



Tamalpais Community Services District

305 Bell Lane, Mill Valley, CA 94941 • 415 388-6393 • Fax: 415 388-4168
info@tcsd.us • www.tcsd.us

TCSD BOARD OF DIRECTORS SPECIAL MEETING

AGENDA

WEDNESDAY, SEPTEMBER 20, 2017 7:00 PM

TAMALPAIS VALLEY COMMUNITY CENTER, 203 MARIN AVENUE, MILL VALLEY

1. CALL TO ORDER

2. ROLL CALL President Steffen Bartschat

Directors: Vice President Steven Levine, Jim Jacobs, Jeff Brown, and Matt McMahon

3. APPROVE AGENDA

4. PUBLIC EXPRESSION

Members of the public are invited to address the Board concerning topics, which are not listed on the Agenda (If an item is agendized, interested persons may address the Board during the Board's consideration of that item). Speakers should understand that except in very limited situations, State law precludes the Board from taking action on or engaging in extended deliberations concerning items of business which are not on the Agenda. Consequently, if further consideration is required, the Board may refer the matter to its staff or direct that the subject be added to an agenda for a future meeting. The Board reserves the right to limit the time devoted to this portion of the Agenda and to limit the duration of speakers' presentations.

5. REGULAR BUSINESS

- A. Adopt Resolution approving Purchase and Sale Agreement for purchase of Community Center land and facilities, transferring title from TVIC to TCSD – GM Heather Abrams

11. ADJOURNMENT

NEXT SCHEDULED MEETING:
TCSD BOARD WORK SESSION
September 27, 2017 – 8:30 AA
TAMALPAIS COMMUNITY SERVICES DISTRICT BOARD ROOM
305 BELL LANE, MILL VALLEY

Special Needs: In compliance with the Americans with Disabilities Act (28 C.F.R. 35.102-35.104, ADA Title II) if you need special assistance to participate in this meeting, please contact the TCSD at (415)-388-6393, x10. Notification 48 hours prior to meeting enables TCSD to make reasonable arrangements to ensure accessibility. In compliance with Senate Bill 343 the law requires writings subject to the Public Records Act to be available for public inspection at the time the writing is distributed to the member of the legislative body

In compliance with Senate Bill 343 materials or writings subject to the Public Records Act is available for public inspection at 305 Bell Lane, Mill Valley, California between the hours of 8:00 a.m. through 4:30 p.m. Monday through Friday.

SEPTEMBER 20, 2017
ITEM 5A

**ADOPT RESOLUTION APPROVING PURCHASE AND SALE AGREEMENT FOR
PURCHASE OF COMMUNITY CENTER LAND AND FACILITIES, TRANSFERRING
TITLE FROM TVIC TO TCSD**

TO: BOARD OF DIRECTORS

FROM: HEATHER ABRAMS, GENERAL MANAGER

**SUBJECT: ADOPT RESOLUTION APPROVING PURCHASE AND SALE AGREEMENT FOR
PURCHASE OF COMMUNITY CENTER LAND AND FACILITIES, TRANSFERRING
TITLE FROM TVIC TO TCSD**

Recommendation

Staff recommends that the Tamalpais Community Services District (TCSD) Board purchase the Tamalpais Valley Improvement Club (TVIC) land and building.

Background

TCSD has been operating the TVIC Tam Valley Community Center for many years and TCSD has a 99 year lease on the building. For several years TVIC and TCSD have been discussing having TCSD own the land and facility, in order to keep the Community Center in use for public benefit in perpetuity. The purchase price is \$1, and the conditions are outlined in the attached documents.

As a part of the attached agreement, TCSD agrees to construct and maintain the Archives Storage to allow TVIC volunteers to store and make available to the public important historical records from Tam Valley. This public amenity fits well in the public park and community center nature of the facility. TCSD also commits to reserve time and space for the Rhubarb Review in the Community Center. The TVIC letters will remain above the stage and a historical plaque will be attached to the building, so that visitors can see the history of the Community Center.

