



Koch California Ltd.

662 Eucalyptus Road, P.O. Box 1127
Nipomo, CA 93444

Phone: (805) 929-4153
Fax: (805) 929-5598
Email: kochcal@earthlink.net

September 16, 1999

CITY OF PISMO BEACH

Michael Fuson, City Manager
The City of Pismo Beach
760 Mattie Road
Pismo Beach, CA 93449

SEP 17 1999

RECEIVED
CITY CLERK

(805) 773-4657 Phone
(805) 773-7006 Phone

Re: **Request to Inspect and Copy Public Records**

Dear Michael Fuson:

This letter is a request to inspect public records which are in the possession of the **CITY OF PISMO BEACH** pursuant to the California Public Records Act (Govt. Code §6250, et seq.). **Following the inspection, we may request copies** of some or all of the records. In the event we request copying by the **CITY OF PISMO BEACH** we will, at that time, tender any required copying charges. However, we reserve the right to have copies of the records made at your location by an independent copying service of our choosing.

Please make the records available for inspection beginning on **October 8th, 1999 at 10:00 a.m.** Unless we are notified otherwise, we shall expect that the records will be available for inspection in the **CITY OF PISMO BEACH** office. The following is a list of the reasonably identifiable public records which we desire to inspect on or after **October 8th, 1999 at 10:00 a.m.**

1. **All "Well Completion Reports" for each water well owned and/or operated by CITY OF PISMO BEACH.**
2. **For any water well for which a Well Completion Report is not in the possession of CITY OF PISMO BEACH, such other documents as are in the possession of CITY OF PISMO BEACH which show any of the following information: a) the well location, b) the name and address of the well driller, c) the date the well was completed, d) depth to first water below surface e) total depth of completed well.**
3. **Documents which show the amount of water produced from each water well owned and/or operated by CITY OF PISMO BEACH for each month from the completion of the well through to July 31st 1999.**
4. **All reports of hydraulic test results for each water well owned and/or operated by CITY OF PISMO BEACH, for the period beginning with the construction of the each well and ending July 31, 1999, which show any of the following information: a) standing water level, b)**

pumping water level, c) pumping amount, capacity or GPM.

- 5. All reports created during repair or maintenance of CITY OF PISMO BEACH wells with a measure of: a) standing water level, b) pumping water level, c) pumping capacity or GPM during pumping water levels (such as those commonly found on Floyd wells or other contractor's Invoice, Repair order Invoice, or Well Drilling logs etc.) for the period beginning with the construction of the each well and ending July 31, 1999.**

If a portion of the information contained in the records we have requested is exempt from disclosure by express provisions of law, Govt. Code §6254 requires segregation and deletion of that material in order that the remainder of the information may be released.

Please take note that Govt. Code §6256 requires the **CITY OF PISMO BEACH** to determine, within ten (10) days after receipt of this request, whether the **CITY OF PISMO BEACH** will comply with this request. If the **CITY OF PISMO BEACH** decides not to comply with all or any portion of this request, Govt. Code §6256 requires notification to us of the reasons for the determination not later than ten (10) days from your receipt of this request. Further, Govt. Code §6256.2 prohibits the use of any provision of the Public Records Act to delay access for the purposes of inspecting public records. Govt. Code §6256.2 also requires that any notification of denial of this request for records must set forth the names and titles or positions of each person responsible for the denial.

Thank you for your timely attention to our request.



John Snyder
Vice President



City of Pismo Beach
760 Mattie Road
Pismo Beach, CA 93449
(805)773-4657 Fax: (805) 773-7006

September 29, 1999

Mr. John Snyder, Vice President
Koch California Ltd.
662 Eucalyptus Road
P.O. Box 1127
Nipomo, CA 93444

Re: Request to Inspect and Copy Public Records

Dear Mr. Snyder:

My office received your request to inspect and copy records on September 17, 1999. I apologize for the delay in getting back to you. Your request has been forwarded to the pertinent staff.

Pursuant to the Public Records Act, we are requesting a 10-day extension on complying with the request. I will call you as soon as the records are available for inspection at City Hall.

There will be a charge for copies but no charge for viewing the documents. The charge is 75 cents for the first page and 20 cents for each page after that, plus clerical staff time to copy at an hourly rate of approx. \$10.00.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Sharon Jones".

Sharon Jones
City Clerk

cc: File



Koch California Ltd.

662 Eucalyptus Road, P.O. Box 1127
Nipomo, CA 93444

cc: City Clerk
D. Belzeit
R. Rogers

Phone: (805) 929-4153
Fax: (805) 929-5598
Email: kochcal@earthlink.net

September 16, 1999

Michael Fuson, City Manager
The City of Pismo Beach
760 Mattie Road
Pismo Beach, CA 93449

CITY OF PISMO BEACH

SEP 17 1999

RECEIVED
CITY CLERK

Hand
delivered

(805) 773-4657 Phone
(805) 773-7006 Phone

Re: Request to Inspect and Copy Public Records

Dear Michael Fuson:

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- 1 All reports created during repair or maintenance of CITY OF PISMO BEACH wells with a measure of: a) standing water level, b) pumping water level, c) pumping capacity or GPM during pumping water levels (such as those commonly found on Floyd wells or other contractor's Invoice, Repair order Invoice, or Well Drilling logs etc.) for the period beginning with the construction of the each well and ending July 31, 1999.**

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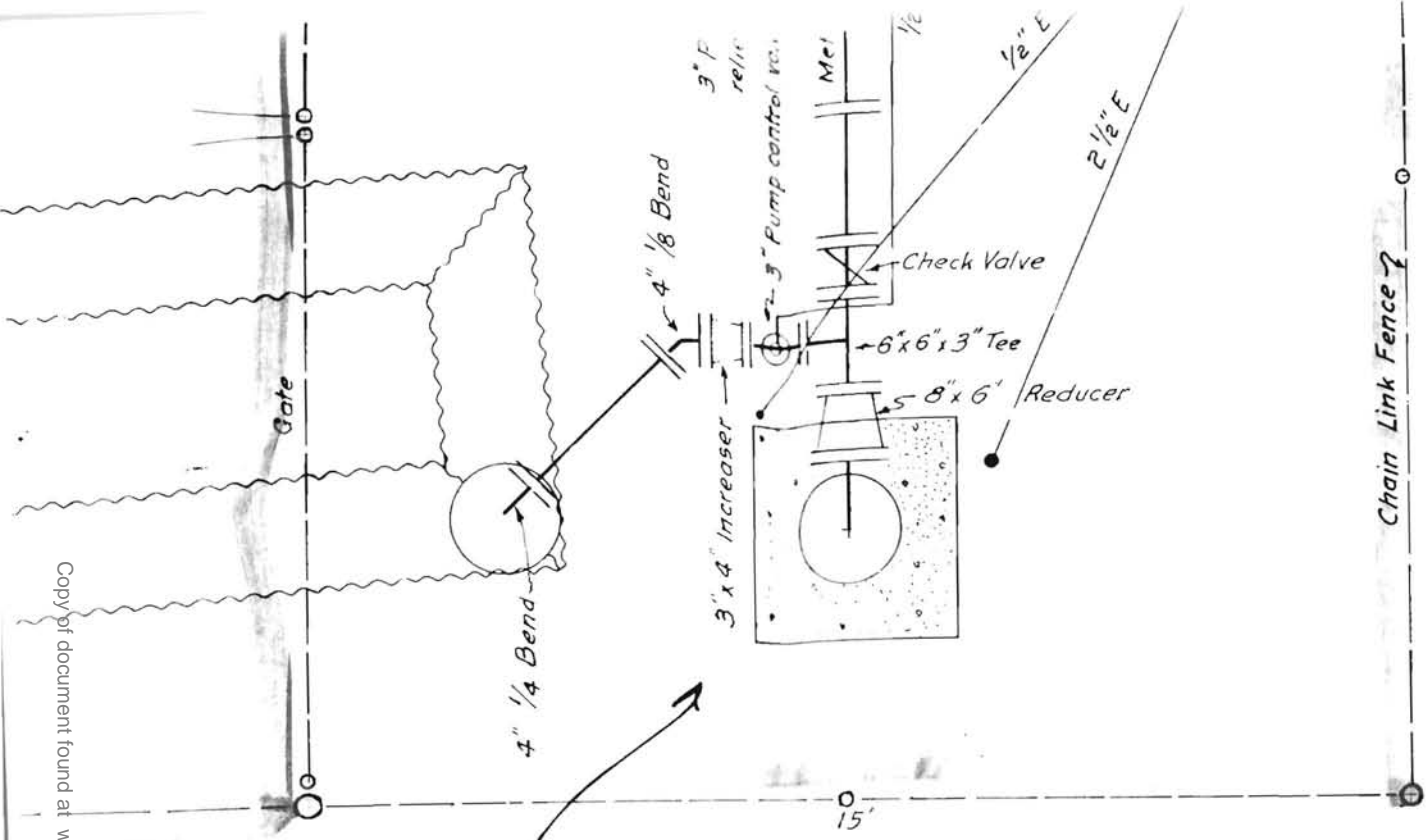
Please take note that Govt. Code §6256 requires the **CITY OF PISMO BEACH** to determine, within ten (10) days after receipt of this request, whether the **CITY OF PISMO BEACH** will comply with this request. If the **CITY OF PISMO BEACH** decides not to comply with all or any portion of this request, Govt. Code §6256 requires notification to us of the reasons for the determination not later than ten (10) days from your receipt of this request. Further, Govt. Code §6256.2 prohibits the use of any provision of the Public Records Act to delay access for the purposes of inspecting public records. Govt. Code §6256.2 also requires that any notification of denial of this request for records must set forth the names and titles or positions of each person responsible for the denial.

Thank you for your timely attention to our request.



John Snyder
Vice President

Actual Blue Print at Attorney's Office



Well Const. & Maint.
easement.

Copy of document found at www.NoNewWipTax.com

HUBER STREET PEAKING WELL
WELL NO. 23.

