

PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298



Pacific Gas & Electric Company
GAS (Corp ID 39)
Status of Advice Letter 4815G/7048E
As of November 16, 2023

Subject: Donation of Unimproved Land in the City of Novato Request for Approval Under Section 851 and General Order 173

Division Assigned: Energy

Date Filed: 10-16-2023

Date to Calendar: 10-25-2023

Authorizing Documents: None

Disposition:	Accepted
Effective Date:	11-08-2023

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

edtariffunit@cpuc.ca.gov

AL Certificate Contact Information:

Kimberly Loo

(279)789-6209

PGETariffs@pge.com

PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298



To: Energy Company Filing Advice Letter

From: Energy Division PAL Coordinator

Subject: Your Advice Letter Filing

The Energy Division of the California Public Utilities Commission has processed your recent Advice Letter (AL) filing and is returning an AL status certificate for your records.

The AL status certificate indicates:

- Advice Letter Number
- Name of Filer
- CPUC Corporate ID number of Filer
- Subject of Filing
- Date Filed
- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)
- Effective Date of Filing
- Other Miscellaneous Information (e.g., Resolution, if applicable, etc.)

The Energy Division has made no changes to your copy of the Advice Letter Filing; please review your Advice Letter Filing with the information contained in the AL status certificate, and update your Advice Letter and tariff records accordingly.

All inquiries to the California Public Utilities Commission on the status of your Advice Letter Filing will be answered by Energy Division staff based on the information contained in the Energy Division's PAL database from which the AL status certificate is generated. If you have any questions on this matter please contact the:

Energy Division's Tariff Unit by e-mail to
edtariffunit@cpuc.ca.gov



October 16, 2023

Advice 4815-G/7048-E

(Pacific Gas and Electric Company ID U 39 M)

Public Utilities Commission of the State of California

**Subject: Donation of Unimproved Land in the City of Novato – Request for
Approval Under Section 851 and General Order 173**

Purpose

The purpose of this advice letter is to donate unimproved real property to Habitat for Humanity (Habitat) so that Habitat may develop affordable housing.

Pacific Gas and Electric Company (PG&E or the Company) requests California Public Utilities Commission (CPUC or Commission) approval under Public Utilities Code Section 851 (Section 851) and General Order 173 to donate this unimproved real property located in the City of Novato, County of Marin, California (Property).

PG&E has determined that the donation of the Property does not interfere with PG&E's operations or PG&E's ability to provide safe and reliable utility service to our customers.

Background

The Property consists of 13.57 acres and is located at 8161 Redwood Blvd in Novato. The legal description of the Property and the grant deed are included as Attachment 1.

PG&E purchased the Property in 1973 for a service center that was never built. Before 1973 there was a gas station on the property. From 1973 to 1995, PG&E leased a portion of the Property to an auto repair and body shop. In 1995, PG&E declared the Property surplus,¹ with plans to reserve easements for gas and electric distribution lines that cross the Property. PG&E conducted an underground storage tank investigation and received a No Further Action letter from the California Regional Water Quality Control Board. In 2009, PG&E conducted a Phase I Environmental Site Assessment, and no outstanding environmental conditions were found.

¹ Despite the Property being declared surplus and thus not necessary or useful for utility operations, PG&E is submitting this Section 851 request due to the public interest around this donation.

PG&E previously marketed the Property for sale, however no transaction successfully completed close of escrow. Factors that prevented successful transfer of ownership included buyer financial constraints as well as zoning and entitlement challenges. These unsuccessful attempted sales are summarized below.

In 2008, the City of Novato offered to purchase the Property for \$2,864,000, but in 2009 had to withdraw its offer prior to executing the PSA due to City fiscal constraints.

In 2016, PG&E agreed to sell the Property to West Bay Builders for \$2,225,834, and CPUC approved the sale on March 9, 2016 (AL 3686-G/4789-E²). In April 2016 this contract was terminated because the buyer failed to deliver its written election by the notice deadline to extend the initial inspection period, proceed with the purchase of the property, or to terminate the agreement.

In 2017, PG&E received an offer from Sycamore Group LLC for \$2,800,000, but, like the previous attempts, this sale was unsuccessful.

In 2018, Habitat approached PG&E to inquire about a potential donation of the Property for development of a housing project for the benefit of the community. On July 10, 2018, both parties entered into an eight-page detailed Memorandum of Understanding (MOU) for Donation of Property, which is included as Attachment 2. This MOU provided Habitat with the necessary legal commitment to pursue and obtain the entitlements to develop the Property.

Habitat plans to develop an 80-unit, 100% affordable housing community on the Property. Currently, the project is slated to sell 50% of the homes to low-income families, meaning those making less than 80% of adjusted Average Median Income (AMI). The remaining 50% of the homes will be sold to moderate income families earning between 80-120% AMI. Providing the opportunity of homeownership to low-income families that have historically been excluded from homeownership opportunities is the core mission of Habitat's organization. Nearly 90% of the homebuyers Habitat partners with identify as Black, Indigenous, or People of Color.

Donating the Property for Habitat's project is consistent with the CPUC's Environmental Social Justice Action Plan. This plan consists of nine goals, five of which are aimed at the CPUC's efforts and proceedings, and are thus not relevant to a project of this type. Below are the four relevant goals and how Habitat's project is aligned with them:

Goal 2: Increase investment in clean energy resources to benefit ESJ communities, especially to improve local air quality and public health. By providing affordable housing in close proximity to the Bay Area's core employment centers, the residents of Habitat's project will likely enjoy shorter commutes, which improves air quality and public health.

² https://www.pge.com/tariffs/tm2/pdf/GAS_3686-G.pdf

Goal 3: Strive to improve access to high-quality water, communications, and transportation services for ESJ communities. By providing affordable housing in close proximity to employment centers, the residents of Habitat's project will likely have shorter commutes and will likely have greater access to public transportation systems.

Goal 4: Increase climate resiliency in ESJ communities. By providing affordable housing in close proximity to employment centers, the residents of Habitat's project will likely have reduced reliance on cars, which improves climate resiliency.

Goal 7: Promote high road career paths and economic opportunity for residents of ESJ communities. By providing affordable housing in close proximity to employment centers, the residents of Habitat's project will likely have more career and economic opportunities.

After execution of the MOU, Habitat began work on approvals for its project. Between the signing of the MOU and December 5, 2019, when the Commission adopted the "Investor-Owned Utility Real Property – Land Disposition - First Right of Refusal for Disposition of Real Property Within the Ancestral Territories of California Native American Tribes" (Policy), Habitat invested over 1,000 hours of staff time and over \$200,000 in pre-development costs to complete conceptual design and due diligence for its project. This work included:

- Initial land planning to best develop the site for Habitat's project.
- Conceptual design work by the project's Land Planners, Architects, Civil Engineers, and Landscape Architects.
- Preliminary geotechnical, biological, cultural resources, and noise studies.
- Submitted a design review application to the City of Novato in July 2019 to formally begin the zoning approval and entitlement process.
- Secured over \$700,000 in funding from individual private donors, the Marin Community Foundation, and the Marin County Housing Trust Fund.

On November 6, 2019, Habitat's project received public comment for the first time at the Novato Design Review Committee (DRC).

In January 2021, Habitat contracted with LSA Associates to conduct a cultural resource study for Habitat's proposed project (LSA Study), in compliance with the California Environmental Quality Act (CEQA). The LSA Study was peer reviewed by Rincon Consultants for the City of Novato's Draft Initial Study - Mitigated Negative Declaration report, dated September 2021 (MND).³ The LSA Study did not identify any cultural resources on the proposed project site, but recommended archaeological monitoring for construction related ground disturbing activities in the eastern portion of the project site.

³ The MND can be found on the City's website at <https://www.novato.org/home/showpublisheddocument/33069/637705159139870000>.

From the City's MND, Cultural Resources section:

The City of Novato initiated consultation with the Native American Heritage Commission (NAHC) on February 4, 2021. A Sacred Lands File (SLF) search was completed by the NAHC with positive results for the project vicinity, who then recommended contacting the Federated Indians of Graton Rancheria (FIGR) and the Gudiville Indian Rancheria (GIR) for additional details. The City of Novato provided project details to the FIGR and GIR on March 2, 2021 with no response from either tribe. The presence of any Native American resources within the project site was not indicated.

In January 2022, Habitat successfully secured the necessary zoning, entitlements, and approvals to construct its housing project by the Novato City Council.

On August 10, 2022, Habitat met on the Property with representatives of FIGR and Planners and Environmental Consultants from the County of Marin. This meeting was initiated by a funding award that Habitat received from the County of Marin. As a result of this meeting, Habitat committed to hiring a consultant from FIGR's preferred vendor list and developing a monitoring plan for the project. Habitat has since signed a contract with a consultant from FIGR's preferred vendor list to complete the monitoring plan and onsite monitoring during construction.

On August 12, 2022, PG&E and Habitat executed the Donation Agreement to complete the transfer of the Property, pending CPUC approval. The Donation Agreement is included as Attachment 3. This work was the culmination of work that began after the execution of the MOU on July 10, 2018, when PG&E and Habitat began good faith negotiations on the Donation Agreement.

After execution of the Donation Agreement, Habitat continued to invest in its project, and as of January 31, 2023, had accrued over \$3,400,000 in costs. At that time, Habitat had also secured \$3,700,000 in public and private funding for the project. This included private donations from seven individuals and three tranches of funding from the Marin Community Foundation. Habitat has also been awarded public funding from Marin County and the Marin County Housing Trust Fund. In February 2023, Habitat also submitted applications for \$7,500,000 in public subsidy from California's CalHome program, and \$850,000 from California Energy Commission.

Tribal Lands Policy

On December 5, 2019, the Commission adopted the Policy. The Policy directs investor-owned utilities to (1) notify the appropriate local Native American Tribes of any proposed dispositions of utility-owned real property that are subject to Section 851 and (2) to allow 90 days for the Tribes to respond as to their interest in purchasing the Property.

Because of the obligations of the July 10, 2018 MOU, PG&E was not in a position to offer the tribes a right of first offer (ROFO). Nonetheless, as a courtesy, on August 25, 2022,

PG&E sent letters notifying two Tribes who had been identified by the Native American Heritage Commission (NAHC) as having a historic interest in the Property. These letters notified the tribes of this Advice Letter process and invited their participation. The notification letters, along with PG&E's request to the NAHC, are included as Attachment 4.

On September 7, 2022, PG&E received a response from FIGR requesting additional information about the Property and the MOU, and asking that PG&E not move forward with the advice letter. On November 8, 2022, PG&E granted FIGR access to Property data. After reviewing the Property data, FIGR requested to meet with PG&E.

On January 9, 2023, PG&E met with FIGR, where FIGR expressed concerns that sensitive tribal resources could be located on the Property. Following the meeting with FIGR, PG&E committed to a more extensive cultural resource study, which included multiple soil borings. PG&E invited FIGR to consult on this testing and FIGR did participate. This study was conducted on June 12, 2023, and the excavations did not encounter any prehistoric resources or materials nor any intact historic resources. PG&E shared the final report from this study with FIGR on August 16, 2023, and they did not express any further concerns.

Considering the public benefit of Habitat's project, and the absence of any cultural resources, this donation is ready to move forward.

Other Information

In accordance with General Order 173, Rule 4, PG&E provides the following information related to the proposed transaction:

(a) Identity and Addresses of All Parties to the Proposed Transaction:

Pacific Gas and Electric Company	Habitat for Humanity Greater San
Steven Frank	Francisco
Law Department	Maureen Sedonaen
300 Lakeside Drive	300 Montgomery St, Ste 450
Oakland, CA 94612	San Francisco CA 94104
Telephone: (415) 971-5091	Telephone: (415) 625-1001
Email: Steven.Frank@pge.com	Email: MSedonaen@habitatgsf.org

(b) Complete Description of the Property Including Present Location, Condition and Use:

The property is located at 8151 Redwood Blvd, Novato, California 94945-1403 (Marin County SBE 135-21-027A-1, APN 125-180-49). It is vacant, unimproved surplus land that is irregularly shaped, and the topography contains both level and low hillside terrain. It is adjacent to a hotel.

(c) Intended Use of the Property:

Habitat intends to use this land to build 80 affordable residential units and a commercial building.

(d) Complete Description of Financial Terms of the Proposed Transaction:

PG&E will not receive any financial compensation for the donation of this land.

(e) Description of How Financial Proceeds of the Transaction Will Be Distributed:

Not applicable.

(f) Statement on the Impact of the Transaction on Ratebase and Any Effect on the Ability of the Utility to Serve Customers and the Public:

There is no impact to PG&E's ratebase nor will granting this donation affect PG&E's ability to provide reliable service to its customers and the public at large.

(g) The Original Cost, Present Book Value, and Present Fair Market Value for Sales of Real Property and Depreciable Assets, and a Detailed Description of How the Fair Market Value Was Determined (e.g., Appraisal):

The most recent appraisal of the Property was done on November 13, 2021, and estimated the market value of the Property at \$2,950,000.

(h) The Fair Market Rental Value for Leases of Real Property, and a Detailed Description of How the Fair Market Rental Value Was Determined:

Not applicable.

(i) The Fair Market Value of the Easement or Right-of-Way, and a Detailed Description of How the Fair Market Value Was Determined:

Not applicable.

(j) A Complete Description of any Recent Past (Within the Prior Two Years) or Anticipated Future Transactions that May Appear To Be Related to the Present Transaction:

PG&E is not aware of any recent past or anticipated future transactions that may appear to be related to the present transaction.

(k) Sufficient Information and Documentation (Including Environmental Information) to Show that All of Eligibility Criteria Set Forth in Rule 3 of General Order 173 are Satisfied:

PG&E has provided information in this Advice Letter to satisfy the eligibility criteria under General Order 173 in that:

- The activity proposed in the transaction will not require environmental review by the CPUC as a Lead Agency;
- The transaction will not have an adverse effect on the public interest or on the ability of PG&E to provide safe and reliable service to its customers at reasonable rates;
- The transaction will not materially impact the rate base of PG&E; and
- The transaction does not warrant a more comprehensive review that would be provided through a formal Section 851 application.

(l) Additional Information to Assist in the Review of the Advice Letter:

PG&E does not believe any additional information is necessary for the review of the Advice Letter.

(m) Environmental Information:

Pursuant to General Order 173, the Advice Letter program applies to proposed transactions that will not require environmental review by the CPUC as a lead agency under the California Environmental Quality Act ("CEQA") either because: (a) a statutory or categorical exemption applies (the applicant must provide a Notice of Exemption from the Lead Agency or explain why an exemption applies), or (b) because the transaction is not a project under CEQA (the applicant must explain the reasons why it believes that the transaction is not a project), or (c) because another public agency, acting as the Lead Agency under CEQA, has completed environmental review of the project, and the Commission is required to perform environmental review of the project only as a Responsible Agency under CEQA.

Per (b) above, the proposed donation is not a "project" under CEQA as it only constitutes a change in ownership; therefore, the proposed donation will not require environmental review. Habitat's plan to develop affordable housing on this site was assessed by the City of Novato as the Lead Agency under CEQA. The City's MND can be found on the City's website – see footnote 3.

Protests

Anyone wishing to protest this submittal may do so by letter sent electronically via E-mail, no later than November 6, 2023, which is 21 days⁴ after the date of this submittal. Protests must be submitted to:

CPUC Energy Division
ED Tariff Unit
E-mail: EDTariffUnit@cpuc.ca.gov

The protest shall also be electronically sent to PG&E via E-mail at the address shown below on the same date it is electronically delivered to the Commission:

Sidney Bob Dietz II
Director, Regulatory Relations
c/o Megan Lawson
E-mail: PGETariffs@pge.com

Any person (including individuals, groups, or organizations) may protest or respond to an advice letter (General Order 96-B, Section 7.4). The protest shall contain the following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name and e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

Effective Date

Pursuant to the review process outlined in General Order 173, PG&E requests that this Tier 2 advice letter become effective on November 15, 2023, which is 30 days from the date of submittal.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically to parties shown on the attached list. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter submittals can also be accessed electronically at: <http://www.pge.com/tariffs>.

⁴ The 20-day protest period concludes on a weekend, therefore, PG&E is moving this date to the following business day.

/S/

Sidney Bob Dietz II
Director, Regulatory Relations
CPUC Communications

Attachment 1: Legal Description of the Property and Grant Deed
Attachment 2: Memorandum of Understanding
Attachment 3: Donation Agreement
Attachment 4: Tribal Notification Letters and NAHC Request

******* SERVICE LIST for Advice 4815-G/7048-E *******
APPENDIX A

Jonathan Reiger
Legal Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 355-5596
jzr@cpuc.ca.gov

Mary Jo Borak
Energy Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703-1333
bor@cpuc.ca.gov

Robert (Mark) Pocta
Public Advocates Office
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703- 2871
robert.pocta@cpuc.ca.gov

Michael Rosauer
Energy Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703-2579
michael.rosauer@cpuc.ca.gov

*******3rd Parties*******

Habitat for Humanity Greater San Francisco
Maureen Sedonaen
300 Montgomery St, Ste 450
San Francisco CA 94104
Telephone: (415) 625-1001



ADVICE LETTER SUMMARY

ENERGY UTILITY



MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No.: Pacific Gas and Electric Company (ID U39 M)

Utility type:

☒ ELC ☒ GAS ☐ WATER
☐ PLC ☐ HEAT

Contact Person: Kimberly Loo

Phone #: (279)789-6209

E-mail: PGETariffs@pge.com

E-mail Disposition Notice to: KELM@pge.com

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas WATER = Water
PLC = Pipeline HEAT = Heat

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 4815-G/7048-E

Tier Designation: 2

Subject of AL: Donation of Unimproved Land in the City of Novato – Request for Approval Under Section 851 and General Order 173

Keywords (choose from CPUC listing): Section 851

AL Type: ☐ Monthly ☐ Quarterly ☐ Annual ☒ One-Time ☐ Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #:

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: No

Summarize differences between the AL and the prior withdrawn or rejected AL:

Confidential treatment requested? ☐ Yes ☒ No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information:

Resolution required? ☐ Yes ☒ No

Requested effective date: 11/15/23

No. of tariff sheets:

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected:

Service affected and changes proposed¹: N/A

Pending advice letters that revise the same tariff sheets: N/A

¹Discuss in AL if more space is needed.

Protests and correspondence regarding this AL are to be sent via email and are due no later than 20 days after the date of this submittal, unless otherwise authorized by the Commission, and shall be sent to:

California Public Utilities Commission
Energy Division Tariff Unit Email:
EDTariffUnit@cpuc.ca.gov

Contact Name: Sidnev Bob Dietz II. c/o Megan Lawson
Title: Director, Regulatory Relations
Utility/Entity Name: Pacific Gas and Electric Company

Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email: PGETariffs@pge.com

Contact Name:
Title:
Utility/Entity Name:

Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:

CPUC
Energy Division Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102

Clear Form

Attachment 1

Legal Description of the Property and Grant Deed

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

- ☐ This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- ☐ Computed on Full Value of Property Conveyed, or
- ☐ Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
- ☐ Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax _____

LD# 2403-06-1267

DEED

2015281 (01-13-079) 01 16 6
 Former Novato Service Center

GRANT DEED

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("**Grantor**"), hereby grants, to HABITAT FOR HUMANITY OF GREATER SAN FRANCISCO, INC., a California nonprofit public benefit corporation ("**Grantee**"), as of _____, 20____, (the "**Effective Date**") the real property, situated in the City of Novato, County of Marin, State of California, described as follows (the "**Property**"):

(APN 125-180-49)

PARCEL ONE

The parcel of land conveyed by Francis Edward Allison, Sr., as executor of the will of Evelyn Marie Allison, to Grantor by deed dated June 26, 1973 and recorded in Book 2704 of Official Records at page 599, Marin County Records, and therein described as follows:

"Beginning at the most northerly corner of the parcel of land described and designated PARCEL ONE in the deed from Robert D. Carrow and wife to State of California dated November 30, 1972 and recorded in Book 2650 of Official Records at page 621, Marin County Records, said most northerly corner being a point in the westerly boundary line of the parcel of land described and designated PARCEL TWO in the deed from Julia C. Bodkin to State of California dated July 21, 1952 and recorded in Book 772 of Official Records at page 275, Marin County Records; thence running along the general northwesterly boundary line of said parcel of land designated PARCEL ONE

- 1 -

MAIL TAX STATEMENTS TO:

Name _____

Address _____

Zip _____

- (1) south 86° 34' 00" west 30.00 feet,
- (2) south 52° 53' 00" west 36.06 feet,
- (3) south 0° 09' 00" west 87.63 feet and
- (4) south 39° 04' 00" west 213.07 feet

to the most westerly corner of said parcel of land designated PARCEL ONE; thence leaving said general northwesterly boundary line and running along the westerly boundary line of said parcel of land designated PARCEL ONE and along the westerly boundary line of the parcel of land described and designated PARCEL TWO in said deed dated November 30, 1972

- (5) south 3° 26' 00" east 74.01 feet;

thence leaving said last mentioned westerly boundary line and running along the northwesterly boundary line of said last mentioned parcel of land designated PARCEL TWO and along the northwesterly boundary line of the parcel of land described in the trustee's deed from Sonoma Title Guaranty Company to Oliver Kullberg recorded April 23, 1968 in Book 2206 of Official Records at page 188, Marin County Records,

- (6) south 39° 04' 00" west 337.79 feet

to the most westerly corner of the parcel of land described in said trustee's deed recorded April 23, 1968, said most westerly corner being the most northerly corner of the parcel of land described and designated PARCEL FIVE in the Decree Settling Ninth and Final Account of Testamentary Trustee and of Final Distribution dated July 12, 1963 and recorded in Book 1706 of Official Records at page 164, Marin County Records; thence leaving said last mentioned northwesterly boundary line and running along the westerly boundary line of the parcel of land described in said trustee's deed recorded April 23, 1968

- (7) south 11° 33' 00" east 229.52 feet and

- (8) south 7° 28' 40" east 55.00 feet

to the most northerly corner of the parcel of land described and designated PARCEL SIX in said final decree dated July 12, 1963; thence leaving said last mentioned westerly boundary line and running along the southwesterly boundary line of the parcel of land described in said trustee's deed recorded April 23, 1968, said southwesterly boundary line being the northeasterly boundary line of said parcel of land designated PARCEL SIX

- (9) south 43° 18' 20" east 392.07 feet

to the most westerly corner of the parcel of land described in the deed from State of California to Alyce Pashburg and others dated December 21, 1970 and recorded in Book 2427 of Official Records at page 495, Marin County Records; thence leaving said southwesterly boundary line and running along the northerly boundary line of the parcel of land described in said deed dated December 21, 1970

- (10) north 86° 34' 00" east 21.20 feet

to the most easterly corner of the parcel of land described in said deed dated December 21, 1970; thence leaving said northerly boundary line and running along the easterly boundary line of the parcel of land described in said deed dated December 21, 1970 and along the westerly boundary line of the parcel of land described in the deed from Alyce Pashburg and others to State of California recorded August 6, 1970 in Book 2393 of Official Records at page 92, Marin County Records

(11) south 2° 35' 16" west 85.15 feet;
thence leaving said last mentioned westerly boundary line
(12) north 61° 04' 38" west 1133.63 feet
to a set standard Pacific Gas and Electric Company bronze monument; thence
(13) north 42° 04' 30" east 370.99 feet
to a set 5/8 inch reinforcing rod with aluminum cap marked L.S. 3322; thence
(14) north 17° 20' 50" east 259.43 feet
to a point in the general southerly boundary line of the parcel of land described in
the deed from Alyce Pashburg and others to McGraw-Hill, Inc., dated May 8, 1964
and recorded in Book 1813 of Official Records at page 17, Marin County Records;
thence running along said general southerly boundary line
(15) north 69° 06' 00" east 727.12 feet and
(16) north 39° 04' 00" east 66.71 feet
to a point in the westerly boundary line of the parcel of land described and
designated PARCEL TWO in said deed dated July 21, 1952; thence leaving said
general southerly boundary line and running along said last mentioned westerly
boundary line
(17) south 3° 26' 00" east 121.40 feet, more or less,
to the point of beginning; containing 12.975 acres, more or less, and being a portion
of Rancho Olompali."

EXCEPTING THEREFROM the parcel of land conveyed by Grantor to the
State of California by deed dated July 10, 1974 and recorded in Book 2834 of
Official Records at page 302, Marin County Records, and therein described and
designated PARCEL 1.

PARCEL TWO

The parcel of land conveyed by the State of California to Grantor by deed
dated September 26, 1973 and recorded in Book 2764 of Official Records at page
165, Marin County Records, and therein described as follows:

"A portion of "PARCEL ONE" and of "PARCEL TWO", as said parcels
are described in State Deed No. 37872 to the State of California, recorded January
23, 1973, in Volume 2650, at Page 621, Official Records of Marin County, said
portion being described as a whole as follows:

COMMENCING at the northerly terminus of that certain course described
as "N. 2° 06' 56" W., 285.66 feet" in State Deed No. 28422 to the State of
California, recorded October 21, 1969, in Volume 2334, at Page 297, Official
Records of Marin County; thence along the northerly prolongation of said course
N. 2° 06' 56" W., 310.34 feet to the northwesterly line of said PARCEL ONE;
thence along last said line, the westerly line of last said parcel and the general
northwesterly line and the southerly line of said PARCEL TWO, S. 40° 22' 46"
W., 189.30 feet, S. 2° 07' 14" E., 74.01 feet, S. 40° 22' 46" W., 131.25 feet and N.
87° 52' 46" E., 216.54 feet to the point of commencement.

Containing 35,052 square feet, more or less."

Reserving to Grantor an easement for its existing transmission and distribution electric and communication facilities, including the right to reconstruct, replace (of the initial or any other size), remove, maintain, inspect, and use the existing electric and communication facilities; together with the right to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use additional facilities for the transmission and distribution of electric energy and for communication purposes, consisting of one or more lines of underground wires and cables, conduits, manholes, service boxes, transformers with associated concrete pads, and one or more lines of poles, towers, and/or other structures, wires and cables, including both underground and overhead ground wires, guy wires, anchors and all necessary and proper foundations, footings, crossarms, appliances, fixtures, and appurtenances for use in connection with said poles, towers and/or other structures, underground wires and cables (hereinafter referred to collectively as “the **Electric Facilities**”); together with a right of way, within the easement area described as follows:

The parcel of land described and designated Parcel 5 in EXHIBIT “A” and shown on EXHIBIT “F”, attached hereto and made a part hereof (the “**Electric Easement Area**”).

Further reserving to Grantor an easement for its existing anchors, guy wires and cables, including the right to reconstruct, replace (of the initial or any other size), remove, maintain, inspect and use for supporting Grantor’s pole line, together with the right to excavate for, construct, reconstruct, replace (of the initial or any other size), remove, maintain, inspect and use such additional anchors, guy wires and cables (hereinafter referred to collectively as the “**Anchor Facilities**”), together with a right of way, within the easement area described as follows:

The parcel of land described and designated Parcel 4 in EXHIBIT “A” and shown on EXHIBIT “E”, attached hereto and made a part hereof (“**Anchor Easement Area**”).

Further reserving to Grantor easements for its existing pipe lines, valves, and appurtenant facilities for conveying gas, including the right to reconstruct, replace (of the initial or any other size), remove, maintain, inspect, and use the existing gas facilities; together with the right to excavate for, construct, reconstruct, replace (of the initial or any other size), remove, maintain, inspect, and use such additional pipe lines, valves, and appurtenances for conveying gas, and other appliances, fittings, and devices for controlling electrolysis for use in connection with the existing and additional pipe lines, and such underground wires, cables, conduits, and appurtenances for communication purposes (hereinafter referred to collectively as the “**Gas Facilities**”), and the right to construct and maintain adequate protection therefor, together with a right of way, within the easement areas described as follows:

The parcels of land described and designated Parcel 1, Parcel 2, and Parcel 3 in EXHIBIT “A” and shown on EXHIBIT “B”, EXHIBIT “C”, and EXHIBIT “D” all of which are attached hereto and made a part hereof (the “**Gas Easement Area**”).

The Electric Facilities, Anchor Facilities and the Gas Facilities used together hereinafter are referred to as the (“**Facilities**”), and the Electric Easement Area, Anchor Easement Area and the Gas Easement Area used together hereinafter are referred to as the (“**Easement Areas**”).

Further reserving to Grantor the right:

(a) of ingress to and egress from the Easement Areas over and across the Property by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantee and to use said roads, lanes, or routes to provide access to any of Grantor's easements and facilities located on lands adjacent to the Property; provided that such right of ingress, egress and access shall not extend to any portion of the Property which is isolated from the Easement Areas by any public road or highway now crossing or hereafter crossing the Property;

(b) to use such portion of the Property contiguous to the Easement Areas as may be reasonably necessary in connection with the construction, reconstruction, installation, inspection, maintenance, repair, replacement and removal of the Facilities;

(c) from time to time, to trim or to cut down, without Grantor paying compensation, any and all trees, roots, brush, vines, and to remove any associated supporting structures now or hereafter within the Easement Areas, and the further right, from time to time, to trim and cut down trees and brush along each side of the Easement Areas which now or hereafter in the opinion of Grantor may interfere with or be a hazard to any of the Facilities, or as Grantor deems necessary to comply with applicable state or federal regulations;

(d) from time to time to enlarge, improve, reconstruct, relocate, and replace the Electric Facilities with any other number or type of Electric Facilities either in the original location or at any alternate location or locations within the Electric Easement Area and from time to time to enlarge, improve, reconstruct, relocate, and replace the Anchor Facilities with any other number or type of Anchor Facilities either in the original location or at any alternate location or locations within the Anchor Easement Area;

(e) to install, maintain, and use gates in all fences which now cross or shall hereafter cross the Easement Areas; and

(f) to mark the location of the Easement Areas by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantee shall make of the Easement Areas.

Grantee shall have the right to use the Easement Areas for purposes which will not interfere with Grantor's full enjoyment of the rights hereby reserved, provided that:

(a) Grantee shall not place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within the Easement Areas, or diminish or substantially add to the ground level in the Easement Areas, or construct any fences that will interfere with the maintenance and operation of the Facilities;

(b) Grantee shall not plant any trees, brush, vines, and other vegetation within the Gas Easement Area. Grantor may plant and maintain ground covers, grasses, flowers, crops, and low-growing plants that grow unsupported to a maximum of four (4) feet in height at maturity within the Easement Areas; and

(c) Grantee shall not deposit, or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, within the Easement Areas, which now or hereafter in the opinion of Grantor may interfere with or be a hazard to the Facilities.

The conveyance by Grantor to Grantee pursuant to this Grant Deed is subject to:

(a) a lien securing payment of non-delinquent real estate taxes and assessments that are not due and payable as of the Effective Date; and

(b) Any exceptions to title disclosed by public records.

The Property hereby conveyed is no longer necessary or useful to Grantor in the performance by it of its duties to the public with the exception of the aforementioned reservations.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the Property.

Dated _____, 20____.

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By _____
Andrew K. Williams
Vice President
Land & Environmental Management

Attach to LD 2403-06-1267
Area 7, North Bay Division
Land Service Office: San Francisco
Operating Department: Electric Distribution/Transmission & Gas Transmission
(T3N, R6W, MDM)
(Sec. 6, SE4ofNW4, NE4ofSW4)
FERC License Number(s): N/A
PG&E Drawing Number(s): L-9479, L-9480, L-9481, L-9482, L-9483
PLAT NO.: Elec.: PP31; Gas: 2862-C01
LD of any affected documents: 2403-06-0648, 2403-06-0657
LD of any Cross-referenced documents: 2403-06-0654
TYPE OF INTEREST: 2, 3, 4, 5, 6, 11f, 42, 43, 52
SBE Parcel Number: 135-21-027A-1
(For Quitclaims, % being quitclaimed): N/A
Order # or PM # (with Operations #, if applicable): 70036820
JCN: 01-13-079
County: Marin
Utility Notice Numbers: N/A
851 Approval Application No.: N/A
Prepared By: M5CF
Checked By: KCG6
Revised By: DQT1 (3/27/17)
Revised By: DQT1 (10/4/17)
Revised By: DQT1 (10/9/17)
Revised By: DQT1 (10/17/17)
Revised By: JADA (3/5/20)
Approved By: ERSe (3/27/17)

EXHIBIT "A"

LANDS:

APN: 155-180-049

Real property situate in the County of Marin, State of California, being a portion of that certain parcel of land as described in the deed from Francis Edward Allison, Sr., to Pacific Gas and Electric Company, dated June 26, 1973 and recorded July 12, 1973 in Book 2704 of Official Records Page 599 in the Office of the County Recorder of Marin County, described as follows:

PARCEL 1

A strip of land of the varying widths extending from the southerly boundary line of said deed (2704 O.R. 599) in a general northeasterly direction to the southerly boundary line as described in the deed from Alyce Pashburg and others to McGraw-Hill, Inc., dated May 8, 1964 and recorded in Book 1813 of Official Records, Page 17 in the Office of the County Recorder of said Marin County and being the initial uniform width of 70 feet and lying 35 feet on each side of the first course of the line described as follows:

Commencing at the most westerly corner of that certain 12.975 acre parcel of land shown and so designated on that map entitled "RECORD OF SURVEY, OF A PARCEL OF LAND IN THE RANCHO OLOMPALI AND BEING A PORTION OF O.R. 1706 P. 164 AND O.R. 2202 P. 327" dated June 1973 and recorded June 27, 1973 in Book 11, Records of Survey, Page 85 in the Office of the County Recorder of said county, said point being the northerly terminus of that certain course (12) described as "north 61° 04' 38" west 1133.63 feet" in said deed (2704 O.R. 599), said point also being on the southerly boundary line of said parcel described in said deed (2704 O.R. 599), and running thence along said southerly boundary line

(a) south 59° 45' 39" east 403.00 feet

to the TRUE POINT OF BEGINNING; thence leaving said southerly boundary line

(1) north 24° 30' 30" east 522.33 feet

to a point herein for convenience called Point "A"; thence continuing

(2) north 24° 30' 30" east 11.00 feet; thence changing from the uniform width of 80 feet to the uniform width of 50 feet lying 25 feet on each side of the following line which bears North 05° 31' 00" East 20.00 feet to a point herein for convenience called Point "B"; thence continuing along said course with the uniform width of 30 feet lying 15 feet on each side,

(3) north 05° 31' 00" east 307.96 feet

to point on the southerly boundary line as described in the deed from Alyce Pashburg and others to McGraw-Hill, Inc., dated May 8, 1964 and recorded in Book 1813 of Official Records, Page 17 in the Office of the County Recorder of said Marin County, said point being 279 feet more or less along said southerly boundary line distant from the

LD 2403-06-1267

2015281 (01-13-079) 01 16 5

Former Novato Service Center

northwesterly corner of said parcel (2704 O.R. 599) and as shown on said "RECORD OF SURVEY" dated June 1973.

The sidelines of said strip to be shortened or lengthened so as to terminate at said southerly boundary line of said lands.

Containing 53,731 square feet, more or less.

And as shown on Exhibit "B" attached hereto and made part hereof.

PARCEL 2

A strip of land being the uniform width of 50 feet and lying 25 feet on each side of a centerline, more particularly described as follows:

Commencing at said Point "A", as said point is described and so designated in Parcel 1 described above, and running thence

(1) north $19^{\circ} 58' 38''$ west 304.90 feet
to a point on the southerly boundary line as described in said deed (1813 O.R. 17), said point being 130 feet more or less along said southerly boundary line distant from the northwesterly corner of said parcel (2704 O.R. 599) and as shown on said "RECORD OF SURVEY" dated June 1973.

Except that portion lying within herein before described PARCEL 1.

The sidelines of said strip to be shortened or lengthened so as to terminate at said southerly boundary line of said lands.

Containing 12,522 square feet, more or less.

And as shown on Exhibit "C" attached hereto and made part hereof.

PARCEL 3

A strip of land being the uniform width of 20 feet and lying 10 feet on each side of a centerline, more particularly described as follows:

Commencing at said Point "B", as said point is described and so designated in Parcel 1 described above, and running thence

(1) south $21^{\circ} 47' 00''$ east 231.38 feet
to a point on the northwesterly boundary line of the parcel of land as described in the trustee's deed from Sonoma Title Guaranty Company to Oliver Kullburg recorded April 23, 1968 in Book 2206 of Official Records, Page 188 in the Office of the County Recorder of said Marin County, said point being 3 feet more or less along said northwesterly boundary line distant from the most westerly corner of said parcel (2206 O.R. 188) and as shown on said "RECORD OF SURVEY" dated June 1973.

Except that portion lying within herein before described PARCEL 1.

The sidelines of said strip to be shortened or lengthened so as to terminate at said northwesterly boundary line of said lands.

Containing 3,597 square feet, more or less.

And as shown on Exhibit "D" attached hereto and made part hereof.

PARCEL 4

A strip of land being the uniform width of 5 feet and lying 2.5 feet on each side of a centerline, more particularly described as follows:

Commencing at the southerly terminus of that certain course (8) described as "south 7° 28' 40" east 55.00 feet" in said deed (2704 O.R. 599), said point also being on the westerly boundary line of said parcel described in said deed (2206 O.R. 188), and running thence along said westerly boundary line

(a) north 06° 09' 41" west 42.00 feet
to the TRUE POINT OF BEGINNING; thence leaving said westerly boundary line

(1) south 83° 50' 19" west 5.00 feet
to a point within said lands.

Containing 25.00 square feet.

And as shown on Exhibit "E" attached hereto and made part hereof.

PARCEL 5

A strip of land being the uniform width of 30 feet and lying 15 feet on each side of a centerline, more particularly described as follows:

Commencing at the northerly terminus of that certain course (9) described as "south 43° 18' 20" east 392.07 feet" in said deed (2704 O.R. 599), said point also being on the southwesterly boundary line of said parcel described in said deed (2206 O.R. 188), and running thence along said southwesterly boundary line

(a) south 41° 59' 05" east 62.00 feet
to the TRUE POINT OF BEGINNING; thence leaving said southwesterly boundary line

(1) south 19° 49' 58" east 93.95 feet; thence

(2) north 85° 33' 07" east 44.67 feet
to a point on said southwesterly boundary line of said parcel described in said deed (2206 O.R. 188), said point also being 205.85 feet along said southwesterly boundary line distant from the most westerly corner of the parcel of land as described in the deed from the State

LD 2403-06-1267

2015281 (01-13-079) 01 16 5

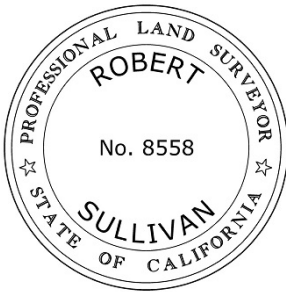
Former Novato Service Center

of California to Alyce Pashburg dated December 21, 1970 and recorded in Book 2427 of Official Records, Page 495 in the Office of the County Recorder of Marin County.

The sidelines of said strip to be shortened or lengthened so as to terminate at said northwesterly boundary line of said deed (2704 O.R. 599).

Containing 4,158 square feet, more or less.

And as shown on Exhibit "F" attached hereto and made part hereof.



A handwritten signature in blue ink, appearing to read "Robert Sullivan", written over a horizontal line.