Marin County Planning recently approved minor conditional review for the Archives Storage and TVIC appears ready to transfer the land and Community Center. TVIC is planning to meet at noon on September 20, 2017 to potentially sign the attached sale and purchase documents, and TCSD's special meeting is planned to follow.

Analysis

Because TCSD has been maintaining the Community Center and its grounds for many years, and because TCSD will keep the Community Center for public benefit, TCSD staff and the TVIC Board feel this property transfer is beneficial for the community.

Impact on TCSD Resources

TCSD designated up to \$75,000 in Measure A funds for the construction of the Archives Storage. The \$1 purchase price will be paid from the Parks and Recreation Fund, as will any closing fees. Current TCSD staff will allocate a portion of their time to work to manage the Archives Storage construction.

Attachments

1. Resolution
2. Purchase and Sale Agreement
 - a. Exhibit A Legal Description
 - b. Exhibit B Lease Agreement
 - c. Exhibit C Use Agreement/Historical Guild Agreement
 - d. Exhibit D Deed of Trust
3. Termination of Lease
4. Certificate of Acceptance



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RESOLUTION NO. 2017-05

RESOLUTION OF THE TAMALPAIS COMMUNITY SERVICES DISTRICT BOARD APPROVING THE PURCHASE AND SALE AGREEMENT FOR THE TAMALPAIS VALLEY COMMUNITY CENTER PROPERTY, AND DELEGATING AUTHORITY TO THE GENERAL MANAGER TO NEGOTIATE AND SIGN ALL OTHER DOCUMENTS, AND TAKE ALL OTHER NECESSARY ACTIONS TO COMPLETE THE VOLUNTARY PURCHASE, INCLUDING TERMINATION OF THE EXISTING LEASE

WHEREAS, the Tamalpais Community Services District ("TCSD" or "Buyer") is a special district organized pursuant to the Community Services District Law (California Government Code § 61000, et. seq.); and.

WHEREAS, Government Code section 61610 identifies the powers of the Community Services District including the authority to acquire real or personal property of every kind within or without the district by grant, purchase, gift, devise, lease, or eminent domain; and,

WHEREAS, Beginning in 1994, the Tamalpais Valley Improvement Club, a non-profit public benefit corporation ("TVIC" or "Seller") has leased certain properties located in unincorporated Marin County, a.k.a., Tamalpais Valley, Marin County, California, known as County Assessor's Parcel Numbers 200-200-22 and 052-032-12 (the "Property") to TCSD for a nominal rent of one dollar (\$1.00) per year pursuant to a fifty (50) year lease (the "Lease") that expires on December 1, 2044; and

WHEREAS, TCSD has managed the Property from 1994 to the present; and

WHEREAS, TCSD now wishes to purchase the Property from the TVIC; and

WHEREAS, for good and valuable consideration in the amount of \$1.00 Seller desires to transfer and convey to Buyer and Buyer desires to accept the Property for the benefit of TCSD; and

WHEREAS, a Purchase and Sale Agreement ("Purchase Agreement"), substantially in the form attached as Exhibit A, has been negotiated by and between the parties and memorializes the intent of the parties to transfer the Property to TCSD pursuant to its terms; and

WHEREAS, Government Code section 27281 requires the District to accept the grant of the Property by adopting a resolution of acceptance or delegating the authority to an officer or agent to sign on the district's behalf a Certificate of Acceptance substantially in the form presented in

Government Code section 27281, a copy of which is attached and incorporated by this reference herein as Exhibit B; and

WHEREAS, the acquisition of the Property is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guideline Section 15061(b)(3) since this activity does not have the potential for causing a significant effect on the environment and it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Tamalpais Community Services District that:

1. The purchase of the Property is exempt from CEQA pursuant to Section 15061(b)(3) of CEQA.
2. The purchase of the Property for the amount of \$1.00 from Seller is hereby authorized and the General Manager is authorized to execute the Purchase Agreement.
3. The General Manager is hereby delegated to take all actions necessary to complete the purchase of the Property including, but not limited to, execution of all closing documents, termination of the Lease, and execution of the Certificate of Acceptance subject to approval as to form and legality by District Counsel.
4. The Board consents to the recordation of the grant deed.

