

Order No.
1117025984-JM

Ref No.

Guarantee No.
A04039-PIGA-177671

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Corporation
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Countersigned:

By

Validating Officer

By

President

Attest

Secretary

SCHEDULE A

Plant Information Guarantee

Order No. 1117025984-JM

Liability 1,000.00

Fee \$ 1,065.00

[Guarantee No. A04039-PIGA-177671]

1. Name of Assured:

Eden Housing

2. Date of Guarantee: October 28th, 2022 at 8:00:00 AM

The assurances referred to on the face page hereof are:

That, according to the Company's property records subsequent to 2-6-1882, relative to the following described land (but without examination of those Company records maintained and indexed by name), there are no Conveyances describing said land or any portion thereof, other than those shown below under Exceptions.

The following matters are excluded from the coverage of this guarantee:

1. Unpatented mining claims, reservations or exceptions in patents or in acts authorizing the issuance thereof;
2. Water rights, claims or title to water;
3. Tax Deeds to the State of California;
4. Instruments, proceedings or other matters which do not specifically describe said land

Exceptions:

1. Indenture executed by Mary Angelita Burdell to Galen Burdell recorded [February 6, 1882 in Book W of Deeds, page 504.](#)
2. Order Confirming Sale executed by James B. Burdell, executor of the Estate of Galen Burdell to Arthur Rockfort recorded [October 21, 1907 in Book 111 of Deeds, Page 285.](#)
3. Indenture executed by James B. Burdell, executor of the Estate of Galen Burdell to The North Shore Railroad Company, a corporation recorded [November 21, 1907 in Book 112 of Deeds, Page 89.](#)
4. Indenture executed by James B. Burdell, executor of the Estate of Galen Burdell to Thomas Marshall recorded [December 26, 1907 in Book 112 of Deeds, Page 304.](#)

5. Indenture executed by James B. Burdell, executor of the Estate of Galen Burdell to Arthur H. Rockfort recorded [March 12, 1908 in Book 104 of Deeds, Page 204](#).
6. Indenture executed by James B. Burdell, executor of the Estate of Galen Burdell to Northern Pacific Railroad Company, a corporation recorded [May 18, 1909 in Book 121 of Deeds, Page 367](#).
7. Indenture executed by W.W. Marshall to James B. Burdell, executor of the Estate of Galen Burdell recorded [September 22, 1911 in Book 138 of Official Records, Page 107](#).
8. Indenture executed by James B. Burdell, executor of the Estate of Galen Burdell to W.W Marshall recorded [October 11, 1911 in Book 138 of Deeds, Page 219](#).
9. Indenture executed by Arthur H. Rockfort to Henry R. Bell recorded [December 2, 1913 in Book 156 of Official Records, Page 447](#).
10. Indenture executed by Henry R. Bell and Fannie M. Bell to Paul Magistretti recorded [January 10, 1920 in Book 210 of Deeds, Page 193](#).
11. Indenture executed by Henry R. Bell and Fannie M. Bell to Standard Oil Company recorded [April 21, 1922 in Book 1 of Official Records, Page 253](#).
12. Indenture executed by Wm. W. Marshall to Armando E. Campigli and Dora E. Campigli, his wife recorded [September 23, 1924 in Book 55 of Official Records, Page 138](#).
13. Indenture executed by Northwestern Pacific Railroad Company, a corporation to Fred Genazzi recorded [November 5, 1933 in Book 306 of Official Records, Page 208](#).
14. Joint Tenancy Deed executed by Armand E. Campigli and Dora E. Campigli his wife to Armand E. Campigli and Dora E. Campigli his wife, in joint tenancy recorded [July 18, 1936 in Book 322 of Official Records, Page 132](#).
15. Joint Tenancy Deed executed by Harold F. Genazzi to William Marshall and Lucile Helene Marshall his wife recorded [June 3, 1949 in Book 613 of Official Records, Page 431](#).

16. Deed executed by Fred Genazzi and Erminia Genazzi, his wife to Standard Oil Company of California, a Delaware corporation recorded [September 5, 1951 in Book 706 of Official Records, Page 115.](#)
17. Grant Deed executed by Harold F. Genazzi to Standard Oil Company recorded [September 5, 1951 in Book 705 of Official Records, Page 116.](#)
18. Joint Tenancy Deed executed by Fred Genazzi and Erminia Genazzi, his wife to Harold Weise and Mary Weiss, his wife recorded [December 10, 1952 in Book 779 of Official Records, Page 323.](#)
19. Grant Deed executed by Harold Genazzi to Charles P. De Carli and Victor L. De Carli recorded [July 22, 1958 in Book 1204 of Official Records, Page 174.](#)
20. Deed executed by Fred Genazzi to Harold and Mary Weiss recorded [April 18, 1961 in Book 1453 of Official Records, Page 495.](#)
21. Grant Deed executed by Harold F. Genazzi to MC Phail's, a corporation recorded [June 16, 1961 in Book 1470 of Official Records, Page 610.](#)
22. Grant Deed executed by Armando E. Campigli to George T. Dettner and Sally C. Dettner, his wife as joint tenants recorded [May 9, 1962 in Book 1568 of Official Records, Page 400.](#)
23. Decree Settling First Annual Account and Ordering Preliminary Distribution executed by Bank of America, as executor of the Estate of Fred Genazzi to Harold Genazzi recorded [July 6, 1964 in Book 1833 of Official Records, Page 47.](#)
24. Decree Settling Second and Final Account and Ordering of Final Distribution executed by Bank of America, as executor of the Estate of Fred Genazzi to Harold Genazzi recorded [December 20, 1965 in Book 2009 of Official Records, Page 502.](#)
25. Grant Deed executed by Harold F. Genazzi to Bruce Daniels and Catherine Daniels, his wife, as community property recorded [April 29, 1969 in Book 2292 of Official Records, Page 250.](#)
26. Grant Deed executed by Harold Genazzi and Evelyn Gilardi as married persons dealing with their separate property to Harold Weiss and Mary Weiss his wife recorded [June 27, 1970 in Book 2382 of Official Records, Page 506.](#)

27. Deed executed by Harold Weiss and Mary Weiss his wife to Harold F. Genazzi and Evelyn Gilardi, his sister recorded [June 25, 1970 in Book 2382 of Official Records, Page 504.](#)
28. Grant Deed executed by Harold F. Genazzi and Evelyn Gilardi a married person dealing with their separate property to Harold Weiss and Mary Weiss his wife recorded [June 25, 1970 in Book 2382 of Official Records, Page 506.](#)
29. Final Judgement executed by United States District Court for the Northern District of California to United States of America recorded [October 23, 1973 in Book 2736 of Official Records, Page 14.](#)
30. Grant Deed executed by Harold F. Genazzi ,also known as Harold Genazzi a married man as his sole and separate property; Evelyn P.Gilardi, also known as Evelyn Gilardi to United States of America recorded [August 16, 1988 in Official Records under Recorder's Serial Number 88-45355.](#)
31. Grant Deed executed by Anne De Grouchy Detner Successor Trustee and Joan Rockwell Dettner, Successor Trustee of the Dettner Revocable Trust dated December 10, 1982 to The Four G's, a California Genral Partnrship recorded [March 26, 1993 in Official Records under Recorder's Serial Number 93-024947.](#)
32. Grant Deed executed by Mary C. Genazzi, Trustee of the Genazzi Trust dated September 21, 2009 to Arron Spencer Wilder, an unmarried person recorded [February 2, 2018 in Official Records under Recorder's Serial Number 2018-0003403.](#)
33. Quitclaim Deed executed by United States of America, acting by and through the Commandant of the United States Coast Guard to County of Marin, a political subdivision of the State of California recorded [December 12, 2019 in Official Records under Recorder's Serial Number 2019-0047097.](#)

The land described in this guarantee is described as follows:

Parcel One:

Beginning at the most Easterly corner of the parcel of land conveyed in the Deed executed by Harold F. Genazzi to Victor De Carli, et al, recorded January 12, 1959, in [Book 1247 of Official Records at Page 429](#), Marin County Records, thence leaving said Easterly line and running along the Southeasterly boundary line of the parcel of land conveyed in the Deed executed by the Northwestern Pacific Railroad Company, a corporation, to Fred Genazzi, recorded November 5, 1935 in [Book 306 of Official Records at Page 208](#), Marin County Records, North 59° 33' 14" East 496.4 feet to the most Easterly corner thereof, thence along the Southerly and Easterly line of the 50 foot right of way of the North Pacific Coast Railroad Extension company, now Northwestern Pacific Railroad Co.,

acquired from Galen Burdell by Deed dated January 2, 1889, and recorded January 4, 1889, in Book 9 of Deeds at Page 219, Marin County Records, thence on a curve to the left, a radius of 1067 feet, through a central angle of 61° 11' 10" an arc distance of 1139.45 feet, thence North 1° 37' West 443.00 feet, thence leaving said Easterly line North 88° 23' East 240.00 feet to a point in the center line of the Arroyo San Geronimo or Paper Mill Creek, thence Southerly meandering along said center line to a point which bears South 65° 20' 44" East from the point of beginning, thence leaving said center line North 65° 20' 44" West 546.50 feet to the point of beginning.

Parcel Two:

Beginning at the most Easterly point of that certain parcel of land described in Deed made by George Plummer, dated March 23, 1917 and recorded March 30, 1917, in Book 186 of Deeds at Page 432, Marin County Records, said point being also 25 feet Southeasterly, radially from a point on a curve concave to the North of a radius 1042 feet, being the center line of the original 50 foot right of way of the North Pacific Coast Railroad Extension Company, now Northwestern Pacific Railroad Company, acquired from Galen Burdell by Deed dated January 2, 1889, and recorded January 4, 1889 in Book 9 of Deeds at page 219, Marin County Records, thence Southwesterly, along the Southeasterly line and its production Southwesterly of the said land acquired from Plummer, a distance of 496.4 feet, more or less, to a point on the Southerly line of that certain parcel of land described secondly in Deed made by Galen Burden to the North Pacific Coast Railroad Extension Company, now Northwestern Pacific Railroad Company, dated January 2, 1889 and recorded January 4, 1889 in Book 9 of Deeds at Page 219, Marin County Records, thence Westerly along said Southerly line and the Southern line of that certain parcel of land described firstly in Deed made by James B. Burdell, as executor of the Last Will and Testament of Galen Burdell, to the Northwestern Pacific Railroad Company, dated April 24, 1909 and recorded May 19, 1909 in Book 121 of Deeds at Page 367, Marin County Records; a distance of 293.3 feet, more or less, to a point on the Northeasterly line of that certain parcel of land described firstly in that certain Deed made by Northwestern Pacific Railroad Company to Henry R. Bell, et ux, dated January 12, 1917 and recorded February 24, 1917 in Book 185 of Deeds Page 300 Marin County Records, thence Northwesterly along the said Northeasterly line a distance of 94.2 feet, more or less, to a point in the Easterly line of First Street in the Town of Point Reyes; thence Northerly along the said Easterly line of First Street, a distance of 182.2 feet, more or less, to the most Northerly point of that certain parcel of land described secondly in Deed made by James B. Burdell, as executor of the Last Will and Testament of Galen Burdell, to the Northwestern Pacific Railroad Company, dated April 24, 1909 and recorded May 18, 1909 in Book 121 of Deeds at Page 367, Marin County Records; thence Southeasterly along the Northeasterly line of said last named parcel a distance of 125 feet more or less to a point on the Northerly line of the above mentioned 50 foot right of way of the North Pacific Coast Railroad Extension Company, thence Northeasterly along the said Northerly line of the 50 foot right of way to a point 50 feet Northwesterly measured radially from the point of beginning; thence Southeasterly radially, 50 feet to the point of beginning.

Excepting therefrom that portion thereof contained in the following Deeds:

- A. From Fred Genazzi, et ux, to Standard Oil Company of California, a Delaware Corporation, recorded September 5, 1951 in Book 706 of Official Records at Page 115, Marin County Records.
- B. From Fred Genazzi, et ux, to Harold Weiss, recorded December 10, 1952 in Book 779 of Official Records at Page 323, Marin County Records.
- C. From Fred Genazzi to Harold Weiss, et ux, recorded April 18, 1961 in Book 1453 of Official Records at Page 495, Marin County Records.

Parcel Three:

Beginning at a point in the Northwesterly boundary line of the parcel of land firstly described in the Deed executed by Galen Burdell to the North Pacific Coast Railroad Extension Company, recorded January 4, 1889 in Book 9 of

Deeds at Page 219, Marin County Records, said point being the most Southerly corner of the parcel of land described in the Deed executed by Armando E. Campigli to George T. Dettner, et ux, recorded May 9, 1962 in Book 1568 of Official Records at Page 400. Marin County Records, thence along the Southwesterly line of said Dettner parcel, North 32° 36' 30" West (called North 32° 41' West in Deed) 478.71 feet, thence leaving said Southwesterly line North 33° 38' 47" East 848.28 feet to a point in the Westerly line of said parcel conveyed to the North Pacific Coast Railroad Extension Company, thence along said line South 1° 37' East (called North 1° 05' West R/R Deed) 443.00 feet, thence on a curve to, the right, radius of 1017 feet, through a central angle of 40° 27' 51" an arc distance of 718.25 feet to the point of beginning.

Parcel Four:

Beginning at a point in the Northerly line of said parcel conveyed to North Pacific Coast Railroad Extension Company, said point being the Northeast corner of the parcel of land, described in the Deed executed by Northwestern Pacific Railroad Company, a corporation to Fred Genazzi, recorded November 5, 1935 in Book 306 of Official Records at Page 208. Marin County Records thence along the Northerly and Westerly line of said parcel (9 Deeds 219) on a curve to the left, radius of 1017 feet, through a central angle of 61° 11. 10" an arc distance of 1086.06 feet, thence North 1° 37' West (called North 1° 05' West in Deed) 443.00 feet, thence leaving said Westerly line North 88° 23' East 50.00 feet to a point in the Easterly line of said parcel, thence along the Easterly and Southeasterly line of said parcel, South 1° 37' East (called North 1° 05' West in R/R Deed) 443.00 feet, thence on a curve to the right, radius of 1067 feet, through a central angle of 61° 11' 10" an arc distance of 1139.45 feet, to the most Easterly corner of said Genazzi parcel, (Book 306 OR 208) thence along said Easterly line North 30° 25' 50" West 50.00 feet to the point of beginning.

APN: 119-236-10 and 119-240-73

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE (Revised 09/12/08)

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
- (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
- (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.

2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
- (c) The identity of any party shown or referred to in Schedule A.
- (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this Guarantee mean:

- (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A) (C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A) (C) or in Part 2, nor any right, title, interest estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED CLAIMANT

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. NO DUTY TO DEFEND OR PROSECUTE

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED CLAIMANT TO COOPERATE

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provisions of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal

from an adverse judgment or order.

GUARANTEE CONDITIONS AND STIPULATIONS (Continuation)

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant. To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) The Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. DETERMINATION AND EXTENT OF LIABILITY

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS (Continuation)

8. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to paragraph 4 shall reduce the amount of liability pro tanto.

10. PAYMENT OF LOSS

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. ARBITRATION

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association.

Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the amount of liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured.

The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at the office which issued this Guarantee or to its Home Office at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499, (612) 371-1111.

(1)

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This Indenture Made the (15th) fiftteenth day of April in the year 1879 between Mary Augusta Bundell of the County of Marin State of California party of the first part and Galen Bundell of the same place party of the second part Witnesseth Whereas the said party of the second part has at divers times inserted in improvements on the separate property of the said Mary Augusta Bundell his wife certain amounts of money being the separate property of the said party of the second part which cannot be separated and defined Now in consideration thereof and in full discharge and satisfaction of all such outlays heretofore made by the party of the second part the said party of the first part has granted bargained sold and transferred and by these presents does grant bargain sell and transfer unto the said party of the second part and to his heirs and assigns forever All that certain lot tract and parcel of land in the County of Marin State of California bounded and described as follows to wit. Being bounded on the North by a tract of land known as the Mac Key's tract east by certain lands belonging to the party of the first part and known as the Hester and Ballagher tract and the Crown Ranch or tract from which it is separated now by a board and post fence which is heavily set and declared as a division fence on the South and West by the San Bernardino Creek The said tract being known formerly as the Stoelzer Ranch with the salt marsh adjoining the same and now

also known as the Stockton place on Ranch
Containing with the said Salt Marsh about Ni-
ne hundred and fifty acres more or less.

To have and to hold the same unto the
said Helen Bussell husband of the said party
of the first part. And the party of the second
part herein mentioned and to his heirs and
assigns forever. As the sole and separate pro-
perty and estate of the said party of the sec-
ond part in lieu and satisfaction of the sub-
rays and disbursements made as aforesaid out of
the separate estate of the party of the second part.

In Witness Whereof the said party of the first
part has hereunto set her hand and seal the day
and year first above written.

State of California, City and }
County of San Francisco. }³⁰⁰

Mary A. Bussell MS

On this eighteenth day of April A.D. one thousand
eight hundred and seventy nine, before me, Saul S. Marfey, a No-
tary Public in and for said City and County, residing therein, duly
commissioned and sworn, personally appeared Mary A. Bussell
wife of Helen Bussell known to me to be the person described in
whose name is subscribed to and who executed the annexed
instrument described as a Married Woman, and upon an
examination without the hearing of her husband, made her
acquainted with the contents of the said instrument, and there-
upon she acknowledged to me that she executed the
same and that she does not wish to retract such execution.

In Witness Whereof I have hereunto set my hand and
affixed my official seal, the day and year in this Cer-
tificate first above written.

Seal

Saul S. Marfey
Notary Public.

Recorded at request of C. S. Barney
Feb 6 1882 at 55 mins past 11 o'clock A.M.

In the Superior Court of the County of Marin, State of California.
 In the Matter of the Estate
 of
 Galen Burdell, Deceased.

James B. Burdell, the executor of the last will of Galen Burdell, deceased having on the 13th day of September 1907 filed his return of certain sales of real estate under the authority and direction given by the will of deceased together with his petition for the confirmation of said sales by the Court the said return and petition came regularly to be heard this day, and it having been proved to the satisfaction of the court that due notice of the time and place set for the hearing of the said return and petition has been given by the Clerk of the Court according to law, and it appearing to the satisfaction of the Court that the said sales so made and sought to be confirmed to wit;

1st.

A certain lot of land in the town or village of Point Reyes Station on the easterly corner of Third and C Streets fronting one hundred (100) feet on each of said streets and being one hundred 100 feet square to ~~Tregg~~ Grandi for the sum of six hundred (\$600) dollars, less five 5% per cent commission to real estate agent. 2nd. A certain lot of land two hundred 200 feet by three hundred 300 feet in the town or village of Point Reyes Station bounded on the north east by A Street and on the southeast by Fifth Street to B. Tomasini Company, a corporation for the sum of fifteen hundred \$1500. dollars, being above the appraised value of same in Inventory less five 5% per cent commission paid to real estate agent. 3rd. A certain tract of land containing thirty six and five tenths $36 \frac{5}{10}$ acres bounded on the north by the right of way of the Northwestern Pacific Railway Company, on the east by the same right of way, on the south by San Geronimo Creek, and on the west by the County Road, leading from Point Reyes Station to Olema to Arthur Rockfort at and for the sum of four thousand five hundred and sixty two & $50/100$ 4562.50/100 dollars, same being in excess of appraised value less five 5% per cent commission to real estate agent. 4th. That certain piece of land supposed to contain about eight and five tenths ($8 \frac{5}{10}$ acres bounded on the northwest by lands of Point Reyes Station and Tomales County Road, on the northeast by a private road leading to Nicasio creek, on the South by the right of way of the Northwestern Pacific Railway Company, and on the southwest by the hayfield belonging to the estate of Galen Burdell deceased to Thomas Marshall at and for the sum of one hundred and twenty five \$125.00 dollars per acre for amount of land contained. Not having been surveyed the exact contents are not known, price is in excess of appraised value in inventory, less five 5% per cent commission to real estate agent. 5th That certain block of land in the town or village of Point Reyes Station bounded on the northeast by P Street, on the northwest by sixth Street on the southwest by C Street on the southeast by Fifth Street to the Roman Catholic Archbishop of San Francisco, a corporation sole, at and for the sum of twelve hundred and fifty \$1250 dollars, are all made at fair and full prices for the same, in excess of the appraised value in the inventory and not disproportionate to the value of the property, and no bids exceeding same having been filed in the Court, or made to the executor, and that a greater price cannot be obtained for any of said lots. It is ordered and decreed that said sales so made as aforesaid be, and the same are hereby validated and confirmed, and the executor is hereby authorized and directed on payment of the purchase prices above mentioned to execute and deliver to the said purchasers the necessary conveyances therefor. It is further ordered and decreed that prior to the execution and delivery of the conveyances directed to be given to the purchasers the executor shall execute and file in this court an additional bond to be approved by this Court in the sum of twenty thousand (\$20,000.00) dollars.

San Rafael Oct 11th 1907.

Thos J. Lennon,
 Judge.

Endorsed;
 Filed Oct 11, 1907.

Robt E. Graham, Clerk of the Court

Office of the County Clerk,

Of the County of Marin, State of California.

) SS

I, Robert E. Graham, County Clerk of the County of Marin, and State afore-said and ex-officio Clerk of the Superior Court thereof, do hereby certify the foregoing to be a full true and correct copy of the Decree confirming sales of Real Estate at Private Sale, in the matter of the Estate of Galen Burdell, deceased, do on file and of record in my office. Witness my hand and and the seal of said Court this 17th day of October 1907.

(Seal)

Rob E. Graham, Clerk

By F S. Holland, Deputy Clerk.

Filed for Record

And Recorded at request of J.R. Brennan Oct 21 A.D. 1907 at 5 mins past 9 o'clock A.M.

F. S. Holland
Recorder
By J. R. Brennan Deputy

Burdell Jas B. Executor etc

to

The North Shore Railroad Co.

This Indenture made the eighteenth day of March in the year one thousand nine hundred and seven (1907) between James B. Burdell, Executor of the last will and testament of Galen Burdell deceased of the County of Marin, State of California party of the first part, and The North Shore Railroad Company a corporation duly incorporated under the laws of the State of California, party of the second part, Whereas the said James B. Burdell executor as aforesaid did on or about the First day of July 1906 by virtue of the authority and directions contained in the will of Galen Burdell deceased sell unto the said party of the second part for the consideration of thirty 55/100 dollars, that certain lot of land in the County of Marin, State of California hereinafter described; And Whereas the said James B. Burdell executor aforesaid made a report and return of the said sale to the Superior Court of Marin County, with his petition to the said Court that the said Sale be confirmed and Whereas the said return and petition duly came on to be heard before the said Court on the 1st day of March 1907 and upon the said hearing the said sale was duly confirmed by the Court and a decree was duly made by the said Superior Court validating and confirming the said sale and authorizing and directing the executor upon the payment to him of the purchase price aforesaid to execute and deliver to the purchaser a conveyance of the said property, a certified copy of which decree was recorded in the county Recorder's office of Marin County on the 11th day of March 1907 in Liber 108 of Deeds page 41 et seq; NOW THIS INDENTURE WITNESSETH that for and in consideration of the sum of thirty 55/100 (\$30 55/100) dollars to him in hand paid by the party of the second part the receipt whereof is hereby acknowledged the said party of the first part in pursuance of the directions of the will of Galen Burdell deceased, and of the decree of confirmation aforesaid does bargain, sell and convey unto the said party of the second part its successors and assigns, All the right, title, interest and Estate of the said Galen Burdell at the time of his death and also any right, title or interest other or in addition to that of the deceased at the time of his death which his Estate may have acquired since his death in and to that certain lot of land in the town of Point Reyes Station County of Marin State of California bounded and described as follows to wit; Commencing at a point in the middle of the channel of the Arroyo San Geronimo or Paper Mill Creek near Point Reyes Station in Marin County from which point of beginning an Alder Tree fourteen inches in diameter on the right bank of said Creek bears 17° 5' West fifty nine and seven tenths (59 7/10) feet distant thence running up the middle of the channel of said creek North 1° 5' West eighty three and one ten (83 1/10) feet; thence South 25° 55' West two hundred and fifty and two tenths (250 2/10) feet thence South 24° 22' West Two hundred and twenty five and eight tenths (225 8/10) feet to the Northerly line of the right of way of the said North Shore Railroad Company thence on the Northerly line of the said right of way Easterly three hundred and fifty seven and six tenths (357 6/10) feet to the middle of the channel of said Creek, thence up the middle of said Channel North 5° 5' West seventy seven and two tenths (77 2/10) feet to the place of beginning, containing forty seven hundredths (47/100) of an acre. To have and to hold the same unto the said party of the second part its successors and assigns forever. In witness whereof the said party of the first part has hereunto affixed his hand and seal the day and year first above written.

James B. Burdell (Seal)

Executor of the Last Will and Testament
of Galen Burdell, Dec'd.

State of California)
County of Sonoma.) SS

On this 26th day of March in the year one thousand nine hundred and seven before me F.A.Meyer, a Notary Public in and for the said County of Sonoma, residing therein, duly commissioned and sworn, personally appeared James B. Burdell, executor of the last will and testament of Galen Burdell deceased known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as such executor. In witness whereof I have hereunto set my hand and affixed my official seal at my office in Petaluma County of Sonoma, the day and year in this certificate first above written.

(Seal)

F.A.Meyer Notary Public in and

for the County of Sonoma, State of California.

Filed for Record

And Recorded at request of North Shore R.R.Co Nov 21 A.D.1907 at 45 mins past 2 o'clock P.M.

E. G. ...
Recorder
M. J. White Deputy

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Burdell Jas B. Executor etc

to

Marshall Thos

This Indenture made the 24 day of October in the year one thousand nine hundred and seven (1907) between James B. Burdell, the executor of the last will and testament of Galen Burdell, deceased of the County of Marin, State of California, the party of the first part, and Thomas Marshall, of the same place, the party of the second part, Whereas the said James B. Burdell executor of the aforesaid did on or about the first day of September 1907 by virtue of the authority and directions contained in the will of Galen Burdell deceased, sell unto the party of the second part for the consideration of price of one hundred and twenty five (\$125) dollars per acre for the number of acres therein contained, that certain lot of land estimated to contain about eight and 5/10 (8 5/10) acres and described as being bounded on the North by the lands of Point Reyes Station and Tomales County Road, on the east by a private road leading to Nicasio Creek, on the south by the right of way of Northwestern Pacific Railway Co, and on the west by the hayfield belonging to the estate of Galen Burdell, deceased, (the said tract being unsurveyed) and situated in Marin County, State of California as hereinafter more fully described after a survey thereof and whereas the said James B. Burdell executor as aforesaid duly made a return of the said sale to the Superior Court of Marin County, with his petition to the said Court that the said sale be confirmed and whereas the said return and petition came on to be heard before the said Court on the Tenth day of October 1907, and upon the said hearing the said sale was duly confirmed by the Court, and a decree duly made by the said Superior Court validating and confirming the said sale, and authorizing and directing the said executor upon the payment to him of the purchase price aforesaid to execute and deliver to the purchaser a conveyance of the said property a certified copy of which decree was recorded in the County Recorder's office of of Marin County on the twenty first day of October 1907 in liber 11 of Deeds page 285, Now this indenture witnesseth that for and in consideration of the said sum of ___ dollars to him in hand paid by the party of the second part, the receipt whereof is hereby acknowledged the said party of the first part in pursuance of the directions of the will of Galen Burdell deceased, and of the decree of confirmation aforesaid does bargain, sell and convey unto the party of the second part, his heirs and assigns all the right, title, interest and estate of the said Galen Burdell at the time of his death and also any right, title or interest other than or in addition to that of the deceased at the time of his death which his estate may have acquired since his death in and to that certain lot of land in the County of Marin, state of California bounded and described as follows to wit; As per survey made by George M. Dodge, civil engineer. Beginning at a point in the easterly line of the County Road leading from Point Reyes Station to Tomales said point being distant northeasterly measured thereon about 2212 feet from point of intersection of said easterly line of said County Road produced southwesterly with the centre line of the Northwestern Pacific Railroad (formerly the North Pacific Coast Railroad) running thence from said point of beginning, south 65° 07' East along a fence on the southerly line of a private road, and along the line of said fence produced, distance of 510 feet more or less to the westerly line of the right of way of said above mentioned Railroad, thence southerly along said line of said right of way 880 feet more or less to a stake running thence North 32° 33' West 800 feet to a stake thence North 36° 22' West 288.2 feet to a point in the easterly line of said above mentioned County Road and thence Northeasterly along said last mentioned line 229.8 feet to the point of beginning. Containing 6.7/10 acres. To have and to hold the same unto the said party of the second part his heirs and assigns forever. In witness whereof the said party of the first part has hereunto affixed his hand and seal the day and year first-above written, as such executor.

James B. Burdell (Seal)
 As the Executor of the last will and Testament

State of California)
County of Sonoma.)

SS

On this 24 day of October in the year one thousand nine hundred and seven before me F.A. Meyer a Notary Public in and for the said County of Sonoma, residing therein, duly commissioned and sworn, personally appeared James B. Burdell as the Executor of the Last Will & Testament of Galen Burdell, Dec'd known to me to be the person whose names ___ subscribed to the within instrument and acknowledged to me that he executed the same as such executor In witness whereof I have hereunto set my hand and affixed my official seal at my office in Petaluma County of Sonoma, the day and year in this certificate first above written.

(Seal)
County of Sonoma, State of California.

F.A. Meyer Notary Public in and for the

Filed for Record

And Recorded at request of Thos Marshall Dec 26 A.D. 1907 at 5 mins past 1 o'clock P.M.

R. J. Conwell
Recorder
By W. J. ...

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Burdell Jas B.

to

Rochfort A.H.

This Indenture Made the 24 day of October in the year one thousand nine hundred and seven (1907) between James B. Burdell, the executor of the last will and testament of Galen Burdell, deceased of the County of Marin, State of California, the party of the first part and Arthur H. Rochfort, of the same place, the party of the second part, Whereas the said James B. Burdell, executor as aforesaid did on or about the first day of September 1907, by virtue of the authority and directions contained in the will of Galen Burdell deceased, sell unto the party of the second part, for the consideration of four thousand five hundred and sixty two 50/100 (~~4562 50/100~~) Dollars subject to confirmation by the superior Court of Marin County, a certain tract of land containing thirty six and 5/10 (36 5/10) acres described as being bounded on the North by the right of way of the Northwestern Pacific Railway Co, on the east by the same right of way, on the south by San Geronimo Creek, and on the west by the County Road leading from Point Reyes to Olona and situated in Marin County, State of California, as hereinafter more fully described after a survey thereof; and whereas the said James B. Burdell executor of the aforesaid duly made a return of the said sale to the Superior Court of Marin County, with his petition to the said Court that the said sale be confirmed, and whereas the said return and petition came on to be heard before the said Court on the tenth (10) day of October 1907, and upon the said hearing the said sale was duly confirmed by the Court, and a decree made by the Superior Court, validating and confirming the said sale; and authorizing and directing the said executor upon the payment to him of the purchase price aforesaid to execute and deliver to the purchaser a conveyance of the said property, a certified copy of which decree was recorded in the County Recorder's office of Marin County on the twenty first day of October 1907 in Liber(III) One hundred & eleven of Deeds page ____ Now this Indenture witnesseth that for and in consideration of the said sum of four thousand five hundred and sixty two 50/100 (~~4562 50/100~~) Dollars to him in hand paid by the party of the second part, the receipt whereof is hereby acknowledged the said party of the first part in pursuance of the directions of the will of Galen Burdell deceased, and of the decree of confirmation aforesaid does bargain, sell and convey unto the party of the second part; his heirs and assigns all the right title, interest and estate of the said Galen Burdell at the time of his death, and also any right, title or interest other than or in addition to that of the said deceased at the time of his death, which his estate may have acquired since his death in and to that certain lot of land in the County of Marin, State of California bounded and described as follows to wit; As per survey made by George M. Dodge, commencing at the point of intersection of the centre line of the Arroyo San Geronimo or Paper Mill Creek with the easterly line of the County Road leading from Point Reyes Station to Olona running thence along the said easterly line of said County Road North 1° 25' East 335 feet and north 25° 25' East 500 feet thence leaving said County Road, and running along a fence South 85° 29' East 40.7 feet thence North 17° 07' East 135.6 feet to a point in the southerly line of the right of way of the Northwestern Pacific Railroad (formerly the North Pacific Coast Railroad) running thence easterly and northerly along the southerly and easterly line of said Railroad a distance of 3500 feet more or less to the centre of the aforementioned Arroyo San Geronimo Creek or Paper Mill Creek, thence descending along the centre line of said creek with its meanderings

point of beginning. Containing an area of 36.3/10 acres. To have and to hold the same unto the said party of the second part, his heirs and assigns forever. In witness whereof the said party of the first part has hereunto affixed his hand and seal the day and year first above written, as such executor.

