REAL PROPERTY
PURCHASE AGREEMENT

Between

SANITARY DISTRICT NO. 1
OF MARIN COUNTY

and

CAMPUSS ST. JAMES LARKSPUR LLC,
Formerly known as CAMPUS CORNERSTONE LARKSPUR LLC
Larkspur Landing
Larkspur, California
REAL PROPERTY PURCHASE AGREEMENT

This Real Property Purchase Agreement ("Agreement") is made and entered into this __ day of ______________________, ____ by and between Sanitary District No. I of Marin County ("Seller") and Campus St. James Larkspur LLC, a Delaware limited liability company, formerly known as Campus Cornerstone Larkspur LLC ("Buyer").

RECITALS

Seller owns all of that certain real property located at 2000 Larkspur Landing Circle, Larkspur, California 94939, comprised of approximately 10.46 acres, carrying Assessor's Parcel Number 013-171-32, and more specifically described on Schedule A attached hereto and made a part hereof (the " Entire Property"). The parties entered into an Option Agreement dated October 6, 1999 (the "Option Agreement"), affecting the Entire Property and granting Buyer an option to acquire most of the Entire Property, with Seller retaining a parcel of no more than 1.5 acres with access to a public street (the "District Site"), for development of a hotel and 126 residential units. Buyer has exercised its option to acquire the Entire Property, less the District Site (hereinafter the "Property"). The parties are entering into this Agreement to further memorialize their intentions with respect to the Property and to provide the procedures for its acquisition by Buyer.

NOW, THEREFORE, in consideration of the mutual covenants and promises and other valuable consideration contained herein, the parties hereto agree as follows:

1. Option Agreement. As stated, Buyer has exercised its Option to purchase the Property pursuant to the terms of the Option Agreement between the parties. The Option Agreement states that, upon exercise of the Option, the Option Agreement shall automatically become a binding contract between Seller and Buyer for the sale and purchase of the Property without any action by either party. Nevertheless, Buyer and Seller are entering into this Agreement, as required by the terms of the Option Agreement, to further memorialize their intentions with respect to the Property and to set forth the terms for the Closing on the Property. All of the provisions of the Option Agreement in any way applicable to Seller's sale and conveyance of the Property to Buyer and Buyer's purchase of the Property are hereby incorporated into this Agreement. All capitalized terms not otherwise defined herein shall have the definitions given them in the Option Agreement.

2. Agreement of Sale. Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller that certain real property (the "Land"), which is a portion of the Entire Property and is more particularly described in attached Schedule B, together with the following, which together with the Land shall be termed the "Property" herein:

2
a. all easements, rights of way, privileges, licenses, appurtenances and other rights and benefits of Seller belonging to or in any way related to the Land;

b. all transferable or assignable consents, authorizations, variances, waivers, licenses, permits, certificates and approvals from any governmental or quasi-governmental authority with respect to the Land or any existing or proposed improvements (collectively the “Approvals”); and

c. all plans, plats and surveys and all soil, environmental, engineering, or other reports or studies in Seller’s possession or control (collectively, the “Reports”) and all transferable or assignable warranties, representations, guaranties, and miscellaneous rights (collectively, the “Warranties”) relating to the ownership, development, use and operation of the Property, including the demolition of all existing improvements, cleanup and grading of the soil, and any Native American or other archaeological artifacts remaining at the Property.

3. **Purchase Price.** The Purchase Price shall be as stated and shall be paid and treated for all purposes as set forth in Section 7 of the Option Agreement.

4. **Escrow.** Within five (5) business days from the date of Buyer’s delivery to Seller of two executed originals of this Agreement, Seller shall open an escrow with the Title Company. All escrow instructions shall be consistent with the terms and conditions of this Agreement.

5. **No Warranties.** Except as contained in this Agreement and the Option Agreement, there are no representations or warranties, express or implied, between the parties. Except as contained in this Agreement and the Option Agreement, Buyer acknowledges that the execution of this Agreement and the consummation of the transaction contemplated hereby, or both, are and will be based solely upon Buyer’s inspection or investigation of the Property. Except as contained in this Agreement and the Option Agreement, Buyer agrees that the Property is to be sold to and accepted by Buyer in its then existing condition, “as is”, and with all faults; and with no contingencies as to present or future utilization of the Property. Except as contained in this Agreement and the Option Agreement, Buyer acknowledges that Seller has not made any representations, warranties, or agreements, other than as contained herein, as to any matters concerning the Property, including but not limited to, the Land, the gross or net area thereof, topography, utilities, future zoning, soil or sub-soil, the purposes for which the Property is or may be used or developed, drainage, access to public roads, proposed routes or extensions thereof, environmental laws, rules or regulations, or any other representation or warranty. Except as contained in this Agreement and the Option Agreement, no patent or latent physical condition of the Property, whether or not known or discovered heretofore, shall affect the right of either party. Any statement not expressly contained in this Agreement or the Option Agreement shall not bind Seller, and Buyer expressly waives any right of rescission and any claim for damages against Seller by reason of any statement, representation,
6. **Conditions to Closing.** The conditions to Closing are set forth in Sections 9 (Property Condition), 10 (Condition of Title) and 16 (Conditions to Closing) of the Option Agreement and are hereby incorporated herein.

