OWNER’S CERTIFICATE
The undersigned are the only persons having any record title interest to the land subdivided and shown on this map, do hereby consent to the preparation and recordation of this map, and we are all who are necessary to pass clear title to the land subdivided and shown hereon.

The undersigned hereby irrevocably offer their dedication to public use the drainage easements as shown hereon. The easements hereinbefore referred to for dedication shall be kept open and free from permanent buildings and structures of any kind. The legal agency of any other municipal corporation, agency, public utility company, or district shall have the right of access to and upon all such easements for the purpose of improving, maintaining, or repairing such easements and facilities within them; however, said right shall not impose upon said legal agency, corporation, agency, company, or district the obligation of maintenance, improvement, or repair.

San Domenico School for Girls, a corporation, owner

INSTRUMENT ACKNOWLEDGMENT

State of California

On this 25th day of May, 1984, before me, the undersigned, a Notary Public in and for said State and County, personally appeared [signature of Notary Public]

INUVITI CORP.

A Corporation, and personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within and foregoing instrument and he acknowledged to me that he executed the same on behalf of said Corporation, as attorney.

COUNTY TAX COLLECTOR’S CERTIFICATE

I, the undersigned, on behalf of the Tax Collector of the County of Marin and Cities therein, State of California, hereby certify that there are no taxes for unpaid taxes, County or City, or special assessments collected as taxes except taxes or special assessments not yet payable against the tax or subdivision of land shown herein or any part thereof.

Signed this 25th day of May 1984.

Tax Collector

COUNTY SURVEYOR’S CERTIFICATE

This map conforms with the requirements of the Subdivision Map Act and local ordinance as the request of the County Surveyor.

On behalf of the public, the County Surveyor certifies all assessments.

COUNTY SURVEYOR

In Witness Whereof, I have hereunto set my hand and seal this 12th day of June, 1984.

PARCEL MAP

LANDS OF THE SAN DOMENICO SCHOOL FOR GIRLS
1370 O.R. 49
RANCHO CANADA DE HERRERA
COUNTY OF MARIN - CALIFORNIA

BEING A PORTION OF THE JANUARY 1984
ANNEIG - DOYLE
LICENSED LAND SURVEYORS
160 HELENS LANE, MILL VALLEY, CA

INSTRUMENT NOTARIZED:

A.R. 388-28 SHEET 1 OF 4 80-492

COUNTY SURVEYOR

INUVITI CORP.

A Corporation, and personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within and foregoing instrument and he acknowledged to me that he executed the same on behalf of said Corporation, as attorney.
ACKNOWLEDGEMENT (OWNER)

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

ON THIS 8th DAY OF SEPTEMBER, 1991, BEFORE ME,
Olivier R. R. Rusu, A Notary Public in and for Said County AND STATE, PERSONALLY APPEARED Dawn B. Willkommen
AND
Heike J. Hefner, PERSONALLY KNOWN TO ME TO BE THE PERSON(S) WHO EXECUTED THE WRITING (S) HEREIN DESCRIBED.

IN WITNESS WHEREOF, I, HAVE HEREunto set my hand and affixed my official seal in the county of San Diego, in the state of California, this 10th day of May, 1991.

Dawn B. Willkommen
Notary Public in and for the County of San Diego, State of California

Clerk of the Board of Supervisors' Statement

I, THE UNDERSIGNED, BEING OF THE AGE OF MAJORITY, Resident of MARIN CITY, State of California, do hereby DEED to the Undersigned, COUNTY SURVEYOR OF THE COUNTY OF MARIN, for the sum of ONE DOLLAR and 0/100THS OF A DOLLAR, and for the further CONSIDERATION paid by the Undersigned, the following described land, to wit:

PARCEL MAP
LANDS OF FALLAT (MATULIS)
(DOC NO. 91-3416)
SLEEPY HOLLOW, MARIN COUNTY, CALIFORNIA

This map is being filed forthwith as an act in recording the herein described lands and is recorded in accordance with all applicable laws and regulations. The information contained on this map is true and correct to the best of the knowledge and belief of the undersigned. The map is intended to be used without reliance on any part of the map to record or identify the lands described therein.
SAN ANSELMO HOLDING CORP., a corporation, the first party, hereby grants to
E. A. WILLARD, the second party, all that real property situated in the County of Marin, State of California, described as follows:

Beginning at a point which bears N. 39° 41' 37" W. 5918.223 feet from the northwestern corner of that certain parcel of land containing 36.11 acres, conveyed by the San Anselmo Holding Corp., a Corporation, to California Pacific Title & Trust Company, a Corporation, described as follows, and recorded September 1, 1937, in Volume 267 of Official Records at page 225, Marin County Records, said northwestern corner being also the southwestern corner of that certain parcel of land containing 41.687 acres, conveyed by San Anselmo Holding Corp., a Corporation, to California Pacific Title & Trust Company, a Corporation, described as follows, and recorded May 22, 1938, in Volume 273 of Official Records at page 215, Marin County Records, and running thence N. 29° 06' 55" W. 1509.869 feet; S. 111° 51' 00" E. 135.56 feet; N. 204.52° S. 95.577 feet; E. 50° 15' 0" 139.595 feet; S. 77° 10' 0" 202.589 feet; E. 50° 30' 0" 103.070 feet; S. 65° 55' 0" 132.927 feet; E. 10° 33' 0" 379.105 feet; W. 12° 50' 0" 197.449 feet; N. 58° 10' 0" 79.211 feet; S. 37° 47' 0" 241.934 feet; S. 54° 00' 32" W. 402.155 feet; S. 27° 00' W. 373.026 feet; S. 64° 58' 0" 370.077 feet; S. 56° 21' 0" 172.152 feet; W. 66° 24' E. 299.083 feet; W. 86° 32' 50" E. 536.696 feet; S. 69° 06' 30" W. 193.102 feet, to the point of beginning, CONTAINING 20 ACRES.

The above described property is conveyed subject to the following express conditions, to wit:

1. That prior to January 1, 1961, said property shall not be used or occupied by any person or persons not of the Caucasian White race;

2. That prior to January 1, 1961, no business shall be conducted on said premises and any buildings constructed thereon shall be single family dwellings;

3. That prior to January 1, 1961, said property shall not be subdivided into lots having an area of less than one-quarter acre;

4. That prior to January 1, 1961, no improvements shall be constructed on said property to cost less than Three Thousand ($3000.00) dollars, and in conveying said property out in parcels, E. A. Willard shall place the following restriction against the property, to wit: That prior to January 1, 1961, no improvements shall be constructed on said property until the exterior plan of said improvements has been approved by E. A. Willard or his nominees.

IN WITNESS WHEREOF, the said first party, by its officers thereunto duly authorized by resolution of its board of directors, has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed, this 15th day of Jan. 1937.

Approved

E. A. Willard
(Corporate Seal)

SAN ANSELMO HOLDING CORP.

By W. O. Lang, Pres.

By Walter Graf, Sec'y-Treas

State of California
City and County of San Francisco

On this 14th day of January in the year One Thousand Nine Hundred and Thirty-seven before me, Catharine E. Keith, a Notary Public in and for the said City and County, residing therein, duly commissioned and sworn, personally appeared W. O. Lang and Walter Graf, known to me respectively to be the President and Secretary-Treasurer 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, State of California, my commission expires October 20, 1938.

(Seal) Catharine E. Keith, Notary Public in and for the City and County of San Francisco, State of California. My commission expires October 20, 1938

Filed for record and recorded at request of San Rafael Land Title Co., Dec. 5, 1937 at 6:30 p.m. by W. O. Lang, Recorder, by W. O. Lang, Recorder.
THIS INDEEDURE, made this 13 day of Jan., 1957, by and between SAN ANSELMO HOLDING CORP., a corporation, first party, hereinafter called Lessor, and H. A. WILLARD, second party, hereinafter called Lessee, WITNESSETH: That Lessor does by these presents lease and demise unto Lessee all that certain property situate in the County of Marin, State of California, described as follows, to-wit:

COMMENCING at the northwesterly corner of that certain parcel of land containing 38.41 acres conveyed by the San Anselmo Holding Corp., a corporation, to the California Pacific Title & Trust Company, a corporation, by deed dated August 8, 1955, and recorded September 1, 1955, in Volume 267 of Official Records at page 423, Marin County Records, said northwesterly corner being also the southwesterly corner of that certain parcel of land containing 81.687 acres, conveyed by the San Anselmo Holding Corp., a corporation, to California Pacific Title & Trust Company, a corporation, by deed dated May 22, 1954 and recorded May 25, 1954, in Volume 273 of Official Records at page 213, Marin County Records; thence northerly and northwesterly along the westerly line of said 81.687 acre parcel, the following courses and distances: Northerly along the arc of a curve to the left whose center bears N. 37° 6' 6" W. and whose radius is 1208.91 feet distance 162.466 feet, thence along a curve to the left whose center bears S. 84° 32' W. and whose radius is 2060 feet distance 641.246 feet to the point of beginning of the property herein described, thence from said point of beginning S. 54° 51' 5" W. along the center line of a 20 foot roadway, 109.945 feet, thence along a curve to the right whose center bears N. 31° 59' W. and whose radius is 50 feet distance 75.091 feet, thence N. 37° 51' 40" W. 307.173 feet, to the center of a 40 foot road turn-around terminating said 20 foot roadway, thence N. 37° 51' 40" W. 318.850 feet; thence N. 6° 12' 23" W. 121.531 feet; thence N. 54° 02' 50" W. 37.009 feet; thence N. 60° 43' 10" W. 50.400 feet; thence N. 7° 40' W. 100.000 feet; thence N. 39° 20' W. 24.000 feet; thence N. 30° 26' W. 26.000 feet; thence N. 14° W. 31.000 feet; thence N. 5° W. 21.000 feet; thence N. 2° 41' W. 91.000 feet; thence 60° 11' W. 105.112 feet to the center line of a 40 foot roadway, thence along said center line W. 70° 39' 30" W. 545.130 feet, thence W. 19° 20' 30" N. 20.000 feet to the easterly line of said 40 foot roadway, thence leaving said roadway and running S. 68° 10' 50" W. 111.807 feet; thence E. 23° W. 267.367 feet; thence E. 4° 28' W. 276.157 feet; thence N. 5° 29' W. 124.799 feet; thence N. 70° 10' 20" W. 355.995 feet; thence N. 31° 56' 10" W. 223.143 feet; thence N. 23° 51' 30" W. 200.000 feet, thence along a curve to the right whose center bears S. 16° 52' 50" E. and whose radius is 740 feet distance 560.099 feet, thence N. 58° 27' 55" W. 314.839 feet; thence N. 6° 18' 30" W. 391.000 feet; thence N. 48° 34' 50" W. 615.325 feet; thence N. 15° 06' 50" W. 1140.576 feet; thence N. 86° 06' 40" W. 356.666 feet; thence N. 6° 07' 40" W. 103.423 feet; thence N. 39° 06' 55" W. 183.829 feet; thence N. 11° 46' 30" W. 135.456 feet; thence N. 6° 20' 30" W. 95.547 feet; thence N. 3° 13' W. 196.593 feet; thence W. 7° 10' W. 302.050 feet; thence W. 30° 50' W. 103.070 feet; thence S. 6° 45' W. 18.978 feet; thence N. 48° 31' W. 378.265 feet; thence S. 68° 30' W. 197.119 feet; thence S. 59° 50' 50" W. 292.111 feet; thence E. 8° 57' W. 261.958 feet; thence N. 62° 42' 30" W. 218.880 feet; thence N. 70° 21' 10" W. 289.155 feet; thence N. 6° 51' 30" W. 158.683 feet; thence N. 37° 02' 48" W. 568.978 feet; thence S. 37° 51' E. 621.675 feet; thence 25° 17' 10" E. 158.500 feet; thence 57° 32' 50" E. 284.049 feet; thence E. 25° 20' W. 1329.137 feet to the easterly boundary line of the Sleepy Hollow Ranch, thence along said boundary line S. 19° 20' E. 1059.669 feet, thence leaving said ranch line and running S. 56° 25' W. 1353.950 feet to a point which bears N. 33° 55' 17" W. 1904.818 feet from the point of beginning, thence S. 37° 50' 56" W. 384.561 feet; thence S. 6° 37' 30" W. 635.981 feet; thence S. 49° 11' 20" W. 1053.222 feet; thence S. 40° 46' 30" W. 294.817 feet; thence S. 60° 25' E. 961.893 feet; thence S. 57° 30' E. 878.286 feet; thence S. 25° 45' 45" E. 677.666 feet; thence S. 50° 20' W. 250.000 feet, thence along a curve to the right whose center bears S. 6° 15' 59" W. and whose radius is 2060 feet distance 50875 feet to the point of beginning.

EXCEPTING THEREFROM the following portions of hereinafore described property, which are reserved by Lessor for public roadway purposes, which said reservation shall include the right to install public utilities together with such devices therefor as Lessor may deem
suitable, together with the right to assign all interest as to installation of public utilities to any municipal or utility company over and upon said easement, and together with the right to construct thereon roadways, said exceptions being as follows, to wit: 

(A) Subject to an easement for roadway purposes, over a strip of land 40 feet wide, lying 20 feet on each side of the following described center line: BEGINNING at a point on the southwest corner of the above described property at the intersection of two courses reading N. 85° 08' 40" W. 105,118 feet and N. 70° 39' 30" W. 456.13 feet, and running along a curve to the left whose center bears N. 13° 20' 30" E. and whose radius is 100 feet distance 124,438 feet, thence N. 38° 05' 20" E. and tangent to the preceding course 186,838 feet to a roadway known as Butterfield Road.

(B) Subject to an easement for roadway purposes over a strip of land 20 feet in width lying 20 feet at right angles northeasterly from that portion of the above described property as follows: BEGINNING at a point on the southeasterly boundary of said property at the intersection of the two courses reading N. 85° 08' 40" W. 105,118 feet and N. 70° 39' 30" W. 456.13 feet; thence N. 70° 39' 30" W. 456.13 feet.

(C) Subject to an easement for roadway purposes over a strip of land 10 feet in width lying 10 feet at right angles northerly and easterly from that portion of the above described property as follows: BEGINNING at the true point of beginning of the above described property and running thence South 55° 21' West 109,913 feet; thence along the arc of a curve to the right tangent to the preceding course with a radius of 50 feet and a central angle of 83° 45' 20" a distance of 73,091 feet, thence North 57° 55' 40" West 307,173 feet to the center of a 10 foot radius turn-around terminating said roadway.

(D) Subject to an easement over a certain 80 foot roadway known as Butterfield Road, leading to the beginning of said property northeasterly to the Club house on said property. As to roadway herein set forth as exception "D", the Lessee agrees, at his own expense, to grade, rock and fill said road from the entrance gate of Sleepy Hollow Acres to the Club House site, and agrees at his own expense to maintain said road for the period of this lease, excepting bridge and fill constructed by Bottini Brothers for San Anselmo Holding Corp., as per agreement between San Anselmo Holding Corp. and Sleepy Hollow Properties, Incorporated, dated June 8, 1954, to which improvements Bottini Brothers have a continuing maintenance obligation.

IT IS UNDERSTOOD that in the event said bridge and fills shall wash out and be repaired by Bottini Brothers, the Lessee will repair the road surface affected thereby. IT IS FURTHER PROVIDED that in the event Lessee can secure the acceptance of said road by the county of Marin, and the maintenance of said road by said County, the parties hereto agree to cause said road to be dedicated to said County and dedicated for public road. The parties hereto agree that said road shall be kept open as a public road for the benefit of both parties hereto. IT IS UNDERSTOOD AND AGREED that the demised area shall be 160 acres, including roadway easements (with the exception of easement "D"), and in the event said area as hereinabove described should exceed 160 acres, then the area shall be reduced in such places as may be mutually agreed upon between the parties.

The term of this lease shall be fifteen (15) years beginning on the first day of January, 1957, at the total rent or sum of Fifteen ($15.00) dollars, payable in the following manner, to wit: $1.00 on the first day of January, 1957, and a like payment on the first day of each following year for the lease period; the further and principal consideration passing to Lessee is the undertaking hereby made by the Lessee that he will use said property for the sole purpose of conducting a golf course, club house and such appurtenant activities as may complement the operation of a first-class golf course on said property. Lessee agrees, at his own expense, to operate an eighteen-hole golf course on said property, and, at his own expense, to maintain said course and to keep the fairways and greens in good condition, and, generally, to maintain said golf course in a manner comparable to similar golf courses in California for the lease period.
Lessee agrees that demised property shall not be used for any purpose except that of a golf course, saving and excepting such portions thereof to be used as a club house in connection with the operation of the golf course, or for such collateral recreational purposes as a swimming pool, guest cottages, or other kindred purpose directly connected with the operation of a golf course. Reference is hereby made to certain map attached to this lease, upon which certain roadway easements are depicted, showing the respective widths of said easements.

It is understood and agreed that as required for adjacent subdivisions the lessor shall have the right to construct roads over and upon said easements and to use said roads for public roads. It is further understood and agreed, as to all such road easements, or any road easement hereinafter reserved or granted, that the lessor shall have the right to install and maintain public utility services, together with the right to assign its interests to such easements to any municipal or utility company. It is further understood and agreed that the lessee shall have the right to use all roads depicted on said map in connection with the development of a certain 40-acre tract which is being deeded to lessee concurrently with the execution of this lease, and the lessee agrees that in the event he shall cause roads to be constructed on said 40-acre parcel, all of such roads shall be open to the public, and they may be used by lessor and any persons purchasing property from lessor adjacent to said 40-acre parcel. It is understood and agreed that the location of easements shown on attached map are approximate only, and do not take into consideration possible changes necessitated by the contour of the land. The lessee hereby agrees that in the event the lessor shall cause a survey to be made for the construction of a roadway at the approximate location of any easement shown on attached map, taking due allowances for changes necessitated by the contour of the land, the lessee will execute a grant of easement over such area as may be described in road surveys prepared by lessor, and said survey shall supersede the any easement which it replaces. It is further understood and agreed that the subdivision of adjoining property may require the construction of certain roadways not indicated on attached map, and the lessee hereby agrees that if, in the judgment of Funnell, Fares and Hutchison, Civil Engineers, further easements are required to provide access to adjoining property, it will grant said easements over demised property, provided, however, that due care shall be taken in locating said easements not to interfere unduly with fairways or greens constructed on demised property. In the event Funnell, Fares and Hutchison should be unable or unwilling to act in the matter herein referred to, the rights and discretionary powers herein vested in them shall be vested in such licensed Civil Engineer as may be employed by lessor; it is understood and agreed that lessor shall cause the property herein leased to be separately assessed by county authorities, and shall make whatever arrangements are necessary to pay all taxes thereon up to June 30, 1937.

It is further understood and agreed, however, that prepayment of taxes shall be made as of January 1, 1937 and that lessee shall pay lessor a proportionate amount of taxes paid to June 30, 1937, based on the golf course area and on the 40-acre parcel, which cannot be reassessed until the period beginning June 30, 1937. It is understood and agreed as to the golf course area for the period beginning July 1, 1937, lessee shall pay all taxes on said property including any improvements now existing or hereafter made by lessee for the balance of the lease period.

In the event a golf course is not maintained continuously on the demised property, as herein provided, this lease shall cease and terminate at the election of the lessor. It is understood and agreed that the waiver by the lessor of any covenants herein contained shall not vitiate the same, or any other covenant herein contained, and that the terms and conditions contained herein are to apply to and bind the successors or assigns of each of the parties hereto. The lessor hereby gives lessee the right and privilege of purchasing the property herein demised for the sum of SIXTEEN THOUSAND AND 50/100 ($16,000.00) dollars, at any time during the lease period.

It is further understood and agreed that in the event said property is purchased by lessee it shall be deeded subject to the condition that prior to January 1, 1952 said property shall be used
WITNESSETH: That said Trustor hereby grants, conveys and confers unto said Trustee the following described real property situated in the County of San Mateo, State of California, to wit:

The Northerly 100 feet, front and rear measurements of the Southerly 100 feet, front and rear measurements, of Lot 1 in Block 37 as designated on the map entitled "Plat of San Mateo Town Co., California," which was filed in the office of the Recorder of the County of San Mateo, State of California, on January 19, 1925, in Liber 11 of Maps at page 76.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any way appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and warranting the title to said premises.

AND ALSO, all the estate, right, title and interest, vested or otherwise, or any other claim or demand, as well in law as in equity, which the Trustor now has or may hereafter acquire in, or to, the said premises, or any part thereof, with the appurtenances.

TO HAVE AND TO HOLD the same unto said Trustee, and its successors, upon the trust hereinafter expressed, namely:

FIRST: As security for the payment of FIFTEEN HUNDRED and no/100 ($1500.00) dollars in lawful money of the United States with interest thereon, according to the terms of a promissory note of even date herewith, the principal payable in one hundred twenty installments of Eighteen and 88/100 Dollars ($18.88) each, payable monthly, after date, executed by said Trustor to said Beneficiary.

SECOND: As security for the payment of any additional sum or sums as may be hereafter advanced by said Beneficiary to and evidenced by the note, or notes, of said Trustor, not however at any time in an amount or amounts which, when added to the unpaid portion of the original principal note then secured hereby, shall exceed the aggregate sum of $20000.00 and interest thereon as by said notes provided.

THIRD: As security for the payment of all other moneys that may become due said Trustee and Beneficiary, or either of them, pursuant to this instrument.

FOURTH: During the continuance of these trusts, said Trustee and Beneficiary, or either of them, are authorized to keep the buildings on said lands insured in favor of said Beneficiary against loss by fire, (and at the option of said Trustee and Beneficiary against loss by earthquake) not exceeding their value; it being agreed that in the event of a loss, the amount collected and/or any policy of insurance on said property may, at the option of the Beneficiary, be credited upon any indebtedness secured hereby; or said amount, or any portion thereof, may be released to said Trustee, said Trustee or Beneficiary, or either of them, are authorized at any time, without notice, to pay all taxes, assessments, liens and encumbrances on or affecting said trust property, to remove, litigate, or compromise, without notice to said Trustor, all adverse claims thereto, to enter, hold, protect, cultivate, repair and care for said property, including improvements, trees, vines and crops thereon, as they, or either of them may fit, and to collect the rents, issues and profits, all at the cost and charge of said Trustor, and the expenses of everything so done, including attorney's fees of said Beneficiary or Trustee, or either of them, shall be payable from said Trustor to said Beneficiary in lawful money of the United States as soon as incurred, and shall bear interest at the rate fixed in said note.

FIFTH: In case said Trustor shall fail to pay said first-mentioned note, with interest, according to its terms, and also pay all additional sums hereunder, with interest thereon, and also all other moneys he shall be liable for hereunder, then these trusts shall cease and said Trustee or its successors, shall recover said trust property without any warranty to said Trustor, at the cost of such person. Any part of said property may be reconveyed at the request of said Beneficiary.

SIXTH: Should a breach or default be made in the performance of any obligation for which this Bond of Trust is security, or in the performance on the part of said Trustor of any obligation in this agreement by said Trustor agreed to be kept and performed, then, or at any time thereafter, the holder or holders of any note or notes, or (indebtedness mentioned as security hereof, may elect to declare all sums secured hereby to be immediately due and payable, and cause the property hereby granted to be sold in order to accomplish the objects of these Trusts;
and, upon such election, shall record in the office of the Recorder of the County wherein the aforesaid grantee resides, or some part thereof, in a manner to be prescribed by the Recorder of said County, said notice of such breach or default and of such election to sell said property to satisfy said obligations.

After three months shall have elapsed following said recording of said notice, said Trustees, without demand on said Trustor, shall sell said property in such parcels and at such times and places as it shall seem best to accomplish the objects of these trusts, having first given notice of the time and place of such sale or sales, in the manner and for such time not less than required by law for sales of real property upon execution, and by posting a copy of such notice in some conspicuous place on the property to be sold, at least twenty days before date of sale.

Said Trustees may from time to time, postpone the sale of all, or any portion of said property by publishing a notice of postponement once a week in the same newspaper in which the original notice of sale was published and by posting in the places designated in said Section 692 of the Code of Civil Procedure.

At the time and place so advertised, or to which such sale may be postponed, said Trustees shall sell the property so advertised or any part or portions thereof at auction to the highest bidder for cash in lawful money of the United States, and any Beneficiary hereunder may become a purchaser at such sale, and upon such sale said Trustor shall execute and after due payment made shall deliver to the purchaser a deed of the property so sold, but without covenant or warranty express or implied, regarding the title or encumbrances, and out of the proceeds thereof shall pay, first, the expenses of sale of these trusts, including reasonable compensation for his services, also including therein counsel fees, in an amount equal to five per cent. (5%) of the amount secured hereby and remaining unpaid, and the cost of procuring a Policy of Title Insurance, certificate of Title or an Abstract of Title to time of sale, all to accrue on any default by said Trustor hereunder; next, all amounts with interest due from said Trustor pursuant to paragraph fourth of this instrument; then, all additional loans, with interest, outstanding under paragraph second hereof; then, the amount, including interest unpaid upon first mentioned note; and lastly, the surplus, if any, to the person legally entitled thereto.

In any deed executed under these trusts, the recital of amount of indebtedness, default, recording, application of Beneficiary, posting, publication, sale, purchase, price, and of any other matters, shall be conclusive proof of such indebtedness, default, recording, application, posting, publication, sale, purchase price, and all other matters recited, and such deed shall be evidential and conclusive against said Trustor and all persons, and shall entitle the purchaser to immediate possession of the property thereby conveyed and a receipt therein for the purchase money shall discharge such purchaser from all obligations to see to the proper application of said money.

SEVENTH: Said Beneficiary may at any time by instrument in writing appoint a successor to, or discharge and appoint a new Trustee in lieu of any Trustee or Trustees named herein or acting hereunder, which instrument executed and acknowledged by such Beneficiary, and recorded in the office of the County Recorder of the County of Santa Clara where said land is situated, shall be conclusive proof of the proper substitution of such successor or new Trustees or Trustees, who shall have all the estate, powers, and duties of said Trustee predecessor.

All the provisions of this instrument shall apply to and bind the legal representatives, successors, and assigns of each party hereto, respectively.

IN WITNESS WHEREOF, the Trustor has executed these Presents.

M. H. Lynch
Bertha E. Lynch

TRUSTEE'S ADDRESS:
STATE OF CALIFORNIA,
County of Santa Clara
On this 28 day of February 1926, before me, ROBERT C. BOLMIA a Notary Public in and for said County of Santa Clara, State of California, residing therein, duly commissioned and sworn, personally appeared M. H. LYNCH and BERTHE E. LYNCH, his wife, known to me to be the persons described in and 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
H. A. WILLARD and ALICE C. WILLARD, his wife, the first parties, hereby sever to EDWARD R. KAREL, the second party, all that real property situated in the County of Marin, State of California, described as follows:

Beginning at a point which bears North 50° 41' 55" East 970.216 feet from the northwesterly corner of that certain parcel of land containing 36.41 acres, conveyed by the San Anselmo Holding Co., a corporation, to the California Pacific Title & Trust Co., a corporation, by Deed dated August 6, 1933 and recorded September 1, 1933 in Liber 267 of Official Records, at page 429, Marin County Records; said northwesterly corner being also the southwesterly corner of that certain parcel of land containing 85.06 acres, conveyed by said Holding Corporation to the said California Pacific Title & Trust Company by Deed dated May 7, 1934 and recorded May 7, 1934 in Liber 275 of Official Records, at page 275, Marin County Records, and running thence North 25° 06' 59" East 421.70 feet, thence North 62° 46' West 65 feet, thence North 60° West 116 feet, thence South 13° 40' West 71 feet, South 76° 14' West 150.75 feet, South 3° 30' East 20 feet, South 11° 45' West 175 feet, South 73° 27' East 120 feet, North 72° 25' East 230 feet, North 47° 50' West 160 feet, South 57° 10' West 60 feet, South 65° 15' West 150 feet, South 67° 07' East 170 feet, North 40° 30' East 57 feet, East 63° 31' West 37 feet, North 65° 56' West 187 feet, South 20° 21' East 172.132 feet, North 16° 13' West 67.154 feet, South 68° 06' 10' East 143.82 feet to the point of beginning. Containing 20 acres, more or less.

EXCEPTING THEREFROM AND THEREOUT THE following described parcels of land:

PARCEL ONE: Beginning at a point which bears North 59° 14' 55" West 926.216 feet, and North 25° 06' 55" East 109.329 feet from the northwesterly corner of that certain tract of land containing 36.41 acres, conveyed by the San Anselmo Holding Co., a corporation, to the California Pacific Title & Trust Co., a corporation, by Deed dated August 6, 1933, and recorded September 1, 1933 in Liber 267 of Official Records, at page 429, Marin County Records, and running thence North 26° 45' 59" East 320 feet, thence North 85° East 65 feet, thence South 23° 45' 05" West 29.345 feet, thence South 59° 57' 10" East 166.61 feet to the point of beginning.

PARCEL TWO: Beginning at a point which bears North 59° 14' 55" West 926.216 feet from the northwesterly corner of that certain tract of land containing 36.41 acres, conveyed by the San Anselmo Holding Co., a corporation, to the California Pacific Title & Trust Co., a corporation, by Deed dated August 6, 1933, and recorded September 1, 1933 in Liber 267 of Official Records, at page 429, Marin County Records, and running thence North 20° 06' 55" East 109.329 feet, thence North 86° 57' 40" West 160.02 feet, thence South 10° 07' West 190 feet, thence South 28° 02' West 60 feet, thence South 65° 56' East 17 feet, thence South 51° 10' East 55 feet to the point of beginning.

PARCEL THREE: Beginning at a point which bears North 59° 14' 55" West 9510.216 feet and North 69° 06' 10" West 1031.52 feet from the northwesterly corner of that certain tract of land containing 36.41 acres, conveyed by the San Anselmo Holding Co., a corporation, to the California Pacific Title & Trust Co., a corporation, by Deed dated August 6, 1933, and recorded September 1, 1933 in Liber 267 of Official Records, at page 429, Marin County Records, and running thence South 60° 31' West 150 feet, thence North 3° 30' West 175 feet, thence South 65° 56' East 65.61 feet, thence South 44° 15' East 113 feet to the point of beginning.

ROADWAY: Beginning at a point which bears North 59° 14' 55" West 9510.216 feet from the northwesterly corner of that certain tract of land containing 36.41 acres conveyed by the San Anselmo Holding Co., a corporation, to the California Pacific Title & Trust Co., a corporation, by Deed dated August 6, 1933, and recorded September 1, 1933 in Liber 267 of Official Records, at page 429, Marin County Records, and running thence North 69° 06' 10" West 1051.52 feet, thence North 44° 19' West 113 feet, thence North 65° 58' West 65.61 feet, thence North 28° 03' East 110 feet, thence South 65° 56' East 93.66 feet, thence South 44° 19' East 110 feet, thence South 51° 10' East 35 feet to the point of beginning. In WITNESS WHEREOF, the said first parties have executed this conveyance this 23rd day of March, 1932.

E. A. Willard
Alice C. Willard

STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO )

On this 23rd day of March, in the year of our Lord one thousand nine hundred and Forty-two, before me, ALFRED D. MARTIN, a Notary Public in and for said City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared H. A. Willard and Alice C. Willard, his wife, known to me to be the persons described in and 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 at my office in said City and County of San Francisco this day and year in this certificate first above written.

(Seal)

By commission expires Mar. 16th, 1945.

Filed for record and recorded at request of San Rafael Land Title Co., Mar. 26 1932 at 31 min past 4 o'clock P.M.

J. W. Fallon, Recorder.

By
the owner of the said real property, does hereby agree that said lease is hereby cancelled and annulled, and does hereby accept the surrender thereof by the said TONY RAMOS, and does hereby release and discharge the said TONY RAMOS from all further liability under the terms of said lease. DATED: November 17th, A.D. 1945.

STATE OF CALIFORNIA
COUNTY OF SONOMA

Eugene Brown
Tony Ramos

On this 17th day of November, in the year one thousand nine hundred and forty-five before me, LEWIS E. CROSWELL, a Notary Public in and for the County of Sonoma, State of California, residing therein, duly commissioned and sworn, personally appeared Eugene Brown and Tony Ramos, known to me to be the persons described in and 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.

(SEAL)

My commission expires July 6, 1947

Lewis E. Crosswell
Notary Public in and for said County of
Sonoma, State of California.

Filed for record and recorded
at request of Lewis E Crosswell Nov 19 1945 at 95 min past 11 o'clock A.M.

P. D. Burrows, Recorder
Deputy

P. D. Burrows, Recorder

12734

GRANT OF EASEMENT FOR WATERT PIPE LINE

This Indenture made this 15th day of November, 1945 between GEO. E. CHAPMAN, also known as GEORGE E. CHAPMAN and ETHEL LOUISE CHAPMAN, his wife, hereinafter called Grantees and

LUCY C. ADLER and VESSEL C. ADLER, his wife, hereinafter called Grantees, WITNESSETH: the Grantees hereby grant to Grantees a right of way for the purpose of installing and maintaining a water pipe line over a strip of land three (3) feet in width, lying along and adjacent to the right side of the following described line:

Beginning at a point on the center line of the old County Road, distant thereon 49° 39' 10" W. 265.65 feet from an angle point in said center line, formed by the intersection of the two courses, "B. 1° 15' E. 350.10 feet and N. 5° 19' E. 315.04 feet" as described in Volume 11 of Deeds at page 459, Marin County Records, and running thence N. 66° 17' E. 473.99 feet, thence on a curve to the right whose center bears S. 73° 55' 12" W. and whose radius is 2600 feet, distant 125 feet said easement being along the northerly and a portion of the easterly boundary line of that certain tract of land conveyed from Hugh M. Porter and Frances L. Porter, his wife, to George E. Chapman by deed recorded October 26th, 1940, in Volume 104, Official Records at page 401, Marin County Records, the Grantees shall maintain said water pipe line at their sole cost and expense. IN WITNESS WHEREOF, Grantees have executed these presents the day and year first above written.

Geo. E. Chapman
Ethel Louise Chapman

STATE OF CALIFORNIA
COUNTY OF MARIN

On this 15th day of November in the year one thousand nine hundred and forty-five before me, Charlotte R. Smalley, a Notary Public in and for the County of Marin, State of California, residing therein, duly commissioned and sworn, personally appeared Geo. E. Chapman also known as George E. Chapman and Ethel Louise Chapman 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 in the County of Marin, the day and year in this certificate first above written.

(SEAL)

Charlotte R. Smalley
Notary Public in and for the County of Marin, State of California.

Filed for record and recorded
at request of H. Andler Nov 19 1945 at 49 min past 3 o'clock P.M.

P. D. Burrows, Recorder
Deputy

P. D. Burrows, Recorder

12377

JOINT TENANCY DEED

SAN RAFAEL LAND TITLE COMPANY, a corporation, the first party, hereby grant to

OLIVER J. HAASE and DOMINIC E. HANJE, 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:

BEGINNING at a point which bears South 6° 51' 51" West 91.77 feet, South 56° 15' East 69.53 feet and South 46° 16' 14" West 41.506 feet from an angle point in the Southwesterly boundary line of the Golf Course Tract, formed by the intersection of the two courses, "North 78° 06' 52" East 339.51 feet and North 11° 20' 30" East 135.58 feet", as said Golf Course.
Tract is described in that certain Lease from San Anselmo Holding Company, a corporation, to H. A. Illard, recorded June 11, 1957, in Volume 41 Official Records at page 195, Marin County Records; and running thence South 20° 50' 30" East 61,990 feet; thence South 10° 22' 52" East 1,521 feet; thence South 15° 13' East 162,135 feet; thence South 10° 01' 10" East 135,577 feet to the Southwesterly line of Butterfield Road; thence along said road line South 23° 25' 75" East 53,512 feet; thence on a curve to the left whose center bears South 32° 70' East and whose radius is 78,79 feet, distance 136,378 feet; thence leaving said road line North 15° 45' 09" West 377,637 feet; thence North 10° 55' 50" East 511,220 feet to the point of beginning. WITHOUT WARRANTY EXCEPT AS ISSUED. IN WITNESS WHEREOF, the said first party has executed this conveyance this 30th day of August, 1945.

(SIGNATURESEAL)

SAN RAFAEL LAND TITLE COMPANY
By J. W. Elliston, Secretary-Manager
By Haskell E. Sheed, Assistant Secretary

STATE OF CALIFORNIA

COUNTY OF MARIN

as.

On this 30th day of August in the year one thousand nine hundred and forty five, before me, Estelle D. Hart, a Notary Public in and for the County of Marin, State of California, residing therein, duly commissioned and sworn, personally appeared J. W. Elliston and Haskell E. Sheed known to me to be the Secretary-Manager and Assistant Secretary of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation 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.

Estelle D. Hart
Notary Public in and for the County of Marin, State of California.

Filed for record and recorded
at request of San Rafael Land Title Co Nov 19 1945 at 5:30 pm 3 o'clock P.M.

F. B. Burrows, Recorder
Deputy

DEED OF ASSIGNMENT

WHEREAS, the indebtedness secured to be paid by the Deed of Trust executed by
JOHN HARRISON and MARGARET ELIZABETH HARRISON, his wife, of the City of Corte Madera, State of California, to W. F. HURRAY and A. C. LATNO, of the City of San Rafael, Marin County, State of California as trustees, dated May 10, 1936, and recorded on the 1st day of June, 1936, in the County Recorder's office of the County of Marin, State of California, in Liber 318 of Official Records at page 63 has been fully paid; NOW, THEREFORE, W. F. HURRAY and A. C. LATNO, trustees, do hereby grant, release, and convey unto the present holders of the equities title of said real property, ALL the estate and interest derived to the said trustees, by or through said deed of trust, in the real property situated in the Town of Corte Madera County of Marin, State of California, and therein described, together with the appurtenances, special reference being hereby made to said deed of trust and the record thereof for a particular description of said real property. IN WITNESS WHEREOF the undersigned have executed these presents this 17th day of November, 1945.

J. P. Murray
A. C. Latno
Trustees

STATE OF CALIFORNIA
COUNTY OF MARIN

as.

On this 17 day of November, one thousand nine hundred and forty five, before me,
Ruth L. Margon, a Notary Public in and for said County of Marin State of California, residing therein, duly commissioned and sworn, personally appeared Mr. F. Murray and A. C. Latno known to me to be the persons whose names are subscribed to the within instrument, and who, as trustees executed said instrument, and acknowledged to me that they executed the same as such trustees. IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Ruth L. Margon
Notary Public in and for the County of Marin, State of California

Filed for record and recorded
at request of Bank of San Rafael Nov. 19, 1945 at 5:30 pm 10 o'clock A.M.

F. B. Burrows, Recorder
Deputy

DEED OF ASSIGNMENT

KNOW ALL HEREBY THAT PRESENT: WHEREAS, Bank of America National Trust and Savings Association, the Beneficiary and holder of the Deed of Trust made, executed and delivered on
that they executed the same.

(SIGNED)

ESTELLE D. HART, Notary Public

Filed for record and recorded
at the request of S.M. Land Title Co., Apr 27, 1950 at 22 mins past 4 o'clock PM

Rec. Fee $2.40

A. J. GREEN, Recorder
By (Signature) Deputy J.C.

6323

GRANT DEED

MICHAEL J. SCOTTO and BERNICE SCOTTO, his wife, and WILLIAM H. ROBINSON and
MARIAN J. ROBINSON, his wife, GRANT to SAN RAFAEL LAND TITLE COMPANY, a corporation, the real
property situated in the City of San Rafael, County of Marin, State of California, described as follows:

Lots 8 and 9 in Block 9, as shown upon the certain Map entitled, "Unit One,
Marina Highlands", recorded September 7th, 1951 in Book 5 of Maps, at page 47.

EXCEPTING THEREFROM a portion described as follows: BEGINNING at the inter-
section of the Southerly line of Lot 9, in Block 9, with the Westerly line of Marina Court
Drive, as said Lot, Block and Drive are shown on the Map heretobefore referred to, running thence
along said Westerly line of Marina Court Drive, North 17° 12' 29" West 30.29 feet; thence leaving
said line and running South 67° 07' 04" West to a point in the Southwesterly line of Lot 8 in Block 9,
as shown on said Map; running thence along said Southwesterly line, South 22° 54' 06" East to
the most Southerly corner of said Lot 8; running thence along the Southerly line of Lots 8 and
9, North 67° 07' 04" East 44.02 feet to the point of beginning.

DATED March 22nd, 1950.

Michael J. Scotto
Bernice Scotto
William H. Robinson
Marian J. Robinson

STATE OF CALIFORNIA
COUNTY OF MARIN

On March 22nd, 1950, before me, FRANK B. FEEBLES, a Notary Public in and for
said Marin County and State, personally appeared Michael J. Scotto, Bernice Scotto, William H.
Robinson, and Marian J. Robinson, known to me to be the persons whose names are subscribed to
the within instrument and acknowledged that they executed the same.

(SIGNED)

FRANK B. FEEBLES, Notary Public
My commission expires: Sept 25, 1951.

Filed for record and recorded
at the request of S.M. Land Title Co., Apr 27, 1950 at 16 mins past 4 o'clock PM

Rec. Fee $1.70

A. J. GREEN, Recorder
By (Signature) Deputy J.C.

6328

I. N. S. $12.65 Canceled

GRANT DEED

OLIVER P. HAUSER and LOUISE M. HAUSER, his wife, GRANT to D. FRANK MONTE and
ALICE L. MONTE, his wife, the real property situated in the County of Marin, State of California, described as follows:

BEGINNING at the most Northerly corner of that certain property conveyed by
San Rafael Land Title Company to Oliver P. Hauser et ux., and recorded November 17, 1945 in
Volume 466 at page 466, Official Records of Marin County; running thence from said point of
beginning along the Northerly boundary of said tract South 27° 56' 30" East 64.99 feet,
South 10° 22' East 145.521 feet and South 49° 13' East 252.813 feet; thence leaving said
boundary line and crossing and subdividing said property as described in said deed above referred
to, South 15° 23' West 38.49 feet; thence on a curve to the left with a radius of 982.79 feet
through an angle of 58° 55' 14" for a distance of 15.64 feet; thence North 61° 31' West 116.213
feet; thence North 28° 29' West 65.00 feet; thence South 34° 11' West 39.77 feet; thence South
65° 21' West 53.79 feet to a point in the Westerly boundary of said Hauser property; thence
along said last mentioned boundary, North 10° 55' 58" East 392.70 feet to the point of
beginning. CONTAINING 0.962 acre, more or less.

TOGETHER WITH an Easement for ingress and egress and for utilities over, on
or under a strip of land leading to Butterfield Road, more particularly described as follows:

BEGINNING at the intersection of the two courses "South 45° 13' East 152.813 feet and South
15° 23' West 38.49 feet" in the boundary of the above described parcel of land and running
thence South 5° 13', East 15.31 feet; thence South 88° 01' 30" East 138.52 feet to the westerly line of Butterfield Road; thence along said road line South 15° 23' West 10.136 feet; thence leaving said road line North 3° 01' 30" West 152.047 feet to the easterly line of the property hereinabove described; thence along said last mentioned line North 15° 23' East 19.862 feet to the point of beginning.

The Grantees herein by acceptance of this conveyance, agree for themselves, their heirs, successors and assigns, that in the event an easement for roadway purposes should be created over a strip of land having a uniform width of 40 feet lying northerly and northwesterly of and adjacent to the northerly and northeasterly boundary line of the parcel of land and easement above described and extending from Butterfield Road to the westerly line of said property, they will convey to the Grantees above, their heirs, successors or assigns, the easement for ingress and egress described in Paragraph 2 above.

Dated: April 26, 1950.

Oliver P. Hause
Lorraine M. Hause

STATE OF CALIFORNIA
COUNTY OF MARIN ss.

On April 26, 1950, before me, the undersigned, a Notary Public, in and for said Marin County and State, personally appeared Oliver P. Hause & Lorraine M. Hause, his wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

(SEAL)

Estelle D. Hart, Notary Public
My commission expires: Jan 29, 1953.

Filed for record and recorded
at the request of S.R. Land Title Co., Apr 27, 1950 at 21 mins past 6 o'clock PM

A. J. GREEN, Recorder
By

6376
IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF MARIN

In the Matter of the Estate of
DORSETA YOELL, also known as DORSETA THERESA YOELL,

As Deceased

No. 9123 - PROBATE

DECREES OF FINAL DISTRIBUTION

The petition of LAURENCE W. YOELL, Administrator With Will annexed of the estate of the above named decedent, having come on regularly to be heard on the 28th day of April, 1950, and it appearing to the Court and the Court hereby finding: That said petitioner herefore and on the 26th day of April, 1950 filed herein his Petition for Final Distribution; that notice of the hearing of said petition has been regularly given in the manner and for the time required by law; that all the allegations of said petition are true; that all expenses of administration and funeral expenses and expenses of last illness of said deceased and all debts of said deceased have been paid; And the Court further finding that due and legal notice to the creditors of said estate has been duly given; that within thirty days after the completion of the publication of the notice as hereinabove set forth, the publication of such notice an affidavit showing due publication of notice was filed with the Court on November 10, 1949 in the manner and form required by law; that the time for presenting of filing claims against said estate has expired; that herefore and on January 16, 1950 the said administrator duly caused to be made and returned to this Court a true Inventory and Appraisal of all of the estate of said deceased which has come to his possession and knowledge; That all claims and debts against said decedent and against said estate have been fully paid and discharged; that there is no income tax chargeable against said estate; that there is no inheritance tax due the State of California from said estate and the Certificate of the Inheritance Tax Appraiser of the State of California is on file herein; that all taxes of whatsoever kind or character due or payable by said estate have been paid; that said estate is ready for distribution and in a condition to be closed.

And the Court further finding that the above named decedent died on the 7th day of September, 1949, in the County of Marin, State of California, leaving surviving her as next of kin the following:

LAURENCE VINCENT YOELL, adult son, residing at 105 Baltimore Avenue, Corte Madera, California;

LAURENCE VINCENT YOELL, II, minor grandson, residing at 105 Baltimore Avenue, Corte Madera, California;

RICHARD MICHAEL YOELL, minor grandson, residing at 105 Baltimore Avenue, Corte Madera, California;
JOINT TENANCY DEED

Application No. 49719 EAR

17679

E. J. SPIELMAN AND ESTHER R. SPIELMAN, his wife,
the first part

G rant to

LESTER HOWARD CLARK AND EMILY JEAN CLARK, his wife,
the second party

in trust for the joint tenancy all that real property situated in the County of Marin, State of California, and bounded and described as follows:

BEGINNING at a point distant North 47° 21' 30" East 100.00 feet and North 45° 10' West 10.00 feet from the intersection of the two courses, North 47° 21' 30" East 192.07 feet and North 47° 21' 30" East 100.00 feet respectively, from the southwestern boundary line of the Tract of land described in the Deed from San Rafael Land Title Co., a corporation, to Albert S. Fisch, et ux., recorded June 27, 1943, in Volume 101 of Official Records, at page 868, Marin County Records; running thence South 45° 10' West 169.50 feet to the northerly extension of the easterly line of Butterfield Road; thence along said road line extended, on a curve to the right, whose center bears South 76° 21' 51" East, radius 668.790 feet; through a central angle of 1° 41' 52" for a distance of 20.30 feet; thence North 135° 21' East, 115.00 feet; thence leaving said last mentioned line South 88° 19' East 130.008 feet and South 13° 35' West 72.0 feet to the point of beginning.

WITNESS our hand at this 11th day of June, 1959.

(Signed)
E. J. Spielman
(Signatures)
Esther R. Spielman

STATE OF CALIFORNIA

COUNTY OF MARIN

On this date, the undersigned,

E. J. Spielman, appeared before me, a Notary Public, in and for said County and State, personally appeared, and said person, whose names are subscribed to the within instrument, and acknowledged to me that he/she executed the same.

Notary Public

My commission expires

RECORDED AT REQUEST OF
MARIN TITLE GUARANTY CO.

AT MIN. PAST H.
JUN 30 1959

Official Records of Marin County, Calif.

RECORDED

MARIN TITLE GUARANTY COMPANY

San Rafael, California
performed the work contracted to be done under said contract, then this obligation to be null and void, otherwise to remain in full force and effect. No right of action shall accrue under this bond to or for the use of any person other than the obligee named herein. SIGNED, sealed and dated this 26th day of May, A.D. 1950.

[Seal]

C. Dudley De Valois Co.

[Seal]

POWDER'S FIRE & MARINE INSURANCE CO.
By: L. G. Peterson Attorney-In-Fact

STATE OF CALIFORNIA,
City and County of San Francisco 73.

ON THIS 26th day of May, 1950, before me Rita P. O'Connor, a Notary Public in and for the City and County of San Francisco, personally appeared K. C. Peterson known to me to be the Attorney-In-Fact of the POWDER'S FIRE & MARINE INSURANCE CO. the corporation described in and that executed the within instrument, and also known to me to be the person who executed the same. IN WITNESS WHEREOF: I have hereunto set my hand and affixed my Official Seal as my Official- Seal at my office in the City and County of San Francisco the day and year in this Certificate first above written.

Rita P. O'Connor
Notary Public in and for the City and County of San Francisco, State of California.

Filed for record and recorded at the request of Marin Title Guaranty Co. May 25, 1950 at 41 minutes past 3 P.M. o'clock.

J. J. Green, Recorder
By: A. Stember
Deputy

7246 I. E. S. 918.70 cancelled

JOINT TENANCY DEED

HERBERT O. NELSON and MARJORITTE D. NELSON, his wife, the first parties, hereby Grant to SWAIN A. WHITE and EMMA JANE WHITE, his wife, and ETHELYN C. PECK, a widow, the second parties, in joint tenancy all that real property situated in the City of Sausalito, County of Marin, State of California, and bounded and described as follows:

LOT 5, as shown upon certain Map entitled "Map of Beverley Terrace," filed February 1, 1960 in Book 5 of Maps, as page 42, in the office of the County Recorder of the County of Marin, State of California.

ALSO BEGGINING at a point in the northerly line of North Street, at the Southeast corner of said Lot 5, running thence along the westerly line of Lot 6, North 00° 25' 70.73 feet and North 00° 25' 70.73 feet to the northerly line of said Lot 5, thence along said line North 00° 25' 70.73 feet to the northerly line of North Street, thence along said line North 00° 25' 70.73 feet to the point of beginning. BEING a portion of Lot 5, Map above referred to.

ALSO a portion of Lot 4 described as follows: BEGINNING at the southerly corner of said Lot 4, thence North 00° 25' 70.73 feet to the northerly corner of said Lot 5; thence South 00° 25' 70.73 feet to the point of beginning. WITNESS our hands this 13th day of May 1950.

Herbert O. Nelson
Marguerite D. Nelson

STATE OF CALIFORNIA
County of Marin 73.

On May 13, 1950 before me, E. Ravizza a Notary Public, in and for said Marin County and State, personally appeared Herbert O. Nelson and Marguerite D. Nelson, 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.

[Seal]

E. Ravizza
Notary Public

Filed for record and recorded at the request of Marin Title Guaranty Co., May 26, 1950 at 49 minutes past 3 P.M. o'clock.

J. J. Green, Recorder
By: A. Stember
Deputy

7666 Application No. 33950

JOINT TENANCY DEED

H. A. WILLARD and ALICE O. WILLARD, his wife, the first parties, hereby Grant to A. J. RAICH and KATHEHINE RAICH, 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:

Beginning at an angle point in the boundary line of the Golf Course Tract, formed by the intersection of the two courses "North 97° 47'\" West 161.534 feet, and North
60° 41' 30" West 26,884 feet as said Golf Course Tract is described in that certain lease from San Anselmo Holding Company, a Corporation, to H. A. Willard, recorded June 11, 1927 in Volume 341, Official Records at page 190, Marin County Records, and running thence South 50° 30' 50" West 170.86 feet to a center line of a 40.0 feet road right of way, thence along said center line, South 70° 01' 30" East 26,886 feet, South 42' 01' 30" East 85,299 feet, South 39° 37' 30" East 146.74 feet, thence leaving 1/2 of center line North 42° 18' 30" East 106.87 feet to the northeast boundary of the Golf Course Tract, thence along said boundary North 27° 47' West 261,934 feet to the point of beginning.

Reserving therefrom and thereout an easement for roadway and utility purposes over a strip of land 10 feet in width lying Northeasterly of and adjacent to the Southerly line of the property first aforesaid and extending from the Northeasterly line of said property to the Southerly line thereof.

Together with an easement for roadway and utility purposes over a strip of land 20 feet in width lying Southwesterly of and adjacent to the Southerly line of the property first aforesaid and extending from the Southwesterly line of said property to the Southerly extension of the Southwesterly line thereof.

In Witness Whereof, the said first parties have executed this conveyance this 10th day of October, 1948.

H. A. Willard
Alice O. Willard

State of California
City and County of San Francisco

On this 10th day of October, in the year of our Lord One Thousand Nine Hundred and Forty-eighth, before me, CATHARINE E. KEITH, a Notary Public in and for said City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared H. A. WILLARD and ALICE O. WILLARD, his wife, known to me to be the persons described in and 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 at my office in said City and County of San Francisco, the day and year in this certificate first above written.

(Signed) Catherine E. Keith
Notary Public in and for said City and County of San Francisco, State of California.

Filed for record and recorded at the request of
S. A. Land Title Co., May 15, 1950 at 33 minutes past 4 p.m., o'clock.
A. J. GREEN, RECORDER

A. J. Green, Recorder

DEED OF RECONVEYANCE

MARIAN COUNTY ABSTRACT COMPANY, a corporation, as Trustee in the deed of trust executed by Donald Perry, a single man, dated February 14th, 1950 and recorded February 15th, 1950 in Volume 539 of Official Records at page 226, records of the County of Marin State of California, pursuant to the written request of the beneficiary, does hereby GRANT and RECONVEY unto the PARTIES INTITLED THERETO, without warranty, all the estate and interest derived to it, by or through said Deed of Trust, in the lands therein described. IN WITNESS WHEREOF, said Trustee has executed these presents by its officers thereunto duly authorized this 10th day of May, 1950.

(CORPORATE SEAL)
MARIAN COUNTY ABSTRACT COMPANY
Trustee
By A. H. Burnett
President
By Gill Rowland
Assistant-Secretary

STATE OF CALIFORNIA
County of Marin

On May 25, 1950 before me, Clyde A. Stevens a Notary Public in and for said Marin County and State, personally appeared A. H. Burnett and Gill Rowland known to me to be the President and Assistant-Secretary of the corporation that executed the within instrument, as trustee, and also known to me to be the persons who executed it on behalf of such corporation and acknowledged to me that such corporation executed the same as trustee.

(Signed) Clyde A. Stevens
Notary Public

Filed for record and recorded at the request of
MARIAN COUNTY ABSTRACT Co., MAY 25, 1950 at 25 minutes past 3 p.m., o'clock.
A. J. GREEN, RECORDER
JOINT TENANCY DEED

STANISLAS BREH and EUGENIA BREH, his wife, GRANT to RENALDO O. KRISER and ALMA J. KRISER, his wife, in JOINT TENANCY, the real property situated in the City of Mill Valley, County of Marin, State of California, as follows:

Lot No. 4, as laid down and delineated on map entitled, "Subdivision of Block Number 4, Tamalpais Land and Water Co.'s Map Number 6, surveyed by J. J. Avery, 1905, which map is on file in the office of the County Recorder of said County of Marin in Map Book No. 5, at page 51, to which map reference is hereby made, being also a portion of Lot No. 2, as shown on map entitled, "Tamalpais Land and Water Co. No. 6", and recorded in Map Book No. 8, at page 45, records of said County of Marin. DATED: May 12th, 1950.

Stanislas Breh
Eugenia Breh

STATE OF CALIFORNIA
COUNTY OF MARIN

On May 12th, 1950 before me, the undersigned, a Notary Public in and for said Marin County and State, personally appeared Stanislas Breh and Eugenia Breh, his wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

[SEAL]

[Signature]
Notary Public

Filed for record and recorded
at the request of S.A. Land Title Co., May 27, 1950 at 10 a.m. past 11 o'clock a.m.

A. J. Green, Recorder

Rec. Fee $1.60

QUIT CLAIM DEED

H. A. WILLARD and ALICE O. WILLARD, his wife, QUIT CLAIM to ALBERT C. RAISCH and KATHERINE RASCH, his wife, in Joint Tenancy, the real property situated in the County of Marin, State of California,

as follows:

line 1: State of California
line 2: City and County of San Francisco

Dated: October 21, 1948.

H. A. Willard
Alice C. Willard

[Signature]
Notary Public

Filed for record and recorded
at the request of S.A. Land Title Co., May 27, 1950 at 11 a.m. past 11 o'clock a.m.

A. J. Green, Recorder

Rec. Fee $1.60

GRANT DEED

ALBERT C. RAISCH and KATHERINE RAISCH, his wife, GRANT to H. A. WILLARD and ALICE O. WILLARD, his wife, the real property situated in the County of Marin, State of California, as follows:

Beginning at a point which bears North 39° 41' 35" West 5916.216 feet, north 29° 56' 19" East 5934.829 feet, North 11° 06' 30" West 135.56 feet, North 18° 20' 30" East 99.747 feet, North 38° 13' West 195.593 feet and North 77° 10' West 202.050 feet from the Northwesterly corner of that certain parcel of land containing 30.81 acres, more or less, described in Deed from San Anselmo Land Co. to California Pacific Title and Trust Company, dated August 8, 1933, recorded September 2, 1933 in Liber 257 of Official Records, at Page 403, Marin County Records; said Northwesterly corner being also the Southwesterly corner of that certain parcel of land containing 21.857 acres, more or less, described in Deed from San Anselmo Land Co. to California Pacific Title Co.
Pacific Title and Trust Company, dated May 23, 1950, and recorded May 25, 1950, in Liber 273 of Official Records, at page 291, Marin County Records, running thence South 60° 30' west 103.070 feet; thence South 61° 45' west 133.978 feet; thence South 60° 30' west 103.070 feet; thence South 59° 30' east 133.978 feet; thence North 60° 30' west 103.070 feet; thence South 40° 30' east 70 feet to the point of beginning.

Dated: May 23, 1950.

Albert G. Raish
Katherine Raish

STATE OF CALIFORNIA
COUNTY OF MARIN

On May 23, 1950, before me, the undersigned, a Notary Public in and for said Marin County and State, personally appeared ALBERT G. RAISH and KATHERINE RAISH, his wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

(SEAL)

Ritelle D. Hart, Notary Public
My commission expires: Jan. 29, 1951.

Filed for record and recorded
at the request of S.B. Land Title Co., May 25, 1950 at 4 o'clock PM
A. J. Green, Recorder

Rec. Fee $1.60

7854

GRANT DEED (Corporation) (Joint Tenancy)

For value received, MARIN COUNTY ABSTRACT COMPANY, a Corporation, grants to F. J. MC Gowan and JUNE M. MC Gowan, his wife, as Joint Tenants an undivided one-half interest in and to all that real property situated in the City of San Anselmo, County of Marin, State of California, described as follows:

Lot 56, as shown upon that certain Map entitled, "Map of Lincoln Park, San Anselmo, Calif." filed June 10th, 1922 in Book S of Maps at page 16, in the office of the County Recorder of the County of Marin, State of California.

Excluding therefrom a strip of land 3 feet wide across the front of said lot and along Lincoln Street, to be used for sidewalk purposes only, as excepted in the deed from August J. Lang and Mary A. Lang, recorded June 29, 1923 in Liber 24 of Official Records at page 408.

Subject to all liens and encumbrances now of record and without any warranty, express or implied. IN WITNESS WHEREOF, said corporation has executed these presents by its officers thereunto duly authorized, this 3rd day of May, 1950.

(CORPORATE SEAL)

MARIN COUNTY ABSTRACT COMPANY

By: A. H. Burns, President
By: Gayle Roodland, Asst. Secretary

STATE OF CALIFORNIA
COUNTY OF MARIN

On May 3, 1950, before me, Clyde A. Stevens, a Notary Public, in and for said County and State, personally appeared J. H. Burns and Gail Roodland, known to me to be the President and Asst. Secretary of the corporation that executed the within instrument, and also known to me to be the persons who executed it on behalf of such corporation and acknowledged to me that such corporation executed the same.

(SEAL)

Clyde A. Stevens, Notary Public
My commission expires May 7, 1951.

Filed for record and recorded
at the request of Hart Co. Abst. Co., May 25, 1950 at 8 o'clock PM
A. J. Green, Recorder

Rec. Fee $1.50

7852

AGREEMENT REGARDING PAYMENTS

This agreement made this fifteenth (15th) day of May, 1950, by and between CLIPPER YACHT COMPANY as First Party; John Douglas Short as Second Party and Gordon Onslow Ford as Third Party. WHEREAS, the parties hereto have concluded the purchase and sale of portions of parcel 5 of Licenced Survey of Marinship Property, which survey is recorded in Book 2 licensed Surveys at page 127, and WHEREAS the purchase has been concluded by Assignment May 12, 1950, from Clipper Yacht Company and provide for certain easements for the benefit of said lots conveyed, and WHEREAS there are certain additional covenants in respect thereto which the parties are agreed, NOW THEREFORE, in consideration of the foregoing and of the said conveyances, the parties hereto do agree as follows: I. THAT no barrier, or purpusture shall be pleasing upon,
AGREEMENT OF SALE OF PROPERTY

THIS INDENTURE AND AGREEMENT, made and entered into this 1st day of May, 1950,

by and between the DEPARTMENT OF VETERANS AFFAIRS OF THE STATE OF CALIFORNIA, hereinafter called the Department, and LAWRENCE P. FARBINZKI, hereinafter called the Purchaser, WITNESSETH: That the Department does hereby agree to sell to said Purchaser said property, and said Purchaser does hereby agree to purchase from the Department at the price and upon the terms and conditions as set forth,
in the unrecorded purchase contract of even date herewith entered into between the parties hereto and on file in the office of the Department. This agreement covers that certain described real property known as 11 Hawthorne Avenue, San Anselmo, lying and being in the County of Marin, State of California, particularly described as follows:

BOUNDING at a point on the North line of Lot 6, Block 4, as said Lot and Block are shown on the Map entitled, "MAP OF HAWTHORNE HILLS, MARIN COUNTY, CALIFORNIA", filed for record April 9, 1920, in Book 8 of Maps on page 9, in the office of the County Recorder of the County of Marin, State of California, which said point is 71.5 feet westerly from the northeast corner of said Lot 6; running thence South 12° 09' 23" West, parallel to the westerly line of Lot 6, a distance of 70.11 feet to the southerly line of said Lot 6; thence westerly following the line between Lots 6 and 7 and between Lots 7 and 8 in said Block 4, a distance of 66.94 feet; thence North 15° 22' 21" East, a distance of 73.9 feet to the North line of said Lot 7; thence easterly along the North line of Lots 7 and 8 in said Block 4, a distance of 61.55 feet to the point of beginning.

(SEAL)

DEPARTMENT OF VETERANS AFFAIRS of the STATE OF CALIFORNIA

D. J. CALLAGHAN, JR., DIRECTOR

By Geo. A. Comte, Asst. Manager, Farm and Home Purchases

Purchaser Lawrence P. FARBINZKI

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

On this 1st day of May, 1950, before me, VICTOR J. McCABRIDGE, a Notary Public, personally appeared GEO. A. COMTE, known to me to be the Assistant Manager of Farm and Home Purchases, known to me to be the person who executed the within instrument, on behalf of the said Department of Veterans Affairs of the State of California, therein named, and acknowledged to me that such Department of Veterans Affairs of the State of California executed the same. WITNESS my hand and official seal the day and year in this certificate first above written.

(SEAL)

VICTOR J. McCABRIDGE

Notary Public in and for said County and
State

Filed for record and recorded as request of
North Title Co., Jun 1 1950 at 32 min, past 10 o'clock A.M.

A. J. GREEN, RECORDER

By: L. Bress, Deputy REC.

PETITIONER

IN THE SUPREME COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO

IN THE MATTER OF THE ESTATE OF

MARCHELLA DOUGLASS,

Deceased.

SCOTT FARNWORTH, as Administrator with the Will annexed, of the estate

of

Marcella Douglas, deceased, having filed a petition for the final distribution of said estate,

and said petition this day coming on regularly to be heard, and proof having been made to the satisfaction of the court that the Clerk of the Court has given notice of the hearing of said petition in the manner and for the time required by law, the court finds: (1) That due and legal notice to creditors of said estate has been given in the manner and for the time required by law.

(2) That all claims and debts against said decedent and against said estate, all personal property taxes due and payable by the estate and all debts, expenses and charges of administration have been fully paid and discharged; that there is no inheritance tax due to the State of California by the estate or by the distributees; that there are no income taxes due or payable to the State of California; and that said estate is ready for distribution and now in a condition to be closed. (3) That the statutory fee payable to J. L. BLAINE, Attorney for said Administrator with Will annexed, is $200.00 and that a like fee payable to SCOTT FARNWORTH as Administrator with the Will annexed, of said estate is likewise
due and payable. (4) That the rendition and settlement of an account of the Administrator of said estate is not necessary nor required, having been waived by all heirs of said decedent and all persons designated in said Will, and your petitioner and WILIAM T. FARNWORTH, are entitled to have the whole of the residue of said estate distributed to them absolutely and forever. (5) That hereafter and by a duly executed and acknowledged assignment filed in this court on the 16th day of February, 1949, SIDDELL YOUNG assigned all her interest in said estate to WILIAM T. FARNWORTH and on the same date, by an assignment duly executed and acknowledged, MAUDE LONG assigned all her interest in said estate to your petitioner SCOTT FARNWORTH.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the sum of Two Hundred Fifty and 66/100 Dollars ($250.66) is on account of fees allowed by law to J. L. BLAIR, Attorney for said Administrator and it is hereby allowed, authorized and directed to be paid. IT IS ORDERED, ADJUDGED and DECREED that the sum of Two Hundred Fifty and 66/100 Dollars ($250.66) is on account of fees allowed by law to SCOTT FARNWORTH, Administrator with the Will annexed, he and it is hereby allowed, authorized and directed to be paid. IT IS FURTHER ORDERED, ADJUDGED and DECREED that the residue of said estate hereinbefore particularly described, and any other property not now known or discovered, which may belong to said estate or in which said estate may have any interest, be, and the same is hereby distributed as follows, to wit: The whole thereof to WILIAM T. FARNWORTH and SCOTT FARNWORTH, share and share alike. The following is a particular description of the said residue of said estate referred to in this decree, of which distribution is now ordered as aforesaid.

DESCRIPTION OF WESTERNLY PARCEL:

That certain real property situate in the County of Marin, State of California, described as follows, to wit:

BEGINNING at the Northeasternly corner of Lot 35, as said lot is laid down and delineated in that map entitled "Map of Westerna", filed in Liber 3 of Maps, page 35, Marin County Records; thence following the line of said corner to the Northeast line of said Lot 35 North 39 deg. 47' 30" East, 279.3 ft, thence following said line South 59 deg. 41' East 75.00 ft to a point in the Northwest line of said Lot; thence South 56 deg. 41' West 74.6 ft; North 66 deg. 53' West 13.06 ft, North 31 deg. 59' West 38.8 ft, North 19 deg. 52' East 37.3 ft to the point of beginning.

DESCRIPTION OF EASTERNLY PARCEL:

That certain real property situate in the County of Marin, State of California, described as follows, to wit:

BEGINNING at the Northeasternly corner of Lot 35, as said lot is laid down and delineated in that map entitled "Map of Westerna", filed in Liber 3 of Maps, page 35, Marin County Records; thence following the Easterly line of said Lot 35 South 1 deg. 19' East 75.00 ft.; thence Southeasternly corner of said Lot; thence South 65 deg. 41' West along the Southernly line of said Lot 100 ft. thence following the line 1 deg. 19' West 75.00 ft. to a point in the Northernly line of said Lot; thence along said line 35 deg. 41' East 100 ft to the point of beginning.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that said SCOTT FARNWORTH, as Administrator with Will annexed be and he is hereby discharged from further duties as such administrator with the Will annexed. DATED this 18th day of May, 1950.

T. J. FITZPATRICK
JUDGE OF THE SUPERIOR COURT

ENROLLED AND INTRODUCED May 25, 1950, MARTIN MORGAN Clerk Of, J. V. PARLEY, Deputy Clerk.

The annexed instrument is a correct copy of the original on file in my office. ATTEST: CERTIFIED MAY 25, 1950, (SEAL) MARTIN MORGAN, County Clerk of San Francisco, and ex-officio Clerk of the Superior Court of the State of California in and for the City and County of San Francisco

R. J. FERLIE, Deputy

Filed for record and recorded at request of

J. L. Blair, Atty. Jun 1 1950 at 10 a.m.

J. GREEN, RECORDER
By A. BROWN.

REC. FEE $2.00

DEED OF RECONVEYANCE

KNOW ALL MEN BY THESE PRESENTS: WHEREAS, Bank of America National Trust and Savings Association, the Beneficiary and holder of the Deed of Trust, made, executed and delivered on June 17, 1949, by Walter Klein, also known as Walter Koloskeffitz, and Valentina Koloskeffitz, his wife, to Corporation of America, a California Corporation, as Trustee for said Beneficiary which Deed of Trust was recorded on June 28, 1949, in the office of the County Recorder of the County of Marin, State of California, in Volume 590 of Official Records at page 199 et seq., has requested the Trustee under said Deed of Trust to reconvey the premises therein described; and WHEREAS, CORPORATION OF AMERICA is now the Trustee under said Deed of Trust; NOW, THEREFORE, the CORPORATION OF AMERICA, a corporation, as said Trustee, does hereby grant, release,
DONALD G. SAUNDERS and ZITA SAUNDERS, his wife,

Grant to E. KENT SIRGALD and MAXINE H. SIRGALD, his wife,
as Joint Tenants, as to an undivided 1/2 interest, and
JOHN P. SIRGALD and WILTON SIRGALD, his wife, as Joint
Tenants, as to an undivided 1/2 interest.

The real property situated in the

COUNTY OF MARIN.

BEGINNING at the Northeastern corner of Lot 43 as shown on the Map of Sleepy Hollow Heights, Part One, on file in the office of the
County Recorder of the County of Marin, State of California and
running thence along the West line of Lots 13, 12, 11 and 10
as shown on said map, North 89° 20' 20" West 360.33 feet; thence
along the arc of a curve to the left whose center bears South 16°
39' 10" West and whose radius is 190 feet, an arc distance of 120 feet;
thence North 1° 04' East 105.30 feet, thence North 7° 56' NO. East
120.00 feet, thence West 81° 05' East 82.00 feet; thence North 3°
36' 00' West 80.75 feet, thence North 76° 16' 00' East 170.00 feet;
thence South 12° 00' East 110.00 feet, thence South 66° 00' East 110.00
feet, thence South 46° 00' East 65.00 feet, thence South 29° 04' 56"
East 249.83 feet to the point of beginning.

Date: November 1, 1955

[Signature]

[Signature]

STATE OF CALIFORNIA

COUNTY OF MARIN

This 1st November, 1955, before me, Ansel B. Shirley, a Notary
Public in and for said County of Marin, Louisiana, State, personally
appeared

DONALD G. SAUNDERS and ZITA SAUNDERS

and acknowledged the instrument to be their free act and deed and that
they

were fully informed of the contents thereof.

[Notary's Signature]

My Commission expires February 20, 1956

[Notary's Signature]

[Application No.]

[Recorded at Request of]

SAN RAFAEL LAND TITLE CO.

AT 12 M.P.H. P.M.

NOV. 4, 1955

Official Records of Marin County, Calif.

