



# STAFF REPORT

CITY COUNCIL OF THE CITY OF SAUSALITO

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## AGENDA TITLE:

Non- Motorized Transportation Pilot Program – Sausalito Stairs – Consideration to Approve Easement Agreement with Property Owners at the Filbert Stair Site

## RECOMMENDED MOTION:

Adopt a Resolution of the City Council of the City of Sausalito Authorizing the City Manager to Execute an Easement Agreement for the Filbert Stairs Project

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## SUMMARY

The purpose of this item is to allow the Council to consider entering into an easement agreement with property owners at 190 Cazneau and 194 Cazneau. The easement agreement defines rights and responsibilities regarding the Filbert Stair which is proposed to be reconstructed. On April 6<sup>th</sup>, 2010, the Council approved entering into an easement agreement with the owners of 204A and 204B Cazneau. In total three land parcels each containing two condominium units span the existing route. Easements are needed to enable reconstruction of the stair along the existing alignment with Federal Non-Motorized Transportation Pilot Program Funds.

Staff recommends that the City Council adopt the attached Resolution approving the easement agreement and authorizing the City Manager to execute it on the City's behalf.

## DISCUSSION

In 2006 Marin County issued a call for projects to be funded by the Federal Non-Motorized Transportation Pilot Program. The City proposed several stairway projects.

The City was successful in securing funds to rehabilitate a stair between Filbert and Cazneau and to construct a new stair adjacent to 595 and 591 Sausalito Boulevard, the Sausalito-Prospect Stair site. The total grant amount is for \$340,000. The City executed a funding agreement with Caltrans totaling \$56,000 to enable the preparation of Plans, Specifications, Estimates and to perform necessary environmental reviews (NEPA and CEQA).

A subsequent grant for construction funding is contingent upon securing executed easement agreement because the existing alignment does not conform to existing easements. The design for the stair is essentially complete. Right-of-way and environmental review documents will be submitted in accordance with established procedures.

The City issued a Request for Proposals (RFP) for Engineering Design and Environmental Compliance in December, 2008. In January, 2009 the Council awarded an agreement to Questa Engineering Corp for preliminary engineering services (engineering design and environmental compliance).

In the summer of 2009 Questa transmitted a survey showing portions of the existing Filbert Stair as being outside the existing public Right of Way and public easements. Federal Funds cannot be used to construct private improvements. Sausalito, as the Lead Agency, must certify that the land underlying the improvement is public in order to receive construction funds.

The plan for Filbert is to reconstruct the existing stairs, in concrete, in approximately the same location as currently exists. In order to continue project development the City could either relocate the stair into existing easements or acquire new easements from affected property owners. To address this issue, Staff held meetings and discussions with the neighborhood residents and property owners on how to proceed. The consensus was support for keeping and improving a stair facility in the general location of the existing stair.

At the meeting it was also determined that the full history of stair is unknown. Attendees acknowledged some uncertainty as to the ownership and liability responsibility for the facility. Public Works staff indicated that the facility is not routinely maintained as a part of normal maintenance activities, though some "triage" repairs have been made through the years to minimize risks.

Additional discussions were held with property owners at 190, 194 and 204 Cazneau as the existing stair and path encroaches onto these properties. The owners support replacing the stair in approximately the same location as currently exists. To enable reconstruction in the existing location requires grant of easement. This is expected to enable the City to certify that it has the right-of-way for constructing the new facilities. The owners of 190 and 194 Cazneau have agreed in concept to allow the repairs to be made. For these properties the project will replace residential stepping stone with a concrete sidewalk.

The City Attorney drafted an easement agreement which was forwarded to the property owners for review. 204 Cazneau is a two unit townhome condominium co-owned by Barbara Crane and Nersi/Mojgan Abadian Hemati. 190 Cazneau is a residential building owned by Mark Petri and operated as a rental unit. 194 Cazneau is a condominium owned by Kimberly and Kermit Schickle (formerly Kimberly Meek) and Kristian Youngberg and Christine Conti and is operated as a owner occupied condominium residences. The agreements define rights and responsibilities.

In exchange for easement (and right-of-way) the City constructs a high standard facility with Federal Funds, operates it as a public facility and accepts maintenance and operational liability.

Approval of these agreements are necessary to complete design, then certify the right-of-way and environmental documents. Staff is attempting to complete outstanding project management steps to enable request for Construction from Caltrans funding by August. If all is in order staff expects that Caltrans would issue by a document called an "E-76" which authorizes the City to solicit bids before September 30, 2010, the end of the Federal Fiscal Year. Construction would occurs as soon as practicable and after formal award by the City Council.

### **FISCAL IMPACT**

The requested action has no fiscal impact. The Project has no impact on the General Fund. The Project is identified in the City Budget as funded with General Capital Funds which is further supported by the a Grant by the Federal Government Non-Motorized Transportation Pilot Program up to a total amount of \$340,000.

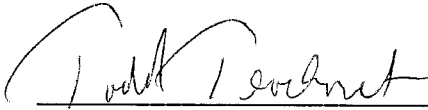
### **STAFF RECOMMENDATIONS**

Adopt a Resolution of the City Council of the City of Sausalito Approving Easement Agreements for Filbert Stairs and Authorizing the City Manager to Execute the Agreements on behalf of the City.

