

100 Corporate Drive, Suite 305, Lebanon, NJ 08833 Phone (908) 849-3011 Fax (908) 849-7981 www.ustitlesolutions.com

REPORT OF TITLE Full 30 Year Title Report U.S. Title Solutions File No. UST76290 Reference No. CCL00550 - 10070269 Site Name: Hamilton Parkway – Palm Drive

- **Prepared For:** MasTec Network Solutions WIS/IL Markets
- Premises: 10 Main Gate Road, Novato, CA 94949, Novato, CA 94945
- **Parcel:** 157-980-10
- County: Marin

REPORT POWERED BY LAND-IT[™]

This Report of Title is for informational purposes only. It is not a representation of the condition of title to real property. It is not an abstract, legal opinion, opinion of title, or any form of title insurance. This report is issued exclusively for the benefit of the applicant therefore, and may not be relied upon by any other person. The liability of U.S. Title Solutions is limited to the amount of the fee paid therefore.

REPORT OF TITLE SCHEDULE - I

- 1. **DATE OF REPORT :** December 27, 2023
- SCOPE OF SEARCH: Beginning December 08, 1993 and extending through December 08, 2023, a search of the land records for the jurisdiction where the property is located was conducted and we have reported what was found regarding taxes; deeds; mortgages; easements and right of ways; covenants and restrictions; judgments; liens and UCCs; and other matters commonly recorded or filed in the County records.

3. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS REPORT IS:

Fee Simple

4. TITLE TO SAID ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS REPORT IS AT THE EFFECTIVE DATE HEREOF VESTED IN:

Sonoma-Marin Areal Rail Transit District a public agency, a public agency

5. SOURCE OF TITLE :

Quit Claim Deed made by City of Novato, a municipal corporation, a municipal corporation, **Dated** June 25, 2013, **Recorded** July 09, 2013, in *Instrument No: 2013-046450*.

6. **PROPERTY IS IDENTIFIED AS FOLLOWS** :

Parcel ID :	<u>157-980-10</u>
Tax Year :	2023
Status :	Exempt

7. THE LAND REFERRED TO IN THIS REPORT IS SET FORTH ON SCHEDULE - II ATTACHED HERETO

REPORT OF TITLE SCHEDULE - II

(LEGAL DESCRIPTION)

Lot 7, as shown upon that certain Map entitled "Map of Hamilton Field Phase Two, Stage Three, a Subdivision of Lands of the City of Novato, City of Novato, County of Marin, California", filed for record August 12, 1999 in Book 1999 of Maps, at Page 134, Marin County Records.

REPORT OF TITLE SCHEDULE - III

The items set forth herein are intended to provide you with notice of matters affecting title to the land described in Schedule - II of this Report. Any statement of facts or matters which an accurate survey of the land would disclose, rights of tenants or parties in possession under unrecorded leases and easements or claims of easements not shown by the public record are not included in this report. No liability is assumed for items not indexed or mis-indexed in the County Records.

1. MORTGAGES, DEEDS OF TRUST AND UCCs

None found within period searched.

2. JUDGMENTS AND LIENS

None found within period searched.

3. COVENANTS AND RESTRICTIONS

3.1 Covenants and Restrictions stated within Deed <u>Instrument No: 97-057878</u>. See Deed <u>Instrument No: 2004-082659</u> re. Powers of Termination in Lot 7.

4. EASEMENTS AND RIGHTS OF WAY

4.1 Easement by City of Novato, a municipal corporation to North Marin Water District, a public corporation, **Dated** November 25, 2003, **Recorded** December 19, 2003, in *Instrument No: 2003-153201.*

Notes: Transmission and distribution of water

4.2 Easement by City of Novato, a municipal corporation to North Marin Water District, a public corporation, **Dated** April 26, 1999, **Recorded** April 29, 1999, in <u>Instrument No:</u> <u>1999-033497.</u>

Notes: Distribution of water

4.3 Rights of Access stated within Deed <u>Instrument No: 97-057878</u>. See Deed <u>Instrument No: 2004-082659</u> re. Powers of Termination in Lot 7.

5. OTHER RECORDED DOCUMENTS

5.1 Irrevocable Offer of Dedication **Dated** June 27, 2013, **Recorded** July 09, 2013, in Instrument No: 2013-046451.

REPORT OF TITLE SCHEDULE - III

- 5.2 Revised Statement of Institution of Proceeding of Redevelopment **Dated** November 14, 2007, **Recorded** December 03, 2007, in <u>Instrument No: 2007-067987.</u>
- 5.3 Memorandum of Lease between City of Novato and New Cingular Wireless PCS, LLC, a Delaware limited liability company, Dated March 18, 2005, Recorded May 03, 2005, in <u>Instrument No: 2005-032276.</u>

Notes: Assignment in <u>Instrument No: 2022-016816</u>, attached.

- 5.4 Map of Hamilton Field Phase Two Stage Three **Recorded** August 12, 1999, in <u>Book</u> <u>1999, Page 134</u>.
- 5.5 Offer of Dedication **Dated** May 07, 1999, **Recorded** June 08, 1999, in <u>Instrument No:</u> <u>1999-043897.</u>
- 5.6 Description of Land Within The Hamilton Airfield Redevelopment Project **Dated** July 15, 1998, **Recorded** July 15, 1998, in *Instrument No: 1998-050062.*

Notes: Amended in <u>Amended 2002-006383</u>, attached.

5.7 Map of Hamilton Field Recorded December 18, 1995, in <u>Book 21, Page 045.</u>

6. OTHER UNRECORDED DOCUMENTS

- 6.1 <u>Assessor's Map</u>
- 6.2 <u>GIS Map</u>

REPORT OF TITLE SCHEDULE - V

(OWNERSHIP HISTORY)

- Quit Claim Deed made by City of Novato, a municipal corporation, a municipal corporation to Sonoma-Marin Areal Rail Transit District a public agency, a public agency, **Dated** June 25, 2013, **Recorded** July 09, 2013, in <u>Instrument No: 2013-046450</u>.
- Quit Claim Deed Affecting Powers of Termination made by United States of America to City of Novato, a municipal corporation, **Dated** August 10, 2004, **Recorded** September 23, 2004, in <u>Instrument No: 2004-082659</u>.

Notes: As stated within Deed conveys to grantee the Powers of Termination in Lot 7 releasing specific restrictions.

 Quit Claim Deed made by United States of America to City of Novato, a municipal corporation, Dated August 25, 1997, Recorded October 10, 1997, in <u>Instrument No: 97-057878</u>.

Notes: Reservations upon grantor stated within.

The information on this screen is for Tax Roll Year 2023: July 01, 2023 to June 30, 2024

Parcel Number		Deed Reference Id	As of Date	
157-980-10		13-046450	01/01/2023	
View Assessor Map (oper	ns a new window) 🖪			
		Ownership Information for Tax Roll	Year: 2023	
Owner Name				
SONOMA-MARIN AREA F	RAIL TRANSIT DISTR	ICT		
		Location Information for Tax Roll	Year: 2023	
Tax Rate Area	010-194			
Assessment City	NOVATO			
		Total Assessed Value for Tax Roll	Year: 2023	
Land				\$0
Improvements				\$0
Total Assessed Value				\$0
		Exemptions for Tax Roll Year:	2023	
Total Exemptions		-		\$0
		Net Assessed Value for Tax Roll Y	ear: 2023	
Total Assessed Value				\$0
Less Total Exemptions				\$0
Net Assessed Value				\$0
		Property Characteristics for Tax Rol	l Year: 2023	
Use Code	80	• • • • • • • • • • • • • • • • • • • •		

Use Code	80
Use Code Description	Tax Exempt
Living Units	0
_	0

NOTE:

The above information has been extracted from the Assessor's 2023 Equalized Assessment Roll.

Property Characteristics as of 12/27/2023

Use Code	80
Use Code Definition	Tax Exempt
Living Units	0
Land Sq. Ft.	0
Construction Year	
Living Area Sq. Ft.	0
Number of Bedrooms	0
Number of Bathrooms	0
Garage Sq. Ft.	0
Deck/Patio Sq. Ft.	0
Pool Sq. Ft.	0
Unfinished Sq. Ft.	0
•••••••••••••••••••••••••••••••••••••••	

See California Revenue and Taxation Code §408.3: Property Characteristics Information; Public Records.

Property Tax Information

Use the following link to view the property tax information for this parcel number, Property Tax Detail (opens a new window)

Page Accessed: 12/27/2023 1:33:29 PM

Disclaimer

The Legislature finds and declares that information concerning property characteristics is maintained solely for assessment purposes and is not continuously updated by the assessor. Therefore, neither the county nor the assessor shall incur any liability for errors, omissions, or approximations with respect to property characteristics information provided by the assessor to any party pursuant to this section. Further, this subdivision shall not be construed to imply liability on the part of the county or the assessor for errors, omissions, or other defects in any other information or records provided by the assessor pursuant to the provisions of this part. California Revenue and Taxation Code section <u>408.3(d)</u>.

By continuing to use this application you are agreeing to this disclaimer.

Assessor's Mapbooks

This information has been scanned by the Mapping Division of the Marin County Assessor's Department.

If you have a problem with the mapping information as shown, please email Mapping.

https://apps.marincounty.org/TaxRollSearch/Record?P=157-980-10

In an effort to enhance public access to Assessor Parcel Maps, The Marin County Assessor-Recorder, in conjunction with the Marin Information Services and Technologies Department, has redesigned this webpage. All Assessor Parcel Maps have been changed from TIFF images to PDFs which should no longer interfere with your computer's applications. Please note that you must have Adobe Acrobat Reader installed on your computer.

If you do not have this application, one can be downloaded for free at this site (opens a new window)

G	SPACE ABOVE THIS LINE FOR RECORDERS	RECORD WITHOUT FEE PER G.C. 2738
THE UNDERSIGNED GRANTOR(s) DECLARE(s)	R&T11911 No consideration/a public agency	
DOCUMENTARY TRANSFER TAX is: \$0.0 Monument Preservation Fee is: \$0.00 computed on full value of property conveyed, computed on full value less value of liens or e remaining at time of sale.	, or	· ·
Unincorporated area: X City of Novato	•	
FOR A VALUABLE CONSIDERATION, receipt of v	which is hereby acknowledged,	
City of Novato, a municipal corporation, a Municipa	al Corporation	
does hereby Remise, Release and Quitclaim to agency	Sonoma-Marin Area Rail Transit District a public agen	cy,a public
the following described real property in the City of I	Novato, County of Marin, State of California:	
SEE EXHIBIT "A" ATTACHED HERETO		
Date: June 25, 2013	City of Novato, a municipal corporation	· .
State of California County of Marin	By ling Ster	
On <u>JUNE 36, 2013</u> before me <u>Lutinua Sunn</u> Notary Public personally appeared <u>Michael S.I</u>	Barlier Frank	

who proved to me on the basis of satisfactory evidence to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

mia Lynn Carf Signature

VICTORIA LYNN PARFITT Commission # 1862680 Notary Public - California Marin County My Comm. Expires Aug 24, 2013

WARD CONT

6.47

MAIL TAX STATEMENT AS DIRECTED ABOVE

08:51AM 09-Ju1-2013 | Page 1 of 3

Recorded

Official Records County of

Marin RICHARD N. BENSON

Assessor-Recorder

County Clerk

2013-0046450

REC FEE

0.00

(seal)

File No.: 01180-43868 Grant Deed Sale BP SCE

RECORDING REQUESTED BY: Stewart Title of California, Inc.

WHEN RECORDED MAIL TO:

Sonoma-Marin Area Rail Transit District 5401 Old Redwood Highway, Ste 200

7502-01180-43868

01180-43868 157-860-05

MAIL TAX STATEMENT TO:

Petaluma, CA 94954

ORDER NO.

APN:

ESCROW NO.

EXHIBIT "A" LEGAL DESCRIPTION

Lot 7, as shown upon that certain Map entitled "Map of Hamilton Field Phase Two, Stage Three, a Subdivision of the Lands of the City of Novato, City of Novato, County of Marin, California", filed for record August 12, 1999 in Book 1999 of Maps, at Page 134, Marin County Records.

File No.: 01180-43868 Grant Deed Sale BP SCE

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CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the "Transfer Agreement By and Between The City of Novato and The Sonoma-Marin Area Rail Transit District Regarding Implementation of December 13, 1995 Cooperative Agreement" dated May 2, 2013, from the **City of Novato**, a municipal corporation, to the **Sonoma-Marin Area Rail Transit District**, a public agency, on behalf of the **Hamilton Station Site known as Assessor's Parcel Number 157-860-05**, is hereby accepted pursuant to authority by the approval of Consent Agenda Item 8c in which Authorizes the General Manager to execute the Transfer Agreement with the City of Novato for the Hamilton Station Property by the Board of Directors of the Sonoma-Marin Area Rail Transit District on April 17, 2013.

Dated: 6-24-3

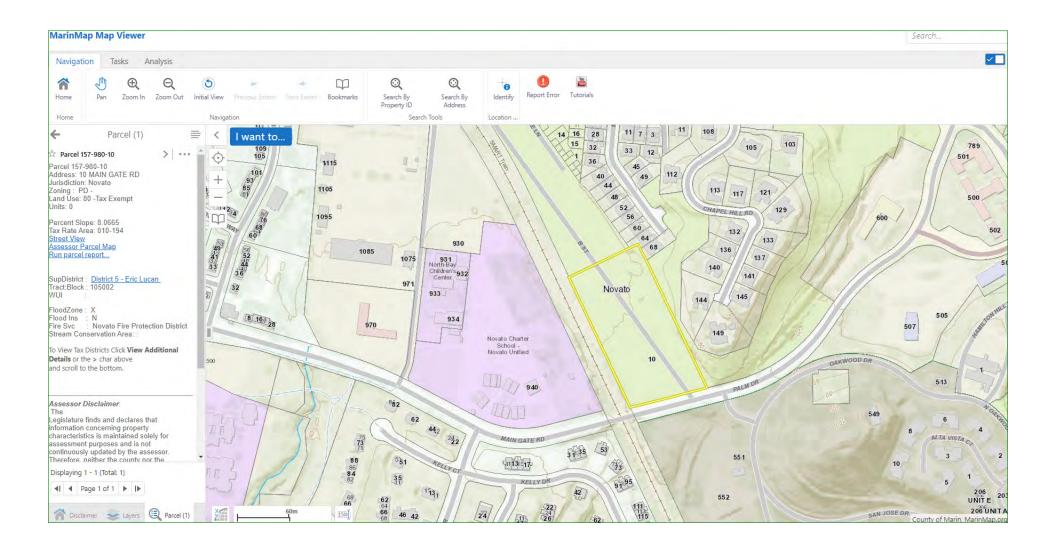
ATTEST TO SIGNATURE:

Sonoma-Marin Area Rail Transit District Thomas Lyons

Legal Counsel

eticia Rosas-Mendoza

Clerk of the Board of Directors



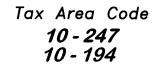


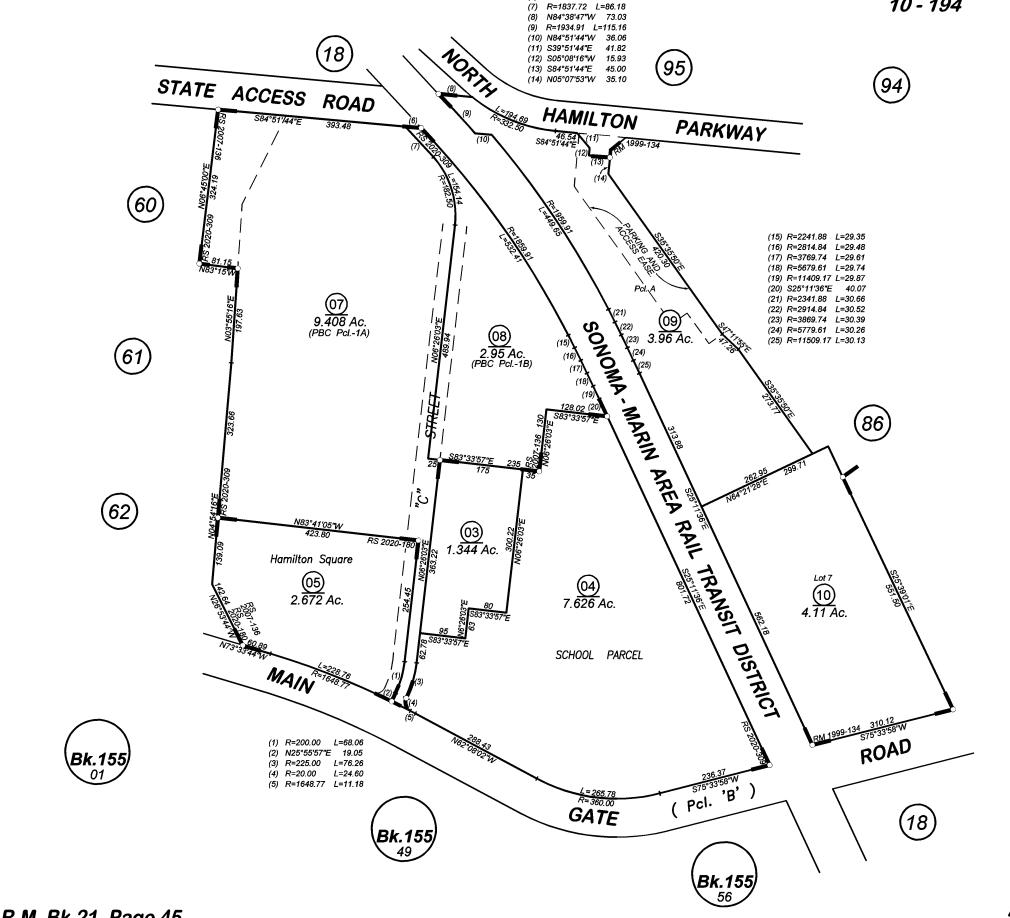
ISION OR BUILDING ORDINANCI

PARCELS MAY NOT COMPLY WITH

NO LIABILITY

THIS MAP



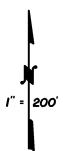


(6) S84°51'44"E 34.09

Hamilton Field, R.M. Bk.21, Page 45 Hamilton Field, Phase 2, Stage 3, R.M. Bk.99, Page 134

NOTE -- Assessor's Parcel Numbers Shown in Circles.

157-98



	09/24/2021 JSB					
	С	HA	NG	E	S	
	BLK	PRIOR APN	NEW APN	YR	AUTH	
	980	157-180-38	01 & 02	04	154	
Ì	980	157-980-01	03 & 04	06	189	
	980	157-980-02	05 & 06	06	189	
1	980	Survey		08		Corr.
				09	SBE 09-006	
	980	157-980-06	07 & 08	10	014	
				11	TRA	
				12	SBE 11-001	
	860	157-860-04	157-980-09	19	020	Reblocked
Γ	860	157-860-05	157-980-10	19	020	Reblocked
	980	Surveys		21		
	C	ov/Corroctio	-			

Survey/Correction

City Of NOVATO Assessor's Map Bk.157 Pg.98 County of Marin, Calif.

Recording requested by:		2003-0	153201
Recording requested by: NORTH MARIN WATER DIST		Recorded	REC FEE .00
NORTH MARIN WATER DIST	RICT	Official Records) County Of	
When Recorded Mail To:		Marin j JOAN C. THAYER I Recorder I	
Name _r	-	Ì	1.10
Address North Marin Water District P. O. Box 146		11:00AM 19-Dec-2003	WL Page 1 of 6
City & Novato, CA 94948-0146			
State L	4		
A. P. N. L 157-180-47 & 157-860-05	J -2488		
		SPACE ABOVE THIS LINE FOR REC	CORDER'S USE

GRANT OF EASEMENT

FOR A VALUABLE CONSIDERATION,

THE CITY OF NOVATO, A MUNICIPAL CORPORATION

herein called "Grantor", hereby grant(s) to NORTH MARIN WATER DISTRICT, a public corporation organized and existing under the County Water District Law of the State of California, herein called the "District," a perpetual easement and right of way for the purpose of laying down, constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using, as the Grantee may see fit, for the transmission and distribution of water, a pipe or pipes and all necessary braces, connections, fastenings, manholes and other appliances and fixtures for use in connection therewith or appurtenant thereto, in, under, on and along that real property in the City of Novato, County of Marin, State of California, described on Exhibit "A" and depicted on Exhibit "B", attached hereto and made a part thereof.

TOGETHER WITH the right of ingress to and egress from said right of way and the right at all times to enter in, over and upon said right of way and every part thereof and also to use said right of way for all purposes connected with the laying down, constructing, reconstructing, replacing, removing, repairing, maintaining, operating and using said pipe or pipes.

The Grantors and the Grantor's heirs, successors or assigns, shall not do, nor allow to be done, anything which may interfere with the full enjoyment by the District of the rights herein granted, including without limitation the following:

placing or permitting) to be placed on said right of way any building or structure (including without limitation fences not approved by District, garden structures, swimming pools, or deck(s), tree(s), large shrub(s), or rock(s) weighing more than 50 pounds;

excavating or permitting an excavation to be made closer than three (3) feet to any structure or pipe placed · by the District on said right or way.

Subject to the foregoing provisions, Grantors may change the grade of the surface of said right of way, <u>provided</u> that before making any such change, Grantors (or Grantor's heirs, successors or assigns if Grantors are no longer in possession) shall notify District of the proposed change and pay to District the full expense of raising or lowering of such facilities as solely determined by District if District determines in its sole discretion that the change of the grade necessitates that any District facilities be raised or lowered. The Grantors and the Grantor's heirs,

successors or assigns, shall not otherwise place or cause to be placed any earth, fill or rubble over any structure or pipe placed by the District on said right of way.

Grantors may cultivate and landscape the surface of said right of way and may construct a driveway thereon <u>provided</u> that such actions do not in any way conflict with or violate any of the preceding limitations.

Grantors reserve the right to change the location of said right of way to a new location agreeable to District, provided that Grantors shall first provide a right-of-way in the new location at Grantor's sole cost by executing a new easement in the standard form then utilized by the District and pay to District the full expense of relocating such facilities as solely determined by District.

Grantor and the Grantor's heirs, successors or assigns shall indemnify and hold the District free from loss, damage, defense costs or expenses in any way arising or occurring on account of injuries to persons, property or property damage sustained or alleged to have been sustained arising out of District's use of this easement except for damage actually caused by the sole negligence of the District. It is the express intent that the Grantor will indemnify and hold harmless District, its directors, employees and agents from any and all claims suits or actions from any cause whatsoever arising out of any use of the easement. These claims or actions may cover but are not limited to vehicular accidents, damage caused by water, land movement, or land subsidence, including negligence by the District, other than those arising from the sole negligence, willful misconduct of criminal acts of the District, its directors, employees and agents. This indemnity shall survive termination of this easement. This paragraph shall bind Grantor and it's heirs, successors and assigns, and shall run with the land.

It is expressly agreed that the District shall be under no obligation to install or maintain a roadway or pavement or other surfacing upon the right-of-way except such as may be convenient for its own purposes, and specifically the District shall not be liable for any contribution for same.

Should there be any variations, errors or omissions in the description herein, Grantor and the Grantor's heirs, successors or assigns, shall convey to District a right-of-way over the pipeline and other installations as laid and located by executing a new easement in the standard form then utilized by the District.

Dated November 25, 2003

THE CITY OF NOVATO, A MUNICIPAL CORPORATION By: Roderick Wood City Manager

ACCEPTANCE BY DISTRICT

North Marin Water District hereby accepts the above easement.

Dated 12/15/2003

NORTH MARIN, WATER DISTRICT is Diffabriele, General Manager By: Chios

\\0ds1\DATA\Ad-Nov\WP60\8\Data\11-10-00-410

Date: November 10, 2000 File: 8-410-038

EXHIBIT "A"

DESCRIPTION WATER LINE EASEMENT

All that certain real property situate in the City of Novato, County of Marin, State of California, described as follows:

PARCEL ONE A.P.N. 157-180-47

A strip of land 15.00 feet in width, lying 7.50 feet on both sides of the following described line;

BEGINNING at a point on the northeasterly line of Lot 7, as shown on the "Map of Hamilton Field Phase Two Stage Three", recorded August 12, 1999 in Book 1999 of Maps, Page 134, Marin County Records, said point being N 25°39'01"W 156.34 feet from the southeast corner of said lot;

Thence leaving said northeasterly line of Lot 7, N 25°47'53"E 38.86 feet to the southwesterly line of Lot 8 as shown on the "Map of Hamilton Field Phase Two Stage Two", recorded April 27, 1999 in Book 1999 of Maps, Page 106, Marin County Records.

Extending and shortening the side lines as necessary to terminate at the property line.

PARCEL TWO A.P.N. 157-860-05

A strip of land 15.00 feet in width, lying 7.50 feet on both sides of the following described line;

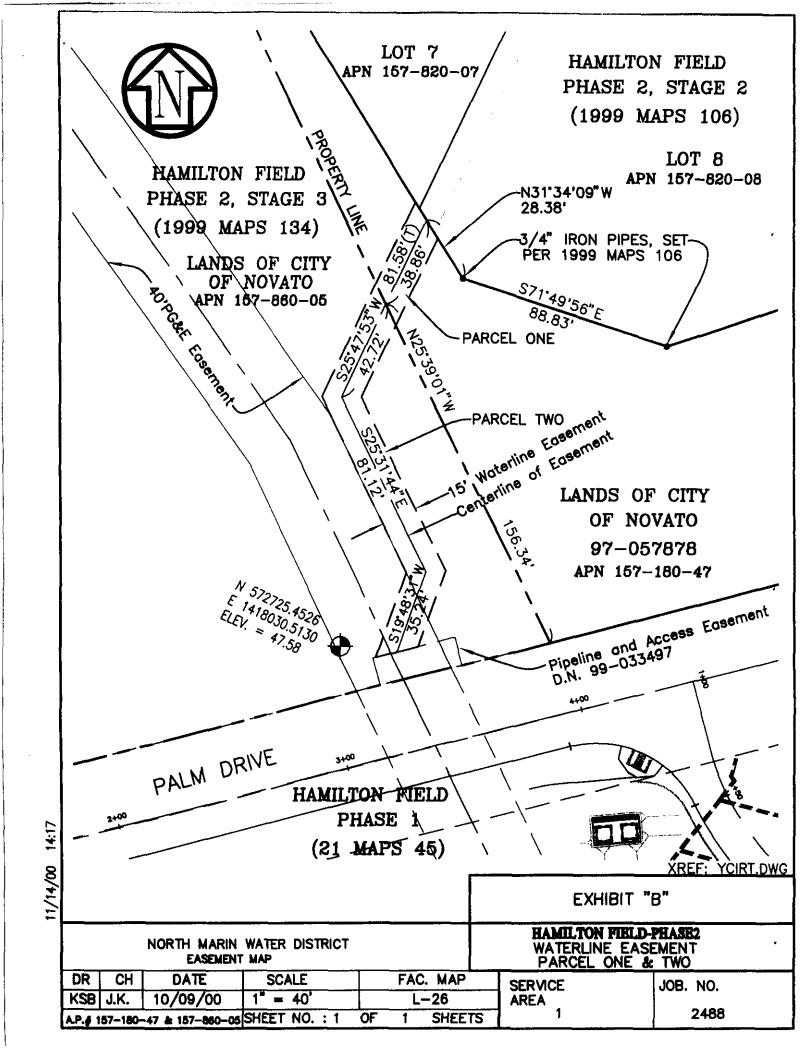
BEGINNING at a point on the northeasterly line of Lot 7, as shown on the "Map of Hamilton Field Phase Two Stage Three", recorded August 12, 1999 in Book 1999 of Maps, Page 134, Marin County Records, said point being N 25°39'01"W 156.34 feet from the southeast corner of said lot;

Thence leaving said northeasterly line of Lot 7, S 25°47'53"W 42.72 feet;

Thence S 25°31'44"E 81.12 feet;

Thence S 19°48'31"W 35.24 feet to the northerly line of the "Pipeline and access easement, D.N. 99-033497" shown on said map of Hamilton Field Phase Two Stage Three.

Extending and shortening the side lines as necessary to terminate at the property line.



CALIFORNIA ALL-PURPOSE ACKI	NOWI EDGMENT
State of CALIFORNIA	
County of MARIN	
On <u>December 8, 2003</u> before n	ne, <u>Patsey L. Medeiros, Notary Public</u> NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"
personally appeared	Roderick J. Wood NAME(S) OF SIGNER(S)
XX personally known to me - OR - □ PATSEY L. MEDEIROS COMAL # 1269067 NOTARY PUBLIC-CALIFORNIA D MARIN COUNTY COMM. EXP. JUNE 27, 2004	proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/ shc/the y executed the same in his/ her/thei authorized capacity(ies), and that by his/ her/thei signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted
	executed the instrument.
	WHINESS INVITATION AND OFFICIAL SEAL
	WITNESS my hand and official seal. Patsur D. Medico SIGNATURE OF NOTARY
()	Patsur D. Meduro SIGNATURE OF NOTARY
	POTSUL D. Medino SIGNATURE OF NOTARY OPTIONAL - by law, it may prove valuable to persons relying on the
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Though the data below is not required be document and could prevent fraudulent CAPACITY CLAIMED BY SIGNER INDIVIDUAL	DESCRIPTION OF ATTACHED DOCUMENT
Though the data below is not required b document and could prevent fraudulent CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TITLE(S) PARTNER(S) ILIMITED GENERAL	OPTIONAL SIGNATURE OF NOTARY PTIONAL by law, it may prove valuable to persons relying on the reattachment of this form. DESCRIPTION OF ATTACHED DOCUMENT Grant of Easement TITLE OR TYPE OF DOCUMENT
Though the data below is not required b document and could prevent fraudulent CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TITLE(S) PARTNER(S) ILIMITED	DESCRIPTION OF ATTACHED DOCUMENT Grant of Easement
Though the data below is not required b document and could prevent fraudulent CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TITLE(S) PARTNER(S) ILIMITED GENERAL ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR	OPTIONAL SIGNATURE OF NOTARY PTIONAL by law, it may prove valuable to persons relying on the reattachment of this form. DESCRIPTION OF ATTACHED DOCUMENT Grant of Easement TITLE OR TYPE OF DOCUMENT
Though the data below is not required b document and could prevent fraudulent CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TITLE(S) PARTNER(S) ILIMITED GENERAL ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR	OPTIONAL by law, it may prove valuable to persons relying on the reattachment of this form. DESCRIPTION OF ATTACHED DOCUMENT Grant of Easement TITLE OR TYPE OF DOCUMENT

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
$\Lambda \Lambda \Omega i$	SS.
County of]
on Darambar 15,200, perfore me,	Name and Title of Officer (e.g., Jane Doe, Notary Public')
personally appeared	Debadriele
	Name(s) of Signer(s)
	Vpersonally known to me
	 Figure proved to me on the basis of satisfactory evidence
	evidence
OFFICIAL SEAL - 1320639 BARBARA A. NETTER NOTARY PUBLIC - CALIF. COUNTY OF MARIN My Comm. Exp. Sept. 8, 2005	to be the person (s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/ she/they executed the same in his/ her/their authorized capacity (ies) , and that by his /her/their signature(s) on the instrument the person(s) the entity upon behalf of which the person(s) acted, executed the instrument.
	WIFNESS my hand and official seal.
	Dauto a Cas latter
	LOUNDER APIER
Place Notary Seal Above	Sunature of Notary Public
OF	PTIONAL
Though the information below is not required by law	<i>w, it may prove valuable to persons relying on the document</i> of reattachment of this form to another document.
Description of Attached Document	γ , $\cap \subset$ 1
Title or Type of Document:	vant of Caseront
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Signer(s) Other Than Named Above:	······································
Capacity(ies) Claimed by Signer	
Signer's Name:	RIGHT THUMBPRINT
i Individual	OF SIGNER
Corporate Officer — Title(s):	Top of thumb here
Partner — Limited General	
Attorney in Fact	
I I Trustee	
Guardian or Conservator	
Other:	
Signer Is Representing: North Mari	$11/4$ λ λ
Signer Is Representing: <u>North [Vlav.</u>	VVator DISTICT

, L			DØ33497
Recording requested by:		Recorded Official Records	I REC FEE .00
NORTH MARIN WATER DISTRICT		County Of Marin JDAN C. THAYER	
When Recorded Mail To:		Recorder	
Name r	Т	02:36PM 29-Apr-1999	i FS Page 1 of 5
Addrees North Marin Water District City & P. O. Box 146 State ^L Novato, CA 94948-0148	ا د		-
A. P. N. 157-180-41	J-1 2386.00		
		SPACE ABOVE THIS LINE FOR REC	ORDER'S USE

GRANT OF EASEMENT

FOR A VALUABLE CONSIDERATION,

CITY OF NOVATO, A MUNICIPAL CORPORATION

herein called "Grantor", hereby grant(s) to NORTH MARIN WATER DISTRICT, a public corporation organized and existing under the County Water District Law of the State of California, herein called the "District", a perpetual easement and right of way for the purpose of laying down, constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using, as the Grantee may see fit, for the transmission and distribution of water, a pipe or pipes and all necessary braces, connections, fastenings, manholes, pressure reducing station(s), and other appliances and fixtures for use in connection therewith or appurtement thereto, in, under, on and along that real property in the City of Novato, County of Marin, State of California described on Parcels 1 and 2 as follows, and illustrated on Exhibit "A" attached hereto and made a part thereof.

Parcel 1 Pipeline and Access Easement, Palm Drive at Pressure Reducer Station (Exhibit "A")

COMMENCING at a point on the most northwesterly corner of Palm Drive right-of-way, said point also being on the easterly side of the Golden Gate Bridge, Highway and Transportation District property line, all as shown on that certain map entitled, "Map of Hamilton Field", filed December 18, 1995 in Book 21 of Maps at Page 45, Marin County Records; thence along the northerly right-of-way of said Palm Drive, North 75°33'58" East, 237.67 feet to the True Point of Beginning for Parcel 1;

Thence leaving said right-of-way, North 14°23'14" West, 12.00 feet;

Thence North 75°33'58" East, 35.00 feet;

Thence South 14°23'14" East, 12.00 feet to the northerly right-of-way of said Palm Drive;

Thence along said northerly right-of-way, South 75°33'58" West, 35.00 feet to the True Point of Beginning for Parcel 1.

Parcel 2 Floating Access Easement (Exhibit "A")

A strip of land 15.00 feet in wich with the intended to be a floating easement until such time a permanent route can be determined by mutual consent between the why of Novato and District or their successors in title. The 15.00 foot width floating easement route shall start more or less from the point of beginning as described in said Parcel 1 above thence commencing along an undefined path with no bearings or distances to a point on said Golden Gate Bridge, Highway and Transportation District easterly property line approximately 180' distance from the point of commencement as described in said Parcel 1 above. The 15.00 foot width permanent route will be determined at a later date when there are new improvement plans available and in which time the District and City of Novato or its successors or assigns will determine a permanent route that the District can enter onto the permanent route that the District can enter onto the said Golden Gate Bridge, Highway & Transportation District property. The permanent 15.00 foot width access easement will be described on the District's Grant of Easement forms used at the time of developing the permanent easement and will also be paid for by said successors or assigns.

TOGETHER WITH the right of ingress to and egress from said right-of-way and the right at all times to enter in, over and upon said right-of-way and every part thereof and also to use said right-of-way for all purposes connected with the laying down, constructing, reconstructing, replacing, removing, repairing, maintaining, operating and using said pipe or pipes.

The Grantor and the Grantor's heirs, successors or assigns, shall not do, nor allow to be done, anything which may interfere with the full enjoyment by the District of the rights herein granted, including without limitation the following:

placing or permitting to be placed on said right-of-way any building or structure (including without limitation) fences not approved by District, garden structures, swimming pools, or deck(s), tree(s), large shrub(s), or rock(s) weighing more than 50 pounds; excavating or permitting an excavation to be made closer than three (3) feet to any structure or pipe placed by the District on said right-of-way.

Subject to the foregoing provisions, Grantors may change the grade of the surface of said right-of-way, provided that before making any such change, Grantors (or Grantor's heirs, successors or assigns if Grantors are no longer in possession) shall notify District of the proposed change and pay to District the full expense of raising or lowering of such facilities as solely determined by District if District determines in its sole discretion that the change of the grade necessitates that any District facilities be raised or lowered. The Grantors and the Grantor's heirs, successors or assigns, shall not otherwise place or cause to be placed any earth, fill or rubble over any structure or pipe placed by the District on said right-of-way.

Grantors may cultivate and landscape the surface of said right-of-way and may construct a driveway thereon provided that such actions do not in any way conflict with or violate any of the preceding limitations.

Grantors reserve the right to change the location of said right-of-way to a new location agreeable to District, provided that Grantors shall first provide a right-of-way in the new location at Grantor's sole cost by executing a new easement in the standard form then utilized by the District and pay to District the full expense of relocating such facilities as solely determined by District.

It is expressly agreed that the District shall be under no obligation to install or maintain a roadway or pavement or other surfacing upon the right-of-way except such as may be convenient for its own purposes, and specifically the District shall not be liable for any contribution for same.

Should there be any variations, errors or omissions in the description herein, Grantor and the Grantor's heirs, successors or assigns, shall convey to District a right-of-way over the pipeline and other installations as laid and located by executing a new easement in the standard form then utilized by the District.

CITY OF NOVATO, A MUNICIPAL CORPORATION

Dated:

4-14-9

By: Zity Manager

ACCEPTANCE BY DISTRICT

North Marin Water District hereby accepts the above easement.

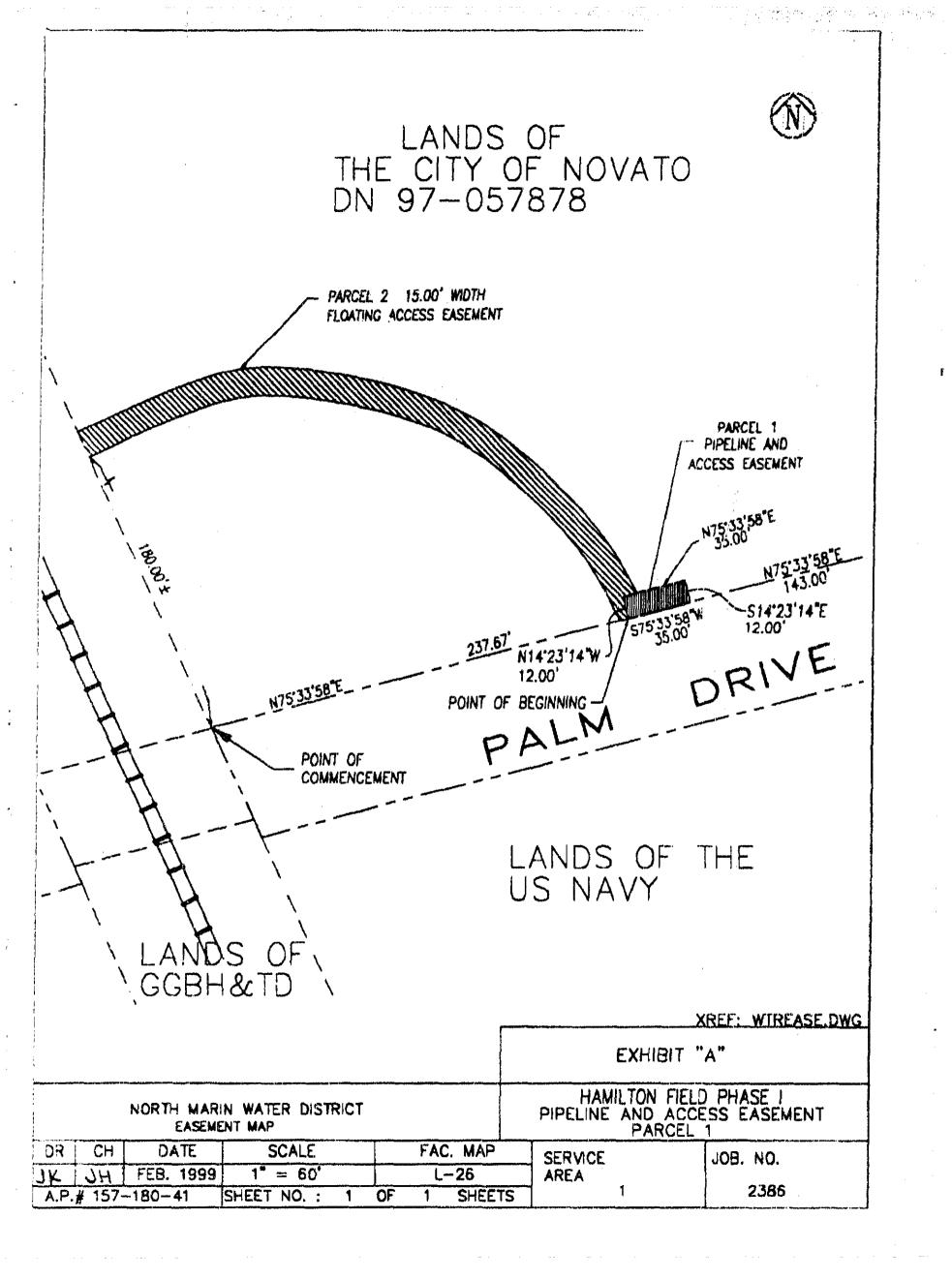
Dated:

By:

NORTH MARIN WATER DISTRICT

Chris DeGab GeneralManager AlA

l:Vilee/wordprac/2templat/assement/city of novato



CALIFORNIA ALL-PURPOSE ACKNOW	NLEDGEMENT
State ofCALIFORNIA	
County of <u>MARIN</u>	
On <u>April 14, 1999</u> before me, <u>Par</u>	Sey I. Medeiros Notary Public NAME DILE OF OFFICER . E.G., JANE CCE NOTARY PUBLIC
	Roderick J. Wood
	NAME(S) OF SIGNER(S)
Patsey L. Modeiros Comm. #1096128 NoTARY PUBLIC CALIFORNA MARIN COUNTY Comm. Exp. June 29, 2000	OR - O proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and ac- knowledged to me that he/she/they executed the same in his/her/ their authorized capacity(ies), and that by his/her/ their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal. OPTIONAL
Though the data below is not required by and could prevent fraudulent reattachmen	law, it may prove valuable to persons relying on the document
CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
	Grant of Easement
	TITLE OR TYPE OF DOCUMENT
TITLE(S)	TITLE OR TYPE OF DOCUMENT
D PARTNER(S) D LIMITED	TITLE OR TYPE OF DOCUMENT
TTLE(S) PARTNER(S) LIMITED GENERAL ATTORNEY-IN-FACT	
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State of California	1
	ss.
County of Marin	
on Opril 26,979, before me.	Babawas Notar Intructuble
Un Date Detore me, U	Name and Talkyol Officer Leg., Jane Doe, Notary Public":
personally appeared	AS POROLOP -
personany appeared	Name(s) of Signer(s)
	personally known to me
	proved to me on the basis of satisfactory
	evidence
	to be the person(s) whose name(s) is/are
OFFICIAL SEAL - 1164096	 subscribed to the within instrument and acknowledged to me that he/she/they executed
MOTARY PUBLIC - CALIF. 20	the same in his/her/their authorized
Z COUNTY OF MARIN My Comm. Exp. Supl. 8, 2001	capacity(ies), and that by his/her/their
	signature(s) on the instrument the person(s), or
	the entity upon behalf of which the person(s)
	acted, executed the instrument.
	WITNESS my hand and official seal.
	KONNA N. P. I. Ter
Flace Notary Seal Abovo	Signature of Notary Public
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and could prevent fraudulent removal a	and reattachment of this form to ariother document
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Document Date: 241124, 1999	Number of Pages 2
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Signer(s) Other Than Named Above:	
Capacity(les) Claimed by Signer	
Signer's Name:	REFERENCE
Individual	OF SIGNER
Corporate Officer — Title(s):	
🗋 Partner — 🗋 Limited 🛄 General	
Attorney in Fact	
Trustee	
Guardian or Conservator	
Other:	
Signer Is Representing:	
an general and a second s	

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Stewart Title

RECORDING REQUESTED BY AND RETURN TO:

Laura Giraud Sonoma-Marin Area Rail Transit District 5401 Old Redwood Highway, Suite 200 Petaluma, CA 94954

7502-01180-43868

Recorded | REC FEE 33.00 Official Records | County of | Marin | RICHARD N. BENSON | Assessor-Recorder | County Clerk | | JM 08:51AM 09-Jul-2013 | Page 1 of 7

IRREVOCABLE OFFER OF DEDICATION (Government Code Section 7050) FEE PER G.C. 27383

The Sonoma-Marin Area Rail Transit District, a public agency formed by State law ("GRANTOR"), hereby grants and makes to the City of Novato, a municipal corporation ("GRANTEE"), an irrevocable offer ("Offer") of dedication of the property more particularly described in Exhibit A (the "Property"). This Offer is made pursuant to the Transfer Agreement By and Between The City of Novato And The Sonoma-Marin Area Rail Transit District Regarding Implementation of December 13, 1995 Cooperative Agreement, dated May 2, 2013 ("Transfer Agreement"). Pursuant to Section 7 of the Transfer Agreement, this Offer may only be accepted by GRANTEE in the event that SMART has no plans to use the Property for transit station uses or ceases to use the property for transit station uses.

This Offer and all rights of GRANTEE hereunder, may, at the sole discretion of GRANTEE, be assigned to any public agency authorized by law to accept such offers.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below:

CITY OF NOVATO By:

APPROVED AS TO FORM:

By: <u>Signed in counterpart</u> City Attorney

SONOMA-MARIN AREA RAIL TRANSIT DISTRICT

By: <u>signed in counterpart</u> General Manager

APPROVED AS TO FORM:

By: <u>signed in counterpart</u> Legal Counsel

ACKNOWLEDGMENTS SHALL BE ATTACHED

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below:

CITY OF NOVATO By: APPROVED AS TO FORM By: City Attom

SONOMA-MARIN AREA RAIL TRANSIT DISTRICT

By: <u>signed in counterpart</u> General Manager

APPROVED AS TO FORM:

By: <u>signed in counterpart</u> Legal Counsel

ACKNOWLEDGMENTS SHALL BE ATTACHED

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below:

CITY OF NOVATO

By: Signed in Counterpart

APPROVED AS TO FORM:

By: Staned in Counterpart City Attorney

SONOMA-MARIN AREA RAIL TRANSIT DISTRICT By: General Manager

APPROVED AS TO FORM:

By: Legal Coun

ACKNOWLEDGMENTS SHALL BE ATTACHED

State of Ca	alifornia				1			
County of _	Mari	ln,	<u> </u>		}			
On June	27,	2013	before me.	Victoria	Lynn	Parfitt,	Notary	Public
	Date			Here Insert Name and Title of the Officer				
personally	appear	ed <u>Mic</u>	chael S.	Frank	_		*	
					Name/s	(of Signer(e)		

be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

who proved to me on the basis of satisfactory evidence to

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

VICTORIA LYNN PARFITT Commission # 1862680 Notary Public - California

Marin County

My Comm. Expires Aug 24, 2013

Signature Listonia Lynn Onflett

©2007 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.NationalNotary.org Item #5907 Reorder: Call Toll-Free 1-800-876-6827

State of California

County of Sonoma

On June 27, 2013 before me, Sandra Seekins

, Notary Public

personally appeared * *** Farhad Mansourian

> who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

ublic

SANDRA J. SEEKINS Commission # 2004253 iotary Public - California Sonoma County Comm. Expires Jan 17, 201

Place Notary Seal Above

EXHIBIT "A" LEGAL DESCRIPTION

Lot 7, as shown upon that certain Map entitled "Map of Hamilton Field Phase Two, Stage Three, a Subdivision of the Lands of the City of Novato, City of Novato, County of Marin, California", filed for record August 12, 1999 in Book 1999 of Maps, at Page 134, Marin County Records.

File No.: 01180-43868 Grant Deed Sale BP SCE

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i.• . • •

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2007-0067987

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

I RS 07:32AM 03-Dec-2007 I Page 1 of 66 0.00

Recorded at the Request of and When Recorded Return to:

Novato Redevelopment Agency c/o Novato City Hall 75 Rowland Way, #200 Novato, CA 94945 Attn: City Clerk

> [SPACE ABOVE FOR RECORDERS' USE] [EXEMPT FROM RECORDATION FEE PER GOV. CODE § 27383]

REVISED STATEMENT OF INSTITUTION OF PROCEEDINGS OF REDEVELOPMENT

[Health & Safety Code Section 33373]

This Revised Statement of Institution of Proceedings of Redevelopment, dated <u>November</u> <u>13, 2007</u> ("Revised Statement"), has been prepared by the Novato Redevelopment Agency ("Agency"), a public body, corporate and politic, organized and existing under the Community Redevelopment Law of the State of California (Part 1 of Division 24 of the Health and Safety Code of the State of California, § 33000 *et seq.*) (the "CRL"), pursuant to the requirements of Senate Bill 1809 (Stats.2006, ch. 603), as codified in Health and Safety Code Section 33373(c), and is recorded in the Official Records of Marin County, California as mandated by the requirements of Health and Safety Code Section 33373(c), to provide legal notice that proceedings for the redevelopment of the real property legally described in <u>Exhibit "A", Exhibit</u> <u>"B"</u>, and <u>Exhibit "C"</u> attached hereto, and by this reference incorporated herein, has been instituted under the CRL.

By adoption of Ordinance No. 1040 on November 29, 1983, the City Council of the City of Novato, in compliance with the CRL and other applicable law, adopted the Redevelopment Plan for the Novato Redevelopment Project, as amended by Ordinance No. 1319 adopted on December 13, 1994 (collectively, "Novato Redevelopment Plan"). The Novato Redevelopment Plan delineates a redevelopment project area which is legally described in <u>Exhibit "A"</u> attached hereto.

By adoption of Ordinance No. 1394 on July 14, 1998, the City Council of the City of Novato, in compliance with the CRL and other applicable law, adopted the Redevelopment Plan for the Hamilton Field Redevelopment Project, as amended by Ordinance No. 1401 on November 24, 1998, and by Ordinance No. 1451 on January 8, 2002, (collectively, "Hamilton Field Redevelopment Plan"). The Hamilton Field Redevelopment Plan delineates a redevelopment project area which is legally described in <u>Exhibit "B"</u> attached hereto.

By adoption of Ordinance No. 1412 on June 29, 1999, the City Council of the City of Novato, in compliance with the CRL and other applicable law, adopted the Redevelopment Plan for the Downtown Redevelopment Project ("Downtown Redevelopment Plan"). The

Downtown Redevelopment Plan delineates a redevelopment project area which is legally described in <u>Exhibit "C"</u> attached hereto.

The Novato Redevelopment Plan, the Hamilton Field Redevelopment Plan, and the Downtown Redevelopment Plan are hereinafter referred to as the "Plans."

THIS REVISED STATEMENT DOES NOT AMEND OR ALTER THE PLANS, OR ANY OF THEM, OR COMMENCE OR INSTITUTE ANY SPECIFIC ACTION OR ACTIVITY OF THE NOVATO REDEVELOPMENT AGENCY WITH RESPECT TO THE REAL PROPERTY LEGALLY DESCRIBED IN <u>EXHIBIT "A</u>" OR <u>EXHIBIT "B"</u> OR <u>EXHIBIT "C"</u>. THE PURPOSE OF THIS REVISED STATEMENT IS MERELY TO COMPLY WITH THE REQUIREMENTS OF SENATE BILL 1809 AS CODIFIED IN INEALTH AND SAFETY CODE SECTION 33373(c) WHICH REQUIRES THE RECORDATION OF THIS REVISED STATEMENT.

The following information is provided pursuant to the requirements of Health and Safety Code Section 33373(b)(1)-(3):

A. <u>NOTICE THAT PROPERTY IS WITHIN REDEVELOPMENT PROJECT AREA</u>

THE PROPERTY LEGALLY DESCRIBED IN <u>EXHIBIT "A"</u> IS LOCATED WITHIN THE BOUNDARIES OF THE REDEVELOPMENT PROJECT AREA DELINEATED IN THE NOVATO REDEVELOPMENT PLAN.

THE PROPERTY LEGALLY DESCRIBED IN <u>EXHIBIT "B"</u> IS LOCATED WITHIN THE BOUNDARIES OF THE REDEVELOPMENT PROJECT AREA DELINEATED IN THE HAMILTON FIELD REDEVELOPMENT PLAN.

THE PROPERTY LEGALLY DESCRIBED IN <u>EXHIBIT "C"</u> IS LOCATED WITHIN THE BOUNDARIES OF THE REDEVELOPMENT PROJECT AREA DELINEATED IN THE DOWNTOWN REDEVELOPMENT PLAN.

B. <u>DESCRIPTION OF PROVISIONS OF THE PLAN THAT AUTHORIZE USE OF</u> <u>THE POWER OF EMINENT DOMAIN BY THE NOVATO REDEVELOPMENT</u> <u>AGENCY AND GENERAL DESCRIPTION OF ANY LIMITATIONS ON USE OF</u> <u>THE POWER OF EMINENT DOMAIN CONTAINED IN THE PLAN, INCLUDING,</u> <u>WITHOUT LIMITATION, THE TIME LIMIT REQUIRED BY HEALTH AND</u> <u>SAFETY CODE SECTION 33333.2</u>

The Novato Redevelopment Plan currently does not authorize the Agency to acquire real property by the use the power of eminent domain. The foregoing limitation on the Agency's authority may be changed only by amending the Novato Redevelopment Plan pursuant to the CRL unless otherwise provided by the CRL or other applicable law.

The Hamilton Field Redevelopment Plan currently does not authorize the Agency to acquire real property by the use the power of eminent domain. The foregoing limitation on the Agency's authority may be changed only by amending the Hamilton Field

Redevelopment Plan pursuant to the CRL unless otherwise provided by the CRL or other applicable law.

The Downtown Redevelopment Plan currently does not authorize the Agency to acquire real property by the use the power of eminent domain. The foregoing limitation on the Agency's authority may be changed only by amending the Downtown Redevelopment Plan pursuant to the CRL unless otherwise provided by the CRL or other applicable law.

This Revised Statement is recorded in the Official Records of Marin County as required by Senate Bill 1809 (Stats (2006, ch. 603), codified in Health and Safety Code Section 33373(c).

By: Daniel Keen, Executive Director

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Novato Redevelopment Agency

State of California }

County of Marin

On november 14, 2007, before me, Victoria Gerlie Motary Public,

personally appeared <u>DANIEL KEEN</u>, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Vintoria Gerlier



(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

[SEE FOLLOWING PAGES]

Attachment No. 1 Legal Description of the Amended Project Area Boundaries

BEGINNING at the Northeast corner of Parcel 2 as shown on the Parcel Map of Lands of Novato Center and Hahn, filed in Book 16 of Parcel Maps, at Page 67, Marin County Records;

thence along the easterly line of said Parcel 2, and an extension thereof South 32° 26' 55" East, 3,171.46 feet to the Southeast corner of the Parcel C as shown on the Parcel Map entitled Vintage Oaks at Novato filed August 26, 1992, in Book 25 of Parcel Maps at Page 39 Marin County Records;

thence along the southerly line of said Parcel C, South 57° 33' 05" West, 145.00 feet to the southeasterly corner of said Parcel C;

thence along the easterly line of said Parcel C and an extension thereof, North 32° 26' 55" West, 245.87 feet;

thence South 57° 33' 05" West, 775.89 feet to the easterly line of U.S. Highway 101;

thence along said easterly line of U.S. Highway 101 the following courses:

North 38° 42' 24" West, 105.37 feet;

thence North 38° 56' 09" West, 500 feet;

thence North 38° 42' 24" West, 1,000 feet;

thence North 33° 30' 46" West, 77.32 feet;

thence North 22° 35' 04" West, 133.24 feet;

thence North 35° 28' 40" West, 195.31 feet;

thence North 37° 45' 51" West, 401.61 feet;

thence on a curve to the right tangent to the preceding course having a radius of 425 feet, through a central angle of 39° 51' 31" an arc length of 295.66 feet;

thence North 02° 05' 40" East, 570.83 feet;

thence on a curve to the right tangent to the preceding course having a radius of 80.00 feet to the central angle of 49° 11' 01" an arc length of 68.67 feet;

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thence North 51° 16' 41" East, 2.10 feet;

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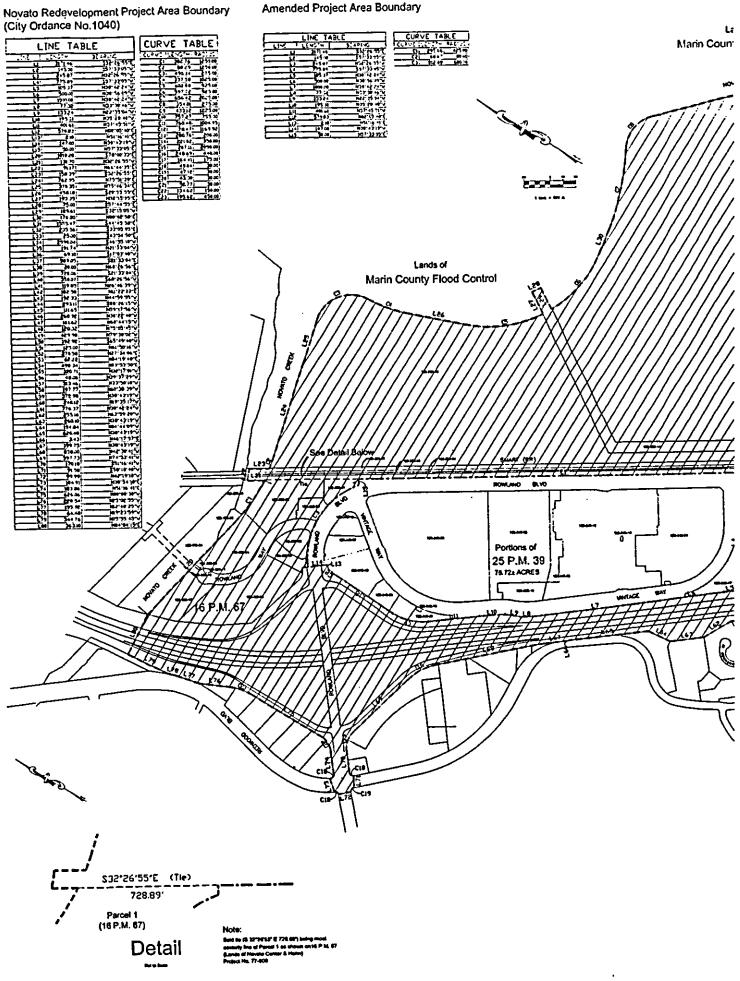
thence North 38° 43' 19" West, 147.00 feet to the northerly line of Parcel 2 as shown on the aforementioned Parcel Map of Lands of Novato Center and Hahn (Book 16 PM Page 67);

thence leaving said easterly line of Highway 101 and along said northerly line of Parcel 2 in an easterly direction along a curve to the right whose radius point bears South 38° 43' 19" East, 600.00 feet, through a central angle of 77° 37' 28", an arc length of 812.88 feet;

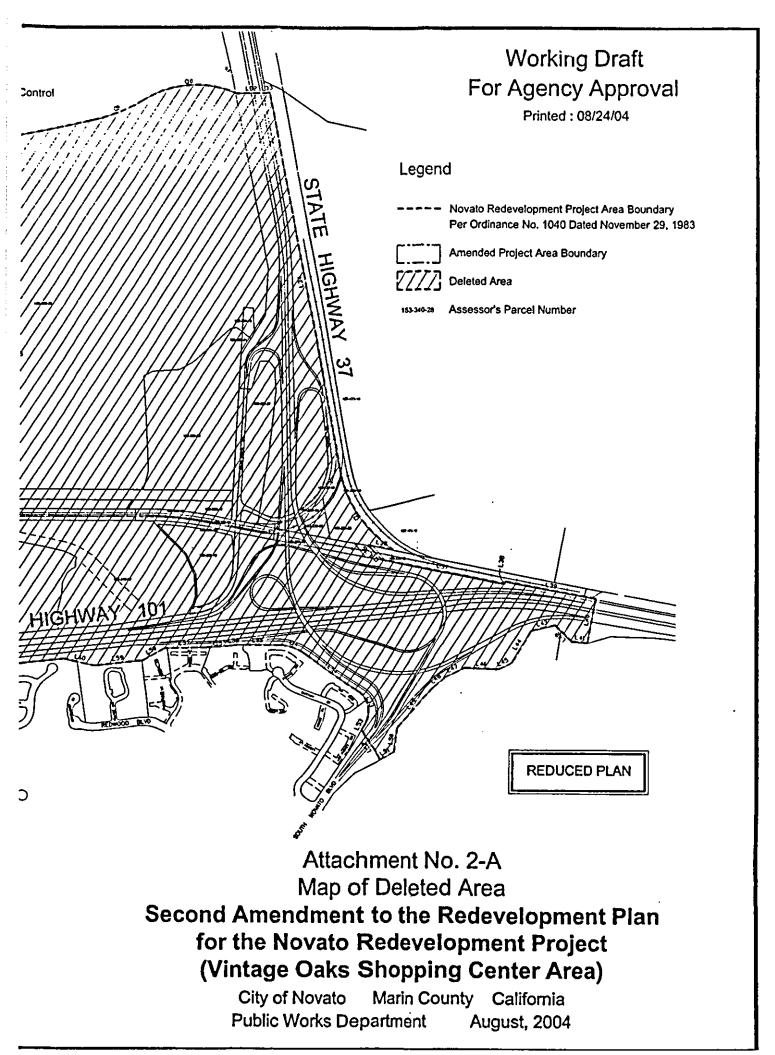
thence continuing along the northerly line of said Parcel 2, North 57° 33' 05" East, 50.00 feet to the POINT OF BEGINNING.

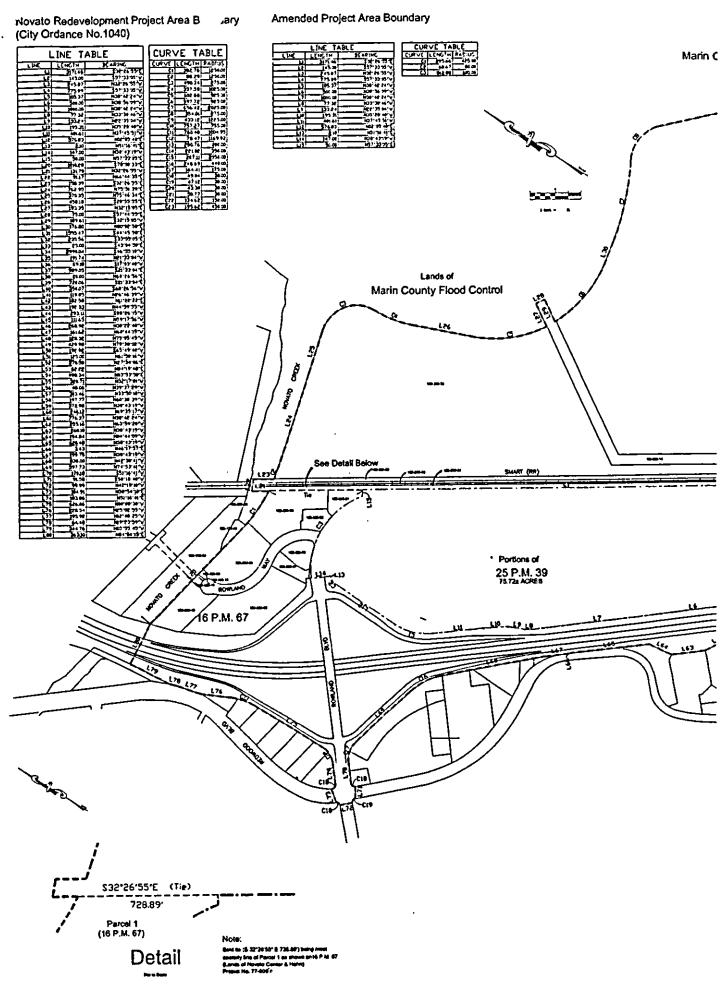
Containing 75.72 acres more or less.

