

## NOVATO SANITARY DISTRICT PROPERTY PURCHASE AGREEMENT

In consideration of the terms and conditions set forth in this Property Purchase Agreement (the "Agreement") COUNTY OF MARIN, a political subdivision of the State of California, BY RELINQUISHMENT OF HIGHWAY RIGHT OF WAY RECORDED MARCH 12, 1966 IN BOOK 2029 AT PAGE 1, MARIN COUNTY RECORDS ("GRANTOR") shall deposit in an escrow designated by the NOVATO SANITARY DISTRICT, a public entity ("DISTRICT"), a Grant of Easement Deed suitable for recordation and conveying from GRANTOR to a Permanent Easement as indicated in Exhibits "A" and "A-1", incorporated herein by this reference; and granting to DISTRICT a Temporary Construction Easements as indicated in Exhibits "B" and "B-1" incorporated herein by this reference.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

### **1. Entire Agreement**

The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for the Permanent Easement and Temporary Construction Easement and shall relieve DISTRICT of all further obligations or claims on this account or on account of the location, grade, construction or operation of the proposed public improvement.

### **2. DISTRICT shall**

- A. Pay the sum of EIGHTY NINE THOUSAND ONE HUNDRED THIRTY ONE AND NO/100 DOLLARS (\$89,131.00) for the property identified in Exhibits "A", "A-1", "B" and "B-1" attached hereto and made a part hereof, to the following title company: Old Republic Title Company of Marin Company, for the account of the GRANTOR, Escrow No. 2202017810-RS conditioned upon the property vesting in DISTRICT free and clear of all liens, leases, encumbrances, recorded or unrecorded, assessments and taxes except any exceptions to title which are acceptable to DISTRICT as said exceptions are identified in the title report relating to the subject property issued by the above Title Company bearing the escrow number shown above and date June 16, 2006, and updates thereof. Said title report is attached hereto as Exhibit "C" and by reference made a part hereof. Clearing of any title exceptions not acceptable to DISTRICT is the responsibility of GRANTOR.
- B. Pay all escrow, recording and title insurance charges, if any, incurred in this transaction.
- C. Have the authority to deduct and pay from the amount shown in clause 2A above any amount necessary to satisfy any liens, bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non delinquent assessments, which may have become a lien at the close of escrow. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code if unpaid at the close of escrow. Close of escrow for this transaction shall be contingent upon the title company receiving deeds of reconveyance from any deed of trust or mortgage holder trustees and beneficiaries.
- D. The consideration set forth in clause 2A herein shall include payment in full for the following improvements: All buildings, structures and other improvements affixed to the land which is owned by you as owners or tenants of the real

**Project Name: Wastewater Facility Upgrade**

property proposed to be acquired will also be conveyed unless other disposition of these improvements has been made. The real property interest(s) proposed to be acquired are: Permanent Easement and Temporary Construction Easement as described in Exhibits "A", "A-1", "B" and "B-1".

**3. Temporary Construction Easement**

- A. GRANTOR agrees for the considerations herein to grant said easement to DISTRICT and to permit and allow DISTRICT, its agents and/or contractors to enter upon GRANTOR'S Property on a temporary basis. Said temporary permit shall be for the construction of the Project for a six month period. Temporary Construction Easement ("TCE") period is to commence with first entry on the TCE area by DISTRICT'S agents or contractors. At least 48 hours advanced written notice will be given before any entry on the TCE. The amount set forth in clause 2A herein includes full payment for TCE. This permission becomes valid upon acceptance of this Agreement by DISTRICT.
- B. DISTRICT agrees to promptly restore any damage to the construction easement area and/or the parcels upon which the construction easement area is situated (and the improvements located thereon) caused by DISTRICT'S entry upon the construction easement area or work performed in connection with the Project.
- C. In the event GRANTOR sells, conveys or assigns any property interest, encumbered by the Agreement prior to DISTRICT exercising the rights grant herein, GRANTOR shall notify the successor or assigner of the rights and obligations of both parties as included herein.

**4. Indemnification**

DISTRICT shall indemnify, defend, and hold harmless GRANTOR from and against all claims, causes of action, damages, liabilities, cost and expenses (including reasonable attorney fees and costs), arising from or related to DISTRICT'S use of the temporary construction easement area and exercise of DISTRICT'S rights under this Agreement. The obligations of DISTRICT under this clause shall not be applicable to the extent of GRANTOR'S negligence or willful misconduct. Said indemnity shall survive the close of escrow.

**5. Payment of Deed of Trust**

If this property is secured by a mortgage(s) or deed(s) of trust, GRANTOR is responsible for payment of any demand under authority of said mortgage or deed of trust out of GRANTOR'S proceeds. Such amounts may include, but not be limited to, payments of unpaid principal and interest.

**6. Escrow Instructions**

GRANTOR hereby authorizes DISTRICT to prepare and file escrow instructions in accordance with this Agreement on behalf of both parties.

**7. Hazardous Wastes**

GRANTOR represents and warrants that GRANTOR has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous waste, on, from, or under the property which may have occurred at any time prior to GRANTOR taking title to the property or at any time since.

