

original to
be recorded

DOC # 2000-059875

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Recorded in Official Records

County of San Mateo

Warren Slocum

Assessor-County Clerk-Recorder

Recorded By CITY OF REDWOOD CITY



Recorded at the Request of
and When Recorded Return To:

City Attorney's Office
City of Redwood City
702 Marshall Street, Suite 314
Redwood City, CA 94063

Space Above This Line for Recorder's Use

Governmental entity acquiring title
Tax exempt effective November 10, 1969

18p

EASEMENT AND COVENANTS AGREEMENT

THIS EASEMENT AND COVENANTS AGREEMENT ("Agreement") is entered into as of this 12 day of May, 2000, by and between REDWOOD SHORES OWNERS ASSOCIATION, a California Nonprofit Mutual Benefit Corporation ("RSOA"), and the CITY OF REDWOOD CITY, a municipal corporation of the State of California ("City").

RECITALS

A. RSOA is the owner of that certain real property located within City's boundaries, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference ("Property"). The Property is adjacent to the Redwood Shores lagoon ("Lagoon"). The Property is currently improved with, among other things, a small boat ramp ("Boat Ramp") and two docks ("Docks") as more specifically shown in Exhibit B attached hereto and incorporated herein by this reference.

B. The Property is part of the Redwood Shores development, and RSOA is subject to, and the Property is encumbered by, the Shores Business Center Association Covenants, Conditions and Restrictions, as more specifically described in Exhibit C attached hereto ("SBCA Restrictions"). The Property is also subject to, among other things, that certain Agreement for Covenants Running with the Land dated April 22, 1996, and recorded April 29, 1996, by and between Richard S. Allen, Inc. and Redwood Shores Properties ("Allen Covenants Agreement"), that certain Amended and Restated Reciprocal Easement and Maintenance Agreement dated June 17, 1997, and recorded October 27, 1997, by and between Allen Shores Partners, L.P. and Redwood Shores Properties ("Allen REA"), and the

Easement-RSOA
Feb. 11, 2000 Draft from RSOA

restrictions contained in the Grant Deed dated August 28, 1998, and recorded September 11, 1998 from Redwood Shores Properties to RSOA ("Deed Restrictions").

C. City desires to obtain access rights to the Lagoon over and across a portion of the Property and the Boat Ramp for purposes of routine and emergency maintenance and cleaning of the Lagoon. City also desires to have the right to use the Property for City-sponsored events no more than once per year.

D. The Docks are in need of repairs and maintenance. In consideration of RSOA's granting the access and use rights desired by City, City has agreed to provide RSOA with certain funds through its General Improvement District 1-64 ("GID 1-64") for the purpose of repairing the Docks and performing other repairs and improvements to the Property.

E. RSOA is willing to grant to City the Lagoon access and use rights as granted herein, subject to the terms and conditions set forth in this Agreement.

AGREEMENT

1. Access Easement for Emergencies and Routine Lagoon Maintenance.

1.1 Grant of Access Easement. RSOA hereby grants to City a non-exclusive ingress and egress easement ("Access Easement") over and across the "Boat Ramp Access Area" and the Boat Ramp for the purposes of launching and operating watercraft to allow City to conduct both "Routine Lagoon Maintenance" and "Emergency Lagoon Maintenance" (which terms are hereinafter defined), subject to the limitations, covenants, and conditions contained herein. "Boat Ramp Access Area" means that portion of the Property so designated on the map of the Property attached hereto as Exhibit B and incorporated herein by this reference; or such substantially equivalent access as RSOA may designate from time to time. "Routine Lagoon Maintenance" means regularly scheduled chemical treatment of the Lagoon water, mechanical removal of vegetation from the Lagoon, removal of trash and debris therefrom, water quality sampling, inspection of Lagoon conditions, inspection and repair of inlets and tide gates, and related activities. "Emergency Lagoon Maintenance" means activities conducted by City necessary to avoid imminent danger to the public health and safety.

1.2 Emergency Access. Notwithstanding the use restrictions set forth below regarding City's use of the Access Easement for Routine Lagoon Maintenance, City shall have the right to use the Access Easement for access to the Lagoon for Emergency Lagoon Maintenance.



