

# NIPOMO COMMUNITY SERVICES DISTRICT

*Serving the Community Since 1965*

## REGULAR MINUTES

**AUGUST 14, 2013, AT 9:00 A.M.**

BOARD ROOM 148 SOUTH WILSON STREET, NIPOMO, CA

### **BOARD of DIRECTORS**

JAMES HARRISON, **PRESIDENT**  
LARRY VIERHEILIG, **VICE PRESIDENT**  
DAN GADDIS, **DIRECTOR**  
BOB BLAIR, **DIRECTOR**  
CRAIG ARMSTRONG, **DIRECTOR**

### **PRINCIPAL STAFF**

MICHAEL S. LEBRUN, **GENERAL MANAGER**  
LISA BOGNUDA, **FINANCE DIRECTOR**  
MICHAEL W. SEITZ, **GENERAL COUNSEL**  
PETER SEVCIK, **DIRECTOR OF ENG. & OPS.**  
MERRIE WALLRAVIN, **BOARD CLERK**

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

**00:00:00** A. CALL TO ORDER AND FLAG SALUTE

*President Harrison called the Regular Meeting of August 14, 2013, to order at 9:00 a.m. and led the flag salute.*

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

*At roll call, all Board members were present.*

*There was no public comment.*

C. PRESENTATIONS AND PUBLIC COMMENT

**00:02:34** C-1) DIRECTORS' ANNOUNCEMENTS OF DISTRICT & COMMUNITY INTEREST AND REPORTS ON ATTENDANCE AT PUBLIC MEETINGS, TRAINING PROGRAMS, CONFERENCES, AND SEMINARS.

Receive Announcements and Reports from Directors

Director Vierheilig

- ◇ *August 7, Water Resources Advisory Committee met and discussed the Laetitia recirculated revised draft EIR.*
- ◇ *August 12, Attended Nipomo Mesa Management Area Technical Group meeting.*
- ◇ *The Dana Adobe Draft EIR is available for comment.*

Director Gaddis

- ◇ *August 17, Wings over Camarillo Air Show.*

Director Harrison

- ◇ *Commented on the Paul Teixeira's benefit BBQ raising over \$20,000.*
- ◇ *August 12, Attended Nipomo Mesa Management Area Technical Group meeting.*

00:06:46

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

*There was no public comment.*

*Upon the motion of Director Vierheilig and seconded by Director Gaddis, the Board unanimously approved to receive and file the presentations and reports as submitted. Vote 5-0.*

| YES VOTES  | NO VOTES | ABSENT |
|--|----------|--------|
| Directors Vierheilig, Gaddis, Armstrong, Blair, and Harrison | None     | None   |

*Michael LeBrun, General Manager, announced that there are added attachments for Item E-2 at the back of the room.*

00:07:31

D. CONSENT AGENDA

- D-1) WARRANTS

- D-2) APPROVE JULY 24, 2013 REGULAR BOARD MEETING MINUTES

*Michael LeBrun, General Manager, reviewed the report as presented in the Board packet. Mr. LeBrun answered questions from the Board.*

*There was no public comment.*

*Upon the motion of Director Vierheilig and seconded by Director Blair, the Board unanimously approved the Consent Agenda. Vote 5-0.*

| YES VOTES  | NO VOTES | ABSENT |
|--|----------|--------|
| Directors Vierheilig, Blair, Armstrong, Gaddis, and Harrison | None     | None   |

E. ADMINISTRATIVE ITEMS

00:15:48

- E-1) REVIEW DISTRICT DEVELOPMENT PROCESS AND FEE COLLECTION POLICY

*Michael LeBrun, General Manager, reviewed the report as presented in the Board Packet. Mike Seitz, District Legal Counsel, and Mr. LeBrun answered questions from the Board.*

*The following member of the public spoke:  
Bob Wisenburg, Nipomo resident, commented on the increased costs of water.*

*The Board gave staff suggested changes for the Development Service Procedure Summary.*

00:43:26

E-2) HILLSIDE TERRACE APARTMENT PROJECT STATUS

*Michael LeBrun, General Manager, reviewed the report as presented in the Board Packet. Mike Seitz, District Legal Counsel, and Mr. LeBrun answered questions from the Board.*

