

TO: BOARD OF DIRECTORS  
REVIEWED: RAY DIENZO, P.E. R.D.  
GENERAL MANAGER  
FROM: PETER V. SEVCIK, P.E.  
DIRECTOR OF  
ENGINEERING & OPERATIONS  
DATE: October 17, 2024

**AGENDA ITEM  
D-5  
OCTOBER 23, 2024**

**ACCEPT OFFER OF WATER AND SEWER IMPROVEMENTS  
AND DEED RESTRICTIONS FOR TRACT 3163**

**ITEM**

Accept offer of water and sewer improvements as well as deed restrictions for Tract 3163, a 10 parcel residential development on Branch Street in Nipomo [RECOMMEND ADOPT RESOLUTION ACCEPTING OFFER OF IMPROVEMENTS AND DEED RESTRICTIONS].

**BACKGROUND**

Upon completion of a developer's project, the District accepts improvements for the project after all requirements have been met. People's Self Help Housing, the developer of Tract 3163, a 10 parcel residential development on Branch Street Lane in Nipomo, has met the District's standard conditions. 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 engineer's certification
- Provided project as-built drawings

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 District Capacity Fees in the amount of \$272,600. The project's plan check and inspection account has a balance of approximately \$9400.

**RECOMMENDATION**

By motion and roll call vote, adopt the attached Resolution to accept offer of water and sewer improvements and deed restrictions for Tract 3163.

**ATTACHMENTS**

- A. Resolution 2024-XXXX Accepting Tract 3163
- B. Deed Restriction Lot 1 of Tract 3163 – Resolution Exhibit A
- C. Deed Restriction Lot 2 of Tract 3163 – Resolution Exhibit B
- D. Deed Restriction Lot 3 of Tract 3163 – Resolution Exhibit C
- E. Deed Restriction Lot 4 of Tract 3163 – Resolution Exhibit D
- F. Deed Restriction Lot 5 of Tract 3163 – Resolution Exhibit E
- G. Deed Restriction Lot 6 of Tract 3163 – Resolution Exhibit F
- H. Deed Restriction Lot 7 of Tract 3163 – Resolution Exhibit G
- I. Deed Restriction Lot 8 of Tract 3163 – Resolution Exhibit H
- J. Deed Restriction Lot 9 of Tract 3163 – Resolution Exhibit I
- K. Deed Restriction Lot 10 of Tract 3163 – Resolution Exhibit J

OCTOBER 23, 2024

ITEM D-5

ATTACHMENT A

**NIPOMO COMMUNITY SERVICES DISTRICT  
RESOLUTION NO. 2024-17XX**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE NIPOMO COMMUNITY SERVICES DISTRICT  
ACCEPTING TRACT 3163 DEED RESTRICTIONS,  
WATER IMPROVEMENTS, AND SEWER IMPROVEMENTS**

**WHEREAS**, People's Self Help Housing (herein the "Owner") is the owner of certain real property identified as Tract Map 3163 (herein the "Project") situated within the Nipomo Community Services District (the "District") on Branch Street in Nipomo; and

**WHEREAS**, the District approved the construction plans on October 4, 2022, 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**, on August 20, 2024 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 transferred title of individual lots within the Project to new homeowners (herein "Homeowners"); and

**WHEREAS**, Homeowners have individually offered to the District a deed restriction and agreement for Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 of the Project (Exhibits A, B, C, D, E, F, G, H, I, and J); and

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

**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 deed restrictions and agreements for Tract Map 3163 attached hereto as Exhibits A, B, C, D, E, F, G, H, I and J, 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 deed restrictions and agreements attached hereto as Exhibits A, B, C, D, E, F, G, H, I and J.
4. That the water and sewer improvements constructed to serve Tract Map 3163 in Nipomo are accepted by the District.

**NIPOMO COMMUNITY SERVICES DISTRICT  
RESOLUTION NO. 2024-17XX**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE NIPOMO COMMUNITY SERVICES DISTRICT  
ACCEPTING TRACT 3163 DEED RESTRICTIONS,  
WATER IMPROVEMENTS, AND SEWER IMPROVEMENTS**

5. That staff is authorized to set water meters to serve the Project once all 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 of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and on the following roll call vote, to wit:

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

The foregoing resolution is hereby adopted this 23<sup>rd</sup> day of October 2024.

