



June 11, 2026

SEIU Local 620 Written Public Comment for AB 2561 Public Hearing on Public Sector Vacancies, Recruitment, and Retention.

BOARD OF DIRECTORS

WILLIAM MANN  
President

BRADLEY KLEIN  
Vice President

LUPE ENRIQUEZ  
Secretary

LAURA ROBINSON  
Executive Director

SERVICE EMPLOYEES  
INTERNATIONAL UNION

SANTA BARBARA OFFICE  
350 S. HOPE AVE # A103  
SANTA BARBARA, CA 93105  
Phone: 805.963.0601  
Fax: 805.963.8341

SANTA MARIA OFFICE  
114 N. VINE STREET  
SANTA MARIA, CA 93454  
Phone: 805.963.0601  
Fax: 805.614.7620

Dear President Farmer and Board of Directors,

Thank you for the opportunity to provide comment on behalf of SEIU Local 620.

We want to acknowledge and commend the District for its continued focus on maintaining a low vacancy rate within our bargaining unit. This is an important achievement, and we sincerely appreciate the dedication and effort that goes into filling our much-needed public sector positions. Every vacancy addressed directly supports our members by easing workloads on an already lean crew, and helps to maintain the high quality of services the community depends on.

As we recognize this achievement, we also want to emphasize the value of continued investment in recruitment, and retention. Sustaining competitive wages, strengthening training and promotional pathways, and ensuring manageable workloads are essential to supporting long-term workforce stability.

SEIU remains committed to collaborating with the District to ensure that employees have the tools and support they need to excel. We appreciate the transparency provided through Assembly Bill 2561 reporting, and we look forward to continuing our partnership in making the Cambria Community Services District a place where dedicated public employees choose to build and grow their careers.

Thank you for your time and for your ongoing service to our community.

Sincerely,

Nicole Bryant  
Field Representative  
SEIU Local 620  
[nicole@seiulocal620.org](mailto:nicole@seiulocal620.org)



## **Cambria Firefighters Local 4635**

**2850 Burton Drive**

**Cambria, CA 93428**

EST. 1877

6/11/26

First, thank you to the Board, the General Manager, and staff. The direction has changed, and we do see that. The raise on this agenda matters. SAFER firefighters matter. Moving the department forward matters. We appreciate it.

But this hearing is about recruitment and retention, and this is where we have to be honest about what that looks like in Cambria.

Captain Greg McGill just resigned after only 17 months with our department. It is extremely rare for a department to lose a Captain. Losing a Captain is not just filling that spot on the schedule. We lose experience, leadership, education, efficiency, work ethic, and trust built over a career in the fire service.

In this case, we are talking about someone with over 200 recorded structure fires and real-world experience that benefits us as a department. That does not walk back through the door just because we open a recruitment.

This is also not isolated. We have now lost seven full-time members to other departments or other opportunities. For a department of our size, that is not normal turnover. That is a warning light.

The issue is not just pay, although pay matters. Retention is also about workload, health, support, and whether people can see a future here.

Paramedic retention is part of that. Paramedics carry a higher level of training, responsibility, and liability, and compensation has to reflect that if we expect to keep that level of service in Cambria. In a department of our size, ALS is not a deep system. If one paramedic leaves, gets injured, or burns out, the system gets fragile and fails very quickly.

Right now, our Chief and Captains are carrying a heavy load. Cambria Fire is a full suppression and full prevention department. Inspections, reports, training, scheduling, meetings, fleet and station maintenance, emergency response, daily operations, and building the department all still have to happen.

In most places, much of that work is supported by dedicated personnel. Here, positions like the Fire Marshal and administrative support were taken away, but the work was not. It has grown, and it has landed on fewer people.

That is how people get burned out. That is how good people leave.

Health and wellness is part of this too. Other departments have structured programs and services to prevent injuries, keep firefighters healthy, and get people back to work safely. We are not there yet, and it is costing the department and the District.



## **Cambria Firefighters Local 4635**

**2850 Burton Drive**

**Cambria, CA 93428**

EST. 1877

For the last several years, we have almost always had one or two people out on injury. We have seen early retirements and long recoveries. In a department this small, that affects staffing, overtime, morale, experience, and service to the community.

We believe the District is moving in the right direction. But we also have to be willing to say we are not all the way there yet.

So our ask is simple: please keep going.

The raise helps. The priority shift helps. But we need to keep building a department where experienced people want to stay, where paramedics are valued, where the workload is realistic, and where the people serving this community are taken care of before they are worn out.

Because when we keep good firefighters here, Cambria wins.

Thank you.

Local 4635



Outlook

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## June 11 Board Meeting Public Comment

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**From** Christina Galloway <christinagway@gmail.com>

**Date** Wed 6/10/2026 9:59 AM

**To** Haley Dodson <hdodson@cambriacsd.org>

 3 attachments (3 MB)

June Review and Discussion of a Will-Serve Letter for Existing Water Commitment APN- 023.131.014.pdf; 2005 0526 MIN.pdf; 023.131.014 Scanned Parcel File[22].pdf;

Thanks! 😊

Cg

Hi,

The staff report's characterization of Ordinance 04-2005 is incomplete and potentially misleading. While the report states that Ordinance 04-2005 granted the General Manager authority to process water-allocation transfers, it omits a critical fact reflected in the Board's own legislative record: the ordinance was not adopted in the form originally presented. At the May 26, 2005 hearing, the Board expressly directed that Ordinance 04-2005 be amended to require prior approval of the Board, in either open or closed session, before the General Manager could enter into transfer agreements. The ordinance was subsequently adopted unanimously as modified. (minutes attached).

The significance of that amendment is underscored by the contemporaneous staff report accompanying Ordinance 04-2005, which explained that the purpose of the ordinance was to allow the General Manager to implement transactions that had already been reviewed and authorized by the Board, not to independently negotiate or materially alter them. Accordingly, the relevant question is not whether Ordinance 04-2005 generally authorized transfer transactions. The relevant question is whether the transaction ultimately executed was the same transaction reviewed and approved by the Board and, if not, what authority existed to materially modify that transaction without returning to the Board for further approval.

The administrative record presently before the Board appears to reflect a transaction structure materially different from the one described during the ordinance proceedings. That distinction is significant because the Board's approval was not an open-ended delegation of authority. The Board authorized the General Manager to effectuate transactions that had been reviewed and approved by the Board, not to substitute materially different terms or arrangements.

The current staff report relies heavily on Ordinance 04-2005 as justification for the transfer, yet it does not meaningfully address the significance of the Board's amendment, explain whether the transaction ultimately executed was the same transaction approved by the Board, or identify any subsequent Board action authorizing material changes.

An additional concern arises from an apparent discrepancy between the Board's legislative action and the ordinance language now being relied upon. As mentioned, the May 26, 2005 Board minutes reflect that Ordinance 04-2005 was adopted only after amendment to require prior Board approval. However, the ordinance document included in the administrative record appears to contain only the original authorization language and does not appear to reflect the Board-approved amendment in its entirety. Likewise, the language subsequently codified in Title 8 appears to derive from that version.

If the Board approved an amended ordinance but the adopted ordinance document and subsequent codification do not accurately reflect the amendment approved by the Board, that discrepancy warrants careful review. This is particularly important because the District now relies upon that same ordinance language as a primary legal basis for validating the transfer at issue.

Furthermore, while staff concludes that all provisions of the 2005 transaction have been satisfied, the documentation provided does not clearly demonstrate how that conclusion was reached. The packet does not identify the specific obligations imposed on the parties, the evidence relied upon to determine those obligations were completed, or when and by whom that verification occurred.

What is notable is that the District's justification now rests on the fact that this commitment has appeared on the Existing Commitments List since 2005. Continued inclusion on a list does not itself establish that the underlying commitment was properly created, documented, verified, or authorized. If the District's position is that long-standing inclusion creates legal obligations, then the accuracy, completeness, and legal basis of the Existing Commitments List become matters of significant public importance.

Additionally, the District's December 28, 2005 approval letter expressly states that any future issuance of an Intent-to-Serve letter or water and sewer connection permits would remain subject to future District rules, regulations, ordinances, resource availability, and actions of other governmental agencies, and further states that such approvals may be revoked under specified circumstances. That language is difficult to reconcile with the suggestion that the District now possesses no meaningful discretion and must issue a Will-Serve Letter solely because the commitment has remained on the Existing Commitments List for an extended period of time.

At a minimum, before relying on the conclusion that all provisions have been satisfied and that issuance is legally compelled, the Board should be provided with a clear accounting of the obligations imposed by the transaction, the documentation demonstrating compliance, and the basis for concluding that the District's reserved authority under the approval documents is no longer relevant.

I would therefore encourage the Board to direct staff to conduct a comprehensive review of the Existing Commitments List and return with a future agenda item identifying the basis for each commitment, the supporting documentation relied upon, and any commitments for which the administrative record is incomplete, inconsistent, or unclear. These issues are best addressed proactively, before properties change hands, development applications are pursued, and parties make significant investments in reliance upon assumed entitlements.

Finally, I believe amendments to Title 8 are necessary. Regardless of the outcome of this particular matter, the District continues to face recurring disputes regarding EDU transfers, legacy commitments, and the interpretation of historical agreements. When the District repeatedly finds itself being told it must honor decades-old transactions because failure to do so may create legal exposure, that is a strong indication that the governing framework itself requires reform.

The current system creates uncertainty for property owners, exposes the District to potential liability, and raises legitimate questions regarding fairness and equal access to a scarce public resource. The Board should consider amendments that eliminate ambiguity, strengthen documentation and verification requirements, restrict or prohibit certain categories of transfers, and ensure that future allocations of water service occur through a process that is transparent, readily verifiable, and applied consistently to all property owners.

Sincerely,  
Christina Galloway



# CAMBRIA COMMUNITY SERVICES DISTRICT

## MINUTES OF THE REGULAR MEETING OF BOARD OF DIRECTORS MAY 26, 2005, 12:30 P.M. – VETERANS MEMORIAL BUILDING

### I. **OPENING - CALL TO ORDER**

President Sanders called the meeting to order at 12:35 p.m. with a quorum established and led the pledge of allegiance.

Present: Directors Joan Cobin, Peter Chaldecott, Ilan Funke-Bilu (arrived 12:45), and President Greg Sanders

Absent: Director Don Villeneuve, Utilities Manager Bryan Bode and Fire Chief Bob Putney

Also Present: General Manager Tammy Rudock, District Counsel Art Montandon, District Engineer Bob Gresens, Finance Officer Patrick Bradley and District Clerk Kathy Choate

**Report from Closed Session:** District Counsel reported closed session was held April 28  
No action items to report out of closed session.

### II. **Agenda Review**

None

### III. **ACKNOWLEDGEMENTS/PRESENTATIONS**

Recognition of Tim Winsor was continued to June regular meeting.

### IV. **SPECIAL REPORTS**

A. SHERIFF'S DEPARTMENT – NO REPORT

### V. **WATER MASTER PLAN, DESALINATION, AND WATER STORAGE FACILITIES REPORT**

Bob Gresens provided an update on the status of:

- Pine Knolls Tank Replacement Project – CCC hearing is scheduled for June 9, San Pedro.
- Desalination Project – The environmental permitting process is in process for permitting to drill on San Simeon State Beach to gather data for a proposed beach well intake. The project management plan is in the Army Corps of Engineers office and after internal checks; it will be forwarded to Washington, DC. Approval is expected in August. Proposition 50 funding consideration is pending completion and acceptance of our Urban Water Management Plan.
- County has released its project description for Cambria/San Simeon Acres Community Plans of the North Coast Area Plan

### VI. **MANAGER'S AND BOARD REPORTS**

General Manager Tammy Rudock summarized her manager's report.

Fire Captain Hollingsworth reported in Chief Putney's absence. He reminded property owners to have parcels cleared by July 15 and notify the Fire Department.

Jim Adams, Water Systems supervisor reported in Bryan Bode's absence.

Patrick Bradley presented his manager's report, including the CCSD's receipt and acceptance of the Community Center "no opinion" audit.

## MEMBER AND COMMITTEE REPORTS

Ad Hoc Fire Code Committee – no report

Forest Committee – Director Funke-Bilu reported the Cambria Forest Committee and the Fire Safe Council have drafted letters regarding the fine imposed on CUSD. The Regional Water Quality Control Board has indicated they would consider paying out fines to relevant local organizations. Both the committee and Fire Safe Council have drafted letters requesting a portion of those funds be delivered for the purpose of implementing the plan. Requested staff give a report on the viability of the Forest Management Plan. The next RWQCB meeting is July 8 and requests that a resolution be prepared in time for that meeting. Signed letters will be delivered to staff in time for CCSD June 23 meeting.

## VII. CONSENT AGENDA

- A. Approve expenditures for month of April 2005
- B. Approve minutes of Board of Directors meeting April 28, 2005
- C. Adopt Resolution 27-2005 authorizing contract with AFLAC
- D. Adopt Resolution 29-2005 approving Fire Apparatus/Engineer position description
- E. Approve extension of Intent to Serve letter for Kestral Point Senior Care Facility, M Clark, applicant, APN 024.191.052

Tammy Rudock read into record the consent calendar.

**Director Cobin moved to approve. Director Chaldecott seconded. Motion carried unanimously. (Aye – 4, No – 0, Absent – 1)**

## VIII. UNIFORM FIRE CODE APPEALS

None

## IX. HEARINGS AND APPEALS

- A. A public hearing was held to consider adoption of Resolution 30-2005 fixing of water and wastewater standby or availability charges as provided in Government Code sections 61765, 61765.1 through 61765.6 and 61765.12.

Tammy Rudock reviewed the staff report.

Public Comment:

Don Dubong, Cambria. Are sewer bonds paid? Will these assessments be reduced?

How many gallons of treated water are dumped into the ocean?

**Director Funke-Bilu moved to make the following findings that are reflected in paragraphs four and five of Resolution 30-2005 to be found true and therefore, adopt Resolution 30-2005 establishing water and wastewater standby availability charges for fiscal year 2005-06. Director Chaldecott seconded. Motion carried unanimously. (Aye – 4, No – 0, Absent – 1)**

- B. A public hearing was held to consider the adoption of Resolution 31-2005 authorizing the Fire Benefit Assessment Consumer Price Index adjustment in the amount of 5.4% pursuant to Government Code Sections §50078 et seq. Tammy Rudock reviewed the staff report. Opened public hearing.

Public Comment: None.

**Director Funke-Bilu moved to adopt Resolution 31-2005 authorizing a 5.4% Consumer Price Index adjustment in the existing fire suppression assessment benefit rates, effective July 1, 2005 in compliance with Resolution 27-2003 and the related Engineer's Report. Director Cobin Seconded. Motion carried unanimously. (Aye – 4, No – 0, Absent – 1)**

- C. A public hearing was held to consider adoption of Resolution 28-2005 authorizing adoption of the East West Ranch Bluff Trail Mitigated Negative Declaration and Mitigation Monitoring reporting checklist, authorize the General Manager to sign the Notice of Determination, and file the Notice of Determination with the County of San Luis Obispo. Connie Davidson, Project consultant reviewed the staff report. This project is a

construction grant funded by a \$300,000 Coastal Conservancy grant with an in-kind District match requirement of \$100,000. The Coastal Conservancy will pay for the Habitat, Archaeological and Erosion/Sediment Control Monitoring Plans. The design is to stay as natural as possible and will continue to be limited to passive recreation. No public comment has been received during public review comment period. NCSWAP has requested to be part of the planning process. This is a high priority project and construction is planned to commence in August. Project must be completed by March 30, 2006. President Sanders opened the public hearing.  
Public comment: None

**Director Cobin moved to adopt 28-2005 authorizing adoption of the Bluff Trail Mitigated Negative Declaration and authorize General Manager to sign and file the notice of determination with the County of San Luis Obispo. Director Chaldecott seconded. Motion carried unanimously. (Aye – 4, No – 0, Absent – 1)**

## **X. REGULAR BUSINESS**

- A. Receive Build Out Reduction Plan Status Report  
Bob Gresens provided a status report on the Build Out Reduction Plan. A meeting with RBF Consulting was held Monday of this week to review the project and is work in progress. No details to report at this time. The Buildout Reduction Plan, Program level EIR on the Water Master Plan and the County's Cambria Community Plan update are all being coordinated at this time. Titles and deed restrictions are being researched by RBF with regard to the Buildout Reduction Study.
- B. Adopt Resolution 32-2005 confirming an offer to dedicate property located at the Leimert tank site as part of a future conservation easement. Bob Gresens reviewed his staff report and presented a PowerPoint presentation summarizing the different tank designs to date. An April 6, 2006 CCSD Board letter to State Assemblyman Blakeslee outlines an offer to dedicate a conservation easement on the Leimert Tank site that would offset the District's need to use a smaller portion of conservation easement as part of the Pine Knolls Tank Replacement Project. The area proposed on the Leimert tank site is contiguous with the same conservation easement held by the Nature Conservancy.  
Public Comment: None  
**Director Chaldecott moved to approve Item X.B. Director Cobin seconded. Motion carried unanimously. (Aye – 4, No – 0, Absent – 1)**
- C. Receive staff report on land-use changes being proposed for District-owned properties within the San Luis Obispo County public review draft and draft EIR (Environmental Impact Report) for the Cambria and San Simeon Acres community plans. Bob Gresens reported the County has released their draft update of the Cambria and San Simeon Acres Community Plans as well as a draft EIR. CCSD staff has exchanged land use information from the GIS system, with assistance from RBF Consulting. A public hearing on the draft EIR is scheduled by the Planning Commission for June 23, 8:45 a.m. Written comments on the draft EIR are due to the County by July 5. CCSD staff will continue to collaborate with County staff regarding land use designations.

An earlier plan had as many as 11,925 housing units, that's now being recommended at 6,130 (one of four alternatives) with a zero-net increase policy and proposed land use changes and recommending 1% growth rate.

Land Use recommended changes include:

- East West Ranch planned Community Park
- West Ranch Single Family Residential (SFR) becomes open space

- Former Bahringer property to become public facility (formerly multifamily)
- Tank sites remains as SFR

**Board requested County staff be recognized for their efforts in collaborating with CCSD to move in a serious direction plan for the communities growth. North Coast Alliance deserves recognition as well in working to achieve a reduced growth rate. Commendations to Bob and RBF Consulting in working with County to establish the teamwork on the project. Bob Gresens will present a more formalized report at the CCSD June meeting.**

- D. Adopt Ordinance 04-2005 amending Chapter 8.04 to allow transfer of water commitments. Counsel Art Montandon reviewed the recommended amendments to District Code Chapter 8.04 to allow the transfer of existing water commitments to meet the District goals of reducing current and/or future water demand, provide affordable housing opportunities, permanently retire lots from development, and/or provide for permanent open space. This ordinance change would authorize the District General Manager to complete transactions previously authorized in closed session. District Counsel reviewed the Cambria Nursery (Dirk Winter) and Brad Clark (Peoples Self Help Housing project) requests for transfer of EDUs specific to their projects. A Board discussion followed with the request to amend Ordinance 04-2005 subsection E. in the first sentence following the General Manager, add: “with prior approval of the Board in closed or open session”.

**Director Funke-Bilu moved to adopt 04-2005 as modified amending Chapter 8.04 of the CCSD Code authorizing the General Manager to enter into contracts for the transfer of existing water commitments to meet the District goals of reducing water demand, providing open space, retiring buildable lots, and facilitating the development of affordable housing as modified by District Counsel, “with prior approval of the Board in closed or open session.” Director Cobin seconded. Motion carried unanimously. (Aye – 4, No – 0, Absent – 1)**

- E. Status report on Veterans Memorial Building rules and regulations and receive board direction to staff. Tammy Rudock reviewed the suggested options provided in the staff report and sought feedback from the Board and public. A board discussion followed.

Public Comment:

Jerry McKinnon, Cambria. In previous years non-profit local organizations using Hall for youth activities or organization raising money for charitable activity were not charged rents. Requested CCSD support charitable organizations. In prior years, #17, section C document stated groups that did not have to pay.

**Board requested policy issues be addressed at next month’s meeting and consider Jerry McKinnon’s comments. Quantify those activities exempt from charges.**

**XI. PUBLIC COMMENT**

None

**XII. President Sanders adjourned the meeting to closed session at 2:55 p.m.**



December 28, 2005

Dirk Winter  
Marb LLC  
2905 Burton Dr.  
Cambria, CA 93428

**DIRECTORS:**

Gregory Sanders  
*President*

Donald Villeneuve  
*Vice President*

Peter Chaldecort  
*Director*

Joan Cobin  
*Director*

Ilan Funke-Bilu  
*Director*

**OFFICERS:**

Tammy Rudock  
*General Manager*

Arther R. Montandon  
*District Counsel*

Kathy Choate  
*District Clerk*

Re: **TRANSFER** of: Single Family Residence EDU  
From: APN 013.151.035  
To: APN 023.131.014  
With Alternate Parcel Retirement on APN: 024.273.025/024.273.028

**In accordance with District Ordinances, the condition stated above, and the Covenant and Agreement recorded in San Luis Obispo County (Recorder's Document # 2005094102 ), your request to transfer position referenced above is hereby approved.**

Subsequent issuance to you of an "Intent to Serve" letter or water and sewer connection permits shall be subject to future rules, regulations, resolutions and ordinances of the Cambria Community Services District. The letter or permits may be revoked as a result of conditions imposed upon the District by a court or governmental agency of higher authority, or by a change in availability of resources, or by a change in ordinances, resolutions, rules or regulations adopted by the Board of Directors for the protection of the health, safety and welfare of the District.

Sincerely,

Bryan Bode  
Assistant General Manager

cc: Fidelity National Title Company



Fidelity National Title Company  
 Trust Account - Cambria  
 782 Arlington Street  
 Cambria, CA 93428  
 805 927-6585

Heritage Oaks Bank  
 1135 Santa Rosa Street  
 San Luis Obispo, CA 93401

0611010962

November 4, 2005

90-3998/1222

Escrow #  
0000266063

Cost Ctr  
0940

Printer  
0001

Closer  
RL

\$598.00

PAY FIVE HUNDRED NINETY EIGHT DOLLARS AND 00 CENTS

VOID AFTER 90 DAYS

TO CCSD

THE ORDER OF

Memo

013-151-035 to 023-131-014  
 Winter to Alger

*[Handwritten Signature]*  
 TWO SIGNATURES REQUIRED

WARNING - VERIFY WORD VALID BY TOUCHING, RUBBING OR BREATHING ON

⑈0611010962⑈ ⑆122239982⑆ ⑈004043650⑈

Patent 5,550,274

CAMBRIA COMMUNITY SERVICES DISTRICT P.O. Box 66 CAMBRIA, CA 93425 (805) 927-6223	<b>CASH RECEIPT</b>		Date <u>11/7/05</u>	005288
	Received From <u>Fidelity National Title Co.</u>			
	Address <u>Transfer Law. EDU of 013-151-035 to 023-131-014</u>			
	<u>Winters to Alger</u>		Dollars \$ _____	
For _____				
ACCOUNT		HOW PAID		
AMT. OF ACCOUNT		CASH		
AMT. PAID		CHECK	<u>611010962</u>	
BALANCE DUE		MONEY ORDER <input type="checkbox"/>		
		CREDIT CARD <input type="checkbox"/>		
		By <u>CR</u>		

CRB 118-3

## AGREEMENT

This agreement is by and between the Cambria Community Services District, a special district, hereinafter "CCSD", created and operating under the laws of the State of California and MARB, INC., a California corporation, and PACIFIC CAMBRIA, INC., a California Corporation, who possesses real properties, described in "Exhibit A", hereinafter "PROPERTY" within the jurisdictional boundaries of the CCSD, hereinafter "OWNER".

WHEREAS, the General Manager is empowered to enter into agreements pursuant to Chapter 8.04 to transfer existing water commitments if it is in the best interests of the CCSD; and

WHEREAS, PROPERTY OWNER possesses water commitments that they desire to transfer to other suitable locations within the CCSD's boundaries: and

WHEREAS, this transaction will accomplish some or all of the following purposes: reduce current or future demand for water and sewer service, provide affordable housing opportunities, permanently retire lots from future development, and provide for permanent open space.

NOW, THEREFORE, in consideration of the mutual covenants contained herein the CCSD and the PROPERTY OWNER agree to the following:

1. CCSD will recognize an EDU existing on the PROPERTY and allow OWNER to move this existing EDU to a residential receiver property within three years from the date of this agreement.
2. The OWNER will, pursuant to the conditions imposed by the CCSD, donate one commercial EDU to Greenspace, Inc. OWNER will be authorized to transfer two commercial EDUs from the PROPERTY to the Cambria Pines Lodge property for the spa expansion project only.
3. OWNER will contribute \$110,000 for the purchase of the Stuart Street lots currently in escrow with the San Luis Land Conservancy for permanent retirement.
4. OWNER will assume all ownership of the current and new water system on the Cambria Pines Property and install and pay for the backflow prevention devices for the service on Burton, Yorkshire/Patterson, and Martingale for this project and the main water meter at Yorkshire/Patterson. OWNER shall install the meter at Martingale. CCSD shall reimburse OWNER for the costs of the downstream meter at Martingale.
5. This agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of

this agreement must be in writing and signed by the appropriate representatives of the parties.

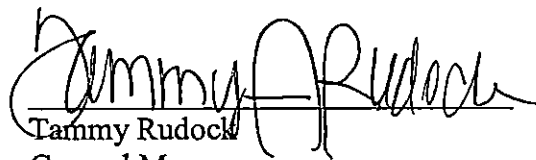
6. Interpretation. This agreement shall be interpreted in accordance with the laws of the State of California.
7. Jurisdiction. Jurisdiction and venue of all disputes over the terms of this agreement shall be in the County of San Luis Obispo, State of California.
8. No Waiver. Failure to enforce with respect to a default shall not be construed as a waiver.
9. Severability. The provisions of this agreement are severable. If a court of competent jurisdiction holds any part of this agreement invalid, the remainder of the agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.
10. This agreement may be recorded in the title of the PROPERTY.

IN WITNESS WHEREOF, the parties execute this agreement on the 31<sup>st</sup> day of May 2005.

OWNER  
PACIFIC CAMBRIA, INC.,  
MARB, LLC

CCSD

  
By: Dirk Winter

  
Tammy Rudock  
General Manager

RECORDING REQUESTED BY:

Fidelity National Title Company

2005094102 RECORDED BY: ACCOM

AND WHEN RECORDED MAIL TO:  
Cambria Community Services District  
Post Office Box 65  
Cambria, California 93428

**JULIE RODEWALD**

San Luis Obispo County - Clerk/Recorder

SN

11/08/2005

Recorded at the request of

8:00 AM

Fidelity Title Company

DOC#: 2005094102

Titles: 1 Pages: 13



Fees	43.00
Taxes	0.00
Others	0.00
PAID	<u>43.00</u>

**COVENANT AND AGREEMENT RESTRICTING USE OF WATER AND PROPERTY:  
With ALTERNATE PARCEL RETIREMENT**

Effective 1/1/04

The purpose of this Covenant and Agreement is to promote the District's goals of conserving water and sewer resources and protecting against fire hazards. This Covenant and Agreement does not preclude any use of the sender or receiver parcels consistent with its terms.

This Covenant and Agreement Restricting Use of Water and Property (hereinafter referred to as "Covenant") is made and executed on this 3rd day of October, 2005, by Marb, LLC and Timothy L. Alger & Mindy Halpern Alger hereinafter collectively referred to as "Owner." The CAMBRIA COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California, hereinafter referred to as "District," is hereby made a party to this Agreement for the purposes set forth below.

Owner hereby certifies that he/she is the record owner of certain real properties located in the unincorporated area of the County of San Luis Obispo within the boundaries of the District, State of California, more particularly described in Attachment A, attached hereto and incorporated by reference herein as though set forth in full (hereinafter referred to as the "Sender Property", "Receiver Property", and "Alternate Parcel" respectively). Owner further certifies that he/she owns a position (as defined in Section 2.5 of Ordinance No. 08-2003) in connection with the Sender Property and he/she wishes to transfer the position from Sender Property to the Receiver Property. Owner certifies that the Receiver Property contains not less than 3,500 square feet of area (or if the property contains less than 3,500 square feet of area, the property has two underlying lots and 50 feet or more of street frontage), and is not in the Lodge Hill Special Project Area No. 1.

NOW THEREFORE, in consideration of the District permitting a transfer of the position from the Sender Property to the Receiver Property, Owner does hereby covenant and agree to and with District to restrict the use of the Properties as follows:

1. The Receiver Property, if comprised of more than one legal lot, shall be merged pursuant to the Subdivision Map Act into one legal lot no later than 90 days from the date of this Covenant. And, if a building permit is subsequently issued which includes receiver property and other adjacent legal lots in same project, all lots under said building permit shall be merged in the same manner with the Receiver Property.

2. No water or sewer service shall be requested of District or made available by District on the Alternate Parcel, and Owner covenants not to drill or utilize any well on the Alternate Parcel from and after the date this Covenant and Agreement Restricting Use of Water and Property is executed by both parties hereto, except as follows and only if all the following conditions are met:

(a) The Alternate Parcel is merged pursuant to the Subdivision Map Act with adjacent property so that the adjacent property and the Alternate Parcel would be one legal parcel (hereinafter referred to as the "Merged Parcel");

(b) Water and sewer service by the District to the Merged Parcel will be limited to that allocated to the adjacent property on the date of this Covenant pursuant to District ordinance in effect on the date of this Covenant, and it shall be a violation of this Covenant to provide water or sewer service to any separate or adjoining structure with an additional kitchen; and

(c) Before any water or sewer service is allowed on Alternate Parcel (now part of the new Merged Parcel), owner shall obtain certification from the County of compliance with condition (a) above, which certification shall be recorded prior to any provision of water service on the former Alternate Parcel.

(d) This restriction shall not apply in the event that the Alternate Parcel is deeded to and accepted by the District for any District purpose, or deeded to and accepted by the County of San Luis Obispo or the State of California for purposes of public recreation or other public facilities purposes.

3. Owner acknowledges that the restriction of the right to water and sewer service on the Alternate Parcel does not relieve Owner of the obligation to pay applicable taxes and/or assessments relative to such property or the obligation to maintain such property pursuant to applicable provisions of law and/or regulation. The parties acknowledge, however, that the District has waived the payment of water standby or availability charges and wastewater standby or availability charges relative to the Alternate Parcel, such waiver to become effective as of the date this Covenant and Agreement Restricting Use of Water and Property is recorded in the Office of the San Luis Obispo County Recorder and that such waiver shall continue.

4. Owner further agrees to fully pay all taxes, assessments and bonds on the Alternate Parcel prior to the transfer of the position, and Owner and his successors in interest agree to maintain the Alternate Parcel in satisfactory condition.

5. In the event there are any structures or improvements on the Alternate Property, Owner agrees to demolish and completely remove such structures or improvements from the Alternate Property to District's satisfaction prior to District allowing use of water and sewer services on the Receiver Property.

6. This Covenant and Agreement shall run with the land (Sender Property, Receiver Property, and Alternate Parcel), inures to the benefit of and shall be binding upon the Owner, any future owners, their successors, heirs or assigns and shall continue in effect in perpetuity.

The Owner agrees to notify all prospective purchasers, trust deed beneficiaries, mortgagees, other persons with a legal and or equitable interest, and/or transferee(s) of the Sender, Receiver and/or Alternate Properties of the restrictions contained herein and to include such restrictions as deed restrictions running with the land in any future deed conveying or encumbering the Sender, Receiver and/or Alternate Property. This Agreement shall be entitled to the remedy of injunctive relief in addition to any other remedy in law or equity.

7. This Covenant and Agreement and the provisions hereof are irrevocable and non-modifiable. The District shall have the right to enforce each and every provision hereof and the parties agree that this Agreement shall not be rescinded, revoked, modified or otherwise amended or changed.

8. The Owner and his/her successors in interest agree to defend, indemnify and save harmless the District, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, judgments, or liability occasioned by the performance or attempted performance of the provisions hereof, or in any action arising out of this Covenant and Agreement, including, but not limited to, those predicated upon theories of violations of statute, ordinance or regulation, violation of civil rights, inverse condemnation, equitable relief, or any wrongful act or any negligent act or omission to act on the part of the Owner or agents, employees or independent contractors directly responsible to the Owner, providing further that the foregoing obligations to defend, indemnify and save harmless shall apply to any wrongful acts, or any passively negligent acts or omissions to act, committed jointly or concurrently by the Owner, the Owner's agents, employees, or independent contractors and the District, its agents, employees, or independent contractors. Nothing contained in the foregoing indemnity provisions shall be construed to require the Owner to indemnify the District against any responsibility or liability in contravention of Section 2782 of the Civil Code.

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

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

**Notices required to be given to Owner shall be addressed as follows:**

9621 Monoco Drive, Cypress, Ca - 90630

Provided that any party may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

10. Invalidation of any one of the restrictions contained herein by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

11. Owner has supplied the District with a current title report specifying the same individual(s) applying for the transfer as the Owner of all the Sender, Receiver and Alternate Properties, and listing all trust deed beneficiaries, mortgagees and others with a recorded interest in the properties, if any, under prior recorded deeds of trust, mortgages and other documents of the Sender, Receiver and Alternate Properties. Such title report(s) is/are to be attached to this Covenant and Agreement and recorded as a part hereof. The trust deed beneficiaries, mortgagees and other interest holders, if any, listed on the preliminary title report referred to above, and whose signatures are affixed hereto, do hereby assent to this Covenant

and Agreement and, further, do hereby subordinate their respective interests to the restrictions and obligations imposed herein.

