



CAMBRIA COMMUNITY SERVICES DISTRICT

MEETING	TIME & DATE	LOCATION
Board of Directors	1:00 PM Thursday, April 11, 2024	Cambria Veterans' Memorial Hall 1000 Main Street, Cambria, CA 93428

AGENDA

Regular Board of Directors Meeting

Thursday, April 11, 2024 1:00 PM

In person at:

**Cambria Veterans' Memorial Hall
1000 Main Street, Cambria, CA 93428**

AND via Zoom at:

Please click the link to join the webinar: [HERE](#)

Webinar ID: 821 5434 1356

Passcode: 150418

Copies of the staff reports or other documentation relating to each item of business referred to on the agenda are on file in the CCSD Administration Office, available for public inspection during District business hours. The agenda and agenda packets are also available on the CCSD website at <https://www.cambriacsd.org/>. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting or if you need the agenda or other documents in the agenda packet provided in an alternative format, contact the Confidential Administrative Assistant at 805-927-6223 at least 48 hours before the meeting to ensure that reasonable arrangements can be made. The Confidential Administrative Assistant will answer any questions regarding the agenda.

1. OPENING

1.A Call to Order

1.B Pledge of Allegiance

1.C Establishment of Quorum

1.D President's Report

1.E Agenda Review

2. BOARD MEMBER COMMUNICATIONS

Any Board Member may make an announcement, report briefly on his or her activities, or ask a question for clarification.

3. PUBLIC COMMENT

Members of the public may now address the Board on any item of interest within the jurisdiction of the Board but not on its agenda today. Future agenda items can be suggested at this time. In

compliance with the Brown Act, the Board cannot discuss or act on items not on the agenda. Each speaker has up to three minutes.

4. CONSENT AGENDA

All matters on the consent calendar are to be approved by one motion. If Directors wish to discuss a consent item other than simple clarifying questions, a request for removal may be made. Such items are pulled for separate discussion and action after the consent calendar as a whole is acted upon.

4.A Consideration of Adoption of Resolution 04-2024 Declaring a Public Nuisance for the Annual Fire Hazard Fuel Reduction Program and Direct Staff to Proceed with Issuing a Request for Proposal (RFP) to Contractors to Abate and Remove the Fuels and Vegetation

4.B Consideration of Adoption of Resolution 05-2024 Declaring a Vehicle Surplus and Authorizing Sale by the General Manager

5. HEARINGS AND APPEALS

5.A Discussion and Consideration to Fix Water and Wastewater Standby or Availability Charges as Provided in Government Code 61124(b) and Consideration of Adoption of Resolution 06-2024 Fixing Water and Wastewater Standby or Availability Charges for Fiscal Year 2024/2025

6. REGULAR BUSINESS

6.A **Discussion and Consideration of Adoption of Resolution 07-2024 - a Resolution Finding and Determining the Public Interest and Necessity for Acquiring and Authorizing the Condemnation of a Portion of Certain Real Property Generally Located at 2950 Santa Rosa Creek Road (APN 013-081-075) for the Purposes of Continuing to Operation an Existing Potable Water Well, Treatment Plant and Related Facilities**

6.B Discussion and Consideration of Selection of an Alignment Alternative for the San Simeon Water and Wastewater Pipeline Replacement Project

6.C Discussion and Consideration of Cambria Rotary Peace Picket Project Proposal at the Cambria Veterans' Memorial Hall Parking Lot

6.D Discussion and Consideration of Approval of an Agreement between the Cambria Community Services District and the Friends of the Fiscalini Ranch Preserve Regarding the Fiscalini Ranch Linking Boardwalk Project

6.E Discuss and Consider the East Ranch Community Park Existing Conditions and Restroom Location

6.F Receive and File the Investment Report for the Quarter Ended December 31, 2023

7. BOARD MEMBER, COMMITTEE AND LIAISON REPORTS

7.A **Finance Committee's Report**

7.B **Policy Committee's Report**

7.C **PROS Committee's Report**

7.D **Resources & Infrastructure Committee's Report**

7.E **Other Liaison Reports and Ad Hoc Committee Reports**

8. FUTURE AGENDA ITEM(S)

This is an opportunity to request a formal agenda report be prepared and the item placed on a future agenda. No formal action can be taken except to direct the General Manager to place a matter of business on a future agenda by majority vote.

9. ADJOURN

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **4.A**

FROM: Matthew McElhenie, General Manager
Michael Burkey, Fire Chief

Meeting Date: April 11, 2024

Subject: Consideration of Adoption of Resolution 04-2024 Declaring a Public Nuisance for the Annual Fire Hazard Fuel Reduction Program and Direct Staff to Proceed with Issuing a Request for Proposal (RFP) to Contractors to Abate and Remove the Fuels and Vegetation

FISCAL IMPACT:

All costs are billed directly to the property owners or paid via the San Luis Obispo County property tax rolls.

DISCUSSION:

Each year, the Fire Department conducts a Fire Hazard Fuel Reduction Program (FHFRP) to abate vegetation and hazardous wildland fire fuels.

The FHFRP is carried out pursuant to the authority contained in Government Code Sections 61100(d) and (t) and Health and Safety Code Sections 14875 et seq. and is initiated by the Board’s adoption of a resolution declaring the vegetation and hazardous wildland fire fuels on the identified properties to be a public nuisance. In this respect, it should be noted that the definition of “weeds” in Health and Safety Code Section 14875 includes “Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard.”

There are approximately 1,901 vacant parcels within the CCSD that Cambria CSD Fire Department staff has identified for inclusion in the 2024 FHFRP. Notices are then sent to those property owners whose properties require abatement. The first notice will be sent on April 12, 2024, and the second notice will be sent on June 12, 2024. The abatement deadline is July 15, 2024. In accordance with the procedures in the Health and Safety Code, a public hearing is being scheduled to be held on July 25, 2024. Thereafter, all parcels that were inspected and found to be non-compliant after the July 15, 2024, deadline are placed on a contract list and are abated by the CCSD’s contractor. The traditional number of properties requiring annual clearance by the CCSD’s contractor has varied from 50 to 150 parcels.

Based upon the procedure previously approved by the Board, non-compliant parcels cleared by the CCSD’s contractor will be billed by the CCSD for the actual cost of clearance, plus a \$100 administrative fee if paid after being billed by the District. Billing not collected by June 1, 2025, will be collected by placement on the FY 2024-2025 County property tax roll and assessed the entire \$200 administrative fee that is provided for in the District’s User Fee Schedule.

Each year, as part of the annual FHFRP, the CCSD contracts to remove dangerous fuels and vegetation that property owners have not abated in a timely manner. A Request for Proposals (“RFP”) will be

issued seeking proposals from licensed contractors to abate and remove the fuels and vegetation.

It is recommended that the Board of Directors adopt Resolution 04-2024 declaring weeds and other hazardous wildland fuels a public nuisance within the Cambria Community Services District (CCSD), direct staff to proceed with mailing notices to abate and remove hazardous wildland fuels, to maintain community defensible space, and direct staff to proceed with issuing a Request for Proposal (“RFP”) to contractors to abate and remove the fuels and vegetation.

ATTACHMENTS:

1. [Resolution 04-2024](#)
2. [Exhibit A](#)
3. [2024 Fire Hazard Fuel Reduction Program Schedule](#)
4. [Notice to Destroy Weeds](#)
5. [Cambria CSD Fire Department Request for Proposal \(RFP\) for Fire Hazard Fuel Reduction Program](#)
6. [2024 Fire Hazard Fuel Reduction Program Agreement and Exhibit A](#)
7. [Exhibit B - 2024 Fire Hazard Fuel Reduction Program Schedule](#)
8. [Exhibit C - 2024 Cambria Fire Department Fire Hazard Fuel Reduction Program Policy](#)
9. [Exhibit D - 2024 Cambria Fire Department Fire Hazard Fuel Reduction Program Bid Proposal Form](#)
10. [Exhibit E - 2024 Annual Fire Hazard Fuel Reduction Program Cash Deposit to Secure Faithful Performance](#)

RESOLUTION 04-2024
DATED: APRIL 11, 2024

RESOLUTION OF THE BOARD OF DIRECTORS
DECLARING A PUBLIC NUISANCE WITHIN THE
CAMBRIA COMMUNITY SERVICES DISTRICT

WHEREAS, the Cambria Community Services District (the “CCSD” or “District”) is a duly formed community services district which has the power to provide fire protection services; and

WHEREAS, pursuant to the authority in Government Code Sections 61100(d) and (t) and Health and Safety Code Section 14875 et seq., community services districts may declare vegetation and wildland fire fuels a public nuisance for the purpose of proceeding with Weed Abatement/Fire Hazard/Fuel Reduction Programs; and

WHEREAS, it is in the public interest that vegetation and hazardous live and dead fire fuels within said District be abated as a critical aid to wildfire prevention and community defensible space, as well as for protection of the fragile Cambria ecosystem.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cambria Community Services District as follows:

Section 1. That the recitals set forth herein above are true, correct, valid and incorporated herein by this reference.

Section 2. That the vegetation and hazardous wildland fire fuels located on the private properties described on the attached document marked Exhibit A, which is incorporated herein by this reference as though here fully set forth, all of which are located within said District, are hereby declared a public nuisance.

Section 3. In accordance with Health & Safety Code Section 14890, the CCSD Fire Chief is hereby designated as the person to give the notice to destroy, modify, abate and remove vegetation and other fire hazard fuels; said notice shall include that abatement be performed by property owners or locally licensed and certified contractors.

Section 4. That said public nuisance, unless timely abated, shall be abated by the CCSD, with the cost thereof to be assessed upon the parcels from which said nuisance is abated.

Section 5. That a public hearing shall be held on the proposed abatement of vegetation and hazardous wildland fire fuels on July 25, 2024, at 1:00 P.M. at the following address: Cambria Veterans’ Memorial Building, 1000 Main Street, Cambria, California, 93428, and via teleconference, to provide an opportunity for all property owners having any objections to the proposed removal of such weeds to be heard and given due consideration.

Section 6. That the Administrative Department Manager be, and hereby is authorized and directed to mail notice of said public hearing to property owners as their names and addresses appear from the last equalized assessment roll, as authorized by Health & Safety Code Section 14896.

By unanimous vote on the motion of Director _____, seconded by Director _____, Resolution No. 04-2024 is hereby adopted.

Tom Gray
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Haley Dodson
Confidential Administrative Assistant

Timothy J. Carmel
District Counsel

**Exhibit A to Resolution 04-2024
2024 FHFRP
Master Parcel List**

Parcel	Use Code	A=All	B=Break					
		013.264.023	A	022.052.051	A	022.093.015	A	
		013.292.009	A	022.053.009	A	022.093.016	A	
		013.292.012	A	022.053.041	A	022.093.018	A	
		013.292.018	A	022.053.046	A	022.093.023	A	
013.084.005	A	013.294.005	A	022.063.001	B	022.093.024	A	
013.084.006	A	013.294.024	A	022.071.002	A	022.093.025	A	
013.084.011	A	013.301.018	A	022.071.027	A	022.093.027	B	
013.084.017	A	013.301.047	A	022.071.041	A	022.093.028	B	
013.084.018	A	013.311.001	A	022.071.042	A	022.093.029	B	
013.084.028	A	013.311.008	A	022.071.043	A	022.093.030	A	
013.084.035	A	013.313.014	A	022.071.046	A	022.093.042	A	
013.084.036	A	013.321.001	A	022.071.047	A	022.093.043	A	
013.084.039	A	013.323.007	A	022.071.057	A	022.093.051	A	
013.084.041	A	013.323.008	A	022.071.059	A	022.093.052	A	
013.084.042	A	013.323.009	A	022.071.067	A	022.093.056	A	
013.084.046	A	013.331.007	A	022.071.078	A	022.123.003	A	
013.084.052	A	013.331.041	A	022.071.084	A	022.123.022	A	
013.084.054	A	013.341.011	A	022.071.085	A	022.131.005	A	
013.085.009	B	013.341.022	A	022.072.034	A	022.131.015	A	
013.101.046	A	013.341.023	A	022.072.036	A	022.131.016	A	
013.101.054	A	013.341.025	A	022.083.025	A	022.131.017	A	
013.101.061	A	013.351.005	A	022.083.030	A	022.131.018	A	
013.101.063	A	013.351.010	A	022.083.031	A	022.131.019	A	
013.101.072	A	013.351.014	A	022.083.033	A	022.131.020	A	
013.101.082	B	013.351.039	A	022.083.055	A	022.131.029	A	
013.122.005	A	013.351.046	A	022.083.063	A	022.131.032	A	
013.131.038	B	013.371.021	A	022.084.008	A	022.131.044	A	
013.141.005	A	013.371.024	A	022.084.020	A	022.131.045	A	
013.141.018	B	022.022.037	A	022.084.046	A	022.131.049	A	
013.151.034	B	022.023.012	A	022.084.051	A	022.131.051	A	
013.151.038	B	022.023.025	A	022.091.017	A	022.131.054	A	
013.151.039	B	022.026.035	A	022.091.019	A	022.131.055	A	
013.151.041	B	022.031.020	A	022.091.036	A	022.141.002	A	
013.151.044	A	022.031.021	A	022.091.038	A	022.141.012	A	
013.151.045	A	022.035.004	A	022.093.004	A	022.141.047	A	
013.221.017	B	022.041.002	A	022.093.007	A	022.151.010	A	
013.232.004	A	022.042.047	A	022.093.009	A	022.151.012	A	
013.232.010	B	022.043.017	A	022.093.011	A	022.151.013	A	
013.251.011	A	022.046.001	A	022.093.012	A	022.151.014	A	
013.264.019	A	022.052.041	A	022.093.013	A	022.151.015	A	
013.264.022	B	022.052.050	A	022.093.014	A	022.151.017	A	

022.151.027	A	022.202.005	A	022.261.011	A	022.342.028	A
022.151.030	A	022.202.015	A	022.261.017	A	022.342.031	A
022.151.033	A	022.202.017	A	022.261.028	A	022.342.034	A
022.151.034	A	022.202.018	A	022.261.067	A	022.343.002	A
022.151.040	A	022.202.025	A	022.271.001	A	022.343.010	A
022.151.045	A	022.212.007	A	022.271.004	A	022.343.013	A
022.151.050	A	022.212.008	A	022.271.008	A	022.343.020	A
022.151.051	A	022.212.010	A	022.271.015	A	022.343.026	A
022.151.058	A	022.212.011	A	022.271.023	A	022.343.036	A
022.151.061	A	022.212.012	A	022.271.024	A	022.343.037	A
022.151.065	A	022.212.013	A	022.271.036	A	022.351.003	A
022.151.066	A	022.212.014	A	022.271.041	A	022.351.008	A
022.151.068	A	022.212.015	B	022.271.042	A	022.371.005	A
022.151.074	A	022.212.016	B	022.271.043	A	022.371.011	A
022.151.079	A	022.212.017	B	022.271.044	A	023.013.013	A
022.151.080	A	022.212.018	A	022.271.045	A	023.013.019	A
022.171.027	A	022.212.036	A	022.271.046	A	023.013.025	A
022.171.045	A	022.212.037	A	022.271.047	A	023.015.018	A
022.171.046	A	022.212.038	A	022.271.048	A	023.015.019	A
022.172.008	A	022.212.040	A	022.271.052	A	023.015.020	A
022.172.032	A	022.212.041	A	022.282.011	A	023.015.021	A
022.172.035	A	022.212.042	A	022.283.017	A	023.015.022	A
022.181.008	A	022.212.043	A	022.291.024	A	023.016.024	A
022.181.022	A	022.212.045	A	022.292.003	A	023.016.026	A
022.181.038	A	022.223.005	A	022.302.020	A	023.016.033	A
022.182.054	A	022.225.001	A	022.302.021	A	023.016.037	A
022.191.028	A	022.225.002	A	022.312.007	A	023.016.040	A
022.191.031	A	022.225.004	A	022.312.033	A	023.016.041	A
022.191.032	A	022.225.011	A	022.312.035	A	023.016.043	A
022.191.033	A	022.226.009	A	022.312.036	A	023.017.003	A
022.192.010	A	022.226.016	A	022.312.038	A	023.017.004	A
022.192.011	A	022.226.024	A	022.313.033	A	023.017.027	A
022.192.025	A	022.227.001	A	022.321.001	A	023.017.036	A
022.192.031	A	022.227.005	A	022.322.020	A	023.017.041	A
022.192.042	A	022.227.022	A	022.323.032	A	023.018.005	A
022.192.046	A	022.227.027	A	022.331.022	A	023.018.006	A
022.193.012	A	022.231.008	A	022.331.032	A	023.018.009	A
022.193.020	A	022.231.019	A	022.332.004	A	023.018.026	A
022.201.002	A	022.231.022	A	022.333.010	A	023.018.029	A
022.201.065	A	022.232.039	A	022.341.011	A	023.019.005	A
022.201.077	A	022.241.036	A	022.341.031	A	023.019.006	A
022.202.001	A	022.242.031	A	022.341.037	A	023.019.011	A
022.202.002	A	022.243.029	A	022.341.040	A	023.019.022	A
022.202.003	A	022.243.030	A	022.342.008	A	023.019.039	A
022.202.004	A	022.261.002	A	022.342.016	A	023.021.011	A

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023.022.021	A	023.046.039	A	023.067.018	A	023.086.001	A
023.022.025	A	023.046.040	A	023.068.003	A	023.086.002	A
023.023.020	A	023.046.041	A	023.068.010	A	023.086.006	A
023.025.001	A	023.047.007	A	023.068.017	A	023.086.013	A
023.025.002	A	023.047.010	A	023.068.018	A	023.086.018	A
023.025.013	A	023.047.017	A	023.068.019	A	023.086.026	A
023.025.019	A	023.047.020	A	023.068.020	A	023.086.027	A
023.025.020	A	023.047.026	A	023.068.028	A	023.086.028	A
023.025.022	A	023.047.030	A	023.071.009	A	023.086.033	A
023.025.027	A	023.047.031	A	023.071.013	A	023.086.037	A
023.025.040	A	023.047.032	A	023.071.016	A	023.086.039	A
023.026.008	A	023.048.010	A	023.072.017	A	023.086.041	A
023.032.004	A	023.048.022	A	023.072.019	A	023.086.047	A
023.032.005	A	023.048.027	A	023.072.020	A	023.087.002	A
023.034.004	A	023.048.032	A	023.072.021	A	023.087.003	A
023.034.008	A	023.048.046	A	023.072.022	A	023.087.013	A
023.034.012	A	023.048.048	A	023.073.003	A	023.087.019	A
023.034.013	A	023.048.059	A	023.073.008	A	023.087.027	A
023.035.005	A	023.049.010	A	023.073.009	A	023.087.032	A
023.035.008	A	023.049.012	A	023.073.018	A	023.087.033	A
023.035.012	A	023.049.032	A	023.073.021	A	023.087.034	A
023.035.013	A	023.049.034	A	023.073.022	A	023.087.040	A
023.035.014	A	023.051.025	A	023.073.023	A	023.087.041	A
023.035.021	A	023.052.002	A	023.073.024	A	023.087.046	A
023.036.004	A	023.052.006	A	023.073.025	A	023.088.011	A
023.036.009	A	023.062.015	A	023.073.028	A	023.088.012	A
023.036.010	A	023.063.004	A	023.074.019	A	023.088.016	A
023.036.017	A	023.063.022	A	023.074.028	A	023.088.017	A
023.036.020	A	023.064.010	A	023.074.037	A	023.088.034	A
023.036.021	A	023.064.011	A	023.074.040	A	023.088.043	A
023.036.030	A	023.064.014	A	023.075.007	A	023.088.044	A
023.036.031	A	023.064.016	A	023.075.010	A	023.088.046	A
023.036.036	A	023.064.020	A	023.075.018	A	023.088.047	A
023.042.016	A	023.064.026	A	023.075.019	A	023.089.003	A
023.043.015	A	023.065.002	A	023.075.024	A	023.089.004	A
023.044.018	A	023.065.013	A	023.075.034	A	023.089.027	A
023.045.001	A	023.065.014	A	023.075.036	A	023.089.033	A
023.045.006	A	023.066.010	A	023.076.008	A	023.090.002	A
023.045.007	A	023.066.011	A	023.076.021	A	023.090.003	A
023.045.009	A	023.066.021	A	023.076.025	A	023.091.009	A
023.045.010	A	023.066.022	A	023.076.026	A	023.091.010	A
023.045.034	A	023.067.005	A	023.076.027	A	023.091.015	A

023.091.020	A	023.107.029	A	023.119.003	A	023.151.053	A
023.091.029	A	023.111.005	A	023.119.005	A	023.151.055	A
023.091.031	A	023.111.024	A	023.119.011	A	023.161.004	A
023.091.039	A	023.111.029	A	023.119.014	A	023.161.006	A
023.092.026	A	023.111.030	A	023.119.017	A	023.161.018	A
023.092.028	A	023.111.032	A	023.119.018	A	023.161.046	A
023.092.036	A	023.111.035	A	023.119.022	A	023.161.047	A
023.092.038	A	023.113.001	A	023.119.023	A	023.163.023	A
023.093.003	A	023.113.031	A	023.119.024	A	023.163.028	A
023.093.011	A	023.114.008	A	023.121.005	A	023.163.029	A
023.093.013	A	023.114.017	A	023.121.013	A	023.163.030	A
023.093.028	A	023.114.023	A	023.121.024	A	023.163.031	A
023.093.036	A	023.115.003	A	023.122.014	A	023.163.033	A
023.094.007	A	023.115.007	A	023.131.014	A	023.171.015	A
023.094.012	A	023.115.009	A	023.131.015	A	023.171.028	A
023.094.023	A	023.115.011	A	023.132.008	A	023.172.013	A
023.094.028	A	023.115.012	A	023.132.012	A	023.172.023	A
023.094.032	A	023.115.013	A	023.132.014	A	023.172.026	A
023.094.036	A	023.115.014	A	023.133.002	A	023.172.043	A
023.095.011	A	023.115.016	A	023.133.017	A	023.172.051	A
023.095.020	A	023.115.018	A	023.133.024	A	023.172.053	A
023.095.027	A	023.115.024	A	023.134.001	A	023.181.022	A
023.096.011	A	023.115.025	A	023.134.016	A	023.181.033	A
023.096.044	A	023.115.027	A	023.134.017	A	023.181.037	A
023.096.049	A	023.115.029	A	023.134.018	A	023.181.038	A
023.096.050	A	023.116.003	A	023.134.019	A	023.182.004	A
023.096.051	A	023.116.010	A	023.134.020	A	023.182.013	A
023.102.002	A	023.116.011	A	023.134.021	A	023.182.028	A
023.103.014	A	023.116.012	A	023.141.018	A	023.182.030	A
023.104.003	A	023.116.013	A	023.141.028	A	023.182.032	A
023.104.004	A	023.116.017	A	023.141.042	A	023.182.037	A
023.104.010	A	023.116.020	A	023.142.009	A	023.182.044	A
023.104.011	A	023.116.021	A	023.142.011	A	023.191.005	A
023.104.015	A	023.116.022	A	023.142.015	A	023.191.029	A
023.104.021	A	023.116.025	A	023.142.023	A	023.191.030	A
023.104.023	A	023.116.030	A	023.142.028	A	023.192.004	A
023.105.001	A	023.116.032	A	023.142.030	A	023.192.010	A
023.105.027	A	023.116.033	A	023.143.003	A	023.192.020	A
023.106.013	A	023.117.006	A	023.143.004	A	023.192.021	A
023.107.002	A	023.117.008	A	023.143.008	A	023.192.023	A
023.107.004	A	023.117.010	A	023.143.020	A	023.192.026	A
023.107.011	A	023.117.014	A	023.143.025	A	023.192.027	A
023.107.018	A	023.118.014	A	023.143.026	A	023.192.030	A
023.107.025	A	023.118.021	A	023.151.043	A	023.201.001	B
023.107.027	A	023.118.031	A	023.151.045	A	023.201.002	B

023.201.039	A	023.211.012	A	023.215.057	A	023.234.062	A
023.201.040	A	023.211.053	B	023.215.058	A	023.241.037	A
023.201.041	A	023.211.064	A	023.215.059	A	023.241.042	A
023.201.053	A	023.213.004	A	023.215.063	A	023.241.048	A
023.202.009	A	023.213.007	A	023.215.070	A	023.243.001	A
023.202.011	A	023.213.021	A	023.221.030	A	023.243.003	A
023.202.018	A	023.213.027	A	023.221.037	A	023.243.004	A
023.202.019	A	023.213.028	A	023.221.040	A	023.243.007	A
023.202.021	A	023.213.029	A	023.221.058	A	023.243.008	A
023.202.030	A	023.213.031	A	023.222.006	A	023.243.013	A
023.202.031	A	023.213.033	A	023.222.026	A	023.243.014	A
023.202.038	A	023.213.038	A	023.222.029	A	023.243.016	A
023.202.039	A	023.213.039	A	023.222.033	A	023.243.024	A
023.202.055	A	023.213.040	A	023.222.034	B	023.243.028	A
023.202.062	A	023.214.002	A	023.222.047	A	023.243.037	A
023.202.067	A	023.214.010	A	023.222.051	A	023.243.038	A
023.202.069	A	023.214.017	A	023.222.052	A	023.243.039	A
023.202.071	A	023.214.022	A	023.223.013	A	023.243.040	A
023.203.001	A	023.214.023	A	023.223.017	A	023.243.041	A
023.203.004	A	023.214.028	A	023.223.024	A	023.244.001	A
023.203.020	A	023.214.029	A	023.233.001	A	023.244.002	A
023.203.021	A	023.214.032	A	023.233.003	A	023.244.006	A
023.203.039	A	023.214.033	A	023.233.006	A	023.244.008	A
023.204.012	A	023.214.039	A	023.233.017	A	023.244.009	B
023.204.018	A	023.214.041	A	023.233.018	A	023.244.010	A
023.204.022	A	023.214.047	A	023.233.019	A	023.244.011	A
023.204.060	A	023.214.048	A	023.233.020	A	023.244.012	B
023.204.072	A	023.215.002	A	023.233.021	A	023.244.013	A
023.204.085	A	023.215.003	A	023.233.022	A	023.251.005	A
023.205.013	A	023.215.004	A	023.233.029	A	023.251.021	A
023.205.019	A	023.215.007	A	023.233.038	A	023.251.026	A
023.205.056	A	023.215.008	A	023.233.040	A	023.251.045	A
023.205.057	A	023.215.010	A	023.233.046	A	023.251.046	A
023.205.058	A	023.215.015	A	023.233.054	A	023.253.017	A
023.206.016	A	023.215.018	A	023.233.056	A	023.261.003	A
023.206.037	A	023.215.019	A	023.233.058	A	023.261.015	A
023.207.008	A	023.215.020	A	023.233.062	A	023.261.030	A
023.208.023	A	023.215.021	A	023.233.067	A	023.261.032	A
023.208.026	A	023.215.022	A	023.233.068	A	023.261.039	A
023.208.028	A	023.215.032	A	023.233.075	A	023.261.040	A
023.208.037	A	023.215.049	A	023.233.076	A	023.261.043	A
023.211.001	A	023.215.050	A	023.233.077	A	023.271.006	A
023.211.008	A	023.215.051	A	023.234.002	A	023.271.010	A
023.211.009	A	023.215.054	A	023.234.003	A	023.271.011	A
023.211.010	A	023.215.055	A	023.234.009	A	023.271.013	A

023.271.014	A	023.291.016	A	023.332.024	A	023.353.012	A
023.271.023	A	023.291.031	A	023.332.028	A	023.353.013	A
023.271.025	A	023.291.032	A	023.333.002	A	023.353.014	A
023.271.027	A	023.291.062	A	023.333.007	A	023.353.018	A
023.271.033	A	023.292.042	A	023.333.008	A	023.353.023	A
023.271.035	A	023.293.045	A	023.333.024	A	023.353.024	A
023.271.042	A	023.302.001	A	023.333.029	A	023.353.025	A
023.271.045	A	023.303.028	A	023.333.033	A	023.353.033	A
023.271.047	A	023.303.045	A	023.333.034	A	023.353.034	A
023.271.049	A	023.311.006	A	023.333.035	A	023.353.045	A
023.271.050	A	023.312.007	A	023.333.036	A	023.353.049	A
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023.271.053	A	023.312.020	A	023.333.042	A	023.361.041	A
023.271.059	A	023.312.021	A	023.341.013	A	023.361.052	A
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023.272.002	A	023.313.018	A	023.341.020	A	023.363.001	A
023.272.013	B	023.313.020	A	023.341.021	A	023.363.002	A
023.272.014	B	023.321.012	A	023.341.022	A	023.363.020	A
023.272.015	B	023.321.013	A	023.341.023	A	023.371.005	A
023.272.016	A	023.321.014	A	023.341.024	A	023.371.012	A
023.272.017	A	023.321.033	A	023.341.027	A	023.372.004	A
023.272.021	A	023.321.034	A	023.341.028	A	023.372.008	A
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023.272.033	A	023.322.006	A	023.341.030	A	023.373.008	A
023.272.037	A	023.322.010	A	023.341.031	A	023.373.009	A
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023.281.029	A	023.322.024	A	023.341.056	A	023.373.012	A
023.281.033	A	023.322.025	A	023.341.065	A	023.373.034	A
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023.282.009	A	023.331.002	A	023.341.070	A	023.373.039	A
023.282.011	A	023.331.007	A	023.341.074	A	023.373.040	A
023.282.019	A	023.331.014	A	023.341.077	A	023.373.041	A
023.282.027	A	023.331.015	A	023.341.078	A	023.381.042	A
023.282.033	A	023.331.023	A	023.341.084	B	023.381.049	A
023.282.034	B	023.331.031	A	023.341.086	A	023.381.056	A
023.282.036	A	023.331.032	A	023.352.030	A	023.382.018	A
023.282.040	A	023.331.037	A	023.352.034	A	023.382.020	A
023.282.064	A	023.331.058	A	023.352.038	A	023.382.021	A
023.282.065	A	023.332.007	A	023.353.002	A	023.382.028	A
023.282.070	A	023.332.013	A	023.353.003	A	023.382.031	A
023.282.072	B	023.332.020	A	023.353.004	A	023.382.032	A
023.291.003	A	023.332.021	A	023.353.005	A	023.382.033	A
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023.382.050	A	023.403.008	A	023.441.008	A	023.492.006	A
023.382.055	A	023.403.019	A	023.451.008	A	023.492.007	A
023.382.056	A	023.403.024	A	023.451.009	A	023.492.008	A
023.383.013	A	023.403.026	A	023.451.011	A	023.492.009	A
023.383.014	A	023.411.002	A	023.451.015	A	023.492.010	A
023.383.039	A	023.411.003	A	023.451.016	A	023.492.011	A
023.383.041	A	023.411.004	B	023.451.019	A	023.492.012	A
023.383.057	A	023.411.005	B	023.451.020	A	023.492.013	A
023.383.059	A	023.411.008	B	023.451.021	A	023.492.014	A
023.383.060	A	023.411.009	B	023.451.026	B	023.492.015	A
023.383.061	A	023.411.019	A	023.451.027	B	023.492.016	A
023.391.001	A	023.411.020	A	023.451.028	B	023.492.017	A
023.391.004	A	023.411.024	B	023.451.029	B	023.492.018	A
023.391.009	A	023.411.028	B	023.451.031	B	023.492.019	A
023.391.011	A	023.422.023	A	023.451.032	B	023.492.020	A
023.391.016	A	023.422.028	A	023.451.036	A	023.492.021	A
023.391.018	A	023.422.029	A	023.452.008	A	023.492.022	A
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023.391.021	A	023.423.001	A	023.452.017	A	023.492.024	A
023.391.026	A	023.423.002	A	023.453.002	A	023.492.025	A
023.391.027	A	023.423.003	A	023.453.004	A	023.492.026	A
023.391.028	A	023.423.004	A	023.461.002	A	023.492.027	A
023.391.035	A	023.423.005	A	023.461.012	A	023.492.028	A
023.391.036	A	023.423.006	A	023.461.020	A	023.492.029	A
023.391.048	A	023.423.007	A	023.461.021	A	023.492.030	A
023.391.049	A	023.423.008	A	023.461.024	A	023.492.031	A
023.391.050	A	023.423.009	A	023.461.028	A	023.492.032	A
023.391.051	A	023.423.018	A	023.462.009	A	023.492.033	A
023.391.052	A	023.423.019	A	023.462.012	A	024.011.001	A
023.391.053	A	023.423.020	A	023.462.013	A	024.011.008	A
023.391.054	A	023.423.037	A	023.462.015	A	024.011.017	A
023.391.058	A	023.424.004	A	023.462.016	A	024.011.019	A
023.392.001	A	023.424.005	A	023.462.022	A	024.011.021	A
023.392.013	A	023.424.006	A	023.471.001	A	024.011.035	A
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023.401.020	A	023.424.009	A	023.481.001	A	024.011.047	A
023.401.023	A	023.424.028	A	023.481.010	A	024.011.049	A
023.401.024	A	023.425.002	A	023.481.015	A	024.011.055	A
023.402.001	A	023.425.060	A	023.482.004	A	024.011.056	A
023.402.006	A	023.425.061	A	023.492.001	A	024.011.057	A
023.402.007	A	023.432.005	A	023.492.002	A	024.011.060	A

024.011.061	A	024.031.023	A	024.042.047	A	024.062.035	A
024.012.004	A	024.031.028	A	024.042.052	A	024.062.038	A
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024.012.009	A	024.032.012	A	024.043.009	A	024.062.043	A
024.012.010	A	024.032.016	A	024.043.018	A	024.062.045	A
024.012.013	A	024.032.017	A	024.043.019	A	024.063.055	A
024.012.014	A	024.033.003	A	024.043.021	A	024.063.085	A
024.012.015	A	024.033.005	A	024.043.023	A	024.071.021	A
024.012.018	B	024.033.009	A	024.052.004	A	024.071.029	A
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024.013.022	A	024.033.012	A	024.053.003	A	024.081.005	A
024.013.023	A	024.033.014	A	024.053.005	A	024.081.014	A
024.013.025	A	024.033.015	A	024.053.006	A	024.081.015	A
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024.021.015	A	024.033.049	A	024.061.027	A	024.081.053	A
024.021.017	A	024.033.050	A	024.061.028	A	024.082.002	A
024.021.021	A	024.033.051	A	024.061.032	A	024.082.003	A
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024.021.043	A	024.034.043	A	024.061.046	A	024.082.018	A
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024.031.003	A	024.041.011	A	024.062.003	A	024.091.027	A
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024.092.026	A	024.131.009	A	024.151.014	A	024.171.015	A
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024.101.023	A	024.131.035	A	024.151.024	A	024.171.026	A
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024.123.004	A	024.143.015	A	024.162.010	A	024.182.025	A
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024.191.024	A	024.221.038	A	024.253.001	A	024.273.019	A
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024.191.038	A	024.222.014	A	024.253.003	A	024.273.025	A
024.191.052	A	024.222.017	A	024.253.006	A	024.273.026	A
024.191.056	A	024.222.020	A	024.253.007	A	024.273.027	A
024.191.057	A	024.222.023	A	024.253.010	A	024.273.028	A
024.191.058	A	024.231.001	A	024.253.011	A	024.281.003	A
024.191.059	A	024.231.020	A	024.253.012	A	024.281.008	A
024.191.061	A	024.231.022	A	024.253.014	A	024.281.010	A
024.191.062	A	024.231.023	A	024.253.016	A	024.281.017	A
024.191.063	A	024.231.028	A	024.253.017	A	024.281.021	A
024.201.005	A	024.231.035	A	024.253.019	A	024.281.024	A
024.201.011	A	024.231.037	A	024.253.020	A	024.281.031	A
024.201.012	A	024.231.045	A	024.261.007	A	024.281.032	A
024.201.020	A	024.241.004	A	024.261.013	A	024.282.003	A
024.201.021	A	024.241.008	A	024.261.017	A	024.282.007	A
024.201.022	A	024.241.015	A	024.261.025	A	024.282.019	A
024.202.010	A	024.241.019	A	024.261.027	A	024.282.020	A
024.202.011	A	024.241.025	A	024.261.040	A	024.282.025	A
024.202.012	A	024.241.026	A	024.261.041	A	024.282.032	A
024.202.015	A	024.242.025	A	024.262.003	A	024.291.006	A
024.211.013	A	024.242.039	A	024.262.014	A	024.291.007	A
024.211.021	A	024.242.054	A	024.262.017	A	024.291.010	A
024.211.023	A	024.242.055	A	024.262.020	A	024.291.011	A
024.211.024	A	024.243.008	A	024.262.021	A	024.291.012	A
024.211.026	A	024.243.009	A	024.262.023	A	024.291.013	A
024.211.028	A	024.243.010	A	024.262.024	A	024.291.015	A
024.211.029	A	024.243.045	A	024.262.025	A	024.291.017	A
024.211.032	A	024.243.054	A	024.262.032	A	024.291.020	A
024.211.034	A	024.243.056	A	024.262.036	A	024.291.021	A
024.212.002	A	024.243.058	A	024.262.038	A	024.291.028	A
024.212.003	A	024.243.059	A	024.262.043	A	024.291.029	A
024.212.007	A	024.252.003	A	024.262.044	A	024.291.031	A
024.212.009	A	024.252.004	A	024.271.006	A	024.291.032	A
024.212.011	A	024.252.005	A	024.271.010	A	024.301.004	A
024.212.013	A	024.252.013	A	024.271.011	A	024.301.009	A
024.212.015	A	024.252.022	A	024.271.019	A	024.301.010	A
024.212.017	A	024.252.023	A	024.271.020	A	024.301.015	A
024.212.019	A	024.252.024	A	024.271.021	A	024.301.024	A
024.212.020	A	024.252.035	A	024.271.022	A	024.301.030	B
024.212.021	A	024.252.037	A	024.272.014	A	024.301.032	A
024.212.023	A	024.252.038	A	024.273.006	A	024.301.034	A
024.221.007	A	024.252.042	A	024.273.013	A	024.311.002	A
024.221.014	A	024.252.043	A	024.273.016	A	024.311.003	A
024.221.018	A	024.252.046	A	024.273.017	A	024.311.004	A

024.311.005	A	024.321.032	A	024.341.033	A	024.361.021	A
024.311.006	A	024.321.033	A	024.342.010	A	024.361.025	A
024.311.007	A	024.321.034	A	024.342.017	A	024.361.027	A
024.311.008	A	024.321.037	A	024.342.022	A	024.361.028	A
024.311.011	A	024.321.039	A	024.342.023	A	024.361.029	A
024.311.012	A	024.322.002	B	024.352.006	A	024.361.030	A
024.311.029	A	024.322.004	B	024.352.008	A	024.361.031	A
024.311.035	A	024.322.008	B	024.352.013	A	024.361.033	A
024.311.036	A	024.322.010	B	024.353.005	A	024.362.020	A
024.311.037	A	024.322.012	B	024.353.010	A	024.371.004	A
024.312.001	A	024.322.013	B	024.353.014	A	024.371.009	A
024.312.002	A	024.322.014	B	024.353.022	A	024.371.022	A
024.312.016	A	024.322.015	B	024.353.023	A	024.371.024	B
024.312.018	A	024.322.017	B	024.353.025	A	024.372.008	A
024.312.022	A	024.322.018	B	024.353.029	A	024.372.010	A
024.312.023	A	024.322.019	B	024.353.030	A	024.372.013	A
024.312.026	A	024.322.020	B	024.353.031	A	024.372.015	A
024.312.029	A	024.331.005	A	024.353.041	A	024.372.017	A
024.312.030	A	024.331.011	A	024.354.002	A	024.372.019	A
024.312.034	A	024.331.017	A	024.354.006	A	024.381.008	A
024.312.035	A	024.331.019	A	024.354.012	A	024.382.002	A
024.312.037	A	024.331.023	A	024.354.013	A	024.382.003	A
024.321.003	A	024.331.029	A	024.354.014	A	024.382.014	A
024.321.004	A	024.331.032	A	024.354.015	A	024.382.019	A
024.321.005	A	024.332.011	A	024.354.016	A	024.383.009	A
024.321.006	A	024.332.013	A	024.354.019	A	024.383.011	A
024.321.010	A	024.332.015	A	024.354.020	A	024.383.014	A
024.321.019	A	024.332.019	A	024.354.021	A	024.383.015	A
024.321.024	A	024.332.024	A	024.354.022	A		
024.321.025	A	024.332.026	A	024.354.023	A	Total	1901
024.321.026	A	024.341.029	A	024.361.016	A		

CAMBRIA COMMUNITY SERVICES DISTRICT

DIRECTORS:

TOM GRAY, President
DEBRA SCOTT, Vice President
HARRY FARMER, Director
KAREN DEAN, Director
MICHAEL THOMAS, Director



OFFICERS:

MATTHEW MCELHENIE, General Manager
TIMOTHY J. CARMEL, District Counsel

Physical address: 1316 Tamsen Street, Suite 201, Cambria, CA 93428
Mailing address: P.O. Box 65 • Cambria, CA 93428
Telephone (805) 927-6223 • Facsimile (805) 927-5584

2024 FIRE HAZARD FUEL REDUCTION PROGRAM SCHEDULE

- 4/11/2024** **Declare a Public Nuisance for the Annual Fire Hazard Fuel Reduction Program and direct staff to proceed with issuing a Request for Proposal (“RFP”) to contractors to abate and remove the nuisance fuels and vegetation.**
- 4/12/2024** **First Notice to Destroy Weeds sent to property owners whose properties require abatement, which includes a list of local licensed contractors who can perform weed abatement services. Parcel abatement starts.**
- 5/2/2024** **Fire Hazard Fuel Reduction Program Request for Proposal (“RFP”) deadline.**
- 5/9/2024** **Award Fire Hazard Fuel Reduction Program Agreement to selected contractor.**
- 6/12/2024** **Second Notice to Destroy Weeds sent to property owners whose properties require abatement, which includes a list of local licensed contractors who can perform weed abatement services.**
- 6/13/2024** **Public Hearing to confirm the 2023 CCSD Fire Hazard Fuel Reduction Itemized Cost Report. After the itemized cost report has been confirmed, the resolution will be submitted to the County. The amounts will be included and collected on each respective property owner’s property tax bill per the provisions of the Health and Safety Code.**
- 7/15/2024** **Deadline to abate and remove the hazardous fuels and vegetation for properties requiring abatement.**
- 7/16/2024** **Cambria Fire Department final inspections of properties requiring abatement. Parcels that did not pass inspection on 7/16/2024 will be placed on the Contract Abatement List.**
- 7/19/2024** **CCSD Contract Abatement List completed.**
- 7/25/2024** **CCSD Public Hearing ordering abatement of Public Nuisance for the Fire Hazard Fuel Reduction Program.**
- 7/26/2024** **CCSD contractor starts clearing parcels that were placed on the Contract Abatement List.**

- 8/26/2024** CCSD contractor deadline to clear parcels that were placed on the Contract Abatement List.
- 8/27/2024** Cambria Fire Department final inspections.
- 12/15/2024** First Invoice sent to customers + Administrative Charge
- 2/15/2025** Second Invoice sent to customer + Administrative Charge

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April 12, 2024

APN: <<INSERT APN>>

Owner Name
Mailing Address
City, State, Zip Code

Dear Property Owner:

NOTICE TO DESTROY WEEDS

**Per California Health & Safety Code Section 14875 et seq.
CCSD Resolution 04-2024**

Notice is hereby given that on April 11, 2024 the Cambria Community Services District (“CCSD”) Board of Directors passed Resolution 04-2024 declaring that noxious, dangerous, seasonal and/or recurring weeds were growing upon or in front of your property, and more particularly described in said Resolution and that the same constitute a public nuisance which must be abated by the removal of said noxious, dangerous, seasonal and/or recurring weeds, otherwise, they will be removed and the nuisance abated by the CCSD Fire Department authorities, in which case the cost of such removal shall be assessed upon the lots and lands from which or in front of which such weeds are removed and such cost will constitute a lien upon such lots or lands until paid. Reference is hereby made to said Resolution for further particulars.

All property owners having any objections to the proposed removal of such weeds are hereby notified to attend a meeting of the Board of Directors of Cambria Community Services District, to be held on **July 25, 2024, at 1:00 PM**, at the Veterans Memorial Building, 1000 Main Street, Cambria, CA 93428 and via Zoom, which can be found on the District’s website (www.cambriacsd.org) when their objections will be heard and given due consideration.

Dated: April 12, 2024

This annual requirement is an effort to reduce the fire hazard caused by the accumulation of combustible materials on vacant parcels. Keep in mind that the forest helps define Cambria, and it is important that we reduce the fire hazard without destroying its ability to regenerate. **Make every effort to protect seedlings, young native trees, ferns, and bushes by marking them prior to cutting. Property owners are required to clear all combustible vegetation and/or debris from their property by the July 15, 2024, deadline.**

The following are guidelines to help you comply:

- Remove combustible construction materials and trash from the property.
- Trim weeds and annual grasses to 4 inches in height. Avoid exposing bare soil or creating a situation that would encourage erosion.
- All downed trees and rounds or dead limbs within 30 feet of any structure must be removed. Tree stumps fallen over shall be cut and retain no more than six feet of the log within this 30-foot zone.
- All downed trees beyond 30 feet from any structure 12 inches in diameter or greater may remain on the parcel. However, the entire trunk must be completely on the ground. Materials less than 12 inches in diameter shall be cut and removed from the property.
- All standing dead trees that pose a safety risk to improved property and/or infrastructure shall be removed.
- Remove ladder vegetation from under trees and shrubs, maintaining 6 feet of vertical clearance for trees greater than 20 feet in height.
- All Poison Oak, Scotch/Irish/French or other broom-type plants, Pampas grass, Jubata grass, and (Crocsmia) also known as Fire Weed, shall be removed. Isolated specimens may be left with greater than ten (10) feet separation, and all dead material removed.
- Please refer to the information online for additional clearance information and restrictions at <https://www.cambriacsd.org/2024-fire-hazard-fuel-reduction-program>.

The owner of record of the property at the time of notification is responsible for the clearance of the parcel. Property owners having clearance done by local contractors will need to work closely with their contractor to ensure your parcel gets inspected by the CCSD Fire Department. Those parcels not in compliance by the July 15, 2024, deadline will be placed on a list to be abated by the CCSD’s contractor. The cost for abatement for each parcel includes the contractor’s actual charge for services, plus a \$100.00 administrative charge if paid within 90 days of receiving a bill or a \$200.00 administrative charge if paid later. The CCSD is not responsible for the contractor’s charges.

If you own property that no longer requires abatement (e.g., a parcel that has been developed or merged with an improved property), please call (805) 927-6240, and we will remove the parcel number from our list.

Your cooperation is greatly appreciated. Thank you for doing your part to keep Cambria a fire-safe community with a healthy urban forest.

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April 12, 2024

Cambria CSD Fire Department Request for Proposal (RFP) Fire Hazard Fuel Reduction Program

Submit Request for Proposal (RFP) To:

**Cambria Community Services District Fire Department
Attn: Michael Burkey, Fire Chief
mburkey@camabriacsd.org
(805) 927-6240 or (805) 635-5982**

Request for Proposal (RFP) Deadline:

**DATE: May 2, 2024
TIME: 12:00 p.m., PST**

INTRODUCTION

The Cambria Community Services District (CCSD) Fire Department is seeking proposals from contractors for CCSD's annual Fire Hazard Fuel Reduction Program (FHFRP) for 2024.

CCSD has notified approximately two thousand (2,000) parcel owners to abate their property of dried grass and weeds, downed trees or slash. Those parcels that do not comply with the requirements are placed on the CCSD's Contract list. Typically, between fifty (50) and one hundred fifty (150) parcels are placed on the CCSD's contract list.

The contractor selected to abate the nuisance will be required to provide wildland and vegetation fuel removal services as specified in "2024 Cambria Fire Department Fire Hazard Fuel Reduction Program Policy – Scope of Services" in accordance with the timeline described in "2024 FHFRP Schedule." An RFP package with complete program details and contract requirements may be downloaded here: <https://www.camabriacsd.org/2024-fire-hazard-fuel-reduction-program> or available for pick up at Cambria Fire Department, 2850 Burton Drive, Cambria, CA 93428.

PROPOSAL REQUIREMENTS

Contractors submitting proposals must complete and submit a Bid Proposal Form (Exhibit D) containing the following four (4) documents or it will not be considered:

1. Completed copy of the Bid Proposal Form (Exhibit D)
2. Provide *either* a or b as follows:
 - a) A copy of Fire Wise Defensible Space Field Training certification with the proposal; or
 - b) Ensure that the Cambria Fire Department has a copy of your certification(s) or an equivalent course on file before you submit your bid proposal.
3. A signed cover letter as defined and stipulated in "Other Requirements" of the RFP; and

4. A signed statement of qualifications and list of five (5) references, as stipulated in “Other Requirements” of the RFP.

SCOPE OF WORK

The contractor selected will be required to provide weed abatement services as specified in the attached Exhibit C, entitled “**2024 Cambria Fire Department Fire Hazard Fuel Reduction Program Policy – Scope of Services,**” according to a schedule described in Exhibit B, “**2024 Fire Hazard Fuel Reduction Program Schedule.**”

REQUIRED COST OF PROPOSAL, QUALIFICATIONS AND AGREEMENT

Contractors submitting proposals must complete and submit Exhibit D, entitled “**2024 Cambria Fire Department Fire Hazard Fuel Reduction Program Bid Proposal Form.**” The required information is specified in the form and includes the following:

1. Types of equipment to be used and the cost of each to the property owner, including operator costs.
2. Move equipment onto a lot fee, as described in Exhibit D.
3. Charges, per yard, for hauling away the debris.
4. All equipment must be inspected by the Cambria Fire Department for required fire safety items and spark arrestors.
5. Pictures shall be taken by the Contractor before and after each lot is abated (as directed by the Cambria Fire Department), logged with the lot abatement record and submitted to the Cambria Fire Department.

OTHER REQUIREMENTS

A dated cover letter, signed by a person fully authorized to act on behalf of the **CONTRACTOR**, must be submitted with the proposal. The letter must indicate that the **CONTRACTOR** agrees to be bound by the proposal without modifications, unless mutually agreed by the **CONTRACTOR** and CCSD.

A statement of qualifications and a list of five (5) references must be provided, along with documentation demonstrating the **CONTRACTOR’s** ability to maintain accurate records.

The selected **CONTRACTOR** will be required to sign the 2024 Fire Hazard Fuel Reduction Program Agreement with the CCSD and must provide proof of insurance coverage as indicated in Exhibit A, “**Legal Relations and Responsibilities to the Public,**” prior to commencing any work for the CCSD. The Cambria Community Services District, its officers, Board Members, managers’ and employees must be named as co-insured or additional insured.

Work on all parcels that are placed on the Cambria Community Services District annual “Fire Hazard Fuel Reduction Program” shall adhere to the following criteria:

All clearance work must be completed by July 15, 2024. If the parcel does not conform to the requirements as stated in the notice sent to the property owner, **the parcel will go on the CCSD’s contract list on July 25, 2024.** The CCSD’s Contractor will then be directed to abate the parcels on the contract list to the following standards:

- Limit leaves, needles, twigs, bark, cones, pods, and chips to three inches (3”) in depth.
- Weeds and annual grasses should not exceed four inches (4”) in height. Avoid exposing bare soil or creating a situation that would encourage erosion.
- Remove Scotch/Irish or other broom type plants, Pampas Grass, Jubata Grass and Crocosmia, also known as Fire Weed. Isolated specimens may be left with greater than ten feet (10’) separation and all dead materials are removed.
- All downed dead trees, tree rounds or limbs within thirty feet (30’) of any structure must be removed. Tree stumps fallen over shall be cut and retain no more than 6 feet (6’) of the log within this thirty-foot (30’) zone.

- All downed trees twelve inches (12”) in diameter or greater beyond thirty feet (30’) from any structure may remain on the parcel. However, the entire trunk must be completely on the ground. Materials less than twelve inches (12”) in diameter shall be cut and removed from the property.
- Remove ladder vegetation (dead wood) from under trees and shrubs, maintaining six feet (6’) of vertical clearance for trees greater than twenty feet (20’) in height.
- Remove combustible construction debris, trash and rubbish from property.
- Protect seedling pines, oaks and native shrubs by flagging them prior to cutting weeds.

OTHER CONDITIONS

- The Contractor shall photograph each parcel with a digital camera (as directed by the Cambria Fire Department) before and after abatement. Pictures shall be taken from the same spot, incorporating the same view. The before and after pictures shall include all flagged vegetation. Pictures shall include the date and the Assessor’s Parcel Number (APN) on the picture. All pictures will be labeled using the Assessor’s Parcel Number (APN) and the letters B or A, to indicate before (B) or after (A) clearance. The Contractor shall provide a digital photo file in a .jpg format which is compatible with CCSD software (thumb drive, etc.).
- All internal combustion powered equipment shall have approved and functional spark arresters on the exhaust.
- A fire extinguisher (ABC type) of at least five (5) pounds capacity shall be immediately available at the work site. A minimum of two and one half (2½) gallons of water must be available for vegetation fire extinguishment at all times by portable means. Examples are a pressurized water extinguisher, Hudson type pump sprayer or back-pump.
- All abatement work assigned to the CCSD Contractor shall begin no later than July 26, 2024 and must be completed August 26, 2024.
- All parcels shall be completely abated as prescribed to the property line, street and adjoining easements.
- ALL MATERIAL FROM ALL PARCELS SHALL BE HAULED AWAY OR APPROVAL WILL BE DENIED, however tree limbs/rounds should not be removed from the Cambria area due to Pine Pitch Canker control requirements.
- DEBRIS SHALL NOT BE DUMPED ON ADJOINING OR UNCLEARED PORTIONS OF LOTS.
- ANY EVIDENCE OF ILLEGAL DUMPING WILL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.

DEADLINE

Request for Proposal (RFP) Deadline: May 2, 2024, at 12:00 p.m., PST. A complete Request for Proposal (RFP) may be submitted the following ways:

1. Email to mburkey@cambriacsd.org
2. Website submission: <https://www.cambriacsd.org/2024-fire-hazard-fuel-reduction-program>
3. United States Postal Service to Cambria Fire Department, Attention: Michael Burkey, 2850 Burton Drive, Cambria, CA 93428
4. Deliver to Cambria CSD Fire Department, 2850 Burton Drive, Cambria, CA 93428
5. Deliver to CCSD, 1316 Tamsen Street, Suite 201, Cambria, CA 93428

Proposals not meeting all the standards and requirements will not be considered.

Any questions, requests for further information and/or clarification of the Request for Proposal (RFP) can be sent to Michael Burkey, Fire Chief (805) 927-6240 or (805) 635-5982 or mburkey@cambriacsd.org.

2024 FIRE HAZARD FUEL REDUCTION PROGRAM AGREEMENT

This Fire Hazard Fuel Reduction Program Agreement (“Agreement”) is made upon the date of execution, as set forth below, by and between, **CONTRACTOR** and the Cambria Community Services District ("**CCSD**"). The parties hereto, in consideration of the mutual covenants contained herein, hereby agree to the following terms and conditions:

It is understood and agreed to:

SCHEDULE OF CHARGES

The **CCSD** will pay the **CONTRACTOR** based upon the schedule of charges per the *Bid Proposal Form*, attached hereto as Exhibit “D.”

DOCUMENTS INCORPORATED BY REFERENCE

Exhibits “A,” “B,” “C,” “D,” and “E,” attached hereto, are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein.

OBLIGATIONS OF CONTRACTOR

- A. The **CONTRACTOR** shall furnish and maintain throughout the term of this Agreement all proper insurance coverage as specified in the "*Legal Relations and Responsibilities to the Public*" (Exhibit A) and shall comply with all of its terms and conditions.
- B. All work shall be completed as depicted in the "*Fire Hazard Fuel Reduction Program Schedule*" (Exhibit B). At all times the **CONTRACTOR**'s work shall be subject to the approval of the Fire Chief or his designee.
- C. The **CONTRACTOR** shall become familiar and shall fully comply with the **CCSD** "*2024 Cambria Fire Department Fire Hazard Fuel Reduction Program Policy*" (Exhibit C).
- D. Upon award of the Agreement, the **CONTRACTOR** shall furnish a “Cash Deposit to Secure Faithful Performance” (Exhibit E).
- E. The **CONTRACTOR** agrees to timely and fully perform or provide the services specified in this Agreement.
- F. The **CONTRACTOR** must promptly submit packaged bills for all lots cleared, including a cover page that lists the number of lots cleared and the total cost of the packaged bills.
- G. All parcel clearing charges must be submitted to the **Cambria CSD Fire Department** by August 26, 2024, at 4:00 P.M. Failure to deliver the parcel clearance charges to the **CCSD** by this date will result in a 10% withholding of all charges that are delivered late to the **CCSD** as liquidated damages, assessed against the **CONTRACTOR**, and not as a penalty as damages would be difficult to ascertain.

MINIMUM AMOUNT OF SERVICE BY CONTRACTOR

CONTRACTOR agrees to devote the necessary hours to perform the services set forth in this Agreement in an efficient and effective manner. **CONTRACTOR** may represent, perform services for, and be employed by

additional individuals or entities, at **CONTRACTOR's** sole discretion, as long as the performance of such other services does not interfere with or present a conflict with the services rendered to CCSD pursuant to this Agreement.

GENERAL PROVISIONS

TERM: This Agreement will become effective on the date of execution set forth below and will continue for a period of one (1) year.

SERVICES TO BE PERFORMED: **CONTRACTOR** agrees to perform or provide the services specified in this Agreement.

CONTRACTOR shall determine the method, details and means of performing the above referenced services.

CONTRACTOR may, at **CONTRACTOR's** own expense, employ such assistants as **CONTRACTOR** deems necessary to perform the services required of **CONTRACTOR** by this Agreement. **CCSD** may not control, direct or supervise **CONTRACTOR's** assistants or employees in the performance of those services.

TOOLS AND INSTRUMENTALITIES: **CONTRACTOR** shall provide all tools, equipment and instruments to perform the services required under this Agreement.

TERMINATION OF AGREEMENT

TERMINATION ON NOTICE: Notwithstanding any other provision of this Agreement, either party hereto may terminate this Agreement, at any time, without cause by giving at least **thirty (30) days'** prior written notice to the other party to this Agreement.

TERMINATION ON OCCURRENCE OF STATED EVENTS: This Agreement shall terminate automatically on the occurrence of any of the following events:

- (1) Bankruptcy or insolvency of any party;
- (2) Sale of the business of any party;
- (3) The end of the **thirty (30) day** notice period as set forth above;
- (4) The completion of the work specified in Exhibit C; or
- (5) Assignment of this Agreement by **CONTRACTOR** without the prior written consent of the **CCSD**.

TERMINATION BY ANY PARTY FOR DEFAULT OF CONTRACTOR: Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party, at their option, may terminate this Agreement, immediately, by giving written notice of termination to the breaching party.

OPTION TO EXTEND: If **CONTRACTOR** has completed all work and obligations set forth in this Agreement satisfactorily, at the discretion of the **CCSD**, the Agreement may be extended for one (1) additional year. In that event, the **CCSD** will provide **CONTRACTOR** with an updated Exhibit B consisting of the Fire Hazard Fuel Reduction Program 2025 Schedule and all the terms governing this Agreement shall remain in effect according to the deadlines contained therein, unless sooner terminated.

MISCELLANEOUS:

REMEDIES: The remedies set forth in this Agreement shall not be exclusive, but shall be cumulative with, and in addition to, all remedies now or hereafter allowed by law or equity.

NO WAIVER: The waiver of any breach by any party of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of this Agreement.

ASSIGNMENT: This Agreement is specifically not assignable by **CONTRACTOR** to any person or entity. Any assignment or attempt to assign by **CONTRACTOR**, whether it be voluntary or involuntary, by operation of law or otherwise, is void and is a material breach of this Agreement and shall immediately cause this Agreement to terminate.

ATTORNEYS' FEES: In the event of any controversy, claim or dispute between the parties hereto, arising out of or related to this Agreement, or the breach thereof, the prevailing party shall be entitled, in addition to other such relief as may be granted, to a reasonable sum as and for attorneys' fees.

NOTICES: Except as otherwise expressly provided by law, any and all notices or other communication required or permitted by this Agreement or by law to be served on or given to any party to this Agreement shall be in writing and shall be deemed duly served and given when personally delivered or, in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed as follows for each respective party:

CCSD

Matthew McElhenie, General Manager
Cambria Community Services District
P.O. Box 65
Cambria, CA 93428

CONTRACTOR

GOVERNING LAW: This Agreement and all matters relating to this Agreement shall be governed by the laws of the State of California in force at the time any need for the interpretation of this Agreement or any decision or holding concerning this Agreement arises. Any action arising out of or related to this Agreement shall be filed in the Superior Court of the State of California with jurisdiction over San Luis Obispo County.

BINDING EFFECT: This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns of the parties hereto, but nothing in this section shall be construed as consent by **CCSD** to any assignment of this Agreement or an interest in this Agreement.

SEVERABILITY: Should any provision of this Agreement be held by a court of competent jurisdiction or by a legislative or rulemaking act to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, unimpaired by the holding, legislation or rule.

SOLE AND ENTIRE AGREEMENT: This Agreement constitutes the sole and entire Agreement between the parties with respect to the subject matter hereof. This Agreement correctly set forth the obligations of the parties hereto to each other as of the date of this Agreement. All agreements or representations respecting the subject matter of this Agreement not expressly set forth or referred to in this Agreement are null and void.

TIME: Time is expressly declared to be of the essence in this Agreement.

DUE AUTHORITY: The parties hereby represent that the individuals executing this Agreement are expressly authorized to do so on and in behalf of the parties.

CONSTRUCTION: The parties agree that each has had an opportunity to have their legal counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only and are not intended to be construed to define or limit the provisions to which they relate.

AMENDMENTS: Amendments to this Agreement shall be made only with the mutual written consent of all the parties to this Agreement.

Executed on this _____ day of _____, 2024 at Cambria, California.

**CAMBRIA COMMUNITY SERVICES
DISTRICT**

CONTRACTOR

By: _____
Matthew McElhenie, General Manager

By: _____
Its: _____

Attest:

Haley Dodson, Confidential Administrative
Assistant

Approved As To Form:

Timothy J. Carmel, District Counsel

EXHIBIT A

LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

Contractor's Insurance: The **CONTRACTOR** shall not commence work under this Agreement until they have obtained all insurance required under this Section and such insurance has been approved by the **CCSD** as to form, amount and carrier. Nor shall the **CONTRACTOR** allow any subcontractor to commence work on their subcontract until the same insurance required of the subcontractor has been so obtained and approved.

- (a) Workers Compensation Insurance: The **CONTRACTOR** shall establish and maintain, during the life of this Agreement, workers compensation insurance in a minimum amount of **One Million Dollars (\$1,000,000)** for all employees working under this Agreement, and in case any work is sublet, **CONTRACTOR** shall require subcontractor similarly to provide workers compensation insurance. **CONTRACTOR** shall indemnify the **CCSD** for any damage resulting to it from failure of either **CONTRACTOR** or the subcontractor to procure or maintain such insurance.
- (b) Commercial General Liability Insurance: The **CONTRACTOR** shall procure and maintain during the life of this Agreement, such public liability and property damage insurance as shall protect the **CCSD**, its elected and appointed boards, officers, agents and employees, **CONTRACTOR**, and any subcontractor performing work covered by this Agreement from claims for damage for bodily injury including death, as well as claims for property damage which may arise from **CONTRACTOR's** or subcontractor's operations under this Agreement, whether such operations be by the **CONTRACTOR**, or by any subcontractor, or by anyone directly or indirectly employed by either **CONTRACTOR** or subcontractor, and in the minimum amount of **One Million Dollars (\$1,000,000) per occurrence**.
- (c) Auto Liability: **CONTRACTOR** shall possess and maintain auto liability insurance (Business Auto Coverage Form) for all vehicles used in the provision of services under this Agreement. The minimum amount of auto liability insurance shall be in the amount of **One Million Dollars (\$1,000,000) per accident**.
- (d) Proof of Coverage of Insurance: Upon award of bid, **CONTRACTOR** shall furnish the **CCSD** with a Certificate of Insurance and endorsement, which shall contain the following:

"Name as Additional Insured Parties: The Cambria Community Services District (CCSD), its elected and appointed boards, officers, agents and any subcontractor in the performance of work for the **CCSD**."

Thirty (30) days prior notice shall be given to the **CCSD** of any reduction in insurance coverage or of insurance cancellation.

- (e) Hold Harmless Agreement: **CONTRACTOR** shall indemnify, defend and hold harmless, at its cost and with counsel selected by the **CCSD**, the **CCSD** and its officers, officials, employees and agents from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by reason of any act, error or omission of the **CONTRACTOR**, his agents or employees, in the performance of the work.

CAMBRIA COMMUNITY SERVICES DISTRICT

DIRECTORS:

TOM GRAY, President
DEBRA SCOTT, Vice President
HARRY FARMER, Director
KAREN DEAN, Director
MICHAEL THOMAS, Director



OFFICERS:

MATTHEW MCELHENIE, General Manager
TIMOTHY J. CARMEL, District Counsel

Physical address: 1316 Tamsen Street, Suite 201, Cambria, CA 93428
Mailing address: P.O. Box 65 • Cambria, CA 93428
Telephone (805) 927-6223 • Facsimile (805) 927-5584

EXHIBIT B

2024 FIRE HAZARD FUEL REDUCTION PROGRAM SCHEDULE

- 4/11/2024** Declare a Public Nuisance for the Annual Fire Hazard Fuel Reduction Program and direct staff to proceed with issuing a Request for Proposal (“RFP”) to contractors to abate and remove the nuisance fuels and vegetation.
- 4/12/2024** First Notice to Destroy Weeds sent to property owners whose properties require abatement, which includes a list of local licensed contractors who can perform weed abatement services. Parcel abatement starts.
- 5/2/2024** Fire Hazard Fuel Reduction Program Request for Proposal (“RFP”) deadline.
- 5/9/2024** Award Fire Hazard Fuel Reduction Program Agreement to selected contractor.
- 6/12/2024** Second Notice to Destroy Weeds sent to property owners whose properties require abatement, which includes a list of local licensed contractors who can perform weed abatement services.
- 6/13/2024** Public Hearing to confirm the 2023 CCSD Fire Hazard Fuel Reduction Itemized Cost Report. After the itemized cost report has been confirmed, the resolution will be submitted to the County. The amounts will be included and collected on each respective property owner’s property tax bill per the provisions of the Health and Safety Code.
- 7/15/2024** Deadline to abate and remove the hazardous fuels and vegetation for properties requiring abatement.
- 7/16/2024** Cambria Fire Department final inspections of properties requiring abatement. Parcels that did not pass inspection on 7/16/2024 will be placed on the Contract Abatement List.
- 7/19/2024** CCSD Contract Abatement List completed.
- 7/25/2024** CCSD Public Hearing ordering abatement of Public Nuisance for the Fire Hazard Fuel Reduction Program.
- 7/26/2024** CCSD contractor starts clearing parcels that were placed on the Contract Abatement List.

- 8/26/2024** CCSD contractor deadline to clear parcels that were placed on the Contract Abatement List.
- 8/27/2024** Cambria Fire Department final inspections.
- 12/15/2024** First Invoice sent to customer + Administrative Charge
- 2/15/2025** Second Invoice sent to customer + Administrative Charge

EXHIBIT C

2024 CAMBRIA FIRE DEPARTMENT FIRE HAZARD FUEL REDUCTION PROGRAM POLICY

SCOPE OF SERVICES

All parcels that are placed on the Cambria Community Services District annual “Fire Hazard Fuel Reduction Program” shall adhere to the following criteria:

All clearance work must be completed by July 15, 2024. If the parcel does not conform to the requirements as stated in the notice sent to the property owner, **the parcel will go on the CCSD’s contract list on July 25, 2024.** The CCSD’s Contractor will then be directed to abate the parcels on the contract list to the following standards:

- Limit leaves, needles, twigs, bark, cones, pods, and chips to three inches (3”) in depth.
- Weeds and annual grasses should not exceed four inches (4”) in height. Avoid exposing bare soil or creating a situation that would encourage erosion.
- Remove Scotch/Irish or other broom type plants, Pampas Grass, Jubata Grass and Crocosmia, also known as Fire Weed. Isolated specimens may be left with greater than ten feet (10’) separation and all dead materials are removed.
- All down dead trees, tree rounds or limbs within thirty feet (30’) of any structure must be removed. Tree stumps fallen over shall be cut and retain no more than 6 feet (6’) of the log within this thirty-foot (30’) zone.
- All down trees twelve inches (12”) in diameter or greater beyond thirty feet (30’) from any structure may remain on the parcel. However, the entire trunk must be completely on the ground. Materials less than twelve inches (12”) in diameter shall be cut and removed from the property.
- Remove ladder vegetation (dead wood) from under trees and shrubs, maintaining six feet (6’) of vertical clearance for trees greater than twenty feet (20’) in height.
- Remove combustible construction debris, trash and rubbish from property.
- Protect seedling pines, oaks and native shrubs by flagging them prior to cutting weeds.

OTHER CONDITIONS

- The Contractor shall photograph each parcel with a digital camera (as directed by the CCSD Fire Department) before and after abatement. Pictures shall be taken from the same spot, incorporating the same view. The before and after pictures shall include all flagged vegetation. Pictures shall include the date and the Assessor’s Parcel Number (APN) on the picture. All pictures will be named using the Assessor’s Parcel Number (APN) and the letters B or A, to indicate before (B) or after (A) clearance. The Contractor shall provide a digital photo file in a .jpg format which is compatible with CCSD software (thumb drive, etc.).
- All internal combustion powered equipment shall have approved and functional spark arresters on the exhaust.
- A fire extinguisher (ABC type) of at least five (5) pounds capacity shall be immediately available at the work site. A minimum of two and one half (2½) gallons of water must be available for vegetation fire extinguishment at all times by portable means. Examples are a pressurized water extinguisher, Hudson type pump sprayer or back-pump.
- All abatement work assigned to the CCSD Contractor shall begin no later than July 26, 2024, and must be completed August 26, 2024.
- All parcels shall be completely abated as prescribed to the property line, street and adjoining easements.

- ALL MATERIAL REMOVED FROM ALL PARCELS SHALL BE HAULED AWAY OR APPROVAL WILL BE DENIED, however tree limbs/rounds should not be removed from the Cambria area due to Pine Pitch Canker control requirements.

DEBRIS SHALL NOT BE DUMPED ON ADJOINING OR UNCLEARED PORTIONS OF LOTS. ANY EVIDENCE OF ILLEGAL DUMPING WILL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.

EXHIBIT D

**2024 CAMBRIA FIRE DEPARTMENT FIRE HAZARD FUEL REDUCTION PROGRAM
BID PROPOSAL FORM**

SCHEDULE OF PROPOSED CHARGES:

The bidder shall set forth for each item of work, in clearly legible figures, a unit price for the item in the respective spaces provided for this purpose.

A. Maximum charge for moving equipment onto a lot: \$_____

B. Type of equipment and cost per hour, including operator:

1. Tractor with mower \$_____

2. High wheel mower \$_____

3. Weed eater \$_____

4. Chainsaw \$_____

5. Other equipment (list with charges): _____

6. Dump and haul fee (charge by cubic yard) \$_____

C. Laborer charge (per person/per hour) \$_____

D. Pictures – before and after \$_____

I, the undersigned, declare that I am authorized to submit a proposal on behalf of the stated business, have carefully examined Exhibits “A,” “B,” and “C,” and hereby propose to do all the work necessary to complete the project in accordance with the provisions, policies and regulations stated in the attached Fire Hazard Fuel Reduction Program Agreement:

NAME OF PROPOSER: _____

ADDRESS: _____

SIGNATURE OF PROPOSER: _____

TITLE: _____

DATE: _____

EXHIBIT E

**2024 ANNUAL FIRE HAZARD FUEL REDUCTION PROGRAM
CASH DEPOSIT TO SECURE FAITHFUL PERFORMANCE**

This Agreement is to secure the performance of the 2024 FIRE HAZARD FUEL REDUCTION PROGRAM AGREEMENT (“FHFRP Agreement”) between [insert name], (“CONTRACTOR”) and the Cambria Community Services District (“CCSD”). By this Agreement the CONTRACTOR pledges that a Cash Deposit in the amount of Five Thousand Dollars (\$5,000) (“Cash Deposit”) shall be made with the CCSD and shall be held by the CCSD in trust for the purpose of guaranteeing the faithful performance by the CONTRACTOR in completing the services under the FHFRP Agreement.

The CCSD will hold said Cash Deposit, determined to be one hundred percent (100%) of the estimated cost of said services, until such time that the CCSD authorizes its release. CONTRACTOR and CCSD acknowledge that the funds will be available for immediate use and no interest will be due CONTRACTOR or owed by the CCSD on the Cash Deposit. The CCSD shall authorize the release of the Cash Deposit that is not otherwise applied or released under this Agreement to the CONTRACTOR after the acceptance of the services described in the FHFRP Agreement.

If the CONTRACTOR fails to complete the improvements pursuant to the FHFRP Agreement, then the CCSD shall submit a signed statement to the CONTRACTOR providing notice that said services have not been completed to the satisfaction of the CCSD and as required by the CONTRACTOR pursuant to the FHFRP Agreement. CONTRACTOR agrees the Cash Deposit shall be released by the CCSD to complete said services. No further notice is required by the CCSD to the CONTRACTOR for the CCSD to use the Cash Deposit to complete the services and no additional permission from the CONTRACTOR will be required for the Cash Deposit to be used for completing the services.

Upon completion of the services in accordance with the FHFRP Agreement, and the acceptance thereof by the CCSD, the remaining Cash Deposit, after deduction of those additional expenses described below, shall be returned to the CONTRACTOR or his assignee. The CCSD shall keep records of how the Cash Deposit was spent to complete the services.

This Agreement may be modified or revoked only with the written consent of both the CONTRACTOR and the CCSD.

The CONTRACTOR acknowledges that the CCSD shall be entitled to recover its costs and reasonable expenses, including reasonable attorneys’ fees, incurred in connection with the enforcement of the CONTRACTOR’s agreements herein. The undersigned CONTRACTOR agrees to pay all expenses in connection herewith and that any portion of the Cash Deposit not used for completion of the services may be used to reimburse the CCSD for these costs and expenses.

The undersigned hereby agree to all of the above terms and conditions of this Agreement with regard to a Cash Deposit made for the purpose of guaranteeing faithful performance of the services under the FHFRP Agreement.

**CAMBRIA COMMUNITY SERVICES
DISTRICT**

CONTRACTOR

By: _____
Matthew McElhenie, General Manager

By: _____
Its: _____

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **4.B**

FROM: Matthew McElhenie, General Manager

Meeting Date: April 11, 2024

Subject: Consideration of Adoption of Resolution 05-2024
Declaring a Vehicle Surplus and Authorizing Sale
by the General Manager

FISCAL IMPACT:

There may be costs incurred to dispose of the vehicle in the event no interested parties purchase them. If any sale results in revenue for the District, it will be handled as revenue to the Water Department.

DISCUSSION:

The Water Department has a 2005 Ford F-150 truck that has reached the end of its useful life.

Government Code Section 61060(d) gives community service districts the broad authority to dispose of personal property. It should be noted that no CCSD employees or their families will be allowed to bid or purchase the vehicle to avoid any appearance of impropriety. It is recommended that the Board of Directors declare the vehicle surplus and authorize the General Manager to sell it.

ATTACHMENTS:

1. [Resolution 05-2024](#)
2. [Exhibit A](#)

RESOLUTION NO. 05-2024
APRIL 11, 2024

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT
DECLARING ONE VEHICLE SURPLUS PROPERTY AND
AUTHORIZING SALE BY THE GENERAL MANAGER

BE IT RESOLVED by the Board of Directors of the Cambria Community Services District as follows:

1. The vehicle listed in Exhibit “A,” attached hereto and incorporated herein by reference, is hereby declared to be surplus property.
2. The General Manager is hereby authorized to sell the vehicle listed in Exhibit “A.”

PASSED AND ADOPTED THIS 11th day of April 2024.

Tom Gray, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Haley Dodson
Confidential Administrative Assistant

Timothy J. Carmel, District Counsel

Exhibit A – Resolution 05-2024

2005 Ford F-150 Truck

Vin: 1FTRF12505NB01165

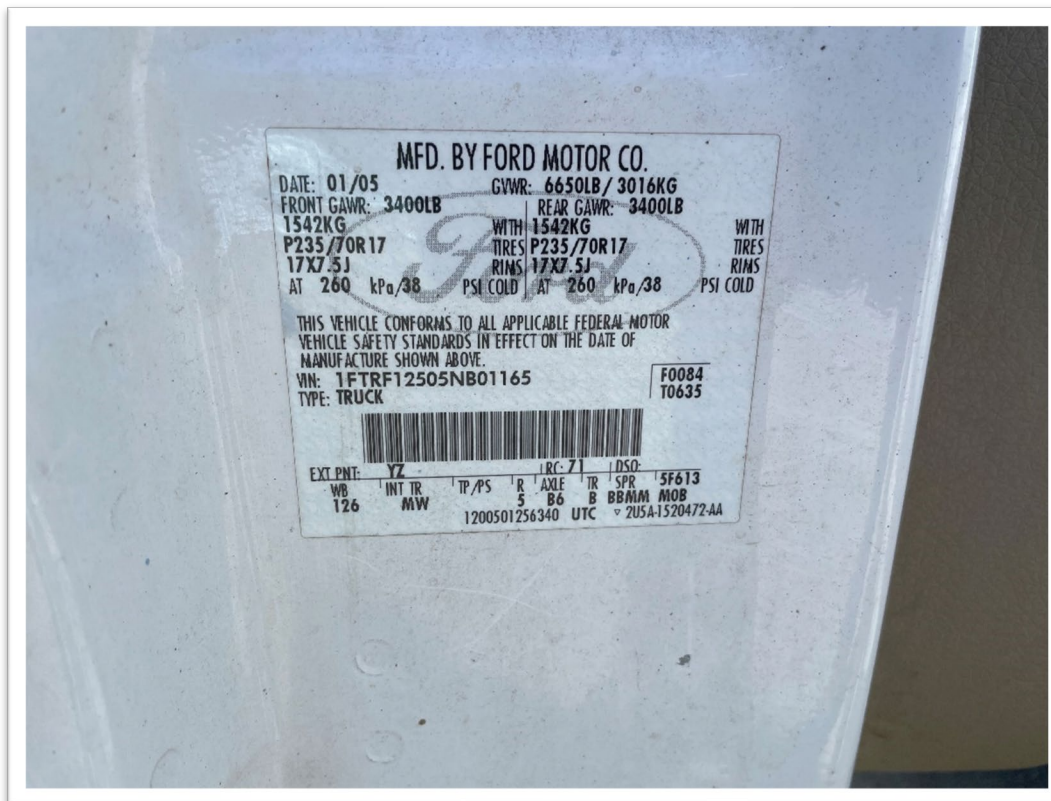
Mileage: 110,092











CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **5.A**

FROM: Matthew McElhenie, General Manager

Meeting Date: April 11, 2024 Subject: Discussion and Consideration to Fix Water and Wastewater Standby or Availability Charges as Provided in Government Code 61124(b) and Consideration of Adoption of Resolution 06-2024 Fixing Water and Wastewater Standby or Availability Charges for Fiscal Year 2024/2025

FISCAL IMPACT:

Standby/Availability Charge	Estimated Revenue for FY 2024/2025
Water	\$178,000
Wastewater	\$116,000

DISCUSSION:

A Financial Report and proposed Resolution 06-2024 is attached for review and adoption after the public hearing is closed. Resolution 06-2024 establishes the Water and Wastewater Standby or Availability Charges for FY 2024/2025 and directs staff to notify the affected property owners. The Board will consider action to confirm the charges and authorize collection on the tax roll after a noticed public hearing on May 9, 2024.

It is recommended that the Board of Directors review the Financial Report on Water and Wastewater Standby or Availability Charges, open the Public Hearing, take public testimony, close the Public Hearing, make appropriate findings, and adopt Resolution 06-2024 establishing water and wastewater standby or availability charges for Fiscal Year 2024/2025.

ATTACHMENTS:

1. [Water or Wastewater Standby or Availability Charges Financial Report](#)
2. [Resolution 06-2024](#)

Water and Wastewater Standby or Availability Charges

Financial Report

Legislative Background

State Government Code §61124 allows the Cambria Community Services (CCSD) to annually levy a maximum of \$45 for water standby or availability charges per acre of land within the CCSD service area, and a maximum of \$30 wastewater standby or availability charges per acre of land within the CCSD service area. The CCSD has determined that the following fee schedule is consistent with the legal standard that the fee not be discriminatory or excessive and does not exceed the reasonable cost of the proportional benefit received by each parcel from the improvements funded by the fees:

Water Standby or Availability Charges

- a. For all parcels of one (1) acre or less: \$45.00
- b. For all un-subdivided land of more than one (1) acre:
\$45.00 plus \$1.35 per acre over one acre.
- c. For all subdivided land of more than one (1) acre:
 - (1) For the first ten (10) acres, \$45.00 per acre.
 - (2) For all such land over the first ten (10) acres, \$1.35 per acre.

Wastewater Standby or Availability Charges

- a. For all parcels of one (1) acre or less: \$30.00
- b. For all un-subdivided land of more than one (1) acre:
\$30.00 plus \$0.90 per acre over one (1) acre.
- c. For all subdivided land of more than one (1) acre:
 - (1) For the first ten (10) acres: \$30.00 per acre.
 - (2) For all such land over the first ten (10) acres: \$0.90 per acre.

These charges do not exceed what the CCSD was charging in November 1996. Therefore, the imposition of the fees is exempt from the requirements of Proposition 218.

Estimated revenues from these sources during the CCSD's Fiscal Year 2024/2025 are as follows:

➤ Water	\$ 178,000
➤ Wastewater	\$ 116,000

The revenue projections are based on charging all improved property owners within the CCSD and all unimproved property owners who have been issued an intent to serve letters or connection permits.

CCSD Policy Summary

In 1987, Government Code §61765.12 did not restrict the use of the standby/availability charges, but Proposition 218 indicates they must be used for "the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control." (California Constitution, Article XIII D, § 4.) In 1990, the Board established a policy whereby the standby and availability charges help fund the CCSD's Capital Improvement Program (CIP). On January 19, 2012, the Board amended this policy so that "Water and Wastewater Standby or Availability revenue is to be spent on maintaining, repairing and/or improving the respective Fund's infrastructure. Specifically, these funds shall be spent on CIP, Major Maintenance or Capital Outlay Projects."

FY 2022/2023 Actual and FY 2023/2024 Projected Revenues & Expenditures

A summary follows of FY 2022/2023 actual and 2023/2024 projected Water and Wastewater revenues and expenditures for CIP, Major Maintenance or Capital Outlay projects.

As indicated, standby or availability revenue is needed to finance the maintenance and improvements of the Funds' infrastructure, particularly since connection fee revenue declined sharply due to the implementation of the Water Code 350 Water Moratorium in 2001. It has been virtually non-existent in the most recent years.

Eliminating the standby and availability charges would eliminate a critical source of funding for infrastructure projects.

Fiscal Year 2022/2023 infrastructure funding sources and expenditures were as follows:

	WATER FUND	WASTEWATER FUND
Standby Availability Revenue	\$175,580	\$114,104
Connection Fee Revenue	- 0 -	- 0 -
Total Funding Sources	\$175,580	\$114,104
Infrastructure Expenditures*	\$175,580	\$114,104
Transfer to Reserves	- 0 -	- 0 -

*Represents sum of Capital/Capital Outlay and Major Maintenance Projects

Fiscal Year 2023/2024 estimated infrastructure funding sources and expenditures are as follows:

	WATER FUND	WASTEWATER FUND
Standby Availability Revenue	\$178,000	\$116,000
Connection Fee Revenue	\$ 0	- 0 -
Total Funding Sources	\$178,000	\$116,000
Infrastructure Expenditures *	\$178,000	\$178,000

*Represents sum of Capital/Capital Outlay and Major Maintenance Projects

The CCSD has identified a few priority Water and Wastewater CIP, Major Maintenance and Capital Outlay Projects, including:

- SCADA System SR4
- Water Meter Replacement/Upgrade
- Santa Rosa Creek Ped Bridge Main
- Rodeo Grounds Pump Station Replacement
- SST – PGE Turnkey Project
- Vehicle & Equipment Replacements
- Lift Station Improvements
- Effluent Water Line Replacement

The proposed project list underscores the importance of having the maximum standby and availability charges in place. Failure to do so further restricts an already slim revenue stream. It may result in the inability of the CCSD to support current and future debt service associated with capital projects and/or limit the CCSD's ability to obtain long-term financing for its projects, in addition to being unable to fund infrastructure maintenance and improvements.

Failure to adopt Resolution 06-2024 will result in an estimated reduction of \$178,000 in Water Enterprise revenues and \$116,000 in Wastewater Enterprise revenues for Fiscal Year 2024/2025.

RESOLUTION 06-2024
APRIL 11, 2024

A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE CAMBRIA COMMUNITY SERVICES DISTRICT
FIXING CCSD WATER AND WASTEWATER STANDBY
OR AVAILABILITY CHARGES

WHEREAS, pursuant to Government Code Section 61124(b), the Board of Directors may, by resolution, continue to collect water and wastewater standby or availability charges in successive years at the same rate; and

WHEREAS, notice was provided and a public hearing scheduled for April 11, 2024 concerning said water and wastewater standby or availability charges; and

WHEREAS, any person interested, including all persons owning property within the CCSD, was given the opportunity to appear and be heard concerning said CCSD water and wastewater standby or availability charges at the April 11, 2024 CCSD regular Board meeting; and

WHEREAS, it is hereby found that the water and wastewater standby fees or availability charges charged confer a special benefit upon the property assessed, and the amount being assessed does not exceed the reasonable cost of the proportional benefit received by each parcel from the improvements funded by the fees; and

WHEREAS, it is hereby found and determined that the water and wastewater standby or availability charges and the different rate structure for subdivided and un-subdivided land as set forth hereinafter are not discriminatory or excessive and will be in compliance with the law; and

WHEREAS, it is hereby found and determined that the water and wastewater standby or availability charges hereinafter set forth be fixed by the CCSD Board of Directors as the CCSD's water and wastewater standby or availability charges.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the CCSD as follows:

1. The recitals set forth hereinabove are true, correct and incorporated herein.
2. The Board of Directors of the CCSD hereby fixes the Water Standby or Availability Charges for the CCSD for the Fiscal Year 2024/2025 as follows:
 - a. For all parcels of one (1) acre or less: \$45.00.
 - b. For all un-subdivided land of more than one (1) acre:
\$45.00 plus \$1.35 per acre over one (1) acre.
 - c. For all subdivided land of more than one (1) acre:
 - (1) For the first ten (10) acres: \$45.00 per acre,
 - (2) For all such land over the first ten (10) acres:
\$1.35 per acre.

Such charges shall be made to all such lands within the CCSD, or outside its territorial limits, to which water is made available by the CCSD for any purpose, whether or not the water is actually used. Unimproved properties that have not been issued an "Intent to Serve" letter or connection permit shall be exempt from this charge.

3. The Board of Directors of the CCSD hereby fixes the Wastewater Standby or Availability Charges for the CCSD for the Fiscal Year 2024/2025 as follows:
 - a. For all parcels of one (1) acre or less: \$30.00.
 - b. For all un-subdivided land of more than one (1) acre: \$30.00 plus \$0.90 per acre over one (1) acre.
 - c. For all subdivided land of more than one (1) acre:
 - (1) For the first ten (10) acres: \$30.00 per acre,
 - (2) For all such land over the first ten (10) acres: \$0.90 per acre.

Such charges shall be made to all such lands within the CCSD or outside its territorial limits to which wastewater is made available by the CCSD for any purpose, whether the water is actually used or not. Unimproved properties that have not been issued an “Intent to Serve” letter or connection permit shall be exempt from this charge.

4. The CCSD Board of Directors intends to hold a public hearing confirming the itemized reports describing each parcel and the amount of Water and Wastewater Standby or Availability Charges to be assessed against each parcel on May 9, 2024, at 1:00 p.m. at the following address: Cambria Veterans Memorial Building, 1000 Main Street, Cambria, California. The said public hearing shall also be accessible via teleconference or other electronic format, and additional notice shall be provided, including a notice being posted on the District’s website: <https://www.cambriacsd.org>.
5. The CCSD Confidential Administrative Assistant is hereby authorized and directed to publish a notice of said public hearing prior to the date set for the hearing in a newspaper of general circulation printed and published in the County and mail to each assessed property owner a notice of the filing of the reports.
6. This Resolution shall take effect immediately upon its adoption.
7. This Resolution shall be available for public inspection in the offices of the CCSD Confidential Administrative Assistant at the following address: Cambria Community Services District, 1316 Tamsen Street, Suite 201, Cambria, California, and on the CCSD website: <https://www.cambriacsd.org/2024-04-11-board-meeting>.

PASSED AND ADOPTED THIS 11th day of April 2024 by the following roll call votes:

Ayes:
Nays:
Absent:

Tom Gray
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Haley Dodson
Confidential Administrative Assistant

Timothy J. Carmel
District Counsel

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. 6.A.

FROM: Matthew McElhenie, General Manager
Timothy Carmel, District Counsel
Alan Fenstermacher, Special Counsel

Meeting Date: April 11, 2024

Subject: Discussion and Consideration of Adoption of Resolution 07-2024 - a Resolution Finding and Determining the Public Interest and Necessity for Acquiring and Authorizing the Condemnation of a Portion of Certain Real Property Generally Located at 2950 Santa Rosa Creek Road (APN 013-081-075) for the Purposes of Continuing to Operation an Existing Potable Water Well, Treatment Plant and Related Facilities

RECOMMENDATIONS:

It is recommended that the Board of Directors (“Board”) discuss, consider and adopt the attached Resolution of Necessity (“Resolution”; Attachment A hereto), which would authorize District staff and special counsel, if necessary, to file a complaint in eminent domain to acquire certain real property (“Subject Property”) from the Coast Unified School District (“CUSD”). A four-fifths vote of the Board is required to approve the Resolution. It is also recommended that the Board make the following findings, among others, as described in the Resolution, including that the Resolution is exempt from CEQA:

- a. The public interest and necessity require the proposed acquisition;
- b. The proposed acquisition is planned or located in a manner that will be most compatible with the greatest public good and the least private injury;
- c. The real property to be acquired is necessary;
- d. That to the extent the Subject Property is currently put to public use by CUSD, the District will put it to a more necessary public use than CUSD’s current use of the Subject Property, pursuant to Code of Civil Procedure section 1240.610; and
- e. The offer of just compensation has been made to CUSD, the sole property owner.

The Subject Property consists of 2.39 acres in fee (0.78 acres of usable land, and 1.61 acres of creek woodland area that will remain entirely undisturbed) with an easement reserved to CUSD so that it may continue to access and utilize its two irrigation wells in this area in perpetuity, as well as three pipeline easements, an access easement, and a combined pipeline and shared road easement, as more particularly described in the Grant Deed and five easement documents attached as Exhibits 1 through 6 to the Resolution (Attachment A). The Subject Property is also depicted and described in detail on pages 5 through 15 of the Statement of Basis for Just Compensation prepared by the District’s appraiser (see, Attachment B hereto).

The Subject Property already contains the District’s existing SR4 Well and associated infrastructure, including a water treatment plant (“Well Facilities”), which have been operated by the District for over twenty years pursuant to a temporary use and access easement with CUSD. Prior to and following the expiration of its temporary access and use rights, and in the face of unreasonable demands from CUSD,

the District has attempted to acquire the Subject Property voluntarily, including offering the CUSD its full appraised value of \$151,507 (Attachment B), but has thus far been unsuccessful. The adoption of the Resolution will not stop the District's attempts to acquire the Subject Property voluntarily, which has always been and remains the District's goal.

FISCAL IMPACT:

The District's appraiser has determined that the Subject Property is worth \$151,507, which the District has already offered to CUSD. Adoption of the Resolution itself will not result in the expenditure of additional funds, but filing an eminent domain lawsuit would likely cost tens to hundreds of thousands of dollars, if CUSD remains unwilling to sell the Subject Property and requires the District to prosecute the lawsuit all the way to trial.

DISCUSSION:

Background

The District was issued a license by the California State Water Resource Control Board ("State Board") that allows it to divert up to 518 acre-feet of water from Santa Rosa Creek each calendar year. In early 2000, Methyl tert-butyl ether (MtBE) contamination of Santa Rosa Creek disrupted the District's water supply, and forced the closure of two of the District's wells, SR1 and SR3.

As a result of these closures, on December 14, 2000, the District and CUSD entered into that certain Agreement for Alternative Point of Water Diversion at Coast Union High School (the "2000 Agreement"), which allowed CCSD to construct the Well Facilities (including the SR4 Well) on the edge of the Coast Union High School property, adjacent to Santa Rosa Creek to the south, and athletic fields to the north. The overall Coast Union High School property is approximately 39.8 acres and located east of the intersection of Main Street and Santa Rosa Creek Road, just north of Santa Rosa Creek, designated as San Luis Obispo County Assessor Parcel Number ("APN") 013-081-075 and generally located at 2950 Santa Rosa Creek Road ("Larger Parcel").

The purpose of the Well Facilities was (and is) to install and utilize a well upgradient from the District's existing Santa Rosa Creek wells, which had been compromised, and provide a long term reliable well for diversion from Santa Rosa Creek, a critical water source for the District and community. The 2000 Agreement was extended twice, and then on September 27, 2012, the parties entered into that certain Agreement for Use of Well SR4 at Coast Union High School and Grant of Related Easements ("2012 Agreement") to replace the 2000 Agreement, and allow the District to continue using and accessing the Well Facilities. (See, Attachment C hereto). As stated in the 2012 Agreement, the District and CUSD agree that "Well SR4 provides a critical domestic water source for the community of Cambria, including for drinking, firefighting and other purposes." (*Id.*)

The SR4 Well has become the District's primary Santa Rosa Creek water supply source, *i.e.*, the source from which CCSD will always initially extract water for its Santa Rosa Creek water supply needs. As an upstream well, it is much more effective and reliable than the District's downstream wells. Diversion of potable water from well SR4 is an absolute necessity in the water production portfolio for the District and the Cambria community. Approximately twenty percent (20%) of the CCSD annual water demand (after conservation) is pumped from the SR4 Well. The SR4 Well pumping quota is distributed uniformly from May through October. Sole reliance on the San Simeon Well Field – which diverts water from the District's only other water source, the San Simeon Creek Basin – occurs during the "Wet Season" from November through April. As the decline in well levels in the San Simeon Creek Basin takes place over the "Dry Season" (May through October), dependence on the Santa Rosa Basin and specifically on Well

SR4 is required. This critical water source is the key to effective aquifer management, which is of the utmost significance in conserving diversion from the San Simeon Well Field. Despite the calendar end of the Dry Season and beginning of the Wet Season, beneficial precipitation and aquifer regeneration often do not occur until late December or January. Reliance on the SR4 Well relieves the harmful effects of over-pumping the San Simeon Creek Basin and other avoidable adverse impacts. Such adverse impacts to the aquifer can take several wet years to restore, and over-withdrawal could depress well levels to a point below stable conditions where saltwater intrusion may occur and render the basin unusable. The SR4 Well has become even more important as the current status of the District's potable water infrastructure includes a temporary potable transmission line from the San Simeon Well Field as a result of a catastrophic failure of the main San Simeon Transmission Line. Additionally, well SR3 is currently offline for treatment process upgrades required by the State Board's Division of Drinking Water.

The 2012 Agreement, and "easement" rights granted therein, all expired September 27, 2022, which was extended by mutual agreement to September 30, 2023. (See, Attachment D hereto.) The 2012 Agreement requires District to pay \$34,592 per year, increased by CPI each year, capped at four percent. Thus, as of 2024, the yearly amount due under the terms of the 2012 Agreement would be \$46,614.60. Accordingly, the District has continued to pay CUSD \$3,884.55 per month, in good faith and despite the expiration of the 2012 Agreement, as the District continues to access and use the Well Facilities.

During 2022 and 2023, the District attempted to reach a long term agreement with CUSD, but was faced with extortionist demands for the continued use of its property, which does not materially impact CUSD's operations, nor does it cost CUSD any amount of money. Specifically, in August 2022, CUSD initially demanded \$83,000 per year, plus annual CPI increases. When that was rejected, in February 2023, CUSD offered \$60,000 or \$55,000 per year, depending on extension term, plus annual CPI increases. In June 2023, CUSD offered \$55,000 per year, plus annual CPI increases, and then in August 2023, offered \$46,614.60 per year plus annual CPI increases. In September 2023, CUSD offered \$36,000 per year, excluding CPI increases, and finally in October 2023, offered \$26,000 per year for either 10 years or 99 years, excluding CPI increases. Various correspondence related to these negotiations, and the District's counteroffers, are collectively included as Attachment E hereto.

While CUSD's asking price has come down considerably, during the negotiation process, the District has realized that it is both grossly inequitable and untenable to continue to pay rent for temporary rights to use the Well Facilities in perpetuity, which at this point, serves only as profit generation for CUSD. Indeed, the District has already paid CUSD in excess of \$765,000 in "rent", which far exceeds the fair market value of the CUSD property that the District has used. The District has determined that further payment to CUSD without the acquisition of equity in the Subject Property essentially amounts to a gift of public funds, because further such payments, in perpetuity, in light of the amount already spent cannot continue to be justified.

Moreover, the District cannot risk losing access to, and the use of, the Well Facilities, a critical water resource for the entire community of Cambria, including CUSD. Under temporary agreements, CUSD can simply refuse to renew, and demand that the District remove the Well Facilities and/or cease their use, which is precisely what CUSD demanded on February 2, 2024. (See, Attachment F hereto.) Given what the District has already paid over the past twenty plus years, any further rent payments cannot be justified to the ratepayers. However, purchase of permanent fee and easement property rights (*i.e.*, the Subject Property) is easily justified, given the added benefit that such a purchase would eliminate all risk the District may lose access to, or use of, the Well Facilities in the future. In addition to being unable to justify paying the unfair and far above market rental rate demands, given the rancor of negotiations to date, the District cannot risk going through this process again, when the next temporary agreement expires. In

order to ensure that sufficient water is available for the community and for domestic use, public safety, and firefighting, this matter must be settled now, for all time.

The CUSD Board of Trustee's public statements at its October 13, 2023 Board meeting made clear to the District that the only way to acquire permanent rights to continue using and accessing its Well Facilities appears to be, unfortunately, by condemnation. The following is a verbatim transcript of the Trustees' statements:

Samuel Shalhoub: At any cost, I don't care if maybe we'll tell Superintendent Smith to let the appraiser on our property. Maybe we will. Maybe if he came back and said, "It's worth 10 million bucks." I wouldn't take the 10 million dollars because we must keep the property whole... And I'd like to open this up for my other trustees. Tiffany, would you be willing to sell the easements?

Tiffany Silva: Never. Never, ever.

Samuel Shalhoub: Lee, would you be willing?

Lee McFarland: Absolutely not.

Samuel Shalhoub: Juli?

Juli Amodei: Absolutely not.

Samuel Shalhoub: So...and I know that Joe Prian gave us permission to say he wouldn't agree to sell either. So this puts us in a very interesting position. It puts us in a position that if the CCSD offers a voluntary sale at any amount, the existing Board of Trustees right now would not agree to it.

For the purpose of fairly valuing the Subject Property for a voluntary sale between the District and CUSD, as well as for use in an eminent domain proceeding in light of the District's difficulty reaching an agreement with CUSD and the strident and uncompromising position taken by its Board, the District commissioned an appraisal of the Subject Property by an experienced and well credentialed appraiser, Stuart DuVall, MAI, with the appraisal firm of George Hamilton Jones, Inc. CUSD has indicated to the District that it is also having the Subject Property appraised, but has not produced that appraisal to the District, or provided the District with any alternative appraised value of the Subject Property.

Using an October 20, 2023 date of value, Mr. DuVall determined that the Subject Property is worth \$151,507. Accordingly, on November 27, 2023, the District offered to resolve this entire dispute permanently, without any need to negotiate future extensions, by purchasing the Subject Property for this full appraised amount (Attachment B). CUSD has rejected this offer, instead sending District a Notice of Default under 2012 Agreement on February 2, 2024 (Attachment F), and filing a formal claim for damages under the Government Claims Act on March 28, 2014 (See, Attachment G hereto). CUSD's Notice of Default demanded that the District "cease all use of the SR4 well and remove the water treatment facilities." CUSD's demand makes clear that unless the District acquires *permanent* rights to access and use the Well Facilities, there is a significant risk the District will lose the ability to do so, whether now, or in the future after any further extension to the District's temporary access and use rights expire. Again, the only way to eliminate this risk is by acquiring permanent access and use rights (*i.e.*, the Subject Property), which CUSD has unequivocally indicated it is entirely unwilling to voluntarily sell.

As mentioned above, the Subject Property consists of a fee interest (the property where the Well Facilities are already located) with an easement reserved in favor of CUSD for access and use of its existing irrigation wells, and a total of five easements for vehicle/truck access and pipelines (*See*, Attachment A, Exs. 1 through 6.) The individual property interests that comprise the Subject Property are summarized below, with the corresponding fair market value as determined by Mr. DuVall:

1. Fee Acquisition for Well Site, Treatment Plant, Pipelines and Access					
See Attachment 1. 2.39 acres enclosed by a fence along the southwesterly boundary of the school site. Includes approximately 0.78 acres of usable land and approximately 1.61 acres of creek woodland area.					
Unencumbered Usable Land	0.78	acres @	\$98,000 per acre x	100% =	\$76,440
Grass lawn improvements	0.53	acres @	\$76,000 per acre x	100% =	\$40,280
Gravel road improvements	0.07	acres @	\$62,000 per acre x	100% =	\$4,340
Creek Woodland Land	1.61	acres @	Nominal value		
Total					\$121,060

2. Underground Water Pipeline Easement Under Right Field Corner of Softball Field					
See Attachment 2. Approximately 20' x 120' straight path outside of larger fenced enclosure. Outfield grass and irrigation to be repaired or replaced if disturbed. Limits surface use to groundcover, paving or small shrubs. At edge of sports fields away from building areas. 50% of utility acquired.					
Unencumbered Usable Land	0.0551	acres @	\$98,000 per acre x	50% =	\$2,700

3. Underground Water Pipeline Easement Near Santa Rosa Creek Road					
See Attachment 3. Approximately 20' x 95' angled path under driveway and groundcover. Surface improvements to be repaired or replaced if disturbed. Limits surface use to groundcover, paving or small shrubs. At edge of site away from building areas. 50% of utility acquired.					
Unencumbered Usable Land	0.0436	acres @	\$98,000 per acre x	50% =	\$2,137

4. Underground Water Pipeline and Shared Access Road Easement Beyond Football Field					
See Attachment 4. Approximately 20' x 240' between parking lot and fee acquisition area. Shared use with CUSD. Grass lawn to be replaced by asphalt paved road. Irrigation to be repaired if disturbed. Along southwesterly edge of football field fence. 75% of utility acquired.					
Unencumbered Usable Land	0.1102	acres @	\$98,000 per acre x	75% =	\$8,099
Grass lawn improvements	0.1102	acres @	\$76,000 per acre x	100% =	\$8,375
Total					\$16,474

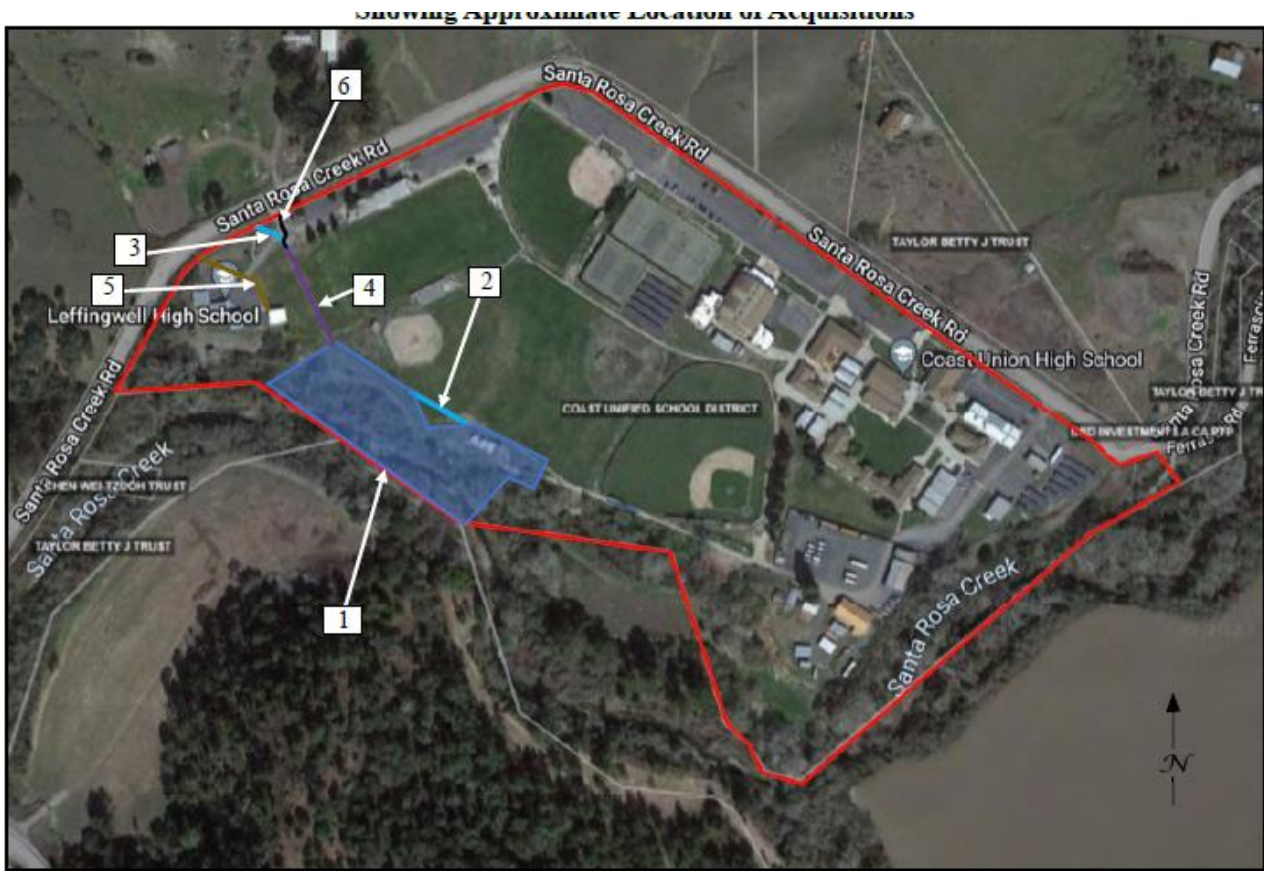
5. Underground Sewer Pipe Easement to Santa Rosa Creek Rd. From Leffingwell Continuation HS					
See Attachment 5. Approximately 10' x 184' angled path. Grass lawn and paving to be repaired or replaced if disturbed. Limits surface use to paving, groundcover and/or small shrubs. Along edge of parking lot to property boundary. 50% of utility acquired.					
Unencumbered Usable Land	0.0422	acres @	\$98,000 per acre x	50% =	\$2,070

6. Easement to Use Driveways for Access Between Santa Rosa Cr. Rd. and CCSD Fenced Area					
See Attachment 6. Approximately 20' x 90' irregular path. Shared roadway with CUSD. Relocatable. Use of surface paving (\$244,000/acre). 50% of utility acquired.					
Unencumbered Usable Land	0.0413	acres @	\$98,000 per acre x	50% =	\$2,025
Asphalt Paving	0.0413	acres @	\$244,000 per acre x	50% =	\$5,041
Total					\$7,066

Summary of Acquisitions:	
1. Well Site, Treatment Plant, Pipelines, and Access (Fee Acquisition)	\$121,060
2. Underground Water Pipeline Easement - Right Field	\$2,700
3. Underground Water Pipeline Easement - Near Santa Rosa Creek Road	\$2,137
4. Underground Water Pipeline and Shared Access Road Easement	\$16,474
5. Underground Sewer Pipeline Easement From LCHS to Road	\$2,070
6. Easement to Use Driveways for Access near Santa Rosa Creek Road	\$7,066
Total Acquisitions:	\$151,507

After the proposed condemnation of the Subject Property, the only material change from existing conditions would be to significantly improve the location of the District's access to the Well Facilities to reduce any burden on CUSD, and improve safety. Currently and continuously since the construction of

the Well Facilities over 20 years ago, the District has used an access road that travels along the Coast Unified High School baseball field and enters the Larger Parcel on the eastern property line, without any physical separation from the Larger Parcel. As proposed by the Resolution, following acquisition of the Subject Property, CCSD would access the Well Facilities from the Larger Parcel's western property line, which is much closer to the Well Facilities and results in a shorter access road. This road would also be physically separated from the Larger Parcel by a secured fence and would travel over a much less utilized area of the Larger Parcel than the existing access road. The area will be secured by locked gates, but CUSD will have keys and unrestricted access along with CCSD. The existing access roads total approximately 1,500 linear feet over the Larger Parcel, and the new access road and driveway easement would be a total of only 330 linear feet. Finally, it bears noting that the use of the portion of the Subject Property that would be acquired in fee would be entirely unchanged. The proposed alignment of all the easements that make up the Subject Property are shown below, which is taken from page 5 of the District's Statement of Basis for Just Compensation (Attachment B):



- | | |
|---|--|
| <ul style="list-style-type: none"> 1 2, 3 4 5 6 | <ul style="list-style-type: none"> Well site, water treatment plant, underground pipeline, and access. (Fee) Underground water pipeline easements Underground water pipeline easement and shared road access easement Underground sewer pipeline easement Driveway access easement |
|---|--|

Resolution of Necessity

Pursuant to California eminent domain law (Code Civ. Proc. § 1245.210 *et seq.*), a public entity may not commence eminent domain proceedings until its governing body (here, the Board) has adopted a Resolution of Necessity, which may only be adopted after the Board has given each party with an interest in the affected property or their representatives a reasonable opportunity to appear and be heard on the following matters, and the Board has made the following findings, pursuant to Code of Civil Procedure section 1245.245:

- a. The public interest and necessity require the proposed acquisition;
- b. The proposed acquisition is planned or located in a manner that will be most compatible with the greatest public good and the least private injury;
- c. The real property to be acquired is necessary;
- e. The offer of just compensation has been made to the property owner.

Additionally, because the Subject Property is owned by another public agency, the Board must find that the District will put the Subject Property to a more necessary public use than CUSD's current use of the Subject Property, to the extent the Subject Property is currently put to public use by CUSD. (Code Civ. Proc. § 1240.610.)

The District staff recommends that the Board make all the foregoing findings, for the reasons set forth throughout this report and detailed in the attached Resolution (Attachment A) and all other attachments, supporting and referenced documents, and elsewhere in the administrative record.

As mentioned above, an offer for just compensation was made to CUSD on November 27, 2023 (Attachment B), and CUSD was provided with ample notice of this hearing on the Resolution (See, Attachment H hereto). CUSD's attorneys responded to that notice, confirming receipt and indicating that CUSD would object to the District's proposed adoption of the Resolution. (See, Attachment I hereto)

Environmental Review

The proposed adoption of the Resolution is exempt from the California Environmental Quality Act ("CEQA") on a number of independent grounds.

First, the acquisition of the Subject Property and continued operations of the existing Well Facilities without any modifications thereto (just a mere change in ownership of the underlying property), as well as minor construction activities to move/install pipelines and create an access road over already disturbed areas, and the associated operation thereof, is exempt under the "common sense" exemption because there is no possibility the acquisition of the Subject Property would have a significant impact on the environment. (14 Cal. Code Regs. ["CEQA Guidelines"] § 15061(b)(3))

Second, projects that involve the installation, removal, replacement and maintenance of pipelines, such as the acquisition of the Subject Property, are statutorily exempt from CEQA. (CEQA Guidelines 15282(k); Pub. Res. Code 21080.21).

Third, the acquisition of the Subject Property is categorically exempt from CEQA under the Class 1 (Existing Facilities; CEQA Guidelines § 15301), Class 2 (Replacement or Reconstruction; CEQA Guidelines § 15302), Class 3 (New Construction of Small Structures; CEQA Guidelines § 15303), Class 4 (Minor Alterations to Land; CEQA Guidelines § 15304), Class 15 (Minor Land Divisions; CEQA

Guidelines § 15315) and Class 32 (Infill; CEQA Guidelines § 15332) categorical exemptions. No unusual circumstances relating to the acquisition of the Subject Property exist here, and there is no reasonable possibility that the acquisition of the Subject Property would result in a significant effect on the environment due to unusual circumstances. No exceptions to these categorical exemptions apply. (CEQA Guidelines § 15300.2)

Attachments:

- A. Resolution of Necessity with Exhibits
- B. Offer Letter with Attached Statement of Basis for Just Compensation
- C. 2012 Agreement for Use of Well SR4 at Coast Union High School and Grant of Related Easements
- D. Amendment to 2012 Agreement
- E. Various Correspondence between CUSD and the District
- F. February 2, 2024 Notice of Default from CUSD
- G. Claim for Damages from CUSD
- H. Notice of Intent to Adopt Resolution of Necessity
- I. Objection to Proposed Resolution of Necessity

RESOLUTION NO. 07-2024

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CAMBRIA COMMUNITY SERVICES DISTRICT FINDING AND DETERMINING THE PUBLIC INTEREST AND NECESSITY FOR ACQUIRING AND AUTHORIZING THE CONDEMNATION OF A PORTION OF CERTAIN REAL PROPERTY GENERALLY LOCATED AT 2950 SANTA ROSA CREEK ROAD (APN 013-081-075) FOR THE PURPOSES OF CONTINUING TO OPERATE AND MAINTAIN AN EXISTING POTABLE WATER WELL, TREATMENT PLANT AND RELATED FACILITIES

WHEREAS, the Cambria Community Services District (“CCSD”) currently owns and operates a potable water well, known as SR4 (“Well SR4 or “SR4 well”), a water treatment facility and associated infrastructure (“Well Facilities”) on property owned by the Coast Unified School District (“CUSD”), pursuant to an agreement with CUSD first entered into on or about December 14, 2000 (“Prior Agreement”), and again on September 27, 2012 (the “Agreement”);

WHEREAS, the property owned by CUSD where the Well Facilities are located is the location of the Coast Union High School, and consists of approximately 39.8 acres of real property located east of the intersection of Main Street and Santa Rosa Creek Road, just north of Santa Rosa Creek, designated as San Luis Obispo County Assessor Parcel Number (“APN”) 013-081-075 and generally located at 2950 Santa Rosa Creek Road, Cambria, CA (“Larger Parcel”), which is more particularly described in Exhibit 7 attached hereto;

WHEREAS, CCSD accesses the Well Facilities – which are located on an unused edge of the Larger Parcel adjacent to the Santa Rosa Creek, from which the SR4 well diverts water – pursuant to temporary easements granted by CUSD pursuant to the Agreement, with the same term as the Agreement (“Existing Easement”);

WHEREAS, as memorialized in the Agreement, CUSD concurred that the SR4 well provides a critical domestic water source for the community of Cambria, including for drinking, firefighting, and to protect life, health, property and the provision of essential public services;

WHEREAS, the Agreement further provided that the SR4 well is CCSD’s primary Santa Rosa Creek water supply source, i.e., the source from which CCSD will always initially extract water for its Santa Rosa Creek water supply needs. As an upstream well, the SR4 well is much more effective and reliable than the District’s downstream wells;

WHEREAS, diversion of potable water from the Santa Rosa Creek using the SR4 well is an absolute necessity in the water production portfolio for CCSD and the community. Approximately twenty percent (20%) of the CCSD annual water demand (after conservation) is pumped from the SR4 well. The SR4 well pumping quota is distributed uniformly from May through October. Sole reliance on the San Simeon Well Field – which diverts water from CCSD’s only other water source, the San Simeon Creek – occurs during the “Wet Season” from November through April. As the decline in well levels in the San Simeon Creek Basin takes place over the “Dry Season” (May through October), dependence on the Santa Rosa Basin and specifically on

well SR4 is required. This critical water source is the key to effective aquifer management, which is of the utmost significance in conserving diversion from the San Simeon Well Field. Despite the calendar end of the Dry Season and beginning of the Wet Season, beneficial precipitation and aquifer regeneration often do not occur until late December or January. Reliance on the SR4 well relieves the harmful effects of over-pumping the San Simeon Basin and other avoidable adverse impacts. Such adverse impacts to the aquifer can take several wet years to restore, and over-withdrawal could depress well levels to a point below stable conditions where saltwater intrusion may occur and render the basin unusable. SR4 has become even more important as the current status of the District's potable water infrastructure includes a temporary potable transmission line from the San Simeon Well Field as a result of a catastrophic failure of the main San Simeon Transmission Line. Additionally, well SR3 – a well in CCSD's downstream Santa Rosa Creek wellfield – is currently offline for treatment process upgrades as per the State Water Resources Control Board Division of Drinking Water.

WHEREAS, despite the lack of any monetary impacts resulting from CCSD's activities on the Larger Parcel, pursuant to the Agreement, (i) CUSD charges CCSD an annual fee for its use of the Larger Parcel, and (ii) CCSD conducted a water audit for CUSD in order to assist in determining manners in which CUSD could conserve water;

WHEREAS, over the time CCSD has used a very small portion of the Larger Parcel for its Well Facilities, which are a critical part of CCSD's water portfolio that serves most of the families with children in CUSD schools, it has paid CUSD in excess of \$765,000 in "rent", which as further explained below, far exceeds the fair market value of the property CCSD has occupied;

WHEREAS, all amounts CUSD has charged, or will charge, CCSD is passed on to Cambria ratepayers, which includes most of the student and parent population served by CUSD;

WHEREAS, the Agreement was extended by mutual agreement, but ultimately, it expired on September 30, 2023, after CUSD and CCSD could not come to an agreement;

WHEREAS, CCSD has paid to CUSD the sum of \$27,191.85 since the expiration of the Agreement, and will continue to pay CUSD \$3,884.55 per month, the amount owed as a holdover tenant under the Agreement;

WHEREAS, the Agreement was not extended due to CUSD unreasonably demanding exorbitant increases to the annual fee, initially demanding \$83,000 per year, plus annual CPI increases (August, 2022), then \$60,000 or \$55,000 per year, depending on extension term, plus annual CPI (February, 2023), then \$55,000 per year, plus annual CPI (June, 2023), then \$46,614.60 per year plus annual CPI (August, 2023), then \$36,000 per year, excluding CPI increases (September, 2023), and finally \$26,000 per year for either 10 years or 99 years, excluding CPI increases (October, 2023);

WHEREAS, at its October 12, 2023, regular meeting each member of the CUSD Board of Trustees unequivocally indicated that there were no circumstances under which he/she would entertain the prospect of a voluntary sale of the Subject Property, as defined below. Following is a verbatim transcript of the Trustees' statements:

Samuel Shalhoub: At any cost, I don't care if maybe we'll tell Superintendent Smith to let the appraiser on our property. Maybe we will. Maybe if he came back and

said, "It's worth 10 million bucks." I wouldn't take the 10 million dollars because we must keep the property whole... And I'd like to open this up for my other trustees. Tiffany, would you be willing to sell the easements?

Tiffany Silva: Never. Never, ever.

Samuel Shalhoub: Lee, would you be willing?

Lee McFarland: Absolutely not.

Samuel Shalhoub: Juli?

Juli Amodei: Absolutely not.

Samuel Shalhoub: So...and I know that Joe Prian gave us permission to say he wouldn't agree to sell either. So this puts us in a very interesting position. It puts us in a position that if the CCSD offers a voluntary sale at any amount, the existing Board of Trustees right now would not agree to it;

WHEREAS, CUSD's actions have placed Cambria's extremely fragile and finite water supply in jeopardy, particularly in light of its February 2, 2024 contention that CCSD no longer owns the Well Facilities and has no right to use them to provide water to the residents of Cambria and demand that CCSD "cease all use of the SR4 well and remove the water treatment facilities";

WHEREAS, in light of CUSD's positions and actions, CCSD has been investigating acquiring approximately 2.39 acres of the Larger Parcel in fee (0.78 acres of usable land, and 1.61 acres of creek woodland area that will remain entirely undisturbed), as well as three pipeline easements, an access easement, and a combined pipeline and shared road easement (collectively, the "Subject Property"; *see*, Exhibits 1 through 6 hereto), to ensure both (i) that this critical source of water is preserved and available to CCSD and the people of Cambria in perpetuity, (ii) protect its ratepayers, and in fact CUSD's own students and parents, from increased rates as a result of exorbitant demands sought by CUSD not as cost recovery, but for no other purpose than profit, and (iii) improve existing conditions such that CCSD's access to the Well Facilities will be secured and separated from Coast Union High School, and result in less interference with CUSD's use by using a much shorter and safer access road located on an used area of the Larger Parcel;

WHEREAS, the scarcity of CCSD's water sources has been judicially established, as set forth in the September 6, 2022 ruling and Findings of Fact and Conclusions of Law, issued in *Michael Windeler et. al., v. Cambria Community Services District et. al.*, United States District Court for the Central District of California, Case Number 19-6325, which is hereby incorporated herein by this reference;

WHEREAS, the area of the Subject Property CCSD would acquire in fee contains its Well Facilities, which CCSD already owns, as well as the underlying real property, which CCSD does not own;

WHEREAS, despite not owning the underlying real property, CCSD has already been appropriating the majority of the Subject Property to a critical public use for over twenty years, which CUSD's recent actions seek to interfere with;

WHEREAS, the Subject Property is described in more detail in the proposed Grant Deed attached hereto as Exhibit 1, and proposed easement documents attached hereto as Exhibits 2 through 6;

WHEREAS, the condemnation of the Subject Property (“Project”) is for a far more public use than CUSD’s current use, CUSD has no use for the Subject Property – which is largely already occupied by improvements already owned and operated by CCSD – yet the Subject Property is a critical piece of CCSD’s infrastructure and water portfolio, without which it cannot ensure it can continue to provide water to all of CCSD’s customers, which is an extreme public health and safety issue;

WHEREAS, the condemnation of the Subject Property would have no impact on the high school located on the Larger Parcel, as the improvements already exist, and are already operated and maintained by CCSD;

WHEREAS, pursuant to California Government Code section 7267.2, the CCSD has obtained an appraisal of the Subject Property to be acquired and on or about November 27, 2023, made an offer to the owner (CUSD) to acquire the Subject Property for the full amount set forth in the appraisal summary (Statement of Basis for Just Compensation), which was \$151,507;

WHEREAS, CCSD has been negotiating with CUSD in an attempt to reach a negotiated acquisition of the Subject Property, but to date and as detailed above, those negotiations have not proven successful;

WHEREAS, the CCSD has given written notice by first class mail at least fifteen (15) days prior to the date of this Resolution to the owner whose property is to be acquired by eminent domain;

WHEREAS, the CCSD’s notice to those persons sets forth the intent of the CCSD to adopt a Resolution of Necessity for acquisition by eminent domain of the Subject Property, and further provides that such persons shall have a right to appear and to be heard on the matters referred to in Code of Civil Procedure section 1240.030, and further provides that failure of such persons to file a written notice of intent to appear and to be heard within fifteen (15) days following the date of mailing of the CCSD’s notice shall result in a waiver of such right, and further contained all of the other matters required by Code of Civil Procedure section 1245.235;

WHEREAS, the CCSD Board of Directors held a hearing on April 11, 2024, for the purposes of allowing the record owner of the Larger Parcel a reasonable opportunity to appear and be heard regarding CCSD’s condemnation of the Subject Property, identification of the “Project,” and on the following matters:

- A. Whether the public interest and necessity require the proposed condemnation and the Project;
- B. Whether the proposed condemnation and use of the Subject Property is planned or located in a manner which is most compatible with the greatest public good and the least private injury;

- C. Whether the Subject Property proposed to be acquired is necessary for CCSD's proposed use;
- D. Whether the Subject Property is currently appropriated to public use, and if so, will be put to a more necessary public use than CUSD's current use of the Subject Property, pursuant to Code of Civil Procedure section 1240.610;
- D. Whether the offer required by Government Code section 7267.2 had been given to the owners of record; and
- E. Whether the CCSD has met all other procedural requirements for the exercise of eminent domain;

and whether the CCSD had properly exercised all of its statutory responsibilities and duties antecedent to the exercise of eminent domain against the Subject Property, including review under the California Environmental Quality Act ("CEQA");

WHEREAS, the acquisition of the Subject Property is exempt from CEQA because, *inter alia*, there is no possibility that the mere change of ownership of the Subject Property would have a significant impact on the environment (14 Cal. Code Regs. ["CEQA Guidelines"] § 15061(b)(3)), projects involving pipelines are statutorily exempt (CEQA Guidelines 15282(k); Pub. Res. Code 21080.21), and the Class 1 (Existing Facilities), Class 2 (Replacement or Reconstruction), Class 3 (New Construction of Small Structures), Class 4 (Minor Alterations to Land), Class 15 (Minor Land Divisions), and Class 32 (Infill) categorical exemptions all apply here;

WHEREAS, there is no reasonable possibility that the acquisition of the Subject Property would result in significant impact on the environment due to unusual circumstances, and no unusual circumstances exist; and

WHEREAS, the CCSD is hereby authorized and empowered to acquire fee title in and to the Subject Property by eminent domain for the proposed Project in accordance with Code of Civil Procedure section 1230.010 et seq., Government Code sections 37350.5 and 40404, the Constitution of the State of California, and California Eminent Domain Law.

NOW, THEREFORE, BE IT RESOLVED by the CCSD Board of Directors that the Board of Directors does hereby find, determine and declare upon evidence presented to the Board and elsewhere in the administrative record and CCSD's files, in its independent judgment, as follows:

SECTION 1. The above recitals are true and correct and incorporated herein.

SECTION 2. The public interest and necessity require the acquisition of the Subject Property for CCSD's proposed use because:

- A. CCSD's Well Facilities, which are located on the Subject Property, are a critical source of water for Cambria, and the proposed acquisition of the Subject Property ensures that this water source will be permanently available to CCSD and its customers, without interference from CUSD, which has both (1) demanded that the Well Facilities be removed, and (2) claimed that CUSD now owns the Well Facilities;

- B. Cambria has an extremely limited water supply, and without the Well Facilities, CCSD may not be able to continue to reliably provide water for all of its existing customer year after year, which would be a major public health and safety crisis;
- C. CCSD's ratepayers will realize long term savings from ceasing to pay rent to CUSD in perpetuity for the use of its property for the Well Facilities and access thereto, far in excess of its fair market value. CCSD has already paid CUSD many times what the Subject Property is worth, and CUSD still demands more money and insists on only offering CCSD temporary access and use rights, rather than permanent rights, which the CUSD Board has indicated it will not, under any circumstances, voluntarily sell to CCSD for any price. CUSD has threatened to cut off CCSD's use of the Well Facilities permanently if its demands for inequitable payments for these temporary rights are not met;
- D. Diversion of potable water from the Santa Rosa Creek using the SR4 well is an absolute necessity in the water production portfolio for CCSD and the community. Approximately twenty percent (20%) of the CCSD annual water demand (after conservation) is pumped from the SR4 well. The SR4 pumping quota is distributed uniformly from May through October. Sole reliance on the San Simeon Well Field – which diverts water from CCSD's only other water source, the San Simeon Creek – occurs during the "Wet Season" from November through April. As the decline in well levels in the San Simeon Creek Basin takes place over the "Dry Season" (May through October), dependence on the Santa Rosa Basin and specifically on well SR4 is required. This critical water source is the key to effective aquifer management, which is of the utmost significance in conserving diversion from the San Simeon Well Field. Despite the calendar end of the Dry Season and beginning of the Wet Season, beneficial precipitation and aquifer regeneration often do not occur until late December or January. Reliance on the SR4 well relieves the harmful effects of over-pumping the San Simeon Basin and other avoidable adverse impacts. Such adverse impacts to the aquifer can take several wet years to restore, and over-withdrawal could depress well levels to a point below stable conditions where saltwater intrusion may occur and render the basin unusable. Well SR4 has become even more important as the current status of the District's potable water infrastructure includes a temporary potable transmission line from the San Simeon Well Field as a result of a catastrophic failure of the main San Simeon Transmission Line. Additionally, well SR3 – a well in CCSD's downstream Santa Rosa Creek wellfield – is currently offline for treatment process upgrades as per the State Water Resources Control Board Division of Drinking Water; and
- E. The limited nature of CCSD's extremely scarce water supply, even with the use of SR4, has been thoroughly documented in federal court and established by judicial order, as set forth in the September 6, 2022 ruling and Findings of Fact and Conclusions of Law, issued in *Michael Windeler et. al., v. Cambria Community Services District et. al.*, United States District Court for the Central District of California, Case Number 19-6325.

SECTION 3. To the extent any portion of the Subject Property is already devoted to a public use by CUSD, CCSD's proposed use of the Subject Property is a more necessary public use pursuant to California Code of Civil Procedure sections 1240.610 et seq., for the following reasons:

- A. CCSD's Well Facilities, which are located on the Subject Property, are a critical source of water for Cambria, and the proposed acquisition of the Subject Property ensures that this water source will be permanently available to CCSD and its customers, without interference from CUSD, which has both (1) demanded that the Well Facilities be removed, and (2) claimed that CUSD now owns the Well Facilities;
- B. Cambria has an extremely limited water supply, and without the Well Facilities, CCSD may not be able to continue to reliably provide water for all of its existing customer year after year, which would be a major public health and safety crisis;
- C. CCSD's ratepayers will realize long term savings from ceasing to pay rent to CUSD in perpetuity for the use of its property, far in excess of its market value. CUSD's own service population, the majority of which are CCSD ratepayers, would likewise monetary benefit. CCSD has already paid CUSD many times what the Subject Property is worth, and CUSD still demands more money and insists on only offering CCSD temporary access and use rights, rather than permanent rights, which the CUSD Board has indicated it will not voluntarily sell, under any circumstances, to CCSD for any price. CUSD has threatened to cut off CCSD's use of the Well Facilities permanently if its demands for inequitable payments for these temporary rights are not met.;
- D. CUSD currently has no use for the Subject Property, which is nearly entirely occupied by the existing CCSD Well Facilities, and is outside of area of the Larger Parcel occupied by Coast Union High School;
- E. CUSD has no public use for the subsurface easement rights being acquired by CCSD, which by contrast, are of great importance to CCSD and the public for the purposes of transporting water diverted by the SR4 well and related purposes;
- F. CCSD's acquisition of the Subject Property would not interfere with CUSD's use of the Larger Parcel, because CCSD's above-ground operations on the Subject Property would remain largely unchanged, and in fact improved, and subsurface easements would in no way interfere with CUSD's use of the Larger Parcel;
- G. Diversion of potable water from the Santa Rosa Creek using the SR4 well is an absolute necessity in the water production portfolio for CCSD and the community. Approximately twenty percent (20%) of the CCSD annual water demand (after conservation) is pumped from the SR4 well. The SR4 pumping quota is distributed uniformly from May through October. Sole reliance on the San Simeon Well Field – which diverts water from CCSD's only other water source, the San Simeon Creek – occurs during the "Wet Season" from November through April. As the decline in well levels in the San Simeon Creek Basin takes place over the "Dry Season" (May through October), dependence on the Santa Rosa Basin and specifically on well

SR4 is required. This critical water source is the key to effective aquifer management, which is of the utmost significance in conserving diversion from the San Simeon Well Field. Despite the calendar end of the Dry Season and beginning of the Wet Season, beneficial precipitation and aquifer regeneration often do not occur until late December or January. Reliance on the SR4 well relieves the harmful effects of over-pumping the San Simeon Basin and other avoidable adverse impacts. Such adverse impacts to the aquifer can take several wet years to restore, and over-withdrawal could depress well levels to a point below stable conditions where saltwater intrusion may occur and render the basin unusable. Well SR4 has become even more important as the current status of the District's potable water infrastructure includes a temporary potable transmission line from the San Simeon Well Field as a result of a catastrophic failure of the main San Simeon Transmission Line. Additionally, well SR3 – a well in CCSD's downstream Santa Rosa Creek wellfield – is currently offline for treatment process upgrades as per the State Water Resources Control Board Division of Drinking Water

H. Condemnation of the Subject Property will result in a safer conditions on the Larger Parcel, and in fact result in less interference with CUSD's use thereof when compared to existing conditions, for the following reasons:

1. Currently and continuously since the construction of the SR4 Well Facilities over 20 years ago, CCSD accesses the SR4 Well Facilities using an access road that travels along the Coast Unified High School baseball field and enters the Subject Property on the eastern property line, without any physical separation from the Larger Parcel. Following condemnation of the Subject Property, CCSD would access the Well Facilities from the Larger Parcel's western property line, which is much closer to the Well Facilities and results in a shorter access road. This road would also be physically separated from the Larger Parcel by a fence, and would travel over a much less utilized area of the Larger Parcel than the existing access road. The area will be secured by locked gates, but CUSD will have keys along with CCSD. The existing access roads total approximately 1,500 linear feet over the Larger Parcel, and the new access road and driveway easement would be a total of only 330 linear feet. The proposed alignment of all the easements that make up the Subject Property are shown on page 5 of CCSD's Statement of Basis for Just Compensation, which is included as Exhibit 7, as an attachment to CCSD's November 27, 2023 offer to purchase the Subject Property.
2. CUSD has complained about the lack of physical separation between CCSD's vehicles accessing the Well Facilities and the High School, and based on the parties' previous communications, CCSD and CUSD actually agree the new alignment, as proposed in this Resolution, will be safer and generally a significant improvement for all parties over the existing conditions, which necessarily includes any time extension to the Existing Easement.

- I. CUSD will continue to have the ability to access and utilize its two irrigation wells and associated infrastructure on the Subject Property, in perpetuity, without interference from CCSD, pursuant to an easement reserved in favor of CUSD over the portion of the Subject Property that CCSD proposes to acquire in fee (see, Exhibit 1). CUSD's operations of these wells will not change as a result of the change of ownership of the underlying Subject Property, as the surface improvements in the area to be acquired in fee – which is where both of CUSD's well are located – will be entirely unchanged.

SECTION 4. A significant portion of the Subject Property – and nearly all the above-ground use thereof, and in particular, where the Well Facilities are located – is currently appropriated to public use by CCSD, not CUSD.

SECTION 5. CCSD is authorized to acquire the Subject Property, including the improvements thereon for the public use set forth herein in accordance with the California Constitution and the California Eminent Domain Law, Code of Civil Procedure section 1230.010 et seq. and pursuant to Government Code sections 37350.5 and 40404.

SECTION 6. The proposed use of the Subject Property is planned or located in a manner that will be most compatible with the greatest public good and the least private and public injury, because it largely entails a mere change in ownership of underling property, as well as permanent subsurface pipeline easements and surface access rights, without changing the use of much of the Subject Property, and thus there will be no injury to CUSD or otherwise. Further, to the extent the use is changed by moving the location of the surface access road and subsurface easements, the condemnation of the Subject Property will result in a safer condition on the Larger Parcel, and in fact result in less interference with, or injury to, CUSD's use thereof when compared to existing conditions and the least private or public injury possible, for the following reasons:

- A. Currently and continuously since the construction of the SR4 Well Facilities over 20 years ago, CCSD accesses the SR4 Well Facilities using an access road that travels along the Coast Unified High School baseball field and enters the Subject Property on the eastern property line, without any physical separation from the Larger Parcel. Following condemnation of the Subject Property, CCSD would access the Well Facilities from the Larger Parcel's western property line, which is much closer to the Well Facilities and results in a shorter access road. This road would also be physically separated from the Larger Parcel by a fence, and would travel over a much less utilized area of the Larger Parcel than the existing access road. The area will be secured by locked gates, but CUSD will have keys along with CCSD. The existing access roads total approximately 1,500 linear feet over the Larger Parcel, and the new access road and driveway easement would be a total of only 330 linear feet. The proposed alignment of all the easements that make up the Subject Property are shown on page 5 of CCSD's Statement of Basis for Just Compensation as an attachment to CCSD's November 27, 2023 offer to purchase the Subject Property.
- B. CUSD has complained about the lack of physical separation between CCSD's vehicles accessing the Well Facilities and the High School, and based on the parties' previous communications, CCSD and CUSD actually agree the new

alignment, as proposed in this Resolution, will be safer and generally better for all parties than the existing conditions, which necessarily includes any time extension to the Existing Easement.

SECTION 7. The Subject Property is necessary for CCSD’s proposed use, because CUSD has demanded that CCSD remove and/or cease all use of the Well Facilities, and has refused to voluntarily sell the Subject Property to CCSD, or allow CCSD to continue use the Subject Property in exchange for reasonable, fair market consideration. Without condemnation, CUSD has made clear to CCSD that it will lose the ability to use the Well Facilities, a critical piece of its finite water supply. Further, even if CCSD and CUSD were able to reach an agreement that would extend CCSD’s temporary rights to use and access the Well Facilities, the risk that CUSD would refuse to extend those rights the next time they expire remains, particularly based on its conduct over the last several years. Thus, further extension of temporary access and use rights would not eliminate CCSD’s concern that it may lose the ability to use the Well Facilities in the future. The Board finds and declares that it must acquire the Subject Property in order to permanently secure the right to use and access the Well Facilities in perpetuity, in order to secure its extremely vulnerable water portfolio.

SECTION 8. The offer required by Government Code section 7267.2(a), together with the accompanying statement of, and summary of the basis for, the amount established as just compensation, was made to the owner or owners of record on or about November 27, 2023, which offer and accompanying statement/summary were in a form and contained all of the factual disclosures provided by Government Code section 7267.2(a).

SECTION 9. The proposed acquisition of the Subject Property is exempt from CEQA, because, *inter alia*, there is no possibility that the change of ownership of existing improvements would have a significant impact on the environment (14 Cal. Code Regs. [“CEQA Guidelines”] § 15061(b)(3)), projects involving pipelines are statutorily exempt (CEQA Guidelines 15282(k); Pub. Res. Code 21080.21), and the Class 1 (Existing Facilities), Class 2 (Replacement or Reconstruction), Class 3 (New Construction of Small Structures), Class 4 (Minor Alterations to Land), Class 15 (Minor Land Divisions), and Class 32 (Infill) categorical exemptions all apply here, and there is no reasonable possibility that the acquisition of the Subject Property would result in significant effect on the environment due to unusual circumstances, and no unusual circumstances exist. In addition to the facts set forth above, the Board’s determination, in its independent judgement, that the proposed acquisition of the Subject Property is exempt from CEQA is based on the following facts, among others:

- A. The proposed 2.39 acre fee acquisition of the Well Facilities, as described in detail in Exhibit 1 and page 14 of the Statement of Basis for Just Compensation, would not result in any construction or other physical changes to the environment of the Well Facilities as they currently exist. The Creek Woodland area will remain entirely undisturbed and unaffected by CCSD’s operations. The condemnation authorized by this Resolution would instead simply change ownership of the underlying fee property interest.
- B. The underground pipeline easements, as detailed in Exhibits 2 through 5 and described on pages 14-15 of the Statement of Basis for Just Compensation, would include limited construction activities in areas already disturbed by paved roads,

landscaping, lawn, or other similar improvements, which will be repaired and/or replaced, which would not result in any significant impacts or entail unusual circumstances. The operation of these underground improvements would not result in any impacts on the environment. Further, all of the activities required to install and maintain the proposed pipelines within the Subject Property are statutorily exempt from CEQA, as the pipelines are all less than one mile in length. (Pub. Res. Code § 21080.21.)

- C. The shared surface access road and driveway easement described in Exhibit 5 would result in an ornamental grass lawn being replaced by a paved road, and would not result in any significant impacts or entail unusual circumstances. Due to the fact that after the acquisition of the Subject Property, access to the Well Facilities would be closer to the edge of the Larger Parcel property line and the new access road would be much shorter than the existing access, acquisition of the Subject Property would generally reduce any impacts on the environment resulting from accessing the Well Facilities, *i.e.*, any impacts of mobile source air quality emissions, greenhouse gas emissions, traffic/vehicle miles traveled, and noise. All other impacts would remain the same as existing conditions, or be reduced. Acquisition of the Subject Property would also reduce the potential for impacts from traffic hazards, when compared to existing conditions.
- D. The shared driveway access easement described in Exhibit 6 would allow access over an existing paved driveway and parking lot, and would not require any construction activities. Again, due to the fact that after the acquisition of the Subject Property, access to the Well Facilities would be closer to the edge of the Larger Parcel property line and the new access road would be much shorter than the existing access, acquisition of the Subject Property would generally reduce any impacts on the environment resulting from accessing the Well Facilities, *i.e.*, any impacts of mobile source air quality emissions, greenhouse gas emissions, traffic/vehicle miles traveled, and noise. All other impacts would remain the same as existing conditions, or be reduced. Acquisition of the Subject Property would also reduce the potential for impacts from traffic hazards, when compared to existing conditions.
- E. The amount of water diverted from the SR4 well would not change as a result of the acquisition of the Subject Property. The Well Facilities would be operated identically as prior to the acquisition of the Subject Property, and pursuant to the same State licenses and other regulatory approvals that are currently in place.

SECTION 10. The Board is hereby authorized and empowered to acquire the Subject Property in accordance with the applicable provisions of the Code of Civil Procedure, Government Code sections 37350.5 and 40404, and the Constitution of California relating to eminent domain, consistent with the proposed Grant Deed attached hereto as Exhibit “1,” and proposed easements attached hereto as Exhibits “2” through “6.”

SECTION 11. The proposed acquisition of the Subject Property would be consistent with the County of San Luis Obispo’s General Plan and certified Local Coastal Program, and all other applicable County and other land use regulations.

