

TO: BOARD OF DIRECTORS
FROM: MICHAEL S. LEBRUN *msl*
GENERAL MANAGER
DATE: JANUARY 18, 2013



CONSIDER REQUEST BY VALERIE WILLIAMS TO RESCIND DISTRICT POLICY WHICH SUSPENDS PROCESSING OF APPLICATIONS FOR NEW WATER SERVICE

ITEM

Consider a request to revise and/or rescind current District Policy ordering the suspension of processing application for new water service. [RECOMMEND CONSIDER REQUEST AND DIRECT STAFF]

BACKGROUND

At your Board's January 9, 2013 Regular Meeting, Valerie Williams addressed your Board during public comment and provided a conceptual development plan exhibit and email correspondence from a Todd Crandall (see attached).

Ms. Williams is requesting your Board "remove the moratorium and return all policy, resolution and code to its former status". Ms. Williams is further requesting your Board act on her request today. Ms. Williams's request pertains to your Board's policy suspending the processing of application for new water service. Your Board enacted the policy (Ordinance 2012-117) in June 2012 following a failed property tax measure to fund a supplemental water pipeline project and the resultant ambiguity on a timeline for delivery of supplemental water.

Your Board is scheduled to consider bidding a phased supplemental water pipeline project on February 13, 2013 and is scheduled to consider awarding the bid and commencing construction on the project in April 2013. Ordinance 2012-117 (attached) requires your Board's review of the policy every October and May.

District Ordinance 2002-92 provides Board Policy on considering variance requests related to District requirements. This Ordinance, and Resolution 2002-821 that establishes a \$900 deposit for filing a variance request, are attached.

STRATEGIC PLAN

Strategic Plan Goal 1.1. – Protect, Enhance and Assess available Water Supplies
Strategic Plan Goal 1.2 – Secure New Water Supplies

RECOMMENDATION

Your Board may consider to:

- Direct staff to assist Ms. Williams in applying for a variance to current District Policy; and/or,
- Direct staff to draft revised District policy to lift the suspension on processing of applications for new water service; and/or,
- Provide other direction to staff.

ATTACHMENTS

- A. Exhibits provided by Ms. Williams at January 9 Regular Meeting.
- B. Ordinance 2012-117
- C. Ordinance 2002-92 and Resolution 2002-821

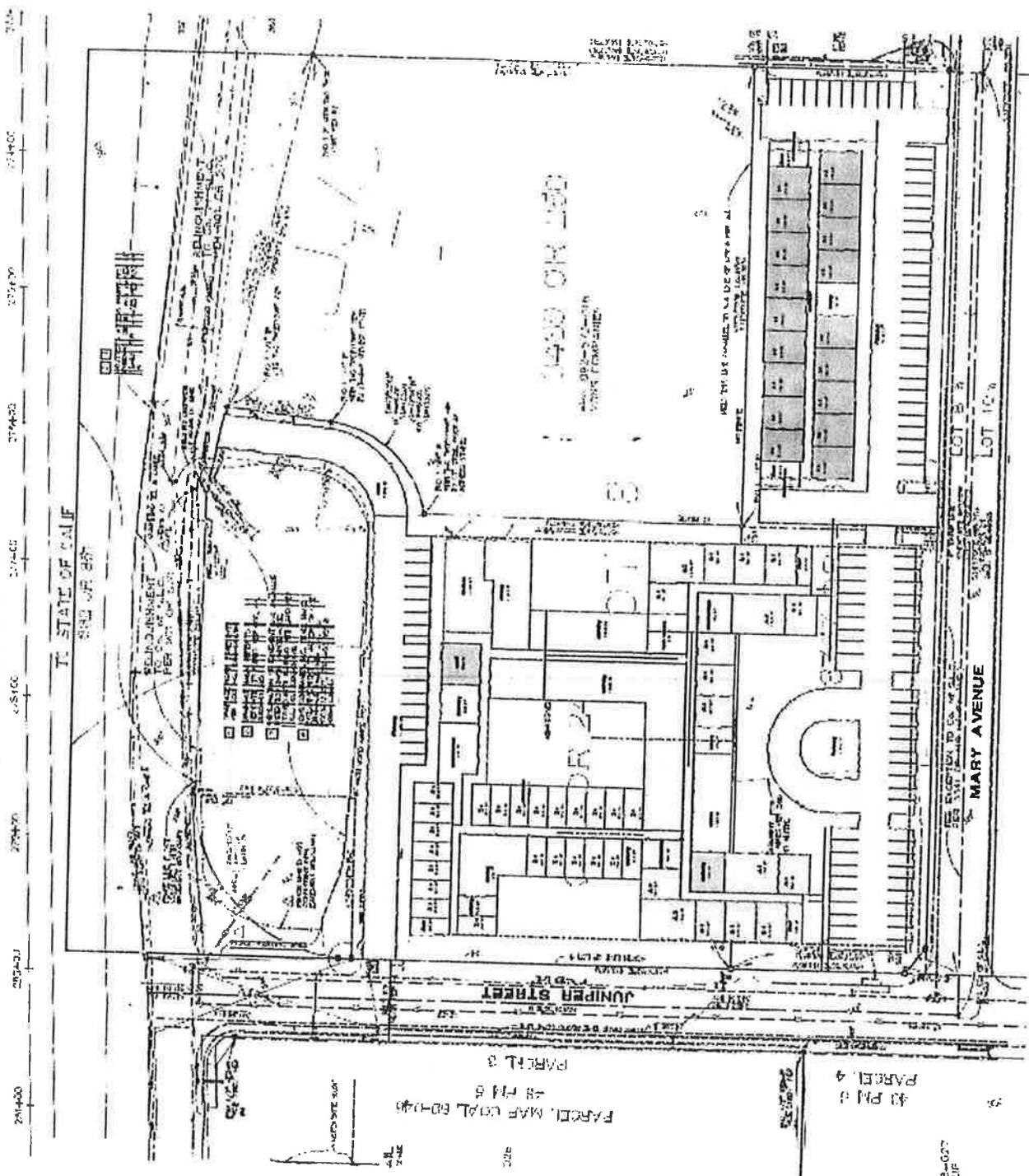
JANUARY 23, 2013

ITEM E-4

ATTACHMENT A

1/9/13 Board Meeting
Public Comment

STATE HIGHWAY 101



Michael Brandman Associates

From: Todd Crandall <tdc000@sbcglobal.net>

Subject: NCSD

Date: January 6, 2013 8:55:54 AM PST

To: Valerie Williams <valeriegaccettawilliams@gmail.com>

Valerie, please copy this for each board member as my wife and I will be out of town.

Dear NCSD Board Member,

My wife and I have been residents of Nipomo for over 11 years and grew up from children in the Santa Maria Valley. We worked in construction, owning our own construction business, TLC Backhoe Service, for 25 years. We had many opportunities to work with NCSD on various water/sewer projects over that time. Each of those projects was well managed and a great benefit to the people of Nipomo.

I believe the project being debated would likewise be an outstanding benefit and positive addition to the area. We personally had a family member living in an "assisted" care facility and greatly appreciated the opportunity for this person to be safe and well cared for. The need for this type of business is not declining but increasing. Our city is filled with retirees and building an assisted living facility along with affordable housing just makes practical and economic sense.

My wife and I, my daughter and friends have all supported this project. This will create jobs and build something of value for the community. We hope that you will allow the water for this project that has been in the planning for ten years.

Respectfully,
Todd and Teresa Crandall

JANUARY 23, 2013

ITEM E-4

ATTACHMENT B

ORDINANCE NO. 2012- 117

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

WHEREAS, the Nipomo Community Services District ("District") provides water service within the District's water service area pursuant to § 61100 (a) of the Community Services District Law which provides:

"(a) Supply water for any beneficial uses, in the same manner as a municipal water district, formed pursuant to the Municipal Water District Law of 1911, Division 20 (commencing with Section 71000) of the Water Code. In the case of any conflict between that division and this division, the provisions of this division shall prevail"; and

WHEREAS, § 61060 (b) of the Community Services District Law provides in relevant part:

"A district shall have and may exercise all rights and powers, expressed and implied, necessary to carry out the purposes and intent of this division, including, but not limited to, the following powers:

(b) To adopt, by ordinance, and enforce rules and regulations for the administration, operation, and use and maintenance of the facilities and services listed in Part 3 (commencing with Section 61100)"; and

WHEREAS, it is essential for the protection of the health, welfare, and safety of the residents of the District and the public benefit of the State of California ("State"), that the groundwater resources of the Nipomo Mesa be conserved; and

WHEREAS, the District's current water supply is limited to groundwater extracted from the Nipomo Mesa Management Area (NMMA) (also referred to as the Nipomo Mesa Water Conservation Area (NMWCA) by the County of San Luis Obispo), of the Santa Maria Groundwater Basin; and

ORDINANCE NO. 2012- 117

AN ORDINANCE OF THE NIPOMO COMMUNITY SERVICES DISTRICT
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WHEREAS, the District is a party to a groundwater adjudication, Santa Maria Valley Water Conservation District v. City of Santa Maria, etc. et al., Case No. CV 770214 (“Groundwater Litigation”); and

WHEREAS, pursuant to Section VI D(1) of the June 2005 Stipulation as incorporated into the January 25, 2008 Final Judgment in the Groundwater Litigation the Nipomo Mesa Management Area Technical Group has declared that a potentially severe water shortage condition exists within the Nipomo Mesa Management Area; and

WHEREAS, the San Luis Obispo County Department of Planning and Building’s 2004 Resource Capacity Study for the Water Supply in the Nipomo Mesa Area recommended a Level of Severity III (existing demand equals or exceeds dependable supply) be certified for the Nipomo Mesa Water Conservation Area and that measures be implemented to lessen adverse impacts of future development (said Study and referenced documents are incorporated herein by reference); and

WHEREAS, on June 26, 2007, the San Luis Obispo County Board of Supervisors certified the waters underlying the NMWCA at a Severity Level III; and

WHEREAS, the resource protection goals of the San Luis Obispo County South County Area Plan include the following:

- Balance the capacity for growth allowed by the Land Use Element with the sustained availability of resources.
- Avoid the use of public resources, services and facilities beyond their renewable capacities, and monitor new development to ensure that its resource demands will not exceed existing and planned capacities or service levels; and

WHEREAS, District Code §3.28.020 provides:

“all intent-to-serve letters shall be based on findings that sufficient excess water and sewer capacity exists to serve the project”; and

WHEREAS, § 71640 of the Municipal Water Service District Law provides:

ORDINANCE NO. 2012- 117

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

“A district may restrict the use of district water during any emergency caused by drought, or other threatened or existing water shortage, and may prohibit the wastage of district water or the use of district water during such periods for any purpose other than household uses or such other restricted uses as the district determines to be necessary. A district may also prohibit use of district water during such periods for specific uses which it finds to be nonessential”; and

WHEREAS, the District Board of Directors, at a public meeting on June 13, 2012, considered the Staff Report and public testimony regarding the adoption of this Ordinance; and

WHEREAS, based on the Staff Report, staff presentation, the reports and studies referenced in this Ordinance and public comment, and the failure of the recent ballot proceedings to fund and implement a Supplemental Water Project to the NMMA\NMWCA, the District Board of Directors finds that:

- (a) It is currently unable to make the findings required by District Code Section 3.28.020, “that sufficient excess water --- exists to serve new projects”; and
- (b) That there is a threatened or existing water shortage; and

WHEREAS, based on the Staff Report, staff presentation, the reports and studies referenced in this Ordinance, public comment and the failure of the recent ballot proceedings to fund and implement the Supplemental Water Project to the NMMA\NMWCA, the District Board of Directors further finds:

- A. That the purpose and intent of this Ordinance is consistent with the purposes found in the Judgment and Stipulation in the Ground Water Litigation imposing a physical solution to assure long-term sustainability of the groundwater basin and the San Luis Obispo County’s certification of a Severity Level III for the waters underlying the NMWCA; and
- B. Prohibiting the issuance of new Intent-To-Serve Letters will provide greater assurances that there will be adequate groundwater to meet the present needs of the District residences consistent with District Code §3.28.020 and the resource protection goals of the San Luis Obispo County South County Area Plan; and

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

- C. That adopting this Ordinance will further conserve the water supply for the greater public benefit, with particular regards to domestic use, sanitation and fire protection; and
- D. That this Ordinance adopts Rules and Regulations for the administration, operation, and use of District services; and

WHEREAS, by adopting this Ordinance, the District does not intend to limit other means of managing, protecting and conserving the groundwater basin by the District. Further, the District intends to work cooperatively with the NMMA Technical Group and other agencies, such as the County of San Luis Obispo, to implement regional solutions such as groundwater management and the importation of Supplemental Water to the NMMA\NMWCA; and

WHEREAS, based on the Staff Report, staff presentation, and public comment, the District Board of Directors further finds this Ordinance is adopted for the protection of the health, safety and welfare of District water customers who depend on the underlying groundwater basin as their source of water supply.

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

Section 1 — Intent-To-Serve Letters

District Resolution 2012-1259 Suspending The Processing Of Intent-To-Serve Letters is affirmed. All applications for new District water service are suspended and will be received and filed without priority. Chapter 3.05 of the District Code and District Ordinance 2009-114 are suspended.

Section 2 — Payment of Capacity Charges for Certain Commercial Projects

Section 3.04.052 of the District Code as established by District Ordinance 2009-112 Establishing Procedures For Payment Of District Fees For Connection Of Commercial Projects Developed On Two Or More Parcels are Repealed.

Section 3.04.051 of the District Code is modified to remove reference "Except as provided in Section 3.04.052"

Section 3 — Payment of Capacity Charges for Certain Residential and Mixed Use Projects

ORDINANCE NO. 2012- 117

AN ORDINANCE OF THE NIPOMO COMMUNITY SERVICES DISTRICT
REAFFIRMING RESOLUTION 2012-1259 SUSPENDING APPLICATIONS FOR INTENT-TO-SERVE LETTERS,
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MIXED USE PROJECTS AS REPEALED PURSUANT TO THE TERMS OF SAID ORDINANCE

Section 3.04.053 of the District Code as established by District Ordinance 2010-115 Establishing Procedures For Payment Of District Fees For Connection For Residential Projects Creating Four Or More Parcels And Mixed Use Projects Under A Single Application For A Final Map That Required a Dedication Of Any Water And Sewer Improvements Pursuant To a Plan Check Inspection is repealed, pursuant to Section 3.04.053 H of Ordinance 2010-115.

Section 3.04.051 of the District Code is modified to remove reference "Except as provided in Section 3.04.052 and 3.04.053"

Section 4 of District Ordinance 2010-115 and Section 5.02.010 (4) of the District Code are reaffirmed.

Section 5 of District Ordinance 2010-115 and Section 4.03.010 of the District Code are reaffirmed.

Section 4 — Reconsideration

The District Board shall reconsider Sections 1, and 2 of this Ordinance, as part of its Regular or Special Meeting Agendas, during the month of October of this year and during the months of May and October of each succeeding year.

Section 5 — Inconsistency

To the extent that the terms of provision of this Ordinance may be inconsistent or in conflict with the terms or conditions of any prior district Ordinance(s), Motions, Resolutions (including District Resolution 2010-1199 establishing fees for processing applications for deferral of District Connection Charges), Rules, or Regulations adopted by the District, governing the same subject matter thereof, then such inconsistent and conflicting provisions of prior Ordinances, Motions, Resolutions, Rules, and Regulations are hereby repealed.

Section 6 — Incorporation of Recitals

The recitals to this Ordinance are true and correct, are incorporated herein by this reference, including the referenced documents, and constitute further findings for the implementation of the Water Service Limitations adopted by this Ordinance.

ORDINANCE NO. 2012- 117

AN ORDINANCE OF THE NIPOMO COMMUNITY SERVICES DISTRICT
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Section 7 — Severance Clause

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, ineffective or in any manner in conflict with the laws of the United States, or the State of California, such decision shall not affect the validity of the remaining portions of this Ordinance. The Governing Board of the District hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsection, sentence, clause or phrase be declared unconstitutional, ineffective, or in any manner in conflict with the laws of the United States or the State of California.

Section 8 — Effect of Headings in Ordinance

Title, division, part, chapter, article, and section headings contained herein do not in any manner affect the scope, meaning, or intent of the provisions of this Ordinance.

Section 9 — CEQA

The Board of Directors of the District finds that the policies and procedures adopted by this Ordinance are exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15378 (b) (2) because such policies and procedures constitute general policy and procedure making. The Board of Directors further finds that the adoption of the rules and regulations established by this Ordinance is not a project as defined in CEQA Guideline Section 15378, because it can be seen that the Suspension of Intent-To-Serve Letters and Ordinances related to payment of connection/capacity fees will not result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. The District incorporates by reference the CEQA findings in support of San Luis Obispo County Ordinance 3090, the County of San Luis Obispo's certification of a Severity Level III for the NMWCA and the District's CEQA findings supporting the adoption of Chapter 3.05. The District General Manager is directed to prepare and file an appropriate notice of exemption.

