



**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

**Department: Public Works**

**Prepared by: Bill Guerin,  
Director of Public Works**

**City Manager Approval:** \_\_\_\_\_

File No.: 15.08.286

**TOPIC: IDA TOWNHOMES (WEST END/IDA STREET - 8 TOWNHOMES)**

**SUBJECT: RESOLUTION APPROVING STORMWATER FACILITIES MAINTENANCE AGREEMENTS AND FINAL SUBDIVISION MAP FOR THE IDA TOWNHOMES SUBDIVISION**

**RECOMMENDED ACTION:** Adopt a resolution approving the Stormwater Facilities Maintenance Agreements and final subdivision map for Ida Townhomes.

**BACKGROUND:** The Planning Commission approved this project by Resolution No. 18-11 on October 9, 2018 which granted the following approvals:

- Environmental and Design Review Permit (ED18-021);
- Tentative subdivision map for a nine-lot subdivision with eight airspace condominiums and one common open space parcel (TS18-001);
- Variances for front yard, side yard, rear yard and driveway setbacks and minimum front landscaping (V-18-006);
- Subdivision Exception to the recreational facility requirement (EX18-003); and

The property owner/developer, 21 G Street, LLC, has completed the frontage improvements, storm drainage, stormwater treatment, utilities and all paving for the project and has now applied for approval of the final subdivision map.

**ANALYSIS:** The Department of Public Works and BKF, the City's consultant surveyor, have reviewed the final subdivision map (Attachment 4) and the installed frontage improvements and have determined that the final subdivision map and completed improvements are in substantial conformance with the tentative map approval in Resolution No.18-11 and the requirements of the Subdivision Map Act.

Resolution No. 18-11 also required the developer to enter into a Stormwater Facilities Maintenance Agreement and to prepare and record a Declaration of Covenants, Conditions and Restrictions (CC&R's). The CC&R's have been reviewed and approved by staff of the

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**FOR CITY CLERK ONLY**

**Council Meeting:**

**Disposition:**

## **SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2**

Community Development Department and the City Attorney's office. Staff has also reviewed and recommends that the City Council approve the Stormwater Facilities Maintenance Agreements (Attachments 2 and 3 - agreements apply to separate parts of the subdivision).

Staff has prepared a resolution approving and authorizing the City Manager to execute two separate Stormwater Facilities Maintenance Agreements and approving the final subdivision map and authorizing its recordation by the City Clerk, conditioned upon receipt of the Stormwater Facilities Maintenance Agreements signed by the developer.

**FISCAL IMPACT:** No fiscal impact is associated with this report. Staff costs for processing the application is covered by application fees paid by the developer.

**OPTIONS:** The City Council has the following options to consider in this matter:

1. Adopt the resolution.
2. Adopt the resolution with modifications.
3. Direct staff to return with more information.
4. Take no action.

**RECOMMENDED ACTION:** Adopt the resolution approving the Stormwater Facilities Maintenance Agreements and final subdivision map for the Ida Townhomes Subdivision.

**ATTACHMENTS:**

1. Resolution Approving Stormwater Facilities Maintenance Agreements and Final Subdivision Map for the Ida Townhomes Subdivision
2. Draft Stormwater Facilities Maintenance Agreement-21 G Street (Lots 7 and 8)
3. Draft Stormwater Facilities Maintenance Agreement -Ida Townhomes (Lots 1-6)
4. Subdivision Map

**RESOLUTION NO.**

**A RESOLUTION OF THE SAN RAFAEL CITY COUNCIL APPROVING  
STORMWATER FACILITIES MAINTENANCE AGREEMENTS AND FINAL  
SUBDIVISION MAP FOR THE IDA TOWNHOMES SUBDIVISION**

**WHEREAS**, on October 9, 2018 the San Rafael Planning Commission adopted Resolution No. 18-11 granting the following approvals for development of eight residential townhome condominiums at 21 G Street:

