

TO: BOARD OF DIRECTORS
FROM: MARIO IGLESIAS
GENERAL MANAGER
DATE: MARCH 9, 2018



PRESENTATIONS AND REPORTS

The following presentations and reports are scheduled:

- C-1) DIRECTORS' ANNOUNCEMENTS OF DISTRICT & COMMUNITY INTEREST AND REPORTS ON ATTENDANCE AT PUBLIC MEETINGS, TRAINING PROGRAMS, CONFERENCES, AND SEMINARS.
Receive Announcements and Reports from Directors

- C-2) RECEIVE PUBLIC COMMENT ON PRESENTATIONS AND REPORTS PRESENTED UNDER ITEM C AND BY MOTION RECEIVE AND FILE PRESENTATIONS AND REPORTS.

TO: BOARD OF DIRECTORS

FROM: MARIO IGLESIAS
GENERAL MANAGER



DATE: MARCH 9, 2018



CONSENT AGENDA

The following items are considered routine and non-controversial by staff and may be approved by one motion if no member of the Board wishes an item removed. If discussion is desired, the item may be removed from the Consent Agenda by a Board member and will be considered separately at the conclusion of the Administrative Items. Individual items on the Consent Agenda are approved by the same vote that approves the Consent Agenda, unless an item is pulled for separate consideration. The recommendations for each item are noted in bracket. Members of the public may comment on the Consent Agenda items.

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

- D-1) WARRANTS [RECOMMEND APPROVAL]
- D-2) APPROVE FEBRUARY 14, 2018, REGULAR BOARD MEETING MINUTES [RECOMMEND APPROVAL]
- D-3) ADOPT A RESOLUTION TO ACCEPT THE AMENDMENT TO GRANT DEED AND COVENANTS RUNNING WITH LAND FROM LOS PRIMOS PROPERTIES, LLC, IN SUPPORT OF SUPPLEMENTAL WATER PROJECT [RECOMMEND ADOPTED RESOLUTION AND DIRECT STAFF TO RECORD EASEMENT AND CARRY OUT REMAINING TERMS OF SETTLEMENT AGREEMENT]

TO: BOARD OF DIRECTOR

REVIEWED: MARIO IGLESIAS 
GENERAL MANAGER

FROM: LISA BOGNUDA 
FINANCE DIRECTOR

DATE: MARCH 13, 2018

AGENDA ITEM

D-1

MARCH 14, 2018

WARRANTS WILL BE DISTRIBUTED ON TUESDAY, MARCH 13, 2018

TO: BOARD OF DIRECTORS

FROM: MARIO IGLESIAS
GENERAL MANAGER

DATE: MARCH 9, 2018

AGENDA ITEM
D-2
MARCH 14, 2018

**APPROVE FEBRUARY 14, 2018
REGULAR BOARD MEETING MINUTES**

ITEM

Approve action minutes from previous Board meetings. [RECOMMEND APPROVE MINUTES]

BACKGROUND

The draft minutes are a written record of the previous Board Meeting action.

RECOMMENDATION

Approve Minutes

ATTACHMENT

- A. February 14, 2018 draft Regular Board Meeting Minutes

MARCH 14, 2018

ITEM D-2

ATTACHMENT A

NIPOMO COMMUNITY SERVICES DISTRICT

Serving the Community Since 1965

DRAFT REGULAR MINUTES

FEBRUARY 14, 2018 AT 9:00 A.M.

JON S. SEITZ BOARD ROOM 148 SOUTH WILSON STREET, NIPOMO, CA

BOARD of DIRECTORS

ED EBY, **PRESIDENT**
DAN ALLEN GADDIS, **VICE PRESIDENT**
BOB BLAIR, **DIRECTOR**
CRAIG ARMSTRONG, **DIRECTOR**
DAN WOODSON, **DIRECTOR**

PRINCIPAL STAFF

MARIO IGLESIAS, **GENERAL MANAGER**
LISA BOGNUDA, **FINANCE DIRECTOR**
WHITNEY MCDONALD, **GENERAL COUNSEL**
PETER SEVCIK, **DIRECTOR OF ENG. & OPS.**

Mission Statement: The Nipomo Community Services District's mission is to provide its customers with reliable, quality, and cost-effective services now and in the future.

A. CALL TO ORDER AND FLAG SALUTE

President Eby called the Regular Meeting of February 14, 2018 to order at 9:00 a.m. and led the flag salute.

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

At Roll Call, Directors Eby, Gaddis, Armstrong and Woodson were present. Director Blair had a planned absence.

Pam Wilson, customer, thanked the Board of Directors for her ½ price garbage bill this month.

C. PRESENTATIONS AND REPORTS

C-1) DIRECTORS' ANNOUNCEMENTS OF DISTRICT & COMMUNITY INTEREST AND REPORTS ON ATTENDANCE AT PUBLIC MEETINGS, TRAINING PROGRAMS, CONFERENCES, AND SEMINARS.

Receive Announcements and Reports from Directors

Director Woodson

- *Ad Hoc Committee meeting to review the County's septic management plan was canceled because it was determined that additional comments were not necessary.*
- *February 8, attended South County Advisory Council (SCAC) Traffic and Circulation Meeting-topics included Tefft Street Interchange improvements and a demonstration traffic circle at Ida and Tejas.*

Director Gaddis

- *January 31, attended the RWMG Climate Change Workshop and recommended that water project should be scored high because water is necessary 24/7.*
- *February 5, attended the District Board Officer's meeting.*

Director Armstrong

- *February 7, attended the WRAC meeting.*

○ Director Eby

- *January 31, attended the RWMG Climate Change Workshop.*
- *February 5, attended the District Board Officer's meeting.*
- *February 6, attended Parks Department meeting-County to conduct a survey on*

SUBJECT TO BOARD APPROVAL

00:00

Nipomo Community Services District
**DRAFT REGULAR MEETING
 MINUTES**

- county-wide needs for parks and recreation.*
- *February 6, attended workshop sponsored by 4th District Supervisor candidate Jimmy Paulding*
- *February 7, attended the WRAC meeting.*
- *February 15, will attend LAFCO meeting and Nipomo Mesa Management Area (NMMA) Technical Group meeting.*

C-2) RECEIVE PUBLIC COMMENT ON PRESENTATIONS AND REPORTS PRESENTED UNDER ITEM C AND BY MOTION RECEIVE and FILE PRESENTATIONS AND REPORTS

There were no public comments.

*Upon the motion of Director Gaddis and seconded, the Board unanimously approved to receive and file the presentations and reports as submitted.
 Vote 4-0.*

YES VOTES	NO VOTES	ABSENT
<i>Directors Gaddis, Woodson, Armstrong and Eby</i>	<i>None</i>	<i>Blair</i>

09:06:00

D. CONSENT AGENDA

D-1) WARRANTS

D-2) APPROVE JANUARY 24, 2018, REGULAR BOARD MEETING MINUTES

There were no public comments.

*Upon the motion of Director Woodson and seconded, the Board unanimously approved the Consent Items.
 Vote 4-0.*

YES VOTES	NO VOTES	ABSENT
<i>Directors Woodson, Gaddis, Armstrong, and Eby</i>	<i>None</i>	<i>Blair</i>

E. ADMINISTRATIVE ITEMS

E-1) REVIEW PUBLIC DRAFT OF LOCAL AGENCY FORMATION COMMISSION (LAFCO) SPHERE OF INFLUENCE UPDATE AND MUNICIPAL SERVICES REVIEW [RECOMMEND REVIEW AND PROVIDE DIRECTION TO STAFF]

Mario Iglesias, General Manager, reviewed the report as presented in the Board Packet.

The Board of Directors reviewed the comments on the draft public draft and suggested edits.

The following members of the public spoke:

Noel Heal, Blacklake resident, commented on Table 3-8 on page 3-24 regarding the number of building permits issued.

Jim Gallagher, Blacklake resident, commented on comment #15 regarding Blacklake Sewer.

The Board President directed Staff to combine the comments and suggested edits into a letter. Board Officers will review the letter prior to submission to LAFCO no later than February 26.

SUBJECT TO BOARD APPROVAL

10:00:00

Nipomo Community Services District
DRAFT REGULAR MEETING
MINUTES

E-2) REVIEW BOARD BY-LAWS AND POLICIES AND PROPOSE EDITS FOR CONSIDERATION [RECOMMEND REVIEW OF BY-LAWS AND DIRECT STAFF TO RETURN WITH REVISIONS, IF ANY FOR FUTURE BOARD APPROVAL]

Mario Iglesias, General Manager, reviewed the report as presented in the Board Packet.

The Board of Directors reviewed the Board By-Laws and suggested edits.

There were no public comments.

The Board President directed Staff to bring the item back for review and approval at the next regular Board meeting.

Board took a 5 minute Break at 10:04 a.m.

E-3) DESIGNATE A DIRECTOR AS VOTING DELEGATE AND CONSIDER MAKING A NOMINATION FOR LAFCO'S ALTERNATE SPECIAL DISTRICT SEAT [RECOMMEND DESIGNATE VOTING DELEGATE, CONSIDER NOMINATION AND DIRECT STAFF]

Director Woodson nominated Director Eby to be a candidate for the LAFCO Alternate Special District seat. There were no other nominations.

There were no public comments.

Upon motion of Director Gaddis and seconded, the Board unanimously approved the nomination of Director Eby.

Vote 4-0.

YES VOTES	NO VOTES	ABSENT
<i>Directors Gaddis, Woodson, Armstrong and Eby</i>	<i>None</i>	<i>Blair</i>

Director Armstrong was designated as the voting delegate to attend the February 23, 2018 Special District Annual Meeting in Avila Beach. Director Eby will deliver an updated resume to Staff for distribution to other CSD's in the County.

1:09:00

F. MANAGER'S REPORT

Mario Iglesias, General Manager, presented a verbal report.

- D. February 15, NMMA meeting*
- E. February 15, Blacklake meeting regarding sewer*
- F. February 20, Woodgreen Lift Station resident meeting*
- G. February 20, Board Officer meeting*
- H. February 21, St Joseph church meeting*
- I. February 21, Supervisor Compton and County staff at 2:00 p.m. at SLO County Government Center*

Staff is reviewing options on moving the supplemental water project forward due to lack of

SUBJECT TO BOARD APPROVAL

rain this winter.

There were no public comments.

1:21:00
G. COMMITTEE REPORTS

None

1:23:00
H. DIRECTORS' REQUEST TO STAFF AND SUPPLEMENTAL REPORTS

Director Armstrong

Requested an update on the Opterra report.

Director Woodson

Requested an opinion on the use of ratepayer funds to support an organization that was endorsing a political candidate.

I. CLOSED SESSION ANNOUNCEMENTS

1. CONFERENCE WITH DISTRICT LEGAL COUNSEL RE: PENDING LITIGATION PURSUANT TO GC §54956.9

a) SMVWCD VS. NCSO (SANTA CLARA COUNTY CASE NO. CV 770214, SIXTH APPELLATE COURT CASE NO. H032750 AND ALL CONSOLIDATED CASES).

b) NCSO V LOS PRIMOS PROPERTIES, LLC (SAN LUIS OBISPO CASE NO. 16CV0512.

2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (Gov. Code §54956.9): Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9 – 1 potential case PURSUANT TO GC §54957.6

3. CONFERENCE WITH LEGAL COUNSEL –LIABILITY CLAIM PURSUANT TO GOVERNMENT CODE SECTION 54956.95
CLAIMANTS: KIMI SMART, NICHOLAS DANA

1:23:17
J. PUBLIC COMMENT ON CLOSED SESSION ITEMS

There were no public comments.

K. ADJOURN TO CLOSED SESSION

President Eby adjourned to Closed Session at 10:30 a.m.

L. OPEN SESSION

ANNOUNCEMENT OF ACTIONS, IF ANY, TAKEN IN CLOSED SESSION

The Board came back into Open Session at 11:43 a.m.

SUBJECT TO BOARD APPROVAL

Nipomo Community Services District
DRAFT REGULAR MEETING
MINUTES

Whitney McDonald, District Legal Counsel, announced that the Board discussed Item 1.1(a) and (b), 2 and 3, but took no reportable action.

ADJOURN

President Eby adjourned the meeting at 11:44 a.m.

MEETING SUMMARY	HOURS & MINUTES
Regular Meeting	1 hour 30 minutes
Closed Session	1 hour 14 minutes
TOTAL HOURS	2 hour 44 minutes

Respectfully submitted,

Mario Iglesias, General Manager and Secretary to the Board

Date

TO: BOARD OF DIRECTORS
FROM: MARIO IGLESIAS
GENERAL MANAGER
DATE: MARCH 9, 2018

AGENDA ITEM
D-3
MARCH 14, 2018

ADOPT A RESOLUTION TO ACCEPT THE AMENDMENT TO GRANT DEED AND COVENANTS RUNNING WITH LAND FROM LOS PRIMOS PROPERTIES, LLC, IN SUPPORT OF SUPPLEMENTAL WATER PROJECT

ITEM

Accept Amendment to Grant Deed and Covenants Running With Land, APNs 090-291-039, 040, 043, 044, 045, and 046, from Los Primos Properties, LLC , pursuant to settlement agreement entered into in Nipomo Community Services District v. Los Primos Properties, LLC (San Luis Obispo County Superior Court, Case #16CV0512). [RECOMMEND ADOPT RESOLUTION AND ACCEPT AMENDMENT TO GRANT DEED AND COVENANTS RUNNING WITH THE LAND AND DIRECT STAFF TO RECORD EASEMENT AND CARRY OUT REMAINING TERMS OF SETTLEMENT AGREEMENT]

BACKGROUND

District legal counsel, working at the direction of your Board and in support of acquiring necessary right of way for construction of the Supplemental Water Project, have negotiated a settlement agreement in Nipomo Community Services District v. Los Primos Properties, LLC (San Luis Obispo County Superior Court, Case #16CV0512) through which the District will obtain an amendment to an existing easement.

Pursuant to the settlement agreement, Attachment A, approved by your Board on February 14, 2018, and executed by your General Manager on March 1, 2018, the agreed purchase price of the amended easement is \$45,474.71, inclusive of statutory costs. The District deposited \$35,000 with the State of California Condemnation Deposit Fund in May 2017, as provided for in the eminent domain statutes. That amount was not withdrawn by Los Primos Properties, LLC, and it will be returned to the District upon dismissal of the litigation, which will occur following payment of the purchase price.

FISCAL IMPACT

Funds for this purchase are included in the overall supplemental water project budget and the District's 2017/2018 Fiscal budget. The District will pay the agreed purchase price of \$45,474.71 to Los Primos Properties, LLC, and will receive a reimbursement of \$35,000 from the amount previously deposited with the State Treasurer, which will then be placed in Fund 500.

STRATEGIC PLAN

Goal 1 – WATER SUPPLY – Actively plan to provide reliable water supply of sufficient quality and quantity to serve both current customers and those in the long-term future.

RECOMMENDATION

Staff recommends that by motion and roll call vote, the Board adopt the Resolution to Accept the Amendment to Grant Deed and Covenants Running with the Land attached hereto as Attachment B and direct staff to process the documents and payment accordingly.

ATTACHMENTS

- A. Settlement Agreement and Mutual General Release
- B. Resolution to Accept Amendment to Grant Deed and Covenants Running with the Land

MARCH 14, 2018

ITEM D-3

ATTACHMENT A

SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE

This Settlement Agreement and Mutual General Release of all claims ("Release") is entered into by Nipomo Community Services District ("District") on the first part, and by Los Primos Properties, LLC, a California limited liability company, its agents, servants, members, and successors (collectively "LPP") on the second part.

LPP is the current owner of real property located in unincorporated San Luis Obispo County, identified as APNs 093-291-039, -040, -043, -044, -045, and -046 (collectively the "Property"). On May 20, 2013, a Grant Deed and Covenants Running with the Land affecting the Property was recorded as Document No. 2013028807 ("Grant Deed"). The Grant Deed was entered into by and between the District and LPP's predecessor in interest, Linda Vista Farms Association Inc. On October 27, 2016, the District filed a Complaint in Eminent Domain (San Luis Obispo County Superior Court Action No. 16CV0512; "Complaint") against LPP to acquire an expanded area of the permanent easement that was included within the Grant Deed. A legal description and plat map depicting the expanded easement area is attached hereto as Exhibit A.

The Parties are in a dispute regarding the just compensation to be paid for the expanded easement area described in Exhibit A. There is also a dispute between the Parties regarding LPP's agricultural activities on the Property, in particular LPP's fumigation activities on the Property and some required modifications to the existing access road improvements on the Property. The Parties desire to enter into this Settlement Agreement and Mutual General Release in order to fully settle and discharge all claims which are, or might have been, the subject matter of the Complaint, all claims LPP has or had against District, and all claims the District has, or might have, against LPP upon the terms and conditions set forth below:

RELEASE AND DISCHARGE

The parties hereto hereby agree that this Release reflects the entire agreement of the parties relative to the subject matter hereof, and supersedes all prior and/or contemporaneous oral and/or written understandings, statements, representations, and/or promises. The terms of this Release are contractual, and not merely recitals.

The District and LPP each agree to perform as follows

1. LPP will:
 - a. Execute an Amended Grant Deed, in the form attached hereto as Exhibit B, prior to final approval of District's Board of Directors to enter into the Amended Grant Deed.

2. The District will:
 - a. Execute an Amended Grant Deed, in the form attached hereto as Exhibit B, after final approval of District's Board of Directors. The Amended Grant Deed will not be recorded until payment of the proceeds identified in the following paragraph.
 - b. Pay to LPP the sum of \$40,000 plus LPP's statutory costs in connection with the Complaint pursuant to Code of Civil

Procedure section 1268.710 in the amount of \$474.71, and LPP's \$5,000 appraisal reimbursement pursuant to Code of Civil Procedure section 1263.025, for a total of \$45,474.71.

- c. Dismiss the Complaint with prejudice, after the completion of items 2(a) and (b) above. In connection with such dismissal, LPP will waive its entitlement to recovery of litigation expenses, including but not limited to legal and appraisal fees, pursuant to Code of Civil Procedure section 1268.610, et seq.

In addition, LPP agrees as follows: In connection with its prior construction of improvements to Alta Vista Lane within the Property, the District constructed a culvert underneath the roadway. LPP has installed its pipeline within the culvert, which diminishes the flow capacity of NCS D's culvert. LPP agrees to remove its pipeline from said culvert and relocate the pipeline along a different alignment, within 30 days of the date of this Release. Any trenching within Alta Vista Lane required by such relocation shall be repaired by LPP to the condition that existed previous to the trenching. The appropriate underground service alert system must be notified if trenching is required to relocate said culvert.

LPP completely releases and forever discharges District, its representatives, directors and successors in interest, of and from any and all claims, demands, causes of action, obligations, liens, damages, losses, costs, attorneys' fees, interest and expenses of every kind and nature whatsoever, known or unknown, fixed or contingent, which LPP may now have or may hereafter have against District and the releasees described herein in this paragraph by reason of any matter, cause or thing arising out of, or in any manner connected with the Complaint, or other matters described in the Release, and/or the facts giving rise to the Complaint, or other matters described in this Release.

District completely releases and forever discharges LPP and its respective successors, successors in interest, heirs, assigns and agents of and from any and all claims, demands, causes of action, obligations, liens, damages, losses, costs, attorneys' fees and expenses of every kind and nature whatsoever, known or unknown, fixed or contingent, which District may now have or may hereafter have against LPP and the releasees described herein in this paragraph by reason of any matter, cause or thing arising out of, or in any manner connected with the Complaint, or other matters described in this Release.

This Release shall be a fully binding and complete settlement among the District and LPP and their past, present, and future attorneys, attorneys-in-fact, agents, servants, representatives, employees, subsidiaries, affiliates, member companies, partners, predecessors, successors-in-interest, assigns and all other persons, firms, or corporations with whom any of the former have been, are now, or may hereafter be affiliated.

The Parties understand and agree that the Release and discharge is a general release. The Parties hereto expressly waive and assume the risk of any and all claims for damages which exist as of this date, but which they do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect their decision to enter into this settlement agreement. The Parties hereto further agree that the settlement specified herein is a complete compromise of matters involving disputed

issues of law and fact. They assume the risk that the facts or law may be other than what they believe. This Release shall be construed as though all Parties have participated equally in its drafting and, it shall be interpreted, wherever possible, to make it valid and effective. If any part of this Release is invalid or prohibited only that part should be affected and the rest of the Release shall be enforced as written.

REPRESENTATION OF COMPREHENSION OF DOCUMENT

In entering into this Release, the Parties each represent that they have relied upon the advice of their attorneys who are the attorneys of their choice concerning the legal consequences of this Release; that the terms of this Release have been completely read and explained to each of the Parties by their attorneys; and the terms of this Release are fully understood and voluntarily accepted by the District and LPP. The Parties freely agree to this Release without reservations or doubts.

The Parties hereby agree that if the facts with respect to this Release and/or facts alleged in the Complaint are found hereafter to be different from the facts now believed by them to be true, the undersigned expressly accept and assume the risk of such possible differences in facts and hereby agree that this Release is and will remain effective notwithstanding such differences in facts.

WARRANTY OF CAPACITY TO EXECUTE RELEASE

The Parties represent and warrant that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Release; that each of the Parties has the sole right and exclusive authority to execute this Release; and that none of the Parties have sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Release.

GOVERNING LAW

This Settlement Agreement and Mutual Release shall be construed and interpreted in accordance with the laws of the State of California.

ADDITIONAL DOCUMENTS

All Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Release.

MISCELLANEOUS

Any provisions of California Evidence Code Sections 1115-1128 notwithstanding this Release may be enforced by any Party hereto by a motion under California Code of Civil Procedure Section 664.6 or by any other procedure permitted by law in the Superior Court of San Luis Obispo County, California. The prevailing Party will be entitled to attorney's fees and costs.

It is understood and agreed that this Settlement Agreement and Release is the compromise of disputed claims and is not to be construed as an admission of liability on the part of either Party.

This Release contains the entire agreement between the Parties with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED BY THEIR LEGAL COUNSEL AND ARE FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THIS RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

THE PARTIES, BEING AWARE OF CIVIL CODE SECTION 1542, HEREBY EXPRESSLY WAIVE ANY RIGHTS WHICH THEY MAY HAVE UNDER THIS LAW, AS WELL AS UNDER ANY OTHER STATUTE OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

The undersigned also expressly waive any and all equivalent and/or similar provisions of any and all statutes and/or other laws of the United States and of any and all other states and jurisdictions.

The persons signing below on behalf of the Parties hereby warrant that they have full authority to execute this Release on behalf of the respective parties.

This Release may be executed in counter-parts all of which when taken together shall constitute one and the same instrument. This Release shall become effective immediately following the execution by each of the Parties.

BY SIGNING THIS AGREEMENT, THE PARTIES CERTIFY THAT THEY HAVE READ IT, THAT THEY HAVE CONSULTED WITH THEIR LEGAL COUNSEL ABOUT ITS EFFECT, AND THAT THEY FULLY UNDERSTAND IT.

