

LEASE & MANAGEMENT AGREEMENT
[San Geronimo Golf Course Property]

This Lease & Management Agreement (“**Lease**”) is dated for reference purposes as of this ___ day of January, 2018, in Marin County, California between the County of Marin, a political subdivision of the State of California, (herein called "**County**"), and The Trust for Public Land, a California nonprofit public benefit corporation (herein called "**TPL**"). County and TPL may hereinafter be referred to as a Party or collectively as the Parties.

This Lease is made with reference to the following facts:

(a) The Premises (as defined below) are located adjacent to Roy’s Redwoods, French Ranch, Maurice Thorner Memorial and Gary Giacomini Open Space Preserves; and

(b) TPL acquired title to the Premises on January 12, 2018.

(c) TPL is currently under an effective contract to sell the Premises in which TPL desires to sell the Premises to County for open space protection and parks purposes, and County intends to acquire the Premises, as described in that certain Purchase and Sale Agreement between TPL and the County dated November 14, 2017 (“County Purchase Agreement”).

(d) TPL and County have determined that this Lease is in the best interests of both Parties to provide, among other things, for upkeep, maintenance and security of the Premises, until County is ready to take title to the Premises from TPL pursuant to the County Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual benefits, agreements and covenants herein contained, it is agreed between the Parties as follows:

1. Lease of Premises. TPL hereby leases to County and County leases from TPL all that real property whose location and extent are delineated on the map and legal description attached hereto as Exhibit “A” and hereby made a part of this Lease, along with all improvements thereon and personal property as inventoried in Exhibit “B” (the property, improvements and personal property shall collectively hereafter be referred to as the “**Premises**”), on the terms and conditions herein.

2. Term. The term of this Lease shall commence on January 30, 2018 (the “Commencement Date”), and shall continue until the earlier of (i) December 31, 2018, or (ii) acquisition of the Premises by County pursuant to the County Purchase Agreement. Each Party agrees to act in good faith toward the other Party with regard to any early termination of this Lease pursuant to Section 15 herein.

3. Delivery; Temporary Permit Holder. The Premises will be delivered to County in its “as-is” condition on the Commencement Date. County acknowledges that the Premises have for the past 50+ years until December 31, 2017 been in use as a golf course business with related amenities, and neither TPL nor any agent of TPL has made any representation or warranty with

respect to the condition of the Premises. TPL acquired the Premises on January 12, 2018. County acknowledges that, in connection with TPL's purchase of the Premises, TPL granted to the prior landowner of the Premises a temporary permit to store certain personal property on the Premises, post-closing, and to enter the Premises to maintain such personal property until due removal from the Premises. County agrees not to unreasonably interfere with or otherwise unreasonably prevent the holder of such temporary permit from reasonable access to the Premises without cause, in keeping with the terms of such permit.

4. Rent. The total rent for the Premises during the term of the Lease and any extension or renewal thereof shall be Ten dollars (\$10.00) to be paid to TPL at the address listed in Section 25 below. County's management of the Premises, as described herein, shall be the sole consideration for this Lease.

5. Use. During the Lease term, the Premises shall be used and occupied solely and exclusively by County for open space protection and parks purposes, which includes but is not limited to occupancy of the existing buildings on the Premises by County, its employees and/or contracted parties, use by the general public as park and green space consistent with County's rules, regulations, policies and all applicable laws, and/or use by the general public as a golf course under the management of a qualified golf course operating entity under lease or contract with the County. County shall not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance. County shall not, except as may be required by law, cause the destruction of habitat or natural resource values on the Premises. County shall not use or occupy the Premises or permit anything to be done in or about the Premises in violation of law or any covenant, condition or restriction affecting the Premises. County, at County's own cost and expense, shall comply with all laws, ordinances, regulations, rules and/or any directives of any governmental agencies or authorities having jurisdiction which shall, by reason of the nature of County's use or occupancy of the Premises, impose any duty upon County or TPL with respect to the Premises or its use or occupation. County shall not do or permit to be done anything which will invalidate any insurance covering the Premises or increase the amount of the premium for fire or other insurance covering the Premises which may be carried by TPL during the term of this Lease. County shall not do or permit to be done anything which will harm the fair market value of the Premises.

6. Exclusive Control of Premises. Except as is otherwise herein set forth, County shall have the exclusive possession and control of the Premises.

7. Operation, Management & Maintenance; Compliance with Law. County shall, at its sole cost and expense, be responsible for the regular and proper maintenance of the Premises during the Lease term. County shall, at its sole cost and expense, during the Lease term (i) maintain and repair the Premises, including its facilities, improvements and roads, and keep the Premises in good order and repair and (ii) maintain and repair the Premises, including its facilities, improvements and roads in compliance with any and all present and future laws, general rules or regulations of any governmental authority and according to the best available guidance for fire fuels and vegetation management. All maintenance and repair work shall be at least equal in quality and class to the original work. In addition, County shall patrol, police and control the Premises, and make reasonable efforts to prevent unauthorized third parties from accessing or using the Premises other than as park and open space consistent with County's rules, regulations, policies and applicable laws, and remove unauthorized third parties who might

use the Property other than as park and open space, including those Uses listed in Section 5 above. County shall keep reasonable records describing any maintenance/repairs it does on the Premises, and such records shall be available for TPL's review upon demand, but in any event, every three (3) months during the term of the Lease. County shall provide a copy of such records to TPL for such three (3) month period. Prior to performing any maintenance or repairs that may materially impact the use or value of the Premises, County shall notify TPL and such maintenance/repairs shall be done only subject to TPL's approval thereof, which approval shall not be unreasonably withheld; provided, however, in the case of emergency repairs, prior TPL approval shall not be required, but County shall notify TPL of the repairs as soon as practicable and shall conduct such repairs in a commercially reasonable manner.