Section 10 — California Department of Fish and Game Certificate of Fee Exemption

Pursuant to § 711.4 (c)(2)A of the Fish and Game Code, the District Board of Directors finds that rules and regulations adopted by this Ordinance will

ORDINANCE NO. 2012- 117

AN ORDINANCE OF THE NIPOMO COMMUNITY SERVICES DISTRICT
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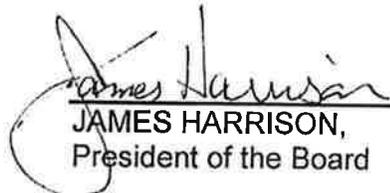
have no effect on fish and wildlife. The General Manager is authorized to file a California Department of Fish and Game Certificate of Fee Exemption.

Section 11 — Effective Date

This Ordinance shall take effect and be in full force and effect thirty (30) days after its passage. Before the expiration of the tenth (10th) day after passage this Ordinance shall be published once with the names of the members of the Board of Directors voting for or against the Ordinance in a newspaper of general circulation within the District.

Introduced on the 13TH day of June, 2012, and adopted by the Board of Directors of the Nipomo Community Services District on June 27, 2012, by the following roll call vote, to wit:

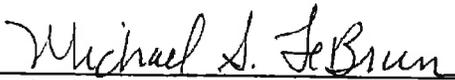
AYES: Directors Eby, Winn, Vierheilg, and Gaddis
NOES: Director Harrison
ABSENT: None
ABSTAINING: None



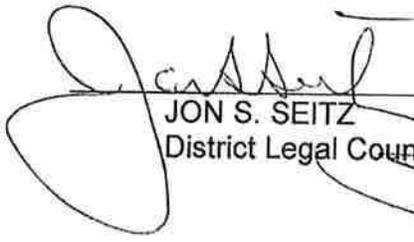
JAMES HARRISON,
President of the Board

ATTEST:

APPROVED AS TO FORM



MICHAEL S. LEBRUN
Secretary to the Board



JON S. SEITZ
District Legal Counsel

JANUARY 23, 2013

ITEM E-4

ATTACHMENT C

**NIPOMO COMMUNITY SERVICES DISTRICT
ORDINANCE 2002-92**

**AN ORDINANCE OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ADOPTING VARIANCE PROCEDURES**

WHEREAS, the Nipomo Community Services District ("District") Board of Directors held a public hearing on February 20, 2002 to consider establishing a limited variance policy; and

WHEREAS, as a result of the February 20, 2002 hearing, the District Board of Directors directed staff to return an ordinance that would establish limited variance procedures that would apply to District infrastructure requirements for water and sewer service.

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

Section 1. Authority.

This Ordinance is enacted pursuant to Government Code §§61600 (a) and (b) and §61621.5.

Section 2.

Section 1.04.030 is added to Chapter 1.04 of the District Code as follows:

1.04.030 Appeals

A. Applicability.

A property owner affected by a District requirement or regulation to construct water and/or sewer improvements as a condition to receiving District service may appeal to the District Board of Directors for a variance from the District requirement or regulation as provided herein.

B. When Permitted.

1. Variances may be granted only when, because of special circumstances applicable to the property including its size, shape, topography, location or surroundings, the strict application of the provisions referenced in Section A, above would create practical difficulties or unnecessary hardship.
2. A variance shall not be granted for a parcel of property which authorizes a use or activity which is not expressly authorized or "permissible" by the provisions of the San Luis Obispo County Code or the District Code.
3. A variance shall not be granted to waive a District rate or charge that is directly related to District services.

C. Application.

1. Application for a variance shall be filed in writing with the District General Manager by the owner, or his authorized agent such as the owner's engineer or architect. Applications shall set forth and state fully the name and address of the person to receive notice of the hearing referenced in Section E, below, acknowledge receipt of these procedures, the reasons

**NIPOMO COMMUNITY SERVICES DISTRICT
ORDINANCE 2002-92**

**AN ORDINANCE OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ADOPTING VARIANCE PROCEDURES**

and grounds for the variance and shall contain such information as the General Manager or his/her designee shall prescribe.

2. Every application for a variance shall be accompanied by a drawing or a plot plan, in duplicate, drawn to scale and showing the lot, the proposed location of building or buildings, the location of District water mains and sewer mains, proposed water and sewer laterals to provide District services to the building or buildings, and such other information as may be necessary to provide for the intelligent consideration of the variance request.

D. Filing Fee.

Before accepting an application for a variance the General Manager shall charge and collect a filing fee. Such fee shall be as established by resolution of the District Board of Directors.

E. Hearing.

1. Upon receipt of the application in proper form, the General Manager shall place the item on the Board of Directors Agenda for public hearing within a reasonable period of time.
2. Notice of such hearing shall be given through the U.S. Mail with postage prepaid using the address identified in the application.
3. The Board of Directors shall, on the date set, hold a public hearing upon the application for the variance.

F. Finding Required for Approval.

The Board of Directors may grant a variance based on information shown in the application and verified by staff report or upon further information brought forth during the course of the hearing, the Board of Directors must find that because of special circumstances applicable to the property including size, shape, topography, location or surroundings, the strict application of the provisions referenced in Section A above:

1. Could create practical difficulties or unnecessary hardship.
2. That granting of said variance would not tend to defeat the purpose of the particular rule or regulation.

G. Grant or Denial.

1. From the facts presented with the application at the public hearing the Board of Directors may grant the requested variance in whole or in part and with or without conditions. If the findings referenced in Section F above cannot be made such application shall be denied.
2. Every action or decision of the Board of Directors authorizing a variance shall be by resolution adopted by a majority of the Directors setting forth the written findings of fact required by Section F above.

NIPOMO COMMUNITY SERVICES DISTRICT
ORDINANCE 2002-92

AN ORDINANCE OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ADOPTING VARIANCE PROCEDURES

3. The General Manager shall within ten (10) days of the Board of Directors' decision, mail a notice of the District's decision to the person designated in the application and any other person who has requested notice.

H. Conditions.

1. The Board of Directors in approving a variance, may set forth in its decision conditions which it deems necessary. The Board of Directors may also require such security and guarantees as the Board may deem necessary to insure that such terms and conditions are being or will be complied with.
2. Every variance granted by the Board of Directors shall contain as a condition thereof the following:

"The variance allowed is hereby conditioned upon the privileges granted herein being utilized within one hundred eighty (180) days after the effective date hereof, and should the privilege authorized hereby fail to be executed or utilized or where some form of construction work is involved, such construction has not actually commences within such one hundred eighty (180) days, and is not diligently prosecuted to completion, the authority shall become null and void and any privilege or variance granted hereby shall lapse.

The Board of Directors may in its discretion and upon the written request of the applicant, for good cause, grant a reasonable extension of time in addition to the one hundred eighty (180) days herein provided. Such requests for extension shall be made to the General Manager and within twenty (20) days prior to the expiration of the one hundred eighty (180) day period."

Section 3. Severability

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, ineffective or in any manner in conflict with the laws of the United States, or the State of California, such decision shall not affect the validity of the remaining portions of this Ordinance. The Governing Board of the District hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional, ineffective, or in any manner in conflict with the laws of the United States or the State of California.

Section 4. Effect of headings

Title, division, part, chapter, article, and section headings contained herein do not in any manner affect the scope, meaning, or intent of the provisions of this Ordinance.

NIPOMO COMMUNITY SERVICES DISTRICT
ORDINANCE 2002-92

AN ORDINANCE OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ADOPTING VARIANCE PROCEDURES

Section 5. Inconsistency

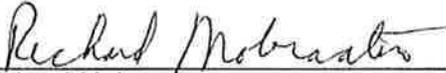
To the extent that the terms of provision of this Ordinance may be inconsistent or in conflict with the terms or conditions of any prior District Ordinance(s), Motions, Resolutions, Rules, or Regulations or any County Ordinance(s), Motions, Resolutions, Rules, or Regulations adopted by the District, governing the same subject matter thereof, then such inconsistent and conflicting provisions of prior Ordinances, including §408.190 of the District Code, Motions, Resolutions, Rules, and Regulations are hereby repealed.

Section 6. Effective Date

This ordinance shall take effect and be in full force and effect thirty (30) days after its passage. Before the expiration of fifteen (15) days after passage it shall be posted in three (3) public places with the names of the members voting for and against the ordinance and shall remain posted thereafter for at least one (1) week. The ordinance shall be published once with the names of the members of the Board of Directors voting for and against the ordinance in a newspaper of general circulation within the District.

Introduced at a regular meeting of the District Board of Directors held on March 20, 2002, and passed and adopted by the District Board of Directors on the 3rd day of April, 2002, by the following roll call vote, to wit:

AYES: Directors Mobraaten, Wirsing, and Trotter
NOES: Director Winn
ABSENT: None
ABSTAIN: Director Blair


Richard Mobraaten,
President of the Board
Nipomo Community Services District

ATTEST:


Donna K. Johnson
Secretary to the Board

APPROVED AS TO FORM:


Jon S. Seitz
District Legal Counsel

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2002-821**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT
ADOPTING FILING FEES FOR VARIANCE APPLICATIONS**

WHEREAS, on April 3, 2002 the District Board of Directors adopted Ordinance 2002-92 ("Ordinance") that established variance procedures for property owners affected by District requirements or regulations to construct water and/or sewer improvements as a condition of receiving District service; and

WHEREAS, Section 1.04.030 of said Ordinance requires the District to adopt a filing fee to cover the District's costs of processing a variance request; and

WHEREAS, based on the staff report, staff presentation and public comment the District Board of Directors finds:

1. That the District General Manager's time to review the application, coordinate with the Applicant and District Consultants, and prepare related staff reports will require a minimum of five (5) hours of time at the then weighted salary (current weighted salary forty dollars (\$40) per hour).
2. That administrative time in transcribing staff reports and providing financial analysis will require a minimum of two (2) hours of staff time at the then average weighted salary (currently thirty-three dollars (\$33) per hour).
3. That District Consulting Engineer time in application review and plan checking will require a minimum of two (2) hours of engineering time at the Engineer's then billing rate (currently one hundred ten dollars (\$110) per hour).
4. That District Legal Counsel time in; reviewing the application, preparing appropriate Resolutions related to the variance and reviewing documents submitted by Applicant will require a minimum of three (3) hours time at the District Legal Counsel's then hourly billing rate (currently one hundred thirty dollars (\$130) per hour).

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Directors of the Nipomo Community Services District, as follows:

1. The filing fee for applications for a variance shall be nine hundred dollars (\$900) of which six (6) hours shall be attributed to District staff time.
2. If that portion of the filing fee is in excess of the actual time spent by District Consulting Engineer and District Legal Counsel, then the difference shall be refunded to Applicant. Conversely if the actual time spent by District Consulting Engineer and District Legal Counsel is in excess of the amount attributed to the filing fee, then the difference shall be paid by Applicant upon demand and before issuance of a final Will Serve Letter for the Project.

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2002-821**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT
ADOPTING FILING FEES FOR VARIANCE APPLICATIONS**

3. The District General Manager is authorized to adjust the filing fee based on changes to the weighted staff salaries and to District engineering and legal costs.
4. The above Recitals and findings are true and correct and incorporated herein by reference.

Upon motion of Director Winn, seconded by Director Blair on the following roll call vote, to wit:

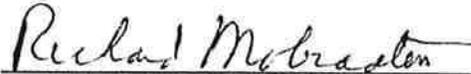
AYES: Directors Winn, Blair, Trotter, Wirsing, and Mobraaten

NOES: None

ABSENT: None

ABSTAIN: None

the foregoing resolution is hereby passed and adopted this 5th day of June, 2002.



RICHARD MOBRAATEN
President of the Board
Nipomo Community Services District

ATTEST:

APPROVED:



DONNA K. JOHNSON
Secretary to the Board



JON S. SEITZ
District Legal Counsel

TO: BOARD OF DIRECTORS
FROM: MICHAEL S. LEBRUN *MSL*
GENERAL MANAGER
DATE: JANUARY 18, 2013



**CONSIDER REQUEST BY OLDE TOWNE NIPOMO ASSOCIATION TO
PROCESS AN APPLICATION FOR WATER AND SEWER SERVICE TO
THE PROPOSED JIM MILLER PARK AND WAIVE FEES AND
CHARGES RELATED TO WATER AND SEWER SERVICE FOR THE
PARK**

ITEM

Consider a request by Olde Towne Nipomo Association (OTNA) to process an application for new sewer and water service to proposed Jim Miller Park and to waive all fees associated with the requested services. [RECOMMEND CONSIDER REQUEST AND DIRECT STAFF]

BACKGROUND

On January 11, 2013 OTNA provided an application for District water and sewer service to the proposed Jim Miller park at the Carrillo and Tefft Street in Olde Towne Nipomo. The application (attached) includes an updated site drainage and conceptual plan, and a copy of the County Land Use permit application for the project.

In March 2009, your Board entered a Memorandum of Understanding with San Luis Obispo County to identify the responsibilities of the parties in developing Jim Miller Park (Memorandum attached). The Memorandum outlined County transfer of the property for the park to the District in exchange for District construction and maintenance of a public park at the site. The Memorandum also outlined the process by which the District would apply to the Local Area Formation Commission for activation of park powers to facilitate the District's commitment to operate the park.

The District's funding plan for the project included a property tax measure to fund a portion of estimated park maintenance costs. In the fall of 2009, the District conducted a property tax assessment ballot asking nearby residents to increase their property tax by either \$35 or \$12 per year depending on their property's proximity to the proposed park. The funding measure failed.

The District supported the park development effort with staff (General Manager) and consulting resources expending countless staff hours and over \$100,000 for consulting services (survey of customers, legal, environmental, assessment district formation, engineering).

In January 2010, Phase I environmental surveys of the property commissioned by the District indicated elevated levels of heavy metals in near surface soils and petroleum hydrocarbon contaminants in buried soils and groundwater beneath the site. County Property Services was provided the Phase I results and have continued the investigation of property conditions at the direction of the County Environmental Health Department.

In June 2012, your Board enacted Ordinance 2012-117 (attached) suspending the processing of applications for new water service. The Ordinance adoption followed a failed property tax

measure to fund a supplemental water pipeline project. The failed funding resulted in ambiguity on a timeline for delivery of supplemental water to the area. Your Board is scheduled to consider bidding a phased supplemental water pipeline project on February 13, 2013 and scheduled to consider awarding the bid and commencing construction on the project in April 2013

The park funding plan also included the commitment of \$500,000 in District property tax reserves and a portion of the District's annual property tax revenue. The property tax reserves and annual tax revenue stream are now being considered as part of the District's funding plan for a \$13.5 supplemental water pipeline project.

District Ordinance 2002-92 provides Board Policy on considering variance request related to District requirements. This Ordinance, and Resolution 2002-821 that establishes a \$900 deposit for filing a variance request, are attached. Ordinance 2002-92 expressly states; "*A variance shall not be granted to waive a District rate or charge that is directly related to District services.*"

STRATEGIC PLAN

Strategic Plan Goal 7D.1 – Plan for Parks and Open Space

RECOMMENDATION

Your Board may consider;

- Direct OTNA in applying for a variance to current District policy; and/or,
- Direct staff to draft revised District policy to lift the suspension on processing of applications for new water service and allow waiver of fees for District services; and/or,
- Provide other direction to staff.

ATTACHMENTS

- A. January 11, 2013 OTNA Application
- B. March 2009 MOU
- C. Ordinance 2012-117 (See Item E-4)
- D. Ordinance 2002-92 and Resolution 2002-821 (See Item E-4)

JANUARY 23, 2013

ITEM E-5

ATTACHMENT A



NIPOMO COMMUNITY SERVICES DISTRICT

148 SOUTH WILSON STREET
POST OFFICE BOX 326 NIPOMO, CA 93444 - 0326
(805) 929-1133 FAX (805) 929-1932
Website: ncsd.ca.gov

Office use only:
Date and Time
Complete
Application and
fees received:
RECEIVED
JAN 11 2013

NIPOMO COMMUNITY SERVICES DISTRICT

NO FEES TAKEN,
ACCEPTED AS IS
M. Johnson

INTENT-TO-SERVE APPLICATION

- This is an application for: Sewer and Water Service Water Service Only
- SLO County Planning Department/Tract or Development No.: N/A
- Attach a copy of SLO County application.

Note: District Intent-to-Serve letters expire eight (8) months from date of issue, unless the project's County application is deemed complete.

- Project location: CARRILLO & TEFET
- Assessor's Parcel Number (APN) of lot(s) to be served: 90-141-006
- Owner Name: SAN LUIS OBISPO COUNTY
- Mailing Address: _____
- Email: _____
- Phone: _____ FAX: _____
- Agent's Information (Architect or Engineer):
Name: OLDE TOWNE NIPOMO ASSOCIATION
Address: 330-H W. TEFET ST. NIPOMO CA. 93444
Email: KKUBIAK@AOL.COM
Phone: 929-1241 FAX: 929-3267

11. Type of Project: (check box) (see Page 3 for definitions)

<input type="checkbox"/> Single-family dwelling units	<input type="checkbox"/> Multi-family dwelling units
<input type="checkbox"/> Commercial	<input type="checkbox"/> Mixed Use (Commercial and Residential)

- Total Number of Dwelling Units 0 Number of Low Income Units _____
- Does this project require a sub-division? Yes No
If yes, number of new lots created _____

14. Site Plan:

For projects requiring Board approval, submit six (6) standard size (24" x 36") copies and one reduced copy (8½" x 11"). Board approval is needed for the following:

- more than four dwelling units
- property requiring sub-divisions
- higher than currently permitted housing density
- commercial developments

All other projects, submit three (3) standard size (24" x 36") and one reduced copy (8½" x 11").