7. **Closing.**

7.1 **Closing Date.** The consummation of the purchase and sale of the Property (the "Closing") shall be held at the offices of the Title Company no later than forty-five (45) days from the date of Buyer's Exercise Notice, or earlier as Buyer may elect in the Exercise Notice, or later if agreed to in writing by Buyer and Seller (the "Closing Date"); provided, however, that if the Closing does not occur on the Closing Date due solely to Seller's failure to satisfy the conditions in Section 6 above, Buyer shall have the following options, which it may elect in its sole discretion: (i) postpone the Closing until such time as Seller has satisfied all of the conditions in Section 6 or Buyer, in its sole discretion, has waived, in writing, Seller's performance of any or all of such conditions; or (ii) complete the Closing on the Closing Date and allow Seller to continue to use its existing, single maintenance building in its present location on the Land, along with a portion of the Land surrounding such building in the minimum size required to permit Owner to maneuver and park its vehicles, all in the general vicinity depicted on the sketch attached hereto as Schedule H (the "License Area") (provided, however, that Seller shall be required to remove all of its other improvements, including all underground utilities, tanks and other improvements, complete the removal and remediation of any Hazardous Materials, if any, discovered during the removal of such improvements, and complete the required grading of the Land, other than the License Area, by the Closing Date and if Seller does not do so, Buyer may, but shall not be obligated to, remove Seller's Improvements and complete all of the other work required of Seller herein at Seller's cost and at no liability or cost to Buyer), until such time as Seller's new facilities on the District Site are completed and ready for occupancy, as evidenced by the issuance of a certificate of occupancy, final signoff on the building permit or similar governmental action signifying the Seller's facilities are completed (the "Ready Date"), at which time Seller shall remove all of its remaining improvements from the Land, including all of the referenced removal of underground facilities, Hazardous Materials removal, if any, and grading as required by this Agreement, and if it fails to do so within fifteen (15) days of the Ready Date, Buyer may, but shall not be obligated to, remove all of Seller's improvements from the Land and complete all of the other work required of Seller herein at Seller's cost and at no liability or cost to Buyer. If Buyer incurs any costs pursuant to this Section 7.1, such costs shall be promptly reimbursed by Seller together with interest from the date paid by Buyer to the date reimbursed by Seller at the prime rate of Interest applicable in California published from time to time in the *Wall Street Journal* plus two percent (2%). Notwithstanding the foregoing, under all circumstances, Seller shall remove all of its improvements,
including the maintenance building and underground facilities, from the Land and complete all Hazardous Materials removal, if any, and grading as required by this Agreement no later than Two Hundred and Seventy (270) days after the stated Closing Date (the "Removal Date"). If Buyer selects the alternative set forth in the preceding clause (ii), at the Closing Three Million Dollars ($3,000,000.00) of the Purchase Price (the "Holdback") shall be retained in escrow and held by the Title Company until such time as Buyer notifies the Title Company, in writing, that all of Seller's obligations under this Agreement have been fulfilled and at such time, the Title Company shall promptly deliver the Holdback and all interest earned thereon to Seller, less, if applicable, the LD Sum (defined below) and any costs incurred by Buyer as provided herein, plus interest thereon, that have not been previously reimbursed to Buyer, and shall promptly deliver the LD Sum and the aforesaid costs and interest, if applicable, to Buyer. Seller acknowledges and agrees that Buyer will suffer substantial economic damage if it is prevented from occupying and using all of the Land as of the stated Closing Date because that will interfere with and delay Buyer's development of the Property. Accordingly, Seller agrees that if Seller has not removed all of its improvements from the Land by the earlier of (A) the Removal Date, or (B) the date Buyer receives approval from the City of Larkspur of the construction drawings for the grading plan for Buyer's intended development project, but in no event earlier than one hundred forty (140) days after the Closing (the "LD Date"), Seller shall pay to Buyer (either directly, as a credit against the Purchase Price or from the Holdback), as liquidated damages, $1,750.00 per day for the first 180 days of such delay in Seller's performance after the LD Date and thereafter an amount equal to twice that daily amount (the "LD Sum"). Seller agrees that the LD Sum is a reasonable estimate of the costs to Buyer of Seller's delay in performance and further agrees that such amount is not intended as a forfeiture or penalty within the meaning of California Civil Code Sections 3275 or 3369 but shall be treated as liquidated damages pursuant to California Civil Code Sections 1671, 1676 and 1677 and Public Contract Code Section 10226 (and any comparable or successor statutes to all of the foregoing). Seller shall pay the LD Sum to Buyer regardless of whether Buyer's actual damages for such delay are more or less than the LD Sum. Such liquidated damages shall be Buyer's sole remedy, at law or in equity, for any delay in the Closing caused by Seller's failure to remove its improvements from the Land, but shall not affect Buyer's rights to receive reimbursement of any costs it incurs in removing Seller's improvements from the Land plus interest as provided above. Notwithstanding any provisions in this Agreement or any actions by the parties, Buyer's permission to allow Seller to remain on the License Area after the Closing shall be treated as a temporary license to occupy the License Area and shall not under any circumstances be treated, deemed or construed as a lease between Seller and Buyer for any portion of the Land. At the Closing, the parties shall enter into a written license acknowledging Seller's temporary rights to remain on the License Area and providing for, among other things, Seller's complete indemnification of Buyer and its employees, contractors, agents, members and managers for all acts and omissions of Seller and persons for whose acts Seller is responsible.
Notwithstanding that prior to the Closing Buyer may have obtained approval from the City of Larkspur for the grading plan for Buyer’s Intended development project, Buyer agrees that it will not start any grading activities on the Land pursuant thereto (other than surveying and staking) until after the Closing occurs.

