

stewart title

CLTA CONDITION OF TITLE GUARANTEE

ISSUED BY
STEWART TITLE GUARANTY COMPANY
a corporation, herein called the Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS
ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,

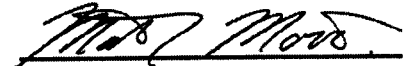
GUARANTEES

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A, sustained by the
Assured by reason of any incorrectness in the Assurances set forth in Schedule A.



Authorized Countersignature
Stewart Title of California, Inc.
300 Drakes Landing Rd, Ste
300A-100
Greenbrae, CA 94904



Matt Morris
President and CEC



Denise Carrau
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

© California Land Title Association. All rights reserved.

The use of this Form is restricted to CLTA subscribers in good standing as of the date of use. All other uses are prohibited.
Reprinted under license or express permission from the California Land Title Association.

File No: 193781

CLTA Condition of Title Guarantee 6-5-14

Guarantee Serial No.: G-2921-2157

Page 1 of 12

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in

© California Land Title Association. All rights reserved.

The use of this Form is restricted to CLTA subscribers in good standing as of the date of use. All other uses are prohibited. Reprinted under license or express permission from the California Land Title Association.

File No: 193781

CLTA Condition of Title Guarantee 6-5-14

Guarantee Serial No.: G-2921-2157

Page 2 of 12

Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured.. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

- (a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- (b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
- (b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that that the Company is obligated to pay; or
- (c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that

© California Land Title Association. All rights reserved.

The use of this Form is restricted to CLTA subscribers in good standing as of the date of use. All other uses are prohibited. Reprinted under license or express permission from the California Land Title Association.

File No: 193781

CLTA Condition of Title Guarantee 6-5-14

Guarantee Serial No.: G-2921-2157

Page 3 of 12

were authorized by the Company up to the time of payment and that the Company is obligated to pay.
Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. Limitation of Liability.

- (a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.
- (b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien or, encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- (d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. Arbitration.

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim

© California Land Title Association. All rights reserved.

The use of this Form is restricted to CLTA subscribers in good standing as of the date of use. All other uses are prohibited.
Reprinted under license or express permission from the California Land Title Association.

File No: 193781

CLTA Condition of Title Guarantee 6-5-14

Guarantee Serial No.: G-2921-2157

Page 4 of 12

arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. Liability Limited to This Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Severability

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. Choice of Law; Forum

- (a) **Choice of Law:** The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) **Choice of Forum:** Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P. O. Box 2029, Houston, TX 77252-2029.

**CLTA FORM NO. 28 CONDITION OF TITLE GUARANTEE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 193781

Customer Reference:

Guarantee No.: G-2921-2157

Amount of Insurance: \$1,000.00

Date of Guarantee: March 26, 2018 at 7:30AM

Fee: \$400.00

1. Name of Assured:

City of Novato

2. The estate or interest in the Land that is the subject of this Guarantee is:

FEE

3. The Land referred to in this Guarantee is described as follows:

See Exhibit "A" Attached Hereto

4. ASSURANCES:

According to the Public Records as of the Date of Guarantee,

a. Title to the estate or interest is vested in:

City of Novato, a municipal corporation

b. Title to the estate or interest is subject to defects, liens or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority.

© California Land Title Association. All rights reserved.

The use of this Form is restricted to CLTA subscribers in good standing as of the date of use. All other uses are prohibited.
Reprinted under license or express permission from the California Land Title Association.

File No: 193781

CLTA Condition of Title Guarantee 6-5-14

Guarantee Serial No.: G-2921-2157

Page 6 of 12

**CLTA FORM NO. 28 CONDITION OF TITLE GUARANTEE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 193781

Guarantee No.: G-2921-2157

Parcel B, as shown upon that certain Parcel Map entitled "Parcel Map of Hamilton Field Phase Two Stage One, a Subdivision of the Lands of City of Novato, County of Marin, California, filed for record November 3, 1997 in Book 26 of Parcel Maps, at Page 39, Marin County Records.

