

**DRAFT MINUTES OF THE
COUNTY SERVICE AREA NO. 6 ADVISORY BOARD MEETING
HELD WEDNESDAY, OCTOBER 4, 2017
AT THE MARIN CENTER, MANZANITA ROOM
AVENUE OF THE FLAGS, SAN RAFAEL**

Board Members Present

Marlene Braverman (MB)
Ellen Stein (ES), Vice-Chairperson
Bob Haar (BH), Chairperson
Bill Adkison (BA)

District Staff Present

Craig Tackabery, Chief Assistant Director
Roger Leventhal, Senior Engineer
Tony Williams, Principal Engineer

Board Members Absent

Kenneth King (KK)

Item 1. Welcome, Introductions, and Sign-In

The AB greeted attendees and introduced themselves. Staff introduced themselves.

Item 2. Election of Chairperson and Vice-Chairperson

The AB elected advisory board officers.

Action by Board: Elected BH as chair and ES as vice-chair.

M/S: BH/ES, Ayes: All, Nay: None, Abstain: None

Item 3. Approval of June 29 2016 Meeting Minutes

Due to one absence and two abstentions, the minutes were not officially approved. The minutes were, however, reviewed, no amendments were proposed, and informally accepted.

Item 4. Open Time for Items Not on the Agenda

Members of public noted that they did not receive notification of the advisory board meeting even though they previously signed up to receive notices. Staff said that they would make sure the notifications are sent out, will verify the existing notification list, and asked current meeting participants to provide their contact information on the sign-in sheet provided at the meeting.

Item 5. Update on County Programs

Staff provided a presentation on several non-CSA 6 programs or projects, including: the proposed memorandum of understanding (MOU) between the County and San Rafael Airport; and the status of the McInnis Marsh Restoration project; and the status of the County Parks purchase of Buck's Landing property.

County of Marin

The presentation, which relates to both items 5 and 6 of the staff report, can be viewed at http://www.marinwatersheds.org/documents/CSA6_ABMTg_Pres_100417.pdf.

Another public member commented about the ability for the AB and Zone 7 AB to review and comment on the MOU. Staff commented that the current or perceived property boundaries are based on several conflicting documents and one goal of the MOU was to set a framework to resolve the conflicts with a clear set of boundaries.

A member of the public commented on the CSA 6 staff reports regarding the Airport MOU as follows: 1) noted that per a title report (see attached) makes clear that the airport does not own land under the ordinary high tide, which is the "channel where CSA 6 dredges; 2) past actions by the County has resulted in airport and State Lands title issues which impact Zone 7 flood control levees and over 100 private properties in the subdivision created in the 1950s; 3) any MOU should explain the county actions that caused the boundary/title problems and any agreement negotiated between State Lands, County and Airport should address all of the boundary/title issues include those that impact the Zone 7 levee and the private properties; and 4) any negotiated agreement should also go before the Zone 7 Advisory Board for consideration or comment and should also be made available to impacted private property owners for review and comments prior to being brought before the Board of Supervisors and the State Lands Commission.

Staff noted that the property boundaries are complicated and that multiple documents may indicate different ownership conditions and one goal of the MOU was to create a framework to resolve those differences.

The AB asked if the analysis by the CSA 6 consultant of all three potential disposal sites (Airport, McInnis, LGVSD fields) can include cost, timing of availability and quantity that the site can receive. Staff stated that this analysis can be done for the alternative sites to bring all three disposal sites to the same baseline level of analysis.

BH discussed that Marin Lagoon Homeowner Association plans to dredge and dispose of their sediments at the airport.

Prior to the AB meeting, staff received written correspondence related to this item. Copies of these testimonies were provided to the AB members and copies were available to the public. A copy of each testimony is attached to these minutes.

Item 6. Geomorphic Dredge Project Status

Staff provided a presentation on: the status of the hydrographic survey of the creek; the analysis of two new potential sediment disposal sites (McInnis Marsh and Las Gallinas Valley Sanitary District (LGVSD) Fields); and on the four potential "add-on" projects associated with a base dredging project using a geomorphic design. The four add-on projects are: 1) Performing additional dredging that extends from the planned geomorphic dredged channel to existing low tide boat docks; 2) Extending existing boat docks to the planned geomorphic dredged channel; 3) consideration of Santa Margarita Island outer (west) or inner (east) arm of the creek channel; and 4) extending the dredge to create a pilot channel to San Pablo Bay.

County of Marin

BH commented that the Airport site could be a cheaper and more feasible disposal site compared to other locations and that the primary goal of CSA #6 should be to dredge the creek sooner rather than later and for the lowest cost. Several members of the public commented on the history with the boat docks, property boundaries and previous determinations that the County has the right to dredge the creek.

ES and a community member discussed the value of a community boat dock as an alternative or addition to the private boat dock dredging. ES offered to contact Parks or others to evaluate the possibility of a community boat dock potentially at County Pump Station #3.

Add-on Project #1:

The AB discussed this add-on project and received comment from the public. Members of the public pointed out that existing storm drainage outfalls may not extend to the geomorphic channel location. Another member of the public suggested ways to offset the additional dredge volumes associated with this add-on. Several members of the public who have docks said that the docks were designed to be removed and replaced following dredging. Staff commented that while this was good information to have, the dock piles would remain in place and are subject to damage by dredging operations. It is likely that any dock owner wanting a boat dock dredge would have to sign a waiver of liability and pay for the work separately. Staff also presented that there may be permitting difficulties and costs associated with the additional dredge to docks due to environmental impacts.

Action by Board: Recommendation to investigate the interest in individual property owners to pay for this additional dredging. This action will require staff time to compile a list of dock owners and poll each owner as to their interest in paying for a dredge to their dock.

M/S: MB/ES, **Ayes:** All, **Nay:** None, **Abstain:** None

Add-on Project #2:

The AB discussed this add-on project and received comment from the public. Staff noted that extending docks across the channel to deeper water may be both difficult to permit and also cause creek blockage and navigational issues. The proposed budget has some funds allotted to look into this issue.

Action by Board: See Board action under Item 8.

Add-on Project #3:

The AB discussed this add-on project, specifically the pros and cons of blocking either the outer (west) or inner (east) channel split around the island and received comments from the public. Members of the public commented that blocking the inner (east) channel would eliminate dock access and potentially lower property values. Other members of the public mentioned that the previous dredging project (1994) did not complete the entire inner (east) channel. Members of the AB and public asked staff if the blockage was required at all in either the outer (west) and inner (east) channels or if the outer (west) channel could not be dredged. Staff responded that the blockage was not required but rather was a way to minimize future dredging costs and maximize the geomorphic design concept (dredging the inner channel is not necessarily a geomorphic approach).

County of Marin

Action by Board: Recommendation to staff to not include a blockage of either the outer (west) or inner (east) channel around Santa Margarita Island but to only dredge the inner (east) channel.

M/S: *ES/MB*, **Ayes:** *All*, **Nay:** *None*, **Abstain:** *None*

Add-on Project #4:

The AB discussed this add-on project, and staff reiterated that it was not needed for navigation of the upper channel.

Action by Board: Recommendation to drop this add-on project.

M/S: *MB/CD*, **Ayes:** *All*, **Nay:** *None*, **Abstain:** *None*

Item 7. NERR Pile Repair Update

This item was included in the staff presentation discussed under Item 5. The AB had previously recommended a \$5,000 budget to support repairs to a damaged pile used by the San Francisco Bay National Estuarine Research Reserve (NERR). The pile is used to house instruments and gauges to monitor water level and quality. Staff reported that the repairs are complete, including the posting of an advisory speed limit sign (5 mph) for a total cost of \$4,000.

A member of the public asked if the data collected by NERR was available to the public in real-time. Staff reported that the data is not real time and additional equipment would be required to provide this capability.

Item 8. CSA 6 FY 2016 – 2017 Budget Review

Staff presented their proposed CSA 6 budget for the current fiscal year which began July 1, 2017 and ends June 30, 2018. The budget includes \$10,000 to evaluate the permitting and other obstacles involved with extending private docks closer to the proposed geomorphic channel alignment.

Action by Board: Recommend the Board of Supervisors approve the budget as presented.

M/S: *MB/BA*, **Ayes:** *All*, **Nay:** *None*, **Abstain:** *None*

Item 8. Gallinas Creek Watershed Program Update

Please see the staff report from 10/04/17 for information on the Watershed Program status.

Item 9. Schedule Next Meeting

Staff recommended meeting more regularly and proposed meeting again in January 2018 if not sooner.



GALLINAS WATERSHED COUNCIL

PO Box 4284, San Rafael, CA 94913

Oct. 3, 2017

Dear Supervisor Connolly and CSA 6 Board:

It has come to our attention that the County of Marin is entering into an MOU with the SR Airport regarding the tip of land (“tip”) owned by the State and under the County’s management.¹ Given the long history between the Airport and Santa Venetia residents, and the concern voiced by GWC and Audubon over the missing Ridgway’s Rails in the north fork, we believe it would be injudicious for the County to enter into any agreement or MOU with the Airport without vetting such an agreement with the public and interested groups, including environmental groups, as well as CSA 6. This issue is larger than dredging.

We have a number of points to make regarding this:

- There does not need to be any trading or leasing of land in order for the county to do a dredging of the creek, which it has already done several times in the past.
- The County is not negotiating for the highest and best uses for that land nor in the interest of the general public or the endangered species that rely upon the marsh when it gives away ownership of the tip to the Airport.
- While the County in the past may have protected a single, private landowner by maintaining a levee on this parcel, it is under no obligation from the State Lands Commission to do so and it has stated this in a letter from DPW to City of San Rafael (Attached).
- The Airport is “trading away” lands it does not own, but has only claimed to own, and has no rights to these lands by any authority other than their own claims.² Accepting those claims without proper adjudication is setting a legal

¹ Staff Report CSA Advisory Board Meeting for Wed. Oct. 4 Item 5a

² We refer to the letter from Robert Dobrin and the document submitted by County during the Airport’s lawsuit against Robert Dobrin. In that submittal the County reaffirms their right to the creek to preserve navigation, which would include a right

*Gallinas Watershed Council is a fiscal project of MarinLink, a 501(c)(3) nonprofit.
MarinLink’s federal tax ID number is 20-0879422.*

precedent in a situation where ownership is disputed, as is paying for an interim lease on disputed lands. This could rightly be considered a sizeable gift of public funds to a private entity. That gift includes the substantial amount of public money the County has spent in building and maintaining the levee on the tip over the past many years. A lease will also unnecessarily increase the cost of the dredging project.

- Restoration of diked historical wetlands and their channels is known to be an effective way to enhance tidal prism, which acts as a scouring mechanism to move sediment deposited in the channel back downstream and into the bay, which naturally keeps the channel open and navigable. In addition, the deposition of sediment onto the marsh for marsh accretion is a natural way of protecting local residents and municipal infrastructure against sea level rise.
- The Airport bridge construction and the ongoing heavy hauling of fill over those bridges to the Airport, along with the SMART train's bridge construction and operations, have caused the Ridgway's Rail to abandon the north fork of Gallinas Creek. This conclusion is from biological researcher Jules Evens, who consulted for the County for the adjacent McInnis Park Project, and who has documented this situation. Should this abandonment continue for additional years, and not be temporary, the Airport, the County and the City of San Rafael could be found guilty of a massive "taking" in violation of state and federal endangered species laws. Moving slowly and judiciously is called for, given the serious consequences of further activities that might create additional impacts on this population.

