

Oceano Community Services District

1655 Front Street, P.O. Box 599, Oceano, CA 93475

(805) 481-6730

FAX (805) 481-6836

AGENDA BOARD OF DIRECTORS MEETING

1655 Front Street 6:30 PM Oceano Wednesday

October 27, 2010

BOARD MEMBERS
Vern Dahl, President
Mary K. Lucey, Director
Lori J. Angello, Director

Pamela Dean, Vice President Jim Hill, Director

SECRETARY TO THE BOARD Raffaele F. Montemurro General Manager FIRE CHIEF Chief Michael E. Hubert

ALL ITEMS APPEARING ON THE AGENDA ARE SUBJECT TO BOARD ACTION

- 1. Roll Call
- 2. Flag Salute
- 3. Public Comment *

Any member of the public may address the Board on any item of interest within the jurisdiction of the Board. The Board will listen to all communications; however, in compliance with the Brown Act, the Board cannot act on items not on the agenda.

- 4. Board Member Comment *
- 5. Review and Approval of Minutes
 - a. October 13, 2010

Board of Directors Meeting Page 2 October 27, 2010

Cash Disbursements
 Recommend Approval of Bills as submitted

Administrative Items

- a. Recommend increases Both Water Rates and Sewer Rates
 Recommend Rate increase: The water rates have not been adjusted since 1997.

 At this time Expenditures are Greater than Revenue and services are at risk.
 Set date for public hearing and (Start Proposition 218 Process ASAP)
- b. Properties on 19th Street: Offer of Dedication to the County Per completion of 19th Street
- Discussion District Finances:
 Revenue, Expenditures, and Cash on hand.
- d. Resolution NO 2010 17 Approving an Amendment to the water Supply Contract.
 Recommend Approval Contract with the County Flood Control & Conservation District
- e. <u>Amendment No.2 Contract between County Flood Control and Water Conservation District and</u> OCSD Recommend Approval

Board of Directors Meeting Page 3 October 27, 2010

8. Utility Items

- a. <u>Cleaning and Inspection of District Sewer and Water Lines</u>
 Continual Disclosure of the Emergency Declared by the Board of Directors
 Concerning the Cleaning and Inspection of the District Sewer and Water Mains.
- Will Serve Letter: APN 062-282-007 OCSD Proj #6349 SLO CO #2005-0015
 Owner/Project: Castaneda /3 Lot Split
 Recommend Approval: Request for renewal
- 9. Reports of District Representatives *

This item gives the President and Board Members the opportunity to present reports to other members regarding committees, commissions, boards, or special projects on which they may be participating.

- a. PRESIDENT VERN DAHL
 - (1) SSLOCSD
 - (2) OAC
 - (3) Other

- 10 06 2010 & 10-20-2010
- b. VICE PRESIDENT PAMELA DEAN
 - (1) Other
- c. **DIRECTOR JIM HILL**
 - (1) Other
- d. DIRECTOR MARY LUCEY
 - (1) Zone 3 Advisory
 - (2) Other

09 -23 - 2010

- e. **DIRECTOR LORI ANGELLO**
 - (1) Other

Board of Directors Meeting Page 4 October 13, 2010

- 10. General Manager Items/Discussion *
 - a. Meter up date
 - b. Other
- Public Comment *
- 12. Board Member Discussion *
- Board Member items for the next Board Meeting Agenda*
- 14. Written Communications (Correspondence for the Board Received After Preparation of this Agenda is Presented by the General Manager)

Adjournment

*Oral Presentation/Discussion

ALL ITEMS APPEARING ON THE AGENDA ARE SUBJECT TO BOARD ACTION

Consistent with the American with Disabilities Act and California Government Code §54954.2 requests for disability related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires the modification or accommodation in order to participate at the referenced public meeting by contacting the District General Manager at 805-481-6730.

P.O. Box 599/Oceano, CA 93475 1655 Front Street/Oceano, CA 93445 (805) 481-6730 / FAX (805) 481-6836

OCEANO COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS MEETING

Oceano Wednesday
October 13, 2010

The meeting was called to order by President Dahl at 6:35 pm

1. Roll Call

Present: VP Dean, Director Hill, Director Angello, Director Lucey, President Dahl

Absent: None

Staff Present: Raffaele F. Montemurro, Board Secretary/General Manager

CarolAnn Pardo, Deputy Secretary to the Board

Staff Absent: Mike Hubert, Fire Chief

Alex Simas, District Legal Counsel

Dan Silveira, Utility Operations Lead Person

Flag Salute

President Dahl led the flag salute

Public Comment *

Bill Smith, Oceano, stated he didn't want the water rates raised until the new meters have been installed

Terry Sweetland, Oceano, stated that the prior audits be completed prior to raising rates. Mr. Sweetland commented on the PMT study

Nina Grabriel, Oceano, announced a few items of discussion that happened during the County Planning meeting held at the Regional Center

Jolisa Hernandez, invited Board of Directors and the public to a meet and great with Mr. Zimmerman at the Oceano Depot on October 16, 2010 from 11-2

Board Member Comment *

VP Dean stated that she attended the presentation of the Five Cities Fire Authority on October 13, 2010

Director Hill stated that he attended the presentation of the Fives Cities Fire Authority on October 13, 2010

Director Angello stated that she attended the Five Cities Fire Authority presentation and the County Planning meeting at the Regional Center and announced the next County Planning meeting is next week and encouraged the public to attend

- Review and Approval of Minutes
 - September 22, 2010

After public comment, Board discussion, a motion by Director Angello second by Director Hill the following motion was adopted: approval of the September 22, 2010 minutes as presented

by voice vote, 4-0 with VP Dean abstaining

- Report for August and September, 2010 Commander Ken Conway, Sheriff's South Station No report given
- Cash Disbursements

GM Montemurro recommended approval of bills as submitted

OCEANO COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS MEETING

Oceano Wednesday

October 13, 2010

After public comment, Board discussion, a

motion by Director Hill second by Director Lucey

the following motion was adopted: approval of the cash disbursements as presented by GM Montemurro by voice vote, 5-0

8. Administrative Items

a. Discussion District Water Rates

Steve Tanaka from the Wallace Group introduced Clayton Tuckfield. Mr. Tuckfield presented to the Board and the public to the Water and Wastewater Rate Study

After public comment, Board discussion, a

motion by Director Hill,

second by Director Lucey

the following motion was adopted: to recess from 9:14 pm and return from recess at 9:25 pm

by voice vote, 5-0

The Board directs the staff to talk with other agencies on the temporary and permanent sale of water, where are we today, what are the differences between the fixed and consumption charges, how much excess water is available, and arrange a committee of the whole meeting to address the Tuckfield Rate Study to be held on Wednesday, October 20, 2010 at 7:30 at the Distinct Board Room

b. Discussion District Accounting and past Audit processes

Have accountants' from Glenn, Burdette, Phillips & Bryson prepare info for DA Request

The Board directed staff to move forward by providing the total billing, total receipts, and bank deposits for the Glenn, Burdette, and Bryson

Consultant Agreement between Oceano Community Services District and GEI Consultant

Montemurro recommended approval: Consultant will Monitor Ground Water, Water Quality, and help with Quarterly Report

After public comment, Board discussion, a motion by Director Hill second by VP Dean

and the following roll call vote:

Ayes: Director Hill, VP Dean, Director Angello, Director Lucey, President Dahl

Nays: None

Absent: None

the following motion was adopted: to approve the consultant agreement between Oceano Community Services District and GEI Consultant from the staff recommendation

After public comment, Board discussion, a

motion by President Dahl

second by Director Angello

the following motion was adopted: to recess from 10:30 pm and return from recess at 10:35 pm $\,$

by voice vote, 5-0

OCEANO COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS MEETING

Oceano Wednesday

October 13, 2010

After public comment, Board discussion, a

motion by Director Lucey

second by VP Dean

the following motion was adopted: to table agenda items:

8e Discussion Board Room Activity and Usage

- 10 Reports of District Representatives
- 11 General Manager Items/Discussion
- 13 Board Member Discussion
- 15 Written Communications

by voice vote, 5-0

d. Discussion The Sanitation District: Management of District

DE Wallace presented the recent events, activities, and possible changes at the Sanitation District

e. Discussion Board Room Activity and usage

The Board tabled item

- 9. Utility Items
 - a. Cleaning and Inspection of District Sewer and Water Lines

After public comment, Board discussion, a motion by VP Dean second by Director Lucey

and the following roll call vote:

Ayes: VP Dean, Director Lucey, Director Hill, Director Angello, President Dahl

Navs: None

Absent: None

the following motion was adopted: Continual Disclosure of the Emergency Declared by the Board of Directors Concerning the Cleaning and Inspection of the District Sewer and Water Mains following the San Simeon earthquake

Director Angello recused herself

b. Fee Letter: Peoples Self-Help Housing Corp (OCSD #636.00) Six Unit Subdivision 1500 Paso Robles; APN# 062-082-001 and APN# 062-082-002

The Board directed staff to prepare the proper documents needed so that Peoples Self-Help Housing may move forward with the County process

10. Reports of District Representatives *

The Board tabled item

a. PRESIDENT VERN DAHL

The Board tabled item

b. VICE PRESIDENT PAMELA DEAN

OCEANO COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS MEETING

Oceano Wednesday
October 13, 2010

The Board tabled item

c. **DIRECTOR JIM HILL**

The Board tabled item

d. **DIRECTOR MARY LUCEY**

The Board tabled item

e. DIRECTOR LORI ANGELLO

The Board tabled item

11. General Manager Items/Discussion *

a. Meter up date: The Board tabled itemb. Year up date: The Board tabled itemc. Other The Board tabled item

12. Public Comment *

None

13. Board Member Discussion *

The Board tabled item

14. Board Member items for the next Board Meeting Agenda*

Return tabled items
Revisions for rate structure, change minimum charge on 1 inch meter
Quarterly budget report
Audit schedule

15. Written Communications

The Board tabled item

After public comment, Board discussion, a motion by VP Dean second by Director Angello and the following motion was adopted: to adjourn the meeting at 11:15 PM by voice vote, 5-0



Oceano Community Services District

1655 Front Street, P.O. Box 599, Oceano, CA 93475

(805) 481-6730

FAX (805) 481-6836

\$9,155.18	DIRECT DEPOSIT P/R THRU 10/15/10	PR1002	2010-1
14,055.35	REGULAR DISBURSEMENTS THRU 10/27/10	EX1069	2010-1
\$23,210.53	TOTAL PAYMENTS SUBMITTED		
	FOR APPROVAL 10-27-10		
			-
	VOIDED CHECKS:		
	NONE		
\$0.00	TOTAL VOIDED CHECKS		

P/R DATE 10/ CHK DATE 10/	709/10 715/10	OCEA	NO COMMUNITY SERVICES IN DIRECT DEPOSIT LIST		RUN: 10/15/10 9:52:01	PAGE 1 PRDDEP	
EMP# NA	AME	DEDUCTION	DATE	CHECK#			
1-2002 1-2210 1-2220 1-2230 2-3150 2-3150 2-3194	MONTEMURRO, RAFFAELE F DIAZ, ALMA L PARDO, CAROL ANN RUIZ, CELIA Z TORRES, MAXIMIANO A SILVEIRA, DANIEL P LANGSTAFF, STEVEN A	3,463.43 1,438.67 972.74 832.64 .00 1,221.33 1,226.37	10/15/10 10/15/10 10/15/10 10/15/10 10/15/10 10/15/10 10/15/10	51173 51174 51175 51176 51177 51178	NO CHECK THIS PA	AYROLL PER	
	CODED FOR DIRDEP WITH DEDUCTION	9,155.18	TOTAL DIRECT DEPOSIT				

DIRECT DEPOSIT FOR PAYROLL THRU 10-15-10

PAYEE	VEND.NO.	CHECK DATE	CHECK #	CHECK AMT	PREPAID
KIRK & SIMAS AGP VIDEO WALLACE GROUP PATRICK SCHIMANDLE PRINCIPAL MUTUAL LIFE INS CO FERGUSON ENTERPRISES, INC #632 SHORELINE LANDSCAPE AND A T & T SM TIRE, INC SLOCTC CLINICAL LABORATORY OF DORAZIO TRUCKING LEE CENTRAL COAST NEWSPAPERS NOSSAMAN, GUTHNER, KNOX ETAL MISSION LINEN SUPPLY QUILL CORPORATION EXECUTIVE JANITORIAL AT&T ADVERTISING & PUBLISHING STANLEY CONVERGENT SECURITY WATER SYSTEMS CONSULTING, INC. TITAN INDUSTRIAL & SAFETY SUPP THE GAS COMPANY J.B. DEWAR, INC. AVCO FIRE EXTINGUISHER CO. BURDINE PRINTING MONTEMURRO, RAFFAELE F.	18780 35541 301100 131000 131000 296018 81355 2982135 910255 22823786 2217435 221743 2	102710 102710	51181 51181 51181 511197 55111987 55111984 55111984 55111984 55111899 55111899 55111899 55111899 55111899 55111899 55111883	4061.49 1260.50 9755.002 8555.69 481.47 4712.00 400.09 3678.80 3248.06 1774.00 1111.20 912.50 82.660 1111.20 912.60 91.90	000000000000000000000000000000000000000
				14055.35 *	

26 RECORDS PROCESSED

10/27/10	OCEANO COMMUNITY SEI	RVICES DISTRICT	RUN: 10/22/10	PAGE 1
1069	REGISTER OF 1	DEMANDS	12:51:41	APWR02-U1
		0930: 097	ie w o	

DETAIL OF DEMANDS	INV.NO.	ACCOUNT	DEPT CHECK NAME NO.	CHECK AMOUNT	JOB/PROJECT	KEY #
SLO CO DIRECTORY AT&T ADVERTISING & PUBLISHI	8103766616 NG00252	01-4100-111	ADMINISTRA 051179	174.00 174.00		130
100210 100210 100210 100210 A T & T	805481673062 805481008558 805489212449 805481776058	01-4100-111 02-4400-111 02-4400-111 03-4500-111	ADMINISTRA WATER WATER SEWER 051180	283.82 43.84 85.13 68.68 481.47		250 260 270 280
09/10 VIDEO SERV	007004161	01-4100-220	ADMINISTRA 051181	1,260.00		200
R&M EXTING AVCO FIRE EXTINGUISHER CO.	002995	01-4200-170	FIRE 051182	60.00		300
SEWER COLLECTION BURDINE PRINTING	13852 04548	03-4500-163	SEWER 051183	18.30 18.30		3 5 0
09/10 PROF SERV CLINICAL LABORATORY OF	08135 910562	02-4400-220	WATER 051184	400.00 400.00		290
16-OCT FUEL 30017 J.B. DEWAR, INC.	744083 11150	03-4500-172	SEWER 051185	82.66 82.66	51780172	440
10/10 SERV/ SUPP EXECUTIVE JANITORIAL	12975	01-4100-173	ADMINISTRA 051186	175.00 175.00		380
MAINT EQUIP: VALVE REP FERGUSON ENTERPRISES, INC #6	6575845	02-4400-163	WATER 051187	835.69 835.69		360
1248-01:ADM 1248-01:EXPS 1248-02:FIRE 1248-05:WATER KIRK & SIMAS	124317 124317 124317 124317 124317	01-4100-223 01-4100-223 01-4200-223 02-4400-223	ADMINISTRA ADMINISTRA FIRE WATER 051188	3,100.00 61.05 440.44 460.00 4,061.49		5 0 6 0 7 0 8 0
09/10 CLOTHING/TOWELS MISSION LINEN SUPPLY	110099	02-4400-100	WATER 051189	268.65 268.65		140
09/10 LIT SERV:27.30%	376398	09-4994-362	WATER LITI	324.01	949960362	190

