

JUNCUS RAVINE AND REMAINDER LANDS DEDICATION AND AGREEMENT

This Juncus Ravine and Remainder Lands Dedication and Agreement (the "Agreement") is made and entered into on March ____, 2009 (the "Effective Date"), by and between Terrabay Partners, LLC, a Delaware limited liability company ("Terrabay"), Myers Peninsula Company, LLC, a Delaware limited liability company ("MPC"), and the County of San Mateo (the "County").

RECITALS

WHEREAS, Terrabay desires to dedicate to the County fee simple interest in the parcel located in unincorporated area of the County of San Mateo, State of California, as further described on Exhibit A attached hereto and incorporated herein (the "Juncus Ravine");

WHEREAS, MPC desires to dedicate to the County of San Mateo a fee simple interest in the parcel located in unincorporated area of the County of San Mateo, State of California, as further described on Exhibit B attached hereto and incorporated herein (the "Remainder Lands");

WHEREAS, the County desires to accept the dedication by Terrabay of the Juncus Ravine upon the terms and conditions contained herein; and

WHEREAS, the County desires to accept the dedication by MPC of the Remainder Lands upon the terms and conditions contained herein.

NOW, THEREFORE, incorporating the foregoing recitals herein, Terrabay, MPC and the County mutually agree as follows:

1. Juncus Ravine.

a. **Dedication.** Terrabay shall dedicate to the County, and the County shall accept from Terrabay, the Juncus Ravine by way of a grant deed in the form attached hereto as Exhibit C (the "Juncus Ravine Deed"), which dedication shall occur upon the Closing (as defined below). The Juncus Ravine shall be dedicated to and accepted by the County subject only to the exceptions set forth on the preliminary title report attached hereto as Exhibit D (the "Juncus Permitted Exceptions"), but excluding the lien of real property taxes and assessments not yet delinquent (which are subject to proration under Section 1(b) below) and supplemental to taxes resulting from the transaction contemplated herein after the Effective Date.

b. **Closing Costs; Title Policy.** In connection with the Closing, through Title Company as referenced in Section 3 below, Terrabay shall pay all closing costs and escrow fees arising in connection with the dedication of the Juncus Ravine to the County, and shall pay the costs of a CLTA Owner's Policy of title insurance for \$100,000 in favor of the County. Property taxes and assessments shall be prorated as of Closing.

c. **Payment.** Upon the Closing, Terrabay shall pay the County the sum of \$9,500 toward the County's costs associated with removing wrecked and abandoned vehicles currently located in the Juncus Ravine.

d. Survey. By March 31, 2009, Terrabay shall engage its surveyors, BKF Engineers ("BKF"), to stake the uphill corners of the Juncus Ravine, and shall be responsible for payment of the same, and shall the notify the County when such staking is complete.

e. Maintenance. At Closing, Terrabay shall assign to the County that certain contract by and between Terrabay and West Coast Wildlands ("WCW"), dated as of October 15, 2008 (the "Exotics Control Contract"), a copy of which is attached hereto as Exhibit E, as to the exotics control program for the Juncus Ravine, in the form of assignment attached hereto as Exhibit F. After such assignment, Terrabay shall have no obligations under the Exotics Control Contract, except that it shall be responsible for the payment to WCW under the Exotics Control Contract in the amount of \$26,785 for services to be provided by WCW through the fall of 2008.

2. Remainder Lands.

a. Dedication. MPC shall dedicate to the County, and the County shall accept from MPC, the Remainder Lands by way of a grant deed in the form attached hereto as Exhibit G (the "Remainder Lands Deed" and, collectively with the Juncus Ravine Deed, the "Deeds"), which dedication shall occur upon the Closing. The Remainder Lands shall be dedicated to and accepted by the County subject only to the exceptions set forth on the preliminary title report attached hereto as Exhibit H (the "Remainder Permitted Exceptions" and, collectively with the Juncus Permitted Exceptions, the "Permitted Exceptions"), but excluding the lien of real property taxes and assessments not yet delinquent (which are subject to proration under Section 1(b) below) and supplemental to taxes resulting from the transaction contemplated herein after the Effective Date.

b. Closing Costs; Title Policy. In connection with the Closing, through Title Company as referenced in Section 3 below, MPC shall pay all closing costs and escrow fees arising in connection with the dedication of the Remainder Lands to the County, and shall pay the costs of a CLTA Owner's Policy of title insurance for \$100,000 in favor of the County. Property taxes and assessments shall be prorated as of Closing.

3. Closing and Escrow.

a. The dedication and acceptance of the Juncus Ravine and the Remainder Lands will be consummated through an escrow (the "Escrow") established with Old Republic Title Company, Attn: David Phillips, 475 Sansome Street, 17th Floor, San Francisco, CA 94111 ("Escrow Holder" or "Title Company"). The date of closing (the "Closing") shall be not more than forty-five (45) days following the Effective Date. Escrow shall be considered closed when the Deeds are recorded. County, MPC and Terrabay shall submit escrow instructions consistent with this Agreement at least two (2) business days before the date specified for Close of Escrow.

b. Prior to the Closing, Terrabay and MPC shall each deposit into escrow: (i) the duly executed and acknowledged Deeds; (ii) such instruments of reconveyance as may be required by Title Company to clear any monetary liens on the Juncus Ravine and Remainder Lands, respectively (other than the lien of non-delinquent taxes); and (iii) any other documents which Title Company may require from Terrabay and MPC consistent with their obligations hereunder in order to issue its title policy, including but not limited to affidavits. County shall deposit duly executed and acknowledged acceptances of the Deeds; together with

any and all documents required by Title Company consistent with the County's obligations hereunder to complete the purchase.

c. The escrow agent shall close escrow when it is in a position for Title Company to issue to the County its CLTA Owner's Policies of title insurance in the amount of \$100,000 as to each property, with reasonable endorsements as requested by County and showing title to the Juncus Ravine and Remainder Lands vested of record in County free and clear of all liens and encumbrances except for the Permitted Exceptions. All revenues and real property taxes shall be prorated as of Closing

4. Conditions Precedent to Closing.

a. The County's obligation to accept the Juncus Ravine and the Remainder Lands is expressly conditioned upon the satisfaction of each of the conditions set forth in this Section 4(a). Each of the conditions set forth in this Section 4(a) is solely for the benefit of the County and may be waived in whole or part by the County in its sole and absolute discretion:

i. Title Company shall have committed to issue the Title Policy;

ii. Except as disclosed herein, there shall be no litigation pending or threatened which would adversely affect the Remainder Lands or the Juncus Parcel; and

iii. MPC and Terrabay shall have fully performed and complied in all material respects with its obligations, covenants and agreements under this Agreement to be performed prior to Closing; and

b. Terrabay's obligation to dedicate the Juncus Ravine is expressly conditioned upon the satisfaction of each of the conditions set forth in this Section 4(b). Each of the conditions set forth in this Section 4(b) is solely for the benefit of Terrabay and may be waived in whole or part by Terrabay in its sole and absolute discretion:

i. The County shall have approved by resolution of the Board of Supervisors of the County to accept the dedication of Juncus Ravine.

c. MPC's obligation to dedicate the Remainder Lands is expressly conditioned upon the satisfaction of each of the conditions set forth in this Section 4(c). Each of the conditions set forth in this Section 4(c) is solely for the benefit of MPC and may be waived in whole or part by MPC in its sole and absolute discretion:

i. The County shall have approved by resolution of the Board of Supervisors of the County to accept the dedication of the Remainder Lands.

5. Miscellaneous.

a. Time. Time is of the essence in the performance of each party's obligations hereunder; however, if the final date of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the United States

or the State in which the Property is located, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

b. **Attorneys' Fees.** If any legal action, arbitration or other proceeding is commenced to enforce or interpret any provision of this Agreement or for a declaration of rights under this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees, costs and expenses. The phrase "prevailing party" shall include a party who receives substantially the relief desired whether by dismissal, summary judgment, judgment or otherwise. The prevailing party shall also be entitled to reasonable attorneys' fees, costs and expenses incurred in any post judgment proceedings to collect and enforce a judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

c. **No Waiver.** No waiver by any party of the performance or satisfaction of any covenant or condition shall be valid unless in writing and shall not be considered to be a waiver by such party of any other covenant or condition hereunder.

d. **Entire Agreement.** This Agreement contains the entire agreement between the parties regarding the Juncus Ravine and supersedes all prior agreements, whether written or oral, between the parties regarding the same subject. This Agreement may only be modified in writing.

e. **Survival.** The provisions of this Agreement shall, except as otherwise provided in this Agreement, survive the Closing.

f. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators and successors and assigns of Terrabay and the County; and Terrabay may assign its rights and obligations pursuant to this Agreement without the prior written consent of the County, but shall give the County written notice of any such assignment. Terrabay shall guarantee the obligations of any such assignee. No assignment by Terrabay shall relieve Terrabay of any of its obligations or liabilities pursuant to this Agreement.

g. **Severability.** In the case that anyone or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

h. **Captions.** Paragraph titles or captions contained in this Agreement are inserted as a matter of convenience only and for reference, and in no way define, limit, extend or describe the scope of this Agreement.

i. **Exhibits.** All exhibits attached hereto shall be incorporated herein by reference as if set out herein in full.

j. **Relationship of the Parties.** The parties acknowledge that neither party is an agent for the other party, and that neither party shall or can bind or enter into agreements for the other party.

k. **Governing Law.** This Agreement and the legal relations between the parties hereto shall be governed by and be construed in accordance with the laws of the State of California.

l. **Review by Counsel.** The parties acknowledge that each party and its counsel have reviewed and approved this Agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

m. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original. This Agreement shall only be effective if a counterpart is signed by both Seller and Purchaser.

n. **Third Party Beneficiaries.** This Agreement is for the benefit of Terrabay and the County and their respective agents, employees, shareholders, officers, directors, partners, beneficiaries, heirs, successors, and assigns and no third party shall be entitled to the benefit of any of the provisions of this Agreement.

o. **Facsimile Signatures.** Terrabay and the County each (a) have agreed to permit the use from time to time, where appropriate, of telecopy signatures in order to expedite the transaction contemplated by this Agreement, (b) intend to be bound by its respective telecopy signature, (c) are aware that the other will rely on the telecopied signature, and (d) acknowledges such reliance and waives any defenses to the enforcement of this Agreement and the documents affecting the transaction contemplated by this Agreement based on the fact that a signature was sent by telecopy only.

p. **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 to carry out the intentions of the parties as contained in this Agreement.

[SIGNATURE PAGE FOLLOWS]

In witness whereof, the parties hereby execute this Agreement as of the day first written above.

TERRABAY:

TERRABAY PARTNERS, LLC, a Delaware limited liability company

By: Myers Terrabay Company I, LLC,
a Delaware limited liability company,
its Managing Member

By: [Signature]
Name: Jack E. Myers
Its: Manager

MPC:

MYERS PENINSULA COMPANY, LLC, a Delaware limited liability company

By: Myers Terrabay Company I, LLC,
a Delaware limited liability company,
its Managing Member

By: [Signature]
Name: Jack E. Myers
Its: Manager

COUNTY:

COUNTY OF SAN MATEO

By: _____
Name: Mark Church
Title: President, Board of Supervisors

Date: _____

ATTEST:

By: _____
Name: _____
Title: Clerk of Said Board

EXHIBIT A

LEGAL DESCRIPTION OF JUNCUS RAVINE

The land situated in the unincorporated area of the County of San Mateo, State of California, and described as follows:

Parcel 1 as shown on the parcel map that was filed June 29, 1977 in Volume 37, Pages 32 through 35 inclusive, San Mateo County Records.

APN: 090-110-070
090-110-080

JPN: 90-11-110-07
90-11-110-08

EXHIBIT B

LEGAL DESCRIPTION OF REMAINDER LANDS

The land situated in the unincorporated area of the County of San Mateo, State of California, and described as follows:

Beginning at the most Southerly corner of Parcel 1 as shown on Parcel Map filed in the Office of the County Recorder of San Mateo County, State of California, on August 18, 1983 in Volume 53 of Parcel Maps at Pages 82 through 85; thence from said corner along the Southeasterly boundary of Parcel 1 also being a point on a curve with a radius of 7436.97 feet for an arch length of 172.92 feet through a central angle of 01°19'56" to the most Southerly corner common to Parcel 1 and Parcel 2, as said parcels are shown on the above mentioned map; thence North 17°03'35" West, 596.50 feet; thence North 59°55'53" West, 329.31 feet; thence North 71°55'00" West, 257.73 feet to the true point of beginning said point being on the Northerly line of said Parcel 1 and on the Northerly line Lot 394 of that certain map entitled "Terrabay" as filed on July 2, 1990, in Volume 121 of Maps at Page 65 through 79, records of San Mateo County; thence from said true point of beginning along the Northerly line said Parcel 1 and the Northerly boundary of said "Terrabay" map South 44°09'49" West, 193.77 feet; thence North 80°49'53" West, 288.69 feet; thence South 64°53'37" West, 193.26 feet; thence South 43°19'54" West, 145.73 feet; thence South 76°47'47" West, 267.06 feet; thence North 26°50'26" East, 372.09 feet; thence North 52°31'13" West, 432.22 feet; thence North 88°23'52" West, 143.06 feet; thence North 01°28'08" West, 78.03 feet; thence South 73°18'03" West, 208.81 feet; thence South 28°48'39" West, 342.38 feet; thence North 71°33'54" West, 268.79 feet; thence North 35°38'59" West 178.44 feet; thence North 12°04'04" East, 296.55 feet; thence North 01°41'05" West, 272.12 feet; thence North 30°43'00 West, 354.53 feet; thence leaving said Northerly boundaries and proceeding along the remainder parcel of said Parcel Map South 62°00'00" East, 1713.08 feet; thence North 32°00'00" East, 259.00 feet; thence leaving the boundary of said remainder parcel South 56°28'16" East, 329.12 feet; thence South 33°28'27" East, 366.12 feet to the true point of beginning.