TPL shall not be required or obligated to do any maintenance or to make any repairs, changes, alterations, additions, improvements or replacements of any nature whatsoever in, on or about the Premises. If County in good faith determines that certain repairs and replacements are beyond County's obligation to perform regular and proper maintenance of the Premises, and do not otherwise arise from the Uses listed in Section 5, County shall immediately notify TPL, in writing, identifying the repairs and/or replacements in question, and the basis of County's good faith determination. In no event shall County allow any condition needing repair and/or replacement to continue unaddressed or unabated by County, or otherwise continue its use of the Premises, without notifying TPL as provided in this Section 7. In the event of a repair and/or replacement determined to be outside of regular maintenance of the Premises, TPL and County will use their good faith efforts to resolve the issue by negotiating in good faith, to reach a solution satisfactory to both Parties no later than five (5) days from the date County provides notice of the issue to TPL. Should the Parties be unable to resolve the issue giving rise to the negotiation, either Party may submit the issue for mediation with a mutually selected mediator. If the unrepaired conditions could be further exacerbated through continued use of any systems or areas of the Premises, County shall cease using such systems and/or restrict access to such areas of the Premises, following notice to TPL, until the issue has been resolved.

8. Taxes. TPL agrees to submit, in good faith, to the Marin County Assessor a claim for welfare exemption under applicable law in respect of property taxes. If the Marin County Assessor denies TPL's claim for a welfare exemption, the County agrees to pay property taxes, if any, assessed on the Premises during the term of the Lease. TPL and County agree that each party will bear fifty percent (50%) of any special assessments levied on the Premises as at the Commencement Date totaling \$19,194, and not otherwise arising from the County's activities on the Premises.

9. Utilities and Services. County shall pay all utilities and services for the Premises during the Lease term.

10. Rights of TPL. The use of the Premises by County shall be subject at all times during the term of this Lease or any extension or renewal thereof, to the following rights of the TPL:

- (a) On reasonable prior notice to County consistent with Section 25 herein, to inspect the Premises and show the Premises to any supporter, donor or funder (public or private) that supports TPL's charitable mission and/or the public acquisition of the Premises; and

- (b) On reasonable prior notice to County consistent with Section 25 herein to enter the Premises for the purpose of taking all steps as may be necessary or desirable for the safety, protection, maintenance or preservation of the Premises.

11. Alterations & Demolition. County may not demolish, remove, relocate or rebuild any existing improvements on the Premises without TPL's consent during the Lease term, which may be withheld in TPL's sole reasonable discretion. County shall have the right, but not the obligation, during the Lease term, to make alterations, improvements, utility installations or additions upon the Premises ("**Alterations**") consistent with the purposes of this Lease and its use of the Premises. Proposed Alterations shall be submitted to TPL for prior review. As a condition to giving such consent, TPL may require that County (i) agree to remove any such Alterations at the expiration or sooner termination of the Lease term, and to restore the Premises to their prior condition and/or (ii) in the event County enters into a contract with a third party for the work of such Alterations, County shall require such contractor to provide for the filing of separate performance and payment bonds each equal to one hundred percent (100%) of the total contract price. Alterations to any historic structures will go through the State historical review CEQA process prior to any Alterations occurring.

All alterations, improvements and additions to the Premises shall be performed by a licensed contractor or County staff possessing the comparable level of training, skill and experience, and insurance coverage, as a licensed contractor. County shall pay, when due, all claims for labor and materials furnished to or from County at or for use in the Premises. County shall take appropriate action to keep the Premises free of mechanic's liens or other liens and shall take such action, legal or otherwise, as is necessary to remove such liens from the Premises which are attached to the Premises as a result of claims for labor or materials furnished to or for the benefit of County.

12. No Hazardous Materials on Premises. Except to the extent commonly and lawfully used in the day-to-day operation of the Premises, County shall not cause, permit or suffer any Hazardous Materials to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined or used upon, about or beneath the Premises or any portion thereof by County, its agents, employees, contractors, or invitees, or any other person without the prior written consent of TPL. Any request by County shall be in writing and shall demonstrate to the reasonable satisfaction of TPL that such Hazardous Materials are necessary to the business of County's and will be stored, used and disposed of in a manner that complies with all laws applicable to such Hazardous Materials. Such consent shall not be unreasonably withheld, but TPL shall in no case be obligated to consent to the presence of any Hazardous Materials which will increase the likelihood or magnitude of liability for environmental damages or to any treatment, storage or disposal of which requires a permit or variance under the Federal Resource Conservation and Recovery Act (42 U.S.C. section 6901 et. Seq.), or state analogues thereto, and TPL shall in no case be obligated to execute any application for such a permit or variance.

"**Hazardous Materials**" as used herein shall include, without limitation, whether now or subsequently listed in any governmental listing or publication defining hazardous materials, common household items containing substances now or subsequently listed as a hazardous material or substance, chemicals, drugs, any materials used for laboratory analysis, nuclear and/or radioactive materials, toxic substances, Hazardous Substances, ("**Hazardous Substance**")

means any substance, material or waste [including petroleum and petroleum products] which is or becomes designated, classified or regulated as being “toxic” or “hazardous” or a “pollutant,” or which is or becomes similarly designated classified or regulated under any federal, state or local law, regulation or ordinance), hazardous wastes, contaminated or polluting substances, materials or waste.

13. Release of Liability. County hereby releases TPL from any liability, and TPL shall not be liable, for injury or property damage sustained by County, its employees or its contractors as a result of theft or fire, explosion, falling plaster, electricity, steam, gas water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, arising upon or within the buildings and improvements which are a part of the Premises, except that this release does not apply to personal injury or property damage to the extent caused by the intentional wrongful acts or gross negligence of TPL, or its successors and assigns, its respective directors, officers, agents or employees, arising from activities while on the Property.

TPL hereby releases from liability, and County shall not be liable, for injury or property damage sustained by TPL, its employees or its contractors as a result of theft or fire, explosion, falling plaster, electricity, steam, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, arising upon or within the buildings which are a part of the Premises, to the extent caused by the intentional wrongful acts or gross negligence of TPL, its employees or its contractors in the exercise of TPL’s named rights listed in Section 10 herein.

14. Insurance. At the time of signing of this Lease, County is self-insured. County will assure that County’s licensees, permittees, assignees, sub-lessees other than employees living/working in residences/buildings on the Premises, and/or agents are either self-insured governmental agencies, or are insured to the limits prescribed by County law or policy at the time that any agreement, contract, license, or permit is granted. In the event that County needs to hire contractors to work on Premises, County shall notify TPL in writing and shall assure that contractor supplies evidence of insurance listing TPL as Additional Insured.

