

RESOLUTION No. 2022-2242

**A RESOLUTION AUTHORIZING EXECUTION OF A
CERTIFICATE OF ACCEPTANCE OF EASEMENT
APN 175-250-03, SAN RAFAEL**

LAS GALLINAS VALLEY SANITARY DISTRICT

WHEREAS, Guide Dogs for the Blind, Inc. has dedicated a sewer easement being a portion of that parcel of land described in the grant deed to Guide Dogs for the Blind, Inc., recorded in Book 513 at Page 364, Marin County Records, being more particularly described and set forth in Exhibits "A" through "B" which are attached hereto and incorporated by reference herein, in favor of the District for the rerouting of the existing sewer crossing said property;

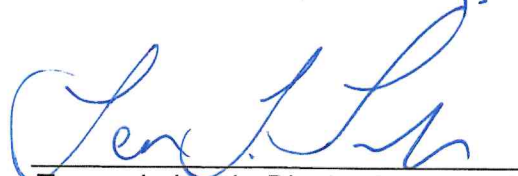
WHEREAS, the sewer includes an easement for paved access road for maintenance of the new sanitary sewer; and

WHEREAS, the District Engineer has reviewed the easement and found the metes and bounds to be satisfactory.

NOW, THEREFORE, the Board of Directors of the Las Gallinas Valley Sanitary District, herein, accepts the easement and approves recordation of the Certificate of Acceptance of Grant of Interest in Real Property with the Marin County Recorder, which is attached hereto and incorporated by reference herein.

I hereby certify that the forgoing is a full, true, and correct copy of a resolution duly and regularly passed and adopted by the Board of Directors of the Las Gallinas Valley Sanitary District, Marin County, California, at a meeting thereof held on April 7, 2022, by the following vote of the members thereof:

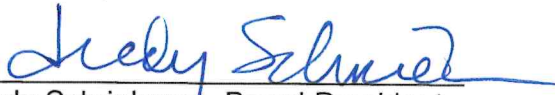
AYES, and in favor thereof, Members: *Clark, Ford, Murray, Schickma, Yeaman*
NOES, Members: *None.*
ABSENT, Members: *None.*
ABSTAIN, Members: *None.*

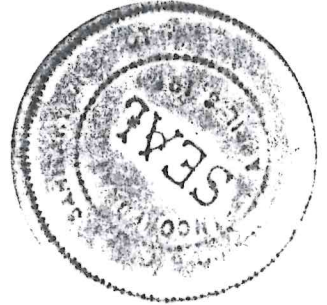


Teresa L. Lerch, District Secretary
Las Gallinas Valley Sanitary District

APPROVED:

(seal)


Judy Schriebman, Board President
Las Gallinas Valley Sanitary District



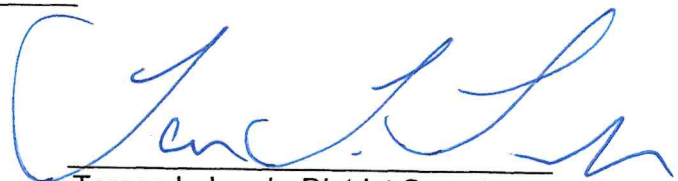
WHEN RECORDED RETURN TO:
Las Gallinas Valley Sanitary District
101 Lucas Valley Road, Suite 300
San Rafael, CA 94903

AREA: Los Ranchitos Road, San Rafael
APN: 175-250-03

**CERTIFICATE OF ACCEPTANCE OF GRANT
OF INTEREST IN REAL PROPERTY**

THIS IS TO CERTIFY that the easement over real property conveyed by the attached **EASEMENT DEED** dated April 11, 2022 from **GUIDE DOGS FOR THE BLIND, INC.**, to **LAS GALLINAS VALLEY SANITARY DISTRICT**, a California special district created pursuant to Health & Safety Code Sec. 6400 et seq., is hereby accepted by order of Las Gallinas Valley Sanitary District's Board of Directors and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: April 11, 2022

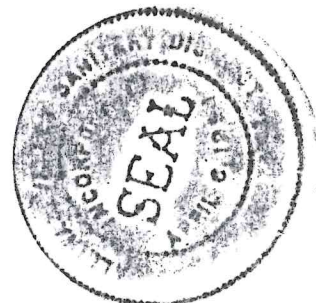


Teresa L. Lerch, District Secretary
Las Gallinas Valley Sanitary District

APPROVED:

(seal)


Judy Schriebman, Board President
Las Gallinas Valley Sanitary District



10
FD
KM MM

RECORD WITHOUT FEE
PER G.C. 27383



2022-0018480

Recorded
Official Records
County of
Marin
SHELLY SCOTT
Assessor-Recorder
County Clerk

REC FEE 0.00
CONFORMED COPY 0.00

10:48AM 04-May-2022

a
Page 1 of 10

Recording Requested by:
Las Gallinas Valley Sanitary District

WHEN RECORDED MAIL TO:
Las Gallinas Valley Sanitary District
Attention: General Manager
101 Lucas Valley Road, Suite 300
San Rafael, CA 94903

Value less than \$100.

APN: 175-250-03

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF EASEMENT FOR UNDERGROUND UTILITIES

GUIDE DOGS FOR THE BLIND, INC., a California nonprofit public benefit corporation ("Grantor") hereby grants to LAS GALLINAS VALLEY SANITARY DISTRICT, a California special district created pursuant to Health & Safety Code Sec. 6400 et seq. ("Grantee") the following easements situate in the County of Marin, State of California, more particularly described in Exhibit "A" and "B" hereto attached and by reference incorporated herein.

To have and to hold said easement for the purpose of acquiring, constructing, completing, reconstructing, repairing, maintaining and operating underground sanitary sewers and appurtenances for said District, together with the right of ingress and egress therefor.

Grantor hereby shall not place or construct, nor allow a third party to place or construct, any building or other permanent structures, or construct any other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities, without the Grantee's prior written approval; provided, however, paving, driveways, gutters and related improvements may be constructed over the easement areas without Grantee's prior written consent.

Grantor shall maintain ingress and egress to easement area via the existing man gates. Grantor may modify or replace the existing man gates without the consent of Grantee as long as extent of ingress and egress to the easement area is not materially changed. Material changes in the ingress and egress to the easement area, or the extent of access to the easement area via man gates is subject to Grantee's prior written consent. Such consent shall not be unreasonably withheld.

Grantor shall maintain the easement areas, including but not limited to the maintenance and repair of the access road, man gates, and fencing at all times in good condition, subject to reasonable wear and tear and events of casualty, condemnation, and force majeure. Both Grantor and Grantee shall have reasonable access to the easement area from time to time, as is necessary to carry out their duties and obligations under this agreement.

Grantor shall not park or permit standing vehicles of any kind within the easement area described in Exhibit "A", except on a temporary basis in connection with maintenance and repair.

Grantee shall have no responsibility or liability of any kind whatsoever in conjunction with the use or maintenance of the utility easement or right-of-way, provided Grantee shall use the easement area in accordance with a commercially reasonable standard of care and applicable laws and any work performed by Grantee shall be performed lien-free. Grantor agrees to indemnify, defend and hold Grantee harmless from any and all liabilities including, but not limited to, costs, losses, orders, liens, penalties, claims, demands, damages, expenses, litigation costs and attorney's fees which it may incur as a consequence of this Grant of Easement for Underground Utilities to the extent arising from any and all claims and losses to anyone who may be injured or damaged by reason of Grantor's, their agents, employees, contractors, successors or assigns, willful misconduct, negligence or wrongful acts or omissions in the use of the easement areas.

This agreement, and the easement granted herein, shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, transferees and assigns of Grantor (as the owner of the easement area) and the Grantee, and the easements shall be considered a covenants running with the land.

This agreement shall be governed by and construed in accordance with the laws of the State of California. To Grantor's knowledge, there is no litigation pending with respect to the property as of the date Grantor signed the Agreement that would interfere with the rights granted herein.

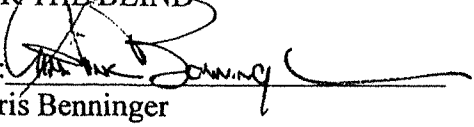
It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representation of any kind made between the Grantor and Grantee.

This agreement may be amended or modified only by written agreement of all parties. This agreement supersedes all prior discussions, negotiations, agreements and memoranda whether oral or written.

IN WITNESS WHEREOF, Grantor and Grantee hereby execute this Grant of Easement for Underground Utilities.


