

SAUSALITO-MARIN CITY SANITARY DISTRICT

RESOLUTION NO. 1000

RESOLUTION ACCEPTING EASEMENT DEED AND AUTHORIZING  
EXECUTION OF EASEMENT AGREEMENT WITH THE COUNTY OF MARIN  
FOR APN 052-181-09

The District Board of Sausalito-Marín City Sanitary District finds and determines as follows:

**WHEREAS**, The County of Marin (County) acquired property from the State of California (Caltrans) by Director's Deed recorded on June 13, 2014 as document number 2013-0040434 know as APN 052-181-09 along State Highway 1 near the Manzanita Park and Ride in Mill Valley; and

**WHEREAS**, the Sausalito-Marín City District (SMCSD) had a recorded underground pipeline easement for APN 052-181 with Caltrans for the benefit of the SMCSD; and

**WHEREAS**, the County has agreed to execute an Easement Deed and Agreement with SMCSD to provide SMCSD real property rights to operate and maintain its underground pipeline and facilities (Exhibit A); and

**NOW, THEREFORE, BE IT RESOLVED** that the SMCSD Board of Directors finds that acceptance of the easement is in the best interest of the District in order to operate and maintain its underground pipeline and facilities; and

**FURTHER, BE IT RESOLVED** that the President of the Board of Directors is hereby authorized to accept the Easement Deed and sign said Easement Agreement on behalf of the SMCSD.

I certify that the foregoing Resolution was duly and regularly adopted by the Board of Directors of the Sausalito-Marín City Sanitary District, Marin County, California, at a meeting held on June 20, 2014, by the following vote.

**AYES**, and in favor thereof, Directors: Arnott, Beers, DeLano, Rheiner, Ring

**NOES**, Directors:

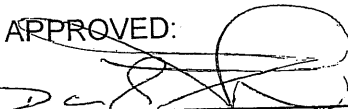
**ABSTAIN**, Directors:

**ABSENT**, Directors:



Craig Justice,  
Acting District Secretary  
Sausalito-Marín City Sanitary District

APPROVED:



Dan Rheiner, President

Recording Requested by  
and when Recorded, return to:

Sausalito-Marín City Sanitary District  
1 East Road  
Sausalito, CA 94965

EXEMPT FROM RECORDING FEES PER  
GOVERNMENT CODE §6103, 27383

DUPLICATE  
COPY

(SPACE ABOVE THIS LINE RESERVED FOR RECORDERS USE)

APN: 052-181-09 (Portion)

### PIPELINE AND ACCESS EASEMENT AGREEMENT

THIS PIPELINE AND ACCESS EASEMENT AGREEMENT (this "Agreement") is entered into as of MAY 13, 2014, by and between County of Marin, a political subdivision of the State of California ("Grantor") pursuant to Resolution #2014-34, attached hereto and made a part hereof and the Sausalito-Marín City Sanitary District of Marin County, a public entity ("District"). Grantor and District are hereinafter referred to collectively as the "Parties."

### RECITALS

A. Grantor is the fee owner of that certain real property located in Marin County, California by deed recorded June 13, 2013 as instrument number 2013-0040434 also known as Marin County Assessor's Parcel Number 052-181-09; and

B. In order to provide for the maintenance, repair and operation of the existing underground sanitary sewer facilities and appurtenances, (which include, sewer pipelines and connections, manholes, valves and boxes, pump connections and flow meters which are hereinafter referred to as "Facilities"), Grantor has agreed to provide a permanent, irrevocable and non-exclusive easement to District in the area described and depicted in Exhibits A and B, which are attached to this Agreement and incorporated herein by reference (collectively, the "Easement Area"), together with the right of ingress and egress to the Easement Area for the purpose of installing, reconstructing, maintaining, repairing and operating said Facilities but not the use of Grantor's adjacent land for construction staging, equipment and material storage, and related purposes without prior consent by Grantor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

District Certificate of Acceptance attached hereto

10096

1. Grant of Easement. Grantor hereby grants a permanent, irrevocable and non-exclusive easement to District (the "Easement") located in the Easement Area upon the terms and conditions set forth in this Agreement.

Grantor further grants to District the right to use the Easement Area for such maintenance, repair, operation, alteration, replacement and removal of Facilities as may be reasonably necessary upon first contacting the Grantor, unless there is an emergency.