The acquisition price of the property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the DISTRICT may elect to recover its clean-up costs from those who caused or contributed to the contamination.

**8. Right of Possession and Use**

It is agreed and confirmed by the parties hereto that, notwithstanding the other provisions in this Agreement, the right of possession and use of the subject property by DISTRICT, and/or its designees or assignees including the right to remove and dispose of improvements, and install and connect utilities shall commence on March 15, 2007 or close of escrow, whichever occurs first, and that the amount shown in clause 2A herein includes, but is not limited to, full payment for such possession and use, including interest and damages if any, from said date.

**9. Binding on Successors and Assigns**

This Agreement shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the parties to this Agreement.

**10. No Leases**

GRANTOR warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and GRANTOR further agrees to hold DISTRICT harmless and reimburse DISTRICT for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of GRANTOR for a period exceeding one month.

**11. Quitclaim Deeds**

If any lessee interests are identified in clause 10 herein, as a condition precedent to approval of this Agreement by the DISTRICT'S Board, Quitclaim Deeds or similar releases sufficient to clear any possessory rights from the subject property will be required. GRANTOR agrees to assist DISTRICT in securing said Quitclaim Deeds or releases.

**12. Dismissal of Eminent Domain Action**

GRANTOR hereby agrees and consents to the dismissal of any action in eminent domain by the DISTRICT as to the subject property or any portion thereof and GRANTOR also waives all claims to court costs and any money that may now be on deposit in the Superior Court in said action.

**13. Approval of DISTRICT**

GRANTOR understands that this Agreement is subject to the approval of DISTRICT. Further, that this Agreement shall have no force or effect unless and until said DISTRICT approval has been obtained.

**14. Notices**

Any notice or demand which either the GRANTOR or DISTRICT desire to serve upon the other may be served either personally or by depositing the notice or demand in the United States Post Office, postage prepaid, addressed as follows:

GRANTOR: Marin County Flood Control and Water Conservation District  
3501 Civic Center Drive, Room 304  
San Rafael, CA 94903  
Attn: Tracy Clay

and

Real Estate Division  
Marin County Public Works Department  
P.O. Box 4186  
San Rafael, CA 94913

DISTRICT: Novato Sanitary District  
500 Davidson Street  
Novato, CA 94945  
Attn: Beverly James

**15. Authority to Sign**

GRANTOR and the signatories represent and warrant that the signatories to this Agreement are authorized to enter into this Agreement to convey real property and that no other authorizations are required to implement this Agreement on behalf of GRANTOR.

**16. Counterparts Signature**

This Agreement may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one agreement.

**17. Specific Performance and Other Remedies**

The parties understand that the interests and rights being conveyed by this Agreement are unique and for that reason, among others, the parties will be irreparably damaged in the event that this Agreement is not specifically enforced. Accordingly, in the event of any controversy concerning the obligations under this Agreement, such obligation shall be enforceable by a decree of specific performance or by injunction. Such remedies and all other rights and remedies set forth herein shall be cumulative and not exclusive, and shall be in addition to any and all other remedies which the parties may have hereunder at law or in equity.

(As used above, the term, "GRANTOR" shall include the plural as well as the singular number.)

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written herein below.

**NOVATO SANITARY DISTRICT, A PUBLIC ENTITY**

**GRANTOR:**  
COUNTY OF MARIN, a political  
subdivision of the State of  
California, by relinquishment of  
highway right of way recorded  
March 12, 1966 in book 2029 at  
page 1, Marin County records

By: \_\_\_\_\_

By: \_\_\_\_\_  
Steve Kinsey, President  
Board of Supervisors

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Deputy Clerk

**NO OBLIGATION OTHER THAN SET FORTH HEREIN WILL BE RECOGNIZED  
EXCEPTING THOSE TERMS AND CONDITIONS CONTAINED IN THE  
GRANT OF EASEMENT REFERENCED HEREIN.**

**EXHIBIT A**  
**Sewer Easement**

All that certain real property situate in the City of Novato, County of Marin, State of California, a portion of the lands of Marin County as described in a deed recorded on March 2, 1966 in Book 2029, at Page 1 of the Official Records of Marin County, being a sewer easement is described as lying 15.00 feet on the north and east and 10.00 feet on the west and south measured at right angles from the following line, more particularly described as follows;

**COMMENCING** at the northwest corner of Parcel 1 as described in said deed; thence easterly along the northerly line of said parcel North  $60^{\circ} 46' 46''$  East, 58.52 feet, to the **TRUE POINT OF BEGINNING**; thence leaving said northerly line, South  $17^{\circ} 51' 01''$  East 4.60 feet;

Thence South  $74^{\circ} 06' 01''$  East, 60.93 feet;

Thence North  $60^{\circ} 53' 59''$  East, 828.30 feet;

Thence South  $85^{\circ} 21' 01''$  East, 110.67 feet;

Thence South  $40^{\circ} 21' 01''$  East, 177.73 feet to a point on the southerly line of said parcel and the **POINT OF TERMINUS** of the herein described strip.