It behooves the County to argue for fair and equitable resolution. The County should not be advancing only the most expedient solution by giving away a significant piece of public land to a private entity without receiving equitable consideration in return. This is necessary to protect the public's interest, financial and otherwise, and to protect a significant habitat for several threatened and endangered species.

Equitable consideration could require flooding additional Airport land north and/or south of the runway in exchange for the tip, which would create additional habitat, tidal prism and marsh width. The County could also discontinue maintenance of the tip's levees, and notify the Airport that the County will no longer be maintaining them. Given that these levees have been recently improved, this provides the Airport sufficient time to construct an inboard levee on their own land, which would remove future County liability. Recovery of the funds extended in building and maintaining that levee on public lands could then be put into protecting and

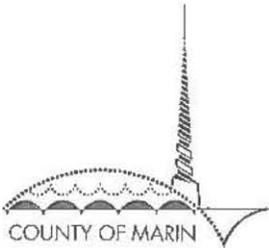
to dredge. The Airport's claims of ownership are poorly represented and without foundation. Attached.

enhancing the levees along Santa Venetia or the levee dirt repurposed for the
McInnis marsh project.

Sincerely,

Judy Schriebman
Secretary, GWC

Cc: Ellen Stein, CSA 6 Board
Robert Dobrin, CSA 6



DEPARTMENT OF PUBLIC WORKS

People serving people.

Robert Beaumont
DIRECTOR

March 21, 2012

RECEIVED
MAR 25 2012
PLANNING

Administration
PO Box 4186
San Rafael, CA 94913-4186
415 473 6528 T
415 473 3799 F
415 473 3232 TTY
CRS Dial 711
www.marincounty.org/pw

Mr. Kraig Tambornini, Senior Planner
City of San Rafael Community Development
1400 Fifth Avenue, Third Floor
San Rafael, CA 94901

RE: San Rafael Airport Recreational Facility
397-400 Smith Ranch Road
Comments on Report to Planning Commission for March 27, 2012

Accounting

Dear Mr. Tambornini:

Airport

The Marin County Public Works Department has reviewed the subject report and recommended conditions of approval for the San Rafael Airport Recreational Facility project and has a few comments.

Building Maintenance

Capital Projects

Maintenance of the site perimeter levee system is discussed in the staff report and there are a few related proposed levee maintenance conditions of approval. Public Works would like to clarify that neither the County of Marin nor the Marin County Flood Control and Water Conservation District are responsible for levee maintenance around the San Rafael Airport site, including portions of the levee on State tidelands where the County of Marin is a public trust lands administrator.

Certified Unified Program Agency (CUPA)

Communications Maintenance

County Garage

Reference to the county's responsibility to maintain the levees to 9' MSL is not accurate. The county is not responsible for maintaining any part of the subject levee system; please remove the reference in the proposed conditions of approval of "joint monitoring and maintenance of the entire levee system." We do, however, concur with the basic condition that the developer is responsible to maintain the levee system consistent with the City's General Plan 2020, Policy S-20. Any work on the levee outside of the City of San Rafael's jurisdiction may, depending on the scope and quantity of material involved, require a grading permit from County Public Works.

Disability Access

Engineering & Survey

Flood Control & Water Resources

Land Development

Should you have any questions or would like to discuss further, please contact me at (415) 473-2754. Thank you for your consideration.

Purchasing

Real Estate

Very truly yours,

Reprographic Services

RECEIVED

Road Maintenance

Eric Steger
Assistant Director

MAR 26 2012

Stormwater Program

C: Bob Beaumont, Director

PLANNING

Transportation & Traffic Operations

Waste Management

1 PATRICK K. FAULKNER, COUNTY COUNSEL
David Zaltsman, Deputy (SBN 113053)
2 3501 Civic Center Drive, Room 275
San Rafael, CA 94903
3 Tel.: (415) 499-6117, Fax: (415) 499-3796

4 Attorney(s) for Defendant County of Marin
5

6
7
8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF MARIN
9

10 San Rafael Airport, LLC,

11 Plaintiff,

12 v.

13 Robert Dobrin, Frances L. Nunez, State of
California, County of Marin and Does 1 through 50,
14 inclusive,

15 Defendant

Case No.: CV 061684

SETTLEMENT CONFERENCE STATEMENT

Date: March 3, 2011

Time: 8:30 am

Dept: B

Judge: The Honorable Roy O. Chermus

Trial Date: April 5, 2011

Action Filed: April 21, 2006

16
17 The County of Marin ("County") hereby offers the following as its Settlement Conference
18 Statement in this action pursuant to California Rules of Court 3.1380 and Marin County Local Rule
19 1.22.

20 I. STATEMENT OF THE CASE

21 The County is only involved in this action because it is the grantee of certain state lands in and
22 around Gallinas Creek by virtue of Chapter 497 of Statutes of 1959. Therefore like the State, as far as
23 the County is concerned, this is solely an action by the plaintiff San Rafael Airport LLC ("Airport")
24 against one remaining private party defendant Robert Dobrin for trespass and quiet title regarding a
25 floating dock in Gallinas Greek (or Gallinas Canal) located in the unincorporated County of Marin near
26 San Rafael. Mr. Dobrin's residence and the Airport occupy opposing sides of Gallinas Creek, a tidal
27 creek tributary to San Pablo Bay currently consisting of tidelands and submerged lands. The Airport
28 also claims damages to its property (both water-covered and uplands) because of Mr. Dobrin's trespass,

1 and injunctive relief to stop future trespass. The State and the County are necessary parties because of
2 Dobrin's claims that Gallinas Creek is State sovereign lands granted in trust to the County. However,
3 neither the Airport nor Mr. Dobrin seek any affirmative relief against the State or the County. Because
4 of this, the County like the State is only participating in this case in order to protect its interests in
5 *Gallinas Creek should they be imperiled by the underlying dispute between the Airport and Mr. Dobrin.*

6 Therefore the County in this Settlement Conference Statement will follow the law and facts as
7 stated in the State's Settlement Conference Statement with one major exception. The County is of the
8 opinion that a proposed settlement that all the parties spent a considerable amount of time crafting over
9 the course of many months should be seriously re-visited by the real parties in interest herein with the
10 goal of resolving not just the dispute between these parties, but also a global settlement for the property
11 owners and residents of this entire vicinity. (See the latter portions of section VIII *infra*.)
12

13 14 **II. STATEMENT OF FACTS**

15 **A. Factual and Legal Contentions In Dispute**

16 The State issued Tideland Patent #78 for the area on the south bank of Gallinas Creek adjacent to
17 Mr. Dobrin's residence. Mr. Dobrin claims the right to "wharf out" from his property abutting the creek
18 out into Gallinas Creek. The State issued Board of Tideland Commissioner deeds for the area on the
19 north side of Gallinas Creek that is now within the Airport's chain of title. The Airport claims that it
20 owns the bed of Gallinas Creek on which at least a portion of Mr. Dobrin's dock sits because the bed of
21 Gallinas Creek was artificially dredged early in the 20th century from an area within its ownership
22 pursuant to its deeds from the Board of Tideland Commissioners and the spoils placed on Mr. Dobrin's
23 side of Gallinas Creek to make levees and additional dry land for house sites. Thus, the Airport
24 contends that land to which the Airport has title, and which was once dry uplands, is now part of the bed
25 of Gallinas Creek. The title and factual history of the current bed of Gallinas Creek is complex and in
26 dispute between the parties.

27 The State and County have asserted affirmative defenses that it has fee ownership of portions of
28 Gallinas Creek and that the entire creek is subject to public trust for commerce, navigation, and

1 fisheries. However, neither the State nor the County have filed a cross-complaint seeking to affirmative
2 quiet the State's title to these claims. While reserving the right to make fee title and/or public trust
3 easement claims over the bed of Gallinas Creek should it become necessary, at this point the State and
4 County only dispute any claims by either Dobrin or the Airport that they may have some unrestricted
5 right to title, use, or occupation of the bed of Gallinas Creek. In addition, regardless of who owns the
6 bed of Gallinas Creek, the people of the State of California have rights of navigation, fishing, and use
7 over Gallinas Creek that cannot be infringed by either Mr. Dobrin or the Airport.
8

9
10 B. Citations to Legal Authority

11 Mr. Dobrin claims that Gallinas Creek is, in fact, owned by the State and has been granted, in
12 trust, by the State to the County. The State acquired title to its navigable waterways and its tidelands
13 and submerged lands by virtue of its sovereignty when admitted into the United States on September 9,
14 1850. (*Borax Consolidated Ltd. v. Los Angeles* (1935) 296 U.S. 10, 15-16; *Phillips Petroleum Co. v.*
15 *Mississippi* (1987) 484 U.S. 469, 476.) Tidelands are those lands lying between the lines of mean high
16 tide and mean low tide, covered and uncovered successively by the ebb and flow thereof. (*Marks v.*
17 *Whitney* (1971) 6 Cal.3d 251, 257-258; *People v. Kerber* (1908) 152 Cal., 731, 733.) Submerged lands
18 are those lands lying below the mean low tide line. (*Borax Consolidated, supra* at 10-22.) The State
19 holds its sovereign lands in trust for public purposes, traditionally delineated in terms of commerce,
20 navigation, and fisheries. (*City of Long Beach v. Mansell* (1970) 3 Cal.3d 462, 482.) The State Lands
21 Commission has exclusive jurisdiction over all ungranted tidelands and submerged lands. (Pub.
22 Resources Code, § 6301.) The State has granted any rights that it retains in Gallinas Canal within the
23 County of Marin to the County. (Chap. 497, Stats. 1959.) The State does, however, retain supervisory
24 rights in the lands granted to the County. (Pub. Resources Code, §§ 6301; 6306.) The State was joined
25 to this action pursuant to Public Resources Code section 6308 which requires its joinder in any action by
26 or against one of its grantees involving the title to or boundaries of granted sovereign lands.

27 Lands sold by the State pursuant to tideland patents, even if filled and currently composed of
28 uplands, remain subject to the public trust for commerce, navigation, and fisheries. (*People v.*

1 *California Fish Co.* (1913) 166 Cal. 576, 598-599.) Lands sold by the State via Board of Tideland
2 Commissioners sales may have been conveyed into private ownership free of all sovereign rights if
3 lawfully filled prior to 1980. (*City of Berkeley v. Superior Court* (1980) 26 Cal.3d 515, 519, 534-535.)
4 Further, principles of natural and/or artificial accretion, and other principles of water boundary law may
5 apply.

6 Regardless of who may own the current bed of Gallinas Creek, the people of the State of
7 California possess an easement over Gallinas Creek for the purposes of navigation and fishing that
8 cannot be infringed by either Mr. Dobrin or the Airport. (*Bohn v. Albertson* (1951) 107 Cal.App.2d 738,
9 757; *Forestier v. Johnson* (1912) 164 Cal. 24; *People ex rel. Baker v. Mack* (1997) 19 Cal.App.3d
10 1040, 1050.)