\_\_\_\_\_  
**ED EBY**  
President, Board of Directors

ATTEST:

APPROVED AS TO FORM AND  
LEGAL EFFECT:

\_\_\_\_\_  
**RAY DIENZO**  
General Manager and  
Secretary to the Board

\_\_\_\_\_  
**CRAIG A. STEELE**  
District Legal Counsel

OCTOBER 23, 2024

ITEM D-5

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

---

APN #: 090-095-024

**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 9/7, 2024, by and between Juan Carlos Heredia Ubias and Teresa Heredia, (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.

////

////

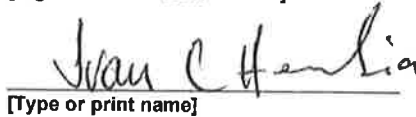
**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to be effective the date the District executes the Certificate of Acceptance.

GRANTOR(S):

  
[Signature must be Notarized]

  
[Signature must be Notarized]

  
[Type or print name]

  
[Type or print name]

Date: 9-7-24

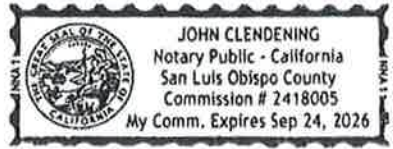
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF San Luis Obispo )

On 9/7/24, before me, John Clendening, Notary Public, personally appeared Teresa Hercoia, 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]  
Name: \_\_\_\_\_  
Notary Public

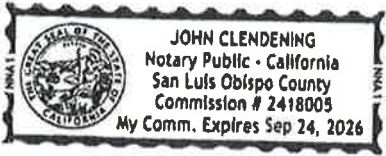
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF San Luis Obispo )

On 9/7/24, before me, John Clendening, Notary Public, personally appeared Juan Carlos Herrera Ubias, 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.



Name: [Signature]  
Notary Public

**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:

\_\_\_\_\_  
Raymond Dienzo, 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 7/28 , 2023 , as Document No. 2023021899 , in Book \_\_\_\_\_ Page \_\_\_\_\_ , 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: 9/10/24

TRUST DEED BENEFICIARIES  
AND/OR MORTGAGES

*People's Self-Help Housing Corp.*

  
\_\_\_\_\_  
*Sheryl Flores, Asst. Sec.*

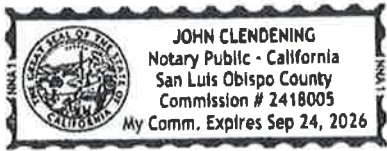
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF San Luis Obispo )

On 9/10/24, before me, John Clendening, Notary Public, personally appeared Sheryl Flores, 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]  
Name: \_\_\_\_\_  
Notary Public

**Exhibit A**  
**Legal Description**

A.P.N.: 090-095-024

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

Lot 1 of Tract No. 3163, in the County of San Luis Obispo, State of California, according to map recorded December 16, 2022 in Book 42, pages 34 through 37 of Maps.

OCTOBER 23, 2024

ITEM D-5

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 #: 090-095-025

**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 9/7, 2024, by and between Raymond Carl Fisher, Jr., (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.**

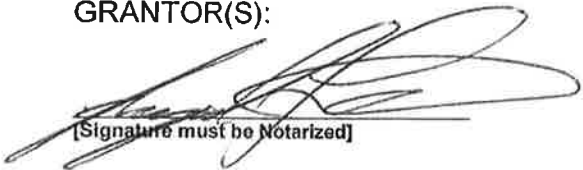
All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) 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):

  
[Signature must be Notarized]

Raymond Fisher  
[Type or print name]

\_\_\_\_\_  
[Signature must be Notarized]

\_\_\_\_\_  
[Type or print name]

Date: 9-7-24

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 9/7/24, before me, John Clendening, Notary Public, personally appeared Raymond Carl Fisher Jr., 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]  
Name. \_\_\_\_\_  
Notary Public

