

EXCLUSIVE NEGOTIATING AGREEMENT

This Exclusive Negotiating Agreement (this "Agreement") is entered into as of this 1st day of May 2024 (the "Effective Date"), by and between the City of Novato, a California municipal corporation (the "City"), and the Park Acquisition Corporation of Marin Valley Mobile Country Club, a California nonprofit mutual benefit corporation organized and existing under the laws of the State of California (the "PAC"), on the basis of the following facts:

RECITALS

A. The City is the owner of that certain real property, and certain related on-site improvements, commonly referred to as the Marin Valley Mobile Country Club and more particularly described in the attached Exhibit A ("MVMCC" or the "Property").

B. In order for the City to own, develop, and operate the Property, certain tax-exempt bonds (the "Senior Bonds") were issued by the California Local Government Finance Authority. On December 1, 2012, the City and the Bank of Marin entered that certain Loan Agreement for the City to borrow amounts for the purpose of refunding and redeeming the Senior Bonds and to discharge its obligations as related to the Senior Bonds (the "Bank of Marin Loan").

C. The PAC is a California nonprofit mutual benefit corporation exempt from federal income taxation pursuant to Section 501(c)(4) of the Internal Revenue Code, and was formed for the charitable purposes of: (i) providing and maintaining decent, safe, and sanitary housing for seniors; (ii) providing affordable senior housing and preserving the affordability of a mobile home park; and (iii) relieving the burdens on the City of ownership of the Property.

D. The purpose of this Agreement is to ensure the City will negotiate exclusively with the PAC, and no other party, during the term of this Agreement concerning the potential sale of the Property to the PAC for operation of the Property as an affordable mobile home park community for seniors.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the PAC (each a "Party" and collectively the "Parties") mutually agree as follows:

ARTICLE 1.

EXCLUSIVE NEGOTIATION RIGHTS

Section 1.1 Good Faith Negotiations. The Parties shall negotiate diligently and in good faith, during the Negotiating Period described in Section 1.2, toward a potential agreement concerning the sale of the Property from the City to the PAC (the "Acquisition Agreement"). During the Negotiating Period, as defined below, the Parties shall use reasonable good faith efforts to accomplish the respective tasks outlined in Article 2 to facilitate the negotiation of a mutually satisfactory Acquisition Agreement.

As more particularly described below, among the issues to be addressed in the negotiations are: (i) the consideration for the sale of the Property, (ii) the physical and land title conditions of the Property, and (iii) any other conditions of sale of the Property.

The PAC understands and agrees that by entering into this Agreement the City is making no commitment that it will approve the Acquisition Agreement or other agreement with the PAC. The City specifically retains the right, in its sole discretion and for any reason or no reason, to approve or deny any proposed Acquisition Agreement, or to approve an alternative agreement, or to impose any conditions or terms upon the sale of the Property.

Section 1.2 Negotiating Period. The exclusive negotiating period under this Agreement shall be through December 31, 2025, commencing on the Effective Date, subject to extension by mutual agreement of the Parties in writing (the "Negotiating Period"). The Negotiating Period may be extended for two (2) additional six (6) month periods by the mutual written agreement of the Parties if sufficient progress toward a mutually acceptable Acquisition Agreement has been made during the Negotiating Period to merit such extension.

If an Acquisition Agreement has not been executed by the City and the PAC by the expiration of the Negotiating Period (as the Negotiating Period may be extended pursuant to the preceding paragraph), then this Agreement shall terminate and neither Party shall have any further rights or obligations under this Agreement. If an Acquisition Agreement is executed by the Parties then, upon such execution, this Agreement shall terminate, and all rights and obligations of the Parties shall be as set forth in the executed Acquisition Agreement.

Section 1.3 Exclusive Negotiations. During the Negotiating Period (as such Negotiating Period may be extended pursuant to Section 1.2), the City shall not negotiate with any entity, other than the PAC, regarding the acquisition of the Property, or solicit or entertain any bids or proposals to do so.

ARTICLE 2.

NEGOTIATION TASKS

Section 2.1 Overview. To facilitate negotiation of the Acquisition Agreement, the Parties shall use reasonable good faith efforts to accomplish the tasks set forth in this Article 2 in a timeframe that will support negotiation and execution of a mutually acceptable Acquisition Agreement prior to the expiration of the Negotiating Period.

