CAMBRIA COMMUNITY SERVICES DISTRICT

Thursday, May 23, 2019 - 2:00 PM

1000 Main Street Cambria CA 93428

AGENDA

Copies of the staff reports or other documentation relating to each item of business referred to on the agenda are on file in the Office of the District Clerk, available for public inspection during District business hours. The agenda and agenda packets are also available on the CCSD website at www.cambriacsd.org. The District Office hours are Monday - Thursday, and every other Friday from 9:00 a.m. through 4:00 p.m. Please call 805-927-6223 if you need any assistance. If requested, the agenda and supporting documents shall be made available in alternative formats to persons with a disability. The District Clerk will answer any questions regarding the agenda.

1. OPENING

A. Call to Order

B. Pledge of Allegiance

C. Establishment of Quorum

D. Report from Closed Session

E. Agenda Review: Additions/Deletions

2. PUBLIC COMMENT (Estimated time: 30 minutes. At President's discretion additional comments may be heard at the end of the meeting.)

Members of the public who have not had the opportunity to speak on item 5 due to the limitation of time may now address the Board on any item of interest within the jurisdiction of the Board but not on its agenda today. 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. Speaker slips (available at the entry) should be submitted to the District Clerk.

3. REGULAR BUSINESS (Estimated time: 15 Minutes per item)

A. DISCUSSION AND CONSIDERATION TO SCHEDULE A TOWN HALL MEETING DATE TO RECEIVE INPUT FROM THE PUBLIC, BOARD MEMBERS, AND STAFF TO DEVELOP THE DISTRICT'S MISSION STATEMENT

B. DISCUSSION AND CONSIDERATION OF APPROVING AMENDED COVENANT RELATED TO PROPERTY LOCATED AT 2706 MAIN STREET, A LEASE WITH THE CAMBRIA HISTORICAL SOCIETY FOR USE OF THAT PROPERTY FOR THE SANTA ROSA SCHOOLHOUSE AND AUTHORIZING WATER AND SEWER SERVICE FOR THE PROPERTY

C. DISCUSSION AND CONSIDERATION OF APPROVE OF RIGHT OF WAY AGREEMENT, EASEMENTS AND CONSENT TO COMMON USE AGREEMENT WITH SAN LUIS OBISPO COUNTY FOR THE BURTON DRIVE MP 2.0 SLIP-OUT REPAIR PROJECT

D. DISCUSSION AND CONSIDERATION OF ADOPTION OF RESOLUTION 19-2019 APPROVING WATER, SUSTAINABLE WATER FACILITY, AND SEWER RATE INCREASES EFFECTIVE JULY 1, 2019 AS AUTHORIZED IN RESOLUTION 27-2018 AND IN ACCORDANCE WITH PROPOSITION 218

4. HEARINGS AND APPEALS (Estimated time: 15 Minutes per item)

A. DISCUSSION AND CONSIDERATION OF ADOPTION OF THE ITEMIZED REPORT OF WATER AND WASTEWATER STANDBY OR AVAILABILITY CHARGES FOR COLLECTION ON THE COUNTY TAX ROLLS

5. FUTURE AGENDA ITEM(S) (Estimated time: 15 Minutes)

Requests from Board members to receive feedback, direct staff to prepare information, and/or request a formal agenda report be prepared and the item placed on a future agenda. No formal action can be taken except to direct staff to place a matter of business on a future agenda by majority vote.

6. ADJOURN TO CLOSED SESSION Closed Session shall be held at the Veteran's Hall at 1000 Main St., Cambria CA 93428 in the Fireside Lounge

A. PUBLIC EMPLOYM;ENT Pursuant to Government Code section 54597.
Title: General Manager

B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION Pursuant to Government Code Section 54957.
Title: Interim General Manager

C. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1).
Name of Case: CCSD v. CDM Smith, Inc.

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors AGENDA NO. **3.A.**

FROM: Monique Madrid, Assistant General Manager

Meeting Date: May 23, 2019 Subject: DISCUSSION AND CONSIDERATION TO SCHEDULE A TOWN HALL MEETING DATE TO RECEIVE INPUT FROM THE PUBLIC, BOARD MEMBERS AND STAFF TO DEVELOP THE DISTRICT'S MISSION STATEMENT

RECOMMENDATIONS:
Staff recommends the Board of Directors consider scheduling a town hall meeting date to receive input and feedback from the public, Board Members and staff to develop the District's Mission Statement.

FISCAL IMPACT:
Fiscal impacts associated with this item include staff time and costs for videotaping the meeting.

DISCUSSION:
On April 18, 2019, the Board of Directors asked staff to bring back an item to allow for a town hall meeting to be scheduled. This item is now being brought forward to the Board to determine a date to hold a town hall meeting at which the Board will receive input from the public, Board Members, and staff to help develop the District's Mission Statement.

Staff met with President Pierson to discuss dates which are available for use of the Veterans Memorial Building. Staff recommends the Board schedule a town hall meeting on one of the following available dates:

- Wednesday, July 24th from 2:00 p.m. to 4:00 p.m. or 2:00 p.m. to 5:00 p.m.
- Wednesday, July 31st from 2:00 p.m. to 4:00 p.m. or 2:00 p.m. to 5:00 p.m.

The above dates and times have been tentatively reserved on the Veterans Memorial Building event calendar.

BOARD ACTION: Date_____Approved:_____Denied: _____

UNANIMOUS:____PIERSON____FARMER___RICE___STEIDEL___HOWELL____

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors AGENDA NO. **3.B.**

FROM: Paavo Ogren, Interim General Manager
Timothy Carmel, District Counsel

Meeting Date: May 23, 2019 Subject: DISCUSSION AND CONSIDERATION OF APPROVING AMENDED COVENANT RELATED TO PROPERTY LOCATED AT 2706 MAIN STREET, A LEASE WITH THE CAMBRIA HISTORICAL SOCIETY FOR USE OF THAT PROPERTY FOR THE SANTA ROSA SCHOOLHOUSE AND AUTHORIZING WATER AND SEWER SERVICE FOR THE PROPERTY

RECOMMENDATIONS:
Staff recommends that the Board of Directors discuss and consider approval of an Amendment to Covenants, Agreements and Restrictions related to the use of the property located at 2706 Main Street and approval of a Lease Agreement (the "Lease") with the Cambria Historical Society for that property for the relocation of the Santa Rosa Schoolhouse. It is also recommended that the Board authorize providing water and sewer service to the property.

FISCAL IMPACT:
The Lease with the Cambria Historical Society is for the nominal amount of one dollar ($1.00) per year. The Lease also provides that all costs for the use, operation and maintenance of the property during the term of the Lease will be borne by the Historical Society, including the cost of establishing water and sewer service on the property.

BACKGROUND:
As the Board is aware, the Historical Society has a deadline it must meet to relocate the Santa Rosa Schoolhouse (the "Schoolhouse"), and they have been working diligently to secure a new location. The Historical Society's efforts are now focused on the property located at 2706 Main Street that had previously been used as the District's dog park (the "Property").

A necessary component of relocating the Schoolhouse to the Property is an amendment to Covenants, Agreements and Restrictions (the "Covenant") that restrict the Property's use. When the District purchased the Property from the prior owners, Jim and Janet Bahringer, the purchase included execution of the Covenant. The restrictions on the use and development of the Property would preclude the proposed use by the Historical Society; however, the Bahringers have agreed to amend the Covenant to allow the Schoolhouse to be located on the Property and have approved the attached Amendment to Covenants, Agreement and Restrictions. The proposed Lease with the Historical Society references the Covenant and requires that they are subject to its terms, as amended. The Amendment to Covenants, Agreements and Restrictions is now being presented to the Board for its approval.

A comprehensive Lease has also been prepared that will lease the Property to the Historical Society for one dollar ($1.00) per year for a period of 25 years, with a 25 year option to extend, subject to District approval. The Lease provides that the Historical Society will be responsible for all costs associated with their use and operation, as well as maintenance of the Property. The Historical Society will also be required to provide insurance, and indemnify and hold the District harmless for its activities and use of the Property. The Historical Society will be able to terminate the Lease upon six months' written notice. If terminated, at the District's option, any improvements that the Historical Society has made will become the District's property. Removal of the Schoolhouse from the Property will be at the Historical Society's expense.

As has been noted in a previous staff report, the Property does not have water or sewer service on it. Although the District has restricted new connections to the water system, as staff has advised the Board, District Counsel has indicated that there is no legal impediment to authorizing new connections at the Property for the Schoolhouse use. Further, when the District established the implementation program for the Water Code Section 350 Emergency Water Shortage Declaration in December 2001, the staff report at that time included the following:

> A. New Construction: No Intent to Serve Letters will be issued for new development except as follows:
>
> 1. The Board of Directors may consider the issuance of Intent to Serve Letters for affordable housing projects (as defined in CCSD Ordinance 1-99), public educational facilities, publicly owned park and recreation facilities, and other governmental facilities...

While not publically owned, the Schoolhouse will be a form of public educational facility, as well as providing a park-like facility that is open to the public. District Counsel has also advised that under the statutes relating to Water Code Section 350 emergencies, there is nothing prohibiting a new connection for an historical facility such as the Schoolhouse. Therefore, since the Board has the discretion to allow such connections, and it will be on publically owned property being leased to a non-profit entity to preserve an historical facility and maintain it for the community, staff recommends that it authorize providing water and sewer service to the Property, upon payment of appropriate fees. The Lease provides that the Historical Society is responsible for all costs for utilities and services to the Property, including water and sewer. To the extent it may be required by the County for any permits or approvals necessary for the Historical Society's use of the Property, the Board's approval for water and sewer service should also include authorizing staff to issue an Intent to Serve Letter.

Attachments: Amendment to Covenants, Agreements and Restrictions
Lease Agreement

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS: ___PIERSON ___ FARMER ___ RICE___ STEIDEL ___ HOWELL___

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Cambria Community Services District
P.O. Box 65
Cambria, CA 93428-0065

This space for Recorder's use only

AMENDMENT TO COVENANTS, AGREEMENTS AND RESTRICTIONS
(RIGHT OF FIRST REFUSAL)

This Amendment to Covenants, Agreements and Restrictions ("Amendment") is made as of April __, 2019, by and between James and Janet Bahringer ("Owners") and the Cambria Community Services District ("District"). For convenience, Owner and District are sometimes collectively referred to herein as the "Parties" and singularly as a "Party."

This Amendment is made with respect to the following recitals of fact:

A. District previously purchased a parcel of real property from Owners, as described in Exhibit "A," attached hereto and incorporated herein by reference (APN 013-151-045, the "Property").

B. The purchase of the Property included as additional consideration execution of Covenants, Agreements and Restrictions recorded on March 1, 2005 in the Official Records of the County of San Luis Obispo, State of California as Document No. 2005016046 (sometimes referred to herein as the "Covenant") that restricted the use and development of the Property and that benefitted a second parcel of real property located across the street from the Property, as described in Exhibit "B," attached hereto and incorporated herein by reference (APN 013-151-043, the "Benefitted Property").

C. The Cambria Historical Society ("Historical Society") now desires to relocate an historic building, the Santa Rosa Schoolhouse ("the Schoolhouse"), to the Property; however, use of the Property as a location for the Schoolhouse is not a permitted use under the terms of the Covenant.

D. District would like to enter into a lease with the Historical Society in order to provide for the relocation of the Schoolhouse on the Property and Owners are in agreement to amend the Covenant to allow such use.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Notwithstanding anything to the contrary in the Covenants, Agreements and Restrictions, the use of the Property as a location for the Schoolhouse, including all appurtenant uses described in Exhibit "C," attached hereto and incorporated herein by reference, shall be permitted uses of the Property. A site plan showing the location of the Schoolhouse on the Property and appurtenant improvements,

including a public restroom, parking lot and landscaping, is attached hereto as Exhibit "D" and incorporated herein by reference. Once the Schoolhouse is located on the Property, all uses shall be limited to and conform with those set forth in Exhibit C and all improvements shall be limited to and conform with those depicted in Exhibit D, including, but not limited to, access to the property, turnaround area, parking lot, and the approximately 8,000 square foot schoolyard area. No other structures may be located on or uses made of the Property without the prior written consent of the Owners, unless the Schoolhouse and all appurtenant improvements are removed.

2. This Amendment may be signed by the Parties in different counterparts and the signature pages combined to create a document binding on all Parties.

3. Except as amended herein, all other terms and conditions of the Covenants, Agreements and Restrictions shall continue to be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the year and date first written above.

"Owners"

_____
James Bahringer

_____
Janet Bahringer

"District"

_____
David Pierson
President of the Board of Directors

ACKNOWLEDGMENT

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)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally James Bahringer, 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)

ACKNOWLEDGMENT

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)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared Janet Bahringer, 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)

ACKNOWLEDGMENT

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)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared David Pierson, 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 A

LEGAL DESCRIPTION

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

ALL THAT PORTION, LYING SOUTHERLY OF THE COUNTY ROAD KNOWN AS MAIN STREET, OF LOT 1 AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26 AND THAT PORTION OF LOTS 4 AND 5 OF SECTION 23, BOTH OF TOWNSHIP 27 SOUTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, LYING WITHIN THAT CERTAIN PARCEL OF LAND NEAR CAMBRIA IN SAID COUNTY AND STATE CONTAINING ABOUT 138 ACRES KNOWN AS THE KAETZEL TRACT AND CONVEYED AND PARTICULARLY DESCRIBED IN CERTAIN DEED DATED APRIL 20, 1890, EXECUTED BY PHILLIP KAETZEL AND HIS WIFE SARAH JANE KAETZEL TO WILLIAM ARMSTRONG AND SARAH J. ARMSTRONG AND RECORDED MAY 1, 1891, IN BOOK 12, PAGE 143 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY TO WHICH REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID PREMISES AS DESCRIBED IN DEED TO ANTONE PEREIRA RECORDED IN BOOK 121, PAGE 401 OF DEEDS.

EXCEPT THEREFROM THAT PORTION OF LAND DESCRIBED IN THE DEED TO TONY WILLIAMS, RECORDED APRIL 10, 1951 IN BOOK 605, PAGE 84 OF OFFICIAL RECORDS.

APN: 013-151-045

EXHIBIT "B"

LEGAL DESCRIPTION

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

ALL THAT PORTION OF THAT CERTAIN PARCEL OF LAND NEAR CAMBRIA, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, CONTAINING ABOUT 138 ACRES KNOWN AS THE KAETZEL TRACT AND CONVEYED AND PARTICULARLY DESCRIBED IN THAT CERTAIN DEED DATED APRIL 20,1890, EXECUTED BY PHILLIP KAETZEL AND HIS WIFE SARAH JANE KAETZEL TO WILLIAM ARMSTRONG AND SARAH J. ARMSTRONG AND RECORDED MAY 1, 1891 IN BOOK 12, PAGE 143 OF DEEDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TO WHICH REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID PREMISES AS DESCRIBED IN THE DEED TO ANTONE PEREIRA RECORDED IN BOOK 121, PAGE 401 OF DEEDS.

EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED IN THE DEED TO TONY WILLIAMS RECORDED APRIL 10, 1951 IN BOOK 605, PAGE 84 OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND LYING SOUTHERLY OF THE COUNTY ROAD KNOWN AS MAIN STREET.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND LYING NORTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A NAIL & TAG IN THE TOP OF A WOOD FENCE TAGGED "LS 2391" ON THE NORTHERLY RIGHT OF WAY LINE OF THE COUNTY ROAD KNOWN AS MAIN STREET, AS SHOWN ON THE RECORD OF SURVEY MAP RECORDED IN BOOK 5, PAGE 96 OF RECORDS OF SURVEYS, RECORDS OF SAID COUNTY; NORTH 76°23'42" EAST, A DISTANCE OF 100.07 FEET TO THE SOUTHWEST CORNER OF THE SAID TONY WILLIAMS DEED, SAID CORNER BEING MARKED BY A 1" IRON PIPE SHOWN ON SAID RECORD OF SURVEY; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY, NORTH 76°23'28" EAST, A DISTANCE OF 135.03 FEET TO THE SOUTHEAST CORNER OF SAID TONY WILLIAMS DEED, MARKED BY A 1" IRON PIPE AS SHOWN ON SAID RECORD OF SURVEY; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY, NORTH 76°23'28" EAST, A DISTANCE OF 56.73 FEET TO A 1" IRON PIPE TAGGED "LS 5751", SAID PIPE BEING THE POINT OF BEGINNING; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY, NORTH 12°05'54" WEST, A DISTANCE OF 250.39 FEET TO A 1" IRON PIPE TAGGED "LS 5751"; THENCE SOUTH 76°15'08" WEST, A DISTANCE OF 56.74 FEET TO THE NORTHEAST CORNER OF THE SAID TONY WILLIAMS DEED, MARKED BY A 1" IRON PIPE TAGGED "LS 2391" AS SHOWN ON SAID RECORD OF SURVEY; THENCE NORTH 12°36'03" WEST, A DISTANCE OF 189.61 FEET TO A 1" IRON PIPE TAGGED "LS 5751";

THENCE NORTH 80°34'08" EAST, A DISTANCE OF 464.35 FEET TO A 1" IRON PIPE TAGGED "LS 5751"; THENCE NORTH 80°33"35" EAST, A DISTANCE OF 201.90 FEET TO A 1" IRON PIPE TAGGED "LS 5751"; THENCE NORTH 80°33'35" EAST, A DISTANCE OF 2.59 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF THE SAID KAETZEL TRACT, SAID POINT BEING THE POINT OF TERMINUS.

APN: 013-151-043

EXHIBIT "C"

PERMITTED USES

4/16/2019

Santa Rosa School House Plans and Use of the Building and Grounds

Anticipated Schedule of Operations:

*Open 3 to 4 hours most Saturday and Sunday afternoons. *25 to 35 drop-in visitors*

*Open occasional weekday mornings from 8:30 am to Noon for school groups. *Most likely two or three days per month in October, November, February, March, April and May; 50 to 60 children and adults per school group.*

*Open occasional mornings and/or afternoons, but not past sunset, for workshops, docent meetings, guest speakers. Fundraising events, also not past sunset, will not exceed 4 times per year.

When the old Santa Rosa School House is ready, it will be open to the public as a children's museum where we will regularly offer historical experiences reminiscent of life and school in the late 1800s and early 1900s. We hope to offer educational, interactive activities and exhibits that promote understanding of how people lived, learned and worked in earlier times and how they were part of Cambria's evolving community. All ages are welcome and would have opportunities to engage in vintage activities both inside and outside the School House.

We plan to restore the School House to its original design and furnish it with vintage school desks, chalkboards, potbelly stove and educational materials. We hope to develop an outdoor yard surrounding the building that can accommodate groups of 50 to 60 children as they explore vintage tools, make toys, play games of the past and experience practical living activities using vintage materials. A wonderful way to end the field trip would be a picnic lunch in the yard just before returning to school on the bus.

Once open, we plan to open most Saturday and Sunday afternoons for approximately 3 hours year round. We anticipate 25 to 35 visitors to drop in for a tour of the School House and to participate in activities both inside and outside as weather permits. In addition, we'll schedule school fieldtrip groups of 50 to 60 children and their teachers to visit on a weekday morning from approximately 8:30 a.m. to Noon. Currently, at the Museum, we schedule fieldtrips on a Thursday or Friday morning. Field trips would be scheduled during the school year and most likely in October, November, and February, March, April, May.

EXHIBIT "D"

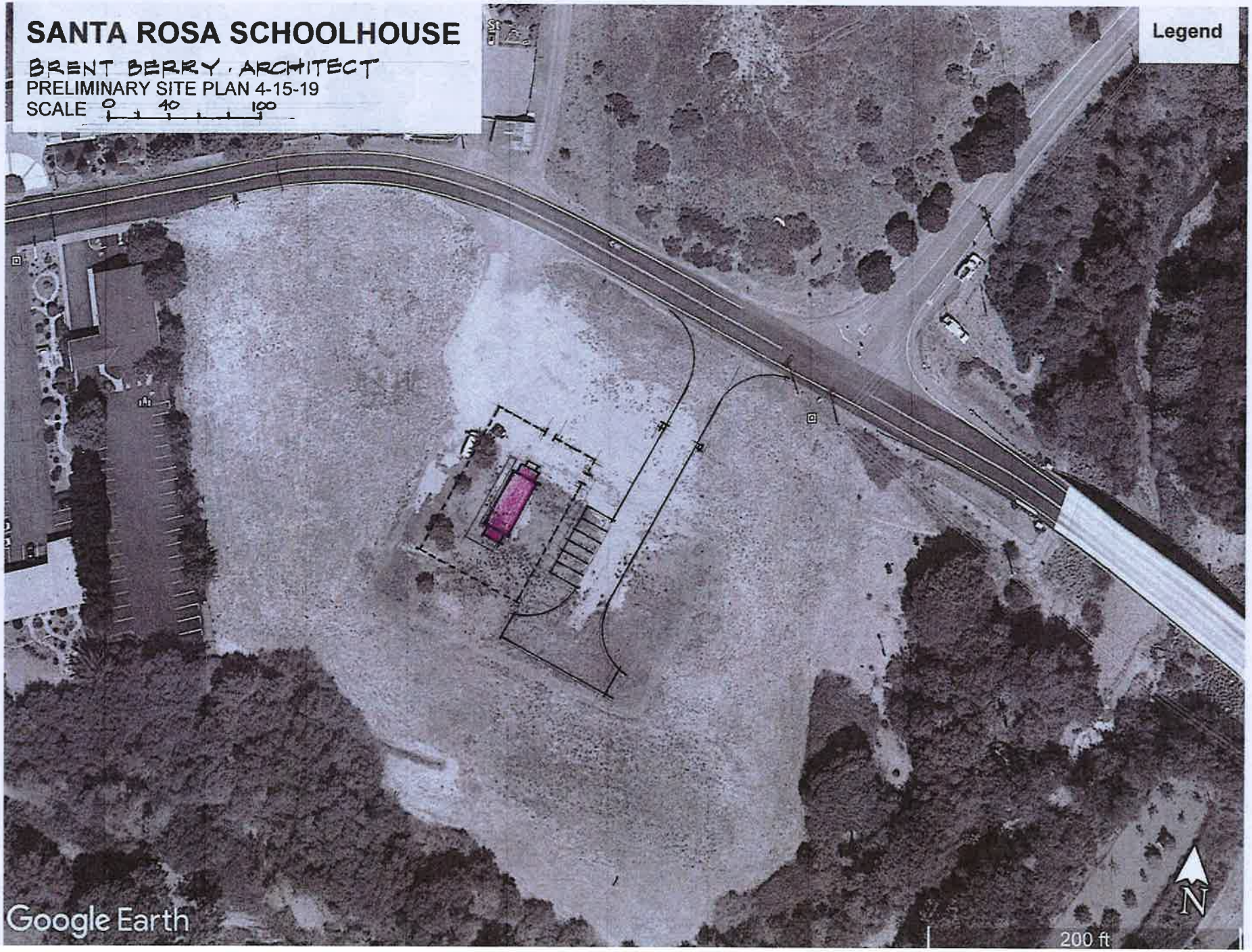
SITE PLAN

SANTA ROSA SCHOOLHOUSE

BRENT BERRY, ARCHITECT

PRELIMINARY SITE PLAN 4-15-19

SCALE 0 40 100



LEASE AGREEMENT

This Lease Agreement ("Lease") is entered into by and between the Cambria Community Services District ("District"), and the Cambria Historical Society ("Historical Society"), and is effective as of _____, 2019 ("Effective Date"). The District and the Historical Society (collectively, the "Parties") agree as follows:

1. Recitals.

a. The District and the Historical Society desire to enter into a lease for District-owned property located at 2706 Main Street, Cambria, California (APN 013-151-045, hereinafter "the Property"), as described in Exhibit "A," attached hereto and incorporated herein by reference, for the relocation of the historic Santa Rosa Schoolhouse ("Schoolhouse").

b. The Historical Society is a public benefit, nonprofit corporation whose mission is to: promote an appreciation for the colorful history of Cambria and the surrounding area among residents and visitors; preserve, interpret and exhibit historic information and artifacts; and provide a welcoming center-of-town historic venue for community use.

c. The Schoolhouse, which is owned by the Historical Society, is currently located at 870 Main Street in Cambria, and needs to be permanently relocated to a new location.

d. The District finds that the use of the Property for the location and preservation of the Schoolhouse, which will be operated by the Historical Society for the benefit of Cambria as a parklike and educational not-for-profit museum open to the public, is a public purpose that will serve the community within the powers and authority of the District.

2. Purpose and Objective.

The District and Historical Society declare that it is in the best interest of the residents and taxpayers within the District that the parties cooperate for the purpose of preserving the Schoolhouse, which is of great local historical significance, at the greatest efficiency and for the least cost to the residents and taxpayers of the District.

3. Property Leased.

The District hereby leases to the Historical Society, and the Historical Society leases from the District the Property.

4. Condition of Property.

The Property is leased to Historical Society in its current, existing, "AS IS" condition, and Historical Society's occupancy of the Property shall constitute Historical Society's acknowledgement that the Property is suitable for Historical Society's use.

Historical Society acknowledges that it has been informed about the Property's prior use as the District's dog park, and that it is subject to Covenants, Agreements and Restrictions between the District and the Property's prior owners that benefit property located across the street from the Property. The Covenants, Agreements and Restrictions have been amended to permit the use of the Property as the location of the Schoolhouse, and this Lease and the Historical Society's use of the Property will be subject to the terms of the Covenants, Agreements and Restrictions, as amended.

In addition to the foregoing information about the Property, before entering into this Lease, Historical Society has conducted its due diligence and is familiar with the physical, environmental, and legal condition of the Property, and has had the opportunity to inspect and re-inspect the same (as applicable). Except as expressly provided in this Lease, it is understood and agreed that the District has no obligation and has made no promises to alter or improve the Property.

Historical Society acknowledges that neither the District nor any of the District's agents has made any representation or warranty with regard to the Property or any utilities, infrastructure, easements, licenses, use rights, assessments, or other encumbrances benefiting or burdening the Property, including with respect to their condition, effect on, or suitability for the conduct of Historical Society's relocation of the Schoolhouse, its operations or other uses of the Property.

5. Rent.

The rent to be paid under to this Lease is One Dollar ($1.00) for each full or partial year during the Term of this Lease. The rent is payable on or before January 1 of each year of the Lease.

6. Term.

The term of this Lease will be for twenty-five (25) years from the Effective Date, with an option to renew ("option") for an additional twenty-five (25) year term. Said option shall be exercised by Historical Society no less than six (6) months prior to the expiration of the initial term. Said option shall be subject to, and shall only be effective upon, the written agreement of the District. Notwithstanding anything herein to the contrary, the term of this Lease is subject to the early termination rights of the Parties as set forth in Section 11.

7. Holdover.

In the event the Historical Society remains in possession of the Property after the expiration of the Lease term, the Historical Society will be a tenant at will with a month-to-month tenancy subject to all the provisions of this Lease, provided that such holdover term may be terminated upon thirty (30) days' written notice by the District.

8. Taxes and Assessments.

a. Personal Property Taxes. Historical Society must pay before delinquency all taxes, assessments, license fees and other charges levied and assessed against Historical Society or the District with respect to any personal property (collectively "Personal Property Taxes") that become payable during the Term or are attributable to Historical Society's use or occupancy of the Property. On demand by the District, Historical Society must furnish the District with satisfactory evidence of these payments. Notwithstanding the foregoing, Historical Society has the right to contest the imposition or collection of any such Personal Property Taxes which Historical Society reasonably believes was improperly assessed or calculated.

b. Statement Regarding Possessory Interest Taxes. This Lease creates a possessory property interest in Historical Society. Historical Society acknowledges and agrees that Historical Society's leasehold interests may be subject to property taxation, and Historical Society may be subject to the payment of property taxes levied on the interest. Such taxes are referred to in this Lease as "Possessory Interest Taxes," and must be paid by Historical Society as part of Real Property Taxes as provided in Section 8.c below.

c. Real Property Taxes. Historical Society is required to pay any real property taxes, impositions, general or special assessment, surcharge, fee, levy, penalty, bond, or similar charge levied on any business conducted on the Property, general and special taxes including Possessory Interest Taxes, gross receipts tax, excise tax levied by any Taxing Authority (defined below) including with respect to the District's receipt of Rent or ownership, management or operation of the Property (collectively, "Real Property Taxes"), now or in the future levied and assessed against the Property by any authority having the power to tax, including any federal, State or County government or any political subdivision ("Taxing Authority"). The District will promptly furnish Historical Society with a copy of any tax bill it receives related to Real Property Taxes. Historical Society must pay any Real Property Taxes not later than the Taxing Authority delinquency date.

d. Historical Society's Tax Liability Prorated. Historical Society's liability to pay Real Property Taxes will be prorated on the basis of a 365-day year to account for any fractional portion of a fiscal tax year included in the Term at its inception and expiration or other termination in accordance with this Lease.

e. Real Property Tax Contest. Historical Society may not seek a reduction in the assessed valuation of the Property, or contest any Real Property Taxes that are to be paid by Historical Society without the District's prior written consent. If the District consents and Historical Society seeks a reduction or contests any such Real Property Taxes, Historical Society will remain obligated to pay all Real Property Taxes prior to delinquency. The District will not be required to join in any proceeding or contest brought by Historical Society.

