

**TO:** James L. App, City Manager  
**FROM:** Ron Whisenand, Community Development Director  
**SUBJECT:** Water Service from TCSD in City Sphere of Influence  
**DATE:** June 2, 2009

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**NEEDS:** For the City Council to consider a request to update an agreement between the City, AJ Contractor Supply and the Templeton Community Services District for fire-suppression water service within the City's Sphere of Influence.

- FACTS:**
1. In 1998 the City and Templeton Community Services District (TCSD) entered into an agreement regarding utility services and boundary definitions. In the vicinity of Ramada Drive, TCSD provides water and sewer services to the south side of Volpi-Ysabel Road, and developments south. The City is to provide services to the north side of Volpi-Ysabel Road and developments north.
  2. The southern City Limit along Ramada Drive extends to Calle Propano, about 0.5 miles north of Volpi-Ysabel Road. The parcels between Calle Propano and Volpi-Ysabel along Ramada Drive are within the City's Sphere of Influence.
  3. General Plan policy precludes the City from providing water services outside the City.
  4. In 2000, Central Coast Record Storage, and in 2001, Dallaire Inc., were granted permission by City Council to approach TCSD for fire suppression water service within the City's Sphere of Influence.
  5. In 2003, at the request of AJ Contractor Supply, the City Council authorized TCSD to provide water for fire suppression service to 2450 Ramada Drive. The subsequent agreement for service is dated April 14, 2004.
  6. George Crosier, owner of AJ Contractor Supply, has subsequently gained approval from the County to subdivide his property at 2450 Ramada Drive. As a condition of approval of the subdivision, the County has required that Crosier modify his agreement with the City and TCSD so that it applies only to the parcel containing the existing contractor supply business. The agreement will not apply to the vacant parcel being created.

**ANALYSIS  
AND**

**CONCLUSION:** In 2003, the City received a request from AJ Contractor Supply to allow installation of a water service from TCSD for fire protection at 2450 Ramada Drive, located within the City's Sphere of Influence. In accordance with General Plan policy, the City does not provide water and sewer services outside City limits prior to annexation. The Council accepted the request to allow water service for fire protection only and subsequently entered into an agreement with the owner and TCSD dated April 4, 2004. The agreement is subject to limits on the septic tank holding capacity; no opposition to future annexation, and connection to City water and/or sewer services when available.

The owner has since gained subdivision approval from the County. As a condition of subdivision approval, the County requires that the 2004 agreement be updated and applied

only to the parcel on which the current business and fire service exists. The agreement will not apply to the new vacant parcel being created.

This fire suppression service from TCSD will not influence future consideration of annexation of this area. Provision of potable water and sewer service by the City continues to be a significant benefit gained by annexation. The present request does not set a precedent for the city to uniformly consider or allow outside agencies to provide services within the City's Sphere of Influence.

**POLICY**

**REFERENCE:** Conservation Element of the General Plan; Agreement Between Templeton Community Services District and the City of El Paso De Robles, November, 1997

**FISCAL**

**IMPACT:** None

- OPTIONS:**
- a. Modify and update the agreement with AJ Contractor Supply and TCSD to allow for water service limited to fire suppression purposes at 2450 Ramada Drive.
  - b. Amend, modify or reject the above option.

Attachments: (4)

- 1) Letter from Kirk Consulting
- 2) Vicinity Map
- 3) Agreement dated 4-14-04
- 4) Agreement for consideration

Letter of Transmittal

Date: March 26, 2009  
To: John Falkenstien  
From: Jamie Kirk  
RE: AJ Contractor's Supply Agreement

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Attached is an updated agreement for the AJ Contractor's Supply property located on Ramada Drive in Templeton. As you may recall, the City of Paso Robles previously entered into an agreement with the owners and TCSD in 2004. The agreement was triggered by the AJ Contractor's Supply building receiving fire water service from TCSD.