11 12 **III. SPECIAL DAMAGES**

13 Not Applicable.

14 15 **IV. PERTINENT DOCUMENTARY EVIDENCE**

16 Not Applicable.

17 18 **V. HIGHEST PREVIOUS OFFER**

19 Not Applicable.

20 21 **VI. DATE OF LAST FACE-TO-FACE SETTLEMENT DISCUSSIONS**

22 All of the parties last met approximately six months ago, and met many times over the prior
23 eighteen (18) months. However, we also understand that Mr. Dobrin and the Airport have held
24 settlement discussions within the last month.
25
26
27
28

700 IRWIN STREET
SAN RAFAEL, CA 94901
(415) 454-9323
FAX (415) 454-7301

591 REDWOOD HWY. SUITE 2100
MILL VALLEY, CA 94941
(415) 383-8410
FAX (415) 388-5233

189 SIR FRANCIS DRAKE BLVD
GREENBRAE, CA 94904
(415) 461-7474
FAX (415) 925-0470

1300 GRANT AVE. STE 102
NOVATO, CA 94945
(415) 892-5800
FAX (415) 892-7221

CAL LAND™

CALIFORNIA LAND TITLE OF MARIN PRELIMINARY REPORT

RECEIVED

FEB 16 2006

CITY OF SAN RAFAEL
PLANNING

PROPERTY REFERENCE:
PCL B (21 PM 70)
SAN RAFAEL, CA 94903

OUR NO.: 255170 PH
OFFICE: SAN RAFAEL
REPLY TO: PAUL HICKMAN
YOUR NO.:
BUYER / BORROWER: SAN RAFAEL AIRPORT, LLC
DATE: March 1, 2004

In response to the above referenced application for a policy of title insurance.

California Land Title of Marin

hereby reports that is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein, hereinafter set forth, insuring against loss which may be sustained by reason of defect, lien or encumbrance not shown or referred to as an Exception, in Schedule B or not excluded from coverage pursuant to the printed Schedules, Conditions, and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in the attached. Copies of the Policy should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions attached to this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

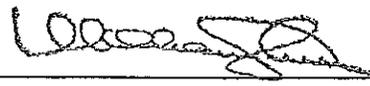
It is important to note that this preliminary report is not written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The form of Policy of Title Insurance contemplated by this report is:

California Land Title Association Standard Coverage Policy 1990
OR ALTA Residential Title Insurance Policy (6-1-87); and/or American Land
Title Association Loan Policy (10-17-92) with ALTA Endorsement - Form 1 Coverage

Dated as of: January 15, 2004
At: 7:30 A.M.



Title Officer

kf /KJR

Affiliated with CHICAGO TITLE INSURANCE COMPANY, COMMONWEALTH LAND TITLE INSURANCE COMPANY,
NORTH AMERICAN TITLE INSURANCE COMPANY, and STEWART TITLE GUARANTY COMPANY

SCHEDULE A

1. The estate or interest in the land hereinafter described or referred to covered by this report is:

A FEE as to Parcel Number(s) One EASEMENT as to Parcel Number(s) Two

2. Title to the said estate or interest in the land described at the date hereof is vested in:

SAN RAFAEL AIRPORT, LLC, a California limited liability company

3. The land referred to in this report is situate in the City of San Rafael, County of Marin, State of California, and is described as follows:

SEE DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

DESCRIPTION

ESCROW NO. 255170 PH

ALL THAT CERTAIN real property situate Partly in the City of San Rafael, County of Marin, State of California, described below as follows:

PARCEL ONE:

Parcel B, as shown upon that certain Parcel Map entitled "Parcel Map Civic Center North, lying within and adjoining the City of San Rafael, Marin County, California", filed for record December 15, 1983 in Book 21 of Parcel Maps, at Page 70, Marin County Records.

EXCEPTING THEREFROM any portion of the above described property lying within the bed of the Gallinas Canal (North or South Forks) below the line of natural ordinary high tide and also excepting any artificial accretions to said land waterward of said line of Natural ordinary high tide, as said canal is shown upon that certain map entitled, "Map No. 3 of Salt Marsh and Tide Lands, situate in the County of Marin, State of California", filed for record July 25, 1960 in Can "F", Marin County Records.

PARCEL TWO:

A NON-EXCLUSIVE ACCESS EASEMENT for roadway and utility purposes over a strip of land 40 feet in width lying Northeasterly of and adjacent to the following described line:

Beginning at a point on the line of ordinary low tide on the South bank of the North Fork of Gallinas Creek, as shown on the "Plat of the Grant to the County of Marin Parcel B, Chapter 497 Statutes of 1959, Vicinity of Gallinas Creek by the State Lands Commission, State of California", filed September 16, 1960 in Can F, Marin County Records, said point being the most Northerly corner of the parcel of land described in the Deed from Jordan K. Smith, et al to U.S. Communities, Inc., a corporation recorded May 18, 1972 in Book 2569 of Official Records at page 586, Marin County Records, thence along the Northeasterly line of said parcel South 17° 12' 00" East, 87.52 feet, thence on a curve to the left with a radius of 140 feet, a central angle of 17° 16' 17", for a distance of 42.20 feet, thence South 34° 28' 17" East, 160.0 feet, thence for a distance of 80 feet more or less to the Southwesterly line of a vehicle access bridge, said point also being on the Northwesterly line of the lands of the Northwestern Pacific Railroad, as described in the Deed recorded October 23, 1916 in Book 183 of Deeds at page 104, Marin County Records.

Said easement to extend for its full width from the Northwesterly line to the Southeasterly line thereof.

SCHEDULE B

EXCEPTIONS FROM COVERAGE

At the date hereof, exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special County and City taxes for the fiscal year 2004-2005, a lien not yet payable.
2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code, of the State of California.
3. Any change in the boundaries of the herein described property that has occurred or may hereafter occur by natural means and by imperceptible degrees.
4. Any adverse claim based upon the assertion that any portion of said land was not tide land subject to disposition by the State of California, or that any portion thereof has ceased to be tide lands by reason of erosion or by reason of having become upland by accretion, or that any portion thereof has been created by artificial means or has accreted to such portions so created.
5. Rights and easements for commerce, navigation and fishery.
6. Any easement or claim of easement based upon prescription or by implied dedication to the public, over said land or any part thereof, for access to adjoining beach or body of water for recreation purposes.
7. Any adverse claim of the County of Marin based on rights conveyed by the State of California by Assembly Bill No. 59 Chapter 497 Statutes of 1959.

Effect of "Plat of the Grant to the County of Marin Parcel "B", Chapter 497, Statutes of 1959", filed for record September 16, 1960 in Can "G", Marin County Records.

8. Terms and Conditions as contained in the Right of Way Deed executed by John Lucas to The San Francisco and North Pacific Railroad Company, a corporation, recorded December 28, 1881 in Book W of Deeds at page 410, Marin County Records.
9. Easement for a line of poles and wires together with appurtenances and rights incidental thereto as conveyed by Sam Smith et al to Northwestern Pacific Railroad Company, a corporation by instrument recorded November 23, 1937 in Book 352 of Official Records at Page 354, Marin County Records.
10. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Recorded: August 22, 1958
in Book 1212, of Official Records at Page 13, Marin County Records.
In Favor of: Las Gallinas Valley Sanitary District, a public corporation
For: Sanitary Sewer Purposes, 10 feet in width
Affects : Central Portion

A portion of said easement has been relinquished by Quit Claim Deeds recorded March 29, 1989, as Instrument No. 89-017603 and November 16, 1994, as Instrument No. 94-079513, Marin County Records

11. Terms, Provisions and Conditions contained in that certain "Agreement for Exchange of Lands" executed by and between the County of Marin and Jordon Smith, et al, recorded January 17, 1961 in Book 1429 of Official Records at Page 204, Marin County Records.

SCHEDULE B
Continued

12. Right of Way 20 feet in width for aerial and underground wires, together with appurtenances and rights incidental thereto, as conveyed by Frieda Smith et al to Pacific Telephone and Telegraph company, a California Corporation by instrument recorded March 14, 1963 in Book 1666 of Official Records at Page 620, Marin County Records.

Said instrument contains provisions for re-location of said route.

By Quitclaim Deed from Pacific Bell, Successor to The Pacific Telephone and Telegraph Company to Frieda Smith, et al, recorded November 9, 1992 under Recorder's Serial No. 92-089745, Marin County Records; a portion of the above easement has been relinquished.

13. An easement for the purpose shown below and rights incidental thereto as set forth in a document
- | | |
|--------------|---|
| Recorded: | October 9, 1964,
in Book 1869, of Official Records at Page 162, Marin County Records. |
| In Favor of: | Pacific Telephone and Telegraph Company, a corporation |
| For: | Aerial and underground wires, cables, poles, anchors, guys, and appurtenances thereto, 20 feet in width |
| Affects : | Central Portion |

A portion of said Easement has been relinquished by Quit Claim Deed Recorded November 9, 1992, as Instrument No. 92-089744, Marin County Records.

14. Terms, Provisions and Conditions contained in that certain Right of Entry Permit executed by First National State Bank of New Jersey to the County of Marin, recorded December 17, 1971 in Book 2527 of Official Records at page 258, Marin County Records.
15. Unrecorded Lease in favor of Robert De Young, doing business as Smith Ranch Airport, as disclosed by Notice of Non-Responsibility, recorded November 22, 1974, in Book 2848 of Official Records at page 400, Marin County Records.

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

16. Matters contained in that certain document entitled "Gallinas Creek Boundary Agreement No. 1, B.L.A. No. 132" executed by and between The State of California, acting by and through the State Lands Commission and The County of Marin, et al
- | | |
|-----------|---|
| Recorded: | December 13, 1978
In Book 3476, of Official Records at Page 249, Marin County Records. |
|-----------|---|

Reference is hereby made to the public record for full particulars.

NOTE: Section 12956.1 of the Government Code provides the following: If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.1 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

SCHEDULE B
Continued

17. Terms, Provisions and Conditions contained in that certain Option to Purchase Real Property executed by and between First National State Bank of New Jersey and Las Gallinas Valley Sanitary District, recorded November 19, 1981 as Instrument No. 81-051261, Marin County Records.

Assignment of said option rights by Las Gallinas Valley Sanitary District to Bresnan-Dalecio, Inc., et al, recorded December 18, 1984 as Instrument No. 84-057920, Marin County Records.

Affects: A portion of the land described herein.

18. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Recorded: November 19, 1981

as Instrument No. 81-51262, Marin County Records.

In Favor of: Las Gallinas Valley Sanitary District

For: Sanitary Sewer Purposes

Affects : Northwesterly 15 feet

A portion of said easement has been relinquished by Quit Claim Deed Recorded March 29, 1989, as Instrument No. 89-017602, Marin County Records.

19. Note upon the filed map herein referred to which states:

a) Parcel B was determined from record data only

b) Parcel B see declaration of restrictions recorded by owner under separate instrument

20. Easement(s) for the purpose(s) shown below and rights incidental thereto as shown or as offered for dedication on the filed map referred to herein.

For: Natural Habitat Area

Affects: Southwesterly Portion

For: Undisclosed Purposes

Affects: Northwesterly 80 feet

For: Sanitary Sewer Purposes (81-51262)

Affects: Northwesterly 15 feet

For: "20' Wide P.T.&T. Easement (1869 O.R. 162)"

Affects: Central Portion

21. Covenants, Conditions and Restrictions as contained in the Declaration of Restrictions (but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons)

Recorded: December 15, 1983

as Instrument No. 83-062935, Marin County Records

The conditions therein contain no express words of forfeiture or reversion of title if violated.

NOTE: Section 12956.1 of the Government Code provides the following: If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.1 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

SCHEDULE B
Continued

22. Terms, Provisions and Conditions contained in that certain agreement disclosed by the Memorandum of Option Agreement executed by and between Joe Shekou, et ux and William J. Bielser, recorded February 28, 1984, as instrument No. 84-009682, Marin County Records.
23. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Recorded: July 20, 1984
as Instrument No. 84-35146, Marin County Records.
In Favor of: Las Gallinas Valley Sanitary District
For: Temporary Construction Purposes
Affects : Westerly Portion, 20 feet in width
24. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Recorded: July 20, 1984
as Instrument No. 84-035147, Marin County Records.
In Favor of: Las Gallinas Valley Sanitary District
For: Sanitary Sewer Purposes
Affects : Southwesterly and Westerly Portions
25. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Recorded: March 29, 1989
as Instrument No. 89-17600, Marin County Records.
In Favor of: Las Gallinas Valley Sanitary District, a public corporation
For: construction, maintenance, repair and reconstruction of sanitary sewer facilities,
together with the right of ingress and egress
Affects : Southwesterly Portion, 15 feet in width
26. Matters contained in that certain document entitled "Agreement for the Construction and Installation of a Privately Owned Sanitary Sewer Lift Station" executed by and between Las Gallinas Valley Sanitary District, Marin County, California, a public corporation and Joe Shekou et ux
Recorded: August 25, 1999
as Instrument No. 1999-0058490, Marin County Records.

Reference is hereby made to the public record for full particulars.

NOTE: Section 12956.1 of the Government Code provides the following: If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.1 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

27. Unrecorded option to purchase in favor of the City of San Rafael affecting portions of the herein described property as disclosed by the filed map referred to herein.
28. The fact that the property does not appear to abut a public road or highway nor to be served by any right of way or easement over adjoining or adjacent property to any such public road or highway.
29. Rights of Tenants in Possession.

END OF SCHEDULE B

NOTES

NOTE NO. 1: Prior to the issuance of any policy of title insurance, the Company will require the following with respect to San Rafael Airport, LLC:

1. A copy of its operating agreement and any amendments thereto must be submitted to the Company for review.
2. A certified copy of its articles of organization (LLC-1), any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10), must be submitted to the Company for review.
3. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, such document or instrument must be executed in accordance with the following:
 - a) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such document must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president, or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer.
 - b) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
4. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

TAX NOTE:

General and special County and City taxes for the fiscal year 2003-2004 have been paid in full in the amount of \$ 24,979.50.

Assessor's Parcel No. 155-230-10;11;12;13;14;15;16 Code Area 8-030 & 89-045

NOTE NO. 2: There are no conveyances affecting said land, recorded within twenty-four (24) months of the date of this report.

NOTE NO. 3: The charge for a policy of title insurance, when issued through this title order, will be based on the short-term rate.

NOTE NO. 4: If a 1970 ALTA Owner's or Lender's or 1975 ALTA Leasehold Owner's or Lender's policy form has been requested, the policy, when approved for issuance, will be endorsed to add the following to the Exclusions From Coverage contained therein:

Loan Policy Exclusion:

Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that is based on:

- (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
- (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
- (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

NOTES
Continued

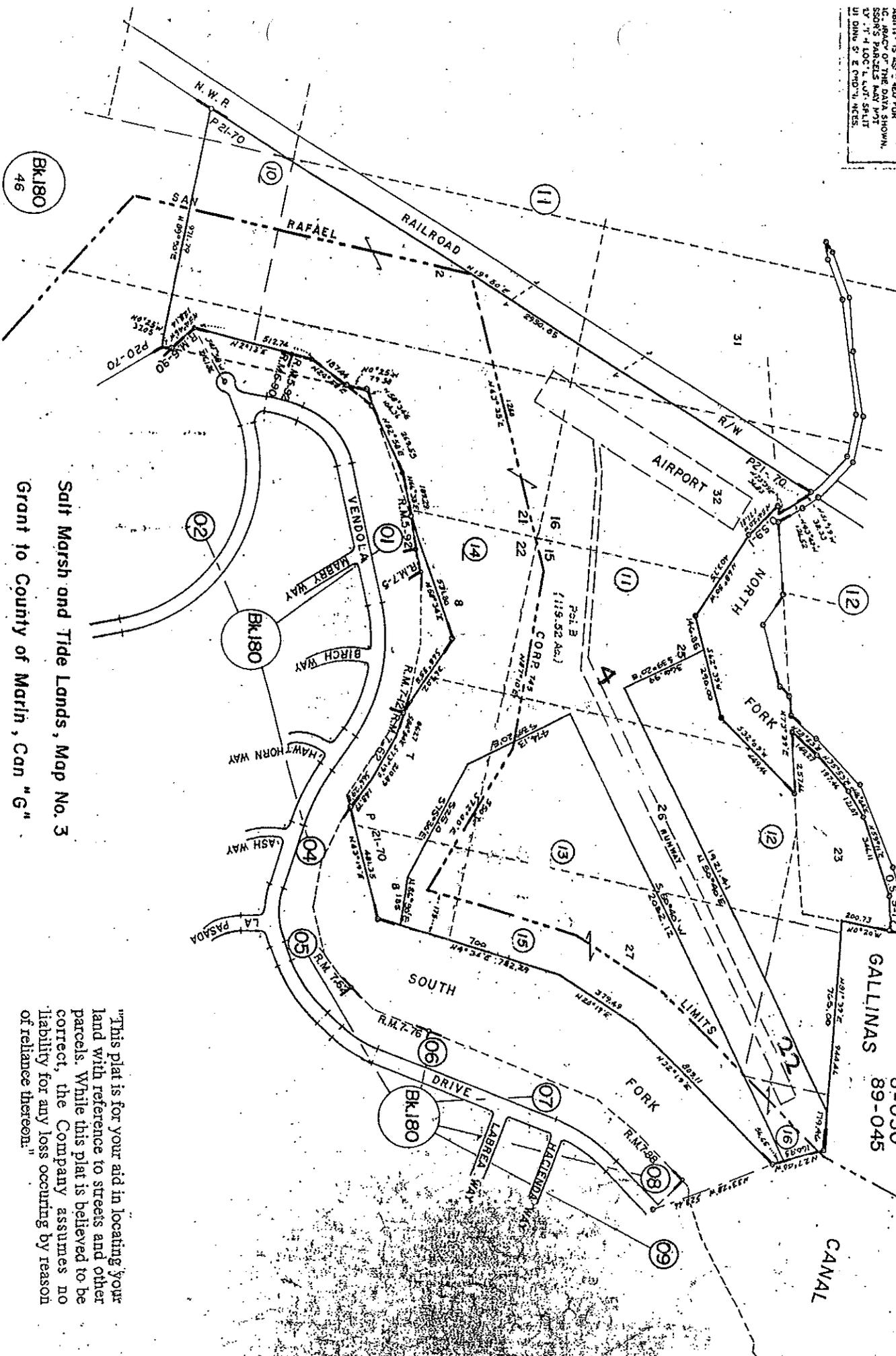
Owner's Policy Exclusion:

Any claim, which arises out of the transaction vesting in the insured, the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that is based on:

- (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
- (ii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

MAP
 MAP WAS PREPARED FOR
 SSMCITY PURPOSES ONLY
 ABILITY IS ASSUMED FOR
 USE OF THE DATA SHOWN
 IN THIS MAP FOR OTHER
 PURPOSES IS NOT WARRANTED
 IN ANY MANNER.

POR. RANCHO SAN PEDRO, SANTA MARGARITA Y LAS GALLINAS
 POR. T.2N.-R.6W., M.D.B.8M.



06 Tax Rate Area
 8-030
 89-045

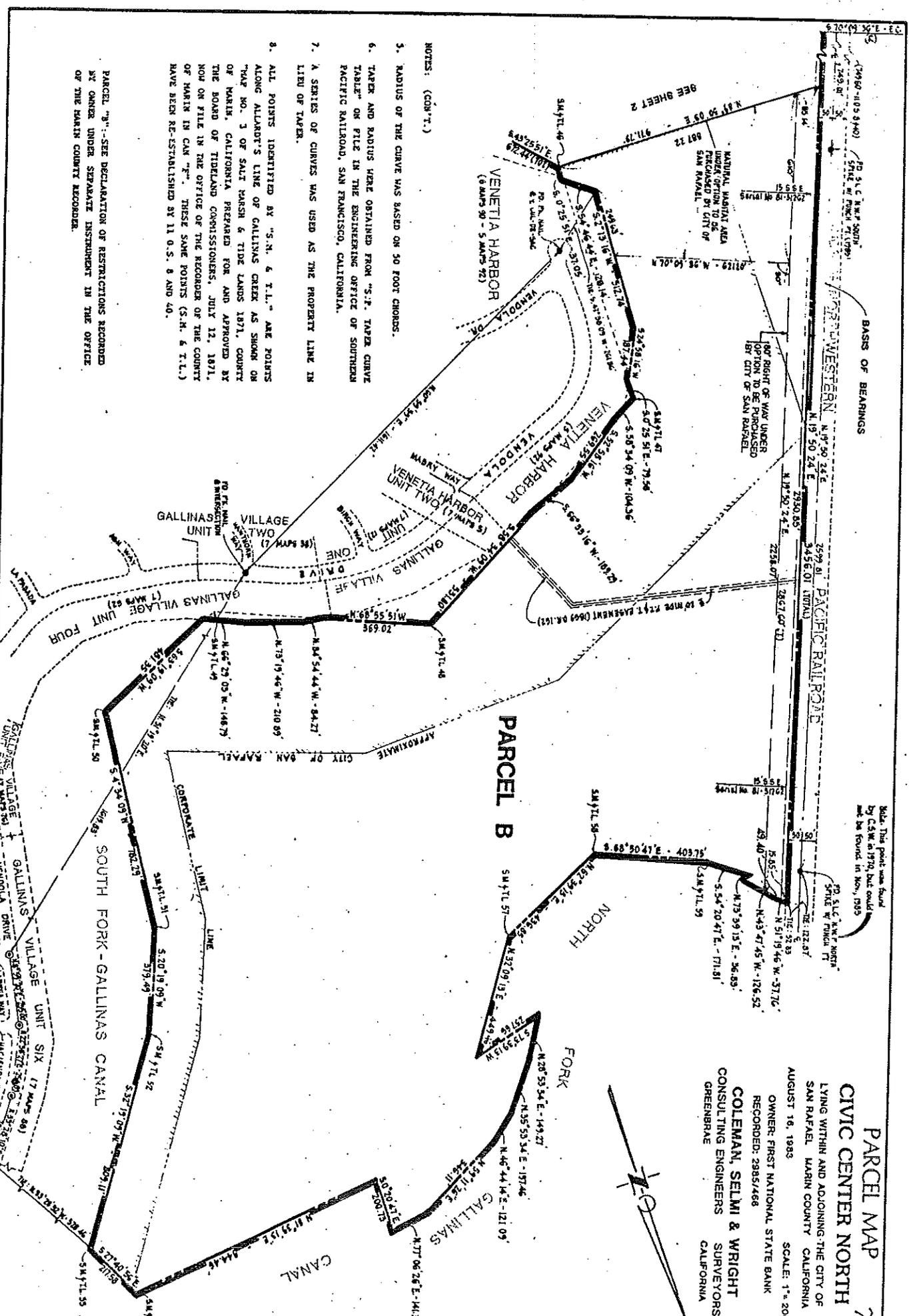
Salt Marsh and Tide Lands, Map No. 3
 Grant to County of Marin, Can "G"

"This plat is for your aid in locating your land with reference to streets and other parcels. While this plat is believed to be correct, the Company assumes no liability for any loss occurring by reason of reliance thereon."

