TO:

BOARD OF DIRECTORS

R.D REVIEWED: RAY DIENZO, P.E.

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 23rd day of October 2024. **ED EBY** President, Board of Directors ATTEST: APPROVED AS TO FORM AND LEGAL EFFECT: **RAY DIENZO**

CRAIG A. STEELE

District Legal Counsel

General Manager and

Secretary to the Board

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

- 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 selfregenerating 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.

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

GRANTOR(S):

[Signature must be Notarized]

Jellva

Date: 9-7-24

Islanature must be Notarized

Type or print name

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 CALIFORN	NIA)	
COUNTY OF San Luis () Obispo	
-11	,	
On 711129	before me, John Clendening	, Notary Public,
personally appeared	Teresa Mereoia	, who proved to me on the
basis of satisfactory evidence	dence to be the person(s) whose name(s	is) is/are subscribed to the within
instrument and acknowl	ledged to me that he/she/they executed t	the same in his/her/their
authorized capacity(ies)	, and that by his/her/their signature(s) o	in the instrument the person(s) of
the entity upon behalf of	f which the person(s) acted, executed th	in the institution the person(s), or
the entity upon behan o	i willen the person(s) acted, executed th	ie instrument.
I certify UNDER PENA	ALTY OF PERJURY under the laws of	the State of California that the
foregoing paragraph is t	rue and correct.	
WITNESS my hand and	l official seal.	

Notary Public

JOHN CLENDENING

Notary Public - California San Luis Obispo County Commission # 2418005 My Comm. Expires Sep 24, 2026 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 CALIFOR	RNIA)	
COUNTY OF San Lui	s Obispo)	
On 9/7/24 personally appeared	, before me, John Clendening Juan Carlos Herebin Ubias	, Notary Public,
basis of satisfactory e	vidence to be the person(s) whose name(s) is/wledged to me that he/she/they executed the s	are subscribed to the within
authorized capacity(ie	es), and that by his/her/their signature(s) on the of which the person(s) acted, executed the in	e instrument the person(s), or
I certify UNDER PEN	JALTY OF PERHIRY under the laws of the	State of California that the

foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JOHN CLENDENING
Notary Public - California
San Luís Obispo County
Commission # 2418003
My Comm. Expires Sep 24, 2026

Notary Public

CERTIFICATE OF ACCEPTANCE GOVERNMENT CODE §2781

inis is to certify that the Nipom	community Services District, Grantee,
herein, by Board action on	, 20, accepts the
foregoing Deed Restriction and Agree	ment, 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 a Nipomo Community Services District	nd Secretary

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			
7/28 , 20 <u>23</u> , as Document No. <u>20</u>	023021899 , in Book		
Page, Official			
Luis Obispo, does hereby join in, and consent to,	each and all of the terms and		
provisions of the within instrument, and does herel	by subordinate its interests to		
the entire effect of this instrument. In this regard, t	the undersigned does hereby		
agree upon request of any insuring title company to	o 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:			
	EED BENEFICIARIES		

People's Self-Help Housing Corp.

Shery I 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
On 9/10/29 before me, John Clendening , Notary Public, personally appeared , 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.
and strong apont someth of which the personal actor, 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.
Parabarbara and and and and
WITNESS my hand and official seal.
The same of the sa
JOHN CLENDENING Notary Public - California
San Luis Obispo County
Commission # 2418005 My Comm. Expires Sep 24, 2026
and applications and and a second

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

- 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 selfregenerating 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.

Acceptance.	
GRANTOR(S):	
[Signature must be Notarized]	[Signature must be Notarized]
Raymond J-Tsher	[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 CALIFORN	JIA)	
)	
COUNTY OF San Luis C) Dbispo	
on 9/1/24	hefore me John Clendenina	Notary Public
personally appeared	Prymons Carl Fisher Jr.	who proved to me on the
pasis of satisfactory evice instrument and acknowle authorized capacity(ies).	dence to be the person(s) whose name(s) edged to me that he/she/they executed the, and that by his/her/their signature(s) on f which the person(s) acted, executed the	is/are subscribed to the within e same in his/her/their the instrument the person(s), or
I certify UNDER PENA foregoing paragraph is t	LTY OF PERJURY under the laws of the rue and correct.	e State of California that the
WITNESS my hand and	official seal.	