10/27/10 OCEANO COMMUNI	TY SERVICES DISTRICT	RUN: 10/22	/10 PAGE 2	2		
1069 REGISTER	R OF DEMANDS	12:51	:41 APWR02-U1	L		
DETAIL OF DEMANDS	END.NO.	ACCOUNT	DEPT CHECK NAME NO.	CHECK AMOUNT	JOB/PROJECT	KEY #
NOSSAMAN, GUTHNER, KNOX ETA	23375		051190	324.01		
OFF SUPP OFF SUPP QUILL CORPORATION	8576498 8511298 25743	01-4100-200 01-4100-200	ADMINISTRA ADMINISTRA 051191	154.47 87.03 241.50		210 220
11/10 DENTAL PREM 11/10 LIFE INS PRINCIPAL MUTUAL LIFE INS CO	101235310001 101235310001	01-2166-002 01-2166-003	PAYROLL PAYROLL 051192	733.46 121.56 855.02		4 5 0 4 6 0
1200: FIRE HAZ REDUCING PL LEE CENTRAL COAST NEWSPAPER	RG AD 142683 5 26250	01-4100-235	ADMINISTRA 051193	358.80 358.80		120
WEED ABATE SLOCTC	28218	01-4100-321	ADMINISTRA 051194	402.00 402.00		4 0
0517:R&M 30017 SM TIRE, INC	29600	03-4500-171	SEWER 051195	471.06 471.06	51780171	240
R&M NETWORK:OCT 14-15 R&M NETWORK:OCT 21 PATRICK SCHIMANDLE						110 370
9173:10/10 1655 FRONT 1225:10/10 1687 FRONT 4173:10/10 1685 FRONT 9701:10/10 1685 FRONT SHORELINE LANDSCAPE AND	1503 1503 1503 1503	01-4100-173 01-4200-173 02-4400-163 10-4300-173	ADMINISTRA FIRE WATER FUNDED CON 051197	281.06 33.47 107.07 247.60 669.20	917360173 122560173 417360163 970160173	400 410 420 430
10/15 1655 FRONT 10/15 1689 FRONT 10/15 1935 WILMAR THE GAS COMPANY	14371606006 15211606007 01761523008	01-4100-290 01-4200-290 02-4400-290	ADMINISTRA FIRE WATER 051198	34.32 32.41 24.77 91.50		10 20 30
11/10 ALARM SERV 11/10 ALARM SERV 11/10 ALARM SERV 11/10 ALARM SERV STANLEY CONVERGENT SECURITY	7740545 7740545 7740545 7740545 7740545	02-4400-110 02-4400-110 03-4500-110 01-4200-110	WATER WATER SEWER FIRE 051199	42.00 42.00 42.00 42.00 42.00 168.00	44180220 44080220 57380220 927380220	150 160 170 180

02-4400-175 WATER

1043167

OPER SUPP

102.22

390

10/27/10 OCEANO COMMUNITY SERVICES DISTRICT	RUN: 10/22	/10	PAGE 3			
1069 REGISTER OF DEMANDS	12:51	: 41	APWR02-U1			
DETAIL OF DEMANDS INV.NO. PAYEE VEND.NO.	ACCOUNT	DEPT NAME	CHECK NO.	CHECK AMOUNT	JOB/PROJECT	KEY #
TITAN INDUSTRIAL & SAFETY SUP33525			051200	102.22		
073110 ADMIN 30447 073110 GRND WTR BASIN 30448 083110 SWP 30564 WALLACE GROUP 35541	01-4100-222 02-4400-222 02-4400-222	ADMINIST WATER WATER	RA 051201	1,828.50 167.00 905.00CR 1,090.50		3 2 0 3 3 0 3 4 0
	02 4400 220	илипп	051201			0.0
PROF SERV 061810 PROF SERV 081010 DORAZIO TRUCKING 91005	02-4400-220 03-4500-220	WATER SEWER	051202	130.94 237.01 367.95		90 100
POSTAGE 102110 MONTEMURRO, RAFFAELE F. 91222	01-4100-210	ADMINIST	RA 051203	9.95 9.95		310
LOPEZ LINE: 22.50% 0185-0 WATER SYSTEMS CONSULTING, INC94532	02-4400-220	WATER	051204	111.38 111.38		230
CHECKS WRITTEN				14,055.35		
* PREPAID ITEMS				.00 *		
TOTAL DEMANDS PAID				14,055.35		

SAMPLE

NOTICE OF PROPOSED WATER AND SEWER RATE INCREASES

Date, 20
Dear Record Owner:
This notice is intended to inform you that the Oceano Community Services District (OCSD) will hold public hearings regarding proposed increases to utility charges for customers receiving OCSD water and wastewater (sewer) services. The proposed water and sewer rate increases will be considered by the OCSD Board of Directors at the date, time, and location specified below. If you would like to receive this notice in Spanish, please contact the OCSD at (805) 481-6730. Si le gustaria recibir este document en Español, por favor llame a OCSD (805) 481-6730.
Consistent with the requirements of Proposition 218, this notice also provides you with the following information:
The amount of the proposed increases to water and sewer charges;
 The basis upon which the amount of the proposed increases to water and sewer charges was calculated; and
How to protest the proposed increases to water and sewer charges.
NOTICE OF PUBLIC HEARINGS
Public Hearings for the proposed increases to Water and Sewer Charges will be held on:
Date: Wednesday,, 20 Time: 6:30 PM Place: Oceano Community Services District, 1655 Front Street, Oceano, CA
This notice has been sent to all record owners and to all customers of record that are directly responsible for payment of OCSD water and sewer charges. If adopted by the OCSD Board of Directors, the proposed increases to water and sewer charges would become effective 20

PROPOSED WATER AND SEWER RATE INCREASES

Increases to the bi-monthly base rate and per unit (ccf¹) rate for water and sewer services are proposed for all customer classifications (Residential and Commercial) as follows:

WATER:	% - Effective	20_	(Bill mailed	, 20
SEWER:	% - Effective	20	(Bill mailed	20)

The following tables reflect the proposed bi-monthly water and sewer rate schedules:

Proposed Bi-Monthly Water Rates-Effective 20 Existing Proposed Existing Proposed Residential Residential Commercial Commercial Rate Rate Usage (ccf) Rate Rate Base Rate plus 0-6 \$ \$ \$ Units \$ \$ \$ 7-15 Units-per Unit \$ \$ 16-20 Units-per Unit \$ \$ 21-30 Units-per Unit \$ \$ \$ 31-40 Units-per Unit \$ \$ \$ \$ 41-50 Units-per Unit \$ \$ 51-60 Units-per Unit \$ \$ 61-70 Units-per Unit

Proposed Bi-Monthly Sewer Rates-Effective 20 Existing Proposed Existing Proposed Residential Residential Commercial Commercial Rate Rate Rate Rate Usage (ccf) Base Rate plus 0-1 \$ \$ \$ Units 2 or More Units-per \$

\$

\$

\$

\$

\$

71-80 Units-per Unit 81 or More Units-per

Unit

Unit

A unit equals one ccf "hundred cubic feet;" a hundred cubic feet of water is 748 gallons.

SAMPLE RESIDENTIAL BI-MONTHLY UTILITY SERVICE BILL (CONSUMPTION: 12 UNITS)

Current Rate:			Propose	d Rates: I	Effective	20	
Water	Base	\$	Water	Base	\$		
Water	Units	\$	Water	Units	\$		
Sewer	Base	\$	Sewer	Base	\$		
Sewer	Units	\$	Sewer	Units	\$		\$
Total			Total	LPC-1///C			

BASIS FOR THE PROPOSED WATER AND SEWER RATE INCREASES

WRITTEN PROTEST

Pursuant to Proposition 218, you may express support for or opposition to any or all of the proposed increases to water and sewer charges, **prior to the close of the public hearings** referenced above. A form is attached.

A written protest must contain:

- A statement that it is a protest against the proposed charge which is the subject of the hearing;
 and
- 2. Name of the record owner and
- 3. Identity of the affected parcel by Assessor's Parcel Number (APN) or service address; and
- 4. Original signature of the record owner with respect to the identified parcel.

Written protests must be submitted to the General Manager by:

- Delivery to the General Manager's Office 1655 Front Street Oceano, CA 93475;
- Mail to the OCSD, Attention: General Manager, Post Office Box 599 Oceano, CA 93475; or
- Personally submitting the protests at the public hearing.

A protest may only be submitted by the record owner or customer of record who signed the protest or an individual authorized in writing by the record owner or customer of record to submit the protest. That written authorization shall be provided to the General Manager so the General Manager may accept a protest from someone other than the record owner or customer of record.

QUESTIONS?

Additional information may also be obtained by contacting the OCSD at (805) 481-6730 or via email to the General Manager: raffaele@oceanocsd.org

Sample

I protest the proposed OCSD water/sewer rate increas	e.
Name of record owner	
Address/APN	
Signature	
I authorizewater/sewer rate increase to the OCSD on my behalf.	to submit this protest of
Signature	

Note: Any Statement that incorporates the information in Section 7 A of the attached letter will be acceptable as a protest submittel.

RESOLUTION XX-2010 _____, XX-2010

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE OCEANO COMMUNITY SERVICES DISTRICT
ADOPTING GUIDELINES FOR THE SUBMISSION AND TABULATION OF
PROTESTS IN CONNECTION WITH RATE HEARINGS
CONDUCTED PURSUANT TO ARTICLE XIIID, SECTION 6,
OF THE CALIFORNIA CONSTITUTION,
AND RELATED NOTICING

WHEREAS, Article XIIID, Section 6 of the California Constitution requires the Board of Directors of the Oceano Community Services District (OCSD) to consider written protests to certain proposed increases to utility charges; and

WHEREAS, this constitutional provision does not offer specific guidance as to who is allowed to submit protests, how written protests are to be submitted, or how the OCSD is to tabulate the protests; and

WHEREAS, for purposes of determining protests, Government Code Section 53755(b) provides for one written protest per parcel, and Government Code Section 53750(g) provides that identified parcels are those parcels that an agency has identified as a parcel upon which a proposed fee or charge is to be imposed; and

WHEREAS, to implement these provisions, and given the history of subdivision and development in Oceano, where the OCSD serves customers owning Assessor Parcel Numbers (APN) with more than one lot and the OCSD also serves customers with more than one APN, the attached Guidelines provide that a majority protest is to be determined based upon the number of parcels with active accounts served by the OCSD on the date of the public hearing, and defines "parcel" as a piece of land or property identified by Assessor's Parcel Number that is served by the OCSD, the owner of which is subject to the proposed charge; and

WHEREAS, the Board of Directors of the OCSD may direct the General Manager to mail notice of future proposed water charges and proposed wastewater charges, to each record owner of every parcel served by the OCSD, scheduling the rates protest hearings for a regular Broad Meeting the second or fourth Wednesday of a month at least 60 days after, at Oceano Community Services District, at 6:30 pm, 1655 Front Street, Oceano, CA; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the OCSD hereby adopts the Guidelines for the Submission and Tabulation of Protests attached hereto as Exhibit "A" and incorporated herein by reference.

PASSED, APPROVED AND ADOPTED on this		day of 2	0
	Vern Dahl President		
ATTEST:	APPROVED AS TO	FORM:	
Raffaele F. Montemurro Board Secretary	Alex Simas District Legal Counse		n.

Attachment "A"

OCEANO COMMUNITY SERVICES DISTRICT

GUIDELINES FOR THE SUBMISSION AND TABULATION OF PROTESTS

Where notice of a public hearing with respect to the adoption or increase of a utility charge has been given by the OCSD pursuant to Article XIIID, Section 6(a) of the California Constitution, the following guidelines shall apply.

DEFINITIONS

Unless the context plainly indicates another meaning was intended, the following definitions shall apply in construction of these Guidelines:

- "Parcel" means a piece of land or property identified by Assessor's Parcel Number (APN) that is served by the OCSD, as determined by the San Luis Obispo County Tax Assessor.
- "Record owner" or "parcel owner" means the person or persons whose name or names appear on the San Luis Obispo County Tax Assessor's latest equalized assessment roll as the owner of a parcel.
- A "fee protest proceeding" is not an election, but the General Manager will
 maintain the confidentiality of protests as provided below and will maintain the
 confidentiality and integrity of protests at all times.
- "Public hearing" means the public hearing on the proposed charges.
- 5. "Customer of record" means the person who's name and address appears on the bi-monthly bill. When that is different from the record owner or parcel owner.

NOTICE OF PROPOSED RATES AND PUBLIC HEARING

- Notice Delivery.
 - A. The OCSD shall give notice of proposed charges, notice of protest process, and public hearing on the proposed charges via 1st-class U.S. mail to all record owners and to all customers of record served by the OCSD, effective the date the notice is approved by the Board of Directors, at least Forty-Five (45) days before the date of the public hearing.

- B. The OCSD will mail each notice subject to a request that the U.S. Postal Service provide forwarding address information to the OCSD for any notices forwarded by the U.S. Postal Service.
- C. If the U.S. Postal Service returns any notice to the OCSD as undeliverable and provides the OCSD a forwarding address, the OCSD shall mail the notice to the forwarding address, but its doing so does not extend the time in which protests may be submitted with respect to the proposed charges that are the subject of the public hearing.
- D. The OCSD will provide the notice of proposed charges and public hearing to each record owner and/or record customer who initiates OCSD utility services after the notice is mailed and before the date of the public hearing on the proposed charges, but its doing so does not extend the time in which protests may be submitted with respect to the proposed charges that are the subject of the public hearing.
- E. The OCSD will post the notice of proposed charges and public hearing at its official posting site after the notice is approved by the Board of Directors.

SUBMISSION OF PROTESTS

7. Protest Requirements.

- A. A written protest must include:
 - A statement that it is a protest against the proposed charge which is the subject of the hearing; and
 - (ii) Name of the record owner; and
 - (iii) Identity of the affected parcel by assessor's parcel number or service address; and
 - (iv) Original signature of the record owner with respect to the identified parcel.
- B. Protests shall not be counted if any of the required elements (i thru iv) outlined in the preceding subsection "7.A." are omitted.
- C. A notice of proposed charges may, but need not, include a form by which record owners may note their protest of, or support for, a proposed charge. However, use of such a protest form shall not be required and the OCSD shall accept any protest which complies with these Guidelines.

Protest Submittal.

A. Any record owner or customer of record who is subject to the proposed utility charges, which are the subject of the public hearing, may submit a written

protest to the General Manager, at any time before or during the public hearing:

- Delivery to the Oceano Community Services District's Office, at 1655 Front Street Oceano, CA 93475
- Mail to OCSD, Attention: General Manager,
- Post Office Box #599, Oceano, CA 93475
- Personally submitting the protest at the public hearing.
- B. Protests must be received prior to the end of the public hearing, including those mailed to the OCSD. No postmarks will be accepted;
- C. In order to reduce duplicate protests and to avoid fraud, a protest may only be submitted by the record owner or an individual authorized in writing by the record owner. That written authorization shall be provided to the General Manger.
- D. Designated trustees, legal guardians, probate estate executors or administrators, court-appointed or other legal representatives, or property managers/agents of a record owner may file a protest when authorized by the owner of record. Anyone other than the record owner shall provide the General Manager with the written authorization to act in such capacity.
- E. Emailed protests shall not be counted. Only protests with original signatures shall be counted.
- F. Copied protests shall not be counted. Only protests with original signatures shall be counted.
- G. Although oral comments at the public hearing will not qualify as a formal protest unless accompanied by a written protest, the OCSD Board of Directors welcomes input from the community during the public hearing on the proposed charges.

9. Protest Withdrawal.

Any person who submits a protest may withdraw it by submitting to the General Manager a signed written request that the protest be withdrawn. The withdrawal of a protest shall identify the affected parcel and the name of the owner of record who submitted both the protest and the request that it be withdrawn.

Multiple Record Owners or Customers of Record.

- A. Each record owner or customer of record of a parcel served by the OCSD may submit a protest. This includes, but is not limited to, instances where:
 - A parcel is owned by more than a single record owner or more than one name appears on the OCSD's records.

- (ii) Multiple parcels are served via a single utility account such as master-metered condominium units and multiple family residential units.
- B. Only one protest will be counted per parcel.
- C. Any one protest submitted in accordance with these rules will be sufficient to count as a protest for the identified parcel.

11. OCSD as Record Owner of Parcel.

Parcels owned by the OCSD that receive utility services, shall not be included in the parcel count for tabulation, or in the count of total numbers of parcels served by the OCSD.

12. Transparency, Confidentiality, and Disclosure.

- A. To ensure transparency and accountability in the fee protest tabulation, while protecting the privacy rights of record owners, protests will be maintained in confidence until tabulation begins following the public hearing.
- B. Once a protest is opened during the tabulation, it becomes a disclosable public record, as required by state law.

TABULATION OF PROTESTS

13. Protest Official.

The OCSD shall retain a neutral third-party with experience as the League of Women Voters or any other Non-Governmental elections official (the Protest Official) to determine the validity of all protests. The Protest Official shall not accept as valid any protest if he or she determines that any of the following conditions exist:

- A. The protest does not state its opposition to the proposed charges.
- B. The protest does not name the record owner or record customer of the parcel identified in the protest, as of the date of the public hearing.
- C. The protest does not identify a parcel served by the OCSD which is subject to the proposed charge.
- D. The protest does not bear an original signature of the named record owner with respect to the parcel identified on the protest. Whether a signature is valid shall be entrusted to the reasonable judgment of the Protest Official, who may review and compare it with signatures on file with the County Elections Official and/or the OCSD. If the signature is questionable, it will be retained for further follow-up with the owner or customer of record. Should the count be close enough that any retained

- protest might change it, the Protest Official will mail a notice to the record owner requesting they contact the Protest Official within five (5) business days to verify their signature.
- E. The protest was altered in a way that raises a fair question as to whether the protest actually expresses the intent of a record owner or a customer of record to protest the charges.
- F. The protest was emailed or copied.
- G. The protest was not received by the General Manager before the close of the public hearing on the proposed charges.
- H. The Protest Official's decision that a protest is not valid shall constitute a final administrative action of the OCSD.