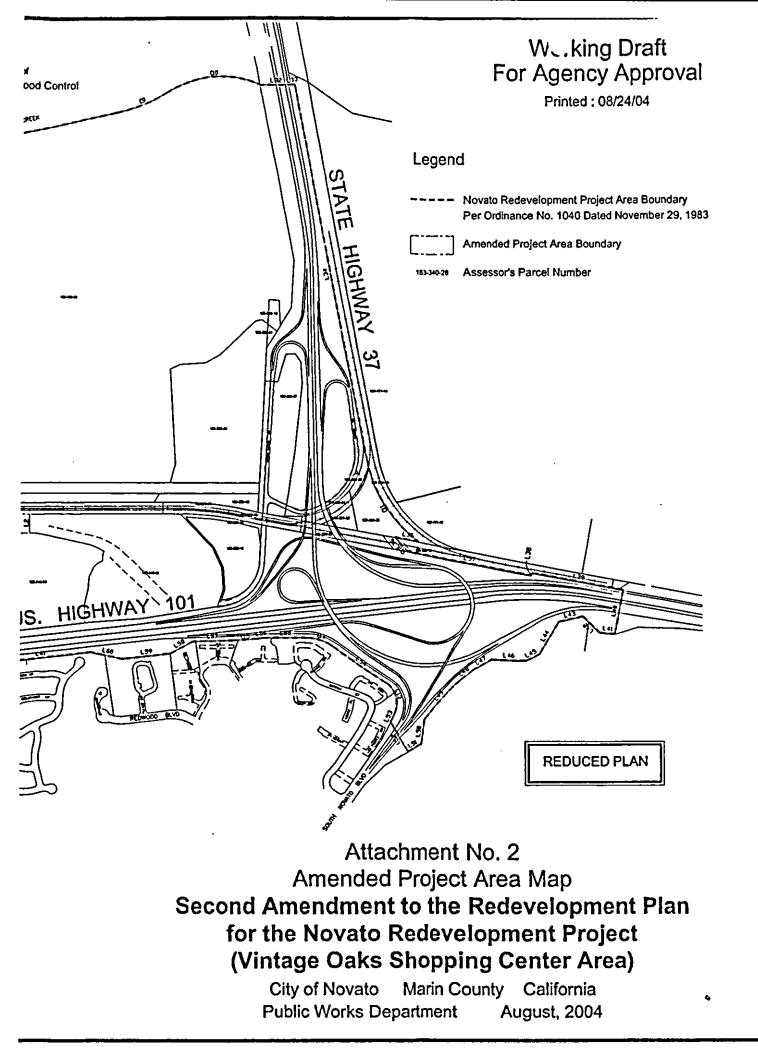
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Amended Project Area Boundary







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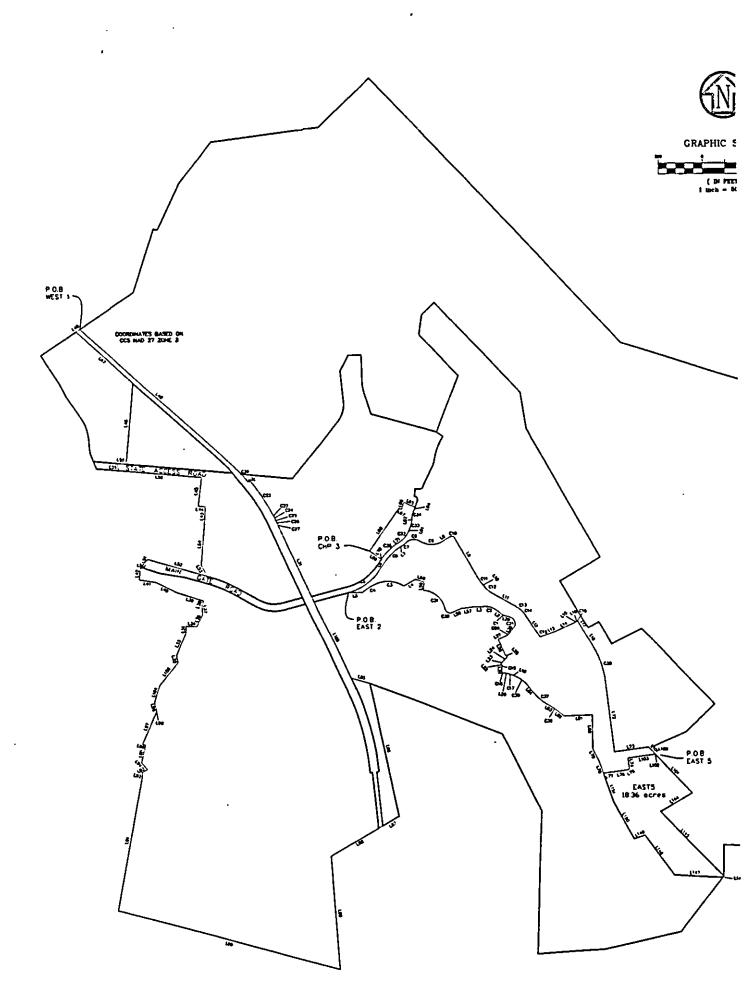
EXHIBIT "B"

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EXHIBIT "B"

LEGAL DESCRIPTION

[SEE FOLLOWING PAGES]



Mainside — Froperty East of Highway 101

CURVE	RADIUS	LENGTH_	DELTA
Ç1	100.000	41 405	23 43 30
C2	200 000	128 896	39 47 27
C3	329 996	314.225	34 43 23
C4	550 000	196 671	20'29'17
Č5	600 000	430 016	41 03 50
C6	374 500	233 211	2315 31
C7	375.500	65 631	10 00 52
Čå	125 000	162 763	74 36 19
Ċ9	250 000	273 203	62 36 49
Č10	40 000	62 832	00.00.00
CII	592 500	81.700	07 54 02
C12	200.500	110 831	00 30 34
Č13	394 500	58 590	
C14	244.500	84.399	19 46 41
Ç15	1504 500	114 115	04 20 45
C16	3 900'	6 126	90'00'00
Č17	200 000	39 812	11'24 18
C18	25 000	22 577	51 44 34
C19	15 000	49 950	49 55 20
C20	100.000		28 37 09
C21	85 000	164 684	111 CO 34
Ç22	1959 910	449 646	13 06 42
¢23	2341.880	30 655	00.45.00
C2+ C25	2914 840	30 524	00.36.00
C25	3869.740	30 393	00-27.00
Ç26	5779 610	30 262	0018 00
C27	11509 170	<u> </u>	00 00 00
C28	1934 910	223.765	06.37.34
C29	1851 110	85 538	02:30:51
C30	59 560	104 252	100 15 20
C31	267.500	347 122	74 21 00
C32	271 175	155.225	32'47'49
C33	316 000	106 743	19.2: 15
C34	334 000	92 060	15:47:33
C35	625 500	253.914	2375 31
Ç 36	474 000	55 077	0, 39 27
C37	526 000	191.734	20.23.06
Ç34	895 000	355 332	22 44 51
Č39	372.000	184 926	28'28'57

HAMILTON FIELD REDEVELOPMENT	4.04
PROJECT EAST OF HIGHWAY	101
CITY OF NOVATO	

1° No1 USC0 76 0°G 13 \$ 5079 0°C 16 0°G 14 \$ 6079 0°C 16 0°G 15 N 825237 N 155 027 16 N 49400°C 12 0°G 17 N 57437 18 842 10 5 007547 18 842 110 5 04806 310 0640 117 5 04806 310 0490 118 N 694417 12 0630 114 N 653047 22 080 115 N 640019 12 0830 116 N 65307 13 00 052 118 N 65307 7 27 0815 119 N 67307 7 27 0815 121 N 0006217 W 2044 122 N 000517 22 085 123 N 4259527 33 701 124 N 00707 27 085 123 N 4259537 33 701 124 N 0707 27 085 123 N 4259537 33 701 124 N 0707 <th></th> <th>DALCTION</th> <th>DISTANCE</th>		DALCTION	DISTANCE
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$ \begin{array}{c} 166 & 5 \ 1943 \ 35 \ \mathbf{w} & 89 \ 021 \\ 167 & \mathbf{N} \ 5501 \ 22 \ \mathbf{w} & 29 \ 999 \\ 165 & 5 \ 5301 \ 22 \ \mathbf{w} & 29 \ 999 \\ 165 & 5 \ 5501 \ 26^{*} \ \mathbf{E} \ 162 \ 022 \\ 170 & \mathbf{N} \ 3745 \ 391 \ \mathbf{E} \ 24 \ 4007 \\ 172 & 5 \ 0774 \ 40^{*} \ \mathbf{E} \ 162 \ 0272 \\ 173 & \mathbf{N} \ 5745 \ 391 \ \mathbf{E} \ 24 \ 4007 \\ 173 & \mathbf{N} \ 5745 \ 391 \ \mathbf{E} \ 24 \ 4007 \\ 174 & 5 \ 0774 \ 40^{*} \ \mathbf{E} \ 24 \ 4007 \\ 175 & 5 \ 5 \ 171 \ 15 \ \mathbf{W} \ 291 \ 500 \\ 176 & \mathbf{N} \ 8277^{*} \ 1 \ \mathbf{E} \ 291 \ 500 \\ 176 & \mathbf{N} \ 8277^{*} \ 1 \ \mathbf{E} \ 291 \ 500 \\ 176 & \mathbf{N} \ 1975 \ 177 \ 175 \ \mathbf{W} \ 292 \ 0007 \\ 176 & \mathbf{N} \ 1975 \ 177 \ 1$		N 6455'17 W	
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192 n 72300 12300 193 N 625751 124953 194 N 407506 w 102700 195 N 134954 201800 w 195 N 134954 201800 w 36307 195 N 134954 201800 w 36307 196 N 132254 396500 w 36307 197 N 232554 396500 w 36307 199 \$ 22741 w 310437 w 310437 103 \$ 22741 w 310437 w 310437 103 \$ 22741 w 310437 w 310437 103 \$ 22741 w 310437 w 310437 104 N 74795 £ 209850 w 310437 106 \$ 390427 w 326.792 u 326.792 1045 \$ 597612 w <td>1.06</td> <td>\$ 11'55'48" [</td> <td>212 807</td>	1.06	\$ 11'55'48" [212 807
192 n 72300 12300 193 N 625751 124953 194 N 407506 w 102700 195 N 134954 201800 w 195 N 134954 201800 w 36307 195 N 134954 201800 w 36307 196 N 132254 396500 w 36307 197 N 232554 396500 w 36307 199 \$ 22741 w 310437 w 310437 103 \$ 22741 w 310437 w 310437 103 \$ 22741 w 310437 w 310437 103 \$ 22741 w 310437 w 310437 104 N 74795 £ 209850 w 310437 106 \$ 390427 w 326.792 u 326.792 1045 \$ 597612 w <td>189</td> <td>\$ 59'59'39' W</td> <td>878 217°</td>	189	\$ 59'59'39' W	878 217°
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194 N 400506 ₩ 102700 195 N 134954 201800 197 N 232554 20800 198 \$22506 \$36307 199 \$22526 \$4300 199 \$22526 \$4300 199 \$22741 \$10437 103 \$22741 \$10437 103 \$22741 \$10437 103 \$22741 \$10437 105 \$257136 \$010437 106 \$174939 \$229850 105 \$257136 \$075091 106 \$390427 \$326,792 1164 \$597617 \$04330 1165 \$373047 101433 1144 \$597617 \$10433 1445 \$433047 \$101433 1447 \$854537 \$50807 148 \$355924 \$62830 148 \$355924 \$62831 149 \$694707 \$211 150 \$2334107 \$481.88	L92	N 62'57'51 E	74 963
106 N 7135'06" w 36.367' 197 N 23'25'54' 396.500' 196 \$ 82'32'06" E 6 4.30' 199 \$ 82'32'06" E 6 4.30' 199 \$ 82'32'06" E 6 4.30' 199 \$ 15'02'36' w 110 72'0 100 N 17'49'39' E 20'9 8'50' 1105 \$ 25'13'56' 0'7'5 69'1' 1106 \$ 39'04'27' w 326.792' 1144 \$ 59'16'17' w 413.00' 1145 \$ 43'30'4'' 10'14.33' 1145 \$ 59'16'17' w 413.00' 1145 \$ 43'30'4'' 10'14.33' 1146 \$ 59'16'17' w 50'26'20' 1147 N 85'34'50' w \$ 60'80' 1148 N 35'59'24' w 56'2.83' 149 \$ 69'4'70' w 32'11' 148 N 35'59'24' w 56'2.83' 149 \$ 69'4'70' w 32'1' 149 \$ 69'4'70' w \$ 52'1'3' 149 \$ 69'4'70' w \$ 52'2' 148	L94	N 40105'06' W _	102 700
197 N 23'25'54' 396 500' 199 5 82'52'06' 6 4 30' 190 N 15'02'36' W 110 720' 103 5 82'27'41' W 310 437' 104 N 17'49'39' 2'0'3 85' 105 \$ 25'7'41' W 310 437' 106 N 17'49'39' 2'0'3 850' 106 \$ 35'74'27' W 326'792' 1165 \$ 43'30'47' 10'4'.33' 1144 \$ 59'76'17' W 315'0' 1145 \$ 43'30'47' 10'4.33' 1145 \$ 43'30'47' 10'4.33' 1146 \$ 37'35'38' 18.47' 1147 N 85'34'50' \$ 540.80' 1148 N 35'59'24' \$ 562.83' 1148 N 35'59'24' \$ 562.83' 1149 \$ 69'3'6'0' ¥ 32'1' 150 N 2'3'4'10' W \$ 48.88' 4151 N 19'50'32'' \$ 45'2''	196	N 71'35'06' W	36 367
L105 \$257136 L \$257627 L106 \$357627" \$37627 L144 \$557617" \$\$ \$37627 L144 \$557617" \$\$ \$415.08" L145 \$435047" [1014.33" L146 \$373538" \$\$ 18.47" L147 \$\$ 8634755 \$\$ \$40.80" L148 \$\$ \$35924" \$\$ 540.80" L148 \$\$ \$55924" \$\$ 540.80" L148 \$\$ \$55924" \$\$ 540.80" L149 \$\$ 694701" \$\$ 12711" L150 \$\$ \$24074" \$\$ 644.35"	197	N 23'25'54 E	396.500
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L105 \$257136 L \$257627 L106 \$357627" \$37627 L144 \$557617" \$\$ \$37627 L144 \$557617" \$\$ \$415.08" L145 \$435047" [1014.33" L146 \$373538" \$\$ 18.47" L147 \$\$ 8634755 \$\$ \$40.80" L148 \$\$ \$35924" \$\$ 540.80" L148 \$\$ \$55924" \$\$ 540.80" L148 \$\$ \$55924" \$\$ 540.80" L149 \$\$ 694701" \$\$ 12711" L150 \$\$ \$24074" \$\$ 644.35"	I L103	\$ 82'27'41' W	209 850
L106 \$ 3974 27 W 320.792 L144 \$ 597617 W 41.00 L145 \$ 4330 47 [1014.33 L146 \$ 37.35 38 W 18.47 L147 N 8534 53 W 540.80 L148 N 3559 24 W 540.80 L149 \$ 694701 W 127.11 L150 N 22134 10 W 481.89 L151 N 1950 32 W 345.73 L100 \$ 434014 \$ 604.138	L105		975.691
(149 5 69'4/01 W 12/11 (150 N 29'34'10" W 481.88 (151 N 19'50'32" W 345.73' (150 5 41'40'14" F 604'135	L106		
(149 5 69'4/01 W 12/11 (150 N 29'34'10" W 481.88 (151 N 19'50'32" W 345.73' (150 5 41'40'14" F 604'135	1145	5 43'30'47 E	1014.33
(149 5 69'4/01 W 12/11 (150 N 29'34'10" W 481.88 (151 N 19'50'32" W 345.73' (150 5 41'40'14" F 604'135	1146	5 37'35'38 W	<u> </u>
(149 5 69'4/01 W 12/11 (150 N 29'34'10" W 481.88 (151 N 19'50'32" W 345.73' (150 5 41'40'14" F 604'135	L)48	N 35 59 24 W	562.83
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L100 5 43'40 14 E 504 135 L101 5 43'40'14 E 110 559 L102 5 66'16'26' W 2 532			345.73
L102 5 6676'26 W 2 532	L100	5 43'40'14 E	110 559
		5 6616'26' W	2 532

Path: C:\MTM File: JOHNC 27,582 .a 6-19-98 4:35:	
Hamilton Field East	<u>5-5</u>
Project: 410059 Redevelopment Parcel	
Project: 410059 Lot Map Check URUTKTT	T . 1
LOC Map Check PROTECT	Fri Jun 19 16:33:20 🚍
MRA	1998
Lot name: CHP3	
North: 573156.90500 East: 1418479 73000	
Line Courses & France East: 1418817 045	0 7
	104
North: 573706 94974	•
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North, $E_{7,2}$.51
North: 573611.18945 East: 1418982.636 Curve Length: 92.061 Radius: 334.000 Delta: 15-47-33 Tangent: 46.324 Chord: 91.769 Course: S 13-30-21 M	64
Delta: 15-47-33 Radius: 334.000	
Chord: 91.769 Tangent: 46.324	
Course In: S 68-35-52 E RP North: 573489.30855 Course: S 13-30-21 V Course Out: N 84-23-25 V	W
RP North: 573489.30855 Course Out: N 84-23-25 W End North: 573521.95764 East: 1419293.6045	W
End North: 573521.95764 Line Course: S 05-36-35 W Length East: 1419293.6049	
North: 573499.14343 East: 1418958.9632 Curve Length: 106.743 Radius: 316.000 Delta: 19-21-15 Tangent: 53.885	28
Delta: 19-21-15 Radius: 316.000	
CHOPG: 106.236	
Course In: N 84-23-25 W Course: S 15-17-12 W RP North: 573530.03299 Course Out: S 65-02-10 E	
End North, 572200 $cash = East; 1418644 A766$	6
Line Course: S 24-57-50 W Longth East: 1418930.9540	3
North: 573370.48066 East: 1418910 7626	·
-2000000000000000000000000000000000000	2
Delta: 32-47-49 Chord: 153.114 Radius: 271.175 Tangent: 79.804	•
Course In N CE 12 Course: S 41-21-45 W	
RP North: 573484 92025 Course Out: S 32-14-21 E	
End North, 572255 552 East: 1418672 92343	з [.]
21ne Course: S 57-45-39 W Length, 24 1001 1:58298	B
	-
Delta, 23-15 24 Radius: 625,500	
Chord: 252 174 Tangent: 128.730	
Course In: S 32-14-21 F Course: S 46-07-54 W	
R_{2}^{P} North: 572712 Azor, R_{2}^{P} South of the Size of	
East: 1419130.62061	-

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Path: C:\MTM File: JOHN .ASC 27,582 .a.. 6-19-98 4:35:42 pm Page 2 End North: 573067.78660 East: 1418615.14342 Line Course: S 34-30-08 W Length: 4.596 North: 573063.99902 East: 1418612.54007 Course: N 55-01-28 W Length: 162.072 Line North: 573156.90305 East: 1418479.73881 Perimeter: 1738.344 Area: 134,399.293 sq.ft. 3.085 acres Mapcheck Closure - (Uses listed courses, radii, and deltas) Error Closure: 0.00196 Error North: -0.001951 Precision 1: 886,823.165 ------Lot name: east2 North: 572691.06169 East: 1418238. Radius: 600.000 Tangent: 224.711 Course: N 55-02-East: 1418238.97062 Curve Length: 430.020 Delta: 41-03-50 Chord: 420.874 Course: N 55-02-03 E Course In: N 14-26-02 W Course Out: S 55-29-52 E RPNorth:573272.12323East:1418089.41298FndNorth:572932.26031East:1418583.87551 Line Course: N 34-30-08 E Length: 129.402
 North:
 573038.90104
 East:
 1418657.17375

 Curve
 Length:
 233.212
 Radius:
 574.500

 Delta:
 23-15-31
 Tangent:
 118.234

 Chord:
 231.613
 Course:
 N 46-07-54
 E
 Course In: S 55-29-52 E Course Out: N 32-14-21 W RP North: 572713.48229 End North: 573199.41088 Line Course: N 57-45-39 E Length: 24.400
 North:
 573212.42717
 East:
 1418844

 Curve
 Length:
 65.632
 Radius:
 375.500

 Delta:
 10-00-52
 Tangent:
 32.900

 Chord:
 65.548
 Course:
 N 52-45 East: 1418844.79018 Course: N 52-45-13 E Course Out: S 42-15-13 E Course In: N 32-14-21 W RP North: 573530.03585 East: 1418644.47798 East: 1418896.96923 Radius: 125.000 End North: 573252.09986 Curve Length: 162.763 Delta: 74-36-19 Tangent: 95.233 Chord: 151.506 Course: N 85-02-57 E Course In: S 42-15-13 E Course Out: N 32-21-06 E

 RP
 North:
 573159.57789
 East:
 1418981.02091

 End North:
 573265.17534
 East:
 1418981.02091

 Curve
 Length:
 273.203
 Radius:
 250.000

 Delta:
 62-36-49
 Tangent:
 152.043

 Chord:
 259.810
 Course:
 S 88-57-19
 E

 Course In:
 N 32-21-06
 E
 Course Out:
 S 30-15-43
 E

 RP
 North:
 573476.37025
 East:
 1419181.68879

 RP North: 573159.57789

Path: C:\MTM File: JOHN .ASC 27,582 .a. 6-19-98 4:35:42 pm Page 3 End North: 573260.43764 East: 1419307.67731 Line Course: N 59-44-17 E Length: 100.674

 Inne
 Course: N 59-44-17 E
 Length: 100.674

 North: 573311.17271
 East: 1419394.63251

 Curve
 Length: 62.832
 Radius: 40.000

 Delta: 90-00-00
 Tangent: 40.000

 Chord: 56.569
 Course: S 75-15-43 E

 Course In: S 30-15-43 E
 Course Out: N 59-44-17 E

 RP
 North: 573296.78165
 East: 1419414.79067

 Line
 Course: S 20-15-43 E
 Longth: 518.842

 Line Course: S 30-15-43 E Length: 518.842

 B
 Course: S 30-15-43 E
 Length: 518.842

 North: 572848.64201
 East: 1419710.81241

 Ve
 Length: 81.700
 Radius: 592.500

 Delta: 7-54-02
 Tangent: 40.915

 Chord: 81.636
 Course: S 34-12-44 E

 Course In: N 59-44-17 E
 Course Out: S 51-50-15 W

 RP
 North: 573147.23478
 East: 1420222.57272

 End North: 572781.13263
 East: 1419756.71279

 Curve Length: 81.700 End North: 572781.13263 Line Course: S 38-09-45 E North: 572749.24187 Curve Length: 110.833 Delta: 22-38-21 Chord: 110.114 Course In: N 51-50-15 E RP North: 572922.56111 End North: 572677.70249 Line Course: S 60-48-06 E North: 572526.23483 East: 1419756.71279 Length: 40.560 Tangent: 56.149 Course: S 49-28-56 E Course Out: S 29-11-54 W East: 1420002.32091 East: 1419865.48340 East: 1420136.52138 Line Course: S 60-48-06 E Length: 310.490 North: 572526.23483 Curve Length: 58.590 Delta: 8-30-34 Chord: 58.536 Course In: S 29-11-54 W RP North: 572181.86147 End North: 572493.96640 Curve Length: 84.399 Delta: 19-46-41 Chord: 83.981 Course In: S 37-42-27 W RP North: 572300.53182 End North: 572431.95356 End North: 572431.95356 Length: 310.490 Radius: 394.500 Course: S 56-32-49 E Course Out: N 37-42-28 E Course Out: N 37-42-28 E Course In: S 29-11-54 W RP North: 572181.86147 East: 1419944.07077 End North: 572493.96640 Course In: S 37-42-27 W RP North: 572300.53182 End North: 572431.95356 Line Course: S 32-30-52 E Length: 325.740 Line Course: S 32-30-52 E North: 572157.27136 Curve Length: 114.115 Delta: 4-20-45 Chord: 114.088 Course In: N 17-37-56 W RP North: 573591.09066 Find North: 572195.92679 East: 1420417.08218 Religting East: 1420417.08218 Radius: 1504.500 Tangent: 57.085 Course: N 70-11-42 E Course Out: S 21-58-41 E East: 1419961.36025 East: 1420524.42156 Line Course: S 32-30-52 E Length: 325.740 Line Course: N 68-01-19 E Length: 72.990 North: 572223.24341 East: 1420592.10718 Line Course: N 63-38-04 E Length: 250.750 North: 572334.60063 East: 1420816.77389 Line Course: N 49-41-41 E Length: 22.080

Path: C:\MTM File: JOHN .ASC 27,582 .a.. 6-19-98 4:35:42 pm North: 572348.88330 East: 1420833.61229 Line Course: N 66-39-20 E Length: 9.440 North: 572352.62398 East: 1420842.27952 Length: 6.126 Curve Radius: 3.900 Delta: 90-00-00 Tangent: 3.900 Chord: 5.515 Course: S 74-59-31 E Course In: S 29-59-31 E Course Out: N 60-00-29 E RP North: 572349.24620 East: 1420844.22905 End North: 572351.19573 East: 1420847.60682 Line Course: S 29-59-31 E Length: 130.805 North: 572237.90608 East: 1420912.99339 Line Course: S 29-59-31 E Length: 270.815 North: 572003.35438 East: 1421048.36792 Curve Length: 355.332 Radius: 895.000 Delta: 22-44-51 Tangent: 180.037 Chord: 353.003 Course: S 18-37-06 E Course In: S 60-00-29 W Course Out: N 82-45-20 E RP North: 571555.96336 East: 1420273.21227 End North: 571668.82535 East: 1421161.06765 Line Course: S 07-14-40 E Length: 824.200 North: 570851.20478 East: 1421265.00156 Line Course: N 82-27-41 E Length: 393.560 North: 570902.83761 East: 1421655.15990 Course: S 43-40-14 E Length: 110.559 Line North: 570822.86784 East: 1421731.50208 Line Course: S 66-16-26 W Length: 2.532 North: 570821.84905 East: 1421729.18408 Line Course: S 82-27-41 W Length: 310.437 North: 570781.12149 East: 1421421.43029 Line Course: S 07-32-19 E Length: 121.432 North: 570660.73907 East: 1421437.36148 Line Course: S 63-11-15 W Length: 29.000 North: 570647.65797 East: 1421411.47934 Line Course: S 82-45-20 W Length: 169.162 North: 570626.32617 East: 1421243.66773 Line Course: S 82-45-20 W Length: 108.838 North: 570612.60140 East: 1421135.69856 Line Course: N 19-50-32 W Length: 121.641 North: 570727.02068 East: 1421094.40982 Line Course: N 26-22-26 W Length: 183.900 North: 570891.77932 East: 1421012.71648 Line Course: N 00-40-00 W Length: 382.274 North: 571274.02744 East: 1421008.26862 Line Course: S 88-16-17 W Length: 320.680 North: 571264.35401 East: 1420687.73456 Line Course: N 53-29-55 W Length: 111.392 North: 571330.61468 East: 1420598.19294 Curve Length: 55.077 Delta: 6-39-27 Chord: 55.046 Radius: 474.000 Tangent: 27.570 Course: N 56-49-39 W Course In: S 36-30-05 W Course Out: N 29-50-38 E RP North: 570949.59336 East: 1420316.23770

Path: C:\MTM File: JOHN .ASC 27,582 .a. 6-19-98 4:35:42 pm Page 5 End North: 571360.73362 East: 1420552.11837 Line Course: N 60-09-22 W Length: 75.539

 Line
 Course: N t0-09-22 W
 Lengtn: /5.539

 North: 571398.32474
 East: 1420486.59701

 Curve
 Length: 191.733
 Radius: 526.000

 Delta: 20-53-06
 Tangent: 96.943

 Chord: 190.674
 Course In: N 29-50-38 E

 RP
 North: 571854.56899
 East: 1420748.35487

 End North: 571521.61593
 East: 1420341.14699

 End North: 571521.61593 Line Course: N 39-16-16 W North: 571611.42617 Curve Length: 184.926 Delta: 28-28-57 Chord: 183.028 Course In: S 50-43-52 W RP North: 571375.96483 End North: 571720.26931 Line Course: N 67-45-05 W North: 571734.52307 East: 1420341.14699 Length: 116.010 East: 1420267.71375 Course: N 53-30-36 W Course Out: N 22-14-55 E East: 1419979.71730 East: 1420120.56624 Length: 37.646 East: 1420085.72299

 Bit Course: N 6/-45-05 W
 Length: 3/.646

 North: 571734.52307
 East: 1420085.72299

 Je Length: 39.811
 Radius: 200.000

 Delta: 11-24-18
 Tangent: 19.972

 Chord: 39.746
 Course: N 73-27-14 W

 Course In: S 22-14-55 W
 Course Out: N 10-50-37 E

 RP North: 571549.41314
 East: 142009.99776

 End North: 571745.84200
 East: 1420047.62355

 Curve Length: 39.811 Line Course: N 79-09-23 W Length: 52.157

 Line
 Course: N /9-09-23 W
 Length: 52.15/

 North:
 571755.65424
 East: 1419996.39784

 Curve
 Length:
 22.577
 Radius: 25.000

 Delta:
 51-44-34
 Tangent:
 12.124

 Chord:
 21.818
 Course: S 74-58-20 W

 Course In:
 S 10-50-37 W
 Course Out: N 40-53-57 W

 RP
 North:
 571731.10064
 East: 1419991.69462

 End North:
 571749.99721
 East: 1419975.32637

 Line Course: N 00-40-21 W Length: 74.044

 North:
 571824.03611
 East:
 1419974.45731

 Curve
 Length:
 13.070
 Radius:
 15.000

 Delta:
 49-55-20
 Tangent:
 6.982

 Chord:
 12.660
 Course:
 N 24-17-19 E

 Course In:
 N 69-19-39 E
 Course Out:
 N 40-45-01 W

 RP
 North:
 571824.21217
 East:
 1419989.45628

 Line
 Course:
 N 40-45-01 W
 Longth:
 27.000

 East: 1419974.45731 East: 1419989.45628 East: 1419979.66483 Course: N 40-45-01 W Length: 27.996 Line North: 571856.78429 East: 1419961.39006 Line Course: N 42-59-53 E Length: 33.701 North: 571881.43243 East: 1419984.37326 Course: N 47-07-41 E Length: 71.019 Line North: 571929.75106 East: 1420036.42139 Line Course: N 43-52-53 W Length: 31.724 North: 571952.61697 East: 1420014.43133 Line Course: N 23-55-12 W Length: 192.532 North: 572128.61287 East: 1419936.36717 Line Course: N 64-03-11 E Length: 98.079

Path: C:\MTM File: JOHN .ASC 27,582 .a.. 6-19-98 4:35:42 pm Page 6 North: 572171.52623East: 1420024.5597CurveLength: 49.950Radius: 100.000Delta: 28-37-09Tangent: 25.508Chord: 49.432Course: N 49-44-37 E East: 1420024.55977 Chord: 49.432Course: N 49-44-37 ECourse In: N 25-56-49 WCourse Out: S 54-33-58 ERP North: 572261.44619East: 1419980.80599End North: 572203.46987East: 1420062.28449 East: 1419980.80590 End North: 572203.46987 East: 1420062.28440 Line Course: N 35-26-02 E Length: 86.222
 Durse:
 N 35-20-02
 East:
 1420112

 North:
 572273.72226
 East:
 1420112

 Length:
 164.884
 Radius:
 85.000

 Delta:
 111-08-34
 Tangent:
 124.007

 Chord:
 140.221
 Course:
 N 20-08
 East: 1420112.27275 Curve Length: 164.884 Course: N 20-08-15 W
 Course In: N 54-33-58 W
 Course Out: N 14-17-28 E

 RP North: 572323.00213
 East: 1420043.01603
 East: 1420043.01602 End North: 572405.37173 East: 1420063.99816 Line Course: N 75-42-32 W Length: 48.465 North: 572417.33525 East: 1420017.03295 Length: 41.408 Delta: 23-43-30 Chord: 41.113 Radius: 100.00 Tangent: 21.005 Course: N 63-50 Curve Radius: 100.000 Course: N 63-50-47 W
 Course In: N 14-17-28 E
 Course Out: S 38-00-58 W

 RP North: 572514.24065
 East: 1420041.71782

 End North: 572435 45689
 East: 1420041.71782
 End North: 572435.45689 East: 1419980.12952 Line Course: N 51-59-02 W Length: 76.079 North: 572482.31266 East: 1419920.19162 Delta: 39-47-27 Chord: 136.122 Se In. 5 20 Curve Length: 138.896 Radius: 200.000 Tangent: 72.381 Course: N 71-52-45 W Course In: S 38-00-58 W Course Out: N 01-46-29 W RP North: 572324.74514 End North: 572524.64920 East: 1419797.01501 East: 1419790.82105 Line Course: S 88-13-31 W Length: 145.504 North: 572520.14297 East: 1419645.38685 Line Course: S 82-09-04 W Length: 129.031 North: 572502.52238 East: 1419517.56465 Line Course: S 67-01-07 W Length: 112.810 North: 572458.47774 East: 1419413.70819
 Curve
 Length:
 104.252
 Radius:
 59.580

 Delta:
 100-15-20
 Tangent:
 71.327

 Chord:
 91.452
 Course:
 N 62-53
 Course: N 62-51-13 W Course In: N 22-58-53 W Course Out: S 77-16-27 W RP North: 572513.32897 East: 1419390.44624

 RP North: 572513.32897
 East: 1419390.44624

 End North: 572500.20433
 East: 1419332.32981

 /e Length: 347.122
 Radius: 267.500

 Delta: 74-21-00
 Tangent: 202.860

 Chord: 323.275
 Course: N 49-54-03 W

 Course In: S 77-16-27 W
 Course Out: N 02-55-27 E

 RP North: 572441.27782
 Fast: 1419332.32981

 Curve Length: 347.122 RP North: 572441.27782 . End North: 572708.42952 East: 1419071.40086 End North: 572708.42952 East: 1419085.04715 Line Course: N 06-49-11 E Length: 93.936 North: 572801.70089 East: 1419096.20166 Line Course: N 72-00-49 W Length: 104.297

Path: C:\MTM File: JOHN .ASC 27,582 .a.. 6-19-93 4:35:42 pm Page 7 North: 572833.90687 East: 1418997.00166 Course: S 60-29-46 W Length: 154.742 Line Line Course: S 60-29-46 W Length: 154.742 North: 572757.69912 Curve Length: 314.225 Delta: 54-43-23 Chord: 302.417 Course In: S 33-30-45 W RP North: 572483.39198 End North: 572790.10272 Curve Length: 196.671 Delta: 20-29-17 Chord: 195.625 Course: S 58-32-43 W Chord: 195.625Course: S 58-32-43 WCourse In: S 21-12-38 ECourse Out: N 41-41-55 WRP North: 572277.36128East: 1418760.63795End North: 572688.02115East: 1418394.77121 Line Course: N 88-52-52 W Length: 155.827 North: 572691.06399 East: 1418238.97392 Perimeter: 11217.315 Area: 1,823,314.888 sq.ft. 41.858 acres Mapcheck Closure - (Uses listed courses, radii, and deltas) Error Closure: 0.00402 Error North: 0.002305 Precision 1: 2,787,991.631 . Lot name: west1 North: 575683.33826 East: 1415190.93068 Line Course: S 47-58-44 E Length: 2345.739

 Line
 Course: 5 4/-58-44 E
 Length: 2345.735

 North: 574113.09030
 East: 1416933.57602

 Curve
 Length: 223.767
 Radius: 1934.910

 Delta:
 6-37-34
 Tangent: 112.009

 Chord:
 223.643
 Course: S 44-39-57 E

 Course In:
 S 42-01-16 W
 Course Out: N 48-38-50 E

 RP
 North:
 572675.64909
 East: 1415638.33880

 End North:
 573954.03138
 East: 1417090.79032

 Line Course: S 84-51-44 E Length: 36.059

 ourse: S 84-51-11
 East: 141/12

 North: 573950.80226
 East: 1959.910

 Add 549
 Radius: 1959.910

 Add 549
 Radius: 1959.910

 East: 1417126.70445 Curve Length: 449.649 Delta: 13-08-42 Chord: 448.661 Tangent: 225.814

 Chord: 448.661
 Course: S 34-00-57 E

 Course In: S 49-24-42 W
 Course Out: N 62-33-24 E

 RP North: 572675.64640
 East: 1415638.34134

 End North: 573578.91231
 East: 1417377.69694

 Course: S 34-00-57 E .
 Curve Length: 30.655
 Radius: 2341.880

 Delta: 0-45-00
 Tangent: 15.328

 Chord: 30.655
 Course: S 27-04-06 E

 Course In: S 62-33-24 W
 Course Out: N 63-18-24 E

 RP North: 572499.60746
 East: 1415299.35554
 Radius: 2341.880

Path: C:\MTM File: JOHN .ASC 27,582 .a.. 6-19-98 4:35:42 pm End North: 573551.61519 East: 1417391.64655 Curve Length: 30.524 Radius: 2914.840 Delta: 0-36-00 Tangent: 15.262 Chord: 30.524 Course: S 26-23-36 E Course In: S 63-18-24 W Course Out: N 63-54-24 E RP North: 572242.22521 East: 1414787.45952 End North: 573524.27291 East: 1417405.21541 Curve Length: 30.393 Radius: 3869.740 Delta: 0-27-00 Tangent: 15.197 Chord: 30.393 Course: S 25-52-06 E Course In: S 63-54-24 W Course Out: N 64-21-24 E RP North: 571822.22707 East: 1413929.88411 End North: 573496.92551 East: 1417418.47592 Curve Length: 30.262 Radius: 5779.610 Delta: 0-18-00 Tangent: 15.131 Course: S 25-29-36 E Chord: 30.262 Course In: S 64-21-24 W Course Out: N 64-39-24 E RP North: 570995.69705 East: 1412208.12584 End North: 573469.61002 East: 1417431.50084 Curve Length: 30.131 Radius: 11509.170 Delta: 0-09-00 Tangent: 15.065 Chord: 30.131 Course: S 25-16-06 E Course In: S 64-39-24 W Course Out: N 64-48-24 E RP North: 568543.20755 .East: 1407029.98399 End North: 573442.36206 East: 1417444.36247 Course: S 25-11-36 E Line Length: 942.223 North: 572589.76653 East: 1417845.44231 Line Course: S 25-11-36 E Length: 975.691 North: 571706.88659 East: 1418260.76861 Line Course: S 74-11-48 E Length: 219.867 North: 571647.00884 East: 1418472.32511 Line Course: S 11-55-48 E Length: 1544.722 North: 570135.65147 East: 1418791.64464 Line Course: S 59-59-39 W Length: 212.807 North: 570029.22921 East: 1418607.35920 Line Course: S 59-59-39 W Length: 678.217 East: 1418020.04058 North: 569690.06091 Line Course: S 03-55-05 E Length: 1285.462 North: 568407.60330 East: 1418107.87580 Line Course: N 74-47-16 W Length: 2623.459 North: 569095.98589 East: 1415576.34137 Line Course: N 10-44-28 E Length: 1579.400 North: 570647.71374 'East: 1415870.69670 --Line Course: N 71-35-06 W Length: 17.315 North: 570653.18350 East: 1415854.26835 Line Course: N 62-57-51 E Length: 74.963 North: 570687.25776 East: 1415921.03957 Line Length: 102.700 Course: N 40-05-06 W North: 570765.83250 East: 1415854.90864 Line Course: N 13-49-54 E Length: 201.800 North: 570961.78076 East: 1415903.15300 Line Course: N 71-35-06 W Length: 36.387

	Path: C:\MTM File: JOHN .ASC	27,582	.a 6-:	L9-98 4:35:	42 pm
Line	North: 570973.27532 Course: N 23-25-54 E North: 571337.07799	Length	: 396.500		
Line	Course: S 82-52-06 E North: 571336.27966	Length	6.430	1416026.29	
Line	Course: N 15-02-36 W North: 571443.20527	Length	: 110.720		
Line	Course: N 17-49-39 E North: 571642.97881	Length:	209.850		
Line	Course: N 39-04-27 E North: 571896.67746	Length	326.792		
Line	Course: N 15-01-24 W North: 571968.24958	Length:	74.105	1416274.173	
Line	Course: N 23-40-01 E North: 572216.36536	Length:	270.900		
Line	Course: N 04-06-40 E North: 572312.37767	Length:	96.260	1416363.709	•
Line	Course: S 87-40-25 E North: 572307.50217	Length.	120.110		
Line	Course: N 23-22-09 E North: 572457.57161	Length:	163.480		
Line	Course: N 04-35-18 W North: 572558.56690	Length:	101.320	1416555.466 1416547.361	
Line	Course: N 23-18-57 E North: 572605.99901	Length:	51.650	1416567.804	
Line	Course: N 72-21-06 W North: 572700.97428	Length:	313.270	1416269.278	
Line	Course: N 63-05-06 W North: 572820.10297	Length:	263.170	1416034.615	
Line	Course: N 80-40-06 W North: 572850.08922	Length:	184.930	1415852.132	
Line	Course: N 04-14-50 E North: 572984.88801	Length:	135.170	1415862.143	
Line	Course: S 83-02-36 E North: 572978.65198	Length:	51.487	1415913.251	
Line	Course: N 16-22-24 E North: 573081.39705	Length:	107.088	1415943.438	
Line	Course: S 73-33-44 E North: 572885.38074	Length:	692.701	1416607.827	
Line	Course: N 26-53-44 W North: 573012.59264	Length:	142.641	1416543.301	
Line	Course: N 04-54-16 E North: 573473.64836	Length:	462.750	1416582.863	
Line	Course: N 03-55-16 E North: 573670.81573	Length:	197.630	1416596.378:	
Line	Course: N 83-15-00 W North: 573680.35389	Length:	81.150	1416515.7908	
Line	Course: N 06-45-00 E North: 574002.29874	Length:	324.192 East:	1416553.8959	
Line	Course: N 84-51-44 W North: 574085.24277	Length:	926.221	1415631.395	
Curve	Length: 85.535			1851.110	

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Path: C:\MTM File: JOHN .ASC 27,582 .a.. 6-19-98 4:35:42 pm Page 10 Delta: 2-38-51 Tangent: 42.777 Chord: 85.530 Course: N 15-34-49 W Course In: S 75-44-37 W Course Out: N 73-05-46 E RP North: 573629.38589 East: 1413837.29369 End North: 574167.62784 East: 1415608.42436 Line Course: S 84-51-44 E Length: 106.360 North: 574158.10320 East: 1415714.35703 Line Course: N 05-08-16 E Length: 916.037 North: 575070.45978 East: 1415796.38907 Line Course: N 47-58-44 W Length: 872.666 North: 575654.62622 East: 1415148.08705 Line Course: N 56-11-06 E Length: 51.568 North: 575683.32449 East: 1415190.93174 Perimeter: 21544.875 Area: 11,516,431.586 sq.ft. 264.381 acres Mapcheck Closure - (Uses listed courses, radii, and deltas) Error Closure: 0.01381 Course: S 04-25-08 E Error North: -0.013768 East: 0.001064 Precision 1: 1,560,170.466

HAMILDN FIELD MANSIOR - PRUPERTY Prcl5Est.asc HIGHWAY 101 PART OF ADOPTIO PLAN AF ON JULY 14 1998

Lot name: EAST5

No	orth: 570822.86516	Roch, 1401721 40064
Line	Course: S 43-40-14 E	East: 1421731.49964
A411C	North: 570385.87952	Length: 604.137
Line	Course: S 59-16-12 W	East: 1422148.66275 Length: 413.083
	North: 570174.79697	-
Line	Course: S 43-30-47 E	
	North: 569439.18348	Length: 1014.335
Line	Course: S 37-35-38 W	East: 1422491.97264 Length: 18.470
	North: 569424.54868	-
Line	Course: N 86-34-50 W	East: 1422480.70482 Length: 540.803
	North: 569456.80496	East: 1421940.86465
Line	Course: N 35-59-24 W	Last: 1421940.88485 Length: 562.831
	North: 569912.20253	East: 1421610.12036
Line	Course: S 69-47-01 W	Length: 127.106
	North: 569868.27894	East: 1421490.84483
Line	Course: N 29-34-10 W	Length: 481.881
	North: 570287.39890	East: 1421253.04711
Line	Course: N 19-50-32 W	Length: 345.726
	North: 570612.59946	East: 1421135.69692
Line	Course: N 82-45-20 E	Length: 278.000
	North: 570647.65603	East: 1421411.47770
Line	Course: N 63-11-15 E	Length: 29.000
	North: 570660.73713	East: 1421437.35983
Line	Course: N 07-32-19 W	Length: 121.432
•	North: 570781.11955	East: 1421421.42865
Line	Course: N 82-27-41 E	Length: 310.437
•	North: 570821.84711	East: 1421729.18244
Line	Course: N 66-16-26 E	Length: 2.532
	North: 570822.86590	East: 1421731.50044
-		
re	rimeter: 4849.772 Are	ea: 800,041 sq.ft. 18.37 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas) Error Closure: 0.00109 Error North: 0.000740 Precision 1: 4,453,326.254

Page 1

Original map on file in the City Clerk's office in the City of Novato Raphael Village

Project: 410059

PL-SKCL ARFA

Mon Mar 16 07:55:13 1995

Page 1

Lot Map Check Lot name: raphael North: 2218430.1000 POINT OF BEGINNING East: 5973871.0700 Course: S 76-47-04 W Line Length: 499.410 North: 2218315.9273 East: 5973384.8859 Line Course: N 80-17-56 W Length: 377.000 North: 2218379.4550 East: 5973013.2770 Line Course: N 18-02-04 E Length: 253.000 North: 2218620.0252 East: 5973091.6029 Line Course: N 45-17-56 W Length: 378.000 North: 2218885.9137 East: 5972822.9259 Line Course: S 48-42-04 W Length: 260.000 North: 2218714.3170 East: 5972627.5939 Line Course: N 69-15-56 W Length: 715.000 North: 2218967.4536 East: 5971958.9034 Line Course: N 74-22-28 W 'Length: 352.696 North: 2219062.4520 East: 5971619.2422 Line Course: S 84-57-04 W Length: 205.196 North: 2219044.3936 East: 5971414.8423 Line Course: S 08-54-59 E Length: 776.264 North: 2216277.5103 East: 5971535.1578 Line Course: N 85-09-59 W Length: 627.588 North: 2218330.3924 East: 5970909.8018 Line Course: N 50-58-20 W Length: 106.671 North: 2218397.5628 East: 5970826.9354 Line Course: N 08-57-04 E Length: 228.724 North: 2218623.5013 East: 5970862.5229 Line Course: N 86-22-56 W Length: 215.000 North: 2218637.0678 : East: 5970647.9514 line Course: N 28-17-56 W Length: 412.000 North: 2218999.8283 East: 5970452.6341 Line Course: N 87-37-56 W Length: 348.000 North: 2219014.2054 East: 5970104.9312 Line Course: S 38-27-04 W Length: 392.000 North: 2218707.2149 East: 5969861.1673 Line Course: S 76-17-04 W Length: 880.000 North: 2218498.5653 East: 5969006.2607 Line Course: N 33-42-56 W Length: 470.000 North: 2218889.5129 East: 5968745.3777 Line Course: N 83-42-56 W Length: 550.000 North: 2218949.7183 East: 5968198.6828 line Course: N 43-42-56 W Length: 200.000 North: 2219094.2742 East: 5968060.4670 Line Course: N 63-42-56 W Length: 300.000 North: 2219227.1226 East: 5967791.4850 Line Course: N 43-42-56 W Length: 300.000 North: 2219443.9564 East: 5967584.1614 Line Course: N 10-17-04 E Length: 500.000 North: 2219935.9232 East: 5967673.4290 line Course: N 31-17-04 E Length: 400.000 North: 2220277.7632 East: 5967881.1438

. .						
		Longth	241 160			
Line	Course: N 28-42-56 W North: 2220576.9658	Length:		5967717.2295		
Line	Course: S 70-24-04 W	Length:	1623.950			
DINC	North: 2220032.2389	20.13 0.11		5966187.3648		
Line		Length:				
	North: 2219863.2019	2		5966410.4578		
Line	Course: N 79-47-04 E	Length:				
	North: 2219933.4759			5966800.4164		
Line		Length:				
_	North: 2219750.8428			5967038.4189		
Line	Course: S 15-22-56 E	Length:				
_ ·	North: 2219592.7177	• h		5967081.9210		
Line	Course: S 49-12-56 E	Length:		5067771 7141		
Time	North: 2219429.4139 Course: S 42-59-56 E	Length:		5967271.2141		
Line	North: 2218779.2287	neugen:		5967877.4981		
Line	Course: S 48-32-56 E	Length:		5501071.4501		
Dille	North: 2218517.7463	Dengenn		5968173.5588		
Line	Course: S 58-32-56 E	Length:				
	North: 2218331.7246			5968477.7009		
Line	Course: S 82-20-56 E	Length:	370.150			
	North: 2218282.4426	-		5968844.5555		
Line	Course: N 82-37-04 E	Length:				
	North: 2218331.2680	_		5969221.4057		
Line	Course: N 65-17-04 E	Length:				
	North: 2218410.7096	1-		5969394.0007		
Line	Course: N 88-47-04 E	Length:		5969465.9845		
	North: 2218412.2370 Course: S 36-50-56 E	Length:		5969465.9045		•
TTUG	North: 2218349.4197	Deligent		5969513.0615		
Line	Course: S 67-24-56 E	Length:		550502010020		
2110	North: 2218304.1025			5969622.0126		
Line	Course: N 66-09-04 E	Length:	209.000			
	North: 2218388.6066			5969813.1671		
Line	Course: N 87-44-04 E	Length:	324.500			•
	North: 2218401.4344	•	East:	5970137.4135		•
Line	Course: N 05-09-04 E		139.000			•
	North: 2218539.8730			5970149.8933		
Line	Course: N 87-29-04 E North: 2218548.0367		186.000 Fast.	5970335.7141		
Line	Course: S 35-42-56 E		216.000	5570555.7±42		
DTHE	North: 2218372.6609			5970461.8066		
Line	Course: S 71-12-56 E		122.000			
	North: 2218333.3758			5970577.3085		
Line	· · ·		142.000			
-	North: 2218258.9323		East:	5970698.2306		
Line	Course: S 12-17-04 W	Length:			•	
-	North: 2218190.5351			5970683.3370		
Line		Length:		50707C1 5053		
• •	North: 2218173.5139	, T		5970761.5053		
Line	Course: S 39-22-56 E	Length:		5970819.8784		
T	North: 2218102.4043 Course: S 82-43-56 E	, T.ena+h-	257.074	JJ1002J.0104		
Line	North: 2218069.8827			5971074.8870		
Line	Course: N 57-09-04 E		: 93.000			
TTUG	North: 2218120.3282		East:	5971153.0167		
Line	Course: S 72-33-30 E	Lenath	603.460			
	North: 2217939.450	3 –	East:	5971728.7312		
Line	Course: N 57-09-04 E		: 110.000			
	North: 2217999.117		East:	5971821.1427		

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Linè	Course: S 76-20-56 F	Length:	581.000	•
	North: 2217861.995.		East:	5972385.72 J
Line	Course: S 25-50-56 E	Length:	132.000	
	North: 2217743.2028	_	East:	5972443.2818
Line	Course: S 64-43-25 E	Length:	495.000	
	North: 2217531.8451	_	East:	5972890,8898
Line	Course: N 72-54-04 E	Length:	768.001	
	North: 2217757.6542	_	East:	5973624,9442
Line	Course: N 13-43-00 W	Length:	223.002	
	North: 2217974.2962	2	East:	5973572.0658
Line	Course: N 76-17-04 E	Length:	200.000	
	North: 2218021.7166			
Line	Course: N 13-04-50 W	Length:	62,560	
	North: 2218082.6533			5973752.2041
Line	Course: N 77-43-41 E	Length:	190.000	
	North: 2218123.0382	2	East:	5973937.8625
Line	Course: N 12-16-19 W	Length:	314.240	
	North: 2218430.0977	-	East:	5973871.0702
Pe:	rimeter: 21560.806 A:	rea: 4,6	24,923.60	63 sq.ft. 106.174 acres
Mapche	eck Closure - (Uses lis	sted .cou:	rses, rad	dii, and deltas)
Error	Closure: 0.0023		Course:	S 05-37-43 E
Erre	or North: -0.00228		East:	0.00023
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Precision 1: 9,398,353.373

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Original Map on file in the city clerks office in the City of Novato.

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HAMILTON MELD ADDED ANKA

Prcl2wst.asc

Lot name: WEST2 North: 575654.64016 East: 1415148.08624 Line Course: S 47-58-44 E Length: 872.666 North: 575070.47372 East: 1415796.38826 Course: S 05-08-16 W Length: 916.037 Line North: 574158.11714 East: 1415714.35622 Course: N 84-51-44 W Length: 106.360 Line North: 574167.64178 East: 1415608.42355 Curve Length: 85.535 Radius: 1851.110 Delta: 2-38-51 Chord: 85.530 Tangent: 42.777 Course: S 15-34-49 E Course In: S 73-05-46 W Course Out: N 75-44-37 E RP North: 573629.39983 East: 1413837.29289 End North: 574085.25671 East: 1415631.39509 Course: N 84-51-44 W Length: 257.372 Line North: 574108.30463 East: 1415375.05715 Course: N 22-48-03 W Length: 183.714 Line North: 574277.66277 East: 1415303.86265 Radius: 769.990 Tangent: 46.169 Curve Length: 92.228 Delta: 6-51-46 Chord: 92.173 Course: N 06-10-32 W Course In: N 80-23-35 E Course Out: S 87-15-21 W RP North: 574406.16505 East: 1416063.05417 . End North: 574369.30068 East: 1415293.94715 Course: N 02-44-39 W Length: 29.990 Line North: 574399.25628 East: 1415292.51133 Curve Length: 289.533 Radius: 530.000 Delta: 31-18-00 Chord: 285.946 Tangent: 148.477 Course: N 18-23-39 W Course In: S 87-15-21 W Course Out: N 55-57-21 E RP North: 574373.88177 East: 1414763.11910 End North: 574670.59263 East: 1415202.28042 Line Course: N 34-02-39 W Length: 300.776 North: 574919.81751 East: 1415033.89645 Curve Length: 251.664 Radius: 1550.000 Delta: 9-18-10 Tangent: 126.109 Chord: 251.388 Course: N 29-23-34 W Course In: S 65-15-31 W Course Out: N 55-57-21 E End North: 575138.84578 East: 1414010 Line Course: N 34-02-39 W Length: 296.336 North: 575384.39164 East: 1414744.61842

Prcl2wst.asc Line Course: N 56-11-06 E Length: 485.613 North: 575654.64166 East: 1415148.08455 Perimeter: 4167.827 Area: 866,408 sq.ft. 19.89 acres Mapcheck Closure - (Uses listed courses, radii, and deltas) Error Closure: 0.00226 Course: N 48-23-08 W Error North: 0.001502 East: -0.001691 Precision 1: 1,842,224.449

HAMILMON , ELD

MOOLD PACKA

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Prcl3est.asc

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Lot name: EAST3 .