7.2 Seller’s Deposits Into Escrow. Seller shall deposit the following documents and items into escrow:

a. a duly executed and acknowledged grant deed, containing the restrictions set forth in Section 17 (District Site Restrictions) of the Option Agreement and in the form of attached Schedule C, conveying the Land to Buyer, subject only to the Permitted Exceptions;

b. a duly executed assignment, in the form of attached Schedule D, assigning to Buyer all of Seller’s Interest in the Warranties and Approvals;

c. a duly executed and acknowledged reciprocal easement between Buyer and Seller, which shall be recorded against the District Site and the Land and provide for any ingress and egress, sewer, drainage or other similar access rights required for the District Site and/or the Land as a condition for obtaining the Map Approval or the Development Approvals as provided in Paragraph 15 of the Option Agreement;

d. a duly executed and acknowledged easement between Seller and Buyer, which shall be recorded against the District Site and grant Buyer the right and obligation to enter upon that portion of the District Site lying between the retaining wall and the fill wall to be constructed thereon and the joint border of the District Site and the Land to install, replace and maintain landscaping on such easement land, which landscaping may be designed and modified at Buyer’s sole discretion;

e. if applicable, a duly executed license agreement between Buyer and Seller acknowledging Seller’s temporary rights to remain on a portion of the Land after the Closing and its obligation to indemnify Buyer as provided in Section 7.1 above;

f. if applicable, a duly executed escrow agreement among Seller, Buyer and Title Company providing for the retention of the Holdback in escrow by the Title Company, pursuant to Section 7.1 above, and the parties’ rights and obligations with respect thereto;

g. originals of all Warranties and originals or copies of all Reports and Approvals;
h. an affidavit in the form of attached Schedule E stating that Seller is not a “foreign person” under IRC Section 1445(f)(3);

i. a duly executed California Form 590 or comparable non-foreign person affidavit required by the State where the Property is located;

j. a duly executed certificate from Seller certifying that the representations and warranties described in Section 11.1 (Representations and Warranties of Owner) of the Option Agreement are true, complete and accurate as of the Closing Date in the form of attached Schedule F;

k. Seller’s share of the closing costs as described in Section 7.5b below; and

l. such other documents as may reasonably be required to complete the Closing.

7.3 Buyer’s Deposits into Escrow. Buyer shall deposit the following into escrow:

a. the balance of the Purchase Price;

b. a duly executed assignment, in the form of attached Schedule D, which shall also be signed by Seller as provided in Section 7.2.b above;

c. a duly executed and acknowledged reciprocal easement which shall also be signed by Seller as provided in Section 7.2.c. above;

d. a duly executed and acknowledged easement which shall also be signed by Seller as provided in Section 7.2.d. above;

e. if applicable, a duly executed license agreement which shall also be executed by Seller as provided in Section 7.2.e. above;

f. if applicable, a duly executed escrow agreement which shall also be executed by Seller and Title Company as provided in Section 7.2.f. above;

g. a duly executed certificate from Buyer certifying that the representations and warranties described in Section 11.3 (Representations and Warranties of Optionee) of the Option Agreement are true, complete and accurate as of the Closing Date in the form of attached Schedule G;

h. if not already accomplished through the recordation of the parcel or subdivision map described in Section 2 (Property Subdivision) of the Option Agreement, a duly executed and acknowledged easement granting Seller an easement (the “Sewer Pump Easement”) for the use, operation, access, maintenance and
replacement of the sewer pump located on the Property, if and to the extent such sewer pump is to be utilized by the improvements on the District Site;

i. Buyer’s share of the closing costs as described in Section 7.5a below; and

j. such other documents as may reasonably be required to complete the Closing.

7.4 Prorations. All sources of income and all expenses for the Property will be paid and/or prorated on the Closing Date (based on actual days of the month and a 365-day year) and the Purchase Price will be adjusted on the following basis:

a. Accounts Receivable. All revenues from the Property attributable to the period prior to the Closing shall belong to and be paid to Seller.

b. Accounts Payable. All sums due for accounts payable which were owing or accrued by the Property for any period prior to the Closing will be paid by Seller and Seller agrees to indemnify and hold Buyer harmless with respect thereto. Buyer will furnish to Seller for payment any bills received after the Closing that apply to any period prior to the Closing and Buyer will have no further obligation with respect thereto.

c. Property Taxes. All real and personal property ad valorem taxes and special assessments, if any, will be prorated to the Closing Date, based on the latest available tax rate and assessed valuation. With respect to any property tax appeal or reassessment filed by Seller for tax years (or portions thereof) prior to the Closing, Seller shall be entitled to the full amount of any refund or rebate resulting therefrom applicable to the period before the Closing Date.

d. Utility Charges. All utility (including electricity, gas, water, sewer and telephone) charges will be prorated to the Closing Date. All utility security deposits, if any, will be retained by Seller.

e. Post Closing. If the amount of any payment or proration cannot be determined at the Closing, the adjustments will be made between the parties as soon after Closing as possible.

7.5 Closing Costs. The Closing costs for this transaction shall be paid as follows:

a. Buyer shall pay all title insurance premiums, transfer taxes, recording fees, escrow costs and fees, and all other costs and expenses allocated to Buyer pursuant to this Agreement.

b. Seller shall pay all other costs and expenses allocated to Seller pursuant to this Agreement.
7.6 **Closing.** Pursuant to Section 7.1 above, Title Company shall close the escrow for this transaction when it is in a position to issue the Title Policy and has received from Seller and Buyer the items required of each in Sections 7.2 and 7.3 above. Title Company shall close escrow by doing the following:

a. If not previously done, recording the lot line adjustment, parcel or subdivision map to create the District Site and Land, and other legal parcels if desired by Buyer, in accordance with Section 2 (Property Subdivision) of the Option Agreement, among the Official Records of the Marin County, California Recorder;

b. Recording the grant deed in the Official Records of the Marin County, California Recorder;

c. If required, recording the Sewer Pump Easement and the other easements referenced in Sections 7.2 c and d and 7.3 h above, as applicable, in the Official Records of the Marin County, California Recorder;

d. Delivering to Buyer the Title Policy, the original documents and items listed in Section 7.2 above, and a closing statement for the escrow consistent with this Agreement and satisfactory to Buyer and Seller (the "Closing Statement"), and any refund due Buyer; and

e. Delivering to Seller the amount due Seller as shown on the Closing Statement, the original documents listed in Section 7.3 above, and a signed original of Seller's Closing Statement.

