

RECORDED AT REQUEST OF
WALTER HILL
OFFICE OF THE
COUNTY CLERK
W. PRITCHETT

81026413

RECORDING REQUESTED BY
CENTERS TITLE INSURANCE COMPANY
NAME: Edwin & Nancy Richardson
Address: P.O. Box 682
City & State: Inverness, CA 94937
Title Order No. 220972 Escrow No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO
NAME: Same
ADDRESS: Same
CITY & STATE:

Documentary transfer tax \$ 33.90
 Computed on full value of property conveyed, or
 Computed on full value less liens and encumbrances
existing thereon at time of sale.
John Richardson W.F.J.

A.P. #112-193-03
#117-236-04
#113-310-04
94-010

Individual Grant Deed

220972-16

FOR VALUE RECEIVED, THE INVERNESS FOUNDATION, a corporation

GRANT 'S' TO EDWIN A. RICHARDSON and NANCY L. RICHARDSON
as their community property

all their real property situated in the

County of Marin State of California, described as follows

For description see Exhibit "A" attached hereto and made a part hereof

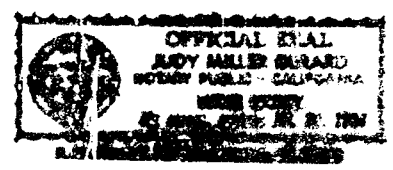
That certain Record marked Exhibit "B" attached hereto and is made a part of Deed

Date June 1 1981

THE INVERNESS FOUNDATION, a corporation

BY: *Mary B. Moore, President*
John Richardson, Secretary

OFFICE OF CALIFORNIA
COUNTY OF SAN



I, the undersigned, County Clerk of the County of SAN, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of SAN, California, and that the same has been compared with the original and found to be a true and correct copy of the original as the same appears in the records of the County of SAN, California.

IN WITNESS WHEREOF I do hereby set my hand and official seal at the County of SAN on the 1 day of June 1981.

BEGINNING at a point on the Northeasterly line of County Road from Point Reyes Station to Inverness, said point being distant South 41° 46' East 122 feet, North 60° 29' East 30.70 feet, South 17° 16' East 247.36 feet, South 50° 52' East 191.03 feet, South 35° 24' East 269.50 feet, South 15° 37' East 250.63 feet, South 59° 16' East 174.03 feet, South 84° 32' East 269.60 feet, South 29° 16' East 156.39 feet, South 51° 46' East 524.703 feet, South 43° 15' East 91.018 feet, South 49° 02' East 370.147 feet, South 10° 02' East 239.66 feet, South 38° 32' East 223.65 feet, South 12° 02' East 205.12 feet, South 57° 36' East 152.93 feet, South 71° 27' East 159.315 feet, and South 31° 43' East 163.06 feet from the point of commencement of the description contained in the Agreement between O. L. Shafter Estate Company, a corporation, to Julia Shafter Hamilton, dated February 2, 1906 and recorded February 6, 1906 in Liber 99 of Deeds, at pag. 5, Marin County Records; running thence from said point of commencement along said line of said County Road, South 31° 43' East 202.18 feet and South 54° 25' East 9.78 feet; thence leaving said road, North 33° 17' East 360 feet, more or less, to a point on the Easterly line of Tide Land Lot 170; thence along said line North 45° West 55 feet, more or less, to a point which bears North 59° 48' East from the point of commencement; thence South 59° 48' West 325 feet, more or less, to the point of commencement.

BEING a portion of said Tide Land Lot 170.

PARCEL TWO:

COMMENCING at a point on the Northeasterly line of County Road from Point Reyes Station to Inverness; said point being distant South 41° 46' East 122 feet, North 60° 29' East 30.70 feet, South 17° 16' East 247.36 feet, South 50° 52' East 191.03 feet, South 35° 24' East 269.50 feet, South 15° 37' East 250.63 feet, South 59° 16' East 174.03 feet, South 84° 32' East 269.60 feet, South 29° 16' East 156.39 feet, South 51° 46' East 524.703 feet, South 43° 15' East 91.018 feet, South 49° 02' East 370.147 feet, South 10° 02' East 239.66 feet, South 38° 32' East 223.65 feet, South 12° 02' East 205.12 feet, South 57° 36' East 152.93 feet, South 71° 27' East 159.315 feet, South 31° 43' East 365.24 feet, and South 54° 25' East 109.78 feet from the point of commencement of the description contained in the Agreement between O. L. Shafter Estate Company, a corporation, to Julia Shafter Hamilton, dated February 2, 1906 and recorded February 6, 1906 in Liber 99 of Deeds, at page 5, Marin County Records; running thence from said point of commencement along said line of said County Road, South 54° 25' East 294.95 feet, South 35° 03' East 183.05 feet and South 37° 10' East 160.01 feet; thence leaving said road line and running North 55° 47' East 370 feet, more or less, to the Easterly line of Tide Land Lot 219; thence along said Easterly line and the Easterly line of Tide Land Lot 170, North 57° 45' West 428 feet, more or less, and North 45° West 310 feet, more or less, to a point which bears North 35° 34' East from the point of commencement; running thence South 35° 34' West 325 feet more or less, to the point of commencement.