*The following member of the public spoke:*

*Bill Kengel, NCS D customer and project developer, handed the Board documents (See Exhibit "A") and commented on issues with his development.*

*Mr. Kengel answered questions from the Board.*

*Mr. Seitz answered questions from the Board.*

*The Board took no action.*

**THE BOARD TOOK A BREAK FROM 10:45 TO 11:00 A.M.**

01:45:50

E-3) CONSIDER DAVIS OUTSIDE USER REQUEST FOR WATER SERVICE

*Michael LeBrun, General Manager, reviewed the report as presented in the Board Packet. Mike Seitz, District Legal Counsel, and Mr. LeBrun answered questions from the Board.*

*The following members of the public spoke:*

*Bob Wisenburg, Nipomo resident, spoke in support of the request for water service.*

*Jim Davis, Nipomo resident, spoke in support of his request and questioned the 3,200 acre feet of supplemental water.*

*Ed Eby, NCS D customer, spoke in opposition of the request for water service.*

*Upon the motion of Director Armstrong and seconded by Director Vierheilig, the Board denied the Davis outside user request for water service.*

*Vote 4-1.*

| YES VOTES   | NO VOTES       | ABSENT |
|---|----------------|--------|
| Directors Armstrong, Vierheilig, Gaddis, and Harrison | Director Blair | None   |

02:15:43

E-4) CONSERVATION COMMITTEE REPORT AND SCOPE EXPANSION

*Michael LeBrun, General Manager, reviewed the report as presented in the Board packet. Mr. LeBrun answered questions from the Board.*

*The following member of the public spoke:*

*David Castro, Nipomo resident, commented on water conservation and the community.*

Nipomo Community Services District  
REGULAR MEETING  
MINUTES

E-4) CONSERVATION COMMITTEE REPORT AND SCOPE EXPANSION (CONTINUED)

*Upon the motion of Director Vierheilig and seconded by Director Gaddis, the Board unanimously approved expanding the Water Conservation Committee's scope to include general water resources topics and policy and renaming the committee to the Water Resources Committee.*

*Vote 5-0.*

| YES VOTES   | NO VOTES | ABSENT |
|---|----------|--------|
| Directors Vierheilig, Gaddis, Armstrong, Blair and Harrison | None     | None   |

02:32:40

E-5) CONSIDER LAETITIA AGRICULTURAL CLUSTER SUBDIVISION DRAFT ENVIRONMENTAL IMPACT REPORT

*Michael LeBrun, General Manager, reviewed the report as presented in the board packet.*

*The following member of the public spoke:*

*Ed Eby, NCSD customer, commented on the WRAC's comments.*

*Upon the motion of Director Vierheilig and seconded by Director Blair, the Board unanimously directed staff to send a letter supporting the WRAC's comments and distribute to all interested parties.*

*Vote 5-0.*

| YES VOTES  | NO VOTES | ABSENT |
|--|----------|--------|
| Directors Vierheilig, Blair, Armstrong, Gaddis, and Harrison | None     | None   |

I. CLOSED SESSION ANNOUNCEMENTS

1. CONFERENCE WITH DISTRICT LEGAL COUNSEL RE: PENDING LITIGATION PURSUANT TO GC §54956.9 SMVWCD VS. NCSD (SANTA CLARA COUNTY CASE NO. CV 770214, SIXTH APPELLATE COURT CASE NO. H032750 AND ALL CONSOLIDATED CASES).
2. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVT. CODE §54956.9(a):  
Existing litigation - 1 case: Mesa Community Alliance Vs. District, Case No. CV 130222
3. CONFERENCE WITH LEGAL COUNSEL RE: LIABILITY CLAIM PURSUANT TO GC SECTION 54956.95; TRINCON/BENING CLAIM AGAINST
4. CONFERENCE WITH LEGAL COUNSEL RE: LIABILITY CLAIM PURSUANT TO GC SECTION 54956.95; MARIA VISTA ESTATES/ROBERT LORANCE CLAIM AGAINST NCSD
5. ANNUAL PERFORMANCE REVIEW OF DISTRICT GENERAL MANAGER PURSUANT TO GOVERNMENT CODE SECTION 54957

J. PUBLIC COMMENT ON CLOSED SESSION ITEMS

There was no public comment.