Section 2.2 Financing. On or before June 30, 2025, the PAC shall provide the City with a detailed financial analysis for the acquisition and operation of the Property in a form and with content acceptable to the City (the "Financing Proposal"). The Financing Proposal shall establish, at a minimum, how the PAC will pay for the costs of the acquisition of the Property and the repayment of certain transaction costs associated with the sale. City shall timely produce to the PAC all documents in its possession regarding maintenance, operation, and ongoing costs for the Property, as may be requested from time to time, necessary to aid in the production of the Financing Proposal and related to the PAC's expected maintenance, operation, and ongoing costs for the Property, provided such documents are disclosable, not confidential or proprietary information, and not subject to any exemptions from disclosure under the California Public

Records Act or other law. The Financing Proposal may be refined by the Parties during the Negotiating Period, as appropriate, and will be used to evaluate the financial feasibility of the PAC's purchase and operation of the Property. This deadline herein may be extended by written agreement of the Parties. Notwithstanding any other provision of this Agreement, the City and PAC shall not negotiate the Acquisition Agreement until the City has received the Financing Proposal meeting all requirements of this Agreement.

Section 2.3 Consideration. The Parties acknowledge that the consideration for the sale of the Property may include any of or a combination of any of the following: funds equaling fair market value of the Property, payment of transactions costs and liabilities of the City related to the Property, rehabilitation of certain existing improvements on the Property, additional affordability covenants, and the payment of all of the City's and reasonable third-party costs associated with the sale.

Section 2.4 Due Diligence. During the Negotiating Period the PAC shall conduct due diligence activities, including but not limited to soils report, hazardous materials report, financial feasibility study, survey of the Property to determine actual property lines, and title adequacy, and other due diligence activities typically and/or prudently undertaken in similar transactions, at the PAC's sole expense (the "Due Diligence Activities"). The PAC assumes full responsibility and liability, including but not limited to costs, associated or related to such due diligence activities. The City shall not be liable to the PAC or any other party for the PAC's decision to undertake or not undertake any such activities. If, at the expiration of the Negotiating Period, the PAC has not undertaken a particular due diligence activity, the PAC hereby waives the right to do so for purposes of this Agreement and assumes all liability for its decision not to undertake such due diligence activities.

(a) Physical Determination. The PAC shall determine the geotechnical and soils conditions, the presence or absence of toxic or other hazardous materials and the other environmental and regulatory factors that the PAC deems relevant. If, in the PAC's judgment based on such investigations and analyses, any portion of the Property warrants further investigation and/or discussion, the PAC shall notify the City in writing prior to the expiration of the Negotiating Period of its determination. The PAC shall be solely responsible for determining and undertaking those activities, whether specifically listed herein or not, the PAC deems necessary as part of its due diligence hereunder. The City shall not be liable to the PAC or any other party for the PAC's decision to undertake or not undertake any such activities.

(b) Title Adequacy Determination. Within thirty (30) days following the Effective Date, the City shall cause a reputable title company to issue a Preliminary Title Report (the "Report") on the Property to the PAC. If the PAC objects to any exception appearing on the Report or should any title exception arise after the date of the Report, the PAC may object to such exception, provided such objection is made to the City in writing on or before 5 P.M. on the sixtieth (60th) day following the date the PAC receives the Report or receives notice of the exception. If the PAC objects to any exception to title, the City, within thirty (30) days of receipt of the PAC's objection, shall notify the PAC in writing whether the City elects to (1) cause the exception to be removed of record, (2) obtain a commitment from the title company for an appropriate endorsement to the policy of title insurance to be issued to the PAC, insuring against the objectionable exception, or (3) terminate this Agreement, unless the PAC elects to take title subject

to such exception. If any Party elects to terminate this Agreement pursuant to this Section 2.4(b), no Party shall thereafter have any obligations to or rights against the other hereunder. If the PAC fails to provide any notification to the City regarding this matter prior to expiration of the time period set forth herein, the condition set forth in this Section 2.4(b) shall be deemed satisfied, this Agreement shall continue in effect, and the condition of title at closing under any executed Acquisition Agreement shall be as set forth in the Report.

(c) Use of the Property. During the term of this Agreement, the City shall provide and allow the PAC and the PAC's engineers, consultants, contractors, environmental consultants, agents, employees, volunteers, and other representatives ("PAC's Representatives") reasonable, non-exclusive access to the Property during normal business hours for the purpose of conducting the inspections, described below, at the PAC's sole cost and expense and subject to the terms of this Agreement. The "inspections" shall mean any and all feasibility studies and physical examinations and inspections as the PAC deems relevant to the sale of the Property including, without limitation, soils investigations, surveys and engineering studies, Phase I environmental tests, hazardous materials investigations, financial feasibility studies, due diligence activities authorized and/or required by this Agreement, and inspections and biological surveys. The PAC shall not conduct any invasive or destructive testing on or of the Property (including, without limitation, a Phase II environmental test) without the City's prior written consent, which consent may not be unreasonably withheld.