NOTE - Assessor's Block Numbers Shown in Ellipses.
 Assessor's Parcel Numbers Shown in Circles.

Note: This point was found by C.S.M. in 1919, but could not be found in Nov., 1933

PARCEL MAP
CIVIC CENTER NORTH
 LYING WITHIN AND ADJOINING THE CITY OF
 SAN RAFAEL MARIN COUNTY CALIFORNIA
 AUGUST 16, 1933
 SCALE: 1" = 200'
 OWNER: FIRST NATIONAL STATE BANK
 RECORDED: 2885/466
COLEMAN, SELMI & WRIGHT
 CONSULTING ENGINEERS
 GREENSBRAE CALIFORNIA



- NOTES: (CON'T.)
1. RADIUS OF THE CURVE WAS BASED ON 30 FOOT CHORDS.
 2. TAPER AND RADIUS WERE OBTAINED FROM "S.F. TAPER CURVE TABLE" OR FILE IN THE ENGINEERING OFFICE OF SOUTHERN PACIFIC RAILROAD, SAN FRANCISCO, CALIFORNIA.
 3. A SERIES OF CURVES WAS USED AS THE PROPERTY LINE IN LIEU OF TAPER.
 4. ALL POINTS IDENTIFIED BY "S.N. & T.L." ARE POINTS ALONG ALLARDY'S LINE OF GALLINAS CREEK AS SHOWN ON "MAP NO. 3 OF SALT MARSH & TIDE LANDS 1871, COUNTY OF MARIN, CALIFORNIA PREPARED FOR AND APPROVED BY THE BOARD OF TIDELAND COMMISSIONERS, JULY 12, 1871. NOW ON FILE IN THE OFFICE OF THE RECORDER OF THE COUNTY OF MARIN IN CAN "E". THESE SAME POINTS (S.N. & T.L.) HAVE BEEN RE-ESTABLISHED BY 11 O.S. 8 AND 40.

PARCEL "B" - SEE DECLARATION OF RESTRICTIONS RECORDED BY OWNER UNDER SEPARATE INSTRUMENT IN THE OFFICE OF THE MARIN COUNTY RECORDER.

"This plat is for your aid in locating your land with reference to streets and other parcels. While this plat is believed to be correct, the Company assumes no liability for any loss occurring by reason of reliance thereon."

NOTICE TO BUYERS/SELLER/BORROWERS

ALL MONIES / FUNDS WHICH YOU ARE REQUIRED TO DEPOSIT IN CONJUNCTION WITH AN ESCROW CLOSING MUST, BY CALIFORNIA LAW* BE DEPOSITED / HELD PRIOR TO DISBURSEMENT AS FOLLOWS:

1. Cash and wired funds may be disbursed on the same day as those funds are deposited.
2. Cashier's, Certified and Teller's Checks must be received and deposited one (1) business day prior to the date of disbursement.
3. All other checks, individual, partnership, corporate and otherwise, must be deposited and held for a period of three (3) to seven (7) business days prior to the date of disbursement, depending on origin.

PLEASE DISCUSS THE FUNDING WITH YOUR ESCROW OFFICER TO DETERMINE THE TIME PERIOD GOVERNING YOUR TRANSACTION.

Wired Funds should be directed to:
COAMERICA BANK
275 Battery Street, Suite 1100
San Francisco, CA 94111-3305

For the account of:
CALIFORNIA LAND TITLE OF MARIN
Federal Wire Routing # 121137522

BRANCH ACCOUNT NUMBERS:
San Rafael 1891610659
Mill Valley 1891610667
Novato 1891610683

STATUTORY FORM OF NOTICE REQUIRED PURSUANT TO CALIFORNIA REVENUE AND TAXATION CODE

"In accordance with Sections 18805 and 26131 of the Revenue and Taxation Code, a buyer may be required to withhold an amount equal to 3 1/3% of the sales price in the case of a disposition of California real property interest by either:

1. A seller who is an individual with a last known street address outside of California or when the disbursement instructions authorize the proceeds be sent to a financial intermediary of the seller, OR
2. A corporate seller which has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the lesser of 10 percent of the amount required to be withheld or five hundred (\$ 500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$ 100,000), OR
2. The seller executes a written certificate, under the penalty of perjury, certifying that the seller is a resident of California, or if a corporation, has a permanent place of business in California, OR
3. The seller, who is an individual, executes a written certificate, under penalty of perjury, that the California real property being conveyed is the seller's principal residence (as defined in Section 1034 of the Internal Revenue Code).

The seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

The California statutes referenced above include provisions which authorize the Franchise Tax Board to grant reduced withholding and waivers from withholding on a case-by-case basis."

The seller may request a waiver by contacting:

FRANCHISE TAX BOARD, Withhold at Source Unit
PO Box 651
Sacramento, CA 958-12-0651
(916) 369-4900

* California Insurance Code #12413.1 (Effective 1/1/90)

LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE — SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS

In addition to the exceptions in Schedule B, you are not insured against loss, costs, attorney's fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - land use
 - improvements on the land
 - land division
 - environmental protection

This exclusion does not apply to the violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
 - a notice of exercising the right appears in the public records on the Policy Date
 - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
 - that are created, allowed, or agreed to by you
 - that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - that result in no loss to you
 - that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - to any land outside the area specifically described and referred to in item 3 of Schedule A, or
 - in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Someone claiming an interest in your land by reason of:
 - A. Easements not shown in the public records
 - B. Boundary disputes not shown in the public records
 - C. Improvements owned by your neighbor placed on your land.
2. If, in addition to a single family residence, your existing structure consists of one or more Additional Dwelling Units, Item 12 of Covered Title Risks does not insure you against loss, costs, attorneys' fees, and expenses resulting from:
 - A. The forced removal of any Additional Dwelling Unit, or,
 - B. The forced conversion of any Additional Dwelling Unit back to its original use.if said Additional Dwelling Unit was either constructed or converted to use as a dwelling unit in violation of any law or government regulation.

CALIFORNIA LAND TITLE ASSOCIATION HOMEOWNER'S POLICY OF TITLE INSURANCE (5/98)
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
 - a. building
 - b. zoning
 - c. Land use
 - d. improvements on the Land
 - e. Land division
 - f. environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

**AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT - FORM 1 COVERAGE
and
AMERICAN LAND TITLE ASSOCIATION LEASEHOLD LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT - FORM 1 COVERAGE**

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim or priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)
and
AMERICAN LAND TITLE ASSOCIATION LEASEHOLD OWNER'S POLICY (10-17-92)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

California Land Title of Marin's Privacy Policy Notice

Your privacy is an important consideration at California Land Title of Marin. The Gramm-Leach-Bliley Act generally prohibits any financial institution from sharing nonpublic personal information about you with a nonaffiliated third party unless you have received required notice of our privacy policies and practices. We respect the privacy expectation of our customers and want you to be fully informed. The Privacy Policy Notice applies to all nonpublic personal information we collect, whether relating to current or former customers, in the course and conduct of our business.

We may collect nonpublic personal information about you from the following sources:

- * From applications or other forms we receive from you:
- * From your transactions with, or from the services being performed by use, our affiliates or non-affiliated third parties;
- * From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates and non-affiliates:
- * From consumer reporting agencies;
- * From others involved in your transaction such as the real estate agent or lender; and
- * From other source, including appraisals, land surveys, escrow account balances and bank account numbers and balances.

Our policies and practices regarding your personal information and privacy:

- * WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.
- * We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Questions or concerns regarding nonpublic personal information or privacy rights should be expressed in writing and addressed as follows:

California Land Title of Marin
Privacy Department
700 Irwin Street
P.O. Box 150711
San Rafael, CA 94915-0711

Fidelity National Financial Group of
Companies' Privacy Statement

July 1, 2001

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- To agents, brokers or representatives to provide you with services you have requested;
- To third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- To others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes Or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Fidelity National Financial, Inc.
4050 Calle Real, Suite 220
Santa Barbara, CA 93110

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

Robert Dobrin

415.259.4049 robertd@vendola.org 215 Vendola Drive, San Rafael, CA 94903

October 1, 2017

Supervisor Damon Connolly
Board of Supervisors, Marin County
VIA EMAIL

RE Memo of Understanding with San Rafael Airport to Exchange Land

Dear Mr. Connolly,

I learned the County of Marin is negotiating a Memo of Understanding (MOU) with the San Rafael Airport to exchange state tidelands for land where CSA 6 plans to dredge. This MOU is described in item 5a of the Staff Report for the October, 4 2017 Community Service Area 6 Advisory Board Meeting.

In addition to expressing my personal opposition to the deal as outlined, this letter and enclosures provides pertinent background.

I was a co-defendant along with the County of Marin and the State of California in a Quiet Title lawsuit brought by the San Rafael Airport. In that suit, the plaintiff claimed ownership and exclusive rights to portions of the bed of Gallinas Creek.

Both the State of California and the County of Marin asserted affirmative defenses that they had fee title to those portions of Gallinas Creek and that the *entire creek* is subject to public trust for commerce, *navigation* and fisheries. Although the case was finally settled before adjudication, the Settlement Conference Statement submitted by County Counsel further agreed with the State's position:

[R]egardless of who owns the bed of Gallinas Creek, the people of the State of California have rights of navigation, fishing and u over Gallinas Creek that cannot be infringed by either Mr. Dobrin or the Airport.

In short, the State and County were amenable to any settlement as long as the public rights were maintained. County Counsel expressed some incredulity that I objected to a proposed settlement that included an exchange of land similar to what is again now being considered.

I was opposed then, as I am now, for the same reasons.

Permission is not needed from the airport to dredge the channel or for homeowners to maintain their docks since the public enjoys a navigation easement. Thus, there is no need for the County of Marin to grant exclusive use of any public trust land adjacent to the San Rafael Airport in exchange for a still unproven, and likely unprovable, claim by the airport they own land under the creek

I do agree that resolving boundary issues around Gallinas Creek is a good thing and that no further public money should be spent on levees to protect a private airport. I also believe the greatest and best use of the public trust land beyond the airport runway is as restored wetlands. The MOU the County is contemplating forecloses on that possibility.

I request that the public be allowed to comment on any deals with the San Rafael Airport before any action, including a memo of understanding, is advanced or finalized.

Thank you for your prompt attention to this matter. The courtesy of a response is requested.

Sincerely,

Robert Dobrin

cc:

Santa Venetia Neighborhood Association
CSA 6 Advisory Board
Gallinas Watershed Council

Enclosures

1. Settlement Conference Statement. San Rafael Airport vs Dobrin, County of Marin et al.
2. Re-colored Map for Exhibit A above showing land contemplated for exchange by County. (My file copy is black and white so I created this version for easy reference.)

Lower Gallinas Creek

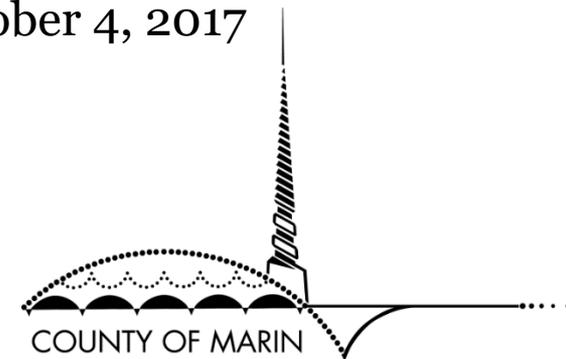
Geomorphic Dredge Design Update



Roger Leventhal, P.E.
Senior Engineer

Flood Control
Public Works Department

October 4, 2017



marinwatersheds.org

June 2016 Meeting – Items Identified to be Updated at 2017 Meeting

1. Update on Bucks Landing
2. Advisory Board (AB) concurred with staff recommendation to conduct new hydro survey and sediment sampling
3. Following staff presentation - AB requested staff continue pursuing disposal of dredged sediment at the airport
4. AB recommended funding SF NERR up to \$5k in matching funds for new pier
5. AB recommended approving budget

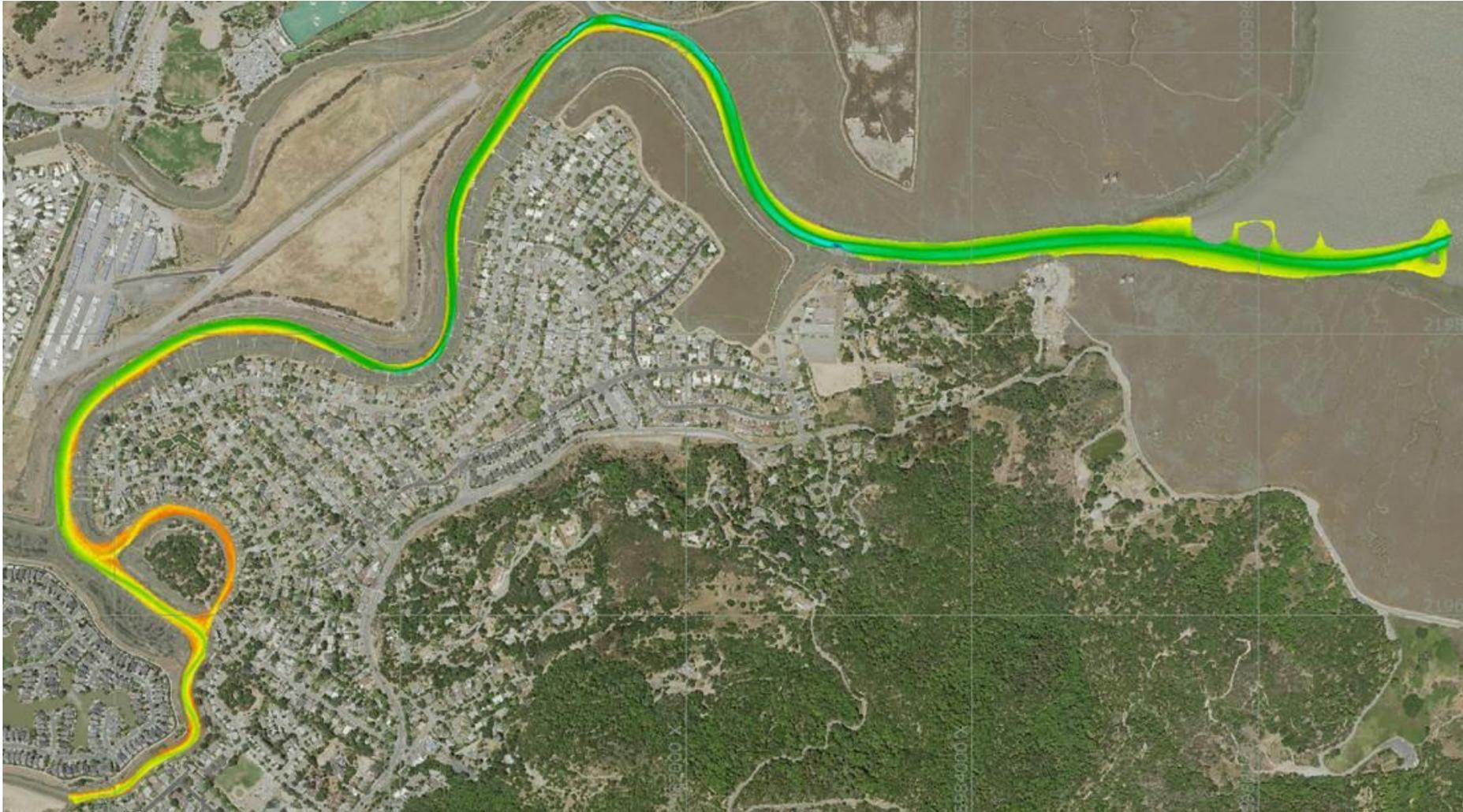
Bucks Landing Update (from Parks)

- Marin County Parks still working to acquire the property – but nothing has been finalized
 - Parks still evaluating how to develop it and when to start seeking grant funding following the purchase of the property
-

Hydro Survey and Sediment Sampling

- Hydrographic survey completed
 - Sediment sampling expanded in contract addendum to include biological testing required for disposal at wetlands sites such as McInnis Marsh
 - Sampling to be conducted week of October 22, 2017
-

Hydro Survey



Disposal Site Design – At Airport

- County continues negotiations with airport on a MOU which includes allowing placement of dredged sediments, and other considerations that don't directly effect CSA #6
 - County is no longer focusing on assessment and design of Airport disposal site at this time but rather analyzing two other potential sites in the near term
-

Disposal Site Design – McInnis Wetland Project

- Staff assisted Parks to develop RFP for design at McInnis to include 100,000 cy of dredged sediments
- Proposals received late September 2017 and under review – consultant selection in October 2017 and start December 2017
- RFP covers final design and start environmental review – one year to complete (i.e. end of 2018)
- No schedule or funds for construction at this point - staff pursuing early sediment disposal

Disposal Site Design – LGVSD Fields

- Staff visited LGVSD to discuss disposal at LGVSD site – identified a potential location
 - Staff added LGVSD prelim design to CLE addendum October 2017
 - Conceptual design work at disposal site Fall and Winter 2017/2018
-



Northwest Corner:
Current stockpile
area for LGVSD
dredged material

This area may
be expanded,
if necessary.

300 Smith Ranch Rd, San Rafael, CA 94903

© 2010 Google

© 2010 Europa Technologies
Image © 2010 TerraMetrics

© 2010 Go

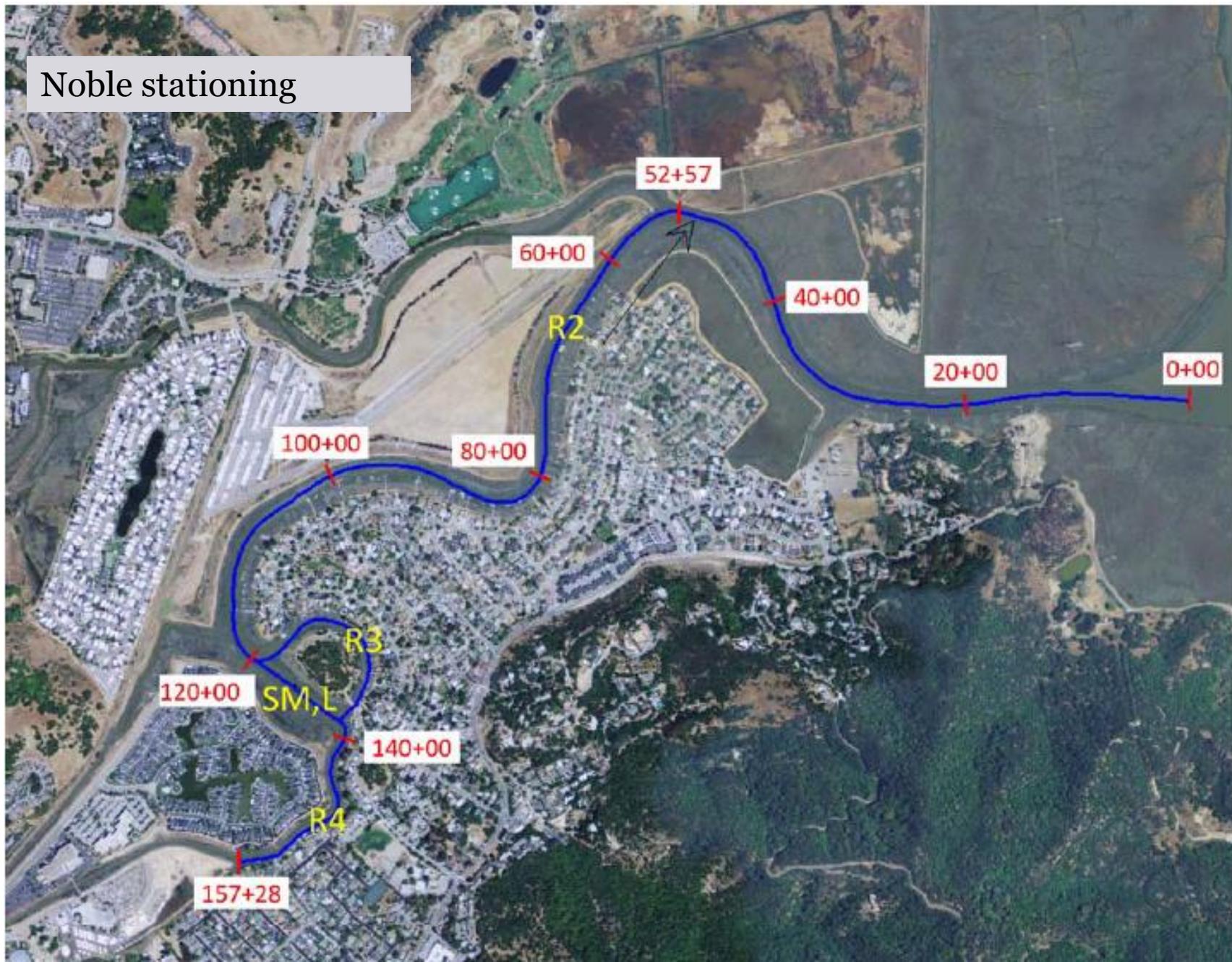
SF NERR Water Quality Piling Repair

- AB recommended approval up to \$5k in matching funds
 - NERR has currently asked for \$4k to repair the piling
 - Work to be completed in October 2017
 - Includes 5 MPH speed limit advisory sign
 - Provides CSA6 with water level and quality data that will help with dredge permitting and studies
-