James B. Burdell (Seal)
as the Executor of the last Will and Testament
of Galen Burdell, Deed.

State of California)
County of Seneca.) SS

On this 24 day of October in the year one thousand nine hundred and seven before me F.A. Meyer a Notary Public in and for the said County of Seneca, residing therein duly commissioned and sworn personally appeared James B. Burdell as the Executor of the Last Will and Testament of Galen Burdell Deed, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same. In witness whereof I have hereunto set my hand and affixed my official seal at my office in Petaluma County of Seneca, the day and year in this certificate first above written.

(Seal)

F.A. Meyer Notary Public in and for

the County of Seneca State of California.

Filed for Record

And Recorded at request of A.H. Reehfort Mch 12 A.D. 1908 at 36 min past 2 o'clock P.M.

F.A. Meyer
Recorder.

6
James B. Burdell

To

Northwestern Pac R.R. Co

This Indenture made the April day of 24th in the year one thousand nine hundred and nine (1909) between James B. Burdell as executor of the last Will and testament of Galen Burdell deceased of the County of Marin, State of California party of the first part and the "Northwestern Pacific Railroad Company" a corporation duly incorporated under the laws of the State of California the party of the second part; Witnesseth; That whereas the said James B. Burdell as executor as aforesaid did on or about the tenth day of August 1907 by virtue of the authority and directions contained in the Will of Galen Burdell deceased sell unto the said party of the second part for the consideration of seven hundred and fifty (\$750.00) Dollars those certain lots of land in the County of Marin, State of California, hereinafter described and whereas the said James B. Burdell as executor aforesaid made a report and return of the said sale to the Superior Court of Marin County with his petition to the said Court that the said sale be confirmed; and whereas the said return and petition duly came on to be heard before the said Court on the seventh day of May 1908 and upon the said hearing the said sale was duly confirmed by the Court and a decree was duly made by the said Superior Court validating and confirming the said sale and authorizing and directing the executor upon the payment to him of the purchase price aforesaid to execute and deliver to the said purchaser a conveyance of the said property a certified copy of which decree was recorded in the County Recorder's office in Marin County on the twelfth day of May 1908 in Liber 104 of Deeds page 265. Now this Indenture Witnesseth that for and in consideration of the sum of seven hundred and fifty (750.00) Dollars to him in hand paid by the party of the second part, the receipt whereof is hereby acknowledged the said party of the first part in pursuance of the directions of the Will of Galen Burdell deceased and as the executor thereof and of the decree of confirmation aforesaid does grant, bargain, sell and convey unto the said party of the second part its successors and assigns, all the right, title, interest and estate of the said Galen Burdell at the time of his death and also any right, title or interest other than or in addition to that of said deceased at the time of his death which his estate may have acquired since his death in and to those certain tracts of land in the County of Marin, State of California bounded and described as follows; (a) Beginning on the southwesterly corner of the "Second" tract of land described in that certain deed made by Galen Burdell to the North Pacific Coast Railroad Extension Company dated January 2nd, 1889, and recorded in the office of the Recorder of said Marin County in Liber "9" of Deeds at page 219; running thence north 85° 29' west 220.7 feet to a point on the easterly line of that certain portion of the County Road shown as First street upon Map 1 of the Town of Point Reyes filed in the office of said Recorder of Marin County on the twelfth day of May 1908; running thence north 21° 10' East along the said Easterly line of said County Road a distance of 108 feet more or less to a point in the southerly line of the "First tract of land described in the aforesaid deed from Galen Burdell to the North Pacific Coast Railroad Extension Company; thence easterly along said southerly line 190 feet more or less to the northwesterly corner of said "Second" tract first hereinabove mentioned; and thence southerly along the westerly boundary line of said "Second" tract 95 feet to the point of beginning. (b) Beginning at a point of intersection of the Easterly line of that portion of the County Road shown as "First street" on said Map 1 of the Town of Point Reyes with the northerly line of the "First" tract of land described in the above mentioned deed from Galen Burdell to the North Pacific Coast Railroad Extension Company; running thence along the said Easterly line of said County Road North 21° 10' East 68.7 feet; thence leaving said County Road and running south 50° 19' East 125 feet more or less to a point in the said northerly line of the above mentioned "First" tract; and thence westerly along said northerly line 125 feet more or less to the point of

beginning. (c) Beginning at a point in the Easterly line of that portion of the County Road shown as "Fourth street" upon said Map 1 of the Town of Point Reyes which point is distant north 45° 15' East 136.3 feet from the point of intersection of said Easterly line of Fourth street with the centre of the main line of the Northwestern Pacific Railroad as laid down and delineated upon said Map 1 of the Town of Point Reyes; running thence south 50° 19' East along the southerly line of the County Road 839.6 feet thence south 21° 10' West along the westerly line of that portion of the County Road shown as "First street" on said Map 1 of the Town of Point Reyes 90 feet more or less to the Northerly line of the said "First" tract of land described in the aforementioned deed from Galen Burdell to the North Pacific Coast Railroad Extension Company; running thence northwesterly along the northerly line of the said "First" and "third" tracts as described in said last mentioned deed a distance of about 880 feet to the said easterly line of Fourth street; and thence along said last mentioned line north 45° 15' East 100 feet to the point of beginning. (d) Beginning with the point of intersection of the westerly line of Fourth street as shown upon said Map 1 of the Town of Point Reyes with the northerly line of the "First" tract of land described in the said deed from Galen Burdell to the North Pacific Coast Railroad Extension Company thence running north 45° 15' East 98 feet; thence north 50° 19' west 452.5 feet to the said northerly line of said "First" tract and thence southeasterly along the said last mentioned line 453.6 feet to the point of beginning. All courses being given by the true meridian. Together with 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. To Have and To Hold the said premises, together with the appurtenances unto the said party of the second part its successors and assigns forever. In witness whereof the said party of the first part has as executor as aforesaid hereunto affixed his hand and seal the day and year first above written.

Signed and delivered in the Presence of
 F.A.Meyer

James B. Burdell Seal
 AS Executor of the last will and testament
 of said Galen Burdell deceased.

Approved as to Description;

W.C. Edes

Approved as to Form;

Jesse W. Lillienthal

By Albert Raymond General Counsel.

State of California)
 County of Sonoma } ss

On this 24th day of April in the year one thousand nine hundred and nine before me F.A.Meyer a Notary Public in and for the said County of Sonoma, residing therein duly commissioned and sworn personally appeared James B. Burdell as Executor of the last will and testament of Galen Burdell deceased known to me to be the person and executor whose name is subscribed to the within instrument and acknowledged to me that he executed the same as such executor aforesaid. In witness whereof I have hereunto set my hand and affixed my official seal at my office in Petaluma County of Sonoma, the day and year in this Certificate first above written.

(Seal) F.A.Meyer Notary Public in and for the
 County of Sonoma State of California.

Filed for record.

and recorded at request of Northwestern Pacif R.R. May 18-1909 at 40 min past 9 o'clock A.M.

E. J. Connell
 Recorder.

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P

Marshall, W. W.

To

Burdell, James B.

This indenture, made this 11th day of September, in the year of our Lord one thousand nine hundred and eleven, between W. W. Marshall of the County of Marin, State of California, the party of the first part, and James B. Burdell, as the duly appointed, qualified and acting executor of the last will and testament of Galen Burdell deceased, late of the County of Marin, State of California, the party of the second part, Witnesseth, That the said party of the first part for and in consideration of the sum of Ten (10) Dollars Gold coin of the United States of America to him in hand paid, by the said party of the second part, the receipt whereof, is hereby acknowledged, has granted, bargained and sold, conveyed and confirmed, and by these presents does grant, bargain and sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all that certain lot, piece or parcel of land situate, lying and being in the County of Marin, State of California, and bounded and particularly described as follows to wit; All that certain piece parcel or lot of land situated, lying and being in the County of Marin, State of California, near the Town of Pt. Reyes and a portion of the lands formerly belonging to the estate of Galen Burdell, deceased and more particularly described as follows, to wit:- Beginning at a point on the easterly line of the County Road leading from Point Reyes to Marshalls which point is also the most westerly corner of that certain tract of land which was conveyed by the estate of Galen Burdell, deceased, to Marshall by a deed dated Oct., 24, 1907 and recorded in the office of the Recorder of Marin County in liber 112 of deeds at page 304; thence following the Southwesterly line of said tract South 36° 22' east 288.2 feet; thence South 32° 33' east 800 feet to a point in the westerly line of the right of way of the North Western Pacific Railroad; thence Southerly along said line of said right of way 700 feet more or less to a stake; thence running North 33° 49' west 1390 feet, to a point in the easterly line of the above mentioned County Road, thence Northeasterly along said line North 44° 58' east 408.7 feet and North 34° 21' east 154.3 feet to the point of beginning. Containing 15 acres. Together with 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. To have and to hold, all and singular the said premises, together with the appurtenances unto the said party of the second part, and to his heirs and assigns forever. In witness whereof, the said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of, W. W. Marshall (seal)

Jno. A. Bondeson,

State of California, }
County of Marin, } ss

On this 11th day of September in the year one thousand nine hundred and eleven, before me, Jno. A. Bondeson a Notary Public in and for the County of Marin, personally appeared W. W. Marshall, known to me to be the same person whose name is subscribed to the within instrument, and he duly acknowledged to me that he executed the same. In witness whereof, I have hereunto set my hand and affixed my official seal at my office in the County of Marin, the day and year in this certificate first above written.

(seal) Jno. A. Bondeson, Notary Public in and for the County of Marin, State of California, Comm. ex p. Oct. 13/13.

Filed for record

and recorded at the request of, F. A. Meyer, Sept, 22, 1911 at 10 mins past 11 o'clock A.M.

F. J. Holland

P

Burdell, James B.

To

Marshall W. W.

This indenture, made this 25th day of September, 1911, by and between James B. Burdell as the duly appointed qualified and acting executor of the last will and testament of Galen Burdell, deceased, late of the County of Marin, State of California, the party of the first part, and W. W. Marshall of the County of Marin, State of California, the party of the second part, Witnesseth, That whereas, under and by virtue of the last will and Testament of said deceased which provided as follows, to wit:- "I direct that my executor hereinafter named, or any administrator or administratrix who may be appointed in his place or stead, shall exercising due discretion as to the time of making the sale, sell and dispose of all my property of every kind and nature etc" The said James B. Burdell, as such executor did heretofore sell the property hereinafter described at private sale to the said party of the second part, for the sum of eighteen hundred and seventy-five (\$1875.00) dollars; And whereas, upon the due return thereof made in the manner as provided by law upon the due and legal hearing of the said return and account of sales made to said Court, the said Court did on Friday the 22nd day of September, 1911, after hearing all the testimony in support of said return, duly and regularly by its order duly given and made confirm and approve the said sale, and directed that said executor as such should make all necessary and proper conveyances to the said purchaser, viz: the said party of the second part; ~~And whereas, a certified copy of said order of Confirmation was duly recorded in the office of the County Recorder,~~ And whereas, a certified copy of said order confirmation was duly recorded in the office of the County Recorder, of the County of Marin, within which the land sold is situated, on the 25th day of September, 1911, which said order of Confirmation, now on file and of record in said recorder's office is hereby referred to and made a part of this indenture. Now, therefore, the said James B. Burdell as the executor, of the last will and testament of said Galen Burdell, deceased, as aforesaid, the party of the first part, pursuant to the authority and power vested in him, as aforesaid, for and in consideration of the sum of eighteen hundred and seventy-five (\$1875.00) Dollars, Gold coin of the United States, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged has granted, bargained sold and conveyed and by these presents does grant, bargain, sell and convey unto the said party of the second part, to his heirs and assigns forever, all the right title and interest of the estate of Galen Burdell, deceased, at the time of his death, and also all the right, title and interest that the estate, by operation of law, or otherwise, may have acquired other than, or in addition to, that of said testate at the time his death, in and to all that certain piece, parcel or lot of land situated lying and being in the County of Marin, State of California, and located near Pt. Reyes Station, and more particularly described as follows, to wit:- Beginning at a point on the easterly line of the County Road leading from Point Reyes Station to Marshall, which point is also the most westerly of that certain tract of land which was conveyed by the estate of Galen Burdell deceased, to Thomas Marshall by deed dated Oct. 24th, 1907 and recorded in the office of the Recorder of Marin County in Liber 112 of deeds at page 304, thence following the southwesterly line of said tract South 36° 22' east 288.2 feet; thence south 32° 35' 300 feet to a point in the westerly line of the right of way of the Northwestern Pacific Railroad Company thence Southerly along said line of said right of way 700 feet more or less to a stake, thence running north 32° 41' west 1590 feet to a point in the easterly line of the above mentioned County road, thence North-easterly said line North 44° 58' east 408.7 feet and North 32° 21' east 154.5 feet to the point of beginning Containing 15 acres. Together with the tenements, hereditaments and appurtenances whatsoever to the same belonging or in anywise appertaining To have and to hold all and

singular the above mentioned and described premises together with the appurtenances unto the said party of the second part, his heirs and assigns forever. In witness whereof, the party of the first part, as such executor, as aforesaid, has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of,)

F. A. Meyer.

James B. Burdell, (seal)
As the duly appointed
qualified and acting executor
of the last will and testament of
Galen Burdell, deceased.

State of California,)
County of Sonoma,) ss

On this 26th day of September, in the year one thousand nine hundred and eleven, before me, F. A. Meyer, a Notary Public in and for the said County of Sonoma, residing therein, duly commissioned and sworn, personally appeared James B. Burdell, as the duly appointed qualified of the last will and testament of Galen Burdell, deceased, and acting executor, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same, as such executor. In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in Petaluma, County of Sonoma, the day and year in this certificate first above written.

(seal) F. A. Meyer, Notary Public in and for the County of Sonoma,
State of California.

Filed for record

and recorded at the request of, Thos. Marshall, Oct. 11, 1911. A.D. at 31 mins past 9 o'clock
A.M.

T. Marshall
Recorder
By W. H. White

9

Rochfort, A.H.

To

Bell, H. R.

This indenture made this 18th day of November, A.D. 1913, between Arthur H. Rochfort, of the County of Marin, State of California, the party of the first part, and Henry R. Bell, of the City and County of San Francisco, State of California, the party of the second part, Witnesseth, That the said party of the first part, for and in consideration of the sum of Ten Dollars, Gold Coin of the United States, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, conveyed and confirmed and by these presents does grant, bargain and sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all that certain lot, piece or parcel of land situate, lying and being in the County of Marin, State of California, and bounded and particularly described as follows, to wit:-

As per survey made by George M. Dodge commencing at the point of intersection of the center line of the Arroyo San Geronimo or Paper Mill Creek with the easterly line of the County Road leading from Point Reyes to Olema: running thence along the said easterly line of the said County Road 1° 26' east three hundred and fifty-five (355) feet and north 28° 28' east five hundred (500) feet; thence leaving said County Road and running along a fence south 85° 29' east four hundred and forty and 7/10 (440.7) feet; thence north 17° 07' east one hundred and thirty-five and 6/10 (135.6) feet to a point in the southerly line of the right of way of the Northwestern Pacific Railroad (formerly the North Pacific Coast Railroad): running thence easterly and northerly along the southerly and easterly line of said Railroad a distance of thirty-five hundred (3500) feet more or less to the center of the afore-mentioned Arroyo San Geronimo or Paper Mill Creek; thence descending along the center line of said creek, with its meanderings, a distance of about fifty-nine hundred (5900) feet to the point of beginning; containing an area of thirty-six and 5/10 (36.5) acres. Together with 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. To have and to hold, all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever. In witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

(seal)

Arthur H. Rochfort, (seal)

State of California

) ss.

City and County of San Francisco

On this 18th day of November, in the year one thousand nine hundred and thirteen, before me, John J. Cordy, a Notary Public in and for said City and County, residing therein, duly commissioned and sworn, personally appeared Arthur H. Rochfort, known to me to be the person described in, whose name is subscribed to and who executed the annexed instrument, and he acknowledged to me that he executed the same. In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the City and County of San Francisco, the day and year last above written.

(seal)

John J. Cordy, Notary Public in and for the City and County of San Francisco, State of California. My commission expires June 23, 1915.

Filed for record

and recorded at the request of D. A. Ryan, Dec. 2, 1913, A.D. at 31 mins past 11 o'clock A.M.

J. J. Holland
Recorder

10
 Bell, Henry R. et al

to

Magistretti, Paul

THIS INDENTURE, Made this 30th day of December, A. D. 1919 between Henry R. Bell, and Fannie M. Bell, jointly, of the City and County of San Francisco, State of California, the parties of the first part, and Paul Magistretti, of Point Reyes County of Marin, State of California, the party of the second part, WITNESSETH: That the said parties of the first part, for and in consideration of the sum of ten (\$10) Dollars Gold Coin of the United States, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, conveyed and confirmed, and by these presents do grant, bargain and sell, convey and confirm, unto the said party of the second part, and to his heirs and assigns forever, all that certain lot, piece or parcel of land, situate, lying and being in the County of Marin, State of California, and bounded and particularly described as follows, to wit:-

Commencing at a point of intersection of the County Road leading from Point Reyes Station to Olema and the Right of Way of the Northwestern Pacific Railroad (as said Right of Way of Northwestern Pacific Railroad was given in Deed Arthur Rochfort to Henry R. Bell, Nov. 18th, 1913.) running thence along the County Road also known as First Street One Hundred and Forty (140) feet to an iron stake: thence at a right angle leaving the County Road and running Two Hundred (200) feet back to an iron stake: thence at a right angle and running parallel with the County Road and until reaching a point thirty feet distant from the Right of Way of the Northwestern Pacific Railroad; thence keeping at a distance of thirty (30) feet at all points from the Right of Way of said Railroad and running parallel with said Right of Way of Northwestern Pacific Railroad (as Right of Way of Northwestern Pacific Railroad is given in agreement Henry R. Bell and Northwestern Pacific Railroad dated nineteen hundred and sixteen) until reaching a point of intersection with the County Road (also known as First Street) said point of intersection with County Road being distant ten (10) feet from the point of commencement; thence running along said County Road (also known as First St.,) back to the point of commencement. Together with all and singular tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the reversions and reversions, remainder and remainders, rents, issues and profits thereof. To Have and to Hold all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever. In Witness Whereof, the said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Henry R. Bell (Seal)

Fannie M. Bell (Seal)

State of California, }
 City and County of San Francisco } ss.

On this 30th day of December in the year One Thousand Nine Hundred and Nineteen, before me, John L. Murphy, a Notary Public, in and for the City and County of San Francisco, residing therein, duly commissioned and sworn personally appeared Henry R. Bell and Fannie M. Bell (his wife) known to me to be the persons described in, whose names are 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 said City and County of San Francisco, the day and year in this Certificate first above written.

(Seal)

John L. Murphy, Notary Public in and for

the City and County of San Francisco, State of California.

My Commission expires May 1, 1921.

Filed for record

and recorded at the request of P. H. Cochrane Jan. 10, 1920 at 48 minutes past 10 o'clock A.M.

F. S. Holland
Recorder.
By N. J. White
[Signature]

1733.

Bell Henry R.

To

Standard Oil Co.

I.R.S.

\$2.00 cancelled.

THIS INDENTURE, made this eighteenth day of April, A.D. 1922, Between Henry R. Bell, and Fannie M. Bell, his wife, the parties of the first part, and Standard Oil Company, a California Corporation, the party of the second part, WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars in lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, and sold, conveyed and confirmed, and by these presents do grant, bargain and sell, convey and confirm, unto the said party of the second part, and to its successors and assigns forever, all that certain lot, piece or parcel of land situate, lying and being in the Town of Point Reyes County of Marin, State of California, and bounded and particularly described as follows, to wit:

BEGINNING at the Northeasterly corner of that certain tract of land deeded by Henry R. Bell to Paul Magistretti by deed recorded January 10, 1920, in Volume 210 of deeds at page 193, records of the County Recorder of Marin County, California, said corner being thirty feet southerly from the southerly right of way line of the Northwestern Pacific Railroad, and marked by a 2" x 2" stake; running thence south 85° 29' east parallel with and 30 feet southerly from said right of way line, 65.44 feet to a stake; thence south 28° 03' west 131.13 feet, being parallel to First street and 260 feet easterly therefrom to a 3" x 3" x 4 concrete monument; thence south 61° 27' west 109.00 feet to the southeasterly corner of the above mentioned property of Paul Magistretti; thence north 28° 03' east along said easterly line of property of Paul Magistretti and parallel to First street 190.00 feet to the point of beginning, containing 0.225 acres, and being a portion of the lands of H.R. Bell, as described in deed from A.H. Rochfort to H.R. Bell, recorded December 2, 1913, in Volume 156 of deeds, at page 447, Records of the County Recorder of Marin County, California. Also a right of way over the following described strip of land viz;

BEGINNING at a point on the easterly line of First street where intersected by the southerly line of the Northwestern Pacific Railway Company's right of way; running thence south 61° 26' east along said southerly line of right of way 94.2 feet; thence south 85° 29' east along southerly line of same right of way, 175 feet, more or less, to a point opposite the northeasterly corner of the Standard Oil Company's property, thence south 4° 31' west 30 feet to the northeasterly corner of the Standard Oil Company's property; thence north 85° 29' west 180.14 feet; thence north 61° 26' west 95 feet more or less, to the easterly line of First street, thence north 22° 21' east along the said easterly line of First street 31 feet, more or less, to the point of beginning. Being a strip of land uniformly 30 feet wide adjoining and parallel to the southerly line of the Northwestern Pacific Railway Company's right of way and extending from the easterly line of First street to the easterly limits of the Standard Oil Company's property, to be kept open as a right of way, in order that the grantee, its successors or assigns, shall have for all time free and easy access to the property conveyed by this deed and may erect, or lay over or across said property telephone wires, pipe lines and any other equipment necessary to the conduct of the said grantee's business, providing that free access may be had over the said road for the passage of vehicles. Together with 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.

To Have and To Hold all and singular the said premises, together with the appurtenances unto the said party of the second part, and to its successors and assigns forever. In Witness whereof, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Signed, sealed and delivered in the presence of Henry R. Bell. (Seal)
----- Fannie M. Bell (Seal)

State of California)
City and County of San Francisco) ss

On this 18th day of April, in the year One Thousand Nine Hundred and twenty two, before me O.A. Eggers, a Notary Public in and for the City and County of San Francisco, State of California, residing therein duly commissioned and sworn, personally appeared Henry R. Bell, and Fannie M. Bell, his wife, known to me to be the persons described in whose names are subscribed to and who executed the within and annexed instrument, and they acknowledged to me that they executed the same. In Witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the said City and County of San Francisco, the day and year in this certificate first above written.

(Seal) O.A. Eggers, Notary Public in and for the City and County of San Francisco, State of California. My Commission expires April 6, 1924.

Filed for record
and recorded at request of Marin Co Abst Co. Apr. 21, 1922 at 45 minutes past 10 o'clock A.M.

J. S. Allan
Recorder
J. D. ...

INDEXED
[Handwritten initials]

5650
Marshall W.S.

To
Campigli A. J.

THIS INSTRUMENT, made the 4th day of September, 1924, Between Wm. W. Marshall, a single man, of the County of Marin, State of California, the party of the first part, and Armando J. Campigli, and Dora J. Campigli, his wife, of the County of Marin, State of California, the parties of the second part, WITNESSETH: That the said party of the first part, in consideration of the sum of Ten and 00/100 Dollars, lawful money of the United States of America to him in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain and sell, unto the said parties of the second part, and to their heirs and assigns, forever, all of those certain lots, pieces or parcels of land situate in the County of Marin, State of California, and bounded and described as follows, to wit:

Beginning at a point in the Easterly line of the County Road leading from Point Reyes Station to Tomales, said point being distant northeasterly measured thereon about 1212 feet from point of intersection of said Easterly line of said County Road produced southwesterly with the center line of the Northwestern Pacific Railroad, (formerly the North Pacific Coast Railroad,) running thence from said point of beginning, south 68° 07' East along a fence on the southerly side of a private road, and along the line of said fence produced, distant of 510 feet more or less to the westerly line of the right of way said above mentioned Railroad, thence southerly along said line of said right of way 280 feet more or less to a stake, running thence north 32° 33' west 800 feet to a stake thence north 36° 22' west 288.2 feet to a point in the Easterly line of said above mentioned County Road and thence northeasterly along said last mentioned line 229.8 feet to the point of beginning. Containing 6 7/10 acres. Also that certain piece of property described as follows to wit:

Beginning at a point on the easterly line of County Road leading from Point Reyes Station to Marshall, which point is also the most westerly corner of that certain tract of land which was conveyed by the Estate of Galen Burdell, deceased, to Thomas Marshall by deed dated Oct. 24th, 1907 and recorded in the office of the Recorder of Marin County in Liber 112 of Deeds at page 304, thence following the southwesterly line of said tract south 36° 22' East 288.2 feet, thence south 32° 33' 800 feet to a point in the westerly line of the right of way of the Northwestern Pacific Railroad Company, thence southerly along said line of said right of way 700 feet more or less to a stake thence running north 32° 41' West 1390 feet to a point in the easterly line of the above mentioned County Road, thence north westerly along said line north 44° 58' East 408.7 feet and north 32° 21' East 164.3 feet to the point of beginning. Containing 15 acres. Together with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. To Have and To Hold the said premises, together with the appurtenances, unto the said parties of the second part, and to their heirs and assigns forever. In Witness Whereof, the said party of the first part has hereunto set his hand the day and year first written above.

William Walter Marshall.

State of California)
County of Marin) ss

On this 4th day of September, in the year one thousand nine hundred and twenty four, before me H.D. Holly, a Notary Public in and for the County of Marin, personally appeared William Walter Marshall, known to me to be the person whose name is subscribed to the within instrument, and he duly acknowledged to me that he executed the

same. In Witness Whereof, I have hereunto set my hand and affixed my official seal, at my office in the County of Marin, the day and year in this certificate first above written.

H.D. Holly, Notary Public in and for the County of Marin, State of California. Commission expires April 20, 1926.

Filed for record
and recorded at request of Dairymen's Coast Bank. Sept 23, 1924 at 7 min past 11 o'clock A.M.

COMPARED LH
UH

J.V. Fallon Recorder
By *C. Anderson* Deputy

THIS INSTRUMENT, made this 9th day of April, 1935, between NORTHWESTERN PACIFIC RAILROAD COMPANY, a corporation, first party, and FRED GENAZZI, second party: WITNESSETH: That said first party, for and in consideration of the sum of Ten (10) Dollars, lawful money of the United States of America, to it paid by the said second party, the receipt whereof is hereby acknowledged, does by these presents, remise, release and forever quitclaim unto the said second party, and to his heirs and assigns, all that certain piece or parcel of land situate, lying and being in the County of Marin, State of California, more particularly described as follows, to-wit:

BEGINNING at the most easterly point of that certain parcel of land described in deed made by George Plummer, dated March 23, 1917 and recorded March 30, 1917, in Book 186 of Deeds, page 432, Records of Marin County, said point being also 25 feet southeasterly, radially from a point on a curve concave to the North of a radius of 1042 feet, being the center line of the original 50 foot right of way of the North Pacific Coast Railroad Extension Company, now Northwestern Pacific Railroad Company, acquired from Galen Burdell by deed dated January 2, 1889 and recorded January 4, 1889, in Book 9 of Deeds, page 219, Marin County Records; thence southwesterly, along the southeasterly line and its production southwesterly of the said land acquired from Plummer, a distance of 496.4 feet, more or less, to a point on the southerly line of that certain parcel of land described secondly in deed made by Galen Burdell to the North Pacific Coast Railroad Extension Company, now Northwestern Pacific Railroad Company, dated January 2, 1889, and recorded January 4, 1889 in Book 9 of Deeds, page 219, Marin County Records; thence westerly along said southerly line and the southerly line of that certain parcel of land described firstly in deed made by James B. Burdell, as executor of the last will and testament of Galen Burdell, to the Northwestern Pacific Railroad Company, dated April 24, 1909, and recorded May 18, 1909 in Book 121 of Deeds, page 367, Records of Marin County; a distance of 293.3 feet more or less to a point on the northeasterly line of that certain parcel of land described firstly in that certain deed made by Northwestern Pacific Railroad Company to Henry R. Bell, et ux, dated January 12, 1917, and recorded February 24, 1917 in Book 185 of Deeds, page 300, Records of Marin County; thence northwesterly, along the said northeasterly line a distance of 94.2 feet, more or less, to a point in the Easterly line of First Street in the Town of Point Reyes; thence northerly along the said easterly line of First Street a distance of 182.2 feet, more or less, to the most northerly point of that certain parcel of land described secondly in deed made by James B. Burdell, as executor of the last will and testament of Galen Burdell, to the Northwestern Pacific Railroad Company, dated April 24, 1909, and recorded May 18, 1909 in Book 121 of Deeds, page 367, Records of Marin County; thence southeasterly, along the northeasterly line of said last named parcel a distance of 125 feet, more or less, to a point on the northerly line of the above mentioned 50 foot right of way of the North Pacific Coast Railroad Extension Company; thence northwesterly, along the said northerly line of the 50 foot right of way to a point 50 feet northwesterly, measured radially, from the point of beginning; thence southeasterly, radially, 50 feet to the point of beginning, containing 2.16 acres, more or less. Being portion of that certain parcel of land described firstly and all of that certain parcel of land described secondly in that deed made by James B. Burdell, as executor of the last will and testament of Galen Burdell, to the Northwestern Pacific Railroad Company, dated April 24, 1909 and recorded May 18, 1909 in Book 121 of Deeds, page 367, Marin County Records, and portion of those certain parcels of land described firstly and secondly in that deed made by Galen Burdell to the North Pacific Coast Railroad Extension Company, now Northwestern Pacific Railroad Company, dated January 2, 1889 and recorded January 4, 1889, in Book 9 of Deeds, page 219, Marin County Records, and all that certain parcel of land described in deed made by George Plummer to the Northwestern Pacific Railroad Company, dated March 23, 1917 and recorded March 30, 1917 in Book 186 of Deeds, page 432, Marin

thereunto belonging, or in anywise appertaining, and the reversions and reversions, remainder and remainders, rents, issues and profits thereof. TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances, unto the said second party and to his heirs and assigns forever. The above described land as hereby conveyed is not necessary or useful in the performance of the duties of the said first party to the public. IN WITNESS WHEREOF, the said first party has caused these presents to be executed by its officers thereunto duly authorized and its corporate seal to be hereunto affixed the day and year first above written.

NORTHWESTERN PACIFIC RAILROAD COMPANY,

By W. A. Worthington, Vice President.

Attest G. L. King, Secretary.

(CORPORATE SEAL)

Entered in Record Book (12)

W. E. Burris,

By J. L. Deering

Description Correct; W. M. Kirkbride, Chief Engineer.

Form Approved: A. E. Stewart, Contract Attorney. RWC

STATE OF CALIFORNIA

City and County of San Francisco)

ss.

On this 10th day of April, in the year One Thousand Nine hundred and thirty-five, before me, Frank Hervey, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared W. A. Worthington, known to me to be the Vice President and G. L. King, known to me to be the Secretary, of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named, and they acknowledged to me that such corporation executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the City and County of San Francisco, the day and year in this certificate first above written.

(SEAL)

Frank Hervey,
Notary Public in and for the City and County of
San Francisco, State of California.

My commission expires June 20, 1935.

Filed for record and recorded at the request of
Bank of America, Ft. Reyes Sta. Nov. 5, 1935, at 46 min. past 9 o'clock, A.M.

Rec. Fee \$2.00

J. W. Fallon, Recorder

By *D. S. Barlow*

Deputy.

4819

JOINT TENANCY DEED

ARMANDO E. CAMPIGLI, also known under the name of ARMAND E. CAMPIGLI, under which name he acquired the property firstly hereinafter described, and DORA E. CAMPIGLI, his wife, the first parties, hereby grant to ARMANDO E. CAMPIGLI AND DORA E. CAMPIGLI, his wife, the second parties, in JOINT TENANCY, all that real property situated in the County of Marin, State of California, and bounded and described as follows, to-wit:

FIRST: Lots numbered Seventeen (17) and Eighteen (18), as shown and delineated on that certain Map entitled "MAP NO. 1 POINT REYES LAND COMPANY", which said map was filed in the office of the County Recorder of said Marin County on the 22nd day of August, 1912.