### **ATTACHMENTS**

1. Resolution
2. Easement Agreement
3. Plans

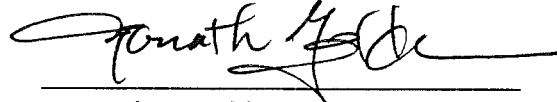
PREPARED BY:



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Todd Teachout,  
City Engineer

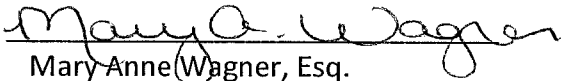
REVIEWED BY (Department Head):



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Jonathon Goldman,  
Director of Public Works

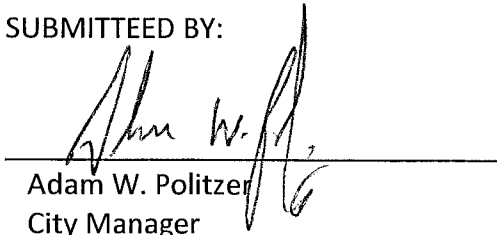
REVIEWED BY:



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Mary Anne Wagner, Esq.  
City Attorney

SUBMITTED BY:



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Adam W. Politzer  
City Manager

RESOLUTION No. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAUSALITO  
APPROVING EASEMENT AGREEMENTS WITH PROPERTY OWNERS OF  
190 CAZNEAU, 194 CAZNEAU AND 196 CAZNEAU AND AUTHORIZING THE CITY  
MANAGER TO EXECUTE DOCUMENTS NECESSARY FOR THE TRAFER OF  
PROPERTY RIGHTS AS NECESSARY TO ENABLE THE RECONSTRUCTION OF  
FILBERT STAIRS**

**WHEREAS**, the City desires to reconstruct stairs and install a walkway in the immediate vicinity of private real property at 190 Cazneau, 194 Cazneau and 196 Cazneau; and

**WHEREAS**, the City hired consultants to develop plans and other factual information to enable compliance with state and federal regulations for grant funded projects; and

**WHEREAS**, the City's consulting surveyors discovered that a portion of the existing stair and walkway was located outside the limits of existing public right-of-way; and

**WHEREAS**, it is necessary and desirable to reconstruct the grant funded stair and walkway within public right-of-way; and

**WHEREAS**, Mark Petri (owner of 190 Cazneau), Kimberly and Kermit Schickels (owners of 194 Cazneau) and Kristian Youngberg and Christine Conti (owners of 196 Cazneau) have each separately agreed to dedicate easement right-of-way to the City with no other valuable compensation other than the City's acceptance of the right and responsibility for reconstructing and operating these stairs; and

**WHEREAS**, the terms of these agreements are more completely described in the Easement Agreements attached and incorporated by reference herein.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Sausalito:

1. Approves the Easement Agreements attached and incorporated herein by reference. .
2. Authorizes the City Manager to execute said Easement Agreements on behalf of the City.

AYES: Councilmembers:  
 NOES: Councilmembers:  
 ABSTAIN: Councilmembers:

\_\_\_\_\_  
 Mayor, City of Sausalito

ATTEST:

\_\_\_\_\_  
 City Clerk

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Recording Requested by and when  
Recorded Mail to:

CITY OF SAUSALITO  
420 Litho Street  
Sausalito, CA 94965  
Attn: City Clerk

DOCUMENTARY TRANSFER TAX \$ NONE

FREE RECORDING REQUESTED PURSUANT  
TO GOV'T CODE SECTION 6103

### EASEMENT AGREEMENT

This Easement Agreement (the "Agreement") is made this \_\_\_<sup>th</sup> day of \_\_\_\_\_ 2010, ("Effective Date") by and between the CITY OF SAUSALITO, a California municipal corporation ("City"), on the one hand, and Kimberly and Kermit Shickel AND Kristian Youngberg and Christine Conti, (collectively, the "Owners"), on the other hand.

#### RECITALS

A. City is the owner of a public right of way located in the City of Sausalito, County of Marin, California, commonly identifiable as Filbert Stair (the "City ROW").

B. Kimberly and Kermit Shickel, [Husband and Wife], are the owners of that certain improved real property located in the City of Sausalito, County of Marin, California, commonly identifiable as Assessor's Parcel Number 064-203-51, having a street address of 194 Cazneau, and as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "DEF Property").

C. Kristian Youngberg and Christine Conti, [Husband and wife], are the owner of that certain improved real property located in the City of Sausalito, County of Marin, California, commonly identifiable as Assessor's Parcel Number 064-203-50, having a street address of 196 Cazneau, and as more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference (the "UVW Property").

D. The DEF Property and the UVW Property are collectively referred to as the "Burdened Properties."

E. The Burdened Properties contain a pedestrian walkway historically used by the public. The City desires to utilize public funds to repair and improve the pedestrian walkway. Owners desire to continue to allow use of the pedestrian walkway by the

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public provided that the City maintains the walkway and agrees to fully indemnify and defend the Owners as provided herein.

NOW, THEREFORE, in consideration of these Recitals and the conditions and covenants hereinafter contained the parties agree as follows:

### **Terms and Conditions**

#### **1.1 Grants of Easement.**

For valuable consideration, the receipt of which is hereby acknowledged, the Owners for themselves and their grantees, successors and assigns, hereby grant to, and for the use and benefit of, the City and its grantees, successors and assigns, a non-exclusive, perpetual easement and right-of-way on, over, and across the Burdened Properties as depicted on Exhibit "C", subject to the terms and conditions more particularly set forth below, for the purpose of allowing City to maintain an approximately five feet (5') wide public use/recreational walkway for pedestrian use and such other non-motorized recreation activity such as walking, (the "Pedestrian Easement"). City shall have the right, in its sole discretion, to restrict or limit public use of and access to the Pedestrian Easement.

#### **1.2 Improvements.**

The City may construct and/or install certain improvements in, on, and along the Pedestrian Easement (the "Improvements").

#### **1.3 Maintenance.**

City shall bear all costs of maintaining, repairing, and replacing the Pedestrian Easement in a clean and safe condition. Such maintenance, repair and replacement obligations shall include, but are not limited to, repair of potholes, keeping the Pedestrian Easement free from debris and weeds, repairing damage due to ordinary wear, and replacing the surface of the Pedestrian Easement as necessary. City shall have the sole right and responsibility to contract for repair and maintenance services for the Pedestrian Easement.

#### **1.4 No Obstruction of Easement.**

Owners or their agent shall not block, obstruct or in any way interfere with City's use of the Pedestrian Easement. No fences, walls or other barriers will be constructed in such a manner as to interfere with City's use of the Pedestrian Easement pursuant to the terms set forth herein. Owners shall not construct buildings, improvements, fences and/or landscape across the Pedestrian Easement without the prior written consent of City.

