


TO: BOARD OF DIRECTORS
REVIEWED: MARIO IGLESIAS
GENERAL MANAGER 
FROM: PETER V. SEVCIK, P.E.
DIRECTOR OF
ENGINEERING & OPERATIONS
DATE: SEPTEMBER 19, 2019

**AGENDA ITEM
D-3
SEPTEMBER 25, 2019**

**ACCEPT OFFER OF WATER AND SEWER IMPROVEMENTS,
EASEMENTS, AND DEED RESTRICTIONS AND AUTHORIZE CASH
BOND AGREEMENT FOR TRACT 2558**

ITEM

Accept offer of water and sewer improvements as well as easements and deed restrictions and authorize a cash bond agreement for Tract 2558, a 15 parcel residential development on Magenta Lane in Nipomo [RECOMMEND ADOPT RESOLUTION ACCEPTING OFFER OF IMPROVEMENTS, EASEMENTS, AND DEED RESTRICTIONS AND AUTHORIZE GENERAL MANAGER TO EXECUTE CASH BOND AGREEMENT].

BACKGROUND

Upon completion of a developer's project, the District accepts improvements for the project after all requirements have been met. Kerre McCall, the developer of Tract 2558, a 15 parcel residential development on Magenta Lane, has met the District's standard conditions except for providing the standard Engineer's Certification. The conditions that have been met include:

- Installed water and sewer improvements that are to be dedicated to the District
- Paid associated capacity charges
- Provided an Offer of Dedication
- Provided required easements
- Provided project as-built drawings

Regarding the Engineer's certification, the developer did not engage an engineer to periodically inspect the improvements during construction as required by the Plan Check and Inspection Agreement. Thus the engineer is not willing to provide the standard Engineer's Certification. In lieu of the standard Engineer's Certification, the engineer did provide a modified Engineer's Certification.

In light of the fact that the improvements were constructed without periodic inspection by an engineer, staff is recommending that the developer be required to provide the District with a 5 year maintenance bond to mitigate some of the risk to the District in accepting the improvements without the standard Engineer's Certification. The developer has agreed to do so in the form of a cash bond. District Counsel has prepared a Cash Bond Agreement to govern use of the bond and it is recommended that your Board authorize the General Manager to execute the agreement [Attachment K].

Regarding the Plan Check and Inspection Fees, the developer may owe the District for inspection and other costs which have yet to be billed by the District. Historically, the District

has recovered these costs after the Board accepts the project as part of staff's project close out procedure. Staff will not physically set water meters until all of these costs are paid and all project conditions are satisfied.

FISCAL IMPACT

The developer paid a District Capacity Fee Deposit in the amount of \$311,770. The project's plan check and inspection account has a balance of approximately \$5,000.

RECOMMENDATION

By motion and roll call vote, adopt the attached Resolution to accept offer of water improvements, easements, and deed restrictions for Tract 2558 and authorize the General Manager to execute the attached Cash Bond Agreement.

ATTACHMENTS

- A. Resolution 2019-XXXX Accepting Tract 2558
- B. Easement Deed Lots 1, 2, and 6 through 15 of Tract 2558– Resolution Exhibit A
- C. Deed Restriction Lots 1, 2, and 6 through 15 of Tract 2558 – Resolution Exhibit B
- D. Easement Deed Lot 3 of Tract 2558 – Resolution Exhibit C
- E. Deed Restriction Lot 3 of Tract 2558 – Resolution Exhibit D
- F. Easement Deed Lot 4 of Tract 2558 – Resolution Exhibit E
- G. Deed Restriction Lot 4 of Tract 2558 – Resolution Exhibit F
- H. Easement Deed Lot 5 of Tract 2558 – Resolution Exhibit G
- I. Deed Restriction Lot 5 of Tract 2558 – Resolution Exhibit H
- J. Easement Deed Portion of Magenta Lane – Resolution Exhibit I
- K. Cash Bond Agreement

SEPTEMBER 25, 2019

ITEM D-3

ATTACHMENT A

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2019-XXXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ACCEPTING TRACT 2558 EASEMENTS, DEED RESTRICTIONS,
WATER IMPROVEMENTS, AND SEWER IMPROVEMENTS**

WHEREAS, Squirrely Neal, LLC (herein the "Owner") is the owner of certain real property identified as Tract Map 2558 (herein the "Project") situated within the Nipomo Community Services District (the "District") on Magenta Lane in Nipomo; and

WHEREAS, the District approved the construction plans on February 12, 2007, for the water and sewer improvements to be constructed to serve the Project; and

WHEREAS, the water and sewer improvements have been constructed and said improvements are complete and certified by the Owners' Engineer; and

WHEREAS, Owner has since sold some of the lots within the Project; and

WHEREAS, on August 16, 2019, Owner offered the water and sewer improvements to the District; and

WHEREAS, all water and sewer capacity fees for service required in conformance with District ordinances have been paid for the Project; and

WHEREAS, Owner has offered to the District a water and sewer easement ("Easement") for Lots 1, 2, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15 of the Project (Exhibit A); and

WHEREAS, Owner has offered to the District a deed restriction and agreement for Lots 1, 2, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15 of the Project (Exhibit B); and

WHEREAS, Lots 3 and 4 of the Project are currently owned by Salvador Rivas and Alyssa Rizo and they have offered to the District a water and sewer easement these lots (Exhibits C and D, respectively); and

WHEREAS, Salvador Rivas and Alyssa Rizo have also offered to the District a deed restriction for Lots 3 and 4 of the Project (Exhibits E and F, respectively); and

WHEREAS, Tim Haddad currently owns Lot 5 of the Project and has offered to the District a water and sewer easement for said lot (Exhibit G); and

WHEREAS, Tim Haddad has also offered to the District a deed restriction for Lots 5 of the Project (Exhibit H); and

WHEREAS, John Mussell and Mary Ann Mussell currently own the property adjacent to the Project that includes a portion of Magenta Lane wherein certain water and sewer improvements have been constructed to serve the Project and they have offered to the District a water and sewer easement for this portion of Magenta Lane (Exhibit I); and

WHEREAS, the District wishes to accept the easements and deed restrictions attached hereto without obligation, except as otherwise required by law.

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2019-XXXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ACCEPTING TRACT 2558 EASEMENTS, DEED RESTRICTIONS,
WATER IMPROVEMENTS, AND SEWER IMPROVEMENTS**

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

1. The above recitals and findings are true and correct and incorporated herein by reference.
2. That the water and sewer easements and deed restrictions and agreements for Tract Map 2558 attached hereto as Exhibits A, B, C, D, E, F, G, H, and I, inclusive, are hereby accepted.
3. Staff is ordered to execute and record in the Official Records of the Clerk-Recorder of San Luis Obispo County the easements and deed restrictions and agreements attached hereto as Exhibits A, B, C, D, E, F, G, H, and I.
4. That the water and sewer improvements constructed to serve Tract Map 2558 in Nipomo are accepted by the District.
5. That staff is authorized to set water meters to serve the Project once all easements and deed restrictions and agreements have been recorded, all outstanding Plan Check and Inspection Fees have been paid, and all Project conditions are satisfied.

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

**AYES:
NOES:
ABSENT:
CONFLICTS:**

The foregoing resolution is hereby adopted this 25th day of September 2019.

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

SEPTEMBER 25, 2019

ITEM D-3

ATTACHMENT B

RECORDING REQUESTED BY:
NIPOMO COMMUNITY SERVICES DISTRICT

WHEN RECORDED RETURN TO:
Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444

NO FEE PER GOVERNMENT CODE 6103

A portion of APN #: 092-581-001
092-581-002
092-581-006
092-581-007
092-581-008
092-581-009
092-581-010
092-581-011
092-581-012
092-581-013
092-581-014
092-581-015

**GRANT OF EASEMENT AND
AGREEMENT AFFECTING REAL PROPERTY**

Exhibits Incorporated by Reference:

Exhibit "A" – Real Property Legal Description
Exhibit "B" – Legal Description of Easement Granted to District
Exhibit "C" – Depiction of Easement Granted to District

**THIS GRANT OF EASEMENT AND AGREEMENT AFFECTING REAL
PROPERTY** (herein "Agreement") is entered into 8-16,
2019, by and between Squirrely Neal, LLC (herein "Grantor") and the Nipomo
Community Services District, a political subdivision of the State of California,
(herein "Grantee" or "District") with reference to the following Recitals:

A. Grantors own certain real property (herein "Real Property")
located within the Nipomo Community Services District, County of San Luis
Obispo, more particularly described below and depicted in Exhibit "A".

B. Grantors are improving said Real Property including the construction of certain utilities that will be dedicated to the District for operation and maintenance ("District Facilities").

C. Grantors desire to convey utility easements to Nipomo Community Services District over portions of said Real Property for the purposes referenced in this Agreement.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged the parties hereto agree as follows:

1. **GRANT OF EASEMENT**

Grantors, hereby grant and convey to the Nipomo Community Services District a utility easement (herein "Easement" or "Easement Area"), more particularly described in Exhibit "B" and as depicted in Exhibit "C".

2. **PURPOSE**

The purpose of the Easement is the present and future construction, reconstruction, operation, repair, and maintenance of District facilities, including water pipelines, sewer pipelines, and other utilities operated by the District, from and after said utilities are dedicated and accepted by the District (herein "District Facilities"), in such manner and size and with such accessory parts and structures, as the District or its successors in interests from time to time deem necessary.

3. **MAINTENANCE AND REPAIR**

It is anticipated by the parties that construction, repair, replacement and inspection of District facilities will be performed by District within said Easement Area. Therefore, Grantor(s) covenants, promises and agree as follows:

A. 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, and herein above, set forth.

B. The Grantor(s) shall not construct or permit others to construct utilities or improvements on, over, or under the Easement Area, such as retaining walls, fences, patios, trees and/or shrubs which could obstruct District's access to the Easement Area, or cause damage to District Facilities contained within the Easement Area, without first receiving the written approval of District.

C. Grantor(s) shall remove improvements and or utilities constructed in violation of Paragraph B, above, immediately at Grantor's expense. If Grantors do not remove the improvements, District is authorized to enter the Easement Area and remove them. District shall charge all costs, including administrative costs, for the removal of said improvements to Grantors, individually and/or collectively.

D. Grantor(s), jointly and severally, agree to indemnify, defend, and hold harmless District and its agents and employees from any claims, suits, or losses of any kind (including attorney's fees and court costs) or any damages occurring to or within the Easement Area and/or any adjacent real or personal property due to District's exercise of its rights to remove improvements, pursuant to Paragraph C, above and/or the Districts construction, operation, repair and maintenance of District Facilities.

E. District has the right to enforce all reimbursement remedies described in Paragraphs C and D, above, by all means available to the District.

4. MISCELLANEOUS

A. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of

no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

B. In the event of any controversy, claim, or dispute relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

C. The obligations of Grantor(s) shall be considered for all purposes to be both covenants and conditions that shall run with the land and be binding on the successors and assigns of the Grantor(s) and shall inure to the benefit of District and its successors and assigns.

D. If any term, covenant, condition, or provision of this Agreement 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.

E. This Easement and Agreement Affecting Real Property shall be recorded in the Official Records in the County Recorder's Office, San Luis Obispo County.

F. Recitals A through C are incorporated herein by reference as though set forth at length.

G. The Agreement shall be governed by the laws of the State of California. Any litigation regarding the Agreement 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.

5. AUTHORITY TO EXECUTE.

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement 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 Agreement have been fully

complied with. Furthermore, by entering into this Agreement, Grantor(s) hereby warrants that Grantor(s) shall not have breached the terms or conditions of any other contract or Agreement to which Grantor(s) is obligated, which breach would have a material effect hereon.

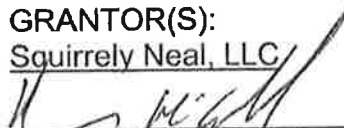
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the date the District executes the Certificate of Acceptance.

GRANTOR(S):

Squirrely Neal, LLC



[Signature must be Notarized]

[Signature must be Notarized]

Kenna McCall

[Type or print name]

[Type or print name]

Date: 8-16-19

SEE ATTACHED FORM FOR
NOTARY CERTIFICATE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 San Luis Obispo)
On August 16, 2019 before me, M. White, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Kerre McCall
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

**CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE §2781**

This is to certify that the Nipomo Community Services District, Grantee, herein, by Board action on _____, 20____, accepts for public purposes the real property, or interest described in the foregoing Easement and Agreement, dated _____, 20____, from Grantors, and consents to the recordation thereof.

Nipomo Community Services District

By: _____
Name: Ed Eby
Title: President

ATTEST:

Mario Iglesias, General Manager and Secretary
Nipomo Community Services District

CONSENT AND SUBORDINATION OF TRUST DEED BENEFICIARY

NOTICE: THIS CONSENT AND SUBORDINATION OF TRUST DEED BENEFICIARY RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO THE TERMS, COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE FOREGOING INSTRUMENT.

The undersigned, beneficiary under that certain deed of trust recorded April 30, 2019, as Document No. 2019-015647 Official Records of the County of San Luis Obispo, does hereby join in, and consent to, each and all of the terms and provisions of the within instrument, and does hereby subordinate its interests to the entire effect of this instrument. In this regard, the undersigned does hereby agree upon request of any insuring title company to direct the trustee under said deed of trust to execute and deliver to County in recordable form acceptable to such insuring title company partial reconveyances as to any rights granted and to be granted to County pursuant to this instrument.