All bearings, distances, and areas given are based on grid bearings and distances. Combined scale-factor used to convert ground distances to grid distances range from 0.9998764 to 0.9999227, and must be determined by elevation of survey points.

APN: 007-180-220	JPN: 07-18-180-09
007-180-230	JPN: 07-18-180-10
007-180-280	

EXHIBIT C
JUNCUS RAVINE GRANT DEED
[SEE ATTACHED]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Name
Street
Address
City &
State

MAIL TAX STATEMENTS TO

Name
Street
Address
City &
State

SPACE ABOVE THIS LINE FOR RECORDER'S USE

OFFER OF DEDICATION OF JUNCUS RAVINE

TERRABAY PARTNERS, LLC, a Delaware limited liability company, hereby offers to dedicate to the County of San Mateo a fee simple interest in the parcel located in unincorporated area of the County of San Mateo, State of California:

Parcel 1 as shown on the Parcel Map that was filed June 29, 1977 in Volume 37, Pages 32-25 inclusive, San Mateo County Records.

APN: 090-110-070; 090-110-080

Subject to existing easements and agreements of record

Dated: _____, 2009

TERRABAY PARTNERS, LLC, a Delaware limited liability company

By: Myers Terrabay Company, LLC,
a Delaware limited liability company,
its Managing Member

By: _____
Jack E. Myers
Its Manager

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO)

On _____, 2009 before me, _____,
Notary Public, personally appeared Jack E. Myers, who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

Signature _____

(seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the foregoing Offer of Dedication of Remainder Lands, dated _____, 2009 from Terrabay Partners, LLC to the County of San Mateo, State of California, is hereby accepted by the undersigned officer on behalf of the County of San Mateo pursuant to authority conferred by resolution of the Board of Supervisors of the County of San Mateo entitled Resolution No. _____, and the grantee consents to recordation thereof by its duly authorized officer or representative.

COUNTY OF SAN MATEO

By: _____

Name: Mark Church

Title: President, Board of Supervisors

Date: _____, 2009

ATTEST:

By: _____

Name: _____

Title: Clerk of Said Board

EXHIBIT D
JUNCUS RAVINE PRELIMINARY TITLE REPORT
[SEE ATTACHED]

ORDER NO. : 0227007993-DP

EXHIBIT A

The land referred to is situated in the County of San Mateo, City of South San Francisco, State of California, and is described as follows:

Parcel 1 as shown on the parcel map that was filed June 29, 1977 in Volume 37, Pages 32 through 35 inclusive, San Mateo County Records.

APN: 090-110-070
090-110-080

JPN: 90-11-110-07
90-11-110-08



OLD REPUBLIC
TITLE COMPANY

475 Sansome Street, Suite 1700
San Francisco, CA 94111
(415) 397-0500 Fax: (415) 397-0199

PRELIMINARY REPORT

Issued for the sole use of:

HANSON BRIDGETT LLP
425 MARKET STREET, 26TH FLOOR
SAN FRANCISCO, CA 94105

2nd Update

Our Order Number 0227007993-DP

Attention: ANNETTE K. MATHAI-JACKSON

When Replying Please Contact:

David Phillips
(415) 397-0500

Property Address:

APN: 090-110-070 & 090-110-080, South San Francisco, CA

In response to the above referenced application for a policy of title insurance, OLD REPUBLIC 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 below or not excluded from coverage pursuant to the printed Schedules, conditions and Stipulations 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 Exhibit A attached. 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 Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A 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.

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.

Dated as of February 2, 2009, at 7:30 AM

OLD REPUBLIC TITLE COMPANY
For Exceptions Shown or Referred to, See Attached

Page 1 of 5 Pages

OLD REPUBLIC TITLE COMPANY
ORDER NO. 0227007993-DP
2nd Update

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

CLTA Standard Coverage Policy -1990; AND ALTA Loan Policy - 2006. A specific request should be made if another form or additional coverage is desired.

The estate or interest in the land hereinafter described or referred or covered by this Report is:

Fee

Title to said estate or interest at the date hereof is vested in:

Terrabay Partners, LLC, a Delaware limited liability company

The land referred to in this Report is situated in the County of San Mateo, City of South San Francisco, State of California, and is described as follows:

Parcel 1 as shown on the parcel map that was filed June 29, 1977 in Volume 37, Pages 32 through 35 inclusive, San Mateo County Records.

APN: 090-110-070
090-110-080

JPN: 90-11-110-07
90-11-110-08

At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions in said policy form would be as follows:

1. Taxes and assessments, general and special, for the fiscal year 2009 - 2010, a lien, but not yet due or payable.
2. Taxes and assessments, general and special, for the fiscal year 2008 - 2009, as follows:

Assessor's Parcel No	:	090-110-070	
Code No.	:	84-004	
1st Installment	:	\$63.09	Marked Paid
2nd Installment	:	\$63.09	NOT Marked Paid
Land	:	\$1,752.00	
Imp. Value	:	\$0.00	
Exemption	:	\$0.00	

OLD REPUBLIC TITLE COMPANY
ORDER NO. 0227007993-DP
2nd Update

3. Taxes and assessments, general and special, for the fiscal year 2008 - 2009, as follows:

Assessor's Parcel No	:	090-110-080	
Code No.	:	81-016	
1st Installment	:	\$147.68	Marked Paid
2nd Installment	:	\$147.68	NOT Marked Paid
Land	:	\$27,495.00	
Imp. Value	:	\$0.00	
Exemption	:	\$0.00	

4. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

5. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To	:	Pacific Gas and Electric Company
For	:	Gas pipe line
Recorded	:	November 24, 1948 in Book 1196 of Official Records, Page 436

Affects : Westerly portion

6. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To	:	Pacific Gas and Electric Company
For	:	Electric energy and communication
Recorded	:	May 25, 1953 in Book 2421 of Official Records, Page 330
Affects	:	Westerly portion

7. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To	:	County of San Mateo
For	:	Slopes, drainage ditches and pipes
Recorded	:	April 7, 1958 in Book 3776 of Official Records, Page 141
Affects	:	Southerly and Southwesterly portion

8. Terms and provisions as contained in an instrument,

Entitled : Agreement with respect to the San Bruno Mountain Area Habitat Conservation Plan
Executed By : California Department of Parks and Recreation, County of San Mateo, Visitation Associates, a California Partnership, Foremost-McKesson, Inc., a Maryland corporation, Foxhall Investment Ltd.
Recorded : March 22, 1983 in Official Records under Recorder's Serial Number 83026343

9. Terms and provisions as contained in an instrument,

Entitled : Trust Agreement regarding the San Bruno Mountain Area Habitat Conservation Plan
Executed By : Foremost-McKesson, Inc., a Maryland corporation
Recorded : March 25, 1983 in Official Records under Recorder's Serial Number 83028231

10. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Terrabay, a partnership
For : Drainage, slope repair and stabilization facilities
Recorded : September 20, 1988 in Official Records under Recorder's Serial Number 88125000
Affects : Easterly portion

11. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Agreement Granting Easement
Granted To : Terrabay Master Association, a California nonprofit mutual benefit corporation
For : Maintenance, repair and restoration of adequate drainage
Recorded : January 20, 2009 in Official Records under Recorder's Serial Number 2009-004987
Affects : Easterly portion of land

Upon the terms and conditions contained therein.

12. Rights and claims of parties in possession.

13. Any unrecorded and subsisting leases.
14. The requirement that this company be provided with a suitable Owner's Affidavit from the Seller (form ORT 174). The Company reserves the right to make additional exceptions and/or requirements upon review of the Owner's Affidavit.

----- **Informational Notes** -----

- A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.1.
- B. NOTE: According to the public records, there have been no deeds conveying the property described in this report recorded within a period of 24 months prior to the date hereof except as follows:

NONE
- C. In addition to existing requirements pertaining to sellers who are non-residents of California, as a result of recent changes to Section 18662 of the Revenue and Taxation Code, in transactions closing after January 1, 2003 the buyer may then be responsible to withhold 3 1/3% of the sales price (as defined therein) from any seller, if this property is not the seller's principal residence. The statute, as modified, also provides for certain exemptions to the buyer's responsibility to withhold, which may apply.

**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 of 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 which may be asserted by persons in possession thereof,
3. Easements, liens or encumbrances, or claims thereof, which are 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.

**AMERICAN LAND TITLE ASSOCIATION
LOAN POLICY OF TITLE INSURANCE - 2006
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 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 data 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).

EXCEPTIONS FROM COVERAGE – SCHEDULE B, PART 1, SECTION ONE

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:

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.

Old Republic Title Company

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Old Republic Title Company

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from [our affiliates or] others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

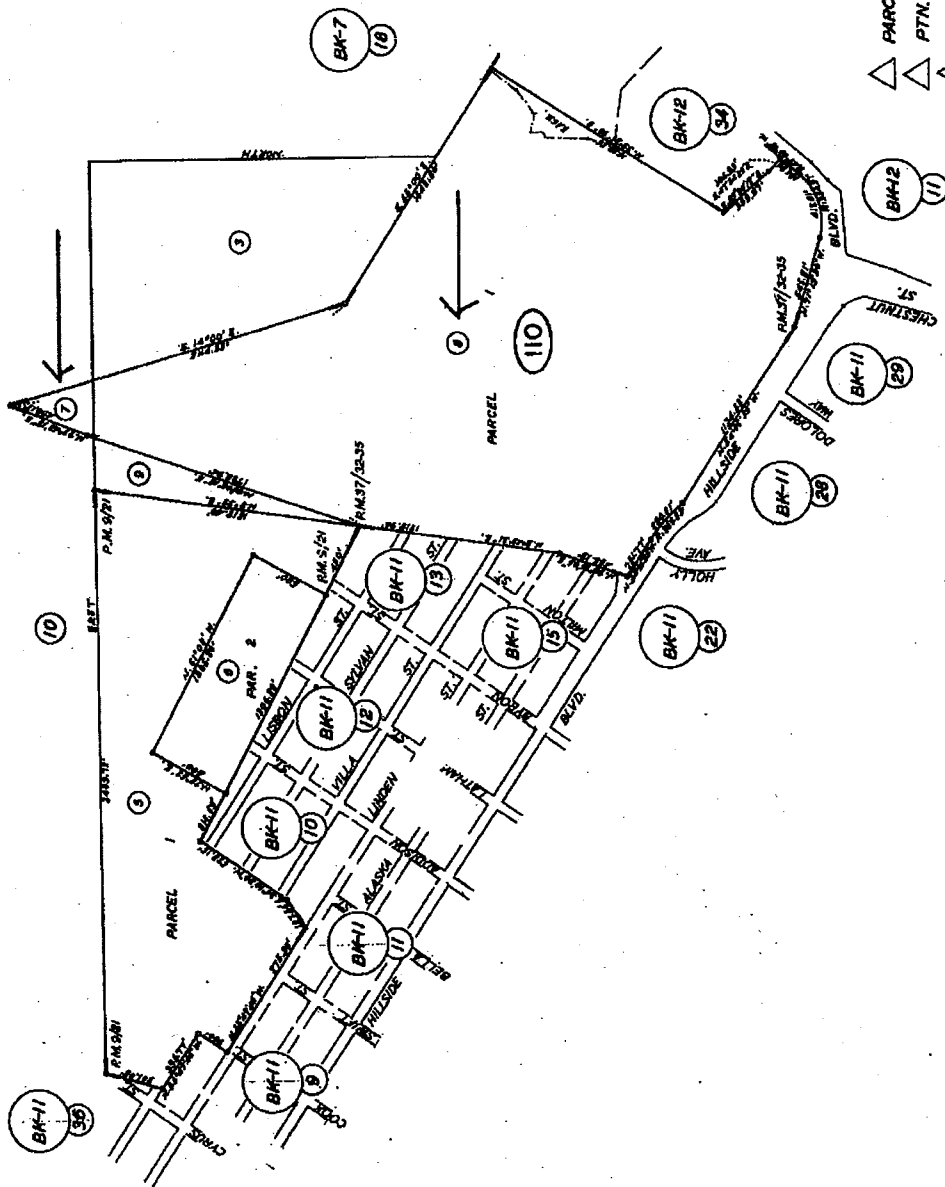
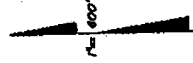
- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

90-11

TAX CODE AREA



PARCEL MAP VOL 9/21
PTX. PARCEL MAP VOL 37/32-35
SO. SAN FRANCISCO SCHOOL DIST.
MAP OF CROCKER ESTATE CO.

ASSESSOR'S MAP COUNTY OF SAN MATEO, CALIF.

11-53

ML

NOTICE: This is neither a plat nor a survey. It is furnished merely as a convenience to aid you in locating the land indicated hereon with reference to streets and other land. No liability is assumed by reason of any reliance hereon.

OWNER'S CERTIFICATE

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST, IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE BLUE BORDER DELINEATED UPON THIS PARCEL MAP.

