

Marin Sanitary Service

Master Use Permit

December 2013

Appendix D: Dec. 2009 Preliminary
Title Report



Fidelity National Title Company

PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein, Fidelity National 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 herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions 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 Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

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.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Fidelity National Title Insurance Company, a California corporation.

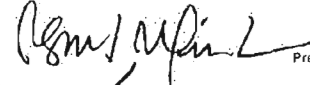
Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be 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.


Countersigned



Fidelity National Title Company

BY  President

ATTEST  Secretary



Fidelity National Title Company

ISSUING OFFICE: 3075 Prospect Park Drive, Suite 130 • Rancho Cordova, CA 95670
916 853-7600 • FAX 916 638-1285

PRELIMINARY REPORT

Title Officer: Karin Bosch

Title No.: 09-**535908**-KB

Locate No.: CAFNT0921-0921-0051-0000535908

TO: Marin Sanitary Service
1050 Andersen Drive
San Rafael, CA 94901

ATTN: Mardell Sarkela

SHORT TERM RATE: Yes

PROPERTY ADDRESS: 1050-1060 Andersen & 535-565 Jacoby Street, San Rafael, California

EFFECTIVE DATE: November 25, 2009, 07:30 A.M.

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

FORMERLY ALTA Loan Policy (10/17/92) with Endorsement-Form 1 Coverage

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Marin Sanitary Service, a California Corporation

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

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

AB\AB 12/08/2009

LEGAL DESCRIPTION

EXHIBIT "A"

All that certain real property situate in the State of California, County of Marin, City of San Rafael, and is described as follows:

PARCEL "A":

BEGINNING at a point on the Northerly line of the Old County Road leading from San Rafael to San Quentin, now known as Jacoby Street, said point being distant South 44° 17' East 206.943 feet from the most Southerly corner of that certain parcel described in Deed from J.E. Davis to Roland N. Fisher and recorded April 4, 1947 in Book 544 of Official Records at Page 374, Marin County Records; running thence along the Northerly right of way line of Jacoby Street South 42° 48' 27" East 88.09 feet; South 56° 08' 23" East 131.50 feet; South 70° 35' East 46.19 feet; thence continuing South 70° 35' East 117.47 feet; thence continuing South 70° 35' East 105.69 feet; thence South 38° 26' 50" West 31.74 feet to a point on the centerline of Jacoby Street, formerly known as the San Rafael San Quentin Toll Road 60' wide right of way; thence along former centerline South 70° 35' East 88.51 feet; South 36° 08' East 187.60 feet; South 49° 32' East 36.10 feet; thence South 15° 02' West 37.97 feet; thence South 74° 58' East 407.23 feet; thence North 15° 52' East 72.13 feet to a point on the former centerline of the San Rafael-San Quentin Toll Road; thence continuing North 15° 52' East 63.05 feet; thence North 74° 58' West 365.12 feet; thence North 38° 26' 50" East 500.96 feet to the Southerly right of way line of Andersen Drive; thence along said right of way line North 49° 05' West 300.31 feet; thence continuing North 49° 05' West 100.00 feet; thence continuing North 49° 05' West 112.76 feet; thence North 49° 05' West 134.20 feet; thence Northwesterly along a curve to the left, tangent to the preceding course an arc distance of 91.58 feet having a radius of 964.00 feet through a central angle of 05° 26' 35"; thence North 58° 32' 35" West 36.27 feet; thence South 38° 18' 17" West 663.47 feet to the point of beginning.

PARCEL "B":

BEGINNING at a point on the Northerly line of Old County Road leading from San Rafael to San Quentin, now known as Jacoby Street, said point being distant South 44° 17' East 206.943 feet from the most Southerly corner of that certain parcel described in Deed from J.E. Davis to Roland N. Fisher and recorded April 4, 1947 in Book 544 of Official Records at Page 374, Marin County Records; running thence along the Northerly right of way of Jacoby Street South 42° 48' 27" East 88.09 feet; South 56° 08' 23" East 131.50 feet; South 70° 35' East 163.66 feet; South 38° 26' 50" West 63.48 feet to a point on the Southerly right of way line of Jacoby Street called the true point of beginning; thence along said right of way line North 70° 35' West 149.50 feet; North 57° 09' West 145.96 feet; North 43° 01' West 530.23 feet; thence South 09° 01' 34" West 219.52 feet to a point on the Easterly right of way line of the former Northwestern Pacific Railroad; thence Southwesterly along a curve to the right, tangent to the preceding course an arc distance of 224.88 feet having a radius of 869.00 feet through a central angle of 14° 49' 36"; thence South 48° 00' East 348.72 feet; thence South 89° 30' East 290.83 feet; thence South 57° 30' East 48.15 feet; thence North 38° 26' 50" East 213.19 feet to the true point of beginning.

PARCEL "C":

BEGINNING at a point on the Northerly line of the Old County Road leading from San Rafael to San Quentin, now known as Jacoby Street, said point being distant South 44° 17' East 206.943 feet from the most Southerly corner of that certain parcel described in Deed from J.E. Davis to Roland N. Fisher and recorded April 4, 1947 in Book 544 of Official Records at Page 374, Marin County Records; running thence along the Northerly right of way line of Jacoby Street South 42° 48' 27" East 88.09 feet; South 56° 08' 23" East 131.50 feet; South 70° 35' East 163.66 feet; South 38° 26' 50" West 63.48 feet to a point on the Southerly right of way line of Jacoby Street called the true point of beginning; thence South 38° 26' 50" West 213.19 feet; thence South 57° 30' East 117.85 feet; South 45° 00' East 146.00 feet; South 12° 30' East 150.00 feet; South 34° 00' East 190.00 feet; South 75° 00' East 105.00 feet; North 48° 30' East 292.00 feet; South 61° 00' East 152.00 feet; North 18° 22' 45" East 198.44 feet; North 74° 58' West 407.23 feet; North 15° 02' East 37.97 feet to a point on the former centerline of the San Rafael San Quentin Toll Road; thence along said former centerline North 49° 32' West 36.10 feet; North 36° 08' West 187.60 feet; North 70° 35' West 88.51 feet; thence leaving said former centerline South 38° 26' 50" West 31.74 feet to a point on the Southerly right of way line of Jacoby Street; thence along said right of way line North 70° 35' West 105.69 feet to the true point of beginning.

PARCEL "D":

BEGINNING at a point on the Southwesterly right of way line of Andersen Drive which is the most Easterly corner of Parcel 1 shown on the Parcel Map, Lands of Quail Hill, Inc. filed for record June 29, 1978 in Volume 15 Parcel Maps at Page 38, Marin County Records, thence South 38° 26' 50" West 500.96 feet; thence South 74° 58' East 365.12 feet; thence South 15° 52' West 63.05 feet to a point on the former centerline of the 60' wide right of way once known as the San Rafael-San Quentin Toll Road which is the true point of beginning; thence along said former centerline South 77° 03' East 3.54 feet; South 48° 36' East 95.60 feet South 12° 13' East 406.10 feet; South 43° 10' East 176.80 feet; South 52° 28' East 245.10 feet; South 66° 49' East 92.20 feet; South 84° 06' East 384.90 feet; North 72° 59' East 116.60 feet; North 69° 54' East 203.50 feet; South 81° 32' East 177.80 feet; thence leaving said former centerline South 31° 00' West 65.00 feet; South 72° 30' West 72.00 feet; North 77° 30' West 80.00 feet; South 72° 30' West 360.00 feet; South 31° 00' West 146.00 feet; South 73° 30' West 196.00 feet; North 79° 00' West 178.00 feet; North 15° 00' West 88.00 feet; North 06° 00' East 52.00 feet; North 46° 30' West 222.00 feet; South 79° 30' West 296.00 feet; North 52° 30' West 124.00 feet; North 20° 30' East 313.00 feet; North 10° 00' West 94.00 feet; North 37° 30' West 110.00 feet; North 18° 22' 45" East 198.44 feet; North 15° 52' East 72.13 feet to the point of beginning.

PARCEL "E":

BEGINNING at a point on the Southwesterly right of way line of Andersen Drive which is the most Easterly corner of Parcel 1 shown on the Parcel Map, Lands of Quail Hill Inc., filed for record June 29, 1978 in Volume 15 of Parcel Maps at Page 38, Marin County Records; thence South 38° 26' 50" West 500.96 feet; thence South 74° 58' East 365.12 feet; thence South 15° 52' West 63.05 feet to a point on the former centerline of the 60' wide right of way once known as the San Rafael-San Quentin Toll Road; thence South 15° 52' West 72.13 feet; South 18° 22' 45" East 198.44 feet to the true point of beginning; thence North 61° 00' West 152.00 feet; South 48° 30' West 292.00 feet; North 75° 00' West 105.00 feet; North 34° 00' West 190.00 feet; North 12° 30' West 150.00 feet; North 45° 00' West 146.00 feet; North 57° 30' West 117.85 feet to the Southerly end of the boundary between Parcels "B" and "C"; thence North 57° 30' West 48.15 feet; North 89° 30' West 290.83 feet; North 48° 00' West 348.72 feet to a point on the curve of the Easterly right of way line of the former Northwestern Pacific Railroad Co.; thence Southwesterly along a curve to the right as a continuation of the curve described in Parcel "B" an arc distance of 250.25 feet; having a radius of 869.00 feet through a central angle of 16° 30'; thence tangent to the curve South 40° 21' 10" West 316.80 feet to a point on the Easterly right of way of Highway 101; thence along said right of way South 15° 02' 37" West 1.66 feet; thence South 28° 51' 40" East 67.25 feet; South 15° 02' 37" West 62.91 feet; South 41° 51' 25" West 31.97 feet; North 79° 47' 15" West 58.70 feet; South 41° 51' 25" West 94.84 feet; South 77° 17' 03" West 60.56 feet; South 40° 21' 10" West 30.76 feet to a point on the crest of Southern Heights Ridge and the City Limits of San Rafael; thence along said City Limits Line South 55° 42' 42" East 228.34 feet; South 89° 20' 01" East 660.28 feet; North 88° 04' 28" East 150.06 feet; South 21° 17' 14" East 577.12 feet; South 63° 50' 42" East 412.69 feet; South 44° 42' 50" East 129.64 feet; South 45° 27' 42" East 396.10 feet; South 50° 57' 42" East 607.53 feet; thence leaving said City Limits Line North 41° 27' 18" East 1576.76 feet to a point on the former centerline of the 60' right of way once known as the San Rafael-San Quentin Toll Road; thence along said centerline North 57° 15' West 20.47 feet; thence North 81° 32' West 27.00 feet; thence leaving said former centerline South 31° 00' West 65.00 feet; South 72° 30' West 72.00 feet; North 77° 30' West 80.00 feet; South 72° 30' West 360.00 feet; South 31° 00' West 146.00 feet; South 73° 30' West 196.00 feet; North 79° 00' West 178.00 feet; North 15° 00' West 88.00 feet; North 06° 00' East 52.00 feet; North 46° 30' West 222.00 feet; South 79° 30' West 296.00 feet; North 52° 30' West 124.00 feet; North 20° 30' East 313.00 feet; North 10° 00' West 94.00 feet; North 37° 30' West 110.00 feet to the true point of beginning.