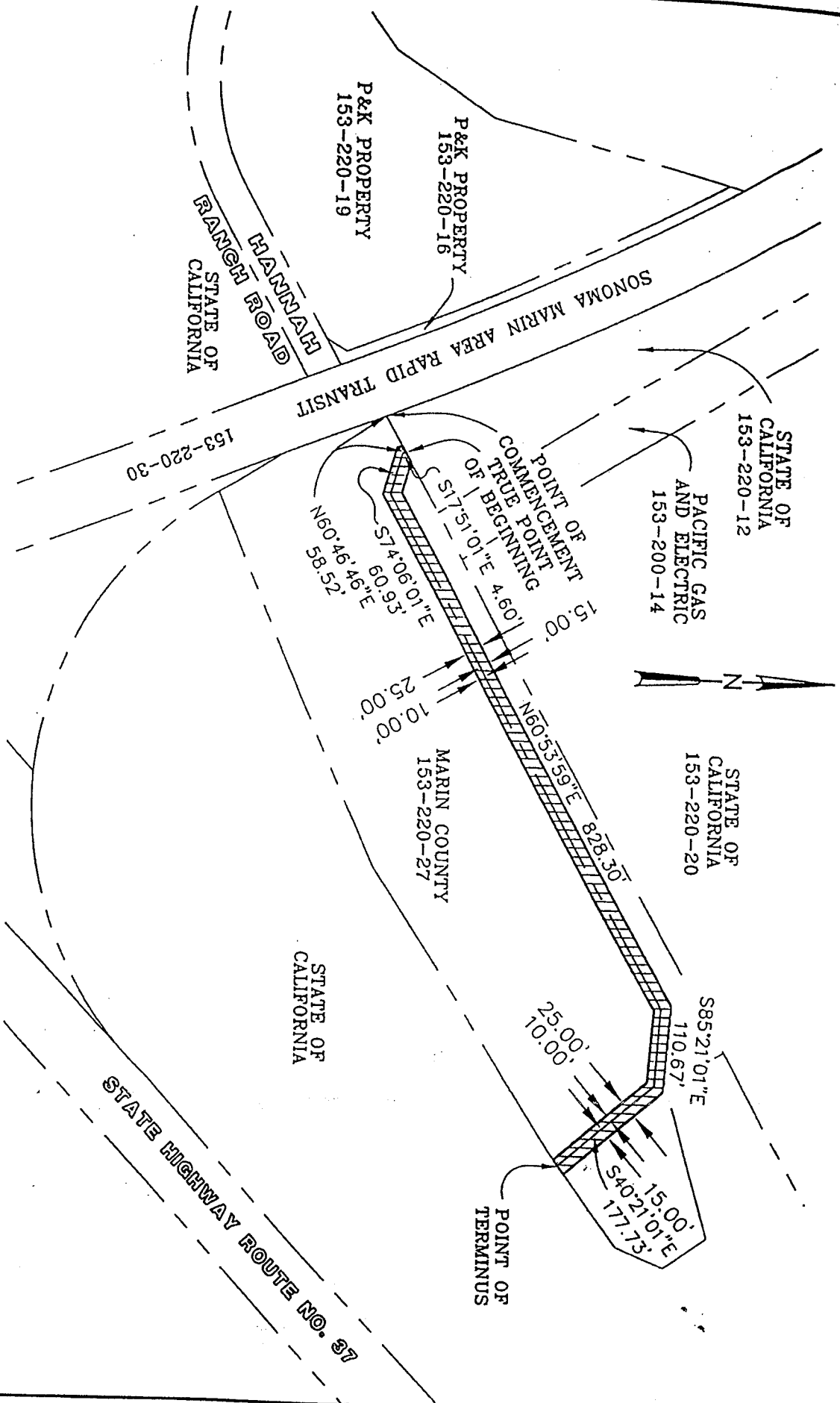
The sidelines of the herein described strip are to be lengthened or shortened so as to terminate on the northerly line of the lands of Marin County on the north and the southerly line of the lands of Marin County on the South.

Containing 29,580 sq ft more or less

The bearings and distances in the above description are on the California Coordinate System Zone 3 NAD83 (2002.0 epoch). Multiply the distances contained herein by 1.0000538872 to obtain ground level distances.

