

1. Preliminary Report - NCAL

Order Number: NCS-657821-SF
Page Number: 1

Updated April 1,
2014



First American Title Company
National Commercial Services
100 Spear Street, Suite 1600
San Francisco, CA 94105

Freda Manuel
County of San Mateo
455 County Center, 4th Floor
Redwood City, CA 94603
Phone: (650) 363-4047

Customer Reference:	Circle Star Way
Escrow Officer:	Sanjay Chohan
Phone:	(415)837-2261
Email:	SChohan@firstam.com
Owner:	County of San Mateo, a political subdivision
Property:	1 Circle Star Way, San Carlos, CA and 1717 Industrial Way, Redwood City, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

First American Title Insurance Company

Order Number: NCS-657821-SF
Page Number: 2

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

First American Title Insurance Company

Dated as of March 10, 2014 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

County of San Mateo, a political subdivision of the State of California

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee Simple as to Parcel 1, an Easement as to Parcels 2 and 3.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2014-2015, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. An easement for construction, reconstruction, patrol and maintenance from time to time for electric power transmission and/or distribution purposes and a single line of poles and wires in Industrial Road and incidental purposes, recorded June 20, 1934 as Instrument No. 43193-C, in Book 622, Page 391 of Official Records.
In Favor of: Pacific Gas and Electric Company, a corporation
Affects: As described therein
4. An easement for construction, installation, maintenance and operation of streets, sanitary sewers, storm drains and water lines and incidental purposes, recorded July 24, 1956 as Instrument No. 73134-N, in Book 3064, Page 606 of Official Records.
In Favor of: City of Redwood City, a municipal corporation
Affects: As described therein
5. Limitation of Access as contained in Director's Deed
From: State of California, acting by and through its Director of Public Works
To: Amelia Reviglio, a married woman, as her separate property
Recorded: December 06, 1963 Instrument No. 68079-W of Official Records of San Mateo County,

First American Title Insurance Company

California
Affects the Northeasterly boundary.

- 6. The fact that the land lies within the boundaries of the San Carlos Redevelopment Project Area, as disclosed by the document recorded July 11, 1986 as Instrument No. 86079707 of Official Records.

Document(s) declaring modifications thereof recorded December 20, 2007 as Instrument No. 2007-178444 of Official Records.

- 7. The terms and provisions contained in the document entitled "Development Agreement" recorded June 25, 1997 as Instrument No. 97076674 of Official Records.
- 8. The terms and provisions contained in the document entitled "Approved Conditional Use Permit - Office Complex" recorded June 25, 1997 as Instrument No. 97076676 of Official Records.
- 9. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded June 25, 1997 as Instrument No. 97076680 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Document(s) declaring modifications thereof recorded April 20, 2000 as Instrument No. 2000045598 of Official Records.

- 10. Easement over the herein described land and other rights as granted in Amended and Restated Grant of Sign Easements and Rights dated April 19, 2000, from Circle Star Center Associates, L.P., to 2500 W.L.B., Inc., recorded April 19, 2000, Instrument No. 2000-044838 as amended by that First Amendment to Amended and Restated Grant of Sign Easements and Rights, recorded August 31, 2006, Instrument No. 2006-131145, of Official Records.
- 11. An easement for electric and gas transmission facilities and incidental purposes, recorded February 23, 2000 as Instrument No. 2000-022069 of Official Records.
In Favor of: Pacific Gas and Electric Company, a California corporation
Affects: As described therein

A document recorded October 21, 2003 as Instrument No. 2003-303152 of Official Records provides that the interest of the easement holder was transferred to SBC Pacific Bell Telephone Company, a California corporation.

- 12. An easement for electric and gas transmission facilities and incidental purposes, recorded February 23, 2000 as Instrument No. 2000-022070 of Official Records.
In Favor of: Pacific Gas and Electric Company, a California corporation
Affects: As described therein

First American Title Insurance Company

A document recorded October 21, 2003 as Instrument No. 2003-303153 of Official Records provides that the interest of the easement holder was transferred to SBC Pacific Bell Telephone Company, a California corporation.

13. An easement for electric and gas facilities and incidental purposes, recorded April 11, 2000 as Instrument No. 2000-041479 of Official Records.
In Favor of: Pacific Gas and Electric Company, a California corporation
Affects: As described therein

A document recorded March 31, 2003 as Instrument No. 2003-084181 of Official Records provides that the interest of the easement holder was transferred to SBC Pacific Bell Telephone Company, a California corporation.

14. An easement for non-build and incidental purposes, recorded April 11, 2000 as Instrument No. 2000-041480 of Official Records.
In Favor of: Homestead Village Incorporated, a Maryland corporation
Affects: As described therein

15. An easement for utilities and sidewalks and incidental purposes, recorded April 12, 2000 as Instrument No. 2000-041947 of Official Records.
In Favor of: City of Redwood City, a municipal corporation
Affects: As described therein

16. An easement for utilities and sidewalks and incidental purposes, recorded April 12, 2000 as Instrument No. 2000-041948 of Official Records.
In Favor of: City of Redwood City, a municipal corporation
Affects: As described therein

17. An easement for right of way including utilities and sidewalk and incidental purposes, recorded April 26, 2000 as Instrument No. 2000-048105 of Official Records.
In Favor of: City of San Carlos, a municipal corporation
Affects: As described therein

18. An easement for sign and incidental purposes, recorded December 17, 2001 as Instrument No. 2001-206131 of Official Records as amended by that First Amendment to Amended and Restated Grant of Sign Easements and Rights, recorded August 31, 2006, Instrument No. 2006-131145 of Official Records.
In Favor of: Landmark Screens, LLC, a Delaware limited liability company
Affects: As described therein

19. Rights of tenant, as a tenant only, under the terms of the following lease, with no rights of first refusal or options to purchase all or any part of the property or interests therein: W.L.B., Inc., under lease dated April 18, 2000 as amended August 13, 2006.

First American Title Insurance Company

INFORMATIONAL NOTES

- 1. Taxes for proration purposes only for the fiscal year 2013-2014.
First Installment: \$848.42, PAID
Second Installment: \$848.42, PAID
Tax Rate Area: 11-028
APN: 046-240-180

- 2. Taxes for proration purposes only for the fiscal year 2013-2014.
First Installment: \$0.00, NO TAX DUE
Second Installment: \$0.00, NO TAX DUE
Tax Rate Area: 09-001
APN: 052-103-170

- 3. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a Commercial Structure known as 1 Circle Star Way, San Carlos, CA and 1717 Industrial Way, Redwood City, CA, , .

- 4. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

- 5. If this preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only, it is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

- 6. Should this report be used to facilitate your transaction, we must be provided with the following prior to the issuance of the policy:
 - A. WITH RESPECT TO A CORPORATION:
 - a. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.

 - b. A certificate copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.