4/8/15



1.5 Indemnification. City agrees to defend, indemnify and hold harmless the Owners and/or their tenants and authorized agents, from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including attorney's fees, costs and expenses in connection therein), arising from, in connection with, or in any manner related to, the use of the Pedestrian Easement, except for any such claim arising out of the sole negligence or willful misconduct of the Owners, their tenants, or their agents.

1.6 Establishment of Easements. The Pedestrian Easement described in this instrument shall be deemed established upon the recording of this document and the obligations, burdens and benefits contained in this Agreement shall run with the land and shall be binding upon the City and Owners and their respective successors and assigns, superior to all other subsequently recorded encumbrances affecting any portion of the City ROW and the Burdened Properties.

1.7 Easement in Perpetuity. The Pedestrian Easement shall continue in full force and effect in perpetuity.

### **General Terms**

2.1 Binding on Successors. The Pedestrian Easement and the rights and obligations hereunder will be binding upon and will inure to the benefit of the assignees and successors in interest of each of the parties so long as such assignees or parties own all or any portion of the respective property interests. The Pedestrian Easement may not be separately assigned or conveyed, and the rights and obligations described herein and the Pedestrian Easement created hereunder are specifically appurtenant to and for the benefit of each of the property interests of the parties.

2.2 Amendments. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective permitted successors in interest, which expressly states that it is an amendment of this Agreement, and that is recorded in the Records Office of Marin County, California.

2.3 Authority to Execute. Each party warrants that the individual(s) signing this Agreement have the legal power, right, and authority to make this Agreement and bind each respective party.

2.4 Notices. All notices, requests, demands, and other communication given or required to be given hereunder shall be in writing and personally delivered or sent by United States registered or certified mail, return receipt requested, or sent by nationally recognized courier service such as Federal Express, duly addressed to the parties as follows:

If to City:

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City of Sausalito  
Attn: City Manager  
420 Litho Street  
Sausalito, CA 94965

If to Kimberly and Kermit Shickel:

Kimberly Shickel  
194 Cazneau  
Sausalito, CA 94965

If to Kristian Youngberg and Christine Conti:

Christine Conti  
196 Cazneau  
Sausalito, CA 94965

Delivery of any notice or other communication hereunder shall be deemed made on the date of actual delivery thereof to the address of the addressee, if personally delivered, and on the date indicated in the return receipt records as the date of delivery or as the date of first attempted delivery to the address of the addressee, if sent by mail. Any party may change its address for purposes of this section by giving notice to the other party.

2.5 Governing Law. The parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

2.6 No Additional Easements. Both City and Owners agree that during the term of this Agreement no other additional easement or easements shall be granted on, under, or over the Pedestrian Easement without obtaining the prior written consent of the City and Owners, which consent shall not be unreasonably withheld.

2.7 Effect of Waiver. Waiver by any party in whole or in part, expressly or by acquiescence, of any portion of this Agreement shall not constitute a waiver of any other portion of this Agreement. A party's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or a party's waiver of any breach hereunder, shall not relieve the other parties of any of their obligations hereunder, whether of the same or similar type. The foregoing shall be true whether the party's actions are intentional or unintentional.

2.8 Severability. Each provision, condition, covenant, and restriction in this Agreement shall be considered severable. In the event any provision, condition, covenant, and restriction in this Agreement is declared invalid or void for any reason, such provision shall not affect any other provision, condition, covenant, and restriction herein. The void or invalid provision, condition, covenant, and restriction will be deemed not a part of this Agreement, and the remainder hereof shall continue in full force and effect.

2.9 Exhibits. The Exhibits attached hereto are hereby incorporated herein by this reference for all purposes.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first above written.

“CITY”

CITY OF SAUSALITO, a municipal corporation

By: \_\_\_\_\_,  
Mayor, City of Sausalito

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

“BURDENED PROPERTIES”

Kimberly Shickel, Wife,

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

Kermit Shickel, Husband

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

Kristian Youngberg, Husband

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

Christine Conti, Wife

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

EXHIBIT "A"

LEGAL DESCRIPTION OF THE DEF PROPERTY

Real property in the City of Sausalito, County of Marin, State of California, described as follows:

[insert legal]

APN: 064-203-51

EXHIBIT "B"

LEGAL DESCRIPTION OF THE UVW PROPERTY

Real property in the City of Sausalito, County of Marin, State of California, described as follows:

[insert legal]

APN: 064-203-50

EXHIBIT "C"  
LEGAL DESCRIPTION OF EASEMENT

All that certain real property situated in the City of Sausalito, County of Marin, State of California, described as follows:

As shown on that particular document "Section Map M, Block 28, Sausalito Land & Ferry Co." and Marin County Book 1 of Maps, Page 82, and as shown in Book 21 of Parcel Maps at Page 77. The POINT OF COMMENCEMENT being at the westerly terminus of that certain course shown as N 66°20'00" E 73.68' and marked by a monument consisting of a 5/8" rebar with cap and P.L.S. 7053;

Thence North 23°40'00" West, 34.00 feet to the POINT OF BEGINNING and the southeasterly corner of the parcel listed as APN 064-203-23;

Thence North 23°40'00" West, 7.67 feet along the easterly property line of said parcel to that course shown as N 81°51'00" E 12.45';  
thence South 81°51'00" West, 6.22 feet along the property line of said parcel;  
thence South 23°40'00" East, 9.50 feet parallel to the easterly property line of said parcel to the southerly property line of said parcel;  
thence North 64°27'07" East, 6.00 feet along the southerly property line of said parcel to the POINT OF BEGINNING.

