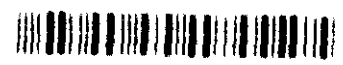


S
JB



2004-0044560

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

Victoria and Peder Pedersen
69 Bella Vista Avenue
San Anselmo, CA 94960

Recorded | REC FEE | 19.00
Official Records |
County Of |
Marin |
JOAN C. THAYER |
Recorder |
12:24PM 21-May-2004 | JB
Page 1 of 5

DECLARATION OF
ROAD AND STORM DRAIN MAINTENANCE AGREEMENT

This Declaration of Road and Storm Drain Maintenance Agreement (hereinafter referred to as "Agreement") is made on the date set forth below by **Victoria Carolyn Pedersen and Peder Jens Pedersen** (hereinafter collectively referred to as "Declarant").

A. Description of Real Property. Declarant is 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 2000-0036699, Marin County, California" filed for record on May 21 2004 in Book 2004 of Parcel Maps at Page 138 in the official Records of Marin County, California.

B. Purpose of the Agreement. The purpose of this Agreement is to establish the basic rights, duties and obligations of the Declarant, Declarant's successors and assigns, and all other parties now having, or later acquiring any right, title or interest in or to all or any portion of the Property (herein collectively referred to as "Owner" or "Owners"), with respect to the maintenance of that portion of Sacramento Avenue located on the Property, as well as any storm drain easements related thereto (hereon collectively "Maintenance Areas"), as said Maintenance Areas shown on the referenced Parcel Map.

C. Terms of the Agreement. Declarant hereby declares that Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved, subject to the following agreements, declarations, limitations, covenants, conditions, restrictions, easements, and assessments, all of which are for the purpose of enhancing and protecting the value, safety and attractiveness of the Property, and every part thereof, in accordance with the plan for improvement of said Property. All of the agreements, declarations, limitations, covenants, conditions, restrictions, easements and assessments described herein shall constitute covenants which shall run with the land and shall be binding upon Declarant and its 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 Property.

NOW, THEREFORE, the undersigned agree as follows:

1. Covenant. This Agreement is entered into by and between all of the parties signatory hereto in connection with their rights, duties and obligations with regard to the Maintenance Areas and this Agreement shall be deemed to be a covenant running with the land

binding each party hereto, their heirs, devisees, successors in interest, assigns and grantees, who shall be owners of any of the Property to comply with each term thereof. This Agreement includes a general plan for the maintenance, care, upkeep and replacement of the Maintenance Areas referenced above, and is and shall be for the benefit of each parcel of real property on the Property and shall continue to be an obligation of each Owner thereof, and is entered into to provide for reasonable maintenance and repair of the Maintenance Areas which provides access to Declarant and Declarant's parcels of real property on the Property.

2. **Maintenance and Repairs.** Maintenance and repairs *required* to be undertaken and performed under this Agreement shall be those needed to maintain and repair said Maintenance Areas in a *functional and safe condition*. Maintenance and repairs necessary to remedy deterioration resulting from ordinary *wear and tear* which does not affect the functional and safe condition of the Maintenance Areas may be undertaken by *majority vote* of the Owners. *Improvement* of the Maintenance Areas to a condition over and above the condition at the time of completion of the extension of Sacramento Avenue across the Property shall require the *unanimous vote* of the Owners. It is specifically understood that all owners of any portion of real property on the Property shall be, as of the commencement of this Agreement, responsible for the maintenance and repair of the Maintenance Areas.

In the event that any Owner requesting any maintenance and/or repair work be performed on any of the Maintenance Areas, fails to obtain the unanimous agreement of the other Owners within three (3) calendar months following said Owner's delivery to all other Owners of a written request for such agreement, said Owner shall have the right to submit the matter to binding arbitration as more particularly referenced in Paragraph 14 of this Agreement. In such an event, the arbitrator's jurisdiction shall be limited to the question of the reasonableness and necessity of the scope and extent of the requested maintenance and/or repairs, as if this Section of the Agreement entitled "Maintenance and Repairs" were not in effect, except that the allocation of payment for such maintenance and repairs shall be as provided in the Section entitled "Maintenance Costs" and the arbitrator shall have no authority to change the allocation of costs specified in Paragraph 6 of this Agreement.

3. **Additional Repairs.** No Owner may undertake any additional repairs or maintenance not specified in this Agreement without first obtaining the express written consent of all other Owners.