EXCEPTING from Parcel E above described that certain property described in the Deed from Marin Sanitary Service, a California Corporation, to Marin Municipal Water District, a public corporation, recorded November 16, 1995 under Recorder's Serial No. 95-055234, Marin County Records.

APN: 018-180-72, 73, 74, 75 and 76

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. **Property taxes**, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2009-2010, Assessor's Parcel Number 018-180-72.

Code Area Number: 008-018
1st Installment: \$211,859.18 Open
2nd Installment: \$211,859.18 Open
Land: \$2,410,351.00
Improvements: \$14,814,013.00
Exemption: \$0.00
Personal Property: \$5,104.637
Bill No.: 09-37205

2. **Property taxes**, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2009-2010, Assessor's Parcel Number 018-180-73.

Code Area Number: 008-018
1st Installment: \$1,273.14 Open
2nd Installment: \$1,273.14 Open
Land: \$200,297.00
Improvements: \$0.00
Exemption: \$0.00
Personal Property: \$0.00
Bill No.: 09-37206

3. **Property taxes**, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2009-2010, Assessor's Parcel Number 018-180-74.

Code Area Number: 008-018
1st Installment: \$1,475.46 Open
2nd Installment: \$1,475.46 Open
Land: \$237,495.00
Improvements: \$0.00
Exemption: \$0.00
Personal Property: \$0.00
Bill No.: 09-37207

4. **Property taxes**, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2009-2010, Assessor's Parcel Number 018-180-75.

Code Area Number: 008-018
1st Installment: \$2,657.52 Open
2nd Installment: \$2,657.52 Open
Land: \$331,820.00
Improvements: \$67,480.00
Exemption: \$0.00
Personal Property: \$0.00
Bill No.: 09-37208

- 5. Property taxes**, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2009-2010, Assessor's Parcel Number 018-180-76.

Code Area Number: 008-018
 1st Installment: \$11,590.53 Open
 2nd Installment: \$11,590.53 Open
 Land: \$2,097,397.00
 Improvements: \$0.00
 Exemption: \$0.00
 Personal Property: \$0.00
 Bill No.: 09-37209

- 6. The lien of supplemental taxes**, if any, assessed pursuant to the provisions of Chapter 3.5 (Commencing with Section 75) of the Revenue and Taxation code of the State of California.

- 7. Any public or private rights** or easements in that portion of said land which lies within Jacoby Street, now vacated.

- 8. Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Marin County Water Company
 Purpose: Water pipeline
 Recorded: September 10, 1874, Book M, Page 77, of Deeds

- 9. Matters** contained in that certain document entitled "Easement Agreement " dated October 20, 1909, executed by and between James L. Flood and George P. McNear recorded November 8, 1909, Book L, Page 152, of Miscellaneous Records, which document, among other things, contains or provides for: Sewer pipeline .

Reference is hereby made to said document for full particulars.

- 10. Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: County of Marin
 Purpose: Roadway
 Recorded: January 16, 1891, Book 16, Page 25, of Deeds

A Resolution of the City Council of the City of San Rafael Ordering Vacation of Portion of Jacoby Street, San Rafael, CALifornia, Resolution No. 6780, recorded April 5, 1984, Instrument No. 84-016229, Official Records.

Effect of the Grant Deed from The City of San Rafael, a municipal corporation, to San Rafael Redevelopment Agency, a public agency, dated May 16, 1984, recorded June 11, 1984, Instrument No. 84-27053, Official Records.

11. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: California Central Gas and Electric Company
Purpose: Utilities and maintenance
Recorded: April 23, 1903, Book 82, Page 153, of Deeds

12. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Pacific Telephone and Telegraph Company
Purpose: Utilities and maintenance
Recorded: May 7, 1912, Book 144 , Page 105, of Deeds

The exact location and extent of said easement is not disclosed of record.

13. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Pacific Telephone and Telegraph Company
Purpose: Utilities and maintenance
Recorded: May 7, 1912, Book 144, Page 107, of Deeds

The exact location and extent of said easement is not disclosed of record.

14. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Pacific Gas and Electric Company
Purpose: Utilities and maintenance
Recorded: January 11, 1913, Book 148, Page 326, of Deeds

The exact location and extent of said easement is not disclosed of record.

15. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Pacific Gas and Electric Company
Purpose: Utilities and maintenance
Recorded: November 17, 1915, Book 173, Page 359, of Deeds

16. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Marin Municipal Water District
Purpose: Water pipeline
Recorded: April 22, 1920, Book 213, Page 340, of Deeds

17. **An easement** for public utilities, drainage and incidental purposes in favor of The State of California recorded October 1, 1958 in Book 1222 at Page 179, Marin County Records.

18. **The fact** that the ownership of said land does not include rights of access to or from the street, highway, or freeway abutting said land, such rights having been relinquished by the document,

Recorded: October 1, 1958, Book 1222, Page 179, of Official Records

19. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Pacific Telephone and Telegraph Company
Purpose: Utilities and maintenance
Recorded: September 30, 1959, Book 1314, Page 31, of Official Records

20. **Record of Survey** filed for record on September 17, 1969 in Book 8 of Surveys at Page 76, Marin County Records.

21. **Record of Survey** filed for record on November 27, 1972 in Book 11 of Surveys at Page 51, Marin County Records.

22. **Matters** contained in that certain document entitled "Final Order of Condemnation" dated December 11, 1973, executed by and between City of San Rafael V.S. Francisco Co. recorded February 13, 1974, Book 2764, Page 221, of Official Records.

Reference is hereby made to said document for full particulars.

"Amended Final Order of Condemnation", executed by and between the parties shown above, recorded April 24, 1975 in Book 2888, Page 121, Official Records.

23. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Pacific Gas and Electric Company
Purpose: Utilities and maintenance
Recorded: June 23, 1975, Book 2910, Page 588, of Official Records

24. **Matters** contained in that certain document entitled "Joint Use Agreement" dated February 3, 1977, executed by and between Pacific Gas and Electric Company and the City of San Rafael recorded February 3, 1977, Book 3149, Page 692, of Official Records.

Reference is hereby made to said document for full particulars.

25. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: Quail Hill Inc.
Purpose: Roadway, street, alley, sewer, utilities and access
Recorded: August 19, 1977, Book 3251, Page 618, of Official Records

26. **A 10 foot drainage easement** over the Northwesterly portion of Parcel E, as shown on Parcel Map recorded February 21, 1978 in Book 14 of Parcel Maps at Page 93, Marin County Records .

27. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: Quail Hill Inc.
Purpose: Roadway, street, alley, sewer, utilities and access
Recorded: February 22, 1978, Book 3334, Page 368, of Official Records

28. **Covenants, conditions and restrictions** as set forth in Deed from Quail Hill Inc. recorded February 22, 1978 in Book 3334 at Page 368, Marin County Records.

Reference is hereby made to said instrument for full particulars.

29. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: Quail Hill Inc.
Purpose: Roadway, street, alley, sewer, utilities and access
Recorded: June 30, 1978, Book 3397, Page 50, of Official Records

30. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: Bank of Marin
Purpose: Roadway, street, alley, sewer, utilities and access
Recorded: June 30, 1978, Book 3397, Page 51, of Official Records

31. **Matters** contained in that certain document entitled "Agreement " dated August 15, 1978, executed by and between Quail Hill Inc. and Marin Sanitary Service recorded August 15, 1978, Book 3418, Page 90, of Official Records.

Reference is hereby made to said document for full particulars.

32. **Record of Survey** filed for record on March 17, 1982 in Book 17 of Surveys at Page 66, Marin County Records.

33. **Matters** contained in that certain document entitled "Memorandum of Agreement " dated January 3, 1983, executed by and between Bay Area Housing Corporation No. 2 and Mokhtarzadeh, et al recorded January 3, 1983, Instrument No. 83-44, of Official Records.

Reference is hereby made to said document for full particulars.

34. **Matters** contained in that certain document entitled "Disposition Agreement " dated September 14, 1984, executed by and between San Rafael Redevelopment Agency and Marin Sanitary Service Inc. recorded September 14, 1984, Instrument No. 84-44085, of Official Records.

Reference is hereby made to said document for full particulars.

35. **Covenants, conditions and restrictions** as set forth in Deed from San Rafael Development Agency to Marin Sanitary Service Inc., recorded September 14, 1984, Instrument No. 84-44086 Marin County Records.

Reference is hereby made to said instrument for full particulars.

36. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Pacific Gas and Electric Company
Purpose: Utilities and maintenance
Recorded: January 24, 1986, Instrument No. 86-4507, of Official Records

37. **Covenant for roadway** improvement as set forth in document executed by Marin Sanitary Service, a California Corporation, recorded April 15, 1986, Instrument No. 86-19193, Marin County Records.

38. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Marin Municipal Water District
Purpose: Right of way for ingress, egress and pipelines
Recorded: November 16, 1995, Instrument No. 95-55233, of Official Records

39. **Effect of the lot line** adjustment entitled "Lot Line Realignment Lands of Marin Sanitary Service, City of San Rafael, County of Marin California", recorded October 7, 1997, instrument No. 97-056783, Marin County Records.