	•	
Nort	ch: 572251.28071	East: 1421584.26965
	Course: S 43-42-20 E	Length: 395.830
	North: 571965.13514	
Line C	Course: S 43-39-16 E	East: 1421857.76938 Length: 422.901
	North: 571659.15940	-
Line C	Course: S 43-40-36 E	East: 1422149.70105 Length: 375.280
	North: 571387.73873	
Line C	Course: S 46-17-38 W	
	North: 571075.14864	Length: 452.400
Line C	Course: S 66-16-26 W	
	North: 570909.38954	Length: 411.962
Line C	Course: S 82-27-41 W	
	North: 570851.20225	Length: 443.520
Line C	Course: N 07-14-40 W	
Line C		Length: 824.200
Curve	North: 571668.82281 Length: 355.332 Delta: 22-44-51 Chord: 353.003 rse In: S 82-45-20 W	East: 1421161.06478
Curve	Length: 355.332	Radius: 895.000
	Derta: 22-44-51	Tangent: 180.037
C	Cnord: 353.003	Course: N 18-37-06 W
Cou		Course out. N 00-00-29 E
RP		East: 1420273.20940
End	North: 572003.35184	
Line Co	ourse: N 29-59-31 W	Length: 270.815
	North: 572237.90355	East: 1420912.99052
Line Co	ourse: N 29-59-31 W	Length: 130 805
-	North: 572351.19319	East: 1420847.60395
Curve 1	Length: 6.126	Radius: 3.900
	North: 572351.19319 Length: 6.126 Delta: 90-00-00 Chord: 5.515	Tangent: 3.900
-	Chord: 5.515	Course: N 74-59-31 W
	100 100 00 - 29 W	Course Out: N 29-59-31 W
RP	North: 572349.24367	East: 1420844.22617
End	North: 572352.62144	East: 1420842.27665
Line Co	ourse: S 66-39-20 W	Length: 9.440
	North: 572348.88077	East: 1420833.60941
Line · Co	ourse: S 49-41-41 W	Length: 22.080
	North: 572334.59810	East: 1420816.77101
Line Co	ourse: S 63-38-04 W	Length: 250.750
	North: 572223.24087	East: 1420592.10430
Line Co	ourse: S 68-01-19 W	Length: 72.990
	North: 572195.92426	East: 1420524.41869
Curve I	Length: 114.115	Radius: 1504.500
	Delta: 4-20-45	Tangent: 57.085
		Tungence J7.00J

Prcl3est.asc Chord: 114.088 Course: S 70-11-42 W Course In: N 21-58-41 W Course Out: S 17-37-56 E RP North: 573591.08812 East: 1419961.35738 End North: 572157.26883 East: 1420417.07931 Line Course: N 32-30-52 W Length: 325.740 North: 572431.95102 East: 1420241.99008 Curve Length: 84.399 Radius: 244.500 Delta: 19-46-41 Tangent: 42.624 Chord: 83.981 Course: N 42-24-12 W Course In: S 57-29-08 W Course Out: N 37-42-27 E RP North: 572300.52929 East: 1420035.81400 End North: 572493.96387 East: 1420185.35768 Radius: 394.500 Curve Length: 58.590 Delta: 8-30-34 Tangent: 29.349 Chord: 58.536 Course: N 56-32-49 W Course In: S 37-42-28 W Course Out: N 29-11-54 E RP North: 572181.85894 East: 1419944.06789 End North: 572526.23229 East: 1420136.51851 Course: N 60-48-06 W Length: 310.490 Line North: 572677.69996 East: 1419865.48053 Curve Length: 110.833 Delta: 22-38-21 Chard: 110.114 Radius: 280.500 Tangent: 56.149 Delta: 22-38-21 Chord: 110.114 Course: N 49-28-56 W Course In: N 29-11-54 E Course Out: S 51-50-15 W RP North: 572922.55858 East: 1420002.31804 End North: 572749.23933 East: 1419781.77170 Line Course: N 38-09-45 W Length: 40.560 North: 572781.13010 East: 1419756.70992 Delta: 7-54-02 Chord: 81.636 Curve Length: 81.700 Radius: 592.500 Tangent: 40.915 Course: N 34-12-44 W Course In: N 51-50-15 E Course Out: S 59-44-17 W RP North: 573147.23225 East: 1420222.56984 End North: 572848.63947 East: 1419710.80954 Line Course: N 30-15-43 W Length: 518.842 North: 573296.77912 East: 1419449.33701 Curve Length: 62.832 Radius: 40.000 Delta: 90-00-00 Chord: 56.569 Tangent: 40.000 Chord: 56.569 Course: N 75-15-43 W Course In: S 59-44-17 W Course Out: N 30-15-43 W RP North: 573276.62095 East: 1419414.78780 End North: 573311.17017 East: 1419394.62963 Line Course: S 59-44-17 W Length: 100.674 North: 573260.43510 East: 1419307.67443 Curve Length: 273.203 Radius: 250.000

 Delta: 62-36-49
 Tangent: 152.043

 Chord: 259.810
 Course: N 88-57-19 W

 Course In: N 30-15-43 W
 Course Out: S 32-21-06 W

	Prcl3est.asc
RP North: 573476.36772	East: 1419181.68592
End North: 573265.17281	East: 1419047.90733
Curve Length: 162.763 Delta: 74-36-19	Radius: 125.000
Delta: 74-36-19	Tangent: 95.233
Chord: 151.506	Course: S 85-02-57 W
Course In: S 32-21-06 W	Course Out: N 42-15-13 W
RP North: 573159.57535	
End North: 573252.09732	East: 1418896.96636
Curve Length: 65.632	Radius: 375.500
Delta: 10-00-52	Tangent: 32.900
Chord: 65.548	Course: S 52-45-13 W
Course In: N 42-15-13 W	Course Out: S 32-14-21 E
RP North: 573530.03332	
End North: 573212.42464	
Line Course: S 57-45-39 W	Length: 24.400
North: 573199.40835	East: 1418824.14909
	Radius: 574.500
Curve Length: 233.212 Delta: 23-15-31 Chord: 231.613	Tangent: 118.234
Chord: 231.613	Course: S 46-07-54 W
Course In: S 32-14-21 E	Course Out: N 55-29-52 W
RP North: 572713.47976	East: 1419130.61875
End North: 573038.89851	East: 1419657.17088
Line Course: S 34-30-08 W	Length: 129.402
North: 572932.25777	East: 1418583.87264
Curve Length: 430.020	Radius: 600.000
Delta: 41-03-50	Tangent: 224.711
Chord: 420.874	Course: S 55-02-03 W
Course In: N 55-29-52 W	Course Out: S 14-26-02 E
RP North: 573272.12069	East: 1418089.41011
End North: 572691.05915	East: 1418089.41011 East: 1418238.96775
Line Course: S 75-33-58 W	Length: 406.352
North: 572589.77074	-
Line Course: N 25-11-36 W	East: 1417845.44189 Length: 66.163
North: 572649.64009	East: 1417817.27802
Line Course: N 75-33-58 E	Length: 415.671
North: 572753.25138	East: 1418219.82873
Curve Length: 430.020	Radius: 600.000
Delta: 41-03-50	Tangent: 224.711
Chord: 420.874	Course: N 55-02-03 E
Course In: N 14-26-02 W	
RP North: 573334.31292	
End North: 572994.45000	East: 1418070.27109
Line Course: N 34-30-08 E	East: 1418564.73363 Length: 84.394
North: 573063.99945	-
Line Course: N 34-30-08 E	East: 1418612.53761 Length: 4.595
North: 573067.78621	-
Curve Length: 253.915	East: 1418615.14040 Padius: 625 500
Delta: 23-15-31	Radius: 625.500
Deren, 70.10-01	Tangent: 128.730

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Prcl3est.asc Chord: 252.175 Course: N 46-07-54 E Course In: S 55-29-52 E Course Out: N 32-14-21 W RP North: 572713.47912 East: 1419130.61758 End North: 573242.54497 East: 1418796.94173 Line Course: N 57-45-39 E Length: 24.400 North: 573255.56126 East: 1418817.57995 Curve Length: 155.225 Radius: 271.175 Delta: 32-47-49 Tangent: 79.804 Chord: 153.114 Course: N 41-21-45 E Course In: N 32-14-21 W Course Out: S 65-02-10 E RP North: 573484.92886 East: 1418672.92040 End North: 573370.48027 East: 1418918.76060 Line Course: N 24-57-50 E Length: 28.884 North: 573396.66575 East: 1418930.95100 Curve Length: 106.743 Radius: 316.000 Delta: 19-21-15 Tangent: 53.885 Chord: 106.236 Course: N 15-17-12 E Course In: N 65-02-10 W Course Out: S 84-23-25 E RP North: 573530.03260 East: 1418644.47363 End North: 573499.14304 East: 1418958.96025 Line Course: N 05-36-35 E Length: 22.924 North: 573521.95725 East: 1418961.20111 Curve Length: 92.061 Radius: 334.000 Delta: 15-47-33 Tangent: 46.324 Chord: 91.769 Course: N 13-30-21 E Course In: S 84-23-25 E Course Out: N 68-35-52 W RP North: 573489.30816 East: 1419293.60153 End North: 573611.18906 East: 1418982.63361 Line Course: N 21-24-08 E Length: 40.845 North: 573649.21746 East: 1418997.53848 Line Course: N 21-24-08 E Length: 77.200 North: 573721.09388 East: 1419025.70976 Curve Length: 73.882 Radius: 40.000 Delta: 105-49-40 Tangent: 52.916 Chord: 63.818 Course: N 31-30-42 W Course In: N 68-35-52 W Course Out: N 05-34-28 E RP .North: 573735.69039 East: 1418988.46809 End North: 573775.50123 East: 1418992.35365 Line Course: N 05-34-28 E Length: 84.000 North: 573859.10398 East: 1419000.51332 Line Course: S 84-25-32 E Length: 45.522 North: 573854.68201 East: 1419045.82004 Curve Length: 51.782 Radius: 40.000 Delta: 74-10-20 Tangent: 30.237 Chord: 48.241 Course: N 58-29-18 E Course In: N 05-34-28 E Course Out: S 68-35-52 E RP North: 573894.49285 East: 1419049.70560 End North: 573879.89633 East: 1419086.94727

Line Courses N 21 et es Prcl3est.asc
2440 Course: N $21-24-08$ C $1-44$
Norch: 5/3897,44367
Padiwas 232 000
2 4 2 -12 Tangont. 12 000
RP North: 573775.56792
End North: 573921,22080
1100 Courses in or set .
North: 574129 07934
Curve Length: 77.728 East: 1419204.95716
Delta: 7-47-09 Radius: 572.000
Curve Length: 77.728 Radius: 572.000 Delta: 7-47-09 Tangent: 38.924 Chord: 77.668 Course: N.12.20
Course: N 13-39-23 E
RP North, Egapot cross
East: 1418659.57970
Curve Longth: 374204.55193 East: 1419223.29474
20104.24-21-28 Tangont. 135 for
J = J = J = J = J = J = J = J = J = J =
\sim
Line Course: N 43-38-33 W Length 631 701
North: 575591,23538
Line Course: N 13-18-52 W Length, 23 240
North: 575613 85070
Line Course: N 07-53-05 E Length: 213.299
North: 575825 13310
North: 575963 72145
North: 574044 cross
North, 574530 occord
-1.100 Commercial Along -1.100 Commercial Along -1.100
North, 572074 ocean
North: 572705 07005
North, 570274 65020
North: 572254.65803 East: 1420942.01772
22 MC Course: N 59-44-00 E Length 133 004
Line Courses V 22 1.74076 East: 1421056.96954
110 170
North: 572425.80855 East: 1420998.88744

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		Prcl3e	est.asc	
Line	Course: N 59-55-00	E Length:	420.230	
	North: 572636.452	264	East: 1421362.51131	
Line	Course: S 29-55-51	E Length:	444.447	
	North: 572251.282	27	East: 1421584.27000	
Per	rimeter: 18302.490	Area: 5,2	244,463 sq.ft. 120.40 acre	2S
	•		•	
		listed cou	rses, radii, and deltas)	
Error	Closure: 0.00160		Course: N 12-55-26 E	
Erro	or North: 0.001558		East: 0.000357	
Precis	sion 1: 11,451,918.	.006		

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HAMILTON 7 KLD ADDGD ANKA

Prcl4est.asc

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Lot name: EAST4							
		•		•			
No	rth: 5756	583.33826	East	: 141519	90.93068		
$Line_{\cdot}$	Course:	N 56-11-06 E	Length:	428.543	5		
 .		575921.82807			1415546.98083		
Line		N_09-30-27 W	Length:	3.814			
- •		575925.58968		East:	1415546.35085		
Line		N 56-02-41 E	Length:	315.610			
- .		576101.87227		East:	1415808.14107		
Line		N 17-58-36 E	Length:	740.810			
• ·	North:	576806.51762		East:	1416036.77701		
Line		S 86-02-24 E	Length:	46.720			
* * *		576803.29113			1416083.38547		
Line	Course:	N 25-01-07 E	Length:	570.940			
Time	North:	577320.66009	_		1416324.84320		
rine		N 37-32-43 E	Length:	591.020			
Tino -		577789.26332			1416685.00381		
ntue		N 82-59-01 E	Length:	725.624			
Tino	North:	577877.90064			1417405.19379		
TTHE		S 43-38-33 E	Length:	2645.13			
Tino		575963.71974			1419230.75303		
TTUE		S 46-21-27 W	Length:	200.807			
Tino	NOPLA:	575825.13148 S 07-53-05 W			1419085.43701		
THE			-	213.299	-		
Line	Courses	575613.84900 S 13-18-52 E			1419056.17656		
μτιτέ		575591.23367	Length:				
Line		S 43-38-33 E			1419061.52862		
DTHE		575134.03171	Lengtn:	631.791	1410407 5 5000		
Line		S 21-24-08 W	Tonethe		1419497.56329		
	North.	574499.96720	Length:		1410040 04876		
Line		S 55-52-44 E	Length:		1419249.04776		
		574450.32758	hengen:		1410222 20702		
Curve		266.978		Radius:	1419322.30702		
		24-21-28	· 9	angent:			
		264.969	,		S 21-56-32 W		
Co		S 55-52-44 E	Cour		N 80-14-12 W		
RE	North:	574098.05471	cour		1419842.19915		
		574204.55022			1419223.29471		
Curve Length: 77.728			Radius:				
		7-47-09	י. יז	angent:			
	Chord:	-	1		S 13-39-23 W		
Co		N 80-14-11 W	Cour		S 72-27-02 E		
			COUL	Je Out.			
			Page	1			
			- 490				

Prcl4est.asc						
RP North: 574301.55206 East: 1418659.57967						
End North: 574129.07763 East: 1419204.95713						
Line Course: S 25-51-19 W Length: 230.980						
North:573921.21909East:1419104.22686CurveLength:25.959Radius:333.990Delta:4-27-12Tangent:12.986Chord:25.953Course:S23-37-43 W						
Curve Length: 25.959 Radius: 333.990						
Delta: 4-27-12 Tangent: 12.986						
Chord: 25.953 Course: S 23-37-43 W						
Course In: S 64-08-41 E Course Out: N 68-35-53 W						
RP North: 573775.56622 East: 1419404.78395						
End North: 573897.44197 East: 1419093.82475						
Line Course: S 21-24-08 W Length: 18.847						
North: 573879.89462 East: 1419086.94724						
North: 573879.89462 East: 1419086.94724 Curve Length: 51.782 Radius: 40.000 Delta: 74-10-20 Tangent: 30.237						
Delta: 74-10-20 Tangent: 30.237						
Chord: 48.241 Course: S 58-29-18 W						
Course In: N 68-35-52 W Course Out: S 05-34-28 W						
RP North: 573894.49114 East: 1419049.70557						
End North: 573854.68031 East: 1419045.82001 Line Course: N 84-25-32 W Length: 45 522						
North: 573859.10227 East: 1419000.51329 Line Course: S 05-34-28 W Length: 84 000						
Newth Coold Long Hengell. 84.000						
Line Course: S 21-24-08 W Length: 77.200						
North: 573649.21575 East: 1418997.53845						
Line Course: N 65-12-17 W Length: 137.661						
North: 573706.94765 East: 1418872.56814						
Line Course: S 19-43-35 W Length: 89.021						
North: 573623.15083 Fast. 1418842 52000						
Line Course: N 55-01-29 W Length: 29.999						
North: 573640.34694 East: 1418817.93982						
Line Course: S 34-58-32 W Length: 590.000						
North: 573156.90290 East: 1418479.73594						
Line Course: S 55-01-28 E Length: 162.072						
North: 573063.99887 East: 1418612.53720						
Line Course: S 34-30-08 W Length: 84.394						
North: 572994.44942 East: 1418564.73322						
Curve Length: 430.020 Radius: 600.000						
Delta: 41-03-50 Tangent: 224.711						
Chord: 420.874 Course: S 55-02-03 W						
Course In: N 55-29-52 W Course Out: S 14-26-02 E						
RP North: 573334.31234 East: 1418070.27068						
End North: 572753.25080 East: 1418219.82832						

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Line Course: S 75-33-50 W	Prcl4est.asc
	Length: 415.671
North: 572649.63951 Line Course: N 25-11-36 W	East: 1417817.27761
North: 573442.36569	Length: 876.060
Curve Length: 30.131	East: 1417444.36164
Delta: 0-09-00	Radius: 11509.170
Chord: 30.131	Tangent: 15.065
Course In: S 64-48-24 W	Course: N 25-16-06 w
RP North: 568543.21118	Course Out: N 64-39-24 E
End North: 573469.61365	East: 1407029.98315
Curve Length: 30.262	East: 1417431,50000
Delta: 0-18-00	Radius: 5779.610
Chord: 30.262	Tangent: 15.131
Course In: S 64-39-24 W	Course: N 25-29-36 W
RP North: 570995.70068	Course Out: N 64-21-24 E
End North: 573496.92914	East: 1412208.12501
Curve Length: 30.393	East: 1417418.47508
Delta: 0-27-00	Radius: 3869.740
Chord: 30.393	Tangent: 15.197
Course In: S 64-21-24 W	Course: N 25-52-06 W
RP North: 571822,23071	Course Out: N 63-54-24 E
End North: 573524.27655	East: 1413929.88328
Curve Length: 30.524	East: 1417405.21457
Delta: 0-36-00	Radius: 2914.840
Chord: 30,524	Tangent: 15.262
Course In: S 63-54-24 W	Course: N 26-23-36 W
RF North: 572242 22004	Course Out: N 63-18-24 E
End North: 573551,61883	East: 1414787.45868
Curve Length: 30.655	East: 1417391.64571 Radius: 2341.880
Delta: 0-45-00	Tangent: 15.328
Chord: 30.655	Course: N 27-04-06 W
Course In: S 63-18-24 W	Course_Out: N 62-33-24 E
RP North: 572499 61100	East: 1415299.35470
End North: 573578.91594 Curve Length: 449.649	East: 1417377.69610
	Radius: 1959.910
Delta: 13-08-42	Tangent: 225.814
Chord: 448.661	Course: N 34-00-57 W
Course In: S 62-33-24 W	Course Out: N 49-24-42 E
RP. North: 572675.65003	East: 1415638.34050
End North: 573950.80589 Line Course: N 84-51-44 H	East: 1417126 70361
	ngth: 36.059
North: 573954.03501 Curve Length: 223.767	East: 1417090,78949
Delta: 6-37-34	Radius: 1934.910
Chord: 223.643	Tangent: 112.009
Course In: S 48-38-50 W	Course: N 44-39-57 W
RP North: 572675.65272	Course Out: N 42-01-16 E
End North: 574113.09393	East: 1415638.33796
	East: 1416933.57519

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Prcl4est.asc Line Course: N 47-58-44 W Length: 2345.739 North: 575683.34189 East: 1415190.92984 Perimeter: 14881.825 Area: 12,044,439. sq.ft. 276.50 acres Mapcheck Closure - (Uses listed courses, radii, and deltas) Error Closure: 0.00373 Course: N 12-55-12 W Error North: 0.003632 East: -0.000833 Precision 1: 3,993,382.197

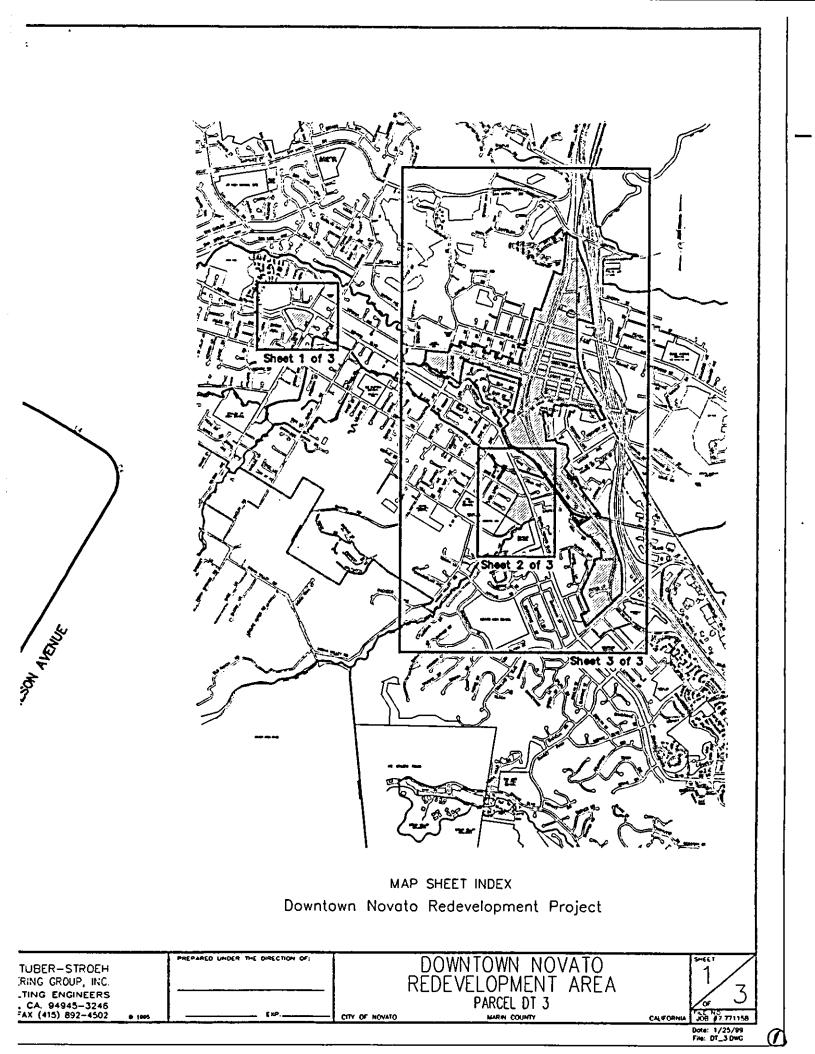
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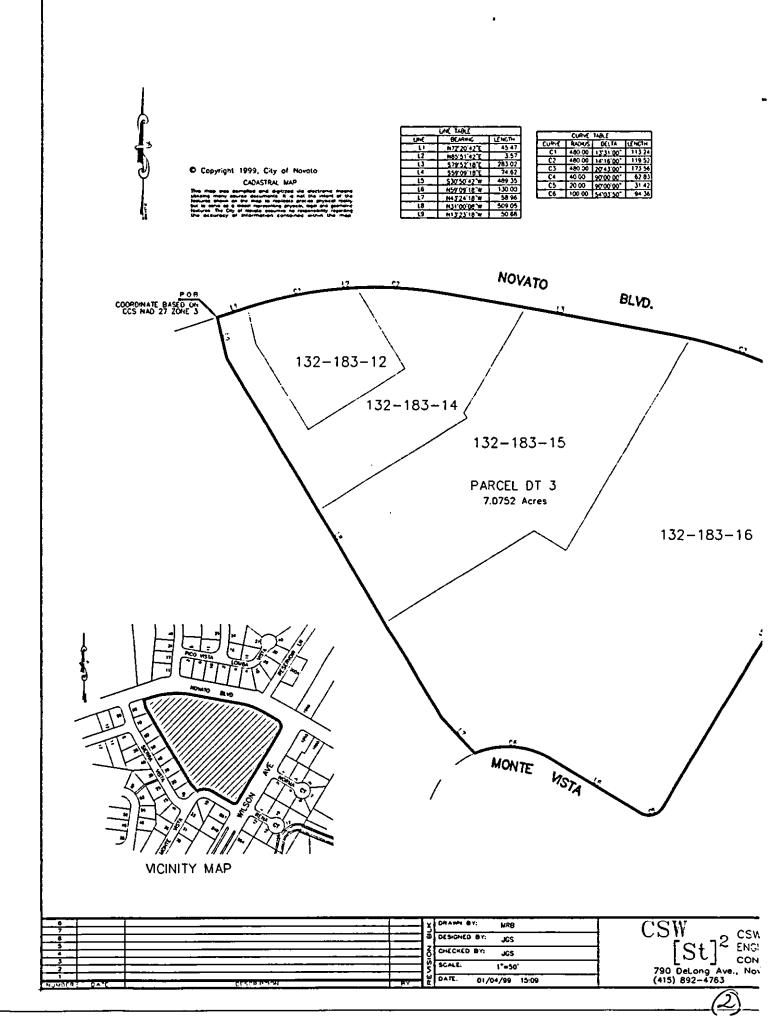
EXHIBIT "C"

LEGAL DESCRIPTION

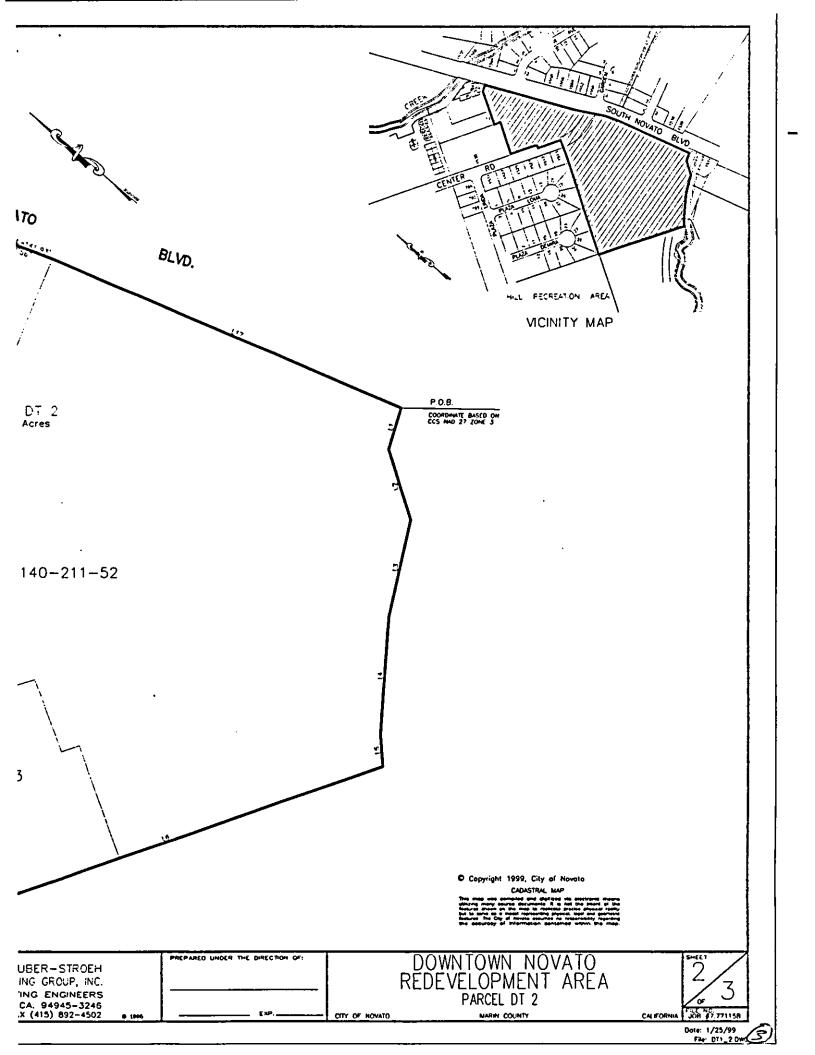
[SEE FOLLOWING PAGES]

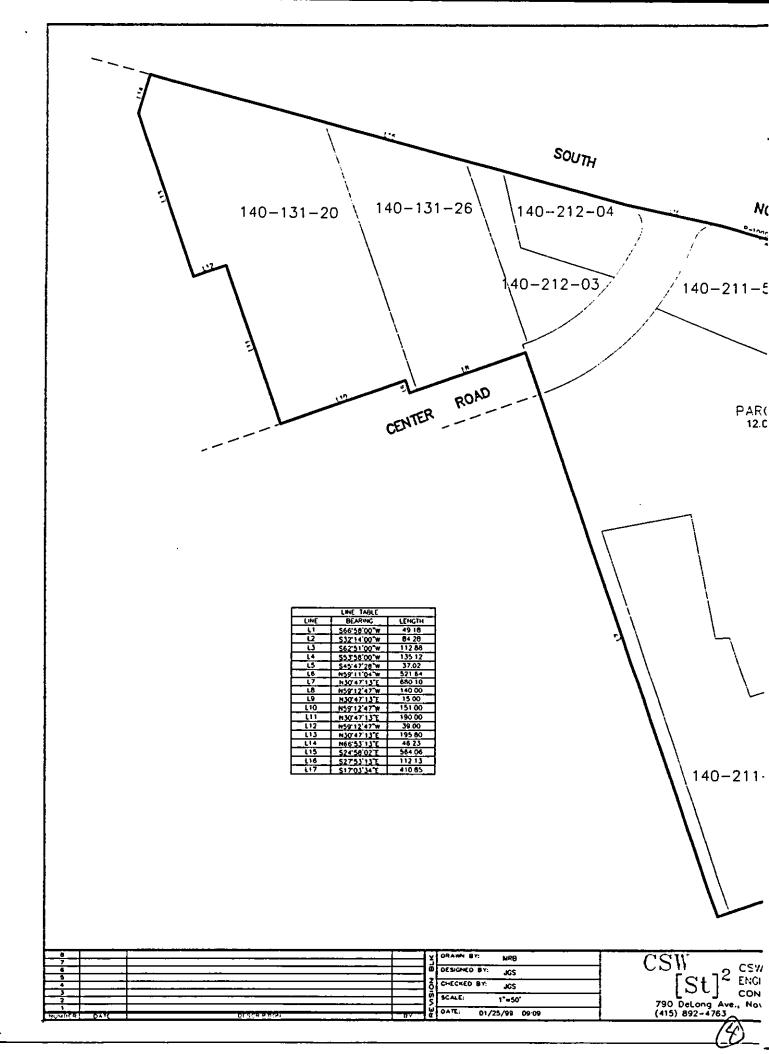
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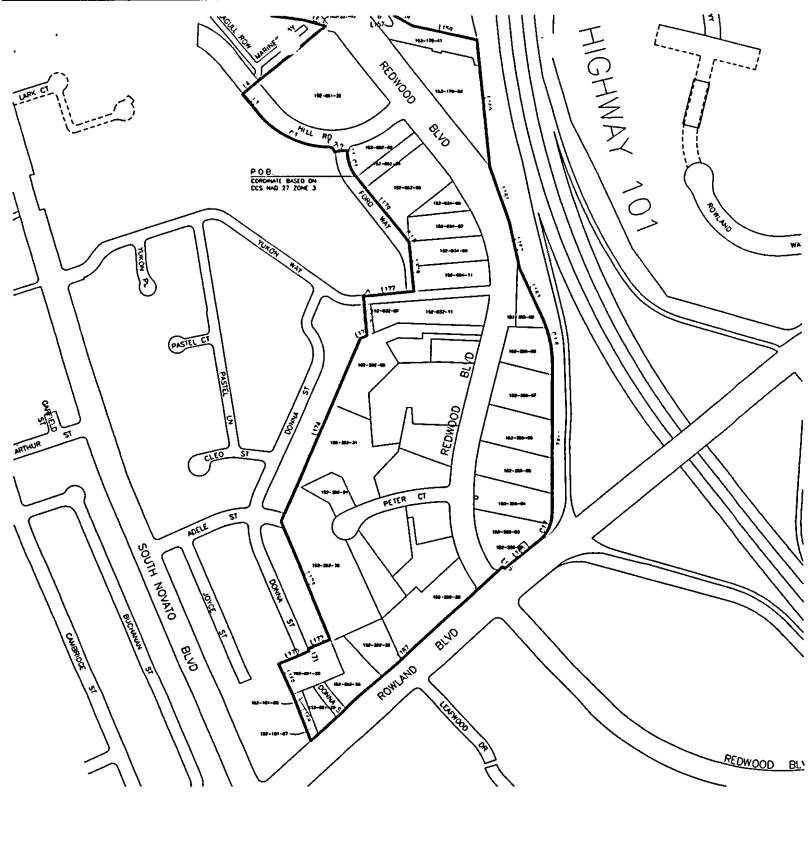




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CADASTRAL MAP

his map too completed and digitized via dectrunic means dating many source documents. It is not the below of the other is a dealer representing physical, toop due generative relations. The Cay of thereing assumes no responsibility regarding the document of thereing assumes mathematic means.

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STUBER-STROEH ERING GROUP, INC. JLTING ENGINEERS 0, CA. 94945-3246 FAX (415) 892-4502 • 1995 EXP. CTY OF HOVATO MARIN COUNTY CALIFORNIA 1024

L	CURVE IN	-0-2	
CURVE	LENGIH	DELTA	RADIUS
<u>(</u>)	101,78	33'06'00"	176 00
C7	35.24	8748 04*	23 00
C3	325.94	49'40'04"	376.00
Ç4	358.87	30 27 44	675.00
C5	195 30	13 50 40	800.001
C6	203.85	19 28 00*	600 00
C7	4775	0741 27*	352 00
C0	4793	29 50 57*	92 00'
C9	31.42	90'00'00"	20 00
C10	23 44	87 31 00*	15 00°
¢iì	60 59	06"13"16"	558 001
C12	335 52	0."56 39"	4874.00
C13	197 22	01'55'51"	\$704.00
C14	1006 88	30 39 56	1025 00
C15	82 28	66'22'00"	71 05
C16	195 62	21.51.25	450.001
C17	134 62	51'25'11"	150.00"
C18	277	05'32'34"	230.00

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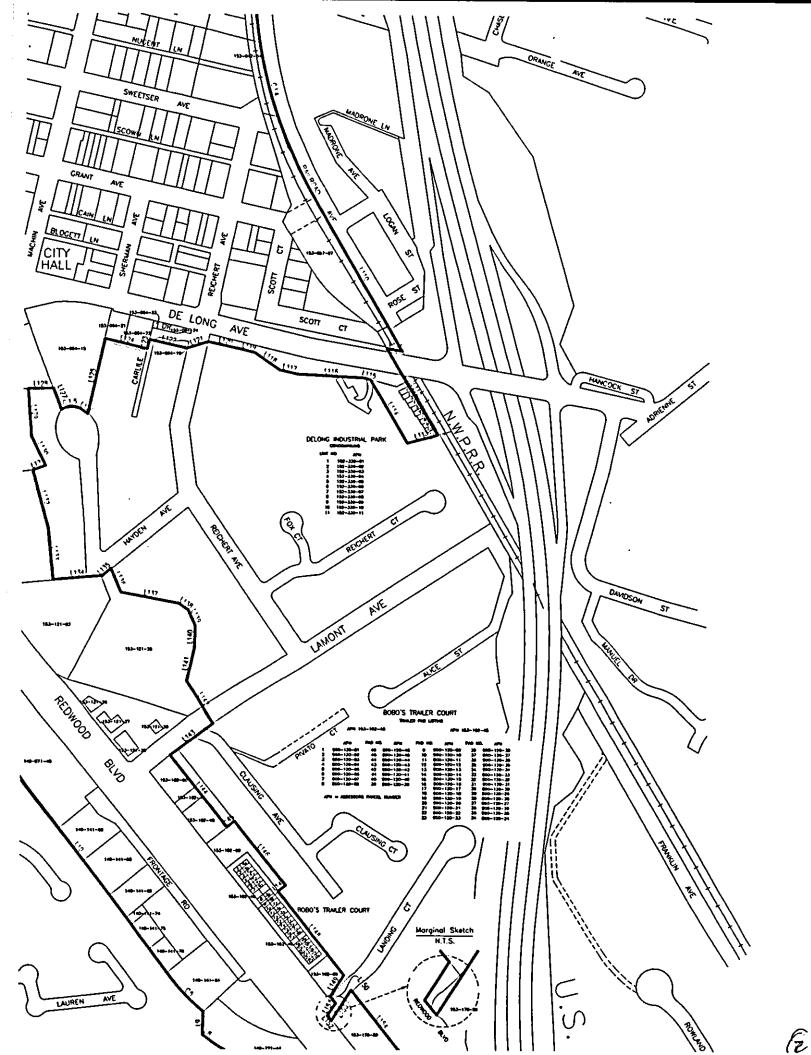
[LINE TABLE				LINE TABLE		[UNE TABLE			ſ	UNE TABLE		
UNC	LENGTH	COURSE		UNE	LENGTH	COURSE	E	UN	LENGTH	COURSE	- 1	UHC	LENGTH	COURSE
U	13.94'	N06'34'53'W		146	39.56	H18 30'19"W	•		247.00	\$59.50.561	- [(136	108 001	52507551
12	54 00'	\$8325.07 W		L47	20 49	N0318'23'W	E	192	87.73	584"26"36"(_ C	1137	246 04	\$79 39 54 1
υ	112.00	N39 42 53 W		L48	53.35			193	50.00	HO5"46"37"1	- E	L138	49.04	\$55 05 20 T
14	80 37	N48 37 43 E		L49	30 49	N5510'52 W		194	287.38	N29'53'15'W	_ C	11.59	70.25	52 18 59 L
5	362 89	H50 40'00 T		L50	52 31	N2745'41'W	L	L9 5	<u>69 99</u>	N08'30'43'E		L140	94 72'	507 16 25 W
L6	93.75	N74'29'18'W		151	45 24'	N74'23'15'¥	L	L96	151.03	N50728 35 E	L	£141	144 00'	
U7	67 90	N0705 74 W	- I	152	<u>9</u> 00'	N33'48'19"#	-	[97	3.36 70	H09 37 44 T		L142	210 44	\$3703 49 T
81	24.11	M51'37'40'W	_ ⊢	153	151 17	N74'26'29'W	-	198	260.10	\$59'20'40'T	L	[143]	223.33	<u>\$57.42'.38'</u> *
19	96 23	N01'23'10'E		154	109 72	N31'20'59'W	-	199	76.30	566 29 15 1	_ L	(144	582.42	S30 52 47 L
	133303	N3720'17'W	- H-	L55	56 68	N5714'22'#		L 100	53 48	500'24'14'[L	<u></u> [145	40.00	N5107131
10	197.06	N554817 W		156	60 88	\$8708'22'*	- F	L101	427.47	\$21 47 39 T	L	L146	342.97	S3752 17T
112	78 80	N41'09 07 w	- H-	157	10.22	N911'31'W	L	L 107	225.12	\$21'30'52'1	L	(147	40 00'	\$51'07'13'W
<u>(13</u>	104 90	NO9'52 47 W	- H-	158	109 30	N30754'33'T	H	L 103	219.24	\$14'05'51'E	- H	L148	445.00	\$30'52'47'E
115	53.50	N05'22'47'W	- I	<u> </u>	261.11	N04'34'33'T	L L	£104	4 30.46	507 13 14 1	- F	L149	105.45	\$3742'14'W
L15	69.30	N61102 47 W	- H-		611 52	585 25 27 2	- F	1105	66 58	505.00,42,£	- H	1150	36 66	\$3843 19°E
(17)	48.40	N494247*W	- H-	L61 L62	78 68	N3704'50'E	-	1106	750.35	507 19 36 1		(15)	63.29	S32'44'14'W
118	110 20 81,44	N68 47 47 W	- H-	 	59.60	57559 26 T	ŀ	L107	395 82	H72 12 15 W	H	L152	26 40	S31743 1978
(18		\$71'07'13'W	- H-	164	150 00	N1600'31'[-	L 108	60.00	569'45'04'w	- H	ເເນ	154.00	H3747 14 E
L20	359.79	N2 158 02 W	- H-	165	150 00	\$7359'26'T	- F	L 109	821,63	\$00'02'18'E	- H	1154	375 93	
121	11.00	N65'01'58'E	- -		150 00'	N1500'34'E	- F	L110	717.89	530742°14°E	- H		103 67	\$85'13'41'W
122	86 10	N46 27 10 E	- H-	166 167	150.00		ŀ	10	65.21	N807201151#	ŀ	L156	25.04	53843'19'E
123	15 00	N365102 W	- H	168	50 00	\$16'00'34 w	- H	. 1112	420 30	S30 42'00 T	- I-	L157	20 31	N09 46 19 E
123	168 17	N50705-00 T	- F		200.00	\$7359'26'1	- F		129.77	\$74'52'00'#	- H	1150	112.31	\$60 12 49 T
125	269.38	N40'13'12'W	- H-	L69 L70	100 00'	N16'00'34'T	-	<u> </u>	306 70	H30742'00'W	- H	L159	274.36	57725491
126	116 80	N49'46 48'T	⊢	L70	200 00	\$7559'26'T	ŀ	1115	25.97	N75 39'23'W	H	F160	532.55	505'55'45'T
127	130 15	N30745'48 T	- H-	672	100 00	516'00'34'W	ŀ		285.59	N87'04"14"W	_] _	L161	244.79	\$19'23'59'E
128	63 66	\$7 <u>1'50'24'T</u>	- H-	173		<u>\$7559'26'T</u>	ŀ	117	73.75	N76'37'08'W	- H-	L162	195 92	512 48 25 E
129	436 93	N16709 36 T	- H-	(74	50.00			L118 L119	126.24	N55'09'02'W	-	1163	228 54	\$25'02'55'E
1.30	99.16	N1 3 00' 36' E	- H-	175	200 00'	57359'26'L	- H	1120	59.14	N76'48'06 W	- 1-	6164	626.06	500 00 30 T
131	187.13	N15'59'36 T	- H-	176	100.00	N16'00'34'E	- H		1,39 99	N77'30'02'W		1165	163.86	\$51'16'41'W
1.32	16.84	N74'00 24 W		177	150.00	<u>\$7559'26'T</u>	ŀ	L121 L122	93.65	\$7724'25'W	- H	1166	10 87	N4723'00'W
132	20.00	N15'30'36'E	- H-	L78	150 00 ⁻ 200 00 ⁻	S16'00'34 W	H	1123	160.00'	N77'05'54'W	-	L167	1086 81'	\$4737'00'W
41	114.88	N15'30'36'T		179	100.00	57359'26'1 N16'00'34'E	- F	L124	40 00	\$1754'06'W	H	(168	215.08	N21'53'03'W
	844.78	N74'00'24'W		1.80	300.001	57359'26'T	H	1125	180.00	N76'56'07'w	H	L169	140.00	N27 30'03 W
	61,12	N6703'54'W	- H-	LBI	100 00	51600'34'W	H	L126	322 69	\$12'32'58'W	H		135.02	N6729'57'E
137	43 42	N10'40'48'E		182	200 001	57359'26't	- H	L127		N54'08'44'W		6172	10.00	N22 50'05'W
L3A	425.27	N74'00'45"W	-	183	450 001		- H	L128	95.68	N201071391W	⊢	102	100 00'	N67 29'57'E
1.39	40.00	N88'29'24'W		184	150 001	N7359'26'W	- H	L129	103.40	\$88"50"21"W	⊢		533.18	N22 30'03 W
140	275.95	N74'00'45"W		185	100 00'i	N1600'34'1	- H	130	198.97	504111391	⊢		833.37	N231931T
141	642 75	509 54 03 W		1.86	150 00	\$7559'26'1	- F		137.06	<u>S25'16'40'T</u>		L175	29.67	N67 30'00 E
142	308 10'	N54 36 27 W		1.67	670.00		- F	L132	249 67	568"09"18"W	-	<u>[178</u>		N05'12'00'W
143	<u>306 10</u> 84 00	N7501 43 W		1.88	60 72	N0675'37'E	- H	133		514'57'00'1	-	L177	212.03	NB4 14 10 E
14	87,16	N48 18 55 W	- H-	1.00			- H	1134	215.63	\$05'18'00'T	-	L178	205.36	N05 45 00 W
145			- H-	1.90	1468 51	H1724'36'E	H	1135	205 96	N85 15 00 T	L	L1/9	332 151	N39720'00"W
[[43[105 891	N60'41'36'W		1,90	107.65	57214 44 1	E	1000	46 34	N491141E				

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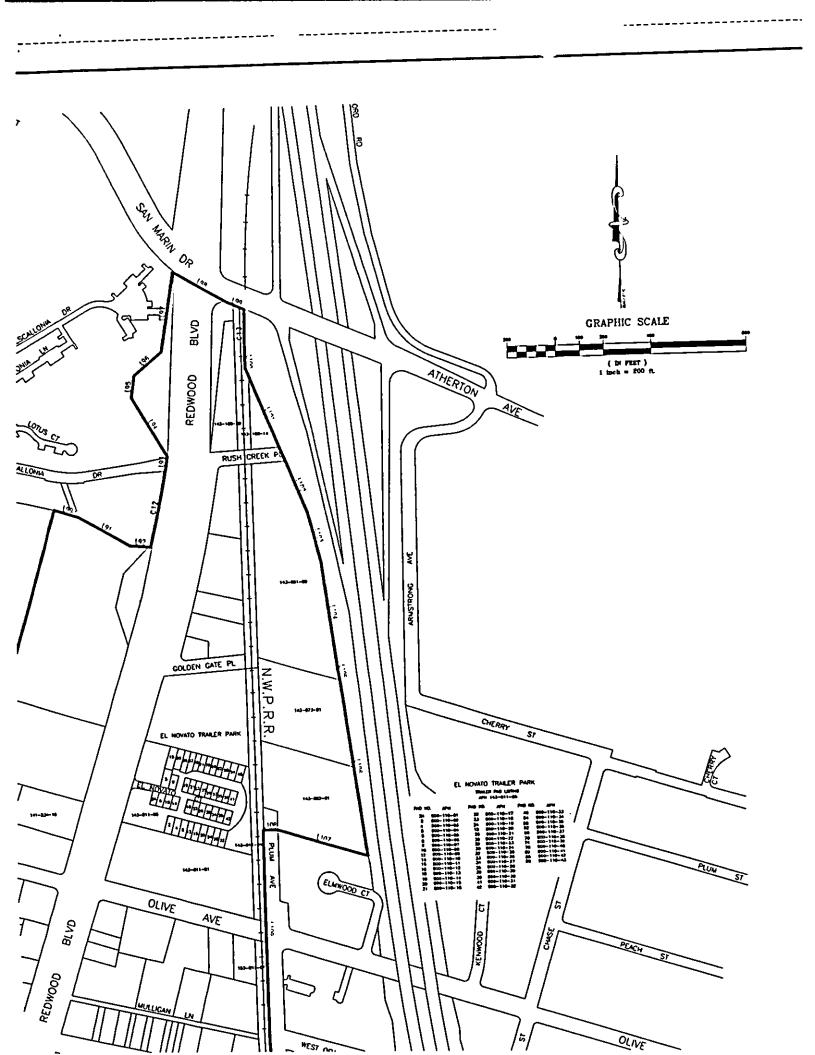
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AREA 1

Lot name: 1

North: 587390.8395 East: 1406373.7741 Curve Length: 101.78 Radius: 176.00 Delta: 33-08-00 Tangent: 52.36 Chord: 100.37 Course: N 20-30-34 W Course In: N 52-55-26 E Course Out: S 86-03-26 W RP North: 587496.9456 East: 1406514,1932 End North: 587484.8438 East: 1406338.6097 Line Course: N 06-34-53 W Length: 13.94 North: 587498.6919 East: 1406337.0120 Line Course: S 83-25-07 W Length: 54.00 East: 1406283.3678 North: 587492.5027 Curve Length: 33.24 Radius: 23.00 Delta: 82-48-04 Tangent: 20.28 Chord: 30.42 Course: N 47-58-55 W Course In: S 83-25-07 W Course Out: N 00-37-03 E RP North: 587489.8666 East: 1406260.5194 End North: 587512.8653 East: 1406260,7673 Curve Length: 325,94 Radius: 376.00 Delta: 49-40-04 Tangent: 174.01 Chord: 315.83 Course: N 64-32-55 W Course In: N 00-37-03 E Course Out: S 50-17-07 W RP North: 587888.8434 East: 1406264.8195 End North: 587648.5924 East: 1405975.5870 Line Course: N 39-42-53 W Length: 112.00 North: 587734.7468 East: 1405904.0229 Line Course: N 48-37-43 E Length: 80.37 North: 587787.8663 East: 1405964.3358 Line Course: N 50-40-00 E Length: 362.89 North: 588017.8772 East: 1406245.0209 Line Course: N 74-29-18 W Length: 93,75 North: 588042.9492 East: 1406154.6857 Line Course: N 82-05-24 W Length: 87.90 North: 588055.0458 East: 1406067.6220 Curve Length: 358.87 Radius: 675.00 Delta: 30-27-44 Tangent: 183.79 Chord: 354.66 Course: N 66-51-32 W Course In: N 07-54-36 E Course Out: S 38-22-20 W RP North: 588723.6234 East: 1406160.5138 End North: 588194.4272 East: 1405741.4955

Line Course: N 51-37-40 W Length: 24.11 North: 588209.3939 East: 1405722.5934 Line Course: N 01-23-10 E Length: 96.23 North: 588305.5957 East: 1405724.9212 Curve Length: 193.30 Radius: 800.00 Delta: 13-50-40 Tangent: 97.13 Chord: 192.84 Course: N 44-15-37 W Course In: N 38-49-03 E Course Out: S 52-39-43 W RP North: 588928.9129 East: 1406226.3947 End North: 588443.6996 East: 1405590.3380 Line Course: N 37-20-17 W Length: 1333.03 North: 589503.5529 East: 1404781.8332 Curve Length: 203.85 Radius: 600.00 Delta: 19-28-00 Tangent: 102.92 Chord: 202.88 Course: N 47-04-17 W Course In: S 52-39-43 W Course Out: N 33-11-43 E RP North: 589139.6429 East: 1404304.7907 End North: 589641.7286 East: 1404633.2872 Line Course: N 56-48-17 W Length: 197.08 North: 589749.6288 East: 1404468.3688 Line Course: N 41-09-07 W Length: 78.80 North: 589808.9626 East: 1404416.5139 Line Course: N 89-52-47 W Length: 104.90 North: 589809.1828 East: 1404311.6141 Line Course: N 06-22-47 W Length: 53.50 North: 589862.3515 East: 1404305.6693 Line Course: N 61-02-47 W Length: 69.30 North: 589895.8997 East: 1404245.0310 Line Course: N 49-42-47 W Length: 48.40 North: 589927.1959 East: 1404208.1107 Line Course: N 68-47-47 W Length: 110.20 North: 589967.0534 East: 1404105.3711 Line Course: S 71-07-13 W Length: 81.44 North: 589940,7008 East: 1404028.3126 Line Course: N 24-58-02 W Length: 359.79 North: 590266.8682 East: 1403876.4454 Line Course: N 65-01-58 E Length: 11.00 North: 590271.5113 East: 1403886.4174 Curve Length: 47.25 Radius: 352.00 Delta: 7-41-27 Tangent: 23.66 Chord: 47.21 Course: N 21-07-19 W Course In: N 65-01-58 E Course Out: S 72-43-25 W **RP** North: 590420.0904 East: 1404205.5228 End North: 590315.5530 East: 1403869.4039 Curve Length: 47.93 Radius: 92.00

Delta: 29-50-57 Tangent: 24.52 Chord: 47.39 Course: N 02-21-06 W Course In: N 72-43-25 E Course Out: N 77-25-38 W RP North: 590342.8753 East: 1403957.2531 End North: 590362.9018 East: 1403867,4593 Line Course: N 46-27-10 E Length: 86.10 North: 590422.2206 East: 1403929,8651 Line Course: N 36-51-02 W Length: 15.00 North: 590434,2236 East: 1403920.8692 Line Course: N 50-05-00 E Length: 168.17 North: 590542.1337 East: 1404049.8520 Line Course: N 40-13-12 W Length: 269.38 North: 590747.8244 East: 1403875.9068 Line Course: N 49-46-48 E Length: 100,00 North: 590812.3968 East: 1403952.2638 Line Course: N 30-46-48 E Length: 116.80 North: 590912.7442 East: 1404012.0354 Line Course: S 71-50-24 E Length: 130.15 North: 590872,1801 East: 1404135.7026 Line Course: N 18-09-36 E Length: 63.66 North: 590932.6692 East: 1404155.5436 Line Course: N 13-00-36 E Length: 436.93 North: 591358.3836 East: 1404253.9058 Line Course: N 14-33-42 E Length: 99.16 North: 591454.3583 East: 1404278.8368 Line Course: N 15-59-36 E Length: 187.13 North: 591634.2452 East: 1404330.3959 Curve Length: 31.42 Radius: 20.00 Delta: 90-00-00 Tangent: 20.00 Chord: 28.28 Course: N 29-00-24 W Course In: N 74-00-24 W Course Out: N 15-59-36 E **RP** North: 591639,7557 East: 1404311.1700 End North: 591658.9816 East: 1404316.6805 Line Course: N 74-00-24 W Length: 16.84 North: 591663.6215 East: 1404300.4923 Line Course: N 15-30-36 E Length: 20.00 North: 591682.8931 East: 1404305.8405 Line Course: N 15-30-36 E Length: 114.88 North: 591793.5896 East: 1404336.5601 Curve Length: 23.44 Radius: 15.00 Delta: 89-31-00 Tangent: 14.87 Chord: 21.12 Course: N 29-14-54 W Course In: N 74-29-24 W Course Out: N 15-59-36 E **RP** North: 591797.6007 East: 1404322.1064 End North: 591812.0202 East: 1404326.2393

Line Course: N 74-00-24 W Length: 844.78 North: 592044,7786 East: 1403514.1575 Line Course: N 67-03-54 W Length: 61.12 North: 592068.5962 East: 1403457.8692 Line Course: N 10-40-48 E Length: 43,42 North: 592111.2641 East: 1403465.9160 Line Course: N 74-00-45 W Length: 425.27 North: 592228,3952 East: 1403057.0946 Line Course: N 88-29-24 W Length: 40.00 North: 592229,4493 East: 1403017.1085 Line Course: N 74-00-45 W Length: 275.95 North: 592305.4535 East: 1402751.8318 Line Course: S 09-54-03 W Length: 642.75 · North: 591672.2761 East: 1402641.3151 Line Course: N 54-36-27 W Length: 308.10 North: 591850,7198 East: 1402390.1509 Line Course: N 76-01-43 W Length: 84.00 North: 591871.0005 East: 1402308.6359 Curve Length: 60.59 Radius: 558.00 Delta: 6-13-16 Tangent: 30.32 Chord: 60.56 Course: S 17-04-55 W Course In: N 76-01-43 W Course Out: S 69-48-27 E RP North: 592005.7225 East: 1401767.1436 End North: 591813.1147 East: 1402290.8479 Line Course: N 48-18-55 W Length: 87.16 North: 591871.0788 East: 1402225.7554 Line Course: N 60-41-36 W Length: 105.89 North: 591922.9103 East: 1402133.4181 Line Course: N 18-30-19 W Length: 39.56 North: 591960.4248 East: 1402120,8620 Line Course: N 03-18-23 W Length: 20.49 North: 591980.8807 East: 1402119.6803 Line Course: S 74-02-37 W Length: 53.35 North: 591966.2145 East: 1402068.3858 Line Course: N 53-10-32 W Length: 30.49 North: 591984.4891 East: 1402043.9793 Line Course: N 22-45-41 W Length: 52.31 North: 592032.7254 East: 1402023.7408 Line Course: N 74-23-15 W Length: 45.24 North: 592044.9009 East: 1401980.1700 Line Course: N 33-48-19 W Length: 9.00 North: 592052.3793 East: 1401975.1627 Line Course: N 74-28-29 W Length: 151.17 North: 592092.8419 East: 1401829,5085 Line Course: N 31-20-59 W Length: 109.72

North: 592186.5437 East: 1401772.4255 Line Course: N 53-14-22 W Length: 56.68 North: 592220.4651 East: 1401727.0167 Line Course: S 87-08-22 W Length: 80.88 North: 592216.4287 East: 1401646.2375 Line Course: N 49-11-31 W Length: 18,22 North: 592228.3360 East: 1401632.4467 Line Course: N 30-54-33 E Length: 109.30 North: 592322.1135 East: 1401688.5918 Line Course: N 04-34-33 E Length: 261.11 North: 592582.3912 East: 1401709.4227 Line Course: S 85-25-27 E Length: 611.52 North: 592533 6051 East: 1402318.9936 Line Course: N 32-04-50 E Length: 78.68 North: 592600.2708 East: 1402360.7814 Line Course: S 73-59-26 E Length: 59.80 North: 592583.7783 East: 1402418.2621 Line Course: N 16-00-34 E Length: 150.00 North: 592727.9607 East: 1402459.6315 Line Course: S 73-59-26 E Length: 150.00 North: 592686.5913 East: 1402603.8139 Line Course: N 16-00-34 E Length: 150.00 North: 592830.7738 East: 1402645.1833 Line Course: S 73-59-26 E Length: 150.00 North: 592789,4044 East: 1402789.3657 Line Course: S 16-00-34 W Length: 50.00 North: 592741.3436 East: 1402775.5759 Line Course: S 73-59-26 E Length: 200.00 North: 592686.1844 East: 1402967.8192 Line Course: N 16-00-34 E Length: 100.00 North: 592782.3060 East: 1402995.3988 Line Course: S 73-59-26 E Length: 200.00 North: 592727.1469 East: 1403187.6420 Line Course: S 16-00-34 W Length: 100.00 North: 592631.0252 East: 1403160.0624 Line Course: S 73-59-26 E Length: 150.00 North: 592589.6559 East: 1403304.2449 Line Course: S 16-00-34 W Length: 50,00 North: 592541.5951 East: 1403290.4551 Line Course: S 73-59-26 E Length: 200.00 North: 592486.4359 East: 1403482.6983 Line Course: N 16-00-34 E Length: 100.00 North: 592582.5575 East: 1403510.2779 Line Course: S 73-59-26 E Length: 150.00 North: 592541.1882 East: 1403654,4604

Line Course: S 16-00-34 W Length: 150.00 North: 592397.0057 East: 1403613.0910 Line Course: S 73-59-26 E Length: 200.00 North: 592341.8466 East: 1403805.3342 Line Course: N 16-00-34 E Length: 100.00 North: 592437.9682 East: 1403832.9138 Line Course: S 73-59-26 E Length: 300.00 North: 592355.2294 East: 1404121.2787 Line Course: S 16-00-34 W Length: 100.00 North: 592259.1078 East: 1404093.6991 Line Course: S 73-59-26 E Length: 200.00 North: 592203.9487 East: 1404285.9424 Line Course: N 16-00-34 E Length: 450.00 • North: 592636,4960 East: 1404410.0505 Line Course: N 73-59-26 W Length: 150.00 North: 592677.8653 East: 1404265.8680 Line Course: N 16-00-34 E Length: 100.00 North: 592773.9870 East: 1404293.4476 Line Course: S 73-59-26 E Length: 150.00 North: 592732.6176 East: 1404437.6301 Line Course: N 16-00-34 E Length: 670.00 North: 593376.6325 East: 1404622.4132 Line Course: N 06-25-37 E Length: 60.72 North: 593436.9709 East: 1404629.2100 Line Course: N 17-24-36 E Length: 1468.61 North: 594838.3011 East: 1405068.6289 Line Course: S 72-14-44 E Length: 107.88 North: 594805,4044 East: 1405171.3708 Line Course: S 59-30-56 E Length: 247.00 North: 594680.1002 East: 1405384.2272 Line Course: S 84-26-36 E Length: 87.73 North: 594671.6053 East: 1405471.5450 Curve Length: 335.52 Radius: 4874.00 Delta: 3-56-39 Tangent: 167.83 Chord: 335.47 Course: N 12-30-10 E Course In: N 75-31-31 W Course Out: S 79-28-10 E RP North: 595889.8755 East: 1400752.2554 End North: 594999.1039 East: 1405544.1655 Line Course: N 08-48-37 E Length: 50.00 North: 595048.5139 East: 1405551.8237 Line Course: N 29-33-15 W Length: 287.38 North: 595298.5029 East: 1405410.0746 Line Course: N 08-30-43 E Length: 89.99 North: 595387.5016 East: 1405423.3945 Line Course: N 50-28-35 E Length: 151.03

North: 595483.6165 East: 1405539.8934 Line Course: N 09-37-44 E Length: 336.70 North: 595815.5730 East: 1405596.2118 Line Course: S 59-20-40 E Length: 260.10 North: 595682.9544 East: 1405819,9623 Line Course: S 66-29-15 E Length: 76.30 North: 595652.5145 East: 1405889.9273 Curve Length: 192.22 Radius: 5704.00 Delta: 1-55-51 Tangent: 96.11 Chord: 192.20 Course: S 00-33-41 W Course In: S 88-28-23 E Course Out: S 89-35-46 W RP North: 595500.5197 East: 1411591.9019 End North: 595460.3115 East: 1405888.0436 Line Course: S 00-24-14 E Length: 53.48 North: 595406.8328 East: 1405888.4206 Line Course: S 21-47-39 E Length: 427.47 North: 595009.9168 East: 1406047.1288 Line Course: S 21-30-52 E Length: 225.12 North: 594800,4820 East: 1406129.6883 Line Course: S 14-05-51 E Length: 219.24 North: 594587.8450 East: 1406183.0892 Line Course: S 07-13-14 E Length: 430.46 North: 594160.7986 East: 1406237.1934 Line Course: S 08-00-45 E Length: 66.58 North: 594094.8686 East: 1406246.4739 Line Course: S 07-19-36 E Length: 750.35 North: 593350.6451 East: 1406342.1632 Line Course: N 72-12-15 W Length: 395.82 North: 593471.6180 East: 1405965.2826 Line Course: S 89-45-04 W Length: 60.00 North: 593471.3574 East: 1405905.2831 Line Course: S 00-02-18 E Length: 821.63 North: 592649.7275 East: 1405905.8328 Curve Length: 1008.88 Radius: 1885.00 Delta: 30-39-56 Tangent: 516.84 Course: S 15-22-16 E Chord: 996.88 Course In: N 89-57-42 E Course Out: S 59-17-46 W **RP North: 592650.9887** East: 1407790.8324 End North: 591688.5053 East: 1406170.0762 Line Course: S 30-42-14 E Length: 717.89 North: 591071.2508 East: 1406536.6318 Line Course: N 80-20-15 W Length: 65.21 North: 591082.1959 East: 1406472.3469 Line Course: S 30-42-00 E Length: 420.30 North: 590720.8000 East: 1406686.9280

Line Course: S 74-52-00 W Length: 129.77 North: 590686.9215 East: 1406561.6583 Line Course: N 30-42-00 W Length: 306.70 North: 590950.6381 East: 1406405.0748 Line Course: N 73-39-23 W Length: 25.97 North: 590957.9460 East: 1406380.1542 Line Course: N 87-04-14 W Length: 285.59 North: 590972.5414 East: 1406094.9374 Line Course: N 76-37-08 W Length: 73.75 North: 590989.6092 East: 1406023.1896 Line Course: N 55-09-02 W Length: 126.24 North: 591061.7455 East: 1405919.5899 Line Course: N 76-48-06 W Length: 59.14 North: 591075.2485 East: 1405862.0121 Line Course: N 77-30-02 W Length: 139.99 North: 591105.5466 East: 1405725.3401 Line Course: S 72-24-25 W Length: 93.65 North: 591077.2404 East: 1405636.0704 Line Course: N 77-05-54 W Length: 160.00 North: 591112.9650 East: 1405480.1096 Line Course: S 12-54-06 W Length: 40.00 North: 591073.9748 East: 1405471.1785 Line Course: N 76-56-07 W Length: 180.00 North: 591114.6641 East: 1405295.8377 Line Course: S 12-32-58 W Length: 322.69 North: 590799.6835 East: 1405225.7230 Line Course: N 54-08-44 W Length: 38.77 North: 590822.3922 East: 1405194.2996 Curve Length: 82.28 Radius: 71.03 Delta: 66-22-00 Tangent: 46.45 Chord: 77.75 Course: S 86-31-28 W Course In: S 29-42-28 W Course Out: N 36-39-32 W **RP** North: 590760.6981 East: 1405159.0988 End North: 590817.6787 East: 1405116.6904 Line Course: N 20-07-39 W Length: 95.68 North: 590907.5154 East: 1405083.7659 Line Course: S 88-50-21 W Length: 103.40 North: 590905.4206 East: 1404980.3871 Line Course: S 04-11-39 E Length: 198.97 North: 590706.9835 East: 1404994.9391 Line Course: S 25-16-40 E Length: 137.08 North: 590583.0291 East: 1405053.4732 Line Course: S 68-09-18 W Length: 54.97 North: 590562.5750 East: 1405002.4504 Line Course: S 14-57-00 E Length: 249.67

North: 590321.3560 East: 1405066.8593 Line Course: S 05-18-00 E Length: 215.63 North: 590106.6478 East: 1405086.7772 Line Course: N 85-15-00 E Length: 205.96 North: 590123 7030 East: 1405292.0298 Line Course: N 49-11-41 E Length: 46.34 North: 590153.9858 East: 1405327.1062 Line Course: S 23-07-55 E Length: 108.00 North: 590054.6687 East: 1405369.5339 Line Course: S 79-39-54 E Length: 246.04 North: 590010.5283 East: 1405611.5821 Line Course: S 55-05-20 E Length: 49.04 North: 589982.4625 East: 1405651.7969 Line Course: S 24-18-59 E Length: 70.25 North: 589918.4447 East: 1405680.7241 Line Course: S 02-16-25 W Length: 94.72 North: 589823,7992 East: 1405676.9664 Line Course: S 12-45-14 W Length: 144.00 North: 589683.3521 East: 1405645.1764 Line Course: S 32-03-49 E Length: 210.44 North: 589505.0128 East: 1405756.8907 Line Course: S 52-42-38 W Length: 223.33 North: 589359.7101 East: 1405579.2127 Line Course: S 38-52-47 E Length: 382.42 North: 589072.0094 East: 1405819.2530 Line Course: N 51-07-13 E Length: 40.00 North: 589097.1169 East: 1405850.3916 Line Course: S 38-52-47 E Length: 342.97 North: 588830,1267 East: 1406065.6696 Line Course: S 51-07-13 W Length: 40.00 North: 588805.0191 East: 1406034.5310 Line Course: S 38-52-47 E Length: 445.00 North: 588458.6021 East: 1406313.8520 Line Course: S 32-42-14 W Length: 105.43 North: 588369.8855 East: 1406256.8884 Line Course: S 38-43-19 E Length: 36.66 North: 588341.2837 East: 1406279.8208 Line Course: S 32-44-14 W Length: 63.29 North: 588288.0467 East: 1406245.5944 Line Course: S 38-43-19 E Length: 26.40 North: 588267.4496 -East: 1406262.1087 Line Course: N 32-42-14 E Length: 154.00 North: 588397.0366 East: 1406345.3145 Line Course: S 38-43-19 E Length: 375.93 North: 588103.7395 East: 1406580.4743

Line Course: S 85-13-41 W Length: 103.67 North: 588095.1152 East: 1406477.1636 Line Course: S 38-43-19 E Length: 25.04 North: 588075.5792 East: 1406492.8272 Line Course: N 89-46-19 E Length: 20.31 North: 588075.6600 East: 1406513.1370 Line Course: S 60-12-49 E Length: 112.31 North: 588019.8681 East: 1406610.6090 Line Course: S 77-23-49 E Length: 274.36 North: 587960.0040 East: 1406878.3584 Line Course: S 05-55-45 E Length: 532.55 North: 587430,3029 East: 1406933.3702 Line Course: S 19-23-59 E Length: 244.79 North: 587199.4111 East: 1407014.6788 Line Course: S 12-48-25 E Length: 195.92 North: 587008.3651 East: 1407058.1077 Line Course: S 25-02-55 E Length: 228.54 North: 586801.3195 East: 1407154,8686 Curve Length: 195.62 Radius: 450.00 Delta: 24-54-25 Tangent: 99.38 Chord: 194.08 Course: S 12-35-43 E Course In: S 64-57-05 W Course Out: N 89-51-30 E RP North: 586610.7953 East: 1406747.1916 End North: 586611.9080 East: 1407197.1902 Line Course: \$ 00-08-30 E Length: 626.06 North: 585985.8499 East: 1407198.7382 Curve Length: 134.62 Radius: 150.00 Delta: 51-25-11 Tangent: 72.22 Chord: 130.14 Course: S 25-34-06 W Course In: S 89-51-30 W Course Out: S 38-43-19 E **RP** North: 585985.4790 East: 1407048.7386 End North: 585868.4504 East: 1407142.5699 Line Course: S 51-16-41 W Length: 183.86 North: 585753.4383 East: 1406999.1240 Line Course: N 42-23-00 W Length: 10.87 North: 585761.4675 East: 1406991.7966 Line Course: S 47-37-00 W Length: 1086.81 North: 585028.8624 East: 1406189.0229 Line Course: N 21-53-03 W Length: 215.08 North: 585228,4436 East: 1406108.8558 Line Course: N 22-30-03 W Length: 140.00 North: 585357.7859 East: 1406055.2782 Line Course: N 67-29-57 E Length: 135.02 North: 585409.4576 East: 1406180.0197 Line Course: N 22-30-03 W Length: 10.00

North: 585418.6964 East: 1406176.1927 Line Course: N 67-29-57 E Length: 100.00 North: 585456.9661 East: 1406268.5801 Line Course: N 22-30-03 W Length: 533.18 North: 585949.5572 East: 1406064.5338 Line Course: N 23-19-31 E Length: 833.37 North: 586714.8174 East: 1406394.5072 Line Course: N 67-30-00 E Length: 29.87 North: 586726.2481 East: 1406422.1035 Line Course: N 05-12-00 W Length: 164.85 North: 586890,4196 East: 1406407.1627 Line Course: N 84-14-10 E Length: 212.03 North: 586911.7137 East: 1406618.1207 Line Course: N 05-45-00 W Length: 205.36 North: 587116.0404 East: 1406597.5461 Curve Length: 22.25 Radius: 230.00 Delta: 5-32-34 Tangent: 11.13 Chord: 22.24 Course: N 36-33-43 W Course In: S 56-12-34 W Course Out: N 50-40-00 E RP North: 586988.1239 East: 1406406.3986 End North: 587133.9050 East: 1406584.2971 Line Course: N 39-20-00 W Length: 332.15 North: 587390.8136 East: 1406373.7701

Perimeter: 38652.66 Area: 12,824,372.09 sq.ft. 294.4071 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)Error Closure: 0.0262Course: S 08-51-45 WError North: -0.02586East: -0.00403Precision 1: 1,476,956.77

ARKA 2

22

Lot name: DT2 2

North: 588074.5160 East: 1404733.9373 Line Course: S 66-58-00 W Length: 49.18 North: 588055.2735 East: 1404688.6781 Line Course: S 32-14-00 W Length: 84.28 North: 587983.9825 East: 1404643.7258 Line Course: S 62-51-00 W Length: 112.88 North: 587932,4729 East: 1404543.2835 Line Course: S 53-58-00 W Length: 135.12 North: 587852.9878 East: 1404434.0153 Line Course: S 45-47-28 W Length: 37.02 North: 587827.1746 East: 1404407.4793 Line Course: N 59-11-04 W Length: 521.64 North: 588094.3983 East: 1403959.4840 Line Course: N 30-47-13 E Length: 680.10 North: 588678.6563 East: 1404307.5912 Line Course: N 59-12-47 W Length: 140.00 North: 588750.3149 East: 1404187.3205 Line Course: N 30-47-13 E Length: 15.00 North: 588763.2010 East: 1404194.9982 Line Course: N 59-12-47 W Length: 151.00 North: 588840.4899 East: 1404065.2777 Line Course: N 30-47-13 E Length: 190.00 North: 589003.7145 East: 1404162.5286 Line Course: N 59-12-47 W Length: 39.00 North: 589023.6765 East: 1404129.0246 ... Line Course: N 30-47-13 E Length: 195.80 North: 589191.8837 East: 1404229.2443 Line Course: N 66-53-13 E Length: 46.23 North: 589210.0312 East: 1404271.7635 Line Course: S 24-58-02 E Length: 564.06 North: 588698.6829 East: 1404509.8531 Line Course: S 27-53-13 E Length: 112.13 North: 588599.5743 East: 1404562.2995 Curve Length: 141.93 Radius: 1000.00 Delta: 8-07-56 Tangent: 71.09 Chord: 141.81 Course: S 21-07-33 E Course In: S 64-48-29 W Course Out: N 72-56-25 E RP North: 588173.9222 East: 1403657.4126 End North: 588467.2906 East: 1404613.4121

Line Course: S 17-03-34 E Length: 410.85. North: 588074.5176 East: 1404733.9405

Perimeter: 3626.22 Area: 523,539.89 sq.ft. 12.0188 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)Error Closure: 0.0036Course: N 63-46-54 EError North: 0.00157East: 0.00319Precision 1: 1,019,599.85



ARKA 3

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Lot name: DT3

North: 593667.1559 East: 1397869.6754 Line Course: N 72-20-42 E Length: 45.47 North: 593680.9462 East: 1397913.0038 Curve Length: 113.24 Radius: 480.00 Delta: 13-31-00 Tangent: 56.88 Chord: 112.97 Course: N 79-06-12 E Course In: S 17-39-18 E Course Out: N 04-08-18 W RP North: 593223.5542 East: 1398058.5805 End North: 593702.3027 East: 1398023.9414 Line Course: N 85-51-42 E Length: 3.57 North: 593702.5604 East: 1398027.5021 Curve Length; 119.52 Radius: 480.00 Delta: 14-16-00 Tangent: 60.07 Chord: 119.21 Course: S 87-00-18 E Course In: S 04-08-18 E Course Out: N 10-07-42 E RP North: 593223.8119 East: 1398062.1412 End North: 593696.3317 East: 1398146.5509 Line Course: S 79-52-18 E Length: 283.02 North: 593646.5616 East: 1398425.1604 Curve Length: 173.56 Radius: 480.00 Delta: 20-43-00 Tangent: 87.74 Chord: 172.61 Course: S 69-30-48 E Course In: S 10-07-42 W Course Out: N 30-50-42 E RP North: 593174.0418 East: 1398340.7507 End North: 593586.1494 East: 1398586.8550 Line Course: S 59-09-18 E Length: 74.62 North: 593547.8904 East: 1398650.9206 Curve Length: 62.83 Radius: 40.00 Delta: 90-00-00 Tangent: 40.00 Chord: 56.57 Course: S 14-09-18 E Course In: S 30-50-42 W Course Out: S 59-09-18 E **RP** North: 593513.5481 East: 1398630.4119 End North: 593493.0394 East: 1398664.7542 Line Course: S 30-50-42 W Length: 489.35 East: 1398413.8559 North: 593072.9043 Radius: 20.00 Curve Length: 31.42 Delta: 90-00-00 Tangent: 20.00 Chord: 28.28 Course: S 75-50-42 W Course Out: S 30-50-42 W Course In: N 59-09-18 W

East: 1398396.6848 RP North: 593083.1587 End North: 593065.9875 East: 1398386.4304 Line Course: N 59-09-18 W Length: 130.00 East: 1398274.8180 North: 593132.6408 Radius: 100.00 Curve Length: 94.36 Tangent: 51.02 Delta: 54-03-50 Course: N 86-11-13 W Chord: 90.90 Course Out: N 23-13-08 W Course In: S 30-50-42 W RP North: 593046.7850 East: 1398223.5462 End North: 593138.6856 East: 1398184.1217 Line Course: N 43-24-18 W Length: 58.96 North: 593181.5209 East: 1398143.6073 Line Course: N 31-00-08 W Length: 509.05 North: 593617.8517 East: 1397881.4103 Line Course: N 13-23-18 W Length: 50.68 North: 593667.1544 East: 1397869.6753 Perimeter: 2239.64 Area: 308,197.8468 sq.ft. 7.0752 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)Error Closure: 0.0015Course: S 04-07-43 WError North: -0.00148East: -0.00011Precision 1: 1,512,612.01

Recording Requested by &		2005-0	
When Recorded Mail To: City of Novato 75 Rowland Way Novato, CA 94545 Attention: Shirley Gremmels CELL SITY = SNFECA 2263 SITE NAME: HAMILTON PLWY & S. PALM DA		Recorded Official Records County Of Marin JDAN C. THAYER Recorder &8:34AM 03-May-2005	REC FEE 15.00
	MEMORANDUM OF LEASE		Agreement 387

This Memorandum of Lease is entered into on this <u>18</u> day of <u>March</u> 2005, by City of Novato, having a mailing address of 75 Rowland Way, Novato, CA 94545, (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of P.O. Box 2088, Rancho Cordova, CA 95741-2088 (hereinafter referred to as ("Tenant").