Show parcel layout, water and sewer laterals, and general off-site improvements, as applicable.

15. **Water Demand Certification:**

A completed Water Demand Certification, signed by project engineer/architect, must be included for all residential and the residential portion of mixed-use projects.

16. **Commercial Projects Service Demand Estimates:**

Provide an estimate of yearly water (AFY) and sewer (gallons) demand for the project prepared by a licensed Engineer/Architect. **Please note:** All commercial projects are required to use low water use irrigation systems and water conservation best management practices.

17. **Agreement:**

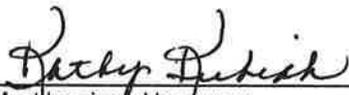
The Applicant agrees that in accordance with generally accepted construction practices, Applicant shall assume sole and complete responsibility for the condition of the job site during the course of the project, including the safety of persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and the Applicant shall defend, indemnify, and hold the District and District's agents, employees and consultants harmless from any and all claims, demands, damages, costs, expenses (including attorney's fees) judgments or liabilities arising out of the performance or attempted performance of the work on this project; except those claims, demands, damages, costs, expenses (including attorney's fees) judgments or liabilities resulting from the negligence or willful misconduct of the District.

Nothing in the foregoing indemnity provision shall be construed to require Applicant to indemnify District against any responsibility or liability or contravention of Civil Code §2782

Application Processing Fee.....See Attached Fee Schedule

Date 1-10-2013

Signed


(Must be signed by owner or owner's agent)

Print Name

KATHY KUBIAK

WATER DEMAND CERTIFICATION

Supplement to Intent-to-Serve/Will Serve Application

Definitions

(Please note – these definitions do NOT reconcile with standard SLO County Planning department definitions)

Multi-family dwelling unit – means a building or portion thereof designed and used as a residence for three or more families living independently of each other under a common roof, including apartment houses, apartment hotels and flats, but not including automobile courts, or boardinghouses.

Two-family dwelling units (duplex) – means a building with a common roof containing not more than two kitchens, designed and/or used to house not more than two families living independently of each other.

Single-family dwelling unit – means a building designed for or used to house not more than one family.

Secondary dwelling units – means an attached or detached secondary residential dwelling unit on the same parcel as an existing single-family (primary) dwelling. A secondary unit provides for complete independent living facilities for one or more persons.

Commercial Projects

Commercial projects are exempt from Water Demand Certification; however, low water-use irrigation systems and water conservation best management practices are required. The dwelling component of Mixed-Use projects (e.g. commercial and residential), are required to provide Water Demand Certification for the dwelling unit portion of the project.

Non-Commercial Projects

Water Demand Certification is required for all non-commercial projects and for the dwelling units of Mixed-Use. Certification must be signed by a licensed Engineer/Architect.

- - - Go to next page for demand calculation and certification - - -

Demand Calculation (for new dwelling units only)

Total project water demand (dwelling units including irrigation), by District standard, is as follows:

Number of Multi-family Units	_____	X	0.28	=	_____
Number of Duplexes/Secondary Units	_____	X	0.28	=	_____
Number of Single Family Units with:					
Parcel less than 12,768 sq. ft.	_____	X	0.40	=	_____
Parcel between 12,769 and 25,536 sq. ft.	_____	X	0.68	=	_____
Parcel greater than 25,536 sq. ft.	_____	X	0.82	=	_____
Total demand all dwelling units including irrigation				=	_____

Park site: Total size of site: 74,817 s.f. (1.72 acres) Annual water demand: 2.32 acre feet/year

Certification

I the undersigned do here by certify:

Project design incorporates low water use landscape and landscape irrigation systems.

The design maximum total water demand, including landscaping does not exceed the following:

- 0.28 AFY per Multi-Family Dwelling Unit;
- 0.28 AFY per Dwelling Unit for duplexes and Secondary Dwellings;
- 0.40 AFY per Single Family Dwelling Unit located on a parcel size of twelve thousand seven hundred sixty-eight (12,768) square feet or less;
- 0.68 AFY per Single Family Dwelling Unit located on a parcel size between twelve thousand seven hundred sixty-nine (12,769) and twenty-five thousand five hundred thirty-six (25,536) square feet.
- 0.82 AFY per Single Family Dwelling Unit located on a parcel size that exceeds twenty-five thousand five hundred thirty-six (25,536) square feet.
- Secondary Units – Total water demand for primary and secondary unit shall not exceed 110% of the limitations established for the primary unit.

Note: "AFY" = acre-foot per year
Parcel size is net area

Signed  Date January 11, 2013
Must be signed by project engineer/architect

Title Landscape Architect License Number CLA #2737

Project APN# 090-141-006 (e.g. Tract Number, Parcel Map #, APN)

APPLICATION FEES AND CHARGES
Effective July 1, 2012

PROJECT SIZE/TYPE	TOTAL AMOUNT DUE**	NON-REFUNDABLE AMOUNT DUE AT TIME OF SUBMITTING APPLICATION PURSUANT TO A & B(1) BELOW	BALANCE DUE PURSUANT TO B(2) BELOW
Residential <3 units	\$1,038.89	\$1,038.89	\$0.00
Residential 4-20 units	\$1,427.02	\$356.76	\$1,070.26
Residential > 20 units	\$1,680.12	\$420.03	\$1,260.09
Commercial <1 acre	\$1,427.02	\$356.76	\$1,070.26
Commercial 1-3 acres	\$1,680.41	\$420.03	\$1,260.09
Commercial > 3 acres	\$2,321.35	\$580.34	\$1,741.01
Mixed Use with less than 3 Dwelling Units	\$1,680.12	\$420.03	\$1,260.09
Mixed Use with four or more Dwelling Units	\$2,321.35	\$580.34	\$1,741.01
*Outside Consulting and Legal fees will be billed to the Applicant at direct rate.			

Timing of Fee

A. For residential projects with less than three (3) units the Application Fee is due and payable with the application for service.

B. For residential units that exceed three (3) units and all commercial projects and mixed use projects, the Application fee is due and payable as follows:

1. Twenty-five percent (25%) as a non-refundable deposit with the application for service.
2. The remainder of the Application Fee, plus charges for District consultants in processing the application, is due and payable prior to the District issuing a "Will-Serve Letter" or entering into a Plan Check and Inspection Agreement, whichever occurs first.

**Commencing on July 1, 2008 and each year thereafter the Application Fees shall be adjusted by a Consumer Price Index formula.

Water Conservation Notes

Planting and irrigation shall be designed to conserve water. The following guidelines shall be incorporated for all new additions to the project:

1. Irrigation system to be a fully automatic, undrained system utilizing either low precipitation spray nozzles, subsurface, or drip emitters, or a combination thereof. Irrigation systems shall be designed with control valves, and controller stations into appropriate and compatible zones.
2. Plants and tree seedlings, resistance to wind, and drought tolerance.
3. All planters shall be enriched with a 2" minimum layer of organic mulch throughout.
4. Plant materials proposed shall be grouped into distinct hydrozones utilizing plants with similar water needs.
5. Water needs of plant material proposed have been evaluated utilizing the WUCOLS Project Water Use Classification of Landscape Species) prepared by the University of California, Cooperative Water Center. The water needs of all plant materials proposed are subjected to the following water needs on this plan.

PROPERTY LINE NOTE

PROPERTY LINES USED FOR THIS EXHIBIT ARE INTERPOLATED FROM COUNTY ASSESSOR PARCEL MAPS WHICH DO NOT CONTAIN COMPLETE PROPERTY LINE DATA. THIS INFORMATION IS TO BE USED FOR PLANNING PURPOSES ONLY. COMPLETE PROPERTY DATA SHOULD BE OBTAINED PRIOR TO STARTING ANY FURTHER SITE DEVELOPMENT.



CONCEPTUAL GRADING NOTES

- 1) EXISTING ELEVATIONS SHOWN WERE ESTIMATED FROM GOOGLE MAPS
- 2) ON-SITE PERCOLATION IS ENHANCED BY USING LIMITED AMOUNT OF CONCRETE AND A.G. PAVING COMBINED WITH USE OF PERVIOUS PAVING MATERIALS AND LANDSCAPING.
- 3) SITE TO FLOW OVERLAND FROM EAST TO WEST TO THE PROPOSED SHALLOW DETENTION BASIN AT WESTERN CORNER OF SITE.



Jerad Hurley, A.I.A.
Architect

Conceptual Site & Drainage Plan Jim Miller Park Nipome, CA



LAND USE PERMIT APPLICATION PACKAGE

SAN LUIS OBISPO COUNTY DEPARTMENT OF PLANNING AND BUILDING
976 OSOS STREET • ROOM 200 • SAN LUIS OBISPO • CALIFORNIA 93408 • (805) 781-5600

Promoting the Wise Use of Land • Helping to Build Great Communities

NOTE: Your application is public record and information regarding your application is available both in person at the Department of Planning and Building in the County Government Center and on the County Planning and Building Department's website. All references to names, addresses, telephone numbers, email addresses and project information are part of this public record. All applications must be filed under the property owner's name and address of the property that is the subject of the application; however, you may use an alternate contact address and telephone number.

REQUIRED CONTENTS

The following information is required to be submitted with your application. If any information is missing, your application may be returned to you until such time as all required materials are included with the submittal.

COPIES – Please provide the following number of copies:

- 15 copies of the Completed General Application Form
- 1 copy of the Consent of Landowner Form (if applicant does not own the property)
- 15 copies of the Completed Land Use Permit Application Form
- 1 copy of the Environmental Description Form
- 1 copy of the Signed Information Disclosure Form
- Completed Accessory Application Form(s) (if applicable) - Curb, Gutter & Sidewalk Waiver, Tree Removal, Variance, Lodge Hill, etc. (these forms are NOT in this package and can be obtained at the Planning and Building Front Counter)

FEES – Application fees will be calculated at the time of submittal (see last page for fee summary).

PLANS - If any of the information included as part of this application is available in digital format, please enclose the information via digital media.

SITE LAYOUT PLAN - an accurate drawing of the property. The site plan must show the following items (where they apply to your site):

- Exterior boundaries and dimensions of the entire site.
- North arrow and scale.
- Slope Contour Map (except when a grading plan is required) showing the following:
 - Inside urban reserve lines* - show contours at 5-foot intervals for undeveloped areas and 2-foot intervals for building sites and paved or graded areas.
 - Outside urban reserve lines* - show contours at 10-foot intervals for undeveloped areas and 2-foot intervals for building sites.
 - Steep slopes* - areas in excess of 30% slope may be designated as such and contours omitted, unless proposed for grading, construction or other alterations.

- General location of major topographic and man-made features, such as rock outcrops, bluffs, streams, swales and graded areas.
 - Location, dimensions and use of all existing and proposed structures on the property, including buildings, decks, balconies, fences, walls, and other structural elements that extend into yard areas.
 - Location, name, width, and pavement type of adjacent and on-site streets/alleys.
 - Existing/proposed curbs, gutters & sidewalks. All points of access, both existing and proposed.
 - ? — Types and location of existing/proposed water supply and sewage disposal facilities.
 - ? — Location and dimensions of all existing/proposed easements, driveways and parking areas (enclosed or open), including pavement type.
 - Location, diameter (at 4 feet above grade), species, approximate canopy cover (dripline) of all trees on the site, noting which will remain and which are proposed for removal, and include proposals for replacement of trees to be removed.
 - All areas proposed for grading and landscaping.
 - Any areas proposed to be reserved and maintained as open space.
 - ? — Location, use and approximate dimensions of all structures within 100 feet of the site's boundaries.
 - A vicinity map showing precisely how to drive to the site. (include street names and distances to help with describing how to get to the site)
 - Coastal Access - If the project is within the coastal zone and located between the ocean and the nearest public road, applications shall include the locations of the nearest public access points to the beach
- PRELIMINARY FLOOR PLANS AND ARCHITECTURAL ELEVATIONS** - showing height of buildings and structures, color, texture and material of exterior finishes and roofing (not required for most agricultural buildings).
- ELEVATIONS** - (relative height) from the finish floor of the garage or other parking area to the edge of the pavement or road at the driveway entrance.

COPIES OF PLANS - If any of the information included as part of this application is available in digital format, please enclose the information via digital media.

Full-Sized Plans

- 7 copies of all drawings in a full-size format (larger than 11 by 17 inch page).

Reductions

- 8 copies of all drawings reduced to the size of an 8-1/2 by 11 inch page.
- 1 copy of all drawings reduced to the size of an 11 by 17 inch page.

OTHER INFORMATION

Legal Lot Verification - how the parcel(s) was legally created.

Abandoned oil and gas wells - if applicable - information is available from the California Division of Oil & Gas, Post Office Box 227, Santa Maria, California 93456, (805) 925-2686.

SUPPLEMENTAL INFORMATION

The following information may be required to be submitted before a review of the application can be completed. If you had a pre-application meeting, and items are checked on this checklist, they are required to be submitted with your application.

- Preliminary Landscaping Plan prepared pursuant to Section 22/23.04.180 et seq.
- Fire Safety Plan prepared pursuant to Section 22/23.05.080 et seq.
- Preliminary Grading/Drainage Plan - when required by Section 22/23.05.020 & .040
- Agricultural Buffers - if adjacent parcels are used for agriculture, show all proposed agricultural buffers.
- Archeological Report - where required, submit two copies.
- Botanical Report - where required, submit two copies.
- Biological Report - where required, submit two copies.
- Building Site Envelopes - on site layout plan show all areas proposed for development, or areas proposed to be excluded from development.
- Noise Study - if the property either adjoins or will be a noise generator or a potential source of noise.
- Traffic Study - where required, submit two copies.
- Geologic Report - where required, submit two copies.
- Visual Analysis - for applications that propose development along significant visual corridors (such as Highway 101 and 1).
- Location, size, design and text of all existing and proposed signs.
- Location and design of solid waste disposal facilities - as required by Section 2/23.04.280.
- Cross-section drawings. The drawings shall include two sectional views of the project, approximately through the middle and at right angles to each other. The existing and proposed grades and the location of and distances between buildings, parking and landscaping shall also be provided.
- Supplemental Development Statement stating the project's phasing schedule (if one is proposed), and any information that is pertinent or helpful to the understanding of the proposal, such as photos, statistical data, petitions, etc.
- Water will-serve letter OR Well pump test (4-72 hour).
- Sewer will-serve letter OR Percolation tests.
- County Public Works road requirements.
- Road Plan and Profile / Culvert Plan and Profile / Streetscape Plan.
- Cost Accounting Agreement.

GENERAL APPLICATION FORM

San Luis Obispo County Department of Planning and Building

File No _____

APPLICATION TYPE - CHECK ALL THAT APPLY

- | | | | |
|------------------------------------------------------------------|------------------------------------------------------|-------------------------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Emergency Permit | <input checked="" type="checkbox"/> Tree Permit | <input type="checkbox"/> Plot Plan | <input type="checkbox"/> Zoning Clearance |
| <input type="checkbox"/> Site Plan | <input checked="" type="checkbox"/> Minor Use Permit | <input type="checkbox"/> Variance | <input type="checkbox"/> Other |
| <input type="checkbox"/> Conditional Use Permit/Development Plan | | <input type="checkbox"/> Surface Mining/Reclamation Plan | |
| <input type="checkbox"/> Curb, Gutter & Sidewalk Waiver | | <input type="checkbox"/> Modification to approved land use permit | |

APPLICANT INFORMATION

Check box for contact person assigned to this project
 Landowner Name County of San Luis Obispo Daytime Phone _____
Mailing Address _____ Zip Code _____
Email Address: _____

Applicant Name County of San Luis Obispo Daytime Phone _____
Mailing Address _____ Zip Code _____
Email Address: _____

Agent Name _____ Daytime Phone _____
Mailing Address _____ Zip Code _____
Email Address: _____

PROPERTY INFORMATION

Total Size of Site: 74,817 s.f. Assessor Parcel Number(s): 090-141-006
Legal Description: _____
Address of the project (if known): _____
Directions to the site (including gate codes) - describe first with name of road providing primary access to the site, then nearest roads, landmarks, etc.: _____

Describe current uses, existing structures, and other improvements and vegetation on the property:

VACANT

PROPOSED PROJECT

Describe the proposed project (inc. sq. ft. of all buildings): Community Park with 3 structures: gazebo, restroom & covered area. Landscape area: Water use:

LEGAL DECLARATION

I, the owner of record of this property, have completed this form accurately and declare that all statements here are true. I do hereby grant official representatives of the county authorization to inspect the subject property.