 - c. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

 - B. WITH RESPECT TO A CALIFORNIA LIMITED PARTNERSHIP:

First American Title Insurance Company

- a. A certified copy of the certificate of limited partnership (form LP-1) and any amendments thereto (form LP-2) to be recorded in the public records;
 - b. A full copy of the partnership agreement and any amendments;
 - c. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
 - d. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- C. WITH RESPECT TO A FOREIGN LIMITED PARTNERSHIP:
- a. A certified copy of the application for registration, foreign limited partnership (form LP-5) and any amendments thereto (form LP-6) to be recorded in the public records;
 - b. A full copy of the partnership agreement and any amendment;
 - c. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
 - d. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- D. WITH RESPECT TO A GENERAL PARTNERSHIP:
- a. A certified copy of a statement of partnership authority pursuant to Section 16303 of the California Corporation Code (form GP-I), executed by at least two partners, and a certified copy of any amendments to such statement (form GP-7), to be recorded in the public records;
 - b. A full copy of the partnership agreement and any amendments;
 - c. Requirements which the Company may impose following its review of the above material required herein and other information which the Company may require.
- E. WITH RESPECT TO A LIMITED LIABILITY COMPANY:
- a. A copy of its operating agreement and any amendments thereto;
 - b. If it is a California limited liability company, a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) to be recorded in the public records;
 - c. If it is a foreign limited liability company, a certified copy of its application for registration (LLC-5) to be recorded in the public records;
 - d. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, such

First American Title Insurance Company

document or instrument must be executed in accordance with one of the following, as appropriate:

- (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such documents must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
 - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
- e. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

F. WITH RESPECT TO A TRUST:

- a. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
- b. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
- c. Other requirements which the Company may impose following its review of the material require herein and other information which the Company may require.

G. WITH RESPECT TO INDIVIDUALS:

- a. A statement of information.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

First American Title Insurance Company

LEGAL DESCRIPTION

Real property in the City of San Carlos, County of San Mateo, State of California, described as follows:

PARCEL ONE:

ALL THAT REAL PROPERTY SITUATE IN PARTLY IN THE CITY OF SAN CARLOS AND PARTLY IN THE CITY OF REDWOOD CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL I AND PARCEL II AND BEING ALL OF PARCEL III, PARCEL IV AND PARCEL V, AS DESCRIBED IN THE TRUSTEE'S DEED FROM SEASIDE FINANCIAL CORPORATION TO CALIFORNIA COMMERCE BANK, RECORDED JUNE 09, 1995, AS SERIES NUMBER 95059343, OFFICIAL RECORDS OF SAN MATEO COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID PARCEL II AT THE CENTERLINE OF INDUSTRIAL WAY (80 FEET WIDE); THENCE ALONG THE WESTERLY LINE OF SAID PARCEL II NORTH (THE BEARING NORTH BEING USED FOR THE PURPOSE OF THIS DESCRIPTION) 53.02 FEET TO A POINT DISTANT 40.00 FEET NORTHEASTERLY, MEASURED AT A RIGHT ANGLE, FROM SAID CENTERLINE OF INDUSTRIAL WAY; THENCE LEAVING SAID WESTERLY LINE OF PARCEL II PARALLEL WITH AND DISTANT 40.00 FEET NORTHEASTERLY, MEASURED AT A RIGHT ANGLE, FROM SAID CENTERLINE OF INDUSTRIAL WAY SOUTH 48° 58' 53" EAST 220.17 FEET; THENCE LEAVING SAID PARALLEL LINE NORTH 48° 01' 00" EAST 133.64 FEET; THENCE NORTH 41° 59' 00" WEST 220.81 FEET; THENCE NORTH 78.95 FEET; THENCE NORTH 48° 01' 00" EAST 132.19 FEET; THENCE NORTH 41° 59' 00" WEST 170.00 FEET; THENCE NORTH 48° 01' 00" EAST 41.50 FEET; THENCE NORTH 41° 59' 00" WEST 49.07 FEET TO A POINT FROM WHICH THE RADIAL CENTER OF A CURVE HAVING A RADIUS OF 60.00 FEET BEARS NORTH 39° 21' 02" WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21° 41' 29", AN ARC DISTANCE OF 22.72 FEET; THENCE SOUTH 72° 20' 27" WEST 33.28 FEET TO A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 70.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 72° 20' 20", AN ARC DISTANCE OF 88.38 FEET TO THE WESTERLY LINE OF SAID PARCEL I; THENCE ALONG THE PERIMETER OF SAID PARCEL I THE FOLLOWING FOUR (4) COURSES: 1) NORTH 114.94 FEET, 2) NORTH 46° 30' 48" EAST 126.81 FEET; 3) SOUTH 41° 59' 00" EAST 1187.08 FEET; 4) SOUTH 89° 08' 07" WEST 254.81 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL V; THENCE ALONG THE PERIMETER OF SAID PARCEL V THE FOLLOWING TWO (2) COURSES: 1) SOUTH 46° 38' 37" WEST 42.11 FEET; 2) NORTH 43° 21' 23" WEST 38.58 FEET TO THE MOST WESTERLY CORNER THEREOF; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL I AND PARCEL III SOUTH 89° 08' 07" WEST 117.62 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL IV; THENCE ALONG THE PERIMETER OF SAID PARCEL IV THE FOLLOWING TWO (2) COURSES: 1) SOUTH 46° 38' 37" WEST 74.14 FEET TO A POINT FROM WHICH THE RADIAL CENTER OF A CURVE HAVING A RADIUS OF 3674.71 FEET BEARS SOUTH 44° 16' 34" WEST; 2) SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 06' 45", AN ARC DISTANCE OF 71.35 FEET TO THE SOUTHERLY LINE OF SAID PARCEL III; THENCE ALONG SAID SOUTHERLY LINE SOUTH 89° 08' 07" WEST 56.06 FEET TO THE MOST SOUTHWESTERLY CORNER OF SAID PARCEL III; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL III, PARCEL I AND PARCEL II NORTH 48° 58' 53" WEST 391.05 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM PARCEL I THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT A POINT IN THE NORTHERLY BOUNDARY LINE OF THE LANDS CONVEYED IN THAT CERTAIN GRANT DEED FROM SAUL WITSCHNER, ET AL, TO METAL MACHINE

First American Title Insurance Company

MANUFACTURING, INC., RECORDED OCTOBER 3, 1958, IN BOOK 3468 AT PAGE 89 (80537-Q), OFFICIAL RECORDS OF SAN MATEO COUNTY, DISTANT THEREON, NORTH 89° 08' 07" EAST (CALLED NORTH 89° 08' EAST IN SAID TRUSTEE'S DEED RECORDED AS SERIES NUMBER 95059343) 105.49 FEET FROM THE MOST WESTERLY CORNER OF SAID LANDS; THENCE FROM SAID POINT OF BEGINNING, LEAVING SAID NORTHERLY BOUNDARY LINE, NORTH 46° 38' 37" EAST 86.73 FEET; THENCE SOUTH 43° 21' 23" EAST 79.45 FEET TO SAID NORTHERLY BOUNDARY LINE; THENCE ALONG SAID LAST MENTIONED LINE, SOUTH 89° 08' 07" WEST 117.62 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT THE MOST EASTERLY CORNER OF PARCEL I AS SAID PARCEL IS DESCRIBED IN THAT CERTAIN GRANT DEED FROM ROBINWOOD LANE CORPORATION TO RUSSELL A. MARGIOTTA AND DEBORAH B. MARGIOTTA, AS TRUSTEES UNDER DECLARATION OF TRUST DATED MAY 6, 1981, RECORDED AUGUST 17, 1984 AS SERIES NO. 84091556, OFFICIAL RECORDS OF SAN MATEO COUNTY; THENCE SOUTHWESTERLY ALONG THE LINE COMMON TO SAID PARCEL I (SERIES NUMBER 84091556), AND AFORESAID PARCEL I (SERIES NUMBER 95059343), SOUTH 46° 30' 48" WEST 15.04 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID COMMON LINE, SOUTH 15° 03' 06" EAST 44.56 FEET TO A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 45.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 84° 16' 48", AN ARC DISTANCE OF 66.19 FEET; THENCE SOUTH 69° 13' 42" WEST 40.72 FEET TO A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33° 51' 48", AN ARC DISTANCE OF 29.55 FEET; THENCE SOUTH 35° 21' 54" WEST 7.01 FEET TO THE WESTERLY LINE OF SAID PARCEL I (SERIES NUMBER 95059343); THENCE ALONG SAID WESTERLY LINE NORTH 57.84 FEET TO SAID LINE COMMON TO SAID PARCEL I (SERIES NO. 84091556), SAND AFORESAID PARCEL I (SERIES NUMBER 95059343); THENCE NORTHEASTERLY ALONG SAID COMMON LINE, NORTH 46° 30' 48" EAST 111.77 FEET TO THE POINT OF BEGINNING.