- 40. Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Pacific Gas and Electric Company
Purpose: Utilities and maintenance
Recorded: February 9, 1998, Instrument No. 98-7477, of Official Records

- 41. A deed of trust** to secure an indebtedness in the amount shown below, and any other obligations secured thereby

Amount: None shown
Dated: April 20, 1999
Trustor: Marin Sanitary Service, a California Corporation
Trustee: McDonald Auxiliary Corporation, a California Corporation
Beneficiary: The Mechanics Bank, a California state banking association
Loan No.: None shown
Recorded: April 22, 1999, Instrument No. 99-31334, of Official Records

- 42. An unrecorded lease** with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Subordination, Non-Disturbance and Attornment Agreement
Lessor: Marin Sanitary Service, a California Corporation
Lessee: Marin Recycling and Resource Recovery Association
Recorded: April 22, 1999, Instrument No. 99-31335, of Official Records

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

- 43. Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Pacific Gas and Electric Company
Purpose: Utilities and maintenance
Recorded: November 15, 2002, Instrument No. 2002-103544, of Official Records

Relocation Agreement recorded August 26, 2003 under 2003-104807, Marin County Records.

- 44. A deed of trust** to secure an indebtedness in the amount shown below, and any other obligations secured thereby

Amount: \$14,050,000.00
 Dated: May 1, 2006
 Trustor: Marin Sanitary Service, a California Corporation
 Trustee: Fidelity National Title Company, a corporation
 Beneficiary: Comerica Bank, a Michigan banking corporation
 Address: 75 E. Trimble Road
 San Jose, CA 95131
 Loan No.: None shown
 Recorded: September 13, 2006, Instrument No. 2006-57486, of Official Records

- 45. Any rights of the parties in possession** of a portion of, or all of, said land, which rights are not disclosed by the public record.

This Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage. The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

- 46. This Company will require** the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance by the corporation named below.

Corporation: Marin Sanitary Service, a California Corporation ,

(a) A copy of the corporation By-Laws and Articles of Incorporation.

(b) An original or certified copy of the Resolution authorizing the transaction contemplated herein.

(c) If the Articles and/or By-Laws require approval by a "parent" organization, a copy of the Articles and By-Laws of the parent.

The right is reserved to add requirements or additional items after completion of such review.

- 47. The transaction contemplated** in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

Please call the Title Department five (5) days prior to the contemplated closing to determine if additional documents or information is required.

- 48. The application** for title insurance was placed by reference to only a street address or tax identification number.

Based on our records, we believe that the description in this report covers the parcel requested, however, if the legal description is incorrect a new report must be prepared.

If the legal description is incorrect, in order to prevent delays, the seller/buyer/borrower must provide the Company and/or the settlement agent with the correct legal description intended to be the subject of this transaction.

- 49.** Please send all original documents for recording to the following office:

Fidelity National Title Company
104 Tiburon Blvd., Ste. 150
Mill Valley, CA 94941
Attn: Robyn Rodgers
Telephone: (415) 380-8878
Facsimile: (415) 380-8985

Please direct all other title communication and copies of documents, including recording release instructions, policy write up instructions, lenders instructions and settlement statements, to the Title Only Department at the following address:

FNTG Sacramento Title Group
3075 Prospect Park Drive, Suite 130
Rancho Cordova, California 95670
Attn: Karin Bosch - Title Only Department
Telephone: (916) 853-7665
Facsimile: (916) 638-1365

END OF ITEMS

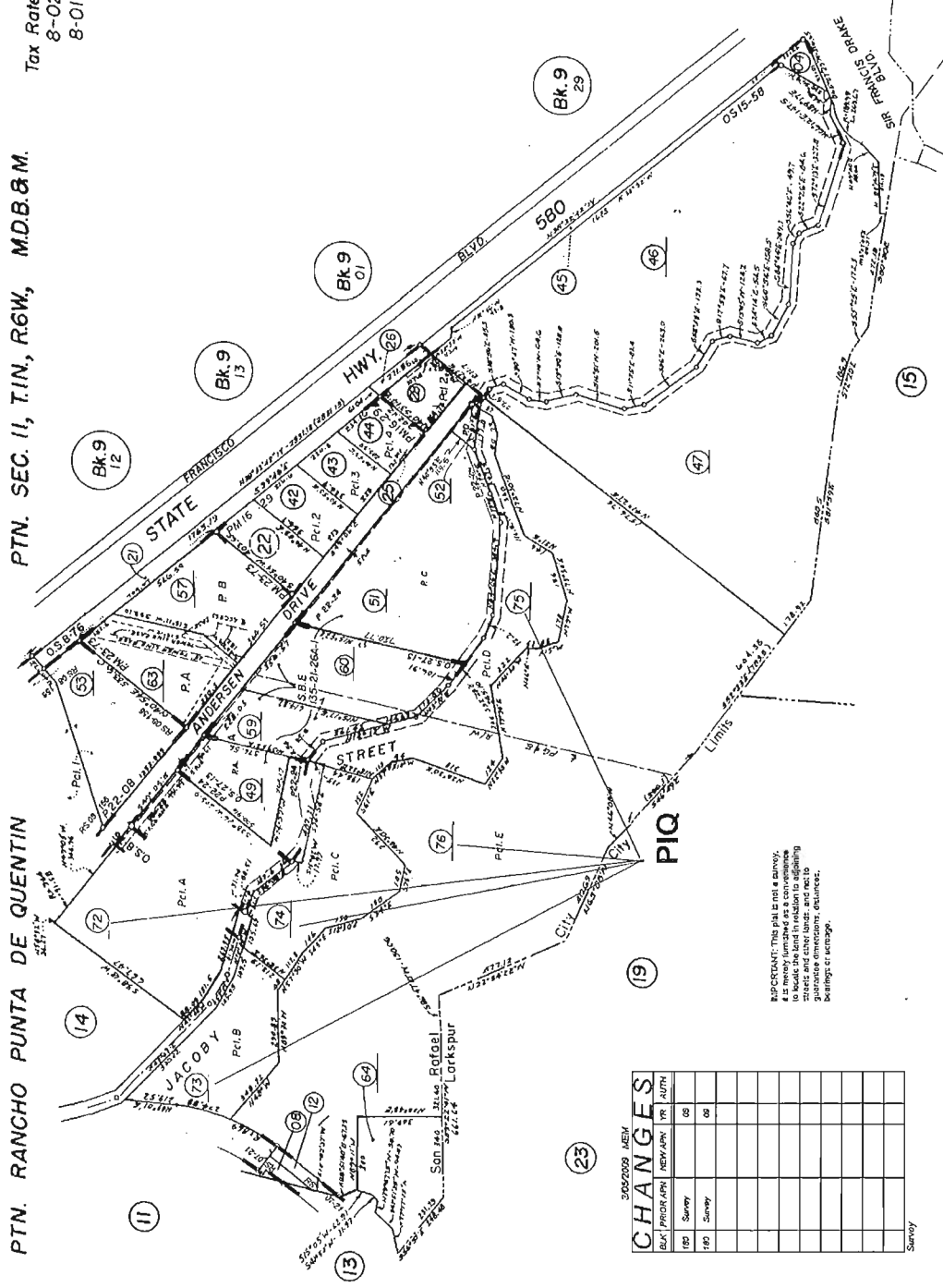
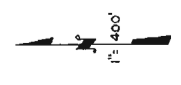
- Note 1.** There are NO deeds affecting said land, recorded within twenty-four (24) months of the date of this report.
- Note 2.** None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an Extended Coverage Loan Policy, when issued.
- Note 3.** The Company is not aware of any matters which would cause it to decline to attach the CLTA Endorsement Form 116 indicating that there is located on said land commercial improvements known as 1050-1060 Andersen Drive & 535-565 Jacoby Street, San Rafael, California to an Extended Coverage Loan Policy.

- Note 4.** If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 5.** Please contact Escrow Office for Wire Instructions.
- Note 6.** Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

END OF NOTES

PTN. SEC. 11, T.1N, R.6W, M.D.B.&M.
Tax Rate Area
8-023
8-018 18-18

PTN. RANCHO PUNTA DE QUENTIN
PTN. SEC. 11, T.1N, R.6W, M.D.B.&M.



DISCLAIMER: This plat is not a warranty of title and is merely furnished as a convenience to locate the land in relation to adjoining parcels and to generate correct parcels boundaries or acreage.

CHANGES			
BLK	PRIOR AREA	NEW AREA	PR. AUTH.
180	Survey	00	
190	Survey	00	

Survey

NOTE - Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.
Assessor's Map Bk. 18 - Pg. 18
County of Marin, Calif.

ATTACHMENT ONE
AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - land use
 - improvements on the land
 - land division
 - environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at policy date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
 - a notice of exercising the right appears in the public records on the Policy Date
 - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowledge of the taking

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and the expenses resulting from:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.

3. Title Risks:

- that are created, allowed, or agreed to by you
- that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
- that result in no loss to you
- that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- to any land outside the area specifically described and referred to in Item 3 of Schedule A
- or
- in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.

4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.

**ATTACHMENT ONE
(CONTINUED)**

**CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
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 (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) whether or not recorded in the public records at Date of Policy, but 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; or
- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
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 the 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 claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**SCHEDULE B, PART I
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:

PART I

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 which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, 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.

**ATTACHMENT ONE
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH A.L.T.A. ENDORSEMENT-FORM 1 COVERAGE
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 judgement or lien creditor.

The above policy form 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 Exceptions from Coverage:

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 which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, 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.

**ATTACHMENT ONE
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06)
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 that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
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 (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
- (e) resulting in loss or damage that 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 an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that 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 claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form 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 Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

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

1. (a) Taxes or assessments that 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;
(b) proceedings by a public agency that 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 that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and 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.

**ATTACHMENT ONE
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION OWNER'S 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, or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest 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 estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the transaction creating the estate or interest insured by this policy 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 judgement or lien creditor.

The above policy form 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 Exceptions from Coverage:

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 which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, 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.

**ATTACHMENT ONE
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)
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 that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
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 (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is (a) a fraudulent conveyance or fraudulent transfer; or (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form 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 Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

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

1. (a) Taxes or assessments that 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; (b) proceedings by a public agency that 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 that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and 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.