K. ADJOURN TO CLOSED SESSION

02:49:13

Nipomo Community Services District  
REGULAR MEETING  
MINUTES

President Harrison adjourned to closed session at 12:05 p.m.

00:00:00

L. OPEN SESSION  
ANNOUNCEMENT OF ACTIONS, IF ANY, TAKEN IN CLOSED SESSION

The Board came back into Open Session at 1:30 p.m.

Mike Seitz, District Legal Counsel, announced that the Board discussed Items One and Two listed above under closed session announcements, but took no reportable action.

Items Three and Four listed above under closed session announcements, the Board rejected the claims and directed the General Manager to sign the rejected claims and mail them.

Item Five listed above under closed session announcements, the Board completed the General Managers evaluation.

E-6) ADOPT DRUG-FREE AWARENESS

Michael LeBrun, General Manager, reviewed the report as presented in the Board packet.

There was no public comment.

Upon the motion of Director Gaddis and seconded by Director Armstrong, the Board unanimously adopted Resolution 2013-1321, A Resolution approving and authorizing a drug free workplace policy and certification.  
Vote 5-0.

| YES VOTES  | NO VOTES | ABSENT |
|--|----------|--------|
| Directors Gaddis, Armstrong, Blair, Vierheilig, and Harrison | None     | None   |

RESOLUTION 2013-1321

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
NIPOMO COMMUNITY SERVICES DISTRICT APPROVING  
AND AUTHORIZING A DRUG FREE WORKPLACE POLICY  
AND CERTIFICATION

00:05:09

E-7) REVIEW FISCAL 2012-2013 ACCOMPLISHMENTS AND 13-14 GOALS

Michael LeBrun, General Manager, reviewed the report as presented in the Board packet.

There was no public comment.

The Board took no action.

Nipomo Community Services District  
REGULAR MEETING  
MINUTES

00:18:57

E-8) STRATEGIC PLAN DEVELOPMENT

*Michael LeBrun, General Manager, reviewed the report as presented in the Board packet.*

*There was no public comment.*

*Upon the motion of Director Armstrong and seconded by Director Vierheilig, the Board unanimously approved to proceed with the request for proposal for strategic planning facilitator and strategic plan development, as amended.  
Vote 5-0.*

| YES VOTES  | NO VOTES | ABSENT |
|--|----------|--------|
| Directors Armstrong, Vierheilig, Blair, Gaddis, and Harrison | None     | None   |

00:23:53

F. GENERAL MANAGER'S REPORT

*Michael LeBrun, General Manager, reviewed the report as presented in the Board packet. Mike Seitz, District Legal Counsel, and Mr. LeBrun answered questions from the Board.*

*There was no public comment.*

G. COMMITTEE REPORT

*There were no committee reports.*

H. DIRECTORS' REQUESTS TO STAFF AND SUPPLEMENTAL REPORTS

Director Vierheilig

- Requested an informal Water Resources Committee meeting date.

ADJOURN

*President Harrison adjourned the meeting at 2:35 p.m.*

| MEETING SUMMARY | HOURS & MINUTES    |
|-----------------|--------------------|
| Regular Meeting | 4 hours 10 minutes |
| Closed Session  | 1 hour 25 minutes  |
| TOTAL HOURS     | 5 hours 35 minutes |

AUGUST 14, 2013

REGULAR BOARD MEETING MINUTES

EXHIBIT "A"





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perpendicular to and accessible by the existing Tefft Street, in Nipomo, on one end and, on the other end, running perpendicular to and accessible by another street, currently unnamed (hereafter, "X" Street), proposed to be constructed south of and running parallel to Tefft Street; and,

Whereas, Mesa Dunes and 691 each dedicate or grant sufficient land from their property for the construction of the proposed Blume Street, to the benefit of each party and their properties, respectively; and,

Whereas, it is the desire and intent of Mesa Dunes and 691 to provide for the sharing of the costs of construction of Blume Street;

**THE UNDERSIGNED AGREE, FOR THEMSELVES, THEIR AGENTS AND EMPLOYEES, AND FOR THEIR HEIRS, ASSIGNS, TRANSFEREES, AND ALL OTHER SUCCESSORS-IN-INTEREST, AS FOLLOWS:**

(1) Mesa Dunes and 691 agree that a new street, currently designated Blume Street, shall be constructed along and centered on the property line shared by Mesa Dunes's parcel (APN 092-130-13) and 691's parcel (APN 092-130-12). The road shall be constructed in conformity with and as delineated on the plans approved by San Luis Obispo County for Tracts 2689 and 2690.

