

15(b)



OFFICIAL RECORDS OF SAN MATEO COUNTY
ASSESSOR-COUNTY CLERK-RECORDER
WARREN BLOCUM

Recorded at Request of
CHICAGO TITLE INSURANCE COMPANY

98-057105 04/20/99 02:34

Recording Fee: 14 PFALLS

RECORDING REQUESTED BY:
CHICAGO TITLE COMPANY

WHEN RECORDED MAIL TO:

Bay West Cove, LLC
600 Townsend Street
San Francisco, California 94103

Escrow # 19495 NC

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TITLE(S)

HP

DEED COVENANT

98-057105

DEED COVENANT

BY ACCEPTANCE OF ITS DEED RECORDED February 3, 1998, Series 98-013814 Official Records San Mateo County, Grantee acknowledges its purchase of the Property conveyed thereunder in its "AS IS" "WHERE IS" condition "WITH ALL FAULTS" including all conditions referenced in that certain Environmental Covenant and Restriction (Covenant) heretofore recorded February 3, 1998, Series 98-013813 Official Records San Mateo County. The authority to enforce the provisions of the Covenant is reposed in the Regional Water Quality Control Board (RWQCB). Unless expressly represented or warranted by Grantor, Grantee waives any right to object further to any matters affecting or pertaining to the Property.

BAY WEST COVE, L.L.C.
(Grantor)

By: [Signature]
Name: THOMAS C. CONNOR
Title: MEMBER BLACK CANYON, LLC
Date: 4-19-98

AUTONATION USA CORPORATION
(Grantee)

By: [Signature] *DB*
Name: ROBERT F. SWOCS
Title: SR VP
Date: 3/13/98

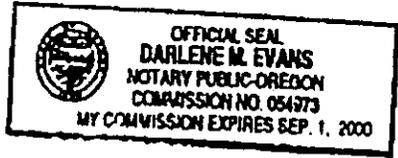
98-057105

STATE OF OREGON)
) SS
COUNTY OF LANE)

Personally appeared the above-named Thomas C. Connor, who being first duly sworn did say that he is a Member of Black Canyon LLC, a California limited liability company, and that this instrument was signed on behalf of Black Canyon LLC by authority of its members; and each of them acknowledged the foregoing instrument to be its voluntary act and deed.

Before me: 4/10/98

[Signature]
Notary Public for Oregon

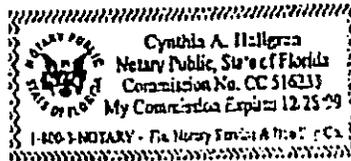


STATE OF FLORIDA)
) SS
COUNTY OF Broward)

Personally appeared the above-named Robert F. Duors, who being first duly sworn did say that he is the SR. VP. of AutoNation USA Corporation, a Florida corporation, and that this Instrument was signed on behalf of said corporation by authority of its Board of Directors; and each of them acknowledged the foregoing instrument to be its voluntary act and deed.

Before me:

Cynthia A. Hollgren
Notary Public for Florida



98-057105

ILLEGIBLE NOTARY SEAL DECLARATION
(GOVERNMENT CODE 27361.7)

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON
THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS
FOLLOWS:

NAME OF NOTARY: CYNTHIA A HALLGREN

DATE COMMISSION EXPIRES: 12/28/99

STATE Florida

COUNTY Broward

PLACE OF EXECUTION OF THIS DECLARATION: Redwood City

DATE: 4-20-98

SIGNATURE: 

AGENT FOR: CA/RWC

98-057105

**COVENANT AND ENVIRONMENTAL
RESTRICTION**

This Declaration and Covenant affecting the use of real property is made as of the 26th day of January, 1998 by Bay West Cove LLC, a California Limited Liability Company ("Covenantor"), which is the owner of certain real property situated in the City of South San Francisco, County of San Mateo, State of California, as more fully described in paragraph 1.11 of this Covenant (the "Property") for the benefit of the Covenantor, its Successors and Assigns, Owners, Former Owners and the State of California by and through the Regional Water Quality Control Board ("RWQCB) with reference to the following facts:

RECITALS:

A. The Property is a former site of a steel mill and fabrication plant on which industrial waste (principally insoluble compounds of lead and petroleum hydrocarbons) has impacted surface levels of soils on portions of the Property. In some instances the impacted soils have been determined to constitute hazardous material as defined herein. The site investigation prior to the implementation of approved remediation activities on the Property has revealed that the onshore contamination is principally located in the top one to four feet of surface soils and no appreciable impact has been detected to subsurface ground water. Certain crushed concrete material has been placed on a portion of the Property as depicted on Exhibit "B". Prior to its placement the material has been analyzed using the Total Characteristic Leachate Procedure. Based on the results of the analysis RWQCB staff has concluded that priority metals, total PCB's and total PNA's detected in the crushed concrete do not exhibit hazardous waste characteristics and that the material does not pose a long term threat to the underlying

