



WATER-RIGHT DOCKET

Golden Gate National Recreation Area

Docket No: 2

UNNAMED SPRING. RAPOZO PROPERTY

Preliminary Docket Information

09-07-1977: explanation/summary for docket 2

WATER RESOURCES/WATER RIGHT

DATE: September 7, 1977

WATER RIGHT/SOURCE DOCKET INFORMATION

REGION Western AREA Golden Gate National Recreation Area
SITE Rapozo Property
STATE California COUNTY Marin DOCKET NO WR #2
LOCATION TIS, R4W (PROJECTED)
REGIONAL BASIN _____ LOCAL BASIN _____
ACQUIRED BY _____
APPLICATION _____ PERMIT _____ CERTIFICATE _____
ACTION DUE _____ PRIORITY _____ RESERVATION _____
QUANTITY _____ USE Domestic
STATUS Active SOURCE Springs

REMARKS Hydrologic Unit #18050005

NARRATIVE: Golden Gate National Recreation Area was established on October 27, 1972.

Gradually, the Park Service began to acquire tracts of land within the Recreation Area boundaries, much of which was in private ownership. One such tract, of 17 acres, was purchased from John and Rosie Rapozo for \$145,000 on December 18, 1974: The Grant Deed transferred all water rights appurtenant to the land, "reserving, however, unto Vendor . . . the right of use and occupancy for noncommercial residential purposes, for a term of 20 years from the date of conveyance of title to the United States, of the main residence building . . . Together with . . . the right to continue, during the term of this reservation, to take water for domestic purposes from the existing source and utilizing the existing water lines and system, all at Vendor's sole expense." Rapozo also agreed that he would maintain all improvements used under the reservation in a safe and sanitary condition, and would insure that all applicable pollution control laws and U.S. Public Health Service standards were met.

Prior to the time of sale, Rapozo had leased part of his land to Mr. Giannecchini (Giancini). Due to an apparent disagreement between the parties, Mr. Giannecchini abandoned the leased premises, but not before tearing up part of the water system. Later, after purchasing the land, the Park Service leased the same premises to a third party, who proceeded to repair the damaged water lines and partially reroute them onto the leased land. Rapozo, recalling the duties of maintenance he incurred under the Deed, became concerned that he might be held liable for some act done by the Park Service's lessee. Therefore, on December 7, 1976, Rapozo's attorney requested that the Park Service execute an agreement whereby the United States would not hold Rapozo liable under the clauses in the Deed for any acts committed by the lessee. The Park Service submitted this request to the Field Solicitor, who determined that the United States could not make such an arrangement. However, he felt that, since the reservation of water in the Deed was not exclusive and third party lessees could use it, Rapozo should be reassured of his rights. In this regard, the Field Solicitor suggested either that the lessee be compelled to execute the desired agreement or that the lessee take out insurance to protect against any liability. On January 17, 1977, the Superintendent of Golden Gate National Recreation Area informed Rapozo's attorney by letter that "the Park Service does not consider your client (Rapozo) liable or responsible for the delivery or quality of any water used by other users in the area."

Compiled by Kevin Kidder

Approved by W. Werrell

Page 1 of 1

After receiving return to:
 Tax status:
 National Park Service, Western Region
 Division of Lands, Box 36063
 450 Golden Gate Avenue
 San Francisco, Ca 94102

BGR: 2861 PAGE 1F

MARIN TITLE GUARANTY CO.
AT 30 MIN. PAST 12 P.M.

JAN 16 1975

Official Records of Marin County, Calif.