Notary Public

[Notary's Signature]

[Address]

[Date]
GRANT DEED

Applicant No. 17202 (986)

Title: A. WILLARD and ALICE C. WILLARD, his wife

TO THE TRUSTEES OF THE TEMPLE, a Religious corporation

of the second part, all the real property described in the

County

of Marin,

State of California, described as follows:

BEGINNING at a point which bears North 29° 11' 25" West 598.31 feet, North 29° 06' 35" East 639.629 feet, North 09° 08' 05" West 157.81 feet and North 39° 42' East 35 feet from the northwest corner of that certain parcel of land containing 20.21 acres, conveyed by the San Francisco Public Utilities Company, a corporation, to the California Pacific Holding Company, a corporation, by deed dated August 2, 1906, and recorded September 1, 1908, in

Libel 257, Official Records at page 429, Marin County Records, and

running thence North 29° 30' 10" West 62.937 feet, thence North 25° 10' West 110.61 feet, thence on the arc of a curve to the left of radius 190.60 feet, central angle 39° 03', whose center bears South 63° 30' 30" East, an arc distance of 83.75 feet, thence North 56° 09' 20" West 28.86 feet, thence on the arc of a curve to the right of radius 75 feet, central angle 99° 12', whose center bears North 31° 30' 30" East, an arc distance of 199.03 feet, thence South 10° 16' East 106.77 feet, thence South 48° 31' East 162.27 feet, thence North 10° 25' West 207.79 feet, thence North 49° 22' 30" West 230.10 feet, thence North 21° 10' 05" West 197.41 feet, thence North 48° 31' 30" West 242.111 feet, thence North 28° 47' 30" West 261.73 feet, thence South 52° 02' 30" West 402.123 feet, thence South 20° 17' West 583.063 feet, thence South 69° 43' East 70 feet, thence South 83° 30' West 237 feet, thence South 20° 10' 30" East 97 feet, thence North 67° 20' East 128 feet, thence North 49° 22' 30" East 155 feet, thence South 37° 30' 30" East 112 feet, thence South 19° 50' East 269.00 feet, thence South 74° 29' 30" East 120 feet, thence South 79° 05' East 253.70 feet to the point of beginning.

EXCEPTING THEREFROM that certain tract conveyed by A. A. Willard and Alice C. Willard, his wife, to A. C. Ralch and Katherine Willard, by deed dated October 18, 1906, and recorded in

Libel 544, Official Records, at page 473, Marin County Records, and

subject to and together with easements of record in said deed.

SUBJECT to an easement 20 feet in width lying adjacent to and westerly of the first seven courses from the point of beginning to the course which bears North 10° 16' West.

TOGETHER with an easement 20 feet in width lying adjacent to and westerly of the same seven courses mentioned immediately above.

TOGETHER with an easement 20 feet in width extending the above mentioned easement westerly from the terminal point of the course which bears North 10° 16' West, said easement extending westwardly and westerly of and adjacent to the following described lines:

BEGINNING at the intersection of the courses designated as North 10° 16' West 20.79 feet and North 30° 33' West 378.105 feet and running thence North 63° 45' East 153.478 feet, thence North 60° 30' East 103.07 feet, thence South 74° 30' East 202.05 feet, thence South 35° 13' East 106.23 feet, thence South 0° 05' East 20.30 feet, thence South 58° 01' East 214.05 feet, thence South 6° 52' East 61.27 feet, thence South 56° 54' East 89.61 feet, thence South 27' 56' East 82.25 feet, thence North 10° 22' East 138.15 feet, thence South 87° 11' East 112.18 feet, thence South 0° 05' East 131.066 feet to the westerly line of Bakerfield Road.

Containing 15.05 acres, more or less, after deducting the area of the exception.
28604

RECORDED AT REQUEST OF
MARDI TITLE GUARANTY CO.
AT 1:30 P.M., PART. 4E.
NOV 1, 1955

MARSH COUNTY, CALIF.

for Recorder's Use Only

R. F. Fossini

RECORDER

November 17

H. A. Willard

ASSISTANT Recorder

RECORD

MARDI TITLE GUARANTY CO.
1605 K Street, San Diego, Calif.
JOINT TENANCY DEED

DONALD O. SAUNDERS and ZITA E. SAUNDERS,
his wife,
the first parties.

Grant to
GEORGE ERIC LUND and GRAACE M. LUND,
his wife,
the second parties.

Joint tenancy all that real property situate in the
County of Marin, State of California, and bounded and described as
follows:

BEGINNING at the most Northerly corner of Lot 8, as shown upon the
Map entitled "Map of Sleepy Hollow Heights, Unit One," filed January
13, 1935, in Book 5 of Maps, page 57, Marin County Records; running
thence along the Northerly line of said Subdivision the following
courses and distances: South 76° 50' East 20.00 feet; thence on a
curve to the right with a radius of 150 feet whose central angle
is 27° 25' a distance of 76.562 feet; thence on a curve to the left
with a radius of 115 feet whose central angle is 66° 35' a distance
of 137.612 feet; thence North 66° East 53.876 feet; thence on a,
curve to the right with a radius of 20 feet whose central angle is
90° a distance of 14.110 feet; thence North 6° East 56.591 feet;
thence on a curve to the right with a radius of 10 feet whose cen-
tral angle is 65° 50' a distance of 1.482 feet to the most Westerly corner of the land described in the deed
from Donald O. Saunders, et al., to W. Kent Alpheld, et al., recorded

thence leaving said Subdivision line and running along the West-
ery line of the land described in said Deed North 28° 20' East 80.30
feet to a point on the Northerly line of the land described in the
deed to Donald O. Saunders, recorded September 20, 1954 in Liber
99 of Official Records, at page 333; thence along said Northerly
line the following courses and distances: North 76° 28' West 189.7
feet and South 28° 35' West 189.6 feet; thence leaving said last
mentioned line and running thence Southerly in a direct line
to the Point of Beginning.

EXCEPTING AND RESERVED THEREFROM AND THEREOUT a strip of land
40 feet wide, lying Northerly of and adjacent to the Southe-
ery line of the above described parcel and extending from
the Westerly line of the above described parcel to the Northerly
line of the above described parcel of land.

TOGETHER WITH THE FOLLOWING as easement for roadway and utility purposes
over and along said strip so excepted.

EXCEPTING THEREFROM that portion thereof conveyed by Donald O.
Saunders et al., to San Rafael Land Title Company, a corpora-
tion, by deed recorded November 10, 1935 in Liber 99 of Official
Records at page 333, Marin County Records.

TOGETHER WITH THE FOLLOWING as easement 40 feet in width for roadway
and utility purposes over a strip of land, described as follows:

A STRIP of land 40 feet in width lying Northwesterly of the
following described line:
BEGINNING at the most westerly corner of the property described in
that certain Deed dated November 1, 1955 executed by Donald D.
Saunders and Zita Saunders, his wife, to B. Kent Bibbeld and Wm.
H. Bibbeld, his wife, John F. Bibbeld and Kelsen Bibbeld, his wife,
recorded November 8, 1955, Recorder's Serial No. 25787, said point
being located on the Northerly line of Lot 10, as shown on said
Map of Sleepy Hollow Heights Unit One, and being located the
following courses and distances from the Northerly corner of Lot 13 of said Subdivision: North 57° 20' 20" West 359.993 feet
along the arc of curve to the left whose center bears South 32° 35'
40" West and whose radius is 190 feet, an arc distance of 120 feet,
thence from said point of beginning continuing along the Northerly
line of said Lot 10 and along the arc of said curve to the left, an
arc distance of 411.52 feet to the Northerly line of Crane Drive as
shown on said Map of Sleepy Hollow Heights Unit One.

The Northerly line of said right of way to extend from the
westerly line of the parcel of land described in the above mentioned
Deed, to the Northerly line of said Crane Drive.

EXCEPTING AND RESERVED THEREFROM AND THEREOF that portion of the
hereditary described property lying westerly of the following de-
scribed westerly line: beginning at a point in the Northerly line of
the above described property distant thereon North 79° 28' 7" West 90
feet from the most southerly termination of the cul-de-sac forth
above as "North 79° 28' 7" West 90.7 feet" and running thence from
said point of beginning South 8° 40' 26" West to a point in the South-
No. 14008

westerly boundary line of the above described parcel of land.

WITNESS: Our hand & seal, the 14th day of June, 1956

Zita R. Saunders

Zita R. Saunders
STATE OF CALIFORNIA
COUNTY OF MARIN

On June 12, 1956
Before me,
R. V. Curry,
Notary Public, in and for said
County, personally appeared,
Donald D. Saunders,
and acknowledged the
execution of the
instrument and acknowledged to me that the said
instrument was executed and acknowledged.

Notary Public
My commission expires 6-12-59

MARIU TITLE GUARANTY COMPANY
1361 Fifth Avenue, San Rafael, Calif.
the first party, hereby grants to

ALLAN M. GUMPEL, a married man, and ROBERT M. RIVERA,
an unmarried man

the second party, all the real property situated in the

County

of Marin, State of California, described as follows:

PARCEL ONE

BEGINNING at the intersection of the two courses North 66° 21' 30"
East 190.07 feet and North 47° 21' 30" East 506.82 feet in the
Southeasterly boundary line of the tract of land described in the
deed from San Rafael Land Title Co., a corporation to

ALBERT O. REICH, at u. recorded June 29, 1964 in Volume 441
of Official Records at page 468, Marin County Records; thence
along said boundary line North 47° 21' 30" East 100 feet,
thence leaving said East mentioned line North 42° 10' West,
70.0 feet and North 69° 10' West 159.500 feet to the northerly
extension of the southeasterly line of Butterfield Road,
thence along said road line on a curve to the left whose center
bears South 76° 21' 51" East, radius 666.790 feet, through
a central angle of 184° 47' 00" for a distance of 155.899
feet to its intersection with the southeasterly boundary line
of said tract hereinabove referred to; thence leaving said
road line and along said southeasterly line North 46° 21' 30"
East 153.80 feet to the point of beginning.

PARCEL TWO

BEGINNING at a point distant North 47° 21' 30" East 100.0
feet and North 47° 21' 30" East 70.0 feet from the intersection
of the two courses North 66° 21' 30" East 190.07 feet and
North 47° 21' 30" East 506.82 feet in the southeasterly
boundary line of the tract of land described in the deed from
San Rafael Land Title Co., a corporation to

ALBERT O. REICH, at u. recorded June 29, 1964 in Volume 441
of Official Records at page 468, Marin County Records; running thence
South 69° 10' West 159.500 feet to the northerly extension
of the southeasterly line of Butterfield Road; thence along said
road line extended, on a curve to the right, whose center
bears South 76° 21' 51" East, radius 666.790 feet, through
a central angle of 184° 47' 00" for a distance of 204.323 feet,
thence North 15° 21' 30" East 115.0 feet thence leaving said
East mentioned line South 86° 19' 10" East 130.008 feet and
South 13° 15' West 72.0 feet to the point of beginning.
21040

RECORDED AT REQUEST OF MASON TITLE GUARANTY CO.

AT 30 MIN. PAST 22 P.M.

AUG 29 1956

Official Records of Santa Clara, Calif.

N. T. Bisconni
RECORDED
2:50

STATE OF CALIFORNIA

On AUGUST 20th,

before me, E. J. Smith,

a Notary Public, in and for said

County of Santa Clara, personally appeared E. J. Smith,


and acknowledged to me that he has executed the

above instrument for the purpose therein set forth.

My commission expires 4-10-59

Notary Public

MAJN TITLE GUARANTY COMPANY

1700 JEFFERSON AVE., SAN FRANCISCO, CALIFORNIA
E. J. SPILLMAN

the first part thereof, hereby grants to
ALLAN R. CHAMPS, a married man and ROBERT M. RIVERS, an unmarried man

the second part rez; all the real property situated in the

County of Marin,

State of California, described as follows:

BEGINNING at a point distant North 47° 21' 30" East 100.0
feet and North 42° 10' West 70.0 feet from the intersection
of the two courses "North 66° 21' 10" East 192.07 feet
and North 47° 21' 30" East 100.02 feet" in the southeasterly
boundry line of the tract of land described in the
 deed to San Rafael Land Title Co., a corporation, to
Albert D. Houston, et al., recorded June 29, 1963 in Volume
461 of Official Records, at page 606, Marin County Records;
running thence South 59° 10' West 139.500 feet to the northerly
extension of the easterly line of Busterfield Road;
thence along said road line extended, on a curve to the
right, whose center bears South 78° 21' 51" East, radius
668.790 feet, through a central angle of 1° 44' 57"
for a
distance of 20.198 feet; thence North 15° 23' East 111.0
feet; thence leaving said last mentioned line North 89°
15' 40" East 168.137 feet and South 11° 50' 10" West
102.338 feet to the point of beginning.

WITNESS: AY... hand ...

[Signature]

RECORDED AT REQUEST OF
MARBON TITLE GUARANTY CO.
6TH MIN.P.ST. M.
JUN 17 1967

Official Records of Marin County, Calif.

MARIN TITLE GUARANTY COMPANY
1407 FIFTH AVENUE, SANTA ROSA, CALIFORNIA
GRANT DEED

H. A. Willard, also known as H. A. Willard and Alice C. Willard,
His Wife,

Grant to

Raymond Cerutti and Genie Cerutti, His Wife, Harry David Cerutti and
Jenell Marie Cerutti, His Wife, as to their undivided 1/2 Interest,
and Julius Minnig, as to an undivided 1/2 Interest.

Real property situated in the County of Marin
State of California, described as follows:

PARCEL ONE,

Beginning at the southeasterly corner of the parcel of land described in the deed from Erwin E. Willard, et ux., recorded April 12, 1918, in the 360th official records at page 395, Marin County records, running thence along the westerly line thereof, north 66° west, 110 feet, north 12° west, 30 feet, and north of the 90th north, 10 feet, to the southeasterly corner of the parcel of land described in the deed from H. A. Willard, et ux., recorded November 10, 1955, in Liber 1210, official records at page 251, thence along the southerly line and running of land described in said deed to Cerutti, north 12° west, 110 feet, south 59° east, 30 feet, south 70° east, 214 feet, south 30° east, 40 feet, to a point on the southernly line of the parcel of land described in said deed to Cerutti, north 12° west, 110 feet, south 89° east, 55 feet, to the southeasterly corner of the parcel of land described in the deed from H. A. Willard, et ux., to the presidency of the Humboldt, et al., corporation, recorded November 10, 1955, in Liber 1210, official records at page 251, thence running thence along the southerly line of the parcel of land described in said last mentioned deed, along the centerline of said easement, 100 feet, along the centerline of said easement, north 140° east, 332.79 feet, south 29° east, 33.74 feet, along the arc of a curve to the left having a radius of 75 feet, a distance of 121.35 feet, south 89° east, 12.72 feet, thence along said easement, north 10° west, 20.70 feet, to the northerly corner of the parcel of land described in the deed from H. A. Willard, et ux., recorded May 25, 1918, in Liber 391, official records at page 120, running the northerly line of the parcel of land described in the deed from H. A. Willard, et ux., recorded May 25, 1918, in Liber 391, official records at page 120, running the northerly line of the parcel of land described in said last mentioned deed, north 140° east, 332.79 feet, north 30° east, 20.70 feet, to the northerly corner of the parcel of land described in the deed from H. A. Willard, et ux., recorded May 25, 1918, in Liber 391, official records at page 120, running the northerly line of the parcel of land described in said last mentioned deed, north 140° east, 332.79 feet, south 30° east, 20.70 feet, to the southeasterly corner of the parcel of land described in the deed from H. A. Willard, et ux., recorded May 25, 1918, in Liber 391, official records at page 120, running the northerly line of the parcel of land described in said last mentioned deed, north 140° east, 332.79 feet, south 30° east, 20.70 feet, to the

SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR ROADWAY AND UTILITIES PURPOSES OVER, ALONG AND ACROSS A STRIP OF LAND 40 FEET WIDE, LYING 20 FEET ON EACH SIDE OF LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF THE ABOVE DESCRIBED PARCEL OF LAND AND RUNNING THENCE ALONG THE WESTERLY AND NORTHERLY LINE THEREOF, NORTH 1/2 98° 28' 55" west 195.91 feet, north 30° west 150.01 feet, along the arc of a curve to the left having a radius of 150 feet, a distance of 129.78 feet, north 12° west 213.00 feet, along the arc of a curve to the right having a radius of 75 feet, a distance of 124.66 feet, south 90° 1' east, 100.77 feet and south 110° 10' east, 164.22 feet,

SUBJECT TO AND TOGETHER WITH AN EASEMENT, 40 FEET WIDE, LYING SOUTHWESTLY AND WESTERLY OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE:

RECORDED AT REQUEST OF
TRANS WESTERN TITLE CO.

JULY 12TH, 1957

STATE OF CALIFORNIA
COUNTY OF MARIN

On JULY 12TH, 1957
before me, I, J. A. WILLARD, a Notary Public appointed for said County and State, personally appeared
H. A. WILLARD AND ALICE F. WILLARD
H. A. WILLARD

Notary Public

My Commission Expires: SEP'T 27TH, 1960

TRANS WESTERN TITLE COMPANY

SECTION OFFICE
1181 Fourth Ave., Santa Ana, Calif.
GRANT DEED

R. J. SPIEGLMAN and ESTHER R. SPIEGLMAN

Grant to

DOMINICAN CONVENT OF SAN RAFAEL, a corporation,

the real property situated in the

County of Marin

State of California, described as follows:

(For description of the premises see Exhibit "A" attached hereto.)

Date: May 25, 1960

Signed:

EUGENE R. McKEE

RECORDING DATA

STATE OF CALIFORNIA
COUNTY OF Marin

May 25, 1960

EUGENE R. McKEE, a Notary Public in and for said County and State; personally appeared E. J. SPIEGLMAN and ESTHER R. SPIEGLMAN, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

RECORDED AT THE REQUEST OF
CALIF. PAC. TITLE CO.

AT 10:00 MIN. PAST 8 A.M., MAY 25, 1960

Official Records of Marin County, Calif.

FEE $3.00

RECORDER
DESCRIPTION:

THAT certain real property situate in the County of Madera, State of California, described as follows:

PARCEL ONE:

BEGINNING at a point on the Northwesterly boundary line of that certain tract of land conveyed from the San Anselmo Holding Corporation to H. A. Willard by deed recorded March 5th, 1937, in Volume 335 of Official Records, at page 367, Mariposa County Records, distant on said boundary line from the North 20° 17' West 200 feet from the intersection of the two courses "North 20° 17' East 927.063 feet, and North 54° 02' 30" East 402.16 feet"; thence along the said Willard boundary line North 20° 17' East 200 feet, North 54° 02' 30" East 402.16 feet; South 27° 47' East 261.936 feet, South 59° 50' 30" East 292.11 feet, South 48° 30' East 197.413 feet, South 40° 33' East 178.105 feet, North 63° 45' East 132.978 feet, North 60° 31' East 103.07 feet, South 77° 10' East 202.05 feet, South 38° 13' East 195.591 feet; South 4° 20' 30" West 95.447 feet, South 11° 46' 30" West 135.56 feet; thence leaving said Willard boundary, South 6° 51' West 94.297 feet, South 58° 54' East 89.53 feet, South 27° 56' 30" East 82.25 feet; South 10° 22' East 139.15 feet, South 45° 13' East 141.48 feet, South 84° 01' 30" East 167.01 feet; to a point in the County Road; thence South 8° 58' 30" West 271.14 feet, North 66° 21' 30" East 192.07 feet, North 47° 21' 30" East 506.82 feet, North 42° 41' 20" East 1351.37 feet to the Northwesterly boundary line of the Sleepy Hollow Ranch; thence along said boundary line North 67° 15' West 6550 feet to the most Northerly corner of said ranch; thence continuing along said ranch boundary South 64° West 4480.2 feet to the Northwest corner of said ranch; thence along the Southwest boundary line of said ranch South 39° East 904.20 feet, South 60° East 228.30 feet, South 23° 45' East 341.22 feet; South 46° 45' East 326.70 feet South 24° 45' East 369.60 feet, thence leaving said ranch boundary, South 79° 40' East 4110 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM, the included portion of the County Road.


ALSO EXCEPTING THEREFROM all that portion thereof described in the deed from Albert G. Reisch et ux to H. A. Willard et ux., recorded May 25, 1950 in Volume 651 of Official Records, at page 156.

PARCEL TWO:
BEGINNING at an angle point in the boundary line of the Golf Course Tract, formed by the intersection of the two courses, "North 27° 47' West 261.934 feet, and North 62° 42' 30" West 218.84 feet," as said Golf Course Tract is described in that certain lease from San Anselmo Holding Company, a Corporation, to M. A. Willard, recorded June 11, 1937 in Volume 361, Official Records, at page 159, Marin County Records, and running thence South 54° 02' 30" West 170.36 feet to the center line of a 40.00 foot road right of way, thence along said center line, South 76° 01' 30" East 58.86 feet, South 27° 01' 30" East 65.299 feet, South 38° 37' 30" East 146.64 feet, thence leaving said center line North 42° 18' 30" East 108.87 feet to the aforesaid boundary of the Golf Course Tract, thence along said boundary North 27° 47' West 261.934 feet to the point of beginning.

SUBJECT TO an easement for roadway and utility purposes over a strip of land 20 feet in width lying Northeasterly of and adjacent to the Southwesterly line of the property above described and extending from the Northeasterly line of said property to the Southwesterly line thereof.

TOGETHER WITH an easement for roadway and utility purposes over a strip of land 20 feet in width lying Southwesterly of and adjacent to the Southwesterly line of the property above described and extending from the Southwesterly extension of the Northeasterly line of said property to the Southwesterly extension of the Southwesterly line thereof.

JPT: ac
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

ANDREW G. RUSSELL III AND KATHERINE P. RUSSELL, his wife,

hereby GRANT(S) to

DOMINICAN CONVENT OF SAN RAFAEL, a corporation,

the following described real property in the

county of Marin,

state of California:

PLAT OF

BEGINNING at a point which bears North 39° 41' 25" West 5918.216 feet, North 28° 06' 55" East 429.820 feet, North 05° 08' 08" West 537.41 feet and North 79° 28" West 33 feet from the northwesterly corner of that certain parcel of land containing 30.61 acres, conveyed by the San Anselmo Holding Company, a corporation, to the California Pacific Title and Trust Company, a corporation, by deed dated August 8, 1933, and recorded September 1, 1933, in

Liber 267, Official Records at page 410, Marin County Records,

and running:

thence North 19° 48' 49" West 82.53 feet, thence North 78° 35' West 110.61 feet, thence on the arc of a curve to the left 195 feet, central angle 32° 00', whose center bears

30° 30' West, an arc distance of 83.78 feet, thence

45° 30' West 28.86 feet, thence on the arc of a curve of radius 75 feet, central angle 99° 12', whose center bears

31° 24' 30" East, an arc distance of 129.83 feet, thence

North 106.77 feet, thence South 04° 35' 10" East 10° 25' West 20.79 feet, thence

North 31 feet, thence North 48° 30' West 137.419 feet,

30° West 292.111 feet, thence North 27° 41'

30° North 54° 02' 32" West 402.133 feet,

103.083 feet, thence South 69° 43' 30" West 237 feet, thence South 67° 00' East 128 feet, thence

South 37° 10' East 90.00 feet, thence South 71° 20'

East 233.70 feet to the point of

termination.

EJECTMINT THEREFROM those portions thereof which are within Parcel One above.

<table>
<thead>
<tr>
<th>Date</th>
<th>February 28, 1962</th>
</tr>
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<tbody>
<tr>
<td>State</td>
<td>California</td>
</tr>
<tr>
<td>County</td>
<td>Marin</td>
</tr>
<tr>
<td>Date of Document</td>
<td>February 28, 1962</td>
</tr>
<tr>
<td>Witness</td>
<td>Andrew G. Russell, III, Katherine F. Russell</td>
</tr>
</tbody>
</table>

\[\text{Title Order No.} \quad \text{Exeem No.} \]

\[\text{Heary Public in and for said County and State}\]

\[\text{If executed by a Corporation, the Corporation \textit{firm} of acknowledgement must be signed}\]
THIS INDENTURE made and entered into this 4th day of
March, 1964, by and between DOMINICAN CONVENT OF SAN RAFAEL, a
Corporation, hereinafter called "Grantor" and MARIN MUNICIPAL WATER
DISTRICT, a public corporation, hereinafter called "District."

WITNESS:

That for a good and valuable consideration, receipt whereof
is hereby acknowledged, grantor does by these presents, grant, bargain,
sell and convey unto the District, its successors and assigns, the
following rights-of-way in the County of Marin, State of California,
described as follows:

PARCEL A

A pipeline and access right of way over that certain 24' strip of land lying 12', measured perpendicularly on each side of the
following described centerline.

BEGINNING at a point in Butterfield Road, which point bears
North 0° 39' 03" East 317.37 feet from the intersection of the centers
lines of said Butterfield Road and Von Winkle Drive; as said streets
are shown on that certain map entitled, "Map of Sleepy Hollow Unit Two",
recorded July 1946 in Book 6 of Maps at page 14, Marin County Records;
thence from said Point of Beginning North 9° 21' East 432.80 feet; thence
North 83° 24' West 222.50 feet; thence North 10° 50' West 253.50 feet;
thence North 17° 37' East 402.00 feet; thence North 59° 22' West 809.64
feet; thence North 62° 52' West 331.24 feet to the termination of said
Centerline.

EXCEPTING THEREFROM, that portion of the above described easement lying within the Right of Way of Butterfield Road.

PARCEL B

A right of way, for pipeline or pipelines and access purposes
over the following:

All that certain strip of land 10 feet in width, lying 5 feet,
measured perpendicularly, on each side of the following described
centerline:

BEGINNING at the most Northerly corner of that certain parcel
of land described as Parcel One conveyed by Raymond Cerutti, et al.,
to Joseph F. Edelstein, at US, in Deed dated March 27, 1959 and recorded
April 10, 1959 in Libra 1276 of Official Records at page 56, Marin County.
Records; thence North 35° 53' 46" East 143.66 feet to the Northeasterly
line of that certain parcel of land described as Parcel One conveyed by
Andrew C. Russell, et al., to Dominican Convent of San Rafael, a corpora-
tion, in Deed dated February 26, 1962 and recorded in Liber 1545 of
Official Records at page 470, Marin County Records; thence continu-
ing North 35° 53' 46" East 146.80 feet; thence North 40° 28' West 270.98
feet; thence North 13° 48' East 78.0 feet more or less to its intersection
with Parcel A above described.

PARCEL C

A right of way for pipeline or pipelines and access purposes
20.0 feet in width lying parallel with, adjacent to and Southwesterly
and Westerly of the following described line:

BEGINNING at the Southwesterly corner of Parcel One conveyed
in the deed executed by Raymond Cerutti, et al., to Joseph P. Edelstein,
et al., dated March 27, 1959 and recorded April 16, 1959 in Liber 1270
of Official Records at page 56, Marin County Records; running thence
along the Southwesterly line of said parcel so conveyed North 19° 48'
48" West 82.55 feet, North 26° 25' 30" West 110.61 feet, thence on
a curve to the left whose center bears South 63° 34' 30" West, having
a radius of 150.0 feet, through a central angle of 32° 00' a distance
of 83.78 feet; thence North 58° 25' 30" West 28.86 feet, thence on a
curve to the right whose center bears North 31° 34' 30" East, having
a radius of 75.0 feet, through a central angle of 99° 12' 00", a
distance of 129.85 feet to a point, thence North 35° 53' 46" East 20.0
feet.

Said rights-of-way are granted and shall be held for and
subject to the following terms and conditions.

District shall have, and is hereby granted the right to lay,
maintain, repair, remove, replace and operate a pipeline or pipelines of
such dimension or dimensions as District may elect to install therein
together with the right to construct and maintain such meters, valves
and other facilities as may be necessary or convenient in connection with
the storage, transmission and delivery of water, together with and
including reasonable ingress and egress over adjoining lands for the
construction, repair and maintenance of such pipeline and facilities.

Grantee reserves and shall have the right to revise the grade
of the surface or location of such rights-of-way provided and only if
and when it shall first pay to District the full expense of changing the
grade or location of the pipeline and other installations of District
therein. In the event of any such change in grade, District will
determine if such grade change necessitates the raising or lowering of
the pipeline or other installation, and its finding thereon and an
expenditure shall be final. In the event a change in location is desired,
Grantee will first deal to District a new right-of-way suitable to
District and covering such change.
The rights-of-way granted herein shall be and are nonexclusive, and the right is hereby reserved by grantor to use said rights-of-way for any and all purposes which will not interfere with or jeopardize the use of the rights-of-way for the said purposes of District; provided, however, that no structures or other improvements shall be placed on or over such rights-of-way which will interfere with or impede the free access of District for use, repair, replacement or maintenance of the installations therein.

Bears shown are based on Map of Sleepy Hollow, Unit Two.

IN WITNESS WHEREOF, Grantor has executed these presents the day and year first above written.

DOMINICAN CONVENT OF SAN RAFAEL

By

Sister M. Justin, O.F.

And

Sister M. Antonia, O.P.

Refer to Drawing:
62-1-10

20430

STATE OF CALIFORNIA
COUNTY OF MARIN

On this 4th day of May in the year 1964, before me, THOMAS C. NELSON, a Notary Public in and for the County of Marin, State of California, residing therein, duly commissioned and sworn, personally appeared MARY M. BARRY, known in religion as MOTHER MARY JUSTIN, known to me to be the President of, and AGNES A. BARRIGAN, known in religion as SISTER MARY ANTONIA, known to me to be the Secretary of the corporation that executed the within instrument, and acknowledged to me that this corporation 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.

THOMAS C. NELSON
Notary Public in and for the said County and State

My Commission expires:
December 11, 1965
MAIL TAX STATEMENTS TO

Ervin A. Elchhorn and
Hannah Elchhorn
1444 Butterfield Rd, San Anselmo, CA

WITNESS OUR hand at this 14th day of

Halvor F. Berg
Barbara D. Berg

State of California
County of Marin

On the 14th day of July 1989

before me, the undersigned, a Notary Public in and for said County, personally appeared

Halvor F. Berg and Barbara D. Berg to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged the execution of the same.

WITNESS my hand and official seal

William A. McConnell
Notary Public in and for said County and State

Marin Title Guaranty Company, 1300 Fourth Street, San Rafael, California

Ex 2311 Pag 538
25315

GRANT DEED

SAN DOMENICO SCHOOL FOR GIRLS, a Corporation, the first party, hereby

Grants to COUNTY OF MARIN, a political subdivision of the State of California, the

second party,

all that real property situated in the County of Marin, State of California, and

bounded and described as follows:

AN EASEMENT for roadway purposes over that parcel of land described in
Exhibit "A" which is attached hereto and by reference made a part hereof.

WITNESS our hands this 9 day of June, 1973

SAN DOMENICO SCHOOL FOR GIRLS

By: 

President

By: 

Secretary

STATE OF CALIFORNIA
COUNTY OF MARIN

On 6-9-1973 before me, the undersigned, a Notary Public

in and for said State, personally appeared 


knowing to me to be the

President, and

Secretary of the

corporation that executed this deed, known to me to be the persons who executed the
within instrument on behalf of the corporation, and acknowledged to me that such

corporation executed the within instrument pursuant to a resolution of its board of
directors.

WITNESS my hand and official seal.

Signature

M. A. Lehner

Notary Public California
COUNTY OF MARIN

By: 

A. A. Lehner

Printed Name
A PARCEL OF LAND situated in the County of Marin more particularly described as follows:

BEGINNING at a point in the easterly line of the northerly extension of Butterfield Road, said point being the northwest corner of that certain parcel of land described in the deed from N. J. Spielman et ux. to Lester Howard Clark, et ux., recorded March 30, 1959 in Book 1291 of Official Records at Page 132, Marin County Records; this point being the same point as described as point of beginning of Parcel Two in Deed recorded in Book 2311 of Official Records at Page 587, Marin County Records, thence from said point of beginning North 38°50'06" East, a distance of 58.16 feet, thence on a curve to the left, tangent to the preceding course, with a radius of 50 feet, through a central angle of 198°45'03" for an arc length of 173.44 feet, thence South 20°05'03" West, a distance of 90.91 feet, thence South 84°01'50" East a distance of 81.10 feet to the point of beginning.

CONTAINING an area of 11,164 sq. ft. more or less and being a portion of the lands of San Domenico School for Girls, a corporation as described in Deed recorded in Book 1370 of Official Records at Page 49, Marin County Records.

EXHIBIT A
OFFICIAL RECORDS COUNTY OF MARIN

Street Name: Lutterfield Road
Area: Sleepy Hollow
Project: Lutterfield Road
      Cul-de-sac

CERTIFICATE OF ACCEPTANCE OF GRANT
OF INTEREST IN REAL PROPERTY

THIS IS TO CERTIFY that the interest in real property conveyed
by the Grant deed dated June 9, 1973, from SAN DOMENICO SCHOOL FOR
GIRLS, a corporation, to the COUNTY OF MARIN, is hereby accepted by
order of the Board of Supervisors of the County of Marin on
June 26, 1973, and the grantee consents to the recordation thereof
by its duly authorized officer.

DATED: June 26, 1973

Arnold M. Baptiste
Chairman, Board of Supervisors

ATTEST:

Geo. H. Gross
Clerk, County of Marin
OFFICIAL RECORDS COUNTY OF MARIN

RECORDING REQUESTED BY

AND WHEN RECORDS SSHS TO

Mr. & Mrs. Michael F. Doelger
168 Palm Ave.
San Rafael, Calif. 94901

RECORDED AT REQUEST OF
TITLE INSURANCE
AND TRUST COMPANY
AT 12 MIN. PAST 10 A.M.
SEP 10 1980

RECEIVED BY
RECORDER

SPACE ABOVE THIS LINE FOR RECORDERS USE

Individual Grant Deed

THE VALUE OF THE CONSIDERATION given for the conveyance hereinafter described is $13,000.00.

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

WILLIAM DONELLY and Eileen DONELLY, husband and wife, and
ROBERT E. POOLE

hereby GRANTS to

MICHAEL F. DOELGER and MARTY N. DOELGER, husband and wife,

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

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

Dated: September 26, 1980

WILLIAM DONELLY
EILEEN DONELLY
ROBERT E. POOLE

STATE OF CALIFORNIA
COUNTY OF MARIN

BEFORE ME, the undersigned a Notary Public in and for said State, personally appeared
WILLIAM DONELLY, EILEEN DONELLY and ROBERT E. POOLE

who, being first duly sworn, deposes and says that they executed the same
WITH THEIR HAND AND SEAL of said State.

AYDIE H. GODDARD
Notary Public

FILE DATED NO. 3769
RECORDER NO. 13

MAKETAX STATEMENTS AS DIRECTED ABOVE
EXHIBIT "A"

SCHEDULE C

THE LAND REFERRED TO HEREIN IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN REAL PROPERTY IN THE COUNTY OF MARIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL ONE:
BEGINNING at a point which bears South 54° 02' 30" West 130.56 feet from an angle point in the Southwesterly boundary line of the City Course Tract formed by the intersection of the two courses "North 27° 47' West 251.934 feet and North 62° 42' 30" West 218.54 feet", as said Golf Course Tract is described in that certain lease from San Anselmo Holding Company, a corporation, to H. A. Willard, recorded June 11, 1937 in Book 341 of Official Records at page 199, Marin County Records; and running thence South 54° 02' 30" West 231.6 feet and South 20° 17' West 200.0 feet; thence North 79° 40' West 651.89 feet; thence North 22° 03' East 470.63 feet, South 81° 06' 20" East 219.92 feet to the center of a 40.0 foot right of way; thence along the center line of said road right of way, South 57° 40' 30" East 201.03 feet and South 70° 01' 30" East 147.35 feet to the point of beginning.

PARCEL ONE-A:
A EASEMENT for roadway and utility purposes of the uniform width of 20 feet lying Northerly of and contiguous to the following described line:

BEGINNING at the most Easterly corner of the parcel of land described in the deed from Albert G. Reisch, et ux, to H. A. Willard, et ux, recorded May 25, 1950 in Book 427 of Official Records at page 427, Marin County Records; running thence along the Northwesterly line of said parcel; North 70° 01' 30" West 147.35 feet and North 57° 40' 30" West 201.03 feet to the point of termination thereof.

PARCEL TWO:
An EASEMENT for roadway and utility purposes over a strip of land having a uniform width of 40 feet, the center line of which is described as follows:

BEGINNING at the point of intersection of the courses set forth as "South 85° 35' East 102.72 feet" and "West 10° 35' West 20.79 feet" in the deed from H. A. Willard, et ux, to the Presbytery of the Redwoods, a religious corporation, recorded November 18, 1955 in Book 927 of Official Records at page 531, Marin County Records; running thence along the exterior lines of the parcel of land described in said deed, North 84° 35' West, 102.72 feet and North 49°
EXHIBIT "A" (CONT'D)

14' West, 106.77 feet to a point; thence leaving said exterior line and running in a general Northerly direction to the most Southerly corner of the parcel of land described in the Deed from H. A. Willard, et ux, to A. C. Raisch, et ux, recorded May 25, 1950 in Book 644 of Official Records at page 473; running thence along the Southwesterly line thereof, North 38° 47' 30" West, 148.64 feet, North 27° 01' 30" West, 85.299 feet and North 70° 01' 30" West, 58.86 feet to the most Easterly corner of Parcel One herein described.

PARCEL THREE:
AN EASEMENT 60 feet wide, lying Southerly and Westerly of the following described line:

BEGINNING at the point of intersection of the courses set forth as "North 10° 25' West 20.79 feet" and "North 40° 33' West 378.105 feet" in the Deed from H. A. Willard, et ux, to The Presbytery of the Redwoods, a religious corporation, recorded November 18, 1955 in Book 987 of Official Records at page 461, Marin County Records; running thence North 63° 43' East, 132.978 feet, North 80° 30' East 103.97 feet, South 77° 10' East, 202.05 feet, South 38° 13' East, 199.533 feet, South 6° 20' 30" West, 95.547 feet, South 11° 46' 30" West, 135.56 feet, South 6° 51' East, 94.27 feet, South 58° 54' East, 89.53 feet, South 27° 56' 30" East, 82.25 feet, South 10° 22' East, 139.15 feet, South 45° 13' East, 141.68 feet and South 84° 01' 30" East, 131.066 feet to a point on the Westerly line of Butter-
SAN DOMENICO SCHOOL FOR GIRLS, a corporation, which acquired title as Dominican Convent of San Rafael, a corporation

First party, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation,

Second party, the right from time to time to construct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands situate in the

County of Marin, State of California described as follows:

(APN 175-300-25)

1. The parcel of land bounded by a line which begins at the most westerly corner of the parcel of land described in the deed from San Domenico School for Girls to the County of Marin dated June 9, 1973 and recorded in Book 2701 of Official Records at page 315, Marin County Records, said point of beginning is hereinafter convenience called Point "A" and runs thence N20°05'03"E, along the westerly boundary line of said parcel of land described in said deed dated June 9, 1973 89.50 feet to a point herein for convenience called Point "B"; thence continuing N20°05'03"E 1.41 feet; thence northwesterly on a curve to the right with a radius of 50.00 feet, through a central angle of 46°50'43" and tangent to the preceding course an arc distance of 40.88 feet; thence leaving said westerly boundary line S9°21'W 119.90 feet to a point in the southerly boundary line of said parcel of land described in said deed dated June 9, 1973; thence N84°01'30"W, along said southerly boundary line 39 feet, more or less, to the point of beginning.
STATE OF CALIFORNIA 
COUNTY OF MARIN 

On this 26th day of May, 1984, before me, RODERICK P. MARTINELLI, a Notary Public in and for the County of Marin, State of California, residing therein, personally appeared SISTER M. SILVESTER, O.P., and SISTER H. MAURICE, O.P., personally known to me to be the Chief Financial Officer and Director of Development, respectively, of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.

[Signature]
Rodrick P. Martinelli
Notary Public
First party shall not erect or construct any building or other structure or drill or operate any well within said parcel and strips of land heretofore described.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF first party has executed these presents this 35th day of May, 1984.

SAN DOMENICO SCHOOL FOR GIRLS

By ________________________________
Sister M. Sylvester, O.P.

And By ________________________________
Sister M. Maurole, O.P.

North Bay - BWO 115, BWO 415
Map SS-31-B (E), 2926-F6 (G)
LN 10284 - Section 13 - SW 1/4 of SE 1/4
Section 24 - NN 1/4 of NE 1/4
T2N R7W - MDB&M

Executed in the presence of:

______________________________
WITNESS

Prepared: ________________________________

Checked: ________________________________

FOR NOTARY'S USE ONLY
2.) A strip of land of the uniform width of 40 feet extending northwesterly from the westerly boundary line of the parcel of land hereinbefore described and designated 1.) and lying 20 feet on each side of the line which begins at said Point "B" and runs, thence N28°00'W 88.49 feet; thence N13°30'E 136.53 feet; thence N43°47'48"W 46.65 feet to a point herein for convenience called Point "C".

3.) A strip of land of the uniform width of 20 feet extending northwesterly from the northwesterly boundary line of the strip of land hereinbefore described and designated 2.) and lying 10 feet on each side of the line which begins at said Point "C" and runs thence northwesterly on a curve to the right with a radius of 50.00 feet, through a central angle of 82°00' and tangents at the westerly terminus thereof to a line which has a bearing of N78°00'W and an arc distance of 71.56 feet; thence N4°00'E 20.00 feet; thence northwesterly on a curve to the left with a radius of 50.00 feet, through a central angle of 104°42'25" and tangents at the northerly terminus to a line which has a bearing of N4°00'E, an arc distance of 51.37 feet; thence N07°43'15"W approximately 61 feet to a point in the northwesterly boundary line of the strip of land described in the deed from Dominican Convent of San Rafael to Pacific Gas and Electric Company dated February 19, 1964 and recorded in Book 1797 of Official Records at page 331, Marin County Records.

4.) A strip of land of the uniform width of 10 feet extending northwesterly from the northeasterly boundary line of the strip of land hereinbefore described and designated 3.) and lying 5 feet on each side of the line which begins at a point in the centerline of said strip of land hereinbefore described and designated 3.), said point bears N13°30'05"W, 467.32 feet distant from said Point "A" and runs thence N27°00'E 43.25 feet.

Said facilities shall consist of:

One or more underground pipes with suitable service pipes and connections for the conveyance of gas; and such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; and fixtures and appurtenances necessary to any and all thereof, as second party deems necessary located within the parcel and strips of land hereinbefore described.

In the event any facilities installed hereunder shall interfere with first party's development of said lands, second party's shall relocate such facilities so interfering to another location satisfactory to second party; provided, however, that first party shall bear the expense of such relocation and shall grant to second party, without charge, a new right of way, by form of grant satisfactory to second party, for such relocated facilities.
CHESTER W. LEBSACK
A PROFESSIONAL CORPORATION
525 Marshall Street
P. O. Box 130
Redwood City, CA 94064
Telephone: (415)366-8411

SUPREME COURT OF CALIFORNIA, COUNTY OF SAN MATEO

In the Matter of the Estate of

THELMA DOELGER
Deceased

ORDER AUTHORIZING EXCHANGE OF PROPERTY, EXECUTION OF AGREEMENTS, AND EXPENDITURE OF FUNDS TO COMPLETE IMPROVEMENTS, AND CARRY OUT TERMS OF EXCHANGE AGREEMENT

The Petition of Edward M. King and Chester W. Lebsack, as Executors of the Will of Thelma Doelger, came on regularly for hearing before this Court on May 30, 1984. The Court has reviewed the verified Petition and evidence submitted in support of the Petition, and based on the foregoing FINDS, ORDERS AND DETERMINES AS FOLLOWS:

1. That all notices required by law have been given.
2. That it is in the best interest of the estate and all those interested therein to permit the exchange of the real property held by the Estate of Thelma Doelger, as set forth in the Petition on file herein, for real property owned by San

-1-
Domenico School for Girls, a corporation, in conformity with the
terms of the Exchange Agreement attached to the Petition on file
in this proceeding.

3. That the Executors of the Will of Thelma Doelger, namely:
Edward M. King and Chester W. Lebsack, are authorized and directed
to execute a deed conveying to San Domenico School for Girls, a
corporation, of the property presently owned or held by the Estate
of Thelma Doelger, which property is more specifically described
in Exhibit A attached hereto and made a part hereof.

4. That said Executors are authorized and directed to enter
into agreements with public agencies and others to carry out the
terms and conditions of the Exchange Agreement as set forth in
the Petition, and to expend such estate funds as may be reasonably
required to carry out all the terms and conditions of said agree-
ment and to execute and give such assurances as may be required
by any and all public agencies rendering utility or other services
to the property, and to ultimately sell such parcels of land being
acquired from San Domenico School for Girls, a corporation, subject
to further order of this Court with regard to the sale of any or
all of said parcels.

Dated: May 30, 1984

[Signature]
JUDGE OF THE SUPERIOR COURT
DESCRIPTION

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

PARCEL ONE:
BEGINNING at a point which bears South 56° 02' 30" West 170.56 feet from an angle point in the Southwesterly boundary line of the Golf Course Tract formed by the intersection of the two courses "North 27° 47' West 261.93 feet and North 62° 42' 30" West 218.04 feet," as said Golf Course Tract is described in that certain lease from San Anselmo Holding Company, a corporation, to H. A. Willard, recorded June 11, 1937 in Book 341 of Official Records, at page 199, Marin County Records, and running thence South 54° 02' 30" West 231.6 feet and South 20° 17' West 200.0 feet, thence North 22° 03' East 470.63 feet, South 81° 06' 20" West 219.92 feet to the center of a 40.0 feet road right of way thence along the center line of said road right of way, South 57° 40' 30" West 201.03 feet and South 70° 01' 30" West 147.55 feet to the point of beginning.

PARCEL ONE-A:
AN EASEMENT for roadway and utility purposes of the uniform width of 20 feet lying Northwesterly of and contiguous to the following described line:

BEGINNING at the most Easterly corner of the parcel of land described in the Deed from Albert G. Raisch, et ux, to H. A. Willard, et ux, recorded May 25, 1950 in Book 647 of Official Records, at page 457, Marin County Records; running thence along the Northwesterly line of said parcel, North 70° 01' 30" West 147.55 feet and North 57° 40' 30" West 201.03 feet to the point of termination thereof.

PARCEL TWO:
AN EASEMENT for roadway and utility purposes over a strip of land having a uniform width of 40 feet, the centerline of which is described as follows:

BEGINNING at the point of intersection of the courses set forth as "South 86° 35' East 152.72 feet" and "North 10° 25' West 20.79 feet" in the Deed From H. A. Willard, et ux, to The Presbytery of the Redwoods, a religious corporation, recorded November 16, 1955 in Book 987 of Official Records, at page 481, Marin County Records; running thence along the exterior lines of the parcel of land described in said Deed, North 86° 35' West 162.72 feet and North 49° 14' West 106.77 feet to a point, thence leaving said exterior line and running in a general Northwesterly direction to the most Southerly corner of the parcel of land described in the Deed From H. A. Willard, et ux, to A. G. Raisch, et ux, recorded May 25, 1950 in Book 644 of Official Records, at page 473; running thence along the Southwesterly line thereof, North 38° 37' 30" West 148.64 feet, North 27° 01' 30" West 85.299 feet and North 70° 01' 30" West 58.86 feet to the most Easterly corner of Parcel One herein described.

PARCEL THREE:
AN EASEMENT 40 feet wide lying Southerly and Westerly of the following described lines:

BEGINNING at the point of intersection of the courses set forth as "North 10° 25' West 20.79 feet" and "North 40° 33' West 378.105 feet" in the Deed From H. A. Willard, et ux, to The Presbytery of the Redwoods, a religious corporation, recorded November 16, 1955 in Book 987 of Official Records, at page 481, Marin County Records; running thence North 63° 45' East 132.978 feet, North 80° 30' East 103.07 feet, North 77° 10' East 202.05 feet, South 38° 13' East 198.593 feet, South 4° 20' 30" West 95.547 feet, South 11° 46' 30" West 135.56 feet, South 6° 51' East 94.27 feet, South 58° 54' East 89.53 feet, South 27° 56' 30" East 82.25 feet, South 10° 22' East 139.15 feet, South 85° 13' East 141.48 feet and South 84° 01' 30" East 131.066 feet to a point on the Westerly line of a meadow.
RECORDED AT REQUEST OF

FIRST AMERICAN
TITLE
1966 AUG 3
9H & 00
OFFICIAL RECORDS
MARIN COUNTY CALIFORNIA
W. BRUCE SHAFER

STATE OF CALIFORNIA
COUNTY OF SAN MATO

I, MARVIN CHURCH, County Clerk of the above entitled
County, and an office Clerk of the Superior Court hereby
do hereby certify that the foregoing is a full, true and
correct copy of the original on file in my office, and
that I have carefully compared the same with the original.

WITNESSES my hand and seal of said Superior Court.

10-30-66
MARVIN CHURCH
County Clerk of the Superior Court

Deputy Clerk
EDWARD M. KING and CHESTER W. LEBSACK, Executors of the WILL
OF THELMA DOELGER, deceased, pursuant to the Order of the Superior
Court of California, County of San Mateo, made in the matter of the
Estate of Thelma Doelger, deceased, proceeding number 76213 on May 30,
1984, authorizing exchange of real property and directing the execution
of conveyance hereby grant without covenant or warranty, express
or implied, to SAN DOMENICO SCHOOL FOR GIRLS, a corporation, all right,
title, interest and estate of the decedent and all right, title and
interest that the estate may have subsequently acquired by operation
of law or otherwise, in and to the real property situate in the County
of Marin, State of California, more particularly described in Exhibit A
attached hereto and made a part hereof.

Dated: May 30, 1984

EDWARD M. KING, Executor of the Will
of Thelma Doelger, Deceased

CHESTER W. LEBSACK, Executor of the
Will of Thelma Doelger, Deceased

STATE OF CALIFORNIA   } ss.
COUNTY OF SAN MATEO   }

On this 30 day of May, 1984, before me, the undersigned,
a Notary Public in and for the State of California, duly commissioned
and sworn, personally appeared EDWARD M. KING and CHESTER W. LEBSACK,
proven to me on the basis of satisfactory evidence to be the persons
whose names are subscribed to the within instrument and acknowledged
to me that they executed the same.

WITNESS my hand and official seal.

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

PARCEL ONE:
BEGINNING at a point which bears South 54° 02' 30" West 170.56 feet from an angle point in the Southwesterly boundary line of the Golf Course Tract formed by the intersection of the two courses "North 27° 47' West 261.954 Feet and North 62° 42' 30" West 218.84 Feet", as said Golf Course Tract is described in that certain lease from San Anselmo Holding Company, a corporation, to H. A. Willard, recorded June 11, 1937 in Book 341 of Official Records, at page 199, Marin County Records, and running thence South 54° 02' 30" West 231.6 feet and South 20° 17' West 200.0 feet, thence North 79° 40' West 451.89 feet, thence North 22° 03' East 470.63 feet, South 01° 06' 20" East 219.92 feet to the center of a 40.0 foot road right of way; thence along the center line of said road right of way, South 57° 40' 30" East 201.03 feet and South 70° 01' 30" East 147.55 feet to the point of beginning.

PARCEL ONE-A:
AN EASEMENT for roadway and utility purposes of the uniform width of 20 feet lying Northeasterly of and contiguous to the following described line:

BEGINNING at the most Easterly corner of the parcel of land described in the Deed from Albert C. Rauch, et ux., to H. A. Willard, et ux., recorded May 25, 1950 in Book 647 of Official Records, at page 437, Marin County Records; running thence along the Northwesterly line of said parcel, North 70° 01' 30" West 147.55 feet and North 57° 40' 30" West 201.03 feet to the point of termination thereof.

PARCEL TWO:
AN EASEMENT for roadway and utility purposes over a strip of land having a uniform width of 40 feet, the centerline of which is described as follows:

BEGINNING at the point of intersection of the courses set forth as "South 84° 35' East 162.72 feet" and "North 10° 25' West 20.79 feet" in the Deed from H. A. Willard, et ux, to The Presbytery of the Redwoods, a religious corporation, recorded November 18, 1955 in Book 987 of Official Records, at page 481, Marin County Records; running thence along the exterior lines of the parcel of land described in said Deed, North 84° 35' West 162.72 feet and North 49° 14' West 106.77 feet to a point, thence leaving said exterior line and running in a general Northwesterly direction to the most Southerly corner of the parcel of land described in the Deed from H. A. Willard, et ux., to A. C. Rauch, et ux., recorded May 25, 1950 in Book 644 of Official Records, at page 473; running thence along the Southwesterly line thereof, North 38° 37' 30" West 148.64 feet, North 27° 01' 30" West 85.299 feet and North 70° 01' 30" West 58.86 feet to the most Easterly corner of Parcel One herein described.

PARCEL THREE:
AN EASEMENT 40 feet wide lying Southerly and Westerly of the following described line:

BEGINNING at the point of intersection of the courses set forth as "North 10° 25' West 20.79 feet" and "North 40° 33' West 378.105 feet" in the Deed from H. A. Willard, et ux, to The Presbytery of the Redwoods, a religious corporation, recorded November 18, 1955 in Book 987 of Official Records, at page 481, Marin County Records, running thence North 63° 45' East 132.978 feet, North 80° 30' East 103.07 feet, South 77° 10' East 202.05 feet, South 38° 13' East 198.593 feet, South 4° 20' 30" West 95.547 feet, South 11° 46' 30" West 135.56 feet, South 6° 51' East 94.27 feet, South 58° 54' East 89.53 feet, South 27° 56' 30" East 82.25 feet, South 10° 22' East 139.15 feet, South 45° 13' East 141.48 feet and South 84° 01' 30" East 131.066 feet to a point on the Westerly line of Butterfield Road.

ASSessor PARCEL NO. 176-300-24

EXHIBIT A
EDWARD H. KING and CHESTER W. LEBSACK as Executors of The Estate of Thelma Doelger, Deceased, make this agreement with PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, for the purpose of correcting the deed from San Domenico School for Girls to Pacific Gas and Electric Company dated May 25, 1984 and recorded as Recorder's Serial Number 84033854, Records of the County of Marin, State of California.

In order to correct said deed dated May 25, 1984, the following courses and distances shall be deemed stricken from it, namely:

In the parcel designated 1.): "thence northwesterly on a curve to the right with a radius of 50.00 feet, through a central angle of 46°50'43" and tangent to the proceeding course an arc distance of 40.88 feet;"

In the strip designated 3.): "thence northwesterly on a curve to the right with a radius of 50.00 feet, through a central angle of 82°00' and tangent at the westerly terminus thereof to a line which has a bearing of N78°00'W an arc distance of 71.56 feet; thence N4°00'E 20.00 feet; thence northwesterly on a curve to the left with a radius of 50.00 feet, through a central angle of 104°42'25" and tangent at the northerly terminus to a line which has a bearing of N4°00', an arc distance of 91.37 feet;"

and the following courses and distances shall be deemed substituted for the
stricken courses and distances, respectively, namely:

In the parcel designated 1.) "thence northeasterly on a curve to the right with a radius of 50.00 feet, through a central angle of 46°50'43" and tangent to the preceding course an arc distance of 40.88 feet;"

In the strip designated 3.) "thence northwesterly on a curve to the right with a radius of 50.00 feet, through a central angle of 82°00' and tangent at the southeasterly terminus thereof to a line which has a bearing of N78°00'W, an arc distance of 11.56 feet; thence N4°00'E 20.00 feet; thence northwesterly on a curve to the left with a radius of 50.00 feet, through a central angle of 104°42'25" and tangent at the southerly terminus to the previous course, an arc distance of 91.37 feet;"

The deed dated May 25, 1984 as corrected is confirmed by this agreement.

Dated this _______ day of March, 1985.

Edward M. King, as executor
Chester W. Lebsack, as executor
aforesaid

PACIFIC GAS AND ELECTRIC COMPANY
by D. O. Matt
Director of Real Estate

Executed in the presence of:

Witness

North Bay - BWO 115, BWO 415
Map SS-31-B (E), 2926-F6 (G), LN 10371, Sh. 1, Chg. 1 & Sh. 2,
Change 1 - Sec. 13, SW1 of SE4
Sec. 24, NW4 of NE4
T2NR7W - MDB8N
AF: 2402-07-0470
RE: 2402-07-0304
04-377

Prepared H.S.G.
Correct as to Form __/___ CEH
STATE OF CALIFORNIA  
County of San Mateo  

On this 14th day of March, in the year 1985, before me, Lucille Mullen, a Notary Public for the State of California, personally appeared H. D. Hatt, personally known to me (or proved to me on the basis of satisfactory evidence to be the person) who executed the within instrument as Director of Real Estate, or on behalf of Pacific Gas and Electric Company, a corporation, and acknowledged to me that the corporation executed it pursuant to its by-laws or a resolution of its board of directors.

Notary Public for the State of California

[Signature]

4.140 as trustee, executor, etc.

STATE OF CALIFORNIA  
County of San Mateo  

On this 26th day of March, in the year 1985, before me, Irene Ann Lebneck, a Notary Public for the State of California, personally appeared Chester W. Lebneck, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as Chester W. Lebneck, and acknowledged to me that he executed it, as executor.

Notary Public for the State of California

[Signature]

4.140 as Trustee, Executor, etc.

STATE OF CALIFORNIA  
County of San Mateo  

On this 26th day of March, in the year 1985, before me, Colleen N. Yalkehski, a Notary Public for the State of California, personally appeared Edward M. Camp, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as Edward M. Camp, and acknowledged to me that he executed it, as executor.

Notary Public for the State of California

[Signature]
UNITED PACIFIC INSURANCE COMPANY
HOME OFFICE, TACOMA, WASHINGTON

PAYMENT BOND
PRIVATE CONTRACT - CALIFORNIA

KNOW ALL MEN BY THESE PRESENTS: That we, PAGE CONSTRUCTION COMPANY, P.O. BOX 705,
NOVATO, CALIFORNIA 94947

(hereinafter called the Principal), as Principal, and UNITED PACIFIC INSURANCE COMPANY, incorporated under
the laws of the State of Washington, and duly authorized to transact the business of surety in the State of Califor-
nia (hereinafter called the Surety), as Surety, are held and firmly bound unto any and all persons performing labor
upon or furnishing materials to be used in or furnishing appliances, teams or power contributing to the work con-
tracted to be performed under the contract hereinafter mentioned, in the sum of ONE MILLION, FIVE HUNDRED
SIXTEEN THOUSAND, SEVENTY-FIVE AND NO/100THS---------- ($1,516,075.00-----) DOLLARS,
lawful money of the United States, for which payment, well and truly to be made, the Principal and the Surety bind
themselves, their heirs, executors, administrators, successors and assigns; jointly and severally, firmly by these
presents.

WHEREAS, on the 13th day of MAY, 1984, the Principal entered into a
written contract with
SAN DOMENICO SCHOOL CORPORATION, 1500 BUTTERFIELD ROAD, SAN ANSELMO, CA,
as Owner

a copy of which contract is or may be attached hereto, and is hereby referred to; SAN DOMENICO SCHOOL LIBRARY,
1500 BUTTERFIELD ROAD, SAN ANSELMO, CA. 94960

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay or cause to be paid
in full all claims for labor, or materials, or appliances, or teams, or power, or either or all, performed, furnished or
contributed in connection with such work, then this obligation shall be null and void; otherwise, to remain in full
force and effect.

THIS BOND is executed for the purpose of complying with the laws of the State of California as contained in Title 16,
Work of Improvement, of the Civil Code of the State of California and all acts amendatory thereof, and this bond shall inure
to the benefit of any and all persons who perform labor upon or furnish materials to be used in or furnish appliances, teams or
power contributing to the work described in said contract in accordance with the provisions of said statute.

No suit or action on this bond shall be maintained unless the same shall be filed within six months after the completion
of said structure or work described in said contract, as "Completion" is defined under applicable sections of Title 16, Works
of Improvement, of the Civil Code of the State of California.

SIGNED, sealed and dated this 21ST day of JUNE, 1984.
PAGE CONSTRUCTION COMPANY
P.O. BOX 705, NOVATO, CALIFORNIA 94947

by: D.E. BRADY
PRINCIPAL

UNITED PACIFIC INSURANCE COMPANY
100 BUSH STREET, SAN FRANCISCO, CA.

By: [Signature]
ATTORNEY-IN-FACT

State of CALIFORNIA
County of MARIN

On July 21, 1984, before me, the undersigned,

ALICE E. WASHBURN
NOTARY PUBLIC - CALIFORNIA
My Commission Expires July 24, 1987

a Notary Public of said County and state, personally appeared

JAMES A. YICK

ss.

known to me (or proved to me on the basis of satisfactory evidence) to be the Attorney-in-Fact of

UNITED PACIFIC INSURANCE COMPANY

the Corporation that executed the within instrument, and known to
me to be the person who executed the said instrument on behalf of the
Corporation therein named, and acknowledged to me that such
Corporation executed the same.

ALICE E. WASHBURN
NOTARY PUBLIC

Page 2 of 3
Requested By: dbegelmarsh, Printed: 5/27/2020 11:50 AM
1500 Butterfield Rd
San Anselmo
94960
Attn: Lester Maurice
SERIAL 59366

DATE OCTOBER 17, 1988  TIME 3:00 PM    FEE $6.00

NAME OF ASSESSMENT DIAGRAM:
PROPOSED BOUNDARIES OF SLEEPY HOLLOW OPEN SPACE ASSESSMENT DISTRICT

REQUESTED BY:
MARIN COUNTY OPEN SPACE DISTRICT

VOL. 3 OF ASSESSMENT DIAGRAMS 50  CAN NO. 6504

NO. OF SHEETS 1
SERIAL #

DATE Dec 8, 1968   TIME 3:20 PM  FEE $10.00

NAME OF ASSESSMENT DIAGRAM:
ASSESSMENT DIAGRAM
SLEEPY HOLLOW OPEN SPACE ASSESSMENT DISTRICT
MARIN COUNTY OPEN SPACE DISTRICT
COUNTY OF MARIN

REQUESTED BY: MARIN COUNTY OPEN SPACE DISTRICT

VOL. 3 OF ASSESSMENT DIAGRAMS 51  CAN RD. 6541

NO. OF SHEETS 20
GRANT DEED

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

SAN DOMENICO SCHOOL, formerly SAN DOMENICO SCHOOL FOR GIRLS, a California Corporation
hereby GRANTS to
THOMAS A. MALULIS, an unmarried man, TIMOTHY J. WARD, a married man, as his sole and separate property and LAWRENCE F. YOUNG, a married man, as his sole and separate property
the real property in the City of
County of Marin, State of California, described as

A SEWER EASEMENT twenty feet in width lying 10.00 feet on either side of the following described centerline and running from the western line of the land being the San Domenico School for Girls recorded in Book 1370 of Official Records, at page 49, Marin County Records, to the centerline of that certain easement owned by the Marin Municipal Water District recorded in Book 1315 of Official Records, at page 646, Marin County Records.

BEGINNING at the intersection of courses North 60° 31' East 94.27 feet and North 11° 46' 30" East 135.6 feet on the westerly boundary of said lands of the San Domenico School for Girls; thence from said point of beginning North 76° 45' 47" East, 149.50 feet to the intersection with the centerline of said Marin Municipal Water District Easement.

THIS EASEMENT is granted on the express condition that all sewer lines or mains, and any other improvements within said easement, shall be installed underground, and no such lines, mains or other improvements may be installed above ground, and/or above the creek bed. By accepting this easement deed, the grantee expressly covenant and agree that no such sewer lines or mains, or other improvements, will be installed above ground, and/or above the creek bed.

Dated: JUNE 1989

SAN DOMENICO SCHOOL, formerly
SAN DOMENICO SCHOOL FOR GIRLS,
a California Corporation

By: Sister M. Kristin Rasbach, President
By: Sister Aaron Winkelmann, Secretary

STATE OF CALIFORNIA
COUNTY OF MARIN

MAIL TAX STATEMENTS AS DIRECTED ABOVE
State of California
County of Marin

On this the __ day of June, 1999, before me,__________________________

the undersigned Notary Public, personally appeared Sister M. KRISTIN KEBACHER and Sister MARY WINKELMAN,

X personally known to me

proved to me on the basis of satisfactory evidence

to be the person(s) who executed the within instrument as President & Secretary, respectively, or on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

Notary's Signature

[Seal]

[Signature]
GRANT DEED

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

SAN DOMENICO SCHOOL, formerly SAN DOMENICO SCHOOL FOR GIRLS, a California Corporation

hereby GRANTS to

THOMAS A. MELAND, an unmarried man, TIMOTHY J. WARD, a married man, as his sole and separate property and LAWRENCE P. YOUNG, a married man, as his sole and separate property

the real property in the City of

Lafayette, California, described as

AN ESTATE FOR ROADWAY AND UTILITY PURPOSES OVER THE FOLLOWING PARCEL:

BEGINNING at a point on the Northerly line of the parcel of land described as Parcel One in the Deed from M. A. Willard, et al., to Raymond Cervetti, et al., dated July 13, 1957 and recorded July 17, 1957 in Book 1129 of Official Records, at page 505, Marin County Records, said point being the intersection of the courses set forth in said Deed as South 84° 35' 00" East 162.72 feet and North 10° 25' 00" West 20.75 feet, said point being the Northeastern corner of the parcel of land described as Parcel One in the Deed from Raymond Cervetti, et al., to Joseph P. Sulfstein, et al., dated March 27, 1959 and recorded April 10, 1959 in Book 1220 of Official Records, at page 54, Marin County Records; thence North 10° 25' 00" West, 20.79 feet to the True Point of Beginning; thence from said point of beginning North 84° 35' 00" West 133.673 feet; thence North 49° 14' 00" West, 120.37 feet; thence South 57° 35' 24" East, 122.875 feet; thence South 84° 35' 00" East 125.00 feet; thence South 40° 33' 00" East, 20.00 feet to the point of beginning.

June 1989

SAN DOMENICO SCHOOL, formerly
SAN DOMENICO SCHOOL FOR GIRLS,
A California Corporation

By: MARY B. WINKELMAN, Pres.
Sister Mary Winkelman, Secretary

STATE OF CALIFORNIA

COUNTY OF MARIN

On this day appeared before me, the undersigned, a Notary Public in and for said State, personally appeared

THOMAS A. MELAND,

LAWRENCE P. YOUNG,

the parties to the within instrument, and acknowledged to me that they executed the same.
State of California
County of Marin

On this the 15th day of June 1989, before me, the undersigned Notary Public, personally appeared SISTER M.

KRISTIN VONBACHNER and SISTER AARON WINGELMAN,

Two persons known to me to be the persons who executed the within instrument as President and Secretary, respectively, or on behalf of the corporation therein named, and acknowledged to me that the corporation executed it. WITNESS my hand and official seal.

Notary's Signature
SRI OCCUPATION SCHOOL FOR GIRLS, a corporation, et al. v. RECOFF, et al., as Trustees oftitle as Titular occupant of San Haren, et al., as co-trustees of
 parcel or parcels of land or building the hereinbefore referred to, and also some friends and

Such party, having agreed to PACIFIC GAS AND ELECTRIC COMPANY, a corporation,
Second party, the said Second party or his assigns, to exercise, use, and enjoy the

Said parcel or parcels of land or building the hereinbefore referred to, and also some friends and

Second party, the said Second party or his assigns, to exercise, use, and enjoy the

State of California, described as follows:

County of

Recorded at Request of

RECORD OF

End Blk. 22 of Parcel Maps at page 19, in Parin County

AS SHOWN

MARIN COUNTY OFFICIAL RECORDS

JAMES DAL QUI

90 SHEET
Second party shall also have the right to trim and clear away or otherwise control any trees or brush along said facilities whenever considered necessary for the complete enjoyment of the rights hereby granted.

First party shall not erect or construct any building or other structure or drill or operate any well under second party's electrical conductors or within 10 feet of the center line of said facilities.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF first party has executed these presents this 22nd day of August, 1970.

SAN DOMENICO SCHOOL FOR GIRLS

By

And by

Executed in the presence of:

Witness

Prepared

Checked

STATE OF CALIFORNIA
County of Marin

In the name of the People of the State of California, on this 22nd day of August, 1970, before me, a Notary Public for the State of California, personally appeared

a corporation, and acknowledged to me that the corporation executed the foregoing instrument by its officers or a resolution of its board of directors.

Official Seal

Notary Public for the State of California
QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ALYCE DE ROULET

do hereby SEMISE, RELEASE AND FOREVER QUITCLAIM to WARREN B. WILLIAMSON, A MARRIED MAN

the real property in the City of Marin, State of California, described as

IT IS THE EXPRESS INTENT OF THE GRANTOR, BEING THE SPOUSE OF THE GRANTEE TO CONVEY ALL RIGHT, TITLE AND INTEREST OF THE GRANTOR, COMMUNITY OR OTHERWISE, IN AND TO THE HEREIN DESCRIBED PROPERTY TO THE GRANTEE AS HIS/HER SOLE AND SEPARATE PROPERTY; AND DOES HEREBY CONSENT TO CREATION AND ESTABLISHMENT OF A VALID JOINT TENANCY AS CREATED IN THE DEED(s) FROM THOMAS A. MATULIS, TIMOTHY J. WARD AND LAWRENCE F. YOUNG TO JOHN L. FALLAT AND SANDRA WILLIAMSON FALLAT, HUSBAND AND WIFE AND WARREN B. WILLIAMSON, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, ALL AS JOINT TENANTS RECORDED CONCURRENTLY HEREWITH.

Dated: May 30, 1991

STATE OF CALIFORNIA
COUNTY OF MARIN

On May 30, 1991

before me, the undersigned a Notary Public in and for said State, personally appeared ALYCE DE ROULET WILLIAMSON

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 her/his/their name(s) was/were subscribed to the within instrument.

WITNESS my hand and official seal.

Signature

MAIL TAX STATEMENTS AS DIRECTED ABOVE
DESCRIPTION

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

PARCEL ONE:

BEGINNING at a point on the Northerly line of the parcel of land described as Parcel One in the Deed from H. A. Villard, et ux., to Raymond Cerutti, et al., dated July 12, 1957 and recorded July 17, 1957 in Book 1120 of Official Records, at Page 365, Marin County Records, said point being the intersection of the courses set forth in said Deed as "South 84° 35' East 162.72 feet" and North 10° 25' West 28.79 feet, said point being the Northeasternly corner of the parcel of land described as Parcel One in the Deed from Raymond Cerutti, et al., to Joseph F. Edelstein, et al., dated March 27, 1959 and recorded April 10, 1959 in Book 1270 of Official Records, at Page 54, Marin County Records; running thence from said point of beginning along the Westernly, Northeasternly and Southerly line of said aforesaid Deed to Cerutti, et al., North 10° 25' West 19.79 feet, North 40° 33' East 20 feet, North 63° 45' East 132.978 feet, North 80° 30' East 103.07 feet, South 40° 33' East 20 feet, South 77° 10' East 202.05 feet, South 38° 13' East 198.993 feet, South 4° 20' 30" West 95.547 feet, South 11° 40' 30" West 135.56 feet, South 29° 00' 55" West 103.37 feet, North 24° 31' 02" West 272.04 feet, North 13° 16' East 146 feet, South 79° 10' 45" West 214.66 feet, South 32° East 145 feet to a point on the Easterly line of the parcel of land described in said Deed to Edelstein, et al.; thence Northwesterly along said Easterly line in a direct line 200 feet, more or less, to the point of beginning.

PARCEL TWO:

A NON-EXCLUSIVE PARTIAL interest for road and utility purposes over the following described parcels of land:

A. A strip of land 40 feet in width, lying Northerly of the following described line:

BEGINNING at the Westerly corner of the property described in that certain Deed dated November 1, 1955 executed by Donald G. Saunders and Zita Saunders, his wife, to R. Kent Sibbald, and Maxine H. Sibbald, his wife, John P. Sibbald and Eileen Sibbald, his wife, recorded November 8, 1955 as Recorder's Serial No. 25787, said point being located on the Northerly line of Lot 10, as shown on said Map of Sleepy Hollow Heights, Unit One, and being located the following courses and distance from the Northerly corner of Lot 13, of said Subdivision, North 57° 20' 20" West 359.393 feet, along the are of a curve to the left whose center bears South 32° 39' 40" West and whose radius is 190 feet, an are distance of 120 feet; thence from said point of beginning continuing along the Northerly line of said Lot 10 and along the are of said curve to the left, an are distance of 43.482 feet and along the are of a curve to the left having a radius of 48 feet, a distance of 46.673 feet to the Northerly line of Crane Drive, as shown upon said Map of Sleepy Hollow Heights, Unit One.