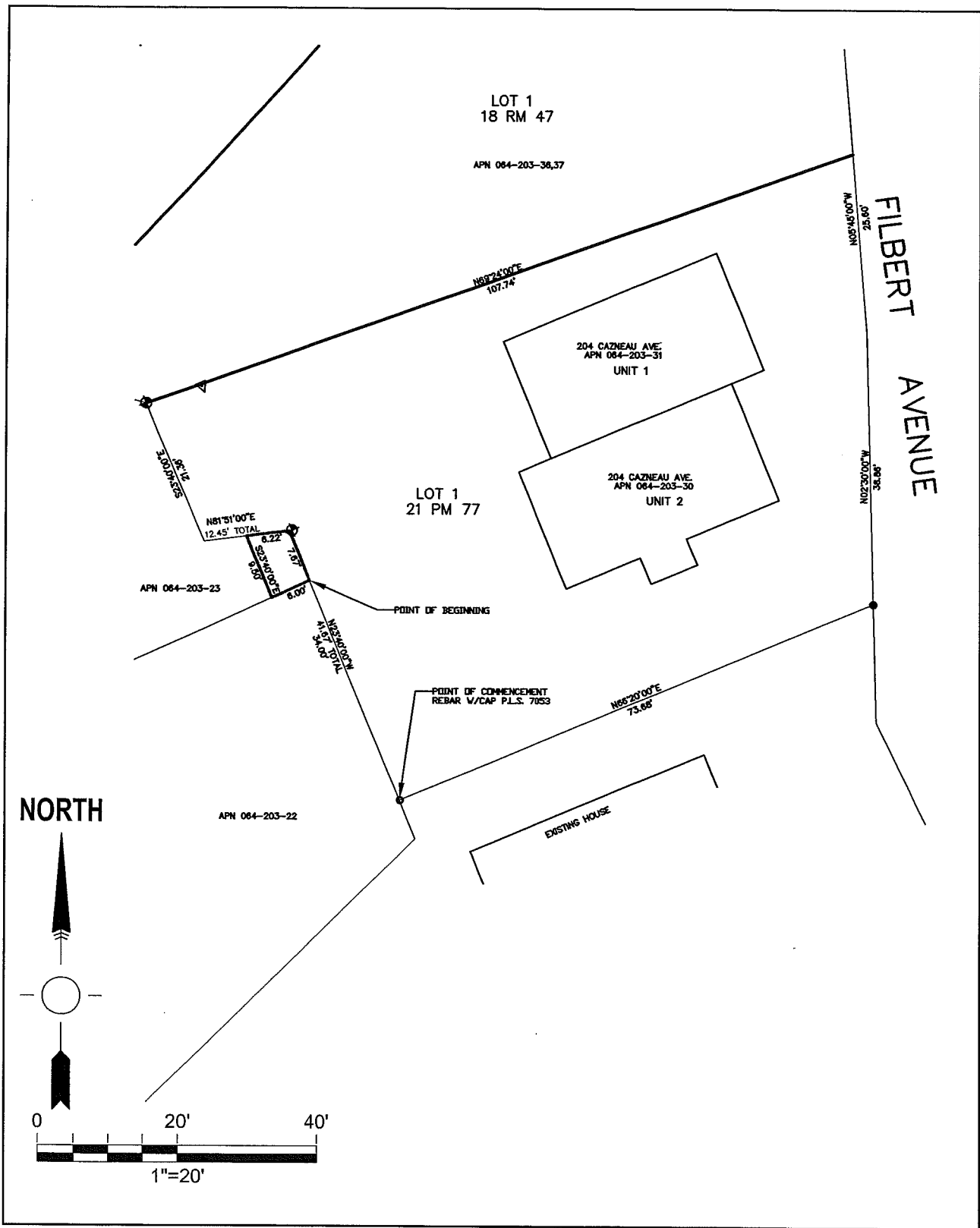
Containing 0.001 Acres more or less.

A.P.N. 064-203-50.

A.P.N. 064-203-51, (together formerly A.P.N 064-203-23)







PREPARED BY:



Civil  
Environmental  
& Water Resources

(510) 235-6114  
FAX (510) 235-2423  
questa@questawater.com

P.O. Box 70356 1220 Brickyard Cove Road Point Richmond, CA 94807

**EASEMENT**  
FOR  
**PEDESTRIAN WALKWAY**  
A.P.N. 064-203-23  
CITY OF SAUSALITO

EXHIBIT  
C

495



Recording Requested by and when  
Recorded Mail to:

CITY OF SAUSALITO  
420 Litho Street  
Sausalito, CA 94965  
Attn: City Clerk

DOCUMENTARY TRANSFER TAX \$ NONE

FREE RECORDING REQUESTED PURSUANT  
TO GOV'T CODE SECTION 6103

### EASEMENT AGREEMENT

This Easement Agreement (the "Agreement") is made this \_\_\_<sup>th</sup> day of \_\_\_\_\_ 2010, ("Effective Date") by and between the CITY OF SAUSALITO, a California municipal corporation ("City"), on the one hand, and Mark Petri, ( the "Owner"), on the other hand.

#### RECITALS

A. City is the owner of a public right of way located in the City of Sausalito, County of Marin, California, commonly identifiable as Filbert Stair (the "City ROW").

B. Mark Petri, [an individual], is the owner of that certain improved real property located in the City of Sausalito, County of Marin, California, commonly identifiable as Assessor's Parcel Number 064-203-22, having a street address of 190 Cazneau, and as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "GHI Property").

C. The GHI Property shall be referred to as the "Burdened Property."

D. The Burdened Property contains a pedestrian walkway historically used by the public. The City desires to utilize public funds to repair and improve the pedestrian walkway. Owners desire to continue to allow use of the pedestrian walkway by the public provided that the City maintains the walkway and agrees to fully indemnify and defend the Owners as provided herein.