Name:

Notary Public

JOHN CLENDENING

Notary Public - California San Luis Obispo County Commission # 2418005 My Comm. Expires Sep 24, 2026

CERTIFICATE OF ACCEPTANCE GOVERNMENT CODE §2781

This is to certify that the Nipomo	Community Servi	ices Dist	rict, Grantee,
herein, by Board action on		, 20	_, accepts the
foregoing Deed Restriction and Agreem	ent, dated		
20, from Grantors, and consents to the recordation thereof.			
	Nipomo Commu	nity Ser	vices District
	By: Name: Ed Eby Title: President		
ATTEST:			
Raymond Dienzo, General Manager and Nipomo Community Services District	d Secretary		

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.

	that certain deed of trust recorded
, 20 <u></u> , as Docum	nent No. 2023019158 , in Book
	$_$, Official Records of the County of San
Luis Obispo, does hereby join in, and c	onsent 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 the	nis 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
	nveyances as to any rights granted and
to be granted to County pursuant to this	, , ,
Dated: 910124	
	TRUST DEED BENEFICIARIES
	AND/OR MORTGAGES People's Self-Help Housing Corp.
	87 000
	Shery flures, Asst Secretary
	Suergi Flores, 1755 Sec. 2004

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, personally appeared beyy	John Clendening , Notary Public, , who proved to me on the
basis of satisfactory evidence to be the pe	erson(s) whose name(s) is/are subscribed to the within he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/h	ner/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person	
I certify UNDER PENALTY OF PERJU- foregoing paragraph is true and correct.	RY under the laws of the State of California that the
WITNESS my hand and official seal.	
JOHN CLENDENING Notary Public - California San Luis Obispo County Commission # 2418005 My Comm. Expires Sep 24, 2026	Name: Notary Public

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 selfregenerating 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] Som	[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)	
allau		
on, before personally appeared, before	re me, John Clendening	, Notary Public,
basis of satisfactory evidence to be	the person(s) whose name	, who proved to me on the
instrument and acknowledged to m	e that he/she/they executed	d the same in his/her/their
authorized capacity(ies), and that b		
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.

JOHN CLENDENING
Notary Public - California
San Luis Oblspo County
Commission # 2418005
My Comm. Expires Sep 24, 2026

Notary Public

CERTIFICATE OF ACCEPTANCE GOVERNMENT CODE §2781

This is to certify that the Nipomo	Community Servi	ces Distr	rict, 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 Commu	nity Serv	rices 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 , 20 <u>23</u> , as Document No. <u>2023021903</u> , 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			

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 9/0/24, before me, John Clender personally appeared Shery Flores basis of satisfactory evidence to be the person(s) which the ment and acknowledged to me that he/she/their sauthorized capacity(ies), and that by his/her/their significant the entity upon behalf of which the person(s) acted,	ose name(s) is/are subscribed to the within executed the same in his/her/their gnature(s) on the instrument the person(s), or
I certify UNDER PENALTY OF PERJURY under to foregoing paragraph is true and correct.	he laws of the State of California that the
WITNESS my hand and official seal.	
JOHN CLENDENING Notary Public - California San Luis Obispo County Commission # 2418005 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 9/7/29

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.

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

GRANTOR(S):

Signature must be Notarized]

 $\frac{\sqrt{10(ETA GARCIA}}{\text{[Type or print name]}}$ Date: $\frac{9}{1/2}$

STATE OF CALIFORNIA)	
COUNTY OF San Luis Obispo)	
On 9/7/24	, before me,	John Clendening	, Notary Public,
		GARCIA	, who proved to me on the
basis of satisfactory evidence	to be the pe	erson(s) whose na	ame(s) is/are subscribed to the within
instrument and acknowledge	d to me that	he/she/they exec	uted the same in his/her/their
authorized capacity(ies), and	that by his/l	her/their signatur	e(s) on the instrument the person(s), or
the entity upon behalf of whi			
· -	-	7 -	

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.