**END OF DESCRIPTION**

Date \_\_\_\_\_  
Jonathan R. Olin LS 7590  
Expires 3/31/06  
End Of Description



**WINZLER & KELLY**  
 CONSULTING ENGINEERS  
 495 TESCOINI CIRCLE, SANTA ROSA, CA 95401  
 PH (707) 523-1010 • FAX (707) 527-8679  
 WWW.W-K-AND-K.COM

AREA		APN		CHKD	DI
29,585 SQ. FT. +/-		153-220-27		DRN	PB
SCALE: 1"=200'					

SEWER EASEMENT OVER THE LANDS OF  
 MARIN COUNTY IN FAVOR OF NOVATO  
 SANITARY DISTRICT

**EXHIBIT A-1**

## **EXHIBIT B**

### **Temporary Construction Easement (TCE)**

All that certain real property situate in the City of Novato, County of Marin, State of California, a portion of the lands of Marin County as described in a deed recorded on March 2, 1966 in Book 2029, at Page 1 of the Official Records of Marin County, being a temporary construction easement (TCE) , more particularly described as follows;

#### **TCE PARCEL 1**

Containing 5,991 SQ. FT. more or less

Being an easement strip 40.00 feet in width, lying 15.00 feet northerly and 25.00 feet southerly, measured at right angles , from the following described line;

**COMMENCING** at the northwest corner of said Parcel 1 of the Lands of Marin County, thence southeasterly along the westerly line of said Parcel 1, South 21° 33' 04" East, 47.89 feet, to the **TRUE POINT OF BEGINNING**;

Thence leaving said westerly line and enter said Lands of Marin County, North 60° 53' 59" East 123.33 feet to a point of convenience hereinafter referred; to a **POINT A**;

Thence North 60° 53' 59" East 25.77 feet to the **POINT OF TERMINUS** of TCE PARCEL 1.

The sidelines of TCE PARCEL 1 are to be shortened or lengthened so as to terminate on said westerly line of said Lands of Marin County on the west and on the east on a line perpendicular to the hereinabove described line passing through the **POINT OF TERMINUS** of TCE PARCEL 1.

#### **TCE PARCEL 2**

Containing 6,790 SQ. FT. more or less

Being an easement strip 32.00 feet in width, lying 16.00 feet on each side of the following described centerline;

**COMMENCING** at **POINT A**, thence South 07° 43' 47" East, 26.85 feet to the southerly line of said TCE PARCEL 1 and **TRUE POINT OF BEGINNING** of TCE PARCEL 2;

Thence South 07° 43' 47" East, 212.19 feet to the **POINT OF TERMINUS** of TCE PARCEL 2.

The sidelines of the herein described strip are to be lengthened or shortened so as to terminate on the southerly line of TCE PARCEL 1 on the north and on the south on the southerly line of said lands of Marin County.

#### **TCE PARCEL 3**

Containing 23,061 SQ. FT. more or less

Being an easement strip 31.00 feet in width, lying 15.00 feet northerly and 16.00 feet southerly, measured at right angles, from the following described line;



**EXHIBIT B**

**Temporary Construction Easement (TCE)**

**TCE PARCEL 3**

continued

**BEGINNING** at the **POINT OF TERMINUS** of TCE PARCEL 1, thence North 60° 53' 59" East, 743.90 feet to the **POINT OF TERMINUS** of TCE PARCEL 3.

The sidelines of the herein described strip are to be lengthened or shortened so as to terminate on the easterly line of TCE PARCEL 1 on the west and on the east on a line perpendicular to the hereinabove described line passing through the **POINT OF TERMINUS** of TCE PARCEL 3.

**TCE PARCEL 4**

Containing 8,534 SQ. FT. more or less

Being an easement strip 61.00 feet in width, lying 15.00 feet northerly and 46.00 feet southerly, measured at right angles, from the following described line;

**BEGINNING** at the **POINT OF TERMINUS** of TCE PARCEL 3, thence North 60° 53' 59" East, 139.85 feet to the **POINT OF TERMINUS** of TCE PARCEL 4 on the easterly line of said Lands of Marin County.

The sidelines of the herein described strip are to be lengthened or shortened so as to terminate on the easterly line of TCE PARCEL 3 on the west and on the east on the easterly line of said Lands of Marin County.

The bearings and distances in the above description are on the California Coordinate System Zone 3 NAD83 (2002.0 epoch). Multiply the distances contained herein by 1.0000538872 to obtain ground level distances.

**END OF DESCRIPTION**

Date \_\_\_\_\_  
Jonathan R. Olin LS 7590  
Expires 3/31/06  
End Of Description



TEMPORARY CONSTRUCTION EASEMENT  
OVER THE LANDS OF MARIN COUNTY IN  
FAVOR OF NOVATO SANITARY DISTRICT



524 Gibson Drive  
Roseville, CA 95678  
(916) 781-4100 Fax: (916) 784-2862

## EXHIBIT "C" PRELIMINARY REPORT

Issued for the sole use of:

VERN CUMMINGS, SRWA  
2300 CONTRA COSTA BLVD. #525  
PLEASANT HILL, CA 94523

Attention: VERN CUMMINGS

Our Order Number 2202017810-RS

Customer Reference

When Replying Please Contact:

Old Republic Title Agency  
524 Gibson Drive  
Roseville, CA 95678  
(916) 781-4100  
Attn: Ramona Stokes

Property Address:

In response to the above referenced application for a policy of title insurance, OLD REPUBLIC TITLE COMPANY hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, conditions and Stipulations of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit A attached. Limitations on Covered Risks applicable to the Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the Policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.**

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of June 16, 2006, at 7:30 AM

**OLD REPUBLIC TITLE COMPANY**  
For Exceptions Shown or Referred to, See Attached

OLD REPUBLIC TITLE COMPANY  
ORDER NO. 2202017810-RS

The form of policy of title insurance contemplated by this report is:

An ALTA Loan Policy. A specific request should be made if another form or additional coverage is desired.