TPL shall maintain its own policies of insurance, if any, for the Premises and shall provide County with a copy of any such policies of insurance so County can comply with Section 5 herein.

15. Termination of Lease; Surrender of Premises.

The Parties hereto agree that either Party may terminate this Lease at any time during the term hereof by giving notice to the other Party in writing ninety (90) days prior to the date when such termination shall become effective.

Upon the expiration or earlier termination of this Lease, County shall return the Premises to TPL vacant, clean and in the same condition as on the date that County took possession, except for normal wear and tear and except for any maintenance and repair performed by County on the Premises pursuant to the Lease. Any damage to the Premises resulting from County’s use or from the removal of County’s fixtures, furnishings and equipment shall, after thirty (30) days’ notice to and failure to repair damage or remove County’s fixtures,

furnishings, and equipment by County, at TPL's election, be repaired by either TPL or County, but in either case at County's sole expense, only if County fails to repair or remove County's fixtures, furnishings, and equipment within the initial thirty (30) day notice period. TPL and County may mutually agree in writing to any deviation from the terms of this section with regard to any Alterations installed by County on the Premises during the term of the Lease.

16. Assignment and Subletting. County shall not sublet, assign, transfer, mortgage or otherwise encumber, or grant concessions, licenses or franchises with respect to all or any part of County's interest in this Lease or the Premises, without TPL's prior written consent, which shall not be unreasonably withheld or delayed. TPL shall not assign this Lease to a third party without County's approval.

17. Signs. All signage for public information and noticing, to be posted on the Premises shall be reviewed and approved by TPL prior to posting, which approval shall not be unreasonably withheld.

18. "Party" and "Parties". As used in this Lease the term "Party" means County or TPL and the term "Parties" means County and TPL.

19. Brokers. The Parties represent to each other that they have not dealt with any broker in connection with the origin, negotiations, execution or performance of this Lease and agree to indemnify and hold harmless each other from any loss, liability, damage, cost or expense incurred by reason of a breach of this representation.

20. Default. In the event of any default or breach hereunder by County, TPL may thereafter, while such default continues to exist, upon notice and demand and without limiting TPL in the exercise of any other right or remedy which TPL may have by reason of such default or breach, perform such covenant or condition at its option, after thirty (30) days' notice to and failure to perform by County; provided, however, if the nature of the default is such that it cannot be cured within the thirty (30) day period, County shall not be deemed to be in default if an effective cure is commenced within the thirty (30) day period and thereafter diligently prosecuted to completion. All costs incurred by TPL in so performing the covenant or condition shall be reimbursed to TPL by County within sixty (60) days, together with interest at maximum rate allowed by law computed from the date incurred by TPL until paid. Any performance by TPL of County's obligations shall not waive or cure such default. TPL may perform County's defaulted obligations at County's sole cost and expense without notice in the case of any emergency. TPL shall have no liability to County for any damage, inconvenience, or interference with the use of the Premises by County as a result of performing any such work upon County's default.

21. Entire Lease Agreement: Modification: Waiver. This Lease constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings; provided, however, the Purchase and Sale Agreement between County and TPL dated November 14, 2017 shall be unaffected by this Lease and shall remain in effect. No supplement, modification or amendment of this Lease shall be binding unless executed in writing by all the Parties. No waiver of any provision herein, whether or not similar to the waiver of any other provision herein, shall constitute a waiver of any other provision herein. No waiver shall be binding unless executed in

writing by the party making the waiver.

22. Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same Lease.

23. Severability. Each provision of this Lease is severable from any and all other provisions of this Lease. Should any provision(s) of this Lease be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

24. Authority. TPL has the power and authority to enter into this Lease and render full performance hereunder. County also has the power and authority to enter into this Lease and to render full performance hereunder. The execution and delivery of this Lease and performance of the obligations hereunder by the Parties will not constitute a default under any indenture, loan agreement, mortgage, deed of trust or other instrument.

25. Notices. All notices and demands shall be given in writing by personal delivery, express mail, or by certified mail, postage prepaid, and return receipt requested. Notices shall be considered given on the earlier of: (a) receipt, if personally delivered or express mailed to the addressee, or (b) forty-eight (48) hours following deposit in the United States mail, or (c) verified delivery by facsimile, provided any such "fax" or facsimile is followed by delivery in accordance with (a) or (b) herein. Notices shall be addressed as appears immediately below for the respective Parties, provided that if any Party gives notice of a change of name or address, notices to such Party thereafter shall be given as specified in that notice.

- a. The Trust for Public Land
101 Montgomery Street, Suite 900
San Francisco, CA 94104
Fax: (415) 442-0487
Attn: Tily Shue, Senior Counsel
E-mail: tily.shue@tpl.org
Phone: (415) 495-4014

With a copy to:

The Trust for Public Land
101 Montgomery Street, Suite 900
San Francisco, CA 94104
Fax: (415) 495-0541
Attn: Brendan Moriarty
E-mail: brendan.moriarty@tpl.org
Phone: (415) 495-4014

- b. County of Marin
3501 Civic Center Drive, Suite 260
San Rafael, CA 94903
Fax: (415) 473-379
Attn: Carl Somers

E-mail: CSomers@marincounty.org
Phone: 415-507-2820

With a copy to:

Office of the County Counsel
3501 Civic Center Drive, Suite 275
San Rafael, CA 94903
Fax: (415) 473-3796
Attn: Brian Washington
E-mail: bwashington@marincounty.org
(415) 473-6117

26. Time of the Essence; Dates. Time is of the essence for the purpose of this Lease. In the event that any date specified in this Lease falls on a Saturday, Sunday or public holiday, such date shall be deemed to be the succeeding day on which the public agencies and major banks are open for business.

27. Binding on Successors. The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of all of the Parties hereto.

28. Rules of Construction. This Lease was drafted by the Parties and any provision thereof that is found by a court of proper jurisdiction to be ambiguous or inconsistent, either internally or in relation to other provisions contained herein, shall be construed in accordance with a fair and ordinary meaning so as to effectuate the intent of the Parties to this Lease.

29. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of California. This Lease shall be deemed to be equally prepared by both of the Parties hereto.

30. Captions. Section captions have been inserted solely as a matter of convenience and such captions in no way define or limit the scope or intent of any provisions of this Lease.

31. Attorneys' Fees. If either Party hereto brings an action to enforce the terms hereof or declare the rights of the Parties hereunder, the prevailing Party in any such action, on trial or appeal, shall be entitled to recover from the other Party the reasonable costs and attorneys' fees incurred in connection with such action.

32. No Third Party Beneficiaries. Nothing in this Lease, express or implied, is intended to confer any rights or remedies under or by reason of the agreements in this Lease on any persons other than the Parties hereto; nothing in this Lease is intended to relieve or discharge the obligation or liability of any third person to any Party; and, this Lease does not create any duty, liability or standard of care to any person who is not a Party.

IN WITNESS WHEREOF, this Lease has been executed by the Parties hereto on the day and year first above written.

THE TRUST FOR PUBLIC LAND,
a California nonprofit public benefit corporation

BY: shmetily

Title: SR. COUNSEL & LEGAL DIRECTOR

Date: JANUARY 23, 2018

COUNTY OF MARIN,
a political subdivision of the State of California

BY: _____

Title: _____

Date: _____

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 172-372-01 (Portion of Parcel Three), 172-372-14 (Portion of Parcel Three),
172-371-04 (Parcels Two and Five) and 168-250-41 (Parcels One & Six)

The land referred to herein is situated in the State of California, County of Marin, an Unincorporated Area, and is described as follows:

PARCEL ONE:

Beginning at a point on the Westerly line of the County Road from White's Valley to Nicasio; said point bearing North 00°12'15" West 478.772 feet South 89°47'45" West 31.584 feet from Engineer's Station "C" 215 + 55.73, Sir Francis Drake Boulevard Realignment FAS 608- (4); thence continuing along last said Westerly line, North 00°12'15" West 287.387 feet; thence on the arc of a tangent curve to the left, having a radius of 1470.00 feet, a central angle of 4°10'15", a distance of 107.008 feet; thence north 4°22'30" West 161.326 feet; thence on the arc of a tangent curve to the right, having a radius of 530.00 feet, a central angle of 23°20'00", a distance of 215.839 feet; thence North 18°57'30" East 223.272 feet; thence on the arc of tangent curve to the right, having a radius of 530.00 feet, a central angle of 20°54'00", a distance of 193.330 feet; thence North 39°51'30" East 491.001 feet; thence leaving the Westerly line of said County Road, North 50°08'30" West 49.998 feet; thence on the arc of a tangent curve to the left, having a radius of 270.00 feet, a central angle of 47°06'30" a distance of 221.993 feet; thence South 82°45'00" West 781.455 feet; thence on the arc of a tangent curve to the right, having a radius of 680.00 feet, a central angle of 25°48'00", a distance of 306.201 feet to a point of compound curve; thence continuing on the arc of a curve to the right having a radius of 1030.00 feet, a central angle of 13°00'00", a distance of 233.700 feet; thence North 58°27'00" West 112.500 feet; thence on the arc of a tangent curve to the right having a radius of 330.00 feet, a central angle of 38°45'00", a distance of 223.184 feet to a point of reverse curve; thence on the arc of a curve to the left, having a radius of 195.00 feet, a central angle of 87°30'00" distance of 297.797 feet; thence South 72°48'00" West 343.000 feet; thence on the arc of a tangent curve to the left, having a radius of 970.00 feet, a central angle of 4°33'00" a distance of 77.030 feet; thence South 68°15'00" west 320.000 feet; thence on the arc of a tangent curve to the right, having a radius of 330.00 feet, a central angle of 39°30'00", a distance of 227.504 feet, thence South 17°45'00" West 185.00 feet, thence West 67.000 feet; thence North 37°05'00" West 635.000 feet; thence North 24°00'00" West 255.682 feet; thence on the arc of a curve to the left, the center if which bears South 3°18'06" East, having a radius of 195.00 feet, a central angle of 70°26'54" a distance of 239.763 feet; thence South 16°15'00" West 391.000 feet; thence on the arc of a tangent curve to the right, having a radius of 380.00 feet, a central angle of 46°05'00", a distance of 305.636 feet; thence South 59°20'00" West 511.000 feet; thence on the arc of a tangent curve to the left, having a radius of 300.00 feet, a central angle if 111°20'00", a distance of 582.940 feet; thence South 52°00'00" East 117.990 feet; thence on the arc of tangent curve to the left, having a radius of 270.00 feet, a central angle of 22°44'40", a distance of 107.181 feet to a point of reverse curve; thence on the arc of a tangent curve to the right, having a radius of 330.00 feet, a central angle of 13°13'21". a distance of 76.156 feet thence South 61°31'19" East 1.100 feet; thence in the arc of a tangent curve to the left, having a radius of 50.00 feet, a central angle of 90°00'00", a distance of 78.540 feet; thence North 28°28'41" East 341.829 feet; thence on the arc of tangent curve to the right having a radius of 430.00 feet, a central angle of 31°23'01" a distance of 235.531 feet to a point of compound curve; thence continuing on the arc of a curve to the right, having a radius of 130.00 feet, a central angle of 26°36'08", a distance of 60.359 feet; thence North 86°27'50" East 411.402 feet, thence North 14°58'57", East 96.058 feet; thence on the arc of a tangent curve to the right, having a radius of 75.00 feet, a central angle of 82°30'00", a distance of 107.992 feet; thence South 82°31'03" East 75.000 feet; thence South 17°00'00" East 97.289 feet; thence South 41°00'00" East 91.634 feet; thence North 73°17'40" East 260.00 feet; thence South 81°32'20" East 1085.00 feet; thence South 56°32'00" East 1230.00 feet; thence South 0°12'15" East 390.000 feet; thence North 89°47'45" East 241.268 feet to the point of beginning.