NOW, THEREFORE, in consideration of these Recitals and the conditions and covenants hereinafter contained the parties agree as follows:

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## Terms and Conditions

### 1.1 Grants of Easement.

For valuable consideration, the receipt of which is hereby acknowledged, the Owner for himself and their grantees, successors and assigns, hereby grant to, and for the use and benefit of, the City and its grantees, successors and assigns, a non-exclusive, perpetual easement and right-of-way on, over, and across the Burdened Property as depicted on Exhibit "B", subject to the terms and conditions more particularly set forth below, for the purpose of allowing City to maintain an approximately five feet (5') wide public use/recreational walkway for pedestrian use and such other non-motorized recreation activity such as walking, (the "Pedestrian Easement"). City shall have the right, in its sole discretion, to restrict or limit public use of and access to the Pedestrian Easement.

### 1.2 Improvements.

The City may construct and/or install certain improvements in, on, and along the Pedestrian Easement (the "Improvements").

### 1.3 Maintenance.

City shall bear all costs of maintaining, repairing, and replacing the Pedestrian Easement in a clean and safe condition. Such maintenance, repair and replacement obligations shall include, but are not limited to, repair of potholes, keeping the Pedestrian Easement free from debris and weeds, repairing damage due to ordinary wear, and replacing the surface of the Pedestrian Easement as necessary. City shall have the sole right and responsibility to contract for repair and maintenance services for the Pedestrian Easement.

### 1.4 No Obstruction of Easement.

Owner or his agent shall not block, obstruct or in any way interfere with City's use of the Pedestrian Easement. No fences, walls or other barriers will be constructed in such a manner as to interfere with City's use of the Pedestrian Easement pursuant to the terms set forth herein. The Owner shall not construct buildings, improvements, fences and/or landscape across the Pedestrian Easement without the prior written consent of City.

1.5 Indemnification. City agrees to defend, indemnify and hold harmless the Owner and/or his tenants and authorized agents, from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including attorney's fees, costs and expenses in connection therein), arising from, in connection with, or in any manner related to, the use of the Pedestrian Easement, except for any such

claim arising out of the sole negligence or willful misconduct of the Owner, his tenants, or their agents.

1.6 Establishment of Easements. The Pedestrian Easement described in this instrument shall be deemed established upon the recording of this document and the obligations, burdens and benefits contained in this Agreement shall run with the land and shall be binding upon the City and Owner and his successors and assigns, superior to all other subsequently recorded encumbrances affecting any portion of the City ROW and the Burdened Property.

1.7 Easement in Perpetuity. The Pedestrian Easement shall continue in full force and effect in perpetuity.

### **General Terms**

2.1 Binding on Successors. The Pedestrian Easement and the rights and obligations hereunder will be binding upon and will inure to the benefit of the assignees and successors in interest of each of the parties so long as such assignees or parties own all or any portion of the respective property interests. The Pedestrian Easement may not be separately assigned or conveyed, and the rights and obligations described herein and the Pedestrian Easement created hereunder are specifically appurtenant to and for the benefit of each of the property interests of the parties.

2.2 Amendments. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective permitted successors in interest, which expressly states that it is an amendment of this Agreement, and that is recorded in the Records Office of Marin County, California.

2.3 Authority to Execute. Each party warrants that the individual(s) signing this Agreement have the legal power, right, and authority to make this Agreement and bind each respective party.

2.4 Notices. All notices, requests, demands, and other communication given or required to be given hereunder shall be in writing and personally delivered or sent by United States registered or certified mail, return receipt requested, or sent by nationally recognized courier service such as Federal Express, duly addressed to the parties as follows:

If to City:

City of Sausalito  
Attn: City Manager  
420 Litho Street  
Sausalito, CA 94965

If to Owner:

Mark Petri  
10 Midden Lane  
Tiburon, CA 94920

Delivery of any notice or other communication hereunder shall be deemed made on the date of actual delivery thereof to the address of the addressee, if personally delivered, and on the date indicated in the return receipt records as the date of delivery or as the date of first attempted delivery to the address of the addressee, if sent by mail. Any party may change its address for purposes of this section by giving notice to the other party.

2.5 Governing Law. The parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

2.6 No Additional Easements. Both City and Owner agree that during the term of this Agreement no other additional easement or easements shall be granted on, under, or over the Pedestrian Easement without obtaining the prior written consent of the City and Owner, which consent shall not be unreasonably withheld.

2.7 Effect of Waiver. Waiver by any party in whole or in part, expressly or by acquiescence, of any portion of this Agreement shall not constitute a waiver of any other portion of this Agreement. A party's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or a party's waiver of any breach hereunder, shall not relieve the other parties of any of their obligations hereunder, whether of the same or similar type. The foregoing shall be true whether the party's actions are intentional or unintentional.

2.8 Severability. Each provision, condition, covenant, and restriction in this Agreement shall be considered severable. In the event any provision, condition, covenant, and restriction in this Agreement is declared invalid or void for any reason, such provision shall not affect any other provision, condition, covenant, and restriction

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herein. The void or invalid provision, condition, covenant, and restriction will be deemed not a part of this Agreement, and the remainder hereof shall continue in full force and effect.

2.9 Exhibits. The Exhibits attached hereto are hereby incorporated herein by this reference for all purposes.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first above written.

“CITY”

CITY OF SAUSALITO, a municipal corporation

By: \_\_\_\_\_,  
Mayor, City of Sausalito

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

“BURDENED PROPERTY”

Mark Petri, an individual,

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

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EXHIBIT "A"

LEGAL DESCRIPTION OF THE GHI PROPERTY

Real property in the City of Sausalito, County of Marin, State of California, described as follows:

[insert legal]

APN: 064-203-22

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EXHIBIT "B"

SITE MAP OF PROPERTIES AND DEPICTION OF EASEMENT

EXHIBIT "C"  
LEGAL DESCRIPTION OF EASEMENT

All that certain real property situated in the City of Sausalito, County of Marin, State of California, described as follows:

As shown on that particular document "Section Map M, Block 28, Sausalito Land & Ferry Co." and Marin County Book 1 of Maps, Page 82, and as shown in Book 21 of Parcel Maps at Page 77. The POINT OF BEGINNING being at the westerly terminus of that certain course shown as N 66°20'00" E 73.68' and marked by a monument consisting of a 5/8" rebar with cap and P.L.S. 7053, and being along the easterly property line of parcel APN 064-203-22;

Thence North 23°40'00" West, 34.00 feet along the easterly property line of said parcel to the northeasterly corner of said parcel;  
thence South 64°27'07" West, 6.00 feet along the northerly property line of said parcel;  
thence South 23°40'00" East, 33.84 feet parallel to the easterly property line of said parcel;  
thence North 66°20'00" East, 6.00 feet to the POINT OF BEGINNING.

