

Attachment 1

Recording for the Benefit of MMWD, No Fee, Gov't. Code 27383.
Value less than \$100.00

Recording Requested By:
Marin Municipal Water District

When recorded return to:
Real Property Agent
Marin Municipal Water District
220 Nellen Avenue
Corte Madera CA 94925-1169

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement"), is made and entered into as of this _____ day of _____, 2025, by and between **JEFFERY C. HAWKINS AND JANET L. STRAUSS, as trustees of the STRAUSS HAWKINS TRUST under trust document dated April 17, 1991** ("Grantor"), and the **MARIN MUNICIPAL WATER DISTRICT**, a municipal corporation ("District").

For valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

Section 1. Recitals:

- A. Grantor is the owner of a certain piece of real property described in Document Numbers 2014-0007781 and 2008-0042284 in the Official Records of Marin County, California ("Property").
- B. There are existing water facilities located on the Property that are part of the District's water system including a 4-inch water main, service laterals, water meter boxes and water meters.
- C. Grantor desires to convey a non-exclusive easement over a portion of the Property to the District on the terms and conditions set forth herein.

Section 2. Grant of Easements:

- A. As owners of the Property, Grantor hereby grants to the District and its successors and assigns in interest, a non-exclusive easement described in "Exhibit A", attached hereto and incorporated herein as if fully set forth ("Easement").
- B. The Easement described in Section 2(A) shall be held subject to the following terms and conditions:
 - i. The Easement granted herein is non-exclusive. The District is granted the right to lay, maintain, repair, remove, replace and operate a pipeline or pipelines of such dimension or dimensions as the District elects to install or has already installed, together with the right to construct and maintain such meters, valves and other facilities as may be necessary or convenient in connection with storage, transmission and delivery of water, including reasonable ingress and egress over adjoining lands

for the construction, replacement, repair and maintenance of such pipeline(s) and facilities ("Improvements").

- ii. Grantor reserves the right to use the Easement for any and all purposes that will not interfere with District's use of the Easement and operation of the Improvements. No structures, fill, or other improvements shall be placed on or over the Easement that interferes with or impedes access to the use, repair, replacement, or maintenance of the Improvements in the Easement. Provided there is no interference with the District's use as described herein and subject to all applicable terms and conditions herein, Grantor may use or grant additional easements to other property owners for uses including, but not limited to, ingress and egress.
- iii. Grantor reserves and shall have the right to revise the grade of the surface or the location of the Easement, if and when Grantor shall first pay to the District the full expense of changing the grade or location of the Improvements therein. In the event that Grantor seeks a change in grade within the Easement, Grantor shall first notify the District so that the District may determine if the grade change requires the raising or lowering of any of the Improvements. The District, in its sole discretion, shall determine all costs associated with the change in grade. If Grantor desires a change in the location of the Easement, Grantor shall first grant a suitable new easement acceptable to the District.
- iv. The District is under no obligation to install or to maintain any additional paving or other surfacing on the Easement or to access the Easement. The District shall not be liable for any contribution under the provisions of California Civil Code Section 845. If the District desires, in its sole discretion, to install or maintain any paving or surfacing in the Easement it shall only be responsible for standard asphaltic concrete (Uniform Standards All Cities and County of Marin Drawing No. 330) and concrete (brush or exposed finish with 2.0 lb. lampblack per yard) that meets construction industry standards, or as required by local encroachment permits. The District shall have no responsibility for upgraded paving or surfacing materials desired by Grantor.

Section 3. Construction of Improvements:

The District may construct, repair, maintain or replace the Improvements in the Easement as described in Section 2(B)(i). The District shall give Grantor at least ten (10) business days written notice prior to the commencement of work on the Property. Except as expressly provided herein, if any portion of the Property is damaged as a result of the construction project, the District shall assume the reasonable loss for any such damage.

Section 4. Damages to the Property:

If any portion of the Property is damaged by reason of leakage or other failure of any part of the underlying existing District owned pipelines or facilities (which excludes private service laterals) resulting from a District action or omission, or by reason of the District, its officers', agents', employees' and/ or contractors' actions in gaining access to the Easement in order to access District facilities, underlying pipelines and Improvements for purposes of repair, maintenance, or connection, other than that resulting from Grantor's interference with said access, then the

District shall assume the loss and pay for the reasonable repair of such damage taking into consideration issues of depreciation and betterment.

If the District undertakes any repair on any portion of the Property, the District's work shall conform to applicable standards of the construction industry. The District shall replace or repair any portion of the Property damaged by the District as a result of its work on the Property, as reasonably as possible, to the conditions that previously existed subtracting any reasonable depreciation taking into consideration issues of depreciation and betterment.

Section 5. Damages to the Improvements:

Any damage to the Improvements by Grantor, directly or indirectly, to (a) the District's pipelines or other District facilities maintained in the Easement, or (b) to property in the Easement for which the District is held responsible, shall be assumed by Grantor, and Grantor agrees to and will pay the entire cost of the loss sustained by the District.

Section 6. Hold Harmless:

Grantor, for themselves, their heirs, executors, administrators, successors, assigns and for any person or company in the Easement by invitation expressed or implied, shall indemnify, hold harmless, release and defend the District, its officers, directors, volunteers, agents and employees, from any and all liability, actions, claims, damages, costs or expenses, including attorneys' fees and costs and expenses of suit which may be asserted by any person, including Grantor, arising out of or in connection with this Agreement, except an action to enforce the terms of this Agreement.