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1.3 Access for Routine Lagoon Maintenance.

1.3.1. Use Restrictions. City shall use its easement for the purposes specified in Section 1.1, and at all times in such a fashion, and at such times, as not unreasonably to interfere with RSOA's use of the Property; provided, that in connection with Emergency Lagoon Maintenance, City may temporarily interrupt, for the duration of the emergency, RSOA's use of the Access Easement. City agrees not to park vehicles upon the Boat Ramp Access Area for Routine Maintenance, except with the express written consent of RSOA. City may park vehicles on the Boat Ramp between the hours of 6 a.m. and 8 p.m. on any days during which City performs Routine Lagoon Maintenance. City further agrees that it shall at no time park any vehicles or otherwise use any other portion of the Property other than the Boat Ramp Access Area and the Boat Ramp. City shall not deposit or store any materials or supplies on any portion of the Property except for temporary placement of materials and supplies on and within the Boat Ramp Access Area during Emergency Lagoon Maintenance. City agrees diligently to complete the work following commencement of each instance of Routine and Emergency Lagoon Maintenance.

1.3.2. Scheduling of Use. City shall give RSOA advance telephonic notice, notice by facsimile transmission, or by other electronic means available to the parties, of City's intent to commence Routine Lagoon Maintenance operations no sooner than twelve (12) hours following such notice. If City receives no response from RSOA, City may proceed with such Routine Lagoon Maintenance operations upon the expiration of twelve (12) hours from the time of giving such notice. If, prior to the expiration of twelve (12) hours from the time of such notice, RSOA shall have objected to commencement of Routine Lagoon Maintenance operations, City and RSOA shall endeavor to agree upon an acceptable time when such operations may commence. If, after endeavoring in good faith to adjust the schedule, City determines it is unable to do so, City may proceed with Routine Lagoon Maintenance operations in conformance with this Agreement.

1.4. Maintenance Obligations. City shall be responsible for maintenance of the Boat Ramp, at its sole cost and expense. RSOA shall be responsible for maintenance of the Boat Ramp Access Area. City agrees to reimburse RSOA for one-half of the reasonable cost of maintaining the Boat Ramp Access Area. In contracting for the work of maintenance, RSOA: (i) may enter into contracts, the estimated amount of which does not exceed \$10,000, without obtaining competitive bids; (ii) shall, for contracts the estimated amount of which is over \$10,000 but less than \$20,000, solicit not less than three (3) competitive bids without public advertisement therefor; and (iii) shall, for contracts the estimated amount of which is over \$20,000, advertise in City's Official Newspaper for competitive bids in the form substantially conforming to that used by City for obtaining competitive bids.

City covenants and agrees that immediately following City's use of the Lagoon Access Easement, City shall, at its sole cost and expense, clean, sweep and repair as necessary the Property to the reasonable satisfaction of RSOA. In the event either party fails to discharge its maintenance obligations after written notice from the other party and a reasonable time to commence and complete such maintenance, the non-defaulting party shall have the right to



discharge the maintenance obligations of the defaulting party and to collect from the defaulting party the entire cost of such maintenance. If the defaulting party fails to reimburse the non-defaulting party within thirty (30) days following receipt of an invoice for such work, the amount due shall bear interest until paid at the lesser of (i) fifteen percent (15%), or (ii) the highest rate allowed by law.

1.5. Abandonment of Easement. City shall have the right to abandon the Access Easement at any time. If, at any time after April 28, 2016, City does not use the Boat Ramp for Routine or Emergency Lagoon Maintenance for a period of twenty-four (24) consecutive months, the Access Easement shall automatically terminate and be of no further force or effect. In such event, each party agrees to execute and cause to be recorded any document reasonably necessary to reflect the termination of the Access Easement.

2. Annual Event Usage Right.

2.1 Grant of Use Right. RSOA hereby grants to City the right to use the Property up to one (1) time in each calendar year for a "City-Sponsored Event," subject to all of the limitations, covenants and conditions contained herein. "City-Sponsored Event" shall mean an event lasting no more than two (2) consecutive days that is open to the general public and/or employees of City and which is under the direct control and active supervision of City.