THE BEARING "NORTH" OF THE WESTERLY LINE OF SAID PARCEL I AS DESCRIBED IN THE TRUSTEE'S DEED FROM SEASIDE FINANCIAL CORPORATION TO CALIFORNIA COMMERCE BANK, RECORDED JUNE 09, 1995, AS SERIES NUMBER 95059343, OFFICIAL RECORDS OF SAN MATEO COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS DESCRIPTION.

THE ABOVE REAL PROPERTY IS FURTHER DESCRIBED AS PARCEL I AS SHOWN ON THAT CERTAIN APPROVAL OF LOT LINE ADJUSTMENT RECORDED JUNE 25, 1997, UNDER RECORDER'S INSTRUMENT NO. 97076673 OF OFFICIAL RECORDS OF SAN MATEO COUNTY, CALIFORNIA.

PARCEL TWO:

EASEMENTS AS SET FORTH IN SECTION 4.1 AND 4.2 OF THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS DATED JUNE 24, 1997, BY AND BETWEEN MOZAD, L.P., A CALIFORNIA LIMITED PARTNERSHIP AND HOMESTEAD VILLAGE INCORPORATED, A MARYLAND CORPORATION, RECORDED JUNE 25, 1997, INSTRUMENT NO. 97076680, SAN MATEO COUNTY RECORDS, AS AMENDED BY AMENDMENT NO. 1 TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, DATED APRIL 20, 2000, RECORDED APRIL 20, 2000, INSTRUMENT NO. 2000-045598, SAN MATEO COUNTY RECORDS.

PARCEL THREE:

LANDSCAPING AND MAINTENANCE APPURTENANT TO PARCEL I ABOVE AS CREATED IN THAT CERTAIN "DECLARATION ESTABLISHING EASEMENTS, COVENANTS & RESTRICTIONS RUNNING

First American Title Insurance Company

Order Number: NCS-657821-SF
Page Number: 11

WITH THE LAND" RECORDED JUNE 25, 1997 AS INSTRUMENT NO. 97-076684 OF OFFICIAL RECORDS.

APN(s): 046-240-180 and 052-103-170

First American Title Insurance Company

NOTICE I

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

NOTICE II

As of January 1, 1991, if the transaction which is the subject of this report will be a sale, you as a party to the transaction, may have certain tax reporting and withholding obligations pursuant to the state law referred to below:

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a buyer may be required to withhold an amount equal to three and one-third percent of the sales price in the case of the disposition of California real property interest by either:

- 1. A seller who is an individual with a last known street address outside of California or when the disbursement instructions authorize the proceeds be sent to a financial intermediary of the seller, OR
- 2. A corporate seller which has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

- 1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000), OR
- 2. The seller executes a written certificate, under the penalty of perjury, certifying that the seller is a resident of California, or if a corporation, has a permanent place of business in California, OR
- 3. The seller, who is an individual, executes a written certificate, under the penalty of perjury, that the California real property being conveyed is the seller's principal residence (as defined in Section 1034 of the Internal Revenue Code).

The seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

The California statutes referenced above include provisions which authorize the Franchise Tax Board to grant reduced withholding and waivers from withholding on a case-by-case basis.

The parties to this transaction should seek an attorney's, accountant's, or other tax specialist's opinion concerning the effect of this law on this transaction and should not act on any statements made or omitted by the escrow or closing officer.

The Seller May Request a Waiver by Contacting:
Franchise Tax Board
Withhold at Source Unit
P.O. Box 651
Sacramento, CA 95812-0651
(916) 845-4900

First American Title Insurance Company

Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

First American Title Insurance Company

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
EXCLUSIONS

- In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:
- 1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - (a) building;
 - (b) zoning;
 - (c) land use;
 - (d) improvements on the Land;
 - (e) land division; and
 - (f) environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
 - 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
 - 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
 - 4. Risks:
 - (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - (c) that result in no loss to You; or
 - (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
 - 5. Failure to pay value for Your Title.
 - 6. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - (b) in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
 - 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS

- In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:
- 1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - (a) and use
 - (b) improvements on the land
 - (c) and division
 - (d) environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.
This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
 - 2. The right to take the land by condemning it, unless:
 - (a) a notice of exercising the right appears in the public records on the Policy Date

First American Title Insurance Company

- (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
- (a) that are created, allowed, or agreed to by you
 - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
 - (c) that result in no loss to you
 - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
- (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
 - (b) in streets, alleys, or waterways that touch your land
- This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
- i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;
- or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
- a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
- a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

First American Title Insurance Company

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

First American Title Insurance Company

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor or material not shown by the public records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
- 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
- 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
- 9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

First American Title Insurance Company

2. SP-Legal Description 01_95059343

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

CALIFORNIA COMMERCE BANK
REAL ESTATE DEPARTMENT
111 WEST ST. JOHN STREET
SAN JOSE, CA 95113

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

Recorded at Request of
CALIFORNIA COMMERCE BANK
95-059343 06/09/95 03:11

Recording Fee: 68.00 #DUANE

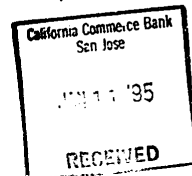
SPACE ABOVE THIS LINE FOR RECORDERS USE
TRUSTEE'S DEED UPON SALE

229

95059343

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO



SPACE ABOVE THIS LINE FOR RECORDERS USE
TRUSTEE'S DEED UPON SALE

The undersigned declares under penalty of perjury that the following declaration is true and correct:

- 1) The Grantee herein was not the foreclosing beneficiary
- 2) The amount of the unpaid debt together with costs was--- \$ 6,427,627.43
- 3) The amount paid by the Grantee at the Trustee's Sale was \$ 6,427,628.43
- 4) The documentary transfer tax is----- \$ 7,070.39
- 5) The city transfer tax is----- \$ 0.00
- 6) The monument preservation tax is----- \$ 0.00
- 7) Said property is in San Carlos, County of San Mateo

AP# 046-240-120
AP# 052-103-179
JPN 046-024-240-12 A
Dated January 5, 1995

T.D. SERVICE COMPANY
JPN 052-010-103-02-01 A
JPN 052-010-103-02.02 A
06A 07A 07.01A

By Barbara Row

T.S. No. A204077
Unit Code A
Loan No. 09456930/BURNEY

SEASIDE FINANCIAL CORPORATION
(herein called Trustee),
does hereby GRANT AND CONVEY, without any covenant or warranty, express or implied to

CALIFORNIA COMMERCE BANK

(herein called Grantee), such interest as Trustee has in that certain property described as follows:

SEE ATTACHED EXHIBIT A
SEE ATTACHED EXHIBIT B

This conveyance is made pursuant to the authority vested in said Trustee, as Trustee or as duly appointed Trustee by the Deed of Trust described as follows:

TRUSTOR: JAMES BURNEY
KATHERINE BURNEY

BENEFICIARY: FIRST FEDERAL SAVINGS BANK OF CALIFORNIA

Recorded April 21, 1987 as Instr. No. 87059109 In Book
Page of Official Records in the office
of the recorder of San Mateo County;

and re-recorded on May 14, 1987 as Instr. No. 87-073306
in Book and Page

MAIL TAX STATEMENTS TO THE ADDRESS SHOWN ABOVE

95059343

T.S. No. A204077
Unit Code A
Loan No. 09456930/BURNEY

Whereas, the holder of the note secured by said Deed of Trust delivered to Trustee a written Declaration of Default and, pursuant thereto, a Notice of Default was Recorded March 31, 1994 as Instr. No. 94057116 in Book _____ Page _____ of Official Records in the office of the recorder of San Mateo County;

Whereas, Trustee complied with all applicable statutory provisions of California Civil Code Sections 2924 et seq., and of the described Deed of Trust, including the mailing, publication, personal delivery, and posting of the Notice of Default and Notice of Sale, as respectively appropriate.

Said Notice of Trustee's Sale stated the time and place that Trustee would sell its interest in the described property at public auction. On January 4, 1995, the date set forth in the Notice of Trustee's Sale or the properly postponed sale date, Trustee sold the described property to Grantee, the highest qualified bidder present, for the sum of \$ 6,427,628.43

In Witness Whereof, the undersigned caused its corporate name and seal to be hereunto affixed.

Dated Jan. 10, 1995 SEASIDE FINANCIAL CORPORATION

By Ann E. Lederer
Vice President
By Maury
Assistant Secretary

STATE OF CALIFORNIA
COUNTY OF Los Angeles

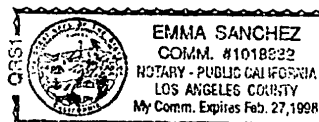
On January 10, 1995 before me, Emma Sanchez****
personally appeared Ann E. Lederer and Martha J. Loe****

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature Emma Sanchez

(Seal)



95059343

EXHIBIT A

PARCEL I:

BEGINNING AT THE MOST NORTHERLY CORNER OF THE LANDS DESCRIBED IN THE DEED FROM THE STATE OF CALIFORNIA, TO AMELIA REVIGLIO, DATED NOVEMBER 4, 1963 AND RECORDED DECEMBER 6, 1963 IN BOOK 4604 OF OFFICIAL RECORDS OF SAN MATEO COUNTY AT PAGE 744 (68079-W), SAID POINT ALSO BEING THE INTERSECTION OF THE SOUTHWESTERLY LINE OF THE BAYSHORE FREEWAY AND THE NORTHEASTERLY PROLONGATION OF THE LINE DESCRIBED WITH A LENGTH OF 175.46 FEET IN THE DEED TO LEW W. COOK, AND WIFE, RECORDED MARCH 20, 1959 IN BOOK 3567 OF OFFICIAL RECORDS OF SAN MATEO COUNTY AT PAGE 3; THENCE FROM SAID POINT OF BEGINNING ALONG SAID SOUTHWESTERLY LINE OF BAYSHORE FREEWAY, SOUTH 41° 59' 00" EAST 1187.08 FEET; THENCE SOUTH 89° 08' 07" WEST 315.84 FEET; THENCE NORTH 48° 58' 53" WEST 365.97 FEET; THENCE SOUTH 41° 01' 07" WEST 183.755 FEET TO THE EASTERLY BOUNDARY LINE OF THE RANCHO DE LAS PULGAS, AS PATENTED, BEING ALSO THE CENTERLINE OF INDUSTRIAL WAY (80 FEET WIDE); THENCE ALONG SAID CENTERLINE OF INDUSTRIAL WAY, NORTH 48° 58' 53" WEST 60.00 FEET; THENCE NORTH 41° 01' 07" EAST 183.755 FEET; THENCE NORTH 48° 58' 53" WEST 329.84 FEET TO THE WESTERLY LINE OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 3 WEST, MOUNT DIABLO BASE AND MERIDIAN; THENCE NORTH 303.86 FEET TO SAID NORTHEASTERLY PROLONGATION OF THE LINE DESCRIBED OF THE LINE DESCRIBED WITH A LENGTH OF 175.46 FEET IN THE ABOVE MENTIONED DEED TO COOK; THENCE ALONG THE LAST MENTIONED PROLONGATION LINE, NORTH 46° 30' 48" EAST 126.81 FEET TO THE POINT OF BEGINNING.

PARCEL II:

PORTION OF SECTION 18, TOWNSHIP 5 SOUTH, RANCH 3 WEST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF INDUSTRIAL WAY (80 FEET WIDE) BEING THE EASTERLY LINE OF RANCHO DE LAS PULGAS, AS PATENTED, WITH THE WESTERLY LINE OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 3 WEST, MOUNT DIABLO BASE AND MERIDIAN; THENCE FROM SAID POINT OF BEGINNING ALONG SAID WESTERLY LINE OF SECTION 18, NORTH 243.55 FEET; THENCE SOUTH 48° 58' 53" EAST 329.84 FEET; THENCE SOUTH 41° 01' 07" WEST 183.755 FEET TO SAID CENTERLINE OF INDUSTRIAL WAY; THENCE ALONG THE LAST MENTIONED LINE NORTH 48° 58' 53" WEST 170.00 FEET TO THE POINT OF BEGINNING.

PARCEL III:

ALL THAT CERTAIN REAL PROPERTY SITUATE PARTLY IN THE CITY OF REDWOOD CITY AND PARTLY IN THE CITY OF SAN CARLOS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA.

PORTION OF SECTION 18, TOWNSHIP 5 SOUTH, RANCH 3 WEST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF THE CENTERLINE OF INDUSTRIAL WAY (80 FEET WIDE) BEING THE EASTERLY LINE OF RANCHO DE LAS PULGAS, AS PATENTED, DISTANT THEREON SOUTH 48° 58' 53" EAST 230.00 FEET FROM THE INTERSECTION THEREOF WITH THE WESTERLY LINE OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 3 WEST, MOUNT DIABLO BASE AND MERIDIAN; THENCE FROM

95059343

SAID POINT OF BEGINNING NORTH 41° 01' 07" EAST 183.755 FEET; THENCE SOUTH 48° 58' 53" EAST 365.97 FEET; THENCE SOUTH 89° 08' 07" WEST 275.24 FEET TO SAID CENTERLINE OF INDUSTRIAL WAY; THENCE ALONG THE LAST MENTIONED LINE, NORTH 48° 58' 53" WEST 161.05 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM PARCELS I AND III THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT A POINT IN THE NORTHERLY BOUNDARY LINE OF LANDS CONVEYED IN THAT CERTAIN DEED FROM SAUL WITSCHNER, ET AL, TO METAL MACHINE MANUFACTURING, INC., DATED OCTOBER 1, 1958 AND RECORDED OCTOBER 3, 1958, IN BOOK 3468 OFFICIAL RECORDS, PAGE 89 (80537-Q) DISTANT THEREON, NORTH 89° 08' EAST (CALLED SOUTH 89° 12' 05" WEST IN SAID DEED) 105.49 FEET FROM THE MOST WESTERLY CORNER OF SAID LANDS; THENCE FROM SAID POINT OF BEGINNING, LEAVING SAID NORTHERLY BOUNDARY LINE, NORTH 46° 38' 30" EAST 86.73 FEET; THENCE SOUTH 43° 21' 30" EAST 79.45 FEET TO SAID NORTHERLY BOUNDARY LINE; THENCE ALONG SAID LAST MENTIONED LINE, SOUTH 89° 08' WEST 117.62 FEET TO THE POINT OF BEGINNING.