Dated: 8-14-19

American Riviera Bank
Beneficiary under Loan No. 749703781

A handwritten signature in black ink, appearing to read "Neil O. [unclear]", written over a horizontal line.

Senior Vice President, Senior Lender

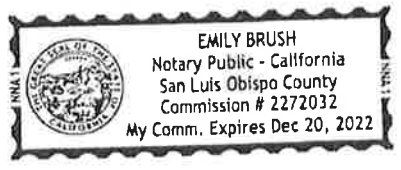
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 San Luis Obispo }
On August 12, 19 before me, Emily Brush, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Neil Amarante
Name(s) of Signer(s)

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.

Place Notary Seal and/or Stamp Above

Signature Emily Brush
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Deed Restriction & Agreement Affecting Real Property
Document Date: 8/12/19 Number of Pages: 1
Signer(s) Other Than Named Above: N/A
Capacity(ies) Claimed by Signer(s)
Signer's Name: Neil Amarante Signer's Name: _____
 Corporate Officer – Title(s): SVP Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian of Conservator Trustee Guardian of Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

**EXHIBIT A
LANDS OF SQUIRRELY NEAL**

REAL PROPERTY LEGAL DESCRIPTION

LOTS 1, 2 AND 6 THROUGH 15 OF TRACT 2558— OAK TERRACE AS SHOWN ON THE MAP OF TRACT 2558 AS SAID MAP WAS RECORDED ON OCTOBER 23, 2018 IN BOOK 37 OF MAPS AT PAGES 81 THROUGH 84 INCLUSIVE, AND AS AMENDED ON MARCH 18, 2019 IN BOOK 38 OF MAPS AT PAGES 73 THROUGH 76 INCLUSIVE IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN LUIS OBISPO



EXHIBIT B
LANDS OF SQUIRRELY NEAL

LEGAL DESCRIPTION OF EASEMENT GRANTED TO THE NCSO

ALL THAT REAL PROPERTY IN THE UNINCORPORATED AREA OF SAN LUIS OBISPO COUNTY IN THE STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

PORTIONS OF TRACT 2558 – OAK TERRACE AS SHOWN ON THE MAP OF TRACT 2558 AS SAID MAP WAS RECORDED ON OCTOBER 23, 2018 IN BOOK 37 OF MAPS AT PAGES 81 THROUGH 84 INCLUSIVE, AND AMENDED ON MARCH 18, 2019 IN BOOK 38 OF MAPS AT PAGES 73 THROUGH 76 INCLUSIVE IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN LUIS OBISPO, SAID PORTIONS DESCRIBED AS FOLLOWS:

PARCEL 1

THAT PORTION OF PRIMROSE LANE AS SAID PUBLIC ROAD IS OFFERED FOR DEDICATION TO THE PUBLIC FOR STREET PURPOSES ON THE ABOVE DESCRIBED MAP OF TRACT 2558 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 1 AS SAID LOT IS SHOWN ON THE ABOVE DESCRIBED MAP OF TRACT 2558, AT A POINT IN THE SOUTHEASTERLY LINE OF SAID PRIMROSE LANE, THENCE ALONG THE LINE COMMON TO LOTS 1 AND 2 OF TRACT 2558, AND PRIMROSE LANE NORTH 55° 28' 07" EAST 120.60 FEET TO THE NORTHEASTERLY CORNER OF LOT 2;

THENCE PERPENDICULAR TO THE SOUTHEASTERLY LINE OF PRIMROSE LANE NORTH 34° 31' 53" WEST 40.00 FEET TO A POINT IN THE NORTHWESTERLY LINE OF PRIMROSE LANE AND THE NORTHWESTERLY BOUNDARY OF TRACT 2558;

THENCE ALONG SAID NORTHWESTERLY BOUNDARY SOUTH 55° 28' 07" WEST 120.57 FEET TO THE MOST WESTERLY CORNER OF TRACT 2558;

THENCE ALONG THE SOUTHWESTERLY BOUNDARY OF TRACT 2558 SOUTH 34° 29' 23" EAST 40.00 FEET TO THE **POINT OF BEGINNING** AND TERMINUS OF THIS DESCRIPTION CONTAINING 4824 SQUARE FEET, MORE OR LESS.

PARCEL 2

THAT PORTION OF PRIMROSE LANE AND MAGENTA LANE AS SAID PUBLIC ROADS ARE OFFERED FOR DEDICATION TO THE PUBLIC FOR STREET PURPOSES ON THE ABOVE DESCRIBED MAP OF TRACT 2558 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 6 AS SAID LOT IS SHOWN ON THE ABOVE DESCRIBED MAP OF TRACT 2558, AT A POINT IN THE SOUTHEASTERLY LINE OF PRIMROSE LANE, THENCE

ALONG THE LINE COMMON TO LOTS 6, AND PRIMROSE LANE AS SAID LOTS AND STREET ARE SHOWN ON THE MAP OF TRACT 2558 NORTH 55° 28' 07" EAST 42.23 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 90° 00'55" AN ARC DISTANCE OF 47.13 FEET TO A POINT IN THE WESTERLY LINE OF MAGENTA LANE

THENCE ALONG SAID WESTERLY LINE THE FOLLOWING COURSES:

SOUTH 34° 30' 58" EAST 224.98 FEET;

SOUTH 34° 27' 18" EAST 100.00 FEET;

SOUTH 34° 30' 52 EAST 25.18 FEET TO AN ANGLE POINT IN THE SOUTHEASTERLY BOUNDARY OF TRACT 2558;

THENCE ALONG SAID SOUTHEASTERLY BOUNDARY NORTH 55° 30' 05" EAST 22.04' TO A POINT IN THE NORTHEASTERLY LINE OF TRACT 2558;

THENCE ALONG SAID NORTHEASTERLY LINE NORTH 34° 30' 52" WEST 420.18 FEET TO THE MOST NORTHERLY CORNER OF TRACT 2558;

THENCE ALONG THE NORTHWESTERLY LINE OF TRACT 2558 AND PRIMROSE LANE SOUTH 55° 28' 07" WEST 94.20 FEET;

THENCE PERPENDICULAR TO SAID NORTHWESTERLY LINE SOUTH 34° 31' 53" EAST 40.00 FEET TO THE **POINT OF BEGINNING** AND TERMINUS OF DESCRIPTION CONTAINING 12,309 SQUARE FEET, MORE OR LESS.

PARCEL 3

ALL OF GREENHURST COURT AS SAID PRIVATE ROAD EASEMENT IS SHOWN ON THE ABOVE DESCRIBED MAP OF TRACT 2558.

END OF DESCRIPTION



8.6.19

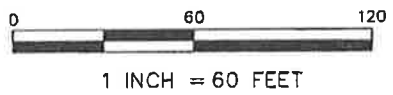
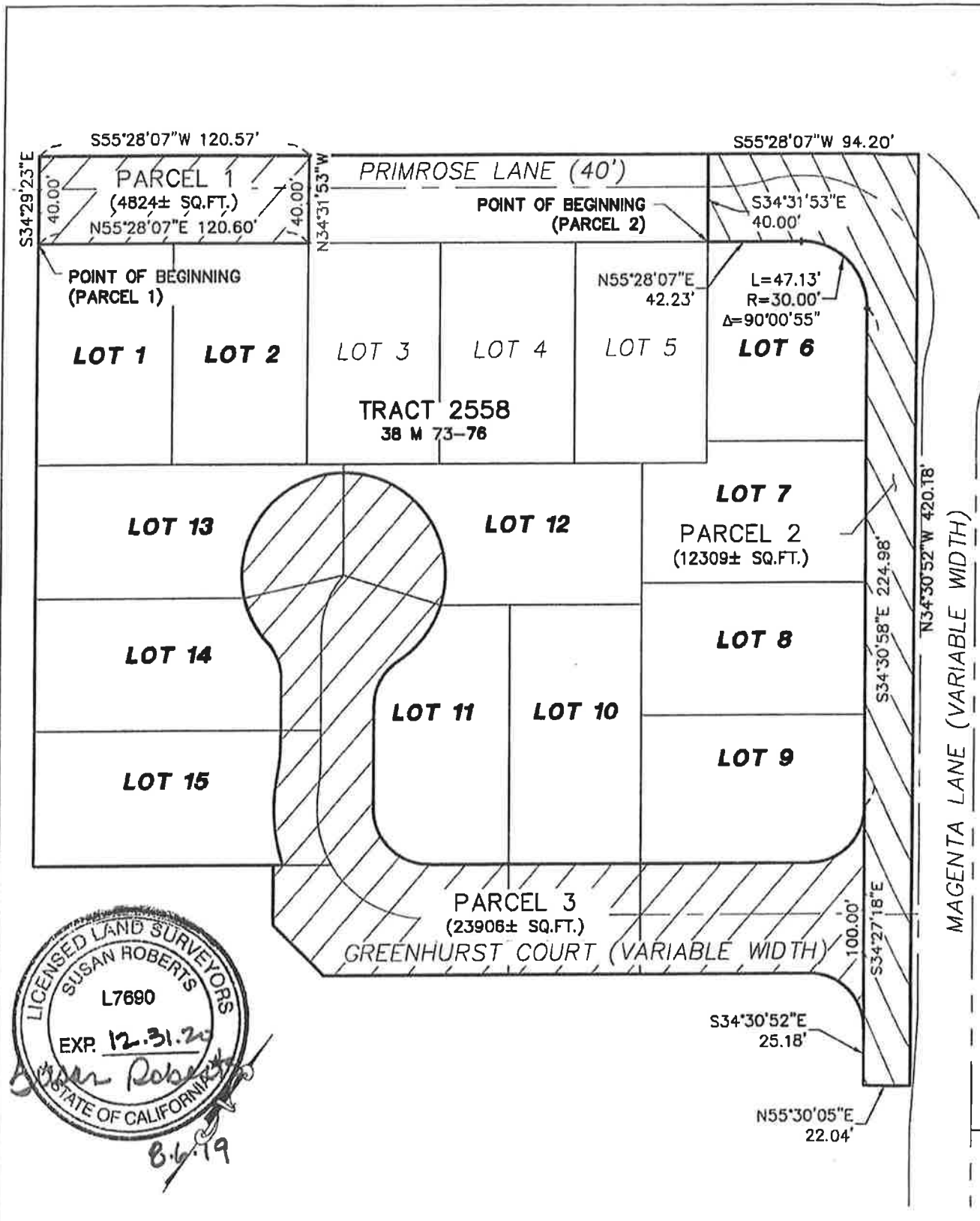


EXHIBIT "C"
NCSD EASEMENT AT LOTS 1, 2, & 6-15
 DRAWN BY: RBP CHECKED BY: SR SCALE: 1" = 60' DATE: 08/06/2019

V:\survey\2018\180121\Production and Drafting\Client Dwggs\Survey\Exhibits\180121\EX002.dwg 8-06-19 08:28:37 AM susanr

SEPTEMBER 25, 2019

ITEM D-3

ATTACHMENT C

RECORDING REQUESTED BY:
NIPOMO COMMUNITY SERVICES DISTRICT

WHEN RECORDED RETURN TO:
Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444

NO FEE PER GOVERNMENT CODE 6103

APN #: 092-581-001
092-581-002
092-581-006
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092-581-012
092-581-013
092-581-014
092-581-015

DEED RESTRICTION AND AGREEMENT AFFECTING REAL PROPERTY

Exhibits Incorporated by Reference:

Exhibit "A" – Real Property Legal Description

THIS DEED RESTRICTION AND AGREEMENT AFFECTING REAL PROPERTY (herein "Agreement") is entered into 8-16, 2019, by and between Squirrely Neal, LLC (herein "Grantor") and the Nipomo Community Services District, a political subdivision of the State of California, (herein "Grantee" or "District") with reference to the following Recitals:

A. Grantor owns certain real property (herein "Real Property") located within the Nipomo Community Services District, County of San Luis Obispo, more particularly described in Exhibit "A".

B. Grantors are improving said Real Property and desire the District to provide water and sewer service for the property.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged the parties hereto agree as follows:

1. DEED RESTRICTIONS

A. Grantor agrees and acknowledges that the use of self-regenerating water softeners on Real Property or any portion thereof is prohibited.

B. Grantor agrees and acknowledges that the use of wells to provide domestic water service to Real Property or any portion thereof is prohibited.

2. MISCELLANEOUS

A. This Agreement contains the entire agreement between the parties. Any oral representations or modifications concerning this Agreement shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

B. In the event of any controversy, claim, or dispute relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

C. The obligations of Grantor shall be considered for all purposes to be both covenants and conditions that shall run with the land and be binding on the successors and assigns of the Grantor and shall inure to the benefit of District and its successors and assigns.

D. If any term, covenant, condition, or provision of this Agreement 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.

E. This Deed Restriction and Agreement Affecting Real Property shall be recorded in the Official Records in the County Recorder's Office, San Luis Obispo County.

F. Recitals A and B are incorporated herein by reference as though set forth at length.

G. The Agreement shall be governed by the laws of the State of California. Any litigation regarding the Agreement 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.