(2) Mesa Dunes and 691 shall equally share all costs of constructing Blume Street, including labor and materials, except as follows:

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- a) 691 shall timely provide, free on site, all fill dirt necessary to complete construction of Blume Street, per approved plans, including that necessary to connect Blume Street to Tefft Street, on the north, and to connect Blume Street to the proposed street (Street "X") on the south.
- b) 691 and Mesa Dunes shall share equally all costs, including labor and materials, of relocating power, television, and telephone facilities now existing in the proposed Blume Street right-of-way.
- c) Notwithstanding subsection (2)(a), above, Mesa Dunes shall pay for all costs, including labor and materials, for installing any utilities or utility lines along Blume Street the sole purpose for which is to serve additional property owned by Mesa Dunes south of proposed street "X". Said utilities shall be extended to such a point that no newly installed asphalt or concrete need be disturbed in an effort to "tie-in" to the utilities at a later date. The same requirement is to prevail for commonly-used utilities described below.
- d) 691 and Mesa Dunes shall share equally all costs, including labor and materials, for installing any utilities (i) required by code for the 691 property or (ii) to be used in any way to serve the 691 property. 691, however, shall assume all costs, including labor and materials, for any approved deviation from the approved plans that 691 may designate for its purposes, including upgrading, oversizing, or installing utilities at any specific location.
- e) Mesa Dunes shall pay all costs, including design, materials, and labor, associated with the construction of systems to accommodate drainage off Blume Road onto its property; 691 shall pay all costs, including design, materials, and labor, associated with the construction of systems to accommodate drainage off Blume Road onto its property.

(3) All work contemplated hereunder for street construction and appurtenant details for which the costs are to be shared between Mesa Dunes and 691 shall be undertaken by a licensed contractor agreed upon by Mesa Dunes and 691. Prior to the selection of a contractor, the parties shall obtain bids for the work from three licensed contractors. The bidding contractors are to be instructed to provide bids sufficiently

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itemized to facilitate the parties' assessing and apportioning their costs. The contractor to be hired shall be selected from among the three from which bids are obtained, and shall be instructed to invoice with sufficient detail to facilitate the parties' assess and apportioning their costs. In the event the parties do not agree on the contractor to undertake the work, Mesa Dunes and 691 shall each reject, in writing, one of the three contractors submitting bids. The one contractor then not disqualified shall be hired to undertake the work.

(4) There shall be no changes to or deviation from the approved plans regarding the road construction contemplated herein, unless such changes are delineated in a writing signed by both Mesa Dunes and 691 and are approved by all relevant supervisory agencies.

(5) All work contemplated by this Agreement to be performed shall in fact be undertaken promptly after execution of this Agreement and pursued expeditiously and to completion. The work contemplated by this Agreement shall not be deferred in any way or substituted by bonding.

(6) In the event any disputes develop between the parties, including any successors-in-interest thereto, arising from or related to this Agreement, the dispute shall first be submitted to mediation. Mediation shall be conducted by an attorney-mediator with membership in the San Luis Obispo County Bar Association's Alternative Dispute Resolution Section. Mediation shall be commenced within thirty (30) days of a party to the dispute under this Agreement requesting mediation pursuant to this paragraph to address the dispute. A party hereto shall request mediation by giving

1 written notice of the request to the other party to the dispute, mailed by first-class mail to  
 2 the addresses set forth below or to such other address as a party may designate in  
 3 writing. (Notice to a successor-in-interest may be given to the usual business or home  
 4 address provided for the successor-in-interest.) The costs of mediation shall be  
 5 equally divided among the parties to the mediation.  
 6

7  
 8 (7) In the event of litigation, the prevailing party shall recover reasonable  
 9 attorney fees, but shall be entitled to recover attorney fees under this paragraph only if  
 10 the prevailing party timely participated in mediation under paragraph 6 of this  
 11 Agreement.  
 12

13 (8) Any notices or correspondence related to this Agreement shall be sent  
 14 first-class mail to the following addresses:  
 15

16 691 West Tefft Street LLC  
 17 ATTN: Terrence Flatley  
 18 1248 E. Grand Avenue  
 Arroyo Grande, CA 93420.