1919

D. N. Z. & Co. M.

A.P. 200-030-15,23,24
 C.A. 90--15,006,018

101590 JB ① FEB 5 8 00 RECORDER
 (ARFA) GOGA: Tract No. 02-124

Documentary Transfer Tax: None
 Computed at Full Value

James J. Cochran
 Marin Title Guaranty

GRANT DEED

JOHN F. RAPOZO and ROSIE V. RAPOZO, his wife, GRANTORS, in consideration of ONE HUNDRED FORTY-FIVE THOUSAND AND NO/100ths DOLLARS (\$145,000.00) receipt of which is hereby acknowledged, do hereby grant to the UNITED STATES OF AMERICA and its assigns the following described property containing 16.98 acres, more or less, to-wit:

SEE EXHIBIT "A" attached hereto

TOGETHER WITH all buildings and improvements thereon and all water rights appurtenant thereto and all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

FOR THE NATIONAL PARK SERVICE

The land is conveyed subject to existing easements of record for public roads and highways, public utilities, railroads, pipelines, ditches, and canals and the encumbrances listed on Exhibit "B" attached hereto and made a part hereof.

RESERVING, HOWEVER, unto the Grantors the interest set out in Exhibit "C" hereto attached and made a part hereof.

TO HAVE AND TO HOLD the same unto said UNITED STATES OF AMERICA and its assigns, forever.

And said Grantors for themselves and their heirs, executors, administrators and assigns, do hereby covenant with the UNITED STATES OF AMERICA that they are now seized in fee simple of the property hereby granted; that the said UNITED STATES OF AMERICA shall enjoy the same without any lawful disturbances: that title to the property hereby conveyed is free from any encumbrances.

The Grantors further remise, release, and forever quitclaim to the UNITED STATES OF AMERICA and its assigns, all right, title and interest which the Grantor may have in the banks, beds and waters of any streams bordering the said land to be conveyed and also all interest in any alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land and in any means of ingress or egress appurtenant thereto.

EXECUTED THIS 18th day of December, 1974.

John F. Rapozo
 John F. Rapozo

Rosie V. Rapozo
 Rosie V. Rapozo

STATE OF CALIFORNIA,

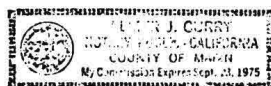
County of MarinOn this 18th day of December, in the year one thousand nine hundred and seventy-four

before me, James J. Cochran, a Notary Public,
 in and for said County and State, duly commissioned and sworn, personally
 appeared John F. Rapozo

Rosie V. Rapozo

known to me to be the persons whose names above subscribed to the
 within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official
 seal in the County of Marin the day and year
 in this certificate first above written.

GOLDEN GATE N.R.A. DEED # 45

James J. Cochran
 Notary Public, State of California
 200-4 400

EXHIBIT "A"

All that certain real property situate in the County of Marin, State of California, described as follows:

PARCEL ONE

BEGINNING at a point on the Northwestern line of Ranch B, as shown on that certain map entitled, "Tamalpais Land and Water Company Map No. 3", recorded December 12, 1898 in Volume 1 of Maps, at page 104, field notes in Book D of Miscellaneous Records, Marin County, California, distant thereon North 19° 54' East 420.00 feet from a point being the intersection of said Northwestern line of Ranch B and the Southerly line of Ranch F, as shown on said map; thence leaving said Northwestern line South 70° 06' East 29.28 feet; thence South 9° 28' 41" East 89.16 feet; thence South 14° 31' 15" East 254.55 feet; thence South 23° 31' 15" East 93.00 feet; thence South 42° 07' East 73.26 feet; thence North 86° 09' 30" East 194.19 feet; thence North 87° 39' 30" East 479.78 feet; thence South 24° 19' 45" East 238.85 feet; thence South 63° 31' 57" West 1325.70 feet to a point on the Westerly line of said Ranch B; thence along the Westerly and Northwestern lines of said Ranch B, North 24° 16' West 314.61 feet and North 19° 54' East 1,034.80 feet to the point of beginning. *J.R. A R*

EXCEPTING THEREFROM that portion conveyed to Gulf Oil Corp. recorded September 19, 1966 in Book 2079 of Official Records at page 509.