The Northerly line of said right of way to extend from the Westerly line of the parcel of land described in the above mentioned Deed, to the Northerly line of said Crane Drive.

CONTINUED
B. All that portion of the parcel of land described in the Deed from Donald G. Saunders, et al, to George Eric Linn, et al, dated June 14, 1956 and recorded June 15, 1956 in Book 1035 of Official Records, at Page 215, lying Easterly of a line described as follows:

BEGINNING at a point in the Northerly line of the above described property distant thence North 79° 29' 09" West 60 feet from the most Southeasterly termination of the call set forth above as North 79° 28' 09" West 288.7 feet and running thence from said point of beginning, South 4° 01' 06" West to a point in the Southeasterly boundary line of the above described parcel of land.

PARCEL THREE:

AN EASEMENT for roadway and utilities purposes, over, along and across a strip of land 40 feet wide, lying 20 feet on each side of a line described as follows:

BEGINNING at the Southeasterly corner of the parcel of land described in the Deed to Edwards, et al, referred to above and running thence along the Easterly and Northerly line thereof, North 19° 48' 48" West 82.56 feet, North 26° 25' 30" West 110.61 feet, along the arc of a curve to the left having a radius of 150 feet, a distance of 83.78 feet, North 58° 25' 30" West 28.86 feet, along the arc of a curve to the right having a radius of 75 feet, a distance of 129.66 feet, South 49° 14' East 106.71 feet and South 84° 35' 30" East 122.72 feet.

PARCEL FOUR:

AN EASEMENT 40 feet wide, lying Southerly and Westerly of and adjacent to the following described line:

BEGINNING at the point of intersection of the two courses set forth as North 10° 25' West 20.79 feet and North 49° 13' West 20 feet in the foregoing description; and running thence North 63° 45' East 132.976 feet, North 80° 30' East 103.07 feet, South 77° 10' East 202.05 feet, South 38° 13' East 198.393 feet, South 49° 20' 08" West 95.517 feet, South 11° 46' 30" West 133.56 feet, South 6° 51' East 94.27 feet, South 54° 54' East 89.53 feet, South 27° 56' 30" East 82.25 feet, South 10° 22' East 130.15 feet, South 45° 13' East 141.48 feet and thence South 64° 01' 30" East 131.066 feet to the Westerly line of Butterfield Road.

EXCEPTING THEREFROM that portion thereof lying within the boundaries of Parcel One above described.
SAN DOMENICO SCHOOL FOR GIRLS, a corporation, which acquired title as Dominican Convent of San Rafael, a corporation

hereinafter called first party, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called second party, the right from time to time to construct, recondition, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands situated in the County of Marin, State of California, described as follows:

(APN 176-300-26)

PARCEL 6 as shown upon the Parcel Map filed for record July 11, 1984 in Book 22 of Parcel Maps at page 32, Marin County Records.

Said facilities shall consist of:

Such poles, aerial wires, cables, electrical conductors with insulated crossarms, braces, transformers, anchors, guy wires and cables, fixtures and appurtenances, as second party deems necessary located along the route which is delineated by the heavy dashed line shown upon the print of second party's Drawing No M-383 attached hereeto and made a part hereof.

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Pacific Gas and Electric Company pursuant to Section 8725.7 of the Business and Professions Code.
Second party shall also have the right to trim and clear away or otherwise control any trees or brush along said route, as hereinbefore set forth, whenever considered necessary for the complete enjoyment of the rights hereby granted.

First party shall not erect or construct any building or other structure or drill or operate any well under or within 10 feet of the center line of second party's electrical conductors.

The provisions herein shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.


SAN DOMENICO SCHOOL FOR GIRLS

By Sally L. Duncan, CFA

And by Chief Financial Officer

Executed In the presence of:

Coy D. Wiggles

Prepared: JLV

Checked:

REDWOOD REGION
NORTH BAY DIVISION
W 0.516960 - C S68E84011
DNG. H-385 MAP S5-31-8
T 2N , R 7W, MDBAM
SECTION 13. SE1/6 OF SW1/4
SW1/4 OF SE1/4

62-2076 Notary (Witness) Rev B/91

STATE OF CALIFORNIA
(COUNTY OF Marin .)

On November 14, 1991 before me, the undersigned, a Notary Public for said State personally appeared Coy D. Wiggles, personally known to me for the oath of a witness, who is personally known to me to be the person whose name is subscribed to the instrument as a witness thereto, who being duly sworn, declared and said that he/she resides at the city of San Francisco, State of California, and that he/she was present and saw

Sally L. Duncan, Chief Financial Affairs

An acknowledgment to the witness who is signing the instrument, he/she being personally known to me, and that the same was executed in his/her authorized capacity and that he/she is the person whose name is subscribed to the instrument as a witness thereto.

Witnesses:

William D. Lummis Jr.

WILLIAM D. LUMMIS JR.

Signature William D. Lummis Jr.
SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF MARIN

SAN DOMENICO SCHOOL
Plaintiff,

vs.

Kenneth A. Paganini, Jeannina Voix, WESTSTAR MORTGAGE CORPORATION, WESTAMERICA BANK, N.A. and Does One through Four, inclusive.

Defendants.

Case No. 154982

NOTICE OF PENDING ACTION

NOTICE HEREBY IS GIVEN that the above captioned action concerning real property or affecting the title or right of possession of real property was commenced on October 13, 1992 in the above-named Court and now is pending.

The names of the parties to the action are as described in the above caption.

The object of the action is to quiet plaintiff's title to and to regain possession of plaintiff's property as
described in Exhibit A hereto as against possible encroachment
from property in which defendants have an interest as
described in Exhibit B hereto.

A description of the property affected by the
foregoing action is set forth in Exhibits A and B hereto.


Fielding H. Lane
Attorney of Record for Plaintiff

ACKNOWLEDGEMENT

STATE OF CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO

On October 29, 1992, before me, the undersigned
Notary Public, personally appeared Fielding H. Lane personally
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 his authorized capacity, and that by his signature on
the instrument the person, or the entity on behalf of which
the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Notary Public
State of California

MILDESTEVENSON
A NOTARY PUBLIC

STATE OF CALIFORNIA

My commission expires DEC. 26, 1997

(Seal)
THAT certain real property situate in the County of Marin, State of California, described as follows:

PARCEL ONE:
BEGINNING at a point on the Northwesterly boundary line of that certain tract of land conveyed from the San Anselmo Holding Corporation to H. A. Willard by deed recorded March 5th, 1937, in Volume 335 of Official Records, at page 367; Marin County Records, distant on said boundary line South 20°17' West 200 feet from the intersection of the two courses "North 20°17' East 927.063 feet and North 54°02'30" East 402.16 feet", and running thence along the said Willard boundary line North 20°17' East 200 feet, North 54°02'30" East 402.16 feet, South 27°47' East 261.934 feet, South 59°50'30" East 292.11 feet, South 40°33' East 376.105 feet, North 63°45' East 132.978 feet, North 80°31' East 103.07 feet, South 77°10' East 202.05 feet, South 30°13' East 198.593 feet, South 4°20'30" West 95.447 feet, South 11°46'30" West 135.56 feet; thence leaving said Willard boundary, South 6°51' West 94.27 feet, South 58°54' East 89.53 feet, South 27°56'30" East 82.25 feet, South 19°22' East 139.15 feet, South 45°13' East 141.48 feet, South 84°01'30" East 167.05 feet to a point in the County Road; thence South 8°58'30" West 271.14 feet, North 66°21'30" East 192.07 feet, North 47°21'30" East 508.82 feet, North 42°41'20" East 135.37 feet to the Northeasterly boundary line of the Sleepy Hollow Ranch; thence along said boundary line North 47°15' West 6550 feet to the most Northerly corner of said ranch; thence continuing along said ranch boundary South 64° West 4480.2 feet to the Northwest corner of said ranch; thence along the Southwestern boundary line of said ranch South 39° East 904.20 feet, South 60° East 228.36 feet, South 23°45' East 341.22 feet, South 46°45' East 326.70 feet, South 24°45' East 369.60 feet thence leaving said ranch boundary, South 79°40' East 4110 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM the included portion of the County Road.


ALSO EXCEPTING THEREFROM all that portion thereof described in the deed from Albert G. Raisch et ux., to H. A. Willard et ux., recorded May 25, 1950, in Volume 651 of Official Records at page 156.

PLAINTIFF'S PROPERTY
EXHIBIT A - Page One

PARCEL TWO:
BEGINNING at an angle point in the boundary line of the Golf Course Tract, formed by the intersection of the two courses "North 27°47' West 261.934 feet and North 2°42'30" West 210.04 feet" as said Golf Course Tract is described in that certain lease from San Anselmo Holding Company, a corporation, to H. A. Willard, recorded June 11, 1937, in Volume 341, Official Records, at page 199, Marin County Records, and running thence South 54°02'30" West 170.56 feet to the center line of a 40.0 foot road right of way, thence along said centerline South 73°01'30" East 59.86 feet, South 27°01'30" East 85.299 feet, South 39°37'30" East 148.64 feet, thence leaving said center line North 42°18'30" East 108.87 feet to the aforesaid boundary of the Golf Course Tract, thence along said boundary North 27°47' West 261.934 feet to the point of beginning.

SUBJECT TO an easement for roadway and utility purposes over a strip of land 20 feet in width lying Northeasterly of and adjacent to the Southwesterly line of the property above described and extending from the Northwesterly line of said property to the Southwesterly line thereof.

TOGETHER WITH an easement for roadway and utility purposes over a strip of land 20 feet in width lying Southwesterly of and adjacent to the Southwesterly line of the property above described and extending from the Southwesterly extension of the Northwesterly line of said property to the Southwesterly extension of the Southwesterly line thereof.

NOTE: Plaintiff's property does not include Parcel 1, Parcel 2 or Parcel 3 as shown on the Parcel Map entitled "Parcel Map, Lands of the San Domenico School for Girls" filed for record July 11, 1984, in Volume 22 of Parcel Maps, at page 19, sheet 3 of 4, in the Official Records of Marin County, California.
All that certain real property situate in the County of Marin, State of California, described as follows:

PARCEL ONE:

PARCEL 1, as shown upon that certain Parcel Map entitled, "Parcel Map, Lands of San Domenico School For Girls, 1370 O.R. 49, 1545 O.R. 470, being a portion of the Rancho Canada de Herrera, County of Marin, California", filed for record July 11, 1984 in Volume 22 of Parcel Maps, at Page 19, Marin County Records.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT for access purposes over that portion of Parcel 2 and 3 designated Parcel "M" ("2") 40 foot access easement appurtenant to Parcel 1 as said easement and Parcel are shown upon that certain map entitled, "Parcel Map, Lands of San Domenico School For Girls, 1370 O.R. 49, 1545 O.R. 470, being a portion of the Rancho Canada de Herrera, County of Marin, California", filed for record July 11, 1984 in Volume 22 of Parcel Maps, at Page 19, Marin County Records.

DEFENDANTS' PROPERTY

EXHIBIT B
ATTORNEY’S CERTIFICATE OF SERVICE BY MAIL

( CCP § 1013a)

Fielding H. Lane hereby certifies:

I am an active member of the State Bar of California and not a party to the within action. My business address is Two Embarcadero Center, San Francisco, CA 94111.

On October 29, 1992, I served the attached Notice of Pending Action by causing copies thereof to be deposited in the United States Mail at San Francisco, California, certified and return receipt requested, postage prepaid, addressed to each of the following:

Kenneth A. Paganini
455 Irwin Street
San Francisco, CA 94107

Westamerica Bank, N.A.
1100 Fifth Avenue
San Rafael, CA 94901

Jeannine Voix
1435 Butterfield Road
San Anselmo, CA 94960

Weststar Mortgage Corporation
25 LeVeroni Court, #7
Novato, CA 94949

Dated: October 29, 1992

Fielding H. Lane
AGREEMENT FOR MAINTENANCE OF PRIVATE ROADWAY
AND DRAINAGE FACILITIES

THIS AGREEMENT is executed by the undersigned
(hereinafter owners), with reference to the following facts:

1. The undersigned are the owners of real property
situated in Marin County, California, described as follows:
   Parcel 1 and Parcel 2, as shown that certain
   Parcel map entitled, "LANDS OF MATULIS, SLEEPY
   HOLLOW, MARIN COUNTY, CALIFORNIA", filed for record
   on June 5, 1991, in volume 25 of Parcel maps at page 48
   Marin County Records.

2. Each of Parcel 1 and Parcel 2 has access to or use
affected by certain roadway easements as shown on the above
designated map, (hereinafter the "Matulis Parcel Map").

3. The roadway easements which are the subject of
this agreement are the forty foot wide easements as shown
on the "Matulis Parcel Map", and upon adjacent and intervening
properties to Crane Drive, and more particularly described as
Parcel 2A, Parcel 2E and Parcel 3 in Exhibit A, attached hereto
and incorporated herein by their reference.

4. Within said easements the owners have constructed
certain common roadway and related drainage improvements.
Excluded from the common roadway is that portion of private
driveway which serves Parcel 1 and is described as that driveway
within Envelope C of the Matulis Parcel Map, Sheet 5 of 3. This
Driveway shall be maintained solely by the Record owner of
Parcel 1. Also excluded from the common roadway is that por-
tion of the private driveway which will be built to serve Parcel 2,

1
beginning at the common roadway as it exists at this date. This private driveway which serves Parcel 1 shall be maintained solely by the record owner of Parcel 1.

5. The parties of this agreement intend to maintain and repair the roadways and related drainage facilities described above for their mutual benefit.

NOW THEREFORE, in consideration of the mutual promises herein, and expressly for the benefit of and to bind themselves and their successors in interest, it is hereby agreed as follows:

1. MAINTENANCE AND REPAIR: The parties agree, for Parcel 1 and Parcel 2 included in the "Matulio Parcel Map", to maintain and repair the roadways and related drainage facilities described in said map. The parties agree to pay all costs and expenses necessary to maintain the roadways and drainage facilities in good condition and repair.

2. PROPORTIONAL RESPONSIBILITY: Each record owner of Parcel 1 and Parcel 2, described in the "Matulio Parcel Map", shall pay a proportional share of the costs and expenses of maintenance and repair. There are two lots and each owner is responsible for ½ share. In the event that adjacent properties were to benefit by maintenance or improvement of the roadway within the roadway easements upon adjacent and intervening properties to Crane Drive and more particularly described as the Southmost 80 feet of Parcel 3 (Exhibit A) and Parcels 2A and 2B (Exhibit A), and agreed to pay a proportional share of costs and expenses of maintenance and repair, the proportional share shall be revised accordingly.
3. NOTICE: any of the parties hereto, or their respective successor(s) in interest may initiate required maintenance of repairs after consulting with all other record owners. No repairs shall be made without ten days prior written notice being given to all record owners, emergency repairs being expressly excluded. The notice shall describe the repair(s) contemplated and the anticipated cost thereof.

4. COVENANT RUNNING WITH THE LAND: it is the intention of the parties that this Agreement shall be for the benefit of and run with each and every parcel affected hereby, and any properties added thereafter.

5. REMEDIES: any party hereto, or his successor in interest who would have cause to enforce the provisions of this Agreement shall be governed by the provisions of Section 845 of the Civil Code of the State of California.

6. NATURE OF THE ROADWAYS: It is acknowledged that the roadways affected by this Agreement are private. The County of Marin has no responsibility to repair or maintain the road unless and until a dedication thereof is made and accepted by the County.

7. ENTIRE AGREEMENT: This instrument contains the entire agreement between the parties hereto. Any modification of this instrument shall be of no force and effect unless such modification shall be in writing and signed and acknowledged by the party sought to be charged.

8. RESOLUTION OF CONTROVERSY: In the event of any controversy,
claims of dispute relating to this instrument or the breach thereof, the prevailing party or parties shall be entitled to recover from the losing party or parties reasonable expenses, attorney's fees and costs.

9. HEIRS AND SUCCESSORS: This Agreement shall be binding upon and inure to the benefit of heirs, personal representatives, successor(s) in interest and assigns of the parties hereto.

Owners:

John L. Fallat

Thomas A. Matulis

Sandra Williamson Fallat

Timothy J. Ward

Warren B. Williamson

Lawrence P. Young

STATE OF CALIFORNIA
COUNTY OF Contra Costa

This deed was recorded on March 9, 1993, before the Notary Public in and for Contra Costa County, California.

Notary Public in and for Contra Costa County, California

FRAZER K. KONIG

CONM. 93331

San Francisco in Contra Costa County
ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF NEVADA

On March 4, 1993, before me, a duly authorized Notary Public, personally appeared LAWRENCE F. YOUNG, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]

HOPE COLE ORTMAN

HOPE COLE ORTMAN

STATE OF CALIFORNIA
COUNTY OF MARIN

ON FEBRUARY 10, 1993, before me, the undersigned

personally appeared WARREN B. WILLIAMSON

personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which he executed the instrument, executed the instrument.

WITNESS my hand and official seal.

[Signature]

SUSAN A. MOORE

[Signature]
EXHIBIT 'A'

DESCRIPTION

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

PARCEL ONE:

BEGINNING at a point on the northwesterly line of the parcel of land described as Parcel One in the deed from H. A. Millard, et al., to Raymond Coratti, et al., dated July 12, 1957 and recorded July 17, 1957 in Book 1120 of Official Records, at Page 366, Marin County Records, said point being the intersection of the courses set forth in said deed as "South 81° 30' East 162.72 feet" and North 10° 25' West 20.79 feet, North 40° 31' West 20 feet, North 61° 54' East 132.91 feet, North 80° 30' East 103.07 feet, South 49° 33' 1" East 70 feet, South 77° 10' East 222.05 feet, South 38° 13' East 198.593 feet, South 4° 20' 30" West 95.547 feet, South 11° 46' 30" West 135.56 feet, South 24° 04' 55" West 103.55 feet, North 23° 31' 02" West 222.84 feet, North 13° 36' West 146 feet, South 79° 18' 45" West 214.66 feet, South 15° West 145 feet to a point on the Easterly line of the parcel of land described in said deed to Edelstein, et al.; thence Northerly along said Easterly line in a direct line 220 feet, more or less, to the point of beginning.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT for road and utility purposes over the following described parcels of land:

A. A strip of land 40 feet in width, lying northwesterly of the following described line:

BEGINNING at the west northerly corner of the property described in that certain deed dated November 3, 1955 executed by Donald G. Saunders and Lita Saunders, his wife, to E. Kent Sibthold, and Marion B. Sibthold, his wife, John R. Sibthold and Five Central, his wife, recorded November 8, 1955 as Recorder's Serial No. 25937, said northerly located on the northerly line of Lot 14, as shown on said map of Sleepy Hollow Estates, Unit One, and being located the following courses and distances from the northerly corner of Lot 14, as follows: South 39° 20' 20" West 359.393 feet, along the arc of a curve to the left where center bears South 39° 20' 40" West, an arc distance of 120 feet; thence from said point of beginning continuing along the northerly line of said Lot 14 and along the arc of said curve to the left, an arc distance of 137.427 feet and along the arc of a curve to the left having a radius of 40 feet, a distance of 46.071 feet to the northerly line of said Grant Drive, as shown on said map of Sleepy Hollow Estates, Unit One.
B. All that portion of the parcel of land described in the Deed from Donald G. Saunders, et al., to George Eric Luna, et al., dated June 14, 1956 and recorded June 15, 1956 in Book 103 of Official Records, at Page 319, lying easterly of a line described as follows:

BEGINNING at a point in the Northerly line of the above described property distant thereon North 79° 28' West 60 feet from the point southerly termination of the easterly line thereof, North 79° 28' West 289.7 feet and running thence from said point of beginning, South 4° 04' West to a point in the Northerly boundary line of the above described parcel of land.

PARCEL THREE:

AN EASEMENT for roadway and utilities purposes, over, along and across a strip of land 40 feet wide, lying 20 feet on each side of a line described as follows:

BEGINNING at the easterly or southerly corner of the parcel of land described in the Deed to Edizian, et al., referred to above and running thence along the westerly and northerly line thereof, North 19° 48' 48" West 62.55 feet, North 26° 25' 30" West 116.61 feet, along the arc of a curve to the left having a radius of 150 feet, a distance of 81.78 feet, North 59° 25' 30" West 28.06 feet, along the arc of a curve to the right having a radius of 75 feet, a distance of 129.35 feet, South 49° 14' East 108.77 feet and South 84° 35' East 162.72 feet.

PARCEL FOUR:

AN EASEMENT 40 feet wide, lying westerly and northerly of and adjacent to the following described line:

BEGINNING at the point of intersection of the two preceding set forth as North 10° 25' West 20.72 feet and North 40° 33' West 26 feet, in the northerly direction and running thence East 45° 45' East 112.978 feet, North 49° 30' East 103.67 feet, North 77° 10' East 202.06 feet, South 80° 13' East 198.39 feet, South 49° 30' East 120.47 feet, South 17° 46' 30" East 131.56 feet, South 7° 51' East 94.27 feet, South 84° 54' East 89.93 feet, South 27° 56' 30" East 82.25 feet, South 35° 22' East 139.15 feet, South 49° 13' East 141.48 feet and thence South 84° 35' East 113.066 feet to the westerly line of Butterfield Road.

EXCLUDING THEREFROM that portion thereof lying within the boundaries of Parcel C as above described.
DECLARATION OF RELINQUISHMENT
OF VEHICULAR EASEMENT

THIS DECLARATION of Relinquishment of Vehicular Easement is made by John L. Fallat, Sandra Williamson Fallat and Warren B. Williamson (hereafter "Owner"), owners of the real property commonly described as 170 Crane Drive, San Anselmo, Marin County, California, and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, and is made in reference to the following recitals.

WHEREAS, Owner is the owner of the real property described hereinabove and in Exhibit "A" attached hereto;

WHEREAS, Owner is the dominant tenement and owns the beneficial interest in and to that certain access easement described as Parcel "A" set forth in Exhibit "A";

WHEREAS, Owner agrees, as a condition of approval for the land division involving the real property described in Exhibit "A", to waive and relinquish all vehicular access easement rights across said easement;

NOW, THEREFORE, Owner declares as follows:

1. Owner, on behalf of themselves, and their successors and assigns, hereby declare that they relinquish and waive all rights of vehicular access across that certain ingress and egress easement from 170 Crane Drive (AP No. 175-280-16) across adjacent and intervening properties to Butterfield Road, and more particularly described as "Parcel Four" in Exhibit "A" attached hereto and incorporated herein by this reference.

2. This Declaration of Relinquishment of Vehicular Access shall not have the effect of releasing or waiving any other beneficial use or rights across said easement.

3. This Declaration of Relinquishment of Vehicular Easement shall be approved by the Marin County Planning Department as part of conditions to be satisfied under Land Division No. 90-004 and Development Plan No. 90-001.

4. This Relinquishment of Vehicular Easement shall be bind upon all successors and assigns and shall be recorded in the Official Records of Marin County.

EXECUTED this 2? day of January, 1992 at ___________, California.

"Owner":

[Signature]
John L. Fallat

[Signature]
Sandra Williamson Fallat

[Signature]
Warren B. Williamson
STATE OF CALIFORNIA  
County of Marin  

On this 22 day of October 1992, before me, the undersigned, a Notary Public, State of California, duly licensed and sworn, personally appeared John L. Fallat, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Marin on the date set forth above in this Certificate.

[Signature]
Notary Public, State of California
My commission expires: July 22, 1993

STATE OF CALIFORNIA  
County of Marin  

On this 23 day of February 1993, before me, the undersigned, a Notary Public, State of California, duly licensed and sworn, personally appeared Sandra Williamson Fallat, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Marin on the date set forth above in this Certificate.

[Signature]
Notary Public, State of California
My commission expires: July 22, 1993

STATE OF CALIFORNIA  
County of Marin  

On this 10th day of February 1993, before me, the undersigned, a Notary Public, State of California, duly licensed and sworn, personally appeared Warren B. Williamson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Marin on the date set forth above in this Certificate.

[Signature]
Notary Public, State of California
My commission expires: April 29, 1993
APPROVED AS TO FORM AND CONTENT:

Marin County Planning Department

By: Thomas Lai

Iss: Apr 16, 1993

STATE OF CALIFORNIA

) ss.

COUNTY OF MARIN

On this 16th day of March, 1993, before me, Deann Nielsen, a Notary Public in and for said County and State, personally appeared THOMAS LAI, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the entity upon behalf of which he acted, MARIN COUNTY PLANNING DEPARTMENT, executed the instrument.

WITNESS my hand and official seal,

Deann Nielsen, Notary Public

My commission expires October 31, 1994
EXHIBIT "A"

DESCRIPTION

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

PARCEL ONE:

BEGINNING at a point on the Northerly line of the parcel of land described as Parcel One in the Deed from H. A. Willard, et ux, to Raymond Cerutti, et al, dated July 12, 1957 and recorded July 17, 1957 in Book 1128 of Official Records, at Page 305, Marin County Records, said point being the intersection of the courses set forth in said Deed as "South 84° 35' East 162.72 feet" and North 10° 25' West 20.79 feet, said point being the Northeasterly corner of the parcel of land described as Parcel One in the Deed from Raymond Cerutti, et al, to Joseph F. Edelstein, et al, dated March 27, 1949 and recorded April 10, 1959 in Book 1276 of Official Records, at Page 54, Marin County Records; running thence from said point of Beginning along the Westerly, Northerly, Easterly and Southerly line of said aforementioned Deed to Cerutti, et al, North 10° 25' West 20.79 feet, North 40° 33' West 20 feet, North 63° 45' East 131.978 feet, North 80° 30' East 103.07 feet, South 40° 33' East 20 feet, South 77° 16' East 202.05 feet, South 38° 13' East 199.593 feet, South 4° 20' 30" West 95.547 feet, South 11° 46' 30" West 135.56 feet, South 29° 06' 55" West 103.57 feet, South 24° 31' 02" West 272.84 feet, North 13° 16' West 145 feet, South 70° 10' 45" West 214.66 feet, South 32° West 145 feet to a point on the Easterly line of the parcel of land described in said Deed to Edelstein, et al; thence Northerly along said Easterly line in a direct line 220 feet, more or less, to the point of beginning.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT for road and utility purposes over the following described parcels of land:

A. A strip of land 40 feet in width, lying Northerly of the following described line:

BEGINNING at the most Westerly corner of the property described in that certain Deed dated November 1, 1955 executed by Donald G. Saunders and Zita Saunders, his wife, to E. Kent Sibbald, and Maxine n. Sibbald, his wife, John P. Sibbald and Eileen Sibbald, his wife, recorded November 8, 1955 as Recorder's Serial No. 2577, said point being located on the Northerly line of Lot 10, as shown on said Map of Sleepy Hollow Heights, Unit One, and being located the following courses and distance from the Northeasterly corner of Lot 13, 55 feet Subdivision, North 57° 20' 20" West 359.33 feet, along the arc of a curve to the left whose center bears South 32° 39' 47" West and whose radius is 100 feet, an arc distance of 120 feet; thence from said point of beginning continuing along the Northerly line of said Lot 10 and along the arc of said curve to the left, an arc distance of 43.492 feet; and along the arc of a curve to the left having a radius of 30 feet, a distance of 46.073 feet to the Northerly line of Crane Drive, as shown upon said map of Sleepy Hollow Heights, Unit One.

The Northerly line of said right of way to extend from the Westerly line of the parcel of land described in the above mentioned Deed, to the Northerly line of said Crane Drive.

CONTINUED
EXHIBIT 'A' (cont'd)

B. All that portion of the parcel of land described in the Deed from Donald G. Saunders, et al., to George Eric Lunn, et ux., dated June 14, 1956 and recorded June 15, 1956 in Book 1035 of Official Records, at Page 319, lying westerly of a line described as follows:

BEGINNING at a point in the westerly line of the above described property distant thereon North 73° 29' West 60 feet from the most southeasterly termination of the call set forth above as North 79° 29' West 289.7 feet and running thence from said point of beginning, South 4° 04' West to a point in the southeasterly boundary line of the above described parcel of land.

PARCEL THIRD:

AN EASEMENT for roadway and utilities purposes, over, along and across a strip of land 40 feet wide, lying 20 feet on each side of a line described as follows:

BEGINNING at the southeasterly corner of the parcel of land described in the Deed to Edestein, et al., referred to above and running thence along the westerly and northerly line thereof, North 19° 48' 46" West 82.85 feet, North 26° 25' 30" West 110.61 feet, along the arc of a curve to the left having a radius of 153 feet, a distance of 83.78 feet, North 59° 25' 30" West 28.86 feet, along the arc of a curve to the right having a radius of 75 feet, a distance of 129.35 feet, South 48° 14' East 106.77 feet and South 84° 31' East 162.72 feet.

PARCEL FOUR:

AN EASEMENT 40 feet wide, lying southerly and westerly of and adjacent to the following described line:

BEGINNING at the point of intersection of the two courses set forth as North 10° 25' West 20.79 feet and North 40° 33' West 20 feet" in the foregoing description; and running thence North 63° 45' East 132.978 feet, North 80° 30' East 103.07 feet, South 77° 10' East 202.05 feet, South 38° 13' East 198.593 feet, South 4° 20' 30" West 95.547 feet, South 11° 46' 30" West 133.56 feet, South 6° 51' East 94.27 feet, South 58° 54' East 89.53 feet, South 27° 56' 30" East 82.25 feet, South 10° 22' East 135.15 feet, South 45° 13' East 141.48 feet and thence South 84° 01' 30" East 131.066 feet to the westerly line of Butterfield Road.

EXCEPTING therefrom that portion thereof lying within the boundaries of Parcel One above described.
LOT LINE ADJUSTMENT BETWEEN THE LANDS OF FAGANINI/VULIX AS DESCRIBED IN DOCUMENT NO 87-08777 MARIN COUNTY RECORDS AND THE LANDS OF THE SAN DOMINIC SCHOOL FOR GIRLS AS DESCRIBED IN BOOK 1970 OF OFFICIAL RECORDS PAGE 49 MARIN COUNTY RECORDS BRING ALSO PARCELS 1 & 4 BOOK 22 OF PARCEL MAPS PAGE 19 MARIN COUNTY RECORDS, SAN ANSELMO

REQUESTED AT THE REQUEST OF:  F.S.A.

VOLUME 23  OF SURVEYS  PAGE 20  CAN NO: 7502

NUMBER OF PAGES: 4
GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is $5.90

[ ] computed on full value
[ ] computed on full value less value of liens or incumbrances remaining at time of sale.
[ ] Unincorporated area

| City of | AND |

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

SAN DOMENICO SCHOOL FOR GIRLS, a Corporation, formerly known as DOMINICAN CONVENT OF SAN RAFAEL, a Corporation

hereby GRANT(S) to:

KENNETH PAGANINI, an Unmarried Man and JEANNINE VOIX, an Unmarried Woman

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

PER DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

A.F. #176-300-26527x

ALSO KNOWN AS:

DATED October 13, 1994

STATE OF CALIFORNIA
COUNTY OF

On:

Before me, the undersigned, a Notary Public in and for said State, personally appeared:

[Signature: Robert Brumleze, Notary Public]

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/they executed the same in his/her/their authorized capacity(ies), and that the free/his/hersignature(s) on the instrument is/are the same as those subscribed to the instrument, or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESSES my hand and official seal.

Signature: [Robert Brumleze, Notary Public]

Mar. 29, 1994
DESCRIPTION

Beginning on the Northerly line of Parcel 1, as it is shown upon that certain map entitled "Parcel Map—Lands of the San Domenico School for Girls", recorded in Book 22 of Parcel Maps at Page 19, Marin County Records, at the intersection of the courses thereon, S 78°30'00" W, 280.00 feet and S 74°00'00" E, 45.00 feet; Thence along said line, S 78°30'00" W, 280.00 feet to the westermost point common to Parcel 1 and Parcel 4 of said map; Thence along the westerly line of Parcel 4, N 6°51'00" E, 18.27 feet and N 11°46'30" E, 18.33 feet; Thence leaving said line, N 88°15'15" E, 86.04 feet; Thence N 84°38'06" E, 183.27 feet to the point of beginning.

RESERVING therefrom an easement for equestrian purposes, as follows:

Beginning at the westermost point common to Parcel 1 and Parcel 4; thence along the Northerly line of Parcel 1, N 78°30'00" E, 77.40 feet to the true point of beginning; Thence N 26°00' E, 25.71 feet; Thence N 88°15'15" E, 4.80 feet; Thence N 84°38'06" E, 6.73 feet; Thence S 26°00' W, 23.78 feet to the Northerly line of Parcel 1; Thence S 78°30'00" W, 12.60 feet to the true point of beginning.

RESERVING therefrom an easement for drainage purposes, as follows:

Beginning at the westermost point common to Parcel 1 and Parcel 4; thence along the Northerly line of Parcel 1, N 78°30'00" E, 90.00 feet; Thence N 26°00' W, 23.78 feet; Thence S 84°38'06" W, 6.73 feet; Thence S 88°15'15" W, 86.04 feet, to the Westerly line of Parcel 4; Thence along said line, S 11°46'30" W, 18.33 feet and S 6°51'00" W, 18.33 feet, to the point of beginning.

RESERVING therefrom an easement for public utilities, as follows:

Beginning on the Northerly line of Parcel 1, at the intersection of the courses thereon, S 78°30'00" W, 280.00 feet and S 74°00'00" E, 45.00 feet; Thence along said line, S 78°30'00" W, 6.39 feet; Thence leaving said line, N 27°00' E, 0.81 feet; Thence N 84°38'06" E, 5.92 feet, to the point of beginning.
Withdrawal Of Lis Pendens
Recording Requested by and
When Recorded Return to:
Fielding H. Lane
Thelen Reid & Priest LLP
101 Second Street #1800
San Francisco, CA 94105-3601

Mail Tax Statement to:
Not required

AGREEMENT REGARDING EASEMENT
AGREEMENT REGARDING EASEMENT

This agreement is made the 15th day of September, 2000, by and between Meredith Cahn and Samuel I. Doctors, jointly and severally, hereafter called "First Parties" and San Domenico School, a nonprofit corporation, hereafter called "School".

A. School is the owner of certain properties located in Marin County, California, and described as follows:

PARCEL ONE: Beginning at a point which bears South 54°02'30" West 170.56 feet from an angle point in the Southwesterly boundary line of the Golf Course Tract formed by the intersection of the two courses North 27° 4' West 261.934 feet and North 62°42'30" West 218.84 feet, as said Golf Course Tract is described in that certain lease from San Anselmo Holding Company, a corporation, to H.A. Willard, recorded June 11, 1937 in Book 341 of Official Records, at page 199, Marin County Records, and running thence South 54°02'30" West 231.6 feet and South 20°17' West 200.00 feet, thence North 79°40' West 451.89 feet, thence North 22°03' East 470.63 feet, South 81°06'20" East 219.92 feet to the center of a 40.00 road right of way; thence along the center line of said road right of way, South 57°40'30" East 201.03 feet and South 70°01'30" East 147.55 feet to the point of beginning.
(Assessor Parcel No. 176-300-24)

PARCEL TWO: Parcel Four as shown upon that certain Parcel Map entitled "Parcel Map, Lands of San Domenico School for Girls" filed for record July 11, 1984 in Volume 22 of Parcel Maps, at page 19, Marin Records, as modified by map recorded on November 7, 1994 in Book 33 of Surveys, page 20, Serial No. 94-078004, Marin County Records.
(Assessor Parcel No. 176-300-30)
B. School also owns, as appurtenant to School's above-described properties, an easement for roadway and utility purposes forty (40) feet in width lying southerly and westerly of and adjacent to the following described line:

BEGINNING at the point of intersection of the courses set forth as "North 10°25' West 20.79 feet" and "North 40°33' West 378.105 feet" in the Deed from H. A. Willard et ux. to the Presbytery of the Redwoods, a religious corporation, recorded November 18, 1955, in Book 987, at page 481, Marin County Records, running thence North 63°45' East 132.978 feet, thence North 80°31' East 103.07 feet, thence South 77°10' East 202.05 feet, thence South 38°13' East 198.593 feet, thence South 4°20'30" West 95.547 feet, thence South 11°46'30" West 135.56 feet, thence South 6°51' East 94.27 feet, thence South 58°54' East 89.53 feet, thence South 27°56'30" East 82.25 feet, thence South 10°22' East 139.15 feet, thence South 45°13' East 141.48 feet, thence South 84°01'30" East 131.066 feet to the westerly line of Butterfield Road.

Such easement is referred to herein as "School's Easement".

C. First Parties are in the process of perfecting fee title to a parcel adjacent to their current residential property on Butterfield Road and described as follows:

Commencing at the Northerly terminus of the call designated North 29°06'55" East 439.829 feet in deed from H. A. Willard et ux. to Edward H. Kaenel, dated March 23, 1942, in Book 426 of Official Records at page 223, Marin County Records; running thence South 6°51' West 94.27 feet; South 58°54' East 89.53 feet to the true point of beginning and from said point of beginning South 27°56'30" East 82.25 feet; South 10°22' East 139.15 feet; South 45°13' East 141.48 feet; South 25°22' West 21.2 feet; North 55°41' West 110.103 feet; North 45°13' West 52.807 feet; North 10° 22' West 145.521 feet; North 27°56'30" West 64.99 feet; and thence North 46°34'43" East 41.505 feet to the true point of beginning.

(Assessor Parcel No. 176-091-12)

Such parcel is hereafter called the "Trail Parcel".
D. School's Easement extends over the Trail Parcel.

THEREFORE, in consideration of the foregoing recitals, it is hereby agreed:

1. School agrees that its use of School's Easement will be confined to utility purposes and to use as a roadway for the passage of pedestrian, equestrian, and bicycle traffic only and not for the passage of motor vehicles.

2. School further agrees that it does not oppose First Parties perfecting their fee title to the Trail Parcel so long as such action does not eradicate or eliminate School's Easement.

3. First Parties agree that any actions they have taken or will take with respect perfecting their fee title to the Trail Parcel have not been and will not be hostile to School's continued ownership and use of School's Easement and that after such title has been perfected by First Parties, School will continue to own School's Easement and be entitled to use the same as provided here.

4. The covenants and agreements herein made are intended to run with the lands herein described and to be binding upon successive owners thereof. Such successive owners are expressly bound by the terms hereof for the benefit of each of the parcels described herein.

IN WITNESS WHEREOF these presents are executed as of the date first above written.

SAN DOMENICO SCHOOL

By: Katharine Hamilton, Secretary

By: [Signature]

[Signature]

Meredith Cahn

Samuel I. Doctors
STATE OF CALIFORNIA )
COUNTY OF Marin )

On 9-15 , 2000, before me, a Notary Public, personally appeared Meredith Cahn personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Miroslava Valent

STATE OF CALIFORNIA )
COUNTY OF Marin )

On 9-15 , 2000, before me, a Notary Public, personally appeared Samuel I. Doctors personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Miroslava Valent

STATE OF CALIFORNIA )
COUNTY OF Marin )

On October 16 , 2000, before me, a Notary Public, personally appeared Sister Katharine Hammerschmidt, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Kristina Marksbury

Miroslava Valent

Kristina T. Marksbury
PARCEL ONE: Beginning at a point which bears South 54° 02' 30" West 170.56 feet from an angle point in the Southwesterly boundary line of the Golf Course Tract formed by the intersection of the two courses North 27° 4' West 261.934 feet and North 62° 42' 30" West 218.84 feet, as said Golf Course Tract is described in that certain lease from San Anselmo Holding Company, a corporation, to H.A. Willard, recorded June 11, 1937 in Book 341 of Official Records, at page 199, Marin County Records, and running thence South 54° 02' 30" West 231.6 feet and South 20° 17' West 200.00 feet, thence North 79° 40' West 451.89 feet, thence North 22° 03' East 470.63 feet, South 81° 06' 20" East 219.92 feet to the center of a 40.00 road right of way; thence along the center line of said road right of way, South 57° 40' 30" East 201.03 feet and South 70° 01' 30" East 147.55 feet to the point of beginning.
(Asessor Parcel No. 176-300-24)

PARCEL TWO: Parcel Four as shown upon that certain Parcel Map entitled "Parcel Map, Lands of San Domenico School for Girls" filed for record July 11, 1984 in Volume 22 of Parcel Maps, at page 19, Marin Records, as modified by map recorded on November 7, 1994, in Book 33 of Surveys, page 20, Serial No. 94-078004, Marin County Records.
(Asessor Parcel No. 176-300-26)

BEGINNING at the point of intersection of the courses set forth as "North 10° 25' West 20.79 feet" and "North 40° 33' West 378.105 feet" in the Deed from H.A. Willard et ux. to the Presbytery of the Redwoods, a religious corporation, recorded November 18, 1955, in Book 987, at page 481, Marin County Records, running thence North 63° 45' East 132.978 feet, thence North 80° 31' East 103.07 feet, thence South 77° 10' East 202.05 feet, thence South 38° 13' East 198.393 feet, thence South 4° 20' 30" West 95.547 feet, thence South 11° 46' 30" West 135.56 feet, thence South 6° 51' East 94.27 feet, thence South 58° 54' East 89.53 feet, thence South 27° 56' 30" East 82.25 feet, thence South 10° 22' East 139.15 feet, thence South 45° 13' East 141.48 feet, thence South 84° 01' 30" East 131.066 feet to the westerly line of Butterfield Road.

EXHIBIT B
ILLEGIBLE NOTARY SEAL DECLARATION

Government Code 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: Marie A. Lechner

Commission Number: 1449199

Date Commission Expires: Nov 15, 2007

Place of Execution of this Declaration: San Rafael, CA

Date: 10/29/04

Kunevitch A. Zukett, Kuhn + Levy

(Signature and firm, if any)
Notice of Intent to Preserve Interest

This notice is intended to preserve an interest in real property from extinguishment pursuant to Title 5 (commencing with Section 880.020) of Part 2 of Division 2 of the Civil Code (Marketable Record Title).

Claimant
The Ellen Laferty Wright Revocable Living Trust, 145 Crane Drive, San Anselmo, California 94960-1060: APN 176-290-20.

Interest
Extinguishment of the easement conditionally granted by claimant, recorded Official Record at 95-014457 Marin County Records.

Real Property
Legal description attached hereto and made a part hereof.

I, ELLEN LAFERTY WRIGHT, Trustee of The Ellen Laferty Wright Revocable Living Trust, granted an easement to San Domenico School on condition that my property could not be used for any public access to or from the school. The condition having been violated by subsequent act of the grantee, I hereby revoke my grant.

I assert under penalty of perjury that this notice is not recorded for the purpose of slandering title to real property and I am informed and believe that the information contained in this notice is true.

Witness my hand this 22nd day of April 2002 at San Anselmo, California.

April 21, 2002
State of California  County of Marin
On April 30th 2002, before me, ____________ NATHAN L. GREECE, Notary Public, personally appeared Ellen Laferty Wright, proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument. WITNESS my hand and official seal.

Signature ____________ NATHAN L. GREECE [Seal]

NATHAN L. GREECE
Commission # 1252231
Notary Public - California
Marin County
My Comm. Expires Feb 7, 2004
The Real Property situated in the County of Marin, State of California, strips of land described as follows:

(a) **THE RIGHT FORK**, a strip of land 40 feet in width lying Northwesterly of the following described line:

BEGINNING at the most Westerly corner of the property described in that certain Deed dated November 1, 1955 executed by Donald G. Saunders and Zita Saunders, his wife, to E. Kent Sibbald and Maxine H. Sibbald, his wife, John P. Sibbald and Eileen Sibbald, his wife, recorded November 8, 1955, Recorder's Serial No. 25787, said point being located on the Northerly line of Lot 10, as shown on said Map of Sleepy Hollow Heights Unit One, and being located the following courses and distances from the Northeasterly corner of Lot 13 of said Subdivision:

North 57° 20' 20" West 359.393 feet; along the arc of a curve to the left whose center bears South 32° 39' 40" West and whose radius is 190 feet, an arc distance of 120 feet;

thence from said point of beginning continuing along the Northerly line of said Lot 10 and along the arc of said curve to the left, an arc distance of 43.482 feet and along the arc of a curve to the left having a radius of 40 feet, a distance of 46.073 feet to the Northerly line of Crane Drive as shown on said Map of Sleepy Hollow Heights Unit One.

The Northwesterly line of said strip of land to extend from the Westerly line of the parcel of land described in the above mentioned Deed, to the northerly line of said Crane Drive.

(b) All that portion of the parcel of land described in the deed from Donald G. Saunders, et ux, to George Eric Lunn, et ux, dated June 14, 1956 and recorded June 15, 1956 in Liber 1035 of Official Records, at page 319, lying easterly of a line described as follows:

BEGINNING at a point in the Northerly line of the above described property distant thereon North 79° 26' West 60 feet from the most Southeasterly termination of the call set forth above as "North 79° 26' West 288.7 feet", and running thence from said point of beginning South 4° 04' West to a point in the Southeasterly boundary line of the above described parcel of land.
PRIVATE NON-DEVELOPMENT AGREEMENT

THIS PRIVATE NON-DEVELOPMENT AGREEMENT is entered into this 1 day of December 2002 by and between San Domenico School ("Owner"), and the County of Marin, a political subdivision of the State of California ("County"): 

RECITALS:
A. Owner owns the real property described in Exhibit A attached hereto ("Property").

B. The approximately 512-acre Property is presently partially developed with educational facilities for San Domenico School and also contains undeveloped areas containing desirable aesthetic and environmental features. As part of the County’s Master Plan and Precise Development Plan (the “Master Plan”) which granted Owner approvals to remodel and expand the school’s facilities, condition of approvals (Ordinance 3287 - Master Plan Condition 16 and Resolution 2002-60 - Precise Development Plan Condition 14) were established which required the Owner to execute and record a private non-development agreement which would affect all areas outside of the approximately 34-acre campus area and including all areas extending from the top of banks for Sleepy Hollow Creek outwards for a distance of 50 feet.

C. The County finds that certain areas of the Property have substantial natural and scenic qualities that represent important physical, aesthetic, environmental, and scenic assets to the County.

D. County wishes to ensure that said portions of the Property will generally remain undeveloped. Owner is willing to enter into a Private Non-Development Agreement as required by the Master Plan, which would affect all areas of the property extending outside of the approximately 34-acre campus area and extending from the top of banks for Sleepy Hollow Creek outwards for a distance of 50 feet in order to preserve the undeveloped oak woodland and riparian vegetation areas.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Authority. This Private Non-Development Agreement is entered into pursuant to Board of Supervisors Ordinance 3287 and Resolution 2002-60.

2. Non-Development Limitation. So long as this Private Non-Development Agreement remains effective, the area of the Project outside of the approximately 34-acre campus and including the area extending from the top of banks for Sleepy Hollow Creek outwards for a distance of 50 feet, as depicted on the map identified as “Exhibit B,” shall be preserved substantially in its undeveloped state. No new structures may be developed over the non-development area. No trees, bushes, or other botanical features shall be removed in a manner inconsistent with this Private Non-Development Agreement, except where necessary for fire protection, to remove noxious species, to accommodate any permitted structure or, where required, to conform to local ordinances or the laws of the State of California relating to health, safety or the general welfare. The natural topography of the land shall not be disturbed except where required to prevent erosion which may damage the Property or the property of others, to accommodate any permitted structure or, where required, to conform to local ordinances or the laws of the State of California relating to health, safety, or the general welfare. Except as provided for in the Master Plan, the Property may be utilized by Owner, its agents, invitees and representatives for educational, recreational and open space uses that are compatible with the maintenance of the area as a non-development area.
3. **Term.** This Private Non-Development Agreement shall become effective immediately upon execution by both the parties hereto, and shall thereafter remain effective for the duration of the Master Plan per Condition 16 of the Master Plan Ordinance 3287, subject to the terms and conditions of the Master Plan as the same may be amended from time to time at the request of the Owner and approval by the County.

4. **No Public Access.** Except as provided for and required in the Master Plan, nothing contained in this Private Non-Development Agreement shall be construed as authorizing the County or members of the public to enter upon or use the Property without Owner’s consent, except as necessary for County to ascertain that the terms of this Agreement are complied with.

5. **Consideration.** Owner shall not receive any payment from County in consideration of the restrictions placed on the Property by this Private Non-Development Agreement. Owner acknowledges and agrees that the permission to develop the property pursuant to the Master Plan is adequate consideration for this agreement.

6. **Successors and Assigns.** This Private Non-Development Agreement shall run with the land and shall be binding on Owner’s successors and assigns with respect to the Property and on all persons having or acquiring any right, title, or interest in or to the Property.

7. **No Third Party Beneficiaries.** No obligation of a party under this Agreement is enforceable by, or is for the benefit of, any third parties. The provisions of this Agreement are for the exclusive benefit of the parties hereto and their respective successors and assigns and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person.

**IN WITNESS WHEREOF,** the parties hereto have executed this Private Non-Development Agreement as of the day and year first written above.

"OWNER" by: San Domenico School

"Owner"

"COUNTY" by County of Marin

"County" Principal Planner for Alex Hinds, Director

"OWNER" by: KRISTINA I. MARKSBURY

Notary Public - California

Attest

NOTE: Owner(s) signature(s) must be notarized.
EXHIBIT A

DESCRIPTION

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

PARCEL ONE:

PARCEL 4, as shown upon that certain map entitled, "Parcel Map, Lands of San Domenico School for Girls, County of Marin, California", filed for record July 11, 1984 in Volume 22 of Parcel Maps, at Page 19, Marin County Records.

EXCEPTING THEREFROM that portion thereof described as follows:

BEGINNING on the Northerly line of Parcel 1, as it is shown upon that certain map entitled, "Parcel Map Lands of the San Domenico School for Girls", recorded in Book 22 of Parcel Maps at Page 19, Marin County Records, at the intersection of the courses thereon, South 78° 30' 00" West, 280.00 feet and South 74° 00' East, 45.00 feet; thence along said line, South 78° 30' 00" West, 280.00 feet to the Westernmost point common to Parcel 1 and Parcel 4 of said map; thence along the Westerly line of Parcel 4, North 6° 51' 00" East, 18.27 feet and North 11° 46' 30" East, 13.32 feet; thence leaving said line, North 88° 15' 35" East, 86.04 feet; thence North 84° 38' 06" East, 183.27 feet to the point of beginning.

PARCEL TWO:

BEGINNING at a point which bears South 54° 02' 30" West 170.56 feet from an angle point in the southwesterly boundary line of the Golf Course Tract formed by the intersection of the two courses "North 27° 47" West 261.034 feet and North 62° 42' 30" West 216.94 feet", as said Golf Course Tract is described in that certain lease from San Anselmo Holding Company, a corporation to H.A. Willard, recorded June 11, 1937 in Book 341 of Official Records, at Page 199, Marin County Records, and running thence South 54° 20' 30" West 231.6 feet and South 20° 17' West 200.0 feet, thence North 79° 40' West 451.89 feet, thence North 22° 03' East 470.63 feet, South 81° 09' 20" East 219.92 feet to the center of a 40.00 foot road right of way; thence along the center line of said road right of way, South 57° 40' 30" East 201.03 feet and South 70° 01' 30" East 147.55 feet to the point of beginning.

PARCEL THREE:

AN EASEMENT 40 feet wide lying Southerly and Westerly of the following described line:

BEGINNING at the point of intersection of the courses set forth as "North 10° 25' West 20.79 feet" and "North 40° 33' West 378.105 feet" in the Deed from H. A. Willard, et ux, to The Presbytery of the Redwoods, a religious corporation, recorded November 18, 1955 in Book 987 of Official Records, at Page 481, Marin County Records, running thence North 63° 45' East 132.978 feet, North 80° 30' East 103.07 feet, South 77° 10' East 202.05 feet, South 38° 13' East 198.593 feet, South 4° 20' 30" West 95.547 feet, South 11° 46' 30" West 135.56 feet, South 6° 51' East 94.27' feet, South 58° 54' East 99.53 feet, South 27° 56' 30" East 82.25 feet, South 10° 22' East 139.15 feet, South 45° 13' East 141.48 feet and South 84° 01' 30" East 131.066 feet to a point on the Westerly line of Butterfield Road.

EXCEPTING THEREFROM any portion lying within the boundaries of Parcel One.

continues ......................
EXHIBIT A

PARCEL FOUR:

AN EASEMENT for equestrian trail purposes across Parcels 1 and 2 as said easement and parcels are shown upon the map entitled, "Parcel Map, Lands of San Domenico School for Girls, County of Marin, California", filed for record July 11, 1984 in Volume 22 of Parcel Maps, at Page 19, Marin County Records.

PARCEL FIVE:

AN EASEMENT for equestrian purposes, as follows:

BEGINNING at the Westernmost point common to Parcel 1 and Parcel 4 (22 PM 19); thence along the Northerly line of Parcel 1, North 78° 30' 00" East, 77.40 feet to the true point of beginning; thence North 26° 00' East, 25.71 feet; thence North 88° 15' 35" East, 4.80 feet; thence North 84° 38' 06" East, 6.73 feet; thence South 26° 00' West, 23.78 feet to the Northerly line of Parcel 1; thence South 78° 30' 00" West, 12.60 feet to the true point of beginning.

PARCEL SIX:

AN EASEMENT for drainage purposes, as follows:

BEGINNING at the Westernmost point common to Parcel 1 and Parcel 4 (22 PM 19); thence along the Northerly line of Parcel 1, North 78° 30' 00" East, 90.00 feet; thence North 26° 00' East, 23.78 feet; thence South 84° 38' 06" West, 6.73 feet; thence South 83° 15' 35" West, 86.04 feet to the Westerly side of Parcel 4; thence along said line, South 11° 46' 30" West, 18.32 feet and South 6° 51' 00" West, 18.27 feet, to the point of beginning.

PARCEL SEVEN:

AN EASEMENT for public utilities, as follows:

BEGINNING on the Northerly line of Parcel 1 (22 PM 19), at the intersection of the courses thenceon South 78° 30' 00" West, 280.00 feet and South 74° 00' East, 45.00 feet; thence along said line, South 78° 30' 00" West, 6.39 feet; thence leaving said line, North 27° 00' East, 0.81 feet; thence North 84° 38' 06" East, 5.92 feet, to the point of beginning.
EXHIBIT B

A PRIVATE NON-DEVELOPMENT RESTRICTION:

A PRIVATE NON-DEVELOPMENT AGREEMENT entered into pursuant to Marin County Board of Supervisors Ordinance 3287 and Resolution 2002-60 as follows:

BEGINNING outside of the approximately 34 acre school campus development area and including the area extending from the top of banks for Sleepy Hollow Creek outwards for a distance of 50 feet, as depicted on the map identified as "Exhibit B" attached herewith, approximately 478 acres of the property shall be preserved substantially in its current undeveloped state in accordance with the Non-Development Limitations and Terms specified in the Private Non-Development Agreement.
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Marin

On 12-13-02 before me, Kristina T. Marksbury Notary Public, personally appeared Jim Tschann and Raya Hanlon

I, personally known to me, proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity(ies), and that by their signature(ies) 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 Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and realaffixment of this form to another document.

Title or Type of Document: Private Non-Development Agreement

Document Date: 12-1-02
Number of Pages: 6

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer

Signer's Name: See Below

- Individual
- Corporate Officer — Title(s):
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: Jim Tschann, Head of School

Signer Is Representing: San Domenico School

Raya Hanlon
Jim Tschann
Recording Requested by, Mail Tax
Statements To and
When recorded mail to:
Frank Berto
70 Crane Drive
San Anselmo, CA 94960

QUITCLAIM DEED

San Domenico School, a nonprofit corporation by Matt Heersche, Head of School
and Raya Hanlon, OP, a Member of the Board of Mission Holding Corporation (herewith
jointly referred to as GRANTOR) quitclaims to Frank J. Berto and Consiance B. Berto,
trustees of the Berto Family Trust, whose real property, for purposes of recordation of
this deed in their chain of title is set forth on the attached Exhibit A, all of their right, title,
and interest in the real property situated in the City of San Anselmo, County of Marin,
State of California, described as follows:

Beginning at the northerly terminus of the call designated North 29
degrees 06’ 55” East 439.829 feet in deed from H.A. Willard et ux to
Edward H. Kanel dated March 23, 1942, recorded March 26, 1942, in
Book 426 of Official Records at page 223, Marin County Records;
running thence South 6 degrees 51’ West 94.27 feet, South 58 degrees 54’
East 89.53 feet, South 46 degrees 34’ 43” West 41.505 feet; thence along
the northerly line of the property described in the deed from San Rafael
Land Title Company, a corporation to Edward J. Vacha et ux, dated May
560, Marin County Records, North 58 degrees 54’ West 104.305 feet,
North 6 degrees 51’ East 23.827 feet to a point which bears South 29
degrees 06’ 55” West from the point of beginning; running thence North
29 degrees 06’ 55” East 104.272 feet to the point of beginning.

SF #80393 vl
Reserving therefrom, in favor of the grantor and his/her/their successors in interest, a right of use for utilities, walking, hiking, bike and horse riding on any unimproved portion.

The legal description of the grantor’s property to which the reservation of use is intended to run with the land in favor of successor owners is set forth on Exhibit B.

SIGNATURE PAGE:

Executed on June 2, 2004 at San Rafael, California.

Mathew Heersche, Head of School
San Domenico School, a nonprofit corporation

Raya Hanlon, OP
Mission Holding Corporation

ACKNOWLEDGMENT ATTACHED
Acknowledgment

State of California  )
           ) ss.
County of Marin  )

On June 2, 2004, before me, Marie A. Lechner, a Notary Public for California, personally appeared MATHEW HEERSCHE and RAYA HANLON, known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument, the person or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]

Notary Public of the State of California

[Notary Seal]
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Marin

On June 2, 2004 before me, Marie A. Lechner personally appeared Mathew A. Persone.

I, person(s) known to me
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.

WITNESS my hand and official seal.

Maria A. Lechner

Optional

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another 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

Signer’s Name: ______________________________________

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

Signer Is Representing: ___________________________________
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Marin

On June 2, 2004 before me, Marie A. Lechner, personally appeared Raya Berman.

I, Marie A. Lechner, am personally known to me and I 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.

WITNESS my hand and official seal.

[Signature]

Name of Notary Public

OPTIONAL

Through the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another 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

Signer's Name: __________________________________________

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

Signer is Representing: ________________________________

[Signature]

[Print Name Here]
PARCEL ONE:

BEGINNING at a point South 69° 06' 40" East 4.761 feet from the most Westerly corner of the property described in the Deed from San Rafael Land Title Company, a Corporation, to David S. Adams, et ux, recorded March 21, 1951 in Volume 682 of Official Records, at page 356, Marin County Records; thence North 29° 06' 55" East 334.639 feet; thence South 6° 51' West 23.827 feet; thence South 58° 54' East 104.305 feet; thence South 10° 55' 58" West 261.224 feet to the Notherly (stet) line of the property described in said deed to Adams above referred to; thence along said last named line North 78° 13' 10" West 204.046 feet to the point of beginning.

PARCEL TWO:

AN EASEMENT for roadway and utility purposes over a strip of land described as follows:

BEGINNING at a point which bears North 69° 06' 40" West 4.761 feet from the most Westerly corner of the above described property and running thence South 69° 06' 40" East 4.761 feet and running thence along the Southerly line of said described property South 78° 13' 10" East 50.0 feet; thence leaving said line and running South 48° 24' 40" West 37.879 feet to the Easterly line of Crane Drive; running thence along said line on a curve to the left whose center bears South 66° 39' 50" West and whose radius is 120.0 feet distant 44.994 feet to the point of beginning.

PARCEL THREE:

AN EASEMENT for sewer purposes over a strip of land 5 feet in width, the center line of which is described as follows:

BEGINNING at the most Easterly corner of the roadway and utility easement above described and running thence South 29° West to the Easterly line of Crane Drive and extending from the Southerly line of the property first above described to the Easterly line of said Crane Drive.

APN: 176-091-04
Commonly known as: 70 Crane Drive, San Anselmo, CA 94960

EXHIBIT A
PARCEL ONE: Beginning at a point which bears South 54° 02' 30" West 170.56 feet from an angle point in the Southwesterly boundary line of the Golf Course Tract formed by the intersection of the two courses North 27° 4' West 261.934 feet and North 62° 42' 30" West 218.84 feet, as said Golf Course Tract is described in that certain lease from San Anselmo Holding Company, a corporation, to H.A. Willard, recorded June 11, 1937 in Book 341 of Official Records, at page 199, Marin County Records, and running thence South 54° 02' 30" West 231.6 feet and South 20° 17' West 200.00 feet, thence North 79° 40' West 451.89 feet, thence North 22° 03' East 470.63 feet, South 81° 06' 20" East 219.92 feet to the center of a 40.00 road right of way; thence along the center line of said road right of way, South 57° 40' 30" East 201.03 feet and South 70° 01' 30" East 147.55 feet to the point of beginning.
(Assessor Parcel No. 176-300-24)

PARCEL TWO: Parcel Four as shown upon that certain Parcel Map entitled "Parcel Map, Lands of San Domenico School for Girls" filed for record July 11, 1984 in Volume 22 of Parcel Maps, at page 19, Marin Records, as modified by map recorded on November 7, 1994, in Book 33 of Surveys, page 20, Serial No. 94-078004, Marin County Records.
(Assessor Parcel No. 176-300-26)

BEGINNING at the point of intersection of the courses set forth as "North 10° 25' West 20.79 feet" and "North 40° 33' West 378.105 feet" in the Deed from H.A. Willard et ux. to the Presbytery of the Redwoods, a religious corporation, recorded November 18, 1955, in Book 987, at page 481, Marin County Records, running thence North 63° 45' East 132.978 feet, thence North 80° 31' East 103.07 feet, thence South 77° 10' East 202.05 feet, thence South 38° 13' East 198.593 feet, thence South 4° 20' 30" West 95.547 feet, thence South 11° 46' 30" West 135.56 feet, thence South 6° 51' East 94.27 feet, thence South 58° 54' East 89.53 feet, thence South 27° 56' 30" East 82.25 feet, thence South 10° 22' East 139.15 feet, thence South 45° 13' East 141.48 feet, thence South 84° 01' 30" East 131.066 feet to the westerly line of Butterfield Road.

EXHIBIT B
Recording Requested by, Mail Tax
Statements To and
When recorded mail to:
Samuel Doctors
1429 Butterfield Road
San Anselmo, CA 94960

APN 1346.39 - 13-

Documentary Transfer Tax:
$\frac{\text{computed on full value of}}{\text{property conveyed, exclusive of liens and}}$
$\frac{\text{encumbrances remaining on that property}}{\text{at time of sale.}}$

QUITCLAIM DEED

San Domenico School, a nonprofit corporation by Matt Harsche, Head of School
and Raya Hanlon, OP, a Member of the Board of Mission Holding Corporation (herewith
jointly referred to as GRANTOR quitclaims to Samuel Doctors and Meredith Cahn,
whose real property, for purposes of recordation of this deed in their chain of title is set
forth on the attached Exhibit A, all of their right, title, and interest in the real property
situated in the City of San Anselmo, County of Marin, State of California, described as
follows:

Beginning at the North Easterly corner of the property described in the deed
from San Rafael Land Title Company, a corporation to Edward J. Vacha et
ux, dated May 16, 1952, and recorded May 16, 1952 in Book 743 of the
Official Records at page 560, Marin County Records, South 27 degrees 56'
30" East 64.990 feet, thence South 10 degrees 22' 00" East 145.521 feet,
thence South 45 degrees 13' 00" East 52.807 feet, thence South 55 degrees
40' 56" East 110.103 feet, thence North 25 degrees 22' 43" East, 21.204 feet,
thence North 45 degrees 13' 00" West 141.480 feet, thence North 10 degrees,
22' 00" West 139.150 feet, thence North 27 degrees 56' 30" West 82.250
feet, thence South 46 degrees 34' 43" West 41.505 feet; to the point of
beginning.
reserving therefrom, in favor of the grantor and his/her/their successors in interest, a right of use for utilities, walking, hiking, bike and horse riding on any unimproved portion.

The legal description of the grantor's property to which the reservation of use is intended to run with the land in favor of successor owners is set forth on Exhibit B.

SIGNATURE PAGE:

Executed on ____________, 2004 at San Rafael, California

[Signature]

Matt Hersche, Administrator
San Domenico School, a nonprofit corporation

Raya Healon, OP
Mission Holding Corporation

ACKNOWLEDGMENT ATTACHED
Acknowledgment

State of California  
)  
) ss.  
County of Marin  
)

On Oct 24, before me, Marie A. Lechner, a Notary Public for California, personally appeared MATT HERSCHE, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Marie A. Lechner  
Notary Public of the State of California

Acknowledgment

State of California  
)  
) ss.  
County of Marin  
)

On Oct 2, 2004, before me, Marie A. Lechner, a Notary Public for California, personally appeared RAYA HANLON, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Marie A. Lechner  
Notary Public of the State of California
PARCEL ONE:

BEGINNING at the most Northerly corner of that certain property conveyed by San Rafael Land Title Company to Oliver P. Hause, et ux, recorded November 19, 1945 in Book 496 of Official Recorders at page 468, Marin County Records; running thence from said point of beginning along the Northeasterly boundary of said tract, South 27° 56' 30" East 64.99 feet, South 10° 22' East 145.521 feet, South 45° 13' East 52.81 feet to a point; thence leaving said Northeasterly boundary South 84° 57' 14" West 143.37 feet to the Northwesterly line of that certain parcel of land hereinabove referred to, distant South 10° 55' 58" West 255.0 feet from the point of beginning; thence North 10° 55' 58" East 255.0 feet to the point of beginning.

PARCEL TWO:

A NON-EXCLUSIVE easement for roadway purposes over the following described parcel of land:

BEGINNING at a point on the Easterly line of the property described in the Deed from Oliver P. Hause, et ux, to D. Frank Monte, et ux, recorded April 27, 1950 in Book 642 of Official Records at page 454, Marin County Records, said point being distant thereon South 10° 55' 58" West 255.0 feet and North 84° 57' 14" East 143.037 feet from the most Northerly corner of the property described in the above mentioned deed; running thence South 84° 57' 14" West 25.0 feet; thence South 5° 02' 46" East 10 feet; thence North 84° 57' 14" East to a point on the Easterly line of the property described in the above mentioned deed; thence along the Easterly line of said property North 45° 13' West to the point of beginning.

PARCEL THREE:

A NON-EXCLUSIVE EASEMENT over the 40-foot strip of land described as follows:

BEGINNING at the Northerly terminus of the call designated North 23° 06' 55" East 439.829 feet in deed from H.A. Willard, et ux, to Edward W. Kaenel, dated March 23, 1942 and recorded March 26, 1942 in Book 426 of Official Records at page 223, Marin County Records; running thence South 6° 51' West 94.27 feet, South 58° 54' East 89.53 feet, South 27° 56' 30" East 82.25 feet, South 10° 22' East 139.15 feet, South 45° 13' East 141.48 feet and South 84° 01' 30" East 131.066 feet to the Westerly line of Butterfield Road; thence Southerly along said Westerly road line South 15° 23' West 40.545 feet to the Northeast corner of the property described in deed from San Rafael Land Title Company, a Corporation, to Oliver P. Hause, et ux, recorded November 19, 1945 in Book 496 of Official Records at page 468, Marin County Records, running thence along Northeasterly line of said mentioned property North 84° 01' 30" West 138.527 feet, North 45° 13' West 168.123 feet, North 10° 22' West 145.521 feet and North 27° 56' 30" West 64.990 feet to the most Northerly corner thereof; thence along the Northerly line of the property described in the deed from San Rafael Land Company, a Corporation, to Edward J. Vacha, et ux, dated May 16, 1952 and recorded May 16, 1952 in Book 743 of Official Records at page 560, Marin County Records, North 58° 54' West 104.305 feet and North 6° 51' East 23.827 feet to a point which bears South 29° 06' 55" West from the point of beginning; running thence North 29° 06' 55" East to the point of beginning.

APN: 176-091-09
Commonly known as: 1429 Butterfield Road, San Anselmo, CA 94960

EXHIBIT A
OFFER OF DEDICATION

Pursuant to Marin County Ordinance No. 3287, adopted December 1, 1998, San Domenico School For Girls ("the School"), a corporation, which acquired title as Dominican Convent of San Rafael, a corporation pursuant to Marin County Ordinance No. 3287, adopted December 1, 1998, and in order to promote the public welfare, hereby offers to dedicate an easement, hereinafter described, to the Marin County Open Space District ("the District"), a public district of the State of California, and its successor in interest for pedestrian, equestrian, bicycle and emergency vehicle access.

The within Offer of Dedication may result in trail development within the easement area. If a trail is developed it shall be constructed, operated, and maintained by the District at its sole expense. The District shall at all times maintain any such trail in good and safe condition, appearance, and repair and shall promptly remove any trash refuse, or debris left in the easement area by users of the easement. No person entering the easement area pursuant to this Offer of Dedication or easement shall be deemed to be an invitee of the School. The District shall defend, indemnify, and hold harmless the School, its officers, directors, employees, members, agents, and students from and against any and all claims, actions, damages, expenses, and liabilities resulting from or arising out of construction, operation, and/or public use of the easement, including any trail. The exact trail easement and alignment shall accomplish the respective goals of the School and the District to assure continued privacy, security, and safety of the school and provide a key Countywide Trail link to public open space. Prior to trail construction and public use of the easement offered herein, the Marin County Open Space District shall in good faith attempt to obtain and develop parallel trails on adjoining property (APN 164-320-08 and 13), and if successful the District will, within its discretion, consider abandoning all or a part of this offer or easement.

The within Offer of Dedication shall remain in full force and effect, notwithstanding any rejection thereof or failure to accept by the District, it being specifically understood and agreed that the District, or its successors in interest, may, at any time in accordance with the terms of Marin County Ordinance 3287, rescind said rejection and/or accept said offer.

The property sought to be dedicated herein is situated in the County of Marin, State of California, and is more particularly described as follows:

See Exhibit "A" attached (no change) hereto and made a part hereof.
IN WITNESS WHEREOF, the undersigned has executed the within instrument the


"Owner"
SAN DOMENICO SCHOOL FOR GIRLS by:

Roger Newlin, O.P.
Chair, San Domenico School
Board of Directors

[Signature]
(HEAD OF SCHOOL)

Note: Owner(s) signature(s) must be notarized

MARIE A. LECHNER
COMM. # 1449159
NOTARY PUBLIC CALIFORNIA
MARIN COUNTY
COMM. EXP. NOV. 18, 2007

[Signature]
An Easement for pedestrian, equestrian, bicycle and emergency vehicle access over Parcel 4, as said Parcel 4 is shown and designated upon the parcel map of the Lands of the San Domenico School For Girls, filed July 11, 1984 in Book 22 of Parcel Maps, at Page 19, Marin County Records, and is located generally above the 680 foot contour lines as shown in the northern-most portion of the Rancho Canada De Herrera on the USGS Topographic 7.5 minute map, ISBN Number 0607093560, Novato, California SE/4 Petaluma 15' Quadrangle, on file with the U.S. Geological Survey, last revision 1980.
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Marin

On May 19, 2004 before me, Marie A. Lechner, Notary Public, personally appeared Matthew Heckscher.

☐ 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/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.

WITNESS my hand and official seal.

Marie A. Lechner
Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another 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: ____________________________________________

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

Signer Is Representing: ____________________________________________

RIGHT THUMBPRESS OF SIGNER
Top of thumb print

Signer’s Name: ____________________________________________

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

Signer Is Representing: ____________________________________________

RIGHT THUMBPRESS OF SIGNER
Top of thumb print
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Marin

On May 19, 2003 before me, Marie A. Lechner, Name and Title of Officer (e.g., "Judy Doe, Notary Public")
personally appeared Raye Lancaster Name(s) of Signer(s)

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/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.

WITNESS my hand and official seal.

