

MAY 20 2003

ording Requested By:
cece Bader
k, Herrington & Sutcliffe LLP
Marsh Road
o Park, California 94025

Recorded, Mail To:
ta Barsamian, Executive Officer
ornia Regional Water Quality Control Board
Francisco Bay Region
Webster Street, Suite 500
and, California 94612



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

Recorded at Request of
FIRST AMERICAN TITLE COMPANY

98-075489 05/20/98 08:00

Recording Fee: 65 \$SHELLING

THIS SPACE FOR RECORDER'S USE ONLY

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98-075489

COVENANT OF DEED RESTRICTION

COVENANT OF DEED RESTRICTION

Recording Requested By:

W. Reece Bader
Orrick, Herrington & Sutcliffe LLP
1020 Marsh Road
Menlo Park, California 94025

When Recorded, Mail To:

Loretta Barsamian, Executive Officer
California Regional Water Quality Control Board
San Francisco Bay Region
2101 Webster Street, Suite 500
Oakland, California 94612

with a copy to:

Michael R. Burwell
Redwood Mortgage Investors
650 El Camino Real, Suite G
Redwood City, California 94063

and

W. Reece Bader
Orrick, Herrington & Sutcliffe
1020 Marsh Road
Menlo Park, California 94025

COVENANT AND ENVIRONMENTAL RESTRICTION ON PROPERTY

REDWOOD MORTGAGE INVESTORS V, VI and VII
1200 Weeks Street
(APNs 063-71-390, 063-71-400 AND 063-71-450)

This Covenant and Agreement to Restrict Use of Property (this "Covenant") is made as of the 6th day of May, 1998 by Redwood Mortgage Investors V, VI and VII, ("Covenantors") who are the Owners of record of that certain property situated in the City of East Palo Alto, County of San Mateo, State of California, which is described in Exhibit A attached hereto and

incorporated herein by this reference (such portion hereinafter referred to as the "Burdened Property"), for the benefit of that certain property situated in the City of East Palo Alto, County of San Mateo, State of California, which is described in Exhibit B attached hereto and incorporated herein by this reference (such portion hereinafter referred to as the "Benefited Property") with reference to the following facts:

A. Description of Facts.

A.1. Contamination of the Burdened Property. Soil and groundwater at portions of the Burdened Property are contaminated by herbicide formulation operations conducted by prior owners of the Benefited Property. These operations resulted in contamination of soil with chemicals including but not limited to arsenic, lead, cadmium, mercury, and selenium, which migrated to the soil at the Burdened Property, and contaminated groundwater at the Burdened Property. These chemicals constitute hazardous materials as that term is defined in Health & Safety Code Section 25260. Rhône-Poulenc Inc. is responsible for remediation of soils and groundwater at the Burdened Property in accordance with the applicable requirements of the California Regional Water Quality Control Board ("Board") and the U.S. Environmental Protection Agency ("USEPA"), for properties that will be used for industrial and commercial purposes.

In addition, surface soils at portions of the Burdened Property may be contaminated by organochlorine pesticides including chlordane, DDT, DDE, DDD, toxaphene, Beta-BHC, heptachlor and its epoxides, and dieldrin, from greenhouse operations and agricultural use by prior owners of the Burdened Property. These constitute hazardous materials as that term is defined in Health & Safety Code Section 25260. Soils at the Burdened Property containing such chemicals will be remediated in accordance with the applicable requirements of the Board for properties that will be used for industrial or commercial purposes.

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A.2. Purpose of Restrictions. The purpose of the restrictions on the use of the Burdened Property contained in this Covenant is, in conjunction with the remediation of the Burdened Property, to reduce or eliminate any significant risks to human health, the environment and beneficial uses of waters of the State associated with exposure to the contaminants that have been detected at the Burdened Property, and to benefit the Benefited Property.

B. Full and voluntary disclosure to the Board of the presence of hazardous materials on the Burdened Property has been made and sampling of the Burdened Property has been conducted.