AS OWNER
 CROCKER LAND COMPANY, a California Corporation
 BY: *M. Sherman Egan*
 M. SHERMAN EGAN, President
 BY: *Donald M. Mohl*
 DONALD M. MOHL, Assistant Secretary

SPECIAL REFERENCE NOTE

- (PLAN) BEARINGS AND/OR DISTANCES FROM HILLSIDE BLD. IMPROVEMENT PLANS ON FILE IN THE DEPARTMENT OF PUBLIC WORKS, COUNTY OF SAN MATEO, FILE NOS. 1016 & 2229
- (MAP) BEARINGS AND/OR DISTANCES FROM TRACT MAPS
- (DEED) BEARINGS AND/OR DISTANCES FROM DEEDS OF RECORD LISTED BELOW:
 3177 O.R. 720, DEED A 174 O.R. 153, DEED D
 3776 O.R. 141, DEED B 2421 O.R. 330, DEED E
- * BEARINGS ARE BASED ON SAN MATEO COUNTY SURVEY MERIDIAN
- ** DISTANCES SHOWN ARE GROUND DISTANCES TAKEN FROM PLAIN MAP AND/OR DEED

ENGINEER'S CERTIFICATE

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AT THE REQUEST OF CROCKER LAND COMPANY IN JANUARY, 1977. I HEREBY STATE THAT THE PARCEL MAP PROCEDURES OF THE LOCAL AGENCY HAVE BEEN COMPLIED WITH AND THAT THIS PARCEL MAP CONFORMS TO THE APPROVED TENTATIVE MAP AND THE CONDITIONS OF APPROVAL THEREOF WHICH WERE REQUIRED TO BE FULFILLED PRIOR TO THE FILING OF THE PARCEL MAP.



COUNTY ENGINEER'S CERTIFICATE
 THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES.
 DATED JUNE 14th, 1977
 S. H. CANTWELL, JR.
 COUNTY ENGINEER

BY: *[Signature]*
 CHIEF DEPUTY
COUNTY RECORDER'S CERTIFICATE

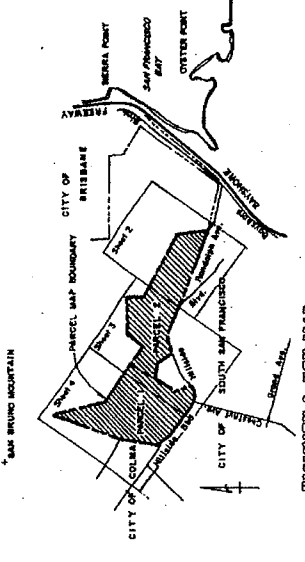
FILED FOR RECORD THIS 22nd DAY OF JUNE, 1977, AT 10:25 A.M. IN BOOK 57 OF PARCEL MAPS AT PAGES 32-35 AT THE REQUEST OF CROCKER LAND COMPANY.
 FILE NO. 40696 AL
 FEE \$ 11.00
 MARVIN CURICH, COUNTY RECORDER
 BY: *[Signature]*
 DEPUTY COUNTY RECORDER

BASIS OF BEARINGS

THE CALIFORNIA COORDINATE SYSTEM, ZONE III, AS DETERMINED FROM TRIANGULATION POINTS, SAN BRUNO MOUNTAIN, BAY PARK AND SIERRA POINT, HAS BEEN USED AS THE BASIS OF BEARINGS FOR THIS MAP. ALL BEARINGS GIVEN ARE GRID BEARINGS, ALL DISTANCES GIVEN ARE GRID DISTANCES. ALL AREAS GIVEN ARE BASED ON GRID DISTANCES. COMBINED SCALE FACTORS USED TO CONVERT GROUND DISTANCES TO GRID DISTANCES RANGE FROM 0.9998764 TO 0.9999227, AND MUST BE DETERMINED BY ELEVATION OF SURVEY POINTS.

NOTES AND LEGEND

- THE SIGNATURES OF THOSE PARTIES HOLDING EASEMENTS AND LEASES AS NOTED UPON THIS MAP, AND WHICH CANNOT RIFEN INTO FEE, HAVE BEEN OMITTED AS PROVIDED BY SECTION 66436 OF THE CALIFORNIA GOVERNMENT CODE.
- ALL DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
- PARCEL MAP BOUNDARY
- INDICATES 3/4" IRON PIPE SET, OR TO BE SET & TAGGED (R.C.E. NO. 19173) ON OR BEFORE AUG. 1, 1977.
- INDICATES EXISTING MONUMENT FOUND, AS NOTED HEREON
- INDICATES STANDARD STREET MONUMENT FOUND



VICINITY & KEY MAP
 SCALE 1" = 3,000'

ACKNOWLEDGEMENT

STATE OF CALIFORNIA
 CITY AND COUNTY OF SAN FRANCISCO
 ON THIS 22nd DAY OF JUNE, 1977, BEFORE ME, EMMA LOUISE BETHENCOURT, A NOTARY PUBLIC IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO, PERSONALLY APPEARED M. SHERMAN EGAN and DONALD M. MOHL, KNOWN TO ME TO BE THE PRESIDENT AND ASSISTANT SECRETARY RESPECTIVELY OF CROCKER LAND COMPANY, THE CORPORATION THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ALSO KNOWN TO ME TO BE THE PERSONS WHO EXECUTED IT IN BEHALF OF THE CORPORATION THEREIN NAMED AND THEY ACKNOWLEDGED THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN THE CITY AND COUNTY OF SAN FRANCISCO, THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

My Commission expires
 APRIL 21, 1980
Emma Louise Bethencourt
 NOTARY PUBLIC IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

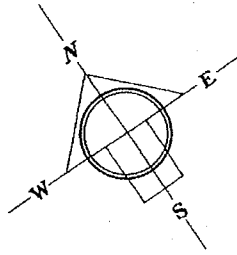


PARCEL MAP

BEING A RESUBDIVISION OF THE LANDS OF CROCKER LAND COMPANY, SITUATE IN THE RANCHO CANADA DE GUADALUPE LA VISTACION Y RODEO VIEJO, UNINCORPORATED TERRITORY IN THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AS DESCRIBED IN VOLUME 6687 OF OFFICIAL RECORDS AT PAGE 443

SAN MATEO CO., CALIFORNIA
 SHEET 1 OF 4 SHEETS
 FEBRUARY 1977

HANS R. MULBERG, INC.
 Civil Engineering - Engineering Planning
 18790 SAN VIEW CIRCLE, BURNHAM HILL, CALIF. 94027 (415) 779-7901



LANDS OF CROCKER LAND COMPANY

PARCEL MAP

BEING A RESUBDIVISION OF THE LANDS OF CROCKER LAND COMPANY, SITUATE IN THE RANCHO CANADA DE GUADALUPE LA VISTACION Y RODEO VIEJO, UNINCORPORATED TERRITORY IN THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AS DESCRIBED IN VOLUME 6697 OF OFFICIAL RECORDS AT PAGE 445

SAN MATEO CO., CALIFORNIA

SCALE: 1" = 200' SHEET 2 OF 4 SHEETS FEBRUARY 1977



HANS R. MULBERG, INC.

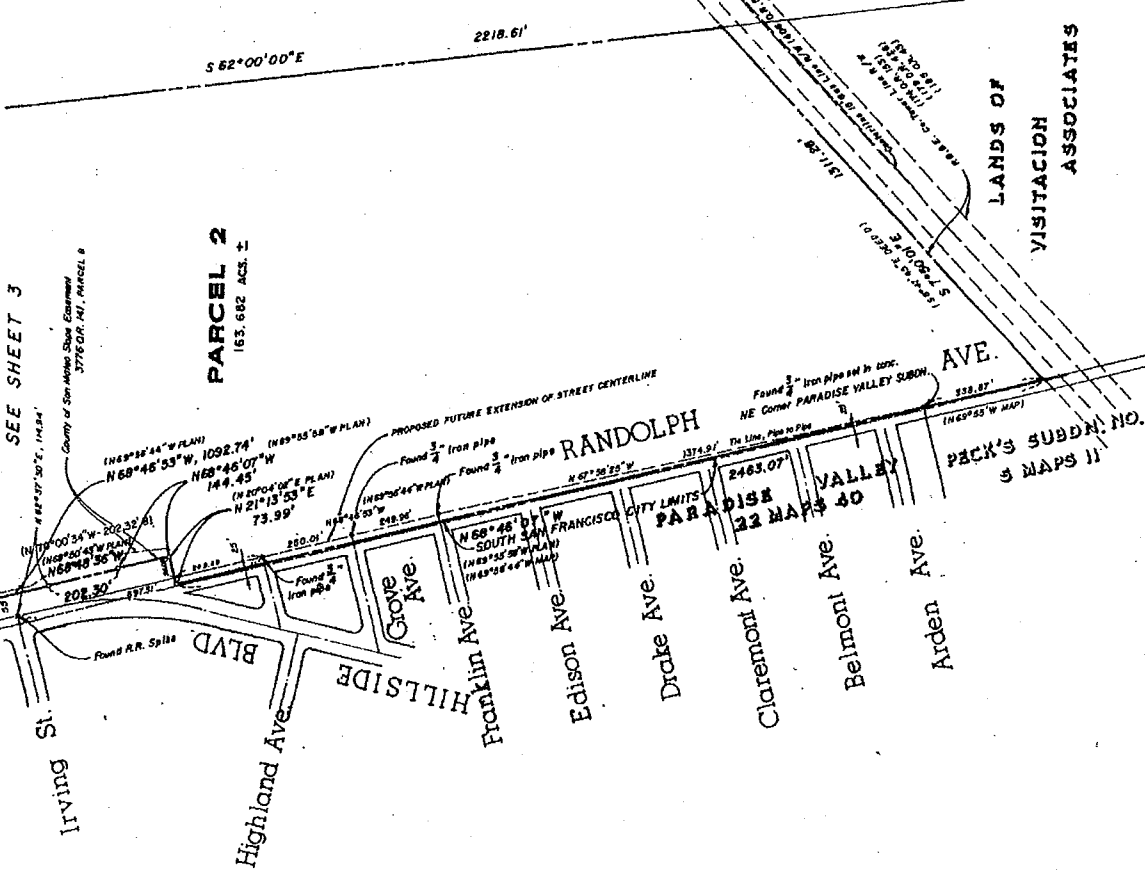
Civil Engineering - Engineering Planning
 4081 17th Street
 San Mateo, California 94401

JOB NO. 78-1028

SEE SHEET 3

County of San Mateo State Examiners
 3778 O.R. 141, PARCEL 8

PARCEL 2
 165.682 ACS. ±



LANDS OF
 VISITACION
 ASSOCIATES

RANDOLPH

PARADISE VALLEY

PECK'S SUBDM. NO. 1
 5 MAPS 11

PARCEL MAP

BEING A RESUBDIVISION OF THE LANDS OF CROCKER LAND COMPANY, SITUATE IN THE RANCHO CANADA DE GUADALUPE LA VISITACION Y RODEO VIEJO, UNINCORPORATED TERRITORY IN THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AS DESCRIBED IN VOLUME 6687 OF OFFICIAL RECORDS AT PAGE 443

SAN MATEO CO., CALIFORNIA

SCALE: 1" = 200' SHEET 3 OF 4 SHEETS FEBRUARY 1977

HANS R. MULBERG, INC.
Civil Engineering - Engineering Planning
18740 ONE VIEW CIRCLE MORRAN HILL, CALIF. 94037 MOB: 779-7761



LANDS OF CROCKER LAND CO.

PARCEL 2
163.682 ACS. ±

PARCEL 1
189.347 ACS. ±

SEE SHEET 4

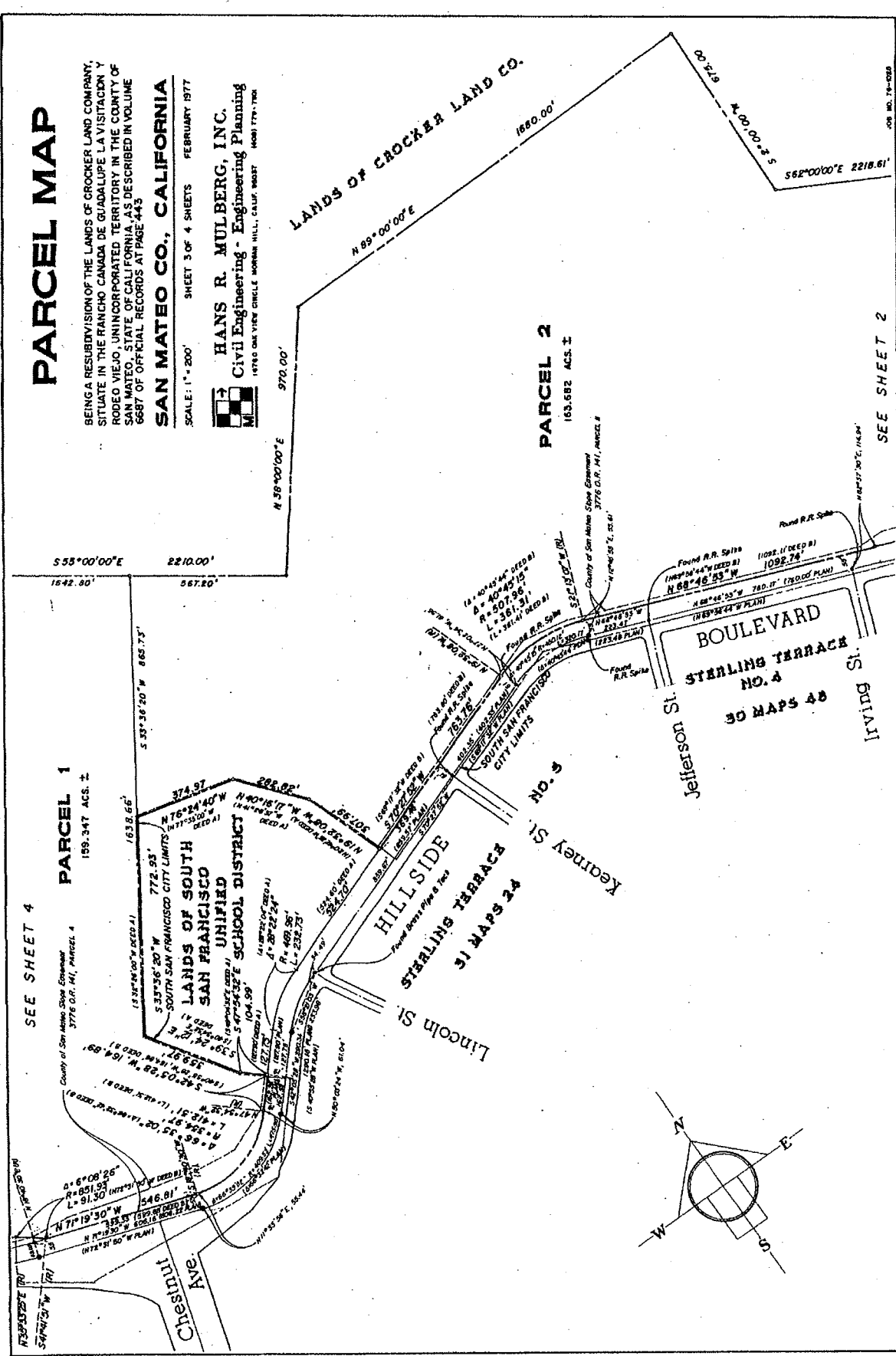
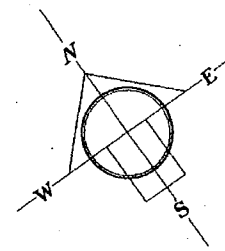
County of San Mateo, State of California
3776 D.R. #1, PARCEL 4