- A. Environmental and Design Review Permit (ED18-021);
- B. Tentative subdivision map for a nine-lot subdivision with eight airspace condominiums and one common open space parcel (TS18-001);
- C. Variances for front yard, side yard, rear yard and driveway setbacks and minimum front landscaping (V-18-006);
- D. Subdivision Exception to the recreational facility requirement (EX18-003); and

**WHEREAS**, the property owner, 21 G Street, LLC, has applied for approval of the final subdivision map for the subdivision, entitled “Ida Townhomes” and supporting documents; and

**WHEREAS**, staff has found that the frontage improvements, storm drainage, stormwater treatment, utilities and all paving for the subdivision are complete and the City Engineer and the City’s consultant surveyor have determined that the subdivision map and completed improvements are in substantial conformance with the approved tentative map and comply with the requirements of the California Subdivision Map Act; and

**WHEREAS**, a condition of approval of the tentative map requires the applicant to enter into a Stormwater Facilities Maintenance Agreement for the property; and

**WHEREAS**, the City Engineer and City Attorney have examined the two Stormwater Facilities Maintenance Agreements, for 21 G Street and Ida Townhomes, respectively, and are recommending their approval by the City Council;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of San Rafael that the Stormwater Facilities Maintenance Agreements included in the staff

report to the City Council is hereby approved, subject to final approval by the City Attorney as to form, and the City Manager is authorized to execute those Agreements.

**BE IT FURTHER RESOLVED** by the City Council that the final subdivision map for the Ida Townhomes Subdivision is hereby approved and the City Clerk is authorized to record the map in the Official Records of the County of Marin, conditioned upon receipt of the fully signed Stormwater Facilities Maintenance Agreements and all other required documents and fees.

I, **LINDSAY LARA**, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City on 17<sup>th</sup> day of May 2021, by the following vote to wit:

**AYES:            COUNCILMEMBERS:**

**NOES:            COUNCILMEMBERS:**

**ABSENT:        COUNCILMEMBERS:**

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LINDSAY LARA, City Clerk

12/3/2019

**RECORDING REQUESTED, AND  
WHEN RECORDED RETURN TO:**

Stormwater Coordinator/Administrator  
Public Works Department  
City of San Rafael  
111 Morphew Street  
San Rafael, CA 94901

**Draft 1.29.2021**

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SPACE ABOVE THIS LINE FOR RECORDERS USE

**STORMWATER MANAGEMENT FACILITIES AGREEMENT**

**CITY OF SAN RAFAEL**

**STORMWATER MANAGEMENT FACILITIES OPERATIONS AND  
MAINTENANCE AGREEMENT**

**PROJECT: 21 G Street**

**OWNERS NAMES: 21 G Street LLC**

**ASSESSOR'S PARCEL NUMBER: 11-232-10**

**STORMWATER MANAGEMENT FACILITIES  
OPERATION AND MAINTENANCE AGREEMENT**

**THIS STORMWATER MANAGEMENT FACILITIES OPERATION AND MAINTENANCE AGREEMENT** ("Agreement") is made and entered into this **Choose one** day of **February, 2021**, by and between **21 G Street, LLC, a California Limited Liability Company**, (hereinafter referred to as "Property Owner") and the City of San Rafael ("CITY").

**RECITALS:**

This Agreement is made and entered into with reference to the following facts:

**WHEREAS**, stormwater management facilities (hereinafter referred to as "Facilities") have been or will be installed in and must be maintained for the development called **21 G Street, a two unit residential development** located at \_\_\_\_\_ **Ida Street, San Rafael,**, Marin County, State of California and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and

**WHEREAS**, the Property Owner is the owner of the Property **and intends to sell the two residential units and provide for maintenance of the Property by the buyers;** and

**WHEREAS**, the Property Owner remains fully responsible for assuring that the Facilities were designed, constructed and installed in full compliance with all applicable laws, regulations and ordinances, all requirements applicable to the development of the Property, and all Best Management Practices, in accordance with the Erosion and Sediment Control Plan; and

**WHEREAS**, the CITY Urban Runoff Pollution Prevention Ordinance, City of San Rafael Municipal Code chapter 9.30 ("CITY Ordinance") requires proper operation and maintenance of the Facilities constructed on this Property; and