JOHN CLENDENING
Notary Public - California
San Luis Obispo County
Commission # 2418005
My Comm. Expires Sep 24, 2026

Name: Notary Public

STATE OF CALIFORNIA)	
COUNTY OF San Luis Obispo)	
On 9/7/24, before me, John Clendening personally appeared wis A beerto Carraja basis of satisfactory evidence to be the person(s) whose name instrument and acknowledged to me that he/she/they execute authorized capacity(ies), and that by his/her/their signature(s) the entity upon behalf of which the person(s) acted, executed	d the same in his/her/their on the instrument the person(s), or
I certify UNDER PENALTY OF PERJURY under the laws of foregoing paragraph is true and correct.	
WITNESS my hand and official seal.	

Name

Notary Public

JOHN CLENDENING
Notary Public - California
San Luis Obispo County
Commission # 2418005
My Comm. Expires Sep 24, 2026

CERTIFICATE OF ACCEPTANCE GOVERNMENT CODE §2781

I his is to certify that the Nipomo	Community Services Dis	trict, Grantee,
herein, by Board action on	, 20	_, accepts the
foregoing Deed Restriction and Agreem	ent, dated	
20, from Grantors, and consents to	the recordation thereof.	
	Nipomo Community Ser	vices District
	By: Name: Ed Eby Title: President	
ATTEST:		
Raymond Dienzo, General Manager and Nipomo Community Services District	d Secretary	

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 7/28	unders								recorded , in Book
									∍ ′ ınty of San
provise the e agree deed such	sions of ntire effort upon re of trust insuring	does he the with ect of the equest to exe	ereby join thin instru his instrum of any ins cute and	n in, ar ment, a ment. I suring t deliver artial r	nd conse and doe n this re itle com to Cour econvey	ent to, eads s hereby egard, the pany to do nty in recover.	ch and subordiction and	all of the inate its in signed do trustee form acc	terms and interests to bes hereby under said ceptable to canted and
Dated		91u			TRI ANI	JST DEE D/OR MO	RTGAC	SES HOW	ES Sing Corp.
					-				

STATE OF CALIFORNIA)	
)	
COUNTY OF San Luis Obispo)	
On 9/10/24 hefore me, John C personally appeared heavis of satisfactory evidence to be the person(s instrument and acknowledged to me that he/she authorized capacity(ies), and that by his/her/the the entity upon behalf of which the person(s) ac) whose name(s) is/are subscribed to the within they executed the same in his/her/their r signature(s) on the instrument the person(s), or
I certify UNDER PENALTY OF PERJURY und foregoing paragraph is true and correct.	der the laws of the State of California that the
WITNESS my hand and official seal.	

Notary Public

JOHN CLENDENING

Notary Public - California San Luis Obispo County Commission # 2418005 My Comm. Expires Sep 24, 2026

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 , 20 <u>23</u> , as Docum	nent No. <u>2023021928</u> , in Book
Page	, Official Records of the County of San
Luis Obispo, does hereby join in, and o	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 the	nis 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 reco	onveyances as to any rights granted and
to be granted to County pursuant to this	instrument.
Dated: 9/10/04	
	TRUST DEED BENEFICIARIES AND/OR MORTGAGES People's Self-Help Housing Corp. Sheryl Flores, Asst-Sec.
	·

STATE OF CALIFORNIA)	
COUNTY OF San Luis Obispo)	
COUNTY OF San Luis Obispo)	
On 9/10/24, b	efore me, John Clendening	Notary Public,
personally appeared	heryct lorg	, 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 t	to me that he/she/they executed the	ne same in his/her/their
authorized capacity(ies), and the	at by his/her/their signature(s) on	the instrument the person(s), or
	the person(s) acted, executed the	* * * * * * * * * * * * * * * * * * * *
I certify UNDER PENALTY Conforegoing paragraph is true and	OF PERJURY under the laws of the correct.	ne State of California that the

WITNESS my hand and official seal.