2.2 Use Restrictions. All City-Sponsored Events shall be of a size and nature that is consistent with the size and nature of the Property, and shall not overburden the Property or its improvements. Without limitation of the foregoing, no more than 200 people shall be allowed on the Property at any given time. City will provide all necessary security control for the event, and will provide all required public sanitation facilities (e.g. restrooms) for the entire duration of the event. RSOA reserves the right to impose further reasonable limitations on the use of the Property by City to ensure that the use complies with all laws and restrictions applicable to the Property, and does not create a nuisance or unreasonable interference with the use and enjoyment of neighboring properties.

2.3 Scheduling of Use. City and RSOA agree to cooperate in good faith to schedule City-Sponsored Events. City-Sponsored Events shall be held on scheduled dates reasonably approved by RSOA. RSOA agrees that it will not sponsor or approve of any events that conflict with any City-Sponsored Event that has been scheduled by RSOA.

2.4 Maintenance Obligations. City covenants and agrees that immediately following every City-Sponsored Event, City shall, at its sole cost and expense, clean, sweep and repair as necessary the Property to the reasonable satisfaction of RSOA. If City fails to so clean, sweep and repair the Property immediately following its use of the same, then RSOA shall have the right to clean, sweep and/or repair the Property, and charge City for the cost thereof. If City fails to reimburse RSOA within thirty (30) days following receipt of an invoice for such work, the amount due shall bear interest until paid at the lesser of (i) fifteen percent (15%), or (ii) the highest rate allowed by law.



2.5 Termination of Use Right. City's right to use the Property for a City-Sponsored Event shall terminate as to the Property or any portion thereof at such time or times as the members of RSOA no longer have the right to use such portion of the Property as a park or recreational amenity. RSOA and City covenant and agree to promptly execute, acknowledge, deliver and record any quitclaim deed to reflect the termination of City's rights to hold a City-Sponsored Event on the Property.

3. Use By GID 1-64 Residents. Subject to reasonable rules and regulations to be adopted by RSOA in its reasonable discretion, RSOA agrees to make the Property available to residents of Redwood City General Improvement District 1-64 (commonly referred to as the "Redwood Shores" area of City of Redwood City) for park, recreational, and Lagoon access use substantially similar to the use rights enjoyed by the members of RSOA. Reasonable rules and regulations may include, without limitation, a requirement for restricted access by means of key, cardkey, or other implements or devices, a usage fee that may be higher for non-members of RSOA and restrictions on guests and large gatherings. This right of use shall terminate as to the Property or any portion thereof at such time or times as the members of RSOA no longer have the right to use such portion of the Property as a park or recreational amenity.

4. City Access. RSOA shall, without cost to City, provide City such keys, cardkeys, or other devices or implements necessary or appropriate to gain access through any gateways or other enclosures erected or maintained by RSOA which restrict access to the Property.

5. Grant of GID Funds.

5.1 Agreement to Provide Funds. In consideration of the rights granted to City hereunder, City has concurrently with the execution of this Agreement delivered to RSOA the sum of One Hundred Sixty Thousand Dollars (\$160,000) ("GID Funds") through GID 1-64 to be used by RSOA to complete the restoration of the Boat Ramp and other improvements on the Property ("Restorations").

5.2 Improvements. Using the GID Funds, RSOA shall prepare and deliver to City plans, drawings and specifications for the Restorations (the "Plans") for City's review and approval, which approval shall not be unreasonably withheld or delayed. The quality of the Restorations shall be consistent with and complimentary to the existing improvements currently on the Property. City's failure to approve or disapprove the Plans within sixty (60) days following receipt thereof shall be deemed approval. After receiving City's approval of the Plans, RSOA shall commence and diligently pursue to completion construction of the Restorations in accordance with the Plans, in a good and workmanlike manner, and in compliance with all federal, state and local laws, statutes, regulations, ordinances and policies.