Property owner signature _____ Date _____

FOR STAFF USE ONLY

Reason for Land Use Permit: _____

CONSENT OF LANDOWNER

San Luis Obispo County Department of Planning and Building

File No _____

I (we) the undersigned owner of record of the fee interest in the parcel of land located at (print address):
_____, identified as Assessor Parcel Number
_____, for which a construction permit, land use permit, land
division, general plan or ordinance amendment, or LAFCo application referral is being filed with the county
requesting an approval for: _____ (specify type of project, for example:
addition to a single family residence; or general plan amendment), do hereby certify that:

1. Such application may be filed and processed with my (our) full consent, and that I (we) have authorized the agent named below to act as my (our) agent in all contacts with the county and to sign for all necessary permits in connection with this matter.
2. I (we) hereby grant consent to the County of San Luis Obispo, its officers, agents, employees, independent contractors, consultants, sub-consultants and their officers, agents, and employees to enter the property identified above to conduct any and all surveys and inspections that are considered appropriate by the inspecting person or entity to process this application. This consent also extends to governmental entities other than the county, their officers, agencies, employees, independent contractors, consultants, sub-consultants, and their officers agents or employees if the other governmental entities are providing review, inspections and surveys to assist the county in processing this application. This consent will expire upon completion of the project.
3. If prior notice is required for an entry to survey or inspect the property. Please contact:
Print Name: _____
Daytime Telephone Number: _____
4. I (we) hereby give notice of the following concealed or unconcealed dangerous conditions on the property _____

PERSON OR ENTITY GRANTING CONSENT:

Print Name: _____

Print Address: _____

Daytime Telephone Number: _____

Signature of landowner: _____ Date: _____

AUTHORIZED AGENT:

Print Name: _____

Print Address: _____

Daytime Telephone Number: _____

Signature of authorized agent: _____ Date: _____

LAND USE PERMIT APPLICATION

San Luis Obispo County Department of Planning and Building

File No _____

Type of project: Commercial Industrial Residential Recreational Other

Describe any modifications/adjustments from ordinance needed and the reason for the request (if applicable): _____

Describe existing and future access to the proposed project site: Carrillo Street

Surrounding parcel ownership: Do you own adjacent property? Yes No
If yes, what is the acreage of all property you own that surrounds the project site? _____

Surrounding land use: What are the uses of the land surrounding your property (when applicable, please specify all agricultural uses):

North: County ROW / Creek

South: Teff St.

East: vacant

West: Commercial

For all projects, answer the following:

Square footage and percentage of the total site (approximately) that will be used for the following:

structures Buildings: 2,908 sq. feet 4 %

Landscaping: 32,774 sq. feet 53 %

Paving: 32,135 sq. feet 43 %

Other (specify) _____

Total area of all paving and structures: _____ sq. feet acres

Total area of grading or removal of ground cover: _____ sq. feet acres

Number of parking spaces proposed: _____ Height of tallest structure: _____

Number of trees to be removed: 0 Type: _____

Setbacks: Front 53' Right 68' Left 24' Back 58'

Proposed water source: On-site well Shared well Other _____

Community System - List the agency or company responsible for provision: NCSD

Do you have a valid will-serve letter? Yes No (If yes, please submit copy)

Proposed sewage disposal: Individual on-site system Other _____

Community System - List the agency or company responsible for sewage disposal: _____

Do you have a valid will-serve letter? Yes No (If yes, please submit copy)

Fire Agency: List the agency responsible for fire protection: Cal Fire

For commercial/industrial projects answer the following:

Total outdoor use area: _____ sq. feet acres

Total floor area of all structures including upper stories: _____ sq. feet

For residential projects, answer the following:

Number of residential units: _____ Number of bedrooms per unit: _____

Total floor area of all structures including upper stories, but not garages and carports: _____

Total of area of the lot(s) minus building footprint and parking spaces: _____

ENVIRONMENTAL DESCRIPTION FORM

San Luis Obispo County Department of Planning and Building

File No _____

The California Environmental Quality Act (CEQA) requires all state and local agencies to consider and mitigate environmental impacts for their own actions and when permitting private projects. The Act also requires that an environmental impact report (EIR) be prepared for all actions that may significantly affect the quality of the environment. The information you provide on this form will help the Department of Planning and Building determine whether or not your project will significantly affect the quality of the environment.

To ensure that your environmental review is completed as quickly as possible, please remember to:

- Answer **ALL** of the questions as accurately and completely as possible.
- Include any additional information or explanations where you believe it would be helpful or where required. Include additional pages if needed.
- If you are requesting a land division or a re-zoning, be sure to include complete information about future development that may result from the proposed land division or rezoning.
- Include references to any reports or studies you are aware of that might be relevant to the questions asked or the answers you provide.

Should a determination be made that the information is inaccurate or insufficient, you will be required to submit additional information upon request.

Physical Site Characteristic Information

Your site plan will also need to show the information requested here:

- Describe the topography of the site:
Level to gently rolling, 0-10% slopes: 1.72 acres
Moderate slopes of 10-30%: - acres
Steep slopes over 30%: - acres
- Are there any springs, streams, lakes or marshes on or near the site? Yes No
If yes, please describe: Nipomo Creek
- Are there any flooding problems on the site or in the surrounding area? Yes No
If yes, please describe: floodway fringe
- Has a drainage plan been prepared? Yes No
If yes, please include with application.
- Has there been any grading or earthwork on the project site? Yes No
If yes, please explain: _____
- Has a grading plan been prepared? Yes No
If yes, please include with application.
- Are there any sewer ponds/waste disposal sites on/adjacent to the project? Yes No
- Is a railroad or highway within 300 feet of your project site? Yes No
- Can the proposed project be seen from surrounding public roads? Yes No
If yes, please list: Tefft St.

Water Supply Information

1. What type of water supply is proposed?
 Individual well Shared well Community water system
2. What is the proposed use of the water?
 Residential Agricultural - Explain Recreation
 Commercial/Office - Explain _____
 Industrial - Explain _____
3. What is the expected daily water demand associated with the project? _____
4. How many service connections will be required? 1
5. Do operable water facilities exist on the site?
 Yes No If yes, please describe: _____
6. Has there been a sustained yield test on proposed or existing wells?
 Yes No If yes, please attach.
7. Does water meet the Health Agency's quality requirements?
Bacteriological? Yes No
Chemical? Yes No
Physical Yes No
Water analysis report submitted? Yes No
8. Please check if any of the following have been completed on the subject property and/or submitted to County Environmental Health.
 Well Driller's Letter Water Quality Analysis OK or Problems
 Will Serve Letter Pump Test _____ Hours _____ G.P.M.
 Surrounding Well Logs Hydrologic Study Other _____

Please attach any letters or documents to verify that water is available for the proposed project.

Sewage Disposal Information

If an on-site (individual) subsurface sewage disposal system will be used:

1. Has an engineered percolation test been accomplished?
 Yes No If yes, please attach a copy.
2. What is the distance from proposed leach field to any neighboring water wells? _____ feet
3. Will subsurface drainage result in the possibility of effluent reappearing in surface water or on adjacent lands, due to steep slopes, impervious soil layers or other existing conditions?
 Yes No
4. Has a piezometer test been completed?
 Yes No
5. Will a Waste Discharge Permit from the Regional Water Quality Control Board be required?
 Yes No (a waste discharge permit is typically needed when you exceed 2,500 gallons per day)

If a community sewage disposal system is to be used:

1. Is this project to be connected to an existing sewer line? Yes No
Distance to nearest sewer line: ~ 40' Location of connection: Tefft St.
2. What is the amount of proposed flow? Public Restroom (Low) G.P.D.
3. Does the existing collection treatment and disposal system have adequate additional capacity to accept the proposed flow? Yes No

Solid Waste Information

- 1. What type of solid waste will be generated by the project?
 Domestic Industrial Agricultural Other, please explain? _____
- 2. Name of Solid Waste Disposal Company: _____
- 3. Where is the waste disposal storage in relation to buildings? various park receptacles
- 4. Does your project design include an area for collecting recyclable materials and/or composting materials?
 Yes No

Community Service Information

- 1. Name of School District: LMUSD
- 2. Location of nearest police station: South County Substation
- 3. Location of nearest fire station: Oak Glen
- 4. Location of nearest public transit stop: adj to site
- 5. Are services (grocery/other shopping) within walking distance of the project? Yes No
 If yes, what is the distance? 200' feet/miles

Historic and Archeological Information

- 1. Please describe the historic use of the property:
railroad
- 2. Are you aware of the presence of any historic, cultural or archaeological materials on the project site or in the vicinity? Yes No
 If yes, please describe: _____
- 3. Has an archaeological surface survey been done for the project site? Yes No
 If yes, please include two copies of the report with the application.

Commercial/Industrial Project Information

Only complete this section if you are proposing a commercial or industrial project or zoning change.

- 1. Days of Operation: _____ Hours of Operation: _____
- 2. How many people will this project employ? _____
- 3. Will employees work in shifts? Yes No
 If yes, please identify the shift times and number of employees for each shift _____
- 4. Will this project produce any emissions (i.e., gasses, smoke, dust, odors, fumes, vapors)?
 Yes No If yes, please explain: _____
- 5. Will this project increase the noise level in the immediate vicinity? Yes No
 If yes, please explain: _____
 (If loud equipment is proposed, please submit manufacturers estimate on noise output.)
- 6. What type of industrial waste materials will result from the project? Explain in detail: _____
- 7. Will hazardous products be used or stored on-site? Yes No
 If yes, please describe in detail: _____
- 8. Has a traffic study been prepared? Yes No If yes, please attach a copy.

9. Please estimate the number of employees, customers and other project-related traffic trips to or from the project: Between 7:00 - 9:00 a.m. _____ Between 4:00 to 6:00 p.m. _____
10. Are you proposing any special measures (carpooling, public transit, telecommuting) to reduce automobile trips by employees Yes No
If yes, please specify what you are proposing: _____
11. Are you aware of any potentially problematic roadway conditions that may exist or result from the proposed project, such as poor sight distance at access points, connecting with the public road?
 Yes No If yes, please describe: _____

Agricultural Information

Only complete this section if your site is: 1) Within the Agricultural land use category, or 2) currently in agricultural production.

1. Is the site currently in Agricultural Preserve (Williamson Act)? Yes No
2. If yes, is the site currently under land conservation contract? Yes No
3. If your land is currently vacant or in agricultural production, are there any restrictions on the crop productivity of the land? That is, are there any reasons (i.e., poor soil, steep slopes) the land cannot support a profitable agricultural crop? Please explain in detail: _____

Special Project Information

1. Describe any amenities included in the project, such as park areas, open spaces, common recreation facilities, etc.(these also need to be shown on your site plan): _____
2. Will the development occur in phases? Yes No
If yes describe: To be determined
3. Do you have any plans for future additions, expansion or further activity related to or connected with this proposal? Yes No If yes, explain: _____
4. Are there any proposed or existing deed restrictions? Yes No
If yes, please describe: _____

Energy Conservation Information

1. Describe any special energy conservation measures or building materials that will be incorporated into your project *: _____

*The county's Building Energy Efficient Structures (BEES) program can reduce your construction permit fees. Your building must exceed the California State Energy Standards (Title 24) in order to qualify for this program. If you are interested in more information, please contact the Building Services Division of the Department of Planning and Building at (805) 781-5600.

Environmental Information

1. List any mitigation measures that you propose to lessen the impacts associated with your project:
- _____
- _____
- _____

2. Are you aware of any unique, rare or endangered species (vegetation or wildlife) associated with the project site? Yes No

If yes, please list: _____

3. Are you aware of any previous environmental determinations for all or portions of this property? Yes No

If yes, please describe and provide "ED" number(s): _____

Other Related Permits

1. List all permits, licenses or government approvals that will be required for your project (federal, state and local): none

(If you are unsure if additional permits are required from other agencies, please ask a member of the Planning Department staff currently assigned in either Current Planning or the Environmental Division.)

INFORMATION DISCLOSURE FORM

San Luis Obispo County Department of Planning and Building

File No _____

TIME LIMITS FOR PROCESSING AND PUBLIC NOTICE DISTRIBUTION REQUIREMENTS - California state law (California Government Code Section 65941.5) requires that the county provide the following information to applicants, when a permit application is filed:

Not later than 30 days after a land use or land division application is received, the county must notify the project applicant or designated representative in writing either that the application is complete, or that items are necessary to complete the application. If you are not notified in writing, the application is considered complete. Any land use or land division application must be approved or denied within three months of adoption of the Negative Declaration or determination that the project is exempt, or within six months of the certification of an Environmental Impact Report. The County of San Luis Obispo processes the land use application and the environmental review concurrently, so these decisions are made simultaneously. (Government Code Sections 65943 and 65950, et seq.)

A project applicant may make a written request to the county to receive notice of any proposal to adopt or amend the general plan and the land use, real property division, building and construction, road name and addressing, and growth management ordinances which might reasonably be expected to affect that applicant's project. The county offers a subscription service for notification of either: (1) all applications received by the county, or (2) Planning Commission agendas. The cost for each of these services is established by the county fee ordinance. (Government Code Sections 65945, 65945.3 and 65945.5)

When a property was created through recordation of a final or parcel map, and it is within five years of recordation, the county cannot withhold or condition the issuance of building permits for residential units based on conformance with conditions that could have been imposed as conditions of the tentative map, except where: (1) A failure to do so would place subdivision residents or residents in the immediate area in a condition perilous to health, safety or both; or (2) The condition is required in order to comply with state or federal law. (Government Code Section 65961)

Copies of Government Code Sections are available at the County of San Luis Obispo Law Library, County Government Center, San Luis Obispo, California.

RIGHT TO FARM DISCLOSURE - The County of San Luis Obispo recognizes the statewide policy to protect and encourage Agriculture. Sections 3482.5 and 3482.6 of the California Civil Code and Chapter 5.16. of the San Luis Obispo County Code protect certain, pre-existing agricultural production and processing operations ("agricultural operation") from nuisance claims. If your property is near a protected agricultural operation, you may be subject to certain inconveniences and/or discomforts which are protected by law. In order for the agricultural operation to be protected, the following requirements of Civil Code Sections 3482.5 and 3482.6 must be satisfied:

(1) The agricultural operation must be conducted or maintained for commercial purposes; (2) The agricultural operation must be conducted or maintained in a manner consistent with proper and accepted customs and standards as established and followed by similar agricultural operations in the same locality; (3) The agricultural operation predated the affected use(s) on your property; (4) The agricultural operation has been in existence for more than three years; and (5) The agricultural operation was not a nuisance at the time it began.

If your property is near an agricultural operation in the unincorporated area of the County which satisfies the above requirements, you may at times be subject to one or more inconveniences and/or discomfort arising from that operation. Such inconveniences may include (depending upon the type of agricultural operation protected), but are not necessarily limited to, the following: noise, odors, fumes, dust, legal pesticide use, fertilizers, smoke, insects, farm personnel and truck traffic, visual impacts, night time lighting, operation of machinery and the storage, warehousing and processing of agricultural products or other inconveniences or discomforts associated with the protected agricultural operations. For additional information pertaining to this disclosure and the Right to Farm Ordinance, or concerns with an agricultural operation, please contact the San Luis Obispo County Agricultural Commissioner's Office.

HAZARDOUS WASTE AND SUBSTANCE SITES AND LANDFILL DISCLOSURE - Please verify whether your project is on the Known Hazardous Waste and Substances Sites List pursuant to AB 3750 and if you are within ½ mile of certain landfills (see back of sheet).

PLEASE COMPLETE AND SIGN BELOW

I acknowledge that I have read and understand the information and policy and detailed above: (1) Time Limits for processing and (2) Public Notice Distribution requirements and (3) the Right to Farm Disclosure.

AND

I acknowledge that I have reviewed the list of Identified Hazardous Waste and Substances Sites List and the Landfill Disclosure on the back of this form and find the following: (1) The site is not shown on the list of Identified Hazardous Waste and Substances Site; (2) The site is not shown on the list dated April 1998, or any later list published by the State Office of Planning and Research and (3) I have read the disclosure statement on landfill operations.