2. Character of Easement; Binding upon Successors. The Easement is non-exclusive but is expressly for the benefit of the District for its Facilities, and is binding upon Grantor and its successors in interest.

3. Duration. The Easement is perpetual in duration unless the Parties mutually agree in writing to terminate the Easement. In the event of such mutual termination, each Party agrees to execute and record such documents and to undertake such other actions as may be necessary to effectuate such termination. Upon such termination, all rights and obligations of the Parties hereunder pertaining to such terminated Easement will also terminate.

4. Maintenance. Grantor may at Grantor's sole expense without reimbursement, keep the surface of the Easement Area free of litter, debris and refuse. District shall, at District's sole expense without reimbursement, maintain the underground Easement Area improvements consisting of District's Facilities (the "Easement Area Improvements") located in the Easement Area. In the event the surface of Easement Area requires repair as a result of District's use, District shall restore the surface, as near as possible, to its prior condition.

5. No Barriers. The Parties agree that no wall, fence or barrier of any kind which impairs or impedes access to, or use of, the Easement may be constructed or maintained on or within to the Easement Area, nor may the Parties do anything which will prevent, impair or discourage the use or exercise of the Easement or the free access and movement across the Easement Area. In all cases, the Parties agree to use best efforts to minimize disruption in use of the Easement area and to take all reasonable measures to ensure access to the Easement Area.

6. Indemnity. The District shall indemnify, defend and hold harmless Grantor (and its successors and assigns) from and against any and all claims, demands, liabilities, judgments, losses, costs and expenses (including reasonable attorneys' fees and expenses) arising from or related to the District's construction or maintenance of the Easement Area Improvements or use of the Easement Area including, but not limited to, any damage to property or injury to any person, except to the extent the same are caused by Grantor's gross negligence or willful misconduct.

7. Miscellaneous.

7.1 No Joint Venture. No provision of this Agreement shall be deemed to constitute the Parties as partners, principal and agent, or joint venturers with one another.

7.2 No Waiver. No waiver of, acquiescence in, or consent to any breach of any term, covenant or condition hereof shall be construed as, or constitute a waiver of, acquiescence in, or consent to, any other, further or succeeding breach of the same or any other term, covenant or condition.

7.3 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

- i. personal delivery, in which case notice is effective upon delivery;
- ii. certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
- iii. nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;
- iv. facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a nonbusiness day.

DISTRICT: Sausalito-Marin City Sanitary District  
P.O. Box 39  
Sausalito, CA 94966  
Attn: General Manager.

GRANTOR: County of Marin  
Department of Public Works  
Real Estate Division  
P. O. Box 4186  
San Rafael, CA 94913-4186

7.4 Governing Law: Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Any action to enforce or interpret this Agreement shall be filed in the Superior Court of Marin County, California or in the Federal Agency Court for the Northern District of California.

7.5 Severability. If any term, provision, covenant or condition contained in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall continue in full force and effect.

7.6 Attorneys' Fees. In any action at law or in equity, arbitration or other proceeding arising between the parties in connection with this Agreement, the parties shall each bear their own attorney fees and costs.

7.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, and all of which taken together shall constitute one and the same instrument.

\*\*\* Signature Page Follows\*\*\*

IN WITNESS WHEREOF, the Parties have executed this Easement Agreement as of the date first written above.

COUNTY OF MARIN

By:   
Kathrin Sears, President  
Board of Supervisors

Date: 5/13/14

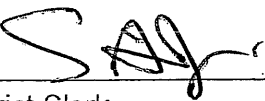
ATTEST:   
Deputy Clerk

SAUSALITO-MARIN CITY SANITARY DISTRICT OF MARIN COUNTY  
a public entity

By: 

Title: Board President

Date: 7/7/2014

ATTEST:   
District Clerk

**SIGNATURES MUST BE NOTARIZED.**

**RESOLUTION NO. 2014-34**  
**RESOLUTION OF THE MARIN COUNTY BOARD OF SUPERVISORS**  
**AUTHORIZING EXECUTION OF EASEMENT DEED TO**  
**SAUSALITO-MARIN CITY SANITARY DISTRICT**