SECTION 12. The law firm of Rutan & Tucker, LLP, as the CCSD’s special counsel, is hereby authorized to prepare and prosecute in the name of the CCSD such proceeding or proceedings in the court having jurisdiction thereof as are necessary for such acquisition; and to prepare and file such pleadings, documents, and other instruments and to make such arguments and generally to take such action as may be necessary in the opinion of said attorneys to acquire for the CCSD the Subject Property, including the improvements thereon. Said attorneys are specifically authorized to take whatever steps and/or procedures are available to them under the eminent domain law of the State of California.

THE FOREGOING RESOLUTION WAS CONSIDERED, PASSED, APPROVED, AND ADOPTED this 11th day of April, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

BOARD OF DIRECTORS
CAMBRIA COMMUNITY SERVICES DISTRICT

Tom Gray, President
Board of Directors

ATTEST:

Haley Dodson
Confidential Administrative Assistant

APPROVED AS TO FORM

Timothy J. Carmel
District Counsel

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Cambria Community Services District
1316 Tamson Drive
Cambria, CA 93428
Attention: General Manager

Portion of APN: 013-081-075

(Space Above This Line for Recorder's Office Use Only)

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383

EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV& TAX CODE §11922

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Coast Unified School District, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California ("Grantor"), hereby grants to the Cambria Community Services District, a California special district ("Grantee"), that certain real property located in the unincorporated community of Cambria in the County of San Luis Obispo, State of California, as described in the legal description attached hereto as Exhibit "A1" and depicted on Exhibit "B1," which are incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of ____, 2024 but to be effective upon recordation.

COAST UNIFIED SCHOOL DISTRICT,
a public school district

By: _____
Name: _____
Title: _____

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 _____, before me, _____,
(insert name and title of the officer)

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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

PUBLIC AGENCY CERTIFICATE OF ACCEPTANCE

(Government Code section 27281)

This is to certify that the interest in real property conveyed by the Grant Deed, dated _____, from Coast Unified School District to the Cambria Community Services District, a special district (“Grantee”), is hereby accepted by the undersigned officer on behalf of the Grantee, pursuant to authority conferred by the California Constitution and by legislative body action Grantee, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

CAMBRIA COMMUNITY SERVICES
DISTRICT, a California special district

By: _____
Matthew McElhenie, General Manager
(or designee)

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 Riverside)

On _____, before me, _____,
(insert name and title of the officer)

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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT A1

**Legal Description
Fee Parcel**

Well Site, Water Treatment Plant, Pipelines and Access

A portion of Sections 23 and 24 of Township 27 South, Range 8 East, Mount Diablo Base and Meridian in the County of San Luis Obispo, State of California as described as Parcel 1 in the deed to Coast Union Unified School District recorded November 4, 1997 as Document Number 1997-062812 of Official Records, in the Office of the County Recorder of said County and State, and being more particularly described as follows:

Commencing at 2 ¼" brass disk monument set in the southwest corner of the Main Street bridge over Santa Rosa Creek as shown on the Corner Record filed in Book 35 of Corner Records at Page 75, in the County Surveyor's Office of said County, said monument having the following state plane coordinates:

Northing 2,406,235.07
Easting 5,647,371.47

Thence from said point of commencement, North 37°19'50" East 1289.93 feet to the True Point of Beginning; thence

- 1) North 69°09'13" East a distance of 26.10 feet; thence
- 2) South 58°26'19" East a distance of 150.14 feet; thence
- 3) South 21°48'04" East a distance of 55.98 feet; thence
- 4) South 76°10'11" East a distance of 94.16 feet; thence
- 5) South 56°38'52" East a distance of 53.20 feet; thence
- 6) South 62°08'14" East a distance of 205.94 feet; thence
- 7) South 27°13'38" West a distance of 71.80 feet; thence
- 8) North 62°46'22" West a distance of 60.00 feet; thence
- 9) South 39°26'11" West a distance of 148.00 feet to the southwest line of said Coast Union Unified School District property and center line of Santa Rosa Creek; thence
- 10) North 53°30'47" West along the southwest line of said Coast Union Unified School District property and center line of Santa Rosa Creek a distance of 559.81 feet to a point which lies South 57°58'33" West from the true point of beginning; thence
- 11) North 57°58'33" East a distance of 164.23 feet, more or less, to the True Point of Beginning.

EXCEPTING THEREFROM, the right for Coast Unified School District to use, access and maintain the two irrigation wells owned by Coast Unified School District within the above-described parcel, and make any use of the above-described parcel reasonably necessary and incidental to the use, access and maintenance of said wells.

Exhibit 1

The bearings and distances for this description are based on state plane coordinates, NAD83 (2011), Zone 5, 2010.00 Epoch from NGS control station "WINDSOR", PID DH6702, having the following state plane coordinates:

 Northing 2,407,430.05


 Easting 5,638,536.79

To obtain geodetic bearings, rotate bearing shown 1°46'10" counter-clockwise.

To obtain ground distances, divide distances shown by 1.00002374.

The above-described parcel contains approximately 2.39 acres and is graphically shown on Exhibit B1 attached hereto and made a part hereof.

* * *

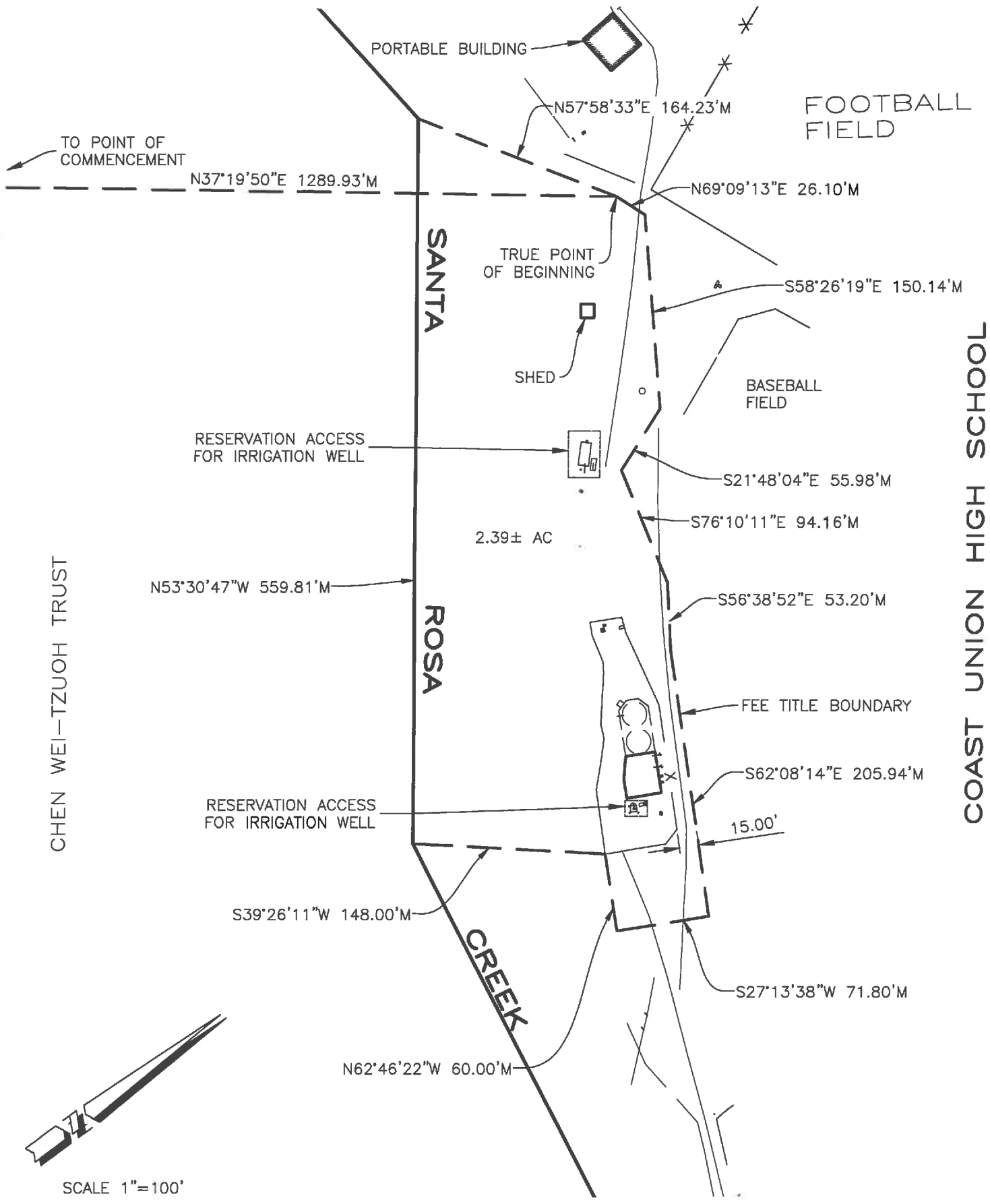

Michael B. Stanton, PLS 5702 Date



N:\2024\24-080 Coast Union High School - Cambria\Legal Descriptions\Legal Descriptions - Exhibits A-A6.doc
4/4/2024 2:32 PM

EXHIBIT "B1"

Exhibit 1



N:\2024\24-080 Coast Union High School - Cambria\C3D\24-080 Coast Union HS - Exhibits.dwg, B.5X11 EXH B1, Apr 04, 2024 2:17pm, MStanton



MICHAEL B. STANTON, PLS 5702
3559 SOUTH HIGUERA ST.
SAN LUIS OBISPO, CA 93401
805-594-1960

WELL SITE-WATER TREATMENT PLANT UNDERGROUND PIPELINE & ACCESS

April 4, 2024 JOB #24-080

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Cambria Community Services District
1316 Tamson Drive
Cambria, CA 93428
Attention: General Manager

Portion of APN: 013-081-075

(Space Above This Line for Recorder's Office Use Only)

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV& TAX CODE §11922

GRANT OF EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by **Coast Unified School District ("Grantor")**, Grantor does hereby GRANT and CONVEY to the **Cambria Community Services District ("Grantee")**, and its successors and assigns, a permanent easement ("**Easement**") over, above, on, under, in, across, along and through that certain real property located in the unincorporated community of Cambria in the County of San Luis Obispo, State of California, more fully described in EXHIBIT "A2" and depicted in EXHIBIT "B2" attached hereto and incorporated herein by reference (hereinafter referred to as the "**Easement Area**"), for the construction, placement, operation of underground pipelines, appurtenant structures, and any other associated improvements (collectively, the "**Facilities**").

The Easement includes the perpetual right to construct, repair, replace, remove, maintain, modify and/or adjust, as applicable, the Facilities, and appurtenances thereto, drainage structures, and appurtenances thereto, and such other related purposes, authorized by statute or deemed by common law to be compatible and consistent with the purpose(s) of the Easement, including without limitation the perpetual right of ingress/egress and the right of maintenance. The Easement includes and is granted together with the right of Grantee to remove obstructions, structures and/or other improvements, as well as to trim and remove landscaping, trees and other vegetation, over, above, on, under, in, across, along and through the Easement Area. The Easement Area may be used by Grantor for access and any other purpose that does not unreasonably interfere with Grantee's use thereon.

This instrument, including, without limitation, the grants and other terms and provisions set forth herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and/or under this instrument and may do so without obtaining the consent of or providing notice to Grantee.

Subject to the terms of this instrument, the covenants contained in this instrument shall run with the land.

IN WITNESS WHEREOF, Grantor has executed this instrument as of this day of _____, 2024.

GRANTOR:
COAST UNIFIED SCHOOL DISTRICT

Dated: _____

By: _____

Print Name: _____

Its: _____

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 _____, 2024, before me, _____, 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Grant of Easement to the Cambria Community Services District (“CCSD”), a California special district (“Grantee”), is hereby accepted by the undersigned officer on behalf of the Board of Directors pursuant to the authority granted to it by the California Constitution and by legislative body action, and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated: _____

CAMBRIA COMMUNITY SERVICES DISTRICT

By: _____ (or designee)
Matthew McElhenie, General Manager

EXHIBIT A2

**Legal Description
Water Pipeline Easement**

A portion of Sections 23 and 24 of Township 27 South, Range 8 East, Mount Diablo Base and Meridian in the County of San Luis Obispo, State of California as described as Parcel 1 in the deed to Coast Union Unified School District recorded November 4, 1997 as Document Number 1997-062812 of Official Records, in the Office of the County Recorder of said County and State, and being more particularly described as follows:

A strip of land 20' in width, lying 10 feet on each side of the following described centerline.

Commencing at 2 ¼" brass disk monument set in the southwest corner of the Main Street bridge over Santa Rosa Creek as shown on the Corner Record filed in Book 35 of Corner Records at Page 75, in the County Surveyor's Office of said County, said monument having the following state plane coordinates:

Northing 2,406,235.07

Easting 5,647,371.47

Thence from said point of commencement, North 44°28'11" East a distance of 1327.07 feet the True Point of Beginning; thence

1) South 56°38'52" East a distance of 133.42 feet to the Point of Terminus

The sidelines of the above-described parcel should be lengthened and/or shortened to intersect adjacent course sidelines and property boundaries.

The bearings and distances for this description are based on state plane coordinates, NAD83 (2011), Zone 5, 2010.00 Epoch from NGS control station "WINDSOR", PID DH6702, having the following state plane coordinates:

Northing 2,407,430.05

Easting 5,638,536.79

To obtain geodetic bearings, rotate bearing shown 1°46'10" counter-clockwise.

To obtain ground distances, divide distances shown by 1.00002374.

The above-described parcel is graphically shown on Exhibit B2 attached hereto and made a part hereof.

* * *


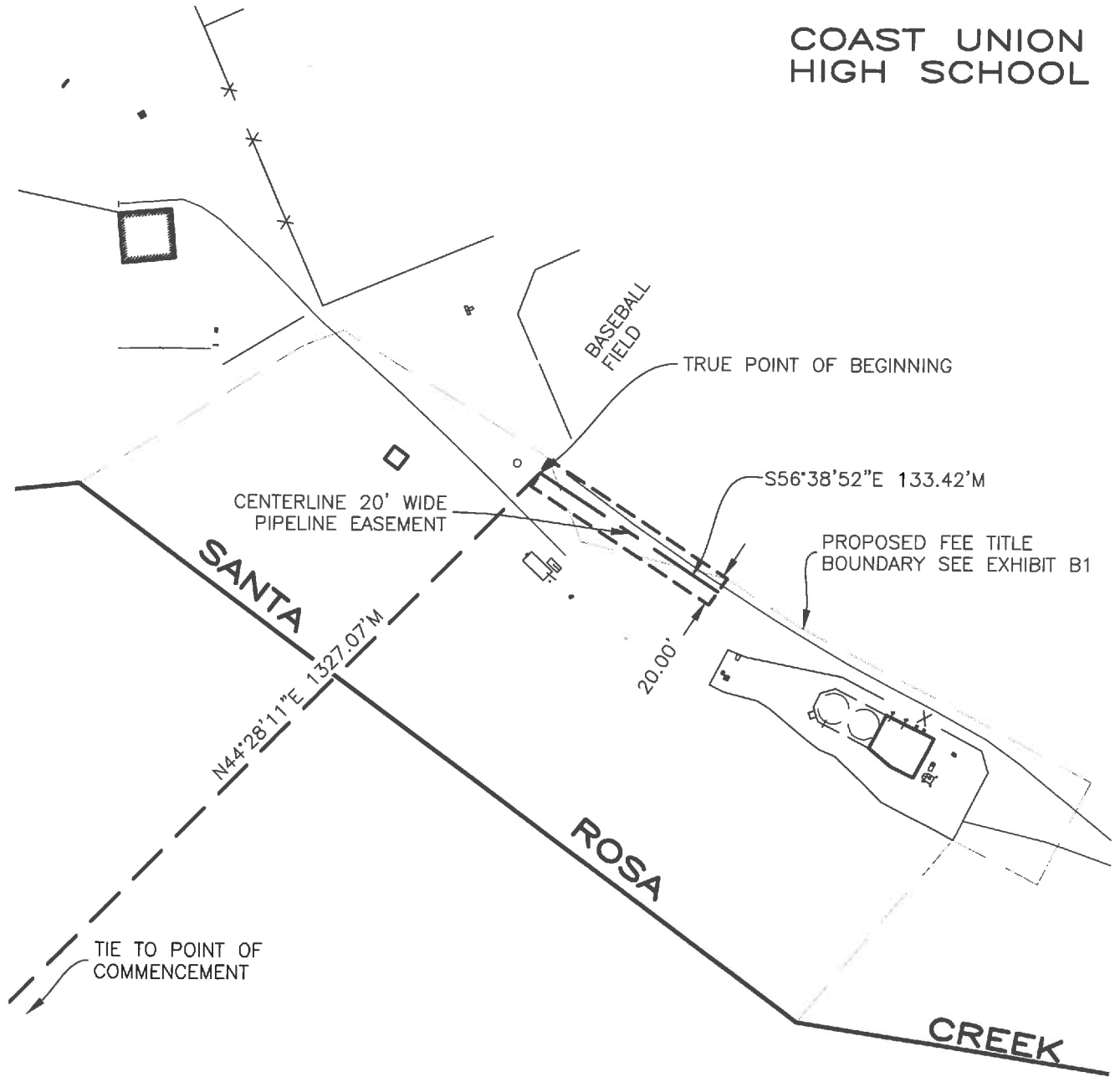

Michael B. Stanton, PLS 5702 Date



EXHIBIT 2 "B2"

COAST UNION HIGH SCHOOL



N:\2024\24-080 Coast Union High School - Cambria\C3D\24-080 Coast Union HS - Exhibits.dwg. B.5X11 EXH B2, Apr 04, 2024 10:11am, jiner



SCALE 1"=100'



MICHAEL B. STANTON, PLS 5702
3559 SOUTH HIGUERA ST.
SAN LUIS OBISPO, CA 93401
805-594-1960

WATER PIPELINE EASEMENT

April 4, 2024 JOB #24-080

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Cambria Community Services District
1316 Tamson Drive
Cambria, CA 93428
Attention: General Manager

Portion of APN: 013-081-075

(Space Above This Line for Recorder's Office Use Only)

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV& TAX CODE §11922

GRANT OF EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by **Coast Unified School District ("Grantor")**, Grantor does hereby GRANT and CONVEY to the **Cambria Community Services District ("Grantee")**, and its successors and assigns, a permanent easement ("**Easement**") over, above, on, under, in, across, along and through that certain real property located in the unincorporated community of Cambria in the County of San Luis Obispo, State of California, more fully described in EXHIBIT "A3" and depicted in EXHIBIT "B3" attached hereto and incorporated herein by reference (hereinafter referred to as the "**Easement Area**"), for the construction, placement, operation of underground pipelines, appurtenant structures, and any other associated improvements (collectively, the "**Facilities**").

The Easement includes the perpetual right to construct, repair, replace, remove, maintain, modify and/or adjust, as applicable, the Facilities, and appurtenances thereto, drainage structures, and appurtenances thereto, and such other related purposes, authorized by statute or deemed by common law to be compatible and consistent with the purpose(s) of the Easement, including without limitation the perpetual right of ingress/egress and the right of maintenance. The Easement includes and is granted together with the right of Grantee to remove obstructions, structures and/or other improvements, as well as to trim and remove landscaping, trees and other vegetation, over, above, on, under, in, across, along and through the Easement Area. The Easement Area may be used by Grantor for access and any other purpose that does not unreasonably interfere with Grantee's use thereon.

This instrument, including, without limitation, the grants and other terms and provisions set forth herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and/or under this instrument and may do so without obtaining the consent of or providing notice to Grantee.

Subject to the terms of this instrument, the covenants contained in this instrument shall run with the land.

IN WITNESS WHEREOF, Grantor has executed this instrument as of this day of _____, 2024.

GRANTOR:
COAST UNIFIED SCHOOL DISTRICT

Dated: _____

By: _____

Print Name: _____

Its: _____

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 _____, 2024, before me, _____, 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Grant of Easement to the Cambria Community Services District (“CCSD”), a California special district (“Grantee”), is hereby accepted by the undersigned officer on behalf of the Board of Directors pursuant to the authority granted to it by the California Constitution and by legislative body action, and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated: _____

CAMBRIA COMMUNITY SERVICES DISTRICT

By: _____ (or designee)
Matthew McElhenie, General Manager

EXHIBIT A3

**Legal Description
Water Pipeline Easement**

A portion of Sections 23 and 24 of Township 27 South, Range 8 East, Mount Diablo Base and Meridian in the County of San Luis Obispo, State of California as described as Parcel 1 in the deed to Coast Union Unified School District recorded November 4, 1997 as Document Number 1997-062812 of Official Records, in the Office of the County Recorder of said County and State, and being more particularly described as follows:

A strip of land 20' in width, lying 10 feet on each side of the following described centerline.

Commencing at 2 1/4" brass disk monument set in the southwest corner of the Main Street bridge over Santa Rosa Creek as shown on the Corner Record filed in Book 35 of Corner Records at Page 75, in the County Surveyor's Office of said County, said monument having the following state plane coordinates:

Northing 2,406,235.07
Easting 5,647,371.47

Thence from said point of commencement, North 29°09'50" East a distance of 1428.25 feet the True Point of Beginning; thence

- 1) North 23°44'29" West a distance of 12.72 feet to an angle point; thence
- 2) North 48°32'25" West a distance of 73.82 feet, more or less to the southeasterly right-of-way line of Santa Rosa Creek Road and point of terminus

The sidelines of the above-described parcel should be lengthened and/or shortened to intersect adjacent course sidelines and property boundaries.

The bearings and distances for this description are based on state plane coordinates, NAD83 (2011), Zone 5, 2010.00 Epoch from NGS control station "WINDSOR", PID DH6702, having the following state plane coordinates:

Northing 2,407,430.05
Easting 5,638,536.79

To obtain geodetic bearings, rotate bearing shown 1°46'10" counter-clockwise.
To obtain ground distances, divide distances shown by 1.00002374.

The above-described parcel is graphically shown on Exhibit B3 attached made a part hereof.


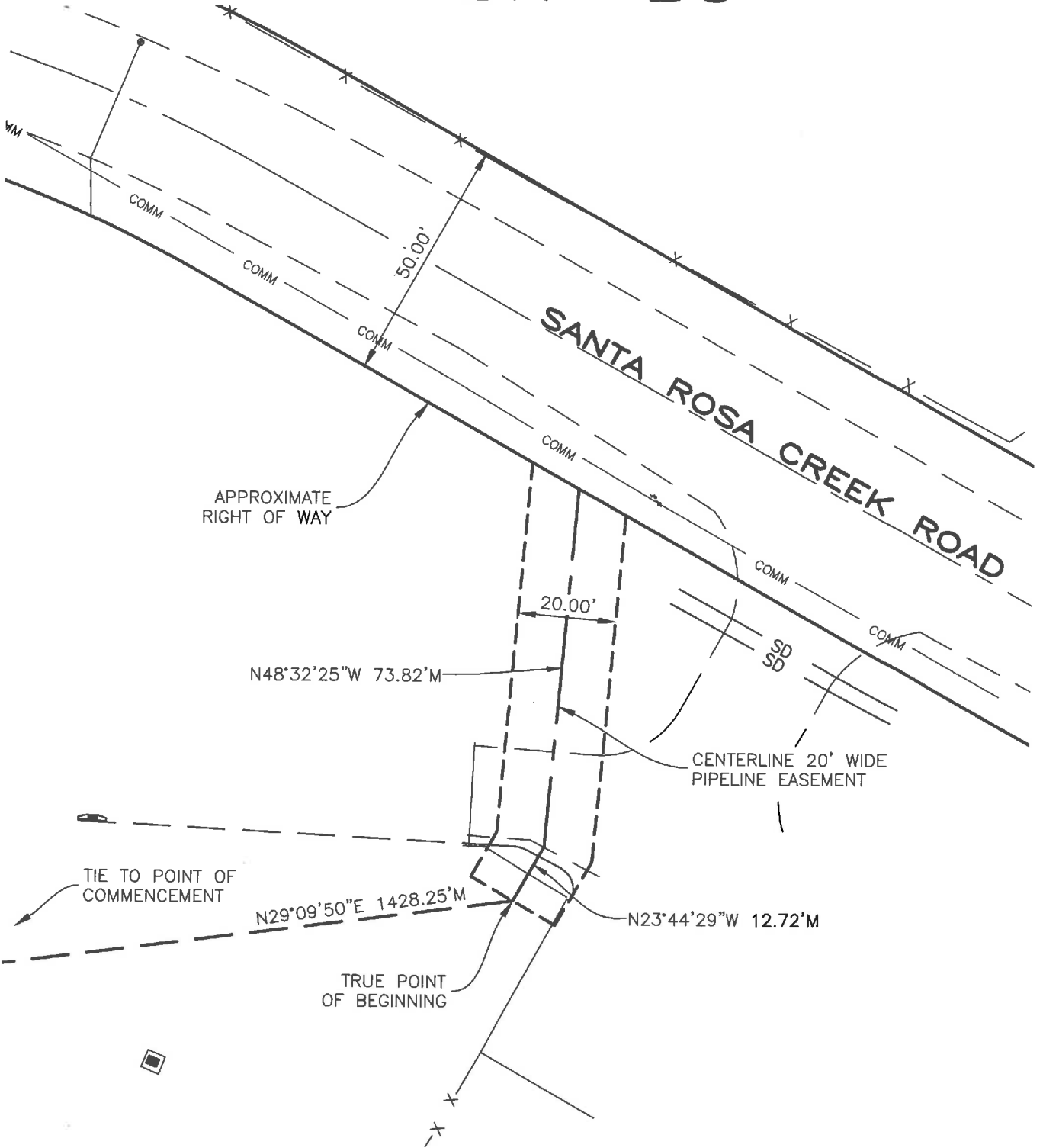

Michael B. Stanton, PLS 5702 Date 4-4-2024



EXHIBIT 3 "B3"

Exhibit 3



COAST UNION HIGH SCHOOL

SCALE 1"=30'



MICHAEL B. STANTON, PLS 5702
3559 SOUTH HIGUERA ST.
SAN LUIS OBISPO, CA 93401
805-594-1960

WATER PIPELINE EASEMENT

April 4, 2024

JOB #24-080

N:\2024\24-080 Coast Union High School - Cambria\C3D\24-080 Coast Union HS - Exhibits.dwg, 8.5X11 EXH B3, Apr 04, 2024 10:12am, jiner

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Cambria Community Services District
1316 Tamson Drive
Cambria, CA 93428
Attention: General Manager

Portion of APN: 013-081-075

(Space Above This Line for Recorder's Office Use Only)

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV& TAX CODE §11922

GRANT OF EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by **Coast Unified School District ("Grantor")**, Grantor does hereby GRANT and CONVEY to the **Cambria Community Services District ("Grantee")**, and its successors and assigns, a permanent easement ("**Easement**") over, above, on, under, in, across, along and through that certain real property located in the unincorporated community of Cambria in the County of San Luis Obispo, State of California, more fully described in EXHIBIT "A4" and depicted in EXHIBIT "B4", attached hereto and incorporated herein by reference (hereinafter referred to as the "**Easement Area**"), for the construction, placement, operation, and maintenance of a paved roadway for use by heavy trucks and other vehicles and underground pipelines, appurtenant structures, and any other associated improvements, including but not limited to above-ground paved roadway, underground pipelines, and any other related improvements (collectively, the "**Facilities**").

The Easement includes the perpetual right to construct, repair, replace, remove, maintain, modify and/or adjust, as applicable, the Facilities, and appurtenances thereto, drainage structures, and appurtenances thereto, and such other related purposes, authorized by statute or deemed by common law to be compatible and consistent with the purpose(s) of the Easement, including without limitation the perpetual right of ingress/egress and the right of maintenance. The Easement includes and is granted together with the right of Grantee to remove obstructions, structures and/or other improvements, as well as to trim and remove landscaping, trees and other vegetation, over, above, on, under, in, across, along and through the Easement Area. The Easement Area may be used by Grantor for access and any other purpose that does not unreasonably interfere with Grantee's use thereon.

This instrument, including, without limitation, the grants and other terms and provisions set forth herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and/or under this instrument and may do so without obtaining the consent of or providing notice to Grantee.

Subject to the terms of this instrument, the covenants contained in this instrument shall run with the land.

IN WITNESS WHEREOF, Grantor has executed this instrument as of this day of _____, 2024.

GRANTOR:
COAST UNIFIED SCHOOL DISTRICT

Dated: _____

By: _____

Print Name: _____

Its: _____

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 _____, 2024, before me, _____, 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Grant of Easement to the Cambria Community Services District (“CCSD”), a California special district (“Grantee”), is hereby accepted by the undersigned officer on behalf of the Board of Directors pursuant to the authority granted to it by the California Constitution and by legislative body action, and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated: _____

CAMBRIA COMMUNITY SERVICES DISTRICT

By: _____ (or designee)
Matthew McElhenie, General Manager

EXHIBIT A4

**Legal Description
Water Pipeline and Shared Access Easement**

A portion of Sections 23 and 24 of Township 27 South, Range 8 East, Mount Diablo Base and Meridian in the County of San Luis Obispo, State of California as described as Parcel 1 in the deed to Coast Union Unified School District recorded November 4, 1997 as Document Number 1997-062812 of Official Records, in the Office of the County Recorder of said County and State, and being more particularly described as follows:

A strip of land 20' in width, lying 10 feet on each side of the following described centerline.

Commencing at 2 1/4" brass disk monument set in the southwest corner of the Main Street bridge over Santa Rosa Creek as shown on the Corner Record filed in Book 35 of Corner Records at Page 75, in the County Surveyor's Office of said County, said monument having the following state plane coordinates:

Northing 2,406,235.07
Easting 5,647,371.47

Thence from said point of commencement, North 37°38'44" East a distance of 1297.72 feet the True Point of Beginning; thence

- 1) North 23°44'29" West a distance of 239.96 feet to the point of terminus.

The sidelines of the above-described parcel should be lengthened and/or shortened to intersect adjacent course sidelines and property boundaries.

The bearings and distances for this description are based on state plane coordinates, NAD83 (2011), Zone 5, 2010.00 Epoch from NGS control station "WINDSOR", PID DH6702, having the following state plane coordinates:

Northing 2,407,430.05
Easting 5,638,536.79

To obtain geodetic bearings, rotate bearing shown 1°46'10" counter-clockwise.
To obtain ground distances, divide distances shown by 1.00002374.

The above-described parcel is graphically shown on Exhibit B4 attached hereto and made a part hereof.

* * *


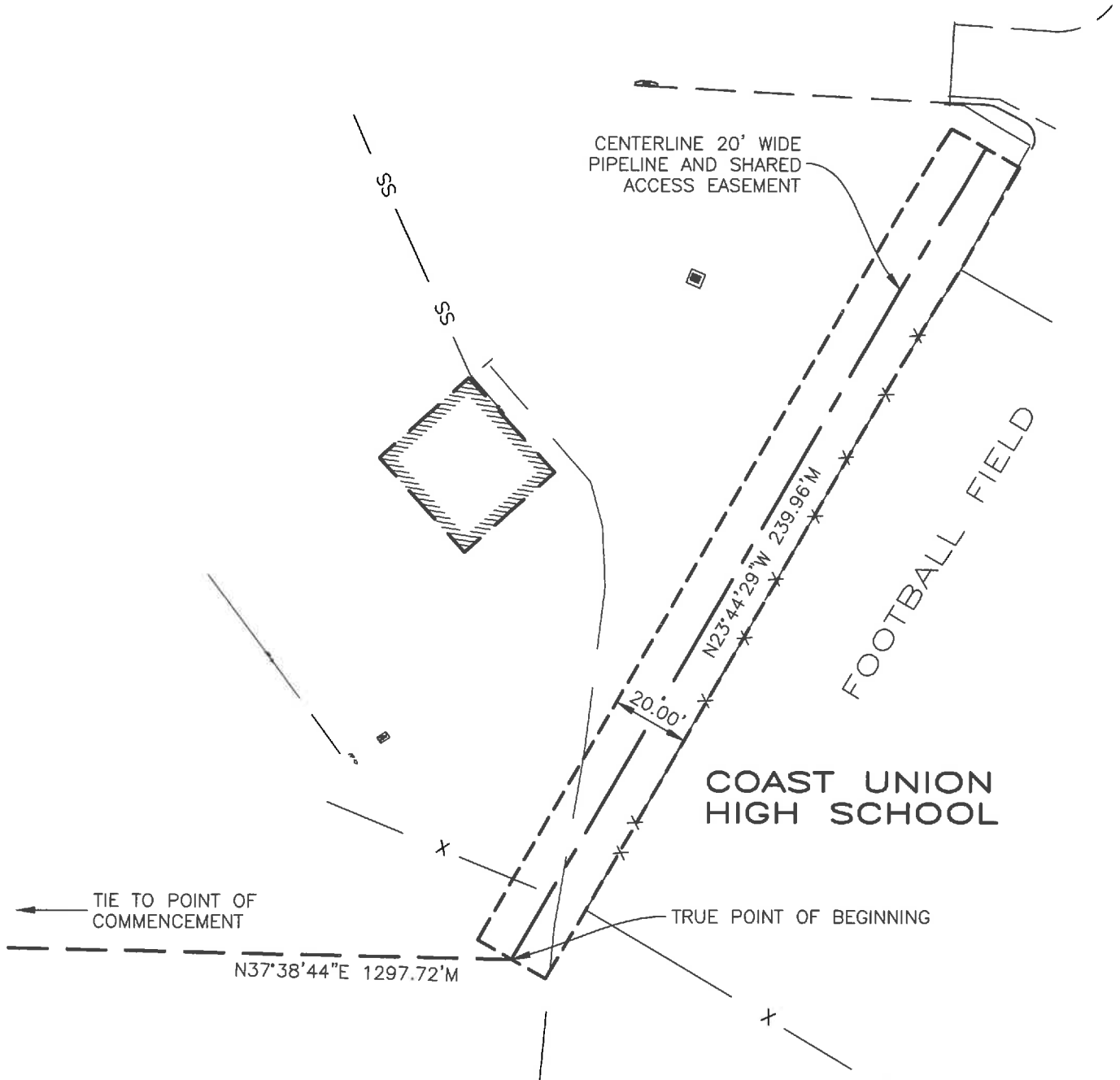

Michael B. Stanton, PLS 5702 Date



EXHIBIT 4 "B4"

Exhibit 4

N:\2024\24-080 Coast Union High School - Exhibits.dwg, 8.5X11 EXH B4, Apr 04, 2024 2:46pm, jtinier



TIE TO POINT OF COMMENCEMENT

CENTERLINE 20' WIDE PIPELINE AND SHARED ACCESS EASEMENT

FOOTBALL FIELD

COAST UNION HIGH SCHOOL

TRUE POINT OF BEGINNING

N37°38'44"E 1297.72'M

N23°44'29"W 239.96'M

20.00'

SCALE 1"=40'



MICHAEL B. STANTON, PLS 5702
3559 SOUTH HIGUERA ST.
SAN LUIS OBISPO, CA 93401
805-594-1960

WATER PIPELINE EASEMENT &
SHARED ACCESS EASEMENT

April 4, 2024

JOB #24-080

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Cambria Community Services District
1316 Tamson Drive
Cambria, CA 93428
Attention: General Manager

Portion of APN: 013-081-075

(Space Above This Line for Recorder's Office Use Only)

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV& TAX CODE §11922

GRANT OF EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by **Coast Unified School District ("Grantor")**, Grantor does hereby GRANT and CONVEY to the **Cambria Community Services District ("Grantee")**, and its successors and assigns, a permanent easement ("**Easement**") over, above, on, under, in, across, along and through that certain real property located in the unincorporated community of Cambria in the County of San Luis Obispo, State of California, more fully described in EXHIBIT "A5" and depicted on EXHIBIT "B5" attached hereto and incorporated herein by reference (hereinafter referred to as the "**Easement Area**"), for the construction, placement, operation and maintenance of underground pipelines, appurtenant structures, and any other associated improvements (collectively, the "**Facilities**").

The Easement includes the perpetual right to construct, repair, replace, remove, maintain, modify and/or adjust, as applicable, the Facilities, and appurtenances thereto, drainage structures, and appurtenances thereto, and such other related purposes, authorized by statute or deemed by common law to be compatible and consistent with the purpose(s) of the Easement, including without limitation the perpetual right of ingress/egress and the right of maintenance. The Easement includes and is granted together with the right of Grantee to remove obstructions, structures and/or other improvements, as well as to trim and remove landscaping, trees and other vegetation, over, above, on, under, in, across, along and through the Easement Area. The Easement Area may be used by Grantor for access and any other purpose that does not unreasonably interfere with Grantee's use thereon.

This instrument, including, without limitation, the grants and other terms and provisions set forth herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and/or under this instrument and may do so without obtaining the consent of or providing notice to Grantee.

Subject to the terms of this instrument, the covenants contained in this instrument shall run with the land.

IN WITNESS WHEREOF, Grantor has executed this instrument as of this day of _____, 2024.

GRANTOR:
COAST UNIFIED SCHOOL DISTRICT

Dated: _____

By: _____

Print Name: _____

Its: _____

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 _____, 2024, before me, _____, 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Grant of Easement to the Cambria Community Services District (“CCSD”), a California special district (“Grantee”), is hereby accepted by the undersigned officer on behalf of the Board of Directors pursuant to the authority granted to it by the California Constitution and by legislative body action, and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated: _____

CAMBRIA COMMUNITY SERVICES DISTRICT

By: _____ (or designee)
Matthew McElhenie, General Manager

EXHIBIT A5

**Legal Description
Sewer Easement**

A portion of Sections 23 and 24 of Township 27 South, Range 8 East, Mount Diablo Base and Meridian in the County of San Luis Obispo, State of California as described as Parcel 1 in the deed to Coast Union Unified School District recorded November 4, 1997 as Document Number 1997-062812 of Official Records, in the Office of the County Recorder of said County and State, and being more particularly described as follows:

A strip of land 10 feet in width, lying 5 feet on each side of the following described centerline.

Commencing at 2 ¼" brass disk monument set in the southwest corner of the Main Street bridge over Santa Rosa Creek as shown on the Corner Record filed in Book 35 of Corner Records at Page 75, in the County Surveyor's Office of said County, said monument having the following state plane coordinates:

Northing 2,406,235.07
Easting 5,647,371.47

Thence from said point of commencement, North 30°37'51" East a distance of 1295.10 feet the True Point of Beginning; thence

- 1) North 4°58'35" West a distance of 53.84 feet to an angle point; thence
- 2) North 53°31'52" West a distance of 154.17 feet more or less to the southeasterly right-of-way line of Santa Rosa Creek Road and the point of terminus.

The sidelines of the above-described parcel should be lengthened and/or shortened to intersect adjacent course sidelines and property boundaries.

The bearings and distances for this description are based on state plane coordinates, NAD83 (2011), Zone 5, 2010.00 Epoch from NGS control station "WINDSOR", PID DH6702, having the following state plane coordinates:

Northing 2,407,430.05
Easting 5,638,536.79

To obtain geodetic bearings, rotate bearing shown 1°46'10" counter-clockwise.
To obtain ground distances, divide distances shown by 1.00002374.

The above-described parcel is graphically shown on Exhibit B5 attached hereto and made a part hereof.

* * *

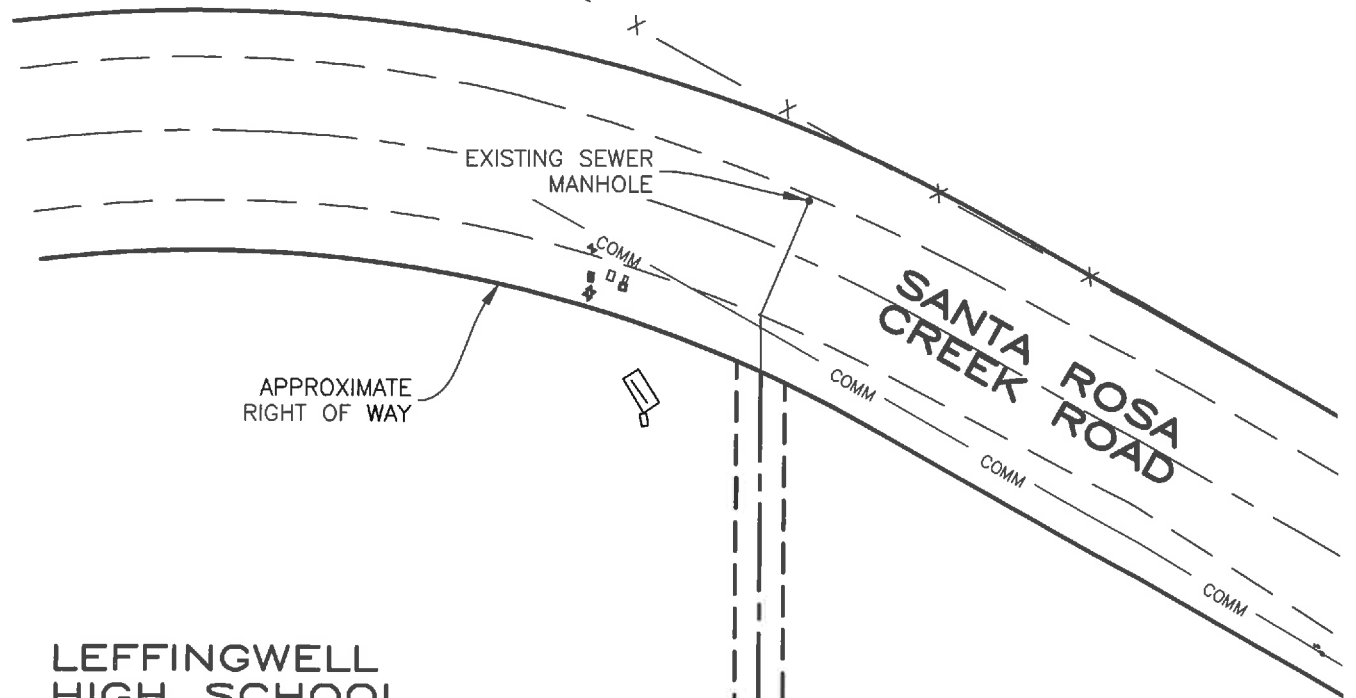
[Handwritten Signature] 4-4-2024

Michael B. Stanton, PLS 5702 Date



EXHIBIT 5 "B5"

Exhibit 5



LEFFINGWELL HIGH SCHOOL

CENTERLINE 10' WIDE SEWER PIPELINE EASEMENT

$N53^{\circ}31'52''W$ 154.17'M \pm

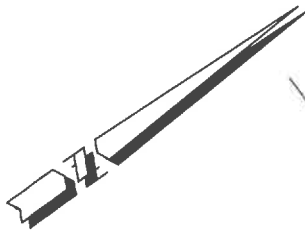
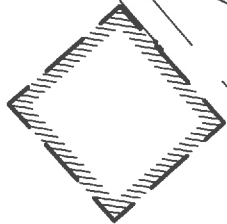
10.00'

$N30^{\circ}37'51''E$ 1295.10'M

TIE TO POINT OF COMMENCEMENT

$N4^{\circ}58'35''W$ 53.84'M

TRUE POINT OF BEGINNING



10' WIDE SEWER EASEMENT

N:\2024\24-080 Coast Union High School - Cambria\C3D\24-080 Coast Union HS - Exhibits.dwg, 8.5X11 EXH B5, Apr 04, 2024 10:13am, jliner



MICHAEL B. STANTON, PLS 5702
 3559 SOUTH HIGUERA ST.
 SAN LUIS OBISPO, CA 93401
 805-594-1960

April 4, 2024

JOB #24-080

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Cambria Community Services District
1316 Tamson Drive
Cambria, CA 93428
Attention: General Manager

Portion of APN: 013-081-075

(Space Above This Line for Recorder's Office Use Only)

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV& TAX CODE §11922

GRANT OF EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by **Coast Unified School District ("Grantor")**, Grantor does hereby GRANT and CONVEY to the **Cambria Community Services District ("Grantee")**, and its successors and assigns, a permanent easement ("**Easement**") over, above, on, in, across, along and through that certain real property located in the unincorporated community of Cambria in the County of San Luis Obispo, State of California, more fully described in EXHIBIT "A6" and depicted on EXHIBIT "B6", attached hereto and incorporated herein by reference (hereinafter referred to as the "**Easement Area**"), for the surface use of the Easement Area for ingress, egress and general access, including access by heavy trucks, and any related purpose.

The Easement includes and is granted together with the right of Grantee to remove obstructions, structures and/or other improvements, as well as to trim and remove landscaping, trees and other vegetation, over, above, on, under, in, across, along and through the Easement Area, as required to facility Grantee's use thereof. The Easement Area may be used by Grantor for access and any other purpose that does not unreasonably interfere with Grantee's use thereon.

This instrument, including, without limitation, the grants and other terms and provisions set forth herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and/or under this instrument and may do so without obtaining the consent of or providing notice to Grantee.

Subject to the terms of this instrument, the covenants contained in this instrument shall run with the land.

IN WITNESS WHEREOF, Grantor has executed this instrument as of this day of _____, 2024.

**GRANTOR:
COAST UNIFIED SCHOOL DISTRICT**

Dated: _____

By: _____

Print Name: _____

Its: _____

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 _____, 2024, before me, _____, 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Grant of Easement to the Cambria Community Services District (“CCSD”), a California special district (“Grantee”), is hereby accepted by the undersigned officer on behalf of the Board of Directors pursuant to the authority granted to it by the California Constitution and by legislative body action, and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated: _____

CAMBRIA COMMUNITY SERVICES DISTRICT

By: _____ (or designee)
Matthew McElhenie, General Manager

EXHIBIT A6

**Legal Description
Driveway Access Easement**

A portion of Sections 23 and 24 of Township 27 South, Range 8 East, Mount Diablo Base and Meridian in the County of San Luis Obispo, State of California as described as Parcel 1 in the deed to Coast Union Unified School District recorded November 4, 1997 as Document Number 1997-062812 of Official Records, in the Office of the County Recorder of said County and State, and being more particularly described as follows:

A strip of land 20' in width, lying 10 feet on each side of the following described centerline.

Commencing at 2 1/4" brass disk monument set in the southwest corner of the Main Street bridge over Santa Rosa Creek as shown on the Corner Record filed in Book 35 of Corner Records at Page 75, in the County Surveyor's Office of said County, said monument having the following state plane coordinates:

Northing 2,406,235.07
Easting 5,647,371.47

Thence from said point of commencement, North 28°45'32" East a distance of 1435.96 feet the True Point of Beginning; thence

- 1) North 26°46'49" East a distance of 29.30 feet to an angle point; thence
- 2) North 25°29'17" West a distance of 48.78 feet more or less to the southeasterly right-of-way line of Santa Rosa Creek Road and point of terminus.

The sidelines of the above-described parcel should be lengthened and/or shortened to intersect adjacent course sidelines and property boundaries.

The bearings and distances for this description are based on state plane coordinates, NAD83 (2011), Zone 5, 2010.00 Epoch from NGS control station "WINDSOR", PID DH6702, having the following state plane coordinates:

Northing 2,407,430.05
Easting 5,638,536.79

To obtain geodetic bearings, rotate bearing shown 1°46'10" counter-clockwise.

To obtain ground distances, divide distances shown by 1.00002374.

The above-described parcel is graphically shown on Exhibit B6 attached hereto and made a part hereof.


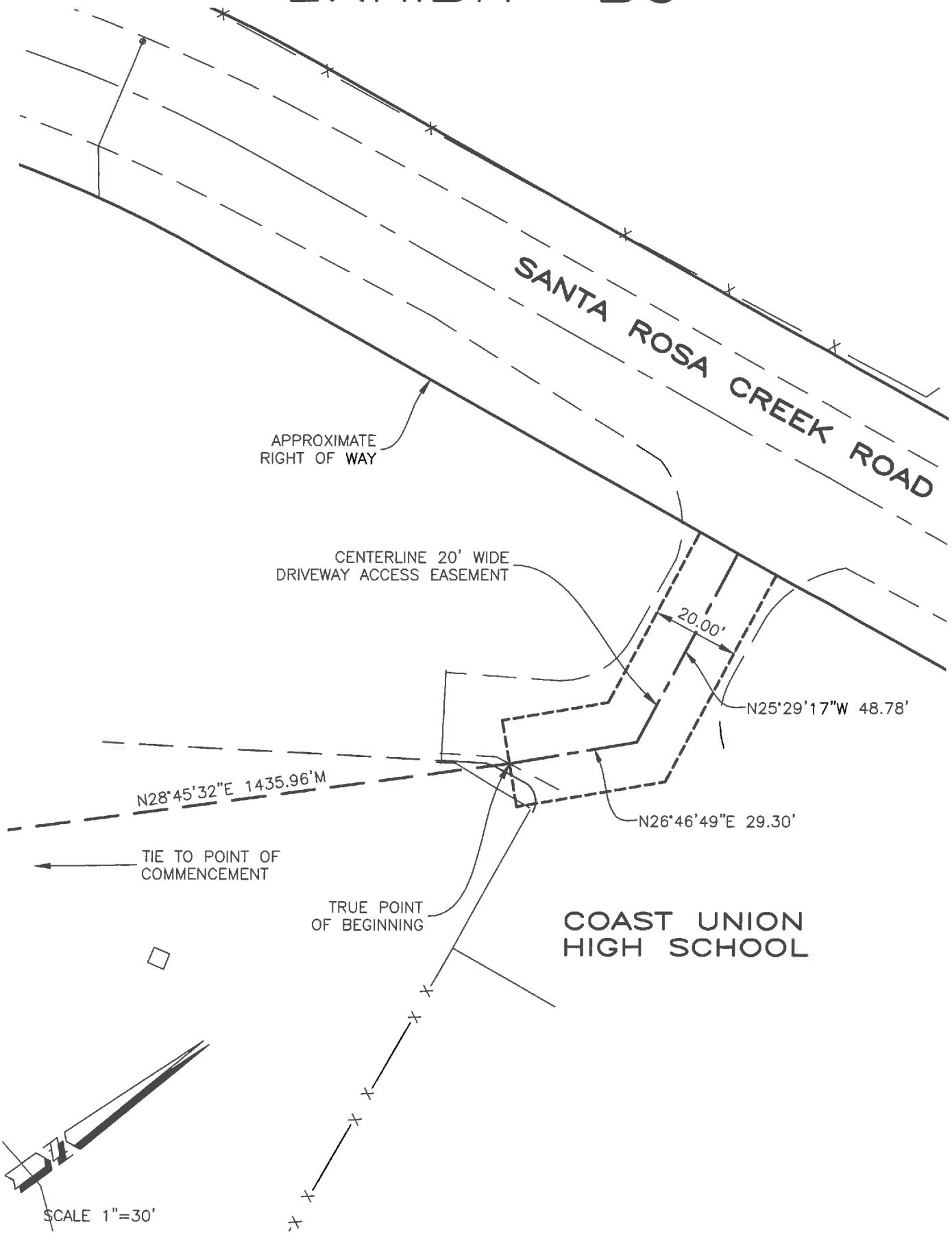
 4-4-2024
Michael B. Stanton, PLS 5702 Date



EXHIBIT 6 "B6"

Exhibit 6

N:\2024\24-080 Coast Union High School - Cambria\C3D\24-080 Coast Union HS - Exhibits.dwg, 8.5X11 EXH B6, Apr 04, 2024 10:14am, jtner



MICHAEL B. STANTON, PLS 5702
 3559 SOUTH HIGUERA ST.
 SAN LUIS OBISPO, CA 93401
 805-594-1960

DRIVEWAY ACCESS EASEMENT

April 4, 2024

JOB #24-080

EXHIBIT A

**Legal Description
COAST UNION SCHOOL DISTRICT PROPERTY**

PARCEL 1:

THAT PORTION OF SECTIONS 23 AND 24, TOWNSHIP 27 SOUTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, DESCRIBED AS FOLLOWS:

COMMENCING AT STAKE S-1, SET ON THE INTERSECTION OF THE SOUTH LINE OF THE STATE HIGHWAY AND THE WEST LINE OF THE COAST UNION HIGH SCHOOL PROPERTY AND RUNNING THENCE SOUTH 11° 00' WEST ALONG SAID WEST LINE 1102 FEET TO THE CENTER LINE OF SANTA ROSA CREEK; THENCE DOWN THE CENTER LINE OF SAID CREEK NORTH 17° 53' 30" WEST 418.19 FEET TO A POINT; THENCE NORTH 80° 50' WEST, 474.90 FEET TO A POINT; THENCE NORTH 53° 25' WEST, 559.81 FEET TO A POINT; THENCE SOUTH 84° 14' WEST, 352.11 FEET TO A POINT; THENCE NORTH 27° 22' EAST, LEAVING SAID CENTER LINE, 260.20 FEET TO A POINT ON THE SOUTH LINE OF SAID HIGHWAY; THENCE ALONG SAID SOUTH LINE NORTH 33° 38' EAST, 48.07 FEET; THENCE NORTH 43° 04' EAST, 48.39 FEET; THENCE NORTH 45° 47' 30" EAST, 39.31 FEET; THENCE NORTH 64° 36' 30" EAST 430.67 FEET; THENCE NORTH 66° 09' EAST 452.99 FEET; THENCE SOUTH 87° 38' EAST, 46.87 FEET; THENCE SOUTH 54° 39' EAST, 674.03 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PART OF THE WILLIAM RICHARDS TRACT IN THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 24, TOWNSHIP 27 SOUTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND AS CONVEYED BY MARY BROWN TO WILLIAM RICHARDS BY DEED DATED SEPTEMBER 20, 1872 AND RECORDED IN VOLUME "D", PAGE 386 OF DEEDS, WHICH IS PARTICULARLY DESCRIBED AS FOLLOWS, VIZ:

BEGINNING AT A POINT IN THE CENTER OF SANTA ROSA CREEK AT THE SOUTHWEST CORNER OF THE SAID RICHARDS TRACT, THE SAME POINT BEING THE SOUTHWEST CORNER OF THE SAID FRACTIONAL SECTION 24, AND RUNNING; THENCE TO AND ALONG THE OLD FENCE ON THE WEST LINE OF THE SAID TRACT, NORTH 11° EAST, 1102 FEET TO FENCE POST ON THE WEST LINE OF THE SAID TRACT ON SOUTHERLY LINE OF PUBLIC ROAD MARKED "S1"; THENCE ON SAID ROAD LINE, SOUTH 54° EAST 781 FEET TO A FENCE POST MARKED "S.2"; THENCE SOUTH 79° EAST, 104 FEET TO AN IRON PIPE IN LINE OF OLD FENCE ON THE EASTERLY LINE OF THE SAID RICHARDS TRACT, FROM WHICH A BLUE GUM TREE 36 INCHES DIAMETER BEARS SOUTH 80° WEST 2.3 FEET DISTANT; THENCE ALONG LAST NAMED LINE SOUTH, 32 1/4° EAST, 188 FEET TO CENTER OF SANTA ROSA CREEK; THENCE MEANDERING DOWN SAID CREEK, SOUTH 59° WEST, 160 FEET; NORTH 83° WEST, 185 FEET; WEST 137 FEET; SOUTH 48° WEST, 100 FEET; SOUTH 81° WEST 59 FEET; SOUTH 48° WEST, 51 FEET; SOUTH 20° WEST, 200 FEET; SOUTH 40° WEST, 125 FEET; SOUTH 57 1/4° WEST, 90 FEET; SOUTH 42° WEST, 67 FEET; SOUTH 84 1/4° WEST, 46 FEET; NORTH 36 1/2° WEST, 66 FEET NORTH 47° WEST, 86 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

A PARCEL OF LAND IN THE SAID RICHARDS TRACT IN THE SOUTHWEST QUARTER OF THE FRACTIONAL SECTION 24, TOWNSHIP 27 SOUTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FOR A TANK SITE WITH A RIGHT OF WAY FOR THE PIPE LINES LEADING THERETO PARTICULARLY DESCRIBED AS FOLLOWS, VIZ:

BEGINNING AT A FENCE POST MARKED "S.4" IN THE EASTERLY LINE OF THE SAID RICHARDS TRACT FROM WHICH THE IRON PIPE "S.3" AS LOCATED IN THE FOREGOING DESCRIPTION BEARS SOUTH 32 1/2° EAST, 411.5 FEET DISTANT, AND FROM SAID POST "S.4" RUNNING SOUTH 32 1/2° EAST, 20 FEET; THENCE SOUTH 57 1/2° WEST, 20 FEET; THENCE NORTH 32 1/2° WEST, 20 FEET; THENCE NORTH 57 1/2° EAST 20 FEET TO THE POINT OF BEGINNING; ALSO A RIGHT OF WAY FOR A PIPE LINE THREE FEET WIDE LYING 1 1/2 FEET ON EACH SIDE OF A LINE BEGINNING AT THE CENTER OF THE SOUTHWEST LINE OF THE ABOVE DESCRIBED TANK SITE AND RUNNING THENCE SOUTH 45 1/2° WEST, 178 FEET TO NORTHERLY LINE OF PUBLIC ROAD.

APN: 013-081-075

CAMBRIA COMMUNITY SERVICES DISTRICT

DIRECTORS:

KAREN DEAN, President
TOM GRAY, Vice President
HARRY FARMER, Director
DEBRA SCOTT, Director
MICHAEL THOMAS, Director



OFFICERS:

MATTHEW MCELHENIE, General Manager
TIMOTHY J. CARMEL, District Counsel

Physical address: 1316 Tamsen Street, Suite 201, Cambria, CA 93428
Mailing address: P.O. Box 65 • Cambria, CA 93428
Telephone (805) 927-6223 • Facsimile (805) 927-5584

November 27, 2023

VIA EMAIL AND CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Coast Unified School District
Attn: Scott Smith
1250 Main Street
Cambria, CA 93428
ssmith@coastalusd.org

Re: Offer to Purchase Real Property (Cal. Gov. Code §§ 7267.1 and 7267.2)
Project: S4 Well Site and Access Easement
Site Location: 2950 Santa Rosa Creek Road, Cambria CA; east of the intersection
of Main Street and Santa Rosa Creek Road, just north of Santa Rosa Creek,
Cambria, CA
APN: 013-081-075

Dear Mr. Smith:

Cambria Community Services District (“CCSD”) understands that the Coast Unified School District (“CUSD”) owns approximately 39.8 acres of certain real property east of the intersection of Main Street and Santa Rosa Creek Road, just north of Santa Rosa Creek, designated as Assessor Parcel 013-081-075 and generally located at 2950 Santa Rosa Creek Road, Cambria, CA (“Larger Parcel”). Coast Union High School is located on the Larger Parcel.

CCSD intends to acquire a portion of the Larger Parcel where its SR4 well, treatment plant and related facilities are located, as well as permanent access rights thereto, and permanent rights for the location of its underground pipelines serving its facilities on the Larger Parcel (“Project”). The Project is critical to maintaining a sufficient, clean and safe water supply for the town of Cambria, and is in the interest of the public’s health and safety. As such, the Project fulfills an important public purpose, and would put the portion of the Larger Parcel to be acquired– a generally vacant, unused portion of the Larger Parcel, except for CCSD’s existing facilities – to a more public use. The Project would also erect fencing, and make the existing conditions on the Larger Parcel much safer, by physically separating the CCSD facilities and access road from the existing school site. This is a marked improvement from existing conditions, and as a result, the Project serves another independent public purpose.

As described in more detail in the Summary Statement of Basis for Just Compensation attached hereto as Exhibit 1, the Project would require CCSD to acquire approximately 2.39 acres of the Larger Parcel in fee (0.78 acres of usable land, and 1.61 acres of creek woodland area), as well as three pipeline easements, an access easement, and a combined pipeline and shared road easement (collectively, the “Subject Property”). The area acquired in fee contains CCSD’s SR4 well site, treatment plant and associated facilities/infrastructure – these improvements are already owned by CCSD, but the underlying real property is not.

Offer for Purchase: Subject to, and upon the terms and conditions set forth below, CCSD offers to purchase the above-described Subject Property for **\$151,507** (“Purchase Price”). As required by California law, this offer is based on, and not less than, the fair market value of the Subject Property as determined by an independent appraisal, which CCSD has approved and determines accurately reflects the full amount just compensation for the Subject Property. If for any reason you are not satisfied with this offer of just compensation, and have relevant information regarding the value of the property that you would like CCSD to consider, it will be happy to do so.

Both the Larger Parcel and the Subject Property were appraised in November 2023 by Stuart D. DuVall, MAI, of George Hamilton Jones, Inc., using a date of value of October 20, 2023. If you would like to conduct a site visit with Mr. DuVall, we are happy to arrange that – Mr. DuVall’s request for access to the Subject Property was previously denied by CUSD. The relevant summary appraisal statement, which more fully explains the basis for the Purchase Price, is attached hereto as Exhibit 1.

The Purchase Price does not reflect any relocation assistance, benefits, or payments, if any, that you may be entitled to receive (*see*, California Government Code Sections 7260 *et seq.*), nor does it include any compensation for loss of goodwill. The requirements for establishing goodwill loss are set forth in California Code of Civil Procedure section 1263.510. The Purchase Price disregards any decrease or increase in the fair market value of the Property prior to the date of valuation, caused by the public improvement for which the property is to be acquired for such public interest, other than that due to physical deterioration within the reasonable control of the owner or occupant.

CCSD acquires property only when it is necessary to do so, and through voluntary purchase if possible. In accordance with applicable law, CCSD has reviewed and approved the appraisal of the fair market cash value of the Subject Property. Pursuant to Government Code section 7267.2, CCSD has enclosed for your reference an informational pamphlet providing an overview of the eminent domain process and of your rights, attached hereto as Exhibit 2. This pamphlet is being provided to you for informational purposes only and is not to be construed as legal advice.

CCSD plans to use the Subject Property for the proposed Project as soon as CCSD acquires the necessary property interests for the Project – thus, CCSD does not offer a leaseback agreement for the Subject Property pursuant to Code of Civil Procedure section 1263.615.

As a condition of this offer, CCSD reserves all rights and remedies it has or may have against you and all persons or entities who may be responsible for any environmental contamination or any hazardous materials that may exist or may have existed on or migrating to or from the Property, including all rights to seek damages or other remedies pursuant to any environmental laws.

If this offer is acceptable to you, please so indicate to the undersigned, in writing. Upon your acceptance, CCSD will prepare and forward to you an Agreement for Purchase and Sale of the Subject Property. This offer is subject to, and conditioned upon the acceptance of the terms of such an Agreement. Upon receipt of a signed agreement, the matter will be reviewed by the CCSD Board of Directors, which has final ratification authority.

Offer to Pay Reasonable Costs of an Independent Appraisal Pursuant to Code of Civil Procedure

Section 1263.025: If you wish to obtain an independent appraisal of the Subject Property, in accordance with California Code of Civil Procedure section 1263.025(a), CCSD hereby offers to reimburse you for the actual reasonable costs, not to exceed \$5,000.00 (Five Thousand Dollars), of such an independent appraisal. Any independent appraisal must be conducted by an appraiser licensed by the California Bureau of Real Estate Appraisers. Please notify the undersigned within 30 days of the date of this offer letter if you wish to obtain an independent appraisal of the Easement.

Admissibility of this Offer: If for any reason you reject CCSD's offer, please be advised that this offer letter and enclosures are made under the provisions of California Evidence Code sections 1152 and 1154, and shall not be admissible in any eminent domain proceeding, or any other action for any purpose prohibited under these sections.

Thank you for your attention on this matter, and we look forward to hearing from you. Please do not hesitate to reach out by email to Matthew McElhenie, General Manager, mmcelhenie@cambriacsd.org or by phone at (805) 927-6230, should you have any questions.

Sincerely,

Matthew McElhenie

Matthew McElhenie
General Manager
Cambria Community Services District

STATEMENT OF BASIS FOR JUST COMPENSATION

(Appraisal Summary)

Acquisitions by Cambria Community Services District From Coast Union High School Site, Cambria, California

Introduction: The Cambria Community Services District (CCSD) is considering the acquisition of various property rights including fee land and easements from the Coast Unified School District (CUSD) for the operation of Water Well SR4 and ancillary improvements located on the site of Coast Union High School in Cambria, California. The high school has occupied the site for more than 40 years. The CCSD developed the well, a small water treatment facility and associated pipes more than 20 years ago and currently operates the facilities under a short-term agreement with CUSD.

The following information outlines the foundation for the Cambria Community Services District (CCSD) offer of just compensation for the property interests to be acquired.

Estimated Just Compensation: \$151,507

Property Owner: Coast Unified School District

Property Address: 2950 Santa Rosa Creek Road, Cambria, CA 93428

Property Location: Approximately ½ mile northeasterly of downtown Cambria between Santa Rosa Creek Road and Santa Rosa Creek.

Assessor Parcel Numbers: 013-081-075

Date of Value: October 20, 2023

Date of Report: November 16, 2023

Property Rights Appraised: Fee interest in Larger Parcel (CUHS site)
Fee interest in the Remainder Property (CUHS remaining site)
Water well and treatment plant site (fee acquisition)
Two underground water pipeline easements
Combined underground water pipeline and road easement
Underground sewer pipeline easement
Driveway use easement for access

Purpose of the Appraisal: To estimate the fair market value of the fee interest in the Larger Parcel, the value of the property rights acquired, the

STATEMENT OF BASIS FOR JUST COMPENSATION - continued

Remainder value, and the net severance damages, if any.

Definition of Fair Market Value¹:

- a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.
- b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

Larger Parcel:

The Larger Parcel is judged to be the Coast Union High School site, exclusive of the school buildings and improvements. See Exhibit A (aerial photo) and B (Assessor Parcel Map) in the Addenda.

Size: Approximately 38.38 acres or 1,671,833 sq. ft.
Usable area is approximately 30 acres exclusive of creek and woodlands area.

Shape: Irregular

Topography: Relatively flat near street grade with elevations typically ranging from 85 to 95 feet.

Access: From Santa Rosa Creek Road (2,700± lineal feet of frontage). Local, two lane paved roadway. Nine driveway aprons.

Land Use Regulations: Public Facilities Zone (for high school use) within the Coastal Zone. However, zoning would otherwise be Agriculture zone considering location, size, and zoning of adjacent parcels.

Utilities: Water provided by Cambria Community Services District within the East Village Service Area. Electricity is provided by PG&E. Septic system.

¹ Source: Section 1263.320, California Code of Civil Procedure

STATEMENT OF BASIS FOR JUST COMPENSATION - continued

Improvements: The Larger Parcel is improved with the school buildings, athletic fields and ancillary improvements of Coast Union High School and Leffingwell Continuation High School. These improvements are generally excluded from consideration in this appraisal.

Current Use: Coast Union High School and Leffingwell Continuation High School.

Use Appraised: For the purposes of this assignment, the Larger Parcel is appraised considering its land value only since the school buildings and nearly all other improvements other than some service roads and grass fields are not impacted by the acquisition.

Highest & Best Use: As though vacant, development to a high school. However, if not a high school site, the highest and best use of the land would be for rural residential farm or ranch use including up to two single family residences. As improved, continuation of the high school uses.

Larger Parcel Valuation Methodology: Sales Comparison Approach.

Sales Data Utilized: See Land Sales Data Summary (attached Exhibit C) and Land Sales Data Map (attached Exhibit D) and aerial photos and maps depicting the sales data which follow in the Addenda.

Fair Market Value of Larger Parcel: \$2,940,000
Equivalent to 30 usable acres @ \$98,000/acre
Equivalent to 38.38± total acres @ \$76,602/acre²

Proposed Acquisitions: See the aerial photo below showing the approximate location of the fee area and easements to be acquired. The following Attachments 1 through 6 depict the approximate location and configuration of each easement. Accurate legal descriptions and area calculations are not yet available for all but the sewer easement.³

² It is beyond the scope of this assignment to estimate a dollar value for the contributory value of the “non-usable” area. Judging from development patterns, land use restrictions and other factors, the contributory acreage value for the non-usable land appears to be only a very small, or nominal, fraction of the acreage value of the “usable area”.

³ See the legal description and diagrams in the Addenda for the sewer pipeline easement.

STATEMENT OF BASIS FOR JUST COMPENSATION - continued

Remainder value, and the net severance damages, if any.

Definition of Fair Market Value¹:

a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

Larger Parcel:

The Larger Parcel is judged to be the Coast Union High School site, exclusive of the school buildings and improvements. See Exhibit A (aerial photo) and B (Assessor Parcel Map) in the Addenda.

Size: Approximately 38.38 acres or 1,671,833 sq. ft.
Usable area is approximately 30 acres exclusive of creek and woodlands area.

Shape: Irregular

Topography: Relatively flat near street grade with elevations typically ranging from 85 to 95 feet.

Access: From Santa Rosa Creek Road (2,700± lineal feet of frontage). Local, two lane paved roadway. Nine driveway aprons.

Land Use Regulations: Public Facilities Zone (for high school use) within the Coastal Zone. However, zoning would otherwise be Agriculture zone considering location, size, and zoning of adjacent parcels.

Utilities: Water provided by Cambria Community Services District within the East Village Service Area. Electricity is provided by PG&E. Septic system.

¹ Source: Section 1263.320, California Code of Civil Procedure

**Aerial Photo of Larger Parcel
Showing Approximate Location of Acquisitions**

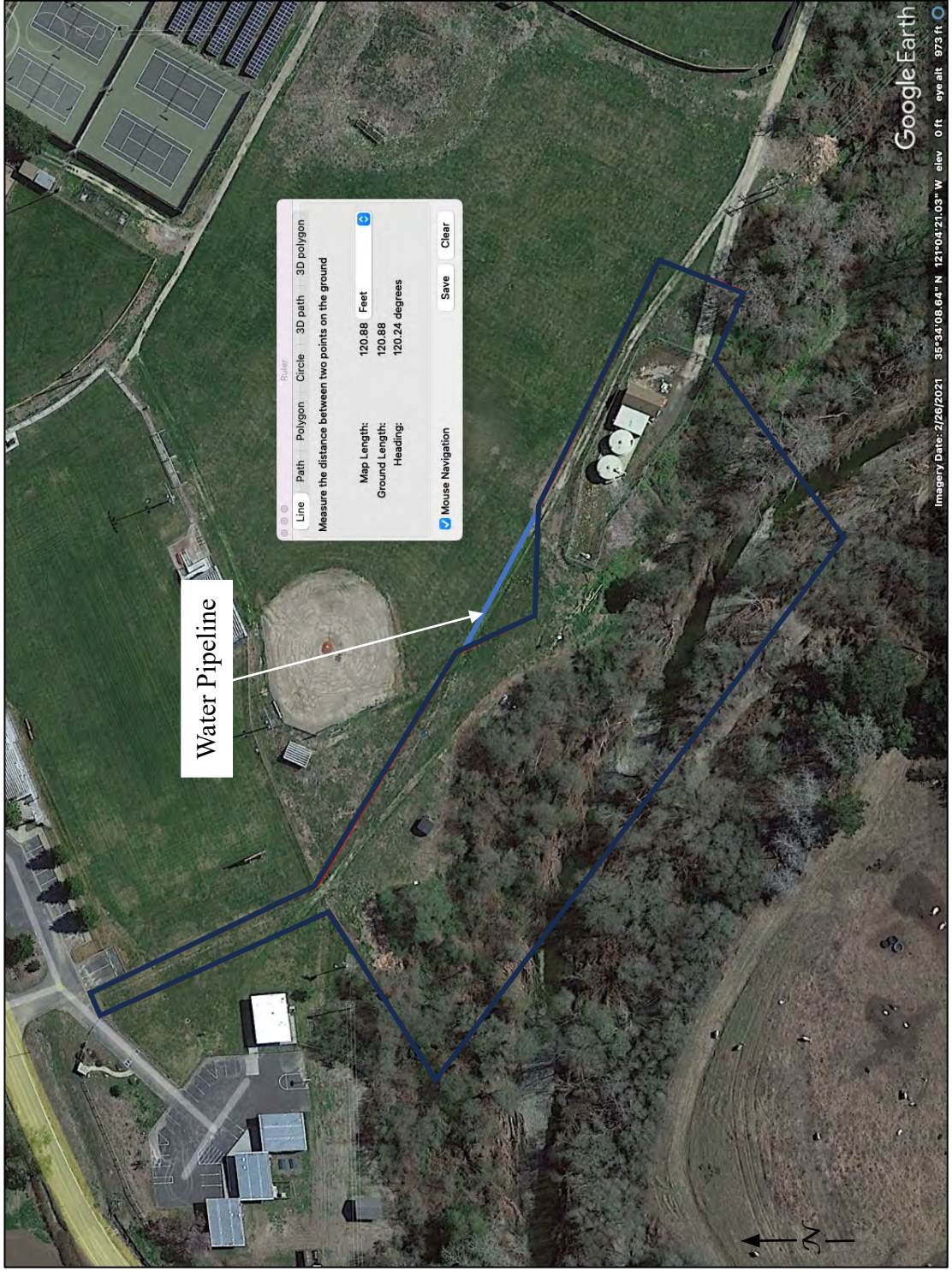


- 1** Well site, water treatment plant, underground pipeline, and access. (Fee)
- 2, 3** Underground water pipeline easements
- 4** Underground water pipeline easement and shared road access easement
- 5** Underground sewer pipeline easement
- 6** Driveway access easement

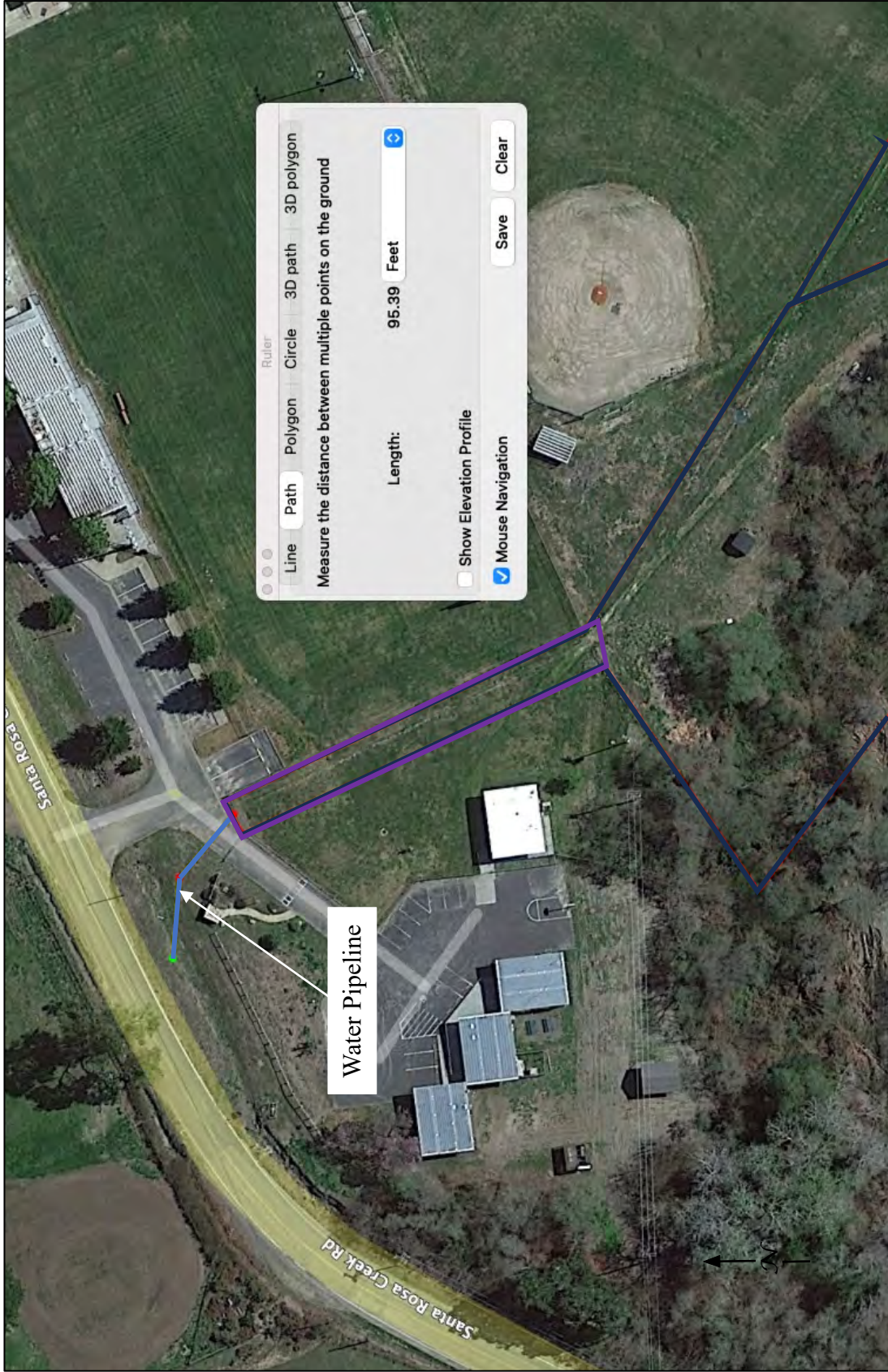
Attachment 1
Approximate Area of Well Site, Treatment Plant, Pipeline and Access Acquisition



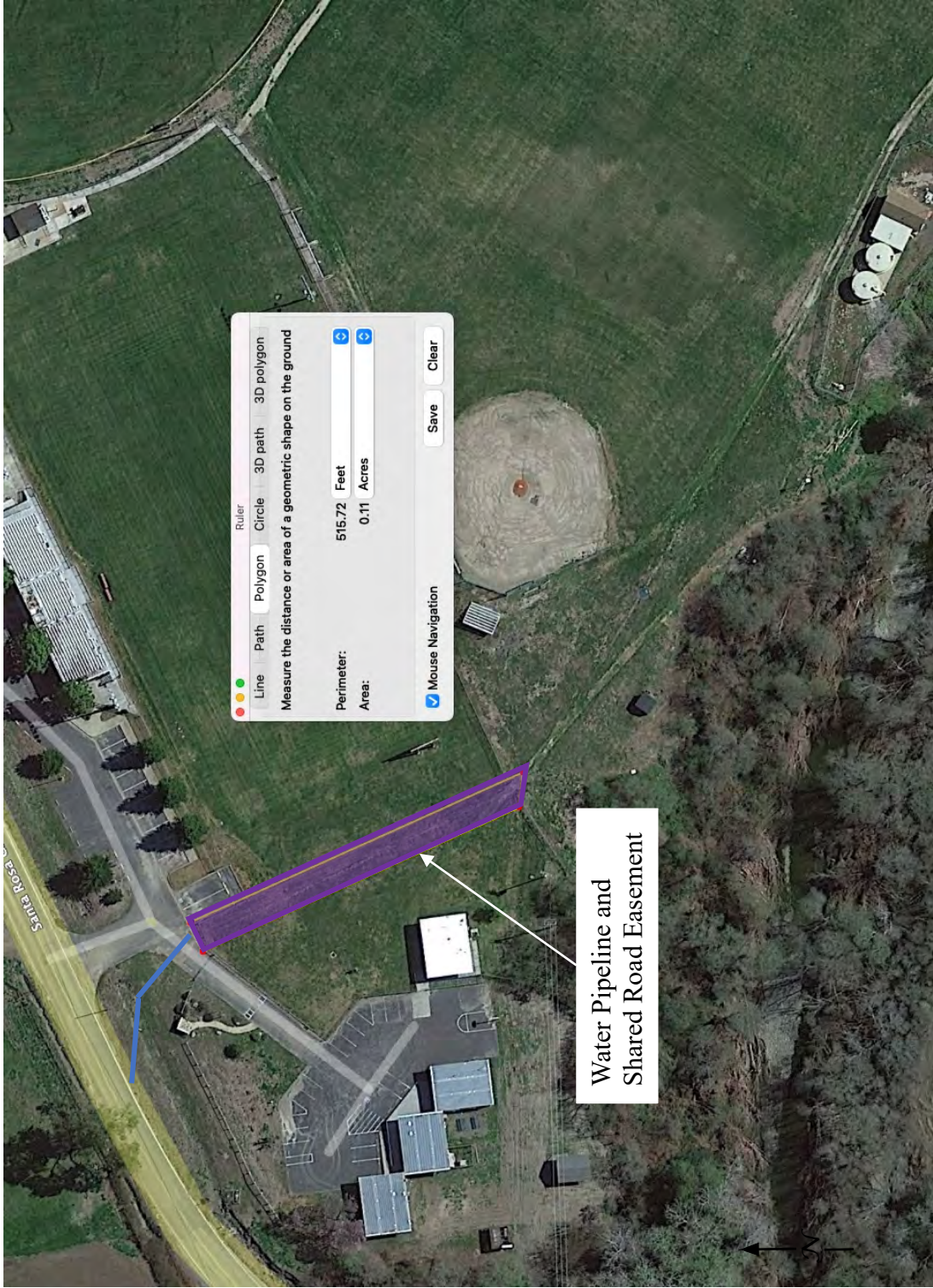
Attachment 2
Approximate Location of 20-foot Wide Underground Water Pipeline Easement Under Right Field



Attachment 3
Approximate Location of 20-foot Wide Underground Water Pipeline Easement Near Road



Attachment 4 Approximate Location of 20-foot Wide Water Pipeline & Shared Road Easement



Attachment 5
Approx. Location of 10-ft. wide Underground Sewer Pipeline Easement (184-foot angled)



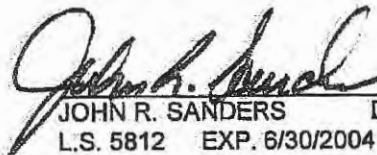
**SEWER EASEMENT
ATTACHMENT 6a
LEGAL DESCRIPTION**

BEING A PORTION OF SECTIONS 23 AND 24, TOWNSHIP 27 SOUTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA AS DESCRIBED IN THE DEED RECORDED NOVEMBER 4, 1997, AS DOCUMENT 1997-062812 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AN EASEMENT 10 FEET IN WIDTH, LYING 5 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

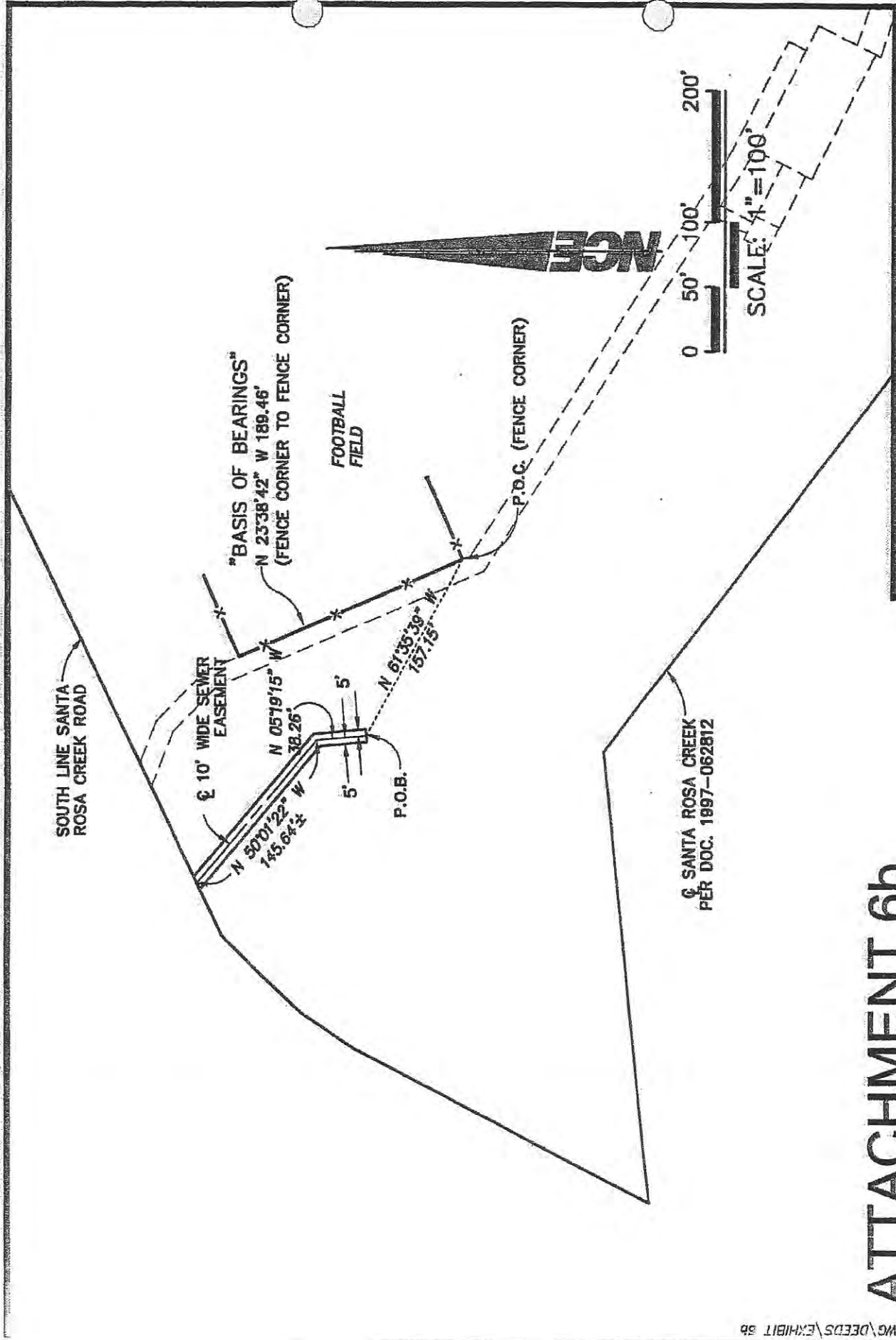
COMMENCING AT THE SOUTHWESTERLY FENCE CORNER OF THE FENCE AROUND THE FOOTBALL FIELD (THE WESTERLY LINE OF SAID FENCE BEING THE BASIS OF BEARING FOR THIS DESCRIPTION); THENCE NORTH 61°35'39" WEST, 157.15 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 5°19'15" WEST, 38.26 FEET; THENCE NORTH 50°01'22" WEST, 145.64 FEET MORE OR LESS TO A POINT ON THE SOUTHERLY LINE OF SANTA ROSA CREEK ROAD AND THE TERMINUS OF THIS DESCRIPTION.

SEE ATTACHMENT 6b ATTACHED HERETO AND MADE A PART HEREOF.

 11-21-00
JOHN R. SANDERS DATE
L.S. 5812 EXP. 6/30/2004



I:\00132\Document\Legal - Sewer Easement.doc
November 16, 2000

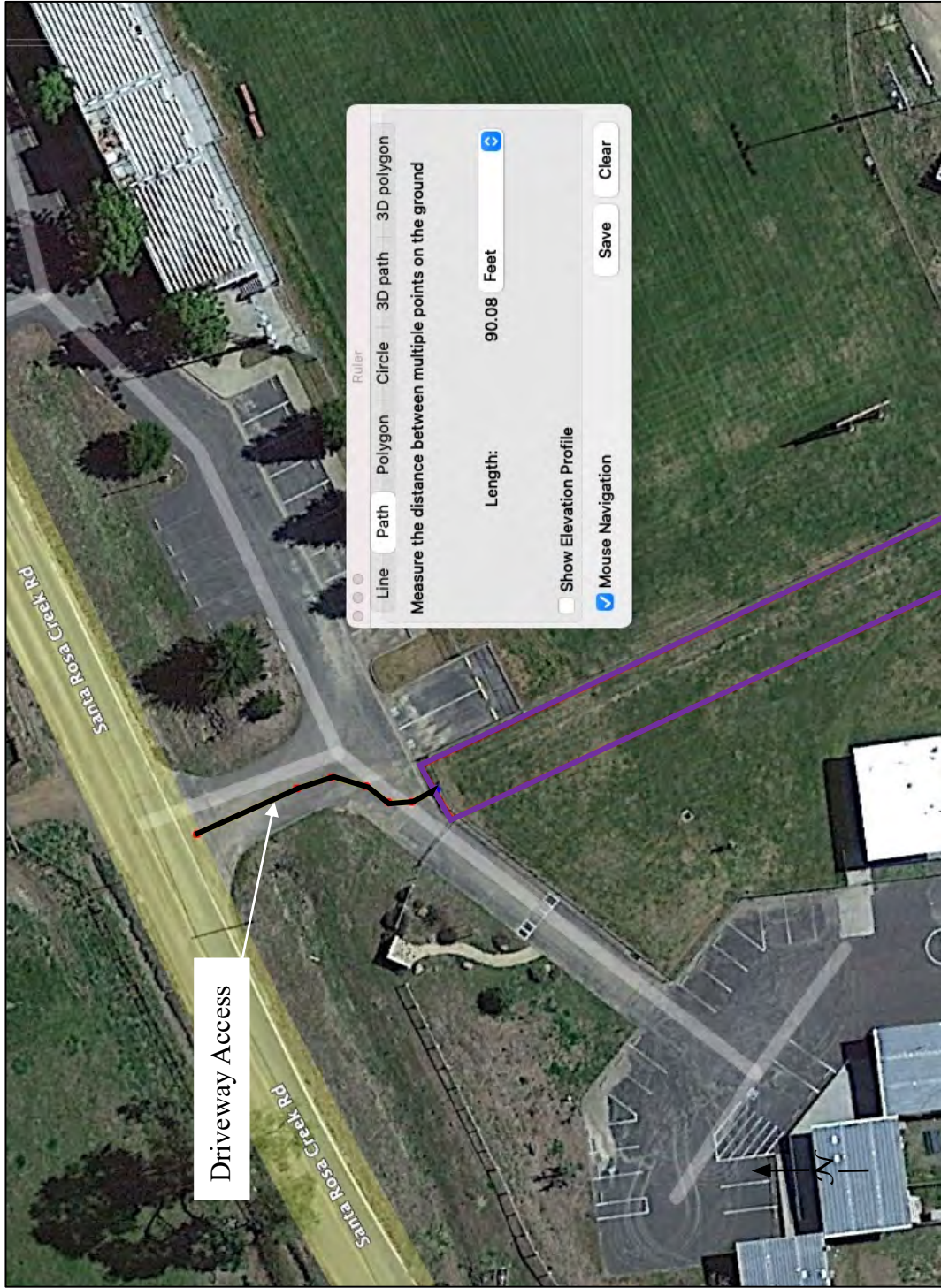


NCE NORTH COAST ENGINEERING INC.
 725 Creston Rd Suite B, Paso Robles, 239-3127

ATTACHMENT 6b

J:\00132\DWG\DEEDS\EXHIBIT 6b

Attachment 6
Approximate Location of Driveway Access Easement



STATEMENT OF BASIS FOR JUST COMPENSATION - continued

Acquisition Valuations:

The critical portion of the acquisitions are all within the “usable” areas of the Larger Parcel site. The majority of the acquisition area is being acquired in fee. The fee acquisition area is valued at the average acreage value for the Larger Parcel plus an additional amount for minor improvements such gravel roadways, grass turf and irrigation that may be within the acquired area. The valuation assumes that CCSD’s contractor will reconnect and/or re-route any irrigation systems that are severed or damaged by its project.

CCSD is not acquiring the CUSD’s water rights, wells, pipes or ancillary equipment within the fee acquisition area. CUSD will retain rights for personnel and equipment to access and maintain their wells, pipes and ancillary equipment without interfering with CCSD’s operation.

There are three pipeline easement acquisitions, an access easement, and a combined pipeline and shared road easement. The easements valuations are expressed as a percentage of the total utility of the property area each encumbers. The underground pipeline easements are not shared but they prevent the CUSD from building over the top of them. After consideration of their locations along the perimeter of the high school site in areas that are not likely building locations they have been valued at 50% of unencumbered fee site value. The shared access easement is also valued at 50%. The combined pipeline and shared access easement is valued at 75%. A worksheet for each acquisition valuation is shown below.

1. Fee Acquisition for Well Site, Treatment Plant, Pipelines and Access				
See Attachment 1. 2.39 acres enclosed by a fence along the southwesterly boundary of the school site. Includes approximately 0.78 acres of usable land and approximately 1.61 acres of creek woodland area.				
Unencumbered Usable Land	0.78 acres @	\$98,000 per acre x	100% =	\$76,440
Grass lawn improvements	0.53 acres @	\$76,000 per acre x	100% =	\$40,280
Gravel road improvements	0.07 acres @	\$62,000 per acre x	100% =	\$4,340
Creek Woodland Land	1.61 acres @	Nominal value		
Total				\$121,060

2. Underground Water Pipeline Easement Under Right Field Corner of Softball Field				
See Attachment 2. Approximately 20' x 120' straight path outside of larger fenced enclosure. Outfield grass and irrigation to be repaired or replaced if disturbed. Limits surface use to groundcover, paving or small shrubs. At edge of sports fields away from building areas. 50% of utility acquired.				
Unencumbered Usable Land	0.0551 acres @	\$98,000 per acre x	50% =	\$2,700

STATEMENT OF BASIS FOR JUST COMPENSATION - continued

3. Underground Water Pipeline Easement Near Santa Rosa Creek Road				
See Attachment 3. Approximately 20' x 95' angled path under driveway and groundcover. Surface improvements to be repaired or replaced if disturbed. Limits surface use to groundcover, paving or small shrubs. At edge of site away from building areas. 50% of utility acquired.				
Unencumbered Usable Land	0.0436	acres @	\$98,000 per acre x 50% =	\$2,137

4. Underground Water Pipeline and Shared Access Road Easement Beyond Football Field				
See Attachment 4. Approximately 20' x 240' between parking lot and fee acquisition area. Shared use with CUSD. Grass lawn to be replaced by asphalt paved road. Irrigation to be repaired if disturbed. Along southwesterly edge of football field fence. 75% of utility acquired.				
Unencumbered Usable Land	0.1102	acres @	\$98,000 per acre x 75% =	\$8,099
Grass lawn improvements	0.1102	acres @	\$76,000 per acre x 100% =	<u>\$8,375</u>
Total				\$16,474

5. Underground Sewer Pipe Easement to Santa Rosa Creek Rd. From Leffingwell Continuation HS				
See Attachment 5. Approximately 10' x 184' angled path. Grass lawn and paving to be repaired or replaced if disturbed. Limits surface use to paving, groundcover and/or small shrubs. Along edge of parking lot to property boundary. 50% of utility acquired.				
Unencumbered Usable Land	0.0422	acres @	\$98,000 per acre x 50% =	\$2,070

6. Easement to Use Driveways for Access Between Santa Rosa Cr. Rd. and CCSD Fenced Area				
See Attachment 6. Approximately 20' x 90' irregular path. Shared roadway with CUSD. Relocatable. Use of surface paving (\$244,000/acre). 50% of utility acquired.				
Unencumbered Usable Land	0.0413	acres @	\$98,000 per acre x 50% =	\$2,025
Asphalt Paving	0.0413	acres @	\$244,000 per acre x 50% =	<u>\$5,041</u>
Total				\$7,066

Summary of Acquisitions:	
1. Well Site, Treatment Plant, Pipelines, and Access (Fee Acquisition)	\$121,060
2. Underground Water Pipeline Easement - Right Field	\$2,700
3. Underground Water Pipeline Easement - Near Santa Rosa Creek Road	\$2,137
4. Underground Water Pipeline and Shared Access Road Easement	\$16,474
5. Underground Sewer Pipeline Easement From LCHS to Road	\$2,070
6. Easement to Use Driveways for Access near Santa Rosa Creek Road	<u>\$7,066</u>
Total Acquisitions:	\$151,507

Project Improvements: The existing water well, water treatment plant, underground pipelines and other ancillary improvements that have been in place within the acquisition areas for more than 20 years. There are no plans to change the structures or the piping.

CCSD is planning to build an access road from the Leffingwell Continuation High School driveway to the well site and treatment plant enclosure within the fee acquisition area. The roadway will be asphalt paved and of sufficient strength to support 80,000 lb. trucks. The fee acquisition area will be enclosed with a 6-foot high chain link fence extending to the

STATEMENT OF BASIS FOR JUST COMPENSATION - continued

creek bed. There will be locked gates at either end to allow authorized vehicle traffic through. CUSD will have keys to the gate and be permitted to use the CCSD road and to access the CUSD wells, pipes and ancillary improvements within the fee acquisition area. There will also be a gate to access the underground pipeline easement in right field of the softball field.

The CCSD SR4 well operates seasonally between May 1 and October 31. The well can also be used during emergencies. The annual allocation is 354 acre-feet.

The well is 120 feet deep and powered by a 30 horsepower electric submersible pump. The treatment plant is within a masonry building. There is no noise or odor emanating from the enclosure.

The pipes carrying water to Santa Rosa Creek Road are 12-inch diameter steel pipes set approximately 36 inches below the surface.

A CCSD employee makes a routine maintenance check once per day in a regular pick-up truck. During the operation months, an 80,000 lb. (maximum) tank truck or stake bed truck delivers chlorine to the treatment plant twice per month.

Remainder Value (Before):

The Remainder is the property remaining in the owner's possession after the permanent acquisitions. The Remainder Value (Before) is simply the value of the Larger Parcel after subtracting the value of the parts permanently acquired, before taking into account the effects of the acquisition and the operation of the CCSD water well and associated improvements.

1	Value of Larger Parcel (Site Only)	\$2,940,000
2	Value of Parts Taken Permanently Including:	\$151,507
	Well Site, Treatment Plant, Pipelines, Access (Fee)	\$121,060
	Underground Water Pipeline - Right Field	\$2,700
	Underground Water Pipeline - Near Road	\$2,137
	Underground Water Pipeline and Shared Road Easement	\$16,474
	Underground Sewer Pipeline From LCHS to SRC Road	\$2,070
	Driveway Access Easement Near SRC Road	\$7,066
3	Value of Remainder in Before Condition (1 - 2)	\$2,788,493

STATEMENT OF BASIS FOR JUST COMPENSATION - continued

Effects to the Remainder
Property

(Damages and/or Benefits):

Gross severance damages occur if the acquisition, and construction and operation of the CCSD's project, reduce the value of the Remainder property. Benefits are those effects that increase the value of the Remainder. The value of benefits may offset severance damages but may not be applied to reduce compensation for the parts taken.

The well, treatment plant and underground easements and improvements are generally along the boundary of the Larger Parcel or in open areas of the site that are likely to remain as open area, and do not interfere with the operation of the high school. The access driveway easement is located within existing school driveways and is relocatable. The larger CCSD trucks only use the roadways about 12 times per year (twice per month for six months).

CUSD will still have access around the entire school and access to their wells and related improvements.

CCSD will protect in place, repair, replace or restore severed irrigation lines and other irrigation improvements, if any, that may impact the Remainder property.

A minor element of severance damage is that a 0.02-acre portion of the existing gravel roadway that crosses the right field corner of the nearby softball field will be cut off from the rest of the gravel roadway. However, CUSD will still be able to access the softball diamond from the other direction or through CCSD fee acquisition area. I have considered damages to be the loss of use of the gravel road improvements valued on a 100% cost basis of \$62,000 per acre for 0.02 acres or \$1,240.

As a result of the CCSD fencing and access control, the CUSD's well facilities will be more secure than before and accessible by better roadway improvements to be maintained by CCSD. These benefits are considered to offset the minor severance damages.

Remainder Value (After):

In this instance, the Remainder Value (After) is judged to be equal to the Remainder Value (Before).

STATEMENT OF BASIS FOR JUST COMPENSATION - continued

Net Severance Damages: Net severance damages result when the Remainder Value (After), considering severance damages and offsetting benefits, is less than the Remainder Value (Before).

There are no net severance damages in this instance.

Total Just Compensation: Total just compensation is estimated by adding the value of the parts acquired, net severance damages, if any, and temporary construction easements, if any. See the summary of conclusions below.

1	Value of Larger Parcel (Site Only)	\$2,940,000	
2	Value of Parts Taken Permanently Including:	\$151,507	\$151,507
	Well Site, Treatment Plant, Pipelines, Access (Fee)	\$121,060	
	Underground Water Pipeline - Right Field	\$2,700	
	Underground Water Pipeline - Near Road	\$2,137	
	Underground Water Pipeline and Shared Road Easement	\$16,474	
	Underground Sewer Pipeline From LCHS to SRC Road	\$2,070	
	Driveway Access Easement Near SRC Road	\$7,066	
3	Value of Remainder in Before Condition (1 - 2)	\$2,788,493	
4	Value of Remainder After, Excluding Benefits	\$2,787,253	
5	Gross Severance Damages (3 - 4)	\$1,240	
6	Value of Remainder After, Including Benefits	\$2,788,493	
7	Benefits (6 - 4)	\$1,240	
8	Net Severance Damages (5 - 7)	\$0	\$0
9	Value of Temporary Construction Easements	\$0	<u>\$0</u>
10	Indicated Just Compensation (2 + 8 + 9)		\$151,507

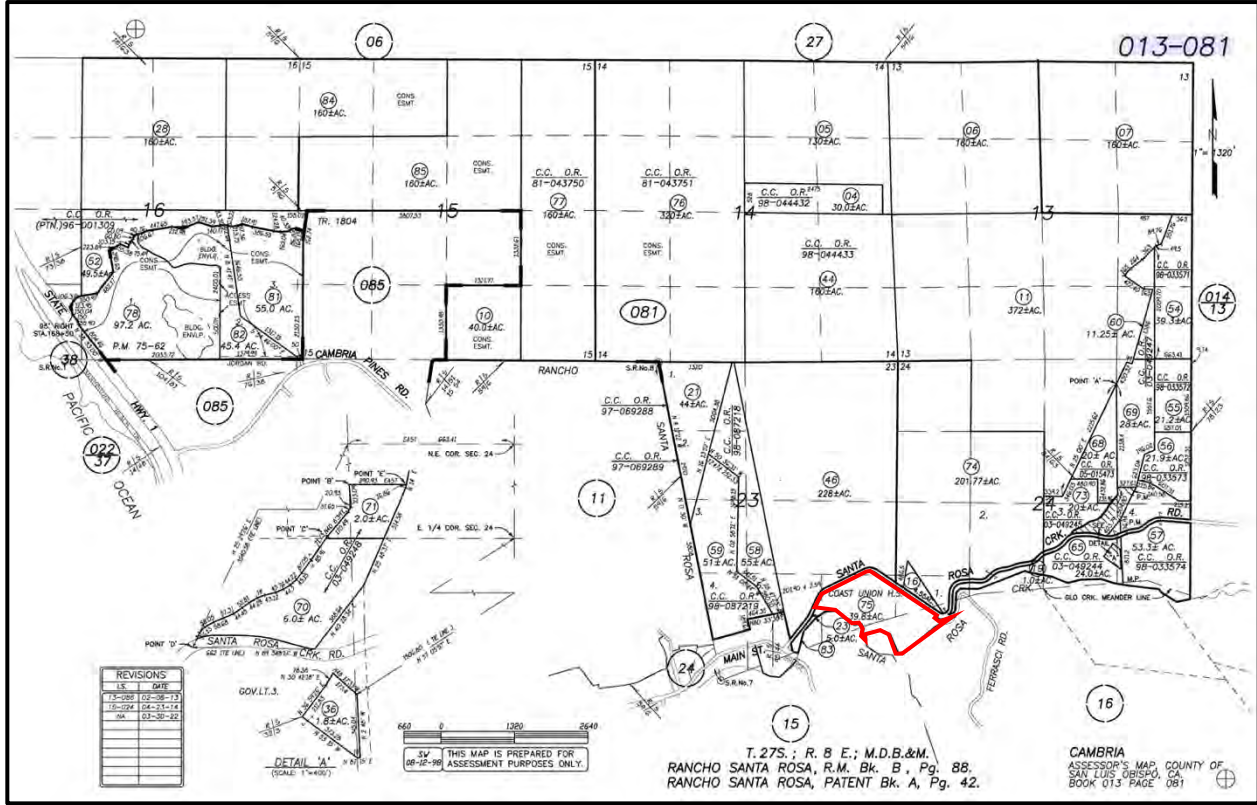
Statement prepared by: Stuart D. DuVall, MAI
 George Hamilton Jones, Inc.
 November 17, 2023

Addenda

Exhibit A
Aerial Photo of Larger Parcel
(Coast Union High School Site)



Exhibit B Larger Parcel (Coast Union High School Site)



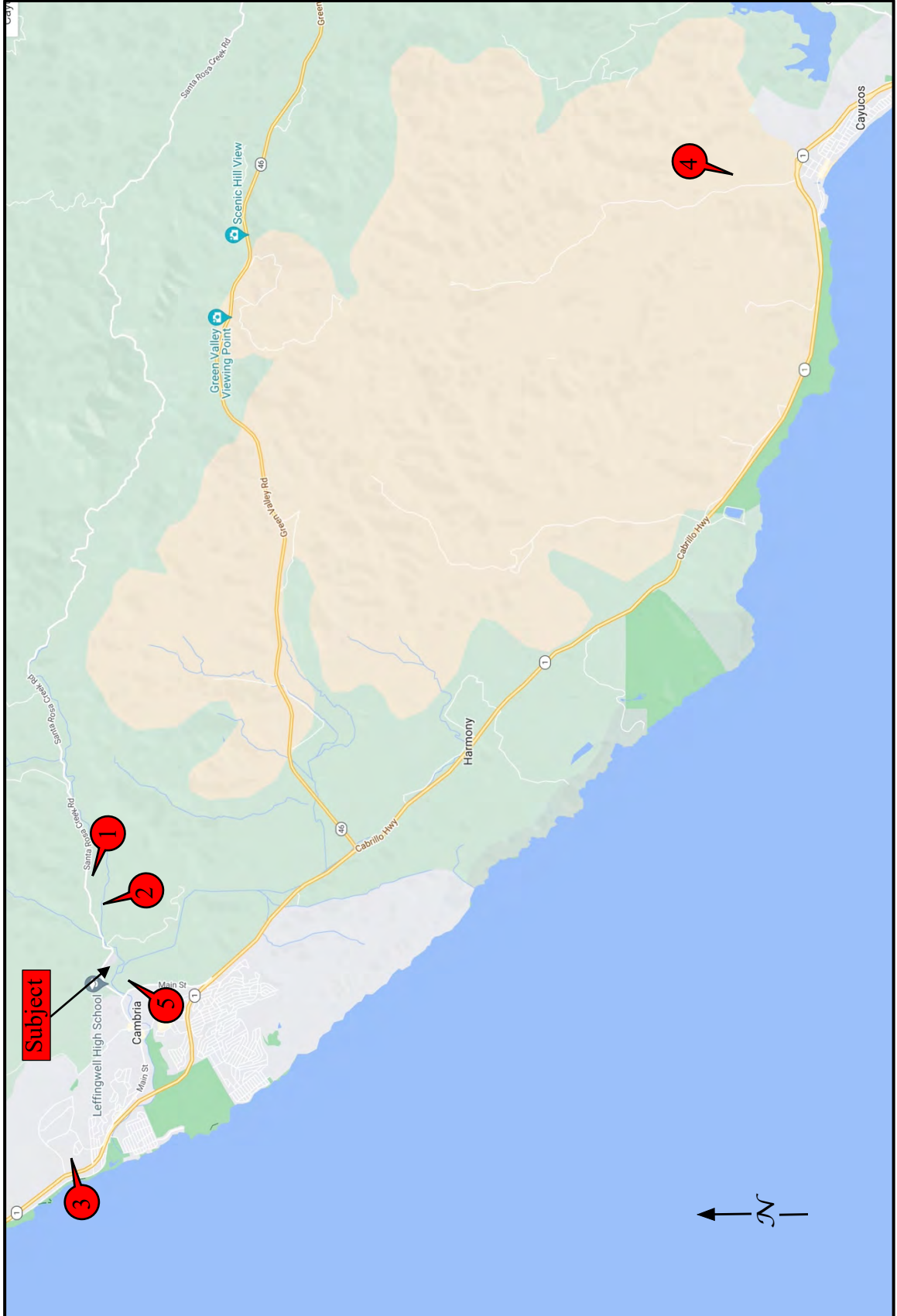
Assessor Parcel Number: 013-081-075

Exhibit C

Land Sales Data Summary

Sale No.	Location Assessor Parcel No.	Seller Buyer	Recording Date Document No.	Sale Price	Acres Shape	\$ per Acre Terms	Zoning	Remarks
Subject	Coast Union High School Site 2950 Santa Rosa Creek Road Cambria, CA 031-081-075	Coast Unified School District (Owner)	10/19/23 Date of Value	TBD	38.34 Irregular	TBD	PF (AG)	Adjacent to Santa Rosa Creek. Coastal Zone. 3/4 mile northeast of downtown Cambria. Generally level site in AG Preserve. Prime farmland. Appraised exclusive of school buildings. Water from Cambria CSD; septic.
1	4007 Santa Rosa Creek Road Cambria, CA 014-131-031	Justin James Rhoades, Trustee of Garnett Trust PO Box 384, Cambria 93428 <i>Pops Place Farm LLC</i> 4880 Santa Rosa Creek Rd., Cambria 93428	5/3/21 33031	\$950,000	20.00	\$47,500 Cash	AG	Adjacent to Santa Rosa Creek. Coastal Zone. Approx. 12 acres farmed. Prime farmland. 5.5-acre knoll with views. Obsolete farm buildings. Well (needs work). Septic.
2	3755 Santa Rosa Creek Road Cambria, CA 031-161-003	Laura Lee Pritt Living Trust N/A <i>Jeffrey A & Rebecca Nielsen</i> 3755 Santa Rosa Creek Rd., Cambria 93428	9/9/21 62018	\$3,275,000	90.00	\$36,389	AG	Adjacent to Santa Rosa Creek. Coastal Zone. 2,635 sq. ft. hilltop home built in 2010. 360° views. 8.3-acre avocado orchard on hill. Solar power. Barn/guest house. 10 acres prime farmland at base of hill; numerous fruit trees. Well water and septic.
3	6760 Cambria Pines Road Cambria, CA 013-085-011	Leimert Investment Company 606 N Larchmont Blvd Ste 300, Los Angeles 90004 <i>Philip G Larson 25%/Kaitoke LLC 75% Interest</i> 1835 Newport Blvd., A109-415, Costa Mesa 92627	7/29/20 38710	\$1,600,000 Current Listing After renovations	88.87	\$18,004 \$38,258	RL	On easterly side of Highway 1. Ranch property with old farmhouse, garage, and several sheds. 2.9-acre building envelope. Coastal Zone. 50 acres woodland. 25 acres of good farmland. Ocean views. Cambria CSD water and well water. Septic.
4	Cayucos Creek Road Cayucos, CA 046-191-054	William J. Martony/Bernadette J. Pekarek 245 Main St., Morro Bay 93442 <i>Angus & Dana L Burton</i> PO Box 294, Cayucos 93430	5/17/22 21200	\$1,210,000	30.02	\$40,306	AG	One mile inland from the Cayucos pier. Ocean views. Rolling, unimproved property, open ranch land. Not in Coastal Zone. Well water. Septic needed. Permits SFR and secondary residence.
Listing for information only.								
5	2845 Main Street Cambria, CA 013-151-046	Wei-Tzuoh Chen (TE) PO Box 426, Visalia 93279	Current Listing Expired Listing (December 2021)	\$3,600,000 \$2,350,000	67.70	\$53,176 \$34,712	AG	Adjacent to Santa Rosa Creek. Coastal Zone. 1/2 mile east of downtown Cambria. In AG preserve. 10% prime farmland. 50% wooded hill. 40% open rolling land. Dirt road to hilltop view homestead. Good well. Needs septic.

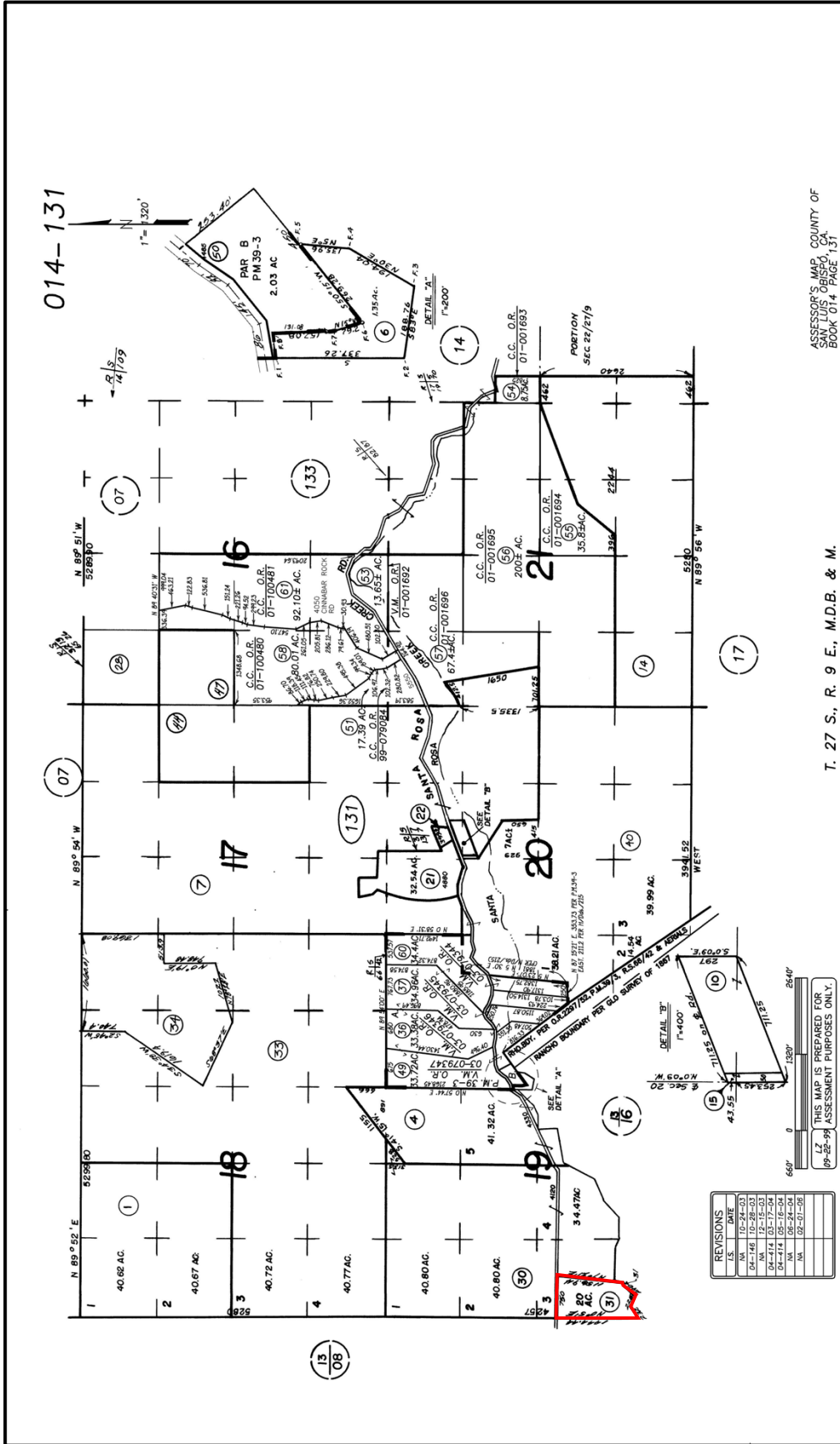
Exhibit D
LAND SALES DATA MAP



Sale No. 1: 4007 Santa Rosa Creek Road



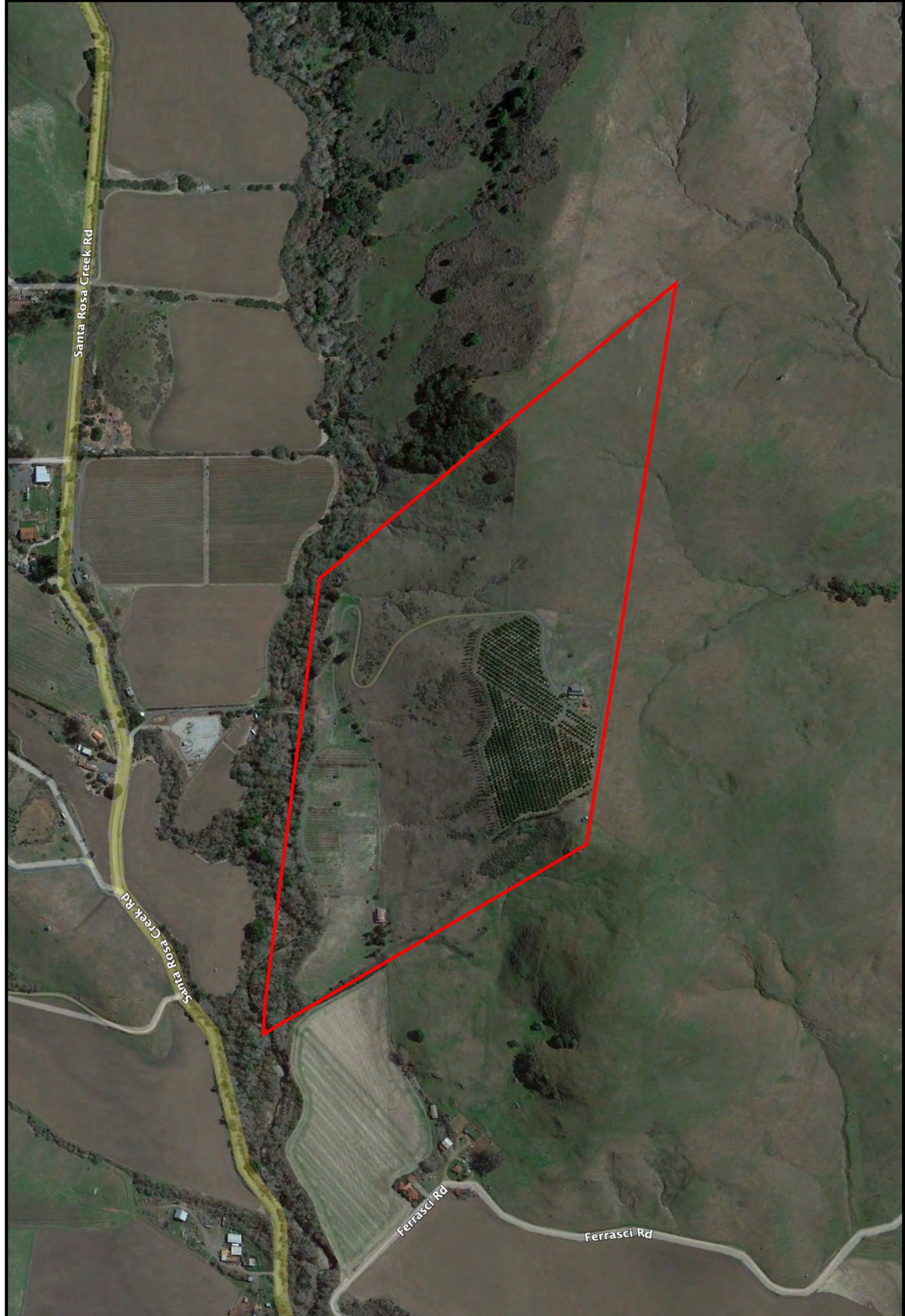
Sale No. 1: 4007 Santa Rosa Creek Road



ASSESSOR'S MAP COUNTY OF
 ASSASSOR'S MAP
 BOOK 014 PAGE 131

T. 27 S., R. 9 E., M.D.B. & M.
**Assessor Parcel Number:
 014-131-031**

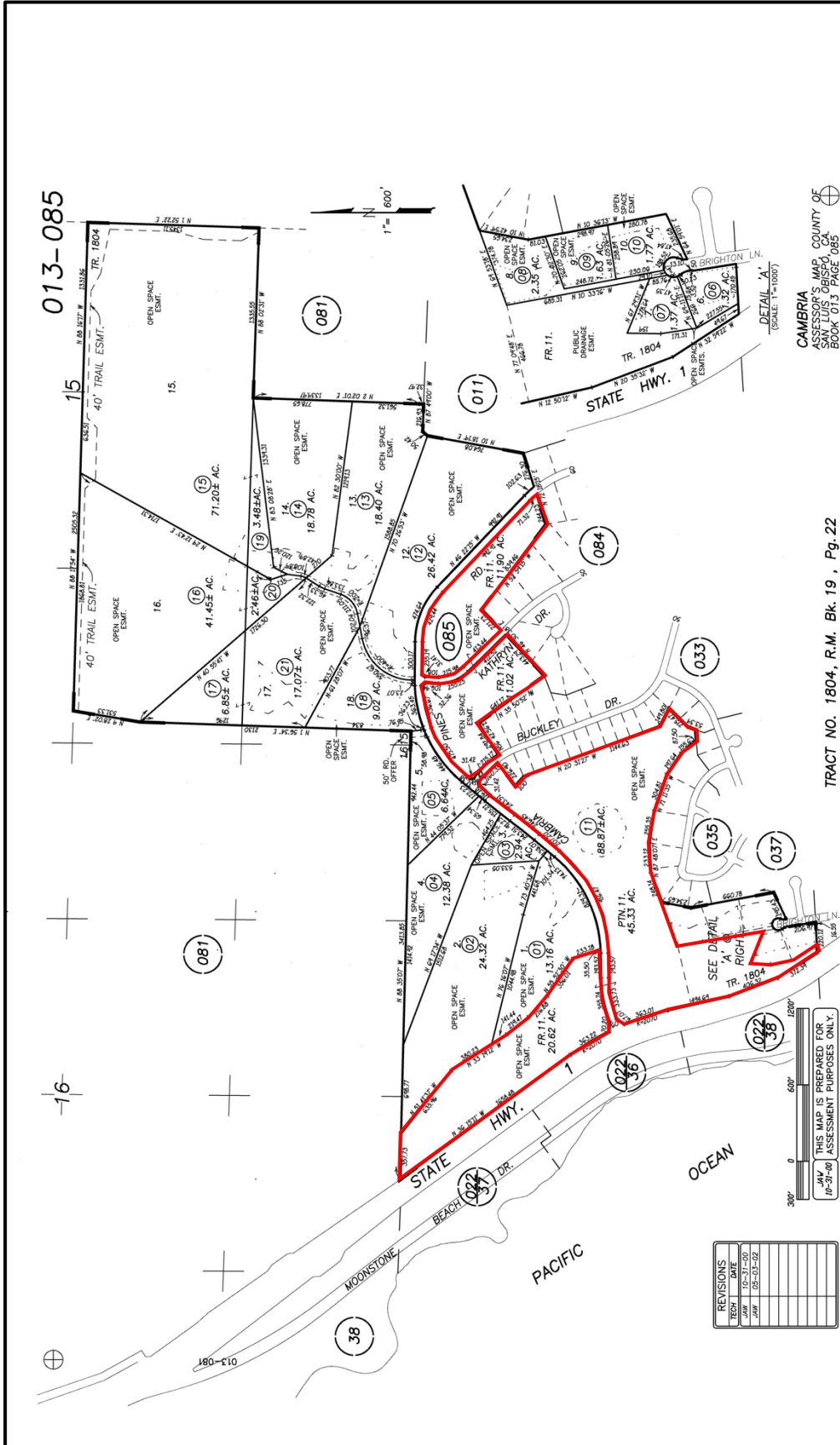
Sale No. 2: 3755 Santa Rosa Creek Road



Sale No. 3: 6760 Cambria Pines Road



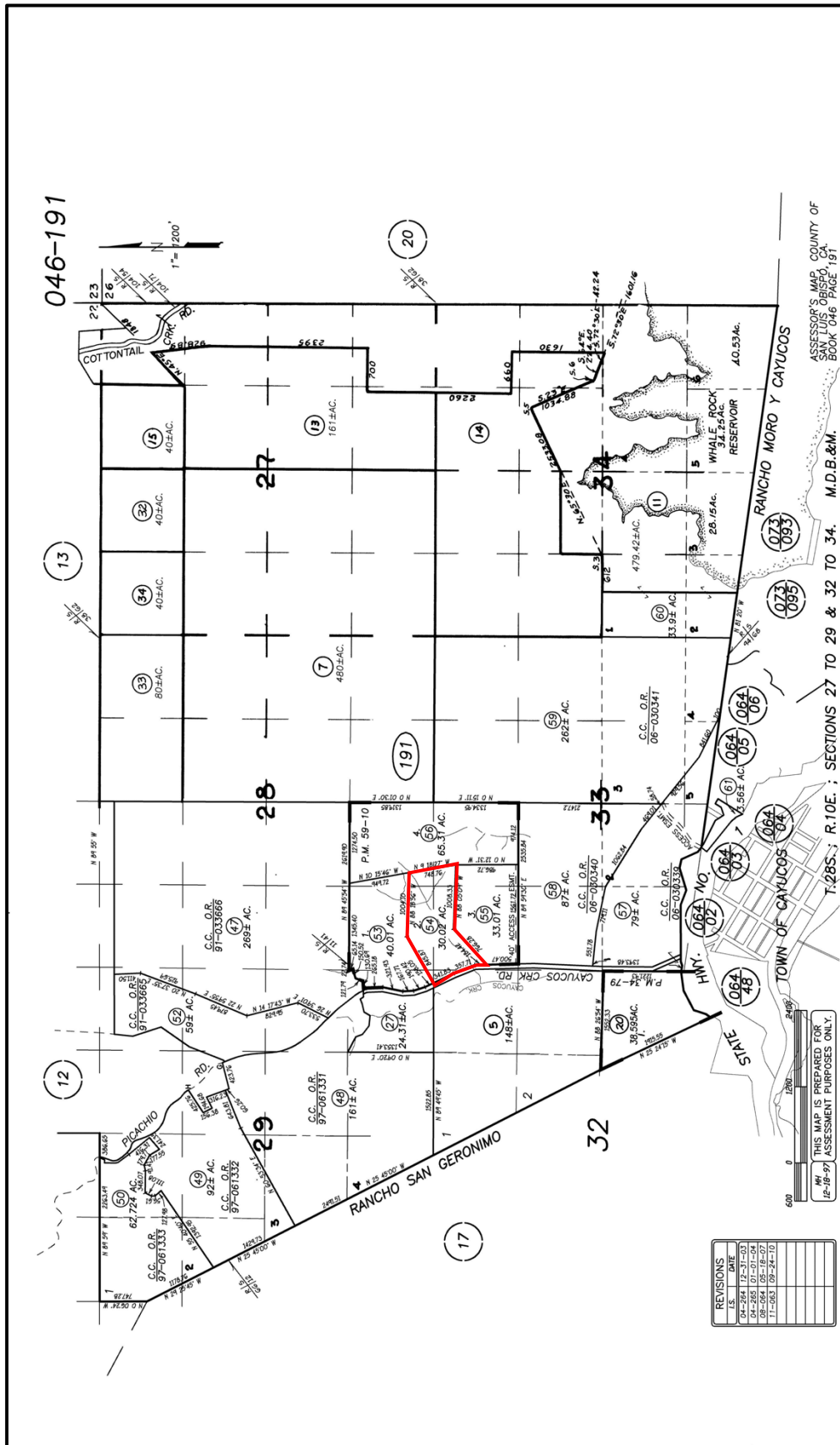
Sale No. 3: 6760 Cambria Pines Road



Sale No. 4: Cayucos Creek Road



Sale No. 4: Cayucos Creek Road



Assessor Parcel Number:
046-191-054

Listing No. 5: 2845 Main Street





Property Owner's Information Pamphlet on Use of Eminent Domain in California

A summary of the Process and Owner's Rights

ABOUT THE EMINENT DOMAIN PAMPHLET

SB 698 which went into effect on January 1, 2008, requires that every property owner who is the subject of an eminent domain action must be given an “informational pamphlet” outlining the property owner’s rights under the Eminent Domain Law of California.

This pamphlet has been put together through the efforts of the following organizations:

League of California Cities

California State Association of Counties

Association of California Water Agencies

California Special Districts Association

California Redevelopment Association

EMINENT DOMAIN – Information Pamphlet (SB 698)

I. Introduction

Eminent domain is the power of the government to purchase private property for a "public use" so long as the property owner is paid "just compensation." Whenever possible, Cambria Community Services District ("CCSD") tries to avoid use of the eminent domain power, exercising it only when it is necessary for a public project. The decision to acquire private property for a public project is made by the CCSD only after a thorough review of the project, which often includes public hearings.

This pamphlet provides general information about the eminent domain process and the rights of the property owner in that process.¹

- **What is a "public use"?**

A "public use" is a use that confers public benefits, like the provision of public services or the promotion of public health, safety, and welfare. Public uses include a wide variety of projects such as street improvements, construction of water pipelines or storage facilities, construction of civic buildings, redevelopment of blighted areas, and levee improvements to increase flood protection. Some public uses are for private entities, such as universities, hospitals and public utilities, which serve the public.

- **What is "just compensation"?**

Just compensation is the **fair market value** of the property being acquired by the government. The state law definition of fair market value is "the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available."

II. The Eminent Domain Process and the Property Owner's Rights

The eminent domain process begins with a public use project. When selecting a project location, the goal is to render the greatest public good and the least private injury or inconvenience. If it is determined that all or a portion of your property may

¹ **This pamphlet reflects the current law as of January 1, 2008. However, the information in this pamphlet is not, nor should it be construed as, legal advice. You should consult with qualified legal counsel regarding your specific situation rather than relying on this pamphlet as legal advice.**

be necessary for a public use project, the CCSD will begin the appraisal process to determine the property's fair market value.

- **How is the fair market value of my property determined?**

The CCSD will retain an independent, accredited appraiser familiar with local property values to appraise your property. The appraiser will invite you to accompany him or her during an inspection of your property. You may give the appraiser any information about improvements and any special features that you believe may affect the value of your property. It is in your best interest to provide the appraiser with all the useful information you can in order to ensure that nothing of value will be overlooked. If you are unable to meet with the appraiser, you may wish to have a person who is familiar with your property meet with the appraiser instead.

After the inspection, the appraiser will complete an appraisal that will include the appraiser's determination of your property's fair market value and the information upon which the fair market value is based. The appraiser will provide the CCSD with the appraisal. The CCSD will then make a written offer to purchase the property. The offer will also include a summary of the appraisal. The offer will be for no less than the amount of the appraisal.

- **What factors does the appraiser consider in determining fair market value?**

Each parcel of real property is different and, therefore, no single formula can be used to appraise all properties. Among the factors an appraiser typically considers in estimating fair market value are:

- The location of the property;
- The age and condition of improvements on the property;
- How the property has been used;
- Whether there are any lease agreements relating to the property;
- Whether there are any environmental issues, such as contaminated soil;
- Applicable current and potential future zoning and land use requirements;
- How the property compares with similar properties in the area that have been sold recently;
- How much it would cost to reproduce the buildings and other structures, less any depreciation; and
- How much rental income the property produces, or could produce if put to its highest and best use.

- **Will I receive a copy of the appraisal?**

The CCSD is required to provide you with its purchase offer, a summary of the appraiser's opinion, and the basis for the CCSD's offer. Among other things, this summary must include:

- A general statement of the CCSD's proposed use for the property;
- An accurate description of the property to be acquired;
- A list of the improvements covered by the offer;
- The amount of the offer; and
- The amount considered to be just compensation for each improvement which is owned by a tenant and the basis for determining that amount.

However, the CCSD is only required to show you a copy of the full appraisal if your property is an owner-occupied residential property with four or fewer residential units. Otherwise, the CCSD may, but is not required, to disclose its full appraisal during negotiations (though different disclosure requirements apply during the litigation process if the issue of fair market value goes to court).

- **Can I have my own appraisal done?**

Yes. You may decide to obtain your own appraisal of the property in negotiating the fair market value with the CCSD. At the time of making its initial offer to you, the CCSD must offer to reimburse you the reasonable costs, not to exceed \$5,000, of an independent appraisal of your property. To be eligible for reimbursement, the independent appraisal must be conducted by an appraiser licensed by the State Office of Real Estate Appraisers.

- **What advantages are there in selling my property to the [condemning agency]?**

A real estate transaction with the CCSD is typically handled in the same way as the sale of private property. However, there may be a financial advantage to selling to the CCSD.

- You will not be required to pay for real estate commissions, title costs, preparation of documents, title policy or recording fees required in closing the sale. The CCSD will pay all these costs.
- Although the CCSD cannot give you tax advice or direction, you might also be eligible for certain property and income tax advantages. You should check with the Internal Revenue Service (IRS) for details or consult your personal tax advisor.

- **If only a portion of my property is taken, will I be paid for the loss to my remaining property?**

In general, when only a part of your property is needed, every reasonable effort is made to ensure you do not suffer a financial loss to the "remainder" property. The

CCSD will pay you the fair market value of the property being taken as well as compensation for any loss in value to your remaining property that is not offset by the benefits conferred by the project. The compensation for the loss in value to your remaining property is often referred to as "severance damages."

Also, if any remaining part is of such a size, shape, or condition as to be of little market value, the CCSD will offer to acquire that remaining part (or remnant) from you, if you so desire.

- **Will I be compensated for loss of goodwill to my business?**

If you are the owner of a business that is conducted on the property being acquired, you may have a right to compensation for lost business goodwill if the loss is caused by the acquisition of the property. "Goodwill" consists of the benefits that accrue to a business as a result of its location, reputation for dependability, skill or quality, and any other circumstances resulting in probable retention of old or acquisition of new patronage.

- **What will happen to the loan on my property?**

Where the CCSD is acquiring the entire property, generally the compensation payable to the owner is first used to satisfy outstanding loans or liens as in a typical real estate transaction. Where less than the entire property is being acquired, whether outstanding loans or liens are paid from the compensation will depend on the particular facts and circumstances.

- **Do I have to sell at the price offered?**

No. If you and the CCSD are unable to reach an agreement on a mutually satisfactory price, you are not obligated to sign an offer to sell or enter into a purchase agreement.

- **If I agree to accept the CCSD's offer, how soon will I be paid?**

If you reach a voluntary agreement to sell your property or an interest in the property to the CCSD, payment will be made at a mutually acceptable time. Generally, this should be possible within 30 to 60 days after a purchase/sale contract is signed by all parties.

- **What happens if we are unable to reach an agreement on the property's fair market value?**

The CCSD, to the greatest extent practicable, will make every reasonable effort to acquire your property by negotiated purchase. If, however, the negotiations are unsuccessful, the CCSD may either file an eminent

domain action in a court located within the same county where your property is located or it may decide to abandon its intention to acquire the property. If the CCSD abandons its intention to acquire, it will promptly notify you.

If the CCSD proceeds with eminent domain, the first step is for CCSD staff to request authority from the [legislative body] to file a condemnation action. The approval from the [legislative body] is called a "Resolution of Necessity." In considering whether condemnation is necessary, the [legislative body] must determine whether the public interest and necessity require the project, whether the project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury, and whether your property is necessary for the project. You will be given notice and an opportunity to appear before the [legislative body] when it considers whether to adopt the Resolution of Necessity. You may want to call an attorney or contact an attorney referral service right away. You or your representatives can raise any objections to the Resolution of Necessity and the condemnation either orally before the [legislative body] or in writing to the [legislative body].

If the [legislative body] adopts the Resolution of Necessity, the CCSD can file a complaint in court to acquire title to the property upon payment of the property's fair market value. The CCSD is the plaintiff. Anyone with a legal interest in the property, generally determined from a title report on the property (including tenants or mortgage holders), are named as defendants. Often, the CCSD will also deposit the amount the CCSD believes is the "probable amount of compensation" with the State Treasurer where the complaint is filed. A deposit must be made if the CCSD is seeking to acquire possession of the property before agreement is reached on the fair market value.

- **Can the CCSD acquire possession of my property before the property's fair market value is determined in the eminent domain lawsuit?**

In some cases, the CCSD may decide it needs possession of the property before the property's fair market value is finally determined. In such a case, the CCSD must apply to the court for an "order for possession" to allow it to take possession and control of the property prior to resolution of the property's fair market value. The CCSD is required to schedule a hearing with the court on the proposed order for possession and to give you notice of the hearing. Notice must generally be sent at least 90 days before the hearing date if the property is occupied and 60 days before the hearing date if the property is unoccupied. A judge will decide whether the order for possession should be granted. As noted above, the CCSD must deposit with the State Treasurer the probable amount of just compensation in order to obtain possession of the property.

- **Can I oppose the motion for an order for possession?**

Yes. You may oppose the motion in writing by serving the CCSD and the court with your written opposition within the period of time set forth in the notice from the CCSD.

- **Can I rent the property from the CCSD?**

If the CCSD agrees to allow you or your tenants to remain on the property after the CCSD acquires possession, you or the tenants will be required to pay a fair rent to the CCSD. Generally, such rent will not be more than that charged as rent for the use of a property similar to yours in a similar area.

- **Can I withdraw the amount deposited with the State Treasurer before the eminent domain action is completed, even if I don't agree that the amount reflects the fair market value of my property?**

Yes. Subject to the rights of any other persons having a property interest (such as a lender, tenant, or co-owner), you may withdraw the amount deposited with the State Treasurer before the eminent domain action is completed. If you withdraw the amount on deposit, you may still seek a higher fair market value during the eminent domain proceedings, but you may not contest the right of the CCSD to acquire the property, meaning you cannot contest that the acquisition of your property is for a public purpose or is otherwise improper.

You also have the right to ask the court to require the CCSD to increase the amount deposited with the State Treasurer if you believe the amount the CCSD has deposited less than the "probable amount of compensation."

- **Can I contest the condemning agency's acquisition of the property?**

Yes. Provided you have not withdrawn the amount deposited, you can challenge in court the CCSD's right to acquire or condemn the property.

- **What happens in an eminent domain trial?**

The main purpose of an eminent domain trial is to determine the fair market value of your property, including compensable interests such as lost business goodwill caused by the taking or severance damages. The trial is usually conducted before a judge and jury. You (and any others with interests in the property) and the CCSD will have the opportunity to present evidence of value, and the jury will determine the property's fair market value. In cases where the parties choose not to

have a jury, the judge will decide the property's fair market value. Generally, each party to the litigation must disclose its respective appraisals to the other parties prior to trial.

If you challenge the CCSD's right to acquire the property, the eminent domain trial will also determine whether or not the CCSD has the legal right to acquire the property. In such cases, the judge (not the jury) will make this determination before any evidence is presented concerning the property's fair market value.

At the end of the trial, the judge will enter a judgment requiring the CCSD to pay fair market value. Once the CCSD pays the amount listed in the judgment, the judge will enter a final order of condemnation. The CCSD will record the final order with the County Recorder, and title to the property will then pass to the CCSD.

- **Am I entitled to interest?**

Anyone receiving compensation in an eminent domain action is generally entitled to interest on that compensation from the date the condemning agency takes possession of the property until the person receiving the compensation has been fully paid. The rate and calculation of the interest is determined under formulas in State law.

- **Will the CCSD pay my attorneys' fees and costs.**

In an eminent domain action, you are entitled to be reimbursed by the condemning agency for your court costs such as court filing fees. In some circumstances, you may also be entitled to be reimbursed by the condemning agency for your attorneys' fees in the lawsuit. Whether you will be entitled to receive reimbursement for your attorneys' fees will depend on the particular facts and circumstances of the case and the offers and demand for compensation made in the action.

- **Will I receive assistance with relocation?**

Any person, business, or farm operation displaced as a result of the property acquisition is typically entitled to relocation advisory and financial assistance for eligible relocation expenses, such as moving expenses. The amount of relocation compensation is determined on a case-by-case basis in accordance with prescribed law. Relocation benefits are handled separate and apart from the determination of the property's fair market value and are not part of the eminent domain process.

III. Contact Information

We are available to answer your questions and to assist you in understanding the acquisition program and the eminent domain process. Should you desire further

information, please contact the Matthew McElhenie, General Manager of CCSD at mmcelhenie@cambriacsd.org or (805) 927-6230 and (805) 503-0466.

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Cambria Community Services District
Attn: District Clerk
PO Box 65
Cambria, CA 93428

(NO RECORDING FEE – EXEMPT – PUBLIC AGENCY)

**AGREEMENT FOR USE OF WELL SR4 AT COAST UNION HIGH SCHOOL
AND GRANT OF RELATED EASEMENTS**

This Agreement For Use of Well SR4 at Coast Union High School, (the "Agreement") is made and entered into in the County of San Luis Obispo, State of California, on September 27, 2012, by and between the CAMBRIA COMMUNITY SERVICES DISTRICT, a political corporation of the State of California, hereinafter referred to as "CCSD," and COAST UNIFIED SCHOOL' DISTRICT, hereinafter referred to as "CUSD" collectively "the Parties."

RECITALS

This Agreement is entered into on the basis of the following facts, understandings, and intentions of the Parties:

A. On December 14, 2000 CCSD and CUSD entered into an Agreement for Alternative Point of Water Diversion at Coast Union High School (the "Prior Agreement"),

B. The purpose of the Prior Agreement was to provide an alternative location, upgradient from CCSD's Santa Rosa Creek wells, so that CCSD can appropriate water from the Santa Rosa Creek underflow in accordance with the permit issued by the California State Water Resource Control Board ("CSWRCB"), in a maximum amount not to exceed 518 acre-feet per calendar year;

C. Pursuant to the Prior Agreement, Well SR4 was installed on the area adjacent to the athletic fields of Coast Union High School (the "Site"), owned by CUSD and located at 2950 Santa Rosa Creek Road, Cambria, California;

D. Well SR4 provides a critical domestic water source for the community of Cambria, including for drinking, firefighting and other purposes;

E. Given the importance of Well SR4 as a domestic water source for drinking, firefighting and other purposes, CCSD and CSUD desire to enter into a new Agreement in order to continue to provide this critical resource to the citizens of Cambria in order to protect life, health, property and the provision of essential public services;

F. The Prior Agreement has been extended twice, and while the second extension technically expired on June 30th 2012, the parties have been actively negotiating in good faith to enter into a new agreement and intend that this Agreement shall be deemed to have been in full force and effect since the expiration of such

extension in order to address any issues regarding a potential gap between the expiration and the approval of this Agreement

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants, conditions, promises and agreements contained herein, CCSD and CUSD mutually agree as follows:

TERMS AND CONDITIONS

1. Recitals. The recitals set forth above are true and correct and incorporated herein by this reference.
2. Scope of Agreement.
 - (a) CUSD hereby agrees to allow CCSD to perform the acts necessary to continue to utilize Well SR4 on the Site, which acts are described generally as follows:
 - (i) Operation of Well SR4 and prompt repair and maintenance of said well;
 - (ii) Operation of the water treatment plant ("Treatment Plant") to treat water extracted from Well SR4 for iron and manganese and disinfect the water to meet all other requirements of the Department of Health Services, and prompt repair and maintenance of said Treatment Plant;
 - (iii) Prompt repair and maintenance of water pipelines connecting Well SR4 to the Treatment Plant;
 - (iv) Operation, prompt repair and maintenance of water pipelines connecting the Treatment Plant to CCSD's water distribution system;
 - (vi) Use, prompt repair and maintenance of the existing roadway for access between the maintenance yard on the Site and the Treatment Plant, as set forth in Section IV of the Project Description;
 - (vii) Use of any existing roadways for access between Santa Rosa Creek Road and the maintenance yard on the Site, which roadways have been designated by CUSD for use by CCSD; and
 - (viii) Use, prompt repair and maintenance of a roadway for access between the Treatment Plant and Well SR4.
 - (b) CUSD hereby agrees to renew the easements previously granted to CCSD in the Prior Agreement for access to and use of the water from Well SR4 and to renew the grant of all secondary easements necessary for the use and enjoyment of said Well SR4, as further set forth in Exhibit "A", which Exhibit is attached hereto and made part of this Agreement as if fully set forth herein.
3. Primary Water Supply Source; Joint Use of Wells; Limitation on Easement
 - (a) Coast Union High School's ("CUHS") irrigation well, located on the Site and designated as well 23R-2 (27S. 8E. 23R-2; "Well 23R-2"), is CUHS's primary water supply source, *i.e.*, the source from which CUHS will always initially extract

water for its irrigation needs. Likewise, Well SR4, which is being operated and maintained pursuant to this Agreement, is CCSD's primary Santa Rosa Creek water supply source, *i.e.*, the source from which CCSD will always initially extract water for its Santa Rosa Creek water supply needs.

