

RECORDING REQUESTED BY
and When Recorded Mail To:

STATE OF CALIFORNIA
SAN FRANCISCO BAY
CONSERVATION & DEVELOPMENT COMMISSION

50 California
26th floor
~~230 Van Ness Ave., 2nd Floor~~
San Francisco, CA 94111
Attn: ~~Steve McAdam~~ ELLEN SAMPSON

STATE OF CALIFORNIA
OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to Government Code §27383

**GALILEE HARBOR SETTLEMENT AGREEMENT
FIRST AMENDMENT**

This writing amends, in minor respects, that certain agreement recorded on November 19, 1996, as Document No. 96-06191 in the Official Records of Marin County and entitled "GALILEE HARBOR SETTLEMENT AGREEMENT" (hereafter referred to as the "AGREEMENT").

AMENDMENTS

A. At pages 4 - 5, section I A (Project Elements/In The Bay), paragraphs 3, 6, 8, 9, and 10 are amended to read as follows:

" 3. Install and use 9,880 square feet of new floating docks available for public pedestrian access, with benches on the end of the end of each dock also available for public use, and use approximately 14,000 square feet of water area for mooring a total of 38 vessels, no more than 4 of which shall be houseboats and the remainder of which may be live-aboards. (See 14 California Code of Regulations, §§ 10127 [for the definition of "houseboat"], 10128 [for the definition of "live-aboard"].) The parties recognize that the exact water area covered by the resident vessels will vary from time to time and agree that minor and

temporary changes in coverage shall not require the COMMISSION's approval.

6. Install 725 square feet of floating fill for a wave damper, unless the Executive Director approves the deletion of this feature in writing;

8. Install a 461 square foot portion of a total 629 square foot public small boat launching float, gangway and access deck;

9. Install an 80 foot long, 10 foot wide dock access pier with a 30 foot diameter public viewing platform and a 5'8" wide, wheelchair access ramp;

10. Install 143 square feet of steps leading down into the water at the foot of the new Napa Street Plaza; and "

B. At pages 5 - 6, section I B (Project Elements/Public Access Improvements Within The 100-Foot Shoreline Band), paragraphs 1, 11, and 13 are amended to read as follows:

" 1. Install a wheelchair-accessible pedestrian pathway of compacted crushed granite along the shoreline, 13 feet wide along Humboldt Street and 10 feet wide along Mono Street, with a 36-inch high grapestake fence between the pathway and the Mono Street marsh, and between the pathway and the Open Work Area;

11. Install a 5 foot wide wheelchair-accessible compacted crushed granite public access pathway along the spit on Parcel 4;

13. Install an approximately 168 square foot portion of a, 629 square foot, public small boat launching float gangway, and access ramp. "

C. At page 9, section III B (Project Conditions/Public Access), paragraph 1 is amended to read as follows:

" 1. **Area.** The public access areas provided for pursuant to section I A, paragraphs 3 (excluding vessel(s), 8, 9, 10, and 11 of this

AGREEMENT, and the public access areas provided for pursuant to section I B, paragraphs 1 through 3, 7, 8, 10, 11, and 13, which encompass in toto approximately 1.2 acres (an approximately 51,114 square foot area), along approximately 890 feet of shoreline, shall be made available to the public for unrestricted public access for walking, bicycling, sitting, viewing, fishing, picnicking, and related purposes. If GHCA wishes to use the public access areas for other than these purposes, it must obtain written approval by or on behalf of the COMMISSION.

The public access areas provided for pursuant to the aforementioned provisions include:

- (1) New public access in the shoreline band: 17,049 square feet; and
- (2) New public access outside the shoreline band: 9,580 square feet, and
- (3) Already dedicated public access to be improved: 7,837 square feet; and
- (4) New public access in the Bay: 10,541 square feet."

D. At pages 18-20, section III F (Project Conditions/Project Phasing), paragraph 3 (Priority of Improvements), subparagraph a. is amended to read as follows:

" a. Phase I (six month project).

(1) Main Features.

Dedication of public access and open space areas.

Dredging and excavation.

Berths, access pier, and pilot houses with displays.

Utility hook-ups.

Public parking, shoreline paths, Napa Street Plaza, benches, bike path and signs.

Small boat launching float, gangway and deck.

Steps into water at foot of Napa Street.

Shoreline protection and marsh planting.

Base rock, drainage, and reorganization of parking areas.

Napa Street improvements.

(2) Sequence of Work.

1. Crab shacks on spit are demolished (completed).
2. Deck at foot of Napa Street is demolished (completed).
3. Public access areas are dedicated.
4. Existing Marine Service Pier is demolished and temporary floating access is installed (completed).
5. Boats are moved to south side of water parcel.
6. Upland bulkheads/retaining walls are constructed.
7. North side of water parcel is dredged, Schoonmaker Point is excavated.
8. The existing restrooms, laundry facilities, and storage containers are relocated to east to make way for the bike path.
9. Rough grading of upland is completed, utility mains are placed.
10. North docks are installed.
11. Access Pier and handicapped gangway are constructed.
12. Utility lines are installed on North docks.

