

DOCUMENTS RECORDED AT THE REQUEST
OF AND WHEN RECORDED MAIL TO:

State Lands Commission
1807 - 13th Street
Sacramento, CA 95814
Attn: Blake D. Stevenson

State of California Official Business
Document entitled to free recordation
pursuant to Government Code Section 6103

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THE UNDERSIGNED, ACTING IN THIS BEHALF FOR THE
STATE LANDS COMMISSION, HAS HEREBY CERTIFIED,
THAT THE ANNEXED IS A WHOLE, TRUE AND CORRECT
COPY OF THE ORIGINAL RECORD COPY, CONSISTING
OF 51 PARTS, ON FILE IN THE OFFICE OF
THE STATE LANDS COMMISSION; THAT SAID
COPY HAS BEEN COMPARED BY THE UNDER-
SIGNED WITH THE ORIGINAL AND IS A COR-
RECT TRANSCRIPT THEREFROM.

IN WITNESS WHEREOF, THE UNDERSIGNED
HAS EXECUTED THIS CERTIFICATE AND
AFFIXED THE SEAL OF THE STATE LAND
COMMISSION THIS 16th DAY OF December
A.D. 1986

Blake D. Stevenson
Staff Counsel

AGREEMENT FOR THE SETTLEMENT OF A TITLE DISPUTE WITHIN
THE CITY OF SAN RAFAEL, COUNTY OF MARIN, AMONG THE CITY OF
SAN RAFAEL, MONTECITO PROPERTIES,
STANDARD BRANDS PAINT CO. INC. OF CALIFORNIA,
AND THE CALIFORNIA STATE LANDS COMMISSION

Instructions to the County Recorder
of the County of Marin

This Agreement and associated conveyances are entered into
solely for the purpose of perfecting title to the property herein
described and do not involve a change in ownership pursuant to
Section 62(b) of the California Revenue and Taxation Code. This
document includes deeds of Parties to this Agreement to other
parties hereto. Therefore, please index this document as follows:

<u>GRANTOR</u>	<u>GRANTEE</u>	<u>AGREEMENT EXHIBIT IN</u> <u>WHICH REAL PROPERTY</u> <u>IS DESCRIBED</u>
City of San Rafael as trustee pursuant to Chapter 83 of the Statutes of 1923	Montecito Properties	A (Trust Termina- tion Parcels One, Two and Three)
City of San Rafael as trustee pursuant to Chapter 83 of the Statutes of 1923	Standard Brands Paint Co. Inc. of California	A (Trust Termination Parcel Four)

Montecito Properties	City of San Rafael as trustee pursuant to Chapter 83 of the Statutes of 1923	B (Granted Lands Parcels One and Two)
Montecito Properties	State of California, acting by and through the State Lands Commission	B (Granted Lands Parcels One and Two)
Standard Brands Paint Co. Inc. of California	City of San Rafael as trustee pursuant to Chapter 83 of the Statutes of 1923	B (Granted Lands Parcel Three)
Standard Brands Paint Co. Inc. of California	State of California, acting by and through the State Lands Commission	B (Granted Lands Parcel Three)
Montecito Properties	City of San Rafael as trustee pursuant to Chapter 83 of the Statutes of 1923	C (Public Pedes- trian Easements One, Two and Three)
Montecito Properties	State of California, acting by and through the State Lands Commission	C (Public Pedes- trian Easements One, Two and Three)
Standard Brands Paint Co. Inc. of California	City of San Rafael trustee pursuant to Chapter 83 of the Statutes of 1923	C (Public Pedes- trian Easement Four)
Standard Brands Paint Co. Inc. of California	State of California acting by and through the State Lands Commission	C (Public Pedes- trian Easement Four)

The parties to this Exchange Agreement, dated December 15, 1986, are the State of California, acting by and through the State Lands Commission (STATE), the City of San Rafael (CITY), Montecito Properties, a Theodore Rosenberg, Goodman 1981 Revocable Trust, Trust of David G. Cohn, Trust of Mary Cohn, Auburn Equipment & Supply Co., Phillip Corin, Ann Blumenfeld Corin, Russell Corin, Matthew Corin, Elise Corin, and Paula Corin (MONTECITO PROPERTIES), and Standard Brands Paint Co. Inc. of California (STANDARD BRANDS). Where appropriate, MONTECITO PROPERTIES and STANDARD BRANDS are referred to together as PRIVATE PARTIES.

RECITALS:

1. This Agreement concerns four parcels of real property in the City of San Rafael, County of Marin, referred to collectively throughout this Agreement as the TRUST TERMINATION PARCELS. These parcels are described in Exhibit A as TRUST TERMINATION PARCELS ONE, TWO, THREE, and FOUR and are shown for reference purposes only on Exhibit D. Both Exhibits A and D are attached to this Agreement and are incorporated as a part of it by this reference.

2. This Agreement also concerns three parcels of real property in the City of San Rafael, County of Marin, referred collectively to throughout this Agreement as the GRANTED LANDS PARCELS. The GRANTED LANDS PARCELS are described in Exhibit B as GRANTED LANDS PARCELS ONE, TWO and THREE and are shown for reference purposes only on Exhibit D. Both Exhibits B and D are attached to this Agreement and are incorporated as a part of it by this reference.

3. This Agreement also concerns four parcels of real property in the City of San Rafael, County of Marin, which are referred to throughout this Agreement as the PUBLIC PEDESTRIAN EASEMENTS. The PUBLIC PEDESTRIAN EASEMENTS are described in Exhibit C as PEDESTRIAN PARCEL EASEMENTS ONE, TWO, THREE and FOUR and are shown for reference only on Exhibit D. Both Exhibits C and D are attached to this Agreement and are incorporated as a part of it by this reference.

4. Where appropriate, the land included within the TRUST TERMINATION PARCELS, the GRANTED LANDS PARCELS, and the PUBLIC PEDESTRIAN EASEMENTS is referred to collectively as the TITLE SETTLEMENT AREA.

5. Upon its admission to the United States of America on September 9, 1850, the State of California, by virtue of its sovereignty, received in trust for the purposes of commerce, navigation, and fisheries, all right, title, and interest in tide and submerged lands within the boundaries of the State of California.

6. The State of California, by virtue of the Arkansas Swamp Lands Act of September 28, 1850, received title from the United States of America to certain swamp and overflowed lands located within the State's boundaries.

7. Pursuant to the Arkansas Swamp Lands Act and State implementing statutes, certain lands along San Rafael Creek were included within the perimeter boundaries of swamp and overflowed lands sales. These sales included Swamp and Overflowed Patent No. 18 (patented June 6, 1862 to Oliver Irwin) which meandered the north bank of San Rafael Creek and Swamp and Overflowed Patent No. 28 (patented February 3, 1869 to Timothy Mahon) which meandered the south bank of San Rafael Creek.

8. In 1870, George Allardt surveyed the San Rafael Canal within San Rafael Creek on behalf of the Board of Tidelands Commissioners (BTLC). Allardt's San Rafael Canal was reserved from sale to private individuals as a public channel for trade and navigation. Allardt also surveyed and numbered lots adjoining the San Rafael Canal. These lots are depicted on Board of Tidelands Commissioners map dated May 10, 1871 and titled Map No. 2 of Salt Marsh and Tidelands Situate in the County of Marin, State of California.

9. After Allardt's survey of the San Rafael Canal, portions of certain lots lying between the San Rafael Canal and

swamp and overflowed lands surveys were sold by the Board of Tidelands Commissioner pursuant to Chapter 388, Statutes of 1870. One of these sales is contained in Book I of Deeds, Page 594, for Marin County.

10. By Chapter 83, Statutes of 1923, the State of California granted in trust to CITY all tide and submerged land, whether filled or unfilled, within the boundaries of San Rafael as those boundaries then existed. That statutory grant included any and all remaining sovereign title interests of the State of California in the TITLE SETTLEMENT AREA to be held by the CITY in trust subject to the provisions of said statute and the common law public trust for commerce, navigation, and fisheries, and STATE supervisory and reversionary interests.

11. For various reasons, the PRIVATE PARTIES contend that no STATE or CITY interests exist in the TRUST TERMINATION PARCELS. Among these reasons are that:

A. The TRUST TERMINATION PARCELS, although traversed by the San Rafael Creek and Allardt's San Rafael Canal, were in their last natural condition above the line of mean high tide.

B. The majority of the TRUST TERMINATION PARCELS was conveyed by the State of California into private title pursuant to Swamp and Overflowed Lands Patent Nos. 18 and 28 for Marin County.

C. All tide and submerged lands (if any there were) lying between Allardt's San Rafael Canal and Swamp and Overflowed Patent Nos. 18 and 28 was conveyed into private title by the Board of Tidelands Commissioners by deed contained at Book I, Page 594, Marin County. Under City of Berkeley v. Santa Fe Properties, 26 Cal.515 (1980), any sovereign lands interests in the TRUST TERMINATION PARCELS conveyed by such deed were terminated by subsequent reclamation of the TRUST TERMINATION PARCELS.

D. The City of San Rafael conveyed any and all title interests it had in the TRUST TERMINATION PARCELS by virtue

of Chapter 23, Statutes of 1923, or from any other source, by deed dated April 21, 1955, to Harbor Development Company. PRIVATE PARTIES are successors in interest to Harbor Development Company.

12. After substantial title research the STATE and CITY contend that:

A. In their last natural condition, San Rafael Creek and Allardt's San Rafael Canal were comprised of sovereign tide and submerged land and traversed the TRUST TERMINATION PARCELS.

B. The San Rafael Canal, including the stretch of it traversing the TRUST TERMINATION PARCELS, was never sold into private ownership by the State of California or any other government entity.

C. The BTLIC deed found at Book I, page 594, Office of the Marin County Recorded, did not effectively convey all land lying between Swamp and Overflowed Patent No. 28 and the south side of the San Rafael Canal and Swamp and Overflowed Patent No. 18 and the north line of the San Rafael Canal.

D. The deed dated April 21, 1955, from the City of San Rafael to Harbor Development Company could not and did not operate to sell into private ownership sovereign tide and submerged land in the TRUST TERMINATION PARCELS held by the City of San Rafael pursuant to Chapter 83, Statutes of 1923, as amended. Any attempted sale of such property would be violative of California case and statutory law and the specific provisions of Chapter 83, Statutes of 1923, as amended.

13. MONTECITO PROPERTIES has held record title to TRUST TERMINATION PARCELS ONE, TWO, and THREE since 1973.

14. STANDARD BRANDS has held record title to TRUST TERMINATION PARCEL FOUR since 1971.

15. The TRUST TERMINATION PARCELS were filled beyond the line of the ordinary tides some time after 1955.

16. A resolution of the parties's rights, titles, and interests in the TRUST TERMINATION PARCELS would require protracted and vigorously disputed litigation if the controversy could not be resolved by settlement.

17. It is in the interests of the parties to resolve their dispute by compromise settlement and to avoid the anticipated substantial costs, time requirements, and uncertainties of litigation.

18. In the interest of settlement, the STATE and CITY have conducted a study and evaluation of the title evidence and the principles of law and the merits of the legal positions of the parties to this Agreement.

19. The TRUST TERMINATION PARCELS have over the years been subject to substantial artificial influences including, but not limited to, filling, structures, and other improvements.

20. The result of these artificial processes has been to obliterate evidence of the natural location of the tide and submerged lands within or adjacent to the TRUST TERMINATION PARCELS as well as to the extent to which changes in the TRUST TERMINATION PARCELS are attributed to natural as opposed to artificial processes. This has made the resolution of the above-stated disputes substantially more difficult and uncertain.

21. The consequent uncertainties as to the true location, character, and boundaries of the tide and submerged lands within or adjacent to the TRUST TERMINATION PARCELS and the existence of public trust interests are now impeding development for either private or public use.

22. The public interest requires that said outstanding title problems be resolved and forever laid at rest either through lengthy, complex, and burdensome litigation or through agreement between the affected parties.