(b) CUSD and CCSD hereby agree that in the case of a short-term area wide emergency situation (*i.e.*, natural disaster, wildfire) or if either CUHS or CCSD's well and/or related equipment function improperly so that water cannot be extracted from such well, the affected entity shall contact and consult the other entity for permission to extract water from that entity's primary water supply source, subject to the limitations set forth in Paragraph 4 below.

4. Limitation on Extraction of Water. CCSD's use of water from Well SR4 and from Well 23R-2 is subject to the following limitations:

(a) CCSD has installed and shall continue to maintain a meter on Well SR4 to measure the amount of water taken from Well SR4. CUSD shall have access to Well SR4 for the purposes of inspecting the meter on that well.

(b) CCSD shall monitor the level of water in Well SR4 and Well 23R-2 on a semi-monthly basis, maintain records of that monitoring and provide CUSD with copies of such monitoring records.

(c) Should the level of water in Well 23R-2 measure 10 feet above sea level or less, CCSD will notify CUSD immediately and initiate communications with CUSD to discuss limiting or ceasing CCSD's pumping from Well SR4 or, if applicable, Well 23R-2. In addition, CCSD will begin daily monitoring of the water levels of both Well SR4 and Well 23R-2 and provide CUSD with copies of the monitoring records.

(d) Should the level in Well 23R-2 measure sea level (0 feet) after being shut down for a period of two (2) hours, or should air be pumped from Well 23R-2, CCSD will cease pumping from Well SR4 immediately. Should the water level in Well 23R-2 return to 10 feet above sea level, CCSD may resume operation of Well SR4 under the limitations stated in subsections (c) and (d) of this Paragraph.

5. Term of Agreement; Responsibilities upon Expiration of Agreement.

This Agreement shall be effective from the date of execution of this Agreement until September 27, 2022. If the Parties do not renew or extend this Agreement, CCSD shall cease use of Well SR4 and all associated water pipelines and, at its sole expense, shall remove the Treatment Plant and restore the surface area to its previous condition prior to use by CCSD. If the parties do not enter into any such renewal or extension, CUSD may use Well SR4 and all associated water pipelines in any manner CUSD considers appropriate, provided, however, that CUSD agrees to indemnify and hold harmless CCSD from any and all claims related to such use and assume all liability of whatever nature that arise from its use of the well and pipelines.

The parties intend that this Agreement shall be deemed to have been in full force and effect for any and all purposes since the expiration of the extensions of the Prior

Agreement.

6. Compensation.

CCSD hereby agrees to compensate CUSD as follows:

The CCSD's initial annual payment to the CUSD under this Agreement shall be the sum of Thirty Four Thousand Five Hundred and Ninety-Two Dollars (\$34,592), which includes the easement for access and use of water from Well SR4 and the secondary easements for access to the Site for operation, maintenance and repair of the improvements. This sum shall be increased annually based upon the average of the San Francisco MSA CPI and the Los Angeles MSA CPI, however, the annual CPI increase shall not exceed four percent (4%). CCSD shall deliver payment to CUSD no later than July 15 of each year.

CCSD also agrees to provide CUSD the following additional services:

- (1) CCSD agrees to provide CUSD with the use of non-potable water at the Santa Lucia Middle School in Cambria, California for the athletic fields without charge. If the withdrawal of said non-potable water has a direct impact on the gradient requirements regarding the CCSD'S Wastewater Discharge Ponds and the San Simeon Potable Water Well Field, CCSD will cease providing the CUSD with non-potable water until the gradient between the Wastewater Discharge Ponds and the San Simeon Potable Well Fields return to a manageable level.
- (2) CCSD agrees to conduct a water audit for CUSD in order to assist in determining manners in which to conserve CUSD water, and agrees to assist CUSD with the replacement of equipment as detailed in a separate agreement between the parties.

7. Default/Dispute Resolution.

In the event of default by either party to this Agreement in the performance of any of the terms, covenants and conditions herein, the nondefaulting party shall give written notice to the defaulting party of such default. In the event that the defaulting party does not commence or complete the actions necessary to cure such default within thirty (30) days after such notice is postmarked or personally served on the defaulting party, the Parties shall meet together, face to face, to discuss any issues regarding the default. If, in the opinion of the non-defaulting party, the default is not cured within sixty (60) days after written notice of such default is postmarked or personally served on the defaulting party, the Parties shall submit the dispute to a mediator. The Parties shall select a mediator from the list of certified civil mediators who are located in San Luis Obispo County. If the Parties cannot agree on a mediator, mediation shall be waived. After selection of the mediator, a mediation conference shall be scheduled as soon thereafter as possible and both parties shall fully and completely present their positions at mediation and shall mediate in good faith. All of the rules applicable to court ordered mediation shall apply to the mediation.

8. Maintenance and Repairs.

CCSD hereby agrees to maintain all improvements in good condition and to repair such improvements as necessary, including emergency repairs of equipment.

9. Indemnification.

CCSD hereby agrees to indemnify, defend, assume all liability for and hold harmless CUSD and its officers, employees, agents and representatives from all actions, claims, penalties, obligations, liabilities, damages, judgments, personal injuries, costs or expenses, in any manner arising out of this Agreement or the performance or attempted performance of the provisions hereof, including but not limited to any act or omission on the part of CCSD or its officers, employees, agents or representatives, except to the extent attributable to the negligence or willful misconduct of CUSD or its officers, employees, agents or representatives.

10. Nonassignability.

The Parties shall not permit any right or privilege granted under this Agreement to be exercised by another, nor shall this Agreement or any right or privilege granted there under be in whole or in part sold, transferred, leased, assigned, disposed of or alienated. Any purported assignment of this Agreement or any interest in this Agreement shall be void and of no effect.

11. Inspection.

CUSD and its representatives, employees, agents or independent contractors may enter and inspect the Site or any portion thereof or any improvements constructed, maintained, or operated pursuant to this Agreement at any time to verify CCSD's compliance with the terms and conditions of this Agreement.

12. Integration.

This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof and all prior and contemporaneous discussions and negotiations have been and are merged and integrated into, and are superseded by, this Agreement. Thus, no covenants, agreements, representations, or warranties of any kind whatsoever, whether express or implied in law or fact, have been made by any party hereto, except as specifically set forth in this Agreement.

13. Miscellaneous Terms.

The Parties hereto represent, warrant and agree as follows:

- (a) Each party has read the Agreement carefully, knows and understands the contents thereof, and has made such investigation of the facts pertaining to this Agreement and of all matters pertaining hereto as it deems necessary or desirable.
- (b) The terms of this Agreement are contractual, not a mere recital, and are the result of negotiations between the parties.
- (c) Each party agrees that such party will not take any action which would interfere with the performance of this Agreement by the other party hereto or which would adversely affect the rights provided for herein.
- (d) Whenever the context so requires, the singular number shall include the plural

number, and vice versa.

(e) Captions and paragraphs headings used herein are for convenience only. They are not a part of this Agreement and shall not be used in construing this Agreement.

14. Modifications.

No modification, amendment or waiver of any of the provisions contained in this Agreement, or any future representation, promise or condition in connection with the subject matter of this Agreement, shall be binding upon any party hereto unless made in writing and signed by such party.

15. Execution in Counterparts.

This Agreement may be executed and delivered in any number of counterparts or copies ("counterpart") by the parties hereto. When each party has signed and delivered at least one counterpart to the other party hereto, each counterpart shall be deemed an original and, taken together, shall constitute one and the same Agreement, which shall be binding and effective as to the parties hereto.

16. Authority to Execute.

Each party executing this Agreement further represents and warrants that the execution of this Agreement has been duly authorized by its board or governing body and that each has the full right and authority to enter into and perform this Agreement on behalf of the party for whom each has signed and the full right and authority to bind fully said party to the terms and obligations (including, without limitation, the representations and warranties set forth herein) of this Agreement.

17. Governing Law.


This Agreement shall be construed and enforced in accordance with the laws of the State of California where it is deemed to have been executed and delivered.

IN WITNESS WHEREOF, CAMBRIA COMMUNITY SERVICES DISTRICT and COAST UNIFIED SCHOOL DISTRICT have executed this Agreement on the day and year hereinabove set forth.

CAMBRIA COMMUNITY SERVICES DISTRICT

By _____
Jerome D. Gruber, General Manager

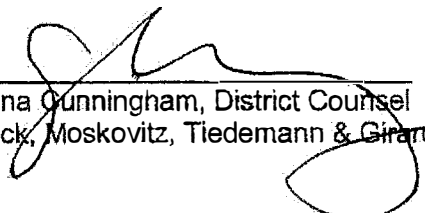
COAST UNIFIED SCHOOL DISTRICT

By 
Chris Adams, Superintendent

APPROVED AS TO FORM:


CAMBRIA COMMUNITY SERVICES DISTRICT

By _____
Timothy Carmel, District Counsel

By 
Shauna Cunningham, District Counsel
Kronick, Moskovitz, Tiedemann & Girard

By _____
Jerome D. Gruber, General Manager

COAST UNIFIED SCHOOL DISTRICT

By  _____
Chris Adams, Superintendent

APPROVED AS TO FORM:

CAMBRIA COMMUNITY SERVICES DISTRICT

By _____
Timothy Carmel, District Counsel

By _____
Shauna Cunningham, District Counsel
Kronick, Moskowitz, Tiedemann & Girard

EXHIBIT A

EASEMENT AGREEMENT

This Easement Agreement (the "Easement Agreement") is made and entered into in the County of San Luis Obispo, State of California, on September 27, 2012, by and between COAST UNIFIED SCHOOL DISTRICT, hereinafter referred to as "GRANTOR" or "CUSD," and CAMBRIA COMMUNITY SERVICES DISTRICT, a political corporation of the State of California, hereinafter referred to as "GRANTEE" or "CCSD," collectively, "the Parties."

RECITALS

- A. GRANTOR is the owner of certain real property situated in the Community of Cambria, County of San Luis Obispo, California (hereinafter referred to as the "Servient Tenement"), as generally described on Attachment 1, which is attached to this Easement Agreement and hereby incorporated by reference.
- B. GRANTEE desires to acquire certain rights in Servient Tenement.

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants, conditions, promises and agreements contained herein, the parties mutually agree as follows:

1. Character of Easement. The easement granted in this Easement Agreement is in gross.
2. Description of Easement. The easement granted in this Easement Agreement is an easement allowing CCSD to access and use the 518 acre-feet of unappropriated water per calendar year which it is entitled to appropriate from the Santa Rosa Creek underflow pursuant to its permit (Decision No. 1624) from the California State Water Resources Control Board ("CSWRCB"), the grant of CCSD's petition for Temporary Urgency Change in Point of Diversion by CSWRCB, and subject to the limitations of the "Agreement for Alternative Point of Water Diversion at Coast Union High School" (the Agreement") through the municipal water supply well designated as well SR4 ("Well SR4") and constructed pursuant to the Agreement, to which this Easement Agreement is attached as Exhibit B. Well SR4 is located on a portion of the Servient Tenement described in Attachment 2a and depicted in Attachment 2b, which are attached to this Easement Agreement and hereby incorporated by reference. This easement for access and use of water from Well SR4 is subject to the following limitations:

(a) CCSD shall install and maintain a meter on Well SR4 to measure the amount of water taken from Well SR4. CUSD shall have access to Well SR4 for the purposes of inspecting the meter on that well.

(b) CCSD shall monitor the level of water in Well SR4 and Coast Union High School's ("CUHS") irrigation well located on the Servient Tenement and designated as well 23R-2 (27S. 8E. 23R-2; "Well 23R-2") on a semi-monthly basis, maintain records of that monitoring and provide CUSD with copies of such monitoring records.

(c) Should the level of water in Well 23R-2 measure 10 feet above sea level or less, CCSD will notify CUSD immediately and initiate communications with CUSD to discuss limiting or ceasing pumping from Well SR4 or, if applicable, Well 23R-2. In addition, CCSD will begin daily monitoring of the water levels of both Well SR4 and Well 23R-2 and provide CUSD with copies of the monitoring records.

(d) Should the level in Well 23R-2 measure sea level (0 feet) after being shut down for a period of two (2) hours, or should air be pumped from Well 23R-2, CCSD will cease pumping from Well SR4 immediately. Should the water level in Well 23R-2 return to 10 feet above sea level, CCSD may resume operation of Well SR4 under the limitations stated in subsections (c) and (d) of this Paragraph.

3. Secondary Easements. The easement granted in this Easement Agreement also includes the incidental rights to use the Servient Tenement which are necessary for the use and enjoyment of the easement, provided that GRANTEE exercises such rights at GRANTEE's own cost and expense, and only in connection with the easement and only for as long as is necessary for the use and enjoyment of the easement. In exercising these rights, GRANTEE must use reasonable care and may not unreasonable increase the burden on the Servient Tenement. The incidental rights included as part of the easement granted in this Easement Agreement are as follows:

(a) Drilling of Well SR4 and operation, repair and maintenance of said well, located on a portion of the Servient Tenement described in Attachment 2a and depicted in Attachment 2b.

(b) Construction of water treatment plant ("Treatment Plant") to treat water extracted from Well SR4 for iron and manganese and to meet all other requirements of the Department of Health services, and operation, repair and maintenance of said Treatment Plant, located on a portion of the Servient Tenement described in Attachment 3a and depicted in

Attachment 3b, which are attached to this Easement Agreement and hereby incorporated by reference.

- (c) Installation of underground water pipelines and electrical conduits and wires between Well SR4 and the Treatment Plant, and operation, repair and maintenance of said pipelines, located on a portion of the Servient Tenement described in Attachment 4a and depicted in Attachment 4b, which are attached to this Easement Agreement and hereby incorporated by reference.
- (d) Installation of underground water pipelines between the Treatment Plant and GRANTEE's water main located along Santa Rosa Creek Road, and operation, repair and maintenance of said pipelines, located on a portion of the Servient Tenement described in Attachment 5a and depicted in Attachment 5b, which are attached to this Easement Agreement and hereby incorporated by reference.
- (e) Installation of underground sewer pipeline connecting the existing sewage disposal system of Leffingwell Continuation High School, located at 2820 Santa Rosa Creek Road, to GRANTEE's sewer main located along Santa Rosa Creek Road, located on a portion of the Servient Tenement described in Attachment 6a and depicted in Attachment 6b, which are attached to this Easement Agreement and hereby incorporated by reference.
- (f) Resurfacing of the existing roadway for access between Coast Union High School's maintenance yard and the Treatment Plant, and use, repair and maintenance of said roadway, as set forth in Exhibit A, Section IV of the Agreement, and located on a portion of the Servient tenement described in Attachment 7a and depicted in Attachment 7b, which are attached to this Easement Agreement and hereby incorporated by reference.
- (g) Use of any existing roadways for access between Santa Rosa Creek Road and Coast Union High School's maintenance yard, which roadways have been designated by GRANTOR for use by GRANTEE, and located on the Servient Tenement.
- (h) Use, repair and maintenance of a roadway for access between the Treatment Plant and Well SR4, located on a portion of the Servient Tenement described in Attachment 8a and depicted in Attachment 8b, which are attached to this Easement Agreement and hereby incorporated by reference.

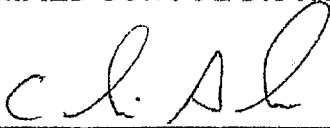
4. Access to Servient Tenement. GRANTEE agrees that its access to the Servient Tenement shall be limited to the location of the easement and secondary easements as provided in Paragraphs 2 and 3 of this Easement Agreement, except in emergency circumstances upon notification to and approval by GRANTOR, whose approval shall not be unreasonably withheld.
5. Term of Easement. The term of the easements granted in this Easement Agreement shall coincide with the term of the Agreement for use of Well SR4 at Coast Union High School and Easements between the GRANTOR and GRANTEE.
6. Exclusive Easement. GRANTEE's use of the easement for access and use of the water granted in this Easement Agreement shall be exclusive, except as otherwise set forth herein. GRANTOR shall not grant or assign to others any right to access and use water through Well SR4 during the term of the Agreement. GRANTOR retains the right to use the Servient Tenement in any manner that is consistent with GRANTEE's use and enjoyment of the easement and as otherwise set forth herein.
7. Nonassignability. This Easement Agreement shall not be assigned. Any purported assignment of this Easement Agreement or of any interest in this Easement Agreement shall be void and of no effect.
8. Binding Effect. This Easement Agreement shall be binding upon and inure to the benefit of GRANTOR and GRANTEE and their respective heirs, legal representatives and successors.

IN WITNESS WHEREOF, CAMBRIA COMMUNITY SERVICES DISTRICT and COAST UNIFIED SCHOOL DISTRICT have executed this Easement Agreement on the day and year hereinabove set forth.

CAMBRIA COMMUNITY SERVICES DISTRICT

By _____
Jerome D. Gruber, General Manager

COAST UNIFIED SCHOOL DISTRICT

By  _____
Chris Adams, Superintendent

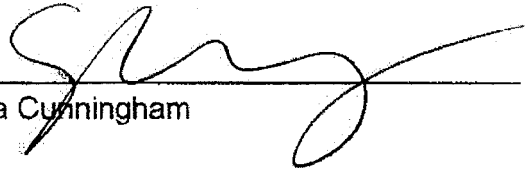
APPROVED AS TO FORM:

CAMBRIA COMMUNITY SERVICES DISTRICT

By _____
Timothy J. Carmel, District Counsel

COAST UNIFIED SCHOOL DISTRICT

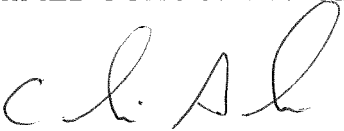
Kronick, Moskovitz, Tiedemann & Girard, District Counsel

By  _____
Shauna Cunningham

CAMBRIA COMMUNITY SERVICES DISTRICT

By _____
Jerome D. Gruber, General Manager

COAST UNIFIED SCHOOL DISTRICT

By  _____
Chris Adams, Superintendent

APPROVED AS TO FORM:

CAMBRIA COMMUNITY SERVICES DISTRICT

By _____
Timothy J. Carmel, District Counsel

COAST UNIFIED SCHOOL DISTRICT

Kronick, Moskovitz, Tiedemann & Girard, District Counsel

By _____
Shauna Cunningham

ATTACHMENT 1

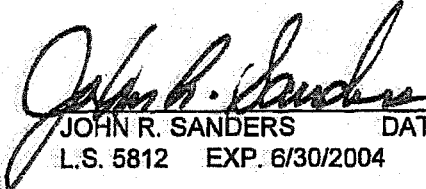
Property commonly known as 2950 Santa Rosa Creek Road, Cambria, CA 93428.

ATTACHMENT 2a
LEGAL DESCRIPTION

BEING A PORTION OF SECTIONS 23 AND 24, TOWNSHIP 27 SOUTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA AS DESCRIBED IN THE DEED RECORDED NOVEMBER 4, 1997, AS DOCUMENT 1997-062812 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

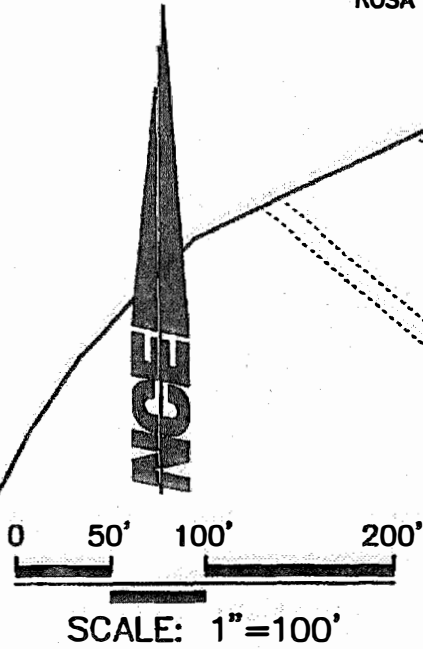
COMMENCING AT THE SOUTHWESTERLY FENCE CORNER OF THE FENCE AROUND THE FOOTBALL FIELD (THE WESTERLY LINE OF SAID FENCE BEING THE BASIS OF BEARING FOR THIS DESCRIPTION); THENCE SOUTH 45°42'18" EAST, 335.72 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 63°00'00" EAST, 20.00 FEET; THENCE NORTH 27°00'00" EAST, 20.00 FEET; THENCE NORTH 63°00'00" WEST, 20.00 FEET; THENCE SOUTH 27°00'00" WEST, 20.00 FEET TO THE POINT OF BEGINNING.

SEE ATTACHMENT 2b ATTACHED HERETO AND MADE A PART HEREOF.


JOHN R. SANDERS DATE 11-21-00
L.S. 5812 EXP. 6/30/2004



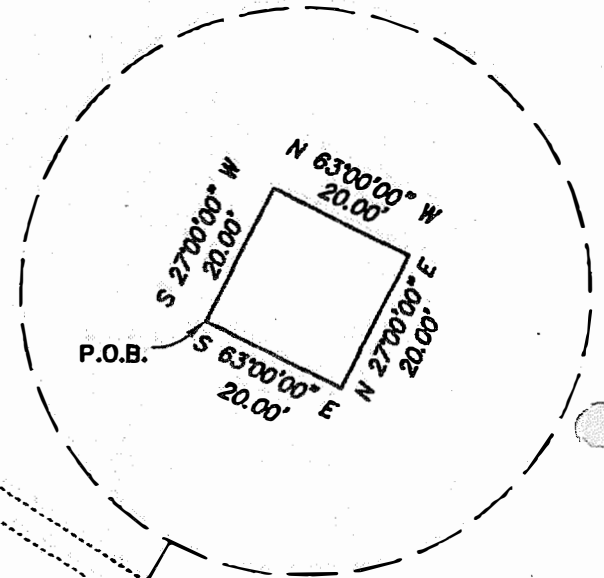
SOUTH LINE SANTA
ROSA CREEK ROAD



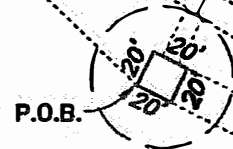
"BASIS OF BEARINGS"
N 23°38'42" W 189.46'
(FENCE CORNER TO FENCE CORNER)

FOOTBALL
FIELD

P.O.C. (FENCE CORNER)



S 45°42'18" E
335.72'



© SANTA ROSA CREEK
PER DOC. 1997-062812

J: \00152\DWG\DEEDS\EXHIBIT 2b

ATTACHMENT 2b

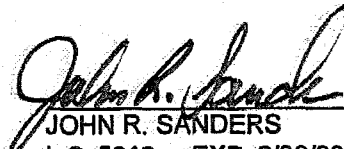
NCE NORTH COAST ENGINEERING INC.
725 Creston Rd Suite B, Paso Robles, 239-3127

ATTACHMENT 3a
LEGAL DESCRIPTION

BEING A PORTION OF SECTIONS 23 AND 24, TOWNSHIP 27 SOUTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA AS DESCRIBED IN THE DEED RECORDED NOVEMBER 4, 1997, AS DOCUMENT 1997-062812 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY FENCE CORNER OF THE FENCE AROUND THE FOOTBALL FIELD (THE WESTERLY LINE OF SAID FENCE BEING THE BASIS OF BEARING FOR THIS DESCRIPTION); THENCE SOUTH 54°44'23" EAST, 389.20 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 63°00'00" EAST, 108.05 FEET; THENCE SOUTH 27°00'00" WEST, 48.96 FEET; THENCE NORTH 63°00'00" WEST, 108.05 FEET; THENCE NORTH 27°00'00" EAST, 48.96 FEET TO THE POINT OF BEGINNING.

SEE ATTACHMENT 3b ATTACHED HERETO AND MADE A PART HEREOF.



JOHN R. SANDERS DATE 11-21-00
L.S. 5812 EXP. 6/30/2004



SOUTH LINE SANTA ROSA CREEK ROAD

"BASIS OF BEARINGS"
N 23°38'42" W 189.46'
(FENCE CORNER TO FENCE CORNER)

FOOTBALL FIELD

P.O.C. (FENCE CORNER)



SCALE: 1"=100'

CL. SANTA ROSA CREEK
PER DOC. 1997-062812

S 54°44'23" E 389.20'

N 27°00'00" E
48.96'

P.O.B.

S 63°00'00" E
108.05'

N 63°00'00" W
108.05'

S 27°00'00" W
48.96'

ATTACHMENT 3b

J:\00132\DWG\DEEDS\EXHIBIT 3b

NCE NORTH COAST ENGINEERING INC.
725 Creston Rd Suite B, Paso Robles, 239-3127

ATTACHMENT 4a
LEGAL DESCRIPTION

BEING A PORTION OF SECTIONS 23 AND 24, TOWNSHIP 27 SOUTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA AS DESCRIBED IN THE DEED RECORDED NOVEMBER 4, 1997, AS DOCUMENT 1997-062812 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY FENCE CORNER OF THE FENCE AROUND THE FOOTBALL FIELD (THE WESTERLY LINE OF SAID FENCE BEING THE BASIS OF BEARING FOR THIS DESCRIPTION); THENCE SOUTH 49°13'32" EAST, 335.18 FEET **TO THE POINT OF BEGINNING**; THENCE SOUTH 63°00'00" EAST, 10.00 FEET; THENCE NORTH 27°00'00" EAST, 27.88 FEET; THENCE NORTH 57°23'42" WEST, 10.05 FEET; THENCE SOUTH 27°00'00" WEST, 28.86 FEET **TO THE POINT OF BEGINNING.**

SEE ATTACHMENT 4b ATTACHED HERETO AND MADE A PART HEREOF.

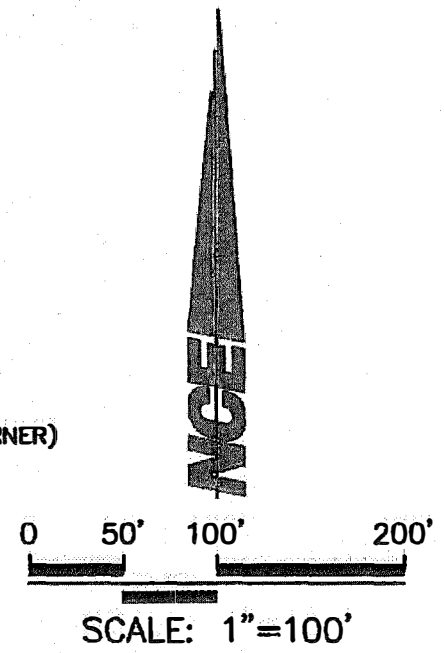
JOHN R. SANDERS DATE
L.S. 5812 EXP. 6/30/2004

SOUTH LINE SANTA ROSA CREEK ROAD

"BASIS OF BEARINGS"
N 23°38'42" W 189.46'
(FENCE CORNER TO FENCE CORNER)

FOOTBALL FIELD

P.O.C. (FENCE CORNER)



Q SANTA ROSA CREEK
PER DOC. 1997-062812

S 49°13'32" E 335.78

S 27°00'00" W 28.86'
 N 57°23'42" W 10.05'
 N 27°00'00" E 27.88'
 P.O.B.
 S 63°00'00" E 10.00'

J:\00132\DWG\DEEDS\EXHIBIT 4b

ATTACHMENT 4b

NCE NORTH COAST ENGINEERING INC.
 725 Creston Rd Suite B, Paso Robles, 239-3127


ATTACHMENT 5a
LEGAL DESCRIPTION

BEING A PORTION OF SECTIONS 23 AND 24, TOWNSHIP 27 SOUTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA AS DESCRIBED IN THE DEED RECORDED NOVEMBER 4, 1997, AS DOCUMENT 1997-062812 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AN EASEMENT 15 FEET IN WIDTH, LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWESTERLY FENCE CORNER OF THE FENCE AROUND THE FOOTBALL FIELD (THE WESTERLY LINE OF SAID FENCE BEING THE BASIS OF BEARING FOR THIS DESCRIPTION); THENCE SOUTH 56°14'02" EAST, 474.64 FEET TO THE POINT OF BEGINNING; THENCE NORTH 63°00'00" WEST, 95.13 FEET; THENCE NORTH 57°23'42" WEST, 378.57 FEET; THENCE, NORTH 23°38'42" WEST, 226.86 FEET; THENCE NORTH 46°08'42" WEST, 49.04 FEET; THENCE NORTH 68°38'42" WEST, 46.19 FEET MORE OR LESS TO A POINT ON THE SOUTHERLY LINE OF SANTA ROSA CREEK ROAD AND THE TERMINUS OF THIS DESCRIPTION.

SEE ATTACHMENT 5b ATTACHED HERETO AND MADE A PART HEREOF.


JOHN R. SANDERS DATE
L.S. 5812 EXP. 6/30/2004



NCE

SOUTH LINE SANTA ROSA CREEK ROAD



SCALE: 1"=100'

N 68°38'42" W 46.19'±
N 45°08'42" W 49.04'
SWLY LINE 15' WIDE WATER LINE & ELECTRICAL EASEMENT
FOOTBALL FIELD

"BASIS OF BEARINGS"
N 23°38'42" W 189.46'
(FENCE CORNER TO FENCE CORNER)

N 23°38'42" W
229.86'

P.O.C. (FENCE CORNER)

Q SANTA ROSA CREEK
PER DOC. 1997-062812

S 56°14'02" E 474.64'
N 57°23'42" W 378.57'

N 63°00'00" W 95.13'
P.O.B.

ATTACHMENT 5b

NCE NORTH COAST ENGINEERING INC.
725 Creston Rd Suite B, Paso Robles, 239-3127

J:\00132\DWG\DEEDS\EXHIBIT 5b

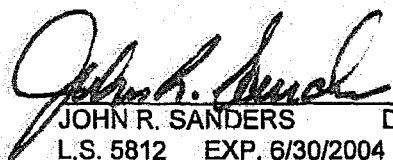
ATTACHMENT 6a
LEGAL DESCRIPTION

BEING A PORTION OF SECTIONS 23 AND 24, TOWNSHIP 27 SOUTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA AS DESCRIBED IN THE DEED RECORDED NOVEMBER 4, 1997, AS DOCUMENT 1997-062812 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AN EASEMENT 10 FEET IN WIDTH, LYING 5 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWESTERLY FENCE CORNER OF THE FENCE AROUND THE FOOTBALL FIELD (THE WESTERLY LINE OF SAID FENCE BEING THE BASIS OF BEARING FOR THIS DESCRIPTION); THENCE NORTH 61°35'39" WEST, 157.15 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 5°19'15" WEST, 38.26 FEET; THENCE NORTH 50°01'22" WEST, 145.64 FEET MORE OR LESS TO A POINT ON THE SOUTHERLY LINE OF SANTA ROSA CREEK ROAD AND THE TERMINUS OF THIS DESCRIPTION.

SEE ATTACHMENT 6b ATTACHED HERETO AND MADE A PART HEREOF.

 11-21-00
JOHN R. SANDERS DATE
L.S. 5812 EXP. 6/30/2004



SOUTH LINE SANTA
ROSA CREEK ROAD

± 10' WIDE SEWER
EASEMENT

N 50°01'22" W
145.64 ±

N 05°19'15" W
38.26'

"BASIS OF BEARINGS"
N 23°38'42" W 189.46'
(FENCE CORNER TO FENCE CORNER)

FOOTBALL
FIELD

5'

5'

P.O.B.

N 61°35'39" W
157.15'

P.D.C. (FENCE CORNER)

± SANTA ROSA CREEK
PER DOC. 1997-062812



SCALE: 1" = 100'

NCE

ATTACHMENT 6b

NCE NORTH COAST ENGINEERING INC.
725 Creston Rd Suite B, Paso Robles, 239-3127

J:\00132\DWG\PEEDS\EXHIBIT 6b

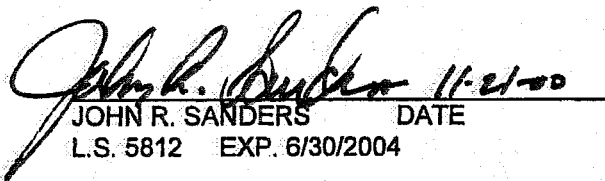
ATTACHMENT 7a
LEGAL DESCRIPTION

BEING A PORTION OF SECTIONS 23 AND 24, TOWNSHIP 27 SOUTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA AS DESCRIBED IN THE DEED RECORDED NOVEMBER 4, 1997, AS DOCUMENT 1997-062812 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

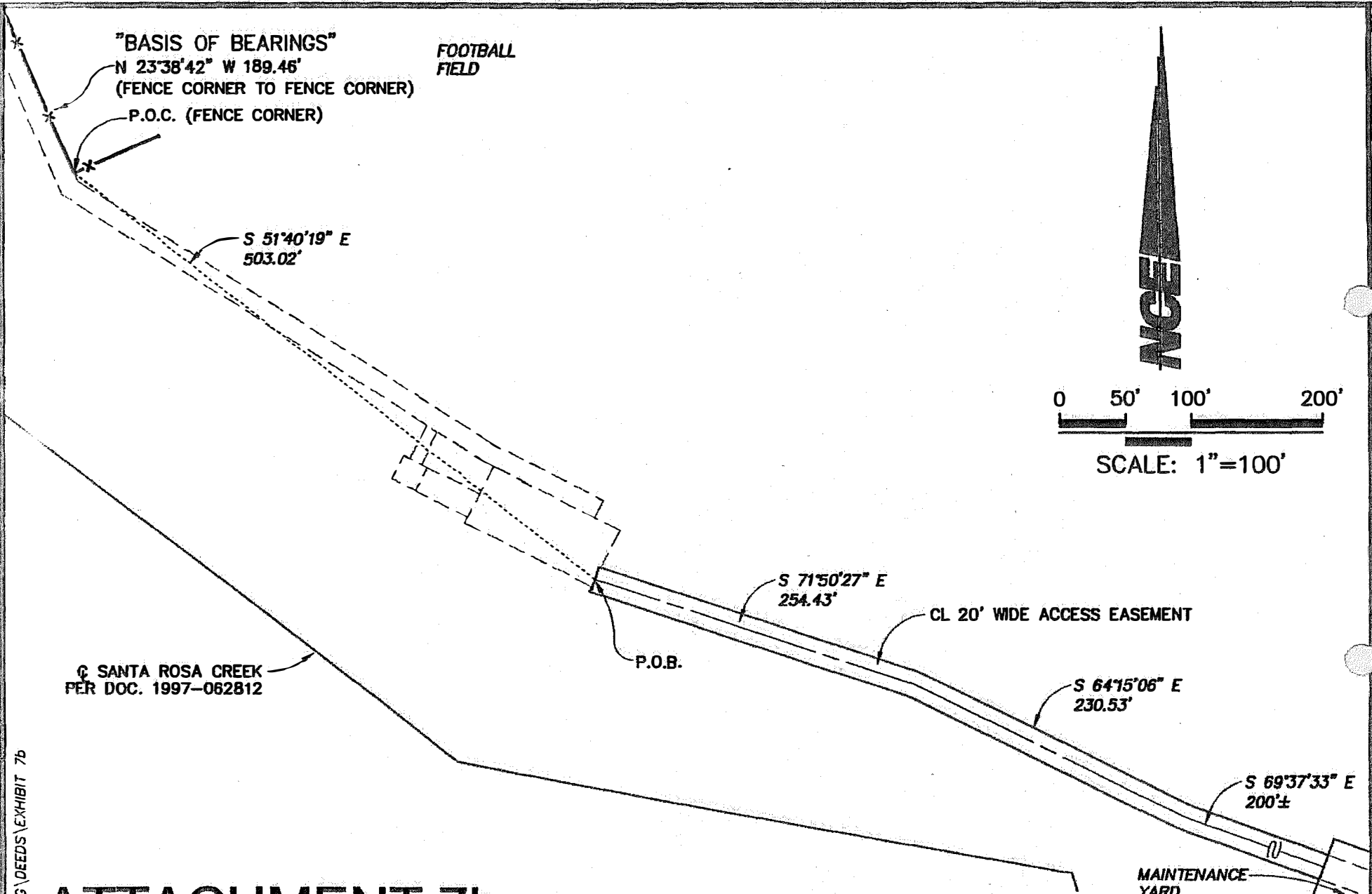
AN EASEMENT 20 FEET IN WIDTH, LYING 10 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWESTERLY FENCE CORNER OF THE FENCE AROUND THE FOOTBALL FIELD (THE WESTERLY LINE OF SAID FENCE BEING THE BASIS OF BEARING FOR THIS DESCRIPTION); THENCE SOUTH 51°40'19" EAST, 503.02 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE EXISTING GRAVEL ROAD SOUTH 71°50'27" EAST, 254.43 FEET; THENCE SOUTH 64°15'06" EAST, 230.53 FEET; THENCE SOUTH 69°37'33" EAST, 200 FEET, MORE OR LESS TO THE EXISTING MAINTENANCE YARD AND THE TERMINUS OF THIS DESCRIPTION.

SEE ATTACHMENT 7b ATTACHED HERETO AND MADE A PART HEREOF.


JOHN R. SANDERS DATE
L.S. 5812 EXP. 6/30/2004





ATTACHMENT 7b

NCE NORTH COAST ENGINEERING INC.
 725 Creston Rd Suite B, Paso Robles, 239-3127

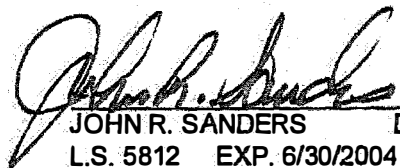
J:\00132\DWG\DEEDS\EXHIBIT 7b

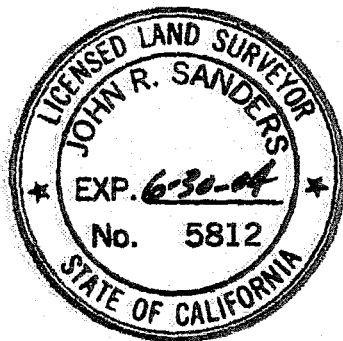
ATTACHMENT 8a
LEGAL DESCRIPTION

BEING A PORTION OF SECTIONS 23 AND 24, TOWNSHIP 27 SOUTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA AS DESCRIBED IN THE DEED RECORDED NOVEMBER 4, 1997, AS DOCUMENT 1997-062812 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY FENCE CORNER OF THE FENCE AROUND THE FOOTBALL FIELD (THE WESTERLY LINE OF SAID FENCE BEING THE BASIS OF BEARING FOR THIS DESCRIPTION); THENCE SOUTH 46° 39' 54" EAST, 354.87 FEET TO **THE POINT OF BEGINNING**; THENCE SOUTH 63° 00' 00" EAST, 44.62 FEET; THENCE NORTH 27° 00' 00" EAST, 20.00 FEET; THENCE NORTH 63° 00' 00" WEST, 44.62 FEET; THENCE SOUTH 27° 00' 00" WEST; 20.00 FEET TO **THE POINT OF BEGINNING**.

SEE ATTACHMENT 8b ATTACHED HERETO AND MADE A PART HEREOF.

 11-21-00
JOHN R. SANDERS DATE
L.S. 5812 EXP. 6/30/2004

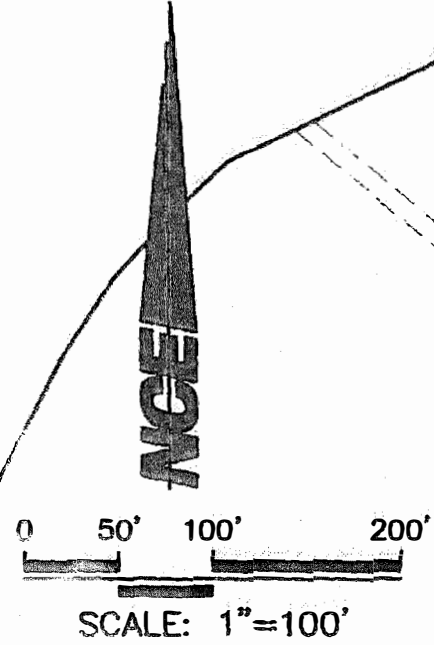
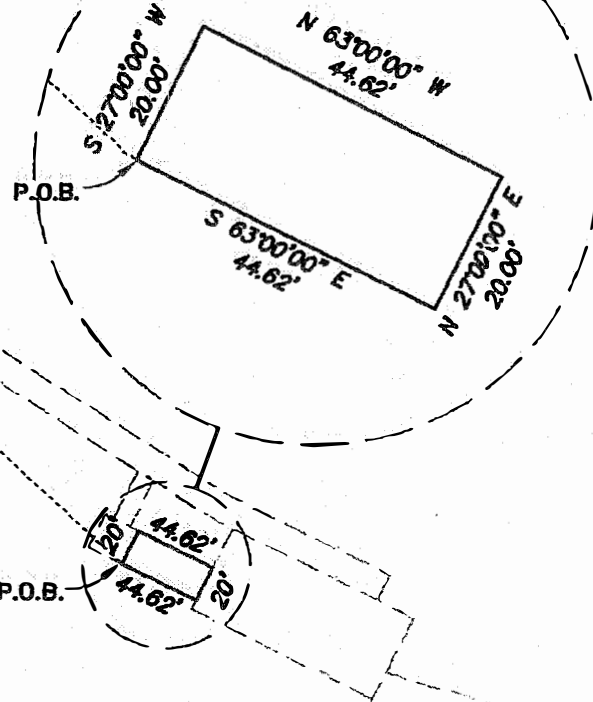


SOUTH LINE SANTA
ROSA CREEK ROAD

"BASIS OF BEARINGS"
N 23°38'42" W 189.46'
(FENCE CORNER TO FENCE CORNER)

FOOTBALL
FIELD

P.O.C. (FENCE CORNER)



© SANTA ROSA CREEK
PER DOC. 1997-062812

ATTACHMENT 8b

NCE NORTH COAST ENGINEERING INC.
725 Creston Rd Suite B, Paso Robles, 239-3127

AMENDMENT TO AGREEMENT FOR USE OF WELL SR4 AT COAST UNION HIGH SCHOOL AND GRANT OF RELATED EASEMENTS March- Sept. 2023

This Amendment to Agreement for Use of Well SR4 at Coast Union High School and Related Easements ("Amendment") by and between the **CAMBRIA COMMUNITY SERVICES DISTRICT** ("CCSD") and **COAST UNIFIED SCHOOL DISTRICT** ("CUSD"), is made and entered into this 9th day of March 2023.

WHEREAS, the parties entered into an Agreement for Use of Well SR4 at Coast Union High School and Related Easements dated September 27, 2012 (the "Agreement") for a ten (10) year term; and

WHEREAS, the parties desire to amend the Agreement to extend the term as set forth herein.

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

1. The Agreement shall be in effect until September 30, 2023, unless sooner terminated pursuant to the provisions thereof.
2. The compensation due under Section 6 of the Agreement shall be prorated for the six-month extension term. CUSD will submit an invoice to CCSD by September 30, 2023, and CCSD shall remit payment within thirty (30) days of receipt of same.
3. Except as modified herein, all other terms and conditions set forth in the Agreement, as amended, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, **CCSD** and **CUSD** have executed this Amendment the day and year first above written.

CAMBRIA COMMUNITY SERVICES DISTRICT:



Ray Dienzo, Interim General Manager

COAST UNIFIED SCHOOL DISTRICT:



Scott Smith, Superintendent



COAST UNIFIED SCHOOL DISTRICT
1350 Main Street • Cambria, California 93428
Tel 805-927-3880 • Fax 805-927-7105

August 30, 2023

Via email only at mmcelhenie@cambriacsd.org

Matthew McElhenie, General Manager
Cambria Community Services District
PO Box 65
Cambria, CA 93428

Re: SR4 Well Lease Extension Proposal - Coast Union High School

Mr. McElhenie,

In the Coast Community Services District's letter of July 6, 2023, the CCSD extended three counterproposals to the Coast Unified School District ("District") for renewal of the Well Lease Agreement, as follows verbatim:

- Option 1: Extend the agreement for ten years at the current rate of \$46,000 per year.
- Option 2: Extend the existing agreement at the current annual year of \$46,000 for one year to continue negotiations.
- Option 3: Consider the sale of the easements to the CCSD.

See attached July 6, 2023, letter as Exhibit 1.

Our Board considered the CCSD's counterproposals for renewal of the Agreement as set forth in the CCSD's July 6 letter, and at the August 10, 2023, school board meeting, approved and authorized extending the agreement for ten years at the rate of \$46,686—acceptance of CCSD's Option 1.¹ The Board agreed to CCSD's Option 1 terms for renewal of the Agreement in the spirit of positive collaboration with the CCSD despite the fact that the Board felt that there was more than adequate justification for the minimal annual rent increase it had previously requested.² Accordingly, we were stunned to receive your letter of August 16, 2023 (attached as Exhibit 2), wherein CCSD essentially rejects its own proposal – Option 1 from July 6, and wherein it is provided that CCSD now takes issue with the Consumer Price Index ("CPI") increase in the annual compensation payable to the District under the Agreement. As set forth in footnote 1 below, the CPI increase provision at paragraph 6 has been an included standard provision since the original Agreement dated 2000, through the 2012 Agreement, and all addenda, and both parties to the Agreement have agreed that this modest CPI annual increase is appropriate.

¹ The \$686 represents the calculated CPI index adjustment for the relevant time period. See original and existing agreement terms at paragraph 6, providing that the rental sum under the Agreement "shall be increased annually based upon the average of the San Francisco MSA CPI and the Los Angeles MSA CPI, however, the annual CPI increase shall not exceed 4%."

² Among other things, under the California Education Code, rent for joint use leases must not be under fair market rental value for comparable property. Cal. Ed. Code section 17535.

In addition to rejecting the District's acceptance of CCSD's own July 6 counterproposal, and now suddenly demanding removal of the standard CPI increase, the CCSD continues to accuse the District of simply seeking to profit under the Agreement. This could not be further from the truth. The District has been a valuable community partner to the CCSD since the Agreement originated in 2000 when the District stepped up and came to the assistance of CCSD when it faced the MTBE plume contamination.

And, far from profiting, historically, the District has incurred additional costs under the Agreement often as a consequence of CCSD's lack of action to fulfill CCSD's obligations under the agreement. For example, pursuant to the 2012 Agreement (paragraph 6, subpart 1), CCSD agreed to provide the District with the use of non-potable water at the Santa Lucia Middle School in Cambria for the athletic fields without charge. However, CCSD failed to comply with that provision of the Agreement, and never provided the promised non-potable water free of charge to the District. This in part, led to CUSD incurring significant costs over the years to truck in irrigation water and ultimately build an Astro-turf soccer field at Santa Lucia Middle School. Further, pursuant to the 2000 Agreement, CCSD agreed to install screen planting outside of the perimeter fence around the water treatment plant to reduce the water plant's visibility from the Leffingwell High School campus. [Agreement – Attached as Exhibit 3 under Exhibit A at II E.] In June 2003, the District notified CCSD that the plants installed pursuant to the Agreement had died off and requested that the CCSD replant the area with more freeze-resistant plants [Per II E., the District was entitled to specify plant materials]. CCSD never did so, and accordingly there is no visual screen between the high school and the perimeter fence and water plant. If CCSD had fulfilled their obligation at that time, the screen plantings would be mature plants with a likely effective screening effect. The District has also had to remind the CCSD, at least once, that it was not to truck hazardous chemicals to the water plant while students were on campus. Despite the fact that CCSD failed to fulfill various obligations under the Agreement over the years as set forth above, the District never accused CCSD of breach of contract and was still willing to negotiate and collaborate in good faith. So, CCSD's insinuation that the District only wants to profit off of the CCSD is particularly ironic.

In sum, we reject the CCSD's efforts to renegotiate an extension of the Agreement after the Board approved an extension upon terms that CCSD itself requested. Pursuant to Recital M of the original Agreement, the establishment and use of the Alternative Point of Diversion under the Agreement was intended only as an interim measure until the MTBE plume was remediated. Given CCSD's rejection of the School District's approval of CCSD's own counterproposal from July 6, the District intends to let the Agreement expire on September 30, 2023, which will trigger CCSD's removal obligations under paragraph 5 of the 2012 Agreement. However, if CCSD chooses to approve the extension which was approved on August 10, 2023 by the CUSD Board of Trustees, we will be true to our word and honor that offer to continue our collaborative relationship. All further inquiries regarding this matter should be directed to our attorney Felicita Torres at torres@g-tlaw.com.

Sincerely,



Samuel Shalhoub, Board President
Coast Unified School District Board of Trustees

EXHIBIT 1

CAMBRIA COMMUNITY SERVICES DISTRICT

DIRECTORS:

KAREN DEAN, President
TOM GRAY, Vice President
HARRY FARMER, Director
DEBRA SCOTT, Director
MICHAEL THOMAS, Director



OFFICERS:

MATTHEW MCELHENIE, General Manager
TIMOTHY J. CARMEL, District Counsel

Physical address: 1316 Tamsen Street, Suite 201, Cambria CA 93428
Mailing address: P.O. Box 65 • Cambria CA 93428
Telephone (805) 927-6223 • Facsimile (805) 927-5584

July 6, 2023

Scott Smith
ssmith@coastalUSD.org
Samuel Shalhoub
sshalhoub@coastalUSD.org

Re: SR4 Well Agreement Extension Proposal

Mr. Smith and Mr. Shalhoub,

We have received your proposal regarding the 10-year extension of the Well Site Agreement. We, too, appreciate the cooperative working relationship between the Coastal Unified School District and the Cambria Community Services District; this has helped the CCSD continue supplying valuable water to the community. Our mission statement is “**Cambria Community Services District provides authorized municipal services to maintain and enhance the quality of life for the Cambria community and its visitors.**” Thus, our objective here is to do just that, provide a reliable water supply to the community of Cambria, which includes the families and students the school district serves, as well as the rest of the residents, visitors, and businesses.

The District has reviewed your proposal and needs help understanding the need for a \$9,000 increase in the annual compensation payable to CUSD under the SR4 Agreement. This is an additional 20% beyond the current \$46,000 amount the CCSD has been paying, which also includes annual CPI increases. This Agreement is for the use of a portion of the school district’s property and an easement to access that area. The CCSD owns, operates, and maintains the SR4 well and related infrastructure, which was installed and is operated at the CCSD’s expense (i.e., the ratepayers of this community). The CCSD also provided the connection of the Leffingwell High School to the CCSD’s sewer system at the time of this original installation. We do not see where this arrangement between our two districts costs the school district anything, let alone justifies a rate increase of \$9,000. We are simply leasing the land and the easement for access from the school district. Please clarify for us the rationale behind this significant increase.

In the meantime, the CCSD is offering the following three options for the CUSD to consider as a counter-proposal.

- Option 1: Extend the existing agreement for ten years at the current rate of \$46,000 per year.
- Option 2: Extend the existing agreement at the current annual rate of \$46,000 for one year to continue negotiations.
- Option 3: Consider the sale of the easements to the CCSD.

We look forward to your response and cooperation in coming to an acceptable agreement between the CUSD and CCSD toward the effort to continue providing a reliable water supply for the community.

Thank you for your consideration.

Sincerely,

Matthew McElhenie

Matthew McElhenie
General Manager

Karen Dean

Karen Dean
Board President

EXHIBIT 2

CAMBRIA COMMUNITY SERVICES DISTRICT

DIRECTORS:

KAREN DEAN, President
TOM GRAY, Vice President
HARRY FARMER, Director
DEBRA SCOTT, Director
MICHAEL THOMAS, Director



OFFICERS:

MATTHEW MCELHENIE, General Manager
TIMOTHY J. CARMEL, District Counsel

Physical address: 1316 Tamsen Street, Suite 201, Cambria CA 93428
Mailing address: P.O. Box 65 • Cambria CA 93428
Telephone (805) 927-6223 • Facsimile (805) 927-5584

August 16th, 2023

Scott Smith

ssmith@coastalusd.org

Samuel Shalhoub

sshalhoub@coastalusd.org

Re: SR4 Well Agreement Extension Proposal

Mr. Smith and Mr. Shalhoub,

We have received your proposal regarding the 10-year extension of the Well Site Agreement. We appreciate the cooperative working relationship between the Coastal Unified School District and the Cambria Community Services District; this has helped the CCSD continue supplying valuable water to the community. Our mission statement is “**Cambria Community Services District provides authorized municipal services to maintain and enhance the quality of life for the Cambria community and its visitors.**” Thus, our objective here is to do just that, provide a reliable water supply to the community of Cambria, which includes the families and students the school district serves, as well as the rest of the residents, visitors, and businesses.

The District has reviewed your proposal and needs help understanding not only the reason that you want to continue to profit off of the community for something that costs the CUSD nothing, but also the need for a Consumer Price Index (CPI) increase in the annual compensation payable to CUSD under the SR4 Agreement. This Agreement is for using a small portion of the school district’s property and an easement to access that area. The CCSD owns, operates, and maintains the SR4 well and related infrastructure, which was installed and is operated at the CCSD’s expense (i.e., the ratepayers of this community). The CCSD also provided the connection for Leffingwell High School to the CCSD’s sewer system at the time of this original installation. We cannot see where this arrangement between our two districts costs the CUSD anything or justifies built-in CPI increases. We, a government agency, are simply leasing the land and the easement for access from the CUSD, another government agency. This type of inter-agency agreement more often carries the expense of an actual measurable cost or a nominal token fee. We would appreciate if you could please clarify for us the rationale behind one government agency profiting from another government agency at the expense of the ratepayers (many of whom are your employees or the parents of your students).

In the meantime, the CCSD is offering the following two options for the CUSD to consider as a counterproposal.

- Option 1: Extend the existing agreement for ten years at the current rate of \$46,000 per year, without any CPI adjustments.
- Option 2: Consider the sale of the easements to the CCSD.

We look forward to your response and cooperation in coming to an acceptable agreement between the CUSD and CCSD that will further the effort to continue providing a reliable water supply for the community.

Sincerely,

Matthew McElhenie

Matthew McElhenie
General Manager

KAREN DEAN

Karen Dean
Board President

EXHIBIT 3

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

Cambria Community Services District
Attn: General Manager
P.O. Box 65
Cambria, California 93428

Doc No: 2000-076811

Rpt No: 00099402

Official Records
San Luis Obispo Co.
Julie L. Rodewald
Recorder
Dec 27, 2000
Time: 09:26

NF -1 0.00

[30]

TOTAL 0.00

AGREEMENT FOR ALTERNATIVE POINT OF WATER DIVERSION AT COAST UNION HIGH SCHOOL

This Agreement (the "Agreement") is made and entered into in the County of San Luis Obispo, State of California, on December 14, 2000, by and between the CAMBRIA COMMUNITY SERVICES DISTRICT, a political corporation of the State of California, hereinafter referred to as "CCSD," and COAST UNIFIED SCHOOL DISTRICT, hereinafter referred to as "CUSD," collectively "the Parties."

RECITALS

This Agreement is entered into on the basis of the following facts, understandings, and intentions of the Parties:

- A. Pursuant to the California State Water Resources Control Board's ("CSWRCB") Decision 1624, CCSD has been issued a permit to appropriate unappropriated water from the Santa Rosa Creek underflow, in a maximum amount not to exceed 518 acre-feet per calendar year;
- B. Santa Rosa Creek wells SR1 (27S. 8E. 26D-1) and SR3 (27S. 8E. 26C-5) (collectively the "Santa Rosa Creek wells") provide critical domestic water sources for the community of Cambria, including for drinking, firefighting and drought purposes;
- C. Ground water monitoring wells located approximately 200 feet from Santa Rosa Creek and approximately 400 feet from the existing Santa Rosa Creek wells have detected the presence of methyl tertiary-butyl ether (MTBE), a fuel additive and animal carcinogen with the potential to cause cancer in humans, tertiary-butyl alcohol (TBA), Benzene and other hydrocarbons (collectively "MTBE plume");
- D. The Santa Rosa Creek wells cannot be used for drinking, firefighting or other purposes until the MTBE plume is remediated, because the pumping of said wells may draw the MTBE plume into those wells and detrimentally affect water quality;
- E. The inability to use the Santa Rosa Creek wells for drinking, firefighting or other purposes constitutes an emergency situation and poses a threat to life, health, property and the provision of essential public services;

- F. In response to the detection of the MTBE plume, the California Regional Water Quality Control Board ("CRWQCB") issued Cleanup or Abatement Order No. 00-28, requiring that an alternative water supply be identified and secured by September 1, 2000;
- G. Because of CCSD's inability to use the Santa Rosa Creek wells, CCSD desires to establish, upgradient from the Santa Rosa Creek wells and the MTBE plume, an alternative location from which to appropriate water from the Santa Rosa Creek underflow ("Alternative Point of Diversion"), on the area adjacent to the athletic fields of Coast Union High School (the "Site"), owned by CUSD and located at 2950 Santa Rosa Creek Road, Cambria, California;
- H. Through the Alternative Point of Diversion, CCSD seeks only to access and use the water which it is entitled to appropriate from the Santa Rosa Creek underflow pursuant to its permit from CSWRCB, and does not intend to appropriate any water additional to the amount which it is entitled to appropriate pursuant to such permit and subject to the terms and limitations of this Agreement;
- I. CCSD has filed a Petition for Temporary Urgency Change in Point of Diversion with CSWRCB;
- J. CCSD intends to establish the Alternative Point of Diversion by drilling a municipal water supply well on the Site designated as well SR4 ("Well SR4"), providing for the treatment of water pumped from such well, transporting such water into CCSD's water distribution system, and connecting CUSD's Leffingwell Continuation High School ("Leffingwell Campus"), located at 2820 Santa Rosa Creek Road, Cambria, California, to CCSD's sewer system;
- K. As part of the Alternative Point of Diversion, the Leffingwell Campus' connection to CCSD's sewer system is required because the only available route for the pipelines transporting the treated water into CCSD's water distribution system is presently occupied by the leach field, and the necessity of abandoning the septic system and associated leach field in order to maintain the integrity of such water;
- L. CCSD shall not interfere with or affect the abilities and/or rights of CUSD to extract water from any wells located on Coast Union High School or CUSD property; and
- M. The establishment and use of the Alternative Point of Diversion is intended only as an interim measure until the MTBE plume is remediated.

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants, conditions, promises and agreements contained herein, CCSD and CUSD mutually agree as follows:

TERMS AND CONDITIONS

1. Recitals. The recitals set forth above are true.
2. Scope of Agreement.
 - (a) CUSD hereby agrees to allow CCSD to perform the acts necessary to establish the Alternative Point of Diversion on the Site, which acts are described generally as follows and more particularly described in the project description attached as EXHIBIT A and incorporated herein by reference ("Project Description"):
 - (i) Drilling of Well SR4 and operation, prompt repair and maintenance of said well;

- (ii) Construction of water treatment plant ("Treatment Plant") to treat water extracted from Well SR4 for iron and manganese and to disinfect the water to meet all other requirements of the Department of Health Services, and operation, prompt repair and maintenance of said Treatment Plant;
 - (iii) Installation, operation, prompt repair and maintenance of water pipelines connecting Well SR4 to the Treatment Plant;
 - (iv) Installation, operation, prompt repair and maintenance of water pipelines connecting the Treatment Plant to CCSD's water distribution system;
 - (v) Installation of sewer pipeline connecting the existing sewage disposal system of CUSD's Leffingwell Campus to CCSD's sewer system;
 - (vi) Resurfacing, use, prompt repair and maintenance of the existing roadway for access between the maintenance yard on the Site and the Treatment Plant, as set forth in Section IV of the Project Description;
 - (vii) Use of any existing roadways for access between Santa Rosa Creek Road and the maintenance yard on the Site, which roadways have been designated by CUSD for use by CCSD; and
 - (viii) Use, prompt repair and maintenance of a roadway for access between the Treatment Plant and Well SR4.
- (b) CUSD hereby agrees to grant CCSD an easement to access and use the water from Well SR4 which CCSD is entitled to appropriate from the Santa Rosa Creek underflow pursuant to its permit from CSWRCB, and to grant all secondary easements necessary for the use and enjoyment of said easement, which easement and secondary easements are set forth in the easement agreement attached as EXHIBIT B and incorporated herein by reference ("Easement Agreement"). CCSD agrees that its access to the Site shall be limited to the easement and secondary easements as set forth in the Easement Agreement, except in emergency circumstances upon notification to and approval by CUSD, which approval shall not be unreasonably withheld.
- (c) In connection with the acts performed by CCSD described in subdivision (a) above, CCSD hereby agrees to fulfill all additional requirements and conditions set forth in the Project Description.
3. Primary Water Supply Source; Joint Use of Wells: Limitation on Easement
- (a) Coast Union High School's ("CUHS") irrigation well, located on the Site and designated as well 23R-2 (27S. 8E. 23R-2; "Well 23R-2"), is CUHS's primary water supply source, *i.e.*, the source from which CUHS will always initially extract water for its irrigation needs. Likewise, Well SR4, which is being constructed pursuant to this Agreement, is CCSD's primary Santa Rosa Creek water supply source, *i.e.*, the source from which CCSD will always initially extract water for its Santa Rosa Creek water supply needs.
 - (b) CUSD and CCSD hereby agree that in the case of a short-term area wide emergency situation (*i.e.*, natural disaster, wildfire) or if either CUHS or CCSD's well and/or related equipment function improperly so that water cannot be extracted from such well, the affected entity shall contact and consult the other entity for permission to extract water from that entity's primary water supply source subject to the limitations set forth in Paragraph 4 below.
 - (c) At no additional cost to CUSD, CCSD shall install valves and piping to allow CUSD and CCSD to extract water from Well SR4 and Well 23R-2.
4. Limitation on Extraction of Water. CCSD's use of water from Well SR4 and from Well 23R-2 is subject to the following limitations:

- (a) CCSD shall install and maintain a meter on Well SR4 to measure the amount of water taken from Well SR4. CUSD shall have access to Well SR4 for the purposes of inspecting the meter on that well.
 - (b) CCSD shall monitor the level of water in Well SR4 and Well 23R-2 on a semi-monthly basis, maintain records of that monitoring and provide CUSD with copies of such monitoring records.
 - (c) Should the level of water in Well 23R-2 measure 10 feet above sea level or less, CCSD will notify CUSD immediately and initiate communications with CUSD to discuss limiting or ceasing CCSD's pumping from Well SR4 or, if applicable, Well 23R-2. In addition, CCSD will begin daily monitoring of the water levels of both Well SR4 and Well 23R-2 and provide CUSD with copies of the monitoring records.
 - (d) Should the level in Well 23R-2 measure sea level (0 feet) after being shut down for a period of two (2) hours, or should air be pumped from Well 23R-2, CCSD will cease pumping from Well SR4 immediately. Should the water level in Well 23R-2 return to 10 feet above sea level, CCSD may resume operation of Well SR4 under the limitations stated in subsections (c) and (d) of this Paragraph.
5. Soil and Water Conditions.
- (a) To the actual knowledge of CUSD, CUSD has not received notice or other communication concerning any alleged violation of any federal, state or local laws in connection with the quality or condition of the soil or water on the Site, nor notice or other communication concerning any alleged liability in connection with the quality or condition of the soil or water on the Site, including threatened or pending writs, injunctions, decrees, orders, judgments, lawsuits, claims, proceedings, citations, directives, summons or investigations.
 - (b) CUSD has not represented or guaranteed the current quality or condition of the soil or water on the Site. CCSD accepts the site as it currently exists. In addition, CUSD has not guaranteed that a certain quality level of water or soil will be maintained in the future. CUSD advises CCSD to conduct its own investigation of the conditions. CUSD will make the site available for CCSD to conduct its own investigation of the conditions, should it choose to do so.
6. Exemption from CEQA. CCSD represents that the work to be performed pursuant to this Agreement is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080(b)(4) and CEQA Guidelines Section 15269(c) because the work is necessary to prevent an emergency. An emergency situation currently exists as set forth above in the Recitals of this Agreement.
7. Term of Agreement; Option to Renew; Responsibilities upon Expiration of Agreement. This Agreement shall be effective from the date of execution of this Agreement until the date that the MTBE plume is remediated, as evidenced by issuance of a No Further Action letter by CRWQCB regarding remediation of groundwater contamination, or June 30, 2010, whichever occurs first. After the MTBE plume is remediated, or June 30, 2010, whichever occurs first, the Parties shall have the option to renew the easement and secondary easements granted to CCSD by CUSD pursuant to this Agreement. The terms and conditions of such renewal shall be governed by a separate and independent agreement to be negotiated and executed by the Parties prior to the expiration of this Agreement. If the Parties do not enter into any such subsequent agreement, CCSD shall cease use of Well SR4 and all associated water pipelines and, at its sole expense, shall remove the Treatment Plant and restore the surface area to its condition prior to the execution of this Agreement. If the parties do not enter into any such subsequent agreement, CUSD may use Well SR4 and all associated water pipelines in any manner CUSD considers appropriate.

8. Compensation. CCSD hereby agrees to compensate CUSD as follows:
- (a) Within thirty (30) days after execution of this Agreement, CCSD shall pay CUSD the sum of Thirty-Two Thousand Dollars (\$32,000.00) for the first fiscal year (July 1, 2000 through June 30, 2001) of this Agreement, which includes the easement for access and use of water from Well SR4 and the secondary easements for construction of the improvements set forth in Paragraph 2(a) of this Agreement and for access to the Site for operation, maintenance and repair of such improvements.
 - (b) For years two through ten after the execution of this Agreement or until the MTBE plume is remediated, CCSD shall pay CUSD the sum of Twenty Six Thousand Dollars (\$26,000.00) per fiscal year, which includes the easement for access and use of water from Well SR4 and the secondary easements for access to the Site for operation, maintenance and repair of the improvements. CCSD shall deliver payment to CUSD no later than July 15 of each year. If the plume is remediated after July 1 of any year, the compensation paid for that fiscal year shall be prorated on a monthly basis.
 - (c) If the MTBE plume has not been remediated after year ten after the execution of this Agreement, the Parties, in good faith, shall renegotiate the annual compensation to be paid thereafter for each fiscal year until the MTBE plume is remediated.
9. Default/Dispute Resolution. In the event of default by either party to this Agreement in the performance of any of the terms, covenants and conditions herein, the nondefaulting party shall give written notice to the defaulting party of such default. In the event that the defaulting party does not commence or complete the actions necessary to cure such default within thirty (30) days after such notice is postmarked or personally served on the defaulting party, the Parties shall meet together, face to face, to discuss any issues regarding the default. If, in the opinion of the non-defaulting party, the default is not cured within sixty (60) days after written notice of such default is postmarked or personally served on the defaulting party, the Parties shall submit the dispute to a mediator. The Parties shall select a mediator from the list of certified civil mediators who are located in San Luis Obispo County. If the Parties cannot agree on a mediator, mediation shall be waived. After selection of the mediator, a mediation conference shall be scheduled as soon thereafter as possible and both parties shall fully and completely present their positions at mediation and shall mediate in good faith. All of the rules applicable to court ordered mediation shall apply to the mediation.
10. Construction Contracts.
- (a) CCSD shall provide all construction contracts for the improvements made pursuant to this Agreement to CUSD for review and comment prior to the execution of such contracts.
 - (b) CCSD shall require all contractors to whom construction contracts are awarded by CCSD ("Construction Contractors") to carry general liability insurance and worker's compensation insurance.
 - (c) CCSD shall require all Construction Contractors to comply with all applicable laws and regulations in constructing the improvements pursuant to this Agreement, including notification of all digging and trenching on the Site.
11. Maintenance and Repairs. After completion of construction of all of the improvements pursuant to this Agreement, CCSD hereby agrees to maintain such improvements in good condition and to repair such improvements as necessary, including emergency repairs of equipment.
12. Indemnification. CCSD hereby agrees to indemnify, defend, assume all liability for and hold harmless CUSD and its officers, employees, agents and representatives from all actions, claims, penalties, obligations, liabilities, damages, judgments, personal injuries, costs or expenses, in any manner arising out of this Agreement or the performance or

attempted performance of the provisions hereof, including but not limited to any act or omission on the part of CCSD or its officers, employees, agents or representatives, except to the extent attributable to the negligence or willful misconduct of CUSD or its officers, employees, agents or representatives.

13. Nonassignability. The Parties shall not permit any right or privilege granted under this Agreement to be exercised by another, nor shall this Agreement or any right or privilege granted thereunder be in whole or in part sold, transferred, leased, assigned, disposed of or alienated. Any purported assignment of this Agreement or any interest in this Agreement shall be void and of no effect.
14. Inspection. CUSD and its representatives, employees, agents or independent contractors may enter and inspect the Site or any portion thereof or any improvements constructed, maintained, or operated pursuant to this Agreement at any time to verify CCSD's compliance with the terms and conditions of this Agreement.
15. Integration. This Agreement, including Exhibit A (Project Description) and Exhibit B (Easement Agreement), constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof and all prior and contemporaneous discussions and negotiations have been and are merged and integrated into, and are superseded by, this Agreement. Thus, no covenants, agreements, representations, or warranties of any kind whatsoever, whether express or implied in law or fact, have been made by any party hereto, except as specifically set forth in this Agreement.
16. Miscellaneous Terms. The Parties hereto represent, warrant and agree as follows:
 - (a) Each party has read the Agreement carefully, knows and understands the contents thereof, and has made such investigation of the facts pertaining to this Agreement and of all matters pertaining hereto as it deems necessary or desirable.
 - (b) The terms of this Agreement are contractual, not a mere recital, and are the result of negotiations between the parties.
 - (c) Each party agrees that such party will not take any action which would interfere with the performance of this Agreement by the other party hereto or which would adversely affect the rights provided for herein.
 - (d) Whenever the context so requires, the singular number shall include the plural number, and vice versa.
 - (e) Captions and paragraphs headings used herein are for convenience only. They are not a part of this Agreement and shall not be used in construing this Agreement.
17. Modifications. No modification, amendment or waiver of any of the provisions contained in this Agreement, or any future representation, promise or condition in connection with the subject matter of this Agreement, shall be binding upon any party hereto unless made in writing and signed by such party.
18. Execution in Counterparts. This Agreement may be executed and delivered in any number of counterparts or copies ("counterpart") by the parties hereto. When each party has signed and delivered at least one counterpart to the other party hereto, each counterpart shall be deemed an original and, taken together, shall constitute one and the same Agreement, which shall be binding and effective as to the parties hereto.
19. Authority to Execute. Each party executing this Agreement further represents and warrants that the execution of this Agreement has been duly authorized by its board or governing body and that each has the full right and authority to enter into and perform this Agreement on behalf of the party for whom each has signed and the full right and

authority to bind fully said party to the terms and obligations (including, without limitation, the representations and warranties set forth herein) of this Agreement.

20. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California where it is deemed to have been executed and delivered.

IN WITNESS WHEREOF, CAMBRIA COMMUNITY SERVICES DISTRICT and COAST UNIFIED SCHOOL DISTRICT have executed this Agreement on the day and year hereinabove set forth.

CAMBRIA COMMUNITY SERVICES DISTRICT

By Kenneth C. Topping
Kenneth C. Topping, General Manager

COAST UNIFIED SCHOOL DISTRICT

By Pamela A. Martens
Pamela A. Martens, Superintendent

APPROVED AS TO FORM:

CAMBRIA COMMUNITY SERVICES DISTRICT

By Margaret Moore Sohagi
Margaret Moore Sohagi, District Counsel

LOZANO SMITH

By _____
Christine A. Goodrich, Attorneys for
COAST UNIFIED SCHOOL DISTRICT

EXHIBIT A
PROJECT DESCRIPTION

- I. Drill, develop, test, equip, operate and maintain one municipal water supply well:
 - A. Specifications of above-ground well appurtenances to be subject to approval by CCSD and CUSD. All above-ground appurtenances will be contained within a secure enclosure.

- II. Construct, test, operate and maintain one water treatment plant including two water tanks, one pressure filter vessel, appurtenant pumps, valves, piping and controls, one masonry building containing plant control devices and chemical storage and feed systems, and a chain-link perimeter fence with gates:
 - A. Tanks and filter vessel will not exceed thirteen feet above grade at any point.
 - B. The building shall not exceed fifteen feet above grade at any point.
 - C. The perimeter fence shall be eight feet high.
 - D. Building roofing materials and exterior wall and trim paint shall be as specified by CUSD.
 - E. Screen planting outside the perimeter fence shall be provided:
 1. Planter area shall be 12"-18" wide contained by a 2" x 4" redwood header and covered with 2" of bark.
 2. A drip irrigation system shall be installed with the irrigation system controller located at the treatment plant.
 3. Plant materials and soil amendments shall be as specified by CUSD.
 4. Maintenance of the planted area shall be the responsibility of CCSD.
 - F. The existing school irrigation well site fencing is to be removed and the electrical control panel relocated to the wall of the new building. The new perimeter fence will enclose and secure by locking the treatment plant and irrigation well. A chain link construction security fence will be installed prior to removal of the existing school irrigation well site fencing, and will be removed only after installation of the new perimeter fence, to insure continuous fencing of the area. CCSD will provide CUSD with the keys/code to allow CUSD access to the treatment plant and irrigation well.
 - G. Piping and valves allowing for use by CUSD and CCSD of CUSD and CCSD's wells will be constructed by CCSD at its cost.
 - H. All parts of the existing turf irrigation system conflicting with the new treatment plant, well, or access road shall be relocated by CCSD.
 - I. CCSD will perform all regulatory responsibilities pertaining to the storage of hazardous materials, including, but not limited to, compliance with California Health and Safety Code Section 25503.5 regarding implementation of a business plan for emergency response to a release of hazardous materials. CCSD will limit the chemicals on the site to those permitted by its business plan.

- III. Construct, test, operate and maintain underground pipelines between the well and treatment plant and between the treatment plant and Santa Rosa Creek Road:
 - A. All pipelines shall be at least 24 inches below grade.
 - B. Trench backfill in turf areas shall be sand compacted to 90% up to 12" below finish grade and native soil compacted to 90% in the top 12". Trench backfill in road or hard surfaced areas shall be sand compacted to 90% up to 18" below subgrade and to 95% up to subgrade.
 - C. Restoration of all disturbed surfaces shall be as specified by CUSD.
 1. Restoration of turf areas shall be sod of the type specified by CUSD with soil amendments as specified by CUSD. Restoration of all other areas shall be of the same type as disturbed with approval of CUSD.

- D. CCSD will contact CUSD to schedule the connection of the pipeline between the treatment plant and Santa Rosa Creek Road at such a time as not to disrupt the continuous water operation to the Coast Union High School and/or Leffingwell campuses.
- IV. Resurface and maintain the existing roadway for operation, repair and maintenance access from the Coast Union High School maintenance yard to the treatment plant:
- A. The roadway shall be 12 feet wide, surfaced with aggregate base.
 1. Subgrade shall be scarified to a depth of at least 6 inches and recompact to 95%.
 2. Surfacing shall be 6 inches of compacted Class 2 Aggregate Base.
 3. Surfacing shall be contained on both sides with a 2" x 6" redwood header.
 4. Maintenance and repair of the roadway shall be the responsibility of CCSD.
- V. Use of any existing roadways from Santa Rosa Creek Road to and through the Coast Union High School maintenance yard for operation, repair and maintenance access. CCSD shall use only those roadways which have been designated by CUSD for use by CCSD.
- VI. Construct a sewer lateral to connect the existing Leffingwell campus sewage disposal system to a new public sewer to be constructed on Santa Rosa Creek Road.
- A. Trench backfill and restoration of disturbed surfaces shall be as specified under Item III above.
 - B. Maintenance and repair of the sewer lateral on CUSD property shall be the responsibility of CUSD.
 - C. Proper abandonment of the existing septic tank and leach field shall be the responsibility of CCSD.
- VII. Use, repair and maintain a roadway for operation, repair and maintenance access from the treatment plant to the well.
- A. Maintenance and repair of the roadway shall be the responsibility of CCSD.

EXHIBIT B

EASEMENT AGREEMENT

This Easement Agreement (the "Easement Agreement") is made and entered into in the County of San Luis Obispo, State of California, on December 14, 2000, by and between COAST UNIFIED SCHOOL DISTRICT, hereinafter referred to as "GRANTOR" or "CUSD," and CAMBRIA COMMUNITY SERVICES DISTRICT, a political corporation of the State of California, hereinafter referred to as "GRANTEE" or "CCSD," collectively "the Parties."

RECITALS

- A. GRANTOR is the owner of certain real property situated in the Community of Cambria, County of San Luis Obispo, California (hereinafter referred to as the "Servient Tenement"), and more particularly described in Attachment 1, which is attached to this Easement Agreement and hereby incorporated by reference.
- B. GRANTEE desires to acquire certain rights in the Servient Tenement.

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants, conditions, promises and agreements contained herein, the parties mutually agree as follows:

- 1. Character of Easement. The easement granted in this Easement Agreement is in gross.
- 2. Description of Easement. The easement granted in this Easement Agreement is an easement allowing CCSD to access and use the 518 acre-feet of unappropriated water per calendar year which it is entitled to appropriate from the Santa Rosa Creek underflow pursuant to its permit (Decision No. 1624) from the California State Water Resources Control Board ("CSWRCB"), the grant of CCSD's Petition for Temporary Urgency Change in Point of Diversion by CSWRCB, and subject to the limitations of the "Agreement for Alternative Point of Water Diversion at Coast Union High School" (the "Agreement") through the municipal water supply well designated as well SR4 ("Well SR4") and constructed pursuant to the Agreement, to which this Easement Agreement is attached as Exhibit B. Well SR4 is located on a portion of the Servient Tenement described in Attachment 2a and depicted in Attachment 2b, which are attached to this Easement Agreement and hereby incorporated by reference. This easement for access and use of water from Well SR4 is subject to the following limitations:
 - (a) CCSD shall install and maintain a meter on Well SR4 to measure the amount of water taken from Well SR4. CUSD shall have access to Well SR4 for the purposes of inspecting the meter on that well.
 - (b) CCSD shall monitor the level of water in Well SR4 and Coast Union High School's ("CUHS") irrigation well located on the Servient Tenement and designated as well 23R-2 (27S. 8E. 23R-2; "Well 23R-2") on a semi-monthly basis, maintain records of that monitoring and provide CUSD with copies of such monitoring records.
 - (c) Should the level of water in Well 23R-2 measure 10 feet above sea level or less, CCSD will notify CUSD immediately and initiate communications with CUSD to discuss limiting or ceasing pumping from Well SR4 or, if applicable, Well 23R-2. In addition, CCSD will begin daily monitoring of the water levels of both Well SR4 and Well 23R-2 and provide CUSD with copies of the monitoring records.
 - (d) Should the level in Well 23R-2 measure sea level (0 feet) after being shut down for a period of two (2) hours, or should air be pumped from Well 23R-2, CCSD will cease pumping from Well SR4 immediately. Should the water level in Well 23R-2 return to

10 feet above sea level, CCSD may resume operation of Well SR4 under the limitations stated in subsections (c) and (d) of this Paragraph.

3. Secondary Easements. The easement granted in this Easement Agreement also includes the incidental rights to use the Servient Tenement which are necessary for the use and enjoyment of the easement, provided that GRANTEE exercises such rights at GRANTEE's own cost and expense, and only in connection with the easement and only for as long as is necessary for the use and enjoyment of the easement. In exercising these rights, GRANTEE must use reasonable care and may not unreasonably increase the burden on the Servient Tenement. The incidental rights included as part of the easement granted in this Easement Agreement are as follows:
 - (a) Drilling of Well SR4 and operation, repair and maintenance of said well, located on a portion of the Servient Tenement described in Attachment 2a and depicted in Attachment 2b.
 - (b) Construction of water treatment plant ("Treatment Plant") to treat water extracted from Well SR4 for iron and manganese and to meet all other requirements of the Department of Health Services, and operation, repair and maintenance of said Treatment Plant, located on a portion of the Servient Tenement described in Attachment 3a and depicted in Attachment 3b, which are attached to this Easement Agreement and hereby incorporated by reference.
 - (c) Installation of underground water pipelines and electrical conduits and wires between Well SR4 and the Treatment Plant, and operation, repair and maintenance of said pipelines, located on a portion of the Servient Tenement described in Attachment 4a and depicted in Attachment 4b, which are attached to this Easement Agreement and hereby incorporated by reference.
 - (d) Installation of underground water pipelines between the Treatment Plant and GRANTEE's water main located along Santa Rosa Creek Road, and operation, repair and maintenance of said pipelines, located on a portion of the Servient Tenement described in Attachment 5a and depicted in Attachment 5b, which are attached to this Easement Agreement and hereby incorporated by reference.
 - (e) Installation of underground sewer pipeline connecting the existing sewage disposal system of Leffingwell Continuation High School, located at 2820 Santa Rosa Creek Road, to GRANTEE's sewer main located along Santa Rosa Creek Road, located on a portion of the Servient Tenement described in Attachment 6a and depicted in Attachment 6b, which are attached to this Easement Agreement and hereby incorporated by reference.
 - (f) Resurfacing of the existing roadway for access between Coast Union High School's maintenance yard and the Treatment Plant, and use, repair and maintenance of said roadway, as set forth in Exhibit A, Section IV of the Agreement, and located on a portion of the Servient Tenement described in Attachment 7a and depicted in Attachment 7b, which are attached to this Easement Agreement and hereby incorporated by reference.
 - (g) Use of any existing roadways for access between Santa Rosa Creek Road and Coast Union High School's maintenance yard, which roadways have been designated by GRANTOR for use by GRANTEE, and located on the Servient Tenement.
 - (h) Use, repair and maintenance of a roadway for access between the Treatment Plant and Well SR4, located on a portion of the Servient Tenement described in Attachment 8a and depicted in Attachment 8b, which are attached to this Easement Agreement and hereby incorporated by reference.
4. Access to Servient Tenement. GRANTEE agrees that its access to the Servient Tenement shall be limited to the location of the easement and secondary easements as provided in Paragraphs 2 and 3 of this Easement Agreement, except in emergency circumstances upon

notification to and approval by GRANTOR, whose approval shall not be unreasonably withheld.

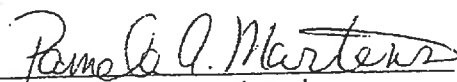
5. Term of Easement. The easement granted in this Easement Agreement shall terminate on the date that the MTBE plume is remediated, as evidenced by issuance of a No Further Action letter by the California Regional Water Quality Control Board regarding remediation of groundwater contamination, or June 30, 2010, whichever occurs first. After the MTBE plume is remediated or June 30, 2010, whichever occurs first, GRANTOR and GRANTEE shall have the option to negotiate a renewal of the easement and secondary easements granted by GRANTOR pursuant to this Easement Agreement. The terms and conditions of such renewal shall be governed by a separate and independent agreement to be negotiated and executed by GRANTOR and GRANTEE prior to the expiration of this Agreement. If GRANTOR and GRANTEE do not enter into any such subsequent agreement, GRANTEE shall cease use of Well SR4 and all associated water pipelines and, at its sole expense, shall remove the Treatment Plant and restore the surface area to its condition prior to the execution of the Agreement. If GRANTOR and GRANTEE do not enter into any such subsequent agreement, GRANTOR may use Well SR4 and all associated water pipelines in any manner GRANTOR considers appropriate.
6. Exclusive Easement. GRANTEE's use of the easement for access and use of the water granted in this Easement Agreement shall be exclusive, except as otherwise set forth herein. GRANTOR shall not grant or assign to others any right to access and use water through Well SR4 during the term of the Agreement. GRANTOR retains the right to use the Servient Tenement in any manner that is consistent with GRANTEE's use and enjoyment of the easement and as otherwise set forth herein.
7. Nonassignability. This Easement Agreement shall not be assigned. Any purported assignment of this Easement Agreement or of any interest in this Easement Agreement shall be void and of no effect.
8. Binding Effect. This Easement Agreement shall be binding upon and inure to the benefit of GRANTOR and GRANTEE and their respective heirs, legal representatives and successors.

IN WITNESS WHEREOF, CAMBRIA COMMUNITY SERVICES DISTRICT and COAST UNIFIED SCHOOL DISTRICT have executed this Easement Agreement on the day and year hereinabove set forth.

CAMBRIA COMMUNITY SERVICES DISTRICT

By 
Kenneth C. Topping, General Manager

COAST UNIFIED SCHOOL DISTRICT

By 
Pamela A. Martens, Superintendent

APPROVED AS TO FORM:

CAMBRIA COMMUNITY SERVICES DISTRICT

By Margaret Moore Sohagi
Margaret Moore Sohagi, District Counsel

LOZANO SMITH

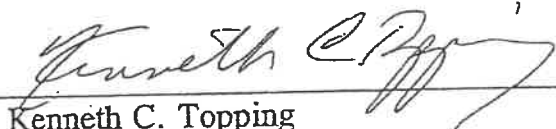
By _____
Christine A. Goodrich, Attorneys for
COAST UNIFIED SCHOOL DISTRICT

Cambria\Word files\CUHS\diversionagmt-final\70186.011

CERTIFICATE OF ACCEPTANCE
(Government Code § 27281)

This is to certify that the easements conveyed by the Agreement for Alternative Point of Water Diversion at Coast Union High School dated December 17, 2000, from the Coast Unified School District to the Cambria Community Services District ("the District"), a special district, is hereby accepted by the action of the District Board on November 16, 2000, and the grantee consents to recordation thereof.

Dated: 12-14-00

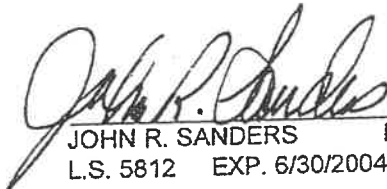
By 
Kenneth C. Topping
General Manager
Cambria Community Services District

ATTACHMENT 2a
LEGAL DESCRIPTION

BEING A PORTION OF SECTIONS 23 AND 24, TOWNSHIP 27 SOUTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA AS DESCRIBED IN THE DEED RECORDED NOVEMBER 4, 1997, AS DOCUMENT 1997-062812 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY FENCE CORNER OF THE FENCE AROUND THE FOOTBALL FIELD (THE WESTERLY LINE OF SAID FENCE BEING THE BASIS OF BEARING FOR THIS DESCRIPTION); THENCE SOUTH 45°42'18" EAST, 335.72 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 63°00'00" EAST, 20.00 FEET; THENCE NORTH 27°00'00" EAST, 20.00 FEET; THENCE NORTH 63°00'00" WEST, 20.00 FEET; THENCE SOUTH 27°00'00" WEST, 20.00 FEET TO THE POINT OF BEGINNING.

SEE ATTACHMENT 2b ATTACHED HERETO AND MADE A PART HEREOF.

 12-5-00
JOHN R. SANDERS DATE
L.S. 5812 EXP. 6/30/2004



SOUTH LINE SANTA ROSA CREEK ROAD

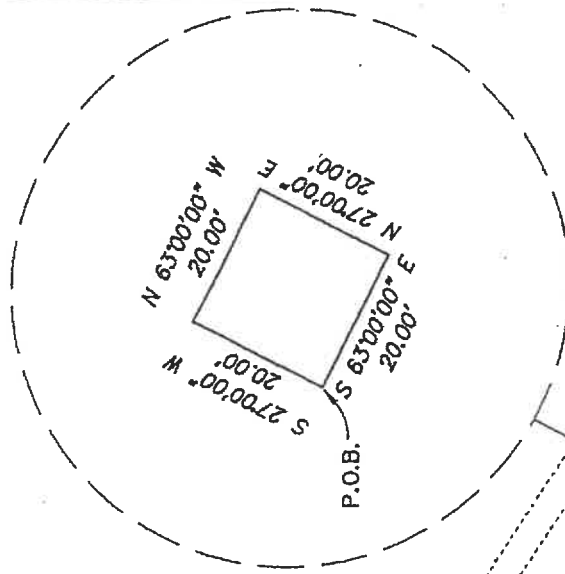
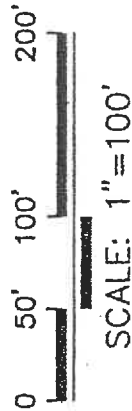
"BASIS OF BEARINGS"
N 23°38'42" W 189.46'
(FENCE CORNER TO FENCE CORNER)

FOOTBALL FIELD

P.O.C. (FENCE CORNER)

S 45°42'18" E
335.72'

Q SANTA ROSA CREEK
PER DOC. 1997-062812



ATTACHMENT 2b

NCE NORTH COAST ENGINEERING INC.
725 Creston Rd Suite B, Paso Robles, 239-3127

ATTACHMENT 3a
LEGAL DESCRIPTION

BEING A PORTION OF SECTIONS 23 AND 24, TOWNSHIP 27 SOUTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA AS DESCRIBED IN THE DEED RECORDED NOVEMBER 4, 1997, AS DOCUMENT 1997-062812 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY FENCE CORNER OF THE FENCE AROUND THE FOOTBALL FIELD (THE WESTERLY LINE OF SAID FENCE BEING THE BASIS OF BEARING FOR THIS DESCRIPTION); THENCE SOUTH 54°44'23" EAST, 389.20 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 63°00'00" EAST, 108.05 FEET; THENCE SOUTH 27°00'00" WEST, 48.96 FEET; THENCE NORTH 63°00'00" WEST, 108.05 FEET; THENCE NORTH 27°00'00" EAST, 48.96 FEET TO THE POINT OF BEGINNING.

SEE ATTACHMENT 3b ATTACHED HERETO AND MADE A PART HEREOF.

John R. Sanders 12.5.00
JOHN R. SANDERS DATE
L.S. 5812 EXP. 6/30/2004

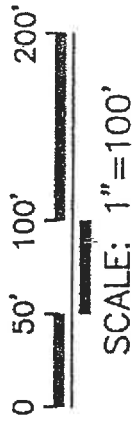


SOUTH LINE SANTA ROSA CREEK ROAD

"BASIS OF BEARINGS"
N 23°38'42" W 189.46'
(FENCE CORNER TO FENCE CORNER)

FOOTBALL FIELD

P.O.C. (FENCE CORNER)



S 54°44'23" E 389.20'

Q. SANTA ROSA CREEK
PER DOC. 1997-062812

N 27°00'00" E
48.96'

P.O.B.

S 63°00'00" E
108.05'

N 63°00'00" W
108.05'

S 27°00'00" W
48.96'

ATTACHMENT 3b



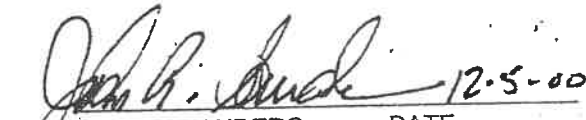
NCE NORTH COAST ENGINEERING INC.
725 Creston Rd Suite B, Paso Robles, 239-3127

ATTACHMENT 4a
LEGAL DESCRIPTION

BEING A PORTION OF SECTIONS 23 AND 24, TOWNSHIP 27 SOUTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA AS DESCRIBED IN THE DEED RECORDED NOVEMBER 4, 1997, AS DOCUMENT 1997-062812 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY FENCE CORNER OF THE FENCE AROUND THE FOOTBALL FIELD (THE WESTERLY LINE OF SAID FENCE BEING THE BASIS OF BEARING FOR THIS DESCRIPTION); THENCE SOUTH 49°13'32" EAST, 335.18 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 63°00'00" EAST, 10.00 FEET; THENCE NORTH 27°00'00" EAST, 27.88 FEET; THENCE NORTH 57°23'42" WEST; 10.05 FEET; THENCE SOUTH 27°00'00" WEST, 28.86 FEET TO THE POINT OF BEGINNING.

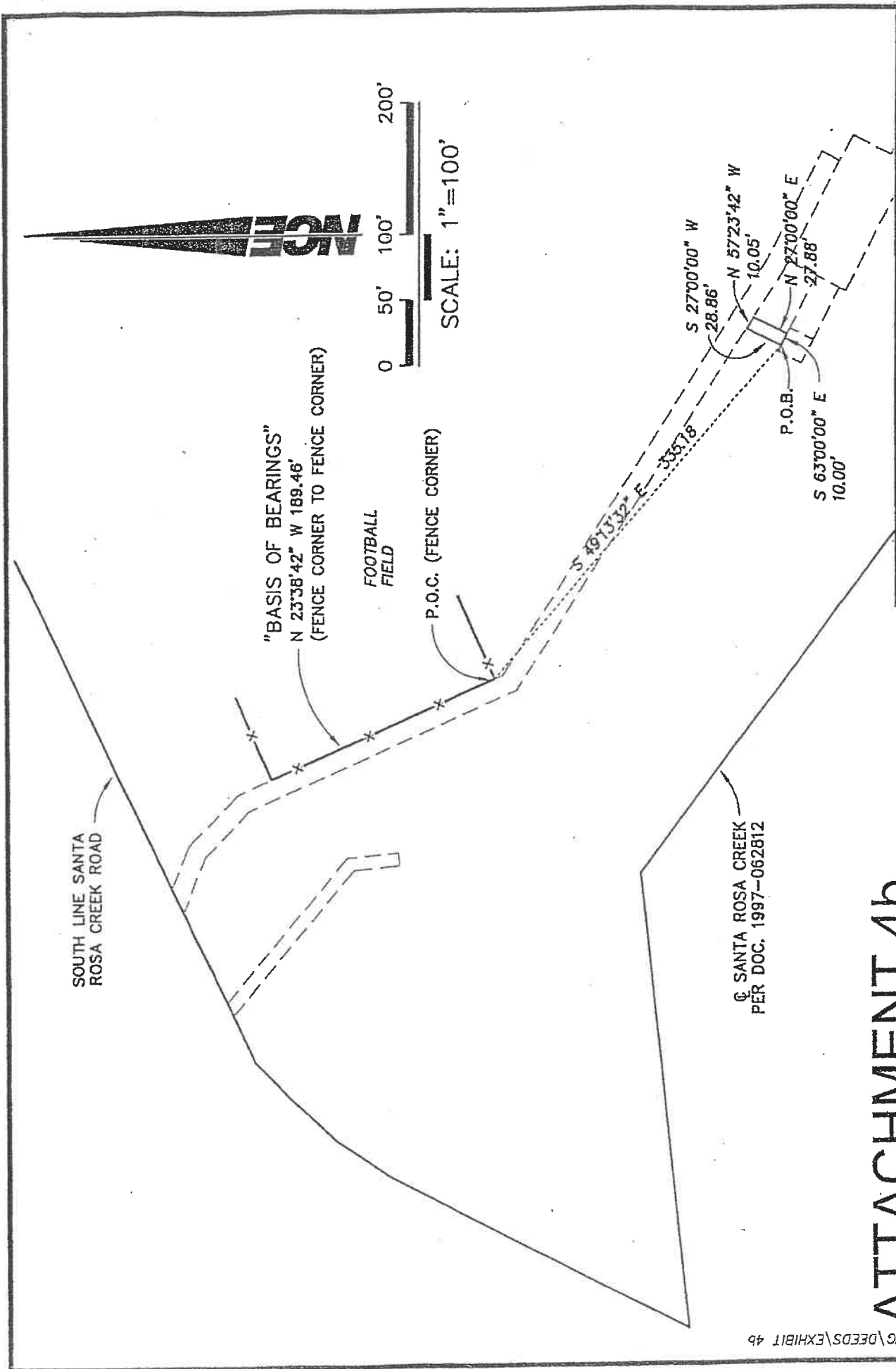
SEE ATTACHMENT 4b ATTACHED HERETO AND MADE A PART HEREOF.


JOHN R. SANDERS DATE 12-5-00
L.S. 5812 EXP. 6/30/2004



ATTACHMENT 4b

NCE NORTH COAST ENGINEERING INC.
 725 Creston Rd Suite B, Paso Robles, 239-3127



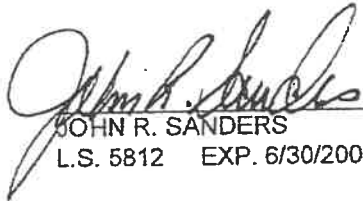
ATTACHMENT 5a
LEGAL DESCRIPTION

BEING A PORTION OF SECTIONS 23 AND 24, TOWNSHIP 27 SOUTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA AS DESCRIBED IN THE DEED RECORDED NOVEMBER 4, 1997, AS DOCUMENT 1997-062812 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

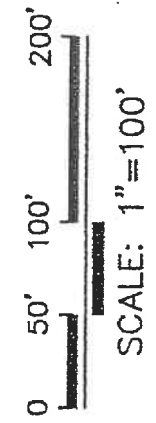
AN EASEMENT 15 FEET IN WIDTH, LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWESTERLY FENCE CORNER OF THE FENCE AROUND THE FOOTBALL FIELD (THE WESTERLY LINE OF SAID FENCE BEING THE BASIS OF BEARING FOR THIS DESCRIPTION); THENCE SOUTH 56°14'02" EAST, 474.64 FEET TO THE POINT OF BEGINNING; THENCE NORTH 63°00'00" WEST, 95.13 FEET; THENCE NORTH 57°23'42" WEST, 378.57 FEET; THENCE, NORTH 23°38'42" WEST, 226.86 FEET; THENCE NORTH 46°08'42" WEST, 49.04 FEET; THENCE NORTH 68°38'42" WEST, 46.19 FEET MORE OR LESS TO A POINT ON THE SOUTHERLY LINE OF SANTA ROSA CREEK ROAD AND THE TERMINUS OF THIS DESCRIPTION.

SEE ATTACHMENT 5b ATTACHED HERETO AND MADE A PART HEREOF.

 12-5-00
JOHN R. SANDERS DATE
L.S. 5812 EXP. 6/30/2004





SOUTH LINE SANTA ROSA CREEK ROAD

"BASIS OF BEARINGS"
N 23°38'42" W 189.46'
(FENCE CORNER TO FENCE CORNER)

FOOTBALL FIELD

P.O.C. (FENCE CORNER)

SW'LY LINE 15' WIDE WATER LINE & ELECTRICAL EASEMENT

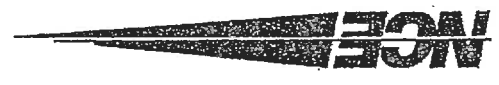
Q SANTA ROSA CREEK PER DOC. 1997-062812

S 56°14'02" E 474.64'

N 57°23'42" W 378.57'

N 63°00'00" W 95.13'

P.O.B.



ATTACHMENT 5b

NCE NORTH COAST ENGINEERING INC.
725 Creston Rd Suite B, Paso Robles, 239-3127

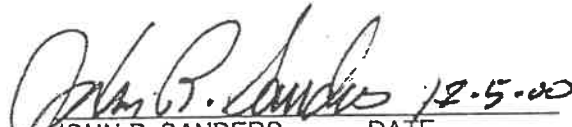
ATTACHMENT 6a
LEGAL DESCRIPTION

BEING A PORTION OF SECTIONS 23 AND 24, TOWNSHIP 27 SOUTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA AS DESCRIBED IN THE DEED RECORDED NOVEMBER 4, 1997, AS DOCUMENT 1997-062812 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AN EASEMENT 10 FEET IN WIDTH, LYING 5 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWESTERLY FENCE CORNER OF THE FENCE AROUND THE FOOTBALL FIELD (THE WESTERLY LINE OF SAID FENCE BEING THE BASIS OF BEARING FOR THIS DESCRIPTION); THENCE NORTH 61°35'39" WEST, 157.15 FEET TO THE POINT OF BEGINNING; THENCE NORTH 5°19'15" WEST, 38.26 FEET; THENCE NORTH 50°01'22" WEST, 145.64 FEET MORE OR LESS TO A POINT ON THE SOUTHERLY LINE OF SANTA ROSA CREEK ROAD AND THE TERMINUS OF THIS DESCRIPTION.

SEE ATTACHMENT 6b ATTACHED HERETO AND MADE A PART HEREOF.


JOHN R. SANDERS DATE
L.S. 5812 EXP. 6/30/2004



SOUTH LINE SANTA ROSA CREEK ROAD

± 10' WIDE SEWER EASEMENT

N 50°01'22" W 145.64 ±
N 05°19'15" W 38.26 ±

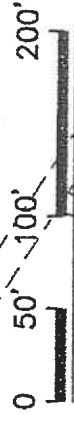
FOOTBALL FIELD

"BASIS OF BEARINGS"
N 23°38'42" W 189.46'
(FENCE CORNER TO FENCE CORNER)

P.O.B.

N 01°35'39" W 157.15 ±

P.O.C. (FENCE CORNER)



SCALE: 1" = 100'

± SANTA ROSA CREEK
PER DOC. 1997-062812

ATTACHMENT 6b

NCE NORTH COAST ENGINEERING INC.
725 Creston Rd Suite B, Paso Robles, 239-3127

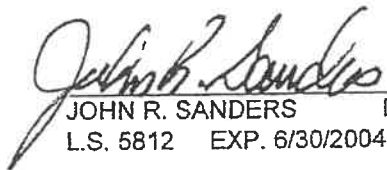
ATTACHMENT 7a
LEGAL DESCRIPTION

BEING A PORTION OF SECTIONS 23 AND 24, TOWNSHIP 27 SOUTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA AS DESCRIBED IN THE DEED RECORDED NOVEMBER 4, 1997, AS DOCUMENT 1997-062812 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AN EASEMENT 20 FEET IN WIDTH, LYING 10 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWESTERLY FENCE CORNER OF THE FENCE AROUND THE FOOTBALL FIELD (THE WESTERLY LINE OF SAID FENCE BEING THE BASIS OF BEARING FOR THIS DESCRIPTION); THENCE SOUTH 51°40'19" EAST, 503.02 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE EXISTING GRAVEL ROAD SOUTH 71°50'27" EAST, 254.43 FEET; THENCE SOUTH 64°15'06" EAST, 230.53 FEET; THENCE SOUTH 69°37'33" EAST, 200 FEET, MORE OR LESS TO THE EXISTING MAINTENANCE YARD AND THE TERMINUS OF THIS DESCRIPTION.

SEE ATTACHMENT 7b ATTACHED HERETO AND MADE A PART HEREOF.

 12-5-00
JOHN R. SANDERS DATE
L.S. 5812 EXP. 6/30/2004



FOOTBALL
FIELD

"BASIS OF BEARINGS"
N 23°38'42" W 189.46'
(FENCE CORNER TO FENCE CORNER)
P.O.C. (FENCE CORNER)

S 51°40'19" E
503.02'

S 71°50'27" E
254.43'

CL 20' WIDE ACCESS EASEMENT

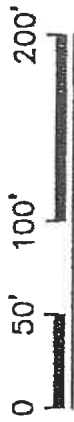
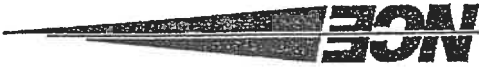
P.O.B.

Q. SANTA ROSA CREEK
PER DOC. 1997-062812

S 64°15'06" E
230.53'

S 69°37'33" E
200'±

MAINTENANCE
YARD



SCALE: 1"=100'

ATTACHMENT 7b

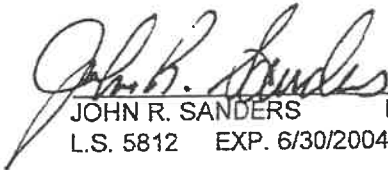
NCE NORTH COAST ENGINEERING INC.
725 Creston Rd Suite B, Paso Robles, 239-3127

ATTACHMENT 8a
LEGAL DESCRIPTION

BEING A PORTION OF SECTIONS 23 AND 24, TOWNSHIP 27 SOUTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA AS DESCRIBED IN THE DEED RECORDED NOVEMBER 4, 1997, AS DOCUMENT 1997-062812 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY FENCE CORNER OF THE FENCE AROUND THE FOOTBALL FIELD (THE WESTERLY LINE OF SAID FENCE BEING THE BASIS OF BEARING FOR THIS DESCRIPTION); THENCE SOUTH 46°39'54" EAST, 354.87 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 63°00'00" EAST, 44.62 FEET; THENCE NORTH 27°00'00" EAST, 20.00 FEET; THENCE NORTH 63°00'00" WEST, 44.62 FEET; THENCE SOUTH 27°00'00" WEST; 20.00 FEET TO THE POINT OF BEGINNING.

SEE ATTACHMENT 8b ATTACHED HERETO AND MADE A PART HEREOF.

 12-05-00
JOHN R. SANDERS DATE
L.S. 5812 EXP. 6/30/2004



SOUTH LINE SANTA ROSA CREEK ROAD

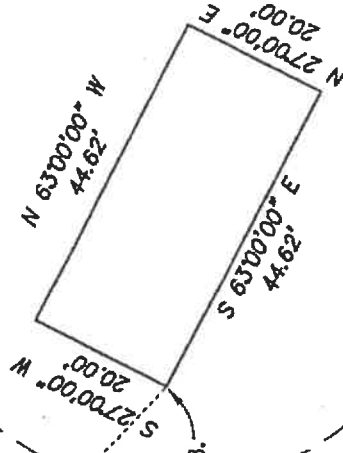
"BASIS OF BEARINGS"
N 23°38'42" W 189.46'
(FENCE CORNER TO FENCE CORNER)

FOOTBALL FIELD

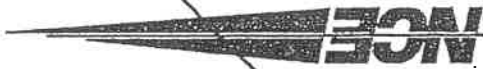
P.O.C. (FENCE CORNER)

P.O.B.

P.O.B.



S 46°39'54" E 354.87'



SCALE: 1"=100'

© SANTA ROSA CREEK
PER DOC. 1997-062812

ATTACHMENT 8b

NCE NORTH COAST ENGINEERING INC.

725 Creston Rd Suite B, Paso Robles, 239-3127

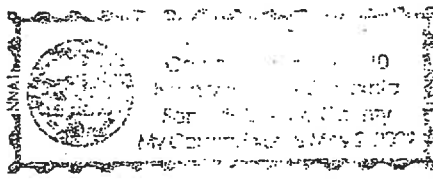
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Luis Obispo } ss.

On Dec 6-00 before me, Laura C. Darling, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Kenneth C. Topping
Name(s) of Signer(s)

- personally known to me
- 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.



Place Notary Seal Above

WITNESS my hand and official seal

Laura C. Darling
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Agreement

Document Date: 12-14-00 Number of Pages: 29

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

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

Signer Is Representing: Cambria Community Services



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Luis Obispo } SS.

On Dec 6 2000, before me, Laura C. Darling Notary Public

Date

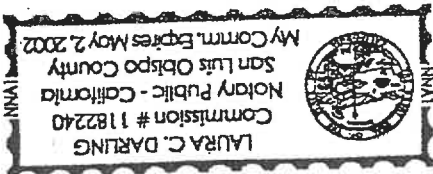
Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Pamela A. Martens

Name(s) of Signer(s)

- personally known to me
- 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Laura C. Darling
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Agreement

Document Date: 12-14-00

Number of Pages: # 29

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: Coast Unified School District





Brownstein Hyatt Farber Schreck, LLP

805.963.7000 main
1021 Anacapa Street, 2nd Floor
Santa Barbara, California 93101

March 28, 2024

Christopher R. Guillen
Attorney at Law
805.882.1452 direct
cguillen@bhfs.com

VIA EMAIL AND CERTIFIED MAIL

Matthew McElhenie, General Manager
Cambria Community Services District
1316 Tamsen Street, Suite 201
Cambria, CA 93428

Re: Claim for money or damages against the Cambria Community Services District re breach of contract, inverse condemnation, common law ejectment, trespass, unlawful detainer, quiet title/declaratory relief, etc.

Dear Mr. McElhenie,

As you are aware, our firm represents Coast Unified School District ("Coast"). This correspondence constitutes a claim by Coast against Cambria Community Services District ("CCSD") pursuant to the Government Claims Act (Cal. Gov't Code § 910 et seq.) and CCSD Policy 1025.3 approved by CCSD's board on December 12, 2019.

A. Name and Address of Claimant

Coast Unified School District
Attn: Scott Smith
1250 Main Street
Cambria, CA 93428
ssmith@coastalUSD.org

B. All notices and communications with Claimant should be sent to:

Brownstein Hyatt Farber Schreck
Attn: Christopher R. Guillen
1021 Anacapa Street, 2nd Floor
Santa Barbara, CA 93101
Tel: 805-882-1415
Email: cguillen@bhfs.com

C. Date, place, and other circumstances of the occurrence or transaction which gave rise to the claim:

Date: September 30, 2023

Place: 2950 Santa Rosa Creek Road, Cambria CA, APN: 013-081-075

Circumstances: In 2000, CCSD detected a “plume” of methyl-tertiary-butyl ether (MTBE) contaminating its Santa Rosa Creek wells SR1 and SR3 (collectively, the “Santa Rosa Creek wells”). In response to the MTBE plume, the California Regional Water Control Board issued Cleanup and Abatement Order No. 00-28, requiring that an alternative water supply be identified and secured by September 1, 2000. Consequently, CCSD approached Coast seeking to establish an alternative point of diversion on Coast’s property. Under no obligation but wishing to be a good community partner, Coast executed an agreement on December 14, 2000, to allow CCSD to drill Well SR4 on its property and allow CCSD an easement to access and use Well SR4, in exchange for compensation and subject to certain limitations (“2000 Agreement”). CCSD installed Well SR4 on Coast’s property on the area adjacent to the athletic fields of Coast Union High School, located at 2950 Santa Rosa Creek Road, Cambria, California (“Subject Property”).

The 2000 Agreement was extended twice and the parties negotiated a new agreement dated September 27, 2012 (“2012 Agreement”). The term of the 2012 Agreement was set to expire on September 27, 2022, but, CCSD requested, and Coast agreed to, several extensions to the Agreement. The latest extension ran through September 30, 2023. Section 5 of the 2012 Agreement states the following:

If the Parties do not renew or extend this Agreement, CCSD shall cease use of Well SR4 and all associated water pipelines and, at its sole expense, shall remove the Treatment Plant and restore the surface area to its previous condition prior to use by CCSD. If the parties do not enter into any such renewal or extension, [Coast] may use Well SR4 and all associated water pipelines in any manner [Coast] considers appropriate, provided, however, that [Coast] agrees to indemnify and hold harmless CCSD from any and all claims related to such use and assume all liability of whatever nature that arise from its use of the well and pipelines.

Rather than ceasing use of Well SR4 and fulfilling their contractual obligations, CCSD continues to operate Well SR4 on the Subject Property without Coast’s permission. Coast did not consent to CCSD’s remaining in possession and on February 2, 2024 Coast officially issued CCSD a notice of default. Upon expiration of the 2012 Agreement, CCSD’s entire interest in Well SR4 and the Subject Property was extinguished and all rights to Well SR4 and the Subject Property are held by Coast. CCSD has not ceased

use of Well SR4 and has made no efforts to remove the Treatment Plant or restore the surface area to its previous condition.

D. General description of the indebtedness, obligation, injury, damage, or loss incurred so far as it may be known at the time of presentation of the claim:

Since the expiration of the 2012 Agreement on September 30, 2023 and continuing through the date of this claim, CCSD continues to trespass on Coast’s property and to operate Well SR4. Coast’s investigation into the full extent of the damage, loss, or injury caused or likely to be caused by CCSD’s conduct is ongoing. Coast’s damages include, but are not limited to, past and prospective damages associated with CCSD’s breach of contract, continued trespass, unlawful detainer, and unlawful “taking” of Well SR4 and the Subject Property without compensation as required under the “takings clause” of the United States and California Constitutions.

E. Name(s) of the public employee(s) causing the injury, damage, or loss:

The damages were caused by CCSD as an entity.

F. Is the amount currently claimed less than \$ 10,000 Yes No

If "Yes": State the amount claimed and the basis of computation

If "No": Do not state a dollar amount, and instead state whether the claim would be a "limited civil case"

The claim is not a limited civil case.

This claim is not a complete statement of Coast’s rights, all of which are expressly reserved. Rather, Coast makes this claim in an abundance of caution to comply with Government Code Section 910 et seq.



Signature of Claimant Representative
Christopher R. Guillen
Brownstein Hyatt Farber Schreck

03/28/2024

Date Signed



Brownstein Hyatt Farber Schreck, LLP

805.963.7000 main
1021 Anacapa Street, 2nd Floor
Santa Barbara, California 93101

February 2, 2024

Scott S. Slater
Attorney at Law
805.882.1420 direct
sslater@bhfs.com

VIA EMAIL AND CERTIFIED MAIL RETURN RECEIPT REQUESTED

Cambria Community Services District
Attn: Matthew McElhenie
General Manager
Cambria Community Services District

RE: Agreement for Use of Well SR4 at Coast Union High School and Grant of Related Easements;
Notice of Default & Request for Meeting

Dear Mr. McElhenie,

We write on behalf of Coast Unified School District (“Coast”) regarding Cambria Community Service District’s (“District”) continued occupation of Coast’s property and use of the SR4 well. Coast and District have a long history of collaboration. When District needed help due to an MBTE contamination event in 2000, Coast agreed to allow District to locate and use the SR4 well on Coast’s property; first in the 2000 Agreement for Alternative Point of Water Diversion and subsequently in the 2012 Agreement for Use of Well SR4 (“2012 Agreement”). Coast would like to continue working with the District in a collaborative manner that comports with the important public services they both provide. With that goal in mind, we write to provide notice of the District’s default of the Agreement through its continued presence on Coast’s property and use of the SR4 well, as explained further below, and request a meeting to discuss such default pursuant to Section 7 of the 2012 Agreement.

The term of the 2012 Agreement was set to expire on September 27, 2022, but, the District requested, and Coast agreed to, several extensions to the Agreement. The latest extension ran through September 30, 2023. Section 5 of the 2012 Agreement states the following with respect to expiration of the Agreement’s term:

If the Parties do not renew or extend this Agreement, CCSD shall cease use of Well SR4 and all associated water pipelines and, at its sole expense, shall remove the Treatment Plant and restore the surface area to its previous condition prior to use by CCSD. If the parties do not enter into any such renewal or extension, [Coast] may use Well SR4 and all associated water pipelines in any manner [Coast] considers appropriate, provided, however, that [Coast] agrees to indemnify and hold harmless CCSD from any and all claims related to such use and assume all liability of whatever nature that arise from its use of the well and pipelines.

February 2, 2024

Page 2

In summary, as the term of the Agreement expired on September 30, 2023, the District must cease all use of the SR4 well and remove the water treatment facilities at its sole expense, while Coast retains ownership and sole use of the SR4 well on a going forward basis.

Since the District continues to occupy the property and use the SR4 well, these actions constitute a breach of the 2012 Agreement and trespass on Coast's property. Accordingly, we request an in person meeting with the District, pursuant to Section 7 of the 2012 Agreement, to discuss resolution of the District's breach, such as through a negotiated extension of the 2012 Agreement on mutually acceptable terms. If you are open to such a dialogue, please email my office with three preferred meeting times in February, 2024 and we can coordinate our schedules.

Thank you for your consideration of this matter. We look forward to hearing from you as soon as possible.

Sincerely,

A handwritten signature in blue ink that reads "Scott S. Slater". The signature is written in a cursive style with a large initial 'S'.

Scott S. Slater

CAMBRIA COMMUNITY SERVICES DISTRICT

DIRECTORS:

TOM GRAY, President
DEBRA SCOTT, Vice President
HARRY FARMER, Director
KAREN DEAN, Director
MICHAEL THOMAS, Director



OFFICERS:

MATTHEW MCELHENIE, General Manager
TIMOTHY J. CARMEL, District Counsel

Physical address: 1316 Tamsen Street, Suite 201, Cambria, CA 93428
Mailing address: P.O. Box 65 • Cambria, CA 93428
Telephone (805) 927-6223 • Facsimile (805) 927-5584

March 21, 2024

**VIA E-MAIL AND
FIRST CLASS MAIL**

Coast Unified School District
Attn: Scott Smith & Lee McFarland
1250 Main Street
Cambria, CA 93428
ssmith@coastalusd.org
lmcfarland@coastusd.org

Re: Notice of Intent to Adopt Resolution of Necessity to Acquire Certain Real Property Interests by Eminent Domain (Code of Civil Procedure section 1245.235)
SR4 Well Site and Access/Pipeline Easements
Site Location: 2950 Santa Rosa Creek Road, Cambria CA; east of the intersection of Main Street and Santa Rosa Creek Road, just north of Santa Rosa Creek, Cambria, CA
APN: 013-081-075

Dear Mr. Smith and Mr. McFarland:

This notice is sent pursuant to the requirements of California Code of Civil Procedure section 1245.235, on behalf of the Cambria Community Services District (“CCSD”). This notice concerns approximately 39.8 acres of certain real property owned by the Coast Unified School District (“School District”), east of the intersection of Main Street and Santa Rosa Creek Road, just north of Santa Rosa Creek, designated as Assessor Parcel No. 013-081-075 and generally located at 2950 Santa Rosa Creek Road, Cambria, CA (“Larger Parcel”). Coast Union High School is located on the Larger Parcel.

As stated in CCSD’s November 27, 2023 offer letter to the School District (**Exhibit A**) and during subsequent discussions between the parties, CCSD has been investigating and intends to acquire a portion of the Larger Parcel where its SR4 well, treatment plant and related facilities are located, as well as permanent access rights thereto, and permanent rights for the location of its underground pipelines serving its facilities on the Larger Parcel (“Project”). The Project is critical to maintaining a sufficient, clean and safe water supply for the town of Cambria, and is in the best interests of the public’s health and safety. As such, the Project fulfills an important public purpose, and would put the small portion of the Larger Parcel to be acquired – a generally vacant, unused portion of the Larger Parcel, except for CCSD’s existing facilities – to a more public use. The Project would also erect fencing, and make the existing conditions on the Larger Parcel much safer, by physically separating the CCSD facilities and access road from the existing school site, as well as shortening the length of the access easement over School District property, when compared to existing

conditions. This is a marked improvement from existing conditions, and as a result, the Project serves another important and independent public purpose.

This notice is sent to advise the School District that on April 11, 2024, the Board of Directors of the Cambria Community Services District will be asked to consider adoption of a resolution of necessity, declaring the public interest and necessity requiring acquisition of approximately 2.39 acres of the Larger Parcel in fee (0.78 acres of usable land, and 1.61 acres of creek woodland area), as well as three pipeline easements, an access easement, and a combined pipeline and shared road easement (collectively, the “Subject Property”). The area acquired in fee contains CCSD’s SR4 well site, treatment plant and associated facilities/infrastructure –these improvements are already owned by CCSD, but the underlying real property is not. The proposed grant deed and easements to be acquired will be provided in advance of the hearing, although the property interests to be acquired are fully and specifically described in Exhibit 1 to Exhibit A hereto (see, pp. 14-15).

California Code of Civil Procedure section 1240.030 provides that the power of eminent domain may be exercised to acquire property for public use if the following conditions are established:

- A. The public interest and necessity require the project.
- B. The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
- C. The property sought to be acquired is necessary for the project.

Additionally, because the Subject Property is owned by a public agency, pursuant to Code of Civil Procedure section 1240.610, the power of eminent domain may be exercised here if it is established that the use for which the Subject Property is sought to be taken is a more necessary public use than the use for which the Subject Property is currently appropriated. However, CCSD has already been using the Subject Property to supply critically needed water to the community for more than two decades and, arguably, it is CCSD, not the School District, that is currently appropriating the Subject Property to a public use pursuant to Code of Civil Procedure sections 1240.610 and 1240.660.

This notice is sent to inform the School District that at its regularly scheduled public meeting on April 11, 2024, the Board of Directors of the Cambria Community Services District will be asked to decide if the above conditions have been met concerning CCSD’s acquisition of the above-referenced Subject Property, and whether CCSD has complied with all other procedural requirements for utilizing the power of eminent domain to acquire the Subject Property. If these conditions are met, the Board of Directors will be asked to adopt a resolution of necessity, which is a prerequisite for CCSD’s initiation of eminent domain proceedings to acquire the Subject Property. In particular, this meeting at which the proposed resolution of necessity will be considered will be held at or about 1:00 pm at the Veterans' Memorial Hall located at 1000 Main Street, Cambria, CA 93428.

At this public meeting, the Board of Directors will also be asked to make a finding that the environmental impacts associated with the resolution of necessity have been adequately reviewed under the California Environmental Quality Act (“CEQA”), and specifically, that the Board’s adoption of the resolution is both statutorily and categorically exempt from CEQA, and no exceptions to the categorical exemptions apply.

Please be advised that a representative of the School District is entitled to appear and be heard on any of the matters encompassed within the resolution, including the above-described proposed CEQA findings, any of the above-described matters set forth in Code of Civil Procedure section 1240.030, and whether the CCSD has met all legal prerequisites to the exercise of eminent domain to acquire the property interests proposed. The School District’s representative may appear in person or remotely via Zoom, as described in the instructions posted on CCSD’s website for the April 11, 2024 hearing at <https://www.cambriacsd.org/2024-04-11-board-meeting>. Please take notice that if the School District wishes to legally challenge any action taken by the adoption of the resolution of necessity, or any of the matters listed herein, it may be limited in court to raising only those issues raised at the resolution of necessity hearing, or in written correspondence delivered to CCSD at, or prior to, the hearing on the matter. Please take further notice that pursuant to Code of Civil Procedure section 1245.235(b)(3), **failure to file a written request to appear and be heard within 15 days after this notice was mailed will result in waiver of the right to appear and be heard on certain matters**, *i.e.*, the matters set forth in Code of Civil Procedure section 1240.030, and may result in the waiver of objections in any later legal proceeding which may follow. The School District may address the request to appear as follows: General Manager, 1316 Tamsen Street, Suite 201, Cambria, CA 93428.

The Board of Directors must adopt a resolution of necessity before an eminent domain proceeding can commence. Within six months after the adoption of the resolution of necessity, CCSD may commence eminent domain proceedings in San Luis Obispo County Superior Court. In any such proceeding, the court will be asked to determine the amount of just compensation to which the School District may be entitled in the event the Subject Property is taken in eminent domain. CCSD may also move for prejudgment possession within 60 days of the filing of its eminent domain proceedings.

Neither the pendency of the Board of Director’s consideration of the resolution of necessity, nor the initiation of formal eminent domain proceedings in the future, in any way prevents further negotiations from occurring for the acquisition of the Subject Property, and CCSD is most willing to continue such negotiations in good faith with the hope of avoiding the need to file a lawsuit. At present, CCSD’s previous offer of \$151,507 still stands, the basis for which was provided to you in CCSD’s November 27, 2023 offer letter. (See, Exhibit 1 to Exhibit A.)

If you have any questions, please do not hesitate to contact me at (805) 927-6230 or mmcelhenie@cambriacsd.org. Thank you for your consideration of this matter.

Sincerely,

Matthew McElhenie

Matthew McElhenie
General Manager, Cambria Community Services District

Cc: CCSD Board of Directors
Timothy Carmel, District Counsel
Alan Fenstermacher, Special Counsel

Exhibit A – November 27, 2023 Offer Letter and attached Summary of Appraisal

CAMBRIA COMMUNITY SERVICES DISTRICT

DIRECTORS:

KAREN DEAN, President
TOM GRAY, Vice President
HARRY FARMER, Director
DEBRA SCOTT, Director
MICHAEL THOMAS, Director



OFFICERS:

MATTHEW MCELHENIE, General Manager
TIMOTHY J. CARMEL, District Counsel

Physical address: 1316 Tamsen Street, Suite 201, Cambria, CA 93428
Mailing address: P.O. Box 65 • Cambria, CA 93428
Telephone (805) 927-6223 • Facsimile (805) 927-5584

November 27, 2023

VIA EMAIL AND CERTIFIED MAIL RETURN RECEIPT REQUESTED

Coast Unified School District
Attn: Scott Smith
1250 Main Street
Cambria, CA 93428
ssmith@coastalusd.org

Re: Offer to Purchase Real Property (Cal. Gov. Code §§ 7267.1 and 7267.2)
Project: S4 Well Site and Access Easement
Site Location: 2950 Santa Rosa Creek Road, Cambria CA; east of the intersection
of Main Street and Santa Rosa Creek Road, just north of Santa Rosa Creek,
Cambria, CA
APN: 013-081-075

Dear Mr. Smith:

Cambria Community Services District (“CCSD”) understands that the Coast Unified School District (“CUSD”) owns approximately 39.8 acres of certain real property east of the intersection of Main Street and Santa Rosa Creek Road, just north of Santa Rosa Creek, designated as Assessor Parcel 013-081-075 and generally located at 2950 Santa Rosa Creek Road, Cambria, CA (“Larger Parcel”). Coast Union High School is located on the Larger Parcel.

CCSD intends to acquire a portion of the Larger Parcel where its SR4 well, treatment plant and related facilities are located, as well as permanent access rights thereto, and permanent rights for the location of its underground pipelines serving its facilities on the Larger Parcel (“Project”). The Project is critical to maintaining a sufficient, clean and safe water supply for the town of Cambria, and is in the interest of the public’s health and safety. As such, the Project fulfills an important public purpose, and would put the portion of the Larger Parcel to be acquired– a generally vacant, unused portion of the Larger Parcel, except for CCSD’s existing facilities – to a more public use. The Project would also erect fencing, and make the existing conditions on the Larger Parcel much safer, by physically separating the CCSD facilities and access road from the existing school site. This is a marked improvement from existing conditions, and as a result, the Project serves another independent public purpose.

As described in more detail in the Summary Statement of Basis for Just Compensation attached hereto as Exhibit 1, the Project would require CCSD to acquire approximately 2.39 acres of the Larger Parcel in fee (0.78 acres of usable land, and 1.61 acres of creek woodland area), as well as three pipeline easements, an access easement, and a combined pipeline and shared road easement (collectively, the “Subject Property”). The area acquired in fee contains CCSD’s SR4 well site, treatment plant and associated facilities/infrastructure – these improvements are already owned by CCSD, but the underlying real property is not.

Offer for Purchase: Subject to, and upon the terms and conditions set forth below, CCSD offers to purchase the above-described Subject Property for **\$151,507** (“Purchase Price”). As required by California law, this offer is based on, and not less than, the fair market value of the Subject Property as determined by an independent appraisal, which CCSD has approved and determines accurately reflects the full amount just compensation for the Subject Property. If for any reason you are not satisfied with this offer of just compensation, and have relevant information regarding the value of the property that you would like CCSD to consider, it will be happy to do so.

Both the Larger Parcel and the Subject Property were appraised in November 2023 by Stuart D. DuVall, MAI, of George Hamilton Jones, Inc., using a date of value of October 20, 2023. If you would like to conduct a site visit with Mr. DuVall, we are happy to arrange that – Mr. DuVall’s request for access to the Subject Property was previously denied by CUSD. The relevant summary appraisal statement, which more fully explains the basis for the Purchase Price, is attached hereto as Exhibit 1.

The Purchase Price does not reflect any relocation assistance, benefits, or payments, if any, that you may be entitled to receive (*see*, California Government Code Sections 7260 *et seq.*), nor does it include any compensation for loss of goodwill. The requirements for establishing goodwill loss are set forth in California Code of Civil Procedure section 1263.510. The Purchase Price disregards any decrease or increase in the fair market value of the Property prior to the date of valuation, caused by the public improvement for which the property is to be acquired for such public interest, other than that due to physical deterioration within the reasonable control of the owner or occupant.

CCSD acquires property only when it is necessary to do so, and through voluntary purchase if possible. In accordance with applicable law, CCSD has reviewed and approved the appraisal of the fair market cash value of the Subject Property. Pursuant to Government Code section 7267.2, CCSD has enclosed for your reference an informational pamphlet providing an overview of the eminent domain process and of your rights, attached hereto as Exhibit 2. This pamphlet is being provided to you for informational purposes only and is not to be construed as legal advice.

CCSD plans to use the Subject Property for the proposed Project as soon as CCSD acquires the necessary property interests for the Project – thus, CCSD does not offer a leaseback agreement for the Subject Property pursuant to Code of Civil Procedure section 1263.615.

As a condition of this offer, CCSD reserves all rights and remedies it has or may have against you and all persons or entities who may be responsible for any environmental contamination or any hazardous materials that may exist or may have existed on or migrating to or from the Property, including all rights to seek damages or other remedies pursuant to any environmental laws.

If this offer is acceptable to you, please so indicate to the undersigned, in writing. Upon your acceptance, CCSD will prepare and forward to you an Agreement for Purchase and Sale of the Subject Property. This offer is subject to, and conditioned upon the acceptance of the terms of such an Agreement. Upon receipt of a signed agreement, the matter will be reviewed by the CCSD Board of Directors, which has final ratification authority.

Offer to Pay Reasonable Costs of an Independent Appraisal Pursuant to Code of Civil Procedure

Section 1263.025: If you wish to obtain an independent appraisal of the Subject Property, in accordance with California Code of Civil Procedure section 1263.025(a), CCSD hereby offers to reimburse you for the actual reasonable costs, not to exceed \$5,000.00 (Five Thousand Dollars), of such an independent appraisal. Any independent appraisal must be conducted by an appraiser licensed by the California Bureau of Real Estate Appraisers. Please notify the undersigned within 30 days of the date of this offer letter if you wish to obtain an independent appraisal of the Easement.

Admissibility of this Offer: If for any reason you reject CCSD's offer, please be advised that this offer letter and enclosures are made under the provisions of California Evidence Code sections 1152 and 1154, and shall not be admissible in any eminent domain proceeding, or any other action for any purpose prohibited under these sections.

Thank you for your attention on this matter, and we look forward to hearing from you. Please do not hesitate to reach out by email to Matthew McElhenie, General Manager, mmcelhenie@cambriacsd.org or by phone at (805) 927-6230, should you have any questions.

Sincerely,

Matthew McElhenie

Matthew McElhenie
General Manager
Cambria Community Services District

STATEMENT OF BASIS FOR JUST COMPENSATION

(Appraisal Summary)

Acquisitions by Cambria Community Services District From Coast Union High School Site, Cambria, California

Introduction: The Cambria Community Services District (CCSD) is considering the acquisition of various property rights including fee land and easements from the Coast Unified School District (CUSD) for the operation of Water Well SR4 and ancillary improvements located on the site of Coast Union High School in Cambria, California. The high school has occupied the site for more than 40 years. The CCSD developed the well, a small water treatment facility and associated pipes more than 20 years ago and currently operates the facilities under a short-term agreement with CUSD.

The following information outlines the foundation for the Cambria Community Services District (CCSD) offer of just compensation for the property interests to be acquired.

Estimated Just Compensation: \$151,507

Property Owner: Coast Unified School District

Property Address: 2950 Santa Rosa Creek Road, Cambria, CA 93428

Property Location: Approximately ½ mile northeasterly of downtown Cambria between Santa Rosa Creek Road and Santa Rosa Creek.

Assessor Parcel Numbers: 013-081-075

Date of Value: October 20, 2023

Date of Report: November 16, 2023

Property Rights Appraised: Fee interest in Larger Parcel (CUHS site)
Fee interest in the Remainder Property (CUHS remaining site)
Water well and treatment plant site (fee acquisition)
Two underground water pipeline easements
Combined underground water pipeline and road easement
Underground sewer pipeline easement
Driveway use easement for access

Purpose of the Appraisal: To estimate the fair market value of the fee interest in the Larger Parcel, the value of the property rights acquired, the

STATEMENT OF BASIS FOR JUST COMPENSATION - continued

Remainder value, and the net severance damages, if any.

Definition of Fair Market Value¹:

- a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.
- b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

Larger Parcel:

The Larger Parcel is judged to be the Coast Union High School site, exclusive of the school buildings and improvements. See Exhibit A (aerial photo) and B (Assessor Parcel Map) in the Addenda.

Size: Approximately 38.38 acres or 1,671,833 sq. ft.
Usable area is approximately 30 acres exclusive of creek and woodlands area.

Shape: Irregular

Topography: Relatively flat near street grade with elevations typically ranging from 85 to 95 feet.

Access: From Santa Rosa Creek Road (2,700± lineal feet of frontage). Local, two lane paved roadway. Nine driveway aprons.

Land Use Regulations: Public Facilities Zone (for high school use) within the Coastal Zone. However, zoning would otherwise be Agriculture zone considering location, size, and zoning of adjacent parcels.

Utilities: Water provided by Cambria Community Services District within the East Village Service Area. Electricity is provided by PG&E. Septic system.

¹ Source: Section 1263.320, California Code of Civil Procedure

STATEMENT OF BASIS FOR JUST COMPENSATION - continued

Improvements: The Larger Parcel is improved with the school buildings, athletic fields and ancillary improvements of Coast Union High School and Leffingwell Continuation High School. These improvements are generally excluded from consideration in this appraisal.

Current Use: Coast Union High School and Leffingwell Continuation High School.

Use Appraised: For the purposes of this assignment, the Larger Parcel is appraised considering its land value only since the school buildings and nearly all other improvements other than some service roads and grass fields are not impacted by the acquisition.

Highest & Best Use: As though vacant, development to a high school. However, if not a high school site, the highest and best use of the land would be for rural residential farm or ranch use including up to two single family residences. As improved, continuation of the high school uses.

Larger Parcel Valuation Methodology: Sales Comparison Approach.

Sales Data Utilized: See Land Sales Data Summary (attached Exhibit C) and Land Sales Data Map (attached Exhibit D) and aerial photos and maps depicting the sales data which follow in the Addenda.

Fair Market Value of Larger Parcel: \$2,940,000
Equivalent to 30 usable acres @ \$98,000/acre
Equivalent to 38.38± total acres @ \$76,602/acre²

Proposed Acquisitions: See the aerial photo below showing the approximate location of the fee area and easements to be acquired. The following Attachments 1 through 6 depict the approximate location and configuration of each easement. Accurate legal descriptions and area calculations are not yet available for all but the sewer easement.³

² It is beyond the scope of this assignment to estimate a dollar value for the contributory value of the “non-usable” area. Judging from development patterns, land use restrictions and other factors, the contributory acreage value for the non-usable land appears to be only a very small, or nominal, fraction of the acreage value of the “usable area”.

³ See the legal description and diagrams in the Addenda for the sewer pipeline easement.

STATEMENT OF BASIS FOR JUST COMPENSATION - continued

Remainder value, and the net severance damages, if any.

Definition of Fair Market Value¹:

a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

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Usable area is approximately 30 acres exclusive of creek and woodlands area.

Shape: Irregular

Topography: Relatively flat near street grade with elevations typically ranging from 85 to 95 feet.

Access: From Santa Rosa Creek Road (2,700± lineal feet of frontage). Local, two lane paved roadway. Nine driveway aprons.

Land Use Regulations: Public Facilities Zone (for high school use) within the Coastal Zone. However, zoning would otherwise be Agriculture zone considering location, size, and zoning of adjacent parcels.

Utilities: Water provided by Cambria Community Services District within the East Village Service Area. Electricity is provided by PG&E. Septic system.