4. **Easement for Maintenance.** For the sole purpose of effecting compliance with this Agreement, and subject to the limitations contained within this Agreement, the Owners or their authorized agents and employees shall have an easement in and across that portion of the Maintenance Areas on each parcel or portion of the Property subject to this Agreement.

5. **Entry for Repairs.** The Owners, collectively, and for the sole purpose of complying with this Agreement, may authorize their agents and employees to enter upon any parcel within the Property when necessary in connection with any maintenance or repairs for which the Owners are responsible, to effect any emergency or necessary repairs which may be required by this Agreement. Any such entry shall be made with as little inconvenience to the Owner as practicable. Any damage that was (a) directly caused by such entry and (b)

reasonably avoidable shall be repaired by the authorizing Owners at their expense. Except in the case of an emergency, twenty-four (24) hour advance written notice shall be given to the Owner or legal occupant of any parcel within the Property affected by the maintenance and/or repair work to be performed.

6. Maintenance Costs. Unless otherwise agreed in writing, the Owner(s) of each parcel subject to this Agreement agree to share equally all cost of maintenance and repair of said Maintenance Areas.

7. Maintenance Reserve Program. For the purpose of collecting moneys on a periodic basis to build reserves for the costs of maintenance and repair of the Maintenance Areas, the Owners may, by unanimous vote of parcels, institute a "Maintenance Reserve Program," the charges for which shall be collectable from the Owners, or their successors in interest, pursuant to Section 6 of this Agreement.

Any charges levied pursuant to a Maintenance Reserve Program shall be reasonable and shall not exceed the anticipated annual costs of maintenance and/or repairs of the Maintenance Areas called for under this Agreement. Any increase in charges collected pursuant to a Maintenance Reserve Program shall require the unanimous vote of the Owners; any reduction shall require the majority vote of the Owners. Funds collected through the Maintenance Reserve Program shall not be refundable to any Owner and are intended to run with the land.

All other terms and conditions of any Maintenance Reserve Program adopted by the Owners, from time to time, shall be specified in a separate written document agreed upon by the Owners as part of the institution of the Maintenance Reserve Program.

8. Custodian of Funds. For the purposes of collecting and maintaining money for the maintenance and repair of said Maintenance Areas and the administration of any Maintenance Reserve Program implemented pursuant to Article 6 of this Agreement, the Owners shall, by majority vote of parcels, designate a custodian(s) thereof. Until otherwise agreed by the Owners in writing, said custodians shall be Victoria and Peder Pedersen.

9. Voting Rights. For any matters that require a vote pursuant to this Agreement, the following voting rights shall apply:

The Owner(s) of each parcel of real property subject to this Agreement shall be entitled to one (1) vote. Only one vote may be cast per parcel, regardless of the numbers of Owners of a parcel. In the event a parcel is owned by more than one Owner, any one (1) of the joint tenants or tenants-in-common or community property owners of a parcel may cast a vote for a parcel, provided that in the event of a dispute between multiple owners of one (1) parcel: (a) the majority of said owners shall determine how said parcel's single vote shall be cast, and (b) in the event no clear majority can be obtained within 15 days of the date of the noticed vote, the owners of said parcel shall lose their right to vote. For the purposes of this Agreement, the party who has fee title to said parcel or parcels shall be entitled to vote, provided that if said party sells under contract of sale then they, by the said contract, may convey to the purchaser thereon the right to vote in this said Agreement.

10. Owners' Liability. The Owners do not agree to share any liability arising from personal injury or property damage other than that attributable to the repairs or maintenance undertaken pursuant to this Agreement.

11. Insurance. Each Owner shall be responsible for obtaining and maintaining his or her own insurance, if any. The Owners may agree by a majority vote to share the cost of a combined property damage and general liability insurance policy. The Owners agree that all contractors, including individuals or entities performing maintenance or repair work in the Maintenance Areas shall be licensed and be insured for workers compensation and comprehensive general liability insurance with coverage of at least One Million (\$1,000,000)/Two Million (\$2,000,000) per occurrence.

12. Personal Injury and Property Damage Liability. Each Owner agrees to bear liability in the same percentage as they share the costs of repair, as specified above, for any personal injury or property damage to (a) any worker employed to make repairs or do maintenance under this Agreement, or (b) any third person, which results from or arises out of maintenance or repairs under this Agreement.

13. Annual Meeting, Assessments. The Owners agree that they shall meet in a majority at least once annually to decide on the maintenance and repairs to be made to the said Maintenance Areas, and to make and assess each property Owner under the method above provided for the maintenance and repair of said Maintenance Areas.