LANDS OF SOUTH SAN FRANCISCO
UNIFIED SCHOOL DISTRICT

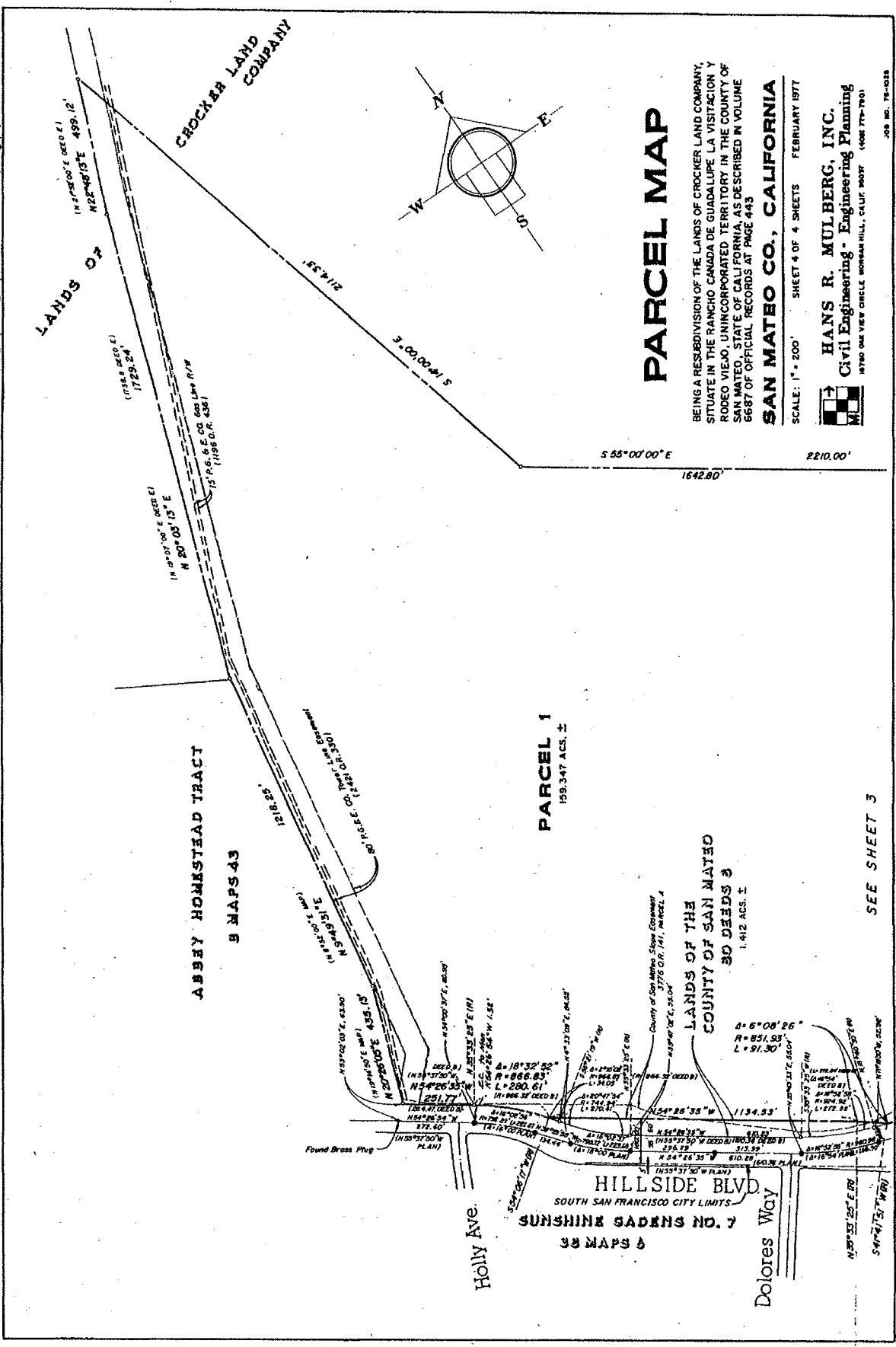
HILLSIDE
STERLING TERRACE
31 MAPS 24

BOULEVARD
STERLING TERRACE
NO. 4
30 MAPS 48

SEE SHEET 2



JOB NO. 74-0258



PARCEL MAP

BEING A RESUBDIVISION OF THE LANDS OF CROCHER LAND COMPANY, SITUATE IN THE RANCHO CANADA DE GUADALUPE LA VISITACION Y RODEO VIEJO, UNINCORPORATED TERRITORY IN THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AS DESCRIBED IN VOLUME 6687 OF OFFICIAL RECORDS AT PAGE 443

SAN MATEO CO., CALIFORNIA

SCALE: 1" = 200' SHEET 4 OF 4 SHEETS FEBRUARY 1977

HANS R. MULBERG, INC.
 Civil Engineering - Engineering Planning
 18780 OAK VIEW CIRCLE, MORRIS HILL, CALIF. 94037 (408) 774-7901



JOB NO. 78-028

SEE SHEET 3

EXHIBIT E
EXOTICS CONTROL CONTRACT
[SEE ATTACHED]

**AGREEMENT BETWEEN TERRABAY PARTNERS, LLC, AND
WEST COAST WILDLANDS, INC.**

THIS AGREEMENT is made and entered into on October 15, 2008, by and between the TERRABAY PARTNERS, LLC., hereinafter referred to as "CLIENT", and WEST COAST WILDLANDS, hereinafter referred to as "CONTRACTOR. "

RECITALS

WHEREAS, CONTRACTOR represents that CONTRACTOR is experienced and well qualified in the field of Exotics control for habitat restoration.

WHEREAS, CLIENT desires to employ CONTRACTOR to assist CLIENT with the Year 1 (Table 1) of the 5 year Exotics Control Plan, Terra Bay, as stated in Tables 1-10 that includes sites 3,4,5,22 and 23 listed in Attachment "A".

NOW, THEREFORE, incorporating the foregoing recitals herein, CLIENT and CONTRACTOR mutually agree as follows:

1. **SCOPE OF WORK.** Upon being given a notice to proceed by Client or County as defined in Paragraph 17, which either may give or withhold at its sole discretion, the CONTRACTOR shall provide all work as described in CONTRACTOR'S work scope and cost estimate (Attachment "A") attached hereto and incorporated as though fully set forth herein. The scope of work shall include all items and procedures necessary to properly complete the task CONTRACTOR has been hired to perform, whether specifically included in the scope of work or not.

2. **COMPENSATION.** CLIENT shall pay CONTRACTOR, provided notice to proceed had been given, for services performed under this Agreement the total sum not to exceed \$26,785.00 for the Fall, 2008 work. This compensation shall be the total compensation for the services provided by CONTRACTOR, including all out-of-pocket costs incurred. CLIENT shall pay no fee other than the compensation listed in this paragraph unless otherwise agreed to in writing by the CLIENT.

3. **PAYMENT PROCEDURE.** CONTRACTOR shall be paid for services rendered after receipt of monthly itemized invoices for the work completed and approved by CLIENT in accordance with the terms of this AGREEMENT and according to the billing rates given as Attachment "B".

CLIENT shall approve or disapprove said invoice within ten (10) days following receipt thereof, and shall pay CONTRACTOR within thirty (30) days after receipt and approval by CLIENT of CONTRACTOR'S itemized invoice. CLIENT reserves the right to withhold payment of disputed specific items and shall give notice to the CONTRACTOR, pursuant to Section 17 herein, of all such disputed specific items within ten (10) days following receipt of invoices.

The parties shall exercise good faith and diligence in the resolution of any disputed invoiced amounts.

4. **WAIVER OF DEFAULT.** The failure of any party to enforce against another a provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

5. **LICENSES.** CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession.

6. **LITIGATION.** In the event litigation is commenced involving this contract, CONTRACTOR, at the request of the CLIENT, shall assist CLIENT in the litigation.

7. **STANDARD OF PERFORMANCE.** All work shall be performed in conformity with all legal requirements and industry standards observed by a competent practitioner of the profession in California.

8. **MERGER AND MODIFICATION.** This contract sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This contract may be modified only in writing approved by the CLIENT and signed by all the parties.

9. **EXHIBITS.** In the event of a conflict between the terms, conditions or operations set forth herein and those in exhibits attached hereto, the terms, conditions, or specifications set forth herein shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

10. **TERMINATION.** This Agreement may be terminated by any party upon thirty (30) days written notice to all other parties.

11. **COMPLIANCE WITH ALL LAWS.** CONTRACTOR shall, at CONTRACTOR'S sole cost, comply with all of the requirements of Municipal, State and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations now in force or which may hereafter be in force.

12. **INDEPENDENT CONTRACTOR.** This Agreement calls for the performance of the services of CONTRACTOR as an independent contractor, and CONTRACTOR will not be considered an employee of the CLIENT for any purpose. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.

CONTRACTOR shall have no authority beyond that given in this Agreement to act on behalf of CLIENT as an agent nor to bind CLIENT to any obligation not expressly authorized herein.

13. **INSURANCE.** In addition to any other form of insurance or bond required under the terms of this Agreement, the CONTRACTOR shall procure and maintain for the duration of this Agreement the following types and limits of insurance, otherwise referred to as "basic insurance requirements":

- (a) Automobile liability insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property

damage and personal injury, with limits of ' not less than one million (\$1,000,000) per occurrence; and

- (b) Broad form commercial general liability insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million (\$1,000,000) per occurrence; and
- (c) Workers' compensation insurance with statutory limits.

All policies required of the CONTRACTOR hereunder shall be named additional insured as respects the CLIENT, its officers, agents, employees and assigns, and any insurance or self-insurance maintained by the CLIENT, its officers, agents, employees, and assigns, shall be in excess of the CONTRACTOR'S insurance and shall not contribute with it.

The automobile liability policies shall provide coverage for owned, non-owned and hired autos.

The liability policies shall provide contractual liability coverage for the terms of this Agreement.

The liability policies shall contain an additional insured endorsement in favor of the CLIENT, its officers, agents, employees and assigns.

All policies shall contain the following endorsement: An endorsement providing the CLIENT with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy.

The insurance required under this Agreement shall be maintained until all work required to be performed under the terms of this Agreement is completed to the CLIENT'S satisfaction.

The CLIENT may require CONTRACTOR to submit certificate(s) as evidence of the above-required insurance.

The CONTRACTOR shall be responsible for any deductibles or self-insured retention under all required insurance policies.

Unless otherwise approved by the CLIENT, if any part of the work under this Agreement is subcontracted, the "basic insurance requirements" set forth hereinabove shall be provided by or on behalf of all subcontractors. CONTRACTOR shall be responsible for determining and guaranteeing all subcontractors are insured as set forth in this paragraph.

14. INDEMNIFICATION.

A. Professional Negligence: CONTRACTOR agrees to indemnify, defend (upon request of CLIENT) and hold CLIENT, its governing board, officers and employees harmless from any and all actions, causes of action, claims, demands, liabilities, losses, damages and expenses (including but not limited to attorney fees), of any kind or nature, proximately caused by the failure of CONTRACTOR, its officers, agents, employees or independent contractors to

exercise the degree of skill and care customarily exercised by similar professionals in the State of California when providing similar services.

B. Other Negligence: CONTRACTOR agrees to indemnify, defend (upon request of CLIENT) and hold CLIENT, its governing board, officers and employees harmless from any and all actions, causes of action, claims, demands, liabilities, losses, damages and expenses (including but not limited to attorney fees), of any kind or nature, proximately caused by the negligence of CONTRACTOR, its officers, agents, employees or independent contractors.

15. **EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and therefore shall not be construed against any party.

16. **NOTICES.** All notices relative to this Agreement shall be given in writing and shall be given by delivering same in writing to the parties at the addresses set forth below:

CLIENT: Terrabay Partners, LLC
101 2nd Street, #555
San Francisco, CA 94105
(415) 333-7770

CONTRACTOR: West Coast Wildlands
PO Box 1057
Pacifica, CA 94044-6057
(650) 355-3589
Attn: Mike Forbert

17. **ASSIGNMENT.** This contract shall not be assigned by any party, or any party substituted, without prior written consent of all the parties. Notwithstanding the foregoing Client may assign this Agreement to the County of San Mateo without Contractor's consent.