CONTRACT No. /
ACCOUNT No. /
DRAWING No. /
SHEET / of /

This is to certify that the interest in real property conveyed by the within instrument to the City of Pismo Beach, California, a municipal corporation, is hereby accepted by order of the City Council, and the grantee consents to the recordation thereof by its duly authorized officer. (Reso. #R-88-12)

Space below for recorder's Use Only:

DOC. NO. **16887**
OFFICIAL RECORD COPY OF PISMO BEACH
SAN LUIS OBISPO CO. CA

MAR 16 1990 MAR 21 1990

FRANCIS M. COONEY
County Clerk-Recorder CITY CLERK
TIME 11:30 AM

Dated: Jan. 17, 1990
CITY OF PISMO BEACH
By: [Signature]
CITY ADMINISTRATOR

When recorded return to the City Clerk,
City Hall, P. O. Box 3, Pismo Beach, CA

Prepared by ___ Ck by ___ Plotted by ___ Ck by ___

Assessor's Parcel Number 060544009
FARROL INDUSTRIAL CENTER, A GENERAL PARTNERSHIP

(Grantor-Grantors)
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Does ___ Hereby
Grant to the CITY OF PISMO BEACH, a Municipal Corporation, An easement for the
location of wells and incidental purposes
real property in the City of Pismo Beach, County of San Luis Obispo, State of California,
Grover City

MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HERE OF.

✓ FARROL INDUSTRIAL CENTER, A GENERAL PARTNERSHIP
✓ [Signature]

Dated 1-17, 1990
Signed, in the presence of

STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO) ss.
On this the 17th day of January, 1990, before me, the undersigned,
a Notary Public in and for said State, personally appeared Alfred W. Mills

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as Farrol Industrial Center of partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.

Signature [Signature]



VOL 3474 PAGE 491

STATE OF CALIFORNIA _____ SS
COUNTY OF _____

On _____, before me _____, a Notary Public in and for said County and State, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who, being by me duly sworn, deposed and stated that _____ whose name _____ subscribed to said instrument _____ known to him to be the person _____ described in it, and that such person _____ executed it, and that said witness subscribed his name thereto as a witness.

WITNESS my hand and official seal,

(SEAL)
Notary Public in and for said
County and State



To certify that the interest in property conveyed by the within instrument to the City of Pismo Beach, California, a municipal corporation, is hereby accepted by order of the City Council, and the grantee consents to the recordation thereof by its duly authorized officer. (Reso. #R-88-12)

Space below for recorder's Use Only:

Dated: _____
CITY OF PISMO BEACH

By _____
CITY ADMINISTRATOR

Prepared by ___ Ck by ___ Plotted by ___ Ck by ___

When recorded return to the City Clerk,
City Hall, P. O. Box 3, Pismo Beach, CA

Assessor's Parcel Number _____
FARROL INDUSTRIAL CENTER, A GENERAL PARTNERSHIP

(Grantor-Grantors)
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Does _____ Hereby
Grant to the CITY OF PISMO BEACH, a Municipal Corporation, An easement for the
location of wells and incidental purposes
real property in the City of ~~Pismo Beach~~, County of San Luis Obispo, State of California,
Grover City

MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HERE OF.

FARROL INDUSTRIAL CENTER, A GENERAL
PARTNERSHIP

Dated 1/11/10, 1980

Gordon B. Van Brakel

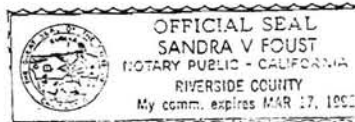
Signed in the presence of
STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO) ss.

On this the 12th day of March, 1980, before me, the undersigned,
a Notary Public in and for said State, personally appeared
Gordon B. Van Brakel

personally known to me or proved to me on the
basis of satisfactory evidence to be the person(x) who executed the within instru-
ment as One of partners of the partnership
that executed the within instrument, and acknowledged to me that such partnership
executed the same.

WITNESS my hand and official seal.

(SEAL)



Signature Sandra V. Foust

VOL 3474 PAGE 495

ACKNOWLEDGEMENT OF SUBSCRIBING WITNESS:

STATE OF CALIFORNIA _____ SS
COUNTY OF _____

On _____, before me _____, a Notary Public in and for
said County and State, personally appeared _____ known to me to be the
person whose name is subscribed to the within instrument as a witness thereto, who, being
by me duly sworn, deposed and stated that _____ whose name
subscribed to said instrument _____ known to him to be the
person _____ described in it, and that such person
executed it, and that said witness subscribed his name thereto as a witness.

WITNESS my hand and official seal,

(SEAL)
Notary Public in and for said
County and State



VOL 3474 PAGE 494

This is to certify that the interest in real property conveyed by the within instrument to the City of Pismo Beach, California, a municipal corporation, is hereby accepted by order of the City Council; and the grantee consents to the recordation thereof by its duly authorized officer. (Reso. #R-88-12)

Space below for recorder's Use Only:

Dated: _____ CITY OF PISMO BEACH

By _____ CITY ADMINISTRATOR

Prepared by ___ Ck by ___ Plotted by ___ Ck by ___

When recorded return to the City Clerk, City Hall, P. O. Box 3, Pismo Beach, CA

Assessor's Parcel Number _____
FARROL INDUSTRIAL CENTER, A GENERAL PARTNERSHIP

(Grantor-Grantors)
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Does _____ Hereby Grant to the CITY OF PISMO BEACH, a Municipal Corporation, An easement for the location of wells and incidental purposes ~~the~~ real property in the City of ~~Pismo Beach~~, County of San Luis Obispo, State of California, Grover City

MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HERE OF.

FARROL INDUSTRIAL CENTER, A GENERAL PARTNERSHIP

Dated JAN 17, 1990
Signed in the presence of _____

✓ Janet Lois Holey
✓ _____
✓ _____

ACKNOWLEDGEMENT OF GRANTOR:

STATE OF CALIFORNIA _____ SS
COUNTY OF ORANGE

On JANUARY 17, 1990, before me JANET LOIS HOLEY, a Notary Public in and for said County and State, personally appeared DAVID W. PRIZIO known to me to be the person whose name IS subscribed to the within instrument and acknowledged that HE executed same.

WITNESS my hand and official seal,

(SEAL) Janet Lois Holey
Notary Public in and for said County and State

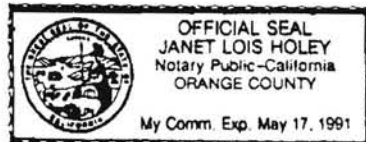


ACKNOWLEDGMENT

State of CALIFORNIA }
County of ORANGE } SS.

On this the 6th day of MARCH, 1990, before me,

Janet Lois Holey
the undersigned Notary Public, personally appeared
DAVID W. PRIZIO



personally known to me
 proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument on behalf of the partnership, and acknowledged to me that the partnership executed it.
WITNESS my hand and official seal.

Janet Lois Holey
Notary's Signature

EXHIBIT "A"

An easement for the location of one well site and incidental purposes if an when needed by Grantor herein over that portion of Lot 29 in Block 5 of Resubdivision No. 3, Part of Lot 1 of Pismo Beach Gardens, in the City of Grover City, County of San Luis Obispo, State of California, as shown on map recorded in Book 3 of Maps at Page 77 in the office of County Recorder of said County, described as follows:

Beginning at the Southwest Corner of said Lot 29; thence East along the South line of said Lot , 25.00 feet to the East line of Huber Street, being the true point of beginning; thence East along the south line of said lot, 50 feet to a point; thence North and parallel to the East line of Huber Street a distance of 50 feet to a point; thence West and parallel to the South line of said lot a distance of 50 feet to the East line of Huber Street; thence South along the East line of Huber Street a distance of 50 feet to the true point of beginning. Said 50' by 50' easement shall remain in perpetuity and shall be binding upon the Grantee(s), his successors and assigns. If the parties should agree to a sooner termination date, Grantor will immediately quitclaim its interest in said easement by deed or any other instrument required by a title company to clear title.

The City of Pismo Beach shall, upon exercise and use of its easement rights herein, bear all costs and assume all responsibility for physical damage to the property conveyed herein including but not limited to the cost of replacement of parking facilities, asphalt, concrete, and landscaping located upon said property.

Grantee, its successors and assigns shall have the rights to use said 50' x 50' easement area for landscaping and parking purposes (but no permanent parking structures), including improvements thereon, until the Grantor exercises its right to use said easement. Grantor shall give Grantee written notice personally or by certified mail of its desire to exercise its rights herein at least thirty (30) days prior to exercising its rights.

Upon exercise of the use of the easement described hereinabove, Grantor shall place, as soon as reasonably practicable, its water well in a certain defined location within the above-described 50' by 50' easement area. Said location shall lie within an area no greater than 15' x 25'. Once said 15' by 25' location is determined by Grantor and the water well is placed thereon, then the Grantor and Grantee shall execute and record a new easement agreement which fully describes the final water well location together with easements for access and pipelines appurtenant thereto.

The hereinabove easements and agreements with respect thereto shall bind and insure to the benefit of the respective heirs, personal representatives, successors and assigns of Grantor and Grantee.

EXHIBIT A

HUBER WELL EASEMENT

An easement for construction and maintenance of wells, associated equipment and piping over, upon and under that portion of Lot 29 in Block 5 of Resubidivision No. 3, Part of Lot 1 of Pismo Beach Gardens, in the City of Grover City (now known as Grover Beach), County of San Luis Obispo, State of California, as shown on map recorded in Book 3 of Maps at Page 77 in the office of County Recorder of said County, more particularly described as follows:

BEGINNING at the Southwest corner of said Lot 29, also being a point on the center line of Huber Street as shown on said map; THENCE, East along the South line of said Lot, 60.00 feet to the TRUE POINT OF BEGINNING; THENCE, East along the South line of said lot, 15.00 feet to a point; THENCE, North and perpendicular to the South line of said lot, a distance of 25.00 to a point; THENCE, West and parallel to the South line of said Lot, a distance of 15.00 feet to a point; THENCE, South and parallel to said East line a distance of 25.00 feet to the TRUE POINT OF BEGINNING.

mike/hubrwell.eal

CITY OF PISMO BEACH, CALIFORNIA

Public Services Department

Planning Department

Building Department

Engineering Department

Public Works Department

Parks and Recreation Department



CITY MAIL

1000 BELLO ST. • P.O. BOX 3

PISMO BEACH, CALIFORNIA 93448

TELEPHONE 805/773/4656

805/773/4658

Jim - 10/30/90
SA
Re: Follow-up for
Quitclaim Deed

January 8, 1990

Mr. Al Mills
Farrol Industrial Center
1620 East McFadden Ave.
Santa Ana, CA 92705

Subject: Transmittal of Grant Deed

Dear Mr. Mills:

As we discussed on the telephone, attached is a Corporation Grant Deed for signature by you and your partners granting a well site easement on your Lot No. 29 in Block 5 of Resubdivision No. 3, City of Grover City, in return for the City quit claiming its existing easement in Lot 28 back to yourselves as property owner.

The City is willing to change the location of its well easement, based upon your request. In addition, the City will abandon the three existing wells on Lots 28 and 29, if after test drilling we do decide to equip a new well on Lot 29. We will abandon these wells in return for your allowing the City to utilize both Lots 28 and 29 for discharge of test pumping water during the well testing.

If you have any question in this regard, please call the undersigned.

Very truly yours,

A handwritten signature in cursive script that reads "Jim Ashcraft".

Jim Ashcraft
Director of Public Works

JA/eb

Attachment

This is to certify that the interest in real property conveyed by the within instrument to the City of Pismo Beach, California, a municipal corporation, is hereby accepted by order of the City Council, and the grantee consents to the recordation thereof by its duly authorized officer. (Reso. #R-88-12)

Space below for recorder's Use Only:

DOC. NO. 16887
OFFICIAL RECORD COPY OF PISMO BEACH
SAN LUIS OBISPO CO. CA

MAR 16 1990 MAR 21 1990

FRANCIS M. COONEY
County Clerk-Recorder CITY CLERK
TIME 11:30 AM

Dated: Jan. 17, 1990
CITY OF PISMO BEACH
By [Signature]
CITY ADMINISTRATOR

When recorded return to the City Clerk,
City Hall, P. O. Box 3, Pismo Beach, CA

Prepared by ___ Ck by ___ Plotted by ___ Ck by ___

Assessor's Parcel Number 060544009
FARROL INDUSTRIAL CENTER, A GENERAL PARTNERSHIP

(Grantor-Grantors)
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Does ___ Hereby
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real property in the City of Pismo Beach, County of San Luis Obispo, State of California,
Grover City

MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HERE OF.

FARROL INDUSTRIAL CENTER, A GENERAL
PARTNERSHIP

Dated 1-17, 1990

[Signature]

Signed in the presence of
[Signature]

STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO) ss.

On this the 17th day of January, 1990, before me, the undersigned,
a Notary Public in and for said State, personally appeared Alfred W. Mills

personally known to me or proved to me on the
basis of satisfactory evidence to be the person(s) who executed the within instru-
ment as Farrol Industrial Center of partners of the partnership
that executed the within instrument, and acknowledged to me that such partnership
executed the same.

WITNESS my hand and official seal.

Signature [Signature]



CITY OF _____
COUNTY OF _____

VOL 3474 PAGE 491

On _____, before me _____, a Notary Public in and for
said County and State, personally appeared _____ known to me to be the
person whose name is subscribed to the within instrument as a witness thereto, who, being
by me duly sworn, deposed and stated that _____ whose name
subscribed to said instrument _____ known to him to be the
person _____ described in it, and that such person
executed it, and that said witness subscribed his name thereto as a witness.

WITNESS my hand and official seal,

(SEAL)
Notary Public in and for said
County and State



to certify that the interest in property conveyed by the within instrument of the City of Pismo Beach, California, a Municipal Corporation, is hereby accepted by the order of the City Council, and the grantee consents to the recordation thereof by its duly authorized officer. (Reso. #R-88-12)

Space below for recorder's Use Only:

Dated: _____ CITY OF PISMO BEACH

By _____ CITY ADMINISTRATOR

Prepared by ___ Ck by ___ Plotted by ___ Ck by ___

When recorded return to the City Clerk, City Hall, P. O. Box 3, Pismo Beach, CA

Assessor's Parcel Number _____ FARROL INDUSTRIAL CENTER, A GENERAL PARTNERSHIP

(Grantor-Grantors) FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Does _____ Hereby Grant to the CITY OF PISMO BEACH, a Municipal Corporation, An easement for the location of wells and incidental purposes ~~the~~ real property in the City of ~~Pismo Beach~~, County of San Luis Obispo, State of California, Grover City

MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HERE OF.

FARROL INDUSTRIAL CENTER, A GENERAL PARTNERSHIP

Dated JAN 17, 1990

Signed in the presence of

✓ David W. Prizio
✓ _____
✓ _____

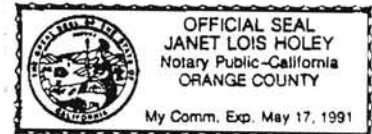
ACKNOWLEDGEMENT OF GRANTOR:

STATE OF CALIFORNIA _____ SS
COUNTY OF ORANGE

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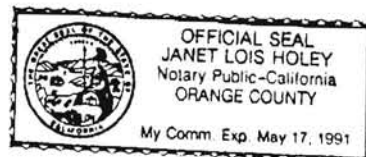
WITNESS my hand and official seal,

(SEAL) Janet Lois Holey
Notary Public in and for said County and State



ACKNOWLEDGMENT

State of CALIFORNIA }
County of ORANGE } SS.



On this the 6TH day of MARCH, 1990, before me,

Janet Lois Holey
the undersigned Notary Public, personally appeared
DAVID W. PRIZIO

personally known to me
 proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument on behalf of the partnership, and acknowledged to me that the partnership executed it.
WITNESS my hand and official seal.

Notary's Signature Janet Lois Holey

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(Grantor-Grantors)
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Does _____ Hereby Grant to the CITY OF PISMO BEACH, a Municipal Corporation, An easement for the location of wells and incidental purposes _____ party in the City of ~~Pismo Beach~~, County of San Luis Obispo, State of California, Grover City

MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HERE OF.

FARROL INDUSTRIAL CENTER, A GENERAL PARTNERSHIP

Dated 1/11/1, 1980

Gordon B. Van Boetel

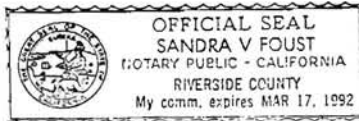
Signed in the presence of
STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO) ss.
Riverside

On this the 12th day of March, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared Gordon B. Van Boetel

personally known to me or proved to me on the basis of satisfactory evidence to be the person(x) who executed the within instrument as one of partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.

(SEAL)



Signature Sandra V. Foust

VOL 3474 PAGE 195

ACKNOWLEDGEMENT OF SUBSCRIBING WITNESS:

STATE OF CALIFORNIA _____ SS
COUNTY OF _____

On _____, before me _____, a Notary Public in and for said County and State, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who, being by me duly sworn, deposed and stated that _____ whose name _____ subscribed to said instrument _____ known to him to be the person _____ described in it, and that such person executed it, and that said witness subscribed his name thereto as a witness.

WITNESS my hand and official seal,

(SEAL)
Notary Public in and for said County and State



VOL 3474 PAGE 494

EXHIBIT "A"

An easement for the location of one well site and incidental purposes if and when needed by Grantor herein over that portion of Lot 29 in Block 5 of Resubdivision No. 3, Part of Lot 1 of Pismo Beach Gardens, in the City of Grover City, County of San Luis Obispo, State of California, as shown on map recorded in Book 3 of Maps at Page 77 in the office of County Recorder of said County, described as follows:

Beginning at the Southwest Corner of said Lot 29; thence East along the South line of said Lot , 25.00 feet to the East line of Huber Street, being the true point of beginning; thence East along the south line of said lot, 50 feet to a point; thence North and parallel to the East line of Huber Street a distance of 50 feet to a point; thence West and parallel to the South line of said lot a distance of 50 feet to the East line of Huber Street; thence South along the East line of Huber Street a distance of 50 feet to the true point of beginning. Said 50' by 50' easement shall remain in perpetuity and shall be binding upon the Grantee(s), his successors and assigns. If the parties should agree to a sooner termination date, Grantor will immediately quitclaim its interest in said easement by deed or any other instrument required by a title company to clear title.

The City of Pismo Beach shall, upon exercise and use of its easement rights herein, bear all costs and assume all responsibility for physical damage to the property conveyed herein including but not limited to the cost of replacement of parking facilities, asphalt, concrete, and landscaping located upon said property.

Grantee, its successors and assigns shall have the rights to use said 50' x 50' easement area for landscaping and parking purposes (but no permanent parking structures), including improvements thereon, until the Grantor exercises its right to use said easement. Grantor shall give Grantee written notice personally or by certified mail of its desire to exercise its rights herein at least thirty (30) days prior to exercising its rights.

Upon exercise of the use of the easement described hereinabove, Grantor shall place, as soon as reasonably practicable, its water well in a certain defined location within the above-described 50' by 50' easement area. Said location shall lie within an area no greater than 15' x 25'. Once said 15' by 25' location is determined by Grantor and the water well is placed thereon, then the Grantor and Grantee shall execute and record a new easement agreement which fully describes the final water well location together with easements for access and pipelines appurtenant thereto.

The hereinabove easements and agreements with respect thereto shall bind and insure to the benefit of the respective heirs, personal representatives, successors and assigns of Grantor and Grantee.

CITY OF PISMO BEACH, CALIFORNIA
Public Works Department
Engineering Division
Public Works Division



CITY HALL
1000 BELLO ST. • P.O. BOX 3
PISMO BEACH, CALIFORNIA 93449
TELEPHONE 805/773/4656

August 9, 1993

Mr. Al Mills
Phillips Floor Covering
1454 West Branch Street
Arroyo Grande, CA 93420

**Subject: Permanent Well, Access and Pipeline Easements at the
City's Huber Street Well Site**


Dear Mr. Mills:

In accordance with your request, attached is an original Grant Deed for execution by you and your partners giving to the City a 15' x 25' permanent well construction and maintenance easement and a 25' x 35' permanent ingress, egress and pipeline maintenance easement on your property. These easements are in accordance with our previous agreement for the construction and maintenance of the well site on your property recorded March 16, 1990 as document #16887, Official Records of the County of San Luis Obispo.

Upon the execution of the permanent easements, I will schedule action by the City Council quitclaiming any remaining interest for pipeline maintenance that the City may have in Lot 27, 28 and 29 of Block 5 of Resubdivision No. 3. If I can get the attached executed by no later than Wednesday, August 11, I would schedule City Council action on the attached Quitclaim forms for August 17. The next available City Council meeting to take action on the Quitclaim forms would be on September 7, and I would need the forms no later than September 1 to meet that agenda deadline.