Containing 0.004 Acres more or less.  
A.P.N. 064-203-22.











# STORM WATER POLLUTION PREVENTION PLAN (SWPPP) GUIDELINES - MINIMIZING CONSTRUCTION SITE IMPACTS -

CONSTRUCTION ACTIVITIES CAN SIGNIFICANTLY IMPACT WATER QUALITY AND ECOLOGIC PROCESSES. EROSION AND TRANSPORT OF DIRT, DEBRIS, CHEMICALS, AND OTHER CONSTRUCTION WASTE CAN ENTER MUNICIPAL DRAIN SYSTEMS, LOCAL CREEKS, AND REGIONAL WATERWAYS AND CAUSE SEVERE DAMAGE TO NATURAL SYSTEMS AND HUMAN INFRASTRUCTURE. MINIMIZE ENVIRONMENTAL IMPACTS BY FOLLOWING THE BMPs OUTLINED IN THE PROJECT. FAILURE TO COMPLY WITH THE BMPs INCLUDED IN THE PROJECT SPECIFICATIONS AND LOCAL, STATE, AND FEDERAL LAWS GOVERNING CONSTRUCTION SITE IMPACT MANAGEMENT AND WATER QUALITY COULD RESULT IN LEGAL VULNERABILITY AND FINES EXCEEDING \$10,000 PER DAY. TO AVOID SUCH INSTANCES, PLAN AHEAD, IMPLEMENT THE SPECIFIC BMPs OUTLINED FOR THIS PROJECT, AND FOLLOW THE GUIDELINES OUTLINED BELOW. MORE INFORMATION ON CONSTRUCTION SITE BMPs AND SWPPPs CAN BE FOUND AT:

[HTTP://WWW.DOT.CA.GOV/HQ/CONSTRUCTION/WATER/SBMPM\\_303\\_FINAL.PDF](http://www.dot.ca.gov/hq/construction/water/sbmpm_303_final.pdf) OR [HTTP://WWW.BASMAA.ORG/](http://www.basmaa.org/)

## NONHAZARDOUS MATERIAL STORAGE

1. STORE ALL SAND, DIRT, AND OTHER ERODIBLE MATERIAL AT LEAST 10 FEET FROM CATCH BASINS AND WHEN FORECASTS CALL FOR RAIN, COVER WITH A TARP, AND SECURE EDGES WITH SANDBAGS, BRICKS, OR OTHER HEAVY OBJECTS.
2. KEEP A CLEAN JOBSITE BY SWEEPING OR PAVED OR OTHER IMPERMEABLE SURFACES DAILY, ESPECIALLY WHEN RAIN IS FORECASTED. DO NOT ADVERTENTLY OR INADVERTENTLY TRACK OR SEDIMENT OFF SITE, INTO STORM DRAINS, OR ROADWAYS USING WATERS. BRUSH OFF SHOES, DISPOSE OF ALL NONHAZARDOUS WASTES INTO THE APPROPRIATE DUMPSTER UNITS.
3. RECYCLE AT LEAST THE MINIMUM REQUIRED AMOUNT OF DEMOLITION MATERIAL INCLUDING CONCRETE, BRICKS, AND BLOCKS. PROMOTE RECYCLING OF DAILY CONSUMPTIVE MATERIALS SUCH AS PAPER AND DRINK CANS BY PROVIDING RECYCLE BINS ON SITE.
4. BE SURE DUMPSTERS AND STORAGE CONTAINERS ADEQUATELY MEET ON-SITE DEMAND. PROVIDE EXTRA DUMPSTERS AS NECESSARY AND REPAIR ALL LEAKS AND CRACKS IMMEDIATELY.

## HAZARDOUS MATERIALS MANAGEMENT AND STORAGE

1. ALL HAZARDOUS MATERIALS AND WASTE MUST BE LABELED (E.G., DIESEL, GASOLINE, ANTIFREEZE, SOLVENTS, THINNERS, PESTICIDES, FERTILIZERS) IN CONFORMITY TO ALL LOCAL, STATE, AND FEDERAL REGULATIONS. FOR GENERAL INFORMATION ON HAZARDOUS WASTE LABELING VISIT: [HTTP://WWW.EPA.GOV/EPASWERS/OSW/HAZWASTE.HTM](http://www.epa.gov/epaoswer/osw/hazwaste.htm)
2. FOR A COMPLETE LIST OF EPA DEFINED HAZARDOUS WASTES VISIT: [HTTP://WWW.EPA.GOV/EPASWERS/HAZWASTE/Listing-REF.PDF](http://www.epa.gov/epaoswer/hazwaste/listing-ref.pdf)
3. STORE ALL HAZARDOUS MATERIALS AND WASTES IN APPROVED SECONDARY CONTAINERS PROTECTED FROM THE ELEMENTS (WIND, RAIN, WATER, DIRECT SUNLIGHT). CONSIDER LIMITING THE AVAILABILITY OF HAZARDOUS WASTES BY LOCKING THEM IN SECURED CABINETS/AREAS.
4. FOLLOW THE MANUFACTURERS INSTRUCTIONS WHEN STORING, TRANSPORTING, APRIL VIKING, AND DISPOSING OF UNUSED HAZARDOUS WASTES. IN GENERAL, OUTDOOR APPLICATION OR CALL FOR RAIN OR HEAVY FOG.