6. Insurance and Indemnification.

6.1 Insurance. At all time during the term of this Agreement, City agrees to maintain general liability or comprehensive liability insurance coverage, or provide self-



insurance coverage, extending to City's use and enjoyment of its easement rights granted hereunder in an amount or amounts determined by City reasonably to correspond to the risks assumed by City hereunder. Without limitation of the foregoing, City agrees to provide third party "event insurance" in connection with each City-Sponsored Event, which will provide not less than \$5,000,000 coverage, will name RSOA as an additional insured, and will otherwise be acceptable to RSOA in its reasonable discretion. At all time during the term of this Agreement, RSOA agrees to maintain general liability or comprehensive liability insurance coverage, or provide self-insurance coverage, extending to RSOA's use and enjoyment of its retained rights hereunder in an amount or amounts determined by RSOA reasonably to correspond to the risks assumed by RSOA in the possession and use of the Property.

6.2 Indemnification by City. City shall defend, indemnify and save harmless RSOA, its officers, employees, and agents ("Indemnitees") from and against any and all claims, suits, actions, liability, loss, damage, expense, costs (including, without limitation, costs and fees of litigation), arising out of, or connected with, City's use and enjoyment of its easement rights hereunder caused by, or alleged to have been caused by, the negligence, intentional tortious act or omission, or willful misconduct of City. The duty of City to indemnify and save harmless as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, that nothing herein shall be construed to require City to indemnify Indemnitees against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

6.3 Indemnification by RSOA. RSOA shall defend, indemnify and save harmless City, its Council, boards, commissions, officers, employees, and agents ("Indemnitees") from and against any and all claims, suits, actions, liability, loss, damage, expense, costs (including, without limitation, costs and fees of litigation), arising out of, or connected with, RSOA's retained rights to use and possession of the Property caused by, or alleged to have been caused by, the negligence, intentional tortious act or omission, or willful misconduct of RSOA. The duty of RSOA to indemnify and save harmless as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, that nothing herein shall be construed to require RSOA to indemnify Indemnitees against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

7. Compliance with Existing Restrictions. In connection with its use of any portion of the Property under the terms and conditions of this Agreement, City agrees to comply at its sole cost and expense with all existing covenants, conditions, restrictions and limitations which encumber or affect the Property, including without limitation the SBCA Restrictions, the Allen Covenants Agreement, the Allen REA and the Deed Restrictions. RSOA makes no representation or warranty regarding the right of City to use any portion of any adjacent property. RSOA agrees to license to City, for use in connection with the rights to use the Property granted herein, all rights which RSOA has the right to license to City to use adjoining property for parking under the terms of the Allen R.E.A. RSOA makes no representations or warranties regarding RSOA's right to license such parking rights to City.



City acknowledges that an adjoining land owner has the right to exclusive use of a portion of the Property at certain times under the Allen R.E.A.

8. Covenants Running With The Land. This Agreement and all of the covenants and restrictions set forth in this Agreement shall, to the fullest extent permitted by law and equity, without regard to technical classification or designation, be deemed to be covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8.1 Notices. Any notice, demand or request which may be permitted, required or desired to be given in connection herewith shall be in writing and directed to RSOA and City as follows:

If to RSOA: Redwood Shores Owners Association
c/o The Manor Association
500 Harbor Boulevard
Belmont, CA 94002
Phone: (650) 637-1616

With Copy to: Redwood Shores Owners Association
c/o Michael A. Gibson, A.I.A.
70 Sara Lane
Alamo, CA 94507
Phone: (925) 939-9975

If to City: Director of Public Works Services
City of Redwood City
1017 Middlefield Road
Redwood City, CA 94064-0391
Phone: (650) 780-7464
Fax: (650) 780-7445

Except as provided in Section 1.3.2, notices shall either be (i) personally delivered (including delivery by Federal Express or other courier service) to the offices set forth above, in which case they shall be deemed delivered on the date of delivery to said offices; (ii) sent by telecopy (facsimile), in which case they shall be deemed delivered on the date sent; provided however, that any notices sent by telecopy shall also be sent by overnight courier on the same day; or (iii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or delayed by the addressee, in which event the notice shall be deemed delivered on the date of deposit in the United States mail. The addressees and addresses may be changed by giving notice of such change in the manner provided for in this Section.



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9. General Provisions.

9.1 Attorneys' Fees. If any action, proceeding or arbitration is brought to enforce or interpret this Agreement, the prevailing party shall be entitled to recover all costs and expenses of the action, including reasonable attorneys' fees.