PARCEL TWO

COMMENCING at a point in the Northwestern line of Ranch "B", as shown upon the map entitled, "Tamalpais Land and Water Company Map No. 3", filed in the office of the County Recorder of the County of Marin on December 12, 1898 in Map Book 1 at page 104 (field notes of said map being recorded in Book D of Miscellaneous Records) distant thereon North 21° 07' 47" East, 91.56 feet from the intersection thereof with the Southern line of Ranch "F", as shown upon the map hereinabove referred to; thence leaving the Northwestern line of said Ranch "B", South 70° 15' 33" East, 9.48 feet; thence along a tangent curve to the left, concave to the North, with a radius of 200.00 feet, through a central angle of 48° 55' 10", an arc distance of 170.76 feet; thence North 60° 49' 17" East, 31.46 feet to a point in the Northeastern line of that certain 18 acre parcel of land Excepted in the Deed executed by John F. Rapozo and wife, recorded April 20, 1964 in Book 1804 of Official Records, at page 433 and THE ACTUAL POINT OF BEGINNING: thence from said actual point of beginning along a curve to the left, concave to the Northwest, whose center bears North 29° 10' 43" West, with a radius of 240.00 feet, through a central angle of 30° 25' 17", an arc distance of 127.43 feet; thence North 30° 24' 00" East, 84.26 feet; thence South 05° 57' 51" East, 366.84 feet to a point in the Northern line of the lands of Rapozo, hereinabove referred to; thence along the Northern and Northeastern line of said Rapozo parcel, South 87° 23' 17" West 72.02 feet, North 40° 53' 13" West 73.26 feet, North 22° 17' 28" West 93.00 feet and North 13° 17' 28" West 67.75 feet to The Actual Point of Beginning.

PARCEL THREE

AN EASEMENT for roadway and utility purposes 20 feet in width, as reserved in the Deed to Heinrich Guhl, recorded April 20, 1964 in Book 1804 of Official Records, at page 433 lying Northeasterly of, parallel with and adjacent to the following described line:

BEGINNING at a point on the Northwestern line of Ranch B, as shown on that certain map entitled, "Tamalpais Land and Water Company Map No. 3", recorded December 12, 1898 in Volume 1 of Maps, at page 104, field notes in Book D of Miscellaneous Records, Marin County, California, distant thereon North 19° 54' East 420.00 feet from a point being the intersection of said Northwestern line of Ranch B and the Southerly line of Ranch F, as shown on said map; thence leaving said Northwestern line South 70° 06' East 29.28 feet; thence South 9° 28' 41" East 89.16 feet; thence South 14° 31' 15" East 254.55 feet; thence South 23° 31' 15" East 93.00 feet; thence South 42° 07' East 73.26 feet. *J.R. R R*

PARCEL FOUR

EASEMENTS for water, water tank, and water pipelines thereto and therefrom in their existing locations and for maintenance thereof to serve the property described herein, such easements to be five feet in width, 2 1/2 feet on either side of said existing water pipelines and five feet surrounding said tanks and springs, as reserved in the Deed to Heinrich Guhl referred to above.

TOGETHER WITH all the Grantors' rights, title and interest in and to those covenants and agreements as contained in the Deed to John Rapozo, et ux, recorded September 19, 1966 in Book 2079 of Official Records at page 507.

TOGETHER WITH all buildings and improvements thereon and all water rights appurtenant thereto and all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

EXHIBIT "B"

1. An easement for a line of poles granted to Pacific Gas and Electric Company by Deed recorded September 29, 1936 in Book 328 of Official Records at page 339. (Affects Parcel One)
2. An easement for a line of poles granted to Pacific Telephone and Telegraph Company, by Deed recorded November 21, 1944 in Book 471 of Official Records at page 480. (Said easement to follow the same route as No. 2 above) (Affects Parcel One) *J. R.*
3. An easement for slope control purposes as reserved in the Deed to John F. Rapozo, et ux, recorded September 19, 1966 in Book 2079 of Official Records at page 507. (Affects Parcel Two) Said easement is appurtenant to Tract No. 02-123. *R. R.*
4. An unrecorded lease between John F. Rapozo and Rosie V. Rapozo, his wife, Lessor, and George Gianecchini, Lessee, ~~dated~~ *which expires October 31, 1976*

EXHIBIT "C"

RESERVING, however, unto Vendor, their assigns and successors in interest, pursuant to Public Law 92-589, 86 Stat. 1299, which law created the Golden Gate National Recreation Area, the right of use and occupancy for noncommercial residential purposes, for a term of 20 years from the date of conveyance of title to the United States, of the main residence building located on the property herein described, and approximately five (2) acre(s) of land surrounding said residence area as needed to reasonably utilize the reserved right of use and occupancy; Together with the right of ingress and egress thereto along the existing road and the right to continue, during the term of this reservation, to take water for domestic purposes from the existing source and utilizing the existing water lines and system, all at Vendor's sole expense.