Robert Sullivan 9/20/23
LS No. 8558

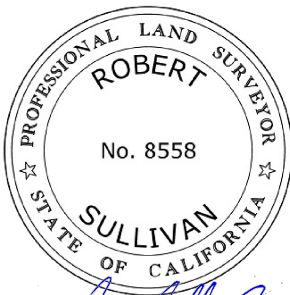
(T.03N, R.06W, NW 1/4 SEC. 06, MDB&M)
(RANCHO OLOMPALI)

SURVEYORS NOTES:

1. 15' EASEMENT FOR DRAINAGE PURPOSES IN FAVOR OF THE STATE OF CALIFORNIA PER (PARCEL 2) BK. 2834 OR PG. 302 MCR
2. 10' EASEMENT FOR THE PURPOSES INGRESS & EGRESS IN FAVOR OF THE STATE OF CALIFORNIA PER (PARCEL 3) BK. 2834 OR PG. 302 MCR



NOVATO REDWOOD PROPERTIES, INC.
APN: 125-180-045
DOC. No. 2004-0013619
DATED: FEBRUARY 20, 2004 MCR
RECORD OF SURVEY
BK. 28 OR PG. 63, MCR
ALYCE PASHBURG ET. AL. TO
Mc GRAW-HILL, INC.
DATED: MAY 8, 1964
BK. 1813 OR 17 MCR



Robert Sullivan

FD 3" BRONZE CAP IN
CONCRETE AND MARKED
"PAC GAS & ELECT. CO.
PROP. COR." L.S. 3322 (R1).

SEE DETAIL
"A"

FD 5/8" REBAR &
P.G.&E. ALUMINUM CAP
TAGGED: P.G.&E. S.F.

FD 3/4" IRON PIPE
BENT S. WESTERLY
NO TAG.

RECORD OF SURVEY
BK. 11 OR PG. 85, MCR

APN: 125-180-049
DOC. No. 26782
BK. 2704 O.R. PG. 599 MCR.
12.77 ACRES
556,000.61 SQ. FT.

POINT OF
COMMENCEMENT
FD 3" BRONZE CAP IN
CONCRETE AND MARKED
"PAC GAS & ELECT. CO. PROP.
COR." L.S. 3322 (R1).

SAN MARIN COMMERCE PARK
APN: 125-180-010
LOT 2
PARCEL MAP
BK. 1999 P.M. PG. 80, MCR

TRUE POINT
OF BEGINNING
PARCEL 1

FD 3" BRONZE CAP IN
CONCRETE AND MARKED
"PAC GAS & ELECT. CO.
PROP. COR." L.S. 3322 (R1).

PARCEL MAP
BK. 21 P.M. PG. 45, MCR
FD 3" BRONZE CAP IN
CONCRETE AND MARKED
"PAC GAS & ELECT. CO. PROP.
COR." L.S. 3322 (R1).

NOVATO MOTEL, LLC
APN: 125-180-080
DOC. No. 2013-0043311
DATED: MAY 29, 2013 MCR
SONOMA TITLE CO. TO
OLIVER KULLBURG
REC: APRIL 23, 1968
BK. 2206 OR PG. 188 MCR

S6°09'41"E 55.00'
(S7°28'40"E 55.00' R1)

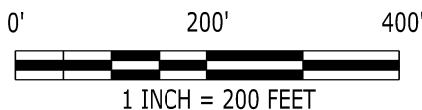
30' O/H ELEC. EASE.
IN FAVOR OF P.G.&E.

REDWOOD BOULEVARD

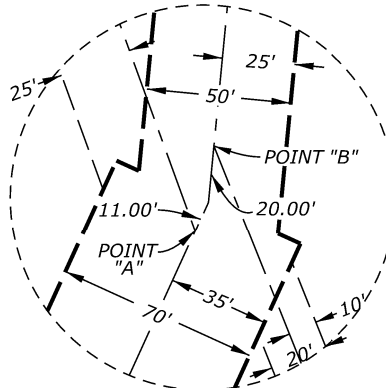
STATE HIGHWAY 101

LEGEND:

- SUBJECT PARCEL LINE
- PARCEL LINE
- RIGHT OF WAY
- EASEMENT CENTERLINE
- EASEMENT LIMITS
- RANCHO BOUNDARY (R1)
- MONUMENT FOUND
AS NOTED
- P.G.&E. BRASS DISC
FOUND AS NOTED.
- R1 R.O.S. BK. 11 MAPS PG. 85 MCR
- R2 DOC. No. 4637 2674 OR 165 MCR
- R3 BK. 2834 DEEDS 302 MCR
- MCR MARIN COUNTY RECORDS
- O/H ELEC. OVERHEAD ELECTRIC
- EASE. EASEMENT
- P.O.C. POINT OF COMMENCEMENT
- T.P.O.B. TRUE POINT OF BEGINNING



**DETAIL "A"
NO SCALE**



FD 3" BRONZE CAP
IN CONCRETE AND
MARKED "PAC GAS &
ELECT. CO. PROP. COR."
L.S. 3322 (R1).

PARCEL 1 AREA = 53,731 SQ. FT. ±

AUTHORIZATION
70036820

BY W.D. CRUME
DR C. GOODWIN
CH R. SULLIVAN
O.K. R. SULLIVAN
DATE 08/05/2019

EXHIBIT "B"
EASEMENT LOCATION - PARCEL 1
FORMER NOVATO SERVICE CENTER
8161 REDWOOD BOULEVARD
NOVATO CA. 94105
APN 125-180-49
LD 2403-06-1267
PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California



JCN	01-13-079
AREA	1
COUNTY	MARIN
SCALE	1" = 200'
SHEET NO.	1 OF 5
DRAWING NUMBER	L-9479
CHANGE	3

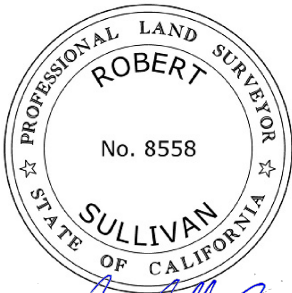
(T.03N, R.06W, NW 1/4 SEC. 06, MDB&M)
(RANCHO OLOMPALI)

SURVEYORS NOTES:

1. 15' EASEMENT FOR DRAINAGE PURPOSES IN FAVOR OF THE STATE OF CALIFORNIA PER (PARCEL 2) BK. 2834 OR PG. 302 MCR
2. 10' EASEMENT FOR THE PURPOSES INGRESS & EGRESS IN FAVOR OF THE STATE OF CALIFORNIA PER (PARCEL 3) BK. 2834 OR PG. 302 MCR



NOVATO REDWOOD PROPERTIES, INC.
APN: 125-180-045
DOC. No. 2004-0013619
DATED: FEBRUARY 20, 2004 MCR
RECORD OF SURVEY
BK. 28 OR PG. 63, MCR
ALYCE PASHBURG ET. AL. TO
Mc GRAW-HILL, INC.
DATED: MAY 8, 1964
BK. 1813 OR 17 MCR



Robert Sullivan

FD 3" BRONZE CAP IN
CONCRETE AND MARKED
"PAC GAS & ELECT. CO.
PROP. COR." L.S. 3322 (R1).

PARCEL 2
SEE DETAIL
"A"

FD 5/8" REBAR &
P.G.&E. ALUMINUM CAP
TAGGED: PGE LS 3322

RECORD OF SURVEY
BK. 11 O.R. PG. 85, MCR

APN: 125-180-049
DOC. No. 26782
BK. 2704 O.R. PG. 599 MCR.
12.77 ACRES
556,000.61 SQ. FT.

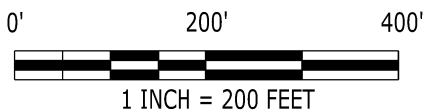
FD 3" BRONZE CAP IN
CONCRETE AND MARKED
"PAC GAS & ELECT. CO. PROP.
COR." L.S. 3322 (R1).

SAN MARIN COMMERCE PARK
APN: 125-180-010

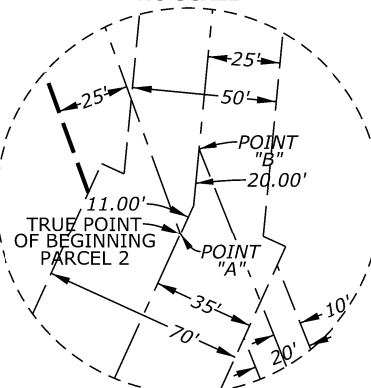
LOT 2
PARCEL MAP
BK. 1999 P.M. PG. 80, MCR

LEGEND:

- SUBJECT PARCEL LINE
- PARCEL LINE
- RIGHT OF WAY
- EASEMENT CENTERLINE
- EASEMENT LIMITS
- RANCHO BOUNDARY (R1)
- MONUMENT FOUND AS NOTED
- P.G.&E. BRASS DISC FOUND AS NOTED.
- R1 R.O.S. BK. 11 MAPS PG. 85 MCR
- R2 DOC. No. 4637 2674 OR 165 MCR
- R3 BK. 2834 DEEDS 302 MCR
- MCR MARIN COUNTY RECORDS
- O/H ELE. OVERHEAD ELECTRIC
- EASE. EASEMENT
- P.O.C. POINT OF COMMENCEMENT
- T.P.O.B. TRUE POINT OF BEGINNING



**DETAIL "A"
NO SCALE**



FD 3" BRONZE CAP IN
CONCRETE AND MARKED
"PAC GAS & ELECT. CO. PROP. COR." L.S. 3322 (R1).

PARCEL 2 AREA = 12,522 SQ. FT. ±

AUTHORIZATION
70036820
BY W.D. CRUME
DR C. GOODWIN
CH R. SULLIVAN
O.K. R. SULLIVAN
DATE 08/05/2019

EXHIBIT "C"
EASEMENT LOCATION - PARCEL 2
FORMER NOVATO SERVICE CENTER
8161 REDWOOD BOULEVARD
NOVATO CA. 94105
APN 125-180-49
LD 2403-06-1267
PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California



JCN	01-13-079
AREA	1
COUNTY	MARIN
SCALE	1" = 200'
SHEET NO.	2 OF 5
DRAWING NUMBER	L-9480
CHANGE	3

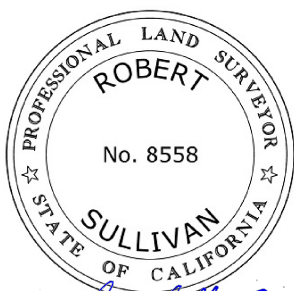
(T.03N, R.06W, NW 1/4 SEC. 06, MDB&M)
(RANCHO OLOMPALI)

SURVEYORS NOTES:

1. 15' EASEMENT FOR DRAINAGE PURPOSES IN FAVOR OF THE STATE OF CALIFORNIA PER (PARCEL 2) BK. 2834 OR PG. 302 MCR
2. 10' EASEMENT FOR THE PURPOSES INGRESS & EGRESS IN FAVOR OF THE STATE OF CALIFORNIA PER (PARCEL 3) BK. 2834 OR PG. 302 MCR



NOVATO REDWOOD PROPERTIES, INC.
APN: 125-180-045
DOC. No. 2004-0013619
DATED: FEBRUARY 20, 2004 MCR
RECORD OF SURVEY
BK. 28 OR PG. 63, MCR
ALYCE PASHBURG ET. AL. TO
Mc GRAW-HILL, INC.
DATED: MAY 8, 1964
BK. 1813 OR 17 MCR



Robert Sullivan

FD 3" BRONZE CAP IN
CONCRETE AND MARKED
"PAC GAS & ELECT. CO.
PROP. COR." L.S. 3322 (R1).

FD 5/8" REBAR &
P.G.&E. ALUMINUM CAP
TAGGED: PGE LS 3322

RECORD OF SURVEY
BK. 11 O.R. PG. 85, MCR

APN: 125-180-049
DOC. No. 26782
BK. 2704 O.R. PG. 599 MCR.
12.77 ACRES
556,000.61 SQ. FT.

POINT OF
COMMENCEMENT
FD 3" BRONZE CAP IN
CONCRETE AND MARKED
"PAC GAS & ELECT. CO. PROP.
COR." L.S. 3322 (R1).

SAN MARIN COMMERCE PARK
APN: 125-180-010

LOT 2
PARCEL MAP
BK. 1999 P.M. PG. 80, MCR

LEGEND:

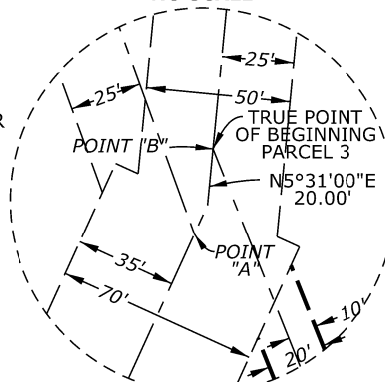
- SUBJECT PARCEL LINE
- PARCEL LINE
- - - RIGHT OF WAY
- - - EASEMENT CENTERLINE
- - - EASEMENT LIMITS
- - - RANCHO BOUNDARY (R1)
- MONUMENT FOUND AS NOTED
- P.G.&E. BRASS DISC FOUND AS NOTED.
- R1 R.O.S. BK. 11 MAPS PG. 85 MCR
- R2 DOC. No. 4637 2674 OR 165 MCR
- R3 BK. 2834 DEEDS 302 MCR
- MCR MARIN COUNTY RECORDS
- O/H ELE. OVERHEAD ELECTRIC EASEMENT
- P.O.C. POINT OF COMMENCEMENT
- T.P.O.B. TRUE POINT OF BEGINNING

0' 200' 400'

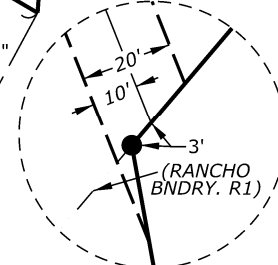


1 INCH = 200 FEET

**DETAIL "A"
NO SCALE**



**DETAIL "B"
NO SCALE**



PARCEL 3 AREA = 3,597 SQ. FT. ±

AUTHORIZATION
70036820
BY W.D. CRUME
DR C. GOODWIN
CH R. SULLIVAN
O.K. R. SULLIVAN
DATE 08/05/2019

EXHIBIT "D"
EASEMENT LOCATION - PARCEL 3
FORMER NOVATO SERVICE CENTER
8161 REDWOOD BOULEVARD
NOVATO CA. 94105
APN 125-180-49
LD 2403-06-1267
PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California



JCN	01-13-079
AREA	1
COUNTY	MARIN
SCALE	1" = 200'
SHEET NO.	3 OF 5
DRAWING NUMBER	L-9481
CHANGE	2

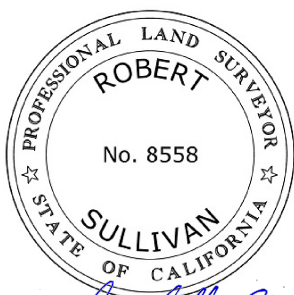
(T.03N, R.06W, NW 1/4 SEC. 06, MDB&M)
(RANCHO OLOMPALI)

SURVEYORS NOTES:

1. 15' EASEMENT FOR DRAINAGE PURPOSES IN FAVOR OF THE STATE OF CALIFORNIA PER (PARCEL 2) BK. 2834 OR PG. 302 MCR
2. 10' EASEMENT FOR THE PURPOSES INGRESS & EGRESS IN FAVOR OF THE STATE OF CALIFORNIA PER (PARCEL 3) BK. 2834 OR PG. 302 MCR



NOVATO REDWOOD PROPERTIES, INC.
APN: 125-180-045
DOC. No. 2004-0013619
DATED: FEBRUARY 20, 2004 MCR
RECORD OF SURVEY
BK. 28 OR PG. 63, MCR
ALYCE PASHBURG ET. AL. TO
Mc GRAW-HILL, INC.
DATED: MAY 8, 1964
BK. 1813 OR 17 MCR



Robert Sullivan

FD 3" BRONZE CAP IN
CONCRETE AND MARKED
"PAC GAS & ELECT. CO.
PROP. COR." L.S. 3322 (R1).

FD 5/8" REBAR &
P.G.&E. ALUMINUM CAP
TAGGED: P.G.&E. S.F.

FD 3/4" IRON PIPE
BENT S. WESTERLY
NO TAG.

RECORD OF SURVEY
BK. 11 O.R. PG. 85, MCR

APN: 125-180-049
DOC. No. 26782
BK. 2704 O.R. PG. 599 MCR.
12.77 ACRES
556,000.61 SQ. FT.

FD 3" BRONZE CAP IN
CONCRETE AND MARKED
"PAC GAS & ELECT. CO. PROP.
COR." L.S. 3322 (R1).

SAN MARIN COMMERCE PARK
APN: 125-180-010

LOT 2
PARCEL MAP
BK. 1999 P.M. PG. 80, MCR

LEGEND:

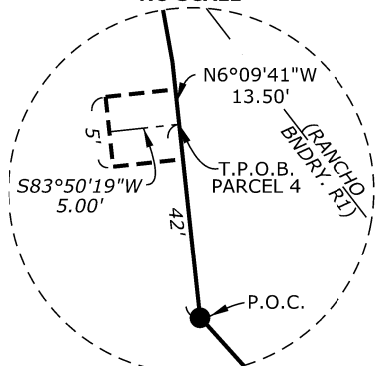
- SUBJECT PARCEL LINE
- PARCEL LINE
- - - RIGHT OF WAY
- - - EASEMENT CENTERLINE
- - - EASEMENT LIMITS
- - - RANCHO BOUNDARY (R1)
- MONUMENT FOUND AS NOTED
- P.G.&E. BRASS DISC FOUND AS NOTED.
- R1 R.O.S. BK. 11 MAPS PG. 85 MCR
- R2 DOC. No. 4637 2674 OR 165 MCR
- R3 BK. 2834 DEEDS 302 MCR
- MCR MARIN COUNTY RECORDS
- O/H ELE. OVERHEAD ELECTRIC
- EASE. EASEMENT
- P.O.C. POINT OF COMMENCEMENT
- T.P.O.B. TRUE POINT OF BEGINNING

0' 200' 400'



1 INCH = 200 FEET

**DETAIL "A"
NO SCALE**



FD 3" BRONZE CAP IN
CONCRETE AND MARKED
"PAC GAS & ELECT. CO. PROP. COR."
L.S. 3322 (R1).

PARCEL 4 AREA = 25.00 SQ. FT.

AUTHORIZATION
70036820
BY W.D. CRUME
DR C. GOODWIN
CH R. SULLIVAN
O.K. R. SULLIVAN
DATE 08/05/2019

EXHIBIT "E"
EASEMENT LOCATION - PARCEL 4
FORMER NOVATO SERVICE CENTER
8161 REDWOOD BOULEVARD
NOVATO CA. 94105
APN 125-180-49
LD 2403-06-1267
PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California



JCN	01-13-079	
AREA	1	
COUNTY	MARIN	
SCALE	1" = 200'	
SHEET NO.	4	OF 5
DRAWING NUMBER	L-9482	
CHANGE	3	

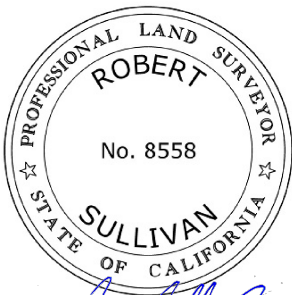
(T.03N, R.06W, NW 1/4 SEC. 06, MDB&M)
(RANCHO OLOMPALI)

SURVEYORS NOTES:

1. 15' EASEMENT FOR DRAINAGE PURPOSES IN FAVOR OF THE STATE OF CALIFORNIA PER (PARCEL 2) BK. 2834 OR PG. 302 MCR
2. 10' EASEMENT FOR THE PURPOSES INGRESS & EGRESS IN FAVOR OF THE STATE OF CALIFORNIA PER (PARCEL 3) BK. 2834 OR PG. 302 MCR



NOVATO REDWOOD PROPERTIES, INC.
APN: 125-180-045
DOC. No. 2004-0013619
DATED: FEBRUARY 20, 2004 MCR
RECORD OF SURVEY
BK. 28 OR PG. 63, MCR
ALYCE PASHBURG ET. AL. TO
Mc GRAW-HILL, INC.
DATED: MAY 8, 1964
BK. 1813 OR 17 MCR



Robert Sullivan

FD 3" BRONZE CAP IN
CONCRETE AND MARKED
"PAC GAS & ELECT. CO.
PROP. COR." L.S. 3322 (R1).

FD 5/8" REBAR &
P.G.&E. ALUMINUM CAP
TAGGED: PGE LS 3322

RECORD OF SURVEY
BK. 11 O.R. PG. 85, MCR

APN: 125-180-049
DOC. No. 26782
BK. 2704 O.R. PG. 599 MCR.
12.77 ACRES
556,000.61 SQ. FT.

FD 3" BRONZE CAP IN
CONCRETE AND MARKED
"PAC GAS & ELECT. CO. PROP.
COR." L.S. 3322 (R1).

SAN MARIN COMMERCE PARK
APN: 125-180-010

LOT 2
PARCEL MAP
BK. 1999 P.M. PG. 80, MCR

LEGEND:

- SUBJECT PARCEL LINE
- PARCEL LINE
- - - RIGHT OF WAY
- - - EASEMENT CENTERLINE
- - - EASEMENT LIMITS
- - - RANCHO BOUNDARY (R1)
- MONUMENT FOUND
AS NOTED
- P.G.&E. BRASS DISC
FOUND AS NOTED.
- R1 R.O.S. BK. 11 MAPS
PG. 85 MCR
- MCR MARIN COUNTY RECORDS
- O/H ELE. OVERHEAD ELECTRIC
EASEMENT
- P.O.C. POINT OF COMMENCEMENT
- T.P.O.B. TRUE POINT OF BEGINNING

LINE TABLE:

L1	S19°49'58"E 93.95'
L2	N85°33'07"E 44.67'

0' 200' 400'



1 INCH = 200 FEET

PARCEL 5 AREA = 4,158 SQ. FT. ±

AUTHORIZATION
70036820
BY W.D. CRUME
DR C. GOODWIN
CH R. SULLIVAN
O.K. R. SULLIVAN
DATE 08/05/2019

EXHIBIT "F"
EASEMENT LOCATION - PARCEL 5
FORMER NOVATO SERVICE CENTER
8161 REDWOOD BOULEVARD
NOVATO CA. 94105
APN 125-180-49
LD 2403-06-1267
PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California



JCN	01-13-079
AREA	1
COUNTY	MARIN
SCALE	1" = 200'
SHEET NO.	5 OF 5
DRAWING NUMBER	L-9483
CHANGE	3

Attachment 2

Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING FOR DONATION OF PROPERTY

This Memorandum of Understanding For Donation of Property ("MOU") is made and entered into effective as of the last date (the "Effective Date") countersigned by Pacific Gas and Electric Company, a California corporation ("PG&E"), and Habitat for Humanity Greater San Francisco, Inc., a California nonprofit corporation ("Habitat" or "Donee"), in consideration of the covenants hereinafter set forth. PG&E and Habitat will be referred to collectively in this MOU as the "Parties" and each individually as a "Party."

RECITALS:

- A. PG&E owns that certain real property commonly known as 8161 Redwood Boulevard, Novato, California, Assessor's Parcel Number 125-180-49, the State Board of Equalization as SBE No. 135-21-027A-1, more particularly described in Exhibit A-1 and depicted for illustrative purposes only in Exhibit A-2, which are attached hereto and incorporated herein by this reference (the "Property").
- B. PG&E acquired the Property for use as a service center which was never constructed. With the exception of an existing electric overhead pole line and underground gas distribution line, the Property is not necessary and useful for PG&E's operations.
- C. Habitat is a local affiliate of Habitat for Humanity International that develops housing programs in the San Francisco Bay Area. Habitat desires to acquire the Property for development of a housing project with a focus on providing for residents that have been displaced by the recent North Bay Fires.
- D. The Parties wish to memorialize the mutual understanding and agreement under which PG&E would transfer the Subject Property to Habitat, upon Habitat obtaining all necessary governmental approvals, all on the terms and conditions set forth in this MOU.

NOW, THEREFORE, in consideration of the foregoing recitals which are specifically incorporated into the body of this MOU, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Due Diligence.

- a. **Due Diligence Period:** Habitat and its consultants will have a period of 180 days from the Effective Date ("Due Diligence Period") to inspect the Property and investigate all matters that Habitat may deem desirable or necessary in connection with its acceptance of the Property as a donation. Habitat's investigation may include the physical and environmental condition of the Property, zoning and any other matters, but Habitat shall not perform any invasive testing, including soil or groundwater sampling without the prior written approval of PG&E. If, for any reason, Habitat is not satisfied with the results of its investigation of the Property, Habitat will have no obligation to proceed with the proposed Donation Agreement and acquiring PG&E's interest in the

Property.

b. **Due Diligence Materials:** PG&E will provide Habitat with copies of Property environmental reports, Reserved Easements (as defined in Section 4(a) below), and other Property documents actually known to and in the possession of, or easily accessible to, Kathy Harper and David Harnish, as determined by Kathy Harper and David Harnish, Specialist, in their reasonable discretion (collectively, "Due Diligence Material") within fifteen (15) business days after the parties have executed the Donation Agreement as described below. The confidentiality of such Due Diligence Materials shall be governed under that certain Pacific Gas and Electric Company Non-Disclosure and Use of Information Agreement executed by Habitat on February 16, 2018, which is incorporated by reference. "Documents actually Known", or the "knowledge" of or words of similar import shall not be implied, imputed or deemed to be constructive knowledge, and no duty to investigate, make inquiries or review the Due Diligence Material shall be implied or required. Notwithstanding any of the foregoing to the contrary, Due Diligence Material expressly excludes: (i) those portions of the Due Diligence Materials that would disclose PG&E's cost of acquisition of the Property, or cost of proposed development of the Property, and related soft costs, or any estimates of costs to repair, replace, remediate or maintain the Property, (ii) any reports, presentations, summaries and the like prepared by or for PG&E in connection with its consideration of the acquisition or sale of the Property or sale of the Property, (iii) any proposals, letters of intent, draft contracts or the like prepared by or for other prospective purchasers of the Property or any part thereof, (iv) PG&E's internal memoranda, attorney-client privileged materials, or internal appraisals, and (v) any information which is the subject of a confidentiality agreement between PG&E and a third party. Habitat acknowledges that PG&E makes no representations or warranties regarding any of the Due Diligence Materials.

2. Donation Agreement.

a. Following execution of this MOU, PG&E and Habitat will negotiate in good faith to enter into a mutually acceptable Donation Agreement for the transfer of the Property ("Donation Agreement") that will include, among other things, the business terms and conditions contained in this MOU. The proposed Donation Agreement will not be binding unless and until it is executed and delivered by both parties.

b. The conveyance of the Property shall be in consideration of Habitat's planning and development of a housing project on the Property with a focus on providing housing for residents that have been displaced by the recent North Bay Fires, with no monetary consideration. The Donation Agreement will provide that PG&E shall convey, and Habitat shall accept, all PG&E's right, title and interest to the Property within ninety (90) days following the satisfaction of the conditions precedent set forth below associated with obtaining all applicable local land use entitlements and the approval of the California Public Utilities Commission for the transfer the Property.

3. Conditions Precedent to Transfer of the Property.

The conveyance of the Project shall be conditioned upon the following conditions precedent:

a. **Project entitlements.** Within 365 days from the Effective Date, Habitat will secure key project entitlements and approvals ("Entitlements") adequate to demonstrate that the temporary and permanent housing project on the Property will proceed. Such Entitlements include, but not be limited to, the following approvals:

- (i) Approval of Habitat's residential development from the City of Novato, including a General Plan amendment to change the zoning to residential use;
- (ii) Any approvals needed from the Regional Water Quality Control Board to build in the remediation area, as described in paragraph 4(f) below; and
- (iii) Any approvals required by any regulatory agency with jurisdiction over any wetlands or habitat on the Property.

b. **Demonstration of City Support:** Within the first 180 days after the Effective Date, Habitat will obtain a letter of support ("City Letter of Support") from the City of Novato (including but not limited to signatures from the City Manager, Planning Director, Director of Economic Development) for Habitat's proposed housing on the Property. In the event that Habitat does not obtain such City Letter of Support within such timeframe, each party shall be relieved of any further obligations under this MOU.

c. **CPUC Approval:** PG&E has determined that approval of the California Public Utilities Commission (CPUC) will be required as a condition precedent to PG&E's donation of the Property to Habitat ("CPUC Approval"), and therefore, the obligation of each party to close the conveyance of the Property shall be conditioned upon obtaining such CPUC Approval at or before the Close of Escrow. Habitat acknowledges and agrees that CPUC Approval shall not be deemed to have occurred for purposes of this MOU unless and until the CPUC approves the conveyance of the Property to Habitat in a form that is final, unconditional and unappealable, including exhaustion of all administrative appeals or remedies before the CPUC, and such CPUC Approval is approved by PG&E in its sole and absolute discretion including PG&E's approval of the proposed accounting and ratemaking treatment of the conveyance. Habitat further acknowledges and agrees that PG&E makes no representation or warranty with respect to the likelihood of, or timing of, CPUC Approval, and Habitat hereby waives all claims against PG&E for losses, expenses or damages suffered or incurred by Habitat as a result of the need for CPUC Approval, any delay in receipt of CPUC approval or the failure of the CPUC to approve the conveyance of the Property to Habitat.

4. **Additional Terms of Transfer.**

The transfer of the Property shall be subject to the following additional terms and conditions which will be memorialized in the Donation Agreement:

a. **Reserved Easements:** PG&E shall be entitled to reserve easements (the "Reserved Easements") for all existing utility facilities located, on or under the Property, which are in the approximate locations depicted on the drawing attached hereto

as Exhibit B and incorporated herein by reference (the "Reserved Easement Area"). Habitat may use the portion of the Reserved Easement Area for purposes that will not interfere with PG&E's full enjoyment of its reserved rights; provided however, Habitat shall not erect or construct any building or other structure, including but not limited to sheds, tool houses and animal shelters, or drill or operate any well, or construct any reservoir or other obstruction or diminish or substantially add to the ground level in the Reserved Easement Area.

b. **As-Is Condition:** PG&E will convey the Property to Donee in its then existing physical state and condition, as-is and where-is, with all faults. The conveyance will be without any representations or warranties regarding the Property, including the physical condition, acreage, or whether the Property may be used for Habitat's desired purposes. Donee will bear all responsibility, cost and risk of any hazardous substances and electric and magnetic fields ("EMFs") on or about the Property.

c. **General Release.** Habitat will bear all responsibility, cost and risk of hazardous substances and electric and magnetic fields ("EMFs") relating to the Property. In addition, Habitat will be required to release PG&E from all claims relating to the environmental condition of the Property and potential EMFs.

d. **Escrow:** The Property shall be conveyed by deed through an escrow to be opened by PG&E through the escrow office of Chicago Title Insurance Company, 455 Market Street, Suite 2100, San Francisco, CA 94105. Escrow fees and recording fees shall be paid by Donee, documentary transfer taxes shall be paid by PG&E, and all other closing costs shall be allocated in accordance with the customs of Marin County. PG&E and Donee agree to cooperate in executing and performing such escrow instructions as may be required by Chicago Title Insurance Company. PG&E shall provide to Donee a preliminary title report issued by Chicago Title Insurance Company. Title to the Subject Property shall be free and clear of all liens and encumbrances, save and except for taxes and assessments not yet delinquent and such easements or other encumbrances disclosed on a preliminary title report issued by Chicago Title Insurance Company. Donee may elect to purchase title insurance, with such endorsements as the Donee may choose, at the Donee's sole cost.

e. **Sewer Hook-Up Fees:** At closing, Habitat shall be responsible to pay all sewer hook-up fees assessed by the 2003 Novato Sanitary District Resolution No. 2859, which was approximately \$450,000.00 as of January 31, 2018. Habitat is responsible for determining the current assessment amount due.

f. **Environmental Condition:** A portion of the Property had historically been used by prior owners as a former vehicle service station and auto body repair shop. The Regional Water Quality Control Board (Water Board) closed its proceeding in 1997, conditioned on being notified regarding changes in land use. Habitat shall be responsible for notifications to the Water Board and any additional requirements.

g. **Publicity.** Neither PG&E nor Habitat shall issue any press release or otherwise make any public statement with respect to this MOU, the Donation Agreement

or the transactions contemplated hereby without the prior approval of the other party, except as may be required by any applicable law or regulation or stock exchange rule. The Parties recognize that the performance of this MOU will require a significant amount of communication with the City of Novato, other governmental agencies and interested persons. Accordingly, Habitat and PG&E agree to cooperate in good faith to develop a mutually acceptable communications plan regarding the implementation of the MOU and the Donation Agreement as promptly as practicable, and to cooperate to implement such plan. Habitat and PG&E will cooperate in processing all applications for entitlements and submitting all plans for the Habitat project to all applicable agencies.

5. This MOU shall be for a term of 365 days from the Effective Date, unless earlier terminated, shall expire on the earlier of the one year anniversary of the Effective Date (the "Expiration Date.") Upon the Expiration Date, this MOU and all of the rights and obligations of the parties hereunder shall terminate.

6. The Parties acknowledge their intent that nothing in this MOU shall legally bind or commit either Party to convey or to accept the donation of the Property, or to develop and construct the housing project on the Property until, and unless, the definitive Donation Agreement is executed by PG&E and Habitat.

7. PG&E and Habitat agree to execute such additional documents and take such additional actions which are consistent with, and as may be reasonable and necessary to carry out the provisions of, this MOU.

8. The Parties acknowledge and agree that PG&E is entering into this MOU based on the skill, experience and capacity of Habitat to undertake a publicly-beneficial housing development program. Accordingly, this MOU shall be personal to Habitat, and Habitat shall not assign or transfer its rights herein without the express written consent of PG&E, which may be withheld, conditioned or delayed at PG&E's sole and absolute discretion. Any assignment or other transfer violating the requirements of this Section shall be voidable at PG&E's election.

9. Any notices, requests or elections herein required or permitted shall be deemed given upon receipt and effective as to delivery if given in writing, and may be sent by registered United States Mail (return receipt requested) or by electronic mail or facsimile (with confirmed receipt) or by personal delivery or delivery by a nationally recognized courier service, addressed as follows or to such subsequent address as may be provided by Party to the other

Party by proper notice:

If to the Habitat:

Habitat For Humanity Greater San Francisco
500 Washington Street, Suite 250
San Francisco, CA 94111
Attention: Maureen Sedonaen, CEO

With a concurrent copy to:

DLA Piper LLP (US)
2000 University Avenue
East Palo Alto, California 94303-2215
Attention: Patrick J. McGaraghan, Esq.

If to PG&E:

If by registered mail:

Manager, Surplus Property
PG&E Land Management
P.O. Box 770000, Mail Code N10A
San Francisco, CA 94177

With a concurrent copy to:

Commercial and Environmental Group
Pacific Gas and Electric Company
P.O. Box 7442
San Francisco, CA 94120
Attn: Managing Counsel, Commercial and Environmental Group

If by personal delivery or overnight courier:

Manager, Surplus Property
PG&E Land Management
245 Market Street, Room 1036
San Francisco, CA 94105

With a concurrent copy to:

Commercial and Environmental Group
Pacific Gas and Electric Company
77 Beale Street, Mail Code B30A
San Francisco, CA 94105
Attn: Managing Counsel, Commercial and Environmental Group

10. This MOU, its validity, construction and all rights under it shall be governed by the laws of the State of California and without reference to the choice of law principles of the State of California or any other state.

11. Habitat and PG&E agree that the terms and provisions of this Agreement embody their mutual intent and that such terms and provisions are not to be more liberally in favor of, or more strictly against, either Party.

12. This Agreement, together with its attached exhibits, contains the entire agreement between the Parties with respect to the subject matter hereof, and any prior or contemporaneous agreements, discussions or understandings, written or oral, are superseded by this Agreement and shall be of no force or effect. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by each of the Parties.

13. The parties acknowledge that this MOU does not contain, nor have the parties agreed upon, all the essential terms of a Donation Agreement, and that such essential terms will be subject of further negotiations. A binding agreement will not exist unless and until the parties have executed and delivered a formal Donation Agreement approved by their respective senior management and legal counsel. PG&E and Habitat further acknowledge that it would be imprudent and unreasonable to rely upon the expectation of entering into a binding contract based upon this MOU, and efforts by the parties to negotiate a Donation Agreement or conduct due diligence shall not be considered as evidence of the intent by either party to be bound by terms of this proposal. Each party fully understands that neither party shall have any legal obligations to the other, or with respect to the proposed transaction, unless and until all of the terms and conditions of the proposed transaction have been negotiated, agreed to by both parties, and set forth in a definitive Donation Agreement, which has been signed and delivered by both parties. This proposal does not constitute an agreement to negotiate and either party may terminate negotiations at any time for any reason, or for no reason, prior to the execution and delivery of a Donation Agreement.

14. Neither this MOU nor any agreements or transactions contemplated hereby shall be interpreted as creating any partnership, joint venture, association or other relationship between the Parties.

15. This MOU may be executed in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each Party shall be entitled to rely upon executed copies of this Agreement transmitted either by facsimile or a pdf version by email to the same and full extent as the originals.

IN WITNESS WHEREOF, Habitat and PG&E have caused this MOU to be executed as of the Effective Date by their respective representatives thereunto duly authorized.

Habitat:

Habitat for Humanity Greater San Francisco, Inc.,
a California nonprofit corporation

By: [Signature]

Title: CEO

Date: 7/3/2018

PG&E:

Pacific Gas and Electric Company,
a California corporation

By: [Signature]

Title: Vice President, Land and Environmental Management

Date: 7/12/18

Attachment 3

Donation Agreement

DONATION AGREEMENT

THIS DONATION AGREEMENT ("Agreement") is made and entered into as of this ____ day of August, 2022 (the "Effective Date"), by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("PG&E"), and HABITAT FOR HUMANITY OF GREATER SAN FRANCISCO, INC., a California nonprofit public benefit corporation which is a subordinate under the group exemption from Federal income taxation umbrella of Habitat for Humanity International as a public charity described in Sections 501(c)(3) and 509(a) of the Internal Revenue Code of 1986, as amended (the "Donee").

RECITALS:

A. PG&E owns that certain real property commonly known as 8161 Redwood Boulevard, Novato, California, Assessor's Parcel Number 125-180-49, State Board of Equalization SBE No. 135-21-027A-1, more particularly described in Exhibit A attached hereto and incorporated herein (the "Land"). The Land, all improvements located thereon, and all rights and privileges appurtenant thereto, are collectively referred to as the "Property."

B. PG&E acquired the Property for use as a service center which was never constructed. With the exception of an existing electric overhead pole line and underground gas transmission lines, the Property is not necessary and useful for PG&E's operations.

C. Donee is a local affiliate of Habitat for Humanity International that develops housing in the San Francisco Bay Area. Donee desires to acquire the Property for development of a housing project that will focus on providing housing for residents that have been displaced by the recent North Bay Fires (the "Project"), although there shall be no contractual requirement with respect thereto given that the housing may not be constructed and available until after such displaced residents have relocated.

D. PG&E desires to donate the Property to Donee, and Donee desires to acquire the Property from PG&E, on the terms and conditions contained in this Agreement. In connection with this transaction, Donee is not providing, and did not provide, any goods or services to PG&E, and PG&E is not receiving, and has not received, any goods or services from Donee.

E. This Agreement is intended to govern the rights and obligations of the parties respecting the Property in connection with the conveyance of the Property to Donee.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PG&E and Donee hereby agree as follows:

1. CONVEYANCE; INDEPENDENT CONSIDERATION.

1.1 Conveyance. Subject to the terms and conditions contained in this Agreement, PG&E shall donate and convey the Property to Donee, and Donee shall accept and acquire the Property from PG&E.

