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RECORDED AT REQUEST OF
FIRST AMERICAN TITLE INSURANCE CO.
SAN MATEO COUNTY TITLE DIVISION

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MARLEN BLOOM RECORDER
SAN MATEO COUNTY
OFFICIAL RECORDS

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

REDWOOD SHORES, INC.
Three Twin Dolphin Drive, Suite 200
Redwood City, CA 94065
Attention: Nancy Kalfayan Alberti, Esq. }

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AGREEMENT FOR COVENANTS RUNNING WITH THE LAND

THIS AGREEMENT FOR COVENANTS RUNNING WITH THE LAND is made and entered into as of this 29th day of June, 1989, by and between REDWOOD SHORES, INC., a California corporation ("Seller"), and PROVIDENT CENTRAL CREDIT UNION, a California non-profit mutual benefit corporation ("Buyer").

BACKGROUND INFORMATION

A. Under that certain Agreement for Purchase and Sale of Real Property, dated as of June 29, 1989 (the "Sales Agreement"), Seller has sold to Buyer and Buyer has purchased from Seller that certain real property located in the State of California, County of San Mateo, City of Redwood City (the "City"), more particularly described in Exhibit 1 attached hereto and incorporated herein by this reference (the "Property").

B. Under the terms of the Sales Agreement, Buyer and Seller agreed to execute this Covenants Agreement and such

additional documents as Seller may deem necessary to comply with the provisions of Section 1468 of the California Civil Code, in order that certain of Buyer's covenants contained in the Sales Agreement shall run with both the Property and with that portion of the land described in Exhibit 2 attached hereto and incorporated herein by this reference which is currently owned by Seller, which land shall be reduced from time to time as portions of such land are sold by Seller ("Seller's Land").

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 except as provided in Article 3 - SUCCESSIVE OWNERS of this Covenants Agreement.

Section 1.1. Covenant to Build. Buyer covenants that Buyer shall construct on the Property a building or buildings containing not less than One Hundred Thirty-Five Thousand (135,000), nor more than One Hundred Sixty-Five Thousand (165,000) square feet of Gross Building Floor Area (as hereinafter defined), together with parking, landscaping and related facilities. Buyer covenants to complete construction of all the improvements to be built on the Property, including, without limitation, buildings, landscaping, parking and related

89085863

facilities (the "Improvements"), so that the Improvements are ready for occupancy and use on or before December 31, 1990, except for tenant improvements to be constructed in up to fifty percent of the Gross Building Floor Area (as hereinafter defined) of the building.

As used in this Covenants Agreement, the term "Gross Building Floor Area" shall mean the sum total of all areas contained within the exterior walls of the building referred to, including each floor thereof, and further including, without limitation, stairways, elevator shafts, other shafts, mechanical rooms, vents and internal support facilities, but excluding mechanical or utility structures located on the roof and excluding storage areas on the roof to the extent that such storage areas are not considered by the City as building floor area for purposes of determining parking requirements, traffic generation, building density or other similar development limitations. The Review Committee (as hereinafter defined) shall determine the amount of Gross Building Floor Area contained in the buildings constructed on the Property and references in the Sales Agreement, Section 10.2, Covenant to Build, and references elsewhere in this Covenants Agreement to maximum density shall not be construed by Buyer as the density which will, in fact, be permitted by the Review Committee (as hereinafter defined).

Section 1.2. Standard of Construction. Buyer

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acknowledges that Seller intends to develop premium quality commercial and business offices and complementary buildings at Redwood Shores. Buyer covenants that the Improvements shall be aesthetically designed, using premium quality construction, building and landscaping materials; that the Improvements shall be compatible with other commercial developments at Redwood Shores; and that the Improvements shall be compatible with the Declaration of Covenants, Conditions, Restrictions and Charges for Commercial Development of the Shores Business Center Association, dated January 8, 1981, and recorded in the Official Records on February 6, 1981 as Document No. 12350-AS, as amended to date and as may be amended from time to time in the future (the "Declaration"), and with Seller's intended premium quality commercial and business office park known as the Shores Business Center, all as reasonably determined by Seller. Buyer further covenants to fully abide by the provisions of the Development Guidelines and Design Review Procedures (collectively, the "Guidelines") as promulgated by the Shores Business Center Association Architectural Review Committee (the "Review Committee"). Upon Construction of the Improvements in conformance with plans, specifications and other materials receiving the full five-stage design review approval of the Review Committee in accordance with Section 1.3, Development Plan Submittal and Approval Control, Seller shall, upon written request of Buyer, record in the Official

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Records a Memorandum of Satisfaction reciting that Buyer's obligations under this Section 1.2 and Section 1.1, Covenant to Build, have been satisfied (the "Memorandum of Satisfaction"). The Memorandum of Satisfaction shall also recite that Buyer shall continue to be bound by the Gross Building Floor Area limitations set forth in Section 1.1, Covenant to Build.

Section 1.3. Development Plan Submittal and Approval Control. Buyer shall submit to the Review Committee all plans, specifications and other materials as required under the provisions of the Sales Agreement, ARTICLE 12 - DESIGN REVIEW, and shall receive all approvals as required under the Sales Agreement, Section 12.2, Design Review and Approval, prior to the commencement of any grading or of any construction of any improvements on the Property. In addition, for so long as Seller's repurchase option remains exercisable pursuant to that certain Memorandum of Agreement and Option of even date herewith by and between Buyer and Seller and recorded in the official records of San Mateo County as Instrument No. 89085862, Buyer shall not resubdivide the Property without first obtaining Seller's written consent, which consent may be granted or denied at Seller's sole discretion. Any such consent of Seller shall not be construed or deemed to be an agreement by Seller to subordinate its repurchase option to Buyer's subdivision map.

Section 1.4. Signs and Graphics. Buyer shall not place or erect or cause or permit to be placed or erected any

89085863

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 Review Committee. 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 Review Committee, 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 Review Committee, or if not so removed within ten (10) days after Buyer's receipt of notice thereof, may be removed by the Review Committee or Seller at Buyer's expense.

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Section 1.5. 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, in the vicinity of, or leading to the Property from damage caused by Buyer or any of Buyer's employees, agents, representatives or contractors and shall keep pedestrian and road rights of way and drives reasonably clean and clear of equipment, building materials, dirt, debris and similar materials related to Buyer's development; 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) days after Buyer's receipt

of written notice thereof from Seller. Buyer further covenants that during the construction period Buyer shall comply with reasonable construction and safety requirements established by Seller and made known to Buyer in advance 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 from injury from the movement of vehicular traffic in connection with construction on the Property.

Buyer further covenants and agrees, at Buyer's sole cost and expense, to comply with any and all dust control requirements, ordinances and regulations imposed upon Buyer or the Property by the City of Redwood City (the "City"), the Redwood City General Improvement District No. 1-64 (the "District") or any other governmental authority.

Section 1.6. 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 subcontractors, materialmen and suppliers to cooperate with, all other parties involved in construction on, about or adjacent to the Property, including without limitation, Seller and the City. Buyer agrees to indemnify, defend and hold

89085863

Seller harmless from any and all labor and material liens arising from the course of inspection, investigation, testing, surveying, surcharging, construction, or improvement to or on the Property including, without limitation, any and all reasonable attorneys' fees incurred by Seller by reason thereof.

Section 1.7. Restrictions on Use. The Improvements to be constructed on the Property shall be used for commercial or business offices, which use specifically excludes any form of warehouse use, or for such other use or uses as Buyer and Seller mutually agree upon in writing. Seller acknowledges and agrees that a portion of the Improvements are to be used as a credit union branch office open to credit union members. In addition, Buyer covenants to refrain from constructing or operating a hotel on the Property for a period ending on January 22, 1991.

Section 1.8. Additional Landscaping. Buyer covenants to install and permanently maintain landscaping within the public right-of-way between the face of the curb and the Property line as and to the extent required by the Declaration and the Guidelines.

Section 1.9. Use of Seller's Trademarks and Logos. Buyer hereby acknowledges that Seller has a proprietary interest in and to the following names, initials and logos, whether or not the same are registered, and Buyer covenants not to use such names, initials or logos in any advertisements,

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promotional literature or otherwise for any purpose without the prior express written consent of Seller: "Mobil," "Mobil Corporation," "Mobil Land Development Corporation," "MLDC," and the logo for Redwood Shores, Inc. in the form attached to the Sales Agreement as Exhibit "H" and incorporated therein by reference.

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 any interest in a 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 hereof; provided, that if Seller reacquires ownership of the Property or any portion thereof, neither Seller nor its successors or

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assigns shall be bound by the covenants contained herein by reason of such ownership.

4. Attorneys' Fees. If any action is instituted between the parties in connection with 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.

THIS AGREEMENT FOR COVENANTS RUNNING WITH THE LAND IS EXECUTED as of the date first hereinabove written.