Since signing the original agreement the owners have received approval of a two lot parcel map for their property. TCSD is not providing fire water to the newly created parcel therefore the agreement needs to be updated to reflect legal description for the parcel that is currently served by TCSD fire water (Parcel 2, CO 03-0097).

Once we have received the required signatures from the City of Paso Robles, we will submit the document to the County of San Luis Obispo for concurrent recording with the Final Map. Kirk Consulting will forward a copy of the final recorded document to the City.

If you have any questions regarding this matter please contact me at 461-5765.

Regards,

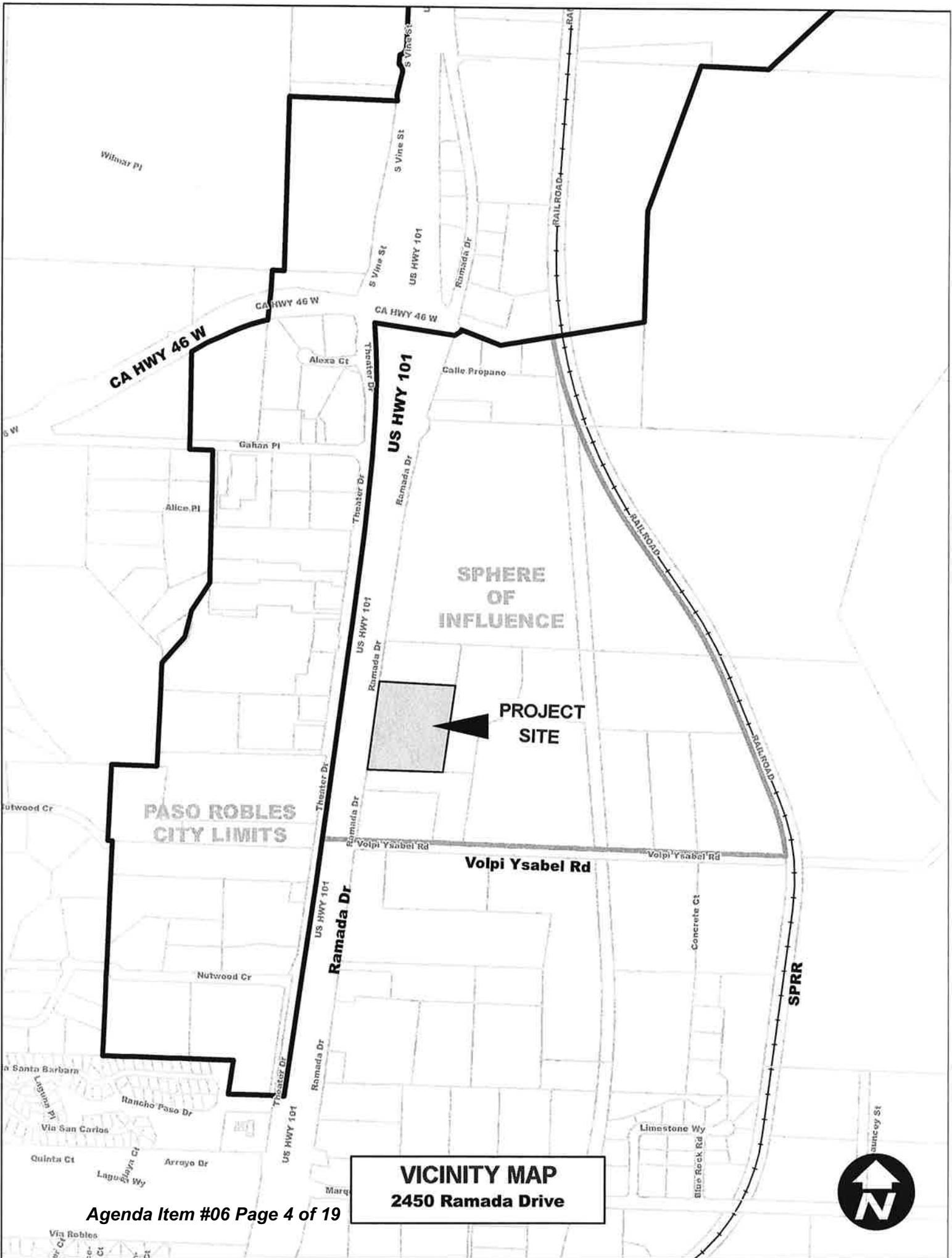
  
Jamie Kirk

Kirk Consulting

[jamie@kirk-consulting.net](mailto:jamie@kirk-consulting.net)