14. Majority Protest.

- A. A majority protest exists if protests are timely submitted and not withdrawn by the record owner or customers of record with respect to a majority (50% plus one) of the parcels subject to the proposed charge.
- B. The number of parcels with active customer accounts served by the OCSD on the date of the public hearing shall control in determining whether a majority protest exists.
- C. The OCSD will inform the public of the number of parcels served by the OCSD when the notice of proposed charges is mailed.

Tabulation of Protests.

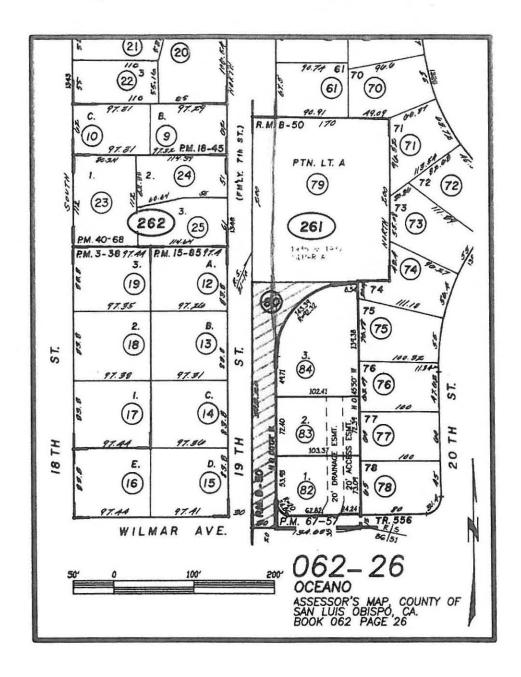
At the conclusion of the public hearing, the Protest Official shall tabulate all protests received, including those received during the public hearing, and shall report the results of the tabulation to the OCSD Board of Directors.

16. Report of Tabulation.

If at the conclusion of the public hearing the Protest Official determines that he or she will require additional time to tabulate the protests, he or she shall so advise the OCSD Board of Directors, which may continue the meeting to allow the tabulation to be completed on another day or days. If so, the OCSD Board shall declare the time and place of tabulation, which shall be conducted in a place where interested members of the public may observe the tabulation, and the Board shall declare the time at which the meeting shall be resumed to receive and act on the tabulation report of the Protest Official.

Oceano Community Services District 19th Street Water Yard Access Road APN 062-261-080

Wrong owner on title-Should be Oceano CSD



Kevin P. Rice PO Box 14107 San Luis Obispo CA 93406-4107 (805) 602-2616 kriceslo@gmail.com

Wednesday, 2010 April 28

Oceano Community Services District PO Box 599 1655 Front Street Oceano CA 93475-0599 (805) 481-6730

SUBJECT:

19TH STREET WATER YARD ACCESS ROAD PARCEL (APN 062-261-080)
WRONG OWNER ON TITLE-SHOULD BE "OCEANO COMMUNITY SERVICES DISTRICT"

It has come to my attention that there is a cloud on the title one of the District's real properties. The road used to access the District's 19th street water yard (highlighted with hatch marks on the enclosed map) is, in fact, owned by Oceano CSD; however, a "wild deed" was erroneously recorded on the parcel in 1978 that asserts ownership by "John Doty".

I have heard many misconceptions about this parcel, including that the District only holds an easement to use the land as an access road to the water yard property. In fact, the District owns this parcel.

The attached documents obtainable from the San Luis Obispo County Recorder reveal the true chain of title for this parcel.

Short Timeline:

- 1952—Three Doty family couples obtained title to a large parcel of Oceano land which included the present water yard and access road.
- 1962—The access road parcel was legally created in and deeded to "Oceano Water Company", a
 water purveyor owned by the Doty family.
- 1968—Assets of the Oceano Water Company (and Avila Water Company) were deeded to the "South San Luis Obispo County Water Company", a non-profit corporation. A "Water System Lease" agreement was entered into between the South SLO County Water Company and the County of San Luis Obispo defining a 25-year lease agreement to pay back a \$545,000 loan from Bank of America. At the end of the lease (according to the lease and loan documents), the South SLO County Water Company was to be dissolved, and all assets would be "distributed to the County."
- 1976—Upon the death of one Doty family member, a will decree made by a Los Angeles County
 judge erroneously declared a partial interest in the access road property be distributed to the
 family member's widow.

- 1978—The three original Doty family couples (two of them now widows) erroneously deed the access road parcel to "John T. Doty, Jr."
- 1990 and 1998—John Doty, Jr. files various erroneous trust deeds on the parcel.

The San Luis Obispo County Assessor's office does currently show (incorrectly) that title to this parcel is held by John Doty. To my knowledge, John Doty, has been paying property taxes on this parcel.

In my opinion, the cloud on this parcel's title needs to be addressed by the District in order to fully enjoy and direct use of their land.

I believe that nothing is owed to Mr. John Doty as it was his family's lack of due diligence which brought this cloud and any ensuing costs borne by him. Any costs resulting from this adverse possession should be considered for collection from Mr. Doty, especially if he is not cooperative in removing this cloud and restoring proper title. Taxes paid by Mr. Doty are between him and the County Assessor as his lack of due diligence is solely to blame.

Included, is my full research and supporting documentation showing chain of title to Oceano CSD and the improper "wild deeds".

Sincerely,

Attachments:

"Chain of Title for APN 062-261-080"

2. "The Wild Deed and Real Property Law"

3. Grantor/Grantee records from SLO County Recorder

Chain of Title for Access Road (APN 062-261-080)

Citation of Official Records herein:

The following convention is used herein to cite official records: [year-doc#: book O.R. page] -- Where "year-doc#" represents a year and the County Recorder's document number and "book O.R. page" represents the starting book and page number where the document is found in the county Official Records.

Examples:

[1952-001840: 645 O.R. 544] — Document # 1952-001840, Book 645 of Official Records, Page 544 [2006-076060: 67 PM 57-59] — Parcel Map book 67, pages 57-59. [1974-031395, 21 RS 10] — Record of Survey 21-10

Individuals and Entities referred to herein:

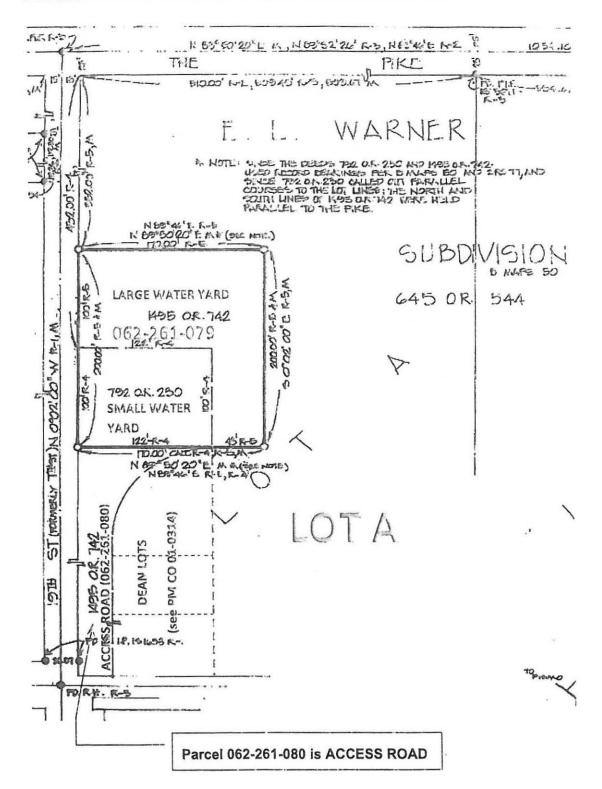
The following definitions are used strictly for convenience and brevity to avoid writing out lengthy names and full legal property descriptions:

- DOTY TRIO Refers to three Doty family couples (husbands and wives) who appear many times in the chain of title for this parcel: J.T. & Lucille Doty, P.E. & Beth Doty, R.T. & Geraldine Doty.
- OCEANO WATER COMPANY –A company, owned by the DOTY TRIO, which provided water to Oceano in the 1950s and 1960s.
- SOUTH SLO COUNTY WATER COMPANY A non-profit company organized in 1968 to lease the purchase of the OCEANO WATER COMPANY (and Avila Water Company) to the County of San Luis Obispo. Under the terms of the lease agreement, the assets of the SOUTH SLO COUNTY WATER COMPANY were irrevocably dedicated to the County of San Luis Obispo upon payment and termination of the lease.

Property Names used for convenience herein:

- ACCESS ROAD Refers to the parcel in question (APN 062-261-080)
- DEAN LOTS Refers to three parcels currently owned by PAMELA DEAN, created from APN 062-261-081, which include APNs 062-261-082, -083, and -084.
- LOT A As depicted in Record of Survey 21-10 Book of Maps B, page 50 (E.L. Warner Subdivision).
- SMALL WATER YARD Original Oceano Water Yard created by [792 O.R. 230], as depicted in Record of Survey 21-10.
- LARGE WATER YARD Oceano Water Yard (APN 062-261-079) created by [1495 O.R. 742] which enlarged the original SMALL WATER YARD, as depicted in Record of Survey 21-10.

Property Names used herein (depicted on RS 21-10 excerpt):



CHAIN OF TITLE FOR "ACCESS ROAD" 062-261-080

Denotes deeds pertaining to ACCESS ROAD

Feb 15, 1952 [1952-001840: 640 O.R. 544] GRANT DEED

Lon & Norma Johnson grant two large parcels to the DOTY TRIO (J.T. & Lucille Doty, P.E. & Beth Doty, R.T. & Geraldine Doty). Parcel 1 of this Grant Deed includes LOT A of the "E.L. Warner Subdivision".

Feb 15, 1952 [1952-001841: 640 O.R. 545) DEED OF TRUST

The **DOTY TRIO** entrust the same property as above to Security Title Insurance and Guarantee Company, naming Lon & Norma Johnson as Beneficiaries.

Feb 23, 1955 [1955-002316: 792 O.R. 229] PARTIAL RECONVEYANCE
Security Title Insurance Company reconveys the portion of LOT A described herein as the SMALL WATER YARD back to the DOTY TRIO.

Feb 23, 1955 [1955-002317: 792 O.R. 230] GRANT DEED
The DOTY TRIO grants the SMALL WATER YARD to OCEANO WATER COMPANY.

Feb 23, 1955 [1955-002318: 792 O.R. 231] DEED OF TRUST OCEANO WATER COMPANY entrusts Security Title Insurance Company with the SMALL WATER YARD, naming the DOTY TRIO as beneficiary.

Jan 5, 1962 [1962-000420: 1164 O.R. 180-182] IRREVOCABLE AND PERPETUAL OFFER TO DEDICATE

The **DOTY TRIO** offer to dedicate the south 15 feet of **LOT A** to the County of SLO for right of way (Wilmar Avenue).

- Jan 5, 1962 [1962-000421: 1164 O.R. 183-184] GRANT DEED
 The DOTY TRIO grants the LARGE WATER YARD and ACCESS ROAD to OCEANO WATER COMPANY.
- Feb 5, 1962 [1962-002673: 1168 O.R. 396] QUITCLAIM DEED

 The DOTY TRIO forever quitclaims the LARGE WATER YARD and ACCESS ROAD to OCEAN WATER COMPANY.

Nov 1, 1968 [1968-021989: 1495 O.R. 742-747] BILL OF SALE, ASSIGNMENT AND DEED

OCEANO WATER COMPANY grants numerous parcels to SOUTH SLO COUNTY WATER CORPORATION. Included in the EXHIBIT "B" contained in the deed is PARCEL 2, which describes the LARGE WATER YARD and ACCESS ROAD.

Nov 1, 1968 [1968-021992: 1496 O.R. 3-80] INDENTURE OF MORTGAGE AND DEED OF TRUST

SOUTH SLO COUNTY WATER COMPANY entrusts to Bank of America all of its assets for the purpose of issuance of Leasehold Mortgage Bonds. Included, as described in EXHIBIT A, Parcel 2, is the LARGE WATER YARD and ACCESS ROAD.

Nov 1, 1968 [1968-021993: 1496 O.R. 81-107] WATER SYSTEM LEASE Lease agreement between SOUTH SLO COUNTY WATER COMPANY and the County of SLO.

X WILD DEED:

Jun 11, 1976 [1976-022523: 1902 O.R. 807-819] WILL SETTLEMENT AND DECREE

Will settlement for estate of P.E. DOTY in which (on page 10, item 54) a 1/3rd interest in LOT A is decreed to his widow, BETH DOTY.

ERROR HERE: all interest in the LARGE WATER YARD and ACCESS ROAD was granted and quitclaimed by the DOTY TRIO to the OCEANO WATER COMPANY in 1962, and sold to SOUTH SLO COUNTY WATER CORPORATION in 1968.

Jun 11, 1976 [1976-022524: 0902 O.R. 820-821] GRANT DEED

The **DOTY TRIO** grant all of **LOT A** to HILL TOP DEVELOPER'S INCORPORATED with the **EXCEPTION** of the **LARGE WATER YARD**, the **ACCESS ROAD**, and also the **DEAN LOTS** (three parcels depicted on Parcel Map CO 01-0314 [2006-076060: 67 PM 57-59]).

WILD DEED:

Feb 22, 1978 [1978-008284: 2049 O.R. 363] GRANT DEED

The **DOTY TRIO** grant to JOHN DOTY, a single man (presumably John Doty, Jr.), all of the **ACCESS ROAD** and **DEAN LOTS**.

ERROR HERE: all interest in the ACCESS ROAD was granted and quitclaimed by the DOTY TRIO to the OCEANO WATER COMPANY in 1962, and sold to SOUTH SLO COUNTY WATER CORPORATION in 1968.

Oct 18, 1979 [1979-048096: 2194 O.R. 805] GRANT DEED JOHN DOTY grants the DEAN LOTS to Philip T. & Sandra Davis.

X WILD DEED:

May 4, 1990 [1990-027977: 3499 O.R. 166-167] TRUST TRANSFER DEED JOHN DOTY grants to JOHN T. DOTY, JR. TRUST all of the ACCESS ROAD.

ERROR HERE: all interest in the ACCESS ROAD was granted and quitclaimed by the DOTY TRIO to the OCEANO WATER COMPANY in 1962, and sold to SOUTH SLO COUNTY WATER CORPORATION in 1968.

May 23, 1995 BOARD OF SUPERVISORS RESOLUTION 95-213

BOS Resolution approving an Assignment and Acceptance of Assets of the **SOUTH SLO COUNTY WATER CORPORATION**. The 1968 Water System Lease agreement is termed out and all assets of the **SOUTH SLO COUNTY WATER CORPORATION** are accepted by the County of SLO.

Aug 11, 1995 [Document # 1995-035395] CORPORATE QUITCLAIM DEED SOUTH SLO COUNTY WATER CORPORATION quitclaims to the OCEANO COMMUNITY SERVICES DISTRICT: "All real property interests granted to Grantor pursuant to the Bill of Sale, Assignment and Deed dated October 31, 1968 executed by Oceano Water Company, Inc., and recorded in Volume 1495 of Official Records at page 742..."

WILD DEED:

Jan 23, 1998 [Document # 1998-003662] TRUST TRANSFER DEED JOHN T. DOTY, JR. TRUST transfers to a revocable trust the ACCESS ROAD.

ERROR HERE: all interest in the ACCESS ROAD was granted and quitclaimed by the DOTY TRIO to the OCEANO WATER COMPANY in 1962, and sold to SOUTH SLO COUNTY WATER CORPORATION in 1968.

The Wild Deed and Real Property Law

A Tract Book Essay

By

Anthony J. Fejfar, B.A., J.D., Esq., Coif

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One might think that a "Wild Deed," might have something to do with a youthful indiscretion which took place after a college beer party. Instead, I must tell you that a "Wild Deed" is a concept found in Real Property Law. When I was taught about the "Wild Deed" in law school, I didn't think that it would ever come up in real life, but I have a situation in mind where it can.

Imagine this situation. Husband and Wife hold a Tenacy by the Entirety in Blackacre. Recall, that a Tenacy by the Entirety is an estate where, among other things, one half of the interest in the real property in question passes to the surviving spouse by survivorship when the other spouse has died. Recall, also, that because of the existence of Race, Notice, or Race-Notice real property recording statutes, in order for a title to real property to be valid, there must be a valid chain of title. In states where there is no Tract Index (most of the East and South in the United States), in order to establish a good chain of title, one must be able to undertake a Grantor-Grantee and a Grantee-Grantor search of the public real estate recording records. If one cannot undertake a valid search using the Grantor-Grantee index and verify the chain of title, then this is a defect in the title.

Now, back to our hypothetical. Husband and Wife are married, and hold Blackacre as Tenant by the Entirety. Wife dies and no one bothers to probate the estate.