**ATTACHMENT ONE
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
 - a. building
 - b. zoning
 - c. Land use
 - d. improvements on Land
 - e. Land division
 - f. environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 14, 15, 16 and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 14:	1.00% of Policy Amount or \$ <u>2,500.00</u> (whichever is less)	\$ <u>10,000.00</u>
Covered Risk 15:	1.00% of Policy Amount or \$ <u>5,000.00</u> (whichever is less)	\$ <u>25,000.00</u>
Covered Risk 16:	1.00% of Policy Amount or \$ <u>5,000.00</u> (whichever is less)	\$ <u>25,000.00</u>
Covered Risk 18:	1.00% of Policy Amount or \$ <u>2,500.00</u> (whichever is less)	\$ <u>5,000.00</u>

**ATTACHMENT ONE
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (01-01-08)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (01-01-08)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- | | |
|--|---|
| <p>1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:</p> <ul style="list-style-type: none"> a. building; b. zoning; c. land use; d. improvements on the Land; e. land division; and f. environmental protection. <p>This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.</p> <p>2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.</p> <p>3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.</p> | <p>4. Risks:</p> <ul style="list-style-type: none"> a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records; b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date; c. that result in no loss to You; or d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28. <p>5. Failure to pay value for Your Title.</p> <p>6. Lack of a right:</p> <ul style="list-style-type: none"> a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and b. in streets, alleys, or waterways that touch the Land. <p>This Exclusion does not limit the coverage described in Covered Risk 11 or 21.</p> |
|--|---|

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	<u>1.00%</u> of Policy Amount Shown in Schedule A or <u>\$ 2,500.00</u> (whichever is less)	\$ <u>10,000.00</u>
Covered Risk 18:	<u>1.00%</u> of Policy Amount Shown in Schedule A or <u>\$ 5,000.00</u> (whichever is less)	\$ <u>25,000.00</u>
Covered Risk 19:	<u>1.00%</u> of Policy Amount Shown in Schedule A or <u>\$ 5,000.00</u> (whichever is less)	\$ <u>25,000.00</u>
Covered Risk 21:	<u>1.00%</u> of Policy Amount Shown in Schedule A or <u>\$ 2,500.00</u> (whichever is less)	\$ <u>5,000.00</u>

**ATTACHMENT ONE
(CONTINUED)**

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)
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 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 improvements now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas 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. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this 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. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this 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 damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); 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, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:
 - (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

**ATTACHMENT ONE
(CONTINUED)**

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (01/01/08)
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, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
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 (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
- (c) resulting in loss or damage that 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 an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that 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. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

Notice

You may be entitled to receive a \$20.00 discount on escrow services if you purchased, sold or refinanced residential property in California between May 19, 1995 and November 1, 2002. If you had more than one qualifying transaction, you may be entitled to multiple discounts.

If your previous transaction involved the same property that is the subject of your current transaction, you do not have to do anything; the Company will provide the discount, provided you are paying for escrow or title services in this transaction.

If your previous transaction involved property different from the property that is subject of your current transaction, you must - prior to the close of the current transaction - inform the Company of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount.

Unless you inform the Company of the prior transaction on property that is not the subject of this transaction, the Company has no obligation to conduct an investigation to determine if you qualify for a discount. If you provide the Company information concerning a prior transaction, the Company is required to determine if you qualify for a discount which is subject to other terms and conditions.

Fidelity National Financial, Inc.
Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

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

Access To Personal Information/ Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

FNF Underwritten Title Companies

FNTC – Fidelity National Title Company

FNTCCA – Fidelity National Title Company of California

FNF Underwriters

FNTIC – Fidelity National Title Insurance Co.

Available Discounts

CREDIT FOR PRELIMINARY REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (FNTIC)

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within 12 months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge within the following time period from the date of the report.

FEE REDUCTION SETTLEMENT PROGRAM (FNTC, FNTCCA and FNTIC)

Eligible customers shall receive a \$20.00 reduction in their title and/or escrow fees charged by the Company for each eligible transaction in accordance with the terms of the Final Judgments entered in The People of the State of California.

DISASTER LOANS (FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be 50% to 70% of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be 40% to 50% of the appropriate title insurance rate, depending on the type of coverage selected.

SHORT TERM RATE (FNTIC)

If there is an insured owner and an order for title insurance is placed within sixty (60) months following the effective date of any prior policy of any title insurer, the charge will be 80% of the appropriate title insurance rate.

EMPLOYEE RATE (FNTC, FNTCCA and FNTIC)

No charge shall be made to employees (including employees on approved retirement) of the Company or its underwritten, subsidiary or affiliated title companies for policies or escrow services in connection with financing, refinancing, sale or purchase of the employees' bona fide home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.

shall find it necessary to sell in order to accomplish the objects of these trusts in the manner following namely; said parties of the second part or the survivor of them, their successors or assigns, shall first give notice of the time and place of such sale in the manner and for the time required by law. They may, from time to time postpone such sale either by public oral announcement thereof at the time and place of sale as aforesaid or postponed or by publishing a notice of postponement in the same newspaper or newspapers in which the notice of sale was published. On the day of sale so noticed or to which such sale may have been postponed, they may sell the property so noticed for sale, or any part thereof, at public auction, at the time and place so designated to the highest cash bidder. They may sell said premises, above described as a whole or, in their discretion, in such parcels or subdivisions as they in their judgment may deem reasonable and in conducting the sale, they, or either of them, may act, and either in person or through the agency of an auctioneer. The said party of the third part, or the holder or holders of said promissory note or notes, his agent or assigns, may bid and purchase at such sale. The parties of the second part, or the survivor of them, their successors or assigns, shall establish as one of the conditions of such sale, that all bids and payments for said property shall be made in lawful money as aforesaid, and upon such sale shall make execute, and, after due payment made, shall deliver to the purchaser or purchasers, his or their heirs or assigns, a deed or deeds of the premises so sold, and shall apply the proceeds of the sale thereof in payment, firstly, of the expenses of such sale, together with the reasonable expenses of this trust, including therein counsel fees, in lawful money in an amount equal to ten (10) per cent of the amount secured hereby and remaining unpaid, which shall become due upon any default made by the said party of the first part in any of the payments aforesaid and also such sums, if any, as said parties of the second part or said party of the third part shall have paid for procuring an abstract of, or for search of, the title to said premises or any part thereof subsequent to the execution of this Deed of Trust, and in payment Secondly, of said promissory note or notes and of the amount of the principal and interest thereon then remaining unpaid, and the amount of all other moneys with the interest thereon herein agreed or provided to be paid by the said party of the first part, and Thirdly, the balance or surplus of such proceeds of sale they shall pay to the said party of the first part or his assigns. In the event of a sale of said premises, or any part thereof and the execution of a deed or deeds therefor, under these trusts, the recitals therein of default or breach of the obligation or any obligation for which this instrument is a security of the election of the party of the third part or his assigns, to cause said property to be sold to satisfy such obligation, of the due recordation of notice in compliance with section 2924 of the Civil Code of California of the demand by the party of the third part or his assigns, that such sale be made of the posting and publication by the parties of the second part, the survivor of them, their successors or assigns, of notice of the time and place of sale for the time and in the manner required by law, and of postponement of sale terms of sale, sale, purchasers, payment of purchase money, and of any other fact affecting the regularity or validity of such sale, shall be conclusive proof of all the facts in said deed or deeds recited against said party of the first part, his heirs and assigns and all other persons and such deed or deeds shall be effectual and conclusive against said party of the first part, his heirs and assigns, and all other persons, as to such default or breach and election and notice thereof, demand and proper posting and publication of notice of sale, and sale, and all other matters recited therein, and the receipt for the purchase money recited or contained in any deed executed to the purchaser as aforesaid, shall be a sufficient discharge to such purchaser from all obligation to see to the proper application of the purchase money according to the trusts aforesaid. And it is expressly agreed that the party of the third part may from time to time, appoint

1925
MARIN COUNTY.

To
LORAN et al.

This INLET was made this 20th day of April, 1925, by and between Marin County, a County of the State of California, the party of the first part, and L. Loran, of Oakland, Alameda County, California, the party of the second part, witnesseth, whereas, the Board of Supervisors of the County of Marin, at a meeting of said board duly and regularly held on the 20th day of April 1925, passed its certain order and resolution as follows, to wit: whereas, it appears that the right of way and road hereinafter described is unnecessary for present or prospective use and should be vacated discontinued and abandoned, and the public easement heretofore existing thereon should cease; Now, therefore, be it resolved and ordered by this Board of Supervisors that that certain public road situate, lying and being in Marin County, California, and described as follows:-

A strip of land 60 feet in width lying 30 feet on each side of the following described center line;

Beginning at a point in the center of the present County road leading from San Quentin to San Rafael, said point being further described as being on the dividing line of lands of the State Prison of California and William F. Coleman and being N 80°20' W. 128.4 feet from Oak Tree (Point #5) as described in Excerpt #1 of records on page 59 of Marin County records, thence N 11°56' E 10 feet, thence N 21°32' W. 122.3 feet, N 44°46' W 166.70 feet, N 67°21' W. 183.10 feet, N 22°26' W 21.20 feet, S 72°15' E. 327.80 feet, N 80°12' E. 147.50 feet, N 80°17' E. 66.90 feet, S 61°10' E. 148.10 feet, N 82°56' E. 166.70 feet, S 64°00' E. 65.6 feet S 43°20' E. 169.30 feet, S 75°20' E. to the south side of the present County road leading from San Rafael to San Quentin (known as the San Quentin Toll Road), be and the same is hereby vacated, discontinued and abandoned as a highway, road or street, and the public easement heretofore existing therein shall forthwith and henceforth cease and determine and the title to the land heretofore subject to the easement thereof shall revert to the owner thereof, freed from such easement. It is further ordered and resolved that the clerk of this Board be and he is hereby authorized and directed to record in the office of the County Recorder of Marin County a certified copy of this order attested by said clerk under the seal of this board. It is further ordered and resolved that the Chairman and the Board of the Board of Supervisors be and they are hereby authorized and empowered, in the name of Marin County and as its rat and deed and under its seal to grant, quitclaim and reconvey to L. Loran, the owner of said property above described, the said real property and easement hereon hereinafter described." Now, therefore, pursuant to said order and resolution the party of the first part does hereby grant, quitclaim and reconvey to the party of the second part, that certain easement and right of way for a public highway over and cross a strip of land sixty (60) feet in width lying 30 feet on each side of the following described center line.