14. Disputes. In the event any party to this Agreement asserts that another party is not in compliance with this Agreement and the parties cannot resolve the dispute among themselves, the matter shall be submitted to binding arbitration in Marin County, in accordance with the rules of the Commercial Rules of the American Arbitration Association. Confirmation of any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. In the event of any such dispute between the parties which proceeds to arbitration or litigation related thereto, the prevailing party shall be entitled to recover reasonable expenses, attorneys' fees and costs.

15. Term. This Agreement shall be effective for the period commencing with the date of recordation hereof by the last party signatory hereto, and shall continue in full force and effect for a period of 30 years and, unless revoked or modified by the majority vote of the parties, as prescribed below, shall automatically be renewed for a 10 year period from each termination date.

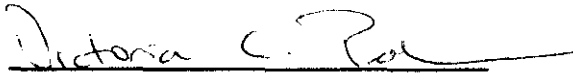

16. Headings. The headings used in this Agreement are for convenience only and are not to be used to interpret the meaning of any of the provisions of this Agreement.

17. Enforcement of this Agreement by the County of Marin. Each Owner acknowledges and agrees that in the event of a failure of the Owners to abide by the terms of this Agreement, the County of Marin, has the right to demand that the Owners abide by the Agreement and to enforce this Agreement pursuant to the provisions of Section 14 of this Agreement. Each Owner also acknowledges and agrees that the County of Marin shall have the right, upon reasonable notice, to enter onto and inspect the Maintenance Areas for the sole and limited purpose of enforcing the terms and conditions of this Agreement.

18. Notices: Any and all written notices required to be given under this Agreement shall be made by U.S. Postal Service registered mail, return receipt requested, addressed to the legal Owner(s) of record at the Owner's address on Sacramento Avenue, San Anselmo, California. In the event the Assessor's records show a different address for the Owner, then a copy of the written notice shall be sent by U. S. Postal Service registered mail, return receipt requested to that address as well.

19. Entire Agreement; Binding Effect; Amendment: This Agreement 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 5/12/04, 2004.

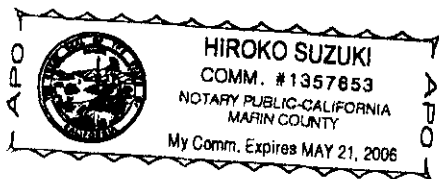

Victoria Carolyn Pedersen

Peder Jens Pedersen

STATE OF CALIFORNIA)
)
COUNTY OF MARIN)

On May 12, 2004, before me, a Notary Public in and for said State and County, personally appeared **Victoria Carolyn Pedersen** and **Peder Jens Pedersen** 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 it in their authorized capacities, and that by their signatures on the instrument, the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.


NOTARY PUBLIC



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

2006-0034892

DPW ROOM 304 LAND USE SECRETARY
DEPARTMENT OF PUBLIC WORKS
CIVIC CENTER, ROOM 304

Recorded REC FEE 16.00
Official Records
County of
Marin
JOAN C. THAYER
Assessor-Recorder

01:50PM 02-Jun-2006 Page 1 of 4

RECORDED ENCROACHMENT P
COUNTY OF MARIN, DEPARTMENT OF PUBLIC WORKS

* PERMIT

Victoria and Peder Pedersen
69 Bella Vista Ave
San Anselmo, CA 94960

February 3, 2006

In response to your request of January 27, 2006, and subject to all the terms, conditions and restrictions written or printed as General Provisions or Special Conditions on any part of this form or referenced attachments,

PERMISSION IS HEREBY GRANTED TO CONSTRUCT: (1) Retaining walls on either side of private roadway to allow extension of Sacramento Ave to serve home at 171 & 179 Sacramento Ave, San Anselmo and (2) an emergency vehicle turnaround. (3) Retaining wall on public east side of Sacramento right-of-way.

within the public right-of way at 171 & 179 Sacramento Ave also known as Assessor's Parcel No. 177-172-17 & 177-172-16, which is described either:

- A. as recorded in official Marin County Records Book _____, Page _____, on _____, OR
- B. by recorder's instrument No. 2005-0064069, dated August 23, 2005.