**WHEREAS**, the CITY has approved the Stormwater Control Plan prepared by **CSW Stuber Stroeh** on the day of \_\_\_\_\_, as this Plan is on file at 111 Morphew Street, San Rafael 94901 and may be subsequently modified from time to time with CITY approval; and

**WHEREAS**, the development conditions of approval require that Facilities, as shown on the approved Stormwater Control Plan, be constructed and properly operated and maintained by the Property Owner; and

**WHEREAS**, the Stormwater Control Operation and Maintenance Plan (together with the Stormwater Control Plan, hereinafter the "Plans") includes an annual inspection form for the Facilities constructed on this Property, and

**WHEREAS**, this Agreement memorializes the Property Owner's maintenance, operations, and inspection obligations under the CITY Ordinance and the approved Plans.

**NOW, THEREFORE,** in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

### **SECTION 1**

**Responsibility for Operation and Maintenance:** The Property Owner will maintain printed copies of the approved Plans at the Property. The Property Owner must maintain the Facilities in good working condition acceptable to the CITY for the life of the project, and in compliance with the CITY Ordinance and the approved Plans. If significant changes to the operation and maintenance of the Facilities are proposed, the Property Owner is responsible for submitting a revised Stormwater Control Operation and Maintenance Plan to the CITY for approval. Upon transfer of the Property, the Property Owner shall provide any new owner with the current Plans and shall set forth in any transfer agreement a requirement that the new owner assume responsibilities set forth in the Plans and this Agreement.

### **SECTION 2**

**Inspection by Property Owner:** The Property Owner, at its own expense, shall conduct annual inspections to ensure the Facilities are in good working order. The Property Owner may elect to use a qualified independent inspector to inspect the Facilities. The Property Owner shall send a report of the annual inspection to the Department of Public Works Stormwater Division at the addresses shown in Section 8 below. The annual inspection report shall include completion and certification of the form described in the approved Stormwater Control Operation and Maintenance Plan. If the Property Owner fails to submit the annual inspection report by December 31st, the CITY or its agents may (but without any obligation to do so) perform the inspection and invoice the Property Owner for the cost in accordance with Sections 3 and 4 below. If the inspection reveals that Facilities are not in good working order, Property Owner, at its own expense, shall undertake necessary action to restore Facilities to good working order.

### **SECTION 3**

**Right of Entry and Facility Inspection:** The Property Owner hereby grants permission to the CITY, its employees and authorized agents to enter the Property, and to inspect the Facilities whenever any of the CITY or its agents deem it necessary in order to enforce provisions of the CITY Ordinance. The CITY its employees or authorized agents may enter the Property at any reasonable time to inspect the premises and Facilities operation, to inspect and copy records related to stormwater compliance, and to collect samples and take measurements. Whenever possible, these entities will provide notice prior to entry. The CITY may charge a fee to cover the costs of the inspection.

### **SECTION 4**

**Failure to Perform Required Facility Inspections, Repairs or Maintenance by the Property Owner:** If the Property Owner fails to inspect and maintain the Facilities in good working order and in accordance with the approved Plans and the CITY Ordinance, the CITY, with prior notice and pursuant to the abatement procedures of San Rafael Municipal Code Chapters 1.40, 1.42, 1.44, and/or 1.46, may enter the Property to inspect or to return the Facilities to good working order and thereafter recover its

costs in accordance with the abatement procedures of San Rafael Municipal Code Chapters 1.40, 1.42, 1.44, and/or 1.46. The CITY is under no obligation to maintain or repair the Facilities, and this Agreement shall not be construed to impose any such obligation on the CITY. If the CITY under this section takes any action to inspect the Facilities or to return the Facilities to good working order, the Property Owner shall reimburse the CITY for all the costs incurred by the CITY. The CITY will provide the Property Owner with an itemized invoice of the costs and the Property Owner will have 30 days to pay the invoice. If the Property Owner fails to pay the invoice within 30 days, the CITY may secure a lien against the Property of the Property Owner in the amount of such costs. In addition, the CITY may make the cost of abatement of the nuisance caused by the failure to maintain the Facilities a special assessment against the Property that may be collected at the same time and in the same manner as ordinary taxes are collected as provided in the abatement procedures of San Rafael Municipal Code Chapters 1.40, 1.42, 1.44, and/or 1.46. This Section 4 does not prohibit the CITY from pursuing other legal recourse against the Property Owner.