Beginning at a point in the center of the present County road leading from San Quentin to San Rafael, said point being further described as being on the dividing line of lands of the State Prison of California, and William F. Coleman and being N 80°20' W. 128.4 feet from Oak Tree (Point #5) as described in Excerpt #1 of records on page 59 of Marin County records, thence N 11°56' E 10 feet thence N 21°32' W. 122.3 feet, N 44°46' W. 166.70 feet, N 67°21' W. 183.10 feet, N 22°26' W. 21.20 feet S 72°15' E. 327.80 feet, N 80°12' E. 147.50 feet N 80°17' E. 66.90 feet S 61°10' E. 148.10 feet S 64°00' E. 65.6 feet S 43°20' E. 169.30 feet S 75°20' E. to the south side of the present County road leading from San Rafael to San Quentin (known as the San Quentin Toll Road). In witness

whereof, the said party of the first part acting by and through its Board of Supervisors by its officers therunto duly authorized has heretofore caused the name of the County to be subscribed and the seal of the county to be affixed the day and year first above written.

(seal)

Larin County.

ELA

By J. J. Gardner, Chairman

By Rob E. Graham, Clerk, of the Board of Supervisors of Larin County, State of California.

filed for record

and recorded at the request of Rob E. Graham, May 12, 1905 at 46 minutes past 4 o'clock.

COMPARED

[Handwritten initials]

J. J. Fallon, Recorder.

By *[Handwritten signature]* Deputy

OFFICIAL RECORDS COUNTY OF MARIN

30000
When Recorded Mail to
John F. O'Dea, Esq.
Suite 1258 Russ Building
San Francisco, Ca. 94104

30090

RECORDED AT REQUEST OF
MARIN TITLE GUARANTY CO.
AT 50 MIN. PAST 12 P. M.

OCT 15 1979

Official Records of Marin County, Calif.

BOOK 2333 PAGE 170
GRANT DEED

N. J. Giacomini
PAGE 232 RECORDED 88460

ARMANDO J. FLOCCINI and LENA F. FLOCCINI, his wife, as to an undivided one-fourth interest, JOSEPH C. BONZANI and VICTORIA BONZANI, his wife, as to an undivided one-fourth interest, and AUTOMOTIVE CITY, INC., as to an undivided one-half interest

do hereby GRANT unto QUAIL HILL, INC., a California corporation,

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

BEGINNING at a point on the Southwesterly line of the parcel of land described in the deed from Joseph Joaquin to the State of California, recorded August 17, 1956, in Volume 1052 of Official Records at page 7, Marin County Records; distant thereon South 38° 32' 42" East, 2035.00 feet from the Southeasterly line of the parcel of land described in the Deed from Julius Selinger, et ux, to the State of California, recorded December 31, 1956, in Volume 1082 of Official Records at page 541, Marin County Records; thence along said Southwesterly line (1052 OR 7), North 38° 32' 42" West, 271.86 feet; thence leaving said Southwesterly line (1052 OR 7), South 40° 53' 14" West, 339.46 feet; thence North 49° 06' 46" West, 2115.66 feet to a point on the northeasterly prolongation of the Southeasterly line of the parcel of land described in the Deed from Monroe E. Petersen, et ux, to Hans Adelbert Zuehlsdorff, et ux, recorded November 2, 1942 in Volume 435 of Official Records at page 268, Marin County Records; thence along said northeasterly prolongation and said Southeasterly line (435 OR 268), South 38° 27' 26" West (Called North 36° 49' East in said Deed, 435 OR 268), 640.78 feet to the most southerly corner of said Zuehlsdorff parcel (435 OR 268); thence along the southwesterly prolongation of said Southeasterly line (435 OR 268), South 38° 27' 26" West, 31.74 feet to the centerline of the 60-foot County Road described in the Deed from Flood Realty Company to Joseph Joaquin, recorded March 12, 1936, in Volume 313 of Official Records at page 222, Marin County Records, thence leaving said southwesterly prolongation and continuing along said centerline (313 OR 222) the following courses and distances: South 70° 35' 00" East, 194.20 feet; thence South 36° 08' 00" East, 187.60 feet; thence South 49° 32' 00" East, 106.20 feet; thence South 69° 37' 00" East, 82.00 feet; thence North 80° 21' 00" East, 163.00 feet; thence South 77° 03' 00" East, 116.70 feet; thence South 48° 36' 00" East, 95.60 feet; thence South 12° 13' 00" East, 406.10 feet; thence South 43° 10' 00" East, 176.80 feet; thence South 52° 28' 00" East, 245.10 feet; thence South 66° 49' 00" East, 92.20 feet; thence South 84° 06' 00" East, 304.90 feet; thence North 72° 59' 00" East, 116.60 feet; thence North 69° 54' 00" East, 203.50 feet; thence South 81° 32' 00" East, 204.80 feet, and thence South 57° 15' 00" East, 20.46 feet; to a point which bears South 41° 27' 18" West, 333.02 feet from the point of beginning; thence leaving said centerline North 41° 27' 18" East, 333.02 feet to the point of beginning.

Containing 31.000 Acres more or less.

BOOK 2333 PAGE 170

OFFICIAL RECORDS COUNTY OF MARIN

Transfer Tax Paid
N. T. GIACOMINI
Marin County Recorder

THE FIDELITY
After Recording

ho

STATE OF CALIFORNIA,

City & County of San Francisco

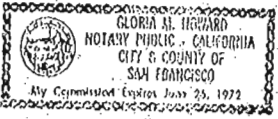
On this 2nd day of January in the year one thousand nine hundred and sixty-nine before me, Gloria M. Howard

a Notary Public, State of California, duly commissioned and sworn, personally appeared Armando J. Flocchini, Lena M. Flocchini, Joseph C. Bonzani and Victoria Bonzani

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 City and County of San Francisco the day and year in this certificate first above written.

DOCUMENTARY TRANSFER TAX \$
BONDED - PARTY OR AGENT FIRM NAME
MTC Co.



Cowdery's Form No. 32 - Acknowledgment - General
(C. C. Sec. 1189) (PRINTED 6/18/67) 21-0772

Gloria M. Howard
Notary Public, State of California.
My Commission Expires June 26, 1972

STATE OF CALIFORNIA,

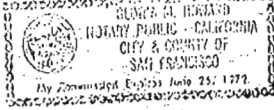
City & County of San Francisco

On this 2nd day of January in the year one thousand nine hundred and sixty-nine before me, Gloria M. Howard

a Notary Public, State of California, duly commissioned and sworn, personally appeared Barney Norwitt and Mollie Norwitt

known to me to be the President and 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 City and County of San Francisco the day and year in this certificate first above written.



Cowdery's Form No. 29 - Acknowledgment - Corporation
(C. C. Sec. 1190-11) (PRINTED 1-30-67) 61-0117

Gloria M. Howard
Notary Public, State of California.
My Commission Expires June 26, 1972

Send Tax Bills to: Quail Hill, Inc. c/o S.J. Hugh Allan, Esq.
960 Fifth Avenue, San Rafael, Ca. 94901

Dated: December 23, 1968

Armando J. Flocchini
Armando J. Flocchini

Lena M. Flocchini
Lena M. Flocchini

Joseph C. Bonzani
Joseph C. Bonzani

Victoria Bonzani
Victoria Bonzani

AUTOMOTIVE CITY, INC.,
by Barney Norwitt Sec.

Mollie Norwitt Sec



2030 180

OFFICIAL RECORDS COUNTY OF MARIN

RECORDING REQUESTED BY

MAIL TAX STATEMENT TO

35522

WHEN RECORDED MAIL TO

Name
Street
Address
City
State
Zip

CITY OF SAN RAFAEL
DEPT. OF PUBLIC WORKS
P.O. BOX 60
SAN RAFAEL, CA 94901
PLANNING OFFICE ENGINEER

RECORDED AT REQUEST OF
City of San Rafael

AT 10 MIN. PAST 2 P.M.

JUL 2 0 1978

Official Records of Marin County, Calif.

R. J. Liacominis
FEE \$ 5103 RECORDER

BOOK 3406 PAGE 215

ORDER NO.
ESCROW NO.

110178 EAH

RECORDERS USE ONLY

DOCUMENTARY TRANSFER TAX \$
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES
REMAINING THEREON AT TIME OF SALE.

Signature of declarant or agent determining tax - Firm Name
Unincorporated Area City of San Rafael

CORPORATION
GRANT DEED

A/P 18-180-20

QUAIL HILL INC., a California corporation

a corporation

FOR A VALUABLE CONSIDERATION, DOES HEREBY GRANT in fee to

CITY OF SAN RAFAEL, a municipal corporation

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

All the parcel of land, described as follows:

Beginning at the Southeast corner of the parcel granted to the City of San Rafael by Deed recorded March 10, 1978 in Book 3342 of Official Records at page 305, said point also being the centerline of the 60 foot county road as described in the Deed to Joseph Joaquin recorded March 12, 1936 in Book 313 of Official Records at page 222; thence South 70°35' East 88.51 feet, South 36°00' East 187.60 feet and South 49°32' East 106.2 feet; thence South 69°37' East 82.00 feet, North 80°21' East 163.00 feet, South 77°03' East 113.00 feet to the Southwest corner of the parcel granted to Pacific Gas and Electric Co., recorded September 14, 1973 in Book 2725 of Official Records at page 673; thence leaving said centerline, along the Westerly line of the PG&E parcel, North 15°52'29" East 30.04 feet; thence leaving said Westerly line, North 77°03' West 120.59 feet, South 80°21' West 160.86 feet, North 69°37' West 68.63 feet, North 49°32' West 97.73 feet, North 36°00' West 192.91 feet and North 70°35' West 87.36 feet to the Southeastly line of the parcel granted to Marin Sanitary Service, a California corporation, recorded February 22, 1978 in Book 3334 of Official Records at page 388; thence along said Southeastly line and its extension, South 38° 26'50" West 31.74 feet to the point of beginning.

Dated: June 27, 1978

(SEAL)

QUAIL HILL, INC.