3. AUTHORITY TO EXECUTE.

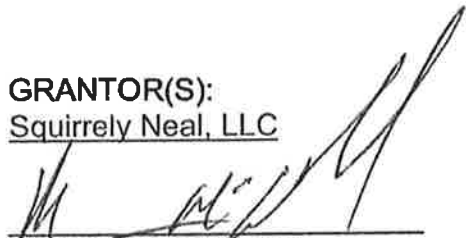
All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s)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

////

////

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the date the District executes the Certificate of Acceptance.

GRANTOR(S):
Squirrely Neal, LLC


[Signature must be Notarized]

Kearz MCG.4
[Type or print name]

Date: 8-16-19

[Signature must be Notarized]

[Type or print name]

SEE ATTACHED FORM FOR
NOTARY CERTIFICATE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

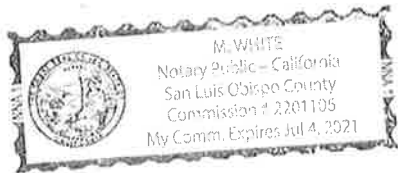
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Luis Obispo)
On August 16, 2019 before me, M. White, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Kerre McCall
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

**CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE §2781**

This is to certify that the Nipomo Community Services District, Grantee, herein, by Board action on _____, 20____, accepts the foregoing Deed Restriction and Agreement, dated _____, 20____, from Grantors, and consents to the recordation thereof.

Nipomo Community Services District

By: _____

Name: Ed Eby

Title: President

ATTEST:

Mario Iglesias, General Manager and Secretary
Nipomo Community Services District

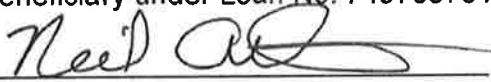
CONSENT AND SUBORDINATION OF TRUST DEED BENEFICIARY

NOTICE: THIS CONSENT AND SUBORDINATION OF TRUST DEED BENEFICIARY RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO THE TERMS, COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE FOREGOING INSTRUMENT.

The undersigned, beneficiary under that certain deed of trust recorded April 30, 2019 as Document No. 2019-015647 Official Records of the County of San Luis Obispo, does hereby join in, and consent to, each and all of the terms and provisions of the within instrument, and does hereby subordinate its interests to the entire effect of this instrument. In this regard, the undersigned does hereby agree upon request of any insuring title company to direct the trustee under said deed of trust to execute and deliver to County in recordable form acceptable to such insuring title company partial reconveyances as to any rights granted and to be granted to County pursuant to this instrument.

Dated: 8-14-19

American Riviera Bank
Beneficiary under Loan No. 749703781



SVP, Senior Lender

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

PLEASE PRINT OR TYPE CLEARLY AND LEGIBLY. THIS DOCUMENT IS VALID FOR THE STATE OF CALIFORNIA ONLY. IT IS NOT VALID FOR ANY OTHER JURISDICTION.

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 San Luis Obispo }

On August 12, 2019 before me, Emily Brush, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Neil Amaranite
Name(s) of Signer(s)

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/hor/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.



Place Notary Seal and/or Stamp Above

Signature Emily Brush
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant of Easement + Agreement Affecting Real Property

Document Date: 8/12/19 Number of Pages: 10

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Neil Amaranite Signer's Name: _____

Corporate Officer – Title(s): SVP Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian of Conservator Trustee Guardian of Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

©2017 National Notary Association

**EXHIBIT A
LANDS OF SQUIRRELY NEAL**

REAL PROPERTY LEGAL DESCRIPTION

LOTS 1, 2 AND 6 THROUGH 15 OF TRACT 2558– OAK TERRACE AS SHOWN ON THE MAP OF TRACT 2558 AS SAID MAP WAS RECORDED ON OCTOBER 23, 2018 IN BOOK 37 OF MAPS AT PAGES 81 THROUGH 84 INCLUSIVE, AND AS AMENDED ON MARCH 18, 2019 IN BOOK 38 OF MAPS AT PAGES 73 THROUGH 76 INCLUSIVE IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN LUIS OBISPO



SEPTEMBER 25, 2019

ITEM D-3

ATTACHMENT D

RECORDING REQUESTED BY:
NIPOMO COMMUNITY SERVICES DISTRICT

WHEN RECORDED RETURN TO:
Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444

NO FEE PER GOVERNMENT CODE 6103

A portion of APN #: 092-581-003

**GRANT OF EASEMENT AND
AGREEMENT AFFECTING REAL PROPERTY**

Exhibits Incorporated by Reference:

Exhibit "A" – Real Property Legal Description
Exhibit "B" – Legal Description of Easement Granted to District
Exhibit "C" – Depiction of Easement Granted to District

THIS GRANT OF EASEMENT AND AGREEMENT AFFECTING REAL PROPERTY (herein "Agreement") is entered into August 12, 2019, by and between Salvador Rivas, Jr., a single man as to an undivided 1/2 interest and Alyssa Rizo, a single woman, as to an undivided 1/2 interest (herein "Grantor") and the Nipomo Community Services District, a political subdivision of the State of California, (herein "Grantee" or "District") with reference to the following Recitals:

A. Grantors own certain real property (herein "Real Property") located within the Nipomo Community Services District, County of San Luis Obispo, more particularly described below and depicted in Exhibit "A".

B. Grantors are improving said Real Property including the construction of certain utilities that will be dedicated to the District for operation and maintenance ("District Facilities").

C. Grantors desire to convey utility easements to Nipomo Community Services District over portions of said Real Property for the purposes referenced in this Agreement.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged the parties hereto agree as follows:

1. GRANT OF EASEMENT

Grantors, hereby grant and convey to the Nipomo Community Services District a utility easement (herein "Easement" or "Easement Area"), more particularly described in Exhibit "B" and as depicted in Exhibit "C".

2. PURPOSE

The purpose of the Easement is the present and future construction, reconstruction, operation, repair, and maintenance of District facilities, including water pipelines, sewer pipelines, and other utilities operated by the District, from and after said utilities are dedicated and accepted by the District (herein "District Facilities"), in such manner and size and with such accessory parts and structures, as the District or its successors in interests from time to time deem necessary.

3. MAINTENANCE AND REPAIR

It is anticipated by the parties that construction, repair, replacement and inspection of District facilities will be performed by District within said Easement Area. Therefore, Grantor(s) covenants, promises and agree as follows:

A. 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, and herein above, set forth.

B. The Grantor(s) shall not construct or permit others to construct utilities or improvements on, over, or under the Easement Area, such as retaining walls, fences, patios, trees and/or shrubs which could obstruct District's access to the Easement Area, or cause damage to District Facilities contained within the Easement Area, without first receiving the written approval of District.

C. Grantor(s) shall remove improvements and or utilities constructed in violation of Paragraph B, above, immediately at Grantor's expense. If Grantors do not remove the improvements, District is authorized to enter the Easement Area and remove them. District shall charge all costs, including administrative costs, for the removal of said improvements to Grantors, individually and/or collectively.

D. Grantor(s), jointly and severally, agree to indemnify, defend, and hold harmless District and its agents and employees from any claims, suits, or losses of any kind (including attorney's fees and court costs) or any damages occurring to or within the Easement Area and/or any adjacent real or personal property due to District's exercise of its rights to remove improvements, pursuant to Paragraph C, above and/or the Districts construction, operation, repair and maintenance of District Facilities.

E. District has the right to enforce all reimbursement remedies described in Paragraphs C and D, above, by all means available to the District.

4. MISCELLANEOUS

A. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

B. In the event of any controversy, claim, or dispute relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

C. The obligations of Grantor(s) shall be considered for all purposes to be both covenants and conditions that shall run with the land and be binding on the successors and assigns of the Grantor(s) and shall inure to the benefit of District and its successors and assigns.

D. If any term, covenant, condition, or provision of this Agreement 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.

E. This Easement and Agreement Affecting Real Property shall be recorded in the Official Records in the County Recorder's Office, San Luis Obispo County.

F. Recitals A through C are incorporated herein by reference as though set forth at length.

G. The Agreement shall be governed by the laws of the State of California. Any litigation regarding the Agreement 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.

5. AUTHORITY TO EXECUTE.

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement 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 Agreement have been fully complied with. Furthermore, by entering into this Agreement, Grantor(s) hereby warrants that Grantor(s) shall not have breached the terms or conditions

of any other contract or Agreement to which Grantor(s) is obligated, which breach would have a material effect hereon.

////

////

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the date the District executes the Certificate of Acceptance.

GRANTOR(S):

Salvador Rivas, Jr., a single man as to an undivided 1/2 interest and Alyssa Rizo, a single woman, as to an undivided 1/2 interest



[Signature must be Notarized]

Salvador Rivas Jr.

[Type or print name]



[Signature must be Notarized]

ALYSSA RIZO

[Type or print name]

Date: 8-12-19

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

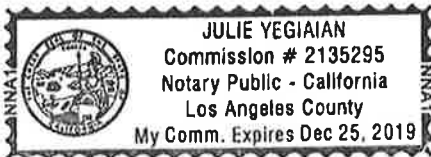
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On Aug. 12, 2019 before me, Julie Yeghjian, A Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Alyssa Piro and Salvador Rivas, Jr.
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Grant of Easement Agreement Affecting Real Property.
Document Date: 8-12-19 Number of Pages: 10
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)
Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

**CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE §2781**

This is to certify that the Nipomo Community Services District, Grantee, herein, by Board action on _____, 20____, accepts for public purposes the real property, or interest described in the foregoing Easement and Agreement, dated _____, 20____, from Grantors, and consents to the recordation thereof.

Nipomo Community Services District

By: _____
Name: Ed Eby
Title: President

ATTEST:

Mario Iglesias, General Manager and Secretary
Nipomo Community Services District

CONSENT AND SUBORDINATION OF TRUST DEED BENEFICIARY

NOTICE: THIS CONSENT AND SUBORDINATION OF TRUST DEED BENEFICIARY RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO THE TERMS, COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE FOREGOING INSTRUMENT.

The undersigned, beneficiary under that certain deed of trust recorded June 20, 2019, as Document No. 2019-023671, Official Records of the County of San Luis Obispo, does hereby join in, and consent to, each and all of the terms and provisions of the within instrument, and does hereby subordinate its interests to the entire effect of this instrument. In this regard, the undersigned does hereby agree upon request of any insuring title company to direct the trustee under said deed of trust to execute and deliver to County in recordable form acceptable to such insuring title company partial reconveyances as to any rights granted and to be granted to County pursuant to this instrument.

Dated: August 16, 2019

Community Bank of Santa Maria
Beneficiary under Loan No. 412290800

Randy Kammerer

Randy Kammerer, VP

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 08/16/19 before me, Elise Fuentes Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Randy Kammerer*****
Name(s) of Signer(s)

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 *Elise Fuentes*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant Escrow Agreement Document Date: 8/16/2019

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

**EXHIBIT A
LANDS OF RIVAS AND RIZO**

REAL PROPERTY LEGAL DESCRIPTION

LOTS 3 OF TRACT 2558- OAK TERRACE AS SHOWN ON THE MAP OF TRACT 2558 AS SAID MAP WAS RECORDED ON OCTOBER 23, 2018 IN BOOK 37 OF MAPS AT PAGES 81 THROUGH 84 INCLUSIVE, AND AS AMENDED ON MARCH 18, 2019 IN BOOK 38 OF MAPS AT PAGES 73 THROUGH 76 INCLUSIVE IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN LUIS OBISPO.



7.18.19

EXHIBIT B
LANDS OF RIVAS AND RIZO
LOT 3 – TRACT 2558

LEGAL DESCRIPTION OF EASEMENT GRANTED TO THE NCSD

ALL THAT REAL PROPERTY IN THE UNINCORPORATED AREA OF SAN LUIS OBISPO COUNTY IN THE STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

A PORTION OF TRACT 2558 – OAK TERRACE AS SHOWN ON THE MAP OF TRACT 2558 AS SAID MAP WAS RECORDED ON OCTOBER 23, 2018 IN BOOK 37 OF MAPS AT PAGES 81 THROUGH 84 INCLUSIVE, AND AS AMENDED ON MARCH 18, 2019 IN BOOK 38 OF MAPS AT PAGES 73 THROUGH 76 INCLUSIVE IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN LUIS OBISPO, SAID PORTION BEING DESCRIBED AS FOLLOWS:

THAT PORTION OF PRIMROSE LANE AS SAID PUBLIC ROAD IS OFFERED FOR DEDICATION TO THE PUBLIC FOR STREET PURPOSES ON THE ABOVE DESCRIBED MAP OF TRACT 2558 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 3 AS SAID LOT IS SHOWN ON THE ABOVE DESCRIBED MAP OF TRACT 2558, AT A POINT IN THE SOUTHEASTERLY LINE OF PRIMROSE LANE, THENCE ALONG THE LINE COMMON TO LOT 3 AND PRIMROSE LANE NORTH 55° 28' 07" EAST 60.30 FEET TO THE NORTHEASTERLY CORNER OF LOT 3;

THENCE PERPENDICULAR TO THE SOUTHEASTERLY LINE OF PRIMROSE LANE NORTH 34° 31' 53" WEST 40.00 FEET TO A POINT IN THE NORTHWESTERLY LINE OF PRIMROSE LANE;