ARTICLE I
GENERAL PROVISIONS

1.1 Provisions to Run with the Land. This Covenant sets forth protective provisions, covenants, conditions and restrictions (collectively referred to as "Restrictions") upon and subject to which the Burdened Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. The Board has determined that the restrictions set forth in Article III are reasonably necessary to protect present and future human health and safety or the environment as a result of the presence on the land of hazardous materials. Each and all of the Restrictions shall run with the land, and pass with each and every portion of the Burdened Property, and shall apply to, inure to the benefit of, and bind the respective successors in interest thereof, for the benefit of the Benefited Property, and the successors in interest thereof. Each and all of the Restrictions are imposed upon the entire Burdened Property unless expressly stated as applicable to a specific portion of the Burdened Property. Each and all of the Restrictions are imposed pursuant to Civil Code Section 1468, and pursuant to the remedial authority established by Health and Safety Code Section 25356.1 and Water Code Sections 13304 and 13267. Each and all of the Restrictions run with the land pursuant to Section 1471 of the Civil Code. Each and all of the Restrictions are enforceable by the Board.

1.2 Concurrence of Owners Presumed. All purchasers, lessees, or possessors of any portion of the Burdened Property shall be deemed by their purchase, leasing, or possession of such Burdened Property, to be in accord with the foregoing and to agree for and among themselves, their heirs, successors, and assignees, and the agents, employees, and lessees of such owners, heirs, successors, and assignees, that the Restrictions as herein established must be adhered to for the benefit of the Benefited Property and the owners and successive owners thereof, and the future Owners and Occupants of the Burdened Property and that the interest of the future Owners and Occupants of the Burdened Property shall be subject to the Restrictions contained herein.

1.3 Incorporation into Deeds and Leases. Covenantors desire and covenant that the Restrictions set out herein shall be incorporated in and attached to each and all deeds and leases of any portion of the Burdened Property. Recordation of this Covenant shall be deemed binding on all successors, assigns, and lessees, regardless of whether a copy of this Covenant and Agreement has been attached to any given deed or lease.

ARTICLE II DEFINITIONS

2.1 Board. "Board" shall mean the California Regional Water Quality Control Board for the San Francisco Bay Region and shall include its successor agencies, if any.

2.2 Improvements. "Improvements" shall mean all buildings, roads, driveways, regradings, and paved parking areas, constructed or placed upon any portion of the Burdened Property.

2.3 Occupants. "Occupants" shall mean Owners and those persons entitled by ownership, leasehold, or other legal relationship to the exclusive right to occupy any portion of the Burdened Property.

2.4 Owner or Owners. "Owner" or "Owners" shall mean the Covenantors and/or its successors in interest, who hold title to all or any portion of the Burdened Property.

ARTICLE III

DEVELOPMENT, USE AND CONVEYANCE OF THE BURDENED PROPERTY

3.1 Restrictions on Development and Use. Covenantors promise to restrict the use of the Burdened Property as follows:

- a. No residence for human habitation shall be permitted on the Burdened Property;
- b. No hospitals shall be permitted on the Burdened Property;
- c. No schools for person under 21 years of age shall be permitted on the Burdened Property;
- d. No day care centers for children or day car centers for Senior Citizens shall be permitted on the Burdened Property;
- e. The Burdened Property shall be posted with a bilingual sign in English and Spanish warning against undertaking of any excavation activities on the Burdened Property, and that the Owner and the Board should be contacted for further information;
- f. Any contaminated soils brought to the surface by Covenantors or their agents by grading, excavation, trenching, or backfilling shall be managed in accordance with all applicable provisions of state and federal law;
- g. All uses and development of the Burdened Property shall be consistent with the approved remediation activities at the Burdened Property, and shall preserve or, after drilling or excavation authorized in accordance with this Article, restore, the integrity of any cap, any remedial measures taken or remedial equipment installed, and any groundwater monitoring system to be installed on the Burdened Property pursuant to the requirements of the Board, unless otherwise expressly permitted in writing by the Board. Notwithstanding any other provision of this Covenant, uses or developments of the Burdened Property that are not prohibited by this Covenant are permissible, except that where any such use or development includes excavation of contaminated areas or disturbance of any cap or cover installed as part of