BEING portions of Tide Land Lots 170 and 219.

PARCEL THREE:

COMMENCING at a point on the Northeasterly line of County Road from Point Reyes Station to Inverness; said point being distant South 41° 46' East 122 feet, North 60° 29' East 30.70 feet, South 17° 16' East 247.36 feet, South 50° 52' East 191.03 feet, South 35° 24' East 269.50 feet, South 15° 37' East 250.63 feet, South 59° 16' East 174.03 feet, South 84° 32' East 269.60 feet, South 29° 16' East 156.39 feet, South 51° 46' East 524.703 feet, South 43° 15' East 91.018 feet, South 49° 02' East 370.147 feet, South 10° 02' East 239.66 feet, South 38° 32' East 223.65 feet, South 12° 02' East 205.12 feet, South 57° 36' East 152.93 feet, South 71° 27' East 159.315 feet, South 31° 43' East 365.24 feet, and South 54° 25' East 9.78 feet from the point of commencement of the description contained in the agreement between O. L. Shafter Estate Company, a corporation, to Julia Shafter Hamilton, dated February 2, 1906 and recorded February 6, 1906 in Liber 99 of Deeds at page 5; from said point of commencement along said line of said County Road, South 54° 25' East 100 feet, thence leaving said road North 35° 34' East 315 feet, more or less, to the Easterly line of Tide Land Lot 170, thence along said line North 45° West 120 feet, more or less, to a point which bears North 33° 17' East from the point of commencement; thence South 33° 17' West 360 feet, more or less, to the point of commencement.

EXHIBIT "B"

RIDER TO GRANT DEED

RECITALS

A. The Inverness Foundation is a charitable, non-profit California corporation dedicated to the preservation and enhancement of the natural areas in and around the community of Inverness, California.

B. The subject property (Assessor's Parcels #112-193-03, #112-256-03, #111-310-04) has great natural beauty and aesthetic, scientific, educational, and ecological value. The Inverness Foundation desires to insure to the maximum extent practicable, consistent with the grant herein, that the subject property shall remain as public open space and as a public recreation area and as part of the great ecological and aesthetic resources available to the people of Inverness and to the State of California.

C. Situate on the subject property is the "Brock Schreiber Boathouse," which has been listed by the National Registry of Historic Places. It is the intent of the Inverness Foundation that the integrity of that structure be maintained and preserved as part of the historic heritage of the Inverness community.

In light of the foregoing facts, and in consideration of the premises herein, Inverness Foundation hereby grants to Edwin A. Richardson and Nancy L. Richardson, his Wife, (hereinafter "Grantees") the said property as herein described, subject to the easements, conditions, limitations, reservations and restrictions of record as hereinafter set forth and all of which are granted and reserved in perpetuity.

AGREEMENT

1. Rights and Restrictions. There shall not be permitted on the subject property:

(a) The parking of motor vehicles, except for emergencies, which would in any way interfere, inhibit, or reduce access by the public to beach and water areas;

(b) Any animals other than household pets;

(c) Any signs, unless prior approval is obtained from the Inverness Foundation as to size, design, and construction;

(d) Any trash, garbage or refuse unless same is kept in covered containers;

(e) Temporary structures, such as (by way of illustration and not in limitation), tents, house trailers, mobile or portable homes, shacks or sheds, unless such temporary structures are utilized in connection with approved construction of improvements on the property;

(f) Outside antennae or towers for radio or television, without the express written approval of the Inverness Foundation;

(g) Any mining or drilling operations of any type;

(h) Any shortwave or other kind of radio transmissions or satellite communications.

2. Easements. Grantee hereby grant in perpetuity to the Inverness Foundation the following easements as hereinafter described:

(a) The property may be utilized by members of the public for access to beach and water areas for public and recreational use. It is expressly understood by Grantees that they may permit no act which would have a significant adverse affect upon the visual beauty of the surrounding area or materially interfere with the public's use of such surrounding property for recreational or aesthetic purposes.

3. Uses. The within grant is subject to the following specific covenants by Grantees, each of which shall run with the land, and be binding on the heirs, successors and assigns of the parties thereto.