The only significant property that Wife owned was her share of Blackacre. Then, five years later, Husband dies, leaving Blackacre to his four children by Will. Oliver Attorney, the Attorney for Husband's Estate, probates the Will by filing for Letter Testamentary and the Will is recorded by the Registrar of Wills Office with the County. Oliver Attorney then files the Death Certificate for Wife in the Chain of Title in the Registrar of Deeds Office, listing H and W as the Grantor and H as the Grantee.

Without realizing it, Oliver Attorney has created a "Wild Deed." Let me explain.

Let us say further that the children of Husband convey Blackacre to Bill in fee simple absolute. Bill records the Deed and then in turn tries to sell Blackacre to Sally. Bill and Sally sign a Purchase Agreement which states that Bill will provide Sally with "Marketable Title."

Sally has a title search done, but Sally's attorney runs into a problem. Here it is.

To start the title search, attorney must use the Grantee-Grantor index and work backwards. So let's see what we find in the search.

Bill is the Grantee and Children of H and W are the Grantor.

Children of H and W are the Grantee and H's will is the Grantor.

H is the Grantee by survivorship and H and W the Grantor by the Deed

The problem however, is that the Death Certificate showing the transfer by survivorship is not in the chain of title. The filed Death certificate functions as a Wild Deed. In theory you will find it filed between the original Deed to H and W, and H's will to his children, but it is not there. Instead, it is found outside the chain of title after H's will is recorded. This is a serious defect in the title.

VOL 645 PAGE 544 my and the 1ESA/2.60 LON JOHRSON and NORMA JOHNSON hosbend and wife, FOR A VALUABLE CONSIDERATION, receipt of which is hereby ecknowledged, Bo Hereby Great to J. T. DOTT and LUCILLE F. DOTT, husband and wife, as joint tenants, as to an undivided one-third interest, P. E. DOTT and SETS DOTT, husband and wife, as joint tenants, as to an undivided one-third interest and R. T. DOTT and OFRADDING R. DOTT, husband and wife, as joint tenants, as to an undivided one-third interest the real property in the Sen Luis Obispo ___ State of California, described as follows: County of ____ PARCEL 1: Lots A and B of the Subdivisions of property of E. L. Warner, a part of Lots 11h and 115 of the Ranchos Corral de Piedra, Pieno and Bolsa de Chemisal, according to map filed for record November 9, 1900, in the office of the County Recorder of said County. Excepting from Lot B that portion thereof included within the boundaries of Wilsar Addition to the Town of Oceano, according to map recorded July 14, 1925, in Book 3 of Maps, at page 59, records of said County. PARCEL 2: Lots 1 to 16, both inclusive, in Block 2 of Wilmar Addition to the Town of Oceano, according to map recorded July 14, 1925 in Book 3 of Maps, at page 59, records of said County. Second installment of general and special taxes of the fiscal year 1951-52.
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	DIF	200	13
Vie	14.7	PARES 4	7

For the Purpose of Securing payment of the indebtedness evidenced by one promissory note subclassically in the following form and performance of each agreement of Trustor berein contained.

, 10,800,00	Som Lais Obier	20	California,	Jencery	18, 19	52
In installments to here	sin stated, for value receive	-d ₁ - ····				
	ION JOHNSON EN	of ut of horma Johnson	4	. /	presiden to po	ay to
	Shall Seach, C				, or side	I, at
the principal sum of		CONT HUNDALD E			03 Hz	psid
principal at the rate of	-TWO HUNDRED OF	2 00/100	per samenn; princip	nerestal base L	payable is installment	
on the	first day of	the refu	calendar 19	52	toomb, begin	aing
						_
and continuing until said remainder on principal; a installment, the whole sum and interest payable in Jaw as the Court may adjudge GUARANTEE COMPANY	as autorosy's lets. This E	to been paid. Each poy a cense type the griner shall, at the option of trace. If action he institu- tive is secured by a DE	ment shall be credit pal to credited. Shoot the helder of this ra- tied on this note, the ID OF TRUST to !	ed first, on it ald defeats be ote, become i endersigned a SECURITY T	secrest then doe; and made in payment of enterlined y doe. Princ rombin to pay such ITLE INSURANCE A	DAN THE PLANT
(Signed) J. T. D	oty	(8)	gmed) Beth	Doty		-

A. To protect the security hereof, Truster sugress:

(Signed) Lucille F. Doty

(Signed) P. E. Doty

[1] To keep said property in good condition and repair, preserve thereon the buildings, complete ensertuction begun, restore damage or destruction, and pay the cost thereof; to cumult or permit no weats, no violation of laws relating to alterations or improvements; to cultivate, furigate, fartilize, funnigate, grane, and of all other acts which the character and noe of said property may require to preserve this security.

may require to preserve this security.

[2] To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss psychile to Beneficiary. The amount collected under any fire or other houseance policy may be applied by Beneficiary upon any includences societied hereby and in such order as Beneficiary may distribute, or Beneficiary may release all or any part thereof to Trainto. Such application or release all or any part thereof to Trainto. Such application or release all most care to variou my default or action of datash horteender or invalidate any act done pursuant to such matter.

[3] To average the said Auftend was additional to Beneficiary for the property of the p

is) To oppose in and defined any action or precenting purporting to affect the exceptive hereof or the rights or present of feesefectory or Trustee; and to pay all conts and cummen, including cost of crideness of title and attorney's fees in a reasonable ground of the cost of title and attorney's fees in a reasonable ground or the cost of title and attorney's fees in a reasonable ground or trustee may expect.

(4) To pay; at least ten days before dellaquency all taxes an encuments affecting and property, including assessments or appartners, water stock; when due, all incumbrance, charge and Bons, with interest, on each property or any part thereo which appear to be prior or superior hereto; all costs, ices an expenses of this Trun.

(Signed) R. T. Doty

(Signed) Geraldine B. Doty

Should Treater full to make any payment or to do any act a horein provided, then Beneficiary or Trustee, but without ablies no to do end without notice to or demand wpon Trustee any without releasing Trustee from any obligation heaved, many make or so the same in spot member and to ende activate as either any deem peccentary to protect the security hereof, Beneficiary or Trusts being euthorised to enter spon said property for each payment appear in and defend any action or proceeding purposing to allect the security hereof or the rights or powers of Beneficiary or Trustee; per, purchase, contact or compromise any incumbrance charge or line which in the fungment of either appears to be yeld or superior hereo; and, in surrelating any such provens, payment are processed, and the processed of the results of the superior hereof is and, in surrelating any such provens, payment are processed, and one of the results in term.

(5) To my immediately and without domaind all sums to to provided by Remediciary or Trustee, with interest from this or committee at a committee or the sum of the committee of

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FEB 15

Va. 645 N. 547

L. It is acceptably agreed from

- (1) Any award of dunates in connection with any condensation for public use of or indersy to entd property or any port thereof it hereby suitance to Broadclerry, this mostly apply or mines such moneys precited by him is, the sense memors and with the same effect as above provided for disposition of proceeds of fire of other insurance.
- [2] By accepting payment of any sum sourced hereby ofter he day date, Beneficiary does not waite his right either to require payment when due of all other sums to secured or to declare details for failure so to pay.
- (3) At any time to from time to time, without liability therefor and without notice, upon written required of Emericary and presentation of this Book and still onto her endorsement, and without affecting the personal liability of early primes for purposes to white affecting the personal liability of early primes for augment of indicated the personal liability of early areas the required to indicate the results of early may thereafy join in rath and are also are more installation to the line or charge hereof.
- (4) Upon written request of Beneficiary starting that all sums secured bereity hire being paid, and upon summed of this Duck and said note to Thurses for cancellation and retention and upon payment of its fees, Transte shall recovery, without warranty, the property then held bureader, The rectuals in such reconveyance of any mattern of fets shall be conclusive proof of the trainfairness thereof. The grantee in such reconveyance may be described as "the person or persons legally enabled thereof."
- [5] Upon default by Treater in payment of any indebtedness occured hereby or in performance of any agreement hereunder. Beneficiary may declars all some secured hereby immediately de and pepalse by delivery in Treatee of written declaration of default and a election to come said property to be sold, which notice Treate shall come to be duly fleed for record. Beneficiary also shall deposit with Treatee this Dond, said note and all documents will deposit with Treatee this Dond, said note and all documents will denote greenpultures secured hereby.

Treates shall give notice of sale as then required by law, as without demond on Treates, at least direct months hating elapse after recordation of such actice of default, shall sail said property of the frame and place of sale frond by it is made notice of sale either as a whole or in separate parents into its such soils or may determine, at public mention to the highest bidder for eas in hurtin money of the Onlinel Stane, purphie at time of eath Treates may perspect asks of all or stry perties of sale, and frow time to time amountment at such time and place of each, and frow time to time thereafter may perspect, such sale perspectively in the property of the sale of the property of the perspective of the perspective of sale depends or implied. The section is not by the mention of facts that he conclusive proof of the trainfulness thereof, any person, it challed Treates, Treates, or Beneficiary as hereinster defined may recovery to results.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of ordernos of this in conscious with subs. Trustee shall supply the proceeds of sale to purpose of all sums expended under the issues hance, not then repoid, with sourced interest at sown pur cost per summit all other some than secured harmby; and the remainder, if any, to the person or resonate learnby are the factor.

(6) This Deed spylies to, hourses to the besufit of, and blade all parties hereto, their legal segretarizative and accessors in histories. The term Benedictary whall harble care forms owner and holder, including pholysms, of the note secured hereby, in this Deed, whatever the centers to requires, the innecessities gender, include the fembrane and/or neuters, and the stagester number includes the related.

[7] Truntes accepts this Trust when this Dood, duly extented and acknowledged, is made a public seporal as provided by lett. Trustee is not obligated to notify any party hereto of pending calls under any other Dood of Trust or a my action or proceeding in which Trustee, Beneficiary or Trustee shall be a party unless broaght by Trustee.

[6] The Trusts created boreby are irrerecable by Truston.

C. The Undersigned Truster Requests that a copy of any action of default and of any notice of sale beremder be mailed to him at his mailing address opposite his signature bersio.

IN WITNESS WHEREOF Trustor has executed this instrument.

Molling	Address for Heticus		Signature of 2	rantor
STREET AND NUMBER	CITY	STATE		
8936 E. James	Bellflower	Calif.	1.7.12	-
/			Luille 2	Data
			P.E. Da	ty
	,,		Buch S	Lity
			A. 7 Bear	-
	"	10	Dr. Y	R. Sut
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES	1 } as.	-	Firefun !	E-DAG
Out them	2Bth	doy of	Japuary	19 52
before 200, Elynnba	th C. Killen		a Notary Public in smd	for enid County,
personally approved . Ja Ta Dot	y, Incille N. Pot	y, P. R. Dot	y, Buth Daty	Zo
R. T. Doty and Garal	dine R. Doty			
WIII 3. 10.	mown to see to be the person R	where promef	TO.	subscribed to the
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(I) especial by	e Corporation the Corporation Fe	ra of Administration	second the mostly :	

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Order 16, 36996 mth. Then recorded places mall this bestrament to the Contract of the contrac	RECORDED AT REQUEST OF ETREIT THE HIS AND CHARACTER OF AT. L. MIN. PAST 9 1 M. VOLEYS Official Records p. 544-584 Library Colored County, California County, Californ
2 2 0 ·	FEB 15 1952
Order to 36996 intervention plane and the	(HPRome - 1)
The state of the s	For 5 4 60 Indiana Sparman
I A A B	By May C Sparman Degraty
	· · · · · · · · · · · · · · · · · · ·
Deed of Trust (Levilleed Note-Enter Included) WITH POWER OF SALE INDIVIDUAL J. T. DOTT, of al TO TO AS TRUSTES FOR LON JUSTISSEE, of PT.	Securify the Linuance (Ompan
Deed of Tru levelless Neto-Essent Leds WITH POWER OF SALE INTERNALL TO TO AS TRUSTES FOR LON JOHNSON, et PR	PANCO
eed of T with Power of T with Power of T with Power of T T T T T T T T T T T T T T T T T T T	Jamary 18.
IN THE PARTY OF TH	Towns I
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1-1.1	11 41
1 1	
Security Title Insurance and Guarantee Company,	FULL RECONVEYANCE
	to reconvey without warranty the estate now held by you and
acquired through the Deed of Trust securing the within in Book, Page, of	is the office of the recorder of
Cou	ty, California.
All sums secured by said Deed of Trest have been	peid.
(*)	Beattery

VOL 792 PAGE 229 ESCHOW No 2316

Partial Reconveyance

This form furnished by Security Title Insurance Company SECURITY TITLE INSURANCE COMPANY, a corporation, formerly SECURITY TITLE INSURANCE and GUARANTEE COMPANY, as trustee under the deed of trust made by J. T. DOTY and LUCILLE.
F. LOT', husband and wife, P. E. DOTY and Betti DOTY, husband and seem wife, and R. T. DOTY and Betti DOTY, husband and seem wife, Trustors and recorded as Instrument No. 1841. on February 15, 1952 in Book 045

Page. 245. of Official Records in the office of the County Recorder of San Luis Onia policy having been requested in writing by the holder of the obligations secured by said deed of trust, to recovery a portion of the estate granted to said trustee under said deed of trust, to DS HEREBY RECONVEY unto the person of personn legally entitled thereto, without warranty, all the estate, title and interest acquired by said trustee under that deed of trust in and to that portion of the property, described as follows: That portion of Lot A of the Subdivisions of property of E. L. Warner, a portion of Lots 114 and 115 of the Ranchos Correl de Piedra, Pismo and Bolsa de Chemisal, in the County of San Luis Obispo, State of: California, according to map filed for record November 9, 1900, in the office of the County Recorder of said County, described as follows: Beginning at a point on the West line of said Lot distant thereon South 452 feet from the Northwest corner thereof; thence North 89° 46' East and parallel with the North line of said Lot, 122feet; thence South and parallel with the West line of said Lot, 100 feet; thence South 89° 46' West and parallel with the North line thereof, 122 feet to the West line of said Lot; thence North along suid West line, 100 feet to the point of beginning. The remaining property described in said deed of trust a terms thereof. As provided in said deed of trust this Partial liability of any person for payment of the indebtodness accured TITLE INSURANCE COMPANY Dated February 21 1955 WHEN RECORDED, PLEASE MAIL THIS INSTRUMENT TO R. T. Doty, 9936 E. Ramona Bellilower, California STATE OF CALIFORNIA COUNTY OF California San Luis Obispo ORDER No. 44464-Wh 0= February 21, 191 PACE BELOW FOR RECORDERS USE ONLY a Notary Public in and for said County, peared Bert L. Brown Aurora Dominavez RECORDED AT REQUEST OF MIN. PAST EQ. AL. FEB 2 3 1955

L-18 (G.S.) 7-3-22 4M Photo Ferr

June 13

VOL 792 PAGE 230

J. T. DOTY and LUCILLE F. DOTY, husband and wife, F. E. DOTY and
BETH DOTY, husband and wife, and R. T. DOTY and GERALDINE R.

DOTY, husband and wife, grantors FOR A VALUABLE CONSIDERATION,
receipt of which is hereby acknowledged, De Hereby Grant To

OCEANO WATER COMPANY, a corporation, the real property in the County
of San Luis Obispo, State of California, described as follows:

That portion of Lot A of the Subdivisions of property of E. L. Warner, a part of Lots 114 and 115 of the Ranchos Corral de Piedre, Pismo and Bolsa de Chemisal, in the County of San Luis Obispo, State of California, according to map filed for record November 9, 1900, in the office of the County Recorder of said County, described as follows:



Beginning at a point on the West line of said Lot distant thereon South 452 feet from the Northwest corner thereof; thence North 89° 46' Sast and parallel with the North line of said Lot, 122 feet; thence South and parallel with the West line of said Lot, 100 Beet; thence South 89° 46' West and parallel with the North line thereof, 122 feet to the West line of said Lot; thence North line thereof, 120 feet to the Nest line of said Lot; thence North along said West line, 100 feet to the point of beginning.