JOHN CLENDENING
Notary Public - California
San Luis Obispo County
Commission # 2418005
My Comm. Expires Sep 24, 2026

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 _______,

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 selfregenerating 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.

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

GRANTOR(S):

Signature must be Notarized]

Type or print namel

Date:

Signature must be Notarized]

Led I VANA CO

STATE OF CALIFORNIA)	
COUNTY OF San Luis Obispo)	
On 9/7/29, before me, John Clendening personally appeared Anthony Fonnin Covoevo, who probasis of satisfactory evidence to be the person(s) whose name(s) is/are subscinstrument and acknowledged to me that he/she/they executed the same in his authorized capacity(ies), and that by his/her/their signature(s) on the instrument he entity upon behalf of which the person(s) acted, executed the instrument.	ribed to the within s/her/their ent the person(s), or
certify UNDER PENALTY OF PERJURY under the laws of the State of C foregoing paragraph is true and correct.	alifornia that the
WITNESS my hand and official seal.	

Notary Public

JOHN CLENDENING
Notary Public - California
San Luis Obispo County
Commission # 2418005
My Comm. Expires Sep 24, 2026

STATE OF CALIFORNIA)
COUNTY OF San Luis Obispo)
On 9/7/24, hefore me, John Clendening, Notary Public, personally appeared Pebecan Flaine Corpero, 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), o 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

WITNESS my hand and official seal.

foregoing paragraph is true and correct.

JOHN CLENDENING
Notary Public - California
San Luis Obispo County
Commission # 2418005
My Comm. Expires Sep 24, 2026

Notary Public

CERTIFICATE OF ACCEPTANCE GOVERNMENT CODE §2781

This is to certify that the Nipom	o Community Services District, Grantee,
herein, by Board action on	, 20, accepts the
foregoing Deed Restriction and Agree	ment, 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 a Nipomo Community Services District	nd Secretary

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 u	undersigned,	beneficiary	under	that	certa	ain	deed	of	trust	recorded
7/28		, 20 <u>23</u> , as	Docum	nent N	lo. <u>2</u> 0	0230	21920	i		, in Book
	Page			_ , Of	ficial	Red	ords c	of the	e Cou	nty of San
Luis O	bispo, does l	nereby join ir	n, and c	onser	it to,	eacl	h and	all c	of the	terms and
provisi	ons of the wi	thin instrume	ent, and	does	here	by s	ubord	inate	e its ir	iterests to
the en	tire effect of t	this instrume	nt. In th	is reg	jard, t	the	unders	sign	ed do	es hereby
agree	upon request	of any insur	ing title	comp	any to	o dir	ect the	e tru	stee u	ınder said
deed o	of trust to exe	cute and de	liver to	Count	y in r	есо	rdable	forr	n acc	eptable to
such ir	nsuring title c	ompany part	ial reco	nveya	inces	as	to any	rigl	nts gra	anted and
	ranted to Co									
Dated:	9/10/	24	_							
				AND:	OR 1	MOF Sel	BEN RTGAG f-Held Lore- s, Ass	GES o H	MSING	ES g Cons

STATE OF CALIFORNIA)	
COUNTY OF San Luis Obispo	
on 913 24, before me. John Clendening personally appeared Levy Flores basis of satisfactory evidence to be the person(s) whose name(s) instrument and acknowledged to me that he/she/they executed the authorized capacity(ies), and that by his/her/their signature(s) on the entity upon behalf of which the person(s) acted, executed the	is/are subscribed to the within e same in his/her/their the instrument the person(s), or
I certify UNDER PENALTY OF PERJURY under the laws of the foregoing paragraph is true and correct.	
WITNESS my hand and official seal.	