23. In order to avoid litigation of uncertain result, the parties have, after extensive negotiation, decided that it is in the best interest of all concerned to resolve this dispute by:

- A. The CITY, acting as trustee pursuant to Chapter 83, Statutes of 1923, as amended, quitclaiming to PRIVATE PARTIES any and all sovereign interests in the TRUST TERMINATION PARCELS it may hold by virtue of that grant in trust, as amended.
- B. The STATE quitclaiming by Patent to PRIVATE PARTIES any and all of the STATE's rights by virtue of its sovereignty in the TRUST TERMINATION PARCELS reserved to the STATE by Chapter 83, Statutes of 1923, as amended.
- C. The PRIVATE PARTIES's payment to the CITY of \$103,000.00 for the termination of its CITY'S sovereign interests in the TRUST TERMINATION PARCELS. These funds shall be held in an interest-bearing account established by the CITY, with the concurrence of the STATE, for the purchase of new land which is suited to public trust uses and which will take on the legal character of tide and submerged lands subject to the grant to the CITY and to the common law public trust for commerce, navigation, fisheries, and recreation.
- D. The PRIVATE PARTIES's quitclaiming to the CITY any interest they hold in the GRANTED LANDS PARCELS as tide and submerged lands subject to Chapter 83, Statutes of 1923, as amended, subject to the reversionary and supervisory interests of the STATE.
- E. The PRIVATE PARTIES's quitclaiming to the STATE those supervisory and reversionary interests in the GRANTED LANDS PARCELS reserved to it under Chapter 83, Statutes of 1923, as amended.
- F. The PRIVATE PARTIES's granting of non-exclusive easements for public pedestrian access to the CITY in the PUBLIC PEDESTRIAN EASEMENTS. These easements shall be held by the CITY as granted lands pursuant to Chapter 83, Statutes of 1923, as amended, subject to the reversionary and supervisory rights of the STATE.

G. The PRIVATE PARTIES's granting to the STATE those supervisory and reversionary rights in the PUBLIC PEDESTRIAN EASEMENTS which were reserved to the STATE by Chapter 83, Statutes of 1923, as amended.

24. The California Legislature has enacted Chapter 1742 of the Statutes of 1971 to provide for the settlement of title and boundary problems in the City of San Rafael and to provide for the exchange of certain lands or interests in lands which are currently located above the line of mean high tide and which are no longer necessary or useful for commerce, navigation, and fisheries.

25. In Section 2 of said Chapter 1742, the Legislature found and declared that portions of the lands within San Rafael Creek and Canal as defined in said Chapter, have been improved in connection with the development of San Rafael Creek and Canal and in the process of such development have been filled and reclaimed, and are no longer necessary or useful for commerce, navigation, and fisheries.

26. Chapter 1742 further provides that when such lands have been filled, the CITY, upon receipt of such consideration as is authorized in Chapter 1742, may by document, quitclaim or conveyance, convey, release, or quitclaim portions of such lands.

27. The STATE and CITY have determined that (subject to the recordation of this Agreement) the consideration provided by this Agreement to be received by the CITY acting in its trust capacity including money to be held in an account for the purchase of other land is equal to or exceeds the value of any and all sovereign interests in the TRUST TERMINATION PARCELS.

28. This Agreement will permit the TRUST TERMINATION PARCELS to be developed for private purposes and will provide the CITY funds to purchase other land or interests in land for the purposes enumerated in Chapter 83, Statutes of 1923, as amended, and the common law public trust for commerce, navigation, and fisheries. This Agreement will also insure non-exclusive public access to and

along the waterfront from Second Street through the PEDESTRIAN ACCESS EASEMENTS to the present location of the San Rafael Canal.

In consideration of the preceding recitals and the terms that follow, the parties agree that:

TERMS:

1. CITY's Quitclaim to MONTECITO PROPERTIES of TRUST TERMINATION PARCELS ONE, TWO and THREE.

The CITY, acting as trustee pursuant to Chapter 83, Statutes of 1923, as amended, quitclaims to MONTECITO PROPERTIES all of CITY's right, title, and interest held pursuant to Chapter 83, Statutes of 1923, as amended, in TRUST TERMINATION PARCELS ONE, TWO and THREE described in Exhibit A.

2. STATE's Patent to MONTECITO PROPERTIES of TRUST TERMINATION PARCEL's ONE, TWO and THREE.

STATE will patent to MONTECITO PROPERTIES all of its right, title, and interest existing by virtue of its sovereignty in TRUST TERMINATION PARCELS ONE, TWO and THREE described in Exhibit A. The patent will be in the form of Exhibit E to this Agreement. Exhibit E is attached to this Agreement and is incorporated by reference as a part of it.

3. CITY's Quitclaim to STANDARD BRANDS of TRUST TERMINATION PARCEL FOUR.

The CITY, acting as trustee pursuant to Chapter 83, Statutes of 1923, as amended, quitclaims to STANDARD BRANDS all of CITY's right, title, and interest held pursuant to Chapter 83, Statutes of 1923, as amended, in TRUST TERMINATION PARCEL FOUR described in Exhibit A.

4. STATE's Patent to STANDARD BRANDS of TRUST TERMINATION PARCEL FOUR.

STATE will patent to STANDARD BRANDS all of its right, title, and interest existing by virtue of its sovereignty in TRUST TERMINATION PARCEL FOUR described in Exhibit A. The patent will be in the form of Exhibit F to this Agreement. Exhibit F is attached

to this Agreement and is incorporated by reference as a part of it.

5. MONTECITO PROPERTIES's Quitclaim to CITY of GRANTED LANDS PARCELS ONE and TWO.

MONTECITO PROPERTIES quitclaims to the CITY all of their right, title, and interest in GRANTED LAND PARCEL's ONE and TWO described in Exhibit B as tide and submerged lands subject to Chapter 83, Statutes of 1923, as amended, and subject to the reversionary and supervisory rights reserved to the State of California by Chapter 83, Statutes of 1923.

6. MONTECITO PROPERTIES' Quitclaim to STATE of Rights Reserved in GRANTED LANDS PARCELS ONE and TWO.

MONTECITO PROPERTIES quitclaims to the State of California those supervisory and reversionary rights in the GRANTED LANDS PARCELS ONE and TWO described in Exhibit B reserved to the State of California by Chapter 83, Statutes of 1923, as amended.

7. STANDARD BRANDS's Quitclaim to CITY of GRANTED LANDS PARCEL THREE.

STANDARD BRANDS quitclaims to CITY all of its right, title, and interest in GRANTED LAND PARCEL THREE described in Exhibit B as tide and submerged lands submect to Chapter 83, Statutes of 1923, as amended, and subject to the reversionary and supervisory rights reserved to the State of California by Chapter 83, Statutes of 1923.

8. STANDARD BRANDS Quitclaim to STATE of Rights Reserved in GRANTED LANDS PARCEL THREE.

STANDARD BRANDS quitclaims to the State of California those supervisory and reversionary rights in the GRANTED LANDS PARCEL THREE described in Exhibit B reserved to the State of California by Chapter 83, Statutes of 1923, as amended.

9. MONTECITO PROPERTIES Grant to CITY of Non-exclusive Public Pedestrian Easements.

MONTECITO PROPERTIES grants to the City of San Rafael non-exclusive public pedestrian access easements in PEDESTRIAN ACCESS

EASEMENTS ONE, TWO and THREE described in Exhibit C to this Agreement. These access easements are granted as a property right subject to Chapter 83, Statutes of 1923, as amended, and subject to the reversionary and supervisory rights reserved to the State of California by that Chapter.

10. MONTECITO PROPERTIES' Grant to STATE of Rights Reserved to it in Non-exclusive PUBLIC PEDESTRIAN EASEMENTS ONE, TWO and THREE.

MONTECITO PROPERTIES grants to the State of California those supervisory and reversionary rights in non-exclusive pedestrian access easements in PUBLIC PEDESTRIAN EASEMENTS ONE, TWO and THREE reserved to the State of California by Chapter 83, Statutes of 1923, as amended.

11. STANDARD BRANDS's Grant to CITY of a Public Pedestrian Easement.

STANDARD BRANDS grants to the City of San Rafael a non-exclusive public pedestrian access easement in PEDESTRIAN ACCESS EASEMENT FOUR described in Exhibit C to this Agreement. This access easements is granted as a property right subject to Chapter 83, Statutes of 1923, as amended, and subject to the reversionary and supervisory rights reserved to the State of California by that Chapter.

12. STANDARD BRANDS' Grant to STATE of Rights Reserved to it in PUBLIC PEDESTRIAN EASEMENT FOUR.

STANDARD BRANDS grants to the State of California those supervisory and reversionary rights in PUBLIC PEDESTRIAN EASEMENT FOUR reserved to the State of California by Chapter 83, Statutes of 1923, as amended.

13. Waterward Boundary of the TRUST TERMINATION PARCELS Fixed.

It is agreed that the waterward boundaries of the TRUST TERMINATION PARCELS described in Exhibit A are fixed and are not meander lines. It is the parties's intent that said boundaries

shall be permanent and fixed and shall not be subject to change by reason of future influences or events, artificial or natural.

14. Relocation of PUBLIC PEDESTRIAN EASEMENTS TWO, THREE AND FOUR.

The parties agree that the north boundary of PUBLIC PEDESTRIAN EASEMENTS TWO, THREE and FOUR may be relocated to the as-built location of a walkway which PRIVATE PARTIES or their successors in interest may construct along the present San Rafael Canal landward of GRANTED LANDS PARCELS ONE, TWO and THREE. If PRIVATE PARTIES invoke this paragraph, they shall survey the location of the north line of this walkway after it is constructed. The parties to this Agreement shall then exchange deeds to amend the description of the north line of PUBLIC PEDESTRIAN EASEMENTS TWO, THREE and FOUR provided that the amended north line shall be a minimum of five feet distant from the north boundary lines of GRANTED LANDS PARCELS ONE, TWO and THREE. Any such walkway will be subject to normal San Rafael Planning Department approvals.

15. MONTECITO PROPERTIES Payment of \$84,900.00 to CITY.

MONTECITO PROPERTIES shall pay \$84,900.00 to CITY for the purposes of and by the procedures described in Paragraphs 25 and 26 of this Agreement.

16. STANDARD BRANDS Payment of \$18,100.00 to CITY.

STANDARD BRANDS shall pay \$18,100.00 to CITY for the purposes of and by the procedures described in Paragraphs 25 and 26 of this Agreement.

17. State Lands Commission Approvals.

The STATE, upon execution and recordation of this Agreement and pursuant to State Lands Commission Calendar Item No. 35 (approved at the State Lands Commission's November 20, 1986, meeting), hereby:

- A. Finds and declares, pursuant to and in accordance with Section 2 of Chapter 1742 of the Statutes of 1971, that the TRUST TERMINATION PARCELS have heretofore been

improved in connection with the development of San Rafael, and in the process of such development have been filled and reclaimed, are no longer below the present line of mean high tide, and are no longer necessary or useful for commerce, navigation, or fisheries, or for such uses or trusts as are or have been imposed by the statutory grants of tide and submerged lands from the State of California to the CITY and is hereby freed from such statutory and common law trusts.

- B. In accordance with Sections 5, 6, and 7 of Chapter 1742 of the Statutes of 1971, approves this Agreement and the conveyances provided for herein and approves the conveyance to PRIVATE PARTIES of all of the sovereign right, title, and interest of the STATE and CITY in the TRUST TERMINATION PARCELS.
- C. In accordance with Sections 5, 6, and 7 of Chapter 1742, Statutes of 1971, approves the conveyance by the CITY in its trust capacity to PRIVATE PARTIES of all right, title, and interest of the CITY held by virtue of Chapter 83, Statutes of 1923, as amended, in the TRUST TERMINATION PARCELS.
- D. Further finds and declares that the consideration provided for by this Agreement including money to be placed in an account and to be held in trust by CITY for the purchase of land pursuant to this Agreement has a value equivalent to or exceeding the value of the interests of the STATE and CITY being conveyed to PRIVATE PARTIES in the TRUST TERMINATION PARCELS and approves the adequacy of the consideration as determined by the CITY and STATE with respect to the settlement provided for herein, in accordance with Sections 5, 6 and 7 of Chapter 1742 of the Statutes of 1971.
- E. Finds and declares that this Agreement will permanently preserve a non-exclusive public pedestrian access

easement in PUBLIC PEDESTRIAN EASEMENT ONE from Second Street, through TRUST TERMINATION PARCEL TWO, and to and along the present waterfront of the San Rafael Canal. This Agreement will also preserve non-exclusive public pedestrian access along the existing San Rafael Canal through PUBLIC PEDESTRIAN EASEMENTS TWO, THREE, AND FOUR.

- F. Finds and declares that the provisions of Section 8.5, Chapter 1742, Statutes of 1971, shall not apply to the TRUST TERMINATION PARCELS. The reason for this is that the application of Section 8.5 would prevent the settlement of this title dispute which settlement is in the public interest.

18. Notarization.

All signatures by parties to this Agreement shall be duly acknowledged before a notary public and a certificate of acknowledgment with respect to such acknowledgments shall be attached to the respective document to which it pertains so as to allow the recordation thereof in the County of Marin, California.

19. Prohibition on Sale or Encumbrances.

Upon execution of this Agreement, neither the CITY, PRIVATE PARTIES, nor the STATE shall sell, transfer, assign, mortgage, pledge or hypothecate, whether by operation or law or otherwise, any of their respective rights, title, or interests in or to the TRUST TERMINATION PARCELS, the PUBLIC PEDESTRIAN EASEMENTS, and the GRANTED LANDS PARCELS prior to the recording of this Agreement.

20. Agreement Binding on Heirs, Assigns, Etc.

All the terms, provisions and conditions herein shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, successors, and assigns of the parties hereto.

21. Modification.

No modification, amendment, or alteration of this Agreement shall be valid unless in writing and signed by the parties hereto.

22. Gender.

As used herein, whenever the context so requires, the neuter gender includes the masculine and the feminine, and the singular includes the plural and vice versa. Defined terms are to have their defined meanings regardless of the grammatical form, number, or tense of such terms.

23. No Effect on Other Lands.

The provisions of this Agreement do not constitute nor are they to be construed as an admission by any party concerning the boundaries of or character of title or interest in any lands outside the TRUST TERMINATION PARCELS, the GRANTED LANDS PARCELS, and the PUBLIC PEDESTRIAN EASEMENTS.

24. Headings.

The title headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to be part of this Agreement or considered in construing this Agreement.

25. Acceptance of Conveyances and Consent of Recording.

By their execution of this Agreement, the parties each authorize acceptance of and accept the conveyances of each other party. Further, the parties consent to the recordation of this Agreement and the conveyances in it by their execution below.

26. Use of Funds by CITY.

CITY and STATE agree to establish an account for deposit of the \$103,000.00 generated by this Agreement. The account shall be at a bank acceptable to both the CITY and STATE and the funds shall be administered pursuant to mutual instructions. The CITY and STATE hereby agree that the funds deposited in the account established by them shall be held in trust subject to all provisions of Chapter 1742 of the Statutes of 1971, as amended, as well as the common law public trust for commerce, navigation, and fisheries, and shall be used only for the purchase of lands or any interest therein which have the lawful character of historic tidelands or submerged lands, or which are in their present condition susceptible to public trust purposes.

27. Purchase of Parcels by CITY.

The CITY and the STATE further agree that any lands purchased with the funds deposited in the account established by them shall take on the legal character of tide and submerged lands held in trust subject to the provisions of Chapter 83 of the Statutes of 1923, as amended, as well as the common law trust for commerce, navigation, and fisheries.

28. Further Assurances.

So long as authorized by applicable laws, the parties will perform such other acts and execute, acknowledge, and deliver all further conveyances and other instruments that may be necessary to more fully assure to the other parties all of the respective properties, rights, titles, interest, estates, remedies, powers and privileges to be conveyed or provided for by this Agreement. The STATE and CITY agree that should PRIVATE PARTIES elect to confirm this Agreement and the STATE's and CITY's conveyances of their sovereign interests in the TRUST TERMINATION PARCELS by seeking a judgment to quiet title or other suitable judicial decree, the STATE and CITY will fully cooperate.

29. Escrow.

a. The parties have agreed to open an escrow with Pacific Coast Title Company of Marin (ESCROW AGENT).

b. Deposits by parties:

(1) STATE shall deposit the following documents into escrow:

(a) A letter embossed with the official seal of the State Lands Commission stating the Commission's approval of this Agreement and the Commission's authorization that it be executed on STATE's behalf; and

(b) This Agreement, duly and properly executed by STATE.

(2) MONTECITO PROPERTIES shall deposit the following documents into escrow:

- (a) This Agreement, duly and properly executed by all partners; and
 - (b) A certified or cashier's check for \$84,900.00 payable to the City of San Rafael, as trustee pursuant to Chapter 1742, Statutes of 1971.
- (3) STANDARD BRANDS shall deposit the following documents into escrow:
- (a) This Agreement, duly and properly executed by it; and
 - (b) A resolution of its Board of Directors authorizing the execution of this Agreement; and
 - (c) A certified or cashiers check for \$18,100.00 payable to the City of San Rafael, as trustee pursuant to Chapter 1742, Statutes of 1971.
- (4) CITY shall deposit the following documents into escrow:
- (a) This Agreement, duly and properly executed by it; and
 - (b) A resolution of its City Council approving of the settlement of this title dispute in a manner described in this Agreement and authorizing the execution of this Agreement on CITY's behalf.

30. Recordation.

Upon the receipt of all the documents listed in paragraph 29 section (b) of this Agreement and the written approval by all parties of this Agreement of the condition of title to the TRUST TERMINATION PARCELS, GRANTED LANDS PARCELS, and PUBLIC PEDESTRIAN EASEMENTS as shown in a pro forma title commitment, ESCROW AGENT, if it has not received an objection by a party hereto to the closing of escrow, shall notify the parties of its intention to

close escrow and to record this Agreement and any related documents and shall set a date certain for such recordation and closing. At 8:00 a.m., or as early as possible on the date chosen for the close of escrow, ESCROW AGENT shall record this Agreement in the Office of the County Recorder for Marin County, California. ESCROW AGENT shall then release the \$84,900.00 and \$18,100.00 checks to the City of San Rafael.

31. Allocation of Costs and Expenses.

PRIVATE PARTIES shall bear any expenses and fees associated with recordation of this Agreement. All other fees, costs, and expenses of any attorney, engineer, or other person employed or retained by a party in connection with this Agreement shall be borne by that party.

32. Compromise Agreement.

It is expressly understood that the Agreement of the parties set forth herein is in compromise and settlement of their dispute with regard to various title and boundary disputes described in the recitals herein. Nothing contained herein shall be an admission of any party hereto with respect to such disputes and shall not be used by any person in any proceeding, whether judicial or otherwise, as evidence of an alleged admission.

33. Release and Hold Harmless.

In consideration for the clearing of title to the described TRUST TERMINATION PARCELS ONE, TWO AND THREE, MONTECITO PROPERTIES hereby releases and forever waives and discharges the CITY, its agents, officers and employees from any and all claims, demands, rights, and/or causes of action of any kind, known or now unknown, that they or any successors in interest to them now has or hereafter may have on account of, or in any way connected with, or arising from, the alleged 1955 sale of the parcels described in Exhibit "G" and its alleged guarantee of title to said parcels. MONTECITO PROPERTIES does hereby covenant to defend, indemnify and save harmless CITY, its agents, officers and employees from and against all claims, demands of any nature, including attorney

fees, arising from the alleged conveyance of said parcels and its alleged guarantee of title thereto. This release represents a full and complete settlement of liability claimed and denied concerning the subject parcel and the alleged 1955 sale and alleged guarantee, regardless of the adequacy of the above described consideration. The acceptance of this release and agreement by MONTECITO PROPERTIES and CITY shall not operate as admission of liability on the part of MONTECITO PROPERTIES or CITY.

It is expressly understood that MONTECITO PROPERTIES waives any and all rights under section 1542 of the Civil Code of the State of California, which is quoted below:

Civil Code section 1542

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

34. Counterparts.

This Agreement may be executed in any number of counterparts and each executed counterpart shall have the same force and effect as an original instrument.

35. Effective Date.

This Agreement shall become effective upon its execution by the parties to the Agreement, their attorneys, and the Governor of the State of California.

36. No Effect On Other Government Jurisdiction.

This Agreement has no effect whatsoever on the regulatory, environmental, or other jurisdiction of any federal, state, local, or other government entity.

37. No Admission or Effect If Agreement Not Recorded.

If this Agreement is not recorded by December 31, 1986, the Agreement will have no force or effect, and no party will have any rights, duties, claims or obligations under it.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed either individually or by its duly authorized officers on the date set forth opposite their signatures.

Dated: December 9, 1986.

CITY OF SAN RAFAEL

By Pamela J. McCreai
FOR: Mayor

Dated: December 9, 1986.

ATTEST:

Jean M. Leonard
City Clerk

Dated: December 8, 1986

CITY ATTORNEY
CITY OF SAN RAFAEL

By Gay Rappaport

Dated: 12-10, 1986.

STATE OF CALIFORNIA
STATE LANDS COMMISSISON

By Robert Hight
~~Executive Officer~~
Chief Counsel

Dated: December 14, 1986

APPROVED BY:

JOHN VAN DE KAMP
ATTORNEY GENERAL

By John Van de Kamp
Deputy Attorney General

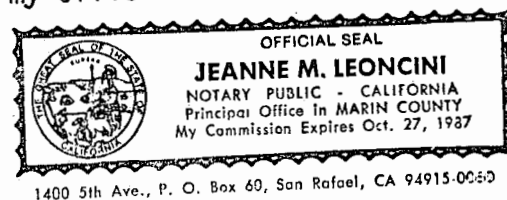
IN WITNESS WHEREOF, each party has caused this

STATE OF CALIFORNIA)
COUNTY OF MARIN) ss.

On this 9th day of DECEMBER, 1986, before me, JEANNE M. LEONCINI, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared PAMELA J. NICOLAI, personally known to me (or proved to me on the basis of satisfactory evidence) to be the City Manager of the City of San Rafael that executed the within document and acknowledged to me that said City of San Rafael did execute the same, for Mayor.

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

Jeanne M. Leoncini
JEANNE M. LEONCINI, NOTARY PUBLIC in and for
said County and State.



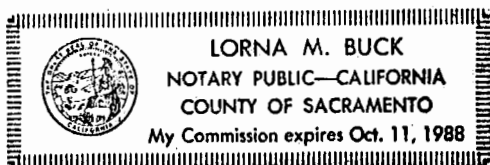
CITY OF SAN RAFAEL

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) ss.

On this 10th day of December, 1986, before me, the undersigned, a Notary Public in and for the State of California, with principal office in the County of Sacramento, personally appeared Robert Wright, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument as Chief Counsel

of the STATE LANDS COMMISSION, STATE OF CALIFORNIA, the Commission that executed the within instrument, known to be the person who executed the within instrument, on behalf of the Commission there named, and acknowledged to me that such Commission executed the within instrument pursuant to a resolution of its Commissioners.

WITNESS my hand and official seal.



Lorna M. Buck
NOTARY PUBLIC IN AND FOR THE
STATE OF CALIFORNIA

MONTECITO PROPERTIES

Dated: Dec 4, 1986

Richard G. Rosenby Partner

Dated: August 12-4, 1986

Theodore Rosenberg
Theodore Rosenberg,
a Montecito Properties Partner

Dated: 12-4, 1986

Goodman 1981 Rev Trust.
Edward Goodman
Goodman 1981 Revocable Trust,
a Montecito Properties Partner

Dated: 12/14, 1986

Mort R. Cohn, Co-Trustee
Trust of David S. Cohn, DEC.
Trust of David G. Cohn,
a Montecito Properties Partner

Dated: 12/4, 1986

Mort R. Cohn, Co-Trustee
Trust of Mary Cohn
Trust of Mary Cohn,
a Montecito Properties Partner

Dated: 12-4, 1986

Auburn Equipment & Supply
Auburn Equipment & Supply Co.
Auburn Equipment & Supply Co.
a Montecito Properties Partner

Dated: 12-4, 1986

Philip Corin by Theodore Y
Corin, his attorney in fact
Philip Corin,
a Montecito Properties Partner

Dated: 12-4, 1986

Ann Blumenfeld Corin by
Theodore Y Corin by his attorney in fact
Ann Blumenfeld Corin,
a Montecito Properties Partner

Dated: 12-4, 1986

Russell Corin by Philip Corin, his
attorney in fact by Theodore Y Corin by
his attorney in fact
Russell Corin,
a Montecito Properties Partner

ATTORNEY-IN-FACT ACKNOWLEDGMENT

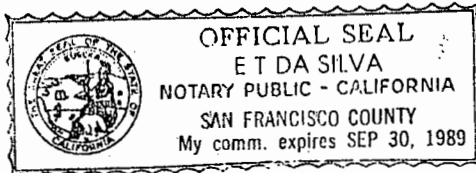
NO. 204

State of California
County of San Francisco } SS.

On this the 4th day of December 1986,
before me, the undersigned Notary Public, personally appeared
THEODORE ROSENBERG (name of attorney in fact),

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence
to be the person whose name is subscribed to the within instrument as attorney
in fact of MATTHEW CORIN (name of
person not appearing before Notary), the principal, and acknowledged to me
that he (he/~~she~~) subscribed the principal's name thereto and
his (his/~~her~~) own name as attorney in fact.

WITNESS my hand and official seal.



E. T. da Silva
Notary's Signature

7140 122

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • P.O. Box 4625 • Woodland Hills, CA 91364

ATTORNEY-IN-FACT ACKNOWLEDGMENT

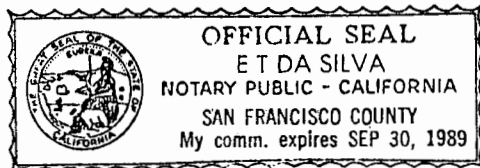
NO. 204

State of California
County of San Francisco } SS.

On this the 4th day of December 1986,
before me, the undersigned Notary Public, personally appeared
THEODORE ROSENBERG (name of attorney in fact),

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence
to be the person whose name is subscribed to the within instrument as attorney
in fact of ELISE CORIN (name of
person not appearing before Notary), the principal, and acknowledged to me
that he (he/~~she~~) subscribed the principal's name thereto and
his (his/~~her~~) own name as attorney in fact.

WITNESS my hand and official seal.



E. T. da Silva
Notary's Signature

7140 122

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • P.O. Box 4625 • Woodland Hills, CA 91364

ATTORNEY-IN-FACT ACKNOWLEDGMENT

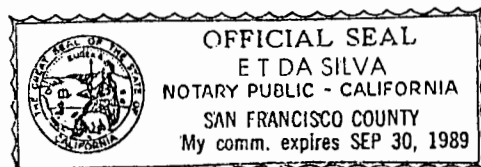
NO. 204

State of California
County of San Francisco } SS.

On this the 4th day of December 1986,
before me, the undersigned Notary Public, personally appeared
THEODORE ROSENBERG (name of attorney in fact),

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence
to be the person whose name is subscribed to the within instrument as attorney
in fact of PAULA CORIN (name of
person not appearing before Notary), the principal, and acknowledged to me
that he (he/~~she~~) subscribed the principal's name thereto and
his (his/~~her~~) own name as attorney in fact.

WITNESS my hand and official seal.



E. T. da Silva
Notary's Signature

7140 122

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • P.O. Box 4625 • Woodland Hills, CA 91364

State of CaliforniaCounty of San Francisco

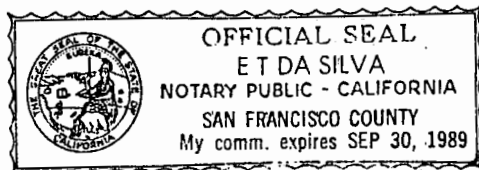
SS.

On this the 4th day of December 19 86, before me,E. T. da SILVA

the undersigned Notary Public, personally appeared

THEODORE ROSENBERG☒ personally known to me☐ proved to me on the basis of satisfactory evidenceto be the person ☒ whose name ☒ is subscribed to the within instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.

E. T. da Silva

Notary's Signature

7110 122

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • P.O. Box 4625 • Woodland Hills, CA 91364

ATTORNEY-IN-FACT ACKNOWLEDGMENT

NO. 204

State of CaliforniaCounty of San Francisco

SS.

On this the 4th day of December 19 86,

before me, the undersigned Notary Public, personally appeared

THEODORE ROSENBERG (name of attorney in fact),☒ personally known to me☐ proved to me on the basis of satisfactory evidence

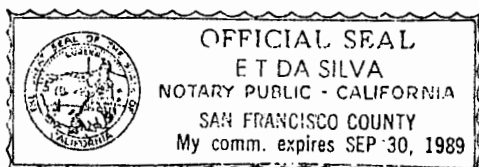
to be the person whose name is subscribed to the within instrument as attorney

in fact of PHILIP CORIN (name of

person not appearing before Notary), the principal, and acknowledged to me

that he (he/~~she~~) subscribed the principal's name thereto andhis (his/~~her~~) own name as attorney in fact.

WITNESS my hand and official seal.

E. T. da Silva

Notary's Signature

7140 122

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • P.O. Box 4625 • Woodland Hills, CA 91364

ATTORNEY-IN-FACT ACKNOWLEDGMENT

NO. 204

State of CaliforniaCounty of San Francisco

SS.

On this the 4th day of December 19 86,

before me, the undersigned Notary Public, personally appeared

THEODORE ROSENBERG (name of attorney in fact),☒ personally known to me☐ proved to me on the basis of satisfactory evidence

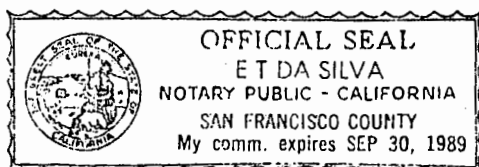
to be the person whose name is subscribed to the within instrument as attorney

in fact of RUSSELL CORIN (name of

person not appearing before Notary), the principal, and acknowledged to me

that he (he/~~she~~) subscribed the principal's name thereto andhis (his/~~her~~) own name as attorney in fact.

WITNESS my hand and official seal.

E. T. da Silva

Notary's Signature

7140 122

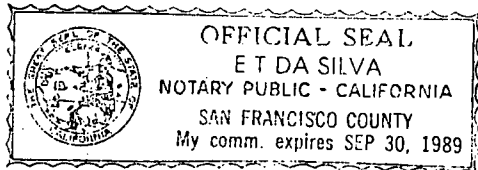
NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • P.O. Box 4625 • Woodland Hills, CA 91364

ATTORNEY-IN-FACT ACKNOWLEDGMENT

NO. 204

State of California
County of San Francisco } SS.

On this the 4th day of December 19 86,
before me, the undersigned Notary Public, personally appeared
THEODORE ROSENBERG (name of attorney in fact),
☒ personally known to me
☐ proved to me on the basis of satisfactory evidence
to be the person whose name is subscribed to the within instrument as attorney
in fact of ANN BLUMENFELD CORIN (name of
person not appearing before Notary), the principal, and acknowledged to me
that he (he/~~she~~) subscribed the principal's name thereto and
his (his/~~her~~) own name as attorney in fact.



WITNESS my hand and official seal

E. T. da Silva
Notary's Signature

Standard Brands Paint Co., Inc. of
California

Dated: December 8, 1986

By: *Al Applerose*

VICE PRESIDENT

Dated: December 8, 1986

By: *D. M. Cvetas*

Secretary for Standard Brands
Paint Co., Inc. of California

CAT. NO. NN00737
TO 21946 CA (1-83)

(Corporation)

 TICOR TITLE INSURANCE

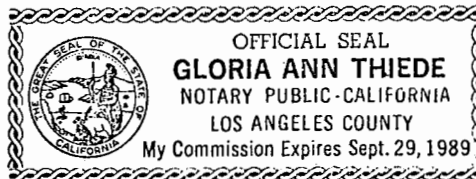
STATE OF CALIFORNIA }
COUNTY OF Los Angeles } SS.

On December 11, 1986 before me, the undersigned, a Notary Public in and for
said State, personally appeared Al Applerose
personally known to me or proved to me on the basis
of satisfactory evidence to be the person who executed
the within instrument as the Vice
President, and D. M. Cvetas

 personally known to me or
proved to me on the basis of satisfactory evidence to be
the person who executed the within instrument as the
 Secretary of the Corporation
that executed the within instrument and acknowledged
to me that such corporation executed the within instru-
ment pursuant to its by-laws or a resolution of its
board of directors.

WITNESS my hand and official seal.

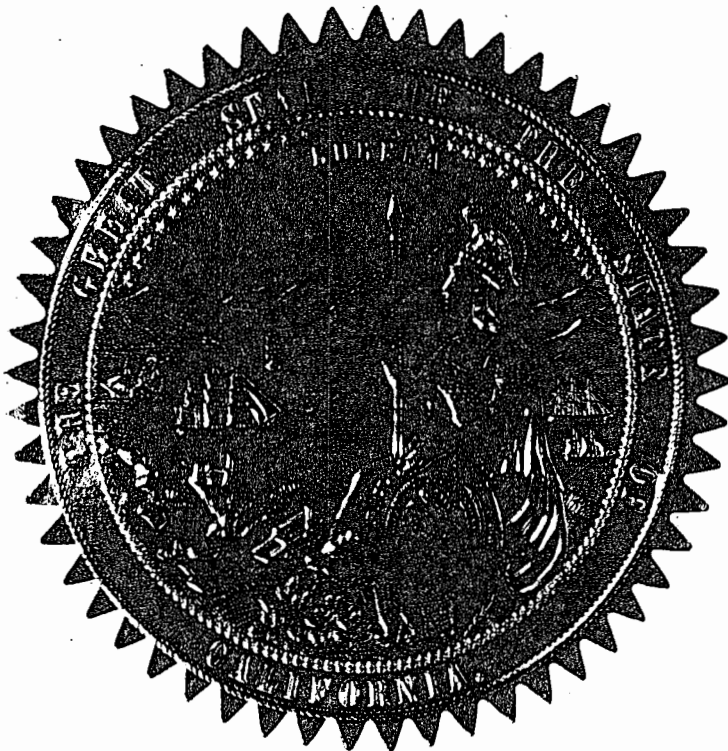
Signature *Gloria Ann Thiede*



(This area for official notarial seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

IN APPROVAL WHEREOF, I, GEORGE DEUKMEJIAN, Governor of the State of California, have set my hand and caused the Seal of the State of California to be hereunto affixed pursuant to Section 6107 of the Public Resources Code of the State of California. Given under my hand at the City of Sacramento, this 15 day of December, in the year of our Lord one thousand nine hundred and eighty-six.



George Deukmejian
GOVERNOR
STATE OF CALIFORNIA

Attest:

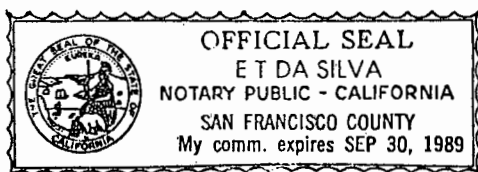
March Fong Eu
SECRETARY OF STATE
STATE OF CALIFORNIA

By Delia Self
Deputy Secretary

STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN FRANCISCO)

On this 4th day of December, 1986, before me,
E. T. da Silva, the undersigned Notary Public, personally
appeared THEODORE ROSENBERG, Partner, Montecito Properties,
personally known to me or proved to me on the basis of
satisfactory evidence to be the person who executed the
within instrument on behalf of the partnership, and acknow-
ledged to me that the partnership executed it.

WITNESS my hand and official seal.



E. T. da Silva

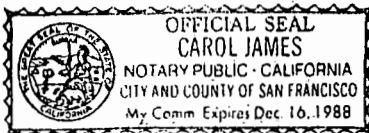
Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

On this 4th day of December, 1986, before me,
Carol James, the undersigned Notary Public, personally
appeared MORTON R. COLVIN, co-trustee of the Trust of David G. Cohn
personally known to me or proved to me on the basis of satisfactory
evidence to be the person whose name is subscribed to the
within instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.

Carol James
Notary Public

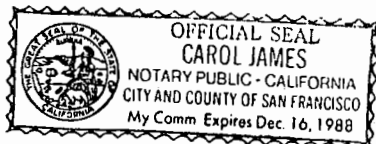


STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN FRANCISCO)

On this 4th day of December, 1986, before me,
Carol James, the undersigned Notary Public, personally
appeared MORTON R. COLVIN, Co-Trustee of the Trust of Mary Cohn
personally known to me or proved to me on the basis of satisfactory
evidence to be the person who executed the within instrument on
behalf of the partnership, and acknowledged to me that the
partnership executed it.

WITNESS my hand and official seal.

Carol James
Notary Public

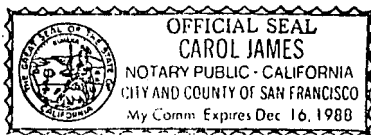


STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN FRANCISCO)

On this 4th day of December, 1986, before me,
Carol James, the undersigned Notary Public, personally
appeared EDWARD GOODMAN, Auburn Equipment & Supply Co., Partner
personally known to me or proved to me on the basis of satisfactory
evidence to be the person who executed the within instrument on
behalf of the partnership, and acknowledged to me that the
partnership executed it.

WITNESS my hand and official seal.

Carol James
Notary Public



STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN FRANCISCO)

On this 4th day of December, 1986, before me,
Carol James, the undersigned Notary Public, personally
appeared EDWARD GOODMAN for Goodman 1981 Revocable Trust
personally known to me or proved to me on the basis of satisfactory
evidence to be the person who executed the within instrument on
behalf of the partnership, and acknowledged to me that the
partnership executed it.

WITNESS my hand and official seal.

Carol James
Notary Public



TRUST TERMINATION PARCEL ONE

THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SAN RAFAEL,
COUNTY OF MARIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF GRAND AVENUE
WITH THE SOUTHERLY LINE OF THIRD STREET; THENCE ALONG THE EASTERLY
LINE OF GRAND AVENUE, S 80°45'19" W 142.68 FEET TO A POINT ON THE
NORTHWESTERLY LINE OF SECOND STREET, SAID POINT ALSO BEING THE
POINT OF BEGINNING OF THAT PARCEL OF LAND CONVEYED TO THE CITY OF
SAN RAFAEL BY DEED RECORDED MAY 11, 1971 IN BOOK 2461 OF OFFICIAL
RECORDS AT PAGE 14, MARIN COUNTY RECORDS; THENCE ALONG THE
NORTHWESTERLY LINE OF SAID PARCEL THE FOLLOWING COURSES:
N 78°45'19" E 45.32 FEET TO THE BEGINNING OF A TANGENT CURVE,
CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 215.00 FEET; THENCE
NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF
17°30'00" AN ARC DISTANCE OF 65.67; THENCE TANGENT TO SAID CURVE N
61°15'19" E 71.14 FEET TO THE BEGINNING OF A TANGENT CURVE
CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 259.00 FEET; THENCE
NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF
22°17'08" AN ARC DISTANCE OF 100.74 FEET TO THE SOUTHERLY LINE OF
THIRD STREET; THENCE ALONG SAID SOUTHERLY LINE, N 79°23'26" W
254.03 FEET TO THE POINT OF BEGINNING.

EXHIBIT A, PAGE 2

TRUST TERMINATION PARCEL TWO

THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SAN RAFAEL,
COUNTY OF MARIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF GRAND AVENUE, DISTANT THEREON S 8°45'19" W 189.50 FEET FROM THE INTERSECTION OF SAID EASTERLY LINE WITH THE SOUTHEASTERLY LINE OF THIRD STREET, SAID POINT BEING ON THE SOUTHEASTERLY LINE OF SECOND STREET, AND ALSO BEING ON THE SOUTHEASTERLY LINE OF THAT PARCEL OF LAND OCCURRING AS THE FIRST MENTIONED EXCEPTION TO PARCEL ONE AS DELINEATED IN THAT DEED RECORDED MAY 24, 1973 IN BOOK 2689 OF OFFICIAL RECORDS AT PAGE 116, MARIN COUNTY RECORDS; THENCE ALONG SAID EASTERLY LINE AND ALSO ALONG THE EASTERLY LINE OF THAT PARCEL OF LAND CONVEYED TO MARIN MUNICIPAL WATER DISTRICT, BY DEED RECORDED JULY 22, 1927 IN BOOK 123 OF DEEDS AT PAGE 242, MARIN COUNTY RECORDS S 8°45'19" W 261.11 FEET; THENCE S 70°15'17" E 0.12 FEET; THENCE N 23°24'15" E 23.44 FEET; THENCE S 78°24'06" E 137.99 FEET; THENCE N 88°47'38" E 13.30 FEET; THENCE S 72°34'07" E 20.76 FEET; THENCE N 86°41'12" E 17.13 FEET; THENCE N 85°52'18" E 8.61 FEET; THENCE S 72°41'26" E 16.10 FEET; THENCE S 76°13'24" E 17.13 FEET; THENCE S 70°25'16" E 19.50 FEET TO THE WESTERLY LINE OF THE PARCEL OF LAND CONVEYED TO GEORGE H. LEWIS REALITY CO., BY DEED RECORDED DECEMBER 2, 1957 IN BOOK 1157 OF OFFICIAL RECORDS AT PAGE 29, MARIN COUNTY RECORDS; THENCE ALONG SAID WESTERLY LINE N 15°08'36" E 396.73 FEET TO A POINT ON THE AFORESAID SOUTHEASTERLY LINE OF SECOND STREET, SAID POINT ALSO BEING A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 215.00 FEET, AND FROM WHICH A RADIAL LINE BEARS S 4°43'19" W; THENCE SOUTHWESTERLY ALONG SAID CURVE, AND ALONG SAID SOUTHEASTERLY LINE OF SECOND STREET THROUGH A CENTRAL ANGLE OF 33°28'06" AN ARC DISTANCE OF 125.59 FEET; THENCE SOUTHWESTERLY TANGENT TO SAID CURVE S 61°15'19" W 71.14 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 259.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°30'00" AN ARC DISTANCE OF 79.11 FEET; THENCE TANGENT TO SAID CURVE S 78°45'19" W 61.33 FEET TO THE POINT OF BEGINNING.

revision 1

TRUST TERMINATION PARCEL THREE

THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SAN RAFAEL,
COUNTY OF MARIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF THIRD STREET,
DISTANT THEREON S 79°23'26" E 273.36 FEET AND S 63°17'12" E 169.26
FEET FROM THE INTERSECTION OF SAID SOUTHWESTERLY LINE WITH THE
EASTERLY LINE OF GRAND AVENUE, SAID POINT ALSO BEING ON THE
EASTERLY LINE OF THE PARCEL OF LAND CONVEYED TO GEORGE H. LEWIS
REALITY CO., BY DEED RECORDED DECEMBER 2, 1957 IN BOOK 1157 OF
OFFICIAL RECORDS AT PAGE 29, MARIN COUNTY RECORDS; THENCE ALONG
SAID SOUTHWESTERLY LINE OF THIRD STREET S 62°59'20" E 637.54 FEET TO
THE EASTERLY LINE OF THE PARCEL OF LAND CONVEYED TO THE CITY OF
SAN RAFAEL, BY DEED RECORDED AUGUST 27, 1943 IN BOOK 452 OF
OFFICIAL RECORDS AT PAGE 107, MARIN COUNTY RECORDS; THENCE ALONG
SAID EASTERLY LINE S 17°07'19" W 263.59 FEET TO THE NORTHERLY LINE
OF THE PARCEL OF LAND CONVEYED TO THE CITY OF SAN RAFAEL, BY DEED
RECORDED AUGUST 8, 1960 IN BOOK 1388 OF OFFICIAL RECORDS AT PAGE
411, MARIN COUNTY RECORDS; THENCE ALONG SAID NORTHERLY LINE
N 72°52'41" W 25.00 FEET TO THE WESTERLY LINE OF SAID PARCEL; THENCE
ALONG SAID WESTERLY LINE S 17°07'19" W 22.15 FEET; THENCE
N 75°14'55" W 28.51 FEET; THENCE N 70°32'14" W 48.83 FEET; THENCE
N 72°03'03" W 36.93 FEET; THENCE N 68°27'51" W 35.66 FEET; THENCE
N 77°21'19" W 24.67 FEET; THENCE N 73°12'00" W 40.90 FEET; THENCE
N 70°28'23" W 51.61 FEET; THENCE N 71°30'54" W 54.44 FEET; THENCE
N 79°53'45" W 37.28 FEET; THENCE S 88°45'24" W 5.99 FEET; THENCE
N 71°34'16" W 30.31 FEET; THENCE N 85°24'40" W 12.25 FEET; THENCE
N 70°35'00" W 49.10 FEET; THENCE N 76°42'46" W 33.03 FEET; THENCE
N 72°30'48" W 42.04 FEET; THENCE N 76°08'40" W 20.00 FEET; THENCE
N 89°04'35" W 19.23 FEET; THENCE N 28°12'59" W 14.74 FEET; THENCE
S 11°49'52" W 10.78 FEET; THENCE N 70°25'16" W 10.72 FEET TO A POINT
ON THE EASTERLY LINE OF THE AFORESAID PARCEL OF LAND CONVEYED TO
GEORGE H. LEWIS REALITY CO.; THENCE ALONG SAID EASTERLY LINE
N 15°06'50" E 404.88 FEET TO THE POINT OF BEGINNING.

revision 1

TRUST TERMINATION PARCEL FOUR

THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SAN RAFAEL, COUNTY OF MARIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE FORMER SOUTHERLY LINE OF THIRD STREET, DISTANT THEREON S 79°23'26" E 273.36 FEET AND S 63°17'12" E 30.00 FEET FROM THE INTERSECTION OF SAID SOUTHERLY LINE WITH THE EASTERLY LINE OF GRAND AVENUE, SAID POINT ALSO BEING ON THE WESTERLY LINE OF THE PARCEL OF LAND CONVEYED TO GEORGE H. LEWIS REALITY CO., BY DEED RECORDED DECEMBER 2, 1957 IN BOOK 1157 OF OFFICIAL RECORDS AT PAGE 29, MARIN COUNTY RECORDS; THENCE ALONG SAID WESTERLY LINE S 15°08'36" W 422.21 FEET; THENCE S 70°25'18" E 137.05 FEET TO THE EASTERLY LINE OF THE AFORESAID PARCEL OF LAND CONVEYED TO GEORGE H. LEWIS REALITY CO.; THENCE ALONG SAID EASTERLY LINE N 15°06'50" E 404.88 FEET TO THE SOUTHEASTERLY LINE OF THIRD STREET; THENCE ALONG SAID SOUTHERLY LINE N 63°17'12" W 139.26 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL LYING WITHIN THE RIGHT OF WAY OF SECOND AND THIRD STREETS:

BEGINNING AT A POINT ON THE FORMER SOUTHERLY LINE OF THIRD STREET, DISTANT THEREON S 79°23'26" E 273.36 FEET AND S 63°17'12" E 30.00 FEET FROM THE INTERSECTION OF SAID SOUTHERLY LINE WITH THE EASTERLY LINE OF GRAND AVENUE, SAID POINT ALSO BEING ON THE WESTERLY LINE OF THE PARCEL OF LAND CONVEYED TO GEORGE H. LEWIS REALITY CO., BY DEED RECORDED DECEMBER 2, 1957 IN BOOK 1157 OF OFFICIAL RECORDS AT PAGE 29, MARIN COUNTY RECORDS; THENCE ALONG SAID WESTERLY LINE S 15°08'36" W 25.48 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 215.00 FEET, AND FROM WHICH A RADIAL LINE BEARS S 4°43'18" W; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 2°10'22" AN ARC DISTANCE OF 8.15 FEET TO A POINT ON A TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 372.41 FEET, AND FROM WHICH A RADIAL LINE BEARS S 6°53'40" W; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°49'08" AN ARC DISTANCE OF 128.82 FEET TO A POINT ON THE FORMER SOUTHERLY LINE OF THIRD STREET; THENCE ALONG SAID SOUTHERLY LINE N 63°17'12" W 138.99 FEET TO THE POINT OF BEGINNING.

GRANTED LANDS PARCEL ONE

THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SAN RAFAEL,
COUNTY OF MARIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF THAT PARCEL OF LAND
CONVEYED TO MARIN MUNICIPAL WATER DISTRICT, BY DEED RECORDED JULY
22, 1927 IN BOOK 123 OF DEEDS AT PAGE 242, MARIN COUNTY RECORDS,
DISTANT THEREON AND ALONG THE EASTERLY LINE OF GRAND AVENUE
S 80°45'19" W 450.61 FEET FROM THE INTERSECTION OF SAID EASTERLY LINE
OF GRAND AVENUE WITH THE SOUTHEASTERLY LINE OF THIRD STREET; THENCE
S 70°15'17" E 0.12 FEET; THENCE N 23°24'15" E 23.44 FEET; THENCE
S 78°24'06" E 137.99 FEET; THENCE N 88°47'38" E 13.30 FEET; THENCE
S 72°34'07" E 20.76 FEET; THENCE N 86°41'12" E 17.13 FEET; THENCE
N 85°52'18" E 8.61 FEET; THENCE S 72°41'26" E 16.10 FEET; THENCE
S 76°13'24" E 17.13 FEET; THENCE S 70°25'16" E 19.50 FEET TO
A POINT ON THE WESTERLY LINE OF THAT PARCEL OF LAND CONVEYED TO
GEORGE H. LEWIS REALITY CO., BY DEED RECORDED DECEMBER 2, 1957 IN
BOOK 1157 OF OFFICIAL RECORDS AT PAGE 29, MARIN COUNTY RECORDS,
SAID POINT BEING DISTANT ALONG SAID WESTERLY LINE S 15°08'36" W
396.73 FEET FROM THE SOUTHEASTERLY LINE OF SECOND STREET; THENCE
ALONG SAID WESTERLY LINE S 15°08'36" W 46.19 FEET TO NORTHERLY
LINE OF THAT PARCEL OF LAND CONVEYED TO THE CITY OF SAN RAFAEL, BY
DEED RECORDED MARCH 3, 1920 IN BOOK 211 OF DEEDS AT PAGE 398,
MARIN COUNTY RECORDS; THENCE ALONG SAID NORTHERLY LINE N 74°42'11" W
251.28 FEET TO THE EASTERLY LINE OF THE AFORESAID MARIN
MUNICIPAL WATER DISTRICT PARCEL; THENCE ALONG SAID LINE N 80°45'19" E
4.35 FEET TO THE POINT OF BEGINNING.

GRANTED LANDS PARCEL TWO

THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SAN RAFAEL,
COUNTY OF MARIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF THAT PARCEL OF LAND
CONVEYED TO GEORGE H. LEWIS REALITY CO., BY DEED RECORDED DECEMBER
2, 1957 IN BOOK 1157 OF OFFICIAL RECORDS AT PAGE 29, MARIN COUNTY
RECORDS, DISTANT THEREON S 15°06'50" W 404.88 FEET FROM THE
SOUTHERLY LINE OF THIRD STREET; THENCE ALONG SAID EASTERLY LINE
S 15°06'50" W 35.96 FEET TO THE NORTHERLY LINE OF THAT PARCEL OF
LAND CONVEYED TO THE CITY OF SAN RAFAEL, BY DEED RECORDED MARCH 3,
1920 IN BOOK 211 OF DEEDS AT PAGE 398, MARIN COUNTY RECORDS;
THENCE ALONG SAID NORTHERLY LINE AND ALONG THE NORTHERLY LINE OF
THAT PARCEL OF LAND CONVEYED TO THE CITY OF SAN RAFAEL, BY DEED
RECORDED MARCH 10, 1920 IN BOOK 211 OF DEEDS AT PAGE 440, MARIN
COUNTY RECORDS S 74°42'11" E 587.92 FEET TO THE WESTERLY LINE OF
THAT PARCEL OF LAND CONVEYED TO THE CITY OF SAN RAFAEL, BY DEED
RECORDED AUGUST 8, 1960 IN BOOK 1388 OF OFFICIAL RECORDS AT PAGE
411, MARIN COUNTY RECORDS; THENCE ALONG SAID WESTERLY LINE
N 17°07'19" E 26.61 FEET TO A POINT WHICH IS DISTANT THEREON,
S 17°07'19" W 22.15 FEET FROM THE NORTHERLY LINE OF SAID PARCEL;
THENCE N 75°14'56" W 28.51 FEET; THENCE N 70°32'14" W 48.83
FEET; THENCE N 72°03'03" W 36.93 FEET; THENCE N 68°27'51" W 35.66
FEET; THENCE N 77°21'19" W 24.67 FEET; THENCE N 73°12'00" W
40.90 FEET; THENCE N 70°28'23" W 51.61 FEET; THENCE N 71°30'54" W
54.44 FEET; THENCE N 79°53'45" W 37.28 FEET; THENCE S 88°45'24" W
5.99 FEET; THENCE N 71°34'16" W 30.31 FEET; THENCE N 85°24'40" W
12.25 FEET; THENCE N 70°35'00" W 49.10 FEET; THENCE N 76°42'46" W
33.03 FEET; THENCE N 72°30'48" W 42.04 FEET; THENCE N 76°08'40" W
20.00 FEET; THENCE N 89°04'35" W 19.23 FEET; THENCE N 28°12'59" W
14.74 FEET; THENCE S 11°49'52" W 10.78 FEET; THENCE N 70°25'16" W
10.72 FEET TO THE POINT OF BEGINNING.

GRANTED LANDS PARCEL THREE

THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SAN RAFAEL,
COUNTY OF MARIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF THAT PARCEL OF LAND
CONVEYED TO GEORGE H. LEWIS REALITY CO., BY DEED RECORDED DECEMBER
2, 1957 IN BOOK 1157 OF OFFICIAL RECORDS AT PAGE 29, MARIN COUNTY
RECORDS, DISTANT THEREON S 15°06'50" W 404.88 FEET FROM THE
SOUTHERLY LINE OF THIRD STREET; THENCE ALONG SAID EASTERLY LINE
S 15°06'50" W 35.96 FEET TO THE NORTHERLY LINE OF THAT PARCEL OF
LAND CONVEYED TO THE CITY OF SAN RAFAEL, BY DEED RECORDED MARCH 3,
1920 IN BOOK 211 OF DEEDS AT PAGE 398, MARIN COUNTY RECORDS;
THENCE ALONG SAID NORTHERLY LINE N 74°42'11" W 136.66 FEET TO A
POINT ON THE WESTERLY LINE OF THE AFORESAID GEORGE H. LEWIS
REALITY CO. PARCEL; THENCE ALONG SAID WESTERLY LINE N 15°08'36" E
46.19 FEET TO A POINT DISTANT THEREON S 15°08'36" W 422.21
FEET FROM THE FORMER SOUTHWESTERLY LINE OF THIRD STREET; THENCE
S 70°25'16" E 137.05 FEET TO THE POINT OF BEGINNING.

revision 1

PUBLIC PEDESTRIAN EASEMENT ONE

A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN USES, SITUATE IN THE CITY OF SAN RAFAEL, COUNTY OF MARIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF GRAND AVENUE, DISTANT THEREON S 80°45'19" W 189.50 FEET FROM THE INTERSECTION OF SAID EASTERLY LINE WITH THE SOUTHEASTERLY LINE OF THIRD STREET, SAID POINT ALSO BEING ON THE SOUTHEASTERLY LINE OF SECOND STREET; THENCE ALONG SAID EASTERLY LINE OF GRAND AVENUE AND ALONG THE EASTERLY LINE OF THAT PARCEL OF LAND CONVEYED TO MARIN MUNICIPAL WATER DISTRICT, BY DEED RECORDED JULY 22, 1927 IN BOOK 123 OF DEEDS AT PAGE 242, MARIN COUNTY RECORDS S 80°45'19" W 261.11 FEET; THENCE S 70°15'17" E 0.12 FEET; THENCE N 23°24'15" E 19.29 FEET TO A POINT ON A LINE WHICH IS DISTANT 5.00 FEET AT A RIGHT ANGLE FROM THE AFORESAID EASTERLY LINE OF THAT PARCEL CONVEYED TO MARIN MUNICIPAL WATER DISTRICT AND WHICH IS ALSO DISTANT 5.00 FEET AT A RIGHT ANGLE FROM THE AFORESAID EASTERLY LINE OF GRAND AVENUE; THENCE ALONG SAID LINE N 80°45'19" E 244.29 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SECOND STREET; THENCE ALONG SAID LINE S 78°45'19" W 5.32 FEET TO THE POINT OF BEGINNING.

PUBLIC PEDESTRIAN EASEMENT TWO

A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN USES, SITUATE IN THE CITY OF SAN RAFAEL, COUNTY OF MARIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF THE PARCEL OF LAND CONVEYED TO GEORGE H. LEWIS REALITY CO., BY DEED RECORDED DECEMBER 2, 1957 IN BOOK 1157 OF OFFICIAL RECORDS AT PAGE 29, MARIN COUNTY RECORDS DISTANT THEREON S 15°08'36" W 384.16 FEET FROM THE INTERSECTION OF SAID LINE WITH THE SOUTHEASTERLY LINE OF THAT PARCEL OF LAND OCCURRING AS THE FIRST MENTIONED EXCEPTION TO PARCEL ONE AS DELINEATED IN THAT DEED RECORDED MAY 24, 1973 IN BOOK 2689 OF OFFICIAL RECORDS AT PAGE 116, MARIN COUNTY RECORDS; THENCE N 74°42'11" W 252.83 FEET TO A POINT WHICH IS AT A RIGHT ANGLE DISTANT FIVE FEET FROM THE EASTERLY LINE OF THAT PARCEL OF LAND CONVEYED TO MARIN MUNICIPAL WATER DISTRICT, BY DEED RECORDED JULY 22, 1927 IN BOOK 123 OF DEEDS AT PAGE 242, MARIN COUNTY RECORDS; THENCE S 8°45'19" W 35.57 FEET ALONG A LINE PARALLEL TO THE AFORESAID EASTERLY LINE; THENCE N 23°24'15" E 4.15 FEET; THENCE S 78°24'06" E 137.99 FEET; THENCE N 88°47'38" E 13.30 FEET; THENCE S 72°34'07" E 20.76 FEET; THENCE N 86°41'12" E 17.13 FEET; THENCE N 85°52'18" E 8.61 FEET; THENCE S 72°41'26" E 16.10 FEET; THENCE S 76°13'24" E 17.13 FEET; THENCE S 70°25'16" E 19.50 FEET TO A POINT ON THE AFORESAID WESTERLY LINE OF THAT PARCEL OF LAND CONVEYED TO GEORGE H. LEWIS REALITY CO. THENCE; ALONG SAID WESTERLY LINE N 15°08'36" E 12.57 FEET TO THE POINT OF BEGINNING.

revision 2

PUBLIC PEDESTRIAN EASEMENT THREE

A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN USES, SITUATE IN THE CITY OF SAN RAFAEL, COUNTY OF MARIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF THE PARCEL OF LAND CONVEYED TO GEORGE H. LEWIS REALITY CO., BY DEED RECORDED DECEMBER 2, 1957 IN BOOK 1157 OF OFFICIAL RECORDS AT PAGE 29, MARIN COUNTY RECORDS, DISTANT THEREON S 15°06'50" W 382.08 FEET FROM THE INTERSECTION OF SAID LINE WITH THE SOUTHWESTERLY LINE OF THIRD STREET; THENCE S 74°42'11" E 589.98 FEET TO A POINT ON THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF THAT PARCEL OF LAND CONVEYED TO THE CITY OF SAN RAFAEL, BY DEED RECORDED AUGUST 8, 1960 IN BOOK 1388 OF OFFICIAL RECORDS AT PAGE 411, MARIN COUNTY RECORDS; THENCE ALONG SAID PROLONGATION AND ALONG SAID WESTERLY LINE S 17°07'19" W 32.18 FEET TO A POINT WHICH IS DISTANT THEREON S 17°07'19" W 22.15 FEET FROM THE NORTHERLY LINE OF SAID PARCEL; THENCE N 75°14'56" W 28.51 FEET; THENCE N 70°32'14" W 48.83 FEET; THENCE N 72°03'03" W 36.93 FEET; THENCE N 68°27'51" W 35.66 FEET; THENCE N 77°21'19" W 24.67 FEET; THENCE N 73°12'00" W 40.90 FEET; THENCE N 70°28'23" W 51.61 FEET; THENCE N 71°30'54" W 54.44 FEET; THENCE N 79°53'45" W 37.28 FEET; THENCE S 88°45'24" W 5.99 FEET; THENCE N 71°34'16" W 30.31 FEET; THENCE N 85°24'40" W 12.25 FEET; THENCE N 70°35'00" W 49.10 FEET; THENCE N 76°42'46" W 33.03 FEET; THENCE N 72°30'48" W 42.04 FEET; THENCE N 76°08'40" W 20.00 FEET; THENCE N 89°04'35" W 19.23 FEET; THENCE N 28°12'59" W 14.74 FEET; THENCE S 11°49'52" W 10.78 FEET; THENCE N 70°25'16" W 10.72 FEET TO THE EASTERLY LINE OF THE AFORESAID GEORGE H. LEWIS REALITY CO. PARCEL; THENCE ALONG SAID EASTERLY LINE N 15°06'50" W 22.80 TO THE POINT OF BEGINNING.

revision 2

PUBLIC PEDESTRIAN EASEMENT FOUR

A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN USES, SITUATE IN THE CITY OF SAN RAFAEL, COUNTY OF MARIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF THE PARCEL OF LAND CONVEYED TO GEORGE H. LEWIS REALITY CO., BY DEED RECORDED DECEMBER 2, 1957 IN BOOK 1157 OF OFFICIAL RECORDS AT PAGE 29, MARIN COUNTY RECORDS, DISTANT THEREON S 15°08'36" W 384.16 FEET FROM THE INTERSECTION OF SAID LINE WITH THE SOUTHEASTERLY LINE OF THAT PARCEL OF LAND OCCURRING AS THE FIRST MENTIONED EXCEPTION TO PARCEL ONE AS DELINEATED IN THAT DEED RECORDED MAY 24, 1973 IN BOOK 2689 OF OFFICIAL RECORDS AT PAGE 116, MARIN COUNTY RECORDS; THENCE S 74°42'11" E 136.63 FEET TO A POINT ON THE EASTERLY LINE OF SAID GEORGE H. LEWIS REALITY CO. PARCEL BEING DISTANT ALONG SAID EASTERLY LINE S 15°06'50" W 382.08 FEET FROM THE INTERSECTION OF SAID LINE AND THE SOUTHERLY LINE OF THIRD STREET; THENCE ALONG SAID EASTERLY LINE S 15°06'50" W 22.80 FEET; THENCE N 70°25'16" W 137.05 FEET TO THE AFORESAID WESTERLY LINE OF THE GEORGE H. LEWIS REALITY PARCEL; THENCE ALONG SAID LINE WESTERLY N 15°08'36" E 12.57 FEET TO THE POINT OF BEGINNING.

revision 2

EXHIBIT D



MONTECITO-TRUST
TERMINATION

PARCEL ONE

MONTECITO-TRUST
TERMINATION
PARCEL TWO

STANDARD
BRANDS
TRUST

MONTECITO-TRUST
TERMINATION
PARCEL THREE

TERMINATION

PARCEL
FOUR

-B-

ONE

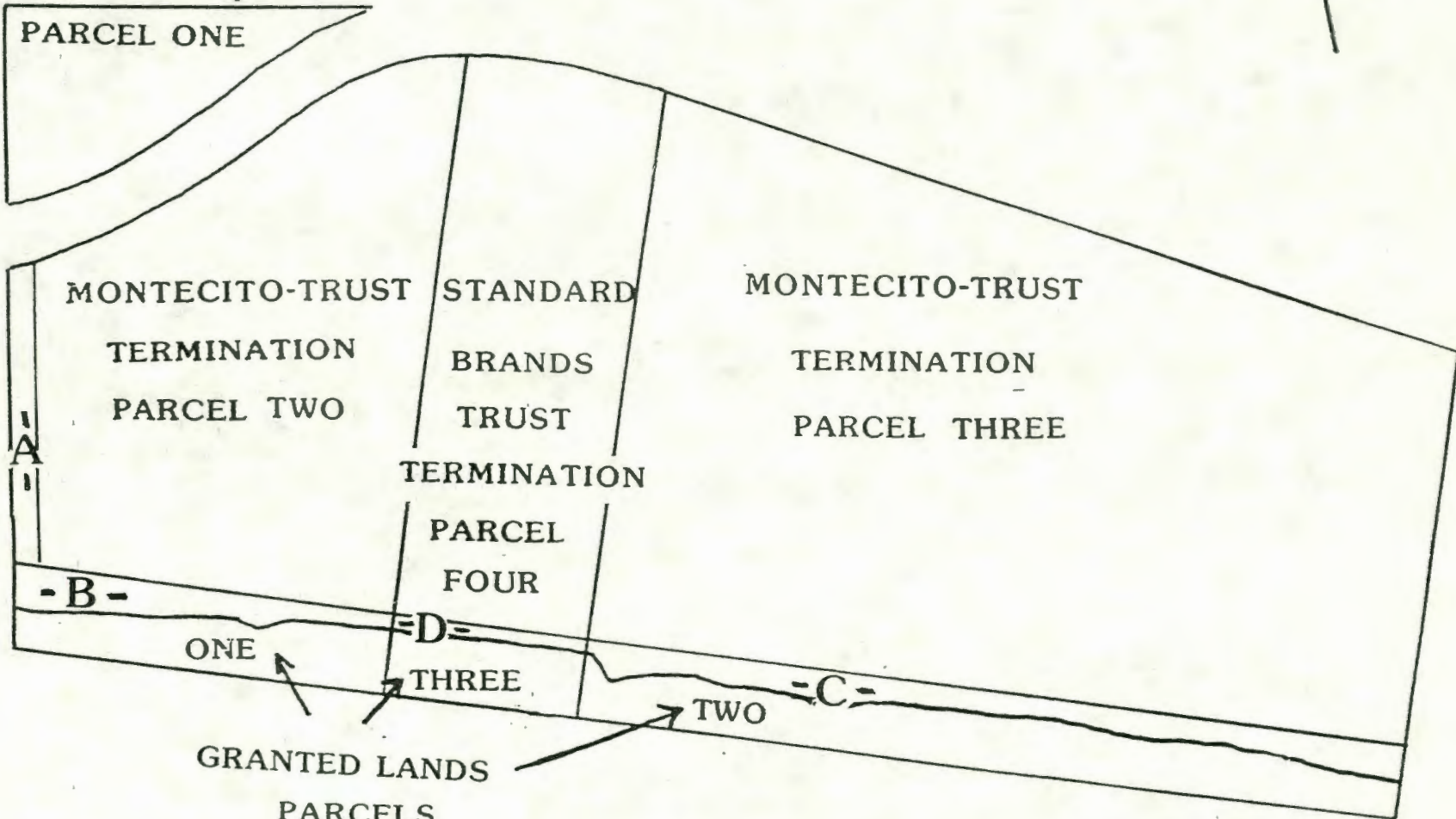
THREE

TWO

-C-

GRANTED LANDS
PARCELS

PUBLIC PEDESTRIAN EASEMENT
PARCEL ONE -A, TWO -B, THREE-C, FOUR-D



RECORDED AT THE REQUEST OF.

WHEN RECORDED MAIL TO.

STATE OF CALIFORNIA - OFFICIAL BUSINESS

Document entitled to free recordation

pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**STATE OF CALIFORNIA
PATENT AND
TRUST TERMINATION
(Sovereign Exchange)**

35, The State Lands Commission, by its Calendar Item, No. 35, duly passed at its regular public meeting on November 20, 1986 at Sacramento, California, after notice pursuant to the requirements of law, approved an agreement between the State Lands Commission, acting for the State of California, the City of San Rafael, and the PATENTEE identified below. The agreement provides, among other things, that all right, title, and interest of the State of California under the jurisdiction of the State Lands Commission in and to the PATENT PARCELS described below, is to be patented by the STATE to PATENTEE in exchange for a payment of monies into a Land Bank Fund established by the State Lands Commission and the City of San Rafael acting as trustee pursuant to Chapter 83, Statutes of 1923, as amended. Full payment has been, or prior to delivery of this patent will be made to the State of California and the City of San Rafael as provided by the terms of the agreement. Upon the performance of Patentee's obligations under the agreement, PATENTEE is entitled to this Patent.

NOW, THEREFORE, the State of California quitclaims to MONTECITO PROPERTIES (a co-partnership consisting of Theodore Rosenberg, Edward Goodman, David Cohn, Abe Blumenfeld, Gordon Blumenfeld and Philip Corin) identified herein as PATENTEE any right, title, and interest of the State of California owned by virtue of its sovereignty in and to the real property in the City of San Rafael, County of Marin, California, more particularly described in the DESCRIPTION OF PATENT PARCELS, which is attached to and incorporated in this Patent.

The State Lands Commission has found and declared that the PATENT PARCELS have been filled and reclaimed; that they have thereby been excluded from the public channels and are no longer available or useful or susceptible of being used for water-dependent commerce, navigation, and fisheries. The PATENT PARCELS are hereby forever freed from the public trust for commerce, navigation and fisheries.

This Sovereign Lands Patent and Trust Termination shall become effective upon its recordation in the Official Records of the County Recorder of the County of Marin.

IN TESTIMONY WHEREOF, I, GEORGE DEUKMEJIAN,

Governor of the State of California, have caused these Letters to be made Patent, and the seal of the State of California to be hereunto affixed.

Given under my hand at the City of Sacramento, this

the _____ day of _____ in
the year of our Lord one thousand nine hundred
and _____.

Governor

Attest: _____

Secretary of State

Countersigned: _____

Executive Officer, State Lands Commission

Description of PATENT PARCEL attached

DESCRIPTION OF PATENT PARCELS, PAGE -1

TRUST TERMINATION PARCEL ONE

THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SAN RAFAEL,
COUNTY OF MARIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF GRAND AVENUE
WITH THE SOUTHERLY LINE OF THIRD STREET; THENCE ALONG THE EASTERLY
LINE OF GRAND AVENUE, S 8°45'19" W 142.68 FEET TO A POINT ON THE
NORTHWESTERLY LINE OF SECOND STREET, SAID POINT ALSO BEING THE
POINT OF BEGINNING OF THAT PARCEL OF LAND CONVEYED TO THE CITY OF
SAN RAFAEL BY DEED RECORDED MAY 11, 1971 IN BOOK 2461 OF OFFICIAL
RECORDS AT PAGE 14, MARIN COUNTY RECORDS; THENCE ALONG THE
NORTHWESTERLY LINE OF SAID PARCEL THE FOLLOWING COURSES:
N 78°45'19" E 45.32 FEET TO THE BEGINNING OF A TANGENT CURVE,
CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 215.00 FEET; THENCE
NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF
17°30'00" AN ARC DISTANCE OF 65.67; THENCE TANGENT TO SAID CURVE N
61°15'19" E 71.14 FEET TO THE BEGINNING OF A TANGENT CURVE
CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 259.00 FEET; THENCE
NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF
22°17'08" AN ARC DISTANCE OF 100.74 FEET TO THE SOUTHERLY LINE OF
THIRD STREET; THENCE ALONG SAID SOUTHERLY LINE, N 79°23'26" W
254.03 FEET TO THE POINT OF BEGINNING.

DESCRIPTION OF PATENT PARCELS, PAGE 2

TRUST TERMINATION PARCEL TWO

THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SAN RAFAEL,
COUNTY OF MARIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF GRAND AVENUE, DISTANT
THEREON S 80°45'19" W 189.50 FEET FROM THE INTERSECTION OF SAID
EASTERLY LINE WITH THE SOUTHEASTERLY LINE OF THIRD STREET, SAID POINT
BEING ON THE SOUTHEASTERLY LINE OF SECOND STREET, AND ALSO BEING
ON THE SOUTHEASTERLY LINE OF THAT PARCEL OF LAND OCCURRING
AS THE FIRST MENTIONED EXCEPTION TO PARCEL ONE AS DELINEATED IN
THAT DEED RECORDED MAY 24, 1973 IN BOOK 2689 OF OFFICIAL RECORDS
AT PAGE 116, MARIN COUNTY RECORDS; THENCE ALONG SAID EASTERLY
LINE AND ALSO ALONG THE EASTERLY LINE OF THAT PARCEL OF LAND
CONVEYED TO MARIN MUNICIPAL WATER DISTRICT, BY DEED RECORDED JULY
22, 1927 IN BOOK 123 OF DEEDS AT PAGE 242, MARIN COUNTY RECORDS
S 80°45'19" W 261.11 FEET; THENCE S 70°15'17" E 0.12 FEET; THENCE
N 23°24'15" E 23.44 FEET; THENCE S 78°24'06" E 137.99 FEET; THENCE
N 88°47'38" E 13.30 FEET; THENCE S 72°34'07" E 20.76 FEET; THENCE
N 86°41'12" E 17.13 FEET; THENCE N 85°52'18" E 8.61 FEET; THENCE
S 72°41'26" E 16.10 FEET; THENCE S 76°13'24" E 17.13 FEET; THENCE
S 70°25'16" E 19.50 FEET TO THE WESTERLY LINE OF THE PARCEL OF LAND
CONVEYED TO GEORGE H. LEWIS REALITY CO., BY DEED RECORDED DECEMBER
2, 1957 IN BOOK 1157 OF OFFICIAL RECORDS AT PAGE 29, MARIN COUNTY
RECORDS; THENCE ALONG SAID WESTERLY LINE N 15°08'36" E 396.73
FEET TO A POINT ON THE AFORESAID SOUTHEASTERLY LINE OF SECOND STREET, SAID
POINT ALSO BEING A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING
A RADIUS OF 215.00 FEET, AND FROM WHICH A RADIAL LINE BEARS
S 4°43'19" W; THENCE SOUTHWESTERLY ALONG SAID CURVE, AND ALONG
SAID SOUTHEASTERLY LINE OF SECOND STREET THROUGH A CENTRAL ANGLE
OF 33°28'06" AN ARC DISTANCE OF 125.59 FEET; THENCE SOUTHWESTERLY
TANGENT TO SAID CURVE S 61°15'19" W 71.14 FEET TO THE BEGINNING OF
A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 259.00
FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL
ANGLE OF 17°30'00" AN ARC DISTANCE OF 79.11 FEET; THENCE TANGENT
TO SAID CURVE S 78°45'19" W 61.33 FEET TO THE POINT OF BEGINNING.

revision 1

TRUST TERMINATION PARCEL THREE

THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SAN RAFAEL, COUNTY OF MARIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF THIRD STREET, DISTANT THEREON S 79°23'26" E 273.36 FEET AND S 63°17'12" E 169.26 FEET FROM THE INTERSECTION OF SAID SOUTHWESTERLY LINE WITH THE EASTERLY LINE OF GRAND AVENUE, SAID POINT ALSO BEING ON THE EASTERLY LINE OF THE PARCEL OF LAND CONVEYED TO GEORGE H. LEWIS REALITY CO., BY DEED RECORDED DECEMBER 2, 1957 IN BOOK 1157 OF OFFICIAL RECORDS AT PAGE 29, MARIN COUNTY RECORDS; THENCE ALONG SAID SOUTHWESTERLY LINE OF THIRD STREET S 62°59'20" E 637.54 FEET TO THE EASTERLY LINE OF THE PARCEL OF LAND CONVEYED TO THE CITY OF SAN RAFAEL, BY DEED RECORDED AUGUST 27, 1943 IN BOOK 452 OF OFFICIAL RECORDS AT PAGE 107, MARIN COUNTY RECORDS; THENCE ALONG SAID EASTERLY LINE S 17°07'19" W 263.59 FEET TO THE NORTHERLY LINE OF THE PARCEL OF LAND CONVEYED TO THE CITY OF SAN RAFAEL, BY DEED RECORDED AUGUST 8, 1960 IN BOOK 1388 OF OFFICIAL RECORDS AT PAGE 411, MARIN COUNTY RECORDS; THENCE ALONG SAID NORTHERLY LINE N 72°52'41" W 25.00 FEET TO THE WESTERLY LINE OF SAID PARCEL; THENCE ALONG SAID WESTERLY LINE S 17°07'19" W 22.15 FEET; THENCE N 75°14'55" W 28.51 FEET; THENCE N 70°32'14" W 48.83 FEET; THENCE N 72°03'03" W 36.93 FEET; THENCE N 68°27'51" W 35.66 FEET; THENCE N 77°21'19" W 24.67 FEET; THENCE N 73°12'00" W 40.90 FEET; THENCE N 70°28'23" W 51.61 FEET; THENCE N 71°30'54" W 54.44 FEET; THENCE N 79°53'45" W 37.28 FEET; THENCE S 88°45'24" W 5.99 FEET; THENCE N 71°34'16" W 30.31 FEET; THENCE N 85°24'40" W 12.25 FEET; THENCE N 70°35'00" W 49.10 FEET; THENCE N 76°42'46" W 33.03 FEET; THENCE N 72°30'48" W 42.04 FEET; THENCE N 76°08'40" W 20.00 FEET; THENCE N 89°04'35" W 19.23 FEET; THENCE N 28°12'59" W 14.74 FEET; THENCE S 11°49'52" W 10.78 FEET; THENCE N 70°25'16" W 10.72 FEET TO A POINT ON THE EASTERLY LINE OF THE AFORESAID PARCEL OF LAND CONVEYED TO GEORGE H. LEWIS REALITY CO.; THENCE ALONG SAID EASTERLY LINE N 15°06'50" E 404.88 FEET TO THE POINT OF BEGINNING.

revision 1

EXHIBIT F

RECORDED AT THE REQUEST OF.

WHEN RECORDED MAIL TO.

STATE OF CALIFORNIA — OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**STATE OF CALIFORNIA
PATENT AND
TRUST TERMINATION
(Sovereign Exchange)**

35 The State Lands Commission, by its Calendar Item, No. 35, duly passed at its regular public meeting on November 20, 1986 at Sacramento, California, after notice pursuant to the requirements of law, approved an agreement between the State Lands Commission, acting for the State of California, the City of San Rafael, and the PATENTEE identified below. The agreement provides, among other things, that all right, title, and interest of the State of California under the jurisdiction of the State Lands Commission in and to the PATENT PARCEL described below, is to be patented by the STATE to PATENTEE in exchange for a payment of monies into a Land Bank Fund established by the State Lands Commission and the City of San Rafael acting as trustee pursuant to Chapter 83, Statutes of 1923, as amended. Full payment has been, or prior to delivery of this patent will be made to the State of California and the City of San Rafael as provided by the terms of the agreement. Upon the performance of Patentee's obligations under the agreement, PATENTEE is entitled to this Patent.

NOW, THEREFORE, the State of California quitclaims to STANDARD BRANDS PAINT CO. OF CALIFORNIA identified herein as PATENTEE any right, title, and interest of the State of California owned by virtue of its sovereignty in and to the real property in the City of San Rafael, County of Marin, California, more particularly described in the DESCRIPTION OF PATENT PARCEL, which is attached to and incorporated in this Patent.

The State Lands Commission has found and declared that the PATENT PARCEL has been filled and reclaimed; that it has thereby been excluded from the public channels and is no longer available or useful or susceptible of being used for water-dependent commerce, navigation, and fisheries. The PATENT PARCEL is hereby forever freed from the public trust for commerce, navigation and fisheries.

This Sovereign Lands Patent and Trust Termination shall become effective upon its recordation in the Official Records of the County Recorder of the County of Marin.

IN TESTIMONY WHEREOF, I, GEORGE DEUKMEJIAN,

Governor of the State of California, have caused these Letters to be made Patent, and the seal of the State of California to be hereunto affixed.

Given under my hand at the City of Sacramento, this

the _____ day of _____ in
the year of our Lord one thousand nine hundred
and _____

Governor

Attest:

Secretary of State

Countersigned:

Executive Officer, State Lands Commission

Description of PATENT PARCEL attached

DESCRIPTION OF PATENT PARCEL

TRUST TERMINATION PARCEL FOUR

THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SAN RAFAEL, COUNTY OF MARIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE FORMER SOUTHERLY LINE OF THIRD STREET, DISTANT THEREON S 79°23'26" E 273.36 FEET AND S 63°17'12" E 30.00 FEET FROM THE INTERSECTION OF SAID SOUTHERLY LINE WITH THE EASTERLY LINE OF GRAND AVENUE, SAID POINT ALSO BEING ON THE WESTERLY LINE OF THE PARCEL OF LAND CONVEYED TO GEORGE H. LEWIS REALITY CO., BY DEED RECORDED DECEMBER 2, 1957 IN BOOK 1157 OF OFFICIAL RECORDS AT PAGE 29, MARIN COUNTY RECORDS; THENCE ALONG SAID WESTERLY LINE S 15°08'36" W 422.21 FEET; THENCE S 70°25'16" E 137.05 FEET TO THE EASTERLY LINE OF THE AFORESAID PARCEL OF LAND CONVEYED TO GEORGE H. LEWIS REALITY CO.; THENCE ALONG SAID EASTERLY LINE N 15°06'50" E 404.88 FEET TO THE SOUTHEASTERLY LINE OF THIRD STREET; THENCE ALONG SAID SOUTHERLY LINE N 63°17'12" W 139.26 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL LYING WITHIN THE RIGHT OF WAY OF SECOND AND THIRD STREETS:

BEGINNING AT A POINT ON THE FORMER SOUTHERLY LINE OF THIRD STREET, DISTANT THEREON S 79°23'26" E 273.36 FEET AND S 63°17'12" E 30.00 FEET FROM THE INTERSECTION OF SAID SOUTHERLY LINE WITH THE EASTERLY LINE OF GRAND AVENUE, SAID POINT ALSO BEING ON THE WESTERLY LINE OF THE PARCEL OF LAND CONVEYED TO GEORGE H. LEWIS REALITY CO., BY DEED RECORDED DECEMBER 2, 1957 IN BOOK 1157 OF OFFICIAL RECORDS AT PAGE 29, MARIN COUNTY RECORDS; THENCE ALONG SAID WESTERLY LINE S 15°08'36" W 25.48 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 215.00 FEET, AND FROM WHICH A RADIAL LINE BEARS S 4°43'18" W; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 2°10'22" AN ARC DISTANCE OF 8.15 FEET TO A POINT ON A TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 372.41 FEET, AND FROM WHICH A RADIAL LINE BEARS S 6°53'40" W; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°49'08" AN ARC DISTANCE OF 128.82 FEET TO A POINT ON THE FORMER SOUTHERLY LINE OF THIRD STREET; THENCE ALONG SAID SOUTHERLY LINE N 63°17'12" W 138.99 FEET TO THE POINT OF BEGINNING.

EXHIBIT "G"

PARCEL 1

(Westerly Portion)

BEGINNING at the point of intersection of the easterly line of Grand Avenue and the southerly line of third Street, running thence southerly along the easterly line of said Grand Avenue and its extension southerly 434.00 feet more or less to the northerly line of the San Rafael canal and described in deed from the San Rafael Development Company to the LCity of San Rafael recorded april 14, 1934 in Liber 213 of Official Records at page 315, thence along said line S76°30'E 701.87 feet more or less to the Easterly line of Union Street if extended southerly to its intersection with the northerly line of said canal, thence along said line N15°19'E 354.3 feet more or less to the southerly line of Third Street, thence westerly along said line 774.00 feet more or less to the point of beginning.

SUBJECT to an easement for drainage purposes over a strip of land 10 feet in width lying westerly adjacent to and parrell with the easterly line of the above described parcel.

PARCEL 2

(Easterly Portion)

BEGINNING at a point in the Southerly line of Third Street which said line would be intersected by the Easterly line of Union Street if extended Southerly across said Third Street; running then S 15°19'W 354.3 feet along a continuation of said Easterly line of Union Street to the Northerly line of San Rafael Canal as described in that certain deed from S.K. Herzog Company and M.F. Cochran, et ux to the City of San Rafael and recorded March 10, 1920 in Volume 211 of Deeds at

EXHIBIT G, PAGE 2

page 440, running thence along said line S 76°30'30"E 300.00 feet more or less to the Easterly line of that certain parcel conveyed by deed from S.K. Herzog and Company, Alice Cochrane to the City of San Rafael recorded August 27, 1943 in Liber 452 of Official Records at page 107, thence along said line N 15°19'E 292.37 feet more or less to a point on the Southerly line of Third Street, said point being the most Easterly corner of the parcel described secondly in the above lastly referred to deed, thence Westerly along the said Southerly line of Third Street, 301.00 feet more or less to the point of beginning.