¹ Source: Section 1263.320, California Code of Civil Procedure

**Aerial Photo of Larger Parcel
Showing Approximate Location of Acquisitions**

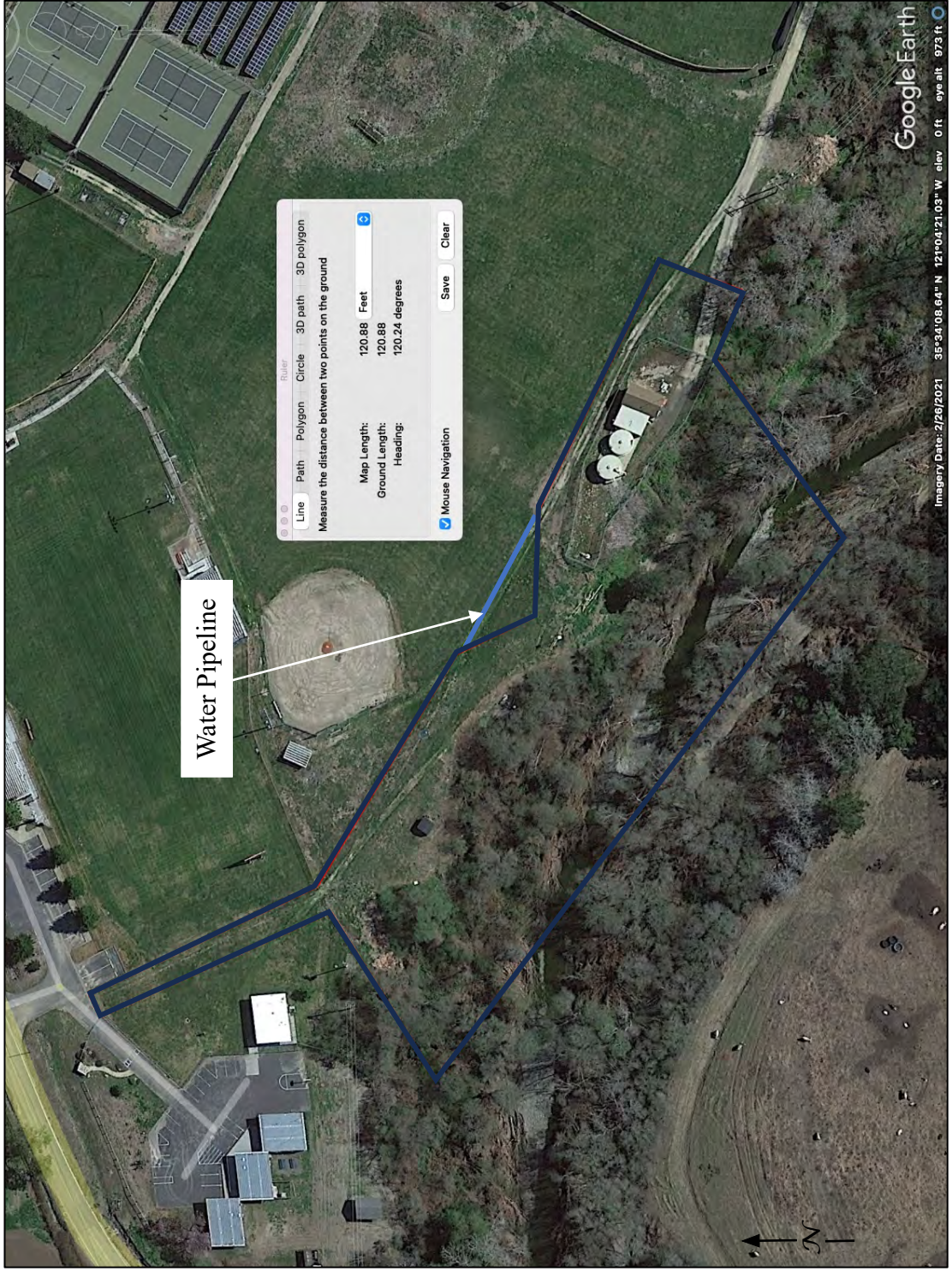


- 1** Well site, water treatment plant, underground pipeline, and access. (Fee)
- 2, 3** Underground water pipeline easements
- 4** Underground water pipeline easement and shared road access easement
- 5** Underground sewer pipeline easement
- 6** Driveway access easement

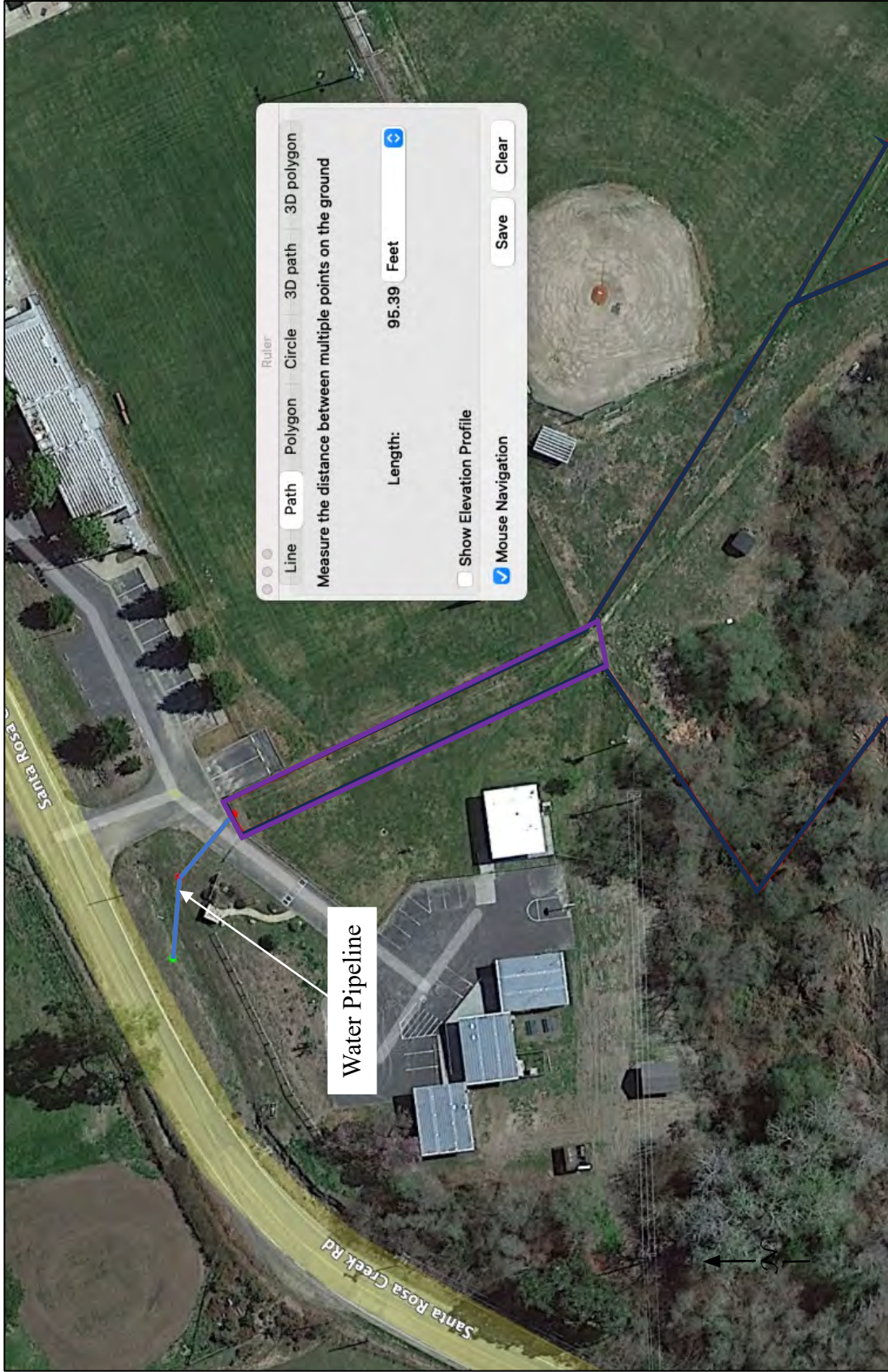
Attachment 1 Approximate Area of Well Site, Treatment Plant, Pipeline and Access Acquisition



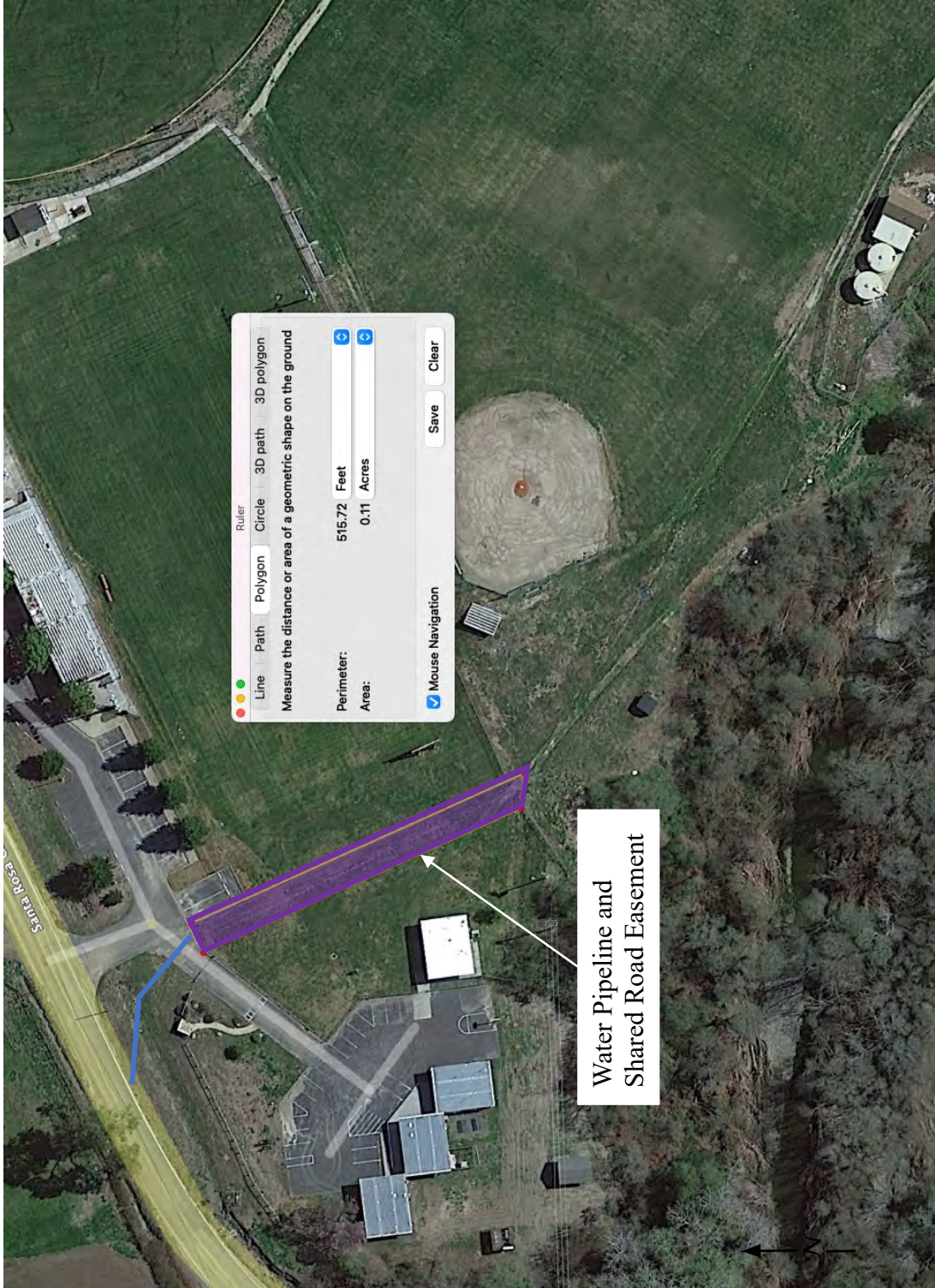
Attachment 2
Approximate Location of 20-foot Wide Underground Water Pipeline Easement Under Right Field



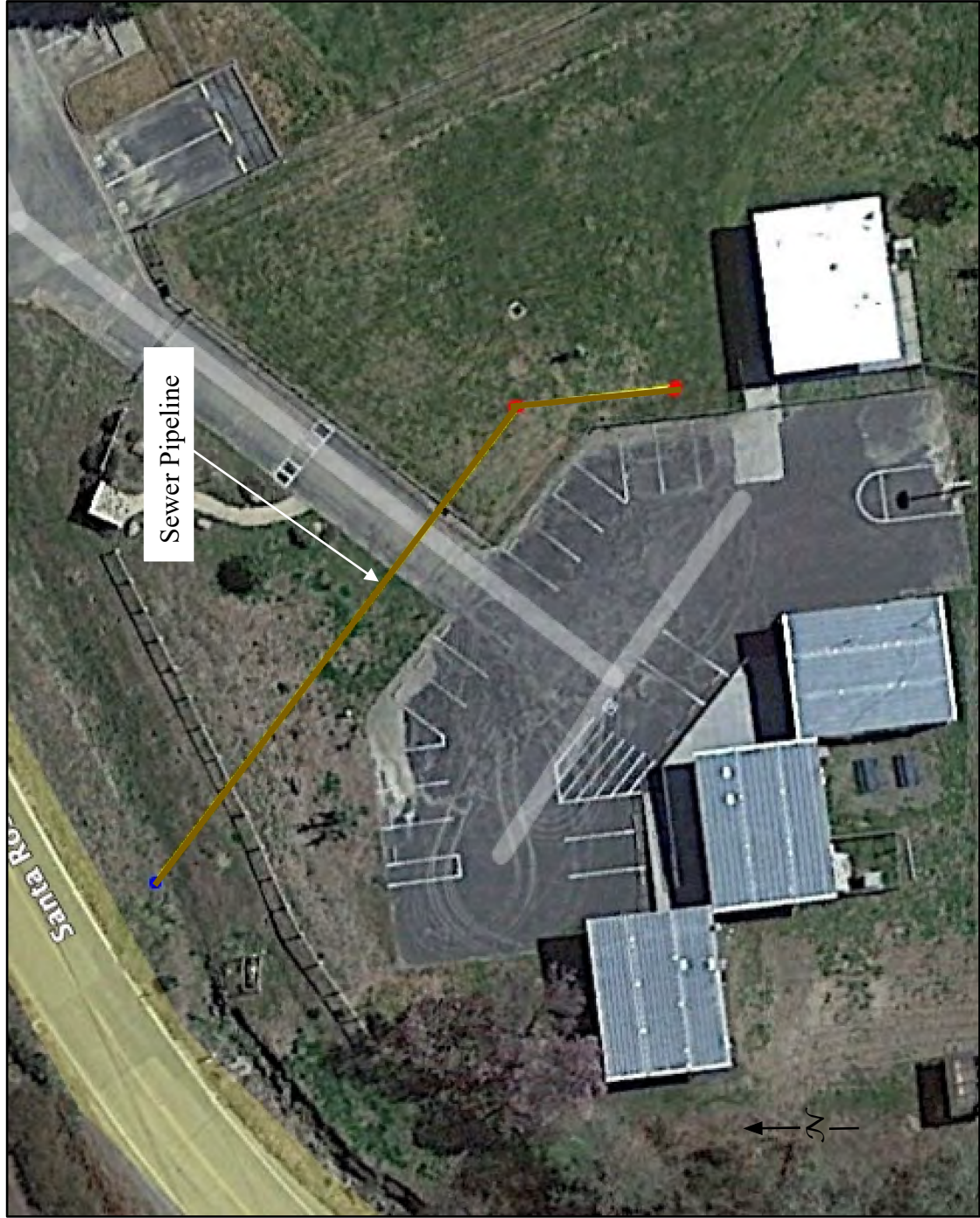
Attachment 3
Approximate Location of 20-foot Wide Underground Water Pipeline Easement Near Road



Attachment 4
Approximate Location of 20-foot Wide Water Pipeline & Shared Road Easement



Attachment 5
Approx. Location of 10-ft. wide Underground Sewer Pipeline Easement (184-foot angled)



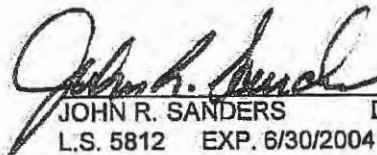
**SEWER EASEMENT
ATTACHMENT 6a
LEGAL DESCRIPTION**

BEING A PORTION OF SECTIONS 23 AND 24, TOWNSHIP 27 SOUTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA AS DESCRIBED IN THE DEED RECORDED NOVEMBER 4, 1997, AS DOCUMENT 1997-062812 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AN EASEMENT 10 FEET IN WIDTH, LYING 5 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

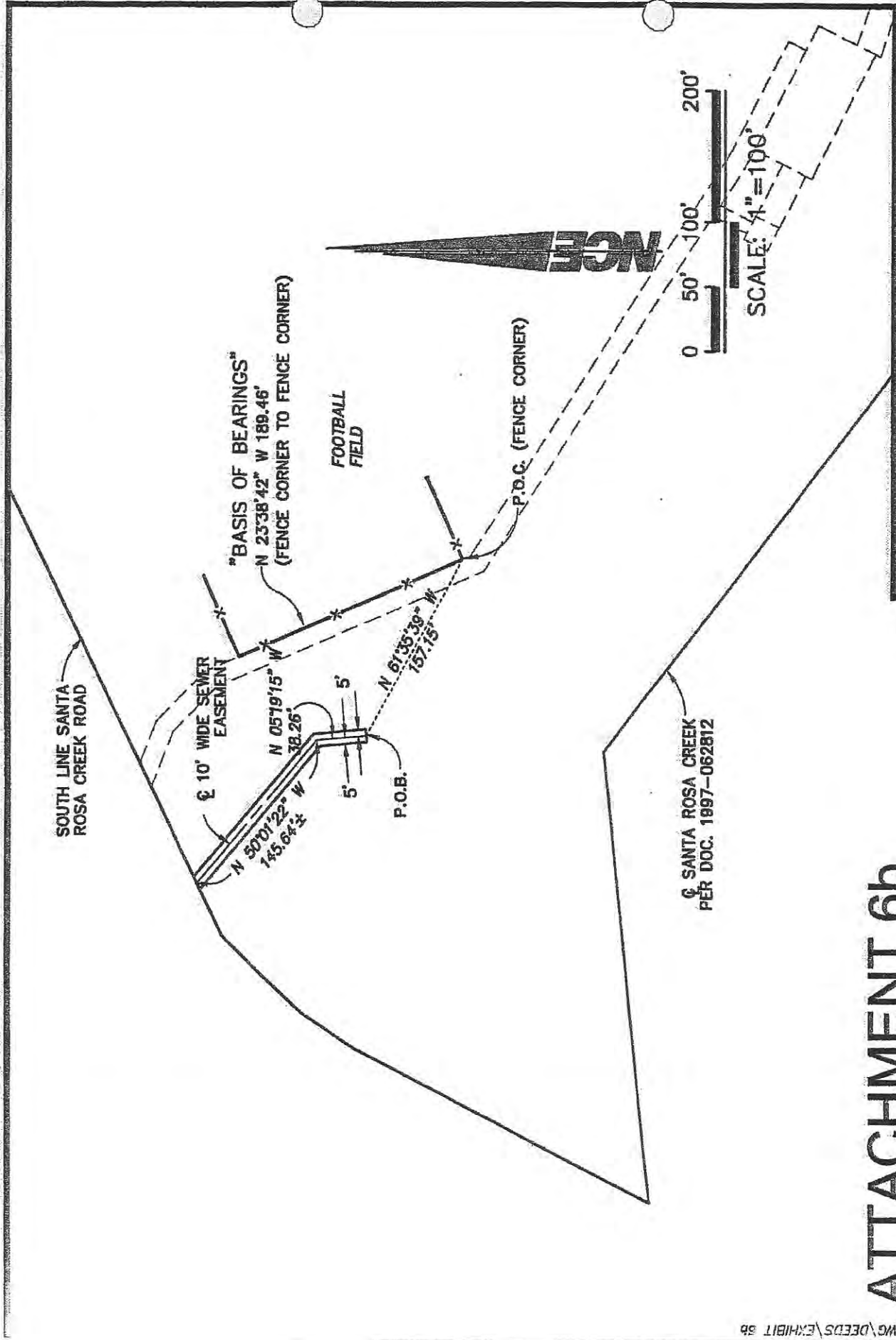
COMMENCING AT THE SOUTHWESTERLY FENCE CORNER OF THE FENCE AROUND THE FOOTBALL FIELD (THE WESTERLY LINE OF SAID FENCE BEING THE BASIS OF BEARING FOR THIS DESCRIPTION); THENCE NORTH 61°35'39" WEST, 157.15 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 5°19'15" WEST, 38.26 FEET; THENCE NORTH 50°01'22" WEST, 145.64 FEET MORE OR LESS TO A POINT ON THE SOUTHERLY LINE OF SANTA ROSA CREEK ROAD AND THE TERMINUS OF THIS DESCRIPTION.

SEE ATTACHMENT 6b ATTACHED HERETO AND MADE A PART HEREOF.

 11-21-00
JOHN R. SANDERS DATE
L.S. 5812 EXP. 6/30/2004



I:\00132\Document\Legal - Sewer Easement.doc
November 16, 2000

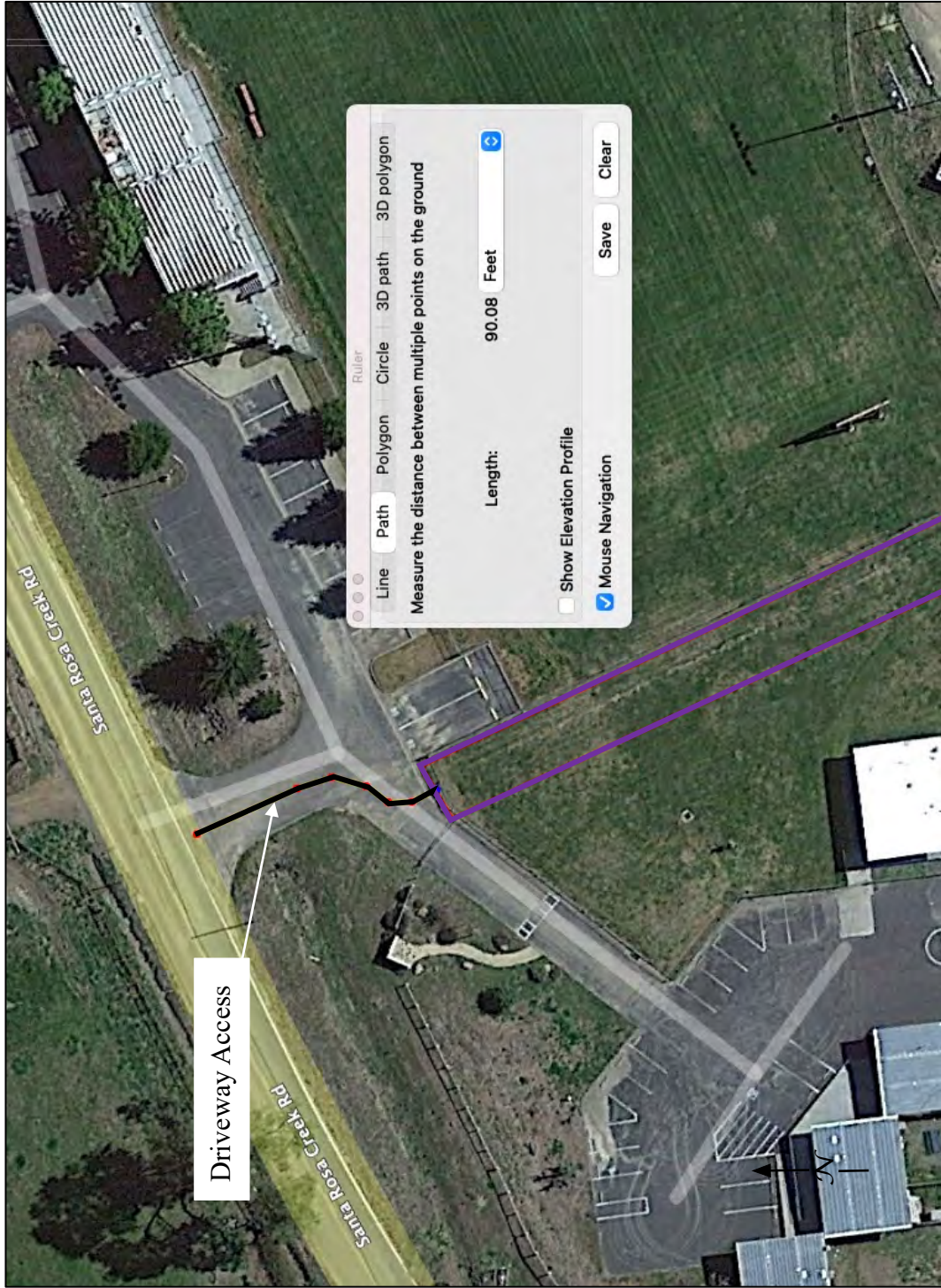


NCE NORTH COAST ENGINEERING INC.
 725 Creston Rd Suite B, Paso Robles, 239-3127

ATTACHMENT 6b

J:\00132\DWG\DEEDS\EXHIBIT 6b

Attachment 6 Approximate Location of Driveway Access Easement



STATEMENT OF BASIS FOR JUST COMPENSATION - continued

Acquisition Valuations:

The critical portion of the acquisitions are all within the “usable” areas of the Larger Parcel site. The majority of the acquisition area is being acquired in fee. The fee acquisition area is valued at the average acreage value for the Larger Parcel plus an additional amount for minor improvements such gravel roadways, grass turf and irrigation that may be within the acquired area. The valuation assumes that CCSD’s contractor will reconnect and/or re-route any irrigation systems that are severed or damaged by its project.

CCSD is not acquiring the CUSD’s water rights, wells, pipes or ancillary equipment within the fee acquisition area. CUSD will retain rights for personnel and equipment to access and maintain their wells, pipes and ancillary equipment without interfering with CCSD’s operation.

There are three pipeline easement acquisitions, an access easement, and a combined pipeline and shared road easement. The easements valuations are expressed as a percentage of the total utility of the property area each encumbers. The underground pipeline easements are not shared but they prevent the CUSD from building over the top of them. After consideration of their locations along the perimeter of the high school site in areas that are not likely building locations they have been valued at 50% of unencumbered fee site value. The shared access easement is also valued at 50%. The combined pipeline and shared access easement is valued at 75%. A worksheet for each acquisition valuation is shown below.

1. Fee Acquisition for Well Site, Treatment Plant, Pipelines and Access				
See Attachment 1. 2.39 acres enclosed by a fence along the southwesterly boundary of the school site. Includes approximately 0.78 acres of usable land and approximately 1.61 acres of creek woodland area.				
Unencumbered Usable Land	0.78 acres @	\$98,000 per acre x	100% =	\$76,440
Grass lawn improvements	0.53 acres @	\$76,000 per acre x	100% =	\$40,280
Gravel road improvements	0.07 acres @	\$62,000 per acre x	100% =	\$4,340
Creek Woodland Land	1.61 acres @	Nominal value		
Total				\$121,060

2. Underground Water Pipeline Easement Under Right Field Corner of Softball Field				
See Attachment 2. Approximately 20' x 120' straight path outside of larger fenced enclosure. Outfield grass and irrigation to be repaired or replaced if disturbed. Limits surface use to groundcover, paving or small shrubs. At edge of sports fields away from building areas. 50% of utility acquired.				
Unencumbered Usable Land	0.0551 acres @	\$98,000 per acre x	50% =	\$2,700

STATEMENT OF BASIS FOR JUST COMPENSATION - continued

3. Underground Water Pipeline Easement Near Santa Rosa Creek Road				
See Attachment 3. Approximately 20' x 95' angled path under driveway and groundcover. Surface improvements to be repaired or replaced if disturbed. Limits surface use to groundcover, paving or small shrubs. At edge of site away from building areas. 50% of utility acquired.				
Unencumbered Usable Land	0.0436	acres @	\$98,000 per acre x 50% =	\$2,137

4. Underground Water Pipeline and Shared Access Road Easement Beyond Football Field				
See Attachment 4. Approximately 20' x 240' between parking lot and fee acquisition area. Shared use with CUSD. Grass lawn to be replaced by asphalt paved road. Irrigation to be repaired if disturbed. Along southwesterly edge of football field fence. 75% of utility acquired.				
Unencumbered Usable Land	0.1102	acres @	\$98,000 per acre x 75% =	\$8,099
Grass lawn improvements	0.1102	acres @	\$76,000 per acre x 100% =	<u>\$8,375</u>
Total				\$16,474

5. Underground Sewer Pipe Easement to Santa Rosa Creek Rd. From Leffingwell Continuation HS				
See Attachment 5. Approximately 10' x 184' angled path. Grass lawn and paving to be repaired or replaced if disturbed. Limits surface use to paving, groundcover and/or small shrubs. Along edge of parking lot to property boundary. 50% of utility acquired.				
Unencumbered Usable Land	0.0422	acres @	\$98,000 per acre x 50% =	\$2,070

6. Easement to Use Driveways for Access Between Santa Rosa Cr. Rd. and CCSD Fenced Area				
See Attachment 6. Approximately 20' x 90' irregular path. Shared roadway with CUSD. Relocatable. Use of surface paving (\$244,000/acre). 50% of utility acquired.				
Unencumbered Usable Land	0.0413	acres @	\$98,000 per acre x 50% =	\$2,025
Asphalt Paving	0.0413	acres @	\$244,000 per acre x 50% =	<u>\$5,041</u>
Total				\$7,066

Summary of Acquisitions:	
1. Well Site, Treatment Plant, Pipelines, and Access (Fee Acquisition)	\$121,060
2. Underground Water Pipeline Easement - Right Field	\$2,700
3. Underground Water Pipeline Easement - Near Santa Rosa Creek Road	\$2,137
4. Underground Water Pipeline and Shared Access Road Easement	\$16,474
5. Underground Sewer Pipeline Easement From LCHS to Road	\$2,070
6. Easement to Use Driveways for Access near Santa Rosa Creek Road	<u>\$7,066</u>
Total Acquisitions:	\$151,507

Project Improvements: The existing water well, water treatment plant, underground pipelines and other ancillary improvements that have been in place within the acquisition areas for more than 20 years. There are no plans to change the structures or the piping.

CCSD is planning to build an access road from the Leffingwell Continuation High School driveway to the well site and treatment plant enclosure within the fee acquisition area. The roadway will be asphalt paved and of sufficient strength to support 80,000 lb. trucks. The fee acquisition area will be enclosed with a 6-foot high chain link fence extending to the

STATEMENT OF BASIS FOR JUST COMPENSATION - continued

creek bed. There will be locked gates at either end to allow authorized vehicle traffic through. CUSD will have keys to the gate and be permitted to use the CCSD road and to access the CUSD wells, pipes and ancillary improvements within the fee acquisition area. There will also be a gate to access the underground pipeline easement in right field of the softball field.

The CCSD SR4 well operates seasonally between May 1 and October 31. The well can also be used during emergencies. The annual allocation is 354 acre-feet.

The well is 120 feet deep and powered by a 30 horsepower electric submersible pump. The treatment plant is within a masonry building. There is no noise or odor emanating from the enclosure.

The pipes carrying water to Santa Rosa Creek Road are 12-inch diameter steel pipes set approximately 36 inches below the surface.

A CCSD employee makes a routine maintenance check once per day in a regular pick-up truck. During the operation months, an 80,000 lb. (maximum) tank truck or stake bed truck delivers chlorine to the treatment plant twice per month.

Remainder Value (Before):

The Remainder is the property remaining in the owner's possession after the permanent acquisitions. The Remainder Value (Before) is simply the value of the Larger Parcel after subtracting the value of the parts permanently acquired, before taking into account the effects of the acquisition and the operation of the CCSD water well and associated improvements.

1	Value of Larger Parcel (Site Only)	\$2,940,000
2	Value of Parts Taken Permanently Including:	\$151,507
	Well Site, Treatment Plant, Pipelines, Access (Fee)	\$121,060
	Underground Water Pipeline - Right Field	\$2,700
	Underground Water Pipeline - Near Road	\$2,137
	Underground Water Pipeline and Shared Road Easement	\$16,474
	Underground Sewer Pipeline From LCHS to SRC Road	\$2,070
	Driveway Access Easement Near SRC Road	\$7,066
3	Value of Remainder in Before Condition (1 - 2)	\$2,788,493

STATEMENT OF BASIS FOR JUST COMPENSATION - continued

Effects to the Remainder
Property

(Damages and/or Benefits):

Gross severance damages occur if the acquisition, and construction and operation of the CCSD's project, reduce the value of the Remainder property. Benefits are those effects that increase the value of the Remainder. The value of benefits may offset severance damages but may not be applied to reduce compensation for the parts taken.

The well, treatment plant and underground easements and improvements are generally along the boundary of the Larger Parcel or in open areas of the site that are likely to remain as open area, and do not interfere with the operation of the high school. The access driveway easement is located within existing school driveways and is relocatable. The larger CCSD trucks only use the roadways about 12 times per year (twice per month for six months).

CUSD will still have access around the entire school and access to their wells and related improvements.

CCSD will protect in place, repair, replace or restore severed irrigation lines and other irrigation improvements, if any, that may impact the Remainder property.

A minor element of severance damage is that a 0.02-acre portion of the existing gravel roadway that crosses the right field corner of the nearby softball field will be cut off from the rest of the gravel roadway. However, CUSD will still be able to access the softball diamond from the other direction or through CCSD fee acquisition area. I have considered damages to be the loss of use of the gravel road improvements valued on a 100% cost basis of \$62,000 per acre for 0.02 acres or \$1,240.

As a result of the CCSD fencing and access control, the CUSD's well facilities will be more secure than before and accessible by better roadway improvements to be maintained by CCSD. These benefits are considered to offset the minor severance damages.

Remainder Value (After):

In this instance, the Remainder Value (After) is judged to be equal to the Remainder Value (Before).

STATEMENT OF BASIS FOR JUST COMPENSATION - continued

Net Severance Damages: Net severance damages result when the Remainder Value (After), considering severance damages and offsetting benefits, is less than the Remainder Value (Before).

There are no net severance damages in this instance.

Total Just Compensation: Total just compensation is estimated by adding the value of the parts acquired, net severance damages, if any, and temporary construction easements, if any. See the summary of conclusions below.

1	Value of Larger Parcel (Site Only)	\$2,940,000	
2	Value of Parts Taken Permanently Including:	\$151,507	\$151,507
	Well Site, Treatment Plant, Pipelines, Access (Fee)	\$121,060	
	Underground Water Pipeline - Right Field	\$2,700	
	Underground Water Pipeline - Near Road	\$2,137	
	Underground Water Pipeline and Shared Road Easement	\$16,474	
	Underground Sewer Pipeline From LCHS to SRC Road	\$2,070	
	Driveway Access Easement Near SRC Road	\$7,066	
3	Value of Remainder in Before Condition (1 - 2)	\$2,788,493	
4	Value of Remainder After, Excluding Benefits	\$2,787,253	
5	Gross Severance Damages (3 - 4)	\$1,240	
6	Value of Remainder After, Including Benefits	\$2,788,493	
7	Benefits (6 - 4)	\$1,240	
8	Net Severance Damages (5 - 7)	\$0	\$0
9	Value of Temporary Construction Easements	\$0	<u>\$0</u>
10	Indicated Just Compensation (2 + 8 + 9)		\$151,507

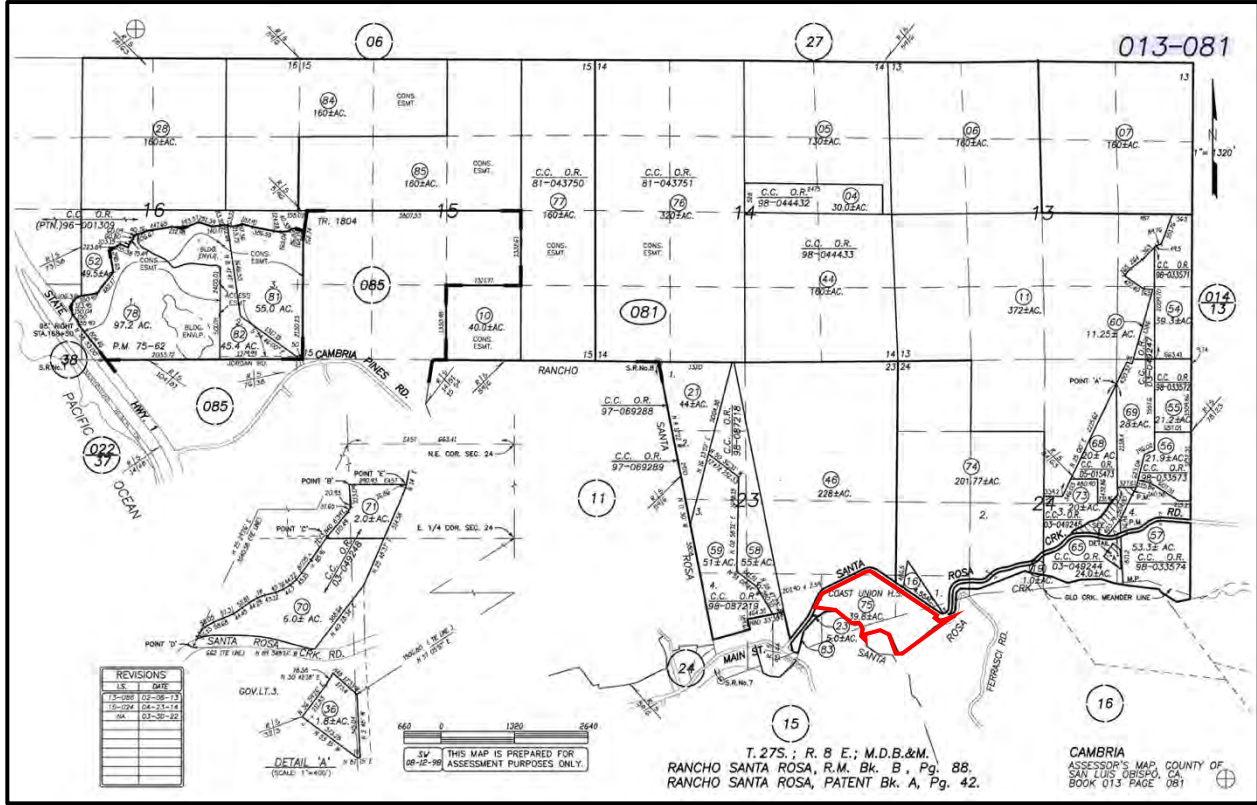
Statement prepared by: Stuart D. DuVall, MAI
 George Hamilton Jones, Inc.
 November 17, 2023

Addenda

Exhibit A
Aerial Photo of Larger Parcel
(Coast Union High School Site)



Exhibit B Larger Parcel (Coast Union High School Site)



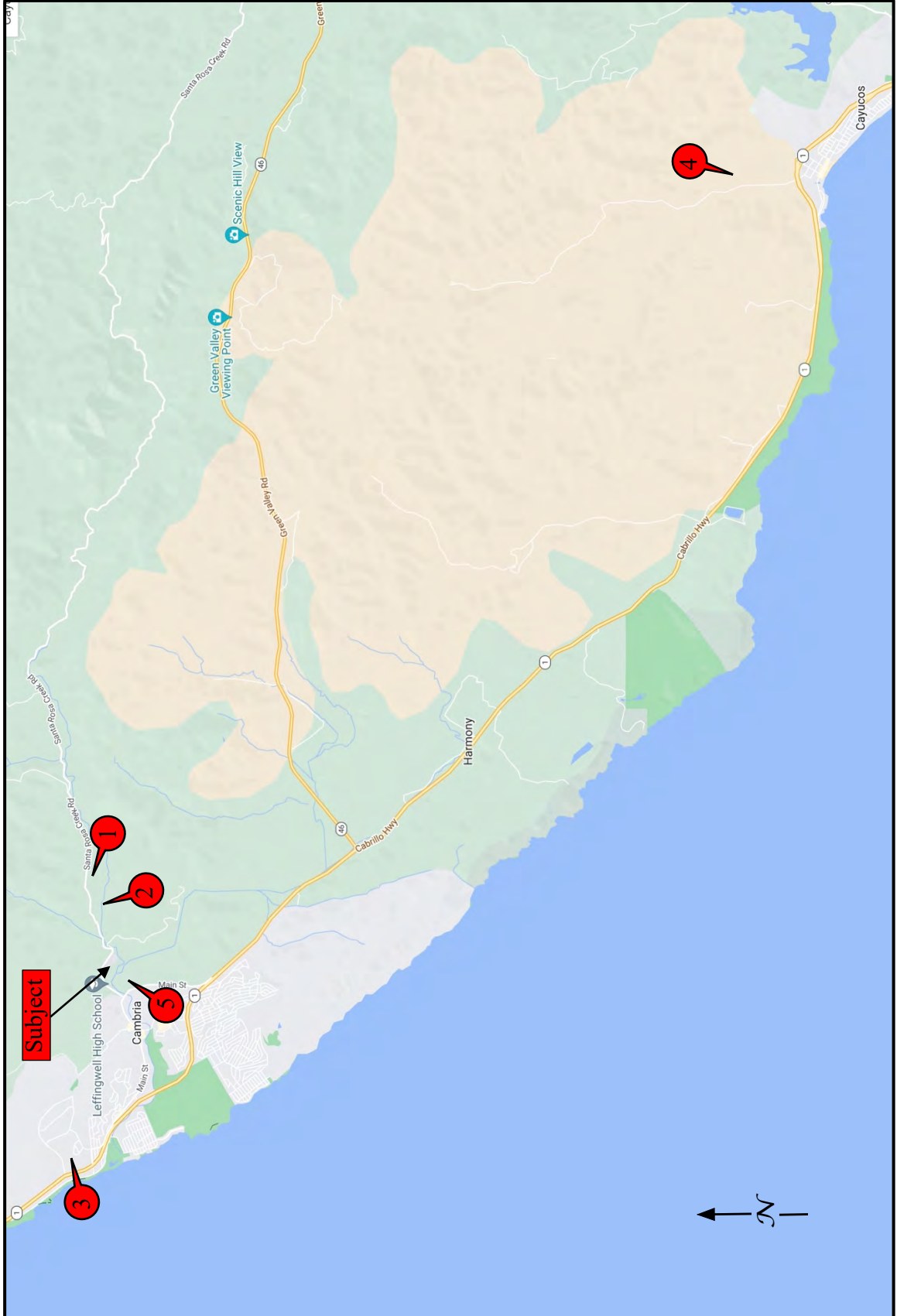
Assessor Parcel Number: 013-081-075

Exhibit C

Land Sales Data Summary

Sale No.	Location Assessor Parcel No.	Seller Buyer	Recording Date Document No.	Sale Price	Acres Shape	\$ per Acre Terms	Zoning	Remarks
Subject	Coast Union High School Site 2950 Santa Rosa Creek Road Cambria, CA 031-081-075	Coast Unified School District (Owner)	10/19/23 Date of Value	TBD	38.34 Irregular	TBD	PF (AG)	Adjacent to Santa Rosa Creek. Coastal Zone. 3/4 mile northeast of downtown Cambria. Generally level site in AG Preserve. Prime farmland. Appraised exclusive of school buildings. Water from Cambria CSD; septic.
1	4007 Santa Rosa Creek Road Cambria, CA 014-131-031	Justin James Rhoades, Trustee of Garnett Trust PO Box 384, Cambria 93428 <i>Pops Place Farm LLC</i> 4880 Santa Rosa Creek Rd., Cambria 93428	5/3/21 33031	\$950,000	20.00	\$47,500 Cash	AG	Adjacent to Santa Rosa Creek. Coastal Zone. Approx. 12 acres farmed. Prime farmland. 5.5-acre knoll with views. Obsolete farm buildings. Well (needs work). Septic.
2	3755 Santa Rosa Creek Road Cambria, CA 031-161-003	Laura Lee Pritt Living Trust N/A <i>Jeffrey A & Rebecca Nielsen</i> 3755 Santa Rosa Creek Rd., Cambria 93428	9/9/21 62018	\$3,275,000	90.00	\$36,389	AG	Adjacent to Santa Rosa Creek. Coastal Zone. 2,635 sq. ft. hilltop home built in 2010. 360° views. 8.3-acre avocado orchard on hill. Solar power. Barn/guest house. 10 acres prime farmland at base of hill; numerous fruit trees. Well water and septic.
3	6760 Cambria Pines Road Cambria, CA 013-085-011	Leimert Investment Company 606 N Larchmont Blvd Ste 300, Los Angeles 90004 <i>Philip G Larson 25%/Kaitoke LLC 75% Interest</i> 1835 Newport Blvd., A109-415, Costa Mesa 92627	7/29/20 38710	\$1,600,000 Current Listing After renovations	88.87	\$18,004 \$38,258	RL	On easterly side of Highway 1. Ranch property with old farmhouse, garage, and several sheds. 2.9-acre building envelope. Coastal Zone. 50 acres woodland. 25 acres of good farmland. Ocean views. Cambria CSD water and well water. Septic.
4	Cayucos Creek Road Cayucos, CA 046-191-054	William J. Martony/Bernadette J. Pekarek 245 Main St., Morro Bay 93442 <i>Angus & Dana L Burton</i> PO Box 294, Cayucos 93430	5/17/22 21200	\$1,210,000	30.02	\$40,306	AG	One mile inland from the Cayucos pier. Ocean views. Rolling, unimproved property, open ranch land. Not in Coastal Zone. Well water. Septic needed. Permits SFR and secondary residence.
Listing for information only.								
5	2845 Main Street Cambria, CA 013-151-046	Wei-Tzuoh Chen (TE) PO Box 426, Visalia 93279	Current Listing Expired Listing (December 2021)	\$3,600,000 \$2,350,000	67.70	\$53,176 \$34,712	AG	Adjacent to Santa Rosa Creek. Coastal Zone. 1/2 mile east of downtown Cambria. In AG preserve. 10% prime farmland. 50% wooded hill. 40% open rolling land. Dirt road to hilltop view homestead. Good well. Needs septic.

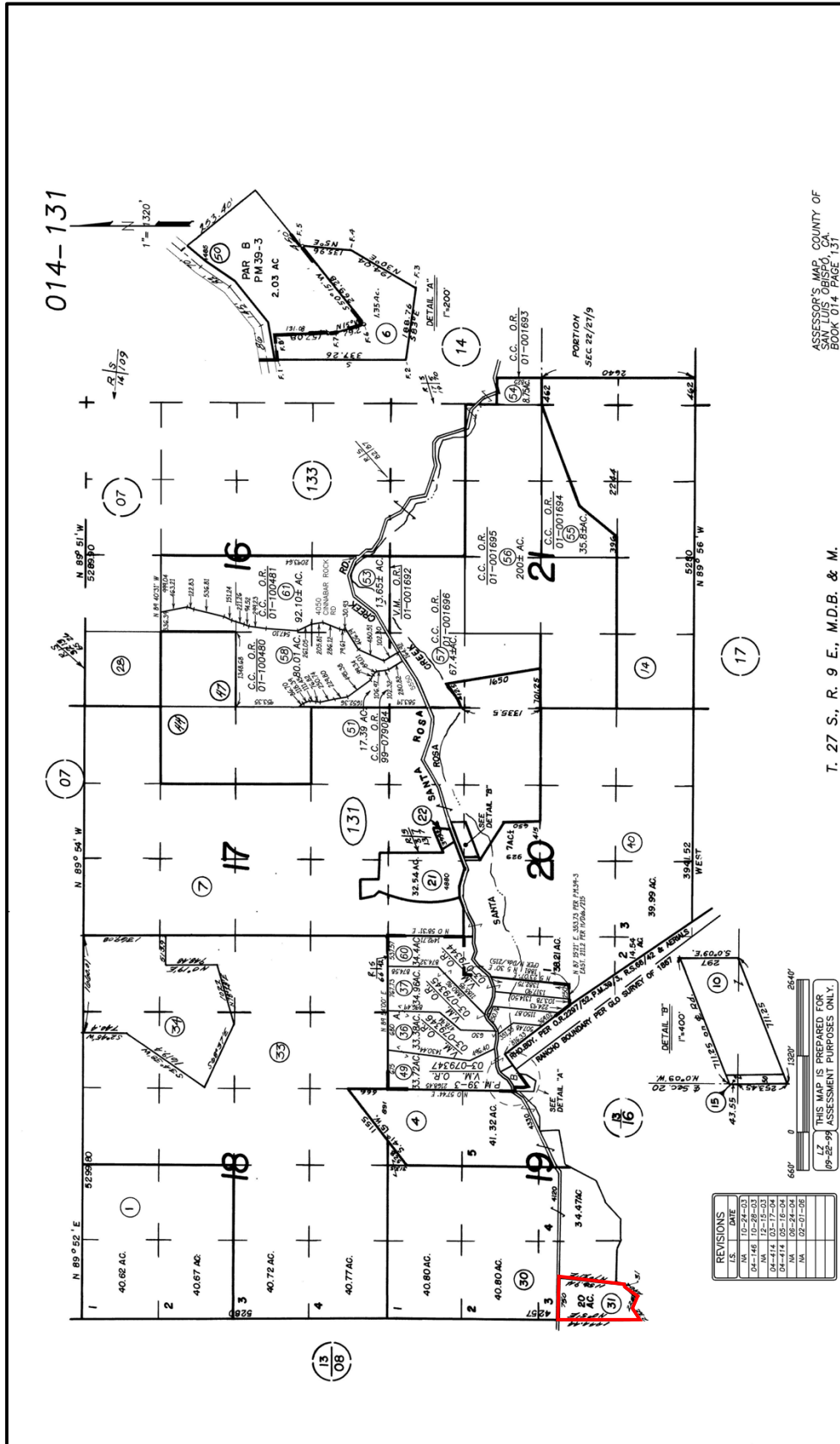
Exhibit D
LAND SALES DATA MAP



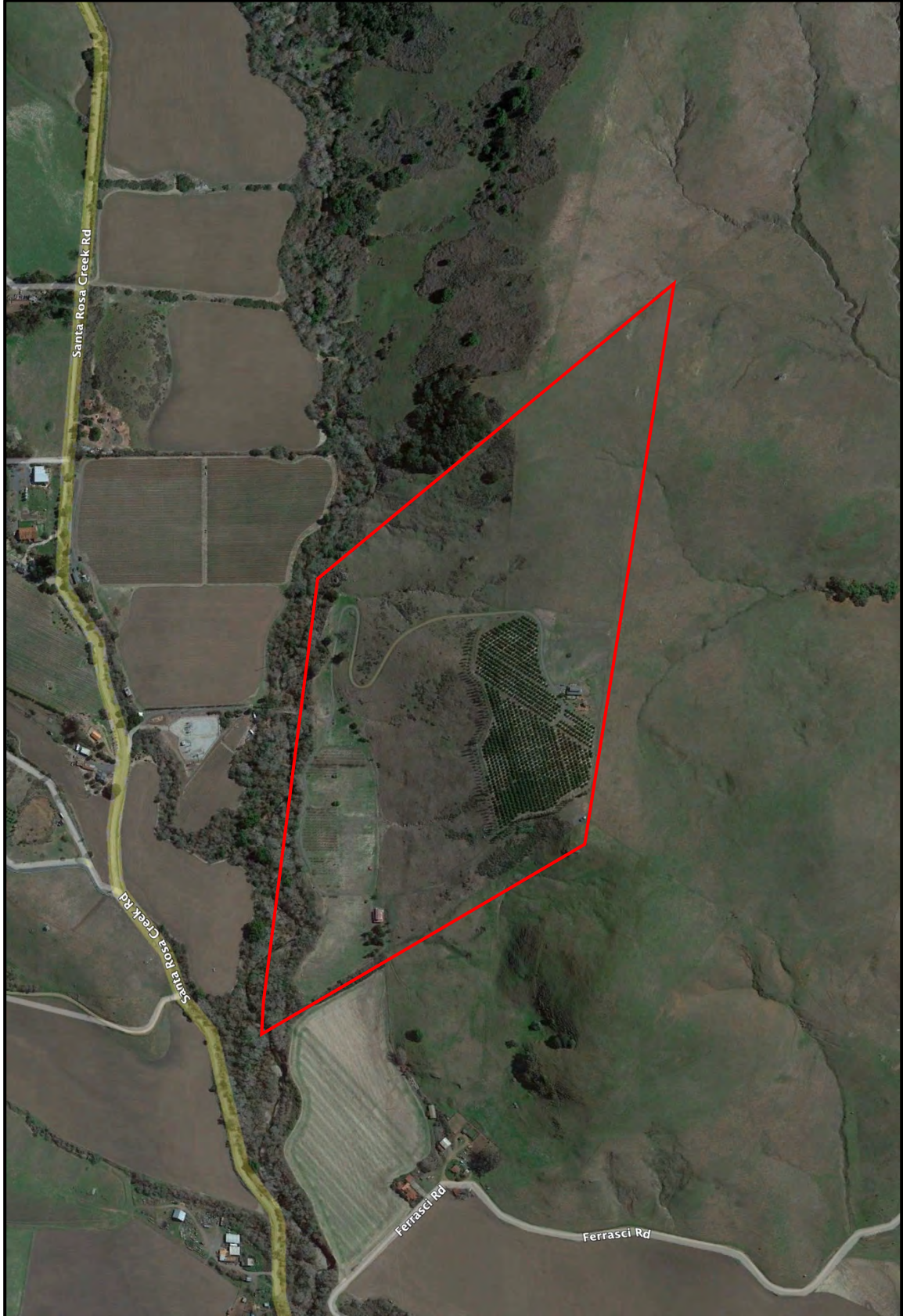
Sale No. 1: 4007 Santa Rosa Creek Road



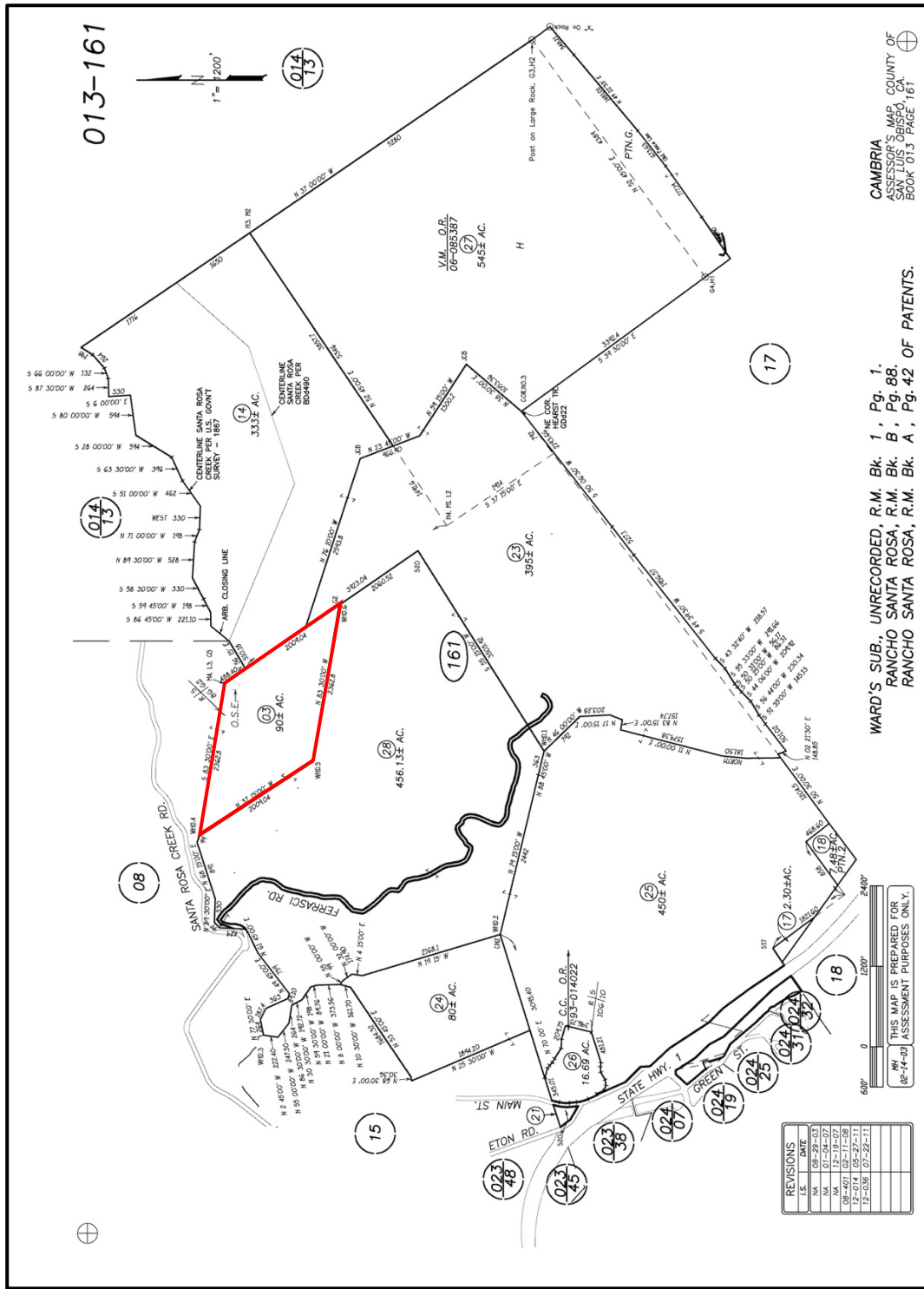
Sale No. 1: 4007 Santa Rosa Creek Road



Sale No. 2: 3755 Santa Rosa Creek Road



Sale No. 2: 3755 Santa Rosa Creek Road



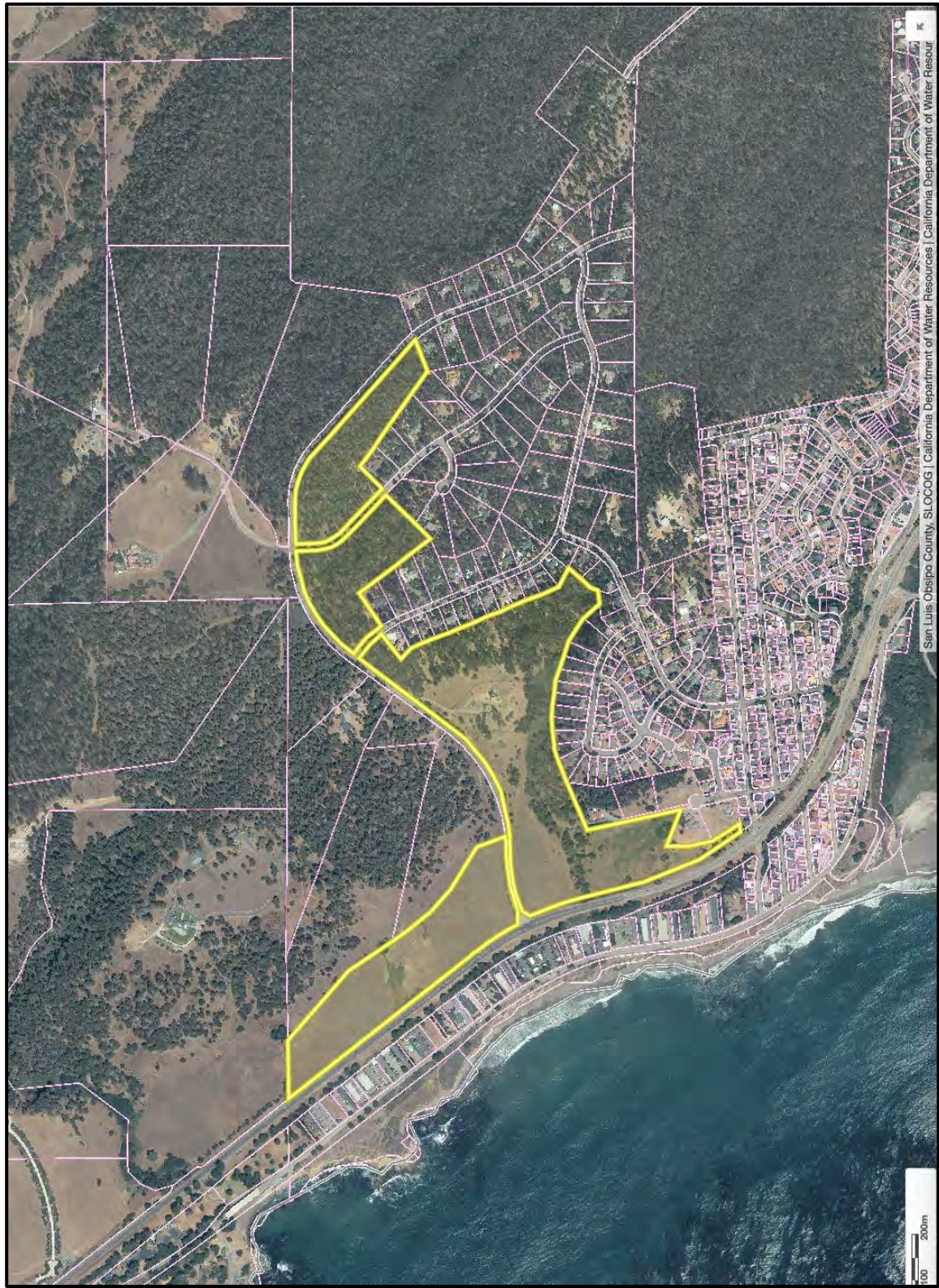
CAMBRIA COUNTY OF
 ASSESSOR'S MAP
 BOOK 01.3 PAGE 161

WARD'S SUB., UNRECORDED, R.M. Bk. 1, Pg. 1.
 RANCHO SANTA ROSA, R.M. Bk. B, Pg. 88.
 RANCHO SANTA ROSA, R.M. Bk. A, Pg. 42 OF PATENTS.

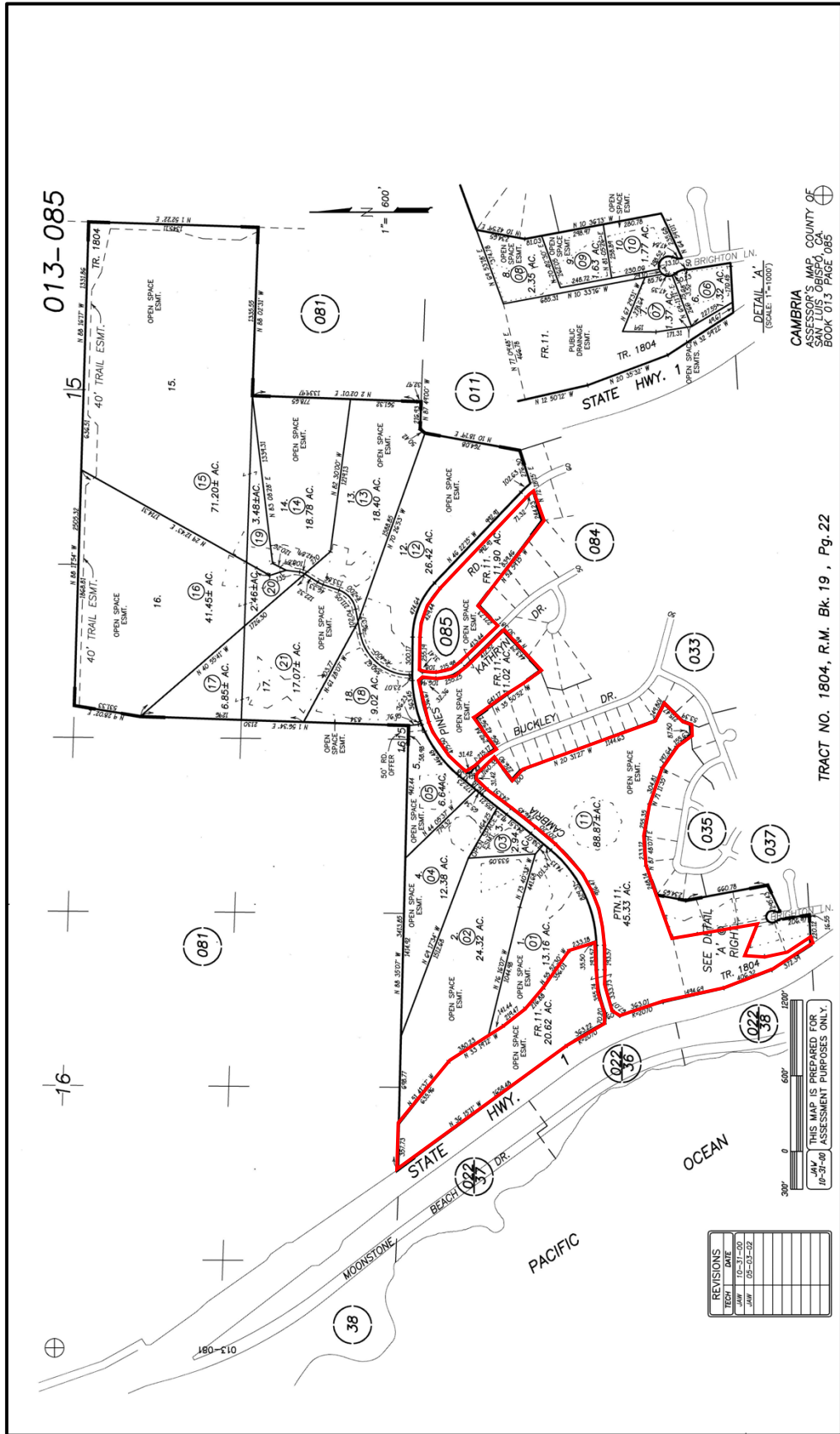
REVISIONS	DATE
01	08-28-03
02	01-04-07
03	12-18-07
04	05-27-11
05	07-22-11

Assessor Parcel Number: 013-161-003

Sale No. 3: 6760 Cambria Pines Road



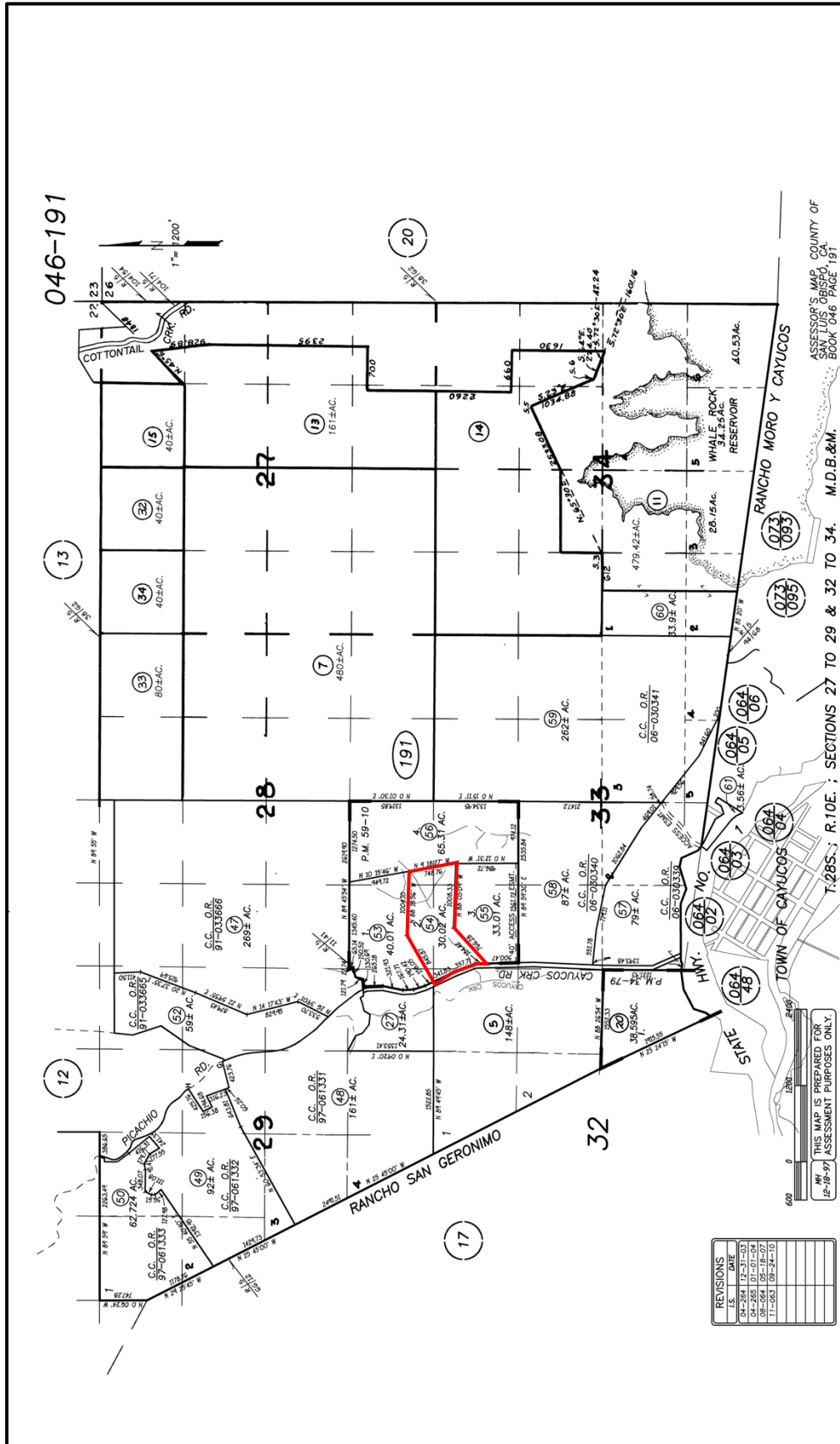
Sale No. 3: 6760 Cambria Pines Road



Sale No. 4: Cayucos Creek Road



Sale No. 4: Cayucos Creek Road

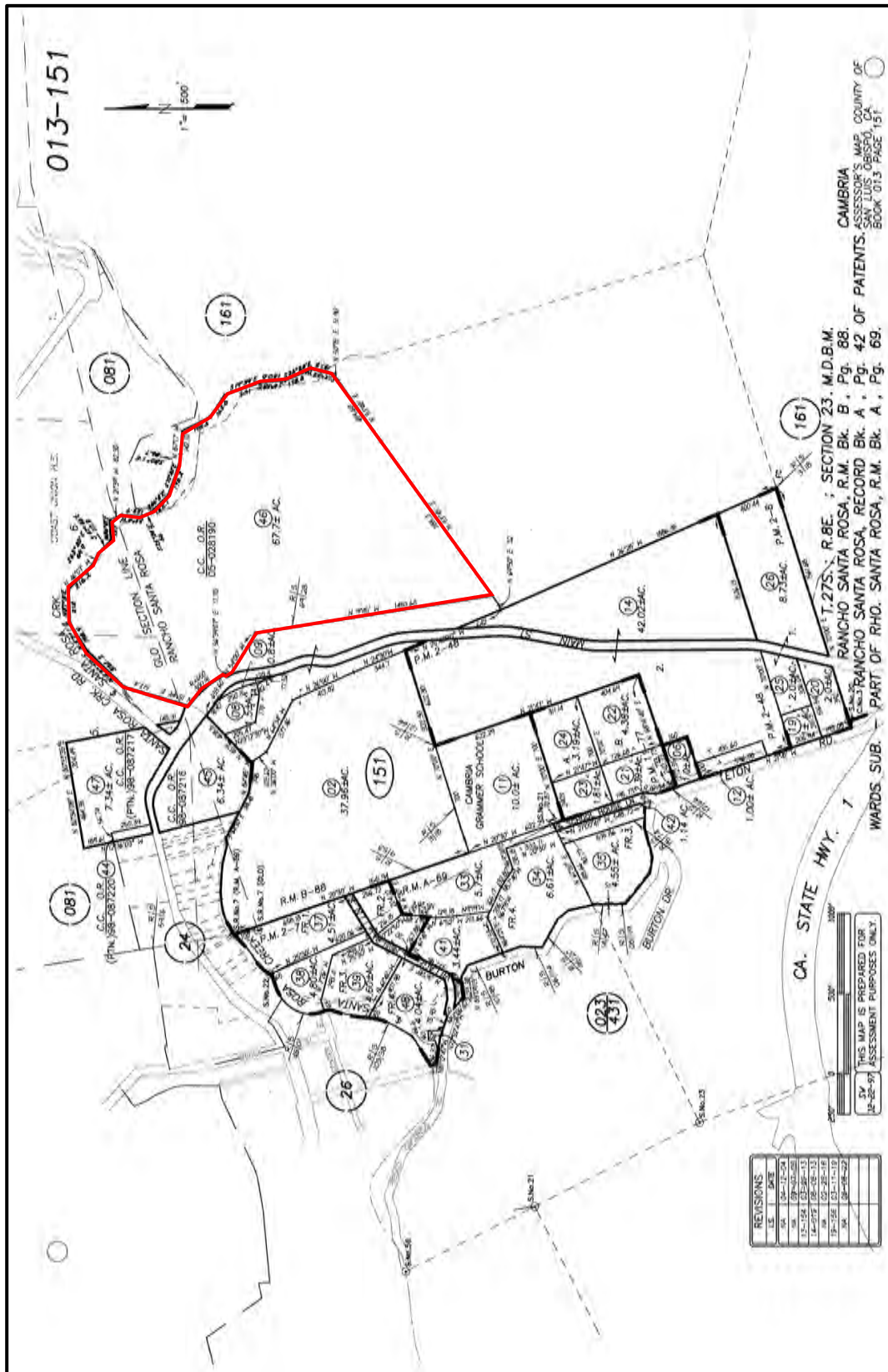


Assessor Parcel Number:
046-191-054

Listing No. 5: 2845 Main Street



Listing No. 5: 2845 Main Street



**Assessor Parcel Number:
0131-151-046**



Property Owner's Information Pamphlet on Use of Eminent Domain in California

A summary of the Process and Owner's Rights

ABOUT THE EMINENT DOMAIN PAMPHLET

SB 698 which went into effect on January 1, 2008, requires that every property owner who is the subject of an eminent domain action must be given an “informational pamphlet” outlining the property owner’s rights under the Eminent Domain Law of California.

This pamphlet has been put together through the efforts of the following organizations:

League of California Cities

California State Association of Counties

Association of California Water Agencies

California Special Districts Association

California Redevelopment Association

EMINENT DOMAIN – Information Pamphlet (SB 698)

I. Introduction

Eminent domain is the power of the government to purchase private property for a "public use" so long as the property owner is paid "just compensation." Whenever possible, Cambria Community Services District ("CCSD") tries to avoid use of the eminent domain power, exercising it only when it is necessary for a public project. The decision to acquire private property for a public project is made by the CCSD only after a thorough review of the project, which often includes public hearings.

This pamphlet provides general information about the eminent domain process and the rights of the property owner in that process.¹

- **What is a "public use"?**

A "public use" is a use that confers public benefits, like the provision of public services or the promotion of public health, safety, and welfare. Public uses include a wide variety of projects such as street improvements, construction of water pipelines or storage facilities, construction of civic buildings, redevelopment of blighted areas, and levee improvements to increase flood protection. Some public uses are for private entities, such as universities, hospitals and public utilities, which serve the public.

- **What is "just compensation"?**

Just compensation is the **fair market value** of the property being acquired by the government. The state law definition of fair market value is "the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available."

II. The Eminent Domain Process and the Property Owner's Rights

The eminent domain process begins with a public use project. When selecting a project location, the goal is to render the greatest public good and the least private injury or inconvenience. If it is determined that all or a portion of your property may

¹ **This pamphlet reflects the current law as of January 1, 2008. However, the information in this pamphlet is not, nor should it be construed as, legal advice. You should consult with qualified legal counsel regarding your specific situation rather than relying on this pamphlet as legal advice.**

be necessary for a public use project, the CCSD will begin the appraisal process to determine the property's fair market value.

- **How is the fair market value of my property determined?**

The CCSD will retain an independent, accredited appraiser familiar with local property values to appraise your property. The appraiser will invite you to accompany him or her during an inspection of your property. You may give the appraiser any information about improvements and any special features that you believe may affect the value of your property. It is in your best interest to provide the appraiser with all the useful information you can in order to ensure that nothing of value will be overlooked. If you are unable to meet with the appraiser, you may wish to have a person who is familiar with your property meet with the appraiser instead.

After the inspection, the appraiser will complete an appraisal that will include the appraiser's determination of your property's fair market value and the information upon which the fair market value is based. The appraiser will provide the CCSD with the appraisal. The CCSD will then make a written offer to purchase the property. The offer will also include a summary of the appraisal. The offer will be for no less than the amount of the appraisal.

- **What factors does the appraiser consider in determining fair market value?**

Each parcel of real property is different and, therefore, no single formula can be used to appraise all properties. Among the factors an appraiser typically considers in estimating fair market value are:

- The location of the property;
- The age and condition of improvements on the property;
- How the property has been used;
- Whether there are any lease agreements relating to the property;
- Whether there are any environmental issues, such as contaminated soil;
- Applicable current and potential future zoning and land use requirements;
- How the property compares with similar properties in the area that have been sold recently;
- How much it would cost to reproduce the buildings and other structures, less any depreciation; and
- How much rental income the property produces, or could produce if put to its highest and best use.

- **Will I receive a copy of the appraisal?**

The CCSD is required to provide you with its purchase offer, a summary of the appraiser's opinion, and the basis for the CCSD's offer. Among other things, this summary must include:

- A general statement of the CCSD's proposed use for the property;
- An accurate description of the property to be acquired;
- A list of the improvements covered by the offer;
- The amount of the offer; and
- The amount considered to be just compensation for each improvement which is owned by a tenant and the basis for determining that amount.

However, the CCSD is only required to show you a copy of the full appraisal if your property is an owner-occupied residential property with four or fewer residential units. Otherwise, the CCSD may, but is not required, to disclose its full appraisal during negotiations (though different disclosure requirements apply during the litigation process if the issue of fair market value goes to court).

- **Can I have my own appraisal done?**

Yes. You may decide to obtain your own appraisal of the property in negotiating the fair market value with the CCSD. At the time of making its initial offer to you, the CCSD must offer to reimburse you the reasonable costs, not to exceed \$5,000, of an independent appraisal of your property. To be eligible for reimbursement, the independent appraisal must be conducted by an appraiser licensed by the State Office of Real Estate Appraisers.

- **What advantages are there in selling my property to the [condemning agency]?**

A real estate transaction with the CCSD is typically handled in the same way as the sale of private property. However, there may be a financial advantage to selling to the CCSD.

- You will not be required to pay for real estate commissions, title costs, preparation of documents, title policy or recording fees required in closing the sale. The CCSD will pay all these costs.
- Although the CCSD cannot give you tax advice or direction, you might also be eligible for certain property and income tax advantages. You should check with the Internal Revenue Service (IRS) for details or consult your personal tax advisor.

- **If only a portion of my property is taken, will I be paid for the loss to my remaining property?**

In general, when only a part of your property is needed, every reasonable effort is made to ensure you do not suffer a financial loss to the "remainder" property. The

CCSD will pay you the fair market value of the property being taken as well as compensation for any loss in value to your remaining property that is not offset by the benefits conferred by the project. The compensation for the loss in value to your remaining property is often referred to as "severance damages."

Also, if any remaining part is of such a size, shape, or condition as to be of little market value, the CCSD will offer to acquire that remaining part (or remnant) from you, if you so desire.

- **Will I be compensated for loss of goodwill to my business?**

If you are the owner of a business that is conducted on the property being acquired, you may have a right to compensation for lost business goodwill if the loss is caused by the acquisition of the property. "Goodwill" consists of the benefits that accrue to a business as a result of its location, reputation for dependability, skill or quality, and any other circumstances resulting in probable retention of old or acquisition of new patronage.

- **What will happen to the loan on my property?**

Where the CCSD is acquiring the entire property, generally the compensation payable to the owner is first used to satisfy outstanding loans or liens as in a typical real estate transaction. Where less than the entire property is being acquired, whether outstanding loans or liens are paid from the compensation will depend on the particular facts and circumstances.

- **Do I have to sell at the price offered?**

No. If you and the CCSD are unable to reach an agreement on a mutually satisfactory price, you are not obligated to sign an offer to sell or enter into a purchase agreement.

- **If I agree to accept the CCSD's offer, how soon will I be paid?**

If you reach a voluntary agreement to sell your property or an interest in the property to the CCSD, payment will be made at a mutually acceptable time. Generally, this should be possible within 30 to 60 days after a purchase/sale contract is signed by all parties.

- **What happens if we are unable to reach an agreement on the property's fair market value?**

The CCSD, to the greatest extent practicable, will make every reasonable effort to acquire your property by negotiated purchase. If, however, the negotiations are unsuccessful, the CCSD may either file an eminent

domain action in a court located within the same county where your property is located or it may decide to abandon its intention to acquire the property. If the CCSD abandons its intention to acquire, it will promptly notify you.

If the CCSD proceeds with eminent domain, the first step is for CCSD staff to request authority from the [legislative body] to file a condemnation action. The approval from the [legislative body] is called a "Resolution of Necessity." In considering whether condemnation is necessary, the [legislative body] must determine whether the public interest and necessity require the project, whether the project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury, and whether your property is necessary for the project. You will be given notice and an opportunity to appear before the [legislative body] when it considers whether to adopt the Resolution of Necessity. You may want to call an attorney or contact an attorney referral service right away. You or your representatives can raise any objections to the Resolution of Necessity and the condemnation either orally before the [legislative body] or in writing to the [legislative body].

If the [legislative body] adopts the Resolution of Necessity, the CCSD can file a complaint in court to acquire title to the property upon payment of the property's fair market value. The CCSD is the plaintiff. Anyone with a legal interest in the property, generally determined from a title report on the property (including tenants or mortgage holders), are named as defendants. Often, the CCSD will also deposit the amount the CCSD believes is the "probable amount of compensation" with the State Treasurer where the complaint is filed. A deposit must be made if the CCSD is seeking to acquire possession of the property before agreement is reached on the fair market value.

- **Can the CCSD acquire possession of my property before the property's fair market value is determined in the eminent domain lawsuit?**

In some cases, the CCSD may decide it needs possession of the property before the property's fair market value is finally determined. In such a case, the CCSD must apply to the court for an "order for possession" to allow it to take possession and control of the property prior to resolution of the property's fair market value. The CCSD is required to schedule a hearing with the court on the proposed order for possession and to give you notice of the hearing. Notice must generally be sent at least 90 days before the hearing date if the property is occupied and 60 days before the hearing date if the property is unoccupied. A judge will decide whether the order for possession should be granted. As noted above, the CCSD must deposit with the State Treasurer the probable amount of just compensation in order to obtain possession of the property.

- **Can I oppose the motion for an order for possession?**

Yes. You may oppose the motion in writing by serving the CCSD and the court with your written opposition within the period of time set forth in the notice from the CCSD.

- **Can I rent the property from the CCSD?**

If the CCSD agrees to allow you or your tenants to remain on the property after the CCSD acquires possession, you or the tenants will be required to pay a fair rent to the CCSD. Generally, such rent will not be more than that charged as rent for the use of a property similar to yours in a similar area.

- **Can I withdraw the amount deposited with the State Treasurer before the eminent domain action is completed, even if I don't agree that the amount reflects the fair market value of my property?**

Yes. Subject to the rights of any other persons having a property interest (such as a lender, tenant, or co-owner), you may withdraw the amount deposited with the State Treasurer before the eminent domain action is completed. If you withdraw the amount on deposit, you may still seek a higher fair market value during the eminent domain proceedings, but you may not contest the right of the CCSD to acquire the property, meaning you cannot contest that the acquisition of your property is for a public purpose or is otherwise improper.

You also have the right to ask the court to require the CCSD to increase the amount deposited with the State Treasurer if you believe the amount the CCSD has deposited less than the "probable amount of compensation."

- **Can I contest the condemning agency's acquisition of the property?**

Yes. Provided you have not withdrawn the amount deposited, you can challenge in court the CCSD's right to acquire or condemn the property.

- **What happens in an eminent domain trial?**

The main purpose of an eminent domain trial is to determine the fair market value of your property, including compensable interests such as lost business goodwill caused by the taking or severance damages. The trial is usually conducted before a judge and jury. You (and any others with interests in the property) and the CCSD will have the opportunity to present evidence of value, and the jury will determine the property's fair market value. In cases where the parties choose not to

have a jury, the judge will decide the property's fair market value. Generally, each party to the litigation must disclose its respective appraisals to the other parties prior to trial.

If you challenge the CCSD's right to acquire the property, the eminent domain trial will also determine whether or not the CCSD has the legal right to acquire the property. In such cases, the judge (not the jury) will make this determination before any evidence is presented concerning the property's fair market value.

At the end of the trial, the judge will enter a judgment requiring the CCSD to pay fair market value. Once the CCSD pays the amount listed in the judgment, the judge will enter a final order of condemnation. The CCSD will record the final order with the County Recorder, and title to the property will then pass to the CCSD.

- **Am I entitled to interest?**

Anyone receiving compensation in an eminent domain action is generally entitled to interest on that compensation from the date the condemning agency takes possession of the property until the person receiving the compensation has been fully paid. The rate and calculation of the interest is determined under formulas in State law.

- **Will the CCSD pay my attorneys' fees and costs.**

In an eminent domain action, you are entitled to be reimbursed by the condemning agency for your court costs such as court filing fees. In some circumstances, you may also be entitled to be reimbursed by the condemning agency for your attorneys' fees in the lawsuit. Whether you will be entitled to receive reimbursement for your attorneys' fees will depend on the particular facts and circumstances of the case and the offers and demand for compensation made in the action.

- **Will I receive assistance with relocation?**

Any person, business, or farm operation displaced as a result of the property acquisition is typically entitled to relocation advisory and financial assistance for eligible relocation expenses, such as moving expenses. The amount of relocation compensation is determined on a case-by-case basis in accordance with prescribed law. Relocation benefits are handled separate and apart from the determination of the property's fair market value and are not part of the eminent domain process.

III. Contact Information

We are available to answer your questions and to assist you in understanding the acquisition program and the eminent domain process. Should you desire further

information, please contact the Matthew McElhenie, General Manager of CCSD at mmcelhenie@cambriacsd.org or (805) 927-6230 and (805) 503-0466.

Attachment I

From: [Markham, Benjamin](#)
To: [Fenstermacher, Alan](#)
Cc: tcarmel@carlaw.com; mmcelhenie@cambridgesd.org; [Guillen, Christopher R.](#)
Subject: Coast Unified SD Written Request to Appear
Date: Tuesday, March 26, 2024 1:34:16 PM

Hi Alan,

We are in receipt of CCSD's Notice of Intent to Acquire Certain Real Property Interests by Eminent Domain, dated March 21, 2024.

Coast Unified School District opposes the adoption of the Resolution of Necessity and a Coast Unified representative will appear remotely via Zoom at the hearing dated April 11, 2024. This email fulfills the requirement to file a "written request to appear" as described in Code of Civil Procedure section 1245.235(b)(3).

Best,

Benjamin J. Markham
Brownstein Hyatt Farber Schreck, LLP
1021 Anacapa Street, 2nd Floor
Santa Barbara, CA 93101
805.882.1429 tel
bmarkham@bhfs.com

Brownstein - we're all in.

RESOLUTION NO. 07-2024

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CAMBRIA COMMUNITY SERVICES DISTRICT FINDING AND DETERMINING THE PUBLIC INTEREST AND NECESSITY FOR ACQUIRING AND AUTHORIZING THE CONDEMNATION OF A PORTION OF CERTAIN REAL PROPERTY GENERALLY LOCATED AT 2950 SANTA ROSA CREEK ROAD (APN 013-081-075) FOR THE PURPOSES OF CONTINUING TO OPERATE AND MAINTAIN AN EXISTING POTABLE WATER WELL, TREATMENT PLANT AND RELATED FACILITIES

WHEREAS, the Cambria Community Services District (“CCSD”) currently owns and operates a potable water well, known as SR4 (“Well SR4 or “SR4 well”), a water treatment facility and associated infrastructure (“Well Facilities”) on property owned by the Coast Unified School District (“CUSD”), pursuant to an agreement with CUSD first entered into on or about December 14, 2000 (“Prior Agreement”), and again on September 27, 2012 (the “Agreement”);

WHEREAS, the property owned by CUSD where the Well Facilities are located is the location of the Coast Union High School, and consists of approximately 39.8 acres of real property located east of the intersection of Main Street and Santa Rosa Creek Road, just north of Santa Rosa Creek, designated as San Luis Obispo County Assessor Parcel Number (“APN”) 013-081-075 and generally located at 2950 Santa Rosa Creek Road, Cambria, CA (“Larger Parcel”), which is more particularly described in Exhibit 7 attached hereto;

WHEREAS, CCSD accesses the Well Facilities – which are located on an unused edge of the Larger Parcel adjacent to the Santa Rosa Creek, from which the SR4 well diverts water – pursuant to temporary easements granted by CUSD pursuant to the Agreement, with the same term as the Agreement (“Existing Easement”);

WHEREAS, as memorialized in the Agreement, CUSD concurred that the SR4 well provides a critical domestic water source for the community of Cambria, including for drinking, firefighting, and to protect life, health, property and the provision of essential public services;

WHEREAS, the Agreement further provided that the SR4 well is CCSD’s primary Santa Rosa Creek water supply source, i.e., the source from which CCSD will always initially extract water for its Santa Rosa Creek water supply needs. As an upstream well, the SR4 well is much more effective and reliable than the District’s downstream wells;

WHEREAS, diversion of potable water from the Santa Rosa Creek using the SR4 well is an absolute necessity in the water production portfolio for CCSD and the community. Approximately twenty percent (20%) of the CCSD annual water demand (after conservation) is pumped from the SR4 well. The SR4 well pumping quota is distributed uniformly from May through October. Sole reliance on the San Simeon Well Field – which diverts water from CCSD’s only other water source, the San Simeon Creek – occurs during the “Wet Season” from November through April. As the decline in well levels in the San Simeon Creek Basin takes place over the “Dry Season” (May through October), dependence on the Santa Rosa Basin and specifically on

well SR4 is required. This critical water source is the key to effective aquifer management, which is of the utmost significance in conserving diversion from the San Simeon Well Field. Despite the calendar end of the Dry Season and beginning of the Wet Season, beneficial precipitation and aquifer regeneration often do not occur until late December or January. Reliance on the SR4 well relieves the harmful effects of over-pumping the San Simeon Basin and other avoidable adverse impacts. Such adverse impacts to the aquifer can take several wet years to restore, and over-withdrawal could depress well levels to a point below stable conditions where saltwater intrusion may occur and render the basin unusable. SR4 has become even more important as the current status of the District's potable water infrastructure includes a temporary potable transmission line from the San Simeon Well Field as a result of a catastrophic failure of the main San Simeon Transmission Line. Additionally, well SR3 – a well in CCSD's downstream Santa Rosa Creek wellfield – is currently offline for treatment process upgrades as per the State Water Resources Control Board Division of Drinking Water.

WHEREAS, despite the lack of any monetary impacts resulting from CCSD's activities on the Larger Parcel, pursuant to the Agreement, (i) CUSD charges CCSD an annual fee for its use of the Larger Parcel, and (ii) CCSD conducted a water audit for CUSD in order to assist in determining manners in which CUSD could conserve water;

WHEREAS, over the time CCSD has used a very small portion of the Larger Parcel for its Well Facilities, which are a critical part of CCSD's water portfolio that serves most of the families with children in CUSD schools, it has paid CUSD in excess of \$765,000 in "rent", which as further explained below, far exceeds the fair market value of the property CCSD has occupied;

WHEREAS, all amounts CUSD has charged, or will charge, CCSD is passed on to Cambria ratepayers, which includes most of the student and parent population served by CUSD;

WHEREAS, the Agreement was extended by mutual agreement, but ultimately, it expired on September 30, 2023, after CUSD and CCSD could not come to an agreement;

WHEREAS, CCSD has paid to CUSD the sum of \$27,191.85 since the expiration of the Agreement, and will continue to pay CUSD \$3,884.55 per month, the amount owed as a holdover tenant under the Agreement;

WHEREAS, the Agreement was not extended due to CUSD unreasonably demanding exorbitant increases to the annual fee, initially demanding \$83,000 per year, plus annual CPI increases (August, 2022), then \$60,000 or \$55,000 per year, depending on extension term, plus annual CPI (February, 2023), then \$55,000 per year, plus annual CPI (June, 2023), then \$46,614.60 per year plus annual CPI (August, 2023), then \$36,000 per year, excluding CPI increases (September, 2023), and finally \$26,000 per year for either 10 years or 99 years, excluding CPI increases (October, 2023);

WHEREAS, at its October 12, 2023, regular meeting each member of the CUSD Board of Trustees unequivocally indicated that there were no circumstances under which he/she would entertain the prospect of a voluntary sale of the Subject Property, as defined below. Following is a verbatim transcript of the Trustees' statements:

Samuel Shalhoub: At any cost, I don't care if maybe we'll tell Superintendent Smith to let the appraiser on our property. Maybe we will. Maybe if he came back and

said, "It's worth 10 million bucks." I wouldn't take the 10 million dollars because we must keep the property whole... And I'd like to open this up for my other trustees. Tiffany, would you be willing to sell the easements?

Tiffany Silva: Never. Never, ever.

Samuel Shalhoub: Lee, would you be willing?

Lee McFarland: Absolutely not.

Samuel Shalhoub: Juli?

Juli Amodei: Absolutely not.

Samuel Shalhoub: So...and I know that Joe Prian gave us permission to say he wouldn't agree to sell either. So this puts us in a very interesting position. It puts us in a position that if the CCSD offers a voluntary sale at any amount, the existing Board of Trustees right now would not agree to it;

WHEREAS, CUSD's actions have placed Cambria's extremely fragile and finite water supply in jeopardy, particularly in light of its February 2, 2024 contention that CCSD no longer owns the Well Facilities and has no right to use them to provide water to the residents of Cambria and demand that CCSD "cease all use of the SR4 well and remove the water treatment facilities";

WHEREAS, in light of CUSD's positions and actions, CCSD has been investigating acquiring approximately 2.39 acres of the Larger Parcel in fee (0.78 acres of usable land, and 1.61 acres of creek woodland area that will remain entirely undisturbed), as well as three pipeline easements, an access easement, and a combined pipeline and shared road easement (collectively, the "Subject Property"; *see*, Exhibits 1 through 6 hereto), to ensure both (i) that this critical source of water is preserved and available to CCSD and the people of Cambria in perpetuity, (ii) protect its ratepayers, and in fact CUSD's own students and parents, from increased rates as a result of exorbitant demands sought by CUSD not as cost recovery, but for no other purpose than profit, and (iii) improve existing conditions such that CCSD's access to the Well Facilities will be secured and separated from Coast Union High School, and result in less interference with CUSD's use by using a much shorter and safer access road located on an used area of the Larger Parcel;

WHEREAS, the scarcity of CCSD's water sources has been judicially established, as set forth in the September 6, 2022 ruling and Findings of Fact and Conclusions of Law, issued in *Michael Windeler et. al., v. Cambria Community Services District et. al.*, United States District Court for the Central District of California, Case Number 19-6325, which is hereby incorporated herein by this reference;

WHEREAS, the area of the Subject Property CCSD would acquire in fee contains its Well Facilities, which CCSD already owns, as well as the underlying real property, which CCSD does not own;

WHEREAS, despite not owning the underlying real property, CCSD has already been appropriating the majority of the Subject Property to a critical public use for over twenty years, which CUSD's recent actions seek to interfere with;

WHEREAS, the Subject Property is described in more detail in the proposed Grant Deed attached hereto as Exhibit 1, and proposed easement documents attached hereto as Exhibits 2 through 6;

WHEREAS, the condemnation of the Subject Property (“Project”) is for a far more public use than CUSD’s current use, CUSD has no use for the Subject Property – which is largely already occupied by improvements already owned and operated by CCSD – yet the Subject Property is a critical piece of CCSD’s infrastructure and water portfolio, without which it cannot ensure it can continue to provide water to all of CCSD’s customers, which is an extreme public health and safety issue;

WHEREAS, the condemnation of the Subject Property would have no impact on the high school located on the Larger Parcel, as the improvements already exist, and are already operated and maintained by CCSD;

WHEREAS, pursuant to California Government Code section 7267.2, the CCSD has obtained an appraisal of the Subject Property to be acquired and on or about November 27, 2023, made an offer to the owner (CUSD) to acquire the Subject Property for the full amount set forth in the appraisal summary (Statement of Basis for Just Compensation), which was \$151,507;

WHEREAS, CCSD has been negotiating with CUSD in an attempt to reach a negotiated acquisition of the Subject Property, but to date and as detailed above, those negotiations have not proven successful;

WHEREAS, the CCSD has given written notice by first class mail at least fifteen (15) days prior to the date of this Resolution to the owner whose property is to be acquired by eminent domain;

WHEREAS, the CCSD’s notice to those persons sets forth the intent of the CCSD to adopt a Resolution of Necessity for acquisition by eminent domain of the Subject Property, and further provides that such persons shall have a right to appear and to be heard on the matters referred to in Code of Civil Procedure section 1240.030, and further provides that failure of such persons to file a written notice of intent to appear and to be heard within fifteen (15) days following the date of mailing of the CCSD’s notice shall result in a waiver of such right, and further contained all of the other matters required by Code of Civil Procedure section 1245.235;

WHEREAS, the CCSD Board of Directors held a hearing on April 11, 2024, for the purposes of allowing the record owner of the Larger Parcel a reasonable opportunity to appear and be heard regarding CCSD’s condemnation of the Subject Property, identification of the “Project,” and on the following matters:

- A. Whether the public interest and necessity require the proposed condemnation and the Project;
- B. Whether the proposed condemnation and use of the Subject Property is planned or located in a manner which is most compatible with the greatest public good and the least private injury;

- C. Whether the Subject Property proposed to be acquired is necessary for CCSD's proposed use;
- D. Whether the Subject Property is currently appropriated to public use, and if so, will be put to a more necessary public use than CUSD's current use of the Subject Property, pursuant to Code of Civil Procedure section 1240.610;
- D. Whether the offer required by Government Code section 7267.2 had been given to the owners of record; and
- E. Whether the CCSD has met all other procedural requirements for the exercise of eminent domain;

and whether the CCSD had properly exercised all of its statutory responsibilities and duties antecedent to the exercise of eminent domain against the Subject Property, including review under the California Environmental Quality Act ("CEQA");

WHEREAS, the acquisition of the Subject Property is exempt from CEQA because, *inter alia*, there is no possibility that the mere change of ownership of the Subject Property would have a significant impact on the environment (14 Cal. Code Regs. ["CEQA Guidelines"] § 15061(b)(3)), projects involving pipelines are statutorily exempt (CEQA Guidelines 15282(k); Pub. Res. Code 21080.21), and the Class 1 (Existing Facilities), Class 2 (Replacement or Reconstruction), Class 3 (New Construction of Small Structures), Class 4 (Minor Alterations to Land), Class 15 (Minor Land Divisions), and Class 32 (Infill) categorical exemptions all apply here;

WHEREAS, there is no reasonable possibility that the acquisition of the Subject Property would result in significant impact on the environment due to unusual circumstances, and no unusual circumstances exist; and

WHEREAS, the CCSD is hereby authorized and empowered to acquire fee title in and to the Subject Property by eminent domain for the proposed Project in accordance with Code of Civil Procedure section 1230.010 et seq., Government Code sections 37350.5 and 40404, the Constitution of the State of California, and California Eminent Domain Law.

NOW, THEREFORE, BE IT RESOLVED by the CCSD Board of Directors that the Board of Directors does hereby find, determine and declare upon evidence presented to the Board and elsewhere in the administrative record and CCSD's files, in its independent judgment, as follows:

SECTION 1. The above recitals are true and correct and incorporated herein.

SECTION 2. The public interest and necessity require the acquisition of the Subject Property for CCSD's proposed use because:

- A. CCSD's Well Facilities, which are located on the Subject Property, are a critical source of water for Cambria, and the proposed acquisition of the Subject Property ensures that this water source will be permanently available to CCSD and its customers, without interference from CUSD, which has both (1) demanded that the Well Facilities be removed, and (2) claimed that CUSD now owns the Well Facilities;

- B. Cambria has an extremely limited water supply, and without the Well Facilities, CCSD may not be able to continue to reliably provide water for all of its existing customer year after year, which would be a major public health and safety crisis;
- C. CCSD's ratepayers will realize long term savings from ceasing to pay rent to CUSD in perpetuity for the use of its property for the Well Facilities and access thereto, far in excess of its fair market value. CCSD has already paid CUSD many times what the Subject Property is worth, and CUSD still demands more money and insists on only offering CCSD temporary access and use rights, rather than permanent rights, which the CUSD Board has indicated it will not, under any circumstances, voluntarily sell to CCSD for any price. CUSD has threatened to cut off CCSD's use of the Well Facilities permanently if its demands for inequitable payments for these temporary rights are not met;
- D. Diversion of potable water from the Santa Rosa Creek using the SR4 well is an absolute necessity in the water production portfolio for CCSD and the community. Approximately twenty percent (20%) of the CCSD annual water demand (after conservation) is pumped from the SR4 well. The SR4 pumping quota is distributed uniformly from May through October. Sole reliance on the San Simeon Well Field – which diverts water from CCSD's only other water source, the San Simeon Creek – occurs during the “Wet Season” from November through April. As the decline in well levels in the San Simeon Creek Basin takes place over the “Dry Season” (May through October), dependence on the Santa Rosa Basin and specifically on well SR4 is required. This critical water source is the key to effective aquifer management, which is of the utmost significance in conserving diversion from the San Simeon Well Field. Despite the calendar end of the Dry Season and beginning of the Wet Season, beneficial precipitation and aquifer regeneration often do not occur until late December or January. Reliance on the SR4 well relieves the harmful effects of over-pumping the San Simeon Basin and other avoidable adverse impacts. Such adverse impacts to the aquifer can take several wet years to restore, and over-withdrawal could depress well levels to a point below stable conditions where saltwater intrusion may occur and render the basin unusable. Well SR4 has become even more important as the current status of the District's potable water infrastructure includes a temporary potable transmission line from the San Simeon Well Field as a result of a catastrophic failure of the main San Simeon Transmission Line. Additionally, well SR3 – a well in CCSD's downstream Santa Rosa Creek wellfield – is currently offline for treatment process upgrades as per the State Water Resources Control Board Division of Drinking Water; and
- E. The limited nature of CCSD's extremely scarce water supply, even with the use of SR4, has been thoroughly documented in federal court and established by judicial order, as set forth in the September 6, 2022 ruling and Findings of Fact and Conclusions of Law, issued in *Michael Windeler et. al., v. Cambria Community Services District et. al.*, United States District Court for the Central District of California, Case Number 19-6325.

SECTION 3. To the extent any portion of the Subject Property is already devoted to a public use by CUSD, CCSD's proposed use of the Subject Property is a more necessary public use pursuant to California Code of Civil Procedure sections 1240.610 et seq., for the following reasons:

- A. CCSD's Well Facilities, which are located on the Subject Property, are a critical source of water for Cambria, and the proposed acquisition of the Subject Property ensures that this water source will be permanently available to CCSD and its customers, without interference from CUSD, which has both (1) demanded that the Well Facilities be removed, and (2) claimed that CUSD now owns the Well Facilities;
- B. Cambria has an extremely limited water supply, and without the Well Facilities, CCSD may not be able to continue to reliably provide water for all of its existing customer year after year, which would be a major public health and safety crisis;
- C. CCSD's ratepayers will realize long term savings from ceasing to pay rent to CUSD in perpetuity for the use of its property, far in excess of its market value. CUSD's own service population, the majority of which are CCSD ratepayers, would likewise monetary benefit. CCSD has already paid CUSD many times what the Subject Property is worth, and CUSD still demands more money and insists on only offering CCSD temporary access and use rights, rather than permanent rights, which the CUSD Board has indicated it will not voluntarily sell, under any circumstances, to CCSD for any price. CUSD has threatened to cut off CCSD's use of the Well Facilities permanently if its demands for inequitable payments for these temporary rights are not met.;
- D. CUSD currently has no use for the Subject Property, which is nearly entirely occupied by the existing CCSD Well Facilities, and is outside of area of the Larger Parcel occupied by Coast Union High School;
- E. CUSD has no public use for the subsurface easement rights being acquired by CCSD, which by contrast, are of great importance to CCSD and the public for the purposes of transporting water diverted by the SR4 well and related purposes;
- F. CCSD's acquisition of the Subject Property would not interfere with CUSD's use of the Larger Parcel, because CCSD's above-ground operations on the Subject Property would remain largely unchanged, and in fact improved, and subsurface easements would in no way interfere with CUSD's use of the Larger Parcel;
- G. Diversion of potable water from the Santa Rosa Creek using the SR4 well is an absolute necessity in the water production portfolio for CCSD and the community. Approximately twenty percent (20%) of the CCSD annual water demand (after conservation) is pumped from the SR4 well. The SR4 pumping quota is distributed uniformly from May through October. Sole reliance on the San Simeon Well Field – which diverts water from CCSD's only other water source, the San Simeon Creek – occurs during the "Wet Season" from November through April. As the decline in well levels in the San Simeon Creek Basin takes place over the "Dry Season" (May through October), dependence on the Santa Rosa Basin and specifically on well

SR4 is required. This critical water source is the key to effective aquifer management, which is of the utmost significance in conserving diversion from the San Simeon Well Field. Despite the calendar end of the Dry Season and beginning of the Wet Season, beneficial precipitation and aquifer regeneration often do not occur until late December or January. Reliance on the SR4 well relieves the harmful effects of over-pumping the San Simeon Basin and other avoidable adverse impacts. Such adverse impacts to the aquifer can take several wet years to restore, and over-withdrawal could depress well levels to a point below stable conditions where saltwater intrusion may occur and render the basin unusable. Well SR4 has become even more important as the current status of the District's potable water infrastructure includes a temporary potable transmission line from the San Simeon Well Field as a result of a catastrophic failure of the main San Simeon Transmission Line. Additionally, well SR3 – a well in CCSD's downstream Santa Rosa Creek wellfield – is currently offline for treatment process upgrades as per the State Water Resources Control Board Division of Drinking Water

H. Condemnation of the Subject Property will result in a safer conditions on the Larger Parcel, and in fact result in less interference with CUSD's use thereof when compared to existing conditions, for the following reasons:

1. Currently and continuously since the construction of the SR4 Well Facilities over 20 years ago, CCSD accesses the SR4 Well Facilities using an access road that travels along the Coast Unified High School baseball field and enters the Subject Property on the eastern property line, without any physical separation from the Larger Parcel. Following condemnation of the Subject Property, CCSD would access the Well Facilities from the Larger Parcel's western property line, which is much closer to the Well Facilities and results in a shorter access road. This road would also be physically separated from the Larger Parcel by a fence, and would travel over a much less utilized area of the Larger Parcel than the existing access road. The area will be secured by locked gates, but CUSD will have keys along with CCSD. The existing access roads total approximately 1,500 linear feet over the Larger Parcel, and the new access road and driveway easement would be a total of only 330 linear feet. The proposed alignment of all the easements that make up the Subject Property are shown on page 5 of CCSD's Statement of Basis for Just Compensation, which is included as Exhibit 7, as an attachment to CCSD's November 27, 2023 offer to purchase the Subject Property.
2. CUSD has complained about the lack of physical separation between CCSD's vehicles accessing the Well Facilities and the High School, and based on the parties' previous communications, CCSD and CUSD actually agree the new alignment, as proposed in this Resolution, will be safer and generally a significant improvement for all parties over the existing conditions, which necessarily includes any time extension to the Existing Easement.

- I. CUSD will continue to have the ability to access and utilize its two irrigation wells and associated infrastructure on the Subject Property, in perpetuity, without interference from CCSD, pursuant to an easement reserved in favor of CUSD over the portion of the Subject Property that CCSD proposes to acquire in fee (see, Exhibit 1). CUSD's operations of these wells will not change as a result of the change of ownership of the underlying Subject Property, as the surface improvements in the area to be acquired in fee – which is where both of CUSD's well are located – will be entirely unchanged.

SECTION 4. A significant portion of the Subject Property – and nearly all the above-ground use thereof, and in particular, where the Well Facilities are located – is currently appropriated to public use by CCSD, not CUSD.

SECTION 5. CCSD is authorized to acquire the Subject Property, including the improvements thereon for the public use set forth herein in accordance with the California Constitution and the California Eminent Domain Law, Code of Civil Procedure section 1230.010 et seq. and pursuant to Government Code sections 37350.5 and 40404.

SECTION 6. The proposed use of the Subject Property is planned or located in a manner that will be most compatible with the greatest public good and the least private and public injury, because it largely entails a mere change in ownership of underling property, as well as permanent subsurface pipeline easements and surface access rights, without changing the use of much of the Subject Property, and thus there will be no injury to CUSD or otherwise. Further, to the extent the use is changed by moving the location of the surface access road and subsurface easements, the condemnation of the Subject Property will result in a safer condition on the Larger Parcel, and in fact result in less interference with, or injury to, CUSD's use thereof when compared to existing conditions and the least private or public injury possible, for the following reasons:

- A. Currently and continuously since the construction of the SR4 Well Facilities over 20 years ago, CCSD accesses the SR4 Well Facilities using an access road that travels along the Coast Unified High School baseball field and enters the Subject Property on the eastern property line, without any physical separation from the Larger Parcel. Following condemnation of the Subject Property, CCSD would access the Well Facilities from the Larger Parcel's western property line, which is much closer to the Well Facilities and results in a shorter access road. This road would also be physically separated from the Larger Parcel by a fence, and would travel over a much less utilized area of the Larger Parcel than the existing access road. The area will be secured by locked gates, but CUSD will have keys along with CCSD. The existing access roads total approximately 1,500 linear feet over the Larger Parcel, and the new access road and driveway easement would be a total of only 330 linear feet. The proposed alignment of all the easements that make up the Subject Property are shown on page 5 of CCSD's Statement of Basis for Just Compensation as an attachment to CCSD's November 27, 2023 offer to purchase the Subject Property.
- B. CUSD has complained about the lack of physical separation between CCSD's vehicles accessing the Well Facilities and the High School, and based on the parties' previous communications, CCSD and CUSD actually agree the new

alignment, as proposed in this Resolution, will be safer and generally better for all parties than the existing conditions, which necessarily includes any time extension to the Existing Easement.

SECTION 7. The Subject Property is necessary for CCSD’s proposed use, because CUSD has demanded that CCSD remove and/or cease all use of the Well Facilities, and has refused to voluntarily sell the Subject Property to CCSD, or allow CCSD to continue use the Subject Property in exchange for reasonable, fair market consideration. Without condemnation, CUSD has made clear to CCSD that it will lose the ability to use the Well Facilities, a critical piece of its finite water supply. Further, even if CCSD and CUSD were able to reach an agreement that would extend CCSD’s temporary rights to use and access the Well Facilities, the risk that CUSD would refuse to extend those rights the next time they expire remains, particularly based on its conduct over the last several years. Thus, further extension of temporary access and use rights would not eliminate CCSD’s concern that it may lose the ability to use the Well Facilities in the future. The Board finds and declares that it must acquire the Subject Property in order to permanently secure the right to use and access the Well Facilities in perpetuity, in order to secure its extremely vulnerable water portfolio.

SECTION 8. The offer required by Government Code section 7267.2(a), together with the accompanying statement of, and summary of the basis for, the amount established as just compensation, was made to the owner or owners of record on or about November 27, 2023, which offer and accompanying statement/summary were in a form and contained all of the factual disclosures provided by Government Code section 7267.2(a).

SECTION 9. The proposed acquisition of the Subject Property is exempt from CEQA, because, *inter alia*, there is no possibility that the change of ownership of existing improvements would have a significant impact on the environment (14 Cal. Code Regs. [“CEQA Guidelines”] § 15061(b)(3)), projects involving pipelines are statutorily exempt (CEQA Guidelines 15282(k); Pub. Res. Code 21080.21), and the Class 1 (Existing Facilities), Class 2 (Replacement or Reconstruction), Class 3 (New Construction of Small Structures), Class 4 (Minor Alterations to Land), Class 15 (Minor Land Divisions), and Class 32 (Infill) categorical exemptions all apply here, and there is no reasonable possibility that the acquisition of the Subject Property would result in significant effect on the environment due to unusual circumstances, and no unusual circumstances exist. In addition to the facts set forth above, the Board’s determination, in its independent judgement, that the proposed acquisition of the Subject Property is exempt from CEQA is based on the following facts, among others:

- A. The proposed 2.39 acre fee acquisition of the Well Facilities, as described in detail in Exhibit 1 and page 14 of the Statement of Basis for Just Compensation, would not result in any construction or other physical changes to the environment of the Well Facilities as they currently exist. The Creek Woodland area will remain entirely undisturbed and unaffected by CCSD’s operations. The condemnation authorized by this Resolution would instead simply change ownership of the underlying fee property interest.
- B. The underground pipeline easements, as detailed in Exhibits 2 through 5 and described on pages 14-15 of the Statement of Basis for Just Compensation, would include limited construction activities in areas already disturbed by paved roads,

landscaping, lawn, or other similar improvements, which will be repaired and/or replaced, which would not result in any significant impacts or entail unusual circumstances. The operation of these underground improvements would not result in any impacts on the environment. Further, all of the activities required to install and maintain the proposed pipelines within the Subject Property are statutorily exempt from CEQA, as the pipelines are all less than one mile in length. (Pub. Res. Code § 21080.21.)

- C. The shared surface access road and driveway easement described in Exhibit 5 would result in an ornamental grass lawn being replaced by a paved road, and would not result in any significant impacts or entail unusual circumstances. Due to the fact that after the acquisition of the Subject Property, access to the Well Facilities would be closer to the edge of the Larger Parcel property line and the new access road would be much shorter than the existing access, acquisition of the Subject Property would generally reduce any impacts on the environment resulting from accessing the Well Facilities, *i.e.*, any impacts of mobile source air quality emissions, greenhouse gas emissions, traffic/vehicle miles traveled, and noise. All other impacts would remain the same as existing conditions, or be reduced. Acquisition of the Subject Property would also reduce the potential for impacts from traffic hazards, when compared to existing conditions.
- D. The shared driveway access easement described in Exhibit 6 would allow access over an existing paved driveway and parking lot, and would not require any construction activities. Again, due to the fact that after the acquisition of the Subject Property, access to the Well Facilities would be closer to the edge of the Larger Parcel property line and the new access road would be much shorter than the existing access, acquisition of the Subject Property would generally reduce any impacts on the environment resulting from accessing the Well Facilities, *i.e.*, any impacts of mobile source air quality emissions, greenhouse gas emissions, traffic/vehicle miles traveled, and noise. All other impacts would remain the same as existing conditions, or be reduced. Acquisition of the Subject Property would also reduce the potential for impacts from traffic hazards, when compared to existing conditions.
- E. The amount of water diverted from the SR4 well would not change as a result of the acquisition of the Subject Property. The Well Facilities would be operated identically as prior to the acquisition of the Subject Property, and pursuant to the same State licenses and other regulatory approvals that are currently in place.

SECTION 10. The Board is hereby authorized and empowered to acquire the Subject Property in accordance with the applicable provisions of the Code of Civil Procedure, Government Code sections 37350.5 and 40404, and the Constitution of California relating to eminent domain, consistent with the proposed Grant Deed attached hereto as Exhibit “1,” and proposed easements attached hereto as Exhibits “2” through “6.”

SECTION 11. The proposed acquisition of the Subject Property would be consistent with the County of San Luis Obispo’s General Plan and certified Local Coastal Program, and all other applicable County and other land use regulations.

SECTION 12. The law firm of Rutan & Tucker, LLP, as the CCSD's special counsel, is hereby authorized to prepare and prosecute in the name of the CCSD such proceeding or proceedings in the court having jurisdiction thereof as are necessary for such acquisition; and to prepare and file such pleadings, documents, and other instruments and to make such arguments and generally to take such action as may be necessary in the opinion of said attorneys to acquire for the CCSD the Subject Property, including the improvements thereon. Said attorneys are specifically authorized to take whatever steps and/or procedures are available to them under the eminent domain law of the State of California.

THE FOREGOING RESOLUTION WAS CONSIDERED, PASSED, APPROVED, AND ADOPTED this 11th day of April, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

BOARD OF DIRECTORS
CAMBRIA COMMUNITY SERVICES DISTRICT

Tom Gray, President
Board of Directors

ATTEST:

Haley Dodson
Confidential Administrative Assistant

APPROVED AS TO FORM

Timothy J. Carmel
District Counsel

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Cambria Community Services District
1316 Tamson Drive
Cambria, CA 93428
Attention: General Manager

Portion of APN: 013-081-075

(Space Above This Line for Recorder’s Office Use Only)

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383

EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV& TAX CODE §11922

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Coast Unified School District, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California (“Grantor”), hereby grants to the Cambria Community Services District, a California special district (“Grantee”), that certain real property located in the unincorporated community of Cambria in the County of San Luis Obispo, State of California, as described in the legal description attached hereto as Exhibit “A1” and depicted on Exhibit “B1,” which are incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of ____, 2024 but to be effective upon recordation.

COAST UNIFIED SCHOOL DISTRICT,
a public school district

By: _____
Name: _____
Title: _____

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 _____, before me, _____,
(insert name and title of the officer)

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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

PUBLIC AGENCY CERTIFICATE OF ACCEPTANCE

(Government Code section 27281)

This is to certify that the interest in real property conveyed by the Grant Deed, dated _____, from Coast Unified School District to the Cambria Community Services District, a special district (“Grantee”), is hereby accepted by the undersigned officer on behalf of the Grantee, pursuant to authority conferred by the California Constitution and by legislative body action Grantee, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

CAMBRIA COMMUNITY SERVICES
DISTRICT, a California special district

By: _____
Matthew McElhenie, General Manager
(or designee)

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 Riverside)

On _____, before me, _____,
(insert name and title of the officer)

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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT A1

**Legal Description
Fee Parcel**

Well Site, Water Treatment Plant, Pipelines and Access

A portion of Sections 23 and 24 of Township 27 South, Range 8 East, Mount Diablo Base and Meridian in the County of San Luis Obispo, State of California as described as Parcel 1 in the deed to Coast Union Unified School District recorded November 4, 1997 as Document Number 1997-062812 of Official Records, in the Office of the County Recorder of said County and State, and being more particularly described as follows:

Commencing at 2 ¼" brass disk monument set in the southwest corner of the Main Street bridge over Santa Rosa Creek as shown on the Corner Record filed in Book 35 of Corner Records at Page 75, in the County Surveyor's Office of said County, said monument having the following state plane coordinates:

Northing 2,406,235.07
Easting 5,647,371.47

Thence from said point of commencement, North 37°19'50" East 1289.93 feet to the True Point of Beginning; thence

- 1) North 69°09'13" East a distance of 26.10 feet; thence
- 2) South 58°26'19" East a distance of 150.14 feet; thence
- 3) South 21°48'04" East a distance of 55.98 feet; thence
- 4) South 76°10'11" East a distance of 94.16 feet; thence
- 5) South 56°38'52" East a distance of 53.20 feet; thence
- 6) South 62°08'14" East a distance of 205.94 feet; thence
- 7) South 27°13'38" West a distance of 71.80 feet; thence
- 8) North 62°46'22" West a distance of 60.00 feet; thence
- 9) South 39°26'11" West a distance of 148.00 feet to the southwest line of said Coast Union Unified School District property and center line of Santa Rosa Creek; thence
- 10) North 53°30'47" West along the southwest line of said Coast Union Unified School District property and center line of Santa Rosa Creek a distance of 559.81 feet to a point which lies South 57°58'33" West from the true point of beginning; thence
- 11) North 57°58'33" East a distance of 164.23 feet, more or less, to the True Point of Beginning.

EXCEPTING THEREFROM, the right for Coast Unified School District to use, access and maintain the two irrigation wells owned by Coast Unified School District within the above-described parcel, and make any use of the above-described parcel reasonably necessary and incidental to the use, access and maintenance of said wells.

Exhibit 1

The bearings and distances for this description are based on state plane coordinates, NAD83 (2011), Zone 5, 2010.00 Epoch from NGS control station "WINDSOR", PID DH6702, having the following state plane coordinates:

 Northing 2,407,430.05


 Easting 5,638,536.79

To obtain geodetic bearings, rotate bearing shown 1°46'10" counter-clockwise.

To obtain ground distances, divide distances shown by 1.00002374.

The above-described parcel contains approximately 2.39 acres and is graphically shown on Exhibit B1 attached hereto and made a part hereof.

* * *

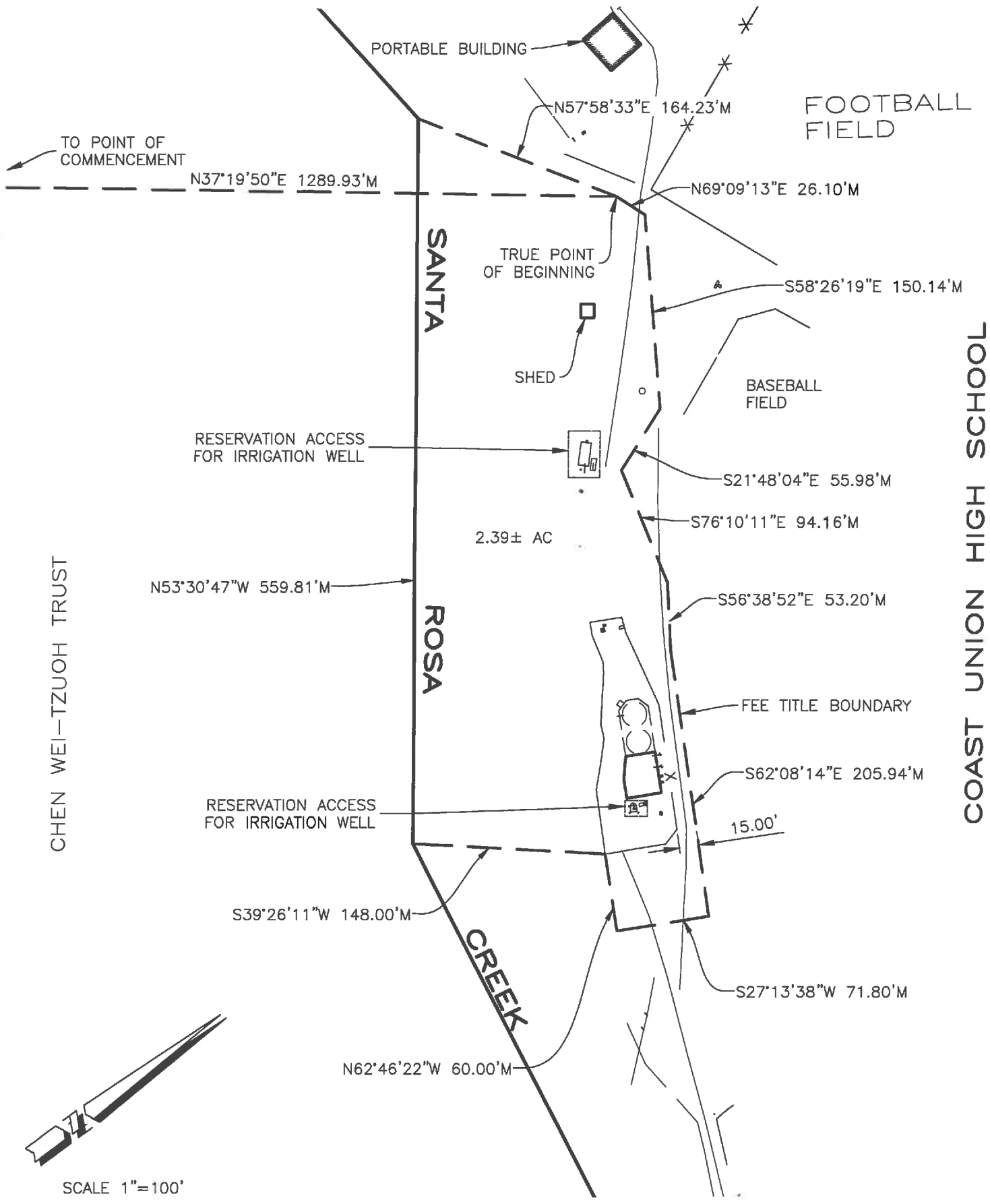

Michael B. Stanton, PLS 5702 Date 4-4-2024



N:\2024\24-080 Coast Union High School - Cambria\Legal Descriptions\Legal Descriptions - Exhibits A-A6.doc
4/4/2024 2:32 PM

EXHIBIT 1 "B1"

Exhibit 1



COAST UNION HIGH SCHOOL

N:\2024\24-080 Coast Union High School - Cambria\C3D\24-080 Coast Union HS - Exhibits.dwg, B.5X11 EXH B1, Apr 04, 2024 2:17pm, MStanton



MICHAEL B. STANTON, PLS 5702
 3559 SOUTH HIGUERA ST.
 SAN LUIS OBISPO, CA 93401
 805-594-1960

WELL SITE-WATER TREATMENT PLANT UNDERGROUND PIPELINE & ACCESS

April 4, 2024 JOB #24-080

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Cambria Community Services District
1316 Tamson Drive
Cambria, CA 93428
Attention: General Manager

Portion of APN: 013-081-075

(Space Above This Line for Recorder's Office Use Only)

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV& TAX CODE §11922

GRANT OF EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by **Coast Unified School District ("Grantor")**, Grantor does hereby GRANT and CONVEY to the **Cambria Community Services District ("Grantee")**, and its successors and assigns, a permanent easement ("**Easement**") over, above, on, under, in, across, along and through that certain real property located in the unincorporated community of Cambria in the County of San Luis Obispo, State of California, more fully described in EXHIBIT "A2" and depicted in EXHIBIT "B2" attached hereto and incorporated herein by reference (hereinafter referred to as the "**Easement Area**"), for the construction, placement, operation of underground pipelines, appurtenant structures, and any other associated improvements (collectively, the "**Facilities**").

The Easement includes the perpetual right to construct, repair, replace, remove, maintain, modify and/or adjust, as applicable, the Facilities, and appurtenances thereto, drainage structures, and appurtenances thereto, and such other related purposes, authorized by statute or deemed by common law to be compatible and consistent with the purpose(s) of the Easement, including without limitation the perpetual right of ingress/egress and the right of maintenance. The Easement includes and is granted together with the right of Grantee to remove obstructions, structures and/or other improvements, as well as to trim and remove landscaping, trees and other vegetation, over, above, on, under, in, across, along and through the Easement Area. The Easement Area may be used by Grantor for access and any other purpose that does not unreasonably interfere with Grantee's use thereon.

This instrument, including, without limitation, the grants and other terms and provisions set forth herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and/or under this instrument and may do so without obtaining the consent of or providing notice to Grantee.

Subject to the terms of this instrument, the covenants contained in this instrument shall run with the land.

IN WITNESS WHEREOF, Grantor has executed this instrument as of this day of _____, 2024.

GRANTOR:
COAST UNIFIED SCHOOL DISTRICT

Dated: _____

By: _____

Print Name: _____

Its: _____

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 _____, 2024, before me, _____, 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Grant of Easement to the Cambria Community Services District (“CCSD”), a California special district (“Grantee”), is hereby accepted by the undersigned officer on behalf of the Board of Directors pursuant to the authority granted to it by the California Constitution and by legislative body action, and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated: _____

CAMBRIA COMMUNITY SERVICES DISTRICT

By: _____ (or designee)
Matthew McElhenie, General Manager

EXHIBIT A2

**Legal Description
Water Pipeline Easement**

A portion of Sections 23 and 24 of Township 27 South, Range 8 East, Mount Diablo Base and Meridian in the County of San Luis Obispo, State of California as described as Parcel 1 in the deed to Coast Union Unified School District recorded November 4, 1997 as Document Number 1997-062812 of Official Records, in the Office of the County Recorder of said County and State, and being more particularly described as follows:

A strip of land 20' in width, lying 10 feet on each side of the following described centerline.

Commencing at 2 ¼" brass disk monument set in the southwest corner of the Main Street bridge over Santa Rosa Creek as shown on the Corner Record filed in Book 35 of Corner Records at Page 75, in the County Surveyor's Office of said County, said monument having the following state plane coordinates:

Northing 2,406,235.07
Easting 5,647,371.47

Thence from said point of commencement, North 44°28'11" East a distance of 1327.07 feet the True Point of Beginning; thence

1) South 56°38'52" East a distance of 133.42 feet to the Point of Terminus

The sidelines of the above-described parcel should be lengthened and/or shortened to intersect adjacent course sidelines and property boundaries.

The bearings and distances for this description are based on state plane coordinates, NAD83 (2011), Zone 5, 2010.00 Epoch from NGS control station "WINDSOR", PID DH6702, having the following state plane coordinates:


Northing 2,407,430.05
Easting 5,638,536.79

To obtain geodetic bearings, rotate bearing shown 1°46'10" counter-clockwise.

To obtain ground distances, divide distances shown by 1.00002374.

The above-described parcel is graphically shown on Exhibit B2 attached hereto and made a part hereof.

* * *


Michael B. Stanton, PLS 5702 Date

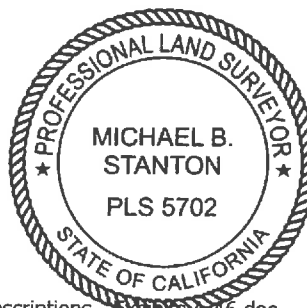
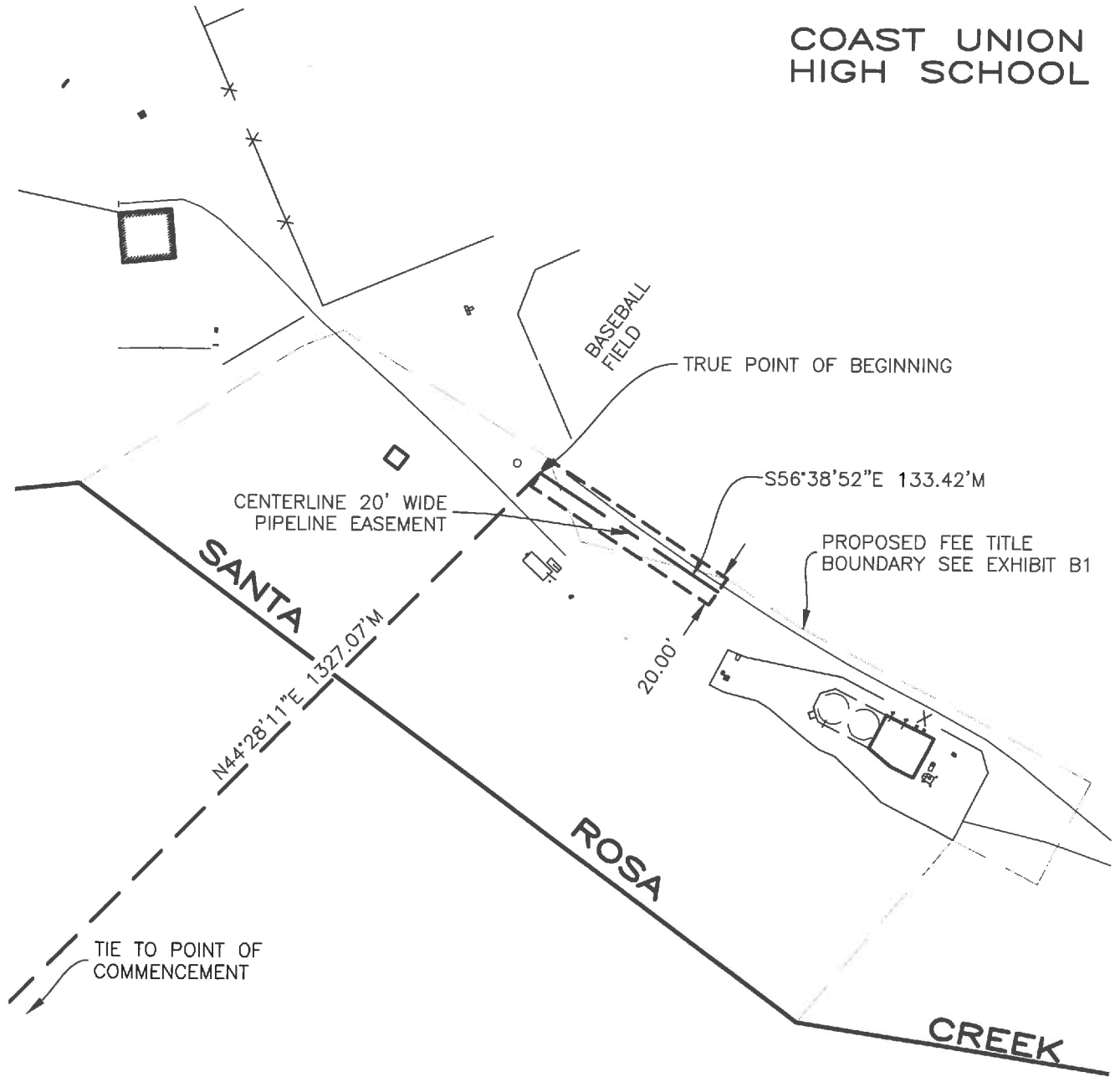


EXHIBIT 2 "B2"

COAST UNION HIGH SCHOOL



N:\2024\24-080 Coast Union High School - Cambria\C3D\24-080 Coast Union HS - Exhibits.dwg. B.5X11 EXH B2, Apr 04, 2024 10:11am, jiner



SCALE 1"=100'



MICHAEL B. STANTON, PLS 5702
3559 SOUTH HIGUERA ST.
SAN LUIS OBISPO, CA 93401
805-594-1960

WATER PIPELINE EASEMENT

April 4, 2024

JOB #24-080

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Cambria Community Services District
1316 Tamson Drive
Cambria, CA 93428
Attention: General Manager

Portion of APN: 013-081-075

(Space Above This Line for Recorder's Office Use Only)

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV& TAX CODE §11922

GRANT OF EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by **Coast Unified School District ("Grantor")**, Grantor does hereby GRANT and CONVEY to the **Cambria Community Services District ("Grantee")**, and its successors and assigns, a permanent easement ("**Easement**") over, above, on, under, in, across, along and through that certain real property located in the unincorporated community of Cambria in the County of San Luis Obispo, State of California, more fully described in EXHIBIT "A3" and depicted in EXHIBIT "B3" attached hereto and incorporated herein by reference (hereinafter referred to as the "**Easement Area**"), for the construction, placement, operation of underground pipelines, appurtenant structures, and any other associated improvements (collectively, the "**Facilities**").

The Easement includes the perpetual right to construct, repair, replace, remove, maintain, modify and/or adjust, as applicable, the Facilities, and appurtenances thereto, drainage structures, and appurtenances thereto, and such other related purposes, authorized by statute or deemed by common law to be compatible and consistent with the purpose(s) of the Easement, including without limitation the perpetual right of ingress/egress and the right of maintenance. The Easement includes and is granted together with the right of Grantee to remove obstructions, structures and/or other improvements, as well as to trim and remove landscaping, trees and other vegetation, over, above, on, under, in, across, along and through the Easement Area. The Easement Area may be used by Grantor for access and any other purpose that does not unreasonably interfere with Grantee's use thereon.

This instrument, including, without limitation, the grants and other terms and provisions set forth herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and/or under this instrument and may do so without obtaining the consent of or providing notice to Grantee.

Subject to the terms of this instrument, the covenants contained in this instrument shall run with the land.

IN WITNESS WHEREOF, Grantor has executed this instrument as of this day of _____, 2024.

GRANTOR:
COAST UNIFIED SCHOOL DISTRICT

Dated: _____

By: _____

Print Name: _____

Its: _____

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 _____, 2024, before me, _____, 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Grant of Easement to the Cambria Community Services District (“CCSD”), a California special district (“Grantee”), is hereby accepted by the undersigned officer on behalf of the Board of Directors pursuant to the authority granted to it by the California Constitution and by legislative body action, and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated: _____

CAMBRIA COMMUNITY SERVICES DISTRICT

By: _____ (or designee)
Matthew McElhenie, General Manager

EXHIBIT A3

**Legal Description
Water Pipeline Easement**

A portion of Sections 23 and 24 of Township 27 South, Range 8 East, Mount Diablo Base and Meridian in the County of San Luis Obispo, State of California as described as Parcel 1 in the deed to Coast Union Unified School District recorded November 4, 1997 as Document Number 1997-062812 of Official Records, in the Office of the County Recorder of said County and State, and being more particularly described as follows:

A strip of land 20' in width, lying 10 feet on each side of the following described centerline.

Commencing at 2 1/4" brass disk monument set in the southwest corner of the Main Street bridge over Santa Rosa Creek as shown on the Corner Record filed in Book 35 of Corner Records at Page 75, in the County Surveyor's Office of said County, said monument having the following state plane coordinates:

Northing 2,406,235.07
Easting 5,647,371.47

Thence from said point of commencement, North 29°09'50" East a distance of 1428.25 feet the True Point of Beginning; thence

- 1) North 23°44'29" West a distance of 12.72 feet to an angle point; thence
- 2) North 48°32'25" West a distance of 73.82 feet, more or less to the southeasterly right-of-way line of Santa Rosa Creek Road and point of terminus

The sidelines of the above-described parcel should be lengthened and/or shortened to intersect adjacent course sidelines and property boundaries.

The bearings and distances for this description are based on state plane coordinates, NAD83 (2011), Zone 5, 2010.00 Epoch from NGS control station "WINDSOR", PID DH6702, having the following state plane coordinates:

Northing 2,407,430.05
Easting 5,638,536.79

To obtain geodetic bearings, rotate bearing shown 1°46'10" counter-clockwise.
To obtain ground distances, divide distances shown by 1.00002374.

The above-described parcel is graphically shown on Exhibit B3 attached made a part hereof.


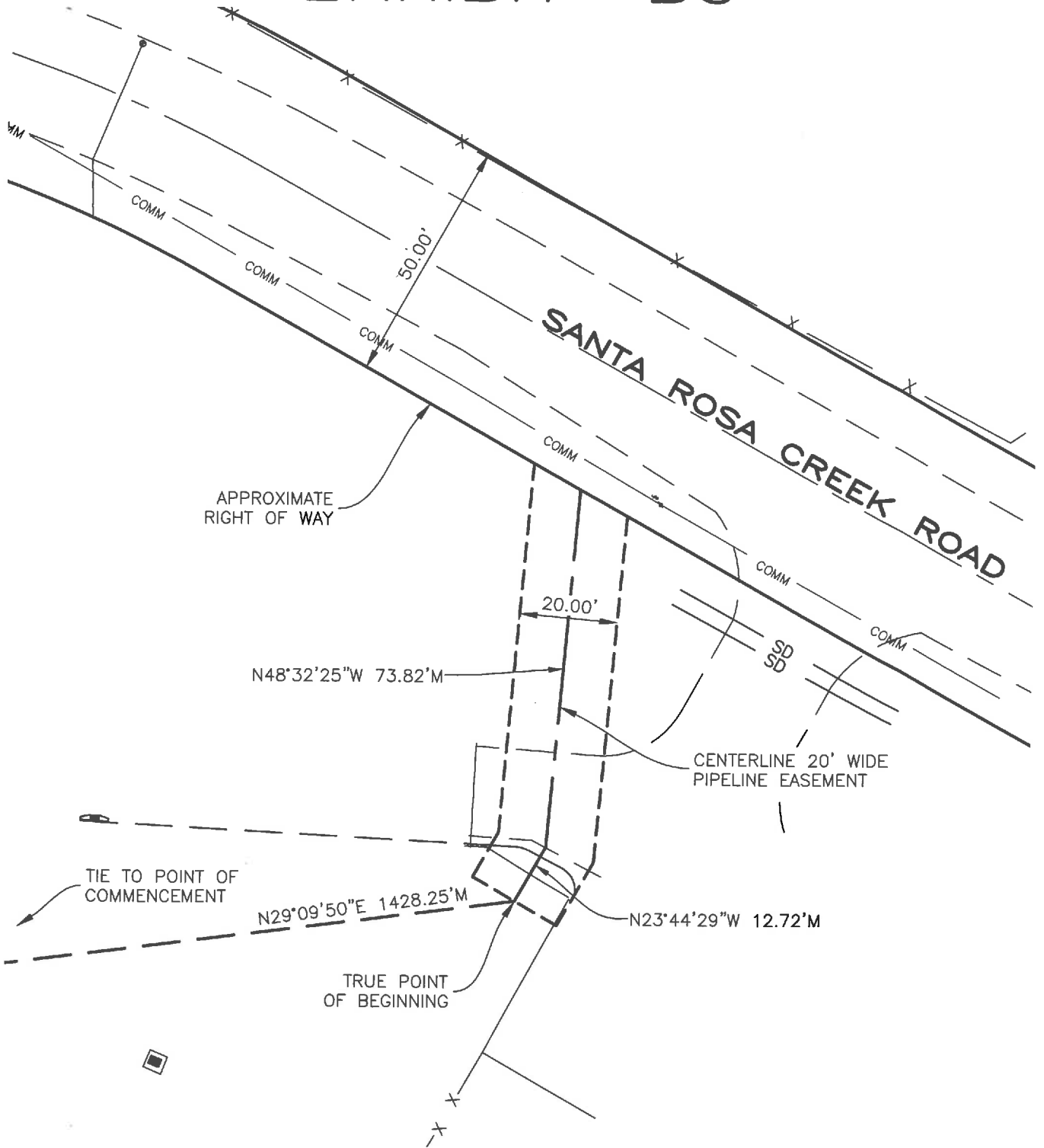

Michael B. Stanton, PLS 5702 Date 4-4-2024



EXHIBIT 3 "B3"

Exhibit 3



COAST UNION
HIGH SCHOOL

SCALE 1"=30'



MICHAEL B. STANTON, PLS 5702
3559 SOUTH HIGUERA ST.
SAN LUIS OBISPO, CA 93401
805-594-1960

WATER PIPELINE EASEMENT

April 4, 2024

JOB #24-080

N:\2024\24-080 Coast Union High School - Cambria\C3D\24-080 Coast Union HS - Exhibits.dwg, 8.5X11 EXH B3, Apr 04, 2024 10:12am, jiner

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Cambria Community Services District
1316 Tamson Drive
Cambria, CA 93428
Attention: General Manager

Portion of APN: 013-081-075

(Space Above This Line for Recorder's Office Use Only)

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV& TAX CODE §11922

GRANT OF EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by **Coast Unified School District ("Grantor")**, Grantor does hereby GRANT and CONVEY to the **Cambria Community Services District ("Grantee")**, and its successors and assigns, a permanent easement ("**Easement**") over, above, on, under, in, across, along and through that certain real property located in the unincorporated community of Cambria in the County of San Luis Obispo, State of California, more fully described in EXHIBIT "A4" and depicted in EXHIBIT "B4", attached hereto and incorporated herein by reference (hereinafter referred to as the "**Easement Area**"), for the construction, placement, operation, and maintenance of a paved roadway for use by heavy trucks and other vehicles and underground pipelines, appurtenant structures, and any other associated improvements, including but not limited to above-ground paved roadway, underground pipelines, and any other related improvements (collectively, the "**Facilities**").

The Easement includes the perpetual right to construct, repair, replace, remove, maintain, modify and/or adjust, as applicable, the Facilities, and appurtenances thereto, drainage structures, and appurtenances thereto, and such other related purposes, authorized by statute or deemed by common law to be compatible and consistent with the purpose(s) of the Easement, including without limitation the perpetual right of ingress/egress and the right of maintenance. The Easement includes and is granted together with the right of Grantee to remove obstructions, structures and/or other improvements, as well as to trim and remove landscaping, trees and other vegetation, over, above, on, under, in, across, along and through the Easement Area. The Easement Area may be used by Grantor for access and any other purpose that does not unreasonably interfere with Grantee's use thereon.

This instrument, including, without limitation, the grants and other terms and provisions set forth herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and/or under this instrument and may do so without obtaining the consent of or providing notice to Grantee.

Subject to the terms of this instrument, the covenants contained in this instrument shall run with the land.

IN WITNESS WHEREOF, Grantor has executed this instrument as of this day of _____, 2024.

GRANTOR:
COAST UNIFIED SCHOOL DISTRICT

Dated: _____

By: _____

Print Name: _____

Its: _____

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 _____, 2024, before me, _____, 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Grant of Easement to the Cambria Community Services District (“CCSD”), a California special district (“Grantee”), is hereby accepted by the undersigned officer on behalf of the Board of Directors pursuant to the authority granted to it by the California Constitution and by legislative body action, and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated: _____

CAMBRIA COMMUNITY SERVICES DISTRICT

By: _____ (or designee)
Matthew McElhenie, General Manager

EXHIBIT A4

**Legal Description
Water Pipeline and Shared Access Easement**

A portion of Sections 23 and 24 of Township 27 South, Range 8 East, Mount Diablo Base and Meridian in the County of San Luis Obispo, State of California as described as Parcel 1 in the deed to Coast Union Unified School District recorded November 4, 1997 as Document Number 1997-062812 of Official Records, in the Office of the County Recorder of said County and State, and being more particularly described as follows:

A strip of land 20' in width, lying 10 feet on each side of the following described centerline.

Commencing at 2 1/4" brass disk monument set in the southwest corner of the Main Street bridge over Santa Rosa Creek as shown on the Corner Record filed in Book 35 of Corner Records at Page 75, in the County Surveyor's Office of said County, said monument having the following state plane coordinates:

Northing 2,406,235.07
Easting 5,647,371.47

Thence from said point of commencement, North 37°38'44" East a distance of 1297.72 feet the True Point of Beginning; thence

- 1) North 23°44'29" West a distance of 239.96 feet to the point of terminus.

The sidelines of the above-described parcel should be lengthened and/or shortened to intersect adjacent course sidelines and property boundaries.

The bearings and distances for this description are based on state plane coordinates, NAD83 (2011), Zone 5, 2010.00 Epoch from NGS control station "WINDSOR", PID DH6702, having the following state plane coordinates:

Northing 2,407,430.05
Easting 5,638,536.79

To obtain geodetic bearings, rotate bearing shown 1°46'10" counter-clockwise.
To obtain ground distances, divide distances shown by 1.00002374.

The above-described parcel is graphically shown on Exhibit B4 attached hereto and made a part hereof.