9. Use, Operation and Maintenance.

a. Use and Operation. Historical Society will be responsible for all costs related to its use of the Property, including, but not limited to, any Minor Use and Building permits required by San Luis Obispo County, and all costs of moving, building, and restoring the Schoolhouse, and landscaping the grounds. Historical Society agrees that it will continuously operate the Schoolhouse as an historic facility that is open to the public. The Property may be used for no other use, other than uses ancillary to the Schoolhouse, for the duration of the Term, without District's prior written consent.

b. Covenants, Agreements and Restrictions. As set forth in Section 4 above, Historical Society acknowledges that the Property is subject to Covenants, Agreements and Restrictions between the District and the Property's prior owners that benefit property located across the street from the Property. This Lease and the Historical Society's use of the Property will be subject to the terms of the Covenants, Agreements and Restrictions, as amended.

c. Maintenance by District. District will not be responsible for any maintenance or operation of the Property or the Schoolhouse.

d. Maintenance by Historical Society. Historical Society agrees to maintain, or cause to be maintained, the Schoolhouse and Property, including any new improvements that may be constructed by Historical Society. Such maintenance must be performed in a good and workmanlike manner so as to keep the Property in a neat, clean and orderly condition. All maintenance, repairs and general upkeep must conform to all applicable federal and State Occupational Safety and Health Act standards and regulations for the performance of maintenance and all other applicable local, state and federal laws.

10. Construction of Improvements on the Property.

a. Construction. Except with the District's prior written consent, which consent may not be unreasonably withheld, Historical Society may not make or cause to be made any construction, reconstruction, restoration, repair, alterations, additions, remodeling, or improvements ("Construction") on the Property. If Historical Society desires to undertake any Construction, Historical Society must, prior to the commencement of such work, prepare or cause to be prepared, at its sole expense, and must submit to the District for its review, plans and specifications for such work and such additional information as is reasonably requested by the District to make an informed decision on such submission. The plans and specifications must comply with this Lease and all applicable laws. Historical Society further acknowledges and agrees that it must pay at its sole expense the costs of all required permits and approvals for any of its proposed Construction.

b. Protection of District**.** Nothing in this Lease may be construed as constituting the consent of the District, expressed or implied, to the performance of any labor or the furnishing of any materials in connection with any construction by any contractor, subcontractor, laborer or materialman, nor as giving Historical Society or any

other person any right, power or authority to act as agent of, or to contract for or permit the rendering of any services, or the furnishing of any materials, in such manner as would give rise to the filing of mechanics' liens or other claims against the Property or any improvements thereon. The District has the right at all reasonable times to post, and keep posted, on the Property any notices which the District may reasonably deem necessary for the protection of the District and of such property and improvements from mechanics' liens or other claims. Historical Society must give the District 10 (ten) days' prior written notice of the commencement of any Construction to be done to enable the District to post such notices. In addition, the District may, in its reasonable discretion, require Historical Society to furnish to the District at Historical Society's expense reasonable improvement security, including completion and labor and materials bonds, prior to commencement of any construction. Historical Society must make, or cause to be made, prompt payment of all monies due and legally owing to all persons doing any construction or furnishing any materials or supplies to Historical Society or any of its contractors or subcontractors in connection therewith.

c. Liens and Stop Notices. Historical Society must keep the Property free and clear of all stop notices, mechanics' liens, and other liens on account of any construction performed by or on behalf of Historical Society or persons claiming under Historical Society. Historical Society agrees to and will indemnify and hold the District harmless against any and all liability, loss, damages, costs, attorneys' fees, and all other expenses on account of claims of lien of laborers or materialmen or others for construction performed by or on behalf of Historical Society or materials or supplies furnished to Historical Society or persons claiming under Historical Society. If a claim of a lien or stop notice is given or recorded affecting the Property or any Property Improvements, Historical Society must, within thirty (30) days of such recording or service: (a) pay and discharge the same; (b) effect the release thereof by recording and delivering to the District a surety bond described in California Civil Code §3143, or successor statute in sufficient form and amount which results in the removal of such lien from the Property and improvements thereon; or (c) otherwise obtain or effect the release such lien. Should any claims of lien be filed against the Property or improvements thereon, or any action be commenced affecting the title to such Property, the party receiving notice of such lien or action must forthwith give the other party written notice of such lien or action.

11. Termination.

a. By the District. The District may terminate this Lease if the Historical Society is in default, as set forth in Section 16 of this Lease, and has not cured or commenced to cure such default to the satisfaction of the District within 30 (thirty) days' written notice from District of the default.

b. By the Historical Society. The Historical Society may terminate this Lease: (a) Upon thirty (30) days' written notice if the District is in breach of any of its covenants in this Lease and has not cured such breach within such thirty (30) days; (b) Without cause, upon written notice given at least six (6) months prior to the date upon which the Historical Society wishes to vacate the Property.

c. Ownership Upon Termination or Expiration. Upon the expiration or other termination of the Lease for any reason, upon District's election, any and all District-approved construction, including all improvements or structural changes on the Property ("improvements"), but not including any non-permanent personal property or Trade Fixtures of Historical Society, will, without additional compensation to Historical Society, become District's property free and clear of all claims to or against them by Historical Society or any third person. In the event District does not elect to retain ownership of such improvements, except for underground utilities, Historical Society shall, at its sole expense, provide for their removal and return the Property to its original condition. Historical Society must defend, indemnify and hold District harmless against any all claims, liability, losses arising from claims related to the improvements or from District's exercise of the right conferred by this section.

d. Removal of Schoolhouse and Personal Property at Termination or Expiration. Upon the expiration or other termination of the Lease, Historical Society, at its own expense, shall provide for the removal and relocation of the Schoolhouse and shall remove all personal property of Historical Society from the Property. Any personal property (whether or not owned by Historical Society) not removed by Historical Society prior to the expiration or other termination of the Term or Lease will be deemed to be abandoned by Historical Society and will, without compensation to Historical Society, become the District's property, free and clear of all claims to or against them by Historical Society or any other person. Historical Society must defend, indemnify and hold the District harmless against any and all claims, liability, losses arising from such claims or from the District's exercise of any rights conferred by this Section 11.d. Historical Society is liable to the District for costs incurred by the District in effecting the removal of the Schoolhouse and of all personal property (whether or not owned by Historical Society) which Historical Society has failed to remove. The provisions of this Section 11.d will survive expiration or other termination of this Lease.

12. Services.

Historical Society, at its sole cost and expense, is responsible and must directly contract and pay for any and all utilities and services required or desired by Historical Society in connection with its use or occupancy of the Property, including telephone, computer and cable lines, wiring, materials, security, heat, air conditioning, water, gas, sewer, electricity, refuse, sewage, garbage, pest control services, and any other utilities, materials or services supplied to or serving the Property ("Services"). Historical Society must hold the District harmless from and against any and all demands, liability, claims, actions and damages to any person or property, costs and expenses, including reasonable attorneys' fees, arising out of or connected with the provision and payment of the Services. Historical Society must comply with federal, state, or local governmental controls, rules, regulations, or restrictions on the use or consumption of Services during the Term.

13. Insurance.

a. Historical Society Insurance. Historical Society must, at its own cost and expense, obtain and keep in force at all times during the Term the insurance coverage specified in Exhibit "B," attached hereto and incorporated by reference herein, and is liable for all premiums, deductibles, and self-insured amounts, if any, in connection with any such insurance. District shall be named as an additional insured on such insurance.

b. Certificates. Historical Society will file and maintain with the District Clerk, certificates of insurance evidencing the existence of the insurance coverages required by this Lease. Each certificate of insurance will be in a form as approved by the District, and each certificate will contain a provision requiring that no substantial change in coverage or termination of the policy to which the certificate relates will be made, except upon 30 (thirty) days' written notice to the District.

14. Indemnity and Liability.

a. Indemnity. Except to the extent claims are caused by the District's sole proven negligence or willful misconduct, Historical Society will indemnify, protect, defend, and hold harmless the District and its elected officials, officers, employees, volunteers, agents, representatives, contractors and each of their successors and assigns from and against any and all claims, judgments, causes of action, damages, penalties, costs, liabilities, and expenses, including all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon, arising at any time during or after the Term as a result (directly or indirectly) of or in connection with (a) any Historical Society default under this Lease (including in the performance or non-performance of any obligation on Historical Society's part to be performed under the terms of this Lease); (b) Historical Society's use of the Property, any portion thereof; (c) any act, error or omission of Historical Society in or about the Property, (d) loss of, injury or damage to, or destruction of property (including merchandise or inventory), including loss of use resulting from such loss, injury, damage, or destruction; or (e) any resulting economic loss, consequential damages, or exemplary damages (collectively, "Claims"). Historical Society must defend such Claims by and through counsel reasonably acceptable to District. The obligations of Historical Society under this Section 14 shall survive the expiration or other termination of this Lease with respect to any claims or liability arising prior to such expiration or other termination and do not interfere or limit the indemnities in Section 17.b.

b. Exemption of District from Liability. Historical Society, as a material part of the consideration to the District, hereby assumes all risk of damage to property, and injury to or death of persons in, upon or about the Property arising from any cause, and Historical Society hereby waives all claims in respect thereof against the District, except to the extent such claims are caused by the District's sole proven negligence or willful misconduct.

15. Non-assignability.

Historical Society may not assign, sublet, or otherwise transfer, whether voluntarily or involuntarily or by operation of law, this Lease or the Property without the District's prior written consent, which may be withheld in the District's sole discretion.

16. Default.

Historical Society is in default of this Lease if at any time it violates any of the covenants or agreements contained in this Lease, and such violations are not cured to the satisfaction of the District after 30 (thirty) days' written notice provided by the District to the Historical Society specifying the particulars of the default. If, in the sole discretion of the District, the default is of such a nature that cure would require more than 30 (thirty) days, Historical Society will be in default unless it commences such cure within such 30 (thirty) days' notice and thereafter diligently pursues completion of such cure.

17. Environmental Matters.

a. Environmental Compliance. Historical Society may not use, handle, store, transport, treat, generate, release or dispose of any Hazardous Materials (defined below) anywhere in, on, under or about the Property. District has the right to enter the Property from time to time to conduct tests, inspections and surveys concerning Hazardous Materials and to monitor Historical Society's compliance with its obligations concerning Hazardous Materials and Hazard Materials Laws. Historical Society must immediately notify the District in writing of: (a) any release or discharge of any Hazardous Material; (b) any voluntary clean-up or removal action instituted or proposed by Historical Society; (c) any enforcement, clean-up, removal or other governmental or regulatory action instituted or threatened; or (d) any claim made or threatened by any person against the District, Historical Society, the Property, any portion thereof, or any improvements thereon relating to Hazardous Materials or Hazardous Materials Laws. Historical Society must also supply to the District as promptly as possible, and in any event within five (5) business days after Historical Society receives or sends same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the personal property, the Property and any improvements thereon, or Historical Society's use thereof and concerning Hazardous Materials or Hazardous Materials Laws. In the event Historical Society institutes a cleanup or removal action, Historical Society must provide copies of all work plans and subsequent reports submitted to the governmental agency with jurisdiction to the District in a timely manner. "Hazardous Materials Laws" means all laws, codes, rules, orders, ordinances, directives, regulations, permits, or other requirements of federal, state, county, municipal or governmental authorities having jurisdiction, now in force or which may hereafter be in force concerning the management, use, generation, storage, transportation, presence, discharge or disposal of Hazardous Materials. "Hazardous Materials" means any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous or toxic materials, hazardous or toxic wastes, hazardous or toxic substances, carcinogenic materials or contaminants and all other materials governed, monitored, or regulated by any Federal, State or local law or regulation, including the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Substances Account Act, and/or the Resources Conservation and Recovery Act, together with asbestos, asbestos-containing materials, hydrocarbons, polychlorinated biphenyl ("PCB") or PCB-containing materials, petroleum, gasoline,

petroleum products, crude oil or any fraction, product or by-product thereof. Notwithstanding anything to the contrary, Historical Society may use common cleaning products in a manner consistent with and in amounts used in the ordinary course of business. However, Historical Society must handle, use, store, transport, release, and dispose of such cleaning products in accordance with all applicable laws, including Hazardous Materials Laws.

b. Historical Society's Indemnification. Except to the extent caused by the District's sole proven negligence or willful misconduct, Historical Society must indemnify, defend and hold the District harmless from any claims, causes of action, liabilities, losses, damages, injunctions, suits, fines, penalties, costs or expenses (including attorneys' fees and expenses and consultant fees and expenses) caused or alleged to have been caused by the presence of Hazardous Materials in, on, under, about, or emanating from the Property, including any bodily injury, death, property damage, natural resource damage, decrease in value of the Property, caused or alleged to have been caused by Historical Society or its parties' use, storage, handling, treatment, generation, presence, discharge or release of Hazardous Materials in violation of Historical Society's obligations under this Lease, whether such claims, causes of action or liabilities are first asserted during the Term or thereafter, and including claims made against the District with respect to bodily injury, death or property damage sustained by third parties caused or alleged to have been caused by Historical Society use, storage, handling, treatment, generation, presence, discharge or release of Hazardous Materials. The indemnities required of Historical Society in this Section 17.b are in addition to and do not limit the indemnities required of Historical Society in Section 14.a of this Lease.

18. Districts Right to Enter Property.

The District and its authorized representatives have the right to enter the Property at all reasonable times, after giving Historical Society twenty-four (24) hours' prior written notice (except in emergency, in which case no notice will be required), for any reasonable purpose, including: to determine whether the Property is in good condition and whether Historical Society is complying with its obligations under this Lease; to do any necessary maintenance and to make any restoration to the Property that the District has the right or obligation to perform; and to serve, post or keep posted any notices required or allowed under the provisions of this Lease.

The District has the right, but not the obligation, to maintain and repair, remove or replace, add to or generally improve, utilities and the facilities owned by the District, another public agency or public utility company, whether under, on, upon, or over the Property; and the District has the right, but not the obligation, to do any act or thing reasonably necessary for the safety or preservation of the Property if any excavation or other construction is undertaken or is about to be undertaken on any adjacent property or nearby street. The District is not liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of the District's entry on the Property as provided in this Section 18 other than any property damage, bodily injury, or death caused by the sole negligence or willful misconduct of the District, its agents, employees or contractors.

19. Notices.

All written notices required by this Lease must, unless otherwise required herein, (i) be in writing, and (ii) delivered to the party by hand or by U.S. Mail, postage prepaid, to the respective addresses set forth below. Notices given pursuant to this Section 19, will be deemed delivered: (a) immediately if by hand, or (b) 3 days from the date they are posted if by U.S. Mail. Notices should be addressed as follows:

TO DISTRICT:	TO HISTORICAL SOCIETY:
General Manager Cambria Community Services District PO Box 65 Cambria, CA 93428	President Cambria Historical Society PO Box 906 Cambria, CA 93428

20. Amendments.

Any amendment to this Lease that is mutually agreed upon by the parties will become effective only upon the execution of a written amendment to the Lease, executed by duly authorized representatives of each of the Parties.

21. Construction.

This Lease will be construed liberally to give meaning to the intention of the Parties and in accordance with the laws of the State of California.

[Remainder of page left intentionally blank.]

22. Counterparts

This Lease will be executed in two counterparts and each counterpart will, when taken together, constitute an original of this Lease.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease effective as of the date first set forth above.

CAMBRIA COMMUNITY SERVICES DISTRICT	**CAMBRIA HISTORICAL SOCIETY**
By:_____ David Pierson President, Board of Directors	By:_____ Its:_____
Date:_____	Date:_____

ATTEST:

_____
Haley Dodson, Deputy District Clerk

APPROVED AS TO FORM:

_____
Timothy J. Carmel, District Counsel

EXHIBIT A
LEGAL DESCRIPTION

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

ALL THAT PORTION, LYING SOUTHERLY OF THE COUNTY ROAD KNOWN AS MAIN STREET, OF LOT 1 AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26 AND THAT PORTION OF LOTS 4 AND 5 OF SECTION 23, BOTH OF TOWNSHIP 27 SOUTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, LYING WITHIN THAT CERTAIN PARCEL OF LAND NEAR CAMBRIA IN SAID COUNTY AND STATE CONTAINING ABOUT 138 ACRES KNOWN AS THE KAETZEL TRACT AND CONVEYED AND PARTICULARLY DESCRIBED IN CERTAIN DEED DATED APRIL 20, 1890, EXECUTED BY PHILLIP KAETZEL AND HIS WIFE SARAH JANE KAETZEL TO WILLIAM ARMSTRONG AND SARAH J. ARMSTRONG AND RECORDED MAY 1, 1891, IN BOOK 12, PAGE 143 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY TO WHICH REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID PREMISES AS DESCRIBED IN DEED TO ANTONE PEREIRA RECORDED IN BOOK 121, PAGE 401 OF DEEDS.

EXCEPT THEREFROM THAT PORTION OF LAND DESCRIBED IN THE DEED TO TONY WILLIAMS, RECORDED APRIL 10, 1951 IN BOOK 605, PAGE 84 OF OFFICIAL RECORDS.

APN: 013-151-045

EXHIBIT B
INSURANCE REQUIREMENTS

Historical Society shall procure and maintain for the duration of this Lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance hereunder by Historical Society, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability Code 1 (any auto).
3. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than $1,000,000 per accident, combined single limit. If Historical Society owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Historical Society will use personal autos, Historical Society shall provide evidence of personal auto liability coverage for each such person.

Minimum Limits of Insurance

Historical Society shall maintain limits no less than:

1. General Liability: $1,000,000 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 Agreement or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its employees, officials, and agents are to be covered as additional insureds.
2. Historical Society's insurance coverage shall be primary insurance as respects the District, its employees, officials, and agents.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to the District.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII or otherwise acceptable to District.

Verification of Coverage

Historical Society shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this clause.

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors AGENDA NO. **3.C.**

FROM: Paavo Ogren, Interim General Manager
Timothy Carmel, District Counsel

Meeting Date: May 23, 2019 Subject: CONSIDERATION OF APPROVAL OF RIGHT OF WAY AGREEMENT, EASEMENTS AND CONSENT TO COMMON USE AGREEMENT WITH SAN LUIS OBISPO COUNTY FOR THE BURTON DRIVE MP 2.0 SLIP-OUT REPAIR PROJECT

RECOMMENDATIONS:
Staff recommends that the Board of Directors consider and authorize the Board President to execute a Right of Way Agreement and Easement Deed and Consent to Common Use Agreement for the County's Burton Drive MP 2.0 Slip-out Repair Project (the "Project").

FISCAL IMPACT:
Under the Right of Way Agreement, the County will pay the CCSD $2,300 as compensation for the property interests being acquired for the Project. This amount is based upon an appraisal, as set forth in the attached Right of Way Appraisal Summary Statement.

BACKGROUND:
This item was continued to May 23, 2019 at the request of Director Howell, so that minor modifications could be made to the Right of Way Agreement and Easement Deed and Consent to Common and Use Agreement. These revisions include new paragraphs 7 and 11 to the Right of Way Agreement, additional clarifying language to Exhibit 2 to the Right of Way Agreement and additional clarifying language regarding severance damages to the fourth paragraph on page 2 of the Easement Deed and Consent to Common Use Agreement. Staff recommends the Board approve both agreements.

Attachments:
May 9, 2019 Original Staff Report for item 6 C
Correspondence from Phil Acosta, San Luis Obispo County
Summary Statement Relating to the Purchase of Real Property or an Interest Therein
Right of Way Appraisal Summary Statement
Right of Way Agreement
Easement Deed and Consent to Common Use Agreement
County Project Plans

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS: ___PIERSON ___ FARMER ___ RICE___ STEIDEL ___ HOWELL___

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors AGENDA NO. **6.C.**

FROM: Paavo Ogren, Interim General Manager

Meeting Date: May 9, 2019 Subject: CONSIDERATION OF APPROVAL OF RIGHT OF WAY AGREEMENT, EASEMENTS AND CONSENT TO COMMON USE AGREEMENT WITH SAN LUIS OBISPO COUNTY FOR THE BURTON DRIVE MP 2.0 SLIP-OUT REPAIR PROJECT

RECOMMENDATIONS:
Staff recommends that the Board of Directors consider and authorize the Board President to execute a Right of Way Agreement and Easement Deed and Consent to Common Use Agreement for the County's Burton Drive MP 2.0 Slip-out Repair Project (the "Project").

FISCAL IMPACT:
Under the Right of Way Agreement, the County will pay the CCSD $2,300 as compensation for the property interests being acquired for the Project. This amount is based upon an appraisal, as set forth in the attached Right of Way Appraisal Summary Statement.

BACKGROUND:
The San Luis Obispo County Public Works Department is planning to repair a soil slip-out that threatens a portion of Burton Drive. In order to proceed with the Project, they are seeking to purchase a Perpetual Drainage and Slope Easement over property owned by the CCSD (CCSD Pump Station B-1), as well as a Temporary Construction Easement. Email correspondence attached from Phil Acosta, County right of way agent, confirms that the pedestrian path is in the County's construction plans.

The County has prepared an appraisal and will pay the CCSD the amount of $2,300 for the property interests being acquired. This represents $1,093 for the Perpetual Drainage and Slope Easement and $1,200 for the Temporary Construction Easement.

In order to facilitate the Project, staff recommends that the Board approve execution of the attached Right of Way Agreement and Easement Deed and Consent to Common Use Agreement.

Attachments:
- Correspondence from Phil Acosta, San Luis Obispo County
- Summary Statement Relating to the Purchase of Real Property or an Interest Therein
- Right of Way Appraisal Summary Statement
- Right of Way Agreement
- Easement Deed and Consent to Common Use Agreement
- County Project Plans

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS: ___PIERSON ___ FARMER ___ RICE___ STEIDEL ___ HOWELL___

COUNTY OF SAN LUIS OBISPO
Department of Public Works
Colt Esenwein, P.E., *Director*

March 7, 2019

CERTIFIED MAIL
RETURN RECEIPT REQUSTED

Cambria Community Services District
Attn: Monique Madrid, Acting General Manager
PO Box 65
Cambria, CA 93428

Subject: Burton Drive PM 2.0 Slip-out Repair Project #245R12B438, Parcel 18-09, Cambria, APN 013-151-031

Dear Ms. Madrid:

On August 7, 2018, the County of San Luis Obispo, Department of Public Works (County) offered to purchase a Public Road and Slope Easement with right of ingress and egress and a Temporary Construction Easement over portions of Cambria Community Services District (CCSD) land located on Burton Drive between Rodeo Grounds Road and Village Lane, Cambria, for the Burton Drive PM 2.0 Slip-out Repair Project (Project). The County plans to repair a soil slip-out that threatens a portion of Burton Drive. The requested easement is necessary to accommodate the slope repair and reasonable access to the area. A temporary construction easement is also required for construction staging.

The ensuing discussions with CCSD personnel revealed the presence of a CCSD 10-inch waterline running through the proposed project area. The as-builts previously obtained from CCSD had not shown this waterline.

The County has now had an opportunity to pothole and positively locate the waterline. It has also been determined that our slope repair project will not conflict with the 10-inch waterline and other CCSD utility facilities on the property. We have incorporated 'consent to common use' language into the Easement Deed to appropriately identify and provide for future coordination of the shared area overlaying the waterline within the County's requested easement.

Enclosed are the following documents outlining the County's updated offer to purchase the necessary real property rights:

- Summary Statement relating to the Purchase of Real Property or an Interest Therein.
- Right of Way Appraisal Summary Statement.

- Right of Way Agreement, describing the terms of the transaction. **Please return the original with the appropriate signature(s).** A copy is enclosed for your file.

- Easement Deed and Consent to Common Use Agreement, with Legal Descriptions and Parcel Maps. **Please return the executed original with the appropriate signature(s) acknowledged by a Notary Public.** A copy is enclosed for your file.

I am available to meet with you in person, at your convenience, or to attend the appropriate CCSD Board meeting to discuss the proposed transaction and to review the enclosed documents. I am also available to serve as a Notary Public for signatures on the Deed.

If you have any further questions, please feel free to contact me at (805) 781-5290.

Sincerely,

PHIL ACOSTA, SRWA
Right of Way Agent

Enclosures

c: Rachel Naccarati, Project Manager

File: Burton Drive PM 2.0 Slip-out Repair Project, No. 245R12B438

L:\Design\2019\March\Cambria CSD Follow Up ltr.docx.PA.jr

Monique Madrid

From: Phil Acosta <pacosta@co.slo.ca.us>
Sent: Thursday, May 2, 2019 8:29 AM
To: Monique Madrid
Cc: Pamela Duffield; Steven Jones; Rachel Naccarati
Subject: Re: [EXT]Slip out repair documents to show the pedestrian pathway is being replaced
Attachments: Burton Drive MP 2.0 95% PLANS.pdf

Hello Monique,

The pedestrian path is, in fact, on the County's reconstruction plans.

Attached are the "95%" project plans. Plan-sheet two shows Note 5 describing the DG Pathway in the 'Typical Sections'. Plan-sheet three shows Note 17 describing the DG Pathway in the 'plan-view'. Our Project Engineer will be editing the thickness discrepancy between the two notations. We are told that the true thickness of the DG Pathway is to be 12 inches and the width is to be 6 feet.

We had hoped to have the plans re-edited prior to sending, but we are able to sufficiently respond to your Board member's concern with the current set of plans.

Please let me know if there are any additional concerns.

Phil Acosta
Right of Way Agent
Public Works, County of San Luis Obispo
Tel: (805) 781-5252 | *An APWA Accredited Agency*
Website | Twitter | Map

From: Monique Madrid <mmadrid@cambriacsd.org>
Sent: Tuesday, April 30, 2019 4:00:24 PM
To: Phil Acosta
Cc: Pamela Duffield
Subject: [EXT]Slip out repair documents to show the pedestrian pathway is being replaced

ATTENTION: This email originated from outside the County's network. Use caution when opening attachments or links.

Hi Phil,
We chatted last week about the project for the County. As you may recall, the CCSD has this on our May 9 agenda for board approval.
Please allow this email to be a gentle reminder that we are awaiting the plan documents which show the pedestrian pathway is going to be
Replaced during the project work.

I look forward to receiving the documents. We expect to publish the agenda packet on Thursday morning. It would be great if I could receive
The documents before the end of the day tomorrow please.
Thank you,
Monique

Monique Madrid, CMC

Assistant General Manager/Administrative Department Manager
Cambria Community Services District
p: (805) 927-6223
f: (805) 927-5584
a: 1316 Tamsen Street, Suite 201 Cambria, CA 93428
P.O. Box 65 Cambria, CA 93428
w: www.cambriacsd.org e: mmadrid@cambriacsd.org

COUNTY OF SAN LUIS OBISPO – DEPARTMENT OF PUBLIC WORKS

SUMMARY STATEMENT RELATING TO THE PURCHASE OF REAL PROPERTY OR AN INTEREST THEREIN

Burton Drive pm 2.0 Slip-out Repair Project
Project No. 245R12B438

Date: March 7, 2019
Parcel #18-09

The County of San Luis Obispo (the County) is proposing to repair a soil slip-out on Burton Drive at postmile 2.0 (between Rodeo Grounds Rd and Village Ln) in Cambria.