Section 7. Representation:

This Agreement is executed voluntarily by each of the parties hereto, all of whom have had the opportunity to obtain legal advice by independent counsel of their choice as to the content and effect of this Agreement.

Section 8. Authorization:

Each signatory to this Agreement warrants that he or she has full authority to execute this Agreement on behalf of and thus bind the individual, or entity represented.

Section 9. Entire Agreement:

This Agreement contains the entire agreement and understanding between the parties.

Section 10. Binding on Successors:

This Agreement shall bind and inure to the benefit of the respective successors, assigns, legatees, heirs, executors, administrators and estates of each of the parties.

Section 11. Paragraph Headings:

Paragraph headings are used for reference purposes only and are not intended to describe, interpret, define or limit the scope or extent of this Agreement or any of its provisions.

Section 12. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the state of California.

Section 13. Counterparts:

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together, shall constitute one instrument.

Section 14. No Presumption Regarding Drafter:

The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore no presumption for or against validity or as to any interpretation hereto, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

Section 15. Mediation:

Any dispute or claim in law or equity between Grantor and the District arising out of this Agreement, if not resolved by informal negotiation between the parties, shall be mediated by referring it to the nearest office of Judicial Arbitration and Mediation Services, Inc. (JAMS) for mediation. Each party shall provide the others with a list of four mediators. The parties shall confer on the list and select a mutually agreeable mediator. Mediation shall consist of an informal, non-binding conference or conferences between the parties and the judge-mediator jointly, then in separate caucuses wherein the judge-mediator will seek to guide the parties to a resolution of the case. If the parties cannot agree to a mutually acceptable member from the JAMS panel of retired judges, a list and resumes of available mediators with substantial experience in mediating claims of the type at issue between the parties, numbering one more than there are parties, will be sent to the parties, each of whom will strike one name leaving the remaining name as the mediator. If more than one name remains, JAMS arbitration administrator will choose a mediator from the remaining names. The mediation process shall continue until the case is resolved or until such time as the mediator makes a finding that there is no possibility of resolution.

[Signatures on Next Page]

OWNER: JEFFREY C. HAWKINS and JANET L. STRAUSS, Trustees of the STRAUSS-HAWKINS TRUST under trust document dated April 17, 1991

Dated: May 15, 2025 Signed: Janet L Strauss
Name: Janet L Strauss

Dated: MAY 15, 2025 Signed: J-SS Hawk
Name: JEFF HAWKINS

DISTRICT: MARIN MUNICIPAL WATER DISTRICT

Dated: _____ By: _____
Bennett Horenstein
General Manager

Attest: _____
Secretary

Total number of pages with Exhibits: 8

Attachments:
Exhibit A – Legal description/Record Map

MMWD Seal:

Certificate of Acceptance

THIS IS TO CERTIFY that the interest in the real property conveyed by the Easement Agreement, dated _____, 20__ from _____ to the **MARIN MUNICIPAL WATER DISTRICT**, a local public agency, was hereby accepted by order of the **BOARD OF DIRECTORS** of the **MARIN MUNICIPAL WATER DISTRICT** on _____, subject to the terms and conditions of said Easement Deed, and the **MARIN MUNICIPAL WATER DISTRICT** consents to the recordation thereof by its duly authorized Officer.

DATED: _____ BY: _____
Real Property Department

ACKNOWLEDGMENT

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 5/15/25 before me, Tim Solomon, Notary Public
(insert name and title of the officer)

personally appeared Janet L Strauss, Jeff Hawkins,
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 Tim Solomon

(Seal)

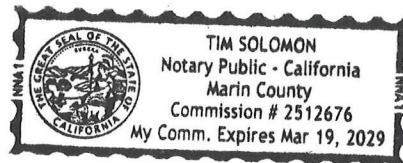


EXHIBIT A

Legal Description
Water Line Easement
Lands of Hawkins and Strauss

That certain real property situate in the County of Marin, State of California, being a part of Document Number 2014-0007781 and Document Number 2008-0042284 Marin County Records, more particularly described as follows:

Beginning at the most Westerly corner of the property described in Document Number 2014-0007781 and running along the Westerly boundary of said property North $72^{\circ}28'20''$ East, 5.13 feet; thence leaving said Westerly boundary South $36^{\circ}53'54''$ East, 47.39 feet; thence South $45^{\circ}56'11''$ East, 25.05 feet; thence South $58^{\circ}59'09''$ East, 68.19 feet; thence South $65^{\circ}15'12''$ East, 8.33 feet to the common line of Document Number 2014-0007781 and Document Number 2008-0042284; thence passing through 2008-0042284 South $65^{\circ}15'12''$ East, 34.24 feet; thence South $17^{\circ}08'30''$ East, 12.45 feet; thence South $27^{\circ}51'30''$ West, 14.53 feet; thence South $73^{\circ}39'50''$ West, 83.53 feet to the boundary of said property, (2008-0042284); thence along said boundary North $62^{\circ}46'05''$ East, 88.58 feet, North $61^{\circ}25'00''$ West, 34.82 feet to the common corner of 2008-0042284 and 2014-0007781; thence along the boundary of 2014-0007781 North $61^{\circ}25'00''$ West, 80.16 feet and North $35^{\circ}52'00''$ West, 73.33 feet to the Point of Beginning.



EXHIBIT A