I hereby certify that the foregoing is a full, true and correct copy of a resolution duly and regularly adopted and passed by the District Board of the Tamalpais Community Services District, County of Marin, California, at a meeting thereof held on 20th of September 2017 by the following vote:

AYES:

NOES:

ABSENT:

Secretary, Tamalpais Community Services District

President, Board of Directors

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("this **Agreement**") is entered into as of September 20, 2017 (the "**Effective Date**"), by and between the Tamalpais Valley Improvement Club, a non-profit public benefit corporation ("**Seller**" or "**TVIC**") and the Tamalpais Community Services District, a government agency formed pursuant to California Government Code §61000 ("**Buyer**" or "**TCSD**"). Seller and Buyer are each referred to as a "**Party**" and collectively referred to herein as the "**Parties**."

RECITALS

A. Seller is the owner of certain properties located in unincorporated Marin County, a.k.a., Tamalpais Valley, Marin County, California, known as County Assessor's Parcel Numbers 200-200-22 and 052-032-12, (the "**Tamalpais Valley Community Center**" or the "**Property**"), as more particularly described in Exhibit A attached hereto.

B. Beginning in 1994, TVIC leased the Property to TCSD for a nominal rent of One Dollar (\$1.00) per year. The lease (attached as Exhibit B) was amended once in 2003 and again in 2006. As amended, the lease has a fifty (50) year term, expiring on December 1, 2044. TCSD has managed the property from 1994 to the current time.

C. September 20, 2017 TVIC agreed to sell the Property to TCSD pursuant to the terms and conditions set forth in the Purchase and Sale Agreement, and the Use Agreement (attached as Exhibit C) for Tamalpais Valley Community Center.

D. Pursuant to this agreement, the Form of the Grant Deed, including the terms of Rezoning and the Right of the Reverter are provided in Exhibit D.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Parties, Seller and Buyer hereby agree as follows:

1. INCORPORATION OF RECITALS AND EXHIBITS. The Recitals set forth above and the Exhibits attached to this Agreement are each incorporated into the body of this Agreement as if set forth in full.

2. PURCHASE AND SALE.

2.1 Agreement to Buy and Sell. Subject to the terms and conditions set forth herein, Seller agrees to sell the Property to Buyer, and Buyer hereby agrees to acquire the Property from Seller.

2.2 Purchase Price.

(a) The purchase price for the Property to be paid by Buyer to Seller is One Dollar (\$1.00).

2.3 Payment of Purchase Price. The Purchase Price will be paid in immediately available funds to Seller at Closing (defined in Section 4 below).

3. DUE DILIGENCE AND PROPERTY DISCLOSURE REQUIREMENTS.

3.1 Condition of Title/Preliminary Title Report. Within fourteen days execution of this Agreement, Buyer will obtain a Preliminary Title Report for the Property (the "**Preliminary Report**"). Buyer will review the Preliminary Report and approve the following exception to title, (the "**Permitted Exception**"): (a) standard printed exceptions in the Preliminary Report.

3.2 Due Diligence Contingency Period. Buyer waives its opportunity to conduct physical inspections of the Property and due diligence related to the purchase of the Property.

3.3 Environmental and Natural Hazards Disclosure. California Health & Safety Code section 25359.7 requires owners of non-residential real property who know, or have reasonable cause to believe, that any release of hazardous substances are located on or beneath the real property to provide written notice of same to the buyer of real property. Other applicable laws require Seller to provide certain disclosures regarding natural hazards affecting the Property. Seller agrees to make all necessary disclosures required by law.

4. CLOSING AND PAYMENT OF PURCHASE PRICE.

4.1 Closing. The closing (the "**Closing**") will occur no later than September 28, 2017.

4.2 Buyer's Conditions to Closing. Buyer's obligation to purchase the Property is subject to the satisfaction of all of the following conditions or Buyer's written waiver thereof (in Buyer's sole discretion) on or before the Closing Date:

(a) Buyer has approved the condition of the Property.