A portion of your property located on Burton Drive, Cambria is within the project area, and is also identified by the County Assessor as Parcel No. 013-151-031. An Easement Deed and Consent to Common Use Agreement, with right of ingress and egress, and a temporary construction easement are required over the described portions of property to provide the additional right of way necessary for reconstruction of the slope supporting the County road.

Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the County Real Property Acquisition Policy require that each owner from whom the County purchases real property or an interest therein or each tenant owning improvements on said property be provided with at a minimum, a summary of the valuation of the real property or interest therein, as well as the following information:

1. You are entitled to receive full payment prior to vacating or otherwise releasing the real property rights being purchased unless you have heretofore waived such entitlement. You are not required to pay recording fees, transfer taxes, or the pro rata portion of real property taxes which may be allocable to any period subsequent to the passage of title or possession.

2. The County will offer to purchase any remnant(s) created by the proposed acquisition and considered by the County to be an uneconomic unit(s) which is/are owned by you or, if applicable, occupied by you as a tenant and which is/are contiguous to the land being conveyed.

3. All buildings, structures, fences, and other improvements affixed to the land described in the referenced conveyance document (Deed) covering this transaction and owned by the grantor(s) herein or, if applicable, owned by you as a tenant, are being conveyed unless other disposition of these improvements has been made. The interests and improvements to be acquired are:

Parcel 18-09	
Easement Deed and Consent to Common Use Agreement	1,249 SF
Right of ingress and egress	
Temporary Construction Easement	3,920 SF

Improvements:

Approximately 55 lf 6' chain link & BW fence to be functionally reconstructed or replaced
Utility Facilities to be protected in place

Severance Damages: None

And as further described in the attached Right of Way Agreement, Easement Deed and Consent to Common Use Agreement, and related Exhibit(s).

4. The market value of the interest being purchased is based upon a valuation which is summarized on the attached Appraisal Summary Statement and such amount:

a. Represents the full amount of the appraisal of just compensation for the property rights to be purchased; and

b. Is not less than the approved appraisal of the fair market value of the property as improved; and

c. Disregards any decrease or increase in the fair market value of the interest in real property to be acquired prior to the date of valuation caused by the public improvement for which the property is to be acquired or by the likelihood that the property would be acquired for such public improvement, other than that due to physical deterioration within the reasonable control of the owner or occupant; and

d. Does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits which the owner is entitled to receive under an agreement with the County.

5. Pursuant to Code of Civil Procedure Section 1263.025 should you elect to obtain an independent appraisal, the Department will pay for the actual reasonable costs up to five thousand dollars ($5,000) subject to the following conditions:

a. You, not the County, must order the appraisal. Should you enter into a contract with the selected appraiser, the Department will not be a party to the contract;

b. The selected appraiser is licensed with the Office of Real Estate Appraisers (OREA);

c. Appraisal cost reimbursement requests must be made in writing, and submitted to the County at: Public Works Department, County Government Center, Room 207, San Luis Obispo, CA 93408 within ninety (90) days of the earliest of the following dates: (1) the date the selected appraiser requests payment from you for the appraisal; or, (2) the date upon which you, or someone on your behalf, remitted full payment to the selected appraiser for the appraisal. Copies of the contract (if a contract was made), appraisal report, and the invoice for the completed work by the appraiser must be provided to the County concurrent with submission of the Appraisal Cost Reimbursement Agreement. The costs must be reasonable and justifiable.

6. The owner of a business conducted on a property to be acquired, or conducted on the remaining property which will be affected by the purchase of the required temporary interest in property, may be entitled to compensation for the loss of goodwill. Entitlement is contingent upon the ability of said business to prove such loss in accordance with the provisions of Sections 1263.510 and 1263.520 of the Code of Civil Procedure.

7. If you ultimately elect to reject the County's offer for your property, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.

8. You are entitled to receive all benefits that are available through voluntary donation to the County of all or part of your interest in the real property sought to be acquired by the County.

9. All activities related to this project are to be conducted in accordance with Title VI of the 1964 Civil Rights Act and related statutes summarized as follows: "No person in the United States shall, on the ground of race, color, or national origin, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." A Title VI Complaint Form and a Title VI Survey Form have been provided with the Notice of Decision to Inspect Letter that was previously mailed to you.

COUNTY OF SAN LUIS OBISPO – DEPARTMENT OF PUBLIC WORKS

RIGHT OF WAY APPRAISAL SUMMARY STATEMENT

Burton Drive pm 2.0 Slip-out Repair Project
Project No. 245R12B438

Date: August 7, 2018
Parcel #18-09

1. Name of owner: Cambria Community Services District, a public agency

2. Property interests to be acquired: Easement Deed and Consent to Common Use Agreement with right of ingress and egress, and Temporary Construction Easement. Enclosed herewith are the proposed Right of Way Agreement, and Easement Deed and Consent to Common Use Agreement, more particularly describing the property interests, the location, and the terms of the transaction.

3. Total Value of the property interests to be acquired: (Rounded) $2,300.00

   a) Title Interest, Area, and Value of land to be acquired:

Parcel 18-09	
Public Road and Slope Easement – 1,249 sf x $1.75/sf x 50% of fee	$1,093.00
Right of ingress and egress	Nominal
Temporary Construction Easement – 0.09 ac (3,920 sf) @ $100/month x 12 months	$1,200.00

   b) Value of improvements in acquisition area:
   Approximately 55 lf 6' chain link fence & 6' x 8' gates with BW to be functionally reconstructed

   c) Severance damage to remainder due to proposed acquisition & construction: None

   d) Amount of benefits: None

4. JUST COMPENSATION FOR ACQUISITION: as described above: (Rounded) $2,300.00

BASIS OF APPRAISAL - Basic Property Data:

Date of Value: January 11, 2019
Applicable zoning: CS– Commercial Service
Highest and Best Use: Commercial Service

1. The market approach is based upon the consideration of comparable land sales for valuation of the described real property.

2. The cost approach is based in part on a replacement cost new of improvements less depreciation and has been found to be inapplicable to this valuation.

3. The income approach is based on a consideration of net operating income and market based capitalization rates, and is not applicable.

This Appraisal Summary Statement is presented in compliance with Federal and State law and is derived from an appraisal prepared by Public Works Staff.

copy

Right-of-Way: Burton Drive pm 2.0 Slip-Out Repair Project
245R12B438; Parcel No. 18-09 (form revised 8-2017)

THIS RIGHT OF WAY AGREEMENT (Agreement) is entered into this ____ day of _____, 2019, by and between Cambria Community Services District, a public agency, hereinafter referred to as GRANTOR and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

The GRANTOR and the COUNTY hereby agree as follows:

WITNESSETH:

WHEREAS, COUNTY needs to obtain certain property interests from GRANTOR for the Burton Drive pm 2.0 Slip-Out Repair Project 245R12B438 ("Project"); and

WHEREAS, GRANTOR has executed an easement deed and consent to common use agreement in the form of Easement Deed and Consent to Common Use Agreement No. 18-09 ("Easement Deed") attached hereto as Exhibit 1 covering the property particularly described therein (hereafter, "Permanent Easement"), and has delivered Easement Deed to the COUNTY'S Right of Way Agent for recording pursuant to the terms of this Agreement; and

WHEREAS, Permanent Easement is part of a larger parcel owned by GRANTOR, otherwise identified by COUNTY Assessor as APN 013-151-031 - or further described as 'CCSD Pump Station B-1' in the Quitclaim Deed from the County of San Luis Obispo to the Cambria Community Services District, Document No. 1995013283, Recorded March 30, 1995 in official County Records ("hereafter the "Subject Property"); and

WHEREAS, COUNTY needs said property described in Easement Deed for a public use for which COUNTY has the authority to exercise the power of eminent domain. Both GRANTOR and COUNTY recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises and agreements herein set forth, it is mutually agreed by and between GRANTOR and COUNTY as follows:

1. The parties have herein set forth the whole of their agreement. The consideration set forth herein constitutes the entire consideration for the granting of the Easement Deed, and for the COUNTY'S use of the Subject Property pursuant to the terms of the Easement Deed. The performance of this Agreement relieves the COUNTY of any and all further obligation or claims relating to any uses of the Subject Property allowed by the Easement Deed, including those relating to the construction, maintenance, repair or operation of the proposed public improvement Project.

2. The COUNTY shall:

   a. Pay the undersigned GRANTOR the sum of $2,300.00 for the interests conveyed by

this Agreement and by Easement Deed when title to said Easement Deed vests in the COUNTY free and clear of all liens, encumbrances, assessments, easements, leases (recorded and/or unrecorded), and all taxes, except:

1. Taxes for the fiscal year in which this Agreement is entered which shall be cleared and paid in the manner specified under Article 5 (commencing with Section 5081) of Chapter 4 of Part 9 of Division 1 of the Revenue and Taxation Code, if unpaid at time Agreement is entered.

2. Easements or rights of way over said land for public, public utility or quasi-public utility purposes, if any.

b. Pay any escrow and recording fees incurred in this transaction, and if title insurance is desired by the COUNTY, the premium charged therefor.

c. Have the authority to deduct and pay from the amount shown in Paragraph 2 (a) above, any amount necessary to satisfy any delinquent taxes due in any fiscal year except the fiscal year in which this escrow closes, together with penalties and interest thereon, and/or delinquent or non-delinquent assessments or bonds except those which title is to be taken subject to, in accordance with the terms of this agreement.

3. GRANTOR hereby warrants and represents that the GRANTOR has no reason to believe that any hazardous waste, extremely hazardous waste, or hazardous substance (as those terms are defined in sections 25117, 25115, and 25316 of the California Health and Safety Code) has come to be located on, beneath or within any of the real property covered by the above referenced Easement Deed or this Agreement. If GRANTOR ever becomes aware of the presence of any hazardous waste, extremely hazardous waste, or hazardous substance on, beneath or within these areas, GRANTOR shall immediately so advise COUNTY.

4. GRANTOR hereby warrants and represents that (1) GRANTOR has sufficient title in the Subject Property to fully convey to COUNTY all of the property rights and interests described in the Easement Deed, subject to any mortgage, loan, required consent or other superior interest, and (2) that GRANTOR'S title in the Subject Property shall not be compromised or transferred by any voluntary or involuntary transfer of any property interest, or the voluntary or involuntary creation of any lien, in the Subject Property to someone other than the COUNTY prior to close of escrow.

5. A Temporary Construction Easement (TCE) is hereby granted to COUNTY and its contractors to enter upon the Subject Property where necessary within that certain area depicted on the map marked Exhibit 2, attached hereto and made a part hereof, for the purpose of construction and construction support activities related to Project including, but not limited to the stockpiling of materials, soil, and equipment. This TCE shall commence on the date of this Agreement and shall terminate upon completion of Project or after two (2) years from the date of commencement, whichever shall occur first. It is understood by the parties that COUNTY anticipates an active Project construction period of approximately six (6) months during the term of this TCE and COUNTY'S Project Manager shall provide GRANTOR with thirty (30) days written notice of commencement of such active Project construction period via U.S. Mail. The amount shown in clause 2.a. herein includes, but is not limited to, full payment for said TCE, including severance

damages, if any. Upon completion of Project construction, the TCE area shall be generally restored to the condition that existed prior to construction, to the extent reasonably practical. While using this TCE, COUNTY shall protect in place the GRANTOR's facilities noted on Exhibit 2.

6. At no expense to GRANTOR, and at the time of roadway construction, the COUNTY or its authorized independent contractor will, from approximately 39' left of engineer's station 1+67.5 to approximately 65' left of engineer's station 2+10 as further depicted on Exhibit 2 attached hereto; 1. Reconstruct or replace, in-kind, project impacted fence and gates.

7. Permission is hereby granted to COUNTY, or its authorized independent contractor, to enter upon the Subject Property, where necessary, for purposes of constructing or re-constructing the fencing improvements as described in Section 6.

8. GRANTOR further understands and agrees that upon completion of the work described in Section 6 above that any such fencing improvements constructed or re-constructed by COUNTY for the benefit of GRANTOR and located upon GRANTOR'S land shall be considered as the sole property of the GRANTOR; the maintenance and repair of said property to be that of the GRANTOR.

9. All work done under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by COUNTY in connection with the Project, shall be left in as good condition as found at the commencement of the Project.

IN WITNESS WHEREOF, GRANTOR and COUNTY have executed this Agreement the day and year first above written. (As used above the term GRANTOR shall include the plural as well as the singular number as the case may be.)

GRANTOR: Cambria Community Services District, a public agency

By: _____
Monique Madrid, (Acting) General Manager

By: _____
Amanda Rice, Board President

Date: _____

Date: _____

COUNTY OF SAN LUIS OBISPO

_____ Dated: _____, 20___

COLT ESENWEIN, P.E.
Director of Public Works
(per B.O.S. Resolution No. 2019-042)

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: _____
Deputy County Counsel

G:\RightOfWay\PWA\z Burton Drive Slope Repair\Cambria CSD RW Agreement_pf1Comments.doc

RECORDING REQUESTED BY:
Public Works Department
County of San Luis Obispo
County Government Center, Room 207
San Luis Obispo, CA 93408

WHEN RECORDED RETURN TO:
County Clerk
County of San Luis Obispo
1055 Monterey St, Room D120
San Luis Obispo, CA 93408

APN: ptn 013-151-031 [San Luis Obispo County]

No recording fee per Government Code § 6103
No Documentary Transfer Tax per Rev. and Taxation Code § 11922

EASEMENT DEED AND CONSENT TO COMMON USE AGREEMENT (No. 18-09)

Burton Dr., Cambria, CA	245R12B438	Burton Drive PM 2.0 Slipout Project
LOCATION	PROJECT#	PROJECT NAME

This EASEMENT DEED AND CONSENT TO COMMON USE AGREEMENT (hereinafter "DEED"), entered into this ____ day of _____, 20____, by and between Cambria Community Services District, a public agency, hereinafter called "GRANTOR", and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, its successors and assigns, hereinafter called "COUNTY."

WITNESSETH

WHEREAS, GRANTOR is the owner of certain real property located on Burton Drive, Cambria, California, and known as Assessor's Parcel Number 013-151-031, more specifically described as 'CCSD Pump Station B-1' in the Quitclaim Deed from the County of San Luis Obispo to the Cambria Community Services District, recorded March 30, 1995 as Document Number 1995013283 in Official Records of San Luis Obispo County hereinafter referred to as "GRANTOR'S Property"; and

WHEREAS, GRANTOR is also the owner of that certain ten-inch (10") diameter distribution waterline located on GRANTOR'S Property, hereinafter called GRANTOR'S Waterline; and

WHEREAS, COUNTY requires a perpetual drainage and slope easement over GRANTOR'S Property (hereinafter COUNTY Easement Area) for the construction of drainage and slope improvements related to the Burton Drive PM 2.0 Slipout Project No. 245R12B438 (hereinafter COUNTY'S Project); and

WHEREAS, COUNTY and GRANTOR also require a consent to common use agreement over the shared portion of GRANTOR'S Waterline, and COUNTY Easement Area.

CONVEYANCE OF DEED

NOW, THEREFORE, for a Valuable Consideration, receipt of which is hereby acknowledged, GRANTOR hereby GRANTS to the COUNTY the following interests:

Perpetual Drainage and Slope Easement: A perpetual easement for drainage and slope purposes including, but not limited to, the right to construct and install, and thereafter use, maintain, repair, and replace drainage structures and appurtenances, excavation slopes, and embankment slopes, public utility facilities, and the right to discharge and direct drainage, surface, flood and storm waters therefrom upon, over and across that certain real property situate in the County of San Luis Obispo, State of California, described as follows (hereafter, "COUNTY Easement Area"): see EXHIBIT "A", attached hereto and made a part hereof.

The GRANTOR hereby further grants to COUNTY all trees, plants and growths (growing or that may hereafter grow) within said COUNTY Easement Area together with the right to alter, trim, remove or use the same in such manner and at such locations as COUNTY may deem proper, needful or necessary, in the construction, reconstruction, improvement or maintenance of the described drainage and slope uses.

The easement granted herein includes the right to plant and maintain grass, plants, trees or shrubs within the COUNTY Easement Area for soil erosion purposes and for protection of the lateral support for the adjoining County road. Additionally, GRANTOR does hereby further grant to COUNTY, its successors and assigns, the right of reasonable ingress and egress to, from, along, over and across GRANTOR'S Property to get to the described easement.

The consideration acknowledged above also constitutes payment in full for any and all damages to GRANTOR'S Property (and any other property of GRANTOR that is contiguous to the COUNTY Easement Area) by reason of the construction, reconstruction, operation, repair and maintenance of said improvements referred to herein. The GRANTOR, for the GRANTOR and the GRANTOR'S successors and assigns, hereby waives any claim for any and all damages to GRANTOR'S Property (and any other property of GRANTOR that is contiguous to the COUNTY Easement Area) by reason of the location, construction, landscaping, maintenance or operation of the public improvements constructed in the COUNTY Easement Area.

CONSENT TO COMMON USE AGREEMENT

The portion of the COUNTY Easement Area that overlaps a portion of GRANTOR'S Waterline is hereinafter referred to as "Area of Common Use" and is described and depicted in EXHIBIT "B" attached hereto. In the event of any conflict between the GRANTOR'S Waterline and the County's easement rights under this Deed, the COUNTY acknowledges the priority of GRANTOR'S Waterline rights over COUNTY's easement rights hereunder.

GRANTOR has and reserves the right and easement to use, in common with the public's use of said County drainage and slope facilities, said Area of Common Use for all of the purposes for which such areas were acquired, without need for any further permit or permission from COUNTY. Except in emergencies, GRANTOR shall give reasonable notice to COUNTY before performing any work on GRANTOR'S facilities in said Area of Common Use where such work will be performed in, on or over the County drainage and slope facilities. In all cases, GRANTOR shall make adequate provision for the protection of the traveling public.

In the event that the future use of said County drainage and slope facilities shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of GRANTOR'S Waterline then existing in said Area of Common Use, COUNTY shall notify GRANTOR in writing of such necessity and agree to reimburse GRANTOR on demand for its costs incurred in complying with such notice. GRANTOR will provide COUNTY with plans of its proposed rearrangement and an estimate of the cost thereof and, upon approval of such plans by COUNTY, GRANTOR will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. GRANTOR shall make adequate provisions for the protection of the traveling public. No further permit or permission from COUNTY for such rearrangement shall be required and if such rearrangement shall require

the relocation of any of GRANTOR'S Waterline outside of said Area of Common Use, but within the COUNTY Easement Area, COUNTY will cooperate with GRANTOR to reasonably amend this Consent To Common Use Agreement to cover the new location of GRANTOR'S Waterline and eliminate any superseded portion of GRANTOR'S Waterline within COUNTY Easement Area.

Both COUNTY and GRANTOR shall use said Area of Common Use in such a manner as not to interfere unreasonably with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which GRANTOR or COUNTY may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either COUNTY or GRANTOR in such a manner as to cause an unreasonable interference with the use of said Area of Common Use by the other party.

The provisions hereof shall inure to the benefit of the COUNTY, its successors and assigns, and shall bind the heirs, executors, administrators, assigns and successors in interest of the respective parties hereto, and all covenants shall apply to and run with the above described property.

GRANTOR: Cambria Community Services District, a public agency

By: _____
Monique Madrid, (Acting) General Manager

By: _____
Amanda Rice, Board President

Date: _____

Date: _____

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)
) ss.
COUNTY OF _____)

On _____, 2019, before me, _____, a notary public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names() 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

This is to certify that the **COUNTY OF SAN LUIS OBISPO**, grantee herein, hereby accepts for public purposes the real property, or interest therein, described in the foregoing Easement Deed And Consent To Common Use Agreement dated _____, 2019, from Cambria Community Services District, a public agency, Grantor herein, and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this ___ day of _____, 2019.

COUNTY OF SAN LUIS OBISPO

_____

COLT ESENWEIN, P.E.
Director of Public Works
(per B.O.S. Resolution No. 2019-042)

APPROVED AS TO FORM AND LEGAL EFFECT:
RITA L. NEAL
County Counsel

By: _____
Deputy County Counsel

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 _____)

On _____, 2019 before me, _____, a Notary Public
(insert name and title of the officer)

personally appeared _____, who 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 A (page 1 of 2))

LEGAL DESCRIPTION

BEING A PORTION OF THE PROPERTY DESCRIBED IN DOCUMENT NO. 4948, IN THE TOWN OF CAMBRIA, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO THE DOCUMENT RECORDED FEBRUARY 10, 1976 IN BOOK 1878 OF OFFICIAL RECORDS AT PAGE 74 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICURALY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF PARCEL 4, ACCORDING TO THE MAP RECORDED, MAY 29, 1967 IN BOOK 2 OF PARCEL MAPS AT PAGE 7, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY OF BURTON DRIVE;

THENCE, ALONG SAID NORTHERLY RIGHT OF WAY, SOUTH 83°02'51" WEST 87.39 FEET;

THENCE, CONTINUING ALONG SAID RIGHT OF WAY, NORTH 50°13'09" WEST 154.15 FEET;

THENCE, CONTINUING ALONG SAID RIGHT OF WAY, NORTH 71°59'09" WEST 91.95 FEET TO THE SOUTHEASTERLY CORNER OF THAT PROPERTY DESCRIBED IN THE DOCUMENT RECORDED FEBRUARY 10, 1976 IN BOOK 1878 OF OFFICIAL RECORDS AT PAGE 74, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE, LEAVING SAID RIGHT OF WAY, ALONG THE EASTERLY LINE OF SAID DOCUMENT, NORTH 05°52'05" WEST 29.58 FEET;

THENCE, LEAVING SAID EASTERLY LINE, NORTH 55°54'47" WEST 1.31 FEET;

THENCE, SOUTH 88°32'32" WEST 55.88 FEET;

THENCE, SOUTH 69°24'18" WEST 21.95 FEET TO A POINT ON SAID NORTHERLY RIGHT OF WAY OF BURTON DRIVE;

THENCE, ALONG SAID RIGHT OF WAY, SOUTH 82°19'09" EAST 27.37 FEET;

THENCE, CONTINUING ALONG SAID RIGHT OF WAY, SOUTH 71°59'09" EAST 56.14 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 1249.0± SQUARE FEET.

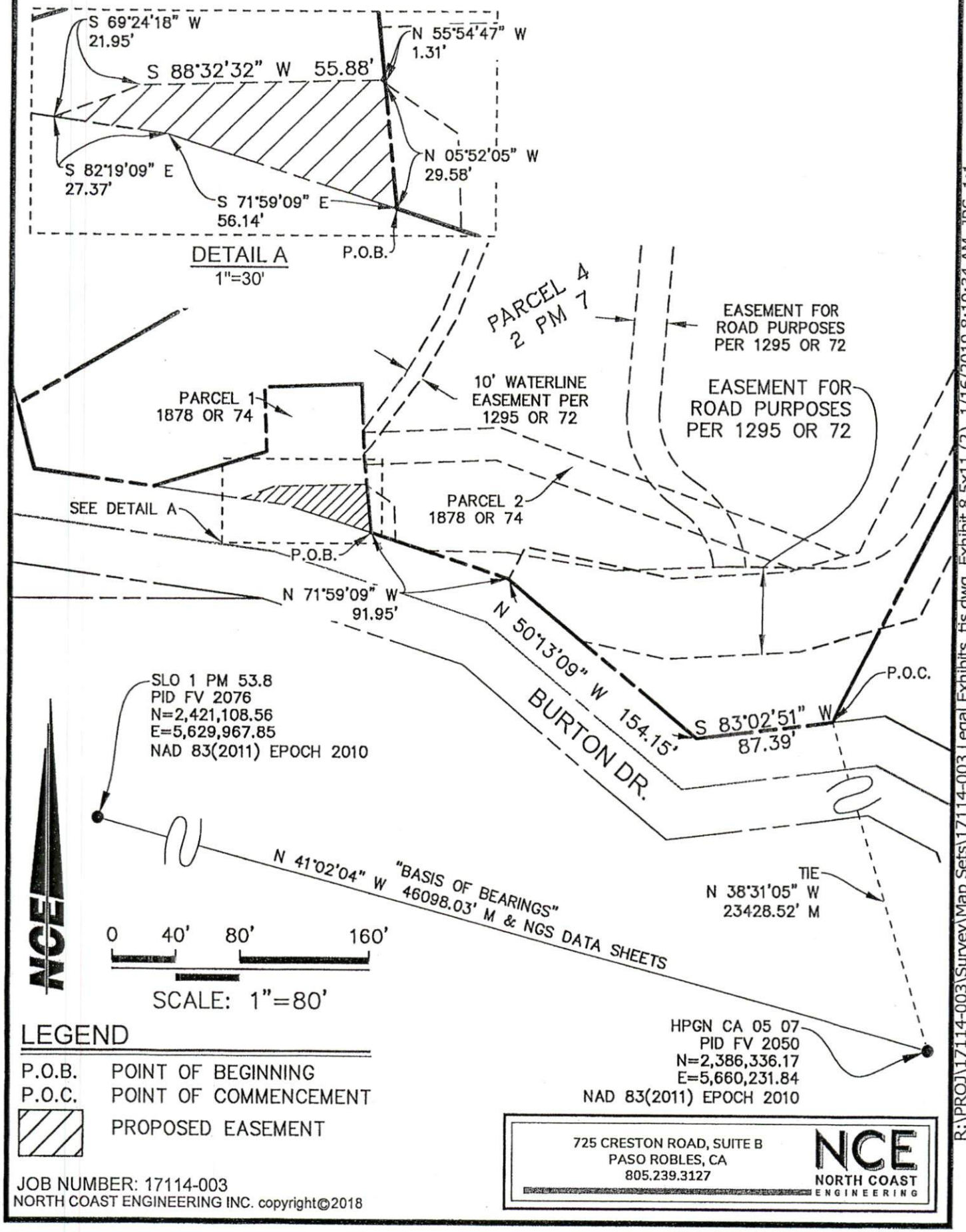
SEE ATTACHED EXHIBIT MADE A PART HEREOF.

6/28/18

JOHN R. SANDERS, PLS 5812 DATE

EXHIBIT 1 (page 6 of 8)

(EXHIBIT A (page 2 of 2))



LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
	PROPOSED EASEMENT

JOB NUMBER: 17114-003

NORTH COAST ENGINEERING INC. copyright©2018

725 CRESTON ROAD, SUITE B
PASO ROBLES, CA
805.239.3127
NCE NORTH COAST ENGINEERING

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(EXHIBIT B (page 1 of 2))

LEGAL DESCRIPTION

BEING A PORTION OF THE PROPERTY DESCRIBED IN DOCUMENT NO. 4948, IN THE TOWN OF CAMBRIA, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO THE DOCUMENT RECORDED FEBRUARY 10, 1976 IN BOOK 1878 OF OFFICIAL RECORDS AT PAGE 74 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICURALY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF PARCEL 4, ACCORDING TO THE MAP RECORDED, MAY 29, 1967 IN BOOK 2 OF PARCEL MAPS AT PAGE 7, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY OF BURTON DRIVE;

THENCE, ALONG SAID NORTHERLY RIGHT OF WAY, SOUTH 83°02'51" WEST 87.39 FEET;

THENCE, CONTINUING ALONG SAID RIGHT OF WAY, NORTH 50°13'09" WEST 154.15 FEET;

THENCE, CONTINUING ALONG SAID RIGHT OF WAY, NORTH 71°59'09" WEST 91.95 FEET TO THE SOUTHEASTERLY CORNER OF THAT PROPERTY DESCRIBED IN THE DOCUMENT RECORDED FEBRUARY 10, 1976 IN BOOK 1878 OF OFFICIAL RECORDS AT PAGE 74;

THENCE, LEAVING SAID RIGHT OF WAY, ALONG THE EASTERLY LINE OF SAID DOCUMENT, NORTH 05°52'05" WEST 29.58 FEET;

THENCE, LEAVING SAID EASTERLY LINE, NORTH 55°54'47" WEST 1.31 FEET;

THENCE, SOUTH 88°32'32" WEST 55.88 FEET TO THE POINT BEING THE **POINT OF BEGINNING**;;

THENCE, SOUTH 69°24'18" WEST 21.95 FEET TO A POINT ON SAID NORTHERLY RIGHT OF WAY OF BURTON DRIVE;

THENCE, ALONG SAID RIGHT OF WAY, SOUTH 82°19'09" EAST 12.13 FEET;

THENCE, LEAVING SAID RIGHT OF WAY, NORTH 42°23'02" EAST 12.65 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 63.05± SQUARE FEET.