12. Masculine, feminine, neuter gender, and the singular or plural number shall be considered to include the other whenever the context so requires. If Owner consists of more than one person, each such person shall be jointly and severally liable for performance of the terms thereof.

13. Subject to a noticed public hearing, violation of this Covenant and Agreement will result in discontinuance of water and sewer service.

IN WITNESS WHEREOF, the Owner has executed this Agreement as of the day and year first above written.

MANB, LLC  
DIRK WINTER ✓  
(Print Name)  
Dirk Winter 10/3/05  
Signature Date  
State of California

OWNER(S)

(Print Name)

Signature

Date

County of San Luis Obispo

On 10/3/05 before me, Jane E. Shelton  
Date Name, Title of Officer, e.g., "Jane Doe, Notary Public"

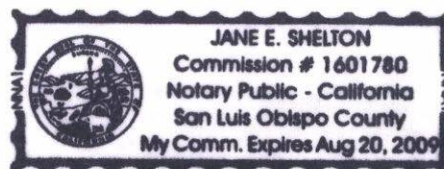
personally appeared Dirk Winter  
Name(s) of Signer(s)

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 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.

Jane E. Shelton  
Signature of Notary Public

Notary Seal



and Agreement and, further, do hereby subordinate their respective interests to the restrictions and obligations imposed herein.

12. Masculine, feminine, neuter gender, and the singular or plural number shall be considered to include the other whenever the context so requires. If Owner consists of more than one person, each such person shall be jointly and severally liable for performance of the terms thereof.

13. Subject to a noticed public hearing, violation of this Covenant and Agreement will result in discontinuance of water and sewer service.

IN WITNESS WHEREOF, the Owner has executed this Agreement as of the day and year first above written.

~~MARKS, LLC~~  
Timothy L. Alger  
(Print Name)  
[Signature] 10/3/05  
Signature Date  
State of California

OWNER(S)  
Mindy Halpern Alger  
(Print Name)  
[Signature] 10/3/05  
Signature Date

County of Los Angeles

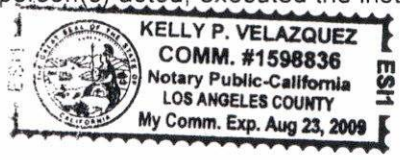
On Oct. 3, 2005 before me, Kelly P. Velazquez, Notary Public  
Date Name, Title of Officer, e.g., "Jane Doe, Notary Public"

personally appeared Timothy L. Alger and Mindy Halpern Alger  
Name(s) of Signer(s)

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

WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public



Notary Seal

**SENDER PROPERTY**  
**TRUST DEED BENEFICIARIES and/or MORTGAGEES**

Check here if there are none.

MID-STATE BANK & TRUST  
Clarence C. Cabrerros  
(Print Name)

[Signature] 10/27/05  
Signature Date

LAURA A. KEARNEY, V.P.  
(Print Name)

[Signature] 10/27/05  
Signature Date

State of California

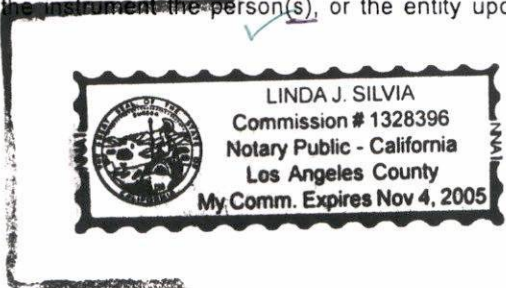
County of San Luis Obispo

On Oct 27, 2005 before me, Linda J. Silvia, Notary Public  
Date Name, Title of Officer, e.g., "Jane Doe, Notary Public"

personally appeared Clarence C. Cabrerros and Laura A. Kearney  
Name(s) of Signer(s)

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 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  
Linda J. Silvia  
Signature of Notary Public



**RECEIVER PROPERTY**  
**TRUST DEED BENEFICIARIES and/or MORTGAGEES**

Check here if there are none.

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
Date Name, Title of Officer, e.g., "Jane Doe, Notary Public"

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

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

WITNESS my hand and official seal  
\_\_\_\_\_  
Signature of Notary Public

DECLARATION CCP 2015.5

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ILLEGIBLE PORTION ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

  
STEVE WORTHINGTON

11-8-05  
DATED

SAN LUIS OBISPO, CALIFORNIA  
LOCATION

The instrument the person(s)

**SENDER PROPERTY  
TRUST DEED BENEFICIARIES and/or MORTGAGEES**

Check here if there are none.

Debra A. Storsteen  
(Print Name)

Timothy A. Storsteen  
(Print Name)

Debra A. Storsteen 10/31/05  
Signature Date

Timothy A. Storsteen 10/31/2005  
Signature Date

State of CALIFORNIA

County of MADERA

On Oct 31, 2005 before me, KATHY LANDRETH, NOTARY PUBLIC  
Date Name, Title of Officer, e.g., "Jane Doe, Notary Public"

personally appeared DEBRA A. STORSTEEN AND TIMOTHY A. STORSTEEN  
Name(s) of Signer(s)

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 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,  
Kathy Landreth  
Signature of Notary Public



**RECEIVER PROPERTY  
TRUST DEED BENEFICIARIES and/or MORTGAGEES**

Check here if there are none.

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
Date Name, Title of Officer, e.g., "Jane Doe, Notary Public"

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

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

WITNESS my hand and official seal  
\_\_\_\_\_  
Signature of Notary Public

ILLEGIBLE NOTARY SEAL DECLARATION

Government Code 27361.7

I certify under penalty of perjury under the laws of the State of California that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: Kathy Landreth

Name of County: Madera

Date of Commission Expires: 11-10-2005

Notary Identification Number: 1329443  
(For Notaries commissioned after 1/1/1992)

Steve Worthington  
Steve Worthington

Date: 11/8/05

Location: San Luis Obispo, California



ATTACHMENT "A"

Sender Property

Position to be transferred: One Residential EDU

Street 2801 Eton Road

A.P.No. 013-151-035 Active Service #CAM0053

Complete Legal Description

see Exhibit "One"

Receiver Property

Street Newhall Avenue

A.P.No. 023-131-014

Complete Legal Description

Lots 4 and 5 in Block 226 of Cambria Pines Tract No. 8, in the County of San Luis Obispo, State of California, as per Map recorded June 15, 1931 in Book 5, Page 21 of Maps, in the Office of the County Recorder of said County.

Alternate Property

Street Stuart Street

A.P.No. 024-273-025 & 024-273-028

Complete Legal Description

Lots 6, 7, 8, 9 and 10 in Block 109 of Cambria Pines Manor Unit #5, in said

**EXHIBIT "ONE"**

**PARCEL 1:**

That portion of Lot 3 of the subdivision of the Rancho Santa Rosa, in the County of San Luis Obispo, State of California, according to map thereof made by H.C. Ward in 1873 on filed 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 most Northerly corner of said Lot 3, said point being also shown as "S-21" on Record of Surveys Map filed in Book 8, Page 119 of Record of Surveys;  
thence South 61° 30' West along the Northwesterly line of said Lot 3, 140.25 feet to the true point of beginning;  
thence continuing South 61° 30' West along said line, 417.66 feet to a point on the Easterly line of County Road No. 3 as shown on said Record of Surveys Map;  
thence South 16° 20' 20" East, 20.18 feet;  
thence South 5° 07' 20" East, 182.99 feet;  
thence South 55° 05' 20" East, 236.50 feet;  
thence South 83° 11' 20" East, 97.24 feet;  
thence North 72° 36' 40" East, 100.32 feet;  
thence North 73° 12' 40" East, 87.48 feet;  
thence North 87° 50' 26" East, 63.40 feet;  
thence North 21° 00' 41" West, 525.28 feet to the true point of beginning.

**PARCEL 2:**

That portion of Lot 3 of the subdivision of the Rancho Santa Rosa, in the County of San Luis Obispo, State of California, according to map thereof made by H.C. Ward in 1873 on filed in Book A, Page 69 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at the intersection of the Northerly line of said Lot 3 with the Easterly line of County Road No. 22006, being 50 feet in width, as shown on Licensed Surveyors Map filed in Book 14, Page 67 of Record of Surveys;  
thence along said Northerly line of said Lot 3, North 61° 30' East, 10.23 feet to a point;  
thence leaving said line and running parallel to the Northeasterly line of said County Road No. 22006 the following courses:  
South 16° 20' 20" East, 20.18 feet;  
South 6° 07' 20" East, 182.99 feet;  
South 55° 05' 20" East, 236.60 feet;  
South 83° 11' 20" East, 97.24 feet;  
North 72° 36' 40" East, 100.32 feet;  
North 73° 12' 40" East, 87.48 feet;  
North 87° 59' 26" East, 158.58 feet to its intersection with the West line of a 20 foot wide easement being parallel to Old County Road No. 3;  
thence South 21° 00' 41" East, 10.58 feet to a point in the Northerly right of way line of said County Road No. 22006;  
South 87° 69' 28" West, 160.72 feet;  
South 73° 12' 40" West, 85.13 feet;

Joint Protection Policy

Order No. 121609  
Policy No. 27-01-90-539510

South 72° 36' 40" West, 102.41 feet;  
North 83° 11' 20" West, 101.90 feet;  
North 55° 05' 20" West, 243.68 feet;  
North 5° 07' 20" West, 186.69 feet;  
North 16° 20' 20" West, 17.05 feet to the point of beginning.

EXCEPT therefrom all that portion lying Northeasterly of the Southwesterly line of that parcel of land conveyed to Karl Weber and Mary Weber, husband and wife, as joint tenants by deed recorded April 13, 1964 in Book 1292, Page 564 of Official Records.

Assessor's Parcel No: 013-151-035

END OF DOCUMENT

**BILLING ACCOUNT ADJUSTMENTS**

DATE 12/28/05

Reason: Per special Agreement with District, Dirk Winters was able to transfer 1 SFR EDU off of the Nursercy creating this new account

CORRECTION TO EXISTING ACCOUNT



SERVICE ADDR \_\_\_\_\_

ACCOUNT NO. \_\_\_\_\_

APN \_\_\_\_\_

METER # \_\_\_\_\_

ESTABLISH NEW ACCOUNT

(other than new Connection Permit)



SERVICE ADDR Newhall Ave

ACCOUNT NO. \_\_\_\_\_

APN 023.131.014

METER # — active service transfer of Edu

Old Data

New Data

Please indicate either "owner" or "tenant" for each

Owner/Tenant  T. L. Alger

Mail Address  9621 Monaco

(Forward for Closing Bill)  Cypress, CA 90630

Phone  \_\_\_\_\_

Effective Date 12/14/05

Realtor/Agent \_\_\_\_\_

Authorized By: Cori Ryan

SERVICE REQUEST:  WATER DEPT  WATER CONS  WASTEWATER

Meter Instructions: no meter currently they have to have meter installed

"Black Book"  Connection Permit # \_\_\_\_\_