7.7 **Possession.** Seller shall deliver possession of the Property to Buyer on the Closing Date, except as specifically provided in Section 7.1 above.

8. **Representations and Warranties.** The parties representations and warranties are set forth in Section 11 (Representations and Warranties) of the Option Agreement and each party shall reaffirm all of its representations and warranties in a certificate to be provided at the Closing as set forth in Section 7 above.

9. **Eminent Domain.** If, prior to the Closing, all or any part of the Land is taken by eminent domain, Buyer shall have the option of (a) proceeding with the Closing and acquiring the Property as affected by such taking, together with all compensation and damage awarded or the right to receive same, or (b) canceling this Agreement, in which event all of the Option Payments shall be returned to Buyer. If Buyer elects option (a) above, Seller agrees to assign to Buyer at the Closing its rights to such compensation and damages, and will not settle any proceedings relating to such taking without Buyer's prior written consent. Seller shall promptly (and in any event prior to the Closing) notify Buyer of any actual or threatened condemnation affecting the Property.

9
10. **Seller's Covenants.** Seller's obligations to provide information to Buyer, the restrictions on Seller's actions with respect to the Property and Buyer's remedies with respect to the foregoing are set forth in Sections 11.2 (Material Changes), 12 (New Information) and 14 (Owner's Actions) of the Option Agreement.

11. **Indemnification.** Each party hereby agrees to indemnify, defend, protect and hold harmless the other party from and against all claims, actions, demands, liabilities, losses, costs and damages, including without limitation, court costs and reasonable consultants', expert witnesses' and attorneys' fees (as applicable, a "Claim") directly, indirectly or allegedly arising out of or resulting from, in whole or in part, any misrepresentations or breach of warranty or covenant made by such party in this Agreement, the Option Agreement or in any document, certificate, or exhibit given or delivered to the other party pursuant to or in connection with this Agreement or the Option Agreement. Each party further agrees to indemnify, defend, protect and hold harmless the other party from and against any Claims suffered by the other party which are based on actions, facts or circumstances existing or occurring during the indemnifying party's ownership of the Property. All of the indemnifications set forth in this Section 11 shall survive the Closing and conveyance of the Property to Buyer.

12. **Notices.** All notices under this Agreement must be in writing and shall be given in accordance with Section 20 (Notices) of the Option Agreement.

13. **No Commissions.** Buyer represents that it has not entered into any agreement or incurred any obligation which might result in any obligation of the Seller to pay a sales commission, brokerage commission or finder's fee on this transaction to any person or entity. Seller represents that it has not entered into any agreement or incurred any obligation which might result in any obligation of the Buyer to pay a sales commission, brokerage commission or finder's fee on this transaction to any person or entity. However, Seller has employed a real estate consultant, Bergman & Wedner, Inc., and Seller agrees to pay them from escrow any consultant fees that are due to them for this transaction. Each party shall indemnify, defend and hold harmless the other party from claims, actions, losses, liabilities, demands, or judgments arising by reason of any breach of the terms of this Section 13. The obligations of this Section 13 shall survive the Closing and conveyance of the Property to Buyer.

14. **Time of the Essence.** Time is of the essence of this Agreement.

15. **Entire Agreement.** This Agreement and the Option Agreement represent the entire and integrated agreement of the parties hereto. Both parties hereto expressly acknowledge, warrant, and understand that there are no statements, representations, inducements, or agreements made by or between the parties hereto or made by or with Bergman & Wedner, Inc., except as expressly set forth herein or in the Option Agreement. No amendment, supplement or termination hereof shall be valid except by way of a writing subscribed by the parties hereto.
16. **Headings.** The section and subsection headings used in this Agreement are for convenience of reference only. They shall not be construed to limit or extend the meaning of any part of this Agreement and shall not be deemed relevant in resolving any questions or interpretation or construction of any section of this Agreement.

17. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California.

18. **Schedules.** All Recitals and Schedules referred to in this Agreement are incorporated herein by reference and shall be deemed part of this Agreement.

19. **Miscellaneous Provisions:** The provisions in Sections 21 (Assignment of Option), 22 (Attorneys' Fees), 23 (Covenant of Further Assurances), 24 (Partial Invalidity), 25 (No Waiver), 26 (Interpretation), 27 (Third Party Beneficiaries), and 28 (Counterparts) shall apply to this Agreement.

20. **Authority.** The Individuals executing this Agreement on behalf of Seller and Buyer individually represent and warrant that he or she has been authorized to do so and has the power to bind the party for whom they are signing.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date set forth opposite their signature:
Dated: 2/3/06

Buyer:
Campus St. James Larkspur LLC, a Delaware limited liability company

By: Campus Properties, LLC, a California limited liability company, a Manager and Member

By: Michael R. Hooper, Member, Campus Properties, LLC

By: St. James Properties, LLC, a Delaware limited liability company, Manager and Member

By: Richard Pope, Its President

Dated: 2/6/06

Seller:
Sanitary District No. 1

By: Name: Barry K. Hogue

Its: District Manager
SCHEDULE A

ENTIRE PROPERTY DESCRIPTION

DESCRIPTION

All that certain real property situate in the County of Marin, State of California, described as follows:

PARCEL ONE:

BEGINNING at a point on the Northeasterly right of way line of Sir Francis Drake Highway, as described in Deed from Remillard Brick Company to the County of Marin, dated May 1, 1930 and recorded October 14, 1930 in Volume 204 Official Records at Page 207, Marin County Records, distant thereon Southeasterly 109.624 feet from the intersection of said line with the division line between the property of said Remillard Brick Company and Hutchison Company, said point being further described as North 20° 05’ 07” East 104.72 feet; thence along a curve to the left whose center bears North 48° 53’ East radius 660 feet; distance 109.624 feet from an iron pipe drive in the center of the old County Road, as referred to in said right of way Deed; and running thence North 20° 05’ 07” East 844.61 feet; South 64° 58’ East 601.01 feet; South 32° 30’ West 424.50 feet; South 68° 46’ West 76.69 feet; South 86° 15’ West 115.61 feet and South 42° 14’ West 343.18 feet to the Northerly right of way line of Sir Francis Drake Highway, thence along said line on a curve to the right whose center bears North 20° 21’ 30” East and whose radius is 660 feet, distance 218.96 feet to the point of beginning.

EXCEPTING THEREFROM that certain portion thereof described as follows:

COMMENCING on the Northeasterly line of Sir Francis Drake Highway at the most Westerly corner of the above described parcel, running thence along the Westerly line of said parcel North 20° 05’ 07” East 250 feet; thence leaving said line South 69° 54’ 53” East 30 feet; thence South 20° 05’ 07” West 260 feet more or less to the Northerly line of Sir Francis Drake Highway, thence Westerly along said Northerly line 30 feet more or less to the point of commencement.

FURTHER EXCEPTING THEREFROM that certain portion thereof described as follows:

COMMENCING at a point on the Westerly line of the above described parcel distant thereon North 20° 05’ 07” East 644.61 feet from the most Westerly corner thereof, running thence along said Westerly line North 20° 05’ 07” East 200 feet to the most Northerly corner of said parcel; thence along the Northerly line of said parcel South 64° 58’ East 200 feet; thence leaving said line and running Southwesterly in a straight line 270 feet more or less, to the point of commencement.
PARCEL TWO:

BEGINNING at the intersection of the calls South 64° 58' East 601.01 feet and South 32° 30' West 424.50 feet as set forth in the Deed from Remillard Brick Company to Sanitary District No. 1 of Marin County, dated August 13, 1947, and recorded August 25, 1947 in Book 562 of Official Records, at Page 78, Marin County Records; running thence along the Easterly line of said property South 32° 30' West 424.50 feet, South 68° 46'

West 76.69 feet, South 86° 15' West 115.61 feet and South 42° 14' West 28.782 feet; thence leaving said line North 86° 15' East 264.69 feet; thence North 32° 30' East 435.72 feet; thence North 64° 58' West 70.60 feet to the point of beginning.

PARCEL THREE:

BEGINNING at the most Northeasterly corner of that certain parcel of land described in that certain Grant Deed from Remillard Brick Company, a corporation, to Sanitary District No. 1 of Marin County, a public corporation, recorded in Book 1158 of Official Records, at Page 228, Marin County Records, said corner being also an angle point in the general Southerly line of said parcel shown on said map, said point hereinafter referred to as Point "A", and lying on the Southeasterly terminus of that certain course shown as North 63° 32' 12" West 471.60 feet on said map; thence along a course in said general Southerly line, said course being common to a course in the general Southeasterly line of said Deed Parcel, South 33° 55' 48" West (South 32° 30' West per said Deed) 393.00 feet; thence leaving said common line North 56° 25' 48" East 115.00 feet; thence North 27° 40' 48" East 178.00 feet; thence North 21° 17' 17" East 112.54 feet to the point of beginning.

PARCEL FOUR:

BEGINNING at Point "A", as described in Parcel Three hereinafore; thence leaving said general Southerly line North 35° 54' 12" West 274.00 feet; thence South 89° 50' 48" West 265.00 feet; thence North 79° 19' 52" West 116.34 feet to a point hereinafter referred to as Point "C"; thence in a Southwesterly direction, along a non-tangent curve to the left having a radius of 163.00 feet, concave to the Southeast, whose radius point bears South 37° 20' 00" East through a central angle of 2° 14' 46", an arc length of 6.39 feet; thence South 50° 25' 14" West 52.65 feet; thence along a tangent curve to the right, having a radius of 221.00 feet, through a central angle of 36° 44' 46", an arc length of 141.74 feet to a point of reverse curvature; thence along a tangent curve to the left, having a radius of 19.00 feet, through a central angle of 85° 10' 36", an arc length of 28.25 feet to a point of reverse curvature; thence along a tangent curve to the right, having a radius of 427.00 feet, through a central angle of 51° 00' 24", an arc length of 380.13 feet; thence radial to the preceding curve, South 37° 00' 12" East 10.00 feet; thence South 54° 18' 22" East 96.19 feet to a point in the Westerly line of that certain parcel of land firstly described in that certain Grant Deed from Remillard...
Brick Company, a corporation, to Sanitary District No. 1 of Marin County, recorded August 25, 1947 in Book 526 of Official Records at Page 78, Marin County Records, said point being also the most Northerly corner of "Parcel A" excepted from said Deed Parcel, said point being also on said general Southerly line of Parcel One as shown on said map; thence along said general Southerly line the following courses:

THENCE along said Westerly line of said Deed Parcel (562 OR 78), North 21° 29' 59" East (North 20° 05' 07" East per said Deed), 394.41 feet to the most Southwesterly corner of "Parcel (b)" secondly from said Deed Parcel (562 OR 78); thence leaving said Westerly line along the Southeasterly line of said "Parcel (b)", North 68° 59' 22" East 270.37 feet to the most Easterly corner of said excepted parcel, said corner lying on the Northeasterly line of said Deed Parcel (562 OR 78); thence along said Northeasterly line, and the Southeasterly prolongation thereof, said prolongation being also the Northeasterly line of the parcel of land described in the Deed recorded in Book 1158 of Official Records, at Page 228, referred to in Parcel Three herein, South 63° 32' 12" East 471.60 feet to the point of beginning.