The estate or interest in the land hereinafter described or referred or covered by this Report is:

a Fee.

Title to said estate or interest at the date hereof is vested in:

County of Marin by Relinquishment of Highway Right of Way recorded March 2, 1966 in Book 2029 at Page 1, Marin County Records

The land referred to in this Report is situated in the County of Merced, City of , State of California, and is described as follows:

A frontage road and a portion of Ignacio Wye Interchange lying on the Northwestern side of the main traveled ways of State Freeway, Road 04-MRN-37, described as follows:

Commencing at a point on the general Northwestern Right of Way line for said Freeway; said point being the most Westerly corner of that parcel of land described as Parcel 2 in Deed No. 20776 to the State of California, recorded September 22, 1958 in Book 1218, Page 478, Official Records of Marin County; thence along the Right of Way line for said Freeway, South 21° 33' 09" East, 154.04 feet; South 31° 50' 40" West, 86.57 feet and from a tangent that bears South 26° 45' 38" East along a curve to the left with a radius of 523.11 feet through an angle of 2° 52' 24", an arc length of 26.23 feet; thence North 66° 38' 19" East, 575.77 feet; thence North 56° 29' 55" East, 474.94 feet; thence North 53° 38' 01" East, 167.43 feet; thence North 23° 31' 09" East, 73.62 feet; thence North 34° 45' 03" West, 74.74 feet; thence South 74° 20' 25" West, 226.64 feet; thence North 29° 17' 28" West, 95.77 feet to said general Northwestern Right of Way line; thence along last said line, South 60° 46' 41" West, 1026.40 feet to the point of commencement.

The bearings and distances used in the above Description are on the California Coordinate System, Zone 3. Multiply the above distances by 1.0000546 to obtain ground level distances.

APN: 153-220-27

At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions in said policy form would be as follows:

1. Taxes and assessments, general and special, for the fiscal year 2006 - 2007, a lien, but not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

OLD REPUBLIC TITLE COMPANY  
ORDER NO. 2202017810-RS

3. Rights of the public, County and/or City, in and to that portion of said land lying within the lines of Frontage Road and Ignacio Wye Interchange.

4. Terms and provisions as contained in an instrument,

Entitled : Common oundary Agreement and Agreement for Joint Use of Right of Way  
Executed By : Richard H. Cheda et al  
Recorded : October 20, 1949 in Book 616 of Official Records, Page 322

5. Release and relinquishment of abutter's or access rights to and from State Highway No. 37, upon which premises abuts, together with waiver of damages by reason of construction or maintenance of a freeway, as follows:

Instrument Entitled : Grant Deed  
To : State of California  
Recorded : September 22, 1958 in Book 1218 of Official Records, Page 478

6. Release and relinquishment of abutter's or access rights to and from State Highway No. 37, upon which premises abuts, together with waiver of damages by reason of construction or maintenance of a freeway, as follows:

Instrument Entitled : Grant Deed  
To : State of California  
Recorded : July 10, 1959 in Book 1293 of Official Records, Page 622

Upon the terms and conditions contained herein.

7. Release and relinquishment of abutter's or access rights to and from State Highway No. 37, upon which premises abuts, as follows:

Instrument : Relinquishment of Highway Right of Way in the County of Marin  
To : State of California  
Recorded : March 2, 1966 in Book 2029 of Official Records, Page 1

8. Redevelopment Plan, as follows:

Entitled : Ordinance No. 1040 - Redevelopment Plan for the Novato  
Redevelopment Project  
Executed By : City of Novato  
Dated : November 30, 1983  
Recorded : December 5, 1983 in Official Records under Recorder's Serial Number  
83-60616

Amended Redevelopment Plan, as follows:

Entitled : Notice of Adoption of First Amendment to the Redevelopment  
Plan for the Novato Redevelopment Project  
By : City of Novato  
Recorded : June 10, 2003 in Official Records under Recorder's Serial  
Number 2003-0068821

Amended Redevelopment Plan, as follows:

Entitled : Notice of Adoption of Second Amendment to the  
Redevelopment Plan for the Novato Redevelopment Project  
By : City of Novato  
Recorded : November 2, 2004 in Official Records under Recorder's Serial  
Number 2004-0093553  
Returned to  
Address : 901 Sherman St, Novato, CA 94945

----- Informational Notes -----

- A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 2.2B.
- B. NOTE: According to the public records, there have been no deeds conveying the property described in this report recorded within a period of 24 months prior to the date hereof except as follows:
- NONE

**AMERICAN LAND TITLE ASSOCIATION LOAN POLICY(10—17-92)**  
**AMERICAN LAND TITLE ASSOCIATION LEASEHOLD LOAN POLICY (10—17-92)**  
**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters.
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
  - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer, or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following General Exceptions:

## EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.



## **Old Republic Title Company**

### **Privacy Policy Notice**

#### **PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Old Republic Title Company

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from [our affiliates or] others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.

- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

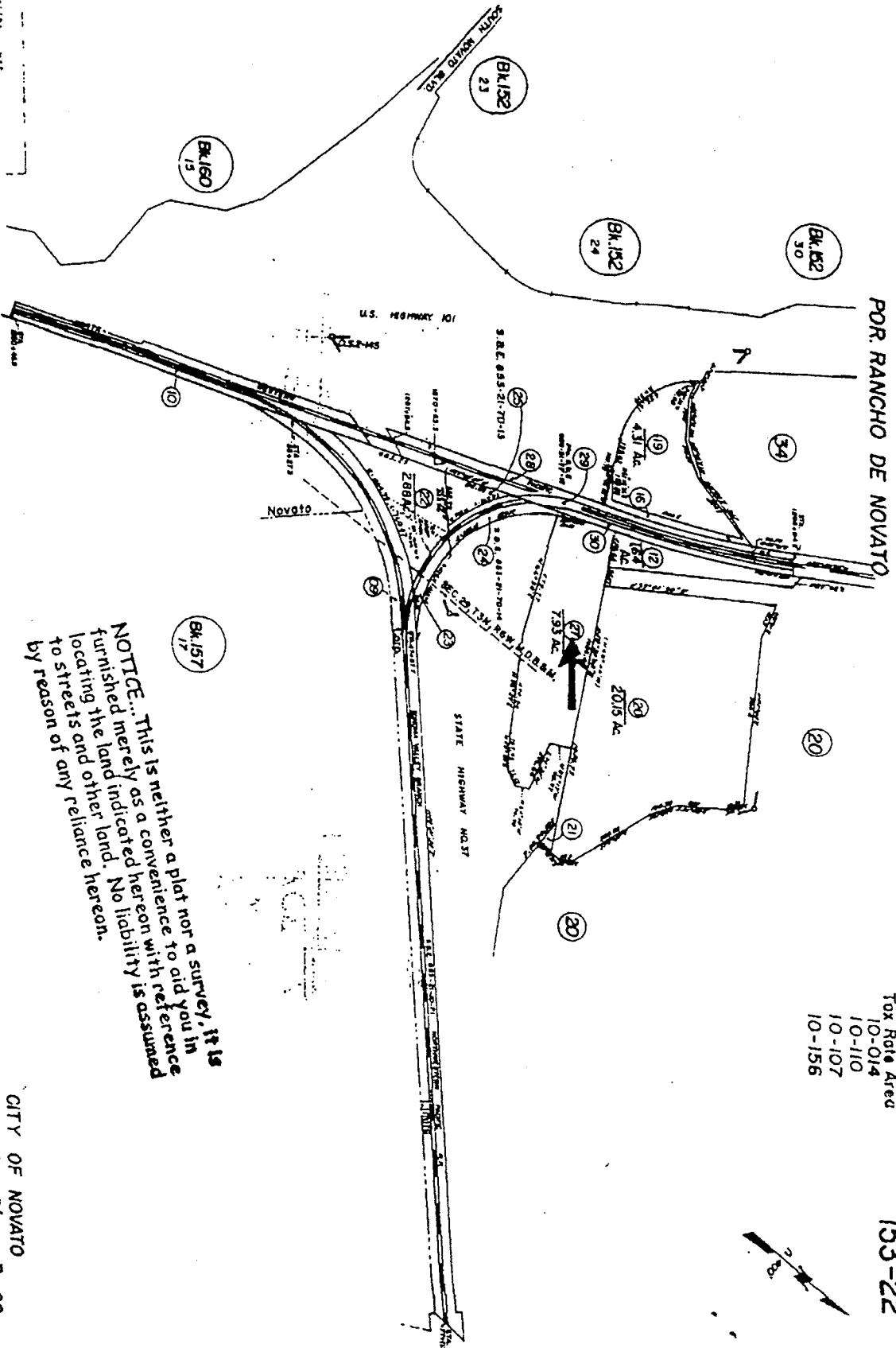
We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

# POR. RANCHO DE NOVATO

Tax Rate Area  
10-014  
10-110  
10-107  
10-156

153-22

Description: Marin, CA Assessor Map 153.22 Page 1 of 1  
Order: 654 Comment:



**NOTICE:** This is neither a plat nor a survey. It is furnished merely as a convenience to aid you in locating the land indicated hereon with reference to streets and other land. No liability is assumed by reason of any reliance hereon.

Mineral Rights Parcels Shown in Hexagons.  
Assessor's Block Numbers Shown in Ellipses.  
Assessor's Parcel Numbers Shown in Circles.

CITY OF NOVATO  
Assessor's Map Bk.153-Pg.22  
County of Marin, Calif.

