

FATCO #304098-JN

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RECORDING REQUESTED BY, AND)
WHEN RECORDED MAIL TO:)

JAMES B. EKINS, ESQ.)
REDWOOD SHORES, INC.)
THREE TWIN DOLPHIN DRIVE)
REDWOOD CITY, CA 94065)

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LN	
MF	1
AF	23
ny	44

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RECORDED AT REQUEST OF
FIRST AMERICAN TITLE INSURANCE CO.
SAN MATEO COUNTY TITLE DIVISION
OCT 30 3 42 PM '85
MARVIN CHURCH, RECORDER
SAN MATEO COUNTY
OFFICIAL RECORDS

AGREEMENT FOR COVENANTS RUNNING WITH THE LAND

This Agreement for Covenants Running With the Land ("Covenants Agreement") is made and entered into as of October 28, 1985 by and between REDWOOD SHORES APARTMENT ASSOCIATES, LTD., a California limited partnership ("Buyer") and REDWOOD SHORES, INC., a California corporation ("Seller"), and is as follows:

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BACKGROUND INFORMATION

A. Under an Agreement for Sale of Real Property dated July 18, 1985 ("Agreement"), Seller has sold to Buyer and Buyer has purchased from Seller that certain real property ("Property") located in the State of California, County of San Mateo, City of Redwood City ("City"), more particularly described in Exhibit 1 attached hereto and incorporated herein by this reference.

B. Under the terms of the Agreement, Buyer and Seller agree to execute this Covenants Agreement in order that certain of Buyer's covenants contained in the Agreement shall run with both the Property and with that portion of the land described in

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Exhibit 2 attached hereto and incorporated herein by this reference which is currently owned by Seller ("Seller's Land"), which land shall be reduced from time to time as portions of such land are sold by Seller.

STATEMENT OF AGREEMENT

1. Covenants. In connection with the sale of the Property by Seller to Buyer, Buyer hereby makes the following covenants to Seller, which shall be binding upon each successor in interest to the beneficial ownership of Buyer in or to the Property or any portion thereof:

1.1. Signs and Graphics. Buyer shall not place or erect or cause or permit to be placed or erected any signs or other exterior graphics on the Property unless the wording, design, location, color, and construction thereof have been approved in writing in advance by the New Construction Committee ("NCC") formed pursuant to the Redwood Shores Owners Association Declaration of Covenants, Conditions and Restrictions ("Declaration"), dated December 24, 1980, and recorded in the official records of the County of San Mateo, State of California ("Official Records"), on February 13, 1981 as Document No. 14180AS, as amended and supplemented by (i) the First Amendment thereto dated March 10, 1981 and recorded in the Official Records on March 19, 1981 as Document No. 25158AS, (ii) Declaration of Annexation dated July 16, 1982 and recorded in the Official Records on July 23, 1982 as Document No. 82060713, and (iii) Declaration of Annexation dated December 21, 1983 and recorded in

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the Official Records on January 18, 1984 as Document No. 84006212. Buyer agrees that all signs and other exterior graphics shall be maintained in good condition and repair, and that Buyer shall pay the cost of all utilities in connection therewith. Buyer further agrees that any such signs or graphics erected by it without the prior written approval of the NCC, or not maintained in good condition or repair, or which are no longer being used will be removed by Buyer at the request of the NCC or if not so removed within ten (10) working days after Buyer's receipt of notice thereof from the NCC, may be removed by the NCC at Buyer's expense.

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1.2. Buyer's Protection of Property. Buyer covenants that during the course of construction on the Property, Buyer shall protect pavements, curbs, gutters, walks, streets, shoulders and utility structures contiguous to, the vicinity of, or leading to the Property from damage caused by Buyer or Buyer's employees, agents, contractors, materialmen, consultants or suppliers, and shall keep pedestrian and road rights of way and drives reasonably clean and clear of equipment, building materials, dirt, debris and similar materials; that Seller may, at Buyer's expense, clean and clear said pedestrian and road rights of way and drives if Buyer fails to do so within ten (10) working days after Buyer's receipt of written notice thereof from Seller. Buyer further covenants that during the construction period Buyer shall comply with the construction and safety requirements reasonably established by Seller or pursuant to the

Declaration, as amended, regarding excavation, enclosure and protection of the construction site, storage of building materials, vehicle parking, temporary buildings, chemical toilets, clean up, signage, dust, noise, odor and similar conditions.

Buyer shall take all reasonable precautions in order to minimize interference with traffic and to protect the general public, and residents of Redwood Shores in particular, from injury from the movement of vehicular traffic in connection with construction on the Property.

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1.3. Buyer's Cooperation with Other Construction.