VENDOR has inspected and knows the condition of the building, structures and improvements herein reserved, and it is understood that the same is hereby reserved without any representation or warranty by the United States of America whatsoever, and without obligation on the part of the United States of America to make any alterations, repairs or additions thereto.

VENDOR agrees that all buildings, structures and improvements used and occupied under this reservation shall at all times be protected and maintained in a safe, sanitary and sightly condition by and at the expense of the Vendor.

VENDOR agrees that the furnishing and payment of all utilities services are the responsibility of the Vendor. Vendor will insure that all applicable Federal, State and local pollution control laws and regulations and U. S. Public Health Service standards are met and that all refuse, garbage and trash are disposed of in a proper location.

VENDOR agrees and warrants that the United States of America shall not be responsible for any loss, expense, damages to property, or injuries to persons which may arise from or be incident to the use and occupation of the said premises, or for damages to the property of the Vendor, or for injuries to the person of the Vendor(s), or for damages to the property or injuries to the person of the Vendors' officers, agents, servants, employees or others who may be on said premises at their invitation or the invitation of any one of them, arising from activities of the Vendor(s) and Vendor(s) shall hold the United States of America harmless from any and all such claims.

The United States of America, through its duly authorized agents, shall have the right to enter upon said reserved premises at reasonable times for the purpose of inspection and when otherwise deemed necessary for the protection of the interest(s) of the United States.

The Vendor, his heirs, successors, administrators or assigns shall use ordinary care to prevent fires from originating upon the premises, and use his best efforts to have all such fires, and fires originating upon adjacent premises, extinguished, and to notify immediately the Superintendent, Golden Gate National Recreation Area, of the existence of such fires.

J.R.
M.R.



IN REPLY REFER TO:

United States Department of the Interior

NATIONAL PARK SERVICE

GOLDEN GATE NATIONAL RECREATION AREA
FORT MASON, SAN FRANCISCO, CALIFORNIA 94123

17 JAN 1977

Chris P. Andrian, Esq.
Law Offices of Andrian and DiMauro
210 Southwest Boulevard
Rohnert Park, California 94928

606A
02-124

Re: Your Client: Mr. & Mrs. Rapozo

Dear Mr. Andrian:

This letter is in response to your letter of December 7, 1976, and is a result of your telephone conversation with Ralph Mihan, Field Solicitor, Department of the Interior.

It is the Park Service's understanding that pursuant to the provisions of Exhibit C to the Grand Deed of December 18, 1974, conveying certain property to the United States, your client reserved the right to take water for domestic purposes from the existing source at his expense. This right was not an exclusive right to all the water from the source and in this regard, it is not the understanding of the National Park Service that your client has any responsibility with respect to the water taken and used by other Park Service tenants in the area. In other words, the Park Service does not consider your client liable or responsible for the delivery or quality of any water used by other users in the area.

We trust this resolves the concerns your client has in this matter.

Sincerely yours,

SIGNED

Jerry L. Schober
Superintendent

bc:

Ralph Mihan



IS P. ANDRIAN

LAW OFFICES
OF
ANDRIAN & DI MAURO
210 SOUTHWEST BOULEVARD
ROHNERT PARK, CALIFORNIA 94928
(707) 795-3669

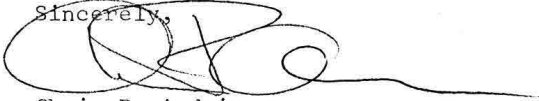
A. J. DI MAURO

December 23, 1976

Gentlemen: We will appreciate a response to our letter
of December 7, 1976 at your earliest convenience.