SECOND: Beginning at a point in the Easterly line of the County Road leading from Point Reyes Station to Tomales, said point being distant Northeasterly measured thereon about 1212 feet from point of intersection of said Easterly line of said County Road produced Southwesterly with the center line of the Northwestern Pacific Railroad, formerly the North Pacific Coast Railroad, running thence from said point of beginning, South 65° 07' East along a fence on the Southerly side of a private road, and along the line of said fence produced, distance of 510 feet more or less to the Westerly line of the right of way said above mentioned Railroad, thence Southerly along said line of said right of way 880 feet more or less to a stake, running thence North 32° 33' west 800 feet to a stake thence North 36° 22' West 288.2 feet to a point in the Easterly line of said above mentioned County Road and thence Northeasterly along said last mentioned line 229.8 feet to the Point of beginning. Containing 6-7/10 Acres.

THIRD: Beginning at a point on the Easterly line of County Road leading from Point Reyes Station to Marshall, which point is also the most Westerly corner of that certain tract of land which was conveyed by the Estate of Galen Burdell, Deceased, to Thomas Marshall by deed dated Oct. 24th, 1907, and recorded in the office of the Recorder of Marin County in Liber 112 of Deeds, at page 304, thence following the Southwesterly line of said tract South 36° 22' East, 288.2 feet, thence South 32° 33' 800 feet to a point in the Westerly line of the right of way of the Northwestern Pacific Railroad Company, thence Southerly along said line of said right of way 700 feet more or less to a stake thence running North 32° 41' West 1390 feet to a point in the Easterly line of the above mentioned County Road, thence North Easterly along said line North 44° 58' East 408.7 feet and North 32° 21' East 154.3 feet to the point of beginning. Containing 15 acres. IN WITNESS WHEREOF, the said first parties have executed this conveyance this 18th day of July, 1936.

Armando E. Campigli

Dora E. Campigli

STATE OF CALIFORNIA)
County of Marin) ss.

On this 18th day of July, A. D. 1936, before me, Russell Gettemy, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Armando E. Campigli and Dora E. Campigli, his wife, known to me to be the persons whose names are 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, the day and year in this Certificate first above written.

Russell Gettemy,
Notary Public in and for said County and
State of California.

(SEAL)
My comm. Ex. Jan. 12, 1937.

Filed for record and recorded at the request of
A. Campigli, Jul 18, 1936, at 1 min. past 12.0' clock, P.M.

J. W. Fallon, Recorder

Rec. Fee \$1.20

By J. S. Barstow

Deputy.

15

613/431

the office of the County Recorder of the County of Marin, State of California. Dated: May 2, 1949

Frank Sandino
Lola Sandino

STATE OF CALIFORNIA)
CITY AND COUNTY OF SAN FRANCISCO) ss.

On May 25, 1949, before me, the undersigned, a Notary Public in and for said City and County and State, personally appeared Frank Sandino and Lola Sandino, his wife, known to me to be the persons whose names they subscribed to the within instrument and acknowledged that they executed the same.

(Seal)

Daniel F. McCarthy, Notary Public
DANIEL F. MCCARTHY, Notary Public in and for the City and County of San Francisco, State of California.

My commission expires April 17, 1952
Filed for record and recorded

at request of S. R. Land Title Co. Jun 3 1949 at 31 min. past 11 o'clock A.M.

F. D. Burrows, Recorder

Rec. Fee \$1.50

By *J. Milani* Deputy
AW

6228 p I.R.S. 55¢ cancelled Application No. 35510 edh
JOINT TENANCY DEED

HAROLD F. GENAZZI, a single man, grant to WILLIAM MARSHALL and LUCILE HELENE MARSHALL, his wife, in joint tenancy, the real property situated in the County of Marin, State of California, described as follows:

BEGINNING at a point on the Westerly bank of the Arroyo San Geronimo (Paper Mill Creek, which point bears South 31° 29' 35" East 171.78 feet from Station 683 plus 78.0 in the center line of former right of way of the Northwestern Pacific Railroad (formerly the North Pacific Coast Railway; and running thence North 31° 29' 35" West 198.26 feet to a point in the North-westerly boundary of the right of way aforementioned; thence along said Northwesterly boundary of right of way and curving to the right with a radius of 628.80 feet along an arc, the chord of which bears North 52° 08' 05" East, an arc distance of 260.66 feet; thence North 64° 00' 37" East 225.80 feet; thence North 71° 53' East 81.27 feet to a point in the Northwesterly bank of the Arroyo San Geronimo; thence Southwesterly along said bank of the Arroyo San Geronimo about 600 feet to the point of beginning. All courses by the true meridian.

EXCEPTING THEREFROM AND THEREOUT the portion lying within the boundaries of the grant of Right of Way from Galen Burdell to North Pacific Coast Railroad Extension Company, a corporation, dated January 2, 1889 and recorded January 4, 1889, in Liber 9 of Deeds, at page 219, Marin County Records. Dated: June 1, 1949.

Harold F. Genazzi

STATE OF CALIFORNIA) ss.
MARIN COUNTY OF --)

On June 1, 1949, before me, the undersigned, a Notary Public in and for said Marin County and State, personally appeared Harold F. Genazzi, a single man, known to me to be the person whose name is subscribed to the within instrument and acknowledged that -- executed the same.

(Seal)

A. C. Censio, Notary Public
My commission expires: February 2, 1950

Filed for record and recorded

at request of S.R. Land Title Co. Jun 3 1949 at 32 min. past 11 o'clock A.M.

Rec. Fee \$1.60

F. D. Burrows, Recorder
By *J. Milani* Deputy
AW

6230 p I.R.S. 55¢ cancelled 38094 WDJ:bc
GRANT DEED

EDWARD JACKSON, a single man, grant to CARLOS FERNANDES, a single man, the real property situated in the Town of Fairfax, County of Marin, State of California, described as follows:

Lots 65, 66, 67, 68, 69, 70 and 71 in Block 4 as shown, delineated and so designated upon that certain map entitled, "Amended Map No. 2, the Cascades" recorded October 11, 1921, in Volume 5 of Maps, at page 14, Marin County Records. Dated: June 1 - 1949

Edward Jackson

STATE OF CALIFORNIA) ss.
CITY & COUNTY OF SAN FRANCISCO)

On June 1, 1949, before me, the undersigned, a Notary Public in and for said City & County and State, personally appeared Edward Jackson known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

(Seal)

Jack D'Angelo, Notary Public
My commission expires: January 1, 1951

PORTION
OF PAGE
A 215
9/21
UNDEVELOPED
EXCEPTED

116

THIS SPACE FOR RECORDER'S USE ONLY

Deed

SE



REAL ESTATE



SE

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged _____

FRED GENAZZI, and ERMINIA GENAZZI, his wife

herby

GRANT to STANDARD OIL COMPANY OF CALIFORNIA,

a Delaware corporation

all that real property situated in the

County of ~~Alameda~~ Marin

State of California, described as follows:

Commencing at a point which is North 4° 31' East 20 feet and North 85° 29' West 29 feet from the Northeastern corner of the parcel conveyed by Henry H. Bell et ux, to Standard Oil Company, a corporation, by deed recorded April 21, 1922 in Liber 1 of Official Records at page 383; run thence South 85° 29' West 7 feet thence North 25° 03' East 21 feet, more or less, to a line that is parallel with the line northerly of the first course above set forth thence along said parallel line North 85° 29' West 1.5 feet thence Southwesterly in a straight line 20 feet, more or less to the point of commencement.

DATED August 13, 1951

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA }

On August 13, 1951 before me, the undersigned a Notary Public in and for said County and State personally appeared

FRED GENAZZI and ERMINIA GENAZZI
his wife

known to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

(Seal)

Ruth Penick
Notary Public in and for said County and State

When recorded mail to:

Name Standard Oil Co.
Address 1000 Broadway
City New York City
Post to Appl. No. 465451

Fred Genazzi
Erminia Genazzi

FOR RECORDER'S USE ONLY

15148

RECORDED AT REQUEST OF
MARIN COUNTY ABSTRACT CO.

AT 7 MIN. PAST 4 P. M.

SEP-5 1951

IN VOL. 706 PAGE 115

Official Record of Marin County, Calif.

N.J. Giacomini

REC'D

706-115

17

THIS INSTRUMENT, made between HAROLD F. GENAZZI, a single man
the First Party and
STANDARD OIL COMPANY OF CALIFORNIA, a Delaware corporation,
the Second Party.

WITNESSETH:

That the said First Party for value received, does hereby
Grant unto the said Second Party, its successors or assigns,
a non-exclusive, perpetual easement and right of way, for use
as a roadway for vehicles of all kinds, pedestrians and animals,
for water, gas, oil and sewer pipe lines, and for telephone,
electric light and power lines, together with the necessary poles
or conduits to carry said lines, over the following described par-
cel of land:

All that real property situated in the COUNTY OF MARIN, State of
California, described as follows:

Commencing at the Northeastern corner of the parcel conveyed by
Henry R. Bell, et ux, to Standard Oil Company, a corporation,
by deed recorded April 21, 1922 in Liber 1 of Official Records of
Marin County, at page 253; running thence North 4° 31' East 30.00
feet; thence South 85° 29' East 10.00 feet; thence South 28° 03'
West 32.72 feet, more or less, to the point of commencement.

Said easement and right of way to be appurtenant to and for the
use of the owner or owners of the following described parcel of land:

Commencing at a point which is North 4° 31' East 30.00 feet and
North 85° 29' West 68.00 feet from the Northeastern corner of the
parcel conveyed by Henry R. Bell, et ux, to Standard Oil Company,
a corporation, by deed recorded April 21, 1922 in Liber 1 of Official
Records of Marin County, at page 253; running thence South 85° 29'
East 78.00 feet; thence North 28° 03' East 21.81 feet, more or less,
to a line that is parallel with and 20.00 feet Northerly, measured
at right angles, of the first course above set forth; thence along
said parallel line North 85° 29' West 55.00 feet; thence South 62°
16' 35" West 37.49 feet, more or less, to the point of commencement.

IN WITNESS WHEREOF, the said First Party has executed
this Instrument this 13th day of August 1951.

15110

Harold F. Genazzi
HAROLD F. GENAZZI

RECORDED AT REQUEST OF
MARIN COUNTY ABSTRACT CO.

AT 2 MIN. PAST 4 P. M.

SEP-5 1951

IN VOL. 706, PAGE 116

Official Records of Marin County, Calif.

N. J. Giacomini

FEES 1.60 RECORDER

Allen

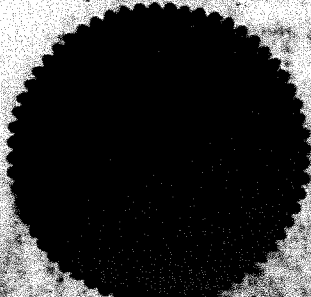
State of California
County of Alameda

SS

On this 13th day of August in the year One Thousand
Nine Hundred and Fifty-one before me Ruth E. Pennie
a Notary Public in and for the County of Alameda, State of California, exhibiting therein, duly
authenticated and sworn, personally appeared
HAROLD F. GENAZZI, a single man

known to me to be the person described in and whose name is subscribed to the
within instrument
and he acknowledged to me that he executed the same

In WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal
this 13th day of August 1951



Ruth E. Pennie

18

19917

BOOK 779 PAGE 323 43680

Joint Tenancy Deed

FRED GENAZZI and ERMINIA GENAZZI, his wife,

Grant in

HAROLD WEISS and MARY WEISS, his wife,

Joint tenancy, the real property situated in the County of Marin, State of California, described as follows:

BEGINNING at a point in the Easterly line of First Street, distant thereon South 50° 19' East 25.20 feet and South 21° 10' West 24.2 feet from the most Southerly corner of Lot 9, Block 3, as said lot and block are shown on that certain map entitled, "Point Reyes Land Company, Subdivision No. 2", filed in the office of the County Recorder of Marin County, California, on January 4, 1916, in Book 4 of Maps at page 93, said point also being the most Northerly corner of the parcel of land conveyed by the Northwestern Pacific Railroad Company to Ball by deed recorded February 24, 1917, in Book 165 of Deeds at page 300, Marin County Records; running thence along the northeasterly line of said parcel South 61° 28' 30" East 94.188 feet, (called South 60° 49' East 94.2 feet in said deed) to the Southerly line of that certain parcel of land described firstly in deed from James S. Burdell as Executor of the last Will and Testament of Galen Burdell to the Northwestern Pacific Railroad Company, recorded May 18, 1909, in Liber 121 of Deeds at page 367, Marin County Records; running thence along the last mentioned line South 85° 29' East 5.812 feet, thence leaving said line North 21° 31' 40" East 75.00 feet, North 62° 51' 50" West 100 feet to the Easterly line of said First Street, thence along the last mentioned line South 21° 10' West 75.20 feet to the point of beginning.

EXCEPTING THEREFROM AND THEREOUT that portion of said land lying within the boundaries of the right of way described in the deed from Galen Burdell to North Pacific Coast Railroad Extension Company dated January 2, 1889, and recorded January 4, 1889, in Liber 9 of Deeds at page 219, Marin County Records.

Dated December 9, 1952

Handwritten signatures of Fred Genazzi and Erminia Genazzi with printed names below.

Notary Public section for A. Cunnio, Notary Public in and for said Marin County and State, personally appeared Fred Genazzi and Erminia Genazzi, his wife. My Commission Expires February 2, 1954.

RECORDING DATA section with stamp: 19917, RECORDED AT REQUEST OF SAN RAFAEL LAND TITLE CO., DEC 10 1952, BOOK 779 PAGE 323, OFFICE RECORDER OF MARIN COUNTY, CALIF., N. J. Bicombini, RECORDER.

19

15733

119-23

For value received HAROLD F. GENAZZI

GRANT to CHARLES P. DE CARLI and VICTOR L. DE CARLI,

all that real property situate in the

County of MARIN

State of California, described as follows:

3.30

COMMENCING at a point on the easterly line of State Highway No. 1 (formerly County Road from Point Reyes to Olema and also being known as First Street in the Town of Point Reyes) said point of commencement being the most westerly corner of the parcel conveyed by Clarence A. Maglioratti, et al, to Emilio Lucchese, et ux, by deed recorded June 22, 1943 in Book 449 of Official Records at page 17, and running thence along said easterly line, South 28° 28' West 80 feet, thence leaving said line South 61° 32' East 200 feet, thence North 28° 28' East 80 feet, thence North 61° 32' West 200 feet to the point of commencement.

Dated June 25 1958

Harold F. Genazzi

For Recorder's Use Only

STATE OF CALIFORNIA

County of Marin

On June 25 1958

before me, Ralph S. Cho, Jr., a Notary Public, in and for said County and State, personally appeared

Harold F. Genazzi

known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same.

Ralph S. Cho, Jr. Notary Public

My commission expires April 9, 1959

15733

RECORDED AT REQUEST OF MARIN COUNTY ABSTRACT CO.

AT 2.15 MIN. PAST 2 P.M. JUL 22 1958

Official Records of Marin County, Calif.

N. J. Liscimini

RECORDER

BOOK 1204 PAGE 174

20

10928

Deed

BOOK 1453 PAGE 495

This Indenture made the 11 day of April one thousand nine hundred and 61

Between Fred Senazzi

and HAROLD MARY WEISS the part of the first part,

Witnesseth: That the said part of the first part, in consideration of the sum of TWO HUNDRED dollars,

lawful money of the United States of America, to in hand paid by the said part of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, and sell unto the said part of the second part, and to heirs and assigns forever, all

in certain lot, piece or parcel of land situate in the County of MARIN State of CALIFORNIA and bounded and described as follows, to-wit:

... known as ... in the ... 1921 by ...

Together with the tenements, hereditaments, and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

To Have and to Hold the said premises, together with the appurtenances, unto the said part of the second part, and to heirs and assigns forever.

In Witness Whereof the said part of the first part has executed these presents the day and year first above written.

Signed and Delivered in the Presence of

Fred Senazzi
Harold Weiss
Mary Weiss

BOOK 10928 PAGE 500

RECORDED AT REQUEST OF
MARIN TITLE GUARANTY CO.

AT 5² MIN. PAST 1 P. M.

APR 18 1961

Official Records of Marin County, Calif.

N. J. Giacomini

FEE \$ 2.80 RECORDER

10927

Dated: April 11, 1961

Robert L. Wise
Barbara E. Wise
Barbara E. Wise

STATE OF CALIFORNIA

County of Marin

April 11, 1961

before me, Theodore A. Fraize

a Notary Public in and for said

County and State, personally appeared

Robert L. Wise and Barbara E. Wise

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

WITNESS my hand and official seal.
(SEAL)

Theodore A. Fraize
Notary Public

My commission expires: February 9, 1964

Theodore A. Fraize
Printed or typed name of Notary Public

21

1470/610

PORTION OF UNDERLYING
PARCEL A/ 215 9/24

EXCEPTED

CUT DEED
APN:
119-235-0

Julif.
17793

OFFICE
1170

MARIN TITLE COMPANY
AT 10 MIN. PAST 2 1/2 H.
JUN 18 1961
Official Records of Marin County, Calif.
N. J. Giacomini
PER A. J. SACCHETTI
SPACE ABOVE THIS LINE FOR RECORDING USE 119

DEED

Application No. 25000-61

HAROLD P. OKHAZZI, desiring with his separate property,
the first part of _____ hereby conveys to
NO PHAIN'S, a corporation,

the second part of _____ all the real property situated in the _____ County

of Marin, State of California, described as follows:

BEGINNING at a point on the Easterly line of State Highway No. 1 (formerly County Road from Point Reyes to Olema and also being known as First Street in the Town of Point Reyes), said point being the most Westerly corner of that certain parcel of land described in the Deed from Harold P. Genassi to Charles P. De Carli, et ux, recorded July 22, 1958 in Liber 1204 of Official Records, at page 174, Marin County Records, and running thence from said point of beginning, along said Easterly line of First Street, South 28° 28' West 216 feet, thence leaving said line of First Street and running South 61° 32' East 200.00 feet, thence North 28° 28' East 216.00 feet to the most Southerly corner of the parcel of land hereinabove referred to; thence along the Southwesterly boundary line of said parcel North 61° 32' West 200.00 feet to the point of beginning.



WITNESS MY hand this 29 day of May 19 61.

STATE OF CALIFORNIA
County of Marin

On May 29, 1961
before me, A. Concio
a Notary Public, in and for said _____ County and State, personally appeared _____

Harold P. Genassi
(Harold P. Genassi)

known to me to be the person whose name is subscribed to the within instrument, and he acknowledged to me that he executed the same.

[Signature]
A. Concio
Notary Public
My Commission Expires _____

MARIN TITLE COMPANY
1800 P...
San Francisco, California

22

BOOK 1568 PAGE 400

Recorded at the request of

Return to 16075

George T. Dettner

2691 Green Street

San Francisco, California

190516 JM @

310-313-04

RECORDED AT REQUEST OF
MARIN COUNTY ABSTRACT CO.

AT 20 MIN. PAST 10 A.M.

MAY - 9 1962

Official Records of Marin County, Calif.

N. J. Lacomini

FOR \$ _____ RECORDERS

2.00

BOOK 1568 PAGE 400

16075

GRANT DEED (withheld) Joint Tenancy

For value received ARMANDO E. CAMPIGLI

GRANT to GEORGE T. DETTNER AND SALLY C. DETTNER, his wife

as Joint Tenants

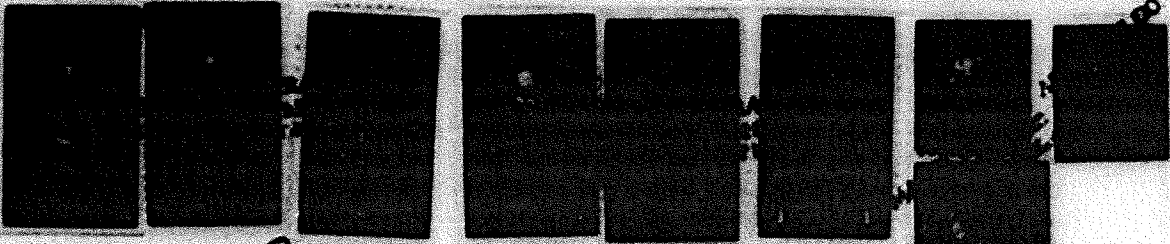
all that real property situate in the

County of Marin

State of California, described as follows:

41.80

COMMENCING at the most Southerly corner of the parcel conveyed by Armando E. Campigli, et ux, to Marin County Abstract & Title Company, a corporation, by deed recorded May 26, 1955 in Liber 944 of Official Records at page 417, Marin County Records, and running thence along the Southeasterly and Northeasterly lines of said parcel North 43°17' East 208.0 feet and North 32°30' West 208.0 feet to the Southeasterly line of the State Highway Route No. 1 leading from Point Reyes to Marshall, thence Northeasterly along said Southeasterly line 584.8 feet, more or less, to the point of intersection of said line with the Southwesterly line of the County Road leading from Point Reyes to Petaluma, said point also being the most Northerly corner of Parcel One as described in the deed from W. A. Marshall to Armando E. Campigli, et ux, by deed recorded September 23, 1924 in Liber 55 of Official Records at page 118, Marin County Records, thence along said Southwesterly line and the extension thereof (being the Northeasterly line of said parcel so conveyed to Campigli) South 65°07' East 510 feet, more or less, to the Westerly line of the right of way of the Northwestern Pacific Railroad (now abandoned), thence Southerly along said Westerly line 1580 feet, more or less, to the most Southerly corner of Parcel Two as described in said deed to Campigli, said corner also being the most Easterly corner of the parcel conveyed by David A. McKee, et ux, to John S. Damazio, et ux, by deed recorded August 30, 1944 in Liber 466 of Official Records at page 428, Marin County Records, and thence along the boundary between said parcels North 32°41' West 1182 feet, more or less, to the point of commencement.



Dated April 2 1962

x Armando E. Campigli
Armando E. Campigli

STATE OF CALIFORNIA

County of Marin

on and for said _____ 1962 before me Josephine Morton, a Notary Public,
County and State, personally appeared

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.
My commission expires 2/17/64

Josephine Morton
Notary Public

27372

The within instrument is a correct copy of the original on file in this office.

ATTEST: JUL - 6 1964

GEO. H. GROSS
County Clerk and Ex-officio Clerk of the Superior Court of the State of California in and for the County of Marin.

FILED

JUL - 6 1964
GEO. H. GROSS
COUNTY CLERK

BY E. MEDVIG DEPUTY

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF MARIN

In the Matter of the Estate)	
of)	No. 15142
FRED GENAZZI, also known as)	
FRED J. GENAZZI and F. J.)	
GENAZZI,)	<u>DECREE</u>
Deceased.)	

DECREE SETTLING FIRST ANNUAL ACCOUNT AND REPORT
AND ORDERING PRELIMINARY DISTRIBUTION

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION,
a national banking association, executor of the estate of FRED
GENAZZI, also known as FRED J. GENAZZI and F. J. GENAZZI, deceased,
having on the 26th day of June, 1964, rendered and filed herein
its first annual account and report of its administration of said
estate to and including the 31st day of May, 1964, and having with
said account filed a petition for preliminary distribution of said
estate, and said account and petition this day coming on regularly
to be heard and proof having been made to the satisfaction of the
Court that the Clerk had given notice of the settlement of said
account and the hearing of said petition, in the manner and for
the time required by law, the Court finds:

1) That said account is in all respects true and correct and is supported by proper vouchers; that the residue of

BAKSHIAN, SOHAAL, MARTINELLI,
WEISSICH & JORDAN
ATTORNEYS AT LAW
1010 S STREET
SAN RAFAEL, CALIFORNIA
TELEPHONE 484-9000

BAGSHAW, SOLMAN, MAHMOUDI,
WEISSICH & JORDAN
ATTORNEYS AT LAW
ALBERT BUILDING
SUITE 3000
SAN FRANCISCO, CALIFORNIA
TELEPHONE 456-0820

1 said estate at the filing of said account consists of cash on hand
2 and real and personal property.

3 2) That due and legal notice to creditors of said
4 estate has been given in the manner and for the time required by
5 law.

6 3) That all creditor's claims filed in said estate
7 have been allowed and paid, and said estate is but little indebt-
8 ed. That your petitioner prepaid California State Inheritance
9 Taxes in the estimated amount of \$25,000.00, less a 5% discount,
10 but a final determination of the tax has not yet been made. That
11 Federal Estate Taxes have yet to be determined and paid, but as
12 shown by the account on file herein, there are ample assets with
13 which to pay any such tax over and above the assets specifically
14 bequeathed and devised, and which it is proposed be distributed
15 at this time.

16 4) That the whole of said estate was the separate prop-
17 erty of said decedent.

18 5) That the time for filing or presenting claims
19 against said estate has expired; that the time for contesting
20 the will of the decedent has expired; that the State Controller
21 of the State of California has consented in writing to the propos-
22 ed preliminary distribution.

23 6) Although the estate is not now in a condition to be
24 closed, there may be distributed at this time, without loss to
25 the creditors or injury to the estate or any person interested
26 therein, the property described below in accordance with the de-
27 cedent's will, and the distribution herein ordered may be made
28 without requiring the distributees herein named, to execute a
29 bond payable to the executor.

30 7) That upon final distribution of the subject estate
31 said executor will be entitled to statutory commission in the
32 amount of \$9,207.94; that said executor has received \$1,500.00

LAGSBAY, SCHAAF, MANINELLA,
WEISSICH & JORDAN
ATTORNEYS AT LAW
1010 B STREET
SAN RAFAEL, CALIFORNIA
TELEPHONE 456-0600

1 on account of such commissions and should now receive a further
2 allowance on account thereof; that the attorneys for the executor
3 have also received the sum of \$1,500.00 as an advance on account
4 of attorney's fees.

5 NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND
6 DECREED:

7 a) That the First Annual Account and Report of said
8 executor be and the same is hereby approved, settled and allowed,
9 and the disbursements and expenditures set forth therein are
10 hereby confirmed, ratified and allowed;

11 b) That notice to creditors has been duly given as re-
12 quired by law;

13 c) That there is hereby distributed to the following
14 named persons, the property hereinafter described, they being the
15 persons entitled thereto:

16 To: HAROLD GENAZZI an undivided one-half interest in the
17 real property described on Exhibit A hereunto attached;

18 To: SILVIO W. CODONI a life estate in and to the apartment
19 unit located at the rear of the residence on the real property
20 described on Exhibit B hereunto attached;

21 TO: EVELYN GILARDI an undivided one-half interest in the
22 real property described on Exhibit C hereunto attached, and an
23 undivided one-half interest in the real property described on Ex-
24 hibit B hereunto attached, subject to the life estate therein of
25 SILVIO W. CODONI;

26 To: EVELYN GILARDI 156 shares of capital stock of Bank of
27 America N.T. & S.A., and 300 shares of common stock of Pacific
28 Gas & Electric Company.

29 d) That the requirement of a bond from the distributees
30 above named is hereby dispensed with;

31 e) That BANK OF AMERICA NATIONAL TRUST AND SAVINGS
32 ASSOCIATION, as executor, is hereby authorized and directed to pay

BAGSHAW, SCHAAZ, MARTINELLI,
WEISSICH & JORDAN
ATTORNEYS AT LAW
ALBERT BUILDING
1010 B STREET
SAN RAFAEL, CALIFORNIA
Telephone 422-1000

1 to itself on account of statutory executor's commissions, the sum
2 of \$4,500.00; that the previous advance on account of executor's
3 commission in the sum of \$1,500.00 is hereby approved and allowed;
4 that the payment to BAGSHAW, MARTINELLI, WEISSICH & JORDAN, attor-
5 neys for said executor, of the sum of \$1,500.00 on account of
6 attorney's fees is hereby approved and allowed;

7 f) That fees and commissions for extraordinary services
8 performed by said executor and its attorneys, shall be determined
9 at a later date.

10 DONE IN OPEN COURT this 6th day of July, 1964.

11 N. CHARLES BRUSATORI
12 Judge of the Superior Court

13
14
15 CONSENT

16 Consent is hereby given to the granting of the within
17 petition and decree for preliminary distribution without first
18 having the inheritance tax determined and paid. This consent
19 shall not be deemed to be an acquiescence by the State Controller
20 with respect to any matter in the petition or decree which may be
21 an issue in the determination of the inheritance tax in this
22 estate.

23 DATED: July 1, 1964.

24 ALAN CRANSTON, State Controller

25 27372

26 By FRANCIS J. MULDOON
Francis J. Muldoon
Inheritance Tax Attorney

27 RECORDED AT REQUEST OF
28 BAGSHAW MARTINELLI WEISSICH & JORDAN

29 AT 25 MIN. PAST 11 A. M.
30 JUL 6 - 1964

BOOK 1833 PAGE 47

31 Official Records of Marin County, Calif

32 N. J. Giacomini
FEE \$ 8.90 RECORDED

An undivided one-half (1/2) interest in that certain real property situate in the County of Marin, State of California, particularly described as follows:

PARCEL ONE:

BEGINNING AT THE NORTHWEST CORNER OF THE PORTION OF THE RANCHO BAULINAS Y TOMALES WHICH WAS CONVEYED TO EDWARD CALLAGHER BY FELIPE GARCIA AND WIFE BY DEED DATED NOVEMBER 18TH, 1875 AND RECORDED IN THE OFFICE OF THE RECORDER OF MARIN COUNTY AT PAGE 68 IN BOOK P OF DEEDS; RUNNING THENCE FROM SAID PLACE OF BEGINNING NORTH 9 DEGREES WEST 20 CHAINS 40 LINKS TO A STAKE ON THE SOUTHERLY BANK OF THE CREEK KNOWN AS THE ARROYO SAN GERONIMO OR PAPER MILL CREEK, WHICH STAKE MARKED "S x E" IS NORTH 61 DEGREES 31 MINUTES EAST DISTANT 53 FEET FROM A LAUREL TREE 12 INCHES IN DIAMETER MARKED "B T S x E"; THENCE FROM SAID STAKE CONTINUING SAID COURSE NORTH 9 DEGREES WEST 20 LINKS TO THE CENTRE OF SAID CREEK; THENCE DESCENDING ALONG THE CENTRE OF SAID CREEK 25 CHAINS 40 LINKS TO A POINT AT WHICH IS SET A STAKE MARKED "S x E" FROM WHICH SOUTH 76° DEGREES 30 MINUTES WEST DISTANT 81 FEET IS A LAUREL TREE 14 INCHES IN DIAMETER MARKED "B T S x E"; RUNNING THENCE FROM SAID STAKE SOUTH 36° DEGREES 15 MINUTES WEST 42 CHAINS 10 LINKS TO A STAKE MARKED "A" FROM WHICH A LIVE OAK TREE ON THE EAST BANK OF SAID CREEK GLAZED AND MARKED 37 IS SOUTH 72 DEGREES 30 MINUTES WEST DISTANT 1 CHAIN AND 16 LINKS; THENCE FROM SAID STAKE "A" SOUTH 3 DEGREES 30 MINUTES EAST 12 CHAINS 65 LINKS TO A STAKE; THENCE SOUTH 48 DEGREES 45 MINUTES EAST 2 CHAINS TO A STAKE MARKED "B"; THENCE SOUTH 44 DEGREES 30 MINUTES WEST 25 CHAINS 16 LINKS TO A STAKE MARKED "S x E" IN THE NORTH LINE OF THE ROAD RUNNING FROM THE VILLAGE OF OLEMA WESTERLY TO THE OLEMA STATION ON THE NORTH PACIFIC COAST RAILROAD; THENCE SOUTHEASTERLY ALONG SAID NORTH LINE OF SAID ROAD 44 CHAINS 70 LINKS TO THE SOUTHWEST CORNER OF THE TRACT OF LAND CONVEYED TO CALLAGHER AS AFORESAID; THENCE NORTH 33 DEGREES 30 MINUTES EAST 37 CHAINS TO THE PLACE OF BEGINNING. BEING THE SAME LAND WHICH WAS CONVEYED BY EMMA L. HOWARD TO WILLIAM EVANS BY DEED DATED JULY 23RD, 1877 AND RECORDED IN THE COUNTY RECORDER'S OFFICE OF MARIN COUNTY IN BOOK "7" OF DEEDS, AT PAGE 578.