PARCEL IV:

A PORTION OF LANDS DESCRIBED IN THAT CERTAIN DEED FROM SAUL WITSCHNER, ET AL, TO METAL MACHINE MANUFACTURING INC. DATED OCTOBER 1, 1958 AND RECORDED OCTOBER 3, 1958 IN BOOK 3468 OFFICIAL RECORDS, PAGE 89 (80537-Q), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL AND RUNNING THENCE ALONG THE SOUTHWESTERLY BOUNDARY LINE THEREOF, BEING ALSO THE NORTHEASTERLY BOUNDARY LINE OF INDUSTRIAL WAY, NORTHWESTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 3674.71 FEET, A CENTRAL ANGLE OF 2° 14' 07", AN ARC DISTANCE OF 118.06 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE FROM SAID TRUE POINT OF BEGINNING LEAVING SAID SOUTHWESTERLY BOUNDARY LINE OF SAID LANDS, NORTH 46° 38' 30" EAST 74.14 FEET TO THE NORTHERLY BOUNDARY LINE OF SAID LANDS; THENCE ALONG SAID LAST MENTIONED BOUNDARY SOUTH 89° 08' WEST (CALLED SOUTH 89° 12' 05" WEST IN SAID DEED) 105.49 FEET TO SAID SOUTHWESTERLY BOUNDARY; THENCE ALONG SAID LAST MENTIONED LINE, SOUTHEASTERLY ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 3674.71 FEET, A CENTRAL ANGLE OF 0° 43' 05", AN ARC DISTANCE OF 71.35 FEET TO THE POINT OF BEGINNING.

PARCEL V:

A PORTION OF LANDS DESCRIBED IN THAT CERTAIN DEED FROM SAUL WITSCHNER, ET AL TO METAL MACHINE MANUFACTURING, INC. DATED OCTOBER 1, 1958 AND RECORDED OCTOBER 3, 1958 IN BOOK 3468 OFFICIAL RECORDS, PAGE 89 (80537-Q) MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHEASTERLY BOUNDARY LINE OF SAID LANDS, DISTANT THEREON NORTH 46° 38' 30" EAST 157.89 FEET FROM THE MOST SOUTHERLY CORNER THEREOF; THENCE FROM SAID POINT OF BEGINNING LEAVING SAID SOUTHEASTERLY BOUNDARY NORTH 43° 21' 30" WEST 38.58 FEET TO THE NORTHERLY BOUNDARY OF SAID LANDS; THENCE ALONG SAID LAST MENTIONED BOUNDARY NORTH 89° 08' EAST (CALLED SOUTH

89° 12' 05" WEST IN SAID DEED) 57.11 TO SAID SOUTHEASTERLY BOUNDARY; THENCE ALONG SAID LAST MENTIONED BOUNDARY SOUTH 46° 38' 30" WEST 42.11 FEET TO THE POINT OF BEGINNING.

05059343

EXHIBIT B

Inventory

April 1987

PRODUCTION

135 6" Leko Lites	12 6" top hats
22 10" Leko Lites	40 Green Rondels
20 3 1/2" Leko Lites	8 Slide Arms
12 Beam Projectors	12 C Clamps
86 Fresnel Lites	65 6" color frames
10 12 unit Strip Lites	16 10" " "
(all the above w/color frames)	1 600 watt variac
	1200 ft. #12 TW solid wire
104 Sheets Cinemoid Colors	1100 ft. #14 TW " "
91 " Roscoline "	10 Fad lamps
4 18" wood stools	4 500 BTL lamps
22 36" " "	18 750 EGF "
5 24" " "	16 150 Watt par lamps
3 Padded bar stools	7 Waper plug-in strips
1 Boxing ring pad	8 Brooks " " "
1 Boxing ring w/hardware	8 Zip extension cords
8 Rubber covered extension cords/ various lengths	1 Paper cutter
1 Sq. Plug in strip	3 Extension cords w/quad boxes
29 Music stands	38 Pin connectors
	29 Music stand lights
	27 Folding chairs
1 46 Dimmer Ward Leonard Light Board	
1 276 Circuit Patch Board	
1 46 Dimmer Rack	
13 6000 watt	3291 Theatre Chairs
33 3000 watt	
1 Mirror Ball w/motor	
4 Strobe Lights	
4 Color wheels	

(NOTE: SEE RESTAURANT PRODUCTION)

SOUND/AUDITORIUM (console psn)

4 Urei LA4 Compressors 4971A, 4957A, 5339A, 5315A
 2 Omni Craft GT-4 Noice Gates
 1 White Series 4000 1/3 Octave Equalizer #4003
 4 Yamaha Q1027 1/3 Octave Equalizer #2110, 2570, 1995, 2108
 1 Shure M57 Mic
 1 " 10 Band Graphic
 1 DBX Graphic
 1 Roland reverb RE201 #609163
 1 Fairchild reverb 659 #220
 1 JBL 5306 mixer #10498
 1 Kenwood cassette deck KX620 #220385
 1 PAL M92L #101
 1 Crown D150 #D536

PAGE 1 OF 17

95059343

1 Clear comm power supply #B001740
 1 PAL compressor
 1 Yamaha PM2000/32 channel sound board #3020
 1 Edcor ST-2A mic #842
 1 JVC 4RD-1406 (R to R) tape recorder #13616128
~~1 HMD-BAH-710-belt-pack~~
 1 PAL mini folded horn monitor
 1 Clear comm hand set
 1 HD 414 Sennheiser head phones
 2 Crown DC300 amps #A46 / A2182
 1 Yamaha pwr supply 2000 #1032
 1 Swintek wireless mic 4001 #WMS111th

LIGHT BOOTH

1 pr PAL mini monitors w/4" spkrs
 40 Adjustable & assorted mic stands
 1 HVC-2200 Video Camera
 4 PAL 8" monitors (hallway)
 1 Clear comm KB111 spkr
 1 Shure 545S mic
 1 Sony ECM 21
 2 Clear comm belt packs
 1 " " hand set & head phone
 1 R. Trol speed control (stage)
~~1 HMD-head-phone~~

STAGE/SOUND

1 Yamaha Concert Grand 7 ft, B230343
 1 Harbinger 18" drum monitor
 8 Harbinger 524 monitor wedge
 4 PAL 10" spkrs (T-Bars)
 4 " 3 channel pre-amp boxes
 2 Crown DC300 amps #A1271 / A2181
 2 prt. Edcore snake MD80P #11048 / 11013
 2 Fantastic Sound pwr supplies/pre-amps
 8 EV shotgun mics
 4 Altec dynamic mics
 4 A3 system 700w pwr amps
 2 A3 " 200w " "
 8 Harbinger 3 way (18" / 2-12") spkrs
 4 20" fans
 20 2/4 cables
 121 10 ft. jumpers 8520 / 3550

SOUND ROOM

1 Crown PSM 18 mic #2970
 1 Swintek WMS-11RAC #4001
 5 Countryman D1 direct input
 5 PAL passive quad mic mixer
 1 Shure SM 52 mic
 10 " SM 58 "
 5 " SM 57 "