MAP & DOCS

THE MAP CONNECTED HERewith IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

© California Land Title Association. All rights reserved.

The use of this Form is restricted to CLTA subscribers in good standing as of the date of use. All other uses are prohibited.
Reprinted under license or express permission from the California Land Title Association.

File No: 193781

CLTA Condition of Title Guarantee 6-5-14

Guarantee Serial No.: G-2921-2157

Page 7 of 12

**CLTA FORM NO. 28 CONDITION OF TITLE GUARANTEE
SCHEDULE B**

ISSUED BY
STEWART TITLE GUARANTY

File No.: 193781

Guarantee No.: G-2921-2157

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes, to be levied for the fiscal year 2018- 2019.
2. General and special city and/or county taxes, bonds or assessments which may become due on said land, if an when title to said land is not longer vested in a government or quasi-governmental agency. Tax parcel(s) for said land are currently shown as 157-720-02

3. Special Tax for Community Facilities District No. 1994-1 — Mello Roos

Original Amount: Varies based on type of improvement

Notice of Special Tax Lien recorded July 12 1995 as Instrument No 95-031625 Marin County Records

Notice of Special Tax Lien (Annexation) recorded September 11 1996 as Instrument No 96-048711 Marin County Records.

Amended Notice of Special tax Lien (Amendment No 1) recorded August 6 1997 as Instrument No 97-042228 Marin County Records.

Notice of Special Tax Lien (Annexation), recorded November 21, 1997 as Instrument No. 97-066911 Marin County Records.

Notice of Special Tax Lien (Annexation), recorded August 6, 1999 as Instrument No. 1999-059086, Marin County Records.

Notice of Special Tax Lien (Annexation) recorded December 23, 1999 as Instrument No 1999-089127 Marin County Records.

Amended Notice of Special Tax Lien (Annexation) recorded February 15, 2000 as Instrument No. 2000-008165, Marin County Records amending annexation recorded December 23, 1999 as Instrument No 1999-089127 Marin County Records.

Said Assessment is collected with County Taxes.

4. 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.
5. Assessments, if any, for Community Facility Districts affecting said land which may exist by virtue of assessment maps or notices filed by said districts. Said assessments are collected with the County Taxes.
6. An easement for highway cut and fill slopes and rights incidental thereto in favor of Division of Highways, Department of Public Works, State of California as set forth in a document recorded July 14, 1965 in Book 1960 of Official Records at Page 217, Marin County Records , affects Westerly Portion.

© California Land Title Association. All rights reserved.

The use of this Form is restricted to CLTA subscribers in good standing as of the date of use. All other uses are prohibited. Reprinted under license or express permission from the California Land Title Association.

File No: 193781

CLTA Condition of Title Guarantee 6-5-14

Guarantee Serial No.: G-2921-2157

Page 8 of 12

**CLTA FORM NO. 28 CONDITION OF TITLE GUARANTEE
SCHEDULE B**

ISSUED BY
STEWART TITLE GUARANTY

Conditions as therein contained.

7. Terms and Conditions as contained in the Development Agreement between the New Hamilton partnership, L.P., a Delaware limited partnership and the City of Novato, a municipal corporation, attached to Ordinance No. 1297, recorded September 23, 1993 as Instrument no. 93-078456, Marin County Records.

First Amendment to Development Agreement between the New Hamilton Partnership, L.P., a Delaware limited Partnership and the City of Novato, a municipal corporation, recorded June 29, 1998 as Instrument no. 1998-44949, Marin County Records.

Assignment and Assumption Agreement executed by the New Hamilton, L.P., a Delaware limited partnership to System Capital Real Property Corporation, a Delaware Corporation, covering the herein described property, recorded July 29, 1998 as Instrument no. 1998-53372, Marin County Records.

Note: Section 12956.1 of the Government Code provides the following: If this document contains any restrictions based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Reference is made to said Document for full particulars.

8. Terms and Provisions contained in that certain Agreement dated December 19, 1994 Executed by the Novato Fire Protection District and the New Hamilton Partnership, L.P., a Delaware limited partnership attached as Exhibit A to that certain City/Fire District Agreement dated December 14, 1994 executed by the Novato Fire Protection District and the City of Novato, recorded January 30, 1995 as Instrument no. 95-004404, Marin County Records.

Reference is made to said Documents for full particulars.

Note: Section 12956.1 of the Government Code provides the following: If this document contains any restrictions based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

9. Terms and Conditions as contained in the Funding, Construction and Acquisition Agreement between the New Hamilton Partnership, a Delaware limited partnership and the City of Novato, a municipal corporation, recorded March 12, 1996 as Instrument no. 96012070, Marin County Records.

Reference is made to said document for full particulars.

© California Land Title Association. All rights reserved.

The use of this Form is restricted to CLTA subscribers in good standing as of the date of use. All other uses are prohibited. Reprinted under license or express permission from the California Land Title Association.

File No: 193781

CLTA Condition of Title Guarantee 6-5-14

Guarantee Serial No.: G-2921-2157

Page 9 of 12

**CLTA FORM NO. 28 CONDITION OF TITLE GUARANTEE
SCHEDULE B**

ISSUED BY
STEWART TITLE GUARANTY

Note: Section 12956.1 of the Government Code provides the following: If this document contains any restrictions based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

10. Covenants, Conditions, and Restrictions as set forth in an instrument, but omitting, except to the extent permitted by any applicable federal or state law, covenants or restrictions, if any, based on race, color, religion, sex, familial status, national origin, handicap, sexual orientation, marital status, ancestry, source of income, disability, medical condition, or other unlawful basis. Recorded: October 10, 1997 As Instrument No. 97-057878 of Official Records.

By Quitclaim Deed executed by the United States of America, recorded February 29, 1998 as Instrument no. 98-007684, Marin County Records, the reversionary rights or powers of termination and the conditions contained in Paragraph 11A and 11B have been eliminated.

The conditions therein provide for forfeiture and reversion of title if violated and not include a mortgage protection clause.

Note: Section 12956.1 of the Government Code provides the following: If this document contains any restrictions based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

11. An easement for the purposes shown below and rights incidental thereto as set forth in document recorded October 10, 1997 as Instrument no. 97-0578787, Marin County records in favor of United States of America

For Access for purposes of environmental investigation, remediation or other corrective action

Affects all of the herein described property

For The presence, operation, repair, replacement, modification, maintenance and or other requirements necessary to permit the disposal of the property

Affects All of the herein described property

12. Easements as follows as shown on filed map Parcel Map of Hamilton Field Phase Two State one

For: Slope easement appurtenant to Lot 4

Affects: Northerly portion

For: Ex. Slope Easement (1960-217)

Affects: Westerly portion

© California Land Title Association. All rights reserved.

The use of this Form is restricted to CLTA subscribers in good standing as of the date of use. All other uses are prohibited. Reprinted under license or express permission from the California Land Title Association.

File No: 193781

CLTA Condition of Title Guarantee 6-5-14

Guarantee Serial No.: G-2921-2157

Page 10 of 12

**CLTA FORM NO. 28 CONDITION OF TITLE GUARANTEE
SCHEDULE B**

ISSUED BY
STEWART TITLE GUARANTY

13. Note upon the filed map herein referred to which states:

Parcels A, B, C, D E are to retained by owner (City of Novato) for public use and/or other purposes, and are not considered parcels for purposes of computing the number of parcels under the Subdivision Map Act Section 66426.5

14. Covenants, Conditions, and Restrictions as set forth in an instrument, but omitting, except to the extent permitted by any applicable federal or state law, covenants or restrictions, if any, based on race, color, religion, sex, familial status, national origin, handicap, sexual orientation, marital status, ancestry, source of income, disability, medical condition, or other unlawful basis. Recorded: November 24, 1997 as Instrument no. 97-067248, Marin County Records.