## **SECTION 5**

**Indemnity:** The Property Owner shall defend, indemnify and hold harmless the CITY, its officials, employees and its authorized agents from any and all costs, losses, damages, accidents, casualties, occurrences or claims which might arise or be asserted against the CITY and which are in any way connected with the construction, operation, presence, existence or maintenance of the Facilities by the Property Owner, or from any personal injury or property damage that may result from the CITY or other public entities entering the Property under Section 3 or 4 herein above.

## **SECTION 6**

**Successors and Assigns:** This Agreement shall be recorded in the Office of the Recorder, Marin County, California, at the expense of the Property Owner. This Agreement and the covenants of the Property Owner set forth in numbered Sections 1 through 5 above shall run with the land, and the burdens thereof shall be binding upon each and every part of the Property and upon the Property Owner, its successors and assigns in ownership (or any interest therein), and said covenants shall inure to the benefit of and be enforceable by the CITY, its successors and assigns in ownership of each and every part of the street and storm drains.

## **SECTION 7**

**Severability:** The provisions of this Agreement shall be severable and if any one of the provisions of this Agreement is adjudicated invalid by a court of competent jurisdiction it shall in no way effect any other provisions and all other provisions shall remain in full force and effect.

## **SECTION 8**

**Notices:** All notices and other communications required or permitted to be given under this Agreement, including any notice of change of ownership, address or significant changes to the Facilities or Stormwater Control Operations and Maintenance Plan, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice must be given to the Property Owner, its successors and



assigns, at the address(es) shown on the records for the Property maintained by the Assessor. Notice to the CITY must be given by personal delivery or mail to both of the following addresses:

TO CITY: Public Works Director  
Department of Public Works  
City of San Rafael  
111 Morphew Street  
San Rafael, CA 94901

and,

Stormwater Coordinator or Administrator  
Department of Public Works  
City of San Rafael  
111 Morphew Street  
San Rafael, CA 94901

**SECTION 9**

**Recordation:** This Agreement shall be recorded by the Property Owner with the County Recorder within 30 days of the date of execution. Recordation shall be at the expense of the Property Owner.

**SECTION 10**

**Effective Date and Modification:** This Agreement is effective upon the date that the final signatory executes the Agreement. This Agreement shall not be modified except by written consent of both parties. Such modifications shall also be recorded in accordance with Section 9.

**CITY OF SAN RAFAEL**

**PROPERTY OWNERS**

\_\_\_\_\_  
JIM SCHUTZ, City Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
LINDSAY LARA, City Clerk

\_\_\_\_\_  
Printed Name

REVIEWED AND APPROVED AS TO CONTENT BY:

By: \_\_\_\_\_  
BILL GUERIN, Public Works Director

REVIEWED AND APPROVED AS TO FORM:

\_\_\_\_\_  
ROBERT F. EPSTEIN, City Attorney

Attachments: Acknowledgements  
Exhibit A

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 \_\_\_\_\_, before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

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**EXHIBIT "A"**  
**Property Description**

All that certain real property located in the City of San Rafael, County of Marin, State of California, and more particularly described as:

Lots 7 and 8 as shown on the "Map of Ida Townhomes \_\_\_\_\_" recorded in the office of the Recorder of Marin County, State of California, on \_\_\_\_\_ in Book \_\_\_\_\_ of Maps at Page \_\_\_\_\_ ("Property").