By

R. R. Duverson, President

By

T. E. Heimerl, Asst. Sec.

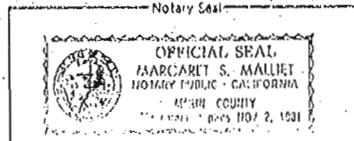
STATE OF CALIFORNIA, } ss.
COUNTY OF _____ }

On June 22, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared R. R. Duverson, known to me to be the President, and T. E. Heimerl, known to me to be the Asst. Secretary of the Corporation that executed the within instrument, 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 its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Margaret S. Mallet

Notary Public in and for said County and State.



OFFICIAL RECORDS COUNTY OF MARIN

RESOLUTION NO. 5513

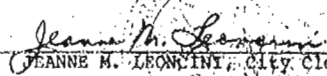
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL ACCEPTING CONVEYANCE OF STREET RIGHT-OF-WAY -- JACOBY STREET, SAN RAFAEL, CALIFORNIA


WHEREAS, the public interest, convenience, necessity and welfare require that the right-of-way hereinafter mentioned be accepted and used for the benefit of the public of the City of San Rafael, California;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Rafael, California, does hereby accept that certain deed from QUAIL HILL, INC., dated June 27, 1978, for and on behalf of the City of San Rafael and the street right-of-way described therein, all as more particularly described and set forth in Exhibit "A" attached hereto and incorporated herein by reference, and the Clerk of said City is hereby directed to cause said deed to be duly recorded in the Office of the County Recorder of the County of Marin, State of California, forthwith upon the adoption of this resolution.

I, JEANNE M. LEONCINI, Clerk of the City of San Rafael, California, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City held on the 17th day of July, 1978, by the following vote, to wit:

AYES: COUNCILMEN: Jensen, Miskimen, Mulryan, Nixon and Mayor Bettini
NOES: COUNCILMEN: None
ABSENT: COUNCILMEN: None


JEANNE M. LEONCINI, City Clerk



BOOK 3406 PAGE 216

COPY

OFFICIAL RECORDS COUNTY OF MARIN

RECORDING REQUESTED BY

MAIL TAX STATEMENT TO

3850

BOOK 3493 PAGE 247

RECORDED AT REQUEST OF
City of San Rafael

BY: 25 MIN. PAST 11 A.M.
JAN 23 1979

Official Recorder of Marin County, Calif.

N. J. Licomini

NO FEE \$ _____ RECORDER
G. C. 6103

WHEN RECORDED MAIL TO

CITY OF SAN RAFAEL
DEPT. OF PUBLIC WORKS
P.O. BOX 60
SAN RAFAEL, CA 94902
ATTN: OFFICE ENGINEER

Name
Street
Address
City
State
Zip

3850

ORDER NO.
ESCROW NO. 111600 EAH

RECORDERS USE ONLY

DOCUMENTARY TRANSFER TAX \$ none
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES
REMAINING THEREON AT TIME OF SALE.

**CORPORATION
GRANT DEED**

Signature of declarant or agent determining tax - Firm Name
Unincorporated Area _____ City of _____

QUAIL HILL, INC.

a California corporation

FOR A VALUABLE CONSIDERATION, DOES HERERY GRANT TO

CITY OF SAN RAFAEL, a municipal corporation

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

SEE DESCRIPTION ATTACHED

Dated: Jan. 3, 1979

QUAIL HILL, INC., a California corporation

(SEAL)

By: R.K. Durson President

STATE OF CALIFORNIA
COUNTY OF Marin } s.s.

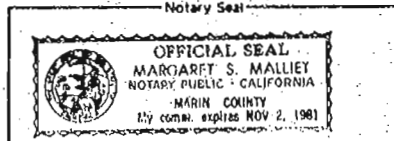
By: T.E. Heimerl Asst. Secretary

On Jan. 3, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared R.K. Durson, known to me to be the President, and T.E. Heimerl, known to me to be the Asst. Secretary of the Corporation that executed the within instrument, 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 its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Notary Seal

Margaret S. Malliey
Notary Public in and for said County and State.



OFFICIAL RECORDS COUNTY OF MARIN

Beginning at the most westerly corner of Parcel 1, Lands of Quail Hill Inc. as shown and delineated on that certain map entitled "Parcel Map, Lands of Quail Hill Inc. (2333 O.R. 179), San Rafael, Marin County, California, being a portion of Parcel 'A' as shown on "Record of Survey of a portion of Section 2, 3, 10 & 11, T. 1N., R. 6W., Mount Diablo Meridian, San Rafael, California" (8 O.S. 76)" as recorded in Book 14 of Parcel Maps at Page 24, Marin County Records, said point being the intersection of the courses "South 15°52'29" West, 721.323 feet", and "South 52°28'00" East, 138.19 feet" as shown on said Parcel Map (14 P.M. 24); thence along the southerly boundary of said Parcel 1 (14 P.M. 24) the following courses and distances: South 52°28'00" East, 138.19 feet; South 66°49'00" East, 92.20 feet; South 84°06'00" East, 384.90 feet; North 72°59'00" East, 116.60 feet; North 69°54'00" East, 203.50 feet; South 81°32'00" East, 204.80 feet; South 57°15'00" East, 20.469 feet; and North 41°27'18" East, 7.415 feet to the southwesterly right-of-way boundary of Anderson Drive as shown on said Parcel Map (14 P.M. 24); thence leaving said southerly boundary (14 P.M. 24) along the said southwesterly boundary of Anderson Drive (14 P.M. 24) North 49°06'46" West, 60.058 feet to a point that measures 30 feet northerly and perpendicular from the said southerly boundary of said Parcel 1 (14 P.M. 24); thence leaving said southwesterly boundary of Anderson Drive (14 P.M. 24) and running parallel to and 30 feet northerly from the said southerly boundary of said Parcel 1 (14 P.M. 24), the following courses and distances: North 81°32'00" West, 184.44 feet; South 69°54'00" West, 210.33 feet; South 72°59'00" West, 109.71 feet; North 84°06'00" West, 374.26 feet; North 66°49'00" West, 83.86 feet; and North 52°28'00" West, 146.33 feet to the northwesterly boundary line of said Parcel 1 (14 P.M. 24); thence leaving said last described line and continuing along said northwesterly boundary (14 P.M. 24) South 15°52'29" West, 32.28 feet to the point of beginning.

OFFICIAL RECORDS COUNTY OF MARIN

RESOLUTION NO. 5598

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN
RAFAEL ACCEPTING CONVEYANCE OF STREET RIGHT OF WAY --
JACOBY STREET, SAN RAFAEL, CALIFORNIA

WHEREAS, the public interest, convenience, necessity and welfare require that the right of way hereinafter mentioned be accepted and used for the benefit of the public of the City of San Rafael, California;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Rafael, California, does hereby accept that certain deed from QUAIL HILL, INC., dated January 3, 1979, for and on behalf of the City of San Rafael and the street right of way described therein, all as more particularly described and set forth in Exhibit "A" attached hereto and incorporated herein by reference, and the Clerk of said City is hereby directed to cause said deed to be duly recorded in the Office of the County Recorder of the County of Marin, State of California, forthwith upon the adoption of this resolution.

I, JEANNE M. LEONCINI, Clerk of the City of San Rafael, California, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City held on the 15th day of January, 1979, by the following vote, to wit:

AYES: COUNCILMEN: Jensen, Miskimen, Mulryan, Nixon and Mayor Bettini
NOES: COUNCILMEN: None
ABSENT: COUNCILMEN: None


JEANNE M. LEONCINI, City Clerk



DUPLICATE
ORIGINAL

BOOK 3493 PAGE 249

RECORDED AT REQUEST OF

83025924

AGENCY SHOWN

1983 JUN -2 PM 1:49

1 JOHN D. ROGERS, ESQ.
2 ROGERS, VIZZARD & TALLEY
3 A PROFESSIONAL CORPORATION
4 ATTORNEYS AT LAW
5 500 PINE STREET
6 SAN FRANCISCO, CALIFORNIA 94104
7 TELEPHONE (415) 881-8470

OFFICIAL RECORDS
MARIN COUNTY CALIFORNIA
W. BRUCE SHAFER

FILED

No Fee GC8103

JUN 2 1983

8 BREON, GALGANI, GODINO & O'DONNELL
9 1539 Fifth Avenue
10 San Rafael, CA 94901
11 ATTORNEYS FOR Plaintiff and
12 Cross-Defendants

HOWARD HANSON
MARIN COUNTY CLERK
By F. Boisson, Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF MARIN

13 SANITARY DISTRICT NO. 1
14 OF MARIN COUNTY,

Plaintiff,

vs.

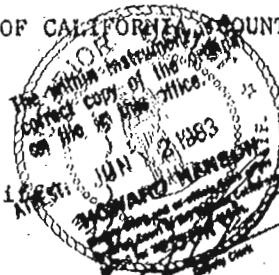
15 IRVING BARTEL, et al.,

Defendants.

16 SAID MOKHTARZADEH,

Intervenor.

17 AND RELATED CROSS-ACTION.



No. 94382

FINAL ORDER OF CONDEMNATION

18 The plaintiff in the above entitled cause having paid into
19 court for the benefit of defendants Said Mokhtarzadeh, Marlies
20 Mokhtarzadeh and Farhad Mokhtarzadeh, and lienholder Irving Bartel,
21 and the County of Marin and the East San Rafael Drainage Assessment
22 District No. 1, as their respective interests shall be determined,
23 the total amount of compensation awarded by the court for the prop-
24 erty described in the plaintiff's complaint on file herein, and for
25
26

83025924

1 all claims and demands of said defendants against plaintiff by
2 reason of the taking of said property for sanitary purposes, and
3 the construction of the public improvement in the manner proposed;

4 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND
5 DECREED that the real property described in Exhibit A attached
6 hereto and incorporated herein by reference, be and it is hereby
7 condemned to plaintiff in fee simple absolute, said property being
8 situated in the City of San Rafael, County of Marin, State of
9 California.

10 IT IS FURTHER ORDERED that a certified copy of this final
11 order be recorded in the office of the Recorder of the city and
12 county in which said property is located, and thereupon the property
13 hereinafter described, and the title thereto, shall vest in plain-
14 tiff in fee simple absolute.