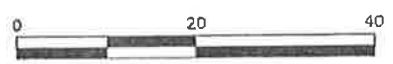
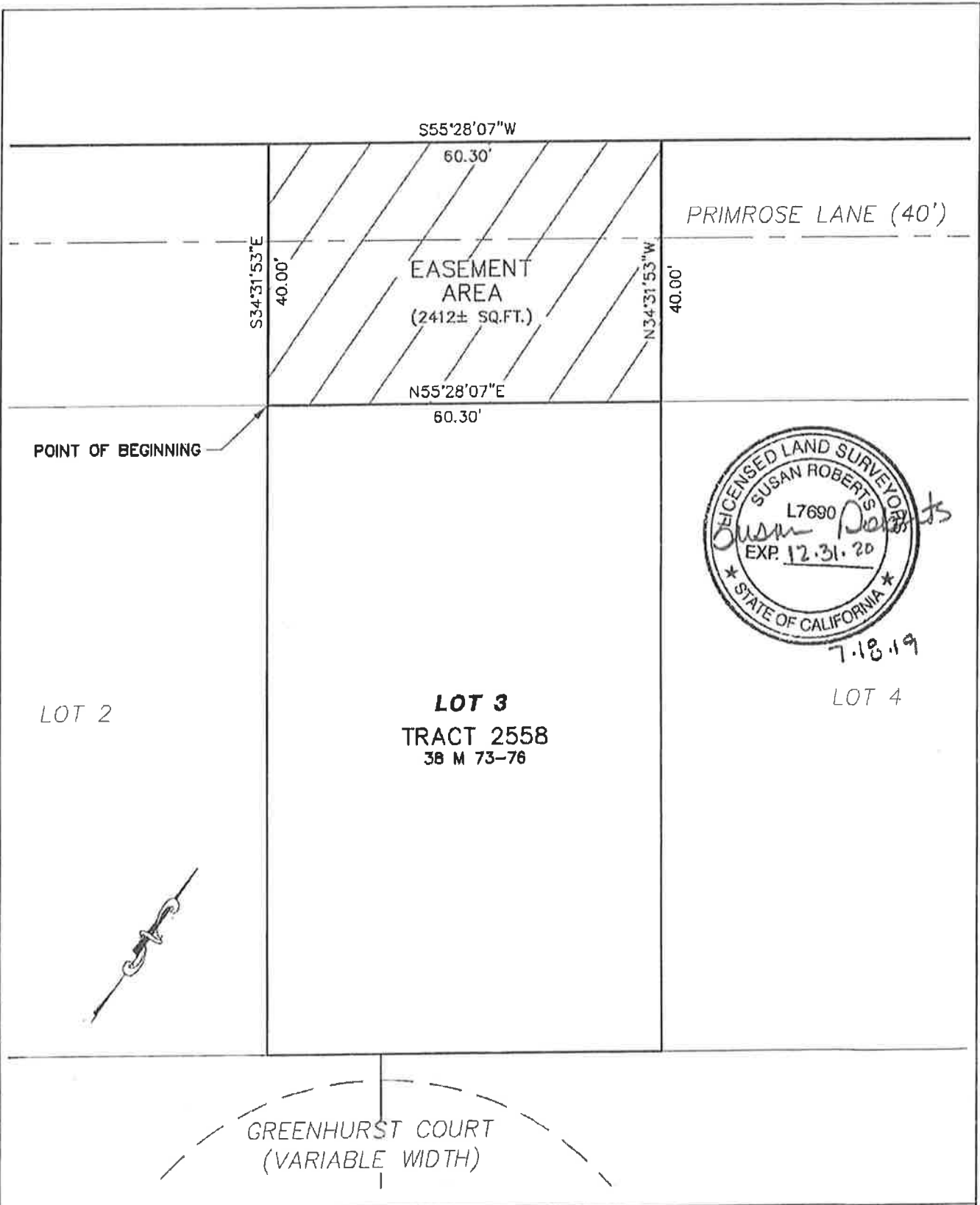
THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 55° 28' 07" WEST 60.30 FEET;

THENCE PERPENDICULAR TO THE NORTHWESTERLY LINE OF PRIMROSE LANE SOUTH 34° 31' 53" EAST 40.00 FEET TO THE **POINT OF BEGINNING** AND TERMINUS OF THIS DESCRIPTION CONTAINING 2412 SQUARE FEET, MORE OR LESS.

END OF DESCRIPTION



F:\p12\2018\180121\4 Production and Drafting\Const Draw\Survey\Exhibits\SD\80121EX003.dwg 7-16-19 02:17:13 PM RobertP



1 INCH = 20 FEET

EXHIBIT "C"
NCSD EASEMENT AT LOT 3

DRAWN BY RBP	CHECKED BY SR	SCALE 1" = 20'	DATE 07/16/2019
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SEPTEMBER 25, 2019

ITEM D-3

ATTACHMENT E

RECORDING REQUESTED BY:
NIPOMO COMMUNITY SERVICES DISTRICT

WHEN RECORDED RETURN TO:
Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444

NO FEE PER GOVERNMENT CODE 6103

APN #: 092-581-003

DEED RESTRICTION AND AGREEMENT AFFECTING REAL PROPERTY

Exhibits Incorporated by Reference:

Exhibit "A" – Real Property Legal Description

THIS DEED RESTRICTION AND AGREEMENT AFFECTING REAL PROPERTY (herein "Agreement") is entered into August 12th, 2019, by and between Salvador Rivas, Jr., a single man as to an undivided 1/2 interest and Alyssa Rizo, a single woman, as to an undivided 1/2 interest (herein "Grantor") and the Nipomo Community Services District, a political subdivision of the State of California, (herein "Grantee" or "District") with reference to the following Recitals:

A. Grantor owns certain real property (herein "Real Property") located within the Nipomo Community Services District, County of San Luis Obispo, more particularly described in Exhibit "A".

B. Grantors are improving said Real Property and desire the District to provide water and sewer service for the property.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged the parties hereto agree as follows:

1. DEED RESTRICTIONS

A. Grantor agrees and acknowledges that the use of self-regenerating water softeners on Real Property or any portion thereof is prohibited.

B. Grantor agrees and acknowledges that the use of wells to provide domestic water service to Real Property or any portion thereof is prohibited.

2. MISCELLANEOUS

A. This Agreement contains the entire agreement between the parties. Any oral representations or modifications concerning this Agreement shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

B. In the event of any controversy, claim, or dispute relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

C. The obligations of Grantor shall be considered for all purposes to be both covenants and conditions that shall run with the land and be binding on the successors and assigns of the Grantor and shall inure to the benefit of District and its successors and assigns.

D. If any term, covenant, condition, or provision of this Agreement 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.

E. This Deed Restriction and Agreement Affecting Real Property shall be recorded in the Official Records in the County Recorder's Office, San Luis Obispo County.

F. Recitals A and B are incorporated herein by reference as though set forth at length.

G. The Agreement shall be governed by the laws of the State of California. Any litigation regarding the Agreement 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.

3. AUTHORITY TO EXECUTE.

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement 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 Agreement have been fully complied with. Furthermore, by entering into this Agreement, Grantor(s) hereby warrants that Grantor(s) shall not have breached the terms or conditions of any other contract or Agreement to which Grantor(s) is obligated, which breach would have a material effect hereon.

////

////

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the date the District executes the Certificate of Acceptance.

GRANTOR(S):

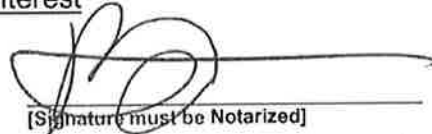
Salvador Rivas, Jr., a single man as to an undivided 1/2 interest and Alyssa Rizo, a single woman, as to an undivided 1/2 interest



[Signature must be Notarized]

Salvador Rivas Jr.

[Type or print name]



[Signature must be Notarized]

Alyssa Rizo

[Type or print name]

Date: 8-12-19

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Los Angeles)

On Aug. 12, 2019 before me, _____
Date Here Insert Name and Title of the Officer

personally appeared Alyssa Pizo and Salvador Kivas, Jr.
Name(s) of Signer(s)

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 _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Deed Restriction + Agreement Affecting Real Property
Document Date: 8-12-19 Number of Pages: 6
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)
Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

**CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE §2781**

This is to certify that the Nipomo Community Services District, Grantee, herein, by Board action on _____, 20____, accepts the foregoing Deed Restriction and Agreement, dated _____, 20____, from Grantors, and consents to the recordation thereof.

Nipomo Community Services District

By: _____
Name: Ed Eby
Title: President

ATTEST:

Mario Iglesias, General Manager and Secretary
Nipomo Community Services District

CONSENT AND SUBORDINATION OF TRUST DEED BENEFICIARY

NOTICE: THIS CONSENT AND SUBORDINATION OF TRUST DEED BENEFICIARY RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO THE TERMS, COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE FOREGOING INSTRUMENT.

The undersigned, beneficiary under that certain deed of trust recorded June 20, 2019, as Document No. 2019-023659, Official Records of the County of San Luis Obispo, does hereby join in, and consent to, each and all of the terms and provisions of the within instrument, and does hereby subordinate its interests to the entire effect of this instrument. In this regard, the undersigned does hereby agree upon request of any insuring title company to direct the trustee under said deed of trust to execute and deliver to County in recordable form acceptable to such insuring title company partial reconveyances as to any rights granted and to be granted to County pursuant to this instrument.

Dated: August 16, 2019

Community Bank of Santa Maria
Beneficiary under Loan No. 412287200

Randy Kammerer

Randy Kammerer, VP

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 08/16/19 before me, Elise Fuentes Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Randy Kammerer*****
Name(s) of Signer(s)

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 *Elise Fuentes*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Deed Restriction & agreement Document Date: 8/16/2019
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

**EXHIBIT A
LANDS OF RIVAS AND RIZO**

REAL PROPERTY LEGAL DESCRIPTION

LOTS 3 OF TRACT 2558— OAK TERRACE AS SHOWN ON THE MAP OF TRACT 2558 AS SAID MAP WAS RECORDED ON OCTOBER 23, 2018 IN BOOK 37 OF MAPS AT PAGES 81 THROUGH 84 INCLUSIVE, AND AS AMENDED ON MARCH 18, 2019 IN BOOK 38 OF MAPS AT PAGES 73 THROUGH 76 INCLUSIVE IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN LUIS OBISPO.



7.18.19

SEPTEMBER 25, 2019

ITEM D-3

ATTACHMENT F

RECORDING REQUESTED BY:
NIPOMO COMMUNITY SERVICES DISTRICT

WHEN RECORDED RETURN TO:
Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444

NO FEE PER GOVERNMENT CODE 6103

A portion of APN #: 092-581-004

**GRANT OF EASEMENT AND
AGREEMENT AFFECTING REAL PROPERTY**

Exhibits Incorporated by Reference:

Exhibit "A" – Real Property Legal Description
Exhibit "B" – Legal Description of Easement Granted to District
Exhibit "C" – Depiction of Easement Granted to District

THIS GRANT OF EASEMENT AND AGREEMENT AFFECTING REAL PROPERTY (herein "Agreement") is entered into August 12th, 2019, by and between Salvador Rivas, Jr., a single man as to an undivided ½ interest and Alyssa Rizo, a single woman, as to an undivided ½ interest (herein "Grantor") and the Nipomo Community Services District, a political subdivision of the State of California, (herein "Grantee" or "District") with reference to the following Recitals:

- A. Grantors own certain real property (herein "Real Property") located within the Nipomo Community Services District, County of San Luis Obispo, more particularly described below and depicted in Exhibit "A".
- B. Grantors are improving said Real Property including the construction of certain utilities that will be dedicated to the District for operation and maintenance ("District Facilities").

C. Grantors desire to convey utility easements to Nipomo Community Services District over portions of said Real Property for the purposes referenced in this Agreement.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged the parties hereto agree as follows:

1. GRANT OF EASEMENT

Grantors, hereby grant and convey to the Nipomo Community Services District a utility easement (herein "Easement" or "Easement Area"), more particularly described in Exhibit "B" and as depicted in Exhibit "C".

2. PURPOSE

The purpose of the Easement is the present and future construction, reconstruction, operation, repair, and maintenance of District facilities, including water pipelines, sewer pipelines, and other utilities operated by the District, from and after said utilities are dedicated and accepted by the District (herein "District Facilities"), in such manner and size and with such accessory parts and structures, as the District or its successors in interests from time to time deem necessary.

3. MAINTENANCE AND REPAIR

It is anticipated by the parties that construction, repair, replacement and inspection of District facilities will be performed by District within said Easement Area. Therefore, Grantor(s) covenants, promises and agree as follows:

A. 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, and herein above, set forth.

B. The Grantor(s) shall not construct or permit others to construct utilities or improvements on, over, or under the Easement Area, such as retaining walls, fences, patios, trees and/or shrubs which could obstruct District's access to the Easement Area, or cause damage to District Facilities contained within the Easement Area, without first receiving the written approval of District.

C. Grantor(s) shall remove improvements and or utilities constructed in violation of Paragraph B, above, immediately at Grantor's expense. If Grantors do not remove the improvements, District is authorized to enter the Easement Area and remove them. District shall charge all costs, including administrative costs, for the removal of said improvements to Grantors, individually and/or collectively.

D. Grantor(s), jointly and severally, agree to indemnify, defend, and hold harmless District and its agents and employees from any claims, suits, or losses of any kind (including attorney's fees and court costs) or any damages occurring to or within the Easement Area and/or any adjacent real or personal property due to District's exercise of its rights to remove improvements, pursuant to Paragraph C, above and/or the Districts construction, operation, repair and maintenance of District Facilities.