Notary Public

JOHN CLENDENING
Notary Public - California
San Luis Oblispo County
Commission # 2418005
My Comm. Expires Sep 24, 2026

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.

	r that certain deed of trust recorded
7/28 , 20 <u>23</u> , as Docu	ment No. <u>2023021921 </u>
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	d does hereby subordinate its interests to
the entire effect of this instrument. In t	this regard, the undersigned does hereby
agree upon request of any insuring title	e 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 rec	onveyances as to any rights granted and
to be granted to County pursuant to thi	s instrument.
Dated: 9/10/24	
	TRUST DEED BENEFICIARIES AND/OR MORTGAGES People's Self-Help Housing Corps Shery Flores, Asst See

STATE OF CALIFORNIA)
COUNTY OF San Luis Obispo
On 9/10/29, before me, John Clendening, Notary Public, personally appeared Flore 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), of 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.
JOHN CLENDENING Notary Public - California San Luls Obispo County Commission # 2418005 My Comm. Expires Sep 24, 2026 Notary Public

or

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 selfregenerating 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 Northwest)

Type or print namel

Date

Smarl Laprz
[Signature must be Notarized]

Type or print name)

STATE OF CALIFORNIA)	
COUNTY OF San Luis Obispo	
On 9/7/24, before me, John Clendening, Notary Public, personally appeared Epith Lopez - Castrejan, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the with 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) the entity upon behalf of which the person(s) acted, executed the instrument.	ıın
I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.	е
WITNESS my hand and official seal.	
JOHN CLENDENING Notary Public - California San Luis Obispo County Commission # 2418005 My Comm. Expires Sep 24, 2026 Notary Public	

Notary Public

STATE OF CALIFORNIA)	
)	
COUNTY OF San Luis Obispo	
On 9/7/24, before me, John Clendening personally appeared Tome (oper - Aguine basis of satisfactory evidence to be the person(s) whose name(s)	, Notary Public,
personally appeared Ismuel Coper - Aguive	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 th	e same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on	the instrument the many (a)
ductionized capacity(les), and that by his/her/their signature(s) on	the instrument the person(s), o
the entity upon behalf of which the person(s) acted, executed the	instrument.
I certify UNDER PENALTY OF PERJURY under the laws of th	e State of California that the
foregoing paragraph is true and correct.	
S of mediate and contest.	
WITNESS my hand and official seal.	
TILLIANDO IN HAIR AND OTTOTAL SCALE	

Notary Public

JOHN CLENDENING
Notary Public - California
San Luis Obispo County
Commission # 2418005
My Comm. Expires Sep 24, 2026

CERTIFICATE OF ACCEPTANCE GOVERNMENT CODE §2781

This is to certify that the Nipor	no Community Se	ervices Dis	strict, Grantee,
herein, by Board action on		, 20	, accepts the
foregoing Deed Restriction and Agree	ement, dated		
20, from Grantors, and consents	s to the recordatio	n thereof.	
	Nipomo Comi	munity Se	rvices District
	By: Name: Ed Eb Title: Preside	•	
ATTEST:			
Raymond Dienzo, General Manager Nipomo Community Services District	and Secretary		

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 , 20_23 , as Document No, 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 (orp. Shery 1 Flores, Asst. Sec.

STATE OF CALIFORNIA)	
COUNTY OF San Luis Obispo	.)	
On 9/0/29, before a personally appeared basis of satisfactory evidence to be the instrument and acknowledged to me to authorized capacity(ies), and that by the entity upon behalf of which the personal	c person(s) whose nam that he/she/they execute his/her/their signature(s	e(s) is/are subscribed to the within ed the same in his/her/their s) on the instrument the person(s), or
I certify UNDER PENALTY OF PER foregoing paragraph is true and correct		of the State of California that the
WITNESS my hand and official seal.		
JOHN CLENDENING Notary Public - California San Luis Obispo County Commission # 2418005 My Comm. Expires Sep 24, 2026	Name Notary P	ublic

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.

	er that certain deed of trust recorded
7/28 , 20 <u>23</u> , as Docu	ument No. <u>2023021957</u> , in Book
	, 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, an	nd 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	e 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 rec	conveyances as to any rights granted and
to be granted to County pursuant to th	is instrument.
Dated:	
	TRUST DEED BENEFICIARIES AND/OR MORTGAGES Teople's Self-Help Housing Corp. Sheryl Flores, Asst. Sec.