**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:

\_\_\_\_\_  
Raymond Dienzo, 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 717, 2023, as Document No. 2023019158, in Book \_\_\_\_\_ Page \_\_\_\_\_, 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: 9/10/24

TRUST DEED BENEFICIARIES  
AND/OR MORTGAGES

*People's Self-Help Housing Corp.*



Sheryl Flores, Asst Secretary

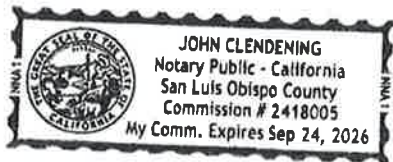
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

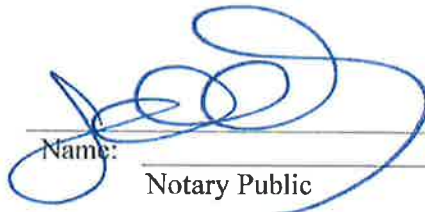
STATE OF CALIFORNIA )  
 )  
COUNTY OF San Luis Obispo )

On 9/10/24, before me, John Clendening, Notary Public, personally appeared Sheryl Flores, 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.



  
Name: \_\_\_\_\_  
Notary Public

**Exhibit A**

**Legal Description**

A.P.N.: 090-095-025

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

Lot 2 of Tract No. 3163, in the County of San Luis Obispo, State of California, according to map recorded December 16, 2022 in Book 42, pages 34 through 37 of Maps.



OCTOBER 23, 2024

ITEM D-5

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

---

APN #: 090-095-026

**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 9/7, 2024, by and between Crystal Nicole Serna, (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.**

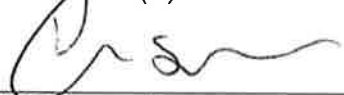
All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) 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.

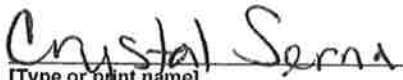
////

////

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

GRANTOR(S):

  
\_\_\_\_\_  
[Signature must be Notarized]

  
\_\_\_\_\_  
[Type or print name]

\_\_\_\_\_  
[Signature must be Notarized]

\_\_\_\_\_  
[Type or print name]

Date: 9/7/24

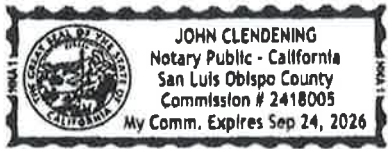
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF San Luis Obispo )

On 9/7/24, before me, John Clendening, Notary Public, personally appeared Crystal Nicole Serna, 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]  
Name: \_\_\_\_\_  
Notary Public

**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:

\_\_\_\_\_  
Raymond Dienzo, 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 7/28, 2023, as Document No. 2023021903, in Book \_\_\_\_\_ Page \_\_\_\_\_, 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: 9/10/24

TRUST DEED BENEFICIARIES  
AND/OR MORTGAGES  
*People's Self-Help Housing Corp.*  
*Sheryl Flores*  
Sheryl Flores

---

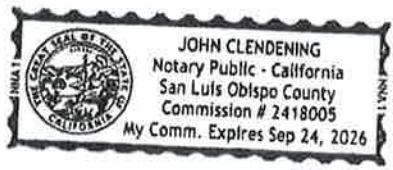
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF San Luis Obispo )

On 9/10/24, before me, John Clendening, Notary Public, personally appeared Sheryl Flores, 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]  
Name: \_\_\_\_\_  
Notary Public



**Exhibit A**

**Legal Description**

A.P.N.: 090-095-026

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

Lot 3 of Tract No. 3163, in the County of San Luis Obispo, State of California, according to map recorded December 16, 2022 in Book 42, pages 34 through 37 of Maps.