Marie A. Lechner Signature of Notary Public

OPTIONAL
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

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Capacity(ies) Claimed by Signer(s)

Signer’s Name: __________________________

☐ Individual
☐ Corporate Officer
☐ Title(s): __________________________

☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: __________________________

Signer Is Representing: __________________________

Signer’s Name: __________________________

☐ Individual
☐ Corporate Officer
☐ Title(s): __________________________

☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: __________________________

Signer Is Representing: __________________________
WHEN RECORDED RETURN TO:
County of Marin
Real Estate Division
P.O. Box 4188, Civic Center Branch
San Rafael, CA 94913-4188
Attention: George Harrington

AREA: Sleepy Hollow
APN: -176-300-30

CERTIFICATE OF ACCEPTANCE
OF GRANT OF INTEREST IN REAL PROPERTY

THIS IS TO CERTIFY that the interest in real property conveyed by the
Offer of Dedication dated May 19, 2004 from San Domenico School For Girls, a
corporation, which acquired title as Dominican Convent of San Rafael, a corporation, to
the MARIN COUNTY OPEN SPACE DISTRICT, a public district of the State of
California, is hereby accepted by order of the Board of Directors of the Marin County
Open Space District and the grantee consents to the recordation thereof by its duly
authorized officer.

Date 9/16/04

[signature]
President, Board of Directors

ATTEST:

[signature]
Mark Riesenberg, Interim Secretary
EASEMENT DEED

THIS EASEMENT DEED (this "Agreement") is made and entered into as of this 20th day of June, 2006, by and between San Domenico School For Girls ("San Domenico School") and the Marin Municipal Water District, a municipal corporation ("District").

For valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

Section 1. Recitals:

A. San Domenico School is the owner of a certain piece of real property described as Parcel 4 of the map entitled, "PARCEL MAP, LANDS OF SAN DOMENICO SCHOOL FOR GIRLS, COUNTY OF MARIN, CALIFORNIA", recorded July 11, 1964, in Volume 22 of Parcel Maps, at Page 19, Marin County Records ("Property"). San Domenico School desires to convey non-exclusive easements over portions of the Property to the District for the purposes described below. APN 176-300-30.

B. The District intends to construct improvements on the Property and has asked San Domenico School to grant to the District the easements as described below.

Section 2. Grant of Easements:

A. As owners of the Property, San Domenico School hereby grants to the District and its successors and assigns in interest, the non-exclusive easements described in "Exhibit A", attached hereto and incorporated herein as if fully set forth ("Easements"). REFERENCED BY EXHIBIT B.

B. The Easements described in Section 2(A) shall be held subject to the following terms and conditions:

i. The Easements granted herein is non-exclusive. The District is granted the right to lay, maintain, repair, remove, replace and operate a pipeline or pipelines of such dimension or dimensions as the District elects to install, together with the right to construct and maintain such meters, valves and other facilities as may be necessary or convenient in connection with transmission and delivery of water, including reasonable ingress and egress over adjoining lands for the construction, repair and maintenance of such pipeline(s) and facilities ("Improvements").
ii. San Domenico School reserves the right to use the Easements for any and all purposes that will not interfere with District use of the Easements and operation of Improvements. No structures, fill, or other improvements shall be placed on or over the Easements that interferes with or impedes access to the use, repair, replacement, or maintenance of the installations in the Easements. Provided there is no interference with the District’s use as described herein, San Domenico School may use or grant additional easements to other property owners for uses including, but not limited to, ingress and egress.

iii. San Domenico School reserves and shall have the right to revise the grade of the surface or the location of the Easements, if and when San Domenico School shall first pay to the District the full expense of changing the grade or location of the pipeline(s) and other installations of the District therein. In the event of a change in grade, the District will determine if the grade change requires the raising or lowering of the pipeline or other installation. The District shall determine the cost and that cost shall be final. If San Domenico School desires a change in the location of the Easements, San Domenico School shall first grant a suitable new easement acceptable to the District.

iv. The District is under no obligation to install or to maintain paving or other surfacing on the Easements, unless it is a condition of improving District access to repair, replace, maintain, or to use the installations in the Easements. The District shall not be liable for any contribution under the provisions of California Civil Code Section 845.

Section 3. Damages to the Property:

If any portion of the Property is damaged by reason of the leakage or the failure of any part of the underlying existing District pipelines or facilities, or by reason of the District, its officers', agents', employees' or contractors' actions in gaining access to the Easements, District facilities, or underlying pipelines for purposes of repair, maintenance, connection, or for any other purpose, then the loss shall be assumed by the District.

If the District undertakes any repair on any portion of the Property, the District's work shall conform to applicable standards of the construction industry. The District shall endeavor to replace or repair any portion of the Property, damaged by the District, as reasonably as possible, to the conditions that previously existed.

Section 4. Damages to the Improvements:

Any damage to the Improvements by San Domenico School, directly or indirectly, to (a) the District's pipelines or other District facilities maintained in the Easements, or (b) to property in the Easements for which the District is held responsible, shall be assumed
by San Domenico School, and San Domenico School agrees to and will pay the entire cost of the loss sustained by the District.

Section 5. Maintenance:

San Domenico School shall be responsible for all maintenance of landscaping or other surfacing upon the Easements.

Section 6. Hold Harmless:

San Domenico School, for themselves, their heirs, executors, administrators, successors, assigns and for any person or company in the Easements by invitation expressed or implied, shall indemnify, hold harmless, release and defend the District, its officers, directors, volunteers, agents and employees, from any and all liability, actions, claims, damages, costs or expenses, including attorneys' fees and costs and expenses of suit which may be asserted by any person, including San Domenico School, arising out of or in connection with this Agreement, except (a) an action to enforce the terms of this Agreement.

Section 7. Representation:

This Agreement is executed voluntarily by each of the parties hereto, all of whom have had the opportunity to obtain legal advice by independent counsel of their choice as to the content and effect of this Agreement.

Section 8. Authorization:

Each signatory to this Agreement warrants that he or she has full authority to execute this Agreement on behalf of and thus bind the individual, or entity represented.

Section 9. Entire Agreement:

This Agreement contains the entire agreement and understanding between the parties.

Section 10. Binding on Successors:

This Agreement shall bind and inure to the benefit of the respective successors, assigns, legatees, heirs, executors, administrators and estates of each of the parties; provided, that San Domenico School and each succeeding owner of the property and the easements granted herein shall have no liability hereunder with respect to matters arising from and after the date when they cease to be owner of the Property and said easements. In the event San Domenico School, or the successors and assigns in interest of San Domenico School, fail to make a payment reasonably required therein to be made by them to the District, and such failure continues for sixty (60) days following the date that the District notifies San Domenico School or such successors and assigns in writing of their liability, the District shall secure San Domenico School or their successors' and assigns' obligation to pay by filing a lien on the property.
Section 11. Paragraph Headings:

Paragraph headings are used for reference purposes only and are not intended to describe, interpret, define or limit the scope or extent of this Agreement or any of its provisions.

Section 12. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the state of California.

Section 13. Counterparts:

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together, shall constitute one instrument.

Section 14. Facsimile Signatures:

The parties agree that this Agreement, documents ancillary to this Agreement and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature shall be treated in all respects as having the same effect as an original signature.

Section 15. No Presumption Regarding Drafter:

The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

Section 16. Mediation:

Any dispute or claim in law or equity between San Domenico School and the District arising out of this Agreement, if not resolved by informal negotiation between the parties, shall be mediated by referring it to the nearest office of Judicial Arbitration and Mediation Services, Inc. (JAMS) for mediation. Each party shall provide the others with a list of four mediators. The parties shall confer on the list and select a mutually agreeable mediator. Mediation shall consist of an informal, non-binding conference or conferences between the parties and the judge-mediator jointly, then in separate caucuses wherein the judge will seek to guide the parties to a resolution of the case. If the parties cannot agree to a mutually acceptable member from the JAMS panel of retired judges, a list and resumes of available mediators with substantial experience in mediating claims of the type at issue between the parties, numbering one more than there are parties, will be sent to the parties, each of whom will strike one name leaving
the remaining name as the mediator. If more than one name remains, JAMS arbitration administrator will choose a mediator from the remaining names. The mediation process shall continue until the case is resolved or until such time as the mediator makes a finding that there is no possibility of resolution.

Section 17. Arbitration:

At the sole election of the District, any dispute or claim in law or equity between San Domenico School and the District arising out of this Agreement which is not settled through mediation shall be decided by neutral binding arbitration and not by court action, except as provided by California law for judicial review of arbitration proceedings. If the election is made, the arbitration shall be conducted in accordance with the rules of Judicial Arbitration Mediation Services, Inc. (JAMS). The parties to an arbitration may agree in writing to use different rules and/or arbitrators. Any election for binding arbitration must be made by the electing party delivering a written notice to the other party at any time within sixty (60) days after the mediator makes a finding that there is no possibility of the resolution of the matter in dispute.

San Domenico School:
Dated: 6-20-2006
Signed: 

DISTRICT: MARIN MUNICIPAL WATER DISTRICT

Dated: 6/20/06
By: Paul Helliker
Paul Helliker
General Manager

Attest:
Secretary

Attachments:

Exhibit A - Legal Descriptions
Exhibit B - Record Drawings
EXHIBIT A

GRANT OF EASEMENT TO THE MARIN MUNICIPAL WATER DISTRICT

ALL THAT REAL PROPERTY LOCATED IN THE COUNTY OF MARIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING PORTIONS OF PARCEL 4, AS SAID PARCEL IS SHOWN ON THE MAP ENTITLED "PARCEL MAP, LANDS OF SAN DOMENICO SCHOOL FOR GIRLS, COUNTY OF MARIN, CALIFORNIA" RECORDED JULY 11, 1984 IN VOLUME 22 OF PARCEL MAPS, AT PAGE 19, MARIN COUNTY RECORDS, DESCRIBED AS FOLLOWS:

PARCEL ONE:
COMMENCING AT THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL ONE CONVEYED BY RAYMOND CERUTTI, ET AL, TO JOSEPH F. EDELESTEIN, ET UX, IN THE DEED DATED MARCH 27, 1959 AND RECORDED APRIL 10, 1959 IN BOOK 1270 OF OFFICIAL RECORDS AT PAGE 56, MARIN COUNTY RECORDS; THENCE NORTH 37°11’32” EAST, 190.43 FEET ALONG THE CENTERLINE OF THAT CERTAIN TEN FOOT WATERLINE RIGHT OF WAY DESCRIBED AS PARCEL B IN THE DEED TO THE MARIN MUNICIPAL WATER DISTRICT RECORDED IN BOOK 1815 OF OFFICIAL RECORDS, AT PAGE 648, MARIN COUNTY RECORDS; THENCE LEAVING SAID CENTERLINE NORTH 52°48’28” WEST, 5.00 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID MARIN MUNICIPAL WATER DISTRICT RIGHT OF WAY, SAID POINT ALSO BEING THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE LEAVING SAID NORTHWESTERLY LINE AND CONTINUING NORTH 52°48’28” WEST, 40.00 FEET; THENCE NORTH 37°11’32” EAST, 15.00 FEET; THENCE SOUTH 52°48’28” EAST, 40.00 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID MARIN MUNICIPAL WATER DISTRICT RIGHT OF WAY; THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 37°11’32” WEST, 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 600 SQUARE FEET, MORE OR LESS.

PARCEL TWO:
COMMENCING AT THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL ONE CONVEYED BY RAYMOND CERUTTI, ET AL, TO JOSEPH F. EDELESTEIN, ET UX, IN THE DEED DATED MARCH 27, 1959 AND RECORDED APRIL 10, 1959 IN BOOK 1270 OF OFFICIAL RECORDS AT PAGE 56, MARIN COUNTY RECORDS; THENCE NORTH 37°11’32” EAST, 229.73 FEET ALONG THE CENTERLINE OF THAT CERTAIN TEN FOOT WATERLINE RIGHT OF WAY DESCRIBED AS PARCEL B IN THE DEED TO THE MARIN MUNICIPAL WATER DISTRICT RECORDED IN BOOK 1815 OF OFFICIAL RECORDS, AT PAGE 648, MARIN COUNTY RECORDS; THENCE LEAVING SAID CENTERLINE NORTH 52°48’28” WEST, 5.00 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID MARIN MUNICIPAL WATER DISTRICT RIGHT OF WAY, SAID POINT ALSO BEING THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE LEAVING SAID NORTHWESTERLY LINE AND CONTINUING NORTH 52°48’28” WEST, 42.00 FEET; THENCE NORTH 37°11’32” EAST, 20.00 FEET; THENCE SOUTH 52°48’28” EAST, 42.00 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID MARIN MUNICIPAL
EXHIBIT A

WATER DISTRICT RIGHT OF WAY; THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 37°11′32″ WEST, 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 840 SQUARE FEET, MORE OR LESS.

PARCEL THREE:
COMMENCING AT A POINT WHICH BEARS NORTH 37°11′32″ EAST, 290.46 FEET FROM THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL ONE CONVEYED BY RAYMOND CERUTTI, ET AL, TO JOSEPH F. EDELSTEIN, ET UX, IN THE DEED DATED MARCH 27, 1959 ANDRecorded APRIL 10, 1959 IN BOOK 1270 OF OFFICIAL RECORDS AT PAGE 56, MARIN COUNTY RECORDS, SAID POINT OF COMMENCEMENT ALSO BEING AN ANGLE POINT ON THE CENTERLINE OF THAT CERTAIN TEN FOOT WATERLINE RIGHT OF WAY DESCRIBED AS PARCEL B IN THE DEED TO THE MARIN MUNICIPAL WATER DISTRICT RECORDED IN BOOK 1815 OF OFFICIAL RECORDS, AT PAGE 648, MARIN COUNTY RECORDS; THENCE ALONG SAID CENTERLINE NORTH 39°10′14″ EAST, 96.84 FEET; THENCE LEAVING SAID CENTERLINE SOUTH 50°49′46″ WEST, 5.00 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID MARIN MUNICIPAL WATER DISTRICT RIGHT OF WAY, SAID POINT ALSO BEING THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE LEAVING SAID SOUTHWESTERLY LINE AND CONTINUING SOUTH 50°49′46″ WEST, 23.00 FEET; THENCE NORTH 39°10′14″ WEST, 15.00 FEET; THENCE NORTH 50°49′46″ EAST, 23.00 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID MARIN MUNICIPAL WATER DISTRICT RIGHT OF WAY; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 39°10′14″ EAST, 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 345 SQUARE FEET, MORE OR LESS.

PARCEL FOUR:
COMMENCING AT A POINT WHICH BEARS NORTH 37°11′32″ EAST, 290.46 FEET FROM THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL ONE CONVEYED BY RAYMOND CERUTTI, ET AL, TO JOSEPH F. EDELSTEIN, ET UX, IN THE DEED DATED MARCH 27, 1959 AND Recorded APRIL 10, 1959 IN BOOK 1270 OF OFFICIAL RECORDS AT PAGE 56, MARIN COUNTY RECORDS, SAID POINT OF COMMENCEMENT ALSO BEING AN ANGLE POINT ON THE CENTERLINE OF THAT CERTAIN TEN FOOT WATERLINE RIGHT OF WAY DESCRIBED AS PARCEL B IN THE DEED TO THE MARIN MUNICIPAL WATER DISTRICT RECORDED IN BOOK 1815 OF OFFICIAL RECORDS, AT PAGE 648, MARIN COUNTY RECORDS; THENCE ALONG SAID CENTERLINE NORTH 39°10′14″ EAST, 145.84 FEET; THENCE LEAVING SAID CENTERLINE SOUTH 50°49′46″ WEST, 5.00 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID MARIN MUNICIPAL WATER DISTRICT RIGHT OF WAY, SAID POINT ALSO BEING THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE LEAVING SAID SOUTHWESTERLY LINE AND CONTINUING SOUTH 50°49′46″ WEST, 22.00 FEET; THENCE NORTH 39°10′14″ WEST, 23.00 FEET; THENCE NORTH 50°49′46″ EAST, 22.00 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID MARIN MUNICIPAL WATER DISTRICT RIGHT OF WAY; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 39°10′14″ EAST, 23.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 506 SQUARE FEET, MORE OR LESS.
PARCEL FIVE:
COMMENCING AT A POINT WHICH BEARS NORTH 37°11'32 EAST, 290.46 
FEET FROM THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL OF 
LAND DESCRIBED AS PARCEL ONE CONVEYED BY RAYMOND CERUTTI, ET AL, 
TO JOSEPH F. EDELSTEIN, ET UX, IN THE DEED DATED MARCH 27, 1959 
AND RECORDED APRIL 10, 1959 IN BOOK 1270 OF OFFICIAL RECORDS AT 
PAGE 56, MARIN COUNTY RECORDS, SAID POINT OF COMMENCEMENT ALSO 
BEING AN ANGLE POINT ON THE CENTERLINE OF THAT CERTAIN TEN FOOT 
WATERLINE RIGHT OF WAY DESCRIBED AS PARCEL B IN THE DEED TO THE 
MARIN MUNICIPAL WATER DISTRICT RECORDED IN BOOK 1815 OF OFFICIAL 
RECORDS, AT PAGE 648, MARIN COUNTY RECORDS; THENCE ALONG SAID 
CENTERLINE NORTH 39°10'14" EAST, 179.89 FEET; THENCE LEAVING SAID 
CENTERLINE NORTH 50°49'46" EAST, 5.00 FEET TO A POINT ON THE 
NORTHEASTERLY LINE OF SAID MARIN MUNICIPAL WATER DISTRICT RIGHT 
OF WAY, SAID POINT ALSO BEING THE POINT OF BEGINNING FOR THIS 
DESCRIPTION; THENCE LEAVING SAID NORTHEASTERLY LINE AND 
CONTINUING NORTH 50°49'46" EAST, 33.00 FEET; THENCE SOUTH 
39°10'14" WEST, 15.00 FEET; THENCE SOUTH 50°49'46" EAST, 33.00 
FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID MARIN MUNICIPAL 
WATER DISTRICT RIGHT OF WAY; THENCE ALONG SAID NORTHEASTERLY LINE 
NORTH 39°10'14" WEST, 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 495 SQUARE FEET, MORE OR LESS.
EXHIBIT "A"

GRANT OF EASEMENT TO THE MARIN MUNICIPAL WATER DISTRICT

ALL THAT REAL PROPERTY LOCATED IN THE COUNTY OF MARIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING PORTIONS OF PARCEL 4, AS SAID PARCEL IS SHOWN ON THE MAP ENTITLED "PARCEL MAP, LANDS OF SAN DOMENICO SCHOOL FOR GIRLS, COUNTY OF MARIN, CALIFORNIA" RECORDED JULY 11, 1984 IN VOLUME 22 OF PARCEL MAPS, AT PAGE 19, MARIN COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHEASTERLY CORNER OF THE CENTERLINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL A IN THE DEED TO MARIN MUNICIPAL WATER DISTRICT RECORDED MAY 20, 1954 IN BOOK 1815 OF OFFICIAL RECORDS AT PAGE 648, MARIN COUNTY RECORDS; THENCE ALONG SAID CENTERLINE SOUTH 18°54'45" WEST, 9.54 FEET TO THE POINT OF BEGINNING; THENCE NORTH 71°05'15" WEST, 12.00 FEET; THENCE NORTH 13°15'32" WEST, 34.05 FEET; THENCE NORTH 58°04'15" WEST, 31.43'; THENCE SOUTH 31°55'45" WEST, 15.00 FEET; THENCE NORTH 58°04'15" WEST, 15.00 FEET; THENCE NORTH 31°55'45" EAST, 15.00 FEET; THENCE NORTH 58°04'15" WEST, 26.31 FEET THENCE SOUTH 31°55'45" WEST, 24.00 FEET; THENCE NORTH 58°04'15" WEST, 15.00 FEET; THENCE NORTH 31°55'45" EAST, 24.00 FEET; THENCE NORTH 58°04'15" WEST, 45.31 FEET; THENCE NORTH 59°18'22" WEST, 369.97 FEET; THENCE NORTH 59°08'25" WEST, 275.98 FEET; THENCE NORTH 72°28'54" WEST, 58.39 FEET; THENCE NORTH 61°34'15" WEST, 32.25 FEET; THENCE NORTH 28°25'45" EAST, 24.00 FEET; THENCE SOUTH 89°34'15" EAST, 31.32 FEET; THENCE SOUTH 59°08'25" EAST, 338.95 FEET; THENCE SOUTH 59°18'22" EAST, 370.24 FEET; THENCE SOUTH 58°04'15" EAST, 40.72 FEET; THENCE NORTH 31°55'45" EAST, 13.41 FEET; THENCE SOUTH 58°04'15" EAST, 15.00 FEET; THENCE SOUTH 31°55'45" WEST, 13.41 FEET; THENCE SOUTH 58°04'15" EAST, 91.31 FEET; THENCE SOUTH 13°15'32" EAST, 43.47 FEET; THENCE SOUTH 18°54'45" WEST, 13.30 FEET; THENCE NORTH 71°05'15" WEST, 12.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 24,539 SQUARE FEET, MORE OR LESS.
LANDS OF SAN DOMENICO SCHOOL
PARCEL 4 (22-PM-19)

POINT OF COMMENCEMENT PARCEL ONE AND TWO

COURSE DESCRIPTION
1 N52°48'28"W 5.00'

CENTERLINE, 10' M.M.W.D. EASEMENT PER 1815-OR-645

SCALE: 1"=40'

EXHIBIT "B"
GRANT OF EASEMENT TO THE
MARIN MUNICIPAL WATER DISTRICT
SHEET 1 OF 2

CREEGAN + D'ANGELO
Consulting Civil and Structural Engineers
FAIRFIELD, MONTEREY, PLEASANTON, SAN FRANCISCO, SAN JOSE

Easement Deed: San Domenico School / MMWD
EXHIBIT 'B'
MARIN MUNICIPAL WATER DISTRICT
WATER LINE EASEMENT

CREEGAN + D'ANGELO
Consulting Civil and Structural Engineers
FAIRFIELD, MONTEREY, PLEASANTON, SAN FRANCISCO, SAN JOSE

APPROVED BY: ___________________________ EXP. DATE _____________
RE. NO. ___________ DATE _____________

DESIGNED BY: ___________________________
DRAWN BY: ___________________________
CHECKED BY: ___________________________

SCALE: 1" = 60'

PROJECT NUMBER
201003
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of MARIN ss.

On JUNE 20, 2006 before me, STANLEY P. GRAHAM, NOTARY

personally appeared MATTHEW HEERSCHE

☐ personally known to me
☑ proved to me on the basis of satisfactory evidence

I, STANLEY P. GRAHAM, being first duly sworn, do solemnly swear or affirm that 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.

WITNESS my hand and official seal.

STANLEY P. GRAHAM
Commission # 1396083
Notary Public - California
Marin County
My Comm. Expires Jan 26, 2007

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and attachment of this form to another document.

Description of Attached Document

Title or Type of Document: EASEMENT DEED

Document Date: JUNE 20, 2006

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer

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

Signer Is Representing:
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of MARN

On JUNE 20, 2006 before me, STANLEY P. GRAHAM, NOTARY
personally appeared PAUL HELLICKER, GENERAL MANAGER

☑ personally known to me
☐ 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.

WITNESS my hand and official seal.

STANLEY P. GRAHAM
Commission # 1396083
Notary Public - California
Marin County
My Comm. Expires Jan 26, 2007

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: EASEMENT DEED

Document Date: JUNE 20, 2006 Number of Pages: 14

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer

Signer's Name: ____________________________

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

Signer Is Representing: ____________________________
Certificate of Acceptance

THIS IS TO CERTIFY that the interest in the real property conveyed by the Easement Deed, dated June 20, 2006 from San Dominico School to the MARIN MUNICIPAL WATER DISTRICT, a local public agency, was hereby accepted by order of the BOARD OF DIRECTORS of the MARIN MUNICIPAL WATER DISTRICT on October 1, 2003 subject to the terms and conditions of said Easement Deed, and the MARIN MUNICIPAL WATER DISTRICT consents to the recordation thereof by its duly authorized Officer.

DATED: 6/21/2006 BY: ____________________________

Stanley Graham
Real Property Agent
PRIVATE NON-DEVELOPMENT AGREEMENT

THIS PRIVATE NON-DEVELOPMENT AGREEMENT is entered into this 11 day of August, 2008 by and between San Domenico School ("Owner"), and the County of Marin, a political subdivision of the State of California ("County") and supersedes the Private Non-Development Agreement dated December 1, 2002, and recorded in Marin County Recorders Serial Number 2003-0004834.

RECITALS:

A. Owner owns the real property described in Exhibit A attached hereto ("Property").

B. The approximately 512-acre Property is presently partially developed with educational facilities for San Domenico School and also contains undeveloped areas containing desirable aesthetic and environmental features. As part of the County's Master Plan and Precise Development Plan (the "Master Plan") which granted Owner approvals to remodel and expand the school's facilities, condition of approvals (Ordinance 3287 - Master Plan Condition 16 and Resolution 2002-60 - Precise Development Plan Condition 14) were established which required the Owner to execute and record a private non-development agreement which would affect all areas outside of the approximately 34-acre campus area and including all areas extending from the top of banks for Sleepy Hollow Creek outwards for a distance of 50 feet. The non-development agreement was amended by Ordinance 3483 to allow ground mounted solar arrays within the non-development agreement area.

C. The County finds that certain areas of the Property have substantial natural and scenic qualities that represent important physical, aesthetic, environmental, and scenic assets to the County.

D. County wishes to ensure that said portions of the Property will generally remain undeveloped. Owner is willing to enter into a Private Non-Development Agreement as required by the Master Plan, which would affect all areas of the property extending outside of the approximately 34-acre campus area and extending from the top of banks for Sleepy Hollow Creek outwards for a distance of 50 feet in order to preserve the undeveloped oak woodland and riparian vegetation areas.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Authority. This Private Non-Development Agreement is entered into pursuant to Board of Supervisors Ordinance 3287 and Resolution 2002-60, and amended by Ordinance 3483.

2. Non-Development Limitation. So long as this Private Non-Development Agreement remains effective, the area of the Project outside of the approximately 34-acre campus and including the area extending from the top of banks for Sleepy Hollow Creek outwards for a distance of 50 feet, as depicted on the map identified as "Exhibit B" shall be preserved substantially in its undeveloped state. No new structures, except for the defined area for ground mounted solar arrays as shown on "Exhibit C" and as approved by the February 12, 2008 Master Plan Amendment (Ordinance 3483), shall be allowed in the non-development area. No trees, bushes, or other botanical features shall be removed in a manner inconsistent with this Private Non-
Development Agreement, except where necessary for fire protection, to remove noxious species, to accommodate any permitted structure or, where required, to conform to local ordinances or the laws of the State of California relating to health, safety or the general welfare. The natural topography of the land shall not be disturbed except where required to prevent erosion which may damage the Property or the property of others, to accommodate any permitted structure or, where required, to conform to local ordinances or the laws of the State of California relating to health, safety, or the general welfare. Except as provided for in the Master Plan, the Property may be utilized by Owner, its agents, invitees and representatives for educational, recreational and open space uses that are compatible with the maintenance of the area as a non-development area.

3. Term. This Private Non-Development Agreement shall become effective immediately upon execution by both the parties hereto, and shall thereafter remain effective permanently, subject to the terms and conditions of the Master Plan as the same may be amended from time to time at the request of the Owner and approval by the County.

4. No Public Access. Except as provided for and required in the Master Plan, nothing contained in this Private Non-Development Agreement shall be construed as authorizing the County or members of the public to enter upon or use the Property without Owner's consent, except as necessary for County to ascertain that the terms of this Agreement are complied with.

5. Consideration. Owner shall not receive any payment from County in consideration of the restrictions placed on the Property by this Private Non-Development Agreement. Owner acknowledges and agrees that the permission to develop the property pursuant to the Master Plan is adequate consideration for this agreement.

6. Successors and Assigns. This Private Non-Development Agreement shall run with the land and shall be binding on Owner's successors and assigns with respect to the Property and on all persons having or acquiring any right, title, or interest in or to the Property.

7. No Third Party Beneficiaries. No obligation of a party under this Agreement is enforceable by, or is for the benefit of, any third parties. The provisions of this Agreement are for the exclusive benefit of the parties hereto and their respective successors and assigns and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person.

IN WITNESS WHEREOF, the parties hereto have executed this Private Non-Development Agreement as of the day and year first written above.

"OWNER" by: [Signature]
[Name]

"COUNTY" by: [Signature]
[Name]

NOTE: Owner(s) signature(s) must be notarized.
EXHIBIT A

DESCRIPTION

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

PARCEL ONE:

PARCEL 4, as shown upon that certain map entitled, "Parcel Map, Lands of San Domenico School for Girls, County of Marin, California", filed for record July 11, 1984 in Volume 22 of Parcel Maps, at Page 19, Marin County Records.

EXCEPTING THEREFROM that portion thereof described as follows:

BEGINNING on the Northerly line of Parcel 1, as it is shown upon that certain map entitled, "Parcel Map Lands of the San Domenico School for Girls", recorded in Book 22 of Parcel Maps at Page 19, Marin County Records, at the intersection of the courses thereon, South 76° 33' 00" West, 260.00 feet and South 74° 00' East, 45.00 feet; thence along said line, South 76° 30' 00" West, 260.00 feet to the Westernmost point common to Parcel 1 and Parcel 4 of said map; thence along the Westerly line of Parcel 4, North 6° 51' 00" East, 18.27 feet and North 11° 46' 30" East, 18.32 feet; thence leaving said line, North 86° 15' 35" East, 86.04 feet; thence North 84° 38' 06" East, 183.27 feet to the point of beginning.

PARCEL TWO:

BEGINNING at a point which bears South 54° 02' 30" West 170.56 feet from an angle point in the southwesterly boundary line of the Golf Course Tract formed by the intersection of the two courses "North 27° 47' West 261.934 feet and North 62° 42' 30" West 218.84 feet", as said Golf Course Tract is described in that certain lease from San Anselmo Holding Company, a corporation to H.A. Willard, recorded June 11, 1937 in Book 341 of Official Records, at Page 199, Marin County Records, and running thence South 54° 20' 30" West 231.6 feet and South 20° 17' West 200.0 feet, thence North 79° 40' West 451.89 feet, thence North 22° 03' East 470.63 feet, South 81° 06' 20" East 219.02 feet to the center of a 40.00 foot road right of way; thence along the center line of said road right of way, South 57° 40' 30" East 201.03 feet and South 70° 01' 30" East 147.55 feet to the point of beginning.

PARCEL THREE:

AN EASEMENT 40 feet wide lying Southerly and Westerly of the following described line:

BEGINNING at the point of intersection of the courses set forth as "North 10° 25' West 20.79 feet" and "North 40° 33' West 378.105 feet" in the Deed from H. A. Willard, et ux, to The Presbytery of the Redwoods, a religious corporation, recorded November 18, 1955 in Book 987 of Official Records, at Page 481, Marin County Records, running thence North 63° 45' East 132.978 feet, North 60° 30' East 103.07 feet, South 77° 10' East 202.05 feet, South 36° 13' East 196.593 feet, South 4° 20' 30" West 95.547 feet, South 11° 46' 30" West 135.56 feet, South 6° 51' East 94.27 feet, South 58° 54' East 89.53 feet, South 27° 56' 30" East 82.25 feet, South 10° 22' East 139.15 feet, South 45° 13' East 141.48 feet and South 84° 01' 30" East 131.066 feet to a point on the Westerly line of Butterfield Road.

EXCEPTING THEREFROM any portion lying within the boundaries of Parcel One.
EXHIBIT A

PARCEL FOUR:

AN EASEMENT for equestrian trail purposes across Parcels 1 and 2 as said easement and parcels are shown, upon the map entitled, "Parcel Map, Lands of San Domenico School for Girls, County of Marin, California" filed for record July 11, 1984 in Volume 22 of Parcel Maps, at Page 19, Marin County Records.

PARCEL FIVE:

AN EASEMENT for equestrian purposes, as follows:

BEGINNING at the Westernmost point common to Parcel 1 and Parcel 4 (22 PM 19); thence along the Northerly line of Parcel 1, North 78° 30' 00" East, 77.40 feet to the true point of beginning; thence North 26° 00' East, 25.71 feet; thence North 86° 15' 35" East, 4.80 feet; thence North 84° 38' 06" East, 6.73 feet; thence South 25° 00' West, 23.78 feet to the Northerly line of Parcel 1; thence South 78° 30' 00" West, 12.60 feet to the true point of beginning.

PARCEL SIX:

AN EASEMENT for drainage purposes, as follows:

BEGINNING at the Westernmost point common to Parcel 1 and Parcel 4 (22 PM 19); thence along the Northerly line of Parcel 1, North 78° 30' 00" East, 90.00 feet; thence North 26° 00' East, 23.78 feet; thence South 84° 38' 06" West, 6.73 feet; thence South 83° 15' 35" West, 86.04 feet to the Westerly side of Parcel 4; thence along said line, South 11° 46' 30" West, 18.32 feet and South 6° 51' 00" West, 18.27 feet, to the point of beginning.

PARCEL SEVEN:

AN EASEMENT for public utilities, as follows:

BEGINNING on the Northerly line of Parcel 1 (22 PM 19), at the intersection of the courses thereon South 78° 30' 00" West, 280.00 feet and South 74° 00' East, 45.00 feet; thence along said line, South 78° 30' 00" West, 6.39 feet; thence leaving said line, North 27° 00' East, 0.81 feet; thence North 84° 36' 06" East, 5.92 feet, to the point of beginning.
EXHIBIT B

A PRIVATE NON-DEVELOPMENT RESTRICTION:

A PRIVATE NON-DEVELOPMENT AGREEMENT entered into pursuant to Marin County Board of Supervisors Ordinance 3287 and Resolution 2002-60, and amended by Ordinance 3483 and Resolution 2008-17 as follows

BEGINNING outside of the approximately 34 acre school campus development area and including the area extending from the top of banks for Sleepy Hollow creek outwards for a distance of 50 feet, as depicted on the map identified as "Exhibit B," attached herewith. Approximately 478 acres of the property shall be preserved, except for the area approved for ground mounted solar arrays as identified on the map identified as "Exhibit C," substantially in its current undeveloped state in accordance with the Non-Development Limitations and Terms specified in the Private Non-Development Agreement.
CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Marin

On August 9th, 2002 before me, Gerrit Albetski, Notary Public

(Here insert name and title of officer)

personally appeared Mathew Heersche and Robert E. Darnbush

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 of Notary Public

(Gerrit J. Albetski
COMM. #1554312
NOTARY PUBLIC-CALIFORNIA
MARIN COUNTY

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Private Non-Development

(Title or description of attached document)

Agreement

(Title or description of attached document continued)

Number of Pages Document Date

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

☐ Individual(s)
☐ Corporate Officer

☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

☐ State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.

☐ Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.

☐ The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).

☐ Print the name(s) of document signer(s) who personally appear at the time of notarization.

☐ Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is / are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.

☐ The notary seal impression must be clear and photographically reproducible impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.

☐ Signature of the notary public must match the signature on file with the office of the county clerk.

☐ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.

☐ Indicate title or type of attached document, number of pages and date.

☐ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

☐ Securely attach this document to the signed document.
RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
PG&E Land Services
111 Stony Circle
Santa Rosa, CA 95401

Location: City/Uninc________________________
Recording Fee $__________________________
Document Transfer Tax $____________________
[ ] This is a conveyance where the consideration and
Value is less than $100.00 (R&T 11911).
[ ] Computed on Full Value of Property Conveyed, or
[ ] Computed on Full Value Less Liens
& Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(APN 176-300-32)
LD#________________________
2402-07-0567

AGREEMENT

This Agreement ("Agreement") is made and entered into this 7 day of
May __, 2011 by PACIFIC GAS AND ELECTRIC COMPANY, a California
corporation, hereinafter called "PG&E", and KENNETH A. PAGANINI and JEANNINE VOIX
PAGANINI, as trustees of the Paganini Trust dated May 30, 2002, hereinafter called "Owner."

RECITALS

A. Owner is the fee title owner of certain real property within the unincorporated area of the
County of Marin, State of California, (hereinafter, the "Property") described as follows:

(APN 176-300-32)

The parcels of land described and designated PARCEL ONE and PARCEL
TWO in the deed from Kenneth A. Paganini and Jeannine Voix Paganini to Kenneth A.
Paganini and Jeannine Voix Paganini, as trustees, recorded July 19, 2002, as Official
Records Series Number 2002-0062906, Marin County Records.

B. PG&E is the owner of the following right-of-way and easement across the Property:

The right-of-way and easement for gas and electric facilities and for all
other purposes connected therewith, as set forth in the Grant of Easement dated May
25, 1984, and recorded as Official Records Series No. 84033354, Marin County
Records, as corrected by the Correction Deed dated March 15, 1985, and recorded as
Official Records Series No. 85023069, Marin County Records, and as modified by the
Easement Modification Agreement dated May 13, 2009, and recorded as Official Records Series No. 2009-0056987, Marin County Records;

C. Owner and PG&E desire to rescind said Easement Modification Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and PG&E hereby agree that (a) PG&E's right-of-way and easement shall be as set forth in said Grant of Easement dated May 25, 1984, as corrected by said deed dated March 14, 1985, and (b) said Easement Modification Agreement is hereby rescinded, and shall be of no further force and effect.

This Agreement shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

"PG&E"

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation

[Signature]

By: Carole Morales-Burnham, P.L.S.
Supervisor, North Coast
Land Surveying & Engineering Support

"Owner"

KENNETH A. PAGANINI, and JEANNINE VOIX PAGANINI, as trustees of the Paganini Trust dated May 30, 2002

[Signature]

Kenneth A. Paganini, trustee

[Signature]

Jeannine Voix Paganini, trustee
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of California Marin

On 5/17/2011 before me, Evan Timmel, Notary Public
personally appeared Kenneth Albert Paganini and
Jeannine Voix Paganini

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
you (they) executed the same in your/their authorized
capacities) and that you (they) signed your/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

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document
and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Agreement
Document Date: May 30, 2002 Number of Pages: 2

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer’s Name:?

☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney In Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer is Representing:

Right Hand Print of Signer
Top of thumb here

Signer’s Name:

☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney In Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer is Representing:

Right Hand Print of Signer
Top of thumb here
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Contra Costa

On May 24, 2011 before me, Rebecca Marshall, Notary Public, personally appeared Carol Morales Burnham 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: Rebecca Marshall

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document
Title or Type of Document: Agreement
Document Date: May 17, 2011 Number of Pages: 2
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Carol Morales Burnham
☐ Individual
☒ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer Is Representing:

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

Signer Is Representing:
ASSESSMENT DIAGRAM FOR COMMUNITY FACILITIES DISTRICT NO. 2014-1 (CLEAN ENERGY) ~ BOUNDARIES OF THE TERRITORY WITHIN THE COUNTY OF MARIN PROPOSED FOR ANNEXATION IN THE FUTURE TO THE CALIFORNIA HOME FINANCE AUTHORITY ~ MARIN COUNTY

Type of Map
ASSESSMENT DIAGRAM

Owner's name

Beneficiary

Trustee

Misc

Recording requested by
GOLDEN STATE FINANCE AUTHORITY
ASSESSMENT DIAGRAM FOR COMMUNITY FACILITIES DISTRICT NO. 2014-1 (CLEAN ENERGY) ~ BOUNDARIES OF THE TERRITORY WITHIN THE COUNTY OF MARIN PROPOSED FOR ANNEXATION IN THE FUTURE TO THE CALIFORNIA HOME FINANCE AUTHORITY ~ MARIN COUNTY
DEED OF TRUST WITH ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, AND FINANCING STATEMENT (TAX-EXEMPT) FROM

SAN DOMENICICO SCHOOL (Borrower) as Trustor/Grantor

TO

CHICAGO TITLE COMPANY as Trustee,

IN FAVOR OF

CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY (Authority) as Beneficiary

dated as of December 1, 2016 and effective as of December 21, 2016
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DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FINANCING STATEMENT (TAX-EXEMPT)

This DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FINANCING STATEMENT (TAX-EXEMPT) (as modified, extended, renewed, restated, consolidated, replaced, or supplemented, this “Deed of Trust”) is made as of December 1, 2016, to be effective as of December 21, 2016, and is given by SAN DOMENICO SCHOOL, a California nonprofit public benefit corporation whose address is 1500 Butterfield Road, San Anselmo, California 94960 (as trustor/grantor hereunder, with its successors and permitted assigns, “Borrower”), to Chicago Title Company, whose address is set forth in Subsection 12.3(h) hereof (as trustee hereunder, with its successors and permitted assigns, “Trustee”), for the benefit of California Enterprise Development Authority (the “Authority”) whose address is 550 Bercut Drive, Suite G, Sacramento, California 95811 (as “Beneficiary” hereunder).

RECITALS

A. WHEREAS, pursuant to that certain Master Loan Agreement dated concurrently herewith, by and among Borrower, FIRST REPUBLIC BANK, a California corporation (“FRB”) and Authority (as the same may be hereafter amended or restated, the “Loan Agreement”), FRB has made a loan to Authority in the original principal amount of $5,000,000 (the “Authority Loan”) and Authority has made a loan to Borrower in the original principal amount of $5,000,000 (the “Borrower Loan”); and

B. WHEREAS, Borrower is obligated to issue this Deed of Trust to secure Borrower’s obligations under the Borrower Loan;

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, as grantor and trustor hereunder, hereby agrees as follows:

ARTICLE I – DEFINITIONS

1.1 Definitions. As used herein, the following terms shall have the meanings set forth below. All capitalized terms used herein but not defined herein shall have meaning assigned to such term in the Loan Agreement.

Antiterrorism Laws: Any and all present and future judicial decisions, statutes, rulings, rules, regulations, permits, certificates, orders and ordinances of any Governmental Authority relating to terrorism or money laundering, including, without limiting the generality of the foregoing, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Pub. L. No. 107-56); the Trading with the Enemy Act (50 U.S.C.A. App. 1 et seq.); the International Emergency Economic Powers Act (50 U.S.C.A. § 1701-06); Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (relating to “Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism”), the United States Treasury Department’s Office of Foreign Assets Control list of “Specifically Designated National and...
Blocked Persons” (as published from time to time in various mediums), the Bank Secrecy Act, and the Money Laundering Act of 1986, as each is amended or succeeded from time to time.

Authority: California Enterprise Development Authority.

Authority Loan: Shall have the meaning ascribed to such term in Recital A to this Deed of Trust.

Beneficiary: Shall mean the owner of the Borrower Loan and the beneficiary under this Deed of Trust, which shall initially be the Authority, but upon assignment of the Borrower Loan pursuant to the Loan Agreement shall be FRB and FRB’s successors and assigns.

Beneficiary’s Agent: Borrower, or Borrower’s respective successors and assigns in and to Borrower’s interest in the Leases, for the purpose of collecting Rent, and applying Rent, as set forth in this Deed of Trust.

Books and Records: All books and records pertaining to any or all of the Land or Property, including any development or construction related thereto, the activities conducted in connection therewith, financial statements related thereto, records relating to Leases, lessees and activities under any Leases, and the qualification of such lessees, records relating to the application and allocation of any federal, state, and local tax credits or benefits related thereto, and computer-readable memory and any computer hardware or software necessary to access and process such memory.

Borrower: Shall have the meaning ascribed to such term in the preamble to this Deed of Trust and shall include all subsequent owners of the Property or any part thereof (without hereby implying Beneficiary’s consent to any Disposition of the Property).

Borrower Loan: Shall have the meaning ascribed to such term in Recital A to this Deed of Trust.

Borrower Obligations: Shall have the meaning ascribed to such term in Section 2.1 hereof.

Charges: All fees, charges, and/or any other things of value, if any, contracted for, charged, taken, received, or reserved by Beneficiary in connection with the transactions relating to this Deed of Trust and the other Loan Documents, which are treated as interest under applicable law.

Code: The Uniform Commercial Code as adopted by the State of California, as the same may be amended from time to time.

Constituent Party: Each and every entity (but excluding a natural person) that is required to consent or authorize the execution of a Loan Document by Borrower, any Constituent Party, or any other party to a Loan Document, as applicable, to the extent such party is a corporation, limited liability company, general or limited partnership, joint venture, trust (statutory or otherwise), or any other form of organization.
Contracts: All of the right, title, and interest of Borrower in, to, and under any and all of the following, whether now or hereafter existing: (i) contracts for the purchase or sale of all or any portion of the Property; (ii) earnest money or other deposits escrowed or to be escrowed, letters of credit provided or to be provided, security, or other deposits under any of the Contracts; (iii) contracts, licenses, permits, and rights relating to water, wastewater, and other utility services which are directly or indirectly related to, or connected with, the Property whether executed, granted, or issued by a private person or entity or a governmental or quasi-governmental agency, including any and all rights of living unit equivalents or other entitlements with respect to water, wastewater, and other utility services; (iv) certificates, licenses, zoning variances, permits, and no-action letters from each Governmental Authority related to the Property, including those required to evidence compliance by Borrower and all Improvements with all Governmental Requirements and Legal Requirements applicable to the Property and to develop and/or operate the Property for its intended use; (v) construction contracts, design services contracts, and other contracts, subcontracts, leases, licenses, and permits which in any way relate to the development, construction, use, enjoyment, occupancy, operation, maintenance, or ownership of the Property or the activities conducted thereon, including maintenance agreements and service contracts; (vi) all amendments, supplements, restatements, and renewals of or to any of the foregoing; and (vii) all of the revenues, proceeds, insurance proceeds, deposits, fees, receivables, payments, rents, reimbursements, awards, and other rights or benefits arising from or in connection with any of the foregoing; provided that the term “Contracts” shall not include Leases or Rents.

Costs: Shall mean all reasonable out-of-pocket costs and expenses, attorneys’ fees and expenses, consultants’ fees and expenses, experts’ fees and expenses, other professionals’ fees and expenses, appraisal costs, environmental assessment and report costs, and any other costs, expenses, or other expenditures which Beneficiary incurs in connection with or as permitted pursuant to any of the Loan Documents.

Debtor Relief Laws: Title 11 of the United States Code, as now or hereafter in effect, or any other applicable law, domestic or foreign, as now or hereafter in effect, relating to bankruptcy, insolvency, liquidation, receivership, reorganization, arrangement or composition, extension or adjustment of debts, or similar laws affecting the rights of creditors.

Default Rate: The rate of interest specified in the Loan Agreement as the “Default Rate”.

Disposition: Any sale, lease (except as may be permitted under the Loan Agreement), exchange, assignment, conveyance, transfer, trade, or other disposition of all or any portion of the Property (or any interest therein), except Permitted Encumbrances, or all or any part of the beneficial ownership interest in Borrower except as permitted under Section 8.03 of the Loan Agreement. A transfer of the Property together with payment in full of the Indebtedness shall be permitted and shall not be a “Disposition” hereunder.

Environmental Claim: Shall mean (i) any requirement for Remedial Work; (ii) any claim, citation, action, proceeding, order, or request of any federal, state or local governmental agency or regulatory body, or any judgment, consent decree, settlement, or compromise, regarding the existence or any enforcement, containment, detoxification, clean-up,
removal, restoration, or other remediation of Hazardous Substances; or (iii) any action by a person or entity that is threatened or instituted and includes allegations; with respect to or arising out of the breach of any Environmental Laws in any way related to the Property or the presence of any Hazardous Substances on, under, or near the Land.

**Environmental Indemnity Agreement:** Shall mean that certain Environmental Indemnity Agreement, of approximately even date herewith, by Borrower in favor of Authority.

**Environmental Law:** Any federal, state, or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, air emissions, water discharge, noise emissions, solid or liquid waste disposal, Hazardous Substances, or other environmental conditions or matters on, under, or about the Land, including without limitation: the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Section 9601 et seq., the Resource, Conservation and Recovery Act ("RCRA"), 42 U.S.C. Section 6901 et seq., the Clean Water Act, the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq., the Clean Air Act, 42 U.S.C. Section 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq., the Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. Section 11001 et seq., the Mine Safety and Health Act of 1977, 30 U.S.C. Section 801 et seq., the Safe Drinking Water Act, 42 U.S.C. Section 300f et seq., and regulations, rules, guidelines, or standards promulgated pursuant to such laws, as such statutes, regulations, rules, guidelines, and standards are amended from time to time.

**Environmental Report:** Shall have the meaning ascribed to such term in the Loan Agreement.

**Equipment:** The equipment, trade fixtures, furniture, furnishings, and machinery owned by Borrower which are located on the Land.

**Event of Default:** As defined in ARTICLE VI hereof.

**Fixtures:** All materials, supplies, equipment, systems, apparatus, and other items now owned or hereafter acquired by Borrower and now or hereafter attached to (temporarily or permanently) any of the Improvements or the Land which constitute "fixtures" under the laws of the State of California, including, to the extent applicable, partitions, dynamos, floor coverings, awnings, motors, engines, boilers, furnaces, pipes, cleaning, and sprinkler systems, fire extinguishing apparatus and equipment, water tanks, swimming pools, heating, ventilating, refrigeration, plumbing, laundry, lighting, generating, waste disposal, stairway, elevator, escalator, conveyor, incinerating, air conditioning, and air cooling equipment and systems, gas and electric machinery and equipment, recreational equipment and facilities, cables, telephone and communication systems, and water, gas, electrical, storm, and sanitary sewer facilities, and all other utilities, whether or not situated in easements, together with all accessions, appurtenances, replacements, betterments, and substitutions for any of the foregoing and the proceeds thereof.
General Security Agreement: Shall mean that certain Security Agreement (Accounts, General Intangibles, Inventory & Other Collateral), of approximately even date herewith, by Borrower as Debtor in favor of Authority as Secured Party.

Governmental Authority: Any and all courts, boards, agencies, commissions, offices, or authorities of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise), whether now or hereafter in existence.

Governmental Requirements: All constitutions, statutes, laws, ordinances, rules, regulations, orders, writs, injunctions or decrees of any Governmental Authority applicable to Borrower, a Constituent Party, the Land and/or the Property.

Hazardous Substances: Shall have the meaning ascribed to the term “Hazardous Materials” in the Loan Agreement.

Impositions: All of the following: (i) all real estate and personal property taxes, charges, assessments, standby fees, excises, and levies and any interest, costs, or penalties with respect thereto, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever which at any time prior to or after the execution hereof may be assessed, levied, or imposed upon the Land or the Property or with respect to the construction, ownership, use, occupancy, or enjoyment thereof, or any portion thereof, or the sidewalks, streets, storm drainage facilities, landscape areas, or alleyways adjacent thereto; (ii) any charges, fees, license payments, or other sums payable for or under any easement, license, or agreement maintained for the benefit of the Land; (iii) water, gas, sewer, electricity, and other utility charges and fees relating to the Land; and (iv) assessments and charges arising under any subdivision, utility district, condominium, planned unit development, or other declarations, restrictions, regimes, or agreements affecting the Land.

Improvements: Any and all buildings, covered garages, air conditioning towers, open parking areas, structures, Fixtures, and other improvements of any kind or nature, and any and all additions, alterations, betterments or appurtenances thereto, now or at any time hereafter situated, placed, or constructed upon the Land or any part thereof.

Indebtedness: All of the following: (i) the principal and accrued but unpaid interest owed by Borrower from time to time under the Borrower Loan, as evidenced by the Loan Agreement and the other Loan Documents; (ii) any other amounts, payments, obligations, reimbursements, Costs, interest, or premiums payable by Borrower under the Loan Documents, including but not limited to all sums advanced by Beneficiary to protect Beneficiary’s interest in the Property; (iii) such additional sums, with interest, as Borrower may later borrow from Beneficiary, where the later obligations are evidenced by a promissory note or notes reciting that it or they are secured by this Deed of Trust; and (iv) any and all renewals, modifications, amendments, restatements, rearrangements, consolidations, substitutions, replacements, enlargements, and extensions of any of the foregoing. Notwithstanding the foregoing provisions of this definition, this Deed of Trust and the other Loan Documents shall not secure any such other Indebtedness with respect to which the Authority or FRB is by applicable law prohibited from obtaining a lien on real estate.
Land: The real property described in Exhibit A attached hereto and incorporated herein by this reference, together with all right, title, interest, and privileges of the owner thereof now owned or hereafter acquired in and to: (i) all streets, ways, roads, alleys, easements, rights-of-way, licenses, rights of ingress and egress, vehicle parking rights, and public places, existing or proposed, abutting, adjacent, used in connection with, or pertaining to such real property or the improvements thereon; (ii) any strips or gores of real property between such real property and abutting or adjacent properties; (iii) all water, water rights and water stock, timber, and crops, pertaining to such real property; (iv) all development rights and credits and air rights pertaining to such real property; and (v) all appurtenances and all reversion and remainders in or to such real property.

Leases: Any and all leases, subleases, licenses, concessions, or other agreements (whether written or oral, or now or hereafter in effect) which grant to third parties a possessory interest in and to, or the right to use or occupy, all or any part of the Property, together with all security and other deposits related thereto, and all other rights and benefits arising from the Leases except the Rents.

Legal Requirements: All of the following: (i) any and all covenants, conditions, and restrictions contained in any deeds, other forms of conveyance, or in any other instruments of any nature that relate in any way or are applicable to the Land or the Property or the ownership, use, or occupancy thereof, (ii) Borrower’s, each Constituent Party’s, presently or subsequently effective, organizational documents creating or governing such party or which authorize such party’s participation in the subject transaction, (iii) any and all Leases, (iv) any and all Contracts, and (v) any and all ground leases and other leases, other than Leases, pursuant to which Borrower is granted a possessory interest in and to the Land and/or the Improvements.

Loan Agreement: Shall have the meaning ascribed to such term in Recital A hereof.

Loan Documents: This Deed of Trust, the General Security Agreement, the Loan Agreement, the Environmental Indemnity Agreement, the Tax Regulatory Agreement and any and all other documents now or hereafter executed by Borrower or any other person or party in connection with the Borrower Loan or in connection with the payment of the Indebtedness or the performance and discharge of the Obligations, and any and all modifications, extensions, renewals, restatements, consolidations, replacements, and supplements hereof and thereof.

Maturity Date: December 1, 2041

Maximum Lawful Rate: Shall mean the lesser of the maximum lawful rates of interest which may be contracted for, charged, taken, received or reserved by Beneficiary, in accordance with the applicable laws of the State of California (or applicable United States federal law to the extent that such law preempts such State’s laws or permits Beneficiary to contract for, charge, take, receive, or reserve a greater amount of interest than under such State’s laws), taking into account all Charges made in connection with the transaction evidenced by this Deed of Trust and the other Loan Documents. Additionally, to the extent permitted by applicable law now or hereafter in effect, Beneficiary may, at its option and from time to time, utilize any method of establishing the Maximum Lawful Rate under such applicable law by
giving notice, if required, to Borrower as provided by applicable law now or hereafter in effect. To the extent United States federal law permits Beneficiary to contract for, charge, take, receive or reserve a greater amount of interest than under the laws of the State of California, Beneficiary will rely on United States federal law instead of such State's laws for the purpose of determining the Maximum Lawful Rate.

**Minerals:** All substances in, on, or under the Land which now or in the future have value and can be extracted or removed from the Land, including oil, gas, and all other hydrocarbons, coal, lignite, carbon dioxide and all other nonhydrocarbon gases, uranium and all other radioactive substances, and gold, silver, copper, iron and all other metallic substances or ores.

**Obligations:** Any and all of the covenants, conditions, warranties, representations, and other obligations (other than to repay the Indebtedness) made or undertaken by Borrower to Beneficiary, Trustee, or others as set forth in the Loan Documents.

**Permitted Encumbrances:** Shall have the meaning ascribed to such term in the Loan Agreement.

**Personalty:** All of the right, title, and interest of Borrower in and to any of the following, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on or relating to the Land or the Improvements: (i) the Equipment and other goods (including, but not limited to, building and other materials, supplies, inventory and work in process, signs, embedded software included therein and supporting information, crops, farm products, timber and timber to be cut, and extracted Minerals); (ii) notes, money or cash receipts, insurance policies, prepayments of insurance premiums and insurance or condemnation awards or proceeds, accounts (including health-care insurance receivables), chattel paper (whether electronic or tangible), inventory, instruments (including promissory notes), agreements, documents, drafts, investment property, documents, deposit accounts, receivables, contract rights, licenses, letters of credit (whether electronic or tangible) and letter of credit rights, general intangibles (including payment intangibles and software), proceeds of the sales of promissory notes, any other rights to the payment of money, trademarks, tradenames, service marks, copyrights, and supporting obligations; (iii) all refundable, retunable, or reimbursable fees, deposits, or other funds or evidences of credit or indebtedness deposited by or on behalf of Borrower with any Governmental Authorities, providers of utility services, public or private, including tap fees, utility deposits, commitment fees, development costs, and any awards, remunerations, reimbursements, settlements, or compensation hereofore made or hereafter to be made by any Governmental Authority pertaining to the Land, Minerals, Improvements, or Personalty, including those for any vacation of, or change of grade in, any streets affecting the Land or the Improvements and those for municipal utility district or other utility costs incurred or deposits made in connection with the Land or the Improvements; (iv) development rights and credits and any and all permits, consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any Governmental Authority with respect to the Property; (v) all water and water rights, wells and well rights, canals and canal rights, ditches and ditch rights, springs and spring rights, and reservoirs and reservoir rights appurtenant to or associated with the Property, whether decreed or undecreed, tributary, non-tributary or not non-tributary, surface or underground or appropriated or unappropriated, and all shares of stock in water, ditch,
lateral and canal companies, well permits and all other evidences of any such rights; (vi) the 
Leases and rights and interests therein (but not the obligations) and the Fixtures to the extent they 
are personal property; (vii) all other Contracts; (viii) any plans and specifications related to the 
Property; (ix) all Borrower Loan funds held by Beneficiary, whether or not disbursed; all funds 
deposited with Beneficiary pursuant to the Loan Agreement; all reserves, deferred payments, 
deposits, accounts, refunds, cost savings and payments of any kind related to the Land or any 
portion thereof; and (x) the Books and Records; and (xi) all other personal property of any kind 
or character as defined in and subject to the provisions of the Code (Article 9 - Secured 
Transactions); any and all of which are now owned or hereafter acquired by Borrower, regardless 
of whether situated in, on, or about, used in connection with, or acquired for use in or on the 
Land, or the Improvements; together with all additions, accessions, replacements, substitutions, 
revenues, and proceeds of each of the foregoing. Notwithstanding anything contained in the 
foregoing to the contrary, “Personalty” shall not include Rents.

Prohibited Person: Any person or entity that (i) is specifically named or listed in, 
or otherwise subject to, any Anti-Terrorism Laws, (ii) is owned or controlled by, or acting for or 
on behalf of any person or entity specifically named or listed in, or otherwise subject to, any 
Anti-Terrorism Laws, (iii) Beneficiary is prohibited from dealing with, or engaging in any 
transaction with, pursuant to any Anti-Terrorism Laws, or (iv) is affiliated with any person or 
entity described in the foregoing clauses of this definition.

Property: All of Borrower's right, title and interest in, to, under, derived from or 
related to the Land, together with all of Borrower's right, title and interest in and to the Minerals, 
Fixtures, Improvements, Personalty, Contracts, Leases, and any interest of Borrower now owned 
or hereafter acquired in and to the Land, Minerals, Fixtures, Improvements, Personalty and/or 
Leases, together with any and all other security and collateral of any nature whatsoever, now or 
hereafter given for the repayment of the Indebtedness or the performance and discharge of 
Borrower's Obligations, and all proceeds of any of the foregoing. As used in this Deed of Trust, 
the term “Property” shall be expressly defined as meaning all or, where the context permits or 
requires, any portion of the foregoing and all or, where the context permits or requires, any 
interest therein.

Release: “Release,” “removal,” “environment,” and “disposal” shall have the 
meanings given such terms in CERCLA, and the term “disposal” shall also have the meaning 
given it in RCRA; provided that in the event either CERCLA or RCRA is amended so as to 
broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent 
to the effective date of such amendment, and provided further that to the extent the laws of the 
State of California establish a meaning for “release,” “removal,” “environment,” or “disposal,” 
which is broader than that specified in either CERCLA and RCRA, such broader meaning shall 
apply.

Remedial Work: Any investigation, monitoring, containment, cleanup, 
detoxification, removal, repair, restoration, or other work of any kind or nature reasonably 
necessary under any applicable Environmental Law in connection with the current or future 
presence, suspected presence, Release, or suspected Release of a Hazardous Substance in 
quantities which violate the Environmental Laws in or into the air, soil, ground water, surface 
water, or soil vapor at, on, about, under, or within the Land, or any part thereof.
Rent License: A limited, non-assignable license, subject to automatic termination, under this Deed of Trust, and all other terms and provisions hereof, to exercise and enjoy all incidences of the status of a lessor with respect to the Rents, including the right to collect, demand, sue for attach, levy, recover, and receive the Rents as Beneficiary’s Agent and to give proper receipts, releases and acquittances therefor.

Rent Notice: A notice from Beneficiary to any lessee under a Lease stating that the Rent License has terminated and instructing each such lessee under a Lease to pay all current and future Rents under such Lease directly to Beneficiary.

Rents: All of the rents, revenues, income, proceeds, profits, and receivables, but excluding security and other types of deposits, paid, payable to, or otherwise inuring to the benefit of Borrower pursuant to or in connection with any Leases.

State: The State of California, the state in which the Property is situated.

Subordinate Mortgage: Any mortgage, deed of trust, pledge, lien (statutory, constitutional, or contractual), security interest, encumbrance or charge, or conditional sale or other title retention agreement, covering all or any portion of the Land or the Property, other than the liens in favor of Beneficiary granted pursuant to the Loan Documents.

Tax Code: The Internal Revenue Code of 1986, as amended or succeeded from time to time.

Trustee: Shall have the meaning ascribed to such term in the preamble to this Deed of Trust, and shall include any successor Trustee duly appointed in accordance with the terms hereof.

1.2 Additional Definitions. Capitalized terms used herein but not defined above shall have the meanings given such terms in the Loan Agreement. As used herein, the following terms shall have the following meanings: (i) “hereof,” “hereby,” “hereto,” “hereunder,” “herewith,” and similar terms mean of, by, to, under, and with respect to, this Deed of Trust; (ii) “hereafter” means before, “hereafter” means after, and “herewith” means concurrently with, the date of this Deed of Trust; (iii) all pronouns, whether in masculine, feminine or neuter form, shall be deemed to refer to the object of such pronoun whether same is masculine, feminine or neuter in gender, as the context may suggest or require; (iv) all terms used herein, whether or not defined in Section 1.1 hereof, and whether used in singular or plural form, shall be deemed to refer to the object of such term whether such is singular or plural in nature, as the context may suggest or require; and (v) the words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation,” unless the context clearly indicates otherwise.

ARTICLE II – GRANT

2.1 Grant. To secure payment of the Indebtedness and the performance of Borrower’s obligations under the Loan Documents (“Borrower Obligations”), and for the purposes of and upon the terms and conditions in this Deed of Trust, Borrower hereby irrevocably GRANTS, BARGAINS, SELLS, CONVEYS, TRANSFERS AND ASSIGNS to
Trustee, in trust WITH POWER OF SALE for the benefit of Beneficiary, with power of sale and right of entry and possession, subject to the Permitted Encumbrances, a security interest in the Property. Anything to the contrary herein or elsewhere notwithstanding, neither the obligations of (a) any guarantor under any guaranty executed in connection with the making of the Borrower Loan to Borrower, or (b) Borrower under the Environmental Indemnity Agreement shall be secured by this Deed of Trust, or any other lien encumbering the Property.

2.2 Reconveyance. Upon payment of all sums secured by this Deed of Trust, including, but not limited to any prepayment fees due and payable under the Loan Documents, Beneficiary shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled thereto. Such person or persons shall pay Trustee’s reasonable costs incurred in so reconveying the Property. The recitals in any reconveyance of any matters of fact shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyances may be described as “the person or persons legally entitled thereto”. A full reconveyance of this Deed of Trust shall operate as a re-assignment of the Leases and the Rents assigned herein to Beneficiary.

2.3 Address. The Property address is 1500 Butterfield Road, San Anselmo, California 94960.

ARTICLE III – WARRANTIES AND REPRESENTATIONS

Borrower hereby unconditionally warrants and represents to Beneficiary, as of the date hereof and at all times during the term of this Deed of Trust, as follows.

3.1 Title and Lien. Borrower has good and indefeasible title to the Land (in fee simple), Minerals, and Improvements, and good and marketable title to the Fixtures and, subject to Permitted Encumbrances, all of the Equipment, all free and clear of any liens, charges, encumbrances, security interests, claims, easements, restrictions, right of first refusal or first offer options, leases (other than the Leases), covenants, and other rights, titles, interests, or estates of any nature whatsoever, except the Permitted Encumbrances, and Borrower has the right to grant, convey and assign the Property, and Borrower agrees to warrant and defend generally the title to the Property against all claims and demands, subject to any Permitted Encumbrances. This Deed of Trust constitutes a valid, subsisting first lien on the Land, the Minerals, the Improvements, and the Leases (to the extent they constitute real property); a valid, subsisting first priority security interest in and to the Personalty and the Leases (to the extent they constitute personal property); and a valid, absolute assignment of the Rents; all in accordance with the terms hereof and subject to the Permitted Encumbrances.

3.2 Business Purposes. The Borrower Loan is being made to Borrower solely for the purpose of financing and refinancing the acquisition of and construction of various capital improvements on the Land, and none of the proceeds of the Borrower Loan will be used for personal, family, household, or agricultural purposes. The Land forms no part of any property claimed by Borrower as homestead or otherwise exempt from creditors rights or forced sale, and Borrower hereby disclaims and renounces each and every claim or right to all or any portion of the Land being used as homestead. Borrower is not in the business of extending credit for the
purpose of purchasing or carrying margin stock (within the meaning of Regulation U issued by the Board of Governors of the Federal Reserve System), and no proceeds of the Borrower Loan will be used to purchase or carry margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock.

3.3 **Mailing Address.** Borrower’s mailing address, as set forth in the preamble hereto, is true and correct.

3.4 **Relationship of Borrower and Beneficiary.** The relationship between Borrower and Beneficiary is solely that of debtor and creditor, and Beneficiary have no fiduciary or other special relationship with the Borrower, and no term or condition of any of the Loan Documents shall be construed so as to deem the relationship between Borrower and Beneficiary to be other than that of debtor and creditor.

3.5 **Other Loan Document Warranties and Representations.** Each of the warranties and representations of Borrower in the other Loan Documents are true and correct.

3.6 **Money Laundering; Anti-Terrorism Laws.** None of Borrower, any Constituent Party, or any person or entity owning an interest in Borrower or any Constituent Party, is a Prohibited Person or has violated any Anti-Terrorism Laws. No Prohibited Person holds or owns any interest of any nature whatsoever in Borrower any Constituent Party, as applicable, and none of the funds of Borrower or any Constituent Party, have been derived from any activity in violation of Anti-Terrorism Laws.

3.7 **No Foreign Person.** Borrower is not a “foreign person” within the meaning of § 1445(f)(3) of the Tax Code.

3.8 **ERISA: Plan.** As of the date hereof and throughout the term of the Borrower Loan, (i) Borrower is not and will not be an “employee benefit plan,” as defined in the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) or a “plan” within the meaning of Section 4975(e) of the Tax Code; (ii) the assets of Borrower do not and will not constitute “plan assets” within the meaning of the United States Department of Labor Regulations set forth in 29 C.F.R. § 2510-101; (iii) Borrower is not and will not be a “governmental plan” within the meaning of ERISA; (iv) transactions by or with Borrower are not and will not be subject to state statutes applicable to Borrower regulating investments of fiduciaries with respect to governmental plans; and (v) Borrower shall not engage in any transaction which would cause any obligation, or action taken or to be taken, hereunder (or the exercise by Beneficiary, Authority or Trustee of any rights under this Deed of Trust or any other Loan Document) to be nonexempt (under a statutory or administrative class exemption) prohibited transaction under ERISA or Section 4975 of the Tax Code. Borrower agrees to deliver to Beneficiary such certifications or other evidence of compliance with the provisions of this Section as Beneficiary or Trustee may from time to time request.

3.9 **No Residential Units.** Except for a convent and student dormitories, there are no residential units on the Land, and no portion of the Improvements is an apartment or other unit subject to any form of rent control, stabilization or regulation; and no person presently occupies any part of the Land for dwelling purposes.
3.10 No Undisclosed Tenants. Except for Borrower, there are no persons or entities occupying space on the Land as tenants other than the persons or entities specifically named on Exhibit B attached hereto.

3.11 Single Purpose. Borrower does not own any real property or assets other than the Property, and does not operate any business other than the management and operation of the Land.

3.12 Bankruptcy. No proceedings in bankruptcy or insolvency has ever been instituted by or against Borrower or any affiliate thereof, and no such proceeding is now pending or contemplated.

3.13 Solvency. Borrower is, and if there are any general partners or members of Borrower, such partners or members are, solvent pursuant to the laws of the United States, as reflected by the entries in Borrower’s books and records and as reflected by the actual facts.

3.14 Homestead. No part of the Land or the Improvements thereon is all or a part of Borrower’s homestead or the homestead of anyone.

3.15 Utilities. The Land and Improvements are served by all utilities required for the current or contemplated use thereof. All utility service is provided by public utilities and the Land and Improvements have accepted or is equipped to accept such utility service.

3.16 Public Roads. All public roads and streets necessary for service of and access to the Land and Improvements for the current or contemplated use thereof have been completed, are serviceable and all-weather and are physically and legally open for use by the public.

3.17 Water and Sewers. The Land and Improvements are serviced by public water and sewer systems.

3.18 Damage. The Improvements are free from damage caused by fire or other casualty.

3.19 Waste Disposal. All liquid and solid waste disposal, septic and sewer systems located on the Land are in a good and safe condition and repair and in compliance with all applicable laws.

ARTICLE IV – AFFIRMATIVE COVENANTS

Borrower hereby unconditionally covenants and agrees with Beneficiary, until the entire Indebtedness shall have been paid in full and all of the Obligations shall have been fully performed and discharged, as follows.

4.1 Payment and Performance. Borrower will pay the Indebtedness as and when specified in the Loan Documents, and will perform and discharge all Borrower Obligations, in full and on or before the dates same are to be performed.
4.2 Existence. Borrower will preserve and keep in full force and effect its existence, good standing, franchises, and trade names.

4.3 Compliance with Governmental Requirements and Legal Requirements. Borrower will promptly and faithfully comply with, conform to, and obey all Governmental Requirements and Legal Requirements, whether the same shall necessitate structural changes in or improvements to the Property or require other expenditures, obligations, or commitments by Borrower.

4.4 First Lien Status. Borrower will protect the first lien and security interest status of this Deed of Trust and the other Loan Documents and will not permit to be created or to exist in respect of the Property or any part thereof any lien or security interest on a parity with, superior to, or inferior to any of the liens or security interests hereof, except for the Permitted Encumbrances, and Borrower shall promptly discharge any lien encumbering all or any portion of or interest in the Property or in its interest in any of the other Land, other than Permitted Encumbrances, irrespective of the priority of the same. Borrower shall pay, when due, the claims of all persons supplying, at Borrower's request, labor or materials to or in connection with the Land.

4.5 Payment of Impositions. Borrower will duly pay and discharge all taxes, assessments and governmental charges as required by Sections 7.01 and 7.03 of the Loan Agreement.

4.6 Repair. Borrower will maintain the "Facility" (as defined in the Loan Agreement) in accordance with Subsection 7.01(a) of the Loan Agreement.

4.7 Insurance. Borrower shall maintain the insurance required by Section 7.04 of the Loan Agreement.

4.8 Inspection. Borrower will permit Trustee and Beneficiary, and their agents, representatives, and employees, to inspect, survey, or make an appraisal of the Property at all reasonable times, with reasonable prior notice to Borrower.