1.2 Independent Consideration. Within three (3) business days after the Effective Date, Donee shall deposit to the Title Company by bank wire of immediately available funds the sum of Ten Dollars (\$10) which constitutes independent consideration for this Agreement (the "Independent Consideration"), which Donee will pay to PG&E independent of any other consideration provided hereunder. The Independent Consideration is fully earned by PG&E and is non-refundable under any circumstances. The Title Company shall release the Independent Consideration to PG&E upon receipt thereof. The Independent Consideration constitutes independent consideration for the rights and options extended to Donee hereunder, including, without limitation, the right and option to terminate this Agreement as provided herein. In all instances under this Agreement in which Donee elects to terminate

or is deemed to have terminated this Agreement, PG&E shall retain the Independent Consideration. Notwithstanding anything herein to the contrary, the Independent Consideration shall not be treated as consideration given by Donee for any purpose other than as provided herein. The parties intend and agree that the amount of the Independent Consideration is sufficient consideration for the rights and options extended to Donee hereunder and that it satisfies the threshold for sufficient consideration.

2. TITLE; TITLE INSURANCE.

2.1 Title. It shall be a condition precedent to Donee's obligation to proceed to the Close of Escrow (as defined in Section 5.3) shall be conditioned upon the irrevocable commitment by the Title Company (as defined in Section 5.1) to issue a standard form CLTA Owner's Policy of Title Insurance or at Donee's election an ALTA extended policy (the "**Title Policy**") with liability in an amount to be determined by Donee showing title vested in Donee subject only to the following exceptions (the "Permitted Encumbrances") defined as (a)-(f) below. Any endorsements requested by Donee shall be at Donee's sole cost and expense. Notwithstanding Donee's request for an ALTA extended policy and survey, the Close of Escrow shall not be delayed or extended as a result of any delay in obtaining a survey or issuance of a commitment to obtain such ALTA extended policy.

(a) The lien of general and special real property taxes and assessments, not delinquent;

(b) The title exceptions shown in the Preliminary Report dated as of September 24, 2021, prepared by the Title Company and attached hereto as Exhibit C (the "Title Report"). The Title Company has provided Donee with the Title Report, and copies of the instruments underlying any exceptions referred to in the Title Report, and Donee acknowledges its receipt of the Title Report and such underlying documents;

(c) All Permitted Exceptions;

(d) All Reserved Easements and Rights;

(e) Any matters affecting title to the Property created by or with the consent of Donee; and

(f) All matters that would be disclosed by an inspection or survey of the Property.

2.2 Reserved Easements and Other Third-Party Rights. Subject to the terms of this Section 2.2, PG&E shall be entitled to (i) reserve easements for all existing or proposed utility facilities located, or to be located, on or under the Property, and (ii) transfer the Property to Donee subject to any unrecorded easements, leases, licenses, permits or rights granted to others on or under the Property by PG&E (collectively, "Reserved Easements and Rights"). Within thirty (30) days following the Effective Date, or as soon thereafter as is reasonably practicable, PG&E shall provide notice and accompanying reasonable information concerning any Reserved Easements and Rights to Donee. If Donee objects to any of the Reserved Easements and Rights, Donee shall provide written notice to PG&E specifying the reasons therefor within ten (10) days following Donee's receipt of such notice and information by PG&E. The failure of Donee to object to any Reserved Easement and Rights within such period shall be deemed to be an approval by Donee of such Reserved Easements and Rights. PG&E may, at its sole discretion, elect by providing written notice within ten (10) days after receipt of Donee's notice, to agree to remove such objection or otherwise satisfy Donee with respect thereto prior to Close of Escrow. If PG&E elects not to cure such objection, PG&E shall notify Donee prior to the Close of Escrow. Donee shall have the right, upon written notice to PG&E given within five (5) days after PG&E's notice, to terminate this Agreement, the Escrow and the rights and obligations of the parties hereunder shall terminate as of the date of such notice, except for obligations that expressly survive the termination of this Agreement. Any Reserved Easements and Rights that Donee has objected to which PG&E has not agreed to cure shall be deemed approved by the Donee.

2.3 Title Objections.

(a) Donee shall use diligence to obtain from the Title Company an update of the Title Report ("Title Update"), together with copies of the instruments underlying any exceptions referred to in the Title Update, within ten (10) days following the Effective Date. Within fifteen (15) days following Donee's receipt of the Title Update, but in any event prior to the expiration of the Inspection Period, Donee shall review any title exceptions disclosed therein. The failure of Donee to object to any exceptions to title shown in the Title Update within the applicable period, which objection shall be in writing and shall specifically delineate the reasons therefor, shall be deemed to be an approval by Donee of the condition of title to the Property. If Donee objects to any exception to title shown in the Title Update or other title matters disclosed by PG&E are objectionable to Donee, PG&E may, at its sole election within ten (10) days after receipt of such objection, agree to remove such objection(s) or otherwise satisfy Donee with respect to such items prior to Close of Escrow. Donee acknowledges and agrees that PG&E shall have no obligation to cure any objection. If PG&E is unable or unwilling to remove any such objectionable item(s) or otherwise satisfy Donee with respect thereto, Donee shall have the right, upon written notice to PG&E given within five (5) days after PG&E's notice of refusal or inability to remove the exceptions, to terminate this Agreement. If Donee elects to terminate this Agreement, PG&E and Donee shall thereupon each be released from any obligations under this Agreement, except those that expressly survive termination. If Donee does not terminate the Agreement, the exceptions to which Donee objected and PG&E refused to cure or did not cure shall be deemed Permitted Exceptions.

(b) "Permitted Exceptions" shall mean all matters and exceptions appearing on the Title Report or Title Update which are any liens, easements, encumbrances, covenants, conditions and restrictions of record approved or expressly deemed approved or waived, by Donee pursuant to this Section 2.3.

2.4 Failure of Conditions. If prior to or as of the Close of Escrow, PG&E discloses to Donee or Donee discovers that (a) title to the Property is subject to defects, limitations or encumbrances other than the Permitted Exceptions, or (b) any representation or warranty of PG&E contained in this Agreement is untrue, then, as of the Closing Date, Donee shall have the right shall have the right to either (y) waive the objections to the failed closing conditions described in (a) or (b) of this Section 2.4 and proceed to the Close of Escrow, or (z) terminate this Agreement by delivering written notice to PG&E (or electronic email with an original to follow), provided that PG&E shall have the right to extend the Closing Date for a period of up to thirty (30) days to cure any such failed closing condition before Donee's termination is effective. Donee acknowledges and agrees that PG&E shall have no obligation to cure any objection. If Donee does not waive its objections to any failed closing condition objection and PG&E is unable or unwilling to cure such failed closing condition within such thirty (30) day period, this Agreement will terminate automatically, each party shall pay one half (1/2) of the escrow termination fee, if any, and PG&E and Donee shall thereupon each be released from any obligations under this Agreement, except those which expressly survive termination.

3. CONDITION OF PROPERTY.

3.1 Right of Inspection.

(a) For a period of thirty (30) days following the Effective Date of this Agreement (the "Inspection Period"), subject to the terms and conditions of this Agreement, Donee and Donee's authorized agents, contractors, employees and representatives ("Donee's Agents"), may enter onto the Property at any reasonable time and from time to time to survey and inspect the Property ("Inspections"). During the Inspection Period, Donee shall be entitled to assess all matters relating to the Property, including, but not limited to, the physical condition of the Property, the possible uses of the Property and any limitations thereon ("Feasibility Matters"). During the Inspection Period, Donee may retain engineers, contractors, environmental, soils and geologic consultants, architects and any other advisors that Donee, in its sole discretion, deems appropriate

in order to review the Feasibility Matters. No invasive testing, including soil or groundwater sampling, may be conducted on the Property unless and until the testing plans and procedures are approved in writing by PG&E, which approval may be withheld, or granted upon such conditions as PG&E may determine, in PG&E's sole and absolute discretion. If PG&E approves of such testing, Donee shall execute whatever additional agreement concerning such testing as PG&E shall reasonably require, and Donee shall prepare, at Donee's sole cost and expense, a work plan that describes in detail the nature, scope, location and purpose of all of Donee's activities to be performed on the Property, including methods and procedures for restoration of any alteration to Property, and a health and safety plan. Notwithstanding the foregoing, the parties recognize that Donee previously performed a series of tests and inspections under prior licenses granted by PG&E (the "Pre-Approved Tests and Inspections") described on Exhibit F attached hereto. In addition, at Donee's sole cost and expense, Donee shall comply with all laws, statutes, ordinances, rules, regulations, requirements or orders of municipal, state, and federal authorities now in force or that may later be in force with respect to the Inspections. In the event that Donee conducts any such Inspections, Donee shall return the Property as nearly as possible to the same condition the Property was in prior to any entry or Inspections.

(b) Donee shall notify Darin Polsley, PG&E's representative for the Property (the "PG&E Representative"), by telephone at (925) 348-5468, 1850 Gateway Boulevard, 7th Floor, Concord, California 94520, not less than seventy-two (72) hours prior to Donee or Donee's representatives entering the Property in each instance. No such entry shall interfere with PG&E's use of the Property or the use of the Property by any tenants, easement holders, licensees, permittees or other third parties occupying the Property. PG&E shall have the right to have a representative accompany Donee on each such entry, but PG&E's failure to have a PG&E representative present shall not prohibit Donee's entry onto the Property in accordance with this Section 3.1.

(c) At Donee's sole expense, Donee shall provide PG&E with copies of the results of all analytical tests, photos, geological logs, studies and drafts of any and all third-party reports generated as the result of Donee's Inspections as soon as they are available. PG&E shall have ten (10) business days to comment thereon. Thereafter, Donee shall use best efforts to incorporate any and all of PG&E's reasonable comments into such reports before such reports are prepared in final form. Donee shall provide PG&E with copies of any and all final reports as soon as they are available. Donee shall keep such reports confidential as more specifically set forth in Section 3.6.

3.2 Indemnification. Donee shall indemnify, defend (with counsel approved by PG&E), protect and hold PG&E, its officers, directors, employees, agents and contractors (collectively, "PG&E Parties") harmless from and against any and all losses (including diminution in the value of the Property and other consequential damages), costs, claims, demands, actions, suits, orders, causes of action (including attorneys' fees and costs), obligations, controversies, debts, expenses, accounts, damages, judgments, and liabilities of whatever kind or nature, and by whomsoever asserted, in law, equity, or otherwise (collectively, "Claims") arising out of or in any way connected with any entry upon the Property, or activities including, but not limited to Inspections conducted thereon by Donee or Donee's Agents, including Claims arising from the passive or active negligence of the PG&E Parties but excluding the PG&E Parties' sole negligence or willful misconduct. Donee's entry upon the Property and activities including, but not limited to Inspections conducted thereon by or on behalf of Donee shall be at Donee's sole risk and expense. PG&E shall not be liable to Donee for, and Donee hereby waives and releases PG&E and the other PG&E Parties from, any and all Claims arising out of or in any way connected with the Property and occurring as a result of any entry upon the Property, or activities including, but not limited to Inspections conducted thereon by Donee and Donee's Agents, including Claims arising from the passive or active negligence of any of the PG&E Parties, but excluding the PG&E Parties' sole negligence or willful misconduct. Donee shall, and shall cause Donee's Agents to, procure, carry and maintain in effect prior to and throughout the period of time that Donee shall be entering the Property, insurance covering Donee's activities reasonably acceptable to PG&E's insurance department, in a form and with deductibles reasonably acceptable to PG&E and with such insurance companies as are

reasonably acceptable to PG&E. The provisions of this Section 3.2 shall survive the expiration or earlier termination of this Agreement or the Close of Escrow.

3.3 Right to Terminate. If, for any reason, Donee is not satisfied with the results of its inspections of the Property and the Feasibility Matters, Donee shall have the right to terminate this Agreement by written notice to PG&E given prior to the expiration of the Inspection Period. On or prior to the expiration of the Inspection Period, Donee shall have the right to deliver to PG&E and the Title Company written notice of Donee's approval of the Feasibility Matters ("Feasibility Approval Notice"). Donee's failure to timely deliver the Feasibility Approval Notice shall be deemed disapproval of the Feasibility Matters. If Donee disapproves or is deemed to have disapproved any of the Feasibility Matters, Donee shall have no further obligation to acquire the Property from PG&E, the Escrow shall be terminated, each party shall pay one-half (1/2) of the escrow termination fee, if any, and PG&E and Donee shall thereupon each be released from any obligations under this Agreement, except those which expressly survive termination; and Donee shall promptly provide PG&E with copies of any and all inspection reports regarding the Property prepared by or on the behalf of Donee except for financial feasibility studies.

3.4 Hazardous Substances Disclosure: Donee's Release. PG&E, at some time during its ownership or use of the Property, may have handled, treated, stored and/or disposed of Hazardous Substances on the Property or used construction materials containing Hazardous Substances. Some of these Hazardous Substances may contain chemicals known to the State of California to cause cancer or reproductive toxicity. Donee acknowledges receipt from PG&E of the environmental reports relating to the Property described on Exhibit D attached hereto, if any (the "Environmental Reports"), and Donee may utilize the Environmental Reports in its due diligence review; provided, however, Donee acknowledges and agrees (a) that PG&E makes absolutely no representations or warranties as to the truth accuracy or completeness of any information contained in the Environmental Reports or the methods upon which said information was obtained by the issuers of the Environmental Reports, (b) that Donee will not rely in any manner upon the information contained in the Environmental Reports and (c) that neither PG&E nor the issuer of any of the Environmental Reports shall have liability whatsoever to Donee for any false, inaccurate or misleading matters or information, if any, contained in the Environmental Reports. Donee has been strongly advised to investigate the existence of Hazardous Substances on, under, about or otherwise affecting the Property. Donee further acknowledges that PG&E shall not in any manner be responsible to Donee for the presence of any electromagnetic field or Hazardous Substances on, under, about or otherwise affecting the Property, provided, however, that PG&E Representative represents and warrants that he has no knowledge of the release of Hazardous Materials onto the Property other than as set forth on the Environmental Reports or as disclosed in Section 3.10 of the Agreement.

3.5 Natural Hazards Disclosure Requirements. PG&E is, or may be, required under California law to disclose if the Property lies within the following natural hazard areas or zones: (a) a special flood hazard area designated by the Federal Emergency Management Agency (Government Code Section 8589.3); (b) an area of potential flooding shown on a dam failure inundation map (Government Code Section 8589.4); (c) a very high fire hazard severity zone ("Fire Hazard Severity Zone") (Government Code Section 51183.5); (d) a wildland area that may contain substantial forest fire risks and hazards ("Wildland Fire Zone") (Public Resources Code Section 4136); (e) an earthquake fault zone (Public Resources Code Section 2621.9); or (f) a seismic hazard zone (Public Resources Code Section 2694). Donee acknowledges and understands that: (i) if the Property is located in a Fire Hazard Severity Zone, the owner is subject to the maintenance requirements of Government Code Section 51182; and (ii) if the Property is located in a Wildland Fire Zone, it is subject to the maintenance requirements of Public Resources Code Section 4291, and it is not the State of California's responsibility to provide fire protection services to any building or structure located within a Wildland Fire Zone unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Public Resources Code Section 4142. In addition, if the Property is situated in one or more of the hazard zones described above, Donee's ability to develop the Property, obtain insurance, or receive assistance after a disaster may be limited. Donee further acknowledges that the maps on which the natural hazard disclosures are based only estimate where natural hazards exist,

and are not definitive indicators of whether or not a property will be affected by a natural disaster. PG&E has employed the services of JCP-LGS (which, in such capacity is herein called "Natural Hazards Expert") to examine the maps and other information specifically made available to the public by government agencies for the purpose of enabling PG&E to fulfill the foregoing disclosure obligations. A copy of the Natural Hazards Disclosure Report ("Natural Hazards Report") prepared by the Natural Hazards Expert is attached to this Agreement as Exhibit E. Donee acknowledges that the Natural Hazards Report deals with matters within the scope of the Natural Hazards Expert's professional license or expertise, and PG&E shall not be liable for any error, inaccuracy or omission of any information relating to natural hazards disclosures not within its personal knowledge. Except as expressly provided herein, PG&E is making and has made no representations regarding the seismic, geologic or other natural hazards affecting the Property, or the effect thereof on the future use or development of the Property, and Donee should make its own inquiry and investigation of such hazards. Further, Donee hereby waives, to the fullest extent permitted by law, any other disclosure requirements relating to natural hazards imposed on PG&E by California law.

3.6 Confidentiality. Until Close of Escrow, and unless disclosure is otherwise required under this Agreement or under applicable laws, Donee shall keep and shall cause its agents, consultants and employees to keep confidential the terms of this Agreement and all tests, reports, documents, analyses, and opinions obtained by Donee with respect to the Property, including, but not limited to, any information provided by PG&E or received or prepared by Donee in Donee's independent factual, physical and legal examinations and inquiries respecting the Property (collectively, the "Confidential Information"), except that Donee may disclose the same to its legal counsel and consultants, provided that Donee obtains the agreement in writing of such legal counsel, consultants and, to keep the Confidential Information confidential. Until Close of Escrow, unless disclosure is otherwise required under this Agreement or under applicable law or government rules or regulations, neither the contents nor the results of any Confidential Information shall be disclosed by Donee, its agents, consultants and employees without PG&E's prior written approval unless and until Donee is legally compelled to make such disclosure. The obligations of Donee contained in this Section shall survive the termination of this Agreement.

3.7 AS IS CONDITION. DONEE HAS BEEN STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ELECTROMAGNETIC FIELDS AND POTENTIAL ENVIRONMENTAL HAZARDS ARISING FROM THE PRESENCE ON OR ABOUT THE PROPERTY OF HAZARDOUS SUBSTANCES, AND LIABILITY FOR COMPLIANCE WITH ALL FEDERAL, STATE AND LOCAL LAWS, REGULATIONS AND ORDINANCES RELATING THERETO. NEITHER PG&E, NOR ANY OTHER PG&E PARTY MAKES OR HAS MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AS TO THE PHYSICAL CONDITION OF THE PROPERTY, DESPITE REFERENCE TO THE SIZE OF THE PROPERTY IN RECITAL A OF THIS AGREEMENT, THE USES OF THE PROPERTY OR ANY LIMITATIONS THEREON, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY PERTAINING TO ZONING, ENVIRONMENTAL OR OTHER LAWS, REGULATIONS OR GOVERNMENTAL REQUIREMENTS; THE UTILITIES OR OTHER PHYSICAL EQUIPMENT AND FIXTURES ON THE PROPERTY, THE COSTS OF OPERATING THE PROPERTY OR ANY OTHER ASPECT OF THE OPERATIONS ON THE PROPERTY; THE CONDITION OF THE SOILS OR GROUNDWATERS OF THE PROPERTY; THE PRESENCE OR ABSENCE OF ELECTROMAGNETIC FIELDS, TOXIC MATERIALS OR HAZARDOUS SUBSTANCES ON OR UNDER THE PROPERTY; THE SEISMIC OR STRUCTURAL INTEGRITY OF ANY IMPROVEMENTS ON THE PROPERTY OR THE COMPLIANCE OF THE PROPERTY OR SUCH IMPROVEMENTS WITH ANY APPLICABLE LAWS, REGULATIONS OR ORDINANCES; OR ANY OTHER MATTER BEARING ON THE USE, VALUE OR CONDITION OF THE PROPERTY. FURTHER, PG&E MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CONDITION OF TITLE TO THE PROPERTY AND IMPROVEMENTS, AND DONEE AGREES THAT IT WILL RELY SOLELY ON ITS POLICY OF TITLE INSURANCE ISSUED BY THE TITLE COMPANY.

3.8 Release. As of the Effective Date, Donee hereby waives, releases and forever discharges each of the PG&E Parties from any and all claims, actions, causes of action, demands, liabilities, damages, costs, expenses or compensation whatsoever, whether direct or indirect, known, foreseeable or unforeseeable, which Donee may have at the Closing or which may arise in the future on account of or in any way arising out of or connected with the Property, including, but not limited to, the physical condition, nature or quality of the Property, the ownership, management or operation of the Property, any failure of the Property to comply with applicable laws, or any inaccuracy or incompleteness of plans, drawings, specifications, or documents, if any, provided by PG&E. Donee hereby waives the protection of California Civil Code Section 1542, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY
HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
WITH THE DEBTOR OR RELEASED PARTY.

Donee's Initials:  M.S.

3.9 Sewer Hook-Up Fees: At Closing, Donee shall assume responsibility to pay all sewer hook-up fees with respect to the Property assessed by the 2003 Novato Sanitary District Resolution No. 2859, which was approximately \$451,452.94 as of September 1, 2018. Donee is responsible for determining the current assessment amount due.

3.10 Prior Use and Water Board Condition: A portion of the Property had historically been used by prior owners as a former vehicle service station and auto body repair shop. The Regional Water Quality Control Board ("Water Board") closed its proceeding in 1997, conditioned on being notified regarding changes in land use (the "Water Board Closing Condition"). Donee shall be responsible for notifications to the Water Board and any additional requirements arising from the Water Board Closing Condition.

3.11 Survival. The covenants, agreements and obligations of Donee contained in this Section 3 shall survive the termination of this Agreement or the Close of Escrow and the recordation of the Grant Deed.

4. **CONDITIONS PRECEDENT.**

4.1 Conditions to Donee's Obligations. Donee's obligation under this Agreement to acquire the Property is subject to the fulfillment or waiver of each of the following conditions precedent:

(a) PG&E shall have performed each and every covenant contained in this Agreement to be performed by PG&E on or before the Close of Escrow, including but not limited to, depositing with the Title Company the documents referenced in Section 5.2(a) below, and all of PG&E's representations and warranties under this Agreement shall have been true and correct when made and shall be true and correct as of the Closing Date.

(b) The Title Company shall be irrevocably committed to issue to Donee, upon payment of the premium therefor by Donee, title insurance coverage as further described in Section 2.1 of this Agreement.

(c) Donee shall have secured the following key project entitlements and approvals ("Entitlements") for the Project:

(i) Approval of Donee's residential development from the City of Novato, including a General Plan amendment to change the zoning to residential use;

(ii) Any approvals required by any regulatory agency with jurisdiction over any wetlands or habitat on the Property; and

(iii) Donee shall have obtained a letter of support from the City of Novato (including but not limited to signatures from the City Manager, Planning Director, Director of Economic Development) for Donee's proposed housing on the Property ("City Support Letter").

(d) The conditions precedent set forth above are intended solely for the benefit of Donee. If any such condition precedent is not satisfied in a timely manner, then Donee shall have the right in its sole discretion either to waive, in whole or in part, or to conditionally waive, in whole or in part, in writing the condition precedent in question and proceed with the Close of Escrow and acceptance of conveyance of the Property or, in the alternative, to terminate this Agreement, provided that if any such conditional waiver is not acceptable PG&E in its sole and absolute discretion, PG&E may reject such conditional waiver, in which event the original condition precedent shall remain effective, and if not satisfied by PG&E, shall entitle Donee to terminate this Agreement. If this Agreement is terminated pursuant to this Section, each party shall pay one half (1/2) of the escrow termination fee, if any, and PG&E and Donee shall thereupon each be released from any obligations under this Agreement, except those which expressly survive termination.

4.2 Conditions to PG&E's Obligations. PG&E's obligation under this Agreement to convey the Property to Donee is subject to the fulfillment or waiver of each of the following conditions precedent:

(a) PG&E has determined that approval of the California Public Utilities Commission ("CPUC") will be required as a condition precedent to PG&E's donation of the Property to Donee ("CPUC Approval") and therefore, the obligation of each party to close the conveyance of the Property shall be conditioned upon obtaining such CPUC Approval before the Close of Escrow. CPUC Approval shall not be deemed to have occurred for purposes of this Agreement unless and until the CPUC approves the conveyance of the property in a form that is final, unconditional and un-appealable, including exhaustion of all administrative appeals or remedies before the CPUC, and such CPUC Approval is approved by PG&E in its sole and absolute discretion, including PG&E's approval of the proposed accounting and ratemaking treatment of the sale. Donee further acknowledges and agrees that PG&E makes no representation or warranty with respect to the likelihood of, or timing of, CPUC Approval. Donee waives all claims against PG&E for losses, expenses or damages suffered or incurred as a result of the need for CPUC Approval, any delay in receipt of CPUC Approval or the failure of the CPUC to approve the conveyance of the Property to Donee.

(b) The CPUC has issued the CPUC Approval.

(c) Donee shall have performed each and every covenant contained in this Agreement to be performed by Donee on or before the Close of Escrow, including but not limited to, depositing with the Title Company the fees and documents referenced in Section 5.2(a) below.

(d) All of Donee's representations and warranties under this Agreement shall have been true and correct when made and shall be true and correct as of the Closing Date.

(e) Donee shall have delivered evidence of authority of Donee to enter into this Agreement and the transactions which are contemplated by this Agreement as PG&E and the Title Company may reasonably require.

(f) Donee shall have secured the Entitlements.

(g) Donee shall have obtained the City Support Letter.

(h) The conditions precedent set forth above are intended solely for the benefit of PG&E. If any such condition precedent is not satisfied in a timely manner, then PG&E shall have the right in its sole discretion either to waive, in whole or in part, or to conditionally waive, in whole or in part, in writing the condition precedent in question and proceed with conveyance of the Property or, in the alternative, to terminate this Agreement, provided that if any such conditional waiver is not acceptable to Donee in its sole and absolute discretion, Donee may reject such conditional waiver, in which event the original condition precedent shall remain effective, and if not satisfied by Donee, shall entitle PG&E to terminate this Agreement. The date for Close of Escrow may be extended, at PG&E's option, for a reasonable period of time specified by PG&E, to allow PG&E's conditions precedent to be satisfied, subject to PG&E's further right to waive such condition, or to terminate this Agreement upon expiration of the period of any such extension if all such conditions precedent have not been satisfied. If this Agreement is terminated pursuant to this Section, Donee shall pay the escrow termination fee, if any, and PG&E and Donee shall thereupon each be released from any obligations under this Agreement, except those which expressly survive termination.

5. **ESCROW.**

5.1 **Establishment and Close of Escrow.** Within five (5) business days after the Effective Date of this Agreement, the parties shall open an escrow (the "**Escrow**") with Chicago Title Insurance Company, One Embarcadero Center, Suite 250, San Francisco CA, 94111 Attn: Jennifer Lewis ("**Title Company**"). The Close of Escrow shall occur no later than 12:00 p.m. California time on the date that is sixty (60) days after the expiration of the Inspection Period ("**Closing Date**"), provided that all conditions precedent set forth in Section 4 have been satisfied or waived, as more specifically set forth in Section 4.

5.2 **Deposits into Escrow.**

(a) At or prior to Close of Escrow, Donee shall deposit or cause to be deposited with the Title Company the following:

- (i) Donee's share of the fees and charges described in Section 5.4;
- (ii) Escrow instructions to the Title Company that are not inconsistent with the terms of this Agreement;
- (iii) A Preliminary Change of Ownership Report in a form suitable for filing with the County assessor;
- (iv) Donee's escrow instructions consistent with the provisions of this Agreement; and
- (v) Such other instruments and documents as are reasonably required by the terms of this Agreement or by the Title Company.

(b) At or prior to Close of Escrow, PG&E shall deposit or cause to be deposited with the Title Company the following:

- (i) A grant deed, prepared and duly executed by PG&E in recordable form, conveying fee title to the Property to Donee in the form attached hereto as Exhibit B ("**Grant Deed**");
- (ii) Affidavits certifying that PG&E is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and California Revenue and Taxation Code Section 18662(e) ("**Affidavits**");

(iii) Escrow closing instructions that are not inconsistent with the terms of this Agreement; and

(iv) Such other instruments and documents as are reasonably required by the terms of this Agreement or by the Title Company, including an Owner's Affidavit, if required by the Title Company to issue the title insurance policy to Donee described in Section 2.1, in a form approved by PG&E, in PG&E's sole and absolute discretion.

5.3 Closing. The "**Close of Escrow**" shall be defined herein as the time that the Grant Deed is recorded in the official records of the County of Marin. After all the requirements of Section 5.2 have been satisfied and all conditions precedent set forth in Section 4 have been satisfied or waived, the parties shall instruct the Title Company to close escrow by, among other actions:

(a) Recording the Grant Deed and instructing the Marin County Recorder to deliver the Grant Deed to Donee after recording;

(b) Recording the Release Agreement and instructing the Marin County Recorder to deliver the Release Agreement to PG&E after recording;

(c) Delivering to PG&E and to Donee "as-recorded" conformed copies of the Grant Deed and the Release Agreement, and copies of all other closing documents, and issuing and delivering to Donee the policy of title insurance described in Section 4.1(b).

5.4 Costs. Unless as otherwise provided herein, Donee shall pay all escrow fees charged by the Title Company, the cost of any ALTA or other survey required by the Title Company in order to issue the policy of title insurance in favor of Donee, the premium and endorsement charges for the policy of title insurance described in Sections 4.1(b), and all other fees, costs, charges or other amounts required by the Title Company for the Close of Escrow under this Agreement. PG&E shall pay any transfer taxes (either County or City) or recording fees due in connection with this transfer.

5.5 Prorations. General and special real property taxes and the current fiscal year's installments of any assessments encumbering the Property, shall be prorated as of Close of Escrow. Donee agrees to reasonably cooperate with PG&E's efforts to obtain a refund of fees and assessments allocable to the period after the Close of Escrow, including, but not limited to, signing all documents that must be filed with the State Board of Equalization.

5.6 Possession of Property. PG&E shall deliver vacant possession of the Property to Donee upon Close of Escrow free and clear of all leases, occupancy agreements or other occupants except for Permitted Encumbrances.

6. REPRESENTATIONS AND WARRANTIES.

6.1 PG&E's Representations. PG&E hereby makes the following representations and warranties, each of which is material, is being relied upon by Donee (the continued truth and accuracy of which shall constitute a condition precedent to Donee's obligations hereunder) and shall fully survive the Close of Escrow and the recordation of the Grant Deed:

(a) Except as approved by Donee pursuant to this Agreement, there are no rights or claims to ownership, possession, occupancy or use of the Property by any third party, including, without limitation, pursuant to any lease, license, tenancy agreement, or other agreement, which right or claim will exist or be enforceable following the Closing.

(b) PG&E has full right, power and authority to enter into this Agreement and to convey and transfer the Property and all rights appurtenant thereto to Donee; provided,

however, that the foregoing representation and warranty is subject to (i) Seller obtaining a release of Novato Service Center from the Indenture of Mortgage recorded in the Official Records of the County on July 7, 2020, as Document No. 2403-06-0648 (as supplemented from time to time), which release Seller agrees to obtain prior to Close of Escrow and (ii) Seller's receipt of CPUC Approval (as more particularly described in Section 4.2(b) above). All corporate action on the part of PG&E necessary for the valid authorization, execution, and delivery of this Agreement, and the consummation of the transactions contemplated hereby has been taken, or at or prior to Close of Escrow will have been taken.

(c) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with or constitute a default under any of the terms, conditions or provisions of any other agreement to which PG&E is a party or by which PG&E is bound, and will not to the best of PG&E's knowledge, violate any provision of, or require any consent, authorization or approval under, any applicable laws.

(d) PG&E has not received any written notice of, nor does PG&E have knowledge of, any litigation, arbitration or other legal or administrative suit, action, proceeding or investigation of any kind pending or threatened in writing against or involving PG&E relating to the Property or any part thereof or that would affect PG&E's ability to convey the Property (including any interference due to any ongoing bankruptcy proceeding), including, but not limited to, any condemnation action relating to the Property or any part thereof.

(e) PG&E's "knowledge" or "receipt of written notice" as used in this Section 6 or elsewhere in this Agreement shall mean the actual knowledge of, or receipt of written notice by, PG&E Representative, without any duty of inquiry. Donee acknowledges and agrees that PG&E may have records or files not in the possession of PG&E Representative that may include information concerning the Property. Donee understands that PG&E will not undertake to determine whether any of such other files and/or records contain information concerning the Property and PG&E will not make such other files and records available to Donee for its review. Donee further acknowledges and agrees that PG&E and its affiliates have gone through numerous management changes and personnel changes over the years, and the employees who currently manage the Property may have little or no knowledge of the location or contents of the files and records relating to the Property. In light of the voluminous files and records of PG&E, and the uncertainty of the location or content of such files, Donee acknowledges and agrees that Donee will, except for the limited representations and warranties contained in this Section 6, rely solely on its own investigations in making its decision to acquire the Property.

6.2 Donee's Representations. In consideration of PG&E entering into this Agreement and as an inducement to PG&E to transfer the Property to Donee, Donee makes the following representations and warranties, each of which is material, is being relied upon by PG&E (the continued truth and accuracy of which shall constitute a condition precedent to PG&E's obligations hereunder) and shall fully survive the Close of Escrow and the recordation of the Grant Deed:

(a) Donee is a California nonprofit corporation, duly organized, validly existing and in good standing under the laws of the State of California. This Agreement and all documents executed by Donee which are to be delivered to PG&E upon Close of Escrow are, or at the time of Close of Escrow will be, (i) duly authorized, properly executed and delivered by Donee, (ii) legal, valid and binding obligations of Donee enforceable in accordance with their terms at the time of Close of Escrow, and (iii) not in violation of any agreement or judicial order to which Donee is a party or to which it is subject.

(b) Donee is an experienced owner and operator of real property, and is represented by counsel in connection with this transaction. Donee specifically acknowledges that it is acquiring the Property in an "AS IS, WHERE IS, WITH ALL FAULTS" condition, without any representations or warranties of PG&E, express or implied, written or oral, as to the nature or condition of title to the Property, the physical condition of the Property, the uses of the Property or

any limitations thereon, except to the extent provided by Donor in Section 3.4 above. Donee is relying solely upon, and, as of the expiration of the Inspection Period will have conducted, its own analysis of the Property as it deems necessary or appropriate in so acquiring the Property from PG&E (including, but not limited to, an analysis of any and all matters concerning the condition, condition of title, use, development or suitability for development of the Property). Donee is not relying in any way upon any representations, statements, agreements, warranties, studies, plans, reports, descriptions, guidelines or other information or material furnished by PG&E or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any of the foregoing matters except as expressly set forth in Section 6.1 of this Agreement.

(c) Donee is not, and at no time during the term of this Agreement will be:

(a) in violation of any Anti-Terrorism Law (defined below); (b) conducting any business or engaging in any transaction or dealing with any Prohibited Person (defined below), including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person; (c) dealing in, or otherwise engaging in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224 (defined below); or (d) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in, any Anti-Terrorism Law. Neither Donee nor any of its Affiliates, officers, directors, shareholders, partners or members is, or at any time during the term of this Agreement will be, a Prohibited Person. As used herein, "Anti-Terrorism Law" means any law or regulation relating to terrorism, anti-terrorism, money-laundering or anti-money laundering activities, including the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, Executive Order No. 13224, and Title 3 of the USA Patriot Act (defined below), and any regulations promulgated under any of them, each as may be amended from time to time. As used herein, "Executive Order No. 13224" means Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism," as may be amended from time to time. As used herein, "Prohibited Person" means (1) a person or entity that is listed in, or owned or controlled by a person or entity that is listed in, the Annex to Executive Order No. 13224; (2) a person or entity with whom PG&E is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; or (3) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/t11sdn.pdf>, or at any replacement website or other official publication of such list. As used herein, "USA Patriot Act" means the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56). As used herein, "Affiliate" means, with respect to any party, a person or entity that controls, is under common control with, or is controlled by such party.

7. **CONDEMNATION.** In the event of any taking of more than fifty percent (50%) of the land area of the Property in eminent domain proceedings or under threat of condemnation prior to the Close of Escrow, Donee shall have the right to terminate this Agreement by giving to PG&E written notice of termination within five (5) days following the date of such taking, in which event this Agreement, the Escrow and the rights and obligations of the parties hereunder shall terminate as of the date of such notice, except for obligations that expressly survive the termination of this Agreement. In the event of a taking of fifty percent (50%) or less of the land area of the Property prior to the Close of Escrow or in the event that Donee shall not elect to terminate this Agreement as provided above, Donee shall remain obligated to perform its obligations under this Agreement. For the purposes of this Agreement, a taking in condemnation shall mean the taking of possession or the vesting of fee title to the Property in a governmental entity pursuant to the exercise of the power of eminent domain or pursuant to a deed given in lieu or in contemplation thereof.

8. **MISCELLANEOUS.**

8.1 Tax Benefits. Donee acknowledges that PG&E will be entitled to all tax benefits relating to donation of the Property as contemplated in this Agreement, and Donee agrees to cooperate with PG&E's efforts to obtain such tax benefits, including, but not limited to, Donee's delivery to PG&E or filing of such documents with the Internal Revenue Service or State Board of Equalization as may be necessary or desirable, to the extent such documentation is accurate and such cooperation does not expose Donee to any additional expense or liability. The covenant of Donee contained in this Section 8.1 shall survive the Close of Escrow and the recordation of the Grant Deed.

8.2 Operation of the Property Prior to the Close of Escrow. During the period from the date of PG&E's execution of this Agreement to the Close of Escrow, PG&E shall not enter into any lease, management agreement or maintenance or service contract that will be binding on Donee or that affects the Property ("Contract"), without the prior written consent of Donee, which consent shall not be unreasonably withheld, conditioned or delayed. If a Contract is entered into after the expiration of the Inspection Period, Donee may consent or withhold consent to such Contract in its sole discretion. Any such existing leases, management agreements or maintenance or service contracts will be terminated by PG&E effective on or prior to the Close of Escrow. All costs and obligations attributable to the period before the Close of Escrow shall be the sole responsibility of PG&E.

8.3 Donor Recognition. Donee and PG&E shall meet and confer as to the appropriate recognition and publicity of the donation and will agree on a communications plan which will be determined prior to the Close of Escrow ("Communications Plan"). All public communications after such agreement will be in accordance with such Communications Plan and the parties agree to meet and confer prior to either party issuing public communications that deviate from the Communications Plan.

8.4 Disclosure Defects. In the event Donee discovers prior to the Close of Escrow that PG&E failed to make any material disclosures to Donee regarding the Property (collectively, "Disclosure Defects"), PG&E shall bear no liability for such matters, and Donee shall, as its sole remedy (provided that PG&E has not breached an express covenant set forth in this Agreement), elect either to (a) waive such matters and complete its acquisition of the Property in accordance with the terms of this Agreement or (b) terminate this Agreement. If Donee elects to terminate this Agreement, PG&E shall pay the escrow termination fee, if any, and PG&E and Donee shall thereupon each be released from any obligations under this Agreement, except those which expressly survive termination. Donee's consent to the Close of Escrow in this transaction shall conclusively demonstrate Donee's waiver of any Disclosure Defects known to Donee prior to the Close of Escrow, and Donee shall not be entitled to make any claim or bring any action for damages against PG&E arising out of any Disclosure Defects.

8.5 PG&E's Default. If the transfer of the Property under this Agreement does not close because of a default by PG&E, Donee shall have, at its option and as its sole remedies, the following:

(a) The right to pursue specific performance of this Agreement, provided that Donee waives in writing any right it may have to bring an action for, or assert, any damages against PG&E for such default of PG&E. In no event shall Donee be entitled to any damages as a result of a default by PG&E under this Agreement.

(b) As an alternative to the remedy provided in Section 8.5(a), the right to terminate this Agreement, in which event this Agreement, the Escrow and the rights and obligations of the parties hereunder shall terminate as of the date of such notice, except for obligations that expressly survive the termination of this Agreement.

8.6 Time of Essence. Time is of the essence of this Agreement and each and every provision hereof.

8.7 Further Assurances. Each party hereto agrees to execute and deliver to the other party such further documents or instruments as may be necessary or appropriate in order to carry out the intentions of the parties as contained in this Agreement.

8.8 Binding Effect: Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the heirs, successors and assigns of the parties hereto. Notwithstanding the foregoing, Donee shall have no right to assign its rights or delegate its obligations under this Agreement.