**WHEREAS**, the County of Marin (County) acquired property from the State of California (Caltrans) by Director's Deed recorded on June 13, 2013 as document number 2013-0040434 known as APN 052-181-09 along State Highway 1 near the Manzanita Park and Ride in Mill Valley; and

**WHEREAS**, said land was previously encumbered with underground pipelines by an unrecorded encroachment permit with Caltrans for the benefit of Sausalito-Marin City Sanitary District (District); and

**WHEREAS**, upon conveyance of the property to the County, the Caltrans encroachment permit expired; and

**WHEREAS**, County has agreed to execute an easement to District to provide District with real property rights to operate and maintain its underground pipeline and facilities; and

**WHEREAS**, pursuant to California Government Code §25526.6 the Marin County Board of Supervisors, may grant or otherwise convey an easement to the District upon a finding that the conveyance is in the public interest and that the easement will not substantially conflict; and

**WHEREAS**, staff had determined prior to the acquisition by County that it is in the best interest of the public to convey said easement to the District and the easement will not conflict or interfere with the use of the property by the County.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors finds that the conveyance of said easement is in the public interest and will not substantially conflict or interfere with the use of the property by the County; and

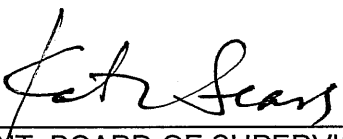
**FURTHER, BE IT RESOLVED** that the President of this Board of Supervisors is hereby authorized to sign said Easement Deed on behalf of the County of Marin.

**PASSED AND ADOPTED** at a regular meeting of the Board of Supervisors of the County of Marin held on this 13th day of May, 2014, by the following vote:

AYES: SUPERVISORS Judy Arnold, Susan L. Adams, Steve Kinsey, Katie Rice,  
Kathrin Sears

NOES: NONE

NOES: NONE

  
\_\_\_\_\_  
PRESIDENT, BOARD OF SUPERVISORS

ATTEST:

  
\_\_\_\_\_  
DEPUTY CLERK

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

State of California

County of MARIN

On 5/13/14 before me, Jeanine Michaels Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared KATHERIN SOARS  
Name(s) of Signer(s)

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: [Handwritten Signature]  
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(s)**

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

Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_

Individual  Individual

Partner —  Limited  General  Partner —  Limited  General

Attorney in Fact  Attorney in Fact

Trustee  Trustee

Guardian or Conservator  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

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



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Pipeline and Access Easement Agreement dated 5/13/14, from County of Marin to the Sausalito-Marín City Sanitary District, a public entity ("District") is hereby accepted by the undersigned on behalf of the District pursuant to authority conferred by Resolution No. 1000, adopted by the District on 6/20/2014, and that the District consents to recordation of the 2013-0040434 Pipeline and Access Easement Agreement by its duly authorized officer.

Date: 7/7/2014

By:  \_\_\_\_\_

Title: Board President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Marin

On 07/07/2014 before me, Philip Greyling, notary

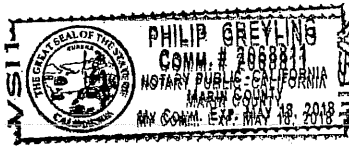
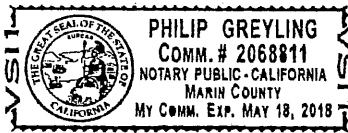
personally appeared Dan John Rheiner II

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: Philip Greyling



Place Notary Seal Above

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(s)

Signer's Name: Signer's Name:

Corporate Officer - Title(s): Corporate Officer - Title(s):

Individual Individual

Partner - Limited General Partner - Limited General

Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: Other:

Signer Is Representing: Signer Is Representing:

EXHIBIT A  
LEGAL DESCRIPTION  
SAUSALITO-MARIN CITY SANITARY DISTRICT  
SANITARY SEWER EASEMENT

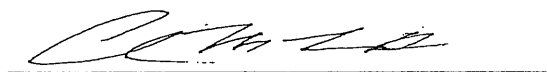
A portion of Parcel 3 as described in the Grant Deed to the State of California recorded September 16, 1955 in Volume 971, Page 511, Official Records of Marin County, more particularly described as follows:

BEGINNING at the intersection of southeasterly prolongation of the general northeasterly line of said PARCEL 3 with the centerline of Owyhee Street shown on that certain map entitled, "Official Map of Lands of the Sausalito Land and Ferry Company", filed for record April 26, 1869 in Rack 1 of maps, Pull 9, Records of Marin County; thence, along said centerline of Owyhee Street, South 51°38'11" West, 13.73 feet; thence, along the southerly line of the parcel of land described in the Deed to the County of Marin, recorded June 13, 2013 in Doc. 2013-0040434, Official Records of Marin County, North 73°17'32", 18.42'; thence along a tangent curve to the right, having a radius of 1200.00 feet, through a central angle of 5°18'49", an arc length of 111.29 feet; thence leaving said southerly line of said County parcel (Doc. 2013-0040434), from a radial line that bears South 8°52'05" West, northwesterly along a curve to the right, having a radius of 672.52 feet, through a central angle of 3°34'59", an arc length of 42.06 feet; thence North 57°32'56" West, 70.04 feet; thence along a tangent curve to the left, having a radius of 221.64 feet, through a central angle of 4°48'09", an arc length of 18.58 feet to a point on said southerly line of said County parcel (Doc. 2013-0040434); thence along said southerly line from a radial line that bears North 71°25'55" West, northerly along a curve to the right, having a radius of 34.35 feet, through a central angle of 4°30'19", an arc distance of 2.70 feet; thence North 52°19'00" West, 58.69 feet; thence leaving said southerly line of said County parcel (Doc. 2013-0040434), from a radial line that bears North 13°43'58" East, southeasterly along a curve to the right, having a radius of 241.64 feet, through a central angle of 18°43'06", an arc length of 78.94 feet; thence South 57°32'56" East, 70.04 feet; thence along a tangent curve to the left, having a radius of 652.52 feet, through a central angle of 13°09'57", an arc length of 149.94 feet; thence North 48°58'26" East, 2.25 feet to a point on the northerly line of said County parcel (Doc. 2013-0040434); thence along said northerly line from a radial line that bears South 20°58'45" West, southeasterly along a curve to the left, having a radius of 698.00 feet; through a central angle of 1°57'50", an arc length of 23.92 feet to the POINT OF BEGINNING.

Said parcel containing an area of 5,068 square feet (0.12 acres), more or less.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

Prepared by me or under my direction:



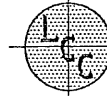
LCC, INC. - CIVIL ENGINEERS / LAND SURVEYORS  
930 ESTUDILLO STREET  
MARTINEZ, CA 94553  
925-228-4218



04/01/2014  
Date

**EXHIBIT B**  
**SHEET 1 OF 1**  
**SMCSD - SANITARY SEWER EASEMENT**  
**PLAT MAP**  
**TO ACCOMPANY LEGAL DESCRIPTION**

PORTION OF  
 APN 052-181-09  
 MARIN COUNTY  
 CALIFORNIA

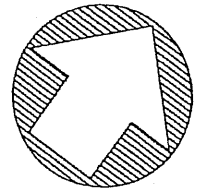


Leptien, Cronin, Cooper, Morris & Poore, Inc.  
 dba LCC, Inc.  
 Civil Engineering - Land Surveying