GRANTOR:

GUIDE DOGS
FOR THE BLIND

By: 
Chris Benninger
President & CEO

GRANTEE:

LAS GALLINAS VALLEY
SANITARY DISTRICT

By: 
Judy Schriebman, Board President

Recording Requested by:
Las Gallinas Valley Sanitary District

WHEN RECORDED MAIL TO:
Las Gallinas Valley Sanitary District
Attention: General Manager
101 Lucas Valley Road, Suite 300
San Rafael, CA 94903

APN: 175-250-03

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF EASEMENT FOR UNDERGROUND UTILITIES

GUIDE DOGS FOR THE BLIND, INC., a California nonprofit public benefit corporation (“Grantor”) hereby grants to LAS GALLINAS VALLEY SANITARY DISTRICT, a California special district created pursuant to Health & Safety Code Sec. 6400 et seq. (“Grantee”) the following easements situate in the County of Marin, State of California, more particularly described in Exhibit “A” and “B” hereto attached and by reference incorporated herein.

To have and to hold said easement for the purpose of acquiring, constructing, completing, reconstructing, repairing, maintaining and operating underground sanitary sewers and appurtenances for said District, together with the right of ingress and egress therefor.

Grantor hereby shall not place or construct, nor allow a third party to place or construct, any building or other permanent structures, or construct any other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities, without the Grantee’s prior written approval; provided, however, paving, driveways, gutters and related improvements may be constructed over the easement areas without Grantee’s prior written consent.

Grantor shall maintain ingress and egress to easement area via the existing man gates. Grantor may modify or replace the existing man gates without the consent of Grantee as long as extent of ingress and egress to the easement area is not materially changed. Material changes in the ingress and egress to the easement area, or the extent of access to the easement area via man gates is subject to Grantee’s prior written consent. Such consent shall not be unreasonably withheld.

Grantor shall maintain the easement areas, including but not limited to the maintenance and repair of the access road, man gates, and fencing at all times in good condition, subject to reasonable wear and tear and events of casualty, condemnation, and force majeure. Both Grantor and Grantee shall have reasonable access to the easement area from time to time, as is necessary to carry out their duties and obligations under this agreement.

Grantor shall not park or permit standing vehicles of any kind within the easement area described in Exhibit "A", except on a temporary basis in connection with maintenance and repair.

Grantee shall have no responsibility or liability of any kind whatsoever in conjunction with the use or maintenance of the utility easement or right-of-way, provided Grantee shall use the easement area in accordance with a commercially reasonable standard of care and applicable laws and any work performed by Grantee shall be performed lien-free. Grantor agrees to indemnify, defend and hold Grantee harmless from any and all liabilities including, but not limited to, costs, losses, orders, liens, penalties, claims, demands, damages, expenses, litigation costs and attorney's fees which it may incur as a consequence of this Grant of Easement for Underground Utilities to the extent arising from any and all claims and losses to anyone who may be injured or damaged by reason of Grantor's, their agents, employees, contractors, successors or assigns, willful misconduct, negligence or wrongful acts or omissions in the use of the easement areas.

This agreement, and the easement granted herein, shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, transferees and assigns of Grantor (as the owner of the easement area) and the Grantee, and the easements shall be considered a covenants running with the land.

This agreement shall be governed by and construed in accordance with the laws of the State of California. To Grantor's knowledge, there is no litigation pending with respect to the property as of the date Grantor signed the Agreement that would interfere with the rights granted herein.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representation of any kind made between the Grantor and Grantee.

This agreement may be amended or modified only by written agreement of all parties. This agreement supersedes all prior discussions, negotiations, agreements and memoranda whether oral or written.

IN WITNESS WHEREOF, Grantor and Grantee hereby execute this Grant of Easement for Underground Utilities.


GRANTOR:

GUIDE DOGS
FOR THE BLIND

By: _____
Chris Benninger
President & CEO

GRANTEE:

LAS GALLINAS VALLEY
SANITARY DISTRICT

By: 
Judy Schriebman, Board President

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 }
County of Marin }

On April 11, 2022 before me, Amy Leanne Schultz, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Judy Schuckman
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.

Place Notary Seal and/or Stamp Above

Signature Amy Leanne Schultz
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant of Easement

Document Date: April 11, 2022 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

OBERKAMPER & ASSOCIATES
CIVIL ENGINEERS, INC.