12/08/91 MS  
5-29-94 DJL  
7-9-91 DP

**BOARD OF SUPERVISORS  
COUNTY OF MARIN**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING CONVEYANCE OF AN  
SANITARY SEWER EASEMENT TO  
NOVATO SANITARY DISTRICT**

---

**WHEREAS**, COUNTY OF MARIN, a political subdivision of the State of California, hereinafter referred to as "County", is the owner of certain real property in the vicinity of Hanna Ranch Road in the City of Novato, County of Marin, more particularly described as Assessor Parcel Number 153-220-27; and

**WHEREAS**, NOVATO SANITARY DISTRICT is preparing to realign and construct a sanitary sewer pipeline as part of their Novato Wastewater Facility Upgrade Project, hereinafter referred to as "project"; and

**WHEREAS**, NSD has determined that it is necessary to location a portion of the pipeline onto County property described above; and

**WHEREAS**, County staff has determined that it is necessary to grant to NSD an easement for sanitary sewer purposes to accommodate the new facilities; and

**WHEREAS**, the conveyance of an easement for sanitary sewer purposes to NOVATO SANITARY DISTRICT, a public district, is recommended as a benefit to the public and in order to serve properties in and around the project.

**NOW, THEREFORE, BE IT RESOLVED** that the President of this Board of Supervisors is hereby authorized to grant and convey said GRANT OF EASAEMENT on behalf of the COUNTY OF MARIN.

**BE IT FUTHER RESOVLED** that this Resolution shall be attached to the Grant of Easement and both shall be filed for record in the Office of the Marin County Recorder.

Resolution No. \_\_\_\_\_

Page 2 of 2

**PASSED AND ADOPTED** by a 4/5<sup>th</sup> vote at a regular meeting of the Board of Supervisors of the County of Marin this \_\_\_\_ day of \_\_\_\_\_, 2007, by the following vote:

AYES:        SUPERVISORS

NOES:        SUPERVISORS

ABSENT:     SUPERVISORS

\_\_\_\_\_  
Steve Kinsey, President  
Board of Supervisors

ATTEST:

\_\_\_\_\_  
Deputy Clerk

Recording Requested by:

Novato Sanitary District

Return to said District at:

500 Davidson Street  
Novato, CA 94947

APN: 153-220-27

Space Above This Line for Recorder's Use

### GRANT OF EASEMENT

FOR A VALUABLE CONSIDERATION,

COUNTY OF MARIN, a political subdivision of the State of California,  
pursuant to Resolution No. 2007-\_\_\_\_, attached hereto and by reference made a part hereof,

Hereby GRANT(S) to

NOVATO SANITARY DISTRICT, a public entity

A sanitary sewer easement situate in the City of Novato, County of Marin, State of California, more particularly described in Exhibits "A" and "A-1" attached and by reference incorporated herein.

TO HAVE AND TO HOLD SAID EASEMENT for the purpose of acquiring, constructing, completing, reconstructing, repairing, maintaining and operating sanitary sewer, and appurtenances together with the right of ingress and egress therein for said District.

Grantor reserves the right to landscape or make such other use of the lands included within that easement which is consistent with Grantee's use, however such use by the Grantor shall not include the planting of trees or construction of permanent structures, including but not limited to houses, garages, outbuilding, swimming pools, tennis courts, retaining walls, decks, patios, or architectural concrete structures within the easement.

In the event that the future use of Grantor's property shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of Grantee's facilities then existing within the easement herein described, then Grantor shall notify Grantee in writing of such necessity. Grantor shall identify an alternate alignment for the relocation of Grantee's facilities within Grantor's property. Grantee agrees to relocate their facilities to the alternate alignment or remove the facilities at their sole expense. Grantee will provide Grantor with plans of its proposed relocation and, upon approval of such plans by Grantor, Grantee will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. Grantee shall make adequate provisions for the protection of the traveling public. Grantor will provide executed document(s) granting to Grantee good and sufficient easement rights to replace Grantee's easement described herein or any part thereof at no additional cost or compensation.

This instrument shall bind and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and signature this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

(Attach Notarial Certificate)

\_\_\_\_\_  
Steve Kinsey, President  
Marin County Board of Supervisors

Attest:

\_\_\_\_\_  
Deputy Clerk

**EXHIBIT A**  
**Sewer Easement**

All that certain real property situate in the City of Novato, County of Marin, State of California, a portion of the lands of Marin County as described in a deed recorded on March 2, 1966 in Book 2029, at Page 1 of the Official Records of Marin County, being a sewer easement is described as lying 15.00 feet on the north and east and 10.00 feet on the west and south measured at right angles from the following line, more particularly described as follows;

**COMMENCING** at the northwest corner of Parcel 1 as described in said deed; thence easterly along the northerly line of said parcel North 60° 46' 46" East, 58.52 feet, to the **TRUE POINT OF BEGINNING**; thence leaving said northerly line, South 17° 51' 01" East 4.60 feet;

Thence South 74°06'01" East, 60.93 feet;

Thence North 60° 53' 59" East, 828.30 feet;

Thence South 85°21'01" East, 110.67 feet;

Thence South 40° 21' 01" East, 177.73 feet to a point on the southerly line of said parcel and the **POINT OF TERMINUS** of the herein described strip.