E. District has the right to enforce all reimbursement remedies described in Paragraphs C and D, above, by all means available to the District.

4. **MISCELLANEOUS**

A. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

B. In the event of any controversy, claim, or dispute relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

C. The obligations of Grantor(s) shall be considered for all purposes to be both covenants and conditions that shall run with the land and be binding on the successors and assigns of the Grantor(s) and shall inure to the benefit of District and its successors and assigns.

D. If any term, covenant, condition, or provision of this Agreement 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.

E. This Easement and Agreement Affecting Real Property shall be recorded in the Official Records in the County Recorder's Office, San Luis Obispo County.

F. Recitals A through C are incorporated herein by reference as though set forth at length.

G. The Agreement shall be governed by the laws of the State of California. Any litigation regarding the Agreement 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.

5. AUTHORITY TO EXECUTE.

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement 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 Agreement have been fully complied with. Furthermore, by entering into this Agreement, Grantor(s) hereby warrants that Grantor(s) shall not have breached the terms or conditions

of any other contract or Agreement to which Grantor(s) is obligated, which breach would have a material effect hereon.


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IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the date the District executes the Certificate of Acceptance.

GRANTOR(S):

Salvador Rivas, Jr., a single man as to an undivided 1/2 interest and Alyssa Rizo, a single woman, as to an undivided 1/2 interest



[Signature must be Notarized]



[Signature must be Notarized]

Salvador Rivas Jr.

[Type or print name]

ALYSSA RIZO

[Type or print name]

Date: 8-12-19

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Los Angeles
On August 12, 2019 before me, Julie Yeghiam, A Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Alyssa Pizo and Salvador Rivas Jr.
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant of Easement and Agreement Affecting Real Property.
Document Date: 8/12/19 Number of Pages: 10
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

**CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE §2781**

This is to certify that the Nipomo Community Services District, Grantee, herein, by Board action on _____, 20____, accepts for public purposes the real property, or interest described in the foregoing Easement and Agreement, dated _____, 20____, from Grantors, and consents to the recordation thereof.

Nipomo Community Services District

By: _____
Name: Ed Eby
Title: President

ATTEST:

Mario Iglesias, General Manager and Secretary
Nipomo Community Services District

CONSENT AND SUBORDINATION OF TRUST DEED BENEFICIARY

NOTICE: THIS CONSENT AND SUBORDINATION OF TRUST DEED BENEFICIARY RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO THE TERMS, COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE FOREGOING INSTRUMENT.

The undersigned, beneficiary under that certain deed of trust recorded June 20, 2019, as Document No. 2019-023659, Official Records of the County of San Luis Obispo, does hereby join in, and consent to, each and all of the terms and provisions of the within instrument, and does hereby subordinate its interests to the entire effect of this instrument. In this regard, the undersigned does hereby agree upon request of any insuring title company to direct the trustee under said deed of trust to execute and deliver to County in recordable form acceptable to such insuring title company partial reconveyances as to any rights granted and to be granted to County pursuant to this instrument.

Dated: August 16, 2019

Community Bank of Santa Maria
Beneficiary under Loan No. 412287200

Randy Kammerer

Randy Kammerer, VP

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 08/16/19 before me, Elise Fuentes Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Randy Kammerer*****
Name(s) of Signer(s)

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 *Elise Fuentes*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant of easement & agreement Document Date: 8/16/2019
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

**EXHIBIT A
LANDS OF RIVAS AND RIZO**

REAL PROPERTY LEGAL DESCRIPTION

LOT 4 OF TRACT 2558— OAK TERRACE AS SHOWN ON THE MAP OF TRACT 2558 AS SAID MAP WAS RECORDED ON OCTOBER 23, 2018 IN BOOK 37 OF MAPS AT PAGES 81 THROUGH 84 INCLUSIVE, AND AS AMENDED ON MARCH 18, 2019 IN BOOK 38 OF MAPS AT PAGES 73 THROUGH 76 INCLUSIVE IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN LUIS OBISPO.



EXHIBIT B
LANDS OF RIVAS AND RIZO
LOT 4 – TRACT 2558

LEGAL DESCRIPTION OF EASEMENT GRANTED TO THE NCSD

ALL THAT REAL PROPERTY IN THE UNINCORPORATED AREA OF SAN LUIS OBISPO COUNTY IN THE STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

A PORTION OF TRACT 2558 – OAK TERRACE AS SHOWN ON THE MAP OF TRACT 2558 AS SAID MAP WAS RECORDED ON OCTOBER 23, 2018 IN BOOK 37 OF MAPS AT PAGES 81 THROUGH 84 INCLUSIVE, AND AS AMENDED ON MARCH 18, 2019 IN BOOK 38 OF MAPS AT PAGES 73 THROUGH 76 INCLUSIVE IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN LUIS OBISPO, SAID PORTION DESCRIBED AS FOLLOWS:

THAT PORTION OF PRIMROSE LANE AS SAID PUBLIC ROAD IS OFFERED FOR DEDICATION TO THE PUBLIC FOR STREET PURPOSES ON THE ABOVE DESCRIBED MAP OF TRACT 2558 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 4 AS SAID LOT IS SHOWN ON THE ABOVE DESCRIBED MAP OF TRACT 2558, AT A POINT IN THE SOUTHEASTERLY LINE OF PRIMROSE LANE, THENCE ALONG THE LINE COMMON TO LOT 4 AND PRIMROSE LANE NORTH 55° 28' 07" EAST 60.30 FEET TO THE NORTHEASTERLY CORNER OF LOT 4;

THENCE PERPENDICULAR TO THE SOUTHEASTERLY LINE OF PRIMROSE LANE NORTH 34° 31' 53" WEST 40.00 FEET TO A POINT IN THE NORTHWESTERLY LINE OF PRIMROSE LANE;

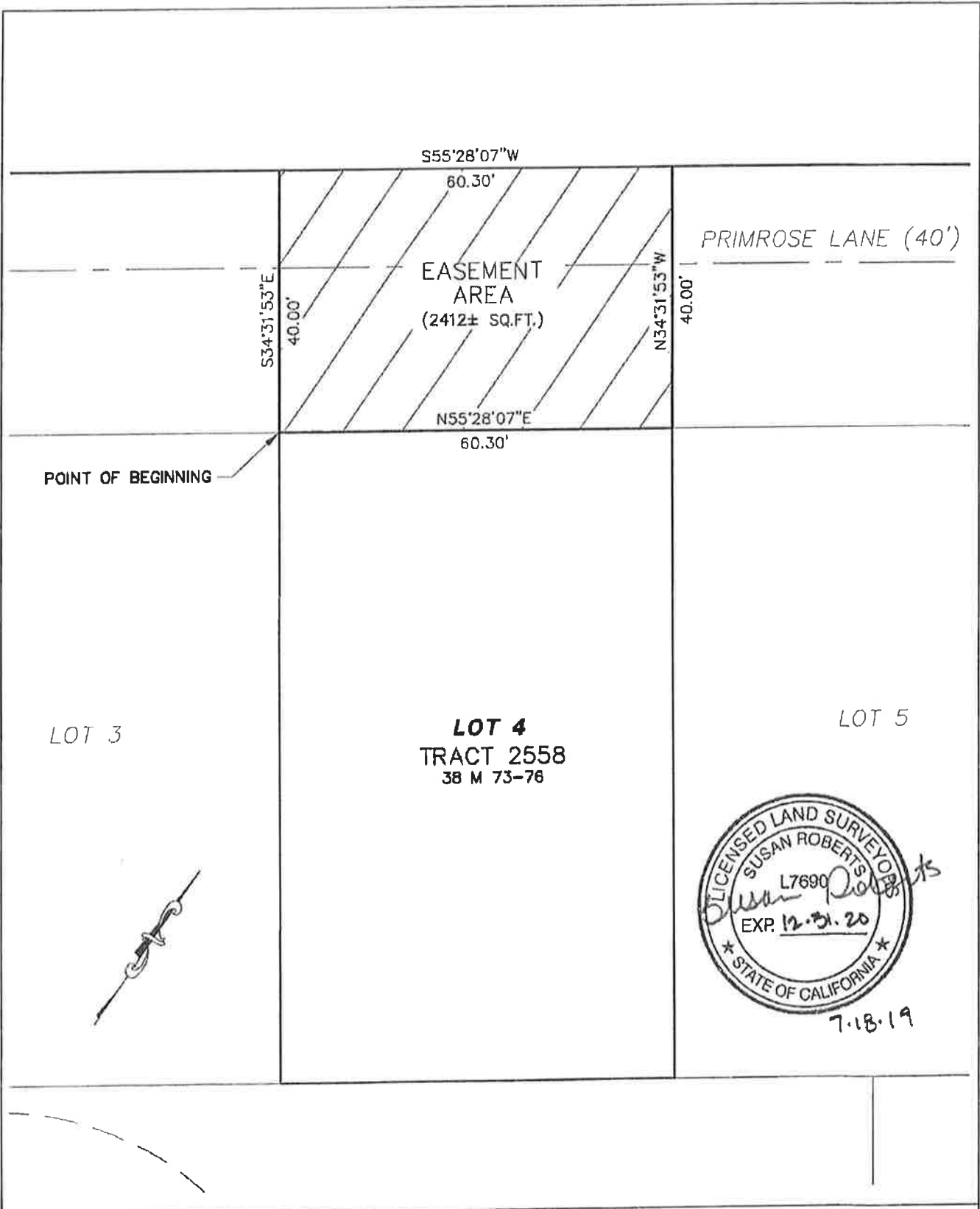
THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 55° 28' 07" WEST 60.30 FEET;

THENCE PERPENDICULAR TO THE NORTHWESTERLY LINE OF PRIMROSE LANE SOUTH 34° 31' 53" EAST 40.00 FEET TO THE **POINT OF BEGINNING** AND TERMINUS OF THIS DESCRIPTION CONTAINING 2412 SQUARE FEET, MORE OR LESS.

END OF DESCRIPTION



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POINT OF BEGINNING

LOT 3

LOT 4
TRACT 2558
38 M 73-76

LOT 5



7-18-19



1 INCH = 20 FEET

EXHIBIT "C"
NCSD EASEMENT AT LOT 4

DRAWN BY RBP	CHECKED BY SR	SCALE 1" = 20'	DATE 07/18/2019
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SEPTEMBER 25, 2019

ITEM D-3

ATTACHMENT G

RECORDING REQUESTED BY:
NIPOMO COMMUNITY SERVICES DISTRICT

WHEN RECORDED RETURN TO:
Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444

NO FEE PER GOVERNMENT CODE 6103

APN #: 092-581-004

DEED RESTRICTION AND AGREEMENT AFFECTING REAL PROPERTY

Exhibits Incorporated by Reference:

Exhibit "A" – Real Property Legal Description

THIS DEED RESTRICTION AND AGREEMENT AFFECTING REAL PROPERTY (herein "Agreement") is entered into August 12th, 2019, by and between Salvador Rivas, Jr., a single man as to an undivided 1/2 interest and Alyssa Rizo, a single woman, as to an undivided 1/2 interest (herein "Grantor") and the Nipomo Community Services District, a political subdivision of the State of California, (herein "Grantee" or "District") with reference to the following Recitals:

A. Grantor owns certain real property (herein "Real Property") located within the Nipomo Community Services District, County of San Luis Obispo, more particularly described in Exhibit "A".

B. Grantors are improving said Real Property and desire the District to provide water and sewer service for the property.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged the parties hereto agree as follows:

1. DEED RESTRICTIONS

A. Grantor agrees and acknowledges that the use of self-regenerating water softeners on Real Property or any portion thereof is prohibited.

B. Grantor agrees and acknowledges that the use of wells to provide domestic water service to Real Property or any portion thereof is prohibited.

2. MISCELLANEOUS

A. This Agreement contains the entire agreement between the parties. Any oral representations or modifications concerning this Agreement shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

B. In the event of any controversy, claim, or dispute relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

C. The obligations of Grantor shall be considered for all purposes to be both covenants and conditions that shall run with the land and be binding on the successors and assigns of the Grantor and shall inure to the benefit of District and its successors and assigns.

D. If any term, covenant, condition, or provision of this Agreement 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.

E. This Deed Restriction and Agreement Affecting Real Property shall be recorded in the Official Records in the County Recorder's Office, San Luis Obispo County.

F. Recitals A and B are incorporated herein by reference as though set forth at length.

G. The Agreement shall be governed by the laws of the State of California. Any litigation regarding the Agreement 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.

3. AUTHORITY TO EXECUTE.

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement 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 Agreement have been fully complied with. Furthermore, by entering into this Agreement, Grantor(s) hereby warrants that Grantor(s) shall not have breached the terms or conditions of any other contract or Agreement to which Grantor(s) is obligated, which breach would have a material effect hereon.

////

////

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the date the District executes the Certificate of Acceptance.

GRANTOR(S):

Salvador Rivas, Jr., a single man as to an undivided 1/2 interest and Alyssa Rizo, a single woman, as to an undivided 1/2 interest



[Signature must be Notarized]

Salvador Rivas Jr.