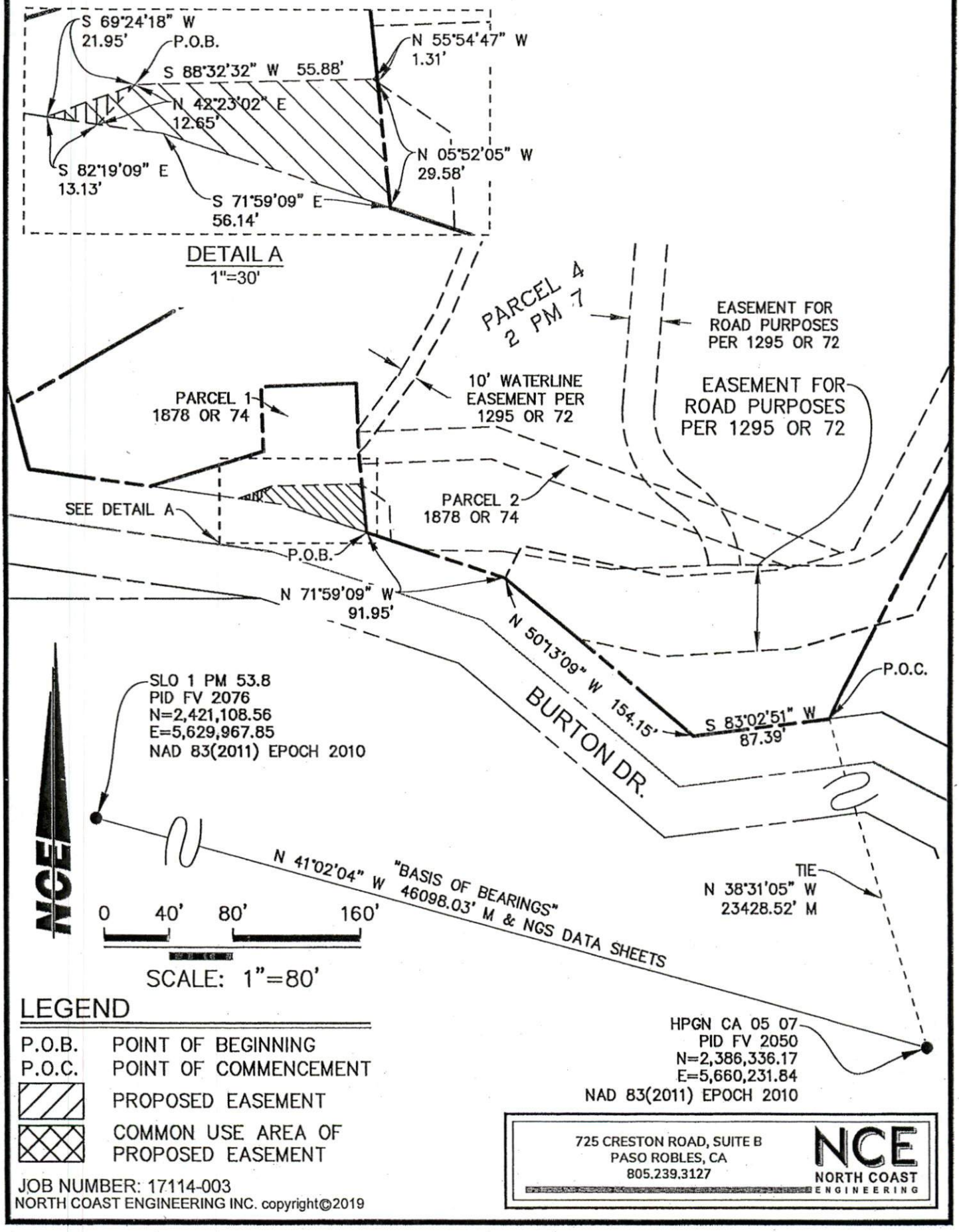
SEE ATTACHED EXHIBIT MADE A PART HEREOF.

John R. Sanders 2/14/19

JOHN R. SANDERS, PLS 5812 DATE

EXHIBIT 1 (page 8 of 8)

(EXHIBIT B (page 2 of 2))



LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
	PROPOSED EASEMENT
	COMMON USE AREA OF PROPOSED EASEMENT

JOB NUMBER: 17114-003

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725 CRESTON ROAD, SUITE B
PASO ROBLES, CA
805.239.3127
NCE NORTH COAST ENGINEERING

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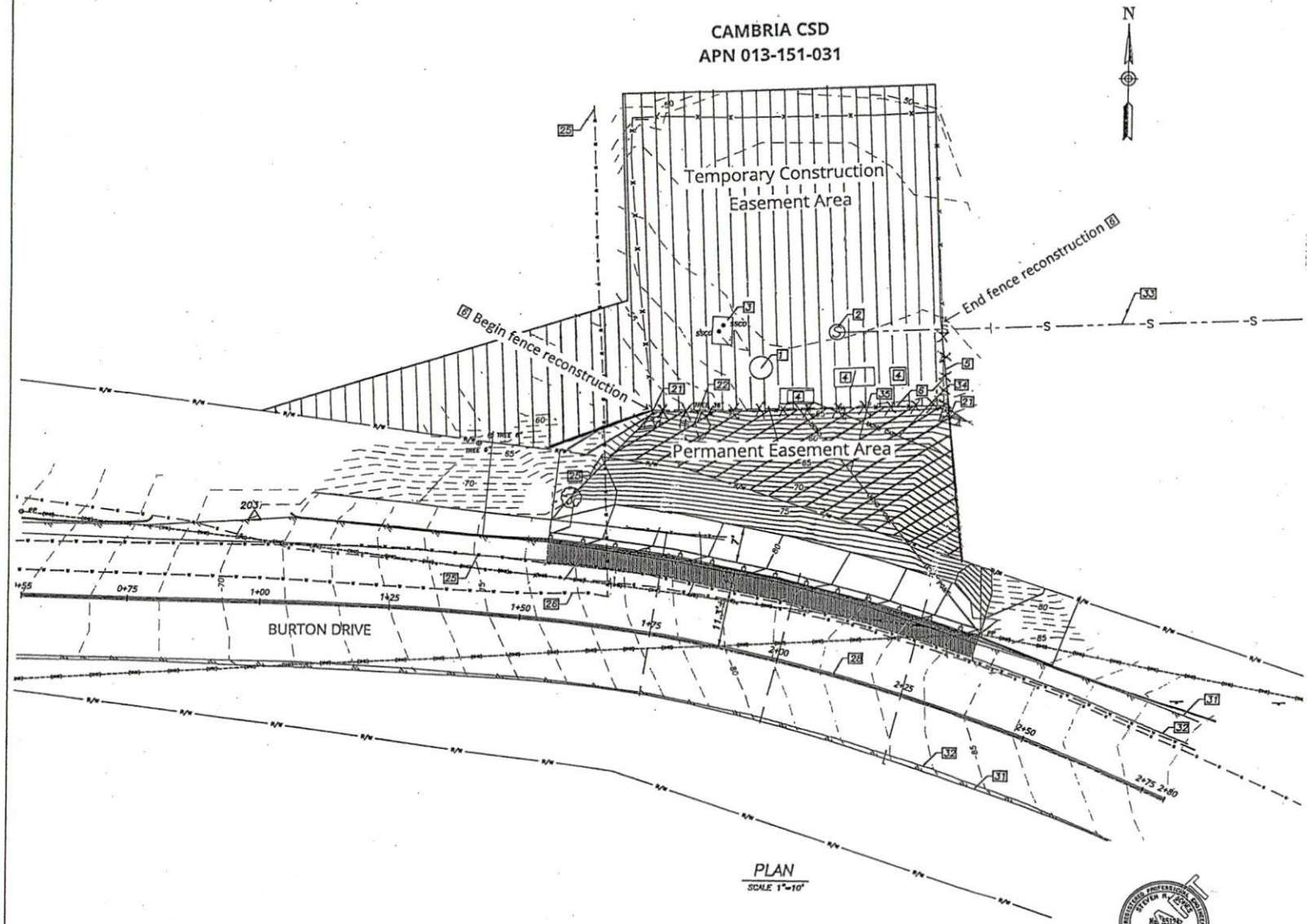
EXHIBIT 2

ROAD NO.	JOB NO.	SHEET NO.	TOTAL SHEETS
5092	245r12b438	3	3

CAMBRIA CSD
APN 013-151-031



NOTES

1. EXISTING CCSD SEWER PUMP LIFT STATION (PROTECT IN PLACE)
2. EXISTING SEWER MANHOLE (PROTECT IN PLACE)
3. EXISTING SEWER CLEANOUT (PROTECT IN PLACE)
4. EXISTING PAD MOUNTED ELECTRICAL METER AND COMMUNICATIONS BOX FOR LIFT STATION (PROTECT IN PLACE)
5. PROPERTY LINE
6. EXISTING CHAIN LINK FENCE AND GATE TO BE REMOVED AND RESET

X—X 6' chain link fence and gates with three strand barbed wire extension

21. 4" SUBDRAIN OUTLET, PLACE 4' FOOT X 4' FOOT NO. 2 BACKING (8" INCH DIAMETER ROCK)
22. EXISTING PINE TREE STUMP TO BE REMOVED
25. EXISITING 10" INCH WATER MAIN
26. EXISTING 8" INCH WATER MAIN
28. ALIGNMENT CENTERLINE AND CENTERLINE STRIPE BURTON DRIVE
31. EDGE OF PAVEMENT
32. EDGE OF TRAVELED WAY AND FOG LINE
33. EXISTING 10" SEWER MAIN
34. EXISTING COMMUNICATIONS CABLE SERVING LIFT STATION. CABLE IS OVERHEAD CONNECTED TO POLE GUY ANCHOR AND UNDERGROUND TO LIFT STATION.
35. EXISTING UNDERGROUND ELECTRICAL SERVING LIFT STATION METER. WIRE TO BE REMOVED AND RE ROUTED BY OTHERS.

0 1 2 3
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

BURTON DRIVE MILEPOST 2.0
EXHIBIT 2
CAMBRIA, CA

Designer	Date	Drawn By	Date	Project Manager	Date
S JONES	4-23-18	S JONES	4-23-18	DON SPAGNOLO	4-23-18

copy

RECORDING REQUESTED BY:
Public Works Department
County of San Luis Obispo
County Government Center, Room 207
San Luis Obispo, CA 93408

WHEN RECORDED RETURN TO:
County Clerk
County of San Luis Obispo
1055 Monterey St, Room D120
San Luis Obispo, CA 93408

APN: ptn 013-151-031 [San Luis Obispo County]

No recording fee per Government Code § 6103
No Documentary Transfer Tax per Rev. and Taxation Code § 11922

EASEMENT DEED AND CONSENT TO COMMON USE AGREEMENT (No. 18-09)

Burton Dr., Cambria, CA	245R12B438	Burton Drive PM 2.0 Slipout Project
LOCATION	PROJECT#	PROJECT NAME

This EASEMENT DEED AND CONSENT TO COMMON USE AGREEMENT (hereinafter "DEED"), entered into this _____ day of _____, 20____, by and between Cambria Community Services District, a public agency, hereinafter called "GRANTOR", and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, its successors and assigns, hereinafter called "COUNTY."

WITNESSETH

WHEREAS, GRANTOR is the owner of certain real property located on Burton Drive, Cambria, California, and known as Assessor's Parcel Number 013-151-031, more specifically described as 'CCSD Pump Station B-1' in the Quitclaim Deed from the County of San Luis Obispo to the Cambria Community Services District, recorded March 30, 1995 as Document Number 1995013283 in Official Records of San Luis Obispo County hereinafter referred to as "GRANTOR'S Property"; and

WHEREAS, GRANTOR is also the owner of that certain ten-inch (10") diameter distribution waterline located on GRANTOR'S Property, hereinafter called GRANTOR'S Waterline; and

WHEREAS, COUNTY requires a perpetual drainage and slope easement over GRANTOR'S Property (hereinafter COUNTY Easement Area) for the construction of drainage and slope improvements related to the Burton Drive PM 2.0 Slipout Project No. 245R12B438 (hereinafter COUNTY'S Project); and

WHEREAS, COUNTY and GRANTOR also require a consent to common use agreement over the shared portion of GRANTOR'S Waterline, and COUNTY Easement Area.

CONVEYANCE OF DEED

NOW, THEREFORE, for a Valuable Consideration, receipt of which is hereby acknowledged, GRANTOR hereby GRANTS to the COUNTY the following interests:

Perpetual Drainage and Slope Easement: A perpetual easement for drainage and slope purposes including, but not limited to, the right to construct and install, and thereafter use, maintain, repair, and replace drainage structures and appurtenances, excavation slopes, and embankment slopes, public utility facilities, and the right to discharge and direct drainage, surface, flood and storm waters therefrom upon, over and across that certain real property situate in the County of San Luis Obispo, State of California, described as follows (hereafter, "COUNTY Easement Area"): see EXHIBIT "A", attached hereto and made a part hereof.

The GRANTOR hereby further grants to COUNTY all trees, plants and growths (growing or that may hereafter grow) within said COUNTY Easement Area together with the right to alter, trim, remove or use the same in such manner and at such locations as COUNTY may deem proper, needful or necessary, in the construction, reconstruction, improvement or maintenance of the described drainage and slope uses.

The easement granted herein includes the right to plant and maintain grass, plants, trees or shrubs within the COUNTY Easement Area for soil erosion purposes and for protection of the lateral support for the adjoining County road. Additionally, GRANTOR does hereby further grant to COUNTY, its successors and assigns, the right of reasonable ingress and egress to, from, along, over and across GRANTOR'S Property to get to the described easement.

The consideration acknowledged above also constitutes payment in full for any and all damages to GRANTOR'S Property (and any other property of GRANTOR that is contiguous to the COUNTY Easement Area) by reason of the construction, reconstruction, operation, repair and maintenance of said improvements referred to herein. The GRANTOR, for the GRANTOR and the GRANTOR'S successors and assigns, hereby waives any claim for any and all damages to GRANTOR'S Property (and any other property of GRANTOR that is contiguous to the COUNTY Easement Area) by reason of the location, construction, landscaping, maintenance or operation of the public improvements constructed in the COUNTY Easement Area.

CONSENT TO COMMON USE AGREEMENT

The portion of the COUNTY Easement Area that overlaps a portion of GRANTOR'S Waterline is hereinafter referred to as "Area of Common Use" and is described and depicted in EXHIBIT "B" attached hereto. In the event of any conflict between the GRANTOR'S Waterline and the County's easement rights under this Deed, the COUNTY acknowledges the priority of GRANTOR'S Waterline rights over COUNTY's easement rights hereunder.

GRANTOR has and reserves the right and easement to use, in common with the public's use of said County drainage and slope facilities, said Area of Common Use for all of the purposes for which such areas were acquired, without need for any further permit or permission from COUNTY. Except in emergencies, GRANTOR shall give reasonable notice to COUNTY before performing any work on GRANTOR'S facilities in said Area of Common Use where such work will be performed in, on or over the County drainage and slope facilities. In all cases, GRANTOR shall make adequate provision for the protection of the traveling public.

In the event that the future use of said County drainage and slope facilities shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of GRANTOR'S Waterline then existing in said Area of Common Use, COUNTY shall notify GRANTOR in writing of such necessity and agree to reimburse GRANTOR on demand for its costs incurred in complying with such notice. GRANTOR will provide COUNTY with plans of its proposed rearrangement and an estimate of the cost thereof and, upon approval of such plans by COUNTY, GRANTOR will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. GRANTOR shall make adequate provisions for the protection of the traveling public. No further permit or permission from COUNTY for such rearrangement shall be required and if such rearrangement shall require

the relocation of any of GRANTOR'S Waterline outside of said Area of Common Use, but within the COUNTY Easement Area, COUNTY will cooperate with GRANTOR to reasonably amend this Consent To Common Use Agreement to cover the new location of GRANTOR'S Waterline and eliminate any superseded portion of GRANTOR'S Waterline within COUNTY Easement Area.

Both COUNTY and GRANTOR shall use said Area of Common Use in such a manner as not to interfere unreasonably with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which GRANTOR or COUNTY may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either COUNTY or GRANTOR in such a manner as to cause an unreasonable interference with the use of said Area of Common Use by the other party.

The provisions hereof shall inure to the benefit of the COUNTY, its successors and assigns, and shall bind the heirs, executors, administrators, assigns and successors in interest of the respective parties hereto, and all covenants shall apply to and run with the above described property.

GRANTOR: Cambria Community Services District, a public agency

By: _____
Monique Madrid, (Acting) General Manager

By: _____
Amanda Rice, Board President

Date: _____

Date: _____

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)
) ss.
COUNTY OF _____)

On _____, 2019, before me, _____, a notary public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names() 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

This is to certify that the **COUNTY OF SAN LUIS OBISPO**, grantee herein, hereby accepts for public purposes the real property, or interest therein, described in the foregoing Easement Deed And Consent To Common Use Agreement dated _____, 2019, from Cambria Community Services District, a public agency, Grantor herein, and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this ___ day of _____, 2019.

COUNTY OF SAN LUIS OBISPO

_____

COLT ESENWEIN, P.E.
Director of Public Works
(per B.O.S. Resolution No. 2019-042)

APPROVED AS TO FORM AND LEGAL EFFECT:
RITA L. NEAL
County Counsel

By: _____
Deputy County Counsel

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 _____)

On _____, 2019 before me, _____, a Notary Public
(insert name and title of the officer)

personally appeared _____, who 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)

G:\RightOfWay\PWA\z Burton Drive Slope Repair\CCSD Deed and CCUA_pjf1 (1)Comments.docx

EXHIBIT A (page 1 of 2)

LEGAL DESCRIPTION

BEING A PORTION OF THE PROPERTY DESCRIBED IN DOCUMENT NO. 4948, IN THE TOWN OF CAMBRIA, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO THE DOCUMENT RECORDED FEBRUARY 10, 1976 IN BOOK 1878 OF OFFICIAL RECORDS AT PAGE 74 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICURALY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF PARCEL 4, ACCORDING TO THE MAP RECORDED, MAY 29, 1967 IN BOOK 2 OF PARCEL MAPS AT PAGE 7, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY OF BURTON DRIVE;

THENCE, ALONG SAID NORTHERLY RIGHT OF WAY, SOUTH 83°02'51" WEST 87.39 FEET;

THENCE, CONTINUING ALONG SAID RIGHT OF WAY, NORTH 50°13'09" WEST 154.15 FEET;

THENCE, CONTINUING ALONG SAID RIGHT OF WAY, NORTH 71°59'09" WEST 91.95 FEET TO THE SOUTHEASTERLY CORNER OF THAT PROPERTY DESCRIBED IN THE DOCUMENT RECORDED FEBRUARY 10, 1976 IN BOOK 1878 OF OFFICIAL RECORDS AT PAGE 74, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE, LEAVING SAID RIGHT OF WAY, ALONG THE EASTERLY LINE OF SAID DOCUMENT, NORTH 05°52'05" WEST 29.58 FEET;

THENCE, LEAVING SAID EASTERLY LINE, NORTH 55°54'47" WEST 1.31 FEET;

THENCE, SOUTH 88°32'32" WEST 55.88 FEET;

THENCE, SOUTH 69°24'18" WEST 21.95 FEET TO A POINT ON SAID NORTHERLY RIGHT OF WAY OF BURTON DRIVE;

THENCE, ALONG SAID RIGHT OF WAY, SOUTH 82°19'09" EAST 27.37 FEET;

THENCE, CONTINUING ALONG SAID RIGHT OF WAY, SOUTH 71°59'09" EAST 56.14 FEET TO THE **POINT OF BEGINNING.**

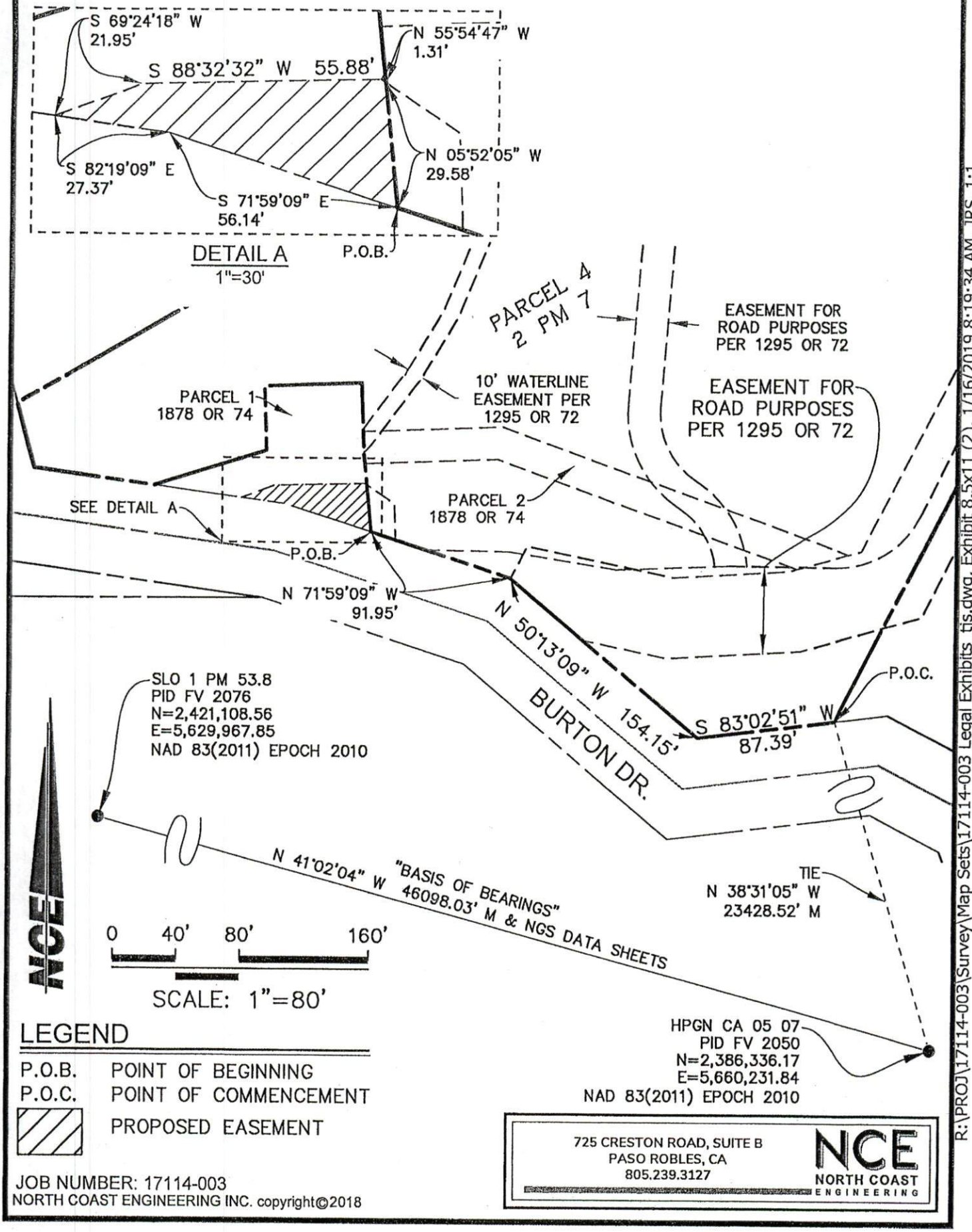
CONTAINING 1249.0± SQUARE FEET.

SEE ATTACHED EXHIBIT MADE A PART HEREOF.

John R. Sanders 6/28/18

JOHN R. SANDERS, PLS 5812 DATE

EXHIBIT A (page 2 of 2)



LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
	PROPOSED EASEMENT

725 CRESTON ROAD, SUITE B
PASO ROBLES, CA
805.239.3127
NCE NORTH COAST ENGINEERING

JOB NUMBER: 17114-003

NORTH COAST ENGINEERING INC. copyright©2018

R:\PROJ\17114-003\Survey\Map Sets\17114-003 Legal Exhibits_tjs.dwg, Exhibit 8.5x11 (2), 1/16/2019 8:19:34 AM, JRS, 1:1

EXHIBIT B (page 1 of 2)

LEGAL DESCRIPTION

BEING A PORTION OF THE PROPERTY DESCRIBED IN DOCUMENT NO. 4948, IN THE TOWN OF CAMBRIA, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO THE DOCUMENT RECORDED FEBRUARY 10, 1976 IN BOOK 1878 OF OFFICIAL RECORDS AT PAGE 74 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICURALY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF PARCEL 4, ACCORDING TO THE MAP RECORDED, MAY 29, 1967 IN BOOK 2 OF PARCEL MAPS AT PAGE 7, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY OF BURTON DRIVE;

THENCE, ALONG SAID NORTHERLY RIGHT OF WAY, SOUTH 83°02'51" WEST 87.39 FEET;

THENCE, CONTINUING ALONG SAID RIGHT OF WAY, NORTH 50°13'09" WEST 154.15 FEET;

THENCE, CONTINUING ALONG SAID RIGHT OF WAY, NORTH 71°59'09" WEST 91.95 FEET TO THE SOUTHEASTERLY CORNER OF THAT PROPERTY DESCRIBED IN THE DOCUMENT RECORDED FEBRUARY 10, 1976 IN BOOK 1878 OF OFFICIAL RECORDS AT PAGE 74;

THENCE, LEAVING SAID RIGHT OF WAY, ALONG THE EASTERLY LINE OF SAID DOCUMENT, NORTH 05°52'05" WEST 29.58 FEET;

THENCE, LEAVING SAID EASTERLY LINE, NORTH 55°54'47" WEST 1.31 FEET;

THENCE, SOUTH 88°32'32" WEST 55.88 FEET TO THE POINT BEING THE **POINT OF BEGINNING**;;

THENCE, SOUTH 69°24'18" WEST 21.95 FEET TO A POINT ON SAID NORTHERLY RIGHT OF WAY OF BURTON DRIVE;

THENCE, ALONG SAID RIGHT OF WAY, SOUTH 82°19'09" EAST 12.13 FEET;

THENCE, LEAVING SAID RIGHT OF WAY, NORTH 42°23'02" EAST 12.65 FEET TO THE **POINT OF BEGINNING**.