OCTOBER 23, 2024

ITEM D-5

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 #: 090-095-027

**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 9/7/24, 20\_\_\_\_, by and between Violeta Garcia and Luis Alberto Carbajal, (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):

*Violeta Garcia*  
[Signature must be Notarized]

*Luis C.*  
[Signature must be Notarized]

VIOLETA GARCIA  
[Type or print name]

Luis Carbajal  
[Type or print name]

Date: 9/1/24

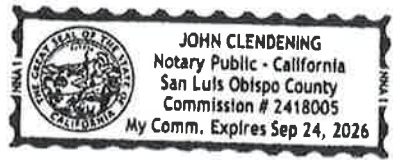
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF San Luis Obispo )

On 9/7/24, before me, John Clendening, Notary Public, personally appeared Violeta Garcia, 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.



[Handwritten Signature]  
Name: \_\_\_\_\_  
Notary Public

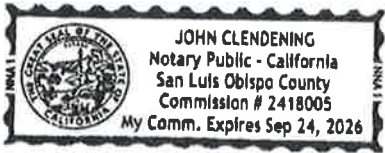
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF San Luis Obispo )

On 9/7/24, before me, John Clendening, Notary Public, personally appeared Wis Alberto Carbajal, 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]  
Name: \_\_\_\_\_  
Notary Public

**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:

\_\_\_\_\_  
Raymond Dienzo, 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 7/28 \_\_\_\_\_, 2023, as Document No. 2023021927, in Book \_\_\_\_\_ Page \_\_\_\_\_, 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: 9/10/24

TRUST DEED BENEFICIARIES  
AND/OR MORTGAGES  
*People's Self-Help Housing Corp.*  
*Sheryl Flores*  
Sheryl Flores, Asst. Secretary

---

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.

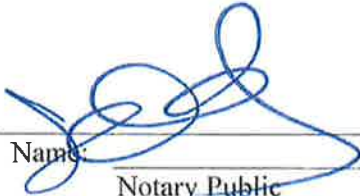
STATE OF CALIFORNIA )  
 )  
COUNTY OF San Luis Obispo )

On 9/10/24, before me, John Clendening, Notary Public, personally appeared Sheryl Flores, 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.



  
Name: \_\_\_\_\_  
Notary Public

**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 7/28 \_\_\_\_\_, 2023, as Document No. 2023021928 \_\_\_\_\_, in Book \_\_\_\_\_ Page \_\_\_\_\_, 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: 9/10/24

TRUST DEED BENEFICIARIES  
AND/OR MORTGAGES  
*People's Self-Help Housing Corp.*  
*Sheryl Flores*  
Sheryl Flores, Asst. Sec.

---

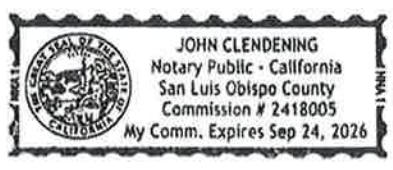
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF San Luis Obispo )

On 9/10/24, before me, John Clendening, Notary Public, personally appeared Sheryl Flores, 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]  
Names \_\_\_\_\_  
Notary Public

**Exhibit A**

**Legal Description**

A.P.N.: 090-095-027

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

Lot 4 of Tract No. 3163, in the County of San Luis Obispo, State of California, according to map recorded December 16, 2022 in Book 42, pages 34 through 37 of Maps.

OCTOBER 23, 2024

ITEM D-5

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

---

APN #: 090-095-028

**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 9/7/24, 20\_\_\_\_, by and between Anthony Ronald Cordero and Rebecca Elaine Cordero, (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.**

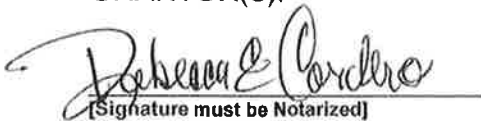
All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) 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):

  
[Signature must be Notarized]

Rebecca E Cordero  
[Type or print name]

  
[Signature must be Notarized]

Anthony Cordero  
[Type or print name]

Date: Sept. 7, 2024

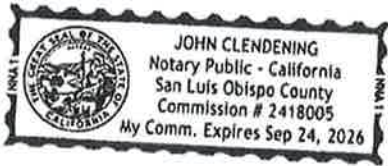
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF San Luis Obispo )

On 9/7/24, before me, John Clendening, Notary Public, personally appeared Anthony Romulo Cordeiro, 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]  
Name: \_\_\_\_\_  
Notary Public

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.