PARCEL TWO:

BEGINNING AT A POINT IN THE CENTER OF THE ARROYO SAN GERONIMO (PAPER MILL CREEK SO-CALLED), ABOUT ONE HALF MILE ABOVE THE LOWER BRIDGE CROSSING SAID CREEK, FROM WHICH POINT A LAUREL TREE FOURTEEN INCHES IN DIAMETER, MARKED "B T S & E" BEARS SOUTH 78 DEGREES WEST 31 FEET DISTANT; DESCENDING THENCE FROM SAID POINT OF BEGINNING ALONG THE CENTER OF SAID CREEK 29.18/100 CHAINS TO A POINT BEARING SOUTH 78 DEGREES 30' WEST DISTANT 50 LINKS FROM A LIVE OAK TREE ON THE BANK OF THE CREEK, SAID OAK BEING GLAZED AND MARKED "37"; THENCE NORTH 78 DEGREES 50 MINUTES EAST 20 LINKS TO SAID OAK; THENCE SOUTHERLY ALONG THE SOUTHERLY AND SOUTHERLY BANK OF SAID CREEK 49.8/100 CHAINS TO THE NORTHEASTERLY LINE OF THE ROAD LEADING WESTERLY FROM THE VILLAGE OF OLEMA TO WHAT WAS THE OLEMA STATION, NOW POINT BRIDE STATION OF THE NORTH PACIFIC COAST RAILROAD COMPANY; THENCE SOUTHEASTERLY ALONG SAID LINE OF SAID ROAD 25.60/100 CHAINS TO A STAKE MARKED S x E SAID STAKE BEARING NORTH 17 DEGREES 15 MINUTES EAST DISTANT 90 LINKS FROM THE NORTHEAST CORNER OF PIDE LAND SURVEY No. 169, AND BEING THE SOUTHWESTERLY CORNER OF THE A. RICHELTY RANCH; THENCE ALONG THE WESTERN LINE OF THE A. RICHELTY RANCH, NORTH 45 DEGREES 42 MINUTES EAST 35.18/100 CHAINS, NORTH 48 DEGREES 45 MINUTES WEST 3 CHAINS NORTH 3 DEGREES 50 MINUTES WEST 12.65/100 CHAINS, SOUTH 7 DEGREES 15 MINUTES EAST 48.10/100 CHAINS TO THE PLACE OF BEGINNING. COURSE TRUE MERIDIAN, MAGNETIC VARIATION 1875 10 MINUTES WEST. BEING THE LAND CONVEYED TO WILLIAM EVANS BY EMMA L. HOWARD, BY DEED RECORDED IN THE COUNTY RECORDER'S OFFICE AT PAGE 577 IN THE COUNTY RECORDER'S OFFICE, AND IS KNOWN AS THE "RICHETTI FARM".

RECORDER'S MEMO: Legibility of Writing, Typing or Printing UNSATISFACTORY in this document when received.

PARCEL TWO: EMINENT DOMAIN

EXCEPTING THEREFROM: BEGINNING AT THE NORTHEASTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM FREDERICK GENAZZI, ET UX, TO A. H. EWING DATED JULY 2, 1930 AND RECORDED IN LIBER 197 OF OFFICIAL RECORDS, AT PAGE 485, RUNNING THENCE ALONG THE EASTERLY BOUNDARY OF SAID PARCEL SOUTH 2° EAST 337 FEET TO THE SOUTHEASTERLY CORNER THEREOF, SAID POINT BEING ALSO THE NORTHEASTERLY CORNER OF THE PARCEL DESCRIBED IN THE DEED FROM FRED GENAZZI, ET UX, TO FRANK M. CANNON, DATED MAY 6, 1926 AND RECORDED IN LIBER 94 OF OFFICIAL RECORDS, AT PAGE 380 THENCE ALONG THE EASTERLY LINE OF THE CANNON PARCEL AND THE SOUTHERLY PROLONGATION THEREOF, SOUTH 35° 41' WEST 746.51 FEET TO THE SOUTHEASTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM FRED GENAZZI, ET UX, TO THE DEPARTMENT OF VETERANS AFFAIRS OF THE STATE OF CALIFORNIA, RECORDED MAY 9, 1956 IN LIBER 1027 OF OFFICIAL RECORDS, AT PAGE 96, THENCE ALONG THE SOUTHEASTERLY BOUNDARY THEREOF, SOUTH 61° 15' WEST 186.95 FEET TO THE NORTHEASTERLY BOUNDARY OF THE COUNTY ROAD, RUNNING THENCE ALONG SAID NORTHEASTERLY BOUNDARY TO THE NORTHWESTERLY CORNER OF AFOREMENTIONED PARCEL DEEDED TO EWING, THENCE ALONG NORTHERLY BOUNDARY OF SAID EWING PARCEL NORTH 52° 18' EAST 176.92 FEET TO THE POINT OF BEGINNING.

PARCEL THREE:

BEGINNING AT THE MOST EASTERLY POINT OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED MADE BY GEORGE PLUMMER, DATED MARCH 23, 1917 AND RECORDED MARCH 30, 1917 IN BOOK 186 OF DEEDS, PAGE 432, RECORDS OF MARIN COUNTY, SAID POINT BEING ALSO 25 FEET SOUTHEASTERLY, RADIIALLY FROM A POINT ON A CURVE CONCAVE TO THE NORTH OF A RADIUS OF 1042 FEET, BEING THE CENTER LINE OF THE ORIGINAL 50 FOOT RIGHT OF WAY OF THE NORTH PACIFIC COAST RAILROAD EXTENSION COMPANY, NOW NORTHWESTERN PACIFIC RAILROAD COMPANY, ACQUIRED FROM GELEN BURDELL BY DEED DATED JANUARY 2, 1889 AND RECORDED JANUARY 4, 1889 IN BOOK 9 OF DEEDS, PAGE 219, MARIN COUNTY RECORDS; THENCE SOUTHWESTERLY, ALONG THE SOUTHEASTERLY LINE AND ITS PRODUCTION SOUTHWESTERLY OF THE SAID LAND ACQUIRED FROM PLUMMER, A DISTANCE OF 496.4 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED SECONDLY IN DEED MADE BY GELEN BURDELL TO THE NORTH PACIFIC COAST RAILROAD EXTENSION COMPANY, NOW NORTHWESTERN PACIFIC RAILROAD COMPANY, DATED JANUARY 2, 1889 AND RECORDED JANUARY 4, 1889 IN BOOK 9 OF DEEDS, PAGE 219, MARIN COUNTY RECORDS; THENCE WESTERLY ALONG SAID SOUTHERLY LINE AND THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED FIRSTLY IN DEED MADE BY JAMES B. BURDELL, AS EXECUTOR OF THE LAST WILL AND TESTAMENT OF GELEN BURDELL, TO THE NORTHWESTERN PACIFIC RAILROAD COMPANY, DATED APRIL 24, 1909 AND RECORDED MAY 19, 1909 IN BOOK 121 OF DEEDS, PAGE 387, RECORDS OF MARIN COUNTY; A DISTANCE OF 293.5 FEET MORE OR LESS TO A POINT ON THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED FIRSTLY IN THAT CERTAIN DEED MADE BY NORTHWESTERN PACIFIC RAILROAD COMPANY TO HENRY R. BELL, ET UX, DATED JANUARY 12, 1917 AND RECORDED FEBRUARY 24, 1917 IN BOOK 185 OF DEEDS, PAGE 500, RECORDS OF MARIN COUNTY; THENCE NORTHWESTERLY ALONG THE SAID NORTHWESTERLY LINE A DISTANCE OF 94.2 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF FIRST STREET IN THE TOWN OF POINT DRYES; THENCE NORTHERLY ALONG THE SAID EASTERLY LINE OF FIRST STREET A DISTANCE OF 182.2 FEET, MORE OR LESS, TO THE MOST NORTHERLY POINT OF THAT CERTAIN PARCEL OF LAND DESCRIBED SECONDLY IN DEED MADE BY JAMES B. BURDELL, AS EXECUTOR OF THE LAST WILL AND TESTAMENT OF GELEN BURDELL, TO THE NORTHWESTERN PACIFIC RAILROAD COMPANY, DATED APRIL 24, 1909 AND RECORDED MAY 19, 1909 IN BOOK 121 OF DEEDS, PAGE 387, RECORDS OF MARIN COUNTY; THENCE SOUTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LAST NAMED PARCEL A DISTANCE OF 100 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL DESCRIBED 50 FOOT RIGHT OF WAY OF THE NORTH PACIFIC COAST RAILROAD EXTENSION COMPANY, NOW NORTHWESTERN PACIFIC RAILROAD COMPANY; THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF SAID 50 FOOT RIGHT OF WAY A DISTANCE OF 50 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY RADIIALLY, 50 FEET TO THE POINT OF BEGINNING.

RECORDER'S MEMO. Legibility of Writing, Typing or Printing UNSATISFACTORY in this document when received.

EXCEPTING THEREFROM THAT PORTION THEREOF CONTAINED IN THE FOLLOWING DEEDS:

- A. FROM FRED GENAZZI, ET UX, TO STANDARD OIL COMPANY OF CALIFORNIA, A DELAWARE CORPORATION, RECORDED SEPTEMBER 5, 1951 IN LIBER 706 OF OFFICIAL RECORDS, AT PAGE 115.
- B. FROM FRED GENAZZI, ET UX, TO HAROLD WEISS, ET UX, RECORDED DECEMBER 10, 1952 IN LIBER 779 OF OFFICIAL RECORDS, AT PAGE 323.
- C. FROM FRED GENAZZI TO HAROLD WEISS, ET UX, RECORDED APRIL 18, 1961 IN LIBER 1435 OF OFFICIAL RECORDS, AT PAGE 495.

Excepting also therefrom the following described real property:

BEGINNING at a point, being the most southerly corner of the Parcel deeded by Fred Genazzi, et ux, to the Department of Veterans' Affairs of the State of California, recorded May 9, 1956 in Liber 1027 of Official Records, at page 86, Marin County Records; thence along the northeasterly boundary of the County Road (State Route 1), S.35°41'E. 87.81 feet; thence leaving said northeasterly boundary, N.48°33'20"E. 252.87 feet, N.35°41'". 77.55 feet and S.51°15'". 64.67 feet to the easterly corner of said parcel deeded by Fred Genazzi; thence along the southeasterly boundary of said parcel S.51°15'". 186.82 feet to the Point of Beginning.

SUBJECT TO, AND TOGETHER WITH an easement for driveway purposes over the following described parcel: BEGINNING at the most southerly corner of the above described parcel; thence along the northeasterly boundary of the County Road (State Route 1) S.35°41'". 10.05 feet; thence leaving said northeasterly boundary, N.48°33'20"E. 253.48 feet and N.41°26'40'". 10.0 feet to the easterly corner of the above described parcel; thence along the northeasterly boundary of the above described parcel, N.35°41'". 10.05 feet; thence S.48°33'20'". 207.88 feet and N.79°01'30'". 64.67 feet to the northeasterly boundary of said County Road; thence along said northeasterly boundary of the County Road, S.35°41'E. 62.19 feet to the Point of Beginning.

RECORDER'S MEMO: Legibility of writing, Typing or Printing UNSATISFACTORY in this document when received.

An undivided one-half (1/2) interest in that certain real property situate in the County of Marin, State of California, particularly described as follows:

BEGINNING at a point, being the most southerly corner of the Parcel deeded by Fred Genazzi, et ux, to the Department of Veterans' Affairs of the State of California, recorded May 9, 1956 in Liber 1027 of Official Records, at page 86, Marin County Records; thence along the northeasterly boundary of the County Road (State Route 1), S.35°41'E. 8).81 feet; thence leaving said northeasterly boundary, N.48°33'20"E. 252.87 feet, N.35°41'". 77.55 feet and S.51°15'". 64.07 feet to the easterly corner of said parcel deeded by Fred Genazzi; thence along the southeasterly boundary of said parcel S.51°15'". 186.82 feet to the Point of Beginning.

SUBJECT TO, AND TOGETHER WITH an easement for driveway purposes over the following described parcel: BEGINNING at the most southerly corner of the above described parcel; thence along the northeasterly boundary of the County Road (State Route 1) S.35°41'". 10.05 feet; thence leaving said northeasterly boundary, N.48°33'20"E. 253.48 feet and N.41°26'40'". 10.0 feet to the easterly corner of the above described parcel; thence along the northeasterly boundary of the above described parcel, N.35°41'". 10.05 feet; thence S.48°33'20'". 207.88 feet and N.79°01'30'". 64.87 feet to the northeasterly boundary of said County Road; thence along said northeasterly boundary of the County Road, S.35°41'E. 62.19 feet to the Point of Beginning.

AN UNDIVIDED ONE-HALF (1/2) INTEREST IN THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF MARIN, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY CORNER OF THE PARCEL DEEDED BY FRED GENAZZI, ET UX, TO THE DEPARTMENT OF VETERANS' AFFAIRS OF THE STATE OF CALIFORNIA, RECORDED MAY 9, 1956, IN LIBER 1027 OF OFFICIAL RECORDS, AT PAGE 86, RUNNING THENCE ALONG THE NORTHWESTERLY BOUNDARY THEREOF, SOUTH 51° 15' EAST 186.95 FEET TO THE NORTHEASTERLY BOUNDARY OF THE COUNTY ROAD, THENCE ALONG SAID BOUNDARY, NORTH 35° 41' WEST 60 FEET TO THE SOUTHERLY CORNER OF THE PARCEL DESCRIBED IN THE DEED FROM FRED GENAZZI, ET UX, TO ELDEN L. FREDRICKSON, ET UX, RECORDED JUNE 26, 1950 IN LIBER 656 OF OFFICIAL RECORDS, AT PAGE 24, RUNNING THENCE ALONG THE SOUTHEASTERLY BOUNDARY OF SAID PARCEL NORTH 54° 19' EAST 186.55 FEET, THENCE SOUTH 35° 41' EAST 50 FEET TO THE POINT OF BEGINNING.

EXHIBIT "C"

BOOK 1833 PAGE 55

(24)

46468

The will indicated is a
correct copy of the original
as it is in this office.

RECEIVED DEC 20 1965

GEO. H. GROSS
County Clerk and ex-officio Clerk of the
Superior Court of the State of California
County of Marin
10

FILED

DEC 20 1965

GEO. H. GROSS
COUNTY CLERK

BY CHAPMAN DEPUTY

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF MARIN

11 In the Matter of the Estate of)
12 FRED GENAZZI, also known as)
13 FRED J. GENAZZI and F. J.) NO. 15142
14 GENAZZI,)
15 Deceased.)

16 DECREE SETTLING SECOND AND FINAL ACCOUNT
17 AND REPORT OF EXECUTOR ALLOWING EXTRAORDINARY COMPENSATION
18 AND OF FINAL DISTRIBUTION

19 BANK OF AMERICA, NATIONAL TRUST AND SAVINGS ASSOCIATION,
20 a national banking association, as executor of the Last Will and
21 Testament of FRED GENAZZI, also known as FRED J. GENAZZI and F. J.
22 GENAZZI, deceased, and RODERICK P. MARTINELLI, ESQ., its attorney,
23 having filed herein a Second and Final Account and Report and
24 Petition for Settlement thereof, and Petition for Final Distribution,
25 and said petition coming on this day regularly for hearing, the
26 court finds:

27 1. That due and legal notice of the hearing of said
28 petition and of the settlement of the account has been regularly
29 given for the period and in the manner required by law.

30 2. That the Second and Final Account and Report of the
31 Executor is full, true and correct, and all the allegations of the
32 petition for its settlement are true.

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ATTORNEYS AT LAW
SUITE 200 ALBERT BUILDING
1810 S STREET
SAN RAFAEL, CALIFORNIA 94901
TELEPHONE 454-9800

1 That said account should be settled, allowed and approved
 2 as filed, and all of the acts and transactions of the executor
 3 relating to the matters set forth in it should be ratified, con-
 4 firmed and approved.

5 3. That Notice to Creditors has been published for the
 6 period and in the manner prescribed by law, within thirty (30)
 7 days after completion of publication of Notice to Creditors, there
 8 was filed with the clerk of this court an affidavit showing the
 9 due publication of such notice, in the manner and form required by
 10 law.

11 4. That more than six (6) months have elapsed since the
 12 first publication of Notice to Creditors, and the time for filing
 13 or presenting claims has expired; that all claims filed or pre-
 14 sented against the estate have been paid; that there are no re-
 15 jected or contested claims; the estate is now in a condition to be
 16 closed.

17 5. That all debts of the decedent and of the estate, and
 18 all expenses of administration thereof except closing expenses
 19 and extraordinary compensation to the executor and to its attorney,
 20 have been paid in full.

21 6. That a written report of the Inheritance Tax
 22 Appraiser appointed herein is on file, and an order fixing the
 23 inheritance tax due the State of California from this estate has
 24 been made by this court. That said tax, in the amount of
 25 \$31,865.20, has been paid in full as evidenced by the receipt of
 26 the County Treasurer of the County of Marin on file herein.

27 That all personal property taxes due and payable by this
 28 estate have been paid.

29 7. That a Federal Estate Tax Return has been filed for
 30 this estate, and the tax shown to be due, in the amount of
 31 \$128,184.64 has been paid. The return has been audited and the
 32 executor has been released from personal liability for federal

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BAGSHAW, MARTINELLI, WEISSICH & JORDAN
 ATTORNEYS AT LAW
 SUITE 200 ALBERT BUILDING
 SAN RAFAEL, CALIFORNIA 94901
 TELEPHONE 484-8800

1 estate tax. As disclosed by said account and petition on file
 2 herein, said Federal Estate tax should be pro-rated and apportioned
 3 as provided by law and the pro-rated amounts should be charged
 4 against the interest in this estate of the persons against whom
 5 the charge is made. The federal estate tax should be pro-rated
 6 and charged as follows:

7	To EVELYN GILARDI	\$48,797.53
8	To HAROLD GENAZZI	79,387.11

9 8. That all California income taxes and federal income
 10 taxes due and payable by the estate have been paid.

11 9. That the estimated expenses of closing the estate are
 12 \$100.00, and the executor should be authorized to withhold such
 13 sum from distributions.

14 10. That the payment of the sum of \$9,465.51 by the
 15 executor to itself, as payment in full of its statutory commissions
 16 for its ordinary services rendered in the administration of this
 17 estate, and the payment of the sum of \$9,465.51 to RODERICK P.
 18 MARTINELLI, ESQ. of BAGSHAW, MARTINELLI, WEISSICH & JORDAN, as
 19 payment in full of their statutory fee for their ordinary services
 20 rendered in the administration of this estate should be approved.

21 11. That the executor and its attorney have performed
 22 extraordinary services in the administration of the estate, all as
 23 described in said final account and petition, and the executor should
 24 be authorized to pay to itself for its extraordinary services the
 25 sum of \$550.00 and to pay to RODERICK P. MARTINELLI, ESQ. of
 26 BAGSHAW, MARTINELLI, WEISSICH & JORDAN, its attorneys, the sum of
 27 \$360.00 for such extraordinary services.

28 12. That distribution should be ordered as hereinafter
 29 specified.

30 NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED
 31 AS FOLLOWS:

32 (a) That the Second and Final Account, Report and
 Petition of the executor is settled, allowed and approved as filed.

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ATTORNEYS AT LAW
SUITE 200 ALBERT BUILDING
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SAN RAFAEL, CALIFORNIA 94901
TELEPHONE 480-8800

1 (b) That all the acts and transactions of the
2 executor relating to the matters set forth in said account, petition
3 and report are ratified, confirmed and approved.

4 (c) That Notice to Creditors has been given in the
5 manner and for the time required by law and that all claims filed
6 or presented against the estate have been allowed by the executor,
7 and approved by this court and paid.

8 (d) That the California Inheritance Taxes due and
9 payable by the estate have been paid, and that all personal property
10 taxes due and payable by this estate have been paid.

11 (e) That the Federal Estate Tax in the amount of
12 \$128,184.64 has been paid by the executor, and is pro-rated and
13 apportioned as disclosed on Exhibit "A" hereunto attached and by
14 this reference incorporated herein, said exhibit being entitled
15 "Schedule of Distribution".

16 (f) That the executor is authorized to deduct
17 from the distributive shares of the person hereinafter named the
18 sum set opposite his or her respective name, for inheritance taxes
19 payable by the executor, in behalf of said persons, in the same
20 manner and in the proportions disclosed on said Exhibit "A" here-
21 unto attached.

22 (g) That in accordance with the provisions of the
23 Last Will and Testament of the decedent, the following described
24 property on hand for distribution is distributed in the following
25 manner:

26 (1) To EVELYN GILARDI, daughter of the
27 decedent, cash in the sum of \$23,275.74, together with
28 one-half of common stocks on hand, together with furni-
29 ture and furnishings in the residence at Point Reyes,
30 California, all as disclosed on Exhibit "A" hereunto
31 attached.

32 (2) To HAROLD GENAZZI, son of the decedent,

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 ATTORNEYS AT LAW
 SUITE 202 ALBERT BUILDING
 1010 S STREET
 SAN RAFAEL, CALIFORNIA 94901
 TELEPHONE 458-9800

1 one-half of common stocks on hand, less a cash
 2 deficiency of \$15,753.18, all as disclosed on Exhibit
 3 "A" hereunto attached.

4 (3) To HAROLD GENAZZI, son of the decedent,
 5 the remaining interest of the decedent and/or of the
 6 estate in the real property more particularly described
 7 on Exhibit "A", attached to and incorporated in that
 8 certain Decree Settling First Annual Account and Report
 9 and Ordering Preliminary Distribution, entered herein on
 10 July 6, 1964, and recorded on July 6, 1964, under
 11 Recorder's Serial No. 27372, in Book 1833 at page 47,
 12 Official Records of Marin County, California.

13 (4) To EVELYN GILARDI, daughter of the
 14 decedent, the remaining interest of the decedent and/or
 15 of the estate in the real property more particularly
 16 described on Exhibit "B" and Exhibit "C", attached to
 17 and incorporated in that certain Decree Settling First
 18 Annual Account and Report and Ordering Preliminary
 19 Distribution, entered herein on July 6, 1964, and
 20 recorded on July 6, 1964, under Recorder's Serial No.
 21 27372, in Book 1833 at page 47, Official Records of
 22 Marin County, California, subject, however, to the life
 23 estate in SILVIO CODONI distributed pursuant to said
 24 Preliminary Distribution Decree.

25 (h) That any other property of the estate not now
 26 known or discovered, which may belong to the estate, or in which
 27 the decedent or the estate may have or hereafter acquire any
 28 interest, is hereby distributed as follows: One-half thereof to
 29 HAROLD GENAZZI, and one-half thereof to EVELYN GILARDI.

30 DONE IN OPEN COURT this 20th day of December, 1965.

31
 32 SAMUEL W. GARDNER
 JUDGE OF THE SUPERIOR COURT

ESTATE OF FRED GHAZZI
SCHEDULE OF DISTRIBUTION

Cash on hand		\$ 1,492.56	
Savings account on hand		7,030.00	
		<u>\$ 8,522.56</u>	
Less: Reserve for closing costs and fees			(1,000.00)
Net residue cash available for distribution			<u>\$ 7,522.56*</u>
Add back expense items allocable to individual beneficiaries:			
Federal Estate Tax		\$128,184.64	
Net California Inheritance Tax		\$ 30,615.20	
		<u>\$166,322.40</u>	
Less: Income items allocable to individual beneficiaries			(1,691.00)
Gross residue cash available for distribution			<u>\$164,631.40</u>

TO: Evelyn Gilardi

1/2 of gross residue cash		\$ 82,315.70	
Plus: Net rental income		252.02	
		<u>\$ 82,567.72</u>	
Less: Pro-rata share FET	\$ 48,797.53		
Pro-rata share GIT	10,344.45		
Adjustment re: Furniture & Furnishings	<u>150.00</u>	(59,291.98)	\$ 23,275.74

One-half of common stocks on hand
 Furniture & Furnishings in residence at Point Reyes, California

TO: Harold Gazzari

1/2 of gross residue cash		\$ 82,315.70	
Plus: Net rental income		1,438.98	
Adjustment re: Furniture & Furnishings		150.00	
		<u>\$ 83,904.68</u>	
Less: Pro-rata share FET	\$ 79,387.11		
Pro-rata share GIT	<u>20,270.75</u>	(\$ 99,657.86)	(\$ 15,753.18)

One-half of common stocks on hand

\$7,522.56*

RECORDED AT REQUEST OF

RAGSWAN MARTINELLI WEISSICH & JORDEN

AT 13 MIN. PAST 11 A.M.

DEC 20 1965

Official Records of Marin County, Calif.

N. J. Giacomini

REC'D *L. D.* RECORDER *DJ*

46468

BOOK 2009 PAGE 502

EXHIBIT "A"

BOOK 2009 PAGE 507

25

OFFICIAL RECORDS COUNTY OF MARIN

12025
When recorded mail to:
BRUCE DANIELS
P.O. BOX 807
PT. REYES STATION

12025
BOOK 2292 PAGE 250

RECORDED AT REQUEST OF
MARIN TITLE GUARANTY CO.
AT 30 MAR. PAST
APR 29 1969
Official Records of Marin County, Calif.
N. J. Giacomini
FEE \$ 2.00 RECORDED

SPACE ABOVE THIS LINE FOR RECORDER'S USE

119-240-14 and 119-235-08
54-002 & 009
GRANT DEED
Application No. 89037 RLT
HAROLD F. GENAZZI
the first part, hereby
Grants to
BRUCE DANIELS and CATHERINE DANIELS, his wife,
as Community Property, the second parties
all that real property situated in the County
of Marin, State of California, and bounded and described as follows:
BEGINNING at a point of intersection of the center line of the Arroyo San Geronimo or Paper Mill Creek with the Easterly line of State Highway No. 1 (formerly County Road from Point Reyes to Olema) thence along the Easterly line of said State Highway No. 1, North 01° 26' East 355 feet and North 28° 28' East 62 feet more or less, to the most Westerly corner of the Parcel of land described in the Deed executed by Harold F. Genazzi to McPhail's, a corporation, recorded June 16, 1961 in Book 1470 of Official Records, at page 610, Marin County Records, thence along the Southwesterly line of said parcel, South 61° 32' East 200.00 feet to the most Southerly corner thereof, thence leaving said corner South 01° 26' West 310 feet, more or less to a point in the center line of said Arroyo San Geronimo or Paper Mill Creek, thence Westerly along said center line 180 feet, more or less, to the point of beginning.

DOCUMENTARY TRANSFER TAX \$ 8.25
SIGNED: PARTY OR AGENT
FIRM NAME
Transfer Tax Paid
N. J. GIACOMINI
Marin County Recorder

WITNESS My hand this 23 day of April 1969
Harold F. Genazzi
Harold F. Genazzi
May Genazzi
(wife's signature)

State of California }
County of Marin } ss
On this 23 day of April 1969
before me, the undersigned, Notary Public in and for said County, personally appeared Harold F. Genazzi
4 COPY GENAZZI
known to me to be the person(s) whose name(s) appears subscribed to the within instrument, and acknowledged that they executed the same.
WITNESS my hand and official seal
ROBERT H. VERA, Notary Public Marin County
My Commission Expires April 28, 1969
Notary Public in and for said County & State

Type or Print Name of Notary
MAIL TAX STATEMENTS TO:
NAME ADDRESS CITY

26

OFFICIAL RECORDS COUNTY OF MARIN

15501

15501

WHEN RECORDED,
PLEASE MAIL THIS INSTRUMENT TO

BAGSHAW, MARTINELLI
CORRIGAN & JORDAN
329 ALBERT BLDG. - 1010 B ST.
SAN RAFAEL, CALIF. 94901

Order No. _____
Escrow No. _____
Loan No. _____

RECORDED AT REQUEST OF

BAGSHAW, MARTINELLI, CORRIGAN & JORDAN

AT 45 MIN. PAST 2 P.M.

JUN 25 1970

Official Records of Santa Clara County, Calif.

N. J. Giacomini

REC 1 200 RECORDS

BOOK 2382 PAGE 506

119-236-04 (portion)

SPACE ABOVE THIS LINE FOR RECORDER'S USE
NO TAX DUE

PLACE INTERNAL REVENUE STAMPS IN THIS SPACE

Roderick P. Martinelli
Roderick P. Martinelli
Attorney

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, HAROLD F. GENAZZI and EVELYN GILARDI, as married persons dealing with their separate property do hereby

GRANT to HAROLD WEISS and MARY WEISS, his wife,

the real property in the County of Marin State of California, described as:

BEGINNING at the most Southeasterly corner of the property conveyed by Fred Genazzi, et ux, to Harold Weiss, et ux, by Deed recorded December 10, 1952 in Book 779 of Official Records, at page 323, Marin County Records, running thence from said point of beginning and along the Easterly line thereof North 21° 31' 40" East 75 feet, thence leaving said line and running South 62° 51' 50" East 20 feet, thence South 21° 31' 40" West 70 feet more or less to a point distant South 85° 29' East 20 feet from the point of beginning, running thence North 85° 29' West 20 feet to the point of beginning.

Dated: June 23, 1970

STATE OF CALIFORNIA
COUNTY OF Marin

Harold F. Genazzi
HAROLD F. GENAZZI

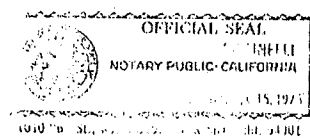
On June 23, 1970

Evelyn Gilardi
EVELYN GILARDI

before me, the undersigned, a Notary Public in and for said State, personally appeared HAROLD F. GENAZZI and EVELYN GILARDI

known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.
Signature: *Roderick P. Martinelli*
RODERICK P. MARTINELLI
Name (Typed or Printed)



MAIL TAX STATEMENTS TO: Harold Weiss
P. O. Box 316, Pt. Reyes Station, California 94956
Address Zip Code

BOOK 2382 PAGE 506

27

OFFICIAL RECORDS COUNTY OF MARIN

RECORDED AT THE REQUEST OF:

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BAGSHAW, MARTINELLI
CORRIGAN & JORDAN
629 ALBERT BLDG. - 1010 E ST.
SAN RAFAEL, CALIF. 94901

RECORDED AT REQUEST OF

~~RODERICK B. MARTINELLI, CORRIGAN & JORDAN~~
AT ~~45 MAR. PAST 37A~~

JUN 25 1970

Official Records of Marin County, Calif.

N. J. Biscimini

BOOK 2382 PAGE 504

FILE # *280* RECORDS

119-236-05 (portion)

NO TAX DUE

D E E D

Roderick B. Martinelli
Roderick B. Martinelli, Attorney

HAROLD WEISS and MARY WEISS, his wife, hereby grant unto
HAROLD F. GENAZZI and EVELYN GILARDI, his sister, that certain real
property situate in the County of Marin, State of California, and
bounded and described as follows, to wit:

Beginning at a point on the Easterly line of First Street,
also known as County Road at the Northwesterly corner of
the land described in the deed from Fred Genazzi to Harold
and Mary Weiss and recorded on Dec. 10, 1952 in Book 779
of Official Records at Page 323, Marin County Records.
Running thence N 21° 10' E along the Easterly line of
First Street 20.0 ft. Thence leaving said Easterly line
S 62° 51' 50" E 100 ft. and S 21° 31' 40" W 20.0 ft. to
the Northeast corner of said parcel. Thence N 62° 51'
50" W 100.0 ft. to the point of beginning.

The effect of this Deed and conveyance is to cancel and rescind
that certain Deed dated April 11, 1961, from FRED GENAZZI to HAROLD
and MARY WEISS, which Deed was recorded on April 18, 1961, under
Serial No. 10928 in Book 1453 at Page 495, Official Records of
Marin County, California, which Deed contained an erroneous legal
description (i.e. the above legal description); and this Deed is
executed and delivered in consideration of the execution and delivery
to the undersigned grantors of a Deed by the grantees herein, as the
heirs at law and devisees of FRED GENAZZI, deceased, conveying unto
the grantors herein, an alternate parcel of real property, the des-
cription of which was the intended description that should have been
included in the 1961 Deed above described. The net effect of the
recording of this Deed and the above mentioned Deed from the
grantees herein to the grantors herein shall be and constitute a
reformation of the 1961 Deed from FRED GENAZZI above described.

IN WITNESS WHEREOF the above named grantors have executed this
Deed this 4th day of June, 1970.

Harold Weiss
HAROLD WEISS

Mary Weiss
MARY WEISS

Mail Tax Statements to:
Harold Genazzi
P. O. Box 132
Pt. Reyes Station, California 94956

BOOK 2382 PAGE 504

OFFICIAL RECORDS COUNTY OF MARIN

STATE OF CALIFORNIA
County of Marin ss.
On this 4th day of JUNE in the year one thousand nine hundred and seventy

before me, _____

a Notary Public in and for the _____ County of _____

Marin, State of California, residing therein,

duly commissioned and sworn, personally appeared _____

HAROLD WEISS and MARY WEISS

known to me to be the person, B... whose name B... subscribed to the within instru-

ment, and acknowledged to me that... V. be... 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.

Josephine A. Reilly

Notary Public in and for the _____ County of MARIN, State of California.