18. **BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the contract and their heirs, administrators, executors, personal representatives, successors, and assigns.

19. **TITLE TO DOCUMENTS.** All documents, plans, drawings, maps, photographs, and other papers, or copies thereof prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation, become the property of the CLIENT.

20. **ACCOUNTING RECORDS.** CONTRACTOR shall maintain accurate accounting records and other written documentation pertaining to the costs incurred in performance of this Agreement. Such records and documentation shall be kept at CONTRACTOR'S office during the period of this Agreement, and after the term of this Agreement for a period of three years from the date of the final payment under this Agreement. CLIENT or any duly authorized representative of CLIENT shall, with reasonable notice, have access to and the right to examine, audit and copy such records.

21. **CORPORATE AUTHORITY.** Each individual executing this Agreement represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of the corporation or organization named herein and that this Agreement is binding upon said corporation or organization in accordance with its terms.

22. TAX NUMBERS.

CONTRACTOR'S Federal Tax ID Number: 94-3340063

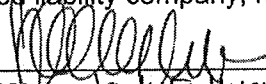
CONTRACTOR is a California Corporation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

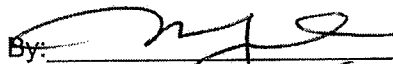
"CLIENT"

TERRABAY PARTNERS, LLC , Delaware limited liability company

By: Myers Terrabay Company, LLC, a Delaware limited liability company, managing member

By: 
Name: Jack E. Myers
Its: Manager
Date: 10.29.08

"CONTRACTOR"

By: 
Name: Vincent Forster
Its: President
Date: 10-31-2008

ATTACHMENT A

Work Summary:

The initial contractor's effort as listed in Table 1 is the work scope and costs for habitat maintenance and enhancement (exotic species control) within the dedication parcels. The Project for Table 1 will begin October 29, 2008 and completed by February 15, 2009. Site locations are shown in Figure 1.

2008 Fall Application Costs

Table 1. Proposed work-scope and costs for habitat maintenance and enhancement (exotic species control) within the dedication parcels. Site locations are shown in Figure 1. 2008/2009 rates for hand labor, spray labor, and herbicides are cited below.

Site Name & APN Number	Exotic species ¹	Hand Control/ Mowing (days)	Spray Rig (days)	Backpack (days)	Herbicide Mix (Gal)	
					Garlon 4 Ultra	Aquamaster
3. Remainder Parcel APN 007-180-220 (1.98 Acres)	B,F,PG,T, W	0.5 (740.00)		0.5 (740.00)	25 (93.75)	10 (25.00)
4. Remainder Parcel APN 007-180-230 (7.02 Acres)	F,PG,T,W	2.0 (2960.00)		1.0 (1480.00)	25 (93.75)	10 (25.00)
5. Remainder Parcel APN 007-180-280 (14.30 Acres)	B,F,PG,T, W	2.0 (2960.0)		1.0 (1480.00)	50 (187.50)	25 (62.50)
22. Juncus Ravine Parcel APN 090-110-070 (1.95 Acres)	F,T,W	0.5 (740.00)		0.5 (740.00)	10 (37.50)	10 (25.00)
23. Juncus Ravine Parcel APN 090-110-080 (157.40 Acres)	B,E,F,O, PG,PH,T, W	4.0 (5920.00)	1.0 (1680.00)	4.0 (5920.00)	200 (750.00)	50 (125.00)
Totals		\$13,320.00	\$1,680.00	\$10,360.00	\$1,162.50	\$262.50
Total Cost						\$26,785.00

Exotic pest plant control rates for 2008-2009

Backpack spray (4 person)

\$1480/day+herbicide

Spray rig (4 person)

\$1680/day+herbicide (includes \$200/day spray rig charge)

Hand Control (3 person crew)

\$1480 /day

Aquamaster (2% solution):

\$2.50 /gal

Garlon (2% solution):

\$3.75 /gal

Grazing

\$750/Acre (Plus mobilization)

1. Exotic Species

B=Broom, F=Fennel, E=Eucs, HB= Himalaya berry, O=Oxalis pes-caprea, PG= Pampas grass, PH=Poison Hemlock, T=Italian Thistle, W=Wild radish

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2009 Spring Application Costs

Table 2. Proposed work-scope and costs for habitat maintenance and enhancement (exotic species control) within the dedication parcels. Site locations are shown in Figure 1. 2008/2009 rates for hand labor, spray labor, and herbicides are cited below.

Site Name & APN Number	Exotic species ¹	Hand Control/ Mowing (days)	Spray Rig (days)	Backpack (days)	Herbicide Mix (Gal)	
					Garlon 4 Ultra	Aquamanster
3. Remainder Parcel APN 007-180-220 (1.98 Acres)	B,F,PG,T, W			0.5 (740.00)	25 (93.75)	10 (25.00)
4. Remainder Parcel APN 007-180-230 (7.02 Acres)	F,PG,T,W			1.0 (1480.00)	25 (93.75)	10 (25.00)
5. Remainder Parcel APN 007-180-280 (14.30 Acres)	B,F,PG,T, W	1.0 (1480.00)		2.0 (2960.00)	50 (187.50)	25 (62.50)
22. Juncus Ravine Parcel APN 090-110-070 (1.95 Acres)	F,T,W			0.5 (740.00)	10 (37.50)	10 (25.00)
23. Juncus Ravine Parcel APN 090-110-080 (157.40 Acres)	B,E,F,O, PG,PH,T, W	1.0 (1480.00)	2.0 (3360.00)	4.0 (5920.00)	200 (750.00)	50 (125.00)
Totals		\$2,960.00	\$3,360.00	\$11,840.00	\$1,162.50	\$262.50
Total Cost						\$19,585.00

Exotic pest plant control rates for 2008-2009

Backpack spray (4 person)

\$1480/day+herbicide

Spray rig (4 person)

\$1680/day+herbicide (includes \$200/day spray rig charge)

Hand Control (3 person crew)

\$1480 /day

Aquamanster (2% solution):

\$2.50 /gal

Garlon (2% solution):

\$3.75 /gal

Grazing

\$750/Acre (Plus mobilization)

1. Exotic Species

B=Broom, F=Fennel, E=Eucis, HB= Himalaya berry, O=Oxalis pes-caprea, PG= Pampas grass, PH=Poison Hemlock, T=Italian Thistle, W=Wild radish

2009 Fall Application Costs

Table 3. Proposed work-scope and costs for habitat maintenance and enhancement (exotic species control) within the dedication parcels. Site locations are shown in Figure 1. 2008/2009 rates for hand labor, spray labor, spray labor, and herbicides are cited below.

Site Name & APN Number	Exotic species ¹	Hand Control/ Mowing (days)	Spray Rig (days)	Backpack (days)	Herbicide Mix (Gal)	
					Garlon 4 Ultra	Aquamaster
3. Remainder Parcel APN 007-180-220 (1.98 Acres)	B,F,PG,T, W			0.5 (740.00)	10 (37.50)	10 (25.00)
4. Remainder Parcel APN 007-180-230 (7.02 Acres)	F,PG,T,W			1.0 (1480.00)	25 (93.75)	10 (25.00)
5. Remainder Parcel APN 007-180-280 (14.30 Acres)	B,F,PG,T, W	1.0 (1480.00)		1.0 (1480.00)	25 (93.75)	25 (62.50)
22. Juncus Ravine Parcel APN 090-110-070 (1.95 Acres)	F,T,W			0.5 (740.00)	10 (37.50)	10 (25.00)
23. Juncus Ravine Parcel APN 090-110-080 (157.40 Acres)	B,E,F,O, PG,PH,T, W	2.0 (2960.00)		2.0 (2960.00)	100 (375.00)	50 (125.00)
Totals		\$4,440.00		\$7,400.00	\$637.50	\$262.50
Total Cost						\$12,740.00

Exotic pest plant control rates for 2008-2009

Backpack spray (4 person)

\$1480/day+herbicide

Spray rig (4 person)

\$1680/day+herbicide (includes \$200/day spray rig charge)

Hand Control (3 person crew)

\$1480 /day

Aquamaster (2% solution):

\$2.50 /gal

Garlon (2% solution):

\$3.75 /gal

Grazing

\$750/Acre (Plus mobilization)

1. Exotic Species

B=Broom, F=Fennel, E=Eucis, HB= Himalaya berry, O=Oxalis pes-caprea, PG= Pampas grass, PH=Poison Hemlock, T=Italian Thistle, W=Wild radish

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2010 Spring Application Costs

Table 4. Proposed work-scope and costs for habitat maintenance and enhancement (exotic species control) within the dedication parcels. Site locations are shown in Figure 1. 2010/2011 rates for hand labor, spray labor, and herbicides are cited below.

Site Name & APN Number	Exotic species ¹	Hand Control/ Mowing (days)	Spray Rig (days)	Backpack (days)	Herbicide Mix (Gal)	
					Garlon 4 Ultra	Aquamaster
3. Remainder Parcel APN 007-180-220 (1.98 Acres)	B,F,PG,T, W			0.5 (780.00)	10 (37.50)	10 (25.00)
4. Remainder Parcel APN 007-180-230 (7.02 Acres)	F,PG,T,W			1.0 (1560.00)	25 (93.75)	10 (25.00)
5. Remainder Parcel APN 007-180-280 (14.30 Acres)	B,F,PG,T, W			1.0 (1560.00)	50 (160.50)	25 (62.50)
22. Juncus Ravine Parcel APN 090-110-070 (1.95 Acres)	F,T,W			0.5 (780.00)	10 (37.50)	10 (25.00)
23. Juncus Ravine Parcel APN 090-110-080 (157.40 Acres)	B,E,F,O, PG,PH,T, W	1.0 (1560.00)	2.0 (3120.00)	2.0 (3120.00)	100 (375.00)	50 (125.00)
Totals		\$1,560.00	\$3,120.00	\$7,800.00	\$731.25	\$262.50
Total Cost						\$13,473.75

Exotic pest plant control rates for 2010-2011

Backpack spray (4 person)

\$1560/day+herbicide

Spray rig (4 person)

\$1760/day+herbicide (includes \$200/day spray rig charge)

Hand Control (3 person crew)

\$1560 /day

Aquamaster(2% solution):

\$2.50 /gal

Garlon (2% solution):

\$3.75 /gal

Grazing

\$750/Acre (Plus mobilization)

1. Exotic Species

B=Broom, F=Fennel, E=Euces, HB= Himalaya berry, O=Oxalis pes-caprea, PG= Pampas grass, PH=Poison Hemlock, T=Italian Thistle, W=Wild radish

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2010 Fall Application Costs

Table 5. Proposed work-scope and costs for habitat maintenance and enhancement (exotic species control) within the dedication parcels. Site locations are shown in Figure 1. 2010/2011 rates for hand labor, spray labor, and herbicides are cited below.

Site Name & APN Number	Exotic species ¹	Hand Control/ Mowing (days)	Spray Rig (days)	Backpack (days)	Herbicide Mix (Gal)	
					Garlon 4 Ultra	Aquamaster
3. Remainder Parcel APN 007-180-220 (1.98 Acres)	B,F,PG,T, W			0.5 (780.00)	10 (37.50)	10 (25.00)
4. Remainder Parcel APN 007-180-230 (7.02 Acres)	F,PG,T,W			1.0 (1560.00)	25 (93.75)	10 (25.00)
5. Remainder Parcel APN 007-180-280 (14.30 Acres)	B,F,PG,T, W	1.0 (1560.00)		1.0 (1560.00)	25 (93.75)	25 (62.50)
22. Juncus Ravine Parcel APN 090-110-070 (1.95 Acres)	F,T,W			0.5 (780.00)	10 (37.50)	10 (25.00)
23. Juncus Ravine Parcel APN 090-110-080 (157.40 Acres)	B,E,F,O, PG,PH,T, W	1.0 (1560.00)		2.0 (3120.00)	100 (375.00)	50 (125.00)
Totals		\$3,120.00		\$7,800.00	\$637.50	\$262.50
Total Cost						\$11,820.00

Exotic pest plant control rates for 2010-2011

Backpack spray (4 person)

\$1560/day+herbicide

Spray rig (4 person)

\$1760/day+herbicide (includes \$200/day spray rig charge)

Hand Control (3 person crew)

\$1560 /day

Aquamaster(2% solution):

\$2.50 /gal

Garlon (2% solution):

\$3.75 /gal

Grazing

\$750/Acre (Plus mobilization)

1. Exotic Species

B=Broom, F=Fennel, E=Eucis, HB= Himalaya berry, O=Oxalis pes-caprea, PG= Pampas grass, PH=Poison Hemlock, T=Italian Thistle, W=Wild radish

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2011 Spring Application Costs

Table 6. Proposed work-scope and costs for habitat maintenance and enhancement (exotic species control) within the dedication parcels. Site locations are shown in Figure 1. 2010/2011 rates for hand labor, spray labor, and herbicides are cited below.