Mesa Dunes Investments, Inc.  
 ATTN: William G. Kengel  
 Post Office Box 267  
 Avila Beach, CA 93424

19  
 20 (8) This Agreement and its covenants shall run with the land to which it  
 21 relates, in accordance with California Civil Code §1462, and shall inure to the benefit of  
 22 the heirs, assigns, devisees, transferees, and all other successors-in-interest of the  
 23 parties herein.  
 24

25  
 26 (9) Any party hereto may record this Agreement, or a short-form version, in  
 27 the Office of the Recorder for San Luis Obispo County.  
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(10) Each signatory below warrants their capacity and authority to enter into this Agreement.

(11) This Agreement constitutes the entire agreement between the parties. The terms of this Agreement may be modified only by another writing executed by the parties hereto, or by their successors-in-interest.

Dated: August 5, 2007

  
Mesa Dunes Investments, Inc.  
By: William G. Kengel  
Corporate President

Dated: August , 2007

  
691 West Tefft Street, LLC  
By: Terrence B. Flatley, Inc.  
Managing Member  
Terrence B. Flatley  
Corporate President

Dated: August 7, 2007

  
691 West Tefft Street, LLC  
By: Hugh B. Thorson  
Managing Member

Recording Requested By:

William G. Kengel

Return to:

William G. Kengel  
Mesa Dunes Investments, Inc.  
P.O. Box 267  
Avila Beach, CA 93424

**JULIE RODEWALD**  
San Luis Obispo County - Clerk/Recorder  
Recorded at the request of  
**Public**

AM  
6/12/2008  
12:16 PM

DOC#: **2008030713**



Titles: 1 Pages: 4

|        |         |
|--------|---------|
| Fees   | 18.00   |
| Taxes  | 0.00    |
| Others | 0.00    |
| PAID   | \$18.00 |

Document Title(s)

Notice of Agreement for Road Construction

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**NOTICE OF AGREEMENT FOR ROAD CONSTRUCTION**

Notice is hereby given that on or about August 15, 2007, an Agreement for Road Construction was made by and between the following parties:

(1) Mesa Dunes Investment, Inc., a California corporation.

(2) 691 West Tefft Street, LLC, a California Limited Liability Company

The Agreement for Road Construction contemplates construction of a road between, and affects and involves, the following adjacent two parcels of real property, located in the County of San Luis Obispo:

(1) APN 092-130-13, owned by Mesa Dunes Investments, Inc., and more particularly described as:

The Easterly 210 feet of Lot 4 of the Resubdivision of the Westerly part of Lot 25 of H.C. Ward's Subdivision of the Nipomo Rancho, in the County of San Luis Obispo, State of California, according to map recorded November 12, 1887 in Book A at page 19 of Maps, in the office of the County Recorder of said County.

Excepting therefrom that portion of said land described in deed to the County of San Luis Obispo recorded January 13, 1991 as Document No. 332 in Book 3629 at page 370 of Official Records.

2) APN 092-130-12, owned by 691 West Tefft Street, LLC, and more particularly described as:


The west ½ of Lot 5, in the County of San Luis Obispo, State of California, according to a map entitled Map of the Resubdivision of the Westerly Part of Lot 25 of H.C. Ward's Subdivisions of the Nipomo Rancho, the property of Eliseo Dana, partly surveyed and map drawn by George Story, County Surveyor, February 1887 and recorded in Book A, page 19 of Maps, in the office of the County Recorder of said County.

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Notice is further given that the Agreement for Road Construction, by its express terms, runs with the lands to which it relates, as described above, pursuant to Civil Code §1462, and inures to the benefit of the heirs, assignees, devisees, transferees, and all other successors-in-interest of the parties to said Agreement for Road Construction.

This notice is recorded in compliance with the express terms of the Agreement for Road Construction.