4.9 Reports and Testing. Borrower shall (i) promptly deliver to Beneficiary copies of all reports, studies, inspections, and tests made on the Land, the Improvements, or any materials to be incorporated into the Improvements; and (ii) make such additional tests on the Land, the Improvements, or any materials to be incorporated into the Improvements as Beneficiary reasonably requests. Borrower shall immediately notify Beneficiary of any report, study, inspection, or test that indicates any material adverse condition relating to the Land, the Improvements, or any such materials.

4.10 Enforcement of Leases. Except for a Lease to the persons or entities specifically named on Exhibit B attached hereto and Leases that are Permitted Encumbrances, Borrower has not leased or subleased all or any portion of the Land pursuant to any Lease or sublease with respect to which Borrower is the landlord. Except for a Lease to the persons or entities specifically named on Exhibit B attached hereto and Leases that are Permitted Encumbrances, Borrower shall not lease or sublease all or any portion of the Land pursuant to any Lease or sublease with respect to which Borrower is the landlord.
4.11 Payment for Labor and Materials. Borrower shall promptly pay all bills for labor, materials, and supplies as required by Sections 7.01 and 7.03 of the Loan Agreement.

4.12 Further Assurances and Corrections: Certificates. From time to time, at the request of Beneficiary, Borrower shall: (i) promptly correct any material defect, error, or omission which may be discovered in the contents of this Deed of Trust or in any other Loan Document or in the execution or acknowledgment thereof; (ii) execute, acknowledge, deliver, record, and/or file such further instruments (including, without limitation, further deeds of trust, security agreements, financing statements, continuation statements, and assignments of rents) and perform such further acts and provide such further assurances as may be reasonably necessary, desirable, or proper, in Beneficiary's reasonable opinion, to carry out more effectively the purposes of this Deed of Trust and the Loan Documents and to subject to the liens and security interests hereof and thereof any property intended by the terms hereof or thereof to be covered hereby or thereby, including any renewals, additions, substitutions, replacements, or appurtenances to the Property; and (iii) execute, acknowledge, deliver, procure, file, and/or record any document or instrument (including any financing statement) deemed advisable by Beneficiary to protect the liens and the security interests herein granted against the rights or interests of third persons. Borrower shall furnish, or cause to be furnished, to Beneficiary upon request, a certificate by Borrower certifying that, as of the date thereof, there does or does not (as the case may be) exist an event which constitutes, or which upon due notice or lapse of time or both would constitute an Event of Default or, if an Event of Default exists, specifying the nature thereof.

4.13 Address. Borrower shall give written notice to Beneficiary and Trustee of any change of address of Borrower at least thirty (30) days prior to the effective date of such change of address. Absent such official written notice of a change in address for Borrower, then Beneficiary and Trustee shall be entitled for all purposes under the Loan Documents to rely upon Borrower's address as set forth in the preamble hereof, as same may have been theretofore changed in accordance with the provisions hereof.

4.14 Compliance with Laws. Borrower will: (a) comply with the requirements of applicable laws and regulations, the noncompliance with which would materially and adversely affect its business or its financial condition, (b) use and keep the Property, and will require that others use and keep the Property, only for lawful purposes, without violation of any federal, state or local law, statute or ordinance. Borrower shall secure all permits and licenses, if any, necessary for the operation of the Property. Borrower will timely comply (to prevent any breach) with and satisfy all Governmental Requirements and Legal Requirements that affect or are otherwise related to the Land, its use or occupancy.

4.15 Notice. In addition to all other notices to be provided to Beneficiary hereunder, Borrower shall give notice in writing to Beneficiary of and, unless otherwise directed in writing by Beneficiary, appear in and defend any action or proceeding purporting to affect the Property, the security of this Deed of Trust or the rights and powers of Beneficiary.
ARTICLE V – NEGATIVE COVENANTS

Borrower hereby unconditionally covenants and agrees with Beneficiary until the entire Indebtedness shall have been paid in full and all of the Obligations shall have been fully performed and discharged as follows.

5.1 Use Violations. Borrower shall not use, maintain, operate, or occupy, or allow the use, maintenance, operation, or occupancy of, the Property occupied or used by Borrower in any manner which: (i) violates any Legal Requirement; (ii) may be dangerous unless safeguarded as required by law and/or appropriate insurance; (iii) constitutes a public or private nuisance; or (iv) makes void, voidable, or cancelable, any insurance then in force with respect thereto. Unless required by applicable law or unless Beneficiary has otherwise agreed in writing, Borrower shall not allow changes in the use for which all or any part of the Property was intended at the time this Deed of Trust was executed.

5.2 Waste; Alterations. Borrower shall not commit or permit any waste or impairment of the Land occupied or used by Borrower or any part of the Property (subject to ordinary wear and tear that does not result in a breach of Section 4.6 hereof). Borrower shall not (subject to the provisions of Sections 4.3 and 4.6 hereof), without the prior written consent of Beneficiary (including Beneficiary’s consent to the Project under the Loan Agreement), make or permit to be made any alterations or additions to the Property of a material nature, which consent shall not be unreasonably withheld, conditioned or delayed provided that such alterations will not result in a breach of any other provision of the Loan Documents.

5.3 Removal of Improvements and Equipment. Borrower shall not, without the prior written consent of Beneficiary (including Beneficiary’s consent to the Project under the Loan Agreement), which consent will not be unreasonably withheld, conditioned or delayed, permit any of the Improvements or any of the Equipment to be removed at any time from the Land or Improvements unless the removed item is removed temporarily for maintenance and repair or, if removed permanently, is replaced by an article of equal suitability and value, owned by Borrower, free and clear of any lien or security interest except as may be authorized under the Loan Agreement or otherwise approved in writing by Beneficiary or except for Permitted Encumbrances.

5.4 Change in Zoning or Encumbrances. Borrower shall not seek or acquiesce in a zoning reclassification of all or any portion of the Property or grant or consent to any easement, dedication, plat or subdivision map, or restriction (or allow any easement to become enforceable by prescription), or any amendment or modification thereof, covering all or any portion of the Property, without Beneficiary’s prior written consent, which consent will not be unreasonably withheld, conditioned or delayed.

5.5 No Drilling. Borrower shall not, without the prior written consent of Beneficiary, permit any drilling or exploration for, or extraction, removal, or production of, any Minerals or similar materials from the surface or subsurface of the Land regardless of the depth thereof or the method of mining or extraction thereof.
5.6 **No Disposition.** Borrower shall not make a Disposition without obtaining Beneficiary's prior written consent to the Disposition pursuant to Section 8.5 hereof.

5.7 **No Subordinate Mortgages.** Borrower shall not create, place, or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, or allow to remain any Subordinate Mortgage regardless of whether such Subordinate Mortgage is expressly subordinate to the liens or security interests of the Loan Documents with respect to its interest in the Land or the Property, other than the Permitted Encumbrances.

5.8 **Judgment.** Borrower shall not permit a judgment to become final against Borrower unless (i) such final judgment is fully bonded to prevent attachment, levy, or other redress against the Property or its interest in the Land, and (ii) the final judgment will not have a material, adverse effect on Borrower, including its financial condition and day to day operations.

**ARTICLE VI – EVENTS OF DEFAULT**

The term “Event of Default,” as used herein, shall mean the occurrence or happening, at any time and from time to time, of any one or more of the following.

6.1 **Monetary.** The Borrower Loan shall not be repaid in full, with all interest, fees, and other charges then due and payable, on the Maturity Date, or any other sums which are payable pursuant to any Loan Document shall not be received by Beneficiary in full, in the manner and at the place required in the Loan Documents within 10 days after the due date thereof as provided in the Loan Documents.

6.2 **Representations and Warranties.** Any representation or warranty contained in this Deed of Trust is determined by Beneficiary to have been false or misleading in any material respect as of the date hereof or thereof or shall become so at any time prior to the repayment in full of the Indebtedness.

6.3 **Intentionally omitted.**

6.4 **Non-Monetary.** The occurrence of any breach of any covenant or other obligations under this Deed of Trust, other than a breach otherwise described in Sections 6.1 or 6.2 above, and such breach remains uncured for a period of sixty (60) days after Beneficiary gives Borrower written notice thereof; provided, however, if such failure is correctable but cannot be corrected within the applicable period and corrective action is instituted by the Borrower within the applicable period and diligently pursued until corrected, then no Event of Default shall be deemed to have occurred, unless such cure has not been completed within ninety (90) days after such written notice.

6.5 **Other Defaults.** A “Default” or “Event of Default” (as defined and used in any of the other Loan Documents) shall occur under any of the other Loan Documents, after the expiration of any applicable period of time for cure.

6.6 **Insolvency; Bankruptcy.** Borrower: (i) shall execute an assignment for the benefit of creditors or an admission in writing by Borrower of Borrower’s inability to pay, or
Borrower’s failure to pay, debts generally as the debts become due; or (ii) shall allow the levy against the Property or any part thereof, of any execution, attachment, sequestration or other writ which is not vacated within sixty (60) days after the levy; or (iii) shall allow the appointment of a receiver, trustee or custodian of Borrower or of the Property or any part thereof, which receiver, trustee or custodian is not discharged within ninety (90) days after the appointment; or (iv) files as a debtor a petition, case, proceeding or other action pursuant to, or voluntarily seeks of the benefit or benefits of any Debtor Relief Law, or takes any action in furtherance thereof; or (v) files either a petition, complaint, answer or other instrument which seeks to effect a suspension of, or which has the effect of suspending any of the rights or powers of Authority or Beneficiary or Trustee granted in relation to the Borrower Loan either herein or in any Loan Document; or (vi) allows the filing of a petition, case, proceeding or other action against Borrower as a debtor under any Debtor Relief Law or seeks appointment of a receiver, trustee, custodian or liquidator of Borrower or of the Property, or any part thereof, or of any significant portion of Borrower’s other property, and (A) Borrower admits, acquiesces in or fails to contest diligently the material allegations thereof, or (B) the petition, case, proceeding or other action results in the entry of an order for relief or order granting the relief sought against Borrower, or (C) the petition, case, proceeding or other action is not permanently dismissed or discharged on or before the earlier of trial thereon or ninety (90) days next following the date of filing.

6.7 No Further Encumbrances: Levy and Attachment. Borrower creates, places, or permits to be created or placed, or through any act or failure to act, acquiesces in the placing of, or allows to remain any Subordinate Mortgage, other than Permitted Encumbrances, regardless of whether such Subordinate Mortgage is expressly subordinate to the liens or security interests of the Loan Documents, with respect to the Property or its interest in the Land, which has not been consented to or approved by Beneficiary in writing.

6.8 Dissolution. Borrower shall dissolve, terminate, or liquidate.

6.9 Disposition. Borrower makes a Disposition, without the prior written consent of Beneficiary obtained as provided in Section 8.5 hereof.

6.10 Abandonment. Borrower abandons any portion of the Land or Improvements or removes any of the Improvements without Beneficiary’s prior written consent.

6.11 Default Under other Lien Documents. The occurrence of any default under and pursuant to any other deed of trust, mortgage, or security agreement which covers or affects any part of the Property after the expiration of any applicable period of time for cure (provided this provision does not imply consent to the existence of any other lien or security interest against the Property other than Permitted Encumbrances).

6.12 Anti-Terrorism Default. An Event of Default is declared pursuant to the provisions of Section 8.1 hereof.

6.13 Cross Default. An Event of Default or any other default or breach (after the giving of any notice thereof and the lapse of any cure or grace period, if applicable) under or with respect to any other loan or other indebtedness owed by Borrower to Beneficiary or any Affiliate of Beneficiary.
ARTICLE VII – REMEDIES

7.1 Beneficiary’s Remedies Upon Default. Upon the occurrence of an Event of Default Beneficiary may, at Beneficiary’s option, and by or through Trustee, by Beneficiary itself or otherwise, do any one or more of the following:

(a) Right to Perform Borrower’s Covenants. If Borrower has failed to keep or perform any covenant whatsoever contained in this Deed of Trust or the other Loan Documents, after the expiration of any applicable period of time for cure, Beneficiary may, but shall not be obligated to any person to do so, perform or attempt to perform said covenant, and any payment made or expense incurred in the performance or attempted performance of any such covenant shall be and become a part of the Indebtedness, and Borrower promises, upon demand, to pay to Beneficiary, at the place where the Borrower Loan is payable, all sums so advanced or paid by Beneficiary, with interest from the date when paid by Beneficiary at the Default Rate. No such payment by Beneficiary shall constitute a waiver of any Event of Default. In addition to the liens and security interests hereof, Beneficiary shall be subrogated to all rights, titles, liens, and security interests securing the payment of any debt, claim, tax, or assessment for the payment of which Beneficiary may make an advance, or which Beneficiary may pay.

(b) Right of Entry and Protection. Beneficiary may, prior or subsequent to the institution of any foreclosure proceedings, enter upon the Property, or any part thereof, and take exclusive possession of the Property, including all Books and Records and accounts relating thereto, and exercise without interference from Borrower any and all rights which Borrower has with respect to the management, possession, operation, protection, or preservation of the Property, including the right to rent the same for the account of Borrower and to apply all Rents related thereto as provided in Section 9.5 hereof and the right to exercise all rights of Borrower under any Contracts. All such costs, expenses, and liabilities incurred by the Beneficiary in collecting such Rents and in managing, operating, maintaining, protecting, or preserving the Property, if not paid out of Rents, shall constitute a demand obligation owing by Borrower and shall bear interest from the date of expenditure until paid at the Default Rate, all of which shall be deemed Indebtedness. If necessary to obtain the possession provided for above, Beneficiary may invoke any and all legal remedies to dispossess Borrower, including one or more actions for forcible entry and detainer, trespass to try title, and restitution. Furthermore, without taking possession of any Property, Beneficiary may, but shall have no obligation to, enter upon the Property and take such actions, and incur and pay such Costs, as Beneficiary deems appropriate, in Beneficiary’s sole discretion, in order to (i) preserve or protect the Property, including paying or otherwise resolving any liens or security interests or any threatened or claimed liens or security interests against any of the Property, making repairs, winterizing the property, securing the property from access by third parties, securing the property from elements, and initiating or completing any construction for such purposes; (ii) exercise Beneficiary’s rights pursuant to Subsection 7.1(a) hereof; and (iii) pay any expenses incurred by Borrower, or any expenses incurred by Beneficiary pursuant to the Loan Documents, with respect to the Land or the Property, including construction Costs, Costs incurred pursuant to any Contracts, and any other Costs related to the Land and the Property (including insurance, title insurance, taxes, assessments, inspections, or compliance with Legal Requirements). In connection with any action taken by Beneficiary pursuant to this Subsection, Beneficiary shall not be liable for any loss sustained by Borrower resulting from any failure to let the Property, or any part thereof, or
from any other act or omission of Beneficiary with respect to the Land or the Property unless such loss is caused by the gross negligence or willful misconduct of Beneficiary, nor shall Beneficiary be obligated to perform or discharge any obligation, duty, or liability under any Contract or Lease or under or by reason hereof or the exercise of rights or remedies hereunder. Borrower shall and does hereby agree to indemnify Beneficiary for, and to hold Beneficiary harmless from, any and all liability, loss, or damages, which may or might be incurred by Beneficiary under any such Contract or Lease or under or by reason hereof or the exercise of rights or remedies hereunder (except by reason of the indemnified party's gross negligence or willful misconduct but including by reason of the indemnified party's simple negligence), and from any and all claims and demands whatsoever which may be asserted against Beneficiary by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in any such Contract or Lease. Should Beneficiary incur any such liability, the amount thereof, including costs, expenses, and reasonable attorneys' fees, together with interest thereon from the date of expenditure until paid at the Default Rate, shall be secured hereby, and Borrower shall reimburse Beneficiary therefor immediately upon demand. Nothing in this Subsection shall impose any duty, obligation, or responsibility upon Beneficiary for the control, care, management, performance, leasing, or repair of the Land, the Improvements, or the Property, nor force the carrying out of any of the terms and conditions of any Lease or Contract; nor shall it operate to make Beneficiary responsible or liable for any waste committed on the Land by the tenants or by any other persons or entities, or for any Hazardous Substance in, on, or under the Land, or for any dangerous or defective condition of the Land or Improvements, or for any negligence in the management, leasing, upkeep, performance, repair, or control of the Land or Improvements, resulting in loss or injury or death to any tenant, licensee, employee, or stranger. Borrower hereby assents to, ratifies, and confirms any and all actions of Beneficiary with respect to the Land and the Property taken under this Subsection. Any receipt of consideration received by Beneficiary pursuant to this Subsection (other than Rents) shall be applied as provided in Section 7.4 hereof. Without limiting the foregoing, Beneficiary shall have the rights and remedies contained in Section 2938 of the California Civil Code in effect on January 1, 1997, as amended or modified from time to time.

(c) Right to Accelerate. Except as expressly provided herein and in the other Loan Documents, Beneficiary may, without notice, demand, presentment, notice of nonpayment or nonperformance, protest, notice of protest, notice of intent to accelerate, notice of acceleration, or any other notice or any other action, all of which are hereby waived by Borrower and all other parties obligated in any manner whatsoever on the Indebtedness, declare the entire unpaid balance of the Indebtedness immediately due and payable, and upon such declaration, the entire unpaid balance of the Indebtedness shall be immediately due and payable. The failure to exercise any remedy available to the Beneficiary shall not be deemed to be a waiver of any rights or remedies of the Beneficiary under the Loan Documents, at law or in equity.

(d) Foreclosure-Power of Sale. Beneficiary may request Trustee to proceed with foreclosure under the power of sale which is hereby conferred, such foreclosure to be accomplished in accordance with the provisions of Section 12.1 hereof.

(e) Beneficiary’s Judicial Remedies. Beneficiary, or Trustee, upon written request of Beneficiary, may proceed by suit or suits, at law or in equity, to enforce the payment
of the Indebtedness and the performance and discharge of the Obligations in accordance with the terms hereof, of the Loan Agreement, and of the other Loan Documents, to foreclose the liens and security interests of this Deed of Trust as against all or any part of the Property, and to have all or any part of the Property sold under the judgment or decree of a court of competent jurisdiction. This remedy shall be cumulative of any other nonjudicial remedies available to the Beneficiary with respect to the Loan Documents. Proceeding with a request or receiving a judgment for legal relief shall not be or be deemed to be an election of remedies or bar any available nonjudicial remedy of the Beneficiary.

(f) **Beneficiary’s Right to Appointment of Receiver.** Borrower hereby stipulates to the Court its consent to such appointment of a receiver if at the time of Beneficiary’s request an Event of Default exists. The entering upon and taking possession of the Property, the collection of any Rents, the doing of other acts herein authorized and the application thereof as herein provided shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. Nothing herein contained shall be construed as constituting Beneficiary a mortgagee in possession in the absence of the actual taking of possession of the Property by Beneficiary or as constituting an action, rendering any of Borrower’s obligations to Beneficiary unenforceable, in violation of any of the provisions of Section 726 of the California Code of Civil Procedure, or otherwise limiting any rights available to Beneficiary. Without limiting the foregoing, Beneficiary shall have the rights and remedies contained in Section 2938 of the California Civil Code in effect on January 1, 1997, as amended or modified from time to time.

(g) **Beneficiary’s Code Remedies.** Without limiting the provisions of Subsection 7.8(g) hereof, the Beneficiary may exercise its rights of enforcement with respect to Personalty and the Fixtures as personal property under the Code, and in conjunction with any sale of any Personalty and the Fixtures, in addition to or in substitution for the rights and remedies under the Code or other applicable laws, Borrower agrees that:

1. without demand or notice to Borrower, Beneficiary may enter upon the Property to take possession of, assemble, receive, and collect the Personalty, or any part thereof, or to render it unusable; and

2. Beneficiary may require Borrower to assemble the Personalty and make it available at a place the Beneficiary reasonably designates to allow the Beneficiary to take possession or dispose of the Personalty; and

3. written notice mailed to Borrower as provided herein at least ten (10) days prior to the date of public sale of the Personalty or prior to the date after which private sale of the Personalty will be made shall constitute reasonable notice; and

4. in the event of a foreclosure sale, whether made by the Trustee under the terms hereof, or under judgment of a court, the Personalty, the other Property, or any portions thereof, may, at the option of the Beneficiary, be sold together; and

5. any sale of personal property shall be deemed to have been a public sale conducted in a commercially reasonable manner if held contemporaneously with the
sale of any real property under power of sale as provided herein upon giving the same notice with respect to the sale of the personal property as is required for such sale of the real property under power of sale, and such sale shall be deemed to be pursuant to a security agreement covering both real and personal property under Section 9.604 of the Code; and

(6) it shall not be necessary that Beneficiary take possession of the Personalty, or any part thereof, prior to the time that any sale pursuant to the provisions of this Subsection is conducted, and it shall not be necessary that the Personalty or any part thereof be present at the location of such sale; and

(7) expenses to which proceeds of disposition of the Personalty shall be applied include the reasonable expenses of retaking, holding, preparing for sale or lease, selling, leasing and the like, and the reasonable attorneys' fees and legal expenses incurred by Beneficiary in connection therewith; and

(8) after notification which complies with Subsection (g)(iii), Beneficiary may sell, lease, or otherwise dispose of the Personalty, or any part thereof, in one or more parcels at public or private sale or sales, at Beneficiary's offices or elsewhere, for cash, on credit, or for future delivery; Borrower shall be liable for all expenses of retaking, holding, preparing for sale, or the like, and all attorneys' fees, legal expenses, and all other costs and expenses incurred by Beneficiary in connection with the collection of the Indebtedness and the enforcement of Beneficiary's rights under the Loan Documents; Beneficiary shall apply the proceeds of the sale of the Personalty against the Indebtedness in accordance with the provisions of Section 7.4 hereof; Borrower shall remain liable for any deficiency if the proceeds of any sale or disposition of the Personalty are insufficient to pay the Indebtedness in full; Borrower waives all rights of marshaling in respect of the Personalty; and

(9) Beneficiary may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by the Beneficiary, including the sending of notices and the conduct of the sale, but in the name and on behalf of the Beneficiary.

(h) Rights Relating to Leases. So long as any part of the Indebtedness and Borrower Obligations secured hereby remain unpaid or not fully performed, the fee and any leasehold estates to the Property shall not merge but rather shall remain separate and distinct, notwithstanding the union of such estates either in Borrower, Beneficiary, any lessee, or any third party purchaser or otherwise. Beneficiary may from time to time elect, and notice hereby is given to each lessee under each Lease, to subordinate the lien of this Deed of Trust to any Lease by unilaterally executing and recording an instrument of subordination. Upon foreclosure, without limiting any other provisions contained in the Loan Documents, the purchaser at foreclosure shall have no liability or responsibility for any obligations of the landlord that occurred or that accrued under any such Lease prior to foreclosure or for any acts of prior landlords, and the lessee of such subordinated Lease shall attorn to the purchaser at foreclosure as the new landlord of such Lease with all rights of the prior landlord under such Lease but with only the obligations of landlord that accrue after the foreclosure. The rights of the Beneficiary and any purchaser at foreclosure contained in this Section are covenants running with the land and shall be binding on all future interests in any such leasehold estate and the Property,
including all Leases hereafter executed, until the lien of this Deed of Trust is released in full. Nothing contained in this Deed of Trust, nor the exercise of any right, power, or authority herein granted to Beneficiary, or Trustee on Beneficiary’s behalf, shall be, or shall be construed to be, an affirmation by it of any tenancy, Lease, or option, nor an assumption (except to the extent expressly agreed in writing by Beneficiary) of liability under any tenancy, Lease, or option, nor the subordination (except a subordination as provided in this Subsection 7.1(h) or as otherwise expressly agreed in writing by Beneficiary) of the lien or any other rights or interests granted for the benefit of Beneficiary under this Deed of Trust.

(i) **Other Rights.** Subject to the terms and conditions in the Loan Agreement, Beneficiary (i) may surrender the insurance policies maintained pursuant to any of the Loan Documents, and upon receipt shall apply the unearned premiums as a credit on the Indebtedness, in accordance with the provisions of Section 7.4 hereof, and, in connection therewith, Borrower hereby appoints Beneficiary as its attorney-in-fact (which is coupled with an interest and is therefore irrevocable) for Borrower to collect such premiums; and (ii) may apply the reserve for Impositions and insurance premiums, if any, required by the provisions of this Deed of Trust toward payment of the Indebtedness in any order as Beneficiary may determine in Beneficiary’s sole discretion.

(j) **Beneficiary as Purchaser.** Beneficiary may be the purchaser of the Property or any part thereof, at any sale thereof, whether such sale be under the power of sale herein vested in Trustee or upon any other foreclosure of the liens and security interests hereof, or otherwise, and Beneficiary shall receive the same rights, benefits, and conveyances as any third party purchaser, upon any such purchase.

7.2 **Other Rights of Beneficiary.** Should any part of the Property come into the possession of Beneficiary, whether before or after default, Beneficiary may (for itself or by or through other persons, firms, or entities) hold, lease, manage, use, or operate the Property for such time and upon such terms as Beneficiary may deem prudent under the circumstances (making such repairs, alterations, additions, and improvements thereto and taking such other action as Beneficiary may from time to time deem necessary or desirable) for the purpose of preserving the Property or its value, pursuant to the order of a court of appropriate jurisdiction or in accordance with any other rights held by Beneficiary in respect of the Property. Borrower covenants to promptly reimburse and pay to Beneficiary on demand, at the place where the Borrower Loan is payable, the amount of all reasonable expenses (including the cost of any insurance, Impositions, or other charges) incurred by Beneficiary pursuant to this Section, together with interest thereon from the date paid by Beneficiary at the Default Rate; and all such expenses and interest shall be and become a part of the Indebtedness. It is agreed, however, that the risk of loss or damage to the Property is on Borrower, and Beneficiary shall have no liability whatsoever for decline in value of the Property, for failure to obtain or maintain insurance, or for failure to determine whether insurance in force is adequate as to amount or as to the risks insured.

7.3 **Possession After Foreclosure.** If the liens or security interests hereof shall be foreclosed by power of sale granted herein, by judicial action, or otherwise, the purchaser at any such sale shall receive, as an incident to purchaser’s ownership, immediate possession of the property purchased. If Borrower or Borrower’s successors shall hold possession of said property
or any part thereof subsequent to foreclosure, Borrower and Borrower's successors shall be considered as lessees at sufferance of the purchaser at foreclosure sale (without limitation of other rights or remedies, at a reasonable rental per day, due and payable daily, based upon the value of the portion of the Property so occupied and sold to such purchaser), shall be subject to forcible entry and detainer without further notice, and shall be subject to eviction and removal with or without process of law, and all damages by reason thereof are hereby expressly waived.

7.4 Application of Proceeds. The proceeds from any sale, lease, or other disposition made pursuant to this ARTICLE VII shall be applied by Trustee, or by Beneficiary, as the case may be, to the Indebtedness in the following order and priority: (i) to the payment of all expenses of advertising, selling, and conveying the Property or part thereof, and/or prosecuting or otherwise collecting Rents, proceeds, premiums, or other sums, including reasonable attorneys' fees and a reasonable fee or commission to Trustee, not to exceed five percent of the proceeds thereof or sums so received; (ii) to the remainder of the Indebtedness as follows: first, to the remaining accrued but unpaid interest, and second, to the outstanding principal of the Indebtedness; (iii) the balance, if any and to the extent applicable, remaining after the full and final payment of the Indebtedness and full performance and discharge of Borrower Obligations, to the holder or beneficiary of any inferior liens covering the Property, if any, in order of the priority of such inferior liens (Trustee and Beneficiary shall hereby be entitled to rely exclusively upon a commitment for title insurance issued to determine such liens and their priority); and (iv) the cash balance, if any, to the Borrower. The application of proceeds of sale or other proceeds as otherwise provided herein shall be deemed to be a payment of the Indebtedness like any other payment. The balance of the Indebtedness remaining unpaid, if any, shall remain fully due and owing in accordance with the terms of the Loan Agreement or the other Loan Documents.

7.5 Abandonment of Sale. In the event a foreclosure hereunder is commenced by Trustee in accordance with Subsection 7.1(d) hereof, at any time before the sale is consummated, Trustee may abandon the sale, and Beneficiary may then institute suit for the collection of the Indebtedness and for the foreclosure of the liens and security interests hereof and of the Loan Documents or exercise any other rights or remedies. If Beneficiary should institute a suit for the collection of the Indebtedness and for a foreclosure of the liens and security interests, Beneficiary may, at any time before the entry of a final judgment in said suit, dismiss the same and require Trustee to sell the Property or any part thereof in accordance with the provisions of this Deed of Trust.

7.6 Payment of Costs. To the fullest extent allowable under applicable law, Borrower agrees to pay all Costs incurred or paid by Beneficiary in connection with the Indebtedness, Borrower Obligations, or the Loan Documents (i) in collecting payment, whether or not suit is filed; (ii) in defending and/or bringing suit, or if Beneficiary otherwise becomes a party to any suit or proceeding where the Indebtedness or Borrower Obligations are involved, or if Beneficiary is required to respond to any service of process, including a subpoena; (iii) in foreclosing or taking any other actions to secure possession and exercise Beneficiary's rights with respect to any collateral; (iv) in connection with any bankruptcy, reorganization, or other similar proceeding, or any probate proceeding, involving Borrower or any Constituent Party which in any way affects the exercise by Beneficiary or the Trustee of its rights and remedies; (v) to otherwise enforce Beneficiary's rights and remedies pursuant to or which arise out of this
Deed of Trust and/or any other Loan Document; (vi) in connection with the negotiation, preparation, and execution her eof and of any other Loan Document and any amendment hereto or thereto, or any release, consent, approval, or waiver hereunder or under any other Loan Document; (vii) in connection with the making of any advance under the Borrower Loan; (viii) incurred by Beneficiary which are payable or reimbursable by Borrower pursuant to any Loan Document; and (ix) which are the obligation of Borrower or incurred by Beneficiary pursuant to any of the Loan Documents. All such Costs shall be and become a part of the Indebtedness. Except as provided in Sections 7.1(a), 7.1(b), 7.2 and 9.7 hereof and in the Loan Agreement, all such Costs shall be due and payable when incurred and shall bear interest at the Default Rate during any period an Event of Default exists (without being fully cured) and at the Applicable Loan Rate (as such term is defined in the Loan Agreement) during any period an Event of Default does not exist from the date such Costs are paid by Beneficiary until Beneficiary is reimbursed for the respective Costs and interest.

7.7 Intentionally omitted.

7.8 Miscellaneous.

(a) Discontinuance of Remedies. In case Beneficiary shall have proceeded to invoke any right, remedy, or recourse permitted to it under the Loan Documents and shall thereafter elect to discontinue or abandon same for any reason, Beneficiary shall have the unqualified right so to do and, in such event, Borrower, Beneficiary shall be restored to their former positions with respect to the Indebtedness, the Loan Documents, the Property or otherwise, and the rights, remedies, recourses and power of Beneficiary shall continue as if same had never been invoked.

(b) Other Remedies. In addition to the remedies set forth in this Deed of Trust, Beneficiary and Trustee shall have all other rights and remedies available to them at law or in equity, and Beneficiary shall have all other rights and remedies set forth in the other Loan Documents.

(c) Remedies. All rights, remedies, and recourses of Beneficiary granted in the Loan Agreement, this Deed of Trust, the other Loan Documents, or otherwise available at law or equity: (i) shall be cumulative; (ii) may be pursued separately, jointly, successively, concurrently, or in any combination thereof against Borrower, the Property or any Constituent Party, or against any one or more of them, in such order as Beneficiary may determine, in the sole discretion of Beneficiary; (iii) may be exercised as often as occasion therefore shall arise, it being agreed by Borrower that the exercise, discontinuance of exercise, or failure to exercise any of same shall in no event be construed as a waiver or release thereof or of any other right, remedy, or recourse; (iv) shall be nonexclusive; (v) shall not be conditioned upon Beneficiary exercising or pursuing any remedy in relation to the Property prior to Beneficiary bringing suit to recover the Indebtedness or suit on the Obligations; and (vi) shall not be deemed to be an election of nonjudicial or judicial remedies otherwise available to the Beneficiary.

(d) Partial Reconveyance or Release; Collateral. From time to time, Beneficiary may request Trustee to reconvey, regardless of consideration, any part of the Property without, as to the remainder, in any way impairing, affecting, subordinating, or
releasing or reconveying the lien, security interests, or other rights evidenced by this Deed of Trust or the other Loan Documents and without affecting the obligations of Borrower or Constituent Party to pay the Indebtedness or perform and discharge the Obligations. For payment of the Indebtedness, Beneficiary may resort to any of the collateral therefor in such order and manner as Beneficiary may elect. The taking of additional collateral, or the amendment, extension, renewal, or rearrangement of the Indebtedness or Obligations, or any part thereof, shall not release or impair the lien, security interests, or other rights granted hereby or by any of the other Loan Documents, or affect the liability of Borrower, any endorser, Constituent Party, or any other person or entity obligated for payment or performance of any portion of the Indebtedness or Obligations, or improve the right of any junior lienholder.

(e) Waiver and Release. Borrower hereby irrevocably and unconditionally waives and releases: (i) all benefits that might accrue to Borrower by virtue of any present or future law exempting the Property from attachment, levy or sale on execution or providing for any appraisement, stay of execution, exemption from civil process, redemption, or extension of time for payment; (ii) except as otherwise expressly required in a Loan Document, all notice of any Event of Default, notice of the exercise of any right, remedy, or recourse provided for under the Loan Documents, or any other notice under or with respect to all of the Loan Documents or any action taken by Beneficiary in connection therewith; (iii) any right to a marshaling of assets or a sale in inverse order of alienation; (iv) any right to be released, or any claim that a release has occurred, by reason of any extension of time or any modification or change to the terms of any of the Loan Documents, except a party will not be liable for an increase in the amount of principal, or interest on such increased principal, pursuant to any such modification if such principal increase was not contemplated in the Loan Documents (absent such modification) or agreed to in writing by such party; and (v) all rights to the benefits of any statute of limitations, moratorium, or laches now provided or which may hereafter be provided by federal or state law or pursuant to common law, to the fullest extent such rights can be waived and released pursuant to applicable law.

(f) No Implied Covenants. Borrower and Beneficiary mutually agree that there are no, nor shall there be any, implied covenants of good faith and fair dealing or other similar covenants or agreements in this Deed of Trust and the other Loan Documents. All agreed contractual duties are set forth in this Deed of Trust, the Borrower Loan, and the other Loan Documents.

(g) Real Property Laws Governing. Each time Beneficiary elects to exercise remedies in this ARTICLE VII with respect to both real property and personal property which are part of the Property, to the fullest extent allowed by law, such remedies shall be governed by the real property laws of the State of California and shall not be governed by the personal property laws of such State, thereby rendering inapplicable, without limitation, Sections 9.615, 9.620, and 9.627 of the Code.

(h) Beneficiary Performance. Notwithstanding anything to the contrary contained herein or in the other Loan Documents, Beneficiary may cease or suspend any and all performance required of Beneficiary under the Loan Documents upon and during the continuance of any breach or default and upon and at any time after the occurrence of any Event of Default.
ARTICLE VIII – SPECIAL PROVISIONS

8.1 Anti-Terrorism. Borrower has taken, and shall continue to take until the Indebtedness is fully repaid and each and all of the Obligations are satisfied in full, such measures as are required by any and all Anti-Terrorism Laws to assure that the funds invested in Borrower and/or used to make payments on the Indebtedness or the Obligations are derived from (i) transactions and sources that do not violate any Anti-Terrorism Laws nor, to the extent such funds originate outside the United States, do not violate the laws of the jurisdiction from which they originated; and (ii) permissible sources under Anti-Terrorism Laws or, to the extent such funds originate outside the United States, under the laws of the jurisdiction from which they originated. If Beneficiary reasonably believe that Borrower, any Constituent Party, or any affiliate of any such parties, may have breached any of the representations, warranties, or covenants set forth in this Deed of Trust or the other Loan Documents relating to any Anti-Terrorism Laws or the identity of any person or entity as a Prohibited Person, then Beneficiary shall have the right, with or without notice to Borrower, to (i) notify the appropriate governmental authority and to take such action as such governmental authority or applicable Anti-Terrorism Laws may direct; (ii) withhold advances under the Loan Documents and segregate the assets constituting the Property or any of Borrower’s funds or assets deposited with or otherwise controlled by Beneficiary pursuant to the Loan Documents; (iii) decline any payment (or deposit such payment with an appropriate United States governmental authority or court) or decline any prepayment or consent request; and/or (iv) declare an Event of Default and exercise any and all rights and remedies in connection therewith. Borrower agrees that neither the Borrower, nor any Constituent Party will assert any claim (and hereby waives, for itself and on behalf of such other parties, any claim that they may now or hereafter have) against Beneficiary or any of their affiliates, successors, assigns, representatives, or agents for any form of damages as a result of any of the foregoing actions, regardless of whether or not Beneficiary’s reasonable belief is ultimately demonstrated to be accurate. If at any time Borrower obtains actual knowledge that Borrower or any Constituent Party is, or becomes, a Prohibited Person or are indicted, arraigned, or custodially detained on charges or allegations involving or relating to any Anti-Terrorism Laws, Borrower shall immediately notify Beneficiary in writing of same. Borrower shall promptly deliver to Beneficiary any certification or other evidence requested by Beneficiary confirming compliance by Borrower, each Constituent Party, with all Anti-Terrorism Laws, and confirming that neither Borrower nor any Constituent Party (nor any person or party owning any interest of any nature whatsoever in Borrower or any Constituent Party) is not a Prohibited Person. Beneficiary is authorized to obtain, verify, and record information that may identify Borrower and/or each Constituent Party in accordance with or with respect to any Anti-Terrorism Laws.

8.2 INDEMNITY. SECTION 7.13 OF THE LOAN AGREEMENT IS HEREBY INCORPORATED HEREIN BY REFERENCE.

Borrower shall reimburse each Indemnified Party for its respective Costs (as such term is defined in Section 1.1 hereof) incurred in connection with any of the foregoing within five (5) days after such Indemnified Party gives a written demand therefor, whether or not an action is actually commenced or concluded. All other indemnity obligations hereunder shall become due and payable when actually incurred by the Indemnified Party. Any payments not made when due shall bear interest at the default rate from the date such payment was due until fully
paid. So long as the lien of this Deed of Trust has not been fully released or reconveyed, all amounts payable by Borrower, and interest thereon, under this Section 8.5 shall be secured by this Deed of Trust and all other collateral for the Borrower Loan.

The provisions of this Section 8.2 shall survive (i) repayment of the Indebtedness and performance of the Obligations; (ii) the release, reconveyance or cancellation of the lien of this Deed of Trust or any other collateral securing, or parties liable for any part of, the Indebtedness or Obligations; (iii) any foreclosure (or action or deed in lieu of foreclosure); (iv) the sale or other transfer by Borrower or of Beneficiary (if it acquires title to the Property) of any or all of its right, title and interest in or to the Property; and (v) the exercise by Beneficiary of any and all remedies set forth herein or in the Loan Documents.

8.3 Subrogation. Borrower waives any and all right to claims, recovery, or subrogation against Beneficiary or their officers, directors, employees, agents, attorneys, or representatives for loss or damage to Borrower, the Property, Borrower’s property, or the property of others under Borrower’s control from any cause insured against or required to be insured against by the provisions of the Loan Documents. Inasmuch as the above waivers preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), Borrower hereby agrees to immediately give to each insurance company which has issued to it any such insurance policy, whether or not it is required to be insured against by the provisions of the Loan Documents, written notice of the terms of said waivers, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.

8.4 Waiver of Setoff. The Indebtedness, or any part thereof, shall be paid by Borrower without notice, demand, counterclaim, setoff, deduction, or defense and without abatement, suspension, deferment, diminution, or reduction by reason of: (i) any damage to, destruction of, or any condemnation or similar taking of the Property; (ii) any restriction or prevention of or interference with any use of the Property; (iii) any title defect or encumbrance or any eviction from the Property by superior title or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation, or other like proceeding relating to Trustee, Beneficiary or Borrower, or any action taken with respect to this Deed of Trust by any trustee or receiver of Beneficiary or Borrower, or by any court, in any such proceeding; (v) any claim which Borrower has or might have against Trustee or Beneficiary; or (vi) any other occurrence whatsoever, whether similar or dissimilar to the foregoing, whether or not Borrower shall have notice or knowledge of any of the foregoing. Except to the extent prohibited by law, Borrower waives all rights now or hereafter conferred by statute or otherwise to any setoff, abatement, suspension, deferment, diminution, or reduction of the Indebtedness.

8.5 Consent to Disposition. It is expressly agreed that Beneficiary may predicate Beneficiary’s decision to grant or withhold consent to a Disposition on such terms and conditions as Beneficiary may require, in Beneficiary’s sole and absolute discretion, including: (i) consideration of the creditworthiness of the party to whom such Disposition will be made and its management ability with respect to the Property; (ii) consideration of whether the security for repayment of the Indebtedness and the performance and discharge of Borrower Obligations, or Beneficiary’s ability to enforce its rights, remedies, and recourses with respect to such security, will be impaired in any way by the proposed Disposition; (iii) an increase in the rate of interest
payable under the Borrower Loan or any other change in the terms and provisions of the Loan Agreement and other Loan Documents; (iv) reimbursement of Beneficiary for all costs and expense incurred by Beneficiary in investigating the creditworthiness and management ability of the party to whom such Disposition will be made and in determining whether Beneficiary’s security will be impaired by the proposed Disposition; (v) payment to Beneficiary of an assumption fee of one percent (1%) of the maximum amount of the Borrower Loan to cover the cost of documenting the Disposition in its records; (vi) payment of Beneficiary’s reasonable attorneys’ fees in connection with such Disposition; (vii) the express assumption of payment of the Indebtedness and performance and discharge of Borrower Obligations by the party to whom such Disposition will be made (with or without the release of Borrower, if any, from liability for such Indebtedness and Obligations); (viii) the execution of assumption agreements, modification agreements, supplemental Loan Documents, and financing statements, satisfactory in form and substance to Beneficiary; (ix) endorsements (to the extent available under applicable law) to any existing Title Policy (as defined in the Loan Agreement) insuring Beneficiary’s liens and security interests covering the Property; and (x) the determination by Beneficiary based on such property financial reports as Beneficiary may require and approve, that the Property meets Beneficiary’s underwriting criteria (including, without limitation, debt service coverage ratio and loan to value ratio) in effect at the time of the transfer of the Property. Borrower hereby expressly acknowledges that Beneficiary have no duty of good faith or any other duty with respect to providing consent to a Disposition.

8.6 Consent to Subordinate Mortgage. In the event of consent by Beneficiary to the granting of a Subordinate Mortgage (which Beneficiary shall have no obligation to provide), or in the event the right of Beneficiary to declare the Indebtedness to be immediately due and payable upon the granting of a Subordinate Mortgage without the prior written consent of Beneficiary is determined by a court of competent jurisdiction to be unenforceable under the provisions of any applicable law, Borrower will not execute or deliver any Subordinate Mortgage unless: (i) it shall contain express covenants to the effect: (A) that the Subordinate Mortgage is in all respects unconditionally subject and subordinate to the lien and security interest evidenced by this Deed of Trust and each term and provision hereof; (B) that if any action or proceeding shall be instituted to foreclose the Subordinate Mortgage (regardless of whether the same is judicial proceeding or pursuant to a power of sale contained therein), no lessee of any portion of the Property will be named as a party defendant, nor will any action be taken with respect to the Property which would terminate any occupancy or tenancy of the Property without the prior written consent of Beneficiary; (C) that the rents and profits, if collected through a receiver or by the holder of the Subordinate Mortgage, shall be applied first to the Indebtedness, next to the payment of the Impositions, and then to the performance and discharge of Borrower Obligations; and (D) that if any action or proceeding shall be brought to foreclose the Subordinate Mortgage (regardless of whether the same is a judicial proceeding or pursuant to a power of sale contained therein), written notice of the commencement thereof will be given to Beneficiary contemporaneously with the commencement of such action or proceeding; and (ii) a copy thereof shall have been delivered to Beneficiary not less than ten (10) days prior to the date of the execution of such Subordinate Mortgage.

8.7 No Duty by Beneficiary. Beneficiary owes no duty to Borrower or any third party related to the development, construction, design, preservation, insurance, inspection, supervision, compliance, operation, or any other matters regarding the Land, the Improvements, the Fixtures
or the Property. All actions taken by Beneficiary (including actions by any persons or entities acting on behalf of Beneficiary and all actions taken by Beneficiary as permitted by the Loan Documents, including to enforce Beneficiary's rights and remedies and to act as Borrower's attorney-in-fact pursuant to the Loan Document) shall be deemed to be solely for the benefit of Beneficiary, shall not be deemed or construed as an assumption of any obligation or liability of Borrower by Beneficiary, and Borrower hereby waives any duty of Beneficiary to the contrary.

8.8 No Assumption by Beneficiary. Any term or condition of any of the Loan Documents which may be interpreted or construed to the contrary notwithstanding, and notwithstanding any action taken by Beneficiary which is permitted pursuant to the Loan Documents (including to take or refraining from taking any action with respect to Borrower, the Land, the Improvements, the Fixtures, the Property, the Rents, any third party, or any other collateral to enforce Beneficiary's rights and remedies pursuant to the Loan Documents), Borrower and each of its Constituent Parties acknowledge and agree that (i) Beneficiary does not have, and shall not be deemed or construed to assume any liability or responsibility for the performance of any of the Obligations or any obligation, responsibility, or liability for the management, conduct, or operation of the business and affairs of Borrower or with respect to the Land (including development, construction, or repairs) or Rents or any part of the Property; and (ii) any such term or condition of the Loan Documents and any such action taken by Beneficiary, shall be deemed to be solely for the benefit of Beneficiary in monitoring or enforcing the performance of the Obligations and payment of the Indebtedness, and to maintain and preserve the security given by Borrower to Beneficiary for the Borrower Loan, and may not be relied upon by any other person or entity.

8.9 No Waiver; No Third Party Beneficiaries. Each waiver by Beneficiary with respect to the Indebtedness, any Obligation, or otherwise with respect to the Loan Documents must be in writing, and no waiver shall be construed as a continuing waiver. No waiver shall be implied from Beneficiary's delay in exercising or failure to exercise any right or remedy. Consent by Beneficiary to any act or omission by Borrower shall not be construed as consent to any other or subsequent act or omission or as a waiver of the requirement for Beneficiary's consent to be obtained in any future or other instance. No Loan Document provision or action taken by Beneficiary pursuant thereto shall be construed to make or render Beneficiary liable to any materialman, subcontractor, contractor, laborer, or supplier of materials for work or labor furnished in connection with the construction of any of the Improvements or otherwise, or for debts or claims accruing to any such persons or entities or other third parties against Borrower. Notwithstanding anything contained in the Loan Documents, or any conduct or course of conduct by the parties before or after signing the Loan Documents, the Loan Documents shall not be construed as creating any rights, claims, or causes of action against Beneficiary, or any of Beneficiary's officers, directors, agents, or employees, in favor of any contractor, subcontractor, supplier of labor or materials, or any of their respective creditors, or any other person or entity other than Borrower. Without limiting the generality of the foregoing, any Advance or payment made by Beneficiary to any contractor, subcontractor, supplier of labor or materials, or other third party, and any exercise of Beneficiary's rights as permitted in the Loan Documents (including to act as attorney-in-fact of Borrower), shall not confer or be deemed a recognition by Beneficiary of a third-party beneficiary status of any such person or entity or any other entitlement of any such person or entity to further actions by Beneficiary or to any rights under the Loan Documents.

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8.10 Payment after Acceleration. If, following the occurrence of an Event of Default, and an acceleration of the Indebtedness or any part thereof, but prior to a foreclosure sale of the Property, Borrower shall pay to Beneficiary the amount sufficient to satisfy the Indebtedness or the part thereof which has been accelerated, which such payment shall be deemed a voluntary prepayment of the Indebtedness and, accordingly, Borrower, to the extent permitted by applicable law, shall also pay to Beneficiary the premium or fee, if any, then required under the Loan Agreement relating to such prepayment.

ARTICLE IX – ASSIGNMENT OF LEASES AND RENTS

9.1 Assignment. In consideration of the Indebtedness and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Borrower hereby absolutely and unconditionally GRANTS, BARGAINS, SELLS, ASSIGNS, and CONVEYS the Leases and Rents unto Beneficiary, in order to provide a source of future payment of the Indebtedness and the Obligations, subject only to any Permitted Encumbrances applicable thereto and the Rent License, it being the intention of Borrower and Beneficiary that this conveyance be presently and immediately effective, and is neither conditional nor security for the repayment of the Indebtedness and the Obligations; TO HAVE AND TO HOLD the Leases and Rents unto Beneficiary, forever, and Borrower does hereby bind itself, its successors, and assigns to warrant and forever defend the title to the Leases and Rents unto Beneficiary against every person whomsoever lawfully claiming or to claim the same or any part thereof. This Assignment is a present, absolute and unconditional assignment to Beneficiaries of all of Borrower’s right, title and interest in all current and future Leases and Rents, and not an assignment for additional security only. Borrower shall execute and deliver to Beneficiary such additional instruments, in form and substance reasonably satisfactory to Beneficiary, as may hereafter be requested by Beneficiary to further evidence and confirm such assignment.

9.2 Limited License. Beneficiary hereby grants to Borrower the Rent License, subject to termination of the Rent License and the other terms and provisions of this ARTICLE IX, to exercise and enjoy all incidences of the status of a lessor with respect to the Rents, including the right to collect, demand, sue for, attach, levy, recover, and receive the Rents, and to give proper receipts, releases, and acquittances therefor. Borrower hereby agrees that all Rents received by Borrower prior to termination of the assignment in this ARTICLE IX shall be held by Borrower as Beneficiary’s Agent and applied in accordance with the provisions of this Article IX. Upon the occurrence of an Event of Default, Borrower hereby agrees that the Rent License shall automatically, and without notice or further action of any kind or nature by Beneficiary, terminate, in which case Beneficiary may thereafter give Rent Notices to lessees under the Leases in accordance with Section 9.4 hereof, and, unless otherwise directed in writing by Beneficiary, Borrower shall immediately deliver to Beneficiary all Rents received by Borrower. After termination of the Rent License, Beneficiaries shall have the right, in the sole discretion of Beneficiary, to reinstate the Rent License as to all or any portion of the Rents, and upon any additional terms and conditions as Beneficiary may determine, by giving written notice thereof to Borrower and to the respective lessees of the Leases to whom a Rent Notice was given and as to whom the Rent License is being reinstated, in which case the provisions of this ARTICLE IX shall apply to such reinstated Rent License and the Rents covered thereby along with any additional terms and conditions as may be specified by Beneficiary in connection.
9.3 General Provisions Relating to Rents. It shall never be necessary for Beneficiary to institute legal proceedings to enforce any provision of this ARTICLE IX. All Rents received by Borrower or Beneficiary shall be applied as provided in this ARTICLE IX. Neither the assignment in Section 9.1 nor the termination of the Rent License, if any, shall effect a pro tanto payment of the Indebtedness or any portion thereof. Neither Beneficiary’s receipt or collection of Rents, the application of any Rents to the Indebtedness or any Borrower Obligations, nor the exercise of, or omission to exercise, any other rights or remedies that Beneficiary has with respect to the Rents, shall cure or waive any Event of Default or notice of Event of Default, if any, or invalidate any act done pursuant to such notice, except to the extent any such Event of Default is fully cured. Failure, lack of diligence, or discontinuance by Beneficiary, at any time or from time to time, to collect any Rents shall not in any manner impair Beneficiary’s rights or interests conferred herein to Beneficiary, nor result in any liability of Beneficiary to Borrower. Beneficiary does not assume any duties or obligations under any of the Leases; nothing contained in this ARTICLE IX, and no action taken by Beneficiary with respect to the rights and interests granted to Beneficiary pursuant to this ARTICLE IX in and to the Rents, shall affect, or be construed as, an assumption of any Lease obligations or duties by Beneficiary.

9.4 Rent Notice. Each lessee of a Lease shall be entitled to rely on the existence of the Rent License until the lessee receives a Rent Notice. Upon receipt of a Rent Notice, each such lessee shall be entitled to rely on such Rent Notice, shall thereafter pay all Rents under the respective Lease directly to Beneficiary, and the receipt of such Rents by Beneficiary shall be a release of such lessee to the extent of all amounts so paid.

9.5 Application and Collection of Rents. At any time the Rent License is in effect, Rents which have been collected or otherwise received by Borrower, and are delivered to Beneficiary by Borrower for application to the Indebtedness, shall be applied to the Indebtedness in the same manner as any other payments on the Indebtedness would be applied under the Loan Documents. Rents received by Beneficiary (other than from Borrower as provided in the preceding sentence) for any period prior to foreclosure under this Deed of Trust or acceptance of a deed in lieu of such foreclosure shall be applied by Beneficiary to the payment of the following in such order (including application to more than one of the following items in any portions) as Beneficiary shall determine in Beneficiary’s sole discretion: (i) “Operating Expenses” (as determined in accordance with generally accepted accounting principles); (ii) Costs incident to collecting Rents; (iii) the Indebtedness; (iv) Borrower Obligations; (v) all other amounts to which Beneficiary is entitled pursuant to the Loan Documents executed by Borrower, whether related to Costs, indemnities, reimbursements, damages, or any other amounts; and (vi) thereafter to Borrower. If Rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the Rents, any funds expended by Beneficiary for
such purposes shall become Indebtedness of Borrower to Beneficiary secured by this Deed of Trust, and such amounts shall be payable upon notice from Beneficiary to Borrower requesting payment thereof and shall bear interest from the date of disbursement at the Default Rate, unless payment of interest at such rate would be contrary to applicable law, in which event, such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law. In no event will Beneficiary have any liability for failing or refusing to pay any Operating Expenses with Rents received by Beneficiary. In no event will the existence or exercise of the rights under this ARTICLE IX, or the receipt of Rents by Beneficiary, effect a credit to or payment of the Indebtedness or any portion thereof, nor otherwise reduce the Indebtedness, except to the extent, if any, that Rents are actually received by Beneficiary and applied upon or after said receipt to such Indebtedness in accordance with the provisions of this ARTICLE IX. Without impairing its rights hereunder, Beneficiary may, at its option, at any time and from time to time, release to Borrower any Rents received by Beneficiary, in which case Borrower shall apply such Rents in accordance with the first sentence of this Section 9.5. At any time during which Borrower is receiving Rents directly from any of the lessees under the Leases, Borrower shall, upon receipt of written direction from Beneficiary, make demand and/or sue for all Rents due and payable under one or more Leases, as directed by Beneficiary, as they become due and payable and which are past due and unpaid. If Borrower fails to timely take such action (or at any time during which the Rent License is terminated), Beneficiary shall have the right (but shall be under no duty or obligation) to demand, collect, and sue for, in its own name or in the name of Borrower, all Rents due and payable under the Leases, as same become due and payable and which are past due and unpaid.

9.6 Termination. Upon payment in full of the Indebtedness, and delivery of a release or releases, duly executed by Beneficiary, of the lien and security interest created by this Deed of Trust as to all Property, the assignment in Section 9.1 of this Deed of Trust shall terminate, become null and void, and shall be of no further force or effect.

9.7 Borrower’s Indemnities. Borrower shall indemnify and hold harmless Beneficiary from and against any and all liability, loss, cost, damage, or expense which Beneficiary may incur under or by reason of this assignment or by reason of or in defense of any and all claims and demands whatsoever which may be asserted against Beneficiary arising out of the Leases or with respect to the Rents (except as a result of the indemnified party’s gross negligence or intentional misconduct) or for any action taken by FRB or Beneficiary hereunder. In the event Beneficiary incurs any such liability, loss, cost, damage, or expense, the amount thereof together with all reasonable attorneys’ fees and interest thereon at the Default Rate shall be payable by Borrower to Beneficiary, as applicable, immediately, without demand, and shall be deemed a part of the Indebtedness.

9.8 Subordinate. The assignment of Rents granted in this ARTICLE IX is subordinate to the lien granted in ARTICLE II of this Deed of Trust and to the security interest granted in ARTICLE X of this Deed of Trust.

9.9 Additional Provisions. Without limiting the foregoing, Beneficiary shall have the rights and remedies contained in Section 2938 of the California Civil Code in effect on January 1, 1997, as amended or modified from time to time. No enforcement action of the type
authorized by Section 9.2 above and no collection, distribution, or application of Rents by Beneficiary, shall do any of the following:

(a) **No Mortgagee in Possession.** Make Beneficiary a mortgagee in possession of the Property;

(b) **No Action.** Constitute an action, render any of Borrower’s obligations to Beneficiary unenforceable, violate Section 726 of the California Code of Civil Procedure or otherwise limit any rights available to Beneficiary; or

(c) **No Bar to Deficiency Judgment.** Be deemed to create any bar to a deficiency judgment pursuant to any provision of law governing or relating to deficiency judgments following the enforcement of any encumbrance, lien, or security interest, notwithstanding that the action, collection, distribution, or application may reduce the indebtedness secured by the assignment or by any deed of trust or other Deed of Trust.

9.10 **Borrower Rent Covenants.** Borrower hereby covenants that Borrower has not executed any prior assignment of said Rents, that Borrower has not performed, and will not perform, any acts or has not executed, and will not execute, any instrument which would prevent Beneficiary from exercising its rights under this ARTICLE IX, and that at the time of execution of this Deed of Trust there has been no anticipation or prepayment of any of the Rents for more than one month prior to the due dates of such rents. Borrower covenants that Borrower will not hereafter collect or accept payment of any Rents more than one month prior to the due dates of such rents. Borrower further covenants that Borrower will execute and deliver to Beneficiary such further assignments of rents and revenues of the Property as Beneficiary may from time to time request.

**ARTICLE X – SECURITY AGREEMENT**

10.1 **Uniform Commercial Code Security Agreement.** This Deed of Trust is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Borrower hereby grants Beneficiary a security interest in said items. Borrower agrees that Beneficiary may file this Instrument, or a reproduction thereof, (including, without limitation, a financing statement naming Beneficiary as secured party and Borrower as debtor and identifying the Property as collateral) in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this Deed of Trust or of any other security agreement or financing statement (including the General Security Agreement) shall be sufficient as a financing statement. In addition, Borrower agrees to execute and deliver to Beneficiary, upon Beneficiary’s request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this Deed of Trust in such form as Beneficiary may require to perfect a security interest with respect to said items. Borrower shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Beneficiary may reasonably require. Without the prior written consent of Beneficiary, Borrower shall not create or suffer to be created pursuant to the Uniform Commercial Code any other
security interest in said items, including replacements and additions thereto. This Deed of Trust constitutes a fixture filing in accordance with Section 9502 of the California Uniform Commercial Code effective July 1, 2001, as the same may be amended.

10.2 Intentionally omitted.

10.3 Intentionally omitted.

10.4 Borrower’s Organizational Status. Borrower represents and warrants to Beneficiary that (i) Borrower’s state of organization is California; (ii) Borrower’s name, as shown in its organizational documents, as amended (if applicable), is exactly as set forth above; and (iii) Borrower’s organizational identification number is exactly as reflected in the Financing Statement filed by Beneficiary in connection herewith. Borrower agrees to notify Beneficiary prior to and immediately upon the occurrence: (i) of a change in name, jurisdiction of organization, or employer identification number; (ii) if it merges or consolidates with, or converts to, a different entity; or (iii) if it changes the state in which Borrower’s place of business (as determined pursuant to Section 9.307 of the Code, or any successor statute) is located.

10.5 Borrower UCC Covenant. Without the prior written consent of Beneficiary, Borrower shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in the items described in Section 10.1 hereof, including replacements and additions thereto, other than Permitted Encumbrances.

10.6 Remedies. Upon Borrower’s breach of any covenant or agreement of Borrower contained in this Deed of Trust, including the covenants to pay when due all sums secured by this Deed of Trust, Beneficiary shall have the remedies of a secured party under the Uniform Commercial Code and, at Beneficiary’s option, may also invoke the remedies provided herein or in any of the Loan Documents, or pursuant to any applicable law as to such items. In exercising any of said remedies, Beneficiary may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Beneficiary’s remedies under the Uniform Commercial Code or of the remedies provided herein or in any of the other Loan Documents.

ARTICLE XI – MISCELLANEOUS

11.1 Survival of Indemnities. The indemnities contained in this Deed of Trust shall survive payment of the Indebtedness and the reconveyance or release of the liens, security interests, and other conveyances of this Deed of Trust.

11.2 Recording and Filing. Borrower hereby authorizes Beneficiary to cause one or more of the Loan Documents (including amendments, supplements, etc.), including, but not limited to, this Deed of Trust to be recorded, filed, re-recorded, and refiled in such manner and in such places as Trustee or Beneficiary shall deem reasonably necessary, and Borrower will pay all such recording, filing, re-recording, and refiling taxes, documentary stamp taxes, mortgage taxes, fees, and other charges.
11.3 Notices. All notices or other communications required or permitted to be given pursuant to this Deed of Trust shall be in writing and shall be considered as properly given if given in accordance with the provisions of the Loan Agreement. For purposes of such notices, the addresses of the parties shall be as set forth below; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of ten (10) days’ notice to the other party in the manner set forth in the Loan Agreement.

Beneficiary: First Republic Bank, 111 Pine Street San Francisco, California 94111 Attention: Commercial Loan Servicing Telephone: (415) 364-4410 Telecopier: (415) 262-4141

And with a copy to: Norton Rose Fulbright US LLP 555 California Street Suite 3300 San Francisco, California 94104-1715 Attention: Gerald McGovern Telephone: (628) 231-6801

Borrower: San Domenico School 1500 Butterfield Road San Anselmo, California 94960 Attention: David Wise Telephone: (415) 258-1990 x1136

11.4 Covenants Running with the Land. All Obligations contained in this Deed of Trust and the other Loan Documents are intended by Borrower, Beneficiary, and Trustee to be, and shall be construed as, covenants running with the land until the lien of this Deed of Trust has been fully released by Beneficiary.

11.5 Successors and Assigns. Subject to the provisions of Sections 5.6 and 6.8 hereof, all of the terms of the Loan Documents shall apply to, be binding upon, and inure to the benefit of the parties thereto, their successors, assigns, heirs, and legal representatives, and all other persons claiming by, through, or under them. Notwithstanding the foregoing, neither Beneficiary nor FRB shall have any liability under any of the Loan Documents for any matter arising after such entity transfers its interest in the Loan Documents to any successor.

11.6 No Waiver. Any failure or delay by Trustee or Beneficiary to insist, or any election by Trustee or Beneficiary not to insist, upon strict performance by Borrower or others of any of the terms, provisions, or conditions of the Loan Documents, or any failure or delay by Trustee or Beneficiary to exercise any of its rights or remedies under any Loan Document or otherwise, shall not be deemed to be a waiver of same or of any other terms, provisions, or conditions thereof or under any other Loan Document, and Trustee or Beneficiary shall have the
right at any time or times thereafter to insist upon strict performance by Borrower or others of any and all of such terms, provisions, and conditions and to exercise any of its rights or remedies.

11.7 **Counterparts.** To facilitate execution, this Deed of Trust and any or all of the other Loan Documents may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of any Loan Document to produce or account for more than a single counterpart containing the respective signatures and acknowledgment of, or on behalf of, each of the parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages.

11.8 **Applicable Law.** This Deed of Trust shall be governed by and construed and enforced in accordance with the laws of the United States of America and any rules, regulations or orders issued or promulgated thereunder applicable to the affairs of, or transactions entered into, by Beneficiary as a California public entity; and this Deed of Trust shall, to the extent not covered thereby, otherwise be governed by, and construed and enforced in accordance with, the laws of the State of California without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than such State.

11.9 **Severability.** In the event that any one or more of the provisions contained in this Deed of Trust, or any of the other Loan Documents, or the application thereof to any person or circumstance, shall, for any reason and to any extent, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Deed of Trust or any of the other Loan Documents, nor the application of such provision to other persons or circumstances to the extent lawful, but such provision shall be enforced to the greatest extent permitted by law.

11.10 **No Usury.** It is the intention of Borrower and Beneficiary to conform strictly to applicable usury laws. Borrower and Beneficiary agree that regardless of any agreement, contingency, event, or act, the interest contracted for, taken, received, reserved, or charged, directly or indirectly, by Beneficiary in connection with the Borrower Loan evidenced by the Loan Agreement shall not exceed the Maximum Lawful Rate. The provisions contained in the Loan Agreement related to not exceeding the Maximum Lawful Rate of interest permitted by law are incorporated in this Deed of Trust for all purposes.

11.11 **Subrogation.** If any or all of the proceeds of the Borrower Loan have been used to extinguish, extend, or renew any indebtedness heretofore existing against the Property, then, to the extent of such funds so used, Beneficiary shall be subrogated to all of the rights, claims, liens, titles, and interests existing against the Property heretofore held by, or in favor of, the holder of such indebtedness and such former rights, claims, liens, titles, and interests, if any, are not waived but rather are continued in full force and effect in favor of Beneficiary and are merged with the lien and security interest created herein as cumulative security and rights for the repayment of the Indebtedness and the performance and discharge of Borrower Obligations.
11.12 Payments. Remittances in payment of any part of the Indebtedness other than in the required amount in funds immediately available at the place where the Borrower Loan is payable shall not, regardless of any receipt or credit issued therefor, constitute payment until the required amount is actually received by Beneficiary in funds immediately available at the place where the Borrower Loan is payable and shall be made and accepted subject to the condition that any check or draft may be handled for collection in accordance with the practice of the collecting bank or banks. Acceptance by Beneficiary of any payment in an amount less than the amount then due shall be deemed an acceptance on account only, and the failure to pay the entire amount then due shall be and continue to be an Event of Default.

11.13 Reliance. Borrower recognizes and acknowledges that in entering into the Loan Agreement and accepting this Deed of Trust, Beneficiary is expressly relying on the truth and accuracy of the warranties and representations set forth in this Deed of Trust and the other Loan Documents without any obligation to investigate the Property and notwithstanding any investigation of the Property by Beneficiary; that such reliance exists on the part of Beneficiary prior hereto; that such warranties and representations are a material inducement to (i) Authority in making the Borrower Loan, and (ii) FRB in making the Authority Loan and accepting this Deed of Trust; and that Authority would not be willing to make the Borrower Loan, nor would FRB be willing to make the Authority Loan and accept this Deed of Trust, in the absence of any of such warranties and representations.

11.14 Headings. The Article, Section, and Subsection titles hereof are inserted for convenience of reference only and shall in no way alter, modify, or define, or be used in construing the text of such Articles, Sections, or Subsections.

11.15 Entire Agreement; Amendment. This Deed of Trust and the other Loan Documents embody the final, entire agreement among the parties hereto and supersede any and all prior commitments, agreements, representations, and understandings, whether written or oral, relating to the subject matter hereof and thereof and may not be contradicted or varied by evidence of prior, contemporaneous, or subsequent oral agreements or discussions of the parties hereto. There are no oral agreements among the parties hereto. The provisions of this Deed of Trust may be amended or waived only by an instrument in writing signed by the Borrower and the Beneficiary.

11.16 Action through Agents. In exercising any rights hereunder or under any of the Loan Documents or taking any actions provided for herein or therein, Beneficiary may act through its employees, agents or independent contractors as authorized by such entity.

11.17 Concurrent Assignment. Concurrently with the execution of this Deed of Trust, the Authority is assigning all of its right, title and interests herein to FRB pursuant to an Assignment Agreement, dated as of December 1, 2016, and upon such assignment, FRB shall have all of the rights of the “Beneficiary” hereunder.
ARTICLE XII – SPECIAL PROVISIONS

12.1 Foreclosure Remedy. If Beneficiary is entitled to proceed with foreclosures pursuant to Section 7.1(d) hereof, such foreclosure shall be accomplished in accordance with the following provisions:

(a) Beneficiary may execute and deliver to Trustee a written notice of such Event of Default and of Beneficiary’s election and demand to cause all or any portion of the Property to be sold to satisfy the Indebtedness and Borrower Obligations. Trustee, upon presentation to it of an affidavit signed by Beneficiary setting forth facts showing a default by Borrower under any section or provision contained in this Deed of Trust, is authorized to accept as true and conclusive the facts and statements therein and to act thereon hereunder without any independent investigation or further inquiry by Trustee. Borrower hereby agrees to be bound thereby. As a condition precedent to any such sale, Trustee shall give and record such notice as the law then requires including a notice of default and a notice of sale. When the minimum period of time required by law after such notice has elapsed, Trustee, without notice to or demand upon Borrower except as required by law, shall sell all or any portion of the Property at the time and place of sale fixed by it in the notice of sale, at one or several sales, either as a whole or in separate parcels and in such manner and order, all as Beneficiary in its sole discretion may determine, at public auction to the highest bidder for cash, in lawful money of the United States, payable at time of sale. Neither Borrower nor any other person or entity other than Beneficiary shall have the right to direct the order in which all or any portion of the Property is sold. Subject to requirements and limits imposed by law, Trustee may from time to time postpone sale of all or any portion of the Property by public announcement at such time and place of sale. Trustee shall deliver to the purchaser at such sale a deed conveying the Property or portion thereof so sold, but without any covenant or warranty, express or implied. No such sale shall terminate or otherwise effect the first lien of this Deed of Trust or Trustee’s power of sale hereunder until all indebtedness secured hereby has been fully paid. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustee or Beneficiary, may purchase at the sale.

(b) Upon sale of the Property at any judicial or non-judicial foreclosure, Beneficiary may credit bid (as determined by Beneficiary in its sole and absolute discretion) all or any portion of the Indebtedness and/or Borrower Obligations. In determining such credit bid, Beneficiary may, but is not obligated to, take into account all or any of the following: (i) appraisals of the Property as such appraisals may be discounted or adjusted by Beneficiary in its sole and absolute underwriting discretion; (ii) expenses and costs incurred by Beneficiary with respect to the Property prior to foreclosure; (iii) expenses and costs which Beneficiary anticipates will be incurred with respect to the Property after foreclosure, but prior to resale, including, without limitation, costs of structural reports and other due diligence, costs to carry the Property prior to resale, costs of resale (e.g. commissions, attorneys’ fees, and taxes), costs of any hazardous materials clean-up and monitoring, costs of deferred maintenance, repair, refurbishment and retrofit, costs of defending or settling litigation affecting the Property, and lost opportunity costs (if any), including the time value of money during any anticipated holding period by Beneficiary; (iv) declining trends in real property values generally and with respect to properties similar to the Property; (v) anticipated discounts upon resale of the Property as a distressed or foreclosed property; (vi) the fact of additional collateral (if any), for the
Indebtedness and Borrower Obligations; and (vii) such other factors or matters that Beneficiary (in its sole and absolute discretion) deems appropriate. In regard to the above, Borrower acknowledges and agrees that: (i) Beneficiary is not required to use any or all of the foregoing factors to determine the amount of its credit bid; (ii) this Section does not impose upon Beneficiary any additional obligations that are not imposed by law at the time the credit bid is made; (iii) the amount of Beneficiary’s credit bid need not have any relation to any loan-to-value ratios specified in the Loan Documents or previously discussed between Borrower and Beneficiary; and (iv) Beneficiary’s credit bid may be (at Beneficiary’s sole and absolute discretion) higher or lower than any appraised value of the Property.

12.2 Right of Entry. The remedies in Subsection 7.1(b) hereof are in addition to other remedies available to Beneficiary and the exercise of the remedies in this Subsection shall not be deemed to be an election of nonjudicial or judicial remedies otherwise available to Beneficiary. The remedies in ARTICLE VII hereof are available under and governed by the real property laws of California and are not governed by the personal property laws of California, including the power to dispose of personal property in a commercially reasonable manner under Section 9610 of the Code. No action by Beneficiary, taken pursuant to such Subsection 7.1(b) hereof, shall be deemed to be an election to retain personal property under Section 9620 of the Code. Any receipt of consideration received by Beneficiary pursuant to such Subsection shall be promptly credited against the Indebtedness (in the inverse order of maturity), and the value of said consideration shall be treated like any other payment against the Indebtedness.