If you have any other questions or concerns regarding this matter, please contact me.

Very truly yours,


Jim Ashcraft
Director of Public Works

JA/ef

Attachments



City of Pismo Beach, California

COUNCIL AGENDA REPORT

SUBJECT: APPROVAL OF QUIT CLAIM DEED AND ACCEPTANCE OF EASEMENTS
FOR HUBER STREET WELL (WELL #23)

RECOMMENDATION:

THAT CITY COUNCIL AUTHORIZE THE MAYOR TO EXECUTE THE ATTACHED QUIT CLAIM DEED, AND THE CITY ADMINISTRATOR TO ACCEPT ON BEHALF OF THE CITY THE EASEMENTS OFFERED BY FARROL INDUSTRIAL CENTER

EXECUTIVE SUMMARY:

In 1990 the City drilled a new peaking well (Well #23) in Grover City near Huber Street at the site of the City's first original four wells. The original four wells were abandoned in accordance with State standards at the same time that Well 23 was drilled.

The property owner, Farrol Industrial Center, gave the City new temporary construction easements in 1990 for the construction of the well, and a provision of those easements was that after construction, a permanent well site and ingress/egress easement would be granted to the City. The property owners recently informed the City that we have not yet finalized those permanent easements, and the purpose of the attached deeds is to finalize the commitment of the City in 1990.

(con't page 2)

Prepared by: *[Signature]* Jim Ashcraft
Director of Public Works

Meeting Date: September 7, 1993

Attachments: Quit Claim Deed
Easements (2)

City Administrator Approval _____

AGENDA ITEM NO. _____

September 7, 1993
Page 2

The first attachment is a quit claim deed which quit claims the City's historic interest of a general pipeline easement through the property back to the current property owners. The next two easement forms grant to the City: (1) a permanent well construction and maintenance easement for the drilling, maintenance and operation of our well, and (2) an easement for ingress/egress and pipelines to connect the well easement to the public access of Huber Street.

The approval of all of these documents will fulfill the obligations of the City agreed to in 1990 and will give the City appropriate easements for the continual operation of our well and pipeline on this property.

\\council\huberwel.97

RECORDING REQUESTED BY

City of Pismo Beach

AND WHEN RECORDED MAIL TO

City Clerk
City of Pismo Beach
1000 Bello
Pismo Beach, CA 93449

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

Documentary transfer tax \$.....
— computed on full value of property conveyed
— or computed on full value less liens and encumbrances remaining at time of sale.

UNINCORPORATED
 CITY OF Grover Beach

Signature of Declarant or Agent
determining tax. Firm Name

Quitclaim Deed

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
City of Pismo Beach, a Municipal Corporation, as successor to the El Pismo Water Company,

hereby REMISE(S), RELEASE(S) AND FOREVER QUITCLAIM(S) to Farrol Industrial Center,
A California Partnership, any and all pipeline construction and maintenance easements
over

the following described real property in the City of Pismo Beach county of San Luis Obispo
state of California:

Lots 27, 28 and 29 in Block 5 of the Resubdivision No. 3 of a part of
Lot 2 of Pismo Beach Gardens, in the City of Grover beach, County of San
Luis Obispo, State of California, according to the map thereof recorded
in Book 3, Page 77 of Maps, except the following: That portion of Lot
29 in Block 5 of Resubdivision No. 3, Part of Lot 1 of Pismo Beach
Gardens, in the City of Grover City, (now known as Grover Beach), County
of San Luis Obispo, State of California, as shown on map recorded in
Book 3 of Maps at Page 77 in the office of the County Recorder of said
County, more particularly described as follows:

BEGINNING at the Southwest corner of said Lot 29, also being a point on
the center line of Huber Street as shown on said map; THENCE, East along
the South line of said Lot, 25.00 feet to the East line of Huber Street,
being the TRUE POINT OF BEGINNING; THENCE; East along the South line of
said lot, 50.00 feet to a point; THENCE, North and parallel to the East
line of Huber Street a distance of 25.00 to a point; THENCE, West and
parallel to the South line of said Lot, a distance of 50.00 feet to the
East line of Huber Street; THENCE, South along the East line of Huber
Street, a distance of 25.00 feet to the TRUE POINT OF BEGINNING.

Dated _____

TIM BITTNER, MAYOR

STATE OF CALIFORNIA }
COUNTY OF _____ } SS.

On _____ before me, the under-
signed, a Notary Public in and for said State, personally appeared

known to me
to be the person, whose name _____ subscribed to the within
instrument and acknowledged that _____ executed the same.
WITNESS my hand and official seal.

Signature _____

Name (Typed or Printed)

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

This area for official notarial seal

I wish to certify that the interest in the property conveyed by the within instrument to the City of Pismo Beach, California, a municipal corporation, is hereby accepted by order of the City Council, and the grantee consents to the recordation thereof by its duly authorized officer. (Reso. #R-89-12)

Space below for order to Use Only:

CITY OF PISMO BEACH

CITY ADMINISTRATOR

Prepared by _____ Plotted by _____

When recorded return to the City Clerk,
City Hall, P. O. Box 3, Pismo Beach, CA

Parcel Number 060544009

Farrol Industrial Center, A General Partnership

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Do es (Grantor-Grantors) Hereby
I give to the CITY OF PISMO BEACH, a Municipal Corporation an easement for ingress and egress
and pipeline construction and maintenance over the
real property in the City of Grover Beach, County of San Luis Obispo, State of California,
more particularly described on Exhibit "A" attached hereto and made a part hereof.

August 10 1993
Dated _____, 19____
Signed in the presence of _____

Farrol Industrial Center, A General Partnership
[Signature]
H.B. Van Gorkum

ACKNOWLEDGEMENT OF GRANTOR:

STATE OF CALIFORNIA _____ SS
COUNTY OF _____

On _____, before me _____, a Notary Public in and for said County and State, personally appeared _____ known to me to be the person _____ whose name _____ subscribed to the within instrument and acknowledged that _____ executed same.

WITNESS my hand and official seal,

(SEAL) _____
Notary Public in and for said
County and State

ACKNOWLEDGEMENT OF SUBSCRIBING WITNESS:

STATE OF CALIFORNIA _____ SS
COUNTY OF _____

On _____, before me _____, a Notary Public in and for said County and State, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who, being by me duly sworn, deposed and stated that _____ whose name _____ subscribed to said instrument _____ known to him to be the person _____ described in it, and that such person _____ executed it, and that said witness subscribed his name thereto as a witness.

WITNESS my hand and official seal,

(SEAL) _____
Notary Public in and for said
County and State



EXHIBIT A

HUBER WELL ACCESS AND UNDERGROUND PIPELINE EASEMENT

An easement for egress and ingress and for the construction and maintenance of underground pipelines over that portion of Lot 29 in Block 5 of Resubidivision No. 3, Part of Lot 1 of Pismo Beach Gardens, in the City of Grover City, (now known as Grover Beach), County of San Luis Obispo, State of California, as shown on map recorded in Book 3 of Maps at Page 77 in the office of County Recorder of said County, more particularly described as follows:

BEGINNING at the Southwest corner of said Lot 29, also being a point on the center line of Huber Street as shown on said map; THENCE, East along the South line of said Lot, 25.00 feet to the East line of Huber Street, being the TRUE POINT OF BEGINNING; THENCE, East along the South line of said lot, 35.00 feet to a point; THENCE, North and parallel to the East line of Huber Street a distance of 25.00 to a point; THENCE, West and parallel to the South line of said Lot, a distance of 35.00 feet to the East line of Huber Street; THENCE, South along the East line of Huber Street, a distance of 25.00 feet to the TRUE POINT OF BEGINNING.

mike/hubrwell.ael

This is to certify that the interest in real property conveyed by the within instrument to the City of Pismo Beach, California, a municipal corporation, is hereby accepted by order of the City Council, and the grantee consents to the recordation thereof by its duly authorized officer. (Reso. #R-88-12)

Space below for recorder's Use Only:

Dated: _____ CITY OF PISMO BEACH

By _____ CITY ADMINISTRATOR

Prepared by ___ Ck by ___ Plotted by ___ Ck by ___

When recorded return to the City Clerk, City Hall, P. O. Box 3, Pismo Beach, CA

Assessor's Parcel Number 060544009

Farrol Industrial Center, A General Partnership

(Grantor-Grantors)
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Do es Hereby Grant to the CITY OF PISMO BEACH, a Municipal Corporation an easement for the construction & maintenance of wells and associated equipment and piping over, upon and under the real property in the City of Grower Beach, County of San Luis Obispo, State of California, More particularly described on Exhibit "A" attached hereto and made a part hereof.

Dated 9/25 10 1993
Signed in the presence of _____

Farrol Industrial Center,
A General Partnership

[Signature]
[Signature]

ACKNOWLEDGEMENT OF GRANTOR:

STATE OF CALIFORNIA _____ SS
COUNTY OF _____

On _____, before me _____, a Notary Public in and for said County and State, personally appeared _____ known to me to be the person _____ whose name _____ subscribed to the within instrument and acknowledged that _____ executed same.

WITNESS my hand and official seal,

(SEAL) _____
Notary Public in and for said
County and State

ACKNOWLEDGEMENT OF SUBSCRIBING WITNESS:

STATE OF CALIFORNIA _____ SS
COUNTY OF _____

On _____, before me _____, a Notary Public in and for said County and State, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who, being by me duly sworn, deposed and stated that _____ whose name _____ subscribed to said instrument _____ known to him to be the person _____ described in it, and that such person _____ executed it, and that said witness subscribed his name thereto as a witness.

WITNESS my hand and official seal,

(SEAL) _____
Notary Public in and for said
County and State



CITY OF PISMO BEACH, CALIFORNIA
Public Services Department
Planning Department
Building Department
Engineering Department
Public Works Department
Parks and Recreation Department



CITY HALL
1000 BELLO ST. • P.O. BOX 3
PISMO BEACH, CALIFORNIA 93449
TELEPHONE 805/773/4656
805/773/4658

January 8, 1990

Mr. Al Mills
Farrol Industrial Center
1620 East McFadden Ave.
Santa Ana, CA 92705

Subject: Transmittal of Grant Deed

Dear Mr. Mills:

As we discussed on the telephone, attached is a Corporation Grant Deed for signature by you and your partners granting a well site easement on your Lot No. 29 in Block 5 of Resubdivision No. 3, City of Grover City, in return for the City quit claiming its existing easement in Lot 28 back to yourselves as property owner.

The City is willing to change the location of its well easement, based upon your request. In addition, the City will abandon the three existing wells on Lots 28 and 29, if after test drilling we do decide to equip a new well on Lot 29. We will abandon these wells in return for your allowing the City to utilize both Lots 28 and 29 for discharge of test pumping water during the well testing.

If you have any question in this regard, please call the undersigned.

Very truly yours,

A handwritten signature in cursive script that reads "Jim Ashcraft".

Jim Ashcraft
Director of Public Works

JA/eb

Attachment

MEMO TO FILE



CONFERENCE

File No. _____

PHONE CALL TO:

Date 7/14/93

PHONE CALL FROM: Al Mills

Huber Well field

Place _____

Number _____

TIME _____

Al called today said

(1) let's final permanent easement, let's make it straight out to Huber St.

(2) Said he now has title report showing easement for waterline over all lots 27, 28, 29 to El Pismo Water Co, Al would like these abandoned, he will bring me copy of title report



733 Marsh Street, Suite A, San Luis Obispo, California 93401
(805) 544-1860

GORDON B. VAN ROEKEL
C/O 1454 W. BRANCH
ARROYO GRANDE, CA 93420

ESCROW NO: 54119-CC
DATE: June 23, 1993

*Delivered
Hand- for Jim
7-14-93
402*

RE: INDUSTRIAL LOT, GROVER BEACH, CA

Dear VAN ROEKEL:

In connection with the above numbered escrow, we enclose the following for your disposition:

 PRELIMINARY TITLE REPORT DTD MAY 18, 1993

Thank you for the opportunity to serve you in this transaction. If you have any questions, please do not hesitate to call me or my assistant, AMY PARKINSON.

Sincerely,

(Clayton)
Charlene R. Clayton
Escrow Officer

CRC/ap

ATTN Jim Ascroft

*I Term #3 pg 2 also covers lots
27 + 28 as well as 29.*

Any questions please call.

Thank you,

Al Mills

Al Mills

Phillips
Floor Covering

Specialists in
Floor, Window, and Wall Coverings

1454 W. Branch St.
Arroyo Grande, CA 93420
(805) 489-5571

Copy of this document found at www.NoNewWipTax.com

RECEIVED

JUL 14 1993

CITY OF PISMO BEACH

CUESTA TITLE GUARANTY COMPANY

733 Marsh Street, Ste A, P. O. Box 1265, San Luis Obispo, California 93401
805 544-1800

To: CUESTA TITLE GUARANTY COMPANY
ESCROW DEPT. - SAN LUIS OBISPO
ATTN: CHARLENE

Your No. 54119-CC
Our No. 54119-TC

PRELIMINARY REPORT

PAGE 1

Dated as of **MAY 18, 1993 at 7:30 a.m.**

In response to the above referenced application for a policy of title insurance, Cuesta Title Guaranty Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance of Chicago Title Insurance Company describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in the attached list. Copies of the Policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The form of policy of title insurance contemplated by this report is:

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY



TERRY J. CAIN
TITLE OFFICER

SPECIAL NOTE

EXCEPT FOR THE WIRE TRANSFERS, FUNDS REMITTED TO CUESTA TITLE GUARANTY COMPANY ARE SUBJECT TO AVAILABILITY REQUIREMENTS IMPOSED BY CALIFORNIA INSURANCE CODE SECTION 12413.1, CHAPTER 598, STATUTES OF 1989. CASHIER'S CHECKS, CERTIFIED CHECKS, OR TELLER'S CHECKS, PAYABLE TO CUESTA TITLE GUARANTY COMPANY, ARE GENERALLY AVAILABLE FOR DISBURSEMENT ON THE NEXT BUSINESS DAY FOLLOWING THE DATE OF DEPOSIT. OTHER FORMS OF PAYMENT REQUIRE A HOLD PERIOD FROM THREE TO SEVEN BUSINESS DAYS (AND MAY CAUSE EXTENDED DELAYS IN THE CLOSING OF THIS TRANSACTION) PURSUANT TO THE REQUIREMENTS IMPOSED BY CALIFORNIA STATE LAW, EFFECTIVE FEBRUARY 1, 1990.

(WIRE TRANSFER INFORMATION IS AVAILABLE UPON REQUEST)

PRELIMINARY REPORT

PAGE 2

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:
A FEE

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

FARROL INDUSTRIAL CENTER, A GENERAL PARTNERSHIP

THE LAND REFERRED TO IN THIS REPORT IN THE STATE OF CALIFORNIA, COUNTY OF SAN LUIS OBISPO, AND IS
DESCRIBED AS FOLLOWS:

* LOT 29 IN BLOCK 5 OF THE RESUBDIVISION NO. 3 OF A PART OF LOT 1 OF
PISMO BEACH GARDENS, IN THE CITY OF GROVER BEACH, COUNTY OF SAN LUIS
OBISPO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN
BOOK 3, PAGE 77 OF MAPS.

AT THE DATE HEREOF EXCEPTIONS TO COVERAGE, IN ADDITIONS TO THE PRINTED
EXCEPTIONS AND EXCLUSIONS CONTAINED IN SAID POLICY FORM, WOULD BE AS
FOLLOWS:

1. PROPERTY TAXES, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES,
TO BE LEVIED FOR THE FISCAL YEAR 1993-1994 WHICH ARE A LIEN NOT YET
PAYABLE.

2. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE
PROVISIONS OF CHAPTER 3.5 (COMMENCING WITH SECTION 75) OF THE REVENUE
AND TAXATION CODE OF THE STATE OF CALIFORNIA.

* 3. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL
THERE TO AS SET FORTH IN A DOCUMENT;
GRANTED TO : EL PIZMO COUNTY WATER DISTRICT
PURPOSE : PIPELINES
RECORDED : FEBRUARY 21, 1940 AS INSTRUMENT NO.
863 IN BOOK 270, PAGE 388
OF OFFICIAL RECORDS
AFFECTS : ALL OF SAID LAND

NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT.

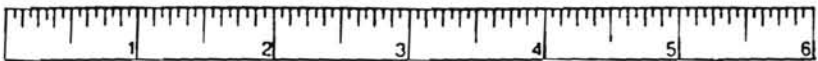
* Also Lot 27 + 28

CONTINUED

4. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL
THERE TO AS SET FORTH IN A DOCUMENT;

GRANTED TO : CITY OF PISMO BEACH,
A MUNICIPAL CORPORATION
PURPOSE : ONE WELL SITE
RECORDED : MARCH 16, 1990 AS INSTRUMENT NO.
16887 IN BOOK 3474, PAGE 490
OF OFFICIAL RECORDS
AFFECTS : THE SOUTHERLY 50 FEET OF THE WESTERLY
50 FEET OF SAID LAND

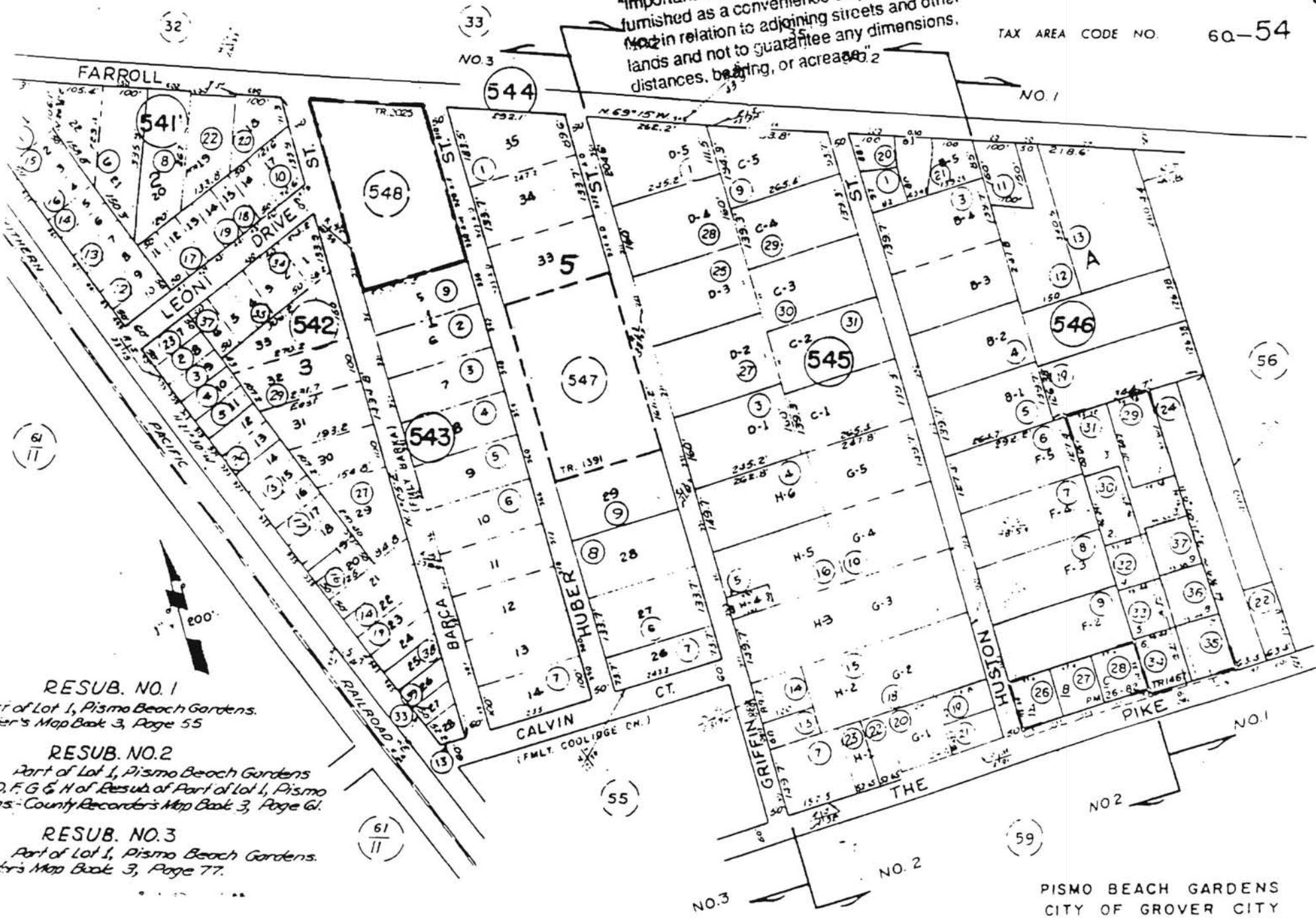
NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT.



1-800-345-7334

"Important: This plat is not a survey. It is merely furnished as a convenience only to locate the location in relation to adjoining streets and other lands and not to guarantee any dimensions, bearings, or acreage."

TAX AREA CODE NO. 60-54



RESUB. NO. 1

Part of Lot 1, Pismo Beach Gardens. Recorder's Map Book 3, Page 55

RESUB. NO. 2

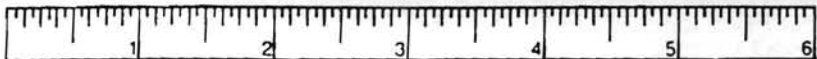
Part of Lot 1, Pismo Beach Gardens D, F, G & H of Resub. of Part of Lot 1, Pismo Beach Gardens. County Recorder's Map Book 3, Page 61.

RESUB. NO. 3

Part of Lot 1, Pismo Beach Gardens. Recorder's Map Book 3, Page 77.

Copy of document found at www.NoNewWipTax.com

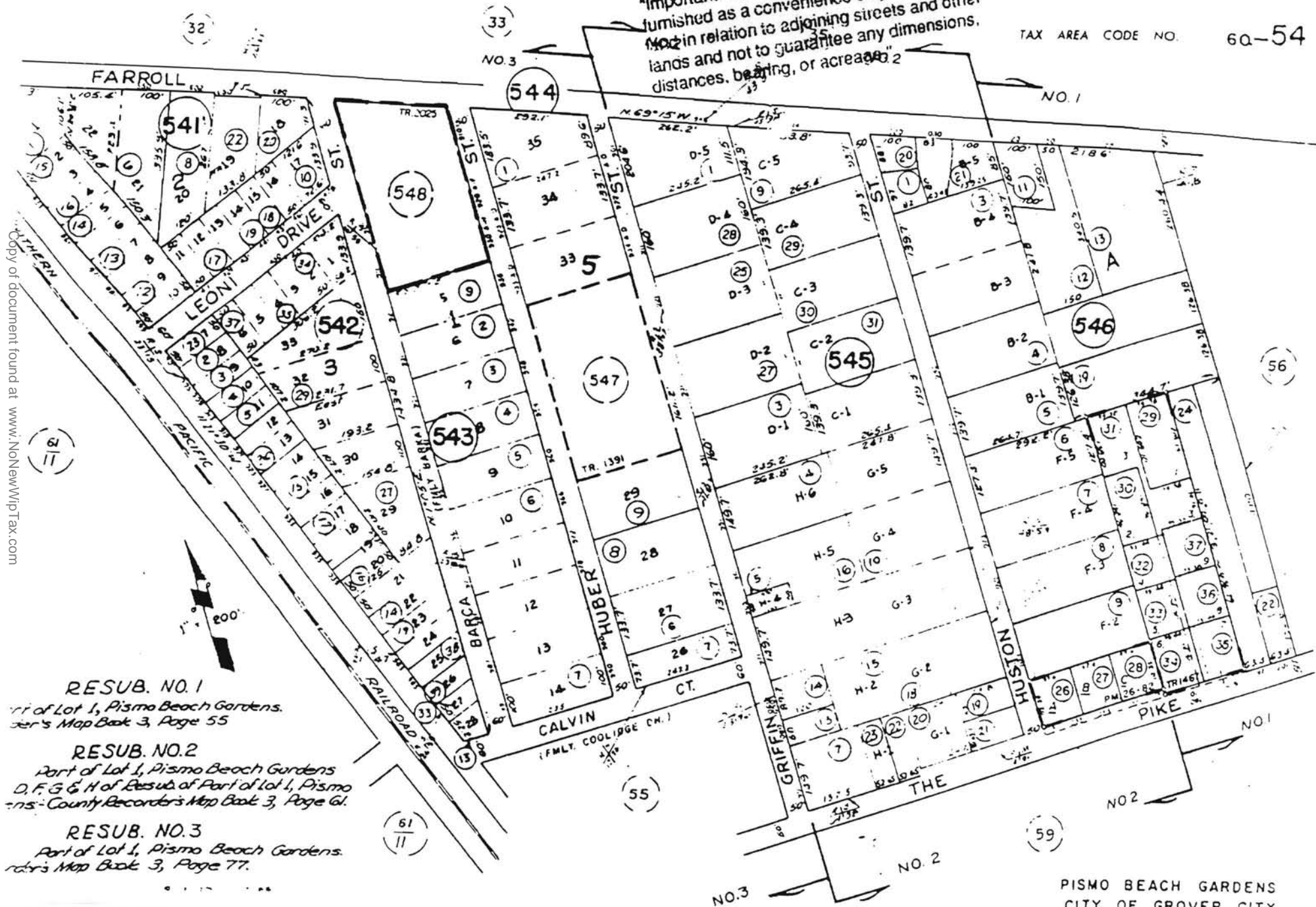
PISMO BEACH GARDENS CITY OF GROVER CITY



1-800-345-7334

Important: This plat is not a survey. It is merely furnished as a convenience only to locate the location in relation to adjoining streets and other lands and not to guarantee any dimensions, bearings, or areas.

TAX AREA CODE NO. 60-54



Copy of document found at www.NoNewWipTax.com

RESUB. NO. 1

Part of Lot 1, Pismo Beach Gardens.
Recorder's Map Book 3, Page 55

RESUB. NO. 2

Part of Lot 1, Pismo Beach Gardens
D, F, G & H of Resub. of Part of Lot 1, Pismo
Gardens - County Recorder's Map Book 3, Page 61.

RESUB. NO. 3

Part of Lot 1, Pismo Beach Gardens.
Recorder's Map Book 3, Page 77.

PISMO BEACH GARDENS
CITY OF GROVER CITY

Water will gush as Pismo cleans line

By Vern Ahrendes
Staff Writer

GROVER CITY — Thousands of gallons of water will be running through a new peaking well in Grover City, Pismo Beach, before the old line is cleaned.

The water will be gushing near the intersection of North Fifth Street and Huber Street. The new peaking well is located at the intersection of North Fifth Street and Huber Street.

The company will flush an old water pipeline between the well field in the Farroll Industrial Center and Pismo Beach before putting a peaking well on line for Pismo Beach, Garing said.

A peaking well does not provide a

But to clean the old line, a lot of water could be gushing next week, Garing said.

Pismo Beach has owned the well field for years. The waterline runs up North Fifth Street to Atlantic City Avenue, Garing said. It is an old line built in the 1930s. We pressure-checked it, and there are no leaks, Garing added.

We have been checking the line for awhile now and we have been discharging water around the Huber Street well.

The waterline has been out of service for 15 to 20 years and a lot of rust needs to be flushed from the system, Garing said.

We have been flushing (foam) cubes through the line to swab it out but the discharge of the water has

"It has excellent water quality."

— Jim Ashcraft

primary source of water for the city, but was designed to meet the peak water needs.

The yield from the 500-foot-deep well at the Farroll Industrial Center, near Huber Street and Farroll Avenue, has exceeded expectations and could figure in the city's long-range water needs, Pismo Beach Public Works Director Jim Ashcraft has said.

"It has excellent water quality," Ashcraft said.

Tests of the well indicated it could deliver enough water to serve nearly all of the current water needs of the city, but the city is limited by a year-old agreement to draw only 100 acre-feet of water annually from the water table.

An acre-foot is equal to 326,000 gallons and is enough to serve two Pismo Beach families of three for a year.

The city can only draw 150 acre-feet of water from the well to meet peak needs in a year. That is the limit imposed on peaking wells under the agreement reached by the three South County cities and the county.

The lack of a well for peak periods of use by 1989 left city fire departments below adequate firefighting levels, Ashcraft said.

been out of sight and out of mind, Garing said.

On Tuesday, we have to start flushing the line the other way (towards Atlantic City Avenue). The line has to be clear of bacteria before it can go into service.

Garing believes up to 600 gallons a minute will be pouring down Atlantic City Avenue to a Grover City storm drain on North Fourth Street.

"We will be putting a high dose of chlorine into the water, which will sit in the line for a couple of days," he said. Then we flush out the residual chlorine. The whole flushing process should take only 30 to 60 minutes, but we are warning people it could take up to three hours.

The residual chlorine dissipates into the atmosphere and is not toxic. The water that is flushed from the lines is undrinkable, however. Garing did say the water can be used to water lawns, if anyone wants to collect the flushed water in buckets. After we flush the line once, we flush it again and let water sit in the line for another day before taking bacteriological tests.

Garing added, "We are not wasting water. This testing and flushing is absolutely necessary."



WELL WATCHING — Pismo Beach Public Works Director Jim Ashcraft checks the city's new peaking well in Grover City during a 1990 water tour. Photo by Vern Ahrendes

Cuesta Grade work ends

ARROYO GRANDE — Work has finally been completed on the Cuesta Grade section of U.S. 101, ending six months of road work delays and detours.

Road projects still in process include:

- Closing and jazz dance classes for youths, which are held at the Community Center.

 continues near the intersection of Highway 227 and Corbett Road;

- Minimal delays on Highway from Cuesta College to Harm road crews perform routine

POLICE BEAT

*File
well #23*

M E M O R A N D U M

TO: FILE
FROM: JIM ASHCRAFT, DIRECTOR OF PUBLIC WORKS
SUBJECT: WELL #23 DEVELOPMENT BY AL MILLS AROUND OUR WELL
DATE: FEBRUARY 2, 1993

Al Mills and his architect met with me today to discuss the City's concerns regarding Al's proposal to build a mini-storage yard on his property surrounding our well site, and specifically to question if his planned retention basin could extend through the area that was supposed to be an easement to the City for access to our well site. There is an existing agreement for this well site that requires that a permanent 15' X 25' easement be granted to the City for operation of the well site, and that an additional 25-ft. wide access easement be executed for access to the well site. Neither of these easements, however, were ever executed, and the City needs to move forward in the future to get the permanent access and operational easements as proposed when we obtained our temporary 50' x 50' easement.

Al and his architect were given a copy of the as-built plan for the well field which shows within the area where they would like to extend their retention basin:

1. An 8" PVC water line
2. 3 ½" underground conduit carrying electricity to our well
3. 2-18" diameter perforated pipes which provide surge capacity when the well begins operation *(700 gal. for ±30 seconds)*

As yet Mr. Mills does not have Planning Commission approval for his project, and we discussed the fact that it was probably wise not to process the permanent easements on this site until he has Planing Commission approval, or we may well have to re-do the easements. Regarding the potential problems I saw with the proposal, I outlined the following:

1. The City needs at least a 25-foot width of area to back up a well drilling rig if in the future we have to pull the casings and the pump out of our well (or to drill a new well). If a retention basin is going to be between our well site and Huber, then we would need a 25-foot

File
February 2, 1993
Page 2

easement immediately behind the well with it carried out to Huber Street to the drive approach.

2. Regarding the 2-18" drainage pipes, I suggest it would be feasible to either lower the pipes so that they were beneath the retention basin or stub the outlet into the retention basin. (I'm to find out how much water is wasted each time well starts.)
3. Regarding the electrical conduit, that could be either lowered or re-routed. Lowering might be subject to conditions by PG&E, however, if it is to exist in a plastic conduit beneath the retention basin.
4. Regarding the 8-inch pipe leading from the well to the main line in the street, the option would be either to re-route it so it is not under the retention basin or lower it so there is at least 2-feet of cover on it, and then extend a 2-inch blow off to the well site.

Al and his architect left with the understanding that they would get back to me once they have reviewed their alternatives for development around our well site.

JA/ef

ashcraft\huberwel.##

New Pismo Well Site On Lot 29
Pismo Beach Gardens:

That portion of Lot 29 in Block 5 of Resubdivision No.3, Part of Lot 1 of Pismo Beach Gardens, in the City of Grover City, County of San Luis Obispo, State of California, as shown on Map recorded in Book 3 of Maps at Page 77 in the office of County Recorder of said County, described as follows:

Beginning at the Southwest Corner of said Lot 29; thence East along the South line of said Lot , 25.00 feet to the East line of Huber Street, being the true point of beginning; thence East along the south line of said lot, 50 feet to a point; thence North and parallel to the East line of Huber Street a distance of 50 feet to a point; thence West and parallel to the South line of said lot a distance of 50 feet to the East line of Huber Street; thence South along the East line of Huber Street a distance of 50 feet to the true point of beginning.

ctyltrs\pb89083.jgn

TICOR TITLE INSURANCE COMPANY

1212 Marsh Street, P. O. Box 810, San Luis Obispo, CA 93406

Phone: (805) 543-2900

Fax: (805) 541-2549

CITY OF PISMO BEACH
P. O. BOX 3
PISMO BEACH, CA 93449
J. ASHCRAFT OR

Order No: 215461 WRB
Order Ref: 060-443-049
Your Ref:
Property: CA

Dated as of: May 13, 1993 at 7:30 AM

In response to the above referenced application for a policy of title insurance,

TICOR TITLE INSURANCE COMPANY

hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception in Schedule B or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in the attached list. Copies of the Policy forms should be read. They are available from the office which issued this report.

THIS REPORT (AND ANY SUPPLEMENTS OR AMENDMENTS HERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE, A BINDER OR COMMITMENT SHOULD BE REQUESTED.

The form of policy of title insurance contemplated by this report is:

	Standard Coverage	Extended Coverage
California Land Title Association Standard Coverage Policy	<input type="checkbox"/>	<input type="checkbox"/>
American Land Title Association Owner's Policy	<input type="checkbox"/>	<input type="checkbox"/>
A.L.T.A. Residential Title Insurance Policy	<input type="checkbox"/>	<input type="checkbox"/>
American Land Title Association Loan Policy	<input type="checkbox"/>	<input type="checkbox"/>
Other: Report only	<input checked="" type="checkbox"/>	<input type="checkbox"/>

W. R. Betz
WILLIAM R. BETZ

Title Officer

SCHEDULE A

Order No: 215461

WRB

Your Ref: 060-443-049

1. The estate or interest in the land hereinafter described or referred to covered by this report is:

A FEE

2. Title to said estate or interest at the date hereof is vested in:

THE CITY OF PISMO BEACH, a Municipal Corporation

3. The land referred to in this report is situated in the State of California, County of San Luis Obispo and is described as follows:

Parcel D, as shown on Parcel Map GC 83-134, in The City of Grover Beach, County of San Luis Obispo, State of California, as per map recorded August 19, 1983 in Book 33 at page 100 of Parcel Maps, in the Office of the County Recorder of said County.

SCHEDULE B

Order No: 215461
Page 1

WRB

Your Ref: 060-443-049

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in the policy form designated on the face page of this Report would be as follows:

- A 1. An easement for the purpose of maintaining, operating, replacing and reconstructing a water line in accordance with an unrecorded agreement dated September 8, 1953 by and between the City of Pismo Beach and the Grover City County Water District, as disclosed by a grant deed dated January 3, 1963 from Grover City County Water District to the City of Grover City, recorded January 14, 1963 in Book 1220 at page 436 of Official Records.
said matter affects: the Southwesterly 8 feet of the land herein described
- B 2. An easement for the purpose shown below and rights incidental thereto as shown or as offered for dedication on the recorded map shown below.
- | | |
|----------|---|
| Map of: | Parcel Map No. GC 83-134 |
| Easement | |
| Purpose: | "Pedestrian" and water line |
| Affects: | The southerly 10 feet of said Parcel d. |
- C END OF SCHEDULE B
- D amm

LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
 - (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
 2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
 3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or the estate or interest insured by this policy.
 4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
 5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
 6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.
-

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)

EXCLUSIONS

In addition to the exceptions in Schedule B, you are not insured against loss, costs, attorney's fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- land use
- improvements on the land
- land division
- environmental protection

This exclusion does not apply to the violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- a notice of exercising the right appears in the public records on the Policy Date
- the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking

3. Title Risks:

- that are created, allowed, or agreed to by you
- that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
- that result in no loss to you
- that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- to any land outside the area specifically described and referred to in item 3 of Schedule A, or
- in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Someone claiming an interest in your land by reason of:

- A. Easements not shown in the public records
- B. Boundary disputes not shown in the public records
- C. Improvements owned by your neighbor placed on your land

2. If, in addition to a single family residence, your existing structure consists of one or more Additional Dwelling Units, Item 12 of Covered Title Risks does not insure you against loss, costs, attorneys' fees, and expenses resulting from:

- A. The forced removal of any Additional Dwelling Unit, or,
- B. The forced conversion of any Additional Dwelling Unit back to its original use,

if said Additional Dwelling Unit was either constructed or converted to use as a dwelling unit in violation of any law or government regulation.

**AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT - FORM 1 COVERAGE**
and
**AMERICAN LAND TITLE ASSOCIATION LEASEHOLD LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT - FORM 1 COVERAGE**

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim or priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to purchaser for value or a judgment or lien creditor.

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)
and
AMERICAN LAND TITLE ASSOCIATION LEASEHOLD OWNER'S POLICY (10-17-92)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
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3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

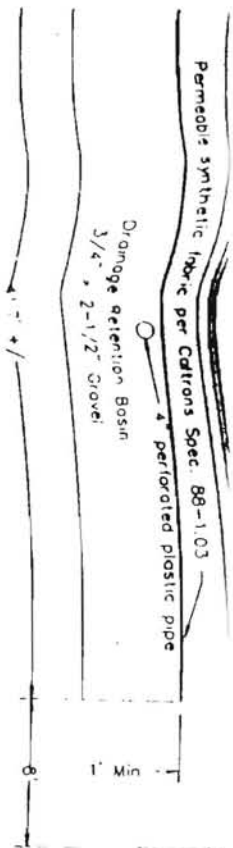
The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

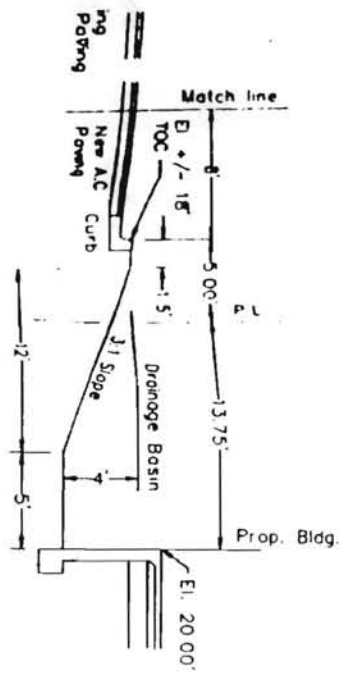
This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

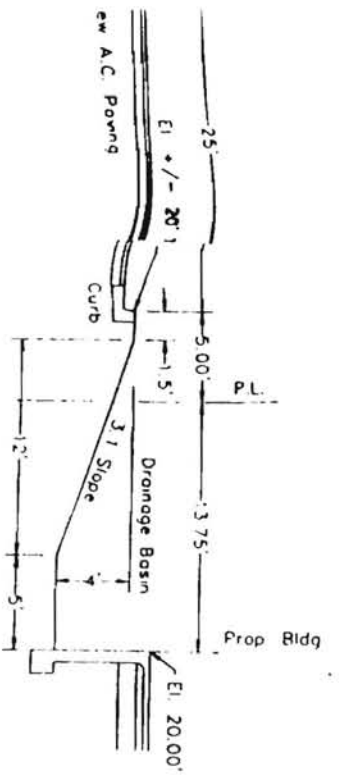
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
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5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.