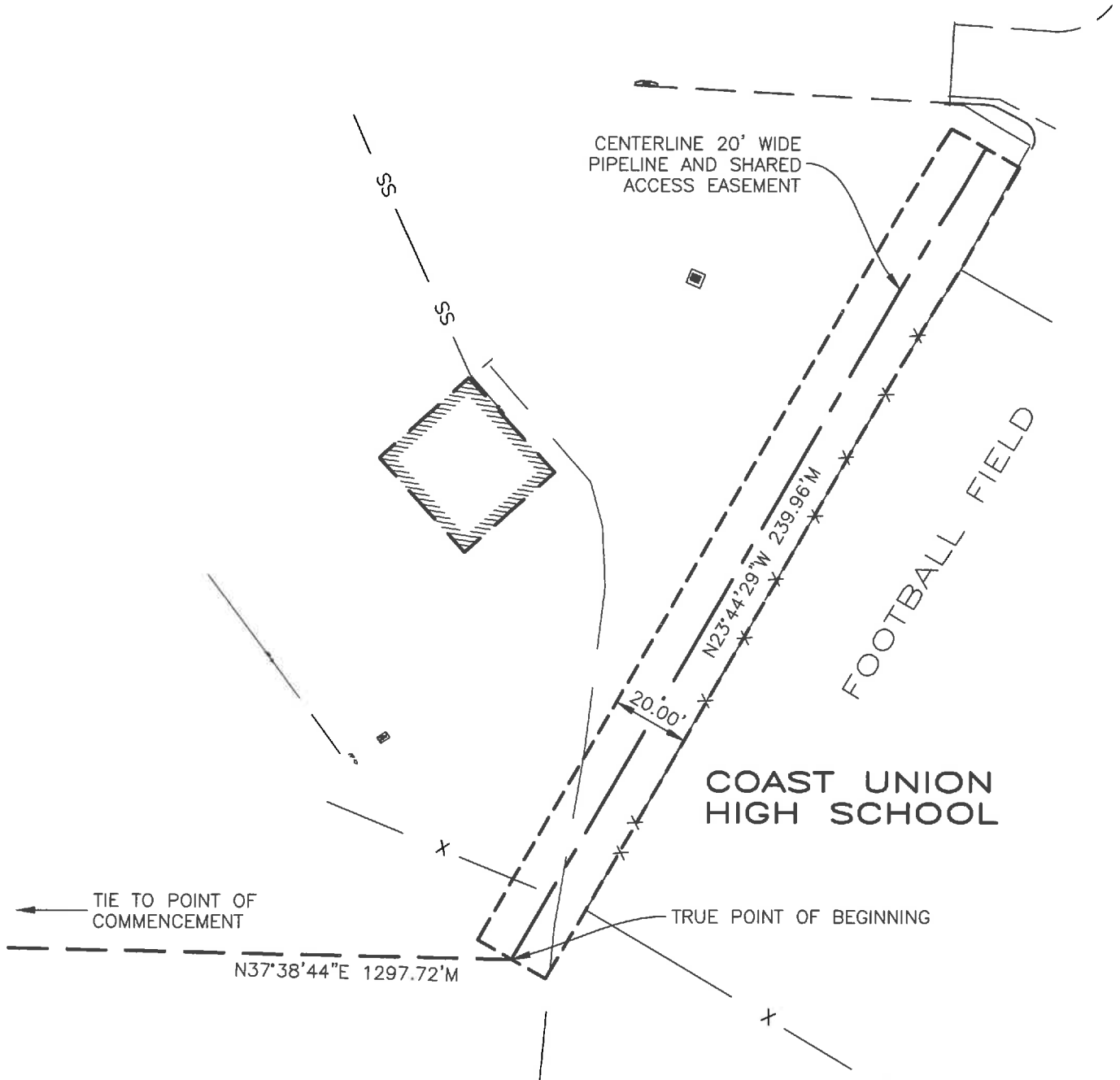
* * *


Michael B. Stanton, PLS 5702 Date



EXHIBIT 4 "B4"

Exhibit 4



TIE TO POINT OF COMMENCEMENT

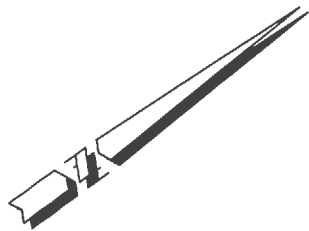
$N37^{\circ}38'44''E$ $1297.72'M$

CENTERLINE 20' WIDE PIPELINE AND SHARED ACCESS EASEMENT

FOOTBALL FIELD

COAST UNION HIGH SCHOOL

TRUE POINT OF BEGINNING



SCALE 1"=40'

N:\2024\24-080 Coast Union High School - Cambridge\3D\24-080 Coast Union HS - Exhibits.dwg, 8.5X11 EXH B4, Apr 04, 2024 2:46pm, jtinier



MICHAEL B. STANTON, PLS 5702
3559 SOUTH HIGUERA ST.
SAN LUIS OBISPO, CA 93401
805-594-1960

WATER PIPELINE EASEMENT &
SHARED ACCESS EASEMENT

April 4, 2024

JOB #24-080

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Cambria Community Services District
1316 Tamson Drive
Cambria, CA 93428
Attention: General Manager

Portion of APN: 013-081-075

(Space Above This Line for Recorder's Office Use Only)

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV& TAX CODE §11922

GRANT OF EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by **Coast Unified School District ("Grantor")**, Grantor does hereby GRANT and CONVEY to the **Cambria Community Services District ("Grantee")**, and its successors and assigns, a permanent easement ("**Easement**") over, above, on, under, in, across, along and through that certain real property located in the unincorporated community of Cambria in the County of San Luis Obispo, State of California, more fully described in EXHIBIT "A5" and depicted on EXHIBIT "B5" attached hereto and incorporated herein by reference (hereinafter referred to as the "**Easement Area**"), for the construction, placement, operation and maintenance of underground pipelines, appurtenant structures, and any other associated improvements (collectively, the "**Facilities**").

The Easement includes the perpetual right to construct, repair, replace, remove, maintain, modify and/or adjust, as applicable, the Facilities, and appurtenances thereto, drainage structures, and appurtenances thereto, and such other related purposes, authorized by statute or deemed by common law to be compatible and consistent with the purpose(s) of the Easement, including without limitation the perpetual right of ingress/egress and the right of maintenance. The Easement includes and is granted together with the right of Grantee to remove obstructions, structures and/or other improvements, as well as to trim and remove landscaping, trees and other vegetation, over, above, on, under, in, across, along and through the Easement Area. The Easement Area may be used by Grantor for access and any other purpose that does not unreasonably interfere with Grantee's use thereon.

This instrument, including, without limitation, the grants and other terms and provisions set forth herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and/or under this instrument and may do so without obtaining the consent of or providing notice to Grantee.

Subject to the terms of this instrument, the covenants contained in this instrument shall run with the land.

IN WITNESS WHEREOF, Grantor has executed this instrument as of this day of _____, 2024.

GRANTOR:
COAST UNIFIED SCHOOL DISTRICT

Dated: _____

By: _____

Print Name: _____

Its: _____

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 _____, 2024, before me, _____, 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Grant of Easement to the Cambria Community Services District (“CCSD”), a California special district (“Grantee”), is hereby accepted by the undersigned officer on behalf of the Board of Directors pursuant to the authority granted to it by the California Constitution and by legislative body action, and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated: _____

CAMBRIA COMMUNITY SERVICES DISTRICT

By: _____ (or designee)
Matthew McElhenie, General Manager

EXHIBIT A5

**Legal Description
Sewer Easement**

A portion of Sections 23 and 24 of Township 27 South, Range 8 East, Mount Diablo Base and Meridian in the County of San Luis Obispo, State of California as described as Parcel 1 in the deed to Coast Union Unified School District recorded November 4, 1997 as Document Number 1997-062812 of Official Records, in the Office of the County Recorder of said County and State, and being more particularly described as follows:

A strip of land 10 feet in width, lying 5 feet on each side of the following described centerline.

Commencing at 2 ¼" brass disk monument set in the southwest corner of the Main Street bridge over Santa Rosa Creek as shown on the Corner Record filed in Book 35 of Corner Records at Page 75, in the County Surveyor's Office of said County, said monument having the following state plane coordinates:

Northing 2,406,235.07
Easting 5,647,371.47

Thence from said point of commencement, North 30°37'51" East a distance of 1295.10 feet the True Point of Beginning; thence

- 1) North 4°58'35" West a distance of 53.84 feet to an angle point; thence
- 2) North 53°31'52" West a distance of 154.17 feet more or less to the southeasterly right-of-way line of Santa Rosa Creek Road and the point of terminus.

The sidelines of the above-described parcel should be lengthened and/or shortened to intersect adjacent course sidelines and property boundaries.

The bearings and distances for this description are based on state plane coordinates, NAD83 (2011), Zone 5, 2010.00 Epoch from NGS control station "WINDSOR", PID DH6702, having the following state plane coordinates:

Northing 2,407,430.05
Easting 5,638,536.79

To obtain geodetic bearings, rotate bearing shown 1°46'10" counter-clockwise.
To obtain ground distances, divide distances shown by 1.00002374.

The above-described parcel is graphically shown on Exhibit B5 attached hereto and made a part hereof.

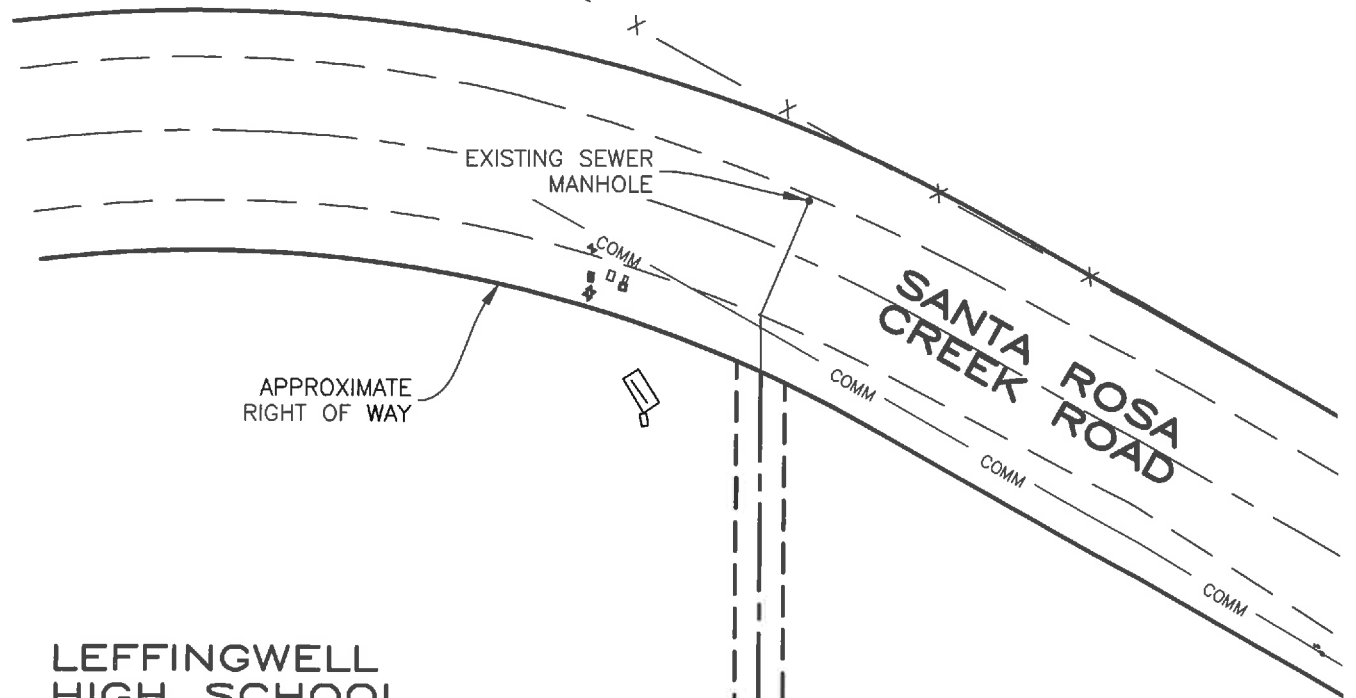
[Handwritten Signature] 4-4-2024

Michael B. Stanton, PLS 5702 Date



EXHIBIT 5 "B5"

Exhibit 5



LEFFINGWELL HIGH SCHOOL

CENTERLINE 10' WIDE SEWER PIPELINE EASEMENT

$N53^{\circ}31'52''W$ 154.17'M \pm

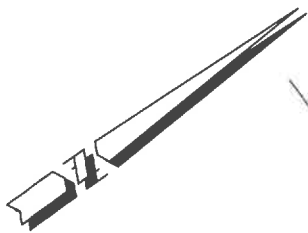
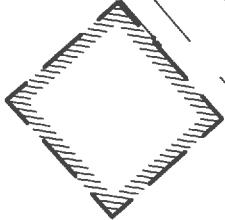
10.00'

$N30^{\circ}37'51''E$ 1295.10'M

TIE TO POINT OF COMMENCEMENT

$N4^{\circ}58'35''W$ 53.84'M

TRUE POINT OF BEGINNING



10' WIDE SEWER EASEMENT

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MICHAEL B. STANTON, PLS 5702
 3559 SOUTH HIGUERA ST.
 SAN LUIS OBISPO, CA 93401
 805-594-1960

April 4, 2024

JOB #24-080

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Cambria Community Services District
1316 Tamson Drive
Cambria, CA 93428
Attention: General Manager

Portion of APN: 013-081-075

(Space Above This Line for Recorder's Office Use Only)

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV& TAX CODE §11922

GRANT OF EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by **Coast Unified School District ("Grantor")**, Grantor does hereby GRANT and CONVEY to the **Cambria Community Services District ("Grantee")**, and its successors and assigns, a permanent easement ("**Easement**") over, above, on, in, across, along and through that certain real property located in the unincorporated community of Cambria in the County of San Luis Obispo, State of California, more fully described in EXHIBIT "A6" and depicted on EXHIBIT "B6", attached hereto and incorporated herein by reference (hereinafter referred to as the "**Easement Area**"), for the surface use of the Easement Area for ingress, egress and general access, including access by heavy trucks, and any related purpose.

The Easement includes and is granted together with the right of Grantee to remove obstructions, structures and/or other improvements, as well as to trim and remove landscaping, trees and other vegetation, over, above, on, under, in, across, along and through the Easement Area, as required to facility Grantee's use thereof. The Easement Area may be used by Grantor for access and any other purpose that does not unreasonably interfere with Grantee's use thereon.

This instrument, including, without limitation, the grants and other terms and provisions set forth herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and/or under this instrument and may do so without obtaining the consent of or providing notice to Grantee.

Subject to the terms of this instrument, the covenants contained in this instrument shall run with the land.

IN WITNESS WHEREOF, Grantor has executed this instrument as of this day of _____, 2024.

**GRANTOR:
COAST UNIFIED SCHOOL DISTRICT**

Dated: _____

By: _____

Print Name: _____

Its: _____

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 _____, 2024, before me, _____, 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Grant of Easement to the Cambria Community Services District (“CCSD”), a California special district (“Grantee”), is hereby accepted by the undersigned officer on behalf of the Board of Directors pursuant to the authority granted to it by the California Constitution and by legislative body action, and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated: _____

CAMBRIA COMMUNITY SERVICES DISTRICT

By: _____ (or designee)
Matthew McElhenie, General Manager

EXHIBIT A6

**Legal Description
Driveway Access Easement**

A portion of Sections 23 and 24 of Township 27 South, Range 8 East, Mount Diablo Base and Meridian in the County of San Luis Obispo, State of California as described as Parcel 1 in the deed to Coast Union Unified School District recorded November 4, 1997 as Document Number 1997-062812 of Official Records, in the Office of the County Recorder of said County and State, and being more particularly described as follows:

A strip of land 20' in width, lying 10 feet on each side of the following described centerline.

Commencing at 2 1/4" brass disk monument set in the southwest corner of the Main Street bridge over Santa Rosa Creek as shown on the Corner Record filed in Book 35 of Corner Records at Page 75, in the County Surveyor's Office of said County, said monument having the following state plane coordinates:

Northing 2,406,235.07
Easting 5,647,371.47

Thence from said point of commencement, North 28°45'32" East a distance of 1435.96 feet the True Point of Beginning; thence

- 1) North 26°46'49" East a distance of 29.30 feet to an angle point; thence
- 2) North 25°29'17" West a distance of 48.78 feet more or less to the southeasterly right-of-way line of Santa Rosa Creek Road and point of terminus.

The sidelines of the above-described parcel should be lengthened and/or shortened to intersect adjacent course sidelines and property boundaries.

The bearings and distances for this description are based on state plane coordinates, NAD83 (2011), Zone 5, 2010.00 Epoch from NGS control station "WINDSOR", PID DH6702, having the following state plane coordinates:

Northing 2,407,430.05
Easting 5,638,536.79

To obtain geodetic bearings, rotate bearing shown 1°46'10" counter-clockwise.

To obtain ground distances, divide distances shown by 1.00002374.

The above-described parcel is graphically shown on Exhibit B6 attached hereto and made a part hereof.


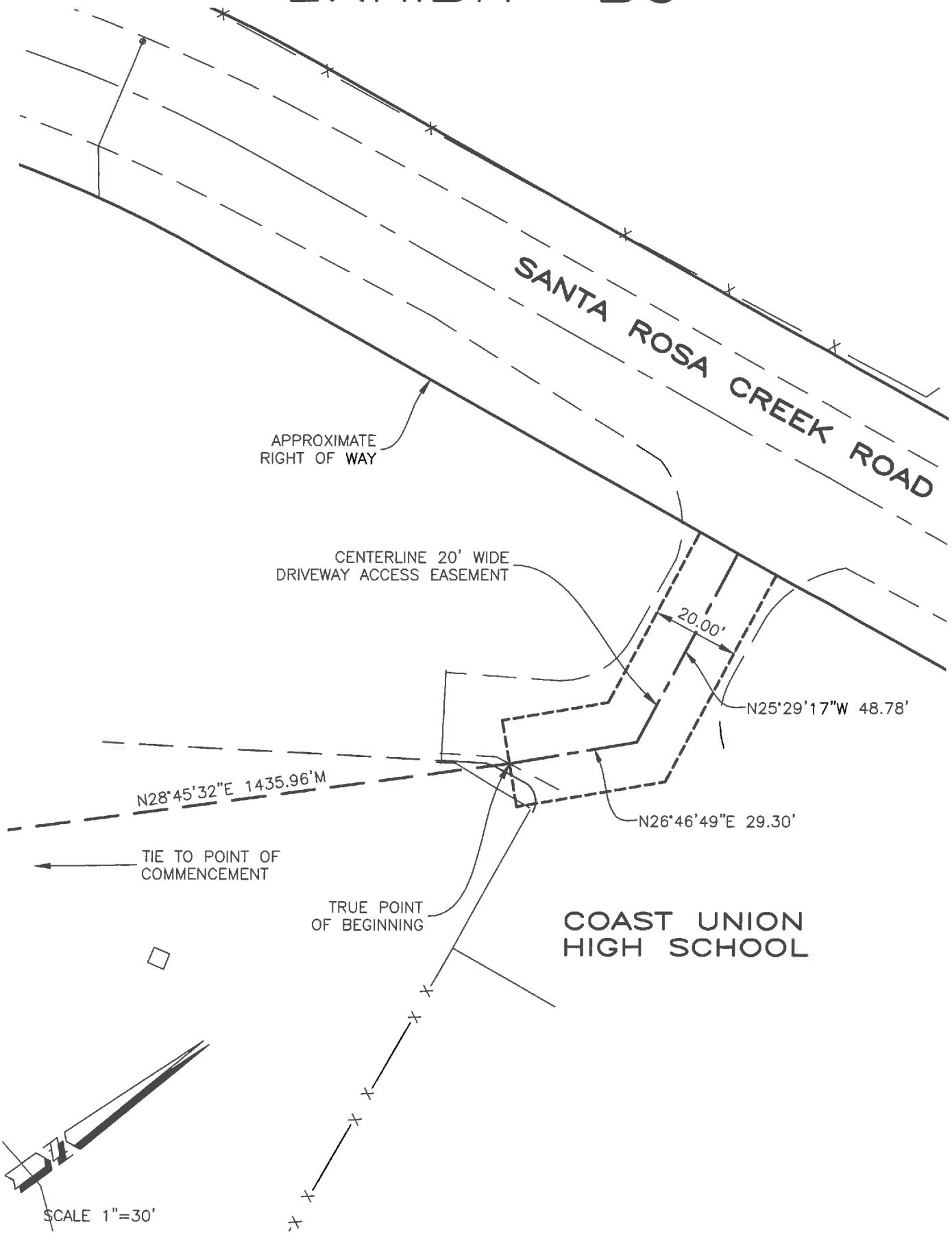
 4-4-2024
Michael B. Stanton, PLS 5702 Date



EXHIBIT 6 "B6"

Exhibit 6

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MICHAEL B. STANTON, PLS 5702
 3559 SOUTH HIGUERA ST.
 SAN LUIS OBISPO, CA 93401
 805-594-1960

DRIVEWAY ACCESS EASEMENT

April 4, 2024

JOB #24-080

EXHIBIT A

**Legal Description
COAST UNION SCHOOL DISTRICT PROPERTY**

PARCEL 1:

THAT PORTION OF SECTIONS 23 AND 24, TOWNSHIP 27 SOUTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, DESCRIBED AS FOLLOWS:

COMMENCING AT STAKE S-1, SET ON THE INTERSECTION OF THE SOUTH LINE OF THE STATE HIGHWAY AND THE WEST LINE OF THE COAST UNION HIGH SCHOOL PROPERTY AND RUNNING THENCE SOUTH 11° 00' WEST ALONG SAID WEST LINE 1102 FEET TO THE CENTER LINE OF SANTA ROSA CREEK; THENCE DOWN THE CENTER LINE OF SAID CREEK NORTH 17° 53' 30" WEST 418.19 FEET TO A POINT; THENCE NORTH 80° 50' WEST, 474.90 FEET TO A POINT; THENCE NORTH 53° 25' WEST, 559.81 FEET TO A POINT; THENCE SOUTH 84° 14' WEST, 352.11 FEET TO A POINT; THENCE NORTH 27° 22' EAST, LEAVING SAID CENTER LINE, 260.20 FEET TO A POINT ON THE SOUTH LINE OF SAID HIGHWAY; THENCE ALONG SAID SOUTH LINE NORTH 33° 38' EAST, 48.07 FEET; THENCE NORTH 43° 04' EAST, 48.39 FEET; THENCE NORTH 45° 47' 30" EAST, 39.31 FEET; THENCE NORTH 64° 36' 30" EAST 430.67 FEET; THENCE NORTH 66° 09' EAST 452.99 FEET; THENCE SOUTH 87° 38' EAST, 46.87 FEET; THENCE SOUTH 54° 39' EAST, 674.03 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PART OF THE WILLIAM RICHARDS TRACT IN THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 24, TOWNSHIP 27 SOUTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND AS CONVEYED BY MARY BROWN TO WILLIAM RICHARDS BY DEED DATED SEPTEMBER 20, 1872 AND RECORDED IN VOLUME "D", PAGE 386 OF DEEDS, WHICH IS PARTICULARLY DESCRIBED AS FOLLOWS, VIZ:

BEGINNING AT A POINT IN THE CENTER OF SANTA ROSA CREEK AT THE SOUTHWEST CORNER OF THE SAID RICHARDS TRACT, THE SAME POINT BEING THE SOUTHWEST CORNER OF THE SAID FRACTIONAL SECTION 24, AND RUNNING; THENCE TO AND ALONG THE OLD FENCE ON THE WEST LINE OF THE SAID TRACT, NORTH 11° EAST, 1102 FEET TO FENCE POST ON THE WEST LINE OF THE SAID TRACT ON SOUTHERLY LINE OF PUBLIC ROAD MARKED "S1"; THENCE ON SAID ROAD LINE, SOUTH 54° EAST 781 FEET TO A FENCE POST MARKED "S.2"; THENCE SOUTH 79° EAST, 104 FEET TO AN IRON PIPE IN LINE OF OLD FENCE ON THE EASTERLY LINE OF THE SAID RICHARDS TRACT, FROM WHICH A BLUE GUM TREE 36 INCHES DIAMETER BEARS SOUTH 80° WEST 2.3 FEET DISTANT; THENCE ALONG LAST NAMED LINE SOUTH, 32 1/4° EAST, 188 FEET TO CENTER OF SANTA ROSA CREEK; THENCE MEANDERING DOWN SAID CREEK, SOUTH 59° WEST, 160 FEET; NORTH 83° WEST, 185 FEET; WEST 137 FEET; SOUTH 48° WEST, 100 FEET; SOUTH 81° WEST 59 FEET; SOUTH 48° WEST, 51 FEET; SOUTH 20° WEST, 200 FEET; SOUTH 40° WEST, 125 FEET; SOUTH 57 1/4° WEST, 90 FEET; SOUTH 42° WEST, 67 FEET; SOUTH 84 1/4° WEST, 46 FEET; NORTH 36 1/2° WEST, 66 FEET NORTH 47° WEST, 86 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

A PARCEL OF LAND IN THE SAID RICHARDS TRACT IN THE SOUTHWEST QUARTER OF THE FRACTIONAL SECTION 24, TOWNSHIP 27 SOUTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FOR A TANK SITE WITH A RIGHT OF WAY FOR THE PIPE LINES LEADING THERETO PARTICULARLY DESCRIBED AS FOLLOWS, VIZ:

BEGINNING AT A FENCE POST MARKED "S.4" IN THE EASTERLY LINE OF THE SAID RICHARDS TRACT FROM WHICH THE IRON PIPE "S.3" AS LOCATED IN THE FOREGOING DESCRIPTION BEARS SOUTH 32 1/2° EAST, 411.5 FEET DISTANT, AND FROM SAID POST "S.4" RUNNING SOUTH 32 1/2° EAST, 20 FEET; THENCE SOUTH 57 1/2° WEST, 20 FEET; THENCE NORTH 32 1/2° WEST, 20 FEET; THENCE NORTH 57 1/2° EAST 20 FEET TO THE POINT OF BEGINNING; ALSO A RIGHT OF WAY FOR A PIPE LINE THREE FEET WIDE LYING 1 1/2 FEET ON EACH SIDE OF A LINE BEGINNING AT THE CENTER OF THE SOUTHWEST LINE OF THE ABOVE DESCRIBED TANK SITE AND RUNNING THENCE SOUTH 45 1/2° WEST, 178 FEET TO NORTHERLY LINE OF PUBLIC ROAD.

APN: 013-081-075

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4/5/2024 7:07 AM

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **6.B**

FROM: Matthew McElhenie, General Manager

Meeting Date: April 11, 2024

Subject: Discussion and Consideration of Selection of an Alignment Alternative for the San Simeon Water and Wastewater Pipeline Replacement Project

FISCAL IMPACT:

The final budget for FY 23/24 that the Board approved on August 17, 2023, has \$600,000 allocated in the Water Department Budget for the design and preliminary costs for the San Simeon Water and Wastewater Pipeline Replacement Project. The Board approved a contract with Cannon on August 10, 2023, not to exceed \$600,000 for design and preliminary cost services. Construction estimates for each alternative are listed in Attachment 3. A budget adjustment will need to be approved by the Board to cover the costs for the remaining portions of the project when they are identified and finalized.

DISCUSSION:

Background

In 1978, the CCSD constructed a new 14" diameter potable water transmission main from its well field located off San Simeon Creek Road to the center of town. This water transmission main is the primary source of drinking water for the community of Cambria. In 1979, the CCSD completed construction of a new 12" diameter outfall sewer (wastewater effluent pipeline) from its new Wastewater Treatment Plant (WWTP) in town to its wastewater percolation ponds located two miles to the north-west on CCSD property downgradient from the San Simeon Well Field and near the confluence of Van Gordon and San Simeon Creeks. The pipelines include a span of approximately 2,300' and are constructed within a 25' wide easement through protected wetlands on California State Parks property.

During the 1990s, the water transmission main developed a leak that required repair within the State Parks easement. At that time, federally threatened California red-legged frogs were found in the area, which hampered repair efforts. Following this repair, a pipeline relocation project was conceived to avoid the Environmentally Sensitive Habitat Area (ESHA) crossed by the existing pipelines. A few years later, the project was put on hold because it was envisioned that the relocation of these pipelines could be coordinated with future pipeline work for a proposed desalination project. In December 2021, the water transmission main experienced a failure within a saturated area of wetlands along the alignment within the State Parks easement. A temporary overland bypass pipeline was constructed of a 12" diameter high-density polyethylene (HDPE) pipe several feet west of the State Parks easement alignment to address this emergency. Due to the emergency nature of the work and environmentally sensitive area, the temporary bypass pipeline was constructed entirely above ground except where trenching was required to make connections to the existing main.

Project Description

The San Simeon Water and Wastewater Pipeline Replacement Project will replace the existing 14"

diameter water transmission main and 12" diameter wastewater effluent pipeline. The replacement pipelines will begin at the north end of Exotic Gardens Drive near the dead end of the road just east of Highway 1. The alignment then follows a straight route east of the CCSD's existing 25' wide easement under the protected wetlands on California State Parks property. The alignment extends past the wetlands and ends approximately 400 feet northeast of the intersection of Washburn Campground Road & San Simeon Trail Access Road within CCSD property about 300' north of the pedestrian bridge (south of the percolation ponds). The total length of Alternative Alignment 3 is approximately 2,800 feet. Due to the environmental sensitivity of the wetlands area, trenching is not considered a feasible construction method. Horizontal Directional Drilling (HDD) would be the construction method considered. A new 25' wide utility and access easement would be required for this alignment.

Alternatives

Alternative 1-HDD, with an extension to CCSD property, has the benefits of following the existing easement, removing the fiscal impact of maintaining the pedestrian bridge, and the low environmental impact of HDD. The fiscal impact is similar to Alternative 3. Alternative 3 is recommended over this option.

Alternative 1-CIPP uses a cured-in-place pipe (CIPP) to reinforce the existing water and effluent transmission mains in their current alignment. Due to limitations on the length of the CIPP liner, two additional intermediary pits will need to be excavated to perform the installation. These pits will have to be excavated within State Park property along the easement and will have significant impacts due to the entry of heavy equipment in a sensitive environment. The CIPP liner will reduce the transmission capacity of the water transmission main and the secondary effluent line. Permitting might be easier, though additional excavations will require environmental review. There are no cost savings associated with this alternative as compared to the other alternatives. Staff and consultants do NOT recommend CIPP for this project.

Alternative 1-Pipe Bursting. Pipe bursting, a method initially suggested, is considered infeasible for this project due to soil conditions and the construction and repair methods used on the existing pipelines and is dropped from further consideration.

Alternative 2 is similar to Alternative 1-HDD and Alternative 3 by taking a more direct route and requiring a shorter bore path. This alignment will require acquiring a new right of way from State Parks while still requiring a major work site within San Simeon State Park and impacting the Washburn Campground Road. The CCSD would continue using the pedestrian bridge as a pipe bridge and incur fiscal impacts to maintain it. Based on the benefits of Alternative 1 or Alternative 3, we recommend those in place of Alternative 2 as the fiscal impacts of the additional construction costs outweigh the cost of maintaining the aging pipeline and pedestrian bridge.

Alternative 3 is similar to Alternative 1-HDD, with the benefits of a slightly shorter bore path. However, it would require the acquisition of a new easement and an agreement with State Parks to abandon the existing water and effluent transmission mains. The slightly deeper bore under the hills will require further geological evaluation to determine the HDD approach. Staff recommends this alternative for further consideration and study.

Alternative 4 is highly impacted by Caltrans requirements, which are challenging to meet. It is also the longest route and will still require a section of HDD under the creek at the Washburn Day Use Area. Alignment Alternative 4 is routed within the public right-of-way of the San Simeon Trail Access Road owned by State Parks. The cost per foot for open-cut trenching is comparable to HDD (see Attachment

titled "estimated construction costs"), so the longer route results in a higher total construction cost. Caltrans may completely deny a permit for this project, necessitating a long and expensive appeals process. If Alignment Alternative 4 is selected, CCSD should anticipate the need for CCSD representatives to deal directly with Caltrans District 5 management to obtain an encroachment permit. Staff and consultants are NOT recommending this alignment.

Additional Geotechnical Services

Additional geotechnical services would include field exploration, laboratory testing, and preparation of a Geotechnical Report. Five bores are anticipated, with proposed depths at least 10 feet below the bottom of the pipeline trench. At a minimum, borings are proposed at the southern connection point of Exotic Gardens Road, on Washburn Campground Road, and San Simeon Trail Access Road.

It is recommended that the Board of Directors discuss and consider selection of an alignment alternative for the San Simeon Water and Wastewater Pipeline Replacement Project. Staff and the consultant recommend Alternative 3.

ATTACHMENTS:

1. [Draft Preliminary Design Report](#)
2. [Alignment Alternatives Map](#)
3. [Preliminary Permitting Summary Table](#)
4. [Estimated_Construction_Costs.pdf](#)



Cambria Community Services District
San Simeon Water & Wastewater Pipeline Replacement Project
Preliminary Design Report

December 2023

Draft



Prepared for:
Cambria Community Services District
1316 Tamson Drive
Cambria, CA 93428

Prepared by:
Cannon Corp, San Luis Obispo
Yeh and Associates, Grover Beach, and
SWCA Environmental Consultants, San Luis Obispo

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1. INTRODUCTION

1.1 Background

The Cambria Community Services District (CCSD) provides water and wastewater services to the unincorporated coastal town of Cambria in San Luis Obispo County. The CCSD is located approximately 35 miles northwest of the City of San Luis Obispo with a service area of approximately 8.5 square miles. The CCSD water system serves approximately 3,782 residential and 228 non-residential customers. The water system consists of approximately 67 miles of waterline, 8 pressure zones, 3 booster stations, and 6 storage tanks with a total storage volume of 1.75 million gallons. The CCSD's drinking water supply is sourced from two creek aquifers, San Simeon and Santa Rosa, and pumped from five wells: San Simeon Wells 1, 2, and 3, and Santa Rosa Wells 3 and 4.

The CCSD wastewater systems consist of a 1.0 million gallon per day (MGD) wastewater treatment plant, approximately 60 miles of collection system sewer line, 10 lift stations, and four wastewater percolation ponds located two miles north-west of the plant within the CCSD's property located off San Simeon Creek Road. The CCSD also owns and operates an indirect potable reuse system known as the Water Reclamation Facility (WRF). The WRF consists of an advanced water treatment plant, extraction and injection wells, monitoring wells, conveyance piping, a lagoon discharge structure, and brine storage tanks. The WRF is located adjacent to the CCSD's wastewater percolation ponds.

In 1978 the CCSD constructed a new 14" diameter potable water transmission main from its well field located off San Simeon Creek Road to the center of town. The majority of the waterline was constructed of Class 150 Asbestos Cement Pipe (ACP), with short sections of ductile iron pipe (DIP) at a few key locations. This water transmission main is the primary source of drinking water for the community of Cambria. In 1979 the CCSD completed construction of a new 12" diameter outfall sewer (wastewater effluent pipeline) from its new Wastewater Treatment Plant (WWTP) in town to its wastewater percolation ponds located two miles to the north-west on CCSD property downgradient from the San Simeon Well Field and near the confluence of Van Gordon Creek. The majority of the wastewater effluent pipeline was also constructed of Class 150 ACP, also with short sections of DIP at a few key locations. The pipelines include a span of approximately 2,300' constructed within a 25' wide easement through protected wetlands on California State Parks property.

During the 1990s the water transmission main developed a leak that required repair within the State Parks easement. At that time, federally threatened California red-legged frogs were found in the area which hampered repair efforts. Following this repair, a pipeline relocation project was conceived as a means to avoid the Environmentally Sensitive Habitat Area (ESHA) crossed by the existing pipelines. A few years later the project was put on hold because it was envisioned that relocation of these pipelines could be coordinated with future pipeline work for a proposed desalination project. In December 2021, the water transmission main experienced a failure within a saturated area of wetlands along the alignment within the State Parks easement. To address this emergency, a temporary overland bypass pipeline was constructed of 12" diameter High Density Polyethylene (HDPE) pipe several feet west of the State Parks easement alignment. Due to the emergency nature of the work and environmentally sensitive area, the temporary bypass pipeline was constructed entirely above ground except where trenching was required to make connections to the existing main.

1.2 Project Description

The San Simeon Water and Wastewater Pipeline Replacement Project will replace the existing 14" diameter water transmission main and 12" diameter wastewater effluent pipeline. The replacement pipelines will begin at the north end of Exotic Gardens Drive near the dead end of the road just east of

Highway 1. The exact alignment is yet to be determined. However, the alignments will route the pipelines either under or around the protected wetlands on California State Parks property. The pipelines will end near the intersection of Washburn Campground Road & San Simeon Trail Access Road, approximately 100 feet south of the pedestrian bridge on Washburn Campground Road, or approximately 450 feet northeast of the intersection of Washburn Campground Road & San Simeon Trail Access Road within CCSD property, north of pedestrian bridge and south of the percolation ponds. The replacement pipelines will range in length from about 2,300 feet to 3,100 feet, and be of similar diameter. The new pipeline materials are yet to be determined, but will not include ACP. Pipeline construction methods may include open cut trenching (4' to 6' in depth), horizontal directional drilling (HDD), cured-in-place-pipe (CIPP), and pipe bursting.

1.3 Purpose and Scope

The first step in Project development is to prepare a Preliminary Design Report (PDR) to study multiple project implementation alternatives. More specifically, the purpose/objective of the PDR is to evaluate alternative alignments, construction methods and pipe materials, consider the potential environmental impacts, permitting requirements and costs of the various alternative alignments, determine the advantages and disadvantages of the alternative alignments, and develop preliminary design recommendations.

The Scope of Work for the PDR is summarized below. Development of the PDR includes our environmental and geotechnical subconsultants, SWCA and Yeh Associates, respectively, who provide constraints analysis to identify advantages and disadvantages of the various alternative alignments.

- ✓ Review previous studies and reports.
- ✓ Conduct right-of-way and utility research and coordination.
- ✓ Prepare base map.
- ✓ Develop alternative alignments.
- ✓ Perform hydraulic calculations.
- ✓ Conduct environmental and geotechnical research and constraints analysis.
- ✓ Review permitting, construction methods and other considerations.
- ✓ Prepare preliminary cost estimates.
- ✓ Evaluate advantages and disadvantages of various alternative alignments.
- ✓ Develop recommendations.
- ✓ Prepare Preliminary Design Report.

1.4 Constraints

There are always challenges and constraints in implementing any constructed facilities. Constraints are not necessarily roadblocks to implementation, and can be considered opportunities for innovation and creative solutions. At the PDR stage of the San Simeon Water and Wastewater Replacement Project, the following constraint categories have been identified and will be evaluated further in the subsequent chapters of this PDR.

- ✓ Right-of-way and easements
- ✓ Existing utilities
- ✓ Geotechnical
- ✓ Wetlands
- ✓ Biological resources
- ✓ Archeological resources
- ✓ Permitting
- ✓ Construction methods and constructability
- ✓ Construction cost

2. ALIGNMENT ALTERNATIVES

2.1 Potential Pipeline Realignments

Following initial site reconnaissance and research, six primary alternative alignments were identified as well as possible minor variations to a few of them. However, after further investigation, some alternatives were clearly far more costly, or very similar to another alternative. Therefore, the multiple alternatives and variations were consolidated down to four basic alternatives that are described below, and illustrated in Figure 2-1. All alternative alignments are considered technically, environmentally, and economically feasible. However, as discussed later in this PDR, each alternative has different challenges, advantages and disadvantages, and some are easier to implement than others.

2.2 Alternative 1 – Within Existing 25' Wide Easement

Alternative Alignment 1 begins at the north end of Exotic Gardens Drive, near the dead end of the road, just east of Highway 1. The alignment then follows a curved route and runs within the CCSD's existing 25' wide easement. Alternative Alignment 1 runs under the protected wetlands on California State Parks property. The alignment ends near the intersection of Washburn Campground Road & San Simeon Trail Access Road about 100' south of the pedestrian bridge on Washburn Campground Road. The total length of Alternative Alignment 1 is approximately 2,400 feet. Due to the environmental sensitivity of the wetlands area, trenching is not considered a feasible construction method. Alternative construction methods such as HDD, CIPP, and pipe bursting would be considered.

2.3 Alternative 2 – HDD to South of Washburn Campground Road Pedestrian Bridge

Alternative Alignment 2 begins at the north end of Exotic Gardens Drive, near the dead end of the road, just east of Highway 1. The alignment then follows a straight route, east of the CCSD's existing 25' wide easement, under the protected wetlands on California State Parks property to the intersection of Washburn Campground Road & San Simeon Trail Access Road. The alignment ends here about 100' south of the pedestrian bridge on Washburn Campground Road. The total length of Alternative Alignment 3 is approximately 2,350 feet. Due to the environmental sensitivity of the wetlands area, trenching is not considered a feasible construction method. HDD would be the construction method considered. A new 25' wide utility and access easement would be required for this alignment.

2.4 Alternative 3 – HDD to North of Washburn Campground Road Pedestrian Bridge

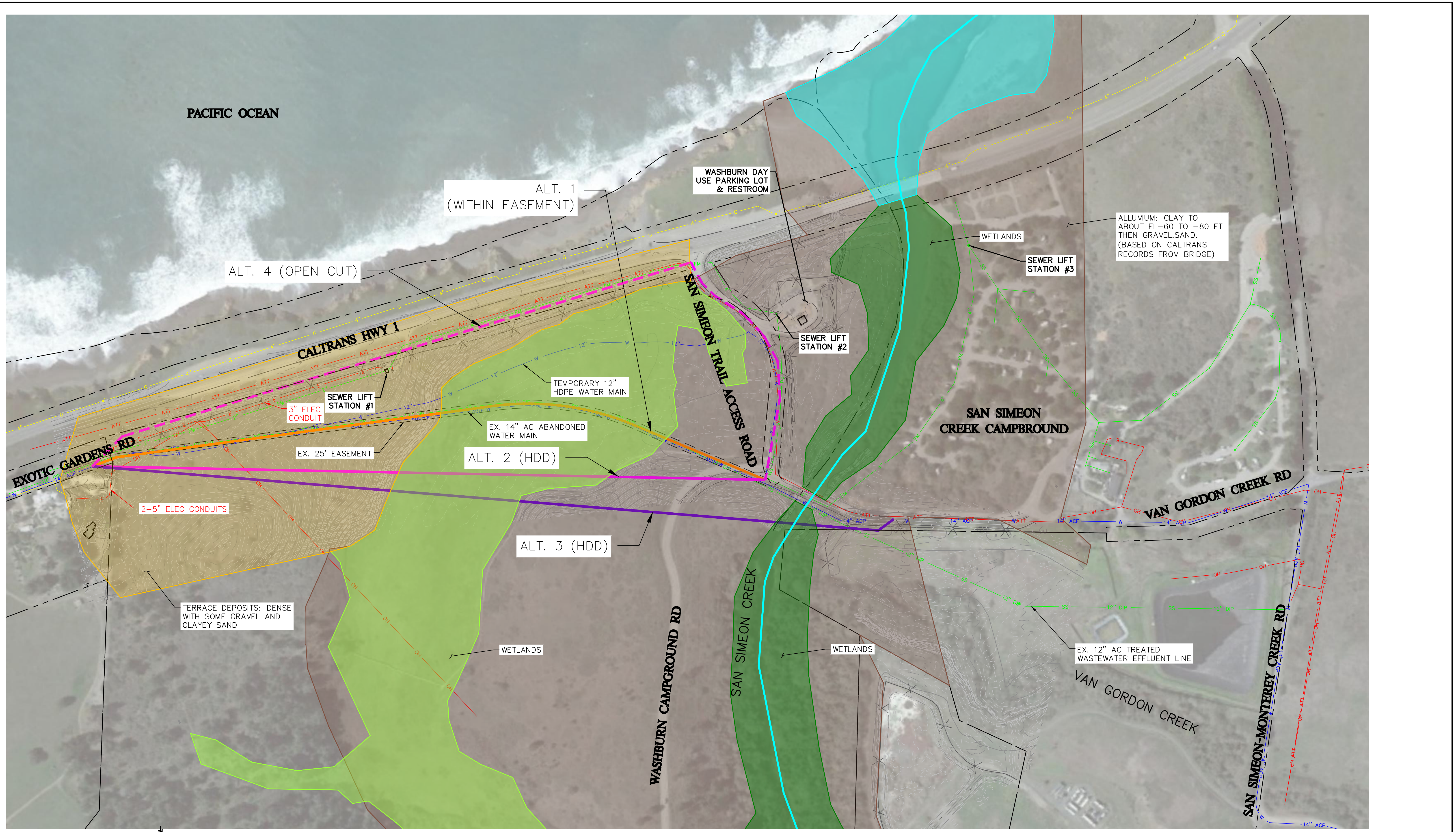
Alternative Alignment 3 begins at the north end of Exotic Gardens Drive near the dead end of the road just east of Highway 1. The alignment then follows a straight route, east of the CCSD's existing 25' wide easement, under the protected wetlands on California State Parks property. The alignment extends past the wetlands and ends approximately 400 feet northeast of the intersection of Washburn Campground Road & San Simeon Trail Access Road within CCSD property about 300' north of the pedestrian bridge (south of the percolation ponds). The total length of Alternative Alignment 3 is approximately 2,800 feet. Due to the environmental sensitivity of the wetlands area, trenching is not considered a feasible construction method. HDD would be the construction method considered. A new 25' wide utility and access easement would be required for this alignment.

2.5 Alternative 4 – Trenching Along Highway 1

Alternative Alignment 4 begins at the north end of Exotic Gardens Drive, near the dead end of the road, just east of Highway (Hwy) 1. The alignment then extends approximately 140' west into the east side of the Caltrans Hwy 1 right-of-way. The alignment then runs within and along the east edge of the Caltrans right-of-way approximately 2,100' north to the San Simeon Trail Access Road. The alignment then turns east and runs along the San Simeon Trail Access Road to its intersection with Washburn Campground Road. The alignment ends near this intersection about 100' south of the pedestrian bridge on

Washburn Campground Road. The total length of Alternative Alignment 4 is approximately 3,100 feet. This is the only alignment to circumnavigate and completely avoid the protected wetlands on California State Parks property. Trenching is the proposed construction method for this alignment. Due to the size of the water and wastewater pipelines and separation requirements, it is expected that two separate trenches will be required for this alternative with a minimum separation of approximately 6 feet centerline to centerline.

Figure 2-1: Alignment Alternatives 1 Through 4



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LEGEND

- - - - - : PARCEL BOUNDARY (APPROX.)	OH	: EX. OVERHEAD WIRE	—	: PROPOSED ALT. 1	—	: WETLANDS
- - - - - : EASEMENT BOUNDARY (APPROX.)	G	: EX. GAS	—	: PROPOSED ALT. 2	—	: WATER
ATT	SS	: EX. SEWER PIPE	—	: PROPOSED ALT. 3	—	: TERRACE DEPOSITS
E	W	: EX. WATER TRANS. MAIN	—	: PROPOSED ALT. 4	—	: ALLUVIUM

1 INCH = 150 FEET

REV. NO	DATE	REVISED	DESTROY ALL PRINTS BEARING EARLIER DATE	REV. BY	CKD. BY	APRD. BY

1050 Southwood Drive
 San Luis Obispo, CA 93401
 P 805.544.7407 F 805.544.3863

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CAMBRIA COMMUNITY SERVICES DISTRICT
WATER AND WASTEWATER PIPELINE REPLACEMENT PROJECT
ALIGNMENT ALTERNATIVES
 CAMBRIA, CALIFORNIA

DRAWN BY FC	DATE 11/30/2023	CA JOB NO. 230311
CHECKED BY	SCALE 1" = 150'	SHEET 1 OF 2

3. RIGHT-OF-WAY AND UTILITIES

3.1 Existing Right-of-Way

Existing roads within the Project limits either fall within public right-of-way (ROW), or are quasi-public State Parks roadways or private roads. Existing roads are improved to varying degrees. Characteristics of the existing roads within the Project limits are summarized in the table below.

Table 3-1. Existing Road Characteristics

Road Name	Ownership	ROW Width (feet)	Improvements
Cabrillo Hwy (Hwy 1)	Caltrans, Public ROW	176	AC Pavement
Exotic Garden Drive	SLO County, Public ROW	60	AC Pavement
San Simeon Creek Road	SLO County, Public ROW	60 and 30	AC Pavement
San Simeon Trail Access Road	<i>SLO County, Public ROW</i>	60	AC / Dirt
Van Gordon Creek Road	<i>SLO County, Public ROW</i>	50	AC Pavement
San Simeon Campground Road	State Parks Roadway	NA	AC Pavement
Washburn Campground Road	State Parks Roadway	NA	AC Pavement

Notes: Italics indicate ROW ownership and width to be verified during final design phase.

3.2 Existing Easements

The only relevant utility easement through the Project limits is the CCSD 25' wide by 2,300 feet long utility and access easement that follows a curved route across California State Parks property and protected wetlands. As previously mentioned, a new 25' wide utility and access easement would be required for Alternative Alignments 2 and 3. No easements are required for Alternatives 1 and 4.

3.3 Existing Utilities

Existing utilities are an important consideration when evaluating various alignment alternatives. The location and size of an existing utility line may create a major obstruction to a particular alignment, require relocation, impact construction cost, and determine alignment feasibility. Existing underground utilities within the Project limits are summarized as following:

- CCSD 14" water transmission main
- CCSD 12" temporary water transmission main
- CCSD 12" wastewater effluent pipeline
- SoCal Gas 2" and 4" gas lines
- PG&E two (2) to four (4) electrical conduits from 2" to 5" diameter
- ATT three (3) cable/fiber-optic lines of unknown size
- State Parks 2", 3" and 4" sewer force mains

In general, existing underground utilities do not pose an obstacle to Alternative Alignments 1, 2 and 3. Existing utilities do pose a moderate obstacle to Alternative Alignment 4. There are a few overhead utility lines within the Project limits. However, the overhead utilities do not pose an obstruction, and do not impact the feasibility of the alternatives.

3.3.1 Water and Sewer

Within the Project area, the existing CCSD 14" diameter potable water transmission main extends from the CCSD's well field west down San Simeon Creek Road to Van Gordon Creek Road where it turns south

down Van Gordon Creek Road. Van Gordon Creek Road ties into Washburn Campground Road, and the 14" water transmission main continues south in Washburn Campground Road to the north end of the CCSD 25' wide easement. The 14" water transmission main runs south approximately 2,300' within the CCSD easement (through protected wetlands) to the north end of Exotic Gardens Road where it continues south in Exotic Gardens Road out of the Project area. The CCSD 14" water transmission main failed at approximately the midpoint of the 2,300' CCSD easement.

The CCSD 12" temporary water transmission main is routed around the location where the 14" water transmission main failed, and runs from the Van Gordon Creek Road-Washburn Campground Road intersection, west about 500' in the San Simeon Trail Access Road, then turns south and runs for approximately 2,000' before it ties back into the existing CCSD easement, and then continues approximately 1,000' within the CCSD easement to the north end of Exotic Gardens Road where it continues south in Exotic Gardens Road out of the Project area.

Within the Project area, the CCSD 12" wastewater effluent pipeline extends from Exotic Gardens Road north approximately 2,300' within the CCSD easement (through protected wetlands) into Washburn Campground Road. Washburn Campground Road ties into Van Gordon Creek Road, and the 12" wastewater effluent pipeline continues north in Van Gordon Creek Road approximately 100' then veers northeasterly into the CCSD percolation pond property, and continues approximately 1,500' to San Simeon Creek Road (out of the Project area).

3.3.2 Gas

Through the entire Project limits, the PG&E 4" gas line runs along the west side of Hwy 1 between the west edge of pavement and right-of-way line. The 4" gas line in the Hwy 1 right-of-way is also attached to the west side of the Hwy 1 bridge over San Simeon Creek. There is also an existing 2" gas line in Exotic Gardens Road that comes from the south and appears to terminate approximately 300' south of the north end of Exotic Gardens Road and outside the project area. There are no other existing gas lines within the Project limits. The gas lines do not significantly obstruct any of the alignment alternatives.

3.3.3 Electric

Within the Project area, there are two to four existing underground electric conduits along the east side of Exotic Gardens Road which at the north end of Exotic Gardens Road jog over to a vault on the east side of the Hwy 1 right-of-way. The electric conduits then run along the east side of the Hwy 1 right-of-way for approximately 1,100' where they end at State Parks Sewer Lift Station#1. Although a significant portion of this alignment appears to run within State Parks property just outside the Caltrans (Hwy 1) right-of-way, these facilities may pose a minor obstruction to all alignment alternatives at the north end of Exotic Gardens Road. The conduits range in size from 2" to 5" diameter. There are also some existing underground electric conduits within the State Park San Simeon Creek Campground that do not obstruct any of the alignment alternatives. There are no other existing underground electric conduits within the Project limits.

3.3.4 Telephone & Communications

Beginning south of the Project area, three (3) existing ATT telephone/communications cables/conduits run along the Hwy 1 right-of-way at various locations including between the east edge of pavement and right-of-way line. These cables/conduits continue north to the San Simeon Trail Access Road where they turn east and run in the San Simeon Trail Access Road to a manhole at the intersection of Washburn Campground Road. One ATT conduit then turn north and runs in Washburn Campground Road/Van Gordon Creek Road for approximately 1,000' into the Simeon Creek Campground area where it then becomes an overhead line. The size of cables/conduits is unknown at this time.

Direct TV, Spectrum, T-Mobile and Viasat provide cell phone, internet, satellite TV/internet and wireless services in the Project area. However, they do not appear to have underground facilities within the Project area. There do not appear to be any other existing underground cable or communication conduits within the Project limits.

3.3.5 State Parks Sewer (Private Utilities)

Within the Project area the only private underground utility identified is the sewer system owned and operated by State Parks. The State Parks sewer system consists of 6" diameter gravity sewer lines, manholes, three(3) sewer lift stations, and three (3) sewer force mains. The 6" gravity sewer lines and manholes are limited to within the campgrounds and do not impact any of the alternative alignments.

Sewer Lift Station #1 is located just east of Caltrans right-of-way in State Parks property approximately 1,000' north of Exotic Gardens Road. Force Main #1 is 2" diameter, runs south from Lift Station #1 along the west side of Exotic Gardens Road, and ultimately discharges into a CCSD manhole in Moonstone Drive. Sewer Lift Station #2 is located near the Washburn Day Use parking lot and restroom off the San Simeon Trail Access Road. Force Main #2 is 4" diameter and runs south from Lift Station #2 to Lift Station #1 along the east side of the Caltrans right-of-way. Sewer Lift Station #3 is located east of Hwy 1 within the San Simeon Creek Campground. Force Main #3 is 3" diameter and runs through the campground, across the Washburn Campground Road pedestrian bridge, through the intersection of Washburn Campground Road & San Simeon Trail Access Road, and down the San Simeon Trail Access Road to Lift Station #2.

The State Parks sewer system does not pose an obstruction to Alignment Alternative3. Force Main #3 does pose a minor obstruction to Alignment Alternatives 1 and 2 at the intersection of Washburn Campground Road & San Simeon Trail Access Road. Sewer Lift Station #1 and Force Main #1 appear to be outside the Caltrans right-of-way and will likely not pose significant obstructions to Alignment Alternative 4. However, much of Force Main #2 is located within the Caltrans right-of-way between the east edge of pavement and easterly right-of-way line, and may pose a significant obstruction to Alignment Alternative 4. Additional research is needed to determine the exact location of Force Main #2 and whether or not it will pose an obstruction to Alignment Alternative 4. There do not appear to be any other existing underground private utilities within the Project limits.

3.3.6 Storm Drain

There do not appear to be any existing storm drain pipes within the Project limits.

3.3.7 Existing Utilities Summary

Table 3-2 presents a summary of the existing underground utilities within the Project limits.

Table 3-2. Existing Underground Utilities within Project Limits

Utility Type	Utility Owner	Present (Yes/No)	Extent	Alt 1 Conflict (Yes/No)	Alt 2 Conflict (Yes/No)	Alt 3 Conflict (Yes/No)	Alt 4 Conflict (Yes/No)
Water	CCSD	Yes	Entire Project Limits	No	No	No	No
WW Effluent	CCSD	Yes	Entire Project Limits	No	No	No	No
Sewer Force Mains	State Parks	Yes	Entire Project Limits	Yes Minor	Yes Minor	No	Yes
Sewer Lift Stations	State Parks	Yes	Limited	No	No	No	Maybe
Gas	SoCal Gas	Yes	Lengthy	No	No	No	No
Electric	PG&E	Yes	Limited	Maybe	Maybe	Maybe	Maybe
Telephone & Comm.	ATT	Yes	Entire Project Limits	Yes Minor	Yes Minor	No	Yes
Cable TV & Comm.	Direct TV, Spectrum, T-Mobile & Viasat	Yes	Entire Project Limits	No	No	No	No
Storm Drain	SLO County	No	NA	No	No	No	No

Notes: An affirmative conflict indicates potential significant additional cost for the proposed pipelines, or that the existing utility must be relocated.

4. ENVIRONMENTAL OVERVIEW

4.1 SWCA Environmental Consultants

SWCA Environmental Consultants (SWCA) is a 100% employee-owned S-Corporation (California Department of Industrial Relations [DIR] #1000017804) established in 1981 and incorporated in 1984. They provide a full spectrum of environmental services focused on planning, natural and cultural resource management, permitting, regulatory compliance, and geographic information systems (GIS) consulting. SWCA's experienced staff provide clients with California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) document preparation; natural and cultural resources surveys, management, and compliance; paleontological resources management; Clean Water Act Section 404 and stormwater permitting; environmental compliance monitoring; and other services, including Computer Aided Design (CAD) and GIS services, facilitation and public involvement, and technical editing. SWCA currently provides similar waterline-related services to the County of San Luis Obispo, City of Paso Robles, City of Morro Bay, City of Pismo Beach, Nipomo Community Services District, San Miguel Community Services District, and Golden State Water Company, among others.

4.2 Environmental Overview Technical Memo

Please see Appendix A. SWCA has prepared the attached Technical Memo to provide an overview of the environmental constraints with emphasis on existing sensitive biological and cultural resources as well as anticipated permitting triggers for the subject San Simeon Water & Wastewater Pipeline Replacement Project. The Technical Memo includes the following sections: Environmental Considerations and Constraints, CEQA Options Analysis, Project Environmental Permitting, and Conclusions.

5. ADDITIONAL PERMITTING

5.1 Water Resources-Water Quality Permits

As indicated in Appendix A – Environmental Overview Technical Memo, depending on the alignment alternative and construction method selected, a few different water resources-water quality related permits may be required for the proposed Project. CCSD should anticipate the possible need to process permits with USACE, CDF&W and RWQCB. The proposed Project is expected to have well under one acre of disturbance. Therefore, it is anticipated that a stormwater Construction General Permit will not be required. However, due to the sensitivity of the Project area, it is recommended that the construction specifications require the contractor to prepare and implement a Stormwater Pollution Prevention Plan (SWPPP).

5.2 Caltrans

A Caltrans Encroachment Permit is only required with Alignment Alternative 4 routed through the Caltrans Hwy 1 right-of-way. In certain locations, Caltrans has a history of denying encroachment permits to public utilities. However, other utilities already exist within the Caltrans Hwy 1 right-of-way such as a PG&E gas line and ATT cables. If Alignment Alternative 4 is selected, CCSD should anticipate the need for CCSD executives to deal directly with Caltrans District 5 management to obtain an encroachment permit.

5.3 County of San Luis Obispo

The County of San Luis Obispo Public Works Department requires an Encroachment Permit for any construction within the public right-of-way within unincorporated areas of the County. All alignment alternatives start within the public right-of-way of Exotic Gardens Road. Alignment Alternative 1, 2 and 3 may end within the public right-of-way of Van Gordon Creek Road. (Washburn Campground Road is an access road within San Simeon State Park and not public right-of-way.) And Alignment Alternative 4 is routed within the public right-of-way of the San Simeon Trail Access Road. Therefore, a San Luis Obispo County Encroachment Permit will be required for the proposed Project.

Although the County does not appear to have a pavement moratorium, the District should anticipate fairly substantial pavement restoration permit requirements. At a minimum, the Encroachment Permit will require that the pavement be restored to pre-existing or better condition. Potentially, this may include milling and overlaying a full 12' lane width over the proposed pipelines wherever they run within the paved roadway. Also, in paved areas, trench backfill with one-sack slurry will be required. The final pavement restoration requirements will be determined at the time the District applies for the Encroachment Permit and based on the final pipeline plans.

5.4 Permitting Summary

Table 5-1 provides a preliminary summary of jurisdictional/permitting agencies, and associated permits.

Table 3-1. Preliminary Permitting Summary

Jurisdictional Agency	Permit Type	Processing Duration (months)	Alternative 1	Alternative 2	Alternative 3	Alternative 4
USACE	Section 404 Clean Water Act Permit	6 - 8	May be required	May be required	May be required	Likely not required
CDF&W	Section 1602 Streambed Alteration Permit	4 - 6	May be required	May be required	May be required	NA
RWQCB	Section 401 Water Quality Certification	6 - 8	May be required	May be required	May be required	Likely not required
Caltrans	Encroachment Permit	4 - 6	NA	NA	NA	Required
State Parks	Right of Entry	4 - 6	No	May be required	May be required	NA
State Parks	Easement	4 - 6	No	Yes	Yes	No
SLO County	Encroachment Permit	3 - 4	Required	Required	Required	Required
SLO County (Coastal Commission)	Coastal Development Permit	8 - 12	May be required	May be required	May be required	Likely not required

Notes: .

6. GEOTECHNICAL OVERVIEW

6.1 Yeh and Associates

Yeh and Associates is a consulting firm specializing in providing high quality geotechnical engineering and engineering geology services throughout western United States. Their California offices are led by a team of local geotechnical experts that have been practicing geotechnical services and supporting public agency clients with infrastructure projects for nearly 30 years. Yeh's staff has extensive experience working on water projects throughout the central coast of California that typically include structures and pipelines that traverse varied subsurface conditions where geotechnical characteristics, such as soft ground, liquefaction, shallow groundwater, bedrock, and poor soil conditions, may increase the complexity of the project. Their staff is familiar with addressing those conditions and providing effective design solutions. They are experienced preparing Geotechnical and Geologic Hazard Reports and Baseline Geotechnical Reports to address requirements of the California Building Code and AWWA standards for pipeline projects.

6.2 Geotechnical Overview Technical Memo

Please see Appendix B. Yeh and Associates attached Technical Memo summarizes the existing conditions at the site, and realignment/replacement alternatives for the subject San Simeon Water & Wastewater Pipeline Replacement Project. The Technical Memo includes the following sections: Existing Site Conditions, Proposed Alternatives, Geologic Setting, Subsurface Conditions, Geotechnical Considerations, and Preferred Alternative.

7. CONSTRUCTION METHODS

7.1 Open Cut Trench Excavation

Open cut trench excavation is a construction method used to install (or replace) underground utilities such as pipelines, conduits, and cables. Pipelines installed by this method typically range in depth from 2 to 10 feet but can be as much as 25 feet deep or more. However, open trench excavations greater than 25 feet deep are uncommon. The length of pipe installed by this method is unlimited.

Pipeline installation (or replacement) by the open cut trench excavation method involves utilizing heavy digging equipment, such as a backhoe or excavator, to excavate a trench down to a specified depth, laying the pipe within the trench, and backfilling the trench to cover the pipe. Often this type of work is performed within the paved roadway in which case the pavement must be sawcut and removed first. As an important safety measure, trenches greater than 4 feet deep require shoring of the trench walls to prevent collapse of the trench during construction. Typically, select material such as sand is used as pipe bedding at the bottom of the trench and surrounding the pipe. Under certain circumstances the pipe may be concrete encased. The trench is backfilled and compacted in lifts, and the ground surface or pavement restored to its original condition.

Where an existing pipeline is being replaced, it is typically required to keep the existing pipe in service while the new replacement pipe is being installed. Therefore, the replacement pipe is commonly installed parallel and adjacent to the existing pipe. Once the replacement pipe is in place, a shutdown and tie-over/cut-in connection procedure is completed, the replacement pipe is placed into service, and the old pipe is abandoned in place.

Open cut trench excavation across the wetlands for the San Simeon Water and Wastewater Pipeline Replacement Project is considered infeasible due to the level of environmental impact caused. However, open cut trench excavation for pipeline replacement along Hwy 1 is considered technically and environmentally feasible. Due to the size of the water and wastewater pipelines and separation requirements, it is expected that two separate trenches will be required for pipeline replacement along Hwy 1 with a minimum separation of approximately 6 feet centerline to centerline.

7.2 Horizontal Directional Drilling

Horizontal directional drilling (HDD) is a trenchless construction method used to install (or replace) underground pipelines, conduits, and cables in a relatively shallow arc or radius along a prescribed underground path using a surface-launched drilling rig. HDD provides a significant environmental advantage over traditional open cut trench installations. This method is routinely used when conventional trenching is not practical, or when minimal surface disturbance is required. Horizontal Directional Drilling involves the use of a directional drilling machine, and associated attachments, to accurately drill along the chosen bore path and back ream the required pipe. The HDD process involves three stages: 1) pilot hole, 2) pre-reaming, and 3) pipe pullback.

Pilot Hole. The first stage consists of drilling a small diameter pilot hole. Drilling fluid is pumped through the drill pipe to the drill bit where high pressure jets and the bit will grind the soils ahead of the drill stem. The drilling fluid will also carry the cuttings back to the entrance pit at the drill rig. For smaller shots, tracking of the pilot hole is done using a walkover guidance system. For larger more complex shots, tracking of the pilot hole is accomplished using a wire line magnetics type system. With both methods there is a transmitter or steering tool located near the drill head which sends a signal to the location engineer giving the exact coordinates of the drill stem. Readings are constantly taken which check the depth, alignment and percent slope of the drill head. Corrections are made by the operator

and locator to keep the pilot hole along the predetermined bore path. The speed at which the pilot hole advances will vary based on existing soil conditions and the amount of steering required. Upon reaching the exit point, the beacon housing and bit are detached, and replaced with a reamer.

Pre-Reaming. The second step is to pre-ream the pilot hole and enlarge it to a size sufficient to safely install the new pipeline. A reamer is pulled back and rotated (while pumping drilling fluid) to cut and remove solids to enlarge the hole. Pre-reaming speeds will vary based on existing soil conditions, and the amount of cuttings that are removed from the hole. Bentonite drilling fluid and other additives will be used to ensure a clean and stable hole. Bentonite is used to create a “cake layer” around the outside of the hole during pre-reaming. This helps stabilize the bore hole and reduce fluid loss or infiltration. Additives, such as polymers, may be used to help break up clay soils, and mitigate blockages inside the bore hole.

Pipe Pullback. The final step is the pullback of the new pipeline within the pre-reamed hole. The drill rod and reamer will be attached to a swivel, which is utilized between the pipeline and the reamer to prevent any torsional stress from the rotating drill string being transferred to the pipeline. As the pipeline is pulled into the drill hole, drilling fluid is pumped downhole to provide lubrication to the pipeline.

Pipeline installed by this method typically range in diameter from 1 to 24 inches, although larger diameter pipeline projects have been completed. This construction method is commonly used to cross under rivers and other large obstructions. Therefore, installations are typically deep and can be as much as several hundred feet deep depending on the length of installation. The record HDD installation is over 15,000 feet under Lake Sakakawea on the Missouri River in North Dakota.

Determining the entry and exit points, and the depth that must be achieved are important considerations when planning an HDD project and evaluating the construction feasibility. Two critical calculations are the bend radius of the drill rod and the bend radius of the product pipe. Bend radius is defined as the forward distance required for a drill string to make a 90-degree turn. A common industry standard for determining the minimum design radius of curvature for welded steel pipe in an HDD installation is to multiply the nominal diameter of the pipe in inches by 100 to determine the allowable radius in feet. For a 14” diameter pipe this would result in a minimum bend radius of approximately 1,400 feet. Other pipe materials used in HDD, such as HDPE and fusible PVC, have a much smaller minimum design radius of curvature. Drill stems for small or mid-sized drill rigs commonly have bending radii less than 200 feet. Therefore, the bend radius of the product pipe will govern, and if steel pipe can achieve the required design radius, than other materials will as well. Entry angles are normally specified to be between 8-20 degrees, with 12 degrees being ideal, while exit angles are usually between 5-12 degrees with 10 degrees being ideal.

For the San Simeon Water and Wastewater Pipeline Replacement Project horizontal directional drilling appears to be technically and environmentally feasible. The length of pipeline installation and necessary design radius are well within the capabilities of HDD. Also, the entry and exist points of the HDD pipeline installation can be located within existing public right-of-way or CCSD property, and outside of the wetlands area.

7.3 Pipe Lining

Cured-in-place pipe (CIPP) lining is a trenchless pipe replacement construction method used to rehabilitate existing pipes such as sanitary sewers, storm drains, and waterlines. The pipe being lined must be removed from service during the installation process. For sewer lines, bypass pumping of sewer flows is necessary. Before lining, the pipe is cleaned, and video inspected. Local repairs may be

required to badly deformed or damaged sections of existing pipe. CIPP liners of non-woven polyester felt, or fiber reinforced fabric are custom manufactured to fit the host pipe. Liners are impregnated with a polymer resin, which when cured will form a close fitting liner pipe within the host pipe. The CIPP liner can have sufficient thickness when cured to sustain the loads imposed on the pipe by groundwater, internal service pressure, soil loads, and traffic loads. The liner is thoroughly saturated with polyester, vinyl ester epoxy or silicate resin using vacuum, gravity or other applied pressure. The resin includes a chemical catalyst or hardener to facilitate curing. The outermost layer of the liner tube is coated with a polymer film to protect the liner during handling and installation.

CIPP liners are typically installed using the inversion method. The inversion method employs a scaffold tower to apply water pressure to turn the liner inside out and push it into and along the host pipe. CIPP liners may be inverted with air or water pressure. Liner lengths may vary from short sections over a joint or defect, to common lengths of 300 to 600 feet. The record single section of CIPP liner is around 2,500 feet. Curing time is reduced through heating the internal air or water. Once the pipe cures, the curing water or steam condensate is removed, and the ends of the liner are trimmed flush with the pipe ends, and sealed. Where applicable, when the lining is complete, the service connections are reinstated and the pipe is returned to service, typically on the same day.

For the San Simeon Water and Wastewater Pipeline Replacement Project CIPP lining appears to be feasible. However, the 2,300 feet length of existing water and wastewater pipelines is very close to the maximum length of the CIPP technology. Therefore, relatively high risk is associated with use of CIPP lining to replace the existing 14" diameter potable water transmission main and 12" diameter wastewater effluent pipeline. Other pipe lining methods such as sliplining and internal pipe coating are not considered feasible for the San Simeon Water and Wastewater Pipeline Replacement Project either due to installation limitations of the technology or inability to address the existing problems.

7.4 Pipe Bursting

Pipe bursting is a trenchless pipe replacement construction method by which an existing pipe is split open and forced outward by an internal bursting tool. A cone shaped hydraulic or pneumatic expansion head, which is part of the bursting tool, is pulled through the existing pipeline, typically by using a chain or cable and winch. As the expansion head is pulled through the existing pipe, it pushes the pipe radially outward until it breaks apart, creating a space for the new pipe. The bursting tool also pulls the new pipeline behind it, immediately filling the void created by the old, burst pipe with the new pipe. Pipe bursting can be used to replace existing pipe with same sized pipe, or larger pipe. Pipe bursting is typically used on runs of 300 to 600 feet, although runs of 1,000 feet or more are also common. The record pipe bursting run is 2,800 feet. However, runs over 1,000 feet involve high risk of potential failure.

The San Simeon Water and Wastewater Pipeline Replacement Project includes several challenges associated with pipe bursting. Repair couplings located along the length of the pipelines would be a problem to burst. Typically, such locations are identified, and open pit excavations are used to expose and remove the repair couplings. Due to the shallow depth of the existing pipelines, the excavation pits for the pipe bursting equipment will need to be 25 feet long or more, and 10 feet deep or more for the rig to get the necessary bearing area to pull against the existing soil. In addition, the soil is expected to be soft making it even more difficult to secure the equipment in place to pull the new pipe through. Also, there is a 300 feet section of ductile iron pipe (DIP) on the wastewater line that will be difficult to burst, and going up the steep hill will be problematic. For the San Simeon Water and Wastewater Pipeline Replacement Project, the maximum recommended pipe bursting runs are 700 to 800 feet. This would require a total of four pits with two intermediate pits located in the middle of the wetlands. Construction equipment would have to be running back and forth across the wetlands area.

As a result of all these challenges, a pipe bursting operation would have a similar impact to the wetlands as open cut trenching pipeline replacement. Therefore, pipe bursting is considered infeasible for this Project and is dropped from further consideration.

8. ADDITIONAL CONSIDERATIONS

8.1 Constructability

The Construction Industry Institute (CII) defines “constructability” as the optimal use of construction knowledge and experience in planning, design, procurement, and field operations to achieve overall project objectives. In the context of the San Simeon Water & Wastewater Pipeline Replacement Project, constructability (or buildability) is the measure of ease, efficiency, economy, and eco-friendliness with which the water and wastewater pipelines can be replaced. Factors determining project constructability include items such as available contractors, available equipment, available materials, construction methodology, accessibility, permit conditions, and opportunity for construction innovation.

All alignment alternatives are buildable. However, Alignment Alternatives 2 and 3 appear to have the highest constructability utilizing horizontal directional drilling. Alignment Alternative 4 utilizing open cut trenching has a moderate to high constructability. Alignment Alternative 1 appears to have moderate to low constructability.

8.2 Construction Risk

Construction sites tend to be considerably different from other workplaces, such as offices or retail locations. They have a unique set of risks, which other industries might not even have to consider. The injury rate also happens to be higher in the construction industry compared to any other industry. Construction risk considers the type and size of potential hazards pertaining to a civil construction project. A construction risk assessment aims to identify dangerous factors in construction projects. A risk is a chance that a hazard will cause someone injury, illness, harm or other damage.

The construction risk assessment at this early/preliminary point in the Project planning is intended to raise awareness of potential significant risks and hazards, and estimate how significant or severe a potential risk might be. The more significant construction risks identified include the following: equipment failure, environmental mishap, traffic hazard, and trench failure. Table 8-1 below provides a preliminary overview of construction risk associated with each alignment alternative and construction method.

Table 3-1. Construction Risk Preliminary Overview

Alignment Alternative	Equipment Failure	Environmental Mishap	Traffic Hazard	Trench Failure	Overall Construction Risk
1-CIPP	High	Medium	Low	Low	Medium-High
1-HDD	Medium	Medium	Low	Low	Medium
2	Low	Medium	Low	Low	Low-Medium
3	Low	Medium	Low	Low	Low-Medium
4	Low	Low	High	Medium	Medium

Notes: .

8.3 Operations & Maintenance

Often various project alternatives will have different ongoing long-term operations and maintenance requirements. For the San Simeon Water and Wastewater Pipeline Replacement Project the routine maintenance is expected to be approximately the same for all alignment alternatives. However, if steel or ductile iron pipe (DIP) is used, then a cathodic protection system is recommended and will require more regular maintenance than alternatives utilizing CIPP, HDPE, or PVC pipe. Also, Alignment Alternatives 1-CIPP and 4 result in relatively shallow installations that may be more vulnerable to future storm and tidal damage than the much deeper HDD alternatives. Finally, the life expectancy of the alignment alternatives will be dependent upon the pipe material utilized as indicated below.

- CIPP 40-60 years
- DIP w/ cathodic protection 60-80 years
- Steel w/ cathodic protection 70-90 years
- PVC 100 + years
- HDPE 100 + years

9. ESTIMATED CONSTRUCTION COSTS

9.1 Alternatives 1-CIPP and 1-HDD

The engineer's preliminary construction cost estimate includes the construction cost plus a 25% contingency. The preliminary construction cost estimate for Alignment Alternatives 1-CIPP and 1-HDD are provided below.

Table 3-1. Alternative 1-CIPP Preliminary Construction Cost Estimate

Bid Item	Description	Qty.	Unit	Unit Price	Extend Price
1	Mobilization	1	LS	\$ 95,000	\$ 95,000
2	SWPPP	1	LS	\$ 30,000	\$ 30,000
3	Traffic Control	1	LS	\$ 10,000	\$ 10,000
4	Construction Staking	1	LS	\$ 5,000	\$ 5,000
5	Environmental Monitoring	1	LS	\$ 30,000	\$ 30,000
6	Pothole Existing Utilities	6	EA	\$ 1,500	\$ 9,000
7	Installation Pit Excavation (12'x6'x6' x two)	30	CY	\$ 150	\$ 4,500
8	Receiving Pit Excavation (12'x6'x6' x two)	30	CY	\$ 150	\$ 4,500
9	Install 14" CIPP Waterline	2,400	LF	\$ 360	\$ 864,000
10	Install 14" Gate Valve	2	EA	\$ 9,000	\$ 18,000
11	Install 2" Combination Air Valve	2	EA	\$ 8,000	\$ 16,000
12	Install 14" Cut-In Connection (Exotic Garden Rd)	1	LS	\$ 10,000	\$ 10,000
13	Install 14" Cut-In Connection (Van Gordon Creek Rd)	1	LS	\$ 10,000	\$ 10,000
14	Install 12" CIPP Wastewater Effluent Pipe	2,400	LF	\$ 330	\$ 792,000
15	Install 12" Gate Valve	2	EA	\$ 7,000	\$ 14,000
16	Install 2" Combination Air Valve	2	EA	\$ 8,000	\$ 16,000
17	Install 12" Cut-In Connection (Exotic Garden Rd)	1	LS	\$ 9,000	\$ 9,000
18	Install 12" Cut-In Connection (Van Gordon Creek Rd)	1	LS	\$ 9,000	\$ 9,000
19	Abandon Existing Pipeline in Place	2	EA	\$ 1,500	\$ 3,000
20	Install 1-Sack Slurry Trench Backfill	36	CY	\$ 200	\$ 7,200
21	Construct 4" AC Pavement	11	Tons	\$ 500	\$ 5,500
22	Remove Temporary 12" Waterline	1	LS	\$ 8,000	\$ 8,000
23	Perform Site Restoration	1	LS	\$ 20,000	\$ 20,000
Total					\$ 1,989,700
Contingency				25%	\$ 497,425
Construction Grand Total (rounded)					\$ 2,488,000

Table 3-2. Alternative 1-HDD Preliminary Construction Cost Estimate

Bid Item	Description	Qty.	Unit	Unit Price	Extend Price
1	Mobilization	1	LS	\$ 55,000	\$ 55,000
2	SWPPP	1	LS	\$ 30,000	\$ 30,000
3	Traffic Control	1	LS	\$ 10,000	\$ 10,000
4	Construction Staking	1	LS	\$ 5,000	\$ 5,000
5	Environmental Monitoring	1	LS	\$ 30,000	\$ 30,000
6	Pothole Existing Utilities	6	EA	\$ 1,500	\$ 9,000
7	Receiving Pit Excavation (12'x6'x6' x two)	30	CY	\$ 150	\$ 4,500
8	Install 14" Waterline (HDD)	2,400	LF	\$ 270	\$ 648,000
9	Install 14" Gate Valve	2	EA	\$ 9,000	\$ 18,000
10	Install 2" Combination Air Valve	2	EA	\$ 8,000	\$ 16,000
11	Install 14" Cut-In Connection (Exotic Garden Rd)	1	LS	\$ 10,000	\$ 10,000
12	Install 14" Cut-In Connection (Van Gordon Creek Rd)	1	LS	\$ 10,000	\$ 10,000
13	Install 12" Wastewater Effluent Pipe (HDD)	2,400	LF	\$ 240	\$ 576,000
14	Install 12" Gate Valve	2	EA	\$ 7,000	\$ 14,000
15	Install 2" Combination Air Valve	2	EA	\$ 8,000	\$ 16,000
16	Install 12" Cut-In Connection (Exotic Garden Rd)	1	LS	\$ 9,000	\$ 9,000
17	Install 12" Cut-In Connection (Van Gordon Creek Rd)	1	LS	\$ 9,000	\$ 9,000
18	Abandon Existing Pipeline in Place	2	EA	\$ 1,500	\$ 3,000
19	Install 1-Sack Slurry Trench Backfill	18	CY	\$ 220	\$ 3,960
20	Construct 4" AC Pavement	6	Tons	\$ 525	\$ 3,150
21	Remove Temporary 12" Waterline	1	LS	\$ 8,000	\$ 8,000
22	Perform Site Restoration	1	LS	\$ 20,000	\$ 20,000
Total					\$ 1,507,610
Contingency				25%	\$ 376,903
Construction Grand Total (rounded)					\$ 1,885,000

9.2 Alternative 2

The engineer's preliminary construction cost estimate includes the construction cost plus a 25% contingency. The preliminary construction cost estimate for Alignment Alternative 2 with HDD is provided below.

Table 3-3. Alternative 2 Preliminary Construction Cost Estimate

Bid Item	Description	Qty.	Unit	Unit Price	Extend Price
1	Mobilization	1	LS	\$ 65,000	\$ 65,000
2	SWPPP	1	LS	\$ 30,000	\$ 30,000
3	Traffic Control	1	LS	\$ 10,000	\$ 10,000
4	Construction Staking	1	LS	\$ 5,000	\$ 5,000
5	Environmental Monitoring	1	LS	\$ 30,000	\$ 30,000
6	Pothole Existing Utilities	6	EA	\$ 1,500	\$ 9,000
7	Receiving Pit Excavation (12'x6'x6' x two)	30	CY	\$ 150	\$ 4,500
8	Install 14" Waterline (HDD)	2,350	LF	\$ 250	\$ 587,500
9	Install 14" Gate Valve	2	EA	\$ 9,000	\$ 18,000
10	Install 2" Combination Air Valve	2	EA	\$ 8,000	\$ 16,000
11	Install 14" Cut-In Connection (Exotic Garden Rd)	1	LS	\$ 10,000	\$ 10,000
12	Install 14" Cut-In Connection (Van Gordon Creek Rd)	1	LS	\$ 10,000	\$ 10,000
13	Install 12" Wastewater Effluent Pipe (HDD)	2,350	LF	\$ 220	\$ 517,000
14	Install 12" Gate Valve	2	EA	\$ 7,000	\$ 14,000
15	Install 2" Combination Air Valve	2	EA	\$ 8,000	\$ 16,000
16	Install 12" Cut-In Connection (Exotic Garden Rd)	1	LS	\$ 9,000	\$ 9,000
17	Install 12" Cut-In Connection (Van Gordon Creek Rd)	1	LS	\$ 9,000	\$ 9,000
18	Abandon Existing Pipeline in Place	2	EA	\$ 1,500	\$ 3,000
19	Install 1-Sack Slurry Trench Backfill	18	CY	\$ 220	\$ 3,960
20	Construct 4" AC Pavement	6	Tons	\$ 525	\$ 3,150
21	Remove Temporary 12" Waterline	1	LS	\$ 8,000	\$ 8,000
22	Perform Site Restoration	1	LS	\$ 20,000	\$ 20,000
Total					\$ 1,398,110
Contingency				25%	\$ 349,528
Construction Grand Total (rounded)					\$ 1,748,000

9.3 Alternative 3

The engineer's preliminary construction cost estimate includes the construction cost plus a 25% contingency. The preliminary construction cost estimate for Alignment Alternative 3 with HDD is provided below.

Table 3-4. Alternative 3 Preliminary Construction Cost Estimate

Bid Item	Description	Qty.	Unit	Unit Price	Extend Price
1	Mobilization	1	LS	\$ 80,000	\$ 80,000
2	SWPPP	1	LS	\$ 30,000	\$ 30,000
3	Traffic Control	1	LS	\$ 10,000	\$ 10,000
4	Construction Staking	1	LS	\$ 5,000	\$ 5,000
5	Environmental Monitoring	1	LS	\$ 30,000	\$ 30,000
6	Pothole Existing Utilities	6	EA	\$ 1,500	\$ 9,000
7	Receiving Pit Excavation (12'x6'x6' x two)	30	CY	\$ 150	\$ 4,500
8	Install 14" Waterline (HDD)	2,800	LF	\$ 260	\$ 728,000
9	Install 14" Gate Valve	2	EA	\$ 9,000	\$ 18,000
10	Install 2" Combination Air Valve	2	EA	\$ 8,000	\$ 16,000
11	Install 14" Cut-In Connection (Exotic Garden Rd)	1	LS	\$ 10,000	\$ 10,000
12	Install 14" Cut-In Connection (Van Gordon Creek Rd)	1	LS	\$ 10,000	\$ 10,000
13	Install 12" Wastewater Effluent Pipe (HDD)	2,800	LF	\$ 230	\$ 644,000
14	Install 12" Gate Valve	2	EA	\$ 7,000	\$ 14,000
15	Install 2" Combination Air Valve	2	EA	\$ 8,000	\$ 16,000
16	Install 12" Cut-In Connection (Exotic Garden Rd)	1	LS	\$ 9,000	\$ 9,000
17	Install 12" Cut-In Connection (Van Gordon Creek Rd)	1	LS	\$ 9,000	\$ 9,000
18	Abandon Existing Pipeline in Place	2	EA	\$ 1,500	\$ 3,000
19	Install 1-Sack Slurry Trench Backfill	32	CY	\$ 200	\$ 6,400
20	Construct 4" AC Pavement	11	Tons	\$ 500	\$ 5,500
21	Remove Temporary 12" Waterline	1	LS	\$ 8,000	\$ 8,000
22	Perform Site Restoration	1	LS	\$ 20,000	\$ 20,000
Total					\$ 1,685,400
Contingency				25%	\$ 421,350
Construction Grand Total (rounded)					\$ 2,107,000

9.4 Alternative 4

The engineer's preliminary construction cost estimate includes the construction cost plus a 25% contingency. The preliminary construction cost estimate for Alignment Alternative 4 with open cut trench is provided below. This alternative includes two separate trenches for the water and wastewater pipelines.

Table 3-5. Alternative 4 Preliminary Construction Cost Estimate

Bid Item	Description	Qty.	Unit	Unit Price	Extend Price
1	Mobilization	1	LS	\$ 105,000	\$ 105,000
2	SWPPP	1	LS	\$ 50,000	\$ 50,000
3	Traffic Control	1	LS	\$ 60,000	\$ 60,000
4	Construction Staking	1	LS	\$ 15,000	\$ 15,000
5	Environmental Monitoring	1	LS	\$ 50,000	\$ 50,000
6	Pothole Existing Utilities	15	EA	\$ 1,500	\$ 22,500
7	Install 14" Waterline (Open Cut Trench)	3,100	LF	\$ 220	\$ 682,000
8	Install 14" Gate Valve	2	EA	\$ 9,000	\$ 18,000
9	Install 2" Combination Air Valve	2	EA	\$ 8,000	\$ 16,000
10	Install 14" Cut-In Connection (Exotic Garden Rd)	1	LS	\$ 10,000	\$ 10,000
11	Install 14" Cut-In Connection (Van Gordon Creek Rd)	1	LS	\$ 15,000	\$ 15,000
12	Install 12" Wastewater Effluent Pipe (Open Cut Trench)	3,100	LF	\$ 200	\$ 620,000
13	Install 12" Gate Valve	2	EA	\$ 7,000	\$ 14,000
14	Install 2" Combination Air Valve	2	EA	\$ 8,000	\$ 16,000
15	Install 12" Cut-In Connection (Exotic Garden Rd)	1	LS	\$ 9,000	\$ 9,000
16	Install 12" Cut-In Connection (Van Gordon Creek Rd)	1	LS	\$ 14,000	\$ 14,000
17	Abandon Existing Pipeline in Place	2	EA	\$ 1,500	\$ 3,000
18	Install 1-Sack Slurry Trench Backfill	850	CY	\$ 170	\$ 144,500
19	Construct 4" AC Pavement	180	Tons	\$ 400	\$ 72,000
20	Construct 8" AC Pavement (Caltrans R/W)	650	Tons	\$ 400	\$ 260,000
21	Remove Temporary 12" Waterline	1	LS	\$ 8,000	\$ 8,000
22	Perform Site Restoration	1	LS	\$ 40,000	\$ 40,000
Total					\$ 2,244,000
Contingency				25%	\$ 561,000
Construction Grand Total (rounded)					\$ 2,805,000

9.5 Preliminary Construction Cost Summary

The engineer's preliminary construction cost estimates for all alternatives are summarized below.

Table 3-6. Summary of Preliminary Construction Cost Estimates

Alignment Alternative	Estimated Construction Cost
Alternative 1-CIPP	\$ 2,488,000
Alternative 1-HDD	\$ 1,885,000
Alternative 2 - HDD	\$ 1,748,000
Alternative 3 - HDD	\$ 2,107,000
Alternative 4 – Open Cut Trench	\$ 2,805,000

Notes: .

10. CONCLUSIONS AND RECOMMENDATIONS

10.1 Advantages and Disadvantages

The advantages and disadvantages (or evaluation criteria) of each alignment alternative were identified. However, to facilitate an easier evaluation and comparison of the alternatives, a list of the most relevant evaluation criteria was established, and a score of 1 through 5 was assigned to each criteria for each alternative. A score of 5 is most favorable and a score of 1 is least favorable. A summary of the evaluation, including cost, is presented in Table 10-1 below.

Table 3-1. Summary of Alternatives Evaluation

Evaluation Criteria	Alternative 1-CIPP	Alternative 1-HDD	Alternative 2	Alternative 3	Alternative 4
Construction Cost	3	5	5	4	2
Environmental Impact	5	4	4	3	4
Permitting Requirements	5	4	3	3	3
Easement Required	5	5	3	3	5
Utility Conflicts	4	4	4	5	3
Public Inconvenience Due to Construction	4	4	4	5	2
Extends pipelines north of Bridge at Van Gordon Creek	2	2	2	4	2
Constructability	3	3	5	5	4
Construction Risk	2	3	4	4	3
Sustainability/Design Life ⁽¹⁾	3	5	5	5	5
Total Score:	36	39	39	41	33

Notes: 1) Design Life assumes HDPE pipe for HDD alternatives and PVC pipe for Alternative 4. .

Based on the identified evaluation criteria, Alternative 3 appears to be superior. However, Alternative 2 has the lowest capital cost. And although Alternative 1-CIPP has fewer permit requirements, and does not require a new easement, the HDD alternatives have a much longer design life than Alternative 1-CIPP.

10.2 Conclusions

The research and data gathered during preparation of the San Simeon Water & Wastewater Pipeline Replacement Project Preliminary Design Report (PDR) indicate that all four alignment alternatives are technically feasible with different implementation hurdles. The conclusions of the PDR are summarized below.

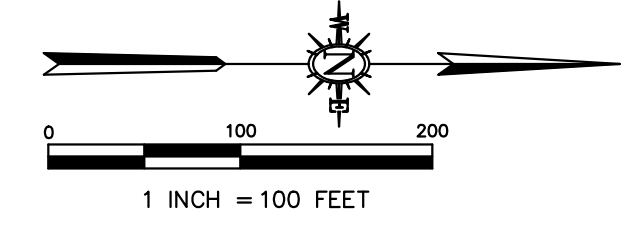
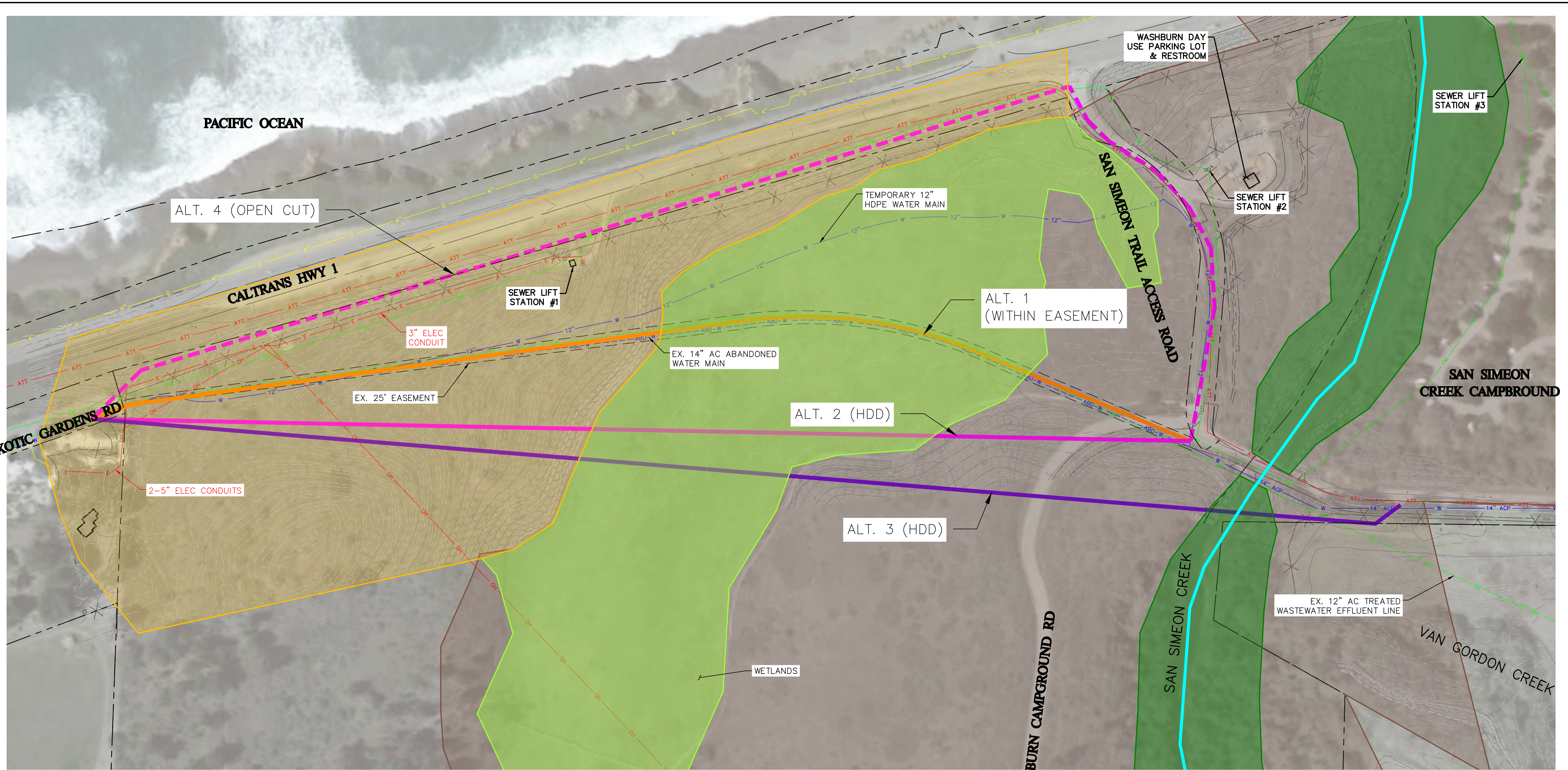
- There is sufficient existing public right-of-way to implement Alignment Alternative 4 (as well as the other alternatives).
- Alignment Alternatives 2 and 3 require acquisition of new easements from State Parks.
- There are several existing underground utilities within the proposed Project limits. Existing underground utilities pose the least constraint to implementation of Alignment Alternatives 3. Existing underground utilities pose a constraint to implementation of Alignment Alternative 4.
- Two minor cultural resource sites have been identified in the vicinity of Alignment Alternative 3.

- With implementation of appropriate mitigation measures, safeguards, and monitoring during construction, there are no significant/serious environmental issues identified for the four alignment alternatives at this time.
- Additional environmental study is required during the final engineering phase of the Project.
- Environmental (resource agency) permits will be required with yet-to-be-determined requirements depending upon the final alignment chosen.
- Additional research is needed to verify whether a Coastal Development Permit is need from the California Coastal Commission for Alignment Alternatives 1, 2 and 3.
- A Caltrans Encroachment Permit will be required with yet-to-be-determined pavement restoration requirements for Alignment Alternative 4.
- A San Luis Obispo County Encroachment Permit will be required with yet-to-be-determined pavement restoration requirements for all alignment alternatives.
- One rock outcropping has been identified that could pose a minor geotechnical constraint to Alignment Alternative 2, and two rock outcroppings have been identified that could pose a minor geotechnical constraint to Alignment Alternatives 3.
- With potential minor adjustment to the alignments, there are no significant/serious geotechnical issues identified for the four alignment alternatives at this time.
- Additional geotechnical investigation is required including design recommendations during the final engineering phase of the Project.
- In part due to favorable soil conditions, horizontal directional drilling (HDD) appears to be the most feasible construction method, and offers the least construction risk.
- Alignment Alternative 2 is the least cost alternative.

10.3 Recommended Alignment and Construction Method

Horizontal directional drilling is the recommended construction method. Based on the advantages and disadvantages identified above, Alignment Alternatives 2 and 3 appear to be the most favorable options. It is recommended that CCSD choose between these two options based on available budget and benefits of extending the replacement pipelines north of the Washburn Campground Road pedestrian bridge.

Figure 10-1: Alternative Alignments 1 Through 4



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LEGEND

- - - - - : PARCEL BOUNDARY (APPROX.)
- - - - - : EASEMENT BOUNDARY (APPROX.)
- ATT : EX. AT&T CONDUIT
- E : EX. ELECTRICAL UTILITIES
- OH : EX. OVERHEAD WIRE
- G : EX. GAS
- SS : EX. SEWER PIPE
- W : EX. WATER TRANS. MAIN
- PROPOSED ALT. 1
- PROPOSED ALT. 2
- PROPOSED ALT. 3
- PROPOSED ALT. 4
- WETLANDS
- WATER
- TERRACE DEPOSITS
- ALLUVIUM

REV. NO	DATE	REVISED	DESTROY ALL PRINTS BEARING EARLIER DATE	REV. BY	CKD. BY	APRD BY

1050 Southwood Drive
San Luis Obispo, CA 93401
P 805.544.7407 F 805.544.3863

**CAMBRIA COMMUNITY SERVICES DISTRICT
WATER AND WASTEWATER PIPELINE REPLACEMENT PROJECT**

ALIGNMENT ALTERNATIVES

CAMBRIA, CALIFORNIA

DRAWN BY FC	DATE 11/30/2023	CA JOB NO. 230311
CHECKED BY	SCALE 1" = 100'	SHEET 2 OF 2

THESE DRAWINGS ARE INSTRUMENTS OF SERVICE AND ARE THE PROPERTY OF CANNON. ALL DESIGN AND INFORMATION ON THESE DRAWINGS ARE FOR USE OF THE SPECIFIED PROJECT AND SHALL NOT BE USED OTHERWISE OR REPRODUCED WITHOUT THE EXPRESSED WRITTEN PERMISSION OF CANNON.

APPENDIX A - ENVIRONMENTAL OVERVIEW TECHNICAL MEMO (SWCA ENVIRONMENTAL CONSULTANTS)

December 20, 2023

Larry Kraemer, P.E
Director, Public Infrastructure Division
Cannon
805-503-4542
LarryK@CannonCorp.us

Re: Preliminary Environmental Constraints Memorandum for the San Simeon Water and Wastewater Pipeline Replacement Project / SWCA Project No. 80757

Dear Mr. Kraemer,

Per your request, SWCA Environmental Consultants (SWCA) has prepared this memorandum (memo) to provide an overview of the environmental constraints with emphasis on existing sensitive biological and cultural resources as well as anticipated permitting triggers for the subject San Simeon Water and Wastewater Pipeline Replacement Project (project) located in the unincorporated community of Cambria, San Luis Obispo County (County), California (see Attachment A –Figure A-1: Project Vicinity and Location Map). The project is being proposed by the Cambria Community Services District (CCSD) and includes replacing the existing 14-inch diameter water transmission main and 12-inch diameter wastewater effluent pipeline via open trench and/or horizontal directional drilling (HDD). The exact alignment is yet to be determined; however, up to four alternative alignments are being proposed which will route the pipelines either through or around the protected riparian and wetland habitat located on California State Property as summarized below (see Attachment A – Figure A-2: Project Alignment Map and Attachment B – Site Plan of Alignment Alternatives).

- Alternative 1 – Within Existing 25-foot Wide Easement
- Alternative 2 – HDD to South of Washburn Campground Road Pedestrian Bridge
- Alternative 3 – HDD to North of Washburn Campground Road Pedestrian Bridge
- Alternative 4 – Trenching along the southern boundary of State Highway 1

In support of the Preliminary Design Report prepared by Cannon, SWCA staff completed a background review of relevant literature and resources pertaining to sensitive biological resources known to occur within the project area. SWCA also conducted a preliminary review of potential cultural resources that have potential to be present within the project area. The following provides an overview of potential resources and constraints associated with each of the four proposed alternatives.

ENVIRONMENTAL CONSIDERATIONS AND CONSTRAINTS

Botanical Resources

Based on a preliminary review of the California Natural Diversity Database (CNDDDB) (CDFW 2023) (see Attachment A – Figure A-3: 1.5-mile CNDDDB and Critical Habitat Map), the California Native Plant Society (CNPS) Inventory of Rare and Endangered Plants (CNPS 2023a), the California Consortium of Herbaria (CCH) online database of plant collections (CCH 2023), as well as local biological knowledge, a number of sensitive annual and botanical species have a potential to occur within the potential work areas (four alternatives) including, but not limited to:

- Monterey pine (*Pinus radiata*); California Rare Plant Rank (CRPR) 1B.1
- Hickman's onion (*Allium hickmanii*); CRPR 1B.2,
- Arroyo de la Cruz manzanita (*Arctostaphylos cruzensis*); CRPR 1B.2
- Hearst's manzanita (*Arctostaphylos hookeri* ssp. *hearstiorum*); CRPR 1B.2
- Mile's milkvetch (*Astragalus didymocarpus* var. *milesianus*); CRPR 1B.2
- San Simeon baccharis (*Baccharis plummerae* ssp. *glabrata*); CRPR 1B.2
- Dwarf goldenstar (*Bloomeria humulis*); State Rare, CRPR 1B.2.
- Cambria morning-glory (*Calystegia subacaulis* ssp. *episcopalis*); CRPR 4.2
- San Luis Obispo owl's clover (*Castilleja densiflora* ssp. *obispoensis*); CRPR 1B.2
- Maritime ceanothus (*Ceanothus maritimus*); CRPR 1B.2
- Compact cobwebby thistle (*Cirsium occidentale* var. *compactum*); CRPR 1B.2
- Hoover's button-celery (*Eryngium aristulatum* var. *hooveri*); CRPR 1B.1
- Blochman's dudleya (*Dudleya blochmaniae*); CRPR 1B.1
- Mesa horkelia (*Horkelia cuneata* var. *puberla*); CRPR 1B.1
- Kellogg's horkelia (*Horkelia cuneata* var. *sericea*); CRPR 1B.1
- Perennial goldfields (*Lasthenia californica* ssp. *macrantha*); CRPR 1B.2
- Santa Lucia bushmallow (*Malacothamnus palmeri* var. *palmeri*); CRPR 1B.2
- Woodland woollythreads (*Monolopia gracilens*); CRPR 1B.2
- Gairdner's yampah (*Perideridia gairdneri* ssp. *gairdneri*); CRPR 4.2
- Monterey pine (*Pinus radiata*); California Rare Plant Rank (CRPR) 1B.1
- Twisted horsehair lichen (*Sulcaria spiralifera*); CRPR 1B.2

Based on the four alternatives and likely suitable habitat, Alternative 4 though open cut trenching, would likely be restricted to developed or previously disturbed areas that would provide only marginally suitable habitat for special-status plants. Existing conditions within Alternatives 1 – 3 likely provide suitable habitat for special-status plants with potential to occur within the project area. The typical blooming period for these species ranges between March and July. It is recommended that appropriately timed survey(s) be conducted during the typical blooming period for these species to determine presence/absence within the proposed project work area once an alternative is determined.

Wildlife Resources

Based on a preliminary review of the CNDDDB and the U.S. Fish and Wildlife Service (USFWS) Critical Habitat for Threatened and Endangered Species Report (USFWS 2023a) (see Attachment A – Figure A-2), the following sensitive wildlife species have a potential to occur within the potential work areas (four alternatives):

- Southwestern pond turtle (*Actinemys pallida*); Species of Special Concern (SSC)
- Tricolored blackbird (*Agelaius tricolor*); SSC
- Grasshopper sparrow (*Ammodramus savannarum*); SSC
- Northern harrier (*Circus hudsonius*); SSC
- Tidewater goby (*Eucyclogobius newberryi*); Federal Endangered (FE)
- Steelhead – south/central California coast DPS; Federal Threatened (FT), SSC
- California red-legged frog (*Rana draytonii*); FT, SSC
- Coast Range newt (*Taricha torosa*); SSC
- Two-striped garter snake (*Thamnophis hammondi*); SSC

Suitable habitat is present within the project area for the species listed above and several of them including southwestern pond turtle, tidewater goby, steelhead-south/central California coast DPS, and California red-legged frog are known to occur within San Simeon Creek and surrounding areas. It should be noted that USFWS Critical Habitat for California red-legged frog overlaps the proposed project area(s) and USFWS Critical Habitat for tidewater goby occurs within San Simeon Creek.

Based on the four alternatives and likely suitable habitat, Alternative 4 though open cut trenching, would likely be restricted to developed or previously disturbed areas that would provide only marginally suitable habitat for special-status wildlife species. Alternatives 1 – 3 likely provide suitable to marginally suitable habitat for special-status wildlife with potential to occur with emphasis on the California red-legged frog which may use the perennial wetland habitat areas on site for the purposes of foraging and protective cover.

Hydrological Resources

Based on a preliminary review of the USFWS National Wetlands Inventory (NWI), Wetlands Mapper (USFWS 2023b), freshwater emergent wetland habitat has been mapped within the project area east of Highway 1. In addition, a majority of San Simeon Creek is mapped as a freshwater forested/shrub

wetland with riverine and estuarine/marine influences (see Attachment A – Figure A-4: National Wetland Inventory Map).

Based on the four alternatives, Alternative 4, though open cut trenching, would likely avoid or minimize potential impacts to sensitive aquatic resources including wetland and waters habitat. Alternative 1 – 3 would likely result in direct impacts to wetland habitat areas depending on the methodology used for pipeline installation.

Cultural Resources

Compliance with CEQA and Section 106 of the National Historic Preservation Act requires that an affirmative search be undertaken to identify properties listed in, determined eligible for, or eligible for listing in the National Register of Historic Places (NRHP) and California Register of Historical Resources (CRHR) that may be impacted by the proposed project. SWCA conducted background research, in part, by reviewing records search data from the Central Coast Information Center (CCIC) located at the Santa Barbara Museum of Natural History. The CCIC is the regional office of the California Historical Resources Information System (CHRIS), which provides copies of prior studies and resource records in and near the project Alternatives. There are 8 previously documented prehistoric archaeological resources and one historic resource within 0.25-mile of the project Alternatives. Table 1 provides a summary of known resources.

Table 1. Previously Recorded Cultural Resources within 0.25 Mile of the Proposed Alternatives

Primary Number	Trinomial	Resource Description	NRHP/CRHR Eligibility Status	Recorded by and Year	Proximity to Project Alternatives
P-40-000072	CA-SLO-000072	Prehistoric Shell midden and lithic scatter	Unknown/ Not evaluated	1948 (Walker); 1962 (C.W. Meighan); 1966 (McKinney, Fritsche); 1967 (L. Payen); 1970 (Georgia Fleshman); 1977 (John Kelly); 2001 (Leanna Flaherty, Leroy Laurie, and Michelle Powell)	Outside
P-40-000185	CA-SLO-000185	Prehistoric Bedrock Mortar and Shell Midden	Unknown/ Not evaluated	1967 (L. Payen, State of California); 1977 (J. Kelly and Claudine Young, California Department of Parks and Recreation); 2001 (Michelle Powell, Leroy Laurie, and Leanna Flaherty, California Department of Parks and Recreation)	Outside

*Preliminary Environmental Constraints Memorandum
San Simeon Water and Wastewater Pipeline Replacement Project / SWCA Project No. 80757*

Primary Number	Trinomial	Resource Description	NRHP/CRHR Eligibility Status	Recorded by and Year	Proximity to Project Alternatives
P-40-000186	CA-SLO-000186	Prehistoric shell midden and lithic scatter, possible habitation site	Unknown/ Not evaluated	1967 (L. Payen, State of California); 1977 (J. Kelly, C. Young, and Betty Rivers, California Department of Parks and Recreation); 2001 (Michelle Powell, Leroy Laurie, and Leanna Flaherty, California Department of Parks and Recreation)	As mapped, within 50-feet of Alt #3, within 200-feet of Alt #1, #2, and #4
P-40-000187	CA-SLO-000187	Prehistoric shell midden and lithic scatter, possible habitation site	Unknown/ Not evaluated	1967 (L. Payen, State of California); 2001 (Leroy Laurie, Leanna Flaherty, and Michelle Powell, California Department of Parks and Recreation)	Outside
P-40-000221	CA-SLO-000221/H	Multi-component prehistoric, protohistoric, and historic site.	NRHP and CRHR-eligible	1961 (Geneva Hamilton, University of California); 1965 (Riddell, University of California); 1965 (Abrams and Herst, University of California); 1977 (J.K. and C. Y., University of California); 1991 (R. O. Gibson, not listed)	Outside
P-40-000378	CA-SLO-000378	Prehistoric shell midden and lithic scatter, possible habitation site	Unknown/ Not evaluated	1961 (Geneva Hamilton, University of California)	Within Alt #3, within 200-feet of Alt #1, #2, and #4

Primary Number	Trinomial	Resource Description	NRHP/CRHR Eligibility Status	Recorded by and Year	Proximity to Project Alternatives
P-40-000383	CA-SLO-000383	Prehistoric shell midden and lithic scatter, possible habitation site	Unknown/ Not evaluated	1961 (Geneva Hamilton, SLOCAS); 1977 (J. Kelly and C. Young, California Department of Parks and Recreation); 1994 (Clay A. Singer, C. A. Singer & Associates, Inc.); 2001 (Leanna Flaherty, Leroy Laurie, and Michelle Powell, California Department of Parks and Recreation); 2001 (John Parker, California Department of Parks and Recreation)	Outside
P-40-001373	CA-SLO-001373/H	Prehistoric shell midden and lithic scatter, possible habitation site	Unknown/ Not evaluated	1991 (Gary S. Breschini and Trudy Haversat, Archaeological Consulting); 1991 (R. O. Gibson and J. Frierman, Gibson's Archaeological Consulting)	Outside
P-40-040842	N/A	Bridge	Recommended ineligible	1978 (Carroll Pursell, UCSB / California Inventory)	Outside

CEQA OPTIONS ANALYSIS

Based on the results of this preliminary environmental analysis and our understanding of the project and the project history, preliminary investigation and research, and background information provided by the CCSD, we anticipate that the appropriate level of documentation for compliance with CEQA will be an Initial Study leading to a Mitigated Negative Declaration (IS/MND) for any of the evaluated project alternatives. An IS/MND should be completed for the selected alternative, including all associated tasks necessary for completion of the CEQA process, with particular focus on avoiding or minimizing impacts to sensitive resources and anticipating and being responsive to concerns of Responsible Agencies (e.g., California Coastal Commission, State Parks, U.S. Fish and Wildlife Service, etc.). The IS/MND process will also require consultation with local Native American tribes per the requirements of Assembly Bill 52.

PROJECT PERMITTING

U.S. Army Corps of Engineers

If project activities are expected to result in direct impacts below the ordinary high water mark (OHWM) of San Simeon Creek or adjacent wetlands that have a continuous surface connection to San Simeon Creek, a Nationwide Permit (NWP) pursuant to Section 404 of the Clean Water Act (CWA) from the U.S. Army Corps of Engineers (USACE) would likely be required. It should be noted that HDD activities are considered a non-reporting activity and as such, do not require authorization by the USACE if avoiding waters of the U.S. and wetlands. However, ground disturbing activities associated with HDD methods including excavation of entry and exit pits that result in a direct impact to waters or wetlands would require USACE authorization. USACE wetlands are defined as those areas that support all three parameters including hydrophytic vegetation, hydric soils, and hydrology that has a continuous surface connection to waters of the U.S.

Field studies will be required to determine the presence and/or lateral extent of USACE waters and wetlands on site and potential permitting triggers.

California Coastal Commission

Under Section 30107.5 of the Coastal Act, Environmentally Sensitive Habitat Areas (ESHA) mean:

“Any area which plant or animal life or their habitats are either rare or especially valuable because of their special nature or role in an ecosystem and which could be easily disturbed or degraded by human activities and developments”.

Further, under Section 30121 of the Coastal Act, the California Coastal Commission (CCC) identifies wetlands as:

“Lands within the coastal zone which may be covered periodically or permanently with shallow water and include saltwater marshes, freshwater marshes, open or closed brackish water marshes, swaps, mudflats, and fens”.

Based on the above, all sensitive biological resources including jurisdictional waters and wetlands would be considered ESHA and under the jurisdiction of the CCC. Field studies would be required to identify the presence of ESHA including sensitive habitats, special-status plants and wildlife, and jurisdictional features including single-parameter wetlands. Further, coastal boundary limits including but not limited to the originally retained jurisdiction of the CCC within the lower San Simeon Creek mainstem and estuary would need to be evaluated to determine whether a Coastal Development Permit would be required.

California Department of Fish and Wildlife

If project activities are expected to result in direct impacts to San Simeon Creek and/or the adjacent riparian/wetland habitat, a California Department of Fish and Wildlife (CDFW) Streambed Alteration Agreement (SAA) notification pursuant to Division 2, Chapter 6, Sections 1600 through 1602 of the California Fish and Game Code, would likely be required. CDFW classifies a wetland as having at least one of the wetland parameters required by the USACE. It should also be noted that HDD methods are typically subject to notification pursuant to Section 1600 of Fish and Game Code.

Field studies are required to determine the presence and/or lateral extent of CDFW jurisdiction on site and potential permitting triggers.

Regional Water Quality Control Board

If project activities are expected to result in direct impacts to San Simeon Creek and/or the adjacent riparian/wetland habitat that are under the jurisdiction of the USACE, a Regional Water Quality Control Board (RWQCB) Water Quality Certification would be required pursuant Section 401 of the CWA. If project activities avoid impacting USACE waters and wetlands and do not require reporting under a NWP, the project would likely require submittal of a Report of Waste Discharge pursuant Section 401 of the CWA or General Order No. 2004-0004-DWQ.

Field studies are required to determine the presence and/or lateral extent of USACE waters and wetlands on site and potential permitting triggers.

California Department of Parks and Recreation

Any proposed project activities within California Department of Parks and Recreation (California State Parks) boundaries would likely require a California State Parks Right of Entry Permit. Early outreach and coordination with California State Parks is recommended to discuss existing sensitive resources on site with emphasis on known cultural sites and proposed avoidance and minimization measures to be implemented during project implementation. This early engagement will support the CEQA process as well as the Right of Entry permit process.

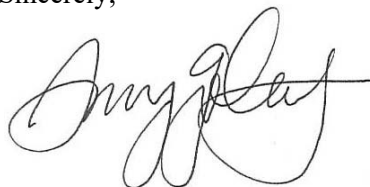
CONCLUSIONS

Based on a review of the proposed alternative pipeline routes and installation methods, impacts to sensitive botanical and wildlife resources, as well as riparian and/or wetland habitat is likely to occur with Alternatives 1 – 3. Though HDD methods are significantly less impactful than open trenching, Alternative 4 appears to follow the San Simeon Trail Access Road and is limited to the road shoulder of Highway 1 where habitat for sensitive biological resources is expected to be limited. Field studies would further support identifying the lateral limits of sensitive biological resources on site including presence/absence of special-status plants, wildlife, and waters/wetlands. If sensitive biological resources cannot be avoided, mitigation measures should be developed to reduce impacts to less than significant.

The northern end of each alternative is in close proximity (or as with Alternative #3, within) to known and potentially significant cultural resources. The mapping provided by the CCIC is approximate and the exact locations of the identified resources should be field verified. If possible, all ground disturbing activities should occur outside of the known resource boundaries, and they should be treated as Environmentally Sensitive Areas. If resources cannot be avoided, mitigation measures should be developed to reduce impacts to less than significant.

If you should have any questions regarding any of the information provided, please contact me at amy.golub@swca.com or (415) 533-7372.

Sincerely,



Amy Golub
Project Botanist

Attachments:

A – Figures

B – Site Plan of Alignment Alternatives

REFERENCES CITED/LITERATURE CITED

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- _____. 2023b. National Wetland Inventory, Wetlands Mapper. Available online at: <https://www.fws.gov/wetlands/Data/Mapper.html>. Accessed November 2023.

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ATTACHMENT A

Figures

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Figure A-1. Project Vicinity and Location Map

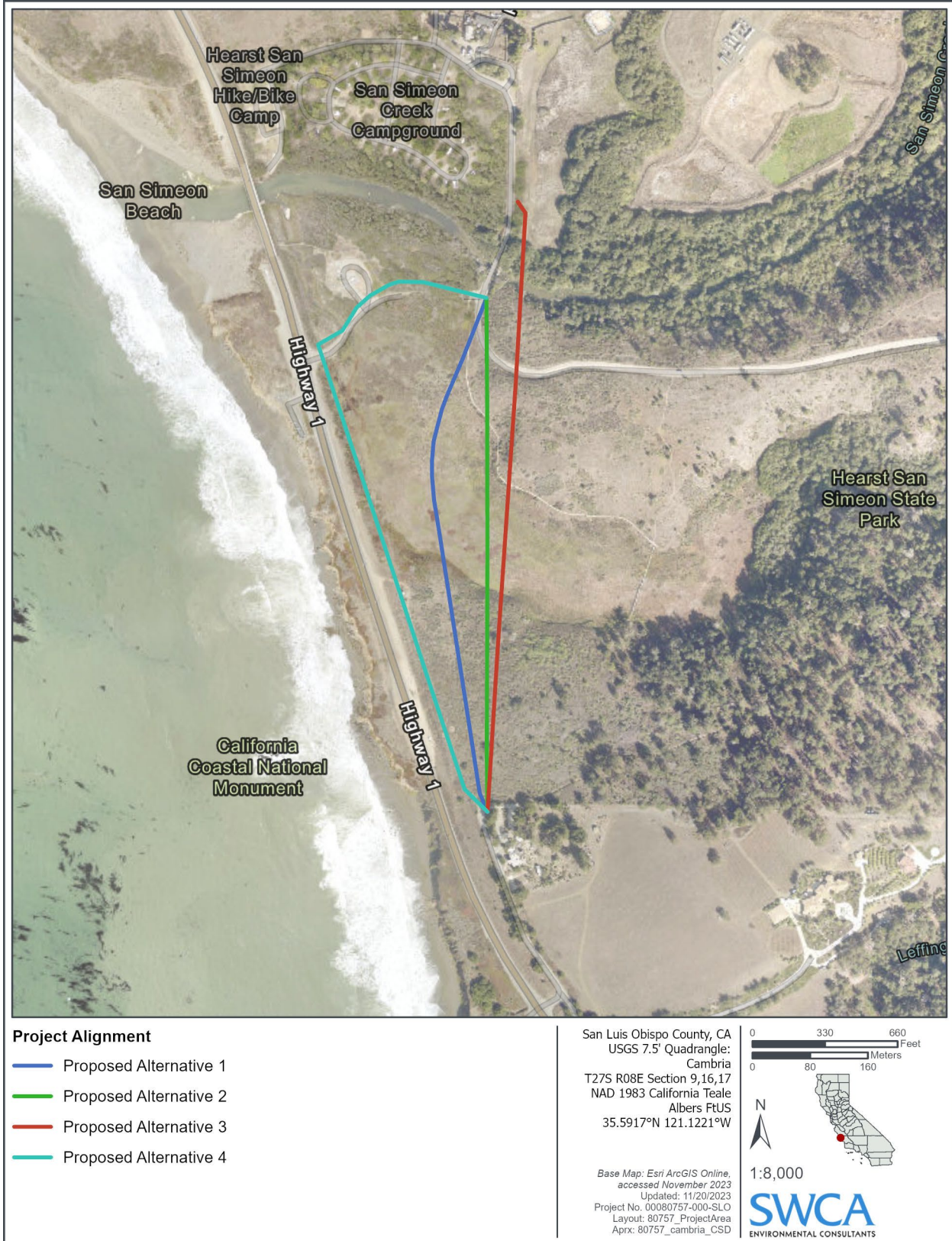


Figure A-2. Project Vicinity and Location Map

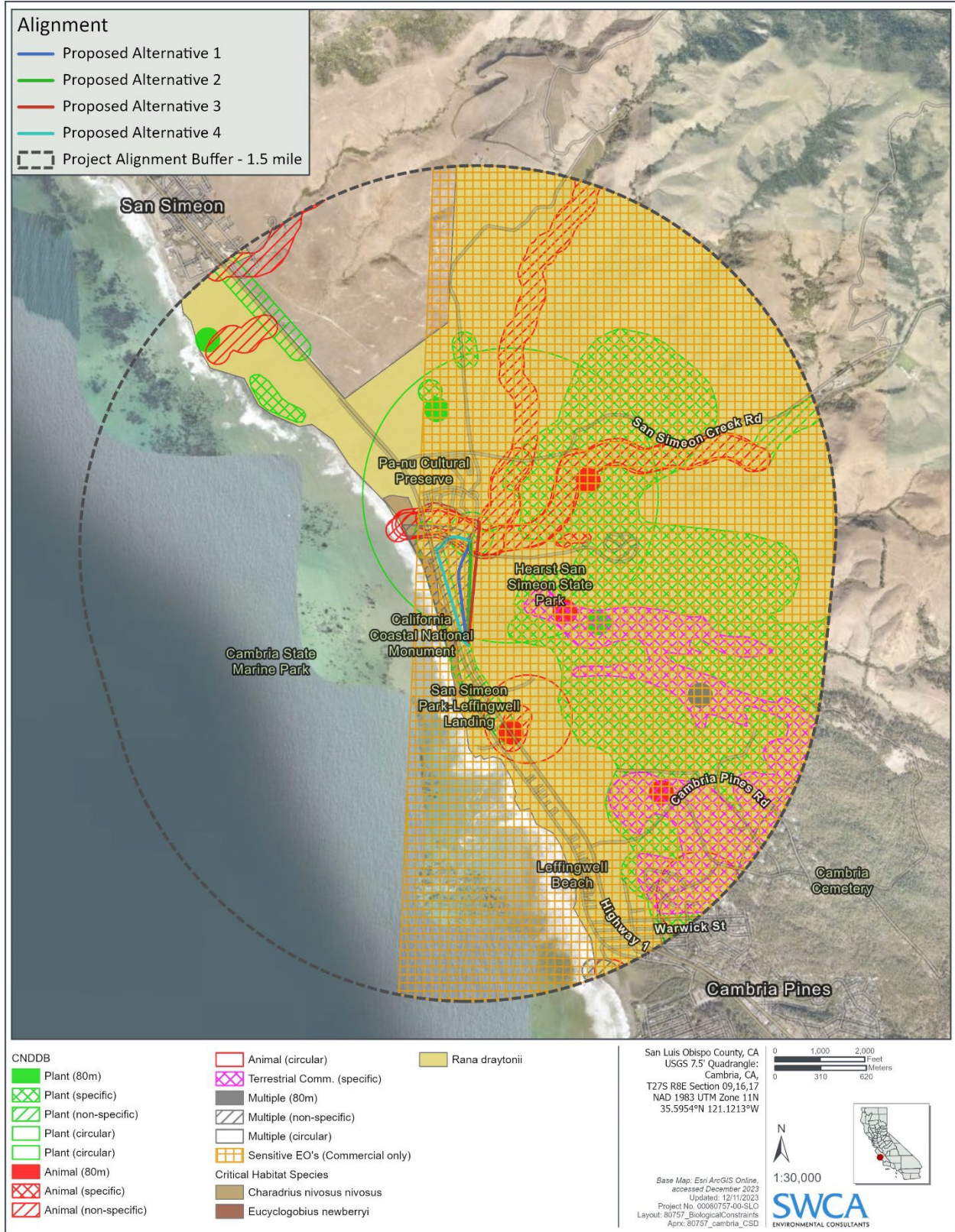


Figure A-3. 1.5-mile CNDDB and Critical Habitat Map

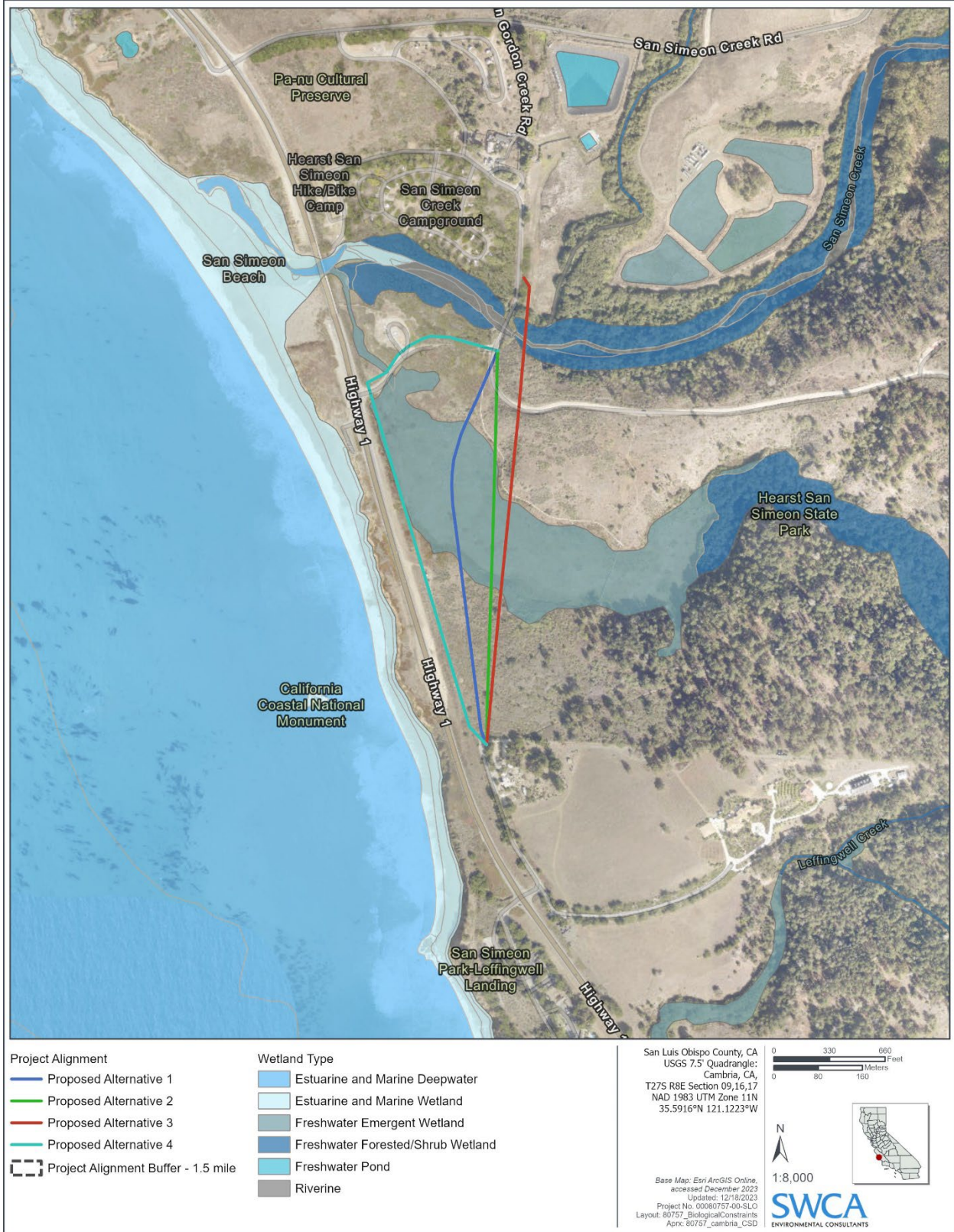


Figure A-4. National Wetland Indicator Map

APPENDIX B - GEOTECHNICAL OVERVIEW TECHNICAL MEMO (YEH AND ASSOCIATES)



Date: December 20, 2023
To: Mr. Larry Kraemer, PE
From: Luke Salemme, EIT, Judd King, PE, GE - Yeh and Associates
Subject: Cambria Community Services District Water and Wastewater Pipeline Replacement Project, Cambria, CA

Yeh and Associates is providing geotechnical services for the design of the Cambria Community Service District’s (District) Water and Wastewater Pipeline Replacement Project in response to a failure that occurred along the existing water pipeline in December 2021 within an existing easement at San Simeon State Park. Our services are being provided per task order for consulting services with Cannon for project number 23011, dated August 22, 2023.

Yeh and Associates visited the site on the afternoon of November 14, 2023, to review site geology and geomorphologic conditions that may impact the proposed alternative realignments for the pipelines. Yeh also took various photographs and measurements including the water depth of San Simeon Creek. The location of existing wells and proposed boring locations for further exploration were also reviewed. This memorandum summarizes the existing conditions at the site and alternatives for the pipeline’s realignment/replacement.

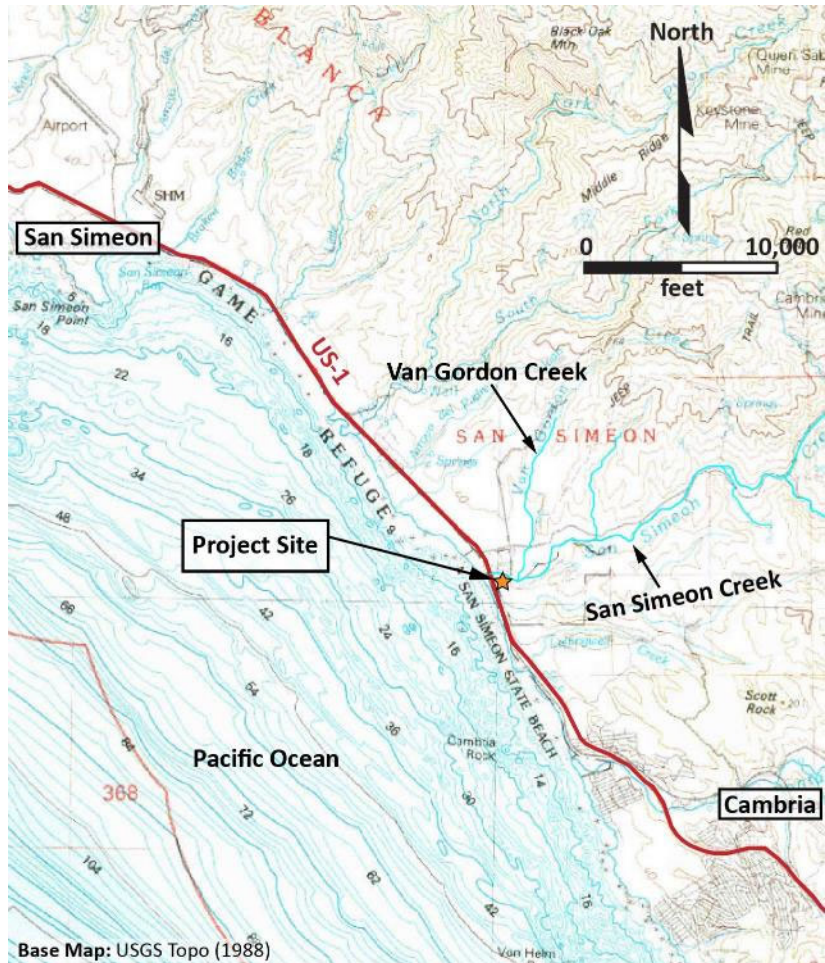


Figure 1: Project Location Map

1. EXISTING SITE CONDITIONS

The project site is located off Highway 1 in Hearst San Simeon State Park in the northern area of Cambria, California. The location of the project site is shown in Figure 1. The site geography is primarily wetlands adjacent to San Simeon Creek (See Figure 2 and Plate 1). Van Gordon Creek, the westernmost tributary, intersects San Simeon Creek in the vicinity of the project site. Elevations in the site vicinity range from approximately elevation 6 to 95 feet¹.

A vehicle bridge and adjacent pedestrian bridge cross San Simeon Creek with existing utilities connected to the underside of the bridges (See Figure 3). The vertical distance from the vehicle bridge deck to the bottom of the creek was 17 feet and 14 feet to the water surface on November 14, 2023, at approximately 3 pm. The water level at this portion of the creek may be tidal dependent due to its proximity to the ocean and observed water-line marks on the sides of the creek.



Figure 2: Wetlands at Project Site

Additionally, soil adjacent to the northern bridge abutment had been scoured 3 to 4 feet which was likely caused by runoff from storm events from 2023 (See Figure 3).

Potable water and treated effluent pipelines traverse State Parks property through wetlands and coastal land along an existing 25-foot-wide easement. We understand that the existing pipes are likely buried 3 to 5 feet in the ground. The December 2021 failure of the 14-inch diameter potable water line was replaced by a temporary overland bypass of fusion-welded 12-inch diameter High Density Polyethylene (HDPE) pipe. This pipe traverses the project site on the surface of

¹ CalTopo (2023), Online topography tool, accessed November 20, 2023, <https://caltopo.com/map.html#ll=35.59685,-121.11777&z=16&b=mbt>

the protected wetlands and is only trenched at its connections to the existing water pipeline near Exotic Gardens Road to the south and Washburn Campground Road near San Simeon Creek to the north. The existing potable water line was abandoned in the ground.

The second pipeline is an existing 12-inch diameter ductile iron pipe that transports treated effluent from the District’s wastewater treatment facility located 2.5 miles south of the project site to existing effluent disposal ponds east-northeast of the project site and San Simeon State Park.

2. PROPOSED ALTERNATIVES

Four alternatives are proposed by Cannon² for the water and wastewater pipelines’ replacement. The alternatives are shown on Plate 1 and are described below.

2.1 ALTERNATIVE 1

Alternative 1 includes replacing the two pipelines in the existing 25-foot-wide District easement through the protected wetlands on California State Parks property. The southern connection point to the existing pipelines for this alternative is located off Exotic Gardens Road. The realignment traverses the wetlands on State property, to the northern connection point located approximately 100 feet south of the pedestrian bridge on Washburn Drive inside the State campground. The length of this alignment is approximately 2,400 feet. The existing easement curves to the northeast within the wetlands area prior to the connection at Washburn Campground Road 100 feet south of San Simeon Creek. The new pipes would cross a sensitive habitat where open trenching is not likely allowed. Trenchless methods such as horizontal directional drilling (HDD), pipe bursting, or cured in-place pipe (CIPP) are being considered to replace the pipelines.



Figure 3: San Simeon Creek Conditions below Bridge on 11/14/23

² Alignment Alternatives Preliminary Design Report, Cambria Community Services District Water and Wastewater Pipeline Replacement Project, by Cannon, dated November 30, 2023

2.2 ALTERNATIVE 2

Alignment 2 includes replacing the two pipelines east of the existing 25-foot-wide District easement through the protected wetlands on California State Parks property. The southern connection point to the existing pipelines for this alternative is located off Exotic Gardens Road. The realignment traverses the wetlands on State property following a straight route to the northern connection point at Washburn Campground Road 100 feet south of San Simeon Creek. The length of this alignment is approximately 2,350 feet. The new pipes would cross a sensitive habitat where open trenching is not allowed. Trenchless methods such as horizontal directional drilling (HDD), pipe bursting, or cured in-place pipe (CIPP) are being considered to replace the pipelines. A new 25-foot-wide utility and access easement would be required for this alignment.

2.3 ALTERNATIVE 3

Alignment 3 includes replacing the two pipelines east of the existing 25-foot-wide District easement through the protected wetlands on California State Parks property. The southern connection point to the existing pipelines for this alternative is located off Exotic Gardens Road. The realignment traverses the wetlands on State property following a straight route beneath San Simeon Creek to the northern connection point located approximately 400 feet northeast of the intersection of Washburn Campground Road and San Simeon Trail Access Road within the District's property about 300 feet north of the pedestrian bridge. The length of this alignment is approximately 2,800 feet. The new pipes would cross sensitive habitats where open trenching is not likely allowed. Trenchless methods such as horizontal directional drilling (HDD), pipe bursting, or cured in-place pipe (CIPP) are being considered to replace the pipelines. A new 25-foot-wide utility and access easement would be required for this alignment.

2.4 ALTERNATIVE 4

Alignment 4 includes replacing the two pipelines outside of the protected wetlands. The southern connection point to the existing pipelines for this alternative is located off Exotic Gardens Road. The alignment extends approximately 140 feet west into the east side of the Caltrans Highway 1 right-of-way, where it continues approximately 2,100 feet north to the San Simeon Trail Access Road. The alignment then turns east and follows the San Simeon Trail Access Road to its northern connection point located approximately 100 feet south of the pedestrian bridge on Washburn Drive inside the State campground. The total length of this alignment is approximately 3,100 feet. This is the only alignment to avoid the protected wetlands on California State Parks property. Trenching is the proposed construction method for this alignment. Due to the size of the water and wastewater pipelines and separation requirements, it is expected that two separate trenches will be required for this alternative with a minimum separation of approximately 6 feet centerline to centerline.

3. GEOLOGIC SETTING

The project is located within the Coast Ranges geomorphic province, which extends from the Transverse Ranges in southern California to the Klamath Mountains in northern California and into Oregon. The province is characterized by north-northwest trending mountain ranges composed of sedimentary, volcanic, and metamorphic rocks. The basal units are predominantly composed of Jurassic and Cretaceous age rocks with Tertiary to Holocene age rocks commonly overlying the older formations along the flanks and foothills of those ranges. Quaternary sediments are found within intervening drainages, valleys, and coastal areas.

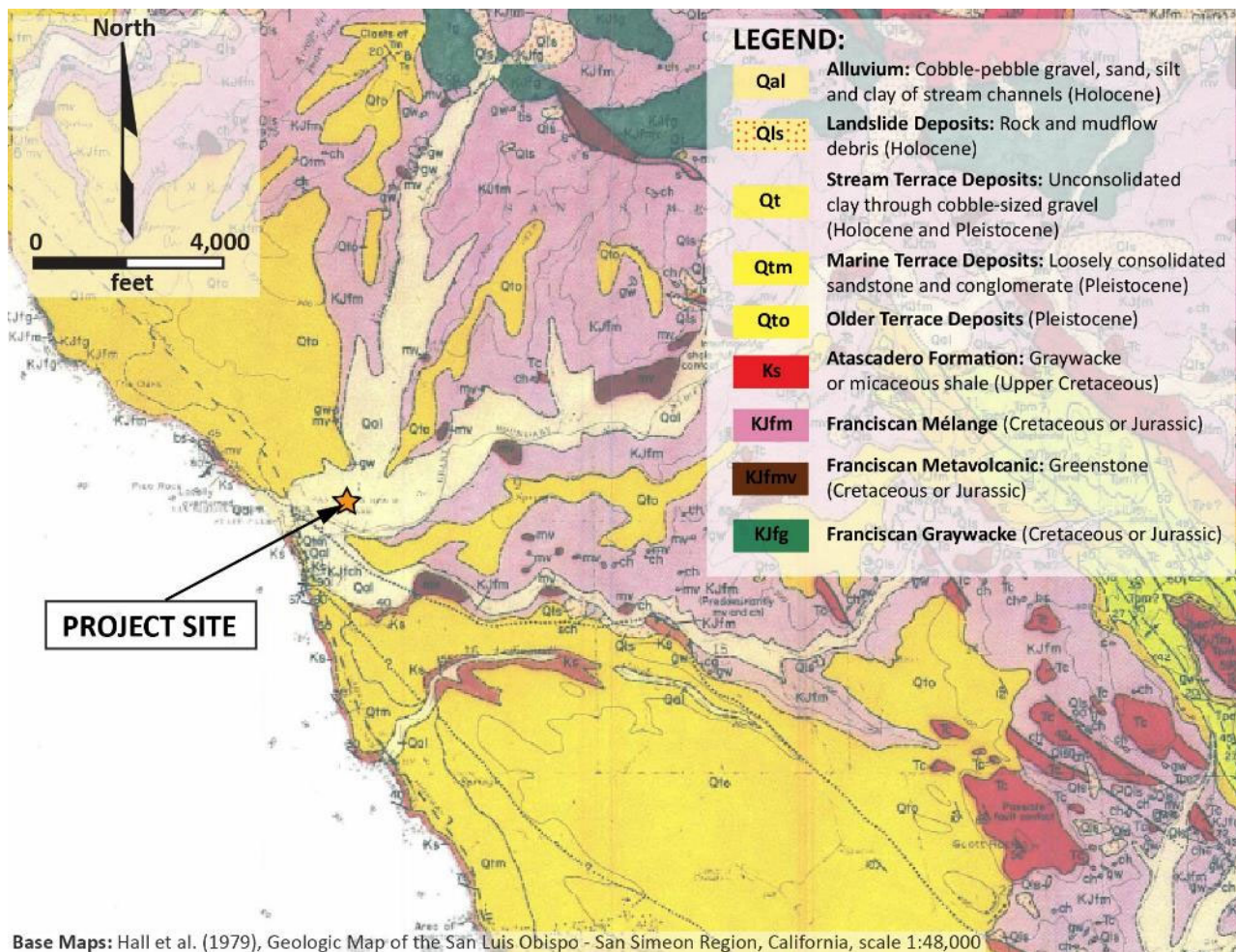


Figure 4: Geologic Map (Hall et al. 1979)

Figure 4 shows a portion of regional geology in the site vicinity as mapped by Hall et al.³ The site geology is mapped as Alluvial Deposits (Qal) and is described as “cobble – pebble gravel, sand, silt, and clay.” Adjacent to the site is mapped Marine Terrace Deposits (Qtm), Older Terrace Deposits

³ Hall et al. (1979), *Geologic Map of the San Luis Obispo – San Simeon Region, California*, scale 1:48,000.

(Qto), Atascadero Formation (Ks), Franciscan Mélange (KJfm), and Franciscan Metavolcanic (KJfmv). Plate 1 shows the site geology as mapped by Yeh.

4. SUBSURFACE CONDITIONS

Yeh reviewed site conditions and previous data available in the project vicinity. Log of Test Borings (LOTB) for the San Simeon Creek Bridge on Highway 1 (Bridge No. 49-46)^{4 5}, a monitoring well installed for the District near San Simeon Creek⁶, and as-built plans for the vehicle bridge⁷ within the campground that crosses the creek were reviewed. These data are included as Appendix A to this memorandum.

Low-lying wetlands are composed of Alluvial Deposits (Qal) surrounded by hills composed Older Terrace Deposits (Qto) (See Plate 1 and Figure 2). The alluvium is likely composed of clay and silt with various concentrations of gravel ranging between pebbles and cobbles and sand according to existing subsurface data reviewed. Older Terrace Deposits are described as poorly consolidated sand and clay-rich sand. The geologic contact between the alluvium and terrace deposits appears at the toe of the slopes; however, vegetation obscures the contact in many locations. Outcroppings of resistant Metavolcanic Rocks (KJfmv) described as metamorphosed basalt and diabase and Atascadero Formation (Ks) described as graywacke or sandstone and interbedded micaceous shale and siltstone are observed on surrounding hills and adjacent to San Simeon Creek. The depth and lateral extent of these outcrops are unknown, as they are also obscured by vegetation. However, outcrops of these materials were observed along San Simeon Creek and near the wetlands (see Plate 1). Additionally, artificial fill (Af) was observed along segments of San Simeon-Monterey Creek Road and approach embankments for the Highway 1 bridge above San Simeon Creek.