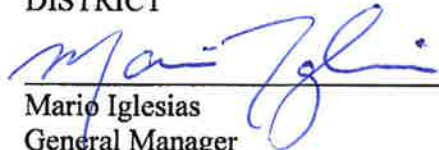
The Release may be executed in counterparts and by facsimile and/or by scanned and emailed documents.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS RELEASE, AS INDICATED HEREIN BELOW:

SIGNATURES TO FOLLOW ON NEXT PAGE

NIPOMO COMMUNITY SERVICES
DISTRICT


Dated: 3/2/18



Mario Iglesias
General Manager

LOS PRIMOS PROPERTIES, LLC, a
California limited liability company

Dated: 2/20/18



Daniel Chavez, Manager

Dated: 2/26/18



Juan Chavez, Manager

Dated: 2/20/18



Lorena Chavez, Manager

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

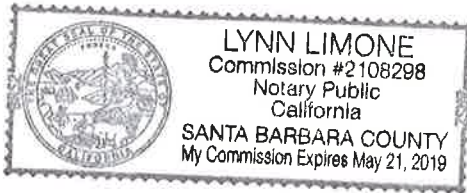
State of California)
)
County of Santa Barbara)

On February 20, 2018, before me, Lynn Limone, Notary Public, personally appeared LORENA CHAVEZ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

Lynn Limone



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

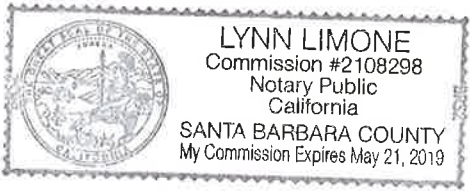
State of California)
)
County of Santa Barbara)

On February 20, 2018, before me, Lynn Limone, Notary Public, personally appeared DANIEL CHAVEZ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

Lynn Limone



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California)
)
County of Santa Barbara)

On February 26, 2018, before me, Lynn Limone, Notary Public, personally appeared JUAN CHAVEZ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

Lynn Limone

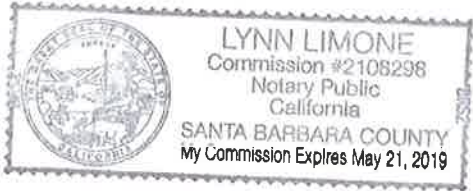


EXHIBIT A

Exhibit A
(Easement Legal Description)
Over a portion of APN 090-291-046 (County of SLO)

Being a portion of Lot 4 of Tract No. 2034 in the County of San Luis Obispo, State of California, according to the map filed in Book 18, Page 78 of Maps in the Office of the County Recorder of said County, and being more particularly described below:

A strip of land, one hundred feet (100 feet) wide, the center line described as follows:

Commencing at a found 1 inch diameter iron pipe marking the Section Corner between Sections 33 and 34, Township 11 North, Range 34 West, and Sections 3 and 4, Township 10 North, Range 34 West, S.B.M. in the County of Santa Barbara, State of California, as shown on Tract 5764, Phase 3, Unit 2, in the City of Santa Maria, County of Santa Barbara, State of California, according to the map filed in Book 188 at Pages 31 through 36 of Maps, in the Office of the County Recorder of said Santa Barbara County, and having grid coordinates of (northing) 2,188,882.615 feet, (easting) 5,826,896.812 feet of the California Coordinate System 1983 (CCS83), Zone 5, epoch date 2002.00 using Continuous Operating Reference Stations, 1996 adjustment [NAD83(CORS96)];

Thence north 07°03'04" east 2,406.08 feet to a found two inch diameter iron pipe and brass cap stamped "LS 5565" marking the point of intersection of Blosser Road and Atlantic Place as shown on said map and having grid coordinates of (northing) 2,191,270.493 feet (easting) 5,827,192.174 feet of said CCS83, Zone 5;

Thence south 88°33'41" west 8.19 feet;

Thence north 02°44'34" east 512.30 feet to the True Point of Beginning;


Thence north 21°53'43" west 3,162.47 feet to a point lying south 36°54' 15" east 1,098.08 feet from a found one inch iron pipe and plastic plug stamped "RCE 25366" marking the corner common to said Lot 1 and Lot 2 and on the northwesterly boundary line of said Tract No. 2034 and having grid coordinates of (northing) 2,195,594.427 feet (easting) 5,825,369.804 feet of said CCS83, Zone 5.

The sidelines of the above described strip shall be extended and/or shortened so as to begin and/or end on the southeasterly line of the land described in Parcel "C" per Document No. 2013028807 of Official Records and on the southerly line of said Lot 4.

Excepting therefrom a strip of land, thirty feet (30 feet) wide described in Parcel "A" per Document No. 2013028807 of Official Records.

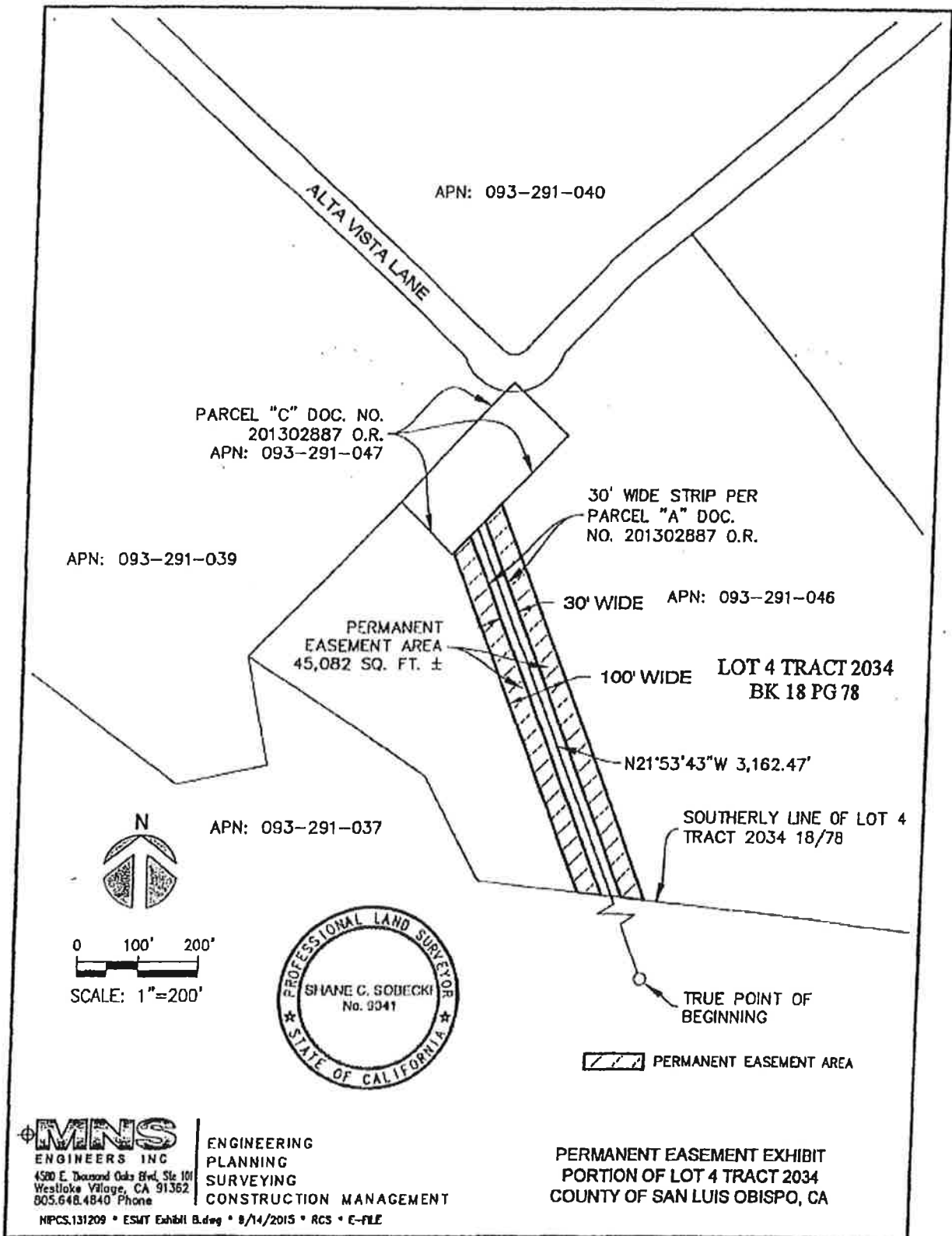
Containing 45,082 square feet, more or less.

This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Signature: 
Shane C. Sobecki, PLS

Date: 3/17/16





ALTA VISTA LANE
APN: 093-291-040

PARCEL "C" DOC. NO.
201302887 O.R.
APN: 093-291-047

30' WIDE STRIP PER
PARCEL "A" DOC.
NO. 201302887 O.R.

APN: 093-291-039

PERMANENT
EASEMENT AREA
45,082 SQ. FT. ±

30' WIDE APN: 093-291-046

100' WIDE LOT 4 TRACT 2034
BK 18 PG 78

N21°53'43"W 3,162.47'

SOUTHERLY LINE OF LOT 4
TRACT 2034 18/78

APN: 093-291-037



0 100' 200'
SCALE: 1"=200'



TRUE POINT OF
BEGINNING

PERMANENT EASEMENT AREA



4580 E. Thousand Oaks Blvd, Ste 101
Westlake Village, CA 91362
805.648.4840 Phone

ENGINEERING
PLANNING
SURVEYING
CONSTRUCTION MANAGEMENT

PERMANENT EASEMENT EXHIBIT
PORTION OF LOT 4 TRACT 2034
COUNTY OF SAN LUIS OBISPO, CA

EXHIBIT B

Recorded at request of
NIPOMO COMMUNITY SERVICES DISTRICT

When recorded return to:

Nipomo Community Services District
c/o Todd A. Amspoker
Price, Postel & Parma, LLP
200 E. Carrillo Street, Suite 400
Santa Barbara, California 93101

Space above this line for Recorder's Use

No recording fee per Government Code § 6103
No Documentary Transfer Tax per Revenue & Taxation Code § 11922

A.P. No. 090-291-039, 040, 043, 044, 045 and 046

**AMENDMENT TO GRANT DEED and CONVENANTS RUNNING
WITH THE LAND**

Exhibits incorporated by reference:

- "A" – Grant Deed Recorded May 20, 2013, Document No. 2013028807
- "B" – Expanded Easement Area
- "C" – Assessor's Parcel Map

This AMENDMENT TO GRANT DEED AND COVENANTS RUNNING WITH THE LAND ("Amendment") is between Los Primos Properties, LLC ("LPP") and Nipomo Community Service District ("NCSD"). NCSD and LPP are collectively referred to as the "Parties."

RECITALS:

A. LPP is the owner of certain real property located in unincorporated San Luis Obispo County, consisting of APN's 090-291-039, 040, 043, 044, 045 and 046 (LPP's Property). LPP currently uses LPP's Property for farming strawberries and other agricultural products.

B. The NCSD, and LPP's predecessor in interest, Linda Vista Farms Association Inc. ("Linda Vista"), previously entered into that certain Grant Deed and Covenants Running with the Land Recorded May 20, 2013 as Document No. 2013028807 ("Grant Deed"). A true and correct copy of the Grant Deed is attached hereto as Exhibit "A." Among other things, the Grant Deed provided that Linda Vista would: (1) convey fee title to a certain portion of LPP's Property ("Fee Parcel"); (2) convey a permanent pipeline and access easement on other portions of LPP's Property; and (3) the NCSD would have the right to use all existing lanes, drives and roadways

within LPP's Property that then existed or may exist in the future, as shall be convenient and necessary for the purposes of exercising NCSD's rights as set forth in the Grant Deed.

C. LPP purchased the LPP Property in 2015 from Linda Vista, and as Linda Vista's successor in interest succeeded to the rights and burdens set forth in the Grant Deed.

D. From time to time LPP and/or LPP's tenants/lessees fumigate the LPP Property with regulated products and chemicals, and may in the future engage in other agricultural activities that potentially may have an impact on NCSD's access to the Fee Parcel (the "Activities"). The Parties have had a disagreement regarding NCSD's ability to obtain access to its Fee Parcel during time periods when LPP is engaging in the Activities. The purpose of this Amendment is, in part, to define the protocol for the parties to use when LPP is engaging in the Activities on the LPP Property, so that the NCSD may continue to have access to the Fee Parcel while the Activities are ongoing.

E. The NCSD seeks to acquire from LPP a larger permanent pipeline and utility easement than was provided in the Grant Deed. A legal description and plat map depicting the expanded easement area are attached hereto and made a part hereof as Exhibit "B."

WHEREFORE, THE PARTIES AGREE TO THE FOLLOWING:

1. LPP hereby grants and conveys to NCSD a permanent easement (herein "Easement" or "Easement Area") in gross, more particularly described in Exhibit "B" attached hereto and incorporated herein by reference. Said Easement shall be subject to the same terms included in the Grant Deed, as modified by this Amendment, which are hereby incorporated by reference as if set forth in full.

2. The Parties confirm their understanding that LPP intends to continue engaging in the Activities at the LPP Property. The Activities may potentially have an impact on NCSD's ability to use its recorded easement along Alta Vista Lane from Santa Maria Vista Lane to the Fee Parcel, as confirmed in the Grant Deed. The parties also understand that pursuant to the Grant Deed, NCSD has the legal right to use all existing lanes, drives and roadways within LPP's Property that then existed or may exist in the future, as shall be convenient and necessary for the purposes of exercising NCSD's rights as set forth in the Grant Deed.

3. Other than the access easement which was conveyed in the Grant Deed along Alta Vista Lane, there are other roadways within LPP's property which provide access from the Fee Parcel to Joshua Street, Orchard Avenue, and Santa Maria Vista Lane. An Assessor's Parcel Map which depicts the locations described in this paragraph is attached hereto as Exhibit "C."

4. NCSD will reasonably cooperate with LPP's Activities on the LPP Property. LPP will provide NCSD with at least 48 hours advance written and oral

notice prior to the anticipated commencement of the Activities that will occur adjacent to Alta Vista Lane. LPP shall comply with all applicable regulations in connection with the Activities. NCSD understands that LPP may place "No Entry" signs on LPP's Property during the Activities. Although NCSD will retain its rights to travel along Alta Vista Lane despite the posting of such "No Entry" signs, NCSD personnel may choose instead to access the Fee Parcel by alternate routes within LPP's Property, as confirmed in the Grant Deed. LPP shall ensure that such alternate access routes are available, as confirmed in the Grant Deed. Should there be a need for LPP to modify the schedule for the Activities contained in said 48-hour notice, LPP will notify NCSD of such change by written or oral notice as soon as possible.

5. NCSD previously improved Alta Vista Lane to satisfy County Fire Department standards for the NCSD's access to the Fee Parcel. NCSD and LPP shall jointly maintain Alta Vista Lane, between Santa Maria Vista Lane and the Fee Parcel. Each party hereto shall repair any damage it causes to said portion of Alta Vista Lane. Alta Vista Lane must be maintained with an all-weather surface and each party is responsible for remedying any damage to that surface caused by its activities, including but not limited to use of heavy equipment or tractors, within thirty days of notification by the other party.

6. The persons designated by the Parties to provide and receive notices in connection with this Amendment are listed below. Such persons shall remain as so designated unless either of the Parties notifies the other in writing.

FOR NCSD:
Mario Iglesias
General Manager
Peter Sevcik
Director of Engineering and Operations
Nipomo Community Services District
148 S Wilson Street
Nipomo, CA 93444
(805) 929-1133
(805) 929-1932 fax
miglesias@ncsd.ca.gov
psevcik@ncsd.ca.gov

FOR LPP:

Vincent T. Martinez, Esq.
Twitchell & Rice, LLP
215 North Lincoln Street
Santa Maria, CA 93458
(805) 925-2611
(805) 925-1635 fax

7. Those individuals signing on behalf of LPP and NCSD have the authority to sign this Amendment on behalf of LPP and NCSD.

8. Except as provided herein, the contents and requirements of the Grant Deed remain in full force and effect.

This Amendment is executed on the ___ day of _____, 2018, in Nipomo, California.

This Amendment to Grant Deed may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same instruction.

LOS PRIMOS PROPERTIES, LLC, a
California limited liability company

Daniel Chavez, Manager

Juan Chavez, Manager

Lorena Chavez, Manager

NIPOMO COMMUNITY SERVICES
DISTRICT

Mario Iglesias
General Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which the certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO

On this _____ day of _____, 2018, before me, _____, a Notary Public in and for the State of California, personally appeared Daniel Chavez proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 the day and year first above written.

NOTARY PUBLIC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which the certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO

On this ____ day of _____, 2018, before me, _____,
a Notary Public in and for the State of California, personally appeared Juan Chavez
proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument, and acknowledged to me that he executed the same
in his authorized capacity, and that by his signature on the instrument the person, or the
entity upon behalf of which the person 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 the day and year first above written.

NOTARY PUBLIC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which the certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO

On this _____ day of _____, 2018, before me, _____,
a Notary Public in and for the State of California, personally appeared Lorena Chavez
proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument, and acknowledged to me that she executed the
same in her authorized capacity, and that by her signature on the instrument the person,
or the entity upon behalf of which the person 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 the day and year first above written.

NOTARY PUBLIC

CERTIFICATE OF ACCEPTANCE
(Government Code §27281)

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

NIPOMO COMMUNITY SERVICES DISTRICT

By: _____
Name: Dan A. Gaddis
Title: President
Nipomo Community Services District
Board of Directors

ATTEST:

Mario Iglesias, District General Manager

EXHIBIT A

Recording requested by
FIRST AMERICAN TITLE CO.

JULIE RODEWALD
San Luis Obispo County – Clerk/Recorder
Recorded at the request of
First American Title Company

ASK
5/20/2013
8:00 AM

~~Recorded at request of and~~
When recorded return to:

Nipomo Community Services District
c/o Hamner, Jewell & Associates
Government Real Estate Services
340 James Way, Suite 150
Pismo Beach, California 93449

DOC#: **2013028807**



Titles: 2 Pages: **23**

Fees 0.00
Taxes 0.00
Others 0.00
PAID \$0.00

Space above this line for Recorder's Use

No recording fee per Government Code § 6103
No Documentary Transfer Tax per Revenue & Taxation Code § 11922

A.P. No. 090-291-039, 040, 042, 043, 044

GRANT DEED and COVENANTS RUNNING WITH THE LAND

(to Nipomo Community Services District)



Exhibits incorporated by reference:

- “A” – Legal description of Grantor’s Real Property
- “B” – Legal description of Permanent Easement, Fee Parcel and Construction Easement
- “C-1” – Partial Map of Project Easements
- “C-2” – Depiction of the Permanent Pipeline Easement
- “D” – Depiction of Fee Parcel
- “E” – Depiction of Temporary Construction Easement
- “F” – Depiction of Permanent Pipeline and Access Easement
- “G” – Depiction of Temporary Construction Easement – Alta Vista Lane

This Grant to the Nipomo Community Services District (“District”) and Covenants Running With The Land (herein the “Easement”) is made this 20 day of February, 2013, by Linda Vista Farms Association Inc., a California corporation, (“Grantor”), with reference to the following recitals:

RECITALS

A. Grantor is the fee simple owner of certain real property (the “Real Property”) located in the unincorporated area of the County of San Luis Obispo, legally described as Lots 1, 2, 4, 5 and 6 in Exhibit “A” attached hereto and incorporated herein by reference.

B. Grantor desires to grant in fee the Real Property described in Paragraph 1 below, for tanks, a pump station, reservoir and for other public purposes as determined by the District from time to time.

C. Grantor desires to grant and dedicate, irrevocably, to the District, a permanent easement and temporary construction easements in, over, on, through, within, under and across part of the Real Property described in Paragraphs 1 and 3 below.

D. District desires and will fully handle the process of obtaining a public lot designation from the County of San Luis Obispo for the area conveyed by Grantor to District in fee.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Grantor grants, covenants and promises as follows:

1. **GRANT OF FEE.** Grantor hereby grants and conveys to District fee title to that certain portion of Grantor's Real Property that is described as Parcel C in Exhibit B and depicted in Exhibit D, attached hereto and incorporated herein by this reference.

Together with the appurtenant easements described in Paragraph 3, below:

2. **GRANT OF TEMPORARY CONSTRUCTION EASEMENT.** Grantor hereby grants and conveys to District a temporary construction easement for the purposes of facilitating the construction of District Facilities on the property referenced in Paragraph 1, above, including the right to place equipment and vehicles, and pile earth thereon. Such Temporary Construction Easement (herein "Temporary Construction Easement Area") is more particularly described in Exhibit "B" and depicted in Exhibit "E", attached herein and incorporated herein by this reference. Upon completion of said construction, said Temporary Construction Easement Area will be generally restored to the condition that existed prior to construction to the extent reasonably practical, unless otherwise agreed to in writing between Grantor and District.

3. **GRANT OF PERMANENT PIPELINE EASEMENT.** Grantor hereby grants and conveys in, over, on, through, within, under and across the Real Property to the District a permanent easement (herein "Easement" or "Easement Area") in gross, more particularly described in Exhibit B (Parcel "A" and "D") and as depicted in Exhibits C and F, attached hereto and incorporated herein by reference. Said Easement is appurtenant to the Real Property Grant referenced in Paragraph 1, above.

4. **PURPOSE.** The purpose of the Easement described in Paragraph 3, above, is to survey, install, construct, reconstruct, enlarge, lay, alter, operate, patrol, remove, replace, and maintain a water conduit, consisting of one or more underground water pipelines and related facilities and to provide ingress and egress to the tanks, pump station and reservoir. These related facilities may include but are not limited to markers, air valves, manholes, utilities, valves, antenna, control panel, fences, meters, surge control devices, test stations, buried communication devices, buried electrical

conduits and devises, pull boxes, and all related incidents, fixtures, and appurtenances. Markers, test stations, pull boxes, blow off valves, air release valves, manholes, other related facilities, and turnouts may be located above ground or partially above ground.

5. GRANT OF TEMPORARY CONSTRUCTION EASEMENT. Grantor hereby grants and conveys to District a temporary construction easement for the purposes of facilitating the construction of District Facilities on the easement more particularly described in Paragraph 3, above, including the right to place equipment and vehicles, and pile earth thereon. Such Temporary Construction Easement (herein "Temporary Construction Easement Area") is more particularly described in Exhibit "B" (Parcel "B" and "E") and depicted in Exhibit "E" and "G", attached herein and incorporated herein by this reference. Upon completion of said construction, said Temporary Construction Easement Area will be generally restored to the condition that existed prior to construction to the extent reasonably practical, unless otherwise agreed to in writing between Grantor and District.

6. TERMS, CONDITIONS AND COVENANTS OF EASEMENT. The Easement(s) described in Paragraphs 3 and 4, above, shall be SUBJECT TO THE FOLLOWING TERMS, CONDITIONS AND COVENANTS:

a. The facilities and improvements installed in the Easement Area collectively are referred to herein as "District Facilities." Plans for District Facilities as they exist from time to time shall be maintained at the District's principal offices.

b. District shall have the right of ingress and egress for personnel, vehicles, and construction equipment to, from, and along the Easement Area at any time, without prior notice, including the right to use lanes, drives, rights-of-way, and roadways within the Real Property which now exist or which hereinafter may be constructed, as shall be convenient and necessary for the purpose of exercising the rights herein set forth; provided, however, that nothing herein shall prevent or limit rights of Grantor to close such roadways, lanes, or rights-of-way, and to provide District with comparable alternative access to the Easement Area, as deemed reasonable by the District.

c. As the amount of earth or other fill over District Facilities can affect the structural integrity of the District's Facilities, District shall have the right to maintain the height of earth or other fill within the Easement Area. Grantor shall not temporarily or permanently modify, or allow others to in any way modify, the ground surface elevation in the Easement Area from the elevation established upon completion of construction of the District's Facilities without the District's prior written consent, which consent shall not be withheld unreasonably. Grantor shall not conduct, or permit others to conduct, farming or grading operations, ripping, stockpiling, or use, or permit others to use, explosives within the Easement Area to the extent that it may cause a surface disturbance deeper than six (6) feet. In the event that Grantor violates the provisions of this paragraph, District shall have the right to do all things necessary and proper to remove any excess soils, stockpiles, and explosives, to restore grade elevations, and to repair any damages to District Facilities caused by Grantor's violation, and Grantor shall fully reimburse District for all costs including District's reasonable administrative costs and attorney fees associated therewith. Grantor shall

defend and indemnify District from any and all claims, damages, costs, judgments, or liability arising therefrom.

d. The Easement is subject to all existing fencing, canals, irrigation ditches, laterals, pipelines, roads, electrical transmission facilities, and communication lines existing on the date the Easement is granted, and all future uses which do not directly or indirectly interfere with or endanger District's exercise of the rights described herein, including the right to use the Easement Area for agricultural purposes excepting vegetation which endangers the integrity of District Facilities as long as such use does not create a surface disturbance deeper than six (6) feet; provided, however, District shall have the right to clear and keep clear from the Easement Area all explosives, buildings, structures, walls, and other facilities of a permanent and or temporary nature, and any earth cover or stockpile of material placed without the District's prior written consent, which interfere with District's use of the Easement Area. Grantor shall not construct, nor permit others to construct or operate, such permanent or temporary facilities which conflict with District's ability to use the Easement Area. District shall have the right of exclusive use and possession within the Easement Area for a distance of two (2) feet in every direction around the outside surface of the District Facilities. In addition to any other legal and equitable remedies for violations of this paragraph, District shall have the right to do all things necessary and proper to remove any such vegetation, explosives, mining operations, improvements, and materials, and Grantor shall fully reimburse District for all costs including District's reasonable administrative costs and attorney fees associated therewith. Grantor shall defend and indemnify District from any and all claims, damages, costs, judgments, or liability arising therefrom.

e. Subsequent to the grant of this Easement, Grantor shall not grant any easements of any kind whatsoever to others in, over, on, through, within, under and across the Easement Area without the prior written approval of the District, which approval shall not be withheld unreasonably; and

f. This Grant Deed shall be recorded in the Official Records in the County Recorder's Office, San Luis Obispo County.