12/3/2019

**RECORDING REQUESTED, AND  
WHEN RECORDED RETURN TO:**

Stormwater Coordinator/Administrator  
Public Works Department  
City of San Rafael  
111 Morpheus Street  
San Rafael, CA 94901

**Draft 1.29.2021**

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**CITY OF SAN RAFAEL**

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**PROJECT: Ida Townhomes**

**OWNERS NAMES: 21 G Street LLC**

**ASSESSOR'S PARCEL NUMBER: 11-232-10**

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**RECITALS:**

This Agreement is made and entered into with reference to the following facts:

**WHEREAS**, stormwater management facilities (hereinafter referred to as "Facilities") have been or will be installed in and must be maintained for the development called **Ida Townhomes, a six unit residential development** located at \_\_\_\_\_ **Ida Street, San Rafael,**, Marin County, State of California and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and

**WHEREAS**, the Property Owner is the owner of the Property **and intends to sell the six residential units and form the Ida Townhomes Owners Association ("Association") to manage the common area at the development and maintain the Stormwater Facilities constructed at the Property** ; and

**WHEREAS**, the Property Owner remains fully responsible for assuring that the Facilities were designed, constructed and installed in full compliance with all applicable laws, regulations and ordinances, all requirements applicable to the development of the Property, and all Best Management Practices, in accordance with the Erosion and Sediment Control Plan; and

**WHEREAS**, the CITY Urban Runoff Pollution Prevention Ordinance, City of San Rafael Municipal Code chapter 9.30 ("CITY Ordinance") requires proper operation and maintenance of the Facilities constructed on this Property; and

**WHEREAS**, the CITY has approved the Stormwater Control Plan prepared by **CSW Stuber Stroeh** on the day of \_\_\_\_\_, as this Plan is on file at 111 Morpew Street, San Rafael 94901 and may be subsequently modified from time to time with CITY approval; and

**WHEREAS**, the development conditions of approval require that Facilities, as shown on the approved Stormwater Control Plan, be constructed and properly operated and maintained by the Property Owner; and

**WHEREAS**, the Stormwater Control Operation and Maintenance Plan (together with the Stormwater Control Plan, hereinafter the "Plans") includes an annual inspection form for the Facilities constructed on this Property, and

WHEREAS, this Agreement memorializes the Property Owner's and the Association's maintenance, operations, and inspection obligations under the CITY Ordinance and the approved Plans.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

### SECTION 1

**Responsibility for Operation and Maintenance:** The Property Owner, and after sale of the lots, the Association, will maintain printed copies of the approved Plans at the Property (hereinafter "Property Owner includes the Association"). The Property Owner must maintain the Facilities in good working condition acceptable to the CITY for the life of the project, and in compliance with the CITY Ordinance and the approved Plans. If significant changes to the operation and maintenance of the Facilities are proposed, the Property Owner is responsible for submitting a revised Stormwater Control Operation and Maintenance Plan to the CITY for approval. Upon transfer of the Property, the Property Owner shall provide the Association and any new owner with the current Plans and shall set forth in any transfer agreement a requirement that the new owner assume responsibilities set forth in the Plans and this Agreement.

### SECTION 2

**Inspection by Property Owner:** The Property Owner, at its own expense, shall conduct annual inspections to ensure the Facilities are in good working order. The Property Owner may elect to use a qualified independent inspector to inspect the Facilities. The Property Owner shall send a report of the annual inspection to the Department of Public Works Stormwater Division at the addresses shown in Section 8 below. The annual inspection report shall include completion and certification of the form described in the approved Stormwater Control Operation and Maintenance Plan. If the Property Owner fails to submit the annual inspection report by December 31st, the CITY or its agents may (but without any obligation to do so) perform the inspection and invoice the Property Owner for the cost in accordance with Sections 3 and 4 below. If the inspection reveals that Facilities are not in good working order, Property Owner, at its own expense, shall undertake necessary action to restore Facilities to good working order.

### SECTION 3

**Right of Entry and Facility Inspection:** The Property Owner hereby grants permission to the CITY, its employees and authorized agents to enter the Property, and to inspect the Facilities whenever any of the CITY or its agents deem it necessary in order to enforce provisions of the CITY Ordinance. The CITY its employees or authorized agents may enter the Property at any reasonable time to inspect the premises and Facilities operation, to inspect and copy records related to stormwater compliance, and to collect samples and take measurements. Whenever possible, these entities will provide notice prior to entry. The CITY may charge a fee to cover the costs of the inspection.