Previous subsurface conditions encountered from borings drilled in 1959 and 1983 for the Highway 1 San Simeon Creek Bridge include thick alluvial deposits composed of very soft to stiff clay with layers of slightly compacted sand and gravel overlying very dense sand and gravel deposits. The boring locations are shown in Plate 1. The overlying clayey layer descends approximately 60 feet below ground surface, with the underlying denser granular material found to the maximum depths explored of approximately 95 feet below ground surface. Groundwater within the borings was encountered at approximately 2 to 5 feet below the ground surface (roughly elevations 2 to 4 feet).

⁴ Caltrans (1959), Log of Test Borings, Highway 1 Bridge at San Simeon Creek, Br. No. 49-46

⁵ Caltrans (1983), Log of Test Borings, Foundation Report, and Pile Driving Records, Highway 1 Bridge at San Simeon Creek, Br. No. 49-46

⁶ State of California (2015), Well Completion Report No. e0283579, Well No. MW4, March 13, 2015

⁷ State of California – Department of General Services – Office of the State Architect (1984), *Vehicle Bridge Sections and Details and Abutment Plans & Details*, Sheets 8 and 9, April 9, 1984.



5. GEOTECHNICAL CONSIDERATIONS FOR THE PROPOSED ALTERNATIVES

Considerations for each alternative in relation to site geology and subsurface conditions, additional exploration and geotechnical services, constructability considerations, and rough order of magnitude cost of additional geotechnical services are presented below.

5.1 ALTERNATIVES 1 AND 2

Alternative 1 includes the installation of two new pipelines within the existing District easement that curves to the northeast within the wetlands area. Alternative 2 achieves the same goal as Alternative 1, but the pipeline will be installed in a straighter alignment than Alternative 1 along a new easement. Both alternatives connect to existing infrastructure on Washburn Campground Road approximately 100 feet south of the bridge over San Simeon Creek.

5.1.1 ANTICIPATED SUBSURFACE CONDITIONS

Alternatives 1 and 2 traverse through a range of geologic materials including Older Terrace Deposits (Qto) consisting of poorly consolidated sand and clay-rich sand, Alluvial Deposits (Qal) consisting of clay and silt with lenses of gravel ranging between pebble to cobble size, and sand. This alternative's route passes relatively close to an outcropping of Metavolcanic Rock (KJfmv) near the wetlands area that is composed of metamorphosed basalt and diabase with unknown depth and lateral extent. The groundwater level is likely relatively shallow within the wetlands. Variable soil types and subsurface conditions should be anticipated for these alternatives.

5.1.2 CONSTRUCTABILITY CONSIDERATIONS

Trenchless methods such as HDD utilize drilling mud to stabilize the borehole and facilitate the removal of soil cuttings. Soil type and particle size are an important factor in the design of the mud as well as the ability of the mud to remove materials from the bore path. Larger materials such as gravel, cobble, and boulders are difficult if not impossible to remove using drilling mud. The materials can also cause borehole instability and collapsing during drilling. Shallow groundwater and subsequent subsurface flow may occur beneath the wetlands due to the proximity of the project site to the Pacific Ocean and San Simeon Creek. Subsurface flow gradients can cause washing of drilling mud and further impact borehole stability and HDD success. The sandy soil combined with gravel ranging between pebbles to cobbles as well as shallow groundwater can impact the capability of conventional HDD methods. In addition, the resistant Metavolcanic Rocks (KJFmv) outcrop would likely inhibit or cause challenges to the HDD process and may require different tooling if it is encountered. The HDD bore path should be at sufficient depth to reduce the potential for inadvertent returns where drilling mud seeps out of the ground surface. Characterization of geotechnical and groundwater conditions will be needed as input to the design.

Pipe bursting is also being considered as a potential method for replacement for Alternative 1. Backfill of the existing pipe and the proximity of soil and rock types where the original pipe is buried is a design consideration. Upsizing the pipe is constrained by the existing pipe diameter and backfill materials. It is likely that native soil was used to backfill the existing pipe. Another consideration is the existing pipe material type and any concrete collars, thrust blocks or repairs which can inhibit the ability to use pipe bursting as an installation method.

5.1.3 ADDITIONAL GEOTECHNICAL SERVICES

Additional geotechnical services for this alternative should include field exploration, laboratory testing, and preparation of a *Geotechnical Report*. Three to five borings are recommended along the proposed alignments to depths of a minimum of 10 feet below proposed bottom of pipeline. Three approximate boring locations are noted on Plate 1 with additional locations to be determined. Borings are proposed at the southern connection point of Exotic Gardens Road, within the Older Terrace Deposits (Qto) close to its contact with the wetlands, and along Washburn Campground Road. A geophysical survey in the form of seismic refraction would enhance the subsurface profile and may act as a substitute for a boring(s) and is recommended. Additionally, seismic refraction would also aid in identifying any rock or materials within the alignment such as the metavolcanic rock outcrop observed near the wetland.

5.1.4 COST OF ADDITIONAL GEOTECHNICAL SERVICES

Rough order of magnitude costs in addition to Yeh's existing contract for geotechnical services for this alternative are anticipated in the range of \$75,000 to \$90,000. A refined scope of services and cost estimate would be provided following the selection of the preferred alternative based on current fee schedules as well as subcontractor and permitting costs at the time the services are to be performed.

5.2 ALTERNATIVE 3

Alternative 3 includes installation of two new pipelines within a new District easement located just east of Alternatives 1 and 2. Alternative 3 crosses below San Simeon Creek and connects to existing pipelines on the north side of the creek.

5.2.1 ANTICIPATED SUBSURFACE CONDITIONS

Alternative 3 passes through a range of geologic materials including Older Terrace Deposits (Qto) consisting of poorly consolidated sand and clay-rich sand, Alluvial Deposits (Qal) consisting of clay and silt with gravel ranging between pebble to cobble size, and sand, silt, and clay. This alternative's route passes relatively close to an outcropping of Metavolcanic Rock (KJfmv) composed of metamorphosed basalt and diabase with unknown depth and lateral extent and an Atascadero Formation (Ks) outcrop composed of graywacke or sandstone and interbedded micaceous shale and siltstone observed

adjacent to San Simeon Creek. The anticipated groundwater level is likely relatively shallow where the pipes will pass through the wetlands and the creek.

5.2.2 CONSTRUCTABILITY CONSIDERATIONS

Similar geotechnical considerations as Alternatives 1 and 2 are recommended for this alternative. However, there is also the crossing of the borepath below San Simeon Creek. This additional feature will increase the complications of using HDD for this pipeline replacement. There will be increased potential for inadvertent returns where the HDD borepath crosses below San Simeon Creek.

5.2.3 ADDITIONAL GEOTECHNICAL SERVICES

Additional geotechnical services for this alternative should include field exploration, laboratory testing, and preparation of a *Geotechnical Report*. Four to six borings are anticipated with proposed depths of a minimum of 10 feet below proposed bottom of pipeline alignment. Borings are recommended at the southern connection point of Exotic Gardens Road, within the Older Terrace Deposits (Qto) close to the connection point near the wetlands, along Washburn Campground Road, and in the alluvial plain east of Van Gordon Creek Road. A geophysical survey in the form of seismic refraction would greatly enhance the subsurface profile and may act as a substitute for a boring(s) and is recommended. Additionally, seismic refraction would allow more confidence in this route avoiding the Metavolcanic Rocks (KJfmv). The Atascadero Formation (Ks) outcrop is within areas of high vegetation and extends into San Simeon Creek. Geophysical surveys would be challenging to perform in this area; thus, an additional field visit should be performed to investigate the extents of this outcrop.

5.2.4 COST OF ADDITIONAL GEOTECHNICAL SERVICES

Rough order of magnitude costs in addition to Yeh's existing contract for geotechnical services for this alternative are anticipated in the range of \$75,000 to \$90,000. A refined scope of services and cost estimate would be provided following the selection of the preferred alternative based on current fee schedules as well as subcontractor and permitting costs at the time the services are to be performed.

5.3 ALTERNATIVE 4

Alternative 4 includes open cut trenching along the edge of the Highway 1 Caltrans right-of-way from the southern connection point at Exotic Gardens Road to the Washburn Day Use Driveway/San Simeon Trail Access Road where the pipes would head east-northeast to connect to the same northern terminus as Alternatives 1 and 2 near Washburn Campground Road.

5.3.1 ANTICIPATED SUBSURFACE CONDITIONS

Alternative 4 passes through a range of geologic materials including Older Terrace Deposits (Qto) consisting of poorly consolidated sand and clay-rich sand and Alluvial Deposits (Qal) consisting of clay



and silt with gravel ranging between pebble to cobble size, and sand. Artificial fill may be encountered beneath San Simeon Trail Access Road. The anticipated groundwater level is likely relatively shallow near San Simeon Creek.

5.3.2 CONSTRUCTABILITY CONSIDERATIONS

This alternative utilizes open cut methods as it avoids the protected wetlands within the State Park. Open cut excavations in areas with shallow groundwater may require stabilization of trench walls and/or dewatering. If dewatering is necessary, additional permitting may be required as this method reduces the water of the surrounding area and must be disposed of in a separate location or treated prior to disposal within a creek environment. This alternative would also involve working within the Caltrans right-of-way where additional permits and requirements may be necessary. Pipeline placement production rates in along San Simeon Trail Access Road would also be slower than normal production rates for pipeline open trenching due to shallow groundwater and unstable soil conditions.

5.3.3 ADDITIONAL GEOTECHNICAL SERVICES

Additional geotechnical services for this alternative should include field exploration, laboratory testing, and preparation of a *Geotechnical Report*. Five borings are anticipated with proposed depths of a minimum of 10 feet below proposed bottom of pipeline trench. Borings at a minimum are proposed at the southern connection point of Exotic Gardens Road, along Highway 1, and on San Simeon Trail Access Road. A Caltrans Encroachment Permit would be needed to perform the work within the Caltrans right-of-way.

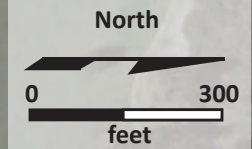
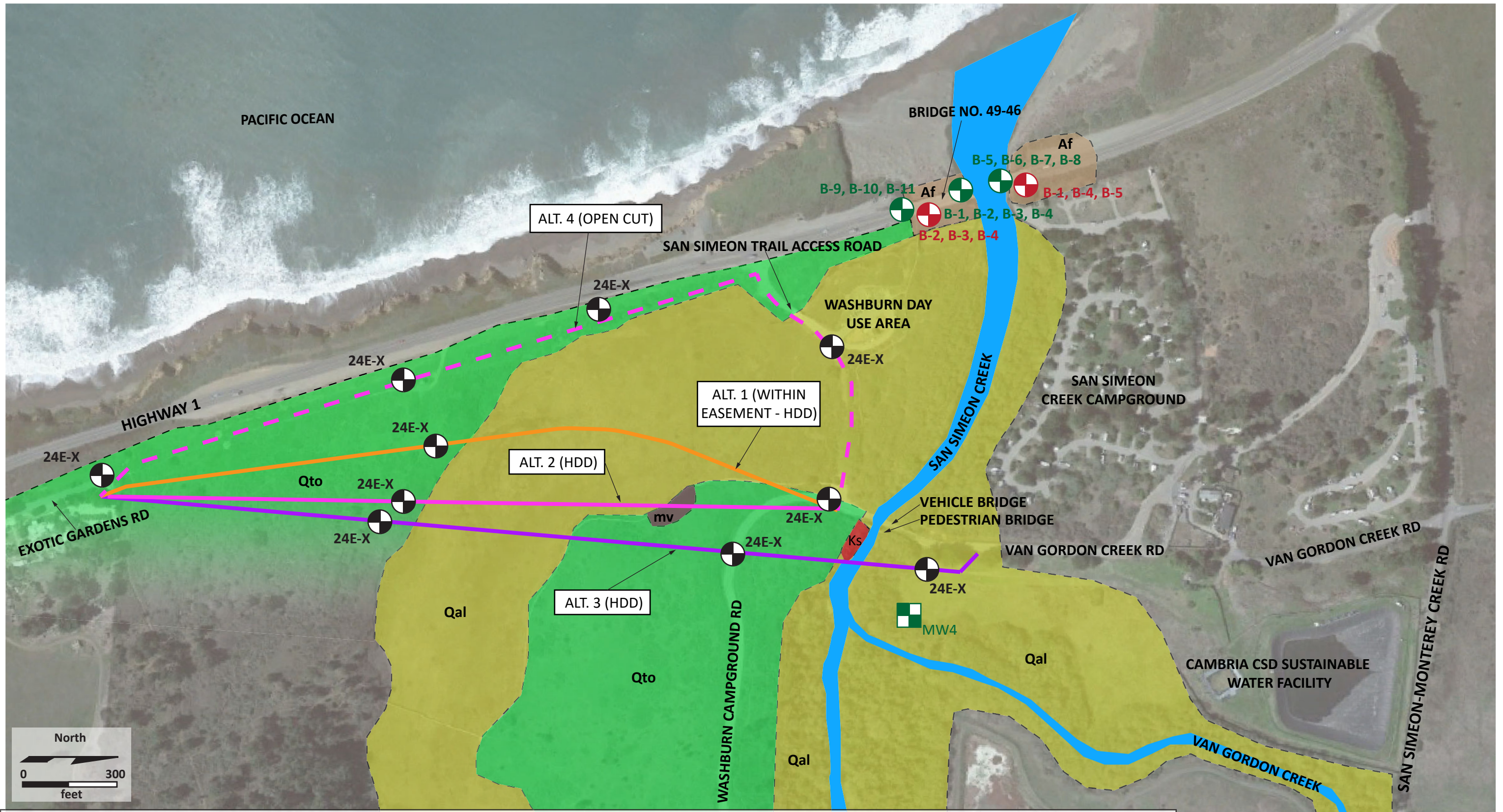
5.3.4 COST OF ADDITIONAL GEOTECHNICAL SERVICES

Rough order of magnitude costs in addition to Yeh's existing contract for geotechnical services for this alternative are anticipated in the range of \$50,000 to \$60,000. A refined scope of services and cost estimate would be provided following the selection of the preferred alternative based on current fee schedules as well as subcontractor and permitting costs at the time of selection.

6. PREFERRED ALTERNATIVE

Alternatives 1 and 2 are the likely preferred options from a geotechnical perspective. They avoid open trenching in soft and saturated ground. These two alternatives do not require the additional 500 feet of pipeline to cross below San Simeon Creek. If avoiding the wetlands and the HDD process altogether is desired, Alternative 4 is the next preferred alternative.

We trust this memorandum meets your needs at this time. Please contact Judd King at 805-801-6416 or jking@yeh-eng.com if you have questions or require additional information.



LEGEND:

- Proposed ALT. 1 (Orange line)
- Proposed ALT. 2 (Pink dashed line)
- Proposed ALT. 3 (Purple line)
- Proposed ALT. 4 (Green dashed line)

NOTE: See 'ALIGNMENT ALTERNATIVES' sheet by Cannon for existing utility alignments.

Approximate LOTB Location (Caltrans 1983) (Green circle with cross)

Approximate LOTB Location (Caltrans 1959) (Red circle with cross)

Proposed Boring Location (Yeh 2023) (Black circle with cross)

Approximate Existing Well Location (Green square with cross)

GEOLOGIC UNITS:

- Af** Artificial Fill
- Qto** Older Terrace Deposits
- Qal** Alluvium
- Ks** Atascadero Formation
- mv** Franciscan Metavolcanic

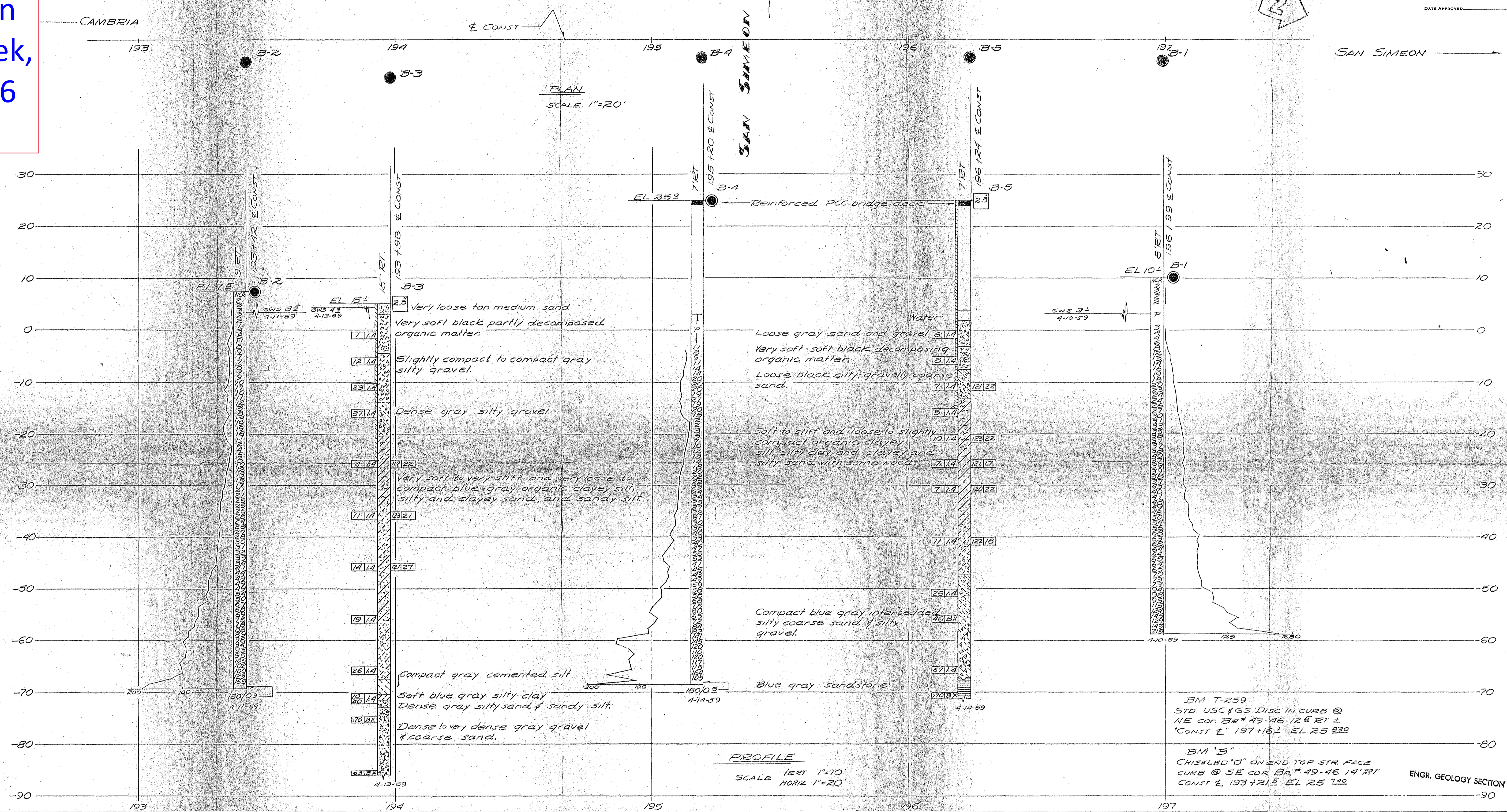
Approximate Geologic Contact Location (Dashed line)

Yeh and Associates, Inc.
 Geotechnical • Geological • Construction Services

FIELD PLAN

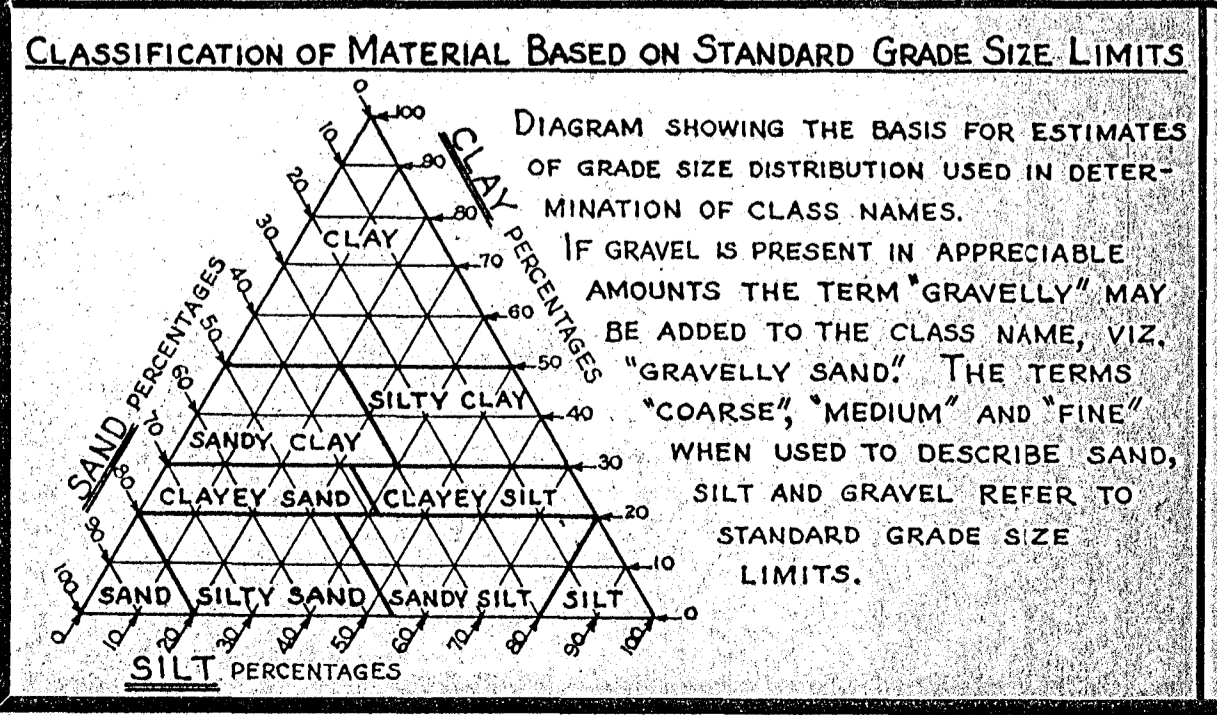
PROJECT NAME: CAMBRIA CSD WATER - WASTERWATER PIPELINES Cambria, CA	PLATE 1
PROJECT NUMBER: 223-121	REVISION DATE: 12/19/2023

Highway 1
 Bridge at San
 Simeon Creek,
 Br. No. 49-46
 (1959)



FIELD STUDY BY NELSON 4-59
 DRAWN BY SURAC 7-59
 CHECKED BY NELSON 11-59
 Approved Recommended by _____

BRIDGE DEPARTMENT



LEGEND OF EARTH MATERIALS

[Symbol] GRAVEL	[Symbol] SILTY CLAY OR CLAYEY SILT
[Symbol] SAND	[Symbol] PEAT AND/OR ORGANIC MATTER
[Symbol] SILT	[Symbol] FILL MATERIAL
[Symbol] CLAY	[Symbol] IGNEOUS ROCK
[Symbol] SANDY CLAY OR CLAYEY SAND	[Symbol] SEDIMENTARY ROCK
[Symbol] SANDY SILT OR SILTY SAND	[Symbol] METAMORPHIC ROCK

LEGEND OF BORING OPERATIONS

- PLAN OF ANY BORING
- PENETROMETER
- 2 1/4" CONE PENETROMETER
- [Symbol] SAMPLER BORING (DRY)
- [Symbol] ROTARY BORING (WET)
- [Symbol] AUGER BORING (DRY)
- [Symbol] JET BORING
- [Symbol] CORE BORING
- [Symbol] TEST PIT

1" SOIL TUBE

ROTARY BORING

PENETRATION BORING

NOTES

The contractor's attention is directed to Section 2, Article (c) of the Standard Specifications and to the Special Provisions accompanying this set of plans. Classification of earth material as shown on this sheet is based upon field inspection and is not to be construed to imply mechanical analysis.

STATE OF CALIFORNIA
 DEPARTMENT OF PUBLIC WORKS
 DIVISION OF HIGHWAYS

**SAN SIMEON CREEK BRIDGE
 WIDENING
 LOG OF TEST BORINGS**

SCALE AS SHOWN BRIDGE 49-46 FILE DRAWING

PE 6371-3

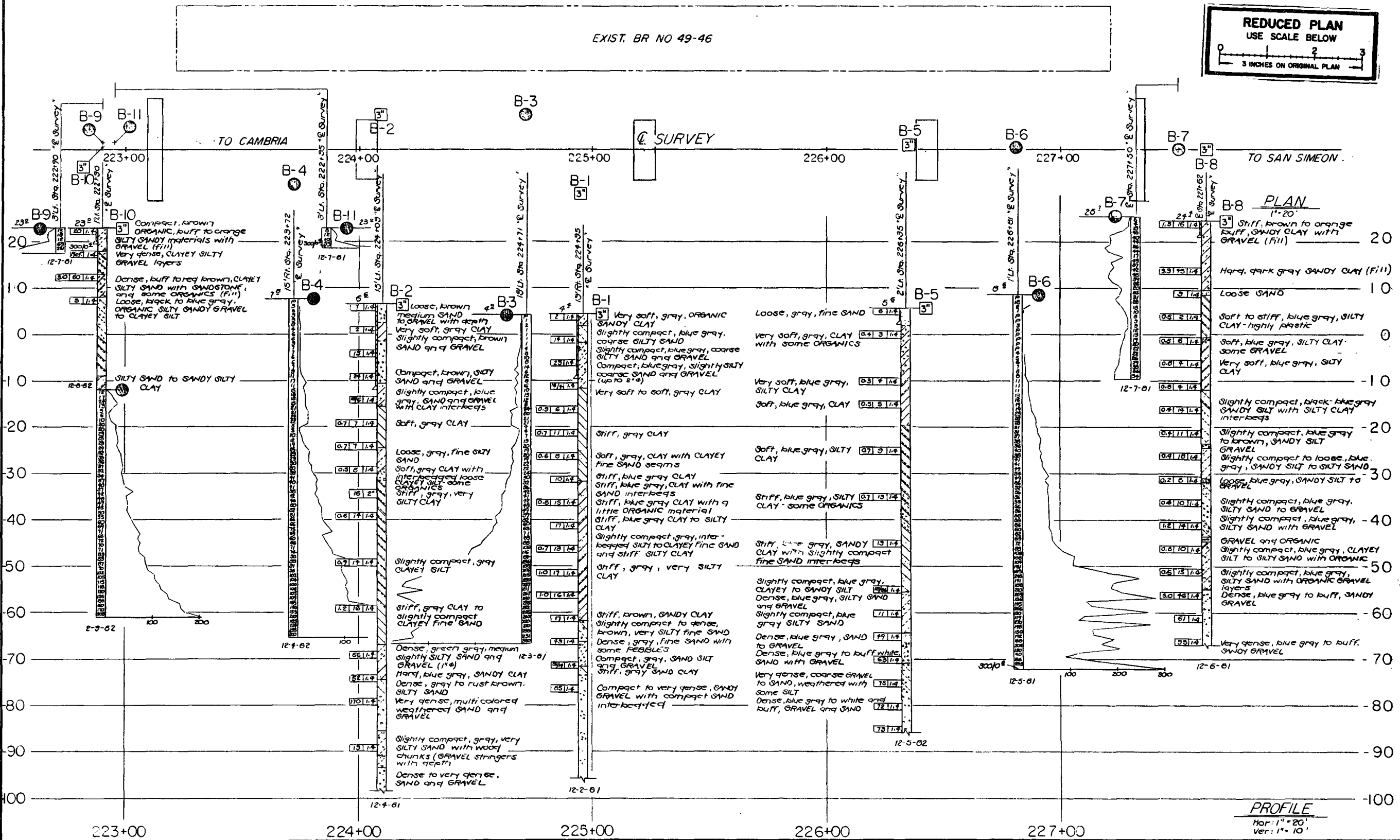
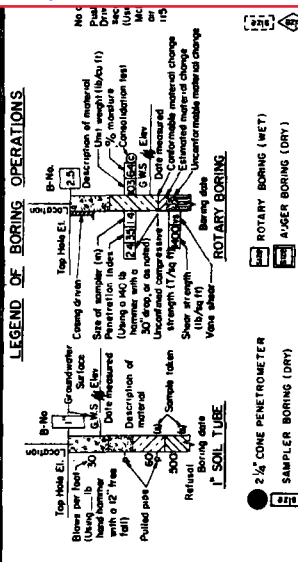
Highway 1 Bridge at San Simeon Creek, Br. No. 49-46 (1983)

DIST COUNTY ROUTE POST MILES-TOTAL PROJECT DIST TOTAL
02 311 1 52.7/53.4 25 25
Robert L. Reynolds #165
ENGINEER IN CHARGE
DATE APPROVED August 22, 1983

**REDUCED PLAN
USE SCALE BELOW**
0 1 2 3
3 INCHES ON ORIGINAL PLAN

BENCH MARK
BM 7-253 Elev. 25.63

EXIST. BR NO 49-46



ENGINEERING GEOLOGY AND TECHNICAL SERVICES BRANCH - TRANSPORTATION LABORATORY

State of CALIFORNIA
DEPARTMENT OF TRANSPORTATION

STRUCTURES - DESIGN
Albert R. Bunker

BRIDGE NO. 49-46
POST MILE 52.9

SAN SIMEON CREEK BRIDGE
LOG OF TEST BORINGS

DRAWN BY ED YONG 3/82
CHECKED BY *R. F. Hagan* 7/83
PROJECT GEOLOGIST C.E. 90

APPROVED BY *R. F. Hagan* 7/83
ENGINEERING GEOLOGIST C.E. 90

CHARGE UNIT EXPEND AUTH. SPEC DESIGN

CU 05201
WO 276801

REVISION DATES (PRELIMINARY STAGE ONLY)

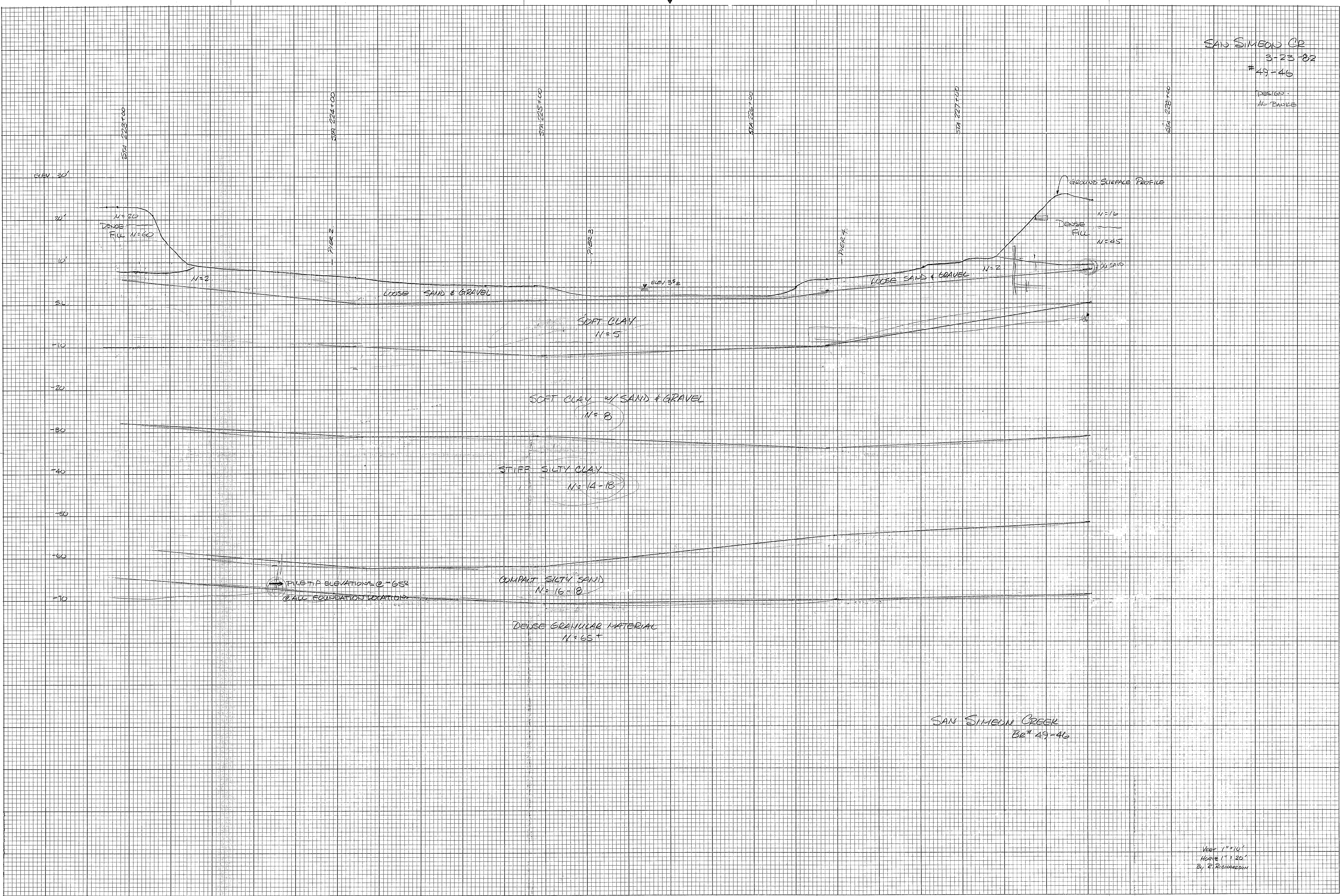
1	2	3	4	5	6	7	8	9	10	11
---	---	---	---	---	---	---	---	---	----	----

DRAWN BY _____ DATE _____
 CHECKED BY _____ DATE _____
 PROJECT NO. _____ DATE _____
 SURVEY BOOK NO. _____ DATE _____
 PLANNED BY _____ DATE _____
 CHECKED BY _____ DATE _____
 FIELD BOOK NO. _____ DATE _____

PLOTTED BY _____ DATE _____
 CHECKED BY _____ DATE _____
 INKED BY _____ DATE _____
 SURVEYED BY _____ DATE _____
 D.M.P. = $\frac{N(100)}{20}$

SCALE: 1 INCH = 10 FEET
 CROSS SECTIONS

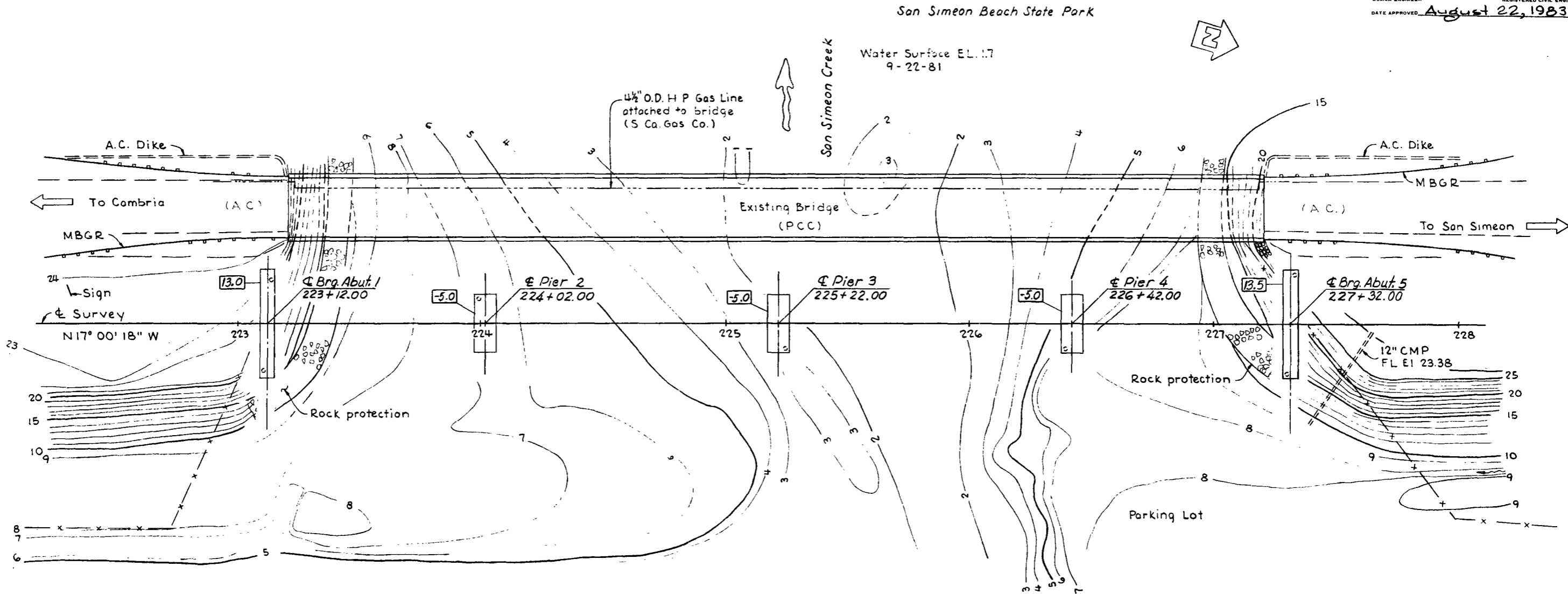
CROSS SECTIONS
 SCALE: 1 INCH = 10 FEET



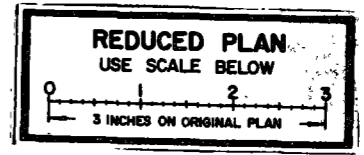
SAN SIMEON CR
 3-23-82
 #49-46
 DESIGN:
 AL-BADKE

VERT 1" = 10'
 HORIZ 1" = 20'
 BY R. RICHARDSON

DIST.	COUNTY	ROUTE	POST MILES



Note:
 Abutments and Piers are on Brg. N72°59'42"E.
 [0.0] indicates bottom of footing elevation



B.M T 259
 Fd std U.S.C. & G.S. base
 disk 35" Lt " & Survey"
 227+17±
 Elev. 25.63

**GENERAL NOTES
LOAD FACTOR DESIGN**

DESIGN: AASHTO dated 1981 with interims and as supplemented by BRIDGE DESIGN SPECIFICATIONS inserts.
 DEAD LOAD: Includes 35 psf for future wearing surface.
 LIVE LOADING: HS20-44 and alternative and permit design load.
 REINFORCED CONCRETE: $f'_c = 4,000$ psi
 $f'_s = 3,250$ psi
 $n = 9$
 Transverse deck slabs (working Stress Design)
 $f'_c = 20,000$ psi
 $f'_s = 1,200$ psi
 $n = 10$
 PRESTRESSED CONCRETE: See "Prestressing Notes"

HYDROLOGIC SUMMARY

DRAINAGE AREA:	35 square miles
FREQUENCY (Years)	50
DISCHARGE (Cubic feet per second)	9,250
DESIGN FLOOD	12
BASE FLOOD	100
WATER SURFACE (Elevation at bridge)	13

Flood plain data are based upon information available when the plans were prepared and are shown to meet Federal requirements. The accuracy of said information is not warranted by the State and interested or affected parties should make their own investigation.

PRELIMINARY INVESTIGATION SECTION				DESIGN	By Q. Baer	Checked M.E. Couley 8/82	Stat of CALIFORNIA DEPARTMENT OF TRANSPORTATION STRUCTURES - DESIGN 7 Albert Baer REGISTERED CIVIL ENGINEER NO. 52,946	BRIDGE NO.	49-46	SAN SIMEON CREEK BRIDGE FOUNDATION PLAN
SCALE	DATUM	PHOTOGRAMMETRY AS OF	DRAWN	By F. Yee 10-81	Checked M.E. Couley 8/82	POST MILE		52.9		
1" = 20'	MSL adj 1967	SURVEYED	By H.D. 9-81	Traced	By F. Yee 10-81					
ALIGNMENT TIES PR-4946-2,3	FIELD CHKD	By	Checked	By H.D. 11-81	Checked					

18

**GEOLOGY
COPY**

M memorandum

To : R. C. Cassano, Chief
Office of Structures Design

Attention: Al Bacher
Design Section 07

Date: April 1, 1982

File : 05-SLO-1-52.9
05201 - 276801

SAN SIMEON CREEK BRIDGE
Bridge No. 49-46

From : **DEPARTMENT OF TRANSPORTATION - 739-2487**
Office of Transportation Laboratory

Subject: Foundation Investigation for San Simeon Creek Bridge

A foundation study was completed at the site during December, 1981 by the Engineering Geology and Technical Services Branch of the Transportation Laboratory. The study consisted of five rotary sample borings and six cone penetration tests. Borings are shown on the "Log of Test Borings" dated March, 1982. Site data from Office of Structures Design 7, Foundation Plan dated October, 1981.

Geology

Two distinct geologic units were encountered at the site: (1) thick deposits of Holocene alluvium composed of very soft to stiff silty clay containing layers of slightly compact sand and gravel, and (2) a basal (Pleistocene?) deposit of dense to very dense sand and gravel. Approximately 15 feet of approach embankment was drilled at the proposed abutment locations.

Groundwater was encountered as high as elevation 3.0 during December, 1981.

Fault and Seismic Data

There are several known active faults in the vicinity of the site. The Rinconada, Cambria, San Simeon and Hosgri Faults are the most active. A horizontal rock acceleration of 0.7g and depth to rock-like material of over 150 feet are recommended for use in the design of the structure.

Foundation Recommendations

Recommendations are for the structure shown on the "General Plan" dated January, 1982.

Class 70C (corrosion resistant) concrete piles are recommended for structure support. The ultimate pile loading for design purposes is 2x design load.

Foundation Data

<u>Support Number</u>	<u>Specified and Probable Pile Tip Elevation</u>
*Abutment 1	-60.0
Pier 2, 3, 4	-65.0
*Abutment 5	-60.0

*All abutment piles should be predrilled to elevation +3.

San Simeon Creek Bridge
April 1, 1982
Page 2

Piles should "set up" overnight after reaching specified tip before bearing is checked under the hammer.

A Tremmie seal will be required for piers 2, 3, and 4.

Due to the layer of loose saturated sand below the approach fill, liquifaction could take place during a severe earthquake. A type I approach slab is recommended at each abutment.

Report by



Ron Richardson
Assistant Transportation Engineer

RR/rdb

cc: Preliminary Report
R. E. Pending File
District 05 (2)
FHWA: D. F. Bolton (1)
D. Hager
A. Goldschmidt
File (2)

PILE QUANTITY & DRIVING RECORD (DRIVEN PILES)

20C8C78 (REV 8/81)

JOB STAMP
 05-SLO-1-52.7/53.4 05-276804(503)
 BRF-F-P001(133) Nr Cambria, 0.2-mi S
 to 0.5-mi N of San Simeon Crk Br

SHEET NO. 48 _____

BRIDGE NO. 49-46 ITEM DESCRIPT Furnish pile class 70c PILING
 BRIDGE NAME SAN SIMEON CRK BRIDGE TYPE PILE USED 12" PRECAST PRESTRESSED

ABUT/OR BENT NO. 5 FTG _____ FTG TYPE _____ BOTTOM FTG ELEV. 13.50

HAMMER MAKE Del. Mag MODEL 30 E = \$4,200 @ 60 BPM

DESIGN BRNG. 70 REQUIRED BRNG. 70 BLOW/FT AT REQUIRED BRNG. 18

PILE DRIVING INSPECTED BY _____ PILE QUANTITY CALC BY _____ DATE _____

PILE CONCRETE PLACING INSP. BY _____ PILE QUANTITY CHECK BY _____ DATE _____

PILE NO	DATE PILE DRIVEN	BLOWS PER FOOT	DATE PILE CONCRETE PLACED	(1) SPEC. TOP OF PILE ELEV.	(2) SPEC. TIP ELEV.	(3) LENGTH IN LEADS	(4) LENGTH OF CUT OFF	(5) ACTUAL LENGTH IN GROUND (3-4)	(6) ACTUAL TIP ELEV (1-5)	(7) PAY LENGTH * SEE NOTE BELOW	REMARKS	PRE DRILL HOLE DEPTH	LENGTH OF RE-BAR REQ.
1	5-28-71	21		13.75	60.00	74		74	-60.25	73.75			
2	5-28-71	20				74		74	-60.25	73.75			
3	5-28-71	30				74		74	-60.25	73.75			
4	5-30-71	1				78					Broke @ 40'		
5	5-30-71	34				78			-60.25	77.75	in ground (Rej)		
6	5-30-71	33				78			-60.25	77.75	Batter		
7	5-30-71	32				78			-60.25	77.75	Batter		
8	5-30-71	4		13.75	60.00	78			-60.25	77.75	Batter Retap OK		
-	5-28-71	32				77			-59.3	77.0	Batter Add pile 4A		

SHEET TOTALS ITEM NO. _____ EA. ITEM NO. 24 609.25 L.F. FILE CATEGORY 48

* THE PAY LENGTH IS THE ACTUAL LENGTH IN THE GROUND, EXCEPT THAT NO PAY WILL BE MADE FOR THAT LENGTH OF PILE DRIVEN BELOW THE ELEVATION WHERE SPECIFIED TIP AND/OR SPECIFIED BEARING (WHICHEVER IS LOWER) WAS OBTAINED ALSO, WHEN STEEL PILES ARE SUBSTITUTED FOR CLASS 45.1 45.2, OR 70 PILING, THE LOWER LIMIT FOR PAYMENT WILL BE NO LOWER THAN THE SPECIFIED TIP ELEVATION

Drawn By C. FOSTER Date 4-10-84

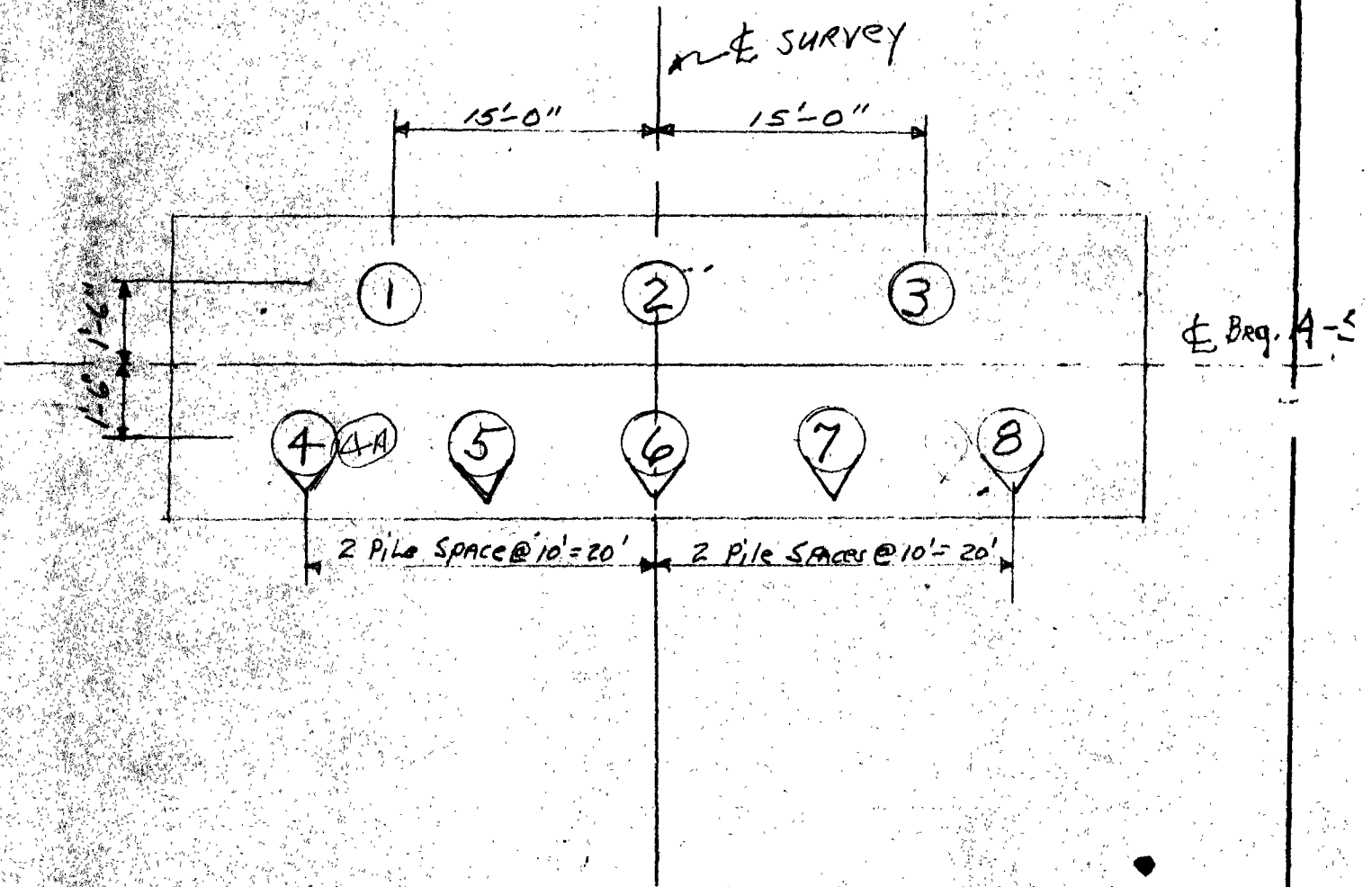
Sheet No _____

Checked By _____ Date _____

Bridge No 49-46 Bridge Name SAN SIMEON CREEK BRIDGE

Abutment or Bent No 5 Ftg _____

Ftg Type _____ Bot Ftg Elev 13.50



SCALE _____

PILE QUANTITY & DRIVING RECORD (DRIVEN PILES)

DCSC78 (REV. 8/81)

JOB STAMP

05-SLO-1-52.7/53.4 05-276804(503)
 BRP-P001(133) Nr Cambria, 0.2-mi S
 to 0.5 mi N of San Simeon Crk Br

SHEET NO. 48 _____

BRIDGE NO. 49-46 ITEM DESCRIPT FURNISH Pile CLASS 70C PILING
 BRIDGE NAME SAN SIMEON CREEK BRIDGE TYPE PILE USED 12" PRECAST Prestressed
 ABUT OR BENT NO. P-2 FTG _____ FTG TYPE _____ BOTTOM FTG ELEV. -5.00
 HAMMER MAKE Delmag MODEL D-30 E = 54200
 DESIGN BRNG. 70 T REQUIRED BRNG. 70 T BLOW/FT AT REQUIRED BRNG. 18
 PILE DRIVING INSPECTED BY Imagabe PILE QUANTITY CALC BY Trugel DATE _____
 PILE CONCRETE PLACING INSP. BY _____ PILE QUANTITY CHECK BY _____ DATE _____

PILE NO.	DATE PILE DRIVEN	BLOWS PER FOOT	DATE PILE CONCRETE PLACED	(1) SPEC. TOP OF PILE ELEV.	(2) SPEC. TP ELEV.	(3) LENGTH IN LEADS	(4) LENGTH OF CUT-OFF	(5) ACTUAL LENGTH IN GROUND (3-4)	(6) ACTUAL TP ELEV (1-5)	(7) PAY LENGTH * SEE NOTE BELOW	REMARKS	PRE DRILL HOLE DEPTH	LENGTH OF RE-BAR REQ.
1	6-5-84	27		-5.25	-65.00	60'		60'	-64.75	60'			
2	6-5-84	31		-4.75									
3	✓	36											
4	✓	30											
5	✓	30											
6	✓	28											
7	✓	28											
8	6-5-84	28*									driven to ~ -57 on 6-7-84		
9	✓	24											
10	✓	30											
11	✓	24									log pile		
12	✓	23											
13	✓	22											
14	✓	20									~6' drop		
15	✓	18											
16	6-5-84	10							-65				
17	6-6-84	50							-64.75				
18	✓	30											
19	✓	32											
20	✓	26											
21	✓	29											
22	✓	29											
23	✓	26											
24	6-6-84	20		-5.25	-65.00				64.75	60.0			

SHEET TOTALS _____ ITEM NO. _____ EA. _____ ITEM NO. 24 1440 L.F. FILE CATEGORY 48

* THE PAY LENGTH IS THE ACTUAL LENGTH IN THE GROUND, EXCEPT THAT NO PAY WILL BE MADE FOR THAT LENGTH OF PILE DRIVEN BELOW THE ELEVATION WHERE SPECIFIED TP AND/OR SPECIFIED BEARING (WHICHEVER IS LOWER) WAS OBTAINED. ALSO, WHEN STEEL PILES ARE SUBSTITUTED FOR CLASS 45.1 THE LOWER LIMIT FOR PAYMENT WILL BE NO LOWER THAN THE SPECIFIED TP ELEVATION.

DEPARTMENT OF TRANSPORTATION
PILE LAYOUT SHEET
DH-05 C80 (REV. 11-73)

JOB STAMP

05-SLO-1-52.7/53.4 05-276804(503)
BRF-P001(133) Nr Cambria, 0.2-mi S
to 0.5-mi N of San Simeon Crk Br

Drawn By CHRIS FOSTER Date 4-10-84

Sheet No _____

Checked By _____ Date _____

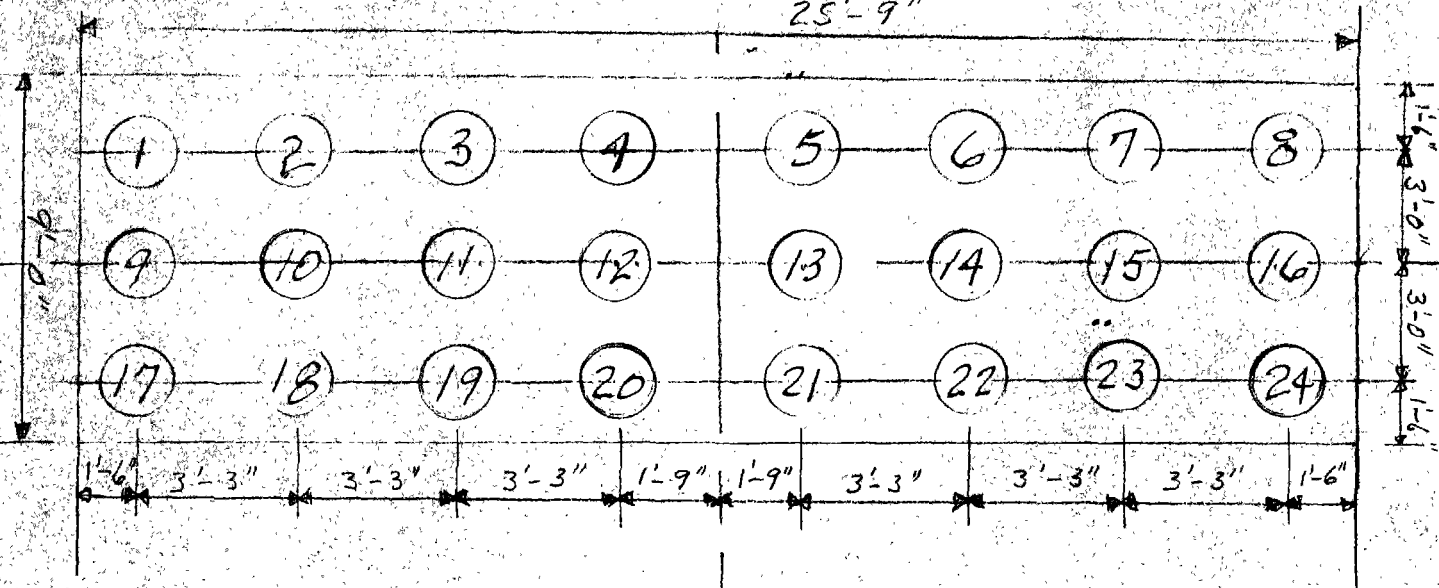
Bridge No 49-46 Bridge Name SAN SIMEON CREEK BRIDGE

Abutment or Bent No P-2 Ftg _____ Ftg Type _____ Bot. Ftg Elev _____



± SURVEY

25'-9"



SCALE _____

PILE QUANTITY & DRIVING RECORD (DRIVEN PILES)

JOB STAMP
 05-SLO-1-52.7/53.4 05-276804(503)
 BRF-F-P001(133) Nr Cambria, 0.2-mi S
 to 0.5-mi N of San Simeon Crk Br

DC-SC78 (REV. 8/81)

SHEET NO. 48

BRIDGE NO. 49-46 ITEM DESCRIPT PURNISH PILE CLASS 70C PILING
 BRIDGE NAME SAN SIMEON CREEK BRIDGE TYPE PILE USED 12" Precast Prestressed
 ABUT OR BENT NO. P-3 FTG _____ FTG TYPE _____ BOTTOM FTG ELEV. -5.00
 HAMMER MAKE Delmag MODEL D-30 E= 54200
 DESIGN BRNG. 70T REQUIRED BRNG. 70T BLOW/FT AT REQUIRED BRNG. 18
 PILE DRIVING INSPECTED BY _____ PILE QUANTITY CALC BY T. Singer DATE _____
 PILE CONCRETE PLACING INSP. BY _____ PILE QUANTITY CHECK BY _____ DATE _____

PILE NO	DATE PILE DRIVEN	BLOWS PER FOOT	DATE PILE CONCRETE PLACED	(1) SPEC TOP OF PILE ELEV	(2) SPEC. TIP ELEV	(3) LENGTH IN LEADS	(4) LENGTH OF CUT-OFF	(5) ACTUAL LENGTH IN GROUND (3-4)	(6) ACTUAL TIP ELEV (1-5)	(7) PAY LENGTH * SEE NOTE BELOW	REMARKS	PRE DRILL HOLE DEPTH	LENGTH OF RE-BAR REQ.
1	6-7-84	12		-5.25	-65.00	60		60.0	-64.75	60.0			
2	✓	14											
3	6-7-84	15											
4	6-7-84	14											
5	6-7-84	7											
6	6-8-84	32									Relap		
7	✓	30											
8	✓	32											
9	6-7-84	12											
10	✓	15											
11	✓	15											
12	✓	24											
13	✓	16											
14	✓	19											
15	✓	12											
16	✓	16											
17	6-7-84	9											
18	✓	15											
19	✓	11											
20	6-7-84	-											
21	6-7-84	12											
22	✓	10											
23	6-7-84	13											
24	✓			-5.00	-65.00	60		60.0	64.75	60.0			
	6-7-84	12											

SHEET TOTALS ITEM NO. _____ EA. ITEM NO. 24 1440 L.F. FILE CATEGORY 48

* THE PAY LENGTH IS THE ACTUAL LENGTH IN THE GROUND, EXCEPT THAT NO PAY WILL BE MADE FOR THAT LENGTH OF PILE DRIVEN BELOW THE ELEVATION WHERE SPECIFIED TIP AND/OR SPECIFIED BEARING (WHICHEVER IS LOWER) WAS OBTAINED. ALSO, WHEN STEEL PILES ARE SUBSTITUTED FOR CLASS 45 1 45.2 OR 70 PILING, THE LOWER LIMIT FOR PAYMENT WILL BE NO LOWER THAN THE SPECIFIED TIP ELEVATION.

DEPARTMENT OF TRANSPORTATION
PILE LAYOUT SHEET
 DH-OS-C80 (REV. 11-73)

JOB STAMP

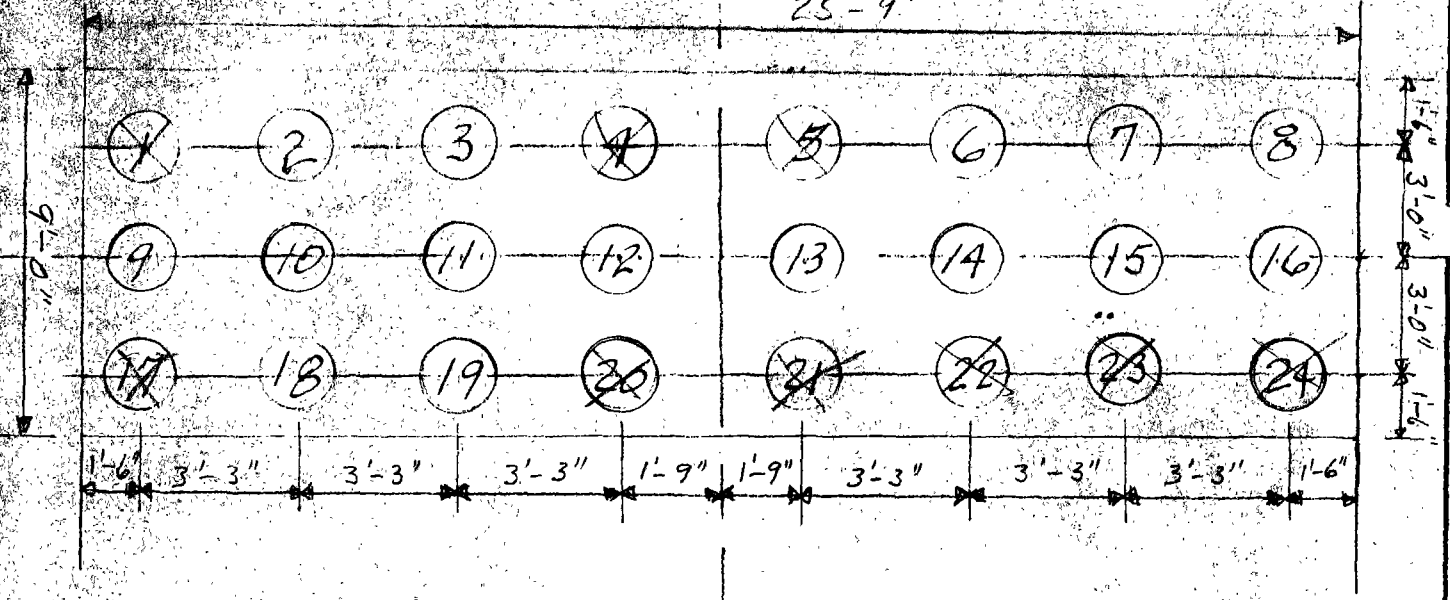
05-SLO-1-52.7/53.4 05-276804(503)
 BR-F-P001(133) Nr Cambria, 0.2-mi S
 to 0.5-mi N of San Simeon Crk Br

Drawn By C. FOSTER Date 7-10-84 Sheet No _____
 Checked By _____ Date _____
 Bridge No _____ Bridge Name SAN SIMEON CREEK BRIDGE
 Abutment or Bent No P-3 Ftg _____ Ftg Type _____ Bot Ftg Elev -5.00



⊕ SURVEY

25'-9"



6, 7, 8
 rechap 06-08-84
 drive to water line 06-06-84

SCALE _____

PILE QUANTITY & DRIVING RECORD (DRIVEN PILES)

JOB STAMP
 05-SLO-1-52.7/53.4 05-276804(503)
 BR-F-P001(133) Nr Cambria, 0.2-mi S
 to 0.5-mi N of San Simeon Crk Br

DCSCTB (REV 8/81)

SHEET NO. 48

BRIDGE NO. 49-46

ITEM DESCRIPT FURNISH Pile CLASS 70C PILING

BRIDGE NAME SAN SIMEON CREEK BRIDGE TYPE PILE USED 12" Precast Prestressed

~~SET~~ OR BENT NO. BR-4 FTG _____ FTG TYPE _____ BOTTOM FTG ELEV. -5.25

HAMMER MAKE DELMAG MODEL 230 E= 54200

DESIGN BRNG. 70T REQUIRED BRNG. 70T BLOW/FT AT REQUIRED BRNG. 18

PILE DRIVING INSPECTED BY SINGER/INAGANI PILE QUANTITY CALC BY J. Sugar DATE _____

PILE CONCRETE PLACING INSP. BY _____ PILE QUANTITY CHECK BY _____ DATE _____

PILE NO	DATE PILE DRIVEN	BLOWS PER FOOT	DATE PILE CONCRETE PLACED	(1) SPEC. TOP OF PILE ELEV	(2) SPEC. TP ELEV.	(3) LENGTH IN LEADS	(4) LENGTH OF CUT OFF	(5) ACTUAL LENGTH IN GROUND (3-4)	(6) ACTUAL TP ELEV (1-5)	(7) PAY LENGTH * SEE NOTE BELOW	REMARKS	PRE DRILL HOLE DEPTH	LENGTH OF RE-BAR REQ.
1	6/8/84	27		-5.25	-65.00	60		60	64.75	60	7' Drop		
2	6-11-84	41									15'-8' Drop		
3	✓	30									7' Drop		
4	✓	32											
5	6-11-84	31											
6	6-11-84	28											
7	6-11-84	32											
8	6-8-84	14									Relap OK		
9	6-8-84	27						60		60			
10	6-11-84	R					2.0	58	62.75	58	150+ BPF		
11	6-11-84	R					3.0	57	61.75	57	200 +		
12	✓	80						60	64.75	60			
13	✓	60						60	64.75	60			
14	✓	50						60	64.75	60			
15	6-12-84	42					3.0	57	61.75	57	File spawling stopped		
16	6-12-84	42						60		60			
17	6-8-84	27											
18	6-11-84	52											
19	✓	35									20' stop @ 1200		
20	✓	36									7' drop		
21	6-11-84	31											
22	6-11-84	27											
23	6-11-84	20											
24	6-3-84	12		-5.25	-65.00	60.0		60.0	61.75	60	Relap 44 BPF ± 1/2"		

SHEET TOTALS ITEM NO. _____ EA. ITEM NO. 24 1432 L.F. FILE CATEGORY 48

* THE PAY LENGTH IS THE ACTUAL LENGTH IN THE GROUND, EXCEPT THAT NO PAY WILL BE MADE FOR THAT LENGTH OF PILE DRIVEN BELOW THE ELEVATION WHERE SPECIFIED TP AND/OR SPECIFIED BEARING (WHICHEVER IS LOWER) WAS OBTAINED ALSO, WHEN STEEL PILES ARE SUBSTITUTED FOR CLASS 45.1 AS TO THE LOWER LIMIT FOR PAYMENT WILL BE NO LOWER THAN THE SPECIFIED TP ELEVATION.

DEPARTMENT OF TRANSPORTATION
PILE LAYOUT SHEET
 DN-OS C80 (REV. 11 73)

JOB STAMP

05-SLO-1-52.7/53.4 05-276804(503)
 BR-F-P001(133) Nr Cambria, 0.2-mi S
 to 0.5-mi N of San Simeon Crk Br

Drawn By CHRIS FOSTER Date 4-10-84

Sheet No _____

Checked By _____ Date _____

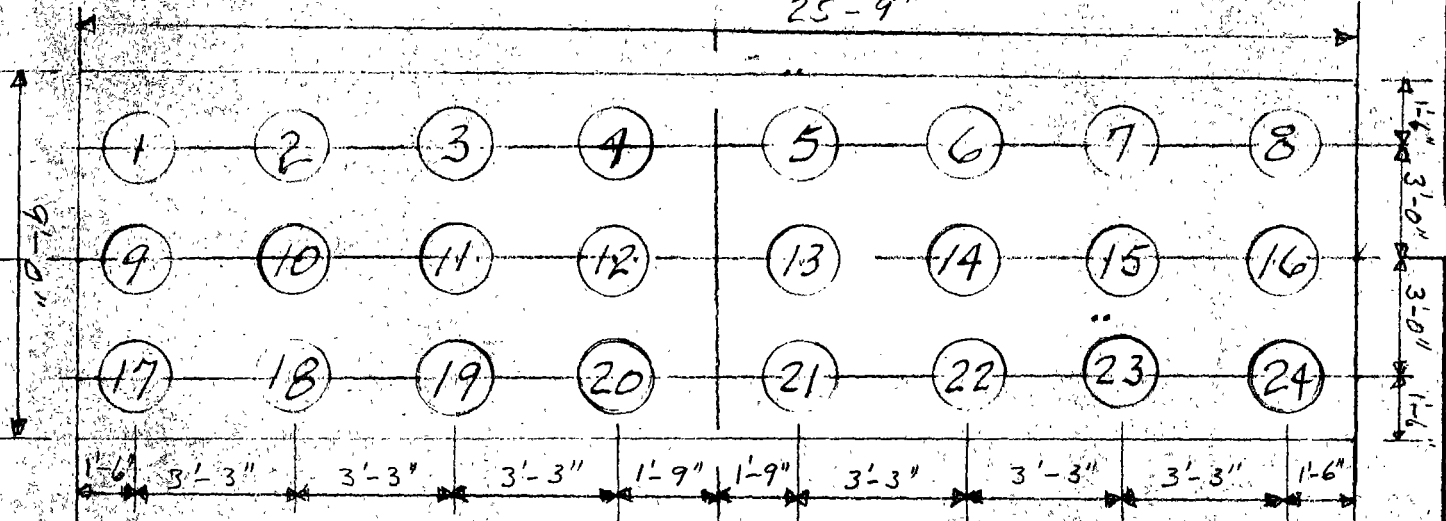
Bridge No 49-46 Bridge Name SAN SIMEON CREEK BRIDGE

Abutment or Bent No P-4 Ftg _____ Ftg Type _____ Bot Ftg Elev _____



± SURVEY

25'-9"



SCALE _____

PILE QUANTITY & DRIVING RECORD (DRIVEN PILES)

JOB STAMP
 05-SLO-1-52.7/53.4 05-276804(503)
 BRF-F-P001(133) Nr Cambria, 0.2-mi S
 to 0.5-mi N of San Simeon Crk Br

SHEET NO. 48

BRIDGE NO. 49-46

ITEM DESCRIPT Furnish Piling Class 90C PILING

BRIDGE NAME SAN SIMEON CREEK BRIDGE

TYPE PILE USED 12" Precast Prestressed Concrete

ABUT OR BENT NO. #1 FTG _____ FTG TYPE _____ BOTTOM FTG ELEV. 13.00

HAMMER MAKE Delmag MODEL D-30 E= 54200 - 23870

DESIGN BRNG. 70 T REQUIRED BRNG. 70 T BLOW/FT AT REQUIRED BRNG. 18

PILE DRIVING INSPECTED BY _____ PILE QUANTITY CALC BY T. Singer DATE _____

PILE CONCRETE PLACING INSP. BY _____ PILE QUANTITY CHECK BY _____ DATE _____

PILE NO.	DATE PILE DRIVEN	BLOWS PER FOOT	DATE PILE CONCRETE PLACED	(1) SPEC. TOP OF PILE ELEV.	(2) SPEC. TP ELEV.	(3) LENGTH IN LEADS	(4) LENGTH OF CUT-OFF	(5) ACTUAL LENGTH IN GROUND (3-4)	(6) ACTUAL TP ELEV. (1-5)	(7) PAY LENGTH * SEE NOTE BELOW	REMARKS	PRE DRILL HOLE DEPTH	LENGTH OF RE-BAR REQ.
1	6-1	9		13.25	-60.00	73'	.	73	-59.75	73	Relap 4 RPI		
2	6-1	12				73'		73	-59.75	73	Relap 4 RPI		
3	6-1	9				73'		73	-59.75	73			
4	6-01-84	14				77'		77	-60	77	Battered		
5	6-01-84	13				77'		77	-60	77	Battered		
6	6-01-84	14				✓		77	✓	77	Battered		
7	6-01-84	18				✓		77	-60	77	3ab		
8	6-06-84	17		13.25	-60.00	83		83	-65.5	73.25	Battered 15" octagonal 70C Replacement for broken pile		
All piles accepted based on retest of 182													

SHEET TOTALS ITEM NO. _____ EA. ITEM NO. 24 600.25 L.F. FILE CATEGORY 48

* THE PAY LENGTH IS THE ACTUAL LENGTH IN THE GROUND, EXCEPT THAT NO PAY WILL BE MADE FOR THAT LENGTH OF PILE DRIVEN BELOW THE ELEVATION WHERE SPECIFIED TP AND/OR SPECIFIED BEARING (WHICHEVER IS LOWER) WAS OBTAINED. ALSO, WHEN STEEL PILES ARE SUBSTITUTED FOR CLASS 45-1, THE LOWER LIMIT FOR PAYMENT WILL BE NO LOWER THAN THE SPECIFIED TP ELEVATION.

DEPARTMENT OF TRANSPORTATION
PILE LAYOUT SHEET
DM-OS C80 (REV. 11-73)

JOB STAMP

05-SLO-1-52.7/53.4 05-276804(503)
BRF-F-P001(133) Nr Cambria, 0.2-mi S
to 0.5-mi N of San Simeon Crk Br

Drawn By C. FOSTER Date 4-10-84

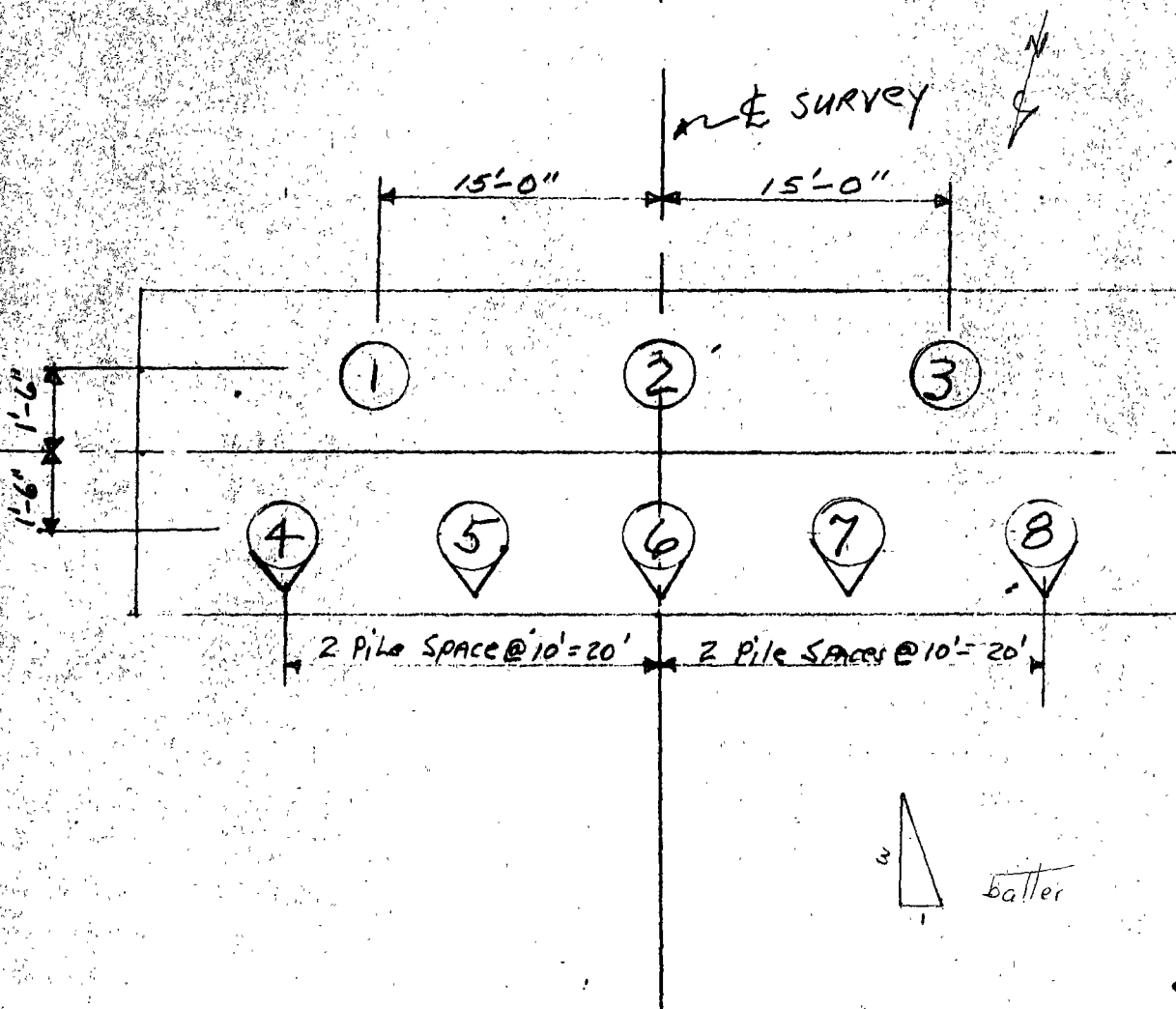
Sheet No _____

Checked By _____ Date _____

Bridge No 49-46 Bridge Name SAN SIMEON CREEK BRIDGE

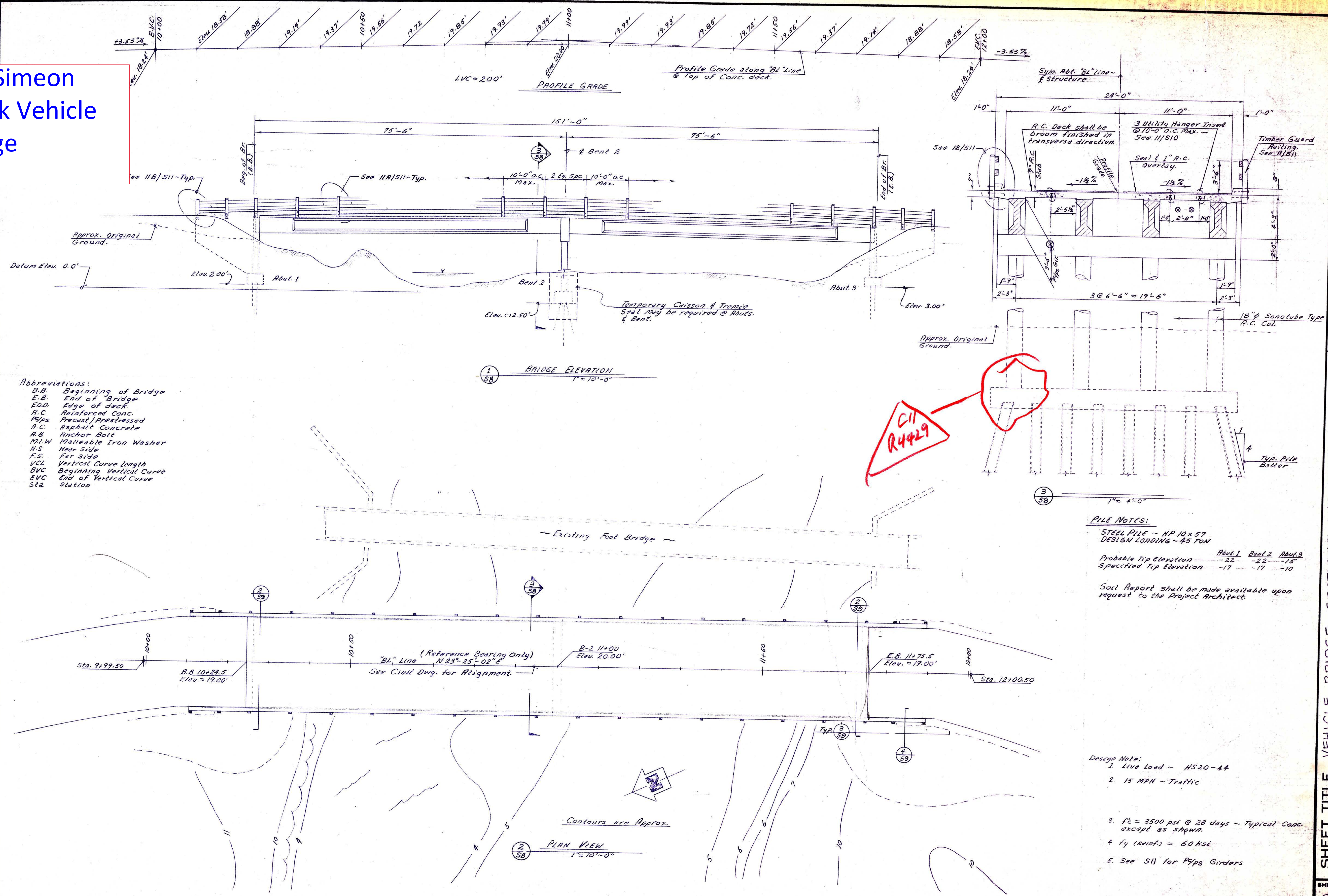
Abutment or Bent No # 1 Ftg _____

Ftg Type _____ Bot Ftg Elev 13.0



SCALE _____

San Simeon Creek Vehicle Bridge



- Abbreviations:**
- B.B. Beginning of Bridge
 - E.B. End of Bridge
 - E.O.D. Edge of Deck
 - R.C. Reinforced Conc.
 - P/ps Precast/Prestressed
 - A.C. Asphalt Concrete
 - A.B. Anchor Bolt
 - M.I.W. Malleable Iron Washer
 - N.S. Near Side
 - F.S. Far Side
 - V.C.L. Vertical Curve Length
 - B.V.C. Beginning Vertical Curve
 - E.V.C. End of Vertical Curve
 - Sta. Station

C11 R4429

- PILE NOTES:**
- STEEL PILE - HP 10 x 57
 - DESIGN LOADING - 45 TON
 - Probable Tip Elevation - Bent 1: -22, Bent 2: -15, Abut. 3: -10
 - Specified Tip Elevation - Bent 1: -17, Bent 2: -17, Abut. 3: -10
 - Soil Report shall be made available upon request to the Project Architect.

- Design Note:**
1. Live Load - HS20-44
 2. 15 MPH - Traffic
 3. f'c = 3500 psi @ 28 days - Typical Conc. except as shown.
 4. f_y (reinf.) = 60 ksi
 5. See S11 for P/ps Girders

REVISIONS:	APPROVALS:	SUPERVISOR K.T. STRICKER	DESIGNED BY C.S. Pakabe	DRAWN BY Charles S. Pakabe	CHECKED BY H. Ota	DATE	WORK ORDER NUMBER P.S.B. 11101	FILE
------------	------------	-----------------------------	----------------------------	-------------------------------	----------------------	------	-----------------------------------	------

8-11-83	8-8-83	8-17-83
10-15-83	8-11-83	3-10-83
10-11-83	3-11-83	4-30-83

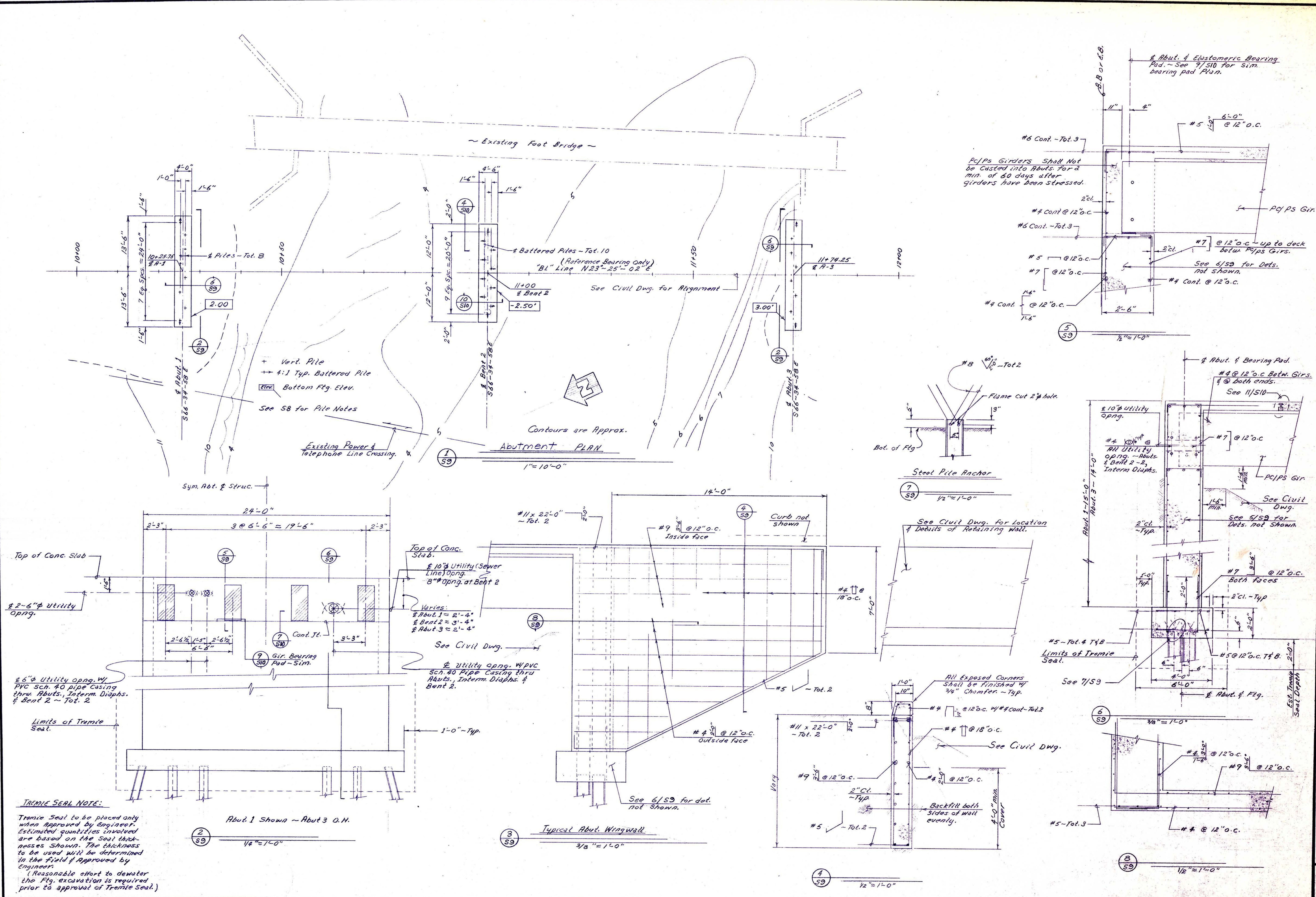
24x36

Office of the State Architect

WHITSON W. COX F.A.I.A.
STATE ARCHITECT
James Glavin
PROJECT ARCHITECT / PROJECT ENGINEER

SHEET TITLE: VEHICLE BRIDGE SECTIONS AND DETAILS
PROJECT: CAMPING, DAY-USE & SEWER - PHASE II
CLIENT: DEPARTMENT OF PARKS & RECREATION
LOCATION: SAN SIMON STRAIT BEACH
STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES

SHEET NUMBER
S 3
OF 11



REVISIONS:	APPROVALS:	SUPERVISOR K.T. STECKER	DESIGNED BY C.S. YAKUBE	DRAWN BY C.S. YAKUBE	CHECKED BY H. Ota	DATE	WORK ORDER NUMBER PSB 11101	FILE	OF 11
						10-20-83	3-27-84	3-27-84	
						10-31-83	3-12-84	3-30-84	
						3-7-84	3-28-84	4-9-84	





111 Academy, Suite 150
Irvine, CA 92617
(949) 752-5452
(949) 752-3790 (FAX)

BORING/WELL CONSTRUCTION LOG

PROJECT NUMBER 108820.T06.WELL	BORING/WELL NUMBER MW-4
PROJECT NAME Cambria	DATE DRILLED March 12, 2015
LOCATION San Simeon Creek Rd	CASING TYPE/DIAMETER Schedule 40 PVC/4-inch
DRILLING METHOD Reverse Rotary	SCREEN TYPE/SLOT Schedule 40 PVC/ 0.020-inch
SAMPLING METHOD Modified California Split-Spoon	GRAVEL PACK TYPE No.3 Monterey Sand
GROUND ELEVATION (FT MSL)	GROUT TYPE/QUANTITY Portland Cement
TOP OF CASING (FT MSL)	DEPTH TO WATER (FT BGS) 8.30
LOGGED BY Hannah Erbele	GROUND WATER ELEVATION (FT MSL)
REMARKS	

PID (ppm)	BLOW COUNTS	RECOVERY (inches)	SAMPLE ID.	EXTENT	DEPTH (ft. BGL)	U.S.C.S.	GRAPHIC LOG	LITHOLOGIC DESCRIPTION	CONTACT DEPTH	WELL DIAGRAM
						ML		SILT: dark yellowish brown (10YR 4/4); 100% silt, very soft, non-plastic; trace gravel, maximum diameter is 1 inch, subangular, dry.		
	1 2 1	24			5	SW		SAND: dark olive brown (2.5Y 3/3); 100% sand, medium, well sorted; trace gravel.	5.0	Concrete (0 to 2.5 ft bgs)
						SM		SILTY SAND: dark grayish brown (2.5Y 3/3); 60% sand, fine; 40% silt, low plasticity.	6.0	4" Sch 40 PVC blank casing (0 to 10 ft bgs)
	5 6 7	24			10			GRAVEL WITH SAND: dark grayish brown (2.5Y 4/2); 80% gravel, fine to coarse, maximum diameter 3 inch; 20% sand, fine to coarse, poorly sorted.	10.0	Bentonite chips (2.5 to 9 ft bgs)
	2 3 6	6			15	GP		GRAVEL WITH SAND: very dark grayish brown (2.5Y 3/2); 60% gravel, fine to coarse, maximum diameter 1 inch, poorly sorted, subrounded to rounded; 40% sand, fine to coarse, poorly sorted, subrounded to rounded.	20.0	4" Sch 40 PVC 0.020" slot screen (10 to 50 ft bgs)
										#3 Sand (9 to 52 ft bgs)

NEWSINT CAMBRIA.GPJ LAEWNN01.GDT 9/15/15

Continued Next Page



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Irvine, CA 92617
(949) 752-5452
(949) 752-3790 (FAX)

BORING/WELL CONSTRUCTION LOG

PROJECT NUMBER 108820.TO6.WELL

BORING/WELL NUMBER MW-4

PROJECT NAME Cambria

DATE DRILLED March 12, 2015

Continued from Previous Page

PID (ppm)	BLOW COUNTS	RECOVERY (inches)	SAMPLE ID.	EXTENT	DEPTH (ft. BGL)	U.S.C.S.	GRAPHIC LOG	LITHOLOGIC DESCRIPTION	CONTACT DEPTH	WELL DIAGRAM
	3 5 5	12				SP		SAND WITH GRAVEL: dark olive brown (2.5Y 3/2); 80% sand, fine to coarse, poorly sorted, rounded; 20% gravel, fine to coarse, maximum diameter 1.5 inch, poorly sorted, subrounded to rounded.		
					24.0				24.0	
	3 3 7	24			25	GW		GRAVEL WITH SAND: olive (5Y 4/3); 85% gravel, fine to coarse, maximum diameter 3/4 inch, well sorted, subrounded to rounded; 15% sand, fine to coarse, poorly sorted.		
					26.0				26.0	
						SP		SAND WITH SILT AND GRAVEL: olive (5Y 4/3); 50% sand, fine to coarse, poorly sorted, subangular to subrounded; 40% gravel, fine to coarse, maximum diameter 1.25 inch, poorly sorted; 10% silt, no plasticity.		
					29.5				29.5	← 4" Sch 40 PVC 0.020" slot screen (10 to 50 ft bgs)
	5 10 15 18	24			30	GW		GRAVEL: very dark gray (5Y 3/1); 95% fine gravel, well sorted, rounded; 5% sand, coarse, subrounded to rounded.		
					31.0				31.0	
						GP		GRAVEL WITH SAND: olive gray (5Y 5/2); 80% gravel, fine to coarse, maximum diameter 2 inch, poorly sorted, subangular to rounded; 20% sand, fine to coarse, poorly sorted, subangular to subrounded.		
					35.0				35.0	
	3 4 10 12	14			35	GW		GRAVEL WITH SAND: olive (5Y 4/3); 85% gravel, fine to coarse, maximum diameter 2 inch, well sorted, subangular to rounded; 15% sand, fine to coarse, poorly sorted, subangular to subrounded.		
					40.0				40.0	
	2 3 9 9	9			40	GP		GRAVEL WITH SAND: olive (5Y 4/3); 50% gravel, fine to coarse, maximum diameter 2 inch, poorly sorted, subrounded to rounded; 50% sand, coarse, well sorted, subangular to rounded.		

NEWGINT_CAMBRIA.GPJ_LAEWIND1.GDT_9/15/15

Continued Next Page



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BORING/WELL CONSTRUCTION LOG

PROJECT NUMBER 108820.TO6.WELL BORING/WELL NUMBER MW-4
PROJECT NAME Cambria DATE DRILLED March 12, 2015

Continued from Previous Page

PID (ppm)	BLOW COUNTS	RECOVERY (inches)	SAMPLE ID.	EXTENT	DEPTH (ft. BGL)	U.S.C.S.	GRAPHIC LOG	LITHOLOGIC DESCRIPTION	CONTACT DEPTH	WELL DIAGRAM
		24			45			GRAVEL WITH SAND: olive (5Y 4/3); 50% gravel, fine to coarse, maximum diameter 2 inch, poorly sorted, subrounded to rounded; 50% sand, coarse, well sorted, subangular to rounded.	45.0	<p>#3 Sand (9 to 52 ft bgs)</p> <p>4" Sch 40 PVC 0.020" slot screen (10 to 50 ft bgs)</p>
						GP		GRAVEL: olive (5Y 4/3); 95% gravel, fine to coarse, maximum diameter 3 inch, poorly sorted, subangular to rounded; 5% sand, fine to coarse, poorly sorted, subangular to rounded.		
		12			50	GP		GRAVEL WITH SAND: olive (5Y 4/3); 85% gravel, fine to coarse, maximum diameter 1 inch, poorly sorted, angular to rounded; 15% sand, medium to coarse, poorly sorted, subangular to subrounded.	50.0	
						ML		GRAVELLY SILT WITH SAND: dark greenish grey (GLEY1 4/1); 50% silt, low plasticity; 30% gravel, fine, poorly sorted, subangular to subrounded; 20% sand, fine to coarse, poorly sorted, subangular to subrounded; wet. SILT: 90% silt, low plasticity; 5% sand, fine; 5% wood, 1" wood chips; moist.	51.5	
						ML		Total depth of borehole to 52 feet below ground surface (bgs).	51.8 52.0	

NEWSINT_CAMBRIA.GPJ_LAEWNN01.GDT_9/15/15

5.4 Permitting Summary

Table 5-1 provides a preliminary summary of jurisdictional/permitting agencies, and associated permits.

Table 3-1. Preliminary Permitting Summary

Jurisdictional Agency	Permit Type	Processing Duration (months)	Alternative 1	Alternative 2	Alternative 3	Alternative 4
USACE	Section 404 Clean Water Act Permit	6 - 8	May be required	May be required	May be required	Likely not required
CDF&W	Section 1602 Streambed Alteration Permit	4 - 6	May be required	May be required	May be required	NA
RWQCB	Section 401 Water Quality Certification	6 - 8	May be required	May be required	May be required	Likely not required
Caltrans	Encroachment Permit	4 - 6	NA	NA	NA	Required
State Parks	Right of Entry	4 - 6	No	May be required	May be required	NA
State Parks	Easement	4 - 6	No	Yes	Yes	No
SLO County	Encroachment Permit	3 - 4	Required	Required	Required	Required
SLO County (Coastal Commission)	Coastal Development Permit	8 - 12	May be required	May be required	May be required	Likely not required

Notes: .

Alignment Alternatives(Preliminary Design Report 2-1)	Estimated Construction Cost
Alternative 1-CIPP	\$ 2,488,000
Alternative 1-HDD	\$ 1,885,000
Alternative 2 - HDD	\$ 1,748,000
Alternative 3 - HDD	\$ 2,107,000
Alternative 4 – Open Cut Trench	\$ 2,805,000

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **6.C**

FROM: Matthew McElhenie, General Manager

Meeting Date: April 11, 2024

Subject: Discussion and Consideration of Cambria Rotary Peace Picket Project Proposal at the Cambria Veterans' Memorial Hall Parking Lot

FISCAL IMPACT:

There is no fiscal impact associated with this item.

DISCUSSION:

It is recommended that the Board of Directors discuss and consider a proposal for the Cambria Rotary Peace Garden display at the Cambria Veterans' Memorial Hall Parking Lot.

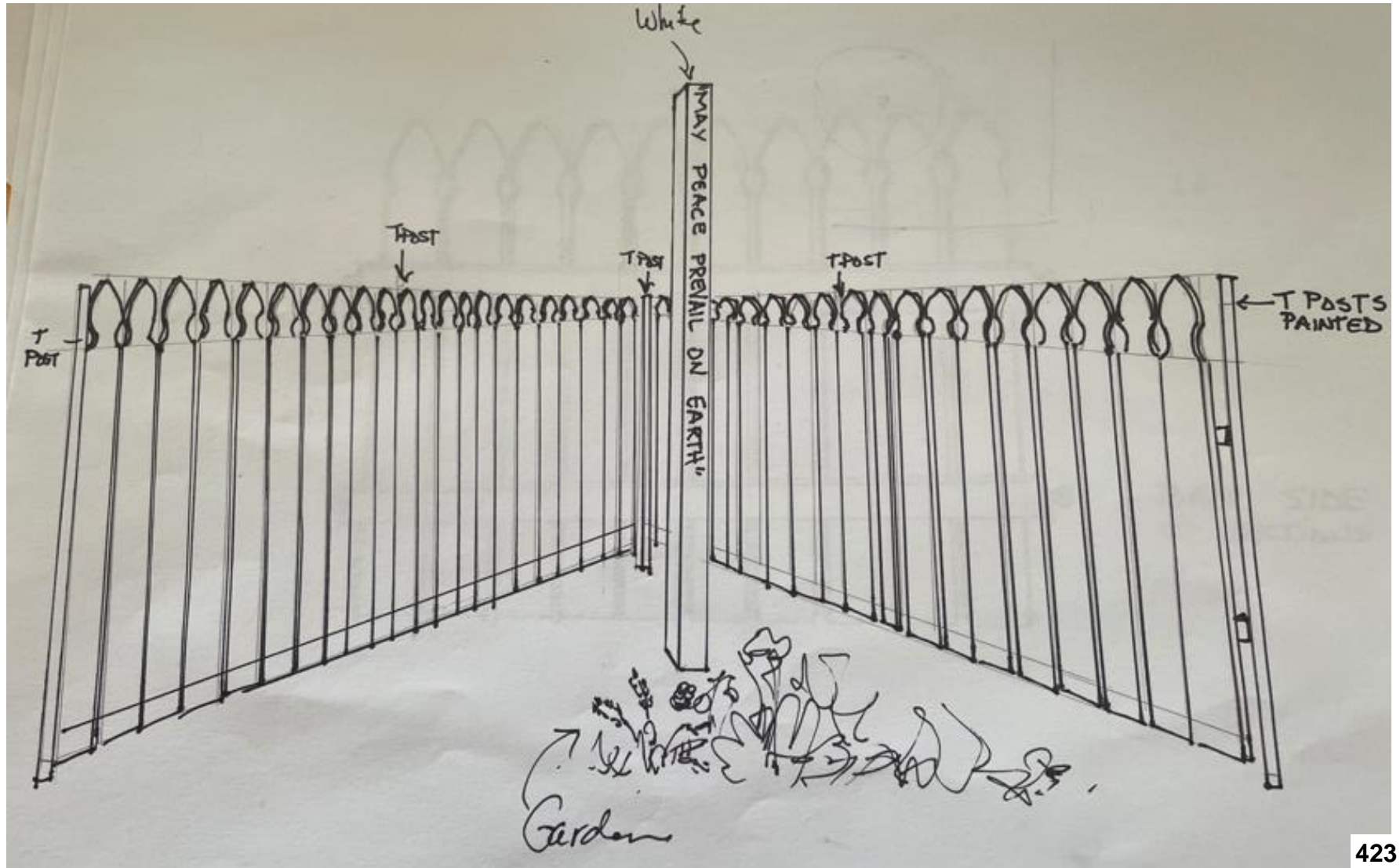
ATTACHMENTS:

1. [Cambria Rotary Peace Picket Project Proposal](#)

Rotary Peace Picket Project ...The Concept



Rotary Peace Picket Project ...The Design



Rotary Peace Picket Project

...The Details

METAL T-POSTS & U-POSTS

1 Results Product Height (in.): 75 or Greater ✕ Material: Metal ✕ Cl

Get It Fast

In Stock at Store Today

Hawthorne & nearby stores ▾

Availability

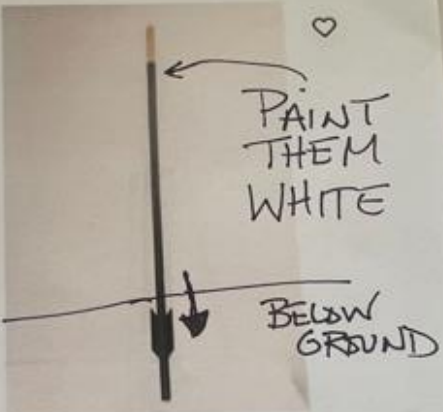
Show Unavailable Products

Department

- < Lumber & Composites
- < Fencing & Gates
- < Fence Gate Parts

T-Posts & U-Posts

Material



\$8.42

★★★★★ (6)

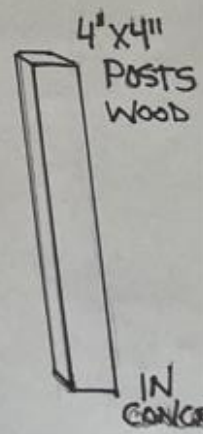
Model# 710249930

Everbilt
6-1/2 ft. H Green Steel T Post

4' exposed

Pickup
Free ship to store

Delivery
Free

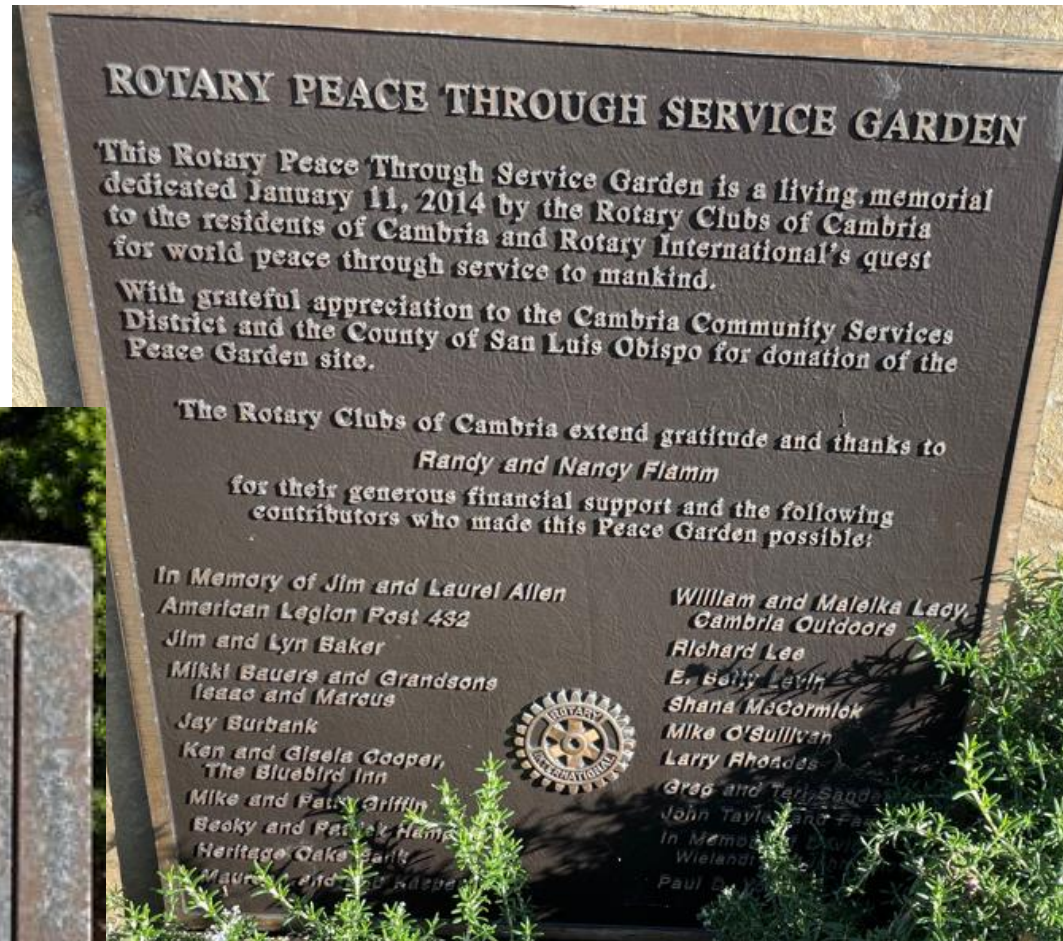


4" x 4" POSTS WOOD

IN CONCRETE

Rotary Peace Picket Project

... What's already in the Ground



CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **6.D**

FROM: Matthew McElhenie, General Manager

Meeting Date: April 11, 2024 Subject: Discussion and Consideration of Approval of an Agreement between the Cambria Community Services District and the Friends of the Fiscalini Ranch Preserve Regarding the Fiscalini Ranch Linking Boardwalk Project

FISCAL IMPACT:

Some CCSD staff time will be needed to monitor the progress of the Project, but there are no other significant fiscal impacts to CCSD. All Project costs are to be born entirely by the FFRP.

DISCUSSION:

The Cambria Community Services District (“District”) owns the Fiscalini Ranch Preserve (“Ranch”) and the Friends of the Fiscalini Ranch Preserve (“FFRP”) is a non-profit organization dedicated to the preservation and protection of the Ranch. The FFRP holds a permanent conservation easement that protects, maintains and helps restore the natural resources on the Ranch and maintains access as a public trust. The FFRP also assists in managing the Ranch for the public by organizing volunteers to remove invasive plants, maintain trails, plant native species to restore natural habitats, improve accessibility, and raises funds from public and private sources for projects on the Ranch. The FFRP has developed a project to establish safe passage between the Bluff Trail and the Marine Terrace Trail on the Ranch (the “Linking Boardwalk Project” or “Project”). The goal of the Linking Boardwalk Project is to improve safety and access with a multi- use trail for walkers and people using wheelchairs, strollers, and electric mobility-assistance vehicles at the Ranch and the FFRP has secured funding, developed a design and construction plans, and obtained approvals from San Luis Obispo County (“County”) for construction of the Project. The FFRP now proposes to build and provide construction management services for the Project, at its sole cost and expense, and this Agreement is intended to set forth the terms and conditions related to construction of the Project on the District owned Ranch.

The Project description provided by the FFRP is as follows:

Friends of the Fiscalini Ranch Preserve (FFRP) would like to close an accessible loop trail on the Ranch by replacing a steep, muddy trail that links the Bluff and Marine Terrace (fire road) trails with a wooden boardwalk. The boardwalk will be similar in design to the existing boardwalk but with less intrusive footings. To accommodate the grade change and remain accessible, the boardwalk is 1,070 feet long and 6 feet wide with three pull outs. The new route minimizes impacts on environmentally sensitive habitat. FFRP has secured environmental clearance and construction approval for this Project from the County, including coastal development permit approval. The FFRP intends to pay for this Project entirely out of private funds with no public support as a turn-key Project for the people of Cambria. The Project requires the payment of prevailing wages and the bulk of the funding is in hand. In addition, the FFRP would like to create an endowment specifically for public access projects, such as boardwalk maintenance, through a donation program of plaque dedications along the boardwalk. There is space for

up to 650 plaques at any one time. The plaques will be maintained for 20 years.

ATTACHMENTS:

1. [Agreement Between the CSCD and Friends of the Fiscalini Ranch Preserve Regarding the Fiscalini Ranch Linking Boardwalk Project](#)
2. [Exhibit A](#)
3. [Exhibit B](#)
4. [Exhibit C](#)



**AGREEMENT BETWEEN THE CAMBRIA COMMUNITY SERVICES DISTRICT AND
THE FRIENDS OF THE FISCALINI RANCH PRESERVE REGARDING THE
FISCALINI RANCH LINKING BOARDWALK PROJECT**

This Agreement (“Agreement”) is made this ____ day of _____, 2024, by and between the Cambria Community Services District (the “District”), a California special district, and the Friends of the Fiscalini Ranch Preserve (“FFRP”), a 501(c)(3) Non-Profit Organization; collectively referred to herein as the “Parties,” and individually as a “Party.”

WITNESSETH:

WHEREAS, the District owns the Fiscalini Ranch Preserve (“Ranch”) and the FFRP is a non-profit organization dedicated to the preservation and protection of the Ranch and holds a permanent conservation easement that protects and restores the natural resources on the Ranch and maintains access as a public trust; and

WHEREAS, the FFRP assists in managing the Ranch for the public by organizing volunteers to remove invasive plants, maintain trails, plant native species to restore natural habitats, improve accessibility, and raises funds from public and private sources for projects on the Ranch; and

WHEREAS, the FFRP has developed a project to establish safe passage between the Bluff Trail and the Marine Terrace Trail on the Ranch (the “Linking Boardwalk Project” or “Project”). The goal of the Linking Boardwalk Project is to improve safety and access with a multi-use trail for walkers and people using wheelchairs, strollers, and electric mobility-assistance vehicles at the Ranch and the FFRP has secured funding, developed design and construction plans, and obtained approvals from San Luis Obispo County for the Project; and

WHEREAS, the FFRP now proposes to build the Project and provide construction management services, at its own expense, and this Agreement is intended to set forth the terms and conditions related to construction of the Project on the District owned Ranch.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PROJECT COORDINATION

(a) District. The General Manager will be the representative of the District for all purposes under this Agreement, and the District’s Facilities and Resources Manager is hereby designated the “District Project Manager” and shall coordinate and supervise performance of this Agreement and all aspects of the progress of the Project.

(b) FFRP. The FFRP Executive Director, Kitty Connolly, will supervise the performance of this Agreement and the progress of the Project for the FFRP (the “Project Director”). If circumstances or conditions subsequent to the execution of this Agreement require a substitute Project Director for any reason, then the FFRP will notify the District within ten (10) business days after the substitution.

2. DUTIES OF THE FFRP

(a) The FFRP will be responsible for management of the Project, including the Project schedule, budget, and roles and responsibilities of the FFRP, its contractors and subcontractors and will be solely responsible for payment of all Project costs.

(b) The FFRP will ensure that the Project is constructed in conformance with all permits issued by San Luis Obispo County and any other agency, including, but not limited to, Conditional Substantial Conformance Determination for Project Modification MOD2022-00050 to Minor Use Permit DRC2010-00026 and Permit Number CBLD 2023-00027, and the Plans and Specifications labeled 20230918, consisting of 13 pages, all of which are attached hereto as Exhibits A, B and C, respectively, and are incorporated herein by reference.

(c) The FFRP will retain a licensed contractor to perform construction of the Project and will be fully responsible for all contract payments to the contractor. The FFRP will provide evidence satisfactory to the District of the contractor’s acknowledgement that the District will not be a party to the Project construction contract and has no obligation or liability thereunder. The Project construction contract will require that the contractor provide a faithful performance bond and a labor and materials bond in an amount equal to the contract price, both bonds written by a surety acceptable to the District and in the form prescribed by law.

(d) The FFRP will not permit any lien or encumbrance to be placed on the Ranch, or any Stop Notice to be filed with the District (“Stop Notice”), related to the FFRP’s construction of the Project under this Agreement, including any lien, encumbrance, or Stop Notice filed by the contractor, any other contractor, or subcontractor of the contractor or any other party who may furnish labor or materials for construction of the Project. If the FFRP is informed of the existence of any such lien, encumbrance, or Stop Notice, the FFRP will promptly arrange for the discharge or dismissal of such lien, encumbrance, or Stop Notice by payment, bonding, or otherwise within sixty (60) days after the recording or filing of a lien, encumbrance, or Stop Notice. If the FFRP fails to have any such lien, encumbrance, or Stop Notice discharged or dismissed within that time, then the District at its option may arrange for the discharge or dismissal by payment, bonding, or otherwise, without any obligation to inquire into the validity of lien, encumbrance, or Stop Notice, and the FFRP will indemnify and hold harmless the District for any loss, cost, or expense incurred by the District in having such lien, encumbrance, or Stop Notice discharged or dismissed.

(e) The Project is subject to prevailing wage requirements that are applicable to construction of public projects, pursuant to Labor Code section 1770, et seq.

The FFRP will also observe and comply with all applicable federal, State, and local laws, ordinances, codes, and regulations in the performance of its duties and obligations under this Agreement and will perform all services under this Agreement in accordance with these laws, ordinances, codes, and regulations. The FFRP will defend, indemnify, and hold harmless the District, its directors, officers, agents, and employees from any and all damages, liabilities, penalties, fines, and all other consequences from the FFRP's noncompliance or violation of any laws, ordinances, codes, or regulations in any way related to the Project.

(f) Upon notice from the FFRP that the Project is complete in accordance with the approved plans and specifications, the District will, within ten (10) business days after such notice, perform a final inspection. Upon the District's inspection and decision to accept the work, the District will, no later than seven (7) days from such decision to accept the Project, prepare a letter of final acceptance (the "Acceptance Letter") addressed to the FFRP. The Acceptance Letter shall be deemed the acceptance by the District of the Project and the District's release of the FFRP from further responsibility under this Agreement, except as to any provisions of this Agreement that survive the expiration or termination of this Agreement.

(g) The FFRP will deliver the Project free of all liens and claims and will provide the District executed waivers and releases from the contractor and any subcontractors of all mechanics' liens against the District. Upon delivery of the Project to the District, the FFRP will assign to the District any warranties or guaranties received from its contractor and subcontractors under its contracts with the contractor and subcontractors. The FFRP will also assign to the District the right to any available remedies for latent defects.

3. INSURANCE

The FFRP shall maintain, prior to the beginning of and for the duration of this Agreement, insurance coverage as specified in Exhibit "D," attached hereto and incorporated herein as though set forth in full. FFRP contractors shall maintain, prior to the beginning of and for the duration of this Agreement, insurance coverage as specified in Exhibit "E," attached hereto and incorporated herein as though set forth in full.

4. INDEMNIFICATION.

On April 24, 2003, CCSD granted to FFRP the Deed of Conversation Easement recorded as Document No. 2003076713 by the San Luis Obispo County—Clerk/Recorder. Neither CCSD nor FFRP intend to amend, alter or change in any way the indemnification provisions set

forth within the Deed of Conservation Easement. As application only to this Agreement, the FFRP will defend, indemnify, and hold harmless the District and its officers, agents, and employees from any and all loss, expense, damage, injury, liability, and claims thereof for injury to or death of a person or loss of or damage to property, resulting directly or indirectly from any activity or use under this Agreement, except and to the extent where such loss, damage, injury, liability, or claim is the direct result of any act of or any omission to perform some duty imposed by law or agreement on the District its agents, or employees, or is the direct result of the negligence, gross negligence, or willful misconduct of the District, its officers, agents, or employees. In addition to the FFRP's obligation to indemnify the District pursuant to this Agreement, the FFRP specifically acknowledges and agrees that it has an immediate and independent obligation to defend the District from any claim that actually or potentially falls within this indemnification provision. The obligations of the FFRP to indemnify the District under this paragraph will survive the expiration or termination of this Agreement as to obligations arising during the term of this Agreement.

5. NOTICES

Any notice which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as, but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To District: Matthew McElhenie, District Manager
Cambria Community Services District
PO Box 65
Cambria, CA 93428

Copy to: Timothy J. Carmel, District Counsel
Carmel & Naccasha, LLP
694 Santa Rosa Street
San Luis Obispo, CA 93401

To FFRP: Friends of Fiscalini Ranch Preserve
PO Box 1664
Cambria, CA 93438

6. ASSIGNMENT

The FFRP shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of the District.

7. GOVERNING LAW

The District and the FFRP understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior or federal district court with jurisdiction over the Cambria Community Services District.

8. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

9. CONSTRUCTION

The parties agree that each has had an opportunity to have their legal counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provisions to which they relate.

10. AMENDMENTS

Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of the parties to this Agreement.

11. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, including signature by facsimile, but all of which shall constitute one and the same instrument.

[Remainder of page left intentionally blank.]

12. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement warrant and represent that he/she has the authority to execute this Agreement and has the authority to bind that party to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written.

CAMBRIA COMMUNITY SERVICES

**FRIENDS OF FISCALINI RANCH
PRESERVE**

By: _____
Matthew McElhenie, District Manager

By: _____
Kitty Connolly, Executive Director

ATTEST:

Haley Dodson, Confidential Administrative
Assistant

Approved As To Form:

Timothy J. Carmel, District Counsel

EXHIBIT A

Conditional Substantial Conformance Determination for Project Modification MOD2022-00050
to Minor Use Permit DRC2010-00026

EXHIBIT B

Permit Number CBLD 2023-00027

EXHIBIT C

Plans and Specifications labeled 20230918



EXHIBIT D

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Project, FFRP will maintain insurance in conformance with the requirements set forth below. FFRP will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, FFRP agrees to amend, supplement or endorse the existing coverage to do so. FFRP acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to District in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to District.

FFRP shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office “Commercial General Liability” policy from CG 00 01 or the equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Insurance procured pursuant to these requirements shall be written by insurer that are admitted carriers in the state California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by FFRP. FFRP and District agree to the following with respect to insurance provided by FFRP:

1. FFRP agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds District, its officials employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992 or current equivalent. FFRP also agrees to require all consultants and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit FFRP, or FFRP’s employees, or agents, from waiving the right of subrogation prior to a loss. FFRP agrees to waive subrogation rights against District regardless of the applicability of any insurance proceeds, and to require all consultants and subcontractors to do likewise.

3. All insurance coverage and limits provided by FFRP and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the District or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called “third party action over” claims, including any exclusion for bodily injury to an employee of the insured or of any consultant or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the District, as the need arises. FFRP shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect District's protection without District's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to FFRP's general liability policy, shall be delivered to District at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, District has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by District shall be charged to and promptly paid by FFRP or deducted from sums due FFRP, at District option.

8. Certificate(s) are to reflect that the insurer will provide 30 days' notice to District of any cancellation of coverage. FFRP agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by FFRP or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self insurance available to District.

10. FFRP agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by FFRP, provide the same minimum insurance coverage required of FFRP. FFRP agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. FFRP agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to District for review.

11. FFRP agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any consultant, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to District. If FFRP's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the District. At the time the District shall review options with the FFRP, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the FFRP ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the FFRP, the District will negotiate additional compensation proportional to the increase benefit to District.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. FFRP acknowledges and agrees that any actual or alleged failure on the part of District to inform FFRP of non-compliance with any insurance requirements in no way imposes any additional obligations on District nor does it waive any rights hereunder in this or any other regard.

15. FFRP will renew the required coverage annually as long as District, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until District executes a written statement to that effect.

16. FFRP shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from FFRP's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to District within five days of the expiration of the coverages.

17. The provisions of any workers' compensation or similar act will not limit the obligations of FFRP under this agreement. FFRP expressly agrees not to use any statutory immunity defenses under such laws with respect to District, its employees, officials and agents.

18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.

20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

21. FFRP agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge District or FFRP for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to District. It is not the intent of District to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against District for payment of premiums or other amounts with respect thereto.

22. FFRP agrees to provide immediate notice to District of any claim or loss against FFRP arising out of the work performed under this agreement. District assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve District.

EXHIBIT E

Insurance Requirements and Indemnification

- A. General: The Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder, by the Contractor, his agents, representatives, employees or Subcontractors.
- B. Minimum Scope of Insurance: Coverage shall be at least as broad as:
1. ISO CGL coverage ("Occurrence," Form CG-0001).
 2. ISO CGL Endorsement Form (ISO CG 20 10 11 85).
 3. Course of Construction insurance covering for all risks of loss.
- C. Minimum Limits of Insurance: The Contractor shall maintain limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- D. Other Insurance Provisions: The policies are to contain, or to be endorsed to contain, the following provisions:
1. GENERAL LIABILITY COVERAGE:
 - a. The District, its officials, employees, agents and volunteers; are to be covered as insured as respects liability arising out of activities performed by or on behalf of the Contractor, including but not limited to blanket contractual liability, broad form property damage, explosion, collapse and underground hazard coverage, products and completed operations of the Contractor, or premises owned, leased or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officials, employees or volunteers, and shall protect them from claims for personal injury, death or property damage suffered by third persons or by officers, agents and employees of Contractor and arising out of or in connection with the work which is the subject of this Contract.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the District, its officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the District, its officials, employees, agents or

volunteers; shall be in excess of the Contractor's insurance, and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officials, employees, agents or volunteers.
- d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. EMPLOYERS' LIABILITY COVERAGE:

The insurer shall agree to waive all rights of subrogation against the District, its officials, employees, agents, and volunteers for losses arising from work performed by the Contractor for the District.

3. ALL COVERAGE:

- a. Each insurance policy required by this Section shall be in effect on the date the work is commenced and shall expire no sooner than one (1) year after the date on which the work is accepted by the District. Each insurance policy required by this Section shall be endorsed using ISO Form (CG 20 10 11 85) to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except after thirty (30) days prior written notice by Certified Mail, Return Receipt Requested has been given to the District.
- b. Insurance is to be placed with insurers with a Best Rating of no less than A-V and who are admitted to write policies in the State of California and contribute to the state guaranty fund.
- c. Contractors shall furnish the District with certificates of insurance and with original endorsements affecting coverage required by this Section (actual policy). The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the District and are to be received and approved in writing by the District before work commences. The District reserves the right to require complete, certified copies of all insurance policies, including endorsements affecting the coverage required by these Special Provisions at any time.
- d. The Contractor shall include all Subcontractors as named insured under his policies, or shall furnish separate certificates and endorsements for each

Subcontractor. All coverage for Subcontractors shall be subject to all of the requirements stated herein.

- e. The Contractor shall indemnify, defend, and hold harmless the District, and its officers, officials, employees and agents, from and against any and all claims asserted, liability, loss, damage, expense, costs (including without limitation costs and fee of litigation) of every nature arising of, directly or indirectly, or in connection with this Contract or the acts or omissions of Contractor, contractor's subcontractors, employees, representatives, agents and invitees including, but not limited to, performance of the work hereunder or failure to comply with any of the obligations contained herein, except such loss or damage which was caused by the established active negligence of District or the established sole negligence or willful misconduct of District, its officers, officials, employees and agents. Said indemnification and hold harmless provisions shall be in full force and effect regardless of whether or not there shall be insurance policies covering and applicable to such liability, loss, damage, expense or cost. The Contractor agrees that the use of any and all public streets and improvements which are part of or subject to this Contract shall be at all times, prior to the final acceptance by the District, the sole and exclusive risk of the Contractor. The Contractor further specifically agrees that he shall indemnify and hold the District free of any liability for any accident, loss, or damage to the work, which is the subject of this Contract prior to its completion and acceptance by the District.



COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF PLANNING & BUILDING

TREVOR KEITH *DIRECTOR OF PLANNING & BUILDING*

VIA ELECTRONIC MAIL: Brandi Cummings <brandi.cummings@swca.com>

August 12, 2022

SWCA Environmental Consultants
1422 Monterey Street Suite B200
San Luis Obispo, CA. 93401

SUBJECT: Conditional Substantial Conformance Determination for Project Modification
MOD2022-00050 to Minor Use Permit DRC2010-00026 for Cambria Community
Services District.

Dear Ms. Cummings,

This letter relates to the Project Modification Application MOD2022-00050 for Minor Use Permit DRC2010-00026 for Cambria Community Services District. Based on the information provided, the Planning and Building Department has determined that the proposed changes are in substantial conformance with the approved development and County Code Section 23.02.038. A review of the proposed changes and reason for the determination are provided below.

Description of Proposed Changes:

The proposed changes include modification to the previously approved land use entitlement to allow for improvements and additions to the existing trail system on the West Fiscalini Ranch Preserve (FRP) and East FRP, management and restoration of resources on the FRP, and development of a community Park on the East FRP.

Basis for Substantial Conformance Determination:

1. The proposed replacement and relocation of the Meander Trail do not result in any new or increased environmental impacts. The trail replacement and relocation will not increase environmental impacts because:
 - a. The proposed project would not include improvements that would result in more severe impacts to wetlands than those recognized in the 2009 FEIR.
 - b. The proposed trail reconstruction is consistent with identified potential impacts to terrestrial species including American badger and Monterey dusky-footed woodrat. Implementation of pre-construction surveys (BIO/mm-14) would reduce the impact to less than significant, therefore the proposed project is consistent with the 2009 FEIR.
 - c. Implementation of pre-construction surveys (BIO/mm-25 and BIO/mm-26) would reduce the potential impacts to nesting birds from noise to less than significant.

- d. The proposed project would result in approximately 400 square feet of ESHA impacts. The 2009 FEIR requires mitigation for impacts to a wetland habitat at a 2:1 ratio, which would be achieved and exceeded with revegetation of the existing trail.
 - e. The project would not disturb any of the 15 known archaeological sites, and would be subject to a monitoring plan, and the presence of an archaeologist and Native American monitor during all earth disturbing activities to address discovery of any previously unknown subsurface cultural materials.
2. The proposed changes do not result in the need to modify any of the Conditions of Approval.
 - a. The proposed changes are consistent with the approved development as stated in the Conditions of Approval.
 3. The proposed changes do not result in any changes to the project that were specifically considered by the review authority.
 - a. The proposed changes are in conformance with the approved project.

Special Requirements:

The proposed modifications shall comply with all original conditions from Minor Use Permit DRC2010-00026, as well as the following requirements:

1. **Prior to commencing activities**, the applicant shall demonstrate compliance with the Conditions of Approval associated with the Minor Use Permit DRC2010-00026.
 2. **At the time of application for any future construction permits**, this letter and a copy of the Conditions of Approval from the Minor Use Permit DRC2010-00026 (Attachment A) shall be printed on the construction drawings.
 3. **Indemnification**, the applicant shall, as a condition of approval of this land use permit application, defend, hold harmless and indemnify, at his or her sole expense (including attorney's fees, with Counsel approved by the County), any action brought against the County of San Luis Obispo, its present or former officers, agents, or employees, by a third party challenging either its decision to approve this land use permit or the manner in which the County is interpreting or enforcing the conditions of this land use permit, or any other action by a third party relating to approval or implementation of this land use permit. The applicant shall reimburse the County for any court costs and attorney fees that the County may be required by a court to pay as a result of such action, but such participation shall not relieve the applicant of his obligation under this condition. Upon request of the County, the applicant shall also enter into a separate agreement with the County (the "Indemnity Agreement"), in a form approved by County Counsel, agreeing to defend, indemnify, save and hold harmless the County, its present or former officers, agents, or employees, against actions by a third party challenging either its decision to approve this land use permit or the manner in which the County is interpreting or enforcing the conditions of this land use permit, or any other action by a third party
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relating to or arising out of the approval or implementation of this land use permit. The agreement shall provide that the applicant will indemnify the County and reimburse it for any costs and/or attorney's fees which the County incurs as a result of such action, and that the County's participation or non-participation in any such litigation shall not relieve the applicant of his or her obligations under this condition or the agreement. The applicant shall also provide sufficient guarantees for the obligations hereunder as determined by County Counsel. Any violation of this condition, including the applicant's failure to execute the Indemnity Agreement or breach thereof, or failure to provide sufficient guarantees, is grounds for the County to rescind and/or revoke its approval of this land use permit. These defense and indemnity obligations shall survive any rescission, revocation and/or set aside of this land use permit.

If you have any questions regarding this determination, please contact me at kmorais@co.slo.ca.us or (805) 781-5136.

Sincerely,

Kip Morais, Planner II



Attachments

Attachment A – Conditions of Approval

Attachment B – Revised Site Plan

EXHIBIT C - CONDITIONS OF APPROVAL

Approved Development

1. This approval authorizes implementation of the Public Access and Management Plan and the proposed Community Park Master Plan for the Fiscalini Ranch Preserve (FRP). The project includes:
 - Improvements and additions to the existing trail system on the West FRP and East FRP (see Table A for list of specific trails);
 - Management and restoration of resources on the FRP;
 - Development of a community park on the East FRP.
 - The community park plan includes one sports field (supporting 4 games), a children's playground, dog park, paths, natural areas, and picnic areas.
 - Each proposed trail will be designed for a specific use or multiple uses, including hiking, biking, equestrian, and American Disabilities Act (ADA) accessibility.
 - Restoration projects throughout the FRP, but primarily on the West FRP, including riparian and wetland habitat restoration, bluff and gully stabilization, eradication of weeds and invasive plants, and maintenance of grassland.
 - Signage throughout the FRP to educate and inform the public regarding sensitive natural resources and restoration projects.
 - This Development Plan is a phased project and must be vested within twelve (12) years from the date of approval as further defined in Condition 112. Time extensions past 12 years shall not be granted.

Conditions required to be completed at the time of application for construction permits

Site Development

2. **At the time of application for construction permits** plans submitted shall show all development consistent with the approved site plan, floor plan, architectural elevations and landscape plan.
3. **At the time of application for construction permits**, the applicant shall provide details on any proposed exterior lighting, if applicable. The details shall include the height, location, and intensity of all exterior lighting. All lighting fixtures shall be shielded so that neither the lamp or the related reflector interior surface is visible from adjacent properties. Light hoods shall be dark colored.

Fire Safety

4. **At the time of application for construction permits**, all plans submitted to the Department of Planning and Building shall meet the fire and life safety requirements of the California Fire Code.

Services

5. **At the time of application for construction permits**, the applicant shall provide a letter from Cambria Community Services District stating they are willing and able to service the property.

Drainage

6. **At the time of application for any required construction permits**, the applicant shall submit complete drainage plans and erosion and sedimentation control plans for review and approval in accordance with Title 23 of the Land Use Ordinance.

Mitigation Measures

7. AES/mm-4 Upon application for construction permits from the County, and prior to site disturbance, proposed trail and road design plans shall include the following standards and concepts:
 - a. All boardwalks, bridges, retaining structures, edge stops, railing and other visible features shall be made of natural or natural appearing materials that have low reflective qualities and do not visually contrast with the natural colors of the adjacent landcover.
 - b. All path and access road surfaces, including emergency and maintenance vehicle roads shall match the color of the adjacent native earth. Decomposed granite and polymer surfaces, "all-weather surfaces," American Disabilities Act (ADA) compliant stable surfaces, and compacted imported earth surfaces shall be designed and constructed to match the color of the adjacent soil. This requirement shall also apply to all road-related culverts, rock slope protection, and drainage systems.
 - c. All trail and road design shall minimize grading by following the natural contours of the land as much as possible. Where grading is unavoidable, all slopes shall include slope-rounding to reduce the engineered appearance of the earthwork.

8. AES/mm-5 Upon application for construction permits from the County, and prior to site disturbance, a signage plan shall be prepared, and shall include the following standards and concepts:
 - a. All signs shall be made of natural or natural appearing materials that have low reflective qualities and do not visually contrast with the natural colors of the adjacent landcover. Exceptions shall be made in keeping with applicable ADA and safety standards.
 - b. All signs shall be the minimum size necessary for their intended purpose, in keeping with applicable ADA and safety standards.
 - c. All signs shall be placed in the least visually obtrusive location possible consistent with their intended purpose, without blocking views of the Pacific Ocean or other scenic resources, and in keeping with applicable ADA and safety standards.
 - d. The proposed signage plan shall be developed by the CCSD and Friends of the Fiscalini Ranch Preserve, and incorporated into the Management Plan prior to submittal to the County.

9. AES/mm-8 Upon application for construction permits from the County, and prior to site disturbance to establish the Highway 1 central staging area, the CCSD or its designee shall provide a comprehensive visual impact assessment to the County of San Luis Obispo Department of Planning and Building for review and approval. This plan shall incorporate the following elements:
 - a. Visual screening from Highway 1, location of any structures to minimize views from Highway 1.

Exhibit A

Development Plan DRC2010-00026 /Cambria Community Services District

- b. Shielded lighting (if lighting is proposed).
 - c. Appropriate colors and materials consistent with the County of San Luis Obispo Community Plan, County Design Guidelines, and *Public Access and Management Plan*.
10. AES/mm-10 Upon application for construction permits from the County for the community park, the CCSD or its designee shall provide a comprehensive visual impact assessment of proposed buildings and associated structural improvements to the County of San Luis Obispo Department of Planning and Building for review and approval. Proposed structures shall comply with the following performance standards:
 - a. The proposed design shall include elements consistent with the rural character of Cambria.
 - b. Colors and materials shall consist of earthtone, muted colors consistent with surrounding natural vegetation.
 - c. Roof materials shall be non-reflective.
11. AES/mm-11 Upon application for construction permits from the County for the community park, the CCSD or its designee shall provide a security lighting plan showing shielded fixtures and the use of motion sensors. Exterior lighting shall be limited to security lighting on the community center restrooms, bridge, playground, and parking area. All exterior lighting shall be shielded and directed to the ground. All exterior lighting shall not be directed towards the sky, a structure wall, or towards the property boundary.
12. AES/mm-12 Upon application for construction permits from the County to relocate the CCSD water works or County storage yard, the CCSD or its designee shall submit design plans including, but not limited to, the following elements:
 - a. The proposed design shall include elements consistent with the rural character of Cambria.
 - b. Colors and materials shall consist of earthtone, muted colors consistent with surrounding natural vegetation.
 - c. Landscape screening, consisting of native (native to the FRP), drought-tolerant plant and shrub species, shall provide a minimum of 50 percent screening from the park area.
 - d. Stored and stockpiled materials shall be shielded from view by solid fencing and/or native vegetation, or the proposed structures.
13. AES/mm-13 Upon application for construction permits from the County to relocate the CCSD water facility or County storage yard, the CCSD or its designee shall provide a comprehensive Visual Impact Assessment to the County of San Luis Obispo Department of Planning and Building for review and approval.
14. AG/mm-1 Upon application for construction permits from the County of San Luis Obispo for development of the *Community Park Master Plan*, the CCSD or its designee shall submit grading plans incorporating soil capping of potentially productive agricultural soils, where feasible.
15. AQ/mm-1 Upon application for construction permits and prior to site disturbance, a Dust Control Plan shall be prepared and submitted to the APCD for approval prior to commencement of construction activities. The Dust Control Plan shall:
 - a. Use APCD approved BMPs and dust mitigation measures;

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- b. Provide provisions for monitoring dust and construction debris during construction;
 - c. Designate a person or persons to monitor the dust control program and to order increased watering or other measures as necessary to prevent transport of dust off-site. Duties should include holiday and weekend periods when work may not be in progress;
 - d. Provide the name and telephone number of such persons to the APCD prior to construction commencement.
 - e. Identify compliant handling procedures.
 - f. Fill out a daily dust observation log.
16. AQ/mm-3 Upon application for construction permits and prior to site disturbance, the following mitigation measures shall be shown on all project plans and implemented during the appropriate grading and construction phases to reduce PM₁₀ emissions during earth moving activities:
 - a. Reduce the amount of the disturbed area where possible.
 - b. Water trucks or sprinkler systems shall be used in sufficient quantities to prevent airborne dust from leaving the site. Increased watering frequency shall be required whenever wind speeds exceed 15 mph. Reclaimed (non-potable) water shall be used whenever possible.
 - c. All dirt stockpile areas shall be sprayed daily as needed.
 - d. Exposed ground areas that are planned to be reworked at dates greater than one month after initial grading shall be sown with a fast-germinating native grass seed (native to the FRP) and watered until vegetation is established.
 - e. All disturbed soil areas not subject to re-vegetation shall be stabilized using approved chemical soil binders, jute netting, or other methods approved in advance by the APCD.
 - f. All roadways, driveways, sidewalks, etc. to be paved should be completed as soon as possible after initial site grading. In addition, building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
 - g. Vehicle speed for all construction vehicles shall be posted to not exceed 15 mph on any unpaved surface at the construction site.
 - h. All trucks hauling dirt, sand, or other loose materials are to be covered or shall maintain at least two feet of free board (minimum vertical distance between top of load and top of trailer) in accordance with CVC § 23114.
 - i. Wheel washers shall be installed where vehicles enter and exit unpaved roads onto streets, or wash off trucks and equipment leaving the site.
 - j. Streets shall be swept at the end of each day if visible soil material is carried onto adjacent paved roads. Water sweepers with reclaimed water shall be used when feasible.
 - k. Permanent dust control measures shall be implemented as soon as possible following completion of any soil disturbing activities.
17. AQ/mm-5 Upon application for construction permits and prior to site disturbance, the applicant shall submit grading plans and a construction schedule demonstrating that soil material would not be moved at a rate more than 53,500 cubic yards (cy) in a quarter or 2,000 cy in a day. If material would be moved at this rate (or greater), the applicant shall implement the following standard APCD mitigation measures for the project's construction equipment:

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- a. Maintain all construction equipment in proper tune according to manufacturer's specifications.
 - b. Fuel all off-road and portable diesel powered equipment, including but not limited to bulldozers, grader, cranes, loaders, scrapers, backhoes, generator sets, compressors, auxiliary power units, with Air Resources Board (ARB) certified motor vehicle diesel fuel (non-taxed version suitable for use off-road).
 - c. Maximize to the extent feasible, the use of diesel construction equipment meeting the ARB's 1996 or newer certification standard for off-road heavy-duty diesel engines.
 - d. All on and off-road diesel equipment shall not be allowed to idle for more than 5 minutes. Signs shall be posted in the designated queuing areas to remind drivers and operators of the 5 minute idling limit.
 - e. Electrify equipment where feasible.
 - f. Substitute gasoline-powered for diesel-powered equipment where feasible.
 - g. Use alternatively fueled construction equipment onsite where feasible, such as compressed natural gas (CNG) liquefied natural gas (LNG), propane, or biodiesel.
 - h. Best Available Control Technology (BACT - implementation of DOCs or CDPFs) for construction equipment shall be required and the applicant shall provide the grading amounts and schedule to the APCD Planning Division as soon as they are available so that the appropriate level of BACT can be defined.
 - i. At least 3 months prior to construction, the construction company awarded the contract shall contact the APCD Planning Division (805-781-5912) to coordinate the implementation of this mitigation measure. This company will also provide the APCD with proof that the Standard (a-h above) and BACT mitigation measures have been implemented prior to the start of construction activity. These measures shall be shown on all grading and construction plans prior to issuance of construction permits.
18. AQ/mm-6 Upon application for construction permits and prior to site disturbance, the applicants shall:
- a. Conduct a geologic analysis to ensure the presence/absence of serpentine rock onsite. The geologic analysis shall identify if naturally occurring asbestos is contained within the serpentine rock onsite; and,
 - b. If naturally occurring asbestos is found at the project site, the applicant must comply with all requirements outlined in the Asbestos Airborne Toxic Control Measures (ATCM). In addition, the applicants shall work with the APCD to prepare an APCD-approved Asbestos Health and Safety Program and an Asbestos Dust Control Plan prior to development plan approval. The Asbestos Health and Safety Program and Asbestos Dust Control Plan may include, but is not limited to, the following:
 1. Equipment operator safety requirements: protective clothing, breathing apparatuses to prevent inhalation of airborne asbestos fibers,
 2. Dust mitigation measures: continually water site to prevent airborne dust migration, cover all vehicle that haul materials from the site

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3. Identification of APCD-approved disposal areas for all excavated materials.
 4. If naturally-occurring asbestos is not present, an exemption request must be filed with the APCD.
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19. BIO/mm-1 Upon application for construction permits from the County, for site disturbance within jurisdictional areas, the CCSD, or its designee, shall obtain all necessary permits, approvals, and authorizations from jurisdictional agencies. These may include, but may not be limited to: (1) Army Corps of Engineers Section 404 Nationwide Permit or Individual Permit for impacts to Army Corps of Engineers jurisdictional wetlands or other waters; (2) Regional Water Quality Control Board Section 401 Water Quality Certification for discharges "Waters of the U.S." and/or "Waters of the State;" (3) California Department of Fish and Game Section 1602 Streambed Alteration Agreement for activities within the tops of banks or outer edges of riparian canopies (whichever extends furthest from the streambeds) of drainages; (4) U.S. Fish and Wildlife Service consultation; and (5) NOAA Fisheries consultation.
 20. BIO/mm-3 Upon application for construction permits from the County, and site disturbance, the CCSD or its designee shall prepare a Storm Water Pollution Prevention Plan (SWPPP) consistent with guidelines, which shall include detailed sediment and erosion control plans consistent with any required Habitat Mitigation Monitoring Plan (HMMP). The SWPPP shall specifically address protection of drainages, and riparian and wetland resources on and adjacent to the project site. Compliance shall be verified by the project environmental monitor through submission of compliance reports.
 21. BIO/mm-4 Upon application for construction permits from the County, and prior to site disturbance, all riparian and wetland areas shall be shown on all construction plans. The riparian/wetland areas shown on grading plans shall be based on the field data collected and presented in the Environmental Impact Report or from any subsequent survey work. All riparian vegetation planned for removal shall be specified on construction plans. Except for activities requiring removal of riparian trees and associated understory vegetation that are specified on construction plans, all ground disturbances and vegetation removal shall be prohibited within the outer edge of the riparian canopy of any drainage onsite.
 22. BIO/mm-10 Prior to application for construction permits from the County and prior to trail construction in areas known to contain sensitive plant species or native habitats, the CCSD or its designee shall retain a qualified botanist/biologist to conduct focused surveys during the appropriate flowering periods within the specific areas proposed for disturbance. Surveys will focus on those plants and habitats noted as present or as having a high potential for occurrence. Based on the survey results, trail locations shall be altered where possible to minimize disturbance or loss of identified plants and habitats.
 23. BIO/mm-13 Prior to application for construction permits from the County and prior to trail construction within sensitive areas, the CCSD or its designee shall ensure that all resources are considered and avoided where feasible. If conflicts arise, the CCSD shall consult with appropriate agencies to resolve the conflicts (e.g., California Department of Fish and Game, California Coastal Commission, Army Corps of Engineers, Office of Historic Preservation, County of San Luis Obispo).
 24. CULT/mm-1 Upon preparation of grading and construction plans for the Ridge Trail, Forest Loop Trail, Meander Trail, Creek to Forest Trail, Santa Rosa Creek Trail (west),

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and Creek to Ridge Trail and prior to application for construction permits from the County of San Luis Obispo for these trails, the CCSD or its designee shall submit plans showing the avoidance of known archaeological sites. The plan shall note the boundaries of the site as an "Environmentally Sensitive Area" (ESA), and shall include a 50-foot buffer around the ESA. No grading, storage of materials or equipment, or use of equipment shall occur within the ESA or ESA buffer.