7. TEMPORARY CONSTRUCTION EASEMENT. The Temporary Construction Easements referenced in Paragraphs 2 and 5, above, shall commence thirty (30) days following the date a Notice of Commencement of Construction is sent by District to Grantor by US Mail or other reputable carrier, and shall automatically terminate two years following commencement of construction on the Real Property or upon completion of District's Project construction, whichever occurs first; provided, however, that District shall have the right to extend the Temporary Construction Easement term in additional three (3) month increments if District determines that additional time beyond the two (2) year period is necessary for construction completion. In such case, District shall have the unilateral right to extend the Temporary Construction Easement period through construction completion and agrees to compensate Grantor Three Thousand Eight Hundred Fifty Five Dollars (\$3,855) for each three (3) month extension term exercised. Payment for any such extensions shall be paid by District to Grantor concurrent with District's written notice to Grantor of

District's intent to exercise such extension provisions. In any event, this Temporary Construction Easement shall terminate on or before December 31, 2015.

8. **COVENANTS RUNNING WITH THE LAND.** The obligations of Grantor identified in Paragraphs 1 through 7, above, shall be considered for all purposes to be covenants that shall run with the land (the Real Property) and shall be binding on the successors and assigns of the Grantor and shall inure to the benefit of District and its successors and assigns.

9. **SECTION HEADINGS.** The headings of the several sections of this Grant Deed shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

10. **INCORPORATION OF RECITALS.** Recitals A, B, C and D are true and correct and incorporated herein by this reference.

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

12. **NO WAIVER OF DEFAULT.** No delay or omission of District to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Grant Deed to District shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of District.

13. **MODIFICATION.** Any oral representations or modifications concerning this Grant Deed shall be of no force and effect excepting a subsequent modification in writing, signed by both parties. Each party waives their future right to claim, contest or assert that this Grant Deed was modified, cancelled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

14. **CALIFORNIA LAW.** This Grant Deed shall be governed by the laws of the State of California. Any litigation regarding this Grant Deed or its contents shall be filed in the County of San Luis Obispo, if in state court, or in the federal court nearest to San Luis Obispo County, if in federal court.

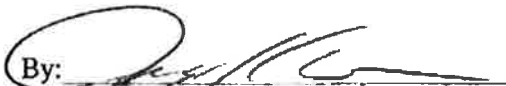
15. **AUTHORITY TO EXECUTE.** Grantor warrants and represents that they have the power and authority to enter into this Grant Deed in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Grant Deed have been fully satisfied. Furthermore, by entering into this Grant Deed, Grantor hereby warrants that Grantor shall not have breached the terms or conditions of any other contract or agreement to which Grantor is obligated, which breach would have a material effect hereon.

This Grant Deed may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same instrument.

GRANTOR:

Linda Vista Farms Association Inc., a
California corporation

Date: 2/28/2013

By: 
Name: Angel G. Ibarra
Title: Corporate President

State of California
County of Santa Barbara

On 02/28/2013 before me, Micaela Ponce, a Notary

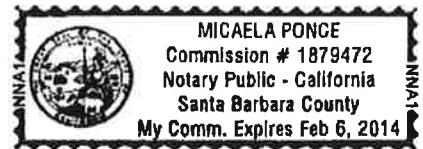
Public, personally appeared Angel G. Ibarra, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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 of Notary Public (Seal)

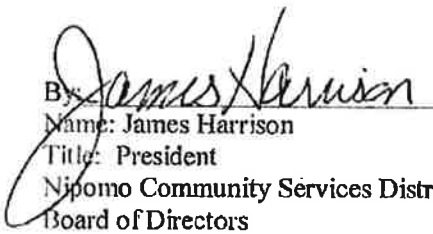


CERTIFICATE OF ACCEPTANCE

GOVERNMENT CODE §27281

This is to certify that the Nipomo Community Services District, Grantee herein, by Board action on March 27, 2013 accepts for public purposes the real property interests described in the foregoing Grant Deed, dated February 28, 2013, from Linda Vista Farms Association, Inc., Grantor, and consents to its content and the recordation thereof.

Nipomo Community Services District

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

ATTEST:

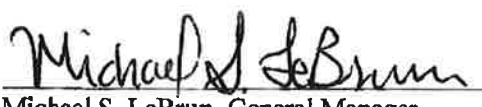

Michael S. LeBrun, General Manager

EXHIBIT A

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of San Luis Obispo, State of California, described as follows:

LOTS 1 THROUGH 6, INCLUSIVE, OF TRACT NO. 2034, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED JULY 9, 1999 IN BOOK 18 OF MAPS AT PAGE 78 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM AN UNDIVIDED 50% INTEREST IN AND TO ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES UNDER THE LAND, WITHOUT, HOWEVER, THE RIGHT TO ENTER UPON THE SURFACE OR TO DRILL THROUGH THE SURFACE OF THE UPPER 500 FEET OF THE SUBSURFACE OF SAID LAND, RESERVED BY NEXUS ASSOCIATES, A CALIFORNIA CORPORATION, IN DEED RECORDED JANUARY 27, 1978 IN BOOK 2043 PAGE 185 OF OFFICIAL RECORDS.

APN: 090-291-039 through 044

EXHIBIT "B"

LEGAL DESCRIPTION

Over a portion of APN's: 090-291-039, 040, 042, 043, & 044 (County of SLO)

Portions of Lots 1, 2, 4, 5, and 6 of Tract No. 2034 in the County of San Luis Obispo, State of California, according to the map filed in Book 18 at Page 78 of Maps in the Office of the County Recorder of said County, and being more particularly described as Parcels "A", "B", "D", and "E" below:

PARCEL "A" (Exhibit C-2, Permanent Easement Area)

A strip of land, thirty feet (30 feet) wide, the center line described as follows:

Commencing at a found 1 inch diameter iron pipe marking the Section Corner between Sections 33 and 34, Township 11 North, Range 34 West, and Sections 3 and 4, Township 10 North, Range 34 West, S.B.M. in the County of Santa Barbara, State of California, as shown on Tract 5764, Phase 3, Unit 2, in the City of Santa Maria, County of Santa Barbara, State of California, according to the map filed in Book 188 at Pages 31 through 36 of Maps, in the Office of the County Recorder of said Santa Barbara County, and having grid coordinates of (northing) 2,188,882.615 feet, (easting) 5,826,896.812 feet of the California Coordinate System 1983 (CCS83), Zone 5, epoch date 2002.00 using Continuous Operating Reference Stations, 1996 adjustment [NAD83(CORS96)];

Thence north $07^{\circ}03'04''$ east 2,406.08 feet to a found two inch diameter iron pipe and brass cap stamped "LS 5565" marking the point of intersection of Blosser Road and Atlantic Place as shown on said map and having grid coordinates of (northing) 2,191,270.493 feet (easting) 5,827,192.174 feet of said CCS83, Zone 5;

Thence south $88^{\circ}33'41''$ west 8.19 feet to the **True Point of Beginning** and for convenience called **Point "A"**;

Thence north $02^{\circ}44'34''$ east 512.30 feet;

Thence north $21^{\circ}53'43''$ west 3,162.47 feet to a point lying south $36^{\circ}54'15''$ east 1,098.08 feet from a found one inch iron pipe and plastic plug stamped "RCE 25366" marking the corner common to said Lot 1 and Lot 2 and on the northwesterly boundary line of said Tract No. 2034 and having grid coordinates of (northing) 2,195,594.427 feet (easting) 5,825,369.804 feet of said CCS83, Zone 5.

The sidelines of the above described strip shall be extended and/or shortened so as to begin and/or end on the southeasterly line of the below described Parcel "C" and on the southerly line of said Lot 4.

Containing 19,319 square feet more or less.

PARCEL "C" (Exhibit D, Pump Station and Reservoir Fee Parcel on Lot 4, PL 10-0032)

A strip of land, one hundred and twenty five feet (125.00 feet) wide, the northwesterly line described as follows:

Beginning at the corner common to said Lots 1 and 2, and on the northwesterly line of said Lot 4 and for convenience called **Point "C"**;

Thence along the said northwesterly line south 43°20'05" west 268.00 feet (L3).

Containing 33,500 square feet more or less.

This description is not intended to create an illegal parcel with respect to the Subdivision Map Act or any local governmental agency's subdivision ordinance. This Parcel "C" is the subject of a Public Lot application and map number PL 10-0032 and in progress and is being described and shown to act as an aid in describing additional easement parcels.

PARCEL "B" (Exhibit E, Temporary Construction Easement)

Strips of land lying in said Lots 1 and 4 and described as follows:

A strip of land, one hundred feet (100 feet) wide, in said Lot 1 more particularly described as follows:

Beginning at the above described **Point "C"**;

Thence along the southeasterly line of said Lot 1 south 43°20'05" west 303.00 feet;

Thence north 46°39'55" west 100.00 feet;

Thence north 43°20'05" east 301.49 feet to a point on the northeasterly line of said Lot 1;

Thence along the said northeasterly line south 47°30'26" east 100.00 feet (L6) to the Point of Beginning.

Containing 30,222 square feet more or less.

Together with a parcel of land in said Lot 4 more particularly described as follows:

Beginning at the above described **Point "C"**;

Thence along the northwesterly line of said Lot 4 south 43°20'05" west 303.00 feet;

Thence south 46°39'55" east 195.00 feet;

Thence north 43°20'05" east 338.00 feet;

Thence north 46°39'55" west 165.00 feet;

Thence south 43°20'05" west 35.00 feet to a point in the northeasterly line of the above described Parcel "C";

Thence along the said northeasterly line north 46°39'55" west 30.00 feet to the Point of Beginning.

Excepting therefrom the above described Parcels A and C.

Containing 29,041 square feet more or less.

Together with a strip of land, one hundred feet (100 feet) wide, in said Lot 4 and the center line described as follows:

Beginning at the above described **Point "A"**;

Thence north 02°44'34" east 512.30 feet;

Thence north 21°53'43" west 3,162.47 feet to a point lying south 36°54'15" east 1,098.08 feet from a found one inch iron pipe and plastic plug stamped "RCE 25366" marking the corner common to said Lot 1 and Lot 2 and on the northwesterly boundary line of said Tract No. 2034 and having grid coordinates of (northing) 2,195,594.427 feet (easting) 5,825,369.804 feet of said CCS83, Zone 5.

Excepting therefrom the land described in Parcels "A" and "C" above and any portion lying within the immediately above described parcel of land.

The sidelines of the above described strip shall be extended and/or shortened so as to begin and/or end on a line lying 195.00 feet southeasterly of and parallel with the northwesterly line of said Lot 4 and on the southerly line of said Lot 4.

Containing 39,681 square feet more or less.

The total area of Parcel B sums to 98,944 square feet more or less.

PARCEL "D" (Exhibit F, Permanent Easement in portions of Alta Vista Lane and Santa Maria Vista Road)

An irregular strip of land lying in said Lots 1, 2, 4, 5, 6, and within portions of Alta Vista Lane and Santa Maria Vista Road as shown on said Tract 2034 map and described as follows:

Beginning at the above described **Point "C"**;

Thence along the common line to said Lots 1 and 2 and the centerline of said Alta Vista Lane north $47^{\circ}30'26''$ west 49.55 feet (L1);

Thence leaving said centerline north $43^{\circ}16'14''$ east 4.49 feet (L2);

Thence south $77^{\circ}53'38''$ east 6.82 feet (L3) to the beginning of a non tangent curve concave to the northwest having a radius of 66.79 feet and to which beginning a radial line bears south $11^{\circ}37'43''$ west;

Thence southeasterly and northeasterly 65.76 feet along said curve through a central angle of $56^{\circ}24'49''$ (C1);

Thence north $45^{\circ}12'54''$ east 49.95 feet (L4);

Thence north $50^{\circ}55'22''$ east 40.20 feet (L5);

Thence north $45^{\circ}13'28''$ east 94.96 feet (L6) to the beginning of a curve concave to the southeast having a radius of 563.48 feet;

Thence northeasterly 45.16 feet along said curve through a central angle of $04^{\circ}35'32''$ (C2);

Thence north $49^{\circ}49'01''$ east 557.07 feet (L7);

Thence south $40^{\circ}12'10''$ east 3.12 feet (L8) to a point on the centerline of said Alta Vista Lane;

Thence along said centerline and it's northeasterly projection north $49^{\circ}48'30''$ east 869.09 feet (L9) to the southeasterly corner of Lot 3 of said Tract 2034 and being marked by a 3/4 inch iron pipe with tag stamped LS 2391;

Thence south $40^{\circ}11'30''$ east 25.00 feet (L10) to a point on the northeasterly projection of the southeasterly sideline of said Alta Vista Lane;

Thence along said northeasterly projection and said southeasterly sideline south $49^{\circ}48'30''$ west 1,462.75 feet (L11);

Thence continuing along said sideline south $43^{\circ}20'02''$ west 155.31 feet (L12) to the beginning of a curve concave to the southeast having a radius of 40 feet;

Thence southwesterly 16.11 feet along said curve through a central angle of $23^{\circ}04'33''$ (C3) to the beginning of a reverse curve concave to the northwest having a radius of 85.00 feet;

Thence southwesterly 85.03 feet along said curve through a central angle of $57^{\circ}18'47''$ (C4) to a point in the northeasterly line of the above described Parcel "C";

Thence along said northeasterly line north $46^{\circ}39'55''$ west 20.27 feet to said Point "C" (L13);

Thence along the northwesterly line of said Parcel "C" south $43^{\circ}20'05''$ west 20.92 feet (L14) to the beginning of a non tangent curve concave to the north having a radius of 85.00 feet and to which beginning a radial line bears south $07^{\circ}18'13''$ west;

Thence northwesterly 52.95 feet along said curve through a central angle of $35^{\circ}41'30''$ (C5);

Thence north $43^{\circ}15'05''$ east 36.45 feet (L15) to a point in the common line to said Lots 1 and 2 and the centerline of said Alta Vista Lane;

Thence along the said common line and said centerline south $47^{\circ}30'26''$ east 49.55 feet (L1) to said Point "C".

Containing 49,489 square feet more or less.

PARCEL "E" (Exhibit G, Temporary Construction Easement)

An irregular strip of land lying within portions of Alta Vista Lane and Santa Maria Vista Road as shown on said Tract 2034 and portions of said Lots 2, 4, 5, and 6 described as follows:

Beginning at the above described Point "C";

Thence along the common line to said Lots 1 and 2 and the centerline of said Alta Vista Lane north $47^{\circ}30'26''$ west 49.55 feet (L1);

Thence leaving said centerline north $43^{\circ}16'14''$ east 25.00 feet (L2);

Thence south $47^{\circ}30'22''$ east 0.77 feet (L3) to the beginning of a non tangent curve concave to the north having a radius of 32.00 feet and to which beginning a radial line bears south $42^{\circ}29'38''$ west;

Thence southeasterly and northeasterly 48.75 feet along said curve through a central angle of $87^{\circ}16'44''$ (C1);

Thence north $45^{\circ}12'54''$ east 57.06 feet (L4);

Thence north $50^{\circ}55'22''$ east 40.20 feet (L5);

Thence north $45^{\circ}13'28''$ east 94.71 feet (L6) to the beginning of a curve concave to the southeast having a radius of 568.48 feet;

Thence northeasterly 45.56 feet along said curve through a central angle of $04^{\circ}35'32''$ (C2);

Thence north $49^{\circ}49'01''$ east 557.07 feet (L7);

Thence south $40^{\circ}12'10''$ east 5.00 feet (L8) to a point on the center line of said Alta Vista Lane;

Thence along said center line and it's northeasterly projection north $49^{\circ}48'30''$ east 869.09 feet (L9) to the southeasterly corner of Lot 3 of said Tract 2034 and being marked by a 3/4 inch iron pipe with tag stamped LS 2391;

Thence south $40^{\circ}11'30''$ east 30.00 feet (L10) to a point lying 5.00 feet southeasterly of the northeasterly projection of the southeasterly sideline of said Alta Vista Lane;

Thence along a line lying 5.00 feet southeasterly of said northeasterly projection and said southeasterly sideline south $49^{\circ}48'30''$ west 1,462.47 feet (L11);

Thence continuing along said line lying 5.00 feet southeasterly of said southeasterly sideline south 43°20'02" west 155.03 feet (L12) to the beginning of a curve concave to the southeast having a radius of 35 feet;

Thence southwesterly 14.10 feet along said curve through a central angle of 23°04'33" (C3) to the beginning of a reverse curve concave to the northwest having a radius of 90.00 feet;

Thence southwesterly 49.12 feet along said curve through a central angle of 31°16'08" (C4);

Thence north 46°32'27" west 5.01 feet (L13) to a point in the said southeasterly sideline of said Alta Vista Lane;

Thence leaving said southeasterly sideline south 87°31'13" west 48.83 feet (L14) to said Point "C".

Excepting therefrom the above described Parcel D.

Containing 12,821 square feet more or less.

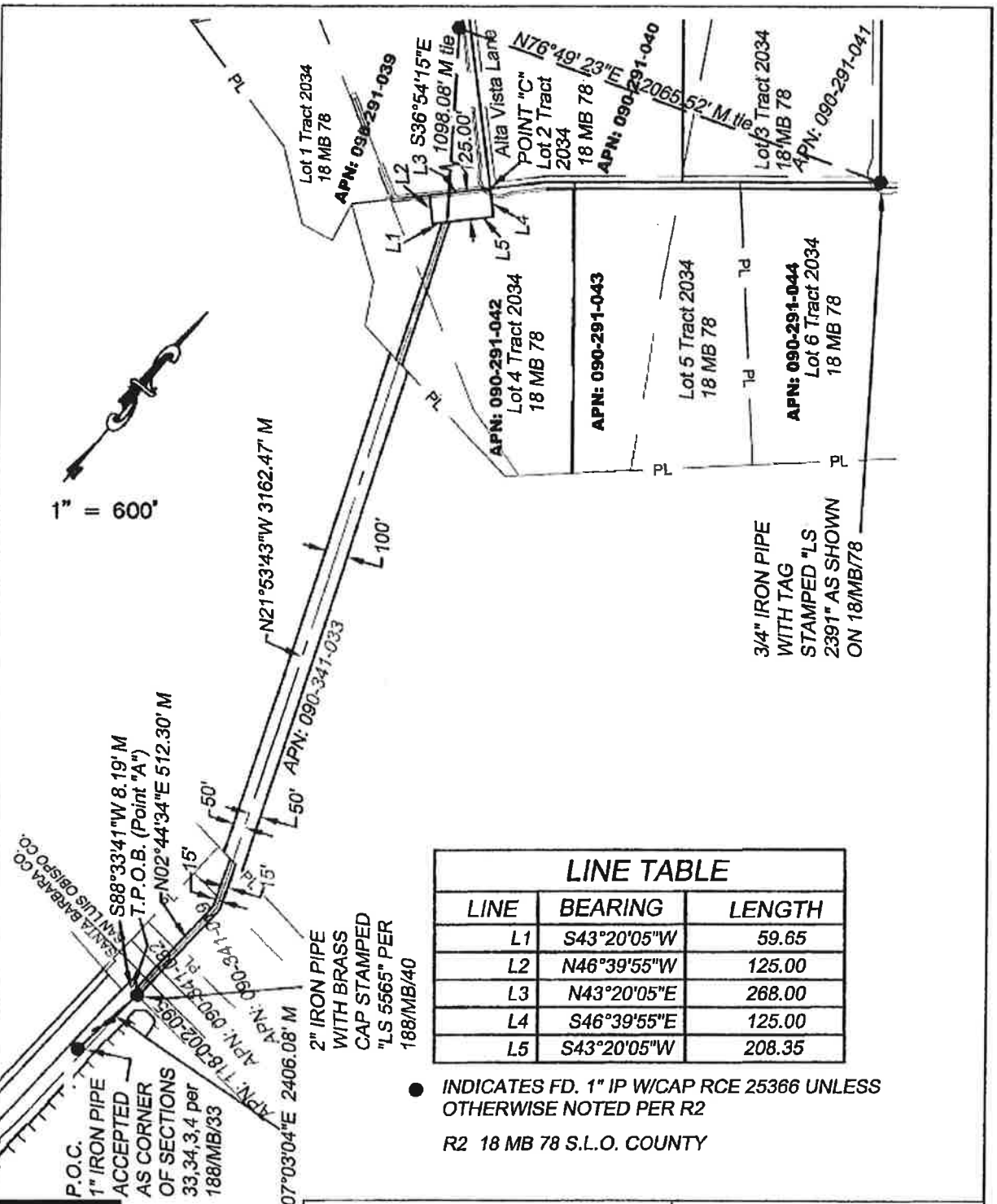
All distances are grid distances CCS 83 (2002.00), Zone 5. The combined scale factor is 0.999923491.

The above described Parcels "A", "C", "B", "D" and "E" are graphically shown on the Exhibits "C-1", "C-2", "D", "E", "F", and "G", attached hereto and made a part hereof.