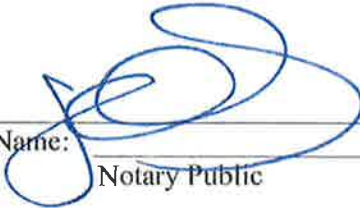
STATE OF CALIFORNIA )  
 )  
COUNTY OF San Luis Obispo )

On 9/17/24, before me, John Clendening, Notary Public, personally appeared Rebecca Elaine Cordeiro, 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.



  
Name: \_\_\_\_\_  
Notary Public

**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:

\_\_\_\_\_  
Raymond Dienzo, 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 7/28 , 2023 , as Document No. 2023021920 , in Book \_\_\_\_\_ Page \_\_\_\_\_ , 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: 9/10/24

TRUST DEED BENEFICIARIES  
AND/OR MORTGAGES

*People's Self-Help Housing Corp*

*Sheryl Flores*

\_\_\_\_\_  
*Sheryl Flores, Asst. Sec.*

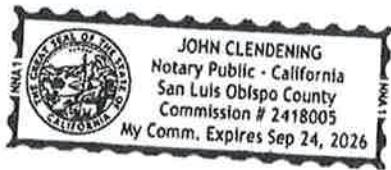
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

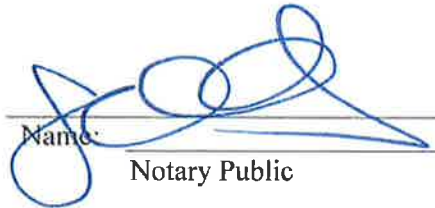
STATE OF CALIFORNIA )  
 )  
COUNTY OF San Luis Obispo )

On 9/10/24, before me, John Clendenning, Notary Public, personally appeared Sheryl Flores, 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.



  
Name \_\_\_\_\_  
Notary Public

**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 7/28 , 2023 , as Document No. 2023021921 , in Book \_\_\_\_\_ Page \_\_\_\_\_ , 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: 9/10/24

TRUST DEED BENEFICIARIES  
AND/OR MORTGAGES

*People's Self-Help Housing Corp*

*Sheryl Flores*

\_\_\_\_\_  
*Sheryl Flores, Asst Sec*

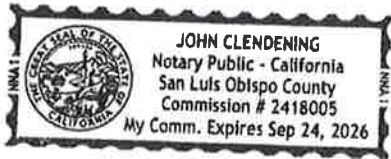
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF San Luis Obispo )

On 9/10/24, before me, John Clendening, Notary Public, personally appeared Sheryl Flores, 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]  
Name: \_\_\_\_\_  
Notary Public



**Exhibit A**

**Legal Description**

A.P.N.: 090-095-028

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

Lot 5 of Tract No. 3163, in the County of San Luis Obispo, State of California, according to map recorded December 16, 2022 in Book 42, pages 34 through 37 of Maps.

OCTOBER 23, 2024

ITEM D-5

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 #: 090-095-029

**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 9/7, 2024, by and between Ismael Lopez-Aguirre and Edith Lopez-Castrejon, (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.**

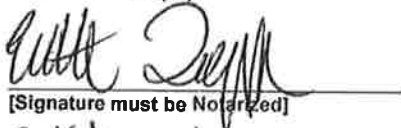
All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) 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.

////

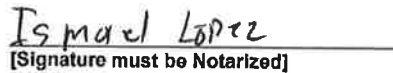
////

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

GRANTOR(S):

  
[Signature must be Notarized]

Edith Lopez  
[Type or print name]

  
[Signature must be Notarized]

Ismael Lopez  
[Type or print name]

Date: 9/7/24

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 9/7/24, before me, John Clendening, Notary Public, personally appeared Epith Lopez - Castrojan, 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]  
Name: \_\_\_\_\_  
Notary Public

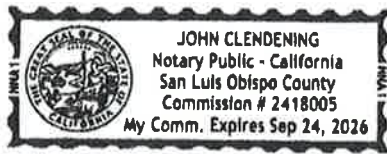
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF San Luis Obispo )

On 9/7/24, before me, John Clendening, Notary Public, personally appeared Ismael Lopez - Aguirre, 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.