My Commission Expires 3/13/72



(Acknowledgment-General)
ATTORNEYS PRINTING SUPPLY FORM NO. 6

BOOK 2382 PAGE 505

28

OFFICIAL RECORDS COUNTY OF MARIN

15501

15501

WHEN RECORDED,
PLEASE MARK THIS INSTRUMENT TO

BAGSHAW, MARTINELLI
CORRIGAN & JORDAN
329 ALBERT BLDG. - 1010 B ST.
SAN RAFAEL, CALIF. 94901

RECORDED AT REQUEST OF

EDDIAN, MARTINELLI, CORRIGAN & JORDAN

AT 40 MIN. PAST 2 P.M.

JUN 25 1970

Official Records of Marin County, Calif.

N. J. Accorini

BOOK 2382 PAGE 506

Order No. _____

Escrow No. _____

Loan No. _____

119-236-04 (portion)

SPACE ABOVE THIS LINE FOR RECORDER'S USE
NO TAX DUE

PLACE INTERNAL REVENUE STAMPS IN THIS SPACE

Roderick P. Martinelli
Roderick P. Martinelli
Attorney

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, HAROLD F. GENAZZI and EVELYN GILARDI, as married persons dealing with their separate property do hereby

GRANT to HAROLD WEISS and MARY WEISS, his wife,

the real property in the County of Marin State of California, described as:

BEGINNING at the most Southeasterly corner of the property conveyed by Fred Genazzi, et ux, to Harold Weiss, et ux, by Deed recorded December 10, 1952 in Book 779 of Official Records, at page 323, Marin County Records, running thence from said point of beginning and along the Easterly line thereof North 21° 31' 40" East 75 feet, thence leaving said line and running South 62° 51' 50" East 20 feet, thence South 21° 31' 40" West 70 feet more or less to a point distant South 85° 29' East 20 feet from the point of beginning, running thence North 85° 29' West 20 feet to the point of beginning.

Dated: June 23, 1970

STATE OF CALIFORNIA
COUNTY OF MARIN

Harold F. Genazzi
HAROLD F. GENAZZI

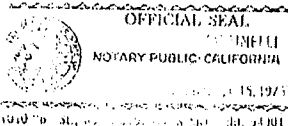
On: June 23rd, 1970

Evelyn Gilardi
EVELYN GILARDI

before me, the undersigned, a Notary Public in and for said State, personally appeared HAROLD F. GENAZZI and EVELYN GILARDI

known to me to be the person wh whose name is subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.
Signature: *Roderick P. Martinelli*
RODERICK P. MARTINELLI
Name (Typed or Printed)



(This area for official notarial seal)

MAIL TAX STATEMENTS TO: Harold Weiss
P. O. Box 316, Pt. Reyes Station, California 94956
Address Zip Code

FORM 1002

BOOK 2382 PAGE 506

29

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RECORDED AT REQUEST OF

BOOK 2736 PAGE 14

U.S. Atty
AT 17 MIN. PAST 11 A M.

OCT 23 1973

Official Records of Marin County, Calif.

ORIGINAL FILED

N. J. Diacomini
FEE \$ 12.00 RECORDER

OCT 12 1973

CLERK U.S. DIST. COURT
SAN FRANCISCO

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JAMES L. BROWNING, JR.
United States Attorney
FRANCIS B. BOONE
Assistant United States Attorney
16th Floor, Federal Building, Box 36055
450 Golden Gate Avenue
San Francisco, California 94102
Telephone: (415) 556-3215

Attorneys for Plaintiff

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

vs.

CIVIL NO. C-71-1245 SC

32.52 Acres of Land, more or less,
in the County of Marin, State of
California; HAROLD P. GENAZZI,
et al.; and UNKNOWN OWNERS,

Defendants.

FINAL JUDGMENT

Pursuant to stipulations heretofore entered into between the United States of America, plaintiff, and defendants, Harold F. Genazzi; Evelyn Gilardi; Mary F. Weiss, also known as Mary Weiss, individually and as surviving joint tenant (surviving spouse of Harold E. Weiss, also known as Harold Weiss); George T. Dettner; Sally C. Dettner; Heirs of Galen Burdell, Deceased, their successors in interest, Charmaine Burdell Veronda, Hanna Boys Center, Convent of the Good Shepherd of San Francisco, William L. Porter, and Jess Porter Cooley; Northwestern Pacific Railroad Company, a corporation, formerly known as North Pacific Coast Railroad Extension Company, a corporation; and the State of California, the Court now finds:

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I

That the Complaint in the above entitled action was filed on June 28, 1971, and on said date a Declaration of Taking was filed and the sum of SEVENTY-TWO THOUSAND SIX HUNDRED FIFTY AND NO/100 DOLLARS (\$72,650.00) was deposited in the Registry of the Court as estimated just compensation for the taking of an estate and interest in and to the land subject of the above entitled action, as more particularly set forth in said Complaint and Declaration of Taking; that an Amendment to said Complaint was filed herein on June 6, 1973, for the purpose of amending the description of Parcel A in this action.

II

That the use for which the property subject of this Final Judgment is taken and condemned by the plaintiff is one authorized by law, and the said land and the taking thereof are necessary and suited to said use.

III

That all parties interested directly or indirectly in the property herein concerned have been served with process, either personally or by publication, or have otherwise appeared in this action; that the property subject of this action, together with all claimants and parties interested therein, is within the jurisdiction of this Court, which has power and authority to enter this Final Judgment.

IV

That the following named defendants have filed disclaimers in the proceeding, whom the Court finds have no interest in the estate and interest condemned or in the compensation to be awarded for the taking thereof:

STATE OF CALIFORNIA
NORTH MARIN COUNTY WATER DISTRICT
WESTERN TITLE GUARANTY COMPANY,
MARIN COUNTY DIVISION, formerly
Marin County Abstract and Title
Company, a corporation, Trustee

RECORDED
INDEXED
JUN 12 1973

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V

That at the time of and immediately preceding the filing of the Complaint in this action, defendants, Harold F. Genazzi and Evelyn Gilardi were the owners in fee simple of Parcel A, Tracts 1 and 2, and the only persons, firms or corporations entitled to the compensation for the taking thereof.

VI

That plaintiff and defendants, Harold F. Genazzi and Evelyn Gilardi have entered into a written stipulation, filed herein on July 2, 1973, wherein said defendants have agreed to accept the sum of NINETY-FIVE THOUSAND AND NO/100 DOLLARS (\$95,000.00), inclusive of interest, as, and the Court finds said sum to be, full, adequate and just compensation for the taking of the estate and interest condemned in and to Parcel A, Tracts 1 and 2, including any and all improvements, and any damages resulting therefrom.

VII

That at the time of and immediately preceding the commencement of this action, title to that portion of Parcel A, situate in the County of Marin, State of California, described as follows, was vested of record in defendants, Harold E. Weiss, also known as Harold Weiss, and Mary F. Weiss, also known as Mary Weiss, his wife:

Beginning at the most Southeasterly corner of the property conveyed by Fred Genazzi, et ux. to Harold Weiss, et ux. by Deed recorded December 10, 1952 in Book 779 of Official Records, at page 323, Marin County Records, running thence from said point of beginning and along the Easterly line thereof North 21° 31' 40" East 75 feet, thence leaving said line and running South 62° 51' 50" East 20 feet, thence South 21° 31' 40" West 70 Feet more or less to a point distant South 85° 29' East 20 feet from the point of beginning, running thence North 85° 29' West 20 feet to the point of beginning.

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That said Harold E. Weiss, also known as Harold Weiss, died on

1 the 31st day of March 1972 in the City of Kentfield, County of
2 Marin, State of California, and that a Decree Establishing Fact of
3 Death was filed in the Superior Court of the State of California
4 for the County of Marin, Action No. 20903, on August 9, 1972; that
5 by termination of the joint tenancy and by right of heirship and
6 survivorship, the interests of Harold E. Weiss, also known as
7 Harold Weiss, passed to the surviving joint tenant, Mary F. Weiss,
8 also known as Mary Weiss, and said Mary F. Weiss, also known as
9 Mary Weiss, is the only person, firm or corporation entitled to
10 the compensation to be awarded for the taking of the estate and
11 interest in that portion of Parcel A, described hereinabove.

12 VIII

13 That plaintiff and defendant, Mary F. Weiss, also known
14 as Mary Weiss, have entered into a written stipulation, filed
15 herein on July 2, 1973, wherein said defendant has agreed to
16 accept the sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00), in-
17 clusive of interest, as, and the Court finds said sum to be, full,
18 adequate and just compensation for the taking of the estate and
19 interest in and to that portion of Parcel A, as hereinabove set
20 forth in paragraph VII, and any damages resulting therefrom.

21 IX

22 That at the time of and immediately prior to the com-
23 mencement of this action, George T. Dettner and Sally C. Dettner
24 were the owners of record of Parcel C, and the only persons, firms
25 or corporations entitled to the compensation to be awarded for the
26 taking thereof.

27 X

28 That plaintiff and defendants, George T. Dettner and
29 Sally C. Dettner, have entered into a written stipulation, filed
30 herein on August 3, 1973, wherein said defendants have agreed to
31 accept the sum of TWENTY-ONE THOUSAND AND NO/100 DOLLARS
32 (\$21,000.00), inclusive of interest, as, and the Court finds said

1 sum to be, full, adequate and just compensation for the taking of
2 Parcel C, and any damages resulting therefrom.

3 XI

4 That at the time of and immediately prior to the com-
5 mencement of this action, title to Parcel D was vested of record
6 in the Heirs or devisees of Galen Burdell, Deceased, and the
7 following named defendants as the successors in interest of the
8 residuary devisees in the Estate of Galen Burdell, Deceased, are
9 entitled to compensation to be awarded for Parcel D as to the
10 percentage interest set opposite their names:

11	CHARMAINE BURDELL VERONDA as to a	
12	.42577 interest	\$532.21
13	HANNA BOYS CENTER, formerly known as	
14	Archibishop Hanna Center for Boys,	
15	of Boyes Springs, California, as to	
16	a .20131 interest	251.64
17	CONVENT OF THE GOOD SHEPHERD OF	
18	SAN FRANCISCO, formerly known as	
19	The Good Shepherd Home for Girls,	
20	of San Francisco, California, as to a	
21	.20131 interest	251.64
22	WILLIAM L. PORTER and JESS PORTER COOLEY	
23	as to a .17161 interest	214.51

24 XII

25 That plaintiff and defendants, above named, have entered
26 into a written stipulation, filed herein on October 2, 1973,
27 wherein said defendants have agreed to accept the sum of ONE
28 THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$1,250.00), inclu-
29 sive of interest, as, and the Court finds said sum to be, full,
30 adequate and just compensation for the taking of the estate and
31 interest condemned in and to Parcel D, and any damages resulting
32 therefrom.

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XIII

That at the time of and immediately preceding the commencement of this action, Northwestern Pacific Railroad Company, a corporation, formerly known as North Pacific Coast Railroad Extension Company, a corporation, was the owner of a certain right by virtue of a Deed granting right of way for railroad purposes executed by Galen Burdell to the North Pacific Coast Railroad Extension Company, a corporation, now known as Northwestern Pacific Railroad Company, a corporation, which Deed was recorded January 4, 1889 in Book 9 of Deeds at page 219, Official Records, County of Marin, State of California, and the only person, firm or corporation entitled to the compensation to be awarded for the taking of said right.

XIV

That plaintiff and defendant, Northwestern Pacific Railroad Company, a corporation, formerly known as North Pacific Coast Extension Company, a corporation, have entered into a written stipulation, filed herein on October 1, 1973, wherein said defendant has agreed to accept the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00), inclusive of interest, as, and the Court finds said sum to be, full, adequate and just compensation for the taking of a certain right in the land subject of the above entitled action, and any damages resulting therefrom.

XV

That by the terms of a written stipulation entered into by and between plaintiff, United States of America, and defendants, State of California, Harold F. Genazzi, Evelyn Gilardi, Mary P. Weiss, George T. Dettner, Sally C. Dettner, Charmaine Burdell Veronda, and Northwestern Pacific Railroad Company, filed herein on June 6, 1973, it was agreed that for the purposes of the United States it is not necessary to include within the lands taken pursuant to the above entitled action a portion of Parcel A,

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1 Tract 1; that said portion of Parcel A, Tract 1, herein revested
2 in the State of California, is situate in the County of Marin,
3 State of California, and is more particularly described in said
4 stipulation on file herein, as follows:

5 1. A portion of Parcel A, Tract 1, as said Tract 1 is
6 described in Schedule "A" to the Complaint in Condemnation and
7 Declaration of Taking on file in this action, lies between the
8 ordinary high water mark and the centerline of the Arroyo San
9 Geronimo, also known as Paper Mill Creek (said portion of Parcel A,
10 Tract 1 being hereinafter referred to as the "bed of the Creek").

11 2. The State of California claims (a) that a portion
12 of the bed of the Creek lies below that certain point denominated
13 the "head of navigation" at the end of survey course number 24,
14 as said point and survey course are described in the patent to
15 James Black from the United States government for a portion of
16 the Rancho Nicasio, said patent being recorded in Book A of Patents
17 at page 89 in the office of the County Recorder of Marin County,
18 California; and (b) that the bed of the creek below said point
19 denominated "head of navigation" is a navigable and tidal stream
20 owned by the State of California by virtue of its sovereignty,
21 in fee simple, subject to the public trust and easement for
22 commerce, navigation, and fishery.

23 That it was further agreed by the parties thereto in said
24 stipulation that pursuant to the provisions of Title 40, U.S.C.,
25 Section 258(f), and under the authority of the Attorney General
26 of the United States, all right, title and interest in and to the
27 above described portion of Parcel A, Tract 1, be excluded from
28 this action and revested in defendant State of California, in the
29 same manner and to the same extent as if the Complaint had never
30 been filed;

31 That an Amendment to Complaint as to Parcel A, with Order
32 thereon, was filed herein on June 6, 1973, and recorded on July 18,

1 1973 in Book 2706, Official Records, Marin County, California,
2 at page 611;

3 That the portion of Parcel A, Tract 1, revested in the
4 State of California, is described in the aforesaid Stipulation
5 for Amendment and Revestment.

6 XVI

7 That the estate and interest herein taken and condemned
8 in the land subject of the above entitled action is more particu-
9 larly set forth in the Complaint and Declaration of Taking filed
10 herein on June 28, 1971, as aforesaid; that thereafter, on July 1,
11 1971, the Declaration of Taking was recorded in Book 2478, Official
12 Records of Marin County, California, at page 58, which said estate
13 and interest is hereby incorporated herein and by reference made
14 a part hereof.

15 XVII

16 That the property subject of this Final Judgment is
17 situate in the County of Marin, State of California, and is more
18 particularly described in said Declaration of Taking, recorded as
19 aforesaid, which description is hereby incorporated herein and by
20 reference made a part hereof, excepting the land revested in the
21 State of California, as aforesaid.

22 NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED
23 that title to the estate and interest hereinabove referred to in
24 paragraph XVI vested in the United States of America on June 28,
25 1971 upon the filing of the Declaration of Taking and the depositing
26 of the sum aforesaid in the Registry of the Court; and said estate
27 and interest is taken and condemned for the public use of the
28 United States of America, as authorized by law, and title to said
29 estate and interest is vested in the United States of America free
30 and clear of all liens and claims of any kind whatsoever.

31 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all
32 right, title and interest of the State of California in and to

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1 the property more particularly described in paragraph XV herein-
2 above be and the same is hereby revested in defendant, State of
3 California, in the same manner and to the same extent as though
4 this proceeding had not been filed.

5 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the
6 sums set forth in paragraphs VI, VIII and X, inclusive of
7 interest, are hereby awarded to the respective defendants named
8 in said paragraphs VI, VIII and X, as full, adequate and just
9 compensation for the taking of the estate and interest condemned
10 in and to Parcels A and C in this action, including all improve-
11 ments located on the former Genazzi property, and any damages
12 resulting therefrom; said sums have heretofore by Orders of this
13 Court been paid to the Marin Title Guaranty Company, as agent
14 for said defendants.

15 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the
16 sum of ONE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS
17 (\$1,250.00), inclusive of interest, is hereby awarded to the
18 defendants named in paragraph XI in the proportions set forth
19 therein, as full, adequate and just compensation for the taking
20 of the estate and interest condemned in and to Parcel D in this
21 action, and any damages resulting therefrom; and the Clerk of
22 the Court is hereby directed to pay to Marin Title Guaranty
23 Company, as agent for said defendants, Heirs of Galen Burdell,
24 Deceased, their successors in interest, Charmaine Burdell
25 Veronda, Hanna Boys Center, Convent of the Good Shepherd of San
26 Francisco, William L. Porter, and Jess Porter Cooley, forthwith
27 the sum of ONE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS
28 (\$1,250.00) upon the deposit of the deficiency in the sum of
29 FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) in the Registry of the
30 Court by plaintiff.

31 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the
32 sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00), inclusive

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of interest, is hereby awarded to defendant, Northwestern Pacific Railroad Company, a corporation, formerly known as North Pacific Coast Railroad Extension Company, a corporation, as full, adequate and just compensation for the taking of a certain right in the land subject of the above entitled action, and any damages resulting therefrom; and the Clerk of the Court is hereby directed to pay to Marin Title Guaranty Company, as agent for defendant, Northwestern Pacific Railroad Company, a corporation, formerly known as North Pacific Coast Railroad Extension Company, a corporation, forthwith the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) upon the deposit of said sum in the Registry of the Court by plaintiff.

The Clerk of the Court is further directed to enter satisfaction of this judgment upon payment of all the above mentioned sums.

Dated: OCT 12 1973

SAMUEL CONTI
Judge, United States District Court,
Northern District of California

... certify that the annexed instrument is a true and correct copy of the original on file in my office.
TEST:
Clerk, U. S. District Court
Northern District of California
[Signature]
Deputy Clerk
OCT 15 1973
ROBERT MONNETT

0012370
0012370

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CLIC#175699-JC

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After Recording Return to:

AREA: Golden Gate National
Recreation Area

National Park Service, Western Region
Division of Land Resources
450 Golden Gate Avenue, Box 36063
San Francisco, California 94102

TRACT NO.: 05-158

GRANT DEED

HAROLD F. GENAZZI, also known as HAROLD GENAZZI, a married man as his sole and separate property*****; and EVELYN F. GILARDI, also known as EVELYN GILARDI, a married woman as her sole and separate property*****

GRANTORS, In Consideration of Eight Hundred Fifty-seven Thousand Eight Hundred Fifty Dollars and no/100, (\$857,850.00), receipt of which is hereby acknowledged, do(es) hereby grant to the UNITED STATES OF AMERICA and its assigns, the following described property located in the County of Marin, State of California, containing 435.62 acres, more or less; to wit.

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF

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 grantor conveys the fee simple title to the above-described land subject to existing easements for public roads and highways, public utilities, railroads, and pipelines; and subject to the following outstanding rights in third parties:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

RESERVING, HOWEVER, unto Grantor(s), their Heirs, Administrators, Successors or Assigns, the right of use and occupancy for the purpose of pasturing beef and dairy cattle and horses only, for a term of 25 years only, from the date of conveyance of said property to the United States subject to the conditions and restrictions in Exhibit "C" attached hereto and made a part hereof.

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

The Grantor(s) further remise(s), release(s), and forever quitclaim(s) 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 or any appropriative water rights appurtenant to the said lands hereby conveyed and also all interest in any alleys, roads, streets,

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ways, strips, gores, or railroad rights-of-way abutting, adjoining, or appurtenant to said land and in any means of ingress or egress appurtenant thereto.

EXECUTED this 28th day of July, 1988,

Harold F. Genazzi
Harold F. Genazzi

Evelyn F. Gilardi
Evelyn F. Gilardi

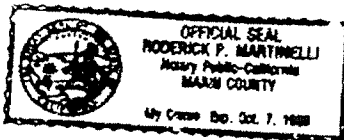
County of MARIN)
State of CALIFORNIA) ss.

On this 28th day of July, 1988,

before me _____, A Notary Public in and for said County and State, residing therein, duly commissioned and sworn, HAROLD F. GENAZZI and personally appeared EVELYN F. GILARDI known to

me (or proved to me on the basis of satisfactory evidence) to be the persons whose names subscribed to the within instrument, and acknowledged to me that the y executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day a year in this certificate first above written.



Frederick P. Martinelli

Notary Public in and for said

County of Marin

State of California

My Commission Expires: October 7, 1989

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EXHIBIT A

DESCRIPTION

56394

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

PARCEL ONE:

Beginning at the Northwest corner of the portion of the Rancho Baulinas & Tomales which was conveyed to Edward Gallagher by Felipe Garcia and wife by Deed dated November 12, 1875 in Book P of Deeds at Page 66, Marin County Records; running thence from said place of beginning, North 9° West 20 chains 40 links to a stake on the Southerly boundary of the creek known as the Arroyo San Geronimo or Paper Mill Creek, which stake marked "S X E" is North 61° 31' East distant 53 feet from a Laurel Tree 18 inches in diameter marked "B T S X E"; thence from said stake continuing said course North 9° West 20 links to the center of said creek; thence descending along the center of said creek 25 chains 40 links to a point at which is set a stake marked "S X E" from which South 76° 30' West distant 81 feet is a Laurel Tree 14 inches in diameter marked B T S X E; running thence from said stake South 36° 15' West 42 chains 10 links to a stake marked "A" from which a live oak trees on the East bank of said creek glazed and marked 37 is South 72° 30' West distant 1 chain and 16 links; thence from said stake "A" South 3° 30' East 12 chains 65 links to a stake; thence South 48° 45' East 2 chains to a stake marked "B"; thence South 44° 30' West 36 chains 16 links to a stake marked "S x E" in the North line of the road running from the Village of Olema Westerly to the Olema Station of the North Pacific Coast Railroad; thence Southeasterly along said North line of said road 44 chains 70 links to the Southwest corner of the tract of land conveyed to Gallagher as aforesaid; thence North 33° 30' East 97 chains to the place of beginning.

Being the same land which was conveyed by Emma L. Howard to William Evans by Deed dated July 28, 1877 and recorded in Book "P" of Deeds at Page 578, Marin County Records.

PARCEL TWO:

Beginning at a point in the center of the Arroyo San Geronimo (Paper Mill Creek so-called), about one half mile above the lowest railroad bridge across said creek from which point a Laurel Tree 14 inches in diameter, marked "B T S & E" bears South 76° West 81 feet distant; descending thence from said point of beginning along the center of said creek 69.10/100 chains to a point bearing South 78° 30' West 81 feet distant 50 links from a live oak tree on the bank of the creek, said oak being blazed and marked "37"; thence North 78° 30' East 50 links to said oak; thence descending along the Easterly and Southerly bank of said creek 47.6/100 chains to the Northeastly line of the road leading Westerly from the Village of Olema to what was the Olema Station, now Point Reyes Station of the North Pacific Coast Railroad Company; thence Southeasterly along said line of said road 23.50/100 chains to a stake marked S x E said stake bearing North 17° 15' East distant 90 links from the Northeast corner of Tide Land Survey No. 169, and being the Southwesterly corner of

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(continued)

the A. Righetti Ranch; thence along the Western Line of the ... Righetti Ranch, North 44° 30' East 36.16/100 chains, North 48° 45' West 2 chains North 3° 30' West 12.65/100 chains, North 36° 15' East 48.10/100 chains to the place of beginning. Courses true meridian, magnetic variation 16° 30' East. Being the land conveyed to James McM. Shafter by Emma L. Howard by Deed recorded in Book P of Deeds at Page 557, Marin County Records. Being also known as the "Riverside Farm".

Excepting therefrom that portion described as follows:

Beginning at the Northeasterly corner of the parcel of land described in the Deed from Frederick Genazzi, et ux to A.H. Ewing dated July 2, 1930 and recorded in Book 197 of Official Records at Page 485, Marin County Records; running thence along the Easterly boundary of said parcel, South 2° East 337 feet to the Southeasterly corner thereof; said point being also the Northeasterly corner of the parcel described in the Deed from Fred Genazzi, et ux, to Frank M. Cannon, dated May 6, 1926 and recorded in Book 94 of Official Records at Page 380, Marin County Records; thence along the Easterly line of the Cannon Parcel and the Southerly prolongation thereof, South 35° 41' West 746.51 feet to the Southeasterly corner of the parcel of land described in the Deed from Fred Genazzi, et ux to the Department of Veterans Affairs of the State of California, recorded May 9, 1956 in Book 1027 of Official Records at Page 86, Marin County Records; thence along the Southeasterly boundary thereof South 51° 15' West 186.95 feet to the Northeasterly boundary of the County Road; running thence along said Northeasterly boundary to the Northwesterly corner of abovementioned parcel Deeded to Ewing; thence along Northerly boundary of said Ewing Parcel, North 82° 18' East 176.92 feet to the point of beginning.

Also excepting therefrom that portion described in that certain Deed executed by Harold F. Genazzi, et al to Hobbs Shore, et ux, recorded December 17, 1982 as Instrument No. 82052523, Marin County Records.

Also excepting therefrom the following described parcel:

Beginning at a point being the most Southerly corner of the parcel deeded by Fred Genazzi, et ux to the Department of Veterans' Affairs of the State of California, recorded May 9, 1956 in Book 1027 of Official Records at Page 86, Marin County Records; thence along the Northeasterly boundary of the County Road (State Route 1), South 35° 41' East 89.81 feet; thence leaving said Northeasterly boundary, North 48° 33' 20" East 252.87 feet, North 35° 41' West 77.55 feet and South 51° 15' West 64.87 feet to the Easterly corner of said parcel Deeded to Frank Genazzi; thence along the Southeasterly boundary of said parcel, South 51° 15' West 186.82 feet to the point of beginning.

Excepting from Parcels One and Two that portion more particularly described as follows:

Beginning at a 3/4" iron pipe tagged L.S. 3775 marking the Northeast corner of the Lands of Shore as described in that Deed recorded as Instrument No. 82052523, Marin County Records and as shown on that Record of Survey filed in Book 18 of Surveys at Page 12, Marin County Records; thence along the East line of the said Lands of Shore South 03° 22' 19" East, 300.45 feet to a 3/4" iron pipe tagged L.S. 3775; thence continuing South 51° 48' 20" West, 87.74 feet to the East line of the Lands of McLean as shown on the above mentioned Record of Survey from which a 3/4" iron pipe tagged L.S. 3775 bears South 51° 48' 20" West, 0.08 feet; thence along said East line of McLean and the prolongation thereof South 37° 12' 55" East 183.46 feet to a found redwood hub; thence continuing South 37° 12' 55" East, 429.95 feet to the North line

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(continued)

of the Lands of Gilardi, as described in that Deed recorded in Book 2196 of Official Records at Page 443, Marin County Records; thence along said North line, North 49° 43' 05" East, 65.14 feet to the Northeast corner of the said Lands of Gilardi; thence along the East line of said lands South 37° 12' 55" East, 77.55 feet to a 3/4" iron pipe, not tagged, marking the Southeast corner of said lands of Gilardi; thence along the South line of said lands, South 45° 56' 37" West, 252.91 feet to the Northeast right of way line of State Route 1; thence along said Northeast line, South 37° 12' 55" East, 355.12 feet; thence North 49° 11' 13" East 11.59 feet to a set 1/2" iron pipe tagged L.S. 4206; thence continuing North 49° 11' 13" East, 2142.03 feet to a set 1/2" iron pipe tagged L.S. 4206 from which a 25" Live Oak bears North 37° 31' 58" East 28.2 feet; thence North 16° 44' 41" West, 711.61 feet to a set 1/2" iron pipe tagged L.S. 4206 from which a twin live oak with a 72" base bears South 25° 50' 25" West, 61.3 feet and a 54" eucalyptus bears North 43° 28' 12" West, 8.7 feet; thence continuing North 16° 44' 41" West, 544.81 feet to the centerline of Paper Mill Creek; thence along Paper Mill Creek the following courses: South 20° 00' 00" West, 274.89 feet, South 87° 00' 00" West 252.00 feet, South 26° 00' 00" West 360.00 feet; South 81° 30' 00" West, 516.00 feet, South 44° 55' 00" West, 482.00 feet, South 63° 10' 00" West 384.00 feet, South 85° 20' 00" West, 173.00 feet to the Northeast corner of the Lands of Shore as described in that Deed recorded in Book 3224 of Official Records at Page 319, Marin County Records and as shown on that Record of Survey mentioned above; thence leaving said creek and along the East line of the said Lands of Shore South 03° 21' 19" East 116.98 feet to the Northwest corner of the Lands of Shore as described in Instrument No. 82052523 mentioned above; thence along the North line of the last named Lands of Shore North 80° 49' 43" East 0.06 feet to a 3/4" iron pipe tagged L.S. 3775; thence continuing North 80° 49' 43" East, 149.97 feet to the point of beginning.

PARCEL THREE:

That portion of that certain parcel of land described as Parcel One in that certain Deed executed by Henry R. Bell, et ux to Harold F. Genazzi, recorded August 29, 1940 in Book 399 of Official Records at Page 398, Marin County Records; bounded on the Northeast by the Southwesterly boundary line of that certain parcel of land conveyed by Harold F. Genazzi to William Marshall, et ux, recorded June 3, 1949 in Book 613 of Official Records at Page 431, Marin County Records and bounded on the South by the Northerly boundary line of Parcel A, tract 1, as set forth in that certain Declaration of Taking by the United States of America, recorded July 1, 1971 in Book 2478 of Official Records at Page 58, Marin County Records.

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EXHIBIT B

1. ANY CHANGE IN THE BOUNDARIES OF THE HEREIN DESCRIBED PROPERTY BY REASON OF THERE BEING CHANGES IN THE COURSE OF THE CREEK BY SLOW AND NATURAL MEANS.
2. THE FREE AND NATURAL FLOW OF THE CREEK ACROSS THE HEREIN DESCRIBED PROPERTY AS THE SAME MAY NOW EXIST.
3. RIGHTS OF THE PUBLIC IN AND TO THAT PORTION OF THE HEREIN DESCRIBED LAND LYING WITHIN THE BOUNDARIES OF STATE ROUTE NO. 1.
4. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT
RECORDED : AUGUST 9, 1926
IN BOOK 103 OF OFFICIAL RECORDS AT PAGE 238, MARIN COUNTY RECORDS.
IN FAVOR OF: PACIFIC GAS & ELECTRIC COMPANY, A CORPORATION
FOR : SINGLE LINE OF POLES AND WIRES
AFFECTS : SOUTHWESTERLY PORTION OF PARCELS ONE & TWO
5. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT
RECORDED : JANUARY 31, 1927,
IN BOOK 200 OF OFFICIAL RECORDS AT PAGE 473, MARIN COUNTY RECORDS.
IN FAVOR OF: PACIFIC GAS & ELECTRIC COMPANY, A CORPORATION
FOR : POLES, WIRES, GUYS, ETC.
AFFECTS : SOUTHWESTERLY PORTION OF PARCEL ONE
6. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT
RECORDED : MARCH 15, 1984,
AS INSTRUMENT NO. 84012496, MARIN COUNTY RECORDS.
IN FAVOR OF: PACIFIC GAS & ELECTRIC COMPANY, A CORPORATION
FOR : POLES, WIRES, CABLES, ETC.
AFFECTS : SOUTHWESTERLY PORTION OF PARCEL ONE
7. NO ASSURANCE IS GIVEN AS TO ALL WATER AND WATER RIGHTS AND TITLE THERETO.

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GOGA - TR. 05-158
July 20, 1968**EXHIBIT C**

Reserving to the Vendors, their heirs, executors, administrators and assigns, the right to use and occupy 435.62 acres of the property described in Exhibit A together with the improvements situated thereon for the purpose of pasturing beef and dairy cattle and horses for a period of 25 years commencing upon of conveyance of title to said property to the United States, subject to the following terms and conditions:

1. That the term "Director" as used herein means the Director of the National Park Service and includes the appropriate Regional Director or Superintendent as the representative of the Director. The term "Reservors" as used herein refers to the Reservors executing this offer, their heirs, executors, administrators and assigns.
2. That the Reservors have inspected and know the condition of the reserved property and it is understood that the same is hereby reserved without any representation or warranty by the Government whatsoever, and without obligation on the part of the Government to make any alterations, repairs, or additions thereto.
3. That all improvements used and occupied by the Reservors 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 Reservors. Maintenance to be accomplished during the period of this reservation includes but is not limited to the following:
 - (a) Fencing will be maintained and replaced as necessary to ensure that the fence wire is adequately strung and unbroken and that the fence posts are in the proper upright positions to ensure that livestock are properly confined at all times. Special attention will be given to the fencing within view of Highway One, and other fencing ordinarily within view of the public.
 - (b) The Reservoir agrees to construct approximately 5,300 feet of fencing along Lagunitas Creek to prevent livestock trespass and along the surveyed "take line" from the Creek to Highway One as depicted on Exhibit C1. The fencing which will separate Park property from private property will be completed within one year after the Park property is acquired and will be constructed as indicated on Exhibit C1.
 - (c) That the Ranch service roads will be maintained in a safe condition by and at the expense of the Reservoir. No new roads or truck trails will be constructed or established by the Reservoir without written permission of the Director or his representative.
 - (d) That existing livestock water reservoirs will be maintained in an adequate condition to prevent washouts and erosion. No new reservoirs will be constructed or established without written permission of the Director or his representative.