Thank you.

Sincerely,


Chris P. Andrian

CPA/s

SEE LETTER ATTACHED

RECEIVED	
Western Regional Office	
DEC 27 76	
☐	Regional Director
☐	Asst. Dir.:
☐	Adm. Asst.
☐	Administration
☒	Operations
☐	Res. Mgmt. Plan.
☐	Pres. & Budget
☐	PRO
☐	Public Affairs
☐	Recd. Mgmt.

X1 RGR

Gray

L1425 (JR) OL
GOGA
Rapozo
Tr. 02-124

December 9, 1976

Gray
Ritchie
McDowell
Davis
Chapman
(Stewart==late)

Memorandum

To: Field Solicitor, San Francisco
From: ~~ACTING~~ Regional Director, Western Region
Subject: Reserved right to use water on Tract 02-124,
Rapozo - Golden Gate

Enclosed is a letter from the attorney for the prior landowner, Mr. Rapozo, concerning his right to use the existing source of and system for the existing water flow. Also enclosed is a copy of the deed to the United States to which the reserved rights are attached as Exhibit C.

It is our belief that the reserved right to use water was non-exclusive, but that our use of the property acquired could not detrimentally affect his reserved right. We suggest information as to what has happened on the land be obtained from Superintendent Jerry Schober.

We request your decision concerning the requested release and hold harmless agreement, either by an answer direct to the attorneys or to this office for answer.

(SGD) JOHN H. DAVIS

Enclosures

cc:
Superintendent, Golden Gate,
w/cy enc & cy inc.

1. Letter from atty
2. Deed w/Exh. C
3. Water Right letter

FNP:AMGray:els 12/9/76

CHRIS P. ANDRIAN

LAW OFFICES
OF
ANDRIAN & DIMAURO
210 SOUTHWEST BOULEVARD
ROHNERT PARK, CALIFORNIA 94928
(707) 795-3669

A. J. DIMAURO

December 7, 1976

United States Department of the Interior
National Park Service
Western Region
450 Golden Gate Avenue, Box 36063
San Francisco, CA 94102

Re: Your Reference No.: L1425 (WR) ML
GOGA

Owner: Rapozo
Tract: 02-124

Gentlemen:

I have been requested by Mr. John Rapozo to write you concerning certain provisions of a real property conveyance executed by Mr. and Mrs. Rapozo and the United States Government on or about December 6, 1974.

I direct your attention to Exhibit C attached thereto, wherein the Rapozos reserved rights in the subject property pursuant to that contract. In particular, the first paragraph of Exhibit C grants to the Rapozos the right "to take water for domestic purposes from the existing source and utilizing the existing water lines and system all at vendor's sole expense". Certain questions have arisen concerning this reservation since we are informed that the government has leased a portion of the property which was formerly leased by the Rapozos to Mr. Giancini. We are further informed that the new lessees have rerouted portions of the existing water supply onto their property, and further, that they intend to bring livestock back onto the property. While Mr. Rapozo has no particular concern regarding the use of the water by the new lessees, he is concerned that in accordance with the original contract with the government, he may suffer some liability as a result of the new lessees' use of water of which he still has control. My reading of the contract indicates that there is some degree of vagueness as to whether these water rights are exclusive or non-exclusive and we would like the government, as lessor, to execute a release and hold harmless agreement protecting the Rapozos

December 7, 1976

Page 2

Re: Tract: 02-124

Owner: Rapozo

from any liability which could arise from the present lessees' use.

We would appreciate hearing from you on this matter as soon as possible, since my clients are anxious to have it resolved.

Sincerely,

A handwritten signature in dark ink, appearing to be "Chris P. Andrian", with a long horizontal flourish extending to the right.