95059343

2 " SM 56 "
 4 EV DS35 "
 3 EV 635A "
 6 Shure A15A Attenuators
 4 Sony ECM22 mic
 1 EV RE20 "
 5 Sony ECM21 "
 2 Shure A895U transformers
 45 Mic cables assorted lengths
 8 JBL 2470 drivers w/lense assembly
 1 Renkus-Hienz 2" driver w/horn
 5 Edcor multiplex snakes #11017,11013,11024,11020,11014
 1 Shure mic mixer M67
 1 AKG N66E pwr supply
 1 Vega wireless mic 1-0003 #3978
 1 EV monitor Sentry 1A
 1 Shure quad mixer
 1 RF modulator
 1 Wine Guard distribution amp
 1 Boss GE10 equilizer
 1 Realistic MPA20 amp
 1 " 100w MPA100
 1 University 100T amp
 1 Kenwood KA2000 amp
 1 Crown 300 amp #A102
 1 Teac record amp RA41
 1 DB 62124 pwr supply
 1 PAL 15v pwr supply
 1 PAL dual 15v pwr supply
 1 Harmon Kardon UPAL distribution amp
 1 Calrad pwr supply
 1 Harmon Kardon CA12 amp
 1 " " CA65 amp
 1 PAL 8 channel mixer
 1 PAL 5 band equalizer
 1 JBL 5231 electric network #10198
 1 Crown D150 amp #D1088
 1 Conn Tuner #86568
 2 PAL 8 channel mic snake
 2 JBL 6020 pwr supply #841304 / 341357
 14 ECM Sony mics
 8 Cerwin Vega 18" woofers
 4 JBL E120-16 12" spkr
 2 Shure Vocal Master coloum spkrs
 1 Realistic MPA35 amp #2201260
 8 Sony ECM21 mics
 1 Swintek body pack wireless mic
 2 MXR Dyna compressor
 2 JBL 2220A 15" spkrs
 2 " K120 12" spkrs
 2 " 2120 10" spkrs
 2 EV642 Shot gun mic #66152 / 6638
 2 Grundig T4830 (r to r) recorder
 1 EV 664
 5 Wall spkrs
 3 Oaktron replacement spkrs 5"
 1 Shure A15tg tone generator

PAGE 3 OF 17

95059343

- 1 Beyer DT302 head phone
- 1 JBL 2470 Driver w/horn
- 3 JBL replacement diaphragms
- 1 Shure SM58 mic
- 1 AXE SP100 head phone amp

MUSIC EQUIPMENT ROOM

- 1 PAL 16x3 Sound Console
- 1 Fender PA4100 amp #3392
- ~~2 HMB belt packs~~
- ~~2 Telex head phones~~
- ~~1 Mirror ball motor~~
- 1 Conga Drum
- 5 Piano benches
- 10 Drum thrones
- 3 Yamaha P2200 amps #13961,13629,14381
- 1 3ft. 19" rack
- ~~* 1 Mirror ball (#4*)~~
- ~~2 Light Lab LAL000 controller~~
- ~~1 L4001 controller/color~~
- 100 Piano replacement strings
- 1 Baldwin Upright Piano #743A
- 1 Hammond B3 organ
- 1 " organ spkr
- 1 Leslie organ spkr #28093
- 2 Fender Twin Reverb amps #A812336 / A94510
- 1 Fender Rhodes elec. piano 88 key/suitcase model
- 1 Fender Bassman 100/spkr #A3250 / 6458
- ~~* 1 Ice Skating rotating lights~~
- 1 Hohner Clavinet
- 2 2x4 tube tables
- 2 1 1/2x3 dollies
- 1 Arvon room heater
- 1 20 in. fan
- 5 Assorted Intru. Stands
- 2 Brass decorative stands

LOBBY

- 1 Piano 5'8" Yamaha Baby Grand Piano 100846C
- 11 5' padded benches
- 13 3' standards / 7 robes
- 21 Trash cans (sq.)
- 30 Cigarette receptacles
- 3 Padded stools
- 2 Photo lamp stands
- 4 3 x 6 tables
- 4 Merchandise stands
- 2 Ticket takers stands

BOX OFFICE

- 4 9 drawer ticket cabinets on casters

- 10 Wooden chairs

PAGE 4 OF 17

95059343

Multi-Level

3 Ticket racks
 2 "Will Call" ticket racks
 3 Handmade computer tables
 4 Sm. work tables (handmade)
 2 4 drawer file cabinets
 2 Walnut desks
 1 Pitney Bowes Tichometer 705 #12561
 1 Lg. work table 2 1/2 x 12
 1 Plastic change counter
 1 Comptroller adding machine #30SU21 **
 1 Remington Rand manual typewriter
 1 Adler 12P adding machine #76515653
 1 Hermes adding machine 365-12 #C975-173 **
 1 " " " #C966696 **
 1 Royal P310P #70777173
 1 Wooden w/attached shelf (handmade)
 1 Toastmaster heater 3 1/2 x 6 #0502095
 7 Assorted sized rubber floor pads
 1 Work bench (wooden) w/3 shelves
 1 3M VacIII copier #317964

MAIN BAR

** - Broken

5 Cash Registers National 1900's 3694026 1943 (31B)1C
 3530996 " "
 S720336KK 1943 (3-1A)1C
 4167489 1944 (3S-1B)1C
 FR872038 1944 (3-1B)1C

Unrepairable Cash Registers 3273697 1944 (3-1)1C
 3466600 1943 (3-1)1C

1 Hitachi ST-3401 Stereo #10403502
 1 Perlick 3 keg beer box
 113 Cocktail chairs
 9 2 ft. dia. cocktail tables
 33 1 1/2 ft. dia. cocktail tables
 1 Ice Machine
 1 Ice Bin
 4 Cash Registrar Stands
 4 Stanley Doucette Ice Bins
 2 " " triple sink

~~Main Bar~~

Cocktail Bar
 w/ Sinks

7 Trash cans/rollers
 3 Trash cans/rollers
 1 "Fast Service" sign
 4 Bar stools/padded
 1 Fire extinguisher
 1 4'x8' Mirroe
 1 Cutty Sark Glass Carosel
 Display

WINE BAR

1 National 1900 Cash Register (no serial #)
 2 Cash register stands,
 2 Bordeaux wine refrigeration units

2 2 door File Cabinets
 3 Metal padded chairs
 1 Craftsman tool box
 1 Wooden work table
 1 " cabinet w/doors
 1 " " w/shelve
 2 Padded bar stools
 1 IBM elec. type. **
 12 Wastepaper baskets
 1 Metal clothes rack
 2 Plastic coin holders
 1 Metal money tray
 3 Wire baskets
 1 Plastic file rack
 2 Metal file racks
 1 Bx. Developer
 1 Bx. Copy paper
 1 Typewriter stand
 1 Safe Underwriter
 gp.1 #94602
 6 Ticket Racks approx. 4'x3'
 w/covers

95059343

"C" LOBBY - BAR

2 National 1900 Cash Registers 4248412 1913 (3S-1) CR-SP
3646687 1943 (3-1B) 1C
1 Cube Master Ice Machine #QB02732753
Bin
1 Perlick 3 keg beer box
1 Polar King ice bin
1 Stanley Doucette double sink
3 Bar stools/padded
2 Chairs/folding
1 Fire Extinguisher B5A-2 (5 lb.)