- Landlord and Tenant entered into a certain Lease Agreement ("Agreement")# 3871 on the <u>41</u> day of <u>march</u> 2005, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
- 2. The term of the Agreement is for an Initial Term of five (5) years commencing on the date that Tenant commences construction and ending on the last day of the month in which the fifth (5th) anniversary of the Commencement Date occurs, with five (5) successive five (5) year options to renew.
- 3. The term of the agreement is subject to certain termination provisions.
- 4. The portion of the land being leased to Tenant (the "Premises") is described in Exhibit 1 annexed hereto.
- 5. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

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City of Novato	
By: Jourfl.m	
Print Name: DANIEL E. Keen	
Its: <u>City MANAger</u>	
Date: March 18, 2005	

TENANT:

New Cingular Wireless PCS, LLC, a Delaware limited liability company

Den	Et EN	
By: Print l	Name: F KEXI	NFIAHERDAX
Its: :	CA MARKE	MANBOM()
Date:	- 416	

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of California	
County of Marin	
On <u>4-01-05</u> before m	e. Shorens Bellon Staithoby
personally appeared	E KON
P personally known to me - OB - O pr	roved to me on the basis of satisfactory evidence
SHAUNA BELDEN STRAIT	to be the person(s) whose name(s) is/are- subscribed to the within instrument and ac- knowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
Commission # 1535475	signature(e) on the instrument the person(s);
Marin County . My Comm. Expires Jan 14, 2009	or the entity upon behalf of which the person(a) acted, executed the instrument.
	WITNESS my hand and official seal.
	Shawa Baldy Frait
	BIGHATURE OF NOTARY
· 0	PTIONAL
Though the data below is not required by law, it may pr fraudulent reattachment of this form.	rove valuable to persons relying on the document and could prevent
CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
INDIVIDUAL CORPORATE OFFICER	
TTTLE(3)	TITLE OR TYPE OF DOCUMENT
PARTNER(S) LIMITED GENERAL	
ATTORNEY-IN-FACT	NUMBER OF PAGES
	DATE OF DOCUMENT
SIGNER IS REPRESENTING: NAME OF PERSON(S) OF ENTITY(IES)	
······································	SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT I

DESCRIPTION OF PREMISES

Page_1__of__1_

to the Agreement dated March 4 ..., 2005 by City of Novato, having a mailing address of 75 Rowland Way, Novato, CA 94945, (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of P.O. Box 2088, Rancho Cordova, CA 95741-2088 (hereinafter referred to as ("Tenant").

The Premises are described and/or depicted as follows:

2871

ALL THAT CERTAIN real property situate in the City of Novato, County of Marin, State of California, described as follows:

LOT 7, as shown on that certain Map entitled "Map of Hamilton Field Phase Two Stage Three, a subdivision of the lands .of the city of Novato, City of Novato, County Of Marin, California", filed for record August 12, 1999 in Book 1999 of maps page 134, Marin County Records. As shown upon that certain Map entitled "Map of Hamilton Field Phase Two Stage Three.

PARCEL A, as shown on that certain Map entitled "Map of Hamilton Field Phase Two Stage Three, a subdivision of the lands .of the city of Novato, City of Novato, County Of Marin, California", filed for record August 12, 1999 in Book 1999 of maps page 134, Marin County Records.



Recording Requested by and when Recorded, return to: Sonoma-Marin Area Rail Transit 5401 Old Redwood Hwy, Suite 200 Petaluma, CA 94954 Attn: Randy Friedland EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE §§6103, 27383 2022-0016816

Recorded Official Records County of Marin SHELLY SCOTT Assessor-Recorder County Clerk

12:26PM 21-Apr-2022

REC FEE 0.00 CONFORMED COPY 0.00

a Page 1 of 51

LEASE ASSIGNMENT FROM THE CITY OF NOVATO TO THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT REGARDING THE CELL TOWER SITE AT HAMILTON PARKWAY AT NORTH HAMILTON STATION, NOVATO, CA

This Lease Assignment Agreement ("Assignment" or "Agreement") dated as of this <u>aust</u> day of April, 2022, ("Effective Date"), between the City of Novato, a municipal corporation ("CITY" or "Novato"), and the Sonoma-Marin Area Rail Transit District, a public agency formed by State law ("DISTRICT" or "SMART"), and collectively the "Parties", is for the Assignment of all interests in the Cell Lease referenced herein between CITY and New Cingular Wireless, PCS, LLC, a Delaware limited liability company. The Parties agree as follows:

RECITALS

A. CITY was the owner in fee simple of that certain real property located in the City of Novato more particularly described in "Exhibit A," attached hereto and incorporated herein by reference ("Property").

B. The Golden Gate Bridge Highway and Transportation District ("GGBHD") and CITY entered into an agreement ("Cooperative Agreement") on December 13, 1995. The Cooperative Agreement facilitated the settlement of certain railroad crossing disputes, and provided for the transfer of the Property from CITY to GGBHD at no cost to the GGBHD to be used as a railroad transit station.

D. Pursuant to an October 25, 2005 Memorandum of Understanding between the GGBHD, County of Marin, Marin County Transit District, and SMART, SMART acquired from the Golden Gate Bridge Highway and Transportation District, the option to obtain the Property.

E. On March 4, 2005, the City entered into a lease with New Cingular Wireless, PCS, LLC, a Delaware limited liability company, attached hereto as "**Exhibit B**" for a portion of the Property for the purposes of permitting the location of cellular communications facilities thereon (the "Cell Lease"). A Memorandum of Lease dated March 18, 2005, was recorded in the Official Records of Marin County on May 3, 2005, as instrument number 2005-0032276. The initial Term of the Cell Lease expired on March 4, 2010, with four 5-year options to renew. The current Term of the Cell Lease expires on March 4, 2025 and the current amount of the annual revenue from the Cell Lease is \$20,870.64.

F. On April 29, 2010, SMART exercised its option, by written demand, to acquire the Property.

G. DISTRICT (on April 26, 2013) and CITY (on April 29, 2013) signed a Transfer Agreement assigning all rights to the Cell Lease to SMART, attached hereto as "**Exhibit C**", as part of the future transfer of title to Property from CITY to SMART, and which included language continuing the payment of income from the Cell Lease to City through March 3, 2014.

H. On June 25, 2013, SMART acquired title in fee from the City for the subject Property via Quit Claim Deed ("Deed"), which Deed was recorded in the official records of Marin County on July 9, 2013, as Instrument No. 20013-0046450, attached hereto as "**Exhibit D**".

I. The Deed lists the Property as Assessor's Parcel Number ("APN") 157-860-05 as of the date of conveyance and the APN has since been changed to 157-980-10 per confirmation received from the Marin County Assessor's Office, attached hereto as "**Exhibit E**".

J. CITY received all income from the Cell Lease through March 3, 2014, and continues to receive such income as of the Effective Date of this Assignment; a schedule of rents received by CITY on behalf of SMART through January 2022, is attached hereto as "**Exhibit F**".

K. In accordance with the provisions of California Public Utilities Code Section 105085, SMART is authorized to acquire and dispose of property.

L. In accordance with the provisions of California Government Code Section 37350, CITY is authorized to acquire and dispose of property.

M. The parties desire to enter into this Agreement to set forth the terms and conditions of the Transfer Agreement, referenced herein.

AGREEMENT

NOW THEREFORE in consideration of the mutual agreements of the parties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated into and form a part of this Agreement.
- 2. CITY assigns all of its interest in the Cell Lease, with all rights associated therewith to SMART, effective retroactively as of July 9, 2013 (the "Transfer Date").
- 3. SMART hereby assumes and agrees to timely perform all Lessor obligations under the Cell Lease previously held by CITY as of the Transfer Date.
- 4. SMART will indemnify CITY against any claim, liability, loss, costs, attorneys' fees, and other damages incurred by CITY under the assigned lease for events occurring on and after

the Effective Date of this ASSIGNMENT. Such indemnification shall not be applied retroactively for any activities occurring prior to the Effective Date of this ASSIGNMENT. City will indemnify SMART for events occurring PRIOR to the Effective Date of this Agreement.

- 5. Payment for any sums due from CITY to SMART shall be made on the later of (A) Sixty (60) Days after the Effective Date or (B) the date that the current Tenant under the Cell Lease, AT&T Cell Site Partnership 1347 (the "Current Tenant"), acknowledges that SMART is the Landlord under the Cell Lease, unless said timeframe is extended jointly, in writing, by both Parties. The sums due from CITY to SMART through January 2022 are shown on Exhibit F, the schedule of rents; additional rents received by CITY, if any, for February or March 2022 shall be paid to SMART. For information purposes only (and not as part of this Agreement) CITY advises SMART to contact Current Tenant's Manager, Real Estate Administration/AT&T Mobility, email: km4421@att.com.
- 6. SMART's Representations and Warranties:
 - a. SMART's Authority. SMART is a public agency created under the laws of the State of California. SMART has full power and authority to enter into this Agreement and to perform this Agreement. The execution, delivery and performance of this Agreement by SMART have been duly and validly authorized by all necessary action on the part of SMART and all required consents and approvals have been duly obtained. This Agreement is a legal, valid and binding obligation of SMART, enforceable against SMART in accordance with its terms, subject to the effect of applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws affecting the rights of creditors generally.
 - b. Brokers. SMART has not dealt with any investment adviser, real estate broker or finder, or incurred any liability for any commission or fee to any investment adviser, real estate broker or finder, in connection with the exchange of the Exchanged Properties pursuant to this Agreement.
- 7. CITY's Representations and Warranties:
 - a. CITY's Authority. CITY is a municipal corporation created under the laws of the State of California. CITY has full power and authority to enter into this Agreement and to perform this Agreement. The execution, delivery and performance of this Agreement by CITY have been duly and validly authorized by all necessary action on the part of CITY and all required consents and approvals have been duly obtained. This Agreement is a legal, valid and binding obligation of CITY, enforceable against CITY in accordance with its terms, subject to the effect of applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws affecting the rights of creditors generally.

- b. Brokers. CITY has not dealt with any investment adviser, real estate broker or finder, or incurred any liability for any commission or fee to any investment adviser, real estate broker or finder, in connection with the exchange of the Exchanged Properties pursuant to this Agreement.
- 8. Attorney's Fees. In the event either party to this Agreement institutes legal action to interpret or enforce the terms hereof, or to obtain money damages, the prevailing party shall be entitled to recover from the other, in addition to costs and judgment as awarded by the court, its attorney's fees and disbursements incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, all such costs, expenses and attorneys' fees and disbursements incurred shall be included in and as a part of such judgment. The prevailing party shall include without limitation a party who dismisses an action or proceeding for recovery hereunder in exchange for consideration substantially equal to the relief sought in the action or proceeding.
- 9. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be delivered either by hand (including by courier or reputable overnight delivery service) or deposited in the United States Mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows:

To CITY:	Adam McGill, City Manager City of Novato 922 Machin Ave Novato CA 94945
To SMART:	Attention: Eddy Cumins, General Manager Sonoma-Marin Area Rail Transit District 5401 Old Redwood Highway, Suite 200 Petaluma, CA 94954

Notices which are delivered by hand shall be deemed received upon delivery; notices which are deposited in the United States Mail in accordance with the terms of this Section shall be deemed received three (3) days after the date of mailing. The foregoing addresses may be changed by notice to the other party as herein provided.

10. Governing Law; Venue. This Agreement shall be governed by, and construed in accordance with the laws of the State of California. In any suit, action, or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior Court in and for the County of Marin.

- 11. Partial Invalidity. If any provision of this Agreement is determined by a proper court to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement and this Agreement shall remain in full force and effect without such invalid, illegal or unenforceable provision.
- 12. Waivers. No waiver of any provision of this Agreement or any breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving party and any such waiver shall not be deemed a waiver of any other provision of this Agreement or any other or subsequent breach of this Agreement.
- 13. All parties to this agreement are and shall be considered the authors and drafters of this agreement. No canon of construction shall be invoked to construe this agreement against any party.
- 14. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors, heirs, assigns, and transferees.
- 15. This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the agreement. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 16. The provisions of this Agreement shall survive delivery and recordation of the deed identified in Exhibit D.
- 17. <u>Consent</u>. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 18. <u>No Third-Party Beneficiaries</u>. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 19. <u>Captions</u>. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

Hamilton Cell Site Assignment Agt 04012022

20. <u>Acceptance of Electronic Signatures and Counterparts</u>. The parties agree that this Contract, Agreements ancillary to this Contract, and related documents to be entered into this Contract will be considered executed when all parties have signed this Agreement. Signatures delivered by scanned image as an attachment to electronic mail or delivered electronically through the use of programs such as DocuSign must be treated in all respects as having the same effect as an original signature. Each party further agrees that this Contract may be executed in two or more counterparts, all of which constitute one and the same instrument.

(Signature page follows)

Hamilton Cell Site Assignment Agt 04012022

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below:

CITY OF NOVATO Bv: Date: 4-7-2022 APPROVED AS TO FORM FOR CITY: By: City Date: 5 - \mathcal{Z} \mathbf{Z} SONOMA-MARIN AREA RAIL TRANSIT DISTRICT By: c General Manager -21 Date: ED AS TO FORM FOR DISTRICT: APPRO By: Legal Counsel 14-202 4 Date: __

Signature page Hamilton Cell Site Assignment Agreement

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of <u>Marin</u>	· · · · · · · · · · · · · · · · · · ·
On <u>April 7, 2022</u> before me, <u>Theresa Brown</u> , Notary 1	
	Here Insert Name and Title of the
personally adam McG	<u>i</u> (<u> </u>
appeared Office	r

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under **PENALTY** OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature <u>um /2m</u> Signature of Notary Public

Notary Acknowledgement

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Senema	
On <u>4.21.2022</u> before me, <u>Felice Nine Diamzon</u> N	
personally Echnard Jr. appeared	Here Insert Name and Title of the Cumps

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under **PENAL**TY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ature of Notary Public

Place Notary Seal and/or Stamp Above

Notary Acknowledgement

Exhibit A

Property Description

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EXHIBIT "A" LEGAL DESCRIPTION

Lot 7, as shown upon that certain Map entitled "Map of Hamilton Field Phase Two, Stage Three, a Subdivision of the Lands of the City of Novato, City of Novato, County of Marin, California", filed for record August 12, 1999 in Book 1999 of Maps, at Page 134, Marin County Records.

File No.: 01180-43868 Grant Deed Sale BP SCE

Exhibit B

March 4, 2005 lease between City and New Cingular Wireless, PCS, LLC

March 4, 2005 lease between City and New Cingular Wireless, PCS, LLC

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	MEMORANDUM OF	Agreement 381		
CELL SITE & SNFCCA 1263 SITE NAME : HAMILTON PLOY + S. PALM DA	V8:34AM 03-May-2003	i AO I Page 1 of 4		
Novato, CA 94545 Attention: Shirley Gremmels	fecorder	1 1 -		
75 Rowland Way	Marin JOAN C. THAYER	•		
City of Novato	Official Records County Of	REC FEE 15.00		
V' When Recorded Mail To:	Recorded			
Recording Requested by &	2005-	2005-0032275		
Y	the second se			

OF LEASE

This Memorandum of Lease is entered into on this 18 day of march 2005, by City of Novato, having a mailing address of 75 Rowland Way, Novato, CA 94545, (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of P.O. Box 2088, Rancho Cordova, CA 95741-2088 (hereinafter referred to as ("Tenant").

- 1. Landlord and Tenant entered into a certain Lease Agreement ("Agreement") # 3 87 1 on the 4th day of March 2005, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
- 2. The term of the Agreement is for an Initial Term of five (5) years commencing on the date that Tenant commences construction and ending on the last day of the month in which the fifth (5th) anniversary of the Commencement Date occurs, with five (5) successive five (5) year options to renew.

3. The term of the agreement is subject to certain termination provisions.

- 4. The portion of the land being leased to Tenant (the "Premises") is described in Exhibit 1 annexed hereto.
- 5. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

City of Novato	
By: Juif 2.4	
Print Name: DANIEL E. Keen	
Its: City MARADEr	_
Date: March 18,2005	

TENANT:

New Cingular Wireless PCS, LLC, a Delaware limited liability company

	the T	
By:	FACE	
Print 1	t Name: F KEVIN FLAHE	
Its: :	CA MARKET MANAG	500(.)
Date:	41605	

ALIFORNIA ALL-PURPOSE ACKNOWLE	DGMENT
SHAUNA EELDEN SIRAIT Commission # 1535475 Holicay Public - Cationnia Main County My Comm. Explose Jan 14, 2009	ne, Muse, mile of orficer. E.G., JANE DOE, MOTARY PUBLIC MARGEN OF SIGNER(S) Droved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are- subscribed to the within instrument and ac- knowledged to me that he/she/they executed the same in his/her/their authorized capacity(iee), and that by his/her/their signature(e) on the instrument the person(s); or the entity upon behalf of which the person(e) acted, executed the instrument. WITNESS my hand and official seal. Museum Jone Motary Signature of NOTARY OPTIONAL
fraudulent reattachment of this form.	DESCRIPTION OF ATTACHED DOCUMENT
INDIVIDUAL CORPORATE OFFICER	
	TITLE OR TYPE OF DOCUMENT
ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR	NUMBER OF PAGES
SIGNER IS REPRESENTING:	DATE OF DOCUMENT
NAME OF PERSON(S) OR ENTITY(RES)	SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT I

DESCRIPTION OF PREMISES

Page $1_ of _1_$

3811 , 2005 by City of Novato, having a mailing to the Agreement dated March 4 address of 75 Rowland Way, Novato, CA 94945, (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of P.O. Box 2088, Rancho Cordova, CA 95741-2088 (hereinafter referred to as ("Tenant").

The Premises are described and/or depicted as follows:

ALL THAT CERTAIN real property situate in the City of Novato, County of Marin,, State of California, described as follows:

LOT 7, as shown on that certain Map entitled "Map of Hamilton Field Phase Two Stage Three, a subdivision of the lands of the city of Novato, City of Novato, County Of Marin, California", filed for record August 12, 1999 in Book 1999 of maps page 134, Marin County Records. As shown upon that certain Map entitled "Map of Hamilton Field Phase Two Stage Three.

PARCEL A, as shown on that certain Map entitled "Map of Hamilton Field Phase Two Stage Three, a subdivision of the lands .of the city of Novato, City of Novato, County Of Marin, California", filed for record August 12, 1999 in Book 1999 of maps page 134, Marin County Records.

Market: <u>FSA8 San Francisco Bay Area</u> Cell Site Number: <u>SNFCCA2263C</u> Cell Site Name: <u>Hamilton Parkway & S. Palm</u> AGREEMENT #3871

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below ("Effective Date"), is entered into by City of Novato, a Municipal Corporation, having a mailing address of 900 SHERMAN AVENUE, Novato, CA 94545 (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of P.O. Box 2088, Rancho Cordova, CA 95741-2088. ("Tenant").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at Hamilton Parkway, Novato, CA APN# 157-860-05 and APN# 157-860-04 in the County of Marin, State of California (collectively, the "Property"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. <u>LEASE OF PREMISES.</u> Landlord leases to Tenant a certain portion of the Property containing approximately 100 square feet as described on attached Exhibit 1, consisting of both a legal description and plat, together with reasonable access, as described in Section 12 of H. Agreement, for Tenant's uses from the nearest public right-of-way along the Property to the Premises as described on the attached Exhibit 1 (collectively, the "Premises").

2. **PERMITTED USE.** The permitted uses of the Premises are subject to Tenant obtaining any and all permits, licenses and other necessary approvals. Assuming such approvals are obtained by Tenant at Tenant's sole cost, Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "Communication Facility"), as well as the right to test, survey and review title on the Property; Tenant further has the right to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "Permitted Use"). Landlord and Tenant agree that the Communication Facility described in Exhibit 1 shall limit Tenant's Permitted Use. Plans and specifications for this purpose are to be provided prior to execution of this Agreement. If Exhibit 1 includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of Exhibit 1. Tenant has the right to install and operate transmission cables

from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions. appropriate for Tenant's use ("Tenant Changes"), with Landlord's written approval. Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises, consistent with Tenant's necessary permits, licenses and approvals. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. However, any changes which require additional space or materially alter the exterior appearance of the Communication Facility shall require Landlord's prior written approval, such approval which will not be unreasonably withheld. Additional space shall include both ground space and air space. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

TERM. 3.

The initial lease term will be five (5) years ("Initial Term"), commencing on the (a) Effective Date. The Initial Term will terminate on the fifth (5th) annual anniversary of the Effective Date.

\$ 1400 5 5 14 \$ 1502 150 10 10 10 \$ 1602 10 10 10 \$ 100 10 10 10 \$ 100 10 10 \$ 100 100 100 \$ 100 100 \$ 100 100 \$ 100 100 100 100 \$ 100 100 Provided Tenant is not in default of this Lease, this Agreement will automatically **(b)** renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as the "Extension Term"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

If Tenant remains in possession of the Premises after the termination or (c) expiration of this Agreement then Tenant will be deemed to be occupying the Premises on a month to month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement. Rent for the Holdover Term shall be One Hundred Fifty percent (150%) of the then current Rent amount.

(d) The Initial Term, the Extension Term and the Holdover Term are collectively referred to as the Term ("Term").

4. RENT.

7,5%

Commencing on the first day of the month following the date that Tenant (a) commences construction (the "Rent Commencement Date"), Tenant will pay the Landlord a monthly rental payment of One Thousand Four Hundred No/100 Dollars (\$1400.00 Rent"), at the address set forth above, on or before the fifth (5th) day of each calendar month in advance. In partial months occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.

Tenant's failure to pay each monthly rental payment when due will result in a (b) penalty of ten percent (10%) of the amount due and ten percent (10%) each month thereafter while the Rent remains unpaid; provided that the amount of such penalty to be added shall in no event exceed one hundred and twenty percent (120%) of the amount of the Rent due in any calendar year.

In year one (1) of each Extension Term, the monthly Rent will increase by seven (c) and one-half percent (7%) over the Rent paid during the previous Term.

5. <u>APPROVALS.</u>

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Government Approvals"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Governmental Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. Assistance with Government Approvals shall not imply Landlord's assurance that such approvals will be obtained. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities. However, no actual construction work will commence prior to the execution of this Agreement.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant's choice. In the event Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon notice to Landlord, provided that the notice is delivered to Landlord prior to the commencement of construction by Tenant on the Froperty.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Governmental Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 Default and Right to Cure of this Agreement after the applicable cure periods;

(b) provided that the notice is delivered to Landlord prior to the commencement of construction by Tenant on the Property, by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant upon written notice to Landlord for any reason, at any time prior to commencement of construction by Tenant; or

(d) by Tenant upon sixty (60) days prior written notice to Landlord for any reason, so long as Tenant pays Landlord a termination fee equal to six (6) months Rent, at the then current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Paragraphs 5(b) Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 8 Interference, 11(d) Environmental, 18 Severability, 19 Condemnation or 20 Casualty of this Agreement.

7. **INSURANCE.** Without limiting its indemnification herein, Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for

its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of \$2,500,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law. The coverage afforded by Tenant's commercial general liability insurance shall apply to Landlord as an additional insured, but only with respect to Landlord's liability arising out of its interest in the Property. Landlord and its officials, agents and employees must be named as additional insured under the liability policy. This policy shall stipulate that the insurance is primary to any other insurance Landlord carries. A provision in the policy shall stipulate that any failure of Tenant to comply with the reporting provisions in the policy shall not affect coverage provided to Landlord, its officers, employees and agents. All such policies shall further provide for thirty (30) days prior written notice to Landlord of any cancellation, or material change in the terms and conditions thereof. Before the commencement of This Lease, Tenant shall furnish proof of coverage of all insurance by delivering to Landlord , certificates of insurance including endorsements. Such proofs of insurance shall's subject to approval by Landlord. Tenant is sole responsibility for insurance against fire and extended perils for all Tenant's personal property maintained on the Property.

8. INTERFERENCE.

(a) Where there are existing radio frequency user(s) on the Property, the Tenant will evaluate if any other existing radio frequency user(s) on the Property will result in the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within seventy two (72) hours after receipt of written notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate this Agreement upon thirty (30) days notice to Landlord.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord its officers, agents and employees harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the sole negligent or intentional act of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord or its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) Notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will use best efforts to provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

11. ENVIRONMENTAL.

Tenant understands that Landlord has undertaken no internal investigation (a) of its file, examination of its employees or testing of the Property with respect to whether the Property has been used for hazardous substances and with this qualification Landlord represents that its has no present knowledge that the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property. Tenant shall not bring any hazardous substances onto the Property, except as may be contained in backup batteries or other materials typically associated with the operation of the Communication Facility. Tenant shall handle any hazardous substances in accordance with all applicable federal, state and local laws and regulations.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene to for are in any way related to the condition of the Property and activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

(c) The indemnifications of this Paragraph 11 Environmental specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 11 Environmental will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action, intervention or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon sixty (60) days advance written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have reasonable (up to two (2) times per month during normal business hours) pedestrian and vehicular access to and over the Property, from either an open and improved public road or other designated access route to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Tenant shall have twenty four (24) hour, seven days per week access for emergency repairs. Landlord grants to Tenant an easement for such access and Landlord agrees to provide to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement provided to Tenant and if the Landlord and Tenant agree that the access or easement provided is not useable, then the Landlord agrees to grant additional access or an easement, subject to approval of the legislative body, either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

13. **REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. Tenant will not be allowed to submeter from the Landlord in the event Tenant cannot secure its own metered electrical supply. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure; or (iii) any petition is filed against Tenant in any court, whether or not pursuant to any statute of the United States of America or of any state, in any bankruptcy, reorganization, composition, extension, arrangement, or insolvency proceedings, and Tenant is thereafter adjudicated bankrupt, or said proceedings are not dismissed within ninety (90) days after the institution of the same, or any such petition is filed by Tenant or liquidators. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement. Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

ASSIGNMENT/SUBLEASE. With prior written consent of Landlord, Tenant will have 16. the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part. Upon notification to Landlord of such assignment and Landlord's written consent, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Notwithstanding the above, Tenant will have the right to assign, sell or transfer its interest under this Agreement without the approval or consent of Landlord, to the Tenant's principal, affiliates, subsidiaries, subsidiaries of its principal or to any entity which acquires all or substantially all of the Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization, without the Landlord's consent. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. However, Landlord shall have lien rights on any equipment that is abandoned to be used in curing defaults in the nonpayment of rent. Tenant may not otherwise assign this Agreement without Landlord's consent, which shall not be unreasonably withheld, conditioned or delayed.

17. NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows: If to Tenant:

Cingular Wireless Lease Administration c/o Wireless Asset Management Re: Cell Site #SNFCCA2263; Cell Site Name: <u>Hamilton Parkway & S.</u> Palm Dr. P.O. Box 2088 Rancho Cordova, CA 95741-2088

With a copy to: Cingular Wireless

Attn: Legal Department Re: Cell Site #SNFCCA2263; Cell Site Name: <u>Hamilton Parkway & S.</u> Palm Dr. 12900 Park Plaza Drive Cerritos, CA 90703-8573

If to Landlord:

City of Novato, Attention : Public Works Director 900 Sherman Avenue 75 Rolland Way # 200 Novato, CA 94945

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

18. **SEVERABILITY.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

19. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide written notice of the proceeding to Tenant within seventy-two (72) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

20. <u>CASUALTY</u>. Landlord will provide written notice to Tenant of any casualty affecting the Property within seventy-two (72) hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such notice. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis.

21. <u>WAIVER OF LANDLORD'S LIENS</u>. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and

Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

22. MISCELLANEOUS,

(a) Amendment/Waiver. This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) Memorandum/Short Form Lease. Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.

(c) Bind and Benefit. The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) Entire Agreement. This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(e) Governing Law. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

(g) Estoppel. Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

(h) No Electronic Signature/No Option. The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. [SIGNATURES APPEAR ON THE NEXT PAGE]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

City of Novato	, a Municipal Corporation
\cap	<i>Л</i> . А
Ву:	mile for
Print Name:	Daniel E. Keen
Its:	City Manager
Date:	March 4, 2005
	,

"TENANT"

New Cingular Wireless PCS, LLC, a Delaware limited liability company

By: E. Kei Cler
Print Name: FKEVIN FRAHEPTY
Its: MARKET DEPLOYMENT MANAGER
Date: 2905

CALIFORNIA ALL-PURPOSE ACKI	NOWLEDGMENT
State of CALIFORNIA	
County of MARIN	
On <u>March 4, 2005</u> before n	ne, Patsey L. Medeiros, Notary Public NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"
personally appeared Danie.	1 E. Keen NAME(S) OF SIGNER(S)
PATSEY L. MEDEIROS COMM. #1498673 MARIN COUNTY Comm. Exp. JULY 4, 2008	proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
	WITNESS my hand and official seal. Outsey S. Meduro
	SCINATURE OF NOTARY
	SIGNATURE OF NOTARY
Though the data below is not required b	DPTIONAL
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Though the data below is not required be document and could prevent fraudulent CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TITLE(S)	DPTIONAL — by law, it may prove valuable to persons relying on the t reattachment of this form. DESCRIPTION OF ATTACHED DOCUMENT Agreement #3871 -Lease - New Cingular
Though the data below is not required be document and could prevent fraudulent CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TITLE(S) PARTNER(S) CORPORATE OFFICER GENERAL GENERAL GENERAL GUARDIAN/CONSERVATOR	DPTIONAL by law, it may prove valuable to persons relying on the treattachment of this form. DESCRIPTION OF ATTACHED DOCUMENT Agreement #3871 -Lease - New Cingular TITLE OR TYPE OF DOCUMENT
Though the data below is not required be document and could prevent fraudulent CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TITLE(S) PARTNER(S) LIMITED GENERAL ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR OTHER:	DPTIONAL
Though the data below is not required be document and could prevent fraudulent CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TITLE(S) PARTNER(S) LIMITED GENERAL ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR OTHER:	DPTIONAL by law, it may prove valuable to persons relying on the treattachment of this form. DESCRIPTION OF ATTACHED DOCUMENT Agreement #3871 -Lease - New Cingular TITLE OR TYPE OF DOCUMENT
Though the data below is not required be document and could prevent fraudulent CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TITLE(S) PARTNER(S) ILIMITED	DPTIONAL

<u>EXHIBIT I</u>

DESCRIPTION OF PREMISES

Page _1__ of __1_

to the Agreement dated JANUARY_____, 2005 by City of Novato, a Municipal Corporation, why having a mailing address of 900 Sherman 75 (Novato, CA (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, a California general partnership, having a mailing address of P.O. Box 2088, Rancho Cordova, CA 95741-2088 (hereinafter referred to as "Tenant").

The Premises are described and/or depicted as follows:

ALL THAT CERTAIN real property situate in the City of Novato, County of Marin, State of California, described as follows:

LOT 7: As shown upon that certain map entitled "Map of Hamilton Field Phase Two, Stage Three, a Subdivision of the Lands of the City of Novato, City of Novato, County of Marin, California," filed for record August 12, 1999, in Book 1999 of Maps, at page 134, Marin County Records.

ALL THAT CERTAIN real property situate in the City of Novato, County of Marin, State of California, described as follows

PARCEL A, As shown upon that certain map entitled "Map of Hamilton Field Phase Two, Stage Three, a Subdivision of the Lands of the City of Novato, City of Novato, County of Marin, California," filed for record August 12, 1999, in Book 1999 of Maps, at page 134, Marin County Records.



ASSET MARAGEMENT FO Box 2088 Rancho Cordova, CA 95741-2088

RECEIVED APR 5 - 2005

March 23, 2005

CITY OF NOVATO 75 ROWLAND WAY NOVATO, CA 94945

Re: Lease Agreement between City of Novato ("Landlord") and AT&T Wireless ("Tenant")

Site: HAMILTON PKWY/S PALM DR / 2263 / PG&E GROUND UNDER TOWER #2/18

Dear Landlord:

Enclosed for your records is one fully executed original of the above-referenced Lease Agreement. In accordance with the terms of the Agreement, AT&T Wireless will notify you upon exercise of the Lease and commencement of rent payments.

Please feel free to contact Lease Administration directly at 888-382-9415 should you have any questions. Thank you for leasing with AT&T Wireless.

AT&T Wireless Lease Management

Prepared By: JmS 3/23/2005 Record# WAM-2004 7486

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CERTIFIED MAIL - RETURN RECEIPT REQUESTED

AUG 0 7 2006 0025 4483

July 26, 2006

City Of Novato 75 Rowland Way Novato, CA 94945-5037

Re: Cingular Wireless Site: 2263/HAMILTON PKWY/S PALM DR Site #: 10101755 Lessor's Reference: NC-AT-2263 Site Address: HAMILTON PARKWAY

Dear City Of Novato,

Pursuant to the Notice section of our Agreement for the above-referenced site, please be advised that effective immediately, all notices, demands or correspondence should be addressed to the Lessee named in the Agreement and mailed to the address below:

Cingular Wireless Re: Cell Site #: 10101755; Cell Site Name: 2263/HAMILTON PKWY/S PALM DR 6100 Atlantic Boulevard Mail Code GAN02 Norcross, GA 30071 Attn: Network Real Estate Lease Administration

With a copy to:

Cingular Wireless Attn.: Legal Department Re: Cell Site #: 10101755; Cell Site Name: 2263/HAMILTON PKWY/S PALM DR State: CA 5601 Legacy Drive Building A MS A-3 Plano, TX 75024

If you have any questions, please feel free to contact your Lease Specialist at our toll-free number, 877-231-5447.

Sincerely,

Sharon Onorato Director, Network Operations

25448

Exhibit C

Transfer Agreement - City assigning all rights to the Cell Lease to SMART

1

TRANSFER AGREEMENT BY AND BETWEEN THE CITY OF NOVATO AND THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT REGARDING IMPLEMENTATION OF DECEMBER 13, 1995 COOPERATIVE AGREEMENT

The City of Novato, a municipal corporation ("CITY"), and the Sonoma-Marin Area Rail Transit District, a public agency formed by State law ("DISTRICT"), agree as follows:

RECITALS

A. CITY is the owner in fee simple of that certain real property located in the City of Novato more particularly described in Exhibit "A," attached hereto and incorporated herein by reference ("Property").

B. The Golden Gate Bridge Highway and Transportation District ("GGBHD") and CITY entered into an agreement ("Cooperative Agreement"), attached as Exhibit "B," on December 13, 1995. The Cooperative Agreement facilitated the settlement of certain railroad crossing disputes, and provided for the transfer of the Property from CITY to GGBHD at no cost to the GGBHD to be used as a railroad transit station.

C. Section 3(a) of the Cooperative Agreement states, in relevant part:

"At City's request District shall cooperate with City in planning for joint use by City for transit purposes of the Station Site [the Hamilton Site] (or City-owned property immediately adjacent thereto) in a manner consistent and compatible with the District's uses for transit purposes. Upon exercise of City's right to acquire from the Federal Government the portion of the Phase Two Property that includes Site C [the Hamilton Site], City shall acquire Site C and reserve it for future development as a transit station for a period of twenty five (25) years. Upon written demand by District within said twenty five (25) year period, City shall transfer its right, title and interest in the Station Site to the District to the same extent that such right, title and interest was conveyed by the Federal Government to the City, shall provide District with all information that City may have pertinent to the environmental condition of the Station Site, and shall assign to District the benefits it may have of any commitments made by the Federal Government ... to remediate the Station Site in compliance with all applicable laws, all at no cost to district.... In no event shall District be required to pay any consideration for transfer of the Station Site."

D. Pursuant to an October 25, 2005 Memorandum of Understanding between the GGBHD, County of Marin, Marin County Transit District, and DISTRICT, a copy of which is attached as Exhibit "C," and as contemplated by Public Utilities Code section 105012, DISTRICT acquired from the Golden Gate Bridge Highway and Transportation District the option to obtain the Property under Section 3(a) of the Cooperative Agreement.

E. On April 29, 2010, DISTRICT exercised its option, by written demand, to acquire the Property.

SMART - Hamilton Agreement Transfer Agreement 3-14-2013

F. On March 4, 2005, the City entered into a lease with New Cingular Wireless, PCS, LLC, a Delaware limited liability company for a portion of the Property for the purposes of permitting the location of cellular communications facilities thereon (the "Cell Lease"). The Term of the Cell Lease expires on March 3, 2015 with four 5-year options to renew. The current annual revenue from the Cell Lease is \$18, 060 ("Annual Revenue").

G. In accordance with the provisions of California Public Utilities Code Section 105085, SMART is authorized to acquire and dispose of property.

H. In accordance with the provisions of California Government Code Section 37350, Novato is authorized to acquire and dispose of property.

I. The parties desire to enter into this Agreement to set forth the terms and conditions of the purchase and exchange.

AGREEMENT

NOW THEREFORE in consideration of the mutual covenants and promises of the parties, the parties hereto agree as follows:

- 1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated into and form a part of this Agreement.
- 2. CITY shall transfer to DISTRICT, subject to the terms and conditions as set forth herein, the Property to the same extent that it was conveyed by the Federal Government to CITY, including but not limited to the rights and benefits CITY has in the CERCLA Covenant. At no cost to DISTRICT, CITY shall execute the deed attached to this agreement as Exhibit "D," provided however, that title insurance for the Property shall be paid for at DISTRICT's sole expense.

3. On or before the date of the execution of the deed, CITY shall provide District with all information of which the City Manager is actually aware pertinent to the environmental condition of the Property.

4. SMART has been afforded the opportunity to inspect, investigate, and perform any and all due diligence which SMART may believe necessary or desirable prior to the transfer of the Property to SMART. CITY has made no representation or warranties regarding the Property, including, without limitation, any representations or warranties concerning the Property's physical condition, access, zoning laws, environmental matters, utilities, or any other matter affecting the Property or the use of the Property. Except for the matters set forth in this Agreement, SMART has not relied and will not rely on any implied warranties, guaranties, statements, representations, or information about the Property whether made by the CITY, or any CITY official, officer, employee or agent. It being expressly understood that SMART accepts the Property "AS IS".

SMART - Hamilton Agreement Transfer Agreement 3-14-2013

Page 2 of 7

- 5. SMART covenants that it shall have complied with the requirements of the California Environmental Quality Act (Cal. Public Res. Code § 21000 *et seq.*), to the extent applicable to this transfer.
- 6. DISTRICT shall cooperate with CITY in planning for joint use by CITY for transit purposes of the Hamilton Site (or of CITY-owned property immediately adjacent thereto) in a manner consistent and compatible with the DISTRICT's uses of the Property for transit purposes. DISTRICT and the CITY agree that the Property will be available for joint inter-modal uses, not in conflict with District's use of the Property for transit purposes subject to the approval of the CITY and of the DISTRICT, which shall not be unreasonably withheld. At such time as the parties hereto determine such joint uses, CITY and DISTRICT shall enter into a joint use agreement setting forth the details of said joint use.

7. SMART is acquiring the Property for no compensation for the purpose of developing a transit station as set forth in the Cooperative Agreement and hereby covenants to use the Property for such purposes consistent with the terms of this Agreement. SMART has, by a companion transaction of even date herewith, granted to CITY and its assignees an irrevocable offer of dedication of the Property. This Irrevocable Offer may only be accepted by the CITY or its assignees, in the event that SMART has no plans to use the Property for transit station uses or ceases to use the property for transit station uses. As the Irrevocable Offer is a remedy to enforce this covenant in perpetuity, acceptance or failure to accept the Irrevocable Offer by CITY or its assignee shall not preclude subsequent acceptance of the same Irrevocable Offer for any subsequent violation of this covenant. All instruments granting any lease or other real property interest in the Property to third parties shall disclose to the grantee the CITY's power to accept the Irrevocable Offer. Any such interest so created by SMART and all of the grantee's rights thereunder shall be and shall at all times remain subject, subordinate and inferior to the CITY's right under the Irrevocable Offer. A true and correct copy of the Irrevocable Offer is attached hereto as Exhibit E and incorporated herein by reference.

- 8. Novato shall assign said Cell Lease to SMART with a payment to City for the next 12 months for a total of \$18,060.00, (12 months at \$1,505 per month). The payment is for April 4, 2013 to April 3, 2014.
- 9. <u>Escrow.</u> Within ten (10) days after execution of this Agreement by SMART and CITY, SMART shall establish an escrow with Stewart Title of California, Inc. A copy of this Agreement and the Irrevocable Offer provided for in Paragraph 7, duly executed by both parties, shall be deposited therein. Prior to or on the Closing Date, the deed substantially in the form of <u>Exhibit D</u> attached hereto, duly executed and acknowledged by CITY shall be deposited into escrow.
- 10. <u>Escrow Instructions.</u> SMART and CITY shall prepare and file joint escrow instructions with the escrow agent in accordance with this Agreement.

SMART - Hamilton Agreement Transfer Agreement 3-14-2013

- 11. Escrow shall close within sixty (60) days of execution of this Agreement (the "Outside Closing Date") unless extended by either party. SMART shall give Novato and the Title Company written notice specifying the actual Closing Date selected by SMART at least five (5) business days prior to such Closing Date.
- 12. <u>Closing Costs</u>. SMART and CITY shall each pay its own attorney's in connection with negotiating and drafting of this Agreement and closing the transactions contemplated hereby. SMART shall pay any and all escrow fees, recording costs, if any, and the title insurance premium for the Title Policy (if a policy of title insurance is desired by SMART).
- 13. Except as otherwise provided in this Agreement, the transactions contemplated by this Agreement shall be completed on the Closing Date. SMART shall take possession of the Property on the Closing Date.
- 14. SMART's Representations and Warranties:
 - a. SMART's Authority. SMART is a public agency created under the laws of the State of California. SMART has full power and authority to enter into this Agreement and to perform this Agreement. The execution, delivery and performance of this Agreement by SMART have been duly and validly authorized by all necessary action on the part of SMART and all required consents and approvals have been duly obtained. This Agreement is a legal, valid and binding obligation of SMART, enforceable against SMART in accordance with its terms, subject to the effect of applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws affecting the rights of creditors generally.
 - b. Brokers. SMART has not dealt with any investment adviser, real estate broker or finder, or incurred any liability for any commission or fee to any investment adviser, real estate broker or finder, in connection with the exchange of the Exchanged Properties pursuant to this Agreement.
- 15. CITY's Representations and Warranties:
 - a. CITY's Authority. CITY is a municipal corporation created under the laws of the State of California. CITY has full power and authority to enter into this Agreement and to perform this Agreement. The execution, delivery and performance of this Agreement by CITY have been duly and validly authorized by all necessary action on the part of CITY and all required consents and approvals have been duly obtained. This Agreement is a legal, valid and binding obligation of CITY, enforceable against CITY in accordance with its terms, subject to the effect of applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws affecting the rights of creditors generally.

- b. Brokers. CITY has not dealt with any investment adviser, real estate broker or finder, or incurred any liability for any commission or fee to any investment adviser, real estate broker or finder, in connection with the exchange of the Exchanged Properties pursuant to this Agreement.
- 16. Attorney's Fees. In the event either party to this Agreement institutes legal action to interpret or enforce the terms hereof, or to obtain money damages, the prevailing party shall be entitled to recover from the other, in addition to costs and judgment as awarded by the court, its attorney's fees and disbursements incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, all such costs, expenses and attorneys' fees and disbursements incurred shall be included in and as a part of such judgment. The prevailing party shall include without limitation a party who dismisses an action or proceeding for recovery hereunder in exchange for consideration substantially equal to the relief sought in the action or proceeding.
- 17. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be delivered either by hand (including by courier or reputable overnight delivery service) or deposited in the United States Mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows:

Michael Frents City Manager

10 CH 1:	City of Novato 75 Rowland Way # 200 Novato CA 94945			
With a copy to:	Veronica A. F. Nebb			
	Walter & Pistole			
	670 W. Napa Street, Suite F			
	Sonoma, CA 95476			
	Fax: 707-996-9603			
	e-mail: VNebb@walterpistole.com			
To SMART:	Attention: Farhad Mansourian, General Manager Sonoma-Marin Area Rail Transit District			
	5401 Old Redwood Highway, Suite 200			
	Petaluma, CA 94954			

With a copy to: Sheryl Bratton, Assistant County Counsel County of Sonoma 575 Administration Drive, Room 105A Santa Rosa, CA 95403

Notices which are delivered by hand shall be deemed received upon delivery; notices which are deposited in the United States Mail in accordance with the terms of this Section shall be deemed

SMART - Hamilton Agreement Transfer Agreement 3-14-2013

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received three (3) days after the date of mailing. The foregoing addresses may be changed by notice to the other party as herein provided.

- 18. Governing Law; Venue. This Agreement shall be governed by, and construed in accordance with the laws of the State of California. In any suit, action, or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior Court in and for the County of Marin.
- 19. Partial Invalidity. If any provision of this Agreement is determined by a proper court to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement and this Agreement shall remain in full force and effect without such invalid, illegal or unenforceable provision.
- 20. Waivers. No waiver of any provision of this Agreement or any breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving party and any such waiver shall not be deemed a waiver of any other provision of this Agreement or any other or subsequent breach of this Agreement.
- 21. All parties to this agreement are and shall be considered the authors and drafters of this agreement. No canon of construction shall be invoked to construe this agreement against any party.
- 22. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors, heirs, assigns, and transferees.
- 23. This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the agreement. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 24. The provisions of this Agreement shall survive delivery and recordation of the deed identified in Exhibit D.

SMART - Hamilton Agreement Transfer Agreement 3-14-2013

Page 6 of 7

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below:

CITY OF NOVATO

By: _____

Date: _____

APPROVED AS TO FORM FOR CITY:

By: _

City Attorney

Date: _____

SONOMAMARINAREA RAIL TRANSIT DISTRICT	
By: TDI Janon	
General, Manager)
Date: 92613	

APPROVED AS TO FORM FOR DISTRICT: By: Legal Counsel

Date: 4-26-13

SMART - Hamilton Agreement Transfer Agreement 3-14-2013

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below:

CITY OF NOVATO By: Date: canotarial certificate the See.

APPROVED AS TO FORM FOR CITY:

By: City

4-29-Date: 13

SONOMA-MARIN AREA RAIL TRANSIT DISTRICT

By: _____ General Manager

Date:

APPROVED AS TO FORM FOR DISTRICT:

By:

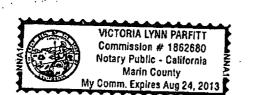
Legal Counsel

Date:

SMART - Hamilton Agreement Transfer Agreement 3-14-2013

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

				<u>38939976976976976976976976976976976</u>	<u> CORORORORO</u>		<u> </u>
State of California)			· •\$	
County of <u>Marin</u>			.]				
On <u>4/29/2013</u>	before me,	Victoria		Parfitt,		Public	•
Date			Ha	re Insert Name and Title	of the Officer		1
personally appeared _	Michael S.	Frank					
			Nama(s	i) of Signer(s)	•		



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 1/1 mn

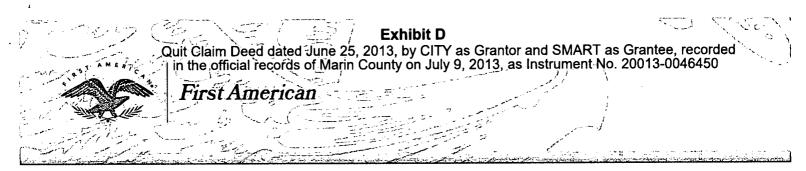
Place Notary Seal Above

©2007 National Notary Association + B350 De Soto Ave., P.O. Box 2402 + Chatsworth, CA. 91313-2402 + www.NationalNotary.org Item (5907 Reorder; Call Tol-Free 1-600-876-6827

Exhibit D

Quit Claim Deed dated June 25, 2013, by CITY as Grantor and SMART as Grantee, recorded in the official records of Marin County on July 9, 2013, as Instrument No. 20013-0046450

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my FirstAm[®] Recorded Document

The Recorded Document images are displayed in the subsequent pages for the following request:

State:	CA
County:	Marin
Document Type:	Document - Year.DocID
Year:	2013
DocID:	046450

Limitation of Liability for Informational Report

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

	• 1							
F				Exhibit D			12	
, O		t Claim Deed dated J n the official records o					450 2013-	-0046450
• • = •		EQUESTED BY: California, Inc.					Recorded Official Recor County of Harin	
	IEN RECORE	DED MAIL TO: EMENT TO:					RICHARD N. BEN Assessor-Recor County Clerk	der i
540		Area Rail Transit Di ood Highway, Ste 2 4954					08:51AN 09-Ju1	2013 Page 1 of 3
	IDER NO. CROW NO. N:	7502-01180-4386 01180-43868 157-860-05	3 8			· .		
							INE FOR RECORDE	RS USE
								RECORD WITH FEE PER G.C. 2
TH		IGNED GRANTO						
	Monume	ENTARY TRANS nt Preservation F d on full value of	ee is: \$0.00					. '
	compute	d on full value les	s value of lier	is or encumbra	ances			
· .		g at time of sale. orated area: X	City of Nova	ato	,	·		
FO	OR A VALUA	BLE CONSIDER	ATION, recei	pt of which is h	ereby ackn	owledged,		
Cit	ty of Novato,	, a municipal corp	poration, a Mu	nicipal Corpor	ation			
	es hereby i ency	Remise, Release	and Quitcial	i m to Sonoma	-Marin Area	Rail Transit I	District a public ag	ency,a public
the	e following d	lescribed real pro	perty in the Ci	ity of Novato, C	County of Ma	arin, State of	California:	
SE	E EXHIBIT	"A" ATTACHED	HERETO					
Da	ate: June 25	5, 2013		n.	City of No a municip	vato, al corporation		
						$: 0 \leq$	5 Cen	
	ate of Califo bunty of Mari		<i>.</i>					
On No	n <u>Gune 36</u> stary Public pe	ersonally appeared	e Vitnia	E.Front				
per ins sar the	rson(s), whos strument and me in his/her/ eir signature(s	ne on the basis of s se name(s) is/are su acknowledged to m (their authorized ca s) on the instrument	ubscribed to the ne that he/she/t pacity(ies), and t the person(s)	e within hey executed the I that by his/her/ or the entity upo			VICTORIA LYNN PA	
bel I ce of (half of which ertify under P California tha	the person(s) acted ENALTY OF PERJ It the foregoing para	d, executed the JURY under the agraph is true a	instrument. laws of the Stat			Commission # 18 Notary Public - Cal Marin County My Comm. Expires Aug	ifornia NA
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		www.wgre	0	L TAX STATEME			(seal)	

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EXHIBIT "A" LEGAL DESCRIPTION

Lot 7, as shown upon that certain Map entitled "Map of Hamilton Field Phase Two, Stage Three, a Subdivision of the Lands of the City of Novato, City of Novato, County of Marin, California", filed for record August 12, 1999 in Book 1999 of Maps, at Page 134, Marin County Records.

File No.: 01180-43868 Grant Deed Sale BP SCE

-7

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CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the "Transfer Agreement By and Between The City of Novato and The Sonoma-Marin Area Rail Transit District Regarding Implementation of December 13, 1995 Cooperative Agreement" dated May 2, 2013, from the **City of Novato**, a municipal corporation, to the **Sonoma-Marin Area Rail Transit District**, a public agency, on behalf of the **Hamilton Station Site known as Assessor's Parcel Number 157-860-05**, is hereby accepted pursuant to authority by the approval of Consent Agenda Item 8c in which Authorizes the General Manager to execute the Transfer Agreement with the City of Novato for the Hamilton Station Property by the Board of Directors of the Sonoma-Marin Area Rail Transit District on April 17, 2013.

Dated: 6-24-13

ATTEST TO SIGNATURE:

Sonoma-Marin Area Rail Transit District Thomas Lyons

Legal Counsel

eticia Rosas-Mendoz

Clerk of the Board of Directors

Exhibit E

Map showing APN change of the Property from 157-860-05 as of the date of conveyance to 157-980-10 per the Marin County Assessor's Office

Exhibit E

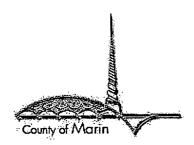
APN Change Confirmation Email from Marin County Assessor's Office County showing APN change of the Property from 157-860-05 as of the date of conveyance to 157-980-10.

From:	<u>Ojeda, Erik</u>
То:	Nina Diamzon
Subject:	APN: 157-980-10
Date:	Thursday, January 20, 2022 3:45:34 PM

Good afternoon Nina,

APN 157-980-10 was previously 157-860-05

Hope this helps,



. Erik Ojeda **APPRAISER III**

County of Marin Assessor-Recorder-County Clerk 3501 Civic Center Drive, Suite 208 San Rafael, CA 94903 415 473 5091 T 415 473 6542 F <u>eojeda@marincounty.org</u>

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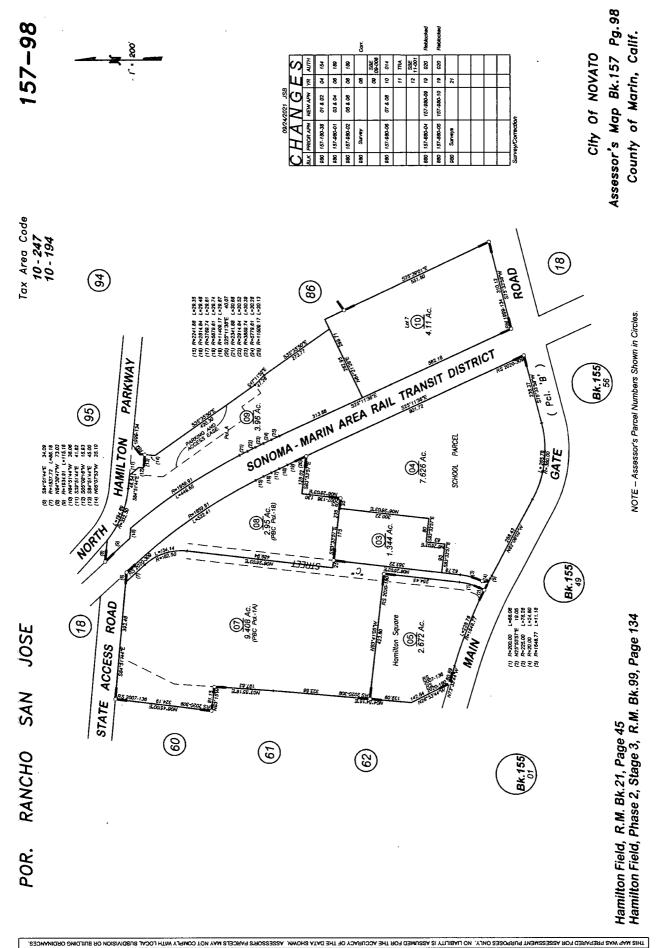


Exhibit F

Schedule of rents received by CITY on behalf of SMART through January 2022

Calendar Year	Monthly Rate	# of Months	Yearly Subtotal	Notes
!				7/9/2013 City Quitclaimed
2013	\$1,617.88	5	\$8,089.38	to SMART-2013-0046450
2014	\$1,617.88	12	\$19,414.50	
2015	\$1,739.22	12	\$20,870.59	
2016	\$1,739.22	12	\$20,870.59	
2017	\$1,739.22	12	\$20,870.59	
2018	\$1,739.22	12	\$20,870.59	
2019	\$1,739.22	12	\$20,870.59	
2020	\$1,869.66	12	\$22,435.88	
2021	\$1,869.66	12	\$22,435.88	
2022	\$1,869.66	1	\$1,869.66	
	Total	102 months	\$178,598.23	

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Calendar Year	Monthly Rate	# of Months	Yearly S	ubtotal	Notes

OWNER'S STATEMENT The undersigned are the only persons having any record title interest in the land subdivided and shown on this map, do hereby consent to the preparation and recordation of this final map, and are all who are necessary to pass clear title to the land subdivided and shown hereon. The undersigned hereby irrevocably offers for dedication to public use, Chapel Hill Road, A Street, C Drive, G Way, J Street and L Place. OWNERS: City of Novato, A Municipal Corporation Watty Bahienny Walter Bobkiewicz, Acting City Manager BY: ACKNOWLEDGEMENT State of California • County of Mala On <u>Aug 5 1999</u>, before, me, the undersigned, personally appeared <u>Walth BobRieurca</u> me the proved to me on the basis or satisfactory evidence) to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/ their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person (s) or the entity upon behalf of which the person (s) acted, executed the instrument_ WITNESS my hand; Signature Massal Stanson Notary Public in and for said County of <u>Man</u> and State of California. My commission expires <u>5/23/0</u> Print Name: MARY A. FRANZEN 1131529

personally known to

SURVEYOR'S STATEMENT

I, John G. Stuber, state that I am a Licensed Land Surveyor under the laws of the State of California, that the surveying and checking of the map shown hereon was done by me or under my direction during the month of July 1999; that the survey is true and complete as shown; that the monuments are of the character and occupy or will occupy the positions shown on this map within one year of the date of filing of this map, and that a survey of the property can be retraced from said monuments.

Signed this day o	f <u>Au</u>
Dehn K	tulu
John G Stuber, L.S. # 330.	3

ENGINEER'S STATEMENT CITY

, the undersigned, City Engineer for the City of Novato, State of California, do hereby state that I have examined this final map, that the subdivision as shown hereon is substantially the same as it appeared on the Tentative Map and any approved alterations thereof, that all provisions of Chapter 2 of the Subdivision Map Act and any local ordinances applicable at the time of the approval of the Tentative Map have been complied with and I am satisfied that said map is technically correct.

Signed this _	5 I H	day of	Auc
	LA.	A.J	_
Active	City Er License		City of S

CLERK OF THE BOARD OF SUPERVISORS

, the undersigned, Clerk of the Board of Supervisors of the County of Marin, State of California, do hereby state that a good and sufficient bond approved by and in the amount fixed by said Board of Supervisors has been filed with said Board and that said bond by its terms is made to inure to the benefit of said County of Marin and is conditioned for the payment of all taxes, which may be at the time of recording of this map a lien against the tract or subdivision of land shown hereon or any part thereof, but not yet payable.

Maig/free m Signed

State of California

CLERK'S STATEMENT

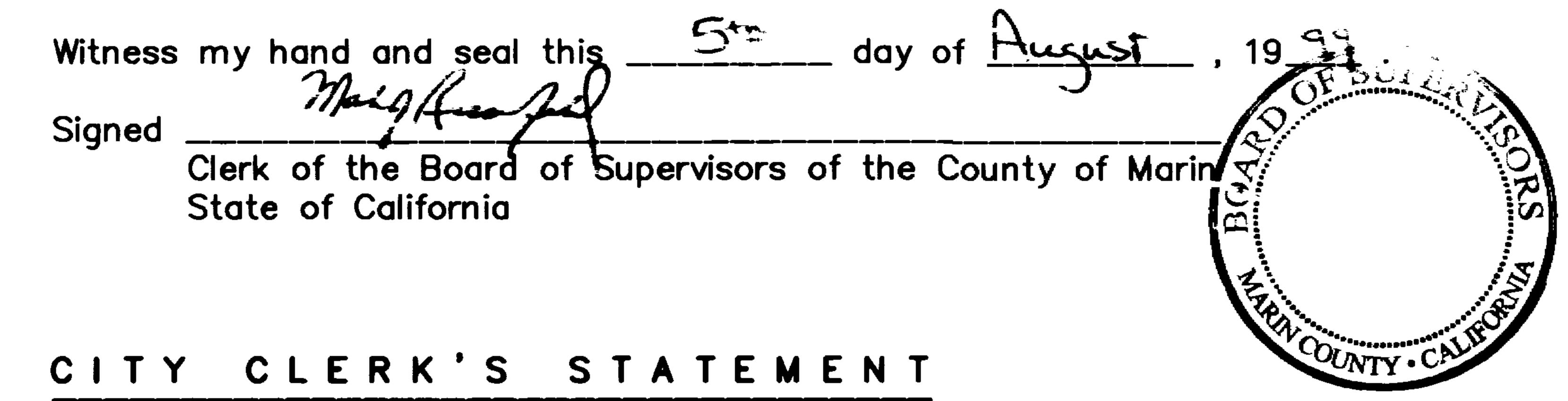
The City Council of the City of Novato, State of California, at a regular meeting held on the <u>3rd</u> day of <u>Augast</u>, 1999, examined the Map of Hamilton Field Phase two Stage three and the City Council by Resolution No. <u>107-99</u> duly passed at the meeting aforesaid, approved this map, and hereby accepts the offer of dedication of Chapel Hill Road, A Street, C Drive, G Way, J Street and L Place.

Signed this <u>5th</u> day of <u>August</u> By: <u>Spielen Fremme</u> City Clerk of the City of Novato, State of California 🔪

, 19**99** JUST UT CALIFUR

LUST , <u>19 **99**</u>

Novato, State of California 600



COUNTY

, the underside Marin and Citi are no liens collected as against the tr therof.

Signed this _

Tax Collector County of Mar State of Cali By Soph Depúty

RECORD

Filed this 12 in Book _<u>199</u> of the City of

Serial No. 19

Jon C. County Record

SOIL RE

A soil report prepared by (subdivision has Development

OWNER'S

Signatures of under the pro Their interest signatures are

NAMES

U.S.A.

Novato Sanita Sewer District

Pacific Gas & Electric Co.

City of Novato

North Marin \ District

AP No. 157 - 180 - 41 (PORTION)



			134		
r t a	XC	COLLECTO	R'S STATEMENT		
ties th for un taxes, tract c	erein, paid excep or sub	State of Californ taxes, County or ot taxes or speci division of land/s	Collector of the County of nia, hereby state that there City, or special assessments al assessments not yet payable nown hereon or any part		
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fornia		es therein			
<u> </u>	<u>, </u>	<u>ugou</u> os			
ER	' S	STATEME	ΝΤ		
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Ine			7. Clima		
der	7	Deputy			
P 0	RT	STATEME	ΝΤ		
Geoma	trix C n filed	d with the local of	specifically for this agency's Community		
S O F	FI	NTEREST			
ovision: is su	s of S ch the	Section 66436 of	ements have been omitted the Subdivision Map Act; n into a Fee Title and such ning body.		
	RECC	DATA	NATURE OF EASEMENT		
	D.N.	97–057878	Enviromental Investigation, Remediation, & Maintanance Access Easement		
ary t	D.N.	89–016054	Sanitary Sewer Purposes		
2	D.N.	246 <u>O.R.</u> 194	Overhead Power Line		
0	D.N.	99–043897	Public Utility Easement		
Nater	D.N.	99–033497	Water Pipeline and Access Easement		
MAP OF HAMILTON FIELD PHASE TWO STAGE THREE A SUBDIVISION OF LANDS OF					
			TY OF NOVATO <u>97–057878</u>		
	CITY	OF NOVATO C MAY 1999	OUNTY OF MARIN CALIFORNIA NO SCALE		
			CSW/STUBER-STROEH ENGINEERING GROUP, INC. CONSULTING ENGINEERS		
		790 DeLong (415) 892–476	Ave., Novato, CA. 94945 3 FAX (415) 892–4502 SHEET 1 OF 8		

CAN No. 1999 M 134 96-902-3

410038\STAGE3\fmcert.dwg

	LINE TAB	E		
LINE	LENGTH 145.25'	+	BEAR S54'24'	
2	42.50'	-	<u>534 24</u> S35'35'	
3	10.86'		S50'49'	
4	38.00'		S39°10	37"E
5	9.00'	_	N50'49	
6	78.96'		S35'35	
8	101.39' 67.43'		S02'37	
9	140.63'	$-\uparrow$	S55*34	
10	180.21'		S05'08	
11	72.92'		S84*51	
12	45.35'		N50'08	
13	15.44' 40.00'		<u>N05'08</u> S84'51	
14 15	15.44'	-+	S05'08	
16	45.35'		S39°51	
17	237.31'		S84*51	
18	244.70'		S84*51	
19	41.82' 15.93'		<u>N50'08</u> N05'08	
20 21	45.00'		<u>NU5 UC</u> 	
22	15.93'	-+	S05'08	
23	41.82'		S39*51	
24	46.54'		S84*51	
25	73.03'		<u>S84'38</u>	
26 27	36.06' 876.05'		<u>N84°51</u> N25°11	
28	310.12	 	S75*33	
29	551.50			9'01"E
30	164.36'		<u>N81'3</u>	
31	54.84'			1'44"₩
32	<u>40.41'</u> 17.00'			1'44"W 8'16"E
<u>33</u> <u>34</u>	47.00'			1'44"W
35	17.00'			8'16"E
36	40.41'		N50'0	8'16"E
37	490.45			1'44"W
38	40.41'			1'44"W
<u> </u>	17.00' 26.89'			<u>8'16"E</u> 1'44"W
40	108.14			0'50"E
42	102.02			1'44"E
43	128.00	>		8'16"W
44	56.89		·····	<u>0'50"E</u>
45	112.57 14.21			<u>3'01"W</u> 9'40"E
46 47	52.62			2'49"E
48	76.00			9'09"E
49	46.00		<u>↓ </u>	7'30"₩
50	116.54			60'37"E
51	<u>50.85</u> 57.67			<u>9'29"E</u>)4'13"E
<u>52</u> 53	46.00		+)2'38"₩
54	113.37			39'02"W
55	217.8)'	_)3'16"E
56	134.23		+	53'25"W
57	<u>82.92</u> 39.00			26'16"E 10'37"E
58				
	CURVE	TAB	LE	
CURVE	LENGTH	R	DIUS	DELTA
C1	32.99'		1.00'	90'00'00"
<u>C2</u>	34.30'		1.00'	93°34'47"
C3	194.69'		32.50'	<u>33°32'54</u> "
<u>C4</u>	115.16'		34.91'	<u>03°24'36</u> "
C5	449.65'		59.91'	1 <u>3°08'42</u> "
<u>C6</u>	30.66'		41.88'	00'45'00"
C7	30.52'		14.84'	00'36'00''
<u>C8</u>	30.39'		869.74'	00°27'00"
<u>C9</u>	30.26'	╂───	'79.61'	00'18'00"
C10	30.13'	↓	509.17'	00'09'00"
<u>C11</u>	36.80'	╉───	32.50'	03'20'00"
C12	34.56'		22.00'	90°00'00"
C13	20.27'	∔ —	22.00'	<u>52°48'09'</u>
C14	142.57'	╂───	77.00'	08'21'39'
C15	36.54'	╉╶─	23.00'	03°21'39"
016	111111	1 7	67 00'	17.21.00

367.00' 17'21'02"

413.00' 01'23'36"

180.00' 02'35'15"

1256.00' 10'39'23"

165.57' 250.00' 37'56'41"

C16

C17

C18

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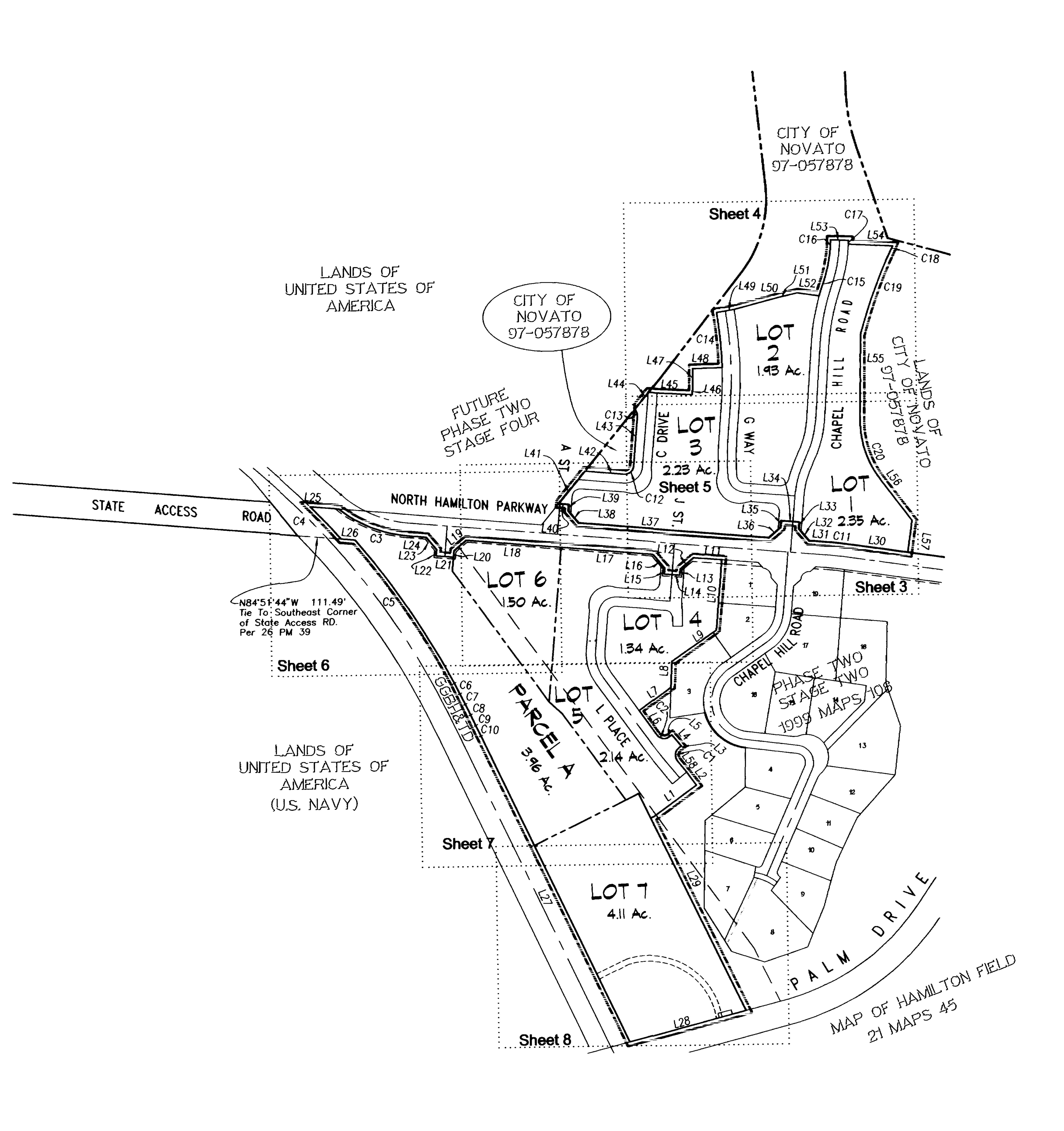
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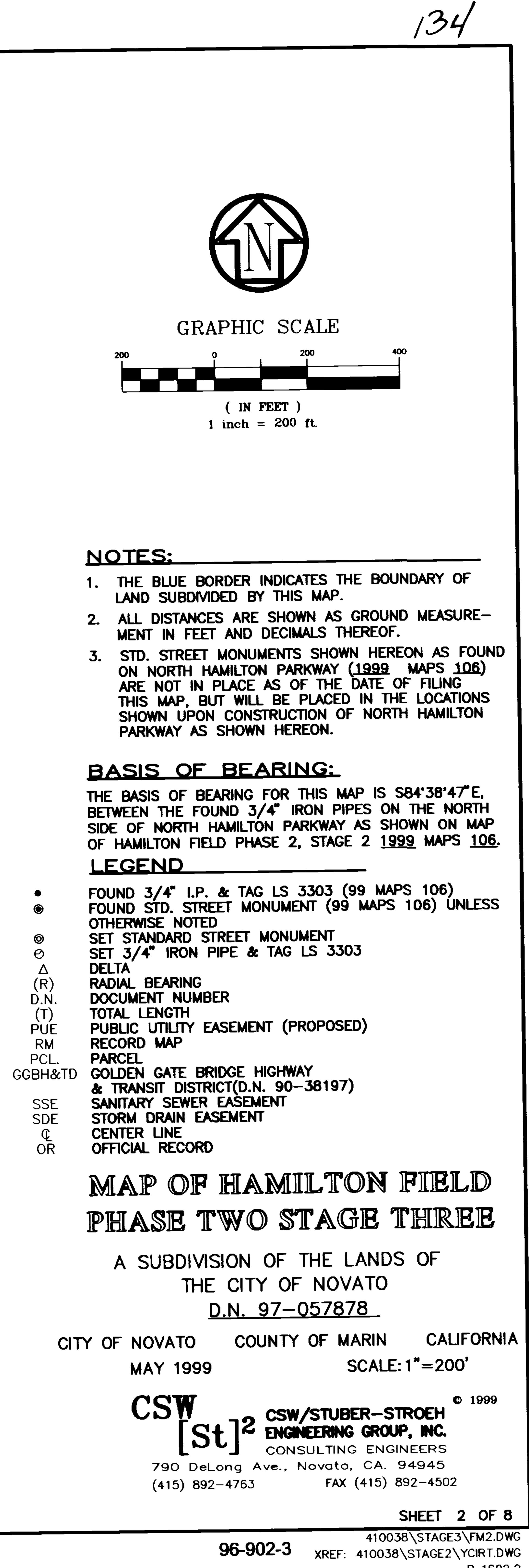
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
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SHEET INDEX





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GRAPHIC SCALE (IN FEET) 1 inch = 40 ft.


NOTES:

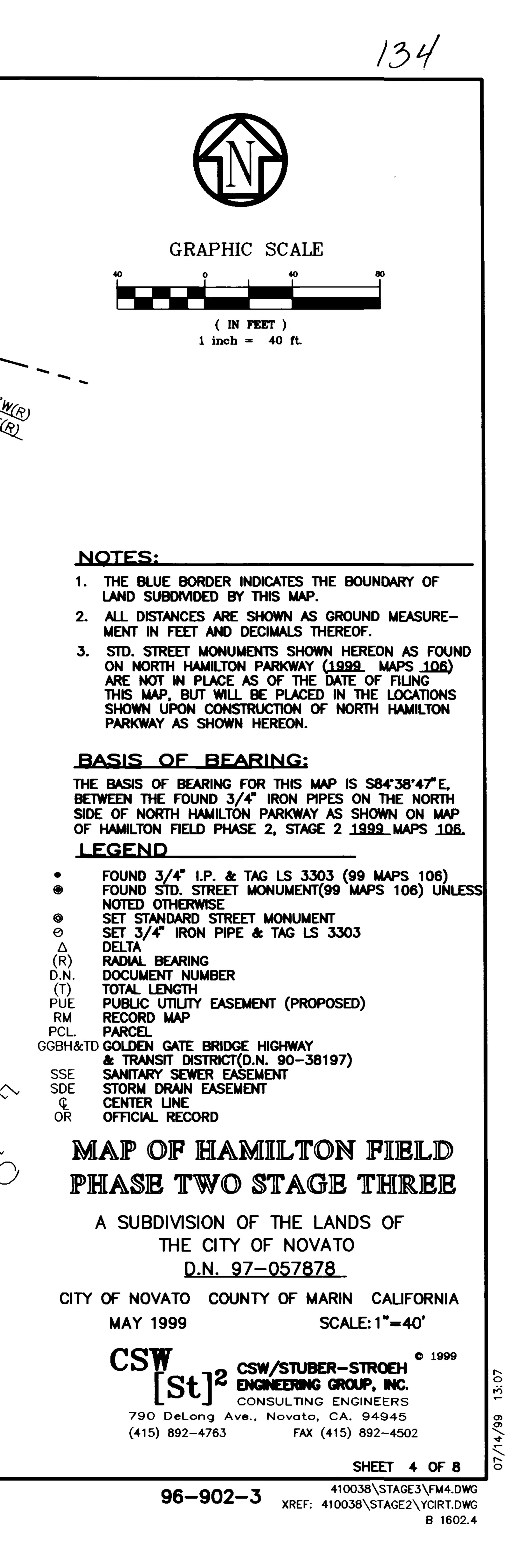
- 1. THE BLUE BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.
- 2. ALL DISTANCES ARE SHOWN AS GROUND MEASURE-MENT IN FEET AND DECIMALS THEREOF.
- 3. STD. STREET MONUMENTS SHOWN HEREON AS FOUND ON NORTH HAMILTON PARKWAY (1999 MAPS 106) ARE NOT IN PLACE AS OF THE DATE OF FILING THIS MAP, BUT WILL BE PLACED IN THE LOCATIONS SHOWN UPON CONSTRUCTION OF NORTH HAMILTON PARKWAY AS SHOWN HEREON.


BASIS OF BEARING:

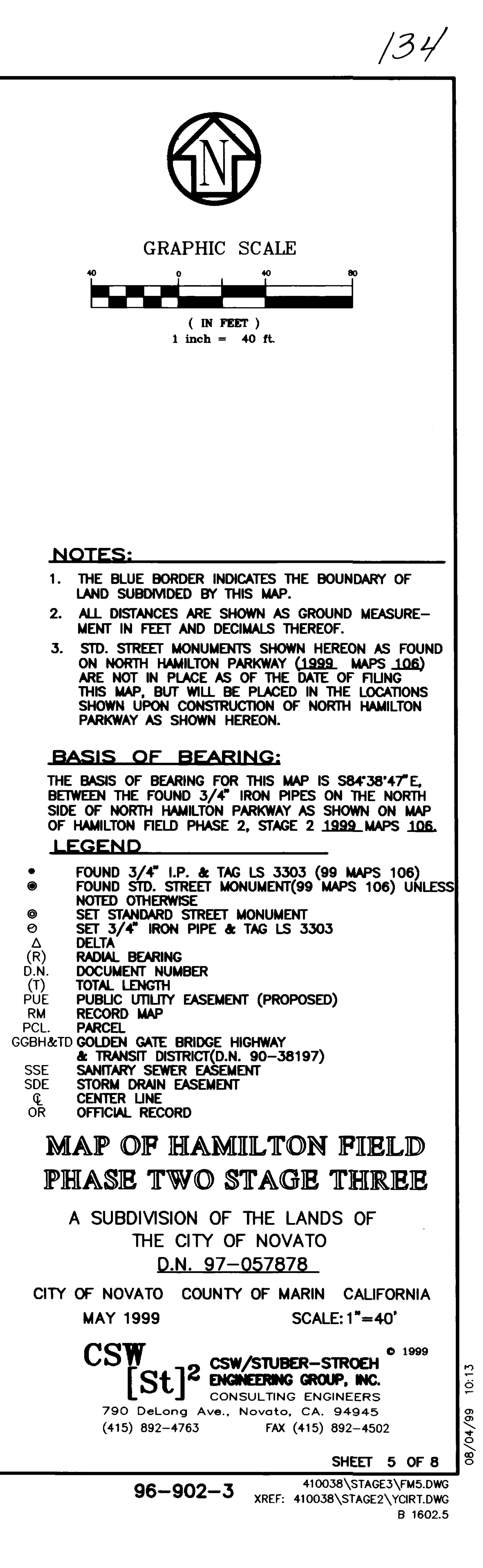
THE BASIS OF BEARING FOR THIS MAP IS S84"38'47"E, BETWEEN THE FOUND 3/4" IRON PIPES ON THE NORTH SIDE OF NORTH HAMILTON PARKWAY AS SHOWN ON MAP OF HAMILTON FIELD PHASE 2, STAGE 2 1999 MAPS 106. LEGEND


FOUND 3/4" I.P. & TAG LS 3303 (99 MAPS 106) FOUND STD. STREET MONUMENT(99 MAPS 106) UNLESS NOTED OTHERWISE SET STANDARD STREET MONUMENT SET 3/4" IRON PIPE & TAG LS 3303 DELTA RADIAL BEARING DOCUMENT NUMBER TOTAL LENGTH PUBLIC UTILITY EASEMENT (PROPOSED) PUE RECORD MAP RM PARCEL PCL. GGBH&TD GOLDEN GATE BRIDGE HIGHWAY & TRANSIT DISTRICT(D.N. 90-38197) SANITARY SEWER EASEMENT SSI SDE STORM DRAIN EASEMENT CENTER LINE OFFICIAL RECORD MAP OF HAMILTON FIELD PHASE TWO STAGE THREE A SUBDIVISION OF THE LANDS OF THE CITY OF NOVATO <u>D.N. 97–057878</u> ____ CITY OF NOVATO COUNTY OF MARIN CALIFORNIA MAY 1999 SCALE: $1^{*} = 40'$ -----CSW C 1999 ENGINEERING GROUP, INC. JC CONSULTING ENGINEERS 790 DeLong Ave., Novato, CA. 94945 FAX (415) 892-4502 (415) 892-4763 SHEET 3 OF 8 410038\STAGE3\FM3.DWG 96-902-3 XREF: 410038\STAGE2\YCIRT.DWG **B** 1602.3




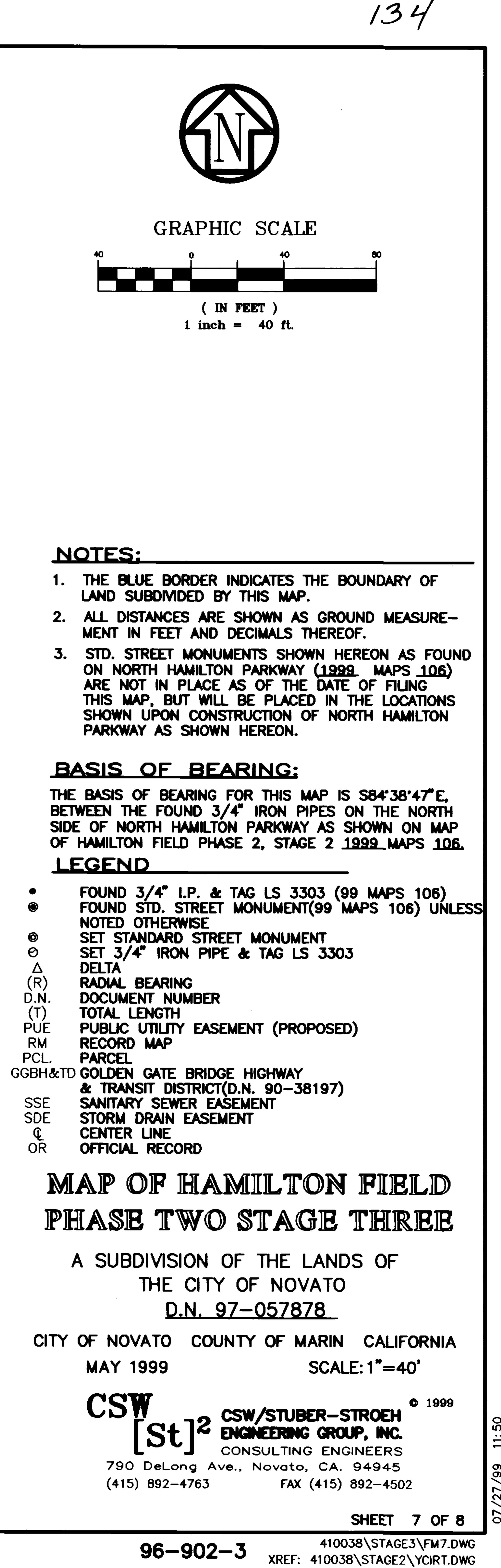











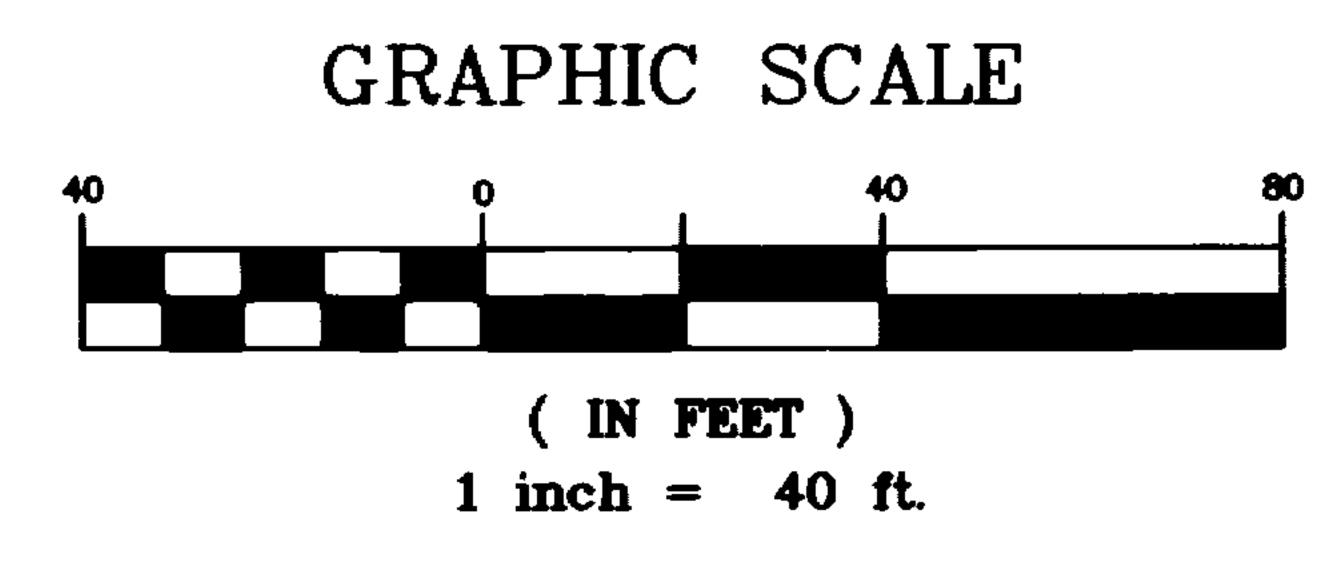


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NOTES:

- 1. THE BLUE BORDER INDICATES THE BOUNDARY OF LAND SUBDIMIDED BY THIS MAP.
- 2. ALL DISTANCES ARE SHOWN AS GROUND MEASURE-MENT IN FEET AND DECIMALS THEREOF.
- 3. STD. STREET MONUMENTS SHOWN HEREON AS FOUND ON NORTH HAMILTON PARKWAY (1999 MAPS 106) ARE NOT IN PLACE AS OF THE DATE OF FILING THIS MAP, BUT WILL BE PLACED IN THE LOCATIONS SHOWN UPON CONSTRUCTION OF NORTH HAMILTON PARKWAY AS SHOWN HEREON.

BASIS OF BEARING:

THE BASIS OF BEARING FOR THIS MAP IS S84'38'47"E, BETWEEN THE FOUND 3/4" IRON PIPES ON THE NORTH SIDE OF NORTH HAMILTON PARKWAY AS SHOWN ON MAP OF HAMILTON FIELD PHASE 2, STAGE 2 1999 MAPS 106.

LEGEND

	 FOUND 3/4" I.P. & TAG LS 3303 (99 MAPS 106) FOUND STD. STREET MONUMENT(99 MAPS 106) UNLESS NOTED OTHERWISE SET STANDARD STREET MONUMENT SET 3/4" IRON PIPE & TAG LS 3303 DELTA (R) RADIAL BEARING D.N. DOCUMENT NUMBER (T) TOTAL LENGTH PUE PUBLIC UTILITY EASEMENT (PROPOSED) RM RECORD MAP PCL. PARCEL GGBH&TD GOLDEN GATE BRIDGE HIGHWAY & TRANSIT DISTRICT(D.N. 90-38197) SSE SANITARY SEWER EASEMENT Q CENTER LINE OR OFFICIAL RECORD 	
	MAP OF HAMILTON FIELD	
	PHASE TWO STAGE THREE	
	A SUBDIVISION OF THE LANDS OF THE CITY OF NOVATO <u>D.N. 97-057878</u>	
	CITY OF NOVATO COUNTY OF MARIN CALIFORNIA	
	MAY 1999 SCALE: 1"=40'	
G	CSW/STUBER-STROEH [St] ² CSW/STUBER-STROEH ENGINEERING GROUP, INC. CONSULTING ENGINEERS 790 DeLong Ave., Novato, CA. 94945 (415) 892-4763 FAX (415) 892-4502	07 /11 /00 10.12
	SHEET 8 OF 8	<

	RECORDING REQUEST	ED BY 1999-	20043897
Name Address City & State	AND WHEN RECORDED MA City of Novato Community Development Department 901 Sherman Avenue Novato, California 94945 L Attn: City Engineer	Recorded Official Records County Of Marin JOAN C. THAYER Recorder 11:34AM 08-Jun-1999	REC FEE .00
STREET(S)	AFFECTED:		CORDER 3 03E
•••••	HAMILTON PARKWAY		
APN:	157-181-41 (PORTION)		
AREA:	N/A		

FOR VALUE RECEIVED, the CITY OF NOVATO, a Municipal Corporation

hereby GRANTS to the CITY OF NOVATO, a Municipal Corporation

The following described Real Property in the State of California, County of Marin, City of Novato:

An easement for public utility purposes described on Exhibit "A" attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned has executed the within instrument the _7th _ day of <u>May</u>, 19<u>99</u>.

CITY OF NOVATO

Roderick J. Wood City Manager

Attach Acknowledgment

\Server95atidata\WP60\8'Des/4-30-99.410

CALIFORNIA ALL-PURPOSE ACKNOWLED	GEMENT
State ofCALLFORNIA	
County ofMARIN	
Cn 5/7/99 before me. Patsey L.	Medeiros, Notary Public
OATE SOLOUS INC.	NAME TITLE OF OFFICER . EQ. JANE DOE NOTARY PUBLIC
personally appeared Roderick J.	Wood NAME(S) OF SIGNEP(S)
Patsey L. Medeiros Comm. #1098128 Notary Pueuc - CALIFORNIA MARIN COUNTY Comm Exp. June 28, 2000	proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and ac- knowledged to me that he/she/they executed the same in his/her/ their authorized capacity(ies), and that by his/her/ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
	WITNESS my hand and official seal. Patsey S. Mederson Isignatures of Notary
	PTICNAL
Though the data below is not required by law, it and could prevent fraudulent reattachment of this	may prove valuable to persons relying on the document is form.
CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
	Offer of Dedication TITLE OR TYPE OF DOCUMENT
PARTNER(S) DLIMITED GENERAL ATTORNEY-IN-FACT TRUSTEE(S)	NUMBER OF PAGES
C GUARDIAN/CONSERVATOR	DATE OF DOCUMENT
SIGNER IS F PRESENTING:	SIGNER(S) OTHER THAN NAMED ABOVE

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Date: May 3, 1999 File: 8-410-038

EXHIBIT "A"

AN EASEMENT FOR PUBLIC UTILITY PURPOSES HAMILTON FIELD - PHASE 2, STAGE 2

PARCEL ONE

Beginning at a point on the line described as "South 84°38'47" east 597.50" feet, in the deed to the City of Novato recorded October 10, 1997 in document No. 97-057878, Marin County Records, said point being North 84°38'47" West, 524.47 feet from the intersection of the courses described as "South 84°38'47" East 597.50 feet", and "North 39°40'50" East 485.55 feet", in said document;

thence leaving said line, along a curve to the left, whose radius point bears North 38°41'10". East 332.50 feet, through a central angle of 33°32'54", an arc length of 194.69 feet;

thence South 84°51'44" East 46.54 feet;

thence South 39°51'44" East 41.82 feet;

thence South 05°08'16" West 15.93 feet;

thence South 84°51'44" East 45.00 feet;

thence North 05°08'16" East 15.93 feet;

thence North 50°08'16" East 41.82 feet;

thence South 84°51'44" East 482.01 feet;

thence South 39°51'44" East 45.35 feet;

thence South 05°08'16" West 15.44 feet;

thence South 84°51'44" East 40.00 feet;

thence North 05°08'16" East 15.44 feet;

thence North 50°08'16" East 45.35 feet;

thence South 84°51'44" East 72.92 feet;

thence South $05^{\circ}08'16''$ West 10.00 feet; thence North $84^{\circ}51'44''$ West 75.85 feet; thence South $50^{\circ}08'16''$ West 34.14 feet; thence South $05^{\circ}08'16''$ West 18.37 feet; thence North $84^{\circ}51'44''$ West 50.00 feet; thence North $05^{\circ}08'16''$ East 18.37 feet; thence North $39^{\circ}51'44''$ West 41.21 feet; thence North $84^{\circ}51'44''$ West 477.87 feet; thence South $50^{\circ}08'16''$ West 37.68 feet; thence South $05^{\circ}08'16''$ West 18.86 feet; thence North $84^{\circ}51'44''$ West 55.00 feet thence North $05^{\circ}08'16''$ East 18.86 feet; thence North $05^{\circ}08'16''$ East 18.86 feet; thence North $05^{\circ}08'16''$ East 18.86 feet;

thence North 84°51'44" West 44.47 feet;

thence along a curve to the right, tangent to the preceding course, having a radius of 337.50 feet, through a central angle of 34°49'03", an arc length of 205.09 feet to the aforementioned line described as "South 84°38'47" East 597.50" feet in said deed to the City of Novato;

thence along said line South 84°38'47" East 8.95 feet to the Point of Beginning.

PARCEL TWO

Beginning at a point on the westerly line of Palm Drive as shown on the Map of Hamilton Field, recorded December 18, 1995, in Book 21 of Maps, Page 45, Marin County Records, said point being North 21°24'08" East 74.71 feet from the intersection of the courses "South 21°24'08" West 77.20 feet", and "North 65°12'17" West 137.66 feet", as described in the deed to the City of Novato, recorded October 10, 1997, in Document No. 97-057878, Marin County Records;

thence leaving said westerly line of Palm Drive, North 68°35'52" West 5.00 feet;

thence on a curve to the left, whose radius point bears North 68°35'52" West 30.00 feet, through a central angle of 102°55'52", an arc length of 53.89 feet;

thence North 81°31'44" West 619.37 feet;

thence North 05°08'16" East 5.01 feet;

thence South 81°31'44" East 619.66 feet;

thence along a curve to the right, tangent to the preceding course, having a radius of 35.00 feet, through a central angle of 102°55'52", an arc length of 62.88 feet to the Point of Beginning.



Server935budata/WP6664/Des/4/301/94/4401

Certificate of Acceptance

to the City of Novato, a Municipal Corporation, is hereby accepted by the undersigned Officer or Agent on behalf of the City Council, pursuant to the authority conferred by Resolution No. 67-68 of the City Council of the City of Novato adopted on September 24, 1968, and the Grantee consents to recordation thereof by its duly authorized Officer.

Date: 5/6/99

ley Gren By: _____

Attachment

Description: An easement for public utility purposes, Hamilton Field - Phase 2, Stage 2.

1998-9		69
Recorded Official Records County Of	I REC FEE	. 86
JOAN C. THAYER Recorder		
12:450M 15-Jul-1998	I JO I Dane 1 of 2	A

RECORDING REQUESTED	BY
CITY OF NOVATO	

WHEN RECORDED, MAIL TO:

City Clerk City Of Novato Novato City Hall 900 Sherman Avenue Novato, California 94945

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Notice

DESCRIPTION OF LAND WITHIN THE HAMILTON AIRFIELD REDEVELOPMENT PROJECT

and

STATEMENT THAT REDEVELOPMENT PROCEEDINGS HAVE BEEN INSTITUTED

(Pursuant to Health and Safety Code, Section 33373)

Proceedings for the redevelopment of the Hamilton Airfield Redevelopment Project by the City of Novato have been instituted under the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.). The Redevelopment Plan for the Hamilton Airfield Redevelopment Project was approved and adopted by the City Council of the City of Novato on July 14, 1998 by Ordinance No. 1394.

The description of the land within the Hamilton Airfield Redevelopment Project is attached hereto as Exhibit A and incorporated herein by reference.

CITY OF NOVATO

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CITY CLERK

Date: 7/15/98

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	NAME(S) OF SIGNERIS)
personally known to me - OR	- D proved to me on the basis of satisfactory evidence
	to be the person(s) whose name(s) is/are
	subscribed to the within instrument and ac-
	knowledged to me that he/she/they executed
	the same in his/her. their authorized
Patsey L. Medeiros	capacity(ies), and that by his/her/ their
Comm. #1098128	signature(s) on the instrument the person(s),
Comm Erz. June 29, 2000	or the entity upon behalf of which the person(s)
	acted, executed the instrument.
	WITNESS my hand and official seal.
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EXHIBIT A

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LEGAL DESCRIPTION OF THE PROJECT AREA BOUNDARIES

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Proi	ect: 410059				Man M		07.55.35	
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	North: 2218885.9137		378.000		0050			
Line	Course: S 48-42-04 W		260.000	5972822.	9259			
	North: 2218714.3170			5972627.	5036			
Line	Course: N 69-15-56 W		715.000		2232			
	North: 2218967.4536	· · · · · · · · · · · · · · · · · · ·		5971958.9	9034			
Line	Course: N 74-22-28 W		352.696		5054			
	North: 2219062.4520			5971619.2	2422			
Line	Course: S 84-57-04 W		205.196					
	North: 2219044.3936	-		5971414.8	8423			
Line	Course: S 08-54-59 E	Length:	776.264		-			
	North: 2218277.5103		East:	5971535.3	1578			
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•	North: 2218330.3924			5970909.8	3018			
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. .	North: 2218889.5129		East:	5968745.3	777			
Line	Course: N 83-42-56 W							
* 1	North: 2218949.7183		East:	5968198.6	828			
41110	Course: N 43-42-56 W							
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	Course: N 63-42-55 W North: 2219227.1226			6067701 4	050			
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Line	Course:	S 15-22-56 E	Length:	164.000		
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•	North	: 2219429.4139	Longth.	East:	5967271.2141	
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Line	Course:	S 48-32-56 E	Length:	395.000		
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Line	Course:	S 36-50-55 E	Length:	78.500		
	North	: 2218349.4197		East:	5969513.0615	
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	North	: 2218548.0367		East:	5970335.7141	
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	North	2218372.6609		East:		
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	North	: 2218258.9323		East:	5970698.2306	
Line	Course:	S 12-17-04 W	Length:	70.000		
. .	North	2218190.5351	tanành.	East: 1	5970683.3370	
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	North	2218102.4043		Easc:	5970819.8784	
Line	Course	S 82-43-56 E	Length:	257.074		
	North.	: 2218069.8827		East:	57/10/4.00/0	
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	North: 2217531.8451		East:	5972890.8898	
Line	Course: N 72-54-04 E	Length:	768.001		
	North: 2217757.6542		East:	5973624,9442	
Line	Course: N 13-43-00 W	Length:	223.002		
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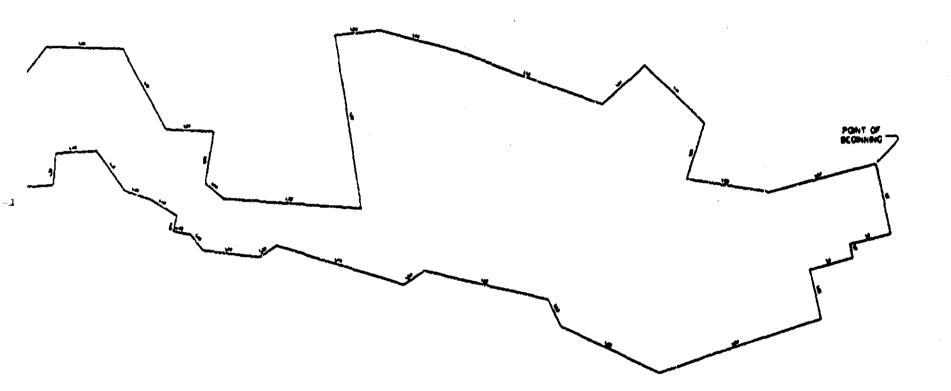
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Raphael Village West of Highway 101



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		Hamilway Dist	_	Pr.B.a
		Hamilton Field Redevelopment	East	
		Redevelopment a	arcel	
Project: 410				
	Lot Map Che	ck	Fri Jun 1	9 15:33:20 199
* • • • • • • • •				
	***********		**********	
Lot name: CH	רס			
North: 573	3156.90500			
Line Course:	: N 34-58-32 B		00	
North	1: 573640 2/0/		_	
Line Course:	S 55-01-29 P	Leneth, 20 coo	317.94287	
mine Course:	N 19-43-35 M	[[angeh, 00 dee	42.52404	
North	U 573706 0407		70 67110	
Line Course:	S 65-12-17 E	1.007077777 . 3 2 7 7 7 7 7 7	12.2/113	
North Ideal Course	: 573649.2178	5 East: 14189	97 54751	
Line Course:	5 21-24-08 W			
Curve Length	: 5/3611.1894) : 92.061	5 East: 14189	82.63664	
	: 15-47-33	Raalus: 334.0	00	
Chord	: 91.769	Tangent: 45.32	4	
Course in:	: S 68-35-52 x		30-21 W	
NOTCH:	: 573489 3486		23-25 W	
ERG NOTTH	· 572601 Acars		93.60455	
HARG LOUISA	S 05.26 36 W		51.20414	
			9 0/000	
			10	
Delta: Chowa	19-21-15	Tangent: 53.885		
Course In.	106.235			
RP North:	573530.03299	Course Out: S 65-0	2-10 E	
End North:	573396 65614	East: 141864	4.47656	
- Arne Course: 3	S 24~57-50 W	Tonenh, on as,	0.95403	
North:	573370.48066	Dengui: 28,884		
eerie renden:	122.225	Dadius and su	8.76362	
Delta:	32-47-49	Radius: 271,17 Tangent: 79,804	5	
Chord:	153 114			
Course In:	N 65-02-10 W		1-90 W	
RE NOTER:	573484.92925	East: 1418672	2.92343	
Line Coures e	573255.56165		.58298	
North.	573242.54536	Length: 24.400		
			.94476	
Curve Length: Delta:	23-15-31	Radius: 625,500		
CHOLC:	252.174	A		
Course In:	S 32-14-21 F		-54 W	
RP North:	572713.47951	Face 141414	-52 W	
		East: 1419130	.62061	

Path: C:\MTM File: JOHN .ASC 27,582 .a. 5-19-98 4:35:42 pm Page 2 East: 1418615.14342 End North: 573067.78660 Line Course: S 34-30-08 W Length: 4.596 North: 573063.99902 East: 1418612.54007 Line Course: N 55-01-28 W Length: 162.072 East: 1418479.73881 North: 573156,90305 Perimeter: 1738.344 Area: 134,399.293 sq.ft. 3.085 acres Mapcheck Closure - (Uses listed courses, radii, and deltas) Error Closure: 0.00196 Error North: -0.001951 East: -0.000187 Precision 1: 886,823.165 Lot name: east2
 North:
 572691.06169
 East:
 1418235.5.00

 Curve
 Length:
 430.020
 Radius:
 600.000

 Delta:
 41-03-50
 Tangent:
 224.711

 Delta:
 420.874
 Course:
 N 55-02-03
 East: 1418238.97062 Course In: N 14-26-02 WCourse Out: S 55-29-52 ERP North: 573272.12323East: 1416089.41298End North: 572932.26031East: 1418583.87551 Line Course: N 34-30-08 E Length: 129,402

 North: 573038.90104
 East: 1418657.17375

 North: 233.212
 Radius: 574.500

 Delta: 23-15-31
 Tangent: 119.234

 Chord: 231.613
 Course: N 46-07-54 E

 Course In: S 55-29-52 E
 Course Out: N 32-14-21 W

 RP North: 572713.48229
 East: 1419130.62162

 East: 1418657.17375 Curve Length: 233.212 End North: 573199.41088 Course: N 57 15.48229 Line Course: N 57-45-39 E Length: 24.400 North: 573212.42717 East: East: 1418844.79018 Radius: 375.500 Delta: 10-00-52 Chord: 65.543 Curve Length: 65.632 Tangent: 32.900 Course: N 52-45-13 E Course In: N 32-14-21 WCourse Out: S 42-15-13 ERP North: \$73530.03585East: 1418644.47798End North: \$73252.09986East: 1418896.96923 East: 1418644.47798 East: 1418896.96923 East: 125.000 Radius: 125.000

 Curve Length: 162.763
 Radius: 125.000

 Delta: 74-35-19
 Tangent: 95.233

 Chord: 151.506
 Course: N 85-02-57 E

 Course In: S 42-15-13 E
 Course Out: N 32-21-06 E

 RP North: 573159.57789
 East: 1415981.02091

 RP North: 573159.57789
 East: 1419047.91021

 East: 1415981.02091 East: 1419047.91021 East: 1419047.9102 Radius: 250.000 Tangent: 152.043 Course: 5 88-57-19 E End North: 573265.17534 Curve Length: 273.203 Delta: 52-36-49 Chord: 259.810 Course In: N 32-21-06 ECourse Out: S 30-15-43 ERP North: 573476.37025East: 1419181.68875 East: 1419181.68879

المراجع الأماني المحتور الأماني المراجع الأماني المراجع الأماني n an the second strength the

Path: C:\MTM File: JOHN .ASC 27,582 .a. 6-19-98 4:35:42 pm End North: 573260.43764 East: Line Course: N 59-44-17 E Length: 100.674 East: 1419307.67731 Line Course: N 59-44-17 E Length: 100.674 North: 573311.17271 East: 1419394.63251 Curve Length: 62.832 Radius: 40.000 Delta: 90-00-00 Tangent: 40.000 Chord: 56.569 Course: S 75-15-43 E Course In: S 30-15-43 E Course Out: N 59-44-17 E RP North: 573276.62349 East: 1419414.79067 End North: 573296.78165 East: 1419449.33989

 RP
 Morth: 573276.62349
 East: 1419414.79067

 End North: 573296.78165
 East: 1419449.33989

 Line
 Course: S 30-15-43 E
 Length: 518.842

 North: 572848.64201
 East: 1419410.61241

 Curve
 Length: 81.700
 Radius: 592.500

 Delta: 7-54-02
 Tangent: 40.915

 Thod: 83.636
 Course: S 34-12-44 E

 Course In: N 59-44-17 E
 Course: S 34-12-44 E

 Course In: N 59-44-17 E
 Course: S 34-12-44 E

 Course In: N 572781.23263
 East: 1419756.71279

 Line
 Course: S 38-09-45 E
 Length: 40.560

 North: 572749.24187
 East: 1419781.77457

 Curve Length: 10.833
 Radius: 220.500

 Delta: 22-36-21
 Tangent: 56.149

 Course In: N 51-50-15 E
 Course: S 49-28-56 E

 Course In: N 52-50-15 E
 Course Cur: S 29-11-54 W

 Curve Length: 58.590
 Radius: 394.500

 Delta: 8-30-34
 Tangent: 52.349

 Course In: S 27-14-23 W
 Course: S 56-32-49 E

 Course In: S 27-14-54 W
 Course: S 56-32-49 E

 Course In: S 29-11-54 W
 Course: S 56-32-49 E

 Course In: S 27-2161.86147
 East: 14199465.45238
 Line Course: S 30-15-43 E Length: 518.842 Line Course: N 49-41-41 E Length: 22.090

Page 3

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		File:	JOHN	.ASC	27,582 .	a 6-1	9-28	4:35:42	pm
		Nort	h: 57234	18.88330)		14208	33.6122	9
т	Line	Course	: N 66-3	39-20 E 19 69396	Length:	9.440 East:	14208	42.2795	2
4	Curve	Lengt	h: 57235 h: 6,128 a: 90-00	52.02370 5		Radius:	3.900		-
	-	Delt	a: 90-00	0-00		Tangent: Course:	3.900		
	(*)	Chor Nursa I	d: 5.519) .59_31 F	. Cou	rse Out:	N 60-	00-29 E	
	20	P Nort	h: 57234	9.24620		East:	14208	44.2290	5
	Et	d Nort	h 57235	51.19573		East:	14209	47.0068	2
	Line	Course	:: S 29-5	59-31 E 17 60609	Length:	130.805 East:	14209	12.9933	Ģ
	Line	NOIT	h: 57223	(7.90808 (9-31 E	Length:		7. V. K. V V	انې تو ک ⊁ و وېغان	-
						East:		43.3679	2
	Curve	Lengt	h: 355.3	332		Radius:	895.0	00	
						Tangent : Course :	180.0 S 18-	37-06 E	
	Ċc	UNU Tonu	d: 353.0	00-29 W	Cou	rse Out:	N 82-	45-20 E	
	RF	> Nort	h: 37155	5.96336		East:	14202	73.2122	1
1	E:	id Nort	h: 57166	\$8.82535		East:	14211	61.0676	5
	Line	Course	:: S 07-1	4-40 E	Length:	824.200 East:	11010	65.0015	ĸ
	1100		h: 57085 : N 82-2			393.560	19620	00.0010	•
		Nort	h: 57090	2.83761	-	East:	14216	55.1599	0
	Line	Course	:: S 43-4	0-14 E	Length:	110.559			• •
		Nort	h: 57082	2.86784	• • • • • • • •	East:	1421.7	31.50208	5
	Line	Course	: S 66-1 h: 57082	.6-26 W 1 84905	Length:	Z.552 East:	14217	29.18408	9
	Line	Course	: S 82-2	7-41 W	Length:	310.437			
		Nort	h: 57078	1,12149		East:	14214	21.43029	9
	Line		: S 07-3			121.432 East:	16214	37.35148	8
	Line		h: 57066 : \$ 63-1		Length:	29.000	₩.4₩.44		-
	تساريه والمراقب	Nort	h: 57054	7.65797	-	East:	14214	11.47934	4
	Line	Course	: S 82-4	5-20 W	Length:	169.162		***	•
			h: 57062		Tananha	East:	14212	43.6677	3
	Line		: S 82-4 h: 57061			108.838 East:	14211	35.69850	5
	Line		: N 19-5		Length:	121.641			
		Nort	h: 57072	7.02068	_	East:	14210	94.4098:	2
	Line		: N 26-2			183.900 Fact	14210	12.71648	3
	Line		h: 57089 : N 00-4		Length:	382.274			
		Nort	h: 57127	4.02744	-	East.:	14210	08.26862	2
	Line		: S 88-1		-	320,680	14006	87,7345(5
	•		h: 57126		I ongth +	East: 111.392	14200	57.73430	
	Line	Course	: N 53-2 h: 57133	9-35 M		East:	14205	98.19294	4
	Curve	Lenat	h: 55.07	7		Radius:	474.0	00	
	÷ · · ·	Delt	a: 5-39-	.27	ſ	Tangent:	27.57	0 46-20 M	
		Chor	d: 55.04			Course: rse Out:	N 55- N 29-	50-38 E	
	Co	ourse I Nov-	n: S 36- h: 37094	- 20-05 W .a. 59336		East:	14203	16.2377(0
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Line Co	ourse:	: 57136 N 60-0:	9-22 W	Length	. 26 520	L	552.1183	
Curve	Length Delta	: 191.7 : 20-53	33 -06	4	Radius Tangent	: 14204 : 526.(: 96.94	486.5970] 200 13	L
	- ChiQi Q	・ エンワ・ウ・	/4		Course	+ N 49.	-49-00 M	
RP COUL	se in Norrh	: N 29-1 : 571854	50-38 E	Cou	irse_Out	: S 50-	43-44 W	
	North	: 571521	1.20033 61693				48.35487	
Line Co	ourse:	N 39-16	5-16 W	Length	East : 116.01	: 14203 A	41.14699)
	North	: 571611	42617		East	14202	67.71375	
Curve I	ength	: 184.92	6		Radius	: 372.0	00	
	Delta:	: 28-28-	57		Tangent	: 94.41	S	
Cour	Chora:	183.02	8 2 52 64	.	Course	: N 53-	30-36 W	
RP	North:	571375	95423	Cou	rse Out	: N 22-	14-55 E	
End	North:	571720	.26931		East: Raar	: 14199 - 14201	79.71730 20.56624	`
Line Co	urse:	N 67-45	-05 W	Length.	37 646			
Curve L	North:	571734	.52307		East	14200	85.72299	
Curve L	ength:	39.811			Radius:	200.0	00	
	Delta: Chord	11-24-	18		Tangent :	19.97	2	
		59 74.15			Course: rse Out:			
RP	North:	571549	.41314	Cou	ISE OUC: Fact:	14200	50-37 E 09.99776	
End 1	North:	571745	.84200		Roce.	14200/	17.62355	
Line Co	ITCA .	2 79-09.	- 22 W	Langeh	52.157		لي لي لي <u>لي لي ان ان ان ان ان</u>	
	North:	571755.	.65424		East:	141999	6.39784	
		44.211			Radius:			
		51-44-3 21,818		•	Fangent:			
		S 10-50		Cour	Course:			
		571731.		cou.	rse Out:		1.69462	
End N	lorth:	571749.	99721				5.32637	
Line Cou	rse: 1	V 00-40-	21 W	Length:	74.044	ang 7, ang ar ar 1	0.02007	
N	lorth:	571824.	03611	-		141997	4.45731	
Curve Le					Radius:			
		49-55-2 12.660	Q	2	angent:		~ ~ ~ ~	
		N 89-19	-39 E	CONT	Course: se Out:			
		571824		and the second second			9.45628	
End N	orth:	571835.	57559				9.66483	
		40-45-		Length:				
		571856.			East:	141995	1.39006	
		42-59-		length:				
		571891. 47-07-		anor -		141998	4.37326	
		571929.		Length:		142012	5.42139	
		43-52-		length:		7420131	/ 72137	
Ne	orth:	571952.0	51697			1420014	.43133	
		23-55-3		length:	192.532			
		572128.0				1419936	5.35717	
መድሳትም የው <u>ው</u> ርያ	1941 N	64-03-:	LI E L	ength:	98.079			

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North: 572171.52523	East:	1420024.55977
	Radius:	100.000
Delta: 28-37-09	Tangent:	N 49-44-37 E
Chord: 49.432 Course In: N 25-56-49 W	Course Out :	S 54-33-58 E
RP North: 572261.44619	East:	1419989.80590
and North 572203.46987	East:	1420062.28440
Line Course: N 35-26-02 E 1	Length: 86,222	
North: 572273.72226	East: Radius:	1420112.27275
North: 572273.72226 Curve Length: 164.864 Delta: 111-08-34	Tangent:	
chand. 160 221	Course:	N 20-08-15 W
Course In: N 54-33-58 W	Course Out:	N 14-17-28 E
RP North: 572323,00213	East:	1420043.01602
End North: 572405.37173		1420063.99816
Line Course: N 75-42-32 W 1	Length: 40.400 Fast	1420017.03295
North: 572417.33525	Radius:	100.000
Curve Length: 41.408 Delta: 23-43-30	Tangent:	21.005
Chand. 11 112	Course:	N 63-50-47 W
Course In: N 14-17-28 E	Course Out:	\$ 38+00-58 W
RP North: 572514.24065	East:	1420041.71782 1419980.12952
End North: 572435.45689	Length: 76.079	1419900,12994
Line Course: N 51-59-02 W 3 North: 572482.31266	East:	1419920.19162
Curve Length: 138.896	Radius:	200.000
Delta: 39-47-27	Tangent:	72.381
Chample 126 122	Course:	N 71-52-45 W
Course In: S 38-00-58 W	Course Out:	1419797.01501
RP North: 572324.74514	East:	1419790.82105
End North: 572524.64920 Line Course: S 88-13-31 W	Length: 145.504	
North 572520,14297	East:	1419545.38585
Line Course: S 82-09-04 W	Length: 129.031	
North: 572502.52238	East:	1419517.56465
	Length: 112.810	1419413.70819
North: 572458.47774		59,580
Curve Length: 104.252 Delta: 100-15-20	Tangent:	71.327
	Course:	N 62-51-13 W
Course In: N 22-58-53 W	Course_Out:	S 77-16-27 W
RP North: 572513.32897	East:	1419390.44624 1419332.32981
End North: 572500.20433	Radius:	267.500
Curve Length: 347,122	Tangent:	202,860
Delta: 74-21-00 Chord: 323.275	Course:	N 49-54-03 W
Course In: S 77-16-27 W	Course Out:	N 02-55-27 E
RP North: 572441.27782	East:	1419071.40086
tha North, 572708,42952	East:	1419085.04715
Line Course: N 06-49-11 E	Length: 93.930 Facro	1419096.20166
North: 572801.70089 Lina Course: N 72-00-49 W	Length: 104.297	
Ling Course: N /2-VU-45 A		

Page 6

Path: C:\MTM File: JOHN .ASC 27,582 .a. 6-19-98 4:35:42 pm Page 7 North: 572833.90687East: 1418997.00166LineCourse: \$ 60-29-46 WLength: 154.742North: 572757.69912East: 1418862.32625CurveLength: 314.225Radius: 328.598Delta: 54-43-23Tangent: 170.256Chord: 302.417Course: N 83-50-57 WCourse In: \$ 33-30-45 WCourse Out: N 21-12-38 WRPNorth: 572790.10272East: 1418680.68024End North: 572790.10272East: 1418561.64997CurveLength: 196.671Radius: 550.000Delta: 20-29-17Tangent: 99.397Chord: 195.625Course: S 58-32-43 WCourse In: \$ 21-12-38 ECourse Out: N 41-41-55 WRPNorth: 572688.02115East: 1418760.63795End North: 572688.02115East: 1418394.77121LineCourse: N 88-52-52 WLength: 155.827 North: 572833.90687 East: 1418997.00166 Line Course: N 88-52-52 W Length: 155.827 North: 572691,06399 East: 1418238.97392 Perimeter: 11217.315 Area: 1,823,314.888 sq.ft. 41.858 acres Mapcheck Closure - (Uses listed courses, radii, and deltas) Error Closure: 0.00402 Error North: 0.002305 Precision 1: 2,787,991.531 Course: N 55-02-36 E East: 0.003298 Lot name: west1 North: 575583.33826 East: 1415190.93068 Line Course: S 47-58-44 E Length: 2345.739 Line Course: S 47-58-44 E Lengtn: 2345.739 North: 574113.09030 East: 1416933.57602 Curve Length: 223.767 Radius: 1934.910 Delta: 6-37-34 Tangent: 112.009 Chord: 223.643 Course: S 44-39-57 E Course In: S 42-01-16 W Course Out: N 48-38-50 E RF North: 572675.64909 East: 1415638.33980 End North: 573954.03138 East: 1417090.79032 Line Course: S 84-51-44 E Length: 36.059 Norrh: 573950.80226 East: 1417126.70445 Line Course: S 84-51-44 E North: 573950.80226 Curve Length: 449.649 Delta: 13-08-42 Chord: 448.651 Course In: S 49-24-42 W RP North: 572675.64640 End North: 573578.91231 Curve Length: 30.655 Delta: 0-45-00 Course In: S 62-33-24 W RP North: 572499.60746 Course Out: N 63-18-24 E Course Out: N 63-18-24 E

	Path:	$C: \backslash MTM$						
	File:	JOHN	. ASC	27,582 .	a 6-1	9-98	4:35:42	pm
E	nd Nort	-h - 5739	551.61519	,	East:	1417	391.64655	
		ch: 30.9			Radius:	2914	.840	
	Delt	ca: 0-36	5-00		Tangent:	15.2	52	
		rd: 30.5			Course:	S 26	-23-36 E	
			8-18-24 W		rse Out:			
			42.22521				787.45952	
			524.27291				405.21541	
Curve	Lenge	IN: 30.3	93 '-00		Radius: Tangent:			
	C D C N C N C N C N C N C N C N C N C N	rd: 0-27	-00 43		Course .	S 25.	-52-06 E	
C	-		-54-24 W	Cou	rse Out:			
			22.22707		East:	1413	929.88411	
			96.92551		East:	14174	18.47592	
Curve	Lengt	h: 30.2	62		Radius:			
	Delt	a: 0-18	-00		Tangent :	15.13	31	
		:d: 30.2			Course:	S 25-	29-36 E	
			-11-24 W		rse Out:	N 64-	39-24 E	
			25.69705				08.12584	
Er	nd Nort	h: 5734	69.61002				31.50084	
Curve	Lengt	h: 30.1	31		Radius:			
		a: 0-09			Tangent:	72.06	16-06 E	
0.		d: 30.1		Con	rse Out:			
			-39-24 W		rse Out:	14070	29.98399	
K 1: T 2:	nort Nort	.N: 5005 h. 5734	43.20755 42.36206				44.36247	
Line	Course	···· 5 25+	11-36 E	Length:				
بية فاذيك ليك	Nort	n: 5725	89.76653	2000 g 0000	East:	14178	45.44231	
Line	Course	: S 25-	11-36 E	Length:	975.691			
	Nort	h: 5717	06.88659		East:	14132	60.76961	
Line			11-48 E	Length:	219.867	_		
			47.00894				72.32511	
Line				Length:	1544.72	2		
		••••	35.65147	• • • • • •		14187	91.64464	
Line			59-39 W	Length:	212.807	1/196	07.35920	
5 1 - - - -			29.22921 59-39 W	Langth	678.217	74700		
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			07.60330		East:	14191	07.97580	
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ب و و یا به ت ه ت ه			95.98589		East:	14155	76.34137	
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			47.71374		East:	14153	70.69670	
Line			35-06 W	Length:	17.315			
			53.18350	-	East:	14158	54.26835	
Line	Course	: N 62-	57-51 E	Length:	74.963	_		
			87.25776			14159	21.03957	
Line			05-06 W	Length:	102.700			
			65.83250	.		14158	54.90864	
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_ ·	Nort	h: 5709	51.78076	ما معمد م		トキエンス	03.15300	
Line	Course	: N 71-	35-06 W	Length:	35.361			

Page 8

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			h: 57133		~	: 396.50(East:		026.29949	
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	- •		h: 57133		6	East:		032.67974	
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	Line		h: 57144 : N 17-4			East: 209.850		003.94242	
			h: 57164			East:		068.18847	
	Line		: N 39-0		-	326.792			
			h: 57189		•		2416	274.17392	
	Line		: N 15-0			74.105			
	Line		h: 57196 : N 23-4			East: 270.900		254.95498	
	• 		n: 57221			East:		863.70951	
	Line		: N 04-0			96.260	2140		
	_ •		h: 57231					370.61047	
	Line		: S 87-4 h: 57230		Length:	120.110			
	Line		: N 23-2			East: 163.480		90.62148	
			h: 57245					55.46647	
	Line		: N 04-3			101,320			
			h: 57255			East:	14165	647.35128	
	Line		: N 23-1 h: 57260		Length:		14165	67.80431	
	Line		: N 72-2			313.270	24105	07.07451	
			n: 57270		-	East:	14162	69.27828	
	Line		: N 63-0			263.170			
	Line		n: 57262 : N 80-4			East: 184.930	24160	34.61510	
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			1: 57298				14158	62.14313	
	Line		: S 83-0: 1: 572978		Length:			12 25100	
	Line		N 16-22		Length.	107,088	14103	13.25109	
			1: 57308:				14159	43.43865	
	Line		S 73-3		Length:	692.701			
	*		1: 57283		*		14165	07.82730	
	Line		N 26-53 N 573012		Length:	142.641 East	14165	43.30143	
	Line		N 04-54		Length:	462.750	14700	42.2V142	
		North	: 573473	8.64836	-	East:	14165	82.86388	
	Line		N 03-55		Length:				
	Line		1: 573673 N 83-15		Tanath.		14165	96.37339	
	9794 <u>6</u>		N 83-15 1: 573680		Length:		14165	15.79088	
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			: 574002				16165	53.89557	

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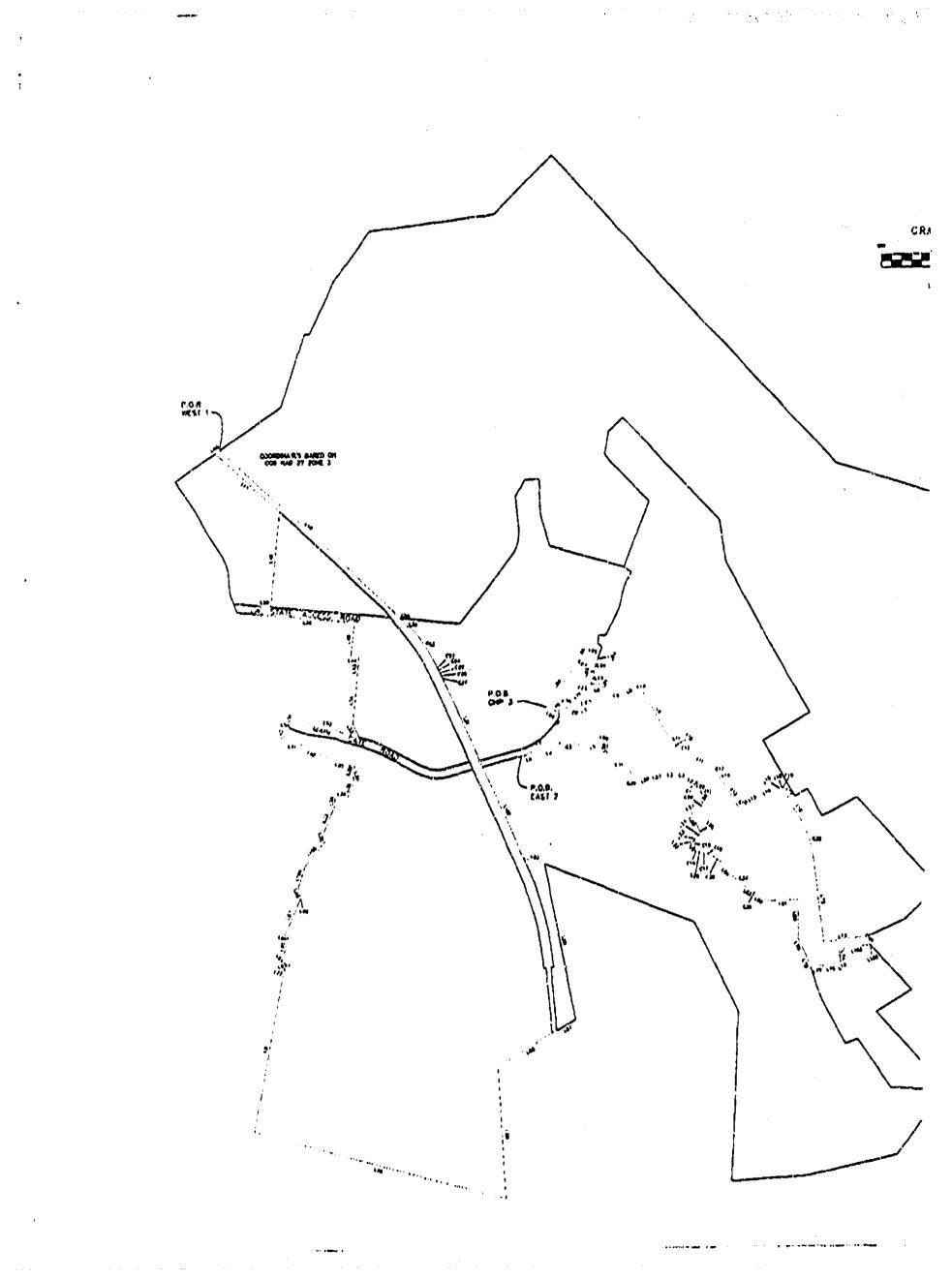
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JUNE 19, 1997

HAMILTON FIELD REDEVELOPMENT PROJECT EAST OF HIGHWAY 101 CITY OF NOVATO

Path: C:\MTM File: JOHN ASC 27,582 .a.. 6-19-98 4:35:42 pm Delta: 2-38-51 Tangent: 42.777 Chord: 85.530 Course: N 15-34-49 W Course In: S 75-44-37 W Course Out: N 73-05-46 E RP North: 573629.38589 East: 1413837.29369 End North: 574167.62784 East: 1415608.42436 Line Course: S 84-51-44 E Length: 106.360 North: 574158.10320 East: 1415714.35703 Line Course: N 05-08-16 E Length: 916.037 North: 575070.45978 East: 1415796.39907 Course: N 47-58-44 W Length: 872.666 Line North: 575654.62622 East: 1415148.08705 Course: N 56-11-06 E Length: 51.568 Line North: 575683.32449 East: 1415190.93174 Perimeter: 21544.875 Area: 11,516,431.586 sq.ft. 264.381 acres Mapcheck Closure - (Uses listed courses, radii, and deltas) Error Closure: 0.01381 Course: S 04-25-08 E Error North: -0.013768 East: 0.001054 Precision 1: 1,560,170.466

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Page 10

I

RECORDING REQUESTED BY:

WHEN RECORDED RETURN TO:

City of Novato

900 Sherman Street Novato, CA 94945 Attn: City Clerk

NOTICE OF SECOND AMENDMENT TO THE REDEVELOPMENT PLAN FOR HAMILTON FIELD REDEVELOPMENT PROJECT

NOTICE IS HEREBY GIVEN that the City Council of the City of Novato adopted Ordinance No. 1451, on January 8, 2002, amending Ordinance No. 1394 (adopted by the City Council on July 14, 1998) and Ordinance No. 1401 (adopted by the City Council on November 24, 1998), and approving and adopting the Second Amendment to the Redevelopment Plan for the Hamilton Field Redevelopment Project.

A legal description of the boundaries of the Original Project Area (adopted by Ordinance No. 1394, July 14, 1998) is attached hereto as Exhibit A and incorporated herein by reference, and a legal description of the boundaries of the Added Area (adopted by Ordinance No. 1401, November 24, 1998) is attached hereto as Exhibit B and incorporated herein by reference.

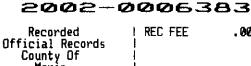
Proceedings for the redevelopment of the Project Area pursuant to the Redevelopment Plan, as amended by the Second Amendment, have been instituted under the California Community Redevelopment Law.

Filed for recordation with the County Recorder of Marin County by order of the City Council of the City of Novato, California.

Date: January 24, 2002

Shirley Gremmel

City Clerk, City of Novato



SI

| Page 1 of 41

Marin JOAN C. THAYER Recorder

09:00AM 25-Jan-2002

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CALIFORNIA ALL-PURPOSE ACKI	NOWLEDGMENT
State of CALIFORNIA	
County of MARIN	
On January 24, 2002 before r DATE	ne, <u>Patsey L. Medeiros, Notary Public</u> NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"
personally appeared <u>Shirley</u> (Gremmels NAME(S) OF SIGNER(S)
XXX personally known to me - OR - D PATSEY L. MEDEIROS COMM. # 1268867 NOTARY PUBLIC-CALIFORNIA D MARIN COLLIFORNIA D COMM. EXP. JUNE 28, 2004	proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
	WITNESS my hand and official seal.
	Patsur J. Medicos
	OPTIONAL by law, it may prove valuable to persons relying on the treattachment of this form.
Though the data below is not required	by law, it may prove valuable to persons relying on the
Though the data below is not required document and could prevent fraudulent CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER	by law, it may prove valuable to persons relying on the t reattachment of this form. DESCRIPTION OF ATTACHED DOCUMENT Notice - Second Amendment to Hamilton
Though the data below is not required document and could prevent fraudulent CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TITLE(S)	by law, it may prove valuable to persons relying on the t reattachment of this form. DESCRIPTION OF ATTACHED DOCUMENT
Though the data below is not required document and could prevent fraudulent CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TITLE(S) PARTNER(S) ILIMITED GENERAL ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR	by law, it may prove valuable to persons relying on the t reattachment of this form. DESCRIPTION OF ATTACHED DOCUMENT <u>Notice - Second Amendment to Hamilton</u> <u>NOTICE OF DOCUMENT Field Rea</u> <u>ment Pro</u>
Though the data below is not required document and could prevent fraudulent CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TITLE(S) PARTNER(S) ILIMITED GENERAL ATTORNEY-IN-FACT TRUSTEE(S)	by law, it may prove valuable to persons relying on the t reattachment of this form. DESCRIPTION OF ATTACHED DOCUMENT <u>Notice - Second Amendment to Hamilton</u> <u>NOTICE OF DOCUMENT Field Rea</u> <u>ment Pro</u>
Though the data below is not required document and could prevent fraudulent CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TITLE(S) PARTNER(S) ILIMITED GENERAL ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR	by law, it may prove valuable to persons relying on the t reattachment of this form. DESCRIPTION OF ATTACHED DOCUMENT <u>Notice - Second Amendment to Hamilton</u> TITLE OR TYPE OF DOCUMENT Field Rea ment Proj

<u>EXHIBIT A</u>

LEGAL DESCRIPTION OF THE BOUNDARIES OF THE ORIGINAL AREA

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Raphael Village

station of the second s

Proje	ct: 410059 Lot Map Check				Mon Mar 16 07:55:13 1998
Lot n	ame: raphael				
No	rth: 2218430.1000	East	- 59738 7 1	0700	POINT OF BEGINNING
Line	Course: S 76-47-04 W			2.0700	
	North: 2218315.9273	2		5973384	.8859
Line	Course: N 80-17-56 W	Length:			
<u> </u>	North: 2218379.4550		East:	5973013	. 2770
Line	Course: N 18-02-04 E	Length:		E 9 8 9 9 9 1	CODD
Line	North: 2218620.0252 Course: N 45-17-56 W	Iongth.	East: 378.000	5973091	.6029
DTUC	North: 2218885.9137	bengen.		5972822	9259
Line		Length:	260.000	JJ12022	
	North: 2218714.3170			5972627	.5939
Line	Course: N 69-15-56 W	Length:	715.000		
	North: 2218967.4536	-	East:	5971958	.9034
Line	Course: N 74-22-28 W		352.696		
	North: 2219062.4520		East:	5971619	. 2422
Line	Course: S 84-57-04 W	Length:	205.196		B 4 B 2
Line	North: 2219044.3936 Course: S 08-54-59 E	I ongth.	East: 776.264	5971414	.8423
	North: 2218277.5103	Bengen:		5971535	1578
Line	Course: N 85-09-59 W	Length:			.1576
	North: 2218330.3924		East:	5970909	.8018
Line	Course: N 50-58-20 W	Length:	106.671		
	North: 2218397.5628		East:	5970826	.9354
Line	Course: N 08-57-04 E		228.724		
Time	North: 2218623.5013		East:	5970862	. 5229
DTHE	Course: N 86-22-56 W North: 2218637.0678		215.000 East:	5070647	0514
Line	Course: N 28-17-56 W		412.000	5910641	. 2014
	North: 2218999.8283		East:	5970452	.6341
Line	Course: N 87-37-56 W		348.000		
	North: 2219014.2054	·	East:	5970104	.9312
Line -	Course: S 38-27-04 W	Length:	392.000		
T	North: 2218707.2149			5969861	.1673
Line	Course: S 76-17-04 W	Length:	880.000	5060006	°.
Line	North: 2218498.5653 Course: N 33-42-56 W	Iongth.	£ast: 470.000	5969006	.2607
	North: 2218889.5129	Dengen.		5968745	3777
Line	Course: N 83-42-56 W	Length:	550.000		
	North: 2218949.7183	2013 0111		5968198	.6828
Line	Course: N 43-42-56 W	Length:	200.000		
	North: 2219094.2742	-		5968060	.4670
Line	Course: N 63-42-56 W	Length:	300.000		
т.	North: 2219227.1226	. -		5967791	.4850
Line	Course: N 43-42-56 W		300.000		
Line	North: 2219443.9564	*	East:	596/584	.1014
-1-11C	Course: N 10-17-04 E North: 2219935.9232		500.000 East:	5967672	4290
Line	Course: N 31-17-04 E		400.000		. 74/0
	North: 2220277.7632			5967881	1438
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Line	Course: S 76-20-56 E	Length:	581.000	•
	North: 2217861.9958			
Line	Course: S 25-50-56 E			
	North: 2217743.2028			
	Course: S 64-43-25 E			
	North: 2217531.8451			
	Course: N 72-54-04 E			
	North: 2217757.6542			
	Course: N 13-43-00 W			
	North: 2217974.2962			
Line	Course: N 76-17-04 E			
	North: 2218021.7166			
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	North: 2218082.6533			
Line	Course: N 77-43-41 E			
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	North: 2218430.0977		East:	5973871.0702
Pe:	rimeter: 21560.806 A	rea: 4,62	24,923.60	63 sq.ft. 106.174 acres
Manah	ogle Cleanne (Hang li	atod com		dii and daltar)
mapen	eck Closure - (Uses li	steu .cou	ises, rad	urr, and dercas)

Error Closure: 0.0023 Error North: -0.00228 Precision 1: 9,398,353.373

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Course: S 05-37-43 E East: 0.00023

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File: JOHN .ASC	27,582 .a 6-19-98	4:35:42 pm	Page 1
			page
	Hamilton Field B Redevelopment Pa		
Project: 410059		Fri Jun	19 16:33:20 19
Lot Map Check	2		
Lot name: CHP3			
North: 573156.90500	East: 1418479.739	00	
Line Course: N 34-58-32 E	Length: 590.000		
North: 573640.34904		817.94287	
Line Course: S 55-01-29 E	2		
North: 573623.15293		342.52404	
Line Course: N 19-43-35 E North: 573706.94974	-	870 57119	
Line Course: S 65-12-17 E		572.57125	
North: 573649.2178	-	997.54151	
Line Course: S 21-24-08 W	Length 40 845		
North: 573611.1894	5 East: 1418	982.63664	
Curve Length: 92.061	Radius: 334.	000	
Delta: 15-47-33	Tangent: 46.3	24 20 01 N	
North: 573611.1894 Curve Length: 92.061 Delta: 15-47-33 Chord: 91.769 Course In: S 68-35-52	Course: S 13	-30-21 W	,
COUISE IN: 5 68-35-52 B PP North, 573489 30851	E COURSE OUL: N 04 Fast - 1419	-23-25 W 293 60456	
RP North: 573489.3085 End North: 573521.9576	East: 1418	961.20414	
Line Course: S 05-36-35 W			
	B East: 1418	958.96328	
Curve Length: 106.743	Radius: 316.	000	
Delta: 19-21-15		85	
Chord: 106.236			
Course In: N 84-23-25 RP North: 573530.0329		-02-10 E 644 47666	
RP North: 573530.0329 End North: 573396.6661			
Line Course: S 24-57-50 W			
North: 573370.4806	6 East: 1418	918.76362	
Curve Length: 155.225	Radius: 271.	175 .	
Delta: 32-47-49	Tangent: 79.8	04	`
Chord: 153.114	Course: S 41		
Course In: N 65-02-10	W Course Out: 5 32 5 East: 1418	-14-21 E	
RP North: 573484.9292 End North: 573255.5616			
Line Course: S 57-45-39 W		017.30230	
North: 573242.5453	$6 \qquad \qquad$	796.94476	
Curve Length: 253.915	Radius: 625.	500	
Delta: 23-15-31	Tangent: 128.	730	
Chord: 252.174	Course: S 46	5-07-54 W	
Course In: S 32-14-21		5-29-52 W	
RP North: 572713.4795	1 East: 1419	HI30.62061	

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Path: C:\MTM File: JOHN .ASC 27,582 .a. 6-19-98 4:35:42 pm Page 3 End North: 573260.43764 East: 1419307.67731 Line Course: N 59-44-17 E Length: 100.674

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 Course: N 59-44-17 E
 Length: 100.674

 North:
 573311.17271
 East: 1419394.63251

 Curve
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 62.832
 Radius: 40.000

 Delta:
 90-00-00
 Tangent: 40.000

 Chord:
 56.569
 Course: S 75-15-43 E

 Course In:
 S 30-15-43 E
 Course Out: N 59-44-17 E

 RP
 North:
 573276.62349
 East: 1419414.79067

 End North:
 573296.78165
 East: 1419449.33989

 Line Course: S 30-15-43 E Length: 518.842 Line Course: S 30-15-43 E Length: 518.842 North: 572848.64201 East: 1419710.81241 Curve Length: 81.700 Radius: 592.500 Delta: 7-54-02 Tangent: 40.915 Chord: 81.636 Course: S 34-12-44 E Course In: N 59-44-17 E Course Out: S 51-50-15 W RP North: 573147.23478 East: 1420222.57272 End North: 572781.13263 East: 1419756.71279 Line Course: S 38-09-45 E Length: 40.560 North: 572749.24187 Fact: 1419781.77457 Line Course: S 38-09-45 E Length: 40.560 North: 572749.24187 East: 1419781.77457 Curve Length: 110.833 Radius: 280.500 Delta: 22-38-21 Tangent: 56.149 Chord: 110.114 Course: S 49-28-56 E Course In: N 51-50-15 E Course Out: S 29-11-54 W RP North: 572922.56111 East: 1420002.32091 End North: 572677.70249 East: 1419865.48340 Line Course: S 60-48-06 E Length: 310.490 Line Course: S 60-48-06 E Length: 310.490 Line Course: S 60-48-06 E Length: 310.490 North: 572526.23483 Curve Length: 58.590 Delta: 8-30-34 Chord: 58.536 Course In: S 29-11-54 W Course Out: N 37-42-28 E RP North: 572181.86147 End North: 572493.96640 Curve Length: 84.399 Delta: 19-46-41 Course In: S 37-42-27 W Course Out: N 57-29-08 E RP North: 572300.53182 RP North: 572431.95356 RP North: 572431.95356 Line Course: S 32-30-52 E Length: 325.740 Line Course: S 32-30-52 E Length: 325.740 Line Course: S 32-30-52 E Length: 325.740 North: 572157.27136 East: 1420417.08218 Curve Length: 114.115 Radius: 1504.500 Delta: 4-20-45 Tangent: 57.085 Chord: 114.088 Course: N 70-11-42 E Course In: N 17-37-56 W Course Out: S 21-58-41 E RP North: 573591.09066 East: 1419961.36025 End North: 572195.92679 East: 1420524.42156 Line Course: N 69-01-19 E Length: 72.990 Line Course: N 68-01-19 E Length: 72.990 North: 572223.24341 East: 1420592.10718 Line Course: N 63-38-04 E Length: 250.750 North: 572334.60063 East: 1420816.77389 Line Course: N 49-41-41 E Length: 22.080

Path: $C: \MTM$ File: JOHN .ASC 27,582 .a. 6-19-98 4:35:42 pm Page 5 End North: 571360.73362 East: 1420552.11837 Line Course: N 60-09-22 W Length: 75.539

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 Course: N 60-09-22 W
 Length: 75.539

 North:
 571398.32474
 East: 1420486.59701

 Curve
 Length:
 191.733
 Radius: 526.000

 Delta:
 20-53-06
 Tangent: 96.943

 Chord:
 190.674
 Course: N 49-42-49 W

 Course
 In: N 29-50-38 E
 Course Out: S 50-43-44 W

 RP
 North:
 571854.56899
 East: 1420748.35487

 End North:
 571521.61593
 East: 1420341.14699

 Line
 Course: N 39-16-16 W
 Length: 116.010

 North:
 571611.42617
 East: 1420267.71375

 North:
 571611.42617
 East:
 1420267.71375

 Curve
 Length:
 184.926
 Radius:
 372.000

 Delta:
 28-28-57
 Tangent:
 94.415

 Chord:
 183.028
 Course:
 N 53-30-36 W
 East: 1420267.71375 Course In: S 50-43-52 WCourse Out: N 22-14-55 ERP North: 571375.96483East: 1419979.71730End North: 571720.26931East: 1420120.56624 Line Course: N 67-45-05 W Length: 37.646

 North:
 571734.52307
 East:
 1420085.72299

 ve
 Length:
 39.811
 Radius:
 200.000

 Delta:
 11-24-18
 Tangent:
 19.972

 Chord:
 39.746
 Course:
 N 73-27-14 W

 Course
 In:
 S 22-14-55 W
 Course Out:
 N 10-50-37 E

 RP
 North:
 571745.84200
 East:
 1420047.62355

 Curve Length: 39.811 Line Course: N 79-09-23 W Length: 52.157

 Line
 Course: N 79-09-23 W
 Length: 52.157

 North:
 571755.65424
 East: 1419996.39784

 Curve
 Length:
 22.577
 Radius: 25.000

 Delta:
 51-44-34
 Tangent:
 12.124

 Chord:
 21.818
 Course: S 74-58-20 W

 Course
 In:
 S 10-50-37 W
 Course Out: N 40-53-57 W

 RP
 North:
 571731.10064
 East: 1419991.69462

 End North:
 571749.99721
 East: 1419975.32637

 Line
 Course: N 40-44
 21 W
 Longth: 74 044

 Line Course: N 00-40-21 W Length: 74.044

 Line
 Course: N 00-40-21 W
 Length: 74.044

 North:
 571824.03611
 East: 1419974.45731

 Curve
 Length:
 13.070
 Radius: 15.000

 Delta:
 49-55-20
 Tangent: 6.982

 Chord:
 12.660
 Course: N 24-17-19 E

 Course
 In: N 89-19-39 E
 Course Out: N 40-45-01 W

 RP
 North:
 571824.21217
 East: 1419989.45628

 End
 North:
 571835.57559
 East: 1419979.66483

 Line Course: N 40-45-01 W Length: 27.996 North: 571856.78429 East: 1419961.39006 Line Course: N 42-59-53 E Length: 33.701 North: 571881.43243 East: 1419984.37326 Line Course: N 47-07-41 E Length: 71.019 North: 571929.75106 East: 1420036.42139 Line Course: N 43-52-53 W Length: 31.724 North: 571952.61697 East: 1420014.43133 Line Course: N 23-55-12 W Length: 192.532 North: 572128.61287 East: 1419936.36717 Line Course: N 64-03-11 E Length: 98.079

Path: C: MTMFile: JOHN .ASC 27,582 .a.. 6-19-98 4:35:42 pm Page 7 North: 572833.90687 East: 1418997.00166 Line Course: S 60-29-46 W Length: 154.742 Line Course: S 60-29-46 W Length: 154.742 North: 572757.69912 East: 1418862.32625 Curve Length: 314.225 Radius: 328.998 Delta: 54-43-23 Tangent: 170.256 Chord: 302.417 Course: N 83-50-57 W Course In: S 33-30-45 W Course Out: N 21-12-38 W RP North: 572483.39198 East: 1418680.68024 End North: 572790.10272 East: 1418680.68024 End North: 572790.10272 East: 1418561.64997 Curve Length: 196.671 Radius: 550.000 Delta: 20-29-17 Tangent: 99.397 Chord: 195.625 Course: S 58-32-43 W Course In: S 21-12-38 E Course Out: N 41-41-55 W RP North: 572277.36128 East: 1418760.63795 End North: 572688.02115 East: 1418394.77121 Line Course; N 88-52-52 W Length: 155.827 Line Course: N 88-52-52 W Length: 155.827 North: 572691.06399 East: 1418238.97392 Perimeter: 11217.315 Area: 1,823,314.888 sq.ft. 41.858 acres Mapcheck Closure - (Uses listed courses, radii, and deltas) Error Closure: 0.00402 Error North: 0.002305 Course: N 55-02-36 E East: 0.003298 Precision 1: 2,787,991.631 Lot name: west1 North: 575683.33826 East: 1415190.93068 Line Course: S 47-58-44 E Length: 2345.739

 North:
 574113.09030
 East:
 1416933.57602

 Curve
 Length:
 223.767
 Radius:
 1934.910

 Delta:
 6-37-34
 Tangent:
 112.009

 Chord:
 223.643
 Course:
 S
 44-39-57
 E

 Course
 In:
 S
 42-01-16
 W
 Course Out:
 N
 48-38-50
 E

 RP
 North:
 572675.64909
 East:
 1415638.33880
 East:
 1417090.79032

 Line
 Course:
 0.04
 51
 44
 E
 Length
 250

 Line Course: S 84-51-44 E Length: 36.059 Line Course: S 84-51-44 E Length: 36.059 North: 573950.80226 East: 1417126.70445 Curve Length: 449.649 Radius: 1959.910 Delta: 13-08-42 Tangent: 225.814 Chord: 448.661 Course: S 34-00-57 E Course In: S 49-24-42 W Course Out: N 62-33-24 E RP North: 572675.64640 East: 1415638.34134 End North: 573578.91231 East: 1417377.69694 Curve Length: 30.655 Radius: 2341.880 Delta: 0-45-00 Tangent: 15.328 Chord: 30.655 Course: S 27-04-06 E Course In: S 62-33-24 W

 Chord: 30.655
 Course: S 27-04-06 E

 Course In: S 62-33-24 W
 Course Out: N 63-18-24 E

 RP North: 572499.60746
 East: 1415299.35554

	Path: C:\MTM			
	File: JOHN .ASC 2	27,582 .a	a 6-19	9-98 4:35:42 pm
	North: 570973.27532			1415868.62926
Line	Course: N 23-25-54 E North: 571337.07795	Length:		1416026.29949
Line	Course: S 82-52-06 E	Length:	6.430	
	North: 571336.27966		East:	1416032.67974
Line	Course: N 15-02-36 W North: 571443.20527	Length:	110.720 East	1416003.94242
Line	Course: N 17-49-39 E	Length:		1410000.94242
	North: 571642.97881			1416068.18847
Line	Course: N 39-04-27 E North: 571896.67746	Length:		1416274.17392
Line	Course: N 15-01-24 W	Length:		1102/112/000
	North: 571968.24958		East:	1416254.96498
Line	Course: N 23-40-01 E North: 572216.36536	Length:		1416363.70951
Line	Course: N 04-06-40 E	Length:		1410000;/0991
	North: 572312.37767	-	East:	1416370.61047
Line	Course: S 87-40-25 E North: 572307.50217	Length:	120.110 East	1416490.62148
Line	Course: N 23-22-09 E	Length:		1410490.02140
	North: 572457.57161	-	East:	1416555.46647
Line	Course: N 04-35-18 W	Length:		1416547.36128
Line	North: 572558.56690 Course: N 23-18-57 E	Length:		1410547.50120
	North: 572605.99901	-	East:	1416567.80431
Line	Course: N 72-21-06 W North: 572700.97428	Length:		1416269.27828
Line	Course: N 63-05-06 W	Length:		1410209.27020
	North: 572820.10297	-	East:	1416034.61510
Line	Course: N 80-40-06 W North: 572850.08922	Length:		1415852.13242
Line		Length:		1410024,10434
	North: 572984.88801	-	East:	1415862.14313
Line	Course: S 83-02-36 E North: 572978.65198	Length:		1415913.25109
Line	Course: N $16-22-24$ E	Length:		1413713.29109
	North: 573081.39705			1415943.43865 -
Line	Course: S 73-33-44 E North: 572885.38074	Length:	692.701 Fast:	1416607.82730
Line	Course: N 26-53-44 W	Length:	142.641	
	North: 573012.59264		East:	1416543.30143
Line	Course: N 04-54-16 E North: 573473.64836	Length:		1416582.86388
Line	Course: N $03-55-16$ E	Length:	197.630	1410J02.00500
	North: 573670.81573	-	East:	1416596.37839
Line	Course: N 83-15-00 W North: 573680.35389	Length:		1416515.79088
Line	Course: N 06-45-00 E	Length:	324.192	T-TODTO . / DOOD
	North: 574002.29874	-	East:	1416553.89557
Line	Course: N 84-51-44 W	Length:	926.221	1415631.39590
Curve	North: 574085.24277 Length: 85.535			1851.110
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Page 9

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EXHIBIT B

LEGAL DESCRIPTION OF THE BOUNDARIES OF THE ADDED AREA

AMENDMENT TO THE REDEVELOPMENT PLAN FOR THE HAMILTON FIELD REDEVELOPMENT PROJECT

The purpose and intent of this Amendment to the Redevelopment Plan for the Hamilton Field Redevelopment Project is to:

a. Add certain area (the, "Added Area") to the Project Area, which was deleted from the Original Project Area when the Redevelopment Plan was originally adopted by Ordinance No. 1394;

b. Make a technical correction to the Legal Description of the Project Area (Attachment No. 1) that was attached to the Redevelopment Plan as originally adopted; and

c. Make other textual changes in connection with the above noted amendments.

<u>AMENDMENT</u>

The Redevelopment Plan for the Hamilton Field Redevelopment Project, originally adopted on July 14, 1998 (the "Redevelopment Plan"), is hereby amended as follows:

1. The first paragraph under Section 100, Introduction, of the Redevelopment Plan is hereby amended to read as follows:

"This is the Redevelopment Plan (the "Plan") for the Hamilton Field Redevelopment Project (the "Project") in the City of Novato (the "City") and the County of Marin (the "County"), State of California, and consists of the Text, the Legal Description of the Project Area Boundaries (Attachment No. 1), the Project Area Boundary and Land Use Map (Attachment No. 2), the Proposed Public Improvements (Attachment No. 3), and the New Hamilton Partnership Master Plan (Attachment No. 4). This Plan was prepared by the Redevelopment Agency ("Agency") of the City of Novato (the "City") pursuant to the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et seq.), including without limitation Chapter 4.5 of the Community Redevelopment Law (commencing with Section 33492, Military Base Conversion Redevelopment Agencies), the California Constitution and all applicable local laws and ordinances."

2. Section 200, Description of the Project Area, of the Redevelopment Plan is hereby amended to read as follows:

"The boundaries of the Project Area are described in the "Legal Description of the Project Area Boundaries, attached hereto as Attachment No. 1 and incorporated herein by reference, and are shown on the "Project Area Boundary and Land Use Map," attached hereto as Attachment No. 2 and incorporated herein by reference and the "New Hamilton Partnership Master Plan," attached hereto as Attachment No. 4 and incorporated herein by reference. The Project Area consists of the Original Project Area, adopted in July 1998, and the Added Area, added to the Project Area by Amendment in November 1998."

3. Section 401, Redevelopment Land Use Map, of the Redevelopment Plan is hereby amended to read as follows:

"The Project Area Boundary and Land Use Map, attached hereto as Attachment No. 2 and incorporated herein by reference, and the New Hamilton Partnership Master Plan, attached hereto as Attachment No. 4 and incorporated herein by reference, illustrate the location of the Project Area boundaries, major streets within the Project Area and the proposed land uses to be permitted in the Project Area for all land – public, semipublic and private. It is the intention of this Redevelopment Plan that the major and other land uses to be permitted within the Project Area shall be as provided within the Hamilton Army Airfield Reuse Plan as implemented and applied by City ordinances, resolutions and other laws. The major land uses authorized within the Project Area by the Reuse Plan are described below.

"Notwithstanding any provision of this Plan, in the event of any conflict or inconsistency with this Plan, the land uses and other development limitations, requirements and restrictions applicable to the area covered by the New Hamilton Partnership Master Plan (see Attachment No. 4) shall be governed by the Master Plan, as amended from time to time, and the New Hamilton Partnership Development Agreement, as amended from time to time."

4. The last sentence under Section 403, Non-Residential, of the Redevelopment Plan is hereby amended to read as follows:

"The land use designations that fall into this category include:

- Community Facilities and Civic Uses
- Neighborhood Commercial
- Visitor-Serving Commercial
- Park Land and Recreation
- Open Space
- Business and Professional Office
- Mixed Use
- Transit Center"

5. The first paragraph of Section 406, Public Rights-of-Way, of the Redevelopment Plan is hereby amended to read as follows:

As illustrated on the Project Area Boundary and Land Use Map (Attachment No. 2) and the New Hamilton Partnership Master Plan (Attachment No. 4), the major public streets within the Project Area include: Main Gate Road, State Access Road, Palm Drive, Nave Drive, Aberdeen Road, Hanger Drive and Perimeter Road. The major public street in the Rafael Village area of the Project Area is Ignacio Boulevard."

6. Section 407, Other Public, Semi-Public, Institutional and Non-profit Uses, of the Redevelopment Plan is hereby amended to read as follows:

"In any area shown on the Project Area Boundary and Land Use Map (Attachment No. 2) and the New Hamilton Partnership Master Plan (Attachment No. 4), the Agency is authorized to permit the maintenance, establishment or enlargement of public, semi-public, institutional or nonprofit uses, including park and recreational facilities, libraries, educational, fraternal, employee, philanthropic, religious and charitable institutions, utilities, railroad rights-of-way and facilities of other similar associations or organizations. All such uses shall, to the extent possible, conform to the provisions of this Plan applicable to the uses in the specific area involved. The Agency, to the extent permitted by law, may impose such other reasonable requirements and/or restrictions as may be necessary to protect the development and use of the Project Area."

7. Section 414, Number of Dwelling Units, of the Redevelopment Plan is hereby amended to read as follows:

"The number of dwelling units presently in the Project Area is approximately 1,495, and shall not exceed the number of dwelling units permitted under the Reuse Plan as implemented and applied by City ordinances, resolutions and other laws."

8. The seventh, eighth and ninth paragraphs (the last three paragraphs) of Section 502, Tax Increment Funds, of the Redevelopment Plan are hereby amended to read as follows:

"The amount of bonded indebtedness to be repaid in whole or in part from the allocation of taxes described in subdivision 2 above which can be outstanding at any one time shall not exceed \$144 million.

"The Agency shall not establish or incur loans, advances or indebtedness to finance in whole or in part the Project beyond twenty (20) years from the date the County Auditor certifies pursuant to Health and Safety Code Section 33492.9, with respect to the Original Project Area, and beyond twenty (20) years from the date the County Auditor certifies pursuant to Health and Safety Code Section 33492.9, with respect to the Added Area. The Agency shall not repay from the allocation of taxes described in subdivision 2 above loans, advances or other indebtedness beyond fortyfive (45) years from the date the County Auditor certifies pursuant to Health and Safety Code Section 33492.9, with respect to the Original Project Area, and beyond forty-five (45) years from the date the County Auditor certifies pursuant to Health and Safety Code Section 33492.9, with respect to the Added Area.

"The maximum number of dollars of taxes which may be divided and allocated to the Agency from the Original Project Area is \$134.8 million, and from the Added Area is $\frac{278}{278}$ million.

9. Section 800, Duration of This Plan, of the Redevelopment Plan is hereby amended to read as follows:

"Except for the non-discrimination and non-segregation provisions which shall run in perpetuity, the provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan may be made effective, (i) for the Original Project Area, for a period of thirty (30) years from the date the County Auditor certifies pursuant to Section 33492.9 of the Community Redevelopment Law (the date of the final day of the first fiscal year in which \$100,000 or more of tax increment funds from the project Area are paid to the Agency pursuant to subdivision (d) of Section 33675 of the Community Redevelopment Law), with respect to the Original Project Area, and (ii) for the Added Area, for a period of thirty (30) years from the date the County Auditor certifies pursuant to Section 33492.9 of the Community Redevelopment Law with respect to the Added Area.

10. The existing Attachment No. 1, Legal Description of the Project Area Boundaries, attached to the Redevelopment Plan, is hereby replaced in its entirety with the new "Attachment No. 1-A, Legal Description of the Original Project Area Boundaries", attached hereto and incorporated herein by reference. A new Attachment No. 1-B, Legal Description of the Added Area Boundaries, attached hereto and incorporated herein by reference, is hereby added to and made a part of the Redevelopment Plan. All references in the Redevelopment Plan to the Legal Description of the Project Area Boundaries (Attachment No. 1) shall hereinafter mean and refer to the Legal Description of the Project Area Boundaries and the Legal Description of the Added Area (Attachments Nos. 1-A and 1-B), collectively:

11. The existing Attachment No. 2, Project Area Boundary and Land Use Map, attached to the Redevelopment Plan, is hereby replaced in its entirety with the new "Attachment No. 2, Project Area Boundary and Land Use Map", attached hereto and incorporated herein by reference. All references in the Redevelopment Plan to the Project Area Boundary and Land Use Map (Attachment No. 2) shall hereinafter mean and refer to the new Project Area Boundary and Land Use Map attached hereto.

12. A new Attachment No. 4, New Hamilton Partnership Master Plan, attached hereto and incorporated herein by reference, is hereby added to and made a part of the Redevelopment Plan.

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Project: 410059	DRIVIN	Mi- Eri	Jun 19 16:33:20 🚔
Lot Map Check	PROTR	ET III	1998

		• # *	*
Lot name: CHP3	1		
North: 573156.90500	East: 1418479	1.73900	
Line 'Course: N 34-58-32 E . North: 573640.34904	Length: 590.000 East:	1110017 01707	
	Length: 29.999		
North: 573623.15293	East:		
	Length: 89.021	· · · · · · · · · · · · · · · · · · ·	
North: 573706.94974 Line Course: S 65-12-17 E	East: Length: 137.661	1418872.57119	
North: 573649.21785		1418997.54151	
Line Course: S 21-24-08 W	Length: 40.845		
North: 573611.18945 Curve Length: 92.061	East:	1418982.63664	
Curve Length: 92.061 Delta: 15-47-33	Radius: Tangent:	334.000 46 324	
Chord: 91.769	Course:	S 13-30-21 W	
Course In: S 68-35-52 E	Course Out:	N 84-23-25 W	
RP North: 573489.30855 End North: 573521.95764	East:	1419293.60456	
Line Course: S 05-36-35 W	Last: Length: 22.924	1418961.20414	
North: 573499.14343	East:	1418958.96328	
North: 573499.14343 Curve Length: 106.743	Radius:	316.000	
Delta: 19-21-15 Chord: 106.236	Tangent:	53.885 S 15-17-12 W	
Course In: N 84-23-25 W			
RP North: 573530.03299	East:	1418644.47666	
End North: 573396.66614		1418930.95403	
Line Course: S 24-57-50 W North: 573370.48066		1418918.76362	
Curve Length: 155.225	Radius:		
Delta: 32-47-49	Tangent :	79.804	
Chord: 153.114		S 41-21-45 W	
Course In: N 65-02-10 W RP North: 573484.92925		1418672.92343	
End North: 573255.56165		1418817.58298	•
Line Course: S 57-45-39 W			
North: 573242.54536 Curve Length: 253.915	East: Radius:	1418796.94476	
Delta: 23-15-31	Tangent:		
Chord: 252.174	Course:	S 45-07-54 W	
Course In: S 32-14-21 E			
RP North: 572713.47951	East:	1419130.62061	

Path: C:\MTM File: JOHN .ASC 27,532 .a.. 6-19-98 4:35:42 pm Page 2 End North: 573067.78660 East: 1418615.14342 Line Course: S 34-30-08 W Length: 4.596 North: 573063.99902 East: 1418612.54007 Line Course: N 55-01-28 W Length: 162.072 North: 573156.90305 East: 1418479.73881 Perimeter: 1738.344 Area: 134,399.293 sq.ft. 3.085 acres Mapcheck Closure - (Uses listed courses, radii, and deltas) Error Closure: 0.00196 Course: S 05-28-51 W Error North: -0.001951 East: -0.000187 Precision 1: 886,823.165 _____ Lot name: east2

 North:
 572691.06169
 East:
 1418238.97062

 Curve
 Length:
 430.020
 Radius:
 600.000

 Delta:
 41-03-50
 Tangent:
 224.711

 Chord:
 420.874
 Course:
 N 55-02-03 E

 Course
 In:
 N 14-26-02 W
 Course Out:
 S 55-29-52 E

 RP
 North:
 57272.12323
 East:
 1418583.87551

 Lind
 North:
 572932.26031
 East:
 1418583.87551

 Line Course: N 34-30-08 E Length: 129.402

 North: 573038.90104
 East: 1418657.17375

 Length: 233.212
 Radius: 574.500

 Delta: 23-15-31
 Tangent: 118.234

 Chord: 231.613
 Course: N 46-07-54 E

 Curve Length: 233.212 Course In: S 55-29-52 ECourse Out: N 32-14-21 WRP North: 572713.48229East: 1419130.62162End North: 573199.41088East: 1418824.15196 Line Course: N 57-45-39 E Length. 21.1 North: 573212.42717 East: 1418844.79018 Curve Length: 65.632 Radius: 375.500 Delta: 10-00-52 Tangent: 32.900 Chord: 65.548 Course: N 52-45-13 E Course In: N 32-14-21 W Course Out: S 42-15-13 E RP North: 573530.03585 East: 1418644.47798 East: 1418896.96923 Podime: 125.000 Radius: 125.000 Curve Length: 162.763 Delta: 74-36-19 Chord: 151.506 Tangent: 95.233 Course: N 85-02-57 E Course In: S 42-15-13 ECourse Out: N 32-21-06 ERP North: 573159.57789East: 1418981.02093End North: 573265.17534East: 1419047.91023 East: 1418981.02091 East: 1419047.91021

 End North: 573285.17554
 Edst: 1415017.51812

 e Length: 273.203
 Radius: 250.000

 Delta: 62-36-49
 Tangent: 152.043

 Chord: 259.810
 Course: S 88-57-19 E

 Course In: N 32-21-06 E
 Course Out: S 30-15-43 E

 RP North: 573476.37025
 East: 1419181.68879

 Radius: 250.000 Curve Length: 273.203

Dath. C. North		
Path: C:\MTM File: JOHN .ASC 2	27,582 .a 6-1	9-98 4:35:42 pr
End North: 573260.43764	East:	1419307,67731
Line Course: N 59-44-17 E	Length: 100.674	
Curve Length: 62.832	Radius:	40.000
North: 573311.17271 Curve Length: 62.832 Delta: 90-00-00	Tangent :	40.000
Chora: 56.569	Course:	S 75-15-43 E
Course In: S 30-15-43 E		
RP North: 573276.62349 End North: 573296.78165		1419414.79067
Line Course: S 30-15-43 E		1419449.33989
North 572848 64201	Lengun: Dio.042	1419710.81241
North: 572848.64201 Curve Length: 81.700 Delta: 7-54-02	Radius:	597 500 597 500
Delta: 7-54-02	Tangent:	40.915
Chord: 81.636	Course:	S 34-12-44 E
Course In: N 59-44-17 E		
RP North: 573147.23478	East:	1420222.57272
End North: 572781.13263		1419756.71279
Line Course: S 38-09-45 E		
North: 572749.24187	East: Radius:	1419781.77457
Curve Length: 110.833		
Delta: 22-38-21 Chord: 110.114	Tangent:	
COURSE IN: N 51-50-15 E	Course:	S 49-28-56 E
RP North: 572922.56111		1420002.32091
End North: 572677.70249		1419865.48340
Line Course: S 60-48-06 E North: 572526.23483 Curve Length: 58.590 Delta: 8-30-34 Chord: 58.536	East:	1420136.52138
Curve Length: 58.590	Radius:	394.500
Delta: 8-30-34	Tangent:	29.349
000200. 00.000		
Course In: S 29-11-54 W		
RP North: 572181.86147		1419944.07077
End North: 572493.96640		1420185.36055
Curve Length: 84.399 Delta: 19-46-41		244.500
Chord: 83.981	Tangent:	S 42-24-12 E
Course In: S 37-42-27 W		N 57-29-08 E
RP North: 572300.53182		1420035.81687
End North: 572431.95356		1420241.99295
Line Course: S 32-30-52 E		
North: 572157.27136	East:	1420417.08218
Curve Length: 114.115		1504.500
Delta: 4-20-45	Tangent :	
Chord: 114.088		N 70-11-42 E
Course In: N 17-37-56 W		
RP North: 573591.09066		1419961.36025 1420524.42156
End North: 572195.92679 Line Course: N 68-01-19 E	Length: 72.990	1420024.42100
North: 572223.24341		1420592.10718
Line Course: N 63-38-04 E	Length: 250.750	
North: 572334.60063		1420816.77389
Line Course: N 49-41-41 E	Length: 22.080	
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	Path: C:\MTM		
	File: JOHN .ASC 2	27,582 .a 6-1	9-98 4:35:42 pm
	North: 572343.88330	East:	1420833.61229
Line	Course: N 66-39-20 E North: 572352.62398		1422242 27052
Curve		East: Radius: Tangent:	1420842.27952 3 900
ear re	Length: 6.126 Delta: 90-00-00	Tangent:	3.900
	Chord: 5.515	Course:	S 74-59-31 E
Co	ourse In: S 29-59-31 E		
	P North: 572349.24620		1420844.22905
	nd North: 572351.19573		1420847.60682
Line			1400010 00000
Lina	North: 572237.90608 Course: S 29-59-31 E		1420912.99339
UTITE	Course: S 29-59-31 E North: 572003.35438 Length: 355.332 Delta: 22-44-51 Chord: 353.003	East. East.	1421048.36792
Curve	Length: 355.332	Radius:	895.000
	Delta: 22-44-51	Tangent:	180.037
	ourse In: S 60-00-29 W		
RI			1420273.21227
	nd North: 571668.82535		1421161.06765
Line	Course: S 07-14-40 E North: 570851.20478	Length: 824.200 East:	
Line	Course: N 82-27-41 E	Length: 393.560	
	North: 570902.83761	East:	
Line	Course: S 43-40-14 E	Length: 110.559	
	North: 570822.86784	East:	
Line	Course: S 66-16-26 W	Length: 2.532	
	North: 570821.84905		1421729.18408
Line	Course: S 82-27-41 W	Length: 310.437	
	North: 570781.12149		1421421.43029
Line	Course: S 07-32-19 E North: 570660.73907	Length: 121.432	1421437.36148
Line	Course: S 63-11-15 W	Length: 29.000	
***	North: 570647.65797		1421411.47934
Line	Course: S 82-45-20 W	Length: 169.162	
	North: 570626.32617	- East:	1421243.66773
Line	Course: S 82-45-20 W	Length: 108.838	
_ ·	North: 570612.60140		1421135.69856
Line	Course: N 19-50-32 W.	Length: 121.641	
Line	North: 570727.02068 Course: N 26-22-26 W	East: Length: 183.900	
TTIC	North: 570891.77932	East:	
Line	Course: N 00-40-00 W	Length: 382.274	
	North: 571274.02744	East:	
Line	Course: S 88-16-17 W	Length: 320.680	
	North: 571264.35401		1420687.73456
Line	Course: N 53-29-55 W	Length: 111.392	
-	North: 571330.61468		1420598.19294
Curve			474,000
	Delta: 6-39-27 Chord: 55 046	Tangent:	27.570 N 56-49-39 W
~	Chord: 55.046 ourse In: S 36-30-05 W		N 29-50-38 E
	P North: 570949.59336		1420316.23770
		20.00	

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Page 4

Path: C:\MIN File: JOHN .ASC 27,582 .a.. 6-19-98 4:35:42 pm Page 5 End North: 571360.73362 East: 1420552.11837 Line Course: N 60-09-22 W Length: 75.539 Line Course: N 50-09-22 W Length: 75.539 North: 571398.32474 East: 1420486.59701 Curve Length: 191.733 Radius: 526.000 Delta: 20-53-06 Tangent: 96.943 Chord: 190.674 Course: N 49-42-49 W Course In: N 29-50-38 E Course Out: S 50-43-44 W RP North: 571354.56899 East: 1420748.35487 End North: 571521.61593 East: 1420341.14699 Line Course: N 39-16-16 W Length: 116.010 Line Course: N 39-16-16 W Length: 116.010 Line Course: N 39-16-16 W Lengtn: 116.010 North: 571611.42617 East: 1420267.71375 Curve Length: 184.926 Radius: 372.000 Delta: 28-28-57 Tangent: 94.415 Chord: 183.028 Course: N 53-30-36 W Course In: S 50-43-52 W Course Out: N 22-14-55 E RP North: 571375.96483 East: 1419979.71730 End North: 571720.26931 East: 1420120.56624 Line Course: N 67-45-05 W Length: 37.646 North: 571734 52307 Fast: 1420085 72299

 Diffe
 Course: N 87-45-05 W
 Length: 37.646

 North:
 571734.52307
 East: 1420085.72299

 Curve
 Length:
 39.811
 Radius: 200.000

 Delta:
 11-24-18
 Tangent:
 19.972

 Chord:
 39.746
 Course: N 73-27-14 W

 Course In:
 S 22-14-55 W
 Course Out: N 10-50-37 E

 RP
 North:
 571549.41314
 East: 1420009.99776

 End North:
 571745.84200
 East: 1420047.62355

 Line Course: N 79-09-23 W Length: 52.157

 North:
 571755.65424
 East:
 1419996.39784

 Ve
 Length:
 22.577
 Radius:
 25.000

 Delta:
 51-44-34
 Tangent:
 12.124

 Chord:
 21.818
 Course:
 S 74-58-20 W

 Course In:
 S 10-50-37 W
 Course Out:
 N 40-53-57 W

 RP
 North:
 571731.10064
 East:
 1419991.69462

 End North:
 571749.99721
 East:
 1419975.32637

 Curve Length: 22.577 Line Course: N 00-40-21 W Length: 74.044 Line Course: N 00-40-21 W Length: 74.044 North: 571824.03611 East: 1419974.45731 Curve Length: 13.070 Radius: 15.000 Delta: 49-55-20 Tangent: 6.982 Chord: 12.660 Course: N 24-17-19 E Course In: N 89-19-39 E Course Out: N 40-45-01 W RP North: 571824.21217 East: 1419989.45628 End North: 571835.57559 East: 1419979.66483 Line Course: N 40-45-01 W Length: 27.996 North: 572856 78429 Fast: 1419961 32006 East: 1419989.45628 North: 571856.78429 East: 1419961.39006 Line Course: N 42-59-53 E Length: 33.701 North: 571881.43243 East: 1419984.37326 Line Course: N 47-07-41 E Length: 71.019 North: 571929.75106 East: 1420036.42139 Course: N 43-52-53 W Length: 31.724 Line North: 571952.61697 East: 1420014.43133 Line Course: N 23-55-12 W Length: 192.532 North: 572128.61287 East: 1419936.36717 Line Course: N 64-03-11 E Length: 98.079

Path: C:\MTM		
File: JOHN .ASC 2	7,582 .a 6-19	9-98 4:35:42 pm
North: 572171.52623 Curve Length: 49.950 Delta: 28-37-09	East:	1420024.55977
Curve Length: 49,950	Radius: Tangent:	100.000
Delta: 28-37-09	Tangent:	25.508 N 49-44-37 E
Chord: 49.432	Course:	N 49-44-37 E
Course In: N 25-56-49 W	Course Out:	S 54-33-58 E
RP North: 572261.44619 End North: 572203.46987	East:	1419980.80590 1420062.28440
Line Course: N 35-26-02 E	East: Iongth, 86 222	1420082.28440
Line Course: N 35-26-02 E North: 572273.72226 Curve Length: 164.884 Delta: 111-08-34 Chord: 140.221	Denyth: 00.222 Fact:	1420112.27275
Curve Length: 164 884	* Radius:	85 000
Delta: 111-08-34	Tangent :	124.007
Chord: 140.221	Course:	N 20-08-15 W
Cnord: 140.221 Course In: N 54-33-58 W	Course Out:	N 14-17-28 E
RP North: 572323.00213	East:	1420043.01602
End North: 572405.37173	East:	1420063.99816
Line Course: N 75-42-32 W	Length: 48,465	
North: 572417.33525 Curve Length: 41.408 Delta: 23-43-30	- East:	1420017.03295
Curve Length: 41.408	Radius:	100.000
Delta: 23-43-30	Tangent :	21.005
Chord: 41.113	Course:	N 63-50-47 W
Course In: N 14-17-28 E	Course Out:	S 38-00-58 W
RP North: 572514.24065	East:	1420041.71782
End North: 572435.45689		1419980.12952
Line Course: N 51-59-02 W	Length: 76.079	1 4 1 0 0 0 0 1 0 1 6 0
North: 572482.31266 Curve Length: 138.896	East:	1419920.19162
Delta: 39-47-27	Radius:	
Chord: 136.122	Tangent:	N 71-52-45 W
Course In: S 38-00-58 W		
RP North: 572324.74514	East ·	1419797.01501
End North: 572524.64920	East:	1419790.82105
	Length: 145.504	
North: 572520.14297		1419645.38685
Line Course: S 82-09-04 W	Length: 129.031	
North: 572502.52238	- East:	1419517.56465
Line Course: S 67-01-07 W	Length: 112.810	
North: 572458.47774	East:	1419413.70819
North: 572458.47774 Curve Length: 104.252 Delta: 100-15-20	Radius:	59.580
Chord: 91.452	Course:	N 62-51-13 W
Course In: N 22-58-53 W	Course Out:	S 77-16-27 W
RP North: 572513.32897		1419390.44624
End North: 572500.20433		1419332.32981
Curve Length: 347.122	Radius:	
Delta: 74-21-00 Chord: 323.275	Tangent:	N 49-54-03 W
Chord: 323.275 Course In: S 77-16-27 W	Course Outse:	N 02-55-27 E
RP North: 572441.27782	Eact.	1419071.40086
End North: 572708.42952	East:	1419085.04715
Line Course: N 06-49-11 E	Length: 93.936	
North: 572801.70089		1419096.20166
Line Course: N 72-00-49 W		
	-	

Page 6

Fath: C:\MTM File: JOHN .ASC 27,582 .a.. 6-19-98 4:35:42 pm Page 7 North: 572833.90687 East: 14189974.00166 Line Course: S 60-29-46 W Length: 154.742 North: 572757.69912 East: 1418862.32525 Curve Length: 314.225 Delta: 54-43-23 Chord: 302.417 Radius: 325.556 Tangent: 170.256 Course: N 83-50-57 W Course In: S 33-30-45 W Course Out: N 21-12-38 W

 RP
 North: 572483.39198
 East: 1418680.68024

 End North: 572790.10272
 East: 1418561.64997

 Curve
 Length: 196.671
 Radius: 550.000

 Delta: 20-29-17
 Tangent: 99.397

 Chord: 195.625
 Course: S 58-32-43 W

 Course In: S 21-12-38 ECourse Out: N 41-41-55 WRP North: 572277.36128East: 1418760.63795End North: 572688.02115East: 1418394.77121 Line Course: N 88-52-52 W Length: 155.827 North: 572691.06399 East: 1418238.97392 Perimeter: 11217.315 Area: 1,823,314.888 sq.ft. 41.858 acres Mapcheck Closure - (Uses listed courses, radii, and deltas)
 Error Closure:
 0.00402
 Course:
 N 55-02-36
 E

 Error North:
 0.002305
 East:
 0.003298
 Precision 1: 2,787,991.631 Lot name: west1 North: 575683.33826 East: 1415190.93068 Line Course: S 47-58-44 E Length: 2345.739 North: 574113.09030 East: 1416933.57602 Last: 1416933.5 Radius: 1934.910 Tangent: 112.009 Length: 223.767 Delta: 6-37-34 Chord: 223.643 Curve Course: S 44-39-57 E Course In: S 42-01-16 WCourse Out: N 48-38-50 ERP North: 572675.64909East: 1415638.33880End North: 573954.03138East: 1417090.79032 Line Course: S 84-51-44 E Length: 36.059 North: 573950.80226 East: 1417126.70445 Radius: 1959.910 Curve Length: 449.649 Delta: 13-08-42 Tangent: 225.814 Chord: 448.661 Course: S 34-00-57 E Course In: S 49-24-42 W Course Out: N 62-33-24 E RP North: 572675.64640 East: 1415638.34134 Bind North: 573578.91231East: 1417377.69694Curve Length: 30.655Radius: 2341.880Delta: 0-45-00Tangent: 15.328Chord: 30.655Course: S 27-04-06 ECourse In: S 62-33-24 WCourse Out: N 63-18-24 ERP North: 572499.60746East: 1415299.35554 East: 1417377.69694 End North: 573578.91231

Path: C:\MTM	
File: JOHN .ASC	27,582 .a 6-19-98 4:35:42 pm
End North: 573551.6151	
Curve Length: 30.524	Radius: 2914.840
Delta: 0-36-00	Tangent: 15.262
Chord: 30.524	Course: S 26-23-36 E
Course In: S 63-18-24	
RP North: 572242.2252	
End North: 573524.2729	
Curve Length: 30.393 Delta: 0-27-00	Radius: 3869.740
Chord: 30.393	Tangent: 15.197
Course In: S 63-54-24	 Course: S 25-52-06 E W Course Out: N 64-21-24 E
RP North: 571822.2270	
End North: 573496.9255	
Curve Length: 30.262	Radius: 5779.610
Delta: 0-18-00	Tangent: 15.131
Chord: 30.262	Course: S 25-29-36 E
Course In: S 64-21-24	
RP North: 570995.6970	
End North: 573469.6100	East: 1417431.50084
Curve Length: 30.131	Radius: 11509.170
Delta: 0-09-00	Tangent: 15.065
Chord: 30.131	Course: S 25-16-06 E
Course In: S 64-39-24	
RP North: 568543.2075	55 .East: 1407029.98399
End North: 573442.3620)6 East: 1417444.36247
Line Course: S 25-11-36 B	
North: 572589.7665	
Line Course: S 25-11-36 E	
North: 571706.8865	
Line Course: S 74-11-48 E	
North: 571647.0088	
Line Course: S 11-55-48 E	
North: 570135.6514	
Line Course: S 59-59-39 W North: 570029.2292	-
Line Course: S 59-59-39 V	
North: 569690.0609	
Line Course: S 03-55-05 E	
North: 568407.6033	
Line Course: N 74-47-16 V	
North: 569095.9858	5
Line Course: N 10-44-28 H	
North: 570647.7137	
Line Course: N 71-35-06 V	
North: 570653.1835	
Line Course: N 62-57-51 H	
North: 570687.257	2
Line Course: N 40-05-06 W	
North: 570765.8329	50 East: 1415854.90864
Line Course: N 13-49-54 H	-
North: 570961.780	
Line Course: N 71-35-06 V	W Length: 36.387

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	Path: C:\MTM File: JOHN .ASC 2	27,582 .a	u 6-19	-98 4:35:42 pm
Line	North: 570973.27532 Course: N 23-25-54 E	Length:	396.500	1415868,62926
Line	North: 571337.07795 Course: S 82-52-06 E	Length:	6.430	1416026.29949
Line	North: 571336.27966 Course: N 15-02-36 W	Length:		1416032.67974
Line	North: 571443.20527	-	East:	1416003.94242
	Course: N 17-49-39 E North: 571642.97881	Length:	East:	1416068.18847
Line	Course: N 39-04-27 E North: 571896.67746	Length:	East	1416274.17392
Line	Course: N 15-01-24 W North: 571968.24958	Length:		1416254.96498
Line	Course: N 23-40-01 E North: 572216.36536	Length:	270.900	1416363.70951
Line	Course: N 04-06-40 E	Length:	96.260	
Line	North: 572312.37767 Course: S 87-40-25 E	Length:	East: 120.110	1416370.61047
Line	North: 572307.50217 Course: N 23-22-09 E	Length:	East: 163,480	1416490.62148
Line	North: 572457.57161 Course: N 04-35-18 W	Length:	East:	1416555.46647
	North: 572558.56690	2	East:	1416547.36128
Line	Course: N 23-18-57 E North: 572605.99901	Length:	East:	1416567.80431
Line	Course: N 72-21-06 W North: 572700.97428	Length:	313.270 East:	1416269.27828
Line	Course: N 63-05-06 W North: 572820.10297	Length:	263.170 East:	1416034.61510
Line	Course: N 80-40-06 W North: 572850.08922	Length:		
Line	Course: N 04-14-50 E	Length:	135.170	1415862.14313
Line	North: 572984.88801 Course: S 83-02-36 E	Length:	51.487	
Line	North: 572978.65198 Course: N 16-22-24 E	Length:	107.088	1415913.25109
Line	North: 573081.39705 Course: S 73-33-44 E	Length:	692.701	1415943.43865
Line	North: 572885.38074 Course: N 26-53-44 W	Length:	East: 142.641	1416607.82730
Line	North: 573012.59264 Course: N 04-54-16 E	-	East: 462.750	1416543.30143
	North: 573473.64836		East:	1416582.86388
	Course: N 03-55-16 E North: 573670.81573	-		1416596.37839
Line	Course: N 83-15-00 W North: 573680.35389	Length:	East:	1416515.79088
Line	Course: N 06-45-00 E North: 574002.29874			1416553.89557
Line	Course: N 84-51-44 W North: 574085.24277	Length:	926.221 East:	1415631.39590
Curve				1851.110

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Path: C:\MTM .ASC 27,582 .a.. 6-19-98 4:35:42 pm Page 10 File: JOHN Delta: 2-38-51 Tangent: 42.777 Chord: 85.530 Course: N 15-34-49 W Course In: S 75-44-37 W Course Out: N 73-05-46 E RP North: 573629.38589 East: 1413837.29369 End North: 574167,62784 East: 1415608.42436 Line Course: S 84-51-44 E Length: 106.360 North: 574158.10320 East: 1415714.35703 Line Course: N 05-08-16 E Length: 916.037 North: 575070.45978 East: 1415796.38907 Course: N 47-58-44 W Length: 872.666 Line North: 575654.62622 East: 1415148.08705 Line Course: N 56-11-06 E Length: 51.568 North: 575683.32449 East: 1415190.93174 Perimeter: 21544.875 Area: 11,516,431.586 sq.ft. 264.381 acres Mapcheck Closure - (Uses listed courses, radii, and deltas) Error Closure: 0.01381 Error North: -0.013768 Course: S 04-25-08 E

Precision 1: 1,560,170.466

East: 0.001064

HAMILAN FIELD MANSIOR - PROPARTY ProlSEST.asc HIGHNAY 101 PANT OF ADOPTED PLAN AS OF JULY 14 1998

Lot name: EAST5

North: 570822.86516 East: 1421731.49964 Line Course: S 43-40-14 E Length: 604.137 North: 570385.87952, East: 1422148.66275 Course: S 59-16-12 W Line Length: 413.083 North: 570174.79697 East: 1421793.58287 Line Course: S 43-30-47 E Length: 1014.335 North: 569439.18348 East: 1422491.97264 Line Course: S 37-35-38 W Length: 18,470 -North: 569424.54868 East: 1422480.70482 Line Course: N 86-34-50 W Length: 540.803 North: 569456.80496 East: 1421940.86465 Length: 562.831 Course: N 35-59-24 W Line North: 569912.20253 East: 1421610.12036 Line Course: S 69-47-01 W Length: 127.106 North: 569868.27894 East: 1421490.84483 Line Course: N 29-34-10 W Length: 481.881 North: 570287.39890 East: 1421253.04711 Length: 345.726 Line Course: N 19-50-32 W North: 570612.59946 East: 1421135.69692 Line Course: N 82-45-20 E Length: 278.000 North: 570647.65603 East: 1421411.47770 Length: 29.000 Line Course: N 63-11-15 E North: 570660.73713 East: 1421437.35983 Line Course: N 07-32-19 W Length: 121.432 North: 570781.11955 East: 1421421.42865 Length: 310.437 Course: N 82-27-41 E Line North: 570821.84711 East: 1421729.18244 Course: N 66-16-26 E Length: 2.532 Line North: 570822.86590 East: 1421731.50044 Area: 800,041 sq.ft. 18.37 acres Perimeter: 4849.772

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.00109
Error North: 0.000740
Precision 1: 4,453,326.254
East: 0.000799

Page 1

Original map on file in the City Clerk's office in the City of Novato

Raphael Village

ARKA Mon Mar 16 07:55:13 1998 Project: 410059 Lot Map Check ______ Lot name: raphael North: 2218430.1000 East: 5973871.0700 POINT OF BEGINNING

NOI	rtn: 2218430.1000		: 5973871	-0700 10111
Line	Course: S 76-47-04 W	Length:	499.410	
	North: 2218315.9273	-	East:	5973384.8859
Line	Course: N 80-17-56 W	Length:	377.000	
	North: 2218379.4550		East:	5973013.2770
Line	Course: N 18-02-04 E	Length:		
ULIIC	North: 2218620.0252	nengen.	East:	5973091.6029
•		T		2912091.0029
Line	Course: N 45-17-56 W	Length:		
	North: 2218885.9137	_	East:	5972822.9259
Line	Course: S 48-42-04 W	Length:		
	North: 2218714.3170		East:	5972627.5939
Line	Course: N 69-15-56 W	Length:	715.000	
	North: 2218967.4536	2	East:	5971958.9034
Line		Length:		
	North: 2219062.4520		East:	5971619.2422
Line	Course: S 84-57-04 W	Length	205.196	
	North: 2219044.3936	Telle Cl.	East:	5971414.8423
Line		Taumhin		J9/1414.042J
Line	Course: S 08-54-59 E	Length:	776.264	
	North: 2218277.5103		East:	5971535.1578
Line	Course: N 85-09-59 W	Length:	627.588	
	North: 2218330.3924		East:	5970909.8018
line	Course: N 50-58-20 W	Length:		
	North: 2218397.5628		East:	5970826.9354
Line	Course: N 08-57-04 E	Length:	228.724	
	North: 2218623.5013	-	East:	5970862.5229
Line	Course: N 86-22-56 W	Length:	215.000	
	North: 2218637.0678	2	East:	5970647.9514
Line	Course: N 28-17-56 W	Length:	412.000	
	North: 2218999.8283		East:	5970452.6341
L ine	Course: N 87-37-56 W	Length	348.000	
	North: 2219014.2054	Long on.	East:	5970104.9312
Line	Course: S 38-27-04 W	Tonath.		00,010,001
sine.		Length:		
1.	North: 2218707.2149		East:	5969861.1673
Line	Course: S 76-17-04 W	Length:	880.000	
	North: 2218498.5653			5969006.2607
Line	Course: N 33-42-56 W	Length:	470.000	
	North: 2218889.5129		East:	5968745.3777
line	Course: N 83-42-56 W	Length:	550.000	,
	North: 2218949.7183	•	East:	5968198.6828
line	Course: N 43-42-56 W	Length:	200.000	
	North: 2219094.2742		East:	5968060.4670
Line	Course: N 63-42-56 W	Length:	300.000	
	North: 2219227.1226	Dengen.	East:	5967791.4850
Line		I angth.	300.000	
HTHE	Course: N 43-42-56 W	nengtu:	East:	5967584.1614
12	North: 2219443.9564	T		COCCOLETOIE
Line	Course: N 10-17-04 E	Length:	500.000	
1.	North: 2219935.9232		East:	
Line	Course: N 31-17-04 E	-	400.000	
	North: 2220277.7632		East:	5967881.1438

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		T the state			
utue	Course: N 28-42-56 W North: 2220576.9658	Length:			
Line	Course: S 70-24-04 W		East:	5967717.2295	
DIRE	North: 2220032.2389	Length:			
Line	Course: S 52-50-56 E	Length:		5966187:3648	-
77710	North: 2219863.2019				
Tina	Course: N 79-47-04 E			5966410.4578	
	North: 2219933.4759			5966800.4164	
Jine	Course: S 52-29-56 E				
	North: 2219750.8428				
Line	Course: S 15-22-56 E	Length:	164 000	JJ07030.4109	
	North: 2219592.7177		Fact -	5957081 9210	
Line	Course: S 49-12-56 E	Length	250 000	770/001.9210	
	North: 2219429.4139			5967271.2141	
Line	Course: S 42-59-56 E	Length:		JJU/2/2,2141	
	North: 2218779.2287			5967877 4981	
Line	Course: S 48-32-56 E	Length:			
_	North: 2218517.7463				
Line	Course: S 58-32-56 E	Length:			
	North: 2218331.7246				
Line	Course: S 82-20-56 E	Length:			
	North: 2218282.4426	•	East:	5968844.5555	
Line	Course: N 82-37-04 E	Length:			
	North: 2218331.2680	_	East:	5969221.4057	
Line	Course: N 65-17-04 E	Length:			
	North: 2218410.7096			5969394.0007	
Line	Course: N 88-47-04 E	Length:			
	North: 2218412.2370			5969465.9845	
Line	Course: S 36-50-56 E	Length:			
	North: 2218349.4197			5969513.0615	
Line	Course: S 67-24-56 E	Length:			
T	North: 2218304.1025	*		5969622.0126	
Line	Course: N 66-09-04 E North: 2218388.6066	Length:			
Timo		Toneth.		5969813.1671	
⇒TTC	Course: N 87-44-04 E North: 2218401.4344	hend ru:		5970137.4135	
Line	Course: N 05-09-04 E	Length:		2270127.413D	
میہ نہ نہ مسد	North: 2218539.8730	henden:		5970149.8933	
Line	Course: N 87-29-04 E	Length:		22,01=2.0233	
	North: 2218548.0367			5970335.7141	
Line	Course: S 35-42-56 E	Length:			
	North: 2218372.6609			5970461.8066	
Line	Course: S 71-12-56 E	Length:			
	North: 2218333.3758	-		5970577.3085	
Line	Course: S 58-22-56 E	Length:			
	North: 2218258.9323	-		5970698.2306	
Line	Course: S 12-17-04 W	Length:			
	North: 2218190.5351	_	East:	5970683.3370	
Line	Course: S 77-42-56 E	Length:			
	North: 2218173.5139	-	East:	5970761.5053	
Line	Course: S 39-22-56 E	Length:			
	North: 2218102.4043			5970819.8784	
Line	Course: S 82-43-56 E	Length:	257.074		
	North: 2218069.8827			5971074.8870	
Line	Course: N 57-09-04 E	Length:			
	North: 2218120.3282			5971153.0167	
Line	Course: S 72-33-30 E	Length:	603.460		
	North: 2217939.4503			5971728.7312	
Line	Course: N 57-09-04 E		110.000		
	North: 2217999.1171		East:	5971821.1427	

	1			
True	Course: S 75-20-56 F	Length:	581.000	•
	North: 2217861.9950		East:	5972385.71 🤳
Line	Course: S 25-50-56 E	Length:	132.000	
	North: 2217743.2028	-		5972443.2818
Line	Course: S 64-43-25 E			
	North: 2217531.8451			5972890.8898
Line				
		<u> </u>		5973624 9442
Tina				
22,70				
Lina				2272372:0000
				5973766 3627
Tina				575758.5027
~ :				5973752.2041
-ine				
				5973937.8625
Line		-		
	North: 2218430.0977	-	East:	5973871.0702
Pe	rimeter: 21560.806 A:	rea: 4,62	24,923.60	53 sq.ft. 106.174
Mapcheck Closure - (Uses listed courses, radii, and deltas)				
Line Line Line Line Per	Course: N 72-54-04 E North: 2217757.6542 Course: N 13-43-00 W North: 2217974.2962 Course: N 76-17-04 E North: 2218021.7166 Course: N 13-04-50 W North: 2218082.6533 Course: N 77-43-41 E North: 2218123.0382 Course: N 12-16-19 W North: 2218430.0977 rimeter: 21560.806 A:	Length: Length: Length: Length: Length: Length: rea: 4,62	768.001 East: 223.002 East: 200.000 East: 62.560 East: 190.000 East: 314.240 East: 24,923.68	5973624.9442 5973572.0658 5973766.3627 5973752.2041 5973937.8625 5973871.0702 63 sq.ft. 106.174

Error Closure: 0.0023Course: S 05-37-43 EError North: -0.00228East: 0.00023Precision 1: 9,398,353.373East: 0.00023

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Original Map on file in the city clerk's office in the City of Novato.