Name: [Signature]  
Notary Public

**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:

\_\_\_\_\_  
Raymond Dienzo, 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 7/28 , 2023 , as Document No. 2023021956 , in Book \_\_\_\_\_ Page \_\_\_\_\_ , 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: 9/10/24

TRUST DEED BENEFICIARIES  
AND/OR MORTGAGES  
*People's Self-Help Housing Corp.*  
*Sheryl Flores*  
*Sheryl Flores, Asst. Sec.*

---

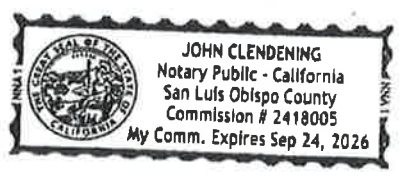
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF San Luis Obispo )

On 9/10/24, before me, John Clendening, Notary Public, personally appeared Sheryl Flores, 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]  
Name \_\_\_\_\_  
Notary Public

**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 7/28 , 2023 , as Document No. 2023021957 , in Book \_\_\_\_\_ Page \_\_\_\_\_ , 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: 9/10/24

TRUST DEED BENEFICIARIES  
AND/OR MORTGAGES

*People's Self-Help Housing Corp.*

*Sheryl Flores*

\_\_\_\_\_  
Sheryl Flores, Asst. Sec.

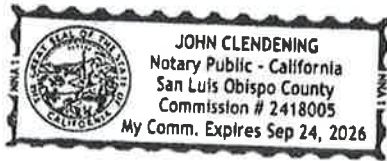
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF San Luis Obispo )

On 9/10/24, before me, John Clendening, Notary Public, personally appeared Sheryl Flores, 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]  
Name \_\_\_\_\_  
Notary Public \_\_\_\_\_

**Exhibit A**

**Legal Description**

A.P.N.: 090-095-029

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

Lot 6 of Tract No. 3163, in the County of San Luis Obispo, State of California, according to map recorded December 16, 2022 in Book 42, pages 34 through 37 of Maps.

OCTOBER 23, 2024

ITEM D-5

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

---

APN #: 090-095-030

**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 9/7, 2024, by and between Carrie Briscoe, (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.**

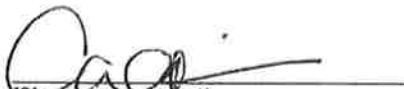
All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) 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):

  
[Signature must be Notarized]

\_\_\_\_\_  
[Signature must be Notarized]

Carrie Briscoe  
[Type or print name]

\_\_\_\_\_  
[Type or print name]

Date: 9-7-2024

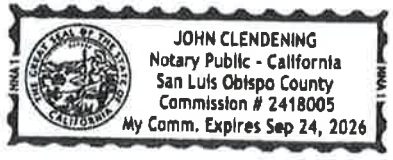
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF San Luis Obispo )

On 9/7/24, before me, John Clendening, Notary Public, personally appeared Carrie Briscoe, 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]  
Name: \_\_\_\_\_  
Notary Public

**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:


\_\_\_\_\_  
Raymond Dienzo, 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 7/28 , 2023 , as Document No. 2023022008 , in Book \_\_\_\_\_ Page \_\_\_\_\_ , 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: \_\_\_\_\_

TRUST DEED BENEFICIARIES  
AND/OR MORTGAGES  
*People's Self-Help Housing Corp.*  
  
\_\_\_\_\_  
*Sheryl Flores, Ass't Sec.*

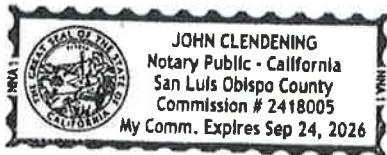
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

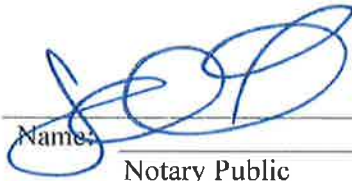
STATE OF CALIFORNIA )  
 )  
COUNTY OF San Luis Obispo )

On 9/10/24, before me, John Clendening, Notary Public, personally appeared Sheryl Flores, 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.