Signature

Date

Print Name: _____

**SAN LUIS OBISPO COUNTY
IDENTIFIED HAZARDOUS WASTE SITES – April, 1998**

IMPACT CITY: ARROYO GRANDE

Site: Union Oil Co - Santa Maria refinery
Location: Willow Rd. north of Guadalupe
City: Arroyo Grande Zip: 93420
Source: DHS1

IMPACT CITY: CAMBRIA

Site: Hampton Hotel
Location: 2601 Main Street
City: Cambria Zip: 93428
Source: WRCB Problem: Tank Leak

Site: Cambria General Store
Location: 850 Main Street
City: Cambria Zip: 93428
Source: WRCB Problem: Tank Leak

Site: Chevron
Location: 2194 Main Street
City: Cambria Zip: 93428
Source: WRCB Problem: Tank Leak

IMPACT CITY: CAYUCOS

Site: Chevron
Location: 12 N. Ocean Boulevard
City: Cayucos Zip: 93430
Source: WRCB Problem: Tank Leak

Site: Bob's Corner Store
Location: 198 N. Ocean Boulevard
City: Cayucos Zip: 93430
Source: WRCB Problem: Tank Leak

IMPACT CITY: CHOLAME

Site: Hearst Corp.
Location: Highway 46
City: Cholame Zip: 93431
Source: WRCB Problem: Tank Leak

IMPACT CITY: LOS OSOS

Site: Los Osos Valley Garage
Location: 1099 Los Osos Valley Road
City: Los Osos Zip: 93402
Source: WRCB Problem: Tank Leak

Site: Los Osos Landfill
Location: Turri Road
City: Los Osos Zip: 93402
Source: CIWMB
Problem: Groundwater Contamination

IMPACT CITY: LOS PADRES

Site: Ozena Station
Location: Highway 33 Zip: 93023
Source: WRCB Problem: Tank Leak

IMPACT CITY: OCEANO

Site: Bell Craig (from service station)
Location: 1899 Cienega
City: Oceano Zip: 93445
Source: WRCB Problem: Tank Leak

IMPACT CITY: PASO ROBLES

Site: Camp Roberts Site 936
Location: Highway 101
City: San Miguel Zip: 93451
Source: WRCB Problem: Tank Leak

Site: San Paso Truck & Auto
Location: Wellsona Road
City: Paso Robles Zip: 93446
Source: WRCB Problem: Tank Leak

IMPACT CITY: SAN LUIS OBISPO

Site: Unocal Tank Farm Facility
Location: 276 Tank Farm Road
City: San Luis Obispo Zip: 93401
Source: WRCB Problem: Tank Leak

Site: Hearn Trucking
Location: 4902 Edna Road
City: San Luis Obispo Zip: 93401
Source: WRCB Problem: Tank Leak

Site: Camp San Luis Obispo
Location: Highway 1 west of Highway 101
City: San Luis Obispo Zip: 93401
Source: WRCB Problem: Tank Leak

Site: SLO Golf & Country Club
Location: 255 Country Club
City: San Luis Obispo Zip: 93401
Source: WRCB Problem: Tank Leak

IMPACT CITY: SAN SIMEON

Site: Chevron
Location: 9540 Castillo Drive
City: San Simeon Zip: 93452
Source: WRCB Problem: Tank Leak

IMPACT CITY: SANTA MARGARITA

Site: Kaiser Sand & Gravel
Location: El Camino Real
City: Santa Margarita Zip: 93453
Source: WRCB Problem: Tank Leak

Site: Pacific Beverage
Location: 22255 El Camino Real
City: Santa Margarita Zip: 93453
Source: WRCB Problem: Tank Leak

IMPACT CITY: TEMPLETON

Site: Templeton Mobile
Location: 701 Las Tablas
City: Templeton Zip: 93465
Source: WRCB Problem: Tank Leak

**LANDFILL OPERATIONS
DISCLOSURE
EL POMAR/ESTRELLA
PLANNING AREA**

If your site is located within 1/2 mile of either the Paso Robles Municipal or the Chicago Grade Landfills (see maps on file with the Department of Planning and Building), this acts to notify you of your proximity to a landfill operation and all of the associated inconveniences and discomforts resulting from the continuing and future operation of such landfill, including possible expansions. Persons living near landfills may contact the California Integrated Waste Management Board (916) 341-6413 to seek available remedies concerning any improper or unlawful activities at the landfill.

LAND USE PERMIT APPLICATION FEES

San Luis Obispo County Department of Planning and Building

As of July 1, 2012

HOW MUCH WILL IT COST TO PROCESS MY LAND USE PERMIT APPLICATION?

The following are **estimated** filing fees for land use permits that are set by the county fee ordinance each year. They are based on what it costs to process your application. Fees vary depending on the complexity of the permit. The following worksheet is a summary of possible estimated application fees.

<input type="checkbox"/> MINOR USE PERMIT		
Minor Use Permit, Tier I with Categorical Exemption (CE)	<input type="checkbox"/>	\$1,936
Minor Use Permit, Tier I with General Rule Exemption (GRE)	<input type="checkbox"/>	\$1,936
Minor Use Permit, Tier I with previously issued environmental document	<input type="checkbox"/>	\$1,936
Minor Use Permit, Tier II with Categorical Exemption (CE)	<input type="checkbox"/>	\$3,148
Minor Use Permit, Tier II with General Rule Exemption (GRE)	<input type="checkbox"/>	\$3,148
Minor Use Permit, Tier II with previously issued environmental document	<input type="checkbox"/>	\$3,148
Minor Use Permit, Tier II with Initial Study	<input type="checkbox"/>	\$4,899
Minor Use Permit, Tier III with Categorical Exemption (CE)	<input type="checkbox"/>	\$4,449
Minor Use Permit, Tier III with General Rule Exemption (GRE)	<input type="checkbox"/>	\$4,449
Minor Use Permit, Tier III with previously issued environmental document	<input type="checkbox"/>	\$4,449
Minor Use Permit, Tier III with Initial Study	<input type="checkbox"/>	\$9,175
Public Works Review	<input type="checkbox"/>	\$728
CAL FIRE Review	<input type="checkbox"/>	\$603
Health Dept. Review	<input type="checkbox"/>	\$412
Ag Commissioner Referral	<input type="checkbox"/>	\$526
Airport Land Use Commission Review	<input type="checkbox"/>	\$1,399
Coastal Add-on for Minor Use Permits (All)	<input type="checkbox"/>	\$1,037
Geological Review (GSA designation) <i>(higher if major review required)</i>	<input type="checkbox"/>	\$2,671
Resource Conservation District Review <i>(plus Real Time Billing Agreement)</i>	<input type="checkbox"/>	\$275
Total		

<input type="checkbox"/> SITE PLAN		
Site Plan with Categorical Exemption (CE)	<input type="checkbox"/>	\$2,066
Site Plan with General Rule Exemption (GRE)	<input type="checkbox"/>	\$2,066
Site Plan with previously issued environmental document	<input type="checkbox"/>	\$2,066
Site Plan with Initial Study	<input type="checkbox"/>	\$3,839
Coastal Add-on for Site Plans	<input type="checkbox"/>	\$456
CAL FIRE Review	<input type="checkbox"/>	\$381
Ag Commissioner Referral	<input type="checkbox"/>	\$520
Total		

<input type="checkbox"/> VARIANCE		
Variance with Categorical Exemption (CE)	<input type="checkbox"/>	\$3,916
Variance with General Rule Exemption (GRE)	<input type="checkbox"/>	\$3,916
Variance with previously issued environmental document	<input type="checkbox"/>	\$3,916
Variance with Initial Study	<input type="checkbox"/>	\$9,009
Health Dept Review	<input type="checkbox"/>	\$412
Coastal Add-on for Variances	<input type="checkbox"/>	\$1,037
Total		

LAND USE PERMIT APPLICATION FEES

San Luis Obispo County Department of Planning and Building

As of July 1, 2012

HOW MUCH WILL IT COST TO PROCESS MY LAND USE PERMIT APPLICATION?

The following are *estimated* filing fees for land use permits that are set by the county fee ordinance each year. They are based on what it costs to process your application. Fees vary depending on the complexity of the permit. The following worksheet is a summary of possible estimated application fees.

<input type="checkbox"/> DEVELOPMENT PLAN/CUP		
Development Plan/CUP; Categorical Exemption (CE)	<input type="checkbox"/>	\$7,785
Development Plan/CUP; General Rule Exemption (GRE)	<input type="checkbox"/>	\$7,785
Development Plan/CUP; previously issued environmental document	<input type="checkbox"/>	\$7,785
Development Plan/CUP; Initial Study	<input type="checkbox"/>	\$14,603
Public Works Review	<input type="checkbox"/>	\$2,083
CAL FIRE Review	<input type="checkbox"/>	\$603
CAL FIRE Review for oil wells/mines (all projects will be cost accounted)	<input type="checkbox"/>	\$603
Health Dept. Review	<input type="checkbox"/>	\$600
Ag Commissioner Referral	<input type="checkbox"/>	\$753
Airport Land Use Commission Review	<input type="checkbox"/>	\$1,399
Coastal Add-on for Development Plan/CUP	<input type="checkbox"/>	\$1,037
Geological Review (GSA designation) (<i>higher if major review required</i>)	<input type="checkbox"/>	\$2,671
Resource Conservation District Review (<i>plus Real Time Billing Agreement</i>)	<input type="checkbox"/>	\$375
Total		

JANUARY 23, 2013

ITEM E-5

ATTACHMENT B

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SAN LUIS OBISPO AND
THE NIPOMO COMMUNITY SERVICES DISTRICT
REGARDING THE TRANSFER OF OWNERSHIP IN
COUNTY-OWNED REAL PROPERTY

This Memorandum of Understanding (“MOU”) is entered by and between the County of San Luis Obispo (hereinafter “County”) and the Nipomo Community Services District (hereinafter “District”) with reference to the following Recitals:

RECITALS

- A. The District is a Community Services District formed and operated pursuant to California Government Code, Sections 61000 et seq. Pursuant to said code, the District is authorized to acquire, construct, improve, maintain, and operate recreational facilities, including, but not limited to, parks and open space; and
- B. The District is considering the activation of Park Powers pursuant to the Cortese-Knox-Hertzberg Act and the rules and regulations of the Local Agency Formation Commission (hereinafter “LAFCO”); and
- C. The County is the owner of certain real property consisting of approximately one (1) acre located at the northeast corner of West Tefft and Carrillo Street (APN 090-141-006) along with the adjacent 60-foot-wide strip of land to the west of this parcel, formerly a railroad right-of-way (a portion of APN 090-151-008), hereinafter referred to as “Property”, as depicted in Exhibit “A”; and
- D. The District has requested the County to transfer ownership of the Property to the District, without compensation, for the purpose of constructing and operating a park; and
- E. The District has a 75’ by 75’ easement for water well purposes on County land across the street from said Property on APN 090-142-007, recorded on May 29, 1984 as Document No. 27332; and
- F. The District has not developed this site for water well purposes and no longer requires the easement; and
- G. The District requires an easement for a sewer lift station and sewer lines installed in the early 1980’s on County-owned land, APN 090-142-007; and
- H. District requests a grant of easement from County for the sewer lift station and sewer lines and offers, in lieu of monetary compensation, to quitclaim the 75’ x 75’ water well easement currently held by District, described in Paragraph E above; and

- I. Pursuant to Government Code, Section 56824.14, in order to maintain a public park, the District's exercise of Park Powers must be approved by LAFCO; and
- J. Pursuant to Government Code, Section 25365, the Board of Supervisors may, upon determination that said Property is not required for County use and with a four-fifths vote of the Board, transfer fee title of said Property to District; and
- K. It is the purpose of this MOU to identify the responsibilities of the parties in developing the Property for use as a park and the transfer of the property to the District as well as the trading of easements.
- L. County wishes to cooperate with District's request to transfer the property to the District in order to provide a park to the community of Nipomo.

NOW, THEREFORE, the parties agree as follows:

1. County hereby determines that subject Property is not required for County use.
2. In lieu of monetary compensation and in consideration of District's offer to construct and maintain a public park on the Property, County intends to transfer ownership of the Property to District free of charge following completion of the steps outlined below. Nothing contained in this MOU shall be interpreted to predetermine the transfer of the property or to restrict County's full review and implementation of environmental review related to the transfer of this Property pursuant to CEQA. Said transfer shall require a future public hearing before the Board of Supervisors pursuant to Government Code Section 25365 after the environmental determination and General Plan Conformity Report are completed.
3. District will develop a plan identifying park features and improvements for approval by County Planning and Building Department.
4. District will provide County an analysis of the costs and the funding sources for construction of park improvements and for ongoing operation and maintenance. If such funding shall require the formation of an assessment district, transfer of ownership of the Property shall not occur prior to approval of the assessment district by the affected property owners.
5. Transfer of the property shall not occur prior to LAFCO activation of the District's Park Powers.
6. If required, District shall apply for a public lot split with County Planning and Building Department and provide all documentation necessary to obtain approval of the County Subdivision Review Board prior to recordation of the Quitclaim Deed. District shall provide, at District's expense, a legal description of the property to be transferred, which shall be an original exhibit to the Quitclaim

Deed. District agrees to submit a Voluntary Merger or Certificate of Compliance Application and processing fees, if required, to County Planning and Building Department.

7. County shall process a General Plan Conformity Report and Environmental Determination for the transfer of the Property. Transfer of the property shall not occur prior to filing of the General Plan Conformity Report and Environmental Determination with the County Planning Commission or, if appealed, approval by the County Board of Supervisors.
8. The Property shall be improved in substantial conformity to development plans as submitted to County and shall be open to the public within three years following date of recordation of the Quitclaim Deed.
9. The Property must be used for public park purposes. The property may not be used to provide a parking in-lieu program for nearby commercial development.
10. The Quitclaim Deed shall contain a reversionary clause giving County the right to require the Property to be transferred back from District to the County if the requirements of paragraphs 7 and 8 are not fulfilled.
11. District shall, at District's sole cost and expense, prepare an Easement Deed with original stamped legal description attached describing easement to be granted by County to District for sewer lift station area and sewer lines.
12. District shall, at District's sole cost and expense, provide an Environmental Determination for said sewer lift station and sewer line easement for review and approval by County Environmental Coordinator. Said Environmental Determination must be reviewed by the County Board of Supervisors prior to granting of the easement.
13. District shall, at District's sole cost and expense, prepare an Easement Quitclaim Deed to release the 75' x 75' water well easement on APN 090-142-007, recorded on May 29, 1984 as Document No. 27332.
14. Easement Quitclaim Deed for water well shall be signed by District in a timely manner and delivered to County along with a signed Certificate of Acceptance for the Easement Deed for sewer lift station and sewer lines. This action shall proceed independently of actions related to transfer of Property for park purposes. County staff shall present the Easement Quitclaim Deed to the County Board of Supervisors concurrently with the Easement Deed for sewer lift station and sewer lines in District's name. Subject to approval by the County Board of Supervisors, both documents shall be recorded concurrently. In the event that County Board of Supervisors does not approve the Easement Deed, Easement Quitclaim deed shall be returned by County to District

15. District does not object to County's intention to develop their vacant land across the street from the Property (APN 090-142-007 and adjacent 60-foot-wide strip of land to the west of this parcel, formerly a railroad right-of-way, portion of APN 090-151-008) for future County facilities, so long as said development is consistent with the County's existing General Plan, General Plan policies, and zoning regulations.
16. Good Faith and Fair Dealing: Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review or determination of either party hereto, such terms are not intended to and shall never be construed to permit such opinion, judgment, approval, review or determination to be arbitrary, capricious or unreasonable. The County and the District shall each act in good faith in performing their respective obligations as set forth in this Agreement.

/////////////////////////////////NOTHING FURTHER PAST THIS POINT EXCEPT SIGNATURES/////////////////////////////////

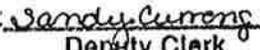
COUNTY OF SAN LUIS OBISPO:

By: 
 Chairman of the Board of Supervisors

Approved by the Board of Supervisors this
24th day of MARCH, 2009.

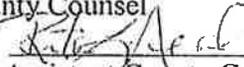
ATTEST:
JULIE L. RODEWALD

Clerk of the Board of Supervisors

By: 
 Deputy Clerk

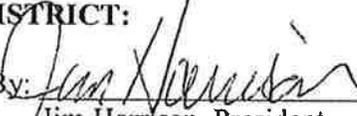
**APPROVED AS TO FORM AND
 LEGAL EFFECT:**

WARREN R. JENSEN
 County Counsel

By: 
 Assistant County Counsel

Date: 1/13/09

**NIPOMO COMMUNITY SERVICES
 DISTRICT:**

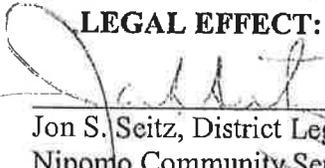
By: 
 Jim Harrison, President

Dated: _____

ATTEST:


 District Secretary

**APPROVED AS TO FORM AND
 LEGAL EFFECT:**


 Jon S. Seitz, District Legal Counsel
 Nipomo Community Services District

Dated: 1-22-09

TO: BOARD OF DIRECTORS
FROM: MICHAEL S. LEBRUN *MGL*
GENERAL MANAGER
DATE: JANUARY 18, 2013



CONSIDER DEVELOPMENT AGREEMENT WITH OWNERS OF MARIA VISTA ESTATES DEVELOPMENT

ITEM

Consider approving a development Agreement with owners of Maria Vista Estates (A.K.A. Tract 1802/Track 1856). [RECOMMEND APPROVE AGREEMENT]

BACKGROUND

In 2001, the District annexed the land encompassed by the Maria Vista Estates development for water, sewer, and solid waste services. The project has been in development for over ten-years.

For various reasons, the Maria Vista Estates has been idle for most of the past five-years. The project recently changed ownership and District staff and District Counsel have worked with the new owners to draft a Development Agreement.

The Agreement serves to limit District liability associated with the development and provide a clear path for resolving outstanding issues related to District providing services throughout the development.

FISCAL IMPACT

Project Owner has provided a deposit of \$10,000 to cover the staff and consulting cost associated with drafting the agreement.

RECOMMENDATION

Staff recommends your Board by motion and roll call vote to approve the Development Agreement.