END DESCRIPTION

Joseph T. Morris
Joseph T. Morris, PLS 6192 7/06/11





1" = 600'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S43°20'05"W	59.65
L2	N46°39'55"W	125.00
L3	N43°20'05"E	268.00
L4	S46°39'55"E	125.00
L5	S43°20'05"W	208.35

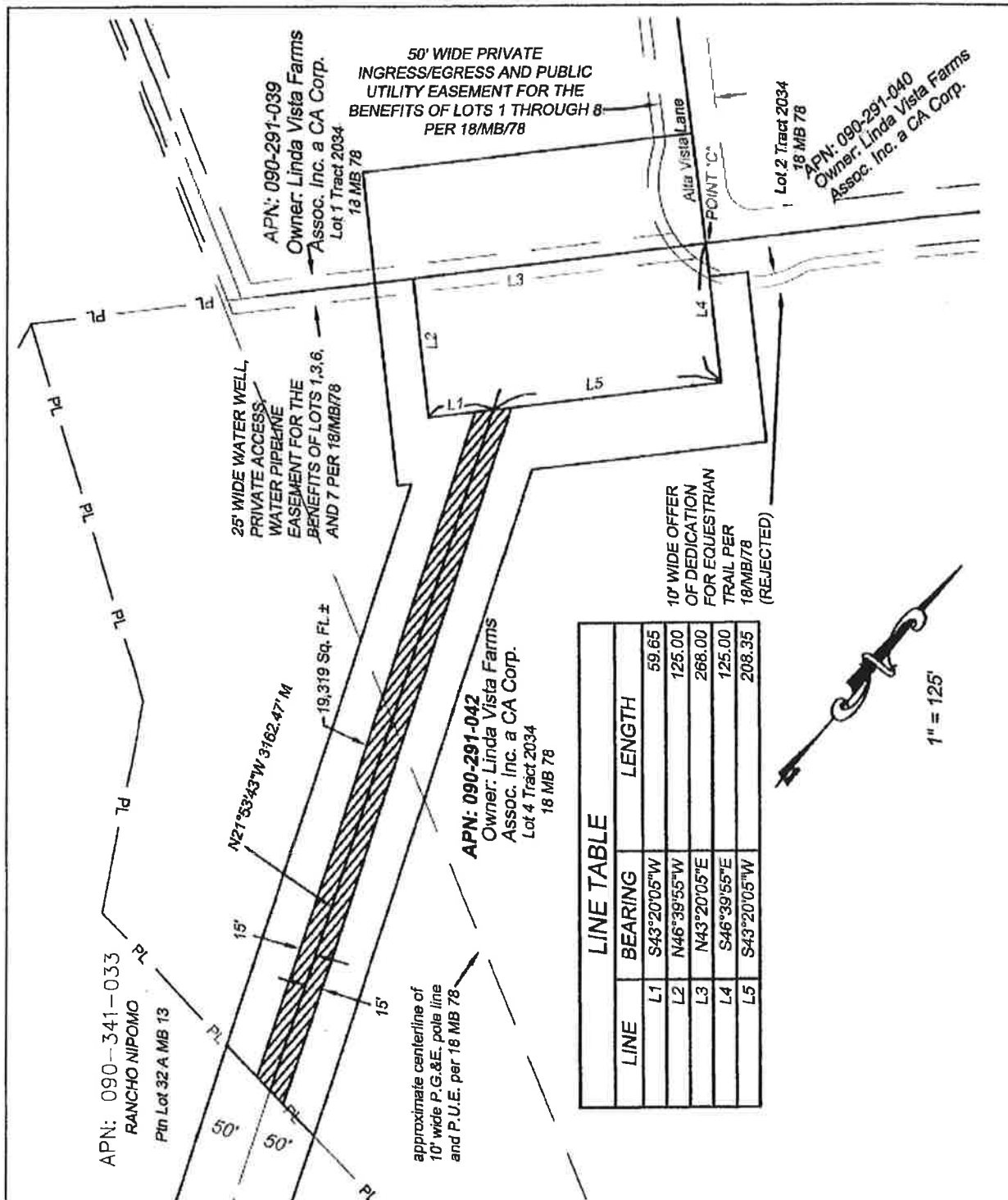
● INDICATES FD. 1" IP W/CAP RCE 25366 UNLESS OTHERWISE NOTED PER R2
 R2 18 MB 78 S.L.O. COUNTY



612 CLARION COURT
 SAN LUIS OBISPO, CA 93401
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 F 805 544-4294
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**EXHIBIT C-1,
 PARTIAL MAP OF
 PROJECT EASEMENTS**

PROJECT NO. 0532-0024	
532-0024 Legal-6C.dwg	
SURVEYED BY: EMR 10-12/2008	
DRAFTED BY: MM 7-6-2011	
CHECKED BY: JTM 7-6-2011	

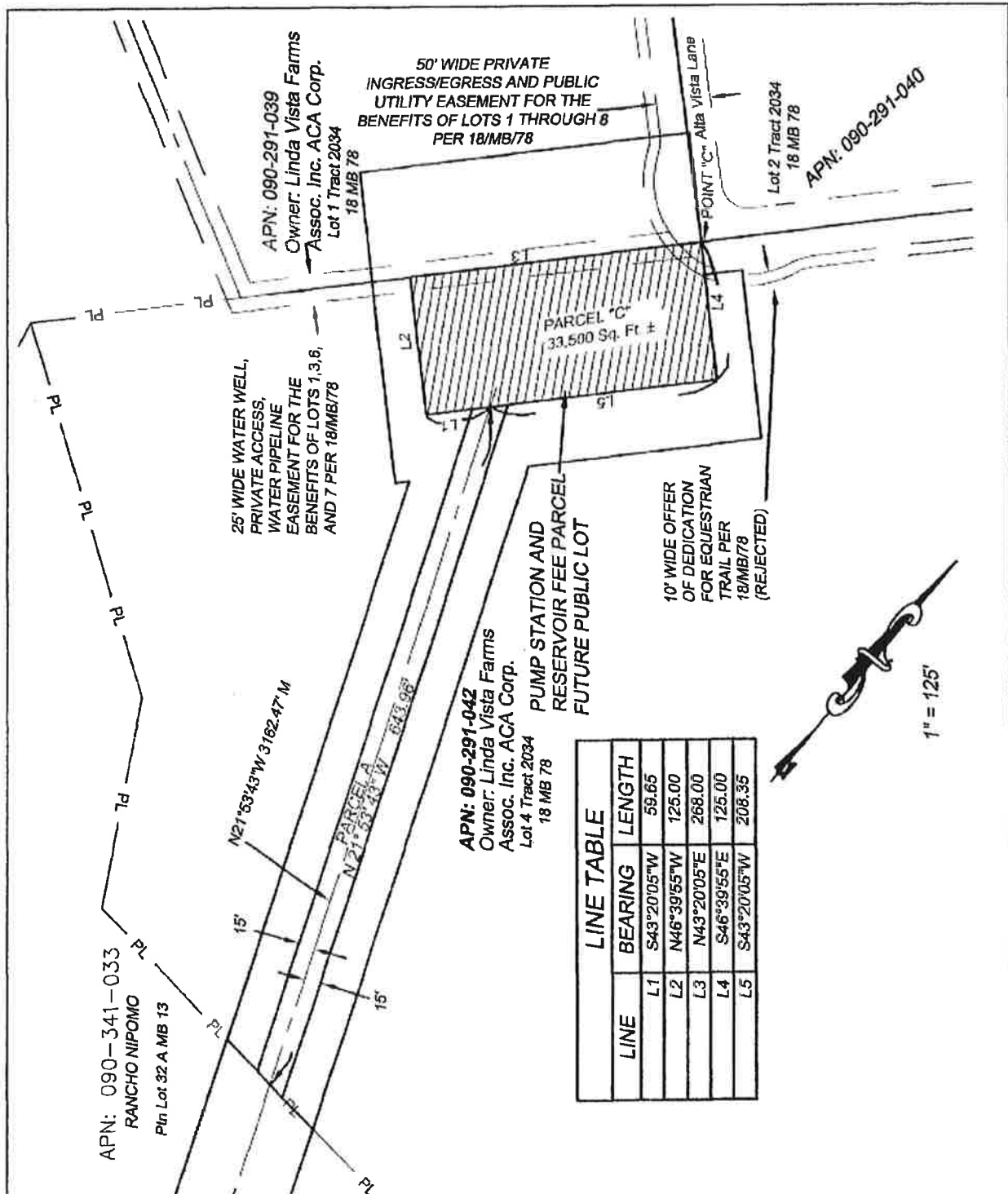


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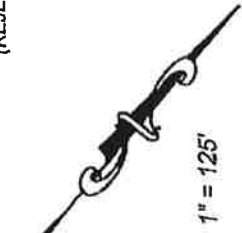
**EXHIBIT C-2, PARCEL A,
PERMANENT EASEMENT
PORTION OF LOT 4 TRACT
2034 COUNTY OF SAN LUIS
OBISPO, CA**

PROJECT NO. 0532-0024

532-0024 Legal-6.dwg
SURVEYED BY: EMR 10-12/2008
DRAFTED BY: MM 7-6-2011
CHECKED BY: JTM 7-6-2011



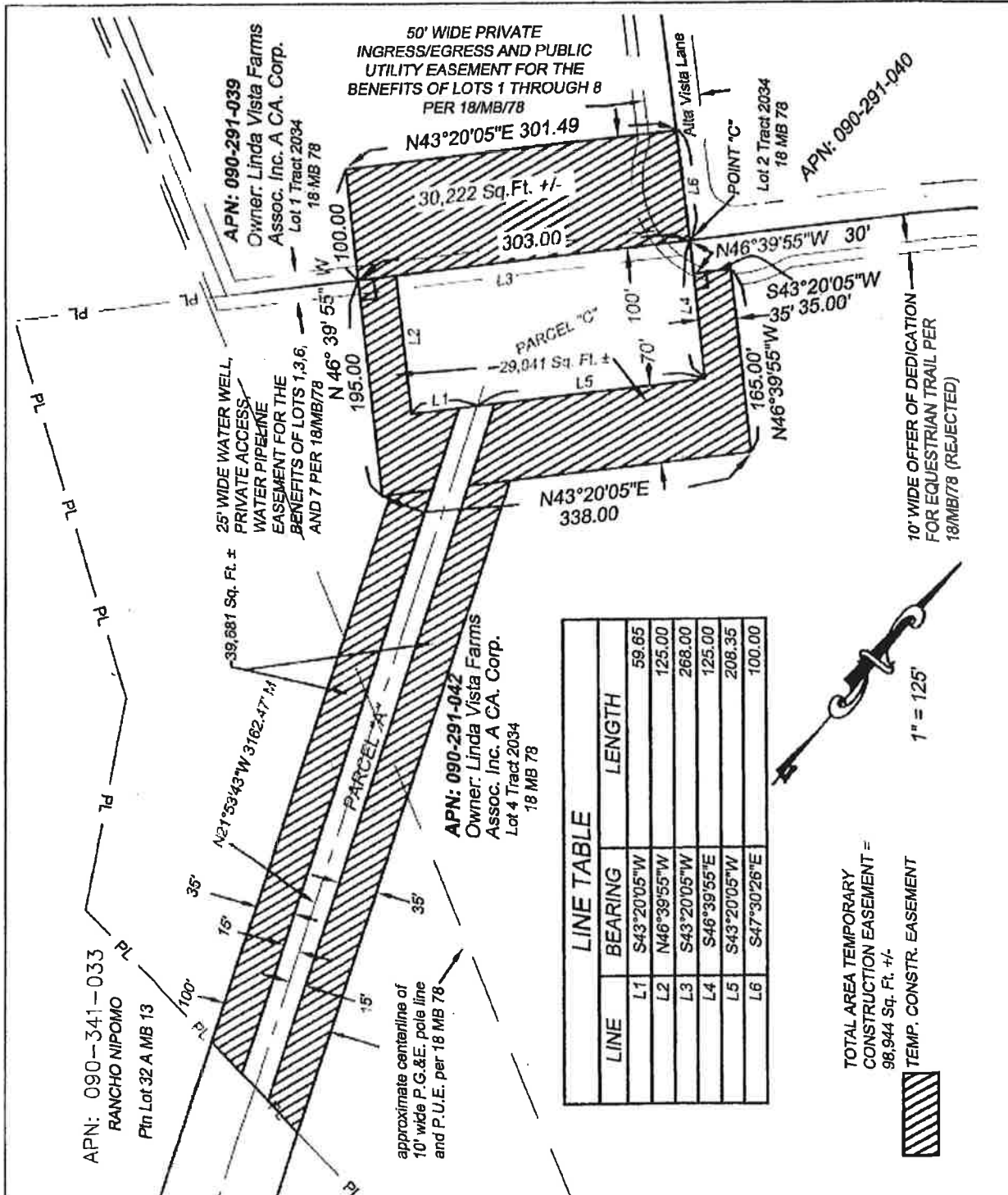
LINE TABLE	
LINE	BEARING LENGTH
L1	S43°20'05"W 59.65
L2	N46°39'55"W 125.00
L3	N43°20'05"E 268.00
L4	S46°39'55"E 125.00
L5	S43°20'05"W 208.35



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**EXHIBIT D, PARCEL C, PL 10-0032
 (PUBLIC LOT IN PROGRESS)
 PORTION OF LOT 4 TRACT
 2034 COUNTY OF
 SAN LUIS OBISPO, CA**

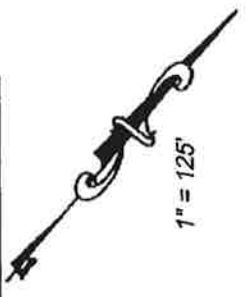
PROJECT NO. 0532-0024	
532-0024 Legal-6B.dwg	
SURVEYED BY: EMR 10-12/2008	
DRAFTED BY: MM 7-6-2011	
CHECKED BY: JTM 7-6-2011	



LINE	BEARING	LENGTH
L1	S43°20'05"W	59.65
L2	N46°39'55"W	125.00
L3	S43°20'05"W	268.00
L4	S46°39'55"E	125.00
L5	S43°20'05"W	208.35
L6	S47°30'26"E	100.00

TOTAL AREA TEMPORARY
CONSTRUCTION EASEMENT =
98,944 Sq. Ft. +/-

TEMP. CONSTR. EASEMENT



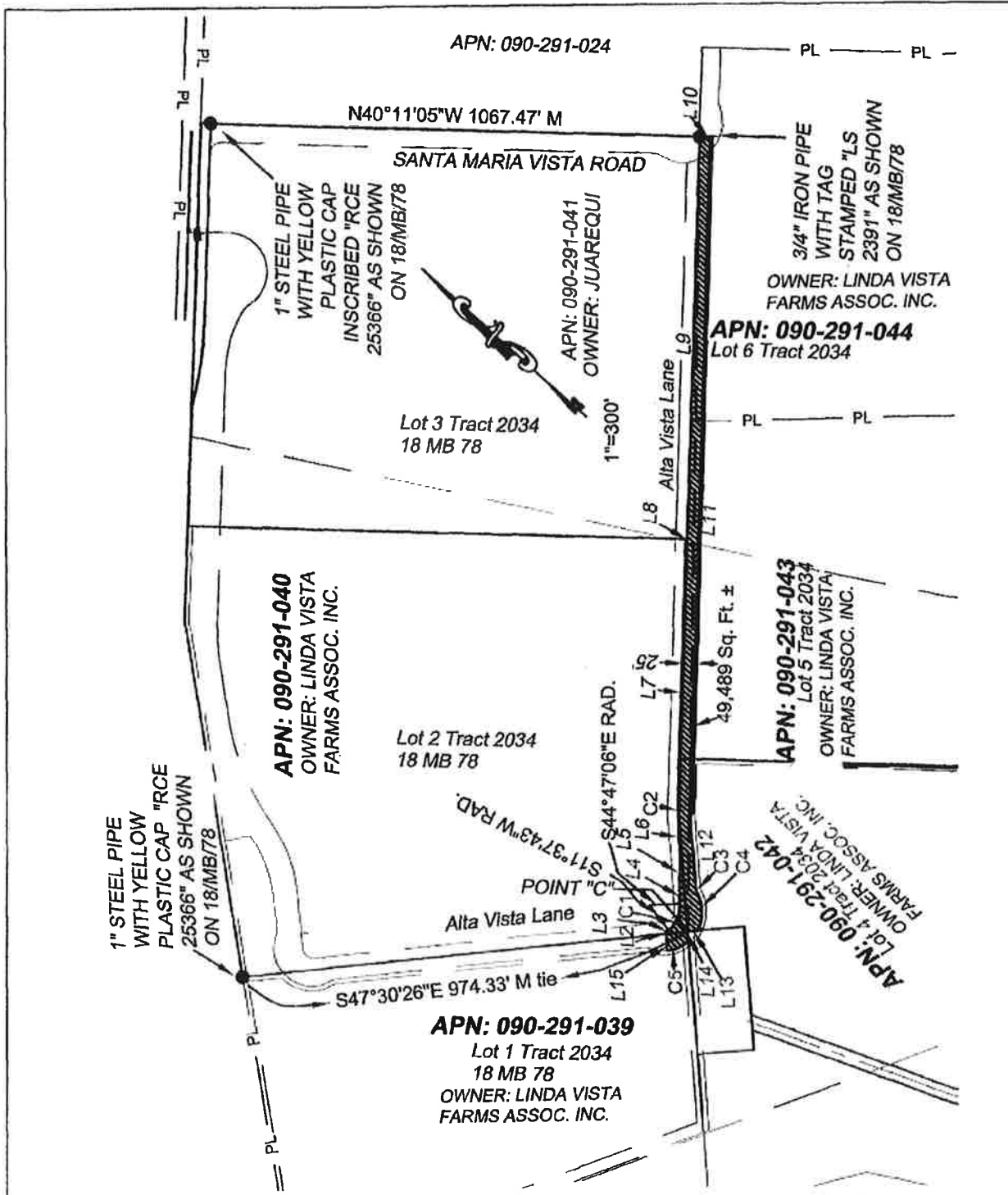
1" = 125'



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**EXHIBIT E, PARCEL B,
TEMP. CONST. EASEMENT
PORTION OF LOTS 1 AND 4
TRACT 2034 COUNTY OF
SAN LUIS OBISPO, CA**

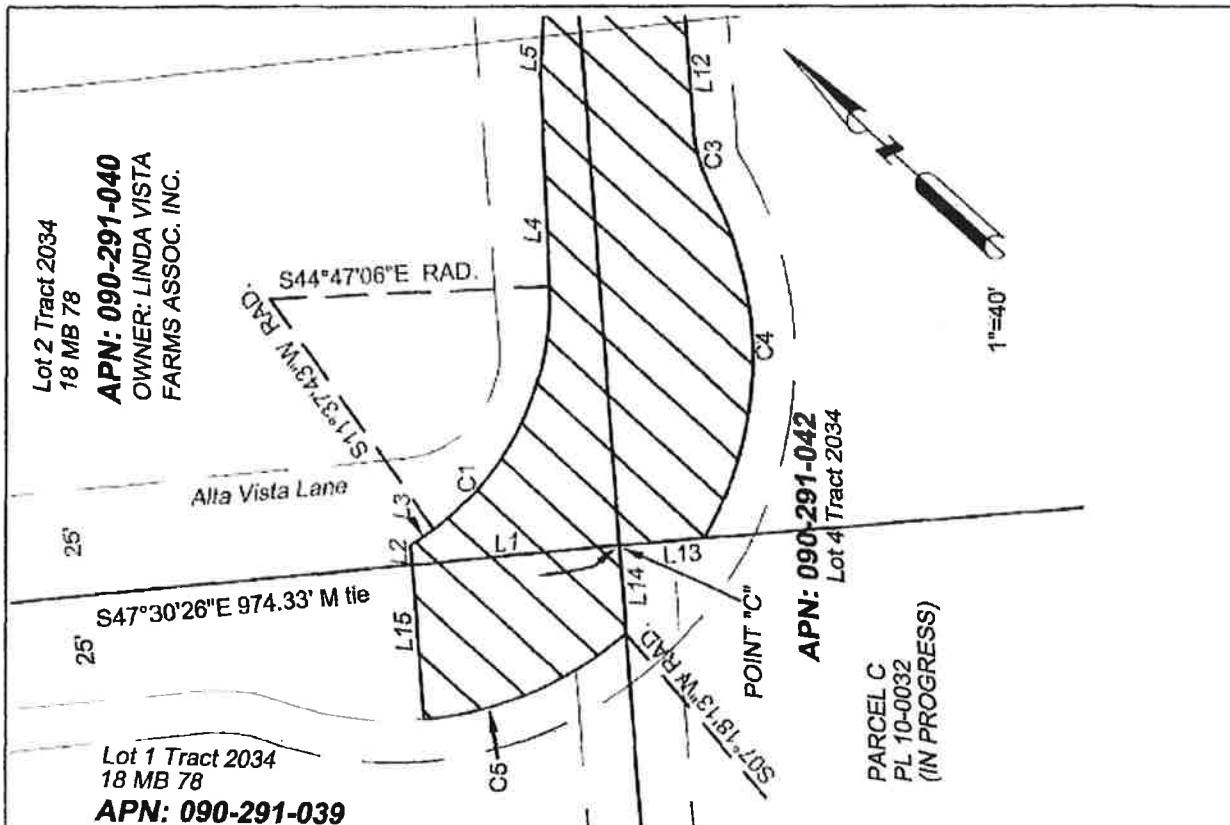
PROJECT NO. 0532-0024
532-0024 Legal-6A.dwg
SURVEYED BY: EMR 10-12/2008
DRAFTED BY: MM 7-6-2011
CHECKED BY: JTM 7-6-2011



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**EXHIBIT F, PARCEL D
 PERMANENT EASEMENT
 PORTIONS OF ALTA VISTA LANE
 & SANTA MARIA VISTA ROAD
 IN THE COUNTY OF
 SAN LUIS OBISPO, CA**

PROJECT NO. 0532-0024	
532-0024 Lega-A1.dwg	
SURVEYED BY: EMR 10-12/2008	
DRAFTED BY: MM 7-6-2011	
CHECKED BY: JTM 7-6-2011	



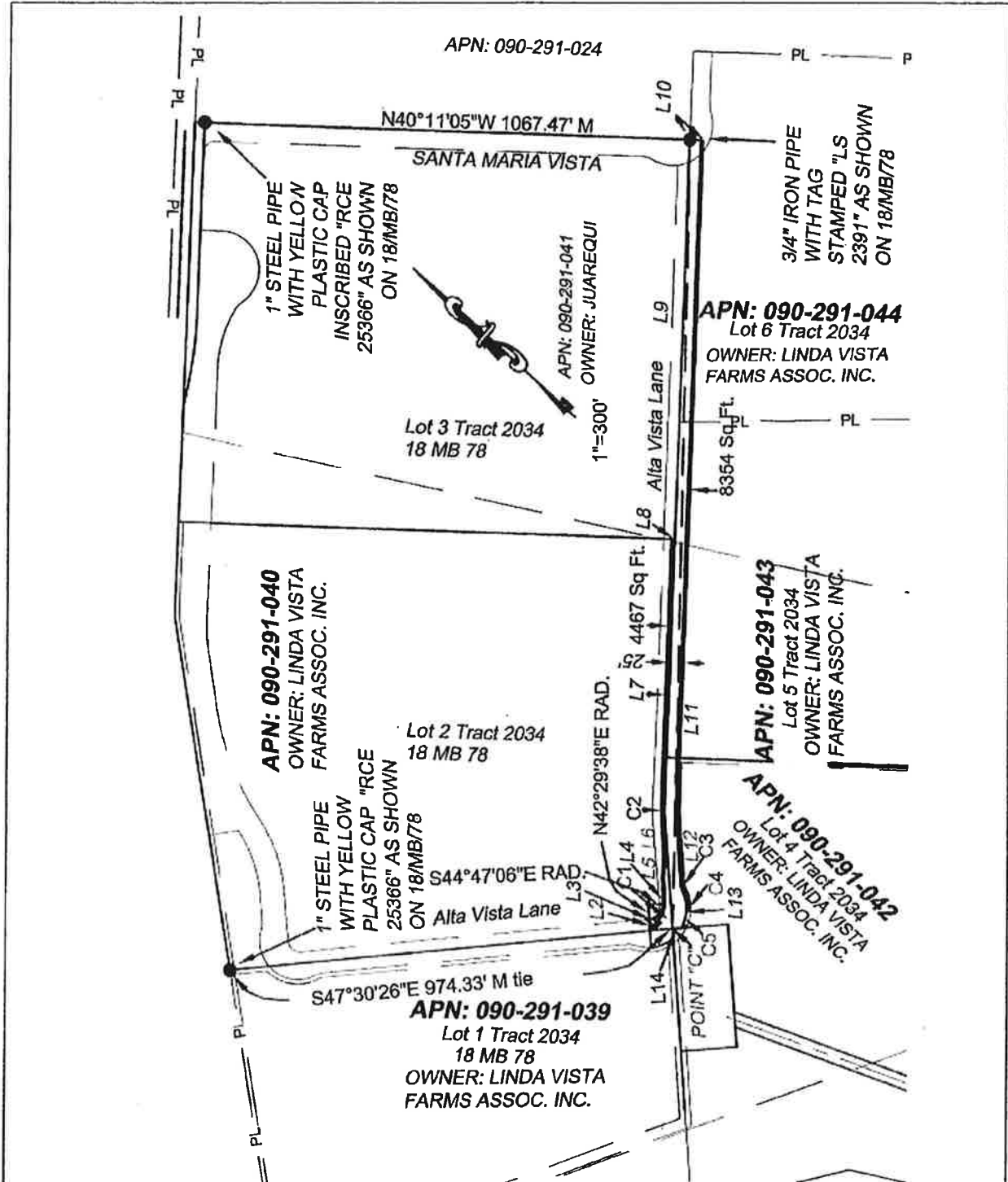
LINE TABLE		
LINE	BEARING	LENGTH
L1	N47°30'26"W	49.55
L2	N43°16'14"E	4.49
L3	S77°53'38"E	6.82
L4	N45°12'54"E	49.95
L5	N50°55'22"E	40.20
L6	N45°13'28"E	94.96
L7	N49°49'01"E	557.07
L8	S40°12'10"E	3.12
L9	N49°48'30"E	869.09
L10	S40°11'30"E	25.00
L11	S49°48'30"W	1462.75
L12	S43°20'02"W	155.31
L13	N46°39'55"W	20.27
L14	S43°20'05"W	20.92
L15	N43°15'05"E	36.45