October 29, 2021
Job No. 16-162

Exhibit A

LEGAL DESCRIPTION
Sanitary Sewer Easement

All that certain real property situated in the city of San Rafael, County of Marin, State of California, being a portion of that parcel of land described in the grant deed to Guide Dogs for the Blind, Inc., recorded in book 513 at page 364, Marin County Records, more particularly described as follows:

Beginning at a point on the Southeasterly line of said Guide Dogs parcel being common to the Northwestern Pacific Railroad Right of Way which lies North 37°53'36" East 12.29 feet and North 38°47'35" East 3.43 feet from the Southerly corner of said parcel, point being the Easterly corner of Lots 12 & 13 as shown on the Subdivision Map entitled Map of Marin Garden Homes recorded in Volume 8 of Maps at page 65, Marin County Records; thence leaving said line said common line North 14°55'37" East 50.40 feet; thence North 55°37'57" East 68.92 feet; thence North 38°52'09" East 65.26 feet; thence North 16°54'30" West 75.85 feet more or less to a point on the Southeasterly line of said Guide Dogs parcel, said Southeasterly line being common to the Southwesterly line of that parcel of land described in the grant deed to Raymond J. Caron and Janette M. Caron, Trustees of the Caron Family Trust, U/D/T recorded per document 2012-0019422, Marin County Records; thence along said common line North 50°43'12" West 35.49 feet; thence continuing along said common line North 39°16'48" East 433.90 feet to the Westerly line of Merrydale Road; thence along the Westerly line of Merrydale Road North 6°55'54" East, 13.85 feet; thence leaving the Westerly line of Merrydale Road South 39°16'48" West, 455.49 feet; thence South 50°43'12" West, 45.44 feet; thence South 16°54'30" East, 63.93 feet; thence South 38°52'09" West, 58.49 feet; thence South 55°37'57" West, 71.16 feet; thence South 14°55'37" West, 69.50 feet; thence South 88°48'43" East, 3.93 feet; thence North 37°53'36" East, 12.29 feet; thence North 38°47'36" East, 3.43 feet to the Point of Beginning.

See "Sanitary Sewer Easement Plat" attached.

All distances described herein are 'ground' U.S. survey feet.



L.E. OBERKAMPER, R.C.E. 12094



DATE

OBERKAMPER & ASSOCIATES
CIVIL ENGINEERS, INC.

October 29, 2021
Job No. 16-162

LEGAL DESCRIPTION
Vehicular Access and Turnaround Easement

All that certain real property situated in the city of San Rafael, County of Marin, State of California, being a portion of that parcel of land described in the grant deed to Guide Dogs for the Blind, Inc., recorded in book 513 at page 364, Marin County Records, more particularly described as follows:

Commencing at a point on the Southeasterly line of said Guide Dogs parcel being common to the Northwestern Pacific Railroad Right of Way which lies North $37^{\circ}53'36''$ East 12.29 feet and North $38^{\circ}47'35''$ East 3.43 feet from the Southerly corner of said parcel, point being the Easterly corner of Lots 12 & 13 as shown on the Subdivision Map entitled Map of Marin Garden Homes recorded in Volume 8 of Maps at page 65, Marin County Records; thence leaving said line said common line North $14^{\circ}55'37''$ East 50.40 feet; thence North $55^{\circ}37'57''$ East 68.92 feet; thence North $38^{\circ}52'09''$ East 65.26 feet to the True Point of Beginning; thence North $16^{\circ}54'37''$ West, 71.82 feet; thence South $50^{\circ}32'36''$ East, 13.54 feet; thence South $16^{\circ}54'37''$ East, 10.20 feet; thence along a curve concave to the Northeast, tangent to the preceding course, having a radius of 20.00 feet, through a central angle of $90^{\circ}15'18''$, an arc distance of 31.51 feet; thence South $50^{\circ}32'36''$ East, 10.34 feet; thence South $39^{\circ}57'58''$ West, 39.78 feet to the True Point of Beginning.

See "Sanitary Sewer Easement Plat" attached.

All distances described herein are 'ground' U.S. survey feet.


L.E. OBERKAMPER, R.C.E. 12094


DATE

Exhibit B

