



CAMBRIA COMMUNITY SERVICES DISTRICT

| MEETING            | TIME & DATE                                | LOCATION   |
|--------------------|--|--|
| Board of Directors | 1:00 PM<br>Thursday,<br>September 12, 2024 | Cambria Veterans'<br>Memorial Hall 1000<br>Main Street, Cambria,<br>CA 93428 |

## **AGENDA**

### **Regular Board Meeting**

**September 12, 2024 1:00 PM**

**In person at:**

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

**AND via Zoom at:**

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

**Webinar ID: 821 5434 1356**

**Passcode: 150418**

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

### **1. OPENING**

**1.A Call to Order**

**1.B Pledge of Allegiance**

**1.C Establishment of Quorum**

**1.D Report from Closed Session**

**1.E President's Report**

**1.F Agenda Review**

### **2. BOARD MEMBER COMMUNICATIONS**

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

### **3. PUBLIC COMMENT**

Members of the public may now address the Board on any item of interest within the jurisdiction

of the Board but not on its agenda today. Future agenda items can be suggested at this time. In compliance with the Brown Act, the Board cannot discuss or act on items not on the agenda. Each speaker has up to three minutes. Members of the public who wish to comment on matters before the CCSD can submit written correspondence to [boardcomment@cabriacs.org](mailto:boardcomment@cabriacs.org). Note: Written correspondence will not be read into the record during the Board meeting; however, correspondence received at least one hour prior to the meeting commencement will be forwarded to the Board of Directors and posted on the District's website as part of the official meeting record. Your comments and information will become part of the official public record. If you do not want your personal information included in the official record, please do not include your address and/or phone number.

**4. REGULAR BUSINESS**

- 4.A Discussion and Consideration of Strategic Plan Update
- 4.B Discussion and Consideration for Approving the Relocation of the San Simeon Creek Stream Gage Station for the San Luis Obispo Flood Control and Water Conservation District
- 4.C Discussion and Consideration to Approve an Amendment to Consultant Services Agreement with SWCA for Assistance with WRF CDP Application and Adoption of Resolution 28-2024 Amending the Fiscal Year 2024/2025 Final Budget
- 4.D Discussion and Consideration of Adoption of Resolution 29-2024 Amending the Board and Standing Committee Bylaws
- 4.E Discussion and Consideration to Approve a Landowner Access Agreement with Upper Salinas - Las Tablas Resource Conservation District Regarding Access to and Use of Real Property to Implement a Habitat Restoration Project for the Fiscalini Ranch Preserve

**5. BOARD MEMBER, COMMITTEE AND LIAISON REPORTS**

- 5.A Finance Committee's Report
- 5.B Policy Committee's Report
- 5.C PROS Committee's Report
- 5.D Resources & Infrastructure Committee's Report
- 5.E Other Liaison Reports and Ad Hoc Committee Reports

**6. FUTURE AGENDA ITEM(S)**

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

**7. ADJOURN**

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **4.A**

FROM: Matthew McElhenie, General Manager

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Meeting Date: September 12, 2024

Subject: Discussion and Consideration of Strategic Plan Update

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**FISCAL IMPACT:**

There is no fiscal impact associated with this item.

**DISCUSSION:**

The Board held a special meeting on February 26, 2024, and adjourned to March 4, 2024, to update the Strategic Plan, then adopted the updated plan on March 14, 2024. This effort included a review of underlying objectives to be primarily accomplished over the next six months and the creation of a vision statement.

It is recommended that the Board of Directors review, discuss, and consider the updates to the Strategic Plan Objectives.

**ATTACHMENTS:**

1. [Objectives Status Report](#)

# Cambria Community Services District

## Three-Year Strategic Goals 2022-2025

### Objectives Status Report

Updated March 4, 2024

#### CORE AREA: Water Services - General

#### STRATEGIC GOAL: Meet the Ongoing Challenges of Effectively and Reliably Managing Water Resources in our Sensitive Ecosystem

| WHAT (Objectives & Supporting Actions)  | WHO (Responsible Party)              | DATE ADDED TO PLAN | ORIGINAL TARGET COMPLETION DATE | UPDATED TARGET COMPLETION DATE | COMMENTS   |
|---|--------------------------------------|--------------------|---------------------------------|--------------------------------|--|
| <b>Implement the Water Meter Replacement Program</b>  | Utilities Manager                    | 1/31/2023          | Not established                 | First Quarter 2025             | Board approved on 8/10/2023 and procurement of materials in progress. Completed the contract for billing integration and training. <b>In progress with an estimated completion date of First Quarter 2025.</b> |
| ↳ Present to the Board the implementation plan for the previously approved Water Meter Replacement Program.                               | Utilities Manager                    | 6/28/2022          | 9/15/2022                       | Third Quarter 2024             | <b>Completed.</b>  |
| <b>Complete the Stuart Street Tank Construction</b>   | Utilities Manager                    | 1/31/2023          | Not established                 | Fourth Quarter 2025            | Board approved MKN contract on 1/11/2024. <b>Due to the scope of the project and the reorientation of the tanks, staff will have to submit a CDP, and we will have to re-submit a full CATEX package.</b>      |
| ↳ Present to the Board the implementation plan for the Stuart Street tank construction (dependent upon receipt of appropriations monies). | Utilities Manager                    | 6/28/2022          | 9/15/2022                       | Fourth Quarter 2024            | Staff expects to receive <b>90%</b> design/build by end of Fourth Quarter 2024.  |
| <b>Permanent Replacement of San Simeon Water Line &amp; Effluent Line</b>   | Utilities Manager                    | 1/31/2023          | Not established                 | Fourth Quarter 2025            | Board approved on 8/10/2023. <b>Consultants are working with CalTrans to establish the necessary permits for the geotechnical report.</b>  |
| ↳ Present to the Board of the Results of the RFP.   | Utilities Manager                    | 1/31/2023          | Summer 2023                     | 8/10/2023                      | Board approved on 8/10/2023. <b>Completed.</b>   |
| <b>Research Long-Term Water Supply &amp; Storage Solutions</b>  | Utilities Manager with R&I Committee | 1/31/2023          | Not established                 |                                | Ongoing. Ad Hoc Committee and staff are currently reviewing all possibilities for increasing our water portfolio.  |

| WHAT (Objectives & Supporting Actions)  | WHO (Responsible Party)              | DATE ADDED TO PLAN | ORIGINAL TARGET COMPLETION DATE | UPDATED TARGET COMPLETION DATE | COMMENTS  |
|---|--------------------------------------|--------------------|---------------------------------|--------------------------------|---|
| ↪ To revitalize the R&I Ad Hoc Committee concerning long-term water supply & storage solutions. | Utilities Manager with R&I Committee | 1/31/2023          | April 2023                      | April 2023                     | R&I revitalized the Ad Hoc Committee consisting of Mr. Webb & Mr. Williams. <b>Completed.</b>   |
| ↪ Complete the research for long-term water supply & storage solutions.                         | Utilities Manager with R&I Committee | 6/8/2023           | Not established                 |                                | The Ad Hoc Committee provided a thorough report at the R&I Committee meeting. Board received Long-Term Water Supply & Storage Alternatives Report from the Ad Hoc Committee on 11/9/2023. Research and funding are ongoing. |
| ↪ <b>Update our groundwater model in the San Simeon and Van Gordon groundwater basin.</b>       | Utilities Manager                    | 3/4/2024           | Second Quarter 2025             | <b>Second Quarter 2025</b>     |   |

**CORE AREA: Water Services – Water Reclamation Facility**

**STRATEGIC GOAL: Advance Coastal Development Permit (CDP)  
to Achieve County and Coastal Commission Approval**

| WHAT (Objectives & Supporting Actions)   | WHO (Responsible Party)                     | DATE ADDED TO PLAN | ORIGINAL TARGET COMPLETION DATE | UPDATED TARGET COMPLETION DATE | COMMENTS   |
|--|---|--------------------|---------------------------------|--------------------------------|--|
| <b>Resolve the Brine Waste Disposal Issue</b>  | Utilities Manager                           | 1/31/2023          | Not established                 | First Quarter 2025             | The Zero Liquid Discharge made it through the Department of Energy review, and we are now waiting on specifics on the accounting processes based on grant requirements. <b>Staff worked collaboratively with compliance agencies to develop a monitoring plan during the temporary pilot projection operation.</b> |
| ↳ Investigate and complete study for new cost-effective options and technologies for reduction/disposal of brine waste, including costs. Present a report to the Board upon conclusion of the study. | Utilities Manager with R&I Ad Hoc Committee | 6/28/2022          | 9/8/2022                        | First Quarter 2025             | Staff is in the process of scheduling a pilot program based on alternatives analysis for the Zero Liquid Discharge Program.  |
| ↳ Board approval of Zero Liquid Discharge pilot testing program.   | General Manager                             | 6/8/2023           | Not established                 | Third Quarter 2024             | Pilot testing program update to Finance & R&I Committees before Board approval.  |
| <b>Complete the Instream Flow Study Task 1 &amp; 2 to Include Van Gordon Creek</b>   | Utilities Manager                           | 6/28/2022          | 12/8/2022                       | 8/24/2024                      | <b>Completed.</b>  |
| ↳ Add additional scope to Instream Flow Study to include Van Gordon Creek.   |   | 7/13/2023          | Fourth Quarter of 2023          | 9/14/2023                      | Board approved on 9/14/2023 and analysis will begin in October 2023. <b>Completed.</b><br><b>*An update to the AMP will be going to the Board on September 12, 2024.</b>   |
| ↳ Report results to the Board.   |   | 6/28/2022          | 12/8/2022                       | Fourth Quarter 2024            |  |
| <b>Complete the CDP Application</b>  | Utilities Manager                           | 6/28/2022          | December 2022                   | Fourth Quarter 2024            |  |
| ↳ Revisit the CDP project description to our CDP application.  |   | 1/31/2023          | Second Quarter of 2023          | 8/24/2024                      | <b>Completed.</b>  |
| ↳ Submit the data needed to complete the CDP application for the County.   |   | 6/28/2022          | December 2022                   | Third Quarter 2024             |  |

**CORE AREA: Wastewater Services**

**STRATEGIC GOAL: Execute Phased Repairs and Upgrades  
for the Wastewater Treatment System**

| WHAT (Objectives & Supporting Actions)   | WHO (Responsible Party)                                      | DATE ADDED TO PLAN | ORIGINAL TARGET COMPLETION DATE | UPDATED TARGET COMPLETION DATE | COMMENTS  |
|--|--|--------------------|---------------------------------|--------------------------------|---|
| <b>Monitor project expenditures and performance during the construction phase</b>  | Utilities Manager & Finance Manager                          | 1/31/2023          | Not established                 | Ongoing                        | Ongoing monthly review of project expenditures with Utilities Department Manager, Wastewater Systems Superintendent and Water Systems Superintendent. |
| ↳ Quarterly report supplement to Finance and Resources & Infrastructure Committees.  |  | 1/31/2023          |                                 | Ongoing                        | Quarterly reports to Finance and Resources & Infrastructure Committees, and Board of Directors.   |
| <b>Revise any District Policies or Procedures to incorporate findings, as appropriate based on learnings from tracking project</b> | General Manager, Finance Manager & Wastewater Superintendent | 11/17/2022         | Jan 2023                        |                                | Future objective.   |
| <b>Establish priorities and an implementation plan for CIP wastewater projects not in the SST.</b>                                 | Utilities Manager  | 6/28/2022          | Not established                 | Second Quarter 2024            | R&I Ad Hoc Committee has been formed to prioritize non-SST projects. <b>Completed. B4 was established as a priority.</b>                              |
| <b>Define the extent of repairs needed to reduce the inflow and infiltration.</b>  | Utilities Manager  | 3/4/2024           | Second Quarter 2025             | <b>Second Quarter 2025</b>     | <b>Staff needs to identify priority locations to identify areas for upgrade.</b>  |

**CORE AREA: Fire Protection and Emergency Services**

**STRATEGIC GOAL: Provide Optimal Fire Protection, Water Rescue,  
and Emergency Medical Services on a 24/7 Basis**

| WHAT (Objectives & Supporting Actions)  | WHO (Responsible Party)  | DATE ADDED TO PLAN | ORIGINAL TARGET COMPLETION DATE | UPDATED TARGET COMPLETION DATE | COMMENTS  |
|---|--|--------------------|---------------------------------|--------------------------------|---|
| <b>Update the CCSD Board to all changes to evacuation planning within the District.</b>               | Director Dean, President Gray, working with Fire Chief and Fire Safe Focus Group coordinator | 1/31/2023          | Quarterly Report                | Fourth Quarter 2024            | Ongoing.  |
| ↪ Report on development of procedures for evacuation of residents needing extra help.                 |  | 6/28/2022          | 1/12/2023                       | July 2024                      | The evacuation assistance program was sent out in utility billing mailers, General Manager's Reports, Letters from the GM, and a Message from the Fire Chief.   |
| ↪ Report on development of evacuation routes.   |  | 6/28/2022          | 1/12/2023                       | First Quarter 2025             | A letter was reviewed and approved by the Board on 7/13/2023. The letter was mailed to the property owners. The CCSD is still engaging in dialogue with the property owners. The Fire Chief met with County OES on August 28, 2024. |
| ↪ Report on progress of safe refuge locations.  |  | 6/28/2022          | 1/12/2023                       | Fourth Quarter 2024            | The Fire Chief met with County OES on August 28, 2024.  |
| ↪ Engage County, CAL FIRE, and County OES to update Cambria Fire preplanning and evacuation planning. | General Manager, Fire Chief, and Fire Safe Focus Group coordinator.                          | 3/4/2024           | Third Quarter 2024              | Fourth Quarter 2024            | The Fire Chief met with County OES on August 28, 2024.  |
| <b>Prepare and provide a Risk Reduction/Hazard Mitigation Plan for Board consideration.</b>           | Fire Chief, working with General Manager, District Counsel & Fire Safe Focus Group           | 1/31/2023          | Third Quarter of 2023           | Third Quarter 2024             |   |
| ↪ Provide defensible space ordinance.   |  | 6/28/2022          | 12/8/2022                       | Third Quarter 2024             |   |
| ↪ Provide budget and funding alternatives for the plan.   |  | 1/31/2023          | Third Quarter of 2023           | First Quarter 2025             |   |



| WHAT (Objectives & Supporting Actions)   | WHO (Responsible Party)                       | DATE ADDED TO PLAN | ORIGINAL TARGET COMPLETION DATE | UPDATED TARGET COMPLETION DATE | COMMENTS |
|--|---|--------------------|---------------------------------|--------------------------------|----------|
| <b>Identifying training resources needed to meet State &amp; Federal mandates for emergency personnel.</b> | General Manager, Fire Chief & Finance Manager | 3/4/2024           | Second Quarter 2024             | First Quarter 2025             |          |
| ↳ Present a report to the Board of Directors.  | General Manager, Fire Chief & Finance Manager | 3/4/2024           | Second Quarter 2024             | First Quarter 2025             |          |

**CORE AREA: Facilities and Resources**

**STRATEGIC GOAL: Manage and Provide Stewardship of District Assets,  
Parks, Recreation, and Open Space in a Timely, Cost-Effective,  
and Environmentally Sensitive Manner**

| WHAT (Objectives & Supporting Actions)   | WHO (Responsible Party)  | DATE ADDED TO PLAN | ORIGINAL TARGET COMPLETION DATE | UPDATED TARGET COMPLETION DATE | COMMENTS   |
|--|--|--------------------|---------------------------------|--------------------------------|--|
| <b>Define future use and funding for the Veterans' Hall</b>  | General Manager, Facilities & Resources Manager, working with a Board Ad Hoc Committee | 6/28/2022          | 10/20/2022                      | Fourth Quarter 2024            | Ongoing.   |
| ↳ Seeking non-CCSD funding sources for maintenance and operations.   |  | 1/31/2023          | Second Quarter of 2023          | Second Quarter 2025            | Working with 501c3 groups for fundraising.   |
| ↳ Improving outreach to promote more community use.  |  | 1/31/2023          | Second Quarter of 2023          | Fourth Quarter 2024            |  |
| ↳ Identifying potential improvements or amenities to increase the functionality of the Veterans' Hall.                               |  | 1/31/2023          | Second Quarter of 2023          | Ongoing                        | Pending fundraising from 501c3   |
| ↳ Review of rental rates.  |  | 1/31/2023          | Second Quarter of 2023          | Second Quarter 2025            | Staff is working with Bartle Wells on updating the CCSD Fee Schedule, which will include reviewing and updating the rental rates.  |
| <b>Complete Skatepark project</b>  | Utilities Manager  | 1/31/2023          | Not established                 | Fourth Quarter 2025            | Receive proposals from consultants post RFP for design.  |
| ↳ Present final construction estimate to Board for consideration and status of funding to determine whether the project can proceed. |  | 1/31/2023          | Third Quarter of 2023           | Fourth Quarter 2024            | The final construction estimate is TBD.  |
| ↳ Receive update on status of grant  | General Manager  | 7/13/2023          | 11/10/2022                      | First Quarter 2024             | Land and Water Conservation Fund grant application submitted on 6/1/2023. Grant awards are expected in late 2025. On December 4, 2023, the CCSD was selected as one of the sixteen projects to proceed with post-selection federal requirements to create a new skatepark facility. The \$600,000 will be used to create a new skatepark facility with a seating section with shade structure, landscaping, parking lot, and restroom stall. |
| <b>Complete the East Ranch Restroom project</b>  | Utilities Manager  | 1/31/2023          | Not established                 | First Quarter 2025             |  |

| WHAT (Objectives & Supporting Actions)   | WHO (Responsible Party)   | DATE ADDED TO PLAN | ORIGINAL TARGET COMPLETION DATE | UPDATED TARGET COMPLETION DATE | COMMENTS  |
|--|---|--------------------|---------------------------------|--------------------------------|---|
| ↳ Obtain construction permit and present to the Board for consideration the construction RFP for the East Ranch restrooms. |   | 6/28/2022          | 11/10/2022                      | Second Quarter 2024            | Completed.  |
| ↳ Construct the restroom.  |   | 1/31/2023          | Not established                 | First Quarter 2025             | RFP for site preparation and installation are being flown in August 2024. |
| <b>Present updated Community Park Plan to the Board of Directors</b>   | PROS Committee  | 3/4/2024           | Fourth Quarter 2024             |                                |   |
| <b>Develop a Management Plan for CCSD-owned undeveloped parcels</b>  | General Manager, Fire Chief, Facilities & Resources Manager, Fire Safe Focus Group & PROS Committee | 3/4/2024           | Fourth Quarter 2024             | Third Quarter 2025             | Pending discussions with the Project Manager on the Forest Health Grant.  |

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **4.B**

FROM: Matthew McElhenie, General Manager

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Meeting Date: September 12, 2024      Subject: Discussion and Consideration for Approving the Relocation of the San Simeon Creek Stream Gage Station for the San Luis Obispo Flood Control and Water Conservation District

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**FISCAL IMPACT:**

There is no fiscal impact associated with this item.

**DISCUSSION:**

The San Luis Obispo County Flood Control and Water Conservation District (SLO County FCD) operates and maintains stream gages throughout the County. One of the stream gage stations is located at the San Simeon Creek. Stream gages contain instruments that measure and record the amount of water flowing in a river or stream. The devices convert the water-level data into information, specifically flow in cubic feet per second. This data is measured every fifteen minutes and is available for viewing at the County’s website, [wr.slocountywater.org](http://wr.slocountywater.org), which also provides real-time updates for rainfall maps and tables.

The storm events earlier this year nearly damaged the instrument beyond repair at the current stream gage station site. The SLO County FCD would like to relocate the device to a location 30’ higher than its current position on District-owned property, which would remain located on District property. SLO County FCD has applied for funding to support the relocation and anticipates the awarding of funds by the summer of 2025.

SLO County FCD staff will obtain all necessary permits for the reinstallation. The permitting process for relocation is expected to take a year to complete and execute.

District staff will work collaboratively with SLO County FCD staff to assist in the project development. Utilities Department staff uses the information from the stream gage for aquifer management in the San Simeon Creek Basin.

It is recommended that the Board of Directors approve the Utilities Department staff's direction to collaborate with the San Luis Obispo County Flood Control and Water Conservation District to relocate the San Simeon Stream Gage Station.

**ATTACHMENTS:**

1. [Aerial View of Stream Gage Station Relocation](#)

# Aerial View of Stream Gage Station Relocation



CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **4.C**

FROM: Matthew McElhenie, General Manager  
Jim Green, Utilities Department Manager

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Meeting Date: September 12, 2024      Subject: Discussion and Consideration to Approve an Amendment to Consultant Services Agreement with SWCA for Assistance with WRF CDP Application and Adoption of Resolution 28-2024 Amending the Fiscal Year 2024/2025 Final Budget

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**FISCAL IMPACT:**

The cost for the expanded scope of work is \$36,865. This additional work would provide the Adaptive Management Plan (AMP) update, final project description, EIR addendum, and participation in coordination meetings with the County and Coastal Commission. The amount is currently accounted for in the FY 2024/2025 Operating Budget; a budget adjustment is requested to move the funds to the CDP Capital Project.

**DISCUSSION:**

Due to the complexities of preparing a comprehensive and accurate CDP project description, the District is requesting further assistance from SWCA. The 2017 Michael Baker AMP requires increased analysis and supporting evidence. SWCA will work closely with District staff to prepare an addendum to the certified Subsequent EIR, pursuant to State CEQA Guidelines Section 15164. The addendum will include a post-certification checklist to evaluate the potential for new or more severe impacts to any issue areas required to be analyzed under CEQA. The addendum will reference the Mitigation Monitoring and Reporting Program and CEQA Findings and provide evidence supporting a determination that the currently proposed WRF would not result in any new significant impacts or increase the severity of a previously identified significant impact.

Additionally, SWCA will prepare a memorandum detailing the CCSD’s compliance with Condition 6 of the Emergency CDP, which outlines the required information for the submittal of a regular CDP. SWCA anticipates that this memorandum will be an attachment to the CDP application packet and will assist the County in reviewing the project for consistency with the conditions imposed on the Emergency CDP, given the project’s extensive history. This task assumes that the CCSD will provide information to support the memorandum (e.g., hydrogeologic modeling information) and that SWCA will not prepare technical reports to support this task.

SWCA will assist the CCSD in communicating and coordinating with the County and Coastal Commission regarding the CDP application packet. SWCA will respond to County and Coastal Commission staff’s questions and comments, including providing additional information and clarifications in order to get the project description in a state that can be supported by the CCSD, County, and Coastal Commission alike and allow the CDP application process to move forward toward completed application approval by the County.

It is recommended that the Board of Directors approve an amendment to the Consultant Services Agreement with SWCA for assistance with the WRF CDP Application and adopt Resolution 28-2024, amending the Fiscal Year 2024/2025 Final Budget.

**ATTACHMENTS:**

1. [Agreement for Consultant Services](#)
2. [CCSD WRF Change Order Request #1](#)
3. [Resolution 28-2024](#)
4. [Exhibit A](#)



## AGREEMENT FOR CONSULTANT SERVICES

This AGREEMENT FOR CONSULTANT SERVICES (“Agreement”) is made and effective as of September 28 2023, between **SWCA, INC. dba SWCA ENVIRONMENTAL CONSULTANTS** (“Consultant”), and the **CAMBRIA COMMUNITY SERVICES DISTRICT**, a political subdivision of the State of California (“District”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on the above date, and shall remain and continue in effect until project completion, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Consultant shall perform the tasks described and comply with all terms and provisions set forth in Consultant’s proposal dated September 8, 2023, (the “Proposal”), attached hereto as Exhibit “A” and incorporated herein by this reference.

3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **AGREEMENT ADMINISTRATION**

District’s General Manager shall represent District in all matters pertaining to the administration of this Agreement. Consultant’s Bill Henry, Senior Director – San Luis Obispo, shall represent Consultant in all matters pertaining to the administration of this Agreement.

5. **PAYMENT**

The District agrees to pay the Consultant in accordance with the payment rates and terms set forth in Exhibit A.

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The District may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise.



If the District suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the District shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the District. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the District pursuant to Section 5.

**7. TERMINATION ON OCCURRENCE OF STATED EVENTS**

This Agreement shall terminate automatically on the occurrence of any of the following events:

- (a) The completion of the work specified in Exhibit A.
- (b) Bankruptcy or insolvency of any party;
- (c) Sale of Consultant's business;
- (d) Assignment of this Agreement by Consultant without the consent of District;  
or
- (e) End of the Agreement term specified in Section 1.