All work shall be done in accordance with the attached General Provisions and the following Special Conditions. As consideration for the granting of this permit, permittee, on behalf of himself and successors-in-interest, agrees to be bound by the following conditions:

1. Permittee shall indemnify, defend and hold the County, its officers, agents and employees harmless from any and all claims, suits or liability, including, but not limited to, litigation costs and attorney's fees which the County may incur as the result of any and all claims and suits for personal injury, property damage or inverse condemnation by reason of permittee's placement of/or maintenance of encroachments authorized by this permit.
2. Permittee acknowledges that County has the right to order permittee to remove the encroachment(s) granted herein. In the event that utility installation, road widening or other public improvement is scheduled by County, permittee shall remove, at his sole expense, the encroachment(s) or portions thereof, as directed by the County.
3. Permittee shall be solely responsible for maintaining the encroachment(s) in a safe condition.
4. Permittee agrees that this permit shall run with the land and bind any successors-in-interest. Permittee shall inform any buyer of the premises of the obligations, duties and responsibilities set forth herein.
5. See additional attached Special Conditions (optional).

Site Plan on file with Department of Public Works; Room 304

This permit is to be strictly construed and no work other than that specifically stated is authorized hereby. I/We (Permittees) have read and understand the foregoing conditions. I/We understand that agreeing to the terms and conditions is a material consideration for the County of Marin to grant this permit.

Accepted by: *[Signature]*
(Notarized Signature)
Peder Pedersen

[Signature]
(Notarized Signature)
Victoria Pedersen



FARHAD MANSOURIAN
MARIN COUNTY ROAD COMMISSIONER

E.P.# 06-024
B.P.# _____
Area: _____
Copies: Road Foreman, Engineering, Title, Field Office

[Signature]
Deputy
Office

Marin County Road Commissioner, P.O. Box 4186, San Rafael, CA 94913
Civic Center Room 304 Phone: (415) 499-6549 Fax: (415) 499-3799



FIRST AMERICAN TITLE INSURANCE COMPANY

STATE OF CALIFORNIA }
COUNTY OF Marin }

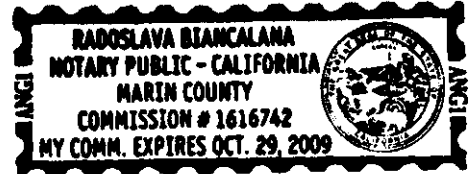
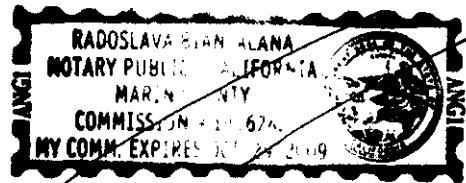
On 2-7-06, before me, Radoslava Biancalana

a Notary Public in and for said State, personally appeared Peder Jens Pedersen
and Victoria Cardyn Pedersen

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.

Signature: Radoslava Biancalana



(This area for official notarial seal)

Title of Document	_____
Date of Document	_____ No. of Pages _____
Other signatures not acknowledged	_____

County of Marin
Department of Public Works

OFFICE OF THE ROAD COMMISSIONER
ENCROACHMENT PERMIT - GENERAL PROVISIONS

1. **PERMIT TO BE KEPT AT WORK SITE.** This permit shall be kept at the site of the work and must be shown to any representative of the Public Works Department (DPW) or any law enforcement officer on demand.
2. **NOTICE PRIOR TO STARTING WORK.** Before starting work on which an inspector is required or whenever stated on the face of this permit, the permittee shall notify DPW. Such notice shall be given at least 24 hours in advance of the date work is to begin.
3. **PROTECTION OF TRAFFIC.** Adequate provision shall be made for the protection of the traveling public. Wherever necessary, barricades shall be placed with red lights or flares at night, flag persons employed, and any other necessary measures as may be required by the particular work in progress.
4. **MINIMUM INTERFERENCE WITH TRAFFIC.** All work shall be planned and carried out so that there will be the least possible inconvenience to the travelling public.
5. **STORAGE OF MATERIAL.** No material shall be stored within nine (9) feet of the edge of pavement or traveled way or within the shoulder line where the shoulders are wider than nine (9) feet.
6. **CARE OF DRAINAGE.** If the work herein contemplated shall interfere with the established drainage, ample provision shall be made by the permittee to provide for it as may be directed by DPW.
7. **CLEAN UP OF RIGHT-OF-WAY.** Upon completion of work, all brush, timber, scraps and other leftover construction materials and refuse shall be entirely removed and the right-of-way restored to a condition at least as presentable as that existing prior to the start of work.
8. **DAMAGE TO RIGHT-OF-WAY IMPROVEMENTS.** Any damage to the existing roadway, structures or survey monuments due to construction operations under this permit shall be restored to original condition by the permittee. Shoulder areas shall be redressed, drainage ditches shall be restored to original grades, and all dirt and debris resulting from permittee's operations shall be removed from the construction area. Any trees damaged as a result of construction operations shall be removed or restorative measures taken at permittee's expense as directed by DPW.
9. **ACCESSIBILITY.** Permit applicant agrees that any encroachment and/or construction activity allowed hereby shall comply with all federal and State accessibility laws and regulations, including but not limited to, Title 24, California Code of Regulations, Government Code §4450 et seq., Health and Safety Code §19955 et seq., and 28 CFR Part 35, Subpart D.
10. **SURVEY MONUMENTS.** The permittee shall take all measures necessary to identify, mark and preserve survey monuments. In the event that a monument is disturbed, permittee shall immediately notify DPW and perform any necessary repairs.
11. **SUBMIT LOCATION PLAN.** Upon completion of underground or surface work of consequence, the permittee shall furnish an as-built plan if requested by DPW.
12. **STANDARDS OF CONSTRUCTION.** All work shall conform to recognized standards of construction.
13. **SUPERVISION OF AGENCY.** All work shall be done subject to the supervision of and to the satisfaction of DPW.