Site Name & APN Number	Exotic species ¹	Hand Control/ Mowing (days)	Spray Rig (days)	Backpack (days)	Herbicide Mix (Gal)	
					Garlon 4 Ultra	Aquamaster
3. Remainder Parcel APN 007-180-220 (1.98 Acres)	B,F,PG,T, W			0.5 (780.00)	10 (37.50)	10 (25.00)
4. Remainder Parcel APN 007-180-230 (7.02 Acres)	F,PG,T,W			1.0 (1560.00)	25 (93.75)	10 (25.00)
5. Remainder Parcel APN 007-180-280 (14.30 Acres)	B,F,PG,T, W			1.0 (1560.00)	25 (93.75)	25 (62.50)
22. Juncus Ravine Parcel APN 090-110-070 (1.95 Acres)	F,T,W			0.5 (780.00)	10 (37.50)	10 (25.00)
23. Juncus Ravine Parcel APN 090-110-080 (157.40 Acres)	B,E,F,O, PG,PH,T, W		2.0 (3520.00)	2.0 (3120.00)	100 (375.00)	50 (125.00)
Totals			\$3,520.00	\$7,800.00	\$637.50	\$262.50
Total Cost						\$12,220.00

Exotic pest plant control rates for 2010-2011

Backpack spray (4 person)

\$1560/day+herbicide

Spray rig (4 person)

\$1760/day+herbicide (includes \$200/day spray rig charge)

Hand Control (3 person crew)

\$1560 /day

Aquamaster(2% solution):

\$2.50 /gal

Garlon (2% solution):

\$3.75 /gal

Grazing

\$750/Acre (Plus mobilization)

1. Exotic Species

B=Broom, F=Fennel, E=Eucis, HB= Himalaya berry, O=Oxalis pes-caprea, PG= Pampas grass, PH=Poison Hemlock, T=Italian Thistle, W=Wild radish

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2011 Fall Application Costs

Table 7. Proposed work-scope and costs for habitat maintenance and enhancement (exotic species control) within the dedication parcels. Site locations are shown in Figure 1. 2010/2011 rates for hand labor, spray labor, and herbicides are cited below.

Site Name & APN Number	Exotic species ¹	Hand Control/ Mowing (days)	Spray Rig (days)	Backpack (days)	Herbicide Mix (Gal)	
					Garlon 4 Ultra	Aquamaster
3. Remainder Parcel APN 007-180-220 (1.98 Acres)	B,F,PG,T, W			0.5 (780.00)	10 (37.50)	10 (25.00)
4. Remainder Parcel APN 007-180-230 (7.02 Acres)	F,PG,T,W			1.0 (1560.00)	25 (93.75)	10 (25.00)
5. Remainder Parcel APN 007-180-280 (14.30 Acres)	B,F,PG,T, W			1.0 (1560.00)	25 (93.75)	25 (62.50)
22. Juncus Ravine Parcel APN 090-110-070 (1.95 Acres)	F,T,W			0.5 (780.00)	10 (37.50)	10 (25.00)
23. Juncus Ravine Parcel APN 090-110-080 (157.40 Acres)	B,E,F,O, PG,PH,T, W	1.0 (1560.00)		2.0 (3120.00)	100 (375.00)	25 (62.50)
Totals		\$1,560.00		\$7,800.00	\$637.50	\$262.50
Total Cost						\$9,998.00

Exotic pest plant control rates for 2010-2011

Backpack spray (4 person)

\$1560/day+herbicide

Spray rig (4 person)

\$1760/day+herbicide (includes \$200/day spray rig charge)

Hand Control (3 person crew)

\$1560 /day

Aquamaster(2% solution):

\$2.50 /gal

Garlon (2% solution):

\$3.75 /gal

Grazing

\$750/Acre (Plus mobilization)

1. Exotic Species

B=Broom, F=Fennel, E=Eucis, HB= Himalaya berry, O=Oxalis pes-caprea, PG= Pampas grass, PH=Poison Hemlock, T=Italian Thistle, W=Wild radish

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2012 Spring Application Costs

Table 8. Proposed work-scope and costs for habitat maintenance and enhancement (exotic species control) within the dedication parcels. Site locations are shown in Figure 1. 2012/2013 rates for hand labor, spray labor, and herbicides are cited below.

Site Name & APN Number	Exotic species ¹	Hand Control/ Mowing (days)	Spray Rig (days)	Backpack (days)	Herbicide Mix (Gal)	
					Garlon 4 Ultra	Aquamaster
3. Remainder Parcel APN 007-180-220 (1.98 Acres)	B,F,PG,T, W			0.5 (820.00)	10 (37.50)	10 (25.00)
4. Remainder Parcel APN 007-180-230 (7.02 Acres)	F,PG,T,W			1.0 (1640.00)	25 (93.75)	10 (25.00)
5. Remainder Parcel APN 007-180-280 (14.30 Acres)	B,F,PG,T, W			1.0 (1640.00)	25 (93.75)	25 (62.50)
22. Juncus Ravine Parcel APN 090-110-070 (1.95 Acres)	F,T,W			0.5 (820.00)	10 (37.50)	10 (25.00)
23. Juncus Ravine Parcel APN 090-110-080 (157.40 Acres)	B,E,F,O, PG,PH,T, W		2.0 (3680.00)	2.0 (3280.00)	100 (375.00)	25 (62.50)
Totals			\$3,680.00	\$3,840.00	\$637.50	\$17.50
Total Cost						\$8,420.00

Exotic pest plant control rates for 2012-2013

Backpack spray (4 person)

\$1640/day+herbicide

Spray rig (4 person)

\$1840/day+herbicide (includes \$200/day spray rig charge)

Hand Control (3 person crew)

\$1640 /day

Aquamaster (2% solution):

\$2.50 /gal

Garlon (2% solution):

\$3.75 /gal

Grazing

\$750/Acre (Plus mobilization)

1. Exotic Species

B=Broom, F=Fennel, E=Eucis, HB= Himalaya berry, O=Oxalis pes-caprea, PG= Pampas grass, PH=Poison Hemlock, T=Italian Thistle, W=Wild radish

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2012 Fall Application Costs

Table 9. Proposed work-scope and costs for habitat maintenance and enhancement (exotic species control) within the dedication parcels. Site locations are shown in Figure 1. 2012/2013 rates for hand labor, spray labor, and herbicides are cited below.

Site Name & APN Number	Exotic species ¹	Hand Control/ Mowing (days)	Spray Rig (days)	Backpack (days)	Herbicide Mix (Gal)	
					Garlon 4 Ultra	Aquamaster
3. Remainder Parcel APN 007-180-220 (1.98 Acres)	B,F,PG,T, W			0.5 (780.00)	10 (37.50)	10 (25.00)
4. Remainder Parcel APN 007-180-230 (7.02 Acres)	F,PG,T,W			1.0 (1560.00)	25 (93.75)	10 (25.00)
5. Remainder Parcel APN 007-180-280 (14.30 Acres)	B,F,PG,T, W			1.0 (1560.00)	25 (93.75)	25 (62.50)
22. Juncus Ravine Parcel APN 090-110-070 (1.95 Acres)	F,T,W			0.5 (780.00)	10 (37.50)	10 (25.00)
23. Juncus Ravine Parcel APN 090-110-080 (157.40 Acres)	B,E,F,O, PG,PH,T, W	1.0 (1640.00)		2.0 (3120.00)	100 (375.00)	25 (62.50)
Totals		\$1,640.00		\$7,800.00	\$637.50	\$262.50
Total Cost						\$10,340.00

Exotic pest plant control rates for 2012-2013

Backpack spray (4 person)

\$1640/day+herbicide

Spray rig (4 person)

\$1840/day+herbicide (includes \$200/day spray rig charge)

Hand Control (3 person crew)

\$1640 /day

Aquamaster (2% solution):

\$2.50 /gal

Garlon (2% solution):

\$3.75 /gal

Grazing

\$750/Acre (Plus mobilization)

1. Exotic Species

B=Broom, F=Fennel, E=Euca, HB= Himalaya berry, O=Oxalis pes-caprea, PG= Pampas grass, PH=Poison Hemlock, T=Italian Thistle, W=Wild radish

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2013 Spring Application Costs

Table 10. Proposed work-scope and costs for habitat maintenance and enhancement (exotic species control) within the dedication parcels. Site locations are shown in Figure 1. 2012/2013 rates for hand labor, spray labor, and herbicides are cited below.

Site Name & APN Number	Exotic species ¹	Hand Control/ Mowing (days)	Spray Rig (days)	Backpack (days)	Herbicide Mix (Gal)	
					Garlon 4 Ultra	Aquamaster
3. Remainder Parcel APN 007-180-220 (1.98 Acres)	B,F,PG,T, W			0.5 (780.00)	10 (37.50)	10 (25.00)
4. Remainder Parcel APN 007-180-230 (7.02 Acres)	F,PG,T,W			1.0 (1640.00)	25 (93.75)	10 (25.00)
5. Remainder Parcel APN 007-180-280 (14.30 Acres)	B,F,PG,T, W			1.0 (1640.00)	25 (93.75)	25 (62.50)
22. Juncus Ravine Parcel APN 090-110-070 (1.95 Acres)	F,T,W			0.5 (780.00)	10 (37.50)	10 (25.00)
23. Juncus Ravine Parcel APN 090-110-080 (157.40 Acres)	B,E,F,O, PG,PH,T, W	1.0 (1640.00)	1.0 (1640.00)	2.0 (3280.00)	100 (375.00)	25 (62.50)
Totals		\$1,640.00	\$1,640.00	\$8,200.00	\$637.50	\$262.50
Total Cost						\$12,280.00

Exotic pest plant control rates for 2012-2013

Backpack spray (4 person)

\$1640/day+herbicide

Spray rig (4 person)

\$1840/day+herbicide (includes \$200/day spray rig charge)

Hand Control (3 person crew)

\$1640 /day

Aquamaster (2% solution):

\$2.50 /gal

Garlon (2% solution):

\$3.75 /gal

Grazing

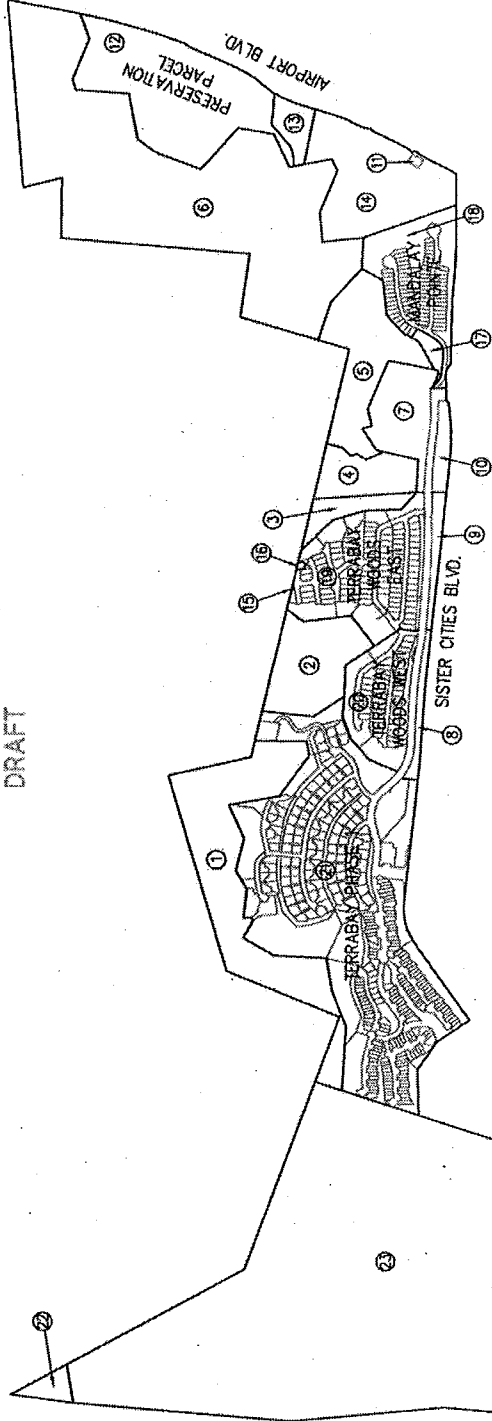
\$750/Acre (Plus mobilization)

1. Exotic Species

B=Broom, F=Fennel, E=Eucis, HB= Himalaya berry, O=Oxalis pes-caprea, PG= Pampas grass, PH=Poison Hemlock, T=Italian Thistle, W=Wild radish

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No.	APN	Description	Location	Acreage	Current Owner
1	007-180-200	Remainder Parcel	Lands of San Mateo County	26.10	Sunchase & A California, Inc
2	007-180-210	Remainder Parcel	Lands of San Mateo County	1.30	Sunchase & A California, Inc
3	007-180-220	Remainder Parcel	Lands of San Mateo County	1.96	Myers Peninsula Co. LLC/Terrabay Partners LLC
4	007-180-230	Remainder Parcel	Lands of San Mateo County	7.02	Myers Peninsula Co. LLC
5	007-180-280	Remainder Parcel	Lands of San Mateo County	14.30	Myers Peninsula Co. LLC
6	007-180-290	Remainder Parcel	Lands of San Mateo County	7.40	Sunchase & A California, Inc
7	007-644-030	Recreation/Open Space Parcel	City of South San Francisco	8.22	Myers Preservation LLC
8	007-642-010	Linear Park	City of South San Francisco	1.72	Terrabay Partners LLC
9	007-642-020	Linear Park	City of South San Francisco	1.84	Terrabay Partners LLC
10	007-642-030	Linear Park	City of South San Francisco	1.99	Terrabay Partners LLC
11	007-650-050	Cal Water Pump Station Parcel	City of South San Francisco	0.17	California Water Service Co.
12	007-650-130	Preservation Parcel	City of South San Francisco	2.69	San Mateo County
13		Buffer Parcel	City of South San Francisco	17.91	Myers Terrabay Company I LLC
14		Commercial Parcel	City of South San Francisco	0.01	Myers Terrabay Company I LLC
15	007-680-280	Debris Basin Parcel	City of South San Francisco	0.07	Terrabay Partners LLC
16	007-680-290	Debris Basin Parcel	City of South San Francisco	1.02	Terrabay Partners LLC
17		Peninsula Mandalay Parcel	City of South San Francisco	13.95	Terrabay Partners LLC
18		Mandaley Points	City of South San Francisco	21.13	Terrabay Partners LLC
19		Terrabay Woods East	City of South San Francisco	71.21	Terrabay Partners LLC
20		Terrabay Woods West	City of South San Francisco	72.50	Terrabay Partners LLC
21		Terrabay Phase I	Lands of San Mateo County	1.89	Terrabay Partners LLC
22	090-110-070	Juncos Ravine Parcel	Lands of San Mateo County	1.89	Terrabay Partners LLC
23	090-110-080	Juncos Ravine Parcel	Lands of San Mateo County	157.40	Terrabay Partners LLC

SCALE 1" = 800'

ME Engineers
11-22-06

MYERS DEVELOPMENT COMPANY
TERRABAY PARCELS

FIGURE 1

EXHIBIT F
FORM OF ASSIGNMENT
[SEE ATTACHED]

ASSIGNMENT AND ASSUMPTION OF CONTRACTS

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assumption Agreement") is entered into as of March __, 2009 (the "Effective Date") by and between Terrabay Partners, LLC, a Delaware limited liability company ("Assignor"), and the County of San Mateo ("Assignee").