(b) Seller has performed all obligations to be performed by Seller pursuant to this Agreement.

(c) Seller's representations and warranties herein are true and correct in all material respects as of the Closing Date.

(d) The Title Company is irrevocably committed to issue a CLTA Title Policy to Buyer, effective as of the Closing Date, insuring title to Buyer in the full amount of the Purchase Price.

4.3 Seller's Conditions to Closing. The Closing and Seller's obligation to sell and convey the Property to Buyer are subject to the satisfaction of the following conditions or Seller's written waiver (in Seller's sole discretion) of such conditions on or before the Closing Date:

(a) Buyer has performed all obligations to be performed by Buyer pursuant to this Agreement before the Closing Date.

(b) Buyer's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date.

4.4 Conveyance of Title. Seller will deliver marketable fee simple title to Buyer at the Closing, subject only to the Permitted Exceptions. The Property will be conveyed by Seller to Buyer in an "as is" condition, with no warranty, express or implied, by Seller as to the physical condition including, but not limited to, the soil, its geology, or the presence of known or unknown faults or hazardous materials or hazardous waste (as defined by state and federal law); provided, however, that the foregoing shall not relieve Seller from disclosure of any such conditions of which Seller has actual knowledge.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS.

5.1 Seller's Representations, Warranties and Covenants. In addition to the representations, warranties and covenants of Seller contained in other sections of this Agreement, Seller hereby represents, warrants and covenants to Buyer that the statements below in this Section 5.1 are each true and correct as of the Closing Date provided however, if to Seller's actual knowledge any such statement becomes untrue prior to Closing, Seller will notify Buyer in writing and Buyer will have three (3) business days thereafter to determine if Buyer wishes to proceed with Closing.

a. Authority. Seller is a California corporation, lawfully formed, in existence and in good standing under the laws of the State of California. Seller has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly executed by Seller, and upon delivery to and execution by Buyer is a valid and binding agreement of Seller.

b. Encumbrances. Other than the Lease, Seller has not alienated, encumbered, transferred, mortgaged, assigned, pledged, or otherwise conveyed its interest in the Property or any portion thereof, nor entered into any Agreement to do so, and there are no liens, encumbrances, mortgages, covenants, conditions, reservations, restrictions, or other matters affecting the Property, except as disclosed in the Preliminary Report. Seller will not, directly or indirectly, alienate,

encumber, transfer, mortgage, assign, pledge, or otherwise convey its interest prior to the Closing, as long as this Agreement is in force.

c. Lease and Zoning. There are no agreements affecting the Property except those which have been disclosed by Seller. There are no agreements which will be binding on the Buyer or the Property after the Closing (lease becomes void upon implementation of this agreement).

The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Seller contained in this Agreement are conditions precedent to Buyer's obligation to proceed with the Closing hereunder. The foregoing representations and warranties shall survive Closing or the expiration or termination of this Agreement and shall not be deemed merged into the deed upon closing.

5.2 Buyer's Representations and Warranties. In addition to the representations, warranties and covenants of Buyer contained in other sections of this Agreement, Buyer hereby represents, warrants and covenants to Seller that the statements below in this Section 5.2 are each true as of the Effective Date, and, if to Buyer's actual knowledge any such statement becomes untrue prior to Closing, Buyer shall so notify Seller in writing and Seller shall have at least three (3) business days thereafter to determine if Seller wishes to proceed with Closing.

(a) Buyer is a government agency formed pursuant to California Government Code §61000. Buyer has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly executed by Buyer, and upon delivery to and execution by Seller shall be a valid and binding agreement of Buyer.

(b) Buyer is not bankrupt or insolvent under any applicable federal or state standard, has not filed for protection or relief under any applicable bankruptcy or creditor protection statute, and has not been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute.

The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Buyer contained in this Agreement are conditions precedent to Seller's obligation to proceed with the Closing hereunder.

6. REMEDIES. In the event of a breach or default under this Agreement by Seller, if such breach or default occurs prior to Closing, Buyer reserves the right to either (a) seek specific performance from Seller or (b) to do any of the following: (i) to waive the breach or default and proceed to close as provided herein; (ii) to extend the time for performance and the Closing Date until Seller is able to perform; or (iii) to terminate this Agreement upon written notice to Seller, and except for the rights and obligations expressly provided to survive termination of this Agreement, neither Party shall have any further obligations or liabilities hereunder.

7. BROKERS. Buyer represents that no real estate broker has been retained by Buyer in the procurement of the Property or negotiation of this Agreement. Buyer shall indemnify, hold harmless and defend Seller from any and all claims, actions and liability for any breach of the preceding sentence, and any commission, finder's fee, or similar charges arising out of Buyer's conduct.

8. ASSIGNMENT. Absent an express signed written agreement between the Parties to the contrary, neither Seller nor Buyer may assign its rights or delegate its duties under this Agreement without the express written consent of the other, which consent may be withheld for any reason. No permitted assignment of any of the rights or obligations under this Agreement shall result in a novation or in any other way release the assignor from its obligations under this Agreement. Notwithstanding the foregoing, Buyer does not have the right to assign its rights hereunder to an entity in which Buyer maintains a controlling interest, without Seller's consent; however, Buyer will not be relieved of any of its obligations under this Agreement.

9. MISCELLANEOUS.

9.1 Attorneys' Fees. If any Party employs counsel to enforce or interpret this Agreement, including the commencement of any legal proceeding whatsoever (including insolvency, bankruptcy, arbitration, mediation, declaratory relief or other litigation), the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs (including the service of process, filing fees, court and court reporter costs, investigative fees, expert witness fees, and the costs of any bonds, whether taxable or not) and shall include the right to recover such fees and costs incurred in any appeal or efforts to collect or otherwise enforce any judgment in its favor in addition to any other remedy it may obtain or be awarded. Any judgment or final order issued in any legal proceeding shall include reimbursement for all such attorneys' fees and costs. In any legal proceeding, the "prevailing party" shall mean the party determined by the court to most nearly prevail and not necessarily the party in whose favor a judgment is rendered.

9.2 Interpretation. This Agreement has been negotiated at arm's length and each Party has had the opportunity to be represented by independent legal counsel in this transaction and this Agreement. Accordingly, each Party hereby waives any benefit under any rule of law (including Section 1654 of the California Civil Code) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party drafting it.

9.3 Survival. All indemnities, covenants, representations and warranties contained in this Agreement shall survive Closing.

9.4 Successors. Except as provided to the contrary in this Agreement, this Agreement shall be binding on and inure to the benefit of the Parties and their successors and assigns.

9.5 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

9.6 Integrated Agreement; Modifications. This Agreement contains all the agreements of the Parties concerning the subject hereof and cannot be amended or modified except by a written instrument executed and delivered by the Parties. There are no representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. In addition there are no representations, agreements, arrangements or understandings, either oral or written, between or among the Parties upon which any party is relying upon in entering this Agreement that are not fully expressed herein.

9.7 Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, any such provision shall not be affected by the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is in keeping with the intent of the Parties as expressed herein.

9.8 Notices. Any delivery of this Agreement, notice, modification of this Agreement, collateral or additional agreement, demand, disclosure, request, consent, approval, waiver, declaration or other communication that either Party desires or is required to give to the other Party or any other person shall be in writing. Any such communication may be served personally, or by nationally recognized overnight delivery service (i.e., Federal Express) which provides a receipt of delivery, or sent by prepaid, first class mail, return receipt requested to the Party's address as set forth below:

To Buyer: Tamalpais Community Services District
305 Bell Lane
Mill Valley, CA 94941
(415) 388-6393
Attn: General Manager

To Seller: Tamalpais Valley Improvement Club
P.O Box 1446
Mill Valley, CA 94942
(415) 383-3691
Attn: President

Any such communication shall be deemed effective upon personal delivery or on the date of first refusal to accept delivery as reflected on the receipt of delivery or return receipt, as applicable. Any Party may change its address by notice to the other Party. Each Party shall make an ordinary, good faith effort to ensure that it will

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accept or receive notices that are given in accordance with this section and that any person to be given notice actually receives such notice.