15 Dated:

16 JUN 2 1983

17 E. WARREN McGUIRE
18 Judge of the Superior Court
19
20
21
22
23
24
25
26

83025924

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

BEING a portion of the lands of I. Bartel, described by deed recorded October 26, 1955 in Book 981 at page 521, Official Records of Marin County and more particularly described as follows:

ALL the lands of Bartel lying southeasterly of the following described line:

BEGINNING at the most southeasterly corner of Parcel 1 as shown on that certain Parcel Map entitled "Lands of Quail Hill, Inc. (2333 OR 179) San Rafael, Marin County, California" recorded September 7, 1977 in Book 14 of Parcel Maps at Page 24, Marin County Records, said point of beginning being distant South $40^{\circ} 10'$ West (South $41^{\circ} 27' 18''$ West as shown on said Parcel Map) 43.417 feet from a monument in the center line and easterly terminus of Anderson Drive, (the bearing of said center line is shown on said parcel map as South $49^{\circ} 06' 46''$ East), running thence from said point of beginning South $40^{\circ} 10'$ West (South $41^{\circ} 27' 18''$ West on the basis of bearings of said Parcel Map) 1574.18 feet more or less to a point on the southerly boundary line of said lands of Bartel (Book 981 at Page 521 Official Records of Marin County) said point being distant North $52^{\circ} 23'$ West 178.92 feet from the intersection of the two courses "South $52^{\circ} 23'$ East 783.3 feet and South $81^{\circ} 59'$ East 840.5 feet" as described in said deed to Bartel recorded in Book 981 at page 521, Official Records of Marin County.

SAID land is bounded on the northwest by the line hereinabove described; bounded on the south by the southerly boundary of said lands of Bartel described in Book 981 at page 521 Official Records of Marin County; bounded on the Southeast by lands of the County of Marin and State of California, said lands being the right-of-way for Sir Francis Drake Boulevard; and bounded on the north and northeast by the lands of Farrell, et al as described in that certain deed recorded May 11, 1978 in Book 3371 at Page 471 Official Records of Marin County.

EXHIBIT A

OFFICIAL RECORDS COUNTY OF MARIN

35967

35967

3005-5269 San Rafael Jct. Switching Station
7 73 1

AFTER RECORDING, RETURN TO:

FOR RECORDER'S USE ONLY

Wells Fargo Bank, N.A.
Escrow Dept., 5th Floor
400 Montgomery St.
San Francisco, Ca. 94109

BOOK 2725 PAGE 673

RECORDED AT REQUEST OF
MARIN TITLE GUARANTY CO.

AT 45 MIN. PAST 12 P.M.

SEP 14 1973

Official Records of Marin County, Calif.

N. J. Giacomin
RECORDER

GRANT DEED

94123

GALLO GLASS COMPANY, a Nevada corporation, hereby grants to PACIFIC

GAS AND ELECTRIC COMPANY, a California corporation, that certain real property,
situate in the City of San Rafael, County of Marin, State of California, described
as follows:

(APN 18-180-02)

...ing at a found iron pipe tagged R.C.E. 11629 accepted as marking
...ly terminus of a course in the general southwesterly boundary
... parcel of land described in the deed from Armando J. Floccini
and ... to Quail Hill, Inc. dated December 23, 1968 and recorded in Book
2333 of Official Records at page 179, Marin County Records, which course
according to the description contained in said deed dated December 23, 1968
has a bearing of South 12° 13' 00" East and a length of 406.10 feet, and
running thence along said general southwesterly boundary line the following
three courses:

- (1) south 12° 13' 00" east 406.10 feet
to a found iron pipe tagged R.C.E. 11629 accepted as marking the
southerly terminus of said course having a bearing of South 12°
13' 00" East

-1-

MAIL TAX STATEMENTS TO:

Pacific Gas and Electric Company
Land Department
Land Acquisition Section
77 Beale Street
San Francisco, California 94106

BOOK 2725 PAGE 673

OFFICIAL RECORDS COUNTY OF MARIN

(2) south 43° 10' 00" east 176.80 feet and
 (3) south 52° 28' 00" east 106.91 feet;
 thence leaving said general southwesterly boundary line
 (4) north 15° 52' 29" east 761.05 feet
 to a point in the general northeasterly boundary line of the parcel
 of land described in said deed dated December 23, 1968; thence running
 along said general northeasterly boundary line
 (5) north 49° 06' 46" west 587.06 feet;
 thence leaving said general northeasterly boundary line
 (6) south 15° 52' 29" west 479.59 feet
 to a point in said general southwesterly boundary line; thence running
 along said general southwesterly boundary line the following two courses;
 (7) south 77° 03' 00" east 3.54 feet and
 (8) south 48° 36' 00" east 95.60 feet, more or less,
 to the point of beginning; containing 8.059 acres, more or less, of
 which 0.485 of an acre lies within a public street and 0.543 of an acre
 lies within a County Road easement.

Dated August 29, 1973



GALLO GLASS COMPANY

By [Signature]
 Jon B. Shastid, Treasurer

By [Signature]
 Joseph D. Smart, Secretary

North Bay
 GN 170643-R
 Dwg. B-5346
 T.1N., R.6W.,
 M.D.B. & M.
 Section 11
 S-1/2 of NW-1/4
 72-175
 1S -adc

DOCUMENTARY TRANSFER TAX \$ 312.00
 Computed on full value of property conveyed,
 OR Computed on full value less liens and
 encumbrances remaining at time of sale.
[Signature]
 Signature of Declarant or Agent determining tax:
 Firm Name **MARIN TITLE GUARANTY COMPANY**



Prepared CEH

Checked FAP

STATE OF CALIFORNIA

CORPORATION ACKNOWLEDGEMENT

County of Stanislaus

On this 29th day of August in the year one thousand nine hundred and 73

before me Katherine D. Merck, a Notary Public in and for said County and State, residing therein duly commissioned and sworn, personally appeared Jon B. Shastid and Joseph D. Smart

known to me to be the treasurer and 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 the acknowledged to me that such corporation executed the same, pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this Certificate first above written.

Katherine D. Merck, Notary Public in and for said County and State



My Commission Expires October 3, 1976

BOOK 2725 PAGE 676

Flood James L.

to

McNhear Geo P.

L/152-153

THIS AGREEMENT entered into this Twentieth day of October A. D. 1909 BETWEEN James L. Flood of the City and County of San Francisco, State of California, the party of the first part, and Geo P. McNhear of the City of Petaluma County of Sonoma, State of California, the party of the second part, WITNESSETH, That the said party of the first part does hereby grant to the said party of the second part a right leave and license to lay, construct, maintain operate and repair a sewer pipe line under and through the following described property situate in the County of Marin, State of California, to wit:— A certain strip of land having a uniform width of ten (10) feet and lying five (5) feet on each side of the following described center lines; Beginning at a point in the center line of the public highway known as the San Rafael and San Quentin Road, said point being South 35° 22' East two hundred ninety four and four tenths (294.4) feet from the commencement of the forty seventh course of the description in that certain deed made by John W. Mackay and James L. Flood to the County of Marin, dated October 29th 1890 and recorded in the office of the Recorder of Marin County in Liber 16 of Deeds at page 25, running thence North 66° 21' East five hundred and eighty seven (587) feet to station post "A" driven five (5) feet easterly from the easterly line of what was formerly the North Pacific Coast Railroad thence North 75° 29' East three hundred eighty three and three-tenths (383.3) feet to station post "B" driven fifty (50) feet westerly from the center line of the San Rafael and San Quentin Turnpike or Toll Road, thence due East crossing salt marsh and tide lands sixty three hundred (6300) feet more or less to the line of nine (9) feet at the lowest stage of the tide in San Francisco Bay, Also beginning at the above mentioned station post "A" and running North-westerly parallel with and distant five (5) feet Easterly from the Easterly line of what was formerly the North Pacific Coast Railroad thirty eight hundred (3,800) feet more or less to a point in center of the street known as Jacoby Street. Said line of sewer pipe shall be laid underground in a trench so that the top of said pipe shall not be less than eighteen (18) inches below the surface of the ground wherever the same is practical in order to conform to the necessary gradients of said sewer, provided, that from the "point of beginning" in the above description, to the point designated as "station post B" wherever the natural surface of the ground will not permit the top of said sewer pipe to be eighteen (18) inches underground, a fill or embankment of earth shall be provided and placed along and over said pipe sufficient to give the required depth of eighteen (18) inches. The line of sewer pipe to be laid adjacent to and parallel with the aforementioned Railroad, shall be laid as near to the said Easterly line as possible. The said party of the second part may have ingress and egress to and from said line of sewer pipe as aforesaid, at such point or points upon said lands as said party of the first part may from time to time in writing indicate to the party of the second part. The said party of the second part agrees to at all times keep said sewer pipe line in repair and in proper condition for operation, and hereby agrees to pay any damages which may arise from the laying, maintaining or operating of said sewer pipe line, or for failure to keep the same in repair said damages if not mutually agreed upon, to be ascertained and determined by three disinterested persons one thereof to be appointed by the party of the first part or his assigns, one by the party of the second part or his assigns, and the third by the two so appointed as aforesaid, and the award of such three persons or any two of them, shall be conclusive and final. In witness whereof the parties hereto have hereunto set their hands the day and year first above written.

James L. Flood

By James E. Walsh, his Atty in fact

Geo P. McNhear

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

On this 22d day of October in the year one thousand nine hundred and nine before me Hugh T. Sims, a Notary Public in and for the City and County of San Francisco, personally appeared James E. Walsh known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of James L. Flood and acknowledged to me that he subscribed the name of James L. Flood thereto as principal and his own name as attorney in fact. In witness whereof I have herunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

(seal) Hugh T. Sims, Notary Public in and for the City and County of San Francisco, State of California.

State of California)
County of Sonoma.)

On this 5th day of Nov in the year one thousand nine hundred and nine before me Wm B. Haskell a Notary Public in and for the said County of Sonoma residing therein duly commissioned and sworn, personally appeared Geo. P. McNear known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same. In witness whereof I have herunto set my hand and affixed my official seal at my office in Petaluma County of Sonoma, the day and year in this certificate first above written.

