

Project Scroggs
3/93

**TOWN OF SAN ANSELMO
RESOLUTION NO. 3221**

**RESOLUTION AUTHORIZING EASEMENT GRANT TO JEAN BRUNSWICK
AND LAMONTE COCHRAN**


BE IT HEREBY RESOLVED that the Town Council of San Anselmo does hereby authorize granting a revocable easement to Jean Brunswick and Lamonte Cochran over the Town's Magnolia Avenue parking lot for purpose of ingress and egress to property located at 22 Magnolia Avenue, and the Mayor is hereby authorized and directed to execute the attached agreement on behalf of the Town of San Anselmo.

PASSED AND ADOPTED by the Town Council of the Town of San Anselmo at a regular meeting thereof, held on February 9, 1993, by the following vote:

AYES: Chignell, Zaharoff, Kanis

NOES: Breen, Yarish

ABSENT: None



Gus Kanis, Mayor

ATTEST:



Caroline Foster, Town Clerk

OUT FOR SIGNATURES
+ RECORDING
2/24/93

EASEMENT AGREEMENT

JEAN BRUNSWICK and LAMONTE COCHRAN, and the TOWN OF SAN ANSELMO (TOWN), for valuable consideration, hereby enter into the following agreement:

JEAN BRUNSWICK and LAMONTE COCHRAN shall be granted a 15 foot non-exclusive revocable easement for purposes of ingress and egress to property located at 22 Magnolia Avenue, San Anselmo, California. Said easement will run over the TOWN'S Magnolia Avenue Street parking lot to and from a parking area to be located at the north end of said property, subject to the following condition:

That the property owner shall commit at least one unit to be rented at the

On this _____ day of _____, in the year 1993, before me, _____, Notary Public in and for said State of California, personally appeared LAMONTE COCHRAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument.

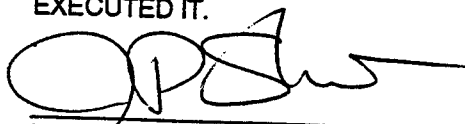
My Commission expires _____

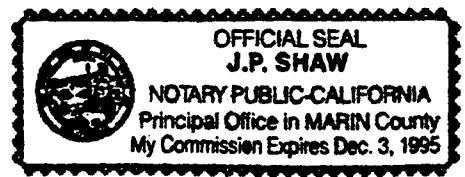
On this _____ day of _____, in the year 1993, before me, _____, Notary Public in and for said State of California, personally appeared JEAN BRUNSWICK, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument.

My Commission expires _____

Jean Brunswick

On this 23 day of February, in the year 1993, before me, J.P. Shaw, Notary Public in and for said State of California, personally appeared GUS KANIS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument as MAYOR OF SAN ANSELMO of the TOWN OF SAN ANSELMO, CA. and acknowledged to me that the TOWN OF SAN ANSELMO EXECUTED IT.


My Commission expires 12-3-95



EASEMENT AGREEMENT

JEAN BRUNSWICK and LAMONTE COCHRAN, and the TOWN OF SAN ANSELMO (TOWN), for valuable consideration, hereby enter into the following agreement:

JEAN BRUNSWICK and LAMONTE COCHRAN shall be granted a 15 foot non-exclusive revocable easement for purposes of ingress and egress to property located at 22 Magnolia Avenue, San Anselmo, California. Said easement will run over the TOWN'S Magnolia Avenue Street parking lot to and from a parking area to be located at the north end of said property, subject to the following condition:

That the property owner shall commit at least one unit to be rented at the Fair Market level for Marin County as determined by the Department of Housing and Urban Development (HUD). Periodic verification of conformance to this condition shall be conducted by the owner providing a signed statement from the tenant to the TOWN Planning Department verifying the amount of rent being paid. It is intended that this rent level be in place as long as the unit exists.

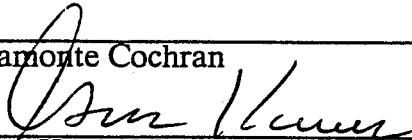
Said easement will continue only so long as the TOWN uses the Magnolia Avenue parking lot for public parking. Upon 30 days following written notice, served by regular mail by the Town on the owner at her or his current address on the latest Assessor's property tax rolls, the easement will automatically terminate.

It is understood that use of the property at 22 Magnolia Avenue is contingent upon the providing of off-street parking required by law. Therefore, other access to the on-site parking must be provided or alternate parking arrangements provided satisfactory to the Town, affecting the rear unit on the property, in order to continue the granted use should the TOWN cease to use the Magnolia Avenue lot for public parking.

DATED: _____

Jean Brunswick

Lamonte Cochran



Gus Kanis, Mayor

ATTEST:

Caroline Foster, Town Clerk