### SECTION 4

**Failure to Perform Required Facility Inspections, Repairs or Maintenance by the Property**

**Owner:** If the Property Owner fails to inspect and maintain the Facilities in good working order and in accordance with the approved Plans and the CITY Ordinance, the CITY, with prior notice and pursuant to the abatement procedures of San Rafael Municipal Code Chapters 1.40, 1.42, 1.44, and/or 1.46, may enter the Property to inspect or to return the Facilities to good working order and thereafter recover its costs in accordance with the abatement procedures of San Rafael Municipal Code Chapters 1.40, 1.42, 1.44, and/or 1.46. The CITY is under no obligation to maintain or repair the Facilities, and this Agreement shall not be construed to impose any such obligation on the CITY. If the CITY under this section takes any action to inspect the Facilities or to return the Facilities to good working order, the Property Owner shall reimburse the CITY for all the costs incurred by the CITY. The CITY will provide the Property Owner with an itemized invoice of the costs and the Property Owner will have 30 days to pay the invoice. If the Property Owner fails to pay the invoice within 30 days, the CITY may secure a lien against the Property of the Property Owner in the amount of such costs. In addition, the CITY may make the cost of abatement of the nuisance caused by the failure to maintain the Facilities a special assessment against the Property that may be collected at the same time and in the same manner as ordinary taxes are collected as provided in the abatement procedures of San Rafael Municipal Code Chapters 1.40, 1.42, 1.44, and/or 1.46. This Section 4 does not prohibit the CITY from pursuing other legal recourse against the Property Owner.

**SECTION 5**

**Indemnity:** The Property Owner shall defend, indemnify and hold harmless the CITY, its officials, employees and its authorized agents from any and all costs, losses, damages, accidents, casualties, occurrences or claims which might arise or be asserted against the CITY and which are in any way connected with the construction, operation, presence, existence or maintenance of the Facilities by the Property Owner, or from any personal injury or property damage that may result from the CITY or other public entities entering the Property under Section 3 or 4 herein above.

**SECTION 6**

**Successors and Assigns:** This Agreement shall be recorded in the Office of the Recorder, Marin County, California, at the expense of the Property Owner. This Agreement and the covenants of the Property Owner set forth in numbered Sections 1 through 5 above shall run with the land, and the burdens thereof shall be binding upon each and every part of the Property and upon the Property Owner, its successors and assigns in ownership (or any interest therein), and said covenants shall inure to the benefit of and be enforceable by the CITY, its successors and assigns in ownership of each and every part of the street and storm drains.

**SECTION 7**

**Severability:** The provisions of this Agreement shall be severable and if any one of the provisions of this Agreement is adjudicated invalid by a court of competent jurisdiction it shall in no way effect any other provisions and all other provisions shall remain in full force and effect.

**SECTION 8**





Printed Name

REVIEWED AND APPROVED AS TO CONTENT BY:

By: \_\_\_\_\_  
BILL GUERIN, Public Works Director

REVIEWED AND APPROVED AS TO FORM:

\_\_\_\_\_  
ROBERT F. EPSTEIN, City Attorney

Attachments: Acknowledgements  
Exhibit A

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 \_\_\_\_\_, before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

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**EXHIBIT "A"**  
**Property Description**

All that certain real property located in the City of San Rafael, County of Marin, State of California, and more particularly described as:

Lots 1 through 6, and Parcel A as shown on the "Map of Ida Townhomes \_\_\_\_\_" recorded in the office of the Recorder of Marin County, State of California, on \_\_\_\_\_ in Book \_\_\_\_\_ of Maps at Page \_\_\_\_\_ ("Property").

**OWNER'S STATEMENT**

WE HERBY STATE THAT WE ARE THE SOLE OWNERS OF AND HAVE THE RIGHT, TITLE, AND INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO THE MAKING AND FILING OF SAID MAP OF THE SUBDIVISION SHOWN WITHIN THE BORDER LINES, AND HEREBY MAKE NO OFFERS OF DEDICATION.

WE HEREBY RESERVE THE AREA DESIGNATED AS PARCEL "A" AND THE 3' ACCESS EASEMENT OVER LOTS 2 THROUGH 6 FOR THE PRIVATE USE OF THE OWNERS OF LOTS 1 THROUGH 6 AND THEY ARE NOT FOR USE BY THE GENERAL PUBLIC.

WE HEREBY RESERVE THE 3' STORM DRAIN EASEMENTS CROSSING LOTS 1 THROUGH 6 AND PARCEL "A" FOR THE PRIVATE USE OF LOTS 1 THROUGH 6 AND PARCEL "A" AND THEY ARE NOT FOR USE BY THE GENERAL PUBLIC.

WE HEREBY RESERVE THE RECIPROCAL ACCESS EASEMENTS APPURTENANT TO LOTS 7 AND 8 AND THE 3' SANITARY SEWER EASEMENTS OVER LOTS 5 & 6 AND PARCEL "A" APPURTENANT TO LOTS 7 & 8 AND THEY ARE NOT FOR USE BY THE GENERAL PUBLIC.

BY: 21 6 ST., L.L.C., A CALIFORNIA LIMITED LIABILITY COMPANY

BY: ARVAND SABETIAN, MANAGER

**OWNER'S ACKNOWLEDGEMENT**

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 BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED ARVAND SABETIAN, 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

MY COMMISSION NO.

MY COMMISSION EXPIRES

**COUNTY RECORDER'S CERTIFICATE**

FILED THIS DAY OF 20, AT M IN BOOK OF MAPS

AT PAGE AT THE REQUEST OF :

SERIAL NO. FEE:

COUNTY RECORDER

BY DEPUTY:

**COUNTY TAX COLLECTOR'S STATEMENT**

ACCORDING TO THE RECORDS IN THE OFFICE OF THE UNDERSIGNED, THERE ARE NO LIENS AGAINST THIS SUBDIVISION, OR ANY PARTS THEREOF, FOR THE UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE AGAINST THE TRACT OR SUBDIVISION OF LAND SHOWN HEREON OR ANY PART THEREOF IS \$

THE LAND IN SAID SUBDIVISION IS NOT SUBJECT TO A SPECIAL ASSESSMENT OR BOND WHICH MAY BE PAID IN FULL. SECURITY REQUIRED PURSUANT TO GOVERNMENT CODE SECTION 66443(A) AND 66443(C) ARE HERBY ACCEPTED AND APPROVED.

DATE, 2020

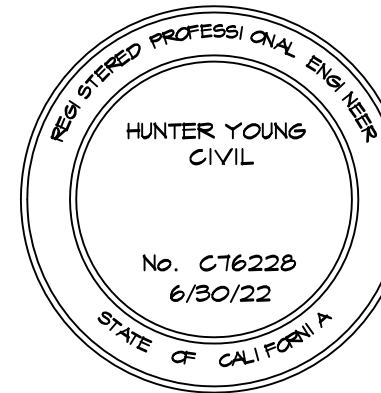
TAX COLLECTOR COUNTY OF MARIN STATE OF CALIFORNIA

**CLERK OF THE BOARD OF SUPERVISORS STATEMENT**

I, THE UNDERSIGNED, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MARIN, STATE OF CALIFORNIA, DO HEREBY STATE THAT A GOOD AND SUFFICIENT BOND APPROVED BY AND IN THE AMOUNT FIXED BY SAID BOARD OF SUPERVISORS HAVE BEEN FILED WITH SAID COUNTY OF MARIN AND IS CONDITIONED FOR THE PAYMENT OF ALL TAXES, WHICH MAY BE AT THE TIME OF RECORDING OF THIS MAP A LIEN AGAINST THE TRACT OR SUBDIVISION OF LAND SHOWN HEREON OR ANY PART THEREOF, BUT NOT YET PAYABLE.