[Type or print name]



[Signature must be Notarized]

Alyssa Rizo

[Type or print name]

Date: 8.12.19

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Los Angeles)
On Aug. 12, 2019 before me, Julie Yeghian, A Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Alyssa Pizo and Salvador Kwan, Jr.
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Deed Restriction and Agreement Affecting Real Property
Document Date: 8-12-19 Number of Pages: 6
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

**CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE §2781**

This is to certify that the Nipomo Community Services District, Grantee, herein, by Board action on _____, 20____, accepts the foregoing Deed Restriction and Agreement, dated _____, 20____, from Grantors, and consents to the recordation thereof.

Nipomo Community Services District

By: _____
Name: Ed Eby
Title: President

ATTEST:

Mario Iglesias, General Manager and Secretary
Nipomo Community Services District

CONSENT AND SUBORDINATION OF TRUST DEED BENEFICIARY

NOTICE: THIS CONSENT AND SUBORDINATION OF TRUST DEED BENEFICIARY RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO THE TERMS, COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE FOREGOING INSTRUMENT.

The undersigned, beneficiary under that certain deed of trust recorded June 20, 2019, as Document No. 2019-023671, Official Records of the County of San Luis Obispo, does hereby join in, and consent to, each and all of the terms and provisions of the within instrument, and does hereby subordinate its interests to the entire effect of this instrument. In this regard, the undersigned does hereby agree upon request of any insuring title company to direct the trustee under said deed of trust to execute and deliver to County in recordable form acceptable to such insuring title company partial reconveyances as to any rights granted and to be granted to County pursuant to this instrument.

Dated: August 16, 2019

Community Bank of Santa Maria
Beneficiary under Loan No. 412290800

Randy Kammerer

Randy Kammerer, VP

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 08/16/19 before me, Elise Fuentes Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Randy Kammerer*****
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Deed Restriction & agreement Document Date: 8/16/2019

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

**EXHIBIT A
LANDS OF RIVAS AND RIZO**

REAL PROPERTY LEGAL DESCRIPTION

LOT 4 OF TRACT 2558— OAK TERRACE AS SHOWN ON THE MAP OF TRACT 2558 AS SAID MAP WAS RECORDED ON OCTOBER 23, 2018 IN BOOK 37 OF MAPS AT PAGES 81 THROUGH 84 INCLUSIVE, AND AS AMENDED ON MARCH 18, 2019 IN BOOK 38 OF MAPS AT PAGES 73 THROUGH 76 INCLUSIVE IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN LUIS OBISPO.



7.18.19

SEPTEMBER 25, 2019

ITEM D-3

ATTACHMENT H

RECORDING REQUESTED BY:
NIPOMO COMMUNITY SERVICES DISTRICT

WHEN RECORDED RETURN TO:
Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444

NO FEE PER GOVERNMENT CODE 6103

A portion of APN #: 092-581-005

**GRANT OF EASEMENT AND
AGREEMENT AFFECTING REAL PROPERTY**

Exhibits Incorporated by Reference:

Exhibit "A" – Real Property Legal Description
Exhibit "B" – Legal Description of Easement Granted to District
Exhibit "C" – Depiction of Easement Granted to District

THIS GRANT OF EASEMENT AND AGREEMENT AFFECTING REAL PROPERTY (herein "Agreement") is entered into August 14, 2019, by and between Tim Haddad, a married man as his sole and separate property, (herein "Grantor") and the Nipomo Community Services District, a political subdivision of the State of California, (herein "Grantee" or "District") with reference to the following Recitals:

- A. Grantors own certain real property (herein "Real Property") located within the Nipomo Community Services District, County of San Luis Obispo, more particularly described below and depicted in Exhibit "A".
- B. Grantors are improving said Real Property including the construction of certain utilities that will be dedicated to the District for operation and maintenance ("District Facilities").
- C. Grantors desire to convey utility easements to Nipomo Community Services District over portions of said Real Property for the purposes referenced in this Agreement.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged the parties hereto agree as follows:

1. GRANT OF EASEMENT

Grantors, hereby grant and convey to the Nipomo Community Services District a utility easement (herein "Easement" or "Easement Area"), more particularly described in Exhibit "B" and as depicted in Exhibit "C".

2. PURPOSE

The purpose of the Easement is the present and future construction, reconstruction, operation, repair, and maintenance of District facilities, including water pipelines, sewer pipelines, and other utilities operated by the District, from and after said utilities are dedicated and accepted by the District (herein "District Facilities"), in such manner and size and with such accessory parts and structures, as the District or its successors in interests from time to time deem necessary.

3. MAINTENANCE AND REPAIR

It is anticipated by the parties that construction, repair, replacement and inspection of District facilities will be performed by District within said Easement Area. Therefore, Grantor(s) covenants, promises and agree as follows:

A. 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, and herein above, set forth.

B. The Grantor(s) shall not construct or permit others to construct utilities or improvements on, over, or under the Easement Area, such as

retaining walls, fences, patios, trees and/or shrubs which could obstruct District's access to the Easement Area, or cause damage to District Facilities contained within the Easement Area, without first receiving the written approval of District.

C. Grantor(s) shall remove improvements and or utilities constructed in violation of Paragraph B, above, immediately at Grantor's expense. If Grantors do not remove the improvements, District is authorized to enter the Easement Area and remove them. District shall charge all costs, including administrative costs, for the removal of said improvements to Grantors, individually and/or collectively.

D. Grantor(s), jointly and severally, agree to indemnify, defend, and hold harmless District and its agents and employees from any claims, suits, or losses of any kind (including attorney's fees and court costs) or any damages occurring to or within the Easement Area and/or any adjacent real or personal property due to District's exercise of its rights to remove improvements, pursuant to Paragraph C, above and/or the Districts construction, operation, repair and maintenance of District Facilities.

E. District has the right to enforce all reimbursement remedies described in Paragraphs C and D, above, by all means available to the District.

4. **MISCELLANEOUS**

A. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

B. In the event of any controversy, claim, or dispute relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

C. The obligations of Grantor(s) shall be considered for all purposes to be both covenants and conditions that shall run with the land and be binding on the successors and assigns of the Grantor(s) and shall inure to the benefit of District and its successors and assigns.

D. If any term, covenant, condition, or provision of this Agreement 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.

E. This Easement and Agreement Affecting Real Property shall be recorded in the Official Records in the County Recorder's Office, San Luis Obispo County.

F. Recitals A through C are incorporated herein by reference as though set forth at length.

G. The Agreement shall be governed by the laws of the State of California. Any litigation regarding the Agreement 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.

5. AUTHORITY TO EXECUTE.

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement 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 Agreement have been fully complied with. Furthermore, by entering into this Agreement, Grantor(s) hereby warrants that Grantor(s) shall not have breached the terms or conditions of any other contract or Agreement to which Grantor(s) is obligated, which breach would have a material effect hereon.


////

////

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the date the District executes the Certificate of Acceptance.

GRANTOR(S):

Tim Haddad, a married man as his sole and separate property


[Signature must be Notarized]

[Signature must be Notarized]

Tim Haddad
[Type or print name]

[Type or print name]

Date: 8/14/19

SEE ATTACHED FORM
FOR NOTARY CERTIFICATE



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 San Luis Obispo

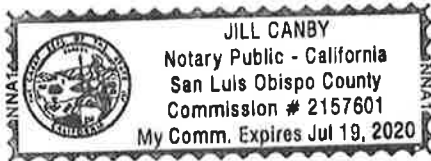
On August 14, 2019 before me, Jill Canby, Notary Public,
Date

personally appeared Tim Haddad
Name(s) of Signer(s)

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 Jill Canby
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

**CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE §2781**

This is to certify that the Nipomo Community Services District, Grantee, herein, by Board action on _____, 20____, accepts for public purposes the real property, or interest described in the foregoing Easement and Agreement, dated _____, 20____, from Grantors, and consents to the recordation thereof.

Nipomo Community Services District

By: _____
Name: Ed Eby
Title: President

ATTEST:

Mario Iglesias, General Manager and Secretary
Nipomo Community Services District

**EXHIBIT A
LANDS OF HADDAD**

REAL PROPERTY LEGAL DESCRIPTION

LOT 5 OF TRACT 2558 - OAK TERRACE AS SHOWN ON THE MAP OF TRACT 2558 AS SAID MAP WAS RECORDED ON OCTOBER 23, 2018 IN BOOK 37 OF MAPS AT PAGES 81 THROUGH 84 INCLUSIVE, AND AS AMENDED ON MARCH 18, 2019 IN BOOK 38 OF MAPS AT PAGES 73 THROUGH 76 INCLUSIVE IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN LUIS OBISPO.

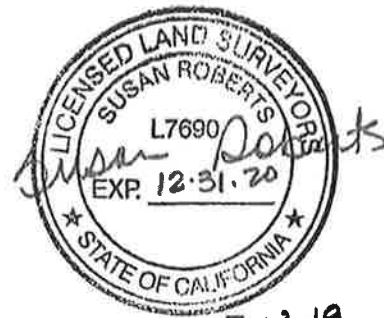


EXHIBIT B
LANDS OF HADDAD
LOT 5 – TRACT 2558

LEGAL DESCRIPTION OF EASEMENT GRANTED TO THE NCSD

ALL THAT REAL PROPERTY IN THE UNINCORPORATED AREA OF SAN LUIS OBISPO COUNTY IN THE STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

A PORTION OF TRACT 2558 – OAK TERRACE AS SHOWN ON THE MAP OF TRACT 2558 AS SAID MAP WAS RECORDED ON OCTOBER 23, 2018 IN BOOK 37 OF MAPS AT PAGES 81 THROUGH 84 INCLUSIVE, AND AS AMENDED ON MARCH 18, 2019 IN BOOK 38 OF MAPS AT PAGES 73 THROUGH 76 INCLUSIVE IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN LUIS OBISPO, SAID PORTION DESCRIBED AS FOLLOWS:

THAT PORTION OF PRIMROSE LANE AS SAID PUBLIC ROAD IS OFFERED FOR DEDICATION TO THE PUBLIC FOR STREET PURPOSES ON THE ABOVE DESCRIBED MAP OF TRACT 2558 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 5 AS SAID LOT IS SHOWN ON THE ABOVE DESCRIBED MAP OF TRACT 2558, AT A POINT IN THE SOUTHEASTERLY LINE OF PRIMROSE LANE, THENCE ALONG THE LINE COMMON TO LOT 5 AND PRIMROSE LANE NORTH 55° 28' 07" EAST 60.30 FEET TO THE NORTHEASTERLY CORNER OF LOT 5;

THENCE PERPENDICULAR TO THE SOUTHEASTERLY LINE OF PRIMROSE LANE NORTH 34° 31' 53" WEST 40.00 FEET TO A POINT IN THE NORTHWESTERLY LINE OF PRIMROSE LANE;

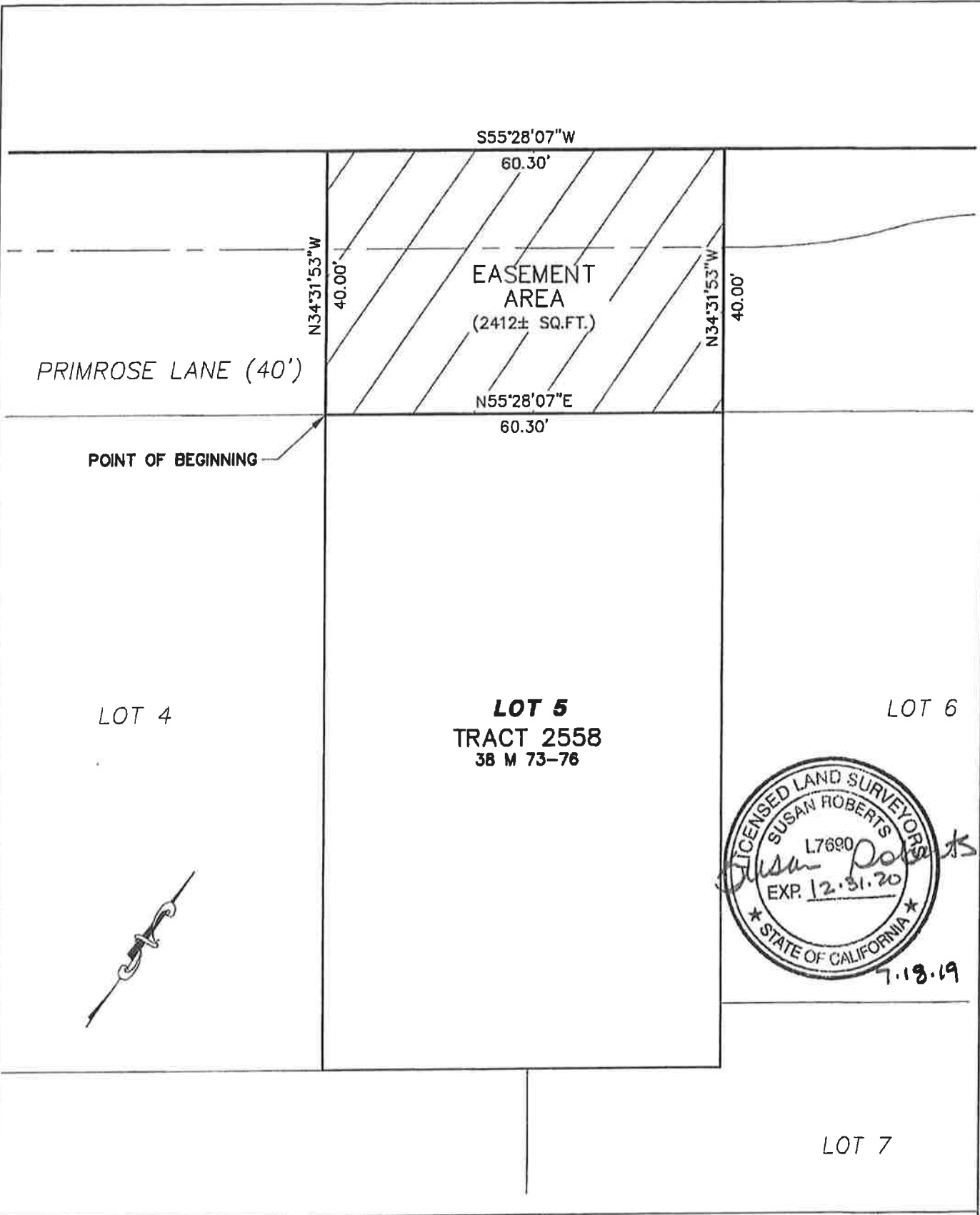
THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 55° 28' 07" WEST 60.30 FEET;

THENCE PERPENDICULAR TO THE NORTHWESTERLY LINE OF PRIMROSE LANE SOUTH 34° 31' 53" EAST 40.00 FEET TO THE **POINT OF BEGINNING** AND TERMINUS OF THIS DESCRIPTION CONTAINING 2412 SQUARE FEET, MORE OR LESS.