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Lot name: WEST2	
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North: 575654.64016 East: 141514	
Line Course: S 47-58-44 E 'Length: 872.666	
North: 575070.47372 East:	1415796.38826
Line Course: S 05-08-16 W Length: 916.037	
North: 574158.11714 East:	
Line Course: N 84-51-44 W Length: 106.360	
North: 574167.64178 Curve Length: 85.535 Delta: 2-38-51 Chord: 85.530 Course In: S 73-05-46 W Course Out:	1415608.42355
Curve Length: 85.535 Radius:	1851.110
Delta: 2-38-51 Tangent:	42.777
Chord: 85.530 Course:	S 15-34-49 E
Course In: S 73-05-46 W Course Out:	N 75-44-37 E
RPNorth:573629.39983East:End North:574085.25671East:	1413837.29289
End North: 574085.25671 East:	1415631.39509
Line Course: N 84-51-44 W Length: 257.372	
North: 574108.30463 East: Line Course: N 22-48-03 W Length: 183.714	1415375.05715
Line Course: N 22-48-03 W Length: 183.714	
North: 574277.66277 East:	1415303.86265
Curve Length: 92.228 Radius:	769.990
North: 574277.66277 East: Curve Length: 92.228 Radius: Delta: 6-51-46 Tangent: Chord: 92.173 Course: Course In: N 80-23-35 E Course Out: RP North: 574406.16505 East: End North: 574369.30068 East:	46.169
Chord: 92.173 Course:	N 06-10-32 W
Course In: N 80-23-35 E Course Out:	S 87-15-21 W
RP North: 5/4406.16505 East:	1416063.05417
End North: 574369.30068 East:	1415293.94715
Line Course: N UZ-44-39 W Length; Z9,990	
North: 574399.25628 East: Curve Length: 289.533 Radius: Delta: 31-18-00 Tangent:	1415292.51133
Curve Length: 289.533 Radius:	
Delta: 31-18-00 Tangent:	
Chord: 285.946 Course: Course In: S 87-15-21 W Course Out:	N 18-23-39 W
Course In: S 87-15-21 W Course Out:	N 55-57-21 E
RP North: 574373.88177 East:	1414763.11910
	1415202.28042
Line Course: N 34-02-39 W Length: 300.776	
	1415033.89645
	1550.000
Delta: 9-18-10 Tangent:	
	N 29-23-34 W
	N 55-57-21 E
	1413626.17702
	1414910.51674
Line Course: N 34-02-39 W Length: 296.336	
North: 575384.39164 East:	1414744.61842

Prcl2wst.asc Line Course: N 56-11-06 E Length: 485.613 North: 575654.64166 East: 1415148.08455 Perimeter: 4167.827 Area: 866,408 sq.ft. 19.89 acres Mapcheck Closure - (Uses listed courses, radii, and deltas) Error Closure: 0.00226 Course: N 48-23-08 W Error North: 0.001502 East: -0.001691 Precision 1: 1,842,224.449

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Lot name: EAST3

μψι Πα	MIE. LADIO		
Nor	th: 572251.28071	East: 142158	4.26965
	Course: 5 43-42-20 E	Length: 395.830	
	North: 571965.13514	East:	
Line	Course: 5 43-39-16 E	Length: 422.901	
	North: 571659.15940	East:	
Line	Course: S 43-40-36 E	Length: 375.280	
	North: 571387.73873	East:	1422408.86489
Line	Course: S 46-17-38 W	Length: 452.400	
	North: 571075.14864	East:	1422081.82789
Line	Course: S 66-16-26 W	Length: 411.962	
	North: 570909.38954	East:	1421704.68520
Line	Course: S 82-27-41 W	Length: 443.520	
	North: 570851.20225	East:	1421264.99869
Line	Course: N 07-14-40 W	Length: 824.200	
	North: 571668.82281	East:	1421161.06478
Curve		East: Radius: Tangent:	895.000
	Delta: 22-44-51	rangenc.	100.007
	Chord: 353.003		
	ourse In: S 82-45-20 W		
RF			1420273.20940
	nd North: 572003.35184	East:	
Line	Course: N 29-59-31 W	Length: 270.815	
	North: 572237.90355	East:	
Line	Course: N 29-59-31 W	Length: 130.805	
	North: 572351.19319	East:	
Curve	Length: 6.126	Radius:	
	North: 572351.19319 Length: 6.126 Delta: 90-00-00 Chord: 5.515 Durse In: 5 60-00-29 W	Tangent:	
~	Chora: 5.515	Course:	
RE			1420844.22617
	nd North: 572352.62144	East:	1420842.27665
Line	Course: S 66-39-20 W	Length: 9.440	1420833.60941
T 2	North: 572348.88077	East:	1420055.00541
Line	Course: S 49-41-41 W	Length: 22.080	1420816.77101
Time	North: 572334.59810	Length: 250.750	
Line	Course: S 63-38-04 W	East:	
T i ma	North: 572223.24087	Length: 72.990	1420092.10400
Line	Course: S 68-01-19 W North: 572195.92426		1420524.41869
Curve			1504.500
CUIVE	Length: 114.115 Delta: 4-20-45	Tangent:	
	Derla, 4-20-43	Langence.	U/.UUU

Page 1

Prcl3est.asc Chord: 114.088 Course: S 70-11-42 W Course In: N 21-58-41 W Course Out: S 17-37-56 E End North: 572157.26883 Course: N 20 20 55 Line Course: N 32-30-52 W Length: 325.740 North: 572431.95102 Curve Length: 84.399 Delta: 19-46-41 Chord: 83.981 East: 1420241.99008 Radius: 244.500 Tangent: 42.624 Course: N 42-24-12 W Course In: S 57-29-08 W * Course Out: N 37-42-27 E

 . RP North: 572300.52929
 East: 1420035.81400

 End North: 572493.96387
 East: 1420185.35768

 Curve Length: 58.590
 Radius: 394.500

 Delta: 8-30-34
 Tangent: 29.349

 Chord: 58.536
 Course In: S 37-42-28 W

 Course In: S 37-42-28 W
 Course Out: N 29-11-54 E

 RP North: 572181.85894
 East: 1419944.06789

 End North: 572526.23229
 East: 1420136.51851

 Line Course: N 60-48-06 W Length: 310.490

 North:
 572677.69996
 East:
 1419865.48053

 Curve
 Length:
 110.833
 Radius:
 280.500

 Delta:
 22-38-21
 Tangent:
 56.149

 Chord:
 110.114
 Course:
 N 49-28-56 W

 Course
 In:
 N 29-11-54 E
 Course Out:
 S 51-50-15 W

 RP
 North:
 57272922.55858
 East:
 1419781.77170

 Line
 Course N
 29-00
 45 W
 Length:
 1419781.77170

 Line Course: N 38-09-45 W Length: 40.560

 North:
 572781.13010
 East:
 1419756.70992

 Curve
 Length:
 81.700
 Radius:
 592.500

 Delta:
 7-54-02
 Tangent:
 40.915

 Chord:
 81.636
 Course:
 N 34-12-44 W

 Course
 In:
 N 51-50-15 E
 Course Out:
 S 59-44-17 W

 RP
 North:
 573147.23225
 East:
 1420222.56984

 End North:
 572848.63947
 East:
 1419710.80954

 Line Course: N 30-15-43 W Length: 518.842
 North:
 573296.77912
 East:
 1419449

 Curve
 Length:
 62.832
 Radius:
 40.000

 Delta:
 90-00-00
 Tangent:
 40.000

 Chord:
 56.569
 Course:
 N 75-19
 East: 1419449.33701 Course: N 75-15-43 W
 Course In: 5 59-44-17 W
 Course Out: N 30-15-43 W

 RP North, 573276 62005
 Course Out: N 30-15-43 W
 East: 1419414.78780 East: 1419394 62963 RP North: 573276.62095 End North: 573311.17017 East: 1419394.62963 Line Course: S 59-44-17 W Length: 100.674

 North:
 573260.43510
 East:
 1419307.67443

 Curve
 Length:
 273.203
 Radius:
 250.000

 Delta:
 62-36-49
 Tangent:
 152.043

 Chord:
 259.810
 Course:
 N 88-57-19 W

 Course
 In:
 N 30-15-43 W
 Course Out:
 S 32-21-06 W

 East: 1419307.67443

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RP North: 573476.36772	East:	1419181.68592
End North: 573265.17281	East:	1419047.90733
Curve Length: 162.763	Radius:	125.000
Delta: 74-36-19	Tangent:	
Chord: 151.506	-	S 85-02-57 W
Course In: S 32-21-06 W		N 42-15-13 W
RP North: 573159.57535		1418981.01804
End North: 573252.09732		1418896.96636
Curve Length: 65.632		
Delta: 10-00-52	Tangent:	
Chord: 65.548		S 52-45-13 W
Course In: N 42-15-13 W	Course Out:	S 32-14-21 E
RP North: 573530.03332	East:	1418644.47510
End North: 573212.42464		1418844.78731
Line Course: S 57-45-39 W	Length: 24.400	
North: 573199.40835		1418824.14909
Curve Length: 233.212	Radius:	
Delta: 23-15-31	Tangent:	
Chord: 231.613		S 46-07-54 W
Course In: S 32-14-21 E		N 55-29-52 W
RP North: 572713.47976		1419130.61875
End North: 573038.89851	East:	1418657.17088
Line Course: S 34-30-08 W	Length: 129.402	
North: 572932.25777		1418583.87264
Curve Length: 430.020	Radius:	600.000
Delta: 41-03-50	Tangent:	
Chord: 420.874		S 55-02-03 ₩
Course In: N 55-29-52 W		S 14-26-02 E
RP North: 573272.12069		1418089.41011
		1418238.96775
End North: 572691.05915		1410230.90/13
Line Course: S 75-33-58 W	Length: 406.352	
North: 572589.77074		1417845.44189
Line Course: N 25-11-36 W	Length: 66.163	
North: 572649.64009		1417817.27802
Line Course: N 75-33-58 E	Length: 415.671	
North: 572753:25138	East:	1418219.82873
Curve Length: 430.020	Radius:	600.000
Delta: 41-03-50	Tangent:	224.711
Chord: 420.874		N 55-02-03 E
Course In: N 14-26-02 W		S 55-29-52 E
RP North: 573334.31292		1418070.27109
End North: 572994.45000		1418564.73363
Line Course: N 34-30-08 E	Length: 84.394	
North: 573063.99945		1418612.53761
Line Course: N 34-30-08 E	Length: 4.595	
North: 573067.78621		1418615.14040
Curve Length: 253.915	Radius:	625.500
Delta: 23-15-31	Tangent:	128.730

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Prcl3est.asc Chord: 252.175 Course: N 46-07-54 E Course In: S 55-29-52 E Course Out: N 32-14-21 W RP North: 572713.47912 East: 1419130.61758 End North: 573242.54497 East: 1418796.94173 Line Course: N 57-45-39 E Length: 24.400 North: 573255.56126 East: 1418817.57995 Curve Length: 155.225 Radius: 271.175 Tangent: 79.804 Delta: 32-47-49 Chord: 153.114 Course: N 41-21-45 E Course In: N 32-14-21 W <sup>1</sup> Course Out: S 65-02-10 E RP North: 573484.92886 East: 1418672.92040 End North: 573370.48027 East: 1418918.76060 Line Course: N 24-57-50 E Length: 28.884 North: 573396.66575 East: 1418930.95100 Curve Length: 106.743 Delta: 19-21-15 Chord: 106.236 Radius: 316.000 Tangent: 53.885 Radius: 316.000 Course: N 15-17-12 E Course In: N 65-02-10 WCourse Out: S 84-23-25 ERP North: 573530.03260East: 1418644.47363 East: 1418644.47363 End North: 573499.14304 East: 1418958.96025 Line Course: N 05-36-35 E Length: 22.924 North: 573521.95725 East: 1418961.20111 Curve Length: 92.061 Radius: 334.000 Delta: 15-47-33 Tangent: 46.324 Chord: 91.769 Course: N 13-30-21 E Course In: S 84-23-25 E Course Out: N 68-35-52 W RP North: 573489.30816 End North: 573611.18906 East: 1419293.60153 East: 1418982.63361 Line Course: N 21-24-08 E Length: 40.845 North: 573649.21746 East: 1418997.53848 Line Course: N 21-24-08 E Length: 77.200 North: 573721.09388 Curve Length: 73.882 East: 1419025.70976 Radius: 40.000 Delta: 105-49-40 Tangent: 52.916 Chord: 63.818 Course: N 31-30-42 W Course In: N 68-35-52 W Course Out: N 05-34-28 E Course In: N 60-35 52 RP North: 573735.69039 573775 50123 East: 1418988.46809 End North: 573775.50123 East: 1418992.35365 Line Course: N 05-34-28 E Length: 84.000 North: 573859.10398 East: 1419000.51332 Line Course: S 84-25-32 E Length: 45.522 North: 573854.68201 East: 1419045.82004 Curve Length: 51.782 Radius: 40.000 Delta: 74-10-20 Chord: 48.241 Tangent: 30.237 Course: N 58-29-18 E Course In: N 05-34-28 ECourse Out: S 68-35-52 ERP North: 573894.49285East: 1419049.70560 End North: 573879.89633 East: 1419086.94727

Page 4

|                                                                                | Prcl3est.asc     |               |
|--------------------------------------------------------------------------------|------------------|---------------|
| Line Course: N 21-24-08 E                                                      | Length: 18.847   |               |
| North: 573897.44367                                                            | East:            | 1419093.82478 |
| Curve Length: 25.959                                                           | Radius:          | 333.990       |
| Deĺta: 4-27-12                                                                 | Tangent:         | 12.986        |
| Chord: 25.953                                                                  | <u> </u>         | N 23-37-43 E  |
| Course In: S 68-35-53 E                                                        | Course Out:      | N 64-08-41 W  |
| RP North: 573775.56792                                                         |                  | 1419404.78398 |
| End North: 573921.22080                                                        | East:            | 1419104.22690 |
| Line Course: N 25-51-19 E                                                      | Length: 230.980  |               |
| North: 574129.07934                                                            | East:            | 1419204.95716 |
| North: 574129.07934<br>Curve Length: 77.728<br>Delta: 7-47-09<br>Chord: 77.668 | Radius:          | 572.000       |
| Delta: 7-47-09                                                                 | Tangent:         | 38.924        |
| Chord: 77.668                                                                  | Course:          | N 13-39-23 E  |
| Course In: N 72-27-02 W                                                        |                  | S 80-14-11 E  |
| RP North: 574301.55377                                                         |                  | 1418659.57970 |
| End North: 574204.55193                                                        |                  | 1419223.29474 |
| Curve Length: 266.978                                                          | Radius:          |               |
| Delta: 24-21-28                                                                | Tangent:         |               |
| Chord: 264.969                                                                 | Course:          |               |
| Course In: S 80-14-12 E                                                        | Course Out:      | N 55-52-44 W  |
| RP North: 574098.05642                                                         | East:            | 1419842.19918 |
| End North: 574450.32929                                                        | East:            | 1419322.30705 |
| Line Course: N 55-52-44 W                                                      | Length: 88.493   |               |
| North: 574499.96891                                                            | East:            | 1419249.04779 |
| Line Course: N 21-24-08 E                                                      | Length: 681.027  |               |
| North: 575134.03342                                                            | East:            | 1419497.56333 |
| Line Course: N 43-38-33 W                                                      | Length: 631.791  |               |
| North: 575591.23538                                                            | East:            | 1419061.52865 |
| Line Course: N 13-18-52 W                                                      | Length: 23.240   |               |
| North: 575613.85070                                                            |                  | 1419056.17659 |
| Line Course: N 07-53-05 E                                                      | Length: 213.299  |               |
| North: 575825.13319                                                            |                  | 1419085.43704 |
| Line Course: N 46-21-27 E                                                      | Length: 200.807  |               |
| North: 575963.72145                                                            | East:            | 1419230.75306 |
| Line Course: S 43-38-33 E                                                      | Length: 1408.193 | 3             |
| North: 574944.66833                                                            | East:            | 1420202.62664 |
| Line Course: S 09-24-21 E                                                      | Length: 418.200  |               |
| North: 574532.09080                                                            | East:            | 1420270.97156 |
| Line Course: S 29-56-04 E                                                      | Length: 1681.440 | ) .           |
| North: 573074.96008                                                            | - East:          | 1421110.02492 |
| Line Course: S 59-55-00 W                                                      | Length: 556.560  |               |
| North: 572795.97935                                                            | East:            | 1420628.43507 |
| Line Course: S 30-05-00 E                                                      | Length: 625.590  |               |
| North: 572254.65803                                                            | East:            | 1420942.01772 |
| Line Course: N 59-44-00 E                                                      | Length: 133.094  |               |
| North: 572321.74076                                                            | - East:          | 1421056.96954 |
| Line Course: N 29-10-00 W                                                      | Length: 119.179  |               |
| North: 572425.80855                                                            | East:            | 1420998.88744 |
|                                                                                |                  |               |

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Page 5

Prcl3est.asc Line Course: N 59-55-00 E Length: 420.230 North: 572636.45264 East: 1421362.51131 Line Course: S 29-55-51 E Length: 444.447 North: 572251.28227 East: 1421584.27000 Perimeter: 18302.490 Area: 5,244,463 sq.ft. 120.40 acres Mapcheck Closure - (Uses listed courses, radii, and deltas) Error Closure: 0.00160 Course: N 12-55-26 E Error North: 0.001558 East: 0.000357 Precision 1: 11,451,918.006

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|--------------|-------------------------|---------|-----------|---------------|
| <b>T</b> - 4 |                         |         |           |               |
| LOT N        | ame: EAST4              |         |           |               |
| No           | rth: 575683.33826       | East    | : 1415190 | 0.93068       |
|              | Course: N 56-11-06 E .  |         |           |               |
|              | North: 575921.82807     | -       | East:     | 1415546.98083 |
| Line         | Course: N 09-30-27 W    | Length: | 3.814     |               |
|              | North: 575925.58968     | 2       | East:     | 1415546.35085 |
| Line         | Course: N 56-02-41 E    | Length: | 315.610   |               |
|              | North: 576101.87227     |         |           | 1415808.14107 |
| Line         | Course: N 17-58-36 E    | Length: | 740.810   |               |
|              | North: 576806.51762     |         | East:     | 1416036.77701 |
| Line         | Course: S 86-02-24 E    | Length: | 46.720    |               |
|              | North: 576803.29113     |         | East:     |               |
| Line         | Course: N 25-01-07 E    | Length: | 570.940   |               |
|              | North: 577320.66009     | -       | East:     | 1416324.84320 |
| Line         | Course: N 37-32-43 E    | Length: | 591.020   |               |
|              | North: 577789.26332     |         |           | 1416685.00381 |
| Line         | Course: N 82-59-01 E    |         | 725.624   |               |
|              | North: 577877.90064     |         |           | 1417405.19379 |
| Line         | Course: S 43-38-33 E    |         | 2645.138  |               |
|              | North: 575963.71974     |         |           | 1419230.75303 |
| Line         | Course: S 46-21-27 W    | Length: | 200.807   |               |
|              | North: 575825.13148     |         |           | 1419085.43701 |
| Line         | Course: S 07-53-05 W    | Length: | 213.299   |               |
|              | North: 575613.84900     |         | East:     | 1419056.17656 |
| Line         | Course: S 13-18-52 E    |         | 23.240    |               |
|              | North: 575591.23367     |         |           | 1419061.52862 |
| Line         | Course: S 43-38-33 E    | Length: | 631.791   |               |
|              | North: 575134.03171     |         |           | 1419497.56329 |
| Line         | Course: S 21-24-08 W    | Length: | 681.027   |               |
|              | North: 574499.96720     |         |           | 1419249.04776 |
| Line         | Course: S 55-52-44 E    | Length: | 88.493    |               |
|              | North: 574450.32758     |         |           | 1419322.30702 |
| Curve        |                         |         | Radius:   |               |
|              | Delta: 24-21-28         | •       | Tangent:  | 135.535       |
|              | Chord: 264.969          |         | Course:   | S 21-56-32 W  |
|              | Course In: 5 55-52-44 E |         |           | N 80-14-12 W  |
|              | RP North: 574098.05471  |         |           | 1419842.19915 |
|              | Ind North: 574204.55022 |         |           | 1419223.29471 |
| Curve        | e Length: 77.728        |         |           | 572.000       |
|              | Delta: 7-47-09          |         | Tangent:  |               |
| _            | Chord: 77.668           | ~       |           | S 13-39-23 W  |
| C            | Course In: N 80-14-11 W | Cou     | rse Out:  | 5 12-21-02 E  |
|              |                         |         | _         |               |

|                                                   | Prcl4est.asc     |                                |
|---------------------------------------------------|------------------|--------------------------------|
| RP North: 574301.55206                            |                  | 1418659.57967                  |
| End North: 574129.07763                           |                  |                                |
| Line Course: S 25-51-19 W                         | Length: 230.980  |                                |
| North: 573921.21909                               | East:            | 1419104.22686                  |
| Curve Length: 25.959                              | Radius:          |                                |
| Delta: 4-27-12                                    | Tangent:         |                                |
| Chord: 25.953                                     | Course:          | S 23-37-43 W                   |
| Course In: S 64-08-41 E                           | Course Out:      | N 68-35-53 W                   |
| RP North: 573775.56622                            | Fast             |                                |
| End North: 573897.44197                           |                  |                                |
| Line Course: 5 21-24-08 W                         | Length: 18.847   |                                |
| North: 573879.89462                               |                  | 1419086.94724                  |
| Curve Length: 51.782                              | Radius:          |                                |
| Delta: 74-10-20                                   | Tangent:         |                                |
| Chord: 48.241                                     | Course:          |                                |
| Course In: N 68-35-52 W                           |                  |                                |
| RP North: 573894.49114                            |                  | 1419049.70557                  |
| End North: 573854.68031                           | East:            | 1419045.82001                  |
| Line Course: N 84-25-32 W                         | Length: 45.522   | 11100000000                    |
| North: 573859.10227                               | East:            | 1419000.51329                  |
| Line Course: S 05-34-28 W                         | Length: 84.000   | 1410000.01020                  |
| North: 573775.49952                               |                  | 1418992.35362                  |
| Curve Length: 73.882                              | Radius:          |                                |
| Delta: 105-49-40                                  | Tangent:         |                                |
| Chord: 63.818                                     |                  | S 31-30-42 E                   |
| Course In: S 05-34-28 W                           |                  | S 68-35-52 E                   |
| RP North: 573735.68869                            |                  | 1418988.46806                  |
| End North: 573721.09217                           |                  | 1419025.70973                  |
| Line Course: S 21-24-08 W                         | Length: 77.200 - |                                |
| North: 573649.21575                               |                  | 1418997.53845                  |
| Line Course: N 65-12-17 W                         | Length: 137.661  | 112000,0000,000                |
| North: 573706.94765                               | East:            | 1418872.56814                  |
| Line Course: S 19-43-35 W                         | Length: 89.021   | 11200,2.00021                  |
| North: 573623.15083                               |                  | 1418842.52098                  |
| Line Course: N 55-01-29 W                         | Length: 29.999   | 1110012.02000                  |
| North: 573640.34694                               | East:            | 1418817.93982                  |
| Line Course: S 34-58-32 W                         | Length: 590.000  | 141001/.00002                  |
| North: 573156.90290                               | East:            | 1418479.73594                  |
| Line Course: S 55-01-28 E                         | Length: 162.072  | 14101/0./0001                  |
| North: 573063.99887                               | East:            | 1418612.53720                  |
| Line Course: S 34-30-08 W                         | Length: 84.394   | 1410012.00720                  |
| North: 572994.44942                               |                  | 1418564.73322                  |
|                                                   | Radius:          |                                |
| Curve Length: 430.020                             | Tangent:         |                                |
| Delta: 41-03-50<br>Chard: 420 874                 | -                |                                |
| Chord: 420.874                                    | Course:          | S 14-26-02 E                   |
| Course In: N 55-29-52 W                           | COURSE ONE:      | 3 14-20-02 B                   |
| DD Maile 570004 01004                             |                  |                                |
| RP North: 573334.31234<br>End North: 572753.25080 | East:            | 1418070.27068<br>1418219.82832 |

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Page 2

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|----------------------------------------|-----------------|---------------|
| Line Course: S 75-33-58 W              | Length: 415.671 |               |
| North: 572649.63951                    | -               | 1417817.27761 |
| Line Course: N 25-11-36 W              | Length: 876.060 |               |
| North: 573442.36569                    | East:           | 1417444.36164 |
| Curve Length: 30.131                   | Radius:         | 11509.170     |
| Delta: 0-09-00                         | Tangent:        | 15.065        |
| Chord: 30.131                          |                 | N 25-16-06 W  |
| Course In: S 64-48-24 W                |                 | N 64-39-24 E  |
| RP North: 568543.21118.                |                 | 1407029.98315 |
| End North: 573469.61365                |                 | 1417431.50000 |
| Curve Length: 30.262                   |                 | 5779.610      |
| Delta: 0-18-00                         | Tangent:        |               |
| Chord: 30.262                          |                 | N 25-29-36 W  |
| Course In: S 64-39-24 W                |                 | N 64-21-24 E  |
| RP North: 570995.70068                 |                 | 1412208.12501 |
| End North: 573496.92914                |                 | 1417418.47508 |
| Curve Length: 30.393                   |                 | 3869.740      |
| Delta: 0-27-00                         | Tangent:        |               |
| Chord: 30.393                          |                 | N 25-52-06 W  |
| Course In: S 64-21-24 W                |                 | N 63-54-24 E  |
| RP North: 571822.23071                 |                 | 1413929.88328 |
| End North: 573524.27655                |                 | 1417405.21457 |
| Curve Length: 30.524<br>Delta: 0-36-00 |                 | 2914.840      |
| Chord: 30.524                          | Tangent:        | N 26-23-36 W  |
| Course In: S 63-54-24 W                |                 | N 63-18-24 E  |
| RP North: 572242.22884                 |                 | 1414787.45868 |
| End North: 573551.61883                |                 | 1417391.64571 |
| Curve Length: 30.655                   |                 | 2341.880      |
| Delta: 0-45-00                         | Tangent:        |               |
| Chord: 30.655                          |                 | N 27-04-06 W  |
| Course In: 5 63-18-24 W                |                 | N 62-33-24 E  |
| RP North: 572499.61109                 |                 | 1415299.35470 |
| End North: 573578.91594                |                 | 1417377.69610 |
| Curve Length: 449.649                  | Radius:         | 1959.910      |
| Delta: 13-08-42                        | Tangent:        | 225.814       |
| Chord: 448.661                         | Course:         | N 34-00-57 W  |
| Course In: S 62-33-24 W                | Course Out:     | N 49-24-42 E  |
| RP North: 572675.65003                 |                 | 1415638.34050 |
| End North: 573950.80589                | East:           | 1417126.70361 |
| Line Course: N 84-51-44 W              | Length: 36.059  |               |
| North: 573954.03501                    |                 | 1417090.78949 |
| Curve Length: 223.767                  |                 | 1934.910      |
| Delta: 6-37-34                         | Tangent:        |               |
| Chord: 223.643                         |                 | N 44-39-57 W  |
| Course In: S 48-38-50 W                |                 | N 42-01-16 E  |
| RP North: 572675.65272                 |                 | 1415638.33796 |
| End North: 574113.09393                | East:           | 1416933.57519 |

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Prcl4est.asc Line Course: N 47-58-44 W Length: 2345.739 North: 575683.34189 East: 1415190.92984

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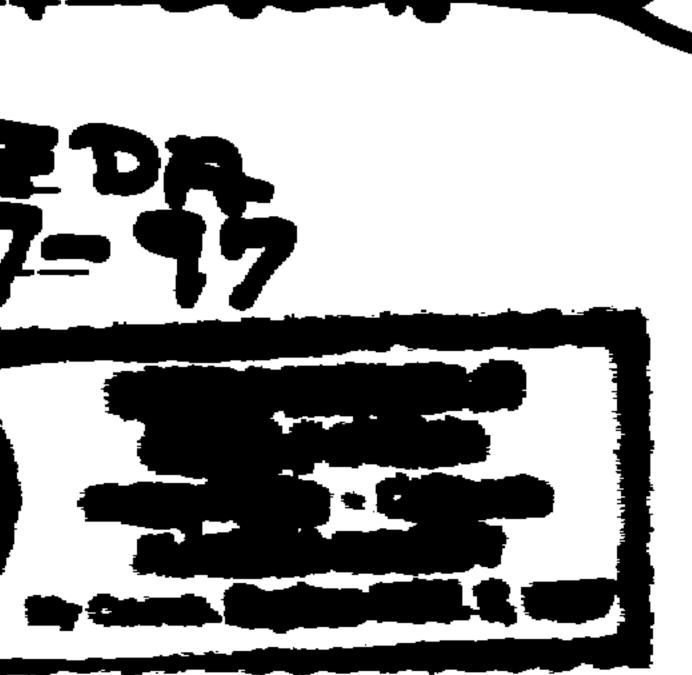
Perimeter: 14881.825 Area: 12,044,439. sq.ft. 276.50 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.00373 Course: N 12-55-12 W
Error North: 0.003632 East: -0.000833
Precision 1: 3,993,382.197

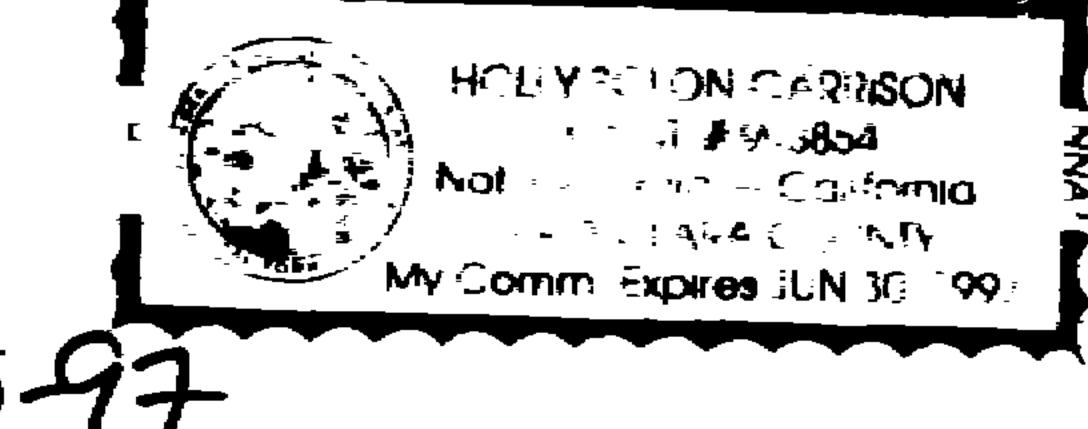
OWNER'S STATEMENT The undersigned are the only persons having any record title interest in the land subdivided and shown on this map, do hereby consent to the preparation and recordation of this map, and are all who are necessary to pass clear title to the land subdivided and shown hereon. The undersigned hereby irrevocably offer for dedication: Parcel B (Main Gate Road), Palm Drive, Hangar Avenue, 5th Street, Escolta Avenue, and San Pablo Avenue in fee to the City for public street purposes; Parcel C and D to Novato Sanitary District; Parcel F and G in fee to the City; Public Utility and Pacific Bell Easements for public utility purposes. The easements hereinbefore offered for dedication shall be kept open and free from permanent buildings and structures of any kind, except for those specifically allowed by the City of Novato. The local agency or any other municipal corporation, agency, public utility company, or district shall have the right of access into and upon all all such easements for the purpose of improving, maintaining and repairing such easements and facilities within them; however said right shall not impose upon local agency, corporation , agency, company or district the obligation of maintenance, improvement, or repair. Parcel E is a one foot wide parcel along the southerly side of Hangar Avenue and San Pablo Avenue, to be retained by The New Hamilton Partership. Parcel F is a one foot wide parcel along the northerly and southerly side of Main Gate and Palm Drive, westerly side of a portion of Escolta Avenue, and the southerly side of a portion of 5th Street, dedicated to the City for the purpose of roadway and landscaping. Parcel G is dedicated for public park purposes. OWNERS: The New Hamilton Partnership L.P., A Delaware Limited Partnership By: Hamilton Whitehall Stone Corp., A Delaware Corporation, it's general partner <u>LU10</u> TRUSTEE'S STATEMENT "The undersigned, as trustee under the deed of trust recorded June 26, 1995 as N.O. 95-029153 Marin County Records. does hereby consent to the execution of the foregoing owner's certificate and to the preparation and recordation of of this map and all deeding and dedications thereon. CHICAGO TITLE COMPANY OF ALAMEDA COUNTY BY Executive Vice President ACKNOWLEDGEMENT State of California County of ALAMON) 12-12:75 \_\_\_\_, before me, the undersigned, personally On appeared \_\_\_\_Paus\_Voseful to me on the basis of satisfactory evidence ) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, excuted the instrument. WITNESS my hand; Signature \_\_\_\_\_ Print Name: Notary Public in and for said County of ALAMEDA and State of California. My comission expires\_\_\_\_\_ ACKNOWLEDGEMENT State of California County of Alameda On <u>LA-15-95</u>, before me, the undersigned, personally appeared <u>Ko. I. Own K</u> me ( <u>or proved to me on the basis of satisfactory evidence</u> ) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/ their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand; Signature \_ Print Name: HOILI SOIDI- OHMISON Notary Public in and for said County of Alangely and State of California. My comission expires 6-30-77 79-11 - H

(DEED OF TRUST)

personally known to me (or proved



personally known to



, John G. Stuber, state that I am a Licensed Land Surveyor under the laws of the State of California, that the surveying and checking of the map shown hereon was done by me or under my direction during the month of February, 1994; that the survey is true and complete as shown; that the monuments are of the character and occupy or will occupy the positions shown on this map within two year of the date of filing of this map, and that a survey of the property can be retraced from said monuments.

Signed the 13 of DECEMBER, 1995. JUDHN C STUDENTOT John GITStuber  $\frac{1}{340}$ , #  $\frac{1}{30}$ CITY

I, the undersigned, City Engineer for the City of Novato, State of California, do hereby state that I have examined this final map, that the subdivision as shown hereon is substantially the same as it appeared on the Tentative Map and any approved alterations thereof, that all provisions of Chapter 2 of the Subdivision Map Act and any local ordinances applicable atthe time of the approval of the Tentative Map have been complied with and I am satisfied that said map is technically correct.

Signed this 13th day of Jacomber Shomas A. Wan City Engineer, City of Novato, State of Califor License Expires <u>3/3//27</u> R.C.E. # 14888

# CLERK OF THE BOARD OF SUPERVISORS

', the undersigned, Clerk of the Board of Supervisors of the County of Marin, State of California, do hereby state that a good and sufficient bond approved by and in the amount fixed by said Board of Supervisors has been filed with said Board and that said bond by its terms is made to inure to the benefit of said County of Marin and is conditioned for the payment of all taxes, which may be at the time of recording of this map a lien against the tract or subdivision of land thereon or any part thereof, but not yet payable.



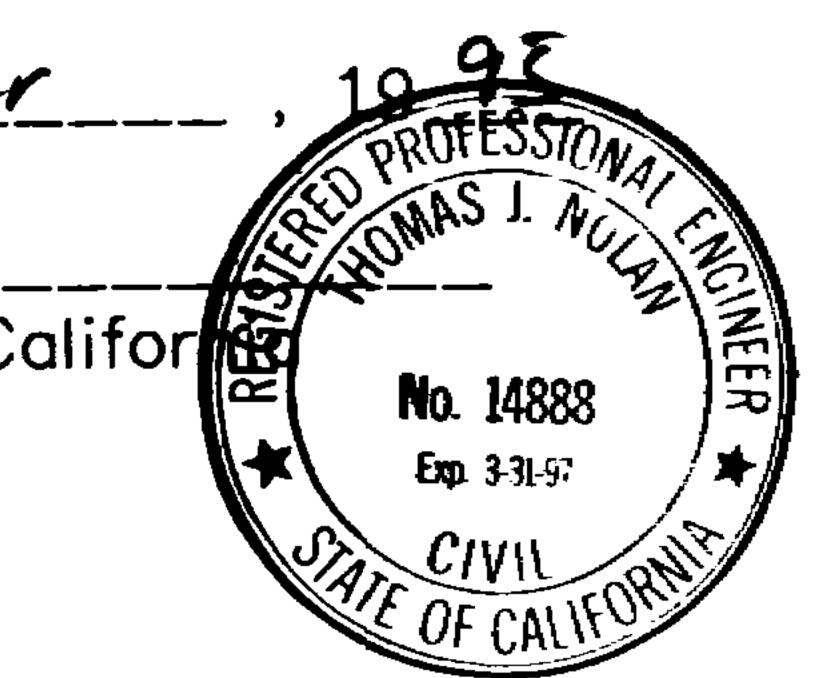
# CITY CLERK'S STATEMENT

The City Council of the City of Novato, State of California, at a regular meeting held on the <u>Lth\_\_</u> day of <u>December\_\_\_\_</u>, 1995, examined the Map of Hamilton Field and the City Council by Resolution No. 138-95 duly passed at the meeting aforesaid, approved this map and, on behalf of the public, conditionally accepted the offer of Parcel B (Main Gate Road), Palm Drive, Hangar Avenue, 5th Street, Escolta Avenue, and San Pablo Drive in fee for public street purposes subject to improvements and owner's agreement to maintain the property subject to construction of the improvements and until acceptance of the improvements by the City pursuant to the Subdivision Improvement Agreement; Parcel C and D to Novato Sanitary District; Parcel F, in fee, for a one foot wide parcel to the City for roadway and landscaping purposes; Public Utility and Pacific Bell Easements for public utility purposes offered for dedication herein. The offer of dedication for Parcel G for public park purposes is rejected and the City shall subsequently accept the dedication upon completion of, and accepted by the City, the improvements to Parcel G pursuant to the Subdivision Improvement Agreement. No.

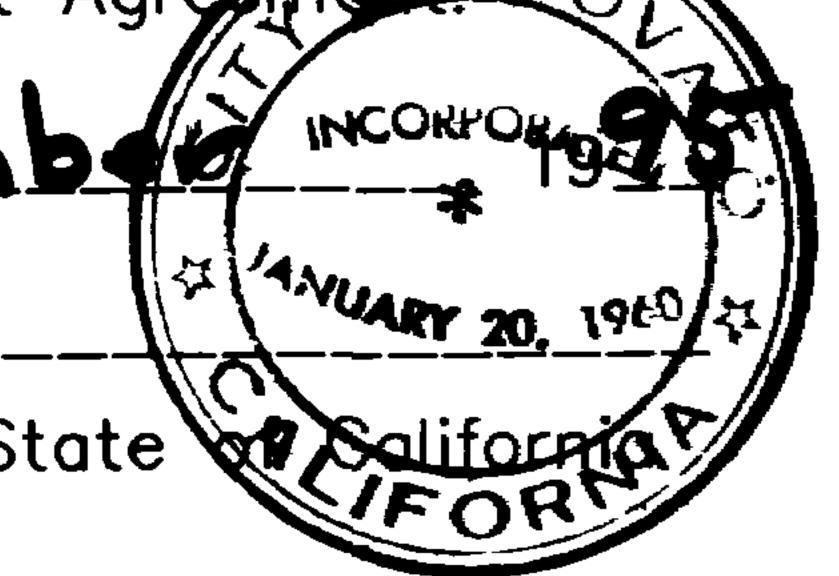
Signed this 13th day of December 1995 City Clerk of the City of Novato, State For

6-30-96 Expires

# STATEMENT



Supervisions of the Sounty of Marin



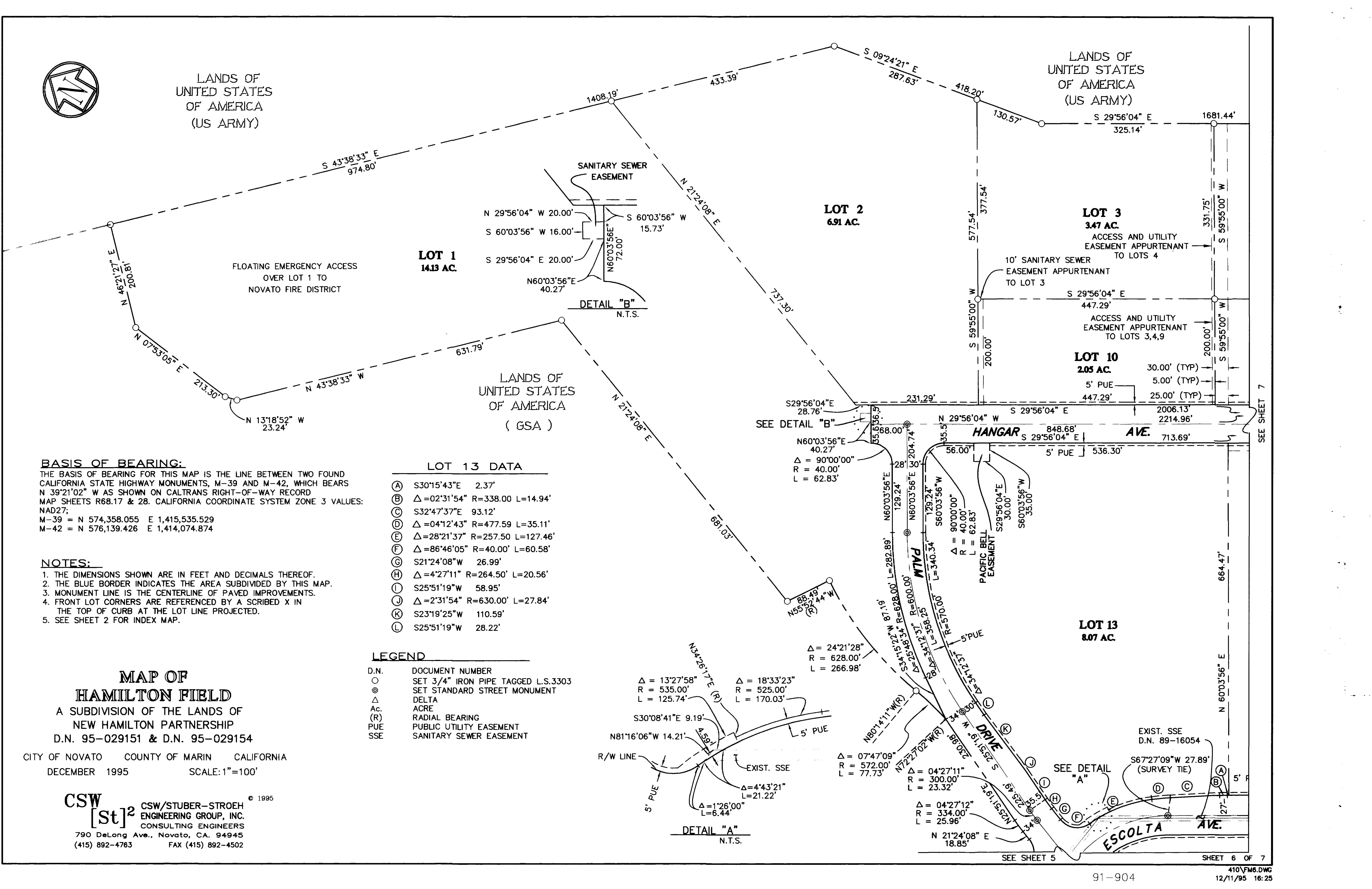
COUNTYTAX , the undersigned, on Marin and Cities there are no liens for unpaid collected as taxes, ex against the tract or therof. Signed this 13\_\_\_ Tax Collector County of Marin and State of California BY <u>June 7.</u> Deputy RECORDER'S Filed this <u>18th</u> day in Book <u>\_\_\_\_</u> of the City of Novato. Serial No. <u>95-609</u> Jan C Thay County Recorder SOIL REPOR A soil report dated M, prepared by Geomatrix subdivision has been Development Departme OWNER'S OF Signatures of owners under the provisions Their interest is such signatures are not req NAMES Marin Municipal Water Distrtict Pacific Telephone & Telegraph City of Novato State Of California Novato Sanitary Sewer District PG & E U.S.A. U.S.A. CITY

Portions of A.P. # 157-018-19 & 24

CAN F

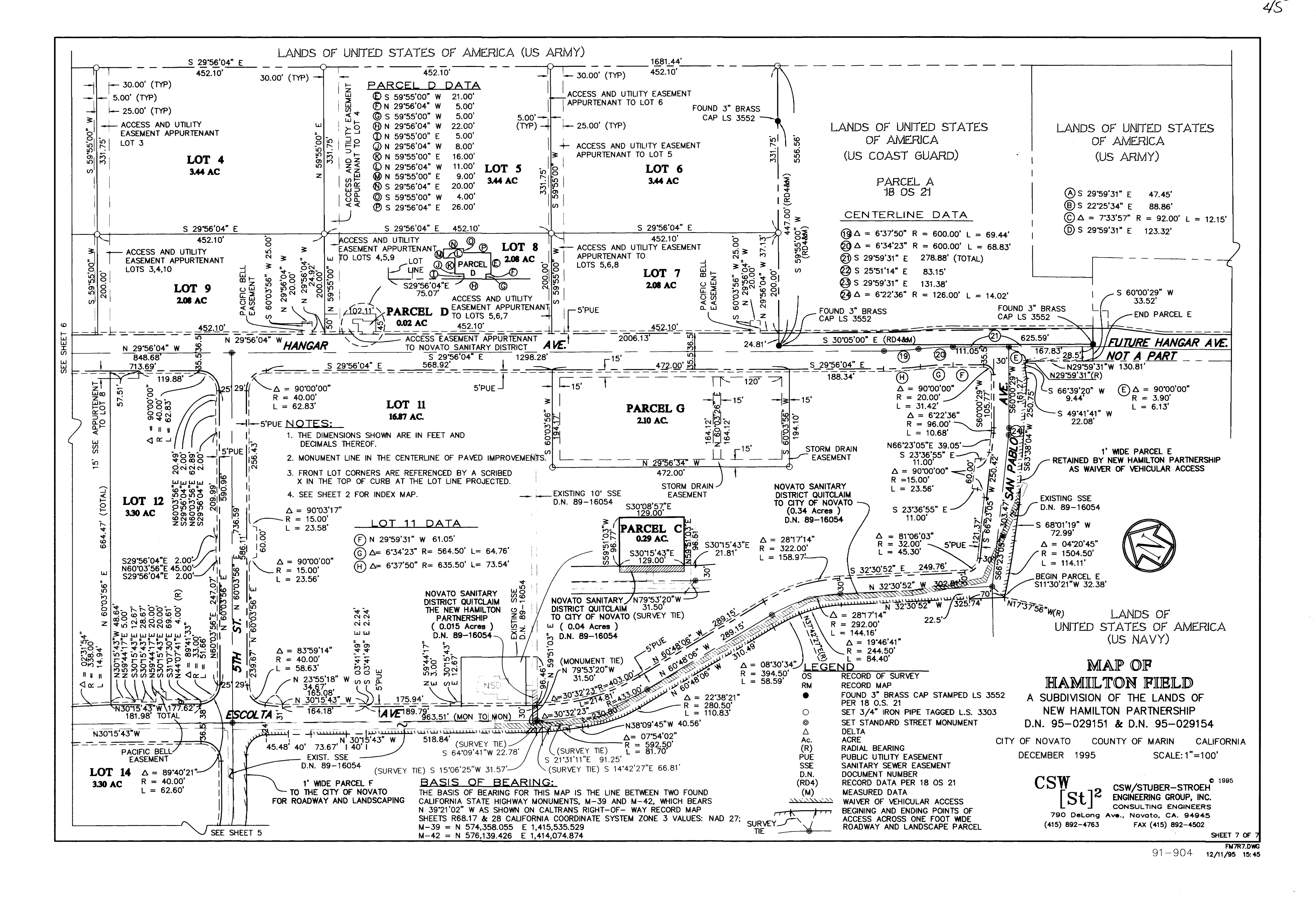
| COLLECTOR                                                                     | 'S STATEMENT                                                                                                                              |
|-------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| ein, State of California,<br>id taxes, County or Cit                          | lector of the County of<br>hereby state that there<br>y, or special assessments<br>assessments not yet payable<br>which ereon or any part |
| lay of <u>December</u>                                                        | , 19 <b>_25</b>                                                                                                                           |
| Cities therein                                                                |                                                                                                                                           |
| lispoulos .                                                                   |                                                                                                                                           |
|                                                                               |                                                                                                                                           |
| S T A T E M E N                                                               |                                                                                                                                           |
| y of <u>December</u><br>f Maps at Page <u>45</u>                              | , 19 <i>95</i> at <u>10:15 AM</u><br>at the request of                                                                                    |
| 140 Fee <u>18</u> 25                                                          | 60                                                                                                                                        |
| en <u>haven</u>                                                               | 2 mall                                                                                                                                    |
| Deputy                                                                        |                                                                                                                                           |
|                                                                               |                                                                                                                                           |
| T S T A T E M E N                                                             |                                                                                                                                           |
| ARCH 27th 1995<br>ix Consultants , Inc. s<br>filed with the local age<br>ent. | pecifically for this<br>ency's Cømmunity                                                                                                  |
| INTEREST                                                                      |                                                                                                                                           |
| of Section 66436 of th                                                        | nents have been omitted<br>ne Subdivision Map Act;<br>nto a Fee Title and such<br>g body.                                                 |
| RECORD DATA                                                                   | NATURE OF EASEMENT                                                                                                                        |
| D.N. 83–037398                                                                | Water pipe line                                                                                                                           |
| D.N. 83-042440                                                                | Vehicular & pedestrian access                                                                                                             |
| D.N. 83–034145                                                                | Vehicular & pedestrian access                                                                                                             |
| D.N. 85-002142<br>D.N. 85-002144                                              | Ingress & egress                                                                                                                          |
| D.N. 89–016054                                                                | Sewer line                                                                                                                                |
| 1261 OR 264                                                                   | Sewer line<br>Power Line                                                                                                                  |
| 246 OR 194<br>247 OR 142                                                      | Power Line                                                                                                                                |
| D.N. 83-40650<br>D.N. 95-029151                                               | Natural gas line<br>Access for environmental                                                                                              |
| D.N. 30 023101                                                                | investigation, and mineral rights, below 100 feet.                                                                                        |
| D.N. 95–029154                                                                | Ingress and egress, operation<br>of utility line and drainage,<br>access for environmental<br>investigation                               |
| እብለ ሙ 🧥 🖛                                                                     |                                                                                                                                           |
| MAP OF<br>HAMILTON F                                                          |                                                                                                                                           |
| A SUBDIVISION OF THE<br>NEW HAMILTON PART                                     | LANDS OF<br>NERSHIP                                                                                                                       |
| D.N. 95-029151 & D.N.<br>OF NOVATO COUNTY OF<br>DECEMBER 1995                 |                                                                                                                                           |
|                                                                               |                                                                                                                                           |
| [St] <sup>2</sup> ENGINEERII<br>CONSULTI                                      | BER-STROEH<br>NG GROUP, INC.<br>NG ENGINEERS                                                                                              |
| <b>790 DeLong Ave., Novat</b><br>(415) 892–4763                               | O, CA. 94945<br>- SHEET 1 OF 7                                                                                                            |
| +7762 91-90                                                                   | $410\FM1.dwg$                                                                                                                             |
| $\cdot \cdot \cdot \cdot \cdot \cdot = \exists 0$                             | 4 12/11/95 15:56                                                                                                                          |

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| Õ          | S32'47'37"E 93.12'             |
|------------|--------------------------------|
| Ď          | △=04*12'43" R=477.59 L=35.11'  |
| E          | ∆=28°21'37" R=257.50 L=127.46' |
| Ē          | ∆=86*46'05" R=40.00' L=60.58'  |
| G          | S21*24'08"W 26.99'             |
| H          | ∆=4'27'11" R=264.50' L=20.56'  |
| $\bigcirc$ | S25*51'19"W 58.95'             |
| Ō          | ∆=2'31'54" R=630.00' L=27.84'  |
| K          | S23"19'25"W 110.59'            |
|            | S25'51'19"W 28.22'             |
|            |                                |
| EGE        | ND                             |
| NI         |                                |

| .N.    | DOCUMENT NUMBER                    |
|--------|------------------------------------|
| )<br>) | SET 3/4" IRON PIPE TAGGED L.S.3303 |
| 0      | SET STANDARD STREET MONUMENT       |
| 7      | DELTA                              |
| C.     | ACRE                               |
| R)     | RADIAL BEARING                     |
| UE     | PUBLIC UTILITY EASEMENT            |
| SE     | SANITARY SEWER EASEMENT            |
|        |                                    |



W fue beek WHEN RECORDED RETURN TO:

U.S. ARMY CORPS OF ENGINEERS SACRAMENTO DISTRICT ATTN: CESPK-RE-MC 1325 J STREET SACRAMENTO, CA 95814-2922

# 2004-0082659

| Recorded<br>Official Records<br>County Of<br>Marin<br>JOAN C. THAYER<br>Recorder | ) REC FEE<br> <br> <br> <br> <br> | . 00 |
|----------------------------------------------------------------------------------|-----------------------------------|------|
| 08:00AM 23-Sen-2004                                                              | IBA<br>IBA<br>IDane 1 of 4        |      |

NO DOCUMENTARY TAX DUE

Attorney CLT#321604-CB

# QUITCLAIM DEED AFFECTING POWERS OF TERMINATION

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the UNITED STATES OF AMERICA, hereinafter referred to as the GRANTOR, acting by and through the Deputy Assistant Secretary of the Army (1&H) pursuant to a delegation of authority from the Secretary of the Army, under and pursuant to the power and authority contained in the National Defense Authorization Act for fiscal year 1996, Public Law No. 104-106, Section 2864, does hereby REMISE, RELEASE AND QUITCLAIM to the CITY OF NOVATO, a municipal corporation located in Marin County, California, hereinafter referred to as the GRANTEE, GRANTOR'S Powers of Termination (as hereinafter defined) in real property consisting of approximately 4.11 acres, more particularly described as GSA Sale Parcel Phase 2, Stage 3, Lot 7 of that certain map titled "HAMILTON FIELD – PHASE 2, STAGE 3 (BOOK 1999 MAPS PAGE 134)", herein after referred to as GSA Sale Parcel Phase 2, Stage 3, Lot 7, which exhibits are AVAILABLE FOK VIEWING AT CALIFORNIA LAND TIME

COMPANY, 700 IRWIN ST # 100 SAN RAFAR, CA. 94901.

1. Lot 7 of GSA Sale Parcel Phase 2, Stage 3, is a portion of the 82.11 acres of real property conveyed in that certain Quitclaim Deed (Deed 1) located within the formerly designated Hamilton Army Airfield, situated in Marin County, in the State of California, signed by **GRANTOR** August 13, 1997 and recorded as # 97-057878 in the Office of the County Recorder of Marin County.

2. Deed 1 contained various covenants, conditions, restrictions, provisions, and limitations, including but not limited to the restrictions under paragraphs II.A. & II.B. of Deed 1, that the property be used only for a school, classroom or other educational purposes or as a public park or recreation area and the retention by **GRANTOR** under paragraph II. B. 1. of the right of entry and power to terminate the fee interest of the **GRANTEE** received by Deed 1 unless

specified restrictions were complied with. These paragraph II.A., II.B. and II.B.1. restrictions and rights granted by Deed 1 are collectively called "Powers of Termination".

3. This Quitclaim Deed is executed for the sole purpose of conveying to the GRANTEE the Powers of Termination in Lot 7 of GSA Sale Parcel Phase 2, Stage 3, and releases only those specific restrictions referred to in paragraphs II.A. and II.B. of Deed 1 as they pertain to Lot 7 of GSA Sale Parcel Phase 2, Stage 3, and releases the rights of entry and possession required to exercise reversionary rights referred to in paragraph II.B.1. as they pertain to Lot 7 of GSA Sale Parcel Phase 2, Stage 3. This conveyance shall have no effect whatsoever on the Powers of Termination on the remaining real property conveyed in Deed 1 and the remaining covenants, conditions, provisions, mitigations, and limitations of Deed 1. All other provisions of Deed 1 shall remain in full force and effect and the GRANTEE, its successors, and assigns, shall be bound by all remaining covenants, conditions, restrictions, mitigation's, limitations and provisions set forth in Deed 1.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed by the Deputy Assistant Secretary of the Army (I&H), and the seal of the Department of the Army to be hereto affixed this 10 //m day of  $\alpha_{ugust}$ , 200 //.

BY Joseph W. Whitaker

Joseph W. Whitaker Deputy Assistant Secretary of the Army (Installations and Housing) OASA(I&E)

# ACKNOWLEDGMENT

COMMONWEALTH of VIRGINIA ) COUNTY OF ARLINGTON ) ss:

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, County of Arlington, whose commission as such expires on the <u>3044</u> day of <u>November</u>, <u>2001</u>, do hereby certify that this day personally appeared before me in the Commonwealth of Virginia, County of Arlington, Joseph W. Whitaker, Deputy Assistant Secretary of the Army, (Installations and Housing), OASA (I&E), whose name is signed on the foregoing instrument and acknowledged the foregoing instrument to be his free act and deed, dated this <u>1044</u> day of <u>Luguet</u> <u>2004</u>, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.

Given under my hand this <u>1044</u> day of <u>Curguest</u>, <u>2004</u>.

NOTARY PUBLIC

# CERTIFICATE OF ACCEPTANCE BY CITY OF NOVATO

This is to certify that the above described property is hereby accepted by the undersigned on behalf of the Novato Pubic Finance Authority pursuant to authority granted.

CITY OF NOVATO, a municipal corporation

Date: 7/21/04

By: Mary Neila\_ Its: Asst. lity manager\_\_\_\_\_

## STATE OF CALIFORNIA COUNTY OF <u>MARIN</u>

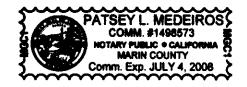
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On <u>September 21, 2004</u> before me, the undersigned, a Notary Public in and for said County and State, personally appeared: <u>Mary Neilan</u> personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are

subscribed to the within instrument and acknowledged to me that he/ she/ they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s), acted, executed the instrument.

WITNESS my hand and official seal.

Later L. Meders Signature



MARIN COUNTY OFFICIAL RECORDS

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RECORDED AT REQUES

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214424.50 WHEN RECORDED RETURN TO:

U.S. ARMY CORPS OF ENGINEERS SACRAMENTO DISTRICT ATTN: CESPK-RE-MC **1325 J STREET** SACRAMENTO, CA 95814-2922

NO DOCUMENTARY TAX DUE

97-057878 Red Fee hecoided Official Records County of MARIN JUAN C THAYER Recorder 12:55pm 10 Det 37

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Total

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Attorney

Ata: 157.62.36 HW 157.186.33

**QUITCLAIM DEED** 

THIS DEED, by and between the UNITED STATES OF AMERICA, hereinafter referred to as the GRANTOR, acting by and through the Secretary of the Army, under and pursuant to the power and authority contained in the National Defense Authorization Act for fiscal year 1996, Public Law No. 104-106, Section 2864, and the CITY OF NOVATO, a municipal corporation located in Marin County, California, hereinafter referred to as the GRANTEE.