13. Boats are hooked up to North docks.
14. South side of water parcel is dredged, south docks are installed and utility lines are installed.
15. Boats are hooked-up to South docks.
16. Small boat launching dock, gangway and float are constructed.
17. Pilot houses are installed.
18. Steps to the water at foot of Napa Street are constructed.
19. The shoreline paths, including those along Mono and Humboldt Streets and out to the end of the spit, are constructed with a walking surface of compacted crushed roadbase below a finished topping of crushed granite.
20. All parking areas are prepared with crushed rock road base and drainage system installed.
21. Finish grading is completed.
22. Shoreline stabilization is installed.
23. Marsh is planted and marsh protection fences are constructed.
24. Upland open space (site of future Marine Service Building) is hydroseeded.
25. Napa Street turn-around and bike path are paved with asphalt.
26. Irrigation and landscaping is installed, except for nonpublic parking areas and areas around the future Bait Shop and future Marine Service Building.
27. Napa Street improvements, including public plaza and sidewalks, are constructed and finished.

28. Shore access signs are installed.
29. Benches, picnic tables, bike rack, flag poles, and trash receptacles are installed along paths and at end of docks.
30. The eight public shoreline access parking areas are reserved and signed for public use.
31. Pilot houses are renovated and historic exhibits are set up in the pilot houses and opened to the public.

(3) Timing. GHCA shall not commence any of the work called for in Phase I unless and until it has satisfied the COMMISSION that it has obtained financing adequate to allow completion of all such work. Construction of the work called for pursuant to Phase I must be commenced by ~~September 30~~ ^{NOVEMBER 30}, 1998 and be completed within five (5) years of such date. (See section IV, paragraph E.)

E. At pages 20-21, section III F (Project Conditions/Project Phasing), paragraph 3 (Priority of Improvements), subparagraph b. is amended to read as follows:

" b. Phase II (six month project).

(1) Main features.

Boat ways and boat Works.

All parking areas paved and lighted, and non-public parking area landscaped.

Wave damper, if requested by GHCA.

(2) Sequence of Work.

1. Specific plans and plan for this Phase. (See section III A., supra.)
2. Boat ways is rehabilitated.
3. Irrigation and drainage installed in parking lot. Boat works waste

disposal system installed.

4. All parking areas and boat works paved.
5. Boat works is enclosed with a cyclone fence and gates.
6. Dumpster and waste disposal enclosure is constructed.
7. All other landscaping is completed, except at the site of the future Fish and Bait shop and the future marine service building, which remain hydro-seeded.
8. Site lighting and remaining signs are installed.
9. Wave damper is constructed, if requested by GHCA.

(3) Timing. GHCA shall not commence any of the work called for in Phase II unless and until it has completed Phase I and obtained financing adequate to allow completion of all the Phase II work. "

F. At page 21, section III F (Project Conditions/Project Phasing), paragraph 3 (Priority of Improvements), subparagraph c. is amended to read as follows:

" **c. Phase III (six month project).**

(1) Main Features.

Future Fish and Bait shop building (the "Tin Shed") is renovated, except interior where GHCA offices are located.

Future Fish and Bait shop deck built and linked with shoreline walkways.

Wave damper, if requested by GHCA

(2) Sequence of Work.

1. Specific plans and plan review for this phase. (See Section III A., supra.)
2. The exterior of the future Fish and Bait Shop building (the "Tin Shed") is renovated.
3. The deck around the future Fish and Bait Shop is constructed.
4. Benches and picnic tables and bike racks are installed at Fish and Bait Shop.
5. Wave damper is constructed, if requested by GHCA.

(3) Timing. GHCA shall not commence any of the work called for in Phase III unless Phases I and II have been completed and it has obtained financing adequate to allow completion of all the Phase III work."

I. At page 26, section IV (General Provisions), paragraph A is amended to read as follows:

" A. Effective Date and Binding Effect. The effective date of this AGREEMENT is July 12, 1996."

EFFECTIVE DATE OF AMENDMENTS

The foregoing amendments are to be deemed effective as of September 3, 1998.

DATE: ~~September 7, 1998~~ *June 14, 2001*

SAN FRANCISCO BAY CONSERVATION
AND DEVELOPMENT COMMISSION


By: William Travis
Executive Director

original to be recorded

TITLE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

PURPOSE
To specify the limitations or qualifications on land use imposed in a conveyance or other instrument

REQUIREMENTS

1. Name(s) of owner(s) / homeowners' association
2. Description / identification of real property
3. Statement of the type of common interest development affected
4. Explanation of covenants, conditions, and restrictions
5. Signature(s) of owner(s) / homeowners' association
6. Signature(s) acknowledged

FEES
Regular

LEGAL REFERENCES
CC - 1352, 1353 (common interest devel), 1355 (amends)
Govt - 65871 (easements), 27287 (ack)

COMMENTS
Amendments or extensions may be recorded and shall contain the same requirements as above.

LOCAL USE	
INDEX	ORDINANCES / OPINIONS
Grantor = Declarants	

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and When Recorded Mail To:**

STATE OF CALIFORNIA
SAN FRANCISCO BAY
CONSERVATION & DEVELOPMENT COMMISSION
50 California Street, Suite 2600
San Francisco, CA 94111
Attention: Ellen Sampson

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AMENDMENTS

- A. At pages 4 - 5, section I A (Project Elements/In The Bay), paragraphs 3, 6, 8, 9, and 10 are amended to read as follows:**

" 3. Install and use 9,880 square feet of new floating docks available for public pedestrian access, with benches on the end of the end of each dock also available for public use, and use approximately 14,000 square feet of water area for mooring a total of 38 vessels, no more than 4 of which shall be houseboats and the remainder of which may be live-aboards. (See 14 California Code of Regulations, §§ 10127 [for the definition of "houseboat"], 10128 [for the definition of "live-aboard"].) The parties recognize that the exact water area covered by the resident vessels will vary from time to time and agree that minor and