A. Assignor and Assignee are parties to that certain Juncus Ravine and Remainder Lands Dedication and Agreement dated as of March __, 2009 (the "Dedication Agreement"). All capitalized terms not otherwise defined herein shall have the respective meanings ascribed thereto in the Agreement.

B. In accordance with the Dedication Agreement, Assignor has agreed to assign to Assignee all of its right, title and interest in and to that contract by and between Terrabay and West Coast Wildlands ("WCW"), dated as of October 15, 2008 (the "Exotics Control Contract"), a copy of which is attached hereto as Exhibit A, and Assignee desires to accept the assignment thereof on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby transfers, assigns, and conveys to Assignee all of Assignor's right, title and interest in and to the Exotics Control Contract.

2. Assumption. Assignee hereby succeeds to and assumes all of the right, title and interest of Assignor in and to, and agrees to perform, or to cause to be performed, and otherwise to discharge or cause to be discharged, as such becomes due or performable, as the case may be, all of Assignor's duties and obligations under, or arising in connection with, the Exotics Control Contract.

3. Obligations.

(a) Assignee. Assignee hereby shall be responsible for all obligations ("Obligations") incurred or arising under or in connection with the Exotics Control Contract after the Effective Date and will indemnify, defend, protect and hold Assignor and its successors and assigns harmless from and against any and all damages, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses), actions, suits, claims, demands and judgments of any nature or description whatsoever asserted against Assignor or any of its successors or assigns for Obligations incurred or arising under or in connection with the Exotics Control Contract from and after the Effective Date or any breach by Assignee of this Assumption Agreement.

(b) Assignor. Assignor hereby shall be responsible for all Obligations incurred or arising under or in connection with the Exotics Control Contract before the Effective Date and will indemnify, defend, protect and hold Assignee and its successors and assigns harmless from and against any and all damages, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses), actions, suits, claims, demands and judgments of any nature or description whatsoever asserted against Assignee or any of its successors or assigns for Obligations incurred or arising under or in connection with the Exotics Control Contract before the Effective Date or any breach by Assignee of this Assumption Agreement.

4. **Miscellaneous.**

(a) **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

(b) **Modifications.** No addition to or modification of any term or provision of this Assignment shall be effective unless set forth in writing and signed by the party to be bound.

(c) **Construction.** The parties mutually acknowledge that they and their attorneys have participated in the preparation and negotiation of this Assignment. In cases of uncertainty this Assignment shall be construed without regard to which of the parties caused the uncertainty to exist.

(d) **No Third Party Rights.** Nothing in this Assignment, express or implied, is intended to confer any rights or remedies under or by reason of this Assignment on any person other than the parties to it and their respective permitted successors and assigns, nor is anything in this Assignment intended to relieve or discharge any obligation of any third person to any party hereto or give any third person any right of subrogation or action over or against any party to this Assignment.

(e) **Governing Law.** This Assignment shall be construed in accordance with, and governed by, the laws of the State of California.

(f) **Counterparts.** This Assignment may be executed in any number of counterparts and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any counterpart signature pages may be detached and assembled to form a single original document.

(g) **Attorneys' Fees.** If any legal action or other proceeding is commenced to enforce or interpret any provision of, or otherwise relating to this assignment, the losing party shall pay the prevailing party's actual expenses incurred in the investigation of any claim leading to the proceeding, preparation for and participation in the proceeding, any appeal or other post judgment motion, and any action to enforce or collect the judgment including contempt, garnishment, levy, discovery and bankruptcy. For this purpose "expenses" include, without limitation, court or other proceedings costs and experts' and attorneys' fees and their expenses. The phrase "prevailing party" shall mean the party who is determined in the proceeding to have prevailed or who prevails by dismissal, default or otherwise.

(h) **Further Assurances.** Assignor and Assignee agree to execute and deliver any further documents or instruments necessary to evidence or effectuate the transactions contemplated by this Assignment.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have entered into this Assignment on the date set forth above.

ASSIGNOR:

TERRABAY PARTNERS, LLC, a Delaware limited liability company

By: Myers Terrabay Company I, LLC,
a Delaware limited liability company,
its Managing Member

By: _____
Name: Jack E. Myers
Its: Manager

ASSIGNEE:

COUNTY OF SAN MATEO

By: _____
Name: Mark Church
Title: President, Board of Supervisors

Date: _____

ATTEST:

By: _____
Name: _____
Title: Clerk of Said Board

Exhibit A

Exotics Control Contract

EXHIBIT G
REMAINDER LANDS GRANT DEED
[SEE ATTACHED]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Name
Street
Address
City &
State

MAIL TAX STATEMENTS TO

Name
Street
Address
City &
State

SPACE ABOVE THIS LINE FOR RECORDER'S USE

OFFER OF DEDICATION OF REMAINDER LANDS

MYERS PENINSULA COMPANY, LLC, a Delaware limited liability company, hereby offers to dedicate to the County of San Mateo a fee simple interest in the parcels of real property situate in the County of San Mateo, State of California described in Exhibit A attached hereto:

APN: 007-180-220
007-180-230
007-180-280

JPN: 07-18-180-09
JPN: 07-18-180-10

Subject to existing easements and agreements of record

Dated: _____, 2009

MYERS PENINSULA COMPANY, LLC, a Delaware limited liability company

By: Myers Terrabay Company I, LLC,
a Delaware limited liability company,
its Managing Member

By: _____
Jack E. Myers
Its Manager

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO)

On _____, 2009 before me, _____,
Notary Public, personally appeared Jack E. Myers, who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

Signature _____

(seal)

EXHIBIT A

LEGAL DESCRIPTION

The land situated in the unincorporated area of the County of San Mateo, State of California, and described as follows:

Beginning at the most Southerly corner of Parcel 1 as shown on Parcel Map filed in the Office of the County Recorder of San Mateo County, State of California, on August 18, 1983 in Volume 53 of Parcel Maps at Pages 82 through 85; thence from said corner along the Southeasterly boundary of Parcel 1 also being a point on a curve with a radius of 7436.97 feet for an arch length of 172.92 feet through a central angle of $01^{\circ}19'56''$ to the most Southerly corner common to Parcel 1 and Parcel 2, as said parcels are shown on the above mentioned map; thence North $17^{\circ}03'35''$ West, 596.50 feet; thence North $59^{\circ}55'53''$ West, 329.31 feet; thence North $71^{\circ}55'00''$ West, 257.73 feet to the true point of beginning said point being on the Northerly line of said Parcel 1 and on the Northerly line Lot 394 of that certain map entitled "Terrabay" as filed on July 2, 1990, in Volume 121 of Maps at Page 65 through 79, records of San Mateo County; thence from said true point of beginning along the Northerly line said Parcel 1 and the Northerly boundary of said "Terrabay" map South $44^{\circ}09'49''$ West, 193.77 feet; thence North $80^{\circ}49'53''$ West, 288.69 feet; thence South $64^{\circ}53'37''$ West, 193.26 feet; thence South $43^{\circ}19'54''$ West, 145.73 feet; thence South $76^{\circ}47'47''$ West, 267.06 feet; thence North $26^{\circ}50'26''$ East, 372.09 feet; thence North $52^{\circ}31'13''$ West, 432.22 feet; thence North $88^{\circ}23'52''$ West, 143.06 feet; thence North $01^{\circ}28'08''$ West, 78.03 feet; thence South $73^{\circ}18'03''$ West, 208.81 feet; thence South $28^{\circ}48'39''$ West, 342.38 feet; thence North $71^{\circ}33'54''$ West, 268.79 feet; thence North $35^{\circ}38'59''$ West 178.44 feet; thence North $12^{\circ}04'04''$ East, 296.55 feet; thence North $01^{\circ}41'05''$ West, 272.12 feet; thence North $30^{\circ}43'00''$ West, 354.53 feet; thence leaving said Northerly boundaries and proceeding along the remainder parcel of said Parcel Map South $62^{\circ}00'00''$ East, 1713.08 feet; thence North $32^{\circ}00'00''$ East, 259.00 feet; thence leaving the boundary of said remainder parcel South $56^{\circ}28'16''$ East, 329.12 feet; thence South $33^{\circ}28'27''$ East, 366.12 feet to the true point of beginning.

All bearings, distances, and areas given are based on grid bearings and distances. Combined scale-factor used to convert ground distances to grid distances range from 0.9998764 to 0.9999227, and must be determined by elevation of survey points.

APN: 007-180-220
007-180-230
007-180-280

JPN: 07-18-180-09
JPN: 07-18-180-10

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the foregoing Offer of Dedication of the Remainder Lands, dated _____, 2009 from Myers Peninsula Company, LLC to the County of San Mateo, State of California, is hereby accepted by the undersigned officer on behalf of the County of San Mateo pursuant to authority conferred by resolution of the Board of Supervisors of the County of San Mateo entitled Resolution No. _____, and the grantee consents to recordation thereof by its duly authorized officer or representative.

COUNTY OF SAN MATEO

By: _____

Name: Mark Church

Title: President, Board of Supervisors

Date: _____, 2009

ATTEST:

By: _____

Name: _____

Title: Clerk of Said Board

EXHIBIT H
REMAINDER LANDS PRELIMINARY TITLE REPORT
[SEE ATTACHED]

EXHIBIT A

The land referred to is situated in the County of San Mateo, City of South San Francisco, State of California, and is described as follows:

Beginning at the most Southerly corner of Parcel 1 as shown on Parcel Map filed in the Office of the County Recorder of San Mateo County, State of California, on August 18, 1983 in Volume 53 of Parcel Maps at Pages 82 through 85; thence from said corner along the Southeasterly boundary of Parcel 1 also being a point on a curve with a radius of 7436.97 feet for an arch length of 172.92 feet through a central angle of 01°19'56" to the most Southerly corner common to Parcel 1 and Parcel 2, as said parcels are shown on the above mentioned map; thence North 17°03'35" West, 596.50 feet; thence North 59°55'53" West, 329.31 feet; thence North 71°55'00" West, 257.73 feet to the true point of beginning said point being on the Northerly line of said Parcel 1 and on the Northerly line Lot 394 of that certain map entitled "Terrabay" as filed on July 2, 1990, in Volume 121 of Maps at Page 65 through 79, records of San Mateo County; thence from said true point of beginning along the Northerly line said Parcel 1 and the Northerly boundary of said "Terrabay" map South 44°09'49" West, 193.77 feet; thence North 80°49'53" West, 288.69 feet; thence South 64°53'37" West, 193.26 feet; thence South 43°19'54" West, 145.73 feet; thence South 76°47'47" West, 267.06 feet; thence North 26°50'26" East, 372.09 feet; thence North 52°31'13" West, 432.22 feet; thence North 88°23'52" West, 143.06 feet; thence North 01°28'08" West, 78.03 feet; thence South 73°18'03" West, 208.81 feet; thence South 28°48'39" West, 342.38 feet; thence North 71°33'54" West, 268.79 feet; thence North 35°38'59" West 178.44 feet; thence North 12°04'04" East, 296.55 feet; thence North 01°41'05" West, 272.12 feet; thence North 30°43'00 West, 354.53 feet; thence leaving said Northerly boundaries and proceeding along the remainder parcel of said Parcel Map South 62°00'00" East, 1713.08 feet; thence North 32°00'00" East, 259.00 feet; thence leaving the boundary of said remainder parcel South 56°28'16" East, 329.12 feet; thence South 33°28'27" East, 366.12 feet to the true point of beginning.

All bearings, distances, and areas given are based on grid bearings and distances. Combined scale-factor used to convert ground distances to grid distances range from 0.9998764 to 0.9999227, and must be determined by elevation of survey points.

APN: 007-180-220
007-180-230
007-180-280

JPN: 07-18-180-09
07-18-180-10



OLD REPUBLIC
TITLE COMPANY

475 Sansome Street, Suite 1700
San Francisco, CA 94111
(415) 397-0500 Fax: (415) 397-0199

PRELIMINARY REPORT

Issued for the sole use of:

2ND UPDATE

HANSON BRIDGETT LLP
425 MARKET STREET, 26TH FLOOR
SAN FRANCISCO, CA 94105

Our Order Number 0227007994-DP

Attention: ANNETTE K. MATHAI-JACKSON

When Replying Please Contact:

David Phillips
(415) 397-0500

Property Address:

Apn 007-180-220 & 230 & 280, South San Francisco, CA

In response to the above referenced application for a policy of title insurance, OLD REPUBLIC 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 below or not excluded from coverage pursuant to the printed Schedules, conditions and Stipulations 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 Exhibit A attached. 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 Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A 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.