8.9 Severability. If any provision of this Agreement shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Agreement and to this end the provisions of this Agreement are intended to be and shall be severable; provided, however, if such unenforceability or invalidity alters the substance of this Agreement (taken as a whole) so as to deny either party, in a material way, the realization of the intended benefit of its bargain, such party may terminate this Agreement within thirty (30) days after the final determination by notice to the other. If such party so elects to terminate this Agreement, then this Agreement shall be terminated, each party shall pay one-half (1/2) of the escrow termination fee, if any, and PG&E and Donee shall thereupon each be released from any obligations under this Agreement, except those which expressly survive termination.

8.10 Governing Laws. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

8.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.12 Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be either personally delivered or transmitted by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, such as FedEx or Airborne Express, and by email only as a courtesy, addressed to the parties as follows:

If to PG&E:

If by registered or certified mail, return receipt requested:

Manager, Surplus Property
PG&E Land Management
P.O. Box 770000, Mail Code N10A
San Francisco, CA 94177
Email: landsales@pge.com

With a concurrent copy to:

Law Department
Pacific Gas and Electric Company
P.O. Box 7442
San Francisco, CA 94120
Attn: Managing Counsel,
Environmental and Land Group (Real Estate)

If by personal delivery or courier service:

Manager, Surplus Property
PG&E Land Management
245 Market Street, Room 1036
San Francisco, CA 94105
Email: landsales@pge.com

With a concurrent copy to:

Law Department
Pacific Gas and Electric Company
77 Beale Street, Mail Code B30A
San Francisco, CA 94105
Attn: Managing Counsel,
Commercial and Environmental Group (Real Estate)

If to Donee:

Habitat for Humanity Greater San Francisco
300 Montgomery Street, Suite 450
San Francisco, CA 94104
Attention: Maureen Sedonaen
Email: MSedonaen@habitatgsf.org

With a concurrent copy to:

DLA Piper LLP (US)
2000 University Avenue
East Palo Alto CA 94303-2215
Attn: Jeremiah Kauffman
Email: Jeremiah.kauffman@us.dlapiper.com

The date of any notice or communication shall be deemed to be the date of receipt if delivered personally, or the date of the receipt or refusal of delivery if transmitted by mail or overnight courier. Any party may change the address for notice by giving notice to the other party in accordance with this Section 8.12.

8.13 Entire Agreement. This Agreement and the exhibits hereto,, contain the entire understanding of the parties relating to the Property and shall supersede and any prior written or oral agreements or communications between the parties pertaining to such subject matter including but not limited to that certain Memorandum of Understanding between Donee and PG&E dated as of July 10, 2018, as amended by that certain First Amendment to Memorandum of Understanding for Donation of Property dated November 25, 2019, and as further amended by that certain Second Amendment to Memorandum of Understanding for Donation of Property dated March 30, 2021.

8.14 Limitation on Liability. Each party expressly agrees that the obligations and liabilities of the other party under this Agreement and any document referenced herein shall not constitute personal obligations of the officers, directors, employees, agents, affiliates, members, representatives, stockholders or other principals and representatives of such other party. Notwithstanding anything to the contrary, PG&E's liability, if any, arising in connection with this Agreement or with the Property shall be limited to PG&E's interest in the Property for the recovery of any judgment against PG&E, PG&E's liability shall not extend to any other property or assets of PG&E, and PG&E shall not be personally liable for any such judgment or deficiency after execution thereon. The limitations of liability contained in this Section 8.14 shall apply equally and inure to the benefit of each party's present and future officers, directors, employees, agents, affiliates, members, representatives, stockholders or other principals and representatives, and their respective heirs, successors and assigns.

8.15 Exhibits. The following Exhibits are attached hereto and incorporated by reference into this Agreement

<u>Exhibit A</u>	-	Legal Description of the Land
<u>Exhibit B</u>	-	Grant Deed
<u>Exhibit C</u>	-	Title Report

<u>Exhibit D</u>	-	Environmental Reports
<u>Exhibit E</u>	-	Natural Hazards Statement
<u>Exhibit F</u>	-	List of Pre-Approved Tests and Inspections

8.16 Required Actions of Donee and PG&E. Donee and PG&E agree to take such reasonable actions, including but not limited to acknowledging, delivering or executing instruments and documents, as may be required to effectuate the purposes of this Agreement or to consummate the transfer of the Property as contemplated herein.

8.17 Brokers.

(a) PG&E. PG&E hereby represents and warrants to Donee that PG&E has incurred no obligation to any finder or real estate broker or salesperson with respect to this transaction, and in the event that any contrary claim is made, PG&E shall indemnify, defend and hold Donee harmless from and against any and all losses, costs, claims, damages, liabilities or causes of action (including attorneys' fees and costs) with respect to any such additional finder, broker or salesperson. The representations, warranties and covenants of PG&E contained in this Section 8.17 shall survive the termination of this Agreement or the Close of Escrow and the recordation of the Grant Deed.

(b) Donee. Donee hereby represents and warrants to PG&E that Donee has not incurred any obligation to any finder or real estate broker or salesperson with respect to this transaction, and in the event that any contrary claim is made, Donee shall indemnify, defend and hold PG&E harmless from and against any and all losses, costs, claims, damages, liabilities or causes of action (including attorneys' fees and costs) with respect to any such finder, broker or salesperson. The representations, warranties and covenants of Donee contained in this Section 8.17 shall survive the termination of this Agreement or the Close of Escrow and the recordation of the Grant Deed.

8.18 Mandatory Negotiation and Mediation.

(a) Except as provided in this Section 8.18(a), PG&E and Donee agree to first negotiate and then mediate with respect to any claim or dispute arising out of or relating to this Agreement, before resorting to court action. Either party may initiate settlement negotiations by providing written notice to the other party, setting forth the subject of the claim or dispute. Donee and PG&E agree to cooperate in scheduling negotiations and to participate in the settlement negotiations in good faith. If Donee and PG&E fail to settle such claim or dispute within thirty (30) days after the date of mailing of the notice initiating settlement negotiations or within such additional time period as the parties may agree in writing, the parties agree to submit the matter to JAMS for mediation within thirty (30) days thereafter. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the claim or dispute and the relief requested (the "Mediation Notice"). Except as provided herein or by written agreement of the parties, the mediation shall be conducted in San Francisco pursuant to the JAMS rules. The parties will cooperate in selecting a mediator from the JAMS panel of neutrals, and in scheduling the mediation proceedings. If the parties do not select a mediator within thirty (30) days after the Mediation Notice, the parties agree that either party may request that JAMS in San Francisco, California, facilitate the choice of mediator by applying the "strike and rank" process used for appointment of arbitrators in arbitration proceedings, or to appoint a mediator, if necessary, and both parties agree to the appointment of such mediator as so selected. The parties agree to participate in the mediation in good faith, and to share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the parties, their employees, agents, experts and attorneys, and by the mediator and any other JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, but evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If JAMS should no longer exist at the time the

claim or dispute arises, the matter shall be submitted to its successor entity, or if there is no such successor entity, to the American Arbitration Association or other similar organization mutually agreed upon by the parties, and except as provided herein or by mutual agreement of the parties, the mediation rules of such successor or alternate organization shall apply. Except as may be expressly set forth in any written settlement agreement, should the matter be settled by negotiation or mediation prior to commencing court action, each party shall pay its own attorneys' fees and costs. Except as provided in Section 8.18(b), neither party may commence an action arising out of or relating to this Agreement until expiration of the negotiation period and completion of the initial mediation session in accordance with this Section 8.18(a). If either party commences an action with respect to a claim or dispute covered by this Section 8.18(a) without first attempting to resolve the matter through negotiation and mediation, or refuses to negotiate or mediate after a request has been made, then that party shall not be entitled to recover attorneys' fees and costs, even if such fees and costs would otherwise be available to that party in such action.

(b) Either party may seek equitable relief to preserve the status quo prior to participating in the negotiation and mediation proceedings required pursuant to Section 8.18(a). In addition, matters that are within the jurisdiction of probate, small claims, or bankruptcy court are excluded from mandatory negotiation and mediation hereunder.

(c) The provisions of this Section 8.18 may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all fees and costs, including reasonable attorneys' fees, to be paid by the party against which enforcement is ordered. The covenants of PG&E and Donee contained in this Section 8.18 shall survive the expiration or earlier termination of this Agreement or the Close of Escrow.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the day and year first above written.

PG&E:

PACIFIC GAS AND ELECTRIC COMPANY,
a California Corporation

E-SIGNED by Andrew Williams
By: on 2022-08-12 21:50:58 GMT

Print Name: Andrew Williams

Its: Vice President, Shared Services

Date: August 12, 2022

DONEE:

Habitat for Humanity Greater San Francisco, a
California nonprofit corporation

E-SIGNED by Maureen Sedonaen
By: on 2022-08-12 21:49:28 GMT

Print Name: Maureen Sedonaen

Its: CEO

Date: August 12, 2022

Exhibit A

LEGAL DESCRIPTION OF THE LAND

All that certain real property situated, lying and being in the County of Marin State of California, described as follows:

PARCEL ONE:

BEGINNING AT THE MOST NORTHERLY CORNER OF THE PARCEL OF LAND DESCRIBED AS PARCEL ONE IN THE DEED FROM ROBERT D. CARROW AND WIFE TO THE STATE OF CALIFORNIA DATED NOVEMBER 30, 1972 AND RECORDED JANUARY 23, 1973 IN BOOK 2650 OF OFFICIAL RECORDS AT PAGE 621, MARIN COUNTY RECORDS; SAID MOST NORTHERLY CORNER BEING A POINT IN THE WESTERLY BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED AS PARCEL TWO IN THE DEED FROM JULIA C. BODKIN TO STATE OF CALIFORNIA DATED JULY 21, 1952 AND RECORDED OCTOBER 30, 1952 IN BOOK 772 OF OFFICIAL RECORDS AT PAGE 275, MARIN COUNTY RECORDS; THENCE RUNNING ALONG THE GENERAL NORTHWESTERLY BOUNDARY LINE OF SAID PARCEL OF LAND DESIGNATED PARCEL ONE, SOUTH 86° 34' 00" WEST 30.00 FEET, SOUTH 52° 53' 00" WEST 36.06 FEET, SOUTH 0° 09' 00" WEST 87.63 FEET AND SOUTH 39° 04' 00" WEST 213.07 FEET TO THE MOST WESTERLY CORNER OF SAID PARCEL OF LAND DESCRIBED AS PARCEL ONE; THENCE LEAVING SAID GENERAL NORTHWESTERLY BOUNDARY LINE AND RUNNING ALONG THE WESTERLY BOUNDARY LINE OF SAID PARCEL OF LAND DESCRIBED AS PARCEL ONE AND ALONG THE WESTERLY BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED AS PARCEL TWO IN SAID DEED DATED NOVEMBER 30, 1972, SOUTH 3° 26' 00" EAST 74.01 FEET; THENCE LEAVING SAID LAST MENTIONED WESTERLY BOUNDARY LINE AND RUNNING ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID LAST MENTIONED PARCEL OF LAND DESCRIBED AS PARCEL TWO AND ALONG THE NORTHWESTERLY BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED IN THE TRUSTEE'S DEED FROM SONOMA TITLE GUARANTY COMPANY TO OLIVER KULBERG, RECORDED APRIL 23, 1968 IN BOOK 2206 OF OFFICIAL RECORDS AT PAGE 188, MARIN COUNTY RECORDS; SOUTH 39° 04' 00" WEST 337.79 FEET TO THE MOST WESTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN SAID TRUSTEE'S DEED RECORDED APRIL 23, 1968, SAID MOST WESTERLY CORNER BEING THE MOST NORTHERLY CORNER OF THE PARCEL OF LAND DESCRIBED AS PARCEL FIVE IN THE DECREE SETTLING NINTH AND FINAL ACCOUNT OF TESTAMENTARY TRUSTEE AND OF FINAL DISTRIBUTION DATED JULY 12, 1963 AND RECORDED JULY 17, 1963 IN BOOK 1706 OF OFFICIAL RECORDS AT PAGE 164, MARIN COUNTY RECORDS; THENCE LEAVING SAID LAST MENTIONED NORTHWESTERLY BOUNDARY LINE AND RUNNING ALONG THE WESTERLY BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED IN SAID TRUSTEE'S DEED RECORDED APRIL 23, 1968, SOUTH 11° 33' 00" EAST 229.52 FEET AND SOUTH 7° 28' 40" EAST 55.00 FEET TO THE MOST NORTHERLY CORNER OF THE PARCEL OF LAND DESCRIBED AS PARCEL SIX IN SAID FINAL DECREE DATED JULY 12, 1963;

THENCE LEAVING SAID LAST MENTIONED WESTERLY BOUNDARY LINE AND RUNNING ALONG THE SOUTHWESTERLY BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED IN SAID TRUSTEE'S DEED RECORDED APRIL 23, 1968, SAID SOUTHWESTERLY BOUNDARY LINE BEING THE NORTHEASTERLY BOUNDARY LINE OF SAID PARCEL OF LAND DESIGNATED AS PARCEL SIX, SOUTH 43° 18' 20" EAST 392.07 FEET TO THE MOST WESTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM THE STATE OF CALIFORNIA TO ALYCE PASHBURG AND OTHER DATED DECEMBER 21, 1970 AND RECORDED JANUARY 04, 1971 IN BOOK 2427 OF OFFICIAL RECORDS AT PAGE 495, MARIN COUNTY RECORDS; THENCE LEAVING SAID SOUTHWESTERLY BOUNDARY LINE AND RUNNING ALONG THE NORTHERLY BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED IN SAID DEED DATED DECEMBER 21, 1970, NORTH 86° 34' 00" EAST 21.20 FEET TO THE MOST EASTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN SAID DEED DATED DECEMBER 21, 1970; THENCE LEAVING SAID NORTHERLY BOUNDARY LINE AND RUNNING ALONG THE EASTERLY BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED IN SAID DEED DATED DECEMBER 21, 1970 AND ALONG THE WESTERLY BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM ALYCE PASHBURG AND OTHERS TO STATE OF CALIFORNIA RECORDED AUGUST 06, 1970 IN BOOK 2393 OF OFFICIAL RECORDS AT PAGE 92, MARIN COUNTY RECORDS; SOUTH 2° 35' 16" WEST 85.15 FEET; THENCE LEAVING SAID LAST MENTIONED WESTERLY BOUNDARY LINE, NORTH 61° 04' 38" WEST 1133.63 FEET TO A SET STANDARD PACIFIC GAS AND ELECTRIC COMPANY BRONZE MONUMENT; THENCE NORTH 42° 04' 30" EAST 370.99 FEET TO A SET 5/8 INCH REINFORCING ROD WITH ALUMINUM CAP MARKED L.S. 3322; THENCE NORTH 17° 20' 50" EAST 259.43 FEET TO A POINT IN THE GENERAL SOUTHERLY BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM ALYCE PASHBURG AND OTHERS TO MCGRAW-HILL, INC. DATED MAY 08, 1964 AND RECORDED MAY 09, 1964 IN BOOK 1813 OF OFFICIAL RECORDS AT PAGE 17, MARIN COUNTY RECORDS; THENCE RUNNING ALONG SAID GENERAL SOUTHERLY BOUNDARY LINE, NORTH 69° 06' 00" EAST 727.12 FEET AND NORTH 39° 04' 00" EAST 66.71 FEET TO A POINT IN THE WESTERLY BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED AS PARCEL TWO IN SAID DEED DATED JULY 21, 1952; THENCE LEAVING SAID GENERAL SOUTHERLY BOUNDARY LINE AND RUNNING ALONG SAID LAST MENTIONED WESTERLY BOUNDARY LINE, SOUTH 3° 26' 00" EAST 121.40 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED IN THE DEED FROM PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION TO THE STATE OF CALIFORNIA, RECORDED SEPTEMBER 27, 1974 IN BOOK 2834 OF OFFICIAL RECORDS AT PAGE 302, MARIN COUNTY RECORDS.

PARCEL TWO:

A PORTION OF "PARCEL ONE" AND "PARCEL TWO", AS SAID PARCELS ARE DESCRIBED IN STATE DEED NO. 37872 TO THE STATE OF CALIFORNIA, RECORDED

JANUARY 23, 1973 IN BOOK 2650 OF OFFICIAL RECORDS AT PAGE 621, MARIN COUNTY RECORDS, SAID PORTION BEING DESCRIBED AS WHOLE AS FOLLOWS:

BEGINNING AT THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS NORTH 02° 06' 56" WEST, 285.66 FEET" IN STATE DEED NO. 28422 TO THE STATE OF CALIFORNIA, RECORDED OCTOBER 21, 1969 IN BOOK 2334 OF OFFICIAL RECORDS AT PAGE 297, MANN COUNTY RECORDS; THENCE ALONG THE NORTHERLY PROLONGATION OF SAID COURSE NORTH 2° 06' 56" WEST 310.34 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL ONE; THENCE ALONG LAST SAID LINE, THE WESTERLY LINE OF LAST SAID PARCEL THE GENERAL NORTHWESTERLY LINE AND THE SOUTHERLY LINE OF SAID PARCEL TWO, SOUTH 40° 22' 46" WEST 189.30 FEET, SOUTH 2° 07' 14" EAST 74.01 FEET, SOUTH 40° 22' 46" WEST 131.25 FEET AND NORTH 87° 52' 46" EAST 216.54 FEET TO THE POINT OF BEGINNING.

APN: 125-180-49

The foregoing legal description of the Land may be subject to errors and omissions. The legal description of the Land shall be confirmed by the title insurer, and Donee should make its own independent investigation to verify the accuracy of the legal description.

Exhibit B

Grant Deed

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Location: City/County _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

- ☐ This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- ☐ Computed on Full Value of Property Conveyed, or
- ☐ Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
- ☐ Exempt from the fee per GC 27388.1 (a) (2). This document is subject to Documentary Transfer Tax

Signature of declarant or agent determining tax _____

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD# 2403-06-1267

DEED

2015281 (01-13-07) 01 16 6
 Former Novato Service Center

GRANT DEED

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("**Grantor**"), hereby grants, to HABITAT FOR HUMANITY OF GREATER SAN FRANCISCO, INC., a California nonprofit public benefit corporation ("**Grantee**"), as of _____, 20____, (the "**Effective Date**") the real property, situated in the City of Novato, County of Marin, State of California, described as follows (the "**Property**");

(APN 125-180-49)

PARCEL ONE

The parcel of land conveyed by Francis Edward Allison, Sr., as executor of the will of Evelyn Marie Allison, to Grantor by deed dated June 26, 1973 and recorded in Book 2704 of Official Records at page 599, Marin County Records, and therein described as follows:

"Beginning at the most northerly corner of the parcel of land described and designated PARCEL ONE in the deed from Robert D. Carrow and wife to State of California dated November 30, 1972 and recorded in Book 2650 of Official Records at page 621, Marin County Records, said most northerly corner being a point in the westerly boundary line of the parcel of land described and designated PARCEL TWO in the deed from Julia C. Bodkin to State of California dated July 21, 1952 and recorded in Book 772 of Official Records at page 275, Marin County Records; thence running along the general northwesterly boundary line of said parcel of land designated PARCEL ONE

- 1 -

MAIL TAX STATEMENTS TO:

Name _____

Address _____

Zip _____

- (1) south 86° 34' 00" west 30.00 feet,
- (2) south 52° 53' 00" west 36.06 feet,
- (3) south 0° 09' 00" west 87.63 feet and
- (4) south 39° 04' 00" west 213.07 feet

to the most westerly corner of said parcel of land designated PARCEL ONE; thence leaving said general northwesterly boundary line and running along the westerly boundary line of said parcel of land designated PARCEL ONE and along the westerly boundary line of the parcel of land described and designated PARCEL TWO in said deed dated November 30, 1972

- (5) south 3° 26' 00" east 74.01 feet;

thence leaving said last mentioned westerly boundary line and running along the northwesterly boundary line of said last mentioned parcel of land designated PARCEL TWO and along the northwesterly boundary line of the parcel of land described in the trustee's deed from Sonoma Title Guaranty Company to Oliver Kullberg recorded April 23, 1968 in Book 2206 of Official Records at page 188, Marin County Records;

- (6) south 39° 04' 00" west 337.79 feet

to the most westerly corner of the parcel of land described in said trustee's deed recorded April 23, 1968, said most westerly corner being the most northerly corner of the parcel of land described and designated PARCEL FIVE in the Decree Settling Ninth and Final Account of Testamentary Trustee and of Final Distribution dated July 12, 1963 and recorded in Book 1706 of Official Records at page 164, Marin County Records; thence leaving said last mentioned northwesterly boundary line and running along the westerly boundary line of the parcel of land described in said trustee's deed recorded April 23, 1968

- (7) south 11° 33' 00" east 229.52 feet and
- (8) south 7° 28' 40" east 55.00 feet

to the most northerly corner of the parcel of land described and designated PARCEL SIX in said final decree dated July 12, 1963; thence leaving said last mentioned westerly boundary line and running along the southwesterly boundary line of the parcel of land described in said trustee's deed recorded April 23, 1968, said southwesterly boundary line being the northeasterly boundary line of said parcel of land designated PARCEL SIX

- (9) south 43° 18' 20" east 392.07 feet

to the most westerly corner of the parcel of land described in the deed from State of California to Alyce Pashburg and others dated December 21, 1970 and recorded in Book 2427 of Official Records at page 495, Marin County Records; thence leaving said southwesterly boundary line and running along the northerly boundary line of the parcel of land described in said deed dated December 21, 1970

- (10) north 86° 34' 00" east 21.20 feet

to the most easterly corner of the parcel of land described in said deed dated December 21, 1970; thence leaving said northerly boundary line and running along the easterly boundary line of the parcel of land described in said deed dated December 21, 1970 and along the westerly boundary line of the parcel of land described in the deed from Alyce Pashburg and others to State of California recorded August 6, 1970 in Book 2393 of Official Records at page 92, Marin County Records

(11) south 2° 35' 16" west 85.15 feet;
thence leaving said last mentioned westerly boundary line
(12) north 61° 04' 38" west 1133.63 feet
to a set standard Pacific Gas and Electric Company bronze monument; thence
(13) north 42° 04' 30" east 370.99 feet
to a set 5/8 inch reinforcing rod with aluminum cap marked L.S. 3322; thence
(14) north 17° 20' 50" east 259.43 feet
to a point in the general southerly boundary line of the parcel of land described in
the deed from Alyce Pashburg and others to McGraw-Hill, Inc., dated May 8, 1964
and recorded in Book 1813 of Official Records at page 17, Marin County Records;
thence running along said general southerly boundary line
(15) north 69° 06' 00" east 727.12 feet and
(16) north 39° 04' 00" east 66.71 feet
to a point in the westerly boundary line of the parcel of land described and
designated PARCEL TWO in said deed dated July 21, 1952; thence leaving said
general southerly boundary line and running along said last mentioned westerly
boundary line
(17) south 3° 26' 00" east 121.40 feet, more or less,
to the point of beginning; containing 12.975 acres, more or less, and being a portion
of Rancho Olompali."

EXCEPTING THEREFROM the parcel of land conveyed by Grantor to the
State of California by deed dated July 10, 1974 and recorded in Book 2834 of
Official Records at page 302, Marin County Records, and therein described and
designated PARCEL 1.

PARCEL TWO

The parcel of land conveyed by the State of California to Grantor by deed
dated September 26, 1973 and recorded in Book 2764 of Official Records at page
165, Marin County Records, and therein described as follows:

"A portion of "PARCEL ONE" and of "PARCEL TWO", as said parcels
are described in State Deed No. 37872 to the State of California, recorded January
23, 1973, in Volume 2650, at Page 621, Official Records of Marin County, said
portion being described as a whole as follows:

COMMENCING at the northerly terminus of that certain course described
as "N. 2° 06' 56" W., 285.66 feet" in State Deed No. 28422 to the State of
California, recorded October 21, 1969, in Volume 2334, at Page 297, Official
Records of Marin County; thence along the northerly prolongation of said course
N. 2° 06' 56" W., 310.34 feet to the northwesterly line of said PARCEL ONE;
thence along last said line, the westerly line of last said parcel and the general
northwesterly line and the southerly line of said PARCEL TWO, S. 40° 22' 46"
W., 189.30 feet, S. 2° 07' 14" E., 74.01 feet, S. 40° 22' 46" W., 131.25 feet and N.
87° 52' 46" E., 216.54 feet to the point of commencement.

Containing 35,052 square feet, more or less."

Reserving to Grantor easements for its existing transmission and distribution electric and communication facilities, including the right to reconstruct, replace (of the initial or any other size), remove, maintain, inspect, and use the existing electric and communication facilities; together with the right to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use additional facilities for the transmission and distribution of electric energy and for communication purposes, consisting of one or more lines of underground wires and cables, conduits, manholes, service boxes, transformers with associated concrete pads, and one or more lines of poles, towers, and/or other structures, wires and cables, including both underground and overhead ground wires, and all necessary and proper foundations, footings, crossarms, appliances, fixtures, and appurtenances for use in connection with said poles, towers and/or other structures, underground wires and cables (hereinafter referred to collectively as "the **Electric Facilities**"); together with a right of way, within the easement area described as follows:

The parcels of land described and designated Parcel 4 and Parcel 5 in EXHIBIT "A" and shown on EXHIBIT "E" and EXHIBIT "F", all of which are attached hereto and made a part hereof (the "**Electric Easement Area**").

Further reserving to Grantor easements for its existing pipe lines, valves, and appurtenant facilities for conveying gas, including the right to reconstruct, replace (of the initial or any other size), remove, maintain, inspect, and use the existing gas facilities; together with the right to excavate for, construct, reconstruct, replace (of the initial or any other size), remove, maintain, inspect, and use such additional pipe lines, valves, and appurtenances for conveying gas, and other appliances, fittings, and devices for controlling electrolysis for use in connection with the existing and additional pipe lines, and such underground wires, cables, conduits, and appurtenances for communication purposes (hereinafter referred to collectively as the "**Gas Facilities**"), and the right to construct and maintain adequate protection therefor, together with a right of way, within the easement area described as follows:

The parcels of land described and designated Parcel 1, Parcel 2, and Parcel 3 in EXHIBIT "A" and shown on EXHIBIT "B", EXHIBIT "C", and EXHIBIT "D" all of which are attached hereto and made a part hereof (the "**Gas Easement Area**").

The Electric Facilities and the Gas Facilities used together hereinafter are referred to as the ("**Facilities**"), and the Electric Easement Area and the Gas Easement Area used together hereinafter are referred to as the ("**Easement Areas**").

Further reserving to Grantor the right:

(a) of ingress to and egress from the Easement Areas over and across the Property by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantee and to use said roads, lanes, or routes to provide access to any of Grantor's easements and facilities located on lands adjacent to the Property; provided that such right of ingress, egress and access shall not extend to any portion of the Property which is isolated from the Easement Areas by any public road or highway now crossing or hereafter crossing the Property;

(b) to use such portion of the Property contiguous to the Easement Areas as may be reasonably necessary in connection with the construction, reconstruction, installation, inspection, maintenance, repair, replacement and removal of the Facilities;

(c) from time to time, to trim or to cut down, without Grantor paying compensation, any and all trees, roots, brush, vines, and to remove any associated supporting structures now or hereafter within the Easement Areas, and the further right, from time to time, to trim and cut down trees and brush along each side of the Easement Areas which now or hereafter in the opinion of Grantor may interfere with or be a hazard to any of the Facilities, or as Grantor deems necessary to comply with applicable state or federal regulations;

(d) from time to time to enlarge, improve, reconstruct, relocate, and replace the Electric Facilities with any other number or type of Electric Facilities either in the original location or at any alternate location or locations within the Electric Easement Area;

(e) to install, maintain, and use gates in all fences which now cross or shall hereafter cross the Easement Areas; and

(f) to mark the location of the Easement Areas by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantee shall make of the Easement Areas.

Grantee shall have the right to use the Easement Areas for purposes which will not interfere with Grantor's full enjoyment of the rights hereby reserved; provided that:

(a) Grantee shall not place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within the Easement Areas, or diminish or substantially add to the ground level in the Easement Areas, or construct any fences that will interfere with the maintenance and operation of the Facilities.

(b) Grantee shall not plant any trees, brush, vines, and other vegetation within the Gas Easement Area. Grantor may plant and maintain ground covers, grasses, flowers, crops, and low-growing plants that grow unsupported to a maximum of four (4) feet in height at maturity within the Easement Areas.

(c) Grantee shall not deposit, or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, within the Easement Areas, which now or hereafter in the opinion of Grantor may interfere with or be a hazard to the Facilities.

The conveyance by Grantor to Grantee pursuant to this Grant Deed is subject to:

(a) a lien securing payment of non-delinquent real estate taxes and assessments that are not due and payable as of the Effective Date; and

(b) Any exceptions to title disclosed by public records.

The Property hereby conveyed is no longer necessary or useful to Grantor in the performance by it of its duties to the public with the exception of the aforementioned reservations.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the Property.

Dated _____, 20____.

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By _____
Andrew K. Williams
Vice President
Land & Environmental Management

Attach to LD 2403-06-1267
Area 7, North Bay Division
Land Service Office: San Francisco
Operating Department: Electric Distribution/Transmission & Gas Transmission
(T3N, R6W, MDM)
(Sec. 6, SE4ofNW4, NE4ofSW4)
FERC License Number(s): N/A
PG&E Drawing Number(s): L-9479, L-9480, L-9481, L-9482, L-9483
PLAT NO.: Elec.: PP31; Gas: 2862-C01
LD of any affected documents: 2403-06-0648, 2403-06-0657
LD of any Cross-referenced documents: 2403-06-0654
TYPE OF INTEREST: 2, 3, 4, 5, 6, 11E, 42, 43, 52
SBE Parcel Number: 135-21-027A-1
(For Quitclaims, % being quitclaimed): N/A
Order # or PM # (with Operations #, if applicable): 70036820
JCN: 01-13-079
County: Marin
Utility Notice Numbers: N/A
851 Approval Application No.: N/A
Prepared By: M5CF
Checked By: KCG6
Revised By: DQT1 (3/27/17)
Revised By: DQT1 (10/4/17)
Revised By: DQT1 (10/9/17)
Revised By: DQT1 (10/17/17)
Revised By: JADA (3/5/20)
Approved By: ERSe (3/27/17)

EXHIBIT "A"

LANDS:
APN: 155-180-049

Real property situate in the County of Marin, State of California, being a portion of that certain parcel of land as described in the deed from Francis Edward Allison, Sr., to Pacific Gas and Electric Company, dated June 26, 1973 and recorded July 12, 1973 in Book 2704 of Official Records Page 599 in the Office of the County Recorder of Marin County, described as follows:

PARCEL 1

A strip of land of the varying widths extending from the southerly boundary line of said deed (2704 O.R. 599) in a general northeasterly direction to the southerly boundary line as described in the deed from Alyce Pashburg and others to McGraw-Hill, Inc., dated May 8, 1964 and recorded in Book 1813 of Official Records, Page 17 in the Office of the County Recorder of said Marin County and being the initial uniform width of 70 feet and lying 35 feet on each side of the first course of the line described as follows:

Commencing at the most westerly corner of that certain 12.975 acre parcel of land shown and so designated on that map entitled "RECORD OF SURVEY, OF A PARCEL, OF LAND IN THE RANCHO OLOMPALI AND BEING A PORTION OF O.R. 1706 P. 164 AND O.R. 2202 P. 327" dated June 1973 and recorded June 27, 1973 in Book 11, Records of Survey, Page 85 in the Office of the County Recorder of said county, said point being the northerly terminus of that certain course (12) described as "north 61° 04' 38" west 1133.63 feet" in said deed (2704 O.R. 599), said point also being on the southerly boundary line of said parcel described in said deed (2704 O.R. 599), and running thence along said southerly boundary line

- (a) south 59° 45' 39" east 403.00 feet
to the TRUE POINT OF BEGINNING; thence leaving said southerly boundary line
- (1) north 24° 30' 30" east 522.33 feet
to a point herein for convenience called Point "A"; thence continuing
- (2) north 24° 30' 30" east 11.00 feet; thence changing from the uniform width of 80 feet to the uniform width of 50 feet lying 25 feet on each side of the following line which bears North 05° 31' 00" East 20.00 feet to a point herein for convenience called Point "B"; thence continuing along said course with the uniform width of 30 feet lying 15 feet on each side,
- (3) north 05° 31' 00" east 307.96 feet
to point on the southerly boundary line as described in the deed from Alyce Pashburg and others to McGraw-Hill, Inc., dated May 8, 1964 and recorded in Book 1813 of Official Records, Page 17 in the Office of the County Recorder of said Marin County, said point being 279 feet more or less along said southerly boundary line distant from the

ID 2403-06-1267

2015281 (01-13-079) 01 16 5

Former Novato Service Center

northwesterly corner of said parcel (2704 O.R. 599) and as shown on said "RECORD OF SURVEY" dated June 1973.

The sidelines of said strip to be shortened or lengthened so as to terminate at said southerly boundary line of said lands.

Containing 53,731 square feet, more or less.

And as shown on Exhibit "B" attached hereto and made part hereof.

PARCEL 2

A strip of land being the uniform width of 50 feet and lying 25 feet on each side of a centerline, more particularly described as follows:

Commencing at said Point "A", as said point is described and so designated in Parcel 1 described above, and running thence

(1) north 19° 58' 38" west 304.90 feet

to a point on the southerly boundary line as described in said deed (1813 O.R. 17), said point being 130 feet more or less along said southerly boundary line distant from the northwesterly corner of said parcel (2704 O.R. 599) and as shown on said "RECORD OF SURVEY" dated June 1973.

Except that portion lying within herein before described PARCEL 1.

The sidelines of said strip to be shortened or lengthened so as to terminate at said southerly boundary line of said lands.

Containing 12,522 square feet, more or less.

And as shown on Exhibit "C" attached hereto and made part hereof.

PARCEL 3

A strip of land being the uniform width of 20 feet and lying 10 feet on each side of a centerline, more particularly described as follows:

Commencing at said Point "B", as said point is described and so designated in Parcel 1 described above, and running thence

(1) south 21° 47' 00" east 231.38 feet

to a point on the northwesterly boundary line of the parcel of land as described in the trustee's deed from Sonoma Title Guaranty Company to Oliver Kullburg recorded April 23, 1968 in Book 2206 of Official Records, Page 188 in the Office of the County Recorder of said Marin County, said point being 3 feet more or less along said northwesterly boundary line distant from the most westerly corner of said parcel (2206 O.R. 188) and as shown on said "RECORD OF SURVEY" dated June 1973.

Except that portion lying within herein before described PARCEL 1.

The sidelines of said strip to be shortened or lengthened so as to terminate at said northwesterly boundary line of said lands.

Containing 3,597 square feet, more or less.

And as shown on Exhibit "D" attached hereto and made part hereof.

PARCEL 4

A strip of land being the uniform width of 5 feet and lying 2.5 feet on each side of a centerline, more particularly described as follows:

Commencing at the southerly terminus of that certain course (8) described as "south 7° 28' 40" east 55.00 feet" in said deed (2704 O.R. 599), said point also being on the westerly boundary line of said parcel described in said deed (2206 O.R. 188), and running thence along said westerly boundary line

(a) north 06° 09' 41" west 42.00 feet

to the TRUE POINT OF BEGINNING; thence leaving said westerly boundary line

(1) south 83° 50' 19" west 5.00 feet

to a point within said lands.

Containing 25.00 square feet.

And as shown on Exhibit "E" attached hereto and made part hereof.

PARCEL 5

A strip of land being the uniform width of 30 feet and lying 15 feet on each side of a centerline, more particularly described as follows:

Commencing at the northerly terminus of that certain course (9) described as "south 43° 18' 20" east 392.07 feet" in said deed (2704 O.R. 599), said point also being on the southwesterly boundary line of said parcel described in said deed (2206 O.R. 188), and running thence along said southwesterly boundary line

(a) south 41° 59' 05" east 62.00 feet

to the TRUE POINT OF BEGINNING; thence leaving said southwesterly boundary line

(1) south 19° 49' 58" east 93.95 feet; thence

(2) north 85° 33' 07" east 44.67 feet

to a point on said southwesterly boundary line of said parcel described in said deed (2206 O.R. 188), said point also being 205.85 feet along said southwesterly boundary line distant from the most westerly corner of the parcel of land as described in the deed from the State

LD 2403-06-1267

2015281 (01-13-079) 01 16 5

Former Novato Service Center

of California to Alyce Pashburg dated December 21, 1970 and recorded in Book 2427 of
Official Records, Page 495 in the Office of the County Recorder of Marin County

The sidelines of said strip to be shortened or lengthened so as to terminate at said
northwesterly boundary line of said deed (2704 O.R. 599).

Containing 4,158 square feet, more or less.

And as shown on Exhibit "F" attached hereto and made part hereof.



Robert Sullivan
L.S. No. 8558

(T.03N, R.06W, NW 1/4 SEC. 06, MORRIS)
(RANCHO OLMOPALI)

SURVEYOR'S NOTES:

1. 15' EASEMENT FOR DRAINAGE PURPOSES IN FAVOR OF THE STATE OF CALIFORNIA PER (PARCEL 2) BK. 2834 OR PG. 302 MCR
2. 16' EASEMENT FOR THE PURPOSES DRAINAGE & EGRESS IN FAVOR OF THE STATE OF CALIFORNIA PER (PARCEL 3) BK. 2834 OR PG. 302 MCR



NOVATO REDWOOD PROPERTIES, INC.
APN: 125-180-045
DOC. No. 2004-0013615
DATED: FEBRUARY 20, 2004 MCR
RECORD OF SURVEY
BK. 28 OR PG. 63, MCR
ALYCE PASHBURG ET. AL. TO
MC GRAW-HILL, INC.
(247 E.D.) MAY 8, 1968
BK. 1813 OR PG. 17 MCR

FD 3" BRONZE CAP IN
CONCRETE AND MARKED
"PAC GAS & ELECT. CO.
PROP. COR." L.S. 3322 (R1)

SEE SURVEYORS
NOTE 1

SEE SURVEYORS
NOTE 2

SEE DETAIL

FD 5/8" REBAR &
P.G.B.E. ALUMINUM CAP
TAGGED: PGS L.S. 3322

RECORD OF SURVEY
BK. 11 OR PG. 85, MCR

APN: 125-180-049
DOC. No. 26782
BK. 2704 O.S. PG. 299 MCR
32.77 ACRES
556,000.61 SQ. FT.

POINT OF
COMMENCEMENT
FD 3" BRONZE CAP IN
CONCRETE AND MARKED
"PAC GAS & ELECT. CO. PROP.
COR." L.S. 3322 (R1)

SAN MARIN COMMERCIAL PARK
APN: 125-180-010
LOT 2
PARCEL MAP
BK. 1599 P.M. PG. 80, MCR

TRUE POINT
OF BEGINNING
PARCEL 1

PARCEL MAP
BK. 21 P.M. PG. 45, MCR

FD 3" BRONZE CAP IN
CONCRETE AND MARKED
"PAC GAS & ELECT. CO. PROP.
COR." L.S. 3322 (R1)

NOVATO HOTEL, LLC
APN: 125-180-060
DOC. No. 2013-0643311
DATED: MAY 29, 2013 MCR

SONOMA TITLE CO. TO
OLIVER KULBERG
REC. APRIL 23, 1968
BK. 2206 OR PG. 188 MCR

FD 3" BRONZE CAP IN
CONCRETE AND MARKED
"PAC GAS & ELECT. CO.
PROP. COR." L.S. 3322 (R1)

30" O/H ELEC. CASE
IN FAVOR OF P.G.B.E.