E. In addition to the Property described in section 1.11 hereof, Covenantor is the owner of approximately 120 acres of adjoining property ("Offshore Property") located entirely within the San Francisco Bay. Such offshore property is the subject of RWQCB Order No. 96-102, and such property is the subject of a separate declaration and covenant between RWQCB and Covenantor. The Property described herein (Section 1.11) is not intended to be affected by the offshore covenant, and the Offshore Property is not intended to be affected by this Covenant. Notwithstanding the foregoing any Owner who constructs, reconstructs or replaces the primary storm drain outfall system in the area as depicted on Exhibit "B", shall do so with care, so that the disruption of offshore sedimentation is reasonably minimized.

F. Prior to the recordation of this covenant, Covenantor has caused the Property to be legally subdivided. Eight parcels of land described on Exhibit "A" were created as a result of the subdivision. The Property legally described on Exhibit "A" was comprised of approximately 46 acres (former industrial use) and approximately 5.5 acres acquired by Covenantor from the City of South San Francisco.

ARTICLE I

DEFINITIONS

1.1 RWQCB. "RWQCB" shall mean the Regional Water Quality Control Board and shall include its successor agencies, if any.

1.2 Improvements. "Improvements" shall mean all buildings, roads, driveways, regrading, landscaping, and paved parking areas, constructed or placed upon any portion of the Property but shall not include any building interior improvements.

1.3 Occupant. "Occupant" shall mean holders of a leasehold interest in all or any

portion of land comprising the Property, which entitles the interest holder to the exclusive right to occupy all or any portion of the Property in the form of a ground lease or a space lease or any other lease for occupancy of the ground level of all or any portion of the Property, provided, however, "Occupant" shall not include a holder of a security interest in the Property, or a building tenant whose leasehold interest does not include the right or obligation to construct or alter any Improvement on the Property or to engage in Earth Movement or Excavation on the Property, or any tenant whose space lease does not involve occupancy on the ground level of any portion of the Property.

1.4 Owner. "Owner" shall mean the Covenantor or its successors in interest, including heirs, and assigns, who hold fee title to all or any portion of the Property.

1.5 Clean Soil Cap. Clean Soil Cap shall mean soil imported to the Property pursuant to confirmation testing procedures approved by RWQCB, and placed over the surface area of the Property in accord with the requirements of RWQCB as outlined in Section 3.1.1 hereof.

1.6 Excavation. "Excavation" shall mean the excavation of earth from areas beneath the Clean Soil Cap as reflected in Exhibit "B"

1.7 Earth Movement "Earth Movement" shall mean the movement of earth extracted from below the level of the Clean Soil Cap from any one location on the Property to any other location.

1.8 Former Owner. "Former Owner" shall mean any person or entity who held fee title to all or any portion of the property at any time prior to January 1, 1997.

1.9 Excess Material. "Excess Material" shall mean any soil from Earth

Movement or Excavation which cannot be used as fill material on the Property.

1.10 Hazardous Material. A material shall be deemed "Hazardous Material" if it would be classified as "hazardous" pursuant to the criteria set forth in Section 25260 of the California Health and Safety Code.

1.11 Property. The Property consists of land totaling approximately 51.5 acres which is more particularly described on Exhibit "A" attached hereto and fully incorporated by this reference, but shall not include any buildings now existing or to be constructed on the land.

1.12 Parcel or Lot: Parcel or Lot shall mean a parcel or lot created as a part of a legal subdivision of the Property which is the subject of this Declaration and Covenant.

1.13 Shoreline Protective Zone. Shoreline protective Zone means any area within the Property which is located within 100 feet of the mean high tide line of the San Francisco Bay (elev. + 3.1).

ARTICLE II

EFFECT OF COVENANT

2.1 Restrictions to Run with the Land. This Covenant sets forth, for the mutual benefit of the Property, the Owners and Occupants thereof, the Former Owners, the People of the State of California, by and through RWQCB, protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), upon and subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and all of the restrictions shall run with the land, shall inure to the benefit of, and pass with each and every portion of, the Property, and shall apply to and bind the respective successors in interest hereof. Each and all of the

Restrictions are imposed upon the entire Property pursuant to Water Code sections 13304 and 13267. Each and all of the Restrictions shall run with the land pursuant to Civil Code Section 1471. Each and all of the Restrictions are enforceable by RWQCB.