Declaration of Annexation annexing the herein described property, recorded February 5, 1998 as Instrument no. 98-007156, Marin County Records.

Said Covenants, Conditions, and Restrictions provide that a violation thereof shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value.

Note: Section 12956.1 of the Government Code provides the following: If this document contains any restrictions based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

15. Covenants, Conditions, and Restrictions as set forth in an instrument, but omitting, except to the extent permitted by any applicable federal or state law, covenants or restrictions, if any, based on race, color, religion, sex, familial status, national origin, handicap, sexual orientation, marital status, ancestry, source of income, disability, medical condition, or other unlawful basis. Recorded February 5, 1998 As Instrument No. 98-007154, of Official Records

Said Covenants, Conditions, and Restrictions provide that a violation thereof shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value.

Note: Section 12956.1 of the Government Code provides the following: If this document contains any restrictions based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

16. An easement for slope purposes and rights incidental thereto as set forth in a document recorded May 1, 1998 As Instrument No. 98-029015, Marin County Records, affects Westerly portion.

17. The matters contained in an instrument entitled "Notice of Amendment to the Redevelopment Plan for Hamilton Field Redevelopment Project and Description of Land within Added Area for Hamilton Field Redevelopment Project" upon the terms therein provided recorded November 30, 1998 as

© California Land Title Association. All rights reserved.

The use of this Form is restricted to CLTA subscribers in good standing as of the date of use. All other uses are prohibited. Reprinted under license or express permission from the California Land Title Association.

File No: 193781

CLTA Condition of Title Guarantee 6-5-14

Guarantee Serial No.: G-2921-2157

Page 11 of 12

**CLTA FORM NO. 28 CONDITION OF TITLE GUARANTEE
SCHEDULE B**

ISSUED BY
STEWART TITLE GUARANTY

Instrument no. 1998-087749, Marin County Records.

Notice of Second Amendment to the Redevelopment Plan for Hamilton Field Redevelopment Project, recorded January 25, 2002 as Instrument no. 2002-006383, Marin County Records.

"Notice of Adoption of First Amendment to the Redevelopment Plan for the Novato Redevelopment Project, First Amendment to Redevelopment Plan for the Downtown Novato Redevelopment Project; and Third Amendment to the Redevelopment Plan for the Hamilton Field Redevelopment Project", recorded June 10, 2003 as Instrument no. 2003-0068821, Marin County Records.

Reference is made to said document for full particulars.

Note: Section 12956.1 of the Government Code provides the following: If this document contains any restrictions based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

(Affects the herein described land and other land)

© California Land Title Association. All rights reserved.

The use of this Form is restricted to CLTA subscribers in good standing as of the date of use. All other uses are prohibited.
Reprinted under license or express permission from the California Land Title Association.

File No: 193781

CLTA Condition of Title Guarantee 6-5-14

Guarantee Serial No.: G-2921-2157

Page 12 of 12

Stewart Title Guaranty Company Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