FD 3" BRONZE CAP IN
CONCRETE AND MARKED
"PAC GAS & ELECT. CO.
PROP. COR." L.S. 3322 (R1)

FD 3" BRONZE CAP IN
CONCRETE AND MARKED
"PAC GAS & ELECT. CO.
PROP. COR." L.S. 3322 (R1)

FD 3" BRONZE CAP IN
CONCRETE AND MARKED
"PAC GAS & ELECT. CO.
PROP. COR." L.S. 3322 (R1)

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CONCRETE AND MARKED
"PAC GAS & ELECT. CO.
PROP. COR." L.S. 3322 (R1)

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PROP. COR." L.S. 3322 (R1)

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PROP. COR." L.S. 3322 (R1)

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CONCRETE AND MARKED
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CONCRETE AND MARKED
"PAC GAS & ELECT. CO.
PROP. COR." L.S. 3322 (R1)

FD 3" BRONZE CAP IN
CONCRETE AND MARKED
"PAC GAS & ELECT. CO.
PROP. COR." L.S. 3322 (R1)

FD 3" BRONZE CAP IN
CONCRETE AND MARKED
"PAC GAS & ELECT. CO.
PROP. COR." L.S. 3322 (R1)

FD 3" BRONZE CAP IN
CONCRETE AND MARKED
"PAC GAS & ELECT. CO.
PROP. COR." L.S. 3322 (R1)

FD 3" BRONZE CAP IN
CONCRETE AND MARKED
"PAC GAS & ELECT. CO.
PROP. COR." L.S. 3322 (R1)

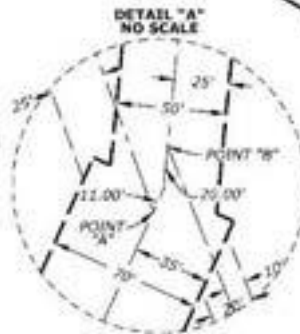
FD 3" BRONZE CAP IN
CONCRETE AND MARKED
"PAC GAS & ELECT. CO.
PROP. COR." L.S. 3322 (R1)

FD 3" BRONZE CAP IN
CONCRETE AND MARKED
"PAC GAS & ELECT. CO.
PROP. COR." L.S. 3322 (R1)

FD 3" BRONZE CAP IN
CONCRETE AND MARKED
"PAC GAS & ELECT. CO.
PROP. COR." L.S. 3322 (R1)

LEGEND:

- SUBJECT PARCEL LINE
- PARCEL LINE
- RIGHT OF WAY
- EASEMENT CENTERLINE
- EASEMENT LIMITS
- RANCHO BOUNDARY (R1)
- MONUMENT FOUND
AS NOTED
- P.G.B.E. BRASS DISC
FOUND AS NOTED
- R1 R.O.S. BK. 11 MAPS PG. 85 MCR
- R2 DOC. No. 4637 2674 OR 165 MCR
- R3 BK. 2834 DEEDS 302 MCR
- MCR MARIN COUNTY RECORDS
- O/H ELEC. OVERHEAD ELECTRIC
- EASE EASEMENT
- P.O.C. POINT OF COMMENCEMENT
- T.P.O.B. TRUE POINT OF BEGINNING



PARCEL 1 AREA = 53,731 SQ. FT. ±

AUTHORIZATION 70036820	EXHIBIT "B" EASEMENT LOCATION - PARCEL 1 FORMER NOVATO SERVICE CENTER 8161 REDWOOD BOULEVARD NOVATO CA, 94105 APN 125-180-49 LD 2403-06-1267 PACIFIC GAS AND ELECTRIC COMPANY San Francisco California	XCN 01-13-079
BY W.D. CRUME		AREA 1
DR. C. GOODWIN		COUNTY MARIN
CH R. SULLIVAN		SCALE 1" = 200'
O.K. R. SULLIVAN DATE 08/05/2019		SHEET NO. 1 OF 5 DRAWING NUMBER L-9470 CHANGE 3



(T.03N, R.06W, NW 1/4 SEC. 06, M088M)
(RANCHO OLMPIALI)

SURVEYOR'S NOTES:

1. 15' EASEMENT FOR DRAINAGE PURPOSES IN FAVOR OF THE STATE OF CALIFORNIA PER (PARCEL 2) BK. 2834 OR PG. 302 MCR
2. 15' EASEMENT FOR THE PURPOSES INCLOSURE & EGRESS IN FAVOR OF THE STATE OF CALIFORNIA PER (PARCEL 3) BK. 2834 OR PG. 302 MCR



NOVATO REDWOOD PROPERTIES, INC.
APN: 125-180-045
DOC. No. 2004-0013619
DATED: FEBRUARY 20, 2004 MCR
RECORD OF SURVEY
BK. 28 OR PG. 67, MCR
ALYCE PASCHURG ET. AL. TO
PG. GRAW-HILL, INC.
DATED: MAY 8, 1994
BK. 1813 OR 17 MCR

FO 3" BRONZE CAP IN
CONCRETE AND MARKED
"PAC GAS & ELECT. CO.
PROP. COR." L.S. 3322 (R1)

SEE SURVEYOR'S
NOTE 1

SEE SURVEYOR'S
NOTE 2

PARCEL 2

SEE DETAIL

FO 5/8" REBAR &
P.G. & E. ALUMINUM CAP
TAGGED: PGE L.S. 3322

RECORD OF SURVEY
BK. 11 O.R. PG. 85, MCR
APN: 125-180-049
DOC. No. 26782
BK. 2704 O.R. PG. 599 MCR
12.77 ACRES
556,000.61 SQ. FT.

FO 3" BRONZE CAP IN
CONCRETE AND MARKED
"PAC GAS & ELECT. CO. PROP.
COR." L.S. 3322 (R1)

SAN MARIN COMMERCE PARK
APN: 125-180-010

LOT 2
PARCEL MAP
BK. 1999 P.M. PG. 60, MCR

LEGEND:

- SUBJECT PARCEL LINE
- PARCEL LINE
- - - RIGHT OF WAY
- - - EASEMENT CENTERLINE
- - - EASEMENT LIMITS
- - - RANCHO BOUNDARY (R1)
- MONUMENT FOUND AS NOTED
- P.G. & E. BRASS DISC FOUND AS NOTED
- R1 R.O.S. BK. 11 MAPS PG. 85 MCR
- R2 DOC. No. 4637 2674 OR 165 MCR
- R3 BK. 2834 DEEDS 302 MCR
- MCR MARIN COUNTY RECORDS
- O/H ELE. OVERHEAD ELECTRIC EASEMENT
- P.O.C. POINT OF COMMENCEMENT
- T.P.O.B. TRUE POINT OF BEGINNING

**DETAIL "A"
NO SCALE**



PARCEL 2 AREA = 12,522 SQ. FT. ±

AUTHORIZATION
70036820
BY W.D. CRUME
DR. C. GOODWIN
CH R. SULLIVAN
O.K. R. SULLIVAN
DATE 08/05/2019

EXHIBIT "C"
EASEMENT LOCATION - PARCEL 2
FORMER NOVATO SERVICE CENTER
8161 REDWOOD BOULEVARD
NOVATO CA, 94105
APN 125-180-49
LD 2403-06-1267
PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California



XCN 01-13-079
AREA 1
COUNTY MARIN
SCALE 1" = 200'
SHEET NO. 2 OF 5
DRAWING NUMBER L-9488
CHANGE 3

(T.03N, R.05W, NW 1/4 SEC. 06, M098M)
(RANCHO OLMOPALI)

SURVEYOR'S NOTES:

1. 15' EASEMENT FOR DRAINAGE PURPOSES IN FAVOR OF THE STATE OF CALIFORNIA PER (PARCEL 2) BK. 2834 OR PG. 302 MCR
2. 10' EASEMENT FOR THE PURPOSES OF DRAINAGE & EGRESS IN FAVOR OF THE STATE OF CALIFORNIA PER (PARCEL 3) BK. 2834 OR PG. 302 MCR



NOVATO REDWOOD PROPERTIES, INC.
APN: 125-180-045
DOC. No. 2004-0012619
DATED: FEBRUARY 20, 2004 MCR
RECORD OF SURVEY
BK. 28 OR PG. 63, MCR
ALYCE PASHBURG ET. AL. TO
MC GRAW-HILL, INC.
DATED: MAY 8, 1964
BK. 1813 OR PG. 17 MCR

FO 3" BRONZE CAP IN
CONCRETE AND MARKED
"PAC GAS & ELECT. CO. PROP.
COR." L.S. 3322 (R1)

SEE SURVEYOR'S
NOTE 1

SEE SURVEYOR'S
NOTE 2

SEE DETAIL
"A"

RECORD OF SURVEY
BK. 11 O.R. PG. 85, MCR

APN: 125-180-049
DOC. No. 26782
BK. 2704 O.R. PG. 599 MCR
12.77 ACRES
556,000.61 SQ. FT.

FO 3" BRONZE CAP IN
CONCRETE AND MARKED
"PAC GAS & ELECT. CO. PROP.
COR." L.S. 3322 (R1)

SAN MARTIN COMMERCE PARK
APN: 125-180-010

LOT 2
PARCEL MAP
BK. 1999 P.M. PG. 80, MCR

LEGEND:

- SUBJECT PARCEL LINE
- - - PARCEL LINE
- - - RIGHT OF WAY
- - - EASEMENT CENTERLINE
- - - EASEMENT LIMITS
- - - RANCHO BOUNDARY (R1)
- MONUMENT FOUND AS NOTED
- P.G.&E. BRASS DISC FOUND AS NOTED
- R1 R.O.S. BK. 11 MAPS PG. 85 MCR
- R2 DOC. No. 4637 2674 OR 165 MCR
- R3 BK. 2834 DEEDS 302 MCR
- MCR MARSH COUNTY RECORDS
- O/H ELE. OVERHEAD ELECTRIC
- EASE. EASEMENT
- P.O.C. POINT OF COMMENCEMENT
- T.P.O.B. TRUE POINT OF BEGINNING



**DETAIL "A"
NO SCALE**



REDWOOD BOULEVARD
STATE HIGHWAY 101

**DETAIL "B"
NO SCALE**



PARCEL 3 AREA = 3,597 SQ. FT. ±

AUTHORIZATION
70036820
BY W.D. CRUME
DR. C. GOODWIN
CH R. SULLIVAN
O.K. R. SULLIVAN
DATE 08/05/2019

EXHIBIT "D"
EASEMENT LOCATION - PARCEL 3
FORMER NOVATO SERVICE CENTER
8161 REDWOOD BOULEVARD
NOVATO CA, 94105
APN 125-180-49
LD 2403-06-1267
PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California



XCN 01-13-079
AREA 1
COUNTY MARIN
SCALE 1" = 200'
SHEET NO. 3 OF 5
DRAWING NUMBER L-9481
CHANGE 2

(T.03N, R.05W, NW 1/4 SEC. 06, M098M)
(RANCHO OLMOPALI)

SURVEYOR'S NOTES:

1. 15' EASEMENT FOR DRAINAGE PURPOSES IN FAVOR OF THE STATE OF CALIFORNIA PER (PARCEL 2) BK. 2834 OR PG. 302 MCR
2. 10' EASEMENT FOR THE PURPOSES THEREIN & CORRESPONDING IN FAVOR OF THE STATE OF CALIFORNIA PER (PARCEL 3) BK. 2834 OR PG. 302 MCR



NOVATO REDWOOD PROPERTIES, INC.
APN: 125-180-045
DOC. No. 2004-2013619
DATED: FEBRUARY 20, 2004 MCR
RECORD OF SURVEY
BK. 28 OR PG. 83, MCR
ALYCE RASHBURN ET. AL. TO
Mc GRAW-HILL, INC.
DATED: MAY 8, 1964
BK. 1813 OR 17 MCR

FO 3" BRONZE CAP IN
CONCRETE AND MARKED
"PAC GAS & ELECT. CO.
PROP. COR." L.S. 3322 (R1)

SEE SURVEYOR'S
NOTE 1

SEE SURVEYOR'S
NOTE 2

FO 5/8" REBAR &
P.G. & E. ALUMINUM CAP
TAGGED: P.G. & E. S.F.

FO 3/4" IRON PIPE
BENT S. WESTERLY
NO TAG.

FO 5/8" REBAR &
P.G. & E. ALUMINUM CAP
TAGGED: P.G. & E. S.F.

NOVATO HOTEL, LLC
APN: 125-180-080
DOC. No. 2011-0043311
DATED: MAY 25, 2013 MCR
SONOMA TITLE CO. TO
OLIVER KULLBURN
REC. APRIL 23, 1964
BK. 2286 OR PG. 188 MCR

FO 3" BRONZE CAP IN
CONCRETE AND MARKED
"PAC GAS & ELECT. CO. PROP.
COR." L.S. 3322 (R1)

SAN MARTIN COMMERCIAL PARK
APN: 125-180-010

LOT 2
PARCEL MAP
BK. 1996 P.M. PG. 80, MCR

LEGEND:

- SUBJECT PARCEL LINE
- PARCEL LINE
- RIGHT OF WAY
- EASEMENT CENTERLINE
- EASEMENT LIMITS
- RANCHO BOUNDARY (R1)
- MONUMENT FOUND
- AS NOTED
- P.G. & E. BRASS DISC
FOUND AS NOTED
- R1 R.O.S. BK. 11 MAPS PG. 83 MCR
- R2 DOC. No. 4637 2674 OR 165 MCR
- R3 BK. 2834 DEEDS 302 MCR
- MCR MARTIN COUNTY RECORDS
- O/H ELEC. OVERHEAD ELECTRIC
- EASEMENT EASEMENT
- P.O.C. POINT OF COMMENCEMENT
- T.P.O.B. TRUE POINT OF BEGINNING

DETAIL "A"



PARCEL 4 AREA = 25.00 SQ. FT.

AUTHORIZATION
70016820
BY W.D. CRUME
DR. C. GOODWIN
CH R. SULLIVAN
O.K. R. SULLIVAN
DATE 08/05/2019

EXHIBIT "E"
EASEMENT LOCATION - PARCEL 4
FORMER NOVATO SERVICE CENTER
8161 REDWOOD BOULEVARD
NOVATO CA, 94105
APN 125-180-49
LD 2403-06-1267
PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California



XCN 01-13-079
AREA 1
COUNTY MARIN
SCALE 1" = 200'
SHEET NO. 4 OF 5
DRAWING NUMBER L-9482
CHANGE 3

(T.03N, R.05W, NW 1/4 SEC. 06, MDSBM)
(RANCHO OLMOPALI)

SURVEYORS NOTES:

1. 15' EASEMENT FOR DRAINAGE PURPOSES IN FAVOR OF THE STATE OF CALIFORNIA PER (PARCEL 2) BK. 2634 OR PG. 302 MCR
2. 10' EASEMENT FOR THE PURPOSES DRAINAGE & EGRESS IN FAVOR OF THE STATE OF CALIFORNIA PER (PARCEL 3) BK. 2634 OR PG. 302 MCR



NOVATO REDWOOD PROPERTIES, INC.
APN: 125-180-045
DOC. No. 2004-0013619
DATED: FEBRUARY 20, 2004 MCR
RECORD OF SURVEY
BK. 28 OR PG. 63, MCR
ALICE PASHEUR ET. AL. TO
MC GRAW-HILL, INC.
DATED: MAY 8, 1994
BK. 1813 OR 17 MCR

NO 3" BRONZE CAP IN
CONCRETE AND MARKED
"PAC GAS & ELECT. CO. PROP.
COR." L.S. 3322 (R1)

NO 3" BRONZE CAP IN
CONCRETE AND MARKED
"PAC GAS & ELECT. CO. PROP.
COR." L.S. 3322 (R1)

NO 3" BRONZE CAP IN
CONCRETE AND MARKED
"PAC GAS & ELECT. CO. PROP.
COR." L.S. 3322 (R1)

NO 3" BRONZE CAP IN
CONCRETE AND MARKED
"PAC GAS & ELECT. CO. PROP.
COR." L.S. 3322 (R1)

NO 3" BRONZE CAP IN
CONCRETE AND MARKED
"PAC GAS & ELECT. CO. PROP.
COR." L.S. 3322 (R1)

NO 3" BRONZE CAP IN
CONCRETE AND MARKED
"PAC GAS & ELECT. CO. PROP.
COR." L.S. 3322 (R1)

NO 3" BRONZE CAP IN
CONCRETE AND MARKED
"PAC GAS & ELECT. CO. PROP.
COR." L.S. 3322 (R1)

NO 3" BRONZE CAP IN
CONCRETE AND MARKED
"PAC GAS & ELECT. CO. PROP.
COR." L.S. 3322 (R1)

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CONCRETE AND MARKED
"PAC GAS & ELECT. CO. PROP.
COR." L.S. 3322 (R1)

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"PAC GAS & ELECT. CO. PROP.
COR." L.S. 3322 (R1)

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CONCRETE AND MARKED
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COR." L.S. 3322 (R1)

SEE SURVEYORS
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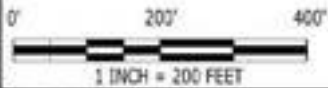
SEE SURVEYORS
NOTE 2

LEGEND:

- SUBJECT PARCEL LINE
- PARCEL LINE
- RIGHT OF WAY
- EASEMENT CENTERLINE
- EASEMENT LIMITS
- RANCHO BOUNDARY (R1)
- MONUMENT FOUND AS NOTED
- P.G.S.E. BRASS DISC FOUND AS NOTED
- R.O.S. BK. 11 MAPS PG. 85 MCR
- MARIN COUNTY RECORDS
- OVERHEAD ELECTRIC EASEMENT
- POINT OF COMMENCEMENT
- TRUE POINT OF BEGINNING

LINE TABLE:

L1	S15°49'58"E 93.95'
L2	N85°33'07"E 44.67'



PARCEL 5 AREA = 4,158 SQ. FT. 4

AUTHORIZATION 70036820		EXHIBIT "F" EASEMENT LOCATION - PARCEL 5 FORMER NOVATO SERVICE CENTER 8161 REDWOOD BOULEVARD NOVATO CA, 94105 APN 125-180-49 LD 2403-06-1267				XCN 01-13-079 AREA 1 COUNTY MARIN SCALE 1" = 200' SHEET NO. 5 OF 5 DRAWING NUMBER L-9483 CHANGE 3	
BY W.D. CRUME DR. C. GOODWIN CH R. SULLIVAN O.K. R. SULLIVAN DATE 08/05/2019		PACIFIC GAS AND ELECTRIC COMPANY San Francisco California					

(b) to use such portion of the Property contiguous to the Easement Areas as may be reasonably necessary in connection with the construction, reconstruction, installation, inspection, maintenance, repair, replacement and removal of the Facilities;

(c) from time to time, to trim or to cut down, without Grantor paying compensation, any and all trees, roots, brush, vines, and to remove any associated supporting structures now or hereafter within the Easement Areas, and the further right, from time to time, to trim and cut down trees and brush along each side of the Easement Areas which now or hereafter in the opinion of Grantor may interfere with or be a hazard to any of the Facilities, or as Grantor deems necessary to comply with applicable state or federal regulations;

(d) from time to time to enlarge, improve, reconstruct, relocate, and replace the Electric Facilities with any other number or type of Electric Facilities either in the original location or at any alternate location or locations within the Electric Easement Area;

(e) to install, maintain, and use gates in all fences which now cross or shall hereafter cross the Easement Areas; and

(f) to mark the location of the Easement Areas by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantee shall make of the Easement Areas.

Grantee shall have the right to use the Easement Areas for purposes which will not interfere with Grantor's full enjoyment of the rights hereby reserved; provided that:

(a) Grantee shall not place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within the Easement Areas, or diminish or substantially add to the ground level in the Easement Areas, or construct any fences that will interfere with the maintenance and operation of the Facilities.

(b) Grantee shall not plant any trees, brush, vines, and other vegetation within the Gas Easement Area. Grantor may plant and maintain ground covers, grasses, flowers, crops, and low-growing plants that grow unsupported to a maximum of four (4) feet in height at maturity within the Easement Areas.

(c) Grantee shall not deposit, or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, within the Easement Areas, which now or hereafter in the opinion of Grantor may interfere with or be a hazard to the Facilities.

The conveyance by Grantor to Grantee pursuant to this Grant Deed is subject to:

(a) a lien securing payment of non-delinquent real estate taxes and assessments that are not due and payable as of the Effective Date; and

(b) Any exceptions to title disclosed by public records.

Exhibit C
TITLE REPORT

[See Attached]

Fidelity Title ePre dated 9-24-21

 Fidelity National Title Company

PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein, Fidelity National Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

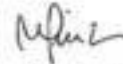
The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Fidelity National Title Insurance Company, a Florida corporation.

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

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

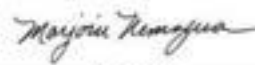
Fidelity National Title Insurance Company

By:



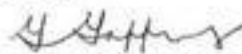
President

Attest:



Secretary

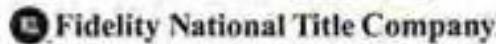
Countersigned By:



Authorized Officer or Agent



Visit Us on our Website: www.fntc.com



ISSUING OFFICE: 1200 Concord Ave., Suite 400, Concord, CA 94520

FOR SETTLEMENT INQUIRIES, CONTACT:

Chicago Title Insurance Company
One Embarcadero Center, Suite 250 • San Francisco, CA 94111
• FAX

*Another Prompt Delivery From Fidelity National Title Company Title Department
Where Local Experience And Expertise Make A Difference*

PRELIMINARY REPORT

Title Officer: Jeff Varvalar
Email: jvarvalar@fntc.com
Title No.: FMNA-MTQ2102002-JV

Escrow Officer: Jennifer Lewis
Email: Jennifer.Lewis@cti.com
Escrow No.: 15608556

TO: Chicago Title Company
One Embarcadero Center, Suite 250
San Francisco, CA 94111
Attn: Jennifer Lewis

PROPERTY ADDRESS(ES): 8161 Redwood Highway, Novato, CA

EFFECTIVE DATE: September 24, 2021 at 07:30 AM

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

ALTA Owner's Policy 2006

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:
A Fee
2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:
Pacific Gas and Electric Company, a California corporation
3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 125-190-49

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF NOVATO, COUNTY OF MARIN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel One:

Beginning at the most Northerly corner of that parcel of land described and designated Parcel One in the Deed from Robert D. Carrow and wife to State of California dated November 30, 1972 and recorded in Book 2650 of Official Records at Page 621, Marin County Records, said most Northerly corner being a point in the Westerly boundary line of the parcel of land described and designated Parcel Two in the Deed from Julia C. Bodkin to State of California dated July 21, 1952 and recorded in Book 772 of Official Records at Page 275, Marin County Records, thence running along the general Northwestery boundary line of said parcel of land designated Parcel One, (1) South 86°34'00" West 30.0 feet, (2) South 52°53'00" West 36.60 feet, (3) South 0°09'00" West 87.63 feet and (4) South 39°04'00" West 213.07 feet to the most Westerly corner of said parcel of land designated Parcel One, thence leaving said general Northwestery boundary line and running along the Westerly boundary line of said parcel of land designated Parcel One and along the Westerly boundary line of the parcel of land described and designated Parcel Two in said Deed dated November 30, 1982, (5) South 3°28'00" East 74.01 feet, thence leaving said last mentioned Westerly boundary line and running along the Northwestery boundary line of said last mentioned parcel of land designated Parcel Two and along the Northwestery boundary line of the parcel of land described in the Trustee's Deed from Sonoma Title Guaranty Company to Oliver Kulberg recorded April 23, 1968 in Book 2206 of Official Records at Page 188, Marin County Records, (6) South 39°04'00" West 337.79 feet to the most Westerly corner of the parcel of land described in said Trustee's Deed recorded April 23, 1968, said most Westerly corner being the most Northerly corner of the parcel of land described and designated Parcel Five in the decree Settling Ninth and Final Account of Testamentary Trustee and of Final Distribution dated July 12, 1963 and recorded in Book 1706 of Official Records at Page 164, Marin County Records, thence leaving said last mentioned Northwestery boundary line and running along the Westerly boundary line of the parcel of land described in said Trustee's Deed recorded April 23, 1968 (7) South 11°33'00" East 229.52 feet and (8) South 7°28'40" East 55.00 feet to the most Northerly corner of the parcel of land described and designated Parcel Six in said final decree dated July 12, 1963, thence leaving said last mentioned Westerly boundary line and running along the Southwestery boundary line of the parcel of land described in said Trustee's Deed recorded April 23, 1968, said Southwestery boundary line being the Northeastery boundary line of said parcel of land designated Parcel Six (9) South 43°18'20" East 392.07 feet to the most Westerly corner of the parcel of land described in the Deed from State of California to Alyce Pashburg and other dated December 21, 1970 and recorded in Book 2427 of Official Records at Page 495, Marin County Records, thence leaving said Southwestery boundary line and running along the Northerly boundary line of the parcel of land described in said deed dated December 21, 1970 (10) North 86°34'00" East 21.20 feet to the most Easterly corner of the parcel of land described in said Deed dated December 21, 1970, thence leaving said Northerly boundary line and running along the Easterly boundary line of the parcel of land described in said Deed dated December 21, 1970 and along the Westerly boundary line of the parcel of land described in the Deed from Alyce Pashburg and others to State of California, recorded August 6, 1970 in Book 2393 of Official Records at Page 92, Marin County Records (11) South 2°35'16" West 85.15 feet, thence leaving said last mentioned Westerly boundary line (12) North 61°04'38" West 1133.63 feet to a set standard Pacific Gas and Electric Company bronze monument, thence (13) North 42°04'30" East 370.99 feet to a set 5/8 inch reinforcing rod with aluminum cap marked L.S. 3322, thence (14) North 17°20'50" East 259.43 feet to a point in the general Southerly boundary line of the parcel of land described in the Deed from Alyce Pashburg and others to McGraw-Hill, Inc. dated May 8, 1964 and recorded in Book 1813 of Official Records at Page 17, Marin County Records, thence running along said general Southerly boundary line (15) North 69°06'00" East 727.12 feet and (16) North 39°04'00" East 66.71 feet to a point in the Westerly boundary line of the parcel of land described and designated Parcel Two in said Deed dated July 21, 1952, thence leaving said general Southerly boundary line

EXHIBIT "A"
Legal Description
(continued)

and running along said last mentioned Westerly boundary line (17) South 3°26'00" East 121.40 feet, more or less, to the point of beginning and being a portion of Rancho Olompali.

Excepting therefrom that portion conveyed in the Deed from Pacific Gas and Electric Company, a California Corporation, to the State of California, recorded September 27, 1974 in Book 2834 of Official Records, Page 302, Marin County Records.

Parcel Two:

A Portion of "Parcel One" and of "Parcel Two", as said parcels are described in State Deed No. 37872 to the State of California, recorded January 23, 1973 in Volume 2650, at Page 621, Official Records of Marin County, said portion being described as a whole as follows:

Commencing at the Northerly terminus of that certain course described as "N. 2°06'56" W. 285.66 feet" in State Deed No. 28422 to the State of California, recorded October 21, 1969, in Volume 2334, at Page 297, Official Records of Marin County; thence along the Northerly prolongation of said course N. 2°06'56" W., 310.34 feet to the Northwesternly line of said Parcel One; thence along last said line, the Westerly line of last said parcel and the general Northwesternly line and the Southerly line of said Parcel Two, S. 40°22'46" W., 189.30 feet, S. 2°07'14" E., 74.01 feet, S. 40°22'46" W., 131.25 feet and N. 87°52'46" E., 216.54 feet to the point of commencement.

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

1. There were no taxes levied for the fiscal year 2020-2021 as the property was vested in a public entity.
2. Taxes are assessed under portion of State Board of Equalization No. 135-21-27A-1.
APN: 125-180-49
3. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.
4. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
5. Easements for roadway and utility purposes over that portion of the herein described property lying within the boundaries of the existing roadways.
6. The ownership of said Land does not include rights of access to or from the street, highway, or freeway abutting said Land, such rights having been relinquished by the document.

Recording Date: October 30, 1952
Recording No.: Book 772, Page 275, of Official Records
Affects: Said land

7. Waiver of any claims for damages to said property by reason of the location, construction, landscaping or maintenance of the freeway adjoining said property, as contained in the deed to the State of California, recorded October 30, 1952, Book 772, Page 275, of Official Records.
8. Map of Record of Survey (herein described property) of a Parcel of Land in the Pacheco Olompali and being a portion of 1706 Official Records, Page 164 and 2202 Official Records, Page 327, was filed for record on June 27, 1973 in Book 11 Record of Surveys, Page 85, Marin County Records.
9. "There shall be no abutters rights of access appurtenant to the herein described property in and to the adjacent State Freeway", as contained in the Deed from the State of California to the Pacific Gas and Electric Company, a California corporation, recorded February 13, 1974 in Book 2764 of Official Records, Page 165, Marin County Records.

Affects: The Easterly line of Parcel Two herein described.

EXCEPTIONS
(continued)

10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: State of California
 Purpose: Drainage
 Recording Date: September 27, 1972
 Recording No.: Book 2834, Page 302, of Official Records
 Affects: 15 feet in width, 110 feet in length, at the Northeasterly corner of Parcel One herein described, and ingress to and egress from the above drainage easement, 10 feet in width
11. Map of Record of Survey of the Parcels of Land described in 2764 of Official Records, Page 165 and 2834 of Official Records, Page 302, was filed for record on August 4, 1977 in Book 14 of Record of Surveys, Page 21.
- (Depicts excepted portion of Parcel One and Parcel Two herein described.)
12. The vestee herein is required to reserve an existing easement lying within the herein described property that may be needed for their continued use.
13. A mortgage with power of sale, to secure all sums advanced or to be advanced for aid or relief
- Document entitled: Indenture of Mortgage
 Dated: June 19, 2020
 Executed by: Pacific Gas and Electric Company, Issuer and The Bank of New York Mellon Trust Company, N.A.
 In favor of the County of: San Francisco
 Recording Date: July 7, 2020
 Recording No.: 2020-0028741, of Official Records
- Memorandum of Supplemental First Mortgage indenture to modify the terms and provisions of the said document, as therein provided
- Executed by: Pacific Gas and Electric Company, a California corporation and The Bank of New York Mellon Trust Company, N.A., a national banking association
 Recording Date: August 19, 2020
 Recording No.: 2020-0037600, of Official Records
- Memorandum of Seventh Supplemental Indenture to modify the terms and provisions of the said document, as therein provided
- Executed by: Pacific Gas and Electric Company, a California corporation and The Bank of New York Mellon Trust Company, N.A., a national banking association
 Recording Date: February 24, 2021
 Recording No.: 2021-0013112, of Official Records

EXCEPTIONS
(continued)

An agreement to modify the terms and provisions of the said document, as therein provided

Executed by: Pacific Gas and Electric Company, a California corporation and
The Bank of New York Mellon Trust Company, N.A., a national banking
association
Recording Date: June 15, 2021
Recording No.: 2021-0039212, of Official Records

An agreement to modify the terms and provisions of the said document, as therein provided

Executed by: Pacific Gas and Electric Company, a California corporation and
The Bank of New York Mellon Trust Company, N.A., a national banking
association
Recording Date: September 10, 2021
Recording No.: 2021-0056705, of Official Records

14. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

15. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Pacific Gas and Electric Company, a California corporation

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a "parent" organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

EXCEPTIONS
(continued)

16. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(ies): Pacific Gas and Electric Company, a California corporation

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

17. An inspection of the herein described property will be required prior to the close of escrow.
18. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

END OF EXCEPTIONS

NOTES

- Note 1.** Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a Commercial Property, known as 8161 Redwood Highway, Novato, CA, to an Extended Coverage Loan Policy.
- Note 2.** Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

No names were furnished with the application. Please provide the name(s) of the buyers as soon as possible.
- Note 3.** Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- Note 4.** Note: The charge for a policy of title insurance, when issued through this title order, will be based on the Basic Title Insurance Rate.
- Note 5.** Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- Note 6.** The application for title insurance was placed by reference to only a street address or tax identification number. The proposed insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
- Note 7.** Note: If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 8.** Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of a Company agent, an authorized employee of the insured lender, or by using Bancserv or other Company-approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.
- Note 9.** Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.

NOTES
(continued)

- Note 10.** Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
- Note 11.** Due to the special requirements of SB 50 (California Public Resources Code Section 6560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company's State Counsel, Regional Counsel, or one of their designees.

END OF NOTES



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites: FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101, Phone number: (702) 486-3132, email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 934-3354 or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

ATTACHMENT ONE (CONTINUED)

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13) ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

EXCLUSIONS

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.
 This Exclusion does not limit the coverage described in Covered Risk 8 a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8 a., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

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

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

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

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

**ATTACHMENT ONE
(CONTINUED)**

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) affecting or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is:
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule E - Part I,] [or] This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

(PART I)

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights; claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]

(PART II)

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

**ATTACHMENT ONE
(CONTINUED)**

2005 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is:
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:
[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.]

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. [Variable exceptions such as taxes, easements, CC&R's, etc., shown here.]

**ATTACHMENT ONE
(CONTINUED)**

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY - ASSESSMENTS PRIORITY (04-02-15)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is:
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

Notice of Available Discounts

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

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

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC - Chicago Title Insurance Company
CLTC - Commonwealth Land Title Company
FNTC - Fidelity National Title Company of California
FNTCCA - Fidelity National Title Company of California
TICOR - Tibor Title Company of California
LTC - Lawyer's Title Company
SLTC - ServiceLink Title Company

Underwritten by FNF Underwriters

CTIC - Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Company
FNTIC - Fidelity National Title Insurance Company
FNTIC - Fidelity National Title Insurance Company
CTIC - Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Company
CTIC - Chicago Title Insurance Company

Available Discounts

DISASTER LOANS (CTIC, CLTIC, FNTIC)

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

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

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

Exhibit D

ENVIRONMENTAL REPORTS

1. Phase I Environmental Site Assessment dated February 9, 2017, and Prepared for Bay Vista, Inc. by ERAS Environmental, Inc.
2. Phase I Environmental Site Assessment dated July, 28, 2009, and Prepared for Pacific Gas and Electric Company (PG&E) by Stantec.
3. Phase I Environmental Site Assessment dated April 3, 1994, and Prepared for PG&E by Environmental Science and Engineering, Inc., ESE Project No. 6945334.
4. Letter dated April 12, 1996 from California Regional Water Quality Control Board to PG&E regarding Underground Storage Tank Case Closure.
5. Letter dated March 5, 1996 from PG&E to the California Regional Water Quality Control Board regarding Underground Storage Tank Unauthorized Release/Report Form.
6. Letter dated March 1, 1996, from California Regional Water Quality Control Board to PG&E regarding Denial of Closure Request.
7. Letter dated February 5, 1996, from PG&E to California Regional Water Quality Control Board Requesting Underground Storage Tank Case Closure.
8. Letter Dated January 30, 1996, from PG&E to California Regional Water Quality Control Board Requesting Underground Storage Tank Case Closure.

Exhibit E

NATURAL HAZARD DISCLOSURE STATEMENT

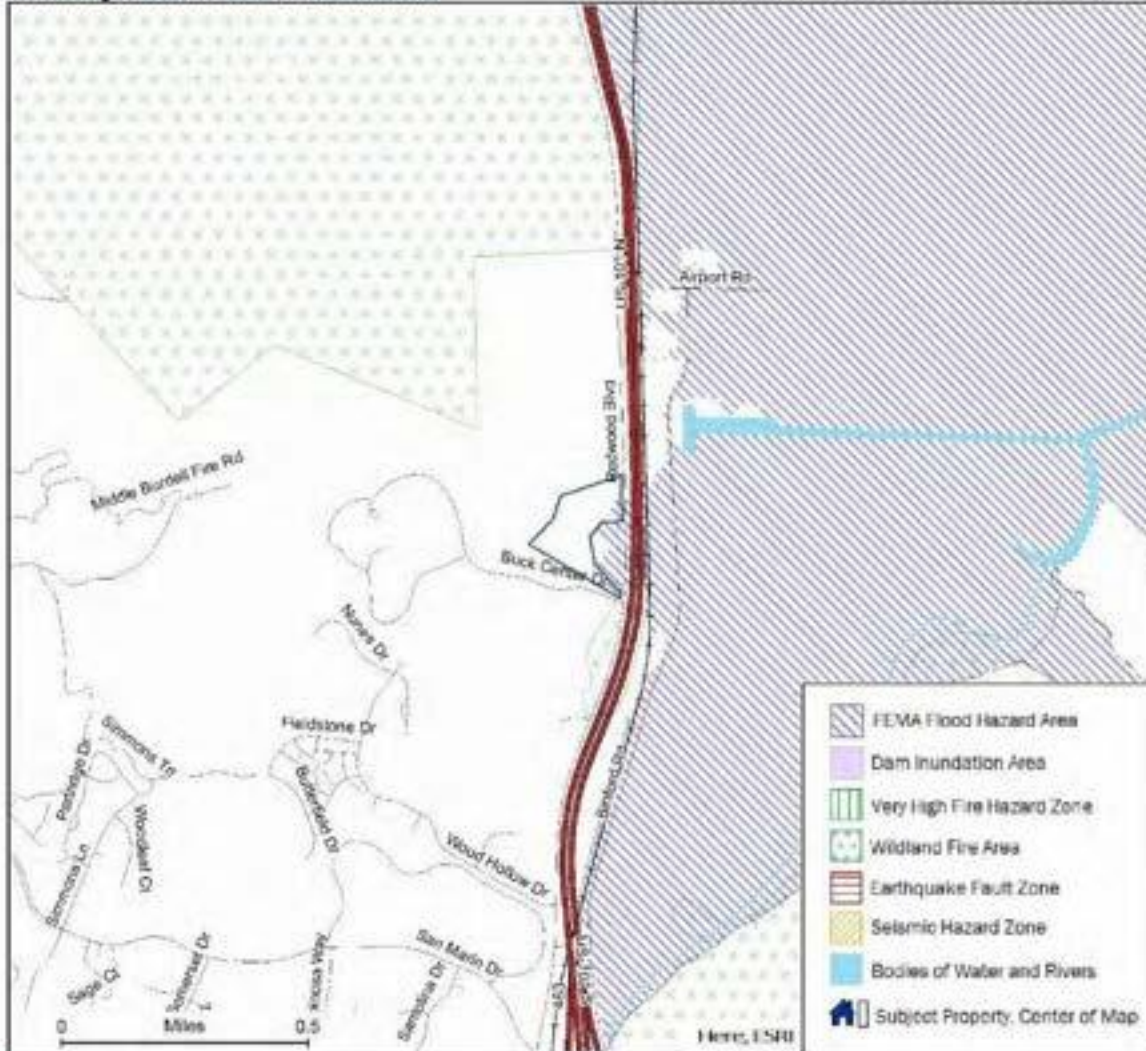
[See Attached]

Disclosure SourceNHD California Commercial Disclosure Report Statutory Natural Hazard Disclosures
dated 02/01/2022

Property Address: 8161 REDWOOD BLVD
NOVATO, CA 94945-1403
Parcel Number: 125-150-40

Date: 2/1/2022
Order Number: 220201-00297

Statutory Natural Hazard Disclosures



- * IS ☒ IS NOT ☐ Located in a FEMA Special Flood Hazard Area.
 IS ☐ IS NOT ☒ Located in a Dam Inundation Area.
 IS ☐ IS NOT ☒ Located in a Very High Fire Hazard Severity Zone.
 * IS ☒ IS NOT ☐ Located in a Wildland Fire Area.
 IS ☐ IS NOT ☒ Located in an Alquist-Priolo Earthquake Fault Zone.
 * IS ☐ IS NOT ☐ Located in a Seismic Hazard Zone.