EXCEPTING THEREFROM that portion as conveyed by National Golf Operating Partnership, L.P. a Delaware Limited Partnership to French Ranch Partnership, a California General Partnership by deed recorded August 6, 1998, as Instrument No. 1998-54903, Marin County Records, more particularly described as follows:

BEGINNING at a point on the Westerly line of the lands of National Golf Operating Partnership, L.P., also being

EXHIBIT "A"
Legal Description
 (continued)

the common line with the lands of French Ranch Partnership as said lands are described in Document # 90-0072750, Marin County Records, said point of beginning bearing North 59°20'00" East 57.91 feet from the Southwesterly terminus of the line described as South 59° 20'00" West 511.00 feet, and as said line also being shown in that Record of survey entitled "San Geronimo Valley Golf Course" filed in Book 24 of Surveys, at page 81, Marin County Records; thence from said POINT OF BEGINNING, leaving said Westerly line, and across said lands of National Golf Operating Partnership, L.P. South 30°56'32" West 174.75 feet; thence South 68°56'35" East 30.00 feet; thence South 21°03'25" West 283.07 feet to a point on the said common line of National Golf Operating Partnership, L.P. and French Ranch Partnership, being a point on a 300.00 foot radius curve with a radial bearing of North 62°46'29" East; thence along said common line, along the arc of said 300.00 foot radius curve to the right through a central angle of 86°33'31" for 453.22 feet; thence North 59°20'00" East 57.91 feet to the POINT OF BEGINNING.

PARCEL TWO:

Beginning at point on the Northerly line of Sir Francis Drake Boulevard Realignment FAS 608-(4); said point being opposite Engineer's Station "C" 200+08.43; thence Westerly along said Northerly line, South 89°02'40" West 1485.120 feet; thence North 45°29'50" West 48.141 feet to the Easterly line of the County Road leading from White's Valley to Nicasio; thence along last said line, North 00°12'15" West 678.664 feet; thence on the arc of a tangent curve to the left, having a radius of 1530.00 feet, a central angle of 4°10'15", a distance of 111.376 feet; thence North 4°22'30" West 78.731 feet; thence leaving said Easterly line North 85°37'30" East 134.627 feet; thence South 60°57'20", East 249.030 feet; thence South 00°57'20" East 105.000 feet thence North 89°02'40" East 450.000 feet; thence South 68°57'20" East 340.000 feet; thence South 21°02'40" West 25.000 feet; thence South 68°57'20" East 300.000 feet; thence South 21°02'40" West 220.020 feet; thence Easterly in the arc of curve to the left, the center of which bears North 18°11'48" East having a radius of 200.00 feet, a central angle of 19°09'08", a distance of 66.854 feet to a point of reverse curve; thence on the arc of a curve to the right, having a radius of 150.00 feet, a central of 90°00', a distance of 235.619 feet; thence South 00°57'20" East 53.448 feet to the point of beginning.

PARCEL THREE:

Beginning at a point on the Southerly line of Sir Francis Drake Boulevard Realignment FAS-608-(4); said point being opposite Engineer's Station "C" 185+70.58; thence Westerly along said Southerly line, South 89°02'40" West 2924.570 feet; thence South 44°30'10" West 48.327 feet to the Easterly line of Nicosia Road; thence Southerly along said Easterly line, South 00°33'30" West 342.138 feet to the Northeasterly line of County Road 103 (formerly Sir Francis Drake Blvd); thence Southeasterly along said Northeasterly line, on the arc of a curve to the right, the center of which bears South 33°16'05" West, having a radius of 280.00 feet, a central angle of 11°19'35", a distance of 55.351 feet; thence South 45°24'20" East 94.750 feet; thence on the arc of a tangent curve to the right, having a radius of 330.00 feet, a central angle of 23°00'00", a distance of 132.470 feet; thence South 22°24'20" East 109.640 feet; thence on the arc of a tangent curve to the left, having a radius of 370.00 feet, a central angle of 13°08'00", a distance of 84.811 feet; thence South 35°32'20" East 132.140 feet; thence on the arc of a tangent curve to the left, having radius of 370.00, a central angle of 21°27'00", a distance of 138.518 feet; thence leaving said road, North 33°00'40" East 122.394 feet; thence on the arc of a tangent curve to the right, having a radius of 100.000 feet, a central angle of 67°03'00", a distance of 117.024 feet; thence South 79°56'20" East 499.464 feet; thence on the arc of a tangent curve to the left, having a radius of 500.00 feet, a central angle of 20°45'00", a distance of 181.078 feet to a point of reserve curve; thence on the arc of a curve to the right, having a radius of 500.00 feet, a central angle of 27°00'00", a distance of 235.619 feet; thence South 73°41'20" East 190.000 feet; thence in the arc of a tangent curve to the left, having a radius of 150.00 feet, a central angle of 40°30'00" a distance of 106.029 feet; thence North 67°01'13" East 141.724 feet; thence North 68°15'40" East 125.420 feet; thence South 82° 24'20" East 209.65 feet; thence North 74°35'40" East 155.000 feet; thence North 62°20'40" East 145.00 feet to the most Westerly corner of the parcel of land described in the Deed recorded October 4, 1957, in Book 1144 of Official Records at page 610, Marin County Records ; thence along the Northerly line of last said

EXHIBIT "A"
Legal Description
(continued)

parcel, North 62°20'40" East 76.370 feet; thence South 69°10'40" East 114.000 feet; thence North 55°56'40" East 171.340 feet to the most Northerly corner of said parcel(1144/610); thence North 8°31'39" East 746.098 feet to the point of beginning.

PARCEL FOUR:

An easement for the installation and maintenance of a water pipeline, 15 feet in width, the centerline of which is described as follows:

Beginning at the Westerly termination of the course set forth as "N.81°22' W. for a distance of 532.20 feet" in the deed from Thomas B. Roy, et ux to the County of Marin, recorded March 15, 1929 in Book 172 of Official Records at page 431, Marin County Records; running thence (with bearing rotated 1°25'40" clockwise) at right angles North 10°03'40" East 43 feet and thence parallel to the First above mentioned course, South 79°56'20" East 387.50 feet to the true Point of Beginning; running thence North 14°25'40" East 190.55 feet.