Chris P. Andrian

CPA/s

cc: Clients

L1425(WR)ML

Mr. K. L. Woodward
Chief, Division of Water Rights
State Water Resources Control Board
Room 1140, Resources Building
1416 Ninth Street
Sacramento, California 95814

Dear Mr. Woodward:

Please be advised that we have sold our property, as described in the attached documents, together with all water rights appurtenant thereto, to the United States as represented by the Department of the Interior, National Park Service, Western Region, Division of Lands, 450 Golden Gate Avenue, Box 36063, San Francisco, California 94102. The following application, permit, or license numbers apply:

Application No.: _____ Permit No.: 7C ML

License No.: _____
together with any others that may be more easily identified in your files.

The abovementioned rights are within the boundaries of _____.

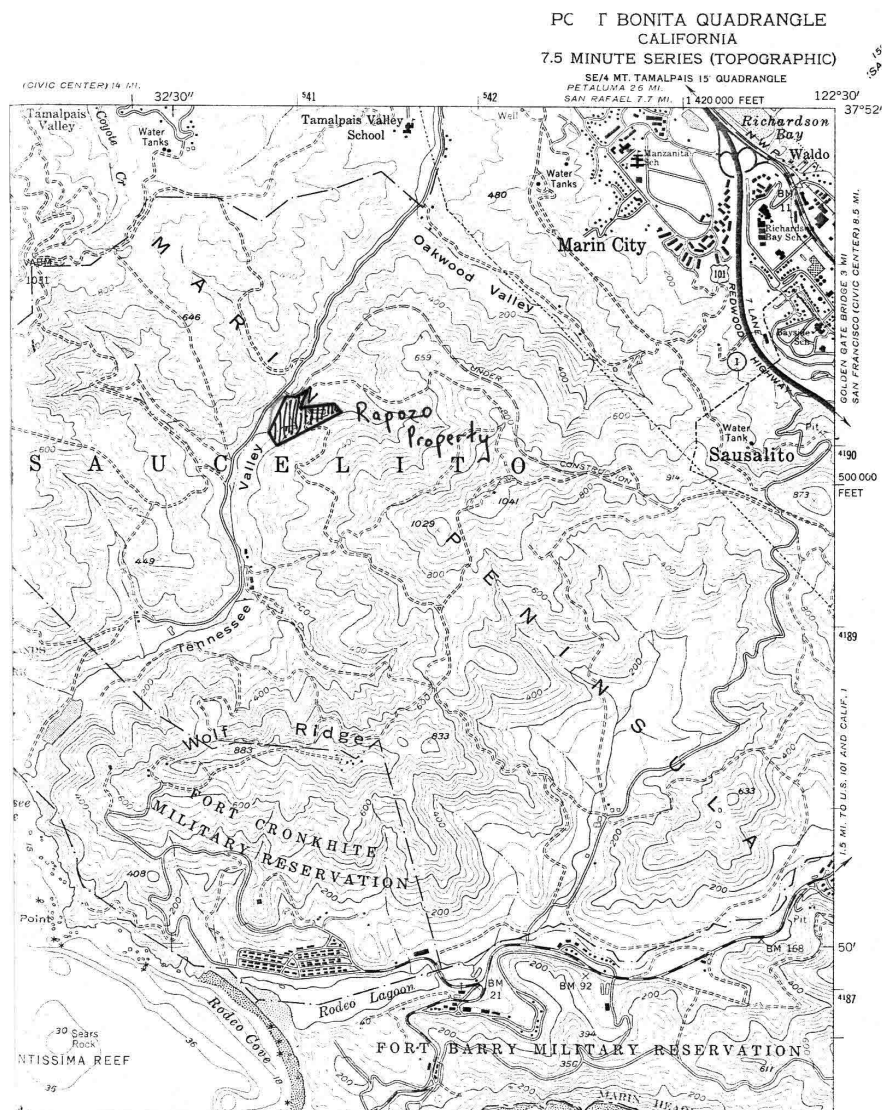
It would be appreciated if you would advise the National Park Service, at the above address, when this change of ownership is corrected in your files.

Sincerely yours,

John F. Rapozo
Rose W. Rapozo

Enclosures

Maps and Miscellaneous Information



Docket Information

Number of Documents in Docket 14

Documents Dated from 12/18/1974 to 9/7/1977

Docket Compiled: 6/2/2016