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REDWOOD SHORES, INC., a California corporation

By: Donald G. Warren
Donald G. Warren
President

By: Nancy Kalfayan Alberti
Nancy Kalfayan Alberti
Assistant Secretary

PROVIDENT CENTRAL CREDIT UNION, a California non-profit mutual benefit corporation

By: Ludelle Morrow
Ludelle Morrow
President

EXHIBIT 1

LEGAL DESCRIPTION

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

PARCEL B, as shown on that certain map entitled "PARCEL MAP NO. 85-8, CITY OF REDWOOD CITY, SAN MATEO COUNTY, CALIFORNIA", filed in the office of the County Recorder of San Mateo County, State of California, on July 30, 1985, in Volume 56 of Parcel Maps at page 15.

A.P.No.: 095-233-170

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EXHIBIT 2
SELLER'S LAND

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 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;

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PARCEL 1 (Continued):

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 a 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, 19.08 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 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;

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PARCEL 1 (Continued):

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 Northeast-erly boundary of Shorebird Subdivision No. 1, Southeast-erly 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 Southeast-erly 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 Southeast-erly 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 the Northwest-erly line of Marine World Parkway; thence South 56° 47' 47" East, 116.00 feet; thence South 33° 12' 13" West, 12.72 feet; thence Southwest-erly 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 Southeast-erly 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 Southeast-erly 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 Southeast-erly boundary of said Subdivision South 43° 19' 38" West, 213.09 feet to the beginning.

EXCEPTING THEREFROM all lands lying with the exterior boundaries of that certain map entitled "SANDPIPER SUBDIVISION UNIT NO. 1, CITY OF REDWOOD CITY, SAN MATEO COUNTY, CALIFORNIA", filed July 18, 1985 in Book 113 of Maps at pages 43, 44 and 45, Records of San Mateo County, State of California.

ALSO EXCEPTING THEREFROM all lands lying within the exterior boundaries of that certain map entitled "SANDPIPER SUBDIVISION UNIT NO. 2, CITY OF REDWOOD CITY, SAN MATEO COUNTY, STATE OF CALIFORNIA", filed July 29, 1987 in Book 116 of Maps at pages 69, 70 and 71, records of San Mateo County, State of California.

ALSO EXCEPTING THEREFROM the following described parcels:

(a) BEGINNING at a point in the general Northerly boundary line of that certain 115.155 acre parcel of land described as Parcel S-1 in the Deed from Mobil Oil Estates (Redwood) Limited, a California corporation, formerly Leslie Properties, Inc., to the State of California, recorded February 22, 1974 in Volume 6557 of Official Records at page 718, Records of San Mateo County, California, distant thereon North 57° West 100 feet from the intersection of the courses described therein as "S 57° 00' 00" E 430 feet" and "S 89° 15' 19" E 90 feet"; thence from said point of beginning, leaving said boundary line North 70° 05' 20" East 126.59 feet; thence North 29° 34' 07" East 116.40 feet; thence South 0° 44' 41" West 200.00 feet; thence North 89° 15' 19" West 90.00 feet; thence North 57° 00' 00" West 100 feet to the point of beginning.

PARCEL 1 (Continued):

(b) BEGINNING at a point in the general Northerly boundary line of that certain 115.155 acre parcel of land described as Parcel S-1 in the Deed from Mobil Oil Estates (Redwood) Limited, a California corporation, formerly Leslie Properties, Inc., to the State of California, recorded February 22, 1974 in Volume 6557 of Official Records at page 718, Records of San Mateo County, California, distant thereon North 0° 44' 41" East 100 feet from the intersection of the courses described therein as "S 0° 44' 41" W 150 feet" and "S 67° 30' 00" E 200 feet"; thence from said point of beginning, leaving said boundary line, South 71° 01' 53" East 398.45 feet; thence South 76° 20' 00" West 198.97 feet; thence North 67° 30' 00" West 200.00 feet; thence North 0° 44' 41" East 100.00 feet to the point of beginning.

PARCEL 2:

Lot 2 as shown on that certain map entitled "SANDPIPER SUBDIVISION UNIT NO. 1, CITY OF REDWOOD CITY, SAN MATEO COUNTY, STATE OF CALIFORNIA", filed July 18, 1985 in Book 113 of Maps at pages 43, 44 and 45 records of San Mateo county, State of California

89085863

PARCEL 3:

Lots 2, 3 and 4 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.