Buyer covenants that Buyer shall use its best efforts to cooperate with, and shall use its best efforts to cause its employees, agents, contractors, materialmen, consultants and suppliers to cooperate with, all other parties involved in construction on, about, adjacent to or in the vicinity of the Property, including but not limited to Seller, the City and the City of Redwood City General Improvement District No. 1-64.

1.4. Indemnification of Seller Against Certain Losses. Buyer covenants that it will indemnify and hold Seller harmless from any losses, claims or damage arising from the actions of Buyer or its employees or agents in connection with the acquisition, development or sale of the Property, except as to such losses, claims or damage resulting from any default of Seller under the Agreement. This indemnification specifically includes, without limitation, losses, claims or damage arising

from soil tests or other investigation of the Property by Buyer or its employees or agents after execution of the Agreement but prior to the date hereof.

1.5. Buyer's Use of Seller's Tradenames and Logos. Buyer hereby acknowledges that Seller has a proprietary interest in and to the following names, initials and logo, whether or not the same are registered, and Buyer covenants not to use such names, initials or logos in any advertisements, promotional literature or otherwise for any purpose without the prior express written consent of Seller: "Mobil," "Mobil Corporation," "Mobil Land Development Corporation," "MLDC," "Redwood Shores, Inc.," "Sandpiper," and the logos set forth in Exhibit 3 attached hereto and incorporated herein by this reference. Seller acknowledges that the apartments to be constructed on the Property are to be known as "Redwood Shores Apartments," and agrees that Buyer may use the term "Redwood Shores" as part of such name. Seller further acknowledges that Buyer is a limited partnership known as "Redwood Shores Apartment Associates, Ltd., a California limited partnership", and agrees that Buyer may use the term "Redwood Shores" as part of such name. Buyer shall not, however, have the right to use the term "Redwood Shores" in any other way, whether or not in connection with the project, without the express written consent of Seller.

1.6. Landscaping. Buyer agrees to construct, install and permanently maintain or cause to be maintained landscaping within the public right-of-way between the face of the curb and

the Property boundary adjacent and contiguous to Redwood Shores Parkway, Shell Parkway, Avocet Drive, Davit Lane and Shannon Way, which landscaping shall be consistent with Buyer's landscape plan for the Property as approved by the NCC. Such approved landscaping shall be completed by Buyer according to the following schedule:

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Shell Parkway, Davit Lane and Shannon Way. With respect to each such road: If Seller accepts as completed the surface improvements for such road prior to the issuance to Buyer of the first Occupancy Permit for one or more Units in the Property, Buyer shall complete the landscaping adjacent to such road within six (6) months following the later of (i) Seller's acceptance of such improvements or (ii) April 1, 1986, but in no event later than the issuance to Buyer of the first Occupancy Permit for one or more Units on the Property. If Buyer is issued an Occupancy Permit for one or more Units on the Property prior to the date Seller accepts as completed the surface improvements of such road, Buyer shall complete the landscaping adjacent to such road within two (2) months following acceptance of such improvements by Seller.

Redwood Shores Parkway and Avocet Drive. With respect to such roads, Buyer shall complete the landscaping adjacent thereto within two (2) months following the date Seller accepts as completed the surface improvements of such roads.

1.7. Declaration and Guidelines. Buyer covenants to diligently and in good faith comply with all applicable requirements, terms and conditions of the Declaration and the Development Guidelines and Design Review Procedures promulgated by the NCC, and Buyer shall obtain in timely fashion all approvals required thereunder.

2. Benefit and Burden of Covenants. Buyer and Seller agree that each of the covenants set forth herein relates to the use, repair, maintenance or improvement of, or payment of taxes and assessments on, the Property or some part thereof and that said covenants are intended to burden the Property and to benefit Seller's Land. Buyer and Seller agree that no third party or successor in interest to Seller shall have any rights or benefits under this Covenants Agreement, and that this Covenants Agreement shall not be construed to confer any such rights or benefits on any such party.

3. Successive Owners. Each and all successive owners of and other successors in interest to the Property, or to any interest in or portion thereof, shall be bound by the covenants contained herein for the benefit of Seller's Land for so long as Seller owns all or any portion of such land but in no event longer than twenty (20) years from the date first set forth above; provided, however, that (i) any successors in interest to all or any portion of the Property acquired through foreclosure, trustee's sale, or deed(s) in lieu of foreclosure, and any future successors acquiring title from same, shall not be bound by the terms of Section 1.4 above and (ii) if Seller reacquires ownership

of the Property or any portion thereof, Seller shall not be bound by the covenants contained herein by reason of such ownership. Without limiting the foregoing, no person acquiring title to all or part of the Property by virtue of foreclosure, trustee's sale or deed(s) in lieu of foreclosure shall, as a precondition to such acquisition or otherwise, (i) incur any liability for any liens, claims or damages of a monetary nature arising from Buyer's failure prior to such acquisition to perform its obligations under this Covenants Agreement, or (ii) be obligated to take any curative or remedial action required as a result of Buyer's non-compliance with this Covenants Agreement as to which Buyer had not received written notice prior to such acquisition.