SUBJUCT TO: 1. Second installment of general and special taxes of the fiscal year 1954-55. Conditions, restrictions, reservations, and rights of way of · Dated February 10, 1955 · STATE OF CALIFORNIA COUNTY OF 55. Los Angeles before me Canavieve A. Peckham On Febr. 15th 1955 Notary Public in and for said County and State, personally appeared J. T. Doty; P. E. Doty; R. T. Doty; Lucille F, Doty; Geraldine R. Doty and Bath Doty , known to me to be the person s Whose name a are subscribed to the within instrument and acknow-NUTA aged that the executed the same. THESS my hand and official seal. Notary Public in and for said County and State. in Commission Expires: FEB 23 1955

	incorperating by reference certain A c	on provisions of	ions is set forth on t	of lictitions) recorder	VOL In rounter named to	
	By this Heed of Trust, m	ade this 29	th day	ol December	19	54,
	GCURIC FATAR C	OPANY, a co	pregration		, herein called Tr	nuclor.
	end SECURITY TITLE INSUF J. T. DOTY and LUCILLE F 1/3 interest, P. Z. DOTY an undivided 1/3 interes as joint tenants, as to Truster grants, transfers, and described as follows. That ortion of Lot A of Lots 11h and 115 of the according to map filed f	. DOTY, hush and DET! IX t, and R. T. an undivided cusigns to tru the Subdivi Ranchos Cor:	oand and wife OTT, husband a DOTT and OSE 1 1/3 interest stee in trust, we Si distant of proprial de Plodra	as joint tena and wife as jo ALDINE R. DOT 	nts, as to an a int tenants, as Y, hus band and nerein colled Benet that properly in County. Collins deriver, a parise de Chemisal.	individud to to sife, sipiery.
	Recorder of said County,			.900 in the 61	11ce of the ob	nity
	Degining at a point on fost from the Northwest with the North line of said Lot, a North line thereof, 122 said West line, 100 feet	corner there aid Lot, 12: 00 feet; the bet to the	sof; thence No 2 feet; thence ance South 89 West line of	orth 89° 46' E South and par '46' West and said Lot; then	ast and peralle allel with tho parallel with	the
					37)	. 22
	Together with all appurtenances i			luding water rights b	peneliting said realty	whether &
	Trustor also sissigns to Beneficiary some except during continuance of collect and enforce the same by a for the purpose of securing; (1) Pin. (2) payment of the indebtone \$2,800,000 payable to Beneficiary to Trustor, or his successor for Protect the security of this Desthe note secured hereby that the section B, including paragraphs 1 like in the state of California and Book 2510, Page 402, Imperiol Cou 25481, Page 351; Madree County, Page 417; Son Bernardino County, Book 1109, Page 16; Samb Berbare Book 1269, Page 825; Sam Diego Coinna are identical in each of an integral part hereol for all purpobligations, and portive in said	i delault hereund iny lawlul means arlormance of eo ass evidenced by ctary or order; is, with interest t	er and during conti in the name of an ch agreement of Tr one promissory no (3) the payment of hereon.	number of such delay party hersto. Into incorporated by the of even date here any money that ma	uit authorizing Benefit reference or contains with in the principal y be advanced by the	rd here- mum ol
	integral part hereof for all purpo abligations, and porties in said in this deed of trust. A copy of sa The undersigned Trustor requests	old provisions is	printed on the rever	to side of this deed o	of trust.	o londs,
	to him at his address bereingter a	et forth.	STREET AND NUM		city 28	4 10 - 1
	OCEANO IN TER COMBANY BY: BY:	Pres. J	o By 4 No	Ocean	10 5Kg	
	.y		7000000000	***************************************	***************************************	
	STATE OF CALIFORNI COUNTY OF LOS ANGELES	A) s	C.	BECORDED, PLEASE	MAIL THIS INSTRUM	Terror
	On the fifteenth .		ORDER			44464
	also hundred fifty five	the year one then	BPJ		RECORDER'S USE	
	Oensvieve A. Peckhar a Notary Public to and for said Co	A .				1
	ally appeared R. T. Doty	may and biam, pe		Document N	2318	
	known to me to be the	President	lat.	AT JA MIN	L PAST R.O. A.	Or
	known to me to be the	Secretary	tary	VOL.ZZZOHIC	IN RECORDS PAR	1
}	oder courses out to de or on or awounts transpose out he Maded se immures	energied the with	and i	FEB	23 1955	1
	same, and athrowledged to me that	such corporation at to its by-laws	COLO.	SEAMS	est	1:
	of the corporation that executed the known to me to be the persons who attrument on behalf of the corporati exknowledged to me that such on examine use, induces bedged to me that the such as the contract of the corpo- mental of the post of directors.	ales	in :	Dresamen R	Property Description	
	Sorp, Rev. 8-51 (Photo		14 1956			
90	2-00-100 Forp (O.S.) 11-17-52 6004		Property.		W	

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IRREVOCABLE AND PERPETUAL OFFER TO DEDICATE

THIS OFFER TO DEDICATE, made the 16th day of NOVEMBER , 1965.

J. T. DOTT and LUCILLE F. DOTT, busbend and wife, P. E. DOTT and BETE DOTT, brasbend and by. wife, and R. L. DOTT and OFFALDINE R. DOTT, busbend and wife of the County of San Luis Obispo, State of California, hereinafter termed Offeror:

WITNESSETH:

WHEREAS, said Offeror has on the 30 TH day of Mayon GER made an application to the County of San Luis Obispo pursuant to the Lot Division Ordinance of the County of San Luis Obispo for permission to divide a lot located within the County of San Luis Obispo, more particularly described as follows:

(Description)

A portion of Lot A of the subdivisions of property of E. L. Warner a part of Lote 114 & 115 of Ranchos Corral De Piedra Piemo and Boiss De Chemisal in the County of San Luis Obispo State of California.

and,

WHEREAS, said Offeror, recognizing that the future development of the area in which the said lot is located, will eventually require a public road thereon, constructed according to governmental standards, and

WHEREAS, said Offeror desires to create immediately a private easement of ingress and egress and for road purposes and incidental uses for the benefit of purchasers, heirs and assignees of portions of the above described lot, by reason among others of the approvat of the hereinabove mentioned application to divide said lot, and

WHEREAS, said Offeror desires to make an offer to dedicate, irrevocably, to the public, an easement, for public road purposes, which offer may be accepted at any time by any governmental

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entity which has the power to establish, construct and maintain roads.

NOW, THEREFORE, said Offeror covenants and promises as follows:

1. That if, pursuant to the Lot Division Ordinance of the County of San Luis Obispo, said Offeror's application for lot division referred to above is duly approved by the County of San Luis Obispo, that said Offeror does hereby irrevocably and in perpetuity offer to such a governmental entity a dedication of a public right of-way for road purposes and incidental uses upon the following described portion of the above described Lot:

(Description)

The southerly 15' of Lot A Warner's Subdivision described as follows: Beginning at the southwest corner of Lot A of Warner's Subdivision, said point also being the point of intersection of the north line of Wilmar St. with the east line of Nineteenth St., and running thence N CO2' E, 15 feet to a point on the east line of said Nineteenth St., thence N SS-10' W, 510 feet to a point, said point being the southwest corner of Lot B of Warner's Subdivision, thence S CO2' E, 15 feet to a point, said point being the southwest corner of aforesaid Lot A of Warner's Subdivision, thence westerly along the north line of Wilmar St., S 89°10' W, 510 feet to the point of beginning.

- 2. That if said lot division is so approved, then until such time as the above offer of dedication is accepted by such a government entity, all owners, whether present or future, of any part of the above described Lot which is or shall be contiguous to the above described road parcel shall have the right to the use of said road parcel as a private road.
- 3. That said Offeror agrees that said offer of dedication shall be irrevocable and that such a government entity may, at any time in the future, accept said offer of dedication of the public right-of-way providing all improvements made on said road parcel shall be done at no cost or expense to Offeror.
- 4. That said Offeror agrees that this irrevocable and perpetual Offer to Dedicate is and shall be binding on his helrs, legatees and assignees.

IN WITNESS WHEREOF, this Offer to Dedicate is hereby executed by the said Offeror on

the day and year first above written.

0.70.T'

R. T. Doty PE.

Geralding R. Doty

-2-

Offeror

-5 1962

420

		on Branching
y:	0.1104 PAGE 182	
	COUNTY OF November 16th, 1961, before me, the undersigne	d notary public, per-
	sonally appeared J. T. Doty, Lucille F. Doty, P. E. Doty, Beth Doty,	R. T. Doty, and
	Geraldine R. Doty, known to me to be the per-	son(s) vhose:name(s)
	subscribed to the within instrument and acknowledged that executed the same.	they (hey)
	Notary Public in and for sal DARLENE LOCKREI By Commission Expites Narch I	
	Document No. RECORDED AT REQUEST, OF AT SEIN. PAST. B. M. VOL. J. J. M. SAN LUIS GEISPO COURTY, CAL.	.*
٠	JAN 5-1962 Mary C. Hamlin County Recorder	

Va.1164 par 18

421

GEANT DEED

J. T. DOTY and LUCILLE F. DOTY, husband and wife,
P. E. DOTY and BETE DOTY, husband and wife, and R. T. DOTY
and GERALDINE R. DOTY, husband and wife, grantors FOR VALUABLE
CONSIDERATION, receipt of which is hereby acknowledged, do Hereby Grant
TO OCEANO WATER COMPANY, a corporation, the real property in the
County of San Luis Obispo, State of California, described as follows:



That portion of Lot A of the Subdivisions of property of E. L. Warner, a part of Lots 114 and 115 of Ranchos Corrol de Piedra, Pismo and Bolsa de Chemisal, in the County of San Luis Obispo, State of California, according to a map filed for record November 9, 1900 in the office of the County Recorder of said County, described as follows:

Beginning at a point on the west line of said Lot, distant thereon $S.0^{\circ}.02^{\circ}E$ 352.0' from the N. W. corner thereof:



- Thence N. 89°46'E. 170. 0' to a point
- 2. Thence S. 0 02'E 200.0' to a point
- 3. Thence S89 46 W. 48.0 to a point, said point being the S. E. corner of the Oceano Water Co, property, as described in a deed filed for record in Vol 782 Page 230 in the office of the County Recorder, County of San Luis Obispo, State of California,
- 4. Thence Sly along a curve to the left having a radius of 92, 32' and a central angle of 89°48' a dist of 144, 85'
- Thence S.O. O 02'E 210.2' to a point on the south line of aforesaid Lot A, said point also being on the Nly line of Wilmar St.
- 6. Thence Why along said south line of said Lot A 30.01
 to a point, said point being the S. W. corner of said Lot A

JAb -5 1882 # 6

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Wall64 pag 1847. Thence

Along the west line of said Lot A N. 0°02' W.

(at 302.2' the S. W. corner of storesaid Oceano

Water Co. property at 402.2' the N. W. corner

of said Oceano Water Co. property) 502.2' to

the point of beginning.

That portion of Lot A of said subdivision above described, beginning at a point on the west line of said lot distant thereon South 452 feet from the Northwest corner thereof; thence North 89046! East and parallel with the North line of said lot, 122 feet; thence South and parallel with the West line of said lot, 100 feet; thence South 89046! West and parallel with the North line thereof, 122 feet to the West line of said lot; thence North along said West line, 100 feet to the point of beginning.

SUBJECT TO:

· 1. Conditions, restrictions, reservations, and rights of way of record,

DATED August 4, 1861.

P. E. Doty 6

P. E. Doty 6

P. E. Doty 6

R. T. Doty

Lucille F. Doty

13 th Waty

Beth Doty

Geraldine R. Doty

DARLENE LOCKREM

Commission Expires Merch 18, 1964

State of California:
SS
County of Los Angeles:

WITNESS my hand and official seed.

421

Document No.
RECORDED AT REQUEST OF

Chicago T. Document

At 50 Min. Past 1 M.

Vol. 1164 Official Records P. 18.3.

San Luis Oblspo County, Calif.

JAN 5 - 1952

RECORDER'S OFFICE SAN LUIS OBISPO COUNTY " 1103 rz393 escolates elauested ex TILLIAN T. DALESEN FEB 5- 1982 WHEN ECODORECE MAIL TO e a Handin WILLIAM T. DALLEST 110 Plest Ocned Blvd. Butte 420 Long Burch 2, Celifornis SPACE ABOVE THE LINE FOR RECORDER'S USE APPER & HOME . . R STAMP IN THE SPACE Ouitelaim Deed THIS POSH PURNISHED BY YITLE THEURANCE AND TRUST COMPANY FOR A VALUABLE CONSIDERATION, receipt of which in hereby acknowledged, J. T. DOTY and LUCILLE F. DOTY, husband and wife, P. E. DOTY and HETH DOTY, husband and wife and R. T. DOTY and GERALDINE R. DOTY, husband and wife OCEANO WATER COMPANY the following described real property in the county of Ban Buis Obispo sinte of California; That portion of Lot A of the Subdivisions of property of E. L. Warner, a part of Lots 114 & 115 of Banches Correl De Fiedra, Pismo and Bolsa of Chemisel, in the County of San Luis Obispo, State of California, according to a map filed for record Nov. 9, 1900 in the office of the County recorder of said county, described as follows: Heginning at a point on the west line of said lot, distant distant distance.

1. There 1. There 2. There 2. There 2. There 3. Sep 46'W. 48. 0' to a point 3. There 3. There 3. There 4. There 4. There 4. There 5. Sep 46'W. 48. 0' to a point, said point being the S. E. corner of the Oceano Water Co. property, as described in a deed filed for record in Vol. 792 Page 230 in the office of the County Recorder, County of San Luis Oblopo, State of California.

4. There 5. There 5. O. 02'E 210. 2' to a point on the south line of aforesaid Lot A, said point also being on the Nly line of Wilmar St.

5. There 5. O. 02'E 210. 2' to a point on the south line of aforesaid Lot A, said point also being on the Nly line of Wilmar St.

Why along said south line of said Lot A. 30. 0' to a point, said point being the S. W. corner of said Lot A. Beginning at a point on the west line of said lot, distant thereon S. 0°02'E 352.0' from

Thence

ey Public in and for said Cor red J. T. Doty, Lucille

BARLENE LOCKREM

application Expires March 18, 1966

Alliller 4, 1961

property at 402. I the N. W. erty 1802; I' to the point of beginn-

being the S. W. corner of said Lot A N. 0° 02'W. (at 302. 2' the S. W. corner of aforesaid Oceano Water Co. property at 402. 2' the N. corner of said Oceano Water Co. property at 402. 2' to the point of

RECORDERS OFFICE SAN LUIS OBISPO COUNTY

WHEN RECORDED MAIL TO:

O'MELVENY & HYERS 611 WEST SIXTH STREET LOS ANGELES, CALIFORNIA 90017 Signed Farly or Agent Tire

TITLE INSTRANCE AND THESE ME.

ENHACORFORATEE

BILL OF SALE, ASSIGNMENT AND DEED

he instructed by

-MOLOD 1 -27.50 1

KNOW ALL MEN BY THESE PRESENTS that Oceano Water 42 1975 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -35 | -

DATED: October 31, 1968.

OCEANO WATER COMPANY, INC.

DOC. NO. 21989
OFFICIAL RECORDS
SAN LUIS OBISPO CO., CALIF.