Phone: 805-461-5765 ext 11

Fax: 805-462-9466



**VICINITY MAP**  
**2450 Ramada Drive**

**JULIE RODEWALD**  
San Luis Obispo County - Clerk/Recorder

MEL  
4/28/2004  
8:00 AM

Recorded at the request of  
First American Title Company

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

CITY OF EL PASO DE ROBLES  
PUBLIC WORKS DEPARTMENT  
1000 SPRING STREET  
PASO ROBLES, CA 93446

DOC#: 2004035113



Titles: 1 Pages: 8

Fees	0.00
Taxes	0.00
Others	0.00
PAID	\$0.00

FOR RECORDER USE ONLY

**AGREEMENT TO LIMIT THE SEPTIC TANK HOLDING CAPACITY, NOT OPPOSE FUTURE  
ANNEXATION TO THE CITY OF PASO ROBLES AND TO CONNECT TO CITY WATER  
AND/OR SEWER SERVICES WHEN AVAILABLE IN THE IMMEDIATE AREA (500 FT)**

THIS AGREEMENT is made and entered into this 14 day of April, 2004,  
by and among AJ CONTRACTOR SUPPLY (hereinafter referred to as "OWNER"), TEMPLETON  
COMMUNITY SERVICES DISTRICT, a public body (hereinafter referred to as "TCSD"), and the  
CITY OF EL PASO DE ROBLES, a municipal corporation (hereinafter referred to as "CITY").

**WITNESSETH:**

WHEREAS, OWNER owns certain real property within the CITY's current Sphere of  
Influence (hereinafter referred to as the "subject property"), which is more particularly described in  
EXHIBIT A, and has been granted by CITY conditional permission to apply to TCSD to provide water  
for fire suppression purposes;

WHEREAS, TCSD has facilities available to provide the subject property with water for fire  
suppression purposes;

WHEREAS, in a agreement dated November 18, 1997, CITY and TCSD agreed to service area  
boundaries, and the subject property is within the CITY's service area;

WHEREAS, OWNER is requesting a connection to the adjacent TCSD water main to obtain  
water for fire suppression purposes only (with potable water to be provided by some other means), and  
also proposes to have sewer service provided by an on-site septic system provided by OWNER;

WHEREAS, the CITY's approval of owner's application to TCSD also is specifically  
conditioned upon OWNER (1) limiting the septic tank treatment capacity to be built by OWNER to  
that which is minimally required for the current operation as a contractor's yard; (2) agreeing not to

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oppose future annexation to the CITY, and (3) agreeing to connect to CITY water and sewer services when such services are available within 500 feet of the boundaries of the subject property; and

WHEREAS, execution of this Agreement by OWNER and CITY, and subsequent performance of its obligations by OWNER and its successors in interest will satisfy the requirement imposed as a condition of approval of permission to obtain water for the purpose of fire suppression from TCSD.