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a Board-approved remediation, the excavation or disturbance of the cap, and any backfilling activities, must be performed in a manner approved in writing by the Board.

h. Except as provided in this subparagraph, the Owner shall notify the Board and the owner(s) of the Benefited Property of each of the following: (1) The type, cause, location and date of any disturbance to any cap, any remedial measures taken or remedial equipment installed, and of the groundwater monitoring system installed on the Burdened Property pursuant to the requirements of the Board, which could affect the ability of such cap or remedial measures, remedial equipment, or monitoring system to perform their respective functions and (2) the type and date of repair of such disturbance. Notwithstanding the foregoing, the Owner shall not be required to notify the Board of disturbances to or repairs of any cap, any remedial measure taken or remedial equipment installed, or of any groundwater monitoring system installed on the Burdened Property, if and to the extent that such disturbances or repairs take place or are made pursuant to a requirement of the Board. Additionally, the Owner shall not be required to notify the Board or the owner(s) of the Benefited Property of any disturbances to or repairs of any cap, any remedial measure taken or remedial equipment installed, or of any groundwater monitoring system installed on the Burdened Property, if and to the extent that such disturbances are caused by an act or omission of the owner(s) of the Benefited Property or its/their agents, or are made by the owner(s) of the Benefited Property or its/their agents. Notification to the Board and the owner(s) of the Benefited Property as required by this subparagraph shall be made by registered mail within ten (10) working days of both the discovery of such disturbance and the completion of repairs;

i. The Covenantors agree that the Board, and/or any persons acting pursuant to Board orders, shall have access to the Burdened Property for the purposes of inspection, surveillance, maintenance, or monitoring, as provided for in Chapter 4 of Division 7 of the Water Code.

j. No Owner or Occupant of the Burdened Property shall act in any manner that will increase the risk to human health or the environment associated with the hazardous materials at the Burdened Property;

k. No Owners or Occupants of the Burdened Property or any portion thereof shall drill, bore, excavate or otherwise construct any well, boring or excavation on or into the contaminated areas of the Burdened Property for any purpose, except that it shall be permissible to construct wells, borings, or excavations which are (i) required by or reasonably necessary to implement a plan for remediation of soil and/or groundwater contamination approved by the Board, or (ii) specifically approved in a written decision by the Board or the San Mateo County Department of Health Services, or (iii) in conjunction with an approved development of the Burdened Property for uses consistent with this Covenant and Deed Restriction, but only in a manner approved by the Board. All borings and excavations shall be performed and constructed in conformance with the standards of the San Mateo County Department of Health Services, and shall incorporate practicable efforts to minimize: (i) any significant impacts to human health, water quality or the environment, and (ii) any significant transfer of contaminants from the lithosphere to the atmosphere or between water-bearing, or potentially water-bearing, soil or rock zones.

3.2 Conveyance of Burdened Property. If Owner proposes to sell, ground lease or otherwise convey the Burdened Property, or any portion thereof, Owner shall provide advance written notice to the Board and the owner(s) of the Benefited Property at the address specified in Paragraph 5.2 below. Such notice shall be provided thirty (30) days prior to the proposed sale, ground lease or other conveyance, or upon Owner's first knowledge of the proposed closing date or date of ground lease, whichever is shorter. The notice required in this Paragraph shall consist of the proposed date of ground lease or conveyance. Within thirty (30) days after the closing date or date of ground lease, owner shall supply notice to the Board and the owner(s) of the Benefited Property of the completion of the transaction containing a description of the property to be ground leased or conveyed, the name or names of the ground lessee(s) or buyer(s), and, if

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known to the Owner, the general purpose for which the Burdened Property to be ground leased or conveyed will be used. Notice is required hereunder for purposes of maintaining a current record of the Owners and ground leases of the Burdened Property and to enable the Board and the owner(s) of the Benefited Property to ensure that the requirements of this covenant are being met.