4. Attorneys' Fees. If any action is instituted in connection with the enforcement of this Covenants Agreement, the prevailing party shall be entitled to recover from the losing party the prevailing party's costs and expenses, including court costs and reasonable attorneys' fees.

5. Termination. This Covenants Agreement shall automatically terminate on the earlier of (i) twenty (20) years from the date hereof or (ii) the date Seller no longer owns any portion of Seller's Land.

6. Nonrecourse Limitation. Notwithstanding anything hereunder to the contrary, neither Buyer nor any constituent partner of Buyer, nor any constituent partner of any constituent partner of Buyer, (nor the successors or assigns of any of the foregoing persons or entities), shall be personally liable hereunder, Seller's remedies being limited to Buyer's interest in the Property.

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7. Compliance Statements. Within fifteen (15) calendar days after request from Buyer from time to time, Seller shall deliver to Buyer a statement that, to the best of Seller's knowledge, Buyer is in compliance with this Covenants Agreement, or if Buyer is not in compliance, specifying the nature and extent of the non-compliance. Any such statement may be relied upon by any purchaser or holder of a mortgage or deed of trust on the Property.

IN WITNESS WHEREOF, the parties hereto have executed this Covenants Agreement effective as of the date first above written.

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SELLER:
REDWOOD SHORES, INC.,
A California corporation

By *Donald G. Warren*
DONALD G. WARREN
President

By *James B. Ekins*
JAMES B. EKINS
Assistant Secretary

BUYER:
REDWOOD SHORES APARTMENT ASSOCIATES, LTD.,
a California limited partnership

By: REDWOOD SHORES APARTMENT COMPANY,
a California limited partnership,
Its General Partner

By *George E. Thomas*
GEORGE E. THOMAS
General Partner

By *Jeffrey B. Allen*
Name and Title
Jeffrey B. Allen
Managing General Partner

ACKNOWLEDGMENTS

STATE OF CALIFORNIA)
)
COUNTY OF SAN MATEO)

On this 28 day of October, in the year 1985, before me, the undersigned, a Notary Public in and for said County and State, personally appeared GEORGE E. THOMAS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the General Partner of REDWOOD SHORES APARTMENT COMPANY, a California limited partnership, the partnership that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the partnership therein named, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.



Constanza Munevar
Notary Public for State of California

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

On this 28 day of October, in the year 1985, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JEFFREY B. ALLEN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Managing General Partner of REDWOOD SHORES APARTMENT COMPANY, a California limited partnership, a California limited partnership, the partnership that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the partnership therein named and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.



Constanza Munevar
Notary Public for State of California

PROPERTY DESCRIPTION

The land herein referred to is situated in the State of California, County of San Mateo, City of Redwood City and is described as follows:

Lot 3 as designated on that certain Subdivision Map ("Map") entitled "Sandpiper Subdivision Unit No. 1, Being a Subdivision of Portion of the Lands Described in Volume 5016 O. R., page 21 San Mateo County Records, City of Redwood City, San Mateo County, California," which Map was recorded in the official records of the County of San Mateo, State of California on July 18, 1985, in Book 113 of Maps at pages 43 through 45.

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EXHIBIT 1

SELLER'S LAND

All that real property situated in the State of California, County of San Mateo and City of Redwood City or the City of Belmont, to which Redwood Shores, Inc., a California corporation, holds legal title as of the execution hereof (but excluding any portion of such real property sold or otherwise conveyed by Redwood Shores, Inc. from time to time in the future and excluding the real property described in Exhibit "A" attached to this Agreement), described as follows:

PARCEL 1:

BEGINNING at the Northerly corner of Lot 26 in Block 8 as shown on that certain map entitled "MARLIN SUBDIVISION NO. 1," filed in the office of the County Recorder of San Mateo County, State of California in Book 69 of Maps at pages 43 through 47 inclusive; thence along the Northeasterly boundary of Marlin Subdivision No. 1, South 56° 47' 47" East, 580.12 feet; thence North 33° 12' 13" East, 116.00 feet to a point in the Northeasterly line of Shell Parkway; thence along the Northeasterly line of Shell Parkway Southeasterly on the arc of a circular curve to the right (the center of which bears South 33° 12' 13" West, 2,848.00 feet distance) through a central angle of 20° 03' 30" for an arc distance of 997.04 feet; thence tangentially South 36° 44' 17" East, 237.48 feet; thence Southeasterly on the arc of a circular curve to the left (the center of which bears North 53° 15' 43" East, 56.00 feet distant) through a central angle of 86° 24' 08", for an arc distance of 99.53 feet; thence Northeasterly on the arc of a tangent circular curve to the right (the center of which bears South 33° 08' 25" East, 904.00 feet distant) through a central angle of 1° 14' 18" for an arc distance of 19.54 feet; thence South 31° 54' 07" East, 116.00 feet; thence Southwesterly on the arc of a circular curve to the left (the center of which bears South 31° 54' 07" East, 66.00 feet distant) through a central angle of 94° 50' 00" for an arc distance of 109.24 feet; thence tangentially South 36° 44' 17" East, 87.43 feet; thence leaving Northeasterly line of Shell Parkway South 53° 15' 43" West 116.00 feet to a point in the Northeasterly boundary of Parcel Map No. 69-5 as shown on map thereof filed for record in Volume 9 of Parcel Maps at page 16, in the office of the County Recorder of San Mateo County, State of California; thence along the Northeasterly line of said Parcel Map No. 69-5, South 36° 44' 17" East, 373.45 feet; thence leaving boundary of said Parcel Map, North 43° 00' 00" East, 295.00 feet; thence North 15° 00' 00" West, 133.99 feet; thence North 57° 30' 00" West, 233.62 feet; thence North 24° 59' 40" West, 105.00 feet; thence Northeasterly on the arc of a circular curve to the

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right (the center of which bears South 24° 59' 40" East, 773.00 feet distant) through a central angle of 14° 35' 34" for an arc length of 196.88 feet; thence South 21° 30' 00", West, 142.40 feet; thence South 57° 00' 00" East, 430.00 feet; thence South 89° 15' 19" East, 90.00 feet; thence North 0° 44' 41" East, 200.00 feet; thence North 29° 34' 07" East, 116.69 feet; thence North 0° 44' 41" East, 131.00 feet; thence South 89° 15' 19" East, 80.00 feet; thence South 0° 44' 41" West, 161.00 feet; thence South 29° 34' 07" West, 110.00 feet; thence South 0° 44' 41" West, 150.00 feet; thence South 67° 30' 00" East, 200.00 feet; thence North 76° 20' 00" East, 447.00 feet; thence North 63° 06' 50" East, 255.00 feet; thence North 56° 13' 30" East, 321.29 feet; thence North 49° 12' 02" East, 746.06 feet; thence North 26° 15' 30" East, 359.25 feet; thence North 15° 47' 05" West, 1,064.67 feet; thence North 46° 27' 18" East, 585.45 feet; thence North 53° 40' 50" West, 780.00 feet; thence North 15° 47' 05" West, 110.00 feet; thence North 81° 15' 00" East, 760.00 feet; thence North 59° 00' 00" East, 230.00 feet; thence South 71° 00' 00" East, 429.95 feet; thence North 46° 27' 18" East, 791.96 feet to the most Southerly corner of that certain 16.513 acre parcel of land conveyed to South Bay System Authority by Deed dated November 3, 1977, recorded in Book 7704 of Official Records at page 130, Records of San Mateo County, California; thence along the boundary of the last mentioned parcel with the following two courses and distances North 43° 32' 42" West, 750.00 feet and North 47° 44' 08" East, 1000.00 feet to a point on the Lands of the State of California; thence North 45° 46' 10" West, 529.93 feet; thence South 47° 44' 08" West, 65.00 feet to a concrete monument at the Easterly corner of that certain 34.556 acre parcel of land conveyed to General Electric Company by Deed recorded in Book 1039 of Official Records at page 297, Records of San Mateo County, California; thence along the boundaries of said 34.556 acre parcel South 47° 44' 08" West, 1072.05 feet; thence South 86° 59' 08" West, 235.89 feet; thence South 44° 04' 48" West, 401.22 feet; thence North 46° 32' 52" West, 35.98 feet; thence North 30° 58' 28" East, 39.08 feet; thence North 59° 01' 32" West, 273.54 feet; thence North 16° 50' 42" West, 157.02 feet; thence North 46° 16' 12" West, 604.84 feet; thence North 43° 14' 58" East, 522.84 feet to a point in the Northwesterly boundary of said 34.556 acre parcel from which the concrete monument at the most Northerly corner thereof bears North 43° 14' 58" East, 261.41 feet distant; thence leaving said boundary North 46° 45' 02" West, 267.00 feet; thence South 80° 45' 00" West, 182.00 feet; thence North 80° 45' 00" West, 2082.25 feet; thence South 31° 27' 25" West, 48.76 feet; thence