12.3 Acceptance of Trust; Powers and Duties of Trustee.

(a) Trustee accepts this trust when this Deed of Trust is recorded. Except as may be required by applicable law, Trustee or Beneficiary may from time to time apply to any court of competent jurisdiction for aid and direction in the execution of the trust hereunder and the enforcement of the rights and remedies available hereunder, and may obtain orders or decrees directing or confirming or approving acts in the execution of said trust and the enforcement of said remedies.

(b) Trustee shall not be required to take any action toward the execution and enforcement of the trust hereby created or to institute, appear in, or defend any action, suit, or other proceeding in connection therewith where, in his opinion, such action would be likely to involve him in expense or liability, unless requested so to do by a written instrument signed by Beneficiary and, if Trustee so requests, unless Trustee is tendered security and indemnity satisfactory to Trustee against any and all cost, expense, and liability arising therefrom. Trustee shall not be responsible for the execution, acknowledgment, or validity of the Loan Documents, or for the proper authorization thereof, or for the sufficiency of the lien and security interest purported to be created hereby, and Trustee makes no representation in respect thereof or in respect of the rights, remedies, and recourses of Beneficiary.

(c) With the approval of Beneficiary, Trustee shall have the right to take any and all of the following actions: (i) to select, employ, and advise with counsel (who may be, but need not be, counsel for Beneficiary) upon any matters arising hereunder, including the preparation, execution, and interpretation of the Loan Documents, and shall be fully protected in relying as to legal matters on the advice of counsel, (ii) to execute any of the trusts and powers
hereof and to perform any duty hereunder either directly or through his agents or attorneys, (iii) to select and employ, in and about the execution of his duties hereunder, suitable accountants, engineers and other experts, agents and attorneys-in-fact, either corporate or individual, not regularly in the employ of Trustee, and Trustee shall not be answerable for any act, default, negligence, or misconduct of any such accountant, engineer or other expert, agent or attorney-in-fact, if selected with reasonable care, or for any error of judgment or act done by Trustee in good faith, or be otherwise responsible or accountable under any circumstances whatsoever, except for Trustee's gross negligence or bad faith, and (iv) any and all other lawful action as Beneficiary may instruct Trustee to take to protect or enforce Beneficiary's rights hereunder. Trustee shall not be personally liable in case of entry by Trustee, or anyone entering by virtue of the powers herein granted to Trustee, upon the Property for debts contracted for or liability or damages incurred in the management or operation of the Property. Trustee shall have the right to rely on any instrument, document, or signature authorizing or supporting any action taken or proposed to be taken by Trustee hereunder, believed by Trustee in good faith to be genuine. Trustee shall be entitled to reimbursement for expenses incurred by Trustee in the performance of Trustee's duties hereunder and to reasonable compensation for such of Trustee's services hereunder as shall be rendered. BORROWER WILL, FROM TIME TO TIME, PAY THE COMPENSATION DUE TO TRUSTEE HEREUNDER AND REIMBURSE TRUSTEE FOR, AND INDEMNIFY AND HOLD HARMLESS TRUSTEE AGAINST, ANY AND ALL LIABILITY AND EXPENSES WHICH MAY BE INCURRED BY TRUSTEE IN THE PERFORMANCE OF TRUSTEE'S DUTIES.

(d) All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by applicable law) and Trustee shall be under no liability for interest on any moneys received by Trustee hereunder.

(e) Should any deed, conveyance, or instrument of any nature be required from Borrower by any Trustee or substitute Trustee to more fully and certainly vest in and confirm to the Trustee or substitute Trustee such estates, rights, powers, and duties, then, upon request by the Trustee or substitute Trustee, any and all such deeds, conveyances and instruments shall be made, executed, acknowledged, and delivered and shall be caused to be recorded and/or filed by Borrower.

(f) By accepting or approving anything required to be observed, performed, or fulfilled or to be given to Trustee pursuant to the Loan Documents, including without limitation, any deed, conveyance, instrument, officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey, appraisal, or insurance policy, Trustee shall not be deemed to have warranted, consented to, or affirmed the sufficiency, legality, effectiveness, or legal effect of the same, or of any term, provision, or condition thereof, and such acceptance or approval thereof shall not be or constitute any warranty or affirmation with respect thereto by Trustee.

(g) Without affecting the liability of any person, including Borrower, for the payment of any indebtedness secured hereby, including such indebtedness as may be due at the time of or after full reconveyance, or the lien of this Deed of Trust upon any remainder of the
Property for the full amount of any indebtedness then or thereafter secured hereby, or the rights or powers of Beneficiary or Trustee with respect to the remainder of the Property (other than any person or property specifically released by Beneficiary), Beneficiary or Trustee (if so requested by Beneficiary, from time to time, without liability therefor, and without notice to Borrower, upon written request of Beneficiary and presentation of this Deed of Trust and the Loan Agreement or other agreement secured hereby, together with payment for any fees of Trustee therefor), may do any one or more of the following: (i) release any indebtedness; (ii) extend the time or otherwise alter the terms of payment of such indebtedness; (iii) accept additional security; (iv) substitute or release any property securing such indebtedness; (v) reconvey all or any part of such property; (vi) consent to the making of any map or plat thereof; (vii) join in granting any easement thereon; or (viii) join in any extension agreement or any agreement subordinating or otherwise affecting the lien or charge hereof.

(h) Trustee’s Address. For purposes of notices, the address of Trustee shall be as set forth below; provided, however, Trustee shall have the right to change its address for notices hereunder to any other location within the continental United States by the giving of thirty (30) days’ notice to Beneficiary and Borrower.

Trustee’s Address: Chicago Title Company
455 Market Street, Suite 2100
San Francisco, California 94105
Attention: Maria Santos
Telephone: (415) 291-5180

All notices, certificates, requests, demands and other communications to Trustee provided for hereunder shall be in writing and shall be (a) personally delivered; (b) sent by registered class United States mail; (c) sent by overnight courier of national reputation; or (d) transmitted by telecopy, in each case addressed to the Trustee at its address as set forth above and, if telecopied, transmitted to Trustee at its telecopier number set forth above and confirmed by telephone at the telephone number set forth below, or at such other address or telecopier number as may hereafter be designated by Trustee in a written notice to the party giving such notice complying as to delivery with the terms of Section 11.3 hereof. All such notices, requests, demands and other communications shall be deemed to have been given on (i) the date received if personally delivered, (ii) when deposited in the mail if delivered by mail, (iii) the date sent if sent by overnight courier or (iv) the date of transmission if delivered by telecopy.

12.4 Compensation; Exculpation; Indemnification.

(a) Borrower shall pay Trustee’s fees and reimburse Trustee for expenses in the administration of this trust, including attorneys’ fees. Borrower shall pay to Beneficiary reasonable compensation for services rendered concerning this Deed of Trust, including without limit a fee as may be authorized under Section 2943 of the Civil Code of California for furnishing each statement of obligation. Beneficiary shall not be directly or indirectly liable to Borrower or any other person as a consequence of (i) the exercise of the rights, remedies or powers granted to Beneficiary in this Deed of Trust; (ii) the failure or refusal of Beneficiary to perform or discharge any obligation or liability of Borrower under any agreement related to the Property or under this Deed of Trust; or (iii) any loss sustained by Borrower or any third party.
resulting from Beneficiary’s failure (whether by malfeasance, nonfeasance or refusal to act) to lease the Property after an Event of Default or from any other act or omission (regardless of whether same constitutes negligence) of Beneficiary in managing the Property after an Event of Default (unless the loss is caused by the gross negligence or willful misconduct of Beneficiary) and no such liability shall be asserted against or imposed upon Beneficiary, and all such liability is hereby expressly waived and released by Borrower.

(b) BORROWER INDEMNIFIES TRUSTEE, AUTHORITY AND FRB AGAINST, AND HOLDS TRUSTEE, AUTHORITY AND FRB HARMLESS FROM, ALL LOSSES, DAMAGES, LIABILITIES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, COURT COSTS, ATTORNEYS’ FEES AND OTHER LEGAL EXPENSES, COST OF EVIDENCE OF TITLE, COST OF EVIDENCE OF VALUE, AND OTHER EXPENSES WHICH EITHER MAY SUFFER OR INCUR: (i) BY REASON OF THIS DEED OF TRUST; (ii) BY REASON OF THE EXECUTION OF THIS DEED OF TRUST OR IN PERFORMANCE OF ANY ACT REQUIRED OR PERMITTED HEREUNDER OR BY LAW; (iii) AS A RESULT OF ANY FAILURE OF BORROWER TO PERFORM BORROWER’S OBLIGATIONS; OR (iv) BY REASON OF ANY ALLEGED OBLIGATION OR UNDERTAKING ON BENEFICIARY’S PART TO PERFORM OR DISCHARGE ANY OF THE REPRESENTATIONS, WARRANTIES, CONDITIONS, COVENANTS OR OTHER OBLIGATIONS CONTAINED IN ANY OTHER DOCUMENT RELATED TO THE PROPERTY AND COLLATERAL; PROVIDED, HOWEVER, BORROWER SHALL NOT INDEMNIFY BENEFICIARY FOR THE CONSEQUENCES OF BENEFICIARY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE ABOVE OBLIGATION OF BORROWER TO INDEMNIFY AND HOLD HARMLESS TRUSTEE, AUTHORITY AND FRB SHALL SURVIVE THE PAYMENT, RELEASE AND CANCELLATION OF THE INDEBTEDNESS AND OBLIGATIONS AND THE RELEASE AND RECONVEYANCE OR PARTIAL RELEASE AND RECONVEYANCE OF THIS DEED OF TRUST.

(c) Borrower shall pay all amounts and indebtedness arising under this Section immediately upon demand by Trustee or Beneficiary, as applicable, together with interest thereon from the date the indebtedness arises at the rate of interest then applicable to the principal balance of the Borrower Loan as specified in the Loan Agreement.

12.5 Substitution of Trustees. From time to time, by a writing, signed and acknowledged by Beneficiary and recorded in the Office of Recorder of the County in which the Property is located, Beneficiary may appoint another trustee to act in the place and stead of Trustee or any successor. Such writing shall set forth any information required by law. The recordation of such instrument of substitution shall discharge Trustee herein named and shall appoint the new trustee as the trustee hereunder with the same effect as if originally named Trustee herein. A writing recorded pursuant to the provisions of this Section shall be conclusive proof of the proper substitution of such new Trustee. Any Trustee, individually, may exercise all powers granted to Trustees collectively; without the necessity of the joinder of the other Trustees.

12.6 Assessments and Community Facilities Districts. Without Beneficiary’s prior written consent, Borrower shall not cause or suffer to become effective or otherwise consent to
the formation of any assessment district or community facilities district which includes all or any part of the Property pursuant to: (i) contractual agreements among property owners and/or other governmental or quasi-governmental agencies or political subdivisions or districts, or other entity providing such community facilities; or (ii) any state, county or municipal ordinance, law, regulation or statute, including, without limitation, the Mello-Roos Community Facilities Act of 1982, the Municipal Improvement Act of 1913, or any other comparable or similar statute or regulation. Nor shall Borrower cause or otherwise consent to the levying of special taxes or assessments against the Property by any such assessment district or community facilities district. This Section shall not be construed to prohibit Borrower’s membership in a property owner’s association which is listed as one of the Permitted Encumbrances.

12.7 Reserved.

12.8 Condemnation Proceeds. Borrower hereby specifically, unconditionally and irrevocably waives all rights of a property owner granted under California Code of Civil Procedure Section 1265.225(a), which provide for allocation of condemnation proceeds between a property owner and a lienholder, and any other law or successor statute of similar import.

12.9 Waiver of Jury Trial; Judicial Reference Agreement. To the fullest extent permitted by law, Borrower HEREBY WAIVES ITS RIGHT TO TRIAL BY JURY in any action, proceeding and/or hearing (hereinafter, a “Claim”) on any matter whatsoever arising out of, or in any way connected with, the Borrower Loan, this Deed of Trust or any of the Loan Documents, or the enforcement of any remedy under any law, statute, or regulation in connection therewith. Borrower will not seek to consolidate any such action in which a jury has been waived, with any other action in which a jury trial cannot or has not been waived. Borrower represents and warrants that: (i) it has received the advice of counsel with respect to this waiver of trial by jury, (ii) this waiver of trial by jury is made knowingly and voluntarily, and (iii) no person on behalf of Borrower has made any representation of fact to induce this waiver of trial by jury. Beneficiary is hereby authorized to file this document with the clerk or judge of any court of competent jurisdiction as a statutory written consent to waiver of trial by jury by Borrower.

(a) Claims Subject to Judicial Reference Agreement; Conduct of Reference. In the event the jury trial waiver provisions set forth above are not permitted for any reason and Borrower fails to waive jury trial, Beneficiary and Borrower hereby agree: (i) each Claim (as defined in this Section 12.9) shall be determined by a consensual general judicial reference (the “Reference”) pursuant to the provisions of Section 638 et seq. of the California Code of Civil Procedure, as such statutes may be amended or modified from time to time; (ii) upon a written request, or upon an appropriate motion by Beneficiary or Borrower, any pending action relating to any Claim and every Claim shall be heard by a single Referee (as defined below) who shall then try all issues (including any and all questions of law and questions of fact relating thereto), and issue findings of fact and conclusions of law and report a statement of decision. The Referee’s statement of decision will constitute the conclusive determination of the Claim. Beneficiary and Borrower agree that the Referee shall have the power to issue all legal and equitable relief appropriate under the circumstances before the Referee; (iii) Beneficiary and Borrower shall promptly and diligently cooperate with one another and the Referee, and shall perform such acts as may be necessary to obtain prompt and expeditious resolution of all Claims.
in accordance with the terms of this Section 12.9; (iv) Beneficiary or Borrower may file the
Referee's findings, conclusions and statement with the clerk or judge of any appropriate court,
file a motion to confirm the Referee's report and have judgment entered thereon. If the report is
deemed incomplete by such court, the Referee may be required to complete the report and
resubmit it; (v) Beneficiary and Borrower will each have such rights to assert such objections as
are set forth in Section 638 et seq. of the California Code of Civil Procedure; and (vi) all
proceedings shall be closed to the public and confidential, and all records relating to the
Reference shall be permanently sealed when the order thereon becomes final.

(b) **Selection of Referee: Powers.** Beneficiary and Borrower shall select a
single neutral referee (the “Referee”), who shall be a retired judge or justice of the courts of the
State of California, or a federal court judge, in each case, with at least ten years of judicial
experience in civil matters. The Referee shall be appointed in accordance with Section 638 of
the California Code of Civil Procedure (or pursuant to comparable provisions of federal law if
the dispute falls within the exclusive jurisdiction of the federal courts). If within ten (10) days
after the request or motion for the Reference, Beneficiary and Borrower cannot agree upon a
Referee, either Beneficiary or Borrower may request or move that the Referee be appointed by
the Presiding Judge of the Marin County Superior Court or of the U.S. District Court for the
Northern District of California. The Referee shall determine all issues relating to the
applicability, interpretation, legality and enforceability of this Section 12.9.

(c) **Provisional Remedies, Self-Help and Foreclosure.** No provision of this
Section 12.9 shall limit the right of either Beneficiary or Borrower, as the case may be, to
(i) exercise such self-help remedies as might otherwise be available under applicable law,
(ii) initiate judicial or non-judicial foreclosure against any real or personal property collateral,
(iii) exercise any judicial or power of sale rights, or (iv) obtain or oppose provisional or ancillary
remedies, including without limitation, injunctive relief, writs of possession, the appointment of
a receiver, and/or additional or supplementary remedies from a court of competent jurisdiction
before, after or during the pendency of the Reference. The exercise of, or opposition to, any such
remedy does not waive the right of Beneficiary or Borrower to the Reference pursuant to this
Section 12.9.

(d) **Costs and Fees.** Promptly following the selection of the Referee,
Beneficiary and Borrower shall each advance equal portions of the estimated fees and costs of
the Referee. In the statement of decision issued by the Referee, the Referee shall award costs,
including reasonable attorneys' fees, to the prevailing party, if any, and may order the Referee's
fees to be paid or shared by Borrower and/or Beneficiary in such manner as the Referee deems
just.

[The remainder of this page intentionally left blank.]
IN WITNESS WHEREOF, Borrower has signed this Deed of Trust as of the date and year first written above.

BORROWER:

San Domenico School,
a California nonprofit public benefit corporation

By: [Signature]
Name: David Wise
Its: Chief Financial Officer
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 Dec 12, 2016, before me, Teresa Anne Notari, Notary Public, personally appeared David Wise, 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 Teresa Anne Notari, Notary Public

FOR NOTARY STAMP

TERESA ANNE NOTARI
Commission # 2031535
Notary Public - California
Marin County
My Comm. Expires Jul 26, 2017
EXHIBIT A

LEGAL DESCRIPTION

For APN/Parcel ID(s): 176-300-30 and 176-300-24

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF MARIN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:


EXCEPTING THEREFROM THAT PORTION AS CONVEYED IN THE DEED FORM SAN DOMENICO SCHOOL FOR GIRLS, A CORPORATION FORMERLY KNOWN AS DOMINICAN CONVENT OF SAN RAFAEL, A CORPORATION TO KENNETH PAGANINI, ET AL, RECORDED NOVEMBER 07, 1994 AS INSTRUMENT NO. 94-078005 AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTHERLY LINE OF PARCEL 1, AS IT IS SHOWN UPON THAT CERTAIN MAP ENTITLED, “LANDS OF THE SAN DOMENICO SCHOOL FOR GIRLS, 1370 O.R. 49 1545 O.R. 470, BEING A PORTION OF THE RANCHO CANADA DE HERRERA, COUNTY OF MARIN, CALIFORNIA, DATED JANUARY 1984”, FILED FOR RECORD JULY 11, 1984 IN BOOK 22 OF PARCEL MAPS, AT PAGE 19, MARIN COUNTY RECORDS, AT THE INTERSECTION OF THE COURSES THEREON, SOUTH 78° 30’ 00” WEST, 280.00 FEET AND SOUTH 74° 00’ EAST, 45.00 FEET; THEN ALONG SAID LINE, SOUTH 78° 30’ 00” WEST, 280.00 FEET, TO THE WESTERN MOST POINT COMMON TO PARCEL 1 AND PARCEL 4 OF SAID MAP; THEN ALONG THE WESTERLY LINE OF PARCEL 4, NORTH 6° 51’ 00” EAST, 18.27 FEET AND NORTH 11° 46’ 30” EAST, 18.32 FEET; THEN LEAVING SAID LINE, NORTH 88° 15’ 35” EAST, 86.04 FEET; THEN NORTH 84° 38’ 06” EAST, 183.27 FEET TO THE POINT OF BEGINNING.

APN: 176-300-30.

PARCEL TWO:

BEGINNING AT A POINT WHICH BEARS SOUTH 54° 02’ 30” WEST 170.56 FEET FROM AN ANGLE POINT IN THE SOUTHWESTERNLY BOUNDARY LINE OF THE GOLF COURSE TRACT FORMED BY THE INTERSECTION OF THE TWO COURSES “NORTH 27° 47” WEST 261.934 FEET AND NORTH 62° 42’ 30” WEST 218.34 FEET”, AS SAID
GOLF COURSE TRACT IS DESCRIBED IN THAT CERTAIN LEASE FROM SAN ANSELMO HOLDING COMPANY, A CORPORATION, TO H. A. WILLARD, RECORDED JUNE 11, 1937 IN BOOK 341 OF OFFICIAL RECORDS, AT PAGE 199, MARIN COUNTY RECORDS, AND RUNNING THENCE SOUTH 54° 02' 30" WEST 231.6 FEET AND SOUTH 20° 17' WEST 200.00 FEET, THENCE NORTH 79° 40' WEST 451.89 FEET, THENCE NORTH 22° 03' EAST 470.63 FEET, SOUTH 81° 06' 20" EAST 219.92 FEET TO THE CENTER OF A 40.00 FOOT ROAD RIGHT OF WAY; THENCE ALONG THE CENTER LINE OF SAID ROAD RIGHT OF WAY, SOUTH 57° 40' 30" EAST 201.03 FEET AND SOUTH 70° 01' 30" EAST 147.55 FEET TO THE POINT OF BEGINNING.

APN: 176-300-24

PARCEL THREE:

AN EASEMENT FOR ROADWAY AND UTILITY PURPOSES OVER A STRIP OF LAND HAVING A UNIFORM WIDTH OF 40 FEET, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE COURSES SET FORTH AS "SOUTH 84° 35' EAST 162.72 FEET" AND "NORTH 10° 25" WEST 20.79 FEET" IN THE DEED FROM H.A. WILLARD, ET UX, TO THE PRESBYTERY OF THE REDWOODS, A RELIGIOUS CORPORATION, RECORDED NOVEMBER 18, 1955 IN BOOK 987 OF OFFICIAL RECORDS, AT PAGE 481, MARIN COUNTY RECORDS; RUNNING THENCE ALONG THE EXTERIOR LINES OF THE PARCEL OF LAND DESCRIBED IN SAID DEED. NORTII 84° 35' WEST 162.72 FEET AND NORTH 49° 14' WEST 106.77 FEET TO A POINT, THENCE LEAVING SAID EXTERIOR LINE AND RUNNING IN A GENERAL NORTHWESTERLY DIRECTION TO THE MOST SOUTHERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM H.A. WILLARD, ET UX, TO A.G. RAISCH, ET UX, RECORDED MAY 25, 1950 IN BOOK 644 OF OFFICIAL RECORDS, AT PAGE 473; RUNNING THENCE ALONG THE SOUTHWESTERLY LINE THEREOF, NORTH 38° 37' 30" WEST 148.64 FEET, NORTH 27°01' 30" WEST 85.299 FEET AND NORTH 70° 01' 30" WEST 58.86 FEET TO THE MOST EASTERLY CORNER OF PARCEL TWO HEREFIN DESCRIBED.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDARIES OF PARCEL ONE ABOVE.

PARCEL FOUR:

AN EASEMENT FOR 40 FEET WIDE LYING SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINES:

BEGINNING AT THE POINT OF INTERSECTION OF THE COURSES SET FORTH AS "NORTH 10° 25' WEST 20.79 FEET" AND "NORTH 40° 33' WEST 378.105 FEET" IN THE DEED FROM H. A. WILLARD, ET UX, TO THE PRESBYTERY OF THE REDWOODS, A RELIGIOUS CORPORATION, RECORDED NOVEMBER 18, 1955 IN BOOK 987 OF OFFICIAL RECORDS, AT PAGE 481, MARIN COUNTY RECORDS, RUNNING THENCE NORTH 63°45' EAST 132.978 FEET, NORTH 80° 30' EAST 103.07 FEET, SOUTH 77° 10'
EAST 202.05 FEET, SOUTH 38° 13' EAST 198.593 FEET, SOUTH 4° 20' 30" WEST 95.547 
FEET, SOUTH 11° 46' 30" WEST 135.56 FEET, SOUTH 6° 51' EAST 94.27 FEET, SOUTH 
58° 54' EAST 89.53 FEET, SOUTH 27° 56' 30" EAST 82.25 FEET, SOUTH 10° 22' EAST 
139.15 FEET, SOUTH 45° 13' EAST 141.48 FEET AND SOUTH 84° 01' 30" EAST 131.066 
FEET TO A POINT ON THE WESERTLY LINE OF BUTTERFIELD ROAD.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED IN THE QUITCLAIM DEED 
FROM SAN DOMENICO SCHOOL, A NON-PROFIT CORPORATION TO FRANK J. 
BERTO AND CONSTANCE B. BERTO, TRUSTEES OF THE BERTO FAMILY TRUST, 
RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION AS CONVEYED IN THE QUITCLAIM 
DEED FROM SAN DOMENICO SCHOOL, A NON-PROFIT CORPORATION TO SAMUEL 
DOCTORS, ET AL, RECORDED OCTOBER 29, 2004 AS INSTRUMENT NO. 2004- 
0092657, MARIN COUNTY RECORDS.

PARCEL FIVE:

A NON-EXCLUSIVE EASEMENT FOR EQUESTRIAN TRAIL PURPOSES ACROSS 
PARCELS 1 AND 2 AS SHOWN UPON THAT CERTAIN PARCEL MAP ENTITLED, 
"LANDS OF THE SAN DOMENICO SCHOOL FOR GIRLS 1370 O.R. 49, 1545 O.R. 470, 
BEING A PORTION OF THE RANCHO CANADA DE HERRERA, COUNTY OF MARIN, 
CALIFORNIA, DATED JANUARY 1984", FILED FOR RECORD JULY 11, 1984 IN BOOK 
22 OF PARCEL MAPS, AT PAGE 19, MARIN COUNTY RECORDS.

PARCEL SIX:

A NON-EXCLUSIVE EASEMENT FOR EQUESTRIAN PURPOSES, AS FOLLOWS:

BEGINNING AT THE WESTERNMOST POINT COMMON TO PARCEL 1 AND PARCEL 4 
AS SHOWN UPON THAT CERTAIN PARCEL MAP ENTITLED "LANDS OF THE SAN 
DOMENICO SCHOOL FOR GIRLS 1370 O.R. 49, 1545 O.R. 470, BEING A PORTION OF 
THE RANCHO CANADA DE HERRERA, COUNTY OF MARIN, CALIFORNIA, DATED 
JANUARY 1984", FILED FOR RECORD JULY 11, 1984 IN BOOK 22 OF PARCEL MAPS, 
AT PAGE 19, MARIN COUNTY RECORDS; THENCE ALONG THE NORTHERLY LINE 
OF PARCEL 1, NORTH 78° 30' 00" EAST, 77.40 FEET TO THE TRUE POINT OF 
BEGINNING; THENCE NORTH 26° 00' EAST, 25.71 FEET; THENCE NORTH 88° 15' 35" 
EAST, 4.80 FEET; THENCE NORTH 84° 38' 06" EAST, 6.73 FEET; THENCE SOUTH 26° 
00' WEST, 23.78 FEET TO THE NORTHERLY LINE OF PARCEL 1; THENCE SOUTH 78° 
30' 00" WEST, 12.60 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL SEVEN:

A NON-EXCLUSIVE EASEMENT FOR DRAINAGE PURPOSES, AS FOLLOWS:

BEGINNING AT THE WESTERNMOST POINT COMMON TO PARCEL 1 AND PARCEL 4 
AS SHOWN UPON THAT CERTAIN PARCEL MAP ENTITLED, "LANDS OF THE SAN
DOMENICO SCHOOL FOR GIRLS 1370 O.R. 49, 1545 O.R. 470, BEING A PORTION OF THE RANCHO CANADA DE HERRERA, COUNTY OF MARIN, CALIFORNIA, DATED JANUARY 1984”, FILED FOR RECORD JULY 11, 1984 IN BOOK 22 OF PARCEL MAPS, AT PAGE 19, MARIN COUNTY RECORDS; THENCE ALONG THE NORTHERLY LINE OF PARCEL 1, NORTH 78° 30’ 00” EAST, 90.00 FEET; THENCE NORTH 26° 00’ EAST 23.78 FEET; THENCE SOUTH 84° 38’ 06” WEST, 6.73 FEET; THENCE SOUTH 83° 15’ 35” WEST, 86.04 FEET TO THE WESTERLY LINE OF PARCEL 4; THENCE ALONG SAID LINE, SOUTH 11° 46’ 30” WEST, 18.32 FEET AND SOUTH 6° 51’ 00” WEST, 18.27 FEET, TO THE POINT OF BEGINNING.

PARCEL EIGHT:

A NON-EXCLUSIVE EASEMENT FOR PUBLIC UTILITIES AS FOLLOWS:

BEGINNING ON THE NORTHERLY LINE OF PARCEL 1 AS SHOWN UPON THAT CERTAIN PARCEL MAP ENTITLED, “LANDS OF THE SAN DOMENICO SCHOOL FOR GIRLS 1370 O.R. 49, 1545 O.R. 470, BEING A PORTION OF THE RANCHO CANADA DE HERRERA, COUNTY OF MARIN, CALIFORNIA, DATED JANUARY 1984”, FILED FOR RECORD JULY 11, 1984 IN BOOK 22 OF PARCEL MAPS, AT PAGE 19, MARIN COUNTY RECORDS AT THE INTERSECTION OF THE COURSES THEREON SOUTH 78° 30’ 00” WEST, 280.00 FEET AND SOUTH 74° 00’ EAST, 45.00 FEET; THENCE ALONG SAID LINE, SOUTH 78° 30’ 00” WEST, 6.39 FEET; THENCE LEAVING SAID LINE, NORTH 27° 00’ EAST 0.81 FEET; THENCE NORTH 84° 38’ 06” EAST, 5.92 FEET, TO THE POINT OF BEGINNING.

PARCEL NINE:

AN EASEMENT FOR ROAD AND UTILITY PURPOSES OVER THE FOLLOWING DESCRIBED PARCELS:

A STRIP OF LAND BEING 40 FEET IN WIDTH, LYING NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE WESTERN CORNER OF THE PROPERTY DESCRIBED IN THAT CERTAIN DEED TO E. KENT SIBBALD AND MAXINE H. SIBBALD, HIS WIFE, AND JOHN P. SIBBALD AND EILEEN SIBBALD, HIS WIFE, RECORDED NOVEMBER 8, 1955 IN BOOK 984, OFFICIAL RECORDS, PAGE 557, MARIN COUNTY RECORDS, SAID POINT BEING LOCATED ON THE NORTHERN LINE OF LOT 10, AS SHOWN ON THE MAP OF SLEEPY HOLLOW HEIGHTS UNIT ONE, RECORDED JANUARY 13, 1955 IN BOOK 8 OF MAPS AT PAGE 37. MARIN COUNTY RECORDS, AND BEING LOCATED AT A POINT THAT IS FOLLOWING COURSES AND DISTANCES FROM THE NORTHEASTERLY CORNER OF LOT 13, AS SHOWN ON SAID TRACT NORTH 57° 20’ 20” WEST 359.393 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS SOUTH 32° 39’ 48” WEST AND WHERE THE RADIUS IS 190 FEET, AN ARC DISTANCE OF 120 FEET TO THE ACTUAL POINT OF BEGINNING: THENCE FROM SAID POINT OF BEGINNING, CONTINUING ALONG THE NORTHERN LINE OF LOT 10 AND ALONG THE ARC OF SAID CURVE TO THE LEFT, AN ARC
DISTANCES OF 43.482 FEET, THENCE CONTINUING ALONG THE NORTHERLY LINE OF LOT 10, ON A CURVE TO THE LEFT, WHOSE RADIUS IS 40 FEET, AN ARC DISTANCE OF 46.073 FEET TO THE NORTHERLY LINE OF CRANE DRIVE, AS SHOWN ON SAID MAP OF SLEEPY HOLLOW HEIGHTS UNIT ONE.

SAID STRIP TO EXTEND FOR ITS FULL WIDTH FROM A POINT THAT BEARS NORTH 4° 04' EAST FROM THE ACTUAL POINT OF BEGINNING OF THE ABOVE DESCRIBED LINE TO A POINT ON THE NORTHERLY LINE OF CRANE DRIVE, WHICH POINT BEARS SOUTH 64° WEST 56.59 FEET FROM THE SOUTHERLY TERMINUS OF THE ABOVE DESCRIBED LINE.

PARCEL TEN:

AN EASEMENT FOR ROAD AND UTILITY PURPOSES OVER THE FOLLOWING DESCRIBED PARCELS:

ALL THAT PORTION OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO GEORGE ERIC LUNN, ET AL., RECORDED JUNE 15, 1956, IN BOOK 1035 OFFICIAL RECORDS, PAGE 319, MARIN COUNTY RECORDS, LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF THE PROPERTY DESCRIBED IN THE ABOVE DEED, SAID POINT BEING NORTH 79° 28' WEST 60 FEET FROM THE MOST SOUTHEASTERN TERMINUS OF THE COURSE SET FORTH IN THE ABOVE REFERENCED DEED AS "NORTH 79° 28' WEST 288.7 FEET"; THENCE FROM SAID POINT OF BEGINNING, SOUTH 4° 04 WEST TO A POINT ON THE NORTHWESTERN LINE OF THE 40 FOOT STRIP DESCRIBED IN PARCEL NINE ABOVE.

PARCEL ELEVEN:


PARCEL TWELVE:

ASSIGNMENT AGREEMENT

This Assignment Agreement (this “Assignment Agreement”) is made as of December 1, 2016 and effective as of December 21, 2016, by and between the California Enterprise Development Authority, a public entity duly organized and validly existing under the laws of the State of California (“Assignor”), and First Republic Bank, a California corporation (“Assignee”), with respect to the following Recitals:

WITNESSETH:

A. Assignor has entered into that certain Master Loan Agreement, dated as of December 1, 2016 (the “Loan Agreement”), by and among the Assignor, the Assignee and San Domenico School, a California nonprofit public benefit corporation (the “Borrower”), pursuant to which Assignor has undertaken to loan the proceeds of the Authority Loan (as defined in the Loan Agreement) to the Borrower to finance the cost of acquisition, construction, installation, renovation and equipping of certain real property described on Exhibit A attached hereto.

B. Assignor desires to transfer and assign to Assignee, and Assignee desire to assume from Assignor, all of Assignor’s right, title, interest and obligation in, to and under the following documents (collectively, the “Assigned Documents”):

1. Deed of Trust with Assignment of Leases and Rents, Security Agreement and Financing Statement (Tax-Exempt), dated as of December 1, 2016 and effective as of December 21, 2016, by the Borrower for the benefit of Assignor and the other beneficiaries named therein, being recorded concurrently herewith. Instrument 2016-0059941 Recorded date 12/21/2016.

2. The unrecorded Security Agreement, dated as of December 1, 2016, by the Borrower for the benefit of the Assignor.

3. The unrecorded Environmental Indemnity Agreement, dated as of December 1, 2016, by the Borrower, in favor of Assignor.
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

AGREEMENT

1. Assignment. Assignor hereby grants, sells, conveys, transfers and assigns unto Assignee all of Assignor’s right, title, interest and obligation in, to and under the Assigned Documents.

Assignor hereby covenants and warrants to Assignee that Assignor has not previously transferred or assigned its right, title or interest in, to or under the Assigned Documents, or any portion thereof, to any third party.

2. Assumption. Assignee hereby accepts the foregoing assignment and hereby assumes each and all of the obligations of Assignor under the Assigned Documents from and after the date of this Assignment Agreement.

3. Further Assurances. Assignor hereby covenants that it will, at any time and from time to time upon written request therefor, at Assignee’s sole expense and without the assumption of any additional liability of Assignor therefor, execute and deliver to Assignee, and their successors and assigns, any new or confirmatory instruments and take such further acts as Assignee may reasonably request to fully evidence the assignment contained herein and to enable Assignee, and their successors and assigns, to fully realize and enjoy the rights and interest assigned hereby.

4. Successors and Assigns. The provisions of this Assignment Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Counterparts. This Assignment Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Assignment Agreement attached thereto.

6. Governing Law. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to any choice of law provisions thereof. This Assignment Agreement shall be enforceable in the State of California, and any action arising out of this Assignment Agreement shall be filed and maintained in Sacramento County, California, unless Assignor waives this requirement.
IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Assignment Agreement as of the date first above written.

ASSIGNOR:

CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY

By: 

Gurbax Sahota, Chair of the Board of Directors

ASSIGNEE:

FIRST REPUBLIC BANK

By: 

Jodi L. Gee, Manager, Commercial Lending Services

[Signature Page to San Domenico School Assignment Agreement]
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 SACRAMENTO

On 12/15/2010 before me, M. NONG, NOTARY PUBLIC, personally appeared Gurbax Sahota 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.

M. NONG
Commission # 2071853
Notary Public - California
Sacramento County
My Comm. Expires Jun 19, 2018
IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Assignment Agreement as of the date first above written.

ASSIGNOR:

CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY

Signed in counterpart.

By: ___________________________
    Gurbax Sahota, Chair of the Board of Directors

ASSIGNEE:

FIRST REPUBLIC BANK

By: ___________________________
    Jodi L. Gee, Manager, Commercial Lending Services

[Signature Page to San Domenico School Assignment Agreement]
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 San Francisco

On December 16th, 2016 before me, Britt Muller, Notary Public, personally appeared Sodi Lee 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.

BRITT MULLER
Notary Public - California
San Francisco County
Commission # 2159415
My Comm. Expires Jul 9, 2020
EXHIBIT A

LEGAL DESCRIPTION

For APN/Parcel ID(s): 176-300-30 and 176-300-24

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF MARIN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:


EXCEPTING THEREFROM THAT PORTION AS CONVEYED IN THE DEED FORM SAN DOMENICO SCHOOL FOR GIRLS, A CORPORATION FORMERLY KNOWN AS DOMINICAN CONVENT OF SAN RAFAEL, A CORPORATION TO KENNETH PAGANINI, ET AL, recorder NOVEMBER 07, 1994 AS INSTRUMENT NO. 94-078005 AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTHERLY LINE OF PARCEL 1, AS IT IS SHOWN UPON THAT CERTAIN MAP ENTITLED, "LANDS OF THE SAN DOMENICO SCHOOL FOR GIRLS, 1370 O.R. 49 1545 O.R. 470, BEING A PORTION OF THE RANCHO CANADA DE HERRERA, COUNTY OF MARIN, CALIFORNIA, DATED JANUARY 1984", FILED FOR RECORD JULY 11, 1984 IN BOOK 22 OF PARCEL MAPS, AT PAGE 19, MARIN COUNTY RECORDS, AT THE INTERSECTION OF THE COURSES THEREON, SOUTH 78° 30' 00" WEST, 280.00 FEET AND SOUTH 74° 00' EAST, 45.00 FEET; THENCE ALONG SAID LINE, SOUTH 78° 30' 00" WEST, 280.00 FEET, TO THE WESTERN MOST POINT COMMON TO PARCEL 1 AND PARCEL 4 OF SAID MAP; THENCE ALONG THE WESTERLY LINE OF PARCEL 4, NORTH 6° 51' 00" EAST, 18.27 FEET AND NORTH 11° 46' 30"

EAST, 18.32 FEET; THENCE LEAVING SAID LINE, NORTH 88° 15' 35" EAST, 86.04 FEET; THENCE NORTH 84° 38' 06" EAST, 183.27 FEET TO THE POINT OF BEGINNING

APN: 176-300-30.

PARCEL TWO:

BEGINNING AT A POINT WHICH BEARS SOUTH 54° 02' 30" WEST 170.56 FEET FROM AN ANGLE POINT IN THE SOUTHWESTERLY BOUNDARY LINE OF THE GOLF COURSE TRACT FORMED BY THE INTERSECTION OF THE TWO COURSES "NORTH 27° 47" WEST 261.934 FEET AND NORTH 62° 42' 30" WEST 218.84 FEET", AS SAID GOLF COURSE TRACT IS DESCRIBED IN THAT CERTAIN LEASE FROM SAN
ANSELMO HOLDING COMPANY, A CORPORATION, TO H. A. WILLARD, RECORDED JUNE 11, 1937 IN BOOK 341 OF OFFICIAL RECORDS, AT PAGE 199, MARIN COUNTY RECORDS, AND RUNNING THENCE SOUTH 54° 02' 30" WEST 231.6 FEET AND SOUTH 20° 17' WEST 200.00 FEET, THENCE NORTH 79° 40' WEST 451.89 FEET, THENCE NORTH 22° 03' EAST 470.63 FEET, SOUTH 81° 06' 20" EAST 219.92 FEET TO THE CENTER OF A 40.00 FOOT ROAD RIGHT OF WAY; THENCE ALONG THE CENTER LINE OF SAID ROAD RIGHT OF WAY, SOUTH 57° 40' 30" EAST 201.03 FEET AND SOUTH 70° 01' 30" EAST 147.55 FEET TO THE POINT OF BEGINNING.

APN: 176-300-24

PARCEL THREE:

AN EASEMENT FOR ROADWAY AND UTILITY PURPOSES OVER A STRIP OF LAND HAVING A UNIFORM WIDTH OF 40 FEET, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE COURSES SET FORTH AS "SOUTH 84° 35' EAST 162.72 FEET" AND "NORTH 10° 25" WEST 20.79 FEET" IN THE DEED FROM H.A. WILLARD, ET UX, TO THE PRESBYTERY OF THE REDWOODS, A RELIGIOUS CORPORATION, RECORDED NOVEMBER 18, 1955 IN BOOK 987 OF OFFICIAL RECORDS, AT PAGE 481, MARIN COUNTY RECORDS; RUNNING THENCE ALONG THE EXTERIOR LINES OF THE PARCEL OF LAND DESCRIBED IN SAID DEED. NORTH 84° 35' WEST 162.72 FEET AND NORTH 49° 14' WEST 106.77 FEET TO A POINT, THENCE LEAVING SAID EXTERIOR LINE AND RUNNING IN A GENERAL NORTHWESTERLY DIRECTION TO THE MOST SOUTHERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM H.A. WILLARD, ET UX, TO A.G. RAISCH, ET UX, RECORDED MAY 25, 1950 IN BOOK 644 OF OFFICIAL RECORDS, AT PAGE 473; RUNNING THENCE ALONG THE SOUTHWESTERLY LINE THEREOF, NORTH 38° 37' 30" WEST 148.64 FEET, NORTH 27°01' 30" WEST 85.299 FEET AND NORTH 70° 01' 30" WEST 58.86 FEET TO THE MOST EASTERLY CORNER OF PARCEL TWO HEREIN DESCRIBED.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDARIES OF PARCEL ONE ABOVE.

PARCEL FOUR:

AN EASEMENT FOR 40 FEET WIDE LYING SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINES:

BEGINNING AT THE POINT OF INTERSECTION OF THE COURSES SET FORTH AS "NORTH 10° 25" WEST 20.79 FEET" AND "NORTH 40° 33' WEST 378.105 FEET" IN THE DEED FROM H. A. WILLARD, ET UX, TO THE PRESBYTERY OF THE REDWOODS, A RELIGIOUS CORPORATION, RECORDED NOVEMBER 18, 1955 IN BOOK 987 OF OFFICIAL RECORDS, AT PAGE 481, MARIN COUNTY RECORDS, RUNNING THENCE NORTH 63°45' EAST 132.978 FEET, NORTH 80° 30' EAST 103.07 FEET, SOUTH 77° 10' EAST 202.05 FEET, SOUTH 38° 13' EAST 198.593 FEET, SOUTH 4° 20' 30" WEST 95.547
FEET, SOUTH 11° 46' 30" WEST 135.56 FEET, SOUTH 6° 51' EAST 94.27 FEET, SOUTH 58° 54' EAST 89.53 FEET, SOUTH 27° 56' 30" EAST 82.25 FEET, SOUTH 10° 22' EAST 139.15 FEET, SOUTH 45° 13' EAST 141.48 FEET AND SOUTH 84° 01' 30" EAST 131.056 FEET TO A POINT ON THE WESTERLY LINE OF BUTTERFIELD ROAD.


ALSO EXCEPTING THEREFROM THAT PORTION AS CONVEYED IN THE QUITCLAIM DEED FROM SAN DOMENICO SCHOOL, A NON-PROFIT CORPORATION TO SAMUEL DOCTORS, ET AL, RECORDED OCTOBER 29, 2004 AS INSTRUMENT NO. 2004-0092657, MARIN COUNTY RECORDS.

PARCEL FIVE:


PARCEL SIX:

A NON-EXCLUSIVE EASEMENT FOR EQUESTRIAN PURPOSES, AS FOLLOWS:

BEGINNING AT THE WESTERNMOST POINT COMMON TO PARCEL 1 AND PARCEL 4 AS SHOWN UPON THAT CERTAIN PARCEL MAP ENTITLED "LANDS OF THE SAN DOMENICO SCHOOL FOR GIRLS 1370 O.R. 49, 1545 O.R. 470, BEING A PORTION OF THE RANCHO CANADA DE HERRERA, COUNTY OF MARIN, CALIFORNIA, DATED JANUARY 1984", FILED FOR RECORD JULY 11, 1984 IN BOOK 22 OF PARCEL MAPS, AT PAGE 19, MARIN COUNTY RECORDS; THENCE ALONG THE NORTHERLY LINE OF PARCEL 1, NORTH 78° 30' 00" EAST, 77.40 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 26° 00' EAST, 25.71 FEET; THENCE NORTH 88° 15' 35" EAST, 4.80 FEET; THENCE NORTH 84° 38' 06" EAST, 6.73 FEET; THENCE SOUTH 26° 00' WEST, 23.78 FEET TO THE NORTHERLY LINE OF PARCEL 1; THENCE SOUTH 78° 30' 00" WEST, 12.60 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL SEVEN:

A NON-EXCLUSIVE EASEMENT FOR DRAINAGE PURPOSES, AS FOLLOWS:

BEGINNING AT THE WESTERNMOST POINT COMMON TO PARCEL 1 AND PARCEL 4 AS SHOWN UPON THAT CERTAIN PARCEL MAP ENTITLED, "LANDS OF THE SAN DOMENICO SCHOOL FOR GIRLS 1370 O.R. 49, 1545 O.R. 470, BEING A PORTION OF
THE RANCHO CANADA DE HERRERA, COUNTY OF MARIN, CALIFORNIA, DATED JANUARY 1984", FILED FOR RECORD JULY 11, 1984 IN BOOK 22 OF PARCEL MAPS, AT PAGE 19, MARIN COUNTY RECORDS; THENCE ALONG THE NORTHERLY LINE OF PARCEL 1, NORTH 78° 30' 00" EAST, 90.00 FEET; THENCE NORTH 26° 00' EAST 23.78 FEET; THENCE SOUTH 84° 38' 06" WEST, 6.73 FEET; THENCE SOUTH 83° 15' 35" WEST, 86.04 FEET TO THE WESTERLY LINE OF PARCEL 4; THENCE ALONG SAID LINE, SOUTH 11° 46' 30" WEST, 18.32 FEET AND SOUTH 6° 51' 00" WEST, 18.27 FEET, TO THE POINT OF BEGINNING.

PARCEL EIGHT:

A NON-EXCLUSIVE EASEMENT FOR PUBLIC UTILITIES AS FOLLOWS:

BEGINNING ON THE NORTHERLY LINE OF PARCEL 1 AS SHOWN UPON THAT CERTAIN PARCEL MAP ENTITLED, "LANDS OF THE SAN DOMENICO SCHOOL FOR GIRLS 1370 O.R. 49, 1545 O.R. 470, BEING A PORTION OF THE RANCHO CANADA DE HERRERA, COUNTY OF MARIN, CALIFORNIA, DATED JANUARY 1984", FILED FOR RECORD JULY 11, 1984 IN BOOK 22 OF PARCEL MAPS, AT PAGE 19, MARIN COUNTY RECORDS AT THE INTERSECTION OF THE COURSES THEREON SOUTH 78° 30' 00" WEST, 280.00 FEET AND SOUTH 74° 00' EAST, 45.00 FEET; THENCE ALONG SAID LINE, SOUTH 78° 30' 00" WEST, 6.39 FEET; THENCE LEAVING SAID LINE, NORTH 27° 00' EAST 0.81 FEET; THENCE NORTH 84° 38' 06" EAST, 5.92 FEET, TO THE POINT OF BEGINNING.

PARCEL NINE:

AN EASEMENT FOR ROAD AND UTILITY PURPOSES OVER THE FOLLOWING DESCRIBED PARCELS:

A STRIP OF LAND BEING 40 FEET IN WIDTH, LYING NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE WESTERN CORNER OF THE PROPERTY DESCRIBED IN THAT CERTAIN DEED TO E. KENT SIBBALD AND MAXINE H. SIBBALD, HIS WIFE, AND JOHN P. SIBBALD AND EILEEN SIBBALD, HIS WIFE, RECORDED NOVEMBER 8, 1955 IN BOOK 984, OFFICIAL RECORDS, PAGE 557, MARIN COUNTY RECORDS, SAID POINT BEING LOCATED ON THE NORTHERN LINE OF LOT 10, AS SHOWN ON THE MAP OF SLEEPY HOLLOW HEIGHTS UNIT ONE, RECORDED JANUARY 13, 1955 IN BOOK 8 OF MAPS AT PAGE 37, MARIN COUNTY RECORDS; AND BEING LOCATED AT A POINT THAT IS FOLLOWING COURSES AND DISTANCES FROM THE NORTHEASTERLY CORNER OF LOT 13, AS SHOWN ON SAID TRACT NORTH 57° 20' 20" WEST 359.393 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS SOUTH 32° 39' 48" WEST AND WHERE THE RADIUS IS 190 FEET, AN ARC DISTANCE OF 120 FEET TO THE ACTUAL POINT OF BEGINNING: THENCE FROM SAID POINT OF BEGINNING, CONTINUING ALONG THE NORTHERLY LINE OF LOT 10 AND ALONG THE ARC OF SAID CURVE TO THE LEFT, AN ARC DISTANCES OF 43.482 FEET, THENCE CONTINUING ALONG THE NORTHERLY LINE
OF LOT 10, ON A CURVE TO THE LEFT, WHOSE RADIUS IS 40 FEET, AN ARC DISTANCE OF 46.073 FEET TO THE NORTHERN LINE OF CRANE DRIVE, AS SHOWN ON SAID MAP OF SLEEPY HOLLOW HEIGHTS UNIT ONE.

SAID STRIP TO EXTEND FOR ITS FULL WIDTH FROM A POINT THAT BEARS NORTH 4° 04' EAST FROM THE ACTUAL POINT OF BEGINNING OF THE ABOVE DESCRIBED LINE TO A POINT ON THE NORTHERLY LINE OF CRANE DRIVE, WHICH POINT BEARS SOUTH 64° WEST 56.59 FEET FROM THE SOUTHERLY TERMINUS OF THE ABOVE DESCRIBED LINE.

PARCEL TEN:

AN EASEMENT FOR ROAD AND UTILITY PURPOSES OVER THE FOLLOWING DESCRIBED PARCELS:

ALL THAT PORTION OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO GEORGE ERIC LUNN, ET AL., RECORDED JUNE 15, 1956, IN BOOK 1035 OFFICIAL RECORDS, PAGE 319, MARIN COUNTY RECORDS, LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE NORTHERN LINE OF THE PROPERTY DESCRIBED IN THE ABOVE DEED, SAID POINT BEING NORTH 79° 28' WEST 60 FEET FROM THE MOST SOUTHEASTERN TERMINUS OF THE COURSE SET FORTH IN THE ABOVE REFERENCED DEED AS "NORTH 79° 28' WEST 288.7 FEET"; THENCE FROM SAID POINT OF BEGINNING, SOUTH 4° 04 WEST TO A POINT ON THE NORTHWESTERN LINE OF THE 40 FOOT STRIP DESCRIBED IN PARCEL NINE ABOVE.

PARCEL ELEVEN:


PARCEL TWELVE:

A NON-EXCLUSIVE EASEMENT FOR UTILITIES, WALKING, HIKING, BIKE AND HORSE RIDING AS RESERVED IN THE QUITCLAIM DEED FROM SAN DOMENICO SCHOOL, A NON-PROFIT CORPORATION TO SAMUEL DOCTORS, ET AL RECORDED OCTOBER 29, 2004, AS INSTRUMENT NO. 2004-0092657, MARIN COUNTY RECORDS.
DEED OF TRUST WITH ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, AND FINANCING STATEMENT (TAXABLE) FROM

SAN DOMENICO SCHOOL
(Borrower)
as Trustor/Grantor

TO

CHICAGO TITLE COMPANY
as Trustee,

IN FAVOR OF

FIRST REPUBLIC BANK
as Beneficiary

dated as of December 1, 2016 and effective as of December 21, 2016
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DEED OF TRUST WITH ASSIGNMENT OF RENTS,
SECURITY AGREEMENT, AND FINANCING STATEMENT (TAXABLE)

This DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FINANCING STATEMENT (TAXABLE) (as modified, extended, renewed, restated, consolidated, replaced, or supplemented, this "Deed of Trust") is made as of December 1, 2016, to be effective as of December 21, 2016, and is given by SAN DOMENICO SCHOOL, a California nonprofit public benefit corporation whose address is 1500 Butterfield Road, San Anselmo, California 94960 (as trustor/grantor hereunder, with its successors and permitted assigns, "Borrower"), to Chicago Title Company, whose address is set forth in Subsection 12.3(h) hereof (as trustee hereunder, with its successors and permitted assigns, "Trustee"), for the benefit of FIRST REPUBLIC BANK, a California corporation ("FRB") whose address is 111 Pine Street, San Francisco, California 94111 (as "Beneficiary" hereunder).

RECITALS

A. WHEREAS, pursuant to that certain Loan Agreement (Term Loan) dated concurrently herewith, by and between Borrower and FRB, FRB has made a loan to Borrower in the original principal amount of $3,550,000 (the "Loan"); and

B. WHEREAS, Borrower is obligated to issue this Deed of Trust to secure Borrower's obligations under the Loan;

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, as grantor and trustor hereunder, hereby agrees as follows:

ARTICLE I – DEFINITIONS

1.1 Definitions. As used herein, the following terms shall have the meanings set forth below. All capitalized terms used herein but not defined herein shall have meaning assigned to such term in the Loan Agreement.

Anti-Terrorism Laws: Any and all present and future judicial decisions, statutes, rulings, rules, regulations, permits, certificates, orders and ordinances of any Governmental Authority relating to terrorism or money laundering, including, without limiting the generality of the foregoing, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Pub. L. No. 107-56); the Trading with the Enemy Act (50 U.S.C.A. App. 1 et seq.); the International Emergency Economic Powers Act (50 U.S.C.A. § 1701-06); Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (relating to “Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism”), the United States Treasury Department’s Office of Foreign Assets Control list of “Specifcally Designated National and Blocked Persons” (as published from time to time in various mediums), the Bank Secrecy Act, and the Money Laundering Act of 1986, as each is amended or succeeded from time to time.

See Attached Legal Description
Beneficiary: Shall mean the owner of the Loan and the beneficiary under this Deed of Trust, which shall be FRB and FRB's successors and assigns.

Beneficiary's Agent: Borrower, or Borrower's respective successors and assigns in and to Borrower's interest in the Leases, for the purpose of collecting Rent, and applying Rent, as set forth in this Deed of Trust.

Books and Records: All books and records pertaining to any or all of the Land or Property, including any development or construction related thereto, the activities conducted in connection therewith, financial statements related thereto, records relating to Leases, lessees and activities under any Leases, and the qualification of such lessees, records relating to the application and allocation of any federal, state, and local tax credits or benefits related thereto, and computer-readable memory and any computer hardware or software necessary to access and process such memory.

Borrower: Shall have the meaning ascribed to such term in the preamble to this Deed of Trust and shall include all subsequent owners of the Property or any part thereof (without hereby implying Beneficiary's consent to any Disposition of the Property).

Borrower Obligations: Shall have the meaning ascribed to such term in Section 2.1 hereof.

Charges: All fees, charges, and/or any other things of value, if any, contracted for, charged, taken, received, or reserved by Beneficiary in connection with the transactions relating to this Deed of Trust and the other Loan Documents, which are treated as interest under applicable law.

Code: The Uniform Commercial Code as adopted by the State of California, as the same may be amended from time to time.

Constituent Party: Each and every entity (but excluding a natural person) that is required to consent or authorize the execution of a Loan Document by Borrower, any Constituent Party, or any other party to a Loan Document, as applicable, to the extent such party is a corporation, limited liability company, general or limited partnership, joint venture, trust (statutory or otherwise), or any other form of organization.

Contracts: All of the right, title, and interest of Borrower in, to, and under any and all of the following, whether now or hereafter existing: (i) contracts for the purchase or sale of all or any portion of the Property; (ii) earnest money or other deposits escrowed or to be escrowed, letters of credit provided or to be provided, security, or other deposits under any of the Contracts; (iii) contracts, licenses, permits, and rights relating to water, wastewater, and other utility services which are directly or indirectly related to, or connected with, the Property whether executed, granted, or issued by a private person or entity or a governmental or quasi-governmental agency, including any and all rights of living unit equivalents or other entitlements with respect to water, wastewater, and other utility services; (iv) certificates, licenses, zoning variances, permits, and no-action letters from each Governmental Authority related to the Property, including those required to evidence compliance by Borrower and all Improvements with all Governmental Requirements and Legal Requirements applicable to the Property and to
develop and/or operate the Property for its intended use; (v) construction contracts, design services contracts, and other contracts, subcontracts, leases, licenses, and permits which in any way relate to the development, construction, use, enjoyment, occupancy, operation, maintenance, or ownership of the Property or the activities conducted thereon, including maintenance agreements and service contracts; (vi) all amendments, supplements, restatements, and renewals of or to any of the foregoing; and (vii) all of the revenues, proceeds, insurance proceeds, deposits, fees, receivables, payments, rents, reimbursements, awards, and other rights or benefits arising from or in connection with any of the foregoing; provided that the term "Contracts" shall not include Leases or Rents.

**Costs:** Shall mean all reasonable out-of-pocket costs and expenses, attorneys’ fees and expenses, consultants’ fees and expenses, experts’ fees and expenses, other professionals’ fees and expenses, appraisal costs, environmental assessment and report costs, and any other costs, expenses, or other expenditures which Beneficiary incurs in connection with or as permitted pursuant to any of the Loan Documents.

**Debtor Relief Laws:** Title 11 of the United States Code, as now or hereafter in effect, or any other applicable law, domestic or foreign, as now or hereafter in effect, relating to bankruptcy, insolvency, liquidation, receivership, reorganization, arrangement or composition, extension or adjustment of debts, or similar laws affecting the rights of creditors.

**Default Rate:** The rate of interest specified in the Promissory Note as the "Default Rate."

**Disposition:** Any sale, lease (except as may be permitted under the Loan Agreement), exchange, assignment, conveyance, transfer, trade, or other disposition of all or any portion of the Property (or any interest therein), except Permitted Encumbrances, or all or any part of the beneficial ownership interest in Borrower except as permitted under Section 8.03 of the Loan Agreement. A transfer of the Property together with payment in full of the Indebtedness shall be permitted and shall not be a “Disposition” hereunder.

**Environmental Claim:** Shall mean (i) any requirement for Remedial Work; (ii) any claim, citation, action, proceeding, order, or request of any federal, state or local governmental agency or regulatory body, or any judgment, consent decree, settlement, or compromise, regarding the existence or any enforcement, containment, detoxification, clean-up, removal, restoration, or other remediation of Hazardous Substances; or (iii) any action by a person or entity that is threatened or instituted and includes allegations; with respect to or arising out of the breach of any Environmental Laws in any way related to the Property or the presence of any Hazardous Substances on, under, or near the Land.

**Environmental Indemnity Agreement:** Shall mean that certain Environmental Indemnity Agreement, of approximately even date herewith, by Borrower in favor of FRB.

**Environmental Law:** Any federal, state, or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, air emissions, water discharge, noise emissions, solid or liquid waste disposal, Hazardous Substances, or other environmental conditions or matters on, under, or about the Land, including without limitation: the


Equipment: The equipment, trade fixtures, furniture, furnishings, and machinery owned by Borrower which are located on the Land.

Event of Default: As defined in ARTICLE VI hereof.

Fixtures: All materials, supplies, equipment, systems, apparatus, and other items now owned or hereafter acquired by Borrower and now or hereafter attached to (temporarily or permanently) any of the Improvements or the Land which constitute "fixtures" under the laws of the State of California, including, to the extent applicable, partitions, dynamos, floor coverings, awnings, motors, engines, boilers, furnaces, pipes, cleaning, and sprinkler systems, fire extinguishing apparatus and equipment, water tanks, swimming pools, heating, ventilating, refrigeration, plumbing, laundry, lighting, generating, waste disposal, stairway, elevator, escalator, conveyor, incinerating, air conditioning, and air cooling equipment and systems, gas and electric machinery and equipment, recreational equipment and facilities, cables, telephone and communication systems, and water, gas, electrical, storm, and sanitary sewer facilities, and all other utilities, whether or not situated in easements, together with all accessions, appurtenances, replacements, betterments, and substitutions for any of the foregoing and the proceeds thereof.

General Security Agreement: Shall mean that certain Security Agreement (All Assets), of approximately even date herewith, by Borrower as Debtor in favor of FRB as Secured Party.

Governmental Authority: Any and all courts, boards, agencies, commissions, offices, or authorities of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise), whether now or hereafter in existence.

Governmental Requirements: All constitutions, statutes, laws, ordinances, rules, regulations, orders, writs, injunctions or decrees of any Governmental Authority applicable to Borrower, a Constituent Party, the Land and/or the Property.

Hazardous Substances: Shall have the meaning ascribed to the term "Hazardous Materials" in the MLA.
**Impositions:** All of the following: (i) all real estate and personal property taxes, charges, assessments, standby fees, excises, and levies and any interest, costs, or penalties with respect thereto, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever which at any time prior to or after the execution hereof may be assessed, levied, or imposed upon the Land or the Property or with respect to the construction, ownership, use, occupancy, or enjoyment thereof, or any portion thereof, or the sidewalks, streets, storm drainage facilities, landscape areas, or alleyways adjacent thereto; (ii) any charges, fees, license payments, or other sums payable for or under any easement, license, or agreement maintained for the benefit of the Land; (iii) water, gas, sewer, electricity, and other utility charges and fees relating to the Land; and (iv) assessments and charges arising under any subdivision, utility district, condominium, planned unit development, or other declarations, restrictions, regimes, or agreements affecting the Land.

**Improvements:** Any and all buildings, covered garages, air conditioning towers, open parking areas, structures, Fixtures, and other improvements of any kind or nature, and any and all additions, alterations, betterments or appurtenances thereto, now or at any time hereafter situated, placed, or constructed upon the Land or any part thereof.

**Indebtedness:** All of the following: (i) the principal and accrued but unpaid interest owed by Borrower from time to time under the Loan, as evidenced by the Loan Agreement and the other Loan Documents; (ii) any other amounts, payments, obligations, reimbursements, Costs, interest, or premiums payable by Borrower under the Loan Documents, including but not limited to all sums advanced by Beneficiary to protect Beneficiary’s interest in the Property; (iii) such additional sums, with interest, as Borrower may later borrow from Beneficiary, where the later obligations are evidenced by a promissory note or notes reciting that it or they are secured by this Deed of Trust; and (iv) any and all renewals, modifications, amendments, restatements, rearrangements, consolidations, substitutions, replacements, enlargements, and extensions of any of the foregoing. Notwithstanding the foregoing provisions of this definition, this Deed of Trust and the other Loan Documents shall not secure any such other Indebtedness with respect to which FRB is by applicable law prohibited from obtaining a lien on real estate.

**Land:** The real property described in Exhibit A attached hereto and incorporated herein by this reference, together with all right, title, interest, and privileges of the owner thereof now owned or hereafter acquired in and to: (i) all streets, ways, roads, alleys, easements, rights-of-way, licenses, rights of ingress and egress, vehicle parking rights, and public places, existing or proposed, abutting, adjacent, used in connection with, or pertaining to such real property or the improvements thereon; (ii) any strips or gores of real property between such real property and abutting or adjacent properties; (iii) all water, water rights and water stock, timber, and crops, pertaining to such real property; (iv) all development rights and credits and air rights pertaining to such real property; and (v) all appurtenances and all reversions and remainders in or to such real property.

**Leases:** Any and all leases, subleases, licenses, concessions, or other agreements (whether written or oral, or now or hereafter in effect) which grant to third parties a possessory interest in and to, or the right to use or occupy, all or any part of the Property, together with all
security and other deposits related thereto, and all other rights and benefits arising from the Leases except the Rents.

**Legal Requirements:** All of the following: (i) any and all covenants, conditions, and restrictions contained in any deeds, other forms of conveyance, or in any other instruments of any nature that relate in any way or are applicable to the Land or the Property or the ownership, use, or occupancy thereof, (ii) Borrower's, each Constituent Party's, presently or subsequently effective, organizational documents creating or governing such party or which authorize such party's participation in the subject transaction, (iii) any and all Leases, (iv) any and all Contracts, and (v) any and all ground leases and other leases, other than Leases, pursuant to which Borrower is granted a possessory interest in and to the Land and/or the Improvements.

**Loan:** Shall have the meaning ascribed to such term in Recital A hereof.

**Loan Agreement:** Shall have the meaning ascribed to such term in Recital A hereof

**Loan Documents:** This Deed of Trust, the General Security Agreement, the Loan Agreement, the Environmental Indemnity Agreement, the Promissory Note and any and all other documents now or hereafter executed by Borrower or any other person or party in connection with the Loan or in connection with the payment of the Indebtedness or the performance and discharge of the Obligations, and any and all modifications, extensions, renewals, restatements, consolidations, replacements, and supplements hereof and thereof.

**Maturity Date:** December 1, 2041

**Maximum Lawful Rate:** Shall mean the lesser of the maximum lawful rates of interest which may be contracted for, charged, taken, received or reserved by Beneficiary, in accordance with the applicable laws of the State of California (or applicable United States federal law to the extent that such law preempts such State's laws or permits Beneficiary to contract for, charge, take, receive, or reserve a greater amount of interest than under such State's laws), taking into account all Charges made in connection with the transaction evidenced by this Deed of Trust and the other Loan Documents. Additionally, to the extent permitted by applicable law now or hereafter in effect, Beneficiary may, at its option and from time to time, utilize any method of establishing the Maximum Lawful Rate under such applicable law by giving notice, if required, to Borrower as provided by applicable law now or hereafter in effect. To the extent United States federal law permits Beneficiary to contract for, charge, take, receive or reserve a greater amount of interest than under the laws of the State of California, Beneficiary will rely on United States federal law instead of such State's laws for the purpose of determining the Maximum Lawful Rate.

**Minerals:** All substances in, on, or under the Land which now or in the future have value and can be extracted or removed from the Land, including oil, gas, and all other hydrocarbons, coal, lignite, carbon dioxide and all other nonhydrocarbon gases, uranium and all other radioactive substances, and gold, silver, copper, iron and all other metallic substances or ores.
MLA: Shall mean that certain Master Loan Agreement, dated as of December 1, 2016, by and among Borrower, FRB and California Enterprise Development Authority.

Obligations: Any and all of the covenants, conditions, warranties, representations, and other obligations (other than to repay the Indebtedness) made or undertaken by Borrower to Beneficiary, Trustee, or others as set forth in the Loan Documents.

Permitted Encumbrances: Shall have the meaning ascribed to such term in the MLA.

Personality: All of the right, title, and interest of Borrower in and to any of the following, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on or relating to the Land or the Improvements: (i) the Equipment and other goods (including, but not limited to, building and other materials, supplies, inventory and work in process, signs, embedded software included therein and supporting information, crops, farm products, timber and timber to be cut, and extracted Minerals); (ii) notes, money or cash receipts, insurance policies, prepayments of insurance premiums and insurance or condemnation awards or proceeds, accounts (including health-care insurance receivables), chattel paper (whether electronic or tangible), inventory, instruments (including promissory notes), agreements, documents, drafts, investment property, documents, deposit accounts, receivables, contract rights, licenses, letters of credit (whether electronic or tangible) and letter of credit rights, general intangibles (including payment intangibles and software), proceeds of the sales of promissory notes, any other rights to the payment of money, trademarks, tradenames, service marks, copyrights, and supporting obligations; (iii) all refundable, returnable, or reimbursable fees, deposits, or other funds or evidences of credit or indebtedness deposited by or on behalf of Borrower with any Governmental Authorities, providers of utility services, public or private, including tap fees, utility deposits, commitment fees, development costs, and any awards, remunerations, reimbursements, settlements, or compensation heretofore made or hereafter to be made by any Governmental Authority pertaining to the Land, Minerals, Improvements, or Personality, including those for any vacation of, or change of grade in, any streets affecting the Land or the Improvements and those for municipal utility district or other utility costs incurred or deposits made in connection with the Land or the Improvements; (iv) development rights and credits and any and all permits, consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any Governmental Authority with respect to the Property; (v) all water and water rights, wells and well rights, canals and canal rights, ditches and ditch rights, springs and spring rights, and reservoirs and reservoir rights appurtenant to or associated with the Property, whether decreed or undecreed, tributary, non-tributary or not non-tributary, surface or underground or appropriated or unappropriated, and all shares of stock in water, ditch, lateral and canal companies, well permits and all other evidences of any such rights; (vi) the Leases and rights and interests therein (but not the obligations) and the Fixtures to the extent they are personal property; (vii) all other Contracts; (viii) any plans and specifications related to the Property; (ix) all Loan funds held by Beneficiary, whether or not disbursed; all funds deposited with Beneficiary pursuant to the Loan Agreement; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Land or any portion thereof; and (x) the Books and Records; and (xi) all other personal property of any kind or character as defined in and subject to the provisions of the Code (Article 9 - Secured Transactions); any and all of which are now owned or hereafter acquired by Borrower, regardless
of whether situated in, on, or about, used in connection with, or acquired for use in or on the Land, or the Improvements; together with all additions, accessions, replacements, substitutions, revenues, and proceeds of each of the foregoing. Notwithstanding anything contained in the foregoing to the contrary, "Personalty" shall not include Rents.

**Prohibited Person:** Any person or entity that (i) is specifically named or listed in, or otherwise subject to, any Anti-Terrorism Laws, (ii) is owned or controlled by, or acting for or on behalf of any person or entity specifically named or listed in, or otherwise subject to, any Anti-Terrorism Laws, (iii) Beneficiary is prohibited from dealing with, or engaging in any transaction with, pursuant to any Anti-Terrorism Laws, or (iv) is affiliated with any person or entity described in the foregoing clauses of this definition.

**Promissory Note:** Shall mean that certain Promissory Note Secured by Deed of Trust, dated as of December 1, 2016, executed by the Borrower.

**Property:** All of Borrower's right, title and interest in, to, under, derived from or related to the Land, together with all of Borrower's right, title and interest in and to the Minerals, Fixtures, Improvements, Personalty, Contracts, Leases, and any interest of Borrower now owned or hereafter acquired in and to the Land, Minerals, Fixtures, Improvements, Personalty and/or Leases, together with any and all other security and collateral of any nature whatsoever, now or hereafter given for the repayment of the Indebtedness or the performance and discharge of Borrower's Obligations, and all proceeds of any of the foregoing. As used in this Deed of Trust, the term "Property" shall be expressly defined as meaning all or, where the context permits or requires, any portion of the foregoing and all or, where the context permits or requires, any interest therein.

**Release:** "Release," "removal," "environment," and "disposal" shall have the meanings given such terms in CERCLA, and the term "disposal" shall also have the meaning given it in RCRA; provided that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment, and provided further that to the extent the laws of the State of California establish a meaning for "release," "removal," "environment," or "disposal," which is broader than that specified in either CERCLA and RCRA, such broader meaning shall apply.

**Remedial Work:** Any investigation, monitoring, containment, cleanup, detoxification, removal, repair, restoration, or other work of any kind or nature reasonably necessary under any applicable Environmental Law in connection with the current or future presence, suspected presence, Release, or suspected Release of a Hazardous Substance in quantities which violate the Environmental Laws in or into the air, soil, ground water, surface water, or soil vapor at, on, about, under, or within the Land, or any part thereof.

**Rent License:** A limited, non-assignable license, subject to automatic termination, under this Deed of Trust, and all other terms and provisions hereof, to exercise and enjoy all incidences of the status of a lessor with respect to the Rents, including the right to collect, demand, sue for attach, levy, recover, and receive the Rents as Beneficiary's Agent and to give proper receipts, releases and acquittances therefor.
Rent Notice: A notice from Beneficiary to any lessee under a Lease stating that the Rent License has terminated and instructing each such lessee under a Lease to pay all current and future Rents under such Lease directly to Beneficiary.

Rents: All of the rents, revenues, income, proceeds, profits, and receivables, but excluding security and other types of deposits, paid, payable to, or otherwise inuring to the benefit of Borrower pursuant to or in connection with any Leases.

State: The State of California, the state in which the Property is situated.

Subordinate Mortgage: Any mortgage, deed of trust, pledge, lien (statutory, constitutional, or contractual), security interest, encumbrance or charge, or conditional sale or other title retention agreement, covering all or any portion of the Land or the Property, other than the liens in favor of Beneficiary granted pursuant to the Loan Documents.

Tax Code: The Internal Revenue Code of 1986, as amended or succeeded from time to time.

Trustee: Shall have the meaning ascribed to such term in the preamble to this Deed of Trust, and shall include any successor Trustee duly appointed in accordance with the terms hereof.

1.2 Additional Definitions. Capitalized terms used herein but not defined above shall have the meanings given such terms in the Loan Agreement. As used herein, the following terms shall have the following meanings: (i) "hereof," "hereby," "hereto," "hereunder," "herewith," and similar terms mean of, by, to, under, and with respect to, this Deed of Trust; (ii) "heretofore" means before, "hereafter" means after, and "herewith" means concurrently with, the date of this Deed of Trust; (iii) all pronouns, whether in masculine, feminine or neuter form, shall be deemed to refer to the object of such pronoun whether same is masculine, feminine or neuter in gender, as the context may suggest or require; (iv) all terms used herein, whether or not defined in Section 1.1 hereof, and whether used in singular or plural form, shall be deemed to refer to the object of such term whether such is singular or plural in nature, as the context may suggest or require; and (v) the words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation," unless the context clearly indicates otherwise.

ARTICLE II – GRANT

2.1 Grant. To secure payment of the Indebtedness and the performance of Borrower’s obligations under the Loan Documents ("Borrower Obligations"), and for the purposes of and upon the terms and conditions in this Deed of Trust, Borrower hereby irrevocably GRANTS, BARGAINS, SELLS, CONVEYS, TRANSFERS AND ASSIGNS to Trustee, in trust WITH POWER OF SALE for the benefit of Beneficiary, with power of sale and right of entry and possession, subject to the Permitted Encumbrances, a security interest in the Property. Anything to the contrary herein or elsewhere notwithstanding, neither the obligations of (a) any guarantor under any guaranty executed in connection with the making of the Loan to Borrower, or (b) Borrower under the Environmental Indemnity Agreement shall be secured by this Deed of Trust, or any other lien encumbering the Property.
2.2 **Reconveyance.** Upon payment of all sums secured by this Deed of Trust, including, but not limited to any prepayment fees due and payable under the Loan Documents, Beneficiary shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled thereto. Such person or persons shall pay Trustee’s reasonable costs incurred in so reconveying the Property. The recitals in any reconveyance of any matters of fact shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyances may be described as “the person or persons legally entitled thereto”. A full reconveyance of this Deed of Trust shall operate as a re-assignment of the Leases and the Rents assigned herein to Beneficiary.

2.3 **Address.** The Property address is 1500 Butterfield Road, San Anselmo, California 94960.

**ARTICLE III – WARRANTIES AND REPRESENTATIONS**

Borrower hereby unconditionally warrants and represents to Beneficiary, as of the date hereof and at all times during the term of this Deed of Trust, as follows.

3.1 **Title and Lien.** Borrower has good and indefeasible title to the Land (in fee simple), Minerals, and Improvements, and good and marketable title to the Fixtures and, subject to Permitted Encumbrances, all of the Equipment, all free and clear of any liens, charges, encumbrances, security interests, claims, easements, restrictions, right of first refusal or first offer options, leases (other than the Leases), covenants, and other rights, titles, interests, or estates of any nature whatsoever, except the Permitted Encumbrances, and Borrower has the right to grant, convey and assign the Property, and Borrower agrees to warrant and defend generally the title to the Property against all claims and demands, subject to any Permitted Encumbrances. This Deed of Trust constitutes a valid, subsisting first lien on the Land, the Minerals, the Improvements, and the Leases (to the extent they constitute real property); a valid, subsisting first priority security interest in and to the Personality and the Leases (to the extent they constitute personal property); and a valid, absolute assignment of the Rents; all in accordance with the terms hereof and subject to the Permitted Encumbrances.

3.2 **Business Purposes.** The Loan is being made to Borrower solely for the purpose of refinancing certain existing indebtedness of the Borrower, and none of the proceeds of the Loan will be used for personal, family, household, or agricultural purposes. The Land forms no part of any property claimed by Borrower as homestead or otherwise exempt from creditors rights or forced sale, and Borrower hereby disclaims and renounces each and every claim or right to all or any portion of the Land being used as homestead. Borrower is not in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U issued by the Board of Governors of the Federal Reserve System), and no proceeds of the Loan will be used to purchase or carry margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock.

3.3 **Mailing Address.** Borrower’s mailing address, as set forth in the preamble hereto, is true and correct.
3.4 Relationship of Borrower and Beneficiary. The relationship between Borrower and Beneficiary is solely that of debtor and creditor, and Beneficiary have no fiduciary or other special relationship with the Borrower, and no term or condition of any of the Loan Documents shall be construed so as to deem the relationship between Borrower and Beneficiary to be other than that of debtor and creditor.

3.5 Other Loan Document Warranties and Representations. Each of the warranties and representations of Borrower in the other Loan Documents are true and correct.

3.6 Money Laundering; Anti-Terrorism Laws. None of Borrower, any Constituent Party, or any person or entity owning an interest in Borrower or any Constituent Party, is a Prohibited Person or has violated any Anti-Terrorism Laws. No Prohibited Person holds or owns any interest of any nature whatsoever in Borrower any Constituent Party, as applicable, and none of the funds of Borrower or any Constituent Party, have been derived from any activity in violation of Anti-Terrorism Laws.

3.7 No Foreign Person. Borrower is not a "foreign person" within the meaning of § 1445(f)(3) of the Tax Code.

3.8 ERISA; Plan. As of the date hereof and throughout the term of the Loan, (i) Borrower is not and will not be an "employee benefit plan," as defined in the Employee Retirement Income Security Act of 1973, as amended ("ERISA") or a "plan" within the meaning of Section 4975(e) of the Tax Code; (ii) the assets of Borrower do not and will not constitute "plan assets" within the meaning of the United States Department of Labor Regulations set forth in 29 C.F.R. § 2510-101; (iii) Borrower is not and will not be a "governmental plan" within the meaning of ERISA; (iv) transactions by or with Borrower are not and will not be subject to state statutes applicable to Borrower regulating investments of fiduciaries with respect to governmental plans; and (v) Borrower shall not engage in any transaction which would cause any obligation, or action taken or to be taken, hereunder (or the exercise by Beneficiary or Trustee of any rights under this Deed of Trust or any other Loan Document) to be nonexempt (under a statutory or administrative class exemption) prohibited transaction under ERISA or Section 4975 of the Tax Code. Borrower agrees to deliver to Beneficiary such certifications or other evidence of compliance with the provisions of this Section as Beneficiary or Trustee may from time to time request.

3.9 No Residential Units. Except for a convent and student dormitories, there are no residential units on the Land, and no portion of the Improvements is an apartment or other unit subject to any form of rent control, stabilization or regulation; and no person presently occupies any part of the Land for dwelling purposes.

3.10 No Undisclosed Tenants. Except for Borrower, there are no persons or entities occupying space on the Land as tenants other than the persons or entities specifically named on Exhibit B attached hereto.

3.11 Single Purpose. Borrower does not own any real property or assets other than the Property, and does not operate any business other than the management and operation of the Land.
3.12 **Bankruptcy.** No proceedings in bankruptcy or insolvency has ever been instituted by or against Borrower or any affiliate thereof, and no such proceeding is now pending or contemplated.

3.13 **Solvency.** Borrower is, and if there are any general partners or members of Borrower, such partners or members are, solvent pursuant to the laws of the United States, as reflected by the entries in Borrower’s books and records and as reflected by the actual facts.

3.14 **Homestead.** No part of the Land or the Improvements thereon is all or a part of Borrower’s homestead or the homestead of anyone.

3.15 **Utilities.** The Land and Improvements are served by all utilities required for the current or contemplated use thereof. All utility service is provided by public utilities and the Land and Improvements have accepted or is equipped to accept such utility service.

3.16 **Public Roads.** All public roads and streets necessary for service of and access to the Land and Improvements for the current or contemplated use thereof have been completed, are serviceable and all-weather and are physically and legally open for use by the public.

3.17 **Water and Sewers.** The Land and Improvements are serviced by public water and sewer systems.

3.18 **Damage.** The Improvements are free from damage caused by fire or other casualty.

3.19 **Waste Disposal.** All liquid and solid waste disposal, septic and sewer systems located on the Land are in a good and safe condition and repair and in compliance with all applicable laws.

**ARTICLE IV – AFFIRMATIVE COVENANTS**

Borrower hereby unconditionally covenants and agrees with Beneficiary, until the entire Indebtedness shall have been paid in full and all of the Obligations shall have been fully performed and discharged, as follows.

4.1 **Payment and Performance.** Borrower will pay the Indebtedness as and when specified in the Loan Documents, and will perform and discharge all Borrower Obligations, in full and on or before the dates same are to be performed.

4.2 **Existence.** Borrower will preserve and keep in full force and effect its existence, good standing, franchises, and trade names.

4.3 **Compliance with Governmental Requirements and Legal Requirements.** Borrower will promptly and faithfully comply with, conform to, and obey all Governmental Requirements and Legal Requirements, whether the same shall necessitate structural changes in or improvements to the Property or require other expenditures, obligations, or commitments by Borrower.
4.4 First Lien Status. Borrower will protect the first lien and security interest status of this Deed of Trust and the other Loan Documents and will not permit to be created or to exist in respect of the Property or any part thereof any lien or security interest on a parity with, superior to, or inferior to any of the liens or security interests hereof, except for the Permitted Encumbrances, and Borrower shall promptly discharge any lien encumbering all or any portion of or interest in the Property or in its interest in any of the other Land, other than Permitted Encumbrances, irrespective of the priority of the same. Borrower shall pay, when due, the claims of all persons supplying, at Borrower’s request, labor or materials to or in connection with the Land.

4.5 Payment of Impositions. Borrower will duly pay and discharge all taxes, assessments and governmental charges as required by Sections 7.01 and 7.03 of the Loan Agreement.

4.6 Repair. Borrower will maintain the “Facility” (as defined in the Loan Agreement) in accordance with Subsection 7.01(a) of the Loan Agreement.

4.7 Insurance. Borrower shall maintain the insurance required by Section 7.04 of the Loan Agreement.

4.8 Inspection. Borrower will permit Trustee and Beneficiary, and their agents, representatives, and employees, to inspect, survey, or make an appraisal of the Property at all reasonable times, with reasonable prior notice to Borrower.

4.9 Reports and Testing. Borrower shall (i) promptly deliver to Beneficiary copies of all reports, studies, inspections, and tests made on the Land, the Improvements, or any materials to be incorporated into the Improvements; and (ii) make such additional tests on the Land, the Improvements, or any materials to be incorporated into the Improvements as Beneficiary reasonably requests. Borrower shall immediately notify Beneficiary of any report, study, inspection, or test that indicates any material adverse condition relating to the Land, the Improvements, or any such materials.

4.10 Enforcement of Leases. Except for a Lease to the persons or entities specifically named on Exhibit B attached hereto and Leases that are Permitted Encumbrances, Borrower has not leased or subleased all or any portion of the Land pursuant to any Lease or sublease with respect to which Borrower is the landlord. Except for a Lease to the persons or entities specifically named on Exhibit B attached hereto and Leases that are Permitted Encumbrances, Borrower shall not lease or sublease all or any portion of the Land pursuant to any Lease or sublease with respect to which Borrower is the landlord.

4.11 Payment for Labor and Materials. Borrower shall promptly pay all bills for labor, materials, and supplies as required by Sections 7.01 and 7.03 of the Loan Agreement.

4.12 Further Assurances and Corrections: Certificates. From time to time, at the request of Beneficiary, Borrower shall: (i) promptly correct any material defect, error, or omission which may be discovered in the contents of this Deed of Trust or in any other Loan Document or in the execution or acknowledgment thereof; (ii) execute, acknowledge, deliver, record, and/or file such further instruments (including, without limitation, further deeds of trust,
security agreements, financing statements, continuation statements, and assignments of rents) and perform such further acts and provide such further assurances as may be reasonably necessary, desirable, or proper, in Beneficiary’s reasonable opinion, to carry out more effectively the purposes of this Deed of Trust and the Loan Documents and to subject to the liens and security interests hereof and thereof any property intended by the terms hereof or thereof to be covered hereby or thereby, including any renewals, additions, substitutions, replacements, or appurtenances to the Property; and (iii) execute, acknowledge, deliver, procure, file, and/or record any document or instrument (including any financing statement) deemed advisable by Beneficiary to protect the liens and the security interests herein granted against the rights or interests of third persons. Borrower shall furnish, or cause to be furnished, to Beneficiary upon request, a certificate by Borrower certifying that, as of the date thereof, there does or does not (as the case may be) exist an event which constitutes, or which upon due notice or lapse of time or both would constitute an Event of Default or, if an Event of Default exists, specifying the nature thereof.

4.13 **Address.** Borrower shall give written notice to Beneficiary and Trustee of any change of address of Borrower at least thirty (30) days prior to the effective date of such change of address. Absent such official written notice of a change in address for Borrower, then Beneficiary and Trustee shall be entitled for all purposes under the Loan Documents to rely upon Borrower’s address as set forth in the preamble hereof, as same may have been theretofore changed in accordance with the provisions hereof.

4.14 **Compliance with Laws.** Borrower will (a) comply with the requirements of applicable laws and regulations, the noncompliance with which would materially and adversely affect its business or its financial condition, (b) use and keep the Property, and will require that others use and keep the Property, only for lawful purposes, without violation of any federal, state or local law, statute or ordinance. Borrower shall secure all permits and licenses, if any, necessary for the operation of the Property. Borrower will timely comply (to prevent any breach) with and satisfy all Governmental Requirements and Legal Requirements that affect or are otherwise related to the Land, its use or occupancy.

4.15 **Notice.** In addition to all other notices to be provided to Beneficiary hereunder, Borrower shall give notice in writing to Beneficiary of and, unless otherwise directed in writing by Beneficiary, appear in and defend any action or proceeding purporting to affect the Property, the security of this Deed of Trust or the rights and powers of Beneficiary.

**ARTICLE V – NEGATIVE COVENANTS**

Borrower hereby unconditionally covenants and agrees with Beneficiary until the entire Indebtedness shall have been paid in full and all of the Obligations shall have been fully performed and discharged as follows.

5.1 **Use Violations.** Borrower shall not use, maintain, operate, or occupy, or allow the use, maintenance, operation, or occupancy of, the Property occupied or used by Borrower in any manner which: (i) violates any Legal Requirement; (ii) may be dangerous unless safeguarded as required by law and/or appropriate insurance; (iii) constitutes a public or private nuisance; or (iv) makes void, voidable, or cancelable, any insurance then in force with respect thereto. Unless
required by applicable law or unless Beneficiary has otherwise agreed in writing, Borrower shall not allow changes in the use for which all or any part of the Property was intended at the time this Deed of Trust was executed.

5.2 Waste: Alterations. Borrower shall not commit or permit any waste or impairment of the Land occupied or used by Borrower or any part of the Property (subject to ordinary wear and tear that does not result in a breach of Section 4.6 hereof). Borrower shall not (subject to the provisions of Sections 4.3 and 4.6 hereof), without the prior written consent of Beneficiary (including Beneficiary’s consent to the Project under the Loan Agreement), make or permit to be made any alterations or additions to the Property of a material nature, which consent shall not be unreasonably withheld, conditioned or delayed provided that such alterations will not result in a breach of any other provision of the Loan Documents.

5.3 Removal of Improvements and Equipment. Borrower shall not, without the prior written consent of Beneficiary (including Beneficiary’s consent to the Project under the Loan Agreement), which consent will not be unreasonably withheld, conditioned or delayed, permit any of the Improvements or any of the Equipment to be removed at any time from the Land or Improvements unless the removed item is removed temporarily for maintenance and repair or, if removed permanently, is replaced by an article of equal suitability and value, owned by Borrower, free and clear of any lien or security interest except as may be authorized under the Loan Agreement or otherwise approved in writing by Beneficiary or except for Permitted Encumbrances.

5.4 Change in Zoning or Encumbrances. Borrower shall not seek or acquiesce in a zoning reclassification of all or any portion of the Property or grant or consent to any easement, dedication, plat or subdivision map, or restriction (or allow any easement to become enforceable by prescription), or any amendment or modification thereof, covering all or any portion of the Property, without Beneficiary’s prior written consent, which consent will not be unreasonably withheld, conditioned or delayed.

5.5 No Drilling. Borrower shall not, without the prior written consent of Beneficiary, permit any drilling or exploration for, or extraction, removal, or production of, any Minerals or similar materials from the surface or subsurface of the Land regardless of the depth thereof or the method of mining or extraction thereof.

5.6 No Disposition. Borrower shall not make a Disposition without obtaining Beneficiary’s prior written consent to the Disposition pursuant to Section 8.5 hereof.

5.7 No Subordinate Mortgages. Borrower shall not create, place, or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, or allow to remain any Subordinate Mortgage regardless of whether such Subordinate Mortgage is expressly subordinate to the liens or security interests of the Loan Documents with respect to its interest in the Land or the Property, other than the Permitted Encumbrances.

5.8 Judgment. Borrower shall not permit a judgment to become final against Borrower unless (i) such final judgment is fully bonded to prevent attachment, levy, or other
redress against the Property or its interest in the Land, and (ii) the final judgment will not have a material, adverse effect on Borrower, including its financial condition and day to day operations.

ARTICLE VI – EVENTS OF DEFAULT

The term “Event of Default,” as used herein, shall mean the occurrence or happening, at any time and from time to time, of any one or more of the following.

6.1 Monetary. The Loan shall not be repaid in full, with all interest, fees, and other charges then due and payable, on the Maturity Date, or any other sums which are payable pursuant to any Loan Document shall not be received by Beneficiary in full, in the manner and at the place required in the Loan Documents within 10 days after the due date thereof as provided in the Loan Documents.

6.2 Representations and Warranties. Any representation or warranty contained in this Deed of Trust is determined by Beneficiary to have been false or misleading in any material respect as of the date hereof or thereof or shall become so at any time prior to the repayment in full of the Indebtedness.

6.3 Intentionally omitted.

6.4 Non-Monetary. The occurrence of any breach of any covenant or other obligations under this Deed of Trust, other than a breach otherwise described in Sections 6.1 or 6.2 above, and such breach remains uncured for a period of sixty (60) days after Beneficiary gives Borrower written notice thereof; provided, however, if such failure is correctable but cannot be corrected within the applicable period and corrective action is instituted by the Borrower within the applicable period and diligently pursued until corrected, then no Event of Default shall be deemed to have occurred, unless such cure has not been completed within ninety (90) days after such written notice.

6.5 Other Defaults. A “Default” or “Event of Default” (as defined and used in any of the other Loan Documents) shall occur under any of the other Loan Documents, after the expiration of any applicable period of time for cure.

6.6 Insolvency: Bankruptcy. Borrower: (i) shall execute an assignment for the benefit of creditors or an admission in writing by Borrower of Borrower’s inability to pay, or Borrower’s failure to pay, debts generally as the debts become due; or (ii) shall allow the levy against the Property or any part thereof, of any execution, attachment, sequestration or other writ which is not vacated within sixty (60) days after the levy; or (iii) shall allow the appointment of a receiver, trustee or custodian of Borrower or of the Property or any part thereof, which receiver, trustee or custodian is not discharged within ninety (90) days after the appointment; or (iv) files as a debtor a petition, case, proceeding or other action pursuant to, or voluntarily seeks of the benefit or benefits of any Debtor Relief Law, or takes any action in furtherance thereof; or (v) files either a petition, complaint, answer or other instrument which seeks to effect a suspension of, or which has the effect of suspending any of the rights or powers of Beneficiary or Trustee granted in relation to the Loan either herein or in any Loan Document; or (vi) allows the filing of a petition, case, proceeding or other action against Borrower as a debtor under any

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Debtor Relief Law or seeks appointment of a receiver, trustee, custodian or liquidator of Borrower or of the Property, or any part thereof, or of any significant portion of Borrower's other property, and (A) Borrower admits, acquiesces in or fails to contest diligently the material allegations thereof, or (B) the petition, case, proceeding or other action results in the entry of an order for relief or order granting the relief sought against Borrower, or (C) the petition, case, proceeding or other action is not permanently dismissed or discharged on or before the earlier of trial thereon or ninety (90) days next following the date of filing.

6.7 No Further Encumbrances: Levy and Attachment. Borrower creates, places, or permits to be created or placed, or through any act or failure to act, acquiesces in the placing of, or allows to remain any Subordinate Mortgage, other than Permitted Encumbrances, regardless of whether such Subordinate Mortgage is expressly subordinate to the liens or security interests of the Loan Documents, with respect to the Property or its interest in the Land, which has not been consented to or approved by Beneficiary in writing.

6.8 Dissolution. Borrower shall dissolve, terminate, or liquidate.

6.9 Disposition. Borrower makes a Disposition, without the prior written consent of Beneficiary obtained as provided in Section 8.5 hereof.

6.10 Abandonment. Borrower abandons any portion of the Land or Improvements or removes any of the Improvements without Beneficiary's prior written consent.

6.11 Default Under other Lien Documents. The occurrence of any default under and pursuant to any other deed of trust, mortgage, or security agreement which covers or affects any part of the Property after the expiration of any applicable period of time for cure (provided this provision does not imply consent to the existence of any other lien or security interest against the Property other than Permitted Encumbrances).

6.12 Anti-Terrorism Default. An Event of Default is declared pursuant to the provisions of Section 8.1 hereof.

6.13 Cross Default. An Event of Default or any other default or breach (after the giving of any notice thereof and the lapse of any cure or grace period, if applicable) under or with respect to any other loan or other indebtedness owed by Borrower to Beneficiary or any Affiliate of Beneficiary.

ARTICLE VII – REMEDIES

7.1 Beneficiary’s Remedies Upon Default. Upon the occurrence of an Event of Default Beneficiary may, at Beneficiary’s option, and by or through Trustee, by Beneficiary itself or otherwise, do any one or more of the following:

(a) Right to Perform Borrower’s Covenants. If Borrower has failed to keep or perform any covenant whatsoever contained in this Deed of Trust or the other Loan Documents, after the expiration of any applicable period of time for cure, Beneficiary may, but shall not be obligated to any person to do so, perform or attempt to perform said covenant, and any payment
made or expense incurred in the performance or attempted performance of any such covenant shall be and become a part of the Indebtedness, and Borrower promises, upon demand, to pay to Beneficiary, at the place where the Loan is payable, all sums so advanced or paid by Beneficiary, with interest from the date when paid by Beneficiary at the Default Rate. No such payment by Beneficiary shall constitute a waiver of any Event of Default. In addition to the liens and security interests hereof, Beneficiary shall be subrogated to all rights, titles, liens, and security interests securing the payment of any debt, claim, tax, or assessment for the payment of which Beneficiary may make an advance, or which Beneficiary may pay.

(b) Right of Entry and Protection. Beneficiary may, prior or subsequent to the institution of any foreclosure proceedings, enter upon the Property, or any part thereof, and take exclusive possession of the Property, including all Books and Records and accounts relating thereto, and exercise without interference from Borrower any and all rights which Borrower has with respect to the management, possession, operation, protection, or preservation of the Property, including the right to rent the same for the account of Borrower and to apply all Rents related thereto as provided in Section 9.5 hereof and the right to exercise all rights of Borrower under any Contracts. All such costs, expenses, and liabilities incurred by the Beneficiary in collecting such Rents and in managing, operating, maintaining, protecting, or preserving the Property, if not paid out of Rents, shall constitute a demand obligation owing by Borrower and shall bear interest from the date of expenditure until paid at the Default Rate, all of which shall be deemed Indebtedness. If necessary to obtain the possession provided for above, Beneficiary may invoke any and all legal remedies to dispossess Borrower, including one or more actions for forcible entry and detainer, trespass to try title, and restitution. Furthermore, without taking possession of any Property, Beneficiary may, but shall have no obligation to, enter upon the Property and take such actions, and incur and pay such Costs, as Beneficiary deems appropriate, in Beneficiary’s sole discretion, in order to (i) preserve or protect the Property, including paying or otherwise resolving any liens or security interests or any threatened or claimed liens or security interests against any of the Property, making repairs, winterizing the property, securing the property from access by third parties, securing the property from elements, and initiating or completing any construction for such purposes; (ii) exercise Beneficiary’s rights pursuant to Subsection 7.1(a) hereof; and (iii) pay any expenses incurred by Borrower, or any expenses incurred by Beneficiary pursuant to the Loan Documents, with respect to the Land or the Property, including construction Costs, Costs incurred pursuant to any Contracts, and any other Costs related to the Land and the Property (including insurance, title insurance, taxes, assessments, inspections, or compliance with Legal Requirements). In connection with any action taken by Beneficiary pursuant to this Subsection, Beneficiary shall not be liable for any loss sustained by Borrower resulting from any failure to let the Property, or any part thereof, or from any other act or omission of Beneficiary with respect to the Land or the Property unless such loss is caused by the gross negligence or willful misconduct of Beneficiary, nor shall Beneficiary be obligated to perform or discharge any obligation, duty, or liability under any Contract or Lease or under or by reason hereof or the exercise of rights or remedies hereunder. Borrower shall and does hereby agree to indemnify Beneficiary for, and to hold Beneficiary harmless from, any and all liability, loss, or damages, which may or might be incurred by Beneficiary under any such Contract or Lease or under or by reason hereof or the exercise of rights or remedies hereunder (except by reason of the indemnified party’s gross negligence or willful misconduct but including by reason of the indemnified party’s simple negligence), and from any and all claims and demands whatsoever which may be asserted.
against Beneficiary by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in any such Contract or Lease. Should Beneficiary incur any such liability, the amount thereof, including costs, expenses, and reasonable attorneys' fees, together with interest thereon from the date of expenditure until paid at the Default Rate, shall be secured hereby, and Borrower shall reimburse Beneficiary therefor immediately upon demand. Nothing in this Subsection shall impose any duty, obligation, or responsibility upon Beneficiary for the control, care, management, performance, leasing, or repair of the Land, the Improvements, or the Property, nor force the carrying out of any of the terms and conditions of any Lease or Contract; nor shall it operate to make Beneficiary responsible or liable for any waste committed on the Land by the tenants or by any other persons or entities, or for any Hazardous Substance in, on, or under the Land, or for any dangerous or defective condition of the Land or Improvements, or for any negligence in the management, leasing, upkeep, performance, repair, or control of the Land or Improvements, resulting in loss or injury or death to any tenant, licensee, employee, or stranger. Borrower hereby assents to, ratifies, and confirms any and all actions of Beneficiary with respect to the Land and the Property taken under this Subsection. Any receipt of consideration received by Beneficiary pursuant to this Subsection (other than Rents) shall be applied as provided in Section 7.4 hereof. Without limiting the foregoing, Beneficiary shall have the rights and remedies contained in Section 2938 of the California Civil Code in effect on January 1, 1997, as amended or modified from time to time.

(c) **Right to Accelerate.** Except as expressly provided herein and in the other Loan Documents, Beneficiary may, without notice, demand, presentment, notice of nonpayment or nonperformance, protest, notice of protest, notice of intent to accelerate, notice of acceleration, or any other notice or any other action, all of which are hereby waived by Borrower and all other parties obligated in any manner whatsoever on the Indebtedness, declare the entire unpaid balance of the Indebtedness immediately due and payable, and upon such declaration, the entire unpaid balance of the Indebtedness shall be immediately due and payable. The failure to exercise any remedy available to the Beneficiary shall not be deemed to be a waiver of any rights or remedies of the Beneficiary under the Loan Documents, at law or in equity.

(d) **Foreclosure-Power of Sale.** Beneficiary may request Trustee to proceed with foreclosure under the power of sale which is hereby conferred, such foreclosure to be accomplished in accordance with the provisions of Section 12.1 hereof.

(e) **Beneficiary's Judicial Remedies.** Beneficiary, or Trustee, upon written request of Beneficiary, may proceed by suit or suits, at law or in equity, to enforce the payment of the Indebtedness and the performance and discharge of the Obligations in accordance with the terms hereof, of the Loan Agreement, and of the other Loan Documents, to foreclose the liens and security interests of this Deed of Trust as against all or any part of the Property, and to have all or any part of the Property sold under the judgment or decree of a court of competent jurisdiction. This remedy shall be cumulative of any other nonjudicial remedies available to the Beneficiary with respect to the Loan Documents. Proceeding with a request or receiving a judgment for legal relief shall not be or be deemed to be an election of remedies or bar any available nonjudicial remedy of the Beneficiary.
(f) **Beneficiary's Right to Appointment of Receiver.** Borrower hereby stipulates to the Court its consent to such appointment of a receiver if at the time of Beneficiary's request an Event of Default exists. The entering upon and taking possession of the Property, the collection of any Rents, the doing of other acts herein authorized and the application thereof as herein provided shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. Nothing herein contained shall be construed as constituting Beneficiary a mortgagee in possession in the absence of the actual taking of possession of the Property by Beneficiary or as constituting an action, rendering any of Borrower's obligations to Beneficiary unenforceable, in violation of any of the provisions of Section 726 of the California Code of Civil Procedure, or otherwise limiting any rights available to Beneficiary. Without limiting the foregoing, Beneficiary shall have the rights and remedies contained in Section 2938 of the California Civil Code in effect on January 1, 1997, as amended or modified from time to time.

(g) **Beneficiary's Code Remedies.** Without limiting the provisions of Subsection 7.8(g) hereof, the Beneficiary may exercise its rights of enforcement with respect to Personalty and the Fixtures as personal property under the Code, and in conjunction with any sale of any Personalty and the Fixtures, in addition to or in substitution for the rights and remedies under the Code or other applicable laws, Borrower agrees that:

1. without demand or notice to Borrower, Beneficiary may enter upon the Property to take possession of, assemble, receive, and collect the Personalty, or any part thereof, or to render it unusable; and

2. Beneficiary may require Borrower to assemble the Personalty and make it available at a place the Beneficiary reasonably designates to allow the Beneficiary to take possession or dispose of the Personalty; and

3. written notice mailed to Borrower as provided herein at least ten (10) days prior to the date of public sale of the Personalty or prior to the date after which private sale of the Personalty will be made shall constitute reasonable notice; and

4. in the event of a foreclosure sale, whether made by the Trustee under the terms hereof, or under judgment of a court, the Personalty, the other Property, or any portions thereof, may, at the option of the Beneficiary, be sold together; and

5. any sale of personal property shall be deemed to have been a public sale conducted in a commercially reasonable manner if held contemporaneously with the sale of any real property under power of sale as provided herein upon giving the same notice with respect to the sale of the personal property as is required for such sale of the real property under power of sale, and such sale shall be deemed to be pursuant to a security agreement covering both real and personal property under Section 9.604 of the Code; and

6. it shall not be necessary that Beneficiary take possession of the Personalty, or any part thereof, prior to the time that any sale pursuant to the provisions of this Subsection is conducted, and it shall not be necessary that the Personalty or any part thereof be present at the location of such sale; and
(7) expenses to which proceeds of disposition of the Personalty shall be applied include the reasonable expenses of retaking, holding, preparing for sale or lease, selling, leasing and the like, and the reasonable attorneys’ fees and legal expenses incurred by Beneficiary in connection therewith; and

(8) after notification which complies with Subsection (g)(iii), Beneficiary may sell, lease, or otherwise dispose of the Personalty, or any part thereof, in one or more parcels at public or private sale or sales, at Beneficiary’s offices or elsewhere, for cash, on credit, or for future delivery; Borrower shall be liable for all expenses of retaking, holding, preparing for sale, or the like, and all attorneys’ fees, legal expenses, and all other costs and expenses incurred by Beneficiary in connection with the collection of the Indebtedness and the enforcement of Beneficiary’s rights under the Loan Documents; Beneficiary shall apply the proceeds of the sale of the Personalty against the Indebtedness in accordance with the provisions of Section 7.4 hereof; Borrower shall remain liable for any deficiency if the proceeds of any sale or disposition of the Personalty are insufficient to pay the Indebtedness in full; Borrower waives all rights of marshaling in respect of the Personalty; and

(9) Beneficiary may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by the Beneficiary, including the sending of notices and the conduct of the sale, but in the name and on behalf of the Beneficiary.

(h) Rights Relating to Leases. So long as any part of the Indebtedness and Borrower Obligations secured hereby remain unpaid or not fully performed, the fee and any leasehold estates to the Property shall not merge but rather shall remain separate and distinct, notwithstanding the union of such estates either in Borrower, Beneficiary, any lessee, or any third party purchaser or otherwise. Beneficiary may from time to time elect, and notice hereby is given to each lessee under each Lease, to subordinate the lien of this Deed of Trust to any Lease by unilaterally executing and recording an instrument of subordination. Upon foreclosure, without limiting any other provisions contained in the Loan Documents, the purchaser at foreclosure shall have no liability or responsibility for any obligations of the landlord that occurred or that accrued under any such Lease prior to foreclosure or for any acts of prior landlords, and the lessee of such subordinated Lease shall attorn to the purchaser at foreclosure as the new landlord of such Lease with all rights of the prior landlord under such Lease but with only the obligations of landlord that accrue after the foreclosure. The rights of the Beneficiary and any purchaser at foreclosure contained in this Section are covenants running with the land and shall be binding on all future interests in any such leasehold estate and the Property, including all Leases hereafter executed, until the lien of this Deed of Trust is released in full. Nothing contained in this Deed of Trust, nor the exercise of any right, power, or authority herein granted to Beneficiary, or Trustee on Beneficiary’s behalf, shall be, or shall be construed to be, an affirmation by it of any tenancy, Lease, or option, nor an assumption (except to the extent expressly agreed in writing by Beneficiary) of liability under any tenancy, Lease, or option, nor the subordination (except a subordination as provided in this Subsection 7.1(h) or as otherwise expressly agreed in writing by Beneficiary) of the lien or any other rights or interests granted for the benefit of Beneficiary under this Deed of Trust.
(i) **Other Rights.** Subject to the terms and conditions in the Loan Agreement, Beneficiary (i) may surrender the insurance policies maintained pursuant to any of the Loan Documents, and upon receipt shall apply the unearned premiums as a credit on the Indebtedness, in accordance with the provisions of Section 7.4 hereof, and, in connection therewith, Borrower hereby appoints Beneficiary as its attorney-in-fact (which is coupled with an interest and is therefore irrevocable) for Borrower to collect such premiums; and (ii) may apply the reserve for Impositions and insurance premiums, if any, required by the provisions of this Deed of Trust toward payment of the Indebtedness in any order as Beneficiary may determine in Beneficiary’s sole discretion.

(j) **Beneficiary as Purchaser.** Beneficiary may be the purchaser of the Property or any part thereof, at any sale thereof, whether such sale be under the power of sale herein vested in Trustee or upon any other foreclosure of the liens and security interests hereof, or otherwise, and Beneficiary shall receive the same rights, benefits, and conveyances as any third party purchaser, upon any such purchase.

7.2 **Other Rights of Beneficiary.** Should any part of the Property come into the possession of Beneficiary, whether before or after default, Beneficiary may (for itself or by or through other persons, firms, or entities) hold, lease, manage, use, or operate the Property for such time and upon such terms as Beneficiary may deem prudent under the circumstances (making such repairs, alterations, additions, and improvements thereto and taking such other action as Beneficiary may from time to time deem necessary or desirable) for the purpose of preserving the Property or its value, pursuant to the order of a court of appropriate jurisdiction or in accordance with any other rights held by Beneficiary in respect of the Property. Borrower covenants to promptly reimburse and pay to Beneficiary on demand, at the place where the Loan is payable, the amount of all reasonable expenses (including the cost of any insurance, Impositions, or other charges) incurred by Beneficiary pursuant to this Section, together with interest thereon from the date paid by Beneficiary at the Default Rate; and all such expenses and interest shall be and become a part of the Indebtedness. It is agreed, however, that the risk of loss or damage to the Property is on Borrower, and Beneficiary shall have no liability whatsoever for decline in value of the Property, for failure to obtain or maintain insurance, or for failure to determine whether insurance in force is adequate as to amount or as to the risks insured.

7.3 **Possession After Foreclosure.** If the liens or security interests hereof shall be foreclosed by power of sale granted herein, by judicial action, or otherwise, the purchaser at any such sale shall receive, as an incident to purchaser’s ownership, immediate possession of the property purchased. If Borrower or Borrower’s successors shall hold possession of said property or any part thereof subsequent to foreclosure, Borrower and Borrower’s successors shall be considered as lessees at sufferance of the purchaser at foreclosure sale (without limitation of other rights or remedies, at a reasonable rental per day, due and payable daily, based upon the value of the portion of the Property so occupied and sold to such purchaser), shall be subject to forcible entry and detainer without further notice, and shall be subject to eviction and removal with or without process of law, and all damages by reason thereof are hereby expressly waived.

7.4 **Application of Proceeds.** The proceeds from any sale, lease, or other disposition made pursuant to this ARTICLE VII shall be applied by Trustee, or by Beneficiary, as the case may be, to the Indebtedness in the following order and priority: (i) to the payment of all
expenses of advertising, selling, and conveying the Property or part thereof, and/or prosecuting or otherwise collecting Rents, proceeds, premiums, or other sums, including reasonable attorneys’ fees and a reasonable fee or commission to Trustee, not to exceed five percent of the proceeds thereof or sums so received; (ii) to the remainder of the Indebtedness as follows: first, to the remaining accrued but unpaid interest, and second, to the outstanding principal of the Indebtedness; (iii) the balance, if any and to the extent applicable, remaining after the full and final payment of the Indebtedness and full performance and discharge of Borrower Obligations, to the holder or beneficiary of any inferior liens covering the Property, if any, in order of the priority of such inferior liens (Trustee and Beneficiary shall hereby be entitled to rely exclusively upon a commitment for title insurance issued to determine such liens and their priority); and (iv) the cash balance, if any, to the Borrower. The application of proceeds of sale or other proceeds as otherwise provided herein shall be deemed to be a payment of the Indebtedness like any other payment. The balance of the Indebtedness remaining unpaid, if any, shall remain fully due and owing in accordance with the terms of the Loan Agreement or the other Loan Documents.

7.5 Abandonment of Sale. In the event a foreclosure hereunder is commenced by Trustee in accordance with Subsection 7.1(d) hereof, at any time before the sale is consummated, Trustee may abandon the sale, and Beneficiary may then institute suit for the collection of the Indebtedness and for the foreclosure of the liens and security interests hereof and of the Loan Documents or exercise any other rights or remedies. If Beneficiary should institute a suit for the collection of the Indebtedness and for a foreclosure of the liens and security interests, Beneficiary may, at any time before the entry of a final judgment in said suit, dismiss the same and require Trustee to sell the Property or any part thereof in accordance with the provisions of this Deed of Trust.

7.6 Payment of Costs. To the fullest extent allowable under applicable law, Borrower agrees to pay all Costs incurred or paid by Beneficiary in connection with the Indebtedness, Borrower Obligations, or the Loan Documents (i) in collecting payment, whether or not suit is filed; (ii) in defending and/or bringing suit, or if Beneficiary otherwise becomes a party to any suit or proceeding where the Indebtedness or Borrower Obligations are involved, or if Beneficiary is required to respond to any service of process, including a subpoena; (iii) in foreclosing or taking any other actions to secure possession and exercise Beneficiary’s rights with respect to any collateral; (iv) in connection with any bankruptcy, reorganization, or other similar proceeding, or any probate proceeding, involving Borrower or any Constituent Party which in any way affects the exercise by Beneficiary or the Trustee of its rights and remedies; (v) to otherwise enforce Beneficiary’s rights and remedies pursuant to or which arise out of this Deed of Trust and/or any other Loan Document; (vi) in connection with the negotiation, preparation, and execution hereof and of any other Loan Document and any amendment hereto or thereto, or any release, consent, approval, or waiver hereunder or under any other Loan Document; (vii) in connection with the making of any advance under the Loan; (viii) incurred by Beneficiary which are payable or reimbursable by Borrower pursuant to any Loan Document; and (ix) which are the obligation of Borrower or incurred by Beneficiary pursuant to any of the Loan Documents. All such Costs shall be and become a part of the Indebtedness. Except as provided in Sections 7.1(a), 7.1(b), 7.2 and 9.7 hereof and in the Loan Agreement, all such Costs shall be due and payable when incurred and shall bear interest at the Default Rate during any period an Event of Default exists (without being fully cured) and at the Applicable Loan Rate (as
such term is defined in the Loan Agreement) during any period an Event of Default does not exist from the date such Costs are paid by Beneficiary until Beneficiary is reimbursed for the respective Costs and interest.

7.7 Intentionally omitted.

7.8 Miscellaneous.

(a) Discontinuance of Remedies. In case Beneficiary shall have proceeded to invoke any right, remedy, or recourse permitted to it under the Loan Documents and shall thereafter elect to discontinue or abandon same for any reason, Beneficiary shall have the unqualified right so to do and, in such event, Borrower, Beneficiary shall be restored to their former positions with respect to the Indebtedness, the Loan Documents, the Property or otherwise, and the rights, remedies, recourses and power of Beneficiary shall continue as if same had never been invoked.

(b) Other Remedies. In addition to the remedies set forth in this Deed of Trust, Beneficiary and Trustee shall have all other rights and remedies available to them at law or in equity, and Beneficiary shall have all other rights and remedies set forth in the other Loan Documents.

(c) Remedies. All rights, remedies, and recourses of Beneficiary granted in the Loan Agreement, this Deed of Trust, the other Loan Documents, or otherwise available at law or equity: (i) shall be cumulative; (ii) may be pursued separately, jointly, successively, concurrently, or in any combination thereof against Borrower, the Property or any Constituent Party, or against any one or more of them, in such order as Beneficiary may determine, in the sole discretion of Beneficiary; (iii) may be exercised as often as occasion therefor shall arise, it being agreed by Borrower that the exercise, discontinuance of exercise, or failure to exercise any of same shall in no event be construed as a waiver or release thereof or of any other right, remedy, or recourse; (iv) shall be nonexclusive; (v) shall not be conditioned upon Beneficiary exercising or pursuing any remedy in relation to the Property prior to Beneficiary bringing suit to recover the Indebtedness or suit on the Obligations; and (vi) shall not be deemed to be an election of nonjudicial or judicial remedies otherwise available to the Beneficiary.

(d) Partial Reconveyance or Release; Collateral. From time to time, Beneficiary may request Trustee to reconvey, regardless of consideration, any part of the Property without, as to the remainder, in any way impairing, affecting, subordinating, or releasing or reconveying the lien, security interests, or other rights evidenced by this Deed of Trust or the other Loan Documents and without affecting the obligations of Borrower or Constituent Party to pay the Indebtedness or perform and discharge the Obligations. For payment of the Indebtedness, Beneficiary may resort to any of the collateral therefor in such order and manner as Beneficiary may elect. The taking of additional collateral, or the amendment, extension, renewal, or rearrangement of the Indebtedness or Obligations, or any part thereof, shall not release or impair the lien, security interests, or other rights granted hereby or by any of the other Loan Documents, or affect the liability of Borrower, any endorser, Constituent Party, or any other person or entity obligated for payment or performance of any portion of the Indebtedness or Obligations, or improve the right of any junior lienholder.
(e) Waiver and Release. Borrower hereby irrevocably and unconditionally waives and releases: (i) all benefits that might accrue to Borrower by virtue of any present or future law exempting the Property from attachment, levy or sale on execution or providing for any appraisement, stay of execution, exemption from civil process, redemption, or extension of time for payment; (ii) except as otherwise expressly required in a Loan Document, all notice of any Event of Default, notice of the exercise of any right, remedy, or recourse provided for under the Loan Documents, or any other notice under or with respect to all of the Loan Documents or any action taken by Beneficiary in connection therewith; (iii) any right to a marshaling of assets or a sale in inverse order of alienation; (iv) any right to be released, or any claim that a release has occurred, by reason of any extension of time or any modification or change to the terms of any of the Loan Documents, except a party will not be liable for an increase in the amount of principal, or interest on such increased principal, pursuant to any such modification if such principal increase was not contemplated in the Loan Documents (absent such modification) or agreed to in writing by such party; and (v) all rights to the benefits of any statute of limitations, moratorium, or laches now provided or which may hereafter be provided by federal or state law or pursuant to common law, to the fullest extent such rights can be waived and released pursuant to applicable law.

(f) No Implied Covenants. Borrower and Beneficiary mutually agree that there are no, nor shall there be any, implied covenants of good faith and fair dealing or other similar covenants or agreements in this Deed of Trust and the other Loan Documents. All agreed contractual duties are set forth in this Deed of Trust, the Loan, and the other Loan Documents.

(g) Real Property Laws Governing. Each time Beneficiary elects to exercise remedies in this ARTICLE VII with respect to both real property and personal property which are part of the Property, to the fullest extent allowed by law, such remedies shall be governed by the real property laws of the State of California and shall not be governed by the personal property laws of such State, thereby rendering inapplicable, without limitation, Sections 9.615, 9.620, and 9.627 of the Code.

(h) Beneficiary Performance. Notwithstanding anything to the contrary contained herein or in the other Loan Documents, Beneficiary may cease or suspend any and all performance required of Beneficiary under the Loan Documents upon and during the continuance of any breach or default and upon and at any time after the occurrence of any Event of Default.

ARTICLE VIII – SPECIAL PROVISIONS

8.1 Anti-Terrorism. Borrower has taken, and shall continue to take until the Indebtedness is fully repaid and each and all of the Obligations are satisfied in full, such measures as are required by any and all Anti-Terrorism Laws to assure that the funds invested in Borrower and/or used to make payments on the Indebtedness or the Obligations are derived from (i) transactions and sources that do not violate any Anti-Terrorism Laws nor, to the extent such funds originate outside the United States, do not violate the laws of the jurisdiction from which they originated; and (ii) permissible sources under Anti-Terrorism Laws or, to the extent such funds originate outside the United States, under the laws of the jurisdiction from which they originated. If Beneficiary reasonably believe that Borrower, any Constituent Party, or any
affiliate of any such parties, may have breached any of the representations, warranties, or covenants set forth in this Deed of Trust or the other Loan Documents relating to any Anti-Terrorism Laws or the identity of any person or entity as a Prohibited Person, then Beneficiary shall have the right, with or without notice to Borrower, to (i) notify the appropriate governmental authority and to take such action as such governmental authority or applicable Anti-Terrorism Laws may direct; (ii) withhold advances under the Loan Documents and segregate the assets constituting the Property or any of Borrower’s funds or assets deposited with or otherwise controlled by Beneficiary pursuant to the Loan Documents; (iii) decline any payment (or deposit such payment with an appropriate United States governmental authority or court) or decline any prepayment or consent request; and/or (iv) declare an Event of Default and exercise any and all rights and remedies in connection therewith. Borrower agrees that neither the Borrower, nor any Constituent Party will assert any claim (and hereby waives, for itself and on behalf of such other parties, any claim that they may now or hereafter have) against Beneficiary or any of their affiliates, successors, assigns, representatives, or agents for any form of damages as a result of any of the foregoing actions, regardless of whether or not Beneficiary’s reasonable belief is ultimately demonstrated to be accurate. If at any time Borrower obtains actual knowledge that Borrower or any Constituent Party is, or becomes, a Prohibited Person or are indicted, arraigned, or custodially detained on charges or allegations involving or relating to any Anti-Terrorism Laws, Borrower shall immediately notify Beneficiary in writing of same. Borrower shall promptly deliver to Beneficiary any certification or other evidence requested by Beneficiary confirming compliance by Borrower, each Constituent Party, with all Anti-Terrorism Laws, and confirming that neither Borrower nor any Constituent Party (nor any person or party owning any interest of any nature whatsoever in Borrower or any Constituent Party) is not a Prohibited Person. Beneficiary is authorized to obtain, verify, and record information that may identify Borrower and/or each Constituent Party in accordance with or with respect to any Anti-Terrorism Laws.

8.2 INDEMNITY. SECTION 7.13 OF THE LOAN AGREEMENT IS HEREBY INCORPORATED HEREIN BY REFERENCE.

Borrower shall reimburse each Indemnified Party for its respective Costs (as such term is defined in Section 1.1 hereof) incurred in connection with any of the foregoing within five (5) days after such Indemnified Party gives a written demand therefor, whether or not an action is actually commenced or concluded. All other indemnity obligations hereunder shall become due and payable when actually incurred by the Indemnified Party. Any payments not made when due shall bear interest at the default rate from the date such payment was due until fully paid. So long as the lien of this Deed of Trust has not been fully released or reconveyed, all amounts payable by Borrower, and interest thereon, under this Section 8.5 shall be secured by this Deed of Trust and all other collateral for the Loan.

The provisions of this Section 8.2 shall survive (i) repayment of the Indebtedness and performance of the Obligations; (ii) the release, reconveyance or cancellation of the lien of this Deed of Trust or any other collateral securing, or parties liable for any part of, the Indebtedness or Obligations; (iii) any foreclosure (or action or deed in lieu of foreclosure); (iv) the sale or other transfer by Borrower or of Beneficiary (if it acquires title to the Property) of any or all of its right, title and interest in or to the Property; and (v) the exercise by Beneficiary of any and all remedies set forth herein or in the Loan Documents.
8.3 Subrogation. Borrower waives any and all right to claims, recovery, or subrogation against Beneficiary or their officers, directors, employees, agents, attorneys, or representatives for loss or damage to Borrower, the Property, Borrower’s property, or the property of others under Borrower’s control from any cause insured against or required to be insured against by the provisions of the Loan Documents. Inasmuch as the above waivers preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), Borrower hereby agrees to immediately give to each insurance company which has issued to it any such insurance policy, whether or not it is required to be insured against by the provisions of the Loan Documents, written notice of the terms of said waivers, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.

8.4 Waiver of Setoff. The Indebtedness, or any part thereof, shall be paid by Borrower without notice, demand, counterclaim, setoff, deduction, or defense and without abatement, suspension, deferment, diminution, or reduction by reason of: (i) any damage to, destruction of, or any condemnation or similar taking of the Property; (ii) any restriction or prevention of or interference with any use of the Property; (iii) any title defect or encumbrance or any eviction from the Property by superior title or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation, or other like proceeding relating to Trustee, Beneficiary or Borrower, or any action taken with respect to this Deed of Trust by any trustee or receiver of Beneficiary or Borrower, or by any court, in any such proceeding; (v) any claim which Borrower has or might have against Trustee or Beneficiary; or (vi) any other occurrence whatsoever, whether similar or dissimilar to the foregoing, whether or not Borrower shall have notice or knowledge of any of the foregoing. Except to the extent prohibited by law, Borrower waives all rights now or hereafter conferred by statute or otherwise to any setoff, abatement, suspension, deferment, diminution, or reduction of the Indebtedness.

8.5 Consent to Disposition. It is expressly agreed that Beneficiary may predicate Beneficiary’s decision to grant or withhold consent to a Disposition on such terms and conditions as Beneficiary may require, in Beneficiary’s sole and absolute discretion, including: (i) consideration of the creditworthiness of the party to whom such Disposition will be made and its management ability with respect to the Property; (ii) consideration of whether the security for repayment of the Indebtedness and the performance and discharge of Borrower Obligations, or Beneficiary’s ability to enforce its rights, remedies, and recourse with respect to such security, will be impaired in any way by the proposed Disposition; (iii) an increase in the rate of interest payable under the Loan or any other change in the terms and provisions of the Loan Agreement and other Loan Documents; (iv) reimbursement of Beneficiary for all costs and expense incurred by Beneficiary in investigating the creditworthiness and management ability of the party to whom such Disposition will be made and in determining whether Beneficiary’s security will be impaired by the proposed Disposition; (v) payment to Beneficiary of an assumption fee of one percent (1%) of the maximum amount of the Loan to cover the cost of documenting the Disposition in its records; (vi) payment of Beneficiary’s reasonable attorneys’ fees in connection with such Disposition; (vii) the express assumption of payment of the Indebtedness and performance and discharge of Borrower Obligations by the party to whom such Disposition will be made (with or without the release of Borrower, if any, from liability for such Indebtedness and Obligations); (viii) the execution of assumption agreements, modification agreements, supplemental Loan Documents, and financing statements, satisfactory in form and substance to
Beneficiary; (ix) endorsements (to the extent available under applicable law) to any existing Title Policy (as defined in the Loan Agreement) insuring Beneficiary’s liens and security interests covering the Property; and (x) the determination by Beneficiary based on such property financial reports as Beneficiary may require and approve, that the Property meets Beneficiary’s underwriting criteria (including, without limitation, debt service coverage ratio and loan to value ratio) in effect at the time of the transfer of the Property. Borrower hereby expressly acknowledges that Beneficiary have no duty of good faith or any other duty with respect to providing consent to a Disposition.

8.6 Consent to Subordinate Mortgage. In the event of consent by Beneficiary to the granting of a Subordinate Mortgage (which Beneficiary shall have no obligation to provide), or in the event the right of Beneficiary to declare the Indebtedness to be immediately due and payable upon the granting of a Subordinate Mortgage without the prior written consent of Beneficiary is determined by a court of competent jurisdiction to be unenforceable under the provisions of any applicable law, Borrower will not execute or deliver any Subordinate Mortgage unless: (i) it shall contain express covenants to the effect: (A) that the Subordinate Mortgage is in all respects unconditionally subject and subordinate to the lien and security interest evidenced by this Deed of Trust and each term and provision hereof; (B) that if any action or proceeding shall be instituted to foreclose the Subordinate Mortgage (regardless of whether the same is judicial proceeding or pursuant to a power of sale contained therein), no lessee of any portion of the Property will be named as a party defendant, nor will any action be taken with respect to the Property which would terminate any occupancy or tenancy of the Property without the prior written consent of Beneficiary; (C) that the rents and profits, if collected through a receiver or by the holder of the Subordinate Mortgage, shall be applied first to the Indebtedness, next to the payment of the Impositions, and then to the performance and discharge of Borrower Obligations; and (D) that if any action or proceeding shall be brought to foreclose the Subordinate Mortgage (regardless of whether the same is a judicial proceeding or pursuant to a power of sale contained therein), written notice of the commencement thereof will be given to Beneficiary contemporaneously with the commencement of such action or proceeding; and (ii) a copy thereof shall have been delivered to Beneficiary not less than ten (10) days prior to the date of the execution of such Subordinate Mortgage.

8.7 No Duty by Beneficiary. Beneficiary owes no duty to Borrower or any third party related to the development, construction, design, preservation, insurance, inspection, supervision, compliance, operation, or any other matters regarding the Land, the Improvements, the Fixtures or the Property. All actions taken by Beneficiary (including actions by any persons or entities acting on behalf of Beneficiary and all actions taken by Beneficiary as permitted by the Loan Documents, including to enforce Beneficiary’s rights and remedies and to act as Borrower’s attorney-in-fact pursuant to the Loan Document) shall be deemed to be solely for the benefit of Beneficiary, shall not be deemed or construed as an assumption of any obligation or liability of Borrower by Beneficiary, and Borrower hereby waives any duty of Beneficiary to the contrary.

8.8 No Assumption by Beneficiary. Any term or condition of any of the Loan Documents which may be interpreted or construed to the contrary notwithstanding, and notwithstanding any action taken by Beneficiary which is permitted pursuant to the Loan Documents (including to take or refraining from taking any action with respect to Borrower, the Land, the Improvements, the Fixtures, the Property, the Rents, any third party, or any other
collateral to enforce Beneficiary’s rights and remedies pursuant to the Loan Documents. Borrower and each of its Constituent Parties acknowledge and agree that (i) Beneficiary does not have, and shall not be deemed or construed to assume any liability or responsibility for the performance of any of the Obligations or any obligation, responsibility, or liability for the management, conduct, or operation of the business and affairs of Borrower or with respect to the Land (including development, construction, or repairs) or Rents or any part of the Property; and (ii) any such term or condition of the Loan Documents and any such action taken by Beneficiary, shall be deemed to be solely for the benefit of Beneficiary in monitoring or enforcing the performance of the Obligations and payment of the Indebtedness, and to maintain and preserve the security given by Borrower to Beneficiary for the Loan, and may not be relied upon by any other person or entity.

8.9 No Waiver; No Third Party Beneficiaries. Each waiver by Beneficiary with respect to the Indebtedness, any Obligation, or otherwise with respect to the Loan Documents must be in writing, and no waiver shall be construed as a continuing waiver. No waiver shall be implied from Beneficiary’s delay in exercising or failure to exercise any right or remedy. Consent by Beneficiary to any act or omission by Borrower shall not be construed as consent to any other or subsequent act or omission or as a waiver of the requirement for Beneficiary’s consent to be obtained in any future or other instance. No Loan Document provision or action taken by Beneficiary pursuant thereto shall be construed to make or render Beneficiary liable to any materialman, subcontractor, contractor, laborer, or supplier of materials for work or labor furnished in connection with the construction of any of the Improvements or otherwise, or for debts or claims accruing to any such persons or entities or other third parties against Borrower. Notwithstanding anything contained in the Loan Documents, or any conduct or course of conduct by the parties before or after signing the Loan Documents, the Loan Documents shall not be construed as creating any rights, claims, or causes of action against Beneficiary, or any of Beneficiary’s officers, directors, agents, or employees, in favor of any contractor, subcontractor, supplier of labor or materials, or any of their respective creditors, or any other person or entity other than Borrower. Without limiting the generality of the foregoing, any Advance or payment made by Beneficiary to any contractor, subcontractor, supplier of labor or materials, or other third party, and any exercise of Beneficiary’s rights as permitted in the Loan Documents (including to act as attorney-in-fact of Borrower), shall not confer or be deemed a recognition by Beneficiary of a third-party beneficiary status of any such person or entity or any other entitlement of any such person or entity to further actions by Beneficiary or to any rights under the Loan Documents.

8.10 Payment after Acceleration. If, following the occurrence of an Event of Default, and an acceleration of the Indebtedness or any part thereof, but prior to a foreclosure sale of the Property, Borrower shall pay to Beneficiary the amount sufficient to satisfy the Indebtedness or the part thereof which has been accelerated, which such payment shall be deemed a voluntary prepayment of the Indebtedness and, accordingly, Borrower, to the extent permitted by applicable law, shall also pay to Beneficiary the premium or fee, if any, then required under the Loan Agreement relating to such prepayment.
ARTICLE IX – ASSIGNMENT OF LEASES AND RENTS

9.1 Assignment. In consideration of the Indebtedness and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Borrower hereby absolutely and unconditionally GRANTS, BARGAINS, SELLS, ASSIGNS, and CONVEYS the Leases and Rents unto Beneficiary, in order to provide a source of future payment of the Indebtedness and the Obligations, subject only to any Permitted Encumbrances applicable thereto and the Rent License, it being the intention of Borrower and Beneficiary that this conveyance be presently and immediately effective, and is neither conditional nor security for the repayment of the Indebtedness and the Obligations; TO HAVE AND TO HOLD the Leases and Rents unto Beneficiary, forever, and Borrower does hereby bind itself, its successors, and assigns to warrant and forever defend the title to the Leases and Rents unto Beneficiary against every person whomsoever lawfully claiming or to claim the same or any part thereof. This Assignment is a present, absolute and unconditional assignment to Beneficiaries of all of Borrower's right, title and interest in all current and future Leases and Rents, and not an assignment for additional security only. Borrower shall execute and deliver to Beneficiary such additional instruments, in form and substance reasonably satisfactory to Beneficiary, as may hereafter be requested by Beneficiary to further evidence and confirm such assignment.

9.2 Limited License. Beneficiary hereby grants to Borrower the Rent License, subject to termination of the Rent License and the other terms and provisions of this ARTICLE IX, to exercise and enjoy all incidences of the status of a lessor with respect to the Rents, including the right to collect, demand, sue for, attach, levy, recover, and receive the Rents, and to give proper receipts, releases, and acquittances therefor. Borrower hereby agrees that all Rents received by Borrower prior to termination of the assignment in this ARTICLE IX shall be held by Borrower as Beneficiary's Agent and applied in accordance with the provisions of this Article IX. Upon the occurrence of an Event of Default, Borrower hereby agrees that the Rent License shall automatically, and without notice or further action of any kind or nature by Beneficiary, terminate, in which case Beneficiary may thereafter give Rent Notices to lessees under the Leases in accordance with Section 9.4 hereof, and, unless otherwise directed in writing by Beneficiary, Borrower shall immediately deliver to Beneficiary all Rents received by Borrower. After termination of the Rent License, Beneficiaries shall have the right, in the sole discretion of Beneficiary, to reinstate the Rent License as to all or any portion of the Rents, and upon any additional terms and conditions as Beneficiary may determine, by giving written notice thereof to Borrower and to the respective lessees of the Leases to whom a Rent Notice was given and as to whom the Rent License is being reinstated, in which case the provisions of this ARTICLE IX shall apply to such reinstated Rent License and the Rents covered thereby along with any additional terms and conditions as may be specified by Beneficiary in connection therewith. Notwithstanding the foregoing, in the event that Beneficiary is required by any provision of law to give Borrower notice or to make a demand to terminate the Rent License or to enforce the assignment granted by Borrower to Beneficiary pursuant to ARTICLE IX hereof, such notice, if not otherwise given by Beneficiary in such other manner as may be permitted or required by applicable law, shall be deemed to have been given by Beneficiary and actually received by Borrower when Beneficiary sends to Borrower, in the manner set forth herein, a written notice of default or demand for payment of the amount in default whether or not such notice or demand specifically refers to or contains a termination of the Rent License.
9.3 General Provisions Relating to Rents. It shall never be necessary for Beneficiary to institute legal proceedings to enforce any provision of this ARTICLE IX. All Rents received by Borrower or Beneficiary shall be applied as provided in this ARTICLE IX. Neither the assignment in Section 9.1 nor the termination of the Rent License, if any, shall affect a pro tanto payment of the Indebtedness or any portion thereof. Neither Beneficiary’s receipt or collection of Rents, the application of any Rents to the Indebtedness or any Borrower Obligations, nor the exercise of, or omission to exercise, any other rights or remedies that Beneficiary has with respect to the Rents, shall cure or waive any Event of Default or notice of Event of Default, if any, or invalidate any act done pursuant to such notice, except to the extent any such Event of Default is fully cured. Failure, lack of diligence, or discontinuance by Beneficiary, at any time or from time to time, to collect any Rents shall not in any manner impair Beneficiary’s rights or interests conferred herein to Beneficiary, nor result in any liability of Beneficiary to Borrower. Beneficiary does not assume any duties or obligations under any of the Leases; nothing contained in this ARTICLE IX, and no action taken by Beneficiary with respect to the rights and interests granted to Beneficiary pursuant to this ARTICLE IX in and to the Rents, shall effect, or be construed as, an assumption of any Lease obligations or duties by Beneficiary.

9.4 Rent Notice. Each lessee of a Lease shall be entitled to rely on the existence of the Rent License until the lessee receives a Rent Notice. Upon receipt of a Rent Notice, each such lessee shall be entitled to rely on such Rent Notice, shall thereafter pay all Rents under the respective Lease directly to Beneficiary, and the receipt of such Rents by Beneficiary shall be a release of such lessee to the extent of all amounts so paid.

9.5 Application and Collection of Rents. At any time the Rent License is in effect, Rents which have been collected or otherwise received by Borrower, and are delivered to Beneficiary by Borrower for application to the Indebtedness, shall be applied to the Indebtedness in the same manner as any other payments on the Indebtedness would be applied under the Loan Documents. Rents received by Beneficiary (other than from Borrower as provided in the preceding sentence) for any period prior to foreclosure under this Deed of Trust or acceptance of a deed in lieu of such foreclosure shall be applied by Beneficiary to the payment of the following in such order (including application to more than one of the following items in any portions) as Beneficiary shall determine in Beneficiary’s sole discretion: (i) “Operating Expenses” (as determined in accordance with generally accepted accounting principles); (ii) Costs incident to collecting Rents; (iii) the Indebtedness; (iv) Borrower Obligations; (v) all other amounts to which Beneficiary is entitled pursuant to the Loan Documents executed by Borrower, whether related to Costs, indemnities, reimbursements, damages, or any other amounts; and (vi) thereafter to Borrower. If Rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the Rents, any funds expended by Beneficiary for such purposes shall become Indebtedness of Borrower to Beneficiary secured by this Deed of Trust, and such amounts shall be payable upon notice from Beneficiary to Borrower requesting payment thereof and shall bear interest from the date of disbursement at the Default Rate, unless payment of interest at such rate would be contrary to applicable law, in which event, such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law. In no event will Beneficiary have any liability for failing or refusing to pay any Operating Expenses with Rents received by Beneficiary. In no event will the existence or exercise of the rights under this ARTICLE IX, or the receipt of Rents by Beneficiary, effect a credit to or payment of the Indebtedness or any portion thereof, nor otherwise reduce the
Indebtedness, except to the extent, if any, that Rents are actually received by Beneficiary and applied upon or after said receipt to such Indebtedness in accordance with the provisions of this ARTICLE IX. Without impairing its rights hereunder, Beneficiary may, at its option, at any time and from time to time, release to Borrower any Rents received by Beneficiary, in which case Borrower shall apply such Rents in accordance with the first sentence of this Section 9.5. At any time during which Borrower is receiving Rents directly from any of the lessees under the Leases, Borrower shall, upon receipt of written direction from Beneficiary, make demand and/or sue for all Rents due and payable under one or more Leases, as directed by Beneficiary, as they become due and payable and which are past due and unpaid. If Borrower fails to timely take such action (or at any time during which the Rent License is terminated), Beneficiary shall have the right (but shall be under no duty or obligation) to demand, collect, and sue for, in its own name or in the name of Borrower, all Rents due and payable under the Leases, as same become due and payable and which are past due and unpaid.

9.6 Termination. Upon payment in full of the Indebtedness, and delivery of a release or releases, duly executed by Beneficiary, of the lien and security interest created by this Deed of Trust as to all Property, the assignment in Section 9.1 of this Deed of Trust shall terminate, become null and void, and shall be of no further force or effect.

9.7 Borrower’s Indemnities. Borrower shall indemnify and hold harmless Beneficiary from and against any and all liability, loss, cost, damage, or expense which Beneficiary may incur under or by reason of this assignment or by reason of or in defense of any and all claims and demands whatsoever which may be asserted against Beneficiary arising out of the Leases or with respect to the Rents (except as a result of the indemnified party’s gross negligence or intentional misconduct) or for any action taken by FRB or Beneficiary hereunder. In the event Beneficiary incurs any such liability, loss, cost, damage, or expense, the amount thereof together with all reasonable attorneys’ fees and interest thereon at the Default Rate shall be payable by Borrower to Beneficiary, as applicable, immediately, without demand, and shall be deemed a part of the Indebtedness.

9.8 Subordinate. The assignment of Rents granted in this ARTICLE IX is subordinate to the lien granted in ARTICLE II of this Deed of Trust and to the security interest granted in ARTICLE X of this Deed of Trust.

9.9 Additional Provisions. Without limiting the foregoing, Beneficiary shall have the rights and remedies contained in Section 2938 of the California Civil Code in effect on January 1, 1997, as amended or modified from time to time. No enforcement action of the type authorized by Section 9.2 above and no collection, distribution, or application of Rents by Beneficiary, shall do any of the following:

(a) No Mortgagee in Possession. Make Beneficiary a mortgagee in possession of the Property;

(b) No Action. Constitute an action, render any of Borrower’s obligations to Beneficiary unenforceable, violate Section 726 of the California Code of Civil Procedure or otherwise limit any rights available to Beneficiary; or
(c) No Bar to Deficiency Judgment. Be deemed to create any bar to a
deficiency judgment pursuant to any provision of law governing or relating to deficiency
judgments following the enforcement of any encumbrance, lien, or security interest,
notwithstanding that the action, collection, distribution, or application may reduce the
indebtedness secured by the assignment or by any deed of trust or other Deed of Trust

9.10 Borrower Rent Covenants. Borrower hereby covenants that Borrower has not
executed any prior assignment of said Rents, that Borrower has not performed, and will not
perform, any acts or has not executed, and will not execute, any instrument which would prevent
Beneficiary from exercising its rights under this ARTICLE IX, and that at the time of execution
of this Deed of Trust there has been no anticipation or prepayment of any of the Rents for more
than one month prior to the due dates of such rents. Borrower covenants that Borrower will not
hereafter collect or accept payment of any Rents more than one month prior to the due dates of
such rents. Borrower further covenants that Borrower will execute and deliver to Beneficiary
such further assignments of rents and revenues of the Property as Beneficiary may from time to
time request.

ARTICLE X – SECURITY AGREEMENT

10.1 Uniform Commercial Code Security Agreement. This Deed of Trust is intended
to be a security agreement pursuant to the Uniform Commercial Code for any of the items
specified above as part of the Property which, under applicable law, may be subject to a security
interest pursuant to the Uniform Commercial Code, and Borrower hereby grants Beneficiary a
security interest in said items. Borrower agrees that Beneficiary may file this Instrument, or a
reproduction thereof, (including, without limitation, a financing statement naming Beneficiary as
secured party and Borrower as debtor and identifying the Property as collateral) in the real estate
records or other appropriate index, as a financing statement for any of the items specified above
as part of the Property. Any reproduction of this Deed of Trust or of any other security
agreement or financing statement (including the General Security Agreement) shall be sufficient
as a financing statement. In addition, Borrower agrees to execute and deliver to Beneficiary,
upon Beneficiary’s request, any financing statements, as well as extensions, renewals and
amendments thereof, and reproductions of this Deed of Trust in such form as Beneficiary may
require to perfect a security interest with respect to said items. Borrower shall pay all costs of
filing such financing statements and any extensions, renewals, amendments and releases thereof,
and shall pay all reasonable costs and expenses of any record searches for financing statements
Beneficiary may reasonably require. Without the prior written consent of Beneficiary, Borrower
shall not create or suffer to be created pursuant to the Uniform Commercial Code any other
security interest in said items, including replacements and additions thereto. This Deed of Trust
constitutes a fixture filing in accordance with Section 9502 of the California Uniform
Commercial Code effective July 1, 2001, as the same may be amended.

10.2 Intentionally omitted.

10.3 Intentionally omitted.

10.4 Borrower’s Organizational Status. Borrower represents and warrants to
Beneficiary that (i) Borrower’s state of organization is California; (ii) Borrower’s name, as
shown in its organizational documents, as amended (if applicable), is exactly as set forth above; and (iii) Borrower’s organizational identification number is exactly as reflected in the Financing Statement filed by Beneficiary in connection herewith. Borrower agrees to notify Beneficiary prior to and immediately upon the occurrence: (i) of a change in name, jurisdiction of organization, or employer identification number; (ii) if it merges or consolidates with, or converts to, a different entity; or (iii) if it changes the state in which Borrower’s place of business (as determined pursuant to Section 9.307 of the Code, or any successor statute) is located.

10.5 **Borrower UCC Covenant.** Without the prior written consent of Beneficiary, Borrower shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in the items described in Section 10.1 hereof, including replacements and additions thereto, other than Permitted Encumbrances.

10.6 **Remedies.** Upon Borrower’s breach of any covenant or agreement of Borrower contained in this Deed of Trust, including the covenants to pay when due all sums secured by this Deed of Trust, Beneficiary shall have the remedies of a secured party under the Uniform Commercial Code and, at Beneficiary’s option, may also invoke the remedies provided herein or in any of the Loan Documents, or pursuant to any applicable law as to such items. In exercising any of said remedies, Beneficiary may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Beneficiary’s remedies under the Uniform Commercial Code or of the remedies provided herein or in any of the other Loan Documents.

**ARTICLE XI – MISCELLANEOUS**

11.1 **Survival of Indemnities.** The indemnities contained in this Deed of Trust shall survive payment of the Indebtedness and the reconveyance or release of the liens, security interests, and other conveyances of this Deed of Trust.

11.2 **Recording and Filing.** Borrower hereby authorizes Beneficiary to cause one or more of the Loan Documents (including amendments, supplements, e.c.), including, but not limited to, this Deed of Trust to be recorded, filed, re-recorded, and refiled in such manner and in such places as Trustee or Beneficiary shall deem reasonably necessary, and Borrower will pay all such recording, filing, re-recording, and refiling taxes, documentary stamp taxes, mortgage taxes, fees, and other charges.