Within thirty (30) days after Covenantors enters into any space lease on all or a portion of the Burdened Property, Covenantors shall supply notice to the Board and the owner(s) of the Benefited Property of the completion of such lease transaction containing a description of the premises leased, the name of the tenant, and, if known to the Covenantors, the general purpose for which such premises will be used. Additionally, within ten (10) days of request from the Board, Covenantors shall deliver to the Board a list setting forth the current tenants of the Property. Notice is required hereunder for purposes of maintaining a current record of the tenants of the Property and to enable the Board and the owner(s) of the Benefited Property to ensure that the requirements of this covenants are being met.

3.3 Enforcement. Failure of the Owner to comply with any of the restrictions, as set forth in paragraph 3.1, shall be grounds for the Board or the owner or owners, from time to time, of the Benefited Property, by reason of this Covenant, to have the authority to require that the Owner modify or remove any Improvements constructed in violation of that paragraph. Violation of the Covenant shall be grounds for the Board, or the owner or owners, from time to time, of the Benefited Property (except as limited by private agreements between the Owner and the owner(s) of the Benefited Property), to file civil actions against the Owner as provided by law.

3.4 Notice in Agreements. After the date of recordation hereof, all Owners and Occupants shall execute a written instrument which shall accompany all purchase agreements or leases relating to the property. Owner shall provide a copy of the written instrument to the Board within thirty (30) days after the closing date or date that Owner enters into a lease. Owner and current occupants shall execute a written instrument and submit a copy to the Board within thirty

(30) days of the recording of this covenant. Any such instrument shall contain the following statement:

The land described herein contains hazardous substances/materials in soils and in the ground water under the property, and is subject to a deed restriction dated as of _____, 1998, and recorded on _____, 1998, in the Official Records of San Mateo, California, as Document No. _____, which Covenant and Restriction imposes certain covenants, conditions, and restrictions on usage of the property described herein. The provisions of the Covenant and Environmental Restriction are incorporated herein and made a part hereof as if set forth in full.

**ARTICLE IV
VARIANCE AND TERMINATION**

4.1 Variance. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or any portion thereof may apply to the Board for a written variance from the provisions of this Covenant, after having obtained the prior written consent of the owner or owners, from time to time, of the Benefited Property. Any applicant seeking a variance from the restrictions shall pay the Board all costs incurred by the Board in processing the application. Any applicant seeking a termination of the restrictions shall pay the Board all costs incurred by the Board in processing the application.

4.2 Termination. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or a portion thereof may apply to the Board for a termination of the Restrictions as they apply to all or any portion of the Burdened Property, after having obtained the prior written consent of the owner or owners, from time to time, of the Benefited Property.

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

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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 Burdened Property or any portion thereof to the general public.

5.2 Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective (1) when delivered, if personally delivered to the person being served or official of a government agency being served, or (2) three (3) business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested:

If To: "Covenantors"

Michael Burwell, Secretary/Treasurer
Gymno Corporation
650 El Camino Real, Suite G
Redwood City, California 94063

and

David D. Cooke
Beveridge & Diamond LLP
One Sansome Street, Suite 3400
San Francisco, CA 94104

If To: "Board"

Regional Water Quality Control Board
San Francisco Bay Region
Attention: East Palo Alto Protection Officer
2101 Webster Street
Oakland, California 94612

6815-20-88

If To: Owner or Owners of the Benefited Property:

Rhône-Poulenc Inc.
c/o Rhône-Poulenc Ag. Co.
P.O. Box 12014
Two TW Alexander Drive
Research Triangle Park, NC 27709
Attention: Environmental Counsel

and

W. Reece Bader, Esq.
Orrick, Herrington & Sutcliffe LLP
1020 Marsh Road
Menlo Park, California 94025

Copies of such notice shall be sent, in accordance with instructions of this paragraph, to both Covenantors and the Board. Copies of all notices, regardless of the identity of the party initiating such notice, shall also be sent to:

Rhône-Poulenc Inc.
c/o Rhône-Poulenc Ag. Co.
P.O. Box 12014
Two TW Alexander Drive
Research Triangle Park, NC 27709
Attention: Environmental Counsel

and

W. Reece Bader, Esq.
Orrick, Herrington & Sutcliffe LLP
1020 Marsh Road
Menlo Park, California 94025

5.3 Partial Invalidity. If any portion of the Restrictions or terms set forth herein 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 numbered article of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.

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5.5 Recordation. This instrument shall be executed by the Covenantors, the Owner of the Burdened Property, and by the Executive Officer of the Board. This instrument shall be recorded by Covenantors in the County of San Mateo within ten (10) days of the date of execution.

5.6 References. All references to Code sections include successor provisions.

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

Covenantor: Redwood Mortgage Investors V
A California Limited Partnership

By: Gymno Corporation, a California Corporation

By: *Russell Burwell*
Russell Burwell, President

Date: 5/6/98

By: *Michael Burwell*
Michael Burwell
Its Secretary/Treasurer

Date: 5-6-98

Covenantor: Redwood Mortgage Investors VI
A California Limited Partnership

By: Gymno Corporation, a California Corporation

By: *Russell Burwell*
Russell Burwell, President

Date: 5/6/98

By: *Michael Burwell*
Michael Burwell
Its Secretary/Treasurer

Date: 5-6-98

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Covenantor: Redwood Mortgage Investors VII
A California Limited Partnership

By: Gymno Corporation, a California Corporation

By: *D Russell Burwell*
D Russell Burwell, President
Date: 5/6/98

By: *Michael Burwell*
Michael Burwell
Its Secretary/Treasurer
Date: 5-6-98

Owner of the Benefited Property: Rhone-Poulenc Inc.

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

~~Agency: State of California
Environmental Protection Agency
Regional Water Quality Board,
San Francisco Bay Region~~

~~By: _____
Loretta Barsamian
Title: Executive Officer
Date: _____~~

98-075489

Covenantor: Redwood Mortgage Investors VII
A California Limited Partnership

By: Gymno Corporation, a California Corporation

By: _____
Russell Burwell, President

Date: _____

By: _____
Michael Burwell
Its Secretary/Treasurer

Date: _____

Owner of the Benefited Property: Rhone-Poulenc Inc.

By: Peter K. Tinnesz Peter K. Tinnesz

Title: VP Manufacturing Operations

Date: 5/8/98

By: _____

Title: _____

Date: _____

~~Agency: State of California
Environmental Protection Agency
Regional Water Quality Board
San Francisco Bay Region~~

~~By: _____
Loretta Barsamian~~

~~Title: Executive Officer~~

~~Date: _____~~

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Covenantor: Redwood Mortgage Investors VII
A California Limited Partnership

By: Gymno Corporation, a California Corporation

By: _____
Russell Burwell, President

Date: _____

By: _____
Michael Burwell
Its Secretary/Treasurer

Date: _____

Owner of the Benefited Property: Rhone-Poulenc Inc.

By: _____

Title: _____

Date: _____

By: John P. Donahue John P. Donahue
Title: SECRETARY
Date: MAY 8, 1998

Agency: ~~State of California
Environmental Protection Agency
Regional Water Quality Board,
San Francisco Bay Region~~

By: _____
Loretta Barsamian
Title: ~~Executive Officer~~

Date: _____

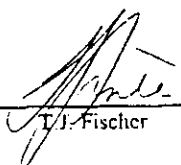
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ACKNOWLEDGEMENT

State of California)
) SS
County of San Mateo)

On May 6, 1998, before me, T.J. Fischer, personally appeared Michael Burwell and D. Russell Burwell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instruments the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



T.J. Fischer



(Seal)

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STATE OF Middlesex)
COUNTY OF Middlesex)

On July 21, 1998 before me, the undersigned a Notary Public in and for said state, personally appeared John J. Lankford, personally known to me or proved to me on the basis of satisfactory evidence to be the persons who executed the within instrument, and acknowledge to me that he executed the same pursuant to the Rhone-Poulenc Inc. bylaws or a resolution of its directors.