# WITNESSETH THAT:

WHEREAS, the GRANTOR is the owner of certain real property located within the formerly designated Hamilton Army Airfield, situated in Marin County, in the State of California, a portion of which is to be herein conveyed, that portion is hereinafter referred to as the "Property", consisting of approximately 82.11 acres and more fully described in EXHIBIT "A" attached hereto and made a part hereof; and

WHEREAS, the GRANTOR, in consultation with the California State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation, have determined that the Property contains buildings, structures, and other properties that contribute to the significance of the Hamilton Field Historic District. A Memorandum of Agreement was executed between the Army, GSA, the SHPO, and the Advisory Council, approved April 26, 1994, to resolve any adverse affects; and

WHEREAS, with regard to the Property, the Government has fulfilled the

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requirements of the Siewart B. McKinney Homeless Assistance Act, 40 U S C § 11411, and

NOW, THEREFORE, the GRANTOR, for and in consideration of the monetary sum of one dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, and for the performance by the GRANTEE of the covenants, conditions, reservations, and restrictions hereinafter contained. does hereby REMISE, RELEASE, and QUITCLAIM to the GRANTEE, its successors and assigns, all right, title, interest, claim and demand which the GRANTOR has in and to the Property, described in EXHIBIT A

TOGETHER WITH all buildings, facilities, utility systems, utilities, utility lines and poles, conduits, infrastructure, roadways, railroads, bridges and improvements thereon and appurtenances thereto; all easements, reservations and other rights thereto owned by the GRANTOR; all hereditaments and tenements therein and reversions, remainders, issues, profits, and other rights belonging to or releated thereto; and all mineral rights owned by GRANTOR and not otherwise hereinafter excluded, now existing on, within and under the subject parcels of the **Property**.

I This conveyance is made subject to the following EXCLUSIONS and RESERVATIONS:

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A. The GRANTOR reserves a right of access to any and all portions of the Property for purposes of environmental investigation, remediation, or other corrective action. This reservation includes the right of access to and use of, to the extent permitted by law, any available utilities at reasonable cost to the GRANTOR. These rights shall also be exercisable in the event a remedial action. response action or corrective action is found to be necessary to carry out a remedial action, response action, or corrective action of adjoining property. Pursuant to this reservation, the GRANTOR and its officers, agents, employees, contractors, subcontractors shall have the right, upon reasonable notice to the GRANTEE or the then owner and any authorized occupant of the Property, to enter upon the Property, and perform surveys, drillings, test pitting, borings, data and/or record compilation, and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary under applicable authorities, including but not limited to installation of monitoring and extraction wells, and other treatment facility. These rights of access shall include but not be limited to the right of access in any case in which the potential for a response action or corrective action is found to be necessary after the date of title conveyance - Without the express written consent of the GRANTOR, neither

the GRANTEE, its successors or assigns, nor any other person or entity acting for and on behalf of the GRANTEE, its successors or assigns, shall interfere with any response action being taken on the **Property** by or on behalf of the GRANTOR, or interrupt, relocate or otherwise interfere with any Remediation System now or in the future located on, over, through, or across any portion of the **Property**.

**B**. A non-exclusive easement hereby reserved to the **GRANTOR**, its successors and assigns for the presence, operation, repair, replacement, modification, maintenance, and other requirements necessary to permit the **GRANTOR** to continue disposal of property at the former Hamilton Army Airfield, which will terminate upon complete disposal of the former Hamilton Army Airfield.

C. The Property is taken by the GRANTEE subject to any and all valid and existing: (1) recorded and unrecorded outstanding liens, licenses, leases, easements, and any other encumbrances made for the purpose of streets, utility systems, rights-of-way, railroads, pipelines; and/or (2) covenants, exceptions, interests, liens, reservations and agreements of record, and applicable restrictions, including building heights and land use.

11. This conveyance is made subject to the following COVENANTS and CONDITIONS RESTRICTING USE:

A. Pursuant to Section 2864 of Public Law 104-196, the GRANTEE covenants for itself, its successors, and assigns to use in perpetuity the Property and every part thereof, solely for school classroom, or other educational use or for use as a public park or recreation area. The GRANTEE, its successors or assigns will never undertake nor allow any activity on or use of the Property that may adversely affect or detract from use of the Property for such purposes. This restriction binds and runs with the land and is forever here: after enforceable. The restriction and covenant benefit the public in general and lands in the community surrounding the Property and is enforceable by the United Sates government or the State of California. The GRANTEE covenants for itself, its successor, and assigns that it shall include and otherwise make legally binding, the restrictions in this Section A in all subsequent lease, transfer, or conveyance documents relating to the Property, except as provided for in Section B. below.

**B.** Pursuant to Section 2864 of Public Law 104-106, subject **Property** is transferred as a public benefit transfer subject to the condition that the property be used only for a school, a classroom or other educational use and for use as a public park or recreation area

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1. The GRANTOR hereby reserves a reversionary interest in the Property. The Property, or the affected portion thereof, as determined by the GRANTOR, upon election of the Administrator of the General Services Administration, shall revert to the United States in the event that: (a) the GRANTEE or its successors or assigns (collectively "GRANTEE") has failed to make a payment as required in accordance with subsection 2 below, or (b) that a portion of the Property is not being utilized in accordance with the restrictions on use. In the event of reversion, the GRANTOR shall have the immediate right of entry and possession of the Property herein conveyed and the GRANTEE shall execute any and all documentation that the GRANTOR deems necessary to perfect or provide record notice of the reversion and for the full and complete transfer and reversion of all right, title, and interest in the Property herein conveyed to the GRANTOR. The GRANTEE shall be liable for any and all costs incurred by the GRANTOR in perfecting the reversion and transfer of title. including court costs, attorneys' fees, recordation fees, and other expenses. Any and all improvements on said Property made by the GRANTEE shall become the property of the United States upon reversion, and the GRANTEE shall not be entitled to reimbursement or payment therefor and the GRANTEE shall have no claim against the United States with respect thereto.

2. Within 10 years after the date of this Quitclaim Deed, the GRANTEE may reconvey all or any part of the Property to a third party without the use restrictions specified in Section A. above, provided that the GRANTEE pays to the Secretary of the Army the Net Proceeds (defined in subsection 4 below). Upon full payment of the Net Proceeds, the Secretary of the Army shall deliver to the GRANTEE an acknowledgment of the receipt of the Net Proceeds and a release of the reversionary interest retained herein as to the affected land. During the Initial Resale Period (as defined in subsection 4 below), re-conveyance by the GRANTEE must be a per acre price of no less than S87,324.00. Thereafter any re-conveyance by the GRANTEE must be at a price at least equal to the Approved Fair Market Value (as defined in subsection 4 below). Except as provided for in this subsection 2, the reversionary interest shall be permanent

3. The GRANTEE may reconvey the Property or portions thereof to another public or quasi-public agency for public uses as permitted under Section A of this Quitclaim Deed, subject to the reversionary interest

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retained herein.

4. For the purpose of this Section B, the following terms and phrases shall have the indicated meanings:

(a) the phrase "Approved Fair Market Value" shall, with respect to the **Property**, mean the appraised fair market value per acre -- provided that all appraisals must be performed by an independent appraiser, conform to accepted appraising practices, and be approved by the **GRANTOR**.

(b) The phrase "Demonstrated Reasonable Resale Costs" shall mean:

(i) Costs incurred by the GRANTEE of the type and amount typically born by a seller in a comparable real estate transaction in Marin County, California, and

(ii) Subject to audit and verification by the Department of the Army, shall also include recording taxes, deed preparation expenses, title search and insurance premiums and fees, customary escrow or settlement fees and expenses, survey and study costs, and such other costs as are directly related to the sale and fairly ailocable to the parcel concerned, but,

(iii) The phrase shall not include the costs of obtaining any necessary zoning approvals or permits, marketing costs, brokerage costs, and costs incurred prior to the GRANTEE'S receipt of the **Property** from the GRANTOR that relate only indirectly to the subject sale;

(c) The phrase "Initial Resale Period" for the Property shall mean that period of time from the date of this Quitclaim Deed until the date that marks the one-year anniversary of the date the GRANTOR notifies the GRANTEE in writing of the completion of the cleanup of contaminated soil in the Landfill and the groundwater treatment facilities as provided for in Section 2864 of Public Law 104-106;

(d) the phrase "Value-Adding Improvements Costs" shall mean, subject to audit and verification of the Department of the Army, the costs of any infrastructure or other improvements properly allocable to the **Property** -- except that the total amount of such costs may not

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exceed the difference between the Approved Fair Market Value per acre price of the **Property** to be sold with the improvements and the Approved Fair Market Value per acre price of the **Property** to be sold without the improvements;

(e) the phrase "Net Proceeds" shall mean the amount realized from the GRANTEE'S resale of any portion of the Property minus the GRANTEE'S Demonstrated Reasonable Sale Costs and minus the GRANTEE'S Value-Adding Improvement Costs.

III. TO HAVE AND TO HOLD the Property unto the GRANTEE and its successors and assigns forever, PROVIDED that this deed is made and accepted upon each of the following notices and covenants, which notices and covenants shall be binding upon and enforceable against the GRANTEE, its successors and assigns, in perpetuity, as follows:

A. AS IS\*

The Property is conveyed "As Is, Where Is" without any representation, warranty or guarantee, except as required pursuant to applicable law or as otherwise stated herein, by the GRANTEE as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for allowance or deduction upon such grounds will be considered. There is no obligation on the part of the GRANTOR to make any alterations, repairs, or additions, and said GRANTOR shall not be liable for any latent or patent defects in the Property

# **B.** ENVIRONMENTAL CONDITION OF PROPERTY

The GRANTEE acknowledges that it has received the technical environmental reports, prepared by, or on behalf of, the GRANTOR, the GRANTEE, and others, including the Statement of Condition, WAF Hill/South Reservoir Hill Area and 800-A Parcel, Phase II GSA Sale Property, Hamilton Army Airfield, Novato, California dated March 12, 1997 which is incorporated into and made a part of this deed as EXHIBIT B. The GRANTEE has inspected and accepts the physical condition and current level of environmental hazards on the Property and deems the Property to be safe for the GRANTEE'S intended use, human health, and the environment in general, except as otherwise noted herein without

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liability to the GRANTOR. The GRANTEE'S acknowledgment of the condition of the Property creates a rebuttable presumption that any substance discovered on the Property after the date of the transfer is related solely to the activity of, caused, deposited, or created by the GRANTEE, its successors, or assigns. The GRANTEE, its successors and assigns, as consideration for the conveyance, agrees to hold harmless and indemnify the GRANTOR from any hability or responsibility for any claims arising out of or in any way predicated on release of any hazardous substance on the Property occurring after the conveyance, where such substance was placed on the Property by the GRANTEE, or its successors, agents, employees, invitees or contractors. This paragraph shall not affect or limit the GRANTOR'S liabilities under applicable law or its responsibilities to conduct response actions or corrective actions that are required by applicable law.

# C. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) MITIGATION MEASURES

The GRANTEE, its successors, and assigns. shall comply with, complete and maintain those certain specific NEPA mitigation measures identified in the Environmental Assessment and Finding of No Significant Impact for Phase II GSA Sale Parcel Disposal and Reuse at Hamilton Army Airfield, Novato California, June 1997, and as agreed to in the Memorandum of Agreement (MOA) between the GRANTEE and GRANTOR dated June 26, 1997.

# **D.** CERCLA NOTICE and COVENANTS

 Pursuant to Section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) 42 U.S.C., section 9620 (h)(3), the GRANTOR has made a complete search of its records concerning the Property subject to this deed. Those records indicate that the hazardous substances, as defined by Section 101(14) of CERCLA, and listed in Atch 1, have been stored for one year or more, released, or disposed of on the Property during the time the Property was owned by the GRANTOR.

2. The GRANTOR hereby covenants that:

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a. All remedial action necessary to protect human health and the environment with respect to any such substances remaining on the **Property** has been taken before the date of conveyance, and

b. Any additional remedial action found to be necessary after the date of the conveyance with respect to such substances remaining on the **Property** shall be conducted by the **GRANTOR**.

3. The GRANTOR reserves a right of access to the **Property** in any case in which remedial action or corrective action is found to be necessary after the date of this conveyance.

# E. NOTICE OF THE PRESENCE OF ASBESTOS CONTAINING MATERIALS (ACM)

1. The GRANTEE is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos-containing materials (ACM) has been found on the Property, as described in the Asbestos Survey, Sale Property, Hamilton Air Force Base, Novato, California, Woodward-Clyde, August 15, 1987. The ACM on the Property does not currently pose a threat to human health or the environment. All friable asbestos that posed a risk to human health has been either removed or encapsulated.

2. The GRANTEE covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos; and that the GRANTOR assumes no liability for future remediation of asbestos or damages for personal injury, illness, disability, or death, to the GRANTOR, its successors or assigns, lessees, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal ,handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property described in this deed, whether the GRANTOR, its successors or assigns have properly warned or failed to properly warn the individual(s) injured. The GRANTEE agrees to be responsible for any future remediation of asbestos found to be necessary on the Property.

# F. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP)

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1. The GRANTEE is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to

1978, are presumed to contain LBP. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from LBP that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on LBP hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known LBP hazards. A risk assessment or inspection for possible LBP hazards is recommended prior to purchase. "Residential Real Property" means any housing constructed prior to 1978, except housing for the elderly (households reserved for or composed of one or more persons 62 years of age or more at the time of initial occupancy) or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

2. Available information concerning known LBP and/or LBP hazards, the location of LBP and/or LBP hazards, and the condition of painted surfaces is contained in the Environmental Baseline Survey, which has been provided to the GRANTEE. Additionally, the following reports pertaining to LBP and/or LBP hazards have been provided to the GRANTEE. Statement of Condition, WAF Hill/South Reservoir Hill Area and 800-A Parcel, Phase II GSA Sale Property, Hamilton Army Airfield, Novato, California dated March 12, 1997. All purchasers must also receive the federally approved pamphlet on lead poisoning prevention. The GRANTEE hereby acknowledges receipt of all of the information described in this subparagraph.

3. The GRANTEE acknowledges that is has received the opportunity to conduct a risk assessment or inspection for the presence of LBP and/or LBP hazards prior to the execution of this deed.

4. The GRANTEE covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the **Property** as Residential Real Property without complying with this section and all applicable federal, state and local laws and regulations pertaining to LBP and/or LBP hazards. Prior to permitting the occupancy of Residential Real

Property, if required by law or regulation, the GRANTEE, at is sole expense, will. (1) inspect for the presence of LBP and/or LBP hazards. (2) abate and eliminate LBP hazards by treating any defective LBP surface in accordance with all applicable laws and regulations; and (3) comply with all applicable notice and disclosure requirements under applicable federal and state law. The GRANTEE covenants and agrees to be responsible for any remediation of the LBP or LBP hazards on the Property found to be necessary after the date of the conveyance to the GRANTEE.

5. The Army assumes no liability for remediation, or damages for personal injury, illness, disability, or death, to the GRANTEE, its successors or assigns, lessees, sublessees or to any other person, including members of the general public, arising from LBP or LBP hazards on the Property. The GRANTEE further agrees to indemnify and hold harmless the Army, its officers, agents and employees, from and against all suits, claims, demands, or actions, liabilities, judgements, costs and attorneys' fees arising out of, or in any manner predicated upon, personal injury, death, or property damage resulting from, related to, caused by or arising out of LBP or LBP hazards on the Property.

# G. PRESENCE OF POLYCHLORINATED BIPHENYLS (PCBs)

The Property contains in-use electrical transformers that may contain PCBs at concentrations between 5 and 49 parts per million. These transformers and the PCB within pose no risk to human health and the environment as of the date of transfer. The **GRANTEE**, its successors, and assigns, assume responsibility for the maintenance testing and proper disposal of transformers that are removed from service and any remediation that may be required with respect to said transformers in the future...

# H. NON-DISCRIMINATION

1. With respect to activities related to the Property, the GRANTEE hereby agrees that it will comply with the requirements of Title VI of the Civil Rights Act of 1964 (Public Law No. 88-352) and all requirements imposed by or pursuant to the regulations issued pursuant to the Act and now in effect, to the end that, in accordance with said Act and regulations, no person in the United States shall, on the ground of race, color, national

origin, sex, or handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the GRANTEE, its successors and assigns.

2. With respect to activities related to the **Property**, the **GRANTEE** shall not discriminate against any person or persons or exclude them from participation in the **GRANTEE'S** operations, programs or activities conducted on the **Property**, because of race, color, religion, sex, age, handicap, or national religion

# 1. INDEMNIFICATION

1. The GRANTEE shall indemnify and hold the United States harmless from all claims. liability, loss, cost, environmental contamination, or damage arising out of or resulting from any improvements made to or work conducted on the **Property** conveyed herein by the **GRANTEE**, its agents, employees, or contractors prior to the date of this deed, except where such claims, liability, loss, cost, environmental contamination, or damage is the result of the gross negligence or willful misconduct of the Army or its employees, agents, or contractors.

2. The GRANTEE and any successor, assignee, transferee, lender or lessee of the GRANTEE or its successors and assigns shall indemnify and hold harmless the United Sates from all claims liability, loss, environmental contamination or damage arising out of or resulting from commitment or implementation of any or all NEPA Mitigation Measures as specified in the MOA dated June 26, 1997

# J. IMMUNITIES

The GRANTEE is not entitled to any of the immunities which the United States may have had in using the Property while it was part of Hamilton Air Force Base or Hamilton Army Airfield, California. The GRANTEE is not exempt from acquiring the necessary permits and authorizations from, or from meeting the requirements of, the local, county, and state jurisdictions before using the Property for any purpose. The Property, immediately after conveyance to the GRANTEE will be subject to all local, county, and state laws, regulations, and ordinances. The GRANTEE shall comply with the applicable environmental laws and regulations and all other Federal, state, and local laws, regulations, and standards that are or

may become applicable to the GRANTEE'S proposed activity on the Property. The GRANTEE shall be solely responsible for fulfilling, at its own cost and expense, the requirements of the new governing authorities, independent of any existing permits or United States usages.

# K. NOTICE OF PROGRAMMATIC AGREEMENT

The GRANTEE agrees to comply with the applicable provisions of the Programmatic Agreement as described in the Memorandum of Agreement among the United States Army. The General Services Administration, The California State Historic Preservation Officer and The Advisory Council on Historic Preservation Regarding the Partial Disposal and Development of Hamilton Field, Marin County, California, with which the GRANTOR concurred. Said Programmatic Agreement is related to the activities that may affect structures, facilities, or cultural or archeological sites eligible for or listed on the National Register of Historic Places.

**PROVIDED, HOWEVER**, that the failure of the **GRANTOR** or his successor to insist in any one or more instances upon complete performance of any of the said covenants shall not be construed as a waiver or a relinquishment of the future performance of any such covenants, but the obligations of the **GRANTEE**, its successors and assigns, with respect to such future performance shall be continued in full force and effect

**PROVIDED, FURTHER,** that if the construction as convenants of any of the foregoing reservations and restrictions recited herein as covenants or the application of the same as covenants in any particular instance is held invalid, then the particular reservation and restriction recited herein as covenants held invalid shall be construed instead as a condition upon the breech of which the Government, acting through the Administrator, may exercise its option to cause the title, interest, right of possession and all other rights transferred to the Grantee, or any portion thereof, to revert to it, and the application of such reservations or restrictions as covenants in any other instance and the construction of the remainder of such reservations and restrictions as covenants shall not be affected thereby.

IN WITNESS WHEREOF, the GRANTEE has caused these presents to be executed by Togo D. West, Jr., Secretary of the Army, and the seal of the Department of the Army to be hereto affixed this \_\_\_\_\_\_ day of <u>Ougust</u>\_\_\_\_\_\_, 1997.

to be Togo 🕅 Vest, Jr./ Secretari of the Army ACKNOWLEDGMENT

COMMONWEALTH of VIRGINIA) SS COUNTY OF ARLINGTON )

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, County of Arlington, whose commission as such expires on the <u><u>310t</u></u> day of <u>Manck</u>, 2001 1997, do hereby certify that this day personally appeared before me in the said Commonwealth, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA. \*Togo D. West, Jr.

Given under my hand this 6th day of August, 1997.

ILB. L

Entreme Herror & My Common means of Virginia houry, Public Soc My Community Explose North 31, 2008 CARRELL, P. GRAF

# ACCEPTANCE

Acceptance of the **Property** pursuant to this Deed is found to be in the best interests of the City of Novato. This is to certify that the interest in real property conveyed by this Deed from the United States of America to the City of Novato, a municipal corporation located in the County of Marin. State of California, is hereby agreed to and accepted.

By: Rockerick J. Wood City of Norato Roderick J. Wood Title: City Manager Date: Autguist 25, 1977

# STATE OF CALIFORNIA ) SS CITY OF NOVATO)

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The foregoing instrument was acknowledged before me this <u>25</u> day of <u>Augus</u>, 1997, by <u>Rocletich</u> <u>J. Hood</u> Notary Public.

WITNESS my hand and official seal.

Marin to Notary Jublic

Residing in the State of Cauration My Commission Expires: 6-20- 2001

DARRINGTON

| ALL-PURPOSE ACKNOWLEDGMEN1 | ALL | -PU | RPC | DSE | ACK | NOWL | EDGMENT |
|----------------------------|-----|-----|-----|-----|-----|------|---------|
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|------------------|-----------|--------|---------------|------------------------------------------------------------|
|                  | ared      | ROD    | ERICK J. WOOD |                                                            |
|                  |           |        |               | Name and Title of Officer (i.e., Your Name, Notary Public) |
|                  | ST 25     | . 1997 | _ before me,  | S. DARKINGTON                                              |
| County of MAR    | <u>IN</u> |        | )             |                                                            |
| State of Califon | nia       |        | )             |                                                            |

personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary S. Darrington

S. DARRINGTON

(Affix seal in the above blank space)

# Atom 1

# NOTICE OF HAZARDOUS SUBSTANCES RELEASE

Notice is hereby given that the tables and information set out below from the Statement of Condition, WAF Hill/South Reservoir Hill Area and 800-A Parcel, Phase II GSA Sale Property, Hamilton Army Airfield, Novato, California dated 12 March, 1997 and is made a part of this instrument contain a notice of hazardous substances that are known to have been stored, released, or disposed on certain portions of parcel 800-A, Hamilton Army Airfield, and the dates that such storage, release or disposal took place

# **Building 885**

| Substance | Quantity                 | Date of Release | Action Taken      |
|-----------|--------------------------|-----------------|-------------------|
| PCBs      | 541 total cubic yards of | Unknown         | Removed soil 9/96 |
| Beryllium | soil at this location    |                 |                   |
| Nickei    |                          |                 |                   |
| Chromaum  |                          |                 |                   |
| Arsenic   |                          |                 |                   |
| Cadments  |                          |                 |                   |
| Copper    |                          |                 |                   |
| Barium    | 1                        |                 |                   |
| Lead      |                          |                 |                   |

# **Unnamed Tributary to Pacheco Creek**

| Substance | Quantity  | Date of Release | Action Taken      |
|-----------|-----------|-----------------|-------------------|
| Neici     | Sedaments | Frieran         | Removed soil 9/96 |

# Former Car Wash Location

| Substaace | Quantity                     | Date of Release | Action Taken      |
|-----------|------------------------------|-----------------|-------------------|
| Berylingn | 54 total cubic yards of soil | Unkramen        | Removed seri 9.96 |
| Lend      | at this location             | <u>i</u>        |                   |

# EXHIBIT "A"

 Date.
 November 19, 1996

 File:
 8-410-036

# DESCRIPTION HAMILTON PHASE II COMMERCIAL SITE PORTIONS OF STATE ACCESS ROAD, SAVE DRIVE AND HIGHWAY 101 RIGHT-OF-WAY (ARMY PARCEL 800A)

Beginning at the northwesterly comer of Tract No. 1 as described in the Judgement issued out of the District Court of the United States of America, Southern Division, entitled "United States of America, Plaintiff, v. 263.3 acres, more or less, Marin County, et al", Case No. 22190-R. A certified copy of said Judgement was recorded December 28, 1944 in Book 478 of Official Records, at page 209, Marin County Records.

- Thence along said northwesterly line North 56°11'06" East 485.61 feet to the southwesterly line of the Lands of Golden Gate Bridge, Highway and Transportation District, described in the Deed recorded June 29, 1990, in Document No. 90-38197, Marin County Records;
- 2. Thence along said southwesterly line South 47°58'44" East 872.67 feet:
- Thence leaving said southwesterly line South 05°08'16" West 916.03 feet to the northerly line of "State Access Road Easement", described in the Deed to the City of Novato, recorded July 19, 1983 in Document No. 83-034145;
- Thence along said northerly line, and an extension thereof. South 84°51'44" East 1,200 70 feet to the southwesterly line of the parcel conveyed to Colden Gate Bridge, Highway and Transportation District, recorded June 29, 1990 in Document No. 90-38197.
- 5. Thence leaving said northerly line of State Access Road, and along said southwesterly line of Golden Gate Bridge, Highway and Transportation District, South 38°45'44" Fast 111.03 feet to the southerly line of said State Access Road;
- Thence leaving said southwesterly line of Golden Gate Bridge, Highway and Transportation District, and along said southerly line of State Access Road, North 84°51'44" West 1.611.16 feet to the westerly line of the right-of-way easement granted to the State of California Division of Highways March 3, 1952, recorded in Book 731 Official Records, Page 596, Marin County Records;
- Thence leaving said southerly line of State Access Road and along said westerly line of State right-of-way easement North 22<sup>1</sup>48'03" West 183.71 feet;

FIRTE APPENDENCE OF A



- 8. Thence on a curve to the right, whose radius point bears North 80°23'35" East 769 99 feet, through a central angle of 06°51'46", an are distance 92.23 feet;
- 9. Thence North 02°44'39" West 29.99 feet;

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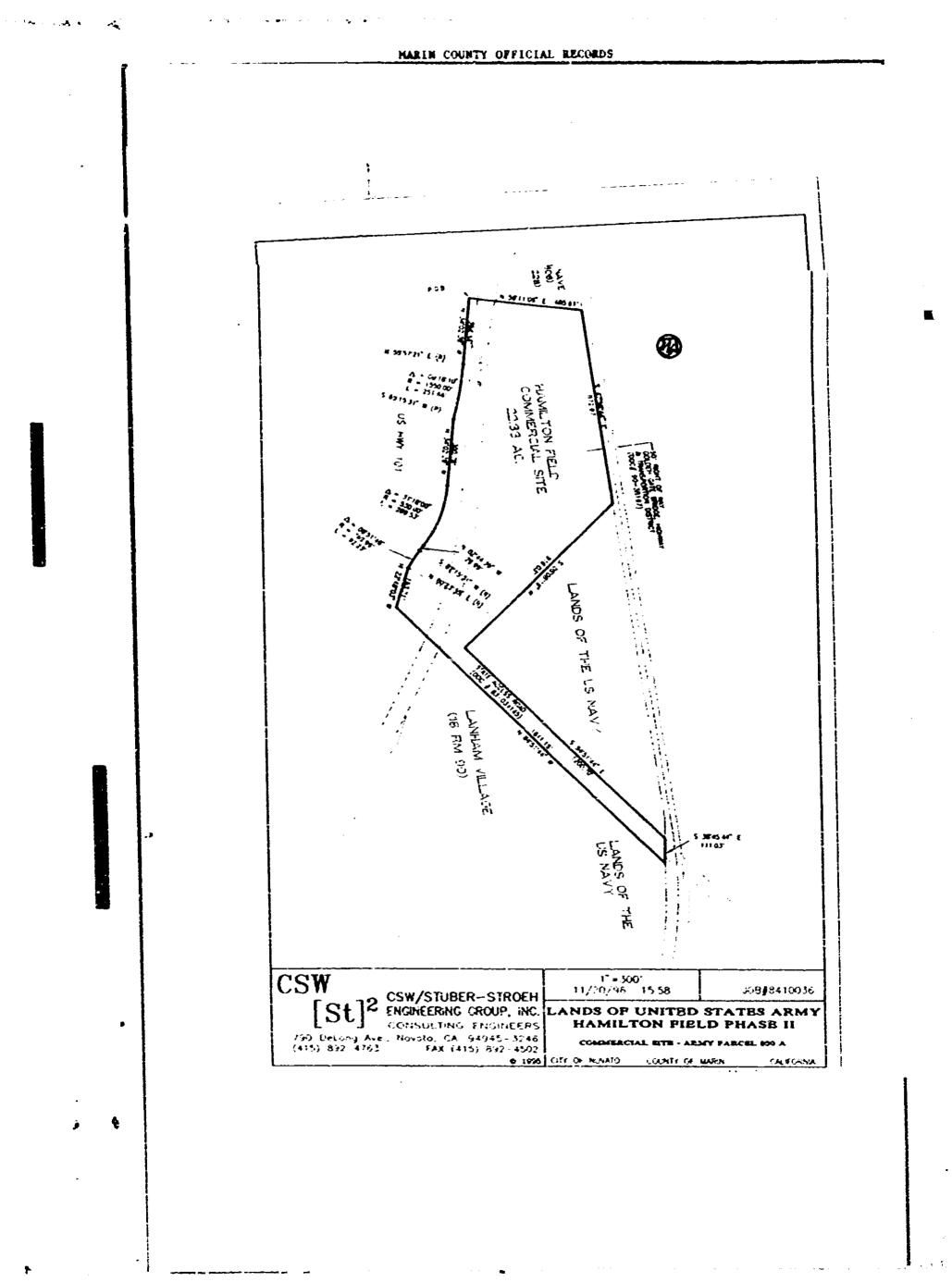
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- 10. Thence on a curve to the left, tangent to the preceding course, having a radius of 530.00 feet, through a central angle of 31°18'00", an arc distance of 289.53 feet;
- 11. Thence North 34°02'39\* West 300.78 feet;
- Thence on a curve to the left, whose radius point bears South 65°15'31" West 1,550.00 feet, through a central angle of 09°18'10", an arc distance of 251.66 feet;
- 13. Thence North 34°02'39" West 296.34 feet to the POINT OF BEGINNING

Containing 22.3326 acres, more or less.

Bearings are based on California Coordinate System Zone III.





#### EXHIBIT "A"

Revised: April 15, 1997 Date: November 18, 1996 Fife: 8-410-036

### DESCRIPTION WAF HILL / SOUTH RESERVOIR HILL PARCEL HAMILTON FIELD - PHASE II GSA SALE PARCEL (U. S. ARMY)

Beginning at the northwest corner of the westerly terminus of Palm Drive as shown on the "Map of Hamilton field", filed December 18, 1995 in Book 21 of Maps, Page 45, Marin County Records, said point also being on the easterly line of the parcel conveyed to Golden Gate Bridge, Highway and Transportation District described in the deed recorded June 29, 1990 in Document No. 90-38197, Marin County Records:

- thence along the casterly boundary of said lands of Golden Gate Bridge. Highway and Transportation District North 25° 11'36" West 876.06 feet;
- thence along a curve to the left, tangent to the preceding course, with a radius of 11,509.17 feet through a central angle of 00°09'00", an are distance of 30.13 feet;
- thence along a compound curve with a radius of 5,779.61 feet through a central angle of 00°18'00", an are distance of 30.26 feet;
- 4. thence along a compound curve with a radius of 3,869.74 feet through a central angle of 60°27700°, an are distance of 30.39 feet;
- 5 thence along a compound curve with a radius of 2,194.84 feet through a central angle of 00° 36'00", an are distance of 30.52 feet;
- thence along a compound curve with a radius of 2.341.88 feet through a central angle of 00° 45'00°, an are distance of 30.66 feet;
- 7. thence along a compound curve with a radius of 1,959.91 feet through a central angle of 13:08'42", an are distance of 449.65 feet;
- 8. thence North 84 '51'44" West 36.06 feet;

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 thence along a non-tangent curve to the left, whose radius point bears South 48°38'49" West 1,934,91 feet, through a central angle of 03°24'37", an arc distance of 115,17 feet;



- thence leaving said easterly boundary of Golden Gate Bridge, Highway and Transportation District lands South 84:38'47" East 597.50 feet;
- 11. thence North 3974050" East 485.55 feet;
- 12. thence North 38°16'34" East 343.69 feet:
- 13. thence along a curve to the left, tangent to the preceding course with a radius of 305.60 feet through a central angle of 44 '03'12", an arc distance of 234.51 feet;
- 14. thence North 05"46'38" West 354.80 feet.
- 15. thence North 28 '22'37" East 192.83 feet;
- 16. thence North 89°12'11" East 146.98 feet;
- 17. thence South 01°25'04" East 282.03 feet;
- 18. thence along a curve to the left, tangent to the preceding course with a radius of 500.00 feet through a central angle of 16°46'47", an are distance of 146.43 feet;
- 19. thence South 18°11'51" East 250.22 feet;
- thence South 74°25'30" East 770.46 feet, to the westerly line of the aforementioned "Map of Hamilton Field";
- 21. thence along said westerly line. South 55°52'44" East 88.49 feet:
- 22. thence in a southerly direction, along a curve to the left, whose radius point bears South 55°52'44" East 628.00 feet, through a central angle of 24°21'27", an arc distance of 266.97 feet:
- 23. thence along a reverse curve having a radius of 572.00 feet, through a central angle of ()7°4709°, an are distance of 77.73 feet to the westerly line of aforementioned Palm Drive;
- 24. thence along said westerly line of Palm Drive, South 25°51'19" West 230.98 feet;
- 25. thence along a curve to the left, tangent to the preceding course, with a radius of 334.00 feet through a central angle of 04°27'11", an arc length of 25.96 feet:
- 26. thence South 21°24'08" West 18.85 feet:
- 27. thence along a curve to the right, tangent to the preceding course, with a radius of 40.00 feet, through a central angle of 74°10'20", an are length of 51.78 feet;

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- 28 thence North 84 (25)32" West 45.52 feet;
- 29. thence South 05° 34'28" West 84.00 feet;
- 30. thence in an easterly direction along a curve to the right, whose radius point bears South 05°34'28" West 40.00 feet, through a central angle of 105°49'40", an arc length of 73.88 feet;
- 31 thence South 21 2408" West 77.20 feet;
- 32. thence leaving said westerly line of Palm Drive, North 65° 12'17" West 137.66 feet:
- 33. thence South 19:43/35" West 89.02 feet;
- 34. thence North 55°01'28" West 30.00 feet;
- 35. thence South 34"58'32" West 590.00 feet;
- 36. thence South 55°01'28" East 162.07 feet to the westerly line of said Palm Drive:
- 37. thence along said westerly line of Palm Drive South 34, 30.08" West 84.39 feet:
- 38. thence along a curve to the right, tangent to the preceding course, with a radius of 600.09 feet through a central angle of 41°03'50", an arc distance of 430.02 feet:
- 39. thence South 75 '33'58" West 415.67 feet; to the POINT OF BEGINNING

Containing 59.782 acres, more or less.

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Basis of bearing is California Coordinate System Zone 3.



N 282237 E LENCTH 611 FACES DELTA ( 192.83 116 242121 (1 628 00 266 97 572.00 <u>Ç7</u> 1173 074709 EXSTAG 942711 741020 C1 <u>25 96</u> SCOPE EASEMENT 51 78 64 40 00 40.00 105'49'40 41'03'50 çş 73 88 <u>66</u> 77 520.90 4 50 02 11:09 17 30 13 20.60.00 57796: (8 (9 30.26 0718:00 NEW HAMLTON 0027:00 5869 74 30 39 PARTNERSHP 2194 84 5 30 52 30.56 C10 00 36 00 <u>(11</u> 00 45 00 C12 1359 91 449.65 1508.42 5 7575'30" E C13 C14 1934 91 305 00 500 90 115.17 052:37 440312 110 45 C15 146 43 3 16464/ GSA PHASE I WAF HILL / PURCHASE PARCEL SOUTH RESERVOIR HILL 24-18-47 E 537 507 - 547 ACUTS PARCEL 59.78 ACRES ± 12 18 Y 7 **4** LANDS OF US ARMY C:0 Ls CS PARTI 4 SAL 200 LUCCUIN 03 PACIFIC GAS AND ELECTRIC POWER LINE EASEMENT LANDS OF JANE L US HAVY -L POINT OF BEGINNIC 13 N/W Terminus of Palm Drive "Map of Hamilton Field" A16.00 6 1.36 £10 125 CONT CITICAL DISTANCE Record Map Book 21 of 5 25'51'19" # 13 230 95 Maps, Page 45 5 217458 W 12 18 85 N 8425'37 # B 45 52 34 95 77 25 5 653425 8 14 5 2174 08 W N 651717 W ۱, : 37.66 ٤6 5 1343.35 17 89 02 ' **7** N 550178 # 18 30.00 LANDS OF 19 110 152 07 54 39 5 5501 26 5 34 30 68 # US NAVY COLDEN CATE SPIDGE, HIGHWAY AND TRANSPORTATION DISTRICT 5 753535 5 4:5 67 117 N 855144 # 112 36.06 N 3574756 N 381634 173 485 55 343 59 1:4 N 0545'38 # 115 154 87 N 871211" S 017504 LIE 146 33 282.03 1.12 L13 119 5 181151 250 22 1 5 55574 88 49 SCALE:  $1^* = 400^{\circ}$ 308 8-410-035 CSW CSW/STUBER-STROEH HAMILTON FIELD  $[St]^2$ ENGINEERING GROUP, INC. PHASE II - WAF HILL / CONSULTING ENGINEERS SOUTH RESERVOIR HILL 790 Delong Ave. Novulo, CA 94945-3246 (415) 892-4763 FAX (415) 892-4500 PARCEL US ARMY COUNTY OF WARIN CALIFORNIA 0 1995 MOVATO 05/05/97 1110 410 essent explin

MARIN COUNTY OFFICIAL RECORDS

EXHIBIT B

12 March 1997

#### STATEMENT OF CONDITION

WAF HILL/SOUTH RESERVOIR HILL AREA AND 800 A PAPCEL, PHASE II GSA SALE PROPERTY HAMILTON ARMY AIRFIELD NOVATO, CALIFORNIA

#### I. PURPOSE

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The purpose of this Statement of Condition (SOC) is to document the findings regarding environmental conditions related to the transfer of two parts of the GSA Phase II Sale Property at Hamilton Army Airfield (HAAF) located in Novato, California (hereinafter referred to as the "Property"). The WAF Hill/South Reservoir Hill (hereinafter referred to as "WAF Hill") part of the Property is intended to be conveyed by deed to the City of Novato for subsequent planned residential development and for retention as open space. The 800-A Parcel part of the Property is intended to be conveyed by deed to the City of subsequent planned commercial development. This SOC also reflects consultation with Federal and State of California (hereinafter "State") environmental agencies.

The environmental condition of WAF Hill was also covered in a SOC signed by the Army on December 12, 1995. However, for completeness and consistency, this SGC dated March 12, 1997 now supersedes the December 12, 1995 SOC in its entirety, and also covers the 800-A Parcel.

#### II. PROPERTY DESCRIPTION

The Property to be transferred is located in Novato, California and consists of approximately 82.1 acres of land with the following 24 existing buildings on WAF Hill; Buildings 605, 606, 609, 617, 618, 624, 628, 629, 630, 640, 644, 646, 651, 653, 654, 661, 662, 665, 666, 680, 690, 691, 692 and 694. The Property is delineated on the attached Figure 1. The WAF Hill area consists of approximately 59.8 acres and the 800-A Parcel consists of approximately 22.3 acres. The area available for transfer under this SOC consists of WAF Hill and the 800-A Parcel, and Roadways (State Access Road and portions of Nave Drive and Highway 101) between or adjacent to these parcels. WAF Hill (see Figure 2) consists of the south part of 'Reservoir Hill', 'WAF Hill,' a part of State Access Road, and areas between and adjacent to

these major points of reference. The 800 A Parcel (see Figure 3) is bounded by Highway 101 to the west, a British Petroleum Station (hereinafter "BP Station") to the north, and the Northwestern Pacific Railroad Fight-of-Way and U.S. Navy property to the east.

### 111. REGULATORY COORDINATION

The State of California Environmental Protection Agency, which includes the Department of Toxic Substances Control and the San Francisco Bay Regional Water Quality Control Board, reviewed and approved the referenced Preliminary Assessment Report and the 809-A Parcel Site Investigation Report, and, along with the U.S. Environmental Protection Agency (EPA), were consulted on the environmental condition of this Property.

#### IV. FINDINGS

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The findings and conclusion in this SOC are based on the following documents:

• Record of communication between the Army and Union Pacific Railroad concerning investigations along the Northwestern Pacific Railroad in the vicinity of Hamilton Army Airfield, February 1997.

• "Summary Technical Report for Landfill 26 at Hamilton Army Airfield: Geological and Chemical Data Analysis," Woodward Clyde, February 21, 1997.

Letter from Cal/EPA, Department of Toxic Substances
 Control, "Phase 11 General Services Administration Sale Area
 Final Preliminary Assessment Report Approval, Novato,
 California," February 3, 1997.

Letter from Cal/EPA, Department of Toxic Substances
 Control, 'No Further Action Determination for the 800A Parcel,
 Phase II GSA Sale Area, Novato, California,' January 29, 1997.

 Letter Report from Harding Lawson Associates to New Hamilton Partnership, "Supplemental Site Investigation, GSA Phase II, 800-A Parcel, Hamilton Air Force Base, Novato, California," January 16, 1997.

 Letter Report from Harding Lawson Associates to New Hamilton Partnership, "800-A Parcel Site Investigation, Phase 11 GSA Sale Area, Hamilton Air Force Base, Novato, California," January 10, 1997.

• Record of communication between the Army and Navy concerning preliminary information and data on the Navy's investigation of contamination from the Navy dry cleaning facility (Building 827), December 1996.

• "Site Investigation Report for the 800-A Parcel, GSA Phase 11 Sale Area, Hamilton Army Airfield, Novato, California," IT/Woodward Clyde, November 1996.

• Letter Report from IT Corporation to U.S. Army Corps of Engineers, \*800-A Parcel GSA Phase II Sale Area an Evaluation of Possible Effects of Fuel Releases from the BP Gas Station, an Adjacent Private Property, \* November 25, 1996.

 \*Phase I Supplemental Environmental Baseline Survey, Department of Defense Housing Facility, Novato, California, draft, PRC Environmental Management, Inc. and Uribe & Associates, October 21, 1996.

• "Preliminary Assessment, GSA Phase II Sale Area, Hamilton Army Airfield," IT/Woodward Clyde, October 1996.

• "Removal Action Work plan, 800-A Parcel, GSA Phase II Sale Area, Hamilton Army Airfield, Novato, California," Revision 3, IT/Woodward Clyde, September 1996.

• Letter Report from Harding Lawson Associates to New Hamilton Partnership for identifying anomalies for possible USTs between buildings 629 and 630, August 1996.

"Region 9 Preliminary Remediation Goals (PRGs)," U.S.
 Environmental Protection Agency, August 1, 1996.

 "Environmental Evaluation for the Property Transfer and Reuse, GSA Sale Property Phase II, WAF/South Reservoir Hill, Hamilton Army Airfield, Marin County, California," February 1996.

 "Guidelines for the Evaluation and Control of Lead Based Paint Mazard in Housing," U.S. Housing and Urban Development, June 1995.

 Letter Report from Harding Lawson Associates to New Hamilton Partnership for analytical results on polychlorinated

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biphenyl (PCB) collected by Innovative and Creative Solutions (ICES) on Larry's Hill Hamilton Army Airfield, November 21, 1995.

• Letter Report from Harding Lawson Associates to New Hamilton Partnership for analytical results on BTEX and polynuclear aromatic hydrocarbons (PAHs) collected Ly Innovative and Creative Solutions (ICES) on Larry's Hill; Hamilton Army Airfield, November 10, 1995.

• Letter Report from Harding Lawson Associates to New Hamilton Partnership for analytical results on lead and total petroleum hydrocarbons (TPH) collected by Innovative and Creative Solutions (ICES) on Larry's Hill; Hamilton Army Airfield, October 18, 1995.

• "Geophysical Survey Report, Hamilton Army Airfield, GSA Phase II Transfer Property," NORCAL Geophysical Consultants, Inc. (NORCAL), August 1995.

• "Interim Closure Report, Removal of 39 PCB-Contaminated Transformers, HAAF," Remedial Constructors, Inc., May 23, 1995.

• "Risk Assessment and Preliminary Remediation Goals for Hamilton Army Airfield, GSA Sale Area," final report, Woodward-Clyde, March 1995.

• "Property Transfer Report, GSA Phase I Sale Area, Hamilton Army Airfield," Woodward Clyde, December 22, 1994.

 \* "Community Environmental Response Facilitation Act (CERFA) Report, HAAF," The Earth Technology Corporation (ETC), April 1994.

• "National Register of Historic Places Evaluation, Hamilton Army Airfield Historic District, Marin County, California," Par Environmental Services, Inc., October 1993.

 "National Register of Historic Places, Hamilton Army Airfield Historic District," Par Environmental Services, Inc., July 29, 1993.

• Bidding documents, Remedial Action at Landfill #26, Volume I and II, U.S. Army Corps of Engineers, July 1991.

• "Confirmation Study for Hazardous Waste, Hamilton Army Airfield, Novato, California," Woodward Clyde, 15 Aug 1987.

 "Asbestos Survey, Sale Property, Hamilton Air Force Base, Novato, California," Woodward-Clyde, August 15, 1987.

 "Removal of Hazardous Waste from the Surface, Hamilton Air Force Base, Novato, California," Woodward-Clyde, May 31, 1985.

# V. STORAGE, RELEASE, OR DISPOSAL OF HAZARDOUS SUBSTANCES

Notice of hazardous substances under Sections 120 (h)(1) and (3) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) is required because hazardous substances have been stored for one year or more on the Property, disposed of or released. Such notice of storage, release, or disposal will be set forth in the deed transferring the WAF Hill Parcel and the 800-A Parcel to the City of Novato (hereinafter referred to as "Deed"). In absence of records identifying specific quantities, it is assumed that the quantities exceeded reportable quantities listed in the CERCLA Hazardous Substances Table in 40 CFR S302.4. Based on visual inspection of the site during investigations undertaken, it is determined that all hazardous substances previously stored on the Property have been removed.

The types and locations of releases of herarious substances on the Property are discussed below and are also identified in the documents referenced above. All such releases have been essesses and appropriately remediated to levels which do not pose a transto human health and the environment. Appropriate notice covenants, and clauses required under CERCLA 120 (1:)(3' will be included in the Deed.

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#### 800-A PARCEL

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The following hazardous substances and petroleum hydrocarbons were detected above screening levels on the 800-A Parcel:

#### 800-A Parcel Sustary Table

| Location                                                  | Substance | Soil | Sedi-<br>zents | Ground<br>water |
|-----------------------------------------------------------|-----------|------|----------------|-----------------|
| <ul> <li>Former Auto Hobby<br/>Shop (Bldg 885)</li> </ul> |           |      |                |                 |
| - Hydraulic Lifts<br>and Manway                           | petroleum | ×    |                |                 |
| <ul> <li>Underground</li> <li>Storage Tank</li> </ul>     | petroleum | ٣    | (Continued)    |                 |

HARIN COUNTY OFFICIAL RECORDS

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## 800-A Parcel Summary Table (continued)

| 00-A Parcel<br>ocation                                  | Substance               | Soil   | Sedi-<br>ments | Ground<br>Water |
|---------------------------------------------------------|-------------------------|--------|----------------|-----------------|
|                                                         | petroleum               |        | ×              |                 |
| - Building Floor<br>Drains                              | polychlo-<br>rinated    | x      | x              |                 |
|                                                         | biphenyl (PCS)          |        |                |                 |
|                                                         | arsenic                 |        | ×              |                 |
|                                                         | lead<br>cadmium         |        | x<br>x         |                 |
| - Storm Drain                                           | petroleum*              | ×      | ×              |                 |
|                                                         | lead                    | x      | ×              |                 |
|                                                         | PCBs                    | x      | ×              |                 |
|                                                         | beryllium*              | ×      |                |                 |
|                                                         | nickel*                 | ×      |                |                 |
|                                                         | chromium*               | x      | ×              |                 |
|                                                         | arsenic<br>cadmium      |        | x              |                 |
|                                                         | copper                  |        | x              |                 |
|                                                         | barium                  |        | x              |                 |
| - Open Ditch                                            | petroleum               | ×      |                |                 |
| Drainage                                                | lead                    | ×      |                |                 |
|                                                         | nickel*                 | ×      |                |                 |
|                                                         | chrozius*<br>beryllium= | x<br>x |                |                 |
| - NE corner of bld                                      | g petroleum             |        |                | x               |
| <ul> <li>Unnamed</li> </ul>                             | petroleum               |        | x              | ×               |
| Tributary to                                            | nickel*                 |        | x              |                 |
| Pacheco Creek                                           |                         |        |                |                 |
| <ul> <li>Former Golf</li> <li>Driving Range</li> </ul>  | None                    |        |                |                 |
| HQ (Bldg 887)                                           |                         |        |                |                 |
| <ul> <li>Former Car Wash</li> </ul>                     | petroleum               | x      |                |                 |
| Location                                                | lead                    | ×      |                |                 |
|                                                         | beryllium*              | x      |                |                 |
| <ul> <li>Asphalt and Tar<br/>Debris Location</li> </ul> | None                    |        |                |                 |
| <ul> <li>Sanitary Sever<br/>Lines</li> </ul>            | None                    |        |                |                 |
| <ul> <li>East property lin<br/>near Bldg 827</li> </ul> | e petrolèum             |        |                | x               |

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The screening levels represent concentrations that are protective of human health and the environment for a residential exposure scenario. These levels were derived from the human health risk assessment conducted for the GSA Phase I Sale Area clean-up. Soils contaminated with hazardous substances were excavated, loaded into storage bins and removed from the Property for proper disposal offsite. At some locations concentrations of nickel, chromium, and beryllium marginally above screening levels were present. These concentrations were assessed and determined to be within reasonable background levels for such metals in the area.

Because of the limited nature and extent of hazardous substance releases onto the soil at the Property, impact to the groundwater was anticipated to be nil to minimal. Nevertheless, groundwater was sampled at two open excavation locations of the hydraulic lifts and manway, and no contaminant was detected. In addition, a private developer, New Hamilton Partnership (hereinafter "NHP"), conducted an investigation to evaluate groundwater conditions along the northwestern, northeastern and eastern boundary of the 800-A Parcel. No hazardous substances were detected during this investigation, however, as discussed in Section VI, low concentrations of petroleum hydrocarbon contamination, not requiring remediation, were detected along the northwestern, northeastern and eastern boundary.

WAF HILL

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No hazardous substances under Sections 120 (h) (1) and (3) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) have been stored for one year or more on the WAF Hill area. Additionally, no hazardous substances have been disposed of or released on the WAF Hill area.

An inventory and survey of electrical transformers, including polychlorinated biphenyls (FCBs) testing, was performed on 24 transformers at WAF Hill and surrounding areas. All transformers, except for one pole mounted transformer at Buildiny 653, were field screened using an immunoassay sampler to determine if they contained PCBs. Transformers identified in the initial field screening to contain PCBs (concentration greater than 5 ppm) were removed, characterized and disposed of under the uniform manifest as toxic hazardous waste at an EPA approved PCB disposal facility. A pole mounted transformer on Skeet Range Road was field tested separately and found to contain PCBs at 8 ppm (Woodward Clyde, 1987). This transformer and the transformer at Building 653 have not been removed from HAAF and they do not pose a threat to human health and the environment provided that there are no releases of PCBs from the transformers.

#### VI. RELEASE OF PETROLEUM SUBSTANCES

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Petroleum and petroleum constituents were detected above soil screening levels at the 800-A Parcel portion of the Property as indicated in the table in Section V.

On the 300-A Parcel releases of petroleum products have occurred at three locations, Building 885 (the former auto hobby shop), the former car wash location and the unnamed tributary of Pacheco Creek that lies along the northwestern boundary of this parcel. The primary sources for these releases are leaks and spills from underground and above ground storage tanks, hydraulic lifts and associated piping. All tanks, lifts and associated piping have been removed from the Property. The Army has remediated all areas where petroleum releases have occurred to levels protective of human health and the environment with the exception of the unnamed tributary of Pacheco Creek. At this location three sediment samples indicated the presence of low concentrations of the following petroleum constituents; benzo(a)pyrene, benzo(k)fluoranthene, and benzo(b)fluoranthene. As proposed in the "Site Investigation Report for 800-A Parcel" (IT, 1996), the detected concentrations are within acceptable ranges for protection of human health and the environment and therefore no remediation was required. No detectable concentrations of petroleum contamination were found in groundwater samples collected at selected locations in Building 885. However, low concentrations of petroleum hydrocarbons were subsequently detected along the northwestern, northeastern and eastern boundary during the investigation by NHP. All detected concentrations were below screening levels and no remedial action was required. Possible sources for this contamination is discussed in Section VII below.

Based on visual inspection of the WAF Hill area during investigations and review of historical records, there is no basis to suspect releases of petroleum products on this part of the Property. A previous ground penetrating radar survey done by Norcal in 1995 indicated two anomalous areas, between Buildings 629 and 630 located northeast of B Street, that could represent underground storage tanks (USTs). Visual inspections of trenches excavated by NHP in 1996 did not indicate the presence of underground storage tanks in the anomalous areas between buildings 629 and 630.

#### VII. POTENTIAL IMPACTS FROM ADJACENT PROPERTIES

#### LANDFILL 26

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Landfill 26 (approximately 22.6-acres) is located north of WAF Hill and east of the 800-A Parcel (Figure 1). It is located in a natural topographic low between Ammo Hill and Reservoir Hill, and was used as a landfill from the early 1940s until 1974. refuse and soil at the landfill has been found to contain petroleum products and petroleum constituents, volatile organic compounds, phthalates, pesticides, polychlorinated biphenyls, and heavy metals. Groundwater samples collected at the landfill have been found to contain petroleum products and petroleum constituents, volatile organic compounds, phthalates, and heavy metals. To minimize contaminant migration, an engineered cap has been constructed over Landfill 26 and a groundwater extraction/treatment system has been installed. The predominant direction of groundwater movement is to the north, away from both WAF Hill and the 800-A Parcel. Landfill 26 is also topographically down gradient of the Property. Therefore, neither soil or groundwater contamination from Landfill 26 is likely to migrate to the Property and does not pose a threat to future residents.

Landfill gases have also been detected at Landfill 26. Samples collected from within and along the perimeter of the northern end of the landfill have been found to contain benzene, vinyl chloride, methylene chloride, and methane (Summary Technical Report for Landfill 26 at Hamilton Army Airfield: Geological and Chemical Data Analysis, Woodward Clyde, 1997). The detections have been sporadic and of low concentrations with the exception of methane from monitoring point GMP-5, along the northeastern perimeter of the landfill. Methane emissions from this monitoring point exceeded the 5-percent limit (Title 14, California Code of Regulations, Section 17783, Integrated Waste Management Board) for off-site migration during the last of a series of nine sampling events. GMP-5 is located approximately 700 feet from the closest point to the Property. Four additional gas monitoring points, not exceeding the methane emission limit, lie between GMP-5 and the Property. Gas control measures will be implemented if the condition at GMP-5 persists. However, the methane gas is not likely to migrate from the GMP-5 location to the Property at levels which pose a threat to future residents. It should also be noted that periodic landfill gas monitoring will be conducted by the Army in accordance with landfill closure requirements.

#### POL AREA

The POL Area is located approximately 200 feet north of the northern edge of the WAF Hill portion of the Property, as shown on Figure 1. Petroleum hydrocarbon contamination has been found in both the soil and groundwater. The predominant direction of groundwater movement ranges from northwest to northeast, away from both the 800-A Parcel and WAF Hill. Groundwater monitoring conducted from 1993 to 1995 indicates that fuel was released but that the plume is stable and confined to the immediate area. Requirements for soil remediation and groundwater monitoring will be stipulated in the forthcoming Record of Decision for the BRAC Parcel. For these reasons, neither soil or groundwater contamination from the POL Area is likely to migrate to the Property and does not pose a threat to future residents.

#### GSA PHASE I SALE AREA

The GSA Phase I Sale Area is located to the southeast of WAF Hill as shown in Figure 2. Investigation and remediation of this area was completed by the Army in 1995. Both hazardous substances and petroleum hydrocarbons were remediated to levels that do not represent a threat to future residents of the GSA Phase I Sale Area, or surrounding properties.

### SUSPECTED DRAINAGE SEDIMENT LOCATION

The suspected drainage sediment location lies northwest of WAF Hill, west of Aberdeen Road between State Access Road and Radio Intelligence Road (Figure 2). This site is topographically down gradient from the Property. Reportedly, sediment collected during the cleaning of drainage ditches was deposited in this location. Previous investigations of drainage ditch sediments on HAAF indicate that potential contaminants include; petroleum hydrocarbons, dichlorodiphenyl-trichloroethane (DDT), heavy metais, and PCBs. These contaminants have low mobility in the environment and are not expected to migrate towards the Property. Therefore, they do not represent a threat to future residents. The suspected drainage sediment location will be investigated by the Army, and remediated if necessary, beginning in 1997.

#### NORTHWESTERN PACIFIC RAILROAD RIGHT-OF-WAY

The Northwestern Pacific Railroad right-of-way is located along the northeast boundary of the 800-A Parcel and along the southwest boundary of WAF Hill, as shown in Figures 2 and 3. The Northwestern Pacific Railroad is unaware of any potential contamination along this portion of the rail line and has not conducted environmental investigations in this area.

#### BP STATION

The BP Station is located to the northwest of, and adjacent to, the 800-A Parcel along the boundary delineated by an unnamed tributary of Pacheco Creek (Figure 3). Petroleum hydrocarbons have been released to both soil and groundwater at the BP Station. Previous investigations of the groundwater, by the owner of the property, indicate that petroleum hydrocarbon contamination was generally limited to the northwestern portion of the BP Station and that groundwater is generally moving away from the Property. However, the recent investigation conducted by NHP along the boundary between the BP Station and the 800-A Parcel indicates that low concentrations of petroleum hydrocarbons from the BP Station may have impacted the Property at levels below screening levels. However, due to the location and magnitude of contaminate concentrations and the direction of groundwater movement, neither soil or groundwater contamination from the BP Station represents a threat to future residents of the Property.

### NAVY DRY CLEANING FACILITY

The Navy dry cleaning facility (Building 827) is located approximately 150 feet to the east of the 800-A Parcel as shown on Figure 3. Hazardous substances and petroleum hydrocarbons have been released to both soil and groundwater at the Navy dry cleaning facility. Communication with the Navy indicates that the contaminants include trichloroethylene (TCE), 1,1dichloroethylene (DCE), 1,2-DCE and vinyl chloride. Underground storage tank investigations conducted by the Navy show that the groundwater contamination is migrating generally in a northeast direction, although no studies have been conducted in this area to determine the groundwater flow direction. The recent investigation conducted by NHP along the eastern boundary of the 800-A Parcel indicates that low concentrations of petroleum hydrocarbons, presumably originating from the Navy dry cleaning facility, have impacted the Property, but at concentrations below screening levels. No hazardous substances were detected during the NHP investigation. It should also be noted that the Navy is currently investigating the site and will initiate remedial activities as required. Therefore, neither soil or groundwater contamination from the Navy dry cleaning facility poses a threat to future residents of the Property.

#### VIII. DISCLOSURE OF OTHER POTENTIAL CHEMICAL HAZARDS WHICH POSE CONSTRAINTS

The Deed will include disclosure statements and warning notices pertaining to the condition of the Property as discussed below.

#### ASBESTOS

A comprehensive asbestos survey for a representative sample of structures on the GSA Sale Property was conducted in 1987. The survey and the date of construction of the buildings indicate that asbestos-containing material have been used in the construction of many of the buildings within the Property. Asbestos shingles were identified in 28 of the 36 buildings on the Property. Asbestos insulation was identified in 25 buildings. NHP demolished Buildings 600, 601, 642, 643, 645, 649, 704, 707, 710, 712, 724 and 725 in accordance with applicable regulations to prevent the release of asbestos to the environment. The presence of asbestos in the remaining buildings should be considered for all future building demolition, renovation, or occupation.

#### LEAD-BASED PAINT

Based on the date of construction of the buildings, the presence of lead is probable in essentially all painted construction surfaces. NHP demolished buildings 600, 601, 642, 643, 645, 649, 704, 707, 710, 712, 724 and 725 in accordance with applicable regulations to prevent the release of lead-based paint to the environment. The potential for lead to be present in the painted surfaces of the remaining buildings should be considered for all future building demolition, renovation, or occupation.

No comprehensive lead-based paint soil survey has been conducted for the Property. However, in September 1996 the Department of Toxic Substances Control collected five soil samples from the WAF Hill area. The planned use of these locations is residential development. The sampling results are presented in the "Preliminary Assessment Report for the GSA Phase II Sale Area" (IT/Woodward Clyde, 1996). Lead concentrations for these five samples were all below 400 mg/kg (400 mg/kg is both an EPA Region 9, Preliminary Remediation Goal (PRG) and a U.S. Housing and Urban Development (HUD) screening level).

#### RADON

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No comprehensive radon gas survey has been performed for the Property. However, radon testing performed in the adjacent Department of Defense Housing Facility (Navy property) did not detect radon above 4 picocurries per liter (pci/L) (ETC, 1994). As referred to on page 2-4 of the referenced 'Property Transfer Report, GSA Phase I Sale Area (Woodward Clyde, 1994) and page 3-4 of the 'Preliminary Assessment, GSA Phase II Sale Area' (IT,Woodward Clyde, 1996), discussions by Engineering Science Inc. with U.S. Geological Survey representatives indicated that radon is not likely to be present in association with the geological formations found at Hamilton Army Airfield. In addition, a search of radon information for the Novato area conducted by Environmental Data Resources, Inc. (EDR) in 1995 indicated the average activity in the first floor living areas was 0.375 pci/L. All reported values of the adjacent Navy housing facility were below 4 pci/L.

#### PCBs

As discussed in Section V, one pole mounted transformer at Building 653 has not been tested for PCBs. The possible presence of PCBs in this transformer should be considered for future removal, renovation, or use of this transformer.

#### PESTICIDES

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No comprehensive pesticide survey has been performed for the Property, but pesticides were probably applied during normal grounds keeping activities. However, no indication of activities involving heavy pesticide application were discovered during the records review performed for preparation of the "Preliminary Assessment Report for the GSA Phase II Sale Area" (IT/Woodward Clyde, 1996). In addition, no pesticides were detected in surface water samples collected from Pacheco Creek and the drainage ditches around Landfill 26 in 1987 and 1990 (down gradient from the Property) (Summary Technical Report for Landfill 26 at Hamilton Army Airfield: Geological and Chemical Data Analysis, Woodward Clyde, 1997).

#### IX. CONCLUSION

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Based on the above information, I conclude that the requirements of CERCLA 120(h)(1) and (3) have been met. All remedial actions necessary to protect human health and the environment with respect to hazardous substances on the Property have been taken.

Based on the above information, I also conclude that petroleum products have been released on the Property. All remedial actions required by the State environmental agencies to protect human health and the environment with respect to petroleum have been taken.

Therefore, I certify that I have reviewed all available referenced materials, State requirements and the provisions of CERCLA 120(h)(3), and find that the Property fully complies with all applicable laws and policies and is environmentally suitable for transfer.

#### X. POST-TRANSFER RESPONSIBILITIES

The Army's responsibilities regarding the presence of hazardous substances after the transfer of the Property is enumerated by statute and regulation. CERCLA 120 (h)(3) {42 U.S.C. 9620 (h)(3)} requires the subject property transfer Deed to: (A) contain a covenant warranting that any additional remedial action found to be necessary after the date of such transfer shall be conducted by the United States, and (B) contain a clause granting the United States access to the Property in case remedial action or corrective action is found to be necessary after the date of such transfer.

In addition, the Defense Environmental Restoration Program (DERP) {10 U.S.C. 2701 et. seq.} states that the Department of Defense shall carry out a program of environmental restoration for the cleanup of contamination from hazardous substances, pollutants, and contaminants. DERP specifically applies to facilities or sites which were once owned by the United States at the time of actions leading to contamination of the property.

DOROTHY F. KLASSE COL, EN Commanding U.S. Army Corps of Engineers Sacramento District

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