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	65.76	66.79	56°24'49"
C2	45.16	563.48	04°35'32"
C3	16.11	40.00	23°04'33"
C4	85.03	85.00	57°18'47"
C5	52.95	85.00	35°41'30"


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 F 805 544-4294
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**EXHIBIT F CONT., PARCEL D
 PERMANENT EASEMENT
 PORTIONS OF ALTA VISTA LANE
 & SANTA MARIA VISTA ROAD
 IN THE COUNTY OF
 SAN LUIS OBISPO, CA**

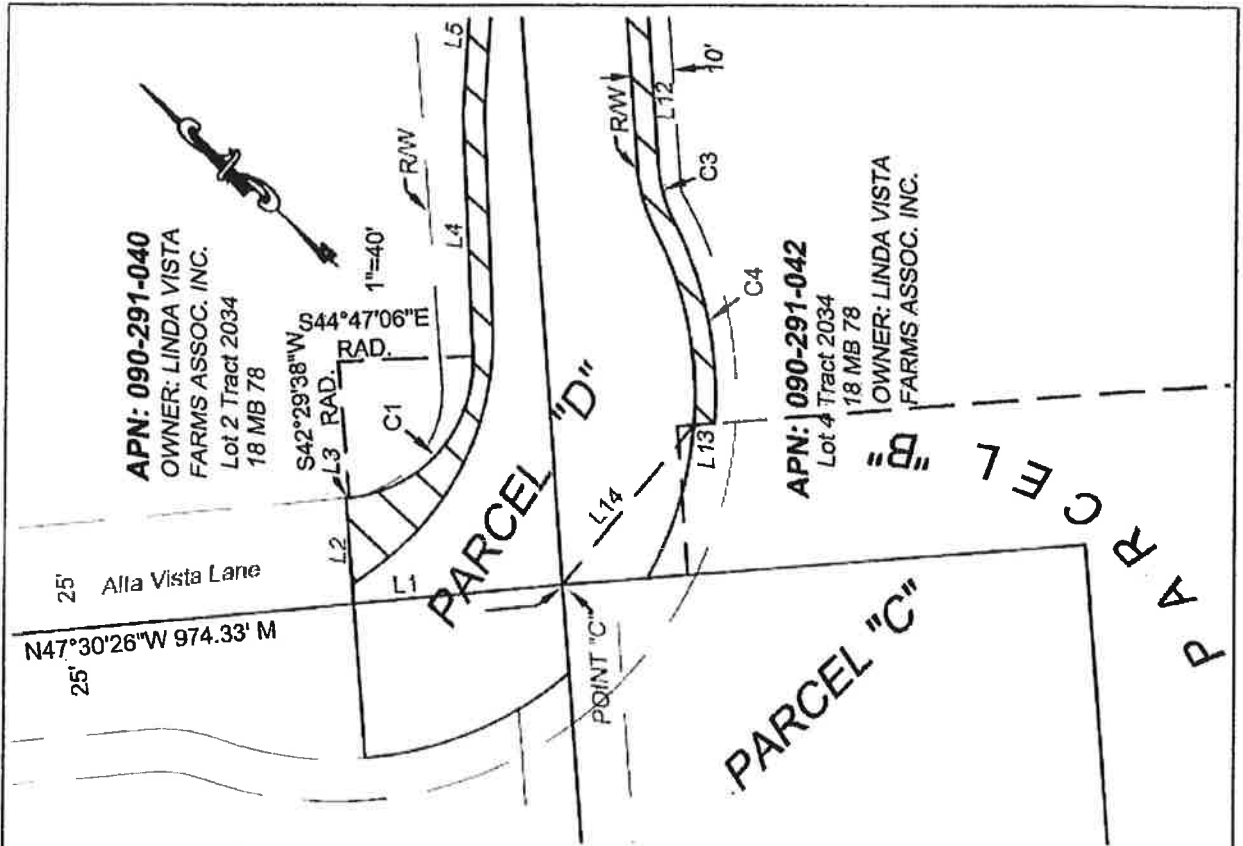
PROJECT NO. 0532-0024
 532-0024 Lega-A1-2.dwg
 SURVEYED BY: EMR 10-12/2008
 DRAFTED BY: MM 7-6-2011
 CHECKED BY: JTM 7-6-2011



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**EXHIBIT G, PARCEL E
TEMPORARY CONST. EASEMENT
PORTIONS ALTA VISTA LANE
SANTA MARIA VISTA ROAD &
LOTS 2, 4, 5 & 6 OF TRACT 2034
COUNTY OF SAN LUIS OBISPO, CA**

PROJECT NO. 0532-0024	
532-0024 Lega-9.dwg	
SURVEYED BY: EMR	10-12/2008
DRAFTED BY: MM	7-6-2011
CHECKED BY: JTM	7-6-2011



APN: 090-291-040
 OWNER: LINDA VISTA
 FARMS ASSOC. INC.
 Lot 2 Tract 2034
 18 MB 78

APN: 090-291-042
 Lot 4 Tract 2034
 18 MB 78
 OWNER: LINDA VISTA
 FARMS ASSOC. INC.

25' Alla Vista Lane
 N47°30'26"W 974.33' M
 25'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N47°30'26"W	49.55
L2	N43°16'14"E	25.00
L3	S47°30'22"E	0.77
L4	N45°12'54"E	57.06
L5	N50°55'22"E	40.20
L6	N45°13'28"E	94.71
L7	N49°49'01"E	557.07
L8	S40°12'10"E	5.00
L9	N49°48'30"E	869.09
L10	S40°11'30"E	30.00
L11	S49°48'30"W	1462.47
L12	S43°20'02"W	155.03
L13	N46°32'27"W	5.01
L14	S87°31'13"W	48.83

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	48.75	32.00	87°16'44"
C2	45.56	568.48	4°35'32"
C3	14.10	35.00	23°04'33"
C4	49.12	90.00	31°16'08"

**EXHIBIT G CONT. PARCEL E,
 TEMP. CONSTR. EASEMENT
 PORTIONS OF ALTA VISTA LANE
 AND SANTA MARIA VISTA ROAD &
 LOTS 2,4,5,&6 OF TRACT2034
 IN THE COUNTY OF
 SAN LUIS OBISPO, CA**



612 CLARION COURT
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PROJECT NO. 0532-0024
532-0024 Legal-11.dwg
SURVEYED BY: EMR 10-12/2008
DRAFTED BY: MM 7-6-2011
CHECKED BY: JTM 7-6-2011

EXHIBIT B

Exhibit A
(Easement Legal Description)
Over a portion of APN 090-291-046 (County of SLO)

Being a portion of Lot 4 of Tract No. 2034 in the County of San Luis Obispo, State of California, according to the map filed in Book 18, Page 78 of Maps in the Office of the County Recorder of said County, and being more particularly described below:

A strip of land, one hundred feet (100 feet) wide, the center line described as follows:

Commencing at a found 1 inch diameter iron pipe marking the Section Corner between Sections 33 and 34, Township 11 North, Range 34 West, and Sections 3 and 4, Township 10 North, Range 34 West, S.B.M. in the County of Santa Barbara, State of California, as shown on Tract 5764, Phase 3, Unit 2, in the City of Santa Maria, County of Santa Barbara, State of California, according to the map filed in Book 188 at Pages 31 through 36 of Maps, in the Office of the County Recorder of said Santa Barbara County, and having grid coordinates of (northing) 2,188,882.615 feet, (easting) 5,826,896.812 feet of the California Coordinate System 1983 (CCS83), Zone 5, epoch date 2002.00 using Continuous Operating Reference Stations, 1996 adjustment [NAD83(CORS96)];

Thence north $07^{\circ}03'04''$ east 2,406.08 feet to a found two inch diameter iron pipe and brass cap stamped "LS 5565" marking the point of intersection of Blosser Road and Atlantic Place as shown on said map and having grid coordinates of (northing) 2,191,270.493 feet (easting) 5,827,192.174 feet of said CCS83, Zone 5;

Thence south $88^{\circ}33'41''$ west 8.19 feet;

Thence north $02^{\circ}44'34''$ east 512.30 feet to the True Point of Beginning;


Thence north $21^{\circ}53'43''$ west 3,162.47 feet to a point lying south $36^{\circ}54'15''$ east 1,098.08 feet from a found one inch iron pipe and plastic plug stamped "RCE 25366" marking the corner common to said Lot 1 and Lot 2 and on the northwesterly boundary line of said Tract No. 2034 and having grid coordinates of (northing) 2,195,594.427 feet (easting) 5,825,369.804 feet of said CCS83, Zone 5.

The sidelines of the above described strip shall be extended and/or shortened so as to begin and/or end on the southeasterly line of the land described in Parcel "C" per Document No. 2013028807 of Official Records and on the southerly line of said Lot 4.

Excepting therefrom a strip of land, thirty feet (30 feet) wide described in Parcel "A" per Document No. 2013028807 of Official Records.

Containing 45,082 square feet, more or less.

This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Signature: 
Shane C. Sobecki, PLS

Date: 3/17/16



Exhibit "B"

APN: 090-291-040

ALTA VISTA LANE

PARCEL "C" DOC. NO.
201302887 O.R.
APN: 090-291-047

30' WIDE STRIP PER
PARCEL "A" DOC.
NO. 201302887 O.R.

APN: 090-291-039

30' WIDE APN: 090-291-046

PERMANENT
EASEMENT AREA
45,082 SQ. FT. ±

100' WIDE LOT 4 TRACT 2034
BK 18 PG 78

N21°53'43"W 3,162.47'

SOUTHERLY LINE OF LOT 4
TRACT 2034 18/78

APN: 090-291-037



0 100' 200'

SCALE: 1"=200'



TRUE POINT OF
BEGINNING

 PERMANENT EASEMENT AREA

MNS
ENGINEERS INC

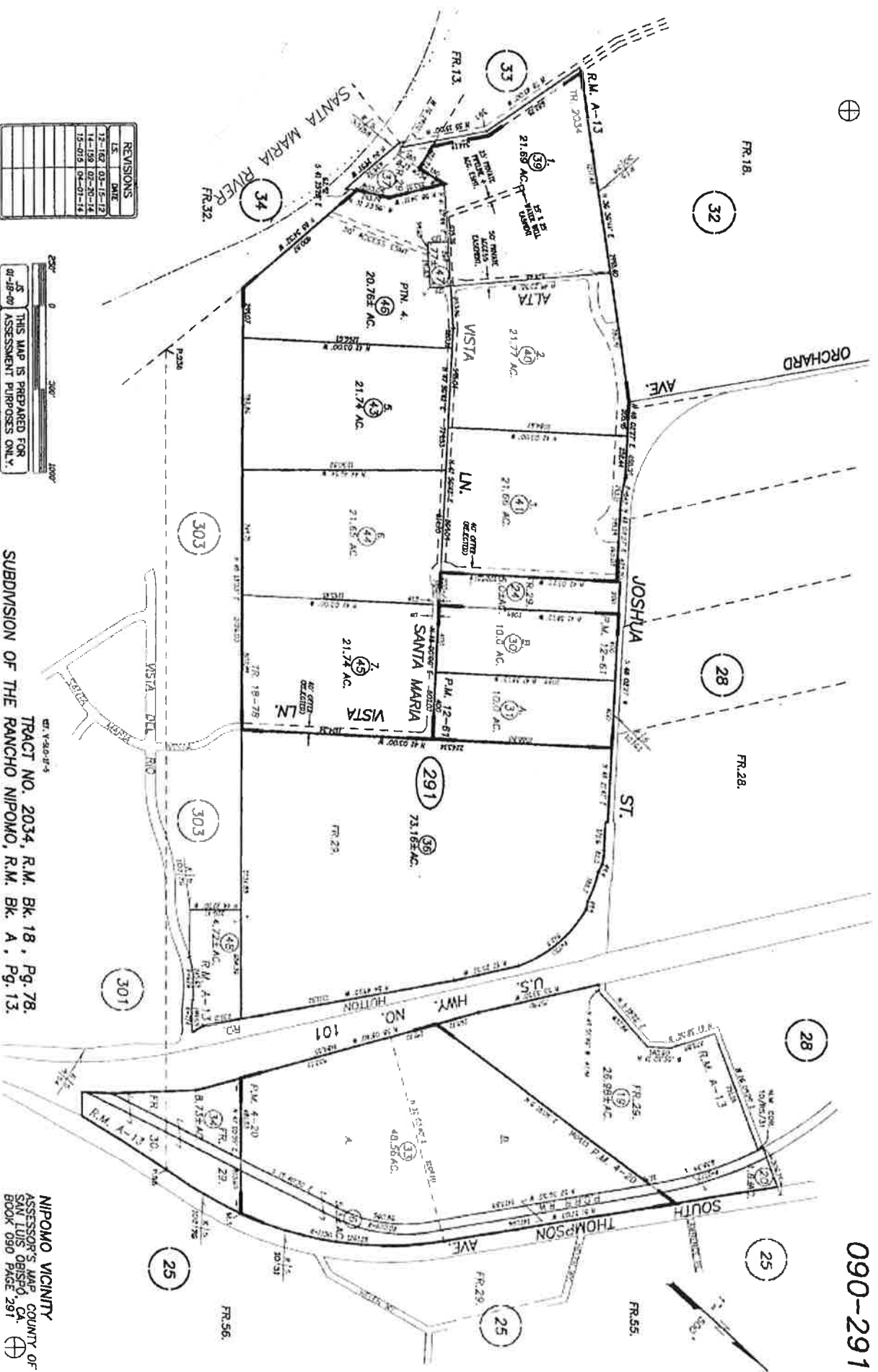
4580 E. Thousand Oaks Blvd, Ste 101
Westlake Village, CA 91362
805.648.4840 Phone

ENGINEERING
PLANNING
SURVEYING
CONSTRUCTION MANAGEMENT

PERMANENT EASEMENT EXHIBIT
PORTION OF LOT 4 TRACT 2034
COUNTY OF SAN LUIS OBISPO, CA

EXHIBIT C

090-291



REVISIONS	
LS.	DATE
17-1007	03-15-12
14-159	05-20-14
13-003	04-01-14

THIS MAP IS PREPARED FOR
ASSESSMENT PURPOSES ONLY.

TRACT NO. 2034, R.M. Bk. 18, Pg. 78.
SUBDIVISION OF THE RANCHO NIPOMO, R.M. Bk. A, Pg. 13.

NIPOMO VICINITY
ASSASSOR'S MAP COUNTY OF
SAN LUIS OBISPO, CA.
BOOK 050 PAGE 291

MARCH 14, 2018

ITEM D-3

ATTACHMENT B

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2018-XXXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO
COMMUNITY SERVICES DISTRICT ACCEPTING AMENDMENT TO GRANT
DEED AND COVENANTS RUNNING WITH THE LAND FROM LOS PRIMOS
PROPERTIES, LLC, APNs 090-291-039, 040, 043, 044, 045, and 046**

WHEREAS, as part of the Supplemental Water Project, it has been necessary for the Nipomo Community Services District ("District") to acquire certain real property interests, including that certain Grant Deed and Covenants Running with the Land, Recorded on May 20, 2013, as Document No. 2013028807 ("Grant Deed"); and

WHEREAS, on October 27, 2016, the District filed a Complaint in Eminent Domain (San Luis Obispo County Superior Court Case No. 16CV0512) ("Complaint") against Los Primos Properties, LLC ("LPP"), the current owner of the property subject to the Grant Deed, in order to acquire an expanded area of the permanent easement included in the Grant Deed, which the District determined is necessary to support the Supplemental Water Project; and

WHEREAS, the District and LPP have negotiated a settlement agreement whereby the parties agreed to execute and record, upon acceptance by the District, the Amendment to Grant Deed and Covenants Running with the Land ("Amendment to Grant Deed"), attached hereto and incorporated herein by reference as Exhibit A, in exchange for payment to LPP of an agreed-upon purchase price and dismissal of the Complaint; and

WHEREAS, acceptance of the Amendment to Grant Deed will support the Supplemental Water Project and carry out the terms of the settlement agreement.

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

- 1) The above recitals are true and correct and constitute findings in support of acceptance of the Amendment to Grant Deed.
- 2) The Board of Directors does hereby accept and direct staff to record the Amendment to Grant Deed attached hereto and incorporated herein by reference as Exhibit A.
- 3) The Board of Directors does hereby direct staff to carry out the remaining terms of the settlement agreement, including payment of the agreed-upon purchase price of \$45,474.71 to LPP.

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

AYES:

NOES:

ABSENT:

CONFLICTS:

The foregoing resolution is hereby adopted this 14th day of March, 2018.

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2018-XXXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO
COMMUNITY SERVICES DISTRICT ACCEPTING AMENDMENT TO GRANT
DEED AND COVENANTS RUNNING WITH THE LAND FROM LOS PRIMOS
PROPERTIES, LLC, APNs 090-291-039, 040, 043, 044, 045, and 046**

ED EBY
President, Board of Directors

ATTEST:

APPROVED AS TO FORM AND
LEGAL EFFECT:

MARIO IGLESIAS
General Manager and Secretary to the Board

WHITNEY G. McDONALD
District Legal Counsel

Recorded at request of
NIPOMO COMMUNITY SERVICES DISTRICT

When recorded return to:

Nipomo Community Services District
c/o Todd A. Amspoker
Price, Postel & Parma, LLP
200 E. Carrillo Street, Suite 400
Santa Barbara, California 93101

Space above this line for Recorder's Use

No recording fee per Government Code § 6103
No Documentary Transfer Tax per Revenue & Taxation Code § 11922

A.P. No. 090-291-039, 040, 043, 044, 045 and 046

**AMENDMENT TO GRANT DEED and COVENANTS RUNNING
WITH THE LAND**

Exhibits incorporated by reference:

- "A" – Grant Deed Recorded May 20, 2013, Document No. 2013028807
- "B" – Expanded Easement Area
- "C" – Assessor's Parcel Map

This AMENDMENT TO GRANT DEED AND COVENANTS RUNNING WITH THE LAND ("Amendment") is between Los Primos Properties, LLC ("LPP") and Nipomo Community Service District ("NCSD"). NCSD and LPP are collectively referred to as the "Parties."

RECITALS:

A. LPP is the owner of certain real property located in unincorporated San Luis Obispo County, consisting of APN's 090-291-039, 040, 043, 044, 045 and 046 (LPP's Property). LPP currently uses LPP's Property for farming strawberries and other agricultural products.

B. The NCSD, and LPP's predecessor in interest, Linda Vista Farms Association Inc. ("Linda Vista"), previously entered into that certain Grant Deed and Covenants Running with the Land Recorded May 20, 2013 as Document No. 2013028807 ("Grant Deed"). A true and correct copy of the Grant Deed is attached hereto as Exhibit "A." Among other things, the Grant Deed provided that Linda Vista would: (1) convey fee title to a certain portion of LPP's Property ("Fee Parcel"); (2) convey a permanent pipeline and access easement on other portions of LPP's Property; and (3) the NCSD would have the right to use all existing lanes, drives and roadways

within LPP's Property that then existed or may exist in the future, as shall be convenient and necessary for the purposes of exercising NCSD's rights as set forth in the Grant Deed.

C. LPP purchased the LPP Property in 2015 from Linda Vista, and as Linda Vista's successor in interest succeeded to the rights and burdens set forth in the Grant Deed.

D. From time to time LPP and/or LPP's tenants/lessees fumigate the LPP Property with regulated products and chemicals, and may in the future engage in other agricultural activities that potentially may have an impact on NCSD's access to the Fee Parcel (the "Activities"). The Parties have had a disagreement regarding NCSD's ability to obtain access to its Fee Parcel during time periods when LPP is engaging in the Activities. The purpose of this Amendment is, in part, to define the protocol for the parties to use when LPP is engaging in the Activities on the LPP Property, so that the NCSD may continue to have access to the Fee Parcel while the Activities are ongoing.

E. The NCSD seeks to acquire from LPP a larger permanent pipeline and utility easement than was provided in the Grant Deed. A legal description and plat map depicting the expanded easement area are attached hereto and made a part hereof as Exhibit "B."

WHEREFORE, THE PARTIES AGREE TO THE FOLLOWING:

1. LPP hereby grants and conveys to NCSD a permanent easement (herein "Easement" or "Easement Area") in gross, more particularly described in Exhibit "B" attached hereto and incorporated herein by reference. Said Easement shall be subject to the same terms included in the Grant Deed, as modified by this Amendment, which are hereby incorporated by reference as if set forth in full.

2. The Parties confirm their understanding that LPP intends to continue engaging in the Activities at the LPP Property. The Activities may potentially have an impact on NCSD's ability to use its recorded easement along Alta Vista Lane from Santa Maria Vista Lane to the Fee Parcel, as confirmed in the Grant Deed. The parties also understand that pursuant to the Grant Deed, NCSD has the legal right to use all existing lanes, drives and roadways within LPP's Property that then existed or may exist in the future, as shall be convenient and necessary for the purposes of exercising NCSD's rights as set forth in the Grant Deed.

3. Other than the access easement which was conveyed in the Grant Deed along Alta Vista Lane, there are other roadways within LPP's property which provide access from the Fee Parcel to Joshua Street, Orchard Avenue, and Santa Maria Vista Lane. An Assessor's Parcel Map which depicts the locations described in this paragraph is attached hereto as Exhibit "C."

4. NCSD will reasonably cooperate with LPP's Activities on the LPP Property. LPP will provide NCSD with at least 48 hours advance written and oral

notice prior to the anticipated commencement of the Activities that will occur adjacent to Alta Vista Lane. LPP shall comply with all applicable regulations in connection with the Activities. NCSD understands that LPP may place "No Entry" signs on LPP's Property during the Activities. Although NCSD will retain its rights to travel along Alta Vista Lane despite the posting of such "No Entry" signs, NCSD personnel may choose instead to access the Fee Parcel by alternate routes within LPP's Property, as confirmed in the Grant Deed. LPP shall ensure that such alternate access routes are available, as confirmed in the Grant Deed. Should there be a need for LPP to modify the schedule for the Activities contained in said 48-hour notice, LPP will notify NCSD of such change by written or oral notice as soon as possible.

5. NCSD previously improved Alta Vista Lane to satisfy County Fire Department standards for the NCSD's access to the Fee Parcel. NCSD and LPP shall jointly maintain Alta Vista Lane, between Santa Maria Vista Lane and the Fee Parcel. Each party hereto shall repair any damage it causes to said portion of Alta Vista Lane. Alta Vista Lane must be maintained with an all-weather surface and each party is responsible for remedying any damage to that surface caused by its activities, including but not limited to use of heavy equipment or tractors, within thirty days of notification by the other party.

6. The persons designated by the Parties to provide and receive notices in connection with this Amendment are listed below. Such persons shall remain as so designated unless either of the Parties notifies the other in writing.

FOR NCSD:
Mario Iglesias
General Manager
Peter Sevcik
Director of Engineering and Operations
Nipomo Community Services District
148 S Wilson Street
Nipomo, CA 93444
(805) 929-1133
(805) 929-1932 fax
miglesias@ncsd.ca.gov
psevcik@ncsd.ca.gov

FOR LPP:

Vincent T. Martinez, Esq.
Twitchell & Rice, LLP
215 North Lincoln Street
Santa Maria, CA 93458
(805) 925-2611
(805) 925-1635 fax

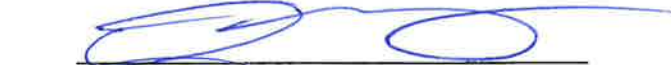
7. Those individuals signing on behalf of LPP and NCSD have the authority to sign this Amendment on behalf of LPP and NCSD.