WITNESS my hand and official seal.

Gladys S. Lankford
Notary Public in and for said
County and State

GLADYS S. LANKFORD
Notary Public, State of New Jersey
County of Middlesex
Commission Expires October 16, 2002

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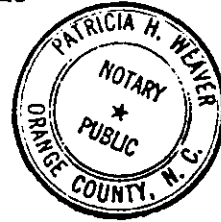
STATE OF N.C.)
)
COUNTY OF Orange)

On May 8th, 1998 before me, the undersigned a Notary Public in and for said state, personally appeared Peter K. Jones, personally known to me or proved to me on the basis of satisfactory evidence to be the persons who executed the within instrument, and acknowledge to me that he executed the same pursuant to the Rhone-Poulenc Inc. bylaws or a resolution of its directors.

WITNESS my hand and official seal.

Patricia H. Weaver
Notary Public in and for said
County and State

7-19-99



98-075489

EXHIBIT A
Legal Description
of
Burdened Property
(APNs 063-271-390, 063-271-400 and 063-271-450)

PARCEL ONE

PARCEL 2, AS DELINEATED UPON THAT CERTAIN MAP ENTITLED, "PARCEL MAP, BEING A RESUBDIVISION OF PARCEL ONE OF THE LAND DESCRIBED IN THAT CERTAIN DEED, RECORDED NOV. 4, 1985 IN OFFICIAL RECORDS, SER. NO. 85116235, CITY OF EAST PALO ALTO, SAN MATEO COUNTY, CALIFORNIA", FILED FOR RECORD ON MARCH 22, 1989 IN VOLUME 61 OF PARCEL MAPS AT PAGE 98, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, CALIFORNIA.

APN: 063-271-450

JPN: 63-27-271-10

PARCEL TWO:

BEGINNING AT A POINT IN THE CENTER LINE OF WEEKS STREET EXTENDED WHICH POINT IS DISTANT FROM THE POINT OF INTERSECTION OF THE CENTER LINE OF PULGAS AVENUE WITH THE NORTHERLY LINE OF FABER SUBDIVISION, MAP OF WHICH SAID SUBDIVISION IS OF RECORD IN BOOK 8 OF MAPS AT PAGE 31, THEREOF; N. 88° 27' E. 298.10 FEET; THENCE N. 1° 29' W. 876.75 FEET; RUNNING THENCE FROM SAID POINT OF BEGINNING N. 88° 27' E. 559.75 FEET TO A POINT ON THE LINE OF PULGAS RANCHO; THENCE S. 13° 18' E. 298.41 FEET; THENCE S. 88° 27' W. 620.54 FEET; THENCE N. 1° 29' W. 292.25 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE LOT OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF WEEKS STREET DISTANT N. 1° 29' W. 856.75 FEET AND N. 88° 27' E. 303.45 FEET FROM THE POINT OF INTERSECTION OF THE CENTER LINE OF PULGAS AVENUE WITH THE NORTHERLY LINE OF FABER SUBDIVISION, MAP OF WHICH SAID SUBDIVISION IS ON FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY IN BOOK 8 OF MAPS AT PAGE 31 THEREOF; RUNNING THENCE S. 1° 29' E. 24 FEET; THENCE N. 88° 27' E. 24 FEET; THENCE N. 1° 29' E. 24 FEET; THENCE S. 98° 27' W. 24 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM ALL THAT PROPERTY DESCRIBED IN THE DEED FROM RAYMONDO RULLAMAS AND VICTORIA RULLAMAS, HIS WIFE, TO COUNTY OF SAN MATEO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, DATED JUNE 13, 1978 AND RECORDED OCTOBER 26, 1978, IN BOOK 7791, PAGE 2482, INSTRUMENT NO. (31285-AN).

APN: 063-271-400
063-271-390

JPN: 63-27-271-05
63-27-271-06

EXHIBIT A
Legal Description
of
Burdened Property
(APNs 063-271-390, 063-271-400 and 063-271-450)

PARCEL ONE

PARCEL 2, AS DELINEATED UPON THAT CERTAIN MAP ENTITLED, "PARCEL MAP, BEING A RESUBDIVISION OF PARCEL ONE OF THE LAND DESCRIBED IN THAT CERTAIN DEED, RECORDED NOV. 4, 1985 IN OFFICIAL RECORDS, SER. NO. 85116235, CITY OF EAST PALO ALTO, SAN MATEO COUNTY, CALIFORNIA", FILED FOR RECORD ON MARCH 22, 1989 IN VOLUME 61 OF PARCEL MAPS AT PAGE 98, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, CALIFORNIA.

APN: 063-271-450

JPN: 63-27-271-10

PARCEL TWO:

BEGINNING AT A POINT IN THE CENTER LINE OF WEEKS STREET EXTENDED WHICH POINT IS DISTANT FROM THE POINT OF INTERSECTION OF THE CENTER LINE OF PULGAS AVENUE WITH THE NORTHERLY LINE OF FABER SUBDIVISION, MAP OF WHICH SAID SUBDIVISION IS OF RECORD IN BOOK 8 OF MAPS AT PAGE 31, THEREOF; N. 88° 27' E. 298.10 FEET; THENCE N. 1° 29' W. 876.75 FEET; RUNNING THENCE FROM SAID POINT OF BEGINNING N. 88° 27' E. 559.75 FEET TO A POINT ON THE LINE OF PULGAS RANCHO; THENCE S. 13° 18' E. 298.41 FEET; THENCE S. 88° 27' W. 620.54 FEET; THENCE N. 1° 29' W. 292.25 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE LOT OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF WEEKS STREET DISTANT N. 1° 29' W. 856.75 FEET AND N. 88° 27' E. 303.45 FEET FROM THE POINT OF INTERSECTION OF THE CENTER LINE OF PULGAS AVENUE WITH THE NORTHERLY LINE OF FABER SUBDIVISION, MAP OF WHICH SAID SUBDIVISION IS ON FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY IN BOOK 8 OF MAPS AT PAGE 31 THEREOF; RUNNING THENCE S. 1° 29' E. 24 FEET; THENCE N. 88° 27' E. 24 FEET; THENCE N. 1° 29' E. 24 FEET; THENCE S. 98° 27' W. 24 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM ALL THAT PROPERTY DESCRIBED IN THE DEED FROM RAYMONDO RULLAMAS AND VICTORIA RULLAMAS, HIS WIFE, TO COUNTY OF SAN MATEO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, DATED JUNE 13, 1978 AND RECORDED OCTOBER 26, 1978, IN BOOK 7791, PAGE 2482, INSTRUMENT NO. (31285-AN).

APN: 063-271-400
063-271-390

JPN: 63-27-271-05
63-27-271-06

EXHIBIT A
Legal Description
of
Burdened Property
(APNs 063-271-390, 063-271-400 and 063-271-450)

PARCEL ONE

PARCEL 2, AS DELINEATED UPON THAT CERTAIN MAP ENTITLED, "PARCEL MAP, BEING A RESUBDIVISION OF PARCEL ONE OF THE LAND DESCRIBED IN THAT CERTAIN DEED, RECORDED NOV. 4, 1985 IN OFFICIAL RECORDS, SER. NO. 85116235, CITY OF EAST PALO ALTO, SAN MATEO COUNTY, CALIFORNIA", FILED FOR RECORD ON MARCH 22, 1989 IN VOLUME 61 OF PARCEL MAPS AT PAGE 98, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, CALIFORNIA.