**8. DEFAULT OF CONSULTANT**

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, District shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the District Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the District shall have the right, notwithstanding any other provision of this Agreement to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. **LAWS TO BE OBSERVED.** Consultant shall:

(a) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by Consultant under this Agreement;

(b) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in Consultant's performance under this Agreement, or the conduct of the services under this Agreement;

(c) At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above;

(d) Immediately report to the District's General Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement; and

(e) The District, and its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

10. **OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by District that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of District or its designees at reasonable times to such books and records; shall give District the right to examine and audit said books and records; shall permit District to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the District and may be used, reused, or otherwise disposed of by the District without the permission of the Consultant. With respect to computer files, Consultant shall make available to the District, at the Consultant's office and upon reasonable written request by the District, the

necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

## 11. **INDEMNIFICATION**

(a) **Indemnification for Professional Liability.** When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

(b) **Indemnification for Other Than Professional Liability.** Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless District, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) **General Indemnification Provisions.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.

(d) **Indemnification for Design Professional Services.** Notwithstanding anything herein to the contrary, to the fullest extent permitted by law for all design professional services arising under this Agreement, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

12. **INSURANCE**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "B," attached hereto and incorporated herein as though set forth in full.

13. **INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the District a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither District nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the District. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against District, or bind District in any manner.

(b) No employee benefits shall be available to Consultant in connection with performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, District shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for District. District shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

14. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of the Cambria Community Services District in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the Cambria Community Services District will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the District to any and all remedies at law or in equity.

15. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of District, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

16. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without District's prior written authorization. Consultant, its officers, employees, agents, or subcontractors, shall not without written authorization from the District Manager or unless requested by the District Counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the District. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.

(b) Consultant shall promptly notify District should Consultant, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the District. District retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with District and to provide the opportunity to review any response to discovery requests provided by Consultant. However, District's right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

17. **NOTICES**

Any notice which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

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

Copy to: Timothy J. Carmel  
Carmel & Naccasha, LLP  
694 Santa Rosa Street  
San Luis Obispo, CA 93401

To Consultant: SWCA Environmental Consultants  
3426 Empresa Drive, Suite 100  
San Luis Obispo, CA 93401

18. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of the District.

19. **GOVERNING LAW**

The District and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior or federal district court with jurisdiction over the Cambria Community Services District.

20. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. **TIME**

District and Consultant agree that time is of the essence in this Agreement.

22. **CONTENTS OF PROPOSAL**

Consultant is bound by the contents of the Proposal submitted by the Consultant, Exhibit "A," attached hereto and previously incorporated herein. Should the terms of the Proposal conflict with this Agreement, the terms of this Agreement shall prevail.

23. **CONSTRUCTION**

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

24. **AMENDMENTS**

Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

25. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CAMBRIA COMMUNITY SERVICES DISTRICT**

DocuSigned by:  
*Matthew McElhenie*  
03DA2D7CA89B440...  
Matthew McElhenie, General Manager

**SWCA ENVIRONMENTAL CONSULTANTS**

DocuSigned by:  
*Bill Henry*  
C1D800EBD9714A6...  
By: Bill Henry, Senior Director – San Luis Obispo

ATTEST:

DocuSigned by:  
*Haley Dodson*  
27CDBD8EE42E4C4...  
Haley Dodson, Confidential Administrative Assistant

Approved As To Form:

DocuSigned by:  
*Timothy J. Carmel*  
B64D40A50AA141E...  
Timothy J. Carmel, District Counsel

EXHIBIT A

CONSULTANT'S PROPOSAL



September 8, 2023

Ray Dienzo, Utilities Department Manager/District Engineer  
Cambria Community Service District  
1316 Tamson Drive  
Cambria, CA 93428  
*Submitted via email: RDienzo@cambriacsd.org*

**Re: Cambria Community Services District Water Reclamation Facility Coastal Development Permit Assistance / P84192**

Dear Mr. Dienzo:

SWCA Environmental Consultants (SWCA) appreciates the opportunity to provide you with our scope of work and cost estimate for environmental services for the proposed Cambria Community Services District's Water Reclamation Facility in San Luis Obispo County, California. It is our understanding that permitting the Water Reclamation Facility will require a Coastal Development Permit issued by the County of San Luis Obispo and that the Cambria Community Services District is seeking assistance with this task.

The cost to complete these tasks, as described in the attached scope of work, is a time-and-materials total of \$10,958. The cost estimate is valid for 90 days, after which time we reserve the right to create a new cost estimate.

Thank you for providing us with the opportunity to work with you. If the scope of work and cost estimate are acceptable to you, please provide a signed contract and email it back to our office. We will then return a fully executed agreement to you for your files. After receipt of a signed contract, we will be able to start work immediately. Please contact Bill Henry or me at (805) 786-2550 if you have any questions regarding this proposal.

Sincerely,



Brandi Cummings  
Lead Environmental Planner

## SCOPE OF WORK

We understand the Cambria Community Services District (CSD) is working to obtain a Coastal Development Permit (CDP) for the community's Water Reclamation Facility (WRF). An Emergency CDP was issued by the County of San Luis Obispo (County) in 2014 to allow the CSD to construct and operate an Emergency Water Supply Project (EWS) to address persistent drought conditions. As a requirement of the Emergency CDP, the CSD was required to apply for a follow-up CDP to entitle the emergency work. As part of the follow-up CDP, the CSD has considered several modifications to the EWS Project that explore allowing the facility to serve the existing population or future buildout of the community during non-emergency times (known as Sustainable Water Facility [SWF]). We understand the CSD's current approach includes three phases to achieve a sustainable water supply for the community. The first phase includes obtaining the follow-up CDP from the County to allow the WRF to run during dry years to prevent emergency water shortages. Once approved, this phase will allow the CSD to obtain operational data from the WRF which will inform the CSD on the design of the next future phases.

Our scope of work includes assistance for the first phase related to the follow-up CDP. SWCA proposes to complete this work in two stages. This scope of work includes assistance with the finalization of the project description for the CDP application update. After the project description is finalized and agreed upon by the CSD, County, and Coastal, SWCA will submit another scope of work to assist with obtaining the CDP (including application compilation and hearing support).

### TASK 1. PROJECT KICK-OFF, SITE VISIT, FILE REVIEW

SWCA staff will review the project materials and hold a virtual kickoff meeting with CSD staff. During the kickoff meeting, SWCA will coordinate with the CSD on the available documentation, project schedule, communication protocols, and other logistical items.

Following the initial kickoff meeting, SWCA will coordinate with CSD staff to schedule a site visit to observe and document environmental conditions of the project site. This task includes kickoff meeting and site visit attendance by [Project Manager / Lead Environmental Planner Brandi Cummings](#) and [Senior Office Director Bill Henry](#).

### TASK 2. CDP PROJECT DESCRIPTION

The draft project description will be prepared based on the project details provided by the CSD, including the CSD's most current working version of the project description. SWCA will review all materials associated with the project and submit a data request (as needed) to the CSD where additional information or clarification may be needed to complete the project description. As part of this task, SWCA will conduct a preliminary review of any available technical reports and will coordinate with the CSD on any identified deficiencies or concerns as they relate to the project description. Upon receipt of the requested project information, SWCA will prepare a preliminary project description for the CSD's review and approval. The project description will include sufficient detail to allow the County and the California Coastal Commission (Coastal) to evaluate the project and the CSD's request for a CDP and will include the project location, the project objectives, project/permit/technical study history, the project's technical and environmental characteristics, construction details (including efforts undertaken as part of the Emergency CDP and additional efforts to be completed), and operation details. This task assumes one round of review of the draft project description by the CSD and one additional round of review by the CSD following revisions to the draft project description per CSD comments.

## TASK 3. COUNTY AND COASTAL COORDINATION

SWCA will assist the CSD in communicating and coordinating with the County and Coastal relative to the CDP project description. SWCA will respond to County and Coastal staff's questions and comments, including providing additional information and clarifications in order to get the project description in a state that can be supported by the CSD, County, and Coastal alike and allow the CDP application process to move forward toward completion and approval by the County.

## SCHEDULE AND COST ESTIMATE

SWCA is prepared to initiate this scope of work immediately after receiving a signed contract. All documents will be provided in electronic format. SWCA staff will coordinate closely with the CSD to maintain the project schedule as needed. Based on thoughtful consideration of the project requirements and a thorough estimate of the required labor and direct costs, SWCA proposes a time-and-materials budget not to exceed without client approval \$10,958 to complete the project as presented in the table below.

To accommodate project changes and scheduling, it is assumed that SWCA will be able to use the overall project funding and will not be held to task limits so long as the overall budget is not exceeded.

This cost estimate is valid for ninety (90) days from the date of the proposal.

**Table 1. Cost Estimate.**

| TASK  | TOTAL \$        |
|---|-----------------|
| Task 1. Project Kick-off, Site Visit, File Review | \$1,840         |
| Task 2. CDP Project Description                   | \$7,830         |
| Task 3. County and Coastal Coordination           | \$1,288         |
| <b>PROJECT TOTAL</b>                              | <b>\$10,958</b> |

EXHIBIT BINSURANCE REQUIREMENTS

*Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to District in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to District.*

*Consultant shall provide the following types and amounts of insurance:*

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy from CG 00 01 or the equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or the equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designated to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend the insured. The policy retroactive date shall be on or before the effective date of this agreement.

*Insurance procured pursuant to these requirements shall be written by insurer that are admitted carriers in the state California and with an A.M. Bests rating of A- or better and a minimum financial size VII.*

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and District agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds District, its officials employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992 or current equivalent. Consultant also agrees to require all consultants, and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against District regardless of the applicability of any insurance proceeds, and to require all Consultants and subcontractors to do likewise.

3. All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the District or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any Consultant or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the District, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect District's protection without District's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to District at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, District has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by District shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at District option.

8. Certificate(s) are to reflect that the insurer will provide 30 days' notice to District of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self insurance available to District.

10. Consultant agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to District for review.

11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any Consultant, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to District. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the District. At the time the District shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the District will negotiate additional compensation proportional to the increase benefit to District.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of District to inform Consultant of non-compliance with any insurance requirements in no way imposes any additional obligations on District nor does it waive any rights hereunder in this or any other regard.

15. Consultant will renew the required coverage annually as long as District, or its employees or agents face an exposure from operations of any type pursuant to this

agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until District executes a written statement to that effect.

16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to District within five days of the expiration of the coverages.

17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to District, its employees, officials and agents.

18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.

20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge District or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to District. It is not the intent of District to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against District for payment of premiums or other amounts with respect thereto.

22. Consultant agrees to provide immediate notice to District of any claim or loss against Consultant arising out of the work performed under this agreement. District assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve District.





ENVIRONMENTAL CONSULTANTS

Sound Science. Creative Solutions.®

4111 Broad Street, Suite 210  
San Luis Obispo, California 93401  
Tel 805.543.7095  
www.swca.com

July 29, 2024

James Green, Utilities Department Manager  
Cambria Community Service District  
1316 Tamson Drive  
Cambria, CA 93428  
*Submitted via email: JGreen@cambriacsd.org*

**Re: Cambria Community Services District Water Reclamation Facility Coastal Development Permit Assistance Change Order Request #1 / 84192**

Dear Mr. Green:

SWCA Environmental Consultants (SWCA) appreciates the opportunity to continue working with you on the proposed Cambria Community Services District's Water Reclamation Facility in San Luis Obispo County, California. At this time SWCA is requesting the Community Services District (CSD) consider authorizing a Change Order to our approved work authorization to account for additional efforts beyond the scope of our initial contract.

SWCA has prepared a project description for the Coastal Development Permit application. Our original cost estimate included 67 hours of time for preparation of the project description, including coordination with the CSD and the County. Due to complexities of the project, the actual time to complete this task was 82 hours, resulting in an overage of \$2,835 over the contract amount of \$10,958. Per our previous conversations and your concurrence regarding SWCA moving forward in assisting the CCSD with this out-of-scope work, we are submitting this Change Order for your review and approval. In addition, this Change Order accounts for SWCA's involvement in the next phase of the project.

Together, SWCA's is requesting \$36,865 to account for additional effort on the project description effort and additional tasks related to the Coastal Development Permit application packet. If the requested change order related to budget is acceptable to you, please sign the work authorization and return to me via email. Please contact me at (805) 786-2550 if you have any questions regarding this request.

Sincerely,

A handwritten signature in blue ink that reads "Brandi Cummings". The signature is written in a cursive, flowing style.

Brandi Cummings  
Senior Environmental Planner



## SCOPE OF WORK

### TASK 1. CDP PROJECT DESCRIPTION

Due to complexities of the project and the increased number of rounds of review by various key players, the actual time to complete this task was 82 hours, resulting in an overage of \$2,835 over the contract amount of \$10,958. We assume the project description revised by the CCSD and the Ad-Hoc Committee dated June 12, 2024 is the project description and will not substantially change as we work through the remaining tasks.

### TASK 2. EMERGENCY CDP CONDITION OF APPROVAL #6 COMPLIANCE MEMO

SWCA will prepare a memorandum detailing the CCSD's compliance with Condition 6 of the Emergency CDP, which outlines required information for submittal of a regular CDP. SWCA anticipates that this memorandum will be an attachment to the CDP application packet and will assist the County in reviewing the project for consistency with the conditions imposed on the Emergency CDP given the project's extensive history. This task assumes that the CSD will provide information to support the memorandum (e.g., hydrogeologic modeling information) and that SWCA will not prepare technical reports to support this task.

### TASK 3. LCP POLICY CONSISTENCY MEMO

SWCA will prepare a memorandum detailing the project's consistency with the County's Local Coastal Program. This information will be largely based on the discussion in the 2017 Supplemental EIR and revised project described referenced in Task 1. SWCA anticipates that this memorandum will be an attachment to the CDP application packet to support the County's evaluation of the project.

### TASK 4. ADAPTIVE MANAGEMENT PLAN UPDATE

SWCA will update the Adaptive Management Plan prepared by Michael Baker International to reflect the current project description. SWCA will also flag sections for the CSD to review that may warrant revisions based on comments received to date from the Coastal Commission.

### TASK 5. EIR ADDENDUM

SWCA will work closely with the CSD to prepare an addendum to the certified 2017 Supplemental EIR pursuant to State CEQA Guidelines Section 15164. In order to provide substantial evidence, the addendum will include a description of the approved Emergency Water Supply Project and previous decision, a description of the currently-proposed WRF, and explanation of changes between the two projects. The addendum will include a post-certification checklist to evaluate the potential for new or more severe impacts to any issue areas required to be analyzed under CEQA, as listed in Appendix G of the CEQA Guidelines. The addendum will reference the Mitigation Monitoring Reporting Plan and CEQA Findings and provide evidence supporting a determination that the currently-proposed WRF would not result in any new significant impacts or increase the severity of a previously identified significant impact.

### TASK 6. COORDINATION MEETINGS WITH CCSD

This task assumes up to 10 one-and-a-half-hour coordination or check-in meetings with the CSD and/or the CSD Ad-Hoc Committee through the preparation of the EIR Addendum and CDP Application Packet.

## TASK 7. COORDINATION MEETINGS WITH COUNTY & COASTAL COMMISSION

SWCA will assist the CSD in communicating and coordinating with the County and Coastal relative to the CDP application packet. SWCA will respond to County and Coastal staff’s questions and comments, including providing additional information and clarifications in order to get the project description in a state that can be supported by the CSD, County, and Coastal alike and allow the CDP application process to move forward toward completion and approval by the County. This task assumes four one-and-a-half-hour meetings (virtual) but does not include attendance at County Hearings (Planning Commission and/or Board of Supervisors) or Coastal Commission Hearings.

## SCHEDULE AND COST ESTIMATE

SWCA is prepared to initiate this scope of work immediately after receiving a signed contract. All documents will be provided in electronic format. SWCA staff will coordinate closely with the CSD to maintain the project schedule as needed. Based on thoughtful consideration of the project requirements and a thorough estimate of the required labor and direct costs, SWCA proposes a time-and-materials budget not to exceed without client approval \$36,865 to complete the project as presented in the table below.

To accommodate project changes and scheduling, it is assumed that SWCA will be able to use the overall project funding and will not be held to task limits so long as the overall budget is not exceeded. This cost estimate is valid for ninety (90) days from the date of the proposal.

**Table 1. Cost Estimate.**

| TASK   | TOTAL \$        |
|--|-----------------|
| Task 1. Finalize Project Description                           | \$3,697         |
| Task 2. Emergency CDP Condition of Approval #6 Compliance Memo | \$2,374         |
| Task 3. LCP Policy Consistency Memo                            | \$4,748         |
| Task 4. Adaptive Management Plan Update                        | \$8,090         |
| Task 5. EIR Addendum   | \$11,083        |
| Task 6. Coordination Meetings with CCSD                        | \$6,771         |
| Task 7. Coordination Meetings with County & Coastal Commission | \$2,102         |
| <b>PROJECT TOTAL</b>   | <b>\$36,865</b> |

## ASSUMPTIONS

1. We assume each of the deliverables associated with the tasks above will require two rounds of review by the CSD staff (an initial review and a review of revisions) and one round of review by the Ad-Hoc Committee (assumed to be reviewed and discussed during a coordination meeting as referenced in Task 6).
2. We assume that an EIR Addendum will be sufficient for purposes of CEQA and no new or more severe impacts than those described in the 2017 SEIR will be identified.
3. Consistent with the State CEQA Guidelines, we assume the EIR Addendum will not be circulated for public review (outside of the public hearing notice) and no written responses to comments will be required.
4. If the CSD elects to file a Notice of Determination for the EIR Addendum (not required by the State CEQA Guidelines), this scope does not include the CDFW or County Clerk Recorder filing fees.

- 5. Outside of the Adaptive Management Plan (Task 4), this scope does not include updates or preparation of technical reports.
- 6. This scope does not include attendance at CSD Board meetings. However, if funds allow, this may be accommodated for under Task 6.

## WORK AUTHORIZATION – CHANGE ORDER

All terms and conditions of the *Agreement for Consultant Service* (September 28, 2023) and related Attachments are incorporated herein by reference. By signing below, SWCA agrees to complete the scope of work identified above and the Cambria Community Services District agrees to pay all associated costs pursuant to the payment terms set forth in the *Agreement*.

---

James Green, Utilities Department Manager  
Cambria Community Services District

---

Date

RESOLUTION NO. 28-2024  
September 12, 2024

A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT  
AMENDING THE FISCAL YEAR 2024/2025 FINAL BUDGET

WHEREAS, on August 15, 2024, the Board of Directors adopted Resolution 27-2024 approving the Final Budget for Fiscal Year 2024/2025; and

WHEREAS, Government Code Section 61111(a) authorizes the board of directors of a community services district to amend the budget by resolution; and

WHEREAS, the Board of Directors desires to amend the Final Fiscal Year 2024/2025 Budget.

NOW, THEREFORE, BE IT RESOLVED by the Cambria Community Services District Board of Directors that the Fiscal Year 2024/2025 Final Budget is hereby amended as shown on Exhibit "A," attached hereto and incorporated herein by this reference.

PASSED AND ADOPTED this 12th day of September, 2024.

\_\_\_\_\_  
Tom Gray  
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Haley Dodson  
Confidential Administrative Assistant

\_\_\_\_\_  
Timothy J. Carmel  
District Counsel

Exhibit A

CAMBRIA COMMUNITY SERVICES  
 DISTRICT 2024-2025 FISCAL YEAR BUDGET  
 PROPOSED BUDGET ADJUSTMENT  
 Resolution 28-2024

**Budget Adjustment**

| <u>Fund</u> | <u>Purpose</u>                               | <u>Sources</u>   | <u>Uses</u>      |
|-------------|--|------------------|------------------|
| WD          | Professional Services Miscellaneous          | \$ 36,865        | \$ -             |
| WD          | Capital Projects                             | \$ -             | \$ 36,865        |
|             | Fund Sub-Total                               | <u>\$ 36,865</u> | <u>\$ 36,865</u> |
|             | Difference (unidentified sources of funding) | <u>\$ -</u>      |                  |

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **4.D**

FROM: Matthew McElhenie, General Manager

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Meeting Date: September 12, 2024      Subject: Discussion and Consideration of Adoption of Resolution 29-2024 Amending the Board and Standing Committee Bylaws

---

**FISCAL IMPACT:**

There is no fiscal impact associated with this item.

**DISCUSSION:**

On May 9, 2024, the Board of Directors filled a vacant seat on the Parks, Recreation & Open Space Committee and expressed confusion regarding whether one committee member could fill a seat on two different standing committees at the same time. It was determined that there was no such provision in the Standing Committee Bylaws. The Board of Directors requested that the staff add language barring a Standing Committee member from serving on any other committee at the same time. Additionally, on July 18, 2024, President Gray appointed Vice President Scott and Director Dean to review the Standing Committee Bylaws.

Additional issues regarding the composition of Standing Committees have also been identified by staff. On July 18, 2024, President Gray appointed Vice President Scott and Director Dean as an Ad Hoc Committee to review the Standing Committee Bylaws. Based on the identified concerns, the Ad Hoc Committee has prepared proposed amendments to the Standing Committee Bylaws, as well as related amendments to the Board of Director Bylaws.

In addition to providing that Committee Members may only serve on one Committee at a time, the changes provide that the Board Member who serves as Chairperson on a Standing Committee will be non-voting and will not count toward a quorum. The Chairperson's duties would be to preside over the meetings, provide guidance and be a liaison between the Board and Committee, and appoint needed ad hoc committees.

Since the Committees would have five voting members, the Bylaws are being clarified to say that ad hoc committees would consist of two Committee Members, which will conform to the requirements of the Brown Act. Also, language is included to provide that a majority of the five voting members would constitute a quorum for holding a meeting and three votes are needed to take action.

Additionally, the Bylaws would provide that the Chairperson is not to attend ad hoc committee meetings or meet with two voting members outside of a meeting to discuss Committee business, so as to avoid any appearance of unduly influencing voting Committee Members.

Finally, due to recent confusion regarding the application of AB 1234 (Government Code Section 53235 et seq.), ethics training to Standing Committee Members, a provision is proposed that would clarify that such training is required by Committee Members every two years. Corresponding changes to Section 9 of the Board of Directors Bylaws related to Standing Committees and Board Members serving as Chairpersons are also being proposed.

The proposed changes to the Standing Committee and Board of Directors Bylaws are attached for consideration.

It is recommended that the Board of Directors adopt Resolution 29-2024 amending the Board and Standing Committee Bylaws.

**ATTACHMENTS:**

1. [Resolution 29-2024](#)
2. [Exhibit A - Board of Director Bylaws](#)
3. [Exhibit B - Standing Committee Bylaws](#)

RESOLUTION NO. 29-2024  
September 12, 2024

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CAMBRIA COMMUNITY SERVICES DISTRICT AMENDING THE CAMBRIA COMMUNITY SERVICES DISTRICT BOARD AND STANDING COMMITTEE BYLAWS

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

1. The Cambria Community Services District Board Bylaws are hereby amended as shown in Exhibit A, attached hereto and incorporated herein by this reference, and are hereby approved.
2. The Cambria Community Services District Standing Committee Bylaws are hereby amended as shown in Exhibit B, attached hereto and incorporated herein by this reference, and are hereby approved.

PASSED AND ADOPTED this 12<sup>th</sup> day of September, 2024.

\_\_\_\_\_  
Tom Gray, President  
Board of Directors

APPROVED AS TO FORM:

\_\_\_\_\_  
Timothy J. Carmel  
District Counsel

ATTEST:

\_\_\_\_\_  
Haley Dodson  
Confidential Administrative Assistant





**Exhibit A**

**Cambria Community Services District Board of Director Bylaws**

**1. OFFICERS OF THE BOARD OF DIRECTORS**

- 1.1 The officers of the Board of Directors are the President and Vice President.
- 1.2 The President of the Board of Directors shall serve as presiding officer at all Board meetings. The President shall have the same rights as the other members of the Board in all matters, except as specified herein.
- 1.3 In the absence of the President, the Vice President of the Board of Directors shall serve as presiding officer over all meetings of the Board. If the President and Vice President are both absent, the remaining members shall select one among themselves to act as presiding officer of the meeting.
- 1.4 The President and Vice President of the Board shall be elected annually at the first regular meeting in December, and the term of office shall commence immediately upon election and continue until replaced.
  - (a) Board Members shall rotate into the positions of Board President and Vice President, with the Board Member who has served the longest since elected serving as President and the Board Member with the next longest tenure on the Board serving as Vice President. Following such Board Members' one year of service in each position, the Board Member serving as Vice President shall rotate to the position of President, and the Board Member who has served as President shall rotate back to the position of Board Member. The Board Member who has served the next longest then rotates into the position of Vice President. In the event one or more Board Members are eligible to become President or Vice President and were last voted into office at the same election, the open position shall first go to the Board Member who received the most votes in that election, followed by the Board Member who received the next highest number of votes. Any Board Member may decline their appointment to the position of President or Vice President. The appointment of officers shall be subject to the affirmative vote of the Board.
- 1.5 The President or his or her designee is the official spokesperson for the Board in response to communications regarding the position of the Board on relevant District issues and is the point person and contact for intergovernmental relations.