STATE OF CALIFORNIA)	
COUNTY OF San Luis Obispo)	
On 9/10/24, before mersonally appeared basis of satisfactory evidence to be the instrument and acknowledged to me the authorized capacity (ies), and that by his the entity upon behalf of which the per-	at he/she/they execu s/her/their signature	me(s) is/are subscribed to the within ited the same in his/her/their (s) on the instrument the person(s), or
I certify UNDER PENALTY OF PERJ foregoing paragraph is true and correct	TURY under the law	s of the State of California that the
WITNESS my hand and official seal.		^
JOHN CLENDENING Notary Public - California San Luis Obispo County Commission # 2418005 My Comm. Expires Sep 24, 2026	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] Carric Briscoc

[Type or print name]

Date: 9-7-2024 Type or print name

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), of 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.
JOHN CLENDENING Notary Public - California San Luis Obispo County Commission # 2418005 My Comm. Expires Sep 24, 2026 Notary Public

CERTIFICATE OF ACCEPTANCE GOVERNMENT CODE §2781

inis is to certify that the Nipomo	Community Services District, Grantee,
herein, by Board action on	, 20, accepts the
foregoing Deed Restriction and Agreem	ent, 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 Nipomo Community Services District	d Secretary

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 7/28	undersigned,	beneficiary , 20 ²³ , as							recorded , in Book
	Page			, Of	ficial Re	cords o	f the	e Cour	nty of San
prov the e agre deed such	Obispo, does lisions of the with entire effect of entire effect of entire upon request of trust to exemple insuring title content of the granted to Content of the entire	thin instrume this instrume of any insuri cute and del ompany part	ent, and nt. In th ing title liver to (ial reco	does iis reg compa Count nveya	hereby stand, the any to did in reconnection as	subordi unders rect the ordable	inate signe tru forr	e its in ed doo stee u	iterests to es hereby inder said eptable to
Date	d:			AND	ST DEE! OR MO ole's Sul New L erys FI	DTCAC	Her	n g moj	

STATE OF CALIFORNIA)	
COUNTY OF San Luis Obispo	_)	
On 9/10/29 before personally appeared basis of satisfactory evidence to be the instrument and acknowledged to me authorized capacity(ies), and that by the entity upon behalf of which the p	he person(s) whose nar that he/she/they execu- his/her/their signature(ted the same in his/her/their (s) on the instrument the person(s), or
I certify UNDER PENALTY OF PE foregoing paragraph is true and corre	RJURY under the laws	

Notary Public

WITNESS my hand and official seal.

JOHN CLENDENING

Notary Public - California San Luis Obispo County Commission # 2418005 My Comm. Expires Sep 24, 2026

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 selfregenerating 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]
Nany Ayon [Type or print name]	[Type or print name]

Date: 9-7-24

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.
JOHN CLENDENING Notary Public - California San Luis Obispo County Commission # 2418005 My Comm. Expires Sep 24, 2026

Notary Public

CERTIFICATE OF ACCEPTANCE GOVERNMENT CODE §2781

This is to certify that the Nipomo	Community Serv	ices Dis	trict, Grantee,
herein, by Board action on		_, 20	_, accepts the
foregoing Deed Restriction and Agreem	ent, dated		
20, from Grantors, and consents to	the recordation	thereof.	
	Nipomo Comm	unity Ser	vices District
	By: Name: Ed Eby Title: President	t	
ATTEST:			
Raymond Dienzo, General Manager and Nipomo Community Services District	d Secretary		

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 c	ertain	deed	of tru	ıst recorde	d
7/28	, 20 <u>23</u> , as	Docum	ent No	2023	021932		, in Boo	k
Page			_, Offic	ial Re	cords o	of the C	ounty of Sa	n
Luis Obispo, does h	ereby join ir	, and co	onsent	to, ead	ch and	all of th	ne terms an	d
provisions of the wit	thin instrume	nt, and	does h	ereby	subord	inate it	s interests t	0
the entire effect of t	his instrume	nt. In th	is rega	rd, the	unders	signed	does hereb	У
agree upon request	of any insuri	ng title	compar	ny to di	irect the	e truste	e under sa	d
deed of trust to exe	cute and del	iver to (County	in reco	ordable	form a	acceptable t	0
such insuring title co	ompany part	ial reco	nveyan	ces as	to any	rights	granted an	d
o be granted to Cou	inty pursuan	t to this	instrum	nent.	•			
Dated: <u>91/0/</u> 2	D4	_						
×			AND/C	R MO	RTGA	EFICIA GES La Hans		
		x 2)	She	ul mys Fle	Blog res, A	260 1557. S	ec.	-