NOW, THEREFORE, IT IS AGREED by and among the parties hereto as follows:

1. **Incorporation of Recitals.** The above recitals are incorporated herein as if set forth in full.
2. **Installation of Septic Tank.** OWNER agrees that it shall, at its sole cost and expense, install a septic tank system to serve the subject property, and that the septic tank treatment capacity shall not exceed 2,500 gallons per day. OWNER further agrees that the installation of the septic tank system shall be in accordance with the provisions of the State's Uniform Plumbing Code.
3. **Annexation to City.** OWNER agrees that it will not oppose, directly or indirectly, any request or application to have OWNER's subject property annexed into the CITY.
4. **Connection to City Services.** OWNER agrees that, at its sole cost and expense, it shall, within 90 days after receipt of written notification from the CITY's Public Works Director, install connections from the subject property to the CITY sewer system when a CITY sewer main is located 500 feet or less from the subject property line and additionally when water service becomes available within 500 feet from the subject property and when the CITY determines that serving the subject property is consistent with CITY policy. At the time of any such connection to the CITY's sewer or water facilities, OWNER agrees to pay all applicable CITY connection fees or any other reimbursement fees associated with connecting to such CITY services.
5. **TCSD Fire Suppression Service.** Until annexation of OWNER's subject property to the CITY, OWNER may obtain fire suppression services for such property from TCSD pursuant to agreement between OWNER and TCSD. Any such services shall terminate on annexation.
6. **Waiver of Right of Protest.** OWNER agrees, on behalf of itself and its successors in interest, that it hereby waives the right to file or present any oral or written protest of or challenge to, directly or indirectly, the annexation of the subject property into the CITY.
7. **Agreement Runs with the Land.** This Agreement shall run with the subject property described above and shall be binding upon the OWNER and all of its assigns and successors in interest.

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8. **Indemnification.** The OWNER, and its assigns and successors in interest, shall defend, indemnify and hold harmless the CITY and TCSD, their officers, agents and employees from any and all claims, demands, damages, costs, expenses, or liability for injury or death to persons whomsoever or damage or loss or destruction of property whatsoever that is occasioned by the performance or attempted performance of the provisions hereof, or in any way arising out of this Agreement, except to the extent that such claims, etc. are caused by the sole and gross negligence or willful conduct of an indemnified party.

9. **Effect of Waiver.** Any waiver at any time by any party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

10. **Notices.** Unless otherwise provided, all notices herein required shall be in writing, and delivered in person or sent by United States first class mail, postage prepaid. Notices required to be given shall be addressed as follows:

**CITY:** Public Works Director  
City of El Paso de Robles  
1000 Spring Street  
Paso Robles, CA 93446

**TCSD:** Templeton Community Services District  
Attn.: Bill Van Orden  
P.O. Box 780  
Templeton, CA 93465

**OWNER:** AJ Contractor Supply  
Attn.: Ed Ryll and George Crosier  
501 Riverside Avenue  
P.O. Box 3024  
Paso Robles, CA 93447

Any party may change its address by notice in writing to the other parties and thereafter notices shall be addressed and transmitted to the new address.

11. **Validity of Other Agreements.** This Agreement is in addition to, and does not supersede, any other agreement or agreements entered into by and between the parties hereto, except that with regard to the specific subject matter of this Agreement, this document represents the entire and integrated agreement between CITY and OWNER and supersedes all prior negotiations, representations or

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agreements either written or oral. This Agreement may be amended only by written instrument, signed by both CITY and OWNER and recorded in accordance with Section 13 of this Agreement.

12. Invalidity. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

13. Agreement to be Recorded. OWNER, TCSD and CITY intend and consent to the recordation of this Agreement in the official records of the County of San Luis Obispo. CITY shall record the Agreement after its full execution.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written as follows:

AJ CONTRACTOR SUPPLY

By: Ed Ryll  
Ed Ryll

By: George Crosier  
George Crosier

TEMPLETON COMMUNITY SERVICES DISTRICT

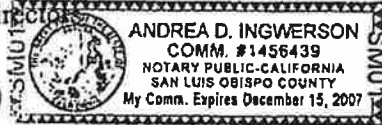
ATTEST:

By: Judy Dietch  
Judy Dietch, President  
Board of Directors

Laurie A. Don  
Secretary, Board of Directors

CITY OF EL PASO DE ROBLES

Frank R. Mecham  
Frank R. Mecham, Mayor



ATTEST:

Sharlyn M. Ryan  
Sharlyn M. Ryan, Deputy City Clerk



NOTE: SIGNATURES MUST BE NOTARIZED

State of California  
County of San Luis Obispo

On this 14th day of April, 2004, Ed Ryll & George Crosier, personally appeared before me, Tina Marie Dowless, who are personally known to me, to be the signer of the above instrument, and they acknowledged that they signed it.