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4. That the furnishing of all utilities services (water, sewer, telephone, electricity, sanitation and garbage disposal) are the responsibility of the Reservoirs. Reservoirs will ensure 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 outside the boundaries of the National Recreation Area. Diseased, injured, dying or dead animals shall be treated promptly, removed from the property or otherwise disposed of in a clean and sanitary manner.

5. That manure accumulating around outlying feed or watering stations will be periodically removed and stored, so that it will not contribute to stream pollution, until spread as fertilizer or disposed outside the Park boundary.

6. Improvements and lands under this reservation shall be used in connection with the pasturing of beef cattle, horses and dairy replacement heifers only. The operation of a dairy or other agricultural use is not authorized. The annual average stocking level for reserved lands is 55 Animal Units (AU) or 660 Animal Unit Months (AUM's). For the purpose of this reservation a cow with or without an unweaned calf at her side or a heifer, 2 years old or older, will be counted as 1.0 AU, young cattle, 1 - 2 years old, as .8 AU, weaned calves to 1 year, as .6 AU, bulls, 2 years or older, as 1.3 AU, and mature horses as 1.2 AU. This stocking level is based on 361 acres of pasture judged suitable for grazing. Except for animals in a defined corral or fenced impact area, the maximum number of head of cattle and horses in combination allowed at any one time is 85.

7. The Reservoir shall not permit the land to be overgrazed. The determination of whether there is overgrazing shall be made by the Superintendent or his representative in accordance with the attached Grazing Standards and Monitoring Procedures (Exhibit C2) which were developed in cooperation with the Soil Conservation Service. His decision shall be final. If it is determined that overgrazing is or has occurred, the Superintendent reserves the right to regulate the number of livestock allowed on the land. A meeting between the Reservoir and the Superintendent or his designated representative will be scheduled in October of each year, as necessary, to discuss pasture conditions with respect to stocking level and to review adherence to other reservation conditions.

8. That during the term of this reservation, the Reservoir shall use said property for grazing purposes only. The Reservoir shall not plant, cultivate, or harvest crops on said property or alter the surface or any lands or fields on said premises except as authorized by the written permission of the Director or his representative. The Reservoir shall not commit or permit any unlawful acts, activities or nuisances upon said property.

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9. That the Reservors will abide by the rules and regulations pertaining to the National Park Service as set forth in the Compendium and code of Federal Regulations, Title 36, Chapter 1, Parts 1 through 5 as amended. The Reservoir will also abide by the applicable State and County regulations.

10. That the Reservors shall not construct any permanent structure on the said premises and shall not construct any temporary structure or place any advertising or other sign thereon without the prior written consent of the Director of the National Park Service or his representative.

11. That the United States reserves all rights for water which may be developed or used in connection with this reservation. However, Reservoir shall be permitted to maintain all present water supplies used in the present operations and the repair and replacement thereof so that sufficient water is available for normal ranching operations, within the limitations of the agreement between National Park Service and Marin Municipal Water District dated July 13, 1988, and addressed in item Number 26 below.

12. That the Reservoir and their employees shall take all reasonable precautions to prevent forest, brush, grass and structural fires.

13. That any property of the United States damaged or destroyed by the Reservors incident to their use and occupation of the premises shall be promptly repaired or replaced by the Reservoir to the satisfaction of the said Director or his representative, or in lieu of such repair or replacement the Reservoir shall, if so required by the said Director or his representative, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.

14. That the Reservoir shall pay to the proper authority, when as the same become due and payable, all taxes, assessments and similar charges which, at any time during the term of the reservation, may be taxed, assessed, or imposed upon the Reservoir's interest in the leased premises.

15. That the United States or its contractors or any of their officers, agents or employees 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 Reservors, or for injuries to the person of the Reservoir (if an individual), or for damages to the property or injuries to the person of the Reservoir's officers, agents, servants, or 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 United States or its contractors, and the Reservors shall hold the United States and its contractors and any of their officers, agents or employees harmless from any and all such claims.

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16. That Reservoir shall peacefully relinquish possession and control of the reserved premises upon the expiration of the term of the right of use and occupancy. They shall leave the reserved premises in a neat and clean condition. Any personal property left on the reserved premises upon the expiration of the term may be disposed of by the National Park Service.

17. That use by the Reservoir of the land, buildings, and improvements reserved hereby is subject to the right of the Director or his representative to establish trails, roads and other improvements and betterments over, upon or through said premises, and further to the use by travelers and others of such roads and trails as well as of those already existing; provided that in exercising such right the United States will refrain from materially interfering or preventing use of the land by the Reservoir for the purpose intended under this reservation. For example, in the future, a small area for vehicle parking maybe established adjacent to Highway One to serve a foot and horse trail leading to Cross Marin Trail and the Bolinas Ridge Trail. The Reservoir understands that occasional park visitors are authorized to walk or hike on the various pastures and fields included in the reservation even though no trail is formally established.

18. That all notices to be given pursuant to this reservation shall be addressed, if to the Reservoir, to Mr. Harold Genazzi, 10900 State Route One, Point Reyes Station, California 94956, if to the United States, to the Superintendent, Point Reyes National Seashore, Point Reyes, California 94956, or as from time to time be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper, addressed as aforesaid and deposited postage prepaid (or, if mailed by the United States, deposited under its franking privilege) in a Post Office or branch Post Office regularly maintained by the United States Government.

19. That Reservoir's estate in the reserved premises may be conveyed or leased for not less than 90 days by the Reservoirs or their successors, or assigns, provided the instrument of conveyance or lease imposes upon the grantee or lessee all of the restrictions and requirements of these provisions. A copy of any such conveyance or lease shall be furnished to the United States, prior to the effective date of such conveyance or lease.

20. The reservoirs shall purchase and maintain a standard liability insurance policy of not less than \$100,000.00 for each incident. The reservoir shall obtain such insurance from a responsible insurance company and provide the Superintendent with a copy of the certificate of insurance. The reservoirs are responsible for insuring their other interests in the reserved premises if they deem it necessary.

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21. That Reservors fully understand that by reserving the rights of use and occupancy herein they waive replacement housing benefits under Sections 203, 204, 205 and 206 of Public Law 91-646.

22. That the proposed use of pesticides or chemicals for agricultural use must be submitted in writing to the Director or his representative in advance of the time proposed for use so that permission for their use can be obtained, if necessary and if possible, from higher authority.

23. That at the election of the Superintendent, the Reservoir may be subject to a penalty fee of \$75.00 per day for failure to comply with the terms and conditions of this reservation in lieu of termination because of a breach of condition. In the instance of correctable non-compliance, the Reservoir will be given in writing a reasonable grace period from one to thirty days to allow corrective action as prescribed by the Superintendent before the penalty fee will be assessed. The penalty fee will be assessed each day beginning with the date included in the written notice until the corrective action is completed. Payment of the penalty charge under this provision shall not relieve the Reservoir from taking the necessary corrective action. This reservation condition will not preclude citations for violations of reservation conditions covered by Title 36 of the Code of Federal Regulations when and if those violations occur.

24. The Director, or his representative, shall have the right to enter the property (with appropriate advance notice) to conduct natural, cultural and recreational inventories and studies and to perform necessary resource management activities as long as such activities do not materially interfere with Reservoir's ability to conduct normal ranching activities.

25. The Reservoir shall take reasonable precautions to prevent soil erosion on the lands covered by this reservation, and shall so utilize such lands as not to contribute to erosion on adjoining lands.

26. Reservoir will comply with the agreement between National Park Service and the Marin Municipal Water District, dated July 13, 1988, regarding use of the water in Lagunitas Creek as such flows past the reserved lands: to wit, Reservoir will utilize this water only for the purposes of watering cattle, and not for any other purposes, e.g., irrigation of fodder crops, etc., and Reservoir will limit such use of the water to that portion of the flow which the Marin Municipal Water District has not released to meet fish flow requirements set by the State of California Water Resources Control Board.

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Water Tank

West Marin Sch

Point Reyes Station

BM 17

FRANCIS DRAIN

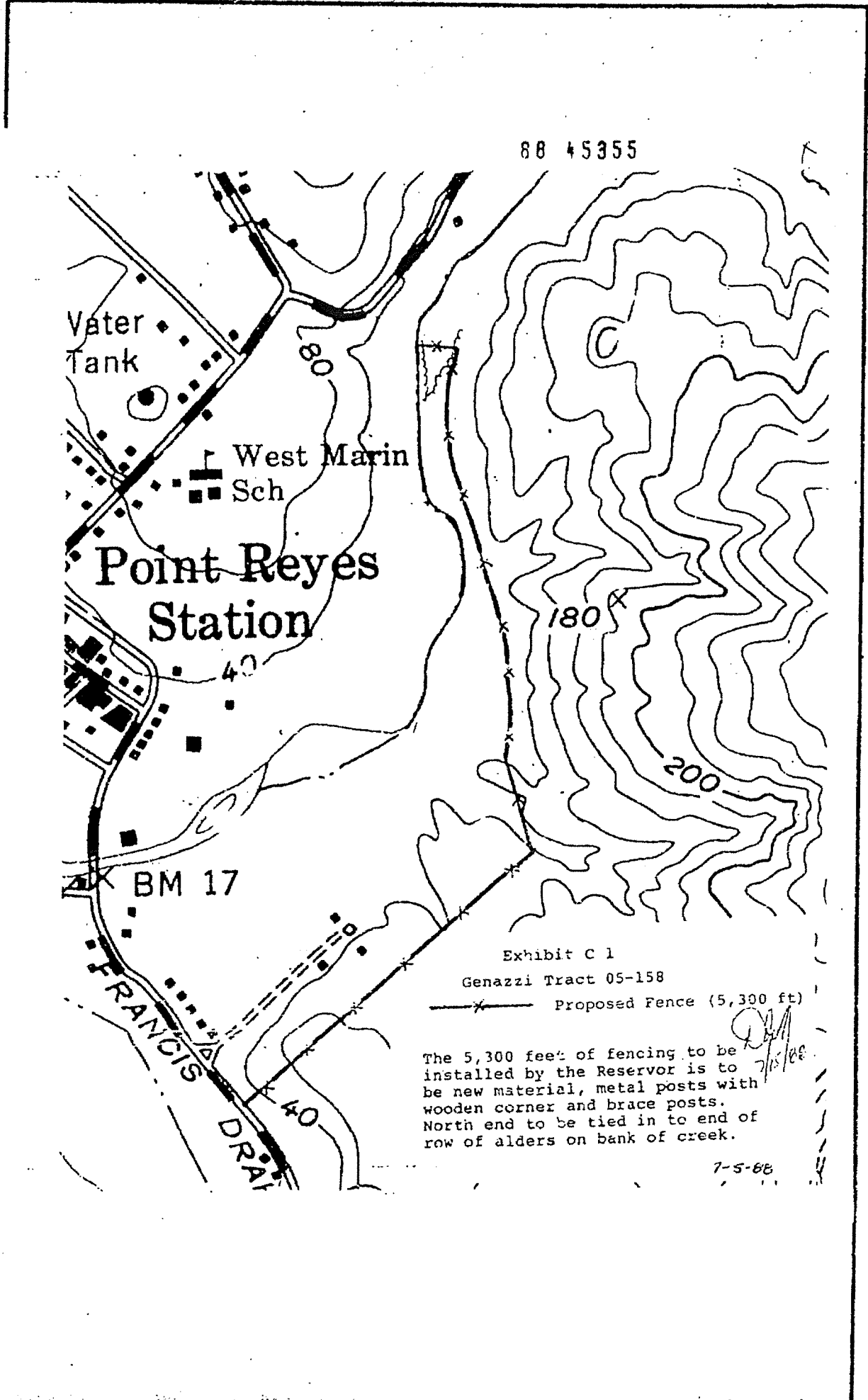
Exhibit C 1

Genazzi Tract 05-158

—*— Proposed Fence (5,300 ft)

The 5,300 feet of fencing to be installed by the Reservoir is to be new material, metal posts with wooden corner and brace posts. North end to be tied in to end of row of alders on bank of creek.

7-5-88



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EXHIBIT C 2

GRAZING STANDARDS

A. Definitions

1. Proper Use

Proper use is a range management term defined as "the degree of livestock utilization of the current year's range forage growth which, if continued, will achieve management objectives and maintain or improve the long term productivity of the site" (RISC Report 1983).

2. Residual Dry Matter

Residual dry matter (RDM), sometimes called mulch residue, refers to the amount of forage plant material left on the range in the fall following spring and summer grazing. RDM consists of litter or dried plant material (either standing or on the ground) from the current season's growth. It does not include unpalatable forbs or weeds, woody plants, new green growth or dung. Research on California rangelands has shown the importance of RDM in protecting the soil from erosion, improving soil fertility, structure and infiltration rate, and in providing beneficial surface conditions for plant growth.

3. Key Areas

A key area is a relatively small portion of a pasture approximately 2 acres in size. It is selected to represent the overall pasture conditions. Factors used in the selection of key grazing areas include:

- a. Kind and class of grazing animal
- b. Range site(s), representative slope, conditions and trend
- c. Grazing system used or planned
- d. Season of use
- e. Pasture size
- f. Location of fences and natural barriers, water supplies, salt and mineral block and feeding areas

Key grazing areas have the following characteristics:

- a. They consist of a single "range site" (a classification of land based on specific soil characteristics and potential natural plant community).
- b. They provide a significant amount of available forage in the pasture.
- c. They represent the average amount of use for the pasture.

Key areas are not located where livestock congregate such as

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around water and feed supplement facilities and loafing areas, nor are they located in little-used portions of pasture.

When properly chosen, key areas will reflect the effects of current grazing management practices. Leaseholders will be invited to participate in selection of key areas. Once selected they will be identified on range maps and maps associated with Special Use Permit or Agricultural (Dairy and Beef Cattle) Use Leases.

B. Monitoring Procedures:

Several procedures or techniques are needed to gather sufficient information to monitor both present range condition and range trend over the long term. The three indicators which will be used to evaluate range condition and trend on National Park Service lands are residual dry matter, species composition changes and forage productivity.

1. Residual Dry Matter Standards and Procedures

Proper use of the mixed perennial/annual ranges in the Point Reyes area is best evaluated by measuring the amount of residual dry matter (RDM) at the end of the summer grazing period just prior to the fall rain.

RDM is important in that it improves surface conditions for plant growth by providing more organic matter in the top soil and by sheltering seedlings from the desiccating effects of sun and wind. Thus it provides a favorable micro-environment for early seedling growth and extends the season in which forage is available. RDM is also important in that it provides soil protection against erosion.

The RDM standard recommended by the Soil Conservation Service for Point Reyes and vicinity is 1200 pounds air dry weight per acre as an average for all grazed lands regardless of slope. Using 1200 pounds as an average will allow for areas of less than that amount, which will likely occur in very rocky or shallow soils and in areas where cattle tend to concentrate. In these areas 1000 pounds per acre is the minimum acceptable amount. Any pasture which has areas less than 1200 pounds per acre will need to have other areas with more than this amount in order to attain an overall RDM measurement of 1200 pounds per acre. High impact areas described in Section C are excluded from RDM requirements.

These standards will be used by the National Park Service. RDM will be measured by National Park Service personnel in key areas between September 1 and October 15, just prior to the fall rainy season. Point Reyes National Seashore will use the "Double Sampling Weight Estimation Method" for measuring RDM (Wilk et al 1944). This standard based method has been extensively field tested and is a standard range management technique for RDM measurement. The double sampling method makes possible the

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monitoring of many range units during the few weeks of the year which are suitable for RDM measurement.

2. Plant Species Composition

Range condition refers to the "health" of vegetation and soil on a particular site in relation to its natural potential. It is evaluated on the basis of the kinds, proportions and amounts of plants in a given area.

Line/point composition transects are one way of measuring the kinds and proportion of plants on a site. In this method surveying tapes are laid out in a key area and individual plant species are identified and tallied at 400 random points located in relation to the tape. The resulting data is summarized in terms of the proportion of plant species present. In range management terminology this is referred to as "composition". The total percentage of plant cover, bare ground and litter is also summarized.

Plant composition transects are sampled in spring after seed heads have developed and grasses are readily identifiable. Transects will initially be read each year to determine if the plant community is stable or changing. Changes in the proportion of desirable versus nondesirable forage species indicate whether the range condition is improving or declining in quality over a period of years. In range management terminology this is called monitoring range "trend".

3. Forage Productivity

Range condition and trend can also be evaluated by measuring forage productivity. Productivity can be defined as the weight, in pounds per acre, of palatable forage species. Productivity data supplements composition data by providing an index of plant vigor and an estimate of yield.

Productivity measurements are obtained by placing "cages" on the range in October at the beginning of the growing season. The cages prevent grazing by cattle and deer. Samples from within the cages are clipped and weighed in June at the end of the growing season. The clipping technique utilizes the 0.96 square foot ring and 0.5 inch clipping height similar to that used in RDM measurements. The resulting dry weight expressed in pounds per acre is an estimate of forage productivity for that year. Cages will be moved each year to ensure that current management practices are evaluated.

Forage productivity data will be used in two ways:

- a. By comparing forage productivity data between pastures with similar soil characteristics, an estimate of range conditions can be obtained.

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- b. By comparing forage productivity data over many years (and adjusting for rainfall) a direction can be established indicating an improving or declining range trend.

c. High Impact Areas

The size and location of high impact areas allowed for each specific ranch unit shall be mutually agreed upon by the rancher and the National Park Service. Wherever possible, high impact areas will be restricted to level (less than 10% slope), well drained areas, 200 feet from perennial streams or other bodies of water. Areas near main roads and other high visitor use zones will also be avoided where possible.

It is recognized that a high degree of trampling and denudation of vegetation is unavoidable on these sites. Therefore, the "proper use" standards described above will not apply.

Examples include corrals and feedlots where livestock are confined for management purposes and permanent feeding and watering facilities.

d. Management Practices

Recommendations will be developed and implemented for any pastures which fall below the minimum standard. For example, range conditions may reflect an unusually dry winter, and an average of range conditions over several years may be used to evaluate whether or not a reduction in animal units being grazed is necessary. Additionally, improvements in range condition may be made by changes in fencing or stock water facilities to obtain better distribution of animals. Other alternatives include changing the length of time or period of grazing, changing the type and class of livestock, or transferring animals from pastures to impact areas and increasing the supplemental feed.

RECORDED AT REQUEST OF
CAL LAND TITLE

REC AUG 16 AM 8 00

OFFICIAL RECORDS
MARIN COUNTY CALIFORNIA
JAMES J. DALY, RON

No Fee GC8103

31

Order No. 171560 JB
Escrow No.
Loan No.

WHEN RECORDED MAIL TO

THE FOUR G'S
421 Payran St.
Petaluma, CA 94952

93-024947

Recorded
Official Records
County of
MARIN
JAMES DAL BON
Recorder
8:00am 26-Mar-93

Rec Fee 8.00
DTT 550.00
Check 558.00

FATC XJ 2

MAIL TAX STATEMENTS TO
Same as above

DOCUMENTARY TRANSFER TAX \$ 550.00

Computed on the consideration or value of property conveyed OR
Computed on the consideration or value less liens or encumbrances
remaining at time of sale

FIRST AMERICAN TITLE COMPANY OF MARIN

Signature of Deed Agent (Notary Determining Tax Firm Name)

AP #:119-212-04 & 119-240-55
Tax code area :094-008 & 094-020

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ANNE DE GRUCHY DETTNER,
Successor Trustee and JOHN ROCKWELL DETTNER, Successor Trustee, of The Dettner Revocable
Trust dated December 10, 1982

California
hereby GRANT(S) to THE FOUR G'S, a General Partnership

the real property in the ~~City of~~ unincorporated area of the
County of Marin

State of California, described as

Legal description attached hereto and made a part hereof.

Dated March 17, 1993

STATE OF CALIFORNIA }
COUNTY OF SAN FRANCISCO } ss

On March 23, 1993 before me,

personally appeared ANNE DE GRUCHY DETTNER
AND JOHN ROCKWELL DETTNER

personally known to me (or proved to me on the basis of satisfactory
evidence) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that ~~he/she/it~~ they executed the same
in ~~his/her/its~~ their authorized capacity(ies), and that by ~~his/her/its~~ their signa-
ture(s) on the instrument the person(s) or the entity upon behalf of which
the person(s) acted, executed the instrument.

WITNESS my hand and official seal
Signature *[Signature]*

[Signature]
ANNE DE GRUCHY DETTNER, Successor Trustee
[Signature]
JOHN ROCKWELL DETTNER, Successor Trustee



(This area for official notarial seal)

DESCRIPTION

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

COMMENCING at the most Southerly corner of the parcel conveyed by Armando E. Campigli, et ux, to Marin County Abstract & Title Company, a corporation, by Deed recorded May 26, 1955 in Book 944 of Official Records at page 417, Marin County Records, running thence along the Southeasterly and Northeasterly lines of said parcel North $45^{\circ} 17'$ East 208.0 feet and North $32^{\circ} 30'$ West 208.0 feet to the westerly line of the State Highway Route No. 1 leading from Point Reyes to Marshall, thence Northeasterly along said Southeasterly line 584.8 feet, more or less, to the point of intersection of said line with the Southwesterly line of the County Road leading from Point Reyes to Petaluma, said point also being the most Northerly corner of Parcel One as described in the Deed from Wm. A. Marshall to Armando E. Campigli, et ux, by Deed recorded September 23, 1924 in Book 55 of Official Records at page 138, Marin County Records, thence along said Southwesterly line and the extension thereof (being the Northeasterly line of said parcel so conveyed to Campigli) South $65^{\circ} 07'$ East 510 feet, more or less, to the Westerly line of the right of way of the Northwestern Pacific Railroad (now abandoned), thence Southerly along said Westerly line 1580 feet, more or less, to the most Southerly corner of Parcel Two as described in said Deed to Campigli, said corner also being the most Easterly corner of the parcel conveyed by David A. McKee, et ux, to John S. Damazio, et ux, by Deed recorded August 30, 1944 in Book 466 of Official Records at page 428, Marin County Records, and thence along the boundary between said parcels North $32^{\circ} 41'$ West 1182 feet, more or less to the point of commencement.

EXCEPTING THEREFROM that certain portion thereof described as follows:

BEGINNING at a point in the Northwesterly boundary line of the parcel of land firstly described in the Deed executed by Galen Burdell to the North Pacific Coast Railroad Extension Company, recorded January 4, 1889 in Book 9 of Deeds at page 219, Marin County Records, said point being the most Southerly corner of the parcel of land described in the Deed executed by Armando E. Campigli to George T. Dettner, et ux, recorded May 9, 1962 in Book 1568 of Official Records at page 400, Marin County Records, thence along the Southwesterly line of said Dettner parcel, North $32^{\circ} 36' 30''$ West (called North $32^{\circ} 41'$ West in Deed) 478.71 feet, thence leaving said Southwesterly line North $33^{\circ} 38' 47''$ East 848.28 feet to a point in the Westerly line of said parcel conveyed to the North Pacific Coast Railroad Extension Company, thence along said line South $1^{\circ} 37'$ East 443.00 feet, thence on a curve to the right, radius of 1017 feet, through a central angle of $40^{\circ} 27' 51''$ an arc distance of 718.25 feet to the point of beginning.

5
UD
SURV
we

(32)



2018-0003403

Recorded	REC FEE	26.00
Official Records	TAX	110.00
County of Marin	SURVEY MONUME	10.00
RICHARD N. BENSON		
Assessor-Recorder		
County Clerk		
01:01 PM 02-Feb-2018	JN	
	Page 1 of 5	

RECORDING REQUESTED BY:
Fidelity National Title Company

When Recorded Mail Document and Tax Statement To:
Arron Spencer Wilder
P.O. Box 1412
Pt. Reyes Station, CA 94956

TRA 094-008

Title No.: FMNA-MTO1500785 SPACE ABOVE THIS LINE FOR RECORDER'S USE

Escrow Order No.: FSNX-6061500483 Exempt from fee per GC 27388.1 (a) (2); recorded in connection with a transfer subject to the imposition of documentary transfer tax.

Property Address: Vacant Land APN:
119-235-10, 119-240-74
Point Reyes, CA 94956
APN/Parcel ID(s): 119-235-10
119-240-74

GRANT DEED

The undersigned grantor(s) declare(s)

- This transfer is exempt from the documentary transfer tax.
 - The documentary transfer tax is \$110.00** and is computed on:
 - the full value of the interest or property conveyed.
 - the full value less the liens or encumbrances remaining thereon at the time of sale.
- The property is located in the **City of Point Reyes**.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, May C Genazzi, Trustee of the Genazzi Trust dated September 21, 2009

hereby **GRANT(S)** to Arron Spencer Wilder, an unmarried person

the following described real property in the City of Point Reyes, County of Marin, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

MAIL TAX STATEMENTS AS DIRECTED ABOVE

(6)

GRANT DEED
(continued)

APN/Parcel ID(s): 119-235-10
119-240-74

Dated: January 26, 2018

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

May C Genazzi, Trustee of the Genazzi Trust dated September 21, 2009

BY: May C. Genazzi, Trustee
May C. Genazzi, Trustee

GRANT DEED
(continued)

APN/Parcel ID(s): 119-235-10
119-240-74

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CA
County of Sonoma

On 1/26/2018 before me, S. Palombino, Notary Public,
(here insert name and title of the officer)

personally appeared May C. Genazi,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature

(Seal)

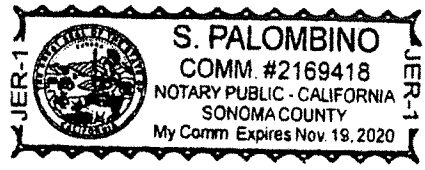


EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 119-235-10 and 119-240-74

PARCEL 1:

Beginning at a point on the Southerly boundary line of Parcel A, Tract 1, as set forth in that certain Declaration of Taking by the United States of America, recorded July 1, 1971 in Book 2478 of Official Records at page 58, Marin County Records; being formed by the intersection of the centerline of the Arroyo San Geronimo, also known as Paper Mill Creek, and the course "North 65° 20' 44" West 546.50 feet", in said Declaration (2478 O.R. 58); thence along said Southerly boundary line (2478 O.R. 58); North 65° 20' 44" West 546.50 feet to a point being the most Easterly corner of that certain parcel of land conveyed by Harold F. Genazzi to Victor De Carli, et al, by that certain deed recorded January 12, 1959 in Book 1247 of Official Records at page 429, Marin County Records; thence along the exterior boundary line of said lands conveyed to De Carli (1247 O.R.429); South 28° 28' West 203.66 feet and South 73° 37' 40" West 211.52 feet to a point on the Southeasterly boundary line of that certain parcel of land conveyed by Harold F. Genazzi to Charles P. De Carli, et al, by that certain deed recorded July 22, 1958 in Book 1204 of Official Records at page 174, Marin County Records; thence along said Southeasterly boundary line of said lands conveyed to De Carli (1204 O.R. 174); South 28° 28' West 22.18 feet to the most Southerly corner of said lands of De Carli (1204 O.R. 174); also being the most Easterly corner of that certain parcel of land conveyed by Harold F. Genazzi, to McPhail's, a corporation, by that certain deed recorded June 16, 1961 in Book 1470 of Official Records at page 610, Marin County Records; thence along the Southeasterly boundary line of said lands conveyed to McPhail's (1470 O.R. 610); South 28° 28' West 218.00 feet to a point on the exterior boundary of Parcel One, as shown upon that certain Parcel Map entitled 'Parcel Map of Division of Harold Genazzi Property', filed for record April 3, 1969 in Volume 3 of Parcel Maps at page 83, Marin County Records; thence along said exterior boundary of Parcel One (3 P.M. 83) South 1° 26' East 310 feet, more or less, to the centerline of Paper Mill Creek, also known as Arroyo San Geronimo; thence along said creek centerline Northeasterly to the point of beginning.

NOTE: As an appurtenance to the land herein described, the following should be included on the Deed or Deed of Trust to be recorded, is shown for information purposes only and is not to be construed as part of this Report. In the event title insurance is requested, an examination will be made to determine the insurability of said appurtenance(s) and extra parcel fees will be charged.

UNLESS REQUEST IS MADE IN WRITING AND THE INSURABILITY IS DETERMINED, SAID APPURTENANCE(S) WILL NOT APPEAR ON ANY POLICY OF TITLE INSURANCE.

PARCEL 2:

Easement and right of way over the following described land:

Beginning at a point in the Easterly line of First Street in the Town of Point Reyes, being the Southwesterly corner of the first tract of land described in that certain Deed made by James B. Burdell, as executor of the Last Will and Testament of Galen Burdell, to the Northwestern Pacific Railroad Company, dated April 24, 1909, and recorded May 18, 1909, in Book 21 of Deeds, at page 367, Records of Marin County; running thence along the Westerly line of First Street, North 21° 42' East, a distance of 40 feet; thence South 60° 49' East, a distance of 94.2 feet to a point in the Southerly boundary of said tract of land hereinabove referred to; thence along said Southerly boundary, North 84° 50' West, a distance of 97.4 feet to the place of beginning.

Excepting therefrom any portion thereof lying within the boundaries of the land described in Deed from Henry R. Bell, et ux, to Paul Magistretti, recorded January 10, 1920, in Liber 210 of Deeds, at page 193.

PARCEL 3:

Easement and right of way over the following described land:

Beginning at the Southeasterly corner of the second tract of land described in that certain Deed made by Galen Burdell

EXHIBIT "A"
Legal Description
(continued)

to the Northern Pacific Coast Railroad Extension Company, dated January 2, 1889, recorded January 4, 1889, in Liber 9 of Deeds, at page 219, Records of Marin County; running thence along the Southerly boundary of said Tract, North 84° 50' West, a distance of 60 feet; thence North 59° 30 3/4' East, a distance of 86.8 feet to a point in the Easterly boundary of said Tract; thence along said Easterly boundary, South 16° 56' West, a distance of 51.7 feet to the place fo beginning.

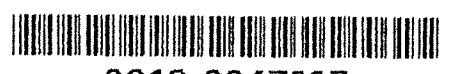
PARCEL 4:

An exclusive easement for roadway purposes over the Northerly 30 feet of the following described parcel of land:

Commencing at the most Easterly corner of the parcel conveyed by Henry R. Bell, et ux, to Standard Oil Company, a corporation, by Deed recorded April 21, 1922, in Liber 1 of Official Records at page 253, Marin County Records, and running thence along the Southeasterly line of said parcel, South 28° 28' West (called South 28° 03' West in said Deed) 131.13 feet, and South 61° 52' West (called South 61° 27' West in said Deed) 109 feet to the most Southerly corner of said parcel; thence South 28° 28' West, 57.82 feet; North 73° 37' 40" East, 211.52 feet and North 28° 28' East, 203.66 feet to the Southerly line of the former Right of Way of the Northern Pacific Railroad; thence along said line North 84° 50' West, 97.99 feet and South 28° 28' West, 32.66 feet to the point of commencement.

Handwritten initials: JZ, LNF, MM

33



2019-0047097

RECORDING REQUESTED BY
County of Marin
AND WHEN RECORDED MAIL DOCUMENT TO:

Recorded
Official Records
County of
Marin
SHELLY SCOTT
Assessor-Recorder
County Clerk

REC FEE 0.00

NAME County Of Marin
STREET ADDRESS 3501 Civic Center, Ste. 330
San Rafael, Ca 94903

08:46AM 12-Dec-2019

MM
Page 1 of 42

CITY, STATE & ZIP CODE
Mail Tax Statement to:
Marin County Department of
Public Works.
1600 Los Gamos Dr #210
San Rafael, CA 94903

SPACE ABOVE FOR RECORDER'S USE ONLY

APN: 119-240-73 and 119-236-10

QUITCLAIM DEED

Title of Document

G. C. 27383

DOCUMENTARY TRANSFER TAX \$ 0

- COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
- COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES REMAINING AT TIME OF SALE
- EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO: R&T 11922

x [Signature]
Signature of declarant or agent determining tax

Pursuant to Senate Bill 2 – Building Homes and Jobs Act (GC Code Section 27388.1), effective January 1, 2018, a fee of seventy-five dollars (\$75.00) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars (\$225.00).

- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax
- Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax (DTT).
- Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer of real property that is a residential dwelling to an owner-occupier.
- Exempt from fee per GC 27388.1 (a) (1); fee cap of \$225.00 reached.
- Exempt from the fee per GC 27388.1 (a) (1); not related to real property.