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.

Dated as of February 2, 2009, at 7:30 AM

OLD REPUBLIC TITLE COMPANY
For Exceptions Shown or Referred to, See Attached

Page 1 of 8 Pages

OLD REPUBLIC TITLE COMPANY
ORDER NO. 0227007994-DP
2ND UPDATE

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

CLTA Standard Coverage Policy -1990; AND ALTA Loan Policy - 2006. A specific request should be made if another form or additional coverage is desired.

The estate or interest in the land hereinafter described or referred or covered by this Report is:

Fee

Title to said estate or interest at the date hereof is vested in:

Myers Peninsula Company, LLC, a Delaware limited liability company

The land referred to in this Report is situated in the County of San Mateo, City of South San Francisco, State of California, and is described as follows:

Beginning at the most Southerly corner of Parcel 1 as shown on Parcel Map filed in the Office of the County Recorder of San Mateo County, State of California, on August 18, 1983 in Volume 53 of Parcel Maps at Pages 82 through 85; thence from said corner along the Southeasterly boundary of Parcel 1 also being a point on a curve with a radius of 7436.97 feet for an arch length of 172.92 feet through a central angle of 01°19'56" to the most Southerly corner common to Parcel 1 and Parcel 2, as said parcels are shown on the above mentioned map; thence North 17°03'35" West, 596.50 feet; thence North 59°55'53" West, 329.31 feet; thence North 71°55'00" West, 257.73 feet to the true point of beginning said point being on the Northerly line of said Parcel 1 and on the Northerly line Lot 394 of that certain map entitled "Terrabay" as filed on July 2, 1990, in Volume 121 of Maps at Page 65 through 79, records of San Mateo County; thence from said true point of beginning along the Northerly line said Parcel 1 and the Northerly boundary of said "Terrabay" map South 44°09'49" West, 193.77 feet; thence North 80°49'53" West, 288.69 feet; thence South 64°53'37" West, 193.26 feet; thence South 43°19'54" West, 145.73 feet; thence South 76°47'47" West, 267.06 feet; thence North 26°50'26" East, 372.09 feet; thence North 52°31'13" West, 432.22 feet; thence North 88°23'52" West, 143.06 feet; thence North 01°28'08" West, 78.03 feet; thence South 73°18'03" West, 208.81 feet; thence South 28°48'39" West, 342.38 feet; thence North 71°33'54" West, 268.79 feet; thence North 35°38'59" West 178.44 feet; thence North 12°04'04" East, 296.55 feet; thence North 01°41'05" West, 272.12 feet; thence North 30°43'00 West, 354.53 feet; thence leaving said Northerly boundaries and proceeding along the remainder parcel of said Parcel Map South 62°00'00" East, 1713.08 feet; thence North 32°00'00" East, 259.00 feet; thence leaving the boundary of said remainder parcel South 56°28'16" East, 329.12 feet; thence South 33°28'27" East, 366.12 feet to the true point of beginning.

All bearings, distances, and areas given are based on grid bearings and distances. Combined scale-factor used to convert ground distances to grid distances range from 0.9998764 to 0.9999227, and must be determined by elevation of survey points.

APN: 007-180-220
007-180-230
007-180-280

JPN: 07-18-180-09
07-18-180-10

OLD REPUBLIC TITLE COMPANY
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2ND UPDATE

At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions in said policy form would be as follows:

1. Taxes and assessments, general and special, for the fiscal year 2009 - 2010, a lien, but not yet due or payable.

2. Taxes and assessments, general and special, for the fiscal year 2008 - 2009, as follows:

Assessor's Parcel No	:	007-180-220	
Code No.	:	81-016	
1st Installment	:	\$13.17	Marked Paid
2nd Installment	:	\$13.17	NOT Marked Paid
Land	:	\$1,446.00	
Imp. Value	:	\$0.00	
Exemption	:	\$0.00	

3. Taxes and assessments, general and special, for the fiscal year 2008 - 2009, as follows:

Assessor's Parcel No	:	007-180-230	
Code No.	:	84-004	
1st Installment	:	\$77.08	Marked Paid
2nd Installment	:	\$77.08	NOT Marked Paid
Land	:	\$4,361.00	
Imp. Value	:	\$0.00	
Exemption	:	\$0.00	

4. Taxes and assessments, general and special, for the fiscal year 2008 - 2009, as follows:

Assessor's Parcel No	:	007-180-280	
Code No.	:	84-001	
1st Installment	:	\$109.63	Marked Paid
2nd Installment	:	\$109.63	NOT Marked Paid
Land	:	\$10,435.00	
Imp. Value	:	\$0.00	
Exemption	:	\$0.00	

NOTE: Owing to the volume of payments received by the County Tax Collector at this time, the taxes may have been paid, but do not show as paid on the tax roll.

5. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

OLD REPUBLIC TITLE COMPANY
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2ND UPDATE

6. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Sierra and San Francisco Power Company
For : Single line of electrical towers
Dated : March 12, 1925
Recorded : May 18, 1925 in Book 174 of Official Records, Page 153 under
Recorder's Serial Number 38401-A
Affects : Said property

7. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Pacific Gas and Electric Company
For : Single line of towers and wires
Dated : March 12, 1925
Recorded : July 27, 1925 in Book 179 of Official Records, Page 426 under
Recorder's Serial Number 42237-A
Affects : Said property

8. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Pacific Gas and Electric Company
For : Single line of towers and wires
Dated : March 12, 1925
Recorded : July 27, 1925 in Book 185 of Official Records, Page 43 under
Recorder's Serial Number 42238-A
Affects : Said property

9. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Pacific Gas and Electric Company
For : Single line of towers and wires
Dated : March 15, 1929
Recorded : March 30, 1929 in Book 408 of Official Records, Page 54 under
Recorder's Serial Number 31443-B
Affects : Said property

10. Terms and provisions as contained in an instrument,

Entitled : Agreement with respect to the San Bruno Mountain Area Habitat Conservation Plan
Executed By : California Department of Parks and Recreation, County of San Mateo, visitation Associates, a California Partnership, Foremost-McKesson, Inc., a Maryland corporation, Foxhall Investment Ltd.
Recorded : March 22, 1983 in Official Records under Recorder's Serial Number 83026343

Note: Reference is made to said instrument for full particulars.

11. Terms and provisions as contained in an instrument,

Entitled : Trust Agreement regarding the San Bruno Mountain Area Habitat Conservation Plan
Executed By : Foremost-McKesson, Inc., a Maryland corporation
Recorded : March 25, 1983 in Official Records under Recorder's Serial Number 83028231

Note: Reference is made to said instrument for full particulars.

12. Terms and provisions as contained in an instrument,

Entitled : Development Agreement
Executed By : Terraby, a California general partnership and City and County San Francisco, a municipal corporation
Dated : April 14, 1988
Recorded : December 5, 1988 in Official Records under Recorder's Serial Number 88164839

Note: Reference is made to said instrument for full particulars.

13. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Temporary Easement
Granted To : Centex Real Estate Corporation, a Nevada corporation
For : Ingress and egress
Recorded : November 2, 1995 in Official Records under Recorder's Serial Number 95-117435
Affects : All of said land

NOTE: The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein

14. Offer of Dedication in an instrument,

Entitled : Irrevocable Offer of Dedication of Real Property
To : The County of San Mateo, a political subdivision of the State of California
For : The San Bruno Mountain Area Habitat Conservation Plan
Recorded : December 5, 1996 in Official Records under Recorder's Serial Number 1996-150518
Affects : All of said land
Returned to Address : 590 Hamilton Street, Redwood City, CA 94063

Affects this and other property.

15. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Irrevocable Offer of Dedication of Real Property
Reserved By : Sunchase G. A. California I, Inc., a California corporation
For : Future preservation of slope stability and prevention , mitigation, abatement and/or control of conditions that may impair stability
Recorded : December 5, 1996 in Official Records under Recorder's Serial Number 1996-150518
Affects : All of said land

Affects this and other property.

16. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Reciprocal Easement Agreement
Granted To : Western Pacific Housing - Terra Bay Duets, LLC, a Delaware limited liability company
For : Construction purposes, including
Recorded : November 18, 2002 in Official Records under Recorder's Serial Number 2002-238127
Affects : Westerly and Southwesterly portion of tax parcel 007-180-280

NOTE: The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein

Terms and conditions contained in the Grant above referred to.

17. Rights and claims of parties in possession.
18. Any unrecorded and subsisting leases.
19. The requirement that this company be provided with a suitable Owner's Affidavit from the Seller (form ORT 174). The Company reserves the right to make additional exceptions and/or requirements upon review of the Owner's Affidavit.

----- **Informational Notes** -----

- A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.1.
- B. NOTE: According to the public records, there have been no deeds conveying the property described in this report recorded within a period of 24 months prior to the date hereof except as follows:

NONE

OLD REPUBLIC TITLE COMPANY
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2ND UPDATE

- C. In addition to existing requirements pertaining to sellers who are non-residents of California, as a result of recent changes to Section 18662 of the Revenue and Taxation Code, in transactions closing after January 1, 2003 the buyer may then be responsible to withhold 3 1/3% of the sales price (as defined therein) from any seller, if this property is not the seller's principal residence. The statute, as modified, also provides for certain exemptions to the buyer's responsibility to withhold, which may apply.

**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 of 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 which may be asserted by persons in possession thereof,
3. Easements, liens or encumbrances, or claims thereof, which are 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.

**AMERICAN LAND TITLE ASSOCIATION
LOAN POLICY OF TITLE INSURANCE - 2006
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 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 data 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).

EXCEPTIONS FROM COVERAGE – SCHEDULE B, PART 1, SECTION ONE

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:

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.

Old Republic Title Company

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Old Republic Title Company

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from [our affiliates or] others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

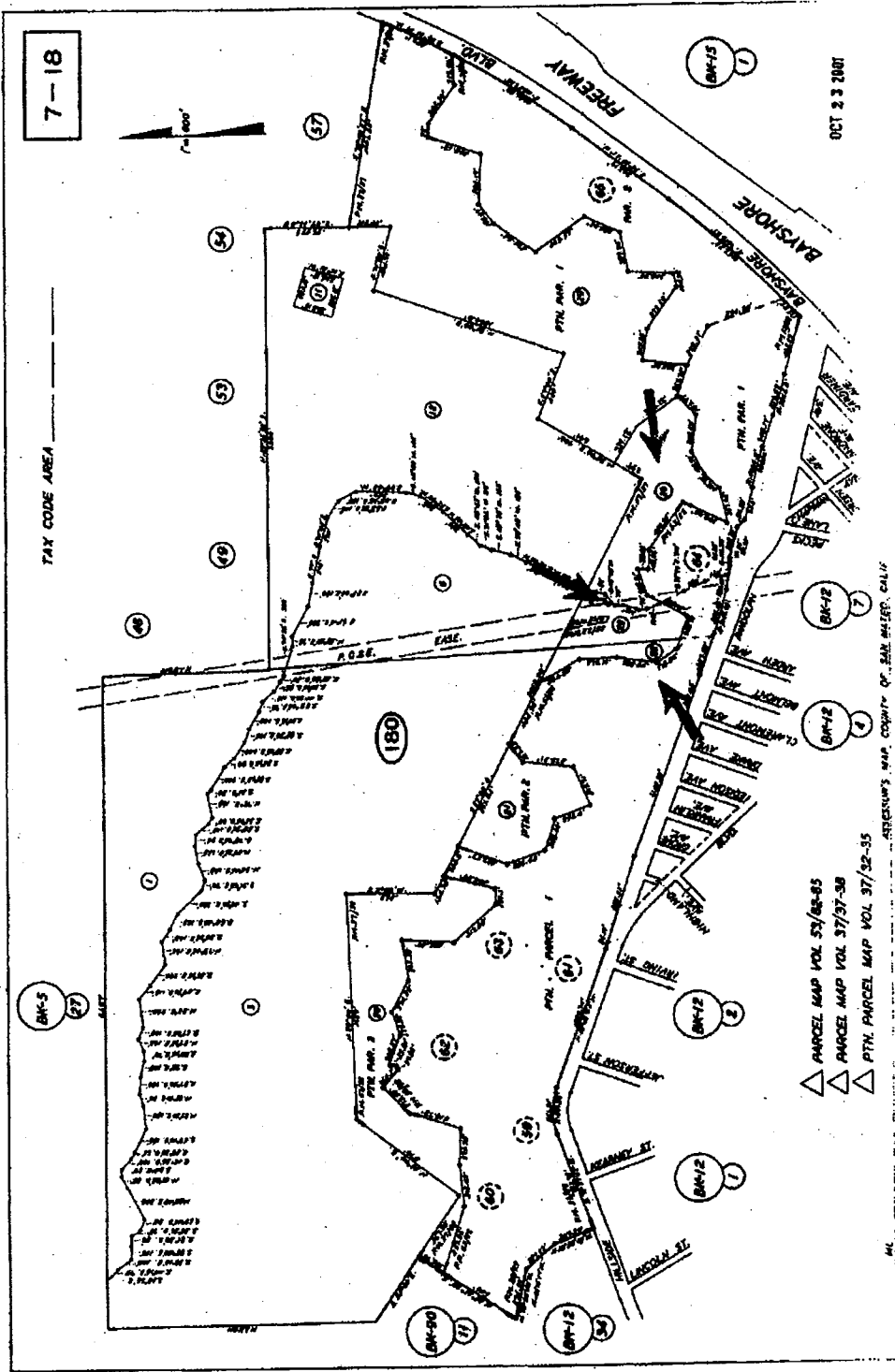
We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



Description: San Mateo, CA Assessor Map 7.18 Page: 1 of 1
 Order: smjrossville Comment: