

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

Paul Thompson
250 Bel Marin Keys Bldg A
Novato, CA 94949

AMENDMENT TO DECLARATION OF
ROAD AND STORM DRAIN MAINTENANCE AGREEMENT

This Amendment to Declaration of Road and Storm Drain Maintenance Agreement (hereinafter referred to as "Amendment") is made on the date set forth below by 179 Sacramento LLC, a California limited liability company ("Sacramento LLC"), Victoria Carolyn Pedersen and Peder Jens Pedersen ("Pedersen"), and Michael A. Henry and Talley M. Henry ("Henry"). Sacramento LLC, Pedersen and Henry are referred to herein, collectively, as "Owners".

RECITALS

1. Pedersen was the owner of that certain real property located in Marin County, California, described as follows (the "Property"):

Parcel One and Two as shown upon that certain "Parcel Map, Lands of Pedersen, deed number 2000-36699, Marin County, California" filed for record on May 21, 2004 in Volume 2004 of Maps, at Page 138, Marin County Records.

2. Pedersen constructed a roadway to allow an extension of Sacramento Avenue to serve homes at 171 and 179 Sacramento Avenue. Pedersen entered into that certain Declaration of Road and Storm Drain Maintenance Agreement dated May 12, 2004, and recorded in the Official Records of Marin County as instrument no. 2004-0044560 (the "Agreement"), to establish the basic rights, duties and obligations of Pedersen, Pedersen's successors and assigns, and all other parties having, or later acquiring any right, title or interest in or to all or any portion of the Property with respect to the maintenance of that portion of Sacramento Avenue located on the Property, as well as any storm drain easements related thereto. A true and correct copy of the Agreement is attached hereto as Exhibit A. Pedersen subsequently sold a portion of the Property to Henry.

3. Pedersen is the owner of that certain real property located in Marin County, California commonly known as 179 Sacramento Avenue, San Anselmo, described as follows (the "Pedersen Property"):

Parcel 1, as shown upon that certain Map entitled, "Parcel Map Lands of Pedersen D.N. 2000-36699, a Resubdivision of Parcels 1, 2 and 3, 25 Surveys, Page 96", filed for Record May 21, 2004 in Volume 2004 of Maps, at Page 138, Marin County Records.
APN: 177-172-16

4. Henry is the owner of that certain real property located in Marin County, California commonly known as 171 Sacramento Avenue, San Anselmo, described as follows (the "Henry Property"):

Parcel 2, as shown upon that certain Map entitled, "Parcel Map Lands of Pedersen D.N. 2000-36699, a Resubdivision of Parcels 1, 2 and 3, 25 Surveys, Page 96", filed for Record May 21, 2004 in Volume 2004 of Maps, at Page 138, Marin County Records. APN: 177-172-17

5. Sacramento LLC is the owner of that certain real property located in Marin County, California, described as follows (the "Sacramento LLC Property"):

Parcel One:

Beginning at a point on the Easterly line of Pasadena Avenue, distant thereon North 3° 57' West 70.60 feet from the most Northerly corner of the property described in the Deed from Luisa Spagnoli to Jesse J. Filippelli, et ux, Recorded March 15, 1955 in Volume 928 of Official Records, at Page 177, Marin County Records; running thence along said Easterly Avenue line South 3° 57' East 70.60 feet to said most Northerly corner, thence along the Northerly line of the property so referred to and its Easterly Prolongation South 87° 35' East 255 feet, more or less, to the Westerly line of A 40 foot road, being the Westerly line of relocated Sacramento Avenue; thence along said Westerly road line North 14° 41' West 75 feet, more or less, to a point which bears South 87° 35' East from the point of beginning; running thence North 87° 35' West 245 feet, more or less, to the point of beginning.

Parcel Two:

Beginning at a point on the Easterly line of Pasadena Avenue, distant thereon North 3° 57' West 70.60 feet from the most Northerly corner of the property described in the Deed from Luisa Spagnoli to Jesse J. Filippelli, et ux, Recorded March 15, 1955 in Volume 928 of Official Records, at Page 177, Marin County Records; running thence along said Easterly Avenue line North 25° 36' West 102.62 feet, North 17° West 133.33 feet and North 37° 41' East 16.75 feet; thence leaving said line North 34° 39' West 41.94 feet to the Southeasterly line of the Property described in the Deed from Luisa Spagnoli to M. V. Kelley, et ux, Recorded November 6, 1953 in Volume 835 of Official records, at Page 375; thence along said line North 72° 41' East 231.84 feet to the centerline of Sacramento Avenue, as relocated; thence along said centerline South 12° 31' East 205.11 feet, South 44° 26' East 111.06 feet and South 14° 41' East to a point which bears South 87° 35' East from the point of beginning; thence leaving said centerline North 87° 35' West 265 feet, more or less, to the point of beginning

APN: 177-171-03, 177-172-09 and 177-172-10

6. The Pedersen Property, the Henry Property, and the Sacramento LLC Property shall be referred to herein, collectively, as "Owners' Property."

7. Sacramento LLC intends to construct a private roadway to allow an extension of Sacramento Avenue to serve two parcels comprising the Sacramento LLC Property (the "Sacramento Avenue Extension").

8. The parties hereto desire to amend the Agreement so as to establish the basic rights, duties and obligations of all Owners with respect to the use and maintenance of that portion of Sacramento Avenue located on and adjacent to the Owners' Property, as well as any storm drain easements, the paved road surface, the concrete v-ditch, and the retaining wall related thereto (collectively the "Maintenance Areas"), as shown on Exhibit B attached hereto and incorporated by this reference, on the terms and conditions set forth herein.

AGREEMENT

1. Terms of Agreement. Owners hereby declare and agree that the Owners' Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved, subject to the Agreement, as amended by this Amendment. All of the agreements, declarations, limitations, covenants, conditions, restrictions, easements and assessments described in the Agreement, as amended by this Amendment, shall constitute covenants which shall run with the land and shall be binding upon Owners and their successors in interest and assigns, and all parties now having or acquiring any right, title or interest in or to all or any portion of the Owners' Property.

2. Easement for Access. For the purpose of ingress and egress to the Sacramento LLC Property, Sacramento LLC, its successors in interest and assigns, shall have a perpetual, nonexclusive easement and right of way in and across the Maintenance Areas on each parcel or portion of the Owners' Property subject to this Agreement.

3. Maintenance Costs. All costs of maintenance and repair of the Maintenance Areas shall be shared in the following proportions: Twenty-five percent (25%) by the owner of the Pedersen Property; Twenty-five percent (25%) by the owner of the Henry Property; and Fifty percent (50%) by the owner of the Sacramento LLC Property, of which Fifty percent (50%) share, the owners of Parcel One and Parcel Two of the Sacramento LLC Property shall share equally. This Paragraph 3 modifies Paragraph 6 of the Agreement:

4. Construction Damage. Notwithstanding anything in Paragraph 3 above to the contrary, Sacramento LLC, its successors in interest and assigns, shall be solely responsible for the repair of any damage to the existing Sacramento Avenue, including without limitation the Maintenance Areas, caused by construction activities on the Sacramento LLC Property.

5. Exclusions and Limitations. The Agreement, as amended by this Amendment, shall not apply to the Sacramento Avenue Extension, for which all costs of maintenance and repair shall be the sole responsibility of Sacramento LLC, its successors in interest and assigns.

6. Counterparts. This Amendment may be executed in counterpart and all counterparts together shall constitute one and the same agreement.

7. Entire Agreement: Binding Effect: Except as set forth in this Amendment, all other terms, covenants and conditions of the Agreement shall remain unmodified and in full force and effect and Owners hereby ratify and affirm the Agreement, as amended hereby, and all of its or the other's, as applicable, respective rights, agreements, obligations, priorities, reservations, promises and waivers as made and agreed and set forth therein, all of which shall remain in full force and effect. The Agreement, as amended hereby, contains the entire agreement between the parties, shall be binding upon the heirs, devisees and assignees of the parties hereto, and may only be amended, modified or changed by a subsequent writing signed by all Owners.

WITNESSETH our hand on _____, 2016.

179 Sacramento LLC, a California
limited liability company

By: Paul B. Thompson, Manager

Victoria Carolyn Pedersen

Peder Jens Pedersen

Michael A. Henry

Talley M. Henry

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 March __, 2021 before me, _____, Notary Public, personally appeared _____, 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 _____

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County of Marin)

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County of Marin)

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WITNESS my hand and official seal.

Signature _____

EXHIBIT A

(Road Maintenance Agreement)

EXHIBIT B

(Map of Sacramento Avenue; Existing and Extension)