MOV 1 - 1968

THE 3:50 PM 100 27.50

By P. E. DOTY, Resident

By J. T. DOTY, Secretary

MAIL TAX STATEMENTS TO RETURN ADDRESS ABOVE

VOL 1495 PAGE 742

Copy of document found at www.NoNewWipTax.com

MONTHEND:	7/31/10				FINAL REVENUE JOURNAL		RUN: 7/30/10 15:52:55	PAGE 1 CRDIST
REFERENCE	KEY	DATE	RECT NO	ACCRUE	DESCRIPTION			
CR0701 CR0701	8 2 2 8 2 3	7/13/10 7/13/10	14701 14703		D E S C R I P T I O N COPIES (3-STEVES ATV COPIES -CAROLE HENSON PUBLIC FA-COUNTY OF SLO	1-3230-100 1-3230-100 TOTAL FOR ACCOUNT	. 3 0 . 3 0	. 60
CR0701	824	7/12/10	14689		PUBLIC FA-COUNTY OF SLO	1-3235-200 TOTAL FOR ACCOUNT	5,295.64	5,295.64
CR0701 CR0701 CR0701	8 2 5 8 2 6 8 2 7	7/13/10 7/13/10 7/13/10	14690 14691 14692		FIREWORKS-AGHS BAND BOOST EAGLES 20-TNT FIREWORKS CHURCH GO-TNT FIREWORKS	1-3238-200 1-3238-200 1-3238-200	385.00 385.00 385.00	1 155 00
CR0701	828	7/26/10	14713		RENT 08/1-THE VILLAGE GRO	1-3239-200 TOTAL FOR ACCOUNT	850.00	850.00
CR0701	829	7/15/10	14707		SEMINAR T-LORI ANGELLO	1-4100-285 TOTAL FOR ACCOUNT	55.00	55.00
CR0701	012345678901234567890123 33333333344444445555 88888888888888888	7/02/10 7/02/10 7/06/10 7/06/10 7/07/10 7/08/10 7/08/10 7/08/10 7/109/10 7/12/10 7/12/10 7/13/10 7/13/10 7/14/10 7/15/10 7/16/10 7/16/10 7/12/110 7/16/10 7/12/110 7/16/10 7/12/110	1468883 14668883 14668883 14668887 146688887 146688887 144668888 144677 144677 14477 14477 14477 14477		RENT 08/1-THE VILLAGE GRO SEMINAR T-LORI ANGELLO WATER STUBS-CASH WATER STUBS-CHECK WATER STUBS-CHECK WATER STUBS-CHECK WATER STUBS-CASH WATER STUBS-CASH WATER STUBS-CHECK WATER STUBS-CHECK WATER STUBS-CASH WATER STUBS-CASH WATER STUBS-CASH WATER STUBS-CASH WATER STUBS-CASH WATER STUBS-CASH WATER STUBS-CHECK WATER STUBS-CHECK WATER STUBS-CHECK WATER STUBS-CHECK WATER STUBS-CHECK WATER STUBS-CASH WATER STUBS-CASH WATER STUBS-CASH WATER STUBS-CASH WATER STUBS-CASH WATER STUBS-CHECK WATER STUBS	1-5000-000 1-5000-000 1-5000-000 1-5000-000 1-5000-000 1-5000-000 1-5000-000 1-5000-000 1-5000-000 1-5000-000 1-5000-000 1-5000-000 1-5000-000 1-5000-000 1-5000-000 1-5000-000 1-5000-000 1-5000-000 1-5000-000 1-5000-000	283.50 953.055 1,672.355 1,672.355 1,088.01 2,023.502 4,673.87 2,578.57 4,489.742 3,868.817 4,1599.742 3,868.81 1,084.34 1,994.34 1,994.34 1,992.06 1,324.091 578.57 4,328.00 1,328.00 1,328.00 1,328.00 1,328.00	39,790.44
CR0701 CR0701 CR0701 CR0701 CR0701 CR0701 CR0701 CR0701 CR0701 CR0701 CR0701 CR0701 CR0701 CR0701 CR0701 CR0701	45678901234567890 55555566666666667 77	7/07/10 7/07/10 7/13/10 7/13/10 7/13/10 7/13/10 7/13/10 7/13/10 7/13/10 7/13/10 7/13/10 7/15/10 7/15/10 7/15/10 7/16/10 7/26/10 7/29/10	1468845689456894566998144669999144770081447701644771169		DOOR HNGR-01017804 RET CHECK-01017804 RECONNECT-01022004 RECONNECT-02041722 RECONNECT-02041722 RECONNECT-02034970 RECONNECT-02043190 RECONNECT-02043110 RECONNECT-0204181 RECONNECT-02419410 RECONNECT-02419410 RECONNECT-02034184 RECONNECT-02034184 RECONNECT-02034184 RECONNECT-03044746 RECONNECT-03044746 RECONNECT-04058262 RET CHECK-02041744 RECONNECT-04058262 RET CHECK-02041744 RECONNECT-02036390 DAMAGES -02036390 RECONNECT-02036390 RECONNECT-02036390 RECONNECT-02359520	2 - 3230 - 000 2 - 3230 - 000 3 - 3230 - 000	25.00 30.00 30.00 30.00 30.00 30.00 30.00 30.00 30.00 30.00 30.00 30.00 30.00 30.00 30.00	500.00 100.30
CR0701	872	7/26/10	14715		VENDOR-RFD CHECK #050120	TOTAL FOR ACCOUNT	263.13	100.30
CR0701	873		14714		FRANCHISE-SO CO SANITARY	TOTAL FOR ACCOUNT 6-3501-000 TOTAL FOR ACCOUNT	3,662.84	3,662.84

page # 2 # 9

MONTHEND:	7/31/10		FINAL REVENUE JOURNAL	RUN: 7/30/10 15:52:55	
REFERENCE	KEY	DATE RECT NO AC	CRUE DESCRIPTION	ACCOUNT# LINE AMOUNT	
CR 0 7 0 1	874	7/27/10 14718	07/10 SO -SO:CO. OF SLO	10-3260-000 9,495.00 TOTAL FOR ACCOUNT	9,495 00
CR0701	875	7/27/10	TOTAL RECEIPTS-FUND 01	01 1000-000 47,146.68	**
CR0701	876	7/27/10	TOTAL RECEIPTS-FUND 02	02 1000-000 500.00	* *
CR0701	877	7/27/10	TOTAL RECEIPTS-FUND 03	03 1000-000 363.43	* *
CR0701	878	7/27/10	TOTAL RECEIPTS-FUND 06	06 1000-000 3,662.84	* *
CR0701	879	7/27/10	TOTAL RECEIPTS-FUND 10	10 1000-000 9,495.00	* *
			TOTAL RECEIPTS-ALL FUNDS	61,167.95	***

page # 3 of 9

MONTHEND:	8/31/10				FINAL REVENUE JOURNAL		RUN: 9/02/10 9:30:20	PAGE 1 CRDIST
REFERENCE	KEY	DATE	RECT NO	ACCRUE	DESCRIPTION	ACCOUNT# LINE	AMOUNT	
CR0801	620	8/05/10	14725		EVA VERDI-KRIS REISWIG	1-3213-100 TOTAL FOR ACCOUNT	30.00	30.00
CR0801	621	8/09/10	14728		SEWER MAP-GIZELLE NAYLOR	1-3230-100 TOTAL FOR ACCOUNT	22.30	22.30
CR0801	622	8/17/10					the section of the section	4,441.00
11111111111111111111111111111111111111	345678901234567890123456789012345678	8/03/110 8/04/110 8/04/110 8/05/110 8/05/110 8/05/110 8/05/110 8/05/110 8/10/110 8/10/110 8/11/1	144772223446677799900111224477772244667779990011144477777444477777333333333333333333		WATER STUBS-CASH WATER STUBS-CASH WATER STUBS-CHECK WATER STUBS-CHECK WATER STUBS-CASH WATER STUBS-CHECK WATER STUBS-CASH WATER STUBS-CHECK	1-5000-000 1-5000-000	416.70 1.70	317,553.67
CR0801 CR0801 CR0801	659 660 661	8/02/10 8/02/10 8/02/10	14/21		DOOR HNGR-01027650 RECONNECT-01027650 RET CHECK-01027650	2-3230-000 2-3230-000 2-3230-000 TOTAL FOR ACCOUNT	25.00 30.00 30.00	2445 3550
CROOOL								85.00
CR0801	662	8/27/10	14742		FRANCHISE-SO CO SANITARY	6-3501-000 TOTAL FOR ACCOUNT	7,616.48	7,616.48
CR0801	663	8/27/10	14743		08/10 SO -SO CO OF SLO	10-3260-000 TOTAL FOR ACCOUNT	9,495.00	9,495.00
CR0801	664	8/27/10			TOTAL RECEIPTS-FUND 01	01 1000-000	322,046.97	**
CR0801	665	8/27/10			TOTAL RECEIPTS-FUND 02		85.00	* *
CR0801	666	8/27/10			TOTAL RECEIPTS-FUND 06	06 1000-000		**
CR0801	667	8/27/10			TOTAL RECEIPTS-FUND 10	10 1000-000	9,495.00	**
					TOTAL RECEIPTS-ALL FUNDS		339,243.45	***

MONTHEND:	9/30/1	0			FINAL REVENUE JOURNAL DESCRIPTION		RUN: 10/01/10 8:31:26	PAGE 1 CRDIST
REFERENCE	KEY	DATE	RECT NO	ACCRUE	DESCRIPTION	ACCOUNT# LINE	AMOUNT	
CR0901	580	9/20/10	14771		COPIES - CAROLE HENSON	1-3230-100 TOTAL FOR ACCOUNT	2.80	2.80
CR0901 CR0901	581 582	9/01/10 9/27/10	14745 14775		RENT 09/1-THE VILLAGE GRO RENT 09/1-THE VILLAGE GRO	1-3239-200 1-3239-200 TOTAL FOR ACCOUNT	850.00	1,700.00
CR0901 CR09901 CR09901 CR09901 CR09901 CR09901 CR09901 CR09901 CR09901 CR09901 CR09901 CR09901 CR09901 CR09901 CR09901 CR09901 CR09901 CR09901 CR09901 CR09901	3456789012345678901234567 888888899999999990000000 55555555555555	9/02/10 9/02/10 9/03/10 9/03/10 9/07/10 9/08/10 9/08/10 9/09/10 9/10/10 9/10/10 9/13/10 9/13/10 9/13/10 9/13/10 9/15/10 9/15/10 9/15/10 9/15/10 9/15/10 9/15/10	14747 14747 14747 147747 147748 1147748 1147755 1147755 1147755 1147755 114775 1147766 1147777 1147778 1147778 114778 114778 114778 114778 114778 114778		WATER STUBS-CASH WATER STUBS-CASH WATER STUBS-CASH WATER STUBS-CASH WATER STUBS-CHECK WATER STUBS-CASH WATER STUBS-CASH WATER STUBS-CASH WATER STUBS-CHECK WATER STUBS-CHECK WATER STUBS-CHECK WATER STUBS-CHECK WATER STUBS-CASH WATER STUBS-CHECK WATER STUBS-CASH WATER STUBS-CHECK WATER STUBS-CHECK WATER STUBS-CHECK WATER STUBS-CHECK WATER STUBS-CHECK WATER STUBS-CHECK WATER STUBS-CASH WATER STUBS-CHECK WATER STUBS-CASH WATER STUBS-CASH WATER STUBS-	1 - 5 0 0 0 - 0 0 0 1 - 5 0 0 0 0 - 0 0 0 0 0 1 - 5 0 0 0 0 - 0 0 0 0 0 1 - 5 0 0 0 0 - 0 0 0 0 0 1 - 5 0 0 0 0 - 0 0 0 0 0 0 1 - 5 0 0 0 0 - 0 0 0 0 0 0 0 0 0 0 0 0 0	416.50 7762.24 520.71 2,757.51 2,412.97 1,972.46 1,515.56 3,983.04 3,993.31 1,482.67 1,727.32 2,495.47 5,312.90 488.82 1,495.47 5,29.64 1,048.82 1,495.47 1,048.82 1,495.47 1,048.82 1,495.47 1,49	46,967.12
CR0901 CR0901 CR0901 CR0901 CR0901 CR0901 CR0901 CR0901 CR0901 CR0901 CR0901 CR0901 CR0901	608 609 6111 6112 6114 6115 6117 6118 6120 6221	9/14/10 9/14/10 9/14/10 9/14/10 9/14/10 9/14/10 9/15/10 9/15/10 9/15/10 9/15/10 9/15/10 9/15/10 9/15/10	14755 14756 14756 14757 14757 14757 14766 147664 147664 147667 147667		RECONNECT - 01004784 RECONNECT - 01003142 RECONNECT - 03048851 RECONNECT - 03044746 RECONNECT - 0105325 RECONNECT - 02037752 RECONNECT - 04067884 RECONNECT - 04067884 RECONNECT - 04067998 RECONNECT - 04067998 RECONNECT - 04067998 RECONNECT - 04067501 RECONNECT - 04069501 RECONNECT - 04069501 RECONNECT - 01027650 RECONNECT - 01027650 RECONNECT - 01027650	2 - 3 2 3 0 - 0 0 0 0 2 - 3 2 3 0 - 0 0 0 0 2 - 3 2 3 0 - 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	30.00 30.00 30.00 30.00 30.00 30.00 30.00 30.00 30.00 30.00 30.00 30.00 30.00 30.00 30.00	450.00
CR0901	623	9/20/10	14770		WASTE CON-SO COUNTY SANIT	6-3501-000 TOTAL FOR ACCOUNT	4,040.89	4,040.89
CR0901	624	9/24/10	14774		WASTE CON-SO COUNTY SANIT	10-3260-000 TOTAL FOR ACCOUNT	9,495.00	9,495.00
CR0901 CR0901 CR0901	625 626 627	9/24/10 9/24/10 9/24/10			TOTAL RECEIPTS-FUND 01 TOTAL RECEIPTS-FUND 02	01 1000-000 02 1000-000		**
CR0901	628	9/24/10			TOTAL RECEIPTS-FUND 10	10 1000-000		* *
	354(2)	10:01			TOTAL RECEIPTS-ALL FUNDS		62,655.81	***

page \$ 5 of 9

7/3	31/10	MONTHLY CHECK REGISTER EMPLOYEE/VENDOR		PAGE	2
TYPE	CHECK#	EMPLOYEE/VENDOR	DATE	WRITTEN	
PPPPRRRRRRRRRRRRRRRRRRRPPPPPPPPPPPPPPP	789012345678901234567890123456 222233333333333444444444455555 9999999999999	091226 DIAZ, ALMA L. 094536 ELECSYS INTERNATIONAL COR 094533 ORR SAFETY CORPORATION 094533 AUTO GLASS CENTRAL 012002 RF MONTEMURRO 012210 AL DIAZ 012220 C PARDO 012230 CZ RUIZ 023100 PT DAVIS 023150 MA TORRES 023150 MA TORRES 023154 SA LANGSTAFF 054977 SC WATHEN 054977 SC WATHEN 054978 ME SCHMIDT 054981 SL CORSIGLIA 054994 JB DAVIS 055001 MV CHIRCOP 055003 BA THOMAS 254881 BW LEATHERS 254891 JM BOVA 254981 CA ANGELLO 000255 A T & T 003950 ANTHEM BLUE CROSS 011150 J.B. DEWAR, INC. 013535 FIRST TEXAS BANK 024453 PACIFIC GAS & ELECTRIC 013535 FIRST TEXAS BANK 024453 PACIFIC GAS & ELECTRIC 0131878 THE GAS COMPANY 032472 STATE COMPENSATION INS. F	7/14/10 7/14/10 7/14/10 7/123/10 7/33/10 7/33/10	43.50 163.00 3,167.31 203.90 .00	
		YEAR TO	TAL 1910	499,152.30 **	
		TOTAL OPEN CHEC	CKS	499,152.30	

page * 6 of 9

8/31/10		MONTHLY CHECK REGISTER		PAGE	1
TYPE CHEC	CK# EMPLOY	EE/VENDOR	DATE	AMOUNT WRITTEN	
55555555555555555555555555555555555555	957 012220 958 012220 959 012220 959 0122210 961 0122150 962 0231582 963 0231594 964 000751999 965 0007820 967 001484 968 002085 967 001484 967 004514 967 007514 967 007514 967 010514 967 010514 967 010514 967 010520 967 010520 967 010520 967 010520 968 010520 977 010520 968 015210 968 0152210 968 015220 968 015220 968 015200 968 016290 969 0233753 969 0334475<	MONTHLY CHECK REGISTER EE/VENDOR RF MONTEMURRO AL DIAZ C PARDO CZ RUIZ MA TORRES DP SILVEIRA SA LANGSTAFF ADVANTAGE ANSWERING PLUS, AGFP VIDEO AIRGAS WEST AMERITAS LIFE INSURANCE CITY OF ARROYO GRANDE ARROYO GRANDE, CITY OF BURDINE PRINTING CA CHAMBER OF COMMERCE CA DEPT OF HEALTH SERVICE CHARTER COMMUNICATIONS CLINICAL LABORATORY OF COAST ELECTRONICS CREDIT CARD PROCESSING CE CSG SYSTEMS DAVE'S ELECTRIC PAMELA DEAN EXECUTIVE JANITORIAL FERGUSON ENTERPRISES, INC GROVER BEACH, CITY OF VERIZON WIRELESS JIM HILL INFPRINT SOLUTIONS CO KIRK & SIMAS LUCEY, MARY K. MINER'S ACE HARDWARE, INC NOSSAMAN, GUTHNER, KNOX E QUILL CORPORATION SAN LUIS OBISPO, COUNTY O SHORELINE LANDSCAPE AND SSLOCSD STATEWIDE SAFETY & SIGNS, STANLEY CONVERGENT SECURI TODD ENGINEERS UNDERGROUND SERVICE ALERT WALLACE GROUP RICHARD JONES DBA WRIGHT, IV HAROLD L. MONTEMURRO GA DAVIS AL DIAZ, C PARDO CZ RUIZ MA TORRES DP SILVEIRA SA LANGSTAFF A.C.E., INC. 3424 A T & T AGP VIDEO AWAELA BURDINE PRINTING CLINICAL LABORATORY OF COLD CANYON LANDFILL, INC DEAN, PAMELA J.B. DEWAR, INC. DIGITAL WEST NETWORKS FISHER SCIENTIFIC KIKK & SIMAS MIES BON L. NEN SUPPLY NOSSAMAN, GUTHNER, KNOX E	006666/11111111111111111110000000000000	000 0000 0000 0000 0000 0000 0000 0000 0000	

page # not 9

8/3	31/10	MONTHLY CHECK REGISTER		PAGE	2
TYPE	CHECK#	EMPLOYEE/VENDOR	DATE	AMOUNT WRITTEN	
A P A P A P A P A P A P A P A P A P A P	51033 510334 510336 510336 510339 510440 510442 51043	025255 PHILADELPHIA INSURANCE CO 025743 QUILL CORPORATION 028611 SAN LUIS OBISPO, COUNTY O 031878 THE GAS COMPANY 032890 SWCA 033040 STANLEY CONVERGENT SECURI 033570 TODD ENGINEERS 034440 ULTREX BUSINESS PRODUCTS 091058 GLM LANDSCAPE MANAGEMENT 094120 DEBRUM, VANESSA 094532 WATER SYSTEMS CONSULTING,	8/25/10 8/25/10 8/25/10 8/25/10 8/25/10 8/25/10 8/25/10 8/25/10 8/25/10 8/25/10	3,193.92 1,535.44 365.44 294.82 451.20 4,675.94 4,675.99 400.00 137.18 264.60	
		TOT	AL 08/10	168,699.24 *	
		YEAR TOT	AL 1910	168,699.24 *	*
		TOTAL OPEN CHEC	KS	168,699.24	

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page # 9 & 9

OCEANO COMMUNITY SERVICES DISTRICT



1655 Front Street, P.O. Box 599, Oceano, CA 93475 805/481-6730 fax 805/481-6836

October 27, 2010

TO: Board of Directors, Oceano CSD

FROM: Raffaele F. Montemurro, General Manager

SUBJECT: QUARTERLY INVESTMENT REPORT/DISTRICT INVESTMENT POLICY

QUARTER ENDED SEPTEMBER 30, 2010

In accordance with the District's Board-approved investment portfolio, all District investments are with the following agencies:

There are sufficient funds to meet the next 30 days' obligations.