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North 83° 18' 05" West, 300.00 feet; thence North 42° 09' 45" West, 242.80 feet; thence North 7° 44' 15" East, 185.70 feet; thence South 79° 48' 48" East, 130.00 feet; thence North 15° 31' 27" West, 186.80 feet; thence North 71° 59' 45" West, 168.20 feet; thence South 2° 59' 49" East, 191.30 feet; thence South 79° 22' 49" West, 81.40 feet; thence North 22° 48' 10" West, 87.28 feet; thence South 38° 00' 00" West, 142.58 feet; thence North 74° 30' 00" West, 228.00 feet; thence South 50° 45' 48" West, 392.37 feet; thence South 53° 40' 50" East, 610.00 feet; thence South 36° 19' 10" West, 280.98 feet; thence North 53° 40' 50" West, 850.97 feet; thence South 50° 15' 48" West, 242.03 feet; thence Southwesterly on the arc of a circular curve to the left (the center of which bears South 39° 14' 12" East, 1200.00 feet distant) through a central angle of 23° 45' 48", for an arc distance of 497.70 feet; South 27° 00' 00" West, 435.01 feet; thence Southwesterly on the arc of a circular curve to the left (the center of which bears South 63° 00' 00" East, 250.00 feet distant) through a central angle of 37° 45' 00" for an arc distance of 164.72 feet; thence South 10° 45' 00" East, 545.51 feet; thence South 24° 40' 37" East, 1017.96 feet; thence South 4° 20' 00" West, 165.00 feet; thence South 10° 15' 00" East, 110.00 feet; thence South 67° 30' 00" West, 140.00 feet; thence South 2° 00' 00" West, 220.00 feet; thence South 24° 45' 00" West, 195.00 feet; thence South 40° 00' 00" West, 425.00 feet; thence South 56° 20' 00" West, 101.15 feet; thence South 6° 08' 10" East, 51.43 feet to a 6" concrete monument in the Easterly boundary of lands now or formerly of San Mateo County Scavenger Company; thence South 9° 32' 04" West, 55.11 feet to the Northerly corner of Shorebird Subdivision No. 1, as shown on map thereof, filed in the office of the County Recorder of San Mateo County, State of California on December 27, 1979 in Book 100 of Maps at pages 33, 34, 35 and 36, Records of San Mateo County, California; thence along the Northeasterly boundary of Shorebird Subdivision No. 1, Southeasterly on the arc of a circular curve to the right (the center of which bears South 9° 32' 04" West, 750.00 feet distant) through a central angle of 30° 25' 49" for an arc distance of 398.33 feet to point of reverse curvature; thence Southeasterly on the arc of a circular curve to the left (the center of which bears North 39° 57' 53" East, 688.00 feet distant) through a central angle of 6° 45' 40" for an arc distance of 81.19 feet; thence South 56° 47' 47" East, 80.71 feet; thence Southeasterly on the arc of a circular curve to the left (the center of which bears North 33° 12' 13" East, 20.00 feet distant) through a central angle of 90° 00' 00" for an arc distance of 31.42 feet; thence North 33° 12' 13" East, 14.00 feet to a point on

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the Northwesterly line of Marine World Parkway; thence South 56° 47' 47" East, 116.00 feet; thence South 33° 12' 13" West, 12.72 feet; thence Southwesterly along the arc of a tangent curve to the left having a radius of 20 feet and a central angle of 12° 21' 50" for a distance of 4.32 feet; thence South 56° 47' 47" East, 136.53 feet; thence Southeasterly on the arc of a circular curve to the left (the center of which bears North 21° 08' 02" East, 769.00 feet distant) through a central angle of 1° 48' 02" for an arc distance of 24.17 feet; thence South 80° 40' 00" East, 280.56 feet; thence Southeasterly on the arc of a circular curve to the right (the center of which bears South 19° 20' 00" West, 831.00 feet distant) through a central angle of 18° 51' 27" for an arc distance of 273.50 feet to the Easterly corner of said Shorebird Subdivision No. 1; thence along the Southeasterly boundary of said Subdivision South 43° 19' 38" West, 213.09 feet to the place of beginning.

EXCEPTING HOWEVER THEREFROM THAT portion thereof conveyed to Donald L. Bren Company, a California corporation and described as "Parcel Two" in Deed recorded November 15, 1977 in Book 7657 of Official Records at page 526 (File No. 95724-AL), Records of San Mateo County, California, described as follows:

BEGINNING at the most Easterly corner of Parcel A as shown on that certain Parcel Map entitled "NO. 75-3 PARCEL MAP BEING A RESUBDIVISION OF PARCELS 1 AND 2 OF VOLUME 9 OF PARCEL MAPS AT PAGE 16 AND A PORTION OF SHELL PARKWAY (ABANDONED) AND A PORTION OF SECTION 6, TOWNSHIP 6, TOWNSHIP 5 SOUTH, RANGE 3 WEST, MOUNT DIABLO BASE AND MERIDIAN, REDWOOD CITY, SAN MATEO COUNTY, CALIFORNIA," filed in the office of the County Recorder of San Mateo County, State of California on October 15, 1976 in Volume 33 of Parcel Maps at page 37, Records of San Mateo County, California; thence from point of beginning North 36° 44' 17" West, 404.48 feet; thence South 42° 00' 22" East, 405.46 feet; thence South 43° 00' 00" West, 37.83 feet; thence North 36° 44' 17" West, 6.00 feet to the point of beginning.

PARCEL 2

All that certain property being a portion of Parcel "A" as said parcel is shown on that certain parcel map in Volume 33 of Parcel Maps at page 37, Records of San Mateo County, California, said portion being more particularly described as follows:

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BEGINNING at a point on the Northeasterly line of said Parcel "A" said point of beginning bears North 36° 44' 17" West 404.48 feet from the Southeast corner of said Parcel "A"; thence from said point of beginning along said Northeasterly line of Parcel "A," North 36° 44' 17" West 92.97 feet; thence along the arc of a curve to the left as shown on said Parcel Map; having a radius of 40.00 feet a central angle of 43° 47' 19" an arc distance of 30.57 feet; thence leaving the Northeasterly line of Parcel "A" South 42° 00' 22" East 121.16 feet to the point of beginning.

PARCEL 3

BEGINNING at Mon. 30 at the intersection of the center line of Shell Parkway, 116.00 feet in width as shown on said map, with the most Easterly boundary of said subdivision; thence Southwesterly along said most Easterly boundary, South 53° 15' 43" West, a distance of 58.00 feet, to a point on the Westerly line of said Shell Parkway; thence Northerly along said Westerly line, North 36° 44' 17" West, a distance of 130.00 feet, to the beginning of a curve; thence Southwesterly along a tangent curve to the left, having a radius of 40.00 feet, a central angle of 90° 00' 00", an arc length of 62.83 feet, to a point on the Southeasterly line of Peninsula Parkway, 116.00 feet in width as shown on said map; thence Northeasterly, North 57° 29' 07.5" East a distance of 228.18 feet, to a point of cusp, to which a radial bears North 31° 54' 07" West; thence Southeasterly along a non-tangent curve, having a radius of 66.00 feet, a central angle of 94° 50' 10", an arc length of 109.24 feet, to a point on the Easterly line of said Shell Parkway; thence Southerly along said Easterly line, South 36° 44' 17" East, a distance of 87.43 feet to the most Easterly corner of said subdivision; thence Southwesterly along the most Easterly boundary line of said subdivision, South 53° 15' 43" West, a distance of 58.00 feet to the point of beginning.

EXCEPTING HOWEVER THEREFROM that portion thereof conveyed to Donald L. Bren Company, a California corporation, and described as "Parcel One" in Deed recorded November 15, 1977 in Book 7657 of Official Records at page 526 (File No. 95724-AL), Records of San Mateo County, California, described as follows:

BEGINNING at the most Easterly corner of Parcel A, as shown on that certain Parcel Map entitled "NO. 75-3 PARCEL MAP BEING A RESUBDIVISION OF PARCELS 1 AND 2 OF VOLUME 9 OF PARCEL MAPS AT PAGE 16 AND A PORTION OF SHELL PARKWAY

(ABANDONED) AND A PORTION OF SECTION 6, TOWNSHIP 6, TOWNSHIP 5 SOUTH, RANGE 3 WEST, MOUNT DIABLO BASE AND MERIDIAN, REDWOOD CITY, SAN MATEO COUNTY, CALIFORNIA," filed in the Office of the County Recorder of San Mateo County, State of California on October 15, 1976 in Volume 33 of Parcel Maps at page 37; thence from said point of beginning along the Northeasterly line of said Parcel A, North 36° 44' 17" West 497.45 feet, along an arc of a curve to the left having a radius of 40 feet, a central angle of 43° 47' 19" an arc distance of 30.57 feet to the true point of beginning; thence from said true point of beginning continuing along said curve to the left, having a radius of 40 feet, a central angle of 46° 12' 41" an arc distance of 32.26 feet to a point on the Southeasterly line of Peninsula Parkway, as shown on said Parcel Map; thence leaving said Southeasterly line North 53° 15' 43" East 27.74 feet; thence South 42° 00' 22" East 12.37 feet to the true point of beginning.

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PARCEL 4:

Lot A, Lots 1 and 3 in Block B, and Lots 4, 6 and 7 in Block C as shown on that certain map entitled "SHOREBIRD SUBDIVISION NO. 1 all within Section 36, Township 4 South, Range 4 West; and Section 1, Township 5 South, Range 4 West, M.D.B. & M., Redwood City, San Mateo County, California," recorded December 27, 1979 in Volume 100 of Maps at pages 33, 34, 35 and 36, Records of San Mateo County, California.

PARCEL 5:

Lot 45 in Block B as shown on that certain map entitled "MARLIN SUBDIVISION NO. 1 all within Section 1, Township 5 South, Range 4 West; Section 36, Township 4 South, Range 4 West; and Section 6, Township 5 South, Range 3 West, M.D.B. & M., Redwood City, San Mateo County, California," recorded June 13, 1969 in Volume 69 of Maps at pages 43, 44, 45, 46 and 47, Records of San Mateo County, California.

PARCEL 6:

Lots 2, 3, 4 and 5 as shown on that certain map entitled "MARINA PARK CENTER, being a resubdivision of Lots 3, 4, 5, 7 and 8 and a portion of Lot 1 of the map of Marina Park Unit #2 recorded at Volume 97 of Maps pages 89 and 90, and lands described in 7770 O.R. 1845, 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 Volume 106 of Maps at pages 84 and 85.

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PARCEL 7:

Lot 3 as shown on that certain map entitled "PARCEL MAP NO. 79-14 being a resubdivision of Block B as shown on Parcel Map No. 78-13 recorded in Volume 47 of Parcel Maps at pages 73, 74 and 75, San Mateo County Records, Redwood City, San Mateo County, California," recorded December 6, 1979 in Volume 48 of Parcel Maps at pages 76 and 77, Records of San Mateo County, California.

PARCEL 8:

Parcels 1 and 2 as shown on that certain map entitled "PARCEL MAP NO. 81-8, LYING WITHIN THE CITY OF REDWOOD CITY, BEING A RESUBDIVISION OF LOT 1 AS SHOWN ON MAP ENTITLED "SHORES CENTER UNIT NO. 1" RECORDED IN BOOK 106 OF MAPS AT PAGES 3, 4 and 5, AND PARCEL 1 OF PARCEL MAP NO. 78-13, RECORDED IN BOOK 47 OF PARCEL MAPS AT PAGES 73, 74 and 75, SAN MATEO COUNTY RECORDS, CITY OF REDWOOD CITY, SAN MATEO COUNTY, CALIFORNIA," filed in the Office of the County Recorder of San Mateo County, State of California, on December 3, 1981 in Volume 52 of Parcel Maps at pages 15-16.

PARCEL 9:

Lots 2, 3, 4, 5, 6, 7, B and C as shown on that certain map entitled "SHORE CENTER UNIT NO. 1, LYING WITHIN THE CITY OF REDWOOD CITY, BEING A RESUBDIVISION OF A PORTION OF SECTIONS 1 AND 2, TOWNSHIP 5 SOUTH, RANGE 4 WEST, M.D.M., REDWOOD CITY, SAN MATEO COUNTY, CALIFORNIA," filed in the Office of the County Recorder of San Mateo County, State of California, on October 8, 1981 in Volume 106 of Maps at pages 3, 4 and 5.

PARCEL 10:

A portion of Sections 1 and 12, Township 5 South, Range 4 West, M.D.M., described as a whole as follows:

BEGINNING at the most Northerly corner of the lands of San Mateo County Scavenger Co., as described in Deed recorded January 31, 1969 in Book 5580 of Official Records at page 466 (File No. 2852-AC), Records of San Mateo County, California, said point of beginning also being on the Southeasterly line of lands described in Parcel "B" of the Deed from Harbor Development Corporation to Leslie Salt Co., recorded May 27, 1949 in Book 1669 of Official Records at page 109 (File No. 92516-H), Records of San Mateo County, California; thence from said point of beginning along a portion of the