PARCEL FIVE:

Beginning at the Southeast corner of Parcel Two-A of the lands conveyed to San Geronimo Valley Properties by deed recorded September 19, 1967 in Book 2158 of Official Records at Page 579, Marin County Records ; thence along the Northerly line of Sir Francis Drake Boulevard, North 89°02'40" East 50.00 feet; thence North 0°57'20" West 53.448 feet; thence along a tangent curve to the left, having a radius of 200 feet, through a central angle of 90°00', a of 314.16 feet to a point of reverse curve; thence along a curve to the right, having a radius of 150 feet, through a central angle of 18°12'06", a distance of 47.65 feet to a point in the general Easterly boundary of the aforesaid Parcel Two-A (2158 OR 579); thence along said general Easterly boundary South 21°40" West 50.08 feet; thence Easterly along a curve to the left, having a radius of 200 feet and whose center bears North 18°11'48" East, through a central angle of 19°09'08", a distance of 66.854 feet to a point of reverse curve; thence along a curve to the right, having a radius of 150 feet, through a central angle of 90°00', a distance of 235.619 feet; thence South 0°57'20" East 53.448 feet to the point of beginning.

PARCEL SIX:

All that certain real property described in the deed from French Ranch Partnership, a California General Partnership, et al to National Golf Operating Partnership, L.P. a Delaware Limited Partnership, recorded August 6, 1998, as instrument No. 1998-54904, Marin County Records, more particularly described as follows:

Beginning at a point on the Northerly line of the lands of National Golf Operating Partnership , L.P., as said lands are described in Document No. 96-066962, Marin County Records , also being the common line with the aforesaid lands of French Ranch Partnership, said point being at he Easterly terminus of the line described as South 82°45'00" West 780.45 feet and said line also being shown on the at Record of Survey entitled " San Geronimo Valley Golf Course" , filed in Book 24 Surveys, at Page 81, Marin County Records; thence from said POINT OF BEGINNING, along said Northerly line, South 82°45'00" West 781.45 feet; thence along the arc of a 680.00 foot radius curve to the right through a central angle of 25°48'00" for 306.20 feet to the beginning of a 1027.00 foot radius curve with radial bearing of North 10°19'19" East; thence leaving said Northerly line of National Golf Operating, Partnership, L.P. and across said lands of French Ranch Partnership, along the arc of said 1027.00 foot radius curve to the left through a central angle of 22°21'40", for 400.81 feet; thence North 77°57'39" East 374.39 feet; thence South 87°10'08" East 312.80 feet to the POINT OF BEGINNING.

Apn: 172-372-01 (Portion of Parcel Three); 172-372-14 (Portion of Parcel Three); 172-371-04 (Parcels Two and Five); and Apn 168-250-41 (Parcels One and Six)

Exhibit B
(Personal Property Inventory)

Course Name: San Gernimo Golf Course

Date: 12/04/2017

Personal Property Inventory (See last page for Excluded Property)

<i>Office Equipment</i>				
Manufacturer Name	Quantity		Description	Notes:
	6	Owned	office desks	from all offices combined
	7	Owned	office chairs	
	3	Owned	file cabinet	
	1	Owned	small rolling file cabinet	
	1	Owned	Vinyl chair	
	1	Owned	Vinyl love seat	
Nortel	8	Owned	phones	
Canon	1	Leased	Copier/fax/scanner	
	2	Owned	large stand up fans	
HP Pavillion	1	Owned	Club PC	GM's office
HP	1	Owned	Club PC	F&B office
Dell	1	Owned	Club PC	Catering office
Dell Optiplex 755	1	Owned	Club PC	AGM office
Dell Optiplex 390	1	Owned	Club PC	Tournament Directors office
Dell Optiplex 390	1	Owned	Register	Satellite station
Dell Optiplex 390	2	Owned	Register	Restaurant
Dell Optiplex 390	2	Owned	Register	Golf shop
HP Laser Jet	1	Owned	Printer	GM office
HP 1020	1	Owned	Printer	Catering office
HP 1018	1	Owned	Printer	F&B office
HP 1320	1	Owned	Printer	AGM Office
Dell 1720dn	1	Owned	Printer	Golf shop
Epson	2	Owned	Printer	F&B register printer
Epson	1	Owned	Printer	Golf shop register printer
Citizen	1	Owned	Printer	Golf shop register printer
Citizen	1	Owned	Printer	Kitched fire printer

<i>Golf Shop</i>				
Manufacturer Name	Quantity		Description	Notes:

	1	Owned	back Counter	
	1	Owned	counter/Desl	
	4	Owned	cabinets	
	2	Owned	glove racks	
	2	Owned	assorted club racks	
	4	Owned	apparel racks	
	5	Owned	display tables	
	41	Owned	assorted wall mounts	
	9	Owned	shoe displays	
	5	Owned	wall shelves	
	2	Owned	studio chairs	
	1	Owned	cap displays	
	8	Owned	ball displays	
	1	Owned	31" Olevia HD TV	
	5	Owned	walkie talkies	

<i>Carts/Cart Barn</i>				
Manufacturer Name	Quantity		Description	Notes:
Club Car	80	Leased	rental carts	
Club Car EFI	1	Leased	beverage cart	w/ beverage insert
Speed Air	1	Owned	air compressor	
Wedsward	1	Owned	floor jack	
	1	Owned	mechanic coaster	
Dayton	1	Owned	hoist	
	1	Owned	hose reel	for pressure washer
	1	Owned	hand rake	
	2	Owned	broom	
	1	Owned	ball mark repair tool	
	1	Owned	equipment wash brush	
	1	Owned	storage shelf	6'x4'
	Asst.	Owned	mechanic's tools	
	4	Owned	storage trays	
	1	Owned	cabinet	
	1	Owned	pitch fork	

