

REGULAR BOARD MEETING  
OF  
OCTOBER 8, 2025

ITEM D-4

ATTACHMENT B

Recording requested by:

Nipomo Community Services District

**When recorded, return to:**

Nipomo Community Services District  
148 South Wilson Street  
Nipomo, CA 93444  
Attn: Ray Dienzo, General Manager

APN: 092-331-029

Space above this line for Recorder's use only

**PARTIAL ASSIGNMENT OF EASEMENT**

**WHEREAS**, the Nipomo Community Services District ("Assignor") is the Grantee of that certain easement for the construction, maintenance and operation of pipes in, under and upon parcels of property located at 753, 759, and 765 Drumm Lane in Nipomo, California, recorded in the official records of the County of San Luis Obispo, California as Document Nos. 43250, 43251, and 43252, respectively on September 17, 1981 ("Easement"); and

**WHEREAS**, Nora B. Lewis, Surviving Co-Trustee of The Michael J. Lewis and Nora B. Lewis Revocable Trust Utd 9/14/07 ("Assignee") seeks to connect a sewer force main from a dwelling located at 759 Drumm Lane to Assignor's sanitary sewer line located approximately fifty (50) feet from the property along Drumm Lane ("Connection Point"); and

**WHEREAS**, the legal description of the Easement and a diagram showing the location of this assignment are attached hereto as Exhibits A and B, respectively, and incorporated herein by this reference.

**WHEREAS**, to facilitate the legally required connection to the sewer system with the least impact on surrounding uses and the environment, Assignor is willing to permit Assignee to use a small portion of the Easement to place Assignee's force main sewer line, under the conditions specified herein.

**NOW, THEREFOR, FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged:

(1) Assignor hereby assigns to Assignee a portion of the existing Easement for the installation, operation, and repair and maintain at Assignee's cost a sewer force main line from 759 Drumm Lane to the Connection Point. The sewer force line shall be a two (2) inch diameter pipe, placed at the location within the Easement specifically designated in writing by the District's Engineer.

(2) Prior to any construction of the sewer force main line, Assignee shall enter into a Plan Check and Inspection Agreement ("PCIA") with the Assignor, in form and content acceptable to the Assignor's legal counsel and Engineer.

(3) The owner of Assignee's property, hereby agrees to indemnify, defend with counsel of Assignor's choosing, and hold harmless the Assignor, its officers, agents, and employees ("Indemnitees") from any injury, death, claim, lawsuit, or liability of any kind ("Liabilities") that in any way arise from Assignee's construction, use, installation, repair, maintenance, or failure to repair or maintain the sewer force main that is the subject of this assignment, including (without limitation) any Liabilities that may arise out of any Indemnatee's negligence. Assignee's duty under this section shall include payment of Assignor's reasonable attorney's fees and costs.

(4) All conditions and requirements of the PCIA and the Board approved Intent to Serve Letter approved at the March 31, 2025 special meeting shall apply to this Assignment and any failure to comply therewith by Assignee shall be a breach of this Agreement. Following written notice to Assignee of such breach and Assignee's failure to remedy the breach within fifteen (15) days' of the date of such notice Assignor may terminate this assignment and pursue all necessary and available remedies including, without limitation, removal of Assignee's sewer force main line and disconnection of sewer service, all at Assignee's expense.

(5) Should Assignor be forced to initiate any legal proceeding to enforce the terms of this Agreement, Assignor shall be entitled to recover its reasonable attorney's fees if it is the prevailing party.

(6) This Assignment and the documents referenced herein represent the entire integrated agreement between the parties as to its subject and no change or amendment shall be valid unless made in a written amendment duly-approved by both parties.

(7) This Agreement shall be recorded in the office of the San Luis Obispo County Recorder. This Agreement is appurtenant to and shall run with the land.

IN WITNESS WHEREOF, the undersigned has executed this Easement Deed as of the date set forth below.

Dated \_\_\_\_\_, 2025

ASSIGNEE:

\_\_\_\_\_  
Nora B. Lewis, Successor Co-Trustee

ASSIGNOR:

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Ray Dienzo, PE, General  
Manager

**INSERT NOTARY PAGES**

**EXHIBITS A**  
**LEGAL DESCRIPTION OF EASEMENT ASSIGNMENT**

EASEMENT DEED

BEING LOT 126, A PORTION OF BLOCK "A" OF THE SOUTHLAND TRACT AS SHOWN ON MAP FILED IN BOOK 1, PAGE 28 OF MAPS, IN THE COUNTY OF SAN LUIS OBISPO RECORDERS OFFICE, STATE OF CALIFORNIA.

AN EASEMENT FOR THE PURPOSE TO CONSTRUCT AND MAINTAIN (PLACE, OPERATE, INSPECT, REPAIR, REPLACE AND REMOVE) CONSISTING OF PIPES IN, UNDER AND UPON THAT CERTAIN REAL PROPERTY IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, DESCRIBED MORE PARTICULARLY AS FOLLOWS;

COMMENCING AT A 2 INCH IRON PIPE TAGGED RCE 6923, AS SHOWN ON THE MAP ENTITLED "RECORD OF SURVEY", FILED IN BOOK 32, PAGE 52, SAN LUIS OBISPO COUNTY RECORDS;

THENCE S48°04'00"W, 189.68 FT;

THENCE N41°56'38"W, 291.71 FT TO THE SOUTHEASTERLY CORNER OF LOT 126, BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT, N41°56'38"W, 75.24FT;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT, N48°00'15"E, 10FT;

THENCE S41°56'38"E, 75.24FT TO THE SOUTHEASTERLY LINE OF SAID LOT;

THENCE S48°00'17"W, 10FT TO THE POINT OF BEGINNING.