(a) The property shall be used only for low intensity non-residential uses such as boat building, boat repairs, or boat rentals, or for other such low intensity uses which are considered appropriate and so approved by the Trustees of the Inverness Foundation;

(b) Grantees shall cause or permit no waste, nuisance or unlawful act upon the entire property, and shall maintain the property, landscaping and improvements thereon in a clean and orderly manner;

(c) Grantees shall comply with all applicable State, Federal, and County laws concerning the subject property or Grantees' use thereof, including, without limitation, the obligation at Grantees' cost to alter, maintain or restore the subject property in compliance and conformity with all such laws relating to the condition, use or occupancy of the property;

(d) Grantees agree that this grant and the easements herein granted are all subject to a right reserved by the Inverness Foundation to invite the public to reasonable access through the subject areas, to beaches, and other scenic and recreational aspects of the entire property. Beyond such reasonable protections as owners may effect to insure their own use and enjoyment of such areas, and the operation of such uses permitted thereunder, they shall do nothing to interfere with the natural beauty of the entire property or such public enjoyment thereof.

(e) Destruction. If portions of the improvements located on the property shall be destroyed by fire or other casualty, any replace-

ment, repair or rebuilding done in connection therewith shall be in accordance with plans submitted to the Inverness Foundation in the manner as hereinafter prescribed.

5. Improvements and Alterations. Grantees shall have the right, at their own expense, to make improvements upon the property subject to the rights and restrictions herein contained. The design and location of any such improvements and alterations shall be subject to the Inverness Foundation's prior approval, which approval shall be requested, in writing, and any improvements, alterations, or installations or changes shall be done in a manner to insure the safety of the property and shall be done in accordance with good workman-like manner and in accordance with all applicable State, Federal and County regulations and requirements. Prior to the commencement of any construction work as herein before contemplated, Grantees shall apply to the Trustees of the Inverness Foundation, in writing, for approval for any such work to be performed. All such requests for approval shall contain plans and specifications for work to be performed, and time tables for completion of such work. Such documents shall be reviewed by the Trustees of the Inverness Foundation to ascertain their compliance with the provisions of this agreement. Any such approval, which lies on the sole discretion of the Trustees, shall be effective for a period of six months after the date of approval. In the event the approved construction work is not commenced within the period of the approval, the applicant, before commencing any construction work shall be required to resubmit their application for the approval of the Trustees.

If the Inverness Foundation fails to approve an application submitted in accordance with the procedures herein, it shall notify the applicant, in writing, of the reasons for such rejection.

In the event the Inverness Foundation fails to notify the applicant within forty-five (45) days, or, upon notice to applicant, of such other extended period as the Inverness Foundation deems necessary to review all submitted documents (including resubmittals or corrections of documents previously submitted), then the application (or resubmitted application) shall be deemed approved.

6. Preservation of Historic Appearance. Grantees acknowledge the exceptional historic and cultural significance of the property and in conformity with the intent of the Inverness Foundation to protect, preserve, and enhance those values, Grantees agree that the building will retain its historic appearance.

7. Estoppel Certificate. Within thirty (30) days after demand therefor is delivered to the Inverness Foundation by Grantees and upon payment thereafter to the Inverness Foundation of a reasonable fee from time to time to be fixed by the Trustees of the Inverness Foundation, it shall execute and deliver in recordable form, if requested, an estoppel certificate to the Property that as of the date thereof either (a) all Improvements and other work made or done upon or with said Property by the Grantees, or otherwise, comply with the Declaration, or (b) such Improvements and/or work, do not so comply, in which event the certificate shall also (1) identify the noncomplying improvements and/or work, and (2) set forth with particularity the cause or causes for such noncompliance. Any purchaser from the Grantees or Mortgagee shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Declarant and Grantees and such purchaser, mortgagee, or other encumbrancer.

8. Successors in Interest. Each and all of the covenants, conditions, restrictions herein contained shall run with the land and shall, in accordance with the context, inure to the benefit of and be binding on the parties hereto or their successors, assigns,

or any person who may come into possession of the subject property, or any part thereof, in any manner whatsoever.

9. Attorney's Fees. In the event of any controversy, claim, or dispute between the parties arising out of, or relating to this agreement, or the breach thereof, the prevailing party shall be entitled to recover from the other all costs, reasonable expenses, and attorney's fees.

10. Non-Waiver. The failure or omission of the Inverness Foundation to act upon any violation of any of the terms of this agreement shall not be deemed a consent by the Inverness Foundation to such violation, nor shall it bar, estop or prevent the Inverness Foundation from asserting either the same or subsequent breach.

11. Jurisdiction. Inverness Foundation and Grantees agree that any action relating to the enforcement of the covenants, conditions, restrictions herein contained shall be initiated and prosecuted in the Superior Court for Marin County. The parties hereby consent to the jurisdiction of said court, waive personal service or any and all process, and consent that all such service shall be made by certified mail, return receipt requested, directed to any party at his last known address. Service so made shall be complete five (5) days after the same shall have been posted as aforesaid.

12. Captions. The captions shall have no effect on the interpretation of this document.

THE INVERNESS FOUNDATION

BY: Mary B. Moore, President

BY: Don Hamilton, Secretary

GRANTEES

BY: Edwin A. Richardson
Edwin A. Richardson

BY: Nancy L. Richardson
Nancy L. Richardson