


TO: BOARD OF DIRECTORS
FROM: MARIO IGLESIAS
GENERAL MANAGER 
DATE: APRIL 6, 2017

**AGENDA ITEM
D-3
APRIL 12, 2017**

**INITIATING PROCEEDINGS FOR ANNUAL LEVY OF ASSESSMENTS
FOR STREET LANDSCAPE MAINTENANCE DISTRICT NO. 1**

ITEM

Resolution initiating proceedings for annual levy of Street Landscape Maintenance District No. 1
[RECOMMEND ADOPT RESOLUTION]

BACKGROUND

In 2003, the Board of Directors formed Street Landscape Maintenance District No. 1 to provide the street landscape maintenance for Tract 2409 (Sculpture Homes located on Vista Verde and Ida Street). The Street Landscape Maintenance District formed under Government Code Section 61601.20 and the Landscaping and Lighting Act of 1972.

Annually, the District follows the procedures outlined in the Government Code and Prop. 218 to levy the assessment on each of the 28 property owners served by the Landscape Management District. In order to proceed, the attached Resolution should be adopted to initiate the proceedings and appoint Director of Engineering and Operations, Peter Sevcik as the Assessment Engineer.

RECOMMENDATION

Staff recommends adoption of Resolution 2017-XXXX LMD initiation

ATTACHMENT

- A. Resolution 2017-XXXX LMD Initiation

April 12, 2017

ITEM D-3

ATTACHMENT A

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2017-XXXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT INITIATING PROCEEDINGS FOR ANNUAL
LEVY OF ASSESSMENTS FOR THE STREET LANDSCAPE MAINTENANCE DISTRICT NO. 1
FOR FISCAL YEAR 2017-2018 PURSUANT TO THE PROVISIONS OF PART 2 OF
DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE**

WHEREAS, the Nipomo Community Services District Board of Directors (“NCSD”) has, by previous Petition and Resolution, formed the Nipomo Community Services District Street Landscape Maintenance District No. 1 (hereinafter referred to as “Street Landscape Maintenance District No. 1”) pursuant to the provisions of Government Code §61122 (prior §61601.20) and the Landscaping and Lighting Act of 1972 (hereinafter referred to as the “Act”) that provides for the levy and collection of assessments by the County of San Luis Obispo for the Nipomo Community Services District to pay for the installation, planting and maintenance of landscaping within public streets, right of ways or easements within the Nipomo Community Services District; and

WHEREAS, Street Landscape Maintenance District No. 1 and the associated assessments are in compliance with the provisions of California Constitution Article XIID; and

WHEREAS, the NCSD has appointed Peter Sevcik, a registered engineer, as assessment engineer for the purpose of assisting with the Annual Levy of the Street Landscape Maintenance District No. 1 and to prepare and file a report in accordance with the Act.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED by the Board of Directors of the Nipomo Community Services District for the Nipomo Street Landscape Maintenance District No. 1, as follows:

SECTION 1: The NCSD hereby initiates proceedings for annual levy of assessments for Street Landscape Maintenance District No. 1 for Fiscal Year 2017-2018 pursuant to the provisions of the Act.

SECTION 2: The improvements within Street Landscape Maintenance District No. 1 include: trees, shrubs, grass, other ornamental vegetation, and appurtenant facilities, including irrigation system within the Street Landscape Maintenance District No. 1. The Board of Directors does not anticipate new improvements or substantial changes in existing improvements.

SECTION 3: Engineer's Annual Levy Report: The NCSD Board of Directors hereby orders that Peter Sevcik, District Director of Engineering and Operations and a registered professional engineer in CA, prepare the Engineer's Annual Levy Report concerning the levy of assessments for Street Landscape Maintenance District No. 1 in accordance with *Chapter 3, Section 22622* of the Act.

Upon the motion of Director ____, seconded by Director ____, and on the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

CONFLICTS:

the foregoing resolution is hereby adopted this 12th day of April 2017.


DAN A. GADDIS
President of the Board

ATTEST:

APPROVED AS TO FORM
AND LEGAL EFFECT:

MARIO IGLESIAS
General Manager and Secretary to the Board

WHITNEY G. MCDONALD
District Legal Counsel

TO: BOARD OF DIRECTORS
REVIEWED: MARIO IGLESIAS
GENERAL MANAGER 
FROM: PETER V. SEVCIK, P.E.
DIRECTOR OF
ENGINEERING & OPERATIONS
DATE: APRIL 6, 2017

**AGENDA ITEM
D-4
APRIL 12, 2017**

**ADOPT RESOLUTION ACCEPTING
WATER LINE AND SEWER LINE EASEMENT
FOR TRACT 2441, APN 092-578-005**

ITEM

Consider adoption of resolution accepting water line and sewer line easement for Tract 2441, APN 092-578-005 [RECOMMEND ADOPT RESOLUTION].

BACKGROUND

A water line and sewer line easement is required for Tract 2441, APN 092-578-005, a 38 unit single-family subdivision at 676 Grande Avenue. In accordance with the District's requirements, the developer is required to provide the easement to the District prior to improvement plan approval and before a Will-Serve letter can be issued. The property owner has offered the attached easement to the District. The easement needs to be formally accepted by the Board before it can be recorded.

FISCAL IMPACT

Budgeted staff time was used to prepare this staff report.

STRATEGIC PLAN

Goal 6. GOVERNANCE AND ADMINISTRATION. Conduct District activities in an efficient, equitable and cost-effective manner.

RECOMMENDATION

Staff recommends that the Board adopt Resolution 2017-XXXX Accepting Tract 2441 Easement.

ATTACHMENTS

- A. Resolution 2017-XXXX Accepting Tract 2441 Easement
- B. Easement Deed – Resolution Exhibit A

April 12, 2017

ITEM D-4

ATTACHMENT A

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2017-XXXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ACCEPTING A WATER PIPELINE AND SEWER PIPELINE EASEMENT FROM
GRAY TRUST FOR TRACT 2441, APN 092-578-005**

WHEREAS, the Gray Trust (herein the "Owner") is the owner of certain real property identified as Tract 2441, Assessor Parcel Number 092-578-005 (herein the "Property"). The Property is situated within the Nipomo Community Services District (the "District") and is located at 676 Grande Avenue, Nipomo, California; and

WHEREAS, Owner is improving said Property including the construction of certain water and sewer pipelines and appurtenances that will be dedicated to the District for operation and maintenance; and

WHEREAS, Owner has offered to the District a water pipeline and sewer pipeline easement ("Easement") for Tract 2441(EXHIBIT A).

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE NIPOMO COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS AS FOLLOWS:

- 1) The above recitals and findings are true and correct and incorporated herein by reference.
- 2) That the attached easement dated March 29, 2017 for a waterline easement and sewer easement for Tract 2441 is hereby accepted and staff is ordered to record the attached easement (Exhibit A).

On the motion of Director _____, seconded by Director _____, and on the following roll call vote, to wit:

**AYES:
NOES:
ABSENT:
CONFLICTS:**

The foregoing resolution is hereby adopted this 12th day of April 2017.

DAN ALLEN GADDIS
President of the Board

ATTEST:

APPROVED AS TO FORM
AND LEGAL EFFECT:

MARIO IGLESIAS
General Manager and Secretary to the Board

WHITNEY G. MCDONALD
District Legal Counsel

April 12, 2017

ITEM D-4

ATTACHMENT B

RECORDING REQUESTED BY:
NIPOMO COMMUNITY SERVICES DISTRICT

WHEN RECORDED RETURN TO:
Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444

NO FEE PER GOVERNMENT CODE 6103

A portion of APN #: 092-578-005

**GRANT OF EASEMENT AND
AGREEMENT AFFECTING REAL PROPERTY**

Exhibits Incorporated by Reference:

Exhibit "A" – Real Property Legal Description
Exhibit "B" – Legal Description of Easement Granted to District
Exhibit "C" – Depiction of Easement Granted to District

**THIS GRANT OF EASEMENT AND AGREEMENT AFFECTING REAL
PROPERTY** (herein "Agreement") is entered into _____,
20____, by and between Gray Trust, (herein "Grantor") and the Nipomo
Community Services District, a political subdivision of the State of California,
(herein "Grantee" or "District") with reference to the following Recitals:

- A. Grantors own certain real property (herein "Real Property")
located within the Nipomo Community Services District, County of San Luis
Obispo, more particularly described below and depicted in Exhibit "A".
- B. Grantors are improving said Real Property including the
construction of certain utilities that will be dedicated to the District for operation
and maintenance ("District Facilities").
- C. Grantors desire to convey utility easements to Nipomo Community
Services District over portions of said Real Property for the purposes
referenced in this Agreement.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged the parties hereto agree as follows:

1. **GRANT OF EASEMENT**

Grantors, hereby grant and convey to the Nipomo Community Services District a utility easement (herein "Easement" or "Easement Area"), more particularly described in Exhibit "B" and as depicted in Exhibit "C".

2. **PURPOSE**

The purpose of the Easement is the present and future construction, reconstruction, operation, repair, and maintenance of District facilities, including water pipelines, sewer pipelines, and other utilities operated by the District, from and after said utilities are dedicated and accepted by the District (herein "District Facilities"), in such manner and size and with such accessory parts and structures, as the District or its successors in interests from time to time deem necessary.

3. **MAINTENANCE AND REPAIR**

It is anticipated by the parties that construction, repair, replacement and inspection of District facilities will be performed by District within said Easement Area. Therefore, Grantor(s) covenants, promises and agree as follows:

A. District shall have the right of ingress and egress for personnel, vehicles, and construction equipment to, from, and along the Easement Area at any time, without prior notice, including the right to use lanes, drives, rights-of-way, and roadways within the Real Property which now exist or which hereinafter may be constructed, as shall be convenient and necessary for the purpose of exercising the rights herein, and herein above, set forth.

B. The Grantor(s) shall not construct or permit others to construct utilities or improvements on, over, or under the Easement Area, such as retaining walls, fences, patios, trees and/or shrubs which could obstruct

District's access to the Easement Area, or cause damage to District Facilities contained within the Easement Area, without first receiving the written approval of District.

C. Grantor(s) shall remove improvements and or utilities constructed in violation of Paragraph B, above, immediately at Grantor's expense. If Grantors do not remove the improvements, District is authorized to enter the Easement Area and remove them. District shall charge all costs, including administrative costs, for the removal of said improvements to Grantors, individually and/or collectively.

D. Grantor(s), jointly and severally, agree to indemnify, defend, and hold harmless District and its agents and employees from any claims, suits, or losses of any kind (including attorney's fees and court costs) or any damages occurring to or within the Easement Area and/or any adjacent real or personal property due to District's exercise of its rights to remove improvements, pursuant to Paragraph C, above and/or the Districts construction, operation, repair and maintenance of District Facilities.

E. District has the right to enforce all reimbursement remedies described in Paragraphs C and D, above, by all means available to the District.

4. MISCELLANEOUS

A. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

B. In the event of any controversy, claim, or dispute relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

C. The obligations of Grantor(s) shall be considered for all purposes to be both covenants and conditions that shall run with the land and be binding

on the successors and assigns of the Grantor(s) and shall inure to the benefit of District and its successors and assigns.

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

E. This Easement and Agreement Affecting Real Property shall be recorded in the Official Records in the County Recorder's Office, San Luis Obispo County.

F. Recitals A through C are incorporated herein by reference as though set forth at length.

G. The Agreement shall be governed by the laws of the State of California. Any litigation regarding the Agreement or its contents shall be filed in the County of San Luis Obispo, if in state court, or in the federal court nearest to San Luis Obispo County, if in federal court.

5. AUTHORITY TO EXECUTE.

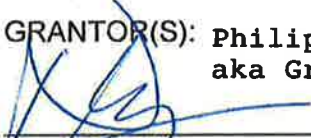
All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Grantor(s) hereby warrants that Grantor(s) shall not have breached the terms or conditions of any other contract or Agreement to which Grantor(s) is obligated, which breach would have a material effect hereon.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the date the District executes the Certificate of Acceptance.

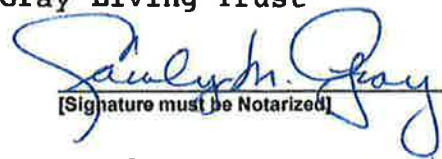
GRANTOR(S): Philip and Carolyn Gray Living Trust
aka Gray Trust



[Signature must be Notarized]

Philip D. Gray trustee

[Type or print name]



[Signature must be Notarized]

Carolyn M. Gray trustee

[Type or print name]

Date: 3-29-17

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)SS

COUNTY OF San Luis Obispo)

On March 29, 2017 before me, Malina Hansen, Notary Public, personally appeared

Philip D. Gray and Carolyn M. Gray

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

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

WITNESS my hand and official seal.

Signature Malina Hansen

This area for official notarial seal.



**CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE §2781**

This is to certify that the Nipomo Community Services District, Grantee, herein, by Board action on _____, 20____, accepts for public purposes the real property, or interest described in the foregoing Easement and Agreement, dated _____, 20____, from Grantors, and consents to the recordation thereof.

Nipomo Community Services District

By: _____
Name: Dan Allen Gaddis
Title: President

ATTEST:

Mario Iglesias, General Manager and Secretary
Nipomo Community Services District

EXHIBIT A

Legal Description

Lot 15 of the Mesa Grande Tract, in the County of San Luis Obispo, State of California, according to map recorded September 19, 1887 in Book A, Page 18 of Maps, in the office of the County Recorder of said county.

Terence K. Orton
Terence K. Orton
PE 21,807
12/10/14



Legal Description

Being a portion of Lot 15 of the Mesa Grande Tract, in the County of San Luis Obispo, State of California, according to map recorded September 19, 1887 in Book A, Page 18 of Maps, in the office of the County Recorder of said county.

Parcel 1 Proposed Street

Beginning at a point which lies on the easterly right of way of Blume Street as shown on said Book A, Page 18 at the westerly corner of said Lot 15; thence along the northerly line of said Lot 15 with a bearing of North 55°54'40" East a distance of 370.43 feet to the northerly corner of said Lot 15; thence along the easterly line of said Lot 15 with a bearing of South 34°19'43" East a distance of 40.00 feet; thence leaving said easterly line of Lot 15 on a line parallel to the said northerly line of said Lot 15 with a bearing of South 55°54'40" West a distance of 269.81 feet to a point hereinafter known as point "A"; thence continuing on said parallel line South 55°54'40" West a distance of 79.59 feet to a tangent 20.00 foot radius curve concave easterly; thence westerly along said curve through a central angle of 90°10'53" and an arc length of 31.48 to a point; thence North 35°13'27" West a distance of 60.08 feet to the point of beginning.

Parcel 2 Proposed Loop Street

Beginning at the point "A" as previously identified in Parcel 1; thence with a bearing of South 34°19'43" East a distance of 47.58 feet to a tangent 30.00 foot radius curve concave northeasterly; thence southeasterly along said curve through a central angle of 21°53'47" and an arc length of 11.46 feet to a point of reversed curvature with a 30.00 foot radius curve concave southwesterly; thence along said curve southeasterly through a central angle of 21°58'35" and an arc length of 11.51 feet; thence tangent to said curve South 34°14'54" East a distance of 167.31 feet to the beginning of a tangent 55.00 foot radius curve concave northeasterly; thence southerly and easterly along said curve through a central angle of 86°32'33" and an arc length of 83.07 feet to point; thence tangent to said curve North 59°12' 32" East a distance of 3.78 feet to a tangent 5.00 foot radius curve concave southerly; thence easterly along said curve through a central angle of 59°59'56" and an arc length of 5.24 feet to a point of reversed curvature with a 5.00 foot radius curve concave northerly; thence along said curve easterly through a central angle of 60°00'06" and an arc length of 5.24 feet; thence tangent to said curve North 59°12'23" East a distance of 47.53 feet to a tangent 5.00 foot radius curve concave northerly; thence easterly along said curve through a central angle of 59°59'54" and an arc length of 5.24 feet to a point of reversed curvature with a 5.00 foot radius curve concave southerly; thence along said curve easterly through a central angle of 59°26'09" and an arc length of 5.19 feet to a point of reversed curvature with a 49.00 foot radius curve concave westerly; thence along said curve easterly and northerly through a central angle of 92°58'20" and an arc length of 79.51 feet; thence tangent to said curve North 34°19'43" West a distance of 174.95 feet to a tangent 47.00 foot radius curve concave southwesterly; thence northwesterly along said curve through a central angle of

14°11'44" and an arc length of 11.64 feet to a point of reversed curvature with a 73.00 foot radius curve concave northeasterly; thence along said curve northwesterly through a central angle of 14°11'44" and an arc length of 18.09 feet; thence tangent to said curve North 34°19'43" West a distance of 42.48 feet to a point on Parcel 1; thence easterly along said Parcel 1, North 55°54'40" East 21.00 feet; thence leaving said Parcel 1 South 34°19'43" East 15.97 feet to a tangent 50.00 foot radius curve northeasterly; thence southeasterly along said curve through a central angle of 24°39'38" and an arc length of 21.52 feet to a point of reversed curvature with 45.00 radius curve concave southwesterly; thence southerly along said curve through a central angle of 24°39'38" and an arc length of 19.37 to a point; thence tangent to said curve South 34°19'43" East a distance of 191.16 feet to the beginning of a 75.00 foot radius curve concave northwesterly; thence southerly and westerly along said curve through a central angle of 93°32'15" an arc length of 122.44 feet; thence tangent to said curve, South 59°12'32" West a distance of 68.09 feet to a tangent 81.00 foot radius curve concave northeasterly; thence westerly along said curve through a central angle of 86°32'33" and arc length of 122.35 feet to a point hereinafter known as point "B"; thence tangent to said curve North 34°14'54" West a distance of 140.69 feet to tangent 50.00 foot radius curve concave northeasterly; thence northwesterly along said curve through a central angle of 06°44'45" an arc length of 5.89 feet to a point of reversed curvature with a 50.00 radius curve concave southwesterly; thence northwesterly along said curve through a central angle of 06°49'33" an arc length of 5.96 feet; thence tangent to said curve North 34°19'43" West a distance of 84.85 feet to the southerly line of Parcel 1; thence along said line of Parcel 1 North 55°54'40" East a distance of 21.00 feet to Point A and the point of beginning of Parcel 2.

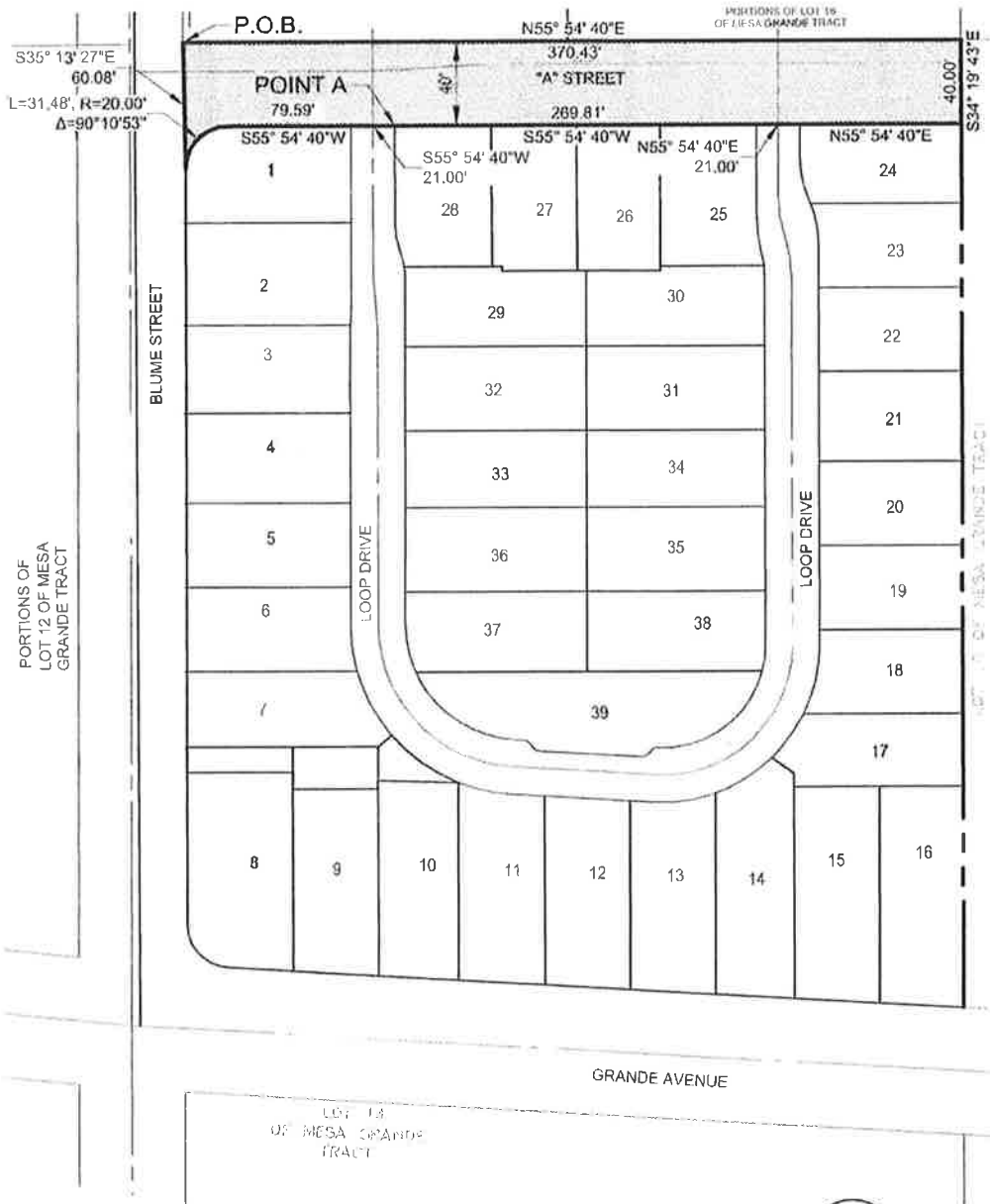
Parcel 3

Beginning at the point "B" as previously identified in Parcel 2; thence southeasterly along said Parcel 2, being an 81.00 foot radius curve concave northeasterly, through a central angle of 7°41'48" an arc distance of 10.88 feet to the point of beginning of Parcel 3; thence with a bearing of South 34°39'15" East a distance of 41.21 feet; thence with a bearing of South 55°54'40" West a distance of 18.00 feet; thence with a bearing of South 34°05'20" East a distance of 2.00 feet; thence with a bearing of South 55°54'40" West a distance of 39.00 feet; thence with a bearing of North 34°05'20" West a distance of 4.00 feet; thence with a bearing of South 55°54'40" West a distance of 22.00 feet to the easterly right of way of Blume Street; thence along said right of way South 34°16'13" East a distance of 20.00 feet; thence with a bearing of North 55°54'40" East a distance of 49.95 feet; thence with a bearing of South 34°19'43" East a distance of 8.00 feet; thence with a bearing of North 55°54'40" East a distance of 40.67 feet; thence with a bearing of North 34°19'43" West a distance of 4.00 feet; thence with a bearing of North 57°16'53" East a distance of 38.01 feet to a point on the southerly line of easement 2, being on an 81.00 foot radius curve concave northeasterly, a radial to point bears South 12°15'12" East; thence westerly and northerly along said curve through a central angle of 60°18'30" an arc length of 85.26 feet to the point of beginning of Parcel 3.


Terence K. Orton
PE 21,807



EXHIBIT C



PARCEL 1



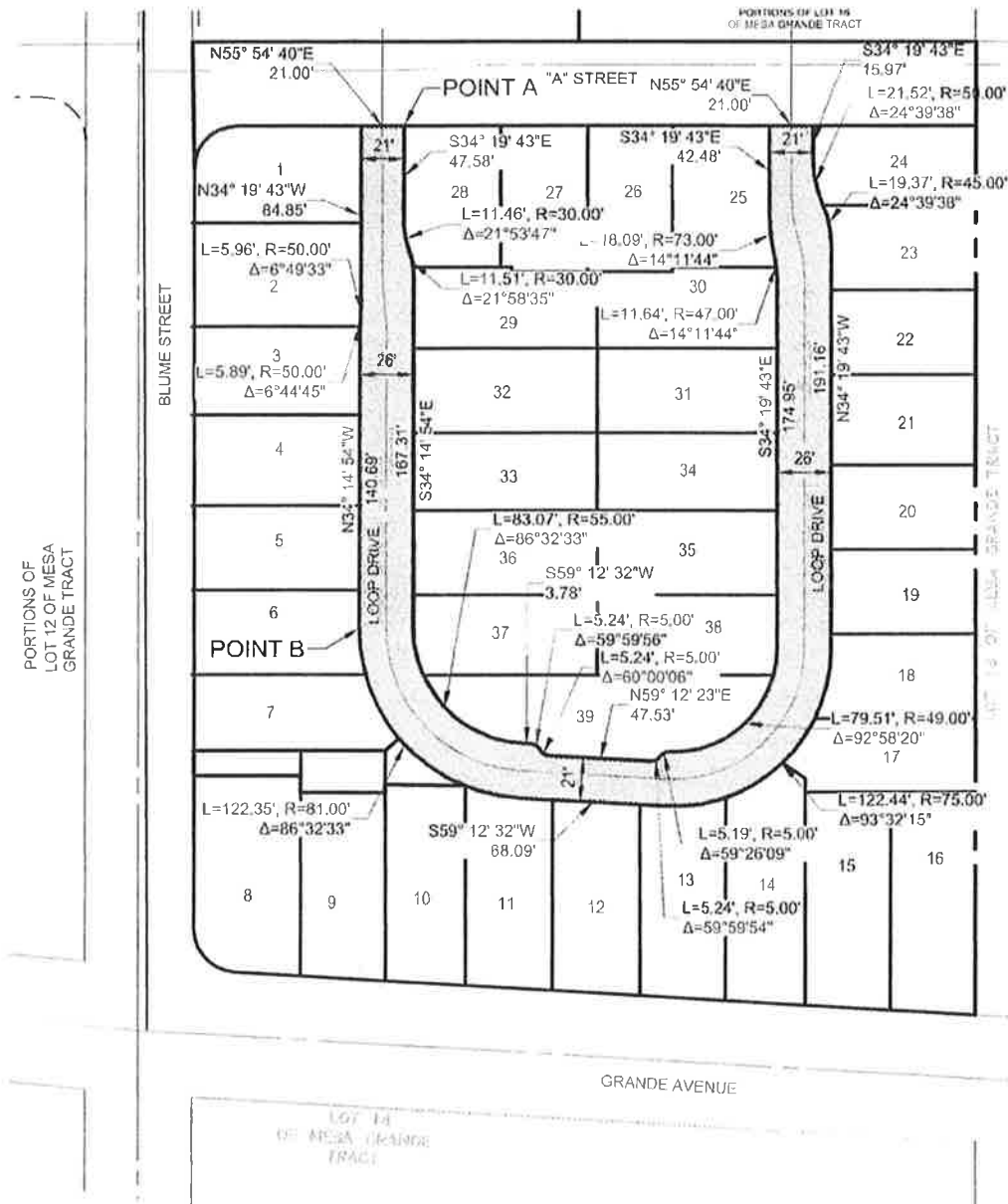
SCALE: 1"=80'

Water and Sewer Easement

ORTON ENGINEERING, INC
 1457 BLACKBERRY AVE
 ARROYO GRANDE, CA, 93420
 (805) 441-0167

EXHIBIT C
 LEGAL EXHIBIT TRACT 2441
 COUNTY OF SAN LUIS OBISPO, CA
 GREY TRUST

EXHIBIT C



PARCEL 2



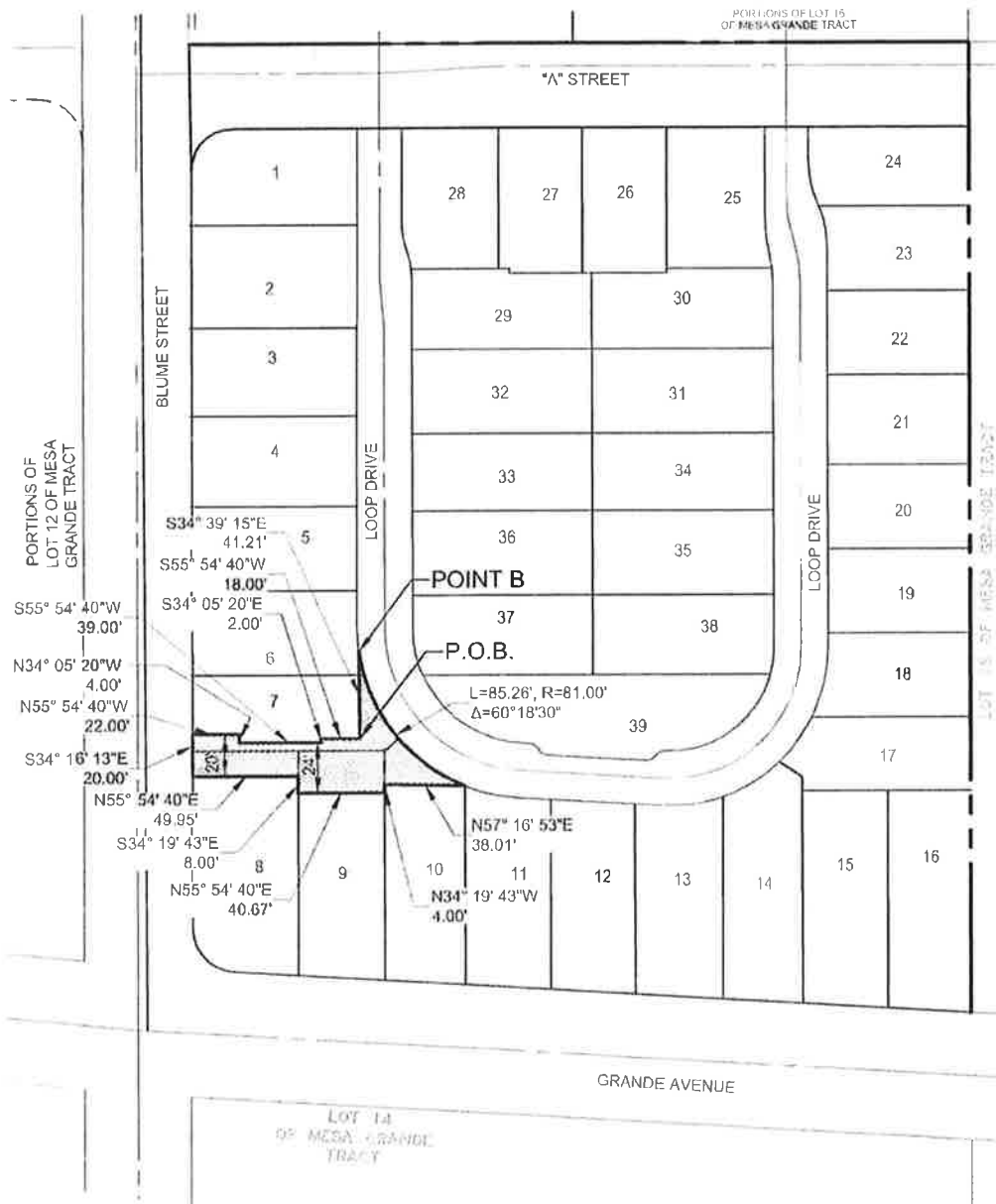
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Water and Sewer Easement

ORTON ENGINEERING, INC
 1457 BLACKBERRY AVE
 ARROYO GRANDE, CA. 93420
 (805) 441-0167

EXHIBIT C
 LEGAL EXHIBIT TRACT 2441
 COUNTY OF SAN LUIS OBISPO, CA
 GREY TRUST

EXHIBIT C



PARCEL 3



SCALE: 1"=80'

Water and Sewer Easement

ORTON ENGINEERING, INC

1457 BLACKBERRY AVE
 ARROYO GRANDE, CA 93420
 (805) 441-0167

EXHIBIT C

LEGAL EXHIBIT TRACT 2441
 COUNTY OF SAN LUIS OBISPO, CA
 GREY TRUST