"C" LOBBY

7 Trash cans
3 Cigarette Receptacles
Folding Chairs/connected - groups of:
8,7,7,7,7,7,4,2,2,
Tables:
6 2 1/2 x 2 1/2 (single post) Formica
1 2 x 2 1/2 " "
21 2 1/2 x 4 " "
3 2 1/2 x 2 1/2 (4 legs) " "
6 3 x 6 " (collapseable legs)
2 6 ft. dia. Wood

"D" LOBBY - BAR

2 National 1900 Cash Registers FR814288FF 1914 (B-1)1RP-10
4541945 1914 (3S-1)CR-SP
1 Perlick 3 keg beer box
1 Manitowac Series 400 Ice Machine
1 Bin
1 Stanley Doucette double sink #E707835
2 Polar King ice bins
1 Sears 1500 heater #340
1 Cash register stand
1 Fire extinguisher B5A-2 (5 lb.)
3 Bar stools
2 Trash cans

"D" LOBBY

7 Trash cans
3 Cigarette receptacles
Folding Chairs/connected - groups of:
8,7,7,7,6,5
Tables:
7 2 1/2 x 2 1/2 Formica
8 2 x 2 1/2

PAGE 6 OF 17

95059343

11 2 1/2 x 4. Tables

40 Sections / Portable Proscenium w/Skirting

12 Sections/Risers

RESTAURANT PRODUCTION

2 Comet spotlights	1 Koyo B&W TV Cam. #7601037
6 500w Leko lites	1 JVC 3040 TV #8208344
40 Par 56 lites	1 " TDB667 Cassette Decks
18 Spare Bar 56 lites	#1160634E
1 LP 500 #1172 Light Board	#11160870
2 Spectrum DX24 Dimmer Pack	1 Fisher VCR FV8960 #T374078609
#13150 & #13149	1 8 Ft. A frame ladder
46 AC Jumpers 5' & 10'	Assorted cables
36 Halo trade fixtures (& track)	1 Nova Beam 100 Video Projection
2 Exide Light Guard Emergency Lights	w/Motorized Screen
(Model FSS)	

RESTAURANT

Tables:

10	2 1/2 x 2 1/2	Formica/Single stand
7	2 1/2 x 2 1/2	" /4 legs
20	2 x 2 1/2	" /Single stand
10	2 x 2	Wood / " "
4	2 1/2 x 4	Formica/ " "
3	3 x 5	Wood / " "

Chairs: 278

RESTAURANT ENTRY

1 Large merchandise stand
1 Ticket takers stand
1 Bar Stool

B/S POWER ROOM

28 Eco/Air Disposable Air Filters #20202
60 Eco/Air " " #16252
1 cs. Facet Aire Air Filters 20x20x1
2 cs. Air Filters #16251
2 cs. Air Filters #16201

Light Bulbs:

60 pkgs. of 2 60w to 150w
50 pkgs. of 1 40w music stand
45 34w Fluorescent lamps
70 assorted Fluorescent lamps
30 100w colored outdoor flood

PAGE 7 OF 17

95059343

1 CO2 type PSH 10 fire extinguisher

1 6 ft. A-frame ladder

95059343

KITCHEN

458 Saucers	68 Plastic plate cover
392 Salad plates	132 6 1/2 oz. wine glass
201 Soup bowls	49 6 1/2 oz. wine glass
57 Desert bowls	(white)
10 Plastic "shell shaped" bowls	71 8 oz. Highball glass
7 Small casseroll dishes	7 Juice glasses
4 Banana split dishes	27 Footed pilsner glasses
385 Coffee cups	47 Restangle Sugar holder
113 Ashtrays	2 Hamilton blenders
218 Stainless steel ice cream dishes	1 Lg. wine opener
9 Large desert glasses	23 coffee cup trays
43 Liter wine decanters	
533 Water glasses	1 Time clock (Simplex)
213 Margarita glasses	1 Time card rack
121 Old fashioned glasses #5131	1 Cashier's counter
92 Whiskey sour glasses	1 Cash reg. stand
180 8 oz. Breeze glasses #3608	613 Dinner plates
638 4 1/2 oz. wine stem glasses #3570	1 Utility table
147 Short stem glasses #3566	3 Shelves
150 6 oz. Highbass glasses	2 Coffee counters
354 Champagne glasses	11 Rd. serving trays
140 Beer glasses	1 counter w/sink
11 12 oz. water goblets	14 Lg. serving trays
159 Shot glasses	1 Unidyne mic #2954V
32 Martini glasses	
9 Brandy snifters	1 National 1900 Cash Register
19 Chimney glasses	Serial #45420351814
1 Wolf Six burner gas stove/oven	(351) CRSPILC
2 Wolf Oven/grill	1 National Cash Register
1 Wolf Bar B Q grill	\$21-5-1-5-4LD1)
2 Frialator deep fryer w/3 fryer baskets	6400600
1 Warming counter	
1 Meat slicer SN527155 Model 500 Globe	
1 Butcher block table	
1 Double decker slow cooking oven	
1 5 rack oven	
1 Vegetable preparation table	
1 Sink	
1 Chopping board table	
1 Ice cream freezer	
1 Steel cabinet 3x6 2 door	
1 " " 2x4 2 door	
1 Steel counter w/one drawer 3x7	
1 Troulsen 2 door steel freezer 6 cu. ft.	
1 Toaster (4 slices) Toastmaster 102-2 #Z-5259	
1 Coffee maker 3 burners Bunn-O-Matic #69351	
1 " " " " Huggins Yount #H049068	
1 Magic Chef Microwave oven #AX000017244	
3 Bread racks	
11 Shelves w/trays	
1 Bread warmer Toastmaster 3 drawer #8D64RO	
1 Bar counter	
1 Bar counter w/cabinets	

95059343

1 4 door shelves for liquor	
2 Electric fans	
1 Cabinet for spices	
2 Service trays w/rollers	
1 Dishwasher Hobart XM-4 #142821	
1 Dishwasher counter w/sink	
1 Ice machine (Frigidaire)	
1 4 door 8x9 refrigerator	
1 2 burner stove (in pantry)	
2 Light bulb food warmer	
1 Edlund meat grinder	
1 Univex food processor	
101 Bread baskets	
8 Garbage cans	
2 Ice buckets	
1 Safe 2x3 (pantry)	
11 Pitchers	
1 ISE SS100 Garbage Disposal #375574	
1 Potatoe rinser	
1 Garlic Press	
3 15" Tongs	
4 12" Tongs	
2 Plastic laddles	
2 Wooden spoons	
3 Metal Ice scoops	
1 Plier	
4 Red plastic bread roll trays	
1 Fairbanks Morse 4T-3132 Scale SN#G686122	
19 12" skewer	
2 Sugar & cream holder	
1 Metal pounder	
862 Forks	
519 Butter knife	
14 China creamers	
6 Tea pots	
15 Ash trays	
9 Plastic silverware trays	
12 Dinner check trays	
36 Giant cookie sheet type trays	
19 Frying pans	
1 Hacksaw	
1 Metal pitcher	
17 Sq. shaped metal pans for warming	
2 Sm. metal cylind. containers	
1 Lg. 2 handed saute pan & lid	
4 Lr. boiling pots w/1 collander attachment	
3 Med. size collanders	
1 Strainer w/inner attachments	
2 Warming pan covers	
1 4 cup glass measuring cup	
2 Plastic boxes + 2 lids	
1 Pelouze 4-32 2 Lb. portion scale	
442 Steak knives	
377 Tea spoons	
128 Pepper shakers	
138 Salt shakers	
26 Plastic busboy dish pans 18x24	
	3 Draining spoons
	2 Spatula
	5 Spoons lg.
	12 Metal laddles
	5 Egg beaters
	2 Ice cream scoops
	1 Egg slicer
	2 Veg. grater
	1 Measuring cup
	1 Bell
	1 Cheese grater
	2 Strainers
	1 Check rack
	35 Silver creamers
	7 Coffee pots
	89 Candle holders
	12 Tall flower vases
	11 Glass racks
	1 Stapler
	26 Roasting pans
	5 Pots
	15 Warming pans 4"
	2 " 6"
	5 Round warming pans
	2 Lg. collanders
	8 Lg. mixing bowls
	1 Lg. Plastic bowl
	1 Knife sharpener
	12 Tin pie plates
	4 Rd. frying pan lids
	5 Med. plastic bowls
	8 Table spoons
	148 Tea cups (Chinese)
	55 Tea cup saucers
	12 Lg. Tea pot covers
	35 Sm. Tea pot covers