3730/A102403sak

Tina Marie Dowless  
Tina Marie Dowless  
Notary Public, State of California  
My Commission Expires 10/22/08



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
 County of San Luis Obispo } ss.

On April 16, 2004 before me, Sharilyn M. Ryan  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
 personally appeared FRANK R. MELHAM  
Name(s) of Signer(s)

personally known to me  
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal

Sharilyn M. Ryan  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: AGREEMENT to limit Septic Tank Holding Capacity  
 Document Date: April 14, 2004 Number of Pages: 4  
 Signer(s) Other Than Named Above: All contractor: Ed Ryll & George Casner

**Capacity(ies) Claimed by Signer**

Signer's Name: Frank R. Melham

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_





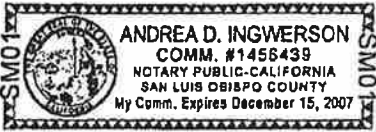
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Luis Obispo

On April 20, 2004 before me, Andrea D. Ingwerson, personally appeared Judith Dietch

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

Signature of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
Corporate Officer

Title or Type of Document

Title

- Partner(s) Limited
General

Number of Pages

- Attorney-in-Fact
Trustee(s)
Guardian/Conservator
Other:

Date of Document

Absent Signer (Principal) is Representing:

Signer(s) Other Than Name(s) Above

ADM-005 (07/01)



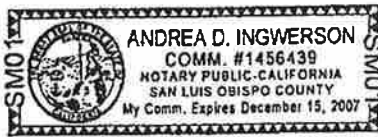
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Luis Obispo

On April 22, 2004 before me, Andrea D. Ingwerson, personally appeared Laurie Ann Ion

personally known to me - OR - [X] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Signature of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
Corporate Officer

Title or Type of Document

- Partner(s)
Attorney-in-Fact
Trustee(s)
Guardian/Conservator
Other:
Limited
General

Number of Pages

Date of Document

Absent Signer (Principal) is Representing:

Signer(s) Other Than Name(s) Above

ADM-005 (07/01)

# EXHIBIT A

## LEGAL DESCRIPTION

Real property in the unincorporated area of the County of SAN LUIS OBISPO, State of California, described as follows:

PARCEL 1 OF LOT LINE ADJUSTMENT NO. C88-003 IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, AS EVIDENCED BY A CERTIFICATE OF COMPLIANCE RECORDED APRIL 9, 1998 AS INSTRUMENT NO. 1998-20412 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1 OF PARCEL MAP CO73-144 IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED OCTOBER 11, 1973 IN BOOK 12, PAGE 77 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED IN THE DEED TO BYRON KIM LILLY, ET UX, RECORDED MAY 23, 1974 IN BOOK 1780, PAGE 283 OF OFFICIAL RECORDS OF SAID COUNTY.

APN: 040-141-042

*First American Title*

**END OF DOCUMENT**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

**ENGINEERING DEPARTMENT  
CITY OF EL PASO DE ROBLES  
1000 SPRING STREET  
PASO ROBLES, CA 93446**

FOR RECORDER USE ONLY

**AGREEMENT TO LIMIT THE SEPTIC TANK HOLDING CAPACITY, NOT OPPOSE  
FUTURE ANNEXATION TO THE CITY OF PASO ROBLES AND TO CONNECT TO  
CITY WATER AND/OR SEWER SERVICES WHEN AVAILABLE IN THE IMMEDIATE  
AREA (500 FT)**

**THIS AGREEMENT**, is made and entered into this 19<sup>th</sup> day of March,  
2009, by and among **AJ CONTRACTOR'S SUPPLY** (hereinafter referred to as "**OWNER**"),  
**TEMPLETON COMMUNITY SERVICES DISTRICT**, a public body (hereinafter referred to  
as "**TCSD**"), and the **CITY OF EL PASO DE ROBLES**, a municipal corporation (hereinafter  
referred to as "**CITY**").