PARCEL FIVE:

BEGINNING at Point "C" as described above in Parcel Four; thence in a Southwesterly direction, along a non-tangent curve to the left, having a radius of 163.00 feet, concave to the Southeast, whose radius point bears South 37° 20' 00" East through a central angle of 2° 14' 46" an arc length of 6.39 feet; thence South 50° 25' 14" West 52.65 feet; thence along a tangent curve to the right, having a radius of 221.00 feet, through a central angle of 36° 44' 46", an arc length of 141.74 feet to a point of reverse curvature; thence along a tangent curve to the left, having a radius of 19.00 feet, through a central angle of 85° 10' 36", an arc length of 28.25 feet to a point of reverse curvature; thence along a tangent curve to the right having a radius of 427.00 feet, through a central angle of 4° 49' 45", an arc length of 35.99 feet to a point in the Northeasterly line of that certain parcel of land described in that certain partial reconveyance by Title Insurance and Trust Company, recorded July 2, 1973 in Book 2701 of Official Records, at Page 348, Marin County Records; thence along said Northeasterly line North 68° 29' 05" West 47.32 feet to the most Northerly corner of said parcel, said corner lying on the Easterly line of that certain parcel of land described in that certain Deed to Hutchinson Co., a corporation, recorded May 17, 1927 in Book 119 of Official Records, at Page 117, Marin County Records; thence along said Easterly line North 21° 30' 55" East (North 20° 05' 07" East per said Deed), 107.39 feet to a point of cusp; thence leaving said Easterly line in a Southerly direction along a non-tangent curve to the right, having a radius of 217.00 feet, concave to the West, whose radius point bears South 74° 59' 45" West through a central angle of 6° 16' 34", an arc length of 23.77 feet; thence along a non-tangent curve to the left, having a radius of 19.00 feet, concave to the Northeast, whose radius point bears North 33° 58' 14" East through a central angle of 36° 48' 14", an arc length of 12.20 feet; thence North 87° 10' 00" East 7.19 feet; thence along a tangent curve to the left, having a radius of 184.00 feet, through a central angle of 36° 44' 46", an arc length of 118.01 feet.

Purchase Agreement
02/03/06 12:41:36 PM
feet; thence North 50° 25' 14" East 10.08 feet; thence North 87° 35' 35" East 61.44 feet to the point of beginning.

EXCEPTING THEREFROM that portion thereof described as follows:

BEGINNING at the most Northerly corner of that certain parcel of land described in that certain partial reconveyance recorded in Book 2701 of Official Records, at Page 348, Marin County Records, said corner lying on the Easterly line of that certain parcel of land described in that certain Deed recorded in Book 119 of Official Records, at Page 117, Marin County Records; thence along said Easterly line North 21° 30' 55" East 107.39 feet; thence leaving said Easterly line in a Southerly direction along a non-tangent curve to the right, having a radius of 217.00 feet, concave to the West, whose radius point bears South 74° 59' 45" West through a central angle of 12° 10' 15", an arc length of 46.09 feet to a point of compound curvature; thence along a tangent curve to the right, having a radius of 427.00 feet through a central angle of 9° 39' 09", an arc length of 71.94 feet to a point in the Northeasternly line of said parcel described in said partial reconveyance; thence along said Northeasternly line North 68° 29' 05 West 47.32 feet to the point of beginning.
SCHEDULE B

All that certain real property situate in the City of Larkspur, County of Marin, State of California, described as follows:

Beginning at the westerly terminus of the course bearing North 85°15' East, 264.69 feet of Parcel 2 as set forth in the Certificate of Compliance recorded December 18, 2003 in Document Number 2003-0152648 of Official Records, Marin County Records; thence North 87°40'48" East, (North 85°15' East per said Certificate of Compliance) 264.69 feet; thence North 33°55'48" East, 42.76 feet; thence North 56°25'48" East, 115.00 feet; thence North 27°40'48" East, 178.00 feet; thence North 21°17'17" East, 112.54 feet; thence North 35°54'12" West, 274.00 feet; thence South 89°50'48" West, 190.16 feet; thence South 59°01'01" East, 63.88 feet; thence South 53°00'44" East, 14.21 feet; thence South, 31.40 feet; thence South 50°48'21" East, 15.09 feet; thence East, 43.84 feet; thence South, 184.60 feet; thence West, 80.54 feet; thence North, 73.00 feet; thence West, 59.00 feet; thence North, 68.00 feet; thence West, 66.50 feet; thence North 14.78 feet; thence West, 196.80 feet; thence North, 59.55 feet; thence along the arc of a curve concave to the northwest, whose radius bears North 22°48'33" West, having a radius of 221.00 feet, through a central angle of 18°58'34", an arc length of 77.05 feet; thence along the arc of a tangent reverse curve concave to the southeast, whose radius bears South 2°48'59" East, having a radius of 19.00 feet, through a central angle of 85°10'38", an arc length of 26.25 feet; thence along the arc of a tangent reverse curve concave to the northwest, whose radius bears North 88°00'37" West, having a radius of 427.00 feet, through a central angle of 51°00'25", an arc length of 380.13 feet; thence South 37°00'12" East, 10.00 feet; thence South 54°18'22" East, 96.20 feet; thence South 67°54'24" East, 29.95 feet; thence South 21°30'55" West, 255.42 feet; thence along the arc of a non-tangent curve concave to the northeast, whose radius bears North 37°26'48" East, having a radius of 660.00 feet, through a central angle of 16°27'35", an arc length of 189.60 feet; thence North 43°39'48" East, 307.68 feet to the Point of Beginning.