WITNESS MY HAND AND SEAL THIS DAY OF

SIGNED CLERK OF THE BOARD OF SUPERVISORS COUNTY OF MARIN STATE OF CALIFORNIA



**TRUSTEE'S STATEMENT**

OLD REPUBLIC TITLE COMPANY, TRUSTEE UNDER THE DEED OF TRUST RECORDED AS DOCUMENT No. 2018-18790, MARIN COUNTY RECORDS, AGAINST THE TRACT OF LAND SHOWN HEREON, HEREBY CONSENT TO THE RECORDING OF THIS MAP.

BY: DATE:

**TRUSTEE'S ACKNOWLEDGEMENT**

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 BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED, 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.

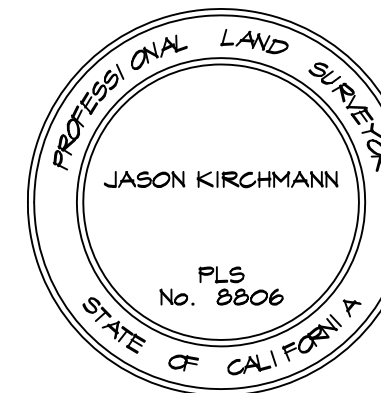
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE

MY COMMISSION NO.

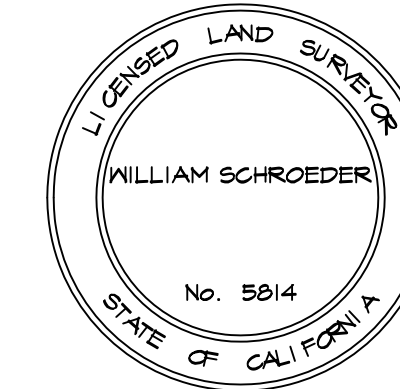
MY COMMISSION EXPIRES



**SURVEYORS STATEMENT**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF 21 6 ST., L.L.C. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE NOVEMBER 2022, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

WILLIAM SCHROEDER DATE P.L.S. No. 5814



**CITY ENGINEER'S STATEMENT**

I, THE UNDERSIGNED, CITY ENGINEER OF THE CITY OF SAN RAFAEL, COUNTY OF MARIN, STATE OF CALIFORNIA, HEREBY STATE THAT I HAVE EXAMINED THIS SUBDIVISION MAP, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF CHAPTER 2, OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

DATE

HUNTER YOUNG, CITY ENGINEER, CITY OF SAN RAFAEL

**CITY CLERK'S CERTIFICATE**

THE CITY COUNCIL OF THE CITY OF SAN RAFAEL, COUNTY OF MARIN, AT A REGULAR MEETING HELD ON, EXAMINED THIS SUBDIVISION MAP, AND THE CITY COUNCIL BY MOTION/RESOLUTION DID DULY APPROVE THIS SUBDIVISION MAP.

SIGNED THIS DAY OF, 2020.

CITY CLERK, CITY OF SAN RAFAEL COUNTY OF MARIN, STATE OF CALIFORNIA

**CITY SURVEYOR'S STATEMENT**

I, THE UNDERSIGNED, CITY SURVEYOR OF THE CITY OF SAN RAFAEL, COUNTY OF MARIN, STATE OF CALIFORNIA, HEREBY STATE THAT I HAVE EXAMINED THIS SUBDIVISION MAP ON BEHALF OF THE CITY OF SAN RAFAEL, STATE OF CALIFORNIA AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATE

JASON KIRCHMANN ACTING CITY SURVEYOR, CITY OF SAN RAFAEL, CALIFORNIA

**IDA TOWNHOMES**

A PLANNED DEVELOPMENT LANDS OF 6 ST., L.L.C. DESCRIBED IN DOCUMENT No. 2018-0018789 MARIN COUNTY RECORDS SAN RAFAEL MARIN COUNTY CALIFORNIA MARCH 2021 SURVEY No. S-1943 PREPARED BY WILLIAM SCHROEDER & ASSOCIATES

P.O. BOX 6801

SAN RAFAEL, CALIFORNIA

(415) 472-4759