At time of execution of this Agreement, the PAC shall furnish the City with a certificate of general liability insurance coverage in the amount of no less \$2,000,000 per occurrence/\$4,000,000 in the aggregate, naming the City as an additional insured by separate endorsement with coverage at least as broad as ISO forms CG 20 10 and CG 20 37. The PAC shall require the PAC's Representatives to do the same unless the PAC's Representatives are adequately covered by the PAC's insurance policies required herein. The PAC's and the PAC's Representatives' insurance policies: (1) shall be primary as respects any claims related to or as the result of the inspections described above and any insurance, pooled coverage, or self-insurance maintained by the City, its elected or appointed officials, officers, agents, employees, volunteers, or contractors shall be non-contributory. In conducting the inspections described above on the Property, the PAC and the PAC's Representatives shall comply with all applicable federal, state, and/or local laws or regulations concerning the Property and/or the activities by or on behalf of the PAC thereon. The PAC shall provide the City with no less than twenty-four (24) hours prior written notice of such entry. The PAC may provide notice of multiple days of entry in lieu of providing multiple notices of entry.

The PAC shall indemnify and defend the City, its appointed and elected officials, officers, employees, agents, and volunteers, and the Property (the "Indemnified Parties") from, and hold the Indemnified Parties free and harmless from, all loss, damage, liability, actions, claims, costs, and expenses, (including, without limitation, reasonable attorneys' fees, expert witness fees and all other costs of litigation or dispute resolution) arising from any entry by the PAC or the PAC's Representatives on the Property or exercise of its rights under this Agreement, including without limitation from all mechanics', materialmen's' and other liens resulting from any such conduct, including those made against or suffered by the Indemnified Parties by reason of any actual or alleged loss, damage, injury or claim of any kind or character to any person or property arising from the performance under this Agreement by the PAC or PAC's Representatives, except

any claims resulting from the Indemnified Parties' sole and active negligence or willful misconduct.

The PAC shall require the following language in every contract or agreement entered into between the PAC and any PAC's Representatives or other third-party that may access the Property:

“[FULL LEGAL NAME OF PARTY] shall indemnify and defend the City and its elected and appointed officials, employees, agents, and volunteers, and hold all of them free and harmless from, all loss, damage, liability, actions, claims, costs, and expenses, (including, without limitation, reasonable attorneys' fees, expert witness fees and all other costs of litigation or dispute resolution) arising out of or related to any inspection conducted by _____ (including, without limitation, any and all feasibility studies and physical examinations and inspections on behalf or at the direction of the PAC such as soils investigations, surveys and engineering studies, Phase I environmental tests, and inspections and biological surveys), and/or any entry by the contractor, subcontractor, engineer, and/or consultant on the Property for any reason or exercise of its rights under this Agreement including, without limitation, from all mechanics', materialmen's, and other liens resulting from any such conduct, including without limitation those made against or suffered by the City, by reason of any actual or alleged loss, damage, injury, or claim of any kind or character to any person or property arising from or related to the performance under this Agreement, except any claims resulting from the City's sole and active negligence or willful misconduct.”

If the PAC provides access to the Property to the PAC's Representatives or any of them, or other third-party, without a contract or agreement for the work, the PAC shall require that the PAC's Representatives or other third-party to submit to the PAC a signed agreement by the PAC Representative or said third party that includes the full language quoted above.

On or before the expiration of the Negotiation Period, the PAC shall promptly repair and/or remedy any physical damage to the Property caused by any entry on the Property by the PAC or the PAC's Representatives and/or the inspections described above, at the PAC's sole expense, and restore the Property to substantially the same condition as it existed on the Effective Date of this Agreement. The PAC shall, at all times, keep the Property free and clear of any mechanics' or materialmen's liens arising out of the activities of the PAC or the PAC's Representatives on the Property and/or the inspections described above.

The City shall not assume any responsibility for or duty to protect against any loss, damage, theft, or vandalism of the Property or any portion thereof or equipment to which the PAC and/or the PAC's Representatives may place upon the Property related to the inspections described above.. The PAC must cause all tools and equipment taken upon or placed upon the Property by the PAC and/or the PAC's Representatives related to the inspection described above to be removed on or before the termination of this Agreement.

Section 2.5 Consent of Interested Parties. Notwithstanding anything to the contrary herein, the Parties acknowledge that the Bank of Marin, the City of Novato, and the PAC may be

required to consent to the sale of the Property. The PAC shall conduct outreach and educational efforts with all residents of the Property during the Negotiating Period in a form and manner acceptable to the City and shall provide a written report thereof to the City. In 2025 and prior to the expiration of the Negotiating Period, the PAC, in a form and manner acceptable to the City, shall conduct a vote of all current residents regarding their approval or disapproval of the sale or transfer of MVMCC. In the event a majority of residents disapprove or fail to approve the sale or transfer, this Agreement shall automatically terminate.