2.2 Concurrence of Owners Presumed All Owners and Occupants of all or any portion of the Property shall be deemed by their purchase, lease, or possession of such Property, to have knowledge of, and be in accord with, the foregoing and to agree for and among themselves, and the agents and employees, of such Owners, Occupants, that the Restrictions as herein set forth must be adhered to for the benefit of Covenantor, Former Owners and future Owners and Occupants and that their interest in the Property shall be subject to the Restrictions contained herein.

2.3 Incorporation Into Deeds and Leases. The Restrictions contained herein, including, but not limited to, the provisions regarding RWQCB's authority to enforce the Covenant, shall be incorporated by reference in each and every deed and lease of all or any portion of the Property, with the exception that this paragraph 2.3 shall not be interpreted to require the Restrictions to be incorporated by reference in any lease in which the tenant, under the terms of the lease would not be deemed an Occupant of the Property.

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ARTICLE III

DEVELOPMENT, USE AND CONVEYANCE OF THE PROPERTY

3.1 Restrictions on Use. Covenantor promises to restrict the use of the Property as follows:

3.1.1 The Owner shall maintain a combination of paving, vegetated clean soil, or a building pad totaling a minimum of two feet in depth, as a cap over any soil located on the

Property which contains heavy metals or petroleum hydrocarbons at concentrations sufficient for the soil to be deemed Hazardous Material as of the date of adoption of the clean-up requirements for the Property.

3.1.2 In the event any Earth Movement or Excavation is proposed to occur upon the Property, or any portion thereof, the Owner and Occupant of said Property shall:

- A. Notify RWQCB of such proposed Earth Movement or Excavation thirty (30) days prior to the beginning of such Earth Movement or Excavation;
- B. Direct any contractors or subcontractor engaged in such Earth Movement or Excavation activities to comply with applicable requirements of this Covenant and the lawful directives of RWQCB.
- C. Utilize reasonable procedures to control dust during any period of Earth Movement or Excavation;
- D. Comply with the requirements of this Subparagraph D with respect to soils that are Hazardous Materials or designated wastes and are stockpiled on the Property temporarily during periods of construction. Soils that are Hazardous Materials may be stockpiled on the Property temporarily during periods of construction provided that: (i) any such stockpiled soils are protected from wind, rain, storm water run-on and run-off, and any other condition which may cause the dispersal of any such stockpiled soils; and (ii) any such stockpiled soils are used on the Property in accordance with Paragraph 3.1.1 hereof, maintained or re-placed on the Parcel or Lot where the Excavation occurred or Earth Movement occurred in accordance with the restrictions set forth in Paragraph 3 of hereof, or transported off the Property for disposal pursuant to Subparagraph E (ii) of this Paragraph 3.1.2, within 90 days after

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completion of landscaping at the construction site or within 90 days after cessation of construction and landscaping work whether or not such construction and landscaping is completed. If any soils that are Hazardous Materials are moved from the area of their placement on the Property to any other Parcel or Lot, then such soils shall be placed on such Parcel or Lot, graded and covered with a minimum of two feet of clean soil cap. The ultimate disposition or replacement of Hazardous Materials shall not be permitted anywhere within the Shoreline Protective Zone.

E. Determine, by appropriate testing, whether any Excess Material is Hazardous Material and if such Excess Material is Hazardous material, then: (i) relocate any such Excess Material on a Lot or Parcel in accordance with Paragraph 3 of the Declaration or (ii) dispose of any such Excess Material in accordance with applicable law, including Title 22, California Code of Regulations, Section 66001, et seq. No Hazardous Materials excavated from the Property may be relocated beyond the boundaries of the Property except as provided in subparagraph D or subparagraph E of this Paragraph 3.1.2.

3.1.3 The Property, and any portion thereof, may be used for commercial, industrial, retail, auto sales, hotel, office and research and development purposes. The property shall not be used for residential purposes, hospitals for humans, schools for persons under 21 years of age, or any permanently occupied human habitation without the prior written approval of RWQCB. No Owner or Occupant of the Property or any portion thereof shall drill, bore, excavate or otherwise construct a well for the purpose of extracting water for domestic and potable uses without the prior written approval of RWQCB. This Covenant is not intended to restrict use of the Property except as specifically set forth in this Paragraph 3.1.3; provided, however the

requirements of Section 3.1.1 hereof shall be followed without regard to the particular use made of the Property.

3.2 Conveyance of Property. Within thirty (30) days after the closing of any sale, lease, or other conveyance of all or any portion of the Property, the former Owner (in the case of a sale) or Occupant (in the case of a lease) and the then current Owner or Occupant of the Property, or part thereof, conveyed shall provide written notice to RWQCB of the name and address of the Purchaser or Lessee of the Property, or part hereof, conveyed. RWQCB shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect any sale, lease, or other conveyance of the Property except as otherwise provided by law or as expressly provided by this Covenant.

3.3 Enforcement.

3.3.1 Failure of any Owner or Occupant to comply with any of the requirements set forth in Paragraph 3.1.3 above, shall be grounds for RWQCB, by reason of the Covenant, to require the Owner or Occupant to discontinue the offending use of the Property in violation of Paragraph 3.1.3. Failure to observe the Restrictions set forth in Paragraph 3.1 shall be grounds for RWQCB to pursue any remedy provided by law to enforce the provisions of Paragraph 3.1. Any costs reasonably and necessarily incurred by RWQCB to enforce the provisions of Paragraph 3.1 shall be recoverable from the Owner or the Occupant of the Property determined in the final disposition of the enforcement action to have failed to observe the Restrictions.

3.3.2 For purposes of Health and Safety Code Section 25358.9, the remedial action was approved by the RWQCB and the RWQCB determined that the remedial action complied with all laws, rules, regulations, standards, and requirements, criteria or limitations applicable to the

construction, operation and closure of the type of facility at the Property.

3.3.3 Neither Covenantor, Owners or Former Owners shall have any obligation to enforce or to police the observance of the Restrictions set forth herein by other Owners of the Property or any portion thereof. This Covenant shall not create any private right of action against Covenantor, its successors or Former Owners, or any other Owner or Occupant of the Property or any portion thereof.

3.3.4 Within thirty (30) days after receipt of a written request from any Owner or Occupant of the Property or any portion thereof, RWQCB shall provide to such Owner or Occupant a written statement, substantially in the form attached hereto as Exhibit C, indicating whether to RWQCB's knowledge such Owner or Occupant is operating in compliance with the provisions of this Covenant, and such confirmation shall be conclusive as of the date prepared. If any Owner or Occupant fails to receive such confirmation within said 30 day period, any interested party may conclusively presume at that time that RWQCB has no knowledge of any failure of Owner or Occupant to comply with the Restrictions imposed by this Covenant. This shall not preclude RWQCB from determining at a subsequent time that there has been a failure to comply with such Restrictions.

ARTICLE IV

VARIANCE TERMINATION AND AMENDMENT

4.1 Variance. ~~Any Owner,~~ or with the Owner's written consent, which shall not be unreasonably withheld, any Occupant, of the Property or any portion thereof, ~~may apply to~~ RWQCB for a written variance from the provisions of this Covenant.*

4.2 Termination. Any Owner, or with the Owner's written consent, which shall not

be unreasonably withheld, any Occupant, of the Property or any portion thereof, may apply to RWQCB for a termination of the Covenant as it applies to all or any portion of the Property owned or occupied by the applicant.

4.3 Amendment. This Covenant may be amended from time to time in a writing signed by the authorized representative of RWQCB, or his or her designee, and all of the then Owners of the Property, or any portion thereof which remains subject to the Covenant. Any such amendment shall be effective only upon the date any such amendment is filed for recording in the official records of the County of San Mateo, State of California. Unless this covenant is terminated in accord with Section 4.2 hereof (as it applies to all or any portion of the Property) no variance or amendment hereto shall alter the provisions set forth in or in Sections 1.1 - 1.13, Article II or Article III hereof.

4.4 Term. Unless terminated in accordance with paragraph 4.2 above, by law or otherwise, this Covenant shall continue in effect in perpetuity.

4.5 RWQCB Costs. Any applicant seeking a variance or termination of this covenant shall pay the RWQCB all reasonable costs incurred by the RWQCB in processing the application.

ARTICLE V

MISCELLANEOUS

5.1 No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property or any portion thereof to the general public or for any purposes whatsoever.

5.2 Notices. Whenever any person shall desire to give or serve any notice, demand,

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or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective (i) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served or official of a government agency being served, or (ii) three (3) business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested. Any party may change its address by notice to the other party in the manner set forth above. The following addresses shall be effective as of the date of this Covenant.

Covenantor: Bay West Cove, L. L. C.
600 Townsend Street
San Francisco, California 94103

COPY TO: George A. Morris
Morris & O'Kief
Attorneys at Law
400 Country Club Rd., #350
Eugene, OR 97401

RWQCB: Attention: Executive Officer
2101 Webster Street, Suite 500
Oakland, CA. 94612

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5.3 Partial Invalidity. If any provision of the Covenant is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.

5.4 Article Headings. Headings at the beginning of each article of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.

5.5 Recordation. This instrument shall be executed by all Owners of the Property and by the authorized representative of RWQCB or his or her designee. This instrument shall be

filed by the Covenantor for recording in the Official Records of the County of San Mateo, State of California within ten (10) days after the date Covenantor receives the instrument executed by RWQCB. Covenantor shall provide RWQCB a copy of the Covenant marked as received for recording by the County of San Mateo. Upon receipt of the Covenant marked as recorded, Covenantor shall provide a copy of such document to RWQCB.

5.6 Effective Date. This Covenant shall be effective upon such date that the Covenant is fully executed by Covenantor and RWQCB.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

REGIONAL WATER QUALITY CONTROL BOARD

Loretta K. Barsamian
By: Loretta K. Barsamian
Title: Executive Officer

BAY WEST COVE, L.L.C.

Thomas C. Connor
By: Thomas C. Connor
Title: MEMBER, BAY WEST COVE, LLC

98-015815

State of California)
County of Alameda ss.

Personally appeared the above-named Loretta K. Barsamian, who being first duly sworn did say that she is the Executive Officer of the Regional Water Quality Control Board and that this instrument was signed on behalf of said Board.

Before me:

Michael Ann Ferreira
Notary Public for California
My Commission expires: May 15, 2000

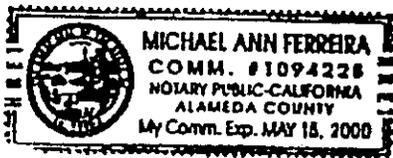


EXHIBIT A

98-013313

Doc No: 175495

EXHIBIT A

Parcels 1-8 of Bay West Cove Final Subdivision
Map entitled "Parcel Map 97-027" as platted and
recorded at:

Series 98008274, Volume 70 of Parcel
Maps, Pages 33-40 of the Official Records
of San Mateo County.

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EXHIBIT C

Date _____

Dear _____:

This is to notify [Property Owner/Occupant] in response to a request dated _____ made pursuant to that certain Declaration and Covenant affecting Use of Property dated _____ (the "Covenant") and recorded _____, 19____, in the Official Records of San Mateo County, State of California, at Page ____ of Book ____, that the Regional Water Quality Control Board has no knowledge of any failure of [Property Owner/Occupant] to comply with the Restrictions imposed by the Covenant. [or RWQCB has knowledge of the following facts: _____.] In review of its official records and has made no other inquiries and has made no inspection of the property owned by [Property Owner/Occupant].

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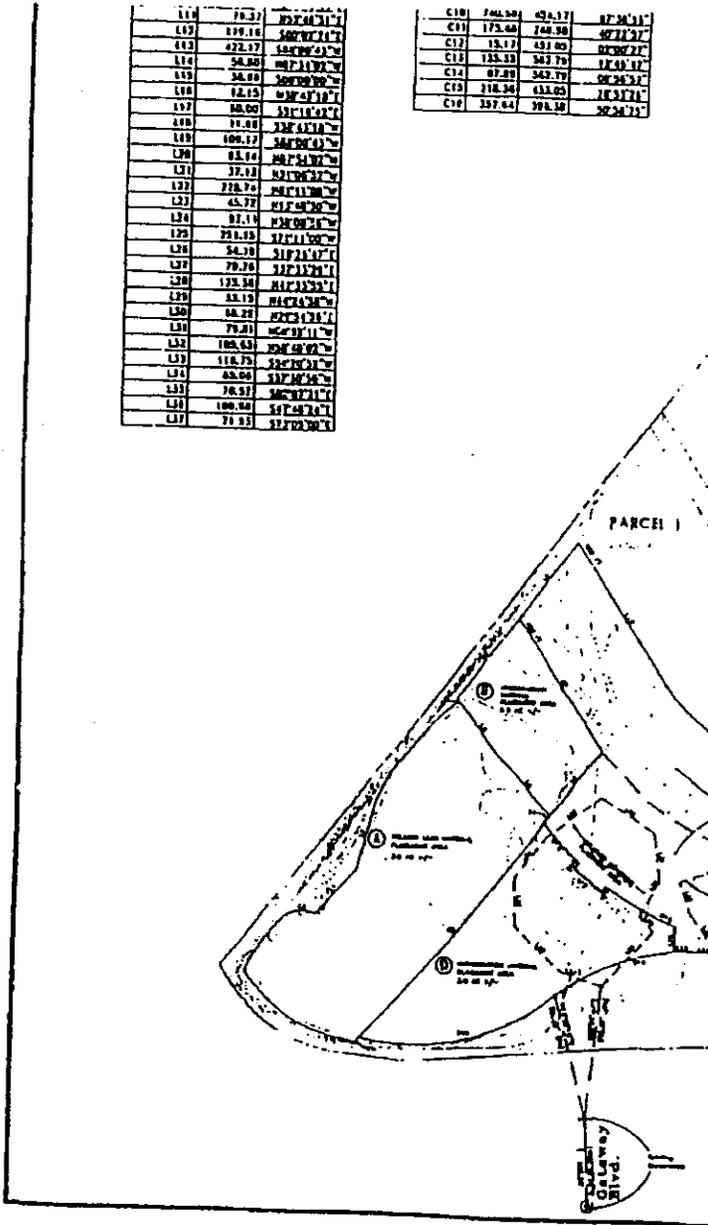
REGIONAL WATER QUALITY CONTROL BOARD

By _____

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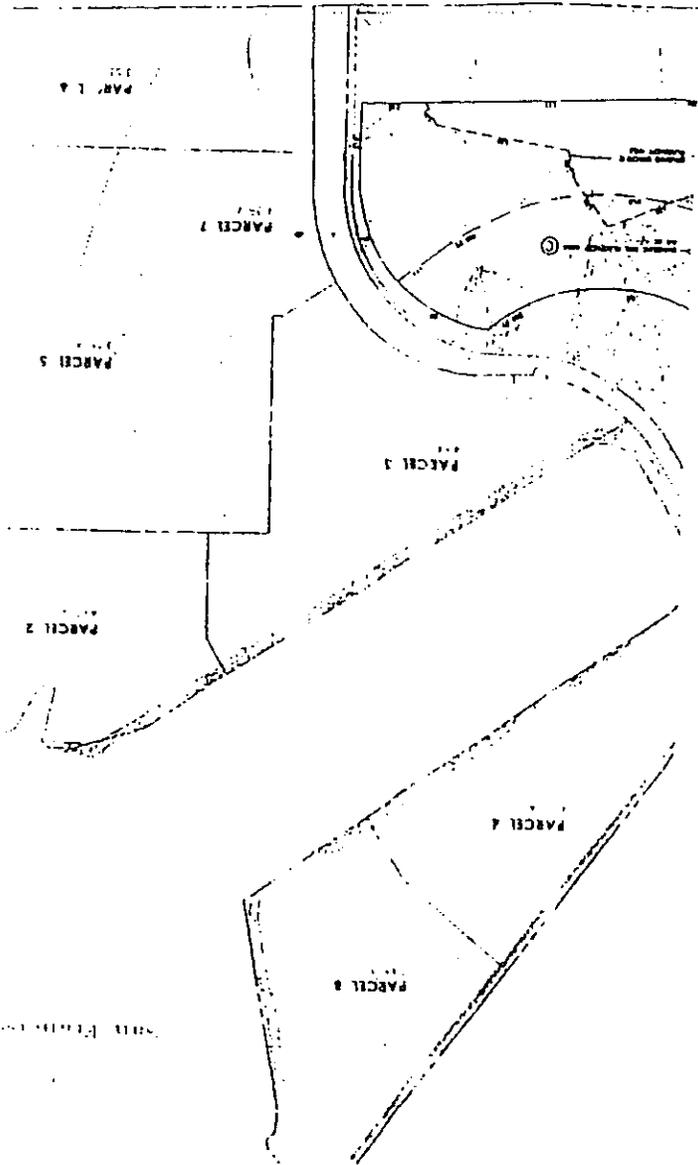
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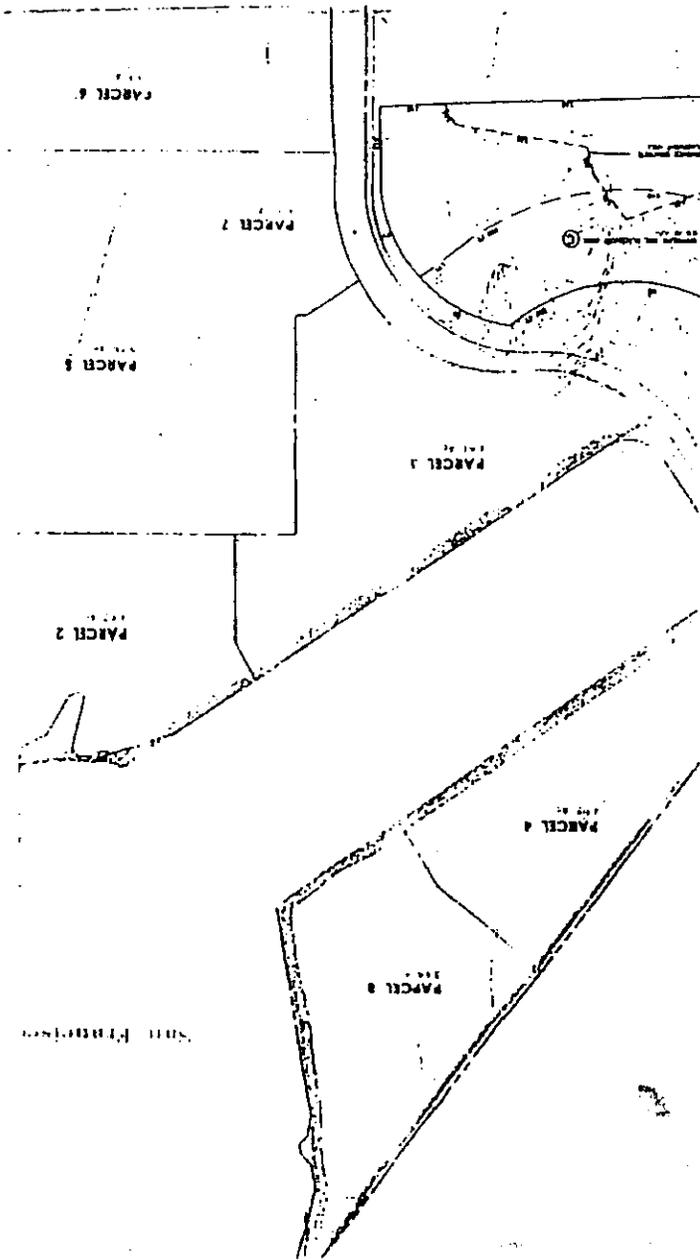
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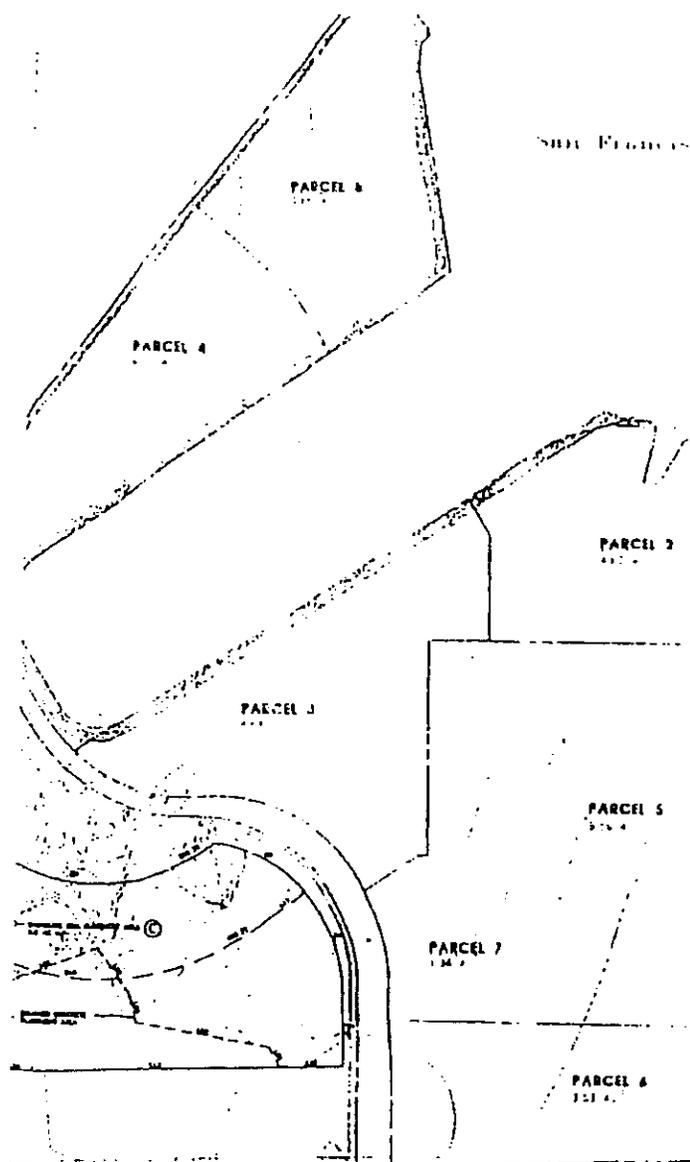
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04/01/80	118.77	118.77
04/02/80	118.78	118.78
04/03/80	118.79	118.79
04/04/80	118.80	118.80
04/05/80	118.81	118.81
04/06/80	118.82	118.82
04/07/80	118.83	118.83
04/08/80	118.84	118.84
04/09/80	118.85	118.85
04/10/80	118.86	118.86
04/11/80	118.87	118.87
04/12/80	118.88	118.88
05/01/80	118.89	118.89
05/02/80	118.90	118.90
05/03/80	118.91	118.91
05/04/80	118.92	118.92
05/05/80	118.93	118.93
05/06/80	118.94	118.94
05/07/80	118.95	118.95
05/08/80	118.96	118.96
05/09/80	118.97	118.97
05/10/80	118.98	118.98
05/11/80	118.99	118.99
05/12/80	119.00	119.00