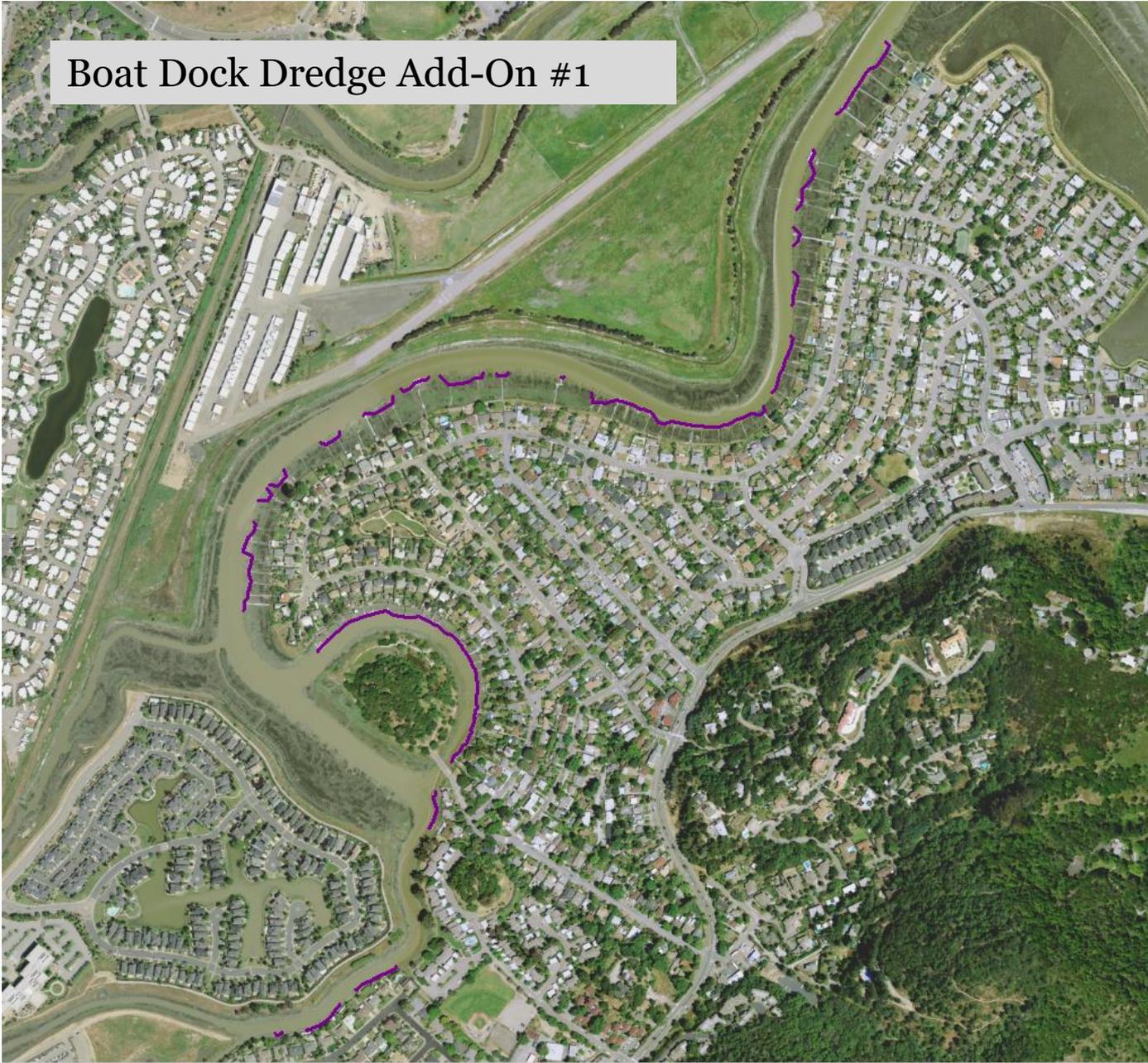
Tonight – Seek AB Input on Four Add-On Projects

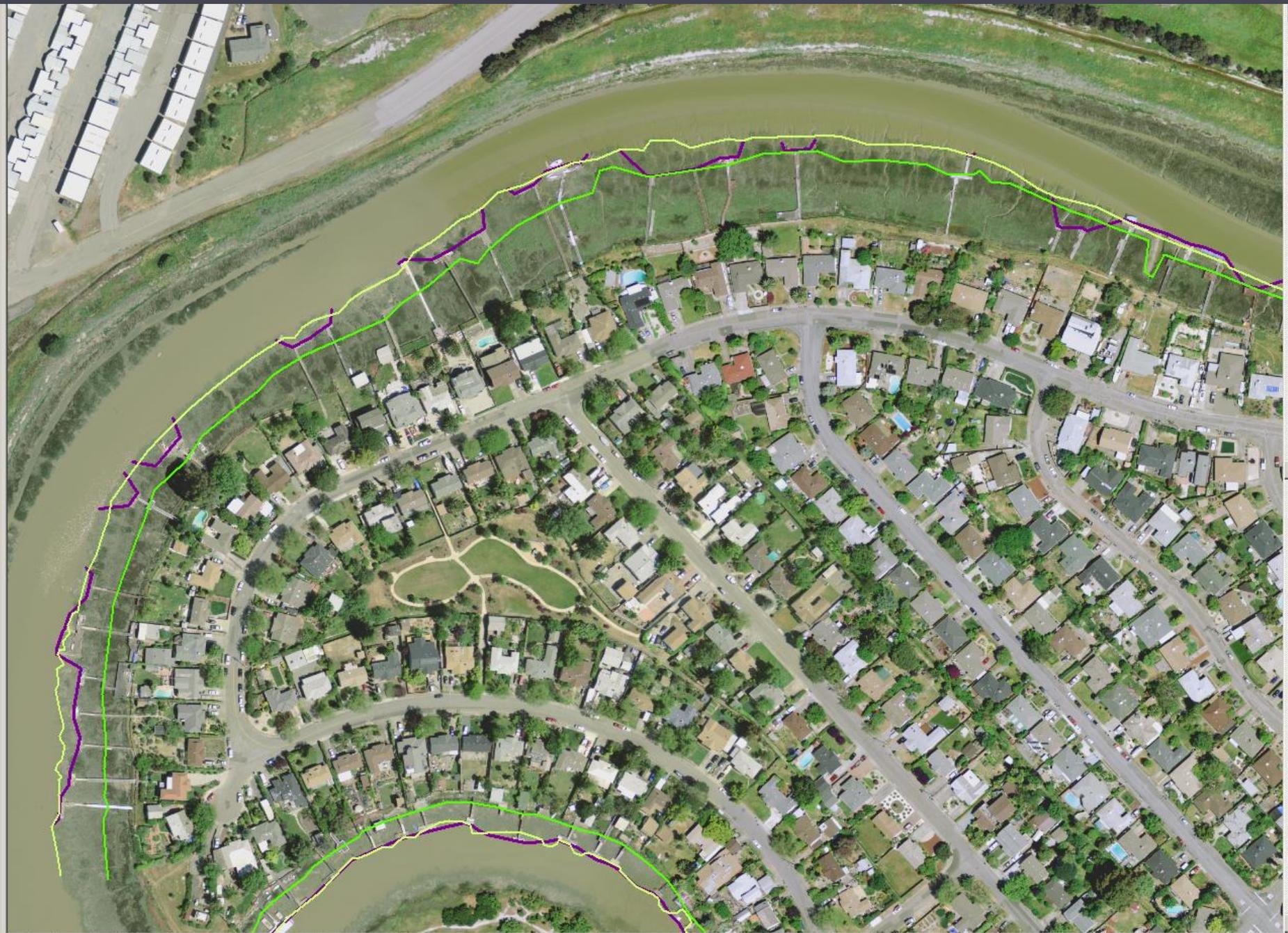
1. Additional Dredge for Low Tide Boat Dock Access
 2. Extend boat docks
 3. Santa Margarita Island Outer or Inner Arm Channel Blockage
 4. Dredge pilot channel to SP Bay
-