## SPILL PREPARATION AND CONTROL

1. PREPARE FOR SPILLS BY STOCKING AN ADEQUATE SUPPLY OF RAGS, ABSORBENTS, SPILL KIT, AND CLEAN UP KIT. NOTIFY LOCAL AND STATE AGENCIES OF ALL HAZARDOUS WASTE STORAGE AND USE. PREPARATION PLANS SHOULD BE DEVELOPED AND CONSULT PROJECT ENGINEERS REGARDING SPILL PREPARATION PLANS THAT MAY BE REQUIRED.
2. COMMUNICATE WITH ALL CONSTRUCTION SITE WORKERS THE IMPORTANCE OF DETECTING AND REPORTING LEAKS TO JOBSITE MANAGERS.
3. CONTAIN ALL SPILLS OR LEAKS UPON DETECTION.
4. PREVENT ALL LEAKS AND SPILLS FROM ENTERING GUTTERS, MUNICIPAL STORM DRAINS, AND ADJACENT GREENWATERWAYS.
5. REPORT ALL HAZARDOUS MATERIAL SPILLS TO THE LOCAL GOVERNMENT ENTITIES OVERSEEING CONSTRUCTION. IN ADDITION, ANY SPILL OF HAZARDOUS MATERIALS, INCLUDING OIL, PAINT, GASOLINE, AND DIESEL, THAT REACHES STATE WATERWAYS MUST BE REPORTED TO THE DEPARTMENT OF FISH AND GAMES TOLL FREE LINE: CALIF 1-888-PFG-CALIF

## VEHICLE MAINTENANCE AND CLEANING

1. INSPECT ALL ON-SITE VEHICLES FOR OIL, FUEL, ANTIFREEZE, OR GENERAL FLUID LEAKS. IF LEAKS ARE DETECTED USE APPROPRIATELY SIZED CATCH BASINS TO CAPTURE FLUIDS AND MAKE NECESSARY REPAIRS IMMEDIATELY IN AN APPROVED STAGING AREA.
2. CONDUCT ALL REFUELING AND MAINTENANCE WORK ON VEHICLES WITHIN DESIGNATED STAGING AREA. USE APPROPRIATELY SIZED DRIP PANS TO CAPTURE ALL FLUIDS, AND PREVENT SOIL AND WATERS FROM ENTERING STORM DRAINS. DO NOT ALLOW FLUIDS TO REACH STORM GUTTERS, GUTTERS, OR WATERWAYS. USE OIL AND WATER WATER BODIES AT THE SITE (SEE SPILL PREPARATION AND CONTROL, ABOVE).
3. IF VEHICLE CLEANING IS REQUIRED, DO NOT ALLOW WASH WATER TO LEAVE THE STAGING AREA. USE APPROPRIATELY SIZED CATCH BASINS AND TRAPS THAT PROHIBIT RUN-OFF TO GUTTERS, STREETS, STORM DRAINS, OR CREEKS.
4. DO NOT CLEAN VEHICLES WITH DEGREASERS, SOLVENTS, OR STEAM EQUIPMENT.

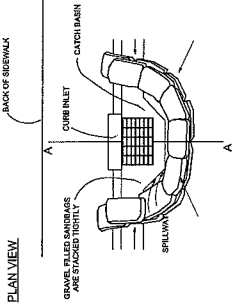
## EROSION CONTROL AND SOIL CONTAMINATION

1. STORE, TRANSPORT, AND TRANSFER ALL EXCAVATED SOIL, SAND, AND MATERIAL IN CONFORMITY WITH THE TECHNICAL SPECIFICATIONS. IN ADDITION, AVOID STORING EXCAVATED MATERIAL WHERE IT CAN EASILY ERODE OR BE TRANSPORTED TO STREETS, ROADWAYS, AND DRAIN SYSTEMS.
2. EXAMINE AND FOLLOW THE SPECIFIC EROSION CONTROL PLAN TO MINIMIZE TRANSPORT OF DEBRIS AND SILT OFF THE CONSTRUCTION SITE. THIS MAY INCLUDE INSERTING FIBER ROLLS, SILT FENCING, WHITTLES, SEEDING AND OTHER APPROVED BMPs.
3. VEGETATION REDUCES RAINFALL IMPACT AND PROVIDES COHESIVE PROPERTIES TO SOIL. THEREFORE, DURING SITE CLEARING AND GRUBBING MINIMIZE THE REMOVAL OF NATURAL VEGETATION INCLUDING FORBS, GRASSES, SHRUBS, GROUND COVERINGS, AND TREES. SLOPES DISTURBED DURING CONSTRUCTION ACTIVITIES WILL REQUIRE SOME FORM OF TEMPORARY AND PERMANENT STABILIZATION. CONSULT THE PROJECT EROSION CONTROL PLANS AND SPECIFICATIONS REGARDING THE SPECIFIC REQUIREMENTS. PROJECT BMPs SHOULD INCLUDE: MULCHING, FIBER ROLLS, LIVE WILLOW STAKING, HYDROSEEDING, WILLOW MATS, OR DIRECT PLANTING.
5. DURING EXCAVATION WORK, LOOK FOR UNDERGROUND STORAGE TANKS, ABANDONED PIPES, OR BURIED DEBRIS THAT WERE NOT IN THE PROJECT PLANS OR JOBSITE BACKGROUND INVESTIGATION. IF FOUND, IMMEDIATELY CONTACT THE PROJECT ENGINEER.
6. IF CONTAMINATED SOIL IS FOUND, IMMEDIATELY CONTACT SITE ENGINEERS AND LOCAL GOVERNMENT ENTITIES OVERSEEING CONSTRUCTION. SPECIAL EXCAVATION, TRANSPORT, AND TREATMENT OF CONTAMINATED SOILS MAY BE REQUIRED.