Maintenance

Manufacturer Name	Quantity		Description	Notes:
Toro	2	Owned	Fairway Mowers	
Toro	2	Owned	Workman	
Toro	1	Owned	Sidewinder	
Toro	1	Owned	4500-D Mower	
Toro	1	Owned	Sand Pro	
Toro	3	Owned	Greensmower 3150	
Toro	1	Owned	Greensmower 3100	
Ford	1	Owned	Ranger XL	
Ditchwitch	1	Owned	Trencher	
Clubcar	1	Owned	Cart	
Little Wonder	1	Owned	Blower	
Toro	1	Owned	Pro Core Aerator	
Toro	1	Owned	Multi Pro 1100	
John Deere	1	Owned	Backhoe	
Ford	1	Owned	Tractor	
Toro	1	Owned	Top dresser	
Buffalo	1	Owned	Blower	
Cushman	1	Owned	3 Wheel Cart	
Ryan	1	Owned	Sod cutter	
Ryan	1	Owned	Core harvester	
Aerway	1	Owned	Aerifier	pull behind
Aerway	1	Owned	Aerifier	3 point hitch
Olathe	1	Owned	Overseeder	
Lily	1	Owned	Fertilizer spreader	3 point hitch
Toro	3	Owned	Roller units	
Toro	6	Owned	Cutting units	
	1	Owned	6' Flatbed trailer	
	2	Owned	5' Trailer w/sides	
Connor	1	Owned	Box Scraper	3 point hitch, 5'
Gerrmoore	1	Owned	Scraper, leveller	pull behind
	5	Owned	soil probes	
	1	Owned	Lopper	
	1	Owned	Hand shears	
Duro-Max	1	Owned	Water pump	Trash pump
	3	Owned	2 1/2 gallon fuel cans	
	3	Owned	5 gallon metal fuel cans	
	1	Owned	5 gallon plastic fuel can	

Echo	1	Owned	Backpack blower	
Shindaiwa	1	Owned	Shrup recip. Pruner	
Echo	1	Owned	Chainsaw	
Stihl	1	Owned	Chainsaw	
Lesco	2	Owned	Rotary Fert Spreaders	
	2	Owned	36" Drop spreaders	
Flymo	1	Owned	Hoover mower	
	1	Owned	Hand pole pruner	
Echo	1	Owned	Pole pruner	
Dewalt	1	Owned	Hand Gridner	
Milwaukee	1	Owned	Drill	
Progressive Electronics	1	Owned	Wire locator	
Wagner	1	Owned	Power painter	
Dewalt	1	Owned	Bedknife face grinder	
Bosch	1	Owned	18V Drill	
	1	Owned	Tap & Die set	48pc standard
	1	Owned	Tap & Die set	36pc standard
Barnhard & Co	1	Owned	Rapid Relief Grinder	
Milwaukee	1	Owned	Saws-all	
OTJ	1	Owned	Collision Repair set	
Power Trim	1	Owned	Power trimmer	
Ryan	1	Owned	Overseeder/verticutter	
Kubato	1	Owned	Tractor	
Toro	1	Owned	Walker greens mower	
Toro	3	Owned	Spiker units	
Toro	3	Owned	Verticut units	
EZGo	5	Leased	Work Carts	
R&R Products	2	Owned	Reel storage racks	3 reel storage
	1	Owned	Work bench	8'x31"x31" metal
Craftsman	1	Owned	Toolbox	
Dayton	1	Owned	Grinder	7"
Wilton	1	Owned	Vise	6 1/2"
Miller	1	Owned	Arc welder	
Lincoln	1	Owned	Arc welder	Thunderbolt XL
Craftsman	1	Owned	Vise	5 1/2"
Wikco Ind	3	Owned	Storage shelf 2/door	20" x 33" x 14"
	1	Owned	Tire changer	
	1	Owned	Floor jack	
Karr Products	5	Owned	Storage Bins	

	18	Owned	Storage trays	w/frames
Eagle	1	Owned	Flamable storage unit	
Cintas	1	Leased	Parts washer	Service agreement rental
Arcan	1	Owned	Press	
Norther Ind.	1	Owned	Drill press	
Folzy	1	Owned	Bedknife Grinder	
Express Dual	1	Owned	Reel grinder	
	1	Owned	Lift table	
	4	Owned	Storage cabinets	for irrigation parts
Campheil-Hausfield	1	Owned	Air Compressor	
	1	Owned	Post hole digger	
	6	Owned	Leaf rakes	
	2	Owned	Pitch forks	
	5	Owned	Trench shovels	
	1	Owned	Hand rake	
	6	Owned	Round tip shovels	
	5	Owned	Scoop shovels	
	5	Owned	Sod shovels	
	3	Owned	Landscape rakes	
	3	Owned	Half moon edgers	
	2	Owned	Picks	
	2	Owned	Fence post drivers	
	2	Owned	Soil tampers	
	1	Owned	Pry bar	
	1	Owned	Office desk	
Toro	1	Owned	Greens Aerator	
	2	Owned	Trailers w/ hose reels	
	1	Owned	50 gallon sprayer	electric pump and cox reel
	8	Owned	Flat shovels	
	1	Owned	File cabinet	5 shelf
	1	Owned	Book shelf	
	1	Owned	Toro Computer	Irrigation system computer
	1	Owned	Samsung Monitor	
	1	Owned	Toro interface unit	
HP 1020	1	Owned	Printer	
	2	Owned	Office chair	
Lakewood	2	Owned	Portable heater	
	1	Owned	Computer desk	
RCA	5	Owned	Two-way radios	

	12	Owned	Chairs	
	1	Owned	Lunch table	6'
Americana	1	Owned	Refrigerator	
	3	Owned	3' x 3' tables	
Kenmore	2	Owned	Microwaves	
Kitchen Aid	1	Owned	Coffee maker	
Aramark	3	Leased	Soap dispensers	
	5	Owned	3 section lockers	
Sylvania	1	Owned	16" TV/VCR/CD	
Rigid	1	Owned	Vacuum Cleaner	
Whirlpool	1	Owned	Dryer	
Maytag	1	Owned	Washer	
	3	Owned	Plastic shelving	3 shelf
	1	Owned	Plastic shelving	4 shelf
	9	Owned	Storage cabinets	6' x 3'
	2	Owned	Metal shelving	6' x 3'
	1	Owned	Metal shelving	6' x 5'
	1	Owned	Office Desk	
	1	Owned	Office chair	
View Sonic	1	Owned	Monitor	
Dell	1	Owned	Computer	
	1	Leased	Turf Centric	Computer & Table
	1	Owned	6' x 6' shelving	
	2	Owned	Containter pallet	4 barrell
	1	Owned	BBQ	
Soleil	1	Owned	Portable heater	
Echo	3	Owned	Weedeaters	
Duraflame	1	Owned	Portable heater	
Category 5	1	Owned	Generator	
Coffing	1	Owned	Hoist	
Craftsman	1	Owned	Circular saw	
	Asst	Owned	Mechanics tools	In black Craftsman tool box
Toro	3	Owned	Brush units	for greensmower
	2	Owned	Hose reels	for air hoses
Komatsu	1	Owned	Reciprocating edger	
	1	Owned	Walking spray broom	
Par Aide	4	Owned	Cup cutter	
	2	Owned	Cup cutter	
	4	Owned	Ball mark repair tools	