8. Except as provided herein, the contents and requirements of the Grant Deed remain in full force and effect.

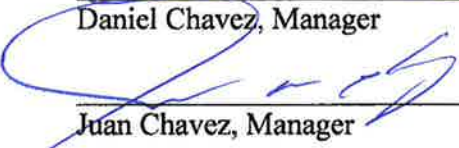
This Amendment is executed on the 14th day of March, 2018, in Nipomo, California.

This Amendment to Grant Deed may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same instruction.


LOS PRIMOS PROPERTIES, LLC, a
California limited liability company



Daniel Chavez, Manager



Juan Chavez, Manager



Lorena Chavez, Manager

NIPOMO COMMUNITY SERVICES
DISTRICT



Mario Iglesias
General Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which the certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ~~SAN LUIS OBISPO~~ SANTA BARBARA

On this 20th day of FEBRUARY, 2018, before me, LYNN LIMONE, a Notary Public in and for the State of California, personally appeared Daniel Chavez proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 the day and year first above written.

Lynn Limone
NOTARY PUBLIC



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which the certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ~~SAN LUIS OBISPO~~ SANTA BARBARA

On this 26th day of FEBRUARY, 2018, before me, LYNN LIMONE,
a Notary Public in and for the State of California, personally appeared Juan Chavez
proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument, and acknowledged to me that he executed the same
in his authorized capacity, and that by his signature on the instrument the person, or the
entity upon behalf of which the person 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 the day and year first above written.



NOTARY PUBLIC



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which the certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ~~SAN LUIS OBISPO~~ SANTA BARBARA

On this 20th day of FEBRUARY, 2018, before me, LYNN LIMONE, a Notary Public in and for the State of California, personally appeared Lorena Chavez proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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 the day and year first above written.

Lynn Limone
NOTARY PUBLIC



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which the certificate is attached, and not the truthfulness, accuracy, or validity of that document.

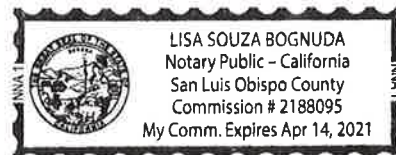
STATE OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO

On this 7 day of March, 2018, before me, Lisa Souza Bognumda, a Notary Public in and for the State of California, personally appeared Mario Iglesias proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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 the day and year first above written.

Lisa Souza Bognumda
NOTARY PUBLIC



CERTIFICATE OF ACCEPTANCE
(Government Code §27281)

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

NIPOMO COMMUNITY SERVICES DISTRICT

By: _____

Name: Ed Eby
Title: President
Nipomo Community Services District
Board of Directors

ATTEST:

Mario Iglesias, District General Manager

EXHIBIT A

Recording requested by
FIRST AMERICAN TITLE CO

JULIE RODEWALD
San Luis Obispo County – Clerk/Recorder
Recorded at the request of
First American Title Company

ASK
5/20/2013
8:00 AM

~~Recorded at request of and~~
When recorded return to:

Nipomo Community Services District
c/o Hamner, Jewell & Associates
Government Real Estate Services
340 James Way, Suite 150
Pismo Beach, California 93449

DOC#: 2013028807



Titles: 2 Pages: 23

Fees 0.00
Taxes 0.00
Others 0.00
PAID \$0.00

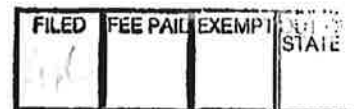
Space above this line for Recorder's Use

No recording fee per Government Code § 6103
No Documentary Transfer Tax per Revenue & Taxation Code § 11922

A.P. No. 090-291-039, 040, 042, 043, 044

GRANT DEED and COVENANTS RUNNING WITH THE LAND

(to Nipomo Community Services District)



Exhibits incorporated by reference:

- "A" – Legal description of Grantor's Real Property
- "B" – Legal description of Permanent Easement, Fee Parcel and Construction Easement
- "C-1" – Partial Map of Project Easements
- "C-2" – Depiction of the Permanent Pipeline Easement
- "D" – Depiction of Fee Parcel
- "E" – Depiction of Temporary Construction Easement
- "F" – Depiction of Permanent Pipeline and Access Easement
- "G" – Depiction of Temporary Construction Easement – Alta Vista Lane

This Grant to the Nipomo Community Services District ("District") and Covenants Running With The Land (herein the "Easement") is made this 20 day of February, 2013, by Linda Vista Farms Association Inc., a California corporation, ("Grantor"), with reference to the following recitals:

RECITALS

A. Grantor is the fee simple owner of certain real property (the "Real Property") located in the unincorporated area of the County of San Luis Obispo, legally described as Lots 1, 2, 4, 5 and 6 in Exhibit "A" attached hereto and incorporated herein by reference.

B. Grantor desires to grant in fee the Real Property described in Paragraph 1 below, for tanks, a pump station, reservoir and for other public purposes as determined by the District from time to time.

C. Grantor desires to grant and dedicate, irrevocably, to the District, a permanent easement and temporary construction easements in, over, on, through, within, under and across part of the Real Property described in Paragraphs 1 and 3 below.

D. District desires and will fully handle the process of obtaining a public lot designation from the County of San Luis Obispo for the area conveyed by Grantor to District in fee.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Grantor grants, covenants and promises as follows:

1. **GRANT OF FEE.** Grantor hereby grants and conveys to District fee title to that certain portion of Grantor's Real Property that is described as Parcel C in Exhibit B and depicted in Exhibit D, attached hereto and incorporated herein by this reference.

Together with the appurtenant easements described in Paragraph 3, below:

2. **GRANT OF TEMPORARY CONSTRUCTION EASEMENT.** Grantor hereby grants and conveys to District a temporary construction easement for the purposes of facilitating the construction of District Facilities on the property referenced in Paragraph 1, above, including the right to place equipment and vehicles, and pile earth thereon. Such Temporary Construction Easement (herein "Temporary Construction Easement Area") is more particularly described in Exhibit "B" and depicted in Exhibit "E", attached herein and incorporated herein by this reference. Upon completion of said construction, said Temporary Construction Easement Area will be generally restored to the condition that existed prior to construction to the extent reasonably practical, unless otherwise agreed to in writing between Grantor and District.

3. **GRANT OF PERMANENT PIPELINE EASEMENT.** Grantor hereby grants and conveys in, over, on, through, within, under and across the Real Property to the District a permanent easement (herein "Easement" or "Easement Area") in gross, more particularly described in Exhibit B (Parcel "A" and "D") and as depicted in Exhibits C and F, attached hereto and incorporated herein by reference. Said Easement is appurtenant to the Real Property Grant referenced in Paragraph 1, above.

4. **PURPOSE.** The purpose of the Easement described in Paragraph 3, above, is to survey, install, construct, reconstruct, enlarge, lay, alter, operate, patrol, remove, replace, and maintain a water conduit, consisting of one or more underground water pipelines and related facilities and to provide ingress and egress to the tanks, pump station and reservoir. These related facilities may include but are not limited to markers, air valves, manholes, utilities, valves, antenna, control panel, fences, meters, surge control devices, test stations, buried communication devices, buried electrical

conduits and devises, pull boxes, and all related incidents, fixtures, and appurtenances. Markers, test stations, pull boxes, blow off valves, air release valves, manholes, other related facilities, and turnouts may be located above ground or partially above ground.

5. **GRANT OF TEMPORARY CONSTRUCTION EASEMENT.** Grantor hereby grants and conveys to District a temporary construction easement for the purposes of facilitating the construction of District Facilities on the easement more particularly described in Paragraph 3, above, including the right to place equipment and vehicles, and pile earth thereon. Such Temporary Construction Easement (herein "Temporary Construction Easement Area") is more particularly described in Exhibit "B" (Parcel "B" and "E") and depicted in Exhibit "E" and "G", attached herein and incorporated herein by this reference. Upon completion of said construction, said Temporary Construction Easement Area will be generally restored to the condition that existed prior to construction to the extent reasonably practical, unless otherwise agreed to in writing between Grantor and District.

6. **TERMS, CONDITIONS AND COVENANTS OF EASEMENT.** The Easement(s) described in Paragraphs 3 and 4, above, shall be SUBJECT TO THE FOLLOWING TERMS, CONDITIONS AND COVENANTS:

a. The facilities and improvements installed in the Easement Area collectively are referred to herein as "District Facilities." Plans for District Facilities as they exist from time to time shall be maintained at the District's principal offices.

b. District shall have the right of ingress and egress for personnel, vehicles, and construction equipment to, from, and along the Easement Area at any time, without prior notice, including the right to use lanes, drives, rights-of-way, and roadways within the Real Property which now exist or which hereinafter may be constructed, as shall be convenient and necessary for the purpose of exercising the rights herein set forth; provided, however, that nothing herein shall prevent or limit rights of Grantor to close such roadways, lanes, or rights-of-way, and to provide District with comparable alternative access to the Easement Area, as deemed reasonable by the District.

c. As the amount of earth or other fill over District Facilities can affect the structural integrity of the District's Facilities, District shall have the right to maintain the height of earth or other fill within the Easement Area. Grantor shall not temporarily or permanently modify, or allow others to in any way modify, the ground surface elevation in the Easement Area from the elevation established upon completion of construction of the District's Facilities without the District's prior written consent, which consent shall not be withheld unreasonably. Grantor shall not conduct, or permit others to conduct, farming or grading operations, ripping, stockpiling, or use, or permit others to use, explosives within the Easement Area to the extent that it may cause a surface disturbance deeper than six (6) feet. In the event that Grantor violates the provisions of this paragraph, District shall have the right to do all things necessary and proper to remove any excess soils, stockpiles, and explosives, to restore grade elevations, and to repair any damages to District Facilities caused by Grantor's violation, and Grantor shall fully reimburse District for all costs including District's reasonable administrative costs and attorney fees associated therewith. Grantor shall

defend and indemnify District from any and all claims, damages, costs, judgments, or liability arising therefrom.

d. The Easement is subject to all existing fencing, canals, irrigation ditches, laterals, pipelines, roads, electrical transmission facilities, and communication lines existing on the date the Easement is granted, and all future uses which do not directly or indirectly interfere with or endanger District's exercise of the rights described herein, including the right to use the Easement Area for agricultural purposes excepting vegetation which endangers the integrity of District Facilities as long as such use does not create a surface disturbance deeper than six (6) feet; provided, however, District shall have the right to clear and keep clear from the Easement Area all explosives, buildings, structures, walls, and other facilities of a permanent and or temporary nature, and any earth cover or stockpile of material placed without the District's prior written consent, which interfere with District's use of the Easement Area. Grantor shall not construct, nor permit others to construct or operate, such permanent or temporary facilities which conflict with District's ability to use the Easement Area. District shall have the right of exclusive use and possession within the Easement Area for a distance of two (2) feet in every direction around the outside surface of the District Facilities. In addition to any other legal and equitable remedies for violations of this paragraph, District shall have the right to do all things necessary and proper to remove any such vegetation, explosives, mining operations, improvements, and materials, and Grantor shall fully reimburse District for all costs including District's reasonable administrative costs and attorney fees associated therewith. Grantor shall defend and indemnify District from any and all claims, damages, costs, judgments, or liability arising therefrom.

e. Subsequent to the grant of this Easement, Grantor shall not grant any easements of any kind whatsoever to others in, over, on, through, within, under and across the Easement Area without the prior written approval of the District, which approval shall not be withheld unreasonably; and

f. This Grant Deed shall be recorded in the Official Records in the County Recorder's Office, San Luis Obispo County.

7. TEMPORARY CONSTRUCTION EASEMENT. The Temporary Construction Easements referenced in Paragraphs 2 and 5, above, shall commence thirty (30) days following the date a Notice of Commencement of Construction is sent by District to Grantor by US Mail or other reputable carrier, and shall automatically terminate two years following commencement of construction on the Real Property or upon completion of District's Project construction, whichever occurs first; provided, however, that District shall have the right to extend the Temporary Construction Easement term in additional three (3) month increments if District determines that additional time beyond the two (2) year period is necessary for construction completion. In such case, District shall have the unilateral right to extend the Temporary Construction Easement period through construction completion and agrees to compensate Grantor Three Thousand Eight Hundred Fifty Five Dollars (\$3,855) for each three (3) month extension term exercised. Payment for any such extensions shall be paid by District to Grantor concurrent with District's written notice to Grantor of

District's intent to exercise such extension provisions. In any event, this Temporary Construction Easement shall terminate on or before December 31, 2015.

8. **COVENANTS RUNNING WITH THE LAND.** The obligations of Grantor identified in Paragraphs 1 through 7, above, shall be considered for all purposes to be covenants that shall run with the land (the Real Property) and shall be binding on the successors and assigns of the Grantor and shall inure to the benefit of District and its successors and assigns.

9. **SECTION HEADINGS.** The headings of the several sections of this Grant Deed shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

10. **INCORPORATION OF RECITALS.** Recitals A, B, C and D are true and correct and incorporated herein by this reference.

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

12. **NO WAIVER OF DEFAULT.** No delay or omission of District to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Grant Deed to District shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of District.

13. **MODIFICATION.** Any oral representations or modifications concerning this Grant Deed shall be of no force and effect excepting a subsequent modification in writing, signed by both parties. Each party waives their future right to claim, contest or assert that this Grant Deed was modified, cancelled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

14. **CALIFORNIA LAW.** This Grant Deed shall be governed by the laws of the State of California. Any litigation regarding this Grant Deed or its contents shall be filed in the County of San Luis Obispo, if in state court, or in the federal court nearest to San Luis Obispo County, if in federal court.

15. **AUTHORITY TO EXECUTE.** Grantor warrants and represents that they have the power and authority to enter into this Grant Deed in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Grant Deed have been fully satisfied. Furthermore, by entering into this Grant Deed, Grantor hereby warrants that Grantor shall not have breached the terms or conditions of any other contract or agreement to which Grantor is obligated, which breach would have a material effect hereon.

This Grant Deed may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same instrument.

GRANTOR:

Linda Vista Farms Association Inc., a
California corporation

Date: 2/28/2013

By: 
Name: Angel G. Ibarra
Title: Corporate President

State of California
County of Santa Barbara

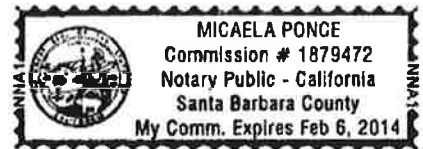
On 02/28/2013 before me, Micaela Ponce, a Notary

Public, personally appeared Angel G. Ibarra, 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 of Notary Public (Seal)

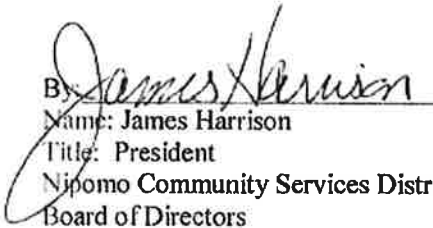


CERTIFICATE OF ACCEPTANCE

GOVERNMENT CODE §27281

This is to certify that the Nipomo Community Services District, Grantee herein, by Board action on March 27, 2013 accepts for public purposes the real property interests described in the foregoing Grant Deed, dated February 28, 2013, from Linda Vista Farms Association, Inc., Grantor, and consents to its content and the recordation thereof.

Nipomo Community Services District

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

ATTEST:



Michael S. LeBrun, General Manager

EXHIBIT A

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of San Luis Obispo, State of California, described as follows:

LOTS 1 THROUGH 6, INCLUSIVE, OF TRACT NO. 2034, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED JULY 9, 1999 IN BOOK 18 OF MAPS AT PAGE 78 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM AN UNDIVIDED 50% INTEREST IN AND TO ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES UNDER THE LAND, WITHOUT, HOWEVER, THE RIGHT TO ENTER UPON THE SURFACE OR TO DRILL THROUGH THE SURFACE OF THE UPPER 500 FEET OF THE SUBSURFACE OF SAID LAND, RESERVED BY NEXUS ASSOCIATES, A CALIFORNIA CORPORATION, IN DEED RECORDED JANUARY 27, 1978 IN BOOK 2043 PAGE 185 OF OFFICIAL RECORDS.

APN: 090-291-039 through 044

EXHIBIT "B"

LEGAL DESCRIPTION

Over a portion of APN's: 090-291-039, 040, 042, 043, & 044 (County of SLO)

Portions of Lots 1, 2, 4, 5, and 6 of Tract No. 2034 in the County of San Luis Obispo, State of California, according to the map filed in Book 18 at Page 78 of Maps in the Office of the County Recorder of said County, and being more particularly described as Parcels "A", "B", "D", and "E" below:

PARCEL "A" (Exhibit C-2, Permanent Easement Area)

A strip of land, thirty feet (30 feet) wide, the center line described as follows:

Commencing at a found 1 inch diameter iron pipe marking the Section Corner between Sections 33 and 34, Township 11 North, Range 34 West, and Sections 3 and 4, Township 10 North, Range 34 West, S.B.M. in the County of Santa Barbara, State of California, as shown on Tract 5764, Phase 3, Unit 2, in the City of Santa Maria, County of Santa Barbara, State of California, according to the map filed in Book 188 at Pages 31 through 36 of Maps, in the Office of the County Recorder of said Santa Barbara County, and having grid coordinates of (northing) 2,188,882.615 feet, (easting) 5,826,896.812 feet of the California Coordinate System 1983 (CCS83), Zone 5, epoch date 2002.00 using Continuous Operating Reference Stations, 1996 adjustment [NAD83(CORS96)];

Thence north 07°03'04" east 2,406.08 feet to a found two inch diameter iron pipe and brass cap stamped "LS 5565" marking the point of intersection of Blosser Road and Atlantic Place as shown on said map and having grid coordinates of (northing) 2,191,270.493 feet (easting) 5,827,192.174 feet of said CCS83, Zone 5;

Thence south 88°33'41" west 8.19 feet to the **True Point of Beginning** and for convenience called **Point "A"**;

Thence north 02°44'34" east 512.30 feet;

Thence north 21°53'43" west 3,162.47 feet to a point lying south 36°54'15" east 1,098.08 feet from a found one inch iron pipe and plastic plug stamped "RCE 25366" marking the corner common to said Lot 1 and Lot 2 and on the northwesterly boundary line of said Tract No. 2034 and having grid coordinates of (northing) 2,195,594.427 feet (easting) 5,825,369.804 feet of said CCS83, Zone 5.

The sidelines of the above described strip shall be extended and/or shortened so as to begin and/or end on the southeasterly line of the below described Parcel "C" and on the southerly line of said Lot 4.

Containing 19,319 square feet more or less.

PARCEL "C" (Exhibit D, Pump Station and Reservoir Fee Parcel on Lot 4, PL 10-0032)

A strip of land, one hundred and twenty five feet (125.00 feet) wide, the northwesterly line described as follows:

Beginning at the corner common to said Lots 1 and 2, and on the northwesterly line of said Lot 4 and for convenience called **Point "C"**;

Thence along the said northwesterly line south 43°20'05" west 268.00 feet (L3).

Containing 33,500 square feet more or less.

This description is not intended to create an illegal parcel with respect to the Subdivision Map Act or any local governmental agency's subdivision ordinance. This Parcel "C" is the subject of a Public Lot application and map number PL 10-0032 and in progress and is being described and shown to act as an aid in describing additional easement parcels.

PARCEL "B" (Exhibit E, Temporary Construction Easement)

Strips of land lying in said Lots 1 and 4 and described as follows:

A strip of land, one hundred feet (100 feet) wide, in said Lot 1 more particularly described as follows:

Beginning at the above described **Point "C"**;

Thence along the southeasterly line of said Lot 1 south 43°20'05" west 303.00 feet;

Thence north 46°39'55" west 100.00 feet;

Thence north 43°20'05" east 301.49 feet to a point on the northeasterly line of said Lot 1;

Thence along the said northeasterly line south 47°30'26" east 100.00 feet (L6) to the Point of Beginning.

Containing 30,222 square feet more or less.

Together with a parcel of land in said Lot 4 more particularly described as follows:

Beginning at the above described **Point "C"**;

Thence along the northwesterly line of said Lot 4 south 43°20'05" west 303.00 feet;

Thence south 46°39'55" east 195.00 feet;

Thence north 43°20'05" east 338.00 feet;

Thence north 46°39'55" west 165.00 feet;

Thence south 43°20'05" west 35.00 feet to a point in the northeasterly line of the above described Parcel "C";

Thence along the said northeasterly line north 46°39'55" west 30.00 feet to the Point of Beginning.

Excepting therefrom the above described Parcels A and C.

Containing 29,041 square feet more or less.

Together with a strip of land, one hundred feet (100 feet) wide, in said Lot 4 and the center line described as follows:

Beginning at the above described **Point "A"**;

Thence north 02°44'34" east 512.30 feet;

Thence north 21°53'43" west 3,162.47 feet to a point lying south 36°54'15" east 1,098.08 feet from a found one inch iron pipe and plastic plug stamped "RCE 25366" marking the corner common to said Lot 1 and Lot 2 and on the northwesterly boundary line of said Tract No. 2034 and having grid coordinates of (northing) 2,195,594.427 feet (easting) 5,825,369.804 feet of said CCS83, Zone 5.

Excepting therefrom the land described in Parcels "A" and "C" above and any portion lying within the immediately above described parcel of land.

The sidelines of the above described strip shall be extended and/or shortened so as to begin and/or end on a line lying 195.00 feet southeasterly of and parallel with the northwesterly line of said Lot 4 and on the southerly line of said Lot 4.

Containing 39,681 square feet more or less.

The total area of Parcel B sums to 98,944 square feet more or less.

PARCEL "D" (Exhibit F, Permanent Easement in portions of Alta Vista Lane and Santa Maria Vista Road)

An irregular strip of land lying in said Lots 1, 2, 4, 5, 6, and within portions of Alta Vista Lane and Santa Maria Vista Road as shown on said Tract 2034 map and described as follows:

Beginning at the above described **Point "C"**;

Thence along the common line to said Lots 1 and 2 and the centerline of said Alta Vista Lane north $47^{\circ}30'26''$ west 49.55 feet (L1);

Thence leaving said centerline north $43^{\circ}16'14''$ east 4.49 feet (L2);

Thence south $77^{\circ}53'38''$ east 6.82 feet (L3) to the beginning of a non tangent curve concave to the northwest having a radius of 66.79 feet and to which beginning a radial line bears south $11^{\circ}37'43''$ west;

Thence southeasterly and northeasterly 65.76 feet along said curve through a central angle of $56^{\circ}24'49''$ (C1);

Thence north $45^{\circ}12'54''$ east 49.95 feet (L4);

Thence north $50^{\circ}55'22''$ east 40.20 feet (L5);

Thence north $45^{\circ}13'28''$ east 94.96 feet (L6) to the beginning of a curve concave to the southeast having a radius of 563.48 feet;

Thence northeasterly 45.16 feet along said curve through a central angle of $04^{\circ}35'32''$ (C2);

Thence north $49^{\circ}49'01''$ east 557.07 feet (L7);

Thence south $40^{\circ}12'10''$ east 3.12 feet (L8) to a point on the centerline of said Alta Vista Lane;

Thence along said centerline and its northeasterly projection north $49^{\circ}48'30''$ east 869.09 feet (L9) to the southeasterly corner of Lot 3 of said Tract 2034 and being marked by a 3/4 inch iron pipe with tag stamped LS 2391;

Thence south $40^{\circ}11'30''$ east 25.00 feet (L10) to a point on the northeasterly projection of the southeasterly sideline of said Alta Vista Lane;

Thence along said northeasterly projection and said southeasterly sideline south $49^{\circ}48'30''$ west 1,462.75 feet (L11);

Thence continuing along said sideline south $43^{\circ}20'02''$ west 155.31 feet (L12) to the beginning of a curve concave to the southeast having a radius of 40 feet;

Thence southwesterly 16.11 feet along said curve through a central angle of $23^{\circ}04'33''$ (C3) to the beginning of a reverse curve concave to the northwest having a radius of 85.00 feet;

Thence southwesterly 85.03 feet along said curve through a central angle of $57^{\circ}18'47''$ (C4) to a point in the northeasterly line of the above described Parcel "C";

Thence along said northeasterly line north $46^{\circ}39'55''$ west 20.27 feet to said Point "C" (L13);

Thence along the northwesterly line of said Parcel "C" south $43^{\circ}20'05''$ west 20.92 feet (L14) to the beginning of a non tangent curve concave to the north having a radius of 85.00 feet and to which beginning a radial line bears south $07^{\circ}18'13''$ west;

Thence northwesterly 52.95 feet along said curve through a central angle of $35^{\circ}41'30''$ (C5);

Thence north $43^{\circ}15'05''$ east 36.45 feet (L15) to a point in the common line to said Lots 1 and 2 and the centerline of said Alta Vista Lane;

Thence along the said common line and said centerline south $47^{\circ}30'26''$ east 49.55 feet (L1) to said Point "C".