9.2 Construction. Headings in this Agreement are for convenience and reference use only, and are not part of this Agreement, and shall be of no legal force or effect. When the context so requires, words in the masculine, feminine or neuter gender shall include each other gender; and words in the singular or plural shall include each other. All Exhibits attached to this Agreement are incorporated into this Agreement by this reference. This Agreement is executed and delivered in the State of California, and shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

9.3 Entire Agreement. This Agreement and its Exhibits contains the entire agreement between the parties concerning the subject matter of this Agreement, and supersedes any and all other prior agreements, understandings or negotiations concerning such subject matter.

9.4 Mortgage Protection. No violation or breach of the covenants contained in this Agreement shall affect or impair the liens or rights of the holder of a First Mortgage (as hereinafter defined) given in good faith and for value which is now or in the future recorded against the Property; provided, however, that the purchaser at a foreclosure sale or other party taking title to the Property shall be bound by this Agreement and the covenants set forth herein from and after the date it acquires title to the Property. The term "First Mortgage" shall mean any duly recorded mortgage or deed of trust encumbering the Property that has priority under the California recording statutes over all other mortgages or deeds of trust encumbering the same real property.

9.5 Time. Time is of the essence of this Agreement. All references to time in this Agreement shall refer to the time in effect in the State of California.

9.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.7 Waiver. Either party may specifically and expressly waive in writing any condition or breach of this Agreement by the other party, but no such waiver shall constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other provision. Consent by one party to any act by the other or which such consent is required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or similar acts in the future.

9.8 Further Assurances. City and RSOA each agree to execute, acknowledge, deliver and record such other documents and instruments and to take such other actions as may be reasonably necessary to effect the provisions of this Agreement.



IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT the date and year first hereinabove above written.

"RSOA":

REDWOOD SHORES OWNERS
ASSOCIATION,
a California Nonprofit Mutual Benefit Corporation

By: *Mary Morrissey Parden*
MARY MORRISSEY PARDEN PRESIDENT

By: *Paul Lawrence Watts*
PAUL LAWRENCE WATTS TREASURER

"CITY":

CITY OF REDWOOD CITY, a municipal
corporation of the State of California

By: *Ira Ruskin*
Ira Ruskin, Mayor

ATTEST:

Patricia Howell

City Clerk

(SEAL)



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ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN MATEO)

On this 12th day of May in the year 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Mr. Ira Ruskin, and N/A personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities as Mayor and _____, and that by their signatures on the instrument, the persons acting on behalf of the Redwood Shores Owners Association, executed the instrument.

WITNESS my hand and official seal.

Silvia Monica Ponte

Silvia Monica Ponte
(name typed or printed)



My Commission Expires: October 8th 2003

(SEAL)



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ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN MATEO)

On this 16th day of May in the year 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Ira Ruskin, Mayor, and Patricia Howe, City Clerk, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities as Mayor and City Clerk, and that by their signatures on the instrument, the persons acting on behalf of City of Redwood City, executed the instrument.

WITNESS my hand and official seal.

Silvia Monica Ponte

Silvia M. Ponte

(name typed or printed)



My Commission Expires: October 8th, 2003

(SEAL)



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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Mateo } ss.

On May 16th, before me, Sylvia Monica Ponte, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Mary Morrison Parden
Name(s) of Signer(s)

personally known to me
 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.
Sylvia Monica Ponte
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited | General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____



Signer Is Representing: _____



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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Mateo } ss.

On May 17th, before me, Silvia Monica Ponte,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Paul Lawrence Werts,
Name(s) of Signer(s)

- personally known to me
- 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
Silvia Monica Ponte
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



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EXHIBIT A

All of that certain real property located in City of Redwood City, County of San Mateo, State of California, described as follows:

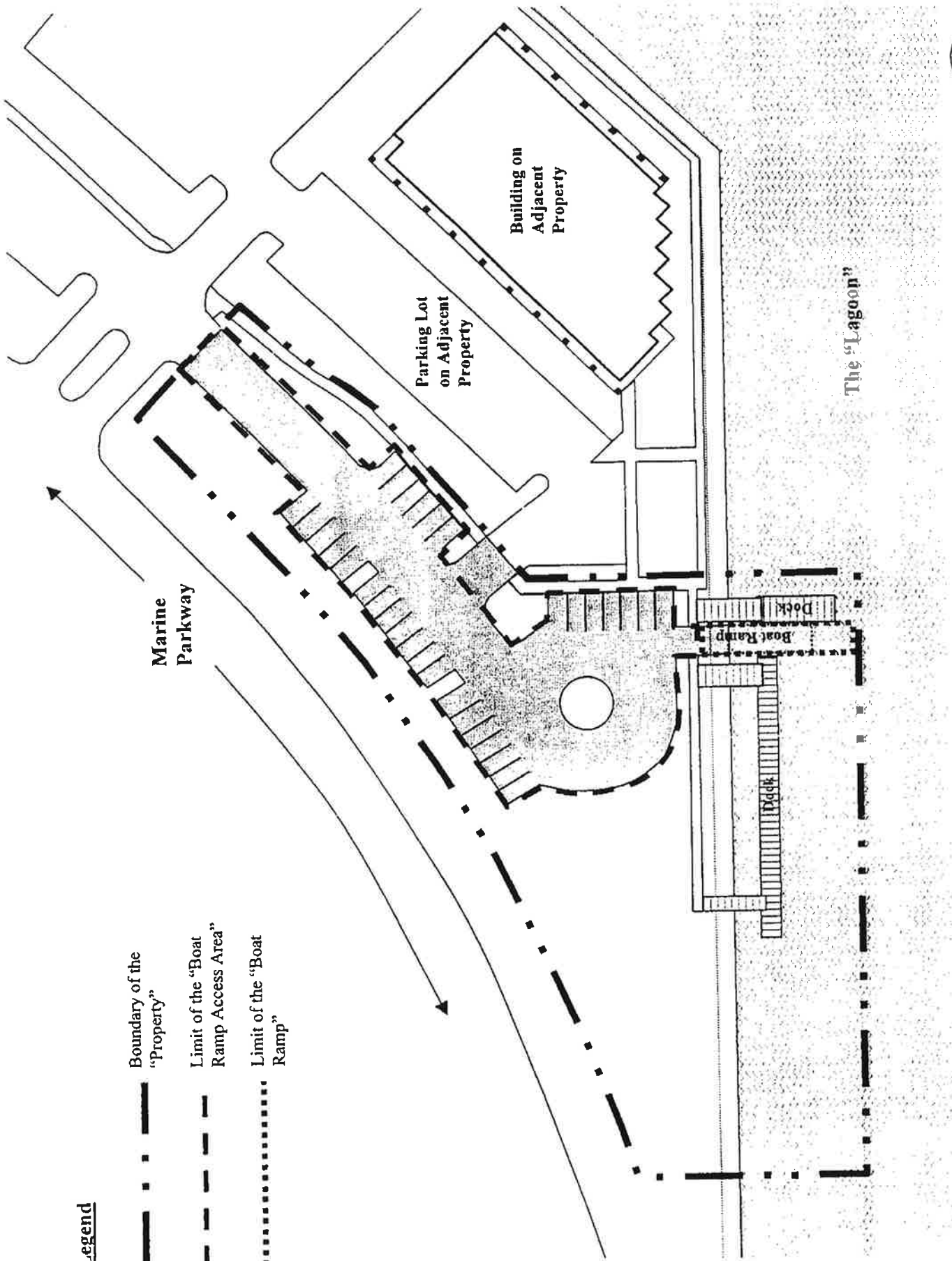
Lot 2 as shown on that certain map entitled "MARINA PARK CENTER, BEING A RESUBDIVISION OF LOTS 3, 4, 5, 7, & 8 AND A PORTION OF LOT 1 OF THE MAP OF MARINA PARK NO. 2, RECORDED IN VOLUME 97 OF MAPS PAGES 89 & 90, AND LANDS DESCRIBED IN DEED DOCUMENT 7770 O.R. 1845, OF SAN MATEO COUNTY RECORDS, REDWOOD CITY, SAN MATEO COUNTY, CALIFORNIA," filed in the office of the County Recorder of San Mateo County, State of California, on March 22, 1982, in Book 106 at Maps at page(s) 84 and 85.

