

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Tamalpais Community Services District
305 Bell Lane
Mill Valley, CA 94941
Attn: General Manager

Exempt from Recording Fees
Government Code §§ 6103, 27383

Exempt from Documentary Transfer Tax Per
Rev. & Tax. Code §11922, Governmental
Agency acquiring title.

APN: 200-200-22 and 052-032-12

(SPACE ABOVE THIS LINE
RESERVED FOR RECORDER'S
USE)

GRANT DEED

The Tamalpais Valley Improvement Club, a non-profit public benefit corporation ("TVIC" or the "**Grantor**") hereby grants to the Tamalpais Community Services District, a government agency formed pursuant to California Government Code §61000 ("**TCSD**" or the "**Grantee**"), certain real property known as County Assessor's Parcel Numbers 200-200-22 and 052-032-12 (the "**Property**"), as more particularly described in Exhibit 1 attached hereto and incorporated herein by this reference, subject to the following terms:

1. The Property is conveyed in fee simple absolute.
2. Rezoning of Parking Lot Property:
 - (a) APN 200-200-22 on which the Tamalpais Community Center sits, is zoned Open Area.
 - (b) Grantee hereby acknowledges that APN: 052-032-12, which is used as a parking lot, will be rezoned from Residential/Agricultural to Open Area.
 - (c) Grantee hereby covenants and agrees that it shall support said rezoning by the Marin County Community Development Agency.

3. Right of Reverter:

(a) TVIC reserves the right to enter or reenter, as the case may be, and take possession of, the Property and all improvements thereon and to vest or re-vest, as the case may be, in TVIC, the estate of Grantee therein, in the case that Grantee is later merged into another governmental agency or otherwise ceases to exist.

(b) Grantee shall, upon request of TVIC, provide TVIC with a recordable Quitclaim Deed, identical or substantially similar to that attached hereto as Exhibit 2 executed by Grantee in favor of TVIC, which quitclaim deed shall transfer Grantee's entire right, title and interest in the Property to TVIC.

(c) If TVIC is no longer in existence at the time that TCSD is merged with another governmental agency or otherwise ceases to exist as set forth in section (a) above, the Property shall be transferred to a 501(c)(3) organization whose purpose is consistent with the TVIC's purpose, as set forth in its Articles of Incorporation.

(d) TVIC's right of reverter shall be subordinate and subject to and be limited by and shall not defeat, render invalid or limit:

(1) Any mortgage, deed of trust or other security instrument executed by Grantee with respect to the construction of improvements on the Property; or

(2) Any rights or interests for the protection of the holder of such mortgages, deeds of trust or other security instruments.

4. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument, provided however, that any successor of Grantee to the Property shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

5. The covenants contained in this Grant Deed shall be binding for the benefit of the TVIC and its successors and assigns, and such covenants shall run in favor of the TVIC for the entire period during which such covenants shall be in force and effect, without regard to whether the TVIC is or remains an owner of any land or interest therein to which such covenants relate. The TVIC, in the event of any breach of any such covenants, shall have the right to exercise all of the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the TVIC and its successors and assigns. The prevailing

party in any action or proceeding to enforce the provisions of this Grant Deed shall recover their reasonable attorneys' and experts' fees and costs, in addition to all other recoverable costs.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers on this 20th day of September, 2017.


Tamalpais Valley Improvement Club



By: Curry Eckelhoff
Its: President

The provisions of this Grant Deed are hereby approved and accepted.

Tamalpais Community Services District



By: Heather Abrams
Its: General Manager