98-015813

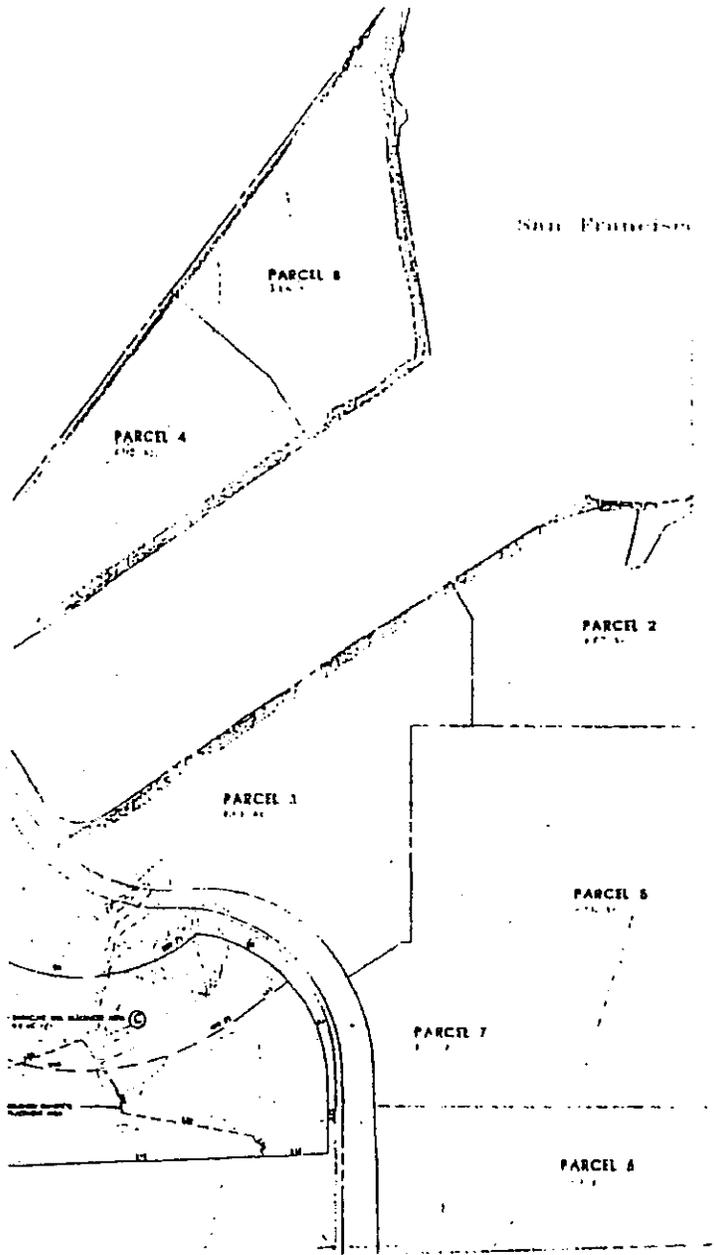
98-013815





98-013813

SAN FRANCISCO



98-015813

98-015813

	NOV	MAR	MAR	MAR
A	2	8	2	1
B	1	3	3	1
C	1	8	1	5
D	2	5	1	4

WELL BOLL

1) THE INFORMATION SHOWN IN THIS TABLE IS BASED UPON
DESIGN RECORDS AND SURVEY RECORDS MAINTAINED BY
THE U.S. FOREST SERVICE AND FIELD FORCE MAINTAINED BY
AMERICAN WEST AND TRENDS & ACRES

NO. OF BEARINGS

THE BEARING OF 102735378
BASED ON THE CENTER OF CANYON BLVD AS SHOWN ON THE CENTER
LINE AND CENTER LINE FOR THE RECORD ON OCTOBER 14, 1942
IN EACH SET OF MAPS AT PAGE(S) 27-30, SAN MATEO COUNTY
RECORDS AND IS SHOWN HEREON, WAS TAKEN AS THE BASIS FOR ALL
BEARINGS SHOWN HEREON

LEGEND

BOUNDARY - HOLLOW LINE

BOUNDARY - TOP OF RECORDED MATERIAL

EXHIBIT B

1/26/88

MATERIAL PLACEMENT THICKNESS

JMS	THICKNESS OF RECONSTRUCTED MATERIAL (M)		THICKNESS OF CLEAR COVER (M)	
	MIN	MAX	MIN	MAX
①	2	4	2	4
②	2	3	2	4
③	1	4	2	3
④	2	3	2	4

PATCEL 1

98-017813