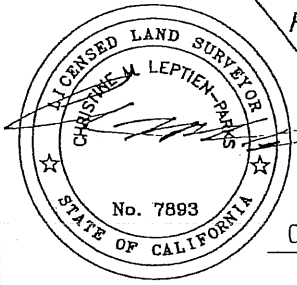
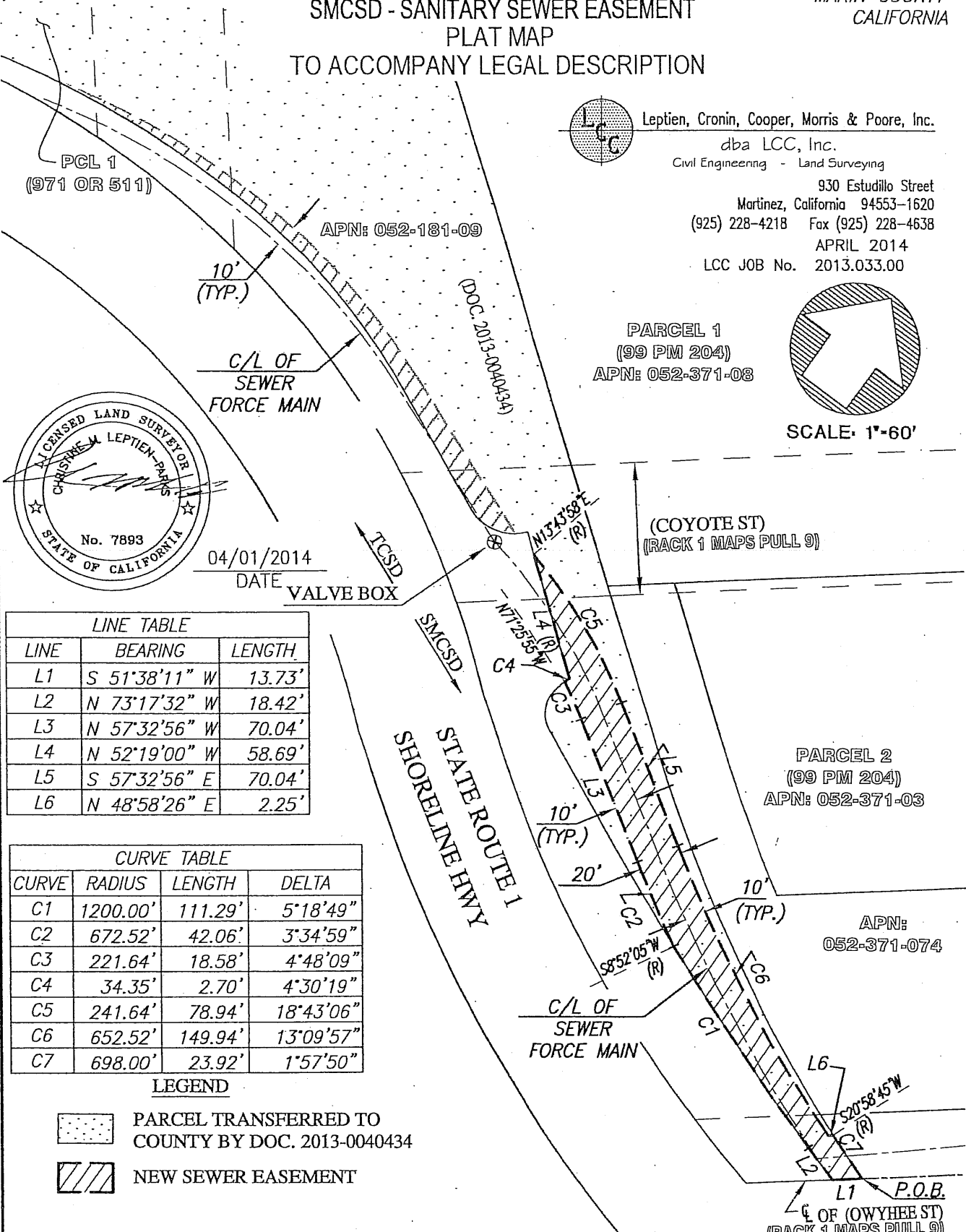
930 Estudillo Street  
 Martinez, California 94553-1620  
 (925) 228-4218 Fax (925) 228-4638

APRIL 2014  
 LCC JOB No. 2013.033.00

**PARCEL 1**  
 (99 PM 204)  
 APN: 052-371-08



**SCALE: 1"=60'**



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 51°38'11" W	13.73'
L2	N 73°17'32" W	18.42'
L3	N 57°32'56" W	70.04'
L4	N 52°19'00" W	58.69'
L5	S 57°32'56" E	70.04'
L6	N 48°58'26" E	2.25'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	1200.00'	111.29'	5°18'49"
C2	672.52'	42.06'	3°34'59"
C3	221.64'	18.58'	4°48'09"
C4	34.35'	2.70'	4°30'19"
C5	241.64'	78.94'	18°43'06"
C6	652.52'	149.94'	13°09'57"
C7	698.00'	23.92'	1°57'50"

- LEGEND**
- PARCEL TRANSFERRED TO COUNTY BY DOC. 2013-0040434
  - NEW SEWER EASEMENT

C:\2013.033.00 SMCSD Sewer Line Easements (ARWS)\Drawings\2013-033 SMCSD Sewer Line Easements BOUNDARY.dwg, 4/1/2014 6:15:41 PM, Xerox 7630 PCL6