MAIL TAX STATEMENTS TO THE RETURN ADDRESS NOTED ABOVE

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION (\$3.00 Additional Recording Fee Applies)

Quitclaim Deed

Recordation requested by/Return to:

County of Marin
Marin County Board of Supervisors
3501 Civic Center Drive, Suite 330
San Rafael, CA 94903

For Recorder's use only

QUITCLAIM DEED

THIS INDENTURE, made this the 12 day of Dec. 2019, by and between the United States of America, acting by and through the Commandant of the United States Coast Guard, pursuant to Public Law 114-120, Sec 501, (the GRANTOR), and the County of Marin, a political subdivision of the State of California (the GRANTEE). The words "GRANTOR" and "GRANTEE" used herein shall be construed as if they read "GRANTORS" and "GRANTEES", respectively whenever the sense of this instrument so requires and whether singular or plural, such words shall be deemed to include in all cases the heirs or successors and assigns of the respective parties.

GRANTOR, for consideration of **Four Million Three Hundred Thousand and 00/100 DOLLARS (\$4,300,000.00 USD)** receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release, and forever quitclaim unto GRANTEE all right, title, interest and claim of GRANTOR, if any and without any warranty whatsoever, in and to the Property located in the County of Marin, California, and described in Exhibit "1.1" (**Legal Description**) attached hereto and made a part hereof consisting of (3) three pages .

Assessor's Parcel Number (APN): 119-240-73 and 119-236-10

Property Address: 100 Commodore Webster Drive, Point Reyes Station, CA 94956

IT BEING the estate or interest in the land described or referred to as a Fee, as contained in that Declaration of Taking dated June 28, 1971 and recorded July 1, 1971, in Book 2478 of Official Records at page 58.

TOGETHER with the thirty-six (36) dwelling units, eight (8) non-residential buildings and improvements thereupon, erected, made or being; and all and every, the rights, alleys, ways, streets, strips or gores, waters, privileges, appurtenances, and advantages, to the same belonging or in anywise appertaining.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING EASEMENTS AND COVENANTS:

EASEMENTS. This conveyance is subject to all existing easements for public roads, streets, highways, railroads, pipelines and public utilities whether or not the same now appear of record including but not limited to the right of ingress and egress to the Property, including but not limited to:

1. A non-exclusive easement granted to the North Marin County Water District for the purpose of construction, repair, maintenance, and operation of well sites, treatment plant, and pipelines, necessary for the supply, treatment, transmission and distribution of water to Coast Guard facilities and the adjoining community located at Point Reyes Station, California, recorded February 1, 1973, Book 2653, Page 385 et seq., Official Record, Marin County, a copy of which is attached hereto as Exhibit 1.3.
2. An easement for water pipelines and rights incidental thereto in favor of North Marin County Water District as set forth in a document recorded February 1, 1973 in Book 2653 of Official Records at Page 389, Marin County Records, affects Northerly Portion, a copy of which is attached as Exhibit 1.4.
3. An easement for utility purposes and rights incidental thereto in favor of Pacific Gas and Electric Company, a public utility as set forth in a document recorded February 14, 1974 in Book 2764 of Official Records at Page 675, Marin County Records, affects Central Portion, a copy of which is attached as Exhibit 1.5.
4. An easement for treatment plant site, pipeline and roadway purposes and rights incidental thereto in favor of North Marin County Water District, a public body as set forth in a document recorded November 3, 1976 in Book 2958 of Official Records at Page 608, Marin County Records, affects Northerly Portion, a copy of which is attached as Exhibit 1.6.
5. A non-exclusive easement granted to Point Reyes Affordable Homes, Inc., for installation of an underground pipeline eight inches in diameter connecting to the on-site storm drain infrastructure serving the Property, recorded July 17, 2019, as Document No. 2019-0025159, Marin County Official Records, a copy of which is attached as Exhibit 1.7.

COVENANTS. GRANTEE Covenants, for themselves and their successors and assigns, that any and all covenants described in this Deed shall run with the land and shall bind the

GRANTEE and any successors and assigns of the GRANTEE to the restrictions, agreements and promises made in such covenants, in for thirty (30) years following the date of conveyance of the Property . GRANTOR shall be deemed to be a personal beneficiary of all covenants and warranties, without regard to whether it remains the owner of any land, or interest therein, in the locality of the Property, and shall have the right to enforce these covenants and warranties in any court of competent jurisdiction.

CONDITION OF THE PROPERTY COVENANT. The property is conveyed "AS IS" and "WHERE IS" without representation, warranty, or guaranty of any kind as to any matter related to the conveyance including, but not limited to, the quantity, quality, character, condition (including patent and latent defects), size, habitability, or kind of the Property or any structures or fixtures attached to the Property or that the same is in a condition or fit to be used for the purpose for which intended by the GRANTEE. GRANTEE covenants that GRANTEE has inspected or has had the opportunity to inspect, is aware of, and accepts the condition and state of repair of the Property, and further acknowledges that the GRANTOR has not made any representation, warranty, or guaranty (except as expressly stated above) concerning the condition of the Property.

NON-DISCRIMINATION COVENANT. GRANTEE covenants for itself, its successors, and assigns and every successor in interest to the property hereby conveyed, or any part thereof that the said GRANTEE and such successors, and assigns shall not discriminate upon the basis of race, color, religion, national origin, or sex in the use, occupancy, sale or lease of the property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of the any land or interest therein the locality of the property hereby conveyed and shall have sole right to enforce this covenant in any court of competent jurisdiction.

HAZARDOUS SUBSTANCE ACTIVITY COVENANT.

1. Pursuant to Sections 120(h)(4)(A) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. § 9620(h)(4)(A) and having notified the State of California and observed the waiting period required under 42 U.S.C. § 9620(h)(4)(B), GRANTOR hereby gives notice that no hazardous substances have been released, disposed of, or stored for one year or more on the Property.
2. Pursuant to CERCLA Section 120(h)(4)(D)(i), 42 U.S.C. § 9620(h)(4)(D)(i), GRANTOR warrants that any response action or corrective action found to be necessary after the date of such a sale or transfer shall be conducted by the United States.
 - a. This covenant shall not apply:

- i. in any case in which GRANTEE, its successors(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party with respect to the Property immediately prior to the date of this conveyance, OR
 - ii. to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the GRANTEE, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
 - 1. results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
 - 2. causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.
 - iii. In the event GRANTEE, its successor(s) or assign(s), seeks to have GRANTOR conduct or pay for additional response action, and as a condition precedent to GRANTOR incurring any additional cleanup obligation or related expenses, the GRANTEE, its successor(s) or assign(s), shall provide GRANTOR at least 45 days written notice of such a claim and provide credible evidence that:
 - 1. The associated contamination existed prior to the date of this conveyance; and
 - 2. The need to conduct any additional response action or part thereof was not the result of any act or failure to act by the GRANTEE, its successor(s) or assign(s), or any party in possession.
3. Pursuant to CERCLA Section 120(h)(4)(D)(ii), 42 USC § 9620(h)(4)(D)(ii), GRANTOR reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to GRANTOR. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions,

shall be coordinated with the record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.”

WARNING OF THE PRESENCE OF ASBESTOS.

1. THE GRANTEE IS WARNED that the Property contains asbestos-containing materials. Unprotected or unregulated exposure to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death. GRANTEE agrees and acknowledges on behalf of itself, its successors and assigns, that it has been provided U.S. Coast Guard Environmental Compliance Due Diligence Activities Report, U.S. Coast Guard Point Reyes Station, California, Housing Units (November 2016), Appendix B: Asbestos-Containing Material Survey and Condition/Risk Assessment.

2. NO WARRANTIES either expressed or implied, are given with regard to the condition of the Property, including, without limitation, whether the Property is or is not safe for a particular purpose.

3. GRANTEE COVENANTS and agrees on behalf of himself, his successors and assigns that, in his and their use and occupancy of the Property, they will comply with all Federal, State, and local laws relating to asbestos; and that the GRANTOR assumes no liability for damages for personal injury, illness, disability or death to the GRANTEE, or to GRANTEE's successors, assigns, employees, invitees, or any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether GRANTEE, his successors or assigns have properly warned or failed to properly warn the individual(s) injured.

NOTICE OF LEAD-BASED PAINT.

1. GRANTEE ACKNOWLEDGES that the Property was constructed prior to 1978 and may contain lead-based paint on interior and exterior painted surfaces. GRANTEE acknowledges that such Property may present exposure to lead from lead based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk in pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards.

2. GRANTEE, acknowledges that:

A. GRANTOR has disclosed to the GRANTEE the presence of any known lead-based paint, or any known lead-based paint hazards, regarding the Property;

B. GRANTOR provided the GRANTEE with any lead hazard evaluation report(s) available to the GRANTOR, including U.S. Coast Guard Environmental Compliance Due Diligence Activities Report, U.S. Coast Guard Point Reyes Station, California, Housing Units (November 2016), Appendix C: Lead-Based Paint Inspection and Risk Assessment Report;

C. the GRANTOR provided to the GRANTEE a lead hazard information pamphlet, as prescribed by the Administrator of the U.S. Environmental Protection Agency under section 406 of the Toxic Substances Control Act; and

D. the GRANTOR provided the GRANTEE with a period of at least ten (10) days to conduct a risk assessment or inspection for the presence of lead-based paint hazards before the GRANTEE became obligated under a contract to purchase the Property.

3. GRANTOR assumes no liability for damages for property damage, personal injury, illness, disability, or death, to GRANTEE, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with lead-based paint on the Property described in this deed, whether GRANTEE, and its successors or assigns, have properly warned or failed to properly warn the individual(s) injured.

4. GRANTEE, its successors and assigns, covenant and agree that in their use and occupancy of the Property they will comply with all existing Federal, state, local, and any other applicable laws regarding lead-based paint and lead-based paint hazards, such as 24 C.F.R. Part 35 and 40 C.F.R. Part 745, as well as any such laws promulgated in the future.

5. GRANTEE, its successors and assigns, further agree to indemnify, defend and hold harmless the GRANTOR from any and all loss, judgment, claims, demands, expenses or damages, of whatever nature which might arise or be made against the United States of America, due to, or relating to, the presence of lead-based paint hazards on the Property, any related abatement activities, or the disposal of any material from an abatement process.

These covenants shall remain and run with the land in for thirty (30) years following the date of conveyance of the Property and shall be enforceable by the GRANTOR, the State in which the Property is located, or both. The GRANTOR hereby reserves to itself and to the State in which the Property is located, and their respective officials, agents, employees,

contractors, and subcontractors, an easement for ingress to, egress from, and access to the Property in, on, over, through, and across the Property to verify compliance with these covenants by the GRANTEE, its successors and assigns.

F. EARTHQUAKE ZONE NOTICE.

All properties in California are subject to some degree of seismic risk. The Alquist-Priolo Earthquake Fault Zoning Act was enacted by the State of California in 1972 to regulate development near active earthquake faults. The Act required the State Geologist to delineate "Earthquake Fault Zones" (formerly known as "Special Studies Zones") along known active faults in California. Cities and counties affected by the identified zones must limit certain development projects within the zones Land Description and Analysis. The subject property does not appear to be located within a Fault Zone, Landslide, or Liquefaction Zone.

G. FLOOD HAZARD NOTICE.

The Property is located within the Flood Insurance Rate Map (FIRM) Panel 06041C0233D (Federal Emergency Management Agency [FEMA] 2010). A portion of the Site is located in an area determined to be located within the 100-year floodplain and is designated by FEMA Zone AE. FEMA defines AE as a 100-year floodplain area, meaning, the area is subject to a 1.0% annual chance of flooding where base flood elevations have been determined. Zone AE is identified as high flood risk where flood insurance is mandatory and use of the Property may be restricted under federal, state, or local floodplain regulations and local community ordinances and codes).

The GRANTEE agrees to comply with all federal, state, and local regulations pertaining to use and development of the Property, including all applicable federal, state or local floodplain regulations. GRANTEE and all successors and assigns shall save and hold the GRANTOR harmless in the event of damage to or loss of life or property resulting directly or indirectly from flooding.

H. PROPERTY TO BE CONVEYED SUBJECT TO COVENANTS, RESERVATIONS, EASEMENTS, & RESTRICTIONS.

GRANTEE covenants, for itself and its' successors and assigns, that the Property shall be conveyed subject to the notices, disclosures, covenants, reservations, easements, and restrictions, and rights, whether recorded or unrecorded (including for private and public roads, highways, streets, pipelines, , utilities, waterlines, sewer mains and lines, drainage, powerlines, and other rights-of-ways) described herein shall run with the land and shall bind the GRANTEE and any successors and assigns of the GRANTEE to the restrictions, agreements and promises made in such covenants for thirty (30) years following the date of conveyance of the Property. GRANTOR shall be deemed to be a personal beneficiary of all covenants and warranties, without regard to whether it remains the owner of any land, or

interest therein, in the locality of the Property, and shall have the right to enforce these covenants and warranties in any court of competent jurisdiction.

I. AFFORDABLE HOUSING COVENANT AND REVERSIONARY CLAUSE.

1. Section 501(b) of Public Law 114-120 states that all right, title, and interest in and to the Property shall revert, as described in section I.4 below, to the United States if the Property or any part thereof ceases to be used for affordable housing as defined by the GRANTEE and the GRANTOR at the time of conveyance, or to provide a public benefit approved by the County.

2. The term "affordable housing" means housing that is affordable to low-income and moderate income persons as those terms are defined by the U.S. Department of Housing and Urban Development and its successor Departments or agencies. This definition is intended to fulfill the meaning and intent of Section 501 and not to impose restrictions on the GRANTEE that are not intended by Public Law 114-120. The GRANTEE and GRANTOR agree that the definition may be amended by written agreement signed by GRANTEE and GRANTOR and appended to the Quitclaim Deed.

3. The term "public benefit approved by the County" means a lawful use of the Property that is duly approved by the County. This definition is intended to fulfill the meaning and intent of Section 501 and not to impose restrictions on the GRANTEE that are not intended by Public Law 114-120. The GRANTEE and GRANTOR agree that the definition may be amended by written agreement signed by GRANTEE and GRANTOR and appended to the Quitclaim Deed.

4. REVERSION.

a. The Property ceases to be used for affordable housing or public benefit as defined in Sections I.3 and I.4 above, within thirty (30) years of the date of conveyance, such use determined either by: (1) upon Grantor's receipt of GRANTEE's written notification that the Property is no longer intended for use as affordable housing or public benefit, or (2) the Property in fact ceases to be used for affordable housing, or ceases to provide a public benefit. Determination of whether the Property in fact is no longer used for affordable housing or public benefit will only be made upon agreement of the parties and shall only be made following a Notice and Opportunity to Cure period, during which time GRANTOR shall provide reasonable advance written notice to the GRANTEE specifying the alleged material breach and the facts upon which the claim of breach is based. Upon receipt of such notice, GRANTEE shall have reasonable opportunity to either (a) cure such breach or to begin taking actions that are reasonably likely to result in a cure of the breach, or (b) dispute the existence of the alleged breach. If the existence of a breach is disputed, GRANTOR and GRANTEE agree to meet and engage in good-faith attempts to resolve the question of whether a breach has occurred before taking any actions impacting either GRANTOR or GRANTEE's interest in the property. If parties are unable to reach agreement through good faith negotiation, the

dispute shall be mediated by referring it for mediation to the nearest office of Judicial Arbitration and Mediation Services, Inc. or similar mediation services. Parties shall select a mutually agreeable mediator, and if mediation proves unsuccessful, parties may avail themselves of other remedies to determine the existence of a breach. GRANTEE shall not be considered in breach of any term of this provision unless such breach is material; minor or technical breaches shall be not grounds for determination that the Property is no longer used for affordable housing or public benefit. This definition is intended to fulfill the meaning and intent of Section 501 and not to impose restrictions on the GRANTEE that are not intended by Public Law 114-120. The GRANTEE and GRANTOR agree that reversion is an extraordinary measure and further agree that only following this opportunity to cure any alleged breach, may GRANTOR initiate Reversion by providing GRANTEE with a Notice of Intent to Revert all right, title, and interest in and to the Property to the United States of America. Decision making authority for the Property to be subject to Reversion under Section 501(b) and as specified herein, is reserved in equal parts for the Commandant of the Coast Guard, or equivalent head of any successor agency on behalf of GRANTOR, and the Marin County Board of Supervisors or its authorized designee, or equivalent designee of any successor on behalf of GRANTEE. A natural catastrophe or, regardless of the cause, any fire, flood, or explosion shall not trigger any right to reversion.

b. If and when the Property ceases to be used for affordable housing or public benefit following the procedure for such determination described in I.4.a above, all right, title and interest in and to such portion or portions of the above-described Property, in its then existing condition, including all improvements thereon, shall revert to and become the Property of the United States of America at the option of and upon demand made in writing through the process of Notice of Intent to Revert by the Commandant of the Coast Guard, or his/her successor in function.

c. In such event, the United States of America shall have the immediate right-of-entry upon said Property, and the GRANTEE, its successors and assigns, shall forfeit all right, title and interest in said Property and in any and all the tenements, hereditaments, and appurtenances thereunto belonging, and shall take such action and execute such documents as may be necessary or required to evidence transfer of title to the United States of America.

d. The failure of the Commandant, or his/her successor in function, to insist upon complete performance of the above conditions shall not be construed as a waiver or relinquishment of future performance thereof, but the obligation of the GRANTEE, its successors and assigns, with respect to such future performance shall continue in full force and effect.

e. Beginning two years from the date of conveyance, the GRANTEE shall prepare biennial reports certifying that Property is being used for affordable housing or public benefit approved by the GRANTEE. If GRANTEE fails to provide such certification, GRANTEE shall be considered in default of the performance of this requirement if GRANTEE fails to cure or make reasonable efforts to cure such default within 30 days following service of a written notice of such default and a request to cure the same by GRANTOR. The requirement for preparation of biennial certification of use shall end ten years from the date of conveyance.


THE WORDS "GRANTOR" and "GRANTEE" used herein shall be construed as if they read "GRANTORS" and "GRANTEES", respectively whenever the sense of this instrument so requires and whether singular or plural, such words shall be deemed to include in all cases the heirs or successors and assigns of the respective parties.

TO HAVE AND TO HOLD the premises above described and mentioned, and hereby intended to be conveyed, together with all the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use, benefit, enjoyment, and behoove forever of the GRANTEE, his heirs and assigns, forever, SUBJECT as aforesaid.

TO HAVE AND TO HOLD the Property above described and mentioned, and hereby intended to be conveyed, together with all the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use, benefit, enjoyment, and behoof forever of the GRANTEE, its heirs and assigns, forever, SUBJECT as aforesaid.

IN WITNESS whereof, the following signature and seal.

United States of America
Acting by and through the
Commandant of the U.S. Coast Guard

By: 
David Brumley aka David E. Brumley
USCG Civil Engineering Unit Oakland

CERTIFICATE OF ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California)
County of Alameda)

On 22 NOV 2019 before me, G. Deon Christian Daniels
Date Name and Title of the Officer

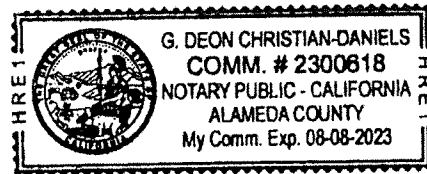
notary public

personally appeared David E. Brumley
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



G. Deon Christian Daniels

Signature of Notary Public

(Notary Public Seal)

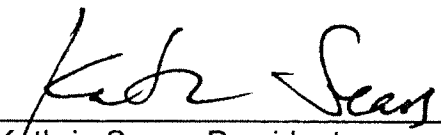
WHEN RECORDED RETURN TO:
County of Marin
Department of Public Works
Real Estate Division
P.O. Box 4186, Civic Center Branch
San Rafael, CA 94913-4186
Attention: Eric Lueder

AREA: Point Reyes Station
ADDRESS: 100 Commodore Webster Drive
APN: 119-236-10 & 119-240-73

**CERTIFICATE OF ACCEPTANCE OF GRANT
OF INTEREST IN REAL PROPERTY**

THIS IS TO CERTIFY that the interest in the real property conveyed by the attached **QUITCLAIM DEED** from the **UNITED STATES OF AMERICA**, acting by and through the Commandant of the United States Coast Guard, dated Dec. 12, 2019 to the **COUNTY OF MARIN, a political subdivision of the State of California**, is hereby accepted by order of the Board of Supervisors of the County of Marin and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: 9/17/19



Kathrin Sears, President
Board of Supervisors

ATTEST:



Deputy Clerk

CERTIFICATE OF ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California)
County of Marin)

On 9/17/2019 before me, Joyce Evans, Notary Public
Date Name and Title of the Officer

personally appeared KATHRIN SEARS
Name(s) of Signer(s)

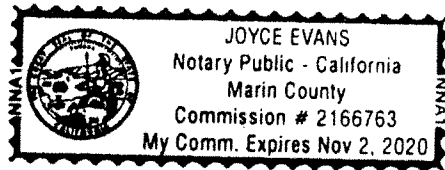
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Joyce Evans

Signature of Notary Public



(Notary Public Seal)

LEGAL DESCRIPTION
(Exhibit 1.1)

Parcel One:

Beginning at the most Easterly corner of the parcel of land conveyed in the Deed executed by Harold F. Genazzi to Victor De Carli, et al, recorded January 12, 1959, in Book 1247 of Official Records at Page 429, Marin County Records, thence leaving said Easterly line and running along the Southeasterly boundary line of the parcel of land conveyed in the Deed executed by the Northwestern Pacific Railroad Company, a corporation, to Fred Genazzi, recorded November 5, 1935 in Book 306 of Official Records at Page 208, Marin County Records, North 59° 33' 14" East 496.4 feet to the most Easterly corner thereof, thence along the Southerly and Easterly line of the 50 foot right of way of the North Pacific Coast Railroad Extension company, now Northwestern Pacific Railroad Co., acquired from Galen Burdell by Deed dated January 2, 1889, and recorded January 4, 1889, in Book 9 of Deeds at Page 219, Marin County Records, thence on a curve to the left, a radius of 1067 feet, through a central angle of 61° 11' 10" an arc distance of 1139.45 feet, thence North 1° 37' West 443.00 feet, thence leaving said Easterly line North 88° 23' East 240.00 feet to a point in the center line of the Arroyo San Geronimo or Paper Mill Creek, thence Southerly meandering along said center line to a point which bears South 65° 20' 44" East from the point of beginning, thence leaving said center line North 65° 20' 44" West 546.50 feet to the point of beginning.

Parcel Two:

Beginning at the most Easterly point of that certain parcel of land described in Deed made by George Plummer, dated March 23, 1917 and recorded March 30, 1917, in Book 186 of Deeds at Page 432, Marin County Records, said point being also 25 feet Southeasterly, radially from a point on a curve concave to the North of a radius 1042 feet, being the center line of the original 50 foot right of way of the North Pacific Coast Railroad Extension Company, now Northwestern Pacific Railroad Company, acquired from Galen Burdell by Deed dated January 2, 1889, and recorded January 4, 1889 in Book 9 of Deeds at page 219, Marin County Records, thence Southwesterly, along the Southeasterly line and its production Southwesterly of the said land acquired from Plummer, a distance of 496.4 feet, more or less, to a point on the Southerly line of that certain parcel of land described secondly in Deed made by Galen Burdell to the North Pacific Coast Railroad Extension Company, now Northwestern Pacific Railroad Company, dated January 2, 1889 and recorded January 4, 1889 in Book 9 of Deeds at Page 219, Marin County Records, thence Westerly along said Southerly line and the Southern line of that certain parcel of land described firstly in Deed made by James B. Burdell, as executor of the Last Will and Testament of Galen Burdell, to the Northwestern Pacific Railroad Company, dated April 24, 1909 and recorded May 19, 1909 in Book 121 of Deeds at Page 367, Marin County Records; a distance of 293.3 feet, more or less, to a point on the Northeasterly line of that certain parcel of land described firstly in that certain Deed made by Northwestern Pacific Railroad Company to Henry R. Bell, et ux, dated January 12,

1917 and recorded February 24, 1917 in Book 185 of Deeds Page 300, Marin County Records, thence Northwesterly along the said Northeasterly line a distance of 94.2 feet, more or less, to a point in the Easterly line of First Street in the Town of Point Reyes; thence Northerly along the said Easterly line of First Street, a distance of 182.2 feet, more or less, to the most Northerly point of that certain parcel of land described secondly in Deed made by James B. Burdell, as executor of the Last Will and Testament of Galen Burdell, to the Northwestern Pacific Railroad Company, dated April 24, 1909 and recorded May 18, 1909 in Book 121 of Deeds at Page 367, Marin County Records; thence Southeasterly along the Northeasterly line of said last named parcel a distance of 125 feet more or less to a point on the Northerly line of the above mentioned 50 foot right of way of the North Pacific Coast Railroad Extension Company, thence Northeasterly along the said Northerly line of the 50 foot right of way to a point 50 feet Northwesterly measured radially from the point of beginning; thence Southeasterly radially, 50 feet to the point of beginning.

Excepting therefrom that portion thereof contained in the following Deeds:

- A. From Fred Genazzi, et ux, to Standard Oil Company of California, a Delaware Corporation, recorded September 5, 1951 in Book 706 of Official Records at Page 115, Marin County Records.
- B. From Fred Genazzi, et ux, to Harold Weiss, recorded December 10, 1952 in Book 779 of Official Records at Page 323, Marin County Records.
- C. From Fred Genazzi to Harold Weiss, et ux, recorded April 18, 1961 in Book 1453 of Official Records at Page 495, Marin County Records.

Parcel Three:

Beginning at a point in the Northwesterly boundary line of the parcel of land firstly described in the Deed executed by Galen Burdell to the North Pacific Coast Railroad Extension Company, recorded January 4, 1889 in Book 9 of Deeds at Page 219, Marin County Records, said point being the most Southerly corner of the parcel of land described in the Deed executed by Armando E. Campigli to George T. Dettner, et ux, recorded May 9, 1962 in Book 1568 of Official Records at Page 400, Marin County Records, thence along the Southwesterly line of said Dettner parcel, North 32° 36' 30" West (called North 32° 41' West in Deed) 478.71 feet, thence leaving said Southwesterly line North 33° 38' 47" East 848.28 feet to a point in the Westerly line of said parcel conveyed to the North Pacific Coast Railroad Extension Company, thence along said line South 1° 37' East (called North 1° 05' West R/R Deed) 443.00 feet, thence on a curve to, the right, radius of 1017 feet, through a central angle of 40° 27' 51" an arc distance of 718.25 feet to the point of beginning.

Parcel Four:

Beginning at a point in the Northerly line of said parcel conveyed to North Pacific Coast Railroad Extension Company, said point being the Northeast corner of the parcel of land, described in the Deed executed by Northwestern Pacific Railroad Company, a corporation to Fred Genazzi, recorded November 5, 1935 in Book 306 of Official Records at Page 208, Marin County Records thence along the Northerly and Westerly line of said parcel (9 Deeds 219) on a curve to the left, radius of 1017 feet, through a central angle of $61^{\circ} 11' 10''$ an arc distance of 1086.06 feet, thence North $1^{\circ} 37'$ West (called North $1^{\circ} 05'$ West in Deed) 443.00 feet, thence leaving said Westerly line North $88^{\circ} 23'$ East 50.00 feet to a point in the Easterly line of said parcel, thence along the Easterly and Southeasterly line of said parcel, South $1^{\circ} 37'$ East (called North $1^{\circ} 05'$ West in R/R Deed) 443.00 feet, thence an a curve to the right, radius of 1067 feet, through a central angle of $61^{\circ} 11' 10''$ an arc distance of 1139.45 feet, to the most Easterly corner of said Genazzi parcel, (Book 306 OR 208) thence along said Easterly line North $30^{\circ} 25' 50''$ West 50.00 feet to the point of beginning.

OFFICIAL RECORDS COUNTY OF MARIN

4023

1023

99 ATHERTON AVE.
NOVATO 94947

BOOK 2653 PAGE 385

EASEMENT

NORTH MARIN COUNTY WATER DIST
Recorded at Request of _____
at 58 Min. past 10 o'clock A.M.
Official Records of Marin County, Calif.
Date FEB - 1 1973
By N. J. Giacomini
Recorder
Fee NO FEE - C. 610

1 Under and by virtue of the authority of Title 14, United States Code,
2 Section 93(o), and Title 40, United States Code, Sections 319-319c, UNITED
3 STATES COAST GUARD, acting through the Commander, Twelfth Coast Guard District,
4 630 Sansome Street, San Francisco, California, hereinafter referred to as Coast
5 Guard, hereby grants to NORTH MARIN COUNTY WATER DISTRICT, Novato, California,
6 hereinafter referred to as District, non-exclusive easements for the purpose of
7 the construction, repair, maintenance and operation of well sites, treatment
8 plant and pipelines necessary for the supply, treatment, transmission and
9 distribution of water to Coast Guard facilities and the adjoining community
10 located at Point Reyes Station, California, in, through, and upon lands of the
11 United States, as described in Coast Guard Drawing No. E-486-02, dated 5 June 1970,
12 1st Revision dated 9 August 1971, "Record of Survey", which drawing is attached
13 hereto and made a part hereof, the property described therein being in the
14 custody of the Coast Guard at the Point Reyes Housing Site, Point Reyes
15 Station, California, said easements being more particularly described as
16 follows:

WELL SITE NO. 1

18 COMMENCING at a 3/4" Iron Pipe, Tack and Brass Disk Stamped "LS 2731"
19 set at the most Southerly corner of Parcel "C" at the Southeastly terminus
20 of the course North 32° 36' 30" West 478.71 feet, all as shown on that certain
21 Record of Survey prepared by Hool & Lockett, Lic. Land Surveyors, for the
22 U. S. Coast Guard and filed May 20, 1970 in Book 9 of Surveys at Page 21,
23 Marin County Records, and running thence North 64° 00' 30" East 299.70 feet,
24 thence North 66° 21' 45" East 295.03 feet, and thence North 41° 57' 30" East
25 99.00 feet to the True Point of Beginning of the herein described well site.
26 Thence from said True Point of Beginning South 80° 03' 00" East 20.00 feet;
27 thence North 9° 57' 00" East 20.00 feet; thence North 80° 03' 00" West 20.00
28 feet; and thence South 9° 57' 00" West 20.00 feet and returning to the True
29 Point of Beginning.

WELL SITE NO. 2

26 COMMENCING at a point which bears North 80° 03' 00" West 101.39 feet
27 from the True Point of Beginning set forth above for Well Site No. 1, and
28 running thence North 9° 57' 00" East 20.00 feet; thence North 80° 03' 00" West
29 20.00 feet; thence South 9° 57' 00" West 20.00 feet, and thence South
30 80° 03' 00" East 20.00 feet and returning to the point of commencement.

TREATMENT PLANT SITE

31 A Right of Way fifty (50) feet square and described as follows:

32 Beginning at a point on the Westerly line of that certain 60 foot right
of way described in the deed from Ellen Burdell to the North Pacific Coast
Railroad Extension Co. recorded January 4, 1889 in Book 9 of Deeds at page 219,
Marin County Records, which point is marked by that certain 3/4" Iron Pipe

BOOK 2653 PAGE 385

OFFICIAL RECORDS COUNTY OF MARIN

1 Monument with tack and brass disk stamped L.S. 2731, set at the Northeasterly
2 terminus of the course North $33^{\circ} 38' 47''$ East 848.28 feet as said course is
3 shown on that certain map entitled, "Housing San Francisco Radio Station
4 Point Reyes Station, California, Record of Survey", recorded on May 20, 1970 in
5 Book 9 of Surveys at Page 21, Marin County Records; running thence from said
6 point of beginning North $88^{\circ} 23'$ East 50.00 feet to the Easterly line of said
7 50 foot right of way (9 O.R. 219). Thence along said Easterly line South
8 $1^{\circ} 37'$ East 50.00 feet. Thence South $88^{\circ} 23'$ West 50.00 feet and returning
9 to said Westerly line. Thence along said Westerly line North $1^{\circ} 37'$ West
10 50.00 feet to the point of beginning.

11 PIPELINE

12 (a) A strip of land fifteen (15) feet in width lying 7.50 feet on each
13 side of the following described centerline:

14 COMMENCING at a point which bears North $9^{\circ} 57' 00''$ East 7.50 feet
15 from the True Point of Beginning set forth above for Well Site No. 1, and
16 running thence North $80^{\circ} 03' 00''$ West 121.39 feet; thence North $77^{\circ} 39' 08''$
17 West 91.03 feet; thence North $08^{\circ} 07' 45''$ West 102.44 feet; thence North
18 $14^{\circ} 07' 15''$ West 125.99 feet; thence North $00^{\circ} 15' 45''$ West 73.20 feet; thence
19 North $10^{\circ} 22' 00''$ West 155.24 feet; and thence North $53^{\circ} 35' 15''$ West 69.19
20 feet to a point on the Easterly line of a former railroad right of way.