Containing 9.18 acres, more or less.
SCHEDULE C - GRANT DEED

WHEN RECORDED MAIL TO:
AND MAIL TAX STATEMENTS TO:

Campus St. James Larkspur LLC
C/O Campus Properties, LLC
1348 Fourth Street, Suite 200
San Rafael, CA 94901

DOCUMENTARY TRANSFER TAX $___________________________

....Computed on the consideration or value of property conveyed; OR
....Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Signature of Declarant or Agent determining tax - Firm
Name:

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

SANITARY DISTRICT NO. 1 OF MARIN COUNTY

hereby Grant(S) to

CAMPUS ST. JAMES LARKSPUR, LLC, a Delaware Limited Liability Company,

the real property in the City of Larkspur, County of Marin, State of California,
described as

SEE ATTACHED EXHIBIT A

Dated

SANITARY DISTRICT NO. 1 OF MARIN COUNTY

By: ____________________________

Barry K. Hogue, District Manager

STATE OF CALIFORNIA
COUNTY OF ______________________
On _______________ before me,

personally appeared

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

WITNESS my hand and official seal.

Signature ________________________________

(This area for official notarial seal)
SCHEDULE D

ASSIGNMENT OF WARRANTIES AND APPROVALS

THIS ASSIGNMENT OF WARRANTIES AND APPROVALS is executed as of the _____ day of __________, 19__, between Sanitary District No. 1 of Marin County ("Assignor") and Campus St. James Larkspur LLC, a Delaware limited liability company, formerly known as Campus Cornerstone Larkspur LLC ("Aisgnnee").

RECITALS

A. Reference is made to the real property described in attached Schedule 1 (the "Property"), which was a portion of the real property owned by Assignor and located at 2000 Larkspur Landing Circle, Larkspur, California. Concurrently herewith, Assignor is selling to Assignee all of Assignor’s interest in the Property.

B. In connection with the sale of the Property to Assignee, Assignor desires to assign to Assignee all of Assignor’s interest in all transferable or assignable warranties, representations and guaranties made by or received from any third party with respect to the Property (the “Warranties”) and all transferable or assignable consents, authorizations, variances, waivers, licenses, permits, certificates and other approvals from any governmental or quasi-governmental authority with respect to the Property (the “Approvals”).

IN CONSIDERATION of and incorporating the foregoing Recitals, the parties hereto agree as follows:

1. Assignor hereby assigns, grants, conveys and transfers to Assignee all of Assignor’s rights, title and interest in the Warranties and Approvals free of all liens and monetary encumbrances.

2. Assignor represents and warrants to Assignee that, as of the date hereof, Assignor has full rights, title and interest to all of the Warranties and Approvals and there are no assignments or agreements to assign any of the Warranties or Approvals to any other party.

3. In the event any dispute between the parties hereto should result in litigation or arbitration, the prevailing party shall be reimbursed for all reasonable costs in connection therewith, including, but not limited to, reasonable attorneys’ fees and defense costs.

4. The terms of this Assignment of Warranties and Approvals shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

5. The parties hereby agree to execute such other documents and perform
such other acts as may be necessary or desirable to carry out the purposes of this Assignment of Warranties and Approvals.

IN WITNESS WHEREOF, the parties have executed this Assignment of Warranties and Approvals as of the date and year first above written.

Assignor:
SANITARY DISTRICT NO. 1 OF MARIN COUNTY

By: ____________________________
Name: Barry K. Hogue
Title: District Manager

Assignee:
CAMPUSS ST. JAMES LARKSPUR LLC, a Delaware limited liability company

By: Campus Properties, LLC,
a California limited liability company,
a Manager and Member

By: ____________________________
Michael R. Hooper,
Member, Campus Properties, LLC

By: ____________________________
St. James Properties, LLC,
a Delaware limited liability company,a Manager
and Member

By: ____________________________
Richard Pope, Its President
SCHEDULE 1 TO THE

ASSIGNMENT OR WARRANTIES AND APPROVALS

All that certain real property situate in the City of Larkspur, County of Marin, State of California, described as follows:

Beginning at the westerly terminus of the course bearing North 86°15' East, 264.69 feet of Parcel 2 as set forth in the Certificate of Compliance recorded December 18, 2003 in Document Number 2003-0152848 of Official Records, Marin County Records; thence North 87°40'48" East, (North 86°15' East per said Certificate of Compliance) 284.69 feet; thence North 33°55'48" East, 42.78 feet; thence North 58°25'48" East, 115.00 feet; thence North 27°40'48" East, 178.00 feet; thence North 21°17'17" East, 112.64 feet; thence North 35°54'12" West, 274.00 feet; thence South 89°50'48" West, 190.16 feet; thence South 59°01'01" East, 63.85 feet; thence South 63°00'44" East, 14.21 feet; thence South, 31.40 feet; thence South 50°48'21" East, 15.09 feet; thence East, 43.84 feet; thence South, 184.60 feet; thence West, 90.54 feet; thence North, 73.00 feet; thence West, 59.00 feet; thence North, 68.00 feet; thence West, 66.50 feet; thence North, 14.78 feet; thence West, 196.80 feet; thence North, 59.55 feet; thence along the arc of a curve concave to the northwest, whose radius bears North 22°48'33" West, having a radius of 221.00 feet, through a central angle of 19°58'34", an arc length of 77.05 feet; thence along the arc of a tangent reverse curve concave to the southeast, whose radius bears South 2°49'59" East, having a radius of 19.00 feet, through a central angle of 85°10'38", an arc length of 28.25 feet; thence along the arc of a tangent reverse curve concave to the northwest, whose radius bears North 86°00'37" West, having a radius of 427.00 feet, through a central angle of 51°00'25", an arc length of 380.13 feet; thence South 37°00'12" East, 10.00 feet; thence South 54°18'22" East, 86.20 feet; thence South 67°54'24" East, 29.95 feet; thence South 21°30'55" West, 255.42 feet; thence along the arc of a non-tangent curve concave to the northeast, whose radius bears North 37°26'48" East, having a radius of 660.00 feet, through a central angle of 16°27'35", an arc length of 189.60 feet; thence North 43°39'48" East, 307.68 feet to the Point of Beginning.