Section 2.6 Documents. The City shall provide the PAC with copies of all reports, studies, analyses, correspondence and similar documents (collectively, "Documents"), including all property appraisals and slope reports, if any, prepared or commissioned by the City with respect to this Agreement, but excluding confidential or proprietary information and documents exempt from disclosure under the California Public Records Act or other law, promptly following execution of this Agreement with respect to Documents then in its possession or under its reasonable control, and promptly upon their completion with respect to any subsequently prepared Documents. Nothing in this Section 2.6 relieves the PAC of its obligations to perform due diligence activities, as required by Section 2.4, or imposes any duty or liability on the City related to such Documents.

Unless otherwise waived by the City, the PAC shall provide the City with copies of all reports, studies, analyses, correspondence and similar documents, but excluding confidential or proprietary information, prepared or commissioned by the PAC with respect to this Agreement and the Property, promptly upon their completion.

Section 2.7 Progress Reports. From time to time as reasonably agreed upon by the Parties, each Party shall make oral or written progress reports advising the other Party on studies being made and matters being evaluated by the reporting Party with respect to this Agreement and the Property.

Section 2.8 Payment of Costs and Fees by the PAC. Within five (5) days following the Effective Date, the PAC shall deposit with the City ten thousand dollars (\$10,000.00) towards the City's costs associated with this Agreement and the Acquisition Agreement ("City Costs"). The City shall notify the PAC in writing when twenty-five percent (25%) or less of this initial deposit remains and the PAC shall promptly provide an additional deposit or deposits pursuant to such written notifications as may be needed to cover all City Costs. At least once each calendar quarter, City shall transmit to PAC an invoice of City Costs and a copy of each invoice, bill or other evidence of City Costs, if any and when available, including itemized invoices and receipts for any reimbursable expenses, provided such documents are not subject to any exemptions from disclosure under the California Public Records Act or other law. City shall provide a summary of legal services invoices showing the number of hours worked and applicable rates.

Section 2.9 Compliance with Surplus Land Act. Within ninety (90) days following the Effective Date, the PAC shall provide the City evidence demonstrating the Property's eligibility for treatment as "Exempt Surplus Land" under the Surplus Land Act (Government Code section 54220 et seq.) generally and specifically Government Code section 54221, subdivision (f)(1)(A) and Government Code section 37364. If the PAC fails to provide such evidence or if the City determines, in its sole and absolute discretion, that such evidence is inadequate, the City may

terminate this Agreement without any liability or further obligation to the PAC or any other party.

ARTICLE 3.

GENERAL PROVISIONS

Section 3.1 Limitation on Effect of Agreement. This Agreement shall not obligate either the City or the PAC to enter into an Acquisition Agreement or to enter into any particular agreement. By execution of this Agreement, the City is not committing itself to or agreeing to undertake disposition of the Property. By execution of this Agreement, the PAC is not committing itself to or agreeing to undertake acquisition or exercise of control over the Property. Execution of this Agreement by the City is merely an agreement to conduct a period of exclusive negotiations in accordance with the terms hereof, reserving for subsequent City Council action the final discretion and approval regarding the execution of an Acquisition Agreement and all proceedings and decisions in connection therewith. Any Acquisition Agreement resulting from negotiations pursuant to this Agreement shall become effective only if and after such Acquisition Agreement has been considered and approved by the City Council following conduct of all legally required procedures, and executed by duly authorized representatives of the City and the PAC. Until and unless an Acquisition Agreement is signed by the PAC, approved by the City Council, and executed by the City, no agreement drafts, actions, deliverables, or communications arising from the performance of this Agreement shall impose any legally binding obligation on either Party to enter into or support entering into an Acquisition Agreement or be used as evidence of any oral or implied agreement by either Party to enter into any other legally binding document.

Section 3.2 Notices. Formal notices, demands and communications between the City and the PAC shall be sufficiently given if, and shall not be deemed given unless, dispatched by certified mail, postage prepaid, return receipt requested, or sent by express delivery or overnight courier service, to the office of the Parties shown as follows, or such other address as the Parties may designate in writing from time to time:

CITY: City of Novato
Attn: Interim City Manager
922 Machin Ave.
Novato, CA 94945
Phone: (415) 899-8903
Email:
acunningham@novato.org

COPY TO: Gary B. Bell, City Attorney
Colantuono, Highsmith &
Whatley, PC
333 University Ave, Suite 200
Sacramento, CA 95825
Phone: (530) 432-7357
Email: GBell@chwlaw.us

PAC: Park Acquisition Corporation
Attn: President
100 Marin Valley Drive
Novato, CA 94949
Email: jjshelfer@yahoo.com

COPY TO: Dana Dean
Hanson Bridgett, LLP
1676 N. California Blvd Ste 620
Walnut Creek, CA
Phone: (925) 746-8482
Email: ddean@hansonbridgett.com

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

Section 3.3 Waiver of Lis Pendens. It is expressly understood and agreed by the Parties that no lis pendens shall be filed against any portion of the Property with respect to this Agreement, or any dispute or act arising from it.