- a. If due to other significant environmental constraints, any known archaeological sites (ESAs) cannot feasibly be avoided, the CCSD or its designee shall retain a County-approved, qualified subsurface archaeologist to conduct a Phase II subsurface survey. The Phase II subsurface survey shall provide recommendations, if necessary, for further study, which may include a Phase III data recovery program. The CCSD or its designee shall implement the recommendations proposed in the Phase II subsurface survey report.
25. CULT/mm-2 Prior to application for construction permits from the County of San Luis Obispo (or prior to approval of final plans by the CCSD) for trail construction on the FRP, the CCSD or its designee shall submit a monitoring plan, prepared by a subsurface-qualified archaeologist, for the review and approval by the County Environmental Coordinator. If a County permit is not required, the plan shall be approved by the CCSD. The monitoring plan shall be integrated with other required site specific monitoring plans and the SWPPP (BIO/mm-1, BIO/mm-2, and BIO/mm-3) and shall include at a minimum with regard to cultural resources:
- a. List of qualified cultural resources personnel involved in the monitoring activities;
 - b. Description of how the cultural resources monitoring shall occur;
 - c. Description of frequency of monitoring (e.g., full-time, part time, spot checking);
 - d. Description of what resources are expected to be encountered;
 - e. Description of circumstances that would result in the halting of work at the project site (e.g., What is considered "significant" archaeological resources?);
 - f. Description of procedures for halting work on the site and notification procedures;
 - g. Description of monitoring reporting procedures.
26. CULT/mm-5 Prior to preparation of grading and construction plans for the Victoria Lane Trail, Wallbridge Trail, and Terrace to Ridge Trail and prior to application for construction permits from the County of San Luis Obispo for these trails, the CCSD or its designee shall submit plans showing the avoidance of known archaeological sites. The plan shall note the boundaries of the site as an ESA and shall include a 50-foot buffer around the ESA. No grading, storage of materials or equipment, or use of equipment shall occur within the ESA.
27. GEO/mm-2 Upon application for construction permits from the County of San Luis Obispo, prior to site disturbance, and during management of the Fiscalini Ranch Preserve (FRP), the CCSD or its designee shall implement the following measures:
- a. Implement soil stabilization and erosion prevention measures identified in the *Public Access and Management Plan* (RRM, 2003) for the Seacliff Gully and portions of the Bluff Trail.
 - b. Plans in conjunction with the Natural Resources Conservation Service (NRCS) shall be developed for the Warren/Trenton Gully.
 - c. The streambank restoration project along Santa Rosa Creek west of Highway 1 shall be monitored and evaluated to determine its effectiveness.
 - d. Additional restoration and bank stabilization efforts within Santa Rosa Creek shall be implemented based on consultation with the Natural Resource Conservation

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- Service (NRCS) or Resource Conservation District (RCD); additional regulatory agency consultation shall be implemented within federal and state jurisdictional areas including the California Department of Fish and Game (CDFG), Regional Water Quality Control Board (RWQCB), and Army Corps of Engineers (ACOE).
- e. Streambank restoration plans shall be developed to control bank erosion on the Santa Rosa Creek east bank upstream of the previously restored bank.
28. GEO/mm-3 Upon application for construction permits to the County of San Luis Obispo, prior to site disturbance, and during management of the Fiscalini Ranch Preserve (FRP), the CCSD or its designee shall implement the following measures:
 - a. Implement soil stabilization and erosion prevention measures identified in the *Public Access and Management Plan* (RRM, 2003).
 - b. If proposed, final design plans for the Creek to Ridge Trail shall demonstrate that the trail alignment is located over less steep areas, and shall include the use of water bars where needed.
 29. GEO/mm-4 Upon application for construction permits from the County of San Luis Obispo, and prior to site disturbance, for development of the Terrace to Ridge Trail and maintenance of the Creek to Ridge Trail, the CCSD or its designee shall implement appropriate construction methods (i.e., avoid saturated areas, install bridges or raised boardwalks, maintain drainage patterns, etc.) where trails cross wet, boggy areas below springs and seeps.
 30. GEO/mm-5 Upon application for construction permits from the County of San Luis Obispo, and prior to site disturbance, the CCSD or its designee shall prepare trail plans showing the use of boardwalks or engineered base along the trails where severely cracked soils are present. Any asphalt concrete pavement (if proposed) shall be designed with sufficient base material and depth to prevent effects of expansive soils. If construction of boardwalks or engineered base is not feasible, the CCSD or its designee shall prepare and implement a site specific maintenance plan to ensure safe trail surfaces. The plan shall identify the person(s) responsible and schedule for maintenance, and proposed activities for trail improvements.
 31. GEO/mm-8 Upon application for construction permits for the Santa Rosa Creek Trail, and prior to site disturbance, the CCSD or its designee shall implement the following measures:
 - a. Runoff from Highway 1 shall be conveyed away from the Santa Rosa Creek Trail by tightlining a drain pipe to the base of the stream bank.
 - b. For the portion of the trail crossing located under Highway 1, the trail design shall provide adequate head clearance for hikers, and a stable crossing over the rip-rap, pursuant to regulatory and responsible agency requirements, including but not limited to the California Department of Transportation and California Department of Fish and Game.
 32. GEO/mm-9 Upon application for construction permits to implement the *Community Park Master Plan* and prior to site disturbance, the CCSD or its designee shall consult with the County of San Luis Obispo to stabilize the offsite drainage swale in the vicinity of Piney Way. The applicant shall also implement the storm-drain system described in the *Community Park Master Plan Grading and Drainage Concept* (Firma, 2006) to capture runoff from both watersheds in this area and convey runoff across the site to

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Santa Rosa Creek. The condition of the hillside vegetation shall be monitored prior to finalizing plans for the storm-drain system.

33. GEO/mm-10 Upon application for construction permits from the County of San Luis Obispo, and prior to site disturbance, the CCSD or its designee shall retain a County-approved, qualified geologist to prepare and submit a Probabilistic Seismic Hazard Analysis. The analysis shall determine the design-basis earthquake parameters for the building sites proposed in the *Community Park Master Plan*. Recommendations and requirements presented in the analysis shall be incorporated into construction plans.
34. GEO/mm-11 Upon application for construction permits from the County of San Luis Obispo, and prior to site disturbance, the CCSD or its designee shall retain a County-approved, qualified geologist to prepare and submit a subsurface investigation of the site. The investigation report shall assess the potential for liquefaction. Building design parameters shall be based on the results of the subsurface investigation. Building foundations shall be founded on competent, native material, not subject to liquefaction.
35. GEO/mm-12 Prior to site disturbance and during management of the FRP, the CCSD, or its designee, shall implement stream bank restoration projects within Santa Rosa Creek. Restoration efforts shall be based on consultation with the Natural Resources Conservation Service and all other applicable resource agencies including the California Department of Fish and Game, Regional Water Quality Control Board, and Army Corps of Engineers.
36. HM/mm-1 Prior to application for construction permits, and prior to site disturbance, the CCSD shall coordinate with the Sheriff's Department to incorporate "Crime Prevention through Environmental Design" standards to the facility and amenity design, where applicable.
37. HM/mm-4 Upon application for a construction permit to develop the community park sports fields, the CCSD shall prepare an Integrated Pest Management (IPM) plan to reduce the need for fertilizers, herbicides, and other chemicals. IPM guidelines are provided by the State Green California Best Practices Manual (www.green.ca.gov). The plan shall include, but not be limited to, the following elements:
 - a. Cultural control, including the selection of disease-resistant plant varieties; proper irrigation, fertilization, and pruning; and planting at the right time of year.
 - b. Physical control, including changing physical conditions (i.e., temperature, light, or humidity) to prevent pest problems, such as using landscape fabric to shade out weeds and pruning dense plants to allow better air circulation and thus prevent disease.
 - c. Mechanical control, including managing pests through manual labor or simple objects, devices, or equipment such as using handheld propane flaming units that cook weeds, installing mowing strips and underlayments, and fastening copper bands around tree trunks or planters to exclude snails and slugs.
 - d. Biological control, including the use of beneficial organisms to reduce pest populations. Beneficial organisms include parasitic insects, and predaceous insects, mites, and spiders; bats; birds; amphibians and reptiles.

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- e. Reduced-risk pesticides don't endanger living organisms or the environment. Ideally, they break down easily, have narrow specificity, do not kill natural enemies, and do not volatilize around people. Examples of reduced-risk pesticides used for landscaping include the microbial insecticide, *Bacillus thuringiensis*, herbicides and insecticides that contain mint or clove oil, potassium bicarbonate for plant mildews, horticultural oil for sucking insects, and if absolutely necessary, spot-sprayed conventional herbicides.
38. HYD/mm-2 Upon application for construction permits from the County of San Luis Obispo, and prior to site disturbance for development of the East FRP, the CCSD or its designee shall submit preliminary grading and drainage plans incorporating the use of bioswales (or a similar method) to facilitate the flow of stormwater towards Santa Rosa Creek. The bioswales (or similar method) shall include best management practices to avoid erosion and scour, and shall include a method for filtering hydrocarbons, sediment and other potential pollutants from stormwater runoff.
 39. HYD/mm-3 Upon application for construction permits from the County of San Luis Obispo, and prior to site disturbance, the CCSD or its designee shall submit plans demonstrating that no buildings shall be located within the 100-year flood zone, or that any structures would be located one foot above the 100-year flood zone.
 40. N/mm-2 Upon application for construction permits from the County of San Luis Obispo, the CCSD or project developer shall submit a Noise Reduction Plan prepared by a qualified acoustical consultant for review and approval by the County Planning Department. The Noise Reduction Plan shall include but is not limited to the following standards:
 - a. Limit all phases of construction to the hours of 7:00 AM to 9:00 PM Monday through Friday as required by County ordinance;
 - b. Regular notification of all existing and future residences within 1,000 feet of the site boundary concerning the construction schedule;
 - c. Shield especially loud pieces of stationary construction equipment;
 - d. Locate portable generators, air compressors, etc. away from sensitive noise receptors;
 - e. Limit grouping major pieces of equipment operating in one area to the greatest extent feasible;
 - f. Place heavily trafficked areas such as the maintenance yard, equipment, tools, and other construction oriented operations in locations that would be the least disruptive to surrounding sensitive noise receptors;
 - g. Use newer equipment that is quieter and ensure that all equipment items have the manufacturers' recommended noise abatement measures, such as mufflers, engine covers, and engine vibration isolators intact and operational. Internal combustion engines used for any purpose on or related to the job shall be equipped with a muffler or baffle of a type recommended by the manufacturer;
 - h. Conduct worker-training meetings to educate and encourage noise awareness and sensitivity. This training should focus on worker conduct while in the vicinity of sensitive receptors (i.e., minimizing and locating the use of circular saws in areas adjacent to sensitive receptors and being mindful of shouting and the loud use of attention drawing language); and,
 - i. Notify surrounding residences in advance of the construction schedule when unavoidable construction noise and upcoming construction activities likely to produce an adverse noise environment are expected. Noticing shall provide phone number of the project manager, construction foreman, and any other pertinent project team members. This notice shall be given one week in advance, and at a minimum of one

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day in advance if anticipated activities have changed (i.e., notice in local publication, temporary signage postings, etc.). Project representative shall verbally notify all surrounding residential owners if one day advance notice is given.

41. N/mm-3 Upon application for a construction permits from the County of San Luis Obispo, the CCSD shall incorporate the following operational standards into the *Community Park Master Plan*:
 - a. All loudspeakers and or amplification of sound shall be prohibited.
 - b. The volume of any event should be limited to the immediate area of the event and shall not exceed a maximum noise level of 70 dBA as measured from the property line.
 - c. The CCSD shall avoid the use of gas-powered turf mowers, and shall encourage the use of electric mowers for turf maintenance.
42. PSU/mm-1 Upon application for construction permits, and prior to site disturbance for trail development, the trail system on the West FRP shall be clearly marked with signs denoting the trail name, number, and mileage from the trailhead to allow visitors to quickly and easily inform responders of their whereabouts in the event of an emergency. Signage shall be developed in accordance with the FRP signage plan, and in consultation with the Fire Chief.
43. PSU/mm-5 Upon application for construction permits and prior to site disturbance for trail development, the FRP sign program shall include signage stating the following, or similar language: "No fire of any kind shall be allowed on the FRP." Signage shall be placed within parking areas and at trailheads informing users of the rules and regulations pertaining to fire related hazards.
44. PSU/mm-7 Upon application for construction permits from the County for the Community Park on the East FRP, the CCSD or its designee shall submit a lighting plan showing the use of security lighting. Parking areas throughout the FRP shall be designed consistent with the County Sheriff's Department publication "Crime Prevention through Environmental Design" (CPTED) where applicable.
45. TC/mm-1 Upon application for construction permits from the County, and prior to site disturbance for trail improvements, the Master Plan shall include the installation of bike racks at selected trailheads at the boundary of the West FFRP to encourage alternative transportation methods. Selected trailheads shall include, but not be limited to, the Bluff Trail, Ridge Trail, Wallbridge Trail, and Santa Rosa Creek Trail.
46. TC/mm-4 Upon application for construction permits from the County, and prior to site disturbance for trail improvements, the Master Plan shall include a parking signage program in consultation with the County Public Works Department. The signage program shall guide visitors regarding appropriate parking, and shall be reviewed for concurrence by the Friends of the Fiscalini Ranch Preserve as part of the FRP signage plan.
47. TC/mm-5 Upon application for construction permits from the County, and prior to site disturbance to implement the *Community Park Master Plan*, the CCSD or its designee shall show the installation of bike racks within the Community Park on construction plans. The bike racks shall be installed upon the first phase of development.

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48. TC/mm-8 Upon application for construction permits from the County, the CCSD shall contribute to the North Coast Road Improvement Fund.
49. WS/mm-1 Upon application for construction permits from the County for development of sports fields, construction of restrooms, and installation of landscaping, and prior to site disturbance, the CCSD or project developer shall prepare plans showing the use of indoor and outdoor water conservation strategies and techniques to help offset the proposed anticipated water demand. These measures include but are not limited to:
 - a. Landscape plans shall show the extent of permeable and impervious landscape materials, the use of low-water use plant materials selected from an approved County plant list, and a landscape irrigation plan indicating the method for achieving low volume, high efficiency irrigation (i.e., drip irrigation systems with automatic controllers and auto rain shut-off devices).
 - b. If natural turf is proposed, the CCSD shall submit plans showing the use of an evaporative control system (or similar method) for irrigation.
 - c. Incorporate use of pit toilets or composting toilets in restrooms, portable restrooms, or closure of restrooms during drought periods.
 - d. Incorporate the use of hand sanitizers to avoid the use of water for restroom sinks.
50. WS/mm-3 Prior to CCSD Board approval of the *Community Park Master Plan*, if onsite wells are proposed for the water source, the CCSD shall identify which wells would be utilized (existing and/or proposed), consistent with the adopted Deed of Conservation Easement.
51. WS/mm-4 Prior to CCSD Board approval of construction plans for implementation of the *Community Park Master Plan*, if onsite wells are proposed for the water source, the CCSD shall develop plans for a new well from riparian water sources on the East FRP. Proposed plans shall be reviewed and approved by the Friends of the Fiscalini Ranch Preserve and State Coastal Conservancy, and the *Management Plan* shall be amended prior to well development. The well shall be designed to avoid stream flow impacts, and plans shall include a sanitary seal to a clay bed below the elevation of the creek bed, at least 20 feet in depth and a minimum of 150 feet from the creek bank. The well shall be pump tested during extended drought conditions (e.g., 75 percent or less of average rainfall for a minimum period of two years) to document whether there would be any potential effects to stream flow from during operation of the well. Use of on-site wells shall be prohibited if tests demonstrate any affect on stream-flow.
52. WS/mm-5 Upon application for construction permits from the County for development of the sports fields, if natural turf is proposed, the CCSD shall demonstrate how recycled water would be treated to ensure that it would not increase the groundwater salinity beyond background concentrations (e.g.; use of low pressure reverse osmosis as part of the recycled water effluent treatment process, onsite infrastructure plans demonstrating how treatment of irrigation water would occur to lower concentrations (250 parts per million) of sodium and chloride). The CCSD shall submit a proposed water monitoring and testing program to be conducted for the life of the project.

Conditions to be completed prior to issuance of a construction permit

Fees

53. **Prior to issuance of a construction permit**, the applicant shall pay all applicable school and public facilities fees.

Drainage

54. **Prior to issuance of any required construction permits**, the applicant shall provide evidence satisfactory to the Department of Planning and Building that the Army Corps of Engineers and the California Department of Fish and Game environmental permits have either been secured or that the regulatory agency has determined that their permit is not required.

Mitigation Measures

55. BIO/mm-2 Prior to construction, the CCSD or its designee shall prepare a project-specific environmental monitoring plan coordinated with mitigation measures within this EIR, and shall provide funding for a qualified environmental monitor for the construction phases of the project to ensure compliance with EIR mitigation measures, and any applicable agency permit conditions. The monitor shall be responsible for (1) ensuring that procedures for verifying compliance with environmental mitigations are followed; (2) lines of communication and reporting methods; (3) daily and weekly reporting of compliance; (4) construction crew training regarding environmentally sensitive areas; (5) authority to stop work; and (6) action to be taken in the event of non-compliance. Monitoring shall be at a frequency and duration determined by the affected agencies (e.g., Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Game, California Coastal Commission, and the County of San Luis Obispo).
56. BIO/mm-14 Prior to initiation of construction activities, including trail improvements requiring ground disturbance and/or use of heavy equipment, the CCSD or its designee shall retain a qualified biologist to conduct a pre-activity survey for active nests, dens, or burrows. The survey shall be conducted within 30 days prior to proposed site disturbance and construction activities. Results of the survey shall immediately be submitted to the CDFG as necessary. The survey report shall include the date of the survey, methods of inspection, and findings. Disturbance of any active nest, den, or burrow shall be prohibited.
- a. If active burrows of Monterey dusky-footed woodrats are found within proposed development areas during the survey, the biologist shall establish an appropriate buffer area to protect the nest(s). No site disturbance shall occur within the buffer area until a Memorandum of Understanding (MOU) is obtained from CDFG. An alternative to buffer area is to disassemble nests by hand outside of the nesting season (February through September) and allow the woodrats to leave the site.
 - b. If the pre-construction survey finds potential American badger dens, they shall be inspected to determine whether they are occupied. The survey shall cover the entire property, and shall examine both old and new dens. If potential badger dens are too long to completely inspect from the entrance, a fiber optic scope shall be used to examine the den to the end. If a fiber optic scope is not available, occupation of the den can be determined by partially obscuring the den entrance with sticks and leaves to indicate animal passage into and out of the den and dusting the den entrance with a fine layer of dust or tracking material for three consecutive nights and examining the following mornings for footprints. Inactive dens may be excavated by hand with a shovel to prevent re-use

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of dens during construction. If badgers are found in dens on the property between February and July, nursing young may be present. To avoid disturbance and the possibility of direct take of adults and nursing young, and to prevent badgers from becoming trapped in burrows during construction activity, no grading shall occur within 100 feet of active badger dens between February and July. If badger dens are found on the property during the pre-construction survey, the CDFG wildlife biologist for the area shall be contacted to review current allowable management practices.

57. BIO/mm-16 At least two weeks prior to start of trail or bridge construction within or adjacent to Santa Rosa Creek (within 100 feet), the CCSD shall retain a qualified biologist to conduct pre-construction surveys within the construction areas to determine the presence of special-status aquatic species. In the event that special-status species are observed within the project site, the appropriate agencies shall be contacted for further consultation. If any life stage of steelhead, California red-legged frog, tidewater goby, or Southwestern pond turtle is found and these individuals are likely to be killed or injured by work activities, the approved biologist(s) shall be allowed sufficient time to move them from the site before work activities begin. The biologist(s) shall relocate any steelhead, California red-legged frog, tidewater goby, or Southwestern pond turtle the shortest distance possible to a location that contains suitable habitat that will not be affected by the activities associated with the proposed project. The biologist(s) shall maintain detailed records of any individuals that are moved (i.e., size, coloration, any distinguishing features, photographs [digital preferred]) to assist him or her in determining whether translocated animals are returning to the point of capture. Only United States Fish and Wildlife Service, National Marine Fisheries Service, and California Department of Fish and Game-approved biologists working under proper permit authority shall participate in any activities associated with the capture, handling, and monitoring of steelhead, California red-legged frog, tidewater goby, or Southwestern pond turtle.
58. BIO/mm-17 Prior to construction, an approved biologist(s) shall conduct a training session for all construction personnel. At a minimum, the training shall include a description of steelhead, California red-legged frog, tidewater goby, and Southwestern pond turtle and their habitat; the specific measures that are being implemented to conserve the species for the current project; and the boundaries within which the project may be accomplished. Members of the construction crews shall understand all terms, constraints, and special conditions provided by, but not limited to, United States Fish and Wildlife Service, National Marine Fisheries Service, Army Corps of Engineers, California Department of Fish and Game, California Coastal Commission, and Regional Water Quality Control Board. Upon completion of this review and understanding, each construction crew member shall sign a worker training form. This form shall be provided with the completion report upon completion of project construction.
59. BIO/mm-23 Prior to any work within creek channels containing flowing water, a stream diversion and dewatering plan for each stream location shall be prepared and approved by National Marine Fisheries Service, Army Corps of Engineers, and California Department of Fish and Game, and the streambed within the work area shall be dewatered. The form and function of the diversion and all pumps included in the dewatering strategy shall be designed to ensure a dry work environment and minimize impacts to aquatic species. The stream diversion and dewatering effort shall be conducted under the direct and continuous supervision of a qualified biologist to ensure the proper form and function of the diversion.

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60. BIO/mm-25 Prior to construction, if construction activities, use of heavy equipment, or tree pruning or removal are scheduled to occur during the typical bird nesting season (February 15 to September 1) a qualified biologist shall be retained to conduct a preconstruction survey (approximately one week prior to construction) to determine presence/absence for tree-nesting birds within riparian corridors and woodland areas, and ground-nesting birds within annual grasslands onsite. If no nesting activities are detected within the proposed work area, noise-producing construction activities or tree removals may proceed. If nesting activity is confirmed during preconstruction nesting surveys or at any time during the monitoring of construction activities, work activities shall be delayed within 500 feet of active nests until the young birds have fledged and left the nest. In addition, the results of the surveys will be passed immediately to the California Department of Fish and Game, possibly with recommendations for buffer zone changes, as needed, around individual nests. Tree removal shall be monitored for nesting birds and documented by the biological monitor regardless of time of year.
61. BIO/mm-26 Prior to initiation of construction activities, including trail improvements requiring ground disturbance and/or use of heavy equipment, the CCSD or its designee shall retain a qualified wildlife biologist to conduct a pre-activity survey for burrowing owl. The survey shall be conducted within 30-days prior to site disturbance. If ground disturbing activities are delayed or suspended for more than 30 days after the preconstruction survey, the site shall be resurveyed. Results of the survey shall be documented in a report and shall include the date of the survey, methods of inspection, and findings. The report shall be submitted to the California Department of Fish and Game (CDFG). If no burrowing owls are found to occupy the site at that time, no further measures would be necessary unless burrowing owls are subsequently observed at the project site, in which case the following mitigation measure would be implemented.

If burrowing owls are found within the area proposed for disturbance, the CCSD or its designee shall immediately contact the CDFG and implement all measures identified in the "Staff Report for Mitigating Impacts to the Burrowing Owl" (CDFG, 1995), and any additional measures required by CDFG. Burrowing owl burrows shall be avoided. No disturbance shall occur within 50 meters of occupied burrowing owl burrows during the non-breeding season (September 1 through January 31) or within 75 meters during the breeding season (February 1 through August 31).
62. CULT/mm-3 Prior to site disturbance, the applicant shall retain a qualified archaeologist (approved by the CCSD and County Environmental Coordinator) and Native American to monitor all earth disturbing activities, per the approved monitoring plan. If any significant archaeological resources or human remains are found during monitoring, work shall stop within the immediate vicinity (precise area to be determined by the archaeologist in the field) of the resource until such time as the resource can be evaluated by an archaeologist and any other appropriate individuals. The applicant shall implement the mitigation as required by the Environmental Coordinator.
63. CULT/mm-7 Prior to site disturbance associated with the Creek to Forest Trail, Santa Rosa Creek Trail (west), and Creek to Ridge Trail, the applicant shall retain a qualified historical archaeologist (approved by the CCSD and County Environmental Coordinator) to monitor all earth disturbing activities, per the approved monitoring plan. If any significant archaeological resources or human remains are found during monitoring, work shall stop within the immediate vicinity (precise area to be determined by the archaeologist in the field) of the resource until such time as the resource can be evaluated by an archaeologist and any other appropriate individuals. The applicant shall implement the mitigation as required by the Environmental Coordinator.

Conditions to be completed during project construction

64. AES/mm-6 All maintenance work within the FRP shall comply with the visual appearance requirements of the various sections of the *Public Access and Management Plan*. Special attention shall be given to paint and finish colors, imported fill and surfacing materials, replacement plants, and soil disturbance.
65. AES/mm-9 During restoration activities associated with the Seacliff gully, all topsoil and fill material used for gully repair and exposed to view shall be similar in color and brightness to the soil of the adjacent native ground.
66. AQ/mm-2 Prior to site disturbance, the applicant shall:
 - a. Obtain a compliance review with the APCD prior to the initiation of any construction activities;
 - b. Provide a list of all heavy-duty construction equipment operating at the site to the APCD. The list shall include the make, model, engine size, and year of each piece of equipment. This compliance review will identify all equipment and operations requiring permits and will assist in the identification of suitable equipment for the catalyzed diesel particulate filter; and,
 - c. Apply for an Authority to Construct from the APCD.
67. AQ/mm-4 During construction, the applicant shall maintain monthly compliance checks throughout the construction phase, verifying that all equipment and operations continue to comply with the APCD requirements.
68. BIO/mm-5 To avoid erosion and downstream sedimentation, and to avoid impacts to aquatic species, no work within or immediately adjacent to on-site drainages (within fifty feet) shall occur during the rainy season (October 15 through April 30), unless authorized by an affected agency (e.g., Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Game, California Coastal Commission, and the County of San Luis Obispo).
69. BIO/mm-6 Equipment access and construction shall be conducted from the banks rather than from within creeks and drainages unless approved otherwise by 404/401/1602 permit conditions. No equipment shall be staged and no temporary placement of fill shall occur in creeks and drainages.
70. BIO/mm-7 Soil stockpiles shall not be placed in areas that have the potential for significant runoff during the rainy season. All project-related spills of hazardous materials within or adjacent to project sites shall be cleaned up immediately. Spill prevention and cleanup materials shall be on-site at all times during construction. Cleaning and refueling of equipment and vehicles shall occur only within designated staging areas. The staging areas shall conform to standard Best Management Practices applicable to attaining zero discharge of stormwater runoff. No maintenance, cleaning, or fueling of equipment shall occur within wetland or riparian areas, or within fifty feet of such areas. At a minimum, all project equipment and vehicles shall be checked and maintained on a daily basis to ensure proper operation and to avoid potential leaks or spills.
71. BIO/mm-8 Impacts to wetland or riparian habitats resulting from project construction shall be mitigated through restoration/enhancement of adjacent wetland and riparian areas at a minimum of a 2:1 ratio (two square feet of restored habitat for each square

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foot of disturbed habitat) or greater, or as required by any applicable state or federal permit. Restoration/enhancement shall consist of exotic species removal, revegetation with suitable native species (native to the FRP), and maintenance and monitoring of the enhanced areas per the conditions of agency permits obtained for the project. A Habitat Revegetation and Restoration Plan for the project shall be prepared in consultation with the California Department of Fish and Game and the Army Corps of Engineers. A qualified restoration biologist and/or horticulturalist approved by the CCSD shall be retained by the CCSD or its designee to prepare the Habitat Revegetation and Restoration Plan. The Plan shall include success criteria goals and a five-year monitoring schedule. The qualified biologist shall supervise site preparation, timing, species utilized, planting installation, maintenance, monitoring, and reporting of the revegetation/restoration efforts.

72. BIO/mm-9 Following completion of ground-disturbing activities within or immediately adjacent to riparian or wetland areas, all disturbed and barren areas shall be immediately revegetated with appropriate native vegetation to reduce the risk of erosion, per the requirements of the Habitat Revegetation and Restoration Plan and the Storm Water Pollution Prevention Plan. Areas experiencing temporary disturbance should be replanted with native species that are characteristic of habitats in the project site area.
73. BIO/mm-11 If disturbance of special-status plants or native habitats located on site cannot be completely avoided through design modification, impacts shall be quantified by number of individuals and by area disturbed, and a Rare Plant Mitigation Plan shall be prepared by a qualified biologist that specifically addresses impacts to and appropriate mitigation and conservation measures for those impacts. The Plan shall identify areas on the project site suitable for sensitive species habitat restoration and revegetation, and shall include planting methods, maintenance and monitoring requirements, and success criteria. Depending on the species at issue, measures may include preservation of areas containing significant populations, potential transplanting of individual plants, and plant propagation and revegetation within appropriate on-site habitats. Removal or pruning of Monterey pine trees required for hazard reduction or fire safety purposes shall not require mitigation under this measure, but pruning shall follow accepted procedures to avoid harm to the tree.
74. BIO/mm-12 A qualified biological monitor shall be retained consistent with BIO/mm-2 to ensure that remaining plants and habitats are not inadvertently disturbed during construction activities. Prior to any project-related ground disturbance, all contractors associated with the construction phases of the proposed project shall be trained by the biological monitor on the identification and biology of sensitive plant species and habitats known in the vicinity of the project area. Work areas should also be clearly delineated and flagged to limit vehicular and foot access to only those areas necessary for project completion. These areas should be designated by the biological monitor to avoid/discourage unnecessary damage to sensitive species and habitats within and near the project area.
75. BIO/mm-15 To the extent practicable, construction activities within or adjacent to Santa Rosa Creek (within 100 feet) shall be conducted during the dry season (May 15 through October 15).
76. BIO/mm-18 In order to minimize the possibility of injuring special-status species and other wildlife, herbaceous and small woody vegetation within the project impact area shall be removed by hand with portable motorized equipment (i.e., chainsaws, etc.), prior to the use of heavy equipment or machinery. A qualified biologist shall be on-site to provide clearance for special-status species immediately prior to vegetation removal

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activities. The biological monitor shall have general knowledge of the natural resources of the area and shall also be experienced in the identification of special-status wildlife species (e.g., California red-legged frog, western pond turtle). In the event of a red-legged frog take, the United States Fish and Wildlife Service shall be notified as soon as is reasonably possible. In the event of a steelhead take, National Marine Fisheries Service shall be contacted and the steelhead shall be removed from the project site and kept in a freezer until further direction from National Marine Fisheries Service.

77. BIO/mm-19 The number of access routes, size of staging areas, and the total area of activity shall be limited to the minimum necessary to achieve the project goal. Environmentally Sensitive Areas shall be established to confine access routes and construction areas to the minimum area necessary to complete construction and minimize the impact to steelhead, California red-legged frog, and Southwestern pond turtle habitat; this goal includes locating access routes and construction areas outside of wetlands and riparian areas to the maximum extent practicable.
78. BIO/mm-20 During project activities adjacent to Santa Rosa Creek, all trash that may attract predators shall be properly contained, removed from the work site, and disposed of regularly. Following construction, all trash and construction debris shall be removed from work areas.
79. BIO/mm-21 All refueling, maintenance, and staging of equipment and vehicles shall occur at designated locations at least 100 feet from riparian areas. Fueling locations shall have spill containment measures and materials present at all times. The monitor shall ensure contamination of habitat does not occur during such operations. All workers shall be informed of the importance of preventing spills and of the appropriate measures to take shall a spill occur.
80. BIO/mm-22 Project areas disturbed by construction shall be revegetated with an assemblage of native riparian, wetland, and upland vegetation native to the area. Locally collected plant materials shall be used to the extent practicable. Invasive non-native plants within disturbed areas shall be controlled to the maximum extent practicable.
81. BIO/mm-24 To control sedimentation during and after project implementation, the contractor shall implement Best Management Practices (BMPs) outlined in any authorizations or permits issued under the authorities of the Clean Water Act for the project. If BMPs are ineffective, the contractor shall attempt to remedy the situation immediately, in consultation with the environmental monitor and the CCSD.
82. CULT/mm-9 In the event archaeological or historical resources are unearthed or discovered during any construction activities, the following shall apply:
 - a. Construction activities shall cease, and the CCSD or its designee, the County Environmental Coordinator, and County Planning Department shall be notified so that the extent and location of discovered materials may be recorded by a qualified archaeologist or historian (as applicable), and disposition of artifacts may be accomplished in accordance with state and federal law.
 - b. In the event archaeological resources are found to include human remains, or in any other case when human remains are discovered during construction, the County Coroner is to be notified in addition to the CCSD,

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County Environmental Coordinator, and County Planning Department so proper disposition may be accomplished.

c. Implement CULT/mm-1 through CULT/mm-8 as applicable.

83. GEO/mm-7 Prior to site disturbance and during trail and resource management within the Fiscalini Ranch Preserve (FRP), the CCSD or its designee shall implement the following measures:
- a. Implement Santa Rosa Creek bank stabilization measures identified in the *Public Access and Management Plan* (RRM, 2003).
 - b. Streambank restoration plans shall be developed to control bank erosion on the Santa Rosa Creek east bank upstream of the previously restored bank.
84. HYD/mm-1 During restoration activities within the Seaclift Gully, soil stabilization measures shall be implemented to ensure that sedimentation or debris do not move downstream and reduce the drainage capacity of the 36-inch culvert beneath Windsor Boulevard.
85. N/mm-1 During construction activities, the use of equipment shall be limited to allowed work hours as defined in the existing *County Noise Ordinance*, 7:00 A.M. to 9:00 P.M. (Monday through Friday) and 8:00 A.M. to 5:00 P.M. (Saturday and Sunday).

Conditions to be completed prior to occupancy or final building inspection /establishment of the use

86. AES/mm-7 Upon implementation of the *Public Access and Management Plan*, short-term actions of phased improvements shall include the following concept:
- Install and maintain visual screen planting where feasible at areas identified in the *Management Plan* and subsequent visual assessments as areas likely to require screening in the future.
87. BIO/mm-27 For the life of the project, no vehicular parking shall be allowed on the Fiscalini Ranch Preserve, with the exception of: existing American Disabilities Act (ADA) parking located at the northern terminus of the Marine Terrace Trail / Bluff Trail; the existing turn-out at the Highway 1 staging area; parking included in the approved Community Park Master Plan on the East Fiscalini Ranch Preserve; and, maintenance and emergency vehicles and equipment.
88. CULT/mm-4 Upon completion of all monitoring/mitigation activities, the consulting archaeologist shall submit a report to the CCSD and County Environmental Coordinator summarizing all monitoring/mitigation activities and confirming that all recommended mitigation measures have been met.
89. CULT/mm-6 Upon implementation of proposed trail and amenity improvements, the CCSD or its designee shall implement a sign program for the protection of environmental resources. Signage shall include the following, or similar, language: "Please stay on designated trails. Disturbance of sensitive biological habitats and collection of artifacts such as arrowheads, old bottles, and other materials is extremely damaging". At a minimum, signage shall be placed at trailheads.

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90. CULT/mm-8 Upon completion of all monitoring/mitigation activities, the consulting historical archaeologist shall submit a report to the CCSD and County Environmental Coordinator summarizing all monitoring/mitigation activities and confirming that all recommended mitigation measures have been met.
91. GEO/mm-1 Any additional improvements or additions to the Bluff Trail shall be set back from the bluff top a minimum of 25 feet based on site investigations, Coastal Commission and San Luis Obispo County Department of Planning and Building requirements and guidelines, and to the extent feasible considering protection of wetland resources.
92. GEO/mm-6 The CCSD shall create a plan for evacuation based on the NWS warning guidance and the San Luis Obispo County *Tsunami Emergency Response Plan*. In the event of an anticipated tsunami, the CCSD or ranch manager shall post NWS warnings at each trailhead.
93. HM/mm-2 To reduce the potential for wildland fire, the CCSD shall implement the Fire Management and Prevention strategies included in the Management Plan, including, but not limited to:
 - a. Creating a defensible zone of 50-300 feet adjacent to the Lodge Hill neighborhood;
 - b. Prohibiting smoking and fires of any kind within the FRP;
 - c. Clearing dead standing trees, dense underbrush and tree limbs up to six feet above ground;
 - d. Posting red flags at staging areas to warn visitors to be careful extra vigilant periods of high fire hazards; and,
 - e. Coordinating all ranch maintenance activities with the CFD.
94. HM/mm-3 Prior to operation of the community park, the CCSD shall submit a Hazardous Materials Business Plan to the County Division of Environmental Health.
95. PSU/mm-2 Trails proposed for emergency access, including the Marine Terrace Trail and Santa Rosa Creek (West) Trail shall be maintained to ensure function and emergency access throughout the FRP.
96. PSU/mm-3 The Cambria CSD Fire Department shall use existing vehicles and trucks capable of carrying rescue personnel and their equipment as well as individual victims, throughout the FRP.
97. PSU/mm-4 Immediately following use of an emergency vehicle on non-emergency access roads on the FRP, the FRP manager shall inspect the trail and implement erosion control measures and site restoration as necessary.
98. PSU/mm-6 The Cambria CSD Fire Department shall continue to engage in annual fuel reduction activities, especially in the urban/wildland interface areas on the north and boundaries of the West FRP, as outlined in the *Public Access and Resource Management Plan*.
99. PSU/mm-8 Turn-outs and other areas not approved for vehicle parking shall be appropriately signed to inform visitors of the no camping and no parking limitations of the FRP.

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100. PSU/mm-9 During management of the FRP, the CCSD or ranch manager shall monitor trash quantity and determine if additional trash and recycling receptacles and trash pick-up days are necessary. Trash receptacles shall be placed at major trailheads at the boundary of the ranch, and adjacent to all parking areas.
101. TC/mm-2 The CCSD or FRP Manager shall continue to coordinate with the Cambria Trolley service to determine appropriate days of service and trolley stop locations on and in the immediate vicinity of the West FRP.
102. TC/mm-3 Upon preparation of informational publications regarding the West FRP, the CCSD shall include a description of and encourage alternative transportation methods to access the FRP, including trolley stops, bicycle routes, and pedestrian walkways.
103. TC/mm-6 During operation of the sports fields, the CCSD shall implement a field rotation program. The program shall ensure that during organized sporting events, no more than four sports fields are in operation at one time.
104. Landscaping in accordance with the approved landscaping plan shall be installed or bonded for before final building inspection / establishment of the use. If bonded for, landscaping shall be installed within 60 days after final building. All landscaping shall be maintained in a viable condition in perpetuity.
105. **Prior to occupancy or final inspection**, whichever occurs first, the applicant shall obtain final inspection and approval from CDF of all required fire/life safety measures.
106. **Prior to occupancy of any structure associated with this approval**, the applicant shall contact the Department of Planning and Building to have the site inspected for compliance with the conditions of this approval.

On-going conditions of approval (valid for the life of the project)

Roads

107. **On-going condition of approval (valid for the life of the project)**, and in accordance with County Code Section 13.08, no activities associated with this permit shall be allowed to occur within the public right-of-way including, but not limited to, project signage; tree planting; fences; etc without a valid Encroachment Permit issued by the Department of Public Works.
108. **On-going condition of approval (valid for the life of the project)**, the CCSD shall be responsible for operation and maintenance of public road frontage sidewalks, landscaping, street lighting, parking lots and pedestrian amenities in a viable condition and on a continuing basis into perpetuity or until specifically accepted for maintenance by another public agency.
109. **On-going condition of approval (valid for the life of the project)**, Individual traffic impacting improvements (not limited to but including: parking lots, parking spaces, pedestrian amenities alongside roadways), shall require a Traffic Engineer's Report to establish necessary mitigations unless waived by the County Public Works Director.

Fees

110. **On-going condition of approval (valid for the life of the project)**, and in accordance with Title 13.01 of the County Code the applicant shall be responsible for paying to the

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Department of Public Works the appropriate North Coast Road Improvement Fees for each future building permitted in the amount prevailing at the time of payment.

Drainage

111. **On-going condition of approval (valid for the life of the project)**, the project's various developments shall comply with the requirements of the National Pollutant Discharge Elimination System Phase I and / or Phase II storm water program and the County's Storm Water Pollution Control and Discharge Ordinance, Title 8, Section 8.68 et sec.

Equestrian usage

112. A. Equestrians are limited by the Management Plan to using the following trails: Marine Terrace (2), Ridge (3), Creek to Forest (7), West Santa Rosa Creek (8), and Creek to Ridge (9) Trails. The number of equestrians using the Fiscalini Ranch Preserve cannot exceed 6 per day not to exceed 12 per week. Equestrians shall not ride in the creek or within riparian areas. There shall be no off trail riding or crossing beneath Highway 1. All trails shall include signage to notify users of these restrictions.
- B. The applicant shall submit for Planning Department approval a revised trail plan consistent with the changes as shown on exhibit D presented at the Planning Commission hearing.
- C. County approved barriers shall be installed on either side of Santa Rosa creek to prevent equestrian use in the creek.

General

113. Annual monitoring reports shall be submitted to the County Planning Department consistent with the mitigation measures.
114. CCSD will provide adequate timely notification to the County and the public before projects commence by including them on the CCSD Board of Directors agenda.
115. This land use permit is a phased project as described in condition 1. The land use permit is considered to be vested once a construction permit has been issued and substantial site work has been completed within the time period outlined in Condition 1. In this case, this land use permit is considered to be vested once one of the projects (not listed as "complete") from Table A is implemented and constructed.
116. All conditions of this approval shall be strictly adhered to, within the time frames specified, and in an on-going manner for the life of the project. Failure to comply with these conditions of approval may result in an immediate enforcement action by the Department of Planning and Building. If it is determined that violation(s) of these conditions of approval have occurred, or are occurring, this approval may be revoked pursuant to Section 23.10.160 of the Land Use Ordinance.



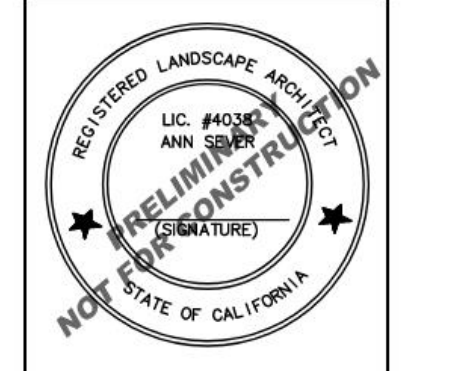
CONCEPTUAL ADA PATH NOTES

1. THE ALIGNMENT AND ELEVATIONS SHOWN ARE SUITABLE FOR CONCEPTUAL EVALUATION AND WILL NEED ADJUSTMENTS WHEN CONSTRUCTION DRAWINGS ARE PREPARED BASED ON SURVEYED TOPOGRAPHY.
2. TOPOGRAPHIC INFORMATION SHOWN WAS PROVIDED BY OTHERS BASED ON A GPS DRONE FLIGHT AND IS NOT BASED ON SURVEY.
3. THIS CONCEPTUAL LAYOUT ASSUMES THAT THE BOARDWALK WILL BE CONSTRUCTED ABOVE OF THE EXISTING GRADE AND THAT EXISTING DRAINAGE PATTERNS WILL BE MAINTAINED BELOW THE BOARDWALK.
4. THE MAJORITY OF THE NEW BOARDWALK WILL BE APPROXIMATELY 12" ABOVE GRADE EXCEPT WHERE IT MEETS WITH THE EXISTING GRAVEL FIRE ROAD AND WHERE NOTED ON THE PLAN.
5. THE DETAIL BELOW IS TO ASSIST IN DEFINING THE CONCEPT USED IN DEVELOPING THE BOARDWALK LAYOUT.
6. THE ESHA AREAS DISTURBED BY THE BOARDWALK (APPROXIMATELY 400 SQ FT) WILL NEED TO BE MITIGATED FOR. IT IS ASSUMED THAT AREAS IN THE EXISTING DIRT PATH THAT IS BEING ABANDONED WILL SERVE AS MITIGATION AREAS.
7. THE TOTAL LENGTH OF THE CONCEPTUAL BOARDWALK IS APPROXIMATELY 1,070-FEET AND THE WIDTH IS 6-FEET.
8. TO MEET ADA REQUIREMENTS THE BOARDWALK MUST BE A MINIMUM OF 4-FOOT CLEAR WIDTH, AND CONSTRUCTED OF SURFACING THAT MEETS CALIFORNIA ACCESSIBLE STANDARDS, INCLUDING:
 - FIRM AND UNYIELDING
 - SLIP RESISTANT
 - HORIZONTAL GAPS LESS THAN 1/2-INCH MAXIMUM IN THE DIRECTION OF TRAVEL
 - VERTICAL STEPS BETWEEN PLANKS LESS THAN 1/4-INCH
 - DIRECTION OF TRAVEL SLOPE NO MORE THAN 4.5%
 - CROSS SLOPE NO MORE THAN 1.5%
9. REFER TO THE FISCALINI RANCH MANAGEMENT PLAN FOR THE OVERALL SITE ACCESSIBILITY PLAN.



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 DATE SIGNED _____

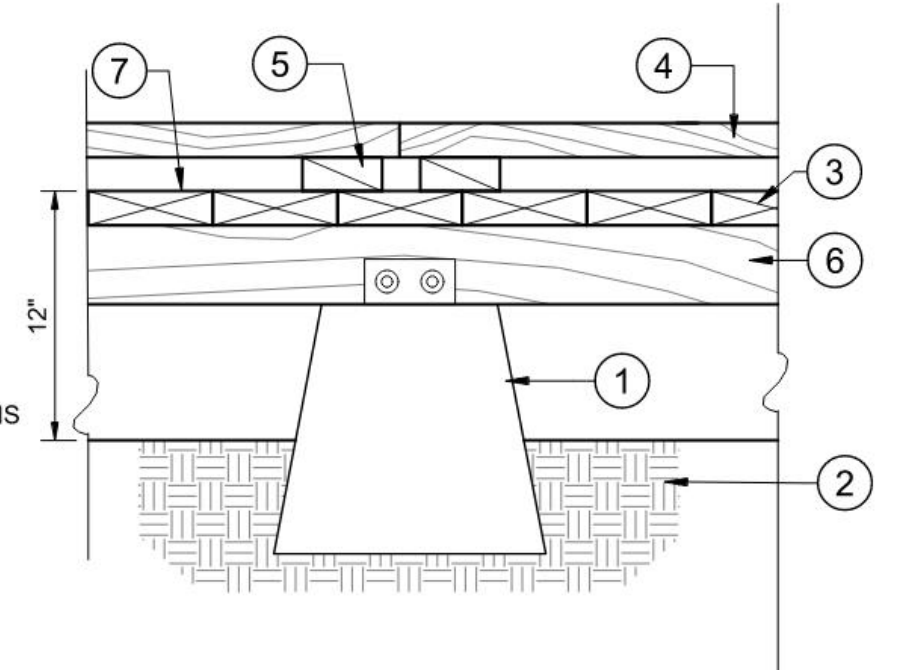
These plans and specifications, and the ideas and designs incorporated herein, are instruments of service prepared for the construction of work shown hereon and shall not be used in whole or in part for any other project without written authority of Wallace Group, a California Corporation.
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SITE DEVELOPMENT

SYMBOL	NOTES	QTY
	EXISTING ESHA AREA - BIOLOGIST MAPPED	310,214 sf

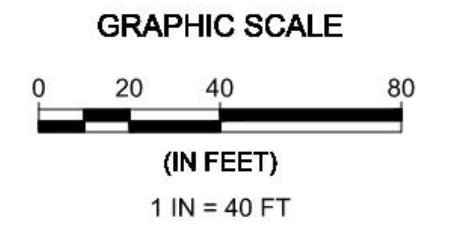
LEGEND

- 1 11" TALL CONCRETE PIER - BURY 5" INTO EXISTING GRADE
- 2 EXISTING GRADE, MINIMIZE DISTURBANCE
- 3 2X6 DECKING, REFER TO MATERIALS SCHEDULE AND PLANS
- 4 2X4 RAIL LOCATE ALONG OUTSIDE EDGES OF BOARDWALK
- 5 2X4X4 BLOCK - ONE EACH END OF RAILS
- 6 4x4 BEAM @ 36" O.C. MAX., PRESSURE TREATED DOUGLAS FIR
- 7 WALKING SURFACE OF BOARDWALK



- NOTES:
 A. ALL DECKING TO BE SECURED WITH HIDDEN FASTENING SYSTEM.
 B. ALL HARDWARE SHALL BE HOT-DIPPED GALVANIZED
 C. REFER TO PLAN FOR BOARDWALK DIMENSIONS
 D. NOMINAL DIMENSIONS ARE INDICATED FOR FINISH LUMBER BASED ON U.S. LUMBER SIZES. SUBMIT SHOP DWGS. TO MEET DESIGN REQUIREMENTS SHOWN USING LUMBER SIZES EQUIVALENT TO OR STRONGER THAN U.S. LUMBER SIZES SUCH AS REDWOOD OR CEDAR

1 12" RAISED BOARDWALK
 1 1/2" = 1'-0"
 063016.13-04



**FRIENDS OF THE FISCALINI RANCH
 ADA CONNECTOR BOARDWALK
 CONCEPTUAL LAYOUT**

JOB #: 1659-0001
 DESIGNER: CAC
 DRAWN BY: EAS
 DATE: 10/8/2021
DRAWING NO.
 L-1
 1 OF 1 SHEETS



PLAN REVIEW STATUS: Requires Re-submit	PRINT DATE: 09/13/2023
APPLICANT: CAMBRIA COMMUNITY SERVICES DISTRICT	OCCUPANCY: U Utility/Misc Structures
FIRE SPRINKLERS: N/A	CONSTRUCTION TYPE: V-B
SEISMIC DESIGN: N/A	FIRE SEVERITY ZONE: N/A
WASTE WATER: N/A	NUMBER OF STORIES: N/A
DESCRIPTION: Commercial New Structure, Bridge	

BOARDWALK FOR "FISCALINI RANCH PRESERVE" (1215 LF) ABANDON PORTION OF EXISTING EARTHEN TRAIL, WITH ACCESSIBILITY

Applicable Ordinances and Codes

County Building and Construction Ordinance - Title 19	County Coastal Zone Land Use Ordinance - Title 23
County Land Use Ordinance - Title 22	County Fire Code Ordinance - Title 16
2022 California Code of Regulations Title 24	

Instructions

- Please refer to the following plan review comments for items requiring changes or clarification. This list includes comments from all applicable reviewing agencies. This may not be a complete list of comments, depending on the level of completeness of the submitted plans - incomplete plans may generate additional comments upon resubmittal. All changes to the plans shall be "cloud and delta".
- The initial building plan review fee covers the costs of Submittal #1 and Submittal #2. If further comments are required on Submittal #3 or further subsequent reviews, additional plan review fees will be charged at the current adopted fee for plan review per hour until the plans are ultimately approved.
- Indicate if you have made any design changes to your original plans that are **NOT** a result of the following comments on this list (check one):

YES* NO

***If YES, complete a "Change Order to Permit Application" form.**

Planning Reviewers

Planning Review

For questions, please contact Ana Luvera at aluvera@co.slo.ca.us or 805-781-5600

1. See comments.

Pursuant to the approved Modification letter MOD2022-00050, Special Requirement item 2., please include a copy of the approved Modification Letter printed on the construction drawings (not attached).

This is the only outstanding correction item at this time, however, please refer to the planning conditions which requires prior to issuance of the permit that the indemnification condition be implemented between the County and Applicant.

Conditions of Approval

Legend - Description of Letter Code in Condition Title

C = Due at or before the plan correction return **I** = Due at or before permit issuance **S** = Required at or before foundation inspection
R = Required at or before framing inspection **F** = Required before final inspection

Prior to Corrections

Status

BLD-Floor Plan for Assessor-C

NOT MET

The scale copy shall be in sufficient detail to allow the assessor to determine the square footage of the building and, in the case of a residential building, the intended use of each room. Any change orders made during the construction process, which require the submittal of a plan set by the property owner, require a copy to be provided to the Assessor.

BLD-P.W. Stormwater Waiver-C

NOT MET

This project is subject to post-construction stormwater requirements (PCRs) due to its location within an MS4 storm water management area. However, < 2,500 sf of impervious area added or replaced.

Please fill out and sign the Public Works PCRs Waiver Request Form. You may find the form on our website: (<https://www.slocounty.ca.gov/Departments/Public-Works/Forms-Documents/Development-Services/Drainage,-Flood,-And-Stormwater.aspx>)

You may email the completed form to Christina Hinson at Public Works (chinson@co.slo.ca.us) to satisfy this condition.

BLD-Consent of Owner-C

MET

Written consent of the land owner or proof of ownership is required prior to issuance of permit.

Note: A copy of the property owner's driver's license, form notarization, or other acceptable verification is required to be presented when the permit application is submitted to verify the property owner's signature.

Prior to Issuance

Status

BLD-Biological Easement-I

NOT MET

Prior to Issuance**Status**

Please disregard stock condition name "BLD-Biological Easement - I Prior to issuance", the Indemnification Condition shall be implemented between the County and the Applicant.

3. Indemnification, the applicant shall, as a condition of approval of this land use permit application, defend, hold harmless and indemnify, at his or her sole expense (including attorney's fees, with Counsel approved by the County), any action brought against the County of San Luis Obispo, its present or former officers, agents, or employees, by a third party challenging either its decision to approve this land use permit or the manner in which the County is interpreting or enforcing the conditions of this land use permit, or any other action by a third party relating to approval or implementation of this land use permit. The applicant shall reimburse the County for any court costs and attorney fees that the County may be required by a court to pay as a result of such action, but such participation shall not relieve the applicant of his obligation under this condition. Upon request of the County, the applicant shall also enter into a separate agreement with the County (the "Indemnity Agreement"), in a form approved by County Counsel, agreeing to defend, indemnify, save and hold harmless the County, its present or former officers, agents, or employees, against actions by a third party challenging either its decision to approve this land use permit or the manner in which the County is interpreting or enforcing the conditions of this land use permit, or any other action by a third party relating to or arising out of the approval or implementation of this land use permit. The agreement shall provide that the applicant will indemnify the County and reimburse it for any costs and/or attorney's fees which the County incurs as a result of such action, and that the County's participation or non-participation in any such litigation shall not relieve the applicant of his or her obligations under this condition or the agreement. The applicant shall also provide sufficient guarantees for the obligations hereunder as determined by County Counsel. Any violation of this condition, including the applicant's failure to execute the Indemnity Agreement or breach thereof, or failure to provide sufficient guarantees, is grounds for the County to rescind and/or revoke its approval of this land use permit. These defense and indemnity obligations shall survive any rescission, revocation and/or set aside of this land use permit.

BLD-CWMP-Recycling Review-I**NOT MET**

A Construction Waste Management Plan will need to be submitted for your project, 75% of your construction waste will need to be recycled at an IWMA approved facility or provide the detailed Form for recycling.

BLD-Owner/Builder Verification-I**NOT MET**

Owner must read the Owner/Builder Notice, complete and submit the Owner/Builder Verification Form PRIOR to permit being issued - UNLESS the permit is being issued to a licensed contractor.

BLD-Verify Contractor's License-I**NOT MET**

Verify Contractor's License-I

Prior to Final**Status****BLD-CWMP Recycle Compliance-F****NOT MET**

PRIOR to the final building inspection, the permittee must provide documentation to show compliance with the 75% recycling requirement. To avoid delaying Final Approval, submit ORIGINAL waste handling and recycling receipts at least 7 working days prior to requesting a Final Inspection. Questions may be directed to Michael Byrd at (805) 781-1537. Failure to provide all receipts or to achieve the 75% recycling requirement will prevent the finaling of your project. You can email the receipts to pl_building-recyclingreceipts@co.slo.ca.us. Please be aware they will need to be readable, clear, and preferably in PDF format, otherwise a printed copy will be needed. Printed copies may be mailed or hand delivered to 976 Osos St., RM 300, San Luis Obispo, CA 93408. Permit number must be included, or receipts will be discarded.

BLD-Dev. Review Inspection-F**NOT MET**

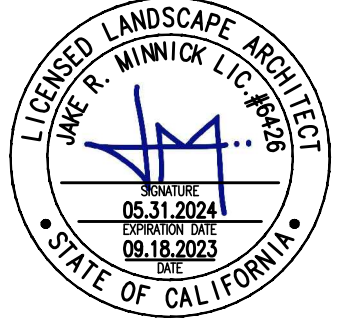
Prior to final building inspection, the applicant shall demonstrate compliance with the conditions of approval associated with MUP DRC2010-0026 as well as the approved MOD, MOD2022-00050, special requirements 1-3 including the Indemnification requirement. Compliance can be demonstrated through a combination of documentation that conditions/mitigation measures have been completed (i.e., pre-construction surveys, proof of contracts with qualified individuals, completion reports, as well as providing pre and post photos to the project planner, Ana Luvera, via email at aluvera@co.slo.ca.us demonstrating compliance with the land use entitlement/permit conditions of approval and any mitigation measures, and with the approved project plans. An in-person site inspection by the project planner may be deemed necessary if site compliance cannot be determined from site photos and other support materials supplied by the applicant/agent/contractor.

FISCALINI RANCH PRESERVE LINKING BOARDWALK

CAMBRIA, CA



rrm
design
group
rrmdesign.com | (805) 543-1794
3765 SOUTH HIGUERA STREET, SUITE 102
SAN LUIS OBISPO, CA 93401
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RRM IS A CALIFORNIA CORPORATION



PROJECT DIRECTORY

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GEO-TECHNICAL ENGINEER
GeoSolutions, Inc.
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San Luis Obispo, CA, 93401
Craig Crozier - kcrozier@geosolutions.net

PROJECT DESCRIPTION

- THE PROJECT GENERALLY CONSISTS OF THE CONSTRUCTION OF APPROXIMATELY 1,215 LINEAR FEET OF NEW WOODEN BOARDWALK AND ABANDONMENT OF A PORTION OF EXISTING EARTHEN TRAIL THIS BOARDWALK IS DESIGNED TO REPLACE. THE PROPOSED BOARDWALK IS DESIGNED TO COMPLY WITH CURRENT ACCESSIBILITY CODES TO THE EXTENT FEASIBLE. PULL-OFF AREAS ARE PROPOSED IN APPROXIMATELY EQUALLY SPACED INTERVALS AND ARE DESIGNED FOR TRAIL USERS TO REST AS THEY TRAVERSE THE BOARDWALK.
- ALL IMPROVEMENTS SHALL MEET THE 2022 CALIFORNIA BUILDING CODE

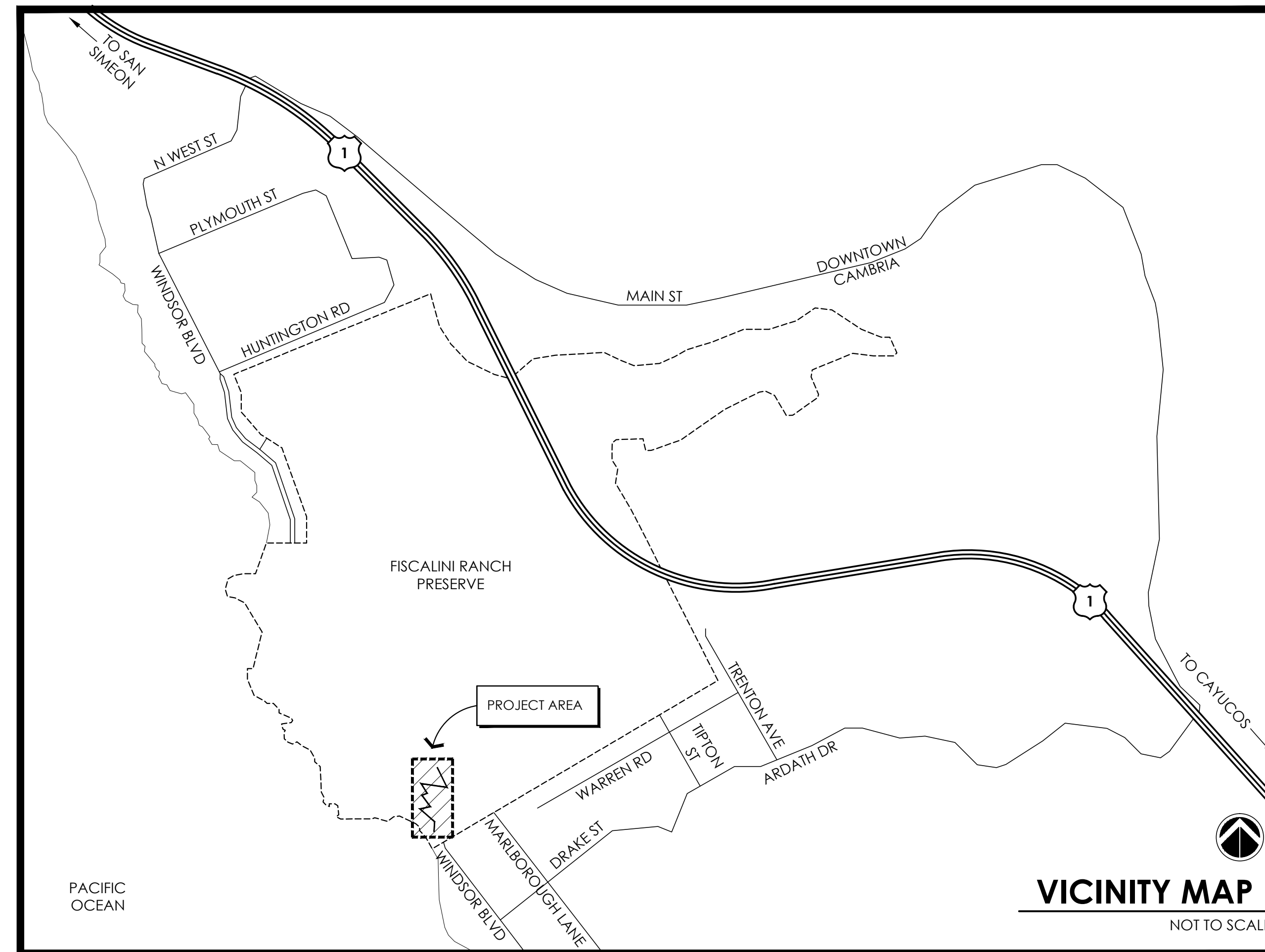
NOTES

- THE APPROVAL OF THESE PLANS AND SPECIFICATIONS DOES NOT PERMIT THE VIOLATION OF ANY SECTION OF THE BUILDING CODE, MUNICIPAL ORDINANCES, OR STATE LAWS.
- THESE PLANS AND RELATED DOCUMENTS MUST BE AVAILABLE AT THE JOB SITE DURING AT ALL TIMES DURING CONSTRUCTION.

DIG ALERT
DIAL TOLL FREE



**AT LEAST 2 DAYS
BEFORE YOU DIG**



SHEET INDEX

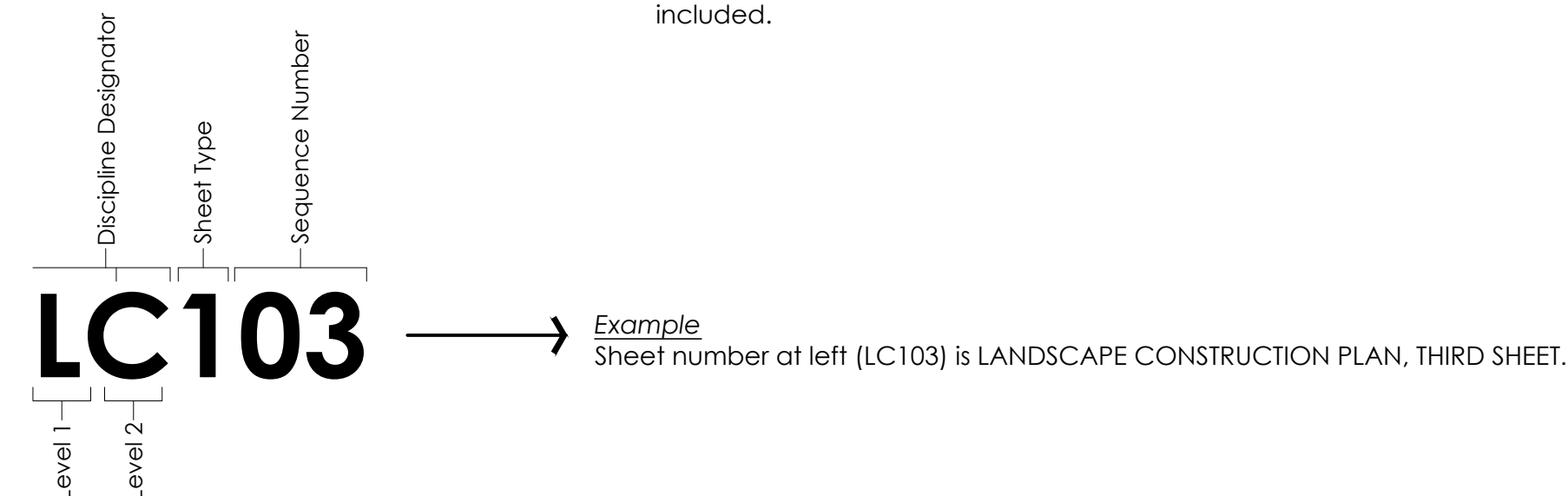
G001	TITLE SHEET
G002	GENERAL NOTES AND ABBREVIATIONS
G003	PROJECT CONDITIONS OF APPROVAL
G004	PROJECT CONDITIONS OF APPROVAL
G005	CONSTRUCTION STAGING AND ACCESS ROUTE
G006	PROJECT SUBSTANTIAL CONFORMANCE DETERMINATION
LC100	SITE REFERENCE PLAN
LC101	CONSTRUCTION PLAN
LC102	CONSTRUCTION PLAN
LC103	CONSTRUCTION PLAN
LC501	CONSTRUCTION DETAILS
LC502	CONSTRUCTION DETAILS
L-701	LANDSCAPE SPECIFICATIONS

KEY TO SHEET NUMBERING

DRAWING SHEET NUMBERING AND ORGANIZATION IS ADAPTED FROM THE UNITED STATES NATIONAL CAD STANDARD.

DISCIPLINE DESIGNATORS - LEVEL 1 (Partial List)		DISCIPLINE DESIGNATORS - LEVEL 2 (Partial List)		SHEET TYPES	
G	General	D	Demolition	0	General: Symbol legend, abbreviations, general notes.
R	Resource (Existing Conditions)	S	Site	1	Plans
H	Hazardous Materials	G	Grading	2	Elevations
V	Survey/Mapping	E	Erosion Control	3	Sections
B	Geotechnical	U	Utilities	4	Large Scale Drawings: plans, elevations, sections (not details)
C	Civil	C	Construction	5	Details
L	Landscape	I	Irrigation	6	Schedules and Diagrams
S	Structural	P	Planting	7	User Defined
A	Architectural	L	Lighting	8	User Defined
E	Electrical	W	Stormwater	9	3D Drawings: isometric, perspective, photos
Z	Contractor/Shop Drawings	H	Horizontal Control		

Dash is substituted when Level 2 is not included.



**FISCALINI RANCH PRESERVE
LINKING BOARDWALK**

TITLE SHEET

NO.	REVISION	DATE
△	PLAN CHECK 1	09/18/23
△		
△		
△		
△		
△		

PROJECT MANAGER	
JM	
DRAWN BY	CHECKED BY
DK	JM
DATE	
SEPTEMBER 18, 2023	
PROJECT NUMBER	
2938-01-RC22	
SHEET	
G001	

ABBREVIATIONS

&	AND	LT	LEFT
@	AT	LGHT	LIGHT
⊕	CENTERLINE	MAS	MASONRY
∅	DIAMETER OR ROUND	MATL	MATERIAL
#	POUND OR NUMBER	MAX	MAXIMUM
()	EXISTING DATA	MECH	MECHANICAL
N	NORTH	MED	MEDIUM
S	SOUTH	MET	METAL
W	WEST	MFCR	MANUFACTURER
E	EAST	MH	MAN HOLE
NW	NORTHWEST	MIN	MINIMUM
NE	NORTHEAST	MISC	MISCELLANEOUS
SW	SOUTHWEST	MTR	METER
SE	SOUTHEAST	NIC	NOT IN CONTRACT
AB	AGGREGATE BASE	NO	NUMBER
AC	ASPHALT CONCRETE	NOM	NOMINAL
ACP	ASBESTOS CEMENT PIPE	NTS	NOT TO SCALE
AD	AREA DRAIN	OC	ON CENTER
ADJ	ADJACENT	OD	OUTSIDE DIAMETER
ALT	ALTERNATE	OG	ORIGINAL GROUND
APPROX	APPROXIMATE	P	TOP OF CONCRETE OR A.C.
ARCH	ARCHITECT(URAL)	PAVING	PAVING
BC	BEGINNING OF CURVE	P/A	PLANTER AREA
BCR	BEGINNING OF CURB RETURN	PAR	PARALLEL
BLDG	BUILDING	PC	PROPERTY CORNER
BM	BENCH MARK	PCC	POINT OF COMPOUND CURVATURE
BO	BLOW OFF	PERF	PERFORATE (D)
BOT	BOTTOM	PERP	PERPENDICULAR
BR	TOP OF BRICK PAVERS	PK	PARKING
BW	BOTH WAYS	P/L	PROPERTY LINE
C	TOP OF CONCRETE	POC	POINT OF CONNECTION
CB	CATCH BASIN	PROP	PROPOSED
CF	CUBIC FOOT	PP	POWER POLE
CI	CAST IRON	PRC	POINT OF REVERSE CURVATURE
CIP	CAST IRON PIPE	PRKG	PARKING
CIPC	CAST-IN-PLACE CONCRETE	PROP	PROPERTY
CJ	CONTROL JOINT	PT	POINT
CMU	CONCRETE MASONRY UNIT	PTDF	PRESSURE TREATED DOUGLAS FIR
CO	CLEAN OUT	PTL	PRESSURE TREATED LUMBER
COL	COLUMN	PUE	PUBLIC UTILITIES EASEMENT
CONC	CONCRETE	PVC	POLYVINYL CHLORIDE
CONST	CONSTRUCT/CONSTRUCTION	PVMT	PAVEMENT
CONT	CONTINUOUS	R	RIDGE
CONTR	CONTRACTOR	RAD	RADIUS
COR	CORNER	RCP	REINFORCED CONCRETE PIPE
CR	CROWN	RDR	ROOF DRAIN
CY	CUBIC YARD	RDWD	REDWOOD
D	DRAIN	REBAR	REINFORCING BAR
DA	DRIVE APPROACH	REF	REFERENCE
DEM	DEMOLISH, DEMOLITION	REQD	REQUIRED
DET	DETAIL	REM	REMOVE
DF	DRINKING FOUNTAIN	REQ'D	REQUIRED
DI	DRAIN OR DROP INLET	REV	REVISION
DIA	DIAMETER	RP	RADIUS POINT
DIAG	DIAGONAL	RR	RAILROAD
DIM	DIMENSION	RT	RIGHT
DIP	DUCTILE IRON PIPE	R/W	RIGHT OF WAY
DWG	DRAWING	RWL	RAINWATER LEADER
EA	EACH	SD	STORM DRAIN
EC	END OF CURVE	SDMH	STORM DRAIN MANHOLE
ECR	END OF CURB RETURN	SEC	SECTION
EJ	EXPANSION JOINT	SERV	SERVICE
ELEV	ELEVATION	SF	SQUARE FOOT
ENCL	ENCLOSURE	SHT	SHEET
EP	EDGE OF PAVEMENT	SIM	SIMILAR
EQ	EQUAL	SPEC	SPECIFICATION
EQUIP	EQUIPMENT	SPECS	SPECIFICATIONS
ETW	EDGE OF TRAVEL WAY	SQ	SQUARE
EFW	ENGINEERED WOOD FIBER	SS	SANITARY SEWER
EXIST	EXISTING	SSMH	SANITARY SEWER MANHOLE
(E)	EXISTING	SSDMH	SANITARY SEWER DROP MANHOLE
FAB	FABRICATION	STA	STATION
FBO	FURNISHED BY OTHERS	STD	STANDARD
FD	FOUND	STL	STEEL
FES	FLARED END SECTION	STRUCT	STRUCTURAL
FF	FINISHED FLOOR ELEVATION	SW	SWALE
FG	FINISHED GRADE	SYM	SYMMETRICAL
FH	FIRE HYDRANT	T&B	TOP AND BOTTOM
FL	FLOW LINE	TBM	TEMPORARY BENCH MARK
FNC	FENCE	TC	TOP OF CURB
FOC	FACE OF CONCRETE	TD	TOP OF DIKE
FOF	FACE OF FINISH	TEL	TELEPHONE
FOM	FACE OF MASONRY	TEMP	TEMPORARY
FOS	FACE OF STUDS	TER	TOP OF EAST RAIL
FTG	FOOTING	TF	TOP OF FOOTING
GA	GAUGE	THK	THICK(NESS)
GALV	GALVANIZED	TM	TOP OF MOW STRIP
GB	GRADE BREAK	TOM	TOP OF MASONRY
GC	GRADE CHANGE	TOS	TOP OF STEEL
GR	TOP OF GRATE	TNR	TOP OF NORTH RAIL
GV	GATE VALVE	TR	TOP OF RAIL
HORIZ	HORIZONTAL	TSL	TOP OF SLAB
HP	HINGE POINT	TSR	TOP OF SOUTH RAIL
HPT	HIGH POINT	TW	TOP OF WALL
HW	HEADWALL	TWR	TOP OF WEST RAIL
HWL	HIGH WATER LINE	TYP	TYPICAL
HOR	HORIZONTAL	UGD	UNDERGROUND
HT	HEIGHT	UNO	UNLESS NOTED OTHERWISE
ID	INSIDE DIAMETER	VCP	VITRIFIED CLAY PIPE
INCL	INCLUDE(D), INCLUDING	VERT	VERTICAL
INV	INVERT	W/	WITH
JB	JUNCTION BOX	W/O	WITHOUT
JT	JOINT	WD	WOOD
L	LENGTH	WM	WATER METER
LB	LAG BOLT	WTR	WATER
LG	LIP OF GUTTER	WV	WATER VALVE
LOC	LOCATION		
LP	LOW POINT		
LS	LAG SCREW		

GENERAL NOTES

- NO CONSTRUCTION SHALL BE STARTED WITHOUT PLANS APPROVED BY THE COUNTY OF SAN LUIS OBISPO. THE OWNER SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO STARTING CONSTRUCTION. ANY CONSTRUCTION DONE WITHOUT APPROVED PLANS OR WITHOUT NOTIFICATION TO THE OWNER MAY BE REJECTED AND WILL BE AT THE CONTRACTOR'S RISK. THE CONTRACTOR SHALL HAVE COPIES OF THE APPROVED PLANS FOR THIS PROJECT ON THE SITE AT ALL TIMES, AND SHALL BE FAMILIAR WITH ALL APPLICABLE STANDARDS AND SPECIFICATIONS.
- ALL WORK SHALL BE IN STRICT CONFORMANCE WITH CALIFORNIA "OSHA" AND LOCAL AUTHORITY REQUIREMENTS.
- WORK SHALL NOT DEVIATE FROM THESE PLANS UNLESS PRIOR APPROVAL IS OBTAINED FROM THE COUNTY. FINAL ACCEPTANCE OF ALL WORK TO BE MADE BY THE COUNTY OF SAN LUIS OBISPO.
- THE CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR SAFETY OF THE JOB SITE AND THE CONSTRUCTION WORK. THE CONTRACTOR SHALL DESIGN, CONSTRUCT, AND MAINTAIN ALL SAFETY DEVICES, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE, AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS, AND REGULATIONS. THE COUNTY INSPECTOR OR OWNER MAY NOTIFY THE CONTRACTOR OF ANY UNSAFE CONDITIONS WHICH MAY BE OBSERVED, AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMMEDIATELY TAKING ALL SUCH MEASURES IN ORDER TO CORRECT THE UNSAFE CONDITION.
- ALL WORK SHALL CONFORM TO THE RECOMMENDATIONS CONTAINED IN THE PROJECT SOILS ENGINEERING REPORT PROVIDED BY THE GEOTECHNICAL REPORT DATED 08 30, 2022 (REPORT NO. 22-18498)
- PRIOR TO BEGINNING ANY EXCAVATION OR BORING, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL AGENCIES INVOLVED AND SHALL LOCATE ALL FACILITIES PRIOR TO THE EXCAVATION. THE CONTRACTOR SHALL CALL UNDERGROUND SERVICE ALERT (USA), TOLL FREE AT 811 AT LEAST 48 HOURS PRIOR TO THE START OF ANY EXCAVATION.
- CONTRACTOR SHALL FIELD VERIFY LOCATION AND DEPTH OF EXISTING PIPELINES OR UTILITIES BEING CROSSED PRIOR TO CONSTRUCTION AND NOTIFY THE LANDSCAPE ARCHITECT OR OWNER OF ANY DISCREPANCIES OR CONFLICTS.
- ALL EXISTING UTILITIES AND IMPROVEMENTS THAT ARE DAMAGED DURING CONSTRUCTION SHALL BE COMPLETELY RESTORED TO THE SATISFACTION OF THE LOCAL AGENCY ENGINEER OR OWNER, AT THE CONTRACTOR'S SOLE EXPENSE.
- CONTRACTOR SHALL TAKE ALL CARE TO PREVENT DISRUPTION OF PROJECT SITE IN AREAS OUTSIDE CONSTRUCTION ZONE.
- ALL NUMERIC AND WRITTEN DIMENSIONS SHALL HAVE PRECEDENCE OVER ALL SCALE DIMENSIONS.
- DETAILS AND NOTES ON THE DRAWINGS TAKE PRECEDENCE OVER TYPICAL DETAILS AND GENERAL NOTES.
- WRITTEN SPECIFICATIONS TAKE PRECEDENCE OVER DRAWINGS.
- THE CONTRACTOR SHALL BE RESPONSIBLE DURING CONSTRUCTION FOR CLEANING COUNTY AND PRIVATE STREETS, CURBS, GUTTERS AND SIDEWALKS OF DIRT TRACKED FROM THE SUBJECT SITE. THE FLUSHING OF DIRT AND DEBRIS TO STORM DRAIN OR SANITARY SEWER FACILITIES SHALL NOT BE PERMITTED. THE CLEANING SHALL BE DONE AFTER EACH DAY'S WORK OR AS DIRECTED BY THE PROJECT INSPECTOR.
- ALL LARGE CONSTRUCTION EQUIPMENT IS TO BE EQUIPPED WITH "CRITICAL" GRADE NOISE MUFFLERS. NOISE LEVEL REDUCTIONS ASSOCIATED WITH THE USE OF "CRITICAL" RATHER THAN "STOCK" GRADE MUFFLERS CAN BE AS HIGH AS 5dbA. ENGINES WILL BE TUNED TO INSURE LOWEST POSSIBLE NOISE LEVELS. BACK UP BEEPERS ARE TO BE TUNED TO INSURE LOWEST POSSIBLE NOISE LEVELS AS ALLOWED BY OSHA.
- THE CONTRACTOR SHALL TAKE ALL CARE, AND BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SURVEY MONUMENTS AND OTHER SURVEY MARKERS DURING CONSTRUCTION. ALL SUCH MONUMENTS OR MARKERS DESTROYED DURING CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL TAKE ALL CARE, AND BE RESPONSIBLE FOR THE PROTECTION OF PUBLIC AND PRIVATE PROPERTY IN THE VICINITY OF THEIR WORK, AND SHALL EXERCISE DUE CAUTION TO ITS ORIGINAL CONDITION. ALL IMPROVEMENTS OR PROPERTY WHICH IS DAMAGED OR REMOVED (UNLESS DESIGNATED FOR REMOVAL ON THE PLANS) AS A RESULT OF THESE OPERATIONS.
- ALL PROTECTIVE DEVICES TO BE INSTALLED BY THE CONTRACTOR. SHALL BE IN PLACE AT THE END OF EACH WORK DAY. A SAFE PEDESTRIAN PATH OF TRAVEL SHALL BE PROVIDED AT ALL TIMES TO AND FROM BUILDING ENTRANCES TO PARKING FACILITIES. COORDINATE PEDESTRIAN WALK CLOSURES WITH COUNTY/OWNER PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL PROCURE FROM THE COUNTY AND ALL OTHER APPLICABLE AGENCIES, ALL PERMITS AND LICENSES. PAY ALL CHARGES AND FEES AND GIVE ALL NOTICES NECESSARY (2 WORKING DAYS MINIMUM)

FOR INSTALLATION OF APPLICABLE IMPROVEMENTS DELINEATED HEREON.

- THE CONTRACTOR SHALL NOTIFY THE CONSTRUCTION SURVEYOR THREE WORKING DAYS PRIOR TO THE NEED FOR CONSTRUCTION SURVEY STAKES.
- THE CONTRACTOR SHALL COORDINATE CONTRACTOR'S WORK WITH OTHER CONTRACTORS, UTILITY COMPANIES, AND GOVERNMENTAL FORCES WORKING IN THE VICINITY OF THE WORK.
- THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN AUTHORIZATION FROM THE OWNER.
- ENTRANCE TO THE SITE, CONSTRUCTION TRAFFIC ROUTING, AND LAY DOWN AREA DURING CONSTRUCTION SHALL BE APPROVED BY THE OWNER.
- CONTRACTOR SHALL PROVIDE A LEGIBLE AND COMPLETE SET OF AS-PLANS IDENTIFYING ALL MODIFICATIONS MADE DURING CONSTRUCTION TO THE OWNER FOR THE PREPARATION OF RECORD DRAWINGS.
- ALL CONSTRUCTION SHALL CONFORM TO LATEST EDITION OF CALIFORNIA BUILDING CODE TITLE 24, AS APPLICABLE.
- ALL CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO 7:00 AM - 5:00 PM, MONDAY THROUGH FRIDAY OF THE CALENDAR WEEK. NO WEEKEND WORK, OR WORK OUTSIDE OF THESE HOURS, SHALL BE PERMITTED WITHOUT THE PRIOR APPROVAL OF THE OWNER'S AUTHORIZED REPRESENTATIVE.

GENERAL GRADING AND PAVING NOTES

- THE CONTRACTOR SHALL ACCEPT THE SITE IN ITS PRESENT CONDITION AND SHALL DEMOLISH AND/OR REMOVE FROM THE AREA OF DESIGNATED PROJECT EARTHWORK ALL STRUCTURES, BOTH SURFACE AND SUBSURFACE TREE, BUSH, ROOTS, DEBRIS, ORGANIC MATTER AND ALL OTHER MATTER DETERMINED BY INSPECTOR TO BE DELETERIOUS. SUCH MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR UNLESS SPECIFICALLY NOTED OTHERWISE BY THE OWNER AND SHALL BE REMOVED FROM THE SITE.
- ALL TRENCHES SHALL BE COMPLETELY BACKFILLED PRIOR TO THE END OF THE WORK DAY WHICH THEY ARE CONSTRUCTED. TRENCHES AT ALL CROSSINGS IN TRAFFIC AREAS SHALL HAVE TEMPORARY STEEL PLATES INSTALLED PRIOR TO END OF WORK DAY IN WHICH THEY ARE CONSTRUCTED. FOR PURPOSES OF DEFINING TRENCHES, ALL EXCAVATION FOR INSTALLING PIPES ARE TRENCHES UNLESS THEY MEET THE FOLLOWING:
 - ARE 5 FEET OR LESS IN DEPTH AS MEASURED FROM THE ORIGINAL GROUND SURFACE.
 - HAVE 1 TO 1 SIDE SLOPES.
 - ARE 1 FOOT OR WIDER AT THEIR BASE.
- CONTRACTOR SHALL FIELD VERIFY ALL GRADES AND SLOPES PRIOR TO THE PLACEMENT OF DECKING OR ROAD SURFACING FOR CONFORMANCE TO ADA ACCESS COMPLIANCE REQUIREMENTS. EXAMPLES OF MINIMUM AND MAXIMUM LIMITS RELATED TO ADA COMPLIANCE INCLUDE, BUT ARE NOT LIMITED TO:
 - ACCESSIBLE PATH OF TRAVEL CROSS SLOPE SHALL BE UP TO 1.5% TYP., 2% MAX.
 - ACCESSIBLE PATH OF TRAVEL LONGITUDINAL SLOPES SHALL BE UP TO 4.5% TYP., 5% MAX.
 - RAMP LONGITUDINAL SLOPES SHALL BE UP TO 7.5% TYP., 8.33% MAX.
 - WALKS SHALL NOT HAVE LESS THAN 48 INCHES OF UNOBSTRUCTED WIDTH
- CONSTRUCTION LINE AND GRADE STAKES SHALL BE SET OR OVERSEEN BY A LICENSED LAND SURVEYOR. THE COST OF ANY RE-STAKING WILL BE THE CONTRACTOR'S RESPONSIBILITY.
- CONCRETE CUTTING OR GRINDING REQUIRES COMPLETE RECOVERY OF THE SLURRY VIA VACUUM SYSTEM OR OTHER LIKE SYSTEM.
- WHEN POURING OR PATCHING CONCRETE, WASHOUT IS REQUIRED TO BE USED ONSITE IN A LOCATION APPROVED BY THE OWNER.

STORM WATER POLLUTION PREVENTION NOTES

- CONTRACTOR SHALL PREPARE A STORM WATER POLLUTION PREVENTION PLAN, OBTAIN A NOTICE OF INTENT AND NOTICE OF TERMINATION, IF APPLICABLE, IN ACCORDANCE WITH NPDES REQUIREMENTS. PROVIDE COUNTY WITH COPY OF APPROVAL PRIOR TO COMMENCING WORK.
- THE CONTRACTOR SHALL KEEP THE WORK SITE CLEAN AND FREE OF RUBBISH AND DEBRIS. THE CONTRACTOR SHALL ALSO ABATE DUST NUISANCE BY CLEANING, SWEEPING AND SPRINKLING WITH WATER, OR OTHER MEANS NECESSARY. THE USE OF WATER RESULTING IN MUD ON PUBLIC STREETS WILL NOT BE PERMITTED AS A SUBSTITUTE FOR SWEEPING OR OTHER METHODS.
- CARE SHALL BE TAKEN TO PREVENT SPILLAGE ON HAUL ROUTES. ANY SUCH SPILLAGE SHALL BE REMOVED IMMEDIATELY AND THE AREA CLEANED.

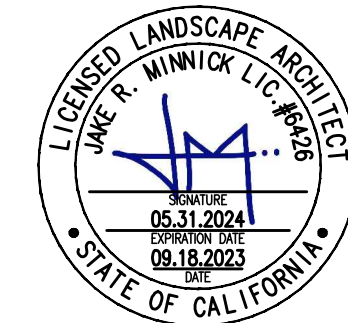
DUST CONTROL NOTES

- THE CONTRACTOR SHALL EMPLOY ALL LABOR, EQUIPMENT, AND METHODS REQUIRED TO PREVENT THEIR OPERATIONS FROM PRODUCING DUST IN AMOUNTS

DAMAGING TO PROPERTY, CULTIVATED OR NATIVE VEGETATION, AND DOMESTIC AND NON-DOMESTIC ANIMALS OR CAUSING A NUISANCE TO PERSONS OCCUPYING BUILDINGS IN THE VICINITY OF THE JOB SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED BY DUST RESULTING FROM THEIR OPERATIONS.



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FISCALINI RANCH PRESERVE
LINKING BOARDWALK

GENERAL NOTES
AND ABBREVIATIONS

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Development Plan DR02010-00026 (Cambria Community Services District)

EXHIBIT C - CONDITIONS OF APPROVAL

Approved Development
 1. This approval authorizes implementation of the Public Access and Management Plan and the proposed Community Park Master Plan for the Fiscalini Ranch Preserve (FRP). The project includes:
 a. Improvements and additions to the existing trail system on the West FRP and East FRP (see Table A for list of specific trails);
 b. Management and restoration of resources on the FRP;
 c. Development of a community park on the East FRP:
 i. The community park plan includes one sports field (supporting 4 games), a children's playground, dog park, paths, natural areas, and picnic areas;
 ii. Each proposed trail will be designed for a specific use or multiple uses, including hiking, biking, equestrian, and American Disabilities Act (ADA) accessibility;
 iii. Restoration projects throughout the FRP, but primarily on the West FRP, including riparian and wetland habitat restoration, bluff and gully stabilization, eradication of weeds and invasive plants, and maintenance of grassland;
 iv. Signage throughout the FRP to educate and inform the public regarding sensitive natural resources and restoration projects;
 v. This Development Plan is a phased project and must be vested within twelve (12) years from the date of approval as further defined in Condition 112. Time extensions past 12 years shall not be granted.

Conditions required to be completed at the time of application for construction permits

Site Development
 2. At the time of application for construction permits plans submitted shall show all development consistent with the approved site plan, floor plan, architectural elevations and landscape plan.
 3. At the time of application for construction permits, the applicant shall provide details on any proposed exterior lighting, if applicable. The details shall include the height, location, and intensity of all exterior lighting. All lighting shall be shielded so that neither the lamp or the related reflector interior surface is visible from adjacent properties. Light hoods shall be dark colored.

Fire Safety
 4. At the time of application for construction permits, all plans submitted to the Department of Planning and Building shall meet the fire and life safety requirements of the California Fire Code.

Services
 5. At the time of application for construction permits, the applicant shall provide a letter from Cambria Community Services District stating they are willing and able to service the property.

Drainage
 6. At the time of application for any required construction permits, the applicant shall submit complete drainage plans and erosion and sedimentation control plans for review and approval in accordance with Title 23 of the Land Use Ordinance.

Mitigation Measures
 7. A/E/S/Imm-4 Upon application for construction permits from the County, and prior to site disturbance, proposed trail and road design plans shall include the following standards and concepts:
 a. All boardwalks, bridges, retaining structures, edge stops, railing and other visible features shall be made of natural or natural appearing materials that have low reflective qualities and do not visually contrast with the natural colors of the adjacent landscape.
 b. All path and access road surfaces, including emergency and maintenance vehicle roads shall match the color of the adjacent native earth. Decomposed granite and polymer surfaces, "all-weather" surfaces, American Disabilities Act (ADA) compliant stable surfaces, and compacted imported earth surfaces shall be designed and constructed to match the color of the adjacent soil. This requirement shall also apply to all road-related curbs, rock slope protection, and drainage systems.
 c. All trail and road design shall minimize grading by following the natural contours of the land as much as possible. Where grading is unavoidable, design shall include slope-rounding to reduce the engineered appearance of the earthwork.
 8. A/E/S/Imm-5 Upon application for construction permits from the County, and prior to site disturbance, a signage plan shall be prepared, and shall include the following standards and concepts:
 a. All signs shall be made of natural or natural appearing materials that have low reflective qualities and do not visually contrast with the natural colors of the adjacent landscape. Exceptions shall be made in keeping with applicable ADA and safety standards.
 b. All signs shall be the minimum size necessary for their intended purpose, in keeping with applicable ADA and safety standards.
 c. All signs shall be placed in the least visually obtrusive location possible consistent with their intended purpose, without blocking views of the Pacific Ocean or other scenic resources, and in keeping with applicable ADA and safety standards.
 d. The proposed signage plan shall be developed by the CCSD and Friends of the Fiscalini Ranch Preserve and incorporated into the Management Plan prior to submission to the County.
 9. A/E/S/Imm-8 Upon application for construction permits from the County, and prior to site disturbance to establish the Highway 1 central staging area, the CCSD or its designee shall provide a comprehensive visual impact assessment to the County of San Luis Obispo Department of Planning and Building for review and approval. This plan shall incorporate the following elements:
 a. Visual screening from Highway 1, location of any structures to minimize views from Highway 1.
 b. Shielded lighting (if lighting is proposed).
 c. Appropriate colors and materials consistent with the County of San Luis Obispo Community Plan, County Design Guidelines, and Public Access and Management Plan.
 10. A/E/S/Imm-10 Upon application for construction permits from the County for the community park, the CCSD or its designee shall provide a comprehensive visual impact assessment of proposed buildings and associated structural improvements to the County of San Luis Obispo Department of Planning and Building for review and approval. Proposed structures shall comply with the following performance standards:
 a. The proposed design shall include elements consistent with the rural character of Cambria.
 b. Colors and materials shall consist of earthen, muted colors consistent with surrounding natural vegetation.
 c. Roof materials shall be non-reflective.
 11. A/E/S/Imm-11 Upon application for construction permits from the County for the community park, the CCSD or its designee shall provide a security lighting plan showing shielded fixtures and the use of motion sensors. Exterior lighting shall be limited to security lighting on the community center restrooms, bridge, playground, and parking area. All exterior lighting shall be shielded and directed to the ground. All exterior lighting shall not be directed towards the sky, a structure wall, or towards the property boundary.
 12. A/E/S/Imm-12 Upon application for construction permits from the County to relocate the CCSD water works or County storage yard, the CCSD or its designee shall submit design plans including, but not limited to, the following elements:
 a. The proposed design shall include elements consistent with the rural character of Cambria.
 b. Colors and materials shall consist of earthen, muted colors consistent with surrounding natural vegetation.
 c. Landscape screening, consisting of native (native to the FRP), drought-tolerant plant and shrub species, shall provide a minimum of 50 percent screening from the park and adjacent areas.
 d. Stored and stockpiled materials shall be shielded from view by solid fencing and/or native vegetation, or the proposed structures.
 13. A/E/S/Imm-13 Upon application for construction permits from the County to relocate the CCSD water facility or County storage yard, the CCSD or its designee shall provide a comprehensive Visual Impact Assessment to the County of San Luis Obispo Department of Planning and Building for review and approval.
 14. A/Q/Imm-1 Upon application for construction permits from the County of San Luis Obispo for development of the Community Park Master Plan, the CCSD or its designee shall submit grading plans incorporating soil capping of potentially productive agricultural soils, where feasible.
 15. A/Q/Imm-1 Upon application for construction permits and prior to site disturbance, a Dust Control Plan shall be prepared and submitted to the APCD for approval prior to commencement of construction activities. The Dust Control Plan shall:
 a. Use APCD approved BMPs and dust mitigation measures;

b. Provide provisions for monitoring dust and construction debris during construction;
 c. Designate persons or persons to monitor the dust control program and to order increased watering or other measures as necessary to prevent transport of dust off-site. Duties should include holiday and weekend periods whenever possible; horticultural or agricultural activities; and
 d. Provide the name and telephone number of such persons to the APCD prior to construction commencement.
 e. Identify compliant handling procedures.
 f. Fill out a daily dust observation log.

16. A/Q/Imm-3 Upon application for construction permits and prior to site disturbance, the following mitigation measures shall be implemented and incorporated into the construction plans:
 a. Reduce the amount of the disturbed area where possible.
 b. Water trucks or sprinkler systems shall be used in sufficient quantities to prevent airborne dust from leaving the site. Increased watering frequency shall be required whenever wind speeds exceed 15 mph. Reclaimed (non-potable) water shall be used whenever possible.
 c. All dirt stockpile areas shall be sprayed daily as needed.
 d. Exposed ground areas that are planned to be reworked at dates greater than one month after initial grading shall be sown with a fast-germinating native grass seed (native to the FRP) and watered until vegetation is established.
 e. All disturbed soil areas not subject to re-vegetation shall be stabilized using approved chemical soil binders, jute netting, or other methods approved in advance by the APCD.
 f. Roadways, driveways, and parking areas, etc. to be paved should be completed as soon as possible after initial site grading. In addition, building pads shall be laid as soon as possible after grading unless seeding soil binders are used.
 g. Vehicle speed for all construction vehicles shall be posted to not exceed 15 mph on any unpaved surface at the construction site.
 h. All trucks hauling dirt, sand, or other loose materials are to be covered or shall maintain a least two feet of free board (minimum vertical distance between top of load and top of trailer) in accordance with CVC § 23114.
 i. Wheel washers shall be installed where vehicles enter and exit unpaved areas onto paved areas.
 j. Streets shall be swept at the end of each day if visible soil material is carried onto adjacent paved roads. Water sweepers with reclaimed water shall be used when feasible.
 k. Permanent dust control measures shall be implemented as soon as possible following completion of any soil disturbing activities.

17. A/Q/Imm-5 Upon application for construction permits and prior to site disturbance, the applicant shall submit grading plans and a construction schedule demonstrating that soil material would not be moved at a rate more than 53,500 cubic yards (cy) in a quarter or 2,000 cy in a day. The applicant shall implement the following measures:
 a. Maintain all construction equipment in proper tune according to manufacturer's specifications.
 b. Fuel all off-road and portable diesel powered equipment, including but not limited to bulldozers, grader, cranes, loaders, scrapers, backhoes, generator skid steers, auxiliary power units, water resources Board (ARB) certified motor vehicle diesel fuel (non-retarded version suitable for use off-road).
 c. Maximize the use of electric equipment. The use of diesel construction equipment meeting the ARB's 1999 or newer certification standard for off-road heavy-duty diesel engines.
 d. All on and off-road diesel equipment shall not be allowed to idle for more than 5 minutes. Signs shall be posted in visible and queuing areas to remind drivers and operators of the 5 minute idling limit.
 e. Electrically equipment where feasible.
 f. Use gasline-powered for diesel-powered equipment where feasible.
 g. Use alternatively fueled construction equipment onsite where feasible, such as compressed natural gas (CNG) liquefied natural gas (LNG), propane, or bio-diesel.
 h. Best Available Control Technology (BACT - implementation of DOCs or CDFPs) for construction equipment shall be required and the applicant shall prepare the grants and BACT plan to be implemented prior to the start of construction activity. These measures shall be shown on all grading and construction plans prior to issuance of construction permits.
 i. At least 3 months prior to construction, the construction company awarded the contract shall contact the APCD Planning Division (805-781-5012) to coordinate the implementation of this mitigation measure. This company will also provide the APCD with proof that the Standard (a-h above) and BACT plan shall be implemented prior to the start of construction activity. These measures shall be shown on all grading and construction plans prior to issuance of construction permits.


18. A/Q/Imm-6 Upon application for construction permits and prior to site disturbance, the applicant shall:
 a. Conduct a geologic analysis to ensure the presence/absence of serpentine rock onsite. The geologic analysis shall identify if naturally occurring asbestos is contained within the serpentine rock onsite; and
 b. naturally occurring asbestos is found at the project site, the applicant must comply with all requirements outlined in the Asbestos Airborne Toxic Control Measures (ATCM). In addition, the applicant shall work with the APCD to prepare an APCD approved Asbestos Health and Safety Program and an Asbestos Dust Control Plan prior to development plan approval. The Asbestos Health and Safety Program and Asbestos Dust Control Plan may include, but is not limited to, the following:
 1. Equipment operator safety requirements: protective clothing, breathing apparatus to prevent inhalation of airborne asbestos fibers.
 2. Dust mitigation measures: continually water site to prevent airborne dust migration, cover all vehicle that haul materials from the site
 3. Identification of APCD-approved disposal areas for all excavated materials.
 4. If naturally-occurring asbestos is not present, an exemption request must be filed with the APCD.
 19. BIO/Imm-1 Upon application for construction permits from the County, for site disturbance within jurisdictional areas, the CCSD, or its designee, shall obtain all necessary permits, approvals, and authorizations from jurisdictional agencies. These may include, but may not be limited to: (1) Army Corps of Engineers Section 404 Nationwide Permit or Individual Permit for impacts to Army Corps of Engineers jurisdictional wetlands or other waters; (2) Regional Water Quality Control Board Section 401 Water Quality Certification for discharges "Waters of the U.S." and/or "Waters of the State"; (3) California Department of Fish and Wildlife Streambed Alteration Agreement for activities within the tops of banks or outer edges of riparian corridors (whichever extends further from the streambeds); (4) U.S. Fish and Wildlife Service consultation; and (5) NOAA Fisheries consultation.
 20. BIO/Imm-3 Upon application for construction permits from the County, and site disturbance, the CCSD or its designee shall prepare a Storm Water Pollution Prevention Plan (SWPPP) consistent with guidelines, which shall include detailed sediment and erosion control plans consistent with any required Habitat Mitigation Monitoring Plan (HMMMP). The SWPPP shall specifically address protection of drainages, and riparian and wetland resources on or near the project site. Compliance shall be verified by the project environmental monitor through submission of compliance reports.
 21. BIO/Imm-4 Upon application for construction permits from the County, and prior to site disturbance, the riparian/wetland areas shown on grading plans shall be based on the field data collected and presented in the Environmental Impact Report or from any subsequent survey work. All riparian and wetland vegetation planned for removal shall be specified on construction plans. Except for activities requiring removal of riparian trees and associated understory vegetation that are specified on construction plans, all ground disturbance and vegetation removal shall be prohibited within the outer edge of the riparian canopy of any drainage course.
 22. BIO/Imm-10 Prior to application for construction permits from the County and prior to trail construction in areas known to contain sensitive plant species or native habitat, the CCSD or its designee shall retain a qualified biologist/botanist to conduct focused surveys during the appropriate flowering periods within the specific areas proposed for disturbance. Surveys will focus on areas that are currently present or are suspected to have a high potential for occurrence. Based on the survey results, trail locations shall be altered where possible to minimize disturbance or loss of identified plants and habitats.
 23. BIO/Imm-13 Prior to application for construction permits from the County and prior to trail construction within sensitive areas, the CCSD or its designee shall ensure that all resources are considered and avoided where feasible. If avoidance is not possible, the CCSD shall consult with appropriate agencies to resolve the conflicts (e.g., California Department of Fish and Game, California Coastal Commission, Army Corps of Engineers, Office of Historic Preservation, County of San Luis Obispo).
 24. CUL/Imm-1 Upon preparation of grading and construction plans for the Ridge Trail, Forest Loop Trail, Meander Trail, Creek to Forest Trail, Santa Rosa Creek Trail (west),

and Creek to Ridge Trail and prior to application for construction permits from the County of San Luis Obispo for these trails, the CCSD or its designee shall submit plans showing avoidance of known archaeological sites. The plan shall note the boundaries of the site as an "Environmentally Sensitive Area" (ESA), and shall include a 50-foot buffer around the ESA. No grading, storage of materials or equipment, or use of equipment shall occur within the ESA or ESA buffer.
 a. If due to other significant environmental constraints, any known archaeological sites (ESA) cannot feasibly be avoided, the CCSD or its designee shall retain a County-approved, qualified subsurface archaeologist to conduct a Phase I subsurface survey. The Phase I subsurface survey shall provide recommendations, if necessary, for further study, which may include a Phase III data recovery program. The CCSD or its designee shall implement the recommendations proposed in the Phase I subsurface survey report.
 25. CUL/Imm-2 Prior to application for construction permits from the County of San Luis Obispo (or prior to approval of final plans by the CCSD) for trail construction on the FRP, the CCSD or its designee shall submit a monitoring plan, prepared by a subsurface-qualified archaeologist, for the review and approval by the County Environmental Coordinator. If a County permit is not required, the plan shall be approved by the CCSD. The monitoring plan shall be integrated with other required site specific monitoring plans and the SWPPP (BIO/Imm-1, BIO/Imm-2, and BIO/Imm-3) and shall include at a minimum with regard to cultural resources:
 a. List of qualified cultural resources personnel involved in the monitoring activities;
 b. Description of how the cultural resources monitoring shall occur;
 c. Description of frequency of monitoring (e.g., full-time, part time, spot checking);
 d. Description of what resources are expected to be encountered;
 e. Description of circumstances that would result in the halting of work at the project site (e.g., What is considered "significant" archaeological resources?);
 f. Description of procedures for halting work on the site and notification procedures;
 g. Description of monitoring reporting procedures.
 26. CUL/Imm-5 Prior to preparation of grading and construction plans for the Victoria Lane Trail, Wallbridge Trail, and Terrace to Ridge Trail and prior to application for construction permits from the County of San Luis Obispo, the CCSD or its designee shall submit plans showing the avoidance of known archaeological sites. The plan shall note the boundaries of the site as an ESA and shall include a 50-foot buffer around the ESA. No grading, storage of materials or equipment, or use of equipment shall occur within the ESA.
 27. GEO/Imm-2 Upon application for construction permits from the County of San Luis Obispo, prior to site disturbance, the CCSD or its designee shall implement the following measures:
 a. Implement soil stabilization and erosion prevention measures identified in the Public Access and Management Plan (PAMP, 2003) for the Seacrest Gulf and portions of the Bluff Trail.
 b. Plans in conjunction with the Natural Resources Conservation Service (NRCS) shall be developed for the Warren/Trenton Gully.
 c. The streambank restoration project along Santa Rosa Creek west of Highway 1 shall be monitored and evaluated to determine its effectiveness.
 d. Additional restoration and bank stabilization efforts within Santa Rosa Creek shall be implemented based on consultation with the Natural Resources Conservation Service (NRCS) or Resource Conservation District (RCD); additional regulatory agency consultation shall be implemented within federal and state jurisdictional areas including the California Department of Fish and Game (CDFG), Regional Water Quality Control Board (RWQCB), and Army Corps of Engineers (ACEC).
 e. Streambank restoration plans shall be developed to control bank erosion on the Santa Rosa Creek east bank upstream of the previously restored bank.
 28. GEO/Imm-3 Upon application for construction permits from the County of San Luis Obispo, prior to site disturbance, the CCSD or its designee shall implement the following measures:
 a. Implement soil stabilization and erosion prevention measures identified in the Public Access and Management Plan (PAMP, 2003).
 b. If proposed, final design plans for the Creek to Ridge Trail shall demonstrate that the trail alignment is located over less steep areas, and shall include the use of water bars where needed.
 29. GEO/Imm-4 Upon application for construction permits from the County of San Luis Obispo, and prior to site disturbance, for development of the Terrace to Ridge Trail and maintenance of the Creek to Ridge Trail, the CCSD or its designee shall implement appropriate construction methods (i.e., avoid saturated areas, install bridges or raised boardwalks, maintain drainage patterns, etc.) where trails cross wet, boggy areas below springs and seeps.
 30. GEO/Imm-5 Upon application for construction permits from the County of San Luis Obispo, and prior to site disturbance, the CCSD or its designee shall prepare plans showing the use of boardwalks or engineered base along the trails where severely cracked soils are present. Any asphalt concrete pavement (if proposed) shall be designed with sufficient base material and depth to prevent effects of expansive soils. If construction of boardwalks or engineered base is not feasible, the CCSD or its designee shall prepare and implement a site specific maintenance plan to ensure safe trail surfaces. The plan shall identify the person(s) responsible and schedule for maintenance, and proposed activities for trail improvements.
 31. GEO/Imm-8 Upon application for construction permits for the Santa Rosa Creek Trail, prior to site disturbance, the CCSD or its designee shall implement the following measures:
 a. Runoff from Highway 1 shall be conveyed away from the Santa Rosa Creek Trail by lighting a drain pipe to the base of the stream bank.
 b. For the portion of the trail crossing located under Highway 1, the trail design shall provide adequate head clearance for trucks, and a stable crossing over the rip-rap, pursuant to regulatory and responsible agency requirements, including but not limited to the California Department of Transportation and California Department of Fish and Game.
 32. GEO/Imm-9 Upon application for construction permits to implement the Community Park Master Plan and prior to site disturbance, the CCSD or its designee shall consult with the County of San Luis Obispo to stabilize the off-site drainage area in the vicinity of Pinyon Way. The applicant shall also implement the storm-drain system described in the Community Park Master Plan Grading and Drainage Concept (Firma, 2006) to capture runoff from both watersheds in this area and convey runoff across the site to Santa Rosa Creek. The condition of the hillside vegetation shall be monitored prior to finalizing plans for the storm-drain system.
 33. GEO/Imm-10 Upon application for construction permits from the County of San Luis Obispo, and prior to site disturbance, the CCSD or its designee shall retain a County-approved, qualified geologist to prepare and submit a Probabilistic Seismic Hazard Analysis. The analysis shall determine the design-basis earthquake parameters for the building sites proposed in the Community Park Master Plan. Recommendations and requirements presented in the analysis shall be incorporated into construction plans.
 34. GEO/Imm-11 Upon application for construction permits from the County of San Luis Obispo, and prior to site disturbance, the CCSD or its designee shall retain a County-approved, qualified geologist to prepare and submit a subsurface investigation of the site. The investigation report shall assess the potential for liquefaction. Building foundations shall be based on the results of the subsurface investigation. Building foundations shall be founded on competent, native material, not subject to liquefaction.
 35. GEO/Imm-12 Prior to site disturbance and during management of the FRP, the CCSD, or its designee, shall implement stream bank restoration projects within Santa Rosa Creek. Restoration efforts shall be based on consultation with the Natural Resources Conservation Service and all other applicable resource agencies including the California Department of Fish and Game, Regional Water Quality Control Board, and Army Corps of Engineers.
 36. HMM/Imm-1 Prior to application for construction permits, and prior to site disturbance, the CCSD shall coordinate with the Sheriff's Department to incorporate "Crime Prevention Through Environmental Design" standards to the facility and amenity design, where applicable.
 37. HMM/Imm-4 Upon application for a construction permit to develop the community park sports fields, the CCSD shall prepare an Integrated Pest Management (IPM) plan to reduce the need for fertilizers, herbicides, and other chemicals. IPM guidelines are provided by the State Green California Best Practices Manual (www.green.ca.gov). The plan shall include, but not be limited to, the following elements:
 a. Cultural control, including the selection of disease-resistant plant varieties; proper irrigation, fertilization, and pruning; and planting at the right time of year.
 b. Physical control, including changing physical conditions (i.e., temperature, light, and moisture) to prevent pest problems, such as using landscape fabric to shade out weeds and pruning dense plants to allow better air circulation and thus prevent disease.
 c. Mechanical control, including managing pests through manual labor or simple objects, devices, or equipment such as using handheld propane flaming units that cook weeds, installing mowing strips and underlays, and fastening cork bands around tree trunks or planters to exclude snails and slugs.
 d. Biological control, including the use of beneficial organisms to reduce pest populations. Beneficial organisms include parasitic wasps and predaceous insects, mites, and spiders; ants, birds, amphibians and reptiles.

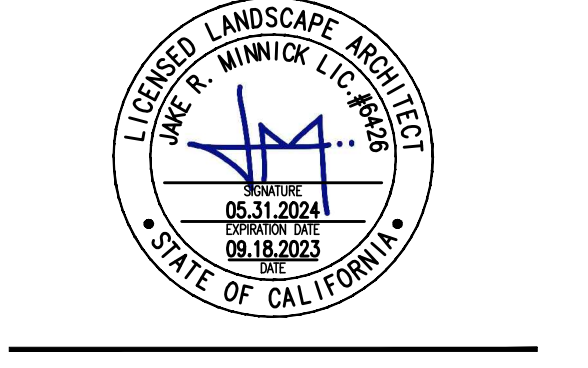


e. Reduced-risk pesticides don't endanger living organisms or the environment. Ideally, they break down easily, have narrow specificity, do not kill natural enemies, and do not volatilize around people. Examples of reduced-risk pesticides used for landscaping include the microbial insecticide, *Bacillus thuringiensis*, herbicides and insecticides that contain mit or clove oil, potassium bicarbonate for plant mite and horticultural oil for sucking insects, and if absolutely necessary, spot-sprayed conventional herbicides.
 38. HY/Imm-2 Upon application for construction permits from the County of San Luis Obispo, and prior to site disturbance, the CCSD or its designee shall retain a County-approved, qualified preliminary grading and drainage plans incorporating the use of bioinvasives (or a similar method) to facilitate the flow of stormwater towards Santa Rosa Creek. The bioinvasives (or similar method) shall include best management practices to avoid erosion and scour, and shall include a method for filtering hydrocarbons, sediment and other potential pollutants from stormwater runoff.
 39. HY/Imm-3 Upon application for construction permits from the County of San Luis Obispo, and prior to site disturbance, the CCSD or its designee shall submit plans demonstrating that no buildings shall be located within the 100-year flood zone, or that any structures would be located one foot above the 100-year flood zone.
 40. Nimm-2 Upon application for construction permits from the County of San Luis Obispo, the CCSD or project developer shall submit a Noise Reduction Plan prepared by a qualified acoustical consultant for review and approval by the County Planning Department. The Noise Reduction Plan shall include but is not limited to the following standards:
 a. Limit all phases of construction to the hours of 7:00 AM to 9:00 PM Monday through Friday as required by County ordinance.
 b. Regular notification of adjacent and future residences within 1,000 feet of the site boundary concerning the construction schedule;
 c. Shield especially loud pieces of stationary construction equipment;
 d. Locate portable generators, air compressors, etc. away from sensitive noise receptors;
 e. Limit grouping major pieces of equipment operating in one area to the greatest extent feasible;
 f. Place heavily trafficked areas such as the maintenance yard, equipment, tools, and other construction oriented operations in locations that would be least disruptive to surrounding sensitive noise receptors;
 g. Use newer equipment to ensure that all equipment items have the manufacturers' recommended noise abatement measures, such as mufflers, engine covers, and engine vibration isolators intact and operational. Internal combustion engines used for any purpose on the job shall be equipped with a muffler or baffle of a type recommended by the manufacturer;
 h. Conduct worker-training meetings to educate and encourage noise awareness and sensitivity. This training should focus on worker conduct while in the vicinity of sensitive receptors (i.e., minimizing and locating the use of circular saws in areas adjacent to sensitive receptors and being mindful of shouting and the loud use of attention drawing language); and
 i. Notifying surrounding denizens in advance of the construction schedule when unavoidable construction noise and upcoming construction activities likely to produce an adverse noise environment are expected. Noticing shall provide phone number of the project manager, construction foreman, and any other pertinent project team members. This notice shall be given one week in advance, and at a minimum of one day in advance if anticipated activities have changed (i.e., notice in local publication, temporary signage postings, etc.). Project representative shall verbally notify all surrounding residential owners if one day advance notice is given.
 41. Nimm-3 Upon application for a construction permits from the County of San Luis Obispo, the CCSD shall incorporate the following operational standards into the Community Park Master Plan:
 a. All loudspeakers and/or amplification of sound shall be prohibited.
 b. The volume of any event should be limited to the immediate area of the event and shall not exceed a maximum noise level of 70 dBA as measured from the property line.
 c. The CCSD shall avoid the use of gas-powered turf mowers, and shall encourage the use of electric mowers for turf maintenance.
 42. PSU/Imm-1 Upon application for construction permits, and prior to site disturbance for trail development, the trail system on the West FRP shall be clearly marked with signs denoting the trail name, number, and mileage from the trailhead to allow visitors to quickly and easily inform responders of their whereabouts in the event of an emergency. Signage shall be developed in accordance with the FRP signage plan, and in consultation with the Fire Chief.
 43. PSU/Imm-5 Upon application for construction permits and prior to site disturbance for trail development, the FRP sign program shall include signage stating the following, or similar language: "No fire of any kind shall be allowed on the FRP." Signage shall be placed within parking areas and at trailheads informing users of the rules and regulations pertaining to fire related hazards.
 44. PSU/Imm-7 Upon application for construction permits from the County for the Community Park on the East FRP, the CCSD or its designee shall submit a lighting plan showing the use of security lighting. Parking areas throughout the FRP shall be designed consistent with the County Sheriff's Department publication "Crime Prevention through Environmental Design" (CPTED) where applicable.
 45. TC/Imm-1 Upon application for construction permits from the County, and prior to site disturbance for trail improvements, the Master Plan shall include the installation of bike racks at selected trailheads at the boundary of the West FRP to encourage alternative transportation modes. Selected trailheads shall include, but not be limited to, the Bluff Trail, Ridge Trail, Wallbridge Trail, and Santa Rosa Creek Trail.
 46. TC/Imm-4 Upon application for construction permits from the County, and prior to site disturbance for trail improvements, the Master Plan shall include a parking signage program in consultation with the County of San Luis Obispo. The signage program shall guide visitors regarding appropriate parking, and shall be reviewed for concurrence by the Friends of the Fiscalini Ranch Preserve as part of the FRP signage plan.
 47. TC/Imm-5 Upon application for construction permits from the County, and prior to site disturbance to implement the Community Park Master Plan, the CCSD or its designee shall show the installation of bike racks at selected trailheads on construction plans. The bike racks shall be installed upon the first phase of development.
 48. TC/Imm-8 Upon application for construction permits from the County, the CCSD shall contribute to the North Coast Road Improvement Fund.
 49. WS/Imm-1 Upon application for construction permits from the County for development of sports fields, construction of restrooms, and installation of landscaping, and prior to site disturbance, the CCSD or project developer shall prepare plans showing the use of indoor and outdoor water conservation strategies and techniques to help offset the proposed anticipated water demand. These measures include but are not limited to:
 a. Landscape plans shall show the extent of permeable and impervious landscape materials. The use of low-water-use plant materials selected from an approved County plant list, and a landscape irrigation plan indicating the method for achieving low volume, high efficiency irrigation (i.e., drip irrigation systems with automatic controllers and auto rain shut-off devices).
 b. If natural turf is proposed, the CCSD shall submit plans showing the use of an evaporative control system (or similar method) for irrigation.
 c. Incorporate use of pit toilets or composting toilets in restrooms, portable restrooms, or closure of restrooms during drought periods.
 d. Incorporate the use of hand sanitizers to avoid the use of water for portable sinks.
 50. WS/Imm-3 Prior to CCSD Board approval of the Community Park Master Plan, if onsite wells are proposed for the water source, the CCSD shall identify which wells would be utilized (existing and/or proposed), consistent with the adopted Deep Dewatering Conservation Easement.
 51. WS/Imm-4 Prior to CCSD Board approval of construction plans for implementation of the Community Park Master Plan, the CCSD or project developer shall prepare plans showing the CCSD shall develop plans for a new well from riparian water sources on the East FRP. Proposed plans shall be reviewed and approved by the Friends of the Fiscalini Ranch Preserve and State Coastal Conservancy, and the Management Plan shall be amended prior to well development. The well shall be designed to avoid stream flow impacts, and plans shall include a sanitary seal to a clay bed below the elevation of the creek bed, at least 20 feet in depth and a minimum of 150 feet from the creek bank. The well shall be pump tested during extended drought conditions (e.g., 75 percent or less of average rainfall for a minimum period of two years) to document whether there would be any potential effects to stream flow from duration of the well. Use of on-site wells shall be prohibited if tests demonstrate any affect on stream-flow.
 52. WS/Imm-5 Upon application for construction permits from the County for development of the sports fields, if natural turf is proposed, the CCSD shall demonstrate how recycled water would be treated to ensure that it would not increase the groundwater salinity beyond background concentrations (e.g., use of low pressure reverse osmosis as part of the recycled water effluent treatment process, onsite infrastructure plans demonstrating how treatment of irrigation water would occur to lower concentrations (250 parts per million) of sodium and chloride). The CCSD shall submit a proposed water monitoring and testing program to be conducted for the life of the project.

Conditions to be completed prior to issuance of a construction permit

Fees
 53. Prior to issuance of a construction permit, the applicant shall pay all applicable school and public facilities fees.
Drainage
 54. Prior to issuance of any required construction permits, the applicant shall provide evidence satisfactory to the Department of Planning and Building that the Army Corps of Engineers and the California Department of Fish and Game environmental permits have either been secured or that the regulatory agency has determined that their permit is not required.
Mitigation Measures
 55. Prior to construction, the CCSD or its designee shall prepare a project-specific environmental monitoring plan coordinated with mitigation measures within this EIR, and shall provide funding for a qualified environmental monitor for the construction phases of the project to ensure compliance with EIR mitigation measures, and any applicable agency permit conditions. The monitor shall be responsible for (1) ensuring that procedures for verifying compliance with environmental mitigations are followed; (2) lines of communication and reporting methods; (3) daily and weekly compliance of compliance; (4) construction crew training regarding environmentally sensitive areas; (5) authority to stop work; and (6) action to be taken in the event of non-compliance. Monitoring shall be at a frequency and duration determined by the affected agencies (e.g., Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Game, California Coastal Commission, and the County of San Luis Obispo).
 56. BIO/Imm-14 Prior to initiation of construction activities, including trail improvements requiring ground disturbance and/or use of heavy equipment, the CCSD or its designee shall retain a qualified biologist to conduct a pre-activity survey for active nests, dens, or burrows. The survey shall be conducted within 10 days prior to proposed start of construction activities. Results of the survey shall immediately be submitted to the CDFG as necessary. The survey report shall include the date of the survey, methods of inspection, and findings. Duration of any active nest, den, or burrow shall be prohibited.
 a. If active burrows of *Mintyrea dusky-footed woodrats* are found within proposed development areas during the survey, the biologist shall establish an appropriate buffer area to protect the nest(s). No site disturbance shall occur within the buffer area until a Memorandum of Understanding (MOU) is obtained from CDFG. An alternate buffer area is to disseminate nests by hand outside of the nesting season (February through September) and allow the woodrats to leave the site.
 b. If the pre-construction survey finds potential American badger dens, they shall be inspected to determine whether they are occupied. The survey shall cover the entire property, and shall examine both old and new dens. If potential badger dens are too long to completely excavate with a shovel, a fiber optic scope shall be used to examine the den to the end. If a fiber optic scope is not available, occupation of the den can be determined by inspecting the den for signs of activity, such as tracks or droppings to indicate animal passage into and out of the den and during the den entrance with a fine layer of dust or tracking material for three consecutive nights and examining the following mornings for footprints. Inactive dens may be excavated by hand with a shovel to prevent re-use of dens during construction. If badgers are found in dens on the property between February and July, nursing young may be present. To avoid disturbance and possible direct take of adults and nursing young, and to prevent badgers from becoming trapped in burrows during construction activity, no grading shall occur within 100 feet of active badger dens between February and July. If badger dens are found on the property during the pre-construction survey, the CDFG wildlife biologist for the area shall be contacted to review current allowable management practices.
 57. BIO/Imm-16 At least two weeks prior to start of trail or bridge construction within or adjacent to Santa Rosa Creek (within 100 feet), the CCSD shall retain a qualified biologist to conduct pre-construction surveys to determine whether the presence of special-status aquatic species. In the event that special-status species are observed within the project site, the appropriate agencies shall be contacted for further consultation. If any life stage of steelhead, California red-legged frog, Iowater goby, or Southwestern pond turtle is found and these individuals are likely to be killed or injured by work activities, the approved biologist(s) shall be allowed sufficient time to move them from the site before work activities begin. The biologist(s) shall also identify any individuals that are likely to be injured, such as those with distinguishing features, photographs (digital preferred) to assist him or her in determining whether translocated animals are returning to the point of capture. Only United States Fish and Wildlife Service, National Marine Fisheries Service, and California Department of Fish and Game-approved biologists working under proper permit authority shall participate in any activities associated with the capture, handling, and monitoring of steelhead, California red-legged frog, Iowater goby, or Southwestern pond turtle.
 58. BIO/Imm-17 Prior to construction, an approved biologist(s) shall conduct a training session for all construction personnel. At a minimum, the training shall include a presentation of steelhead, California red-legged frog, Iowater goby, and Southwestern pond turtle and their habitat; the specific measures that are being implemented to conserve the species for the current project; and the boundaries within which the project may be accomplished. Members of the construction team shall understand the terms, constraints, and special conditions provided by, but not limited to, United States Fish and Wildlife Service, National Marine Fisheries Service, Army Corps of Engineers, California Department of Fish and Game, California Coastal Commission, and Regional Water Quality Control Board. Upon completion of this review and understanding, each construction crew member shall sign a worker training form. This form shall be provided with the completion report upon completion of project construction.
 59. BIO/Imm-23 Prior to any work within creek channels containing flowing water, a stream diversion and dewatering plan for each stream location shall be prepared and approved by National Marine Fisheries Service, Army Corps of Engineers, and California Department of Fish and Game, and the stream within the work area shall be dewatered. The form and function of the diversion and all pumps included in the dewatering strategy shall be designed to ensure a dry work environment and minimize impacts to aquatic species. The diversion shall be installed and maintained under the direct and continuous supervision of a qualified biologist to ensure the proper form and function of the diversion.
 60. BIO/Imm-25 Prior to construction, if construction activities, use of heavy equipment, or tree pruning or removal are scheduled to occur during the typical bird nesting season (February 15 to September 1) a qualified biologist shall be retained to conduct a pre-construction survey (approximately one week prior to construction) to determine presence/absence for tree-nesting birds within riparian corridors and wooded areas, and ground-nesting birds within annual grasslands onsite. If no nesting activities are detected within the proposed work area, noise-producing construction activities or tree removals may proceed. If nesting activity is confirmed during preconstruction nesting surveys or at any time during the construction process, work activities shall be delayed within 500 feet of active nests until the young birds have fledged and left the nest. In addition, the results of the surveys will be passed immediately to the California Department of Fish and Game, possibly with recommendations for buffer zone changes, as needed, around individual nests. Tree removal shall be monitored for nesting birds and documented by the biological monitor regardless of time of year.
 61. BIO/Imm-26 Prior to initiation of construction activities, including trail improvements requiring ground disturbance and/or use of heavy equipment, the CCSD or its designee shall retain a qualified wildlife biologist to conduct a pre-activity survey for burrowing owl. The survey shall be conducted within 30-days prior to site disturbance. If ground disturbing activities are delayed or suspended for more than 30 days after the pre-construction survey, the site shall be resurveyed. Results of the survey shall be included in a report and shall include the date and time of the survey, locations and findings. The report shall be submitted to the California Department of Fish and Game (CDFG). If no burrowing owls are found to occupy the site at that time, no further measures would be necessary unless burrowing owls are subsequently observed at the project site, in which case the following mitigation measure would be implemented:
 If burrowing owls are found within the area proposed for disturbance, the CCSD or its designee shall immediately notify the CDFG and immediately implement all measures identified in the "Staff Report for Mitigating Impacts to the Burrowing Owl" (CDFG, 1995), and any additional measures required by CDFG. Burrowing owl burrows shall be avoided. No disturbance shall occur within 50 meters of occupied burrows during the breeding season (September 1 through January 31) or within 75 meters during the breeding season (February 1 through August 31).
 62. CUL/Imm-3 Prior to site disturbance, the applicant shall retain a qualified archaeologist (approved by the CCSD and County Environmental Coordinator) and Native American to monitor all earth disturbing activities, per the approved monitoring plan. If any significant archaeological resource or human remains are found during monitoring, work shall stop within the immediate vicinity (precise area to be determined by the archaeologist in the field) of the resource until such time as the resource can be evaluated by an archaeologist and any other appropriate individuals. The applicant shall implement the mitigation as required by the Environmental Coordinator.
 63. CUL/Imm-7 Prior to site disturbance associated with the Creek to Forest Trail, Santa Rosa Creek Trail (west), and Creek to Ridge Trail, the applicant shall retain a qualified historical archaeologist (approved by the CCSD and County Environmental Coordinator) to monitor all earth disturbing activities, per the approved monitoring plan. If any significant archaeological resource or human remains are found during monitoring, work shall stop within the immediate vicinity (precise area to be determined by the archaeologist in the field) of the resource until such time as the resource can be evaluated by an archaeologist and any other appropriate individuals. The applicant shall implement the mitigation as required by the Environmental Coordinator.



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FISCALINI RANCH PRESERVE LINKING BOARDWALK

PROJECT CONDITIONS OF APPROVAL

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Conditions to be completed during project construction

- 64. AEstmm-6 All maintenance work within the FRP shall comply with the visual appearance requirements of the various sections of the Public Access and Management Plan. Special attention shall be given to paint and finish colors, imported fill and surfacing materials, replacement plants, and soil disturbance.
- 65. AEstmm-9 During restoration activities associated with the Seacrift gully, all topsoil and fill material used for gully repair and exposed to view shall be similar in color and brightness to the soil of the adjacent native ground.
- 66. AQmm-2 Prior to site disturbance, the applicant shall:
 - a. Obtain a compliance review with the APCD prior to the initiation of any construction activities;
 - b. Provide a list of all heavy-duty construction equipment operating at the site to the APCD. The list shall include the make, model, engine size, and year of each piece of equipment. This compliance review will identify all equipment and operations requiring permits and will assist in the identification of suitable equipment for the catalyzed diesel particulate filter; and
 - c. Apply for an Authority to Construct from the APCD.
- 67. AQmm-4 During construction, the applicant shall maintain monthly compliance checks throughout the construction phase, verifying that all equipment and operations continue to comply with the APCD requirements.
- 68. BIOmm-5 To avoid erosion and downstream sedimentation, and to avoid impacts to aquatic species, no work within or immediately adjacent to on-site drainages (within fifty feet) shall occur during the rainy season (October 15 through April 30), unless authorized by an affected agency (e.g., Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Game, California Coastal Commission, and the County of San Luis Obispo).
- 69. BIOmm-6 Equipment access and construction shall be conducted from the banks rather than from within creeks and drainages unless approved otherwise by 404/401/1602 permit conditions. No equipment shall be staged and no temporary placement of fill shall occur in creeks and drainages.
- 70. BIOmm-7 Soil stockpiles shall not be placed in areas that have the potential for significant runoff during the rainy season. All project-related spills of hazardous materials within or adjacent to project sites shall be cleaned up immediately. Spill prevention and cleanup materials shall be on-site at all times during construction. Cleaning and refueling of equipment and vehicles shall occur only within designated staging areas. The staging areas shall conform to standard Best Management Practices applicable to attaining zero discharge of stormwater runoff. No maintenance, cleaning, or refueling of equipment shall occur within wetland or riparian areas, or within fifty feet of such areas. At a minimum, all project equipment and vehicles shall be checked and maintained on a daily basis to ensure proper operation and to avoid potential leaks or spills.
- 71. BIOmm-8 Impacts to wetland or riparian habitats resulting from project construction shall be mitigated through restoration/enhancement of adjacent wetland and riparian areas at a minimum of a 2:1 ratio (two square feet of restored habitat for each square foot of disturbed habitat) or greater, or as required by any applicable state or federal permit. Restoration/enhancement shall consist of exotic species removal, revegetation with suitable native species (native to the FRP), and maintenance and monitoring of the enhanced areas per the conditions of agency permits obtained for the project. A Habitat Revegetation and Restoration Plan for the project shall be prepared in consultation with the California Department of Fish and Game and the Army Corps of Engineers. A qualified restoration biologist and/or horticulturalist approved by the CCSD shall be retained by the CCSD or its designee to prepare the Habitat Revegetation and Restoration Plan. The Plan shall include success criteria goals and a five-year monitoring schedule. The qualified biologist shall supervise site preparation, timing, species utilized, planting installation, maintenance, monitoring, and reporting of the revegetation/restoration efforts.
- 72. BIOmm-9 Following completion of ground-disturbing activities within or immediately adjacent to riparian or wetland areas, all disturbed and barren areas shall be immediately revegetated with appropriate native vegetation to reduce the risk of erosion, per the requirements of the Habitat Revegetation and Restoration Plan and the Storm Water Pollution Prevention Plan. Areas experiencing temporary disturbance should be replanted with native species that are characteristic of habitats in the project site area.
- 73. BIOmm-11 If disturbance of special-status plants or native habitats located on site cannot be completely avoided through design modification, impacts shall be quantified by number of individuals and by area disturbed, and a Rare Plant Mitigation Plan shall be prepared by a qualified biologist that specifically addresses impacts to and appropriate mitigation and conservation measures for those impacts. The Plan shall identify areas on the project site suitable for sensitive species habitat restoration and revegetation, and shall include planting methods, maintenance and monitoring requirements, and success criteria. Depending on the species at issue, measures may include preservation of areas containing significant populations, potential transplanting of individual plants, and plant propagation and revegetation within appropriate on-site habitats. Removal or pruning of Monterey pine trees required for hazard reduction or fire safety purposes shall not require mitigation under this measure, but pruning shall follow accepted procedures to avoid harm to the tree.
- 74. BIOmm-12 A qualified biological monitor shall be retained consistent with BIOmm-2 to ensure that remaining plants and habitats are not inadvertently disturbed during construction activities. Prior to any project-related ground disturbance, all contractors associated with the construction phases of the proposed project shall be trained by the biological monitor on the identification and biology of sensitive plant species and habitats known in the vicinity of the project area. Work areas should also be clearly delineated and flagged to limit vehicular and foot access to only those areas necessary for project completion. These areas should be designated by the biological monitor to avoid/discourage unnecessary damage to sensitive species and habitats within and near the project area.
- 75. BIOmm-15 To the extent practicable, construction activities within or adjacent to Santa Rosa Creek (within 100 feet) shall be conducted during the dry season (May 15 through October 15).
- 76. BIOmm-18 In order to minimize the possibility of injuring special-status species and other wildlife, herbaceous and small woody vegetation within the project impact area shall be removed by hand with portable motorized equipment (i.e., chainsaws, etc.), prior to the use of heavy equipment or machinery. A qualified biologist shall be on-site to provide clearance for special-status species immediately prior to vegetation removal activities. The biological monitor shall have general knowledge of the natural resources of the area and shall also be experienced in the identification of special-status wildlife species (e.g., California red-legged frog, western pond turtle). In the event of a red-legged frog take, the United States Fish and Wildlife Service shall be notified as soon as is reasonably possible. In the event of a steelhead take, National Marine Fisheries Service shall be contacted and the steelhead shall be removed from the project site and kept in a freezer until further direction from National Marine Fisheries Service.
- 77. BIOmm-19 The number of access routes, size of staging areas, and the total area of activity shall be limited to the minimum necessary to achieve the project goal. Environmentally Sensitive Areas shall be established to confine access routes and construction areas to the minimum area necessary to complete construction and minimize the impact to steelhead, California red-legged frog, and Southwestern pond turtle habitat; this goal includes locating access routes and construction areas outside of wetlands and riparian areas to the maximum extent practicable.
- 78. BIOmm-20 During project activities adjacent to Santa Rosa Creek, all trash that may attract predators shall be properly contained, removed from the work site, and disposed of regularly. Following construction, all trash and construction debris shall be removed from work areas.
- 79. BIOmm-21 All refueling, maintenance, and staging of equipment and vehicles shall occur at designated locations at least 100 feet from riparian areas. Fueling locations shall have spill containment measures and materials present at all times. The monitor shall ensure contamination of habitat does not occur during such operations. All workers shall be informed of the importance of preventing spills and of the appropriate measures to take shall a spill occur.
- 80. BIOmm-22 Project areas disturbed by construction shall be revegetated with an assemblage of native riparian, wetland, and upland vegetation native to the area. Locally collected plant materials shall be used to the extent practicable. Invasive non-native plants within disturbed areas shall be controlled to the maximum extent practicable.
- 81. BIOmm-24 To control sedimentation during and after project implementation, the contractor shall implement Best Management Practices (BMPs) outlined in any authorizations or permits issued under the authorities of the Clean Water Act for the project. If BMPs are ineffective, the contractor shall attempt to remedy the situation immediately, in consultation with the environmental monitor and the CCSD.
- 82. CULTmm-9 In the event archaeological or historical resources are unearthed or discovered during any construction activities, the following shall apply:
 - a. Construction activities shall cease, and the CCSD or its designee, the County Environmental Coordinator, and County Planning Department shall be notified so that the extent and location of discovered materials may be recorded by a qualified archaeologist or historian (as applicable), and disposition of artifacts may be accomplished in accordance with state and federal law.
 - b. In the event archaeological resources are found to include human remains, or in any other case when human remains are discovered during construction, the County Coroner is to be notified in addition to the CCSD,

- County Environmental Coordinator, and County Planning Department so proper disposition may be accomplished.
 - c. Implement CULTmm-1 through CULTmm-8 as applicable.
 - 83. GEOmm-7 Prior to site disturbance and during trail and resource management within the Fiscalini Ranch Preserve (FRP), the CCSD or its designee shall implement the following measures:
 - a. Implement Santa Rosa Creek bank stabilization measures identified in the Public Access and Management Plan (RRM, 2003).
 - b. Streambank restoration plans shall be developed to control bank erosion on the Santa Rosa Creek east bank upstream of the previously restored bank.
 - 84. HYDmm-1 During restoration activities within the Seacrift Gully, soil stabilization measures shall be implemented to ensure that sedimentation or debris do not move downstream and reduce the drainage capacity of the 36-inch culvert beneath Windsor Boulevard.
 - 85. Nmm-1 During construction activities, the use of equipment shall be limited to allowed work hours as defined in the existing County Noise Ordinance, 7:00 A.M. to 9:00 P.M. (Monday through Friday) and 8:00 A.M. to 5:00 P.M. (Saturday and Sunday).
- Conditions to be completed prior to occupancy or final building inspection/establishment of the use**
- 86. AEstmm-7 Upon implementation of the Public Access and Management Plan, short-term actions of phased improvements shall include the following concept:
 - Install and maintain visual screen planting where feasible at areas identified in the Management Plan and subsequent visual assessments as areas likely to require screening in the future.
 - 87. BIOmm-27 For the life of the project, no vehicular parking shall be allowed on the Fiscalini Ranch Preserve, with the exception of existing American Disabilities Act (ADA) parking located at the northern terminus of the Marine Terrace Trail / Bluff Trail; the existing turn-out at the Highway 1 staging area; parking included in the approved Community Park Master Plan on the East Fiscalini Ranch Preserve; and, maintenance and emergency vehicles and equipment.
 - 88. CULTmm-4 Upon completion of all monitoring/mitigation activities, the consulting archaeologist shall submit a report to the CCSD and County Environmental Coordinator summarizing all monitoring/mitigation activities and confirming that all recommended mitigation measures have been met.
 - 89. CULTmm-6 Upon implementation of proposed trail and amenity improvements, the CCSD or its designee shall implement a sign program for the protection of environmental resources. Signage shall include the following, or similar, language: "Please stay on designated trails. Disturbance of sensitive biological habitats and collection of artifacts such as arrowheads, old bottles, and other materials is extremely damaging". At a minimum, signage shall be placed at trailheads.
 - 90. CULTmm-8 Upon completion of all monitoring/mitigation activities, the consulting historical archaeologist shall submit a report to the CCSD and County Environmental Coordinator summarizing all monitoring/mitigation activities and confirming that all recommended mitigation measures have been met.
 - 91. GEOmm-1 Any additional improvements or additions to the Bluff Trail shall be set back from the bluff top a minimum of 25 feet based on site investigations, Coastal Commission and San Luis Obispo County Department of Planning and Building requirements and guidelines, and to the extent feasible considering protection of wetland resources.
 - 92. GEOmm-6 The CCSD shall create a plan for evacuation based on the NWS warning guidance and the San Luis Obispo County Tsunami Emergency Response Plan. In the event of an anticipated tsunami, the CCSD or ranch manager shall post NWS warnings at each trailhead.
 - 93. HMmm-2 To reduce the potential for wildland fire, the CCSD shall implement the Fire Management and Prevention strategies included in the Management Plan, including, but not limited to:
 - a. Creating a defensible zone of 50-300 feet adjacent to the Lodge Hill neighborhood;
 - b. Prohibiting smoking and fires of any kind within the FRP;
 - c. Clearing dead standing trees, dense underbrush and tree limbs up to six feet above ground;
 - d. Posting red flags at staging areas to warn visitors to be careful extra vigilant periods of high fire hazards; and,
 - e. Coordinating all ranch maintenance activities with the CFD.
 - 94. HMmm-3 Prior to operation of the community park, the CCSD shall submit a Hazardous Materials Business Plan to the County Division of Environmental Health.
 - 95. PSUmm-2 Trails proposed for emergency access, including the Marine Terrace Trail and Santa Rosa Creek (West) Trail shall be maintained to ensure function and emergency access throughout the FRP.
 - 96. PSUmm-3 The Cambria CSD Fire Department shall use existing vehicles and trucks capable of carrying rescue personnel and their equipment as well as individual victims, throughout the FRP.
 - 97. PSUmm-4 Immediately following use of an emergency vehicle on non-emergency access roads on the FRP, the FRP manager shall inspect the trail and implement erosion control measures and site restoration as necessary.
 - 98. PSUmm-6 The Cambria CSD Fire Department shall continue to engage in annual fuel reduction activities, especially in the urban/wildland interface areas on the north and boundaries of the West FRP, as outlined in the Public Access and Resource Management Plan.
 - 99. PSUmm-8 Turn-outs and other areas not approved for vehicle parking shall be appropriately signed to inform visitors of the no camping and no parking limitations of the FRP.
 - 100. PSUmm-9 During management of the FRP, the CCSD or ranch manager shall monitor trash quantity and determine if additional trash and recycling receptacles and trash pick-up days are necessary. Trash receptacles shall be placed at major trailheads at the boundary of the ranch, and adjacent to all parking areas.
 - 101. TCmm-2 The CCSD or FRP Manager shall continue to coordinate with the Cambria Trolley service to determine appropriate days of service and trolley stop locations on and in the immediate vicinity of the West FRP.
 - 102. TCmm-3 Upon preparation of informational publications regarding the West FRP, the CCSD shall include a description of and encourage alternative transportation methods to access the FRP, including trolley stops, bicycle routes, and pedestrian walkways.
 - 103. TCmm-6 During operation of the sports fields, the CCSD shall implement a field rotation program. The program shall ensure that during organized sporting events, no more than four sports fields are in operation at one time.
 - 104. Landscaping in accordance with the approved landscaping plan shall be installed or bonded for before final building inspection / establishment of the use. If bonded for, landscaping shall be installed within 60 days after final building. All landscaping shall be maintained in a viable condition in perpetuity.
 - 105. Prior to occupancy or final inspection, which ever occurs first, the applicant shall obtain final inspection and approval from CDF of all required fire/safety measures.
 - 106. Prior to occupancy of any structure associated with this approval, the applicant shall contact the Department of Planning and Building to have the site inspected for compliance with the conditions of this approval.
- On-going conditions of approval (valid for the life of the project)**
- Roads**
- 107. On-going condition of approval (valid for the life of the project), and in accordance with County Code Section 13.08, no activities associated with this permit shall be allowed to occur within the public right-of-way including, but not limited to, project signage, tree planting, fences, etc without a valid Encroachment Permit issued by the Department of Public Works.
 - 108. On-going condition of approval (valid for the life of the project), the CCSD shall be responsible for operation and maintenance of public road frontage sidewalks, landscaping, street lighting, parking lots and pedestrian amenities in a viable condition and on a continuing basis into perpetuity or until specifically accepted for maintenance by another public agency.
 - 109. On-going condition of approval (valid for the life of the project), individual traffic impacting improvements (not limited to but including: parking lots, parking spaces, pedestrian amenities alongside roadways), shall require a Traffic Engineer's Report to establish necessary mitigations unless waived by the County Public Works Director.
- Fees**
- 110. On-going condition of approval (valid for the life of the project), and in accordance with Title 13.01 of the County Code the applicant shall be responsible for paying to the

- Department or public works the appropriate north Coast road improvement fees for each future building permitted in the amount prevailing at the time of payment.
- Drainage**
- 111. On-going condition of approval (valid for the life of the project), the project's various developments shall comply with the requirements of the National Pollutant Discharge Elimination System Phase I and / or Phase II storm water program and the County's Storm Water Pollution Control and Discharge Ordinance, Title 8, Section 8.68 et seq.
- Equestrian usage**
- 112. A. Equestrians are limited by the Management Plan to using the following trails: Marine Terrace (2), Ridge (3), Creek to Forest (7), West Santa Rosa Creek (8), and Creek to Ridge (9) Trails. The number of equestrians using the Fiscalini Ranch Preserve cannot exceed 6 per day not to exceed 12 per week. Equestrians shall not ride in the creek or within riparian areas. There shall be no off trail riding or crossing beneath Highway 1. All trails shall include signage to notify users of these restrictions.
 - B. The applicant shall submit for Planning Department approval a revised trail plan consistent with the changes as shown on exhibit D presented at the Planning Commission hearing.
 - C. County approved barriers shall be installed on either side of Santa Rosa creek to prevent equestrian use in the creek.
- General**
- 113. Annual monitoring reports shall be submitted to the County Planning Department consistent with the mitigation measures.
 - 114. CCSD will provide adequate timely notification to the County and the public before projects commence by including them on the CCSD Board of Directors agenda.
 - 115. This land use permit is a phased project as described in condition 1. The land use permit is considered to be vested once a construction permit has been issued and substantial site work has been completed within the time period outlined in Condition 1. In this case, this land use permit is considered to be vested once one of the projects (not listed as "complete") from Table A is implemented and constructed.
 - 116. All conditions of this approval shall be strictly adhered to, within the time frames specified, and in an on-going manner for the life of the project. Failure to comply with these conditions of approval may result in an immediate enforcement action by the Department of Planning and Building. If it is determined that violation(s) of these conditions of approval have occurred, or are occurring, this approval may be revoked pursuant to Section 23.10.160 of the Land Use Ordinance.