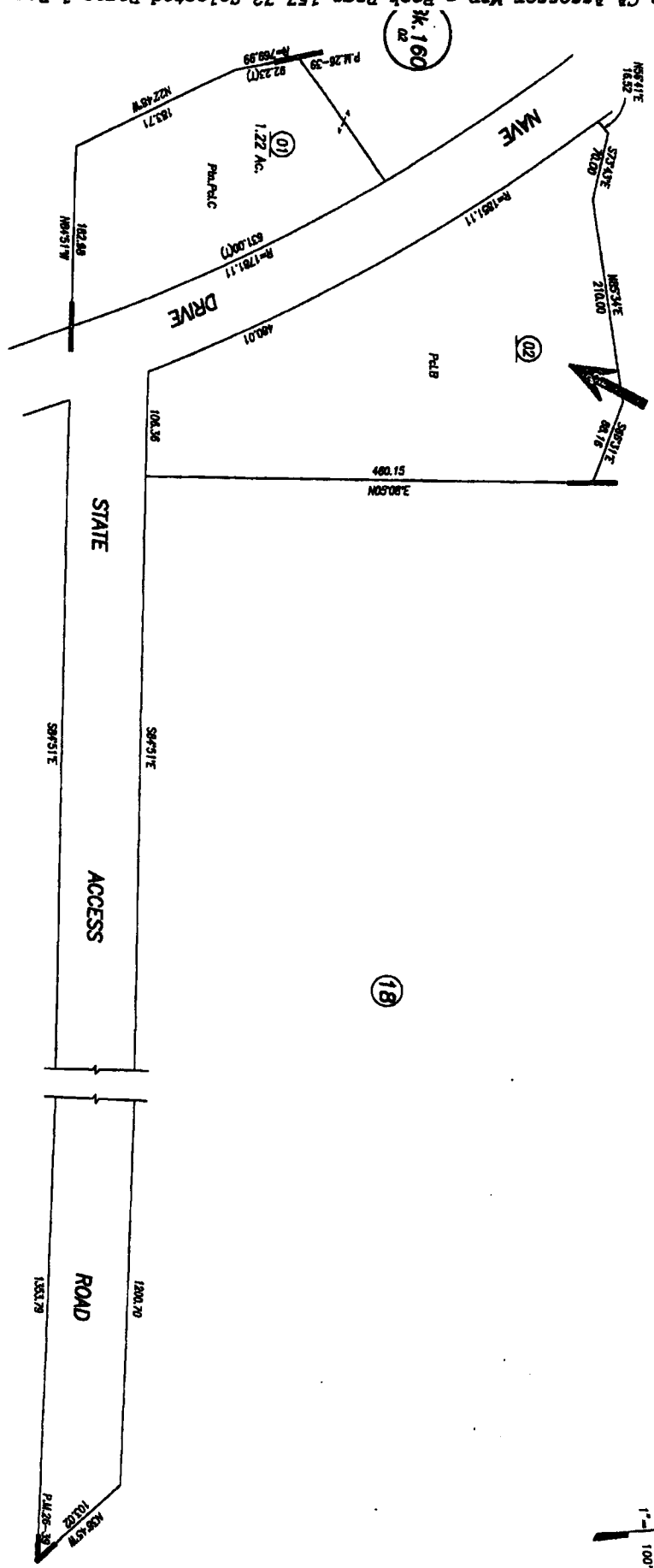
How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

PTN. RANCHO DE NOVATO

Tax Rate Area
 10-194

157-72



REVISION	DATE	BY
1	11/29/07	LWS

ASSASSOR'S CONSTRUCTION MAP
 1. THIS MAP WAS PREPARED FOR
 ASSESSMENT PURPOSES ONLY.
 2. NO LIABILITY IS ASSUMED FOR
 THE ACCURACY OF THE DATA SHOWN.
 3. ASSESSOR'S PARCELS MAY NOT
 CORRELATE WITH LOCAL LOT/SPLIT
 OR BUILDING SITE ORDINANCES.

THIS PLAT IS FOR YOUR INFORMATION IN LOCATING
 YOUR LAND WITH REFERENCE TO SHEET
 AND OTHER PARCELS. WHILE THIS PLAT
 IS BELIEVED TO BE CORRECT, THE COMPANY
 ASSUMES NO LIABILITY FOR ANY LOSS
 OCCURRING BY REASON OF RELIANCE THEREON.
 STEWARD TITLE INSURANCE COMPANY

NOTE: Assessor's Block Numbers Shown in Ellipses
 Assessor's Parcel Numbers Shown in Circles

CITY OF NOVATO
 Assessor's Map Bk. 157 Pg. 72
 County of Marin, Calif.