Containing 9.18 acres, more or less.
SCHEDULE E

NON-FOREIGN CERTIFICATE

This Non-Foreign Certificate is being given pursuant to and in consideration of that certain Real Property Purchase Agreement, dated _________________, for the purchase of the real property described therein (which is a portion of 2000 Larkspur Landing Circle), between Sanitary District No. 1 of Marin County ("Seller") and Campus St. James Larkspur LLC, a Delaware limited liability company, formerly known as Campus Cornerstone Larkspur LLC ("Buyer"). Section 1445 of the Internal Revenue Code provides that a buyer of a U.S. real property interest must withhold tax if the seller is a foreign person. To inform Buyer that withholding tax is not required upon the disposition of a U.S. real property interest by Seller, the undersigned hereby certifies the following on behalf of Seller:

1. Seller is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. Seller’s U.S. employer identification number is _______________; and

3. Seller’s office address is 2000 Larkspur Landing Circle, Larkspur, California 94939.

I, Barry K. Hogue, understand that this certification may be disclosed to the Internal Revenue Service by the Buyer and that any false statement I have made here could be punished by fine, imprisonment or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Seller.

Dated: ________________, 19__

By: __________________________
   (Individual Signatory)
   Name: Barry K. Hogue
   Title: District Manager
   Authorized Representative for Seller
SCHEDULE F

SELLER'S CLOSING CERTIFICATE

This Seller's Closing Certificate is being given pursuant to and in consideration of that certain Real Property Purchase Agreement, dated ________________, for the purchase of the real property described therein (which is a portion of the property known as 2000 Larkspur Landing Circle), between Sanitary District No. 1 of Marin County ("Seller") and Campus St. James Larkspur LLC, a Delaware limited liability company, formerly known as Campus Cornerstone Larkspur LLC ("Buyer") (the "Agreement"), and in accordance therewith, Seller hereby certifies, represents and warrants to Buyer as of ________________, 19__, that:

1. There has been no material adverse change in or damage to the Property (as defined in the Agreement) or its use or operation from the date of the Agreement; and

2. All of Seller's representations and warranties described in Section 8 of the Agreement (which reference the representations and warranties in Section 11.1 of a certain Option Agreement between the parties) are true, complete and accurate as of the date hereof, except as specifically set forth on Schedule 1 to this Seller's Closing Certificate

IN WITNESS WHEREOF, this Seller's Closing Certificate was executed by the Seller as of the date stated above.

SELLER: SANITARY DISTRICT NO. 1 OF MARIN COUNTY

By: ___________________________

Name: Barry K. Hogue
Title: District Manager
SCHEDULE 1 TO SELLER'S CLOSING CERTIFICATE

Description of all exceptions and qualifications to Seller's representations and warranties, set forth in Section 8 of the Agreement, as of the Closing Date. If none, so state.
SCHEDULE G

BUYER'S CLOSING CERTIFICATE

This Buyer's Closing Certificate is being given pursuant to and in consideration of that certain Real Property Purchase Agreement, dated _________________, for the purchase of the real property described therein (which is a portion of 2000 Larkspur Landing Circle), between Sanitary District No. 1 of Marin County ("Seller") and Campus St. James Larkspur LLC, a Delaware limited liability company, formerly known as Campus Cornerstone Larkspur LLC ("Buyer") (the "Agreement"), and in accordance therewith, Buyer hereby certifies, represents and warrants to Seller as of ______, 19__, that:

1. All of the Buyer's representations and warranties described in Section 8 of the Agreement (which reference the representations and warranties in Section 11.3 of a certain Option Agreement between the parties) are true, complete and accurate as of the date hereof, except as specifically set forth on Schedule 1 to this Buyer's Closing Certificate.

IN WITNESS WHEREOF, this Buyer's Closing Certificate was executed by the Seller as of the date stated above.

BUYER:  CAMPUS ST. JAMES LARKSPUR LLC, a Delaware limited liability company

By:  Campus Properties, LLC, a California limited liability company, a Manager and Member

By:  __________________________
      Michael R. Hooper, Member, Campus Properties, LLC

By:  St. James Properties, LLC, a Delaware limited liability company, a Manager and Member

By:  __________________________
      Richard Pope, Its President
SCHEDULE 1 TO BUYER'S CLOSING CERTIFICATE

Description of all exceptions and qualifications to Buyer's representations and warranties, set forth in Section 8 of the Agreement, as of the Closing Date. If none, so state.
SCHEDULE "H"

Line of proposed subdivision

New crew building

Parking for 22 vehicles

Line of temporary yard parallel with existing building

Large Vehicle Parking

Materials storage: 1,000 sf

(E) Main. Bldg

Approx. line of access

NOTE: Area outside of the line of temporary yard and along this frontage need remain open to provide constant vehicle access to the site from the public right of way and circulation space for large vehicle parking.