Section 3.4 Right of Entry. The City shall cooperate with the PAC to provide the PAC, and the PAC's agents and consultants the right to enter upon the Property, as necessary, for purposes of conducting investigations to further the objectives of this Agreement, subject to Section 2.4 of this Agreement. The PAC shall not obstruct, interfere, or otherwise frustrate the City's access to the Premises, access to information related to this Agreement, or the City's ownership of the Premises.

Section 3.5 No Commissions. Except as may otherwise be provided in any Acquisition Agreement hereafter executed by the Parties, neither Party shall be liable for any real estate commissions or brokerage fees that may arise from this Agreement or any Acquisition Agreement resulting from this Agreement. Each Party represents that it has engaged no broker, agent, or finder in connection with this transaction, and each Party shall defend and hold the other Party harmless from any claims by any broker, agent or finder retained by the other Party.

Section 3.6 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action to enforce or interpret this Agreement shall be brought in the Superior Court of California for the County of Marin, which shall have exclusive jurisdiction therefor.

Section 3.7 No Third-Party Beneficiaries. This Agreement is made and entered into solely for the benefit of the City and the PAC, and no other person shall have any right of action under or by reason of this Agreement.

Section 3.8 Recitals. The Recitals set forth at the beginning of this Agreement are true and correct and are incorporated into this Agreement in their entirety by this reference.

Section 3.9 Headings and Interpretation. The section headings in this Agreement are for convenience only; they do not explain, modify, or add to the meaning of this Agreement. This Agreement is the result of the combined efforts of the Parties. If any provision is found ambiguous, the ambiguity will not be resolved by construing this Agreement in favor of or against either Party, but by defining the terms according to their generally accepted meaning.

Section 3.10 Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any provision of this Agreement will not affect the other provisions.

Section 3.11 Waiver. No waiver by either of the Parties of any breach of any term or provisions of this Agreement shall be deemed, nor will be, a waiver of any preceding, concurrent,

or succeeding breach of the same or any other term or provision hereof.

Section 3.12 Independent Capacity. Nothing in this Agreement is intended to or does establish the Parties as partners, co-venturers, or principal and agent with each other.

Section 3.13 Delegation Agreement. In the event of any conflict between this Agreement and that certain “Restated and Amended Marin Valley Mobile County Club Delegation Agreement”, dated June 4, 2013 and amended on August 2, 2018, the terms of this Agreement shall prevail for the limited purpose and only to the extent needed to comply with this Agreement.

Section 3.14 Attorneys’ Fees. In any action or other legal or administrative proceeding to enforce this Agreement, or that may arise out of this Agreement, each party shall pay its own attorneys’ fees and costs.

Section 3.15 Successors and Assigns. This Agreement is binding on and will inure to the benefit of the Parties and their respective successors. This Agreement cannot be transferred or assigned, except to an affiliated entity controlled and managed by the PAC or its owners. The PAC shall furnish financial documents demonstrating any management or ownership entity is still controlled by the PAC.

Section 3.16 Conflict of Interest. No officer or employee of the City shall hold any interest in this Agreement (California Government Code § 1090).

Section 3.17 Time Periods. Any time period to be computed under this Agreement shall be computed by excluding the first day and including the last day. If the last day falls on a Saturday, Sunday, or legal holiday, the last day will be extended until the next day the City is open for business. All references to days in this Agreement shall mean calendar days unless otherwise expressly specified. The City offices are closed on alternate Fridays and therefore any reference to business days shall mean Monday through Thursday unless one of those days is a holiday observed by the City.

Section 3.18 Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter of this Agreement and shall not be construed for or against either of the parties.

Section 3.19 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

Section 3.20 Exhibits. The following exhibits are attached to this Agreement and incorporated herein as though set forth in full for all purposes:

Exhibit A: Legal Description & Depiction

[Signatures on following page]

IN WITNESS WHEREOF, this Agreement has been executed, by the Parties as of the Effective Date.

“CITY”

City of Novato

By: Amy Cunningham
Amy Cunningham, Interim City Manager

Date: 4/30/2024 | 4:33 PM PDT

“PAC”

Park Acquisition Corporation of Marin
Valley Mobile Country Club

By: John J. Shelfer
John J. Shelfer, President

Date: April 29, 2024

ATTEST:

By: Laura McDowall
Laura McDowall, City Clerk

APPROVED AS TO FORM:

By: Gary B. Bell
Gary Bell, City Attorney

APPROVED AS TO FORM:

By: Dana Dean 4/29/24
Dana Dean
Hanson Bridgett LLP
Attorney for the Park Acquisition Corporation

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

DESCRIPTION

ESCROW NO. 325580 SAS

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

PARCEL ONE:

Beginning for reference at a found open 2 inch iron pipe accepted as that monument shown on Record of Survey filed July 10, 1969 in Book 8 of Surveys, at Page 57, Marin County Records, as being the corner common the Rancho San Jose and the Rancho San Pedro Santa Margarita Y Las Gallinas; said point also being designated "S.J.1", as shown on that certain Plat entitled, "Plat of Rancho San Jose, July 1858", filed for record in Book A of Patents on Page 1, Marin County Records; said point being the Northwest corner of Survey No. 5 in Township 2 North, Range 6 West, Mount Diablo Meridian; thence along the boundary of said Rancho San Jose and the Westerly line of said 8 O.S. 57, North 31° 38' 57" West, 141.51 feet to the True Point of Beginning; thence leaving said Rancho boundary and said Westerly line of 8 O.S. 57, North 58° 21' 03" East 56.66 feet; thence North 32° 44' 43" West, 112.90 feet; thence South 56° 52' 57" West 27.67 feet; thence North 36° 18' 57" West, 329.96 feet to a point on said aforementioned Rancho San Jose boundary and said Westerly line of 8 O.S. 57; thence along said Rancho boundary and said Westerly line of 8 O.S. 57, North 31° 38' 57" West 257.55 feet; thence leaving said Rancho boundary and said Westerly line of 8 O.S. 57, North 12° 57' 17" West 443.49 feet to a point on said Rancho boundary and said Westerly line of 8 O.S. 57 and which is a found, 3 inch brass capped monument, accepted as that monument shown on said 8 O.S. 57 and on that survey filed February 26, 1973 in Book 11 of Surveys at Page 70, Marin County Records and being the Northeast corner thereof; thence leaving said Rancho boundary and said Westerly line of 8 O.S. 57, along the North line of said 11 O.S. 70, North 74° 45' 51" West 2061.07 feet; thence leaving said North line of 11 O.S. 70, South 28° 17' 33" West, 307.47 feet; thence South 31° 34' 45" East, 176.63 feet; thence South 11° 14' 44" West 299.74 feet; thence South 25° 35' 52" West, 22.40 feet; thence South 35° 06' 40" West 174.62 feet; thence North 21° 35' 02" West, 60.08 feet to the beginning of a 100.00 foot radius, tangent curve to the right; thence along said curve, through a central angle of 45° 39' 21", an arc distance of 79.68 feet; thence North 24° 04' 19" East, 95.85 feet to the beginning of a 200.00 foot radius, tangent curve to the left; thence along said curve, through a central angle of 68° 23' 02", an arc distance of 238.70 feet; thence North 44° 18' 43" West, 377.64 feet to the beginning of a 275.00 foot radius, tangent curve to the left; thence along said curve, through a central angle of 56° 50' 36", an arc distance of 272.83 feet to the point of reverse curvature of a 375.00 foot radius, tangent curve to the right; thence along said curve, through a central angle of 56° 44' 18", an arc distance of 371.35 feet, to the point of compound curvature of 175.00 foot radius, tangent curve to the right; thence along said compound curve, through a central angle of 25° 31' 51", an arc distance of 77.98 feet to a point bearing South 6° 18' 59" East, 215.67 feet from the most Northerly corner of that certain parcel of land granted to the City of Novato by Deed recorded September 11, 1968 in Book 2239 of Official Records at Page 176, Marin County Records; thence South 71° 06' 50" West, 100.00 feet to the beginning of a 275.00 foot radius, non-tangent curve, the radius point of which bears North 71° 06' 50" East; thence Southeasterly along said curve, through a central angle of 25° 31' 51", an