APN: 063-271-450

JPN: 63-27-271-10

PARCEL TWO:

BEGINNING AT A POINT IN THE CENTER LINE OF WEEKS STREET EXTENDED WHICH POINT IS DISTANT FROM THE POINT OF INTERSECTION OF THE CENTER LINE OF PULGAS AVENUE WITH THE NORTHERLY LINE OF FABER SUBDIVISION, MAP OF WHICH SAID SUBDIVISION IS OF RECORD IN BOOK 8 OF MAPS AT PAGE 31, THEREOF; N. 88° 27' E. 298.10 FEET; THENCE N. 1° 29' W. 876.75 FEET; RUNNING THENCE FROM SAID POINT OF BEGINNING N. 88° 27' E. 559.75 FEET TO A POINT ON THE LINE OF PULGAS RANCHO; THENCE S. 13° 18' E. 298.41 FEET; THENCE S. 88° 27' W. 620.54 FEET; THENCE N. 1° 29' W. 292.25 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE LOT OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF WEEKS STREET DISTANT N. 1° 29' W. 856.75 FEET AND N. 88° 27' E. 303.45 FEET FROM THE POINT OF INTERSECTION OF THE CENTER LINE OF PULGAS AVENUE WITH THE NORTHERLY LINE OF FABER SUBDIVISION, MAP OF WHICH SAID SUBDIVISION IS ON FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY IN BOOK 8 OF MAPS AT PAGE 31 THEREOF; RUNNING THENCE S. 1° 29' E. 24 FEET; THENCE N. 88° 27' E. 24 FEET; THENCE N. 1° 29' E. 24 FEET; THENCE S. 98° 27' W. 24 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM ALL THAT PROPERTY DESCRIBED IN THE DEED FROM RAYMONDO RULLAMAS AND VICTORIA RULLAMAS, HIS WIFE, TO COUNTY OF SAN MATEO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, DATED JUNE 13, 1978 AND RECORDED OCTOBER 26, 1978, IN BOOK 7791, PAGE 2482, INSTRUMENT NO. (31285-AN).

APN: 063-271-400
063-271-390

JPN: 63-27-271-05
63-27-271-06

EXHIBIT B

Legal Description of Benefited Property
(1990 Bay Road, East Palo Alto, California)
APN 063-240-020

Being all of a parcel of land conveyed to Rhone-Poulenc Inc. by Grant Deed filed December 1, 1993 at Series Number 93207948 in the Office of the Recorder, County of San Mateo, situated in the City of East Palo Alto, County of San Mateo, State of California, being more particularly described as follows:

BEGINNING at the Northwest corner of said Rhone-Poulenc Inc. Parcel being in the centerline of Bay Road, said point also being distant North 65 deg. 11 min. 00 sec. East 430.60 feet along the centerline of Bay Road from the intersection of Pulgas Avenue; thence North 65 deg. 11 min. 00 sec. East, 430.60 feet to the Northeasterly corner of said Rhone-Poulenc Inc. Parcel; thence running along the Northeasterly line of said Rhone-Poulenc Inc. Parcel South 24 deg. 49 min. 00 sec. East, 525.00 feet to the Easterly corner of said Rhone-Poulenc Inc. Parcel; thence leaving said Easterly corner and running along the Southeasterly line of said Rhone-Poulenc Inc. Parcel South 65 deg. 11 min. 00 sec. West, 430.60 feet to the Southerly corner of said Rhone-Poulenc Inc. Parcel; thence leaving the Southerly corner of said Rhone-Poulenc Inc. Parcel and running along the Southwesterly line of said Rhone-Poulenc Inc. Parcel North 24 deg. 49 min. 00 sec. West, 525.00 to the TRUE POINT OF BEGINNING:

Containing 5.190 acres of land, more or less.