PARCEL 4:

Parcel 1 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 5:

Lot 2 as shown on that certain map entitled "SHORES 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 october 8, 1981 in Book 106 of Maps at pages 3, 4 and 5 in the office of the County Recorder of the County of San Mateo, State of California.

PARCEL 6:

Lots 2, 3, 4, 5, 6, 7 and A as shown on that certain map entitled "SHORES CENTER UNIT NO. 2, CITY OF REDWOOD CITY, SAN MATEO COUNTY, CALIFORNIA", filed October 15, 1984 in Book 112 of Maps at pages 20, 21 and 22 in the office of the County Recorder of the County of San Mateo, State of California.

PARCEL 7:

Lots 1, 2, 3, and A as shown on that certain map entitled "SHORES CENTER UNIT NO. 3, REDWOOD CITY, SAN MATEO COUNTY, CALIFORNIA", filed October 15, 1984 in Book 112 of Maps at pages 23, 24 and 25 in the office of the County Recorder of the County of San Mateo, State of California.

PARCEL 8:

Parcel B as shown on that certain map entitled "PARCEL MAP, 1401 SHOREWAY ROAD LYING WITH THE CITY OF BELMONT BEING A RESUBDIVISION OF PARCEL OF LAND RECORDED IN BOOK 6282 OF OFFICIAL RECORDS AT PAGE 629 AND A PORTION OF THE LAND RECORDED IN BOOK 4815 OF OFFICIAL RECORDS AT PAGE 141 SAN MATEO COUNTY RECORDS, CITY OF BELMONT SAN MATEO COUNTY, CALIFORNIA", filed in the office of the County Recorder of San Mateo County, State of California, on July 28, 1981 in Volume 51 of Parcel Maps at page 49.

89085863

PARCEL 9:

Parcels A and B as shown on that certain map entitled "PARCEL MAP NO. 85-8, CITY OF REDWOOD CITY, SAN MATEO COUNTY, CALIFORNIA", filed in the office of the County Recorder of San Mateo County, State of California on July 30, 1985 in Volume 56 of Parcel Maps at page 15.

PARCEL 10:

Parcel C and Lot C as shown on that certain map entitled "PARCEL MAP NO. 84-10, 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 31, 1984 in Volume 55 of Parcel Maps at pages 55, 56 and 57.

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.

PARCEL 13:

Parcel 3 as shown on that certain map entitled "PARCEL MAP OF MARINE WORLD" filed in the office of the County Recorder of San Mateo County, State of California on August 30, 1967 in Volume 3 of Parcel Maps at page 37.

PARCEL 14:

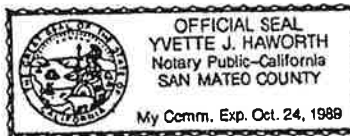
Lots 1, 2, 3, 4, 5, 6, 7 and 8 as shown on that certain map entitled "SANDPIPER SUBDIVISION UNIT NO. 2, CITY OF REDWOOD CITY, SAN MATEO COUNTY, STATE OF CALIFORNIA", filed July 29, 1987 in Book 116 of Maps at pages 69, 70 and 71, records of San Mateo County, State of California.

89085863

ACKNOWLEDGMENTS

STATE OF CALIFORNIA)
)
COUNTY OF SAN MATEO)

ss.



On this the 29th day of June, 1989, before me, the undersigned, a Notary Public, personally appeared DONALD G. WARREN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the President of REDWOOD SHORES, INC., the corporation that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.

[Seal]

Yvette J. Haworth
Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF SAN MATEO)

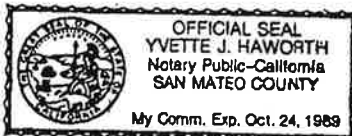
ss.

On this the 29th day of June, 1989, before me, the undersigned, a Notary Public, personally appeared NANCY KALFAYAN ALBERTI, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Assistant Secretary of REDWOOD SHORES, INC., the corporation that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.

[Seal]

Yvette J. Haworth
Notary Public



2144m/062789

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ACKNOWLEDGMENT

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

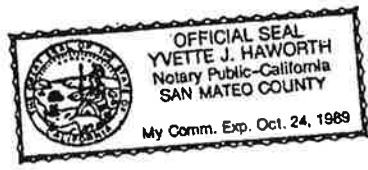
On this the 29th day of June, 1989, before me, the undersigned, a Notary Public, personally appeared LUDELLE MORROW, personally known to me (or proved to me on the basis of satisfactory evidence) to be the President of PROVIDENT CENTRAL CREDIT UNION, the corporation that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.

[Seal]

Yvette J. Haworth

Notary Public



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