**2. MEETINGS**

- 2.1 The Board shall comply with the provisions of the Ralph M. Brown Act (Government Code Section 54950 et seq.) concerning the calling and conduct of public meetings.
- 2.2 Regular meetings of the Board of Directors shall be on the second and third Thursday of each calendar month in the Veterans Memorial Hall, located at 1000 Main Street, Cambria, unless otherwise directed by the Board of Directors. The time for holding Regular meetings of the Board of Directors shall be established by resolution.
- 2.3 For regular meetings, a block of time shall be set aside to receive general public comment. Comments on items on the agenda should be held until the appropriate item is called. Public

comment shall be directed to the President of the Board and limited to three minutes unless extended or shortened at the President's discretion. During general public comment:

- a) Board Members may briefly respond to statements or questions from the public;
- b) At the President's discretion, Board Members may, on their initiative or in response to public questions, ask questions for clarification, provide references to staff or other resources for factual information, or request staff to report back at a subsequent meeting; and
- c) The President of the Board or a Board majority in an open session may take action to direct staff to place a matter on a future agenda.

- 2.4 Meeting Length. The business at regular meetings of the Board of Directors, including any scheduled closed sessions, shall be conducted for no more than a three-hour period, unless extended by a four-fifths (4/5th) vote of the Board. In the event there are remaining items on the agenda at the end of the three-hour period, the Board may adjourn the meeting to a specific date and time in accordance with the provisions of Government Code Section 54955. The intent and purpose of this policy is to encourage a reasonable time period in which the Board of Director's business is discussed and to protect against fatigue in discussing and deciding important District issues.
- 2.5 Board Members shall attend all regular and special meetings of the Board unless excused for emergencies or other good cause.
- a) Good cause for absence includes circumstances of which the President of the Board is notified prior to the meeting. Good cause also includes Board-authorized meeting absences, such as attendance at a conference directly related to the functions and interests of the District or at the meeting of another public agency in order to participate in an official capacity.
  - b) A Board Member who is absent for good cause may notify the President by electronic transmission, telephone communication, or letter. The President shall notify the General Manager and the Board of all absences that are excused for good cause. The minutes shall indicate whether an absence was excused.
  - c) A Board Member vacancy shall occur upon the happening of any of the events set forth in Government Code Section 1770.
- 2.6 The President shall conduct all meetings in a manner consistent with the policies of the CCSD. The President shall determine the order in which agenda items shall be considered for discussion and/or actions taken by the Board and shall announce the Board's decision on all subjects. On roll call, the maker of the motion shall be called first, the Board Member seconding the motion shall be called second, and the remainder are polled with the President voting last, unless the President made or seconded the motion.
- 2.7 A majority of the total membership of the Board shall constitute a quorum for the transaction of business. A majority of the total membership of the Board is sufficient to do business; however, all actions require a unanimous vote if only three attend. When there is no quorum for a regular meeting, the President, Vice President, or any Board Member shall adjourn such meeting, or, if no Board Member is present, the Confidential Administrative Assistant shall adjourn the meeting.
- 2.8 A roll call vote, if required by law, shall be taken upon votes on ordinances and resolutions and shall be entered in the minutes of the Board showing those Board Members voting aye, voting no, and those abstaining or absent. Unless a Board Member states that they are not voting because of a conflict of interest and steps down from the dais prior to the discussion of the item, their silence shall be recorded as a vote of abstention.
- 2.9 Any person attending a public meeting of the Board of Directors may record the proceedings with an audio or video recording device in the absence of a reasonable finding that the recording cannot

continue without noise, illumination, or obstruction of view that constitutes or would constitute a disruption of the proceedings.

- 2.10 All video recording devices shall remain stationary and shall be located and operated from behind the public speaker's podium once the meeting begins. The President retains the discretion to alter these guidelines, including the authority to require that all recording devices be located in the back of the room.

### **3. AGENDAS**

- 3.1 The General Manager, in cooperation with the Board President and Vice President, shall prepare an agenda for each regular and special meeting of the Board of Directors. An item placed on an agenda in this manner shall only be removed by the General Manager in cooperation with the President and Vice President. Any Director's request to place an item on the agenda must be approved by the Board President or a majority of the Board Members acting in open session.
- 3.2 Those items considered to be of a routine and noncontroversial nature are placed on the Consent Agenda. These items shall be approved, adopted, and accepted by one motion of the Board of Directors.
- a) Board Members may request any item listed on the Consent Agenda be removed from the Consent Agenda, and the Board will take action separately on that item.
  - b) A Board Member may ask a question for clarification on any item on the Consent Agenda. The item may be briefly discussed for clarification and the questions will be addressed along with the rest of the Consent Agenda.
  - c) When a Board Member wishes to pull an item simply to register a dissenting vote, the Board Member shall inform the presiding officer that he or she wishes to register a dissenting vote without discussion. These items will be handled along with the rest of the Consent Agenda, and the Confidential Administrative Assistant will register a "no" vote in the minutes.
- 3.3 No Board action may be taken on an item not on a posted agenda, except as set forth in Government Code Section 54954.2(b).

### **4. PREPARATION OF MINUTES**

- 4.1 The minutes of the Board shall be kept by the Confidential Administrative Assistant.
- 4.2 The Confidential Administrative Assistant shall be required to make a record only of such business as was actually voted upon by the Board and, except as provided in Sections 4.3 and 4.6 below, shall not be required to record any remarks of Board Members or any other person.
- 4.3 Any Board Member may request for inclusion in the minutes brief comments pertinent to an agenda item only at the meeting in which the item is discussed.
- 4.4 Written comments delivered to the Board at the meeting that were not contained in the Board Agenda Packet for review by the Board prior to the meeting shall be maintained as a separate public record.
- 4.5 The Confidential Administrative Assistant shall attempt to record the names and general place of residence of persons addressing the Board and the title of the subject matter to which their remarks are related.
- 4.6 Whenever the Board acts in a quasi-judicial proceeding, the Confidential Administrative Assistant

shall create a record of a summary of the testimony of the witnesses.

## **5. MEMBERS OF THE BOARD OF DIRECTORS**

- 5.1 Information that is exchanged before meetings shall be distributed through the Confidential Administrative Assistant, and all Board Members will receive all information being distributed.
- 5.2 Board Members shall at all times conduct themselves with courtesy to each other, to staff, and to members of the audience present at Board meetings.
- 5.3 At the President's discretion, District Counsel shall act as parliamentarian. The rules contained in the current edition of *Rosenberg's Rules of Order* (and *Robert's Rules of Order* 12th Edition for matters on which Rosenberg is silent) shall govern the Board of Directors in all cases to which they are applicable and in which they are not inconsistent with these Bylaws, any special rules of order the Board may adopt and any statutes applicable to the CCSD that do not authorize the provisions of these Bylaws to take precedence.

## **6. AUTHORITY OF DIRECTORS**

- 6.1 The Board of Directors is the unit of authority within the CCSD. Apart from their normal function as a part of this unit, Board Members have no individual authority. As individuals, Board Members may not commit the CCSD to any policy, act, or expenditure.
- 6.2 All members of the Board of Directors shall exercise their independent judgment on behalf of the interests of the entire District, including the residents, property owners, and the public as a whole. Board Members do not represent any fractional segment of the community, but are instead a part of the body which represents and acts for the community as a whole.
- 6.3 The Board of Directors shall adopt policies for the operation of the District, including, but not limited to, administrative policies, fiscal policies, personnel policies, and purchasing policies.
- 6.4 The primary responsibilities of the Board of Directors are:
  - a) The formulation and evaluation of policy;
  - b) Monitoring the CCSD's progress in attaining its goals and objectives;
  - c) Appointment, oversight, and evaluation of a General Manager to handle all matters concerning the operational aspects of the CCSD; and
  - d) Appointment, oversight, and evaluation of a District Counsel to handle all matters concerning the legal aspects of the CCSD.

## **7. BOARD MEMBER GUIDELINES**

- 7.1 Board Members, by making a request of the General Manager, shall have access to information relative to the operation of the CCSD. If the General Manager cannot provide the requested information in a timely manner, the General Manager shall inform the individual Board Member why the information is not or cannot be made available.
  - (a) When a Board Member requests information, the path of communication shall be Board to General Manager, then General Manager to Staff.
  - (b) For posted agenda items, if a substantial amount of information that would take a significant

amount of time to compile is being requested by an individual Board Member for agenda items, and the information being provided either in a written staff report or verbally at the Board meeting is not deemed sufficient to make a decision on that agenda item, a request by a Board Member can be made to bring that agenda item back to a future Board meeting by making a motion and receiving an affirmative vote for that action to be placed back on an agenda as soon as reasonably possible.

- 7.2 Individual Board Members should not involve themselves in the day-to-day operations of the District. Their primary role is to participate in the process of establishing the District's policies and goals. The General Manager is responsible for implementing those policies and goals.
- 7.3 Personnel matters and other operational issues that may be of concern to individual Board Members should be addressed through the General Manager. Individual Board Members shall not involve themselves or interfere in personnel matters.
- 7.4 The General Manager shall take direction and instruction from the Board of Directors as a body when it is sitting in a duly convened meeting. Individual Board Members should refrain from giving orders or instruction to the General Manager or any subordinates of the General Manager.
- 7.5 When presented with questions or complaints from citizens or staff related to operational or personnel matters, Board Members should listen to the concerns expressed and either (1) confer with the General Manager or District Counsel, as appropriate, or (2) refer the individual to the General Manager for resolution of their concerns.

## **8. BOARD MEMBER COMPENSATION**

- 8.1 Board Members may receive compensation of one hundred dollars (\$100.00) for each authorized day of service rendered as a Board Member.
- 8.2 The following are authorized meetings for which a Board Member may be compensated:
  - a) Regular Board meetings.
  - b) Special Board meetings.
  - c) Standing Committee meetings of which the Board Member is a Committee member.
  - d) Participation in a training program on a topic that is directly related to the District, provided that the Board of Directors has previously approved the Member's participation at a Board meeting and that the Member delivers a written report to the Board regarding the Member's participation at the next Board meeting following the training program.
  - e) Representation of the District at a public event, provided that the Board of Directors has previously approved the Member's representation at a Board meeting and that the Member delivers a written report to the Board regarding the Member's representation at the next Board meeting following the public event.
  - f) Representation of the District at a public meeting or a public hearing conducted by another public agency, provided that the Board of Directors has previously approved the Member's representation at a Board meeting and that the Member delivers a written report to the Board regarding the Member's representation at the next Board meeting following the public meeting or public hearing.
  - g) Representation of the District at a meeting of a public benefit non-profit corporation on whose Board the District has membership, provided that the Board of Directors has previously approved the Member's representation at a Board meeting and that the Member delivers a written report to the Board regarding the Member's representation at the next Board meeting following the corporation's meeting.

- 8.3 Board Member compensation shall not exceed six days of service in any calendar month.
- 8.4 Board Member compensation shall not exceed \$100.00 per day or \$600.00 per month.
- 8.5 Each Board Member is entitled to reimbursement for travel, meals, lodging, and other actual and necessary expenses incurred in the performance of the duties required or authorized by the Board pursuant to Government Code Section 53232.2.
- 8.6 Board Members shall provide brief reports on meetings attended at the expense of the District at the next regular Board meeting, as provided by Government Code Section 53232.3.

## **9. STANDING COMMITTEES**

- 9.1 Standing committees are those committees created by formal Board action that have continuing subject matter jurisdiction, regularly established meeting schedules, and one Board Member as a non-voting chairperson who does not count toward a quorum. The General Manager ~~may be~~ is an ex-officio non-voting member of all standing committees and does not count toward a quorum.
- 9.2 The following shall be the standing committees of the District:
  - a) Finance;
  - b) Resources & Infrastructure;
  - c) Policy; and
  - d) Parks, Recreation and Open Space
- 9.3 Committee Rules:  
Members' terms and method of appointment, along with detailed rules and procedures for committees, are contained in the Standing Committee Bylaws, a Board-approved set of guidelines and expectations for committees.
- 9.4 Meetings:
  - a) All committees shall comply with the provisions of the Ralph M. Brown Act concerning the calling of public meetings and with the Board and Standing Committee Bylaws.
  - b) A written report shall be prepared for each committee meeting by the Chair and forwarded to the Board of Directors. A recording of each meeting will be made available on the District's website.
  - c) With the exception of the Board Member serving as a non-voting Committee Chair, Board Members may attend meetings of the District's standing committees as observers only and shall not participate in such meetings.

## **10. AD HOC COMMITTEES AND LIAISON APPOINTMENTS**

- 10.1 The President or a majority of the Board may create ad hoc committees consisting of two Board members in accordance with the provisions of the Brown Act from time to time with specific focus and duration, as required. Ad hoc committees shall meet on an as-needed basis.
- 10.2 The tasks of the ad hoc committee shall be outlined at the time of appointment, along with expected deliverables and an estimated completion date. The committee shall be considered dissolved when its final report has been made.
- 10.3 The President or a majority of the Board may appoint a liaison to an organization, group, non-profit, or other agency. The role of the liaison is to observe the meetings of those entities to which they are appointed as liaison and report back to the Board on the discussions and actions taken

during those meetings on topics that relate to the community and the District. The liaison is not an official spokesperson of the Board at these meetings and shall not speak as such without prior Board approval. Any personal opinions or comments made by the liaison shall include the statement that it is their own personal opinion and does not reflect the opinion of the entire Board. Their comments shall not undermine the decisions adopted by the Board or commit the Board to any action or policy.

- 10.4 The Board-appointed liaison may prepare and submit a written report for each meeting attended and forward it to the Confidential Administrative Assistant for inclusion in the appropriate agenda.

## **11. BOARD BYLAW REVIEW POLICY**

- 11.1 Subject to Section 3.1, the Board Bylaws shall be reviewed annually at the first regular meeting in January, after which amendments to the Bylaws may be considered for adoption by the Board.

## **12. COMPLIANCE WITH FEDERAL AND STATE LAW**

- 12.1 If it is determined any of these Bylaws conflict with Federal or State rules or statutes, the Federal or State rules or statutes will apply.
- 12.2 These Bylaws are for the purpose of providing guidance to the Cambria Community Services District Board of Directors in the performance of their duties.
- 12.3 These Bylaws are not intended to amend any laws governing the behavior of any individual Board member in a private capacity. All Board members will comply with all Federal and State laws governing their conduct in the performance of their duties.



## Exhibit B

### **Cambria Community Services District Standing Committee Bylaws**

#### **1. SCOPE OF RESPONSIBILITY**

1.1. Standing Committees are advisory to the Board of Directors. The Committees shall gather information, explore alternatives, examine implications, and offer options for review and deliberation by the Board of Directors. Committee members are expected to stay current on the issues under discussion by the Board of Directors.

1.2 Each Standing Committee shall consider only District-related issues approved and assigned to it by the Board of Directors, or issues within the purview of each Committee as defined in “Standing Committee Statements of Purpose and Responsibilities” below.

1.3 Apart from their normal function as part of an advisory resource, Committees and the individual members have no authority and may not verbally or by action represent the Committee or the CCSD in any policy, act, or expenditure.

1.4 The Committee and its members shall maintain collaborative working relationships with the public, other Standing Committees and the CCSD Board of Directors.

1.5 Any Standing Committee, or its ad hoc committees, may meet with staff and/or District consultants but shall not interfere with their operational duties, as determined by the General Manager. Any information requests to staff will be specific in nature and relate to the business of the Committee.

1.6 Standing Committee Statements of Purpose and Responsibilities

1.6.1 The Finance Committee shall:

- (a) Provide review for transparent budget processes and financial management that promote fiscal stability and instill public trust;
- (b) Support and work directly with the CCSD General Manager and Administrative Department Manager-Finance Manager in enhancing financial integrity and monetary discipline;
- (c) Discuss and receive public input during committee meetings and advise the Board of Directors on financial matters;
- (d) Provide financial review, assessment, and recommendation to CCSD Board of Directors regarding potential funding sources available to the District from private, public, County, State or federal entities; and
- (e) Support other standing committees’ fiscal review needs.



1.6.2 The Resources and Infrastructure Committee shall:

- (a) Assess existing resources and gather information regarding infrastructure and resource needs of the community;
- (b) Support and work directly with the CCSD General Manager and Utilities Department Manager in identifying/defining plans to meet the infrastructure needs of the community, working within the bounds of current and potential resources and priorities of the District;
- (c) Provide recommendations to the Board of Directors regarding actions to meet the community's infrastructure needs; and
- (d) Support other standing committees' resource and infrastructure review needs.

1.6.3 The Policy Committee shall:

- (a) Review existing operational and governance policies that the Board has identified as requiring assessment, update, or organization for consistency with other existing policies; Identify potential areas of policy needs not currently addressed in the CCSD Policy Handbook and develop needs assessments regarding impact due to lack of policy and immediacy of need. The Committee Chair shall provide the needs assessments to the Board members for consideration. If the Board determines that a policy is required, the Board shall proceed according to the existing Policy No. 1000 ("Adoption/Amendment of Policies") and (for policies to be included in the District Policy Handbook) the "Policy Handbook Checklist" adopted on November 10, 2022; and
- (b) Support other standing committees' policy review needs.

1.6.4 The Parks, Recreation and Open Space Committee shall:

- (a) Assess existing resources and gather information regarding the parks, open space, and recreational needs of the community;
- (b) Establish collaborative working relationships with relevant public and private organizations;
- (c) Support and work directly with the CCSD General Manager and Facilities & Resources Manager to create plans for meeting the needs of the community within the bounds of current and potential resources;
- (d) Recommend plans of action to the Board regarding meeting the community needs for parks, recreation, and open space; and
- (e) Facilitate communication with the residents of Cambria both to update community priorities for parks, recreation, and open space and to obtain community support for planned actions.

## **2. COMMITTEE MEMBERS**

2.1 The Committee shall consist of five volunteer members from the community and one CCSD Board Director to act as a non-voting Chairperson who does not count toward a quorum. Additionally, the General Manager is an ex-officio non-voting member of all Standing Committees and does not count toward a quorum.

2.2 Each Committee member must live and be registered to vote within the CCSD boundaries. No Committee member shall serve on more than one (1) Committee at a time.

2.3 Method of appointment:

- (a) Volunteer Committee members shall serve two-year terms. Such terms shall begin in February of odd-numbered years.

(b) At the end of a term of office, a Committee member wishing to continue for another term shall fill out an application as specified in 2.3(d) below and will be considered for appointment along with the other applicants.

(c) Prior to the beginning of a term, or in the event of a vacancy during an unexpired term, the CCSD shall invite applications for Committee membership. Such invitation shall be advertised on the CCSD website and at all Cambria CSD public information bulletin boards. Application forms may be obtained and submitted to the website or the Administrative Offices during regular business hours during the application period.

(d) Any applications received per 2.3(d) above shall be retained by the District and remain active for two years.

(e) Committee members shall be appointed from the pool of applicants (see 2.3(d) above) by recommendation of the Committee Chairperson and approved by a majority vote of the CCSD Board of Directors.

(f) The Committee Chairperson shall be responsible for interviewing new applicants and determining their qualifications prior to making a recommendation to the CCSD Board of Directors.

2.4 Committee members shall attend all regular and special meetings of the Committee unless excused for emergencies or other good cause:

(a) Good cause for absence includes circumstances of which the Chairperson of the Committee is notified prior to the meeting. Good cause also includes Board-authorized or Committee-authorized meeting absences, such as attendance at a conference directly related to the functions and interests of the District or at the meeting of another public agency in order to participate in an official capacity.

(b) A Committee member who is absent for good cause may notify the Chairperson by electronic transmission (e.g., email), telephone communication, or letter. The minutes shall indicate whether an absence was excused.

(c) A vacancy shall occur if a Committee member is absent from three (3) consecutive regular meetings without good cause, except as otherwise provided for by law or as authorized by the Board of Directors.

2.5. Vacancies of unexpired terms of office of regular Committee members shall be filled by recommendation of the Committee Chairperson from the pool of applicants (see 2.3(d) above) and appointment by the CCSD Board of Directors.

### 3. COMMITTEE OFFICERS

3.1. The Chairperson shall be chosen annually from members of the Board of Directors by a majority vote of the Board.

3.2. The Vice-Chairperson and Secretary shall be chosen annually by a majority of the Committee.

3.3. No member of the Committee shall hold more than one office.

3.4. Chairperson duties:

(a) Preside over meetings.

(a)(b) \_\_\_\_\_ Vote only in the event of a tie vote. Supervise, provide guidance, and act as a liaison between the Board and the Committee,

~~(b)(a) \_\_\_\_\_ Preside over meetings,~~

- (c) Establish committee meeting agendas,
- (d) Appoint appropriate ad hoc committees of no more than two (2) Committee members.
- ~~(d)~~(e) To avoid any appearance of unduly influencing voting Committee members, the Chairperson shall not attend ad hoc committee meetings or meet with two voting Committee members outside of a meeting to discuss Committee business,
- ~~(e)~~(f) Sign reports,
- ~~(f)~~(g) Represent the Committee at regular CCSD Board meetings,
- ~~(g)~~(h) Coordinate with CCSD staff input for agenda preparation for the monthly Committee meetings,

3.5. Vice Chairperson duties:

- (a) Perform the duties of the Chairperson in their absence,
- (b) Act as liaison to another Standing Committee as determined by the Chairperson or a majority of the Committee.

3.6. Secretary duties:

- (a) Record the minutes of the meetings in action form, ensuring the accuracy of when, how, and by whom the Committee's business was conducted.
- (b) Submit the draft written minutes and recording to CCSD staff for the public record.
- (c) Minutes should include, at a minimum:
  - The date, time, and location of the meeting,
  - A list of the Committee members present and absent,
  - A record of reports presented and by whom,
  - The text of motions adopted along with a count of yes and no votes and the Committee members dissenting,
  - List of items considered for future agenda,
  - Time of meeting adjournment.

**4. COMMITTEE MEMBER GUIDELINES**

- 4.1. Members of the Committee and their activities are bound by all applicable provisions of the Brown Act (Government Code Sections 54950, et seq.).
- 4.2. Members of the Committee shall not participate in discussion of, or vote on issues constituting conflicts of interest – “no public official shall make, participate in making, or in any attempt to use his official position to influence a governmental decision in which he/she knows or has reason to know he/she has a financial interest.” (Government Code Section 87100).
- 4.3. Members of the Committee are charged with protecting and upholding the public interest and exhibiting the highest level of ethics.
- 4.4. Committee members shall at all times conduct themselves with courtesy towards each other, to staff, and to members of the audience present at Committee meetings. Should a Committee member disrupt Committee meetings or participate in behavior contrary to the charges and responsibilities of the Committee, the Committee, by a majority vote, may recommend action to the CCSD Board.

4.4.4.5. Committee members shall complete AB 1234 (Government Code Section 53235 et seq.) ethics training every two (2) years.

**5. AGENDA PROCEDURE**

- 5.1. Members shall provide input on the agenda to the Chairperson.
- 5.2. The Chair shall develop the draft agenda with input from the Vice Chair and CCSD staff.
- 5.3. CCSD staff shall prepare the final agenda and attachments.
- 5.4. CCSD staff shall post agendas on the District's website and at the District Administrative Office and distribute to all Committee members and the agenda distribution list.

**6. MEETINGS**

- 6.1. The Committee shall meet within the jurisdictional boundaries of the CCSD, except as otherwise permitted by the Brown Act.
- 6.2. Information that is exchanged before meetings shall be distributed through the Confidential Administrative Assistant, and Committee members will receive all information being distributed as part of the meeting agenda.
- 6.3. The Committee shall hold regular meetings as often as once a month and at least quarterly, on dates set annually by the Committee. The Committee may call special meetings as needed, with required 24-hour public notice.
- 6.4. A majority of ~~all the five (5) voting~~ Committee members, ~~including the Chairperson~~, shall constitute a quorum as required to hold a meeting. Any action taken by the Committee shall require at least three (3) votes.
- 6.5. The business at regular meetings of the Committee shall be conducted for no more than a two-hour period, unless extended by a four-fifths vote of the Committee. In the event there are remaining items on the agenda at the end of the two-hour period, the Committee may adjourn the meeting to a specific date and time in accordance with the provisions of Government Code Section 54955. The intent and purpose of this policy is to encourage a reasonable time period in which the Committee's business is discussed and to protect against fatigue in discussing and deciding important issues.
- 6.6. The CCSD General Manager may determine a staff liaison to the Committee if needed for facilitating communication.

**7. PARLIAMENTARY AUTHORITY**

- 7.1. The rules contained in the current edition of *Rosenberg's Rules of Order* (and *Robert's Rules of Order* 12<sup>th</sup> Edition for matters on which Rosenberg is silent) shall govern the Committee in all cases to which they are applicable and in which they are not inconsistent with these Bylaws, any special rules of order the Committee may adopt, and statutes applicable to the Committee that do not authorize the provision of these Bylaws to take precedence.

**8. AMENDMENTS TO BYLAWS**

- 8.1. These Standing Committee Bylaws shall be reviewed annually at the first regular Board of Directors meeting in January, after which amendments may be considered for adoption by the Board.
- 8.2. The CCSD Board of Directors retains sole authority to amend these Bylaws. A majority of

the CCSD Board of Directors must approve any amendments.

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **4.E**

FROM: Matthew McElhenie, General Manager

---

Meeting Date: September 12, 2024      Subject: Discussion and Consideration to Approve a Landowner Access Agreement with Upper Salinas - Las Tablas Resource Conservation District Regarding Access to and Use of Real Property to Implement a Habitat Restoration Project for the Fiscalini Ranch Preserve

---

**FISCAL IMPACT:**

The Upper Salinas - Las Tablas Resource Conservation District (USLTRCD) received a grant from the California Association of Resource Conservation (CARCD) and the Wildlife Conservation Board. The USLTRCD will be paying for all costs associated with this project. They don't predict any fiscal impacts other than the monitoring of the progress, and they have funding to maintain the site until the end of 2026, which includes watering, weeding, caging, etc. They can also install irrigation if the CCSD/FFRP thinks that would be helpful. Once 2027 begins, the plants and/or the irrigation system if installed, will need to be maintained by FFRP volunteers.

Some CCSD staff time will be needed to monitor the project's progress, but there are no other significant fiscal impacts on CCSD. USLTRCD will bear all project costs.

**DISCUSSION:**

The Cambria Community Services District ("District") owns the Fiscalini Ranch Preserve ("Ranch"). The FFRP holds a permanent conservation easement that protects, maintains, and helps restore the ranch's natural resources and maintains access as a public trust. The FFRP also assists in managing the Ranch for the public by organizing volunteers to remove invasive plants, maintain trails, plant native species to restore natural habitats, improve accessibility, and raise funds from public and private sources for projects on the Ranch.

The USLTRCD has received a grant from CARCD to implement a habitat restoration project ("Project") on the Ranch. The FFRP is working with CARCD and USLTRCD on this Project. In order to complete the habitat restoration project, the CCSD must execute a Landowner Access Agreement ("Agreement") with USLTRCD. The Agreement has a 10 year term, grants USLTRCD access to the Ranch with at least 30 days notice and includes an indemnification provision. Additionally, the Agreement provides that the Department of Fish and Wildlife and the State Wildlife Conservation Board will visit the Project site at agreed upon intervals.

It is recommended that the Board of Directors approve a Landowner Access Agreement with Upper Salinas - Las Tablas Resource Conservation District regarding access to and use of real property to implement a habitat restoration project for the Fiscalini Ranch Preserve.

**ATTACHMENTS:**

1. [Landowner Agreement: Habitat Restoration Project](#)
2. [Exhibit A](#)

## Upper Salinas-Las Tablas Resource Conservation District

5855 Capistrano Ave, Suite A, Atascadero, CA 93422 | 805.460.7272 | www.us-ltrcd.org

### Landowner Agreement: Habitat Restoration Project Fiscalini Ranch Preserve

#### AGREEMENT REGARDING ACCESS TO AND USE OF REAL PROPERTY IN ORDER TO IMPLEMENT A HABITAT RESTORATION PROJECT

This agreement is entered into by Upper Salinas – Las Tablas Resource Conservation District (US-LTRCD), a non-regulatory public agency and California nonprofit organization ("the nonprofit organization"), and Cambria Community Services District, ("the landowner").

#### **PERTINENT FACTS**

A. The landowner owns certain real property ("the property"), located in Cambria, San Luis Obispo County, California, as shown in Exhibit A, which is incorporated by reference and attached.

B. The nonprofit organization is a California nonprofit organization existing under Section 501(c)(3) of the United States Internal Revenue Code and whose purposes are consistent with Division 21 of the California Public Resources Code.

C. The nonprofit organization/public agency has been contacted by the landowner to assist in restoring the natural resources and enhancing habitat on the property, and the nonprofit organization/public agency seeks to provide this assistance.

D. On January 13th, 2023, State Wildlife Conservation Board ("the Board"), an agency of the State of California established under Division 2 of the Fish and Game Code, authorized a grant to the nonprofit organization/public agency to undertake on the property certain habitat restoration projects.

E. The grant agreement requires that the nonprofit organization/public agency enter into an agreement sufficient to protect the public interest in any restoration projects implemented under the Board's grant, and to ensure that the nonprofit organization/public agency has permission to implement and monitor projects on the owner's land.

**THE NONPROFIT ORGANIZATION/PUBLIC AGENCY AND THE LANDOWNER AGREE AS FOLLOWS**, in light of the Pertinent Facts, above:

1. **DURATION.** This agreement shall take effect when fully executed, on the date last signed below, and shall run 10 years from the time of full execution, unless agreement is terminated earlier by mutual agreement in writing by the parties, with the written consent of the Executive Director of the Board.
2. **CONSTRUCTIVE NOTICE.** The terms, conditions and restrictions of this agreement, the Board's grant agreement, and the provisions of the project shall be binding upon, and inure to, the

## Upper Salinas-Las Tablas Resource Conservation District

5855 Capistrano Ave, Suite A, Atascadero, CA 93422 | 805.460.7272 | www.us-ltrcd.org

benefit of the parties hereto and their personal representatives, heirs, successors, and assigns and shall continue as a servitude running with the land for the Project Life.

This document, substantially as shown, shall be signed by the nonprofit organization/public agency and the landowner. In addition, the landowner shall notify prospective buyers, lessees, or operators of the property to make them aware of this project and this agreement.

3. **ACCESS BY THE NONPROFIT ORGANIZATION/PUBLIC AGENCY.** The nonprofit organization/public agency shall have access to the property, with at least a 30-day prior written or verbal notice to the landowner, to accomplish the purposes of this agreement, including monitoring during the entire term of this agreement.
4. **RESTORATION AND MAINTENANCE.** The nonprofit organization/public agency shall implement a restoration project on the property in accordance with the grant agreement, including, eradication of non-native plants, collection of seeds or cuttings, and planting of appropriate native species. The nonprofit organization/public agency shall maintain the project during the implementation phase of this agreement and shall monitor and maintain the improvements as necessary to maintain the habitat value and/or the functionality of the installed infrastructure during the management and maintenance portion of this agreement.
5. **INSPECTION.** The nonprofit organization/public agency and the landowner shall permit the Board, its agents or employees, and the Department of Fish and Wildlife to visit the project site at agreed-upon intervals, but not less than once every three years, during the term of this agreement to determine whether the site is being restored and maintained in a manner consistent with the grant agreement.
6. **LANDOWNER'S USE OF PROPERTY.** Except as provided in this paragraph, the landowner reserves the right to use the property in any manner, provided that its use does not unreasonably interfere with the nonprofit organization's/public agency's rights under this agreement. During the term of this agreement, the landowner shall use the property and habitat improvements in a manner consistent with the purposes of the grant agreement; this includes, but is not limited to, refraining from harming, damaging, removing, altering, or interfering with the restored sites.
7. **LIABILITY.** The nonprofit organization/public agency shall be responsible for, indemnify and save harmless the landowner and the Board, its officers, agents, and employees from any and all liabilities, claims, demands, damages or costs resulting from, growing out of, or in any way connected with or incident to the property and improvements on it, except for active negligence of the landowner or the Board, its officers, agents or employees. The duty to indemnify and save harmless includes the duty to defend as set forth in Civil Code Section 2778. The nonprofit organization/public agency waives any and all rights to any type of express or implied indemnity or right of contribution from the Board, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to the project, the property, and improvements on it.



**Upper Salinas-Las Tablas Resource Conservation District**

5855 Capistrano Ave, Suite A, Atascadero, CA 93422 | 805.460.7272 | www.us-ltrcd.org

**8. AUTHORIZING SIGNATURES**

**Upper Salinas – Las Tablas Resource Conservation District (Nonprofit organization or public agency)**

\_\_\_\_\_  
[Authorized signature]

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Print or type name]

\_\_\_\_\_  
[Title]

**Landowner**

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Matthew McElhenie

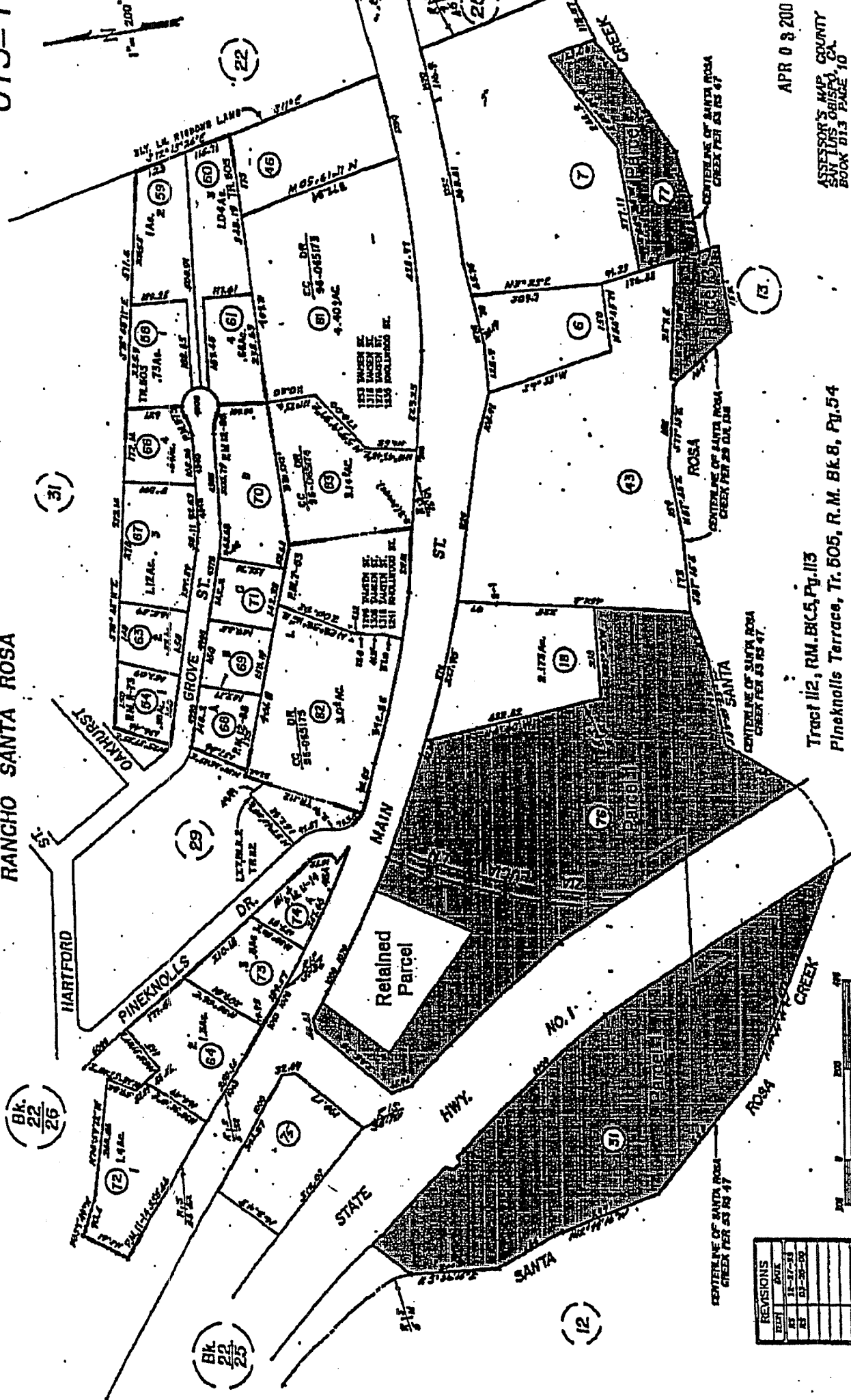
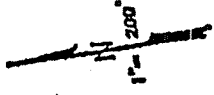
\_\_\_\_\_  
General Manager

**Exhibit A.**  
**Legal Description of Property Subject to Easement**

1-800-345-7334

013-10

RANCHO SANTA ROSA



Bk. 22/26

Bk. 22/25

| REVISIONS |    |
|-----------|----|
| DATE      | BY |
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THIS MAP IS PREPARED FOR ASSESSMENT PURPOSES ONLY.

Tract 112, R.M. BK. 5, Pg. 113  
Pineknolls Terrace, Tr. 505, R.M. BK. 8, Pg. 54

APR 0 8 200

ASSESSOR'S MAP COUNTY  
SANTA ROSA, CALIF.  
BOOK 013 PAGE 10

LYON A

RECORDING REQUESTED BY *Chicago* 1  
 AND WHEN RECORDED MAIL TO: Doc No: 2001-031712 Rpt No: 00040419

|  |  |            |
|--|--|------------|
| Cambria Community Services District<br>c/o Fox & Sobagi, LLP<br>10960 Wilshire Blvd., Suite 1270<br>Los Angeles, CA 90024<br>Attn: Deborah Fox | Official Records<br>San Luis Obispo Co.<br>Julie L. Rodewald<br>Recorder<br>May 08, 2001<br>Time: 08:00<br>[ 8 ] | NF -1 0.00 |
| Escrow No. 256273 - FM<br>Order No. 256273 - WJLB  |  | TOTAL 0.00 |

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration"), dated May 2, 2001 for reference purposes, is made by CAMBRIA COMMUNITY SERVICES DISTRICT, a special district ("Owner").

**RECITALS**

- A. Owner is the fee owner of (i) that certain real property located in the County of San Luis Obispo, California, and commonly referred to as the "East West Ranch," and (ii) that certain real property located in the County of San Luis Obispo, California, and legally described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property").
- B. The East West Ranch was acquired by Owner pursuant to a grant (the "Conservancy Grant") from the State Coastal Conservancy, an agency of the State of California (the "Conservancy"); and certain other funds. In connection with the Conservancy Grant, the Property was donated to Owner.
- C. In order to effectuate the desire of Owner and the Conservancy to impose on the East West Ranch certain restrictions limiting use of the East West Ranch, Owner has recorded in the Official Records of San Luis Obispo County, California, a Declaration of Covenants, Conditions and Restrictions (the "East West Ranch CCRs") limiting use of the East West Ranch for the purpose of resource enhancement and public access (the "Permitted Uses").
- D. This Declaration is to effectuate the desire of Owner and the Conservancy to impose on the Property certain restrictions limiting use of the Property to the Permitted Uses consistent with the Permitted Uses for the East West Ranch.

**Exhibit A to  
Reciprocal Easements Agreement**

**LEGAL DESCRIPTION OF DONATED PROPERTY**

The real property referred to in the Reciprocal Easements Agreement as the Donated Property, is situated in San Luis Obispo County, California, and is legally described as follows:

**PARCEL 1:**

That portion of the Rancho Santa Rosa being a part of land conveyed by George E. Long and Samuel H. Pollard to R. Rigdon, by Deed recorded June 3, 1867 in Book B, Page 78 of Deeds, County of San Luis Obispo, State of California, bounded as follows:

On the Southwest and South by the center line of Santa Rosa Creek; on the Northwest by the Southeasterly line of the property described in the deed from Lions Club of Cambria to the County of San Luis Obispo, recorded February 24, 1954 in Book 747, Page 46 of Official Records and described therein as Parcel 2 and 3, and which Southeasterly line has a bearing of North 43° 59' 30" East; on the Northeast by the Southwesterly line of the right of way of former California State Highway as established in the Deed to the State of California recorded March 14, 1932 in Book 120, Page 365 of Official Records; on the Southeast by the Northwesterly line of the property described as Parcel 1 in the Deed from John L. Jung, et ux., to Niels Carl Hansen, recorded March 24, 1927 in Book 29, Page 138 of Official Records and a line bearing North 10° 30' East from the Northwesterly corner of the property described in said Deed.

EXCEPTING therefrom that portion conveyed to the County of San Luis Obispo, by Deed recorded June 15, 1954 in Book 760, Page 463 of Official Records.

ALSO EXCEPTING therefrom that portion conveyed to the Roman Catholic Bishop of Monterey-Fresno, a corporation sole, by Deed recorded October 7, 1957 in Book 911, Page 8 of Official Records.

ALSO EXCEPTING therefrom that portion conveyed to the State of California by Deed recorded January 11, 1963 in Book 1220, Page 213 of Official Records.

ALSO EXCEPTING therefrom one-half interest in all oil, mineral, gas and other hydrocarbon substances below a depth of 500 feet under the herein described property, without right of surface entry or the right to use any portion of the herein described property or any portion of the subsurface within 500 feet of the surface for drilling, mining or quarrying operations of any kind, as reserved by Rancho Pacifica, a Limited Partnership, in deed recorded November 23, 1981 as Instrument No. 54972.

ALSO EXCEPTING therefrom that portion conveyed to the County of San Luis Obispo, a political subdivision of the State of California by deed recorded August 26, 1963 in Book 1257, Page 379 of Official Records.

PARCEL 2:

That portion of the Rancho Santa Rosa, County of San Luis Obispo, State of California, according to a map filed in Book A, Page 42 of Maps, described as follows:

Commencing at a 6" x 6" concrete monument set in the Rancho Santa Rosa on the Southerly line of the State Highway right of way distant South 2° 40' 26" West, 40.00 feet from Engineer's station 23 + 50.00, a point on a curve on the Department of Public Works centerline survey for the State Highway from Cambria to San Simeon, road V-SLO-56-B; thence running from said Point of Beginning along the said Southerly right of way line of the State Highway on a curve to the left tangent to a line that bears South 87° 10' 34" East with a radius of 2740 feet through an angle of 7° 36' 27" and for a distance of 363.81 feet to a 3" x 4" stake set at the intersection of said right of way line and a fence which bears South 10° 51' East, said fence being on the Westerly line of the property of Susan A. Armstrong, et al., said 3" x 4" stake bears South 83° 56' 16" West, 107.90 feet from the intersection of the said Southerly right of way line of the State Highway and the original East line of the lands of R. Rigdon as established by deed recorded in Book B of Deeds at Page 78, San Luis Obispo County Records; thence running from said 3" x 4" stake, South 10° 51' East, 283.51 feet along the aforementioned fence line to a 3" x 4" stake being the True Point of Beginning; thence leaving said fence line and running South 58° 31' West, 246.20 feet to a 3" x 4" stake; thence South 88° 24' West, 277.11 feet to a 3" x 4" stake set in the Westerly fence line of the tract of land conveyed by C. H. Bright to Joseph Fiscalini by Deed recorded in Book 88 of Deeds at Page 70, San Luis Obispo County Records; thence South 8° 32' East along said Westerly line to the center line of Santa Rosa Creek; thence Easterly and Northeasterly along said centerline to the Westerly line of the property formerly owned by said Armstrong and Turman, said line also being the Easterly line of the property described in Book 88 at Page 70 of Deeds; thence North 10° 51' West, along said Easterly line to the True Point of Beginning.

EXCEPTING therefrom one-half interest in all oil, mineral, gas and other hydrocarbon substances below a depth of 500 feet under the herein described property, without right of surface entry or the right to use any portion of the herein described property or any portion of the subsurface within 500 feet of the surface for drilling, mining, or quarrying operations of any kind, as reserved by Rancho Pacifica, a Limited Partnership, in Deed recorded November 23, 1981 as Instrument No. 54972.

PARCEL 3:

That portion of the Rancho Santa Rosa in the County of San Luis Obispo, State of California, described as follows:

Beginning at a 3" x 4" stake set in the East line of Parcel 1 of the property conveyed to Niels Carl Hansen by Deed dated March 22, 1927 and recorded in Book 29 of Official Records, at Page 138 Records of said County, South 8° 32' East 85 feet from the corner of the property conveyed to Cambria Union Elementary School District by Deed dated May 28, 1936 and recorded in Book 197 of Official Records, at Page 302, Records of said County, said stake also being South 46° West 734.44 feet from the point of intersection of the East line of the land conveyed to R. Bjrdon by Deed recorded in Book B of Deeds, at Page 78, records of said County and the South line of the California State Highway right of way as described in Deed dated October 20, 1931 and recorded in Book 108 of Official Records at Page 413, records of said County; thence running from said Point of Beginning South 8° 32' East 93.67 feet along the East line of the lands of said Niels Carl Hansen to a 2" x 2" stake in the center of Santa Rosa Creek; thence North 88° 59' West 152.00 feet along the center of said Santa Rosa Creek to a 2" x 2" stake; thence North 54° 41' West 164.63 feet along the said center line of Santa Rosa Creek to a 2" x 2" stake; thence leaving said creek and running North 24° 33' East 45.82 feet to a 3" x 4" stake; thence South 79° 30' East 257.50 feet to the Point of Beginning.

EXCEPTING therefrom one-half interest in all oil, mineral, gas and other hydrocarbon substances below a depth of 500 feet under the herein described property, without right of surface entry or the right to use any portion of the herein described property or any portion of the subsurface within 500 feet of the surface for drilling, mining or quarrying operations of any kind, as reserved by Rancho Pacifica, a Limited Partnership, in deed recorded November 23, 1981 as Instrument No. 54972.

EXCEPTING from the above described lands that portion of the Rancho Santa Rosa, County of San Luis Obispo, State of California according to the map filed in Book A, Page 42 of Maps described as follows:

Beginning at a 6 inch concrete monument marking the Southwesterly right of way of Main Street (Old Highway 1) at the Northwest end of a line which is described as bearing North 62°42'00" West on the Record of Survey recorded in book 52, page 47 of Licensed Surveys said point being at the beginning of a curve concave to the Northeast and having a radius of 2755.00 feet (the radius point bearing North 33°03'10" east); thence Northwesterly along said Southwesterly right of way through a central angle of 06°06'02" an arc distance of 293.34 feet to a 1 inch iron pipe tagged LS 5751; thence leaving said right of way South 44°03'04" West a distance of 190.64 feet to a 1 inch iron pipe tagged LS 5751, thence South 43°33'18" East a distance of 317.17 feet to a 1 inch iron pipe tagged LS 5751, thence North 37°51'45" East a distance of 245.87 feet to the Point of Beginning.

RECORDING REQUESTED BY  
**CHICAGO TITLE COMPANY**  
 AND WHEN RECORDED MAIL THIS DEED AND, UNLESS  
 OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:  
 CAMBRIA COMMUNITY SERVICES DISTRICT  
 C/O FOX & SONAGI, LLP  
 ATTN: DEBORAH FOX  
 10960 WILSHIRE BLVD., SUITE 1270  
 LOS ANGELES, CA 90024

Doc No: 2001-000353

Rpt No: 00000443

Official Records  
 San Luis Obispo Co.  
 Julie L. Rodwald  
 Recorder  
 Jan 03, 2001  
 Time: 08:00

NF -1 0.00

[ 5 ]

TOTAL 0.00

Order No. 258741 - 125 Escrow No. 258741 - FB

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**EAST-WEST MICH REVISIONARY INTEREST QUITCLAIM DEED AMN 013-121-022**

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$ -0- GIFT

unincorporated area  City of

computed on the full value of the interest or property conveyed, or is

computed on the full value less the value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

| FILED | FEE PAID | EXEMPT    | DATE   |
|-------|----------|-----------|--------|
|       |          | <i>RD</i> | 5/1/01 |

AMERICAN LAND CONSERVANCY, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

hereby REMISE, RELEASE AND FOREVER QUITCLAIM to

CAMBRIA COMMUNITY SERVICES DISTRICT, A SPECIAL DISTRICT, ALL REMAINING RIGHT TITLE AND INTEREST IN AND TO

the following described real property in the County of San Luis Obispo, State of California:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

Dated November 13, 2000

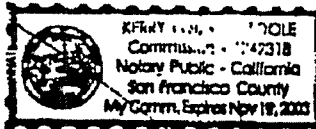
AMERICAN LAND CONSERVANCY,  
 a California nonprofit public benefit corporation

STATE OF CALIFORNIA  
 COUNTY OF San Francisco 1 55  
 On 11/13/00 before me,

By: Harriet Burgess  
 Harriet Burgess, President

THE UNDERSIGNED  
 a Notary Public in and for said County and State, personally appeared  
Harriet Burgess

personally known to me or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) were 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), at the duly upon behalf of which the person(s), acted, executed the instrument.