DESCRIPTION
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arc distance of 122.54 feet to the point of compound curvature of a 475.00 foot radius, tangent curve to the left; thence along said curve, through a central angle of $56^{\circ} 44' 18''$, an arc distance of 470.38 feet to the point of reverse curvature of a 175.00 foot radius, tangent curve to the right; thence along a curve, through a central angle of $56^{\circ} 50' 36''$, an arc distance of 173.62 feet; thence South $44^{\circ} 18' 43''$ East, 377.64 feet to the beginning of a 100.00 foot radius, tangent curve to the right; thence along said curve, through a central angle of $68^{\circ} 23' 02''$, an arc distance of 119.35 feet; thence South $24^{\circ} 04' 19''$ West, 95.85 feet to the beginning of a 200.00 foot radius, tangent curve to the left; thence along said curve, through a central angle of $45^{\circ} 39' 21''$, an arc distance of 159.37 feet; thence South $21^{\circ} 35' 02''$ East, 196.43 feet, to the beginning of a 140.00 foot radius, tangent curve to the left; thence along said curve, through a central angle of $82^{\circ} 00' 37''$, an arc distance of 200.39 feet; thence South $61^{\circ} 58' 24''$ East, 168.41 feet; thence North $46^{\circ} 47' 31''$ East 307.04 feet; thence North $22^{\circ} 43' 48''$ East, 306.30 feet; thence North $88^{\circ} 49' 28''$ East 208.66 feet; thence North $73^{\circ} 09' 47''$ East, 534.21 feet; thence South $30^{\circ} 31' 33''$ East, 50.00 feet; thence South $59^{\circ} 28' 27''$ West, 360.08 feet; thence South $49^{\circ} 17' 13''$ West, 154.78 feet; thence South $40^{\circ} 34' 04''$ East 363.14 feet; thence North $45^{\circ} 42' 44''$ East 372.01 feet; thence North $76^{\circ} 56' 09''$ East 148.75 feet; thence South $63^{\circ} 52' 01''$ East, 28.35 feet; thence South $26^{\circ} 07' 59''$ West, 237.85 feet; thence South $74^{\circ} 20' 31''$ West, 205.01 feet; thence South $8^{\circ} 31' 26''$ West, 107.69 feet; thence South $53^{\circ} 07' 25''$ West, 214.67 feet; thence South $68^{\circ} 43' 49''$ West, 279.73 feet; thence South $41^{\circ} 06' 02''$ West 223.36 feet; thence South $35^{\circ} 40' 28''$ East, 139.99 feet; thence South $76^{\circ} 17' 06''$ East, 318.47 feet; thence North $80^{\circ} 54' 38''$ East, 5.65 feet; thence North $72^{\circ} 36' 03''$ East 330.41 feet; thence North $82^{\circ} 11' 38''$ East, 370.72 feet; thence South $74^{\circ} 25' 36''$ East 456.94 feet; thence North $58^{\circ} 21' 03''$ East, 439.01 feet to the True Point of Beginning.

PARCEL TWO:

A non-exclusive easement appurtenant to Parcel 1 above described for pedestrian and vehicular ingress and egress purposes; public utility purposes; drainage, storm and sanitary sewer purposes and fire and emergency vehicle access purposes on, over, under and across the following described parcel of real property:

Beginning from reference at the most Northerly corner of that certain parcel of land granted to the City of Novato, by Deed recorded September 11 1968 in Book 2239 of Official Records at Page 176, Marin County Records and the beginning of a 126.00 foot radius curve, the radius point of which bears North $85^{\circ} 48' 12''$ East; thence along the exterior line of said 2239 OR 176 the following courses and distances; Southerly along said curve, through a central angle of $4^{\circ} 30' 46''$, an arc distance of 9.92 feet to the point of compound curvature of a 33.19 foot radius, tangent curve to the left; thence along said curve through a central angle of $49^{\circ} 21' 16''$, an arc distance of 28.59 feet to the point of reverse curvature of a 50.00 foot radius, tangent curve to the right and thence along said curve, through a central angle of $111^{\circ} 56' 04''$, an arc distance of 97.68 feet to the TRUE POINT OF BEGINNING, being the North end point of a 175.00 foot radius curve, the radius point of which bears South $76^{\circ} 08' 44''$ East; thence leaving said exterior line of 2239 O.R. 176, Southerly along said curve, through a central angle of $32^{\circ} 44' 26''$, an arc distance of 100.00 feet; thence South $71^{\circ} 06' 50''$ West, 100.00 feet to the beginning of a 275.00 foot radius curve, the radius point of which bears North $71^{\circ} 06' 50''$ East; thence Northerly along

DESCRIPTION
Continued

said curve through a central angle of 30° 41' 42", an arc distance of 147.33 feet to a point on the Easterly line of that land granted to the State of California by Deed recorded February 3, 1961 in Book 1433 of Official Records at Page 353, Marin County Records; thence along said Easterly line, North 23° 07' 24" East, 1.33 feet to a point on said exterior line of 2239 O.R. 176; thence leaving said Easterly line of 1433 O.R. 353, along said exterior line of 2239 O.R. 176, South 66° 52' 36" East, 53.97 feet to the beginning of a 50.00 foot radius, tangent curve to the left and thence along said curve, through a central angle of 59° 15' 10", an arc distance of 51.71 feet to the TRUE POINT OF BEGINNING.