Containing 49,489 square feet more or less.

PARCEL "E" (Exhibit G, Temporary Construction Easement)

An irregular strip of land lying within portions of Alta Vista Lane and Santa Maria Vista Road as shown on said Tract 2034 and portions of said Lots 2, 4, 5, and 6 described as follows:

Beginning at the above described **Point "C"**;

Thence along the common line to said Lots 1 and 2 and the centerline of said Alta Vista Lane north $47^{\circ}30'26''$ west 49.55 feet (L1);

Thence leaving said centerline north $43^{\circ}16'14''$ east 25.00 feet (L2);

Thence south $47^{\circ}30'22''$ east 0.77 feet (L3) to the beginning of a non tangent curve concave to the north having a radius of 32.00 feet and to which beginning a radial line bears south $42^{\circ}29'38''$ west;

Thence southeasterly and northeasterly 48.75 feet along said curve through a central angle of $87^{\circ}16'44''$ (C1);

Thence north $45^{\circ}12'54''$ east 57.06 feet (L4);

Thence north $50^{\circ}55'22''$ east 40.20 feet (L5);

Thence north $45^{\circ}13'28''$ east 94.71 feet (L6) to the beginning of a curve concave to the southeast having a radius of 568.48 feet;

Thence northeasterly 45.56 feet along said curve through a central angle of $04^{\circ}35'32''$ (C2);

Thence north $49^{\circ}49'01''$ east 557.07 feet (L7);

Thence south $40^{\circ}12'10''$ east 5.00 feet (L8) to a point on the center line of said Alta Vista Lane;

Thence along said center line and it's northeasterly projection north $49^{\circ}48'30''$ east 869.09 feet (L9) to the southeasterly corner of Lot 3 of said Tract 2034 and being marked by a 3/4 inch iron pipe with tag stamped LS 2391;

Thence south $40^{\circ}11'30''$ east 30.00 feet (L10) to a point lying 5.00 feet southeasterly of the northeasterly projection of the southeasterly sideline of said Alta Vista Lane;

Thence along a line lying 5.00 feet southeasterly of said northeasterly projection and said southeasterly sideline south $49^{\circ}48'30''$ west 1,462.47 feet (L11);

Thence continuing along said line lying 5.00 feet southeasterly of said southeasterly sideline south 43°20'02" west 155.03 feet (L12) to the beginning of a curve concave to the southeast having a radius of 35 feet;

Thence southwesterly 14.10 feet along said curve through a central angle of 23°04'33" (C3) to the beginning of a reverse curve concave to the northwest having a radius of 90.00 feet;

Thence southwesterly 49.12 feet along said curve through a central angle of 31°16'08" (C4);

Thence north 46°32'27" west 5.01 feet (L13) to a point in the said southeasterly sideline of said Alta Vista Lane;

Thence leaving said southeasterly sideline south 87°31'13" west 48.83 feet (L14) to said Point "C".

Excepting therefrom the above described Parcel D.

Containing 12,821 square feet more or less.

All distances are grid distances CCS 83 (2002.00), Zone 5. The combined scale factor is 0.999923491.

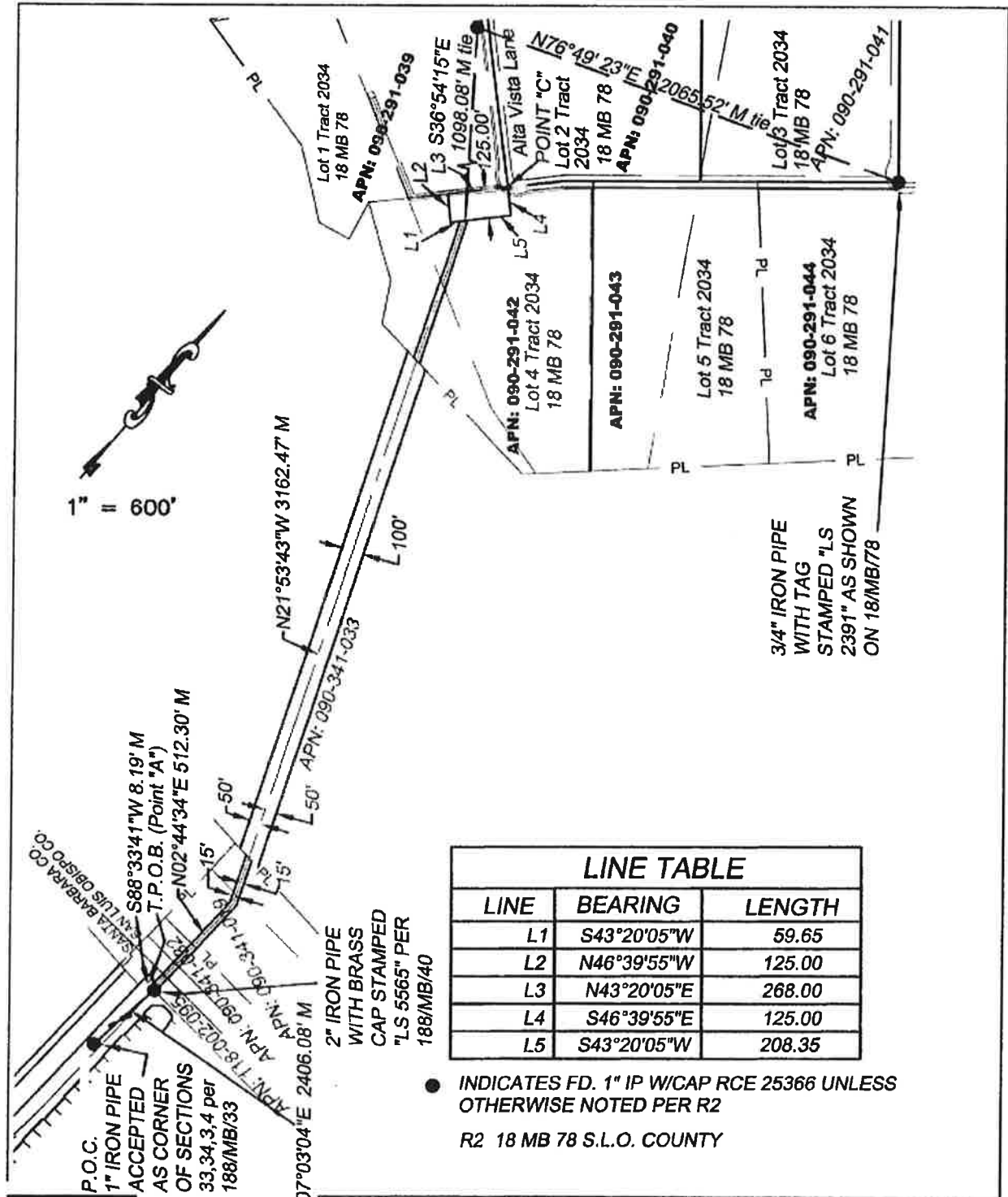
The above described Parcels "A", "C", "B", "D" and "E" are graphically shown on the Exhibits "C-1", "C-2", "D", "E", "F", and "G", attached hereto and made a part hereof.

END DESCRIPTION

Joseph T. Morris

Joseph T. Morris, PLS 6192 7/06/11





1" = 600'

P.O.C.
 1" IRON PIPE
 ACCEPTED
 AS CORNER
 OF SECTIONS
 33, 34, 3, 4 per
 188/MB/33

S88°33'41"W 8.19' M
 T.P.O.B. (Point "A")
 N02°44'34"E 512.30' M

N07°03'04"E 2406.08' M

2" IRON PIPE
 WITH BRASS
 CAP STAMPED
 "LS 5565" PER
 188/MB/40

LINE TABLE		
LINE	BEARING	LENGTH
L1	S43°20'05"W	59.65
L2	N46°39'55"W	125.00
L3	N43°20'05"E	268.00
L4	S46°39'55"E	125.00
L5	S43°20'05"W	208.35

● INDICATES FD. 1" IP W/CAP RCE 25366 UNLESS OTHERWISE NOTED PER R2
 R2 18 MB 78 S.L.O. COUNTY

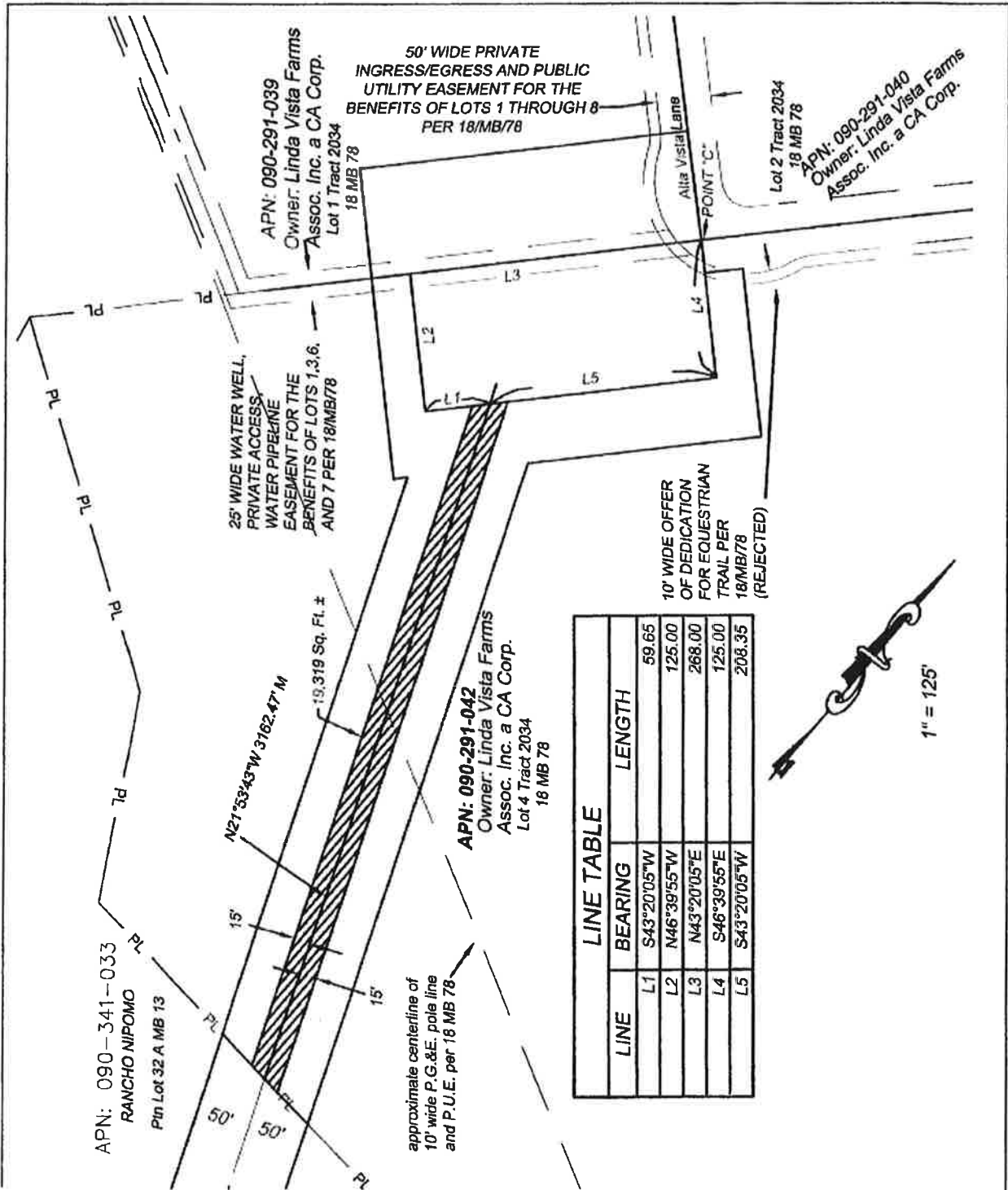
3/4" IRON PIPE
 WITH TAG
 STAMPED "LS
 2391" AS SHOWN
 ON 18/MB/78



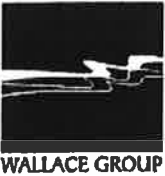
612 CLARION COURT
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 F 805 544-4294
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**EXHIBIT C-1,
 PARTIAL MAP OF
 PROJECT EASEMENTS**

PROJECT NO. 0532-0024	
532-0024 Legal-6C.dwg	
SURVEYED BY:	EMR 10-12/2008
DRAFTED BY:	MM 7-6-2011
CHECKED BY:	JTM 7-6-2011



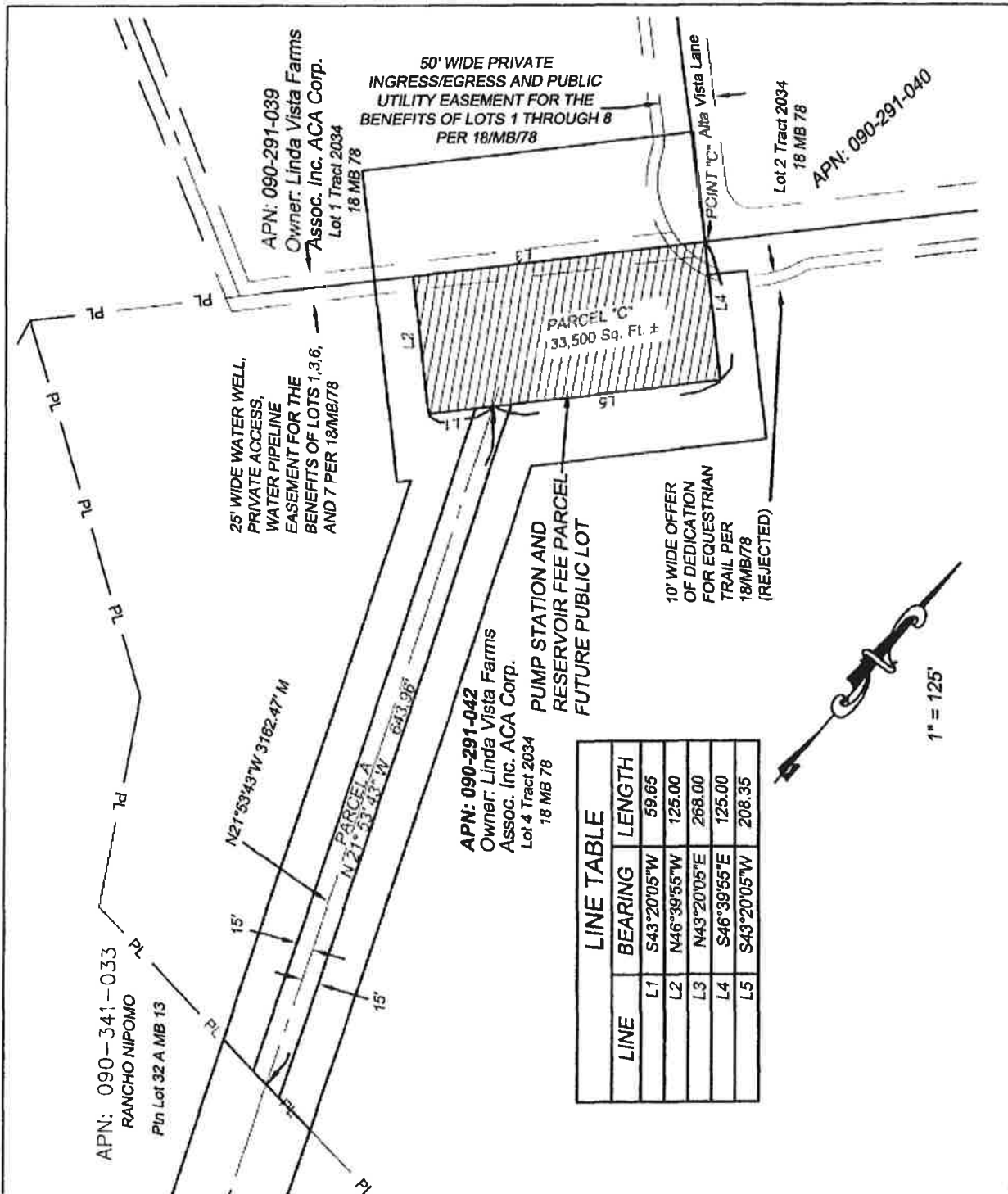
LINE	BEARING	LENGTH
L1	S43°20'05"W	59.65
L2	N46°39'55"W	125.00
L3	N43°20'05"E	268.00
L4	S46°39'55"E	125.00
L5	S43°20'05"W	208.35



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**EXHIBIT C-2, PARCEL A,
 PERMANENT EASEMENT
 PORTION OF LOT 4 TRACT
 2034 COUNTY OF SAN LUIS
 OBISPO, CA**

PROJECT NO. 0532-0024
532-0024 Legal-6.dwg
SURVEYED BY: EMR 10-12/2008
DRAFTED BY: MM 7-6-2011
CHECKED BY: JTM 7-6-2011



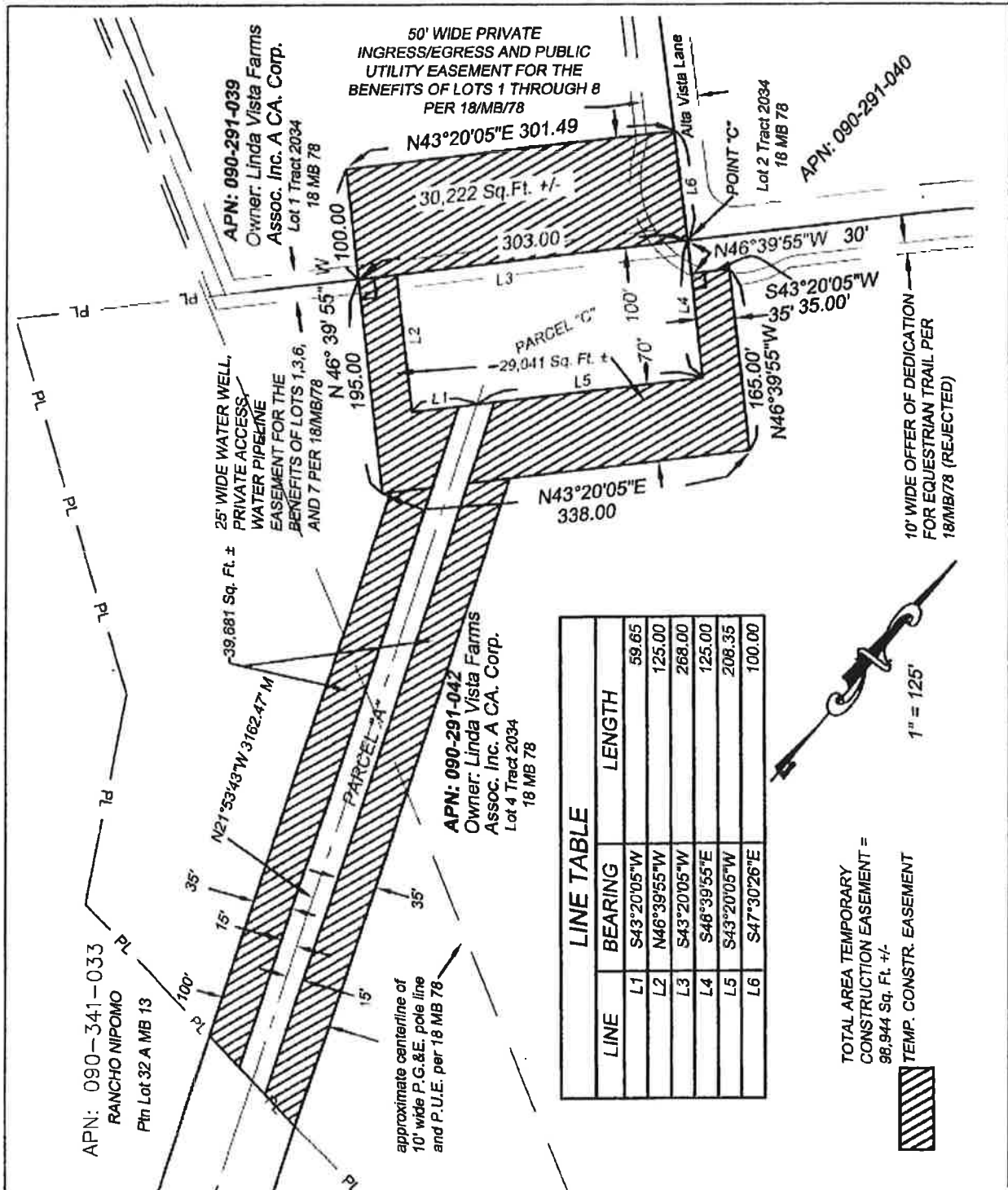
LINE TABLE		
LINE	BEARING	LENGTH
L1	S43°20'05"W	59.65
L2	N46°39'55"W	125.00
L3	N43°20'05"E	268.00
L4	S46°39'55"E	125.00
L5	S43°20'05"W	208.35



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**EXHIBIT D, PARCEL C, PL 10-0032
 (PUBLIC LOT IN PROGRESS)
 PORTION OF LOT 4 TRACT
 2034 COUNTY OF
 SAN LUIS OBISPO, CA**

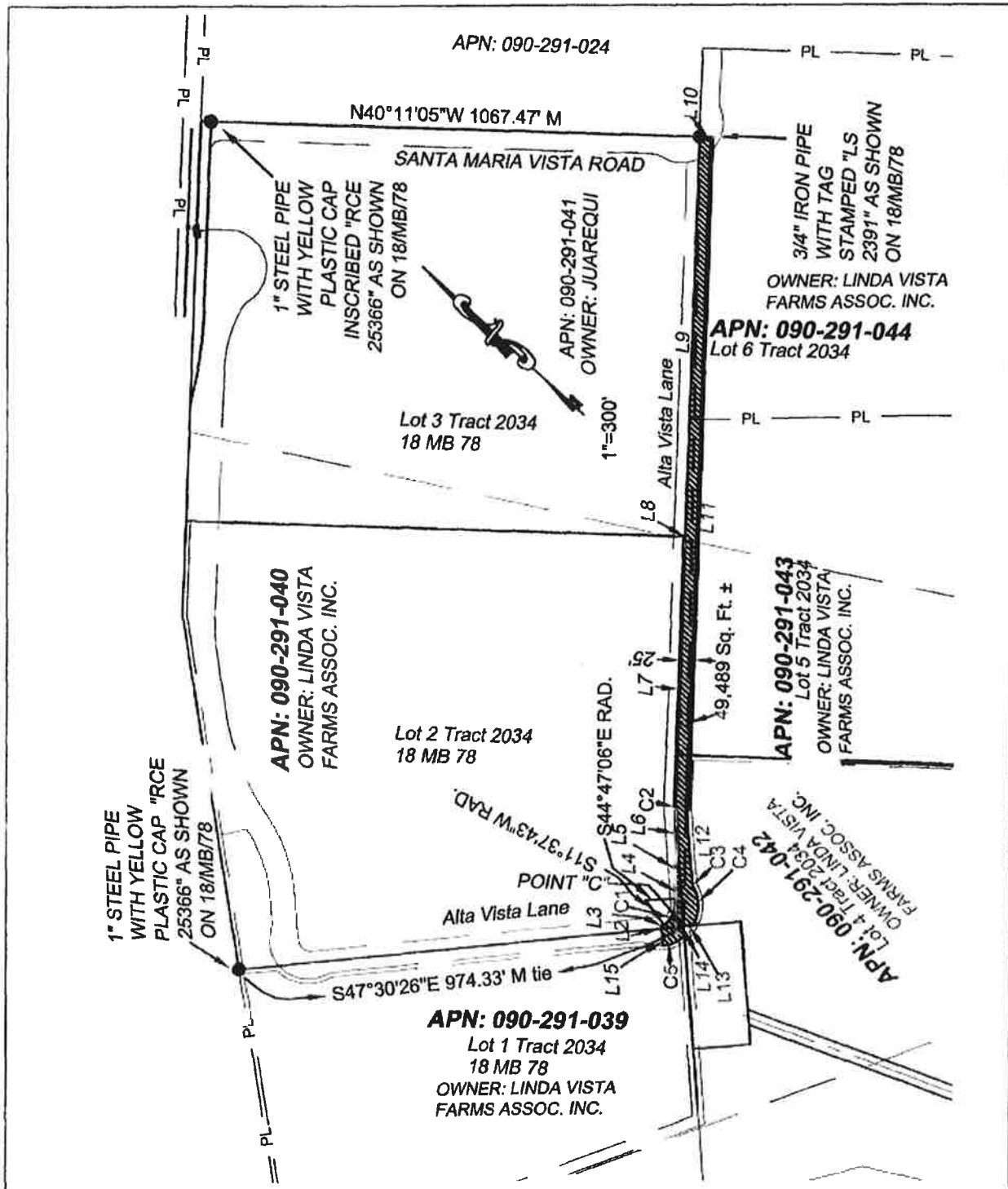
PROJECT NO. 0532-0024
532-0024 Legal-6B.dwg
SURVEYED BY: EMR 10-12/2008
DRAFTED BY: MM 7-6-2011
CHECKED BY: JTM 7-6-2011