WITNESS my hand and official seal.  
Karen Anne Vitale  
 Signature of Notary

FOR NOTARY SEAL OR STAMP

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE

Name \_\_\_\_\_ Street Address \_\_\_\_\_ City, State & Zip \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California  
County of San Francisco } ss.

On 11/13/08 before me, Kerry Louise O'Toole  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Harriet Burgess  
Name(s) of Signer(s)

personally known to me  
 I 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.

Kerry Louise O'Toole  
Signature of Notary Public

Place Notary Seal Above

**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: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

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

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



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Page 1  
Escrow No. 258741 -FM

LEGAL DESCRIPTION EXHIBIT

PARCEL 1:

All that parcel of real property situate in the County of San Luis Obispo, State of California, being a portion of Lot 22 of Ward's Subdivision of Rancho Santa Rosa as shown on the map of said subdivision recorded in Book A, Page 69 of Maps, in the office of the County Recorder of said County. Said parcel is described as follows:

Beginning at a point on the Southerly line of said Lot 22, also being the Northwestern corner of Block 174 of Cambria Pines Manor Unit No. 7 (as recorded August 9, 1930 in Book 5, Page 18 of Maps, said County and State) and a point on the Easterly right of way of Windsor Boulevard; thence along the Northerly line of said Cambria Pines Manor Unit No. 7, North 57°09'00" East, 402.44 feet; thence, continuing along said Northerly line North 58°38'00" East, 170.31 feet to the intersection with the centerline of Marlborough Lane; thence continuing on along said Northerly line, North 57°29'00" East, 186.93 feet to a point on the Westerly right of way of Madison Street; thence leaving said Northerly line of Cambria Pines Manor Unit No. 7, Northwestward along the projected bearing of the Westerly right of way of Madison Street North 38°35'00" West, 628.79 feet; thence South 57°10'00" West, 222.63 feet; thence North 32°50'00" West, 75.00 feet; thence South 57°10'00" West, 408.30 feet; thence South 01°19'08" West, 45.77 feet to the beginning of a curve to the left, said beginning bearing radially South 88°40'52" East, thence Southeastward through said curve which is concave to the Northeast, having a central angle of 62°24'41", a radius of 280.00 feet and an arc length of 305.00 feet to the beginning of a reverse curve to the right, said beginning bearing radially South 28° 54' 27" West; thence Southeastward through said curve which is concave to the Southwest, having a central angle of 51°09'25", a radius of 280.00 feet and an arc length of 250.00 feet to the beginning of a reverse curve to the left, said beginning bearing radially North 80°03'52" East; thence Southeastward through said curve which is concave to the Northeast, having a central angle 28°38'52", a radius of 250.00 feet and an arc length of 125.00 feet to a point which bears radially North 51°25'00" East and is on the projected Easterly right of way of Windsor Boulevard; thence along said projected Easterly right of way South 38°35'00" East, 10.00 feet to the point of beginning.

Bearings are based on that line between the centerlines of Marlborough Lane and Madison Street at the Northerly line of Cambria Pines Manor Unit No. 7 as North 57°29'00" East per said Book 5, Page 18 of Maps.

PARCEL 2:

A 60 foot wide easement for ingress, egress, utility and incidental purposes over all that parcel of real property situated in the County of San Luis Obispo, State of California, being a portion of Lot 22 of Ward's Subdivision of Rancho Santa Rosa as shown on the map of said subdivision recorded in Book A, Page 69 of Maps in the office of the County Recorder of said County, said parcel is described as follows:

Beginning at a point on the Southerly line of said Lot 22, also being the Northwestern corner of Block 174 of Cambria Pines Manor Unit No. 7 (as recorded August 9, 1930 in Book 5, Page 18 of Maps, said County and State) and a point on the Easterly line of Windsor Boulevard; thence along the Northerly line of said Northerly line of Cambria Pines Manor Unit No. 7, South 57°09'00" West 60.30 feet; thence leaving said Northerly line of Cambria Pines Manor No. 7, Northwestward along a line parallel with the extension of Windsor Boulevard centerline North 38°35'00" West,

DEED LEGAL-08/09/1984

Page 2

Escrow No. 255741 -FM

LEGAL DESCRIPTION EXHIBIT

3.98 feet to the beginning of a curve to the right, said beginning bearing radially North  $81^{\circ}25'00''$  East; thence Northwesterly through said curve which is concave to the Northeast, having a central angle of  $28^{\circ}38'52''$ , a radius of 310.00 feet and an arc length of 155.00 feet to the beginning of a reverse curve to the left, said beginning bearing radially North  $80^{\circ}03'52''$  East, thence Northeasterly along said radial North  $80^{\circ}03'52''$  East, 60.00 feet to the beginning of a reverse curve which bears radially North  $80^{\circ}03'52''$  East; thence Southeasterly through said curve which is concave to the Northeast, having a central angle of  $28^{\circ}38'52''$ , a radius of 250.00 feet and an arc length of 125.00 feet to a tangent point on the projected Easterly line of Windsor Boulevard, thence along said projected easterly line South  $38^{\circ}35'00''$  East, 10.00 feet to the point of beginning.

Bearings are based on that line between the centerlines of Marlborough Lane and Madison Street at the Northerly line of Cambria Pines Manor Unit No. 7, as North  $67^{\circ}29'00''$  East per said Book 5, Page 16 of Maps.

DLEDIG-02/08/84M

**CERTIFICATE OF ACCEPTANCE**  
(Government Code § 27281)

This is to certify that the interest in real property conveyed by the deed dated November 13, 2000, from the American Land Conservancy to the Cambria Community Services District ("the District"), a special district, is hereby accepted by the undersigned officer on behalf of the District pursuant to authority conferred by the action of the District Board on May 25, 2000, and the grantee consents to recordation thereof.

Dated: 11/13/2000

By Helen May  
Helen May  
President, Board of Directors  
Cambria Community Services District

END OF DOCUMENT

RECORDING REQUESTED BY  
**CHICAGO TITLE COMPANY**  
 AND WHEN RECORDED MAIL THIS DEED AND, UNLESS  
 OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:  
 CAMBRIA COMMUNITY SERVICES DISTRICT  
 C/O FOX & SOHAGI, LLP  
 ATTN: DEBORAH FOX  
 10960 WILSHIRE BLVD., SUITE 1270  
 LOS ANGELES, CA 90024

Doc No: 2000-067845

Rpt No: 00088537

Official Records  
 San Luis Obispo Co.  
 Julie L. Rodewald  
 Recorder  
 Nov 16, 2000  
 Time: 08:00

|       |      |
|-------|------|
| NF -1 | 0.00 |
| TOTAL | 0.00 |

[ 5 ]

Order No. 256741 - RES Escrow No. 256741 - FE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**EAST-WEST RANCH REVERSIONARY INTEREST QUITCLAIM DEED**

13, 121, 22

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAXES \$ -0- GIFT

- unincorporated area     City of \_\_\_\_\_  
 computed on the full value of the interest or property conveyed, or is  
 computed on the full value less the value of liens or encumbrances remaining at time of sale, and

|       |          |        |              |
|-------|----------|--------|--------------|
| FIXED | FEE PAID | EXEMPT | CUT OF STATE |
|       |          | ☺      |              |

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

AMERICAN LAND CONSERVANCY, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

hereby REMISE, RELEASE AND FOREVER QUITCLAIM to

CAMBRIA COMMUNITY SERVICES DISTRICT, A SPECIAL DISTRICT, ALL REMAINING RIGHT TITLE AND INTEREST IN AND TO

the following described real property in the County of San Luis Obispo

, State of California:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

Dated Nov 16, 2000

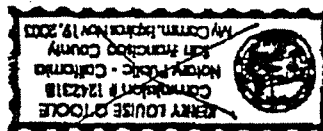
AMERICAN LAND CONSERVANCY,  
 a California nonprofit public benefit corporation

STATE OF CALIFORNIA  
 COUNTY OF San Francisco ) SS.  
 On 11/13/00 before me,

By: Harriet Burgess  
 Harriet Burgess, President

THE UNDERSIGNED  
 a Notary Public in and for said County and State, personally appeared  
Harriet Burgess

personally known to me (or proved to me on the basis of satisfactory evidence) to be the (person(s) whose name(s) (are subscribed to the within instrument and acknowledged to me that he/ (s) 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.

Kerry Louise T. Todd  
 Signature of Notary

\* please see attached  
 CA acknowledgment  
 FOR HILARY SEAR OF TANE

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE

Name

Street Address

City, State & Zip

001-0470/0404

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California  
 County of San Francisco } ss.

On 11/13/00 before me, Kerry Louise O'Toole  
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)  
 personally appeared Harriet Burgess  
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.

Kerry Louise O'Toole  
Signature of Notary Public

Place Notary Seal Above

**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: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

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

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



LEGAL DESCRIPTION EXHIBIT

PARCEL 1:

All that parcel of real property situate in the County of San Luis Obispo, State of California, being a portion of Lot 22 of Ward's Subdivision of Rancho Santa Rosa as shown on the map of said subdivision recorded in Book A, Page 69 of Maps, in the office of the County Recorder of said County. Said parcel is described as follows:

Beginning at a point on the Southerly line of said Lot 22, also being the Northwestern corner of Block 174 of Cambria Pines Manor Unit No. 7 (as recorded August 9, 1930 in Book 5, Page 18 of Maps, said County and State) and a point on the Easterly right of way of Windsor Boulevard; thence along the Northerly line of said Cambria Pines Manor Unit No. 7, North 57°08'00" East, 402.44 feet; thence, continuing along said Northerly line North 85°38'00" East, 170.31 feet to the intersection with the centerline of Marlborough Lane; thence continuing on along said Northerly line, North 57°29'00" East, 185.93 feet to a point on the Westarly right of way of Madison Street; thence leaving said Northerly line of Cambria Pines Manor Unit No. 7, Northwestarly along the projected bearing of the Westarly right of way of Madison Street North 38°35'00" West, 628.79 feet; thence South 57°10'00" West, 222.63 feet; thence North 32°50'00" West, 75.00 feet; thence South 57°10'00" West, 408.30 feet; thence South 01°19'08" West, 45.77 feet to the beginning of a curve to the left, said beginning bearing radially South 88°40'52" East, thence Southeastarly through said curve which is concave to the Northeast, having a central angle of 62°24'41", a radius of 280.00 feet and an arc length of 305.00 feet to the begining of a reverse curve to the right, said begining bearing radially South 28° 54' 27" West; thence Southeastarly through said curve which is concave to the Southwest, having a central angle of 51°09'25", a radius of 280.00 feet and an arc length of 250.00 feet to the beginning of a reverse curve to the left, said beginning bearing radially North 80°03'52" East; thence Southeastarly through said curve which is concave to the Northeast, having a central angle 28°38'52", a radius of 250.00 feet and an arc length of 125.00 feet to a point which bears radially North 51°25'00" East and is on the projected Easterly right of way of Windsor Boulevard; thence along said projected Easterly right of way South 38°35'00" East, 10.00 feet to the point of beginning.

Bearings are based on that line between the centerlines of Marlborough Lane and Madison Street at the Northerly line of Cambria Pines Manor Unit No. 7 as North 57°29'00" East per said Book 5, Page 18 of Maps.

PARCEL 2:

A 60 foot wide easement for ingress, egress, utility and incidental purposes over all that parcel of real property situated in the County of San Luis Obispo, State of California, being a portion of Lot 22 of Ward's Subdivision of Rancho Santa Rosa as shown on the map of said subdivision recorded in Book A, Page 69 of Maps in the office of the County Recorder of said County, said parcel is described as follows:

Beginning at a point on the Southerly line of said Lot 22, also being the Northwestern corner of Block 174 of Cambria Pines Manor Unit No. 7 (as recorded August 9, 1930 in Book 5, Page 16 of Maps, said County and State) and a point on the Easterly line of Windsor Boulevard; thence along the Northerly line of said Northerly line of Cambria Pines Manor Unit No. 7, South 57°09'00" West 80.30 feet; thence leaving said Northerly line of Cambria Pines Manor No. 7, Northwestarly along a line parallel with the extension of Windsor Boulevard centerline North 38°35'00" West.

Page 2

Escrow No. 258741 -FM

LEGAL DESCRIPTION EXHIBIT

3.98 feet to the beginning of a curve to the right, said beginning bearing radially North  $51^{\circ}25'00''$  East; thence Northwesterly through said curve which is concave to the Northeast, having a central angle of  $28^{\circ}38'52''$ , a radius of 310.00 feet and an arc length of 165.00 feet to the beginning of a reverse curve to the left, said beginning bearing radially North  $80^{\circ}03'52''$  East, thence Northeasterly along said radial North  $80^{\circ}03'52''$  East, 60.00 feet to the beginning of a reverse curve which bears radially North  $80^{\circ}03'52''$  East; thence Southeasterly through said curve which is concave to the Northeast, having a central angle of  $28^{\circ}38'52''$ , a radius of 250.00 feet and an arc length of 125.00 feet to a tangent point on the projected Easterly line of Windsor Boulevard, thence along said projected easterly line South  $38^{\circ}35'00''$  East, 10.00 feet to the point of beginning.

Bearings are based on that line between the centerlines of Marlborough Lane and Madison Street at the Northerly line of Cambria Pines Manor Unit No. 7, as North  $57^{\circ}29'00''$  East per said Book 5, Page 16 of Maps.

DEEDLEGAL/08/1984



**CERTIFICATE OF ACCEPTANCE**  
(Government Code § 27281)

This is to certify that the interest in real property conveyed by the deed dated November 16, 2000, from the American Land Conservancy to the Cambria Community Services District ("the District"), a special district, is hereby accepted by the undersigned officer on behalf of the District pursuant to authority conferred by the action of the District Board on May 25, 2000, and the grantee consents to recordation thereof.

Dated: 11/13/2000

By Helen May  
Helen May  
President, Board of Directors  
Cambria Community Services District



RECORDING REQUESTED BY  
CHICAGO TITLE COMPANY  
AND WHEN RECORDED MAIL TO

CAMBRIA COMMUNITY SERVICES  
DISTRICT  
C/O FOX & SCHAGI, LLP  
ATTN: DEBORAH FOX  
10960 WILSHIRE BLVD.  
SUITE 1270  
LOS ANGELES, CA 90024

Doc No: 2000-067844

Rpt No: 00088636

Official Records  
San Luis Obispo Co.  
Julie L. Rodewald  
Recorder  
Nov 16, 2000  
Time: 08:00

UN 12,650.00  
NF -1 0.00

[ 9 ]

TOTAL 12,650.00

Escrow No. 250359 - FB  
Order No. 248328 - W3

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

13, 121, 21, 22; 14 13, 131, 31  
23, 411, 25, 26 23, 221, 24, 35, 36, 56  
23, 221, 42 23, 221, 57  
23, 201, 91

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX \$ 12,650.00

unincorporated area --  City of

computed on the full value of the interest or property conveyed, or is

computed on the full value less the value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

AMERICAN LAND CONSERVANCY, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

hereby GRANT(S) to

CAMBRIA COMMUNITY SERVICES DISTRICT, A SPECIAL DISTRICT

| FILED | FEE PAID | EXEMPT | OUT OF STATE |
|-------|----------|--------|--------------|
|       |          | 5      |              |

the following described real property in the  
County of San Luis Obispo

, State of California:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

Dated Nov 16, 2000

STATE OF CALIFORNIA

COUNTY OF San Francisco ) ss.

On 11/13/00 before me,

the undersigned

a Notary Public in and for said County and State, personally appeared

Harriet Burgess

AMERICAN LAND CONSERVANCY,  
a California nonprofit public benefit corporation

By: Harriet Burgess  
Harriet Burgess, President

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 (s) executed the same in his (own) authorized (capacity), and that by his (signature) their (interest) on the instrument is the (person's), or the entity upon behalf of which the (person) acted, executed the instrument.

WITNESS my hand and official seal.

Kerry Louise O'Toole  
Signature of Notary

11/14/03  
Date My Commission Expires



FOR NOTARY SEAL OR STAMP

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE  
SAME AS ABOVE

Name

Street Address

City, State & Zip

GD1 --04/20/87ha

Page 1  
Escrow No. 256389 -FM

**LEGAL DESCRIPTION EXHIBIT**

**PARCEL 1:**

Lot 23 of the map of the Subdivision off a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 68 of Maps in the office of the County Recorder of said County.

Except from said Lot 23 that portion thereof described in the deed to Corrine Koontz, a widow and Anne S. Haheman, a widow as joint tenants recorded May 20, 1959 in Book 1001, Page 124 of Official Records.

**PARCEL 2:**

Lot 22 of the map of the Subdivision off a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps in the office of the County Recorder of said County.

Except therefrom that portion of Lot 22 conveyed to Cambria Union Elementary School District, a public school district by deed recorded December 29, 1995 under Recorder's Series number 1995-080386.

**PARCEL 3:**

Lot 16X of the map of the Subdivision off a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps in the office of the County Recorder of said County.

**PARCEL 4:**

Lot 16Z of the map of the Subdivision off a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 68 of Maps in the office of the County Recorder of said County.

Except from said Lot 16Z those portions thereof described in the deed to the State of California recorded January 11, 1983 in Book 1220, Page 213 of Official Records.

**PARCEL 5:**

Lot 16V of the map of the Subdivision off a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps in the office of the County Recorder of said County.

**PARCEL 6:**

Lot 16W of the map of the Subdivision off a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California surveyed by H. C. Ward and recorded

DEED REC. 04/09/1988

Page 2  
Escrow No. 256359 - FM

**LEGAL DESCRIPTION EXHIBIT**

April 1, 1873 in Book A, Page 69 of Maps in the office of the County Recorder of said County.

Except from said Lot 16W those portions described in the deed to the State of California recorded January 11, 1963 in Book 1220, Page 213 of Official Records.

**PARCEL 7:**

Lot 17X of the map of the Subdivision of a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps in the office of the County Recorder of said County.

**PARCEL 8:**

That portion of Lot 11 of the map of the Subdivision of a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California, surveyed by H. C. Ward and Recorded April 1, 1873 in Book A, Page 69 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at a point in the center of the Santa Rosa Creek, said point being due North of a stake marked '84', said stake being the corner common to Lots Number 11, 17W and 18W of said subdivision; thence South to said stake '84'; thence Southerly twenty seven (27) chains to eight (8) links to a stake marked '58'; thence at right angles and Easterly eight (8) chains to a stake marked '52'; thence at right angle and Northerly to the center of said Santa Rosa Creek; thence down the center of said creek to the place of beginning.

EXCEPTING therefrom those portions thereof described in the Deed to the State of California recorded January 11, 1963 in Book 1220, Page 213 of Official Records.

**PARCEL 9:**

Lot 11 of the map of the Subdivision of a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California, surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps, in the Office of the County Recorder of said County.

EXCEPTING therefrom that portion thereof described in the Deed to the United States of America recorded August 12, 1959 in Book 1016, Page 499 of Official Records.

ALSO EXCEPTING therefrom that portion of Lot 11 of the map of the Subdivision of a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California, surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at a point in the center of the Santa Rosa Creek, said point being due North of a stake marked '84', said stake being the corner common to Lots Number 11, 17W and 18W of said subdivision; thence South to said stake '84'; thence Southerly twenty seven (27) chains and eight (8) links to a stake marked '58'; thence at right angles and Easterly eight (8) chains to a stake marked '52'; thence at right angles

DEED REC. 08/09/59

LEGAL DESCRIPTION EXHIBIT

and Northerly to the center of said Santa Rosa Creek; thence down the center of said creek to the place of beginning.

PARCEL 10:

That portion of Lot 10 of the map of the Subdivision of a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California, surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at a point in the Southwesterly line of said Lot 10 which is South 30° 15' East 435 feet from the most Westerly corner of said Lot 10, said point being the most Westerly corner of the property conveyed to Ernest Galbraith, et ux., by Deed dated July 11, 1947 and recorded July 21, 1947 in Book 448, Page 301 of Official Records, records of said County; thence North 48° 42' East, 242.80 feet; thence North 77° 35' East, 91.21 feet; thence South 73° 52' East, 233.48 feet; thence North 65° 21' East, 431.19 feet; thence South 33° 53' East, 130.13 feet; thence South 49° 18' East, 83.49 feet; thence South 54° 03' East, 87.74 feet; thence South 29° 18' East, 151.54 feet to a point on the Southeastery of said Lot 10 which is South 59° 45' West 195 feet more or less from the most Easterly corner of said Lot 10, said point being the most Easterly corner of the property conveyed to Ernest Galbraith, et ux., as aforesaid; thence North 59° 45' East along the Southeastery line of said Lot 10, 195 feet more or less to the most Easterly corner of said Lot; thence North 28° 15' West, along the Northeastery line of said Lot 10, 918.72 feet, more or less, to the center line of Santa Rosa Creek; thence Southwesterly along said center line to the most Westerly corner of said Lot; thence South 30° 15' East, along the Southwesterly line of said Lot, 435 feet to the Point of Beginning.

EXCEPTING therefrom that portion of Lot 10 of the map of the Subdivision of a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California, surveyed by H.C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at a point in the Southwesterly line of said Lot 10 which is South 30° 15' East 435 feet from the most Westerly corner of said Lot 10, said point being the most Westerly corner of the property conveyed to Ernest Galbraith, et ux., by Deed dated, July 11, 1947 and recorded July 21, 1947 in Book 448, Page 301 of Official Records, records of said County; thence along the Northwesterly line of said property the following courses and distances; North 28° 30' East, 415 feet; thence North 69° East, 185 feet; thence leaving said Northwesterly line, South 71° East, 92.5 feet to a point in the Northwesterly line of said conveyed property which is South 69° West, 200 feet from the east side of a water trough; thence continuing along the Northwesterly and Northeastery lines of said property conveyed to Ernest Galbraith, et ux., as aforesaid, the following courses and distances; South 21° East, 25 feet; thence North 69° East, 114 feet; thence Southeastery in a direct line to a point on the Southeastery line of said Lot 10 which is South 59° 45' West 195 feet from the most Easterly corner of said Lot 10, said point being the most Easterly corner of the property conveyed to Ernest Galbraith, et ux., as aforesaid; thence leaving the Northeastery line of said conveyed property, North 59° 45' East along the Southeastery line of said Lot 10, 195 feet to the most Easterly corner of said Lot; thence North 28° 15' West, along the Northeastery line of said Lot 10, 918.72 feet, more or less, to the center line of Santa Rosa Creek; thence Southwesterly along

Page 4

Escrow No. 258389 -FM

### LEGAL DESCRIPTION EXHIBIT

said centerline to the most Westerly corner of said Lot; thence South 30° 15' East, along the Southwesterly line of said Lot, 435 feet to the Point of Beginning.

ALSO EXCEPTING therefrom that portion of Lot 10 of the map of the Subdivision of a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California, surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps, in the Office of the County Recorder of said County, described as follows:

Commencing at a point in the Southwesterly line of said Lot 10 which is South 30° 30' East 435 feet from the most Westerly corner of said Lot 10, said point being the most Westerly corner of the property conveyed to Ernest Galbraith, et ux, by Deed dated July 11, 1947 and recorded July 21, 1947 in Book 448, Page 301 of Official Records, records of said County; thence along the Northwesterly line of said property the following courses and distances; North 28° 30' East, 415 feet; thence North 69° East, 185 feet to the True Point of Beginning; thence continuing along said Northwesterly line South 21° East, 58 feet; thence North 69° East, 85 feet to a point in said Northwesterly line which is South 69° West, 200 feet from the East side of a water trough; thence leaving said Northwesterly line, North 71° West, 92.5 feet to the True Point of Beginning.

#### PARCEL 11:

That portion of Lot 10 of the map of the Subdivision of a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California, surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps, in the Office of the County Recorder of said County, described as follows:

Commencing at a point in the Southwesterly line of said Lot 10 which is South 30° 30' East 435 feet from the most Westerly corner of said Lot 10, said point being the most Westerly corner of the property conveyed to Ernest Galbraith, et ux., by Deed dated July 11, 1947 and recorded July 21, 1947 in Book 448, Page 301 of Official Records, records of said county; thence along the Northwesterly line of said property the following courses and distances; North 28° 30' East, 415 feet; thence North 69° East, 185 feet to the True Point of Beginning; thence continuing along the Northwesterly line South 21° East, 58 feet; thence North 69° East, 85 feet to a point in said Northwesterly line which is South 69° West, 200 feet from the East side of a water trough; thence leaving said Northwesterly line, North 71° West, 92.5 feet to the True Point of Beginning.

#### PARCEL 12:

That portion of Lot 10 of the map of the Subdivision of a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California, surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at a point in the Southwesterly line of said Lot 10 which is South 30° 15' East 435 feet from the most Westerly corner of said Lot 10, said point beginning the most Westerly corner of the property conveyed to Ernest Galbraith, et ux., by Deed dated July 11, 1947 and recorded July 21, 1947 in Book 448, Page 301 of Official Records, records of said County; thence along the Northwesterly line of said property the following courses and distances; North 28° 30' East, 415 feet; thence North 69°

OFFICIAL RECORDS

LEGAL DESCRIPTION EXHIBIT

East, 185 feet; thence leaving said Northwesterly line, South 71° East, 82.5 feet to a point in the Northwesterly line of said conveyed property which is South 68° West, 200 feet from the East side of a water trough; thence continuing along the Northwesterly and Northeasterly lines of said property conveyed to Ernest Galbraith, et ux., as aforesaid, the following courses and distances; South 21° East, 25 feet; thence North 69° East, 114 feet; thence Southeasterly in a direct line to a point on the Southeasterly line of said Lot 10 which is South 59° 45' West 195 feet from the most Easterly corner of said Lot 10, said point being the most Easterly corner of the property conveyed to Ernest Galbraith, et ux., as aforesaid; thence leaving the Northeasterly line of said conveyed property, North 59° 45' East along the Southeasterly line of said Lot 10, 195 feet to the most Easterly corner of said Lot; thence North 28° 15' West, along the Northeasterly line of said Lot 10, 918.72 feet, more or less to the center line of Santa Rosa Creek; thence Southwesterly along said centerline to the most Westerly corner of said Lot; thence South 30° 15' East, along the Southwesterly line of said Lot, 438 feet to the Point of Beginning.

EXCEPTING therefrom any portion thereof lying within the property described as Parcel 1 in the Deed to Orval W. McNay and Nettie W. McNay recorded April 29, 1952 in Book 655, Page 648 of Official Records,

PARCEL 13:

Lot 21 in Block 238 of Tract No. 26, in the County of San Luis Obispo, State of California, according to the map thereof recorded February 18, 1937 in Book 5, Page 48 of Maps, in the Office of the County Recorder of said County.

Except therefrom that portion of said Lot 21 lying Northarthy of the Southerly line of that certain right of way for Public Highway granted to the County of San Luis Obispo, by Deed dated April 19, 1938 and recorded June 21, 1938 in Book 241, Page 287 of Official Records, in the Office of the County Recorder of said County.

PARCEL 14:

Lot 15 in Block 236 of Tract No. 26, in the County of San Luis Obispo, State of California, according to the map thereof recorded February 18, 1937 in Book 5, Page 46 of Maps, in the Office of the County Recorder of said County.

PARCEL 15:

Lot 16 in Block 236 of Tract No. 26, in the County of San Luis Obispo, State of California, according to the map thereof recorded February 18, 1937 in Book 5, Page 46 of Maps, in the Office of the County Recorder of said County.

PARCEL 16:

Lot 45 in Block 19 of Cambria Pines Manor, Unit No. 1, in the County of San Luis Obispo, State of California, according to map recorded July 8, 1929 in Book 5 at Page 8 of Maps, in the Office of the County Recorder of said County

PARCEL 17:

RECEIVED 08/09/98



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Escrow No. 258359 -FM

**LEGAL DESCRIPTION EXHIBIT**

Lot 46 in block 19 of Cambria Pines Manor Unit no. 1, in the County of San Luis Obispo, State of California, according to the map recorded July 6, 1929 in book 5 at page 8 of maps in the office of the County Recorder of said County.

**PARCEL 18:**

Lot 47 in block 19 of Cambria Pines Manor Unit no. 1, in the County of San Luis Obispo, State of California, according to the map recorded July 6, 1929 in book 5 at page 8 of maps in the office of the County Recorder of said County.

**PARCEL 19:**

Lot 50 in Block 19 of Cambria Pines Manor Unit No. 1 in the County of San Luis Obispo, State of California, according to map filed July 6, 1929 in Book 5 at Page 8 of Maps, in the Office of the County Recorder of said County.

**PARCEL 20:**

Lot 51 in Block 19 of Cambria Pines Manor Unit No. 1 in the County of San Luis Obispo, State of California, according to map filed July 6, 1929 in Book 5 at Page 8 of Maps, in the Office of the County Recorder of said County.

**PARCEL 21:**

Lot 53 in Block 19 of Cambria Pines Manor Unit No. 1, in the County of San Luis Obispo, State of California, according to map recorded July 6, 1929 in Book 5 at page 8 of Maps, in the Office of the County Recorder of said County.

**PARCEL 22:**

Lot 64 in Block 19 of Cambria Pines Manor Unit No. 1, in the County of San Luis Obispo, State of California, according to map recorded July 6, 1929 in Book 5 at page 8 of Maps, in the Office of the County Recorder of said County.

**PARCEL 23:**

Lot 65 in Block 19 of Cambria Pines Manor Unit No. 1, in the County of San Luis Obispo, State of California, according to map recorded July 6, 1929 in Book 5 at page 8 of Maps, in the Office of the County Recorder of said County.

**PARCEL 24:**

Lot 1 in Block 1 of Cambria Pines Manor Unit No. 1, in the County of San Luis Obispo, State of California, according to map recorded July 6, 1929 in Book 5, Page 8 of Maps, in the Office of the County Recorder of said County.

**PARCEL 25:**

Lot 2 in Block 1 of Cambria Pines Manor Unit No. 1, in the County of San Luis Obispo, State of California, according to map recorded July 6, 1929 in Book 5, Page 8 of Maps, in the Office of the County Recorder of said County.

DEED LEGAL 06/09/1929

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Escrow No. 256369 -FM

LEGAL DESCRIPTION EXHIBIT

PARCEL 26:

Lot 17Z of the map of the Subdivision of a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps in the office of the County Recorder of said County.

Except from said Lot 17Z those portions thereof described in the deed to the State of California recorded January 11, 1963 in Book 1220, Page 213 of Official Records.

PARCEL 27:

Lot 17V of the map of the Subdivision of a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps in the office of the County Recorder of said County.

PARCEL 28:

Lot 17W of the map of the Subdivision of a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps in the office of the County Recorder of said County.

Except from said Lot 17W those portions thereof described in the deed to the State of California recorded January 11, 1963 in Book 1220, Page 213 of Official Records.

PARCEL 29:

Lot 18V of the map of the Subdivision of a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps in the office of the County Recorder of said County.

PARCEL 30:

Lot 18W of the map of the Subdivision of a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps in the office of the County Recorder of said County.

Except from said Lot 18 that portion thereof described as Parcel 7A-71A in Final Order of Condemnation recorded November 22, 1978 in Book 2116, Page 63 of Official Records.

PARCEL 31:

Lot 15 in Block 42 of Cambria Pines Unit No. 5, in the County of San Luis Obispo State of California, according to map recorded April 18, 1929 in Book 5, Page 2 of Maps, in the Office of the County Recorder of said County.

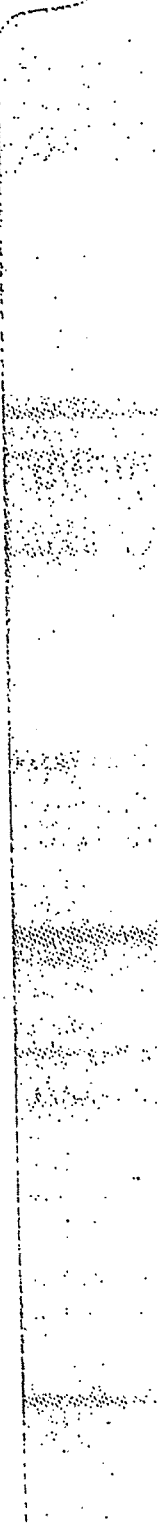
DEEDLEG-08/07/84

**CERTIFICATE OF ACCEPTANCE**  
(Government Code § 27281)

This is to certify that the interest in real property conveyed by the deed dated November 16, 2000, from the American Land Conservancy to the Cambria Community Services District ("the District"), a special district, is hereby accepted by the undersigned officer on behalf of the District pursuant to authority conferred by the action of the District Board on May 25, 2000, and the grantee consents to recordation thereof.

Dated: 11/13/2000

By Helen May  
Helen May  
President, Board of Directors  
Cambria Community Services District



RECORDING REQUESTED BY:  
CHICAGO TITLE

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

Cambria Community Services District  
c/o Fox & Sohagi, LLP  
10960 Wilshire Blvd., Suite 1270  
Los Angeles, CA 90024  
Attn: Deborah Fox

Escrow No. 256359 - FM  
Order No. 256359 - KMS

Doc No: 2000-067846

Rpt No: 00088638

Official Records  
San Luis Obispo Co.  
Julie L. Rodewald  
Recorder  
Nov 16, 2000  
Time: 08:00

NF -1 0.00

[ 17 ]

TOTAL 0.00

### DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration"), dated November 16, 2000 for reference purposes, is made by CAMBRIA COMMUNITY SERVICES DISTRICT, a special district ("Owner").

#### RECITALS

A. Owner is the fee owner of that certain real property located in the County of San Luis Obispo, California, and legally described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The Property was acquired pursuant to (i) a grant from the State Coastal Conservancy, an agency of the State of California (the "Conservancy"), (ii) certain funds allocated from the State of California, acting by and through the California Department of Transportation ("Caltrans"), as provided in Section 133(d)(2) of the United States Code Annotated Title 23, and (iii) certain other funds, for the following public purposes:

(1) for use of the Property for purposes of resource enhancement and public access (the "Permitted REA Uses"); and

(2) for utilizing that portion of the Property described and depicted on Exhibit B, attached hereto and incorporated herein by this reference (the "View Shed Corridor"), for purposes of transportation enhancement activities (the "Permitted TEA Activities") directly related to that section of U.S. Highway 1 contained within the View Shed Corridor (the "Caltrans Facilities"), for the benefit of the Property and the Caltrans Facilities.

B. This Declaration is to effectuate the desire of Owner, the Conservancy and Caltrans to impose on the Property certain restrictions limiting use of the Property to the Permitted REA Uses, subject to the additional Permitted TEA Activities which shall be limited solely to the View Shed Corridor.

## DECLARATION

Owner makes the following declaration as to covenants, conditions, restrictions, limitations and uses to which the Property may be put, specifying that this Declaration shall constitute covenants to run with the land and shall be binding on Owner, and its successors, heirs and assigns, and all subsequent owners of all or any part of the Property, together with their grantees, successors, heirs, executors, administrators, devisees, or assigns:

1. Covenants, Conditions and Restrictions relating to Property.

(a) No use of the Property inconsistent with the Permitted REA Uses is permitted other than the Permitted TEA Activities which are strictly limited to the View Shed Corridor as provided in Section 2 below, except by specific act of the California State Legislature. Without the written permission of the Executive Officer of the Conservancy, Owner shall not use or allow the use of any portion of the Property for mitigation (in other words, to compensate for adverse changes to the environment elsewhere). All funds generated in connection with any authorized or allowable mitigation on the Property shall be remitted promptly to the Conservancy until the Conservancy has been fully paid for all of its past, present, and future costs with respect to the Property, including, without limitation, staff, planning, development, restoration, operation and maintenance, and monitoring costs, and acquisition costs at fair market value as of the time the mitigation is to begin.

(b) The Property (including any portion of it or any interest in it ) may not be used as security for any debt without the written approval of the State of California, acting through the Executive Officer of the Conservancy, or its successor.

(c) The Property (including any portion of it or any interest in it) may not be transferred without the approval of the State of California, through the Executive Officer of the Conservancy, or its successor.

(d) Owner is obligated to use, manage, operate and maintain the Property as described in the "USE, MANAGEMENT, OPERATION AND MAINTENANCE" section of California State Coastal Conservancy Grant Agreement No. 99-122, as it may be amended from time to time, subject to the Permitted TEA Activities which are limited to the View Shed Corridor in accordance with Section 2(a) below.

(e) Subject to the rights of Caltrans with respect to the View Shed Corridor as provided in Section 2(c) below, if the existence of Owner ceases for any reason or if any of the provisions stated in Sections 1(a) through 1(d), inclusive, above are violated, all of Owner's right, title and interest in the Property shall automatically vest in the State of California for the benefit of the Conservancy or its successor, upon acceptance of the Property and approval of the State Public Works Board; provided, however, that the State, through the Executive Officer of the Conservancy, or its successor, may designate another public agency or a nonprofit organization to accept the right, title and interest, in which case vesting shall be in that agency or organization rather than in the State.

2. Covenants, Conditions and Restrictions Relating to View Shed Corridor.

(a) Subject to Section 1 above, Owner is obligated to use, manage, operate and maintain the View Shed Corridor consistent with the Permitted TEA Activities pursuant to Program Supplement No. 003-M to Administering Agency-State Agreement for Federal-Aid Projects No.53-6078, for Project Number STPLEC-6078(004), as it may be amended from time to time.

(b) The responsibilities of Owner set forth in Section 2(a) above may not be transferred without the prior written consent of Caltrans.

(c) Subject to the provisions of Sections 1(c) and 1(e) above, if any of the provisions stated in Sections 2(a) or 2(b) are violated, Owner shall, upon demand by Caltrans, convey the View Shed Corridor, including all improvements thereon, to Caltrans or refund to Caltrans its proportional interest in the then fair market value of the View Shed Corridor established by appraisal or arbitration between Caltrans, the Conservancy and Owner so as to extinguish Caltrans' claim upon the View Shed Corridor. Caltrans' proportional interest shall be measured by the value of the contributions made by Caltrans and other public entities toward the View Shed Corridor, including all improvements thereon.

(d) In the event that Caltrans should require conveyance of all or a portion of the View Shed Corridor as provided in Section 2(c) above, Owner would be entitled to retain or receive only the pro rata capital contribution made by Owner at the then fair market value as established by appraisal or arbitration between Caltrans, the Conservancy and Owner.

(e) Neither Caltrans nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by Owner under or in connection with any work, authority or jurisdiction delegated to Owner under Section 2(a) above. It is understood and agreed that, pursuant to Government Code Section 895.4, Owner shall fully defend, indemnify and save harmless the State of California, all officers, and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Gov. Code § 810.8) occurring by reason of anything done or omitted to be done by Owner under Section 2(a) above. Caltrans reserves the right to represent itself in any litigation in which Caltrans' interests are at stake.

3. Enforcement. Owner acknowledges and agrees that enforcement of this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

4. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

5. Counterparts. This Declaration may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties authorize each other to detach and combine original signature pages and consolidate them into a single identical original. Any one of such completely executed counterparts shall be sufficient proof of this Declaration.

IN WITNESS WHEREOF, Owner has executed this Declaration as set forth below.

**OWNER:**

CAMBRIA COMMUNITY SERVICES  
DISTRICT, a special district

Dated: November 13, 2000

By: Helen May  
Name: Helen May  
Title: President, CCSD

Exhibits:

- A - Legal Description of Property
- B - Legal Description and Map of View Shed Corridor

**CONSERVANCY:**

APPROVED AS TO FORM AND CONTENT:

STATE COASTAL CONSERVANCY, an agency  
of the State of California

Dated: November \_\_, 2000

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



4. **Severability.** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Owner has executed this Declaration as set forth below.

**OWNER:**

**CAMBRIA COMMUNITY SERVICES DISTRICT, a special district**

Dated: November \_\_, 2000

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibits:**

- A - Legal Description of Property
- B - Map of View Shed Corridor
- C - Description of Caltrans Facilities

**CONSERVANCY:**

**APPROVED AS TO FORM AND CONTENT:**

**STATE COASTAL CONSERVANCY, an agency of the State of California**

Dated: November 13, 2000

By: William Ahern  
Name: WILLIAM AHERN  
Title: EXECUTIVE OFFICER

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

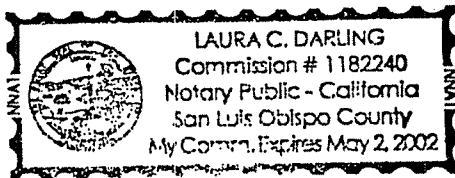
County of San Luis Obispo } ss:

On Oct. 13, 00, before me Laura C. Darling, notary public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Helen C. May  
Name(s) of Signer(s)

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

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



Place Notary Seal Above

WITNESS my hand and official seal.

Laura C. Darling  
Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: Declaration of Covenants, Conditions, Restrictions

Document Date: \_\_\_\_\_ Number of Pages: 14

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: Helen S. May

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

Signer Is Representing: C. C. S. D.

RIGHT THUMBPRINT OF SIGNER

Top of thumb here



STATE OF CALIFORNIA

COUNTY OF Alameda

On Nov. 13, 2000, before me, the undersigned, a notary public for the state,  
personally appeared: ~~May Ling Lin~~ William Ahern

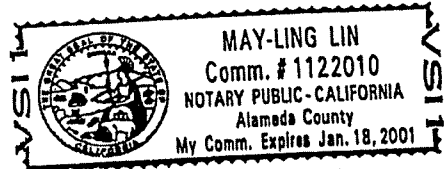
- personally known to me - OR -
- proved to me on the basis of satisfactory evidence

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.

May Ling Lin

Print Name: May Ling Lin



NOTARY SEAL

I CERTIFY UNDER THE PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY: Laura C. Darling  
NAME OF COUNTY: San Luis Obispo  
DATE COMMISSION EXPIRES: May 2, 2002  
COMMISSION NUMBER: 1182240

*William R. Betz*

DATED: November 15, 2000  
SAN LUIS OBISPO, CA

LEGAL DESCRIPTION OF PROPERTY

The real property referred to herein as the "Property" is located in the County of San Luis Obispo, California, and is legally described as follows:

PARCEL 1:

Lot 23 of the map of the Subdivision off a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps in the office of the County Recorder of said County.

Except from said Lot 23 that portion thereof described in the deed to Corrine Koontz, a widow and Anne S. Heheman, a widow as joint tenants recorded May 20, 1959 in Book 1001, Page 124 of Official Records.

PARCEL 2:

Lot 22 of the map of the Subdivision off a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps in the office of the County Recorder of said County.

Except therefrom that portion of Lot 22 conveyed to Cambria Union Elementary School District, a public school district by deed recorded December 29, 1995 under Recorder's Series number 1995-060386.

PARCEL 3:

Lot 16X of the map of the Subdivision off a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps in the office of the County Recorder of said County.

PARCEL 4:

Lot 16Z of the map of the Subdivision off a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps in the office of the County Recorder of said County.

Except from said Lot 16Z those portions thereof described in the deed to the State of California recorded January 11, 1963 in Book 1220, Page 213 of Official Records.

PARCEL 5:

Lot 16V of the map of the Subdivision off a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps in the office of the County Recorder of said County.

PARCEL 6:

Lot 16W of the map of the Subdivision off a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps in the office of the County Recorder of said County.

Except form said Lot 16W those portions described in the deed to the State of California recorded January 11, 1963 in Book 1220, Page 213 of Official Records.

PARCEL 7:

Lot 17X of the map of the Subdivision off a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps in the office of the County Recorder of said County.

PARCEL 8:

That portion of Lot 11 of the map of the Subdivision of a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California, surveyed by H. C. Ward and Recorded April 1, 1873 in Book A, Page 69 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at a point in the center of the Santa Rosa Creek, said point being due North of a stake marked '84', said stake being the corner common to Lots Number 11, 17W and 18W of said subdivision; thence South to said stake '84'; thence Southerly twenty seven (27) chains to eight (8) links to a stake marked '58'; thence at right angles and Easterly eight (8) chains to a stake marked '52'; thence at right angle and Northerly to the center of said Santa Rosa Creek; thence down the center of said creek to the place of beginning.

EXCEPTING therefrom those portions thereof described in the Deed to the State of California recorded January 11, 1963 in Book 1220, Page 213 of Official Records.

PARCEL 9:

Lot 11 of the map of the Subdivision of a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California, surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps, in the Office of the County Recorder of said County.

EXCEPTING therefrom that portion thereof described in the Deed to the United States of America recorded August 12, 1959 in Book 1016, Page 499 of Official Records.

ALSO EXCEPTING therefrom that portion of Lot 11 of the map of the Subdivision of a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California, surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at a point in the center of the Santa Rosa Creek, said point being due North of a stake marked '84', said stake being the corner common to Lots Number 11, 17W and 18W of said subdivision; thence South to said stake '84'; thence Southerly twenty seven (27) chains and eight (8) links to a stake marked '58'; thence at right angles and Easterly eight (8) chains to a stake marked '52'; thence at right angles and Northerly to the center of said Santa Rosa Creek; thence down the center of said creek to the place of beginning.

PARCEL 10:

That portion of Lot 10 of the map of the Subdivision of a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California, surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at a point in the Southwesterly line of said Lot 10 which is South 30° 15' East 435 feet from the most Westerly corner of said Lot 10, said point being the most Westerly corner of the property conveyed to Ernest Galbraith, et ux., by Deed dated July 11, 1947 and recorded July 21, 1947 in Book 448, Page 301 of Official Records, records of said County; thence North 46° 42' East, 242.80 feet; thence North 77° 35' East, 91.21 feet; thence South 73° 52' East, 233.45 feet; thence North 66° 21' East, 431.19 feet; thence South 33° 53' East, 130.13 feet; thence South 49° 18' East, 83.49 feet; thence South 54° 03' East, 87.74 feet; thence South 29° 18' East, 151.54 feet to a point on the Southeasterly of said Lot 10 which is South 59° 45' West 195 feet more or less from the most Easterly corner of said Lot 10, said point being the most Easterly corner of the property conveyed to Ernest Galbraith, et ux., as aforesaid; thence North 59° 45' East along the Southeasterly line of said Lot 10, 195 feet more or less to the most Easterly corner of said Lot; thence North 28° 15' West, along the Northeasterly line of said Lot 10, 918.72 feet, more or less, to the center line of Santa Rosa Creek; thence Southwesterly along said center line to the most Westerly corner of said Lot; thence South 30° 15' East, along the Southwesterly line of said Lot, 435 feet to the Point of Beginning.

EXCEPTING therefrom that portion of Lot 10 of the map of the Subdivision of a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California, surveyed by H.C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at a point in the Southwesterly line of said Lot 10 which is South 30° 15' East 435 feet from the most Westerly corner of said Lot 10, said point being the most Westerly corner of the property conveyed to Ernest Galbraith, et ux., by Deed dated, July 11, 1947 and recorded July 21, 1947 in Book 448, Page 301 of Official Records, records of said County; thence along the Northwesterly line of said property the following courses and distances; North 28° 30' East, 415 feet; thence North 69° East, 185 feet; thence leaving said Northwesterly line, South

71° East, 92.5 feet to a point in the Northwesterly line of said conveyed property which is South 69° West, 200 feet from the east side of a water trough; thence continuing along the Northwesterly and Northeasterly lines of said property conveyed to Ernest Galbraith, et ux., as aforesaid, the following courses and distances; South 21° East, 25 feet; thence North 69° East, 114 feet; thence Southeasterly in a direct line to a point on the Southeasterly line of said Lot 10 which is South 59° 45' West 195 feet from the most Easterly corner of said Lot 10, said point being the most Easterly corner of the property conveyed to Ernest Galbraith, et ux, as aforesaid; thence leaving the Northeasterly line of said conveyed property, North 59° 45' East along the Southeasterly line of said Lot 10, 195 feet to the most Easterly corner of said Lot; thence North 28° 15' West, along the Northeasterly line of said Lot 10, 918.72 feet, more or less, to the center line of Santa Rosa Creek; thence Southwesterly along said centerline to the most Westerly corner of said Lot; thence South 30° 15' East, along the Southwesterly line of said Lot, 435 feet to the Point of Beginning.

ALSO EXCEPTING therefrom that portion of Lot 10 of the map of the Subdivision of a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California, surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps, in the Office of the County Recorder of said County, described as follows:

Commencing at a point in the Southwesterly line of said Lot 10 which is South 30° 30' East 435 feet from the most Westerly corner of said Lot 10, said point being the most Westerly corner of the property conveyed to Ernest Galbraith, et ux, by Deed dated July 11, 1947 and recorded July 21, 1947 in Book 448, Page 301 of Official Records, records of said County; thence along the Northwesterly line of said property the following courses and distances; North 28° 30' East, 415 feet; thence North 69° East, 185 feet to the True Point of Beginning; thence continuing along said Northwesterly line South 21° East, 58 feet; thence North 69° East, 65 feet to a point in said Northwesterly line which is South 69° West, 200 feet from the East side of a water trough; thence leaving said Northwesterly line, North 71° West, 92.5 feet to the True Point of Beginning

PARCEL 11:

That portion of Lot 10 of the map of the Subdivision of a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California, surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps, in the Office of the County Recorder of said County, described as follows:

Commencing at a point in the Southwesterly line of said Lot 10 which is South 30° 30' East 435 feet from the most Westerly corner of said Lot 10, said point being the most Westerly corner of the property conveyed to Ernest Galbraith, et ux., by Deed dated July 11, 1947 and recorded July 21, 1947 in Book 448, Page 301 of Official Records, records of said county; thence along the Northwesterly line of said property the following courses and distances; North 28° 30' East, 415 feet; thence North 69° East, 185 feet to the True Point of Beginning; thence continuing along the Northwesterly line South 21° East, 58 feet; thence North 69° East, 65 feet to a point in said Northwesterly line which is South 69° West, 200 feet from the East side of a water trough; thence leaving said Northwesterly line, North 71° West, 92.5 feet to the True Point of Beginning.



PARCEL 12:

That portion of Lot 10 of the map of the Subdivision of a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California, surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at a point in the Southwesterly line of said Lot 10 which is South 30° 15' East 435 feet from the most Westerly corner of said Lot 10, said point beginning the most Westerly corner of the property conveyed to Ernest Galbraith, et ux., by Deed dated July 11, 1947 and recorded July 21, 1947 in Book 448, Page 301 of Official Records, records of said County; thence along the Northwesterly line of said property the following courses and distances; North 28° 30' East, 415 feet; thence North 69° East, 185 feet; thence leaving said Northwesterly line, South 71° East, 92.5 feet to a point in the Northwesterly line of said conveyed property which is South 69° West, 200 feet from the East side of a water trough; thence continuing along the Northwesterly and Northeasterly lines of said property conveyed to Ernest Galbraith, et ux., as aforesaid, the following courses and distances; South 21° East, 25 feet; thence North 69° East, 114 feet; thence Southeasterly in a direct line to a point on the Southeasterly line of said Lot 10 which is South 59° 45' West 195 feet from the most Easterly corner of said Lot 10, said point being the most Easterly corner of the property conveyed to Ernest Galbraith, et ux., as aforesaid; thence leaving the Northeasterly line of said conveyed property, North 59° 45' East along the Southeasterly line of said Lot 10, 195 feet to the most Easterly corner of said Lot; thence North 28° 15' West, along the Northeasterly line of said Lot 10, 918.72 feet, more or less to the center line of Santa Rosa Creek; thence Southwesterly along said centerline to the most Westerly corner of said Lot; thence South 30° 15' East, along the Southwesterly line of said Lot, 435 feet to the Point of Beginning.

EXCEPTING therefrom any portion thereof lying within the property described as Parcel 1 in the Deed to Orval W. McNay and Nettie M. McNay recorded April 29, 1952 in Book 655, Page 548 of Official Records.

PARCEL 13:

Lot 17Z of the map of the Subdivision of a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps in the office of the County Recorder of said County.

Except from said Lot 17Z those portions thereof described in the deed to the State of California recorded January 11, 1963 in Book 1220, Page 213 of Official Records.

PARCEL 14:

Lot 17V of the map of the Subdivision of a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps in the office of the County Recorder of said County.

PARCEL 15:

Lot 17W of the map of the Subdivision of a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps in the office of the County Recorder of said County.

Except from said Lot 17W those portions thereof described in the deed to the State of California recorded January 11, 1963 in Book 1220, Page 213 of Official Records.

PARCEL 16:

Lot 18V of the map of the Subdivision of a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps in the office of the County Recorder of said County.

PARCEL 17:

Lot 18W of the map of the Subdivision of a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps in the office of the County Recorder of said County.

Except from said Lot 18 that portion thereof described as Parcel 74-71A in Final Order of Condemnation recorded November 22, 1978 in Book 2116, Page 63 of Official Records.

Exhibit B to  
**Declaration of Covenants,  
Conditions and Restrictions**

**LEGAL DESCRIPTION AND MAP OF VIEW SHED CORRIDOR**

The real property referred to herein as the "View Shed Corridor" is located in the County of San Luis Obispo, California, is legally described as follows, and is depicted on the attached map:

**Parcel 1:**

All that portion of Lot 11 and of Lots 17 W and 17Z of Ward's Subdivision of Rancho Santa Rosa, as per Map recorded in Book A of Maps, page 69, Records of San Luis Obispo County, California, bounded as follows:

On the North by the North line of said lot 17W;

On the West by a line parallel with and 461.03 feet Easterly of the West line of said Lots 17W and 17Z;

On the South by the South line of said Lot 17Z;

And on the East by the West line of the California State Highway 1 Right of Way and by a line parallel with and 50.00 feet South-Westerly of that certain 20.00 foot Access and Sewer Pipeline Easement described as Parcel 74-71B in document recorded in Book 2116 of Official Records, page 63, Records of said County.

**Parcel 2:**

All that portion of Lot 11 and Lot 16 of Ward's Subdivision of Rancho Santa Rosa, as per Map recorded in Book A of Maps, page 69, Records of San Luis Obispo County, California, bounded as follows:

On the North by a line parallel with and 50.00 feet Southerly of that certain 10.00 foot Sewer Pipeline Easement described as Parcel 74-80 in Document recorded in Book 2116 of Official Records, page 63, Records of said County;

On the West by the East line of the California State Highway 1 Right of Way;

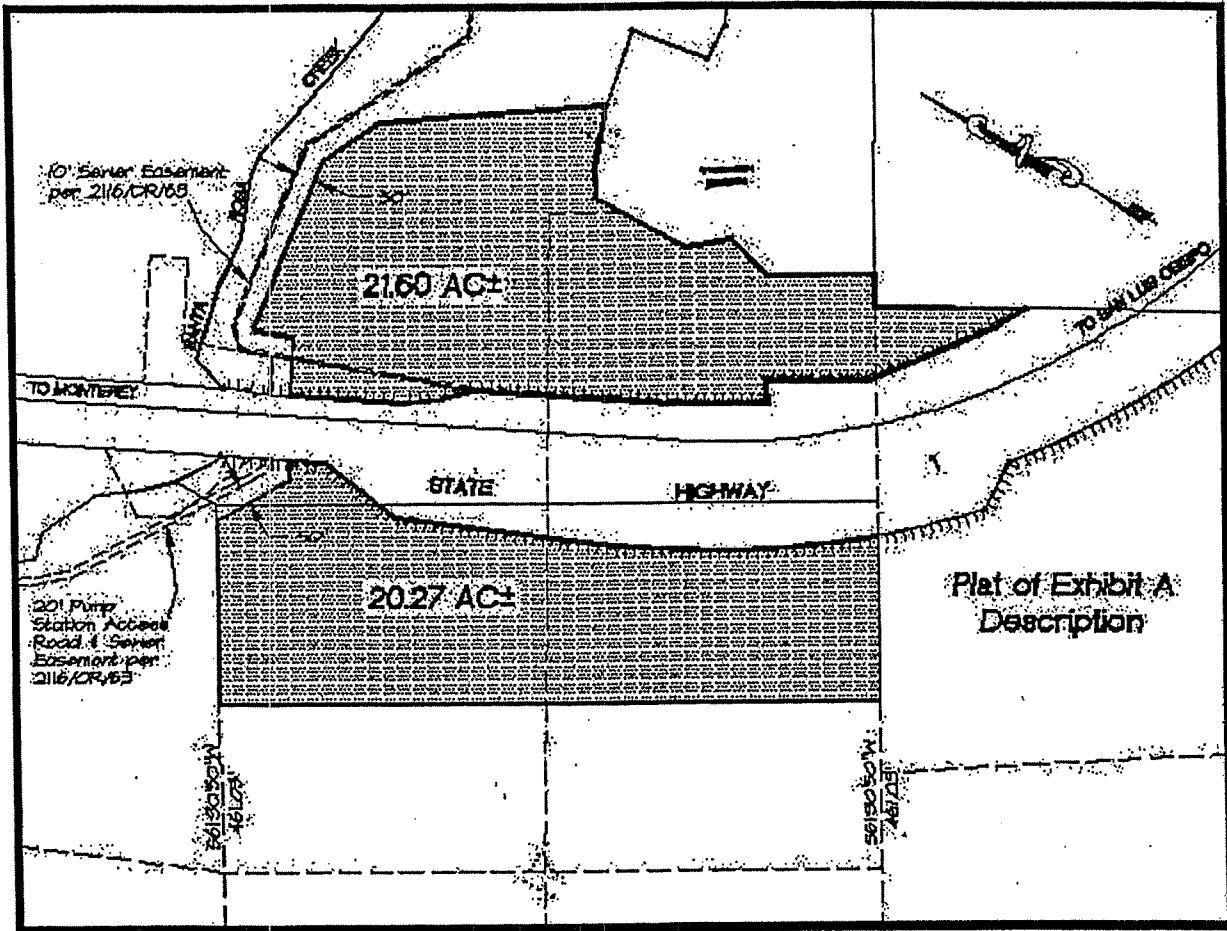
And on the South and East by the following described line:

Beginning at a point in the East line of said California State Highway 1 Right of Way at the intersection with the West line of Cambria Pines Manor Unit No. 1, as per Map recorded in Book 5 of Maps, page 8, Records of said County;

Thence Northerly and Easterly along the following courses as said courses are shown on Record of Survey recorded in Book 69 of Records of Surveys, page 74, Records of said County:

- 1) North 28°19'22" West, 416.78 feet;
- 2) North 62°00'25" East, 90.41 feet;
- 3) North 28°34'19" West, 291.08 feet;
- 4) North 17°37'13" East, 135.75 feet;
- 5) North 39°11'44" West, 121.52 feet;
- 6) North 0°55'15" East, 270.26 feet;
- 7) North 60°20'55" East, 81.59 feet;
- 8) North 73°29'07" East, 167.52 feet;

Thence North 32°11'58" West, a distance of 622.03 feet to the point of Terminus in the herein described parallel line.



Clarity:

10' Sewer Easement  
per 2116/OR 63

20' Pump Station Access  
Road & Sewer Easement per  
2116/OR/63

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Cambria Community Services District  
c/o Deborah Fox  
Fox & Sohagi, LLP  
10960 Wilshire Blvd., Suite 1270  
Los Angeles, CA 90024

DOC No: 2001-048679

Rpt No: 0006133

Official Records  
San Luis Obispo Co.  
Julie L. Rodewald  
Recorder  
Jul 03, 2001  
Time: 12:09

NF -1 0.0

[ 10 ]

TOTAL 0.0

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration"), dated July 2, 2001 for reference purposes, is made by CAMBRIA COMMUNITY SERVICES DISTRICT, a special district ("Owner").

**RECITALS**

A. Owner is the fee owner of that certain real property located in the County of San Luis Obispo, California, and commonly referred to as the "East West Ranch," and legally described in Exhibit A, attached hereto and incorporated herein by this reference ("the Property").

B. On November 6, 2000, Owner entered into a Memorandum of Understanding ("MOU") with the California State Coastal Conservancy ("the Conservancy") and the American Land Conservancy, a California nonprofit benefit corporation ("ALC"). As set forth in the MOU, the purpose of the MOU is to provide for interim public access and to maintain the existing resources on the Property in their current condition from the time of the Owner's acquisition of the Property until the time of development and adoption by Owner of the Resource Management Plan and companion conservation easement. Owner recorded the MOU in the Official Records of the San Luis Obispo County Recorder on November 16, 2000, Document No. 2000-067847.

C. On November 13, 2000, Owner executed a document entitled "Declaration of Covenants, Conditions and Restrictions" ("the CC&R's No. 1") regarding the Property. The CC&R's No. 1 provided that the Property was acquired pursuant to grants and other funds, including a grant from the Conservancy, for the public purposes of resource enhancement and public access. In the CC&R's No. 1, Owner made a declaration as to covenants, conditions, restrictions, limitations and uses to which the Property may be put, including a provision that no use of the Property inconsistent with the public purposes of resource enhancement and public

access is permitted. Owner further declared that if the Property is used inconsistent with the public purposes of resource enhancement and public access, all of Owner's right, title and interest in the Property shall automatically vest in the State of California for the benefit of the Conservancy or its successor. Owner recorded the CC&R's No. 1 in the Official Records of the San Luis Obispo County Recorder on November 16, 2000, Document No. 2000-067846.

D. The purpose of this Declaration is to clarify and reaffirm the restrictions limiting use of the Property for the purposes of resource enhancement and public access.

### DECLARATION

Owner makes the following declaration as to covenants, conditions, restrictions, limitations and uses to which the Property may be put, specifying that this Declaration shall constitute covenants to run with the land and shall be binding on Owner and its successors, heirs and assigns, and all subsequent owners of all or any part of the Property, together with their grantees, successors, heirs, executors, administrators, devisees, or assigns:

1. The Property shall not be used for any purposes other than for resource enhancement and public access. Owner and its successors, heirs or assigns and all subsequent owners of all or any part of the Property, shall not use or allow the use of any portion of the Property for residential, urban or industrial purposes.

2. If the existence of Owner ceases for any reason or if Section 1 above is violated, all of Owner's right, title and interest in the Property shall automatically vest in the State of California for the benefit of the Conservancy or its successor, upon acceptance of the Property and approval of the State Public Works Board; provided, however, that the State, through the Executive Officer of the Conservancy, or its successor, may designate another public agency or a nonprofit organization to accept the right, title and interest, in which case vesting shall be in that agency or organization rather than in the State.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

3. No provision of this Declaration is intended, nor shall it be construed, to be in conflict with or contradictory to any of the provisions in the CC&R's No. 1.

IN WITNESS WHEREOF, Owner has executed this Declaration as set forth below.

CAMBRIA COMMUNITY SERVICES  
DISTRICT, a special district

Dated: July 2, 2001

By: Helen May  
Helen May  
President, Board of Directors



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

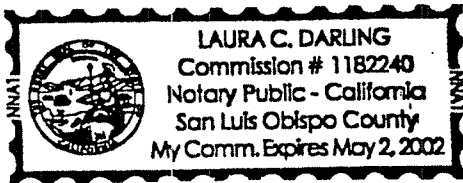
County of San Luis Obispo } ss.

On July 3, 2001, before me, Laura C. Darling  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Helen May  
Name(s) of Signer(s)

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

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



Place Notary Seal Above

WITNESS my hand and official seal.

Laura C. Darling  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

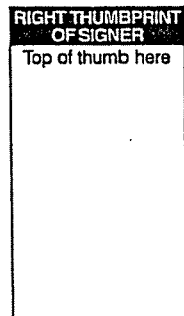


Exhibit A to  
Declaration of Covenants,  
Conditions and Restrictions

LEGAL DESCRIPTION OF PROPERTY

The real property referred to herein as the "Property" is located in the County of San Luis Obispo, California, and is legally described as follows:

PARCEL 1:

Lot 23 of the map of the Subdivision off a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps in the office of the County Recorder of said County.

Except from said Lot 23 that portion thereof described in the deed to Corrine Koontz, a widow and Anne S. Heheman, a widow as joint tenants recorded May 20, 1959 in Book 1001, Page 124 of Official Records.

PARCEL 2:

Lot 22 of the map of the Subdivision off a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps in the office of the County Recorder of said County.

Except therefrom that portion of Lot 22 conveyed to Cambria Union Elementary School District, a public school district by deed recorded December 29, 1995 under Recorder's Series number 1995-060386.

PARCEL 3:

Lot 16X of the map of the Subdivision off a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps in the office of the County Recorder of said County.

PARCEL 4:

Lot 16Z of the map of the Subdivision off a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps in the office of the County Recorder of said County.

Except from said Lot 16Z those portions thereof described in the deed to the State of California recorded January 11, 1963 in Book 1220, Page 213 of Official Records.

PARCEL 5:

Lot 16V of the map of the Subdivision off a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps in the office of the County Recorder of said County.

PARCEL 6:

Lot 16W of the map of the Subdivision off a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps in the office of the County Recorder of said County.

Except form said Lot 16W those portions described in the deed to the State of California recorded January 11, 1963 in Book 1220, Page 213 of Official Records.

PARCEL 7:

Lot 17X of the map of the Subdivision off a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps in the office of the County Recorder of said County.

PARCEL 8:

That portion of Lot 11 of the map of the Subdivision of a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California, surveyed by H. C. Ward and Recorded April 1, 1873 in Book A, Page 69 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at a point in the center of the Santa Rosa Creek, said point being due North of a stake marked '84', said stake being the corner common to Lots Number 11, 17W and 18W of said subdivision; thence South to said stake '84'; thence Southerly twenty seven (27) chains to eight (8) links to a stake marked '58'; thence at right angles and Easterly eight (8) chains to a stake marked '52'; thence at right angle and Northerly to the center of said Santa Rosa Creek; thence down the center of said creek to the place of beginning.

EXCEPTING therefrom those portions thereof described in the Deed to the State of California recorded January 11, 1963 in Book 1220, Page 213 of Official Records.

PARCEL 9:

Lot 11 of the map of the Subdivision of a part of the Santa Rosa Rancho, in the County of San Luis Obispo, State of California, surveyed by H. C. Ward and recorded April 1, 1873 in Book A, Page 69 of Maps, in the Office of the County Recorder of said County.

EXCEPTING therefrom that portion thereof described in the Deed to the United States of America recorded August 12, 1959 in Book 1016, Page 499 of Official Records.

To: CCSD Board of Directors

From: Debra Scott, Chair, Policy Committee

Re: Policy Committee Regular Meeting, Thursday, August 22, 2024

The Policy Committee Meeting was called to order at 3:00 pm at the Cambria Veterans Hall by the Chairperson.

A quorum was established by the attendance of all Committee Members: Gordon Heinrichs, Vice Chair, Donn Howell, Secretary, and Committee Members Ted Key, Claudia Harmon-Worthen, and James Townsend. Staff present was Haley Dodson, Confidential Administrative Assistant and Matthew McElhenie, General Manager and Denise Fritz, Administrative Department Manager, via Zoom.

Three public members, Crosby and Laura Schwartz and Jeff Wilson were present at the meeting on Zoom.

**CHAIRMAN'S REPORT:** There was no Chair's report.

**COMMITTEE MEMBER COMMUNICATIONS:** Committee Member Key reported on information related to last evening's NCAC meeting.

**PUBLIC COMMENT:** There was no public comment.

**CONSENT AGENDA:** The July 25, 2024 Regular Meeting Minutes were approved with edits to two dates in the heading and the first paragraph of the minutes. Secretary Howell stated that the dates of June 27<sup>th</sup> in those two places should have been listed as July 25<sup>th</sup>. The Committee approved the minutes with the suggested edits.

**REGULAR BUSINESS:**

**4.A. Review, Discussion, and Approval of the Procurement Policies and Procedures Policy 2135 Revision and Approve Recommendations to the Board of Directors**

This policy was forwarded to the Policy Committee for review after a thorough review and update of the current Purchasing Policy Number 2135 which was approved by the Board on 9/24/2015. The updated policy has been reviewed by Board staff and Board Counsel with further review by the Finance Committee. The document in the committee packet was the version without the suggested edits by the Finance Committee. Denise Fritz, the Administrative Department Manager, attended the meeting via Zoom and gave a brief introduction to some of the changes that had been made. A lengthy discussion ensued where the Committee went through the updated policy page by page. The changes that had been suggested by the Finance Committee were some of the same edits suggested by the Policy Committee. After a thorough review of the updated policy, it was decided that the Committee would like to review the document with redlined suggestions made by the Finance Committee in addition to some of the suggestions that have been made by the Policy Committee. This agenda item was tabled until the September Policy Committee meeting.

Public Comment: There was no public comment.

**4.B Discussion and Consideration of the Change in Board and Standing Committee Schedules**

The Chair informed the Committee Members that there had been discussion between the Chairs of the Policy and PROS Committees and that the proposed schedule was agreed upon to have both the Policy and PROS Committees on the afternoon of the third Thursday of the month. The time slots that were agreed upon was that

the PROS Committee would meet from 1-3pm and the Policy Committee would meet from 3-5pm. The Committee members were very relieved that they would be able to keep the same meeting time as was used in 2024. They expressed gratitude for the flexibility shown by the PROS Committee Chair to allow the Policy Committee to meet during the same timeframe (3-5pm) as they'd been meeting for the last two years. The Committee voted unanimously to approve the new committee schedule.

Public comment: There was no public comment.

#### **4.C. Discussion and Consideration of the Draft CCSD's Climate Adaptation Policy**

The Chair presented the draft policy to the Committee Members. She asked if the draft policy reflected last month's direction from the Committee as to the wording of the new policy. The Committee agreed that the suggested edits from last month's meeting were reflected in the draft policy. The following edits were suggested by the Committee:

1. Under the principle "Lighting", the following was suggested:
  - a. Change the word "renewable" to "energy efficient"
  - b. Add the words "useful, targeted, low level, controlled, and warm colored" to describe the type of lighting to be used
2. Somewhere in the policy make reference to the State of California mandate for organizations and governmental agencies to adhere to climate adaptation measures and to meet the State mandates
3. Under XXXX.2 **Policy Procedures**, finish the final sentence to read: The District is dedicated to making serious changes in its actions to preserve the natural resources and our environment.
4. Under XXXX.2 **Policy Procedures**, add that that Climate Action Plan must include timelines.
5. Under XXX.1 Policy Principles and Goals, **Carbon Sequestration** delete the sentence, "Work with appropriate agencies to improve compliance with existing ordinances for defensible space around structures, ember-proofing and hardening structures for fire resistance." Make another principle entitled, "**Fire Safety**". This sentence would then be added under the new principle **Fire Safety** rather than **Carbon Sequestration**.
6. Under **Carbon Sequestration**, add a word in the second sentence so it would read "Management of *District* forest properties to maintain or increase the overall...."

After some discussion, the Committee voted to direct the Chair to make the aforementioned changes and to forward the draft policy to the Board for consideration by a vote of 3 in favor and 2 opposed.

Public Comment: Crosby Schwartz made suggestions to the draft policy, specifically to adding a principle that was titled **Fire Safety**. Jeff Wilson also made public comment on this agenda item.

#### **4.D. Discussion and Consideration of Adding the Citation from the County Code to Policy Number 2225 Encampments on District Property**

At its last Policy Committee meeting, there was some discussion about adding a citation from the County Code related to the Homeless to this policy. The Chair asked Committee member Harmon-Worthen to bring the specific citation to the committee. The suggested citation did not relate to the policy that the District follows in dealing with the Homeless in Cambria so it was decided to not add that citation to this policy. Committee member Harmon-Worthen discussed a need to give guidance to (or permission) to Facilities & Resources Manger Aguirre to do what he already is doing related to the Homeless. GM McElhenie commented that it might be beneficial to review Mr. Aguirre's position description to ascertain that there is sufficient guidance for his department to address this issue.

The Chair stated that she would discuss the issue with Mr. Aguirre and discern what he might need in the form of changes to this policy or to his position description and will bring that information back to the Committee at its September meeting.

Public comment: There was no public comment on this agenda item.

#### **4.E. Discussion Related to the Board's Direction for the Committee to Propose a District Lighting Policy**

The Chair informed the Committee that this item is on the Board's agenda for its October 10, 2024, meeting. She recommended that if one or more of the Committee members were interested in providing testimony to the Board related to this item, attendance at the October 10<sup>th</sup> Board meeting would be beneficial.

#### **5. FUTURE AGENDA ITEMS**

The committee verbalized some future agenda items to be considered. They included:

1. Draft Climate Adaptation Policy and possible Board action
2. Follow up to discussion with Mr. Aguirre re: Homeless Policy
3. CCSD Procurement Policy
4. Review of the current CCSD Policy Handbook Index

The Policy Committee Meeting was adjourned at 4:58 p.m.

## **Resources and Infrastructure Committee Report for Sept. 12, 2024 CCSD Meeting**

The Regular Meeting of the Resources and Infrastructure Committee was held on Monday August 12, 2024, in person at the Veterans Memorial Hall and via Zoom.

### **Opening (Time 2:00pm)**

The meeting was called to order by Chairperson Dean at 2:00pm.

Committee members present were Chairperson Dean, Vice Chair Steven Siebuhr, and Committee members Mark Meeks, Dennis Dudzik, and Jim Webb. Secretary Derek Williams was ill, so he requested to be allowed to attend via Zoom pursuant to Government Code Section 54953(f)(2). Motion was made by Committee member Webb to allow Committee Member Williams to attend via Zoom, seconded by Committee Member Siebuhr, vote passed unanimously by the committee members present.

Staff present were General Manager Matthew McElhenie, Confidential Administrative Assistant Haley Dodson, Utilities Manager Jim Green (remote), Program Manager Tristan Reaper, and Water Systems Superintendent Cody Meeks (remote).

Others present were Allan Dean, Tina Dickason (remote), and Tim Gilham (remote).