PARCEL THREE:

A non-exclusive easement appurtenant to Parcel 1, above described for vehicle turn around purposes on, over and across the following described parcel of real property:

Beginning for reference at a found open 2 inch iron pipe accepted as that monument shown on Record of Survey filed July 10, 1969 in Book 8 of Surveys, at Page 57, Marin County Records, as being the corner common to the Rancho San Jose and the Rancho San Pedro Santa Margarita Y Las Gallinas; said point being designated "S.J.1", as shown upon that certain plat entitled, "Plat of Rancho San Jose, July 1858", filed for record in Book A of Patents on Page 1, Marin County Records; said point being the Northwest corner of Survey No. 5 in Township 2 North, Range 6 West, Mount Diablo Meridian; thence along the boundary of said Rancho San Jose and the Westerly line of said 8 O.S. 57, North 31° 38' 57" West, 141.51 feet; thence leaving said Rancho boundary and said Westerly line of 8 O.S. 57, North 58° 21' 03" East, 56.66 feet; thence North 32° 44' 43" West, 112.90 feet to the TRUE POINT OF BEGINNING.; thence North 56° 52' 57" East 39.54 feet to the beginning of a 45.59 foot radius, tangent curve to the left; thence along said curve, through a central angle of 222° 19' 36", an arc distance of 176.90 feet; thence South 14° 33' 21" West 52.70 feet; thence South 36° 18' 57" East 43.88 feet; thence North 56° 52' 57" East, 27.67 feet to the TRUE POINT OF BEGINNING.

PARCEL FOUR:

A non-exclusive easement appurtenant to Parcel 1 above described for drainage purposes on, over, under and across the following described parcel of real property:

A 20 foot wide strip of land lying 10 feet either side of the following described line:

Beginning for reference at a found open 2 inch iron pipe accepted as that monument shown on Record of Survey filed July 10, 1969 in Book 8 of Surveys at Page 57, Marin County Records, as being the corner common to the Rancho San Jose and the Rancho San Pedro Santa Margarita Y Las Gallinas; said point also being designated "S.J.1", as shown upon that certain plat entitled, "Plat of Rancho San Jose, July 1858", filed for record in Book A of Patents on Page 1, Marin County Records; said point being the Northwest corner of Survey No. 5 in Township 2 North, Range 6 West, Mount Diablo Meridian; thence along the boundary of said Rancho San Jose and the Westerly line of said 8 O.S. 57, North 31° 38' 57" West, 687.55 feet to the TRUE POINT OF BEGINNING; said point being on the approximate centerline of an existing drainage ditch; thence along said approximate ditch centerline, North 78° 33' 04" East, 493.10 feet to a point on the

DESCRIPTION
Continued

Westerly right of way line of the Northwestern Pacific Railroad Company, a California Corporation, as described by Deed recorded May 15, 1908 in Book 114 of Deeds, at Page 376, Marin County Records.

The sidelines of this easement shall be lengthened or shortened to intersect said Westerly line of 8 O.S. 57 and said Westerly right of way line of 114 Deeds 376.

Certificate Of Completion

Envelope Id: 2FB7D625B631490E86A0E19B16D96479	Status: Completed
Subject: Complete with DocuSign: 2024-04.26. ENA.Accepted.PAC.pdf	
Source Envelope:	
Document Pages: 15	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Stacey Hoggan
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	922 Machin Avenue
	Novato, CA 94945
	shoggan@novato.org
	IP Address: 157.131.66.226

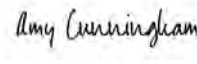
Record Tracking

Status: Original	Holder: Stacey Hoggan	Location: DocuSign
4/30/2024 3:55:49 PM	shoggan@novato.org	


Signer Events

Signer Events	Signature	Timestamp
Gary B. Bell		Sent: 4/30/2024 4:01:10 PM
Gbell@chwlaw.us		Viewed: 4/30/2024 4:30:28 PM
City Attorney		Signed: 4/30/2024 4:30:36 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 20.237.142.185	

Electronic Record and Signature Disclosure:
 Accepted: 4/30/2024 4:30:28 PM
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Amy Cunningham		Sent: 4/30/2024 4:30:37 PM
ACunningham@novato.org		Viewed: 4/30/2024 4:33:08 PM
Interim City Manager		Signed: 4/30/2024 4:33:13 PM
City of Novato	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 157.131.66.226	

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Laura McDowall		Sent: 4/30/2024 4:33:15 PM
lmcdownall@novato.org		Viewed: 4/30/2024 4:36:34 PM
City Clerk		Signed: 4/30/2024 4:36:48 PM
City of Novato	Signature Adoption: Uploaded Signature Image	
Security Level: Email, Account Authentication (None)	Using IP Address: 157.131.66.226	

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Stacey Hoggan	Completed	Sent: 4/30/2024 4:36:50 PM
shoggan@novato.org		Viewed: 4/30/2024 4:38:05 PM
Security Level: Email, Account Authentication (None)		Signed: 4/30/2024 4:38:51 PM
	Using IP Address: 157.131.66.226	

Electronic Record and Signature Disclosure:
 Accepted: 4/13/2023 5:46:16 PM
 ID: ddb4aa83-8a7c-411d-9b90-54d793619419

In Person Signer Events

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events

Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	4/30/2024 4:38:05 PM
Signing Complete	Security Checked	4/30/2024 4:38:51 PM
Completed	Security Checked	4/30/2024 4:38:51 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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