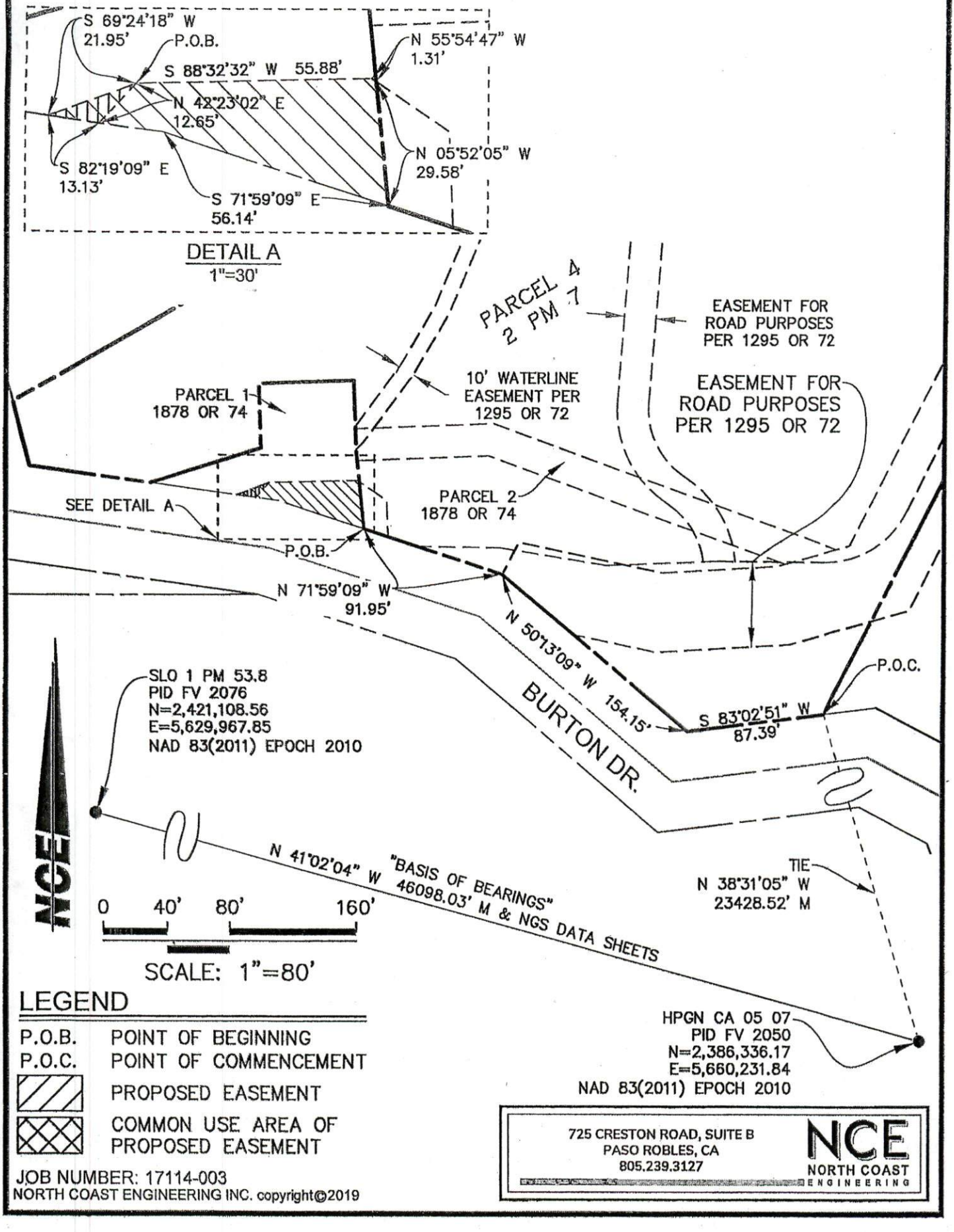
CONTAINING 63.05± SQUARE FEET.

SEE ATTACHED EXHIBIT | MADE A PART HEREOF.

John R. Sanders 2/14/19

JOHN R. SANDERS, PLS 5812 DATE

EXHIBIT B (page 2 of 2)



LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
	PROPOSED EASEMENT
	COMMON USE AREA OF PROPOSED EASEMENT

JOB NUMBER: 17114-003

NORTH COAST ENGINEERING INC. copyright©2019

725 CRESTON ROAD, SUITE B
PASO ROBLES, CA
805.239.3127
NCE NORTH COAST ENGINEERING

R:\PROJ\17114-003\Survey\Map Sets\17114-003 Legal Exhibits_tjs.dwg, Exhibit 8.5x11 (3), 2/14/2019 9:45:47 AM, TJS, 1:1

THIS RIGHT OF WAY AGREEMENT (Agreement) is entered into this ____ day of _____, 2019, by and between Cambria Community Services District, a public agency, hereinafter referred to as GRANTOR and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

The GRANTOR and the COUNTY hereby agree as follows:

WITNESSETH:

WHEREAS, COUNTY needs to obtain certain property interests from GRANTOR for the Burton Drive pm 2.0 Slip-Out Repair Project 245R12B438 ("Project"); and

WHEREAS, GRANTOR has executed an easement deed and consent to common use agreement in the form of Easement Deed and Consent to Common Use Agreement No. 18-09 ("Easement Deed") attached hereto as Exhibit 1 covering the property particularly described therein (hereafter, "Permanent Easement"), and has delivered Easement Deed to the COUNTY'S Right of Way Agent for recording pursuant to the terms of this Agreement; and

WHEREAS, Permanent Easement is part of a larger parcel owned by GRANTOR, otherwise identified by COUNTY Assessor as APN 013-151-031 - or further described as 'CCSD Pump Station B-1' in the Quitclaim Deed from the County of San Luis Obispo to the Cambria Community Services District, Document No. 1995013283, Recorded March 30, 1995 in official County Records ("hereafter the "Subject Property"); and

WHEREAS, COUNTY needs said property described in Easement Deed for a public use for which COUNTY has the authority to exercise the power of eminent domain. Both GRANTOR and COUNTY recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises and agreements herein set forth, it is mutually agreed by and between GRANTOR and COUNTY as follows:

1. The parties have herein set forth the whole of their agreement. The consideration set forth herein constitutes the entire consideration for the granting of the Easement Deed, and for the COUNTY'S use of the Subject Property pursuant to the terms of the Easement Deed. The performance of this Agreement relieves the COUNTY of any and all further obligation or claims relating to any uses of the Subject Property allowed by the Easement Deed, including those relating to the construction, maintenance, repair or operation of the proposed public improvement Project.

2. The COUNTY shall:

   a. Pay the undersigned GRANTOR the sum of $2,300.00 for the interests conveyed by

this Agreement and by Easement Deed when title to said Easement Deed vests in the COUNTY free and clear of all liens, encumbrances, assessments, easements, leases (recorded and/or unrecorded), and all taxes, except:

1. Taxes for the fiscal year in which this Agreement is entered which shall be cleared and paid in the manner specified under Article 5 (commencing with Section 5081) of Chapter 4 of Part 9 of Division 1 of the Revenue and Taxation Code, if unpaid at time Agreement is entered.

2. Easements or rights of way over said land for public, public utility or quasi-public utility purposes, if any.

b. Pay any escrow and recording fees incurred in this transaction, and if title insurance is desired by the COUNTY, the premium charged therefor.

c. Have the authority to deduct and pay from the amount shown in Paragraph 2 (a) above, any amount necessary to satisfy any delinquent taxes due in any fiscal year except the fiscal year in which this escrow closes, together with penalties and interest thereon, and/or delinquent or non-delinquent assessments or bonds except those which title is to be taken subject to, in accordance with the terms of this agreement.

3. GRANTOR hereby warrants and represents that the GRANTOR has no reason to believe that any hazardous waste, extremely hazardous waste, or hazardous substance (as those terms are defined in sections 25117, 25115, and 25316 of the California Health and Safety Code) has come to be located on, beneath or within any of the real property covered by the above referenced Easement Deed or this Agreement. If GRANTOR ever becomes aware of the presence of any hazardous waste, extremely hazardous waste, or hazardous substance on, beneath or within these areas, GRANTOR shall immediately so advise COUNTY.

4. GRANTOR hereby warrants and represents that (1) GRANTOR has sufficient title in the Subject Property to fully convey to COUNTY all of the property rights and interests described in the Easement Deed, subject to any mortgage, loan, required consent or other superior interest, and (2) that GRANTOR'S title in the Subject Property shall not be compromised or transferred by any voluntary or involuntary transfer of any property interest, or the voluntary or involuntary creation of any lien, in the Subject Property to someone other than the COUNTY prior to close of escrow.

5. A Temporary Construction Easement (TCE) is hereby granted to COUNTY and its contractors to enter upon the Subject Property where necessary within that certain area depicted on the map marked Exhibit 2, attached hereto and made a part hereof, for the purpose of construction and construction support activities related to Project including, but not limited to the stockpiling of materials, soil, and equipment. This TCE shall commence on the date of this Agreement and shall terminate upon completion of Project or after two (2) years from the date of commencement, whichever shall occur first. It is understood by the parties that COUNTY anticipates an active Project construction period of approximately six (6) months during the term of this TCE and COUNTY'S Project Manager shall provide GRANTOR with thirty (30) days written notice of commencement of such active Project construction period via U.S. Mail. The amount shown in clause 2.a. herein includes, but is not limited to, full payment for said TCE, including severance

damages, if any. Upon completion of Project construction, the TCE area shall be generally restored to the condition that existed prior to construction, to the extent reasonably practical. While using this TCE, COUNTY shall protect in place the GRANTOR's facilities noted on Exhibit 2.

6. At no expense to GRANTOR, and at the time of roadway construction, the COUNTY or its authorized independent contractor will, from approximately 39' left of engineer's station 1+67.5 to approximately 65' left of engineer's station 2+10 as further depicted on Exhibit 2 attached hereto; 1. Reconstruct or replace, in-kind, project impacted fence and gates.

7. Permission is hereby granted to COUNTY, or its authorized independent contractor, to enter upon the Subject Property, where necessary, for purposes of constructing or re-constructing the fencing improvements as described in Section 6.

8. GRANTOR further understands and agrees that upon completion of the work described in Section 6 above that any such fencing improvements constructed or re-constructed by COUNTY for the benefit of GRANTOR and located upon GRANTOR'S land shall be considered as the sole property of the GRANTOR; the maintenance and repair of said property to be that of the GRANTOR.

9. All work done under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by COUNTY in connection with the Project, shall be left in as good condition as found at the commencement of the Project.

IN WITNESS WHEREOF, GRANTOR and COUNTY have executed this Agreement the day and year first above written. (As used above the term GRANTOR shall include the plural as well as the singular number as the case may be.)

GRANTOR: Cambria Community Services District, a public agency

By: _____
Monique Madrid, (Acting) General Manager

Date: _____

By: _____
~~Amanda Rice~~, Board President
David Pierson

Date: _____

COUNTY OF SAN LUIS OBISPO

_____ Dated: _____, 20___

COLT ESENWEIN, P.E.
Director of Public Works
(per B.O.S. Resolution No. 2019-042)

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: _____
Deputy County Counsel

G:\RightOfWay\PWA\z Burton Drive Slope Repair\Cambria CSD RW Agreement_pf1Comments.doc

THIS RIGHT OF WAY AGREEMENT (Agreement) is entered into this ____ day of _____, 2019, by and between Cambria Community Services District, a public agency, hereinafter referred to as GRANTOR and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

The GRANTOR and the COUNTY hereby agree as follows:

WITNESSETH:

WHEREAS, COUNTY needs to obtain certain property interests from GRANTOR for the Burton Drive pm 2.0 Slip-Out Repair Project 245R12B438 ("Project"); and

WHEREAS, GRANTOR has executed an easement deed and consent to common use agreement in the form of Easement Deed and Consent to Common Use Agreement No. 18-09 ("Easement Deed") attached hereto as Exhibit 1 covering the property particularly described therein (hereafter, "Permanent Easement"), and has delivered Easement Deed to the COUNTY'S Right of Way Agent for recording pursuant to the terms of this Agreement; and

WHEREAS, Permanent Easement is part of a larger parcel owned by GRANTOR, otherwise identified by COUNTY Assessor as APN 013-151-031 - or further described as 'CCSD Pump Station B-1' in the Quitclaim Deed from the County of San Luis Obispo to the Cambria Community Services District, Document No. 1995013283, Recorded March 30, 1995 in official County Records ("hereafter the "Subject Property"); and

WHEREAS, COUNTY needs said property described in Easement Deed for a public use for which COUNTY has the authority to exercise the power of eminent domain. Both GRANTOR and COUNTY recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises and agreements herein set forth, it is mutually agreed by and between GRANTOR and COUNTY as follows:

1. The parties have herein set forth the whole of their agreement. The consideration set forth herein constitutes the entire consideration for the granting of the Easement Deed, and for the COUNTY'S use of the Subject Property pursuant to the terms of the Easement Deed. The performance of this Agreement relieves the COUNTY of any and all further obligation or claims relating to any uses of the Subject Property allowed by the Easement Deed, including those relating to the construction, maintenance, repair or operation of the proposed public improvement Project.

2. The COUNTY shall:

   a. Pay the undersigned GRANTOR the sum of $2,300.00 for the interests conveyed by

this Agreement and by Easement Deed when title to said Easement Deed vests in the COUNTY free and clear of all liens, encumbrances, assessments, easements, leases (recorded and/or unrecorded), and all taxes, except:

1. Taxes for the fiscal year in which this Agreement is entered which shall be cleared and paid in the manner specified under Article 5 (commencing with Section 5081) of Chapter 4 of Part 9 of Division 1 of the Revenue and Taxation Code, if unpaid at time Agreement is entered.

2. Easements or rights of way over said land for public, public utility or quasi-public utility purposes, if any.

b. Pay any escrow and recording fees incurred in this transaction, and if title insurance is desired by the COUNTY, the premium charged therefor.

c. Have the authority to deduct and pay from the amount shown in Paragraph 2 (a) above, any amount necessary to satisfy any delinquent taxes due in any fiscal year except the fiscal year in which this escrow closes, together with penalties and interest thereon, and/or delinquent or non-delinquent assessments or bonds except those which title is to be taken subject to, in accordance with the terms of this agreement.

3. GRANTOR hereby warrants and represents that the GRANTOR has no reason to believe that any hazardous waste, extremely hazardous waste, or hazardous substance (as those terms are defined in sections 25117, 25115, and 25316 of the California Health and Safety Code) has come to be located on, beneath or within any of the real property covered by the above referenced Easement Deed or this Agreement. If GRANTOR ever becomes aware of the presence of any hazardous waste, extremely hazardous waste, or hazardous substance on, beneath or within these areas, GRANTOR shall immediately so advise COUNTY.

4. GRANTOR hereby warrants and represents that (1) GRANTOR has sufficient title in the Subject Property to fully convey to COUNTY all of the property rights and interests described in the Easement Deed, subject to any mortgage, loan, required consent or other superior interest, and (2) that GRANTOR'S title in the Subject Property shall not be compromised or transferred by any voluntary or involuntary transfer of any property interest, or the voluntary or involuntary creation of any lien, in the Subject Property to someone other than the COUNTY prior to close of escrow.

5. A Temporary Construction Easement (TCE) is hereby granted to COUNTY and its contractors to enter upon the Subject Property where necessary within that certain area depicted on the map marked Exhibit 2, attached hereto and made a part hereof, for the purpose of construction and construction support activities related to Project including, but not limited to the stockpiling of materials, soil, and equipment. This TCE shall commence on the date of this Agreement and shall terminate upon completion of Project or after two (2) years from the date of commencement, whichever shall occur first. It is understood by the parties that COUNTY anticipates an active Project construction period of approximately six (6) months during the term of this TCE and COUNTY'S Project Manager shall provide GRANTOR with thirty (30) days written notice of commencement of such active Project construction period via U.S. Mail. The amount shown in clause 2.a. herein includes, but is not limited to, full payment for said TCE, including severance

damages, if any. Upon completion of Project construction, the TCE area shall be generally restored to the condition that existed prior to construction, to the extent reasonably practical. While using this TCE, COUNTY shall protect in place the GRANTOR's facilities noted on Exhibit 2.

6. At no expense to GRANTOR, and at the time of roadway construction, the COUNTY or its authorized independent contractor will, from approximately 39' left of engineer's station 1+67.5 to approximately 65' left of engineer's station 2+10 as further depicted on Exhibit 2 attached hereto; 1. Reconstruct or replace, in-kind, project impacted fence and gates.

7. When designing, locating and constructing drainage improvements as authorized by the drainage easement, County agrees to take all reasonable steps to avoid damaging any District facilities located on the Subject Property and to use best management practices in protecting the District's facilities.

8. Permission is hereby granted to COUNTY, or its authorized independent contractor, to enter upon the Subject Property, where necessary, for purposes of constructing or re-constructing the fencing improvements as described in Section 6.

9. GRANTOR further understands and agrees that upon completion of the work described in Section 6 above that any such fencing improvements constructed or re-constructed by COUNTY for the benefit of GRANTOR and located upon GRANTOR'S land shall be considered as the sole property of the GRANTOR; the maintenance and repair of said property to be that of the GRANTOR.

10. All work done under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by COUNTY in connection with the Project, shall be left in as good condition as found at the commencement of the Project.

11. The parties understand and agree that the County intends to reconstruct the pedestrian path within existing County right of way as shown in County Project Plans dated 1-3-19 for the Burton Drive MP 2.0 Slope Repair Project and as said plans are represented in the Cambria CSD Board of Director's Meeting Agenda dated May 9, 2019.

IN WITNESS WHEREOF, GRANTOR and COUNTY have executed this Agreement the day and year first above written. (As used above the term GRANTOR shall include the plural as well as the singular number as the case may be.)

GRANTOR: Cambria Community Services District, a public agency

By: _____
Paavo Ogren, Interim General Manager

By: _____
David Pierson, Board President

Date: _____

Date: _____

COUNTY OF SAN LUIS OBISPO

_____ Dated: _____, 20___

JOHN DIODATI
Interim Director of Public Works
(per B.O.S. Resolution No. 2019-042)

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: _____
Deputy County Counsel

G:\RightOfWay\PWA\z Burton Drive Slope Repair\Cambria CSD RW Agmnt Draft 05-16-2019.doc

RECORDING REQUESTED BY:
Public Works Department
County of San Luis Obispo
County Government Center, Room 207
San Luis Obispo, CA 93408

WHEN RECORDED RETURN TO:
County Clerk
County of San Luis Obispo
1055 Monterey St, Room D120
San Luis Obispo, CA 93408

APN: ptn 013-151-031 [San Luis Obispo County]

No recording fee per Government Code § 6103
No Documentary Transfer Tax per Rev. and Taxation Code § 11922

EASEMENT DEED AND CONSENT TO COMMON USE AGREEMENT (No. 18-09)

Burton Dr., Cambria, CA	245R12B438	Burton Drive PM 2.0 Slipout Project
LOCATION	PROJECT#	PROJECT NAME

This EASEMENT DEED AND CONSENT TO COMMON USE AGREEMENT (hereinafter "DEED"), entered into this ____ day of _____, 20____, by and between Cambria Community Services District, a public agency, hereinafter called "GRANTOR", and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, its successors and assigns, hereinafter called "COUNTY."

WITNESSETH

WHEREAS, GRANTOR is the owner of certain real property located on Burton Drive, Cambria, California, and known as Assessor's Parcel Number 013-151-031, more specifically described as 'CCSD Pump Station B-1' in the Quitclaim Deed from the County of San Luis Obispo to the Cambria Community Services District, recorded March 30, 1995 as Document Number 1995013283 in Official Records of San Luis Obispo County hereinafter referred to as "GRANTOR'S Property"; and

WHEREAS, GRANTOR is also the owner of that certain ten-inch (10") diameter distribution waterline located on GRANTOR'S Property, hereinafter called GRANTOR'S Waterline; and

WHEREAS, COUNTY requires a perpetual drainage and slope easement over GRANTOR'S Property (hereinafter COUNTY Easement Area) for the construction of drainage and slope improvements related to the Burton Drive PM 2.0 Slipout Project No. 245R12B438 (hereinafter COUNTY'S Project); and

WHEREAS, COUNTY and GRANTOR also require a consent to common use agreement over the shared portion of GRANTOR'S Waterline, and COUNTY Easement Area.

CONVEYANCE OF DEED

NOW, THEREFORE, for a Valuable Consideration, receipt of which is hereby acknowledged, GRANTOR hereby GRANTS to the COUNTY the following interests:

Perpetual Drainage and Slope Easement: A perpetual easement for drainage and slope purposes including, but not limited to, the right to construct and install, and thereafter use, maintain, repair, and replace drainage structures and appurtenances, excavation slopes, and embankment slopes, public utility facilities, and the right to discharge and direct drainage, surface, flood and storm waters therefrom upon, over and across that certain real property situate in the County of San Luis Obispo, State of California, described as follows (hereafter, "COUNTY Easement Area"): see EXHIBIT "A", attached hereto and made a part hereof.

The GRANTOR hereby further grants to COUNTY all trees, plants and growths (growing or that may hereafter grow) within said COUNTY Easement Area together with the right to alter, trim, remove or use the same in such manner and at such locations as COUNTY may deem proper, needful or necessary, in the construction, reconstruction, improvement or maintenance of the described drainage and slope uses.

The easement granted herein includes the right to plant and maintain grass, plants, trees or shrubs within the COUNTY Easement Area for soil erosion purposes and for protection of the lateral support for the adjoining County road. Additionally, GRANTOR does hereby further grant to COUNTY, its successors and assigns, the right of reasonable ingress and egress to, from, along, over and across GRANTOR'S Property to get to the described easement.

The consideration acknowledged above also constitutes payment in full for any and all damages to GRANTOR'S Property (and any other property of GRANTOR that is contiguous to the COUNTY Easement Area) by reason of the construction, reconstruction, operation, repair and maintenance of said improvements referred to herein. The GRANTOR, for the GRANTOR and the GRANTOR'S successors and assigns, hereby waives any claim for any and all damages to GRANTOR'S Property (and any other property of GRANTOR that is contiguous to the COUNTY Easement Area) by reason of the location, construction, landscaping, maintenance or operation of the public improvements constructed in the COUNTY Easement Area.

CONSENT TO COMMON USE AGREEMENT

The portion of the COUNTY Easement Area that overlaps a portion of GRANTOR'S Waterline is hereinafter referred to as "Area of Common Use" and is described and depicted in EXHIBIT "B" attached hereto. In the event of any conflict between the GRANTOR'S Waterline and the County's easement rights under this Deed, the COUNTY acknowledges the priority of GRANTOR'S Waterline rights over COUNTY's easement rights hereunder.

GRANTOR has and reserves the right and easement to use, in common with the public's use of said County drainage and slope facilities, said Area of Common Use for all of the purposes for which such areas were acquired, without need for any further permit or permission from COUNTY. Except in emergencies, GRANTOR shall give reasonable notice to COUNTY before performing any work on GRANTOR'S facilities in said Area of Common Use where such work will be performed in, on or over the County drainage and slope facilities. In all cases, GRANTOR shall make adequate provision for the protection of the traveling public.

In the event that the future use of said County drainage and slope facilities shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of GRANTOR'S Waterline then existing in said Area of Common Use, COUNTY shall notify GRANTOR in writing of such necessity and agree to reimburse GRANTOR on demand for its costs incurred in complying with such notice. GRANTOR will provide COUNTY with plans of its proposed rearrangement and an estimate of the cost thereof and, upon approval of such plans by COUNTY, GRANTOR will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. GRANTOR shall make adequate provisions for the protection of the traveling public. No further permit or permission from COUNTY for such rearrangement shall be required and if such rearrangement shall require

the relocation of any of GRANTOR'S Waterline outside of said Area of Common Use, but within the COUNTY Easement Area, COUNTY will cooperate with GRANTOR to reasonably amend this Consent To Common Use Agreement to cover the new location of GRANTOR'S Waterline and eliminate any superseded portion of GRANTOR'S Waterline within COUNTY Easement Area.

Both COUNTY and GRANTOR shall use said Area of Common Use in such a manner as not to interfere unreasonably with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which GRANTOR or COUNTY may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either COUNTY or GRANTOR in such a manner as to cause an unreasonable interference with the use of said Area of Common Use by the other party.

The provisions hereof shall inure to the benefit of the COUNTY, its successors and assigns, and shall bind the heirs, executors, administrators, assigns and successors in interest of the respective parties hereto, and all covenants shall apply to and run with the above described property.

GRANTOR: Cambria Community Services District, a public agency

By: _____
Monique Madrid, (Acting) General Manager

By: _____
Amanda Rice, Board President

Date: _____

Date: _____

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)
) ss.
COUNTY OF _____)

On _____, 2019, before me, _____, a notary public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names() 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

This is to certify that the **COUNTY OF SAN LUIS OBISPO**, grantee herein, hereby accepts for public purposes the real property, or interest therein, described in the foregoing Easement Deed And Consent To Common Use Agreement dated _____, 2019, from Cambria Community Services District, a public agency, Grantor herein, and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this ___ day of _____, 2019.

COUNTY OF SAN LUIS OBISPO

_____

COLT ESENWEIN, P.E.
Director of Public Works
(per B.O.S. Resolution No. 2019-042)

APPROVED AS TO FORM AND LEGAL EFFECT:
RITA L. NEAL
County Counsel

By: _____
Deputy County Counsel

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 _____)

On _____, 2019 before me, _____, a Notary Public
(insert name and title of the officer)

personally appeared _____, who 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 A (page 1 of 2))

LEGAL DESCRIPTION

BEING A PORTION OF THE PROPERTY DESCRIBED IN DOCUMENT NO. 4948, IN THE TOWN OF CAMBRIA, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO THE DOCUMENT RECORDED FEBRUARY 10, 1976 IN BOOK 1878 OF OFFICIAL RECORDS AT PAGE 74 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICURALY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF PARCEL 4, ACCORDING TO THE MAP RECORDED, MAY 29, 1967 IN BOOK 2 OF PARCEL MAPS AT PAGE 7, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY OF BURTON DRIVE;

THENCE, ALONG SAID NORTHERLY RIGHT OF WAY, SOUTH 83°02'51" WEST 87.39 FEET;

THENCE, CONTINUING ALONG SAID RIGHT OF WAY, NORTH 50°13'09" WEST 154.15 FEET;

THENCE, CONTINUING ALONG SAID RIGHT OF WAY, NORTH 71°59'09" WEST 91.95 FEET TO THE SOUTHEASTERLY CORNER OF THAT PROPERTY DESCRIBED IN THE DOCUMENT RECORDED FEBRUARY 10, 1976 IN BOOK 1878 OF OFFICIAL RECORDS AT PAGE 74, SAID POINT BEING THE **POINT OF BEGINNING;**

THENCE, LEAVING SAID RIGHT OF WAY, ALONG THE EASTERLY LINE OF SAID DOCUMENT, NORTH 05°52'05" WEST 29.58 FEET;

THENCE, LEAVING SAID EASTERLY LINE, NORTH 55°54'47" WEST 1.31 FEET;

THENCE, SOUTH 88°32'32" WEST 55.88 FEET;

THENCE, SOUTH 69°24'18" WEST 21.95 FEET TO A POINT ON SAID NORTHERLY RIGHT OF WAY OF BURTON DRIVE;

THENCE, ALONG SAID RIGHT OF WAY, SOUTH 82°19'09" EAST 27.37 FEET;

THENCE, CONTINUING ALONG SAID RIGHT OF WAY, SOUTH 71°59'09" EAST 56.14 FEET TO THE **POINT OF BEGINNING**.

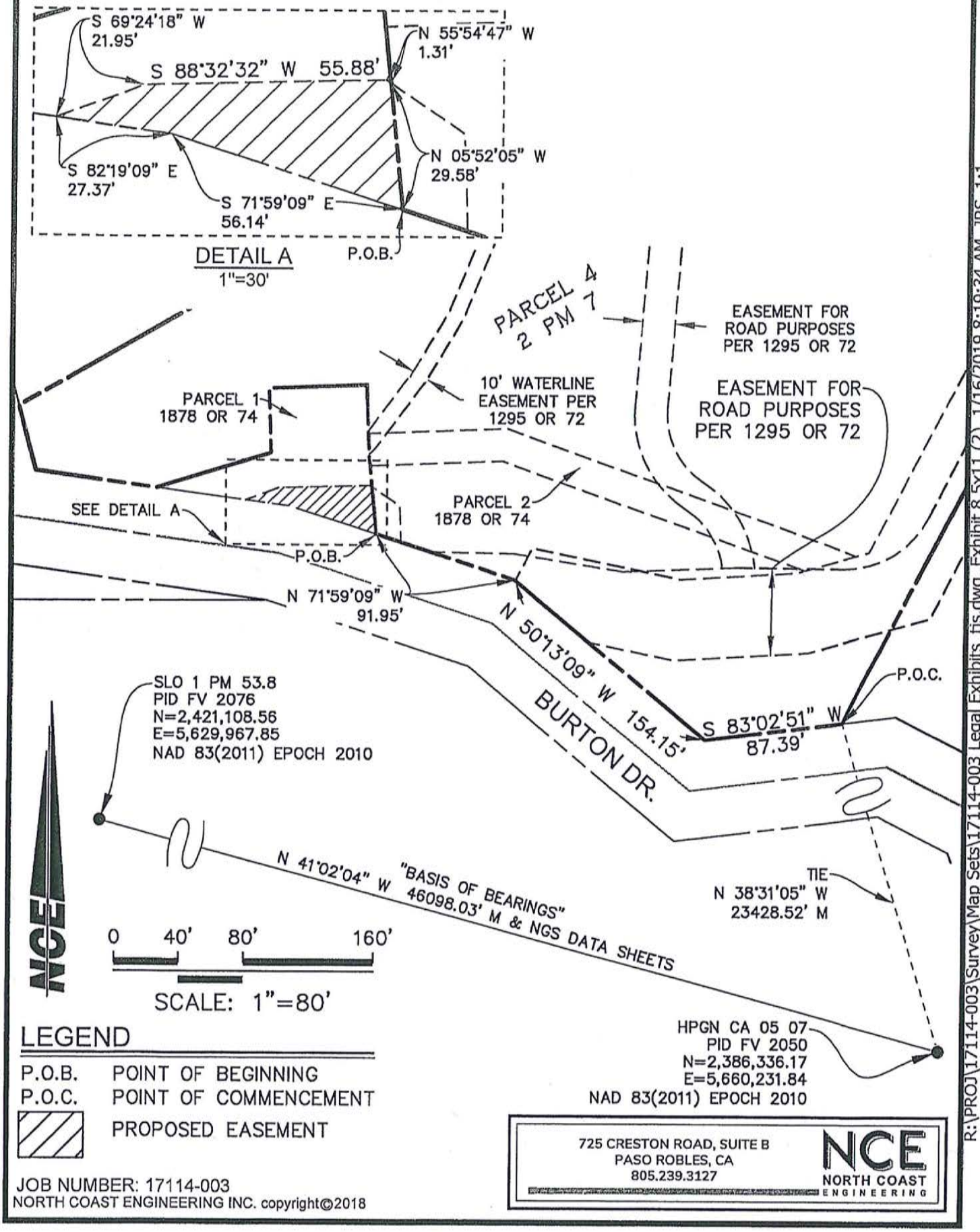
CONTAINING 1249.0± SQUARE FEET.

SEE ATTACHED EXHIBIT MADE A PART HEREOF.

6/28/18

JOHN R. SANDERS, PLS 5812 DATE

(EXHIBIT A (page 2 of 2))



LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
	PROPOSED EASEMENT

JOB NUMBER: 17114-003

NORTH COAST ENGINEERING INC. copyright©2018

725 CRESTON ROAD, SUITE B
PASO ROBLES, CA
805.239.3127
NCE NORTH COAST ENGINEERING

R:\PROJ\17114-003\Survey\Map Sets\17114-003 Legal Exhibits_tjs.dwg, Exhibit 8.5x11 (2), 1/16/2019 8:19:34 AM, JRS, 1:1

(EXHIBIT B (page 1 of 2))

LEGAL DESCRIPTION

BEING A PORTION OF THE PROPERTY DESCRIBED IN DOCUMENT NO. 4948, IN THE TOWN OF CAMBRIA, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO THE DOCUMENT RECORDED FEBRUARY 10, 1976 IN BOOK 1878 OF OFFICIAL RECORDS AT PAGE 74 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICURALY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF PARCEL 4, ACCORDING TO THE MAP RECORDED, MAY 29, 1967 IN BOOK 2 OF PARCEL MAPS AT PAGE 7, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY OF BURTON DRIVE;

THENCE, ALONG SAID NORTHERLY RIGHT OF WAY, SOUTH 83°02'51" WEST 87.39 FEET;

THENCE, CONTINUING ALONG SAID RIGHT OF WAY, NORTH 50°13'09" WEST 154.15 FEET;

THENCE, CONTINUING ALONG SAID RIGHT OF WAY, NORTH 71°59'09" WEST 91.95 FEET TO THE SOUTHEASTERLY CORNER OF THAT PROPERTY DESCRIBED IN THE DOCUMENT RECORDED FEBRUARY 10, 1976 IN BOOK 1878 OF OFFICIAL RECORDS AT PAGE 74;

THENCE, LEAVING SAID RIGHT OF WAY, ALONG THE EASTERLY LINE OF SAID DOCUMENT, NORTH 05°52'05" WEST 29.58 FEET;

THENCE, LEAVING SAID EASTERLY LINE, NORTH 55°54'47" WEST 1.31 FEET;

THENCE, SOUTH 88°32'32" WEST 55.88 FEET TO THE POINT BEING THE **POINT OF BEGINNING**;;

THENCE, SOUTH 69°24'18" WEST 21.95 FEET TO A POINT ON SAID NORTHERLY RIGHT OF WAY OF BURTON DRIVE;

THENCE, ALONG SAID RIGHT OF WAY, SOUTH 82°19'09" EAST 12.13 FEET;

THENCE, LEAVING SAID RIGHT OF WAY, NORTH 42°23'02" EAST 12.65 FEET TO THE **POINT OF BEGINNING**.

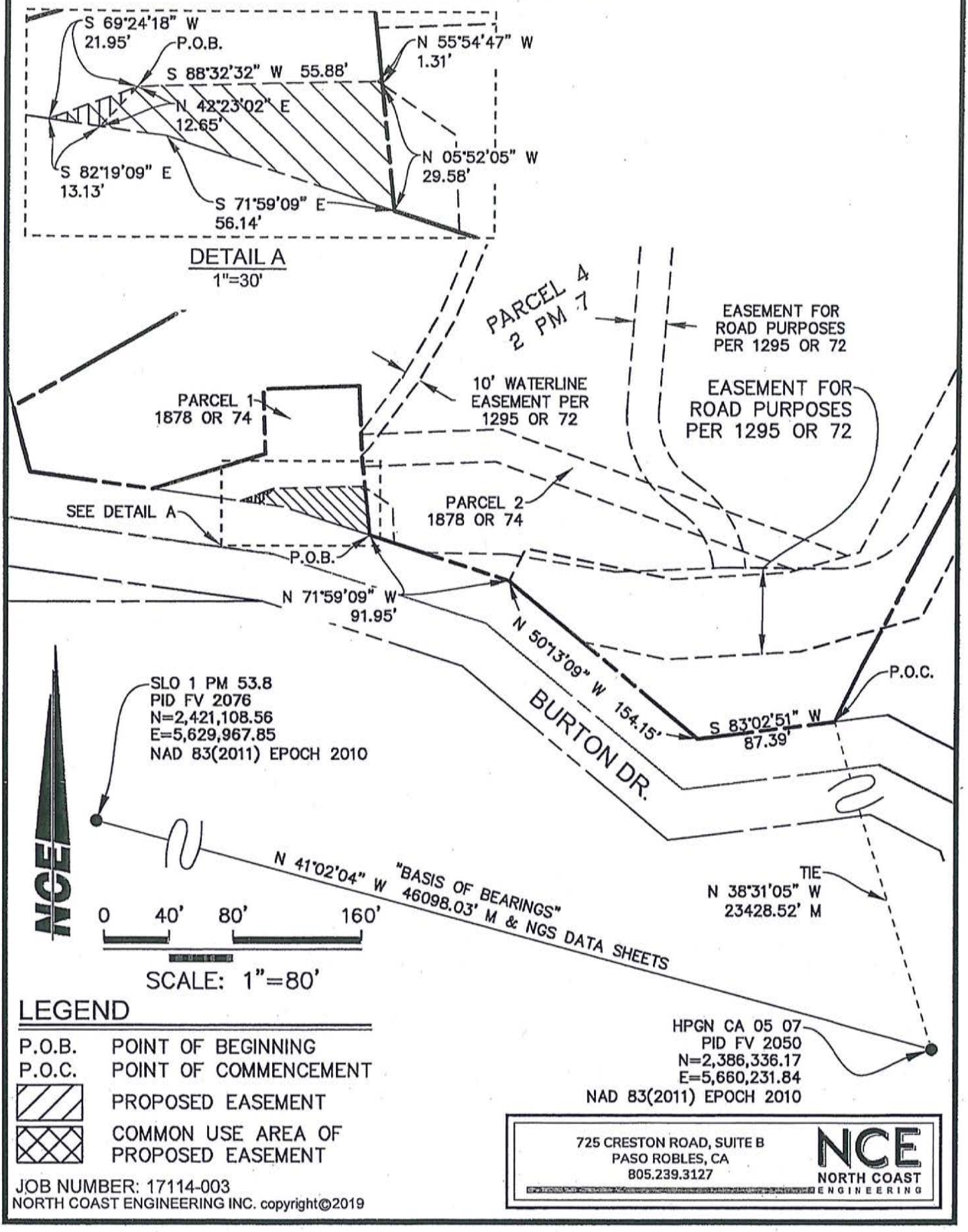
CONTAINING 63.05± SQUARE FEET.

SEE ATTACHED EXHIBIT MADE A PART HEREOF.

John R. Sanders 2/14/19

JOHN R. SANDERS, PLS 5812 DATE

(EXHIBIT B (page 2 of 2))



LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
	PROPOSED EASEMENT
	COMMON USE AREA OF PROPOSED EASEMENT

JOB NUMBER: 17114-003

NORTH COAST ENGINEERING INC. copyright©2019

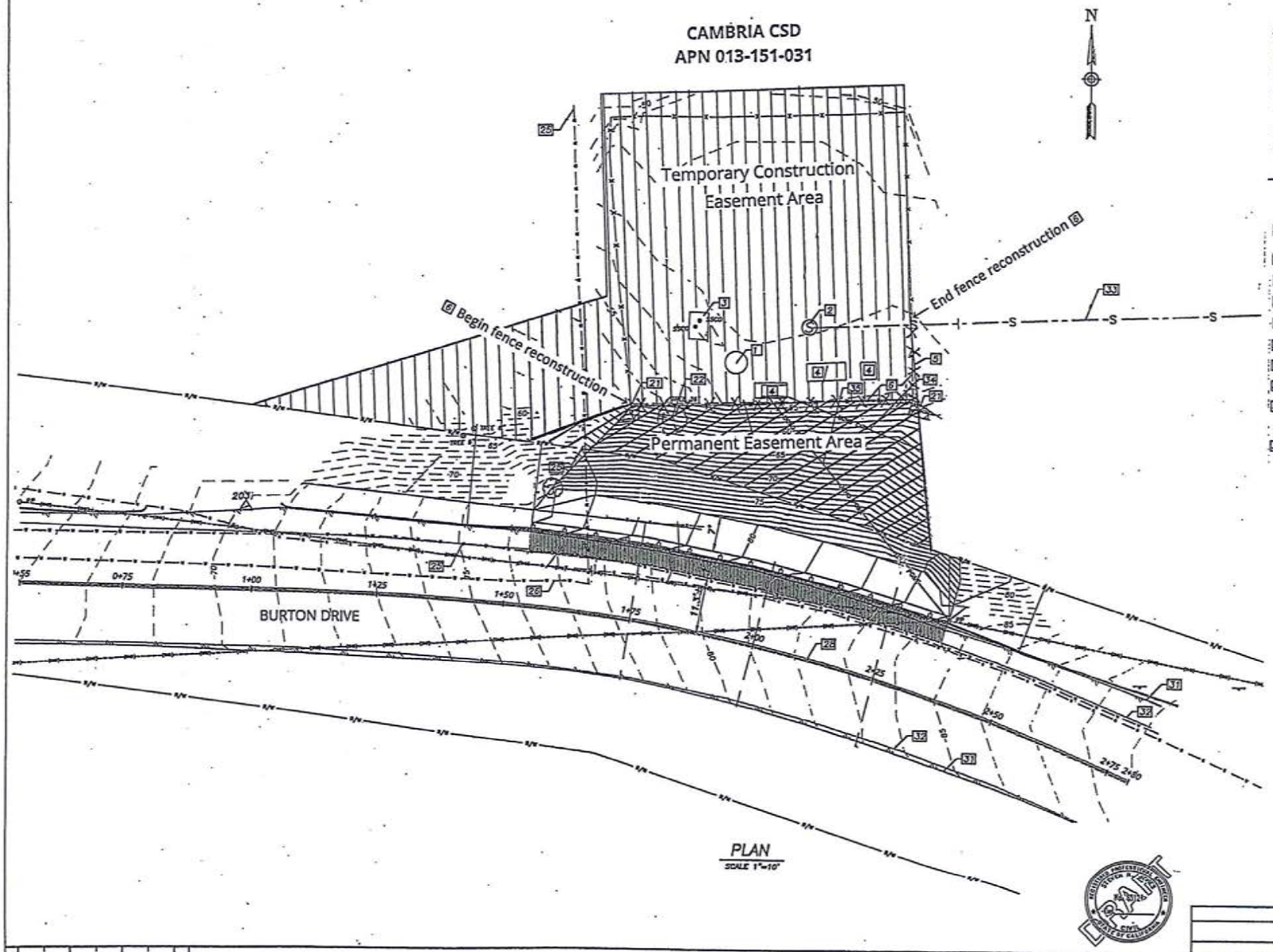
725 CRESTON ROAD, SUITE B
PASO ROBLES, CA
805.239.3127
NCE NORTH COAST ENGINEERING

R:\PROJ\17114-003\Survey\Map Sets\17114-003 Legal Exhibits_tjs.dwg, Exhibit 8.5x11 (3), 2/14/2019 9:45:47 AM, TJS, 1:1

EXHIBIT 2

ROAD NO.	JOB NO.	SHEET NO.	TOTAL SHEETS
5092	245r12b438	3	3

CAMBRIA CSD
APN 013-151-031



NOTES

1. EXISTING CCSD SEWER PUMP LIFT STATION (PROTECT IN PLACE)
2. EXISTING SEWER MANHOLE (PROTECT IN PLACE)
3. EXISTING SEWER CLEANOUT (PROTECT IN PLACE)
4. EXISTING PAD MOUNTED ELECTRICAL METER AND COMMUNICATIONS BOX FOR LIFT STATION (PROTECT IN PLACE)
5. PROPERTY LINE
6. EXISTING CHAIN LINK FENCE AND GATE TO BE REMOVED AND RESET

X X 6' chain link fence and gates with three strand barbed wire extension

21. 4" SUBDRAIN OUTLET, PLACE 4' FOOT X 4' FOOT NO. 2 BACKING (8" INCH DIAMETER ROCK)
22. EXISTING PINE TREE STUMP TO BE REMOVED
25. EXISTING 10" INCH WATER MAIN (PROTECT IN PLACE)
26. EXISTING 8" INCH WATER MAIN (PROTECT IN PLACE)
28. ALIGNMENT CENTERLINE AND CENTERLINE STRIPE BURTON DRIVE
31. EDGE OF PAVEMENT
32. EDGE OF TRAVELED WAY AND FOG LINE
33. EXISTING 10" SEWER MAIN (PROTECT IN PLACE)
34. EXISTING COMMUNICATIONS CABLE SERVING LIFT STATION. CABLE IS OVERHEAD CONNECTED TO POLE GUY ANCHOR AND UNDERGROUND TO LIFT STATION.
35. EXISTING UNDERGROUND ELECTRICAL SERVING LIFT STATION METER. WIRE TO BE REMOVED AND RE ROUTED BY OTHERS.

0 1 2 3
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

BURTON DRIVE MILEPOST 2.0
EXHIBIT 2
CAMBRIA, CA

Designer	Date	Drawn By	Date	Project Manager	Date
S JONES	4-23-18	S JONES	4-23-18	DON SPAGNOLO	4-23-18

RECORDING REQUESTED BY:
Public Works Department
County of San Luis Obispo
County Government Center, Room 207
San Luis Obispo, CA 93408

WHEN RECORDED RETURN TO:
County Clerk
County of San Luis Obispo
1055 Monterey St, Room D120
San Luis Obispo, CA 93408

APN: ptn 013-151-031 [San Luis Obispo County]

No recording fee per Government Code § 6103
No Documentary Transfer Tax per Rev. and Taxation Code § 11922

EASEMENT DEED AND CONSENT TO COMMON USE AGREEMENT (No. 18-09)

Burton Dr., Cambria, CA	245R12B438	Burton Drive PM 2.0 Slipout Project
LOCATION	PROJECT#	PROJECT NAME

This EASEMENT DEED AND CONSENT TO COMMON USE AGREEMENT (hereinafter "DEED"), entered into this ____ day of _____, 20___, by and between Cambria Community Services District, a public agency, hereinafter called "GRANTOR", and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, its successors and assigns, hereinafter called "COUNTY."

WITNESSETH

WHEREAS, GRANTOR is the owner of certain real property located on Burton Drive, Cambria, California, and known as Assessor's Parcel Number 013-151-031, more specifically described as 'CCSD Pump Station B-1' in the Quitclaim Deed from the County of San Luis Obispo to the Cambria Community Services District, recorded March 30, 1995 as Document Number 1995013283 in Official Records of San Luis Obispo County hereinafter referred to as "GRANTOR'S Property"; and

WHEREAS, GRANTOR is also the owner of that certain ten-inch (10") diameter distribution waterline located on GRANTOR'S Property, hereinafter called GRANTOR'S Waterline; and

WHEREAS, COUNTY requires a perpetual drainage and slope easement over GRANTOR'S Property (hereinafter COUNTY Easement Area) for the construction of drainage and slope improvements related to the Burton Drive PM 2.0 Slipout Project No. 245R12B438 (hereinafter COUNTY'S Project); and

WHEREAS, COUNTY and GRANTOR also require a consent to common use agreement over the shared portion of GRANTOR'S Waterline, and COUNTY Easement Area.

CONVEYANCE OF DEED

NOW, THEREFORE, for a Valuable Consideration, receipt of which is hereby acknowledged, GRANTOR hereby GRANTS to the COUNTY the following interests:

Perpetual Drainage and Slope Easement: A perpetual easement for drainage and slope purposes including, but not limited to, the right to construct and install, and thereafter use, maintain, repair, and replace drainage structures and appurtenances, excavation slopes, and embankment slopes, public utility facilities, and the right to discharge and direct drainage, surface, flood and storm waters therefrom upon, over and across that certain real property situate in the County of San Luis Obispo, State of California, described as follows (hereafter, "COUNTY Easement Area"): see EXHIBIT "A", attached hereto and made a part hereof.

The GRANTOR hereby further grants to COUNTY all trees, plants and growths (growing or that may hereafter grow) within said COUNTY Easement Area together with the right to alter, trim, remove or use the same in such manner and at such locations as COUNTY may deem proper, needful or necessary, in the construction, reconstruction, improvement or maintenance of the described drainage and slope uses.

The easement granted herein includes the right to plant and maintain grass, plants, trees or shrubs within the COUNTY Easement Area for soil erosion purposes and for protection of the lateral support for the adjoining County road. Additionally, GRANTOR does hereby further grant to COUNTY, its successors and assigns, the right of reasonable ingress and egress to, from, along, over and across GRANTOR'S Property to get to the described easement.

The consideration acknowledged above also constitutes payment in full for any and all severance damages to GRANTOR'S Property (and any other property of GRANTOR that is contiguous to the COUNTY Easement Area) by reason of the construction, reconstruction, operation, repair and maintenance of said improvements referred to herein. The GRANTOR, for the GRANTOR and the GRANTOR'S successors and assigns, hereby waives any claim for any and all severance damages to GRANTOR'S Property (and any other property of GRANTOR that is contiguous to the COUNTY Easement Area) by reason of the location, construction, landscaping, maintenance or operation of the public improvements constructed in the COUNTY Easement Area.

CONSENT TO COMMON USE AGREEMENT

The portion of the COUNTY Easement Area that overlaps a portion of GRANTOR'S Waterline is hereinafter referred to as "Area of Common Use" and is described and depicted in EXHIBIT "B" attached hereto. In the event of any conflict between the GRANTOR'S Waterline and the County's easement rights under this Deed, the COUNTY acknowledges the priority of GRANTOR'S Waterline rights over COUNTY's easement rights hereunder.

GRANTOR has and reserves the right and easement to use, in common with the public's use of said County drainage and slope facilities, said Area of Common Use for all of the purposes for which such areas were acquired, without need for any further permit or permission from COUNTY. Except in emergencies, GRANTOR shall give reasonable notice to COUNTY before performing any work on GRANTOR'S facilities in said Area of Common Use where such work will be performed in, on or over the County drainage and slope facilities. In all cases, GRANTOR shall make adequate provision for the protection of the traveling public.

In the event that the future use of said County drainage and slope facilities shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of GRANTOR'S Waterline then existing in said Area of Common Use, COUNTY shall notify GRANTOR in writing of such necessity and agree to reimburse GRANTOR on demand for its costs incurred in complying with such notice. GRANTOR will provide COUNTY with plans of its proposed rearrangement and an estimate of the cost thereof and, upon approval of such plans by COUNTY, GRANTOR will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. GRANTOR shall make adequate provisions for the protection of the traveling public. No further permit or permission from COUNTY for such rearrangement shall be required and if such rearrangement shall require

the relocation of any of GRANTOR'S Waterline outside of said Area of Common Use, but within the COUNTY Easement Area, COUNTY will cooperate with GRANTOR to reasonably amend this Consent To Common Use Agreement to cover the new location of GRANTOR'S Waterline and eliminate any superseded portion of GRANTOR'S Waterline within COUNTY Easement Area.

Both COUNTY and GRANTOR shall use said Area of Common Use in such a manner as not to interfere unreasonably with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which GRANTOR or COUNTY may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either COUNTY or GRANTOR in such a manner as to cause an unreasonable interference with the use of said Area of Common Use by the other party.

The provisions hereof shall inure to the benefit of the COUNTY, its successors and assigns, and shall bind the heirs, executors, administrators, assigns and successors in interest of the respective parties hereto, and all covenants shall apply to and run with the above described property.

GRANTOR: Cambria Community Services District, a public agency

By: _____
Paavo Ogren, Interim General Manager

By: _____
David Pierson, Board President

Date: _____

Date: _____

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)
) ss.
COUNTY OF _____)

On _____, 2019, before me, _____, a notary public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names() 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

This is to certify that the **COUNTY OF SAN LUIS OBISPO**, grantee herein, hereby accepts for public purposes the real property, or interest therein, described in the foregoing Easement Deed And Consent To Common Use Agreement dated _____, 2019, from Cambria Community Services District, a public agency, Grantor herein, and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this ___ day of _____, 2019.

COUNTY OF SAN LUIS OBISPO

_____

JOHN DIODATI
Interim Director of Public Works
(per B.O.S. Resolution No. 2019-042)

APPROVED AS TO FORM AND LEGAL EFFECT:
RITA L. NEAL
County Counsel

By: _____
Deputy County Counsel

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 _____)

On _____, 2019 before me, _____, a Notary Public
(insert name and title of the officer)

personally appeared _____, who 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 A (page 1 of 2)

LEGAL DESCRIPTION

BEING A PORTION OF THE PROPERTY DESCRIBED IN DOCUMENT NO. 4948, IN THE TOWN OF CAMBRIA, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO THE DOCUMENT RECORDED FEBRUARY 10, 1976 IN BOOK 1878 OF OFFICIAL RECORDS AT PAGE 74 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICURALY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF PARCEL 4, ACCORDING TO THE MAP RECORDED, MAY 29, 1967 IN BOOK 2 OF PARCEL MAPS AT PAGE 7, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY OF BURTON DRIVE;

THENCE, ALONG SAID NORTHERLY RIGHT OF WAY, SOUTH 83°02'51" WEST 87.39 FEET;

THENCE, CONTINUING ALONG SAID RIGHT OF WAY, NORTH 50°13'09" WEST 154.15 FEET;

THENCE, CONTINUING ALONG SAID RIGHT OF WAY, NORTH 71°59'09" WEST 91.95 FEET TO THE SOUTHEASTERLY CORNER OF THAT PROPERTY DESCRIBED IN THE DOCUMENT RECORDED FEBRUARY 10, 1976 IN BOOK 1878 OF OFFICIAL RECORDS AT PAGE 74, SAID POINT BEING THE **POINT OF BEGINNING;**

THENCE, LEAVING SAID RIGHT OF WAY, ALONG THE EASTERLY LINE OF SAID DOCUMENT, NORTH 05°52'05" WEST 29.58 FEET;

THENCE, LEAVING SAID EASTERLY LINE, NORTH 55°54'47" WEST 1.31 FEET;

THENCE, SOUTH 88°32'32" WEST 55.88 FEET;

THENCE, SOUTH 69°24'18" WEST 21.95 FEET TO A POINT ON SAID NORTHERLY RIGHT OF WAY OF BURTON DRIVE;

THENCE, ALONG SAID RIGHT OF WAY, SOUTH 82°19'09" EAST 27.37 FEET;

THENCE, CONTINUING ALONG SAID RIGHT OF WAY, SOUTH 71°59'09" EAST 56.14 FEET TO THE **POINT OF BEGINNING.**

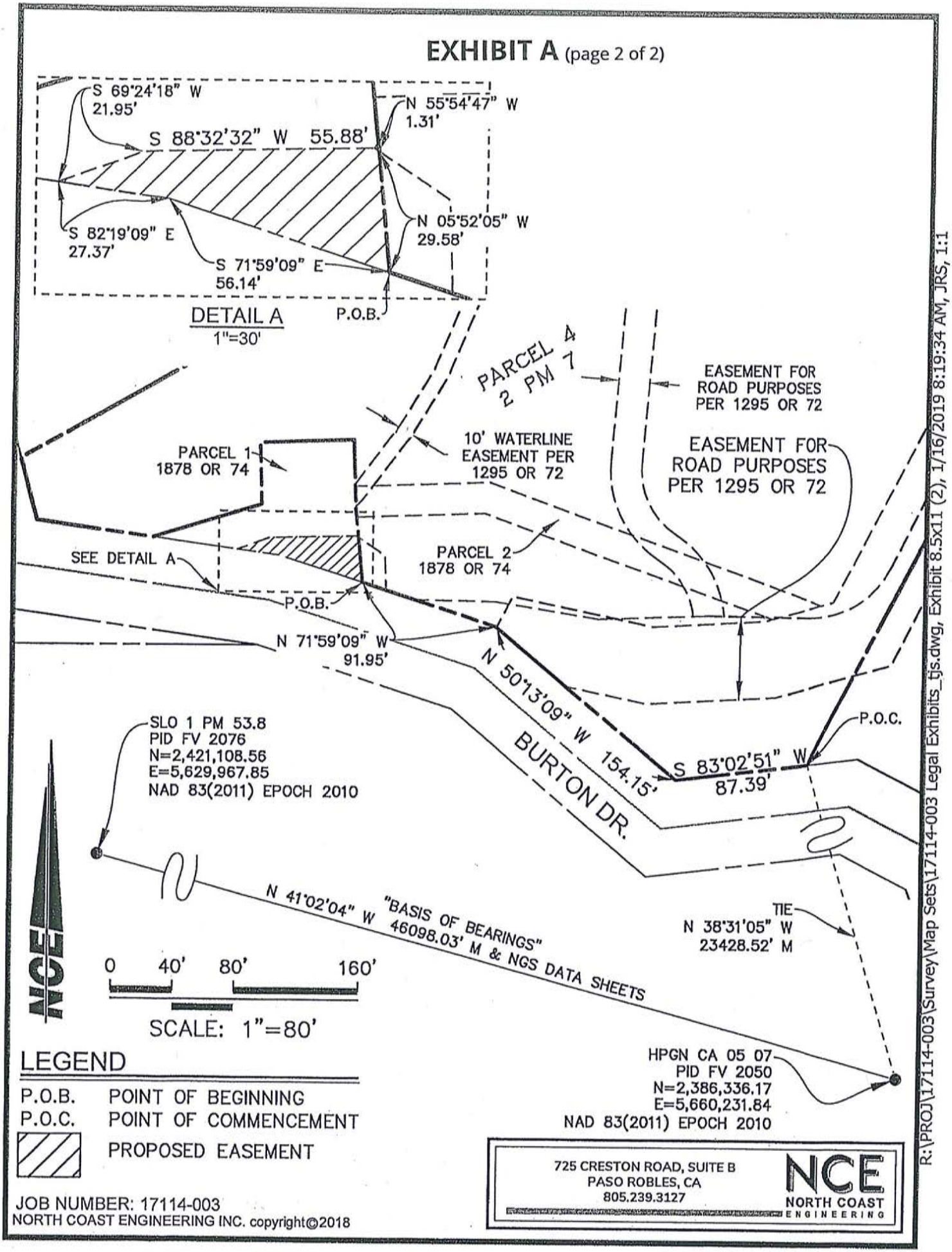
CONTAINING 1249.0± SQUARE FEET.

SEE ATTACHED EXHIBIT MADE A PART HEREOF.

John R. Sanders 6/28/18

JOHN R. SANDERS, PLS 5812 DATE

EXHIBIT A (page 2 of 2)



LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
	PROPOSED EASEMENT

JOB NUMBER: 17114-003

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725 CRESTON ROAD, SUITE B
PASO ROBLES, CA
805.239.3127
NCE NORTH COAST ENGINEERING

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EXHIBIT B (page 1 of 2)

LEGAL DESCRIPTION

BEING A PORTION OF THE PROPERTY DESCRIBED IN DOCUMENT NO. 4948, IN THE TOWN OF CAMBRIA, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO THE DOCUMENT RECORDED FEBRUARY 10, 1976 IN BOOK 1878 OF OFFICIAL RECORDS AT PAGE 74 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICURALY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF PARCEL 4, ACCORDING TO THE MAP RECORDED, MAY 29, 1967 IN BOOK 2 OF PARCEL MAPS AT PAGE 7, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY OF BURTON DRIVE;

THENCE, ALONG SAID NORTHERLY RIGHT OF WAY, SOUTH 83°02'51" WEST 87.39 FEET;

THENCE, CONTINUING ALONG SAID RIGHT OF WAY, NORTH 50°13'09" WEST 154.15 FEET;

THENCE, CONTINUING ALONG SAID RIGHT OF WAY, NORTH 71°59'09" WEST 91.95 FEET TO THE SOUTHEASTERLY CORNER OF THAT PROPERTY DESCRIBED IN THE DOCUMENT RECORDED FEBRUARY 10, 1976 IN BOOK 1878 OF OFFICIAL RECORDS AT PAGE 74;

THENCE, LEAVING SAID RIGHT OF WAY, ALONG THE EASTERLY LINE OF SAID DOCUMENT, NORTH 05°52'05" WEST 29.58 FEET;

THENCE, LEAVING SAID EASTERLY LINE, NORTH 55°54'47" WEST 1.31 FEET;

THENCE, SOUTH 88°32'32" WEST 55.88 FEET TO THE POINT BEING THE **POINT OF BEGINNING**;;

THENCE, SOUTH 69°24'18" WEST 21.95 FEET TO A POINT ON SAID NORTHERLY RIGHT OF WAY OF BURTON DRIVE;

THENCE, ALONG SAID RIGHT OF WAY, SOUTH 82°19'09" EAST 12.13 FEET;

THENCE, LEAVING SAID RIGHT OF WAY, NORTH 42°23'02" EAST 12.65 FEET TO THE **POINT OF BEGINNING**.

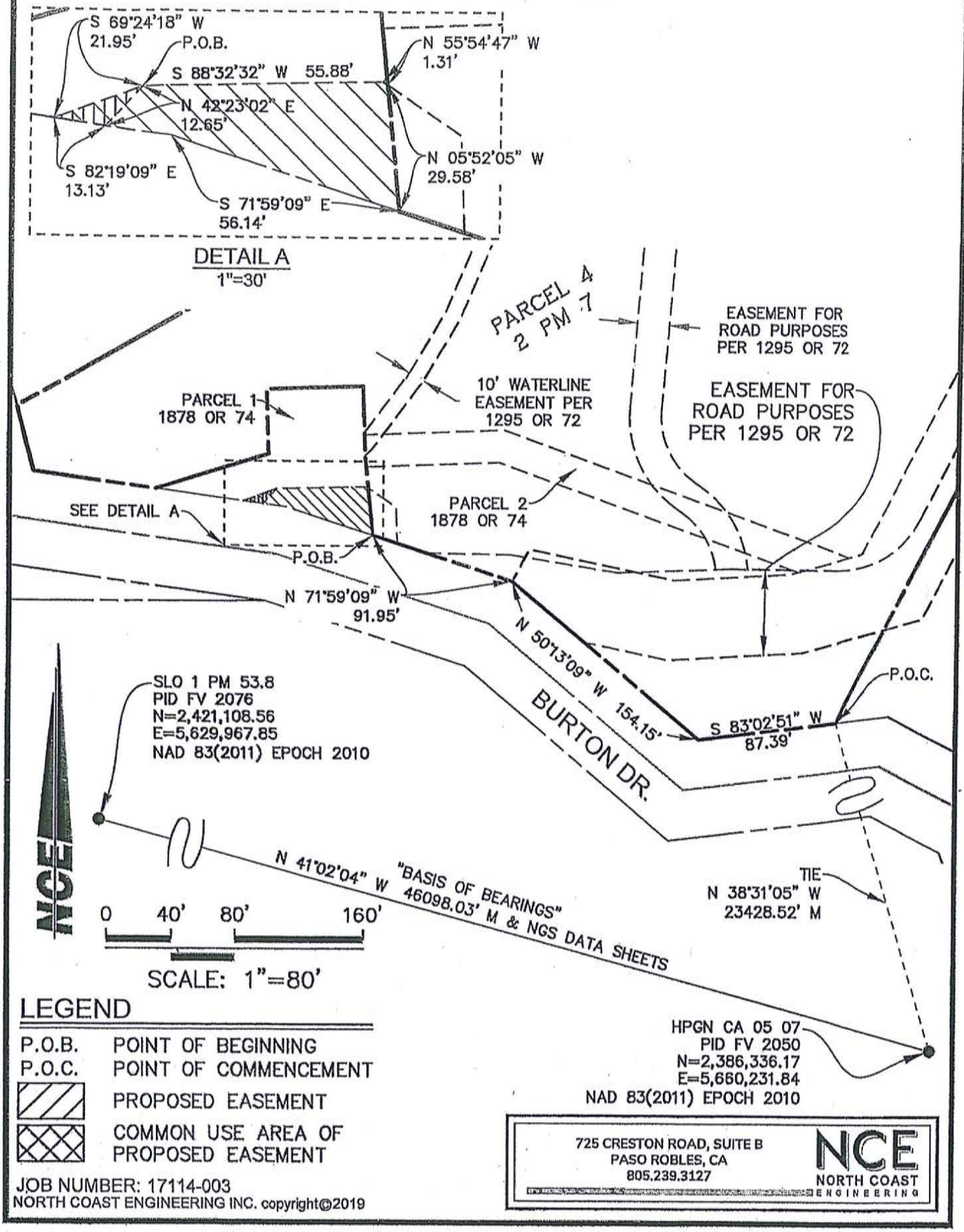
CONTAINING 63.05± SQUARE FEET.

SEE ATTACHED EXHIBIT | MADE A PART HEREOF.

John R. Sanders 2/14/17

JOHN R. SANDERS, PLS 5812 DATE

EXHIBIT B (page 2 of 2)



LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
	PROPOSED EASEMENT
	COMMON USE AREA OF PROPOSED EASEMENT

JOB NUMBER: 17114-003

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PASO ROBLES, CA
805.239.3127
NCE NORTH COAST ENGINEERING

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ROAD NO.	JOB NO.	SHEET NO.	TOTAL SHEETS
5092	245R12B438	1	3

COUNTY OF SAN LUIS OBISPO, CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DESIGN DIVISION

ADOPTED AND APPROVED: May 16, 2019

Dave Flynn

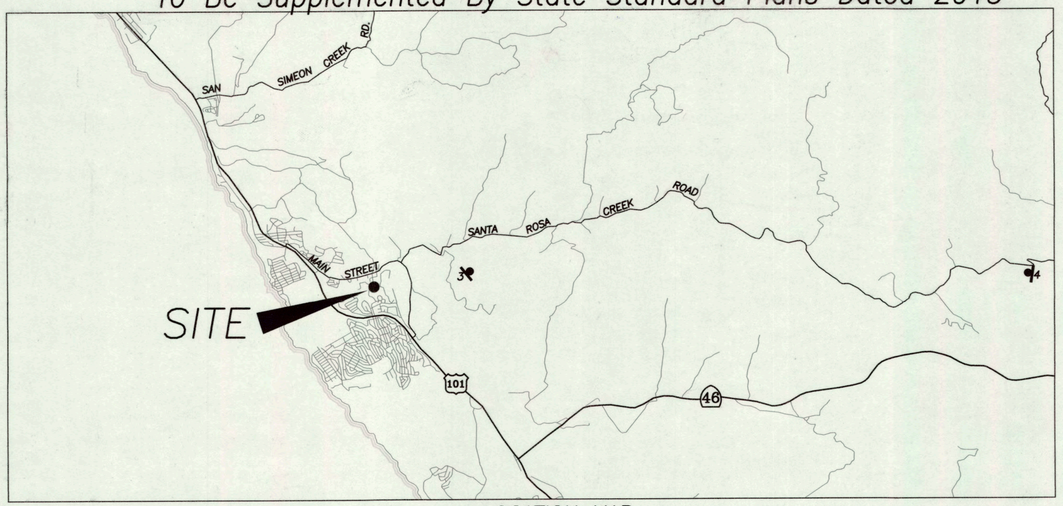
DEPUTY DIRECTOR – DEPARTMENT OF PUBLIC WORKS

INDEX OF SHEETS

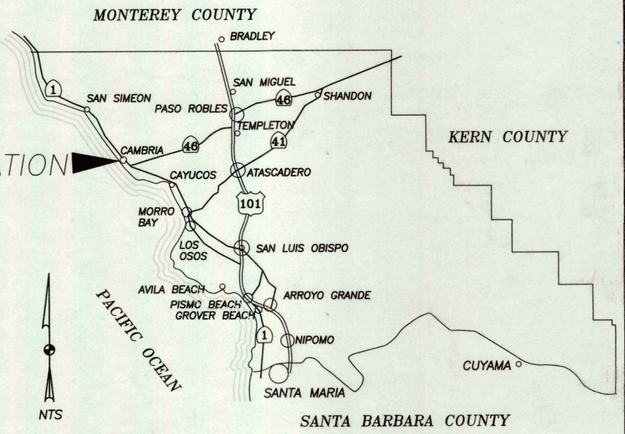
SHEET NO. 1 TITLE SHEET, LOCATION MAP, CONSTRUCTION SIGNS
SHEET NO. 2 TYPICAL SECTIONS
SHEET NO. 3 SITE PLAN

BURTON DRIVE MP 2.0
SLOPE REPAIR
CAMBRIA, CA
CONTRACT 245R12B438

To Be Supplemented By State Standard Plans Dated 2015



LOCATION MAP
NO SCALE



VICINITY MAP

TRAFFIC CONTROL SIGNAGE

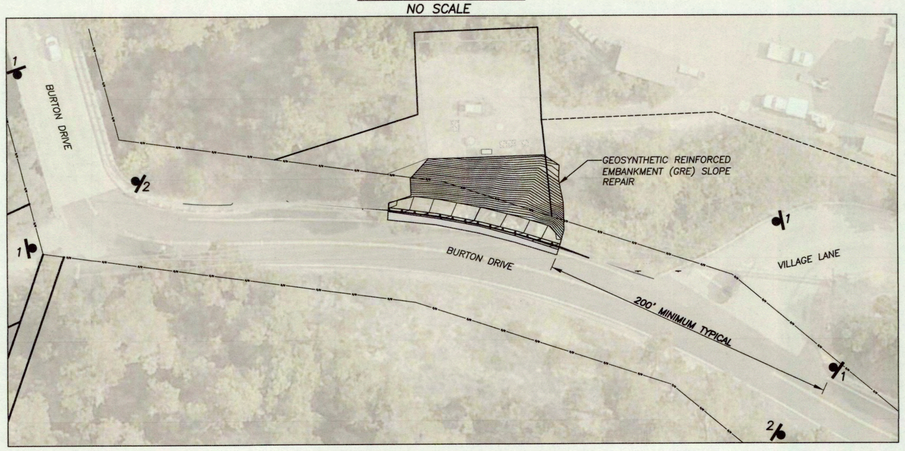
	TYPE	SIZE	MESSAGE	REMARKS	QTY.
1	W20-1	48"x48"	"ROAD CONSTRUCTION AHEAD"		4
2	G20-2	36"x18"	"END ROAD CONSTRUCTION"		2

NOTES:

ALL SIGNS SHALL BE STATIONARY MOUNTED ON 4x4 WOOD POSTS, UNLESS NOTED OTHERWISE.

ALL CONSTRUCTION SIGNS SHALL BE PLACED APPROXIMATELY 4' OFF THE EDGE OF ROADWAY, THE EXACT LOCATION AND POSITION OF SIGNS SHALL BE DETERMINED BY THE ENGINEER.

REFER TO THE CALIFORNIA MANUAL ON TEMPORARY TRAFFIC CONTROL.



AERIAL VIEW
NO SCALE

DIGALERT

CALL 811 BEFORE YOU DIG

0 1 2 3
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

REGISTERED PROFESSIONAL ENGINEER
STEVEN R. JONES
No. 65124
CIVIL
STATE OF CALIFORNIA
4-29-19

LICENSE REQUIREMENTS:

THE SUCCESSFUL BIDDER SHALL POSSESS A CLASS A GENERAL ENGINEERING CONTRACTOR'S LICENSE AT THE TIME THIS CONTRACT IS AWARDED.

BURTON DRIVE MILEPOST 2.0

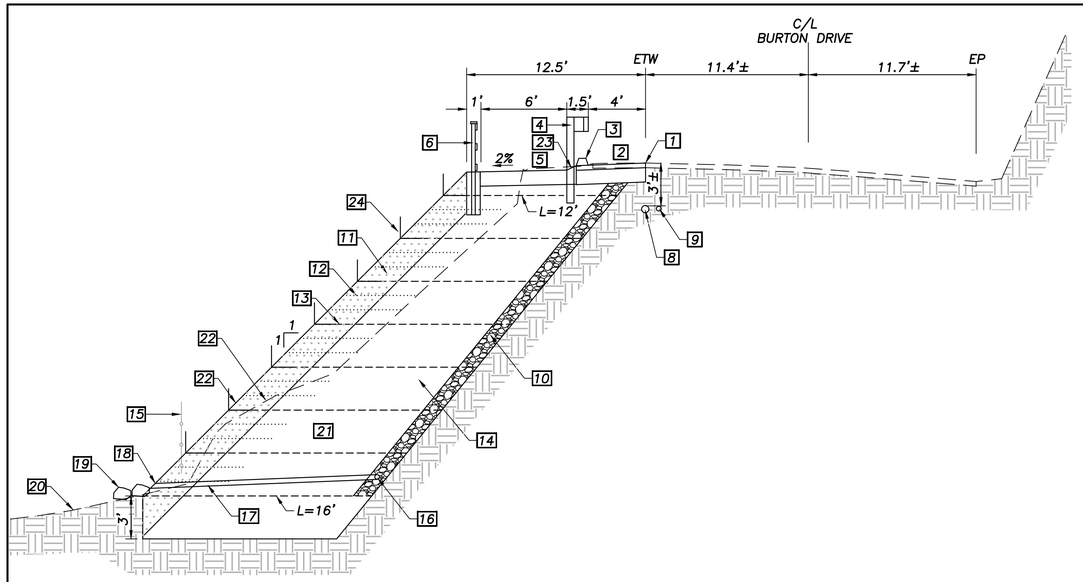
TITLE SHEET, LOCATION MAP, CONSTRUCTION SIGNS

CAMBRIA, CA

Designer	Date	Drawn By	Date	Project Manager	Date
S JONES	4-29-19	S JONES	4-29-19	R NACCARATI	4-29-19

S:\StormDamage\2017\2017 Storm Damage Projects\245r12b438 Burton Drive mp 2.0\Drawings\Burton Drive MP 2.0.dwg, 5/16/2019 9:42:20 AM, DWG To PDF.pc3

ROAD NO.	JOB NO.	SHEET NO.	TOTAL SHEETS
5092	245r12b438	2	3



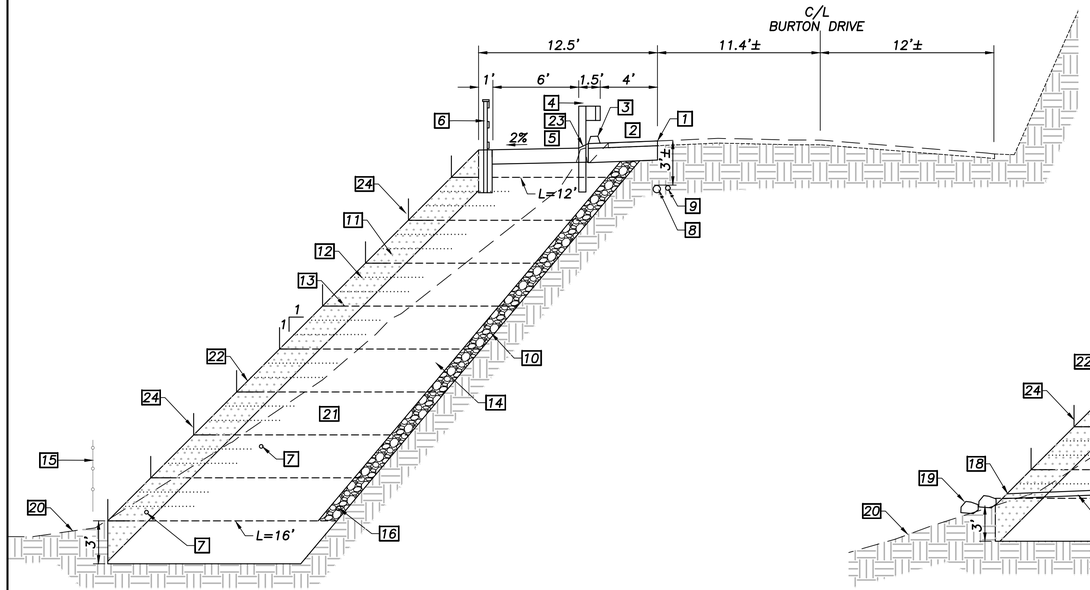
A SECTION BURTON DRIVE – STA 1+75
1"=5'

CONSTRUCTION NOTES

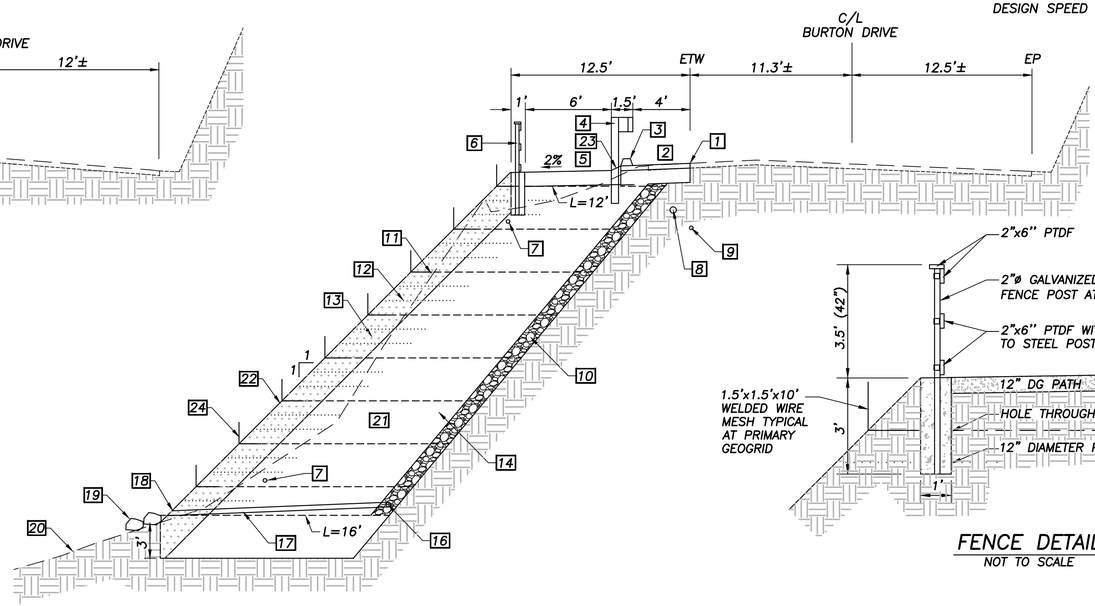
1. SAWCUT AND REMOVE EXISTING ASPHALT CONCRETE ROADWAY
2. 4" INCH HMA PAVING OVER 12" INCH CLASS II AGGREGATE BASE
3. 6" INCH TYPE "A" DIKE
4. MIDWEST GUARDRAIL WITH STEEL POSTS PER CAL TRANS STD DWG A77L2
5. 6' FOOT WIDE X 12" INCH THICK DG PATHWAY
6. CONSTRUCT 42" HIGH FENCE, SEE DETAIL THIS SHEET
7. EXISTING UNDERGROUND ELECTRIC AND COMMUNICATION CABLE TO BE RELOCATED BY OTHERS
8. EXISTING 8" INCH WATER MAIN, LOCATION TO BE VERIFIED BY CONTRACTOR (PROTECT IN PLACE)
9. EXISTING 4" INCH HIGH PRESSURE GAS MAIN, LOCATION TO BE VERIFIED BY CONTRACTOR (PROTECT IN PLACE)
10. TEMPORARY 1:1 BACK CUT SLOPE OR SHORING BY CONTRACTOR
11. 2' FOOT THICK APPROVED ONSITE SOIL SUITABLE FOR NATIVE VEGATATION
12. 5' FOOT LONG INTERMEDIATE GEOGRID LAYER, 1' FOOT INTERVALS
13. 12' FOOT LONG (TOP) 16' LONG (BOTTOM) PRIMARY GEOGRID LAYER, 3' FOOT INTERVALS
14. 12" THICK 1" TO 1 ½" INCH ROCK PER SECTION 68–2.02F(1) OF THE STANDARD SPECIFICATIONS FOR CLASS 2 PERMEABLE MATERIAL ENCLOSE GRAVEL FILTER FABRIC CONFORMING TO SECTION 96–1.02B OF THE STANDARD SPECIFICATIONS.
15. EXISTING CHAIN LINK FENCE TO BE RESET
16. 4" INCH PERFORATED PVC PIPE ENCASED IN 1' FOOT MINIMUM NO. 8 AGGREGATE (PEA GRAVEL) PER SECTION 68–2.02F(1) OF THE STANDARD SPECIFICATIONS AND WRAPED WITH FILTER FABRIC CONFORMING TO SECTION 96–1.02B OF THE STANDARD SPECIFICATIONS.
17. 4" INCH SOLID PVC PIPE
18. OUTLET 4" INCH SOLID PVC PIPE STA: 1+69 & 2+25
19. 1' FOOT DIAMETER ROCK DISSIPATER 4' FEET X 4' FEET
20. EXISTING GRADE
21. GEOSYNTHETIC REINFORCED EMBANKMENT CONFORMING TO SECTION 19–6.02B OF THE STANDARD SPECIFICATIONS, AND WITH A SAND EQUIVALENT OF AT LEAST 20.
22. ROLLED EROSION CONTROL NETTING AND HYDROSEED SLOPE PROTECTION OVAL ALL DISTURBED AREAS PER CONTRACT SPECIAL PROVISIONS AND CONSTRUCTION DETAILS.
23. 2:1 SLOPE BETWEEN DG PATH AND EDGE OF PAVEMENT
24. 1.5'x1.5'x10' WELDED WIRE MESH WITH HOOK AT 3' INTERVALS. INSTALL MESH AT PRIMARY GEOGRID LOCATIONS. SEE CONSTRUCTION DETAILS PER STRATA SYSTEMS INC.

DESIGN CRITERIA

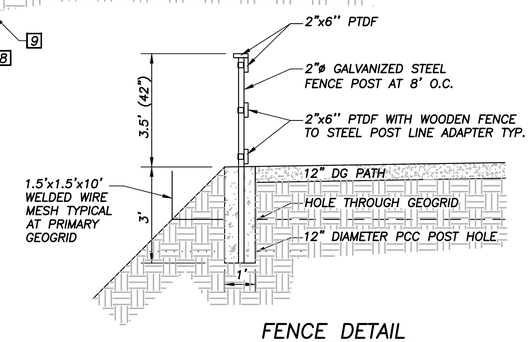
BURTON DRIVE = MINOR COLLECTOR
DESIGN HOUR = 500 vph
ADT (B0) = 5000
RESISTANCE (R VALUE) = 50
TRAFFIC INDEX (TI) = 7.5
DESIGN SPEED (V) = 30 mph



B SECTION BURTON DRIVE – STA 2+00
1"=5'



C SECTION BURTON DRIVE – STA 2+25
1"=5'



FENCE DETAIL
NOT TO SCALE

REGISTERED PROFESSIONAL ENGINEER
STEVEN R. JONES
No. 65424
CIVIL
STATE OF CALIFORNIA

4–29–19

0 1 2 3
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

BURTON DRIVE MILEPOST 2.0					
TYPICAL SECTIONS					
CAMBRIA, CA					
Designer	Date	Drawn By	Date	Project Manager	Date
S JONES	4–29–19	S JONES	4–29–19	DON SPAGNOLO	4–29–19

S:\StormDamage\2017\2017 Storm Damage Projects\245r12b438 Burton Drive mp 2.0\Drawings\Burton Drive MP 2.0.dwg, 5/16/2019 1:33:28 PM, DWG To PDF.pc3

ROAD NO.	JOB NO.	SHEET NO.	TOTAL SHEETS
5092	245r12b438	3	3

CONTROL POINTS

△ POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
200	2404775.94	5645460.39	91.62'	WORKPOINT ⅝" REBAR
202	2404724.45	5645474.39	95.51'	WORKPOINT MAG NAIL
203	2404793.40	5645214.50	70.01'	WORKPOINT MAG NAIL

BENCHMARK

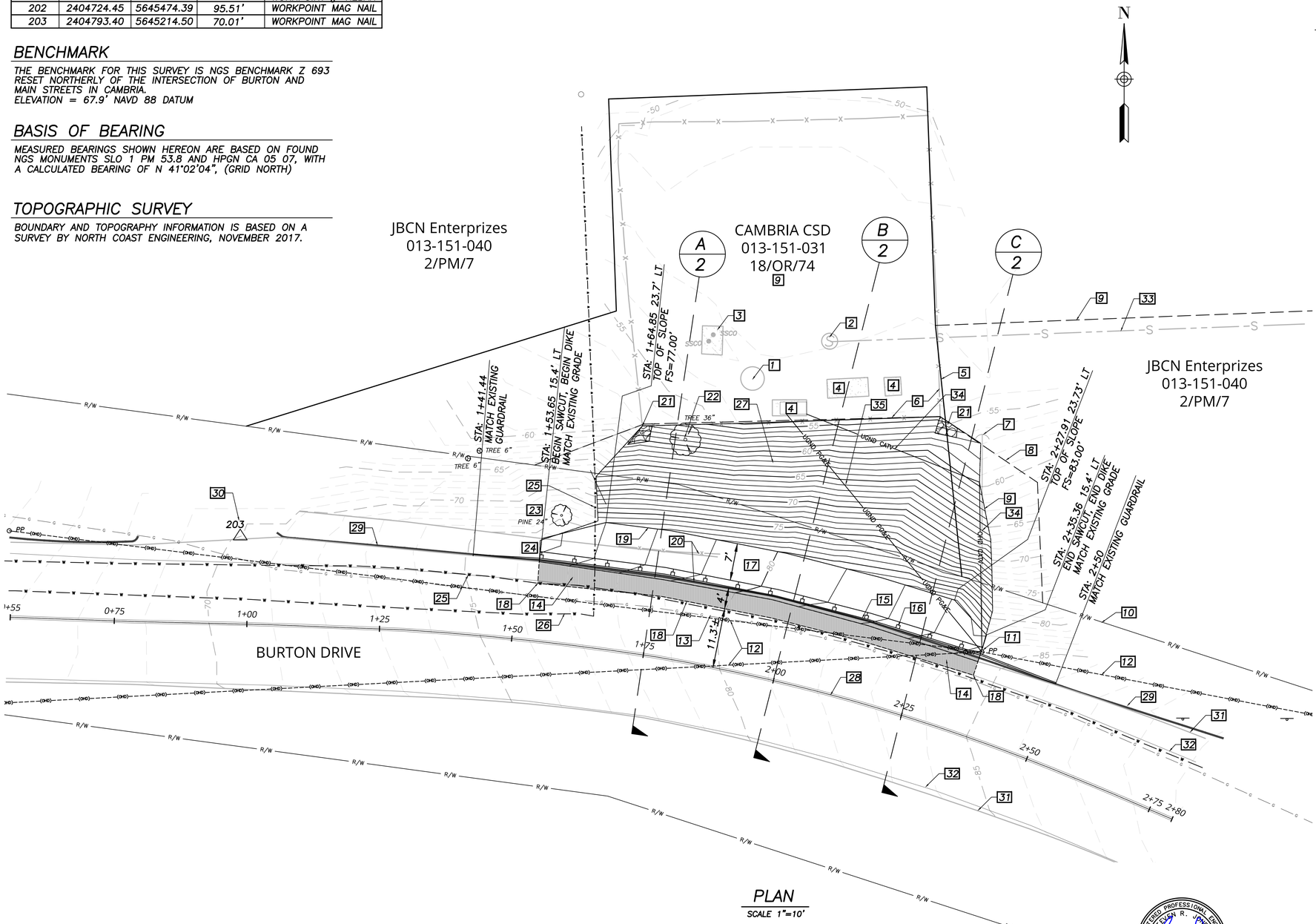
THE BENCHMARK FOR THIS SURVEY IS NGS BENCHMARK Z 693 RESET NORTHERLY OF THE INTERSECTION OF BURTON AND MAIN STREETS IN CAMBRIA.
ELEVATION = 67.9' NAVD 88 DATUM

BASIS OF BEARING

MEASURED BEARINGS SHOWN HEREON ARE BASED ON FOUND NGS MONUMENTS SLO 1 PM 53.8 AND HPGN CA 05 07, WITH A CALCULATED BEARING OF N 41°02'04", (GRID NORTH)

TOPOGRAPHIC SURVEY

BOUNDARY AND TOPOGRAPHY INFORMATION IS BASED ON A SURVEY BY NORTH COAST ENGINEERING, NOVEMBER 2017.