ATTACHMENT

- A. Development Agreement

JANUARY 23, 2013

ITEM E-6

ATTACHMENT A

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

NIPOMO COMMUNITY SERVICES DISTRICT
P.O. Box 326
Nipomo, CA 93444

APN NO. (See Exhibit A)

PLAN CHECK AND INSPECTION AGREEMENT BETWEEN
THE NIPOMO COMMUNITY SERVICES DISTRICT

AND

SUNWOOD MARIA VISTA ESTATES, LLC, AND
SUNWOOD NIPOMO, LLC (COLLECTIVELY, "SUNWOOD")

AND

RES-CA MV ESTATES, LLC ("RES-CA")

Exhibits:

- A. Property Description
- B. Depiction of Project Property
- C. Depiction of "Dana Wells"
- D. Offer of Dedication
- E. Project Completion Check List

Incorporated by reference:

1. The District Codes
2. The District Standard Specifications for Water & Sewer Improvements
3. District approved Improvement Plans
4. Owner's performance securities
5. Local, County and California State Standards and Requirements

THIS AGREEMENT ("Agreement") is made this 9th day of January, 2013, in San Luis Obispo County, California, by and among the Nipomo Community Services District, State of California, hereinafter referred to as "District;" Sunwood Maria Vista Estates, LLC, and Sunwood Nipomo, LLC; and RES-CA MV Estates, LLC ("RES-CA").

RECITALS

A. For purposes of this Agreement only, Sunwood is referred to from time to time as Owner.

B. Owner is the Fee Title Owner to Phase I, Phase III and various common area parcels of that certain planned community development project located in San Luis Obispo, California, commonly known as Maria Vista Estates, and located in an unincorporated area of the County of San Luis Obispo. The entire project is more particularly described in Exhibit "A" and as depicted in Exhibit "B" attached hereto and incorporated herein by this reference (collectively the "Property");

C. The Property was partially developed by a previous owner who substantially completed onsite and offsite improvements required to obtain water and sewer service from the District.

D. The Property consists of the following:

Owner's Property:

- i. 24 lots on which the single family homes have been completed (the "Phases I Lots");
- ii. Three common area lots which have been or will be dedicated to the Maria Vista Estates Homeowners Association (the "HOA"), the homeowners association created by Trincon as the original developer; and
- iii. 37 partially developed lots within the property (the "Phase III Lots").

RES-CA's Property: 15 ("Phase II Lots") on which homes have been partially completed. APN's: 090-305-011, 090-305-012, 090-305-021, 090-305-022, 090-305-023, 090-305-024, 090-305-025, 090-305-026, 090-305-034, 090-305-035, 090-305-036, 090-305-037, 090-305-038, 090-305-039, 090-305-040.

E. The District provided a "Will Serve" letter (the "Will Serve Letter") to the previous owner on August 27, 2004, confirming its agreement to provide potable water service and sewer service to the Property (the Water Services) upon the previous owner's fulfillment of certain terms and conditions. Pursuant to the Will Serve Letter and prior District actions and Agreements, the previous owner was required to construct/reconstruct, offer and dedicate to the District certain water and sewer improvements described below prior to the District setting additional water meters at the Property (herein the "Improvements"):

- i. Water Well Improvements to two parcels of real property owned by the District (commonly referred to as the Dana Wells) as depicted in Exhibit C; and
- ii. Complete the channel crossing encasement and sewer lines upstream of SSMH 15+57.00 on Vista Del Oro; and
- iii. Replace air compressor at the Sewer Lift Station located at 1844 Vista Del Sol (within the development).

F. The purpose of this Agreement is to provide Owner and RES-CA with an alternative strategy to meet the District requirements as described in Recital E above.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Deposit for District Services.

As of January 8, 2013, Owner or its predecessor, Nipomo Real Estate Group, LLC, and Banconsulting Services, LLC (collectively referred to herein as "Nipomo") has advanced to the District the aggregate sum of twenty thousand dollars (\$20,000) for engineering, inspection, legal and administrative services in connection with plan checking, inspection of construction, and other costs incurred by the District in accepting the Improvements. Owner authorizes District to withdraw from the deposit to pay for services pursuant to this Agreement as they are incurred by District.

District will notify Owner whenever the deposit is reduced to twenty five hundred dollars (\$2500) or less. Within fifteen (15) days after such notification is mailed, Owner shall make an additional deposit in the same amount as the initial deposit.

Upon completion of all items listed in Paragraph 5, any funds so advanced by the Owner in excess of the Districts actual costs shall be refunded to the Owner. Conversely, any costs incurred by the District over and above the amount advanced by the Owner shall be paid by the Owner upon demand and before Notice of Acceptance of the Improvements is issued.

2. Owner's Acknowledgements, Representations and Warranties.

Owner hereby acknowledges the obligation to construct/reconstruct the Improvements referenced in Recital E, and to complete the same and dedicate the same to the District prior to the District setting additional water meters to serve the Property.

The Owner hereby warrants that it has title or entitlements to all assets and real property to accomplish the purposes of this Agreement and as follows:

A. Sunwood represents and warrants that: (a) SUNWOOD MARIA VISTA ESTATES, LLC, and SUNWOOD NIPOMO, LLC are limited liability companies that have been duly organized and are legally existing under the laws of the State of Delaware and are duly qualified to do business in the State of California; (b) this Agreement will constitute, legal, valid and binding obligations of Sunwood enforceable in accordance with its terms; and (c) the execution and delivery of this Agreement is within Sunwood's power and authority without the joinder or consent of any other party and have been duly authorized by all requisite action and are not in contravention of their respective contracts, charter, bylaws and/or other organizational documents; and each member of Sunwood hereby jointly and severally shall defend, indemnify and hold the District harmless against any loss, claim damage, liability or expense (including, without limitation, reasonable attorneys' fees) arising out of their respective representations and warranties of this Subsection A.

B. RES-CA represents and warrants that: (a) RES-CA MV Estates, LLC, is a limited liability company that has been duly organized and is legally existing under the laws of the State of Florida, and is duly qualified to do business in the State of California; (b) this Agreement will constitute, legal, valid and binding obligations of RES-CA enforceable in accordance with its terms; (c) the execution and delivery of this Agreement is within RES-CA's power and authority without the joinder or consent of any other party and have been duly authorized by all requisite action and

are not in contravention of their respective contracts, charter, bylaws and/or other organizational documents, and (d) each member of RES-CA jointly and severally shall defend, indemnify and hold the District harmless against any loss, claim damage, liability or expense (including, without limitation, reasonable attorneys' fees) arising out of their respective representations and warranties of this Subsection B.

C. After acceptance of the Improvements by District, Owner shall remain obligated to eliminate any defect in design, construction defects or dangerous condition caused by the design. The provisions of this paragraph shall remain in full force and effect for five (5) years following the closing of the sale to a homeowner of the 24th residence located at the Property. It is the intent of this paragraph that Owner shall be responsible for all liability for design and construction of the Improvements installed or work done pursuant to this Agreement.

3. Settlement Payment.

In lieu of construction of the Improvements, Sunwood has or will pay to the District the sum of \$200,000.00 (the Settlement Payment") in satisfaction of both Owner's and RES-CA's obligations as referenced in Recital E above.

4. Performance Security.

Upon execution of this Agreement by Sunwood, RES-CA, and the District, Owner agrees to cause Nipomo to provide to the District a deposit of \$200,000 to an escrow to be opened with an escrow agent satisfactory to District and Nipomo and subject to an escrow agreement satisfactory to District and Nipomo. The purpose of the bond/escrow account is to secure Owner's responsibilities under this Agreement including but not limited to those items contained in Paragraph 2 above. The escrow is to be released upon termination of this Agreement.

5. District Service.

The District shall not set additional water meters or otherwise provide additional water service to the Property until the following have occurred:

A. As to Sunwood:

1. Owner has satisfied its obligations pursuant to Paragraph 3 above.
2. Submittal of an Offer of Dedication (the "Offer of Dedication") from Owner to the District in the form attached as Exhibit "D." The District may require any other information as part of the Offer of Dedication such as a current Title Report.
3. The District has adopted a Resolution of Acceptance of the Offer of Dedication (the "Resolution of Acceptance").
4. Owner has satisfied the applicable items set forth on the Project completion Checklist attached as Exhibit "E" with respect to the applicable meters to be set or installed.

B. As to RES-CA: Upon satisfaction of the obligations pursuant to Paragraph 3, RES-CA shall be provided 15 water meters for the Phase II Lots. Thereafter, except for the Representation and Warranties provides for in Section 2.B., RES-CA shall have no other obligations under the terms of this Agreement.

6. District's Acceptance of Improvements; District Services to be Provided.

A. The District acknowledges and agrees that:

1. Owner has paid to the District all applicable fees and charges of the District, including connection fees and applicable fees and charges of the District for all meters for all Phase I Lots, all Phase II Lots, the 3 common area lots and all Phase III Lots, including without limitation the connection fees and capacity charges; and

2. Upon receipt of the Settlement Payment, the District shall:

(a) Adopt the Resolution of Acceptance not later than 21 days of the receipt of both the Settlement Payment and the Offer of Dedication.

(b) Deliver the Notice of Acceptance within five (5) days of the adopting the Resolution of Acceptance.

(c) The District shall own and be free in every respect to operate, manage, and improve the Improvements as it deems appropriate.

(d) The Owner shall reimburse the District and the District's Engineer for all costs and expenses, (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court costs including all cost of appeals) incurred by District and District's Engineer in enforcing the provisions of this Agreement.

(e) Upon satisfaction of Owner's obligations set forth in Paragraph 5 and the activities as described in paragraph 6.A.2, (a), (b), (c) and (d), District shall activate all installed water meters on the Property, set additional meters for those homes in the Property that have been started but do not currently have water, set and activate water meters for the three common area lots and, with respect to the 37 partially developed lots, upon proof of a building permit issued by the County of San Luis Obispo, when requested by Owner, and provide Water Services to the Property, in accordance with Exhibit E known as the Project Completion Check List. The foregoing notwithstanding all obligations of RES-CA under the terms of this agreement per section 5.B. will have been met and water meters shall be activated solely upon payment of its agreed share of the Settlement Payment.

7. Indemnification and Hold Harmless.

Except for the Districts obligations set forth in section 6 of this Agreement the following indemnity requirements 7 A-H apply:

A. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the District, the District's Engineer and their Consultants, and each of their Directors, Officers, Agents and Employees from and against all claims, damages, losses, expenses and other costs, including costs of defense and attorney's fees, arising out of or resulting from or in connection with the performance of the work other than the Improvements described in Recital E above, both on and off the jobsite, provided that any of the foregoing (1) is attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom and (2) is caused in whole

or in part by any act or omission of the Owner, or any Contractor, Subcontractor, or Supplier of Owner, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable, regardless of whether or not it is caused in part by any act or omission (active, passive or comparative negligence included), or a party indemnified hereunder.

B. Without limiting the generality of the foregoing indemnity, such indemnity obligation expressly extends to and includes any and all claims, demands, damages, costs, expenses, fines, penalties, or liability occasioned as a result of:

1. Damages to adjacent property related to the construction of the Improvements;

2. The violation by the Owner, the Owner's Agents, Employees, or Independent Contractors or Subcontractors, of any provisions of this Agreement, and/or federal, state, or local law, including applicable administrative regulations;

3. Injury to or death of any person, or any damage to property owned by any person, while on or about the Property or as a result of the construction of the Improvements, whether such persons are on or about the Property by right or not, whenever the construction of the Improvements is alleged to have been a contributing cause in any degree whatsoever.

4. The design or construction of the Improvements pursuant to the approved Plans.

C. The Owner shall reimburse the District and the District's Engineer for all costs and expenses, (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court costs including all costs of appeals) incurred by District and District's Engineer in enforcing the provisions of this Section 7.

D. The indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of insurance carried by Owner or by the amount or type of damages, compensation, or benefits payable by or for the Owner or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.

E. Owner shall also indemnify and hold harmless the District, the District's Engineer and their Consultants, and each of their Directors, Officers, employees and agents from and against all losses, expenses, damages (including damages to the Improvements itself), Attorney's fees and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Owner to faithfully complete the construction of any other improvements but excluding the Improvements described in Recital E above, and all of the Owner's obligations under the Agreement. Such costs, expenses and damages shall include all cost, including Attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

F. Nothing contained in the foregoing indemnity provisions shall be construed to require Owner to indemnify the District, against any responsibility or liability in contravention of Civil Code §2782.

G. Neither termination of this Agreement or District's Acceptance of the Improvements shall release Owner from its obligations to indemnify as provided herein, as to any claim so long as the event upon which such claims is predicated shall have occurred prior to the

effective of any such termination or Acceptance and arose out of or was in any way connected with performance or operations under this Agreement by Owner, its Employees, Agents or Consultants, or the Employees, Agents or Consultants of any one of them.

H. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the District Engineer and their Consultants, and each of their Directors, Officers, Agents, and Employees from and against all claims, damages, loss expenses, and other costs including cost of defense and attorneys' fees arising out of or resulting from claims to the Ownership of the Improvements referenced in Recital E except as to claims asserted by third parties as alleged in that certain letter dated October 9, 2012, from Kirby Gordon to the Nipomo Community Services District relating to Trincon, Inc. District hereby represents and warrants to Owner that District has not conferred any ownership rights to the Improvements referenced in Recital E to any other person or entity.

I. Notwithstanding the foregoing and in consideration of the indemnity of District by Owner and the warranties set forth in Section 2.C. above, District hereby represents and warrants to Owner that District has fully inspected the Improvements and has taken a video of all sewer lines in connection therewith and District has no knowledge or and reason to know of any defects in construction, design or workmanship with respect to the Improvements.

8. Insurance Requirements.

A. General.

Except as to construction related to the Improvements describe in Recital E, construction at the Property for any additional improvements shall not commence or continue until or unless there is in full force and effect all required insurance. The Owner shall not permit any Contractor or subcontractor to perform work on this project unless the worker's compensation, performance and payment bond and liability insurance requirements have been complied with.

The types of insurance the Owner and Contractor shall obtain and maintain are Workers' Compensation Insurance and Liability Insurance, all as set forth herein.

Workers' Compensation Insurance and Liability Insurance shall be maintained in effect for the full guarantee period.

Insurers must be authorized to do business and have an agent for service of process in California and have at least an "A" policyholder's rating and a financial rating of at least Class XI in accordance with the most current Best's rating.

As evidence of specified insurance coverage, the Owner shall provide certificates of insurance and endorsements to the District on the forms approved by the District for District's approval.

B. Worker's Compensation Insurance.

The Owner shall provide a certificate(s) of insurance certifying that his Contractor has obtained for the period of the Contract full Workers' Compensation Insurance coverage for all persons whom he employs or may employ in carrying out the work under the Agreement. This insurance shall be in strict accordance with the requirements of the most current and applicable State Workers' Compensation Insurance Laws.

C. Liability Insurance.

The Owner or any Contractor carrying out the construction of any additional improvements at the Property, but not including the Improvements described in Recital E, shall carry commercial general liability and automobile liability insurance. The insurance shall include but shall not be limited to protection against claims arising from death, bodily or personal injury, or damage to property resulting from operations, equipment or products of Owner or its Contractor or by their employees, agents, consultants, or anyone directly or indirectly employed by any of the foregoing. The amount of insurance shall not be less than two million dollars (\$2,000,000.00) single limit coverage applying to bodily and personal injury and property damage, or a combination of both.

Such insurance shall be primary insurance as respects the interest of the District, and any other insurance maintained by the District is excess and not contributing insurance with the insurance required hereunder. The insurance shall specifically name the District, its directors, officers, employees and District Engineer as additional insureds, and shall contain an endorsement providing that written notice shall be given to the District at least thirty (30) days prior to termination, cancellation, or reduction of coverage in the policies. The commercial general liability and automobile liability insurance coverage shall also include the following:

- (1) Cross Liability" or "Severability of Interest" clause.
- (2) Commercial General Liability coverage (Insurance Services Office Commercial General Liability coverage - occurrence form CG 0001) shall include:
 - (a) Comprehensive Form
 - (b) Premises-Operations
 - (c) Explosion and Collapse Hazard
 - (d) Underground Hazard
 - (e) Products/Completed Operations Hazard
 - (f) Contractual Insurance
 - (g) Broad Form Property Damage Including Completed Operations
 - (h) Independent Contractors
 - (i) Personal Injury
- (3) Automobile Liability coverage (Insurance Services Office form number CA 0001 (Ed. 1/87) covering automobile liability, Code 1) shall include:
 - (a) Comprehensive Form Coverage Including Loading and Unloading
 - (b) Owned
 - (c) Hired
 - (d) Non-owned

Included in such insurance shall be contractual coverage sufficiently broad to insure the matter set forth in the Indemnity provisions of this Agreement.

9. Term of Agreement and Termination.

A. This Agreement shall become effective on the date first above written and shall remain in effect until terminated by the mutual consent of the parties or as provided in subsections (B and C) below.

B. Owner agrees to promptly design and construct the undeveloped Parcel and to transfer improvements relating to water and sewer improvements to the District in accordance with the terms hereof within two (2) years of the effective date of this agreement. Within 45 days of the expiration of the two-year period, Owner may submit to District a written request for an extension of time for successive one-year periods in order to complete such New Improvements, which request shall not be unreasonably withheld by District.