  
\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

**Exhibit A**

**Legal Description**

A.P.N.: 090-095-030

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

Lot 7 of Tract No. 3163, in the County of San Luis Obispo, State of California, according to map recorded December 16, 2022 in Book 42, pages 34 through 37 of Maps.

OCTOBER 23, 2024

ITEM D-5

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 #: 090-095-031

**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 9/7 2024, by and between Nancy Ayon, (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):

  
\_\_\_\_\_  
[Signature must be Notarized]

\_\_\_\_\_  
[Signature must be Notarized]

Nancy Ayon  
\_\_\_\_\_  
[Type or print name]

\_\_\_\_\_  
[Type or print name]

Date: 9-7-24

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 9/7/24 before me, John Clendening, Notary Public,  
personally appeared Nancy Ayon, 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]  
Name: \_\_\_\_\_  
Notary Public

**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:

\_\_\_\_\_  
Raymond Dienzo, 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 7/28 , 2023 , as Document No. 2023021932 , in Book \_\_\_\_\_ Page \_\_\_\_\_ , 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: 9/10/24

TRUST DEED BENEFICIARIES  
AND/OR MORTGAGES

*People's Self-Help Housing*

*Sheryl Flores*

Sheryl Flores, Asst. Sec.

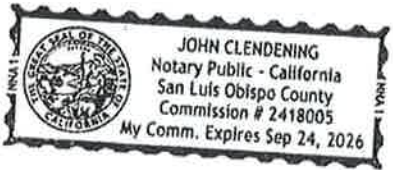
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

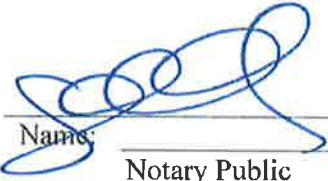
STATE OF CALIFORNIA )  
 )  
COUNTY OF San Luis Obispo )

On 9/10/24, before me, John Clendening, Notary Public, personally appeared Sheryl Flores, 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.



  
\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

**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 7/28 , 2023 , as Document No. 2023021933 , in Book \_\_\_\_\_ Page \_\_\_\_\_ , 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: 9/10/24

TRUST DEED BENEFICIARIES  
AND/OR MORTGAGES  
*People's Self-Help Housing Corp.*

*Sheri Flores*  
*Sheri Flores, Asst. Sec.*

---

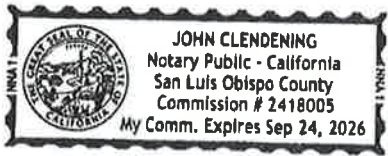
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF San Luis Obispo )

On 9/10/24, before me, John Clendening, Notary Public, personally appeared Sheryl Flork, 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]  
Name \_\_\_\_\_  
Notary Public



**Exhibit A**

**Legal Description**

A.P.N.: 090-095-031

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

Lot 8 of Tract No. 3163, in the County of San Luis Obispo, State of California, according to map recorded December 16, 2022 in Book 42, pages 34 through 37 of Maps.

OCTOBER 23, 2024

ITEM D-5

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 #: 090-095-032

**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 9/7

2024, by and between Marcela Ando Cortez, (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.**

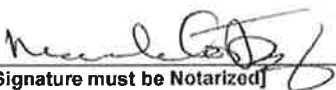
All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) 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):

  
[Signature must be Notarized]

\_\_\_\_\_  
[Signature must be Notarized]

Marcela Cortez  
[Type or print name]

\_\_\_\_\_  
[Type or print name]

Date: 9/7/24

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.

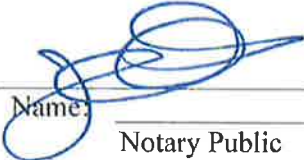
STATE OF CALIFORNIA )  
 )  
COUNTY OF San Luis Obispo )

On 9/7/24, before me, John Clendening, Notary Public, personally appeared Marcela Anad Cortez, 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.