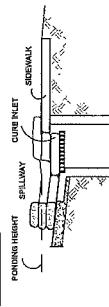
## WATER USE

1. WATER IS A PRECIOUS RESOURCE. RECYCLE AND RE-USE ON-SITE WATER RESOURCES FOR DUST CONTROL, IRRIGATION, AND OTHER USES WHEN POSSIBLE.
2. CONTACT THE LOCAL MUNICIPALITY OR AGENCY RESPONSIBLE FOR DRAINAGE IF STORM GUTTERS, SEWER SYSTEMS, OR WATER BODIES WILL RECEIVE ANY JOBSITE RUN-OFF.
3. WATER CONTAINING HIGH AMOUNTS OF SEDIMENT AND OTHER CONTAMINANTS MAY REQUIRE CONSTRUCTION OF SEDIMENT BASINS, TREATMENT FACILITIES, OR SPECIAL TRANSPORT THAT ARE OUTLINED IN THE PROJECT DRAWINGS AND SPECIFICATIONS.
4. TO REDUCE THE IMPACT OF CONTAMINATED SURFACE WATERS ON LOCAL REGIONAL GROUNDWATER QUALITY, CONSULT WITH LOCAL OFFICIALS AND PROJECT ENGINEERS REGARDING THE PROPER TESTING, TREATMENT, AND DISPOSAL OF CONTAMINATED WATERS.

## PLAN VIEW



## SECTION A-A



- NOTES:
1. PLACE CURB TYPE SEDIMENT BARRIERS ON GENTLY SLOPING STREET SEDIMENT WASH WATER CATCH POND AND ALLOW SEDIMENT TO SETTLE BEFORE WATER ENTERS CATCH BASIN.
  2. SAND BAGS MUST BE ON A NON-ABSORBIBLE FABRIC, ARE FILLED WITH GRAVEL LAYERED AND PACKED TIGHTLY.
  3. LEAVE ONE SANDBAG GAP IN THE TOP ROW TO PROMOTE A SPILLWAY FOR OVERFLOW.
  4. INSPECT BARRIERS AND REMOVE SEDIMENT AFTER EACH STORM EVENT. SEDIMENT AND GRAVEL MUST BE REMOVED FROM THE TRAVELLED WAY IMMEDIATELY.

## CURB INLET PROTECTION

NOT TO SCALE

## CUTTING WOOD, ASPHALT, OR CONCRETE MATERIALS

1. CONTAIN AND PROPERLY DISPOSE ALL SAWDUST FROM CUTTING OPERATIONS AT THE JOBSITE. DO NOT ALLOW SAWDUST AND WOOD DEBRIS ESPECIALLY TREATED LUMBER PRODUCTS, TO ENTER STORM DRAINS OR ENTER ADJACENT WATER BODIES.
2. PRIOR TO FORECASTED RAINFALL EVENTS, CLEAN UP AND DISPOSE OF ALL WOOD WASTE SOURCES.
3. WHEN SAW CUTTING ASPHALT OR CONCRETE MATERIALS BLOCK ALL STORM GUTTERS AND DRAINS TO PROHIBIT SLURRY FROM CONTAMINATING AND CLOGGING INFRASTRUCTURE. IMMEDIATELY REMOVE ANY AND ALL SLURRY WASTE THAT REACHES STORM DRAINS/GUTTERS.
4. INSTALLATION OF FILTER FABRICS, SEDIMENT BASINS, STRAIN BALES, OR SPECIAL FILTER EQUIPMENT MAY BE REQUIRED. CONSULT THE PROJECT PLANS AND TECHNICAL SPECIFICATIONS.
5. CONTAIN, CLEAN UP, AND PROPERLY DISPOSE ALL CUTTING WASTE AND SLURRIES UPON MOVING LOCATIONS AND COMMENCING DAILY OPERATIONS.

## CONCRETE AND CEMENTITIOUS MATERIALS

1. STORE AND CONTAIN ALL CONCRETE AND CEMENTITIOUS PRODUCTS IN DRY AREAS AND AWAY FROM ANY WATER SOURCES.
2. IF TRUCK AND EQUIPMENT CLEANUP OCCURS ON-SITE, DESIGNATE A BASIN/AREA FOR WASHING. ALLOW WATER TO SEEP INTO A VIGOROUSLY LINED BASIN AND WAIT UNTIL CONCRETE HARDENS. REMOVE AND DISPOSE ALL-HARDENED CONCRETE IN THE APPROPRIATE SOLID WASTE UNIT.
3. DO NOT ALLOW TRUCK AND MIXING EQUIPMENT WASH WATER TO ENTER STORM DRAINS, GUTTERS, OR ADJACENT WATER BODIES.

## PAINTING

1. RINSING OF PAINT BRUSHES, PANS, SPRAYERS AND ANY ASSOCIATED EQUIPMENT INTO STORM DRAINS, STREETS, OR WATER BODIES IS NOT PERMITTED.
2. PRIOR TO CLEANING WATER BASED PAINTING EQUIPMENT, ROLL BRUSH, OR SPRAY ANY EXCESS PAINT ONTO A DISCARDABLE SURFACE (WOOD, PAPER, ETC.) WHEN A SINK IS UNAVAILABLE DELUTE WASTE PAINT WITH WATER AND POOR ONTO SOIL WHILE AGITATING WITH A SHOVEL OR RAKE.
3. PRIOR TO CLEANING OIL BASED PAINTING EQUIPMENT WITH A THINNER, ROLL BRUSH, OR SPRAY ANY EXCESS PAINT ONTO A DISCARDABLE SURFACE. FILTER AND RE-USE PAINT THINNERS FOR FUTURE USE AND DISPOSE UNUSABLE THINNER AS HAZARDOUS WASTE.

REV	DATE	BY

ENGINEERING CORP  
1510 12th St  
San Francisco, CA 94103  
P.O. Box 70258  
1220 Broadway Ave Road  
Point Richmond, CA 94807

# SAUSALITO STAIRS SWPPP NOTES



APPROVED BY:

PROJECT NO.:	DATE:
DRAWN BY:	CHECKED BY:
DESIGNED BY:	DATE:



CITY OF SAUSALITO  
DEPARTMENT OF PUBLIC WORKS  
SAUSALITO, CALIFORNIA  
TELEPHONE: 415.452.1111

SHEET:

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