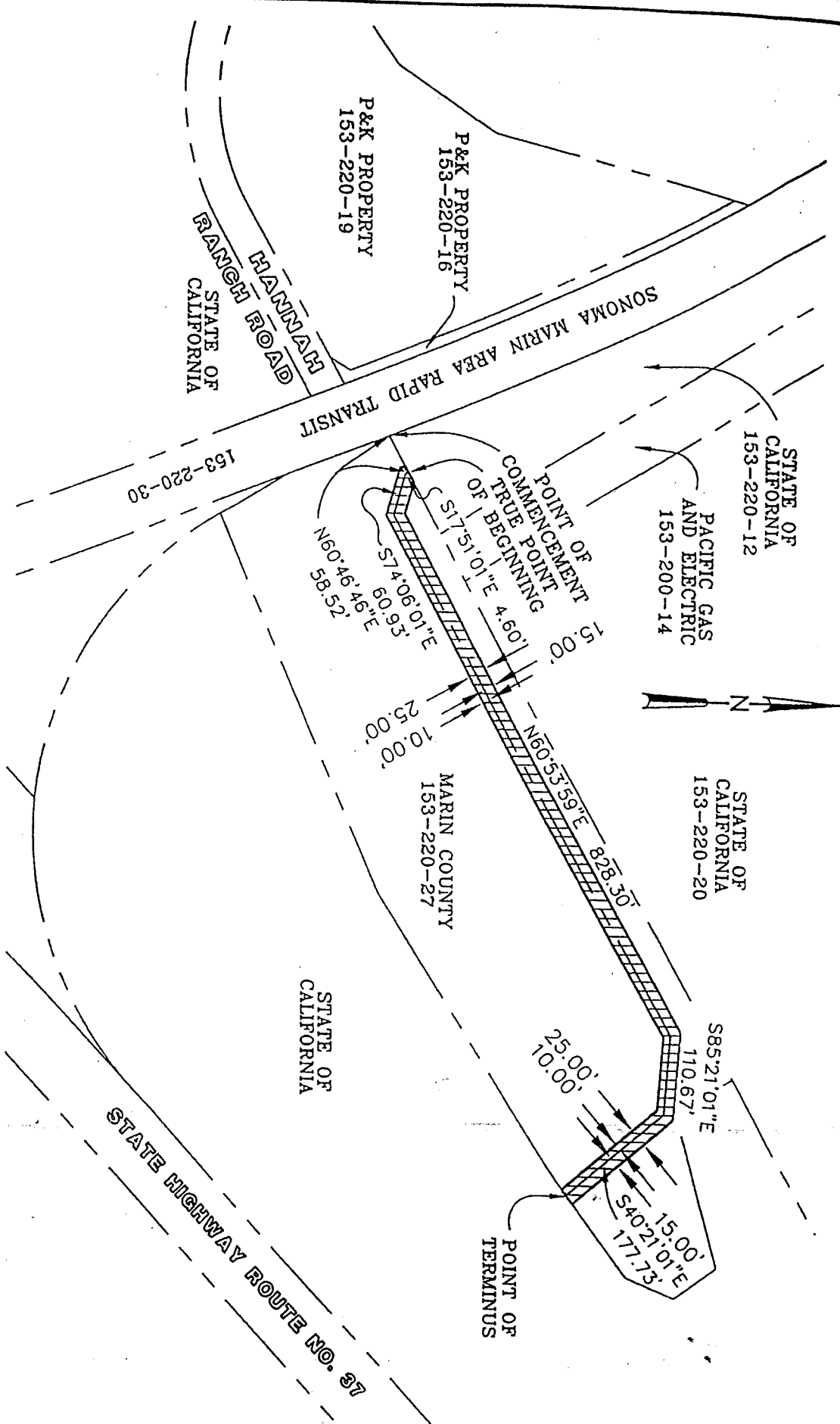
The sidelines of the herein described strip are to be lengthened or shortened so as to terminate on the northerly line of the lands of Marin County on the north and the southerly line of the lands of Marin County on the South.


Containing 29,580 sq ft more or less

The bearings and distances in the above description are on the California Coordinate System Zone 3 NAD83 (2002.0 epoch). Multiply the distances contained herein by 1.0000538872 to obtain ground level distances.

**END OF DESCRIPTION**

Date \_\_\_\_\_  
Jonathan R. Olin LS 7590  
Expires 3/31/06  
End Of Description




**WINKLER & KELLY**  
 CONSULTING ENGINEERS  
 495 TESCO CIR. SANTA ROSA, CA 95401  
 PH (707) 523-1010 • FAX (707) 527-8679  
 WWW.W-K.COM

AREA	29,585 SQ FT +/-	APN	153-220-27	CHKD	DI
SCALE: 1"=200'				DRN	PB

**EXHIBIT A-1**  
 SEWER EASEMENT OVER THE LANDS OF  
 MARIN COUNTY IN FAVOR OF NOVATO  
 SANITARY DISTRICT

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of \_\_\_\_\_

} SS.

On \_\_\_\_\_ before me, \_\_\_\_\_  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

- ☐ 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.

\_\_\_\_\_  
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

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: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here