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**EXHIBIT E, PARCEL B,
TEMP. CONST. EASEMENT
PORTION OF LOTS 1 AND 4
TRACT 2034 COUNTY OF
SAN LUIS OBISPO, CA**

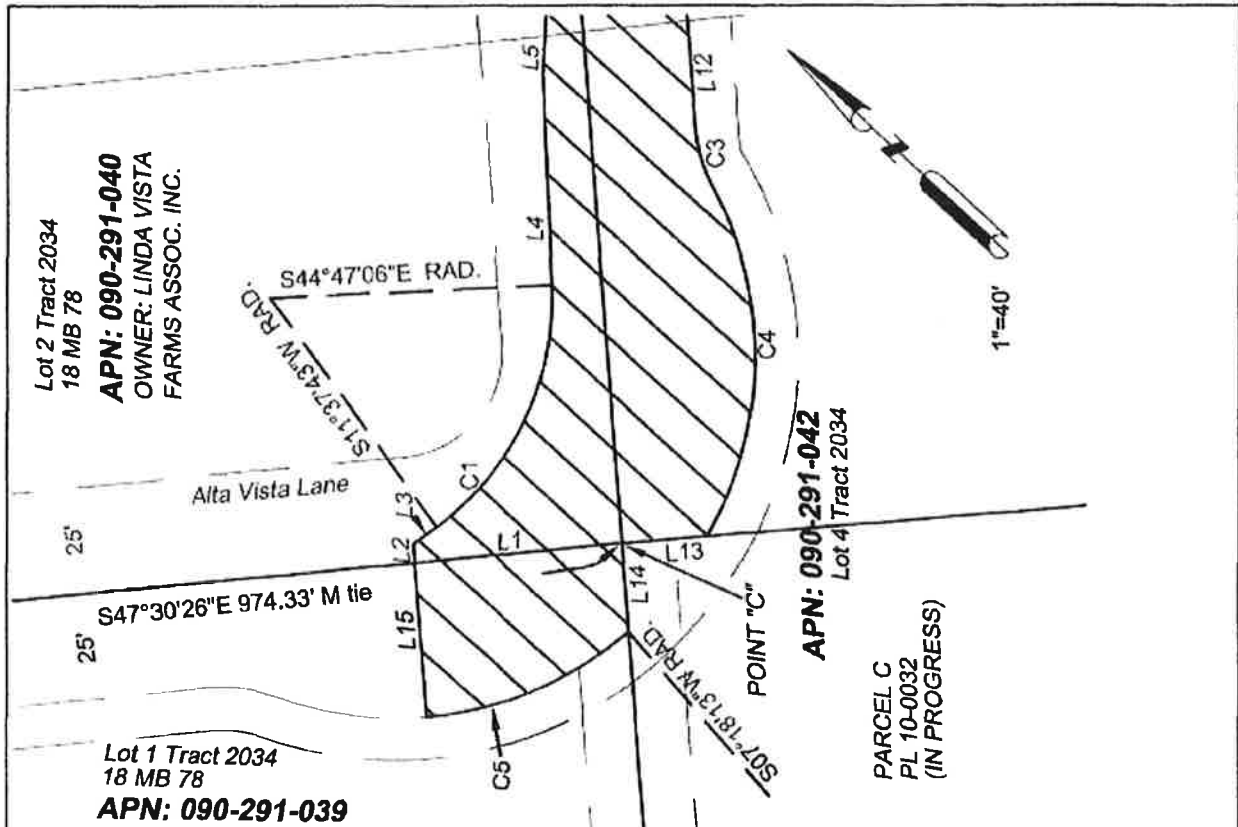
PROJECT NO. 0532-0024
532-0024 Legal-6A.dwg
SURVEYED BY: EMR 10-12/2008
DRAFTED BY: MM 7-6-2011
CHECKED BY: JTM 7-6-2011




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EXHIBIT F, PARCEL D
PERMANENT EASEMENT
PORTIONS OF ALTA VISTA LANE
& SANTA MARIA VISTA ROAD
IN THE COUNTY OF
SAN LUIS OBISPO, CA

PROJECT NO. 0532-0024	
532-0024 Lega-A1.dwg	
SURVEYED BY: EMR 10-12/2008	
DRAFTED BY: MM 7-6-2011	
CHECKED BY: JTM 7-6-2011	



LINE TABLE		
LINE	BEARING	LENGTH
L1	N47°30'26"W	49.55
L2	N43°16'14"E	4.49
L3	S77°53'38"E	6.82
L4	N45°12'54"E	49.95
L5	N50°55'22"E	40.20
L6	N45°13'28"E	94.96
L7	N49°49'01"E	557.07
L8	S40°12'10"E	3.12
L9	N49°48'30"E	869.09
L10	S40°11'30"E	25.00
L11	S49°48'30"W	1462.75
L12	S43°20'02"W	155.31
L13	N46°39'55"W	20.27
L14	S43°20'05"W	20.92
L15	N43°15'05"E	36.45

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	65.76	66.79	56°24'49"
C2	45.16	563.48	04°35'32"
C3	16.11	40.00	23°04'33"
C4	85.03	85.00	57°18'47"
C5	52.95	85.00	35°41'30"



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**EXHIBIT F CONT., PARCEL D
PERMANENT EASEMENT
PORTIONS OF ALTA VISTA LANE
& SANTA MARIA VISTA ROAD
IN THE COUNTY OF
SAN LUIS OBISPO, CA**

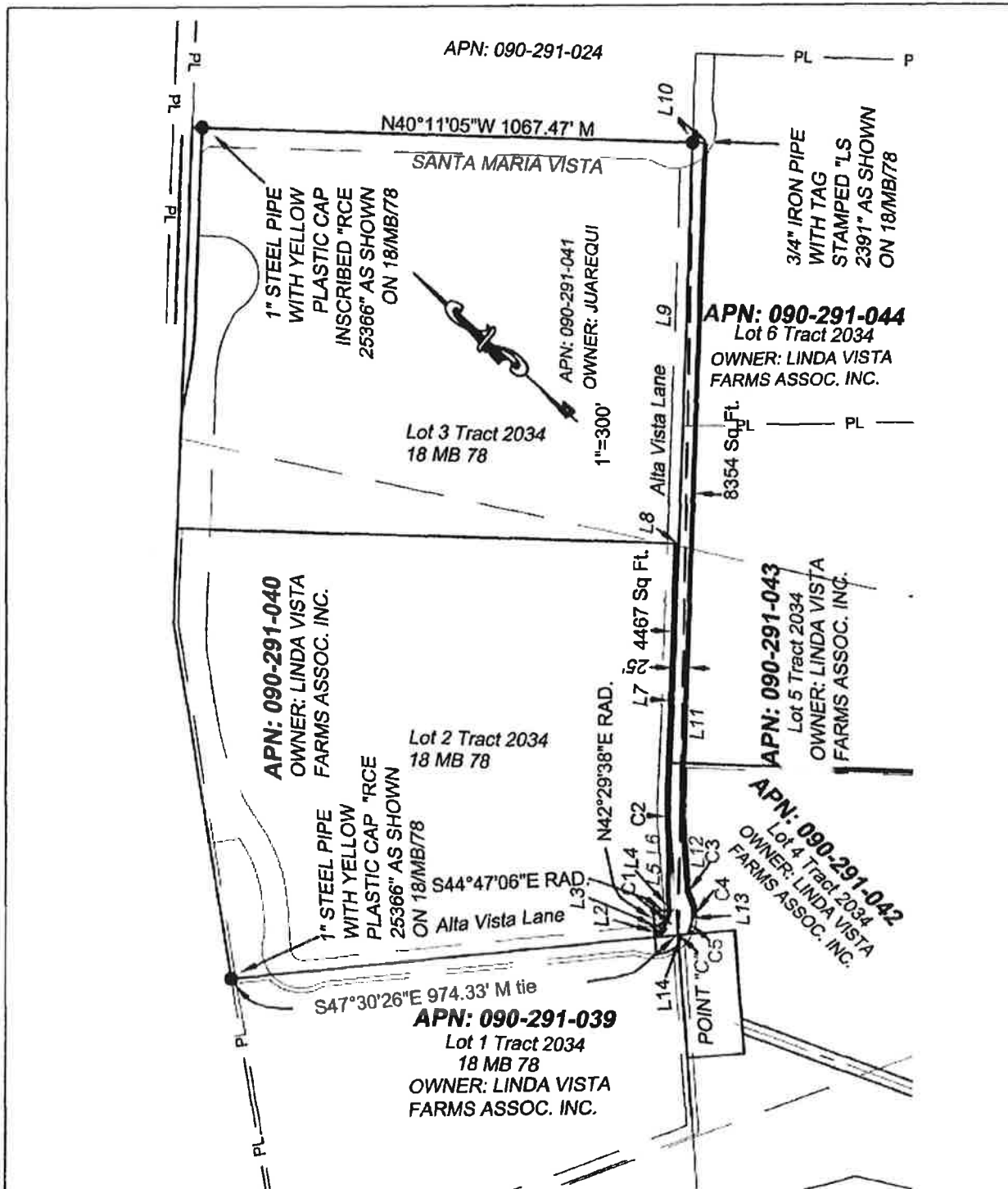
PROJECT NO. 0532-0024

532-0024 Lega-A1-2.dwg

SURVEYED BY: EMR 10-12/2008

DRAFTED BY: MM 7-6-2011

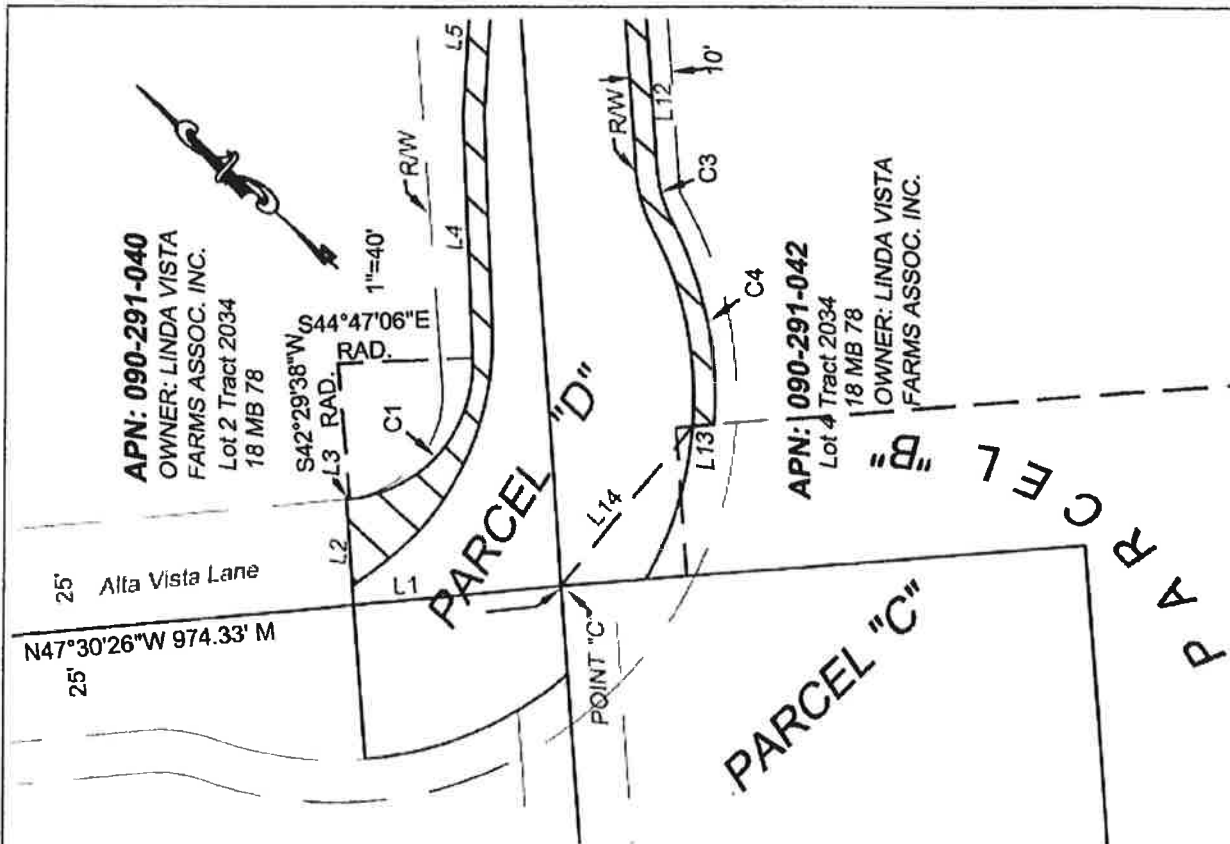
CHECKED BY: JTM 7-6-2011



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**EXHIBIT G, PARCEL E
 TEMPORARY CONST. EASEMENT
 PORTIONS ALTA VISTA LANE
 SANTA MARIA VISTA ROAD &
 LOTS 2, 4, 5 & 6 OF TRACT 2034
 COUNTY OF SAN LUIS OBISPO, CA**

PROJECT NO. 0532-0024	
532-0024 Lega-9.dwg	
SURVEYED BY:	EMR 10-12/2008
DRAFTED BY:	MM 7-6-2011
CHECKED BY:	JTM 7-6-2011



LINE TABLE		
LINE	BEARING	LENGTH
L1	N47°30'26"W	49.55
L2	N43°16'14"E	25.00
L3	S47°30'22"E	0.77
L4	N45°12'54"E	57.06
L5	N50°55'22"E	40.20
L6	N45°13'28"E	94.71
L7	N49°49'01"E	557.07
L8	S40°12'10"E	5.00
L9	N49°48'30"E	869.09
L10	S40°11'30"E	30.00
L11	S49°48'30"W	1462.47
L12	S43°20'02"W	155.03
L13	N46°32'27"W	5.01
L14	S87°31'13"W	48.83

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	48.75	32.00	87°16'44"
C2	45.56	568.48	4°35'32"
C3	14.10	35.00	23°04'33"
C4	49.12	90.00	31°16'08"

**EXHIBIT G CONT. PARCEL E,
TEMP. CONSTR. EASEMENT
PORTIONS OF ALTA VISTA LANE
AND SANTA MARIA VISTA ROAD &
LOTS 2,4,5,&6 OF TRACT2034
IN THE COUNTY OF
SAN LUIS OBISPO, CA**

WALLACE GROUP
612 CLARION COURT
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PROJECT NO. 0532-0024
532-0024 Legal-11.dwg
SURVEYED BY: EMR 10-12-2008
DRAFTED BY: MM 7-6-2011
CHECKED BY: JTM 7-6-2011

EXHIBIT B

Exhibit A
(Easement Legal Description)
Over a portion of APN 090-291-046 (County of SLO)

Being a portion of Lot 4 of Tract No. 2034 in the County of San Luis Obispo, State of California, according to the map filed in Book 18, Page 78 of Maps in the Office of the County Recorder of said County, and being more particularly described below:

A strip of land, one hundred feet (100 feet) wide, the center line described as follows:

Commencing at a found 1 inch diameter iron pipe marking the Section Corner between Sections 33 and 34, Township 11 North, Range 34 West, and Sections 3 and 4, Township 10 North, Range 34 West, S.B.M. in the County of Santa Barbara, State of California, as shown on Tract 5764, Phase 3, Unit 2, in the City of Santa Maria, County of Santa Barbara, State of California, according to the map filed in Book 188 at Pages 31 through 36 of Maps, in the Office of the County Recorder of said Santa Barbara County, and having grid coordinates of (northing) 2,188,882.615 feet, (easting) 5,826,896.812 feet of the California Coordinate System 1983 (CCS83), Zone 5, epoch date 2002.00 using Continuous Operating Reference Stations, 1996 adjustment [NAD83(CORS96)];

Thence north 07°03'04" east 2,406.08 feet to a found two inch diameter iron pipe and brass cap stamped "LS 5565" marking the point of intersection of Blosser Road and Atlantic Place as shown on said map and having grid coordinates of (northing) 2,191,270.493 feet (easting) 5,827,192.174 feet of said CCS83, Zone 5;

Thence south 88°33'41" west 8.19 feet;

Thence north 02°44'34" east 512.30 feet to the True Point of Beginning;


Thence north 21°53'43" west 3,162.47 feet to a point lying south 36°54' 15" east 1,098.08 feet from a found one inch iron pipe and plastic plug stamped "RCE 25366" marking the corner common to said Lot 1 and Lot 2 and on the northwesterly boundary line of said Tract No. 2034 and having grid coordinates of (northing) 2,195,594.427 feet (easting) 5,825,369.804 feet of said CCS83, Zone 5.

The sidelines of the above described strip shall be extended and/or shortened so as to begin and/or end on the southeasterly line of the land described in Parcel "C" per Document No. 2013028807 of Official Records and on the southerly line of said Lot 4.

Excepting therefrom a strip of land, thirty feet (30 feet) wide described in Parcel "A" per Document No. 2013028807 of Official Records.

Containing 45,082 square feet, more or less.

This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Signature: 
Shane C. Sobecki, PLS

Date: 3/17/16



Exhibit "B"

APN: 090-291-040

ALTA VISTA LANE

PARCEL "C" DOC. NO.
201302887 O.R.
APN: 090-291-047

APN: 090-291-039

30' WIDE STRIP PER
PARCEL "A" DOC.
NO. 201302887 O.R.

30' WIDE APN: 090-291-046

PERMANENT
EASEMENT AREA
45,082 SQ. FT. ±

100' WIDE LOT 4 TRACT 2034
BK 18 PG 78

N21°53'43"W 3,162.47'

SOUTHERLY LINE OF LOT 4
TRACT 2034 18/78

APN: 090-291-037



0 100' 200'
SCALE: 1"=200'



TRUE POINT OF
BEGINNING

 PERMANENT EASEMENT AREA

MNS
ENGINEERS INC

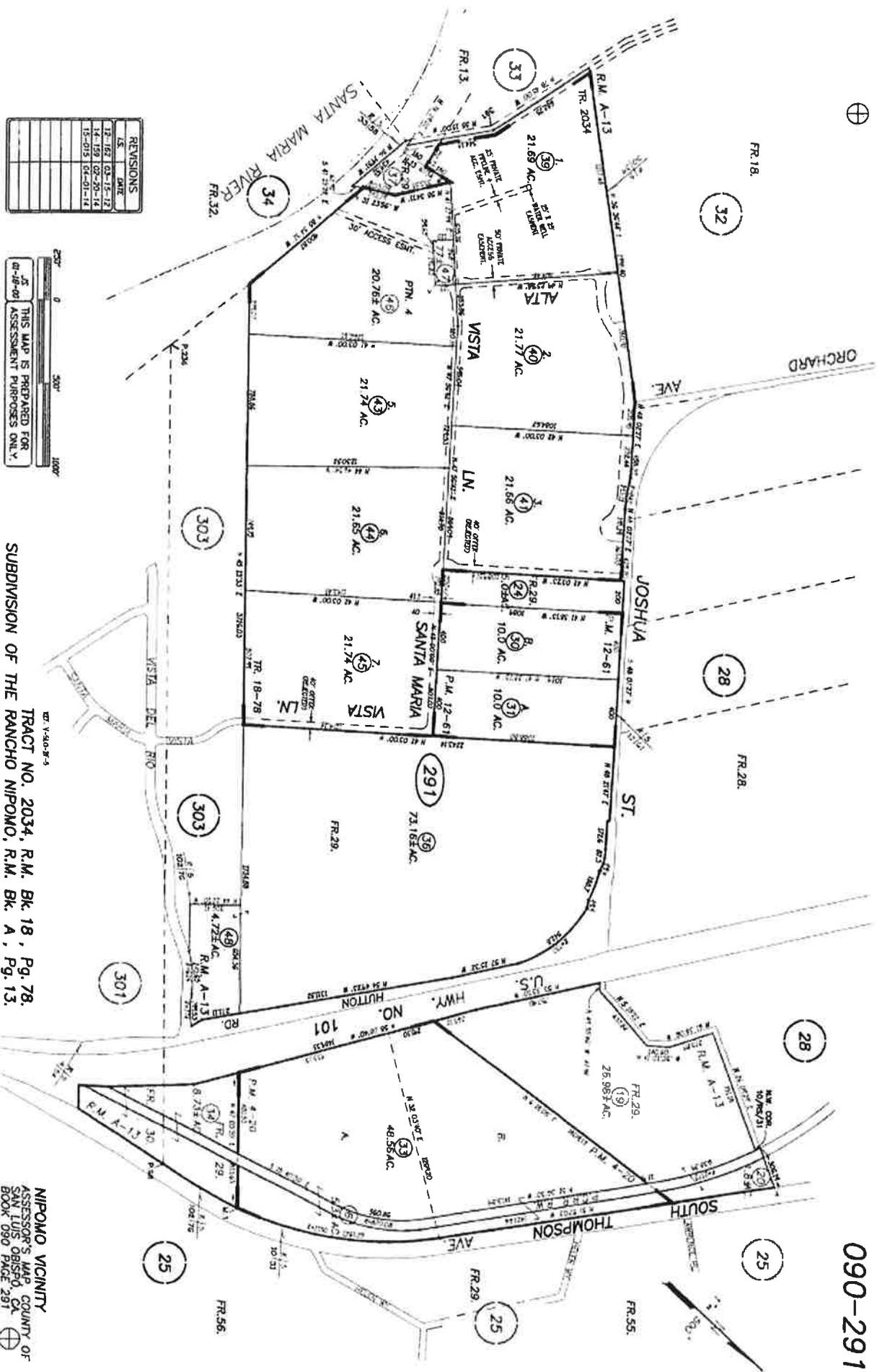
4580 E. Thousand Oaks Blvd, Ste 101
Westlake Village, CA 91362
805.648.4840 Phone

ENGINEERING
PLANNING
SURVEYING
CONSTRUCTION MANAGEMENT

PERMANENT EASEMENT EXHIBIT
PORTION OF LOT 4 TRACT 2034
COUNTY OF SAN LUIS OBISPO, CA

EXHIBIT C

090-291



REVISIONS	
LS.	DATE
12-198	02-15-12
14-198	02-28-14
15-903	01-01-14

0 500' 1000'

THIS MAP IS PREPARED FOR ASSESSMENT PURPOSES ONLY.

TRACT NO. 2034, R.M. Bk. 18, Pg. 78.

SUBDIVISION OF THE RANCHO NIPOMO, R.M. Bk. A, Pg. 13.

NIPOMO VICINITY

ASSASSOR'S MAP COUNTY OF SAN LUIS OBISPO CA

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