(seal) Wm B. Haskell Notary Public in and for the County of Sonoma, State of California. My Commission expires October 23, 1910.

Filed for Record

And Recorded at request of J. B. Moore Nov 8 A. D. 1909 at 30 mins past 9 o'clock A. M.

J. B. Moore
Recorder
R. M. [Signature]

This Indenture made and entered into the first day of October 1872 by and between William J. Coleman of the City and County San Francisco State of California the party of the first part and the Main Mining Water Company a Corporation created under the General Laws of the State of California the party of the second part. Witnesseth that the said party of the first part and in consideration of the sum of one dollar to here in hand paid by the said party of the second part the receipt whereof is hereby acknowledged have given granted and conveyed and by these presents do give grant and convey unto the said party of the second part and its successors and assigns forever an easement and right of way & by diversion of water pipe and power to maintain the same, it being part of the work of said Corporation over a certain tract or parcel of land near the Town of San Rafael more particularly described as follows to wit: Beginning at a point 10 feet east of the N.W. corner of Lot 1 Block 3 in Division No. 1 as here called to the Town of San Rafael running thence South 67° 2' 46" West 110 feet thence S. 67° 2' 46" E. 132 feet thence S. 67° 2' 46" E. 136 feet thence S. 57° 2' 46" E. 60 feet thence S. 40° 2' 46" E. 100 feet thence S. 29° 2' 46" E. 147 feet thence S. 41° 2' 46" E. 188 feet thence S. 1° 31' 2" E. 521 feet thence S. 48° 2' 46" E. 350 feet thence S. 60° 2' 46" E. 223 3/4 feet thence S. 60° 2' 46" E. 132 feet & thence S. 32° E. 131 1/2 feet thence S. 50° 2' 46" E. 132 feet thence S. 47° 2' 46" E. 307 1/2 feet thence S. 47° 2' 46" E. 361 feet thence S. 57° 2' 46" E. 127 feet thence S. 70° 2' 46" E. 243 1/2 feet thence S. 67° 2' 46" E. 296 feet thence S. 67° 2' 46" E. 601 1/2 feet thence S. 67° 2' 46" East 278 feet thence S. 76° 2' 46" E. 247 1/2 feet thence S. 76° 2' 46" E. 594 feet thence S. 47° 2' 46" E. 79 feet thence S. 67° 2' 46" E. 415 1/2 feet thence S. 56° 2' 46" E. 81 feet thence S. 43° 2' 46" E. 190 feet thence S. 32° E. 376 1/2 feet thence S. 37° E. 307 1/2 feet thence S. 31° 2' 46" E. 413 feet thence S. 60° 2' 46" E. 332 1/2 feet thence S. 57° 2' 46" E. 488 feet thence S. 57° 2' 46" E. 62 3/4 feet thence S. 45° 2' 46" E. 627 feet thence S. 1° 31' 2" E. 35 feet thence S. 64° E. 132 feet thence S. 85° 2' 46" E. 123 1/2 feet thence S. 37° E. 61 feet thence S. 65° 2' 46" E. 827 feet thence S. 76° 2' 46" E. 216 feet thence S. 32° 2' 46" E. 407 feet thence S. 67° 2' 46" East 427 feet thence S. 47° 2' 46" E. 497 feet thence S. 35° E. 29 feet thence S. 21° 2' 46" E. 342 1/2 feet thence S. 40° 2' 46" E. 130 1/2 feet thence S. 38° 2' 46" E. 89 feet thence S. 53° 2' 46" E. 120 1/2 feet thence S. 50° 2' 46" E. 221 feet thence S. 67° 2' 46" E. 221 1/2 feet thence S. 67° 2' 46" E. 330 feet thence S. 37° E. 118 feet thence S. 67° 2' 46" E. 377 feet thence S. 67° 2' 46" E. 100 feet

4. 58 1/2° E. 102 feet; Thence S 47 1/2° E. 252 feet; Thence S 43 1/2° E. 150 3/4 feet; Thence S. 44 1/2° E. 132 feet; Thence S. 60 1/2° E. 113 1/2 feet; Thence S. 51 1/2° E. 32 6/8 feet; Thence S. 40 1/2° E. 150 1/2 feet to the Eastern line of the property purchased by said Coleman from David Porter, said pipe to be laid in the ground in a trench dug three feet in depth, and along the line above described; All the right of way, privilege, egress, and regress, to and for the said party of the second part, its successors and assigns, and their servants and employees used to remove to repair, to maintain clean or inspect said line of water pipe forever.

The witness within of the said party of the first part hereunto set his hand and official seal the day and year first above written.

Inequal sealed and delivered by Wm. J. Coleman (Seal) in the presence of Gregory Pittard

State of California }
County of Marin } 35

On the Ninth day of September, 1874, one thousand eight hundred and Seventy Four, before me, Judge, Court Recorder, and for said County personally appeared Gregory P. Harte, personally known to me to be the same person whose name is subscribed to the within instrument as a witness thereto, who being by me duly sworn depone and said that he resides in the County of Marin State of California, that he is present and saw W. J. Coleman, personally known to him to be the same person described in and who executed the said instrument, depone and declare the same, and that the said W. J. Coleman acknowledged in the presence of said affiant that he executed the same, and that he said affiant subscribed his name as a witness thereto.

The witness within of I have hereunto set my hand and official seal the day and year in this Certificate first above written.

W. J. Davis
County Recorder
J. G. Davis

Subscribed at the request of W. J. Coleman September 9, 1874, at 3:00 o'clock P.M.

Marin Sanitary Service

Master Use Permit

December 2013

Appendix G: MSS Record of Storage
Container Purchases by Year

Marin Sanitary Service
Master Use Permit
Mini Storage Containers Added By Year
(from MSS record of arrival dates of containers)

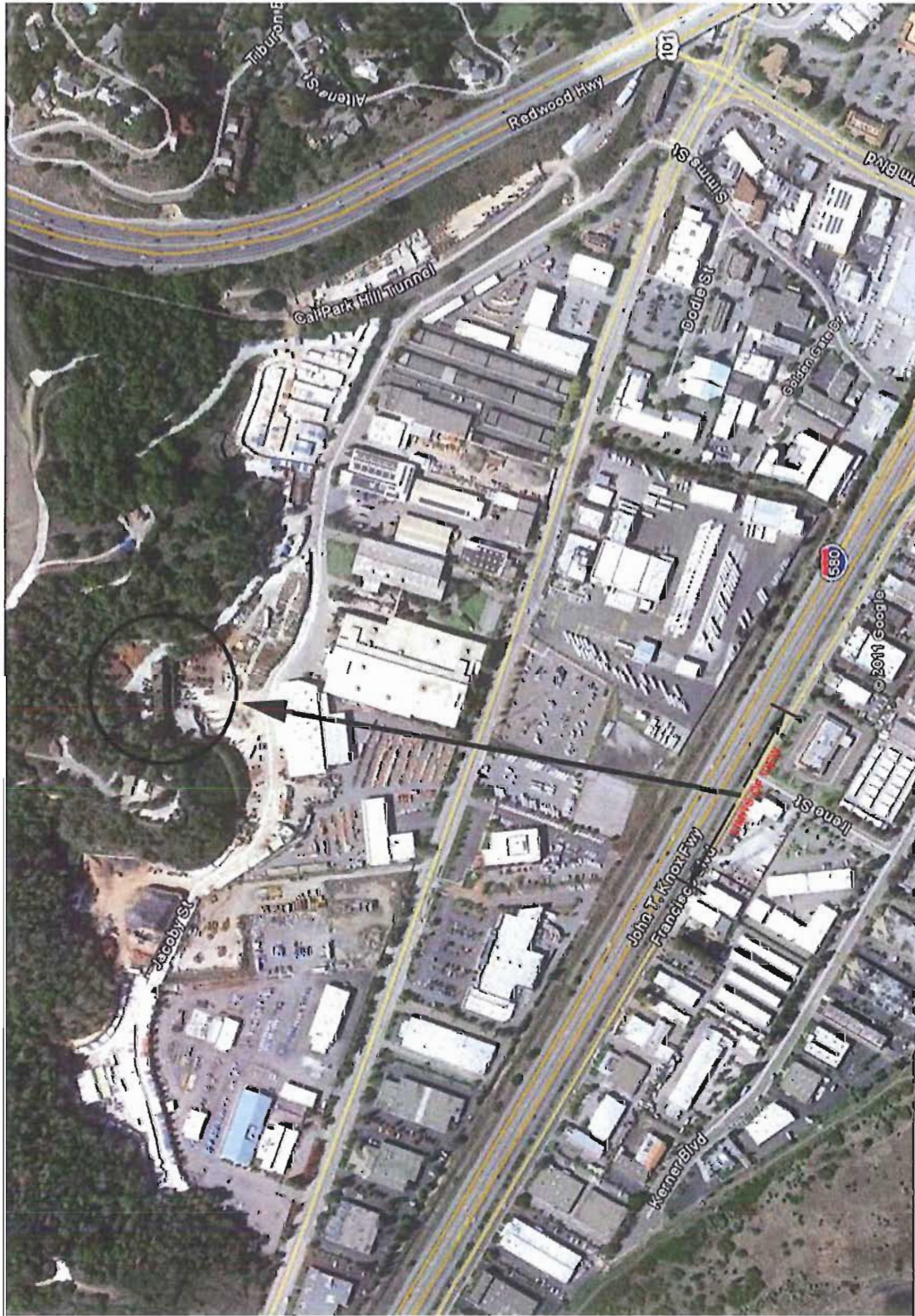
<u>Year:</u>	<u># of Containers</u>
1997	250
1998	0
1999	26
2000	101
2001	132
2002	76
2003	83
2004	62
2005	<u>22</u>
Total:	752

March 25, 2010

Marin Sanitary Service

Master Use Permit
December 2013

Appendix J: Wood Storage View
Analysis



Location of Only View Corridor on E. Francisco Blvd.

Marin Sanitary #1



Current View

Marin Sanitary #2



View with Mature Trees

Marin Sanitary #3

Marin Sanitary Service

Master Use Permit

April 2015

Appendix K: SWFP Permit Area Map

Marin Sanitary Service SWFP Permit Area Map