* Please read the report for further information

This map is for your aid in locating natural hazard areas in relation to the subject property described above. Please verify street address and/or assessor's parcel number for accuracy. The map is intended for informational purposes only. The company assumes no liability (express or implied) for any loss occurring by reference, misinterpretation, misuse, or sole reliance thereon. This map is not intended for use as a substitute disclosure under California law.

Property Address: 8161 REDWOOD BLVD
NOVATO, CA 94945-1403
Parcel Number: 125-160-40

Date: 2/1/2022
Order Number: 220201-00297

Local/Supplemental Natural Hazard Disclosures



- * IS ☒ IS NOT ☐ in a Supplemental Flood Hazard Zone.
- * IS ☒ IS NOT ☐ in a Supplemental Fire Hazard Zone.
- IS ☐ IS NOT ☒ in a Supplemental Earthquake Fault Zone.
- * IS ☒ IS NOT ☐ in a Supplemental Seismic/Geologic Hazard Zone.

This map is for your aid in locating natural hazard areas in relation to the subject Property described above. Please verify street address and/or assessor's parcel number for accuracy. The map is intended for informational purposes only. The company assumes no liability (express or implied) for any loss occurring by reference, misinterpretation, misuse, or sole reliance thereon. This map is not intended for use as a substitute disclosure under California law.

* Please read the report for further information.

Property Address: 8161 REDWOOD BLVD
NOVATO, CA 94945-1403
Parcel Number: 125-180-49

Date: 2/1/2022
Order Number: 220201-00297

THE RECIPIENT(S) SHOULD CAREFULLY READ THE EXPLANATION OF SERVICES, CONDITIONS, LIMITATIONS & DISCLAIMERS CONTAINED IN THIS REPORT.

PAYMENT POLICY: FULL PAYMENT FOR THIS REPORT IS DUE UPON CLOSE OF ESCROW. THE LIABILITY PROVISIONS OF THE REPORT DO NOT APPLY UNTIL FULL PAYMENT IS RECEIVED.

CANCELLATION POLICY: OUR REPORT CAN ONLY BE CANCELLED IF ESCROW IS CANCELLED, OR THE SELLER TAKES THE PROPERTY OFF THE MARKET. SIGNED ESCROW CANCELLATION INSTRUCTIONS ARE REQUIRED.

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In	Out	Not Mapped	Statutory Natural Hazard Disclosures	
☒	☐	☐	Special Flood Hazard Area designated by the Federal Emergency Management Agency	2
☐	☒	☐	Dam Inundation / Area of Potential Flooding	2
☐	☒	☐	Very High Fire Hazard Severity Zone	2
☒	☐	☐	Wildland Area That May Contain Substantial Forest Fire Risks And Hazards	3
☐	☒	☐	Earthquake Fault Zone	3
☐	☐	☒	Seismic Hazard - Landslide Zone	4
☐	☐	☒	Seismic Hazard - Liquefaction Zone	4

In	Out	Not Mapped	Local/Supplemental Natural Hazard Disclosures	
☒	☐	☐	Supplemental Flood Hazard Zone	5
☒	☐	☐	Supplemental Fire Hazard Zone	5
☐	☒	☐	Supplemental Earthquake Fault Hazard Zone	6
☒	☐	☐	Supplemental Seismic/Geologic Hazard Zone	6

In	Out	Additional Disclosures	
☒	☐	Airport Influence Area	7
☒	☐	Airport Proximity	7
☒	☐	Right to Farm	8
☐	☒	Mining Operations	8



California Commercial Disclosure Report

Property Address: 8151 REDWOOD BLVD
NOVATO, CA 94945-1403
Parcel Number: 125-180-49

Date: 2/1/2022
Order Number: 220201-00297

Yes	No	Environmental Information	
☒	☐	Identified sites with known or potential environmental concerns	9
		Environmental Sites Map and details	10
		Databases Researched	13

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*Signatures Required

Property Address: 8161 REDWOOD BLVD
NOVATO, CA 94945-1403
Parcel Number: 125-180-49

Date: 2/1/2022
Order Number: 220201-00297

AB38 NOTICE

If this property is located in either a High or Very High Fire Severity Zone according to this report, it is subject to AB38 Disclosure Requirements.

Precise disclosure of fire zones can be found on the Summary Page, and on either of the maps included in this report.

If the home referenced in this report was built before January 1, 2010, C.A.R., Form FHDS will need to be filled out by the seller.

Additionally, the property may be subject to a Defensible Space Inspection.

To Request a Defensible Space Inspection, click the following link:

<https://survey123.arcgis.com/share/e659f03a6e8447af8663e42cf48f60fd>

Even if the Property is not in either of the fire zones specified in this report, if the Property is in or near a mountainous area, forest-covered lands, brush covered lands, grass-covered lands or land that is covered with flammable material, a Seller may choose to fill out C.A.R. Form FHDS because a buyer might consider the information material.

A seller may voluntarily make the disclosures in C.A.R. Form FHDS, even if not mandated by law.



For more information on Defensible Space, please click this link:

<https://www.readyforwildfire.org/>

Property Address: 8161 REDWOOD BLVD
NOVATO, CA 94945-1403
Parcel Number: 125-180-49

Date: 2/1/2022
Order Number: 220201-00297

STATUTORY NATURAL HAZARD DISCLOSURES

Disclosure Source reviews specific public records to determine whether the property is located in any of six statutorily defined natural hazard areas described below.

SPECIAL FLOOD HAZARD AREA

Pursuant to federal law, the Federal Emergency Management Agency (FEMA) is required to identify and designate areas that are subject to flooding as part of the National Flood Insurance Program. A "Special Flood Hazard Area" (any type Zone "A" or "V") as determined by FEMA is an area where all or a portion of the property has a 1% chance each year of being inundated by flood waters. If a property is located in a Special Flood Hazard Area, the cost and availability of flood insurance may be affected. Properties not located in a Special Flood Hazard Area are not relieved from the possibility of sustaining flood damage. A few areas are not covered by official Flood Insurance Rate Maps. If information is not available, Disclosure Source recommends that the buyer contact the local jurisdiction's planning and building department to determine the potential for flooding at the subject Property.

Source(s) of data: Title 42 United States Code Section 4104

Based on a review of the Flood Insurance Rate Map(s) issued by FEMA, the subject Property:

☒ IS ☐ IS NOT located in a Special Flood Hazard Area ☐ Do not know and information not available

DAM INUNDATION / AREA OF POTENTIAL FLOODING

The State of California Office of Emergency Services is required to review, approve and maintain copies of the maps that have been prepared and submitted to them by local governmental organizations, utilities or other owners of any dam in the state. The maps delineate areas of potential inundation and flooding that could result from a sudden, partial or total dam failure. Dams in many parts of the world have failed during significant earthquakes, causing flooding of those areas in the pathway of the released water. The actual risk of dam failure is not defined by the map(s). Legislation also requires appropriate public safety agencies of any city, county, or territory of which it is located in such an area, to adopt/implement adequate emergency procedures for the evacuation and control of populated areas near/below such dams.

Source(s) of data: Government Code Section 8559.5

Based on a review of the official map(s) available through the State of California, Office of Emergency Services, the subject Property:

☐ IS ☒ IS NOT located in a Dam Inundation Zone ☐ Do not know and information not available

VERY HIGH FIRE HAZARD SEVERITY ZONE

The California Legislature has declared that space and structure defensibility is essential to digest fire prevention. Further, the Director of Forestry and Fire Protection has identified Very High Fire Hazard Severity Zones in Local Responsibility Areas based on consistent statewide criteria, and based on the severity of fire hazard that is expected to prevail in those areas. Determining information includes, but is not limited to: Fuel loading, terrain (slope), fire weather conditions and other relevant factors.

Source(s) of data: California Government Code Section 51178 and 51179

Based on a review of the official map(s) issued by the California Department of Forestry and Fire Protection, the subject Property:

☐ IS ☒ IS NOT located in a VERY HIGH FIRE HAZARD SEVERITY ZONE

Property Address: 8161 REDWOOD BLVD
NOVATO, CA 94945-1403
Parcel Number: 125-180-49

Date: 2/1/2022
Order Number: 220201-00297

WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS AND HAZARDS / STATE RESPONSIBILITY AREA

The California Department of Forestry and Fire Protection designates State Responsibility Areas (SRA) and bears the primary financial responsibility for the prevention and/or suppression of fires in these areas. A seller of real property located within a SRA must disclose the fact that there may be a forest fire risk and hazard on the property, and the fact that the property owner may be subject to the imposition of fire mitigation measures as set forth in Public Resources Code Section 4291.

Source(s) of data: California Public Resources Code Section 4125

Based on a review of the official map(s) issued by the California Department of Forestry and Fire Protection, the subject Property

☒ IS ☐ IS NOT located in a State Responsibility Area

Subject property is in a MODERATE FIRE HAZARD AREA

Even if the Property is not in either of the fire zones specified in this report, if the Property is in or near a mountainous area, forest-covered lands, brush covered lands, grass-covered lands or land that is covered with flammable material, a Seller may choose to fill out C.A.R. Form FHDS because a buyer might consider the information material.

ALQUIST-PRIOLO EARTHQUAKE FAULT ZONE

Earthquake Fault Zone maps are delineated and compiled by the California State Geologist pursuant to the Alquist-Priolo Earthquake Fault Zoning Act. During an earthquake, structures located directly over fault zones (surface fault traces) could sustain damage as a result of a seismic event resulting from ground fault rupture (surface cracking). For the purposes of this report, an Earthquake Fault Zone is generally defined as an area approximately 1/4 mile in total width (1,320 feet) located along a known active earthquake fault. An "active" fault as defined by the State of California Department of Conservation, Division of Mines and Geology is an earthquake fault that has produced ground surface displacement (ground surface rupture) within the last eleven thousand years.

Source(s) of data: California Public Resources Code Section 2622

Based on a review of the official map(s) issued by the California Department of Conservation, Division of Mines and Geology, the subject Property

☐ IS ☒ IS NOT located in an Alquist-Priolo Fault Zone

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SEISMIC HAZARD ZONE

The intent of the Seismic Hazards Mapping Act of 1990 is to provide for a statewide seismic hazard mapping and technical advisory program to assist cities and counties in fulfilling their responsibilities for protecting the public health and safety from the effects of strong ground shaking, liquefaction (failure of water-saturated soil), landslides and other seismic hazards caused by earthquakes. Under this act, The California Department of Conservation is mandated to identify and map the state's most prominent earthquake hazards. Information produced by these maps is utilized (in part) by cities and counties to regulate future development. Development/Construction permits may be withheld until adequate geologic or soils investigations are conducted for specific sites, and mitigation measures are incorporated into development plans.

Seismic Hazard Zone maps delineate areas subject to earthquake hazards. New development in a Seismic Hazard Zone is only permitted if it can be shown that mitigation makes the site acceptably safe. Maps are only available for limited areas now, but will eventually cover all of California.

Earthquake-Induced Landslide Hazard Zones are areas where there has been a recent landslide, or where the local slope, geological, geotechnical, and ground moisture conditions indicate a potential for landslides as a result of earthquake shaking. Landslide zones are described as areas in which masses of rock, soil or debris have been displaced down slope by flowing, sliding or falling. The severity of a landslide depends on the underlying geology, slope and soil at the area.

Liquefaction Hazard Zones are areas where there is a potential for, or an historic occurrence of, liquefaction. Liquefaction is a liquid-like condition of soil which sometimes occurs during strong earthquake shaking where the groundwater is shallow and soils are loose and granular (sands for example). These factors can combine to produce liquefaction in localized areas. When liquefaction occurs the soil temporarily becomes liquid-like and structures may settle unevenly. This condition can cause lateral spreading of level ground, and ground failure and sliding on slopes. Liquefaction can cause structural damage under certain geologic conditions. The type of sedimentary deposit, penetration resistance, and depth to ground water are the key factors that govern an area's susceptibility to liquefaction.

Source(s) of data: California Public Resources Code Section 2696

Based on a review of the official map(s) issued by the California Department of Conservation, Division of Mines and Geology, the subject Property:

☐ IS	☐ IS NOT	located in a Landslide Hazard Zone	☒ Map not released by state
☐ IS	☐ IS NOT	located in a Liquefaction Hazard Zone	☒ Map not released by state

GOVERNMENTAL GUIDES: "HOMEOWNER'S [COMMERCIAL PROPERTY OWNER'S] GUIDE TO EARTHQUAKE SAFETY" PUBLISHED BY THE CALIFORNIA SEISMIC SAFETY COMMISSION CONTAINING IMPORTANT INFORMATION REGARDING EARTHQUAKE AND GEOLOGIC HAZARDS. THEY ARE AVAILABLE FOR DOWNLOAD AT <https://www.disclosuresource.com/downloads/quake.aspx>



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LOCAL/SUPPLEMENTAL NATURAL HAZARD DISCLOSURES

Disclosure Source has obtained maps that are both official and publicly available from city, county, and state sources which supplement the statutory natural hazard information. Disclosure Source has only reviewed maps that are available in a usable format and at an appropriate scale to delineate where hazards may exist on a single parcel basis. Disclosure Source recommends that the buyer contact the local building and planning departments to help ascertain what, if any, special requirements there might be for construction or renovation, and building code requirements for this property. The foregoing statement should be considered a part of the Disclosures of this Disclosure Report and these Disclosures apply to this Statement. Please refer to them for further information.

SUPPLEMENTAL FLOOD HAZARD ZONE

Supplemental flood zones include information in addition to, or different from, the areas mapped on Flood Insurance Rate Maps by the Federal Emergency Management Agency or Dam inundation zones as reported by the California State Office of Emergency Services. These can include tsunamis, seiches (rapid lake surges), river hazards, historical flood data and additional dike failure hazards.

If a portion or all of the property is located within one of these hazard areas, the lending institution may require flood insurance. Disclosure Source recommends that the buyer 1) contact the lending institution to ascertain any additional requirements for flood insurance; 2) contact the insurance company to ascertain the availability and cost of the flood insurance.

Based on the maps obtained, the subject Property

☒ IS ☐ IS NOT located in a supplemental Flood Hazard Zone ☐ Do not know OR information is not available

ADDITIONAL INFORMATION:

The local jurisdiction has designated this area as having a risk for flooding.

SUPPLEMENTAL FIRE HAZARD ZONE

Local agencies may, at their discretion, include or exclude certain areas from the requirements of California Government Code Section 51182 (imposition of fire prevention measures on property owners), following a finding supported by substantial evidence in the record that the requirements of Section 51182 either are, or are not adequate or necessary for effective fire protection within the area. Any additions to these maps that the company has been able to identify and substantiate are included in this search.

There may be maps of other substantial fire hazards such as brush fire that are not subject to Section 51182. Disclosure Source has included these maps in this search.

Fire hazard zones listed here, if any, are areas which contain the position and type of topography, weather, vegetation and structure density to increase the susceptibility to fire. In these areas, the City or County may impose strategies to enforce fire mitigation measures, including fire or fuel breaks, brush clearance, and fuel load management measures. For example, emphasis on roof type and fire-resistant materials may be necessary for new construction or roof replacement. In addition, other fire defense improvements may be demanded, including special weed abatement, brush management, and minimum clearance around structures. In most cases, if a property is in a Fire Hazard Area, insurance rates may be affected.

Based on the maps obtained, the subject Property

☒ IS ☐ IS NOT located in a supplemental Fire Hazard Zone ☐ Do not know OR information is not available

ADDITIONAL INFORMATION:

In an area of Moderate Potential for Fire Hazard
In an area of High Potential for Fire Hazard

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SUPPLEMENTAL EARTHQUAKE FAULT HAZARD ZONE

Many local jurisdictions have different or higher standards than the State for the identification of earthquake faults. Those jurisdictions have created their own maps which indicate active or potentially active faults according to those standards.

Many cities and counties require geologic studies before any significant construction if a property is in or near an earthquake fault zone known to them and certain types of construction may be restricted in these areas. Disclosure Source has included official and publicly available maps indicating earthquake faults known by those jurisdictions. In some cases the company has used the description of an Earthquake Fault Zone established by the Alquist-Priolo Earthquake Fault Zone Act of approximately 1,320 feet wide to define a supplemental Fault Hazard Zone.

Based on the maps obtained, the subject Property

☐ IS ☒ IS NOT located in a supplemental Fault Hazard Zone ☐ Do not know OR information is not available

ADDITIONAL INFORMATION:
NONE

SUPPLEMENTAL SEISMIC/GEOLOGIC HAZARD ZONE

The California Division of Mines and Geology (DMG) has not completed the project assigned by Section 2696 of the California Public Resources Code to identify areas of potential seismic hazard within the State of California. The DMG and the US Geologic Survey (USGS) have performed many valuable studies that supplement the Section 2696 maps and fill in many missing areas. These maps are included in this search. Also included in this search are maps that indicate many hazards that may or may not be seismically related, including, but not limited to, liquefaction, landslides, debris flows, mudslides, coastal cliff instability, volcanic hazards and avalanches. A number of various geologic factors may influence the types of geologic hazards present: rainfall amounts, removal of vegetation, erosion, seismic activity, or even human activity. The severity of a geologic hazard depends on the underlying geology, slope, proximity to earthquake faults, and soil type in the area. Many cities and counties require geologic studies before any significant construction if a property is in or near a geologic hazard known to them and certain types of construction may be prohibited.

Based on the maps obtained, the subject Property

☒ IS ☐ IS NOT located in a supplemental Geologic Hazard Zone ☐ Do not know OR information is not available

ADDITIONAL INFORMATION:

In a Landslide hazard area. The mapped area includes existing landslides, and areas of undefined potential for land sliding.
In an area of LOW potential for Liquefaction.
In an area of HIGH potential for Liquefaction.

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ADDITIONAL DISCLOSURES

AIRPORT INFLUENCE AREA

Section 11034 of the California Civil Code requires notice if a property is encompassed within an airport influence area. According to Section 11010 of the Business and Professions Code, an airport influence area is defined as "an area in which current or future airport related noise, overflight, safety or airspace protection factors may significantly affect land uses or necessitate restrictions on these uses." Disclosure Source has utilized publicly available airport influence area maps from county Airport Land Use Commissions (ALUC). Airport influence area maps can be found within a county Airport Land Use Comprehensive Plan, available to the public through most county planning departments. Some airports have not published influence area maps and the property may still be subject to some of the annoyances or inconveniences associated with proximity to airport operations. Airports physically located outside California were not included in this report.

According to airport influence maps available, the subject Property:

☒ IS ☐ IS NOT located in a mapped airport influence area.

If the subject property is located in an airport influence area, the following statement applies - NOTICE OF AIRPORT IN VICINITY: This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example, noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.

AIRPORT PROXIMITY

Aircraft landing facilities listed herein, if any, consists of those owned by the United States Federal Government (Military aviation), public and privately owned civil and commercial aviation facilities. Private landing facilities (restricted public access), glider ports, facilities that have not been assigned a current location identifier by the Federal Aviation Administration (FAA), and airports physically located outside California were not included in this report.

While a property may not be within a defined airport influence area or within several miles of an aircraft landing facility, it may still be exposed to the nuisances related to such uses. No finding or opinion is expressed or implied in this report regarding the take-off and landing patterns utilized by airports, the noise levels experienced at the subject property as a result thereof, or the impact of any planned or approved airport expansion projects or modifications.

Note: This information does not relieve the seller's duty to disclose, in writing, their actual knowledge that the property is adjacent to, or zoned to allow an industrial use described in Section 721a of the Code of Civil Procedure, including airport uses, or that is affected by a nuisance created by such a use.

According to information available from the FAA the company reports the following aircraft landing facilities within two miles of the subject Property. The calculated distance can be dependent upon the size of the airport influence area, if any.

FAA ID#	FACILITY NAME	TYPE	DISTANCE
DVO	GNSS FIELD	AIRPORT	0.83 MILES
DVO	GNSS FIELD	AIRPORT	1.04 MILES

For further information regarding any of the aircraft landing facilities identified in this report, please contact the following agency:
Western Pacific Region Airports Division, 18000 Aviation Blvd, #3012, Lawndale, CA 90261, (310) 725-3000

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RIGHT TO FARM

California Civil Code section 1103.4 requires notice if a property is presently located within one mile of a parcel of real property designated as "Prime Farmland," "Farmland of Statewide Importance," "Unique Farmland," "Farmland of Local Importance," or "Grazing Land" on the most current county-level GIS "Important Farmland Map" issued by the California Department of Conservation, Division of Land Resource Protection, and if so, accompanied by the following notice:

NOTICE OF RIGHT TO FARM This property is located within one mile of a farm or ranch land designated on the current county-level GIS "Important Farmland Map," issued by the California Department of Conservation, Division of Land Resource Protection. Accordingly, the property may be subject to inconveniences or discomforts resulting from agricultural operations that are a normal and necessary aspect of living in a community with a strong rural character and a healthy agricultural sector. Customary agricultural practices in farm operations may include, but are not limited to: noise, odors, dust, light, insects, the operation of pumps and machinery, the storage and disposal of manure, bee pollination, and the ground or aerial application of fertilizers, pesticides, and herbicides. These agricultural practices may occur at any time during the 24-hour day. Individual sensitivities to these practices can vary from person to person. You may wish to consider the impacts of such agricultural practices before you complete your purchase. Please be advised that you may be barred from obtaining legal remedies against agricultural practices conducted in a manner consistent with proper and accepted customs and standards pursuant to Section 3482.5 of the Civil Code or any pertinent local ordinance.

According to the current county-level GIS "Important Farmland Map," issued by the California Department of Conservation, Division of Land Resource Protection, the subject Property:

☒ IS ☐ IS NOT located within one mile of a farm or ranch land.

MINING OPERATIONS

The California Department of Conservation, Office of Mine Reclamation, maintains a database of map coordinate data submitted annually by mine operators in the State. Section 1103.4 of the California Civil Code requires notice if a property is within one mile of a mine operation for which the mine owner or operator has reported map coordinate data to the Office of Mine Reclamation pursuant to Section 2207 of the Public Resources Code. (Note: Not all mine operators have provided map coordinate data to the Office of Mine Reclamation.)

According to the database maintained by the California Department of Conservation, Office of Mine Reclamation, the subject Property:

☐ IS ☒ IS NOT located within one mile of a mine operation.

If the subject Property is within one mile of a mine, the following statement applies - NOTICE OF MINING OPERATIONS:

This property is located within one mile of a mine operation for which the mine owner or operator has reported mine location data to the Department of Conservation pursuant to Section 2207 of the Public Resources Code. Accordingly, the property may be subject to inconveniences resulting from mining operations. You may wish to consider the impacts of these practices before you complete your transaction.

In addition to active mines, California's landscape contains tens of thousands of abandoned mine sites. Many of these mines were immediately abandoned when insufficient minerals were found or when poor economics of the commodity made mining unprofitable. It is estimated that the majority of abandoned mines possess serious physical safety hazards, such as open shafts or adits (mine tunnels), while many others pose environmental hazards. Thousands of sites have the potential to contaminate surface water, groundwater, or air quality. Some are such massive problems as to earn a spot on the Federal Superfund list.

Maps and information on abandoned mines are available at the California Department of Conservation, Office of Mine Reclamation https://www.waterboards.ca.gov/mines/abandoned_mine_sites. The State of California, Department of Conservation makes no warranty, express or implied, as to the accuracy of these data or the suitability of the data for any particular use. Distribution of these data is intended for informational purposes and should not be considered authoritative or relied upon for navigation, engineering, legal, or other site-specific uses, including but not limited to the obligations of sellers of real property and their disclosure obligations under California law.

Parties with concerns about the existence or impact of abandoned mines in the vicinity of the property should contact the State Office of Mine Reclamation at: <https://www.conservacion.ca.gov/OMR/> and/or the local Engineering, Planning or Building Departments in the county where the property is located.

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ENVIRONMENTAL INFORMATION

IDENTIFIED SITES WITH KNOWN OR POTENTIAL ENVIRONMENTAL CONCERNS

The "Environmental Sites Summary" is divided into three categories: A, B, and C.

Category A: Sites listed with known environmental concerns/contamination. The locations of these sites are researched within a one (1) mile radius of the subject property.

Category B: Sites possessing the potential to release hazardous substances into the environment. These facilities are permitted to generate, treat, store, or dispose of hazardous substances. Locations of these sites are researched within a one-half (1/2) mile radius of the subject property.

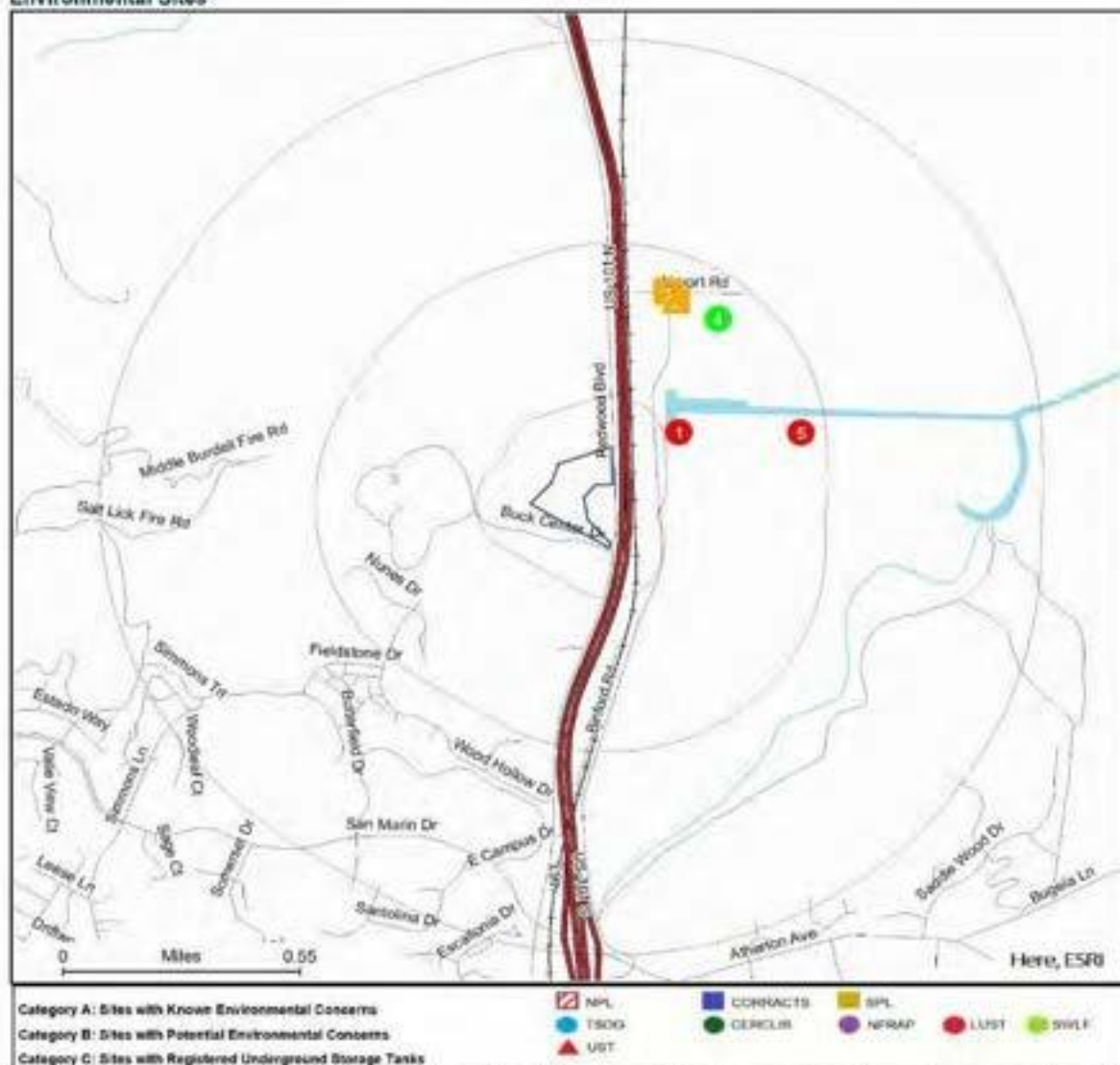
Category C: Sites that have Underground Storage Tanks (UST) registered with the appropriate agencies. The locations of these sites are researched within one-eighth (1/8) mile radius of the subject property.

ENVIRONMENTAL SITES SUMMARY	Up to 1/8 Mile	1/8 to 1/2 Mile	1/2 to 1 Mile
CATEGORY A: SITES WITH KNOWN ENVIRONMENTAL CONCERNS			
U.S. EPA National Priority / Superfund List (NPL)	0	0	0
Hazardous Waste Sites with Corrective Action (CORRECTS)	0	0	0
State Priority List (SPL)	0	0	2
CATEGORY B: SITES WITH POTENTIAL ENVIRONMENTAL CONCERNS			
Treatment, Storage, Disposal and Generators (TSDG)	0	0	
Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS)	0	0	
No Further Remedial Action Planned (NFRAP)	0	0	
Leaking Underground Storage Tanks (LUST)	0	2	
Solid Waste Landfills, Tire Disposal Centers, or Transfer Stations (SWLF)	0	1	
CATEGORY C: SITES WITH REGISTERED UNDERGROUND STORAGE TANKS			
Registered Underground Storage tank(s) (UST)	0		

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Environmental Sites



This map is for your aid in locating environmental hazard sites in relation to the subject property described above. Please verify street address and/or assessor's parcel number for accuracy. The map is intended for informational purposes only. The company assumes no liability (expressed or implied) for any loss occurring by reliance, interpretation, misuse, or sole reliance thereon. Most sites are depicted by a point representing their approximate address location and make no attempt to represent the actual areas of the associated site. Some NPL sites are depicted by polygons approximating their location and size. The boundaries of the polygons may be different than the actual areas of these sites and may include contaminated areas outside of the listed site. A property may be affected by contamination or environmental hazards that have not been identified in any of the databases researched for this report.

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Category A: SITES WITH KNOWN ENVIRONMENTAL CONCERNS

Refer to the pages following the site records for contact information and status definitions.

NATIONAL PRIORITY LIST / SUPERFUND SITES (NPL)

NONE

HAZARDOUS WASTE SITES WITH CORRECTIVE ACTION (CORRACTS)

NONE

STATE PRIORITY LIST SITES (SPL)

Record ID# 2 **Distance/Direction:** 0.52 miles NE

Site Name: NOVATO STORAGE PARK
Address: AIRPORT AND BINFORD ROADS
NOVATO, CA 94945
Status: NO FURTHER ACTION

Record ID# 3 **Distance/Direction:** 0.53 miles NE

Site Name: BINFORD ROAD FILL SITE
Address: BINFORD AND AIRPORT ROADS, NORTH & WEST
NOVATO, CA 94947
Status: REFER OTHER AGENCY

Category B: SITES WITH POTENTIAL ENVIRONMENTAL CONCERNS

Refer to the pages following the site records for contact information and status definitions.

TREATMENT, STORAGE, DISPOSAL AND GENERATORS SITES (TSDG)

NONE

COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY INFORMATION SYSTEM SITES (CERCLIS)

NONE

NO FURTHER REMEDIAL ACTION PLANNED SITES (NFRAP)

NONE

LEAKING UNDERGROUND STORAGE TANK SITES (LUST)

Record ID# 1 **Distance/Direction:** 0.28 miles NE

Site Name: RUSH CREEK ESTATES
Address: ATHERTON AVE @ BINFORD RD
NOVATO, CA 94945
Status: INFORMATIONAL ITEM

Record ID# 8 **Distance/Direction:** 0.54 miles E

Site Name: BLACK JOHN SLOUGH RANCHO DEL PANTANO
Address: 8190 BINFORD RD
NOVATO, CA 94945
Status: INFORMATIONAL ITEM

SOLID WASTE LANDFILLS, TIRE DISPOSAL CENTERS, OR TRANSFER STATIONS SITES (SWLF)

Record ID# 4 **Distance/Direction:** 0.53 miles NE

Site Name: BINFORD LAND FILL/LEGAL DISPOSAL SITE
Address: 8190 BINFORD LANE
NOVATO, CA 94945
Status: CLOSED

Category C: SITES WITH REGISTERED UNDERGROUND STORAGE TANKS

Refer to the pages following the site records for contact information.



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REGISTERED UNDERGROUND STORAGE TANKS SITES (UST)

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EXPLANATION OF DATABASES RESEARCHED

The Explanation of Databases Researched identifies and provides details on the information sources used to create the report. It also defines the acronyms and certain environmental terminology used throughout the report.

Due to the limitations, constraints, inaccuracies and incompleteness of government information and computer mapping data currently available to Disclosure Source, certain conventions have been utilized in presenting the locations of all federal, state, and local agency sites. Most sites are depicted by a point representing their approximate address location and make no attempt to represent the actual areas of the associated site. Some NPL sites are depicted by polygons approximating their location and size. The boundaries of the polygons may be different than the actual areas of those sites and may include contaminated areas outside of the listed site. A property may be affected by contamination or environmental hazards that have not been identified on any of the databases researched for this report.

Category A: Sites With Known Environmental Concerns

U.S. EPA National Priority/Superfund List (NPL)

The U.S. Environmental Protection Agency (EPA) maintains a list of sites that fall under the Superfund program. The Superfund program was designed to provide federal resources to assist in facilitating remediation of the United States' most environmentally impacted sites (based on the severity of the substance problem identified). Any site identified in this database will require remedial action or a final investigation prior to being removed from the National Priority List. Specific questions regarding these sites should be directed to the U.S. EPA, Regional office location: 75 Hawthorne Street, San Francisco, CA 94105, (800) 372-9378. To see detailed information on specific sites go to: <https://www.epa.gov/superfund/superfund-national-priority-list-npl>.

Hazardous Waste Sites with Corrective Action (CORRACTS)

The Resource Conservation and Recovery Act Information (RCRAInfo) is a national program management and inventory system about hazardous waste handlers. In general, all generators, transporters, treaters, storers, and disposers of hazardous waste are required to provide information about their activities to regulatory environmental agencies. CORRACTS Sites on this list are facilities that have reported violations and are subject to corrective actions.

For further information contact The United States Environmental Protection Agency, Regional office location: 75 Hawthorne Street, San Francisco, CA 94105, (800) 372-9378 or visit: <https://www.epa.gov/eha/about-corrective-action>.

State Priority List (SPL)

The California Department of Toxic Substances Control's (DTSC's) database EnviroStar, is an online search tool for identifying sites that are known to be contaminated with hazardous substances as well as sites where further studies may reveal problems. EnviroStar is used primarily by DTSC's staff as an informational tool to evaluate and track activities at sites that may have been affected by the release of hazardous substances. For the purpose of this section, Disclosure Source includes sites listed in the Cleanup Sites program of EnviroStar.

For more information on a specific site contact: The California Department of Toxic Substances Control, 1001 I Street, Sacramento, CA 95814, (916) 323-3400 or visit: <http://www.envirostar.dtc.ca.gov/publicsearch.asp?topic=Tree>.

Category B: Sites With Potential Environmental Concerns

Treatment, Storage, Disposal, Generators (TSDG)

The Resource Conservation and Recovery Act Information (RCRAInfo) is a national program management and inventory system about hazardous waste handlers. In general, all generators, transporters, treaters, storers, and disposers of hazardous waste are required to provide information about their activities to regulatory environmental agencies. These sites are facilities that treat, store, dispose of or generate hazardous materials.

Specific questions regarding a particular site should be addressed to: The United States Environmental Protection Agency, Regional Main Office, 75 Hawthorne Street, San Francisco, California, 94105, (800) 372-9378 or visit: <https://echa.epa.gov/facilities/facility-search>.

Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS)

The Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) is a database of potential and confirmed hazardous waste sites at which the EPA Superfund program has some involvement. It contains sites that are either proposed to be or are on the National Priorities List (NPL) as well as sites that are in the screening and assessment phase for possible inclusion on the NPL. Disclosure Source gathers data from the EPA's Superfund Enterprise Management System (SEMS).

For further information on sites found within this database, please contact: The United States Environmental Protection Agency, Regional Main Office, 75 Hawthorne Street, San Francisco, California, 94105, or the Superfund Information Center at (800) 424-9346 or visit: <https://www.epa.gov/eha/about-corrective-action>.

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No Further Remedial Action Planned (NFRAP)

CERCLIS sites that to the best of EPA's knowledge, assessment has been completed and it has been determined that no further steps will be taken to list these sites on the National Priorities List (NPL). This decision does not necessarily mean that there are no hazards associated with a given site; it only means that, based upon available information, the location is not judged to be a potential NPL site.

Additional information is available from: The United States Environmental Protection Agency, Regional Main Office, 75 Hawthorne Street, San Francisco, California, 94105. (866) 372-9378. Archived site status reports can be downloaded at: <https://www.epa.gov/epaosper/505/505-6-archived-site-inventory>

Leaking Underground Storage Tank (LUST)

The State Water Resources Control Board maintains a database of sites with leaking underground storage tanks. Leaking underground storage tanks are a major source of soil and ground water contamination. It is noteworthy to report the fact that leaking tank information is rarely removed from the State Water Resources Control Board's Underground Storage Tank database.

For further information concerning leaking tanks, contact: The State of California Environmental Protection Agency State Water Resources Control Board, Office of Underground Storage Tanks, 1001 J Street, Sacramento, CA 95814, (916) 341-5851 or visit: <https://waterwatch.waterboards.ca.gov/leak.asp>

Solid Waste Landfills, Tire Disposal Centers, or Transfer Stations (SWLF)

Sites classified as Solid Waste Landfills include: landfills (both active and inactive), incinerators, transfer stations, recycling centers, and other facilities where solid waste is treated or stored. The California Integrated Waste Management Board maintains a database on solid waste facilities, operations, and disposal sites throughout the state of California referred to as the Solid Waste Information System (SWIS).

For further information pertaining to Solid Waste Landfills, contact: The State of California, Integrated Waste Management Board, 3500 Cal Center Drive, Sacramento, California 95826. (916) 341-0002 or visit: <https://www2.calrecycle.ca.gov/Search/> or <https://waterwatch.waterboards.ca.gov/swis/swis.asp>

Disclosure Source also includes sites listed in the Hazardous Waste Facilities program of DTSC's EnviroStar database.

For more information on a specific site contact: The California Department of Toxic Substances Control, 1001 J Street, Sacramento, CA 95814, (916) 323-3400 or visit: <https://www.cdtdsc.ca.gov/64/index.html#Section-1-00>

Category C: Sites With Registered Underground Storage Tanks

Registered Underground Storage Tanks (UST)

The State Water Resources Control Board maintains a database of sites with registered underground storage tanks.

For further information concerning underground storage tanks, contact: The State of California Environmental Protection Agency State Water Resources Control Board, Office of Underground Storage Tanks, 1001 J Street, Sacramento, CA 95814, (916) 341-5851 or visit: <https://waterwatch.waterboards.ca.gov/leak.asp>

Potential Status Field Definitions:

Abandoned: A site that has ceased accepting waste but is not closed pursuant to applicable statutes, regulations and local ordinances in effect at that time, and where there is no responsible party as determined by the local enforcement agency and board.

Absorbed: An operational status used only when existing facilities (permitted facilities) are being combined into a single.

Active: Identifies that an investigation and/or remediation is currently in progress and that DTSC is actively involved, either in a lead or support capacity. Or a facility/operation currently accepting, handling, processing, or disposing waste.

ACW (Asbestos Containing Waste) Disposal Site: A solid waste landfill that accepts asbestos containing waste.

Backlog: Identifies non-active sites which DTSC is not currently investigating or remediating. These sites generally become active when staff and/or financial resources are available. Priorities for placing a site on backlog status versus active are based on the degree of long-term threat posed by the property. Before placing a property on backlog status, DTSC considers whether interim actions are necessary to protect the public and the environment from any immediate hazard posed by the property. Often there are no parties available to fund the full cleanup of these properties.