C. Subject to Paragraph 3 and Paragraph 9.B, if the Owner refuses or fails to construct improvements on the undeveloped parcel at the Project or any separable part thereof with such diligence as will insure its completion within the time specified in this subsection B, above, or any extension thereof, or fails to complete the construction of the such improvements within such time, or if the Owner should be adjudged bankrupt, or if Owner should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of Owner's insolvency, or if Owner or any of its subcontractors should violate any of the provisions of the Agreement, the District may serve written notice upon the Owner and its Surety of its intention to terminate the Agreement, and said notice to contain the reasons for such intention to terminate the Agreement, and unless within ten (10) days after the service of such notice such violations shall cease and satisfactory arrangements for the corrections thereof be made, the Agreement shall, upon the expiration of said ten (10) days, be terminated.

D. In the event of any such termination, the District shall immediately serve written notice thereof upon the Surety, and the Owner. The Surety shall have the right to take over and perform the Agreement, providing, however, that if the Surety within fifteen (15) days after the serving upon it of a notice of termination does not give the District written notice of its intention to take over and perform the work, or does not commence performance thereof within thirty (30) days from the date of serving said notice, the District may take over the construction of the Project and prosecute the same to completion by contract or by any other method it may deem advisable for the account of and at the expense of the Owner, and its Surety shall be liable to the District for any excess cost or other damage occasioned the District hereby, and in such event the District may, without liability for so doing, take possession of and utilize in completing the Project such materials, appliances, plants and other property belonging to the Owner that may be on the site of the Project and be necessary therefore.

E. Termination of the Agreement by District shall not relieve Owner of any warranties set forth in Section 2.A. of this Agreement.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

10. Non Discrimination.

A. Owner and/or Owner's Contractor shall not discriminate in any way against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with, or related to construction of the Improvements.

B. Owner and/or Owner's Contractor shall comply with all provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§1101, et seq., as amended, and in connection with therewith, shall not employ unauthorized aliens as defined therein with regards to the construction of the Improvements. Should Owner's and/or Owner's Contractor so employ such unauthorized

aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against District for such use of unauthorized aliens, Applicant hereby agrees that it shall reimburse District for the cost of such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees incurred by District. Owner shall comply with all provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101 et seq. as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein.

11. Ineligible Contractors.

Owner shall not employ a contractor who is ineligible pursuant to California Labor Code §§1777.1 or 1777.7. The California Division of Labor Standards Enforcement publishes a list of debarred contractors and sub-contractors on the Internet at www.dir.ca.gov/DLSE/debar.html.

12. Assignment.

The provisions of this Agreement shall apply to and bind the successors, grantees, and assigns of the respective parties, but no assignment or transfer of this Agreement, or any part hereof, or interest herein by the Owner shall be valid until and unless approved by the District in writing. Such approval shall be conditioned on the agreement by the assignee, grantee, successor or transferee to be bound by the terms and conditions of this Agreement.

13. Owner Not An Agent of District.

Neither Owner nor any of Owner's agents or contractors are or shall be considered to be agents of the District in connection of the performance of Owner's obligations under this Agreement.

14. Sale or Disposition of the Property.

Sale or other disposition of the Property will not relieve Owner from its obligations set forth herein. Owner agrees to notify District in writing at least thirty (30) days in advance of any actual or pending sale or other disposition of the Property (but excluding sale of individual residences to individual owners). If Owner sells the Property or any portion of the Property to any other person, Owner may request a novation of this Agreement and a substitution of parties. Nothing in the novation shall relieve Owner of the obligations in the indemnification clauses contained in this Agreement for work on the New Improvements constructed by Owner. All Districts' costs in processing a novation pursuant to this Agreement shall be borne by Owner.

15. No Vesting of Rights.

Performance by Owner of this Agreement shall not be construed to vest Owner's rights with respect to the approved Plans, any changes to the District's Specifications during construction and/or the request of District to alter or modify the construction of Improvements prior to District acceptance.

16. Covenants and Conditions.

The obligations of Owner pursuant to this Agreement are both covenants and conditions.

17. Risk of Loss.

Until the date of the Resolution of Acceptance of the Improvements, all risk of loss or injury or destruction to the Improvements shall be upon the Owner. On or after the date of the Notice of Acceptance, all risk of loss or injury or destruction to the Improvements shall be upon the District.

18. Attorney's Fees.

In the event that any arbitration, litigation, or other proceeding of any nature between the District and Owner becomes necessary to enforce or interpret all or any portion of this Agreement, it is mutually agreed that the prevailing party therein shall receive from the other, in addition to such sums as may be awarded, an amount sufficient to reimburse such prevailing party for reasonable attorney's fees and costs paid or owing as a result of such proceeding.

19. Waiver of Rights.

Any waiver at any time by either party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

20. Remedies Not Exclusive.

The use by either party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

21. Entire Agreement.

This Agreement is freely and voluntarily entered into by the parties after having the opportunity to consult with their respective attorneys. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. The parties, in entering into this Agreement, do not rely on any inducements, promises, or representations made by each other, their representatives, or any other person, other than those inducements, promises, and representations contained in this Agreement. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the Owner and the District.

22. Notices.

All notices, statements, reports, approvals, requests, bills or other communications that are required either expressly or by implication to be given by either party to the other under this Agreement shall be in writing and signed for each party by such officers as each may, from time to time, be authorized in writing to so act. All such notices shall be deemed to have been received on the date of delivery if delivered personally or three (3) days after mailing if enclosed in a properly addressed and stamped envelope and deposited in a United States Post Office for delivery. Unless and until formally notified otherwise, all notices shall be addressed to the parties at their addresses as shown below:

District:

Nipomo Community Services District
P.O. Box 326
Nipomo, California 93444
Attn: General Manager
Email: mlebrun@ncsd.ca.gov

Owner:

Sunwood:

Sunwood Nipomo, LLC
Attn: Don Knox
9740 Appaloosa road, Suite 230
San Diego, CA 92131
email: dknox@sunwoodassociates.com

Sunwood Maria Vista Estates, LLC
Attn: Don Faye
9740 Appaloosa road, Suite 230
San Diego, CA 92131
email: DFaye@presidioresidential.com

RES-CA:

Rialto Capital
Attn: Mike Farley
25 Enterprise, Suite 400
Aliso Viejo, CA 92656
email: mike.farley@rialtocapital.com

23. Headings.

The paragraph headings used in this Agreement are for reference only, and shall not in any way limit or amplify the terms and provisions hereof, nor shall they enter into the interpretation of this Agreement.

24. Cooperation.

Each party to this Agreement agrees to do all things that may be necessary, including, without limitation, the execution of all documents which may be required hereunder, in order to implement and effectuate this Agreement.

25. Interpretation of this Agreement.

The parties acknowledge that each party and its attorney have reviewed, negotiated and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by any party in connection with the transactions contemplated by this Agreement.

26. Successors and Assigns.

It is understood and agreed that between the parties hereto that this Agreement shall bind on the heirs, executors, administrators, successors and assigns of the respective parties to this Agreement.

27. Recitals.

The Recitals of this Agreement are incorporated herein by reference and made a part hereof.

28. Time of the Essence.

Time is of the essence in this Agreement.

29. Survival.

The obligations, representations, and warranties, and the remedies for breach of obligations, representations, and warranties, in this Agreement shall survive District's acceptance of the Improvements.

30. Counterparts.

This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

31. Severability.

If any term or provision of this Agreement is, to any extent, held invalid or unenforceable, the remainder of this Agreement shall not be affected.

[SIGNATURES APPEAR ON NEXT PAGE]

WHEREFORE, the Parties hereto have duly executed, or have caused this Agreement to be duly executed, as of the date first written above.

Nipomo Community Services District

By: _____
James Harrison, President
Board of Directors

Owner: SUNWOOD

SUNWOOD MARIA VISTA ESTATES, LLC

By: Sunwood and Associates, LLC, Its Manager

By: Donald R. Faye

Name: Donald R. Faye

Its: EVP.

By: Donald L Knox

Name: DONALD L KNOX

Its: EVP

SUNWOOD NIPOMO, LLC

By: Sunwood and Associates, LLC, Its Manager

By: Donald R. Faye

Name: DONALD R. FAYE

Its: EVP.

By: Donald L Knox

Name: DONALD L KNOX

Its: EVP

ACKNOWLEDGMENT

State of California
County of San Diego)

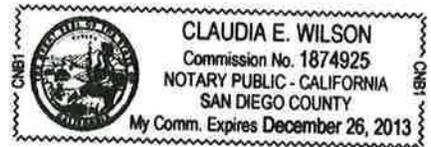
On January 10, 2013 before me, Claudia E. Wilson, Notary Public,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *Claudia E. Wilson* (Seal)



RES-CA:

RES-CA MV ESTATES, LLC,
a Florida limited liability company

By: Multibank 2009-1 RES-ADC Venture, LLC,
a Delaware limited liability company,
Its sole member

By: RL RES 2009-1 Investments, LLC,
Its: Manager

By: Rialto Capital Advisors, LLC,
Its: Attorney in Fact

By:

Name: Anthony Seijas
Vice President

Authorized Signatory

Attest:

Michael S. LeBrun, Secretary and General Manager
Nipomo Community Services District

All Signatures must be notarized.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 17th of January, 2013
by Anthony Seifas as Vice President, who is
personally known to me or who has produced (type of identification) as
identification.

M. Shaffer

Signature of person taking acknowledgment

Michelle Shaffer

Name typed, printed or stamped

Notary Public for the State of Florida

Serial number, if any _____



EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

**OWNED BY SUNWOOD
(PHASE I, PHASE III AND COMMON AREA LOTS)**

PARCEL 1:

LOT 1 OF TRACT NO. 1802, PHASE 1, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO THE MAP RECORDED JUNE 19, 2002 IN BOOK 20, PAGE 17 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

PARCEL B OF PARCEL MAP COAL 03-0458, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED FEBRUARY 1, 2005 IN BOOK 63, PAGE 37 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

THAT PORTION OF PARCEL A OF PARCEL MAP COAL 03-0458, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED FEBRUARY 1, 2005 IN BOOK 63, PAGE 37 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN THE AREA SHOWN AS "VISTA DEL RIO," "VISTA DEL PUEBLO" AND "SANTA MARIA VISTA" AND "VISTA DEL SOL" ON TRACT NO. 1802, PHASE 2, ACCORDING TO THE MAP RECORDED FEBRUARY 1, 2005 IN BOOK 25, PAGES 36 THROUGH 46 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

THAT AREA SHOWN AS "VISTA DEL SOL" ON TRACT NO. 1856, PHASE 2, ACCORDING TO THE MAP RECORDED FEBRUARY 1, 2005 IN BOOK 25, PAGES 47 THROUGH 50 OF MAPS, IN THE OFFICE OF THE COUNTY OF THE RECORDER OF SAID COUNTY.

PARCEL 5:

LOTS 2 THROUGH 5, 7 THROUGH 14, 17 THROUGH 32, 39 THROUGH 45 AND 53 THROUGH 60 OF TRACT 1802, PHASE 2, ACCORDING TO THE MAP RECORDED FEBRUARY 01, 2005 IN THE BOOK 25, PAGES 36-46 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 6:

LOTS 2 THROUGH 27 OF TRACT 1856, PHASE 2, ACCORDING TO THE MAP RECORDED FEBRUARY 1, 2005 IN BOOK 25, PAGES 47-50 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN'S

090-303-001 090-303-002 090-303-003 090-303-004 090-303-005
090-304-001 090-304-002 090-304-003 090-304-004 090-304-005
090-304-006 090-304-007 090-304-008
090-305-001 090-305-003 090-305-004 090-305-005 090-305-006
090-305-007 090-305-008 090-305-009 090-305-010 090-305-013
090-305-014 090-305-015 090-305-016 090-305-017 090-305-018
090-305-019 090-305-020 090-305-027 090-305-028 090-305-029
090-305-030 090-305-031 090-305-032 090-305-033 090-305-041
090-306-001 090-306-002 090-306-003 090-306-004 090-306-005
090-306-006 090-306-007 090-306-008 090-306-009 090-306-010
090-306-011 090-306-012 090-306-013 090-306-014 090-306-015
090-306-016 090-306-017 090-306-018 090-306-019 090-306-020
090-306-021 090-306-022 090-306-023 090-306-024 090-306-025
090-306-026 090-306-027 090-306-028
090-307-001 090-307-002 090-307-003 090-307-004 090-307-005
090-307-006 090-307-007

**OWNED BY RES-CA
(PHASE II LOTS)**

PARCEL 7:

LOTS 15, 16, 33 THROUGH 38 INCLUSIVE AND 46 THROUGH 52 INCLUSIVE OF TRACT 1802, PHASE 2, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO THE MAP RECORDED FEBRUARY 1, 2005 IN BOOK 25, PAGES 36-46 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN's

090-305-011 090-305-012 090-305-021 090-305-022 090-305-023
090-305-024 090-305-025 090-305-026 090-305-034 090-305-035
090-305-036 090-305-037 090-305-038 090-305-039 090-305-040

EXHIBIT "B"

DEPICTION OF THE PROPERTY

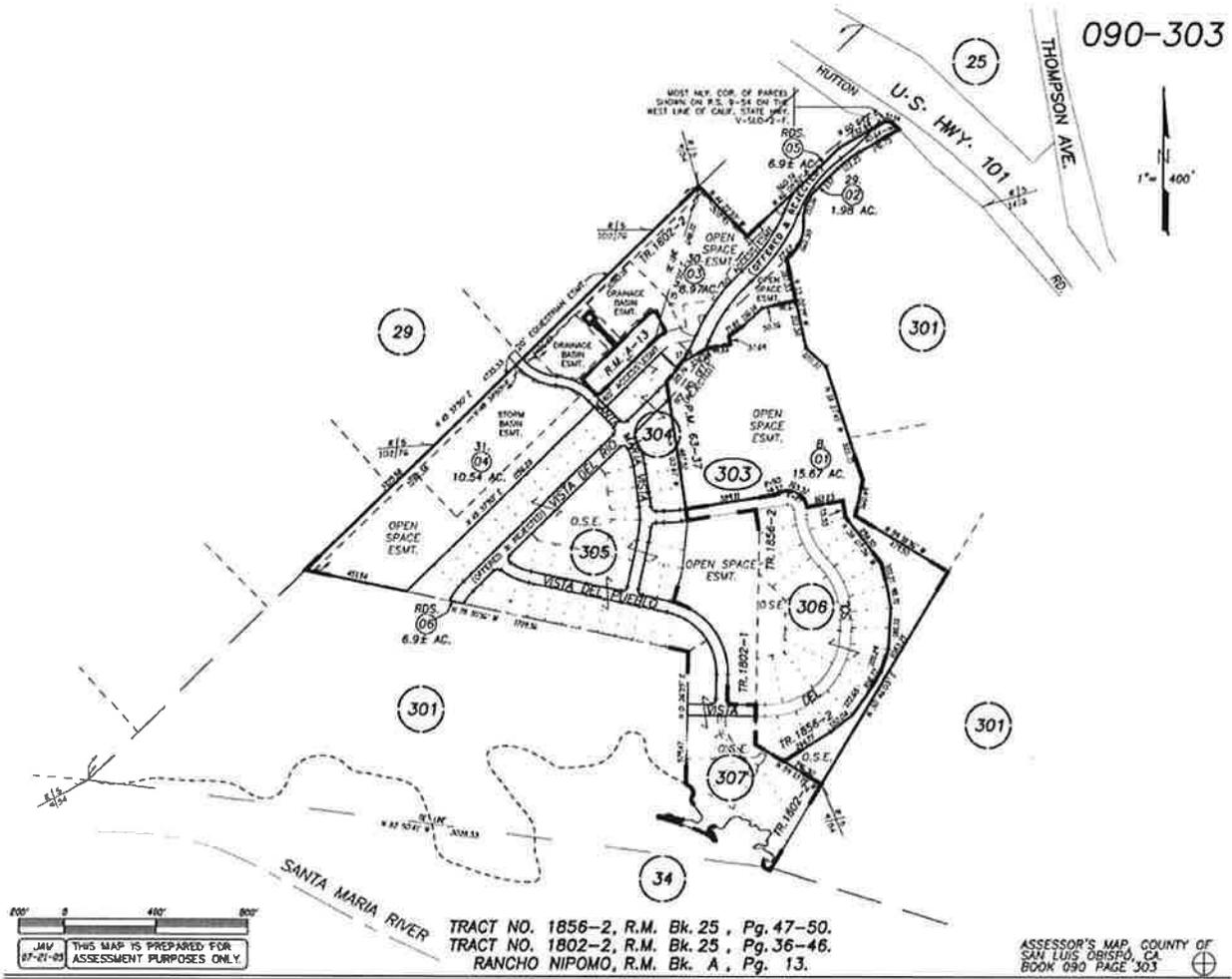


EXHIBIT "C"
DEPICTION OF THE DANA WELLS

NO FEE

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

ASSESSOR'S PARCEL NO. 91-283-12

DOC. NO. **20199**
OFFICIAL RECORDS
SAN LUIS OBISPO CO., CA

MAR 3 0 1990

GRANT OF EASEMENTS

FRANCIS M. COONEY
County Clerk-Recorder

AND

TIME **12:15 PM**

WATER SERVICE AGREEMENT

AFFECTING REAL PROPERTY

(TENTATIVE TRACT MAP 1822)

This Agreement, dated September 13 1989 is by and between the
Nipomo Community Services District, a public agency, situated in
the County of San Luis Obispo, California, (hereinafter
"District") and:

ROBERT W. COATES

MARIAN C. COATES

DAVID A. DANA

(all of whom are hereinafter designated "Owners").