14. **DEFINITION.** This permit is issued under Code Section 13.12 of the County of Marin. The term encroachment is used in this permit as defined in Section 660, Sub. B of the Streets & Highways Code of the State of California. This permit does not authorize, and it shall not be construed as authorizing, any infringement upon the highway referred to herein or as affecting property rights of others thereto.

15. **ACCEPTANCE OF PROVISIONS.** It is understood and agreed by the permittee that the performance of any work under this permit shall constitute an acceptance of the provisions.

16. **NO PRECEDENT ESTABLISHED.** This permit is granted with the understanding that this action is not to be considered as establishing any precedent on the question of the expediency of permitting any certain kind of encroachment to be erected within the right-of-way of County roads.

17. **FUTURE MOVING ON INSTALLATION.** It is understood by the permittee that whenever construction, reconstruction or maintenance work on the highway may require, the installation provided for herein shall, upon request of DPW, be removed within a reasonable period of time as approved by DPW and at the sole expense of the permittee.

18. **PERMITS FROM OTHER AGENCIES.** The party or parties to whom this permit is issued shall, whenever required by law, secure the written order or consent to any work hereunder from the State of California Public Utilities Commission or any other public board having jurisdiction. This permit shall be suspended in operation unless and until such order or consent is obtained.

19. **LIABILITIES FOR DAMAGES.** The permittee is responsible for all liability imposed by law for personal injury or property damage which may arise out of work herein permitted, or which may arise out of failure on the permittee's part to perform his obligations under this permit in respect to maintenance. In the event any such liability is made against the County of Marin or any department, officer or employee thereof, permittee shall defend, indemnify and hold them and each of them harmless from such claim. Nothing herein is intended to impose on permittee any different or higher standard of care than that required by law. This permit shall not be effective for any purpose unless and until the above named permittee files with DPW a safety bond in the form and amount required by said department if stated on the face hereof. The requirement that a bond be filed does not apply in the event the permittee is a governmental board, which derives its revenue by taxation, or any public agency or public utility having lawful authority to occupy the highway.

20. **MAKING REPAIRS.** If DPW shall so select, repairs to paving or other improvements or facilities, which have been disturbed, shall be made by employees of DPW and the expenses therefore shall be borne by the permittee. All payment to laborers, inspectors, etc., employed by DPW for or on account of the work herein contemplated shall be made by said permittee forthwith on receipt of written orders, payrolls or vouchers approved by DPW. Alternatively, DPW may elect to require a deposit before starting repairs in an amount sufficient to cover the estimated cost thereof.

DPW will give reasonable notice of its election to make such repairs. If DPW does not so elect, the permittee shall make such repairs promptly. In every case the permittee shall be responsible for restoring any portion of the highway which has been excavated or otherwise disturbed to its former condition as nearly as may be possible except where DPW elects to make repairs to paving as above provided in this paragraph and except where provisions to the contrary are made elsewhere in the permit.

21. **MAINTENANCE.** The permittee or his assignee of interest agrees by the acceptance of this permit to exercise reasonable care to maintain properly any encroachment placed by it in the highway and to exercise reasonable care in inspecting for and immediately repairing and making good any injury to any portion of the highway which occurs as a result of the maintenance of the encroachment in the highway or as a result of the work done under this permit, including any and all injuries to the highway which would not have occurred had such work not been done or such encroachment not placed therein.