A.P. No.: 095-242-190

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Legend

- Boundary of the "Property"
- - - Limit of the "Boat Ramp Access Area"
- Limit of the "Boat Ramp"



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The SBCA Restrictions

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1. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS:

Executed by: Redwood Shores, Inc., a California corporation
Dated: January 8, 1981
Recorded: February 6, 1981
Document No.: 12350-AS of Official Records of San Mateo County, California.

Said Instrument does not expressly provide for forfeiture of title in case of violation.

Said Instrument does provide that a violation shall not lessen the security of any Deed of Trust or Mortgage made in good faith and for value.

A LIEN for upkeep assessments was provided for in the above declaration.

2. FIRST AMENDMENT to the above declaration:

Executed by: Redwood Shores, Inc., a California corporation
Recorded: July 23, 1981
Document No.: 69666-AS of Official Records of San Mateo County, California.

3. SECOND AMENDMENT to the above declaration:

Executed by: Redwood Shores, Inc., a California corporation
Dated: August 18, 1982
Recorded: August 19, 1982
Document No.: 82070768 of Official Records of San Mateo County, California.

4. THIRD AMENDMENT to the above declaration:

Executed by: Redwood Shores, Inc., a California corporation
Dated: February 3, 1983
Recorded: February 4, 1983
Document No.: 83011056 of Official Records of San Mateo County, California.

5. DECLARATION OF ANNEXATION SHORES BUSINESS CENTER ASSOCIATION:

Executed by: Redwood Shores, Inc., a corporation
Dated: March 1, 1984
Recorded: March 5, 1984
Document No.: 84023389 of Official Records of San Mateo County, California.



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The SBCA Restrictions

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6. ASSIGNMENT AND ASSUMPTION AGREEMENT:

By: Redwood Shores, Inc., a California corporation
and Between: First City Redwood, Inc., a Nevada corporation
Dated: November 29, 1989
Recorded: November 29, 1989
Document No.: 89161004 of Official Records of San Mateo County, California.

7. ASSIGNMENT AND ASSUMPTION AGREEMENT:

By: First City Redwood, Inc., a Nevada corporation
and Between: Redwood Shores Properties, a California General Partnership
Dated: May 8, 1990
Recorded: May 22, 1990
Document No.: 90069335 of Official Records of San Mateo County, California.

8. FOURTH AMENDMENT to the above declaration:

Executed by: The Shores Business Center Association, a California nonprofit mutual
benefit corporation
Dated: September 10, 1991
Recorded: February 6, 1992
Document No.: 92017128 of Official Records of San Mateo County, California.

9. FIFTH AMENDMENT to the above declaration:

Executed by: The Shores Business Center Association
Dated: September 10, 1991
Recorded: December 7, 1993
Document No.: 93212191 of Official Records of San Mateo County, California.

10. SIXTH AMENDMENT to the above declaration:

Executed by: The Shores Business Center Association
Dated: October 1, 1992
Recorded: December 4, 1992
Document No.: 92199684 of Official Records of San Mateo County, California.



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The SBCA Restrictions

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11. SEVENTH AMENDMENT to the above declaration:

Executed by: The Shores Business Center Association
Dated: December 8, 1993
Recorded: January 10, 1994
Document No.: 94003692 of Official Records of San Mateo County, California

12. SAID DECLARATION of Restrictions, as amended, was imposed upon the premises upon the terms contained in the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Charges for Commercial Development for Marina Park Unit No. 2. Commercial Owner's Association and The Shores Business Center Association:

Dated: December 8, 1993
Recorded: March 24, 1994
Document No.: 94053289 of Official Records of San Mateo County, California.

13. EIGHTH AMENDMENT to the above declaration:

Executed by: The Shores Business Center Association
Dated: November 10, 1994
Recorded: December 5, 1994
Document No.: 94183593 of Official Records of San Mateo County, California.

14. NINTH AMENDMENT to the above declaration:

Executed by: The Shores Business Center Association
Dated: December 11, 1997
Recorded: October 4, 1999
Document No.: 1999-168218 of Official Records of San Mateo County, California.

15. TENTH AMENDMENT to the above declaration:

Executed by: The Shores Business Center Association
Dated: December 17, 1999
Recorded: November 9, 1999
Document No.: 1999-186111 of Official Records of San Mateo County, California.



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