END OF DESCRIPTION



F:\proj\2018\180721\1. Production and Drafting\Const. Draw\Survey\Exhibits\SU180721E\005.dwg 7-16-19 02:15:21 PM RobertP



PRIMROSE LANE (40')

EASEMENT AREA
(2412± SQ.FT.)

POINT OF BEGINNING

LOT 4

LOT 5
TRACT 2558
38 M 73-76

LOT 6



LOT 7



1 INCH = 20 FEET

EXHIBIT "C"
NCSD EASEMENT AT LOT 5

DRAWN BY RBP	CHECKED BY SR	SCALE 1" = 20'	DATE 07/16/2019
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SEPTEMBER 25, 2019

ITEM D-3

ATTACHMENT I

RECORDING REQUESTED BY:
NIPOMO COMMUNITY SERVICES DISTRICT

WHEN RECORDED RETURN TO:
Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444

NO FEE PER GOVERNMENT CODE 6103

APN #: 092-581-005

DEED RESTRICTION AND AGREEMENT AFFECTING REAL PROPERTY

Exhibits Incorporated by Reference:

Exhibit "A" – Real Property Legal Description

THIS DEED RESTRICTION AND AGREEMENT AFFECTING REAL PROPERTY (herein "Agreement") is entered into August 14, 2019, by and between Tim Haddad, a married man as his sole and separate property, (herein "Grantor") and the Nipomo Community Services District, a political subdivision of the State of California, (herein "Grantee" or "District") with reference to the following Recitals:

A. Grantor owns certain real property (herein "Real Property") located within the Nipomo Community Services District, County of San Luis Obispo, more particularly described in Exhibit "A".

B. Grantors are improving said Real Property and desire the District to provide water and sewer service for the property.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged the parties hereto agree as follows:

1. DEED RESTRICTIONS

A. Grantor agrees and acknowledges that the use of self-regenerating water softeners on Real Property or any portion thereof is prohibited.

B. Grantor agrees and acknowledges that the use of wells to provide domestic water service to Real Property or any portion thereof is prohibited.

2. MISCELLANEOUS

A. This Agreement contains the entire agreement between the parties. Any oral representations or modifications concerning this Agreement shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

B. In the event of any controversy, claim, or dispute relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

C. The obligations of Grantor shall be considered for all purposes to be both covenants and conditions that shall run with the land and be binding on the successors and assigns of the Grantor and shall inure to the benefit of District and its successors and assigns.

D. If any term, covenant, condition, or provision of this Agreement 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.

E. This Deed Restriction and Agreement Affecting Real Property shall be recorded in the Official Records in the County Recorder's Office, San Luis Obispo County.

F. Recitals A and B are incorporated herein by reference as though set forth at length.

G. The Agreement shall be governed by the laws of the State of California. Any litigation regarding the Agreement 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.

3. AUTHORITY TO EXECUTE.

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement 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 Agreement have been fully complied with. Furthermore, by entering into this Agreement, Grantor(s) hereby warrants that Grantor(s) shall not have breached the terms or conditions of any other contract or Agreement to which Grantor(s) is obligated, which breach would have a material effect hereon.

///
///

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the date the District executes the Certificate of Acceptance.


GRANTOR(S):

Tim Haddad, a married man as his sole and separate property



[Signature must be Notarized]

[Signature must be Notarized]



[Type or print name]

[Type or print name]

Date: 05/11/19

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 San Luis Obispo

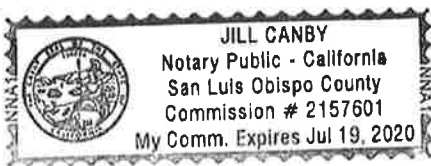
On August 14, 2019 before me, Jill Canby, Notary Public,

Date personally appeared Tim Haddad Name(s) of Signer(s)

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 (Handwritten Signature)

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

- Corporate Officer - Title(s)
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:

Signer Is Representing:

Signer's Name:

- Corporate Officer - Title(s)
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:

Signer Is Representing:

**CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE §2781**

This is to certify that the Nipomo Community Services District, Grantee, herein, by Board action on _____, 20____, accepts the foregoing Deed Restriction and Agreement, dated _____, 20____, from Grantors, and consents to the recordation thereof.

Nipomo Community Services District

By: _____
Name: Ed Eby
Title: President

ATTEST:

Mario Iglesias, General Manager and Secretary
Nipomo Community Services District

**EXHIBIT A
LANDS OF HADDAD**

REAL PROPERTY LEGAL DESCRIPTION

LOT 5 OF TRACT 2558 - OAK TERRACE AS SHOWN ON THE MAP OF TRACT 2558 AS SAID MAP WAS RECORDED ON OCTOBER 23, 2018 IN BOOK 37 OF MAPS AT PAGES 81 THROUGH 84 INCLUSIVE, AND AS AMENDED ON MARCH 18, 2019 IN BOOK 38 OF MAPS AT PAGES 73 THROUGH 76 INCLUSIVE IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN LUIS OBISPO.



SEPTEMBER 25, 2019

ITEM D-3

ATTACHMENT J

RECORDING REQUESTED BY:
NIPOMO COMMUNITY SERVICES DISTRICT

WHEN RECORDED RETURN TO:
Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444

NO FEE PER GOVERNMENT CODE 6103

APN #: 092-572-025

**GRANT OF EASEMENT AND
AGREEMENT AFFECTING REAL PROPERTY**

Exhibits Incorporated by Reference:

Exhibit "A" - Real Property Legal Description
Exhibit "B" - Legal Description of Easement Granted to District
Exhibit "C" - Depiction of Easement Granted to District

THIS GRANT OF EASEMENT AND AGREEMENT AFFECTING REAL PROPERTY (herein "Agreement") is entered into Aug 6 2014, by and between John L. Mussell and Mary Ann Mussell, Trustees of the John L. Mussell Revocable Trust dated March 30, 1989 (herein "Grantor") and the Nipomo Community Services District, a political subdivision of the State of California, (herein "Grantee" or "District") with reference to the following Recitals:

- A. Grantors own certain real property (herein "Real Property") located within the Nipomo Community Services District, County of San Luis Obispo, more particularly described below and depicted in Exhibit "A".
- B. Grantors are improving said Real Property including the construction of certain utilities that will be dedicated to the District for operation and maintenance ("District Facilities").
- C. Grantors desire to convey utility easements to Nipomo Community Services District over portions of said Real Property for the purposes referenced in this Agreement.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged the parties hereto agree as follows:

1. GRANT OF EASEMENT

Grantors, hereby grant and convey to the Nipomo Community Services District a utility easement (herein "Easement" or "Easement Area"), more particularly described in Exhibit "B" and as depicted in Exhibit "C".

2. PURPOSE

The purpose of the Easement is the present and future construction, reconstruction, operation, repair, and maintenance of District facilities, including water pipelines, sewer pipelines, and other utilities operated by the District, from and after said utilities are dedicated and accepted by the District (herein "District Facilities"), in such manner and size and with such accessory parts and structures, as the District or its successors in interests from time to time deem necessary.

3. MAINTENANCE AND REPAIR

It is anticipated by the parties that construction, repair, replacement and inspection of District facilities will be performed by District within said Easement Area. Therefore, Grantor(s) covenants, promises and agree as follows:

A. 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, and herein above, set forth.

B. The Grantor(s) shall not construct or permit others to construct utilities or improvements on, over, or under the Easement Area, such as retaining walls, fences, patios, trees and/or shrubs which could obstruct

District's access to the Easement Area, or cause damage to District Facilities contained within the Easement Area, without first receiving the written approval of District.

C. Grantor(s) shall remove improvements and or utilities constructed in violation of Paragraph B, above, immediately at Grantor's expense. If Grantors do not remove the improvements, District is authorized to enter the Easement Area and remove them. District shall charge all costs, including administrative costs, for the removal of said improvements to Grantors, individually and/or collectively.

D. Grantor(s), jointly and severally, agree to indemnify, defend, and hold harmless District and its agents and employees from any claims, suits, or losses of any kind (including attorney's fees and court costs) or any damages occurring to or within the Easement Area and/or any adjacent real or personal property due to District's exercise of its rights to remove improvements, pursuant to Paragraph C, above and/or the Districts construction, operation, repair and maintenance of District Facilities.

E. District has the right to enforce all reimbursement remedies described in Paragraphs C and D, above, by all means available to the District.

4. MISCELLANEOUS

A. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

B. In the event of any controversy, claim, or dispute relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

C. The obligations of Grantor(s) shall be considered for all purposes to be both covenants and conditions that shall run with the land and be binding

on the successors and assigns of the Grantor(s) and shall inure to the benefit of District and its successors and assigns.

D. If any term, covenant, condition, or provision of this Agreement 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.

E. This Easement and Agreement Affecting Real Property shall be recorded in the Official Records in the County Recorder's Office, San Luis Obispo County.

F. Recitals A through C are incorporated herein by reference as though set forth at length.

G. The Agreement shall be governed by the laws of the State of California. Any litigation regarding the Agreement 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.

5. AUTHORITY TO EXECUTE.

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement 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 Agreement have been fully complied with. Furthermore, by entering into this Agreement, Grantor(s) hereby warrants that Grantor(s) shall not have breached the terms or conditions of any other contract or Agreement to which Grantor(s) is obligated, which breach would have a material effect hereon.

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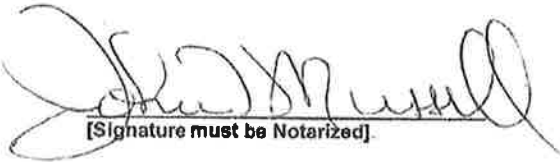
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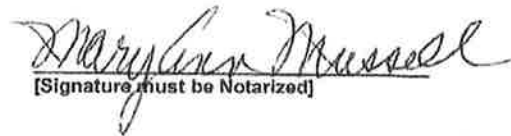
IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the date the District executes the Certificate of Acceptance.

GRANTOR(S):
The John L. Mussell Revocable Trust dated March 30, 1989
by:

John L. Mussell, Trustee

Mary Ann Mussell, Trustee


[Signature must be Notarized]


[Signature must be Notarized]

John L. Mussell
[Type or print name]

MARY ANN Mussell
[Type or print name]

Date: 9-6-19

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)

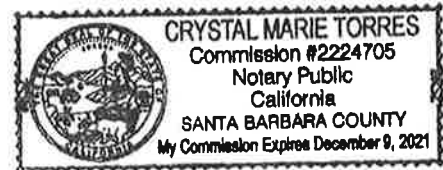
On September 14, 2019 before me, Crystal Marie Torres
(insert name and title of the officer)

personally appeared John L. Mussell,
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  (Seal)



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)

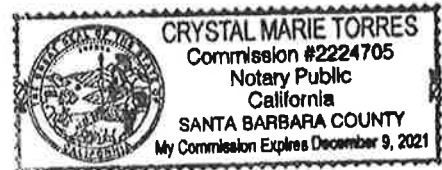
On September 6, 2019 before me, Crystal Marie Torres
(insert name and title of the officer)

personally appeared Mary Ann Mussell
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  (Seal)



**CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE §2781**

This is to certify that the Nipomo Community Services District, Grantee, herein, by Board action on _____, 20____, accepts for public purposes the real property, or interest described in the foregoing Easement and Agreement, dated _____, 20____, from Grantors, and consents to the recordation thereof.