Southeasterly line of said lands of Leslie Salt Co., North 43° 19' 38" East 2427.27 feet to the most Northerly corner of the lands of Mobil Oil Estates (Redwood) Limited as described in Deed recorded June 1, 1973 in Book 6402 of Official Records at page 76 (File No. 40405-AG), Records of San Mateo County, California; thence along the Northeasterly line of said Mobil Parcel South 40° 57' 43" East 2322.04 feet; thence South 31° 49' 17" West 528.46 feet; thence South 25° 13' 17" West 312.15 feet; thence North 63° 10' 55" West 192.56 feet; thence South 26° 49' 05" West 50.00 feet to a Southerly line of said Mobil parcel of land; thence along said Southerly line South 63° 10' 55" East 165.00 feet to its intersection with the Northerly prolongation of the West line of that Parcel described in Deed to Agnes A. Bracesco, recorded March 13, 1942 in Book 1003 of Official Records at page 499, Records of San Mateo County, California; thence along said prolongation of the West line and said West line South 0° 26' 22" West 517.21 feet to the Southwest corner of said Bracesco Parcel; thence along the South line of said Bracesco Parcel South 89° 33' 38" East 344.28 feet; thence South 01° 02' 17" West 200.00 feet; thence North 89° 33' 38" West parallel with said South line of said Bracesco Parcel 158.19 feet; thence on the arc of a curve to the left, with a radius of 1199.92 feet through a central angle of 44° 59' 05" an arc length of 942.09 feet; thence South 45° 27' 17" West 233.61 feet to the most Easterly corner of that certain Parcel of Land described in Deed to County of San Mateo, recorded December 23, 1974 in Book 6756 of Official Records at page 423 (File No. 9865-AI), Records of San Mateo County, California, along the Northeasterly boundary of said last mentioned lands North 40° 57' 43" West 1522.84 feet to the most Northerly corner thereof; thence along the Northwesterly boundary thereof, South 47° 51' 36" West 54.71 feet to the most Easterly corner of the lands of San Mateo County Scavenger Co. as described in Deed recorded January 31, 1969 in Book 5580 of Official Records at page 466 (File No. 2852-AC), Records of San Mateo County, California; thence along the Northeasterly line of said last mentioned lands North 44° 32' 43" West 1207.62 feet to the point of beginning.

EXCEPTING THEREFROM the lands conveyed by Deed from Mobil Oil Estates (Redwood) Limited, a California corporation, to State of California, dated June 6, 1979 and recorded January 16, 1980 in Reel 7931 of Official Records of San Mateo County at Image 273 (File No. 8954-AP).

ALSO EXCEPTING THEREFROM the following described lands:

BEGINNING at the most Westerly corner of that certain property shown on "MARLIN SUBDIVISION NO. 2" filed in the office of the County Recorder of San Mateo County, State of California on August 1, 1969 in Volume 69 of Maps at pages 51 through 53, inclusive; running thence along the Southwesterly prolongation of the Northwesterly boundary of said tract, South 43° 19' 38" West 285.82 feet; thence along the arc of a tangent curve to the left having a radius of 1058.00 feet through a central angle of 2° 23' 33" an arc distance of 44.18 feet; thence North 57° 55' 23" West 796.23 feet to a point on the boundary of "DOLPHIN SUBDIVISION NO. 1" filed in the office of the County Recorder of San Mateo County, State of California on February 18, 1969 in Volume 69 of Maps at pages 6 and 7, Records of San Mateo County, California; thence along said boundary North 43° 19' 38" East 563.33 feet; thence South 40° 57' 43" East 783.90 feet to the point of beginning.

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ALSO EXCEPTING THEREFROM the lands conveyed by Deed from Redwood Shores, Inc., a California corporation, formerly Mobil Oil Estates (Redwood) Limited to Browning-Ferris Industries, Inc., a Delaware corporation, dated June 24, 1980 and recorded August 26, 1980 in Reel 7988 of Official Records at Image 605 (File No. 87080-AP), Records of San Mateo County, California.

FURTHER EXCEPTING THEREFROM so much of said first described lands as lies within that certain subdivision entitled "SHORE CENTER UNIT NO. 1, LYING WITHIN THE CITY OF REDWOOD CITY, BEING A RESUBDIVISION OF A PORTION OF SECTIONS 1 AND 2, TOWNSHIP 5 SOUTH, RANGE 4 WEST, M.D.M., REDWOOD CITY, SAN MATEO COUNTY, CALIFORNIA," filed in the office of the County Recorder of San Mateo County, State of California, on October 8, 1981 in Volume 106 of Maps at Pages 3, 4 and 5.

PARCEL 11:

Parcel B as shown on that certain map entitled "PARCEL MAP NO. 71-1 being a resubdivision of Parcel 2, as shown on 'Parcel Map of Marine World, Redwood City, California' recorded August 30, 1967 in Book 3 of Parcel Maps at page 37, San Mateo County Records and a portion of lands described in Volume 5711 Official Records, page 339, City of Redwood City, San Mateo County, California," recorded February 19, 1971 in Volume 12 of Parcel Maps at page 1, Records of San Mateo County, California.

PARCEL 12:

Parcel "A" as shown on that certain map entitled "PARCEL MAP NO. 77-17 of Lot 65 and Lot 66 of Block "B," Marlin subdivision No. 1 as recorded in Volume 69, pages 43 through 47 of Official Records, Redwood City, San Mateo County, California," recorded February 6, 1978 in Volume 41 of Parcel Maps at pages 6 and 7, Records of San Mateo County, California.

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EXHIBIT 3