Dated: June 11, 2008

  
WILLIAM G. KENGEL  
President  
Mesa Dunes Investments, Inc.



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San Luis Obispo

On June 11, 2008 before me, SARA HOCKADAY, Notary Public

personally appeared William George Kengel



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/hers/their authorized capacity(ies), and that by his/hers/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 the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Notice of Agreement for Road Construction

Document Date: June 11, 2008 Number of Pages: 3

Signer(s) Other Than Named Above: none

**Capacity(ies) Claimed by Signer(s)**

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

**END OF DOCUMENT**

**WESTLAND ENGINEERING, INC.**



**LETTER OF TRANSMITTAL**

|   |           |         |       |
|---|-----------|---------|-------|
| DATE  | 9/17/2009 | JOB NO. | 6.005 |
| ATTENTION<br>Peter Sevck                      |           |         |       |
| RE:<br>Mylar Water & Sewer As-Built Plans     |           |         |       |
| Parcel Map CO 06-0225 / Mesa Dunes Investment |           |         |       |
| Bill Kengel                                   |           |         |       |

TO: Nipomo Community Service District  
148 S. Wilson Street  
Nipomo, CA 93444

**WE ARE SENDING YOU**  ATTACHED  UNDER SEPARATE COVER VIA: Hand-Delivered

- Originals       Prints       CD  
 Plans             Copy of Letter

| Copies | Date | No.      | Description  |
|--------|------|----------|--|
| 1 Set  |      | 5 Sheets | Engineer & Cal-Fire Signed Set of Mylar As-Built Plans |
| 1 Set  |      | 5 Sheet  | Copy of Mylar As-Built Plans                           |
|        |      |          |  |
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**THESE ARE TRANSMITTED** as checked below:

- For approval       For your file       For checking  
 For your use       As requested       For review and comment  
 Signature

REMARKS

Please accept the attached Water & Sewer As-Built Plans for your review and approval.

If you have any questions please call us at 541-2394.

Thank You,

COPY TO: \_\_\_\_\_

SIGNED: Terry Orton / Terri Etteddgue

# NIPOMO COMMUNITY



# SERVICES DISTRICT

### BOARD MEMBERS

JAMES HARRISON, PRESIDENT  
LARRY VIERHEILIG, VICE PRESIDENT  
MICHAEL WINN, DIRECTOR  
CLIFFORD TROTTER, DIRECTOR  
ED EBY, DIRECTOR

### STAFF

LISA BOGNUDA, ACTING GENERAL MANAGER  
JON SEITZ, GENERAL COUNSEL  
PETER SEVCIK, P.E., DISTRICT ENGINEER

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

## LETTER OF TRANSMITTAL

TO: Westland Engineering, Inc.  
3480 S Higuera Street, Suite 130  
San Luis Obispo, CA 93401

DATE: November 18, 2009  
PROJECT: CO 06-0225  
ATTN: Terry Orton

WE ARE SENDING YOU THE FOLLOWING ITEMS:

| Copies | Date | Description                |
|--------|------|----------------------------|
| 1      |      | Approved Improvement Plans |
|        |      |                            |
|        |      |                            |
|        |      |                            |
|        |      |                            |

THESE ARE TRANSMITTED AS CHECKED BELOW:

- For Review & Comment     Approved as Submitted     Submit Mylar for Signature  
 Returned for Corrections     Resubmit 3 Copies for Review  
 For Your Use     Submit 3 Sets of Approved Construction Plans  
 Other:

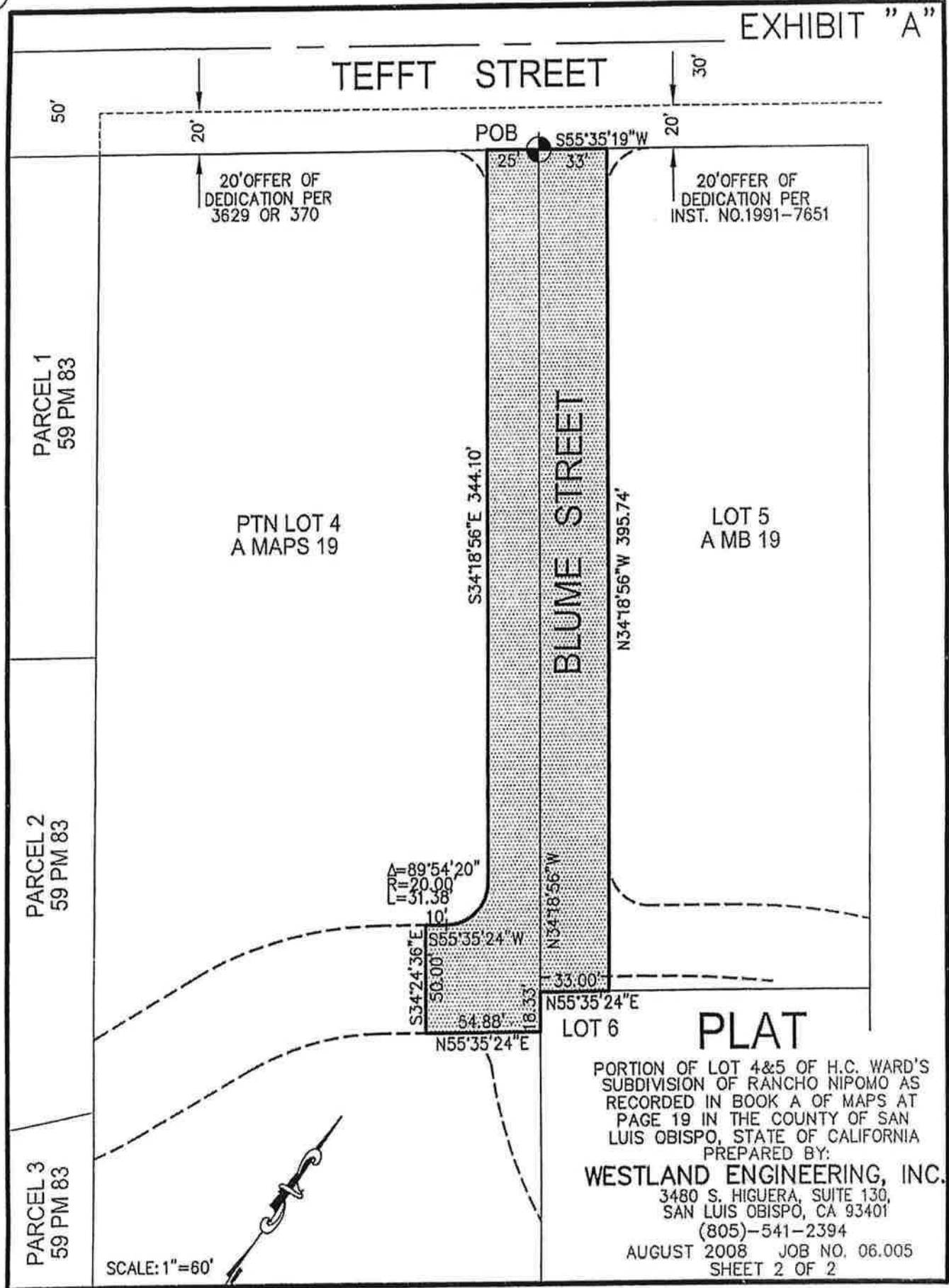
COMMENTS: \_\_\_\_\_

COPY TO: \_\_\_\_\_

SIGNED: Peter V. Sevcik      DATE: 11/18/2009

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EXHIBIT "A"



PARCEL 1  
59 PM 83

PARCEL 2  
59 PM 83

PARCEL 3  
59 PM 83

PTN LOT 4  
A MAPS 19

LOT 5  
A MB 19

BLUME STREET

TEFFT STREET

LOT 6

PLAT

PORTION OF LOT 4&5 OF H.C. WARD'S  
 SUBDIVISION OF RANCHO NIPOMO AS  
 RECORDED IN BOOK A OF MAPS AT  
 PAGE 19 IN THE COUNTY OF SAN  
 LUIS OBISPO, STATE OF CALIFORNIA  
 PREPARED BY:

**WESTLAND ENGINEERING, INC.**  
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 AUGUST 2008 JOB NO. 06.005  
 SHEET 2 OF 2

SCALE: 1" = 60'

*Location of easement.*