PLAN
SCALE 1"=10'

0 1 2 3
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

NOTES

1. EXISTING CCSD SEWER PUMP LIFT STATION
2. EXISTING SEWER MANHOLE
3. EXISTING SEWER CLEANOUT
4. EXISTING PAD MOUNTED ELECTRICAL METER AND COMMUNICATIONS BOX FOR LIFT STATION (PROTECT IN PLACE)
5. PROPERTY LINE
6. EXISTING CHAIN LINK FENCE AND GATE TO BE REMOVED AND RESET
7. EXISTING GUY ANCHOR AND WIRE (PROTECT IN PLACE)
8. PERMANENT SLOPE EASEMENT
9. TEMPORARY CONSTRUCTION EASEMENT OVER ALL PORTIONS OF APN 013-151-031 AS DESCRIBED IN 18/OR/74
10. GRADING CONFORM, MATCH EXISTING SLOPE
11. EXISTING POWER POLE (PROTECT IN PLACE)
12. EXISTING OVERHEAD POWDER AND UTILITY LINES
13. EXISTING 4" INCH GAS MAIN (PROTECT IN PLACE)
14. HATCH REPRESENTS EXISTING ASPHALT CONCRETE TO BE REMOVED AND REPLACED WITH 3.5" HMA OVER 12" CLASS II BASE. STA: 1+53.65 TO 2+35.36, AREA=450sf±
15. CONSTRUCT TYPE "A" HMA DIKE UNDER GUARDRAIL PER SLO CO. DWG. C-3, AND CAL TRANS STANDARD DRAWING A77N4
16. CONSTRUCT MIDWEST GUARDRAIL SYSTEM STEEL POST PER CAL TRANS STANDARD DRAWING A77L2
17. 7' WIDE X 12" THICK DECOMPOSED GRANITE PATHWAY
18. SAWCUT AT EXISTING FOG LINE/ETW
19. TOP OF SLOPE
20. REMOVE WOOD FENCE, WOOD RETAING WALL, AND EXISTING METAL BEAM GUARD RAILING.
21. 4" SUBDRAIN OUTLET, PLACE 4' FOOT X 4' FOOT NO. 2 BACKING (8" INCH DIAMETER ROCK)
22. EXISTING PINE TREE STUMP TO BE REMOVED
23. EXISTING PINE TREE TO REMAIN (PROTECT IN PLACE)
24. EXISTING PATH AND WOOD LAGGING WALL TO REMAIN, REMOVE PORTION OF EXISTING WALL BETWEEN STATION 1+53 AND 2+35
25. EXISIITING 10" INCH WATER MAIN (PROTECT IN PLACE)
26. EXISTING 8" INCH WATER MAIN (PROTECT IN PLACE)
27. 1:1 SLOPED GEOGRID REINFORCED EMBANKEMENT, SEE DETAILS SHEET 2
28. ALIGNMENT CENTERLINE AND CENTERLINE STRIPE BURTON DRIVE
29. EXISTING GUARDRAIL
30. CONTROL POINT, SEE TABLE
31. EDGE OF PAVEMENT
32. EDGE OF TRAVELED WAY AND FOG LINE
33. EXISTING 10" SEWER MAIN (PROTECT IN PLACE)
34. EXISTING COMMUNICATIONS CABLE SERVING LIFT STATION. CABLE IS OVERHEAD CONNECTED TO POLE GUY ANCHOR AND UNDERGROUND TO LIFT STATION.
35. EXISTING UNDERGROUND ELECTRICAL SERVING LIFT STATION METER. WIRE TO BE REMOVED AND RE ROUTED BY OTHERS.

REGISTERED PROFESSIONAL ENGINEER
STEVEN R. JONES
No. 65424
CIVIL
STATE OF CALIFORNIA
4-29-19

BURTON DRIVE MILEPOST 2.0					
SITE PLAN					
CAMBRIA, CA					
Designer	Date	Drawn By	Date	Project Manager	Date
S JONES	4-29-19	S JONES	4-29-19	R. NACCARATI	4-29-19

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CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors AGENDA NO. **3.D.**

FROM: Paavo Ogren, Interim General Manager

Meeting Date: May 23, 2019 Subject: DISCUSSION AND CONSIDERATION OF ADOPTION OF RESOLUTION 19-2019 APPROVING WATER, SUSTAINABLE WATER FACILITY AND SEWER RATE INCREASES EFFECTIVE JULY 1, 2019 AS AUTHORIZED IN RESOLUTION 27-2018 IN ACCORDANCE WITH PROPOSITION 218

RECOMMENDATIONS:
Staff recommends that the Board of Directors adopt Resolution 19-2019 approving water, Sustainable Water Facility (SWF) and sewer rate increases, effective July 1, 2019.

FISCAL IMPACT:
The proposed water, SWF and sewer rate increases are necessary to provide adequate revenues to: a) fund the annual costs of operating and maintaining CCSD's water, SWF, and sewer systems, and b) support increased funding for capital improvements primarily needed to repair, replace, and/or upgrade aging infrastructure. Specifically, the water rate increases are designed to phase in capital improvement funding to an annual level of $700,000 over 3 years; the sewer rate increases are designed to phase in capital improvement funding to an annual level of $800,000 over 3 years; and the SWF rates are designed to help restore balanced budgets assuming the facility is in operation for 2 months of each year on average.

The Bartle Wells analysis indicates that increases prescribed for July 1, 2019 will increase water rates by 10%, SWF rates by 14% and sewer rates by 15%. Details associated with the rate increases are illustrated in Exhibit "A" attached to Resolution 27-2018 and Resolution 19-2019.

DISCUSSION:
On October 4, 2018, the Board of Directors held a public hearing to consider adoption of Resolution 27-2018 establishing water, SWF and sewer rates for the then current fiscal year and increases on July 1, 2019 and July 1, 2020, and to determine if a majority protest to the proposed rate increases existed at that time. Water, SWF and sewer rate analysis and recommendations were prepared by Bartle Wells Associates. The October 4, 2018 meeting followed a number of prior meetings with CCSD's ad hoc Rate Study Committee and the Board of Directors that occurred from April through June 2018. Although a significant number of protests were received at the October 4, 2018 public hearing, a majority protest did not exist and Resolution 27-2018 was adopted.

As set forth in the notice required under Proposition 218 (Notice) leading to the adoption of Resolution 27-2018, the increases are necessary because the CCSD's utilities rely primarily on

revenues from service charges to fund the costs of providing service. As such, water, SWF and sewer rates must be set at levels adequate to fund the costs of operating and maintaining the District's water, SWF and sewer utility systems to support safe and reliable service. The Notice also indicated that the proposed rates were needed to fund capital improvement costs for repairing and replacing aging infrastructure. Many of CCSD's facilities are approaching the end of their useful operating lives and are in need of rehabilitation and/or replacement. These facilities include aging water and sewer pipelines, water pump stations, sewer lift stations, and CCSD's wastewater treatment facilities. Additional infrastructure improvements are needed to comply with regulatory requirements, including capital improvements to CCSD's Sustainable Water Facility and wastewater treatment plant.

Today's recommended action to adopt Resolution 19-2019 is in accordance with Resolution 27-2018 and Proposition 218. At the time that Resolution 27-2018 was adopted, the Board could have established automatic rate increases effective on July 1, 2019 and July 1, 2020. Instead, the Board opted to have those increases specifically considered and approved by the Board prior to implementation. By doing so, the Board reserved the right to review the fiscal status of the District's Water, SWF and Wastewater Funds before implementing the rate increases.

On April 23, 2019, the Finance Committee considered and approved findings supporting the July 1, 2019 rate increases on a 4-1 vote. Those findings are incorporated into the attached Resolution 19-2019. The findings include consistency with the needs established at the time Resolution 27-2018 was adopted on October 4, 2018. Additional findings were adopted by the Finance Committee supporting the rate increases and which identify actions taken by the District to establish goals, and promote accountability, cost effectiveness, coordination of standing committee efforts and budgetary actions, consistent with the need for the increases established in Resolution 27-2018.

Attachments: Resolution 19-2019

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS:___ PIERSON___ FARMER ___RICE ___ STEIDEL ___ HOWELL___

RESOLUTION NO. 19-2019
May 23, 2019

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CAMBRIA COMMUNITY SERVICES DISTRICT APPROVING WATER, SUSTAINABLE WATER FACILITY AND WASTEWATER RATE INCREASES EFFECTIVE JULY 1, 2019

WHEREAS, after holding a public hearing in accordance with the requirements of Proposition 218, on October 4, 2018, the Board of Directors adopted Resolution 27-2018 approving Water, Sustainable Water Facility, and Wastewater rate increases; and

WHEREAS, Exhibit "A" of Resolution 27-2018 provided for rate increases effective on July 1, 2019 and July 1, 2020, which increases are subject to annual review by the Board of Directors prior to implementation; and

WHEREAS, at its meeting on April 23, 2019, the Finance Committee reviewed recommendations to approve the Water, Sustainable Water Facility (SWF) and Wastewater rate increases and made the following determinations:

a. The need for the rate increases continues and includes ensuring that there are sufficient revenues from service charges to fund the cost of providing service, including the costs of operating and maintaining CCSD's water, SWF and sewer systems to support safe and reliable service.

b. That the rate increases also continue to be necessary to:

    i. Support funding for capital improvements primarily needed to repair, replace and/or upgrade aging infrastructure.
    ii. To help keep revenues in line with the future cost of inflation.

c. That the rates to be imposed cover no more than the cost that the District incurs as detailed in the Water, SWF and Sewer Rate analysis prepared by Bartle Wells Association, which was reviewed and considered by the Board of Directors when the Board approved Resolution 27-2018 adopting water, sustainable water facility, and sewer rates, including rates prescribed to be effective on July 1, 2019; and

WHEREAS, the Finance Standing Committee also approved the following additional findings:

a. To help ensure that the revenues generated from the rates are used for intended purposes, the District is implementing measures to promote accountability, including the following:

i. To help ensure that the rate increases are spent consistent with the details included in the Bartles Wells analysis, the District Board of Directors established formal goals including an annual Proposition 218 rate review process.
ii. To help ensure that District goals are carried out, the Board of Directors also assigned specific goals to its standing committees, including the Finance Committee.
iii. To help ensure that the goal to establish a Proposition 218 rate review process is carried out, the Finance Committee established an ad hoc committee to work with District staff in establishing a financial model to monitor actual revenues and expenditures with comparisons to approved budgets and the Bartle Wells analysis and quantification of variances.
iv. That the Finance Committee and the Board of Directors have reviewed the financial model, and to promote accountability over the water, SWF, and sewer rates, the financial model is now utilized for fiscal year 2018/19 mid-year budget analysis and will be used for future year budgets and comparisons to the Bartle Wells analysis.

b. To help ensure that the District's operations and maintenance, and implementation of capital projects, major maintenance projects and other programs and activities are cost effective, the Board of Directors also established goals for the Resource and Infrastructure Committee, which has reviewed District programs and projects, priorities, cost estimates and toured District facilities.

c. To help ensure coordination between the District's standing committees, an annual joint meeting will be considered by the committee chairs prior to the meeting whereat the Board of Directors will consider approving the District's annual budget.

d. That the District's annual budget must include provisions for reserves, and the use of reserves, based on the Bartles Wells analysis that was considered by the Board when Resolution 27-2018 was approved and to account for the variances between actual revenues collected and actual expenditures.

e. That the need for the rate increases continue to exist, that the District is implementing goals and measures to help ensure that revenues generated are utilized for the purposes which they are intended, and that it is in the best interests of the community of Cambria to implement the rate increases prescribed in Exhibit "A" of Resolution 27-2018, effective July 1, 2019; and

WHEREAS, at its May 23, 2019 meeting, after giving notice as required by Government Code Section 53756, the Board of Directors conducted a review of the recommendations of the Finance Committee and the need for the July 1, 2019 Water, Sustainable Water Facility, and Wastewater rate increases.

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the Cambria Community Services District that the July 1, 2019 Water, Sustainable Water Facility, and Wastewater rate increases, as set forth in Exhibit "A" of Resolution 27-2018, a copy of which is attached hereto and incorporated herein by reference, are hereby approved and shall be implemented.

PASSED AND ADOPTED this 23rd day of May 2019.

David Pierson, Board President

ATTEST:

Monique Madrid
District Clerk

APPROVED AS TO FORM:

Timothy J. Carmel
District Counsel

EXHIBIT A TO RESOLUTION 19-2019

(ALSO EXHIBIT A TO RESOLUTION 27-2018)

WATER RATES

	Water Rates Effective On or After		
	November 1 2018	**July 1 2019**	**July 1 2020**
FIXED WATER SERVICE CHARGES			
Residential			
Monthly Charge	$15.86	$17.45	$18.32
Bi-Monthly Charge	*31.72*	*34.90*	*36.64*
Commercial			
Monthly Charge (based on meter size)			
5/8" or 3/4"	$15.86	$17.45	$18.32
1"	39.65	43.63	45.80
1-1/2"	79.30	87.25	91.60
2" & Larger	158.60	174.50	183.20
Bi-Monthly Charge (based on meter size)			
5/8" or 3/4"	$31.72	$34.90	$36.64
1"	79.30	87.26	91.60
1-1/2"	158.60	174.50	183.20
2" & Larger	317.20	349.00	366.40
WATER QUANTITY CHARGES			
Billed based on metered water use ($/ccf)			
Residential			
Tier 1 (Bi-Monthly: First 4 ccf; Monthly: First 2 ccf)	$8.08	$8.89	$9.33
Tier 2 (Bi-Monthly: 4.01 - 16 ccf; Monthly: 2.01 - 8 ccf)	10.57	11.63	12.21
Tier 3 (Bi-Monthly: > 16 ccf; Monthly: > 8 ccf)	11.79	12.97	13.61
Commercial			
Rate for All Water Use	$10.57	$11.63	$12.21

Note: 1 ccf = 100 cubic feet, or approximately 748 gallons

SUSTAINABLE WATER FACILITY RATES

			SWF Rates Effective On or After		
			November 1 2018	July 1 2019	July 1 2020
FIXED SERVICE CHARGES					
Residential					
Monthly Charge			$7.93	$9.04	$10.13
Bi-Monthly Charge			15.86	18.08	20.26
Commercial					
Monthly Charge (based on meter size)					
5/8" or 3/4"			$7.93	$9.04	$10.13
1"			19.83	22.60	25.33
1-1/2"			39.65	45.20	50.65
2" & Larger			79.30	90.40	101.30
Bi-Monthly Charge (based on meter size)					
5/8" or 3/4"			$15.86	$18.08	$20.26
1"			39.66	45.20	50.66
1-1/2"			79.30	90.40	101.30
2" & Larger			158.60	180.80	202.60
QUANTITY CHARGES					
Billed based on metered water use ($/ccf)					
SWF Quantity Charges					
Tier	Bi-Monthly	Monthly			
Tier 1	First 4 ccf	First 2 ccf	$1.75	$1.99	$2.23
Tier 2	4.01 - 16 ccf	2.01 - 8 ccf	3.50	3.99	4.47
Tier 3	> 16 ccf	> 8 ccf	5.25	5.98	6.70

Note: 1 ccf = 100 cubic feet, or approximately 748 gallons.

SEWER RATES

	Sewer Rates Effective On or After		
	November 1 2018	**July 1 2019**	**July 1 2020**
FIXED SEWER SERVICE CHARGES			
All Accounts			
Monthly Charge	$35.74	$41.10	$46.03
Bi-Monthly Charge	*71.48*	*82.20*	*92.06*
SEWER QUANTITY CHARGES			
Billed based on metered water use ($/ccf)			
Residential	$4.13	$4.75	$5.32
Commercial			
Wastewater Class			
Class 1: Low Strength	$3.62	$4.16	$4.66
Class 2: Medium Strength	4.13	4.75	5.32
Class 3: Mod/High Strength	6.36	7.31	8.19

Class 1 includes lower strength accounts including professional offices, retail stores, laundromats, & schools.

Class 2 includes all other commercial accounts (with standard/domestic strength wastewater) that are not classified as either Class 1 or Class 3.

Class 3 includes accounts with moderate to high wastewater strength including restaurants, hotels with restaurants, bakeries, mortuaries, markets with meat/seafood/food prep/garbage grinders, and mixed-use accounts with an estimated 30% or more sewer discharge from higher strength wastewater flow.

Note: 1 ccf = 100 cubic feet, or approximately 748 gallons.

CCSD reserves the right to assign commercial customers to the class that best matches their wastewater strength.

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors AGENDA NO. **4.A.**

FROM: Pamela Duffield, Finance Manager

Meeting Date: May 23, 2019 Subject: DISCUSSION AND CONSIDERATION OF ADOPTION OF THE ITEMIZED REPORT OF WATER AND WASTEWATER STANDBY OR AVAILABILITY CHARGES FOR COLLECTION ON THE COUNTY TAX ROLLS

RECOMMENDATIONS:
At the close of the public hearing, staff recommends that the Board of Directors adopt Resolution 17-2019 Confirming the Itemized Report of Water and Wastewater Standby or Availability Charges, so that the charges can be collected on the County tax rolls.

FISCAL IMPACT:
Collection of the FY 2019/20 Water and Wastewater Standby or Availability Charges through the County tax rolls will ensure that those charges are collected by the CCSD in the most cost-efficient manner, as permitted by State law.

DISCUSSION:
At the April 11, 2019 regular meeting, the Board of Directors fixed Water and Wastewater Standby or Availability Charges, pursuant to Government Code section 61124(b). These charges are imposed on owners of all developed parcels and owners of undeveloped parcels with intent to serve letters or connection permits. These charges are a critical revenue source for CIP, major maintenance and capital outlay projects. Resolution 17–2019 confirms the itemized report of Water and Wastewater Standby or Availability Charges and authorizes their collection on the County tax rolls, pursuant to Government Code section 61115(b).

The County Auditor-Controller's Office requires that the resolutions submitted to them for charges and assessments to be collected on the tax rolls expressly recite the statutory authority for collection by the County in that manner. Accordingly, the Resolution confirming the itemized report of the FY 2019/20 Water and Wastewater Standby or Availability Charges is being presented to the Board for adoption, so that it can be submitted to the County and the charges can be collected on the tax rolls. This Resolution is presented in a format that is acceptable to the County.

Attachments: Resolution 17-2019
Exhibit A to Resolution 17-2019

BOARD ACTION: Date_____ Approved:_____ Denied: _____

UNANIMOUS:_____PIERSON___FARMER___RICE___STEIDEL___HOWELL____

RESOLUTION 17-2019
May 23, 2019

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CAMBRIA COMMUNITY SERVICES DISTRICT CONFIRMING THE ITEMIZED REPORT OF WATER AND WASTEWATER STANDBY OR AVAILABILITY CHARGES

WHEREAS, by Resolution No. 12-2019 the Board of Directors of the Cambria Community Services District fixed the Water and Wastewater Standby or Availability Charges for all parcels within the CCSD, with the exclusion of those unimproved parcels that have not been issued an "Intent to Serve" letter or connection permit, for Fiscal Year 2019/2020; and

WHEREAS, the Cambria Community Services District, pursuant to Government Code Section 61124, may continue to collect standby and availability charges established in accordance with former Chapter 1 (commencing with Government Code Section 61750) of the former Part 6 of Division 1 in successive years; and

WHEREAS, the Interim General Manager has filed with the District Clerk a report describing each parcel and the amount of Water and Wastewater Standby or Availability Charges to be assessed against each parcel for the Fiscal Year 2019/2020, which report is designated as Exhibit "A," and is incorporated herein by reference as though fully set forth;

WHEREAS, at 2:00 PM, on May 23, 2019, at the Veterans Memorial Building, 1000 Main Street, Cambria, California, the time and place set forth in the notice of public hearing concerning the placing of annual Water and Wastewater Standby or Availability Charges on the tax rolls, any person interested, including all persons owning property within the District, were given the opportunity to appear and be heard concerning this matter.

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

1. The recitals set forth hereinabove are true, correct and valid.

2. Said itemized report, Exhibit "A," attached hereto, copies of which are on file in the office of the Cambria Community Services District and are available there for public inspection, be and is hereby ordered confirmed.

3. The CCSD General Manager, or his designee, shall transmit a copy of this Resolution to the County Auditor.

4. Pursuant to Government Code Section 61115(b), the County Auditor and the County Tax Collector be and hereby are authorized and directed to do all acts necessary and proper to place on the 2019/2020 tax rolls the respective charges set forth in said confirmed itemized report attached as Exhibit "A," and to collect these Water and

Wastewater Standby or Availability Charges on the property tax bill, plus such administrative charges allowed by law.

5. As a result of the confirmation of said itemized report, the amounts of the Water and Wastewater Standby or Availability Charges set forth in said itemized report are thereby made special assessments and shall become liens against the respective parcels of real property in the Cambria Community Services District.

6. This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was adopted at a Regular Meeting of the Board of Directors of the Cambria Community Services District held on May 23, 2019.

Passed and adopted this 23rd day of May, 2019 by roll call votes:

Ayes:
Nays:
Absent:

David Pierson, President
Board of Directors

ATTEST:

Haley Dodson
Deputy District Clerk

APPROVED AS TO FORM:

Timothy J. Carmel
District Counsel

Cambria Community Services District Water/Wastewater Standby Availability 2019/2020 Tax Year

Parcel Number	Water Availability	Wastewater Availability
013.081.052	45.00	-
013.081.075	45.00	-
013.081.078	61.20	-
013.081.081	45.00	-
013.081.082	45.00	-
013.084.001	46.34	-
013.084.002	46.34	-
013.084.005	45.00	-
013.084.007	46.34	-
013.084.008	45.00	-
013.084.009	45.00	-
013.084.010	45.00	-
013.084.012	46.34	-
013.084.016	46.34	-
013.084.019	45.00	-
013.084.020	46.34	-
013.084.021	45.00	-
013.084.022	45.00	-
013.084.023	46.34	-
013.084.024	45.00	-
013.084.025	45.00	-
013.084.026	45.00	-
013.084.027	45.00	-
013.084.029	46.34	-
013.084.030	46.34	-
013.084.031	46.34	-
013.084.032	45.00	-
013.084.033	45.00	-
013.084.034	45.00	-
013.084.037	46.34	-
013.084.038	46.34	-
013.084.040	45.00	-
013.084.043	45.00	-
013.084.044	46.34	-
013.084.045	45.00	-
013.084.047	45.00	-
013.084.048	46.34	-
013.084.049	46.34	-
013.084.050	45.00	-
013.084.051	45.00	-
013.084.055	46.34	-
013.084.058	45.00	-
013.084.059	45.00	-
013.085.001	45.00	-

013.085.002	45.00	-
013.085.003	45.00	-
013.085.004	45.00	-
013.085.005	45.00	-
013.085.006	45.00	30.00
013.085.007	45.00	30.00
013.085.008	45.00	30.00
013.085.009	45.00	30.00
013.085.010	45.00	30.00
013.085.011	45.00	-
013.085.012	45.00	-
013.085.013	45.00	-
013.085.014	45.00	-
013.085.018	45.00	-
013.085.019	45.00	-
013.085.020	45.00	-
013.085.021	45.00	-
013.101.006	46.34	30.90
013.101.007	45.00	30.00
013.101.018	47.70	31.80
013.101.043	51.74	34.50
013.101.046	46.34	30.90
013.101.059	45.00	30.00
013.101.060	45.00	30.00
013.101.064	45.00	30.00
013.101.066	45.00	30.00
013.101.067	46.34	30.90
013.101.068	45.00	30.00
013.101.069	45.00	30.00
013.101.070	45.00	30.00
013.101.071	45.00	30.00
013.101.073	45.00	30.00
013.101.074	45.00	30.00
013.101.081	45.00	30.00
013.101.083	53.10	35.40
013.101.084	45.00	30.00
013.111.004	45.00	30.00
013.122.005	45.00	-
013.122.006	45.00	-
013.124.001	45.00	30.00
013.124.002	45.00	30.00
013.124.003	45.00	30.00
013.124.004	45.00	30.00
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013.124.008	45.00	30.00

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013.124.014	45.00	30.00
013.124.015	45.00	30.00
013.124.016	45.00	30.00
013.124.017	45.00	30.00
013.124.018	45.00	30.00
013.124.019	45.00	30.00
013.124.020	45.00	30.00
013.124.021	45.00	30.00
013.131.034	46.34	-
013.131.035	47.70	31.80
013.131.037	45.00	30.00
013.141.010	46.34	30.90
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013.141.014	47.70	31.80
013.141.015	46.34	30.90
013.141.016	46.34	30.90
013.141.017	51.74	34.50
013.151.006	45.00	30.00
013.151.011	45.00	30.00
013.151.012	46.34	30.90
013.151.019	46.34	30.90
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013.151.023	46.34	30.90
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013.151.034	50.40	30.00
013.151.035	49.04	32.70
013.151.037	49.04	32.70
013.151.038	47.70	31.80
013.151.039	49.04	32.70
013.151.042	46.34	30.90
013.151.047	45.00	30.00
013.151.048	49.04	32.70
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013.181.015	45.00	30.00
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013.221.009	45.00	30.00
013.221.013	45.00	30.00
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013.241.014	45.00	30.00
013.241.017	45.00	30.00
013.241.018	45.00	30.00
013.241.025	45.00	30.00
013.241.026	46.34	30.90
013.241.027	45.00	30.00
013.241.028	45.00	30.00
013.241.029	45.00	30.00
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013.242.005	45.00	30.00
013.242.008	45.00	30.00
013.242.011	45.00	30.00
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013.251.007	46.34	30.90
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013.264.018	45.00	30.00

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013.293.011	45.00	30.00
013.293.012	45.00	30.00
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013.294.006	45.00	30.00
013.294.010	45.00	30.00
013.294.016	45.00	30.00
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013.301.008	45.00	30.00
013.301.010	45.00	30.00

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013.301.027	45.00	30.00
013.301.028	45.00	30.00
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013.301.030	45.00	30.00
013.301.031	45.00	30.00
013.301.035	45.00	30.00
013.301.036	45.00	30.00
013.301.037	45.00	30.00
013.301.038	45.00	30.00
013.301.039	45.00	30.00
013.301.040	45.00	30.00
013.301.041	45.00	30.00
013.301.042	45.00	30.00
013.301.045	45.00	30.00
013.301.048	45.00	30.00
013.301.049	45.00	30.00
013.301.050	45.00	30.00
013.301.051	45.00	30.00
013.311.002	45.00	30.00
013.311.003	45.00	30.00
013.311.004	45.00	30.00
013.311.005	45.00	30.00
013.311.006	45.00	30.00
013.311.007	45.00	30.00
013.311.009	45.00	30.00
013.311.010	45.00	30.00
013.311.013	45.00	30.00
013.311.014	45.00	30.00
013.311.015	45.00	30.00
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023.373.032	45.00	30.00
023.373.036	45.00	30.00
023.373.038	45.00	30.00
023.373.042	45.00	30.00

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023.425.053	45.00	30.00

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