**WITNESSETH:**

**WHEREAS, OWNER** owns certain real property within the **CITY's** current Sphere of  
Influence (hereinafter referred to as the "subject property"), which is more particularly described  
in **EXHIBIT A**, and has been granted by **CITY** conditional permission to apply to **TCSD** to  
provide water for fire suppression purposes; and

**WHEREAS, TCSD** has facilities available to provide the subject property with water for  
fire suppression purposes; and

**WHEREAS, in an agreement dated November 18, 1997 CITY and TCSD agreed to  
service area boundaries, and the subject property is within the CITY's service area; and**

**WHEREAS, OWNER** is requesting a connection to the adjacent **TCSD** water main to  
obtain water for fire suppression purposes only (with potable water to be provided by some other  
means), and also proposes to have sewer service provided by an on-site septic system provided  
by **OWNER**; and

WHEREAS, the CITY's approval of OWNER's application to TCSD also is specifically conditioned upon OWNER (1) limiting the septic tank treatment capacity to be built by OWNER to that which is minimally required for the current operation as a contractor's yard; (2) agreeing not to oppose future annexation to the CITY, and (3) agreeing to connect to CITY water and sewer services when such services are available within 500 feet of the boundaries of the subject property; and

WHEREAS, execution of this Agreement by OWNER and CITY, and subsequent performance of its obligations by OWNER and its successors in interest will satisfy the requirement imposed as a condition of approval of permission to obtain water for the purpose of fire suppression from TCSD.

NOW, THEREFORE, IT IS AGREED by and among the parties hereto as follows:

1. **Incorporation of Recitals.** The above recitals are incorporated herein as if set forth in full.
2. **Installation of Septic Tank.** OWNER agrees that it shall, at its sole cost and expense, install a septic tank system to serve the subject property, and that the septic tank treatment capacity shall not exceed 2,500 gallons per day. OWNER further agrees that the installation of the septic tank system shall be in accordance with the provisions of the State's Uniform Plumbing Code.
3. **Annexation to City.** OWNER agrees that it will not oppose, directly or indirectly, any request or application to have OWNER's subject property annexed into the CITY.
4. **Connection to City Services.** OWNER agrees that, at its sole cost and expense, it shall, within 90 days after receipt of written notification from the CITY's Community Development Director, install connections from the subject property to the CITY sewer system when a CITY sewer main is located 500 feet or less from the subject property line and additionally when water service becomes available within 500 feet from the subject property and when the CITY determines that serving the subject property is consistent with CITY policy. At the time of any such connection to the CITY's sewer or water facilities, OWNER agrees to pay all applicable CITY connection fees or any other reimbursement fees associated with connecting to such CITY services.

5. **TCS D Fire Suppression Service.** Until annexation of **OWNER**'s subject property to the **CITY**, **OWNER** may obtain fire suppression services for such property from **TCS D** pursuant to agreement between **OWNER** and **TCS D**. Any such services shall terminate on annexation.
6. **Waiver of Right of Protest.** **OWNER** agrees, on behalf of itself and its successors in interest, that it hereby waives the right to file or present any oral or written protest of or challenge to, directly or indirectly, the annexation of the subject property into the **CITY**.
7. **Agreement Runs with the Land.** This Agreement shall run with the subject property described above and shall be binding upon the **OWNER** and all of its assigns and successors in interest.
8. **Indemnification.** The **OWNER**, and its assigns and successors in interest, shall defend, indemnify and hold harmless the **CITY** and **TCS D**, their officers, directors, agents and employees from any and all claims, demands, damages, costs, expenses, or liability for injury or death to persons whomsoever or damage or loss or destruction of property whatsoever that is occasioned by the performance or attempted performance of the provisions hereof, or in any way arising out of this Agreement, except to the extent that such claims, etc. are caused by the sole and gross negligence or willful misconduct of an indemnified party.
9. **Effect of Waiver.** Any waiver at any time by any party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.
10. **Notices.** Unless otherwise provided, all notices herein required shall be in writing, and delivered in person or sent by United States first class mail, postage prepaid. Notices required to be given shall be addressed as follows:

**CITY:** Community Development Director  
City of El Paso de Robles  
1000 Spring Street  
Paso Robles, CA 93446

**TCS D :** Templeton Community Services District  
Attn: General Manager  
P. O. Box 780  
Templeton, CA 93465

**OWNER:** AJ Contractor's Supply  
Attn: Ledwin Fortini and George Crosier  
2450 Ramada Drive  
P.O. Box 3024  
Paso Robles, CA 93447-3024

Any party may change its address by notice in writing to the other parties and thereafter notices shall be addressed and transmitted to the new address.

11. **Validity of Other Agreements.** This Agreement is in addition to, and does not supersede, any other agreement or agreements entered into by and between or among the parties hereto, except that with regard to the specific subject matter of this Agreement, this document represents the entire and integrated agreement among the **CITY, TCSD and OWNER** and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument, signed by the **CITY, TCSD and OWNER** and recorded in accordance with Section 13 of this Agreement.
12. **Invalidity.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
13. **Agreement to be Recorded.** **OWNER, TCSD and CITY** intend and consent to the recordation of this Agreement in the official records of the County of San Luis Obispo. **CITY** shall record the Agreement after its full execution.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first above written as follows:

**AJ CONTRACTOR'S SUPPLY**

By: \_\_\_\_\_  
Ledwin Fortini

By: \_\_\_\_\_  
George Crosier



**TEMPLETON COMMUNITY SERVICES DISTRICT**

By: Judith Dietch  
Judith Dietch, President Board of Directors

**ATTEST:**

By: Laurie A. Don  
Secretary, Board of Directors

**CITY OF EL PASO DE ROBLES ATTEST:**

By: \_\_\_\_\_  
Duane Picanco, Mayor

By: \_\_\_\_\_  
Cathy M. David,  
Deputy City Clerk

**(SIGNATURES MUST BE NOTARIZED)**

ACKNOWLEDGMENT

State of California }  
County of San Luis Obispo } ss.

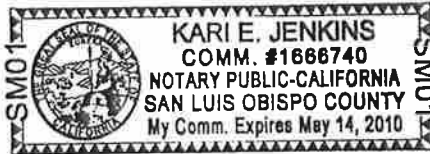
On 3-19-2009, before me, Kari E. Jenkins, Notary Public  
(here insert name and title of the officer)

personally appeared Judith Dietch  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

Signature Kari E. Jenkins



(Seal)

ACKNOWLEDGMENT

State of California }  
County of San Luis Obispo } ss.

On 3-25-2009, before me, Kari E. Jenkins, Notary Public  
(here insert name and title of the officer)

personally appeared Laurie A. Ion  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

Signature Kari E. Jenkins



(Seal)

ACKNOWLEDGMENT

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

On \_\_\_\_\_, before me, \_\_\_\_\_  
(here insert name and title of the officer)

personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**Exhibit "A"**

LEGAL DESCRIPTION

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

Parcel 2 of Parcel Map No. CO 03-0097 in the County of San Luis Obispo, State of California, as filed in Book \_\_\_\_\_, Pages \_\_\_\_\_, of Parcel Maps, in the the Office of the County Recorder of said County.

END DESCRIPTION

SURVEYOR'S STATEMENT

This legal description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.

Wm. E. Touchon      March 9, 2009  
Wm. E. Touchon      Date  
L.S. 4845      Expires: 9/30/2010