Nipomo Community Services District

By: _____
Name: Ed Eby
Title: President

ATTEST:

Mario Iglesias, General Manager and Secretary
Nipomo Community Services District



EXHIBIT A

REAL PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 11 OF STORY'S RESUBDIVISION OF LOT 24 OF WARD'S SUBDIVISION OF THE RANCHO NIPOMO, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, RECORDED IN BOOK A, PAGE 20 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE "REMAINDER" PARCEL AS SHOWN ON PARCEL MAP CO-90-139, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED FEBRUARY 29, 1996 IN BOOK 51, PAGE 91 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

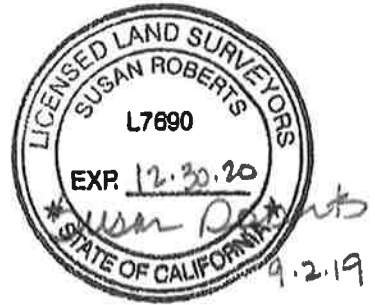


EXHIBIT B

ALL THAT REAL PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A PORTION OF THAT PARCEL DESIGNATED LOT 11 ACCORDING TO THE MAP ENTITLED, "RE-SUBDIVISION OF THE SOUTHWESTERLY PART OF LOT 24 OF HOWARD'S SUBDIVISION OF THE RANCHO NIPOMO", RECORDED DECEMBER 10, 1887, AND FILED IN BOOK A, AT PAGE 20 OF MAPS IN THE OFFICE OF THE RECORDER FOR SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH CORNER OF SAID LOT 11, MARKED BY A BRASS CAP IN MONUMENT WELL AS SHOWN ON PARCEL MAP CO 97-139, FILED IN BOOK 54, AT PAGE 70 OF PARCEL MAPS IN THE OFFICE OF THE RECORDER FOR SAID COUNTY;

THENCE, ALONG THE NORTHWESTERLY BOUNDARY OF SAID LOT 11, SOUTH 55°28'07" WEST, 659.71 FEET TO THE WEST CORNER OF SAID LOT 11, BEING THE POINT OF BEGINNING;

THENCE, ALONG THE SOUTHWESTERLY BOUNDARY OF SAID LOT 11, SOUTH 34°30'52" EAST, 420.18 FEET (L1) TO THE NORTHWESTERLY BOUNDARY OF THAT 25 FOOT WIDE RIGHT-OF-WAY DEDICATED TO THE COUNTY OF SAN LUIS OBISPO, AND FILED IN VOLUME 3762, AT PAGE 289 OF OFFICIAL RECORDS IN THE OFFICE OF THE RECORDER FOR SAID COUNTY;

THENCE, ALONG THE NORTHWESTERLY BOUNDARY OF SAID RIGHT-OF-WAY, NORTH 55°29'08" EAST, 25.00 FEET (L2);

THENCE, ALONG THE NORTHEASTERLY BOUNDARY OF SAID RIGHT-OF-WAY, SOUTH 34°30'52" EAST, 20.01 FEET (L3) TO THE NORTHWESTERLY BOUNDARY OF PARCEL 1 OF PARCEL MAP CO 90-139, RECORDED FEBRUARY 29, 1996, AND FILED IN BOOK 51, AT PAGE 91 OF PARCEL MAPS IN THE OFFICE OF THE RECORDER FOR SAID COUNTY;

THENCE, ALONG THE NORTHWESTERLY BOUNDARY OF SAID PARCEL 1, NORTH 55°29'59" EAST, 3.07 FEET (L4);

THENCE, LEAVING THE NORTHWESTERLY BOUNDARY OF SAID PARCEL 1, NORTH 34°30'58" WEST, 318.21 FEET (L5);

THENCE, ON A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 21°47'12", AN ARC LENGTH OF 19.01 FEET (C1) TO A POINT OF REVERSE CURVATURE;

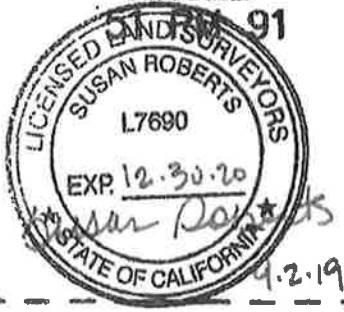
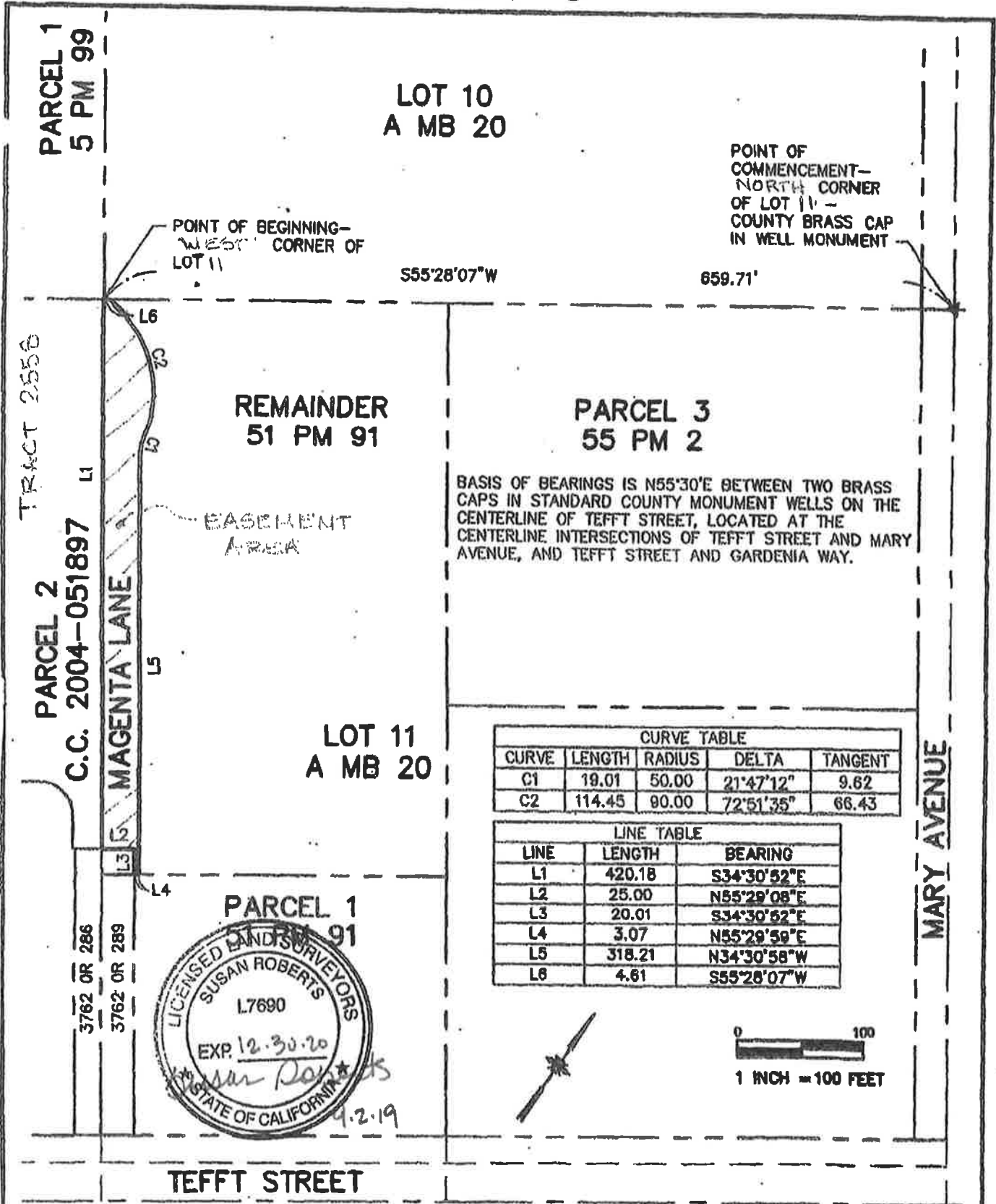
THENCE, ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 90.00 FEET, THROUGH A CENTRAL ANGLE OF 72°51'35", AN ARC LENGTH OF 114.45 FEET (C2) TO THE NORTHWESTERLY BOUNDARY OF SAID LOT 11;

THENCE, ALONG THE NORTHWESTERLY BOUNDARY OF SAID LOT 11, SOUTH 55°28'07" WEST, 4.61 FEET (L6) TO THE POINT OF BEGINNING AND END OF THIS DESCRIPTION, CONTAINING 12,126 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS NORTH 55 30' EAST BETWEEN TWO BRASS CAPS IN MONUMENT WELLS AT THE CENTERLINE OF TEFFT STREET BETWEEN MARY AVENUE AND GARDENIA WAY, AS SAID MONUMENTS ARE SHOWN ON THE MAP OF HOWARD'S SUBDIVISION OF THE RANCHO NIPOMO.

END DESCRIPTION

EXHIBIT C



TOTAL EASEMENT AREA= 12,126 S.F.



UTILITY
EASEMENT
EXHIBIT PLAT

LOT 11 OF RESUBDIVISION OF LOT 24 OF RANCHO NIPOMO

COUNTY OF SAN LUIS OBISPO, CALIFORNIA

DRAWN BY: TR

CHECKED BY: DSH

DATE: 9-2-19

SEPTEMBER 25, 2019

ITEM D-3

ATTACHMENT K

CASH BOND AGREEMENT

(Tract 2558)

THIS AGREEMENT entered into this 16 day of September, 2019, by and between Kerre McCall, hereinafter referred to as the "Owner," and the Nipomo Community Service District, a California special district, hereinafter referred to as "District."

RECITALS

WHEREAS, Owner executed a Plan Check and Inspection Agreement dated February 6, 2018 ("PCIA"), governing the installation of certain water and sewer improvements ("improvements") in order for the project known as Tract Map 2558 to obtain water and sewer service from the District; and

WHEREAS, the PCIA required Owner to engage an Engineer to conduct regular inspections of the improvements during construction; however, Owner did not do so and yet completed construction of the improvements; and

WHEREAS, District is requiring Owner to post a five year maintenance bond in a sum equal to ten percent (10%) of the total costs of the improvements in order to guarantee all materials and workmanship of the improvements, and Owner has elected to post a cash bond ("Bond") to satisfy this requirement.

AGREEMENT

NOW, THEREFORE, Owner and District hereby agree as follows:

1. The District acknowledges receipt of the Bond amount of eighteen thousand six hundred ninety four (\$18,694), in cash, to be invested, held, and applied in accordance with the terms of this Agreement and the PCIA. The condition of this Bond is that Owner is held and firmly bound to the District in the sum written above in lawful money of the United States of America, as security for Owner's performance of the PCIA identified above and as guarantee of all materials and workmanship of the improvements installed pursuant to the PCIA.
2. The District shall deposit said Bond sum in an interest-bearing account in an institution insured by FDIC for the term of the PCIA and any approved extensions thereof.
3. The Bond amount shall be held as security for 5 years from the date of acceptance of the improvements for the purpose of warranting all materials and workmanship or until Owner replaces the Bond with an alternate form of security approved by the District, whereupon the District will release the Bond, and any accrued interest, to Owner within ten (10) business days. Owner expressly acknowledges and agrees that, notwithstanding the provisions of Section 19.C. of the PCIA regarding the length of time of the guarantee required under that section, the provisions of this Section of this Agreement shall apply to the Bond and to the warranty of all materials and workmanship of the improvements.
4. If Owner defaults in the performance of all or any part of the obligations of the PCIA, or abandons the work, or fails to remedy any defects or problems in any of the materials or workmanship of the improvements identified by the District, the District shall be entitled to, without notice to or consent from Owner, apply the Bond and any accrued interest to completion of work required by the PCIA or this Agreement. Any funds remaining after completion of work

shall be returned to Owner. If the Bond funds are not sufficient to complete the work, Owner is liable to the District for the deficiency.

5. Computation of damages attributable to Owner's breach and chargeable against the Bond shall include not only the direct costs of completion, but also procurement costs, litigation costs, including reasonable attorney's fees, administrative costs, expenses due to delay caused by Owner, maintenance and repair costs, and inspection fees.

6. Any notices required under this Agreement, including, return of any portion of the Bond pursuant to the terms of this Agreement, shall be provided by U.S. mail to the parties at the following addresses:

To the District:

Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444
Attn: General Manager

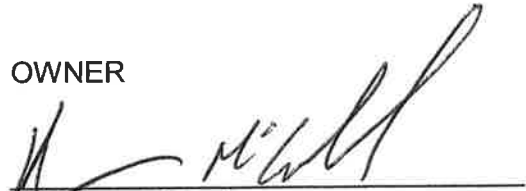
To Owner:

Kerre McCall
P.O. Box 1506
Arroyo Grande, CA 93421

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

OWNER


By: Kerre McCall
Dated: 9-16-19

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.

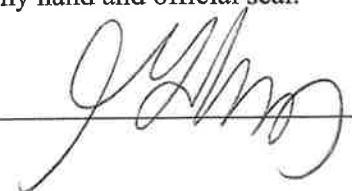
State of California)

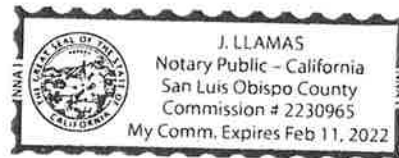
County of San Luis Obispo)

On September 16, 2019 before me, J. Llamas, a Notary Public, personally appeared Kerre McCall, 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  (Seal)



NIPOMO COMMUNITY SERVICES DISTRICT



By: Mario Iglesias, General Manager

Dated: 09-16-2019

APPROVED AS TO FORM



Whitney G. McDonald, District Counsel