Border Zone/Haz Waste Property (BZP/HWP): Identifies properties that went through the Border Zone Property or Hazardous Waste Property process of evaluation. Potential Border Zone properties are located within 2,000 feet of a significant disposal of hazardous waste. Hazardous Waste Property facilities/sites have a significant disposal of hazardous waste.

Case Closed: The Regional Board and the Local Agency have determined that no further work is necessary at the site.

Certified: Identifies completed sites with previously confirmed release that are subsequently certified by DTSC, as having been remediated satisfactorily under DTSC oversight.

Certified Operation & Maintenance: Identifies sites that have certified cleanups in place but require ongoing Operation and Maintenance (O&M) activities. The Certified O&M status designation means that all planned activities necessary to address the contamination problems have been implemented. However, some of these remedial activities (such as pumping and treating contaminated groundwater) must be continued for many years before complete cleanup will be achieved. Prior to the Certified O&M designation, all institutional controls (e.g., land use restrictions) that are necessary to protect public health must be in place.

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Clean closed: A solid waste disposal site that has documentation of the removal of solid waste on file with the Board. When a site is clean closed, the site is considered to cease to exist as a solid waste disposal site, but reports are kept to document the status of the site.

Closed: A solid waste facility, site or operation that has ceased accepting, handling, or disposing of waste (and is not inactive) and/or has documentation that closure was conducted in accordance with applicable statutes, regulations, and local ordinances in effect at the time.

Closing: A site that has ceased accepting waste and is undergoing closure consistent with an approved final closure plan. Closing applies to landfills or disposal sites undergoing closure operations pursuant to closure plan development and implementation up to certification of closure.

Completed - Case Closed: A closure letter or other formal closure decision document has been issued for the site.

Completed - Case Closed/No Monitoring: A land disposal site that ceased accepting waste and was closed in accordance with applicable statutes, regulations, and local ordinances in effect at time of closure. The land disposal site was monitored for at least thirty years and Water Board staff has determined that wastes no longer pose a threat to water quality.

Excluded: A waste site that does not meet the definition of a major or minor waste treatment facility.

Deleted: Deleted from the Final NPL.

Final: Currently on the Final NPL.

Hazardous Waste Border Zone Property (HWP/BZP): Potential Border Zone properties are located within 2,000 feet of a significant disposal of hazardous waste, and hazardous waste property sites having significant disposal of hazardous waste.

Hazardous Waste Disposal Land Use (NOT BZP/HWP): Identifies facilities/sites that went through the Hazardous Waste or Border Zone Property process and entered into voluntary deed restrictions, but were not formally designated as either a "Border Zone" or "Hazardous Waste Property".

Inactive - Action Required: Identifies non-active sites where, through a Preliminary Remediation Assessment (PEA) or other evaluation, DTSC has determined that a removal or remedial action or further extensive investigation is required.

Inactive - Needs Evaluation: Identifies non-active sites where DTSC has determined a PEA or other evaluation is required.

No Action Required: Identifies sites where a Phase I Environmental Assessment was completed and resulted in a no action required determination.

No Further Action: Identifies completed sites where DTSC determined after investigation, generally a PEA (an initial assessment), that the property does not pose a problem to public health or the environment.

Non-Operating: A Treatment, Storage, Disposal or Transfer Facility (TSDF) with no operating hazardous waste management unit(s).

Non-Operating Permit: A facility that has received a hazardous waste facility permit, but, has no hazardous waste management operating unit (s). This could be a post-closure permit.

Not Currently Regulated: Never regulated by the Board or no longer subject to the Board's regulation. In the case of waste treatment, storage, or transfer facilities that have reduced the fire count to under 500.

Not Proposed: Not on the NPL.

Not Reported: The status was not reported by the Lead Agency.

Open - Assessment & Interim Remedial Action: An "interim" remedial action is occurring at the site AND additional activities such as site characterization, investigation, risk evaluation, and/or site conceptual model development are occurring.

Open - Eligible for Closure: Corrective action at the site has been determined to be completed and any remaining petroleum constituents from the release are considered to be low threat to Human Health, Safety, and the Environment.

Open - Inactive: No regulatory oversight activities are being conducted by the Lead Agency.

Open - Remediation: An approved remedy or remedies has/have been selected for the impacted media at the site and the responsible party (RP) is implementing one or more remedy under an approved cleanup plan for the site.

Open - Closed/With Monitoring: A land disposal site that has ceased accepting waste and was closed in accordance with applicable statutes, regulations, and local ordinances in effect at time of closure.

Open - Closing/With Monitoring: A land disposal site that is no longer accepting waste and is undergoing all operations necessary to prepare the site for post-closure maintenance in accordance with an approved plan for closure.

Open - Inactive: A land disposal site that has ceased accepting waste but has not been formally closed or is still within the post closure monitoring period.

Open - Operating: A land disposal site that is accepting waste.

Open - Proposed: A land disposal site that is in the process of undergoing the permit process from several agencies.

Open - Site Assessment: Site characterization, investigation, risk evaluation, and/or site conceptual model development are occurring at the site. Examples of site assessment activities include, but are not limited to, the following: 1) identification of the contaminants and the investigation of their potential impacts; 2) determination of the threat/impacts to water quality; 3) evaluation of the risk to humans and ecology; 4) delineation of the nature and extent of contamination; 5) delineation of the contaminant plume(s); and 6) development of the Site Conceptual Model.

Open - Verification Monitoring: Remediation phases are essentially complete and a monitoring/sampling program is instituting to confirm successful completion of cleanup at the site. (e.g. No "active" remediation is considered necessary or no additional "active" remediation is anticipated as needed. Active remediation system(s) has/have been shut-off and the potential for a rebound in contaminant concentrations is under evaluation).

Operating: A Treatment, Storage, Disposal or Transfer (TSDF) Facility with an operating hazardous waste management unit(s).

Part of NPL: Site is Part of a NPL Site.

Permitted: Indicates that a facility or site hold a solid waste facility permit.

Planned: A facility in the planning stages. It may be awaiting a permit and not yet accepting waste or it may be permitted but not yet constructed or accepting waste.

Pollution Characterization: The responsible party is in the process of installing additional monitoring wells and/or bores in order to fully define the lateral and vertical extent of contamination in soil and ground water and assess the hydrogeology of the area. This phase of work may also include performing soil gas surveys, soil gas surveys, confined ground water gradient determinations and monitoring, and assessing impacts on surface and/or ground water.

Post Remedial Action Monitoring: Periodic ground water or other monitoring at the site, as necessary, in order to verify and/or evaluate the effectiveness of remedial action.

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Pre-Title 27 CAI - Open/With Monitoring: A waste management unit that was closed, abandoned or inactive prior to November 27, 1984 (Pre-Title 27) and has monitoring data indicating the unit has the potential to adversely affect water quality. The site has been reopened (post-1984) and is under a detection monitoring program or implementing a corrective action program.

Pre-Title 27 CAI - Closed/With Monitoring: A waste management unit that was abandoned or inactive prior to November 27, 1984 (Pre-Title 27) but was not formally and completely closed. The site has the potential to adversely affect water quality and is implementing a detection monitoring program.

Pre-Title 27 CAI - Closed/No Monitoring: A waste management unit that was abandoned or inactive (CAI) prior to November 27, 1984 (Pre-Title 27) but was not formally and completely closed and is not implementing a monitoring program. The unit has the potential to adversely affect water quality.

Pre-Title 27 CAI - Completed - Case Closed/No Monitoring: A waste management unit that was formally and completely closed prior to November 27, 1984 (Pre-Title 27) in accordance with applicable statutes, regulations and local ordinances in effect at time of closure. The unit does not pose a threat to water quality.

Preliminary Endangerment Assessment: An assessment of information about a site and its surrounding area. A Preliminary Assessment is designed to determine whether a site poses a threat to human health and the environment or if it does pose a threat, whether the threat requires further investigation. Generally includes historical review of documents and may include limited sampling of a site.

Preliminary Site Assessment Underway: Implementation of a work plan addressing the Preliminary Site Assessment Work Plan.

Preliminary Site Assessment Work Plan Submitted: A work plan/proposal has been requested of, or submitted by, the responsible party in order to determine whether groundwater has been, or will be, impacted as a result of a release from any underground tanks or associated piping. This phase of work usually includes plans for the installation and sampling of monitoring wells, soil boring sampling, additional soil excavation and disposal or treatment of contaminated soil.

Proposed: Proposed for NPL, or a facility or operation that is in the planning and development phase and is not yet operational.

Referred: 1248 Local Agency: Identifies sites that were referred to a local agency (through the 55-1248 determination process) to supervise the cleanup of a single waste release.

Referred: EPA: Identifies sites that, based on limited information available to DTSC, appear to be more appropriately addressed by the United States Environmental Protection Agency (U.S. EPA).

Referred: RWMB: Identifies sites that, based on limited information available to DTSC, appear to be more appropriately addressed by the California Integrated Waste Management Board (RWMB).

Referred: Other Agency: Identifies sites that, based on limited information available to DTSC, appear to be more appropriately addressed by another state or local environmental regulatory agency.

Referred: RCRA: Identifies sites that, based on limited information available to DTSC, appear to be more appropriately addressed by DTSC's Hazardous Waste Management Program and are identified as Resource Conservation and Recovery Act (RCRA).

Referred: RWQCB: Identifies sites that, based on limited information available to DTSC, appear to be more appropriately addressed by the California Regional Water Quality Control Boards (RWQCBs).

Remedial Action: Implementation of corrective action plan.

Remediation Plan: A remediation plan has been submitted evaluating long term remediation options (or corrective actions). A proposal and implementation schedule for an appropriate remediation option has also been submitted. This phase of work may also include preparing and submitting the necessary information for any permits needed prior to implementation of the plan.

Removed: Removed from Proposed NPL.

Reopen Previously Closed Case: Previously closed cases may be re-opened by the Lead Agency because of new information, a change in site conditions, or other factors such as negative test results during post remedial action monitoring.

Revoked: Permit has been taken back (nullified) by the enforcement agency.

Surrendered: The voluntary relinquishment of a permit by the operator to the enforcement agency.

Suspended: Indicates that the facility, operation or site never had or does not have a Solid Waste Facility Permit.

To Be Determined: There is presently not enough information to determine a Regulatory Status or Operational Status. This information may be gathered as part of the Site Investigation Process (SIP) which includes completion of the Site Identification form and Site Assessment form or further investigation by the enforcement agency. Additionally, the operational or regulatory status may be pending permit action, enforcement action, or ongoing investigation.

Unknown: Insufficient information.

Unpermitted: Indicates that the facility, operation or site never had or does not have a Solid Waste Facility Permit.

Voluntary Cleanup: Identifies sites with active confirmed or unconfirmed releases, and the project proponents have requested that DTSC oversee evaluation, investigation, and/or cleanup activities and have agreed to provide coverage for DTSC's costs.

Un-Locatable Sites

For reporting purposes, these potential hazard sites from any of the three categories are missing certain pieces of relevant data, such as: street addresses, zip codes, city or county information. This may be the result of limited governmental records or data. While the site may in fact exist, the absence of accurate (or missing) information may cloud the ability to determine the property's actual distance in relation to the subject property on a map. If seller or seller's agent has actual knowledge of site(s) with possible contamination or other sensitive environmental impacts not listed in this report, written notification should be provided to the buyer and buyer's agent.

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NOTICES AND ADVISORIES

TRANSFER FEE NOTICE

This is commonly known as a "Private Transfer Tax". It is a fee imposed by a private entity such as a property developer, home builder, or home owner association, when a property within a certain type of subdivision is sold or transferred. A private transfer fee may also be imposed by an individual property owner. Private transfer fees are different from city or county Documentary Transfer Taxes. Private Transfer Fees may apply in addition to government Documentary Transfer Taxes that are due upon sale or transfer of the property.

California Civil Code Section 1102 defines a "Transfer Fee" as "any fee payment requirement imposed within a covenant, restriction, or condition contained in any deed, contract, security instrument, or other document affecting the transfer or sale of, or any interest in, real property that requires a fee to be paid as a result of transfer of the real property." Certain existing fees such as government fees, court ordered fees, mechanic lien fees, common interest development fees, etc. are specifically excluded from the definition of "Transfer Fee".

To determine if the property is subject to a Transfer Fee, OBTAIN COPIES OF ALL EXCEPTIONS LISTED ON THE PRELIMINARY TITLE REPORT FROM THE TITLE COMPANY AND READ THEM TO DETERMINE IF ANY TRANSFER FEES ARE APPLICABLE. Please be aware that private transfer fees may be difficult to identify by simply reading the title report.

Effective January 1, 2008, Civil Code Section 1102.6a requires the seller to notify the buyer of whether a private transfer fee applies and, if present, to disclose certain specific information about the fee.

Content of Disclosure: Civil Code Section 1102.6a requires the seller to disclose specific information about any Transfer Fee that may affect the property. Please refer to the legal code or to the C.A.R. Form NTF ("107"), provided by the California Association of Realtors, for a standard format to use in making the Transfer Fee Disclosure if you elect to investigate and make this disclosure personally.

How to Determine the Existence of a Transfer Fee: If a Transfer Fee does exist affecting the property, the document creating the fee may be on file with the County Recorder as a notice recorded against the property and should be disclosed in the preliminary title report on the property. However, the preliminary title report will merely disclose the existence of the documents affecting title, not the content of the documents. The title of a document may also not be sufficient to disclose that a transfer fee is included in its terms. Accordingly seller should: (a) request the title company which issued the preliminary title report to provide copies of the documents shown as "exceptions" and (b) review each document to determine if it contains a transfer fee.

NOTICE OF YOUR "SUPPLEMENTAL" PROPERTY TAX BILL

California Civil Code Section 1102.6c states that the seller, or his or her agent, is responsible for delivering a notice specifying information about supplemental tax assessments.

"California property tax law requires the Assessor to revalue real property at the time the ownership of the property changes. Because of this law, you may receive one or two supplemental tax bills, depending on when your loan closes. The supplemental tax bills are not mailed to your lender. If you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the tax collector. If you have any question concerning this matter, please call your local tax collector's office."

TOXIC MOLD NOTICE (PURSUANT TO THE "TOXIC MOLD PROTECTION ACT OF 2001")

The seller, or lessor of residential, commercial or industrial property, or a public entity that owns, leases, or operates a building should provide a written disclosure to prospective purchasers, prospective tenants, renters, or occupants if the seller, lessor or public entity has knowledge of mold conditions or in specified instances has reasonable cause to believe that mold (visible or hidden) that exceeds permissible exposure limits is present that affects the unit or building. The State Department of Health Services is designated as the lead agency for identifying, adopting, and determining permissible exposure limits to mold in indoor environments, mold identification and remediation efforts.

PUBLICATIONS PROVIDING INFORMATION ON TOXIC MOLD AVAILABLE ON THE INTERNET:

- Mold in My Home: What Do I Do?
- Stachybotrys Chartarum (aka) - A mold that may be found in water-damaged homes
- Fungi - and Indoor Air Quality
- Health Effects of Toxin-Producing Molds in California
- Mold Remediation in Schools and Commercial Buildings
- Biological Pollutants in Your Home

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Immunization/Pages/Mold.aspx> <https://www.eia.gov/mold/>

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GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES NOTICE

The following notice is provided to the buyer(s) of real property regarding information about the general location of gas and hazardous liquid transmission pipelines.

NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES

This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) internet Web site maintained by the United States Department of Transportation at <https://onmaps.dot.gov/DataViewer/>. To seek further information about possible transmission pipelines near the property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS internet Web site.

Gas and hazardous liquid pipelines of any size pose a potential risk to life, property and the environment if damaged or punctured. In addition, precise locations of larger gas transmission pipelines are restricted by Federal Homeland Security policies. Additional information relating to other types and sizes of pipelines and other underground utility infrastructures may be available from local pipeline operators such as:

PG&E: <https://www.pge.com/hazardousmaterials/>; San Diego Gas & Electric: <https://sdge.com/safety/gas-safety/natural-gas-safety-map>; Sacramento Municipal Utilities District: <https://www.smutd.com/en/Our-Community/Safety/Tips&Equipment&Lines>; Southern California Gas: <https://www.socalgas.com/safety/safety-pipeline-and-storage-safety/natural-gas-pipeline-map>. You may want to contact your local utility provider if they are not listed above.

You should also review your Preliminary Title Report for pipelines, right-of-way (easements) and further investigate information about pipelines by contacting the owner or operator responsible for the pipelines, consider what factors, if any, are associated with the property's proximity to pipelines, and determine whether the information you receive is acceptable before you purchase. An excavation work should be done before contacting the One-Call Center (811).

FLOOD INSURANCE NOTICE

Floods can have a devastating effect on communities, causing loss of life, property damage, and loss of income, and can have an adverse effect on government functioning. As such, the federal government has designed measures that are intended to aid disaster assistance by encouraging insurance coverage for those properties in flood disaster areas.

In addition to the flood disclosure in the State Natural Hazard Disclosure, Federal law (U.S. Code Title 42, Chapter 68, subchapter II, § 5154a(b)(1)) requires a seller, no later than the date on which a property is to be transferred, to notify a buyer of the requirement to purchase and maintain flood insurance, if disaster relief assistance (including a loan assistance payment) has been previously provided on that property and such assistance was conditioned on obtaining flood insurance according to Federal law. If a buyer fails to obtain and maintain flood insurance on a property disclosed to have been in a previous federal disaster area and that received disaster relief assistance, then no Federal disaster relief assistance will be made available should that property subsequently be in a flood disaster area. If a seller fails to notify a buyer of the requirement to purchase and maintain flood insurance because of said property's inclusion in a Federal disaster area and Federal disaster relief assistance was received for that property, and the buyer does not obtain and maintain flood insurance, then should that property be damaged by a flood disaster and receive Federal disaster relief assistance, the seller will be required to reimburse the Federal Government for the amount of that assistance for that property.

State law (SSK17, Chaptered October 10, 1995) also prohibits "state disaster assistance from being provided to a person required to maintain flood insurance by state or federal law, who has cancelled or failed to maintain that coverage."

The information contained here is not intended to indicate whether a property has been in a Federal disaster area and has received Federal disaster relief assistance, but merely to indicate an additional flood insurance disclosure requirement related to future disaster relief assistance availability.

WATER-CONSERVING PLUMBING FIXTURE NOTICE

The seller of single-family residential real property built on or before January 1, 1994 shall disclose, in writing, to the prospective buyer that Section 1101.4 of the Civil Code requires that California single-family residences be equipped with water-conserving plumbing fixtures on or before January 1, 2017, and whether the property includes any noncompliant plumbing fixtures as defined in subdivision(c) of Section 1101.3.

Further, on and after January 1, 2019, a seller of multifamily residential real property or of commercial real property built on or before January 1, 1994 shall disclose to the prospective buyer, in writing, this all noncompliant plumbing fixtures in any multifamily residential real property and in any commercial real property shall be replaced with water-conserving plumbing fixtures on or before January 1, 2019, and whether the property includes any noncompliant plumbing fixtures.

For purposes of these requirements, noncompliant plumbing fixtures mean any toilet manufactured to use more than 1.6 gallons of water per flush, any urinal manufactured to use more than one gallon of water per flush, any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute, any interior faucet that emits more than 2.2 gallons of water per minute.

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REGISTERED SEX OFFENDER DATABASE NOTICE ALSO KNOWN AS "MEGAN'S LAW"

For more than 30 years, California has required sex offenders to register with their local law enforcement agencies. However, information on the whereabouts of these sex offenders was not available to the public until the implementation of the Child Molester Identification Law in July 1995. The information available was further expanded by California's Megan's Law in 1996 (Chapter 908, Stats. of 1996).

Section 2675.10a of the California Civil Code specifies notice to be provided to buyer(s) of real property of the existence of a registered sex offender database:

Notice: Pursuant to Section 260.68 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.registersex.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

The public, excluding those who have registered as sex offenders pursuant to Section 260 of the Penal Code, may search this database by a sex offender's specific name, obtain ZIP Code and city/county listings, obtain detailed personal profile information on each registrant, and use the map application to search a neighborhood or anywhere throughout the State to determine the specific location of any of those registrants on whom the law allows the State of California to display a home address.

In addition, the public may also contact the California Department of Justice, Sex Offender Tracking Program, for information on making an inquiry with the Department concerning at least six individuals as to whether any are required to register as a sex offender and subject to public notification. A fee is assessed for such inquiries, which will be deposited into the Sexual Predator Public Information Account within the Department of Justice. The contact number for the Sex Offender Tracking Program is (916) 227-4974.

METHAMPHETAMINE OR FENTANYL CONTAMINATED PROPERTY NOTICE

California law (Health and Safety Code Section 25400.28) requires property owners to notify prospective buyers in writing of any pending order that would prevent the use or occupancy of a property because of methamphetamine or fentanyl laboratory activity, and to provide the prospective buyer with a copy of the pending order. Receipt of a copy of the pending order shall be acknowledged in writing by the prospective buyer.

The "Methamphetamine or Fentanyl Contaminated Property Cleanup Act," chapter 6.5.1 specifies human occupancy standards for property that is subject to the act. These standards will be replaced by any that are devised by the Department of Toxic Substances Control, in consultation with the Office of Environmental Substances Control. In addition, this Act outlines procedures for local authorities in dealing with methamphetamine or fentanyl contaminated properties, including the use of a property lien. This notice is meant to inform prospective buyers of California disclosure law regarding methamphetamine or fentanyl lab activity, and does not indicate or imply that a particular property is or has been contaminated according to this law.

MILITARY ORDNANCE LOCATION NOTICE

California Civil Code Section 51102.15 states "The seller of residential real property subject to this article who has actual knowledge of any former federal or state ordnance locations within the neighborhood area shall give written notice of that knowledge as soon as practicable before transfer of title."

For purposes of this notice, "former federal or state ordnance locations" means an area identified by an agency or instrumentality of the federal or state government as an area once used for military training purposes, which may contain potentially explosive munitions.

"Neighborhood area" means within one mile of the residential real property.

For more information or to view the location of site(s) near a property, go to:
<https://www.usace.army.mil/missions/Environmental/FormerlyUsedOrdnanceSites.aspx>

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CALIFORNIA LAND CONSERVATION (WILLIAMSON) ACT NOTICE

The purpose of the California Land Conservation Act of 1965 (Williamson Act) is to allow local governments and private landowners to enter voluntarily into contracts to restrict the use of parcels of land of no less than 100 acres to agricultural and open space use. The landowner receives compensation for the land use restrictions in the form of reduced property tax assessments which are much lower than normal because they are based upon farming and open space uses as opposed to full market value.

A Williamson Act contract is initially for a minimum term of ten years but local jurisdictions have the option to increase the initial term up to twenty years. Williamson Act contracts run with the land and are binding on all subsequent landowners. The contract is automatically extended by one year after the tenth and subsequent years unless a request for non-renewal is filed by either party. A request for non-renewal begins a 9 year term during which the tax assessments gradually increase to the full fair market value at which time the contract is terminated. The use of the property will then be controlled by the local jurisdiction's use and zoning laws.

Williamson Act contracts can be canceled only by the landowner's petition; however the minimum penalty for canceling a contract is 12.5 percent of the unrestricted, fair market value of the property. To approve a tentative contract cancellation, a county or city must make specific findings that are supported by substantial evidence. The existence of an opportunity for another use of the property or the uneconomic character of an existing agricultural use shall not, by itself, be a sufficient reason to cancel a contract.

There are penalties for breach of a contract, caused by the owner intentionally using the land for other than agriculture or making the land unusable for the contracted purposes. The penalties for breach of contract are as much as 25% of the unrestricted fair market value of the land rendered incompatible, plus 25% of the value of any building and any related improvements on the contracted land that cause the breach of contract. If a local jurisdiction allows a contract to be canceled and the State determines that there is a breach of contract, the penalties may be reduced, but not to less than 12.5% of the value of the land.

Contact the planning department to obtain information on requirements for entering into a Williamson Act contract and the uses allowed. Local government uniform rules and the specific Williamson Act contract can be more restrictive than the Williamson Act Government Code provisions.

For more information contact the Department of Conservation, Division of Land Resource Protection at 916-324-0850 or visit its website <https://www.conservation.ca.gov/dlrp/>.

MUDSLIDE / DEBRIS FLOW ADVISORY

Wildfires dramatically alter the terrain and ground conditions. Post wildfire rainstorms can produce dangerous flash floods, mudslides, and debris flows. These events are a threat to property located within or along an area which has experienced a recent wildfire.

This advisory is provided to simply inform you about the US Geological Survey's maps that estimate the probability and volume of debris flow that may be produced by a storm in a recently burned area. They are available at:

[www.usgs.gov/natural-hazards/landslide-hazards/science/emergency-assessment-post-fire-debris-flow-hazards?](https://www.usgs.gov/natural-hazards/landslide-hazards/science/emergency-assessment-post-fire-debris-flow-hazards?qt-science_center_objects=0#qt-science_center_objects)

[qt-science_center_objects=0#qt-science_center_objects](https://www.usgs.gov/natural-hazards/landslide-hazards/science/emergency-assessment-post-fire-debris-flow-hazards?qt-science_center_objects=0#qt-science_center_objects)

There may be additional or updated maps and resources available. To seek further information about possible mudslide and debris flow areas that may affect the property, contact the County Planning Department.

OIL, GAS WELLS & METHANE ADVISORY

California's oil and gas production has been in decline since the 1980's and wells, many of which were drilled at the turn of the past century, have been shut down or improperly abandoned. Such wells are often found when they begin to leak oil, natural gas (methane), or water. Building construction in the past several years has expanded into areas where wells were once, or are, active. Buyer should be aware that wells may exist on or near any property and new construction may also be restricted in the vicinity of wells. The California Division of Oil, Gas and Geothermal Resources administers the program to properly abandon wells. Abandoned or active oil wells, areas containing petroleum deposits, oil fields, landfills, and gas storage facilities could present risks and safety hazards to life, health, and natural resources. Risks could include, but are not limited to, soil and ground water contamination, physical safety hazards to humans and animals, fire hazards, oil and methane seeps, and air quality problems.

Migration of methane gas into areas containing impermeable surfaces (i.e. concrete, pavement, basements, etc) can trap the gas, resulting in the accumulation of high concentrations. Although natural methane gas is relatively harmless, high concentrations of it can be hazardous due to its highly combustible chemical composition, as well as its ability to displace oxygen. Properties located in a methane zone may be required to undergo testing and mitigation. Disclosure Source recommends that the buyer contact the local Planning, Building and Safety Department to ascertain what previous measures, if any, might have been taken to properly vent the area and what considerations might apply regarding building permits or renovations. For more information and maps visit

<https://www.conservation.ca.gov/CalGEM/>.

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HABITAT SENSITIVITY AREA / ENDANGERED SPECIES ADVISORY

The California Endangered Species Act, Fish and Game Code, section 2051, states that there are certain species of fish, wildlife and plants that are in danger of, or threatened with, extinction because their habitats are being threatened, destroyed or adversely modified. Legislation declares that landowner cooperation is essential for conservation on those lands that have been identified as a habitat for endangered or threatened species. According to Section 2052.1 of the Fish and Game Code, if a person needs to address mitigation measures in relation to a particular impact on a threatened species then those measures will be roughly proportional to the impact that the person has on those species. Disclosure Source recommends the buyer contact the local planning department and the California Department of Fish & Wildlife to ascertain what, if any, considerations might be involved as a result of being in or nearby habitat sensitive areas. Additional information is available at <https://www.wildlife.ca.gov/Conservation/CESA>.

NATURALLY OCCURRING ASBESTOS ADVISORY

Asbestos is the common name for a group of silicate minerals that are made of thin, strong fibers. It occurs naturally in certain geologic settings in California, most commonly in ultrabasic and ultramafic rock, including serpentinite rock. These rocks are commonly found in the Sierra Foothills, the Klamath Mountains, Coast Ranges, and along some faults. While asbestos is more likely found in these rock formations, its presence is not certain. Because asbestos is a mineral, asbestos fibers are generally stable in the natural environment. The fibers will not evaporate into the air. Some naturally occurring asbestos can become friable, or crushed into a powder. This may occur when vehicles drive over unpaved roads or driveways that are surfaced with ultrabasic, ultramafic, or serpentinite rock when land is graded for building purposes or at quarrying operations. Weathering and erosion may also naturally release asbestos. Friable asbestos can become suspended in the air, and under these conditions, asbestos fibers represent a significant risk to human health. Asbestos is a known carcinogen, and inhalation of asbestos may result in the development of lung cancer. Disclosure Source recommends that the buyer visit this website for further information and maps at: https://www.asbestos.gov/resources/asbestos-faq_end_web.pdf.

RADON ADVISORY

Radon is a colorless, odorless radioactive gas that is produced by the natural decay of uranium, which is found in nearly all soils and rocks. Radon can seep from the ground into the air in a property through openings in the ground, and its presence increases the risk of lung cancer. Radon levels are variable and may be influenced by not only geology, but also soil permeability, weather and climate conditions, building design, condition and usage. The Environmental Protection Agency (EPA) has produced a map that assigns one of three zone designations to each county based on radon potential and each zone designation reflects the average short-term radon measurement that can be expected to be measured in a building without the implementation of radon control methods. That map is not meant to be used to determine whether a particular property should be tested for radon, but is used to assist various government agencies and organizations in focusing their radon program resources. Properties with high levels of radon have been found in all zones. Long-term (up to one year) measurement is generally recommended for the most accurate determination of radon levels. Radon testing is affordable and easily done. Test kits are available at the California Department of Public Health website at <https://www.cdph.ca.gov/Programs/CCDCDC/DCDC/Pages/EM06RadonRadon-Testing.aspx>.

The EPA recommends all structures should be tested for radon, regardless of geographic location or zone determination. If the radon level is greater than 4 picocuries per liter of air (pCi/L), the EPA suggests remediation. Additionally, the California Department of Conservation publishes Radon Zone areas where geologic conditions are likely to produce high, moderate, or low potential indoor radon levels above 4 pCi/L. Those maps are available at <https://www.cdc.gov/radon/radon-frequently-asked-questions>.

GOVERNMENTAL GUIDES: "RESIDENTIAL ENVIRONMENTAL HAZARDS: A GUIDE FOR HOMEOWNERS, HOMEBUYERS, LANDLORDS AND TENANTS", "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" PUBLISHED BY THE ENVIRONMENTAL PROTECTION AGENCY CONTAINING IMPORTANT INFORMATION REGARDING ENVIRONMENTAL HAZARDS LOCATED ON AND AFFECTING RESIDENTIAL PROPERTY. AVAILABLE FOR DOWNLOAD AT <https://www.disclosuresource.com/downloads.aspx> AND <https://www.disclosuresource.com/downloads/lead.aspx>.

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SAN FRANCISCO BAY CONSERVATION AND DEVELOPMENT COMMISSION JURISDICTION

Concern for the future of San Francisco Bay prompted the California Legislature to create the San Francisco Bay Conservation and Development Commission (BCDC) in 1962. This 27-member commission is made up of appointees from various local governments and state and federal agencies.

California Civil Code Section 1103.4(a) requires sellers and/or their agent(s) to disclose to prospective buyers written notice if the property is located within the jurisdiction of the San Francisco Bay Conservation and Development Commission, and if so, accompanied by the following notice:

Notice of San Francisco Bay Conservation and Development Commission Jurisdiction

This property is located within the jurisdiction of the San Francisco Bay Conservation and Development Commission. Use and development of property within the commission's jurisdiction may be subject to special regulations, restrictions, and permit requirements. You may wish to investigate and determine whether they are accessible to you and your intended use of the property before you complete your transaction.

The BCDC specifically notes that there are no official maps that outline the jurisdiction of the BCDC, including those maps in the San Francisco Bay Plan or other BCDC documents. According to the BCDC website,

The Commission's jurisdiction is loosely delineated by California statute and is determined and implemented only by the Commission's review of applications, permits and violations, on a case-by-case basis. Therefore, you must contact the Commission in order to determine if a project falls within its jurisdiction.

Thus, although information is available on the BCDC website at www.bdcrc.org, the BCDC is stating that such information should not be relied upon for jurisdiction questions. Furthermore, THE INFORMATION PRESENTED HERE IS NOT TO BE RELIED UPON TO DETERMINE IF A PROPERTY IS WITHIN BCDC JURISDICTION AND THE ACCOMPANYING NOTICE OF INCLUSION IN BCDC JURISDICTION, IF SO LOCATED, IS NOT INCLUDED IN INFORMATION PROVIDED BY THE COMPANY.

IN ORDER TO OBTAIN THE CASE-BY-CASE INFORMATION REGARDING WHETHER THE SUBJECT PROPERTY IS WITHIN THE BCDC JURISDICTION, YOU SHOULD CONTACT THE BCDC DIRECTLY. THE TELEPHONE NUMBER FOR THE BCDC IS (415) 352-3650.

The responsibilities of the BCDC include regulating all filling and dredging in the Bay and the Bay system, including sloughs and certain creeks and tributaries, as well as salt ponds and other areas diked-off from the Bay; protection of the Suisun Marsh; regulating development near the Bay; overseeing shoreline usage; and working in conjunction with state and federal activities for effective protection and use of the Bay.

According to the Commission website, it should be contacted for projects involving any kind of fill, extraction of materials, development, redevelopment, repair, dredging, or change in use in any area subject to tidal action in or around San Francisco Bay, South San Francisco Bay, San Pablo Bay, Suisun Marsh, and the Carmichael Canal, including all tidal sloughs, wetlands, creeks and rivers, marshlands, salt ponds, managed wetlands, the shoreline band, and the Priority Use Areas described in the Bay Plan. Projects in these areas may require a permit according to State law, and violations of State law may result in civil and criminal penalties.

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DISCLAIMERS

ACCEPTANCE OR USE OF THIS REPORT BY ANY PERSON CONSTITUTES AN AGREEMENT TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS, AND LIMITATIONS OF LIABILITY, STATED HEREIN.

THIS AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS AND LIMITATIONS ON LIABILITY, IS MADE REGARDLESS OF WHETHER THE PERSON ACCEPTING OR USING THE REPORT PAID FOR OR ORDERED THE REPORT.

THIS REPORT IS NOT A WARRANTY OR A POLICY OF INSURANCE

TERMS AND CONDITIONS

1. Recipient(s) Defined

"Recipient(s)" shall mean and refer to transferor(s)/seller(s), transferee(s)/buyer(s), and their respective agent(s)/broker(s) who access a copy of this Report.

2. Report Defined

"Report" shall mean and refer to any disclosure Report prepared by Disclosure Source and made available to the Recipient(s), whether the Report is provided as a hard copy, via email, or accessed via <https://www.DisclosureSource.com>.

3. No Third Party Reliance

The information contained in this Report is intended for the exclusive benefit and use of the Recipient(s). No person other than the Recipient(s) should rely upon, refer to, or use this Report, or any information contained within this Report, for any purpose. Disclosure Source expressly disclaims all liability, including liability for breach of contract and negligence, to persons other than Recipient(s). The disclosures contained in this Report "shall not be used by any other party, including, but not limited to, insurance companies, lenders, or governmental agencies, for any purpose." California Civil Code section 1102.2(g).

4. Seller's and Seller's Agent's Independent Disclosure Obligations

Seller(s) and their agent(s) are independently required to make certain statutory disclosures of all material facts about the subject property within their actual knowledge. This Report does not alter, change, impact, affect, or replace seller or seller's agent's independent disclosure obligations. Disclosure Source acknowledges that there may be other disclosures required under applicable state law and/or within seller's and seller's agent's actual knowledge, and Disclosure Source makes no representations as to the adequacy or accuracy of any other representations or disclosures made under applicable state law.

5. Explanation of Services and Limitations

(a) Statutory and Local/Supplemental Disclosures, Notices and Advisories

The purpose of the Disclosure Report is to assist the Recipient(s) in notifying the prospective buyer whether the property is located in any of six statutorily defined natural hazard areas. Disclosure Source has also obtained maps that are both official and publicly available from city, county, and state sources which supplement this natural hazard information.

Disclosure Source is also providing disclosures, notices and advisories on potentially hazardous conditions or occurrences that may affect the subject property. These additional disclosures, notices and advisories are either required by the California Civil Code, local ordinance, or the information is readily available. Disclosure Source recommends contacting the local building and planning departments prior to the transfer to help ascertain what, if any, additional requirements there might be for construction or renovation, and building code requirements for this property. Disclosure Source has not performed a visual or physical inspection of the property. This Report is not a substitute for a visual or physical inspection of the property or a geologic or engineering study. Disclosure Source assumes no responsibility for any costs or consequences, direct or indirect, arising due to the need, or the lack of need, for earthquake insurance, fire insurance or flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for flood hazard insurance.

In order to prepare this Report, either the seller (or his/her agent) or the buyer (or his/her agent) supplied Disclosure Source with the Assessor's Parcel Number ("APN") for the subject property. Disclosure Source has not verified the accuracy of the APN. This Report was prepared based upon such APN, and shall not, and does not, include any property beyond the boundaries of the subject property identified by such APN, including but not limited to, any common interest areas, structures (whether located on the subject property, or not), easements, or any right, title, interest, estate, or easement in any abutting streets, roads, alleys, lanes, ways, or overways.

Disclosure Source shall not be responsible or liable for any losses, liabilities or damages resulting from an incorrect APN. No determination is made and no opinion is expressed, or intended, by this Report concerning whether the subject property is comprised of legal lots in conformance with the California Subdivision Map Act. If the subject property is part of a condominium project, planned unit development, or other properties with a common or undivided interest area, the Report may indicate that the subject property is within the natural hazard zone if any portion of the common or undivided interest area is within the reported natural hazard zone. In preparing this Report, Disclosure Source has reviewed and relied upon the statistics identified and has reviewed the records referred to in each determination.

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(b) Tax Information, if included in the report:

California Civil Code requires that the seller of certain real property determine from local agencies whether the property is subject to a Mello-Roos Community Facilities Act and Special Tax Assessment, and if so, deliver notice of such special tax assessment(s) to the prospective buyer. The purposes of the Special Tax and Assessment Section are to (a) make preliminary determinations regarding whether secured tax rolls contain Mello-Roos Community Facilities District Special Taxes or Improvement Bond Act of 1975 Lien Assessments against the subject property; and (b) assist the seller in fulfilling his/her duty to comply with California Civil Code Section 1102.6b.

When preparing the Special Tax and Assessment Section, the Company reviewed county tax records and other official and third party resources to determine whether, according to those records, the property is subject to a Special Tax pursuant to the Mello-Roos Community Facilities Act or a Special Assessment pursuant to the Improvement Bond Act of 1975. Only assessments that were levied against the property at the time the Company obtained the tax records are disclosed. No study of the public records was made by the Company to determine the presence of any other tax or assessment, items not yet levied on the tax bill, items not appearing on the tax bill because the current owner has applied for an available exemption, supplemental taxes, unsecured property taxes, and items removed from the tax bill due to a pending judicial foreclosure suit may not be reflected on this Report. The amount of the levy, ending year, and other tax information may be subject to change in the future. Tax information can vary from property to property. The tax and assessment information in this Report is for the specific time frame and property referenced and may not be used for other properties. The Company is not responsible for any changes that may occur. In some instances, including some condos, mobile homes, and new subdivisions, the tax roll data disclosed may represent the amount assessed for an entire parcel prior to subdivision of said parcel.