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FISCALINI RANCH PRESERVE LINKING BOARDWALK PROJECT CONDITIONS OF APPROVAL

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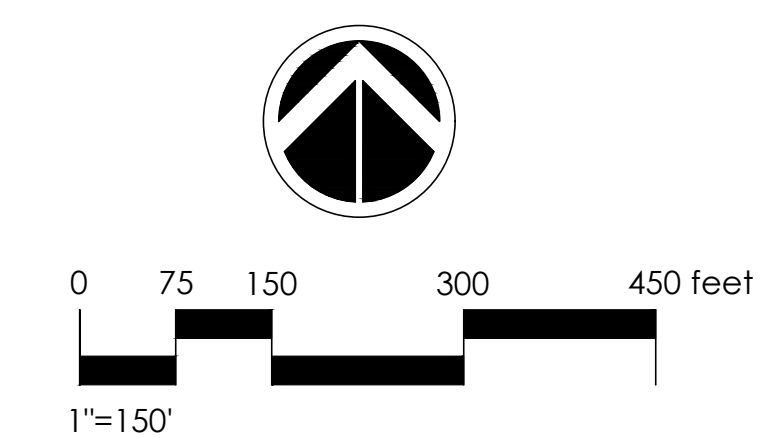


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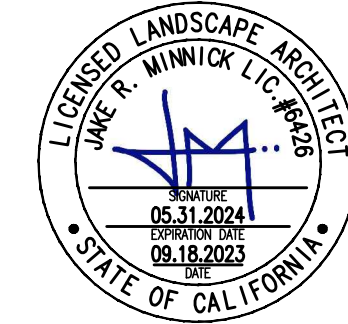
SYMBOL	DESCRIPTION
	CONSTRUCTION STAGING ROUTE
	APPROXIMATE PROJECT LIMIT OF WORK

NOTES

1. CONTRACTOR SHALL HOLD A PRECONSTRUCTION MEETING ONSITE WITH A REPRESENTATIVE FROM EACH SUBCONTRACTOR AND THE OWNER'S REPRESENTATIVES SEVEN DAYS BEFORE COMMENCEMENT OF CONSTRUCTION TO DISCUSS CONSTRUCTION STAGING, ACCESS, AND WORKER CONDUCT
2. OWNER TO SUPPLY CONTRACTOR WITH ACCESS TO SWING GATES AT ENTRANCE A & B DURING THE TIME OF CONSTRUCTION
3. CONTRACTOR TO PROVIDE A SECURE STAGING AREA FOR STORAGE OF MATERIALS AND EQUIPMENT. TEMPORARY CHAIN LINK FENCING SHALL BE INSTALLED AND THE ENTRANCE SHALL REMAIN LOCKED AT ALL TIMES UNLESS OCCUPIED BY THE CONTRACTOR OR AN AUTHORIZED REPRESENTATIVE



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SAN LUIS OBISPO, CA 93401
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**FISCALINI RANCH PRESERVE
LINKING BOARDWALK**

**CONSTRUCTION STAGING
AND ACCESS ROUTE**

NO.	REVISION	DATE
1	PLAN CHECK 1	09/18/23

PROJECT MANAGER
JM

DRAWN BY JM **CHECKED BY** JM

DATE
SEPTEMBER 18, 2023

PROJECT NUMBER
2938-01-RC22

SHEET
G005



COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF PLANNING & BUILDING
TREVOR KEITH DIRECTOR OF PLANNING & BUILDING

VIA ELECTRONIC MAIL: Brandi Cummings <brandi.cummings@swca.com>

August 12, 2022

SWCA Environmental Consultants
1422 Monterey Street Suite B200
San Luis Obispo, CA. 93401

SUBJECT: Conditional Substantial Conformance Determination for Project Modification
MOD2022-00050 to Minor Use Permit DRC2010-00026 for Cambria Community
Services District.

Dear Ms. Cummings,

This letter relates to the Project Modification Application MOD2022-00050 for Minor Use Permit DRC2010-00026 for Cambria Community Services District. Based on the information provided, the Planning and Building Department has determined that the proposed changes are in substantial conformance with the approved development and County Code Section 23.02.038. A review of the proposed changes and reason for the determination are provided below.

Description of Proposed Changes:

The proposed changes include modification to the previously approved land use entitlement to allow for improvements and additions to the existing trail system on the West Fiscalini Ranch Preserve (FRP) and East FRP, management and restoration of resources on the FRP, and development of a community Park on the East FRP.

Basis for Substantial Conformance Determination:

- The proposed replacement and relocation of the Meander Trail do not result in any new or increased environmental impacts. The trail replacement and relocation will not increase environmental impacts because:
 - The proposed project would not include improvements that would result in more severe impacts to wetlands than those recognized in the 2009 FEIR.
 - The proposed trail reconstruction is consistent with identified potential impacts to terrestrial species including American badger and Monterey dusky-footed woodrat. Implementation of pre-construction surveys (BIO/mm-14) would reduce the impact to less than significant, therefore the proposed project is consistent with the 2009 FEIR.
 - Implementation of pre-construction surveys (BIO/mm-25 and BIO/mm-26) would reduce the potential impacts to nesting birds from noise to less than significant.

976 OSOS STREET, ROOM 300 | SAN LUIS OBISPO, CA 93408 | (805) 781-5600 | TTY/TRS 7-1-1
www.sloplanning.org | planning@co.slo.ca.us

Substantial Conformance Request – Minor Use Permit DRC2010-00026 Cambria CSD

- The proposed project would result in approximately 400 square feet of ESHA impacts. The 2009 FEIR requires mitigation for impacts to a wetland habitat at a 2:1 ratio, which would be achieved and exceeded with revegetation of the existing trail.
 - The project would not disturb any of the 15 known archaeological sites, and would be subject to a monitoring plan, and the presence of an archaeologist and Native American monitor during all earth disturbing activities to address discovery of any previously unknown subsurface cultural materials.
- The proposed changes do not result in the need to modify any of the Conditions of Approval.
 - The proposed changes are consistent with the approved development as stated in the Conditions of Approval.
 - The proposed changes do not result in any changes to the project that were specifically considered by the review authority.
 - The proposed changes are in conformance with the approved project.

Special Requirements:

The proposed modifications shall comply with all original conditions from Minor Use Permit DRC2010-00026, as well as the following requirements:

- Prior to commencing activities**, the applicant shall demonstrate compliance with the Conditions of Approval associated with the Minor Use Permit DRC2010-00026.
- At the time of application for any future construction permits**, this letter and a copy of the Conditions of Approval from the Minor Use Permit DRC2010-00026 (Attachment A) shall be printed on the construction drawings.
- Indemnification**, the applicant shall, as a condition of approval of this land use permit application, defend, hold harmless and indemnify, at his or her sole expense (including attorney's fees, with Counsel approved by the County), any action brought against the County of San Luis Obispo, its present or former officers, agents, or employees, by a third party challenging either its decision to approve this land use permit or the manner in which the County is interpreting or enforcing the conditions of this land use permit, or any other action by a third party relating to approval or implementation of this land use permit. The applicant shall reimburse the County for any court costs and attorney fees that the County may be required by a court to pay as a result of such action, but such participation shall not relieve the applicant of his obligation under this condition. Upon request of the County, the applicant shall also enter into a separate agreement with the County (the "Indemnity Agreement"), in a form approved by County Counsel, agreeing to defend, indemnify, save and hold harmless the County, its present or former officers, agents, or employees, against actions by a third party challenging either its decision to approve this land use permit or the manner in which the County is interpreting or enforcing the conditions of this land use permit, or any other action by a third party

Substantial Conformance Request – Minor Use Permit DRC2010-00026 Cambria CSD

relating to or arising out of the approval or implementation of this land use permit. The agreement shall provide that the applicant will indemnify the County and reimburse it for any costs and/or attorney's fees which the County incurs as a result of such action, and that the County's participation or non-participation in any such litigation shall not relieve the applicant of his or her obligations under this condition or the agreement. The applicant shall also provide sufficient guarantees for the obligations hereunder as determined by County Counsel. Any violation of this condition, including the applicant's failure to execute the Indemnity Agreement or breach thereof, or failure to provide sufficient guarantees, is grounds for the County to rescind and/or revoke its approval of this land use permit. These defense and indemnity obligations shall survive any rescission, revocation and/or set aside of this land use permit.

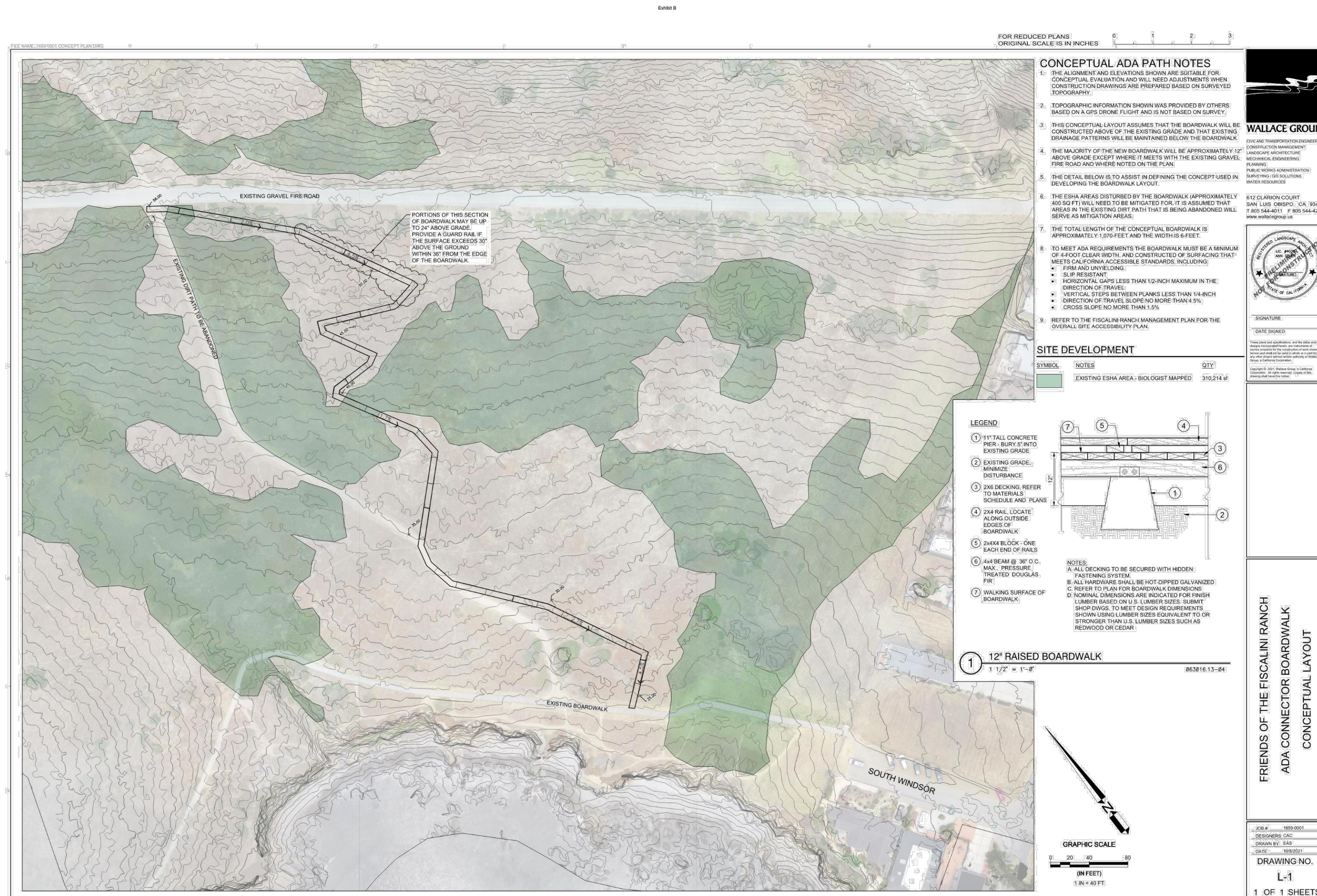
If you have any questions regarding this determination, please contact me at kmorais@co.slo.ca.us or (805) 781-5136.

Sincerely,

Kip Morais, Planner II

Attachments

- Attachment A – Conditions of Approval
- Attachment B – Revised Site Plan



NOTES

- SEE "CONDITIONS OF APPROVAL," SHEETS G003-G004
- SEE "REVISED SITE PLAN," THIS SHEET



FISCALINI RANCH PRESERVE
LINKING BOARDWALK
PROJECT SUBSTANTIAL
CONFORMANCE DETERMINATION

NO.	REVISION	DATE
1	PLAN CHECK 1	09/18/23

PROJECT MANAGER
JM

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DATE
SEPTEMBER 18, 2023

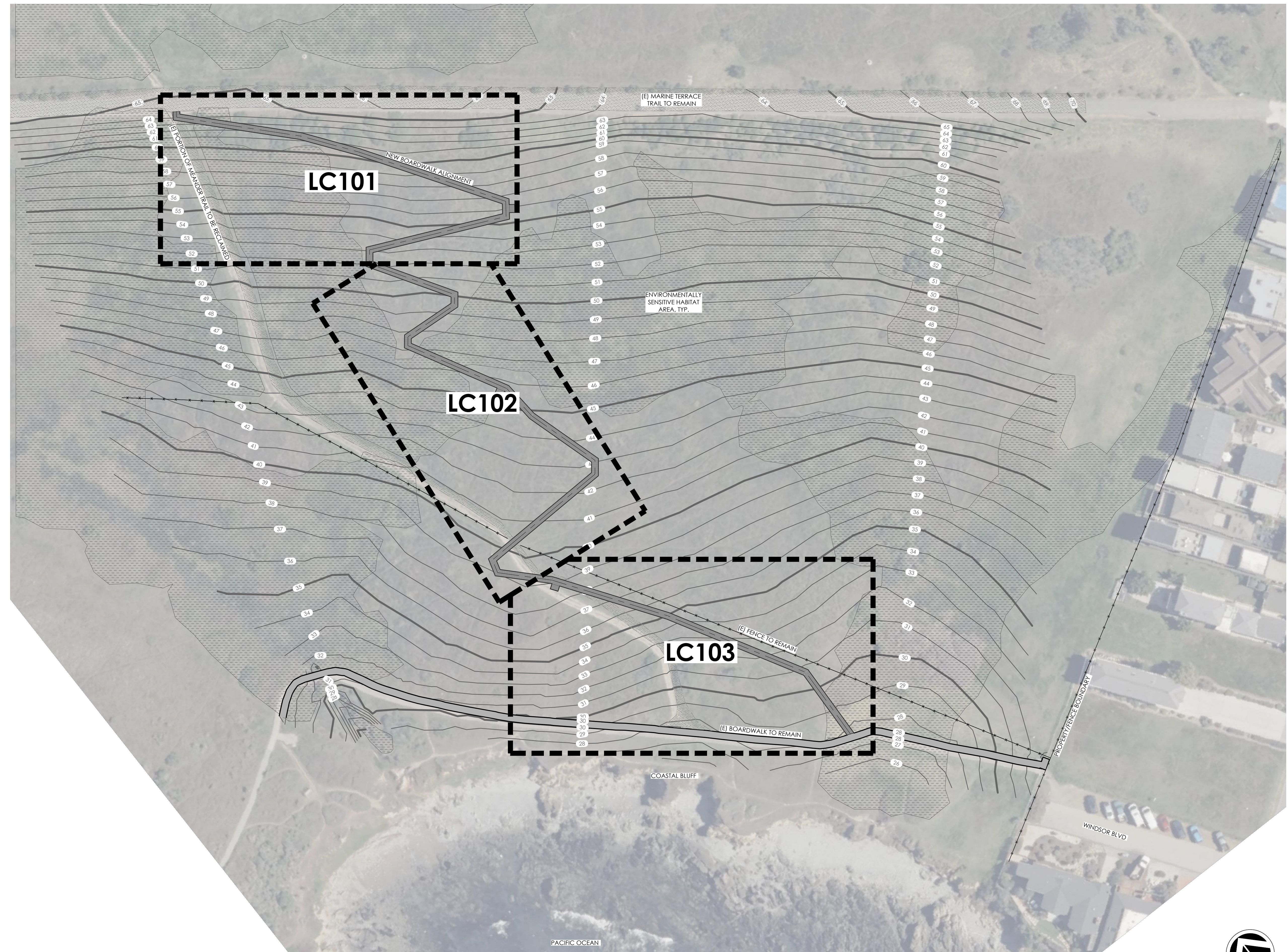
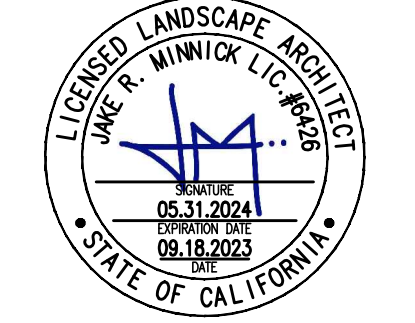
PROJECT NUMBER
2938-01-RC22

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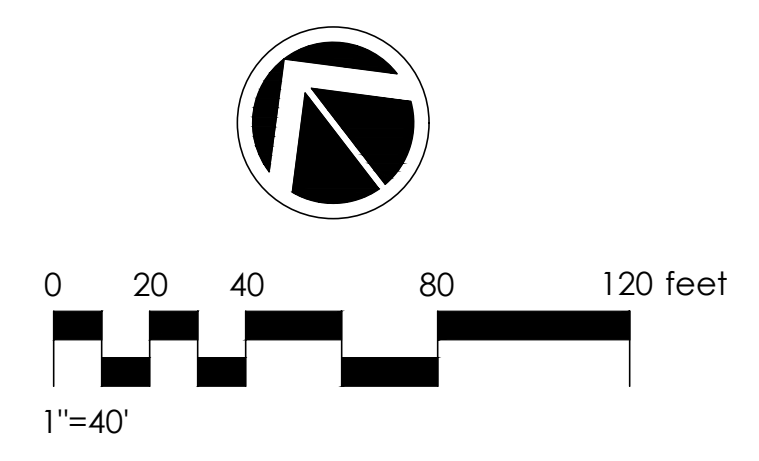
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**FISCALINI RANCH PRESERVE
LINKING BOARDWALK**
SITE REFERENCE PLAN

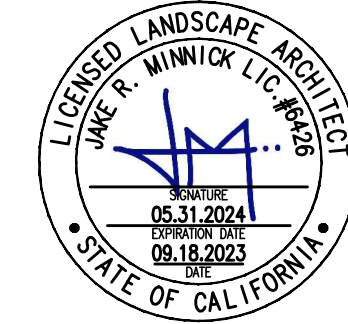
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DK
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JM
DATE
SEPTEMBER 18, 2023
PROJECT NUMBER
2938-01-RC22

SHEET
LC100



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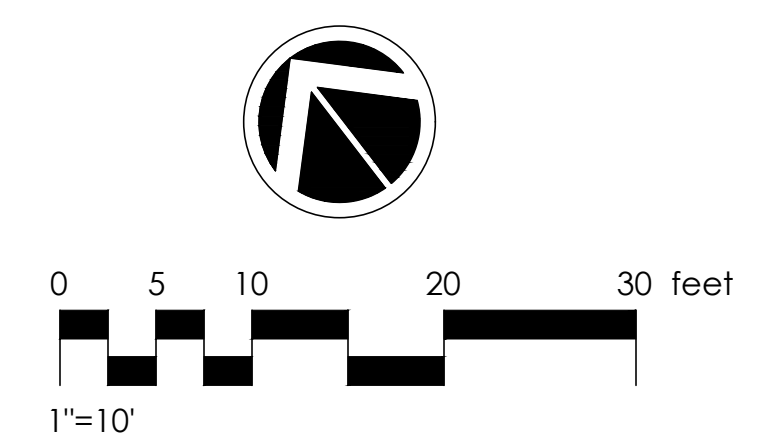
MATCHLINE, SEE SHEET LC102

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- NOTES**
- APPROXIMATELY 1,215 LF OF BOARDWALK IS PROPOSED
 - BOARDWALK GRADIENT SHALL NOT EXCEED 5% IN THE DIRECTION OF TRAVEL OR 2% PERPENDICULAR TO THE PATH OF TRAVEL
 - BOARDWALK HEIGHT SHALL NOT EXCEED 30" MEASURED FROM ADJACENT FINISH GRADE WITHIN 3' OF THE WALKING SURFACE
 - APPROXIMATE CUMULATIVE AREA OF PERMANENT ESHA IMPACTS: 630 FT²
 - APPROXIMATE AREA OF RECLAIMED TRAIL TO BE USED AS MITIGATION FOR ESHA IMPACTS (2:1 REQUIRED): 4,660 FT²

SYMBOL LEGEND

SYMBOL	DESCRIPTION	
	DETAIL CALLOUT, WHERE 'X' IS THE DETAIL NUMBER AND 'Y' IS THE PAGE NUMBER	-
	SECTION CALLOUT, WHERE 'X' IS THE SECTION NUMBER AND 'Y' IS THE PAGE NUMBER	-
	BIOLOGIST MAPPED ENVIRONMENTALLY SENSITIVE HABITAT AREA (ESHA)	-
	WOODEN BOARDWALK	1 LC501
	BOARDWALK CENTERLINE	-



**FISCALINI RANCH PRESERVE
LINKING BOARDWALK
CONSTRUCTION PLAN**

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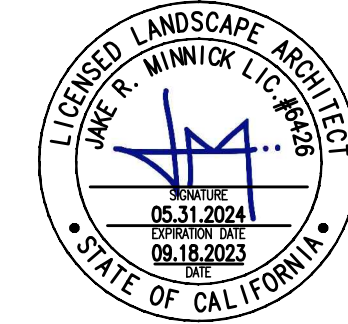
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SEPTEMBER 18, 2023

PROJECT NUMBER
2938-01-RC22

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**FISCALINI RANCH PRESERVE
LINKING BOARDWALK
CONSTRUCTION PLAN**

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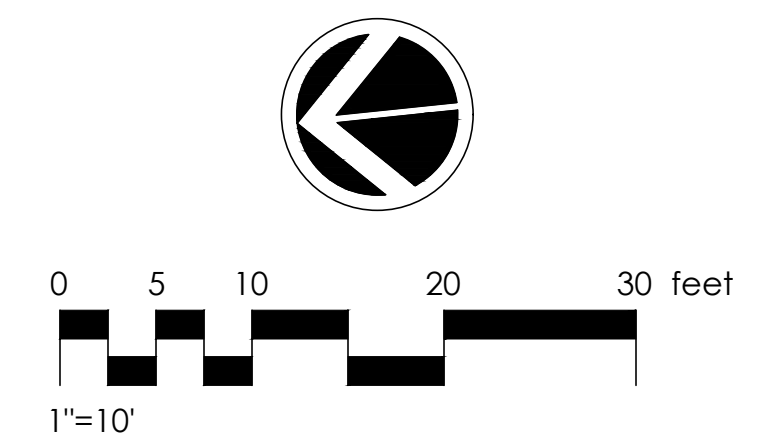
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DATE
SEPTEMBER 18, 2023
PROJECT NUMBER
2938-01-RC22
SHEET

LC102

- NOTES**
- APPROXIMATELY 1,215 LF OF BOARDWALK IS PROPOSED
 - BOARDWALK GRADIENT SHALL NOT EXCEED 5% IN THE DIRECTION OF TRAVEL OR 2% PERPENDICULAR TO THE PATH OF TRAVEL
 - BOARDWALK HEIGHT SHALL NOT EXCEED 30" MEASURED FROM ADJACENT FINISH GRADE WITHIN 3' OF THE WALKING SURFACE
 - APPROXIMATE CUMULATIVE AREA OF PERMANENT ESHA IMPACTS: 630 FT²
 - APPROXIMATE AREA OF RECLAIMED TRAIL TO BE USED AS MITIGATION FOR ESHA IMPACTS (2:1 REQUIRED): 4,660 FT²

SYMBOL LEGEND

SYMBOL	DESCRIPTION	
	DETAIL CALLOUT, WHERE 'X' IS THE DETAIL NUMBER AND 'Y' IS THE PAGE NUMBER	-
	SECTION CALLOUT, WHERE 'X' IS THE SECTION NUMBER AND 'Y' IS THE PAGE NUMBER	-
	BIOLOGIST MAPPED ENVIRONMENTALLY SENSITIVE HABITAT AREA (ESHA)	-
	WOODEN BOARDWALK	1 LC501
	BOARDWALK CENTERLINE	-





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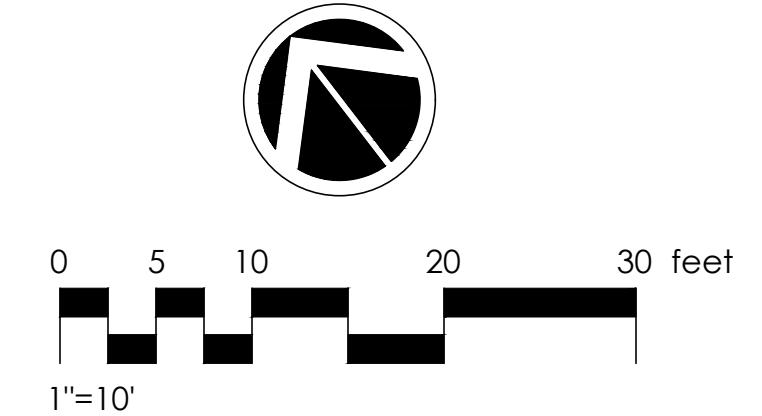
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NOTES

1. APPROXIMATELY 1,215 LF OF BOARDWALK IS PROPOSED
2. BOARDWALK GRADIENT SHALL NOT EXCEED 5% IN THE DIRECTION OF TRAVEL OR 2% PERPENDICULAR TO THE PATH OF TRAVEL
3. BOARDWALK HEIGHT SHALL NOT EXCEED 30" MEASURED FROM ADJACENT FINISH GRADE WITHIN 3' OF THE WALKING SURFACE
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SYMBOL	DESCRIPTION	
	DETAIL CALLOUT, WHERE 'X' IS THE DETAIL NUMBER AND 'Y' IS THE PAGE NUMBER	-
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	BIOLOGIST MAPPED ENVIRONMENTALLY SENSITIVE HABITAT AREA (ESHA)	-
	WOODEN BOARDWALK	1 LC501
	BOARDWALK CENTERLINE	-

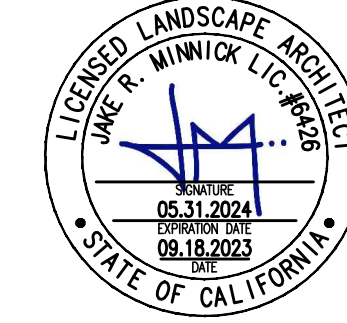


**FISCALINI RANCH PRESERVE
LINKING BOARDWALK
CONSTRUCTION PLAN**

NO.	REVISION	DATE
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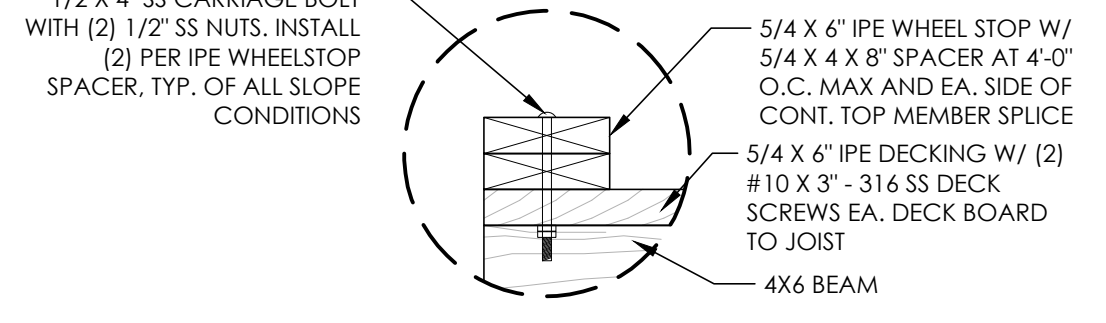
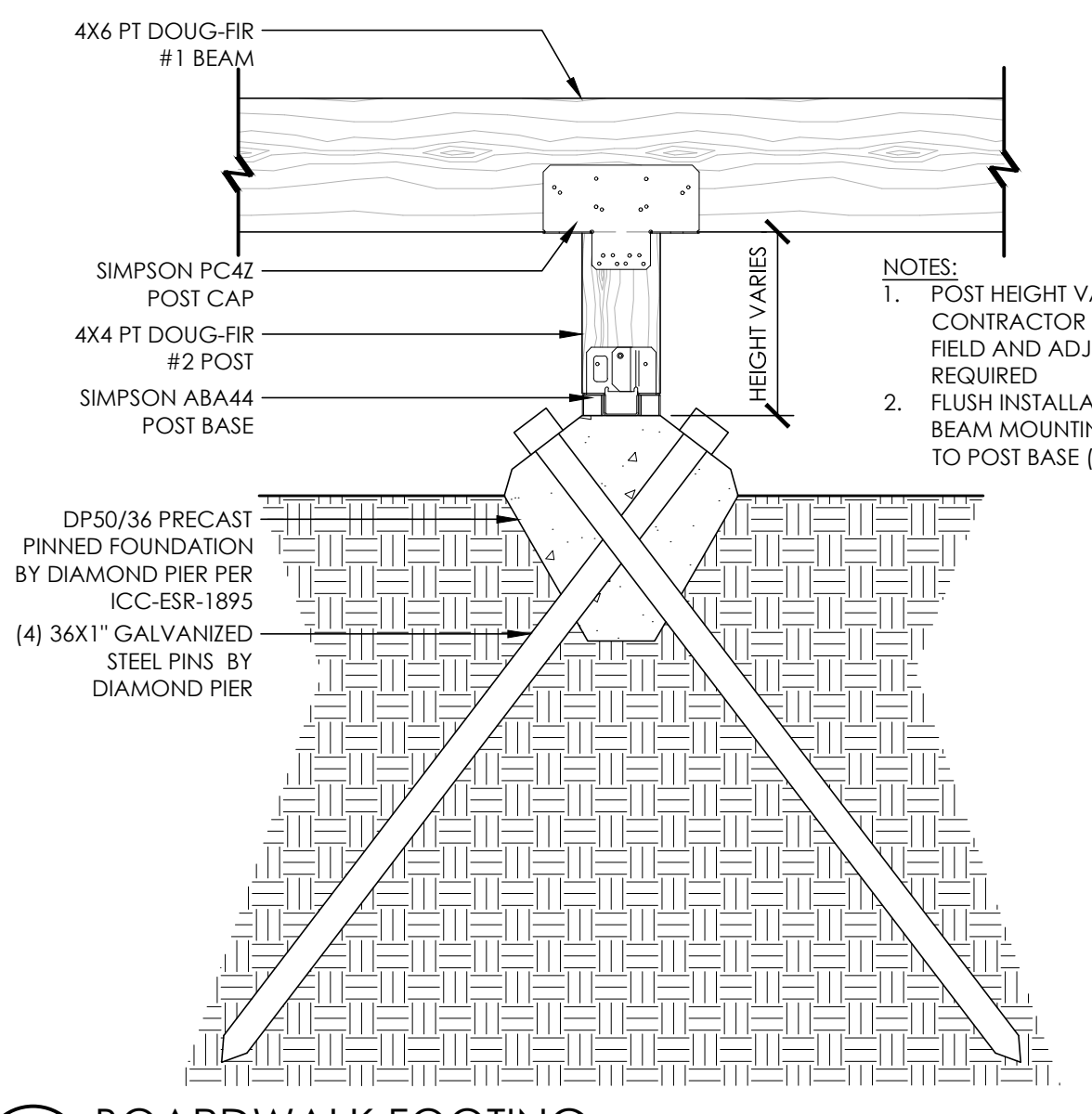
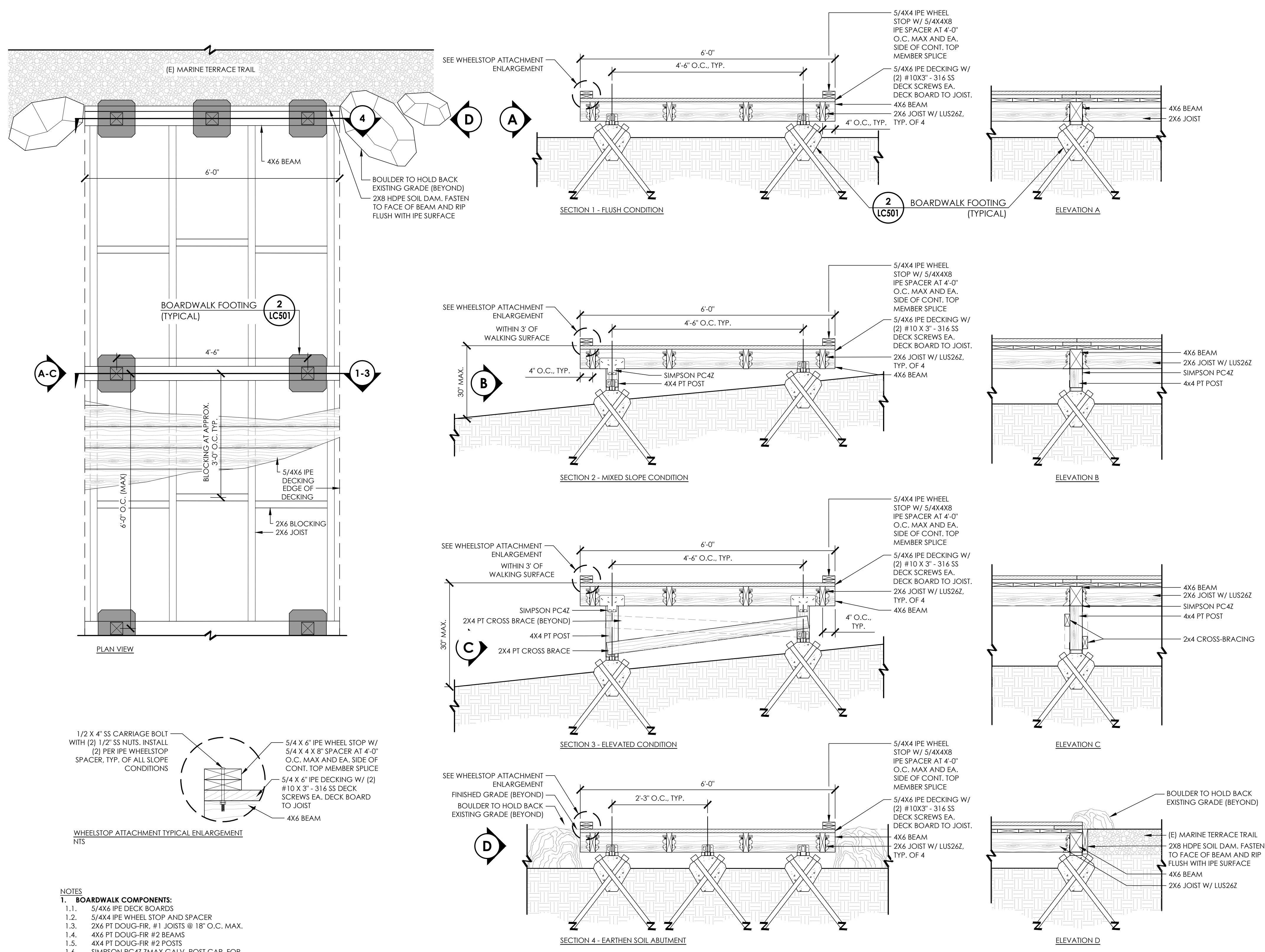
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SEPTEMBER 18, 2023
PROJECT NUMBER
2938-01-RC22
SHEET
LC103

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Friends of the Fiscalini Ranch Preserve

CAMBRIA COMMUNITY SERVICES DISTRICT



- NOTES
- BOARDWALK COMPONENTS:**
 - 5/4x6 IPE DECK BOARDS
 - 5/4x4 IPE WHEEL STOP AND SPACER
 - 2x6 PT DOUG-FIR #1 JOISTS @ 18" O.C. MAX.
 - 4x6 PT DOUG-FIR #2 BEAMS
 - 4x4 PT DOUG-FIR #2 POSTS
 - SIMPSON PC4Z ZMAX GALV. POST CAP, FOR 4X NOMINAL SIMPSON LUS262 ZMAX GALV. JOIST HANGER FOR 2X6 NOMINAL
 - 2x8 HDPE SOIL DAM
 - ALL FASTENERS SHALL BE 316 STAINLESS STEEL AS DETAILED ABOVE
 - BOARDWALK SURFACE SHALL NOT EXCEED 30" ABOVE FINISHED GRADE WITHIN 3' HORIZONTALLY MEASURED FROM THE EDGE OF WALKING SURFACE
 - LUMBER TO HAVE MINIMUM OF 1" GROUND CLEARANCE
 - APPLY END GRAIN SEALANT TO ALL CUT ENDS OF IPE DECKING MATERIAL

2 BOARDWALK FOOTING
 1 1/2" = 1'-0"
 RRM-2900-2938.01-04

1 WOODEN BOARDWALK
 3/4" = 1'-0"
 RRM-2900-2938.01-01

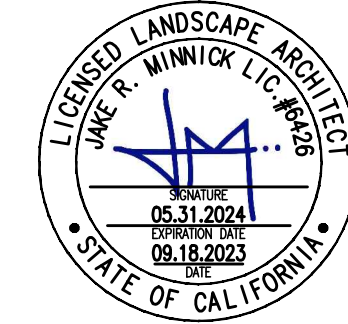
FISCALINI RANCH PRESERVE LINKING BOARDWALK CONSTRUCTION DETAILS

NO.	REVISION	DATE
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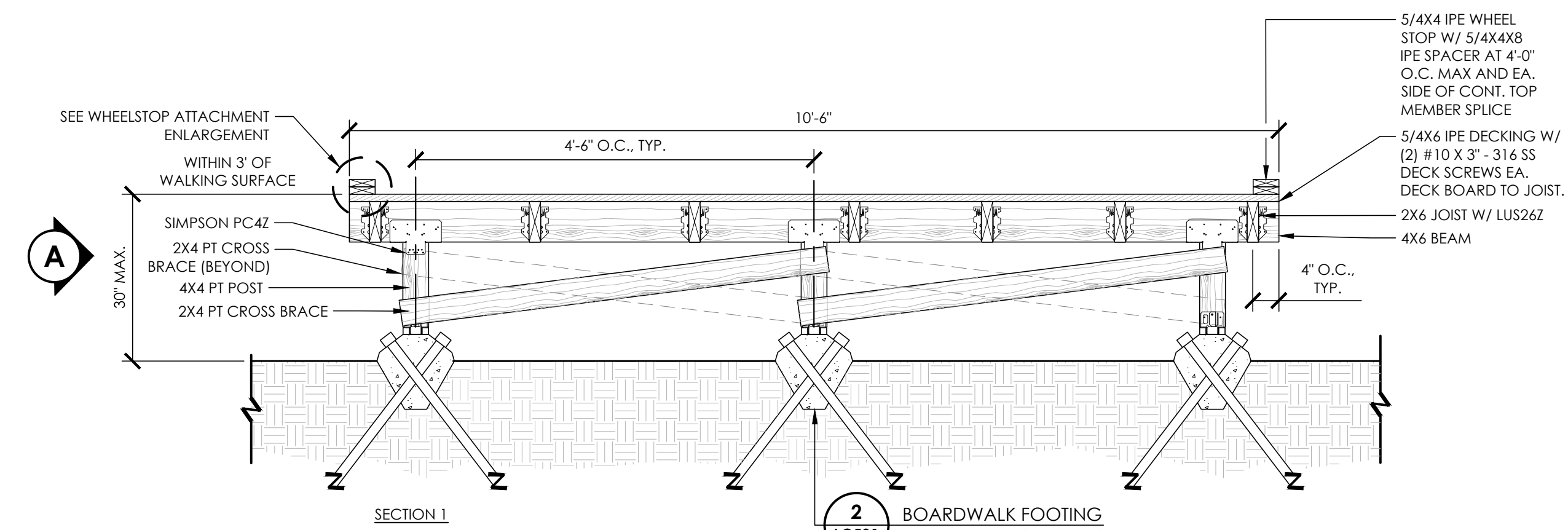
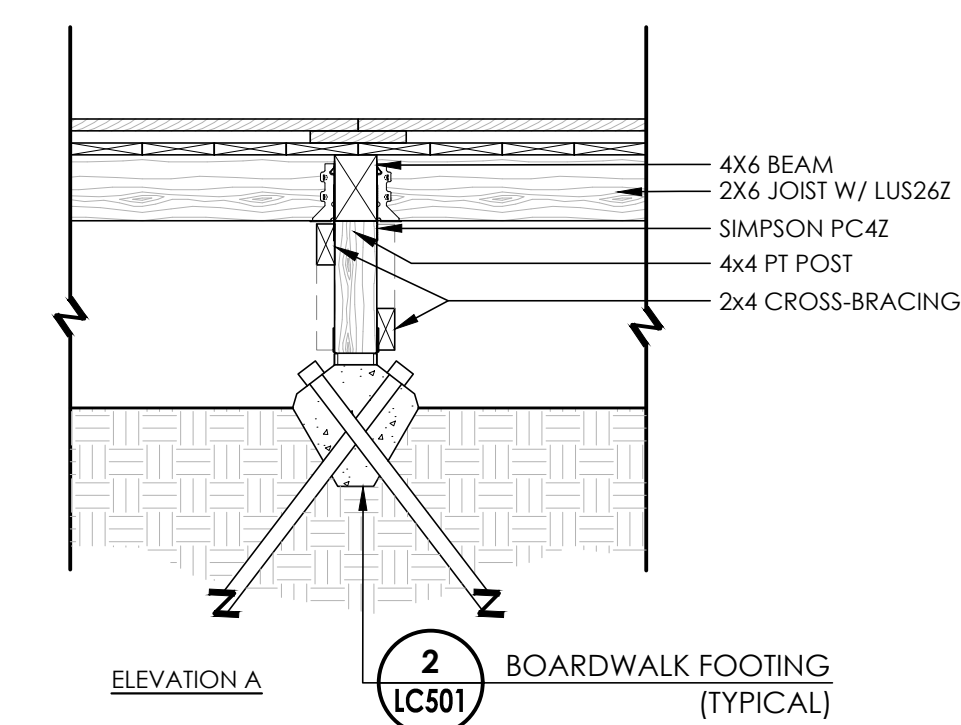
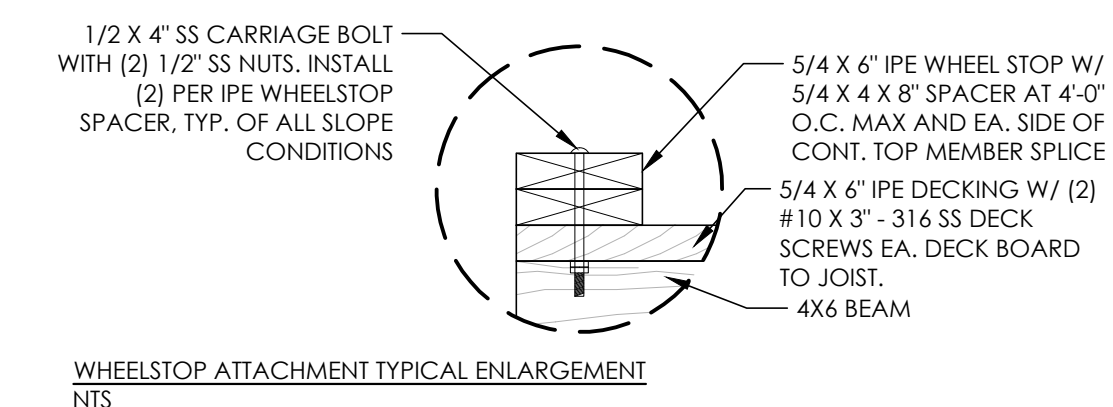
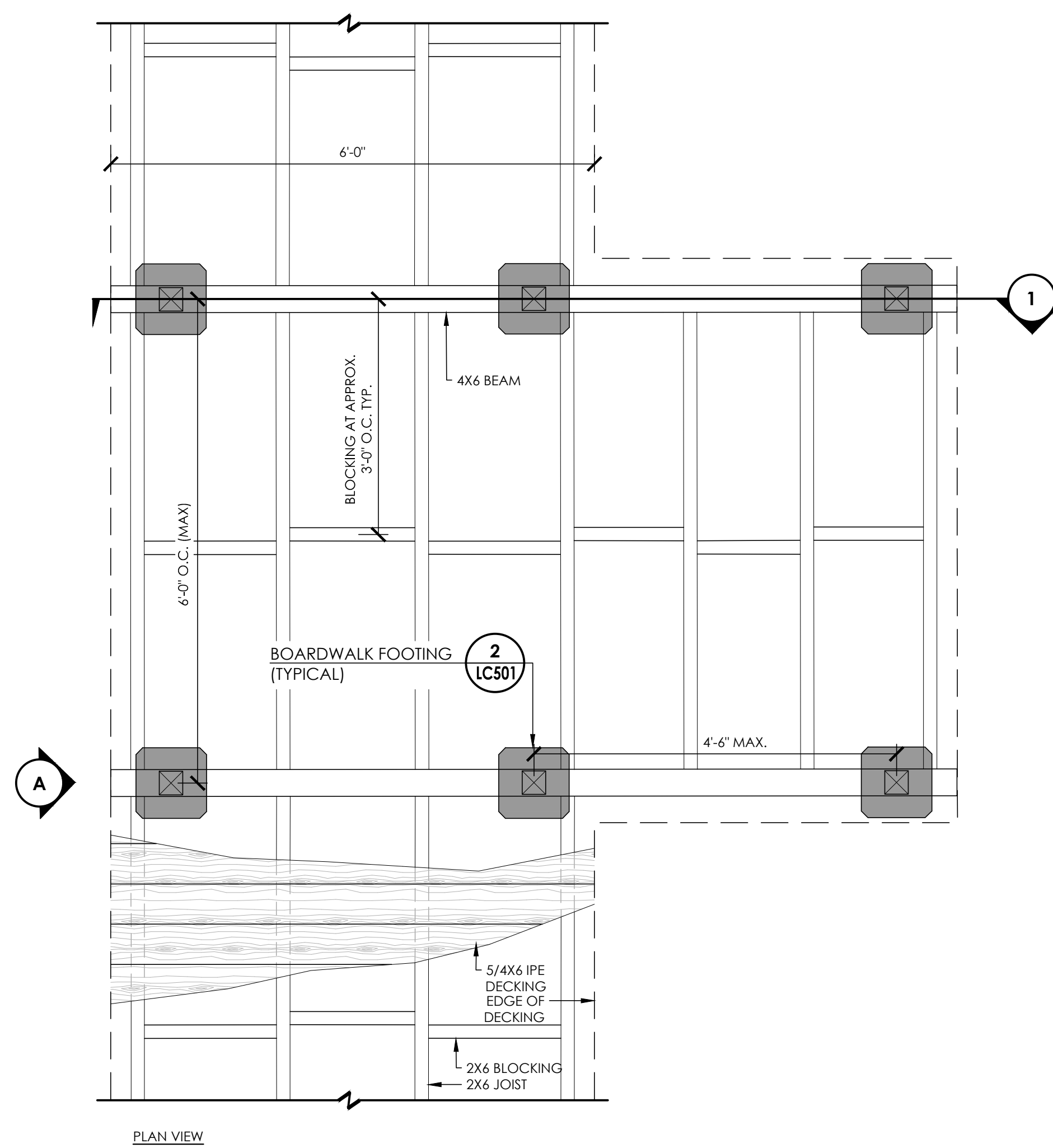
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 CHECKED BY
 JM
 DATE
 SEPTEMBER 18, 2023
 PROJECT NUMBER
 2938-01-RC22
 SHEET
 LC501

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- NOTES
- BOARDWALK EXTENSION COMPONENTS:**
 - 5/4X6 IPE DECK BOARDS
 - 5/4X4 IPE WHEEL STOP AND SPACER
 - 2X6 PT DOUG-FIR #1 JOISTS @ 18" O.C. MAX. 4X6 PT DOUG-FIR #2 BEAMS
 - 4X4 PT DOUG-FIR #2 POSTS
 - SIMPSON PC4Z ZMAX GALV. POST CAP. FOR 4X NOMINAL
 - SIMPSON LUS26Z ZMAX GALV. JOIST HANGER FOR 2X6 NOMINAL
 - ALL FASTENERS SHALL BE 316 STAINLESS STEEL AS DETAILED BELOW
 - BOARDWALK SURFACE SHALL NOT EXCEED 30" ABOVE FINISHED GRADE WITHIN 3' HORIZONTALLY MEASURED FROM THE EDGE OF WALKING SURFACE
 - LUMBER TO HAVE MINIMUM OF 1" GROUND CLEARANCE
 - APPLY END GRAIN SEALANT TO ALL CUT ENDS OF IPE DECKING MATERIAL



1 BOARDWALK EXTENSION
3/4" = 1'-0"

RRM-2900-2938.01-03

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FISCALINI RANCH PRESERVE
LINKING BOARDWALK
CONSTRUCTION DETAILS

NO.	REVISION	DATE
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DK
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JM
DATE
SEPTEMBER 18, 2023
PROJECT NUMBER
2938-01-RC22

SHEET
LC502

I. CLEARING AND GRUBBING

- A. GENERAL
 1. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT FOR CLEARING AND GRUBBING OPERATIONS PERFORMED IN ADVANCE OF GRADING OPERATIONS.
 2. CLEARING AND GRUBBING SHALL CONSIST OF REMOVING ALL NATURAL AND ARTIFICIAL OBJECTIONABLE MATERIALS WITHIN THE LIMITS OF CONSTRUCTION.
 3. EXCEPT AS INDICATED ON THE DRAWINGS, MATERIALS REMOVED SHALL NOT BE INCORPORATED IN THE PROJECT.
 4. DEPRESSIONS CAUSED BY THE REMOVAL OF OBJECTIONABLE MATERIALS SHALL BE BACKFILLED AND COMPACTED WITH MATERIALS EQUAL TO THE SURROUNDING SOIL.PRESERVATION OF PROPERTY
 5. COSTS INCURRED DUE TO REPAIR OR REPLACEMENT OF EXISTING IMPROVEMENTS WHICH ARE NOT DESIGNATED FOR REMOVAL AND WHICH ARE DAMAGED AS A RESULT OF CONSTRUCTION OPERATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
 6. REPLACEMENTS SHALL BE AT LEAST EQUAL TO THE CONDITIONS WHEN CONTRACTOR ENTERED UPON THE WORK, AND SHALL MATCH THEM IN FINISH AND DIMENSION. PLANT MATERIAL SHALL BE REPLACED WITH THE SAME SPECIES, SIZE, AND IN THE ORIGINAL LOCATION (UNLESS OTHERWISE DESIGNATED).
- B. REMOVAL AND DISPOSAL OF MATERIAL
 1. ALL MATERIALS REMOVED SHALL BE DISPOSED OF OFF-SITE. BURNING SHALL NOT BE PERMITTED. NO ACCUMULATION OF FLAMMABLE MATERIAL SHALL REMAIN ON OR ADJACENT TO THE PROJECT SITE.
 2. ABANDONED PIPES SHALL BE CAPPED OR PLUGGED.

II. EARTHWORK/FINE GRADING

- A. GENERAL
 1. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT TO PERFORM ALL EARTHWORK OPERATIONS AS INDICATED ON THE DRAWINGS AND SPECIFIED HEREIN.
 2. IT IS THE INTENT OF THE DRAWINGS THAT THE GRADING BE A BALANCED CUT AND FILL OPERATION. IF, DURING GRADING OPERATIONS AN EXCESS OR DEFICIENCY OF EARTH BECOMES APPARENT, CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER OR LANDSCAPE ARCHITECT.
 3. THE CONTRACTOR SHALL PROVIDE ALL LINES AND GRADES NECESSARY TO PROPERLY CARRY ON THE WORK. ANY WORK WHICH IS NOT FOUND TO COMPLY WITH THE LINES AND GRADES SHOWN ON THE DRAWINGS SHALL BE ALTERED OR REMOVED AND REPLACED BY, AND AT THE EXPENSE OF, THE CONTRACTOR.
 4. ALL BENCH MARKS, MONUMENTS AND OTHER REFERENCE POINTS SHALL REMAIN UNDISTURBED.
- B. PROTECTION OF PROPERTY
 1. COSTS INCURRED DUE TO REPAIR OR REPLACEMENT OF EXISTING IMPROVEMENTS WHICH ARE NOT DESIGNATED FOR REMOVAL AND WHICH ARE DAMAGED AS A RESULT OF CONSTRUCTION OPERATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- C. GRADING OPERATIONS
 1. FINISHED SURFACES IN ALL CASES SHALL CONFORM TO THE LINES, GRADES, CROSS SECTIONS AND DIMENSIONS INDICATED ON THE DRAWINGS.
 2. EARTHEN FINISH GRADES SHALL BE WELL COMPACTED, REASONABLY SMOOTH, INSURING POSITIVE DRAINAGE, FREE OF ABRUPT GRADE CHANGES, IRREGULARITIES, WATER POCKETS OR DISCONTINUITIES IN SURFACE LEVEL.
 3. NO GRADING SHALL BE DONE WHEN THE MOISTURE CONTENT OF THE SOIL IS SO GREAT THAT EXCESSIVE COMPACTION WILL OCCUR, NOR WHEN IT IS SO DRY THAT DUST WILL FORM IN THE AIR OR THAT CLODS WILL NOT BREAK READILY.
 4. GRADING SHALL BE COMPLETED PRIOR TO WEED ABATEMENT OPERATIONS AND SOIL PREPARATION.
- D. EXCAVATION
 1. EXCAVATIONS SHALL BE TO THE DIMENSIONS AND ELEVATIONS INDICATED ON THE DRAWINGS, OF SUFFICIENT WIDTH TO PROVIDE CLEARANCES FOR SETTING OF FORMS AND INSPECTION OF THE VARIOUS CLASSIFICATIONS OF WORK.
 2. CONCRETE FOR FOOTINGS SHALL BE PLACED AGAINST NATIVE GRADE OR CERTIFIED COMPACTED SUBGRADE WHICH HAS BEEN THOROUGHLY WETTED.
 3. BOTTOM OF EXCAVATIONS SHALL BE LEVEL, FREE FROM LOOSE MATERIAL, AND FREE FROM STANDING WATER.
- E. COMPACTED FILL
 1. FILL MATERIAL SHALL BE COMPOSED OF SATISFACTORY EXCAVATED MATERIAL OR APPROVED IMPORTED SOIL AND SHALL BE EVENLY SPREAD IN UNIFORM CONTINUOUS HORIZONTAL LAYERS NOT MORE THAN SIX INCHES (6") DEEP OF UNCOMPACTED THICKNESS.
 2. EACH UNCOMPACTED LAYER SHALL BE MOISTENED OR AERATED AS NECESSARY TO OBTAIN AN EVEN MOISTURE DISTRIBUTION WITHIN THREE PERCENT (3%) OF OPTIMUM MOISTURE CONTENT.
 3. EACH LIFT AND THE UPPER SIX INCHES (6") OF NATIVE SOIL SHALL BE COMPACTED TO AT LEAST EIGHTY FIVE PERCENT (85%) OF MAXIMUM DENSITY OBTAINABLE IN AREAS DESIGNATED FOR PLANTING AND AT LEAST NINETY PERCENT (90%) MAXIMUM DENSITY OBTAINABLE IN AREAS DESIGNATED TO RECEIVE STRUCTURES.
- F. BACKFILL
 1. EXCAVATED MATERIAL, APPROVED FOR BACKFILLING, SHALL BE FREE FROM LARGE CLODS, STONES AND OTHER OBJECTIONABLE MATERIALS, EXCEEDING THREE INCHES (3") IN DIAMETER, AND DEPOSITED IN ACCORDANCE WITH THE REQUIREMENTS FOR COMPACTED FILL AS SPECIFIED HEREIN.
 2. TRENCHES THAT SETTLE BELOW GRADE SHALL BE REOPENED TO A DEPTH REQUIRED FOR PROPER COMPACTION, REFILLED AND COMPACTED TO INDICATED SURFACE ELEVATION.

III. NON-VEGETATIVE SITE MATERIALS

- A. GENERAL
 1. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT FOR FURNISHING, SPREADING AND COMPACTING SUBBASE MATERIALS AS INDICATED ON THE DRAWINGS AND AS SPECIFIED HEREIN.
 2. CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING SUBGRADE, PROVIDING DRAINAGE, AND PERFORMING WEED ABATEMENT OPERATIONS PRIOR TO PLACEMENT OF SUBBASE MATERIALS.
 3. SUBBASE MATERIALS SHALL BE SPREAD WITH A SUFFICIENT MOISTURE CONTENT TO OBTAIN A RELATIVE COMPACTION OF NOT LESS THAN NINETY PERCENT (90%). MOISTURE CONTENT SHALL BE UNIFORMLY DISTRIBUTED THROUGHOUT THE MATERIAL.
 4. MATERIAL SHALL BE OF SUCH NATURE THAT IT CAN BE COMPACTED READILY UNDER WATERING AND ROLLING TO FORM A FIRM, STABLE BASE THAT IS SPREAD IN ONE (1) OPERATION, FREE FROM POCKETS OF LARGE OR FINE MATERIAL.
- B. AGGREGATE SUBBASE MATERIAL
 2. AGGREGATE SUBBASE MATERIAL SHALL BE AS SPECIFIED IN THE PROJECT GEOTECHNICAL REPORT OR CONSIST OF CRUSHED ROCK AND ROCK DUST, UNIFORMLY GRADED WITH NINETY PERCENT (90%) PASSING THREE-QUARTER INCH (3/4") SIEVE SIZE AND FIFTY PERCENT (50%) TO EIGHTY PERCENT (80%) PASSING THREE-EIGHTHS INCH (3/8") SIEVE SIZE, FREE FROM VEGETABLE MATTER AND OTHER DELETERIOUS MATERIAL.

IV. CONCRETE

- A. GENERAL
 1. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT TO CONSTRUCT CONCRETE ITEMS AS INDICATED ON THE DRAWINGS AND SPECIFIED HEREIN.
 2. CONCRETE SHALL CONSIST OF PORTLAND CEMENT, FINE AGGREGATE (SAND), COARSE AGGREGATE AND WATER, PROPORTIONED AND MIXED TO ATTAIN A TWENTY-EIGHT (28) DAY COMPRESSIVE STRENGTH OF AT LEAST 2,500 POUNDS PER SQUARE INCH WITH A SLUMP NOT TO EXCEED THREE INCHES (3"). CONCRETE SHALL NOT CONTAIN REACTIVE AGGREGATE OR CALCIUM CHLORIDE.
 3. IN ADDITION TO COMPLYING WITH ALL PERTINENT CODES AND REGULATIONS OF LOCAL GOVERNING AGENCIES, CONTRACTOR SHALL COMPLY WITH ALL PERTINENT RECOMMENDATIONS CONTAINED IN "RECOMMENDED PRACTICE FOR CONCRETE FORMWORK", PUBLICATION #347-78 OF THE AMERICAN CONCRETE INSTITUTE.
- B. MATERIALS

- 1. CEMENT SHALL BE TYPE II LOW ALKALI PORTLAND CEMENT CONFORMING TO ASTM C-150. CEMENT SHALL BE OF THE SAME BRAND AND TYPE USED THROUGHOUT THE PROJECT.
 - 2. SAND SHALL CONSIST OF NATURAL OR MANUFACTURED GRANULAR MATERIAL, FREE OF DELETERIOUS AMOUNTS OF ORGANIC MATERIAL, MICA, LOAM, CLAY, AND OTHER SUBSTANCES NOT SUITABLE FOR PORTLAND CEMENT CONCRETE. SAND SHALL BE THOROUGHLY AND UNIFORMLY WASHED.
 - 3. COARSE AGGREGATE SHALL BE COMPOSED OF GRAVEL OR A BLENDED MIXTURE OF CRUSHED ROCK AND GRAVEL CONTAINING NO MORE THAN FIFTY (50) PERCENT OF CRUSHED ROCK PARTICLES HAVING ALL FACES FRACTURED AND NOT LESS THAN TWENTY-FIVE (25) PERCENT OF GRAVEL. AGGREGATES SHALL NOT EXCEED A DIAMETER OF ONE AND ONE-HALF INCHES (1 1/2"). BLENDING SHALL PRODUCE A UNIFORM, CONSISTENT PERCENTAGE OF EACH. ROCK PRODUCTS SHALL BE CLEAN, HARD, SOUND, DURABLE, UNIFORM IN QUALITY AND FREE OF ANY DETRIMENTAL QUANTITY OF SOFT, FRIABLE, THIN, ELONGATED OR LAMINATED PIECES, DISINTEGRATED MATERIAL, ORGANIC MATTER, OIL, ALKALI, OR OTHER DELETERIOUS SUBSTANCES.
 - 4. WATER SHALL NOT CONTAIN DELETERIOUS SUBSTANCES OR ANY AMOUNT OF IMPURITIES THAT WILL CAUSE A CHANGE IN THE TIME OF SETTING. THE AMOUNT OF WATER USED IN THE MIXTURE SHALL NOT EXCEED THE AMOUNT NECESSARY TO PERMIT MATERIAL PLACEMENT AND CONSOLIDATION.
- C. REINFORCEMENT
 1. REINFORCEMENT SHALL CONFORM TO THE DIMENSIONS AND DETAILS SHOWN ON THE DRAWINGS AND SHALL BE CLEANED THOROUGHLY OF ALL RUST, MILL SCALE, MORTAR, OIL, DIRT, OR COATING OF ANY CHARACTER WHICH WOULD BE LIKELY TO DESTROY OR IMPAIR ITS PROPER BONDING WITH THE CONCRETE.
 2. REINFORCING STEEL, WHERE INDICATED ON THE DRAWINGS, SHALL BE GRADE 40 OR GRADE 60 BILLET STEEL, CONFORMING TO ASTM A-615.
 3. WIRE MESH REINFORCEMENT, WHERE INDICATED ON THE DRAWINGS, SHALL CONFORM TO ASTM A-185.
 - D. TRANSIT MIXERS
 1. MIXING SHALL BE COMMENCED AS SOON AS POSSIBLE AFTER THE CEMENT IS PLACED IN CONTACT WITH AGGREGATES BUT IN NO EVENT SHALL THE INTERVENING TIME PERIOD EXCEED THIRTY (30) MINUTES.
 2. MIXING AND DELIVERY OF READY-MIXED CONCRETE SHALL CONFORM TO ASTM C-94.
 3. ADEQUATE CONTROL OF READY-MIXED CONCRETE SHALL PROVIDE FOR ADDITIONAL WATER TO BE ADDED AND MIXED INTO THE BATCH AT THE PROJECT SITE. AMOUNT WITHHELD SHALL NOT EXCEED TWO AND ONE-HALF (2 1/2) GALLONS OF WATER PER CUBIC YARD OF MIX.
 4. THE TOTAL ELAPSED TIME BETWEEN THE ADDITION OF WATER AT THE BATCH PLANT AND DISCHARGING AT PROJECT SITE SHALL NOT EXCEED NINETY (90) MINUTES.
 - E. PLACING CONCRETE
 1. INSTALL EMBEDDED ITEMS ACCURATELY IN THEIR PROPER LOCATIONS, SECURED AGAINST DISPLACEMENT, PRIOR TO PLACING CONCRETE.
 2. CONCRETE SHALL BE PLACED ON NATIVE GRADE, CERTIFIED COMPACTED SUBGRADE, OR SUBBASE MATERIAL, FREE OF ALL LOOSE AND EXTRANEIOUS MATERIAL, SUFFICIENTLY DAMPENED TO ENSURE THAT NO MOISTURE WILL BE ABSORBED FROM THE FRESH CONCRETE.
 3. CONCRETE SHALL BE DISTRIBUTED UNIFORMLY AND THOROUGHLY VIBRATED IN A MANNER THAT WILL ENCASE THE REINFORCEMENT, FILL THE FORMS AND BRING THE SURFACE TRUE TO GRADE AND CROSS-SECTION.
 - F. FINISHING
 1. CONCRETE SURFACES SHALL BE FLOATED PRIOR TO STEEL TOWELING.
 2. CONCRETE FINISHES SHALL BE AS INDICATED ON THE DRAWINGS AND SPECIFIED HEREIN.
 3. NO ADVERTISING IMPRESSIONS, STAMP OR MARK OF ANY DESCRIPTION WILL BE PERMITTED ON SURFACE OF CONCRETE.

V. ROUGH CARPENTRY

- A. GENERAL
 1. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT TO CONSTRUCT WOODEN STRUCTURES CONFORMING TO THE DIMENSIONS AND DETAILS INDICATED ON THE DRAWINGS AND AS SPECIFIED HEREIN.
- B. MATERIALS
 1. LUMBER SHALL BE STRAIGHT, FREE FROM LARGE, LOOSE OR UNSOUND KNOTS OR KNOT CLUSTERS, SCARS, DECAY, HOLES, INSECT DAMAGE, AND OTHER DEFECTS OR IMPERFECTIONS THAT WOULD MATERIALLY IMPAIR THE STRENGTH OR DURABILITY. SPLITS SHALL BE NO LONGER THAN THE BUTT DIMENSION. NO CRACKS WILL BE PERMITTED. NO NAILS, SPIKES, OR OTHER METAL SHALL BE PRESENT.
 2. DOUGLAS FIR, WHERE INDICATED ON THE DRAWINGS, SHALL CONFORM IN ALL PARTICULARS TO THE STANDARD GRADING RULES FOR WESTERN LUMBER PUBLISHED BY THE WESTERN WOOD PRODUCTS ASSOCIATION.
 3. HARDWARE SHALL CONFORM TO MISCELLANEOUS METALS SECTION.
- C. TREATMENTS AND PRESERVATIVES
 1. TYPE OF PRESSURE TREATMENT OR PRESERVATIVE SHALL BE AS INDICATED ON THE DRAWINGS AND SHALL CONFORM WITH THE APPLICABLE STANDARDS CONTAINED IN THE MANUAL OF RECOMMENDED PRACTICE OF THE AMERICAN WOOD PRESERVERS ASSOCIATION.
 2. WHERE A PARTICULAR METHOD OF PRESSURE TREATMENT IS NOT INDICATED ON THE DRAWINGS, THE LUMBER SHALL BE CONDITIONED, SEASONED, PREPARED AND TREATED BY THE EMPTY CELL PRESSURE PROCESS WITH PENTACHLOROPHENOL WITH SIX-TENTHS (0.60) POUNDS PER CUBIC FOOT RETENTION. PENETRATION SHALL BE DETERMINED BY THE PENTOR CHECK METHOD.
 3. WHERE PRACTICAL, TREATED WOOD SHALL BE CUT TO FINAL SIZE AND TRIMMED PRIOR TO TREATMENT. IF SITE SAWING OR DRILLING IS NECESSARY, CUT SURFACES SHALL BE THOROUGHLY BRUSHED WITH TWO (2) COATS OF THE SAME KIND OF PRESERVATIVE IN CONFORMANCE WITH AWP A SPECIFICATION M-4.
- D. WORKMANSHIP
 1. FRAMING SHALL BE TRUE AND EXACT. ALL LUMBER SHALL BE CUT AND FRAMED TO A CLOSE FIT AND SHALL HAVE EVEN BEARING OVER THE ENTIRE CONTACT SURFACE. SHIMMING WILL NOT BE PERMITTED.
 2. LUMBER SHALL BE WELL NAILED OR BOLTED TOGETHER AS INDICATED ON THE DRAWINGS. NAILS SHALL NOT BE DRIVEN CLOSER TOGETHER THAN ONE-HALF (1/2) THEIR LENGTH. CARE SHALL BE TAKEN TO AVOID HAMMER MARKS, MOONS, OR SAW CUTS.
 3. LUMBER SHALL BE STORED NEATLY IN PILES ON SKIDS IN SUCH MANNER THAT THEY MAY BE READILY INSPECTED, AND SHALL BE HANDLED IN A MANNER THAT WILL AVOID INJURY OR BREAKAGE.

VI. PAINTING, STAINING, AND SEALING

- A. GENERAL
 1. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIAL, TOOLS, EQUIPMENT AND INCIDENTALS FOR SANDING, PRIMING, PAINTING, STAINING AND SEALING OF IMPROVEMENTS AS INDICATED ON THE DRAWINGS AND SPECIFIED HEREIN.
 2. CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, ALIGNMENT, LAYOUT, DIMENSIONS AND APPLICATION OF PAINT AND STAINS.
 3. COSTS INCURRED FOR REPAIR OR REPLACEMENT OF DEFECTIVE OR DAMAGED WORK, REJECTED MATERIALS OR WORKMANSHIP SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- B. MATERIALS
 1. PAINTS, STAINS, AND SEALERS SHALL BE OF COLORS AND TINTS AS INDICATED ON THE DRAWINGS, AND SHALL BE APPLIED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND THESE SPECIFICATIONS. CONTRACTOR SHALL SUBMIT COLOR SAMPLES TO THE CITY FOR APPROVAL BEFORE APPLYING ANY PAINT MATERIALS.
 2. PAINT SHALL BE HOMOGENEOUS, FREE OF CONTAMINANTS AND OF A CONSISTENCY SUITABLE FOR USE IN THE CAPACITY FOR WHICH IT IS SPECIFIED. FINISHED PAINT SHALL BE WELL GROUND AND THE PIGMENT SHALL BE PROPERLY DISPERSED IN THE VEHICLE ACCORDING TO THE REQUIREMENTS OF THE PAINT. THE DISPERSION SHALL BE OF SUCH NATURE

- THAT THE PIGMENT DOES NOT SETTLE APPRECIABLY, DOES NOT CAKE OR THICKEN IN THE CONTAINER OR BECOME GRANULAR OR CURDLED. PAINTS SHALL POSSESS PROPERTIES WHICH IN ALL RESPECTS EFFECT SATISFACTORY APPLICATION, ADHESION AND CURING. THINNING WILL NOT BE PERMITTED.
 - 3. PAINT SHALL BE DELIVERED TO THE PROJECT SITE IN NEW, UNOPENED, ROUND, AIRTIGHT CONTAINERS, APPROPRIATELY IDENTIFIED WITH THE MANUFACTURER'S NAME, DATE OF MANUFACTURE, TYPE OF MATERIAL AND LOT OR BATCH NUMBER.
- C. WORKMANSHIP AND PROTECTION
 1. PAINT SHALL BE APPLIED ON THOROUGHLY DRY SURFACES AND DURING PERIODS OF FAVORABLE WEATHER.
 2. SURFACES BEING COVERED SHALL BE FREE FROM MOISTURE, DUST, GREASE OR OTHER DELETERIOUS SUBSTANCE WHICH WOULD PREVENT BONDING.
 3. PAINTING SHALL BE DONE IN A NEAT AND WORKMANLIKE MANNER, APPLIED BY BRUSH, ROLLER OR SPRAY METHODS. FINISHED SURFACES SHALL BE UNIFORM, FREE OF BRUSH MARKS, ROLLER STIPPLE TEXTURE, RUNS OR SKIPS. EACH APPLICATION OF PAINT SHALL BE THOROUGHLY CURED AND ANY SKIPS, HOLIDAYS, THIN AREAS OR OTHER DEFICIENCIES CORRECTED BEFORE THE SUCCEEDING APPLICATION.
 4. CONTRACTOR SHALL PROTECT ALL ADJACENT IMPROVEMENTS AGAINST DISFIGUREMENT AS A RESULT OF PAINTING OPERATIONS.
 - D. PAINTING WOOD SURFACES
 1. WOOD SURFACES SHALL BE PREPARED FOR PAINTING BY REMOVING ANY FOREIGN MATTER BY WIRE BRUSHING, SCRAPING OR SANDING. ALL SURFACES SHALL BE WIPED OR DRY BRUSHED TO REMOVE ANY DUST OR CHALKY RESIDUE RESULTING FROM PREPARATION OPERATIONS.
 2. PAINTS, STAINS, OR SEALERS SHALL BE APPLIED PRIOR TO ASSEMBLING.

VII. MISCELLANEOUS METAL

- A. GENERAL
 1. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT TO FURNISH AND INSTALL MISCELLANEOUS METAL ITEMS AS INDICATED ON THE DRAWINGS AND AS SPECIFIED HEREIN.
- B. WORKMANSHIP
 1. WORKMANSHIP AND FINISH SHALL BE EQUAL TO THE BEST GENERAL PRACTICE IN STEEL FABRICATING SHOPS.
 2. PORTIONS OF WORK EXPOSED TO VIEW SHALL BE FINISHED NEATLY. ALL SHARP CORNERS AND EDGES THAT ARE MARRED, CUT OR ROUGHENED DURING ERECTION SHALL BE SLIGHTLY ROUNDED.
- C. MATERIALS
 1. ALL MATERIALS, PRIOR TO FABRICATIONS, SHALL BE THOROUGHLY WIRE BRUSHED AND CLEANED OF ALL SCALE AND RUST. FINISHED MEMBERS SHALL BE FREE FROM TWISTS, BENDS OR OPEN JOINTS.
 2. MISCELLANEOUS METAL ITEMS SHALL CONFORM TO THE DIMENSIONS AND DETAILS AS INDICATED ON THE DRAWINGS. STEEL BARS, PLATES AND SHAPES SHALL CONFORM TO ASTM A-36.
- D. BOLTS, NUTS AND FASTENERS
 1. UNLESS SPECIFIED OTHERWISE IN THE DETAILS ON THE DRAWINGS, FASTENERS SHALL BE 316 STAINLESS STEEL.
 2. BOLTS SHALL BE LONG ENOUGH TO EXTEND ENTIRELY THROUGH THE NUT BUT NOT MORE THAN ONE-QUARTER INCH (1/4") BEYOND. UNLESS OTHERWISE SPECIFIED ON THE DRAWINGS, BOLTS, NUTS AND LAG SCREWS SHALL BE 316 STAINLESS STEEL. CARRIAGE BOLTS SHALL HAVE TRUSS HEADS WITH SQUARE SHOULDER. WASHERS SHALL BE OVER-SIZED OF "CUT" TYPE. HOLES SHALL BE EITHER PUNCHED FULL SIZE, DRILLED FULL SIZE, OR SUB-PUNCHED AND REAMED.

VIII. SOIL PREPARATION FOR PLANTING

- A. GENERAL
 1. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT FOR SOIL PREPARATION IN ADVANCE OF PLANTING BY OTHERS AS INDICATED ON THE DRAWINGS AND AS SPECIFIED HEREIN.
 2. CONTRACTOR SHALL COORDINATE SOIL PREPARATION WITH OTHER SITE IMPROVEMENTS. UNLESS OTHERWISE SPECIFIED, STRUCTURAL IMPROVEMENTS SHALL BE INSTALLED PRIOR TO PLANTING OPERATIONS.
 3. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND STAKING EXISTING SEWER, WATER AND UTILITY LINES ABOVE OR BELOW GRADE THAT MIGHT BE DAMAGED AS A RESULT OF SOIL PREPARATION OPERATIONS. CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR ANY COST INCURRED DUE TO DAMAGE AND FOR REPLACEMENT OF AFOREMENTIONED UTILITIES.
- B. SOIL PREPARATION - RECLAIMED TRAIL AREAS
 1. AREAS TO RECEIVE "SOIL PREPARATION" INCLUDE THOSE TO BE REVEGETATED BY OTHERS.
 2. EXISTING TRAILS TO BE RECLAIMED ARE INDICATED ON THE DRAWINGS. TRAIL SURFACES SHOULD BE TILLED TO A MINIMUM DEPTH OF 12" AT A WIDTH THAT EXTENDS 24" BEYOND THE TRAIL TREAD.



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FISCALINI RANCH PRESERVE LINKING BOARDWALK LANDSCAPE SPECIFICATIONS

NO.	REVISION	DATE
△	PLAN CHECK 1	09/18/23
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PROJECT MANAGER	
DRAWN BY	CHECKED BY
JM	JM
DATE	
SEPTEMBER 18, 2023	
PROJECT NUMBER	
2938-01-RC22	
SHEET	

L-701

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CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **6.E**

FROM: Matthew McElhenie, General Manager

Meeting Date: April 11, 2024

Subject: Discuss and Consider the East Ranch Community Park Existing Conditions and Restroom Location

FISCAL IMPACT:

There is a small fiscal impact associated with this item. The recommended location is expected to reduce the overall cost of restroom installation.

DISCUSSION:

The Community Park Plan Ad Hoc Committee (Shannon Sutherland, Jeff Wilson, and Michael Thomas) was formed by the PROS Committee on 11/7/2023 to define a plan that reflects the current intentions to accelerate progress in building out a Community Park on the East Ranch, which satisfies the needs of the community within District fiscal constraints. The District contracted with Firma Landscape Architect Lindsay Corica to assist the ad hoc committee in defining the existing conditions and updating plans to reflect current intentions.

East Ranch Community Park Existing Conditions:

Following the completion of East Ranch Community Park Phase 1 construction in 2017, the District does not have an as-built drawing showing the existing conditions to serve as the basis for going forward with an updated Community Park Plan. The attached drawing, Sheet L0, Existing Conditions, Fiscalini East Ranch Preserve, is provided for Board discussion and consideration. This as-built drawing shows what is currently present in the East Ranch Community Park area.

East Ranch Community Park Restroom Location:

On Tuesday, 1/23/2024, the ad hoc committee met with Lindsay Corica, Program Manager Tristan Reaper, and F&R Manager David Aguirre on the East Ranch. We identified a critical issue with a short-time fuse: to recommend a location for the East Ranch restroom. In the opinion of the ad hoc committee, the location proposed on the current permit drawings is not ideal.

At the PROS Committee 2/20/2024 Meeting, after substantial public input and Committee discussion, the Committee voted to bring a recommended location to the Board. Subsequently, the ad hoc committee met again on the East Ranch on 2/29/2024 with Jim Green, Tristan Reaper, and David Aguirre to discuss the drawings we recently received from Firma Landscape Architects and to discuss the restroom location. While on-site, we flagged the two alternative locations. The ad hoc committee expressed a clear preference for the location recommended by the PROS Committee.

Exhibit 1, Proposed Restroom Location Alternatives, presents two restroom location alternatives. The following two restroom location alternatives are provided for Board discussion and consideration:

- **Alternative A** is the location provided to the County in permit application drawings, as shown on

the Civil Design Studios Site Plan dated 6/28/2023.

- **Alternative B** is the location recommended by the PROS Committee, which is closer to the parking lot and the likely children's play area.

The ad hoc committee has asked Firma for their understanding regarding why the restroom was located as shown in the community park drawings from circa 2014. Firma advises that these drawings were schematic and at the conceptual level only. The primary consideration was to demonstrate the approximate size and scale of the restroom within the overall park concept and not intended to indicate a final location or design.

For the following list of reasons, the PROS Committee recommends Alternative B:

1. Enables full view to entry and exit from the likely projected location of the playground.
2. Reduces the cost of the pathway from the parking lot to the entry.
3. Reduces the amount of time restroom installation will take.
4. Reduces the cost of trenching and piping to tie into both water and wastewater lines.
5. Allows for easier access for the maintenance and cleaning crews.
6. Allows for better access to rubbish disposal.
7. Closer for ADA access.
8. Provides the Facilities and Resources Department better visibility of any misuse, vandalism, etc.
9. Centers the restroom in the most heavily used/populated areas of the community park.

Recommendations:

- Receive and file Sheet L0, Existing Conditions, Fiscalini East Ranch Preserve, dated 3/25/2024.
- Instruct staff to install the restroom in the location shown by Alternative B.

ATTACHMENTS:

1. [Sheet L0, Existing Conditions, Fiscalini East Ranch Preserve](#)
2. [Exhibit 1, Proposed Restroom Location Alternatives](#)



LEGEND

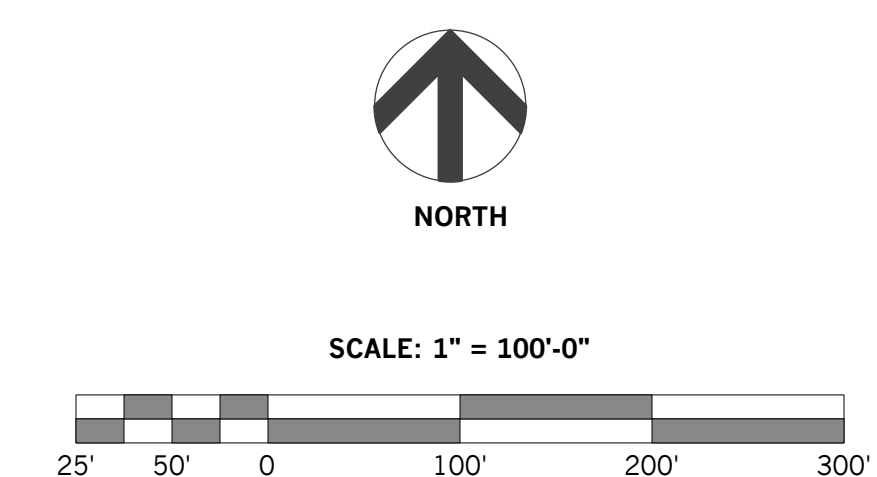
- Existing Tree Canopy
- Open Meadow / Recreation Zone
- Dog Park
- Existing Parking Lot - Road Base
- Existing trail, pedestrain footpath
- Existing Fence
- Existing Utility (Water & Sanitary Sewer)
- Existing Tree

NOTE:
REFER TO SURVEY DATA FOR COORDINATES AND LIMITS OF PROPERTY BOUNDARIES.

Prepared By:
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Planning
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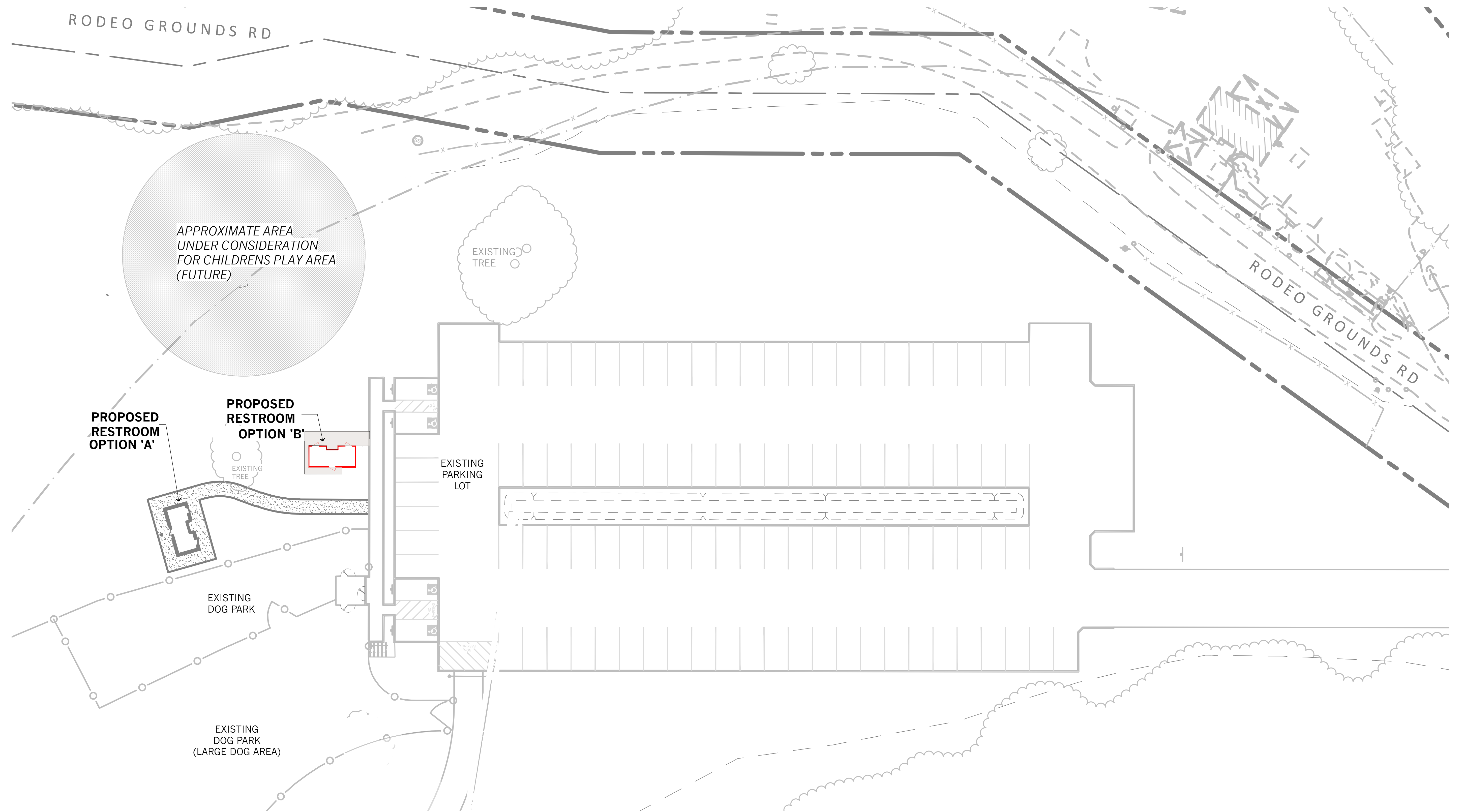


Prepared For:
Existing Conditions
Fiscalini East Ranch Preserve
Cambria Community Services District



JOB NO: 22401 MODIFIED: 3/25/24

SHEET
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Proposed Restroom Location - Alternatives

Fiscalni East Ranch Preserve - Park Phase 2

Cambria Community Services District



NORTH
 SCALE: 1" = 20'-0"



EXHIBIT

1

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **6.F**

FROM: Matthew McElhenie, General Manager
Denise Fritz, Administrative Department Manager

Meeting Date: April 11, 2024 Subject: Receive and File the Investment Report for the
Quarter Ended December 31, 2023

DISCUSSION:

The District’s investment report for the quarter ending December 31, 2023 is attached. Finance staff hired Optimized Investment Partners in August 2023 to help improve the investment returns for the District and to ensure compliance with the California Government Code by ensuring the safety of principal and sufficient liquidity for operations. Ongoing portfolio management activity will continue to be performed in partnership with Optimized Investment Partners, the Finance Manager, and the General Manager.

The total cash and investment portfolio book value (cost) held by the District as of December 31, 2023, was \$8,966,414, and the total cash and investments held by the trustees was \$9,128,666.

The cash and investments held by the District include the following components: Managed Investment Portfolio (\$6,193,242), State of CA Local Agency Investment Fund (\$58,500), California Asset Management Program (CAMP) Pooled Investment Fund (\$1,271,230), Cash/Time Deposits (\$1,380,404), and accrued interest on investments (\$63,038). (Earned interest is the interest earned on investments over a specific time period, accrued interest is the interest that an investment has earned but hasn’t yet been received, and paid interest is the interest that has already been received as payment).

Cash and investments held by the District and the trustees continue to be invested in accordance with the Government Code and the District Investment Policy. During the quarter, 19 investments totaling \$6,173,593 were purchased. U.S. Treasury Notes totaling \$2,458,329 & Federal agency bonds totaling \$1,983,264, and Certificates of Deposit totaling \$1,732,000. No investments matured during the last quarter.

Two-year Treasuries yielding 5.03% at the beginning of the quarter ended lower at 4.23%, a decrease of 80 basis points.

As of December 31, 2023, the Weighted Yield to Maturity on the Managed Investment Portfolio was 5.08%. At the end of this quarter, the Weighted Average Maturity of the Managed Investment Portfolio was 2.72 years. The Federal Open Market Committee (FOMC) meets approximately every six weeks and determines the level of the Federal Funds Rate. At the September 20th meeting, the FOMC voted to maintain the Federal Funds Rate target range at its current level of 5.25-5.50%. At the December 13th meeting, the FOMC again voted to maintain the Federal Funds Rate target range at its current level of 5.25-5.50%.

ATTACHMENTS:

1. [CCSD Summary of Cash and Investments as of December 31, 2023](#)

2. CCSD Investment Report for the Quarter Ended December 31, 2023

Summary of Cash and Investments as of December 31, 2023
Cambria CSD

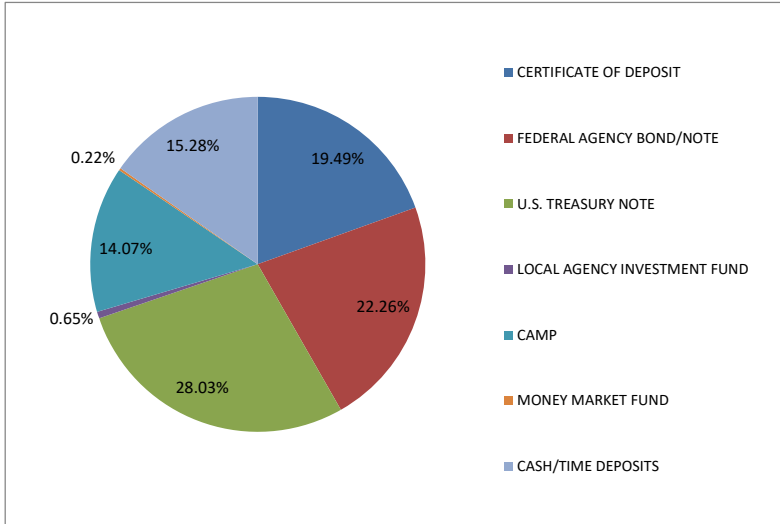
Investment Type	Par Value	Market Value	Book Value	% of Portfolio
Managed Investment Portfolio				
U.S. Bank Custodial Cash Account	19,649	19,649	19,649	0.11%
U.S. Treasury Bond/Note	2,670,000	2,531,342	2,458,329	13.59%
Federal Agency Bond/Note	2,075,000	2,010,980	1,983,264	10.96%
Certificate of Deposit	1,732,000	1,760,186	1,732,000	9.57%
Managed Investment Portfolio Subtotal	6,496,649	6,322,158	6,193,242	34.23%
Pooled Investments				
State of CA Local Agency Investment Fund	58,500	58,500	58,500	0.32%
CAMP	1,271,230	1,271,230	1,271,230	7.03%
Pooled Investments Subtotal	1,329,730	1,329,730	1,329,730	7.35%
Cash/Time Deposits	1,380,404	1,380,404	1,380,404	7.63%
Accrued Interest	63,038	63,038	63,038	
Total Cash & Investments Held by the District	9,269,821	9,095,330	8,966,414	49.55%
Held by Bank Trustee/Fiduciary Funds (1)				
Investment Agreements	0	0	0	0.00%
Cash with Fiscal Agents	9,128,666	9,128,666	9,128,666	50.45%
Restricted Cash	0	0	0	0.00%
U.S. Government	0	0	0	0.00%
Total Held by Bank Trustee/Fiduciary Funds	\$9,128,666	\$9,128,666	\$9,128,666	50.45%
Total Portfolio	\$ 18,398,487	\$ 18,223,996	\$ 18,095,080	100.00%

Notes:

1. Reflects bond proceeds and tax levy revenues held by trustee in accordance with bond covenants.
2. Par value is the principal amount of the investment on maturity.
3. Market values contained herein are received from sources we believe are reliable, however we do not guarantee their accuracy.
4. Book value is par value of the security plus or minus any premium or discount on the security.

**Cambria Community Services District
Investment Report for the Quarter Ended December 31, 2023**

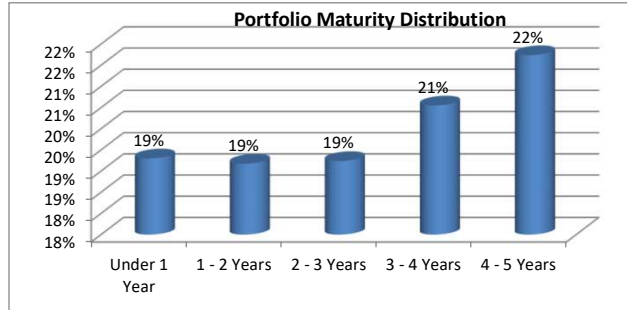
Portfolio Summary and Key Statistics



Portfolio Key Statistics	
PAR Value	\$ 9,269,821
Book Value (COST)	\$ 8,966,414
Market Value	\$ 9,095,330
Weighted Average Maturity (in years)	2.72
Weighted Yield to Maturity	5.08%

% of Portfolio by Investment Type

Investment Type	% Held
CERTIFICATE OF DEPOSIT	19.49%
FEDERAL AGENCY BOND/NOTE	22.26%
U.S. TREASURY NOTE	28.03%
LOCAL AGENCY INVESTMENT FUND	0.65%
CAMP	14.07%
MONEY MARKET FUND	0.22%
CASH/TIME DEPOSITS	15.28%
ALL INVESTMENTS	100.00%



Excludes Pooled Investments and U.S. Bank Custodial Cash Account

U.S. Treasury Yields - Quarterly Comparison			
Maturity	Dec 2023	Sept 2023	Change
3-Month	5.40%	5.55%	-0.15%
1-Year	4.79%	5.46%	-0.67%
2-Year	4.23%	5.03%	-0.80%
3-Year	4.01%	4.80%	-0.79%
5-Year	3.84%	4.60%	-0.76%
10-Year	3.88%	4.59%	-0.71%

2-Year U.S. Treasury Yield - Historical Data			
Dec 2023	Dec 2022	Dec 2021	Dec 2020
4.23%	4.41%	0.73%	0.13%

Portfolio Maturity	PAR Maturing	% Maturing
Under 1 Year	\$ 1,250,000	19%
1 - 2 Years	\$ 1,242,000	19%
2 - 3 Years	\$ 1,246,000	19%
3 - 4 Years	\$ 1,331,000	21%
4 - 5 Years	\$ 1,408,000	22%
Total	\$ 6,477,000	100%

Interest Earnings	FY2023	FY2024	Change
Oct		\$ 23,010	\$ -
Nov		\$ 31,201	\$ -
Dec		\$ 33,051	\$ -
Total for Quarter	\$ -	\$ 87,262	\$ -

Note: Interest Earnings figures do not include capital gains or losses

Report on the March 26, 2024, Finance Standing Committee meeting, for the April 11, 2024, CCSD Board Agenda

The March 26, 2024, Regular Meeting of the Finance Standing Committee was held at the Veterans Memorial Hall in person and via Zoom.

Committee Chair Tom Gray **called the meeting to order** at 10 a.m.

Present were Mr. Gray, Vice Chair Cheryl McDowell and Committee members David Pierson, Karen Chrisman, Scott McCann and Keith Hinrichsen. Staff present were CCSD General Manager Matthew McElhenie, Administrative Department Manager Denise Fritz, Utilities Manager Jim Green, Water Department Supervisor Cody Meeks and Confidential Administrative Assistant Haley Dodson.

Alexander Hom attended from the auditing firm Moss, Levy & Hartzheim.

There were no oral or written comments received in the **Public Comment** period.

On the **Consent Agenda**, the Committee reviewed the February 27 Regular Meeting Minutes. Chair Gray noted one spelling error and asked that names of committee members casting dissenting votes be included. With these changes, on Mr. Pierson's motion and Mr. Hinrichsen's second, the Committee approved the minutes 5-0.

The Committee took up three items, as follows, in **Regular Business**:

4.A Receive and Discuss Independent Auditor's Report and Financial Statements for Fiscal Year 2022/2023

Ms. Fritz introduced the item and Hr. Hom reviewed the findings of the audit. He said the CCSD was given a "modified clean" opinion, reflecting a finding that conflict (now resolved) between the General Manager's contracted vacation allowance and the vacation accrual allotted to him by the CCSD accounting system. He noted that the net pension liability increased in this audit from the prior year because of a weak stock market affecting CalPERS' investment returns in the 22/23 period.

Most of the Committee members' questions and discussion focused on pension funding and the CCSD's potential liabilities in this area. Mr. Pierson asked as if we are in "good position" on pension funding, or do we need to increase funding on a yearly basis. Mr. Hom said the question was difficult to answer because pension liability is based on CalPERS' own calculations, which determine the rates is charges to us. Ms. Fritz suggested that the CCSD could set up a separate fund to pay annual pension liabilities; Mr. Hom said this was not typically done by small districts. Mr. Hinrichsen asked why the CCSD has not calculated an "Actuarially Determined Calculation" for post-retiree benefits; Mr. Hom said this was not needed in district, such as CCSD, that does not pre-fund these benefits. Chair Gray asked if there is any danger that CalPERS will lower its discount rate, now a 6.9%, to the municipal bond rate. Mr. Hom said this is highly unlikely.

Chair Gray pointed out that Street Lighting needed to be added as a power of the District. Ms. Fritz said it was probably included in the audit under "Facilities and Resources."

There was no public comment on this item.

Mr. Hinrichsen moved to forward the audit to the Board of Directors and recommend accepting the audit.

Mr. McCann seconded the motion. The motion passed 5-0.

4.B Discussion on Phasing and Payment Options for Advanced Metering Infrastructure Replacement

Ms. Fritz introduced the item, noting that CCSD staff had decided to remove all water meter registers now and then perform a phased replacement of the meter bodies. She said \$526,000 has already been budgeted for the register replacement, but that approximately \$680,000 would additionally be needed to complete the project. She noted that current reserves in the Water Fund total \$2.7 million but are needed for other urgent projects and are earning more from investment returns than would be paid by the CCSD if it financed the register replacement -- the course she recommends.

As one financing option, the staff report presented a proposal dated March 19 from CSDA Finance Corporation for five-year financing at a rate of 4.75%.

Mr. Green, Mr. Meeks and Mr. McElhenie reviewed the current condition of the registers, large numbers of which have been failing and forcing CCSD personnel to read meters manually. Mr. Green also noted that installing new registers now, with their ability to help identify meter bodies that are not functioning properly, would enable the CCSD to determine which meter bodies need replacing.

Committee questions and discussion followed, primarily focused on clarifying details of the meter infrastructure upgrade process, including the register replacement process and the subsequent phased replacement of the meter bodies (i.e., brass casing and internal moving parts).

There was no public comment on this item.

Mr. Pierson moved to submit the phasing and payment options for Board approval.

Mr. Hinrichsen seconded the motion.

Motion passed 5-0.

4.C Discussion and Consideration to Appoint an Ad Hoc Subcommittee on Allocation of Administrative Overhead

This item grows out of work done in 2023 by an ad hoc subcommittee tasked with updating the CCSD Budget Policy. That subcommittee investigated options for changing the formula for administrative overhead allocation and was unable to find a satisfactory method to include in its report. Chair Gray appointed a two-person ad hoc subcommittee of Mr. Hinrichsen and Mr. Pierson to work with Ms. Fritz to focus specifically on the overhead allocation issue.

In Future Agenda Items, the Committee reviewed items slated for the April 23 Agenda, The agenda will include the 2024/25 budget, the third-quarter budget review and the appointment of an ad hoc subcommittee to work with Ms. Fritz on the Long-Range Planning template.

Chair Gray **adjourned** the meeting at 11:35 a.m.

To: CCSD Board of Directors

From: Debra Scott, Chair, Policy Committee

Re: Regular Meeting, Thursday, March 28, 2024

The Policy Committee Meeting was called to order at 3:00 pm at the Cambria Veterans Hall by the Chairperson.

A quorum was established by the attendance of Committee Members: Gordon Heinrichs, Vice Chair, Donn Howell, Secretary, Ted Key, and James Townsend. Claudia Harmon-Worthen, committee member, entered the meeting after it begun. Staff present was Haley Dodson, Confidential Administrative Assistant, and Matthew McElhenie, General Manager.

One public members was present in person, but did not identify herself and did not speak. Christine Heinrichs attended on Zoom.

CHAIRMAN'S REPORT: There was no Chair's report.

PUBLIC COMMENT: Ms. Heinrichs stated that she would comment on agenda items as they were presented.

CONSENT AGENDA: The February 22, 2024 Regular Meeting Minutes were approved as written.

REGULAR BUSINESS:

4.A. Review, Discussion, and Consideration of the CSDA Policy 1055 Legislative Advocacy

This agenda item has been before the committee on several occasions. The Chair presented this agenda item by suggesting that the committee members have a discussion about the CSDA policy to ascertain if the policy meets the needs of CCSD and what would be a circumstance where the CCSD could utilize a Legislative Policy. A rich discussion ensued. The general consensus of the members was that there may be a circumstance where the CCSD could benefit from a written process by which to address any legislative issues that may arise. The Chair informed the members that since CCSD is a member of the CSDA, directors and staff receive frequent emails from CSDA related to legislative issues that may affect special districts. The CSDA policy under discussion lists some requirements that are needed if a district chooses to follow this policy, such as a Legislative Advocacy Procedures and Advocacy Priorities list and the need for staff to accomplish the duties related to legislative advocacy. The Committee also came to a consensus that the policy as written seems more complex than what CCSD may need. The Committee suggested that the Chair write up an outline of what might be appropriate for the CCSD in the area of legislative advocacy and bring the outline to be discussed at the next Policy Committee meeting.

4.B Discussion and Update on Board Action on Policy 1045 Legal Counsel and Auditor

This draft policy was forwarded to the Board at one of its March meetings. The Board made several edits to the draft policy and returned it to the committee for further consideration. The Chair made the Board's suggested revisions to the policy and it was before the committee for further discussion. After extensive discussion, the committee voted to return the draft policy to the Board and to NOT approve the changes suggested by the Board. The cited reasons for the disapproval were as follows:

1. The language indicating that the Board would issue an RFP every 5 years to ascertain if there were options for Board Legal Counsel was removed by the Board

2. The requirement for the Auditor to add information related to the District’s “total indebtedness” to the annual audit was removed

The draft policy will be returned to the Board for further consideration with the vote of nonapproval by the committee.

4.C. Discussion and update on Board Action on CCSD-Owned Vehicle Policy

The Chair reported the discussion and decision by the Board related to this policy. The Board suggested that the policy would be incomplete if it didn’t address on-call employees using District vehicles to commute when they are on-call. GM McElhenie described some of the discussions that need to take place before the District can make a decision about allowing on-call employees to use District vehicles to commute while they are on-call. Further work by the committee will be suspended on this policy until all of the discussions with stakeholders are held and the Board makes a decision about how to address this practice. There was diverse discussion by committee members and public comment by a resident that outlined some of the community’s concerns about this practice.

4.D. Discussion on the August 14, 2023 Resources & Infrastructure Committee Ad Hoc Committee Report on Climate Change Policy Recommendations

The handouts for this agenda item were the Ad Hoc report and a past copy of the December 27, 2021 Climate Change Policy which was written by the Policy Committee. The committee reviewed the Ad Hoc report and a discussion ensued. Committee member Worthen stated that she felt that some of the information presented in the report was not accurate. She stated information about pollution measurements did not include some sources that she knew to be available. She will write up that information and forward it to the Chairs of both the Policy Committee and the R&I Committee. The other members of the committee voiced frustration about the length of time that has passed since the Policy Committee submitted their draft policy in December of 2021. The Chair stated to the members that she will discuss the issue with the R&I Committee Chair and ascertain how the committees might work together on this policy.

5. FUTURE AGENDA ITEMS

The committee verbalized some future agenda items to be considered. They included:

1. Legislative Advocacy Policy
2. Legal Counsel and Auditor Policy
3. CCSD-Owned Vehicle Usage for Commuting Policy
4. Climate Change Policy

The Policy Committee Meeting was adjourned at 5:05 p.m.

PROS Committee Report for the April 11, 2024 CCSD Board Meeting

The Parks, Recreation and Open Space Committee held a Special Meeting Wednesday 3/27/2024, 12:30-2:25 PM, in person at the Vets' Hall and via Zoom. The Regular Meeting scheduled for Tuesday 3/19/2024 was cancelled, prior to the start of the meeting, due to lack of a quorum.

We had a quorum, with all Committee members present. We had an excellent turnout from the public, with Kitty Connolly, Paula and Gerry Porter, Janet Myers, Juli Amodei, Tony Church, and Dennis Dudzik attending in person, and Director Harry Farmer, Crosby and Laura Schwartz, Christina Galloway, Bob Kasper and Diane Zannotti briefly, Congressional aide to our 19th District Congressional Representative Jimmy Panetta, attending on zoom.

Ad Hoc Subcommittee Reports, 12:33 PM, We had a brief report from the East Ranch Community Park Plan ad hoc committee explaining how we are assessing viability of components for the next phase of community park development and to keep the plan evergreen. Firma Landscape Architects has delivered the Existing Conditions map for use as an as-built of the community park area. The ad hoc committee will meet with FFRP on 4/2 to define community park boundaries.

Committee Member Communications, 12:37 PM, Kermit Johansson briefly reported that after looking through the Wallace Group April 2023 Fire Hydrant and CCSD Parcel Atlas Map, there may be opportunities to trade existing properties for other properties that might provide better trail connectivity.

Reports from affiliated community groups:

- [FFRP](#), 12:43 PM, Kitty Connolly reported that invasive species removal is ongoing, numerous hazardous trees damaged from winter storms have been taken down, chipped, and spread on trails. The FFRP Board voted to dedicate funding for the Linking Boardwalk Project, expecting this to be on the CCSD Board agenda in April. The price of this project is roughly 3 times what it was when Kitty started. Preparing to introduce Spanish language docent walks.
- [Skate Cambria](#), 12:46 PM, Juli Amodei reported plans to resubmit for the Tony Hawk \$25k grant by 3/31 to start the maintenance fund, and that additional funding continues coming in. Participation in the [Central Coast Monster Skateboarding Competition Series](#) starting April 4. Juli also discussed permitting progress.

In Regular Business:

CCSD Strategic Plan, 12:51 PM, Michael Thomas briefly discussed the updated elements of the CCSD Strategic Plan following the 3/4/2024 Strategic Planning Workshop.

PROS Goals Progress Report, 12:53 PM, substantial committee and public discussion, leading to minor changes to the report.

Proposal by the Cambria Rotary for a Peace Garden in the Vets Hall Parking Area, 1:16 PM, after thorough discussion, PROS Committee recommends the Peace Picket Project move forward and be presented to the CCSD Board for approval.

List of the Most Urgent Pedestrian and Transportation Needs in Cambria, 1:40 PM, after thorough discussion, PROS Committee recommends providing the revised list to the General Manager.

Future Agenda Items, 2:20 PM:

- Dennis Dudzik asked for clarification of roles and responsibilities regarding maintenance of parks, recreation & open spaces.
- Juli Amodei asked for an update on the East Ranch Restroom project, specifically when the purchase order will be issued and the timeline.

The next PROS Committee Regular Meeting is scheduled Tuesday, April 16, 2024.

Attachment: PROS List of the Most Urgent Pedestrian and Transportation Needs in Cambria

Respectfully submitted,
Michael Thomas, Director and PROS Committee Chair

PROS List of the Most Urgent Pedestrian and Transportation Needs in Cambria

Background and Purpose of this Document:

The Parks, Recreation & Open Space Committee (PROS Committee) is a standing committee of the Cambria Community Services District (CCSD) focused on meeting the parks, recreation & open space needs of the Cambria community. Some of these needs can be met entirely by the CCSD, but many of these needs require support and funding from the County of San Luis Obispo. The PROS Committee understands that the County faces funding challenges, and that not all needs can be satisfied as quickly as the community would like. Nonetheless, it's important to be clear and consistent regarding our priorities, to enable the County to establish long term plans. The purpose of this document is to clarify the most urgent of these needs.

It is also worth noting what this document does not address. This document does not address road repairs such as the Santa Rosa Creek Road and Pine Knolls Drive, or any other scopes outside the purview of the PROS Committee.

The Most Urgent Projects Cambria Needs from the County:

	Project	Description	Justification
1.	Rodeo Grounds Road	Pave Rodeo Grounds Road from Burton Drive to the parking lot.	To enable access to our Community Park and CCSD facilities in all weather conditions.
2.	Lower Burton Drive Walkway	Provide a safe walking path from Burton Drive and Eton Road to Village Lane.	This is the primary route for Santa Lucia Middle School students to walk to the East Village, is generally overgrown with weeds and is not a safe pedestrian pathway along this busy road. This is also an essential pedestrian pathway for a large swath of Cambria residents as well as visitors staying at the Cambria Pines Lodge.
3.	Safe Pedestrian Walkways on Ardath Drive/ Main Street	Provide safe pedestrian walkway on Ardath/ Main Street on both sides of Hwy 1.	Enable Cambria residents and visitors to walk or ride safely into town. See Note 1.
4.	Safe Pedestrian Walkways on Windsor Blvd.	Provide safe pedestrian walkway on Windsor Blvd on both sides of Hwy 1.	Enable Cambria residents and visitors to walk or ride safely into town. See Note 1.
5.	Safe Pedestrian Walkways on Burton Drive	Provide safe pedestrian walkway on Burton Drive on both sides of Hwy 1.	Enable Cambria residents and visitors to walk or ride safely into town. See Note 1.

	Project	Description	Justification
6.	Safe Pedestrian Walkways on Weymouth St.	Provide safe pedestrian walkway on Weymouth on both sides of Hwy 1.	Enable Cambria residents and visitors to walk or ride safely into town. See Note 1.

Note 1: Further details in Purpose and Need: Safe Walkways at 4 Intersections, by Kermit Johansson. It may be advantageous to discuss these 4 areas as one bundled project, but they are shown separately in this table to make it easier for the public and the committee to weigh in on priorities.

For reference, a similar starter list clarifying needs from CalTrans:

	Project	Description	Justification	
	Hwy 1 crossing connecting Fiscalini West Ranch and East Ranch	Provide a safe Highway 1 crossing, either through traffic control measures, or an improved multipurpose trail under the Santa Rosa Creek bridge.	Currently Cambria residents and visitors cannot walk from the West Ranch trails to the East Ranch trails into town without crossing Highway 1 at an uncontrolled intersection.	

Attachments for further detail:

- Purpose and Need: Pave/Drain Cambria's East Ranch Access Road for all Season Public Use.
- Purpose and Need: Safe Walkways at 4 Intersections (Weymouth, Windsor, Burton Drive, Ardath Drive/Main Street) and Highway 1 in Cambria, CA.
- Purpose and Need for Pedestrian/biking/Multipurpose Path Under SR1 through Santa Rosa Creek Bridge 49-186 at Cambria

Resources & Infrastructure Committee Report for April 11, 2024, CCSD Board Meeting

Opening. The Resources and Infrastructure Committee Meeting was held on March 11, 2024, in person at the Vets Hall and via Zoom. The meeting was called to order at 2:00pm, and a quorum was established. Committee members present were Committee Chair Karen Dean, Vice Chair Steven Siebuhr, Secretary Derrick Williams, and Committee members Mark Meeks and Juli Amodei. Committee member James Webb was absent.

Staff present were General Manager Matthew McElhenie (remote), Confidential Administrative Assistant Haley Dodson, Utilities Department Manager Jim Green, Program Manager Tristan Reaper, Wastewater Superintendent Toni Artho, and Water Systems Superintendent Cody Meeks.

Community Members present in person were Allan Dean and Dennis Dudzik. There was one director attending via Zoom, as well as several additional community members.

Chair Report. Chair Dean reported that Climate Ad Hoc Committee members Juli Amodei and Mark Meeks, along with Chair Dean and GM McElhenie, have signed up for the upcoming ICARP (Climate Adaptation & Resiliency Planning) Grant Guidelines Workshop. Chair Dean also reported that the District held a Strategic Planning Workshop on March 4 during which the District updated the Strategic Plan Objectives and Supporting Actions. The updated Strategic Plan will be brought forward to the Board for approval at the upcoming CCSD Board of Directors Meeting.

Ad Hoc Subcommittee Report(s). Committee member Derrick Williams reported that the CIP ad hoc met on February 21, and will be meeting one more time to review the ranking of the water and wastewater CIPs. Utilities Manager Jim Green stated that the priority is given to safety first, regulatory compliance second, and the outstanding projects needed to maintain the reliability of the systems third. He also stated that they are working to keep the prioritized projects within budgetary limits.

Committee Member Communications. Committee member Amodei reported that the District is reworking the Tony Hawk Skatepark/Skatespace Grant which needs to be resubmitted by March 31 as the prior application is a year old and the grantor has new software. Ms. Amodei also reported that the Skatepark has secured a \$5,000 grant from the Odd Fellows, and that she, along with Utilities Manager Jim Green and Program Manager Tristan Reaper, met with the San Simeon Tourism Board. However, San Simeon declined to contribute to the Skatepark project as they preferred to keep their tourism funds in San Simeon.

Utilities Department Manager Report. Utilities Department Manager Jim Green reported on the following:

- **EV Charging Station.** The permitting is complete. Expect to break ground late this week or early next week.
- **Skate Park.** The skate park needed a Section 106 study (impacts to historical resources). The consultant part of that study is underway.
- **East Ranch Restroom.** The permit is at County Planning and has passed the first stage of review and is now going through the second stage of review on the environmental planning. Restroom should be ordered soon and has a 46-week lead time.
- **Zero Liquid Discharge.** Still underway. The contractor is waiting for funding.
- **Stuart St Tanks.** Geotechnical study showed the existing twelve-inch-thick tank pads are insufficient to meet seismic criteria. They will need to be replaced with new 3 ft thick pads with 30” dowels for seismic restraints. The new pads will extend the tank site onto the adjoining CCSD property by

roughly 15 ft. This is a technical correction that should not affect the EPA Grant funding but may delay it until possibly the third or fourth quarter of this year.

- **San Simeon Well #3.** The VFD (Variable Frequency Drive) is on this current agenda. The District will be connecting this to the SCADA system and also installing a transducer and data logger for continuous groundwater level data. Depending on how well it works, there may be possible consideration to add this system to San Simeon well #2 in the future.
- **San Simeon Water Transmission Main.** The contractor looked further into other options, but option 3 as the R&I Committee recommended is still the preferred option. This is scheduled to go before the Board at an upcoming Board of Directors meeting. Environmental permitting is ongoing, and once the Board approves the project resolution the botanical survey and the wetland delineation can move forward.

Public Comment. (Time 2:24 pm) There was no public comment.

Consent Agenda. (Time 2:24 pm). The February 12, 2024, Regular R&I Meeting Minutes were reviewed. There was one spelling correction for Committee member Amodei's name. Committee member Meeks moved to approve the minutes as corrected, motion was seconded by Committee member Siebuhr. Motion was approved with 4-ayes, 0-nays, 1-absent (Webb).

Regular Business:

4.A. Receive and Discuss SWRCB Direct Potable Reuse Regulations (Time 2:26 pm). Utilities Manager Jim Green and Program Manager Tristan Reaper presented the staff report on the SWRCB regulation for Direct Potable Reuse. Key points included:

- The regulations assume the source is tertiary treated municipal wastewater.
- Requires an engineering report detailing what will be done and how the District will meet all the standards.
- Must characterize the wastewater source chemistry.
- The engineering report must be updated every 5 years.
- Chief Plant Operator must have a T5 license. There is only one T5 plant in the County, and it is very difficult to find operators with these level licenses in the County. They must hold an Advanced Water Treatment Plant Grade 5 License.
- The lead shift operators must have a T3 license.

Chair Dean asked what infrastructure improvements are necessary to consider Direct Potable Reuse. Utilities Manager Jim Green stated that the District would need to add tertiary treatment and plumb the tertiary treatment plant to the WRF. This could cost around \$3 million for an installed tertiary plant. The District will need to finish upgrading the current wastewater treatment plant before starting a tertiary treatment plant. The WRF may need additional treatment trains as well to obtain ample virus removal. The District would still need to put one-third to one half of the treated wastewater effluent into the percolation ponds to retain a mound that prevents seawater intrusion. Mr Green anticipates that the District might see up to 300 acre-feet of water from the DPR plant, and the DPR water possibly would not count against our licensed diversion and could count as a supplemental water supply.

Public comment on this item: Mr Dudzik asked if the District has a rough plan for developing the tertiary treatment plant. Utilities Manager Green said the tertiary plant would likely need to be placed near the WRF because there is inadequate space at the current wastewater treatment plant.

4.B. Receive and Discuss Wastewater SST Project Update (Time: 2:45 pm) Wastewater Superintendent Toni Artho distributed an update on the status of the various ECMs and presented a review of the SST (Sustainable Solutions Turnkey) ECM (Energy Conservation Modules) projects. Projects reviewed were ECM-1 Influential Flow Equalization, ECM-2 Influent Lift Station Modifications, ECM-3 Modified Ludzik-Ettinger Process Upgrade, ECM-Blower System Improvements, ECM-5 RAS (Return Activated Sludge) and WAS (Waste Activated Sludge) Pumping Improvements, and ECM-7 & ECM-8 Electrical Upgrades and Back Up Power. For a more complete explanation of each of these ECMs and the status as of the February 17, 2024, update, see <https://www.cambriacsd.org/wastewater-sst-projects>.

Public comment: There was no public comment on this item.

4.C. Discussion and Consideration to Recommend the Board of Directors Approve a Contract with TruePani for a Service Line Material Inventory and Assistance with Lead Service Line Reporting Requirements (Time: 2:55 pm). Utilities Department Manager Green explained that the State requires all community water districts assess both customer and utility owned service lines, identify the materials of each service line within its service territory, and house this data on a website with a searchable database. This initial inventory must be submitted by October 16, 2024. The contract being proposed is for consultant services with TruePani for a water service line material inventory and assistance with the Lead Service Line reporting requirements. The District plans on inventorying the water lines from the meter to the customer house and developing data as part of the water meter updates.

Public comment: There was no public comment on this item.

Motion to recommend forwarding the contract with TruePani to the Board of Directors for approval was made by Committee member Meeks, motion seconded by Committee member Williams. Motion was approved with 4-ayes, 0-nays, 1-absent (Webb).

4.D. Receive Updated Water Supply Options Report and Discuss and Consider Recommendation to Forward Report to the Board of Directors (Time: 3:11 pm). Committee member Williams presented the Ad Hoc Committee's updated Water Supply Options Report. Rough costs for geophysical studies were provided but estimates will vary with order-of-magnitude study requirements and budgeting. Utilities Department Manager Jim Green stated that AEM (Airborne Electro-Magnetics) surveys were discussed at the Water Resources Advisory Committee (WRAC) meeting. Chair Dean suggested that Mr Green meet with the ad hoc committee to review potential sites, and whether AEM or tTEM (towed Time-Domain Electro-Magnetics) would be more beneficial based on terrain. The ad hoc committee can then update the report with more refined costs. Chair Dean looked into costs for solar hydropanels and how climate affects water production. One hydropanel for a roof installation is approximately \$2,950, and produces up to 1.3 gallons per day during optimum weather. This amount is diminished during very cloudy or rainy weather, and extreme cold. The panels are 4x8 feet and are installed at a 45-degree angle on flat roof surfaces. Committee member Meeks will add this information to the report and will continue to attempt to get a response regarding the number of panels, costs, and area required for commercial applications, such as providing additional water for Cambria.

Chair Dean suggests that off stream reservoirs as discussed by the Army Corp of Engineers in the past be looked into and potentially added to the report, as well as current and potential Whale Rock allocations. It was mentioned that to be effective, a reservoir needed to hold two to three times the annual supply of water for our community.

Utilities Department Manager Jim Green proposed that updates to the report be provided at future R&I committee meetings, rather than quickly finalizing the report. This will allow the ad hoc committee to provide new information as it becomes available. It was agreed that the ad hoc committee work on adding or refining four items to the report.

1. More refined cost estimates and discussion of the hydropanels.
2. More refined costs for geophysical investigations based on potential sites.
3. Discussion of offstream reservoirs.
4. Discussion of Whale Rock reservoir allocations.

Public comment: Mr Dudzik suggested that the ad hoc committee look at small projects as well as big projects. The benefit is smaller, but a small option may be more viable. He suggests DPR be added as an option.

5. Future Agenda Items (Time: 3:36 pm) Chair Dean asked for future agenda items.

- Utilities Manager Jim Green suggests a discussion on Clean Fleet Vehicles.
- If data is available, the committee will review the CIP lists.
- Possible review of costs to repair the Rodeo Grounds generator.

Adjourn: Chair Dean adjourned the meeting at 3:49 pm.

Respectfully submitted:

CCSD Director Karen Dean, R&I Committee Chair

NCAC March 20, 2024 Meeting Summary for the CCSD Board of Directors

The North Coast Advisory Council held a meeting March 20, 2024, 6:00-8:56 PM via Zoom. This report summarizes some of the more salient points discussed. For the convenience of those watching the recorded meetings, approximate start times are noted at several points in this report. For further detail, please visit the well-organized NCAC website:

- Agendas with written reports: <https://www.ncacslo.org/meeting-agendas>.
- Minutes: <https://www.ncacslo.org/minutes-of-meetings>.

Public/ Council Comment:

Blake Fixler provided an oral report for Supervisor Gibson, discussing several topics of interest:

- Advisory Council Training: Friday 4/26, 8:30 AM – 12 noon; the public is welcome on a space available basis. Contact [Blake Fixler](#) if interested.
- Public Works has developed a tool showing [Road Closures, Delays and Status](#).
- 6:14 PM, Blake discussed a \$12m loan from Reserves to Public Works to address storm damage, discussed the Pine Knolls contract and how projects are prioritized.
- The Christmas Market permit has been appealed, July 9 Public Hearing with the County Board of Supervisors.

Regular Public Agency Reports:

- SLO County Planning: Kip Morais provided an oral report, 6:37 PM, including Lampton Cliffs Stair access project progress.
- Public Safety: Sheriff Stuart Macdonald discussed his written report, 6:39 PM.
- CCSD: Director Thomas provided a written report, 6:45 PM. The GM answered questions about how CCSD deals with remodels which increase water use, whether vacation rentals are treated the same as residential units, and about the PSHH project.
- 7:05 PM, Cambria Fire Safe Focus Group: Dave Pierson provided a written report, discussed the Homeowners Insurance situation and the [information available on the CCSD Website](#). Put Saturday 5/11 on your calendar - Cambria Wildfire Preparedness Day.
- 7:13 PM, Director Farmer called attention to the 3/20/2024, 12:07 PM email from the NCAC Chair indicating GM McElhenie would be discussing the status of WRF permitting.
- 7:23 PM, Matt shared the report from the Fire Chief and fielded several questions.

Guest Presentation: 7:39 PM, Claudia Worthen, Beautify Cambria, reported on a Goodwill Donation Drive fundraiser Saturday 5/18, 9-3 at the Santa Rosa Church.

Reports from Standing Committees and Special Interest Representatives:

- 7:49 PM, Land Use Committee: Jeff Kwasny provided and presented 2 written reports:
 - A Land Use and permitting history of the Cambria Christmas Market.
 - The Land Use Committee report with 2 Permit for consideration:
 - Installation of 3 new employee modular residences at the San Simeon State Park, which the NCC voted to recommend approval.
 - Replacement of an existing, non-conforming 1-bathroom residence with a new 2-story 2,419 square feet single family 3-bathroom residence at 2675 Sherwood Drive, designed by [Warren Leopold](#), to be considered next month.

The next NCAC Meeting will be March 20, 2024, at 6:00 PM via Zoom.

Respectfully submitted, Michael Thomas, CCSD Board of Directors

LIAISON REPORT TO CCSD BOARD OF DIRECTORS ON THE SAN SIMEON COMMUNITY SERVICES DISTRICT REGULAR BOARD MEETING ON MARCH 15, 2024

The regular San Simeon Community Services meeting was held in the Cambria Coast Unified Board Room. Acting Chair Tiwana called the meeting to order at 6:00 pm. Directors Tiwana, Diamond, and Donahue were present. Director Lee attended via Zoom. Interim General Manager Faverty and Ruth Montgomery were also in attendance. The March 7, 2024 Regular Board meeting was cancelled due to illness.

4. PUBLIC COMMENT

Two residents requested information on items on the agenda. The Chair suggested that staff clarify the issues that were asked related to Dissolution and Divestiture.

5. CONSENT AGENDA ITEMS

The meeting minutes of February 1, 2024 and December 7, 2023 were approved under the Consent Agenda.

The February Disbursements Journal was approved as written under the Consent Agenda.

6. BUSINESS ACTION ITEMS:

A. ANNUAL BOARD ELECTION FOR CHAIR POSITION, VICE CHAIR.

The Board voted to approve a new approach to filling the positions of Chair and Vice Chair. The members of the Board will rotate through these positions on a quarterly basis in alphabetical order.

B. DISCUSSION, REVIEW AND APPROVAL OF A RESOLUTION OF THE BOARD OF DIRECTORS TO DIRECT STAFF TO PREPARE A RESOLUTION OF APPLICATION FOR DISSOLUTION, OR ALTERNATIVELY TO PREPARE A RESOLUTION OF APPLICATION FOR DIVESTITURE

The Board voted unanimously to direct staff to prepare a Resolution of Application for Dissolution of the District. The Interim General Manager Faverty stated that dissolution would mean, in essence, that the administration of the District would change and be assigned to another entity.

Public Comment: One resident asked for easier to understand definitions of dissolution and divestiture so that he can understand what the Board is deciding. Another resident suggested that the Board do more research on what grants might be available to the District so that it might be able to continue as a community service district.

7. DISTRICT STAFF & COMMITTEE REPORTS:

i. FRM Operations Report

ii. RGS Finance Report

A representative from RGS gave a summary of his credentials and his experience in finance. He stated that he has been working closely with staff to finish financial statements ending June 30, 2023. The process has been difficult because of the lack of consistency of finance staff at the District. He stated that they are having to review daily revenue/expense transactions and that the information isn't always easily found. Some progress is being made and RGS will close out FY22/23 so that an audit can be done. There was no definite time frame as when this might be completed.

iii. Interim General Manager's Report

The Acting GM gave an update on several issues. He initially introduced Ruth Montgomery, a Cambria resident who has a Masters Degree in Information Technology who has been assisting him in organizing the District files, of which he is very appreciative. He stated that he has been meeting with a representative from the Coastal Commission related to the Board's decision for Dissolution or Divestiture. In his discussions with the Coastal Commission, he stated that it appears that the Commission understands the situation that SSCSD is in and will refrain from making any more demands on the District until dissolution is complete. He stated that the Pipe Bridge project continues and will be completed before the SSCSD is dissolved. The issues of lifting the moratorium was discussed and the problem with numerous potholes due to the inordinate amount of rain. He has also met with LAFCO and the County to ascertain what might be the best decision for the District. He stated that since the Board has directed staff to begin the application for Dissolution, he now has direction for where the Board has decided to go. He stated that it most probably will be the County that takes on the District services for San Simeon residents.

iv. District Counsel's Report

There was no further report from District Counsel.

8. NON-DISTRICT REPORTS:

A. Sheriff's Report

The Sheriff was not available to make a report.

9. CLOSED SESSION

Public comment on Closed Session agenda items included one resident who asked how could one could make a public comment on Closed Session if she didn't have any information about what was going to be discussed during Closed Session.

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

B. REPORT UPON CONCLUSION OF CLOSED SESSION

The Board went into Closed Session at 7:34 pm and returned from Closed Session at 8:19 pm.

The District Counsel stated that the outcome of the Closed Session was that the Board gave direction to staff.

The meeting was adjourned at 8:21pm.

Submitted by Debra Scott, CCSD Director

Friends of the Fiscalini Ranch Preserve March 12th, 2024 Monthly Meeting summary

The meeting was called to order by Chair Dianne Anderson at 4PM. In attendance were Chair Anderson, Vice Chair Tom Loganbill, Secretary John Nixon, Treasurer Mary Maher, Executive Director Kitty Connolly, Board Directors Jose Luis Sanchez, Bob Detweiler, Ellie Etter, Cathleen Campe, Shari Robascotti, Marvin Josephson, and CCSD Board Director and FFRP Liaison Harry Farmer. CCSD Board member and PROS (Parks, Recreation and Open Space) Committee Chair Michael Thomas joined the meeting at 4:20 PM. It should be mentioned that while the intention is to now have in person monthly meetings, due to ED Connolly having come down with Covid, this meeting was being held via Zoom.

The minutes from the FFRP Annual Meeting and Monthly Board meeting of January 20th, 2024 were unanimously approved. A short comment was made by Vice Chair Loganbill regarding the recent dog attack, adding that John Nixon would provide details later during the Executive Director's report.

The first Matter for Decision was to Review and approve the Linking Boardwalk proposal and funding. It was announced that the Executive Committee has reviewed and approved the project. Ms Connolly then initiated the discussion, providing very accurate graphics for viewing. She remarked that the current trail is very slippery when wet, and last year two people actually broke their ankles trying to navigate the trail. So far all environmental regulations have been approved for the project, and the construction review was completed October 23rd of last year. The bid for construction is \$700,000, with \$100,000 for monitoring. Presently FFRP is awaiting an agreement with the CCSD. Today's discussion is about funding the \$800,000, perhaps using monies from the Schwab Reserves and the Vanguard Endowment. Treasurer Maher made a motion to use funding reserves, seconded by Mr Detweiler. Chair Anderson reminds everyone that \$619,000 has already been earmarked for the project, so only \$81,000 is actually required. Bob Detweiler remarked that a couple of years ago this project was considered FFRP's top priority, therefore there is nothing to gain by delaying the project, and that in the next year or two reserves will no doubt improve. John Nixon sees the project as an investment for greater fundraising, including being tied in to the upcoming 25th Anniversary of FFRP. Mr Josephson agrees the project could lead to increased donations. Kitty comments that no contract has yet been made with the construction company, that this will happen only after the project is approved by the CCSD Board of Directors. Michael Thomas states that the PROS committee has approved the project, and it will likely be discussed at one of the CCSD April Board meetings. Ultimately the FFRP Board votes unanimously to approve funding for the Linking Boardwalk. Ellie Etter adds we should approach the project with a positive, forward looking attitude and outlook.

Michael Thomas, who had just arrived at the meeting, made a Public Comment as to the PROS Committee plan for the East Ranch Community Park. Next week FFRP representatives Anderson and Connolly will join various PROS Committee members when marking the Community Park boundaries. Also invited are former FFRP ED Jo Ellen Butler and former FFRP Board member and Chair Walt Andrus.

The next Matter for Decision was to Review and approve Bench relocation. Vice Chair Tom Loganbill stated that recently a bench in disrepair has been much improved. Then, with much appreciation to Bob Bell, who in years past built many of the benches on the Ranch, Tom stated he will refinish or replace the Owl's Roost bench. It was suggested that perhaps the Owl's Roost bench could be put on the Stuart St property owned by the CCSD across the street from where Bob Bell and his wife Alise lived for many years, or if need be just placed in storage. John Nixon recommended putting the improved bench in the Owl's Roost location, including a 3x5 Bronze Plaque. The motion to approve moving the bench was approved.

Review and approve Board Mentoring Policy was the next Matter for Decision. Chair Anderson suggests the use of a "buddy system" in addressing this issue. A motion was requested to discuss the policy, which was made by Jose Luis Sanchez and seconded by Ms Maher. Jose Luis suggest new Board members peruse old documents as to the "structure and vision" of FFRP. Ms Robascotti expresses her appreciation for the

opportunity for both reviewing the documents and the “mentorship” program. Ms Etter suggest one meeting take place for all new Board members to read the materials instead of each member reading the material on their own. Mr Josephson then spoke of his recent experience which he defined as helpful, and “questions were answered” that, “brought him up to speed”. Mr Loganbill recommended catching up with Joyce Renshaw and Jo Ellen Butler. Ms Etter suggests new members meet with Treasurer Maher to gather more of an understanding of finances. Chair Anderson asks if folks are in favor of the Policy as it is, or should some adjustments be made. ED Connolly states that perhaps new members be assigned a mentor. Ms Maher recommends going forward with the Policy as it is, and perhaps modify later if needed. The vote was taken and almost unanimous, with Ms Etter voting “no”, saying that she favored the Policy, just not as presently structured.

Matters for Discussion began with the Executive Director’s Report. Ms Connolly informed us that US-LT RCD (Upper Salinas-Las Tablas Resource Conservation District) is providing monies for plants on the Ranch for various pollinators, as well as understory and habitat for creatures such as ground squirrels and burrowing owls. She then spoke of the barrels and bails of cotton that recently washed up on the beach just north of Cambria, no doubt from a passing ship just off the coast. A drone flyover indicated that the debris could be affecting organisms on shore and in the ocean.

Mr Loganbill then provided a report on the recent dog attack that occurred either Sunday or Monday. It was stated a pit bull off leash attacked and killed a dog on leash, and the owner of the attacked dog was also harmed, losing part of his right index finger. The location was stated as near Wedgewood and Windsor near the South entrance to the Ranch. Both CCSD General Manager Matt McElhenie and Facilities and Resources Supervisor David Aguirre had been informed. (It was later determined the attack actually occurred on Park Hill north of the Ranch at the corner of Worcester and Whitehall, and the attack dog had actually broken free from his leash while being walked by the renter staying at the property.)

As for our magical friends who visit Cambria and the Ranch on an annual basis, ED Connolly reported, “monarchs (butterflies) did not do well this year. Kind of sad.”

There was no Ranch Manager Report.

Chairperson Anderson reported all FFRP members are in “good standing”. However, she then added that Board member donations have recently been on a downward trend, from \$13,000 in 2021, to \$11,000 in 2022, and finally \$8,500 in 2023. She then recommended setting a regular date for the Annual FFRP meeting, suggesting the 3rd Saturday in January.

As for the Education Committee Report. Director Sherryl Ebbs was not present due to the health issues being dealt with by her husband. Not only was therefore no report available, but Ms Ebbs is needing to step down from her position as head of the Education Committee. A new Board member will now be needed to assume this rewarding but demanding position.

Treasurer Mary Maher reported Ms Andrea Helms is the new Bookkeeper. Also, the move to Mercer Investments is going smoothly and on time, and there is no need to withdraw funds this quarter.

As for Outreach and Development. We were reminded of the FFRP Pop Up and snack bar involvement at the upcoming annual Wildflower Show the last weekend in April at the Veteran’s Hall, as well as the Volunteer Appreciation Event on May 15th. Also there will be a Pop Up at the Greenspace Earth Day Event on April 21st at the Creekside Reserve on Center St. There will be Ranch Pop Ups throughout the warm weather months that will require volunteer, plus docents are needed for Sunday hours at the FFRP shop on Main St. Also, each Board member is being encouraged to find a potential legacy donor, which could include a family member.

Marvin Josephson provided the Ranch Committee Report. Needless to say, there are still, “lots of weeds to take care of”, plus digging out as much mustard and radish as possible which will hopefully not be extensively coming back this year. Also, another Ice Plant Removal Party is coming up, with the possibility of total elimination on the horizon.

Executive Director Connolly then verbally provided her Stakeholders Report, mostly from the recent meetings of the Fire Safe Focus Group. The SLO County Fire Safe Council headed by Dan Turner has submitted a Forest Health Grant proposal to Cal Fire for \$6.7 million for work through 2030. Work will include initial treatment and follow up, including the Ranch. The decision will be announced in May, with funding arriving in 2025. The Ranch will be part of the proposal. The Fire Safe Council also submitted a Wildfire Prevention proposal to Cal Fire for \$2.9 million, including clearing CCSD vacant lots and Ranch fire breaks, and removing unwanted plants in Strawberry Canyon. Monty Soto has been hired to do a preliminary evaluation creating an evacuation route from Marine Terrace through private land to the south. Also, Roberta Vitols is heading up an awareness campaign so residents can know where to get fire safety and insurance information. And FSFG Chair David Pierson and PROS Committee member Jeff Wilson have created an informational page for the CCSD about Fire Insurance in Cambria, of which a link has been posted on FFRP’s Facebook page. Wildfire Preparedness Day will be May 11th at the Veteran’s Hall.

Chair Anderson then adjourned the meeting at 5:45 PM

The next FFRP meeting will be on Tuesday, April 9th at 4PM at the Cambria Center for the Arts, 1350 Main St, in the Green Room.

This summary written and submitted by CCSD Board Director and FFRP liaison Harry Farmer.

Cambria Forest Committee March 15, 2024 meeting summary

The meeting was called to order at 10:03 AM. In attendance were CFC Chair Crosby Swartz, Secretary Christine Heinrichs, Treasurer Laura Swartz, CFC Director Julie Jorgensen, CCSD Director and PROS (Parks, Recreation and Open Space) Committee Chair Michael Thomas, PROS Committee member Jeff Wilson, US-LT RCD (Upper Salinas-Las Tablas Resource Conservation District) Project Manager Spencer Gordon, CNPS (California Native Plant Society) member Neil Havlik, Cambria resident Dennis Dudzik, and CCSD Board member and CFC liaison Harry Farmer.

Crosby began the comment segment of the meeting by stating he'd recently sent out a link to the Trees of Los Padres Webinar presented by Bryant Baker, Director of Conservation and Resources for Los Padres Forest Watch. Laura Swartz then provided the Treasurer's Report, stating there were no outstanding bills or grant funding obligations, but grant opportunities would be pursued in the coming year.

Under Organizational Reports, Neil Havlik stated the Native Plant Society is very concerned about the proposed large construction and development project in Nipomo in southern San Luis Obispo County. While no one was available representing the Cambria Fire Safe Focus Group, Jeff Wilson remarked he'd attended the most recent meeting, and the topic of home owners fire insurance had come up. Crosby stated much information on fire insurance and its availability can be found at the FSFG website. There was no report available from FFRP (Friends of the Fiscalini Ranch Preserve). Crosby then read a written report submitted by Greenspace Executive Director Karin Argano, reminding us once again that Earth Day will be celebrated at the Greenspace Creekside Reserve on Center St on April 21st, which will include an art project from the students at the Grammar School. Upgrades are also taking place at the Reserve, as the Temple will be getting a new coat of paint, the driveway a new layer of gravel, and new docent training for the Temple will be taking place.

Spencer Gordon provided an update on the fuel reduction project at Rancho Marino, saying the start date is tentatively set for April 29th, and he's presently working out the scheduling with the contractors and Camp Ocean Pines. As for the length of the project, Spencer remarked while the project could possibly take up to two years, it's hoped the thinning will take place this Spring and Summer, the wood would then be cured, and burned in November. Spencer added he's also put in a Cal Fire grant proposal for the North County that would provide for some forest thinning projects in that area. Jeff Wilson then spoke, stating that at the recent FSFG meeting, Dan Turner, Executive Director of the San Luis Obispo Fire Safe Council, had commented on the upcoming work on the Hearst Ranch property, beginning with eucalyptus thinning at San Simeon Point, followed by Monterey Pine thinning, all of which had been approved last year by the California Coastal Commission. Laura then asked about "progress" regarding the fuel reduction project on the Covell Ranch, to which Spencer said he'd been out on the property recently and heard the chipper running, but otherwise could provide no further details.

Speaking of land management and care for the natural environment, at this point Michael Thomas, Chair of the PROS Committee, stated it might be possible that Fern Canyon may be the first of the Forest Management Plans initiated by the District (CCSD). Concern was expressed regarding the exposed collection line in Fern Canyon, and the environmental challenges that would be faced in repairing/replacing the line. Spencer Gordon then commented that work on a forest management project description for the Fiscalini Ranch Preserve will begin this Fall. The UC Berkeley Fire Surrogate 20 Year Study addressing Forest Management was briefly acknowledged.

Crosby Swartz reported on an article published by the California Forest Pest Council about the *Onnia Subtriquetra* fungus (Wooley Velvet Polypore) attacking coastal pines.

Michael Thomas then provided some brief comments on the past history of the PROS Committee, which for its almost entire existence has been known as the PROS Commission, and background on long time efforts to

develop an East Ranch Community Park. Jeff Wilson added that PROS was now actively involved with the County Parks and Recreation Commission, and both he and former PROS Chair and current committee member Steve Kniffen attend the monthly meetings of the Parks and Recreation Commission.

Laura then commented on the need for the County being involved in the cleanup of homeless encampments, including providing assistance financially.

At this point the meeting was adjourned at 10:52 AM.

The next scheduled Cambria Forest Committee is on Friday, April 12th at 10AM via Zoom.

This summary was written and submitted by CCSD Board member and CFC liaison Harry Farmer.