21 Said strip of land being bounded on the Northwest by said Easterly
22 line of said former railroad right of way.

23 (b) A right of way twenty (20) feet in width lying ten (10) feet on each
24 side of the following described centerline:

25 Beginning at a point on the Easterly line of that certain 50 foot
26 right of way described in the Deed from Galen Burdell to the North Pacific
27 Coast Railroad Extension Co., recorded January 4, 1889 in Book 9 of Deeds
28 at Page 219, Marin County Records, which point bears North $88^{\circ} 23'$ East
29 50.00 feet and thence South $1^{\circ} 37'$ East 249.59 feet from that certain 3/4"
30 Iron Pipe Monument with tack and brass disk stamped L.S. 2731, set at the
31 Northeasterly terminus of the course North $33^{\circ} 38' 47''$ East 848.28 feet as
32 said course is shown on that certain map entitled, "Housing San Francisco
33 Radio Station Point Reyes Station, California, Record of Survey", recorded
34 May 20, 1970 in Book 9 of Surveys at Page 21, Marin County Records;
35 running thence North $53^{\circ} 35' 15''$ West 31.74 feet to the centerline of said
36 50 foot right of way (9 O.R. 219). Thence North $1^{\circ} 37'$ West 230.04 feet
37 to a point on said centerline which point bears North $88^{\circ} 23'$ East 25.00
38 feet from the aforementioned 3/4" Iron Pipe Monument (9 O. S. 21).

39 Said twenty (20) foot right of way being bounded on the Southeast by
40 the Easterly line of said 50 foot right of way (9 O.R. 219).

41 These Easements are granted subject to the following conditions:

42 1. District shall have the right of ingress to and egress from said
43 easements for purposes connected with the construction, repair, maintenance
44 and/or operation of the well sites, treatment plant and pipelines herein
45 contemplated.

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OFFICIAL RECORDS COUNTY OF MARIN

1 2. All costs and expenses incurred in the construction, repair,
2 maintenance and operation of the water system herein contemplated shall be
3 borne by the District;

4 3. No alteration or change may be made to the property encompassed by
5 this easement grant except as may be required for the construction, repair and
6 maintenance of the well sites, treatment plant and pipelines to be constructed
7 pursuant hereto. However, in no event may any alteration or change be made
8 to the property by the District without first obtaining the written approval
9 of the Coast Guard.

10 4. Coast Guard, its successors and assigns, reserves the right to full
11 use and enjoyment of the property described in this easement grant provided,
12 however, that such use and enjoyment shall not materially interfere with the
13 interests granted herein to the District.

14 5. District shall, at all times, save, protect, and defend the United
15 States, its officers, agents and employees against any and all claims, demands
16 and liabilities, whatsoever, growing out of or arising from the use and
17 occupation of said property of the United States or incident to the
18 fulfillment of the provisions and conditions set forth herein.

19 6. This easement grant may be annulled and forfeited by written declaration
20 of the Commandant for failure or refusal by the District fully and promptly
21 to comply with any condition of this grant, or for non-use of these easements
22 for a consecutive two-year period for the purpose for which granted, or for
23 abandonment.

24 7. It is a condition of this easement grant that no person in the United
25 States shall, on the ground of race, color, or national origin be excluded
26 from participation in, be denied the benefits of, or be otherwise subjected
27 to discrimination in the use of the premises. The U. S. Coast Guard reserves
28 the right to revoke and cancel this easement in the event of breach of such
29 non-discrimination condition.

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1 8. No Member of or Delegate to Congress or Resident Commissioner
2 may be admitted to any share or part of this easement, grant or to any benefit
3 therefrom.

4 Dated this 19 day of JAN, 1973.

6 UNITED STATES OF AMERICA

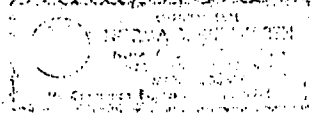
7 *Mark A. Whalen*
8 By MARK A. WHALEN
9 Vice Admiral
U. S. Coast Guard

12 Accepted by and on behalf of District
13 this 22nd day of January,
1973.

14 NORTH MARIN COUNTY WATER DISTRICT

15
16 *John Olaf Nelson*
17

18 } STATE OF CALIFORNIA,
19 } County of Marin }
20 }
21 } On this 22nd day of January in the year one thousand nine hundred and seventy-three
22 } before me, Norma B. Kuhnert, a Notary Public,
23 } State of California, duly commissioned and sworn, personally appeared
24 } John Olaf Nelson
25 } known to me to be the General Manager
26 } of the corporation described in and that executed the within instrument, and also known to me to be
27 } the person who executed the within instrument on behalf of the corporation therein named, and
28 } acknowledged to me that such corporation executed the same.



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

32 *Norma B. Kuhnert*
Notary Public, State of California.
My Commission Expires March 26, 1976

Notary's Form No. 28 - (Acknowledgment - Corporation)
C.C. No. 1884-116-11 PRINTED 1-3-63 42-0429

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EXHIBIT 1.4

OFFICIAL RECORDS COUNTY OF MARIN

99 ATHERTON AVE
NOVATO 94947

NORTH MARIN CO. W. DIST.
Recorded at Request of _____
at 58 Min. past 10 o'clock A. M.
Official Records of Marin County, Calif.
Date FEB - 1-1973 N. J. Licamini
Fee NO FEE G. C. 628 Recorder

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BOOK 2653 PAGE 389 EASEMENT

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Under and by virtue of the authority of Title 14, United States Code, Section 92(o), and Title 40, United States Code, Sections 319-319c, United States Coast Guard, acting through the Commander, Twelfth Coast Guard District, 630 Sansome Street, San Francisco, California, hereinafter referred to as Coast Guard, hereby grants to NORTH MARIN COUNTY WATER DISTRICT, Novato, California, hereinafter referred to as District, a nonexclusive easement for a water pipeline in, through, and upon land of the United States, as described in Coast Guard Drawing No. D-M-333-01, dated 16 November 1972, "Plat of 25' Easement for Water Pipeline," which drawing is attached hereto and made a part hereof, the property described therein being in the custody of the United States Coast Guard at the Point Reyes Housing Site, Point Reyes Station, California, said easement being more particularly described as follows:

Nonexclusive easement for utility purposes, being 25 feet in width, the center line of which is described as follows:

Beginning at a point on the easterly line of First Street; said point being South 21° 10' West 50.00 feet from the intersection of the courses South 50° 19' East 128.50 feet and South 21° 10' West 86.47 feet as said courses are shown on the map entitled; "Housing--San Francisco Radio Station, Point Reyes Station, California, Record of Survey," recorded May 20, 1970, in Book 9 of Surveys at page 21, Marin County records; thence along the center line of a road the following courses and tangents curves to the left:

South 61° 45' East 90.00 feet, 266.70 feet along a curve of radius 343.64 feet;

North 73° 47' East 172.00 feet, 258.03 feet along a curve of radius 864.55 ;

North 56° 41' East 80.00 feet, 356.35 feet along a curve of radius 903.41 feet;

North 34° 05' East 42.50 feet, 169.55 feet along a curve of radius 947.74 feet;

North 23° 50' East 37.00 feet, 196.82 feet along a curve of radius 735.44 feet;

North 6° 30' East 144.00 feet to the end of the road;

BOOK 2653 PAGE 389

1 Thence North 1° 37' West 523.53 feet to a point bearing
2 North 88° 23' East 27.02 feet from the intersection of
3 the courses North 33° 38' 47" East 848.28 feet and
North 80° 23' East 240.00 feet, as said courses are
shown on the map above referred to (9 Surveys '21).

4 This easement is granted subject to the following conditions:

5 1. District shall operate, maintain, and repair the water
6 line at its sole cost and expense. District, its successors
7 and assigns, further agrees to pay and reimburse Coast Guard,
8 its successors and assigns, for any damage to Coast Guard property
9 or expenses incurred by the Coast Guard by reason of the exercise
10 or use of this easement by the District.

11 2. No alteration or change may be made to the property
12 encompassed by this easement except as may be required for
13 construction, maintenance, or repair of the subject water line.
14 No alteration or change may be made to the property without
15 first obtaining the written approval of the Coast Guard.

16 3. All pipes and pipelines shall be laid and maintained
17 at a minimum depth of two (2) feet below the normal grade of
18 the ground surface, except that at the connection points with
19 the existing pipelines the pipe shall be buried to the same
20 depth as the existing pipes and gradually slope to the two (2)
21 foot minimum depth.

22 4. Coast Guard, its successors and assigns, reserves the
23 right to full use and enjoyment of the property described in
24 this easement, provided, however, that such use and enjoyment
25 shall not materially interfere with the interest granted herein
26 to the District.

27 5. District shall, at all times, save protect and defend
28 the United States, its officers, agents and employees against
29 any and all claims, demands and liabilities whatsoever, growing
30 out of or arising from the use and occupation of said property
31 of the United States or incident to the fulfillment of the
32 provisions and conditions set forth herein.

1 6. This easement may be annulled and forfeited by written
2 declaration of the Commandant for failure or refusal by the
3 District fully and promptly to comply with any condition of
4 this grant, or for nonuse of this easement for a consecutive
5 two-year period for the purpose for which granted, or for
6 abandonment.

7 7. It is a condition of this easement that no person
8 in the United States shall, on the ground of race, color or
9 national origin be excluded from participation in, be denied
10 the benefits of, or be otherwise subjected to discrimination
11 in the use of the premises. The U. S. Coast Guard reserves
12 the right to revoke and cancel this easement in the event of
13 breach of such non-discrimination condition.

14 8. No Member of or Delegate to Congress or Resident
15 Commissioner may be admitted to any share or part of this
16 easement or to any benefit to arise therefrom.

17 Dated this 3rd day of January, 1973.

18 UNITED STATES OF AMERICA

19
20 By Mark C. Wheeler

21
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23
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25 Accepted by and on behalf of
26 District this 16th day
27 of January, 1973.

28 NORTH MARIN COUNTY WATER DISTRICT

29 Stanley Nelson

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OFFICIAL RECORDS COUNTY OF MARIEN

1 6. This easement may be annulled and forfeited by written
2 declaration of the Commandant for failure or refusal by the
3 District fully and promptly to comply with any condition of
4 this grant, or for nonuse of this easement for a consecutive
5 two-year period for the purpose for which granted, or for
6 abandonment.

7 7. It is a condition of this easement that no person
8 in the United States shall, on the ground of race, color or
9 national origin be excluded from participation in, be denied
10 the benefits of, or be otherwise subjected to discrimination
11 in the use of the premises. The U. S. Coast Guard reserves
12 the right to revoke and cancel this easement in the event of
13 breach of such non-discrimination condition.

14 8. No Member of or Delegate to Congress or Resident
15 Commissioner may be admitted to any share or part of this
16 easement or to any benefit to arise therefrom.

17 Dated this 3rd day of January, 1973.

18 UNITED STATES OF AMERICA

19
20 By Mark C. White

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25 Accepted by and on behalf of
26 District this 16th day
of January, 1973.

27 NORTH MARIN COUNTY WATER DISTRICT

28 John W. Nelson

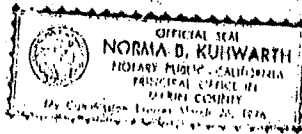


OFFICIAL RECORDS COUNTY OF MARIN

1 Attest _____

2 STATE OF CALIFORNIA
3 COUNTY OF MARIN

4 I, Norma B. Kuhwarth, a Notary Public in and for
5 the State of California, do hereby certify that
6 John Olaf Nelson is known to me to be the person
7 whose name is subscribed to the within instrument, who accepted
8 on behalf of the District the herunto annexed Easement Grant on
9 the 16th day of January, 19 73,
personally appeared before me and acknowledged the acceptance
thereof as his official act by due authority.
Given under my hand and official seal this 16th
day of January, 19 73.



Norma B. Kuhwarth

Norma B. Kuhwarth
NOTARY PUBLIC

13 My Commission expires:
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OFFICIAL RECORDS COUNTY OF MARIN

EASEMENT

1 Under and by virtue of the authority of Title 14, United
2 States Code, Section 92(o), and Title 40, United States Code,
3 Sections 319-319c, United States Coast Guard, acting through
4 the Commander, Twelfth Coast Guard District, 630 Sansome Street,
5 San Francisco, California, hereinafter referred to as Coast Guard,
6 hereby grants to NORTH MARIN COUNTY WATER DISTRICT, Novato,
7 California, hereinafter referred to as District, a nonexclusive
8 easement for a water pipeline in, through, and upon land of
9 the United States, as described in Coast Guard Drawing No.
10 D-M-333-01, dated 16 November 1972, "Plat of 25' Easement for
11 Water Pipeline," which drawing is attached hereto and made
12 a part hereof, the property described therein being in the
13 custody of the United States Coast Guard at the Point Reyes
14 Housing Site, Point Reyes Station, California, said easement
15 being more particularly described as follows:

16 Nonexclusive easement for utility purposes, being 25
17 feet in width, the center line of which is described
18 as follows:

19 Beginning at a point on the easterly line of First
20 Street; said point being South 21° 10' West 50.00 feet
21 from the intersection of the courses South 50° 19'
22 East 128.50 feet and South 21° 10' West 86.47 feet as
23 said courses are shown on the map entitled, "Housing--
San Francisco Radio Station, Point Reyes Station,
California, Record of Survey," recorded May 20, 1970,
in Book 9 of Surveys at page 21, Marin County records;
thence along the center line of a road the following
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24 South 61° 45' East 90.00 feet, 266.70 feet along
a curve of radius 383.84 feet;

25 North 73° 47' East 172.00 feet, 258.03 feet along
a curve of radius 864.55 ;

26 North 56° 41' East 80.00 feet, 356.35 feet along
a curve of radius 903.41 feet;

27 North 34° 05' East 42.50 feet, 169.55 feet along
a curve of radius 947.74 feet;

28 North 23° 50' East 37.00 feet, 196.82 feet along
a curve of radius 735.44 feet;

29 North 8° 30' East 144.00 feet to the end of the
30 road;

31
32
BOOK 2653 PAGE 333

OFFICIAL RECORDS COUNTY OF MARIN

1 Thence North 1° 37' West 523.53 feet to a point bearing
2 North 88° 23' East 27.02 feet from the intersection of
3 the courses North 33° 38' 47" East 848.28 feet and
North 88° 23' East 240.00 feet as said courses are
shown on the map above referred to (9 Surveys 21).

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5 1. District shall operate, maintain, and repair the water
6 line at its sole cost and expense. District, its successors
7 and assigns, further agrees to pay and reimburse Coast Guard,
8 its successors and assigns, for any damage to Coast Guard property
9 or expenses incurred by the Coast Guard by reason of the exercise
10 or use of this easement by the District.

11 2. No alteration or change may be made to the property
12 encompassed by this easement except as may be required for
13 construction, maintenance, or repair of the subject water line.
14 No alteration or change may be made to the property without
15 first obtaining the written approval of the Coast Guard.

16 3. All pipes and pipelines shall be laid and maintained
17 at a minimum depth of two (2) feet below the normal grade of
18 the ground surface, except that at the connection points with
19 the existing pipelines the pipe shall be buried to the same
20 depth as the existing pipes and gradually slope to the two (2)
21 foot minimum depth.

22 4. Coast Guard, its successors and assigns, reserves the
23 right to full use and enjoyment of the property described in
24 this easement, provided, however, that such use and enjoyment
25 shall not materially interfere with the interest granted herein
26 to the District.

27 5. District shall, at all times, save protect and defend
28 the United States, its officers, agents and employees against
29 any and all claims, demands and liabilities whatsoever, growing
30 out of or arising from the use and occupation of said property
31 of the United States or incident to the fulfillment of the
32 provisions and conditions set forth herein.

OFFICIAL RECORDS COUNTY OF MARIN

1 6. This easement may be annulled and forfeited by written
2 declaration of the Commandant for failure or refusal by the
3 District fully and promptly to comply with any condition of
4 this grant, or for nonuse of this easement for a consecutive
5 two-year period for the purpose for which granted, or for
6 abandonment.

7 7. It is a condition of this easement that no person
8 in the United States shall, on the ground of race, color or
9 national origin be excluded from participation in, be denied
10 the benefits of, or be otherwise subjected to discrimination
11 in the use of the premises. The U. S. Coast Guard reserves
12 the right to revoke and cancel this easement in the event of
13 breach of such non-discrimination condition.

14 8. No Member of or Delegate to Congress or Resident
15 Commissioner may be admitted to any share or part of this
16 easement or to any benefit to arise therefrom.

17 Dated this 3rd day of January, 1973.

18 UNITED STATES OF AMERICA

19
20 By Mark C. Wheeler

21
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25 Accepted by and on behalf of
26 District this 16th day
27 of January, 1973.
28 NORTH MARIN COUNTY WATER DISTRICT

29 By John J. Nelson



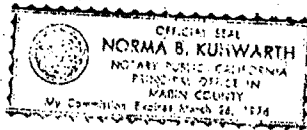
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OFFICIAL RECORDS COUNTY OF MARIN

1 Attest _____

2 STATE OF CALIFORNIA
3 COUNTY OF MARIN

4 I, Norma B. Kuhwarth, a Notary Public in and for
5 the State of California, do hereby certify that
6 John Olaf Nelson is known to me to be the person
7 whose name is subscribed to the within instrument, who accepted
8 on behalf of the District the hereto annexed Easement Grant on
9 the 16th day of January, 19 73
10 personally appeared before me and acknowledged the acceptance
11 thereof as his official act by due authority.
12 Given under my hand and official seal this 16th
13 day of January, 19 73.



Norma B. Kuhwarth

Norma B. Kuhwarth
NOTARY PUBLIC

13 My Commission expires:
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EXHIBIT 1.5 MAY BE FOUND AT

MARIN COUNTY DEPT. OF PUBLIC WORKS
1600 LOS GAMOS DRIVE, SUITE 210
SAN RAFAEL, CA 94903

EXHIBIT 1.6 MAY BE FOUND AT

MARIN COUNTY DEPT. OF PUBLIC WORKS
1600 LOS GAMOS DRIVE, SUITE 210
SAN RAFAEL, CA 94903

2019-0025159

Recorded
Official Records
County of
Marin
SHELLY SCOTT
Assessor-Recorder
County Clerk

REC FEE 41.00
CONFORMED COPY 0.00
SB2 HOUSING 75.00
DA FRAUD FEE 10.00

02:40PM 17-Jul-2019

Page 1 of 10

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

United States Coast Guard
Civil Engineering Unit Oakland
1301 Clay Street, Ste. #700N
Oakland, CA 94612-5203

Attn: David Brumley

Value Less than \$100

UNITED STATES COAST GUARD
EASEMENT
FOR
POINT REYES AFFORDABLE HOMES, L.P.,
A CALIFORNIA LIMITED PARTNERSHIP
LOCATED ON 100 COMMODORE WEBSTER DRIVE
PT. REYES STATION, MARIN COUNTY, CALIFORNIA

THE COMMANDANT OF THE COAST GUARD, hereinafter referred to as "Grantor", acting under the authority of 14 U.S.C. §504 , hereby Grants to Point Reyes Affordable Homes, L.P., a California limited partnership, hereinafter referred to as "Grantee", an easement for the right of way, over, across, in and upon lands of the United States at the military reservation in Marin County, California, for the construction, operation and maintenance of a drainage pipe, eight (8") in diameter and approximately crossing six feet across Grantor's property as displayed in the diagram hereinafter referred to as "Property", identified in EXHIBITS A, attached hereto and made a part hereof, hereinafter referred to as the "Premises". Every incident of ownership not inconsistent with the easement and enjoyment of the same, is reserved to the grantor. Grantor and Grantee, when referred to together, are hereinafter referred to as the "Parties". Any reference to "Grantee" shall include assignees, transferees and their duly authorized representatives.

This easement is granted subject to the following conditions:

1. **TERM:** This easement is hereby granted for a term of Ninety Nine (99) years, beginning 1 June 2019 and ending May 31, 2118.

2. **CONSIDERATION AND COSTS:**

a. Grantee's use of the premises is of benefit to both parties and, therefore, consideration is waived due to the benefits derived from the pipeline.

b. The use, operation, and occupation of the Premises pursuant to this easement shall be without cost or expense to the United States Coast Guard.

3. **CORRESPONDENCE:** All correspondence to be sent and notices to be given pursuant to this easement shall be addressed, if to Grantor, to Commander, Civil Engineering Unit Oakland, 1301 Clay Street, Suite 700N, Oakland, California 94612-5203, and, if to Grantee, to Point Reyes Affordable Homes, L.P., 22 Pelican Way, San Rafael, CA 94901 or as may from time to time otherwise be directed by the Parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, deposited, postage prepaid, and postmarked in a post office regularly maintained by the United States Postal Service.

4. **SUPERVISION:** The construction, operation, maintenance, repair or replacement of the pipe permitted by this easement shall be performed at no cost or expense to the Grantor and is subject to Grantor's approval. Upon the completion of any of the above activities, the Grantee shall immediately restore the premises to the condition existing immediately prior to the commencement of such activities to the satisfaction of the Grantor. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as Grantor prescribes in writing from time to time.

5. **APPLICABLE LAWS AND REGULATIONS:** The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

6. **CONDITION OF PREMISES:** Grantee has inspected and knows the condition of the Premises, and understands that the Premises are granted in as "as is, where is" condition without any warranty, representation, or obligation on the part of Grantor to make any alterations, repairs, improvements, or corrections to defects whether patent or latent. The Grantee shall inspect the facilities at reasonable intervals and immediately repair any such defects.

7. **PROTECTION OF PREMISES:** The Grantee shall be responsible for any damage that may be caused to the property of the Grantor by the activities of the Grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the Grantor damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to the Grantor, reimbursement made therefore by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said Grantor.

8. **RIGHT TO ENTER:** The right is reserved to the Grantor, its officers, agents and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the Grantee, and to make any use of the lands as may be necessary in connection with government purposes, and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

9. **TRANSFER AND ASSIGNMENTS:** Without prior written approval by the Grantor, the Grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions

and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the Grantee.

10. **INDEMNITY**: The Grantor shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the Grantee's officers, agents, or employees or others who may be on the premises at the invitation of any one of them, and the Grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

11. **SUBJECT TO EASEMENTS**: This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new Easement or route will be coordinated with the Grantee, and easements will not be granted which will, in the opinion of the Grantor, interfere with the use of the premises by the Grantee.

12. **TERMINATION**: This easement may be terminated by the Grantor upon written notice if there has been (A) a failure to comply with a term or condition of the grant, which failure continues sixty (60) days after written notice to Grantee, provided, Grantee shall have such longer time to cure such failure if reasonably necessary; (B) nonuse of the easement for a consecutive 5-year period for the purpose for which it was granted; or (C) an abandonment of the easement.

13. **HISTORIC PRESERVATION**: Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered on the Premises, Grantee shall cease its activities at the site and immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed. Any costs resulting from this delay shall be the responsibility of Grantee.

14. **ENVIRONMENTAL PROTECTION**: Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground and water. The Grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity thereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local Governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic, or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local Governmental agency are hereby made a condition of this easement. The Grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate the waters of the United States, or otherwise become a public nuisance. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state and local laws and regulations. The grantee must obtain approval in writing from said Officer before any pesticides or herbicides are applied to the premises. The Grantee shall use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

15. **NON-DISCRIMINATION:** The Grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the premises.

16. **DISCLAIMER:** This instrument is effective only insofar as the rights of the Grantor are concerned, and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any permit or license which may be required by Federal, state or local statute in connection with use of the premises.

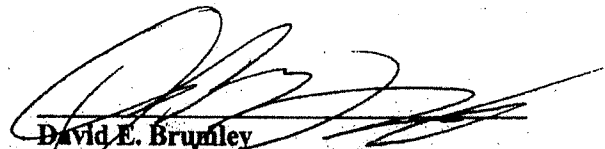
17. **AVAILABILITY OF FUNDS:** The obligations of Grantor under this easement shall be subject to the availability of appropriated funds. No appropriated funds are obligated by this easement.

18. **AMENDMENTS:** This easement may only be modified or amended by the written agreement of the Parties, duly signed by their authorized representatives.

19. **ENTIRE AGREEMENT:** It is expressly understood and agreed that this written instrument embodies the entire agreement between the Parties regarding the use of the Premises by the Grantee, and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth herein.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the
Commandant of the United States Coast Guard, this 17 day of July, 2019.

UNITED STATES OF AMERICA
By the Commandant of the Coast Guard



David E. Brumley
Real Estate Contracting Officer
US Coast Guard

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Marin)

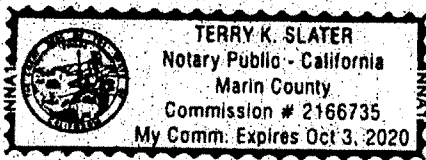
On July 17, 2019 before me, Terry K. Slater, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared David Brunley
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Terry K. Slater
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

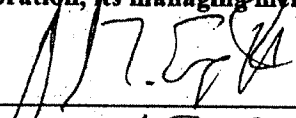
Signer Is Representing: _____

This easement is also executed by Grantee this 15th day of July, 2019.

Point Reyes Affordable Homes, L.P., California limited partnership

By: Point Reyes Affordable Apartments, LLC, a California limited liability company, Its General Partner

By: EAH Inc., a California nonprofit public benefit corporation, its managing member

By: 

David T. Egan II

Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

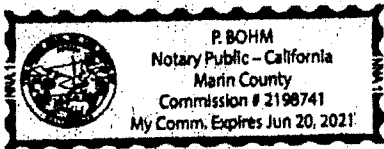
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Marin)
On July 15, 2019 before me, P. Bohm, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared David T. Egan
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature P. Bohm
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

EXHIBITS

Exhibit A—Map of Premises

Map may be found at
Corporate office of
EAH Inc.
22 Pelican Way
San Rafael, CA 94901

Exhibit B—Description of Premises

**LEGAL DESCRIPTION
For
DRAINAGE EASEMENT**

Situated within the County of Marin, State of California, and within Section 21, Township 3 North, Range 9 West, Mount Diablo Meridian, and described as follows;

Being a portion of the Lands of United States of America as shown on that particular Record of Survey shown in Book 9 Official Surveys at Page 21, Marin County Records, as Parcel A, and being more particularly described as follows;

An EASEMENT 10 feet in width over said parcel for Drainage facilities, the centerline described as follows:

the POINT OF COMMENCEMENT being at the most northeasterly terminus of that certain course shown as S 46°01'42" W and marked by an untagged ¾" iron pipe as shown on that particular Record of Survey shown in Book 9 Official Surveys Page 21, Marin County Records;

thence South 32°36'30" East, 478.70 feet;

thence southwest along that particular curve shown with radius 1017.00 feet on said Record of Survey, concave to the right, 166.45 feet to the POINT OF BEGINNING;

thence South 04°40'39" East, 16.00 feet;

Portion of A.P.N. 119-240-73

Basis of Bearings: The bearings contained herein are based on a line bearing South 46°01'42" West between found iron pipes as shown on the Record of Survey filed in Book 9 Official Surveys Page 21, Marin County Records.

THIS INDEMTURE, made this 9th day of April, 1935, between NORTHWESTERN PACIFIC RAILROAD COMPANY, a corporation, first party, and FRED GENAZZI, second party: WITNESSETH: That said first party, for and in consideration of the sum of Ten (10) Dollars, lawful money of the United States of America, to it paid by the said second party, the receipt whereof is hereby acknowledged, does by these presents, remise, release and forever quitclaim unto the said second party, and to his heirs and assigns, all that certain piece or parcel of land situate, lying and being in the County of Marin, State of California, more particularly described as follows, to-wit:

BEGINNING at the most easterly point of that certain parcel of land described in deed made by George Plummer, dated March 23, 1917 and recorded March 30, 1917, in Book 186 of Deeds, page 432, Records of Marin County, said point being also 25 feet southeasterly, radially from a point on a curve concave to the North of a radius of 1042 feet, being the center line of the original 50 foot right of way of the North Pacific Coast Railroad Extension Company, now Northwestern Pacific Railroad Company, acquired from Galen Burdell by deed dated January 2, 1889 and recorded January 4, 1889, in Book 9 of Deeds, page 219, Marin County Records; thence southwesterly, along the southeasterly line and its production southwesterly of the said land acquired from Plummer, a distance of 496.4 feet, more or less, to a point on the southerly line of that certain parcel of land described secondly in deed made by Galen Burdell to the North Pacific Coast Railroad Extension Company, now Northwestern Pacific Railroad Company, dated January 2, 1889, and recorded January 4, 1889 in Book 9 of Deeds, page 219, Marin County Records; thence westerly along said southerly line and the southerly line of that certain parcel of land described firstly in deed made by James B. Burdell, as executor of the last will and testament of Galen Burdell, to the Northwestern Pacific Railroad Company, dated April 24, 1909, and recorded May 18, 1909 in Book 121 of Deeds, page 367, Records of Marin County; a distance of 293.3 feet more or less to a point on the northeasterly line of that certain parcel of land described firstly in that certain deed made by Northwestern Pacific Railroad Company to Henry R. Bell, et ux, dated January 12, 1917, and recorded February 24, 1917 in Book 185 of Deeds, page 300, Records of Marin County; thence northwesterly, along the said northeasterly line a distance of 94.2 feet, more or less, to a point in the Easterly line of First Street in the Town of Point Reyes; thence northerly along the said easterly line of First Street a distance of 182.2 feet, more or less, to the most northerly point of that certain parcel of land described secondly in deed made by James B. Burdell, as executor of the last will and testament of Galen Burdell, to the Northwestern Pacific Railroad Company, dated April 24, 1909, and recorded May 18, 1909 in Book 121 of Deeds, page 367, Records of Marin County; thence southeasterly, along the northeasterly line of said last named parcel a distance of 125 feet, more or less, to a point on the northerly line of the above mentioned 50 foot right of way of the North Pacific Coast Railroad Extension Company; thence northeasterly, along the said northerly line of the 50 foot right of way to a point 50 feet northwesterly, measured radially, from the point of beginning; thence southeasterly, radially, 50 feet to the point of beginning, containing 2.16 acres, more or less. Being portion of that certain parcel of land described firstly and all of that certain parcel of land described secondly in that deed made by James B. Burdell, as executor of the last will and testament of Galen Burdell, to the Northwestern Pacific Railroad Company, dated April 24, 1909 and recorded May 18, 1909 in Book 121 of Deeds, page 367, Marin County Records, and portion of those certain parcels of land described firstly and secondly in that deed made by Galen Burdell to the North Pacific Coast Railroad Extension Company, now Northwestern Pacific Railroad Company, dated January 2, 1889 and recorded January 4, 1889, in Book 9 of Deeds, page 219, Marin County Records, and all that certain parcel of land described in deed made by George Plummer to the Northwestern Pacific Railroad Company, dated March 23, 1917 and recorded March 30, 1917 in Book 186 of Deeds, page 432, Marin

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thereunto belonging, or in anywise appertaining, and the reversions and reversions, remainder and remainders, rents, issues and profits thereof. TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances, unto the said second party and to his heirs and assigns forever. The above described land as hereby conveyed is not necessary or useful in the performance of the duties of the said first party to the public. IN WITNESS WHEREOF, the said first party has caused these presents to be executed by its officers thereunto duly authorized and its corporate seal to be hereunto affixed the day and year first above written.

NORTHWESTERN PACIFIC RAILROAD COMPANY,

By W. A. Worthington, Vice President.

Attest G. L. King, Secretary.

(CORPORATE SEAL)

Entered in Record Book (12)

W. B. Burris,

By J. L. Dearing

Description Correct; W. H. Kirkbride, Chief Engineer.

Form Approved: A. E. Stewart, Contract Attorney. RWC

STATE OF CALIFORNIA)
City and County of San Francisco) ss.

On this 10th day of April, in the year One Thousand Nine hundred and thirty-five, before me, Frank Harvey, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared W. A. Worthington, known to me to be the Vice President and G. L. King, known to me to be the Secretary, of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named, and they acknowledged to me that such corporation executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the City and County of San Francisco, the day and year in this certificate first above written.

(SEAL)

Frank Harvey,
Notary Public in and for the City and County of
San Francisco, State of California.

My commission expires June 20, 1935.

Filed for record and recorded at the request of
Bank of America, Ft. Reyes Sts. Nov. 5, 1935, at 46 min. past 9 O'clock, A.M.

J. W. Fallon, Recorder

Rec. Fee \$2.00

By *J. S. Barstow* Deputy.