VOL 3481 PAGE 849

RECITALS

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

WHEREAS, Owners desire to grant said easements and access, and agree to said restrictions, in return for the District's conditional commitment to construct public water system improvements on Owners' property, subject to the prior confirmation by the District that productive water wells may be constructed on Owners' property as set forth hereinafter.

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

AGREEMENT

ARTICLE I DESCRIPTION OF OWNERS PROPERTY

Owners warrant and represent that they are the fee owners of an approximately forty-acre parcel abutting Camino Caballo in Nipomo, all of which is within the boundaries of the District and is more particularly described on Exhibit A, attached hereto.

ARTICLE II

GRANT OF EASEMENTS

Owners hereby grant to District two perpetual exclusive easements for water well purposes only, including the right to install and maintain all equipment and appurtenances necessary or appropriate therefor on, above, and beneath the ground surface on the areas shown as District Well Sites on Exhibits B and C, attached hereto, together with 25 feet wide perpetual non-exclusive easements for access and pipeline construction as shown on said Exhibit D, attached hereto.

ARTICLE III

POTENTIAL DISTRICT CONSTRUCTION OF WATER
SERVICE FACILITIES

Upon completion by the District of two water wells, each producing a sustained yield of at least 100 gallons of water per minute (100 gpm), within the District Well Sites shown on said Exhibit B and C, the District agrees to construct, within the easements granted herein by Owners, a public water distribution system capable of providing at least eight service connections to Owners' property.

In addition, if District constructs said public water distribution system, that construction will include the installation of 8 one-inch water service connections and up to 2 standard fire hydrant assemblies, all at locations mutually acceptable to Owners and District. The use of said service connections shall conform to the District's regulations for similar water service customers.

If District constructs said public water distribution system, such construction will be completed without cost to Owners.

If the District fails to complete two water wells, each producing a sustained yield of at least 100 gpm, the District may at its sole discretion either complete one or both wells of lesser yield within the District Well Sites and construct the water distribution system described herein above, or the District may relinquish by quit claim deed all rights acquired by this grant and thereby eliminate District's obligation to complete any construction on Owners' property.

ARTICLE IV OWNERS' OBLIGATIONS

a - Payment of Fees for Water Service

Notwithstanding the fact that under this agreement the District may construct a water distribution system on Owners' property, without cost to Owners, Owners hereby acknowledge their obligation to pay standard fees to District prior to the initiation of new water service. Such fees may include, without limitation, Water System Fees, Meter Set Fees, Customer Service Fees and Credit Deposits.

b - Construction of Water Distribution System

Owners hereby acknowledge that if the District, at its sole discretion, chooses not to construct the water distribution system described hereinabove, Owner must construct said system, including the installation of a proper pipe loop as approved by District, prior to the initiation of any additional water service to Owners' property described herein.

ARTICLE V

RESTRICTED USE AREA ON OWNERS PROPERTY

To protect the purity of the water from the wells to be constructed by District, the parties recognize and agree that circular areas, each with a radius of 200 feet, on portions of Owners' property as shown on Exhibit A, attached hereto, shall be subject and restricted at all times to uses compatible with domestic well water production. More specifically, and without limitation, septic tanks, leach line fields, and any use deemed incompatible by the San Luis Obispo County Health Department, or similar agency with jurisdiction over said property, shall be prohibited in the said restricted use area.

ARTICLE VI

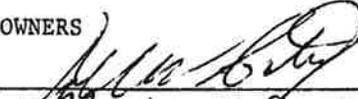
This Agreement shall run with the land and shall be binding upon, and inure to the benefit of, all successors in interest of the parties hereto.

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

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

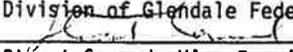
ACKNOWLEDGE ALL SIGNATURES

OWNERS



Marian C. Coates

David A. Dana

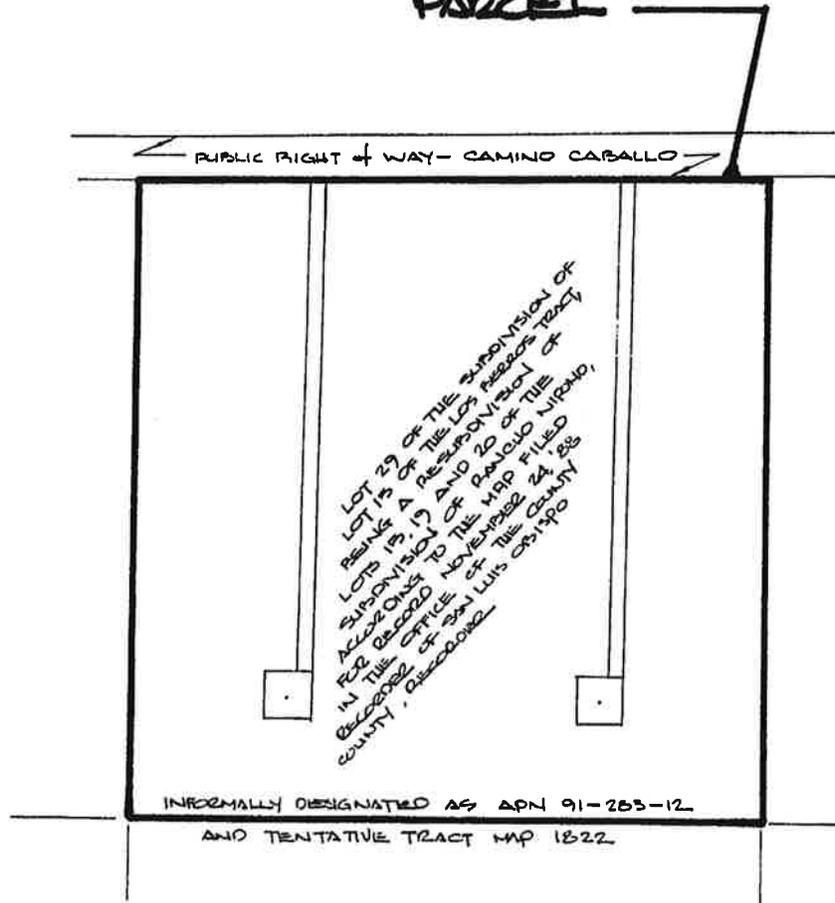
LIEN HOLDERS: Guarantee Savings, a
Division of Glendale Federal Bank


Stuart Conrad, Vice-President

EXHIBIT A

NOT TO SCALE

OWNER'S 40 ACRE PARCEL



RAD

3.23.90

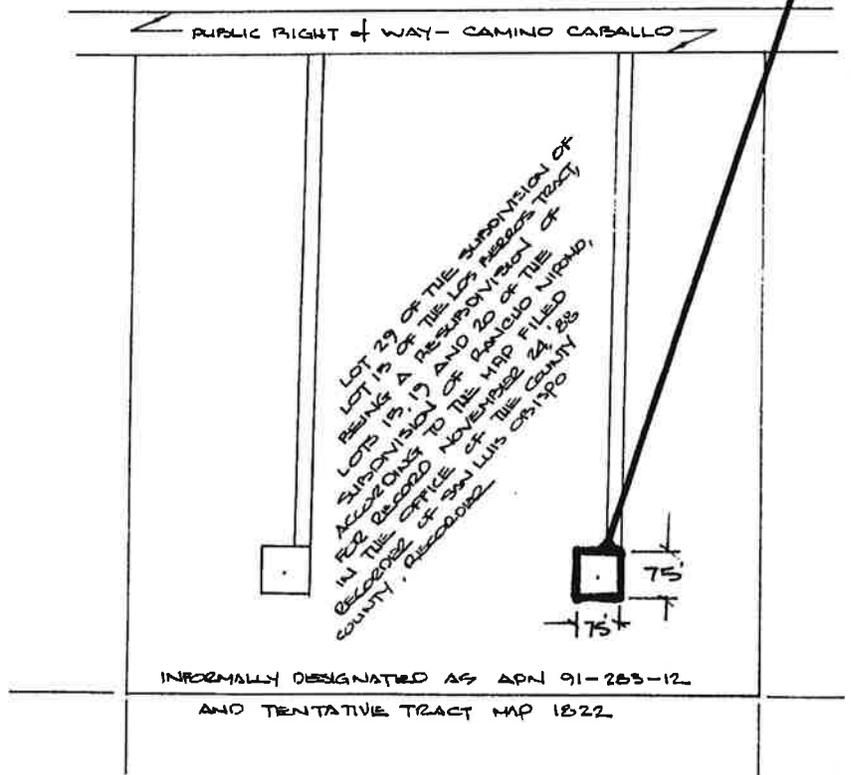
VOL 3481 PAGE 856

EXHIBIT B

NOT TO SCALE

DANA WELL N° 1 EASEMENT

CENTERED ON EXISTING WELL
CASING



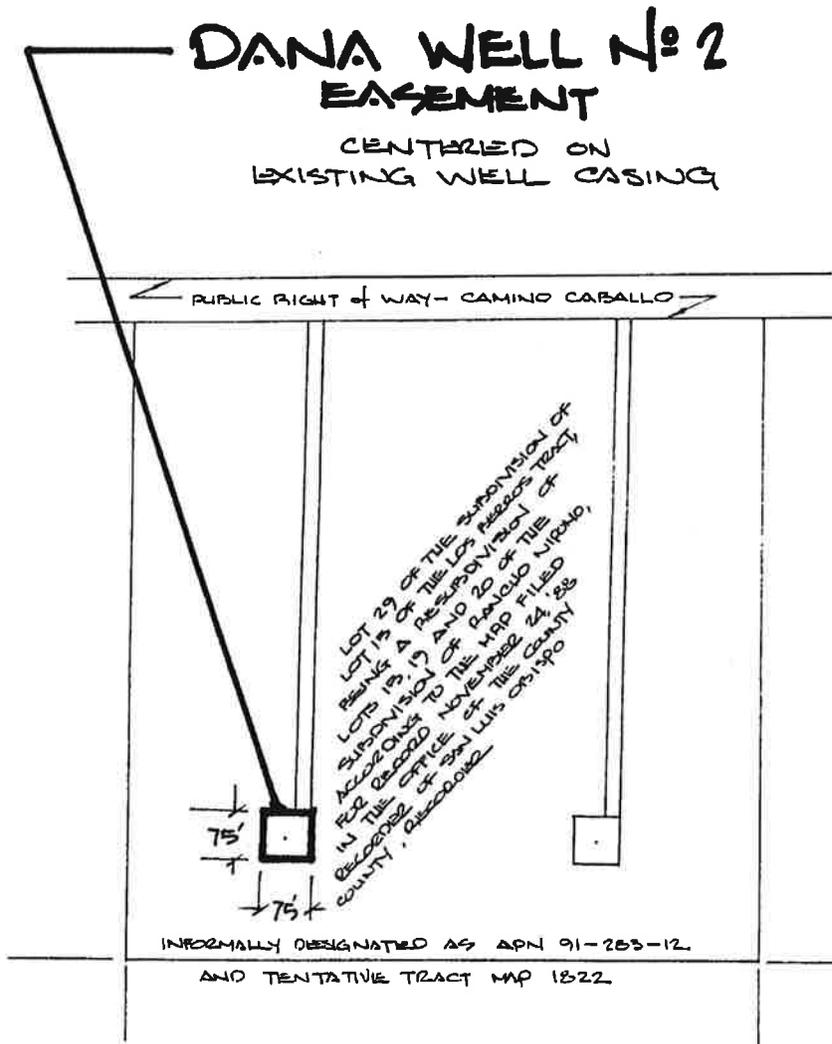
RAD

3.23.90

VOL 3481 PAGE 857

EXHIBIT C

NOT TO SCALE



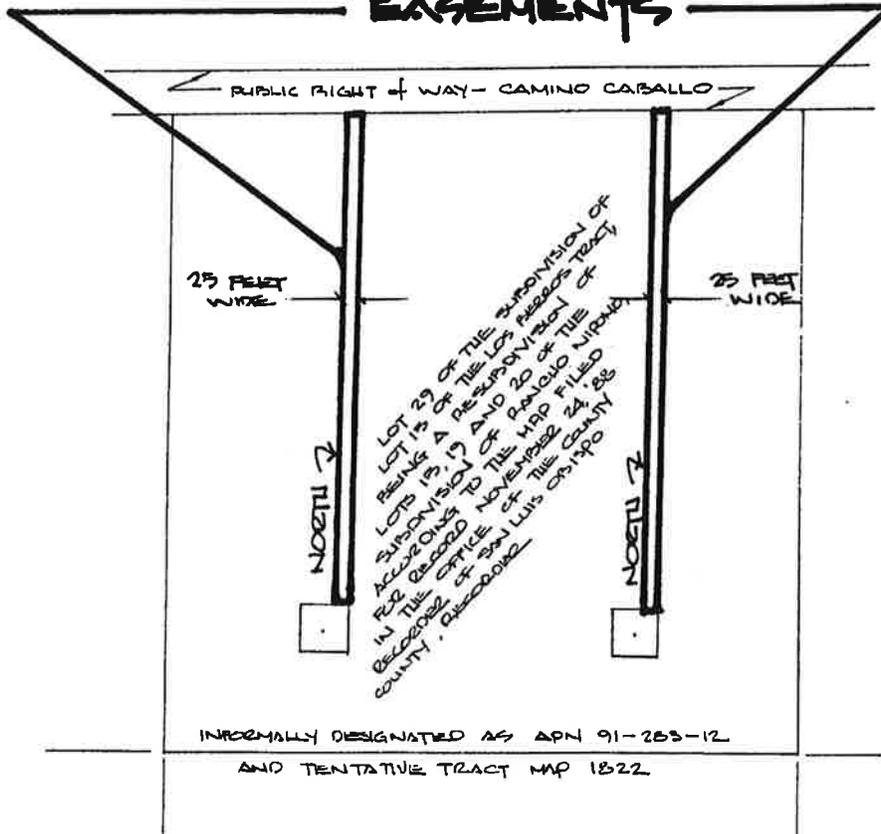
DF 3.23.90

VOL 3481 PAGE 858

EXHIBIT D

NOT TO SCALE

ACCESS & PIPELINE EASEMENTS



DF 3.23.90

VOL 3481 PAGE 859

CERTIFICATE OF ACCEPTANCE
OF
GRANT OF EASEMENTS
AND
WATER SERVICE AGREEMENT
AFFECTING REAL PROPERTY
(TENTATIVE TRACT MAP 1822)

THIS IS TO CERTIFY THAT the interest in real property conveyed by Grant of Easements and Water Service Agreement Affecting Real Property, dated September 13, 1989 from Robert W. Coates, Marian C. Coates and David A. Dana to the NIPOMO COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California, is hereby accepted by order of the Board of Directors made on September 13, 1989 and the Grantee consents to the recordation of the DEED by its General Manager - Chief Engineer.

Dated: September 13, 1989

NIPOMO COMMUNITY SERVICES DISTRICT

By

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



Joyce Chudoba
Joyce Chudoba, Secretary

END OF DOCUMENT

VOL 3481 PAGE 861

EXHIBIT "D"

OFFER OF DEDICATION

TO: NIPOMO COMMUNITY SERVICES DISTRICT
P O BOX 326,
NIPOMO, CA 93444

The undersigned individual (s), as the authorized representative (s) of the owners of Tracts 1802 & 1856 in the County of San Luis Obispo, hereby offers to DEDICATE to the Nipomo Community Services District for public use the following water or water and sewer system improvements and guarantees all such work that may prove defective in workmanship or materials for a five-year period, ordinary wear and tear excepted:

All onsite and offsite water and sewer improvements constructed by the Owner in support of District water and sewer service to Maria Vista Estates (A.K.A. Tracks 1802 & 1856).

[Date]

Owners:

SUNWOOD MARIA VISTA ESTATES, LLC

By: Sunwood and Associates, LLC, Its Manager

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

SUNWOOD NIPOMO, LLC

By: Sunwood and Associates, LLC, Its Manager

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

[Signatures must be notarized]

EXHIBIT "E"

PROJECT COMPLETION CHECKLIST

Nipomo Community Services District

Maria Vista Estates Project Status – JULY 2012

The following is a summary of the project status. Please refer to the District's Code, Policies, Procedures and Standard Specifications for details of the District's requirements.

Conditions for activating 8 existing installed meters (1 meter installed for unit sold):

- Owner's signature on District Service Agreement
- A \$10 set up fee will be required to reactivate meters that have previously been set and subsequently turn-off/placed in an inactive status

Conditions for installing meters 10 through 27 (18 total additional meters):

- Initial deposit from owner **{\$10,000.00}** and execution by Owner and RES-CA of Plan Check and Inspection Agreement to which this Exhibit "E" is attached

Conditions for installing meters 28 through 77 (50 total additional meters)

- Status of easements needs to be determined

Conditions for installing 3 irrigation meters (1 inch size) for common area landscaping

- Provide District with zone by zone analysis of irrigation system to ensure 1 inch meters are adequate.
- Copy of recorded Covenants, Conditions, and Restrictions (CC&R's), acceptable to the District, that include provisions for maintenance of common areas and formation of property owners' association that is responsible for payment of all costs related to common parcel irrigation meters