STATE OF CALIFORNIA)	
COUNTY OF San Luis Obispo)	
instrument and acknowledged to	be the person(s) whose name me that he/she/they executed by his/her/their signature(s)	on the instrument the person(s), or
I certify UNDER PENALTY OF foregoing paragraph is true and c		f the State of California that the
WITNESS my hand and official	seal.	
JOHN CLENDENING Notary Public - California San Luis Obispo County Commission # 2418005 My Comm. Expires Sep 24, 2026	Name Notary Pu	ablic

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		, 20 <u>23</u> , as	Docun	nent N	lo. 2023	021933			, in Book
	Page			, Of	ficial Re	cords c	of the	e Cou	nty of San
Luis	Obispo, does l	nereby join ir	, and c	onser	it to, ea	ch and	all c	of the	terms and
ргочі	sions of the wi	thin instrume	nt, and	does	hereby	subord	inate	e its ir	iterests to
the e	ntire effect of	this instrume	nt. In th	nis reg	ard, the	unders	sign	ed do	es hereby
agree	e upon request	of any insuri	ng title	comp	any to d	irect the	e tru	istee ι	ınder said
deed	of trust to exe	cute and del	iver to	Count	y in rec	ordable	for	n acc	eptable to
such	insuring title c	ompany part	ial reco	nveya	nces as	to any	rigl	hts gra	anted and
to be	granted to Co	unty pursuan	t to this	instru	ıment.				
Date	di9/10/	lay	7						
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STATE OF CALIFORNIA)	
)	
COUNTY OF San Luis Obispo	
On 9/10/29, before me, John Clendening personally appeared Lengt Flores 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	
authorized capacity(ies), and that by his/her/their signature(s) or	
the entity upon behalf of which the person(s) acted, executed the	e instrument.
I certify UNDER PENALTY OF PERJURY under the laws of the foregoing paragraph is true and correct.	ne State of California that the
WITNESS my hand and official seal.	

JOHN CLENDENING
Notary Public - California
San Luis Obispo County
Commission # 2418005
My Comm. Expires Sep 24, 2026

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

- 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):

he lots	
[Signature must be Notarized]	[Signature must be Notarized]
Marcela Cortez	
[Type or print name]	[Type or print name]

Date: 917/24

STATE OF CALIFORN	(A)	
)	
COUNTY OF San Luis Ob	pispo)	
On 9/7/24	, before me, John Clendening	Notary Public.
personally appeared M	Avcela Anoo Cortez	, who proved to me on the
basis of satisfactory evide	ence to be the person(s) whose name(s	s) is/are subscribed to the within
instrument and acknowle	dged to me that he/she/they executed	the same in his/her/their
authorized capacity(ies),	and that by his/her/their signature(s) of	on the instrument the person(s), or
	which the person(s) acted, executed the	
I certify UNDER PENAL	TY OF PERJURY under the laws of	the State of California that the
foregoing paragraph is tru	ie and correct.	
WITNESS ! ! !	P(* • 1 1	
WITNESS my hand and	official seal.	

Notary Public

JOHN CLENDENING

Notary Public - California
San Luis Obispo County
Commission # 2418005
My Comm. Expires Sep 24, 2026

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 Agreem	ent, 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 Nipomo Community Services District	d Secretary			

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.

	r that certain deed of trust recorded ment No. <u>2023021915</u> , in Book				
	, 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	d does hereby subordinate its interests to				
the entire effect of this instrument. In t	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 reco	onveyances 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 Sherf Flores, Asst-Sec.				