### **Chair Report (Time 2:02pm)**

Chair Dean reported that the CCSD administrative offices would be relocating to 2150 Main Street at the end of October, the new offices will open November 1.

Three seats on the Board of Directors were up for election in November. All three incumbent directors, Tom Gray, Karen Dean, and Harry Farmer, signed up for reelection, however there were no challengers for those positions. Therefore, the three current Board members whose terms were to expire this upcoming election will not appear on the November ballot and will instead be reappointed by the SLO County Board of Supervisors.

### **Adhoc Committee Reports (Time 2:05pm)**

Committee Member Mark Meeks reported that he has not gotten a response from the company he has been working with on the solar hydro panels. Utilities Manager Jim Green stated that he did not think the solar hydro panels would pencil out, so it probably was not worth continuing to pursue this option. Committee Member Dudzik suggested one more attempt be made to contact the company. Utilities Manager Jim Green agreed we should look at the demand that could be offset by the panels, and where they could possibly be located. Chair Dean mentioned that quite some time back there was a discussion of a solar farm possibly being located near the San Simeon wells. It was stated that the area by the well field occasionally floods, and it could also potentially be an area the California Coastal Commission may consider ESHA and would have an objection to panels being located there.

### **Committee Member Communications (Time 2:10pm)**

Committee Member Jim Webb provided an update on the application to have parts of the California Coast added to the International Union for the Conservation of Nature (IUCN) Green List of Protected and Conserved Areas. After 6 years of work by Committee Member Webb, the California team has approved the application which will now go before the IUCN group in Switzerland, and be voted on by the IUCN in September.

*Public Comment:* There was no public comment on these reports.

## Utilities Manager Report (Time: 2:15pm)

Utilities Manager Jim Green gave a verbal update on the following projects:

- Stuart St Tanks. The project scope has enlarged somewhat and now will require a full CDP with the County and Coastal Commission. A Categorical Exemption packet must be submitted to the EPA as well which the District will submit by late August. The project schedule is still on track, even with all the project updates, relocation of the tanks, and studies. It is anticipated that 90% drawings will be ready by end of September.
- San Simeon Wastewater and Water Transmission Lines. The District is working with CalTrans on permitting required for encroachment on CalTrans property to investigate where the utilities are in that area, and for the geotechnical report.
- Lead and Copper Rule Required Reporting. Physical inspections of District service lines have been completed and ready for Water Board review, and a report will be submitted to the Division of Drinking Water. The report will be coming before the R&I Committee for review at an upcoming meeting.
- Advanced Metering Infrastructure. Installations are being done by water staff, about 50 to 60 of the units have been installed. It is going slowly, but is anticipated that all units will be installed by end of first quarter 2025.
- Raw Source Sanitary Survey. This report is required by the Division of Drinking Water every 5 years. It is almost complete, and will be coming before R&I at an upcoming meeting.
- Skatepark. Program Manager Tristan Reaper reported that an RFP is being developed for the final design of the skatepark.
- East Ranch Restroom. Program Manager Tristan Reaper reported that two RFPs are being developed for the East Ranch Restroom. One RFP is for the site preparation and the other RFP is for the installation of the restroom.
- Rodeo Grounds Pump Station Generator. Program Manager Tristan Reaper reported that an RFP is being developed for replacement of the existing Rodeo Grounds pump station generator.

*Public Comment.* Tina Dickason asked about the discharge permit and monitoring of the permeate discharge for the ZLD pilot tests. Utility Manager Jim Green states that the District has the necessary Waste Water Discharge Permit. The District is meeting with the RWQCB on 8/13 to discuss disposal alternatives.

## Public Comment (Time 2:23pm)

There was no public comment on items not on the agenda.

## Consent Agenda (2:23pm)

### Consideration to Approve the July 15, 2024 Special Meeting Minutes

There were no corrections or modifications, the minutes were unanimously approved and adopted as written.

## Regular Business

### 4.A. Receive a Presentation from San Luis Obispo County Air Pollution Control District Regarding Fast Chargers and Consider a Recommendation to the CCSD Board of Directors. (Time 2:24pm)

San Luis Obispo Council of Governments Transportation Planner Tim Gilman presented information about a grant for potentially adding fast chargers for 8 vehicles (4 stations with two charging ports each) at the Veterans



Hall parking lot. The County is drafting, along with several sister agencies, an application for a Federal Charging Infrastructure Grant of about \$20M to install DC fast chargers in a six county region.. There is no matching fund required for this grant, but it is a competitive grant. The Council of Governments has discussed the feasibility of this site with Charge Point. This does not mean to imply that it would be Charge Point building and owning the fast chargers, but Charge Point is doing site assessments and providing information about whether the Veterans Hall parking lot, as well as the other proposed locations, would be feasible locations. The Veterans Hall Parking Lot is one of the three sites under consideration for San Luis Obispo County. This would most likely be a two year process if awarded, but the installation itself should take less than a month.

Committee Member Dudzik was at one of the previous meetings regarding these charging stations and clarified that the proposed location for the chargers would be the first row of parking in the Veterans Hall parking lot, and two chargers would be handicap accessible.

Committee Member Meeks asked if there would need to be night lighting for the charging stations, and requested that it be downcast lighting since Cambria is a Dark Skies community. Committee Member Meeks also asked if back up battery storage is necessary. Mr Gilham said he was not sure if back up batteries would be needed, and it may also depend on whether space is available.

Committee Member Williams asked if there was a requirement that the chargers be accessible during the Farmers Market and other events. Mr Gilham responded that they would need to be available 24/7, and that the County will have to negotiate with the Farmers Market and others to ensure access.

*Public Comment.* There was no public comment on this item.

Committee Member Meeks made a motion to forward a recommendation to the Board of Directors for this grant opportunity, seconded by Committee Member Webb, vote was unanimous.

#### **4.B. Receive and Discuss Report on Geophysical Mapping Options (Time 2:41pm)**

Committee Member Derrick Williams provided a report on the two possible geophysical mapping sites that were suggested by Staff. The sites reviewed were on Gleason Street, which has been studied previously as a potential well site, and on Trenton Avenue where ground water often percolates to the surface after storms. The geophysical mapping company contacted by Committee Member Williams did not think either of these two sites would benefit from geophysical mapping.

Committee Member Dudzik asked what possible next steps could be for these two sites. Committee Member Williams said the Gleason Street site is probably not worth further study, but the Trenton Avenue site could be looked into further with test drill holes or cone penetrometers. Chair Dean asked about the cost of these approaches, and Committee Member Williams said he try to obtain costs.

Committee Member Webb mentioned that when a sewer line was installed across the Fiscalini Ranch, staff noted that groundwater discharged through the cliffs, and he suggested that there may be available groundwater on the ranch. Chair Dean suggested adding the Fiscalini Ranch service road as a potential well site to investigate.

Committee Member Dudzik would like to see a schedule of steps required to develop a well if any of these sites were appropriate.

Chair Dean would like to know what amount of water production would be needed to make drilling a well in any of these locations feasible.

Committee Member Williams will bring back a report on costs for cone penetrometer tests, an assessment of the Fiscalini Ranch service road site suggested by Committee Member Webb, and a possible schedule of steps to develop a well if any of the sites proved feasible.

*Public Comment.* There was no public comment on this item.

#### **4.C. Receive Update from Staff Regarding the San Simeon Steam Gage Relocation (Time 2:57pm)**

Utility Manager Jim Green reported that the SLO County Flood Control District owns and operates the stream gauge on San Simeon Creek which is on CCSD property. The County would like to raise the gauge and update the equipment.

The County is applying for funds for this, and there will be no cost to the District.

*Public Comment.* There was no public comment on this item.

#### **Future Agenda Items (Time 3:02pm)**

Chairperson Dean asked for future agenda items.

Tentative items for the September 9 R&I Meeting:

- Update on ZLD Pilot Program
- Update on RFPs for Rodeo Ground back up generator replacement
- Update by Committee Member Meeks on Solar Hydropanels
- Presentation of Instream Flow Study
- Presentation of Adaptive Management Program

Other future agenda items.

- Presentation of the Raw Source Sanitary Survey
- Update on the geophysical survey

Chairperson Dean related that the Board of Directors wants to change the Board meeting schedule to one meeting a month, which would be held on the second Thursday of each month.. The Board would also like to combine the Standing Committee meetings so that two committees will meet on the Monday following the monthly Board meeting and the other two committees would meet on the third Thursday of the month. Chair Dean asked the Committee members to look at their calendars and be prepared to discuss this. The new schedule would start in January of 2025.

In December the Committee Members will be asked if they want to continue on the R&I Committee, and if so they will need to fill out application forms.

Utility Manager Jim Green suggests that the R&I Committee hold a meeting and tour of the ZLD plant when it is running. This will be a couple of months away.

#### **Adjourn**

Chairperson Dean adjourned the meeting at 3:13pm.

Respectfully submitted,

Karen Dean, CCSD Director and R&I Committee Chair

## NCAC August 21, 2024 Meeting Summary for the CCSD Board of Directors

The North Coast Advisory Council held a meeting August 21, 2024, 6:00-8:02 PM via Zoom. This report summarizes some of the more salient points discussed. For the convenience of those watching the recorded meetings [on YouTube](#), approximate start times are noted at several points in this report, and FYI, the recording started approximately 8 minutes prior to the establishment of a quorum and the start of the meeting. For further detail, please visit the well-organized NCAC website:

- Agendas with written reports: <https://www.ncacslo.org/meeting-agendas>.
- Minutes: <https://www.ncacslo.org/minutes-of-meetings>.

GM Matthew McElhenie, Fire Chief Michael Burkey, Utilities Manager Jim Green, and Directors Harry Farmer and Karen Dean were also in attendance.

The NCAC voted unanimously to appoint Brandy Cole as Agriculture Delegate.

### Regular Public Agency Reports:

6:04 PM, SLO County Supervisor: Supervisor Bruce Gibson provided an oral report.

- The Board of Supervisors failed to pass an eminent domain proposal on the Bob Jones Trail that would allow walkers and bikers to safely commute between SLO and the sea.
- The BoS received a presentation from CenCal Health on homelessness and behavioral health.
- The NCAC asked Supervisor Gibson to initiate a town hall to accommodate public discussion on offshore wind farm plans. Bruce recommends the NCAC start with having the 3 leases holders present to the NCAC, and see where that leads.
- CCSD Director Thomas expressed appreciation for recent improvements by Public Works, filling and grading the muddy parking area at the Fiscalini Ranch Preserve South Bluff Trail entrance, and getting the tree trimmed at the corner of Center Street and Hesperian Lane which had been blocking the pedestrian pathway.

6:22 PM, CCSD Manager Report:

- GM McElhenie and Fire Chief Burkey Provided an oral report: weed abatement on the 295 vacant parcels that did not pass inspection is on track for completion next Monday. Discussion included positive feedback on the performance of Paradise Tree Service, weed abatement timing, and the recent fire engine issues.
- 6:46 PM, Utilities Manager Jim Green provided a presentation on the Stuart Street Tank Replacement Project

6:57 PM, Cambria Fire Safe Focus Group: Dave Pierson provided a written report. GM McElhenie expressed appreciation for their efforts in attaining grant funding for the District, which will enable Facilities & Resources to accomplish much more with their limited budget.

7:00 PM, SLO County Planning: Ana Luvera provided an oral report, discussing active projects:

- C-DRC2023-00060 for a Minor Use Permit to allow replacement of an existing, non-conforming residence at 2675 Sherwood Drive. Jeremy Freund is the Planning PM.
- C-DRC2021-00009 for the Brambles project. The Coastal Commission appealed the project 7/10/2024, so the project is under Coastal Commission purview.
- C-DRC2023-00050 for the Cambria Christmas Market, the Coastal Commission has rejected the appeal, County approval is final. Nicole Ellis is the Planning PM.
- C-DRC2024-00027 for a Conditional Use Permit to allow a 65-foot-high communications tower at 400 Monte Cristo Place by Atlas Towers, the application is under review and currently on info hold. The Planning PM is Dominic Del Porto,
- Ana Luvera is the Planning PM for Minor Use Permit for an addition to a home in Harmony, and several CA State Park Projects, all on info holds,
- C-DRC2024-00014, the Lyengar & Gopalan request for a Minor Use Permit / Coastal Development Permit to allow a new single-family residence on the corner of Worchester Drive and Whitehall Avenue, involving an active water service transfer agreement; Planning has paused review due to a civil matter.

7:08 PM, Land Use Committee: Jeff Kwasny provided a written report. The LUC has completed review of C-DRC2024-00027 for a Conditional Use Permit to allow a communications tower at 400 Monte Cristo Place by Atlas Towers. The LUC has no objections, provided recommendations are addressed which mitigate visual impacts, fire safety and noise issues.

7:15 PM, CCSD: Michael Thomas provided a written report summarizing recent CCSD Board meetings.

#### **Guest Presentations:**

7:19 PM, CCHD: Cecilia Montalvo, with support from Laurie Mileur and Linda Handy provided a presentation on upcoming Bond Measure C-24 for the new Cambria Ambulance facility.

#### **Reports from Standing Committees and Special Interest Representatives:**

7:58 PM, Outreach Committee: Karen Chrisman provided a brief oral report, 1200 views of her post.

7:59 PM, Treasurers Report: Ted Key provided a brief oral report.

The next NCAC Meeting will be September 18, 2024, at 6:00 PM via Zoom.

Respectfully submitted, Michael Thomas, CCSD Board of Directors

## **Friends of the Fiscalini Ranch Preserve August 13, 2024 Meeting Summary**

The meeting was called to order by Chair Dianne Anderson at 4:02 PM. In attendance were Vice Chair Tom Loganbill, Secretary John Nixon, Executive Director Kitty Connolly, Assistant to ED Connolly Barbara Bench, Board members Marvin Josephson, Bob Detweiler, Ellie Etter, Cathleen Campe, Shari Robascotti, and CCSD Board Director and FFRP liaison Harry Farmer. Board member Rusty Burns attended via Zoom. Absent were treasurer Mary Maher and Board member Jose Luis Sanchez.

The Minutes from the July 9th meeting were presented. The motion to approve was made by Ellie Etter, seconded by Shari Robascotti, and unanimously approved.

Under Matters for Discussion, Parks, Recreation and Open Space Committee Chair was not available to discuss the PROS draft plans for the East Ranch Community Park.

Executive Director Kitty Connolly provided her report, beginning with an update on the linking Boardwalk. Construction is progressing. The concrete bases and supports have been installed, as has most all of the pressure treated wood. Excellent photos of the workers involved were shown, which were quite uplifting. The very descriptive and detailed Trail Head Sign is being updated, with one map soon to be available at the various entrances, including the Bluff Trail North and South, the Marlboro Fire Road North and South, the Tipton and Trenton Trails, eleven entrances overall. A draft of the revised map was shown, which includes ADA paths in a different color.

The very much appreciated Thomas Ridley Estate donation to FFRP amounted to \$532,400, and will be settled next week. Kitty also stated the recent monthly Newsletter brought in 6 sign ups for docent walks and 3 dedications. And while the physical store on Main St is doing well, with many visitors and various sales made, the on line store not so much. The First Songs of the Season tickets for the always enjoyable December fun/fundraiser have been sold.

Hard working CCSD Facilities and Resources Supervisor David Aguirre was not available, so there was no Ranch Report.

Chairperson Anderson provided her report, beginning with informing everyone there is one open spot on the Board, that she would like to have a full Board by January 2025, encouraging Board members to seek out folks they feel could be a Board member and serve FFRP and the Cambria community with enthusiasm and commitment. She also requested that the various Committee Chairs look at the progress being made on mid year Goals and Objectives, and consider Goals and Objectives for Year 2025.

A written Education Report was provided by Suzanne Fiedler. The Camino Scholars, a program within the Santa Barbara People's Self Help Housing non profit, enjoyed a Bluff trail walk on July 18th. The age range was grades 1-8, with several high school age chaperones. FFRP docents involved were Stephen Beck, Dusty Burns, and Suzanne. Everything went well, and everyone enjoyed themselves. Other recent Docent Walks were:

7/20/24 Watch and Listen...Our Forest Life Abounds, led by Brian Morgan attendees 12

7/6/24 Summer Seas Scenes led by Duffy Burns attendees 19

6/22/24 The Geological Past and Present of the Fiscalini Ranch Preserve led by David Chipping attendees 22

A brief written Finance Report was provided by Treasurer Mary Maher. She stated 3 checks were received from the Thomas Ridley estate for total of \$440,667. One more check is anticipated from the estate of \$84,000. Mary transferred the initial installment of \$23,000 to the Boardwalk endowment from Mechanics Bank to Mercer Investments, reflecting the access and trail maintenance endowment the Board voted on in July. Finally, FFRP ended July with \$5.1M in long term investments, \$1.1M in short term investments, and \$83K in checking.

Ellie Etter provided the Outreach and Development Report. Regarding the Songs of the Season fundraiser, the decision has been made to have a raffle instead of an auction. Items already obtained include a short term

vacation rental in Paso Robles available in February and March, and various wine tastings and tours. In addition, a new date has been determined for the Linking Boardwalk ribbon cutting on Saturday, October 26th, at 10AM. She asked Board members to make a list of potential invitees to the ribbon cutting, such as Congressman Jimmy Panetta and County Supervisor Bruce Gibson. If anyone knows of potential donations or estate plans, please let Ellie know. Also, she is hoping for more interviews regarding the history and experiences of the Ranch.

The Ranch Report was provided by Marvin Josephson. More work continues to be done on the Bluff trail, including removing both native and invasive plants, as well as securing loose boards on the Boardwalk. He also announced that a coordinator was needed for the upcoming September creek to coast cleanup, and that the point person would be someone from the Environmental Center of San Luis Obispo (ECOSLO). Traditionally, FFRP's clean up area is at Otter Cove.

Tom Loganbill announced that this coming Thursday, August 15th, Joyce Renshaw and Jo Ellen Butler would be meeting with new Board members Shari Robascotti and Cathleen Campe at Lilly's Coffeehouse at 9:00 AM to discuss the history of the Ranch.

Finally, Ellie Etter informed us that the FFRP entry in the Pinedorado Parade still needed more volunteers for butterfly costumes.

The meeting was adjourned by Chair Anderson at the record time of 4:39 PM.

The next FFRP monthly Board meeting will be Tuesday, September 10, 2024 at 4PM at the CCAT Green Room.

This summary written and submitted by CCSD Board Director and FFRP liaison Harry Farmer.

## **Cambria Forest Committee August 16, 2024 meeting summary**

The meeting was called to order at 10:03 AM. In attendance were CFC Chair Crosby Swartz, Secretary Christine Heinrichs, Treasurer Laura Swartz, CFC Director Julie Jorgensen, CCSD Board Director and PROS Parks, Recreation and Open Space Committee (PROS) Chair Michael Thomas, FFRP Executive Director Kitty Connolly, Greenspace Board Vice President Donni Morgan, Rancho Marino Reserve Director Keith Seydel, California Native Plant Society local representative Neil Havlik, and CCSD Board member and CFC liaison Harry Farmer.

Crosby began the meeting with a brief announcement regarding CFC Officer and Director liability insurance. He stated that having the insurance probably was not needed as the Committee was not involved in anything controversial, plus it's fairly expensive. He added those involved had a couple of months to consider the situation, and he was leaning to not renewing the coverage. There were no comments on this item from those in attendance.

Crosby then stated that for those who wished to read the minutes of the monthly meetings to access the CFC meeting summary reports written by CFC liaison and CCSD Board member Harry Farmer provided in the first CCSD monthly Board meeting Agendas.

Laura Swartz provided the Treasurer's Report, stating there was nothing outstanding to provide, and she would reference the potential grant for the Invasive Weed Guide under Unfinished Business.

Under Organizational Reports, CNPS representative Neil Havlik had little to say other than the local chapter is still a participant involved in litigation regarding the Dana Reserve Project in Nipomo, and while negotiations are occurring not much progress is taking place at this time. As there was no one representing the Cambria Fire Safe Focus Group, Crosby informed us that the featured speaker at their August 28th meeting would be Registered Professional Forester Steve Auten presenting an update on forest work being done in the surrounding area including Cambria and San Simeon. Crosby added that the SLO Fire Safe Council did acquire some grant funding to pursue Forest Management projects that were already approved.

FFRP Executive Director informed us that daily progress is taking place regarding construction of the linking Boardwalk trail on the Ranch which is quite encouraging. She added that some of the plants from the FFRP tree nursery damaged in recent storms were being moved to Rancho Marino, and thanked Keith Seydel for his assistance in this. She also expressed appreciation to CCSD Facilities and Resources Supervisor David Aguirre for updating the trailhead signs on the Ranch. She was also grateful to report that no further poaching of rare plant species had been noticed on the Ranch since the initial unlawful activity had been observed and acted upon. Kitty also mentioned that both California State University Bakersfield and the California Native Plant Society have been active in recent years taking a census of plants in our nearby coastal area including Cambria.

Greenspace Board Vice President Donni Morgan reminded us of the upcoming move of the Greenspace office to their new, roomier location on Main St that will likely take place in mid September. She also informed us that, as a result of the recent tagging (likely gang related markings) at various Greenspace properties around the July 4th holiday, that volunteer stewards would be needed to watch over the roughly 13 Greenspace properties throughout Cambria to be alert for any further activities of this nature. Some of these properties, known as "pocket parks", have benches for relaxing that have been marked up. Volunteers would be observing every few days and reporting on graffiti as well as downed trees, trash, garbage, and so forth.

So far half the parks have been covered, and eight still require oversight. Greenspace will be having a meeting in the coming week to discuss the matter and determine how to recruit more volunteers, mainly folks who live close to the properties and therefore would not be inconvenienced. Ms Morgan then brought us up to date on Strawberry Canyon, including the the water drainage issue at the Burton Drive entrance. The culvert located there has been problematic for years, with water draining into the trail area instead of the nearby stream area. This location is not owned by Greenspace but is county owned land, yet it appears the County is not interested in dealing with the problem. AS a result, the repairs required would likely need to be done by Greenspace, but as this would be an expensive project fundraising would be needed. Christine Heinrichs

suggested that Donni connect with Christina Galloway, the environmental representative of the North Coast Advisory Council, to see if she could interact with County on this issue. Michael Thomas said contacting County Public Works might help. CFC Director Jorgensen commented that in her experience with Public Works they were quite responsive in dealing with culvert and drainage problems, and perhaps more of an effort needed to be made in this situation.

Rancho Marino Reserve Director Keith Seydel reported the Fuel Reduction project on the Reserve, presently on hold due to crews fighting fires throughout California, would likely resume in mid September once workers were available. He added that work on the fuel break was “pretty much done, less than a days worth left on Randall”. He added that permits would still be needed for upcoming pile burning that will be scheduled sometime in December or January.

There were no reports from the Land Conservancy of San Luis Obispo or the Upper Salinas Las Tablas Resource Conservation District.

Under New Business, Crosby referenced the recent article in the publication The Hill by Dr Chad Hanson regarding Fuel Reduction and Forest Management, including being skeptical of the efforts and practices of Cal Fire in interacting with the natural world, essentially being more aggressive than cooperative in dealing with fire as much caused by human behavior than anything else.

"Under Unfinished Business, Updating and Reprinting the Invasive Weed Guide”, Crosby and Laura announced the Forest Committee has received a \$500 grant from the Cambria Community Council. Crosby suggested getting together with the author, Christine Heinrichs, to determine what information, and how many pages, might be added. Michael Thomas suggested he might be able to provide assistance in this area. The number of copies reprinted and the number of pages added both determine the funding needed. The Committee plans to order 100 or 150 new copies. Kitty Connolly humorously added that "a weed fundraiser" might be very popular, depending on how you pitch it. Kitty added that the California Invasive Weed Council recommends "plant this, not that". It was pointed out that commercial nurseries in the area were more inclined to selling invasive plants due to requests from customers. The suggestion was made that the Forest Committee approach the local nursery regarding making the Invasive Weed Guide available for purchase at their business."

Donni Morgan informed us that Greenspace was continuing with their Speaker Series, with the next guest being naturalist, author and artist Obbie Kaufmann. He’s written books such as “The Forests of California”, “The Coasts of California”, including wonderful photographs and illustrations. Donni said this would be an incredibly enjoyable as well as informative presentation. The event will be on Sunday, October 20th from 5:00 to 6:30PM at St Paul’s Episcopal Church, with the cost being on a donation basis.

After a very brief reference to Future Agenda Items, Crosby adjourned the meeting at 11:00AM.

The next Cambria Forest Committee meeting will be on Friday, September 13, 2024 at 10AM via Zoom.

This summary written and submitted by CCSD Board Director and CFC liaison Harry Farmer.