	2	Owned	Green whips	
	1	Owned	Engineering Transit	
	1	Owned	Level	4'
	1	Owned	Mechanic crawler	
	2	Owned	Machete	
	2	Owned	Pipe wrenches	
	1	Owned	Bolt cutter	
	1	Owned	Portable airtank	
	2	Owned	Portable ramps	
	4	Owned	Jackstands	
	1	Owned	Mechanic coaster chair	
	1	Owned	Acetylene torch	
	1	Owned	Step ladder 8'	
	2	Owned	Extention ladders	
	2	Owned	Beverage units	for back of work carts
	Asst	Owned	Irrigation repair parts	
	18	Owned	benches	
	27	Owned	flagpoles	
	28	Owned	flags	
	36	Owned	ball washers	
	36	Owned	ball washer stands	
	30	Owned	cups	
	41	Owned	trash containers	
	62	Owned	cart direction signs	
	8	Owned	PG flag poles	
	15	Owned	PG cups	
	10	Owned	PG flags	
	7	Owned	Keep cart on path signs	
	6	Owned	Ground under repair signs	
	9	Owned	Divot mix containers	
	2	Owned	Tee area closed signs	
	5	Owned	Drop area signs	
	4	Owned	No carts signs	
	2	Owned	Carts scatter signs	
	11	Owned	No carts past here signs	
	3	Owned	Green drag mats	
	19	Owned	Irrigation controllers	
Kawasaki	1	Owned	Weedeater	
Echo	1	Owned	Leaf Blower	

	1	Owned	Scoop shovel	
	1	Owned	Spade	
	1	Owned	Garden hose	
	Asst	Owned	Paint tools	
	Asst	Owned	Gardening tools	

Food & Beverage--Kitchen

Manufacturer Name	Quantity		Description	Notes:
Hobart	1	Owned	Slicer	
Sunbeam	1	Owned	Microwave	
Hoshikaze	1	Owned	Ice Machine	
Scotsman	1	Owned	Ice Machine	
General Electric	1	Owned	Freezer	
Hoshikaze	1	Owned	Freezer	
Garland	5	Owned	Ovens	
Delfield	1	Owned	Reach-in	
Delfield	1	Owned	Freezer	
Hobart	1	Owned	Mixer	
Camero	1	Owned	Food warmer	
Pitco Frialator	1	Owned	2 basket fryer	
ECOLAB	1	Leased	Dishwasher	
Waring	1	Owned	Toaster	

Food & Beverage--Clubhouse

Manufacturer Name	Quantity		Description	Notes:
Mity Lite	17		Rounds	6' rounds
Mity Lite	4		Rectangle	6 foot tables
Mity Lite	2		Half tables	1/2 round
Mity Lite	7		Curved Tables	curved corner tables
	222		Banquet chairs	
	44		Bar chairs	
	186		Wedding chairs	outside white chairs
	10		Wood rounds	6' round tables
	9		Lounge tables	3' x 3'
	3		Green Bar tables	

	14		Green Bar chairs	
	5		Mini rounds	cocktail tables
	1		Dance floor	
	1		Leather couch	
	2		Leather chairs	
	4		High chairs	
	5		Room Dividers	
	6		Bar stools	
Crown Verity	1		Gas BBQ	
	1		Portable Bar	
	5		Picnic tables	
	1		3 pc. Stage	
Vizio	1		50" HDTV	
Olevia	1		30" HDTV	
Sony	1		Stereo/CD Player	
	Asst		Pictures	
	3		Child booster seats	
	4		Non-folding 6ft tables	
	22		Folding 6ft tables	
	4		Big plastic bins	
	33		Lockers	Double units
	1		Vinyl Loveseat	
	1		Wooden Bench	
	58		Pint glasses	
	99		9oz glassed	
	60		8oz rock glass	
	25		3oz rock glass	
	30		martini glas	
	127		8oz wine glass	
	215		6 1/2 oz wine glass	
	116		5 1/2 oz sundae	
	38		glass coffee mug	
	17		margarita glass	
	180		water glass	
	8		tall coffee cup	
	166		short coffee cup	
	8		pitchers 60oz	
	77		champagne flutes	
	80		4 oz champagne glass	

	5		coffee pots	
	4		coffee thermos	
	36		1 ltr carafes	
	60		1/2 ltr carafes	
	217		dinner knives	
	230		dinner forks	
	227		salad forks	
	220		dinner spoons	
	190		dinner plates	
	116		glass salad plates	
	26		glass salad bowls	
	32		creamers	
	123		soup cups	
	147		soup bowls	
	116		bread plates	
	96		saucers	
	27		boats	
	83		monkey dishes	
	16		asst. pans	
	6		asst. pots	
	45		asst. baskets	
	1		punch bowl	
	5		tray stands	
	120		serving utensils	
	5		cutting boards	
	10		chafing dishes	
	32		serving platters	
	24		serving trays	
	4		knives	
	40		cookie sheets	
	8		bus tubs	
	6		wash racks	
	29		cooking utensils	
	7		metal shelves	
	??		Assorted wedding décor	in storage room
	??		Assorted kitchen ware	in storage room
	1		100 cup coffee maker	

Excluded Property

- (a) All books and records of Seller;
- (b) All credit card machines and registers attached to the "Point of Sale" system;
- (c) Seller's banking or financial institution accounts or any deposits or safety deposit boxes;
- (d) Seller's compensation and payroll records and information, employee benefit plans and benefit arrangements and information;
- (e) Seller's "Point of Sale" and "GolfNow" systems and related hardware and software, equipment and materials, including all tee time booking hardware and software;
- (f) All computer hardware attached to the "Point of Sale" system and all software and any stand-alone computers;