9.9 Time. Time is of the essence to the performance of each and every obligation under this Agreement.

9.10 Days of Week. If any date for exercise of any right, giving of any notice, or performance of any provision of this Agreement falls on a Saturday, Sunday or holiday, the time for performance will be extended to 5:00 p.m. on the next business day.

9.11 Reasonable Consent and Approval. Except as otherwise provided in this Agreement, whenever a party is required or permitted to give its consent or approval under this Agreement, such consent or approval shall not be unreasonably withheld or delayed. If a party is required or permitted to give its consent or approval in its sole and absolute discretion or if such consent or approval may be unreasonably withheld, such consent or approval may be unreasonably withheld but shall not be unreasonably delayed.

9.12 Further Assurances. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

9.13 Waivers. Any waiver by any party shall be in writing and shall not be construed as a continuing waiver. No waiver will be implied from any delay or failure to take action on account of any default by any party. Consent by any party to any act or omission by another party shall not be construed to be a consent to any other subsequent act or omission or to waive the requirement for consent to be obtained in any future or other instance.

9.14 Signatures/Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

9.15 Date and Delivery of Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Parties intend that this Agreement shall be deemed effective, and delivered for all purposes under this Agreement, and for the calculation of any statutory time periods based on the date an agreement between parties is effective, executed, or delivered, as of the Effective Date.

9.16 Representation on Authority of Parties. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a

valid and legal agreement binding on such Party and enforceable in accordance with its terms.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement is executed to be effective as of the date first set forth above.

Seller: **Tamalpais Valley Improvement Club**

By: _____
Curry Eckelhoff, President

Endorsed By:

Olivia Jacobs, Secretary

Roberta Ricketts, Board Member

Ellen Peterson, Board Member

Buyer: **Tamalpais Community Services District**

By: _____
Heather Abrams, General Manager

Endorsed By:

Stephen Bartschat, Board President

Steven Levine, Board Vice President

Jeff Brown, Board Member

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James Jacobs, Board Member

Matt McMahon, Board Member

LIST OF EXHIBITS

- Exhibit A Legal Parcel Description
- Exhibit B Lease Agreement
- Exhibit C Use Agreement for Tamalpais Valley Community Center
- Exhibit D Form of Grant Deed

2862582.2

EXHIBIT "A"

DESCRIPTION

ALL THAT CERTAIN real property situate in the County of Marin, State of California, described below as follows:

Beginning at a point on the Southeasterly line of Lot 542, Map of Kay Park Unit four, filed for record March 21, 1952 in Volume 7 of Maps, at Page 55, Marin County Records; said point being distant North 67° 32' 54" East 114.254 feet from the most Southerly corner of Lot 543, as shown on said map; thence South 22° 27' 20" East 191.199 feet to the Northwesternly line of Lot 10, as shown on the Map of Tennessee Valley Homes Unit One, filed for record June 18, 1964 in Volume 12 of Maps, at Page 77, Marin County Records; thence along said Northwesternly line and its prolongation, North 67° 32' 40" East 236.925 feet to the Easterly line of the parcel of land conveyed to Allan M. Olds by Deed recorded January 11, 1954 in Book 844 of Official Records at Page 332, Marin County Records; thence along the Easterly line, North 23° 45' 55" West 142.772 feet to a point common to the courses 106 and 107 designated on the Survey of Ranch "E" as said Ranch is shown on Tamalpais Land and Water Company's Map No. 3; filed for record December 12, 1898 in Volume 1 of Maps, at Page 104, Marin County Records; thence along the Easterly line of said Ranch, North 04° 14' 05" East 166.141 feet to a point which bears North 67° 32' 54" East from the most Northerly corner of Lot 539, Map of Kay Park; thence leaving the Easterly line, South 67° 32' 54" West 71.350 feet to said most Northerly corner; thence along the Easterly and Southeasterly lines of Lots 539, 540, 541 and 542 as shown on said map, South 19° 17' 24" West 134.014 feet and South 67° 32' 54" West 147.728 feet to the point of beginning.