This Report and the above explanation of Special Tax and Assessments are intended to be general in nature and is not a substitute for a tax bill, title report or title insurance and may not be relied upon as such. If detailed information is desired, the Company recommends contacting the agency that administers the Special Tax and Assessment or retaining a professional consultant. The Company believes that the information and data contained in this Report is correct but we do not guarantee the accuracy of County records or the records of Bond Administrators from which this information is based, or except liability for future tax payments in the event the information is inaccurate, incomplete or outdated. The assessed levy amounts listed are provided by the Tax Collector's office and are accurate based on the levies listed in the identified tax record as of the beginning of the identified tax year. No determination is made and no opinion is expressed, or intended, by the Report concerning the existence of property tax liabilities, unless specifically described in the Report. The applicable county tax assessor/collector updates their Tax Assessment frequently and the Company updates their Tax Assessment information yearly. If your decision to purchase the property is based in part on information contained in this Report, the Company recommends you contact the County Tax Collector's office and the Bond Administrator to verify its accuracy.

(c) Environmental Information, if included in the report:

The environmental information (including reference aids) assist the seller(s) in satisfying their general obligations to provide information regarding the property's proximity to site(s) identified by appropriate County, State, and/or Federal Agencies' databases as possessing (either presently or historically) an environmental concern. Disclosure Source has not verified the accuracy, validity, or completeness of those lists and does not insure, warrant or guarantee that they are accurate and up to date. Disclosure Source has not performed a physical inspection of the property and the Report is not intended to be used as a preliminary site assessment or Phase I report. Disclosure Source does not make any representation as to the health hazards to humans or animals that may be associated with any of the substances that may exist at the sites or how they may affect the subject property. Disclosure Source does not report on the significance or extent of the contamination or remediation of any of the sites identified in the Agencies' databases.

8. Notice to Recipient(s)

Disclosure Source provides the Report for the benefit of all Recipient(s). Disclosure Source considers Recipient(s) to be a contracting party who is subject to the explanation of services, conditions, limitations and disclaimers herein, and by signing the Report, Recipient(s) expressly agrees to receive the services, and be bound by the conditions, limitations and disclaimers herein. This Report is for the exclusive benefit of the Recipient(s). There shall be no third party beneficiaries, and the Report may not be used in any subsequent transaction affecting the subject property or for any other real property.

7. Limitation of Liability

(a) Disclosure Source has prepared this Report solely based upon records and information provided by various governmental and private agencies. Although reasonable care has been exercised by Disclosure Source in collecting the data and information contained in the Report, Disclosure Source has assumed that these records and information are accurate and complete, and Disclosure Source has not conducted any independent verification of their accuracy or completeness. Disclosure Source shall not be liable to Recipient(s) for errors, inaccuracies or omissions in this Report if such errors, inaccuracies or omissions were based upon information contained in the public and private records used by Disclosure Source, or were known to exist by Recipient(s) at the date of delivery of the Report to Recipient(s).

(b) Disclosure Source expressly excludes from liability any disclosures or information: (i) not known to Disclosure Source, (ii) not on the maps used by Disclosure Source, (iii) not recorded in the public record as of the date it was reviewed by Disclosure Source, (iv) not included in the categories included in the Disclosure Report, (v) which would be discovered by a physical inspection of the property, (vi) known to any Recipient prior to receipt of the Report, and/or (vii) regarding the health or safety of any humans or other living things which may be associated in way with any of the disclosed hazards.

(c) Disclosure Source is not responsible or liable for the costs of investigating or remediating any of the disclosed hazards.

(d) Disclosure Source shall not be liable for any damages resulting from a Recipient's inability to access the Report.

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(e) Any website or hyperlink contained in the Report is provided for informational purposes only, and Disclosure Source is not responsible for the accuracy of any information available from or through any referenced website or hyperlink.

(f) Disclosure Source liability for any claims, or claims including but not limited to any claims for breach of contract or negligence, is limited to actual proven damages as a result of an error or omission in the Report and shall be measured by the difference between the amount paid for the property and the fair market value of the property as of the date of the Report, if and only if such difference is caused by the error or omission.

(g) Disclosure Source shall not be liable for any incidental damages, consequential damages, special damages, indirect damages, or lost profits suffered by Recipient(s).

8. FEMA Flood Determination

This Report may include a FEMA Flood Determination Certificate provided by a third-party. If such a certificate is included, Disclosure Source makes no representation or determination, or offers any opinion, as to whether flood insurance is required, whether private or offered as part of a government program, or any representation or determination of the cost of any such insurance.

9. Report is Not For Credit Purposes

The information collected and disclosed in the Report is not indicative of any person's credit worthiness, credit standing, credit score, credit capacity or any other characteristic listed in Section 1561(a) of the Fair Credit Reporting Act ("FCRA"). The Report shall not be used in any way, or for any purpose, or in any manner that would cause the Report to be construed as a "consumer report" under the FCRA or any similar State or Federal statute, rule, law or regulation.

10. Change in Information

This Report is an "AS IS" Report. Updates to the databases used in this Report are determined by the responsible agency and may be made at any time and without notice. For that reason, Disclosure Source maintains an update schedule and makes reasonable efforts to use updated information. The complexities of obtaining and adapting the data into a usable format for preparing this Report necessitate some delay once the updated information is obtained; therefore the Report may be considered accurate only as of the date when the database was last reviewed and implemented by Disclosure Source. Subsequent to Disclosure Source's acquisition of government records, changes may be made to said government records and Disclosure Source shall have no obligation to update the Report or to communicate to any Recipient(s), or any other person, any changes, acts, occurrences, circumstances or agreements occurring after the date of the Report, which render inaccurate anything contained in the Report. Disclosure Source may at its sole discretion supplement the Report. The determinations made in the Report are time-sensitive. Disclosure Source shall not be liable for any impact on the Property, or the value thereof, that any change to the government records may have. Disclosure Source is under no duty to update this Report when or if new information is released or becomes available.

11. Notice of Claim

Recipient(s) must promptly notify Disclosure Source in writing of any error or omission, and give Disclosure Source an opportunity to correct such error and omission. All notices and claims shall be addressed to Disclosure Source, Claims Department, 1850 Gateway Blvd, # 400, Concord, CA 94520. Any claim must be given promptly in writing when knowledge is acquired by any Claimant of any information which is contrary to the Disclosure Report. If a written claim notice is not given promptly to Disclosure Source, all liability of Disclosure Source shall terminate with regard to the matters for which a prompt claim notice is required, but only to the extent that the failure to give prompt written notice has prejudiced Disclosure Source.

12. Governing Law

These Terms and Conditions, and any Recipient's use of the Report shall be governed by, and construed in accordance with, the laws of the State of California.

13. Resolution of Disputes (Arbitration or Small Claims)

MANDATORY ARBITRATION. This provision constitutes an agreement to arbitrate disputes on an individual basis. **Any party may bring an individual action in small claims court instead of pursuing arbitration.**

Any claim, dispute or controversy, pursuant to contract or tort law, or otherwise, arising out of or relating to this Agreement, the Report, its issuance, its contents, the disclosure, a breach of the Agreement, any controversy or claim arising out of the transaction giving rise to this Agreement, or the relationships among the parties hereto ("Claim"), shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Consumer Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of AAA Rules and forms can be located at www.adr.org, or by calling 1-800-775-7279.

The arbitration will take place in the same county in which the property is located. This arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. By receiving this Report, and entering into this Agreement, the parties acknowledge that they are giving up the right to a jury trial, and the right to participate in any class action, private attorney general action, or other representative or consolidated action, including any class arbitration or consolidated arbitration proceeding. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this agreement to arbitrate, including any claim that all or any part of the Terms and Conditions, including this agreement to arbitrate, is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."

As noted above, a party may elect to bring an individual action in small claims court instead of arbitration, so long as the dispute falls within the jurisdictional requirements of small claims court.

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CLASS ACTION WAIVER. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

14. Severability

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

15. Complete Agreement

These Terms and Conditions constitute the single and entire integrated agreement between Disclosure Source and the Recipient(s), and supersede and replace all prior statements, representations, discussions, negotiations and agreements.

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ACKNOWLEDGEMENT FOR RECEIPT OF DISCLOSURES, NOTICES AND ADVISORIES

The seller and his or her agent(s) or a third party consultant has/has provided the following information with the knowledge that even though this is not a warranty, disclaimer (s) may rely on this information in deciding whether and on what terms to purchase the subject property. Seller hereby advises his agent(s) representing any purchaser in this state to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of this property.

THE SELLER AND HIS OR HER AGENT(S) HAVE PROVIDED THE PROSPECTIVE BUYER(S) INFORMATION FOLLOWING WITHIN THE DISCLOSURE REPORT ABOUT:

NATURAL HAZARD DISCLOSURES

IF THE PROPERTY IS LOCATED IN A COAST FLOOD, SEISMIC ZONE, OR FAULT THREAT AREA AS HEREINAFTER FROM CITY, COUNTY, STATE OR FEDERAL SOURCES:

REPORT AIRBORNE AND AIRPORT PROXIMITY

IF THE PROPERTY IS AFFECTED BY AN AIRPORT, AIRCRAFT, AND THE PROPERTY'S PROXIMITY TO AIRCRAFT LANDINGS ARE:

RIGHT TO FARM DISCLOSURE

OF THE EXISTENCE OF FARM LAND WITHIN ONE MILE OF THE SUBJECT PROPERTY.

MINING OPERATIONS DISCLOSURE

OF THE EXISTENCE OF MINING OPERATIONS WITHIN ONE MILE OF THE SUBJECT PROPERTY.

ENVIRONMENTAL INFORMATION

INFORMATION REGARDING SITE-SPECIFIC ENVIRONMENTAL CONCERNS

TRANSFER SITE NOTICE AND NOTICE OF SUPPLEMENTAL PROPERTY TAX BILL

TRANSFER SITE NOTICE AND NOTICE OF SUPPLEMENTAL PROPERTY TAX BILL

GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINE NOTICE

NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES

TOXIC WASTE NOTICE

A SELLER NOTICE OF ANY MULTI-CONDITION

FLOOD INSURANCE NOTICE

A NOTICE CONTAINING INFORMATION ABOUT FUTURE DISASTER RELIEF PARTICIPATION IN RELATION TO FLOOD DISASTER RELIEF ASSISTANCE AND FLOOD INSURANCE REDEMPTION

WATER CONSERVING PLUMBING FUTURE NOTICE

A NOTICE REGARDING THE REPLACEMENT OF NON-COMPLIANT PLUMBING FIXTURES

SEXUAL OFFENSE NOTICE

INFORMATION REGARDING PERSONS WHO ARE REQUIRED TO REGISTER WITH THE DEPARTMENT OF JUSTICE, RESULTING FROM A CONVICTION FOR A SEXUALLY BASED OFFENSE

WETLANDS AND/OR FLOODPLAIN CONTAMINATED PROPERTY NOTICE

INFORMATION ABOUT WETLANDS AND/OR FLOODPLAIN CONTAMINATED PROPERTY NOTIFICATION REQUIREMENTS

VOLUNTARY ACT NOTICE

A NOTICE REGARDING VOLUNTARY ACT IN THE STATE

WETLANDS AND/OR FLOODPLAIN NOTICE

A NOTICE REGARDING FORMERLY FLOOD FEDERAL STATE MILITARY OR NAVY OR NAVY CROWNED AREAS

OR THE POTENTIAL FOR MISSED OR DESIGN FLOOD DURING HARVESTING IN AREAS WHERE WETLANDS HAVE OCCURRED

WETLAND SENSITIVITY AND/OR SENSITIVITY AREAS NOTICE

OF THE EXISTENCE OF UNDESIGNATED AREAS AND WETLAND SENSITIVITY AREAS IN THE STATE

OR GASOLINE & PETROLEUM STORAGE

OF THE EXISTENCE OF OIL, GAS WELLS & WETLANDS IN THE STATE

NATURALLY OCCURRING HAZARDOUS WASTE

OF THE SOURCE OF INFORMATION REGARDING NATURALLY OCCURRING HAZARDOUS WASTE

RACON ADVISORY

OF THE SOURCE OF INFORMATION REGARDING RACON ZONES

SAN FRANCISCO BAY CONSERVATION AND DEVELOPMENT COMMISSION JURISDICTION

THE JURISDICTION OF THE SAN FRANCISCO BAY CONSERVATION AND DEVELOPMENT COMMISSION

THESE DISCLOSURES MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. SELLERS AND BUYERS MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

SIGNATURE AND BUYER(S) ACKNOWLEDGE RECEIPT OF THE INFORMATION REFERENCED ABOVE INCLUDED IN THIS REPORT FOR THE ABOVE DESCRIBED PROPERTY

Signature of Seller _____

Date _____

Signature of Seller _____

Date _____

Seller's Agent(s) _____

Date _____

Seller's Agent(s) _____

Date _____

Signature of Buyer _____

Date _____

Signature of Buyer _____

Date _____

Exhibit F

LIST OF PRE-APPROVED TESTS AND INSPECTIONS

Under Investigative Agreement Executed 8.18.2020

1. Vacuum Excavation of Proposed Potholes compiled by contractor Ghilotti Bros, Inc and HGSF.
2. Geotechnical Borings & Investigation
 - Miller Pacific, Geotechnical Report, 1.6.2020

Studies performed under the general scope of the MOU.

1. Arcadis, Phase I ESA Jan 2021, Revised 6.21.21
2. Arcadis, Limited Soil Sampling, Memo 7.16.21
3. LSA, Cultural Resources Study, 1.12.21
4. WRA, Jurisdictional Delineation Report, Oct 2020
5. WRA, Biological Resources Assessment, Oct 2020, Revised May 2021

Attachment 4

Tribal Notification Letters and NAHC Request



**Pacific Gas and
Electric Company®**

Pacific Gas and Electric Company
P.O. Box 770000
San Francisco, CA 94177-1490

August 25, 2022

**VIA USPS CERTIFIED
MAIL DELIVERY**

Federated Indians of Graton Rancheria
Greg Sarris, Chairperson
6400 Redwood Drive, Suite 300
Rohnert Park, CA, 94928

Re: Notice of Proposed Real Property Disposition – 8161 Redwood Blvd, Novato

Dear Tribal Leader:

We are writing to notify you about real estate that PG&E is donating, located at 8161 Redwood Blvd in Novato. The property location is shown on the attached property information sheet. According to a record search of California Native American Heritage Commission's Sacred Lands File, this property is in the area of your Tribe's ancestral territory.

We are providing this notification in recognition of the California Public Utilities Commission's Land Disposition Policy adopted December 5, 2019, *Investor-Owned Utility Real Property-Land Disposition – First Right of Refusal for Disposition of Real Property Within the Ancestral Territories of California Native American Tribes*.¹ (the Policy). Under this Policy, the tribe is provided a right of first offer on the real property before PG&E may put the property on the market.

In this case, the property PG&E is proposing to donate was under contract for donation to a third-party on July 10, 2018. Although the contract preceded the Policy implementation, PG&E is notifying you of the proposed disposition in the spirit of the Policy. PG&E will be submitting an Advice Letter to the California Public Utilities Commission (CPUC) for this donation shortly after the date of this notice. The CPUC Advice Letter is a public filing which is open to public comment. If you have any information regarding cultural resources on the property, or comments on the donation, we urge you to contact us and/or engage in the Advice Letter process.

Sincerely,

Reno Franklin

Tribal Liaison
Pacific Gas and Electric Company

Enclosure

¹ The Policy is available at www.cpuc.ca.gov/tribal.



PG&E Property Information Sheet

8161 Redwood Blvd, Novato



Property Details

±13.566 acres, vacant, irregularly shaped parcel.

Location: Redwood Blvd off Redwood Highway 101.

Marin County

APN: 125-180-49

Zoning: PD (Planned District)

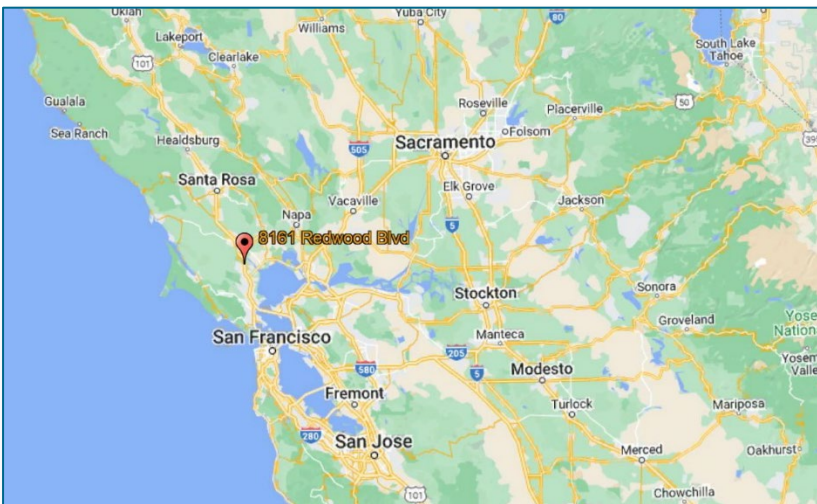
General Plan Designation: Business and Professional Office



Description: Located in the northern part of Novato, the property is comprised of both flat and low hillside terrain. It is easily accessible by both Redwood Blvd and Highway 101 and is next to Days Inn hotel.

Environmental: A Phase I Environmental Site Assessment was completed in 2009 and no outstanding environmental conditions were found.

PG&E Facilities: Underground gas lines cross the property and will require easements.



[View on Google Maps](#)

Image Source: Google

Contact PG&E at landsales@pge.com

The above information, while not guaranteed, has been secured from sources we believe to be reliable. It may be subject to error, change, or withdrawal. Interested parties should contact PG&E to verify details about the property.

Updated August 24, 2022

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Greg Sarris, Chairperson
Federated Indians of Graton Rancheria
6400 Redwood Drive, Suite 300
Rohnert Park, CA 94928



9590 9402 6731 1060 9609 48

2. Article Number (Transfer from service label)

7016 2710 0000 1113 6655

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

☒ Agent
☐ Addressee

B. Received by (Printed Name)

☐ Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

- 3. Service Type**
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Insured Mail
 - ☐ Insured Mail Restricted Delivery (over \$500)
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt



**Pacific Gas and
Electric Company**

c/o AR/WS, Inc., 2300 Contra Costa Blvd., #525, Pleasant Hill, CA 94523

Greg Sarris, Chairperson
Federated Indians of Graton Rancheria
6400 Redwood Drive, Suite 300
Rohnert Park, CA 94928

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US POSTAGE

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First-Class

Mailed From 94523

08/25/2022

032A 0061857463

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COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Received

AUG 31 2022

AR/WS

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |



August 25, 2022

**VIA USPS CERTIFIED
MAIL DELIVERY**

Federated Indians of Graton Rancheria
Gene Buvelot
6400 Redwood Drive, Suite 300
Rohnert Park, CA, 94928

Re: Notice of Proposed Real Property Disposition – 8161 Redwood Blvd, Novato

Dear Tribal Leader:

We are writing to notify you about real estate that PG&E is donating, located at 8161 Redwood Blvd in Novato. The property location is shown on the attached property information sheet. According to a record search of California Native American Heritage Commission's Sacred Lands File, this property is in the area of your Tribe's ancestral territory.

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In this case, the property PG&E is proposing to donate was under contract for donation to a third-party on July 10, 2018. Although the contract preceded the Policy implementation, PG&E is notifying you of the proposed disposition in the spirit of the Policy. PG&E will be submitting an Advice Letter to the California Public Utilities Commission (CPUC) for this donation shortly after the date of this notice. The CPUC Advice Letter is a public filing which is open to public comment. If you have any information regarding cultural resources on the property, or comments on the donation, we urge you to contact us and/or engage in the Advice Letter process.

Sincerely,

Reno Franklin

Tribal Liaison
Pacific Gas and Electric Company

Enclosure

¹ The Policy is available at www.cpuc.ca.gov/tribal.



PG&E Property Information Sheet

8161 Redwood Blvd, Novato



Property Details

±13.566 acres, vacant, irregularly shaped parcel.

Location: Redwood Blvd off Redwood Highway 101.

Marin County

APN: 125-180-49

Zoning: PD (Planned District)

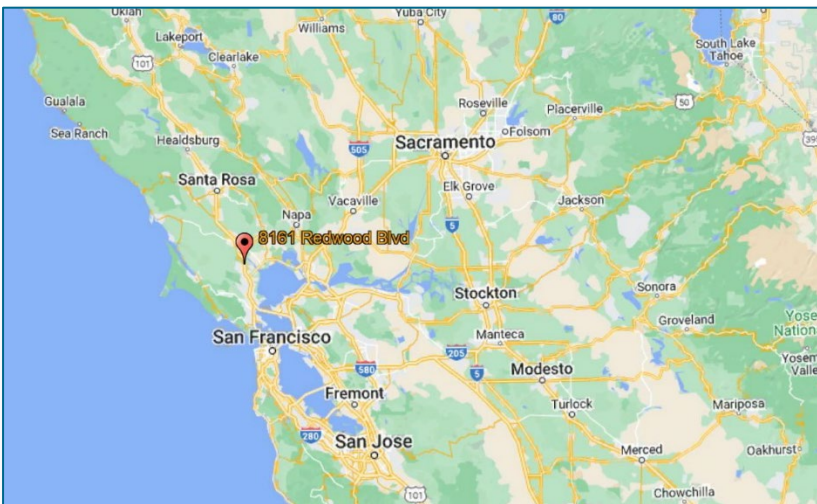
General Plan Designation: Business and Professional Office



Description: Located in the northern part of Novato, the property is comprised of both flat and low hillside terrain. It is easily accessible by both Redwood Blvd and Highway 101 and is next to Days Inn hotel.

Environmental: A Phase I Environmental Site Assessment was completed in 2009 and no outstanding environmental conditions were found.

PG&E Facilities: Underground gas lines cross the property and will require easements.



[View on Google Maps](#)

Image Source: Google

Contact PG&E at landsales@pge.com

The above information, while not guaranteed, has been secured from sources we believe to be reliable. It may be subject to error, change, or withdrawal. Interested parties should contact PG&E to verify details about the property.

Updated August 24, 2022

SENDER: COMPLETE THIS SECTION

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- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Gene Buvelot
Federated Indians of Graton Rancheria
6400 Redwood Drive, Suite 300
Rohnert Park, CA 94928



9590 9402 6731 1060 9609 55

2. Article Number
7016 2710 0000 1113 6662

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent
☒ Addressee
- B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Insured Mail
 - ☐ Insured Mail Restricted Delivery (over \$500)
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

CERTIFIED MAIL®

7016 2710 0000 1113 6662

**Pacific Gas and
Electric Company®**

c/o AR/WS, Inc., 2300 Contra Costa Blvd., #525, Pleasant Hill, CA 94523

Gene Buvelot
Federated Indians of Graton Rancheria
6400 Redwood Drive, Suite 300
Rohnert Park, CA 94928



US POSTAGE

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First-Class

Mailed From 94523

08/25/2022

032A 0061857463

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6400 Redwood Drive, Suite 300
Rohnert Park, CA 94928



9590 9402 6731 1060 9609 55

2. Article Number (Transit)

7016 2710 0000 1113 6662

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

8/2/22

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

Received

AUG 3 1 2022

ARMS

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery
(over \$500)☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted
Delivery☐ Signature Confirmation™☐ Signature Confirmation
Restricted Delivery

August 25, 2022

**VIA USPS CERTIFIED
MAIL DELIVERY**Guidiville Indian Rancheria
Donald Duncan, Chairperson
P.O. Box 339
Talmage, CA, 95481**Re: Notice of Proposed Real Property Disposition – 8161 Redwood Blvd, Novato**

Dear Tribal Leader:

We are writing to notify you about real estate that PG&E is donating, located at 8161 Redwood Blvd in Novato. The property location is shown on the attached property information sheet. According to a record search of California Native American Heritage Commission's Sacred Lands File, this property is in the area of your Tribe's ancestral territory.

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Sincerely,

*Reno Franklin*Tribal Liaison
Pacific Gas and Electric Company

Enclosure

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±13.566 acres, vacant, irregularly shaped parcel.

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APN: 125-180-49

Zoning: PD (Planned District)

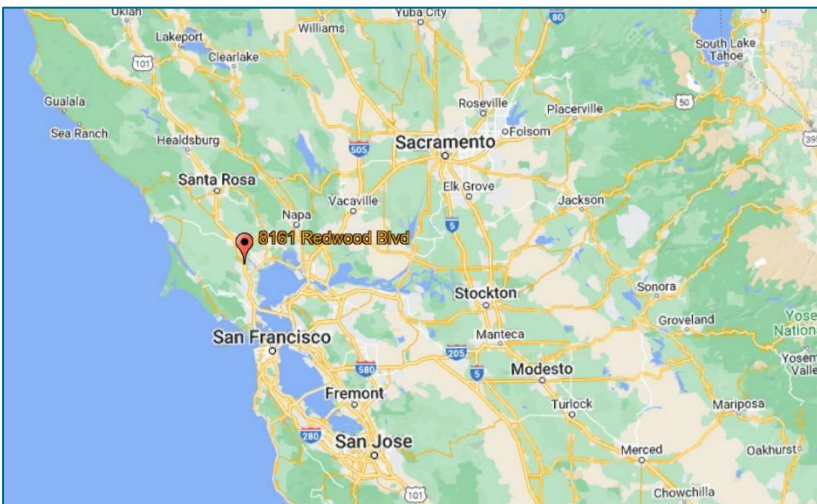
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PG&E Facilities: Underground gas lines cross the property and will require easements.



[View on Google Maps](#)

Image Source: Google

Contact PG&E at landsales@pge.com

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Updated August 24, 2022

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1. Article Addressed to:

Donald Duncan, Chairperson
Guidiville Indian Rancheria
P.O. Box 339
Talmage, CA 95481



9590 9402 6731 1060 9609 31

7016 2710 0000 1113 6679

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒☐ Agent☐ Addressee

C. Date of Delivery

B. Received by (Printed Name)

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

CERTIFIED MAIL

7016 2710 0000 1113 6679

**Pacific Gas and
Electric Company**

c/o AR/WS, Inc., 2300 Contra Costa Blvd., #525, Pleasant Hill, CA 94523

Donald Duncan, Chairperson
Guidiville Indian Rancheria
P.O. Box 339
Talmage, CA 95481



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Mailed From 94523

08/25/2022

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1. Article Addressed to:

Donald Duncan, Chairperson
Guidiville Indian Rancheria
P.O. Box 339
Talmage, CA 95481



9590 9402 6731 1060 9609 31

2. Article Number (Transfer from mailpiece)

7016 2710 0000 1113 6679 1111

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Donald Duncan

☒

Agent

☐

Addressee

B. Received by (Printed Name)

Donald Duncan

C. Date of Delivery

8-29-22

D. Is delivery address different from item 1?

☐

Yes

If YES, enter delivery address below:

☐

No

AUG 31 2022

AR/WS

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery
(over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted
Delivery

☐ Signature Confirmation™

☐ Signature Confirmation
Restricted Delivery

Williams, Lorraine

From: Darcangelo, Jennifer
Sent: Thursday, July 7, 2022 13:22
To: NAHC@NAHC
Subject: PG&E Parcel at 8161 Redwood Blvd., Novato, Marin County
Attachments: 8161 Redwood Blvd Novato.pdf; Sacred-Lands-File-NA-Contact-Form_8161 Redwood Blvd_Novato.doc

Hello,

PG&E is preparing to dispose of excess property at 8161 Redwood Blvd., Novato, Marin County. Consistent with the goals and requirements of the California Public Utility Commission's Tribal Consultation Policy (April 2018) and Tribal Land Transfer Policy (December 2019), PG&E requests a Native American Contacts List. I have attached the NAHC request form as well as the USGS 7.5' map with the parcel depicted.

Thank you,

Jennifer

Jennifer Darcangelo (she/her)

Tribal and Cultural Resource Land Consultant

Environmental Resources and Mitigation

Pacific Gas & Electric Company

2730 Gateway Oaks, Suite 220

Sacramento, CA 95833

J5D8@pge.com

(925)324-5171 – cell

Sacred Lands File & Native American Contacts List Request

Native American Heritage Commission

1550 Harbor Blvd, Suite 100

West Sacramento, CA 95691

916-373-3710

916-373-5471 – Fax

nahc@nahc.ca.gov

Information Below is Required for a Sacred Lands File Search

Project: PG&E Parcel at 8161 Redwood Blvd, Novato, CA

County: Marin

USGS Quadrangle Name: Petaluma River

Township: 03 N **Range:** 06 W **Section(s):** 06

Company/Firm/Agency: Pacific Gas and Electric

Street Address: 2730 Gateway Oaks

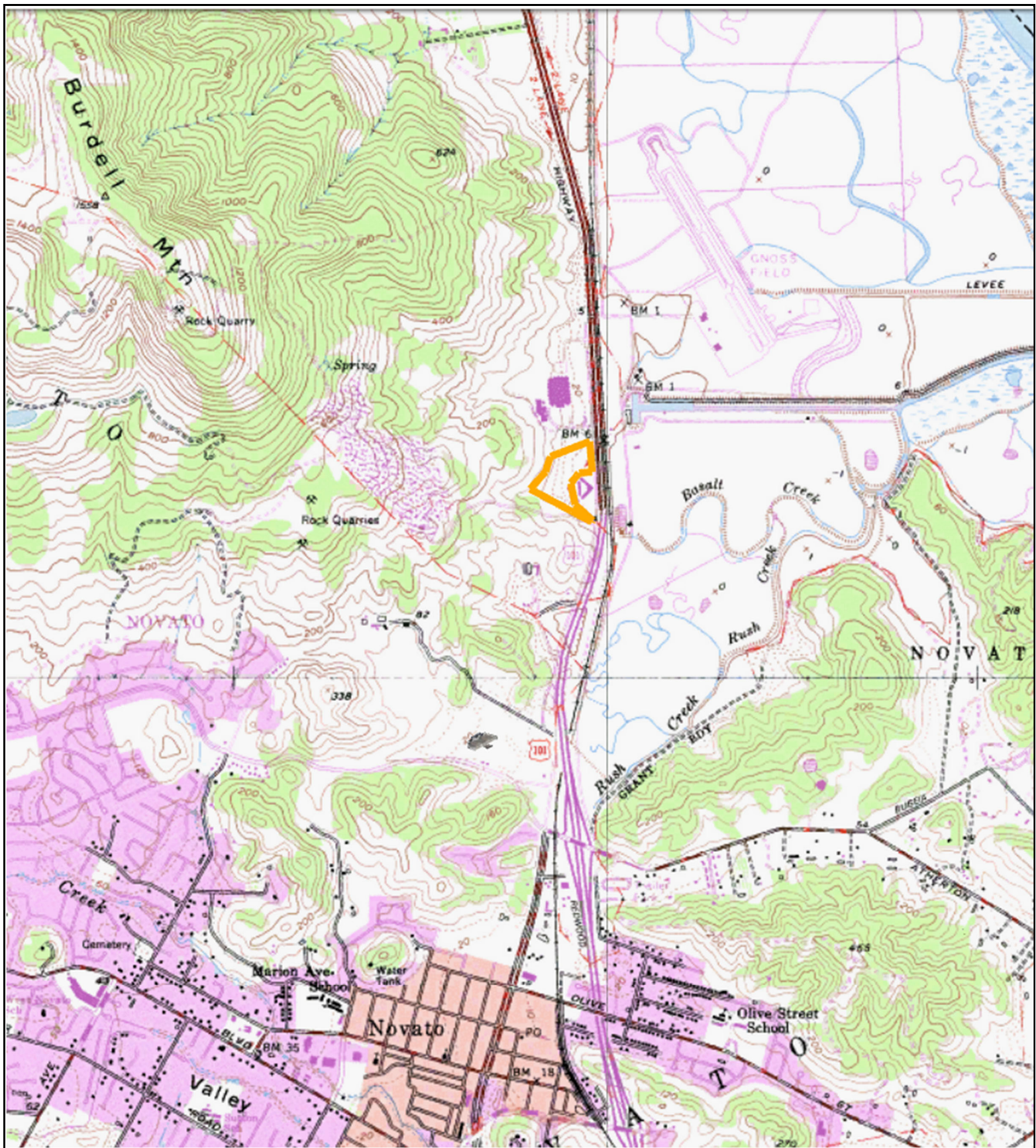
City: Sacramento **Zip:** 95833

Phone: 925-324-5171

Fax: _____

Email: j5d8@pge.com

Project Description: PG&E is planning to sell a parcel at 8161 Redwood Blvd., Novato, Marin County, CA



Novato – 8161 Redwood Blvd

 Parcel Boundary

Quad Name: PETALUMA RIVER

Township: 03 N

Range: 06 W

Section: 06

Depicted features and locations are approximate and for illustrative purposes only.
Data subject to updates. Call 811 before you dig. Map Created: 6/30/2022



Williams, Lorraine

From: Campagne, Cody@NAHC <Cody.Campagne@nahc.ca.gov>
Sent: Wednesday, August 24, 2022 14:14
To: Darcangelo, Jennifer
Subject: PG&E Parcel at 8161 Redwood Blvd, Novato, CA Project
Attachments: SLF No PG&E Parcel at 8161 Redwood Blvd, Novato, CA Project 8.24.2022.pdf; PG&E Parcel at 8161 Redwood Blvd, Novato, CA Project 8.24.2022.pdf

CAUTION: EXTERNAL SENDER!

This email was sent from an EXTERNAL source. Do you know this person? Are you expecting this email? Are you expecting any links or attachments? If suspicious, do not click links, open attachments, or provide credentials. Don't delete it. **Report it by using the "Report Phish" button.**

Good Afternoon,

Attached is the response to the project referenced above. If you have any additional questions, please feel free to contact our office email at nahc@nahc.ca.gov.

Regards,

Cody Campagne

Native American Heritage Commission
1550 Harbor Blvd., Suite 100
West Sacramento, CA 95691
Cody.Campagne@nahc.ca.gov
Direct Line: (916) 573-1033
Office: (916) 373-3710

NATIVE AMERICAN HERITAGE COMMISSION

August 24, 2022

Jennifer Darcangelo
Pacific Gas & ElectricVia Email to: j5d8@pge.com**Re: PG&E Parcel at 8161 Redwood Blvd, Novato, CA Project, Marin County**

Dear Ms. Darcangelo:

A record search of the Native American Heritage Commission (NAHC) Sacred Lands File (SLF) was completed for the information you have submitted for the above referenced project. The results were negative. However, the absence of specific site information in the SLF does not indicate the absence of cultural resources in any project area. Other sources of cultural resources should also be contacted for information regarding known and recorded sites.

Attached is a list of Native American tribes who may also have knowledge of cultural resources in the project area. This list should provide a starting place in locating areas of potential adverse impact within the proposed project area. I suggest you contact all of those indicated; if they cannot supply information, they might recommend others with specific knowledge. By contacting all those listed, your organization will be better able to respond to claims of failure to consult with the appropriate tribe. If a response has not been received within two weeks of notification, the Commission requests that you follow-up with a telephone call or email to ensure that the project information has been received.

If you receive notification of change of addresses and phone numbers from tribes, please notify me. With your assistance, we can assure that our lists contain current information.

If you have any questions or need additional information, please contact me at my email address: Cody.Campagne@nahc.ca.gov.

Sincerely,

Cody Campagne
Cultural Resources Analyst

Attachment

CHAIRPERSON
Laura Miranda
LuiseñoVICE CHAIRPERSON
Reginald Pagaling
ChumashPARLIAMENTARIAN
Russell Attebery
KarukSECRETARY
Sara Dutschke
MiwokCOMMISSIONER
William Mungary
Paiute/White Mountain
ApacheCOMMISSIONER
Isaac Bojorquez
Ohlone-CostanoanCOMMISSIONER
Buffy McQuillen
Yokayo Pomo, Yuki,
NomlakiCOMMISSIONER
Wayne Nelson
LuiseñoCOMMISSIONER
Stanley Rodriguez
KumeyaayEXECUTIVE SECRETARY
Raymond C. Hitchcock
Miwok/Nisenan**NAHC HEADQUARTERS**
1550 Harbor Boulevard
Suite 100
West Sacramento,
California 95691
(916) 373-3710
nahc@nahc.ca.gov
NAHC.ca.gov

**Native American Heritage Commission
Native American Contact List
Marin County
8/24/2022**

***Federated Indians of Graton
Rancheria***

Greg Sarris, Chairperson
6400 Redwood Drive, Ste 300 Coast Miwok
Rohnert Park, CA, 94928 Pomo
Phone: (707) 566 - 2288
Fax: (707) 566-2291
gbuvelot@gratonrancheria.com

***Federated Indians of Graton
Rancheria***

Gene Buvelot,
6400 Redwood Drive, Suite 300 Coast Miwok
Rohnert Park, CA, 94928 Pomo
Phone: (707) 566 - 2288
Fax: (415) 279-4844
gbuvelot@gratonrancheria.com

Guidiville Indian Rancheria

Donald Duncan, Chairperson
P.O. Box 339 Pomo
Talmage, CA, 95481
Phone: (707) 462 - 3682
Fax: (707) 462-9183
admin@guidiville.net

This list is current only as of the date of this document. Distribution of this list does not relieve any person of statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, Section 5097.94 of the Public Resource Section 5097.98 of the Public Resources Code.

This list is only applicable for contacting local Native Americans with regard to cultural resources assessment for the proposed PG&E Parcel at 8161 Redwood Blvd, Novato, CA Project, Marin County.

**PG&E Gas and Electric
Advice Submittal List
General Order 96-B, Section IV**

AT&T
Albion Power Company

Alta Power Group, LLC
Anderson & Poole

Atlas ReFuel
BART

Barkovich & Yap, Inc.
Braun Blaising Smith Wynne, P.C.
California Community Choice Association
California Cotton Ginners & Growers Assn
California Energy Commission

California Hub for Energy Efficiency
Financing

California Alternative Energy and
Advanced Transportation Financing
Authority
California Public Utilities Commission
Calpine

Cameron-Daniel, P.C.
Casner, Steve
Center for Biological Diversity

Chevron Pipeline and Power
City of Palo Alto

City of San Jose
Clean Power Research
Coast Economic Consulting
Commercial Energy
Crossborder Energy
Crown Road Energy, LLC
Davis Wright Tremaine LLP
Day Carter Murphy

Dept of General Services
Don Pickett & Associates, Inc.
Douglass & Liddell
Downey Brand LLP
Dish Wireless L.L.C.

East Bay Community Energy Ellison
Schneider & Harris LLP

Electrical Power Systems, Inc.
Fresno
Engineers and Scientists of California

GenOn Energy, Inc.
Green Power Institute
Hanna & Morton
ICF
iCommLaw
International Power Technology
Intertie

Intestate Gas Services, Inc.

Johnston, Kevin
Kelly Group
Ken Bohn Consulting
Keyes & Fox LLP
Leviton Manufacturing Co., Inc.

Los Angeles County Integrated
Waste Management Task Force
MRW & Associates
Manatt Phelps Phillips
Marin Energy Authority
McClintock IP
McKenzie & Associates

Modesto Irrigation District
NRG Solar

OnGrid Solar
Pacific Gas and Electric Company
Peninsula Clean Energy

Pioneer Community Energy

Public Advocates Office

Redwood Coast Energy Authority
Regulatory & Cogeneration Service, Inc.

Resource Innovations

SCD Energy Solutions
San Diego Gas & Electric Company

SPURR
San Francisco Water Power and Sewer
Sempra Utilities

Sierra Telephone Company, Inc.
Southern California Edison Company
Southern California Gas Company
Spark Energy
Sun Light & Power
Sunshine Design
Stoel Rives LLP

Tecogen, Inc.
TerraVerde Renewable Partners
Tiger Natural Gas, Inc.

TransCanada
Utility Cost Management
Utility Power Solutions
Water and Energy Consulting Wellhead
Electric Company
Western Manufactured Housing
Communities Association (WMA)
Yep Energy