Noble stationing

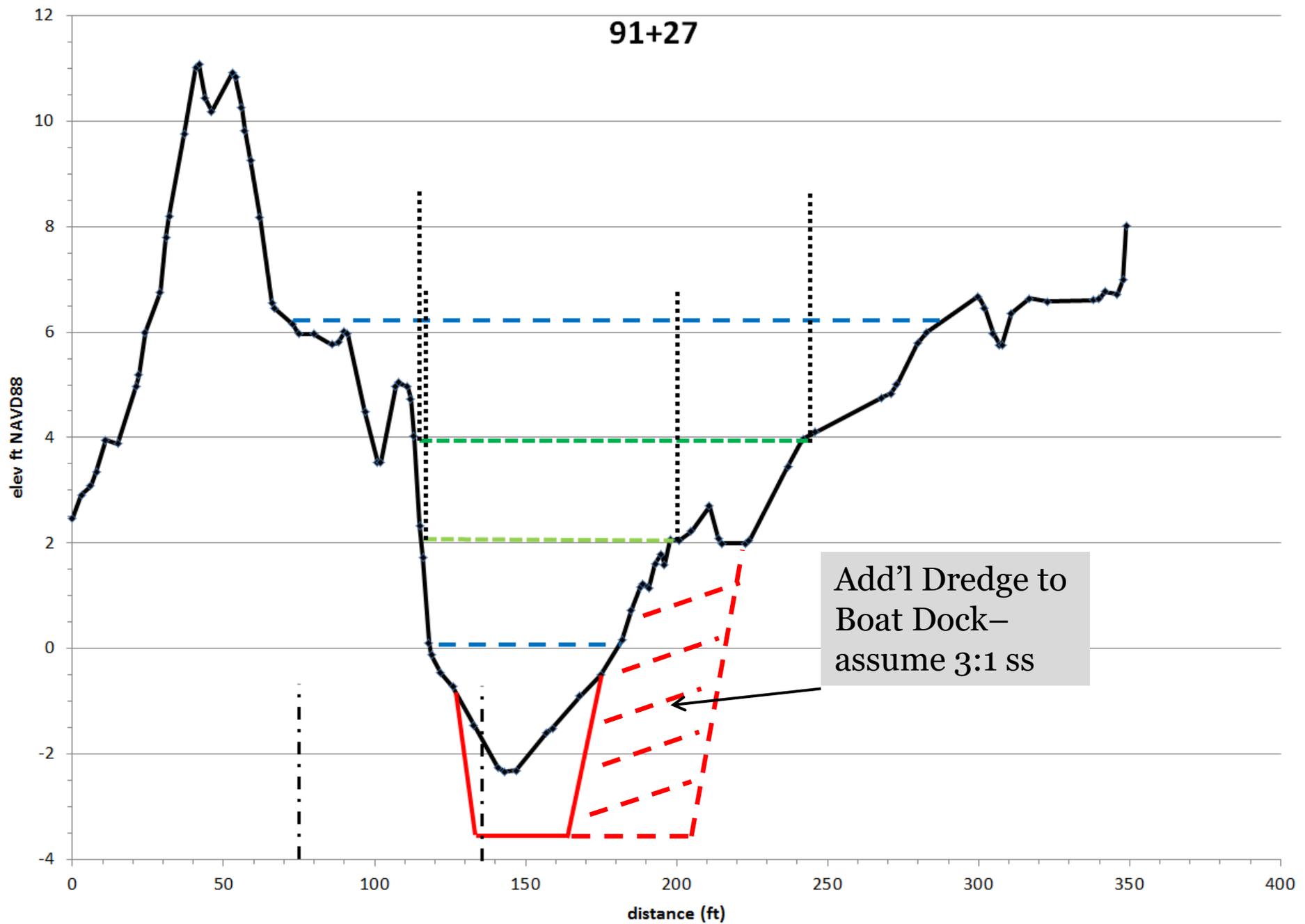


Boat Dock Dredge Add-On #1

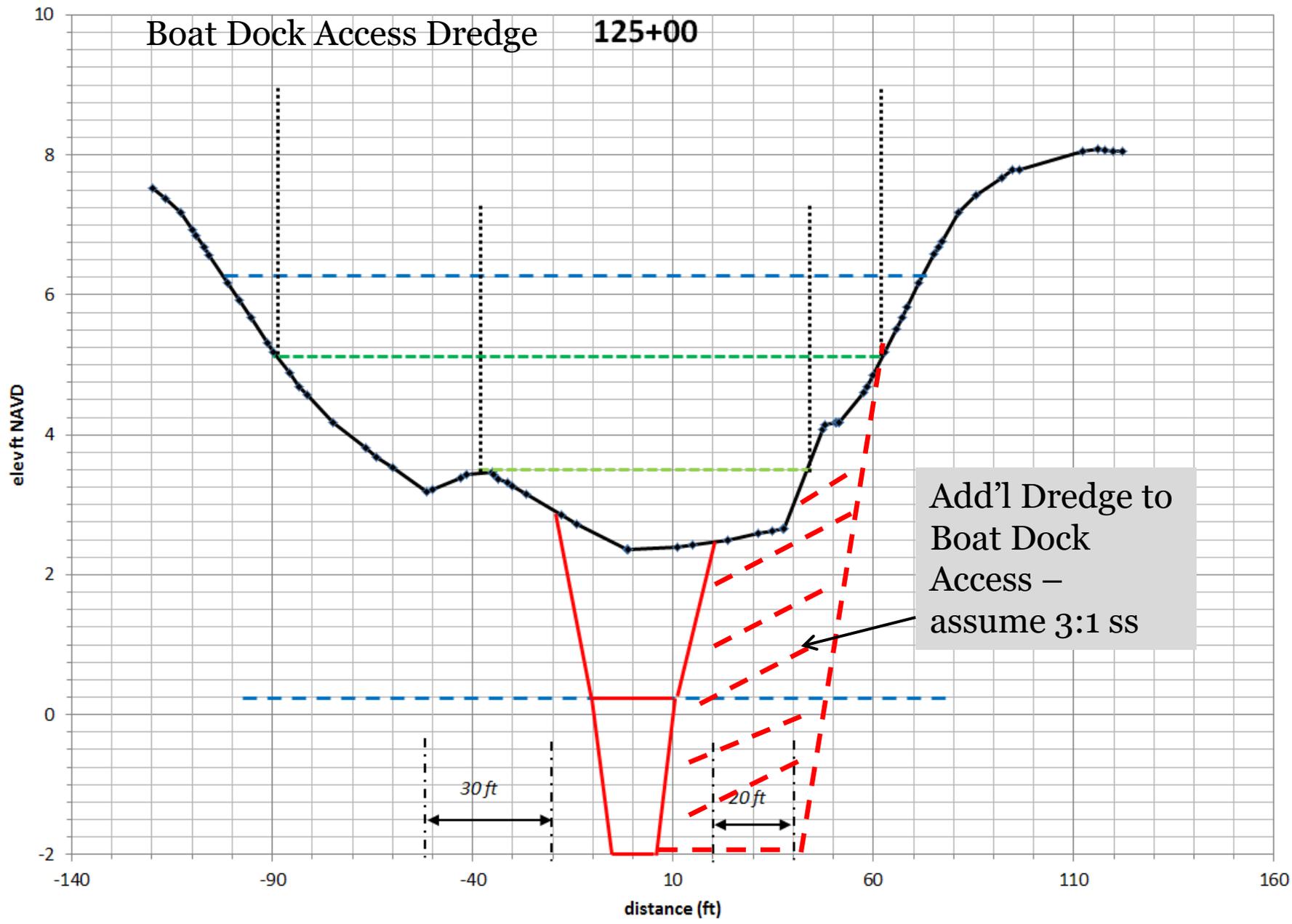




91+27



Boat Dock Access Dredge 125+00



Add'l Dredge to Boat Dock Access - assume 3:1 ss

Add-On 1: Dredging Near Docks – Novato Docks Damaged



photos courtesy CLE

Add-On 1: Additional Dredge to Boat Docks

1. Staff recommends against this add-on project because of the following...
 1. Likely to result in dock damage and liability issues
 2. Will be expensive and difficult to permit due to wetland impacts
-

Add-On 2: Extend boat docks



Add-On 2: Extend boat docks

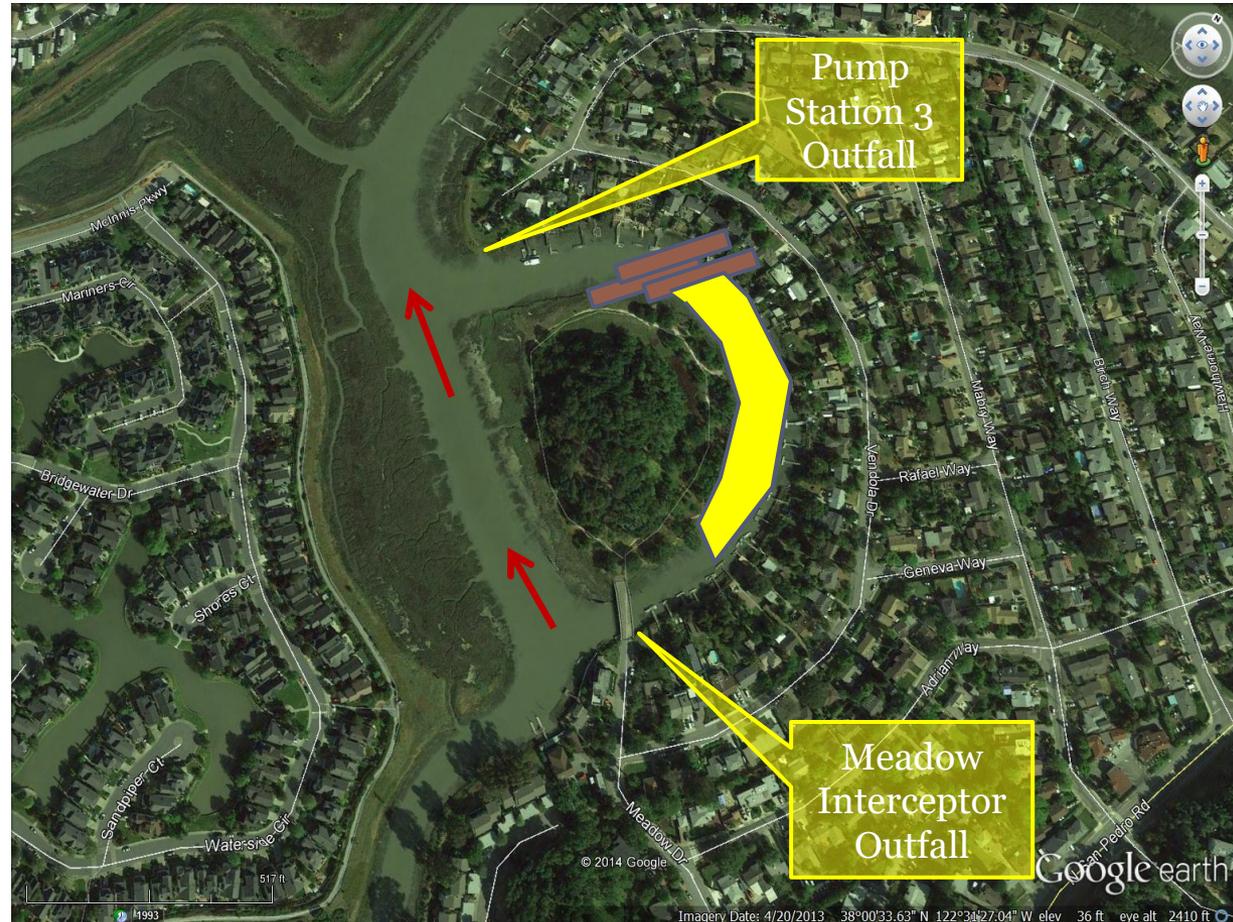
- In 1870s State Tideland Commissioners sold submerged lands all around the Bay area to private parties including what is now the Airport
 - In 1880s US government stopped the State from this practice
 - Prior sales were upheld subject to the public's rights of navigation, commerce, and fisheries
-

Add-On 2: Extend boat docks

- Extensions would have to cross channel – unclear on ability to permit
 - Staff recommends against approving until more is known
 - Staff recommends approving budget item to explore permitting
-

Santa Margarita Island – Split Flow

- Block inner arm (shown) or outer arm
- Allow wetlands to form upstream
- Increase velocity and scour



Add-On 3: Seek Permits to Block Inner or Outer Arm of SM Island

Blocking Outer Arm	Blocking Inner Arm
Bridge to Santa Margarita Island may block boat access – or may require modifications	May require modifications to storm drain outfalls such as Meadow Interceptor and Pump Station No. 3 discharge
Likely more difficult to permit and maintain than blocking inner arm	Works with the creek's current preferred path of flow
Preserves access by individual home docks around island	Dozens of individual home docks lose boat access

Add-On 3: SM Island Arm Blockage – Next Step Options

1. Staff recommends blocking inner arm but acknowledges the loss of docks access
 2. Board has a few options...
 - A. AB makes recommendation to finish plans and pursue permits to block (i) outer or (ii) inner arm
 - B. AB establishes a sub-group to work with property owners both along and upstream of island to try to find consensus – goal is to finish in two months
-

Add-On 4: Extend Pilot Channel

1. Current survey doesn't show shoaling from prior survey
 2. Staff recommends against approving, as it may be unnecessary
-