STATE OF CALIFORNIA)
COUNTY OF San Luis Obispo)
On 9/10/29, before me, John Clendening, Notary Public, personally appeared Ploved, 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.
JOHN CLENDENING Notary Public - California San Luis Obispo County Commission # 2418005 My Comm. Expires Sep 24, 2026 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 7/28	undersigned,								
		, 20 <u>23</u> , as							
	Page			, Of	ficial Re	cords o	of the	e Cou	nty of San
Luis	Obispo, does h	nereby join in	, and c	onsen	t to, ead	ch and	all c	of the	terms and
provi	isions of the wi	thin instrume	nt, and	does	hereby	subord	inate	e its ir	iterests to
the e	entire effect of t	his instrume	nt. In th	nis reg	ard, the	under	sign	ed do	es hereby
agre	e upon request	of any insuri	ng title	compa	any to d	irect the	e tru	stee u	under said
deed	of trust to exe	cute and del	iver to	County	, in reco	ordable	forr	n acc	eptable to
	insuring title c								
	granted to Cou					•	J	J	
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STATE OF CALIFORNIA)
)
COUNTY OF San Luis Obispo)
On 9/10/24, before me, John Clendening, Notary Public, personally appeared 5 person(s) whose name(s) is/are subscribed to the within
personally appeared
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), o
the entity upon behalf of which the person(s) acted, executed the instrument.
the entity upon behalf of which the person(s) acted, executed the histrument.
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.

Notary Public

JOHN CLENDENING
Notary Public - California
San Luis Obispo County
Commission # 2418005
My Comm. Expires Sep 24, 2026

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

- 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 selfregenerating 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.

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

GRANTOR(S):	
[Signature hust be Notarized]	[Signature must be Notarized]
[Type of print name]	[Type or print name]
Date: 9 7 2024	

STATE OF CALIFORNIA
COUNTY OF San Luis Obispo
On 9/7/24 before me, John Clendening , Notary Public, personally appeared 1000 Jells 2002, 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.
JOHN CLENDENING Notary Public - California San Luis Obispo County Commission # 2418005 My Comm. Expires Sep 24, 2026 Notary Public

CERTIFICATE OF ACCEPTANCE GOVERNMENT CODE §2781

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This is to certify that the Nipomo	Community Services District, Grantee,
herein, by Board action on	, 20, accepts the
foregoing Deed Restriction and Agreem	
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 Nipomo Community Services District	d Secretary

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 tru	ust	recorded
7/7	20 <u>23</u> , as	Docum	ent N	o. 2023	019122			, in Book
Luis Obispo, does h	ereby join in	, and co	nsen	t to, eac	h and	all of t	he te	erms and
provisions of the with	hin instrume	nt, and	does	hereby	subordi	nate it	s in	terests to
the entire effect of the	nis instrume	nt. In thi	s reg	ard, the	unders	signed	doe	s hereby
agree upon request	of any insuri	ng title c	ompa	any to di	rect the	truste	ee u	nder said
deed of trust to exec	cute and del	iver to C	County	in reco	rdable	form a	acce	ptable to
such insuring title co	mpany part	ial recor	ıveya	nces as	to any	rights	gra	nted and
to be granted to Cou	nty pursuan	t to this i	instru	ment.				
Dated: 9/1	0/24							
Dateu		_						
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			AND/ Pecs	OR MO	RTGAG	Heus	ing	Corp.
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STATE OF CALIFORNIA)	
COUNTY OF San Luis Obispo))	
instrument and acknowledged the authorized capacity (ies), and the	pefore me, John Clendening C Flores o be the person(s) whose name(s to me that he/she/they executed t nat by his/her/their signature(s) or	t) is/are subscribed to the within the same in his/her/their in the instrument the person(s), or
	the person(s) acted, executed the DF PERJURY under the laws of the lower transfer to the laws of the lower transfer to the lower transfer transfer to the lower transfer transfe	

WITNESS my hand and official seal.

JOHN CLENDENING
Notary Public - California
San Luís Obispo County
Commission # 2418005
My Comm. Expires Sep 24, 2026

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.