SECTION A - A
 NO SCALE



SECTION B - B
 NO SCALE



SECTION C - C
 SCALE

5/26/12/05

Copy of document found at www.NoNewWIPTax.com

Manufacturing and Warehouse Facility

1000 Griffin Street, Grover Beach, California 93420

GRADING AND DRAINAGE PLAN

Owners:
 Thor and Diana Ourston
 783 Arablan Circle, Arroyo Grande, CA 93420
 Tel. & Fax: (805) 473-3937

ASAAD Y. ALNAJJAR - CIVIL ENG

2851 PALMA DR., VENTURA, CA 93003
 (805) 644-7568

Asaad Y. Alnajjar R.C.E. No. 04

Actual Blue Print at Attorney's Office



July 17, 1998

Mr. Rocky Rogers
City of Pismo Beach
P.O. Box 3
Pismo Beach, CA 93449

Re: Huber Well #23

Dear Mr Rogers:

The following is a cost estimate for the work proposed on the original quote dated December 17, 1997.

Mobilization and demobilization	\$ 1,950.00
Pull pump/bail off oil	1,020.00
Wire brush and remove debris	1,970.00
Downhole \Sidescan Video Survey and Aci-Det	4,952.00
Remove, treat and dispose of spent acid and debris	3,180.00
Reinstall pump	<u>1,310.00</u>
Total	\$ 14,382.00

These prices are based on the assumption that water and a disposal site for the treated water will be available at the well site at no costs to us.

Thank you for the opportunity to quote these services. Should you have any further questions please do not hesitate to call.

Respectfully submitted,

Michael H. Council
Vice-President

MHC:hyb



CITY OF PISMO BEACH, CALIFORNIA
COUNCIL AGENDA REPORT

SUBJECT:

AWARD OF BID TO REHABILITATE AND RECONSTRUCT WELL #23/HUBER

RECOMMENDATION:

Award bid to rehabilitate and reconstruct Well #23/Huber. Recommended Motion: "I move to approve the bid submitted by Barbour Well Surveying Corporation for the rehabilitation and reconstruction of Well #23."

EXECUTIVE SUMMARY:

In July, the City received a bid for the rehabilitation and reconstruction of Well #23/Huber, from Barbour Well Surveying Corporation in the amount of \$14,382.

The bid has been reviewed in detail by the Water Systems Supervisor. Because of the specialized services involved, Barbour Corporation is considered to be a sole source.

Funding for the project is provided within the current budget (Acct. #512-441-52211) in the amount of \$14,500.

Prepared by: Rocky Rogers
Water Systems Supervisor

Meeting Date: September 1, 1998

Reviewed by: R. Dennis Delzeit *R. Dennis Delzeit*
Director of Public Services/City Engineer

Attachments: 7/17/98 memo from Rocky Rogers, re: Rehabilitation of Huber Well
7/17/98 bid from Barbour Well Surveying Corporation

City Manager Approval _____

Agenda Item: _____

MEMORANDUM

TO: Mike Fuson, City Manager

FROM: *RF* Rocky Rogers, Water Systems Supervisor

DATE: July 17th 1998

SUBJECT: Rehabilitation of Huber Well (Well #23)

CITY OF PISMO BEACH
RECEIVED
AUG 05 1998
CITY CLERK

Following are the justifications for use of Barbour Well Survey Corporation as the company to rehabilitate the Huber well.

- 1.) They were Highly recommended by Arroyo Water Well Supply, Floyd Wells Co., and other well drillers in the area.
- 2.) They were the company who previously videoed the well and discovered the problem.
- 3.) They are familiar already with what needs to be done.
- 4.) The amount budgeted was \$14,500.00
- 5.) Barbour Corp. is the only Rehabilitation and Reconstruction company in California that can do acid baths, det cord blasting, brushing, and video surveying. Therefore they would be basically a sole source for what we need.

cc: dennis delzeit
cc: dan daniels

C:\myfiles\barbour.wpd

CITY OF PISMO BEACH
 FINANCE DEPT. - (805) 773 - 4655
 760 MATTIE RD
 PISMO BEACH, CALIFORNIA 93448

REQUEST FOR PURCHASE ORDER

VENDOR:

BARBOUR WELL SURVEYING CORPORATION

934 WEST VERDULERA STREET

CAMARILLO, CALIFORNIA 93010

PURCHASE
ORDER No.

DATE: JULY 17TH, 1998

DEPARTMENT: PUBLIC WORKS

UNLESS OTHERWISE STATED ALL
PRICES F.O.B. DESTINATION

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT	ACCOUNT No.
	MOBILIZATION AND DEMOBILIZATION		\$1,950.00	
	PULL PUMP, BAIL OFF OIL		\$1,020.00	
	WIRE BRUSH AND REMOVE DEBRIS		\$1,970.00	
	DOWNHOLE/SIDESCAN VIDEO SURVEY		\$4,952.00	
	ACID- DETONATION			
	REMOVE, TREAT AND DISPOSE OF SPENT		\$3,180.00	
	ACID AND DEBRIS			
	REINSTALL PUMP		\$1,310.00	
	TOTAL COST		\$14,382.00	WRCONSRV

REMARKS AND/OR DELIVERY INSTRUCTIONS:

DELIVER TO 550 FRADY LANE--PISMO BEACH

BUDGETED IN WATERS CONTRACT SERVICES ACCOUNT

Department Head/Authorized Rep.

Purchasing Official



BARBOUR

WELL SURVEYING CORPORATION
"where a well job done, is a job done well"

July 17, 1998

Mr. Rocky Rogers
 City of Pismo Beach
 P.O. Box 3
 Pismo Beach, CA 93449

Re: Huber Well #23

Dear Mr Rogers:

The following is a cost estimate for the work proposed on the original quote dated December 17, 1997.

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Total	\$ 14,382.00

These prices are based on the assumption that water and a disposal site for the treated water will be available at the well site at no costs to us.

Thank you for the opportunity to quote these services. Should you have any further questions please do not hesitate to call.

Respectfully submitted,

Michael H. Council
 Vice-President

MHC:hyb

8" PVC CL 150 C-900

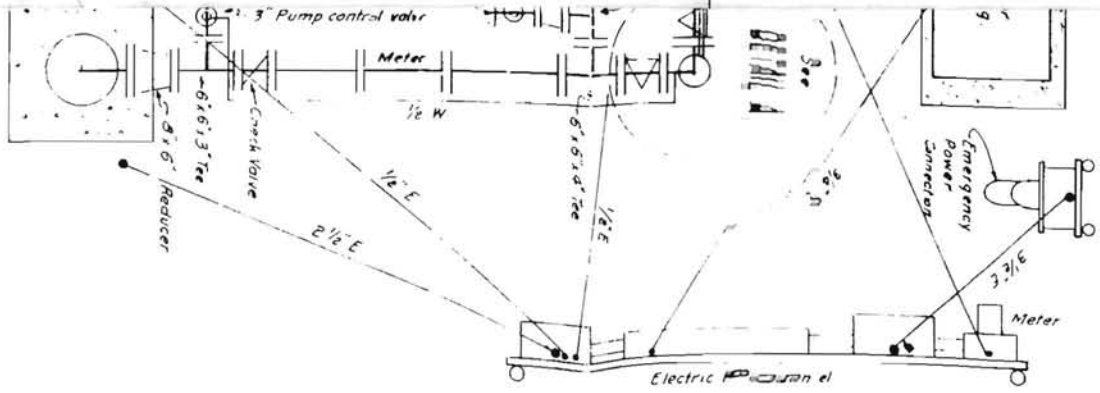
HUBER STREET

Power Pole

Right-of-way

8' 1/4"

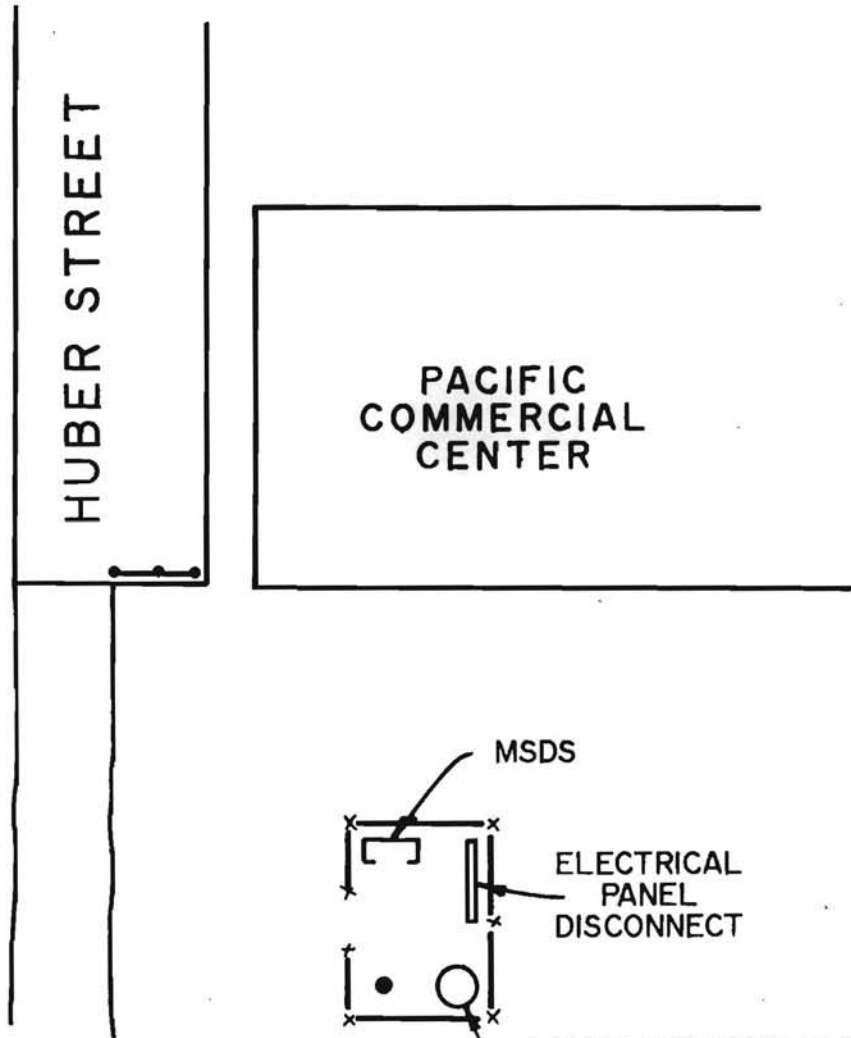
Conf. S. Mant.
is correct.



DETAIL A



Chain Link Fence



WELL #23 GROVER CITY