  
Name: \_\_\_\_\_  
Notary Public

**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:

\_\_\_\_\_  
Raymond Dienzo, 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 7/28 , 2023 , as Document No. 2023021915 , in Book \_\_\_\_\_ Page \_\_\_\_\_ , 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: 9/10/24

TRUST DEED BENEFICIARIES  
AND/OR MORTGAGES

*People's Self-Help Housing Corp*

*Sheryl Flores*

*Sheryl Flores, Asst. Sec.*



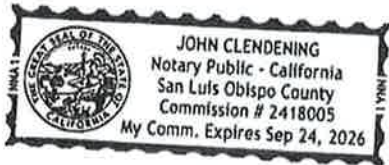
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF San Luis Obispo )

On 9/10/24, before me, John Clendening, Notary Public, personally appeared Sheryl Flores, 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.



  
Name: \_\_\_\_\_  
Notary Public

**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 7/28 , 2023 , as Document No. 2023021916 , in Book \_\_\_\_\_ Page \_\_\_\_\_ , 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: \_\_\_\_\_

TRUST DEED BENEFICIARIES  
AND/OR MORTGAGES

*People's Self-Help Housing Corp.*

*Sheryl Flores*

\_\_\_\_\_  
*Sheryl Flores, Asst. Sec.*

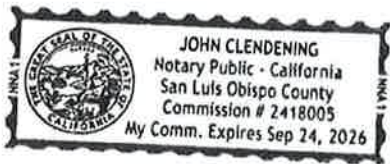
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF San Luis Obispo )

On 9/10/24, before me, John Clendening, Notary Public, personally appeared Sheryl Flores, 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.



[Handwritten Signature]  
Name: \_\_\_\_\_  
Notary Public

**Exhibit A**

**Legal Description**

A.P.N.: 090-095-032

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

Lot 9 of Tract No. 3163, in the County of San Luis Obispo, State of California, according to map recorded December 16, 2022 in Book 42, pages 34 through 37 of Maps.

OCTOBER 23, 2024

ITEM D-5

ATTACHMENT K

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 #: 090-095-033

**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 9/7, 2024, by and between Noemi Velasquez, (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):

\_\_\_\_\_  
[Signature must be Notarized]

\_\_\_\_\_  
[Type or print name]

*Noemi Velasquez*

\_\_\_\_\_  
[Signature must be Notarized]

\_\_\_\_\_  
[Type or print name]

Date: 9/7/2024



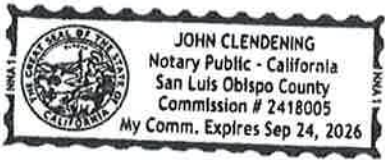
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

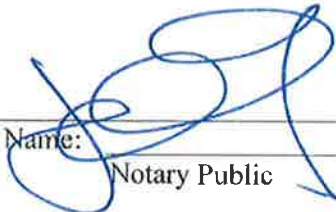
STATE OF CALIFORNIA )  
 )  
COUNTY OF San Luis Obispo )

On 9/7/24 before me, John Clendening, Notary Public, personally appeared Noemi Velasquez, 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.



  
Name: \_\_\_\_\_  
Notary Public

**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:

\_\_\_\_\_  
Raymond Dienzo, 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 77 , 2023 , as Document No. 2023019122 , in Book \_\_\_\_\_ Page \_\_\_\_\_ , 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: 9/10/24

TRUST DEED BENEFICIARIES  
AND/OR MORTGAGES  
*People's Self-Help Housing Corp.*  
*Sheryl Flores*  
*Sheryl Flores, Asst. Sec.*

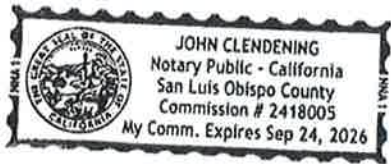
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF San Luis Obispo )

On 9/10/24, before me, John Clendening, Notary Public, personally appeared Sheryl Flores, 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]  
Name: \_\_\_\_\_  
Notary Public

**Exhibit A**

**Legal Description**

A.P.N.: 090-095-033

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

Lot 10 of Tract No. 3163, in the County of San Luis Obispo, State of California, according to map recorded December 16, 2022 in Book 42, pages 34 through 37 of Maps.