11.3 **Notices.** All notices or other communications required or permitted to be given pursuant to this Deed of Trust shall be in writing and shall be considered as properly given if given in accordance with the provisions of the Loan Agreement. For purposes of such notices, the addresses of the parties shall be as set forth below; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of ten (10) days’ notice to the other party in the manner set forth in the Loan Agreement.
Beneficiary: First Republic Bank,
111 Pine Street
San Francisco, California 94111
Attention: Commercial Loan Servicing
Telephone: (415) 364-4410
Telexcopier: (415) 262-4141

And with a copy to: Norton Rose Fulbright US LLP
555 California Street
Suite 3300
San Francisco, California 94104-1715
Attention: Gerald McGovern
Telephone: (628) 231-6801

Borrower: San Domenico School
1500 Butterfield Road
San Anselmo, California 94960
Attention: David Wise
Telephone: (415) 258-1990 x1136

11.4 Covenants Running with the Land. All Obligations contained in this Deed of
Trust and the other Loan Documents are intended by Borrower, Beneficiary, and Trustee to be,
and shall be construed as, covenants running with the land until the lien of this Deed of Trust has
been fully released by Beneficiary.

11.5 Successors and Assigns. Subject to the provisions of Sections 5.6 and 6.8 hereof,
all of the terms of the Loan Documents shall apply to, be binding upon, and inure to the benefit
of the parties thereto, their successors, assigns, heirs, and legal representatives, and all other
persons claiming by, through, or under them. Notwithstanding the foregoing, neither Beneficiary
nor FRB shall have any liability under any of the Loan Documents for any matter arising after
such entity transfers its interest in the Loan Documents to any successor.

11.6 No Waiver. Any failure or delay by Trustee or Beneficiary to insist, or any
election by Trustee or Beneficiary not to insist, upon strict performance by Borrower or others of
any of the terms, provisions, or conditions of the Loan Documents, or any failure or delay by
Trustee or Beneficiary to exercise any of its rights or remedies under any Loan Document or
otherwise, shall not be deemed to be a waiver of same or of any other terms, provisions, or
conditions thereof or under any other Loan Document, and Trustee or Beneficiary shall have the
right at any time or times thereafter to insist upon strict performance by Borrower or others of
any and all of such terms, provisions, and conditions and to exercise any of its rights or remedies.

11.7 Counterparts. To facilitate execution, this Deed of Trust and any or all of the
other Loan Documents may be executed in as many counterparts as may be convenient or
required. It shall not be necessary that the signature and acknowledgment of, or on behalf of,
each party, or that the signature and acknowledgment of all persons required to bind any party,
appear on each counterpart. All counterparts shall collectively constitute a single instrument. It
shall not be necessary in making proof of any Loan Document to produce or account for more
than a single counterpart containing the respective signatures and acknowledgment of, or on behalf of, each of the parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages.

11.8 Applicable Law. This Deed of Trust shall be governed by and construed and enforced in accordance with the laws of the United States of America and any rules, regulations or orders issued or promulgated thereunder applicable to the affairs of, or transactions entered into, by Beneficiary as a California public entity; and this Deed of Trust shall, to the extent not covered thereby, otherwise be governed by, and construed and enforced in accordance with, the laws of the State of California without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than such State.

11.9 Severability. In the event that any one or more of the provisions contained in this Deed of Trust, or any of the other Loan Documents, or the application thereof to any person or circumstance, shall, for any reason and to any extent, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Deed of Trust or any of the other Loan Documents, nor the application of such provision to other persons or circumstances to the extent lawful, but such provision shall be enforced to the greatest extent permitted by law.

11.10 No Usury. It is the intention of Borrower and Beneficiary to conform strictly to applicable usury laws. Borrower and Beneficiary agree that regardless of any agreement, contingency, event, or act, the interest contracted for, taken, received, reserved, or charged, directly or indirectly, by Beneficiary in connection with the Loan evidenced by the Loan Agreement shall not exceed the Maximum Lawful Rate. The provisions contained in the Loan Agreement related to not exceeding the Maximum Lawful Rate of interest permitted by law are incorporated in this Deed of Trust for all purposes.

11.11 Subrogation. If any or all of the proceeds of the Loan have been used to extinguish, extend, or renew any indebtedness heretofore existing against the Property, then, to the extent of such funds so used, Beneficiary shall be subrogated to all of the rights, claims, liens, titles, and interests existing against the Property heretofore held by, or in favor of, the holder of such indebtedness and such former rights, claims, liens, titles, and interests, if any, are not waived but rather are continued in full force and effect in favor of Beneficiary and are merged with the lien and security interest created herein as cumulative security and rights for the repayment of the Indebtedness and the performance and discharge of Borrower Obligations.

11.12 Payments. Remittances in payment of any part of the Indebtedness other than in the required amount in funds immediately available at the place where the Loan is payable shall not, regardless of any receipt or credit issued therefor, constitute payment until the required amount is actually received by Beneficiary in funds immediately available at the place where the Loan is payable and shall be made and accepted subject to the condition that any check or draft may be handled for collection in accordance with the practice of the collecting bank or banks. Acceptance by Beneficiary of any payment in an amount less than the amount then due shall be
deemed an acceptance on account only, and the failure to pay the entire amount then due shall be and continue to be an Event of Default.

11.13 Reliance. Borrower recognizes and acknowledges that in entering into the Loan Agreement and accepting this Deed of Trust, Beneficiary is expressly relying on the truth and accuracy of the warranties and representations set forth in this Deed of Trust and the other Loan Documents without any obligation to investigate the Property and notwithstanding any investigation of the Property by Beneficiary; that such reliance exists on the part of Beneficiary prior hereto; that such warranties and representations are a material inducement to FRB in making the Loan and accepting this Deed of Trust; and that FRB would not be willing to make the Loan and accept this Deed of Trust, in the absence of any of such warranties and representations.

11.14 Headings. The Article, Section, and Subsection titles hereof are inserted for convenience of reference only and shall in no way alter, modify, or define, or be used in construing the text of such Articles, Sections, or Subsections.

11.15 Entire Agreement; Amendment. This Deed of Trust and the other Loan Documents embody the final, entire agreement among the parties hereto and supersede any and all prior commitments, agreements, representations, and understandings, whether written or oral, relating to the subject matter hereof and thereof and may not be contradicted or varied by evidence of prior, contemporaneous, or subsequent oral agreements or discussions of the parties hereto. There are no oral agreements among the parties hereto. The provisions of this Deed of Trust may be amended or waived only by an instrument in writing signed by the Borrower and the Beneficiary.

11.16 Action through Agents. In exercising any rights hereunder or under any of the Loan Documents or taking any actions provided for herein or therein, Beneficiary may act through its employees, agents or independent contractors as authorized by such entity.

ARTICLE XII – SPECIAL PROVISIONS

12.1 Foreclosure Remedy. If Beneficiary is entitled to proceed with foreclosures pursuant to Section 7.1(d) hereof, such foreclosure shall be accomplished in accordance with the following provisions:

(a) Beneficiary may execute and deliver to Trustee a written notice of such Event of Default and of Beneficiary’s election and demand to cause all or any portion of the Property to be sold to satisfy the Indebtedness and Borrower Obligations. Trustee, upon presentation to it of an affidavit signed by Beneficiary setting forth facts showing a default by Borrower under any section or provision contained in this Deed of Trust, is authorized to accept as true and conclusive the facts and statements therein and to act thereon hereunder without any independent investigation or further inquiry by Trustee. Borrower hereby agrees to be bound thereby. As a condition precedent to any such sale, Trustee shall give and record such notice as the law then requires including a notice of default and a notice of sale. When the minimum period of time required by law after such notice has elapsed, Trustee, without notice to or demand upon Borrower except as required by law, shall sell all or any portion of the Property at
the time and place of sale fixed by it in the notice of sale, at one or several sales, either as a whole or in separate parcels and in such manner and order, all as Beneficiary in its sole discretion may determine, at public auction to the highest bidder for cash, in lawful money of the United States, payable at time of sale. Neither Borrower nor any other person or entity other than Beneficiary shall have the right to direct the order in which all or any portion of the Property is sold. Subject to requirements and limits imposed by law, Trustee may from time to time postpone sale of all or any portion of the Property by public announcement at such time and place of sale. Trustee shall deliver to the purchaser at such sale a deed conveying the Property or portion thereof so sold, but without any covenant or warranty, express or implied. No such sale shall terminate or otherwise effect the first lien of this Deed of Trust or Trustee’s power of sale hereunder until all indebtedness secured hereby has been fully paid. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustee or Beneficiary, may purchase at the sale.

(b) Upon sale of the Property at any judicial or non-judicial foreclosure, Beneficiary may credit bid (as determined by Beneficiary in its sole and absolute discretion) all or any portion of the Indebtedness and/or Borrower Obligations. In determining such credit bid, Beneficiary may, but is not obligated to, take into account all or any of the following: (i) appraisals of the Property as such appraisals may be discounted or adjusted by Beneficiary in its sole and absolute underwriting discretion; (ii) expenses and costs incurred by Beneficiary with respect to the Property prior to foreclosure; (iii) expenses and costs which Beneficiary anticipates will be incurred with respect to the Property after foreclosure, but prior to resale, including, without limitation, costs of structural reports and other due diligence, costs to carry the Property prior to resale, costs of resale (e.g. commissions, attorneys’ fees, and taxes), costs of any hazardous materials clean-up and monitoring, costs of deferred maintenance, repair, refurbishment and retrofit, costs of defending or settling litigation affecting the Property, and lost opportunity costs (if any), including the time value of money during any anticipated holding period by Beneficiary; (iv) declining trends in real property values generally and with respect to properties similar to the Property; (v) anticipated discounts upon resale of the Property as a distressed or foreclosed property; (vi) the fact of additional collateral (if any), for the Indebtedness and Borrower Obligations; and (vii) such other factors or matters that Beneficiary (in its sole and absolute discretion) deems appropriate. In regard to the above, Borrower acknowledges and agrees that: (i) Beneficiary is not required to use any or all of the foregoing factors to determine the amount of its credit bid; (ii) this Section does not impose upon Beneficiary any additional obligations that are not imposed by law at the time the credit bid is made; (iii) the amount of Beneficiary’s credit bid need not have any relation to any loan-to-value ratios specified in the Loan Documents or previously discussed between Borrower and Beneficiary; and (iv) Beneficiary’s credit bid may be (at Beneficiary’s sole and absolute discretion) higher or lower than any appraised value of the Property.

12.2 Right of Entry. The remedies in Subsection 7.1(b) hereof are in addition to other remedies available to Beneficiary and the exercise of the remedies in this Subsection shall not be deemed to be an election of nonjudicial or judicial remedies otherwise available to Beneficiary. The remedies in ARTICLE VII hereof are available under and governed by the real property laws of California and are not governed by the personal property laws of California, including the power to dispose of personal property in a commercially reasonable manner under Section 9610 of the Code. No action by Beneficiary, taken pursuant to such Subsection 7.1(b)
hereof, shall be deemed to be an election to retain personal property under Section 9620 of the Code. Any receipt of consideration received by Beneficiary pursuant to such Subsection shall be promptly credited against the Indebtedness (in the inverse order of maturation), and the value of said consideration shall be treated like any other payment against the Indebtedness.

12.3 Acceptance of Trust; Powers and Duties of Trustee.

(a) Trustee accepts this trust when this Deed of Trust is recorded. Except as may be required by applicable law, Trustee or Beneficiary may from time to time apply to any court of competent jurisdiction for aid and direction in the execution of the trust hereunder and the enforcement of the rights and remedies available hereunder, and may obtain orders or decrees directing or confirming or approving acts in the execution of said trust and the enforcement of said remedies.

(b) Trustee shall not be required to take any action toward the execution and enforcement of the trust hereby created or to institute, appear in, or defend any action, suit, or other proceeding in connection therewith where, in his opinion, such action would be likely to involve him in expense or liability, unless requested so to do by a written instrument signed by Beneficiary and, if Trustee so requests, unless Trustee is tendered security and indemnity satisfactory to Trustee against any and all cost, expense, and liability arising therefrom. Trustee shall not be responsible for the execution, acknowledgment, or validity of the Loan Documents, or for the proper authorization thereof, or for the sufficiency of the lien and security interest purported to be created hereby, and Trustee makes no representation in respect thereof or in respect of the rights, remedies, and recourses of Beneficiary.

(c) With the approval of Beneficiary, Trustee shall have the right to take any and all of the following actions: (i) to select, employ, and advise with counsel (who may be, but need not be, counsel for Beneficiary) upon any matters arising hereunder, including the preparation, execution, and interpretation of the Loan Documents, and shall be fully protected in relying as to legal matters on the advice of counsel, (ii) to execute any of the trusts and powers hereof and to perform any duty hereunder either directly or through his agents or attorneys, (iii) to select and employ, in and about the execution of his duties hereunder, suitable accountants, engineers and other experts, agents and attorneys-in-fact, either corporate or individual, not regularly in the employ of Trustee, and Trustee shall not be answerable for any act, default, negligence, or misconduct of any such accountant, engineer or other expert, agent or attorney-in-fact, if selected with reasonable care, or for any error of judgment or act done by Trustee in good faith, or be otherwise responsible or accountable under any circumstances whatsoever, except for Trustee’s gross negligence or bad faith, and (iv) any and all other lawful action as Beneficiary may instruct Trustee to take to protect or enforce Beneficiary’s rights hereunder. Trustee shall not be personally liable in case of entry by Trustee, or anyone entering by virtue of the powers herein granted to Trustee, upon the Property for debts contracted for or liability or damages incurred in the management or operation of the Property. Trustee shall have the right to rely on any instrument, document, or signature authorizing or supporting any action taken or proposed to be taken by Trustee hereunder, believed by Trustee in good faith to be genuine. Trustee shall be entitled to reimbursement for expenses incurred by Trustee in the performance of Trustee’s duties hereunder and to reasonable compensation for such of Trustee’s services hereunder as shall be rendered. **BORROWER WILL, FROM TIME TO TIME,**
PAY THE COMPENSATION DUE TO TRUSTEE HEREUNDER AND REIMBURSE TRUSTEE FOR, AND INDEMNIFY AND HOLD HARMLESS TRUSTEE AGAINST, ANY AND ALL LIABILITY AND EXPENSES WHICH MAY BE INCURRED BY TRUSTEE IN THE PERFORMANCE OF TRUSTEE'S DUTIES.

(d) All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by applicable law) and Trustee shall be under no liability for interest on any moneys received by Trustee hereunder.

(e) Should any deed, conveyance, or instrument of any nature be required from Borrower by any Trustee or substitute Trustee to more fully and certainly vest in and confirm to the Trustee or substitute Trustee such estates, rights, powers, and duties, then, upon request by the Trustee or substitute Trustee, any and all such deeds, conveyances and instruments shall be made, executed, acknowledged, and delivered and shall be caused to be recorded and/or filed by Borrower.

(f) By accepting or approving anything required to be observed, performed, or fulfilled or to be given to Trustee pursuant to the Loan Documents, including without limitation, any deed, conveyance, instrument, officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey, appraisal, or insurance policy, Trustee shall not be deemed to have warranted, consented to, or affirmed the sufficiency, legality, effectiveness, or legal effect of the same, or of any term, provision, or condition thereof, and such acceptance or approval thereof shall not be or constitute any warranty or affirmation with respect thereto by Trustee.

(g) Without affecting the liability of any person, including Borrower, for the payment of any indebtedness secured hereby, including such indebtedness as may be due at the time of or after full reconveyance, or the lien of this Deed of Trust upon any remainder of the Property for the full amount of any indebtedness then or thereafter secured hereby, or the rights or powers of Beneficiary or Trustee with respect to the remainder of the Property (other than any person or property specifically released by Beneficiary), Beneficiary or Trustee (if so requested by Beneficiary, from time to time, without liability therefor, and without notice to Borrower, upon written request of Beneficiary and presentation of this Deed of Trust and the Loan Agreement or other agreement secured hereby, together with payment for any fees of Trustee therefor), may do any one or more of the following: (i) release any indebtedness; (ii) extend the time or otherwise alter the terms of payment of such indebtedness; (iii) accept additional security; (iv) substitute or release any property securing such indebtedness; (v) reconvey all or any part of such property; (vi) consent to the making of any map or plat thereof; (vii) join in granting any easement thereon; or (viii) join in any extension agreement or any agreement subordinating or otherwise affecting the lien or charge hereof.

(h) Trustee's Address. For purposes of notices, the address of Trustee shall be as set forth below; provided, however, Trustee shall have the right to change its address for notices hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to Beneficiary and Borrower.
Trustee’s Address: Chicago Title Company
455 Market Street, Suite 2100
San Francisco, California 94105
Attention: Maria Santos
Telephone: (415) 291-5180

All notices, certificates, requests, demands and other communications to Trustee provided for hereunder shall be in writing and shall be (a) personally delivered; (b) sent by registered class United States mail; (c) sent by overnight courier of national reputation; or (d) transmitted by telecopy, in each case addressed to the Trustee at its address as set forth above and, if telecopied, transmitted to Trustee at its telecopier number set forth above and confirmed by telephone at the telephone number set forth below, or at such other address or telecopier number as may hereafter be designated by Trustee in a written notice to the party giving such notice complying as to delivery with the terms of Section 11.3 hereof. All such notices, requests, demands and other communications shall be deemed to have been given on (i) the date received if personally delivered, (ii) when deposited in the mail if delivered by mail, (iii) the date sent if sent by overnight courier or (iv) the date of transmission if delivered by telecopy.

12.4 Compensation; Exculpation; Indemnification.

(a) Borrower shall pay Trustee’s fees and reimburse Trustee for expenses in the administration of this trust, including attorneys’ fees. Borrower shall pay to Beneficiary reasonable compensation for services rendered concerning this Deed of Trust, including without limit a fee as may be authorized under Section 2943 of the Civil Code of California for furnishing each statement of obligation. Beneficiary shall not be directly or indirectly liable to Borrower or any other person as a consequence of (i) the exercise of the rights, remedies or powers granted to Beneficiary in this Deed of Trust; (ii) the failure or refusal of Beneficiary to perform or discharge any obligation or liability of Borrower under any agreement related to the Property or under this Deed of Trust; or (iii) any loss sustained by Borrower or any third party resulting from Beneficiary’s failure (whether by malfeasance, nonfeasance or refusal to act) to lease the Property after an Event of Default or from any other act or omission (regardless of whether same constitutes negligence) of Beneficiary in managing the Property after an Event of Default (unless the loss is caused by the gross negligence or willful misconduct of Beneficiary) and no such liability shall be asserted against or imposed upon Beneficiary, and all such liability is hereby expressly waived and released by Borrower.

(b) BORROWER INDEMNIFIES TRUSTEE AND FRB AGAINST, AND HOLDS TRUSTEE AND FRB HARMLESS FROM, ALL LOSSES, DAMAGES, LIABILITIES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, COURT COSTS, ATTORNEYS’ FEES AND OTHER LEGAL EXPENSES, COST OF EVIDENCE OF TITLE, COST OF EVIDENCE OF VALUE, AND OTHER EXPENSES WHICH EITHER MAY SUFFER OR INCUR: (i) BY REASON OF THIS DEED OF TRUST; (ii) BY REASON OF THE EXECUTION OF THIS DEED OF TRUST OR IN PERFORMANCE OF ANY ACT REQUIRED OR PERMITTED HEREUNDER OR BY LAW; (iii) AS A RESULT OF ANY FAILURE OF BORROWER TO PERFORM BORROWER’S OBLIGATIONS; OR (iv) BY REASON OF ANY ALLEGED OBLIGATION OR UNDERTAKING ON BENEFICIARY’S PART TO PERFORM OR DISCHARGE ANY
OF THE REPRESENTATIONS, WARRANTIES, CONDITIONS, COVENANTS OR OTHER OBLIGATIONS CONTAINED IN ANY OTHER DOCUMENT RELATED TO THE PROPERTY AND COLLATERAL; PROVIDED, HOWEVER, BORROWER SHALL NOT INDEMNIFY BENEFICIARY FOR THE CONSEQUENCES OF BENEFICIARY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE ABOVE OBLIGATION OF BORROWER TO INDEMNIFY AND HOLD HARMLESS TRUSTEE AND FRB SHALL SURVIVE THE PAYMENT, RELEASE AND CANCELLATION OF THE INDEBTEDNESS AND OBLIGATIONS AND THE RELEASE AND RECONVEYANCE OR PARTIAL RELEASE AND RECONVEYANCE OF THIS DEED OF TRUST.

(c) Borrower shall pay all amounts and indebtedness arising under this Section immediately upon demand by Trustee or Beneficiary, as applicable, together with interest thereon from the date the indebtedness arises at the rate of interest then applicable to the principal balance of the Loan as specified in the Loan Agreement.

12.5 Substitution of Trustees. From time to time, by a writing, signed and acknowledged by Beneficiary and recorded in the Office of Recorder of the County in which the Property is located, Beneficiary may appoint another trustee to act in the place and stead of Trustee or any successor. Such writing shall set forth any information required by law. The recordation of such instrument of substitution shall discharge Trustee herein named and shall appoint the new trustee as the trustee hereunder with the same effect as if originally named Trustee herein. A writing recorded pursuant to the provisions of this Section shall be conclusive proof of the proper substitution of such new Trustee. Any Trustee, individually, may exercise all powers granted to Trustees collectively, without the necessity of the joinder of the other Trustees.

12.6 Assessments and Community Facilities Districts. Without Beneficiary's prior written consent, Borrower shall not cause or suffer to become effective or otherwise consent to the formation of any assessment district or community facilities district which includes all or any part of the Property pursuant to: (i) contractual agreements among property owners and/or other governmental or quasi-governmental agencies or political subdivisions or districts, or other entity providing such community facilities; or (ii) any state, county or municipal ordinance, law, regulation or statute, including, without limitation, the Mello-Roos Community Facilities Act of 1982, the Municipal Improvement Act of 1913, or any other comparable or similar statute or regulation. Nor shall Borrower cause or otherwise consent to the levying of special taxes or assessments against the Property by any such assessment district or community facilities district. This Section shall not be construed to prohibit Borrower's membership in a property owner's association which is listed as one of the Permitted Encumbrances.

12.7 Reserved.

12.8 Condemnation Proceeds. Borrower hereby specifically, unconditionally and irrevocably waives all rights of a property owner granted under California Code of Civil Procedure Section 1265.225(a), which provide for allocation of condemnation proceeds between a property owner and a lienholder, and any other law or successor statute of similar import.
12.9 Waiver of Jury Trial; Judicial Reference Agreement. To the fullest extent permitted by law, Borrower HEREBY WAIVES ITS RIGHT TO TRIAL BY JURY in any action, proceeding and/or hearing (hereinafter, a "Claim") on any matter whatsoever arising out of, or in any way connected with, the Loan, this Deed of Trust or any of the Loan Documents, or the enforcement of any remedy under any law, statute, or regulation in connection therewith. Borrower will not seek to consolidate any such action in which a jury has been waived, with any other action in which a jury trial cannot or has not been waived. Borrower represents and warrants that: (i) it has received the advice of counsel with respect to this waiver of trial by jury, (ii) this waiver of trial by jury is made knowingly and voluntarily, and (iii) no person on behalf of Borrower has made any representation of fact to induce this waiver of trial by jury. Beneficiary is hereby authorized to file this document with the clerk or judge of any court of competent jurisdiction as a statutory written consent to waiver of trial by jury by Borrower.

(a) Claims Subject to Judicial Reference Agreement; Conduct of Reference. In the event the jury trial waiver provisions set forth above are not permitted for any reason and Borrower fails to waive jury trial, Beneficiary and Borrower hereby agree: (i) each Claim (as defined in this Section 12.9) shall be determined by a consensual general judicial reference (the "Reference") pursuant to the provisions of Section 638 et seq. of the California Code of Civil Procedure, as such statutes may be amended or modified from time to time; (ii) upon a written request, or upon an appropriate motion by Beneficiary or Borrower, any pending action relating to any Claim and every Claim shall be heard by a single Referee (as defined below) who shall then try all issues (including any and all questions of law and questions of fact relating thereto), and issue findings of fact and conclusions of law and report a statement of decision. The Referee’s statement of decision will constitute the conclusive determination of the Claim. Beneficiary and Borrower agree that the Referee shall have the power to issue all legal and equitable relief appropriate under the circumstances before the Referee; (iii) Beneficiary and Borrower shall promptly and diligently cooperate with one another and the Referee, and shall perform such acts as may be necessary to obtain prompt and expeditious resolution of all Claims in accordance with the terms of this Section 12.9; (iv) Beneficiary or Borrower may file the Referee’s findings, conclusions and statement with the clerk or judge of any appropriate court, file a motion to confirm the Referee’s report and have judgment entered thereon. If the report is deemed incomplete by such court, the Referee may be required to complete the report and resubmit it; (v) Beneficiary and Borrower will each have such rights to assert such objections as are set forth in Section 638 et seq. of the California Code of Civil Procedure; and (vi) all proceedings shall be closed to the public and confidential, and all records relating to the Reference shall be permanently sealed when the order thereon becomes final.

(b) Selection of Referee; Powers. Beneficiary and Borrower shall select a single neutral referee (the "Referee"), who shall be a retired judge or justice of the courts of the State of California, or a federal court judge, in each case, with at least ten years of judicial experience in civil matters. The Referee shall be appointed in accordance with Section 638 of the California Code of Civil Procedure (or pursuant to comparable provisions of federal law if the dispute falls within the exclusive jurisdiction of the federal courts). If within ten (10) days after the request or motion for the Reference, Beneficiary and Borrower cannot agree upon a Referee, either Beneficiary or Borrower may request or move that the Referee be appointed by the Presiding Judge of the Marin County Superior Court or of the U.S. District Court for the
Northern District of California. The Referee shall determine all issues relating to the applicability, interpretation, legality and enforceability of this Section 12.9.

(c) Provisional Remedies, Self-Help and Foreclosure. No provision of this Section 12.9 shall limit the right of either Beneficiary or Borrower, as the case may be, to (i) exercise such self-help remedies as might otherwise be available under applicable law, (ii) initiate judicial or non-judicial foreclosure against any real or personal property collateral, (iii) exercise any judicial or power of sale rights, or (iv) obtain or oppose provisional or ancillary remedies, including without limitation, injunctive relief, writs of possession, the appointment of a receiver, and/or additional or supplementary remedies from a court of competent jurisdiction before, after or during the pendency of the Reference. The exercise of, or opposition to, any such remedy does not waive the right of Beneficiary or Borrower to the Reference pursuant to this Section 12.9.

(d) Costs and Fees. Promptly following the selection of the Referee, Beneficiary and Borrower shall each advance equal portions of the estimated fees and costs of the Referee. In the statement of decision issued by the Referee, the Referee shall award costs, including reasonable attorneys’ fees, to the prevailing party, if any, and may order the Referee’s fees to be paid or shared by Borrower and/or Beneficiary in such manner as the Referee deems just.

[The remainder of this page intentionally left blank.]
IN WITNESS WHEREOF, Borrower has signed this Deed of Trust as of the date and year first written above.

BORROWER:

San Domenico School,
a California nonprofit public benefit corporation

By: ____________________________
Name: David Wise
Its: Chief Financial Officer
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 Dec 12, 2016 before me, Teresa Anne Notari, Notary Public, personally appeared David Wise, 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 Teresa Anne Notari, Notary Public

FOR NOTARY STAMP

TERESA ANNE NOTARI
Commission # 2031538
Notary Public - California
Marin County
My Comm. Expires Jul 26, 2017

Acknowledgement Page
EXHIBIT A

LEGAL DESCRIPTION

For APN/Parcel ID(s): 176-300-30 and 176-300-24

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF MARIN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:


EXCEPTING THEREFROM THAT PORTION AS CONVEYED IN THE DEED FORM SAN DOMENICO SCHOOL FOR GIRLS, A CORPORATION FORMERLY KNOWN AS DOMINICAN CONVENT OF SAN RAFAEL, A CORPORATION TO KENNETH PAGANINI, ET AL, RECORDED NOVEMBER 07, 1994 AS INSTRUMENT NO. 94-078005 AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTHERLY LINE OF PARCEL 1, AS IT IS SHOWN UPON THAT CERTAIN MAP ENTITLED, "LANDS OF THE SAN DOMENICO SCHOOL FOR GIRLS, 1370 O.R. 49 1545 O.R. 470, BEING A PORTION OF THE RANCHO CANADA DE HERRERA, COUNTY OF MARIN, CALIFORNIA, DATED JANUARY 1984", FILED FOR RECORD JULY 11, 1984 IN BOOK 22 OF PARCEL MAPS, AT PAGE 19, MARIN COUNTY RECORDS, AT THE INTERSECTION OF THE COURSES THEREON, SOUTH 78° 30' 00" WEST, 280.00 FEET AND SOUTH 74° 00' EAST, 45.00 FEET; THENCE ALONG SAID LINE, SOUTH 78° 30' 00" WEST, 280.00 FEET, TO THE WESTERN MOST POINT COMMON TO PARCEL 1 AND PARCEL 4 OF SAID MAP; THENCE ALONG THE WESTERLY LINE OF PARCEL 4, NORTH 6° 51' 00" EAST, 18.27 FEET AND NORTH 11° 46' 30"

EAST, 18.32 FEET; THENCE LEAVING SAID LINE, NORTH 88° 15' 35" EAST, 86.04 FEET; THENCE NORTH 84° 38' 06" EAST, 183.27 FEET TO THE POINT OF BEGINNING

APN: 176-300-30.

PARCEL TWO:

BEGINNING AT A POINT WHICH BEARS SOUTH 54° 02' 30" WEST 170.56 FEET FROM AN ANGLE POINT IN THE SOUTHWESTERLY BOUNDARY LINE OF THE GOLF COURSE TRACT FORMED BY THE INTERSECTION OF THE TWO COURSES "NORTH 27° 47' WEST 261.934 FEET AND NORTH 62° 42' 30" WEST 218.84 FEET", AS SAID
GOLF COURSE TRACT IS DESCRIBED IN THAT CERTAIN LEASE FROM SAN ANSELMO HOLDING COMPANY, A CORPORATION, TO H. A. WILLARD, RECORDED JUNE 11, 1937 IN BOOK 341 OF OFFICIAL RECORDS, AT PAGE 199, MARIN COUNTY RECORDS, AND RUNNING THENCE SOUTH 54° 02' 30" WEST 231.6 FEET AND SOUTH 20° 17' WEST 200.00 FEET, THENCE NORTH 79° 40' WEST 451.89 FEET, THENCE NORTH 22° 03' EAST 470.63 FEET, SOUTH 81° 06' 20" EAST 219.92 FEET TO THE CENTER OF A 40.00 FOOT ROAD RIGHT OF WAY; THENCE ALONG THE CENTER LINE OF SAID ROAD RIGHT OF WAY, SOUTH 57° 40' 30" EAST 201.03 FEET AND SOUTH 70° 01' 30" EAST 147.55 FEET TO THE POINT OF BEGINNING.

APN: 176-300-24

PARCEL THREE:

AN EASEMENT FOR ROADWAY AND UTILITY PURPOSES OVER A STRIP OF LAND HAVING A UNIFORM WIDTH OF 40 FEET, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE COURSES SET FORTH AS "SOUTH 84° 35' EAST 162.72 FEET" AND "NORTH 10° 25' WEST 20.79 FEET" IN THE DEED FROM H.A. WILLARD, ET UX, TO THE PRESBYTERY OF THE REDWOODS, A RELIGIOUS CORPORATION, RECORDED NOVEMBER 18, 1955 IN BOOK 987 OF OFFICIAL RECORDS, AT PAGE 481, MARIN COUNTY RECORDS; RUNNING THENCE ALONG THE EXTERIOR LINES OF THE PARCEL OF LAND DESCRIBED IN SAID DEED, NORTH 84° 35' WEST 162.72 FEET AND NORTH 49° 14' WEST 106.77 FEET TO A POINT, THENCE LEAVING SAID EXTERIOR LINE AND RUNNING IN A GENERAL NORTHWESTERLY DIRECTION TO THE MOST SOUTHERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM H.A. WILLARD, ET UX, TO A.G. RAUSCH, ET UX, RECORDED MAY 25, 1950 IN BOOK 644 OF OFFICIAL RECORDS, AT PAGE 473; RUNNING THENCE ALONG THE SOUTHWESTERLY LINE THEREOF, NORTH 38° 37' 30" WEST 148.64 FEET, NORTH 27° 01' 30" WEST 85.299 FEET AND NORTH 70° 01' 30" WEST 58.86 FEET TO THE MOST EASTERNLY CORNER OF PARCEL TWO HEREIN DESCRIBED.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDARIES OF PARCEL ONE ABOVE.

PARCEL FOUR:

AN EASEMENT FOR 40 FEET WIDE LYING SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINES:

BEGINNING AT THE POINT OF INTERSECTION OF THE COURSES SET FORTH AS "NORTH 10° 25' WEST 20.79 FEET" AND "NORTH 40° 33' WEST 378.105 FEET" IN THE DEED FROM H. A. WILLARD, ET UX, TO THE PRESBYTERY OF THE REDWOODS, A RELIGIOUS CORPORATION, RECORDED NOVEMBER 18, 1955 IN BOOK 987 OF OFFICIAL RECORDS, AT PAGE 481, MARIN COUNTY RECORDS, RUNNING THENCE NORTH 63°45' EAST 132.978 FEET, NORTH 80° 30' EAST 103.07 FEET, SOUTH 77° 10'
EAST 202.05 FEET, SOUTH 38° 13’ EAST 198.593 FEET, SOUTH 4° 20’ 30” WEST 95.547 FEET, SOUTH 11° 46’ 30” WEST 135.56 FEET, SOUTH 6° 51’ EAST 94.27 FEET, SOUTH 58° 54’ EAST 89.53 FEET, SOUTH 27° 56’ 30” EAST 82.25 FEET, SOUTH 10° 22’ EAST 139.15 FEET, SOUTH 45° 13’ EAST 141.48 FEET AND SOUTH 84° 01’ 30” EAST 131.066 FEET TO A POINT ON THE WESTERLY LINE OF BUTTERFIELD ROAD.


ALSO EXCEPTING THEREFROM THAT PORTION AS CONVEYED IN THE QUITCLAIM DEED FROM SAN DOMENICO SCHOOL, A NON-PROFIT CORPORATION TO SAMUEL DOCTORS, ET AL, RECORDED OCTOBER 29, 2004 AS INSTRUMENT NO. 2004-0092657, MARIN COUNTY RECORDS.

PARCEL FIVE:


PARCEL SIX:

A NON-EXCLUSIVE EASEMENT FOR EQUESTRIAN PURPOSES, AS FOLLOWS:

BEGINNING AT THE WESTERNMOST POINT COMMON TO PARCEL 1 AND PARCEL 4 AS SHOWN UPON THAT CERTAIN PARCEL MAP ENTITLED "LANDS OF THE SAN DOMENICO SCHOOL FOR GIRLS 1370 O.R. 49, 1545 O.R. 470, BEING A PORTION OF THE RANCHO CANADA DE HERRERA, COUNTY OF MARIN, CALIFORNIA, DATED JANUARY 1984", FILED FOR RECORD JULY 11, 1984 IN BOOK 22 OF PARCEL MAPS, AT PAGE 19, MARIN COUNTY RECORDS; THENCE ALONG THE NORTHERLY LINE OF PARCEL 1, NORTH 78° 30’ 00” EAST, 77.40 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 26° 00’ EAST, 25.71 FEET; THENCE NORTH 88° 15’ 35” EAST, 4.80 FEET; THENCE NORTH 84° 38’ 06” EAST, 6.73 FEET; THENCE SOUTH 26° 00’ WEST, 23.78 FEET TO THE NORTHERLY LINE OF PARCEL 1; THENCE SOUTH 78° 30’ 00” WEST, 12.60 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL SEVEN:

A NON-EXCLUSIVE EASEMENT FOR DRAINAGE PURPOSES, AS FOLLOWS:

BEGINNING AT THE WESTERNMOST POINT COMMON TO PARCEL 1 AND PARCEL 4 AS SHOWN UPON THAT CERTAIN PARCEL MAP ENTITLED, "LANDS OF THE SAN
DOMENICO SCHOOL FOR GIRLS 1370 O.R. 49, 1545 O.R. 470, BEING A PORTION OF THE RANCHO CANADA DE HERRERA, COUNTY OF MARIN, CALIFORNIA, DATED JANUARY 1984", FILED FOR RECORD JULY 11, 1984 IN BOOK 22 OF PARCEL MAPS, AT PAGE 19, MARIN COUNTY RECORDS; THENCE ALONG THE NORTHERLY LINE OF PARCEL 1, NORTH 78° 30' 00" EAST, 90.00 FEET; THENCE NORTH 26° 00' EAST 23.78 FEET; THENCE SOUTH 84° 38' 06" WEST, 6.73 FEET; THENCE SOUTH 83° 15' 35" WEST, 86.04 FEET TO THE WESTERLY LINE OF PARCEL 4: THENCE ALONG SAID LINE, SOUTH 11° 46' 30" WEST, 18.32 FEET AND SOUTH 6° 51’ 00” WEST, 18.27 FEET, TO THE POINT OF BEGINNING.

PARCEL EIGHT:

A NON-EXCLUSIVE EASEMENT FOR PUBLIC UTILITIES AS FOLLOWS:

BEGINNING ON THE NORTHERLY LINE OF PARCEL 1 AS SHOWN UPON THAT CERTAIN PARCEL MAP ENTITLED, "LANDS OF THE SAN DOMENICO SCHOOL FOR GIRLS 1370 O.R. 49, 1545 O.R. 470, BEING A PORTION OF THE RANCHO CANADA DE HERRERA, COUNTY OF MARIN, CALIFORNIA, DATED JANUARY 1984", FILED FOR RECORD JULY 11, 1984 IN BOOK 22 OF PARCEL MAPS, AT PAGE 19, MARIN COUNTY RECORDS AT THE INTERSECTION OF THE COURSES THEREON SOUTH 78° 30' 00" WEST, 280.00 FEET AND SOUTH 74° 00' EAST, 45.00 FEET; THENCE ALONG SAID LINE, SOUTH 78° 30' 00" WEST, 6.39 FEET; THENCE LEAVING SAID LINE, NORTH 27° 00' EAST 0.81 FEET; THENCE NORTH 84° 38' 06" EAST, 5.92 FEET, TO THE POINT OF BEGINNING.

PARCEL NINE:

AN EASEMENT FOR ROAD AND UTILITY PURPOSES OVER THE FOLLOWING DESCRIBED PARCELS:

A STRIP OF LAND BEING 40 FEET IN WIDTH, LYING NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE WESTERN CORNER OF THE PROPERTY DESCRIBED IN THAT CERTAIN DEED TO E. KENT SIBBALD AND MAXINE H. SIBBALD, HIS WIFE, AND JOHN P. SIBBALD AND EILEEN SIBBALD, HIS WIFE, RECORDED NOVEMBER 8, 1955 IN BOOK 984, OFFICIAL RECORDS, PAGE 557, MARIN COUNTY RECORDS, SAID POINT BEING LOCATED ON THE NORTHERN LINE OF LOT 10, AS SHOWN ON THE MAP OF SLEEPY HOLLOW HEIGHTS UNIT ONE, RECORDED JANUARY 13, 1955 IN BOOK 8 OF MAPS AT PAGE 37, MARIN COUNTY RECORDS, AND BEING LOCATED AT A POINT THAT IS FOLLOWING COURSES AND DISTANCES FROM THE NORTHEASTERLY CORNER OF LOT 13, AS SHOWN ON SAID TRACT NORTH 57° 20' 20" WEST 359.393 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS SOUTH 32° 39' 48" WEST AND WHERE THE RADIUS IS 190 FEET, AN ARC DISTANCE OF 120 FEET TO THE ACTUAL POINT OF BEGINNING: THENCE FROM SAID POINT OF BEGINNING, CONTINUING ALONG THE NORTHERN LINE OF LOT 10 AND ALONG THE ARC OF SAID CURVE TO THE LEFT, AN ARC
DISTANCES OF 43.482 FEET, THENCE CONTINUING ALONG THE NORTHERLY LINE
OF LOT 10, ON A CURVE TO THE LEFT, WHOSE RADIUS IS 40 FEET, AN ARC
DISTANCE OF 46.073 FEET TO THE NORTHERLY LINE OF CRANE DRIVE, AS SHOWN
ON SAID MAP OF SLEEPY HOLLOW HEIGHTS UNIT ONE.

SAID STRIP TO EXTEND FOR ITS FULL WIDTH FROM A POINT THAT BEARS NORTH
4° 04' EAST FROM THE ACTUAL POINT OF BEGINNING OF THE ABOVE DESCRIBED
LINE TO A POINT ON THE NORTHERLY LINE OF CRANE DRIVE, WHICH POINT
BEARS SOUTH 64° WEST 56.59 FEET FROM THE SOUTHERLY TERMINUS OF THE
ABOVE DESCRIBED LINE.

PARCEL TEN:

AN EASEMENT FOR ROAD AND UTILITY PURPOSES OVER THE FOLLOWING
DESCRIBED PARCELS:

ALL THAT PORTION OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO
GEORGE ERIC LUNN, ET AL., RECORDED JUNE 15, 1956, IN BOOK 1035 OFFICIAL
RECORDS, PAGE 319, MARIN COUNTY RECORDS, LYING EASTERLY OF THE
FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF THE PROPERTY DESCRIBED
IN THE ABOVE DEED, SAID POINT BEING NORTH 79° 28' WEST 60 FEET FROM THE
MOST SOUTHEASTERN TERMINUS OF THE COURSE SET FORTH IN THE ABOVE
REFERENCED DEED AS "NORTH 79° 28' WEST 288.7 FEET"; THENCE FROM SAID
POINT OF BEGINNING, SOUTH 4° 04' WEST TO A POINT ON THE NORTHWESTERN
LINE OF THE 40 FOOT STRIP DESCRIBED IN PARCEL NINE ABOVE.

PARCEL ELEVEN:

A NON-EXCLUSIVE EASEMENT FOR UTILITIES, WALKING, HIKING, BIKE AND
HORSE RIDING AS RESERVED IN THE QUITCLAIM DEED FROM SAN DOMENICO
SCHOOL, A NON-PROFIT CORPORATION TO FRANK J. BERTO AND CONSTANCE B.
BERTO, TRUSTEES OF THE BERTO FAMILY TRUST, RECORDED AUGUST 23, 2004,
AS INSTRUMENT NO. 2004-0074153, MARIN COUNTY RECORDS.

PARCEL TWELVE:

A NON-EXCLUSIVE EASEMENT FOR UTILITIES, WALKING, HIKING, BIKE AND
HORSE RIDING AS RESERVED IN THE QUITCLAIM DEED FROM SAN DOMENICO
SCHOOL, A NON-PROFIT CORPORATION TO SAMUEL DOCTORS, ET AL RECORDED
OCTOBER 29, 2004, AS INSTRUMENT NO. 2004-0092657, MARIN COUNTY RECORDS.
EXHIBIT B

SISTERS OF THE THIRD ORDER OF ST. DOMINIC, CONGREGATION OF THE MOST HOLY NAME
RECORDING REQUESTED BY
NERVIANI PAVING, INC., a corporation

WHEN RECORDED MAIL TO

NAME STEPHEN H. CORNET,
A PROFESSIONAL CORPORATION

MAILING ADDRESS 1970 BROADWAY,
SUITE 1000

CITY, STATE OAKLAND, CA
ZIP CODE 94612

TITLE(S)

NOTICE OF ACTION PENDING
[LIS PENDENS]

NERVIANI v. SAN DOMENICO
FIRST AMENDMENT TO DEED OF TRUST WITH ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, AND FINANCING STATEMENT (TAX-EXEMPT) FROM

SAN DOMENICO SCHOOL
(Borrower)
as Trustor/Grantor

to

CHICAGO TITLE COMPANY
as Trustee,

in favor of

FIRST REPUBLIC BANK

as Beneficiary

dated as of January 1, 2021 and effective as of January 28, 2021
THIS FIRST AMENDMENT TO DEED OF TRUST WITH ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, AND FINANCING STATEMENT (TAX-EXEMPT) (the "Amendment") is made and entered into as of January 1, 2021, to be effective as of January 28, 2021, and is given by SAN DOMENICO SCHOOL, a California nonprofit public benefit corporation whose address is 1500 Butterfield Road, San Anselmo, California 94960 (as trustor/grantor hereunder, with its successors and permitted assigns, "Borrower"), to Chicago Title Company, whose address is 455 Market Street, #1520, San Francisco, California 94105 (as trustee hereunder, with its successors and permitted assigns, "Trustee"), for the benefit of FIRST REPUBLIC BANK, a California corporation ("FRB") whose address is 111 Pine Street, San Francisco, California 94111 (as "Beneficiary" hereunder).

A. Borrower previously executed and delivered that certain Deed of Trust with Assignment of Leases and Rents, Security Agreement, and Financing Statement (Tax-Exempt), dated as of December 1, 2016 and effective as of December 21, 2016, filed of record in the Official Records of County of Marin, California on December 21, 2016, as Instrument No. 2016-0059941 (the "Original Deed of Trust"). The Original Deed of Trust was made initially for the benefit of California Enterprise Development Authority (the "Issuer") then was assigned by the Issuer to FRB, pursuant to the Assignment Agreement between the Issuer and FRB, dated as of December 1, 2016 and effective as of December 21, 2016, filed of record in the Official Records of County of Marin, California on December 21, 2016, as Instrument No. 2016-0059942. The Original Deed of Trust, as amended by this Amendment, is herein referred to as the "Deed of Trust." The Deed of Trust encumbers certain real property located in the City of San Anselmo, County of Marin, State of California, commonly known and described as 1500 Butterfield Road, San Anselmo, California 94960, as more particularly described in "Exhibit A" attached to the Original Deed of Trust, which Exhibit A is hereby incorporated into this Amendment as if fully attached hereto.

B. Borrower and Beneficiary desire to amend certain provisions of the Original Deed of Trust, as more fully set forth hereinafter.

C. Unless otherwise defined herein, all capitalized terms shall bear the same meanings as ascribed to them in the Original Deed of Trust.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Borrower and Beneficiary hereby agree as follows:

1. A new subsection (i) is hereby added to Section 7.8 of the Original Deed of Trust as follows:

   (i) Sales, Transfers, and Further Encumbrances. Notwithstanding anything to the contrary contained herein or in the other Loan Documents, Beneficiary shall have the right, at its option and without notice to or demand on Borrower, to declare the
entire unpaid balance of the Indebtedness to be immediately due and payable if any of the following events occurs without Beneficiary's prior written consent: (a) the sale, conveyance, transfer, mortgage, encumbrance, lease, or alienation of all or any part of the Property that consists of real property or any material and substantial interest in the Property that consists of non-real property, whether voluntary or involuntary, or Borrower's grant of any option or agreement to effect any such transaction, other than to the holders of, or with respect to, Permitted Encumbrances; (b) if Borrower or any of Borrower's General Partners or Managers is a corporation, partnership, or limited liability company, the dissolution or liquidation of Borrower or any of Borrower's General Partners or Managers; or (c) any material change in the character or use of all or part of the Property, including drilling for or the extraction of oil, gas or any other hydrocarbon substance or the lease of all or any part of the Property for any such purpose.

Without limiting the generality of any provision of this Deed of Trust, Beneficiary's consent to any or all of the events described in this Section may be withheld by Beneficiary in its sole and absolute discretion. Beneficiary's consent to any event described in this Section shall not be deemed to be a consent to, or a waiver of the right to require such consent for, any other event. For purposes of this Deed of Trust, (i) the term "General Partners" includes a general partnership, limited partnership, limited liability partnership, and joint venture; and (ii) the term "Manager" means any Person who is acting as a manager of a limited liability company, including any member who is acting in such capacity.

2. Except as modified by this Amendment, the Original Deed of Trust shall remain in full force and effect and is hereby reaffirmed and ratified.

3. This Amendment may be executed and acknowledged in counterparts, each of which shall be an original and all of which when taken together shall be deemed to constitute one and the same instrument.

SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGES.
IN WITNESS WHEREOF, Borrower and Beneficiary have executed this Amendment as of the date first above written.

"Borrower":

SAN DOMENICO SCHOOL, a California nonprofit public benefit corporation

By:  
Name: David Wise  
Title: Chief Financial Officer

"Beneficiary":

FIRST REPUBLIC BANK, a California corporation

By:  
Name: Jodi L. Gee  
Title: Manager, Commercial Lending Services
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 JAN 21, 2021, before me, Teresa Anne Notari, Notary Public, personally appeared David Wise, 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 is true and correct.

Witness my hand and official seal.

Signature Teresa Anne Notari (Seal)
IN WITNESS WHEREOF, Borrower and Beneficiary have executed this Amendment as of the date first above written.

“Borrower”:  
SAN DOMENICO SCHOOL, a California nonprofit public benefit corporation

By:  
Name: David Wise  
Title: Chief Financial Officer

“Beneficiary”:  
FIRST REPUBLIC BANK, a California corporation

By:  
Name: Jodi L. Gee  
Title: Manager, Commercial Lending Services

San Domenico – First Amendment to Deed of Trust (Tax-Exempt)
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 San Francisco

On 01/26/2021, before me, Joe Cavalli, Notary Public, personally appeared [Name], 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 is true and correct.

Witness my hand and official seal.

Signature: [Signature]

(Seal)

JOE CAVALLI
COMM. #2307754
Notary Public - California
San Francisco County
My Comm. Expires Oct. 31, 2023
FIRST AMENDMENT TO DEED OF TRUST WITH ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, AND FINANCING STATEMENT (TAXABLE) FROM

SAN DOMENICO SCHOOL
(Borrower)
as Trustor/Grantor

to

CHICAGO TITLE COMPANY
as Trustee,

in favor of

FIRST REPUBLIC BANK
as Beneficiary

dated as of January 1, 2021 and effective as of January 28, 2021
THIS FIRST AMENDMENT TO DEED OF TRUST WITH ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, AND FINANCING STATEMENT (TAXABLE) (the “Amendment”) is made and entered into as of January 1, 2021, to be effective as of January 28, 2021, and is given by SAN DOMENICO SCHOOL, a California nonprofit public benefit corporation whose address is 1500 Butterfield Road, San Anselmo, California 94960 (as trustor/grantor hereunder, with its successors and permitted assigns, “Borrower”), to Chicago Title Company, whose address is 455 Market Street, #1520, San Francisco, California 94105 (as trustee hereunder, with its successors and permitted assigns, “Trustee”), for the benefit of FIRST REPUBLIC BANK, a California corporation (“FRB”) whose address is 111 Pine Street, San Francisco, California 94111 (as “Beneficiary” hereunder).

A. Borrower previously executed and delivered that certain Deed of Trust with Assignment of Leases and Rents, Security Agreement, and Financing Statement (Taxable), dated as of December 1, 2016 and effective as of December 21, 2016, filed of record in the Official Records of County of Marin, California on December 21, 2016, as Instrument No. 2016-0059943 (the “Original Deed of Trust”). The Original Deed of Trust, as amended by this Amendment, is herein referred to as the “Deed of Trust.” The Deed of Trust encumbers certain real property located in the City of San Anselmo, County of Marin, State of California, commonly known and described as 1500 Butterfield Road, San Anselmo, California 94960, as more particularly described in “Exhibit A” attached to the Original Deed of Trust, which Exhibit A is hereby incorporated into this Amendment as if fully attached hereto.

B. Borrower and Beneficiary desire to amend certain provisions of the Original Deed of Trust, as more fully set forth hereinafter.

C. Unless otherwise defined herein, all capitalized terms shall bear the same meanings as ascribed to them in the Original Deed of Trust.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Borrower and Beneficiary hereby agree as follows:

1. Recital “A” of the Original Deed of Trust is hereby amended and restated in its entirety as follows:

"WHEREAS, pursuant to that certain Amended and Restated Loan Agreement (Term Loan) dated concurrently herewith, as the same may be further amended or restated in accordance with its terms, by and between Borrower and FRB, FRB has made a loan to Borrower in the principal amount of $3,550,000, $3,167,949.41 of which currently is outstanding (the "Loan"); and"

2. The following definitions included in the Original Deed of Trust are hereby amended and restated in their entirety as follows:
“MLA: Shall mean that certain Master Loan Agreement, dated as of December 1, 2016, as amended as of May 31, 2019 and January 1, 2021, by and among Borrower, FRB and California Enterprise Development Authority, as the same may be further amended or restated in accordance with its terms.”

“Promissory Note: Shall mean that certain Amended and Restated Promissory Note Secured by Deed of Trust (Term Loan – Fixed Rate – Fully Amortizing), dated as of January 1, 2021, executed by the Borrower, as the same may be amended or restated in accordance with its terms.”

2. A new subsection (i) is hereby added to Section 7.8 of the Original Deed of Trust as follows:

(i) Sales, Transfers, and Further Encumbrances. Notwithstanding anything to the contrary contained herein or in the other Loan Documents, Beneficiary shall have the right, at its option and without notice to or demand on Borrower, to declare the entire unpaid balance of the Indebtedness to be immediately due and payable if any of the following events occurs without Beneficiary’s prior written consent: (a) the sale, conveyance, transfer, mortgage, encumbrance, lease, or alienation of all or any part of the Property that consists of real property or any material and substantial interest in the Property that consists of non-real property, whether voluntary or involuntary, or Borrower’s grant of any option or agreement to effect any such transaction, other than to the holders of, or with respect to, Permitted Encumbrances; (b) if Borrower or any of Borrower’s General Partners or Managers is a corporation, partnership, or limited liability company, the dissolution or liquidation of Borrower or any of Borrower’s General Partners or Managers; or (c) any material change in the character or use of all or part of the Property, including drilling for or the extraction of oil, gas or any other hydrocarbon substance or the lease of all or any part of the Property for any such purpose. Without limiting the generality of any provision of this Deed of Trust, Beneficiary’s consent to any or all of the events described in this Section may be withheld by Beneficiary in its sole and absolute discretion. Beneficiary’s consent to any event described in this Section shall not be deemed to be a consent to, or a waiver of the right to require such consent for, any other event. For purposes of this Deed of Trust, (i) the term “General Partners” includes a general partnership, limited partnership, limited liability partnership, and joint venture; and (ii) the term “Manager” means any Person who is acting as a manager of a limited liability company, including any member who is acting in such capacity.
3. Except as modified by this Amendment, the Original Deed of Trust shall remain in full force and effect and is hereby reaffirmed and ratified.

4. This Amendment may be executed and acknowledged in counterparts, each of which shall be an original and all of which when taken together shall be deemed to constitute one and the same instrument.

SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGES.
IN WITNESS WHEREOF, Borrower and Beneficiary have executed this Amendment as of the date first above written.

“Borrower”: SAN DOMENICO SCHOOL, a California nonprofit public benefit corporation

By: 
Name: David Wise
Title: Chief Financial Officer

“Beneficiary”: FIRST REPUBLIC BANK, a California corporation

By: 
Name: Jodi L. Gee
Title: Manager, Commercial Lending Services

San Domenico – First Amendment to Deed of Trust (Tax-Exempt)
State of California
County of Marin

On Jan 21, 2021, before me, Teresa Anne Notari, Notary Public, personally appeared David Wise, 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 is true and correct.

Witness my hand and official seal.

Signature Teresa Anne Notari (Seal)
IN WITNESS WHEREOF, Borrower and Beneficiary have executed this Amendment as of the date first above written.

"Borrower":

SAN DOMENICO SCHOOL, a California nonprofit public benefit corporation

Signed in counterpart.

By: ____________________________
Name: David Wise
Title: Chief Financial Officer

"Beneficiary":

FIRST REPUBLIC BANK, a California corporation

By: ____________________________
Name: Jodi Gee
Title: Manager, Commercial Lending Services
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 San Francisco

On October 26, 2021, before me, Joe Cavalli, Notary Public, personally appeared John L. Lee, 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 is true and correct.

Witness my hand and official seal.

Signature (Seal)
MEMORANDUM OF LAND LEASE AGREEMENT

This MEMORANDUM OF LAND LEASE AGREEMENT ("Memorandum") is made as of the last of the signature dates below between San Domenico School, a California nonprofit public benefit corporation, with a mailing address located at 1500 Butterfield Rd., San Anselmo, California 94960, hereinafter collectively designated "LESSOR," and GTE Mobilnet of California Limited Partnership, d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated "LESSEE." LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

1. LESSOR and LESSEE entered into an unrecorded Land Lease Agreement (the "Agreement") on the last date of execution thereof, for an initial term of five (5) years, commencing on the Commencement Date (defined hereinafter), which shall automatically be extended for three (3) additional five (5) year terms unless LESSEE terminates it at the end of the then current term. The total guaranteed term of the Agreement is less than thirty-five (35) years.

2. Pursuant to the Agreement, LESSEE shall lease from LESSOR portions ("Premises") of that certain real property located at 1500 Butterfield Rd., San Anselmo, California 94960, and legally described in Exhibit "A" attached hereto and incorporated herein (the entirety of Lessor's property is referred to hereinafter as the "Property"), said Premises being substantially described and depicted in the Agreement, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over or along a right-of-way extending from Premises to a public right-of-way, and for the installation and maintenance of utility wires, cables, conduits, vaults, pull boxes and pipes over, under, or along one or more rights-of-way, said leased premises and rights-of-way being substantially as described and depicted in the Agreement.
3. The Commencement Date of the Agreement, of which this is a Memorandum, shall be the first day of the month after LESSEE begins installation of LESSEE's communications equipment at the Premises.

4. If LESSOR elects to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, and such third-party's purpose for acquiring such rights in the Property is to operate and maintain communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of transfer on the same terms and conditions of such offer.

5. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year last written below.

LESSOR:

San Domenico School, a California nonprofit public benefit corporation

By: [Signature]
Name: DAVID WISE
Title: CEO
Date: 7/21/2021

LESSEE:

GTE Mobilnet of California Limited Partnership, d/b/a Verizon Wireless

By: Cellco Partnership, its General Partner
By: [Signature]
Name: SCOTT STEWART
Title: Director, Network
Date: 12/3/21
LESSOR NOTARY 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 7/21/21, before me, Peter Lantier, Notary Public, personally appeared David Wise, 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.

______________________________
Notary Public

(Seal)
LESSEE NOTARY 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 December 3, 2021, before me, A. R. Kruse-Ludtke, Notary Public, personally appeared Scott Stewart, 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.

Notary Public

(Seal)
Exhibit “A”

(Legal Description of Property)

Property located in Marin County, California

The land referred to herein below is situated in the Unincorporated Area in County of Marin, State of California and is described as follows:

Parcel Four, as shown upon that certain Parcel Map entitled "Lands of the San Domenico School for Girls, 1370 O.R. 48, 1545 O.R. 470, being a portion of the Rancho Canada De Herrera, County of Marin, California, dated January 1984", filed for record July 11, 1984 in Book 22 of Parcel Maps, at Page 19, Marin County Records.

Excepting therefrom that portion as conveyed in the Deed from San Domenico School for Girls, a corporation formerly known as Dominican Convent of San Rafael, a corporation to Kenneth Paganini, et al, recorded November 7, 1994 as Instrument No. 94-078005 and described as follows:

Beginning on the Northerly line of Parcel 1, as it is shown upon that certain map entitled, "Lands of the San Domenico School for Girls, 1370 O.R. 48 1545 O.R. 470, being a portion of the Rancho Canada De Herrera, County of Marin, California, dated January 1984", filed for record July 11, 1984 in Book 22 of Parcel Maps, at Page 19, Marin County Records, at the intersection of the courses thereon, South 78° 30' 00" West, 280.00 feet and South 74° 00' East, 45.00 feet; thence along said line, South 78° 30' 00" West, 280.00 feet, to the Western most point common to Parcel 1 and Parcel 4 of said Map; thence along the Westerly line of Parcel 4, North 6° 51' 00" East, 18.27 feet and North 11° 46' 30" East, 18.32 feet; thence leaving said line, North 88° 15' 35" East, 86.04 feet; thence North 84° 36' 06" East, 183.27 feet to the point of beginning.

AND BEING the same property conveyed to Dominican Convent of San Rafael, a corporation from E. J. Spielman and Esther Spielman by Grant Deed dated May 25, 1960 and recorded May 25, 1960 in Deed Book 1370, Page 49; AND BEING the same property conveyed to Dominican Convent of San Rafael, a corporation from Andrew G. Russell III and Katherine P. Russell by Grant Deed dated February 28, 1962 and recorded February 28, 1962 in Deed Book 1545, Page 470.

Tax Parcel No. 176-300-30
SUBORDINATION, CONSENT, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

This SUBORDINATION, CONSENT, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT ("Agreement") is made as of the date of the latter signature below, by and between First Republic Bank, a California corporation, with offices at 111 Pine Street, San Francisco, California 94111 ("Lender"), San Domenico School, a California nonprofit public benefit corporation, with an address of 1500 Butterfield Rd., San Anselmo, California ("Landlord"), and GTE Mobilnet of California Limited Partnership, dba Verizon Wireless, with an address for notice purposes of 180 Washington Valley Road, Bedminster, New Jersey 07921, Attention: Network Real Estate, Site Name: San Domenico ("Tenant").

RECITALS

A. Tenant is the lessee pursuant to a certain lease ("Lease") dated as of the last date of execution thereon, between Landlord and Tenant, of the premises located at 1500 Butterfield Rd., San Anselmo, California ("Landlord's Property"). Landlord's Property is more particularly described in Exhibit "A" attached hereto.

B. California Enterprise Development Authority ("CEDA") and Lender made certain loans to Landlord which are secured by deeds of trust recorded on title to the Property. The loan made by CEDA is secured by a Deed of Trust with Assignment of Leases and Rents, Security Agreement, and Financing Statement (Tax-Exempt) dated December 1, 2016, and recorded on December 21, 2016 in Instrument No. 2016-0059941 in the Official Records of Marin County, California (the "CEDA Deed of Trust"). Lender acquired beneficial interest in the CEDA Deed of Trust pursuant to the Assignment Agreement dated December 1, 2016, and recorded on December 21, 2016 in Instrument No. 2016-0059942 in the Official Records of Marin County, California. The loan made by Lender is secured by a Deed of Trust with Assignment of Leases and Rents, Security Agreement, and Financing Statement (Tax-Exempt) dated December 1, 2016, and recorded on December 21, 2016 in Instrument No. 2016-0059943 in the Official Records of Marin County, California (the "CA Deed of Trust"). The CEDA Deed of Trust and the CA Deed of Trust are hereinafter collectively referred to as the "Trust Deed."
C. In the Lease, Tenant has agreed to attorn to the beneficiary of any deed of trust given by Landlord that may encumber the Landlord's Property as Tenant's landlord under the Lease in the event of a foreclosure of Landlord's interest, provided that Tenant receives from every such deed of trust beneficiary a nondisturbance agreement that recognizes the validity of the Lease in the event of a foreclosure of Landlord's interest and also Tenant's right to remain in occupancy of the portion of the Landlord's Property leased by the Tenant ("Leased Premises"), pursuant to the terms of the Lease, as long as the Tenant is not in default of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, the parties hereby agree as follows:

1. **Subordination.** Notwithstanding anything to the contrary set forth in the Lease, the Lease, and the leasehold estate created thereby, and all of Tenant's rights thereunder, shall be and shall at all times remain subject, subordinate, and inferior to the Trust Deed, and the lien thereof, and all rights of Lender thereunder.

2. **Consent.** Lender consents to the Lease and to the Tenant's use and occupancy of the Leased Premises under the Lease.

3. **Non-Disturbance.** So long as the Tenant is not in default (after the expiration of any applicable cure period) in the payment of rent or in the performance of any of the other covenants of the Lease that Tenant is to perform, the Tenant's possession of the Leased Premises and the Tenant's other rights under the Lease, or any extensions or renewals thereof, shall not be diminished or interfered with by Lender. In addition, Lender shall not join Tenant as a party defendant in any action or proceeding for the purpose of terminating the Tenant's interest under the Lease or otherwise.

4. **Nondisturbance, Foreclosure and Attornment.**

   a. If Lender or any other purchaser at a foreclosure sale or sale under private power contained in the Trust Deed, becomes the owner of Landlord's Property, by reason of any foreclosure of the Trust Deed, the acceptance by Lender of a deed in lieu of foreclosure, or by any other manner, Lender or such other purchaser shall not terminate the Lease, and the Lease shall continue in full force and effect as a direct lease between Tenant and Lender, or such other purchaser, under all of the terms, covenant and conditions of the Lease for the remainder of the term thereof and any extensions or renewals thereof, with the same force and effect as if Lender or such other purchaser were the landlord under the Lease provided that Tenant is not in default under the Lease following written notice and the expiration of any applicable cure period.

   b. Immediately upon the succession of Lender or such other purchaser to the interest of the Landlord under the Lease, Tenant does hereby agree to attorn to Lender or such other purchaser as Tenant's landlord. The parties agree that such attornment shall be effective and self-operative without the execution of any further documents. Such attornment shall be subject to all terms, provisions and conditions of the Lease and all amendments and modifications thereof. So long as Tenant is not in default (after the expiration of any applicable cure periods) in the payment of rent and otherwise has not been determined by a court of competent jurisdiction to be in default under any of the material terms and conditions of the Lease, Lender or such other purchaser shall not disturb Tenant in Tenant's possession of the Leased Premises during the term
of the Lease and any extensions or renewals thereof, or in the enjoyment of Tenant's rights under the Lease. Nothing in this Agreement shall be construed to limit Tenant's rights against Landlord for any breach of a Lease obligation that occurred prior to the date of takeover, or any claims arising out of such takeover. Tenant shall, from and after Lender's or such other purchaser's succession to the interest of Landlord under the Lease, have the same remedies against such party that Tenant might have had under the Lease against Landlord.

5. **Hazardous Substances.** Lender acknowledges and agrees that Tenant shall have the right to use commercially reasonable amounts of hazardous materials that are commonly used in the telecommunications industry in similar facilities, provided that such use shall be in full compliance with industry standards and all applicable laws pertaining to the use, storage, and disposal of such materials. Such use of hazardous materials shall not be deemed a default by Landlord under the Trust Deed.

6. **Modifications.** This Agreement may be modified only by an agreement in writing signed by the parties hereto or their respective successors in interest. Nothing in this Agreement shall be construed as to require the consent of Lender to any amendments, modifications, renewals, or extensions of the Lease.

7. **Binding Effect.** This Agreement shall run with the land and shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, legal representatives, successors and assigns of the parties hereto.

8. **Attorneys' Fees.** If any of the parties hereto institutes any action or proceeding in court to enforce any of the provisions hereof, or any action for damages by reason of any alleged breach of any of the provisions hereof, then the prevailing parties in any such action or proceeding shall be entitled to receive from the losing parties such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered to the prevailing parties, together with the prevailing parties' other reasonable litigation costs and expenses.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state in which Landlord's Property is located without giving effect to the choice of law rules thereof.

[Signatures on following page]
LENDER:

First Republic Bank, a California corporation

By: Kolette de Bocos

Name: Kolette de Bocos
Title: Director, Commercial Lending Services
Date: 1/25/22

LANDLORD:

San Domenico School, a California nonprofit public benefit corporation

By: David Wise

Name: David Wise
Title: CEO
Date: 8/19/2021

TENANT:

GTE Mobilnet of California Limited Partnership, d/b/a Verizon Wireless

By: Cellco Partnership, its General Partner

By: Scott Stewart

Name: Scott Stewart
Title: Director, Network
Date: 12/3/21

California All-Purpose Acknowledgment Attached
LENDER:

First Republic Bank, a California corporation

By: ____________________________
Name: ___________________________
Title: ____________________________
Date: ____________________________

LANDLORD:

San Domenico School, a California nonprofit public benefit corporation

By: ____________________________
Name: DAVID WISE
Title: CFO
Date: 8/19/2021

TENANT:

GTE Mobilnet of California Limited Partnership, d/b/a Verizon Wireless

By: Cellco Partnership, its General Partner

By: Scott Stewart
Name: Scott Stewart
Title: Dream Network
Date: 12/3/21

California All-Purpose Acknowledgment Attached
LENDER ACKNOWLEDGEMENT

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 San Francisco

On January 25, 2022, before me, James Fleming Jr., Notary Public, personally appeared Polette de Rosas, 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]
Notary Public
LANDLORD ACKNOWLEDGEMENT

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 8/19/2021, before me, Bonnie Romano — Notary Public, personally appeared David Wise, 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.

Bonnie Romano
Notary Public
TENANT ACKNOWLEDGEMENT

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 CONTRA COSTA

On Dec. 3, 2021, before me, A. KRUSE-LUDTKE, Notary Public, personally appeared SCOTT STEWART, 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.

Notary Public

[Signature]
EXHIBIT A

LEGAL DESCRIPTION

Property located in Marin County, California

The land referred to herein below is situated in the Unincorporated Area in County of Marin, State of California and is described as follows:

Parcel Four, as shown upon that certain Parcel Map entitled "Lands of the San Domenico School for Girls, 1370 O.R. 49, 1545 O.R. 470, being a portion of the Rancho Canada De Herrera, County of Marin, California, dated January 1984", filed for record July 11, 1984 in Book 22 of Parcel Maps, at Page 19, Marin County Records.

Excepting therefrom that portion as conveyed in the Deed from San Domenico School for Girls, a corporation formerly known as Dominican Convent of San Rafael, a corporation to Kenneth Paganini, et al, recorded November 7, 1994 as Instrument No. 94-078005 and described as follows:

Beginning on the Northerly line of Parcel 1, as it is shown upon that certain map entitled, "Lands of the San Domenico Schoo for Girls, 1370 O.R. 49 1545 O.R. 470, being a portion of the Rancho Canada De Herrera, County of Marin, California, dated January 1984", filed for record July 11, 1984 in Book 22 of Parcel Maps, at Page 19, Marin County Records, at the intersection of the courses thereon, South 78° 30' 00" West, 280.00 feet and South 74° 00' East, 45.00 feet; thence along said line, South 78° 30' 00" West, 280.00 feet, to the Western most point common to Parcel 1 and Parcel 4 of said Map; thence along the Westerly line of Parcel 4, North 6° 51' 00" East, 18.27 feet and North 11° 46' 30" East, 18.32 feet; thence leaving said line, North 88° 15' 35" East, 86.04 feet; thence North 84° 38' 06" East, 183.27 feet to the point of beginning.

AND BEING the same property conveyed to Dominican Convent of San Rafael, a corporation from E. J. Spielman and Esther Spielman by Grant Deed dated May 25, 1960 and recorded May 25, 1960 in Deed Book 1370, Page 49; AND BEING the same property conveyed to Dominican Convent of San Rafael, a corporation from Andrew G. Russell III and Katherine P. Russell by Grant Deed dated February 28, 1962 and recorded February 28, 1962 in Deed Book 1545, Page 470.

APN: 176-300-30
This page has been updated. You can now look up Secured and Unsecured property tax bills as well as pay a Property Tax Bill online.

Enter the Parcel Number / Property Identifier found on your tax bill (format: 999-999-99) in the box below to search for the taxes specific to your Parcel Number / Property Identifier.

**Parcel # / Property Id:** 176-300-30

**Search Results**

Click on a bill number in the table(s) below to see the details. For unpaid bills, you can either pay online, print the stub and pay by mail, or pay by phone (800) 985-7277.

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New! **Subscribe to receive an email reminder notice** before the property tax deadline in December and April.

- A general email will be sent to all subscribers approximately ten (10) days before the payment deadline.
- Your email address will not be used for any other purpose, and you can unsubscribe at any time.
- Select the link below and you will be prompted to enter your email address.
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**Remarks**

Use the [Property Tax Exemptions](#) application to identify agencies on your tax bill that offer exemptions. For questions about your property valuation, please contact the Assessor's office at (415) 473-7215.
Bill Details

Owner: SAN DOMENICO SCH FOR GIRLS
Parcel Number: 176-300-30
Bill Number: 21-1104688
Bill Date: 10/29/2021
Tax Rate Area: 062-005
Tax Roll Year: 2021/22
Bill Type: Secured

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