TYPE OF INTEREST	INSTITUTION	DATE OF CASH MATURITY BALANCE		QUARTERLY INTEREST PAID AND RATE		
Pooled Investments:	SLO County Fund 41005-00000	Demand	* \$	448,070.01	\$	439.66 .40%
	LAIF	Demand	*	293.59		.32 .51%
FDIC Investments:						THE STATE OF THE S
Public Investment Money Ma Acct -5783	rket Rabobank	Money Market		636,039.27		1,006.52 .67%
Public Fund CD Acct -7652	Rabobank	CD		20,730.84		202.63
Public Fund CD Acct -7654	Rabobank	CD		27,050.13		.33% 120.61 .15%
Public Fund CD Acct -7655	Rabobank	CD		21,768.40		234.72
Public Checking Acct - 5110 Operating Funds Quarterly Interest	1 Rabobank	Demand	-	313,820.27	\$.36% 0.00 <u>0.00</u> % <u>2,004.46</u>

TOTAL BALANCE FUNDS ON DEPOSIT AT 09-30-2010

<u>\$ 1,467,772.51</u>

* (Includes interest for the quarter ended September 30, 2010)

(Balance at 06-30-08 Quarter End - \$2,051,622.51) (Balance at 06-30-07 Quarter End - \$1,946,401.26) (Balance at 06-30-09 Quarter End - \$1,674,317,.61)

Agenda Item 10 27 2010 7.c.

RESOLUTION NO. 2010 - 17____

RESOLUTION OF THE BOARD OF DIRECTORS OF THE OCEANO COMMUNITY SERVICE DISTRICT APPROVING AN AMENDMENT TO THE WATER SUPPLY CONTRACT WITH THE SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

WHEREAS, the Board of Directors of the Oceano Community Services District ("the Board") executed and delivered a form of Contract between the San Luis Obispo County Flood Control and Water Conservation District ("the District") and the Oceano Community Services District ("the Agency"), effective September 19, 2000 (the "Existing Contract"), respecting the water provided through the District's Lopez Dam facility, including its appurtenances (collectively, referred to as "the Facility"); and

WHEREAS, the Agency originally entered into a contract for a water supply with the District ion October 24, 1966 ("the Prior Supply Contract"), which contract was first amended and restated in the form of the Existing Contract; and

WHEREAS, the Agency has heretofore purchased water from the Facility for its water enterprise, pursuant to the terms of the Existing Contract; and

WHEREAS, circumstances in the financial markets will now permit the refinancing of the Facility on terms beneficial to the ratepayers and taxpayers of the Agency; and

WHEREAS, in order to implement the refinancing, it is necessary to amend the Existing Contract in certain respects; and

WHEREAS, there has been presented to the Board a form of Amendment No. 2 to the Existing Contract (the "Amended Contract") which will authorize the foregoing refinancing; and

WHEREAS, the Agency now wishes to insure the availability of water from the Facility on the most favorable possible terms and, to that end, wishes to approve the terms of the Amended Contract and to authorize its execution;

NOW, THEREFORE, the Board does hereby resolve and determine as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. The terms and provisions of the Amended Contract, as presented to and reviewed at this meeting of the Board, are hereby approved, and the President [title of officer] of the Board is hereby authorized and directed to execute the Contract in the name of and on behalf of the Agency, in substantially the form presented to and approved at this meeting of the Board.

Section 3. In connection with the refinancing of the Facility, the Agency understands and agrees that delivery of revenue bonds ("the Bonds") by the SLO County Financing Authority intended to effect the refinancing will be conditioned both upon (a) the delivery of the fully executed Amended Contract and the fully executed amended existing water supply contracts of the other participating agencies in the Facility and (b) a showing that the refinancing will result in savings to the Agency in the amount of not less than 5% of present value of the Agency's pro rata share of Installment Debt Service (as defined in the Existing Contract).

Section 4. The Agency understands and agrees that it has been obligated under the terms of the 2000 Tax-Exempt Obligations to provide certain annual information regarding its finances and operations to the municipal marketplace. In the event that Agency is able to perform all acts, conditions and things required by law to be done or performed in strict conformity with the laws authorizing the issuance of general obligation refunding bonds and to therefore participate in the refinancing of the Facility, Agency acknowledges that it will take all necessary steps to comply with Securities and Exchange Commission Rule 15c2-12 ("the Rule") to provide continuing disclosures regarding Agency's finances and operations. If the agency elects to participate in the within-described refinancing, the agency acknowledges that it will be required to enter into a form of continuing disclosure agreement provided by counsel to the authority's underwriter and, additionally, would be required to provide historical data from 2000 to the present in a form sufficient to bring the agency into compliance with the Rule.

Section 5. This resolution shall take effect immediately upon its adoption.

of the Oceano Community Services District held at Oceano, California, on Oct 2010, by the following vote:	
AYES:	www.satemanene
NOES:	
ABSTENTIONS:	
ABSENT:	
Ву	
Vern Dahl President	
ATTEST:	
D ₁₁	

Raffaele F. Montemurro

AMENDMENT NO. 2 TO CONTRACT BETWEEN SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AND THE OCEANO COMMUNITY SERVICE DISTRICT FOR A WATER SUPPLY

This Amendment No. 2 to the Contract between San Luis Obispo County Flood Control and Water Conservation District ("the District") and the Oceano Community Services District ("the Agency"), for a Water Supply ("Amendment No. 2") is entered into by and between the District, duly established and existing under the San Luis Obispo County Flood Control and Water Conservation Act (Act 7205 of the Uncodified Acts of the California Water Code), and the Agency, a public entity of the State of California duly established pursuant to the provisions of Division 3 of Title 6 of the California Government Code, as of the Effective Date identified below, and is undertaken with regard to the following facts:

RECITALS:

WHEREAS, the Agency originally entered into a contract with the District on October 24, 1966 ("the Prior Supply Contract") for the provision of a Water Supply for the use and benefit of the lands and inhabitants served by the Agency; and

WHEREAS, the District and the Agency amended and restated the Prior Supply Contract by execution of a contract for Water Supply effective September 19, 2000 ("the Existing Contract") making provision for the financing of seismic improvements to Lopez Dam (the "Project"), which provides a Water Supply to the Agency for the use and benefit of the lands and inhabitants served by the Agency; and

WHEREAS, the Existing Contract provides for the calculation of Agency Debt Service based upon the issuance of Tax-Exempt Obligations in the aggregate principal amount of \$28,905,000 of Lopez Dam Improvement Revenue Bonds, 2000 Series A (the "2000 Revenue Bonds") of the SLO County Financing Authority, a joint exercise of powers authority established under the laws of the State of California (the "Authority"), on August 15, 2000, which included \$13,200,000 in general obligation bonds of the District (the "2000 G.O. Bonds") and \$15,705,000 of Installment Purchase Agreement obligations (the "IPA"), which were pledged to the payment of the Revenue Bonds; and

WHEREAS, it now appears to the District and the Agency that conditions in the financial market place are appropriate for a cost-effective refunding of the Revenue Bonds, reducing the tax levy for the G.O. Bonds and the water rates pledged under the IPA, for the benefit of the taxpayers and ratepayers of the District and the Agency;

WHEREAS, certain amendments to the Existing Contract are necessary and appropriate in order to reflect the foregoing; and

WHEREAS, in compliance with Article 23 of the Existing Contract, all Other Agencies (as defined therein) are also being provided with an Amendment No. 2 (each, an "Other Amendment No. 2"), all of which shall be executed by the respective Other Agencies as a condition to the effectiveness hereof; and

WHEREAS, in compliance with said Article 23, it shall also be necessary as a condition to the effectiveness hereof that the Rating Agencies confirm their ratings with respect to the Tax-Exempt Obligations (as defined in the Existing Contract):

NOW, THEREFORE, be it agreed and understood by the parties hereto as follows:

- Section 1. <u>Recitals; Defined Terms</u>. The foregoing recitals are true and correct. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Existing Contract.
- Section 2. Replaced and Additional Definitions. (a) The definitions of the following terms shall replace the definitions of the same terms within Article 1 of the Existing Contract.

"General Obligation Bonds" shall mean those certain general obligation bonds of the District, issued pursuant to authorization received from voters of the District at the election conducted on March 7, 2000, in an aggregate principal amount of not to exceed \$13,200,000, supported by a levy of *ad valorem* taxes throughout the District, including any general obligation bonds issued to refund the 2000 G.O. Bonds.

"<u>Tax-Exempt Obligations</u>" shall mean those certain obligations executed and delivered by or on behalf of the District, representing and evidencing interests of the owners thereof in certain installment payments to be made by the District for the acquisition of the Project, whose proceeds are to be used to finance, refinance or reimburse the costs of the Seismic Remediation improvements, in an aggregate principal amount of not to exceed the net amount, following the application of proceeds of sale of the General Obligation Bonds required to complete the Seismic Remediation Improvements pursuant to State mandate and the District's competitive bid process for such Improvements. The term "Tax-Exempt Obligations" shall also include any refunding bonds issued in order to refund such Tax-Exempt Obligations.

(b) The following defined term shall be added to Article 1 of the Existing Contract.

"Refunding Bonds" shall mean those certain bonds executed and delivered by or on behalf of the District, refunding any General Obligation Bonds and/or Tax-Exempt Obligations of the District (together, the "Prior Obligations"), the proceeds of which are applied: (i) to refinance or retire the Prior Obligations of the District and (ii) to any costs of issuance in connection therewith.

Section 3. Concurrence with Refunding. The Agency concurs with the recommendation of the District to effect a refunding of the Tax-Exempt Obligations and the G.O. Bonds issued in connection with the Prior Revenue Bonds and agrees to take all appropriate action in support of the issuance of the Refunding Bonds, as recommended by the District, its Bond Counsel, being Fulbright & Jaworski L.L.P., and its Financial Advisor, being Public Financial Management. In particular, the Agency understands and agrees that it will have incurred additional continuing disclosure obligations with respect to the Refunding Bonds, as more particularly described in the Continuing Disclosure Agreement to be executed in connection with the Refunding Bonds, pursuant to Rule 15c2-12 of the Securities and Exchange Commission.

- Section 4. Agency's Obligations, re: Advance from District. In the event that Agency is unable to meet its obligation to provide certain financial and operating data relating to such Agency, and is therefore unable to meet all acts, conditions and things required by law to be done or performed in strict conformity with the laws authorizing the issuance of general obligation refunding bonds, then the District may provide an amount (the "Advance") necessary to effectuate a refunding of the installment purchase portion of the original Tax-Exempt Obligations attributable to the Agency (the "Agency's Installment Purchase Obligation") on the scheduled closing date for the refunding bonds. Such an Advance by the District shall be considered a loan to the Agency, and the Agency shall thereafter be obligated to continue to make payments to the District in accordance with the original Agency Debt Service schedule related to the Agency's Installment Purchase Obligation as though the Original Tax-Exempt Obligation had never been refunded until such time as the Advance, plus interest accrued thereon at the interest rate applicable to the original tax-exempt obligations, shall be repaid to the District in full.
- Section 5. Governing Law. This Amendment No. 2 shall be governed by the provisions of the laws of the State of California applicable to contracts made and performed in such State.
- Sections 6. <u>Counterparts; Entire Contract</u>. This Amendment No. 2 may be executed in counterparts, each of which shall, together, constitute an entire document. Furthermore, following the Effective Date defined below, the Existing Contract, as amended by this Amendment No. 2, shall constitute the full and complete Water Delivery Entitlement Contract of the Participant.
- Section 7. <u>Effective Date</u>. This Amendment No. 2 shall become effective as of the last date upon which the District, the Agency, and the Other Agencies shall execute this Amendment No. 2 or one of the Other Amendment No. 2's, in accordance with Article 32 of the Contract (the "Effective Date").
- **Section 8**. Ratification. In all other respects, the provisions of the Existing Contract are confirmed and ratified.

IN WITNESS WHEREOF, the parties have each executed this Amendment No. 2 by their duly authorized representatives as of the first date set forth above:

OCEANO COMMUNITY SERVICES DISTRICT

	By Vern Dahl President
	Date
APPROVED AS TO FORM: [PARTICIPANT ATTORNEY]	ATTEST: [PARTICIPANT CLERK]
ByAlex Simas, District Legal Counsel	ByRaffaele F. Montemurro, General Manager
	SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
	By Chairperson, Board of Supervisors
	Date
APPROVED AS TO FORM: COUNTY COUNSEL:	
By Deputy County Counsel	
Date	
ATTEST: JULIE L. RODEWALD, COUNTY CI	LERK
By Deputy County Clerk	
Date	



Oceano Community Services District

1655 Front Street, P.O. Box 599, Oceano, CA 93475

(805) 481-6730

FAX (805) 481-6836

October 27, 2010

TO:

Board of Directors, OCSD

FROM:

Raffaele F. Montemurro, General Manager

SUBJECT:

CLEANING AND INSPECTION OF DISTRICT SEWER AND WATER LINES

Public Contracts Code Section 22050(c)(1) requires that if the governing body orders any action after the emergency has been declared, the governing body shall review the emergency action at its next regularly-scheduled meeting and at every regularly- scheduled meeting thereafter until the action is terminated, to determine, by four-fifths vote, that there is need to continue the action.

THE RECOMMENDED ACTION BEFORE YOUR BOARD is to: by Board discussion, public comment, motion, second, and roll call vote, determine, by four-fifths vote, that there is a need to continue the action.

Agenda Item 10 27 2010 8. a.



Oceano Community Services District

1655 Front Street, P.O. Box 599, Oceano, CA 93475

(805) 481-6730

FAX (805) 481-6836

October 27, 2010

Carlos Castaneda P.O. Box 357 Grover Beach, CA 93483-0357

SUBJECT: APN 062-282-007; OCSD PROJ #6349 SLO CO #2005-00115

OWNER/PROJECT: Castaneda/ 3-Lot Split

Dear Mr. Castaneda:

Oceano Community Services District will serve the 3-lot split proposed for APN 062-282-007; subject to the following conditions:

- 1. Obtain valid OCSD and SSLOCSD permits. There are no fees due at this time.
- 2. Show onsite water and sewer services and cleanouts on plot plan.
- Offsite improvements for water, sewer, street lighting, and/or fire protection may be required and will be determined when engineered plans are submitted for District review.
- A fire safety plan exception of content letter has been issued, with the understanding that a 20' wide access or driveway must be paved with an allweather surface.
- If any of the District facilities are required to be moved, raised, or in any way altered or changed because of required conditions of the District or any other agency having jurisdiction over the proposed development, the owner, developer, contractor, or agent responsible shall bring such facilities up to a minimum District standard of design and access.
- 6. If District facilities (such as water and/or sewer lines) extend into or across the subject property, you will be required to prepare and submit appropriate easement documents and/or encroachment permits for acceptance by the District's Board of Directors and recording with the County Clerk-Recorder.
- 7. All projects will require final inspections by OCSD.

Pursuant to County Ordinance 22.05.106 curbs, gutters and sidewalks may be required at owner's expense.

Carlos Castaneda Page 2 October 27,2010

This will serve letter will expire October 27, 2011 and is nontransferable. The District reserves the right to review service at the time permits are issued. If you have any questions, please contact the office at (805) 481-6730.

Respectfully submitted,

OCEANO COMMUNITY SERVICES DISTRICT

Raffaele F. Montemurro, General Manager

October 7, 2010

Oceano Community Servers Detrict P. O Bux 599 Oceano CA 93475-6599

Subject: Will Serve Request; APN 062-282-007 OCSD project # 6349 SLOG# 2005-00115 Owner / Project: Castaneda / 3-10+ Spl.+

Deer Sil Muden

I am requesting an extension on the existing will serve letter for APN 062-292-007.

I am the current owner of the property and I thank you for you time and consideration.