END OF DESCRIPTION.

CONTAINING 753 SQ. FT OR 0.02 ACRE, MORE OR LESS.

BASIS OF BEARINGS BEING THE WESTERLY RIGHT OF WAY LINE OF SOUTHLAND STREET AS N48°04'00"E PER SAID RECORD OF SURVEY, BOOK 32, PAGE 52.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

SIGNATURE

DATE

  
9-19-25



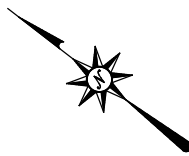
**EXHIBIT B**  
**EASEMENT ASSIGNMENT MAP**



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LOT 126

A PORTION OF BLOCK "A" OF THE  
SOUTHLAND TRACT  
APN 092-331-028



N.T.S.

LOT 125

LOT 127

DRUMM LANE

N48°00'15"E 10'

S48°00'17"W 10'

P.O.B.

L=209' (2)

S41°56'38"E 75.24'

98.56 RIM  
(91.66±) INV.

N41°56'38"W 75.24'

EXST

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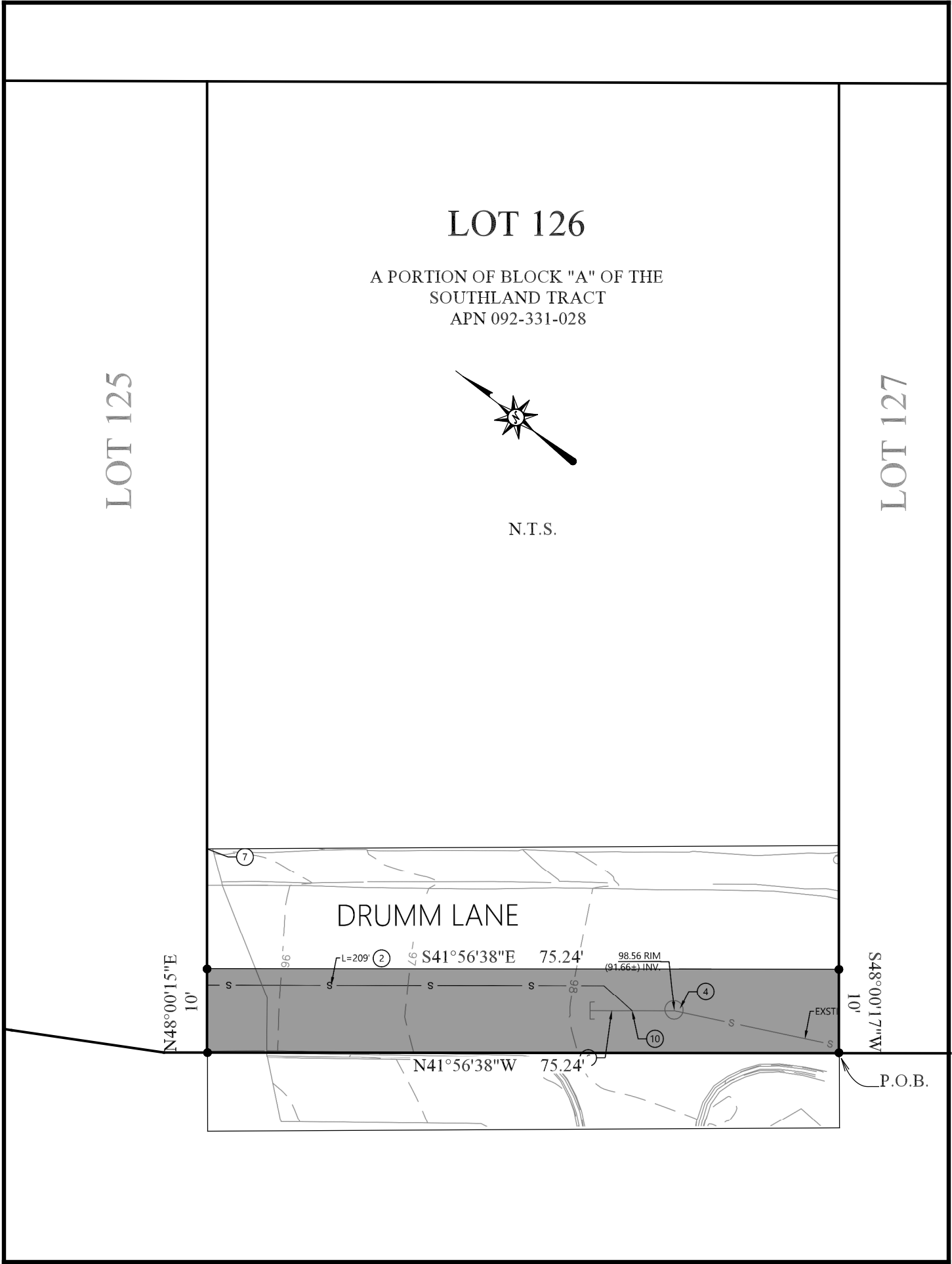
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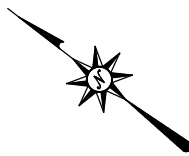
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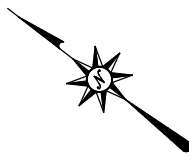
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