If you have any question, or need additional information, please all me at 805-431-4360

Sincerely,

Carlos Cestañado

PD Box 357

93483



SAN LUIS OBISPO COUNTY DEPARTMENT OF PLANNING AND BUILDING

VICTOR HOLANDA, AICP

THIS IS A NEW PROJECT REFERRAL

DATE: \\ /13/0	5 Fg.
TO: Dean	CSD
FROM: 🛛 - South Co	unty Team
PROJECT DESCRIP 3 lot parce	TION: File Number: SUB2005-00115 Applicant: Castaneda map in Oceano, Off 16th Street.
Return this letter with	your comments attached no later than: 11/29/05
PART 1 - IS THE AT	TACHED INFORMATION ADEQUATE TO COMPLETE YOUR REVIEW?
□ YES □ NO	(Please go on to PART II.) (Call me ASAP to discuss what else you need. We have only 30 days in which we must accept the project as complete or request additional information.)
	E SIGNIFICANT CONCERNS, PROBLEMS OR IMPACTS IN YOUR OF REVIEW?
□ YES	(Please describe impacts, along with recommended mitigation measures to reduce the impacts to less-than-significant levels, and attach to this letter) (Please go on to PART III)
PART III - INDICATE	YOUR RECOMMENDATION FOR FINAL ACTION.
	any conditions of approval you recommend to be incorporated into the oval, or state reasons for recommending denial.
IF YOU HAVE "NO C	COMMENT," PLEASE SO INDICATE, OR CALL.
We recommend approximately stated in the (oproval upon satisfactory completion of all requirements as
11/18/05 Date	Name Philip T. Davis 481-6730 Phone
County Govern	MENT CENTER · SAN LUIS OBISPO · CALIFORNIA 93408 · (805) 781-5600

SUB201)1 CO05-0207 CASTANEDA CAR

Parcel N

SUBDIVIDING A SINGLE .56 ACRE PARCEL INTO THREE PARCELS SLB/ OCNO

GEKERALAPPLICATIO

San Luis Obispo County Department of Planning and Bi

AR RSF

APPLICATION TYPE CHECK ALL THAT APPLY Public Lot Voluntary Merger Certificate of Compliance Lot Line Adjustment Parcel Map Receiving Site Sending Site Condominium (new or conversion) Road Abandonment Reversion to Acreage Reconsideration
APPLICANT INFORMATION Check box for contact person assigned to this project Landowner Name Carlos Castaneda Daytime Phone 431-9360 Mailing Address P.O. Box 430, Grover Beach, CA Zip 93483 Email Address:
□ Applicant Name Carlos Castaneda Daytime Phone 431-9360 Mailing Address P.O. Box 430, Grover Beach, CA Zip 93483 Email Address:
PROPERTY INFORMATION Total Size of Site: .56 Acres Assessor Parcel Number(s): 062-282-007 Legal Description: Certificate of Compliance 2005-015070 Address of the project (if known): 1350 16th Street, Oceano, CA Directions to the site - describe first with name of road providing primary access to the site, then nearest roads, landmarks, etc.:
Describe current uses, existing structures, and other improvements and vegetation on the property: Residential
PROPOSED PROJECT Describe the proposed project (inc. size of all proposed parcels): Subdividing a single .56 acre parcel into three parcels 6,526 S.F., 7,004 S.F., and 10,892 S.F.
LEGAL DECLARATION I, the owner of record of this property have completed this form accurately and declare that all statement here are true. I do hereby grant official representatives of the county authorization to inspect the subject property. Property owner signature Date /8/15/05
FOR STAFF USE ONLY Minimum Parcel Size:

LARD DIVISION APPLICATION

San Luis Obispo County Department of Planning and Building	File No
Project Information: What is the proposed density or parcel siz Number of existing lots, parcels or certificates: What will the property be used for after division: Single Family F	Existing parcel sizes: .56 acres
Is the property part of a previous subdivision that you filed?: Yes, what was the map number: Tract No: CO	
Have you reviewed county records to determine if the subject propa a recorded certificate of compliance or a recorded map? Yes Building permits or other approval?: Yes No If Yes to either question, please provide copies of all applicab	⊠ No
Off-Site Improvements: Will off-site road or drainage improveme	ents be required? ☐ Yes ☒ No
Surrounding parcel ownership: Do you own adjacent property? If yes, what is the acreage of all property you own that surrounds t	
Describe existing and future access to the proposed project site	Access via Wilmar Ave. to 16th street,
Surrounding land use: What are the uses of the land surroundin please specify all agricultural uses): North: Residential South: Residential East: Residential West: Residential	idential
Proposed water source: ☐ On-site well ☐ Shared well ☐ Community System - List the agency or company responsible Do you have a valid will-serve letter? ☒ Yes If yes, please sul	for provision: Oceano Community Services District
Proposed sewage disposal: ☐ Individual on-site system ☐ Community System -List the agency or company responsible ☐ Do you have a valid will-serve letter? ☒ Yes ☐ If yes, please su	for sewage disposal: OCSD ubmit copy
Fire Agency: - List the agency responsible for fire protection: CD	OF
List available or proposed utilities: ☒ Gas ☒ Telephone	☑ Electricity ☐ Cable TV
Adjustments: Are you requesting any adjustments? ☐ Yes ☐ Parcel & site design (21.03.010(c)) ☐ Access & circula ☐ Flood hazard & drainage (21.03.010(e)) ☐ Water supply (20.01) ☐ Sewage Disposal (21.03.010(g)) ☐ Public Utilities (20.01) ☐ Road Exception (21.03.010(d)) ☐ Briefly describe the reasons for the request:	21.03.010(h))

ERVIRORMERTAL DESCRIPTION FORM

San Luie Chiena Calinty Henarment of Planning and Bullining - File N	3
San Luis Obispo County Department of Planning and Building File N	<i>,</i>

The California Environmental Quality Act (CEQA) requires all state and local agencies to consider and mitigate environmental impacts for their own actions and when permitting private projects. The Act also requires that an environmental impact report (EIR) be prepared for all actions that may significantly affect the quality of the environment. The information you provide on this form will help the Department of Planning and Building determine whether or not your project will significantly affect the quality of the environment.

To ensure that your environmental review is completed as quickly as possible, please remember to:

Answer ALL of the questions as accurately and completely as possible.

Include any additional information or explanations where you believe it would be helpful or where required. Include additional pages if needed.

If you are requesting a land division or a re-zoning, be sure to include complete information about future development that may result from the proposed land division or rezoning.

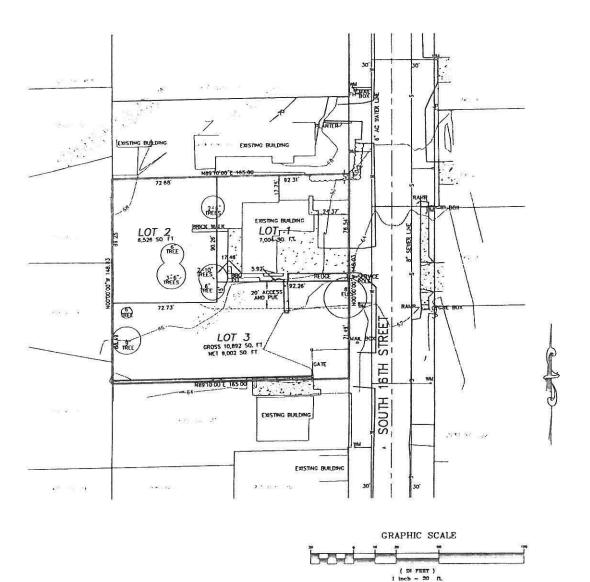
Include references to any reports or studies you are aware of that might be relevant to the questions asked or the answers you provide.

Should a determination be made that the information is inaccurate or insufficient, you will be required to submit additional information upon request.

Physical Site Characteristic Information

Your site plan will also need to show the information requested here

101	11 -	the plan will also need to enow the information requested here
1.		Describe the topography of the site:
		Level to gently rolling, 0-10% slopes:56acres
		Moderate slopes of 10-30%:acres
		Steep slopes over 30%:acres
2.		Are there any springs, streams, lakes or marshes on or near the site? Yes
		If yes, please describe:
3.		Are there any flooding problems on the site or in the surrounding area ☐ Yes ☒ №
		If yes, please describe:
4.		Has a drainage plan been prepared? ☐ Yes ☒ No
		If yes, please include with application.
5.		Has there been any grading or earthwork on the project site? ☒ Yes ☐ No
		If yes, please explain: When house was constructed
6.		Has a grading plan been prepared? ☐ Yes ☒ No
		If yes, please include with application.
7.		Are there any sewer ponds/waste disposal sites on/adjacent to the project? ☐ Yes ☒ No
8.		Is a railroad or highway within 300 feet of your project site? Yes No
9.		Can the proposed project be seen from surrounding public roads? ☒ Yes ☐ No
		If yes, please list: 16th Street



CWNER'S STATEMENT

I HEREBY APPLY FOR APPROVAL OF THE DIMSON OF REAL PROPERTY SHOWN ON THIS PLAT AND STATE THAT I AM THE LEGAL OWNER OF SAID PROFERTY OR THE AUTHORIZED ACENT OF THE LEGAL OWNER AND THAT THE MICROBIATION SHOWN HEREN IS TIME AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

WESTLAND ENGINEERING, INC. 3460 S. HIGUERA, SUITE 130, SAN LUIS ORISPO, CA. 93401 (805) 541-2394

OWNER CARLOS A CASTAMEDA JR. 1350 16TH STREET DCEAMO, CA 93445

ENGINEER'S STATEMENT

I HEREBY STATE THAT THIS MAP WAS PREPARED BY ME OR UNDER MY SUPERMSON AND TO THE REST OF MY KNOWLEDGE COMPLED WITH THE LOT DIVISION ORDINANCE OF THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORMIA.



TERENCE K. ORTON, P.E. 21807, EXPIRES 9-30-2005 WESTLAND ENGINEERING INC. 3480 S. HIGUERA, SUITE 130, SAN LUIS 08/SPO, CA. 93401 (805)-541-2394

APN 062-282-007

ASSESSOR PARCEL NUMBER 062-282-007

PARCEL INFORMATION

TOTAL SITE AREA - 0 56 ACRES



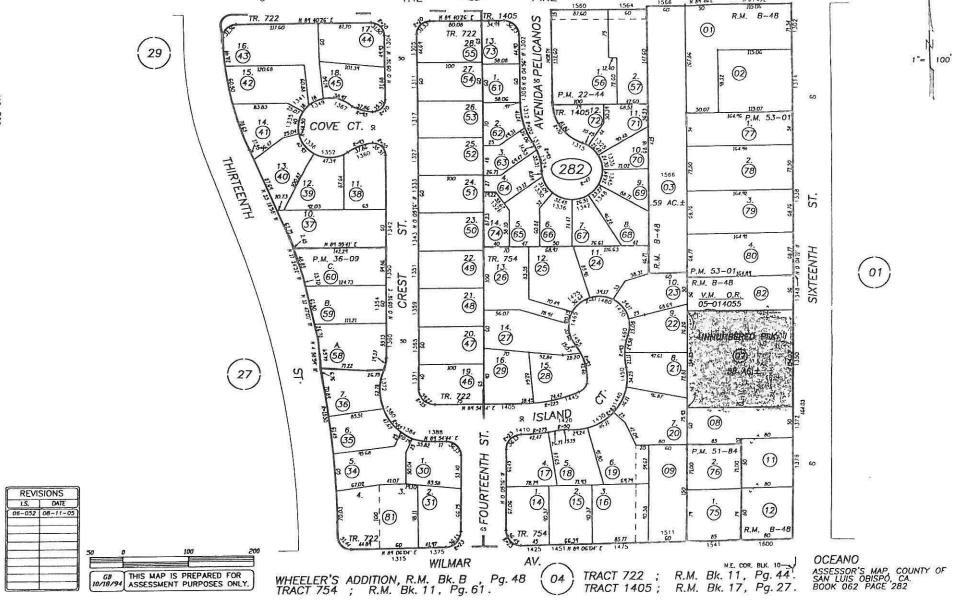
VESTING TENTATIVE MAP

PARCEL MAP CO 05-0207 OF A PORTION OF THE UNUMERED BLOCK IN
WHEELER'S ADDITION
TO THE
OTY OF OCEANO
STATE OF CALIFORNIA
PREPARED FOR

CARLOS CASTANEDA

WESTLAND ENGINEERING, INC.

3480 S. HIGUERA, SUITE 130 SAN LUIS ORISPO, CALIFORMA 93401 (805) 541-2394 JUNE 2005 JOB NO 05 032

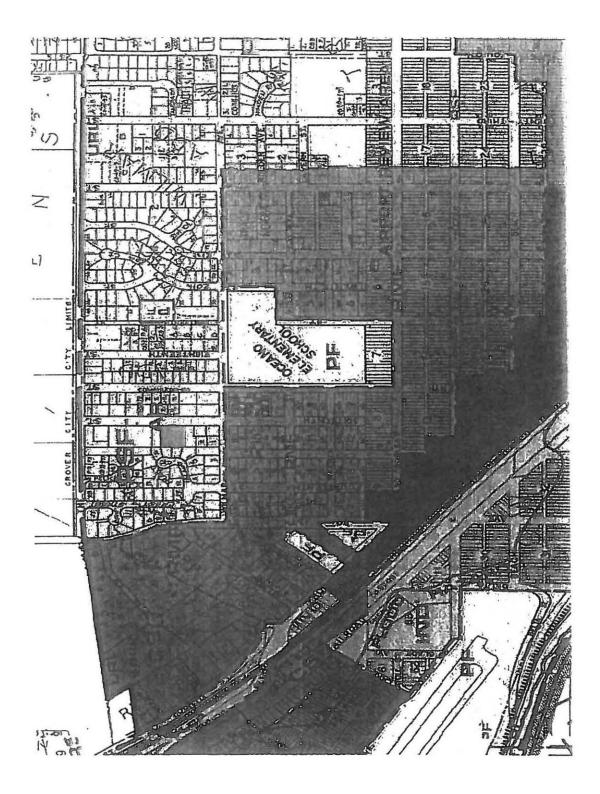


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ITIC





San Luis Obispo County Department of Planning and Building

County Government Center

San Luis Obispo, California 93408

Telephone: (805) 781-5600

Address Information

Status

Address

01350 16TH ST OCNO

Lot Information:

Community: OCNO

Planning Area: SLB

Tract / Block / Lot

Type

Twnshp Range

0001

Section Lot N

Land Use Elements Lot Flags

Misc

APV.C0

031

WHEEL UN#

PTN

Y

RSF / AR

People Information

Role Name and Address

CASTANEDA CARLOS A JR

1350 16TH ST OCEANO CA 93445-9498

Phone Numbers and Contact info

Notes

Parcel Information

Status Active

OWN

Description

TN OCEANO PTN WHEELER SB

Notes

Page 1 of 1

ParcelSummary.rpl

SA. LUIS OBISPO COUNTY

DEPARTMENT OF PLANNING AND BUILDING

NOTICE OF PUBLIC HEARING

VICTOR HOLANDA, AICP DIRECTOR

San Luis Obispo County Subdivision Review Board

WHEN: Monday, June 5, 2006, at 9:00 a.m. (All items are advertised for 9:00 a.m. To find out

the agenda placement call the Planning Department at 781-5600)

WHAT: Hearing to consider a request by CARLOS CASTENEDA for a Vesting Tentative Parcel Map (CO 05-0207) to subdivide an existing .56 acre parcel into three parcels of 6,526, 7,004 and 10,892 square feet each for the purpose of sale and/or development. The project also includes a request for an exception to the setback standards included

in Section 22.10.140 of the Land Use Ordinance to allow a 24 foot, 7 inch front setback for an existing residence instead of the required 25 foot front setback. The project includes off-site road improvements to 16th Street. The proposed project is within the Residential Single Family land use category and is located on the west side of 16th Street (at 1350 16th Street), between Wilmar Avenue and The Pike, in the community of

Oceano. The site is in the San Luis Bay (Inland) planning area.

County File No: SUB2005-00115 Assessor Parcel Number: 062-282-007 Supervisorial District 4 Date Accepted: March 14, 2006

WHERE: The hearing will be held in the San Luis Obispo County Board of Supervisors

Chambers, 1055 Monterey St., Room #D170, County Government Center, San Luis Obispo, CA. The Board of Supervisors Chambers are located on the corner of Santa Rosa and Monterey Streets. At the hearing all interested persons may express their

views for or against, or to change the proposal.

FOR FURTHER INFORMATION: A copy of the staff report will be available on the Planning Department website, www.sloplanning.org. You may contact Stephanie Fuhs, Project Manager, in the San Luis Obispo County Department of Planning and Building, County Government Center, San Luis Obispo, California 93408 (805) 781-5600.

ENVIRONMENTAL INFORMATION: This project is exempt under CEQA.

If you challenge this matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this public notice or in written correspondence delivered to the appropriate authority at or before the public hearing

DATED: May 3, 2006

EMAIL: planning@co.slo.ca.us

MARY VELARDE, SECRETARY PRO-TEM COUNTY SUBDIVISION REVIEW BOARD

NO CHANGES TO ORIGINAL PLANS

COUNTY GOVERNMENT CENTER . SAN LUIS OBISPO . CALIFORNIA 93408

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