95059343

DRESSING ROOMS - FURNITURE

Star's Dressing Room:

1 Buffet table
1 Dresser
2 Lg. mirrors
1 Television
1 Chippendale beige leather chair
1 Refrigerator
1 Portable heatre
1 Carner group loung sofa (grey)

1 TV Stand
2 Rd. cocktail tables
1 White lamp shade
4 6 light bulb fixture
1 Clothes rack
1 Ref. stand
7 Directional light fix.

Star's Lounge:

1 Beige Sofa + cushions
1 Blond dining room table 4x8
2 Chrome occasional chairs (beige)

1 Beige love seat 2 cus.
1 Folding table 2 1/2x8
1 Black & Walnut waste-paper basket

1 Blue sofa + 3 cushions
5 Chairs
1 Desk
1 Plastic garbage can

1 Brown sofa + 8 cushions
5 Chairs
1 End table
1 Brown table lamp
3 Ash trays
1 Speaker

1 Black leather sofa + 3 Cushions
9 Chairs
1 Speaker
3 Ash trays
1 Garbage can plastic

Hallway:
1 Yellow sitdown + cushion
Row of 7 folding chairs
connected

Musician's Dressing Rooms:

8 Chrome & brown leather chairs
1 Orange velvet sofa
1 Coffee warmer Mod-Urn
2 Glass coffee pots
2 Yellow ash trays

11 Chrome & brown leather chairs
3 Yellow ash trays
1 Round metal wastepaper basket

Wardrobe Room:

8 Lg. sterno casserole warmers
2 Tin tubs (liners for baskets)
6 Clay saucers 8"
1 Sewing Machine Sears Kenmore
1 Gold color ice bucket
1 Pyrex pie plate

3 Lg. wicker baskets
5 Clay pots 8"
1 Lr. Clay planter 24"
1 Sew. Mach. table 8x8
7 Serving dishes 12"
23 Candles & holders (red)

9 Sm. clay pots 4"	13 Sm. candle holders
1 Westinghouse washing machine #SF20447	1 Coffee maker Electric
1 M. Ward 500 dryer	1 Electric warmer
1 Ironing board	1 Pipe clothes rack
1 Folding screen	4 Chrome & canvas chairs
1 Lazy Susan server	27 Trays
2 Chrome ice bucket stands	1 Cash box
1 Ice bucket	1 2 pot warmer Mod-Urn
1 Broiler oven GE A41943	2 Electric pot cooker
2 One pot warmer Toastmaster	7 Vases
4 Wooden chairs	1 Maple credenza
3 Wicker round baskets - sm.	1 Lg. door mirror 2x8
1 Sq. black electric clock 12x12	3 Ceramic bn. table lamps
1 Refrigerator	1 Electric fan
1 Microwave oven Sharp #10903665	1 Hanging lamp
6 Shelf cabinets	5 Lg. white garbage cans
1 Mannequin (for sewing)	84 Bath towels
7 Wash clothes	1 2x4 work table
2 Liner pans for sterno casseroles	17 Dinner plates
2 Salad plates	8 Soup bowls
1 Roasting fork	2 Ice tongs
2 Serving spoons	2 Gold serving knives
3 Potatoe peelers	1 Butter knife
6 Soupspoons	28 Tea spoons
1 3 pot warmer Farmer Bros. 85-9507	30 Forks
2 Proctor Silex Irons	28 Butter knives
1 Fire extinguisher	

SNACK BARS

A Lobby:

1 Polar King ice chest
~~1 Pretzel maker (lease?)~~
 1 Brewmatic coffee server 57-08275
 1 Popcorn warmer Acra Elect. Corp 7-74 SL-44026
 1 Wells hot dog warmer MDL-SMP #31577
~~1 Pretzel baker 1616 #707734~~
 1 Cold Draft ice machine
 1 Sink
 1 Merchandize stand
 1 Supply stand
 1 Schaefer ice cream freezer
 5 Garbage cans + tops
 1 Bar stool
 1 Wooden stool
 1 chair

B Lobby:

1 Polar King ice chest
 1 Brewmatic coffer server #57-08212
~~1 Pretzel warmer~~
 1 Wells hot dog warmer ("MDL" SMP #41844
 3 Supply stands
 1 Pop corn warmer ACRA Elect. 7-74 SL-44206
 1 Sink
 2 Wells hot plates H58249 & 8387

PAGE 12 OF 17

95059343

1 Schaefer freezer
2 Crosley freezers
1 Ico O Matic Ice Machine A440W #375
6 Metal wire racks
2 Bar stools
1 Fire ext.

95059343

WORKSHOP

4 A-frame metal ladders (lg)
 1 Extention ladder
 2 Pacer NSS vaccume cleaners (upright)
 1 " " MDL-M vaccum w/hose
 1 Singer poer master vac
 1 Holt buffer B-line #3 C08885
 5 Industrial size garbage cans
 2 File racks
 1 American Lincoln Trash Vac 9-01-03002
 1 Super Vac 30 #3704
 1 NSS Tank Vac #M3487
 1 " Colt 14 Tank Vac #011253
 1 " Super Suction Tank Vas
 1 Super Service Buffer (SP-17) #44 7-5022
 1 Minola Electra copier (EG101 #1629628
 1 2 cycle air blower
 1 Magna 11" band saw /table #43477
 1 Wisconsin H-D air cooled engine G40 #4900732
 1 Dewalt circular ripping saw 500268-00 #64061093
 1 Tenant 250 Parking lot sweeper
 5 Filing cabinets
 3 4x4 work benches
 2 4x10 work benches
 2 Saw horses
 3 2 door filing cabinets
 1 3 deck serving tray
 1 6x10 work bench
 1 Fire extinguisher
 1 Scaffolding platform (Lease?)
 1 Sinatra ramp w/carpeting
 1 Ping Pong table
 6 2x10 work benches
 1 Wardrobe rack
 1 Electronic's rack
 3 5 gal. cans of acrylic

114 Cocktail chairs	7 Wood ticket drawers
10 Assorted trash cans	2 Port fans
29 Folding chairs	21 Wicker baskets
11 Bar stools	17 Filing boxes
1 Garden sprayer	1 Sylvania 100 TV
19 Wooden drawers	10 Restaurant Chandeliers
1 Wheelbarrow	96 Light socket strips (Bloom's)
1 Ice Machine Uniflo Cold Draft Cuber Model #GBIA	

REHEARSAL HALL

298 Cocktail chairs	1 White couch
3 Bar stools	1 GE refrigerator
95 2 1/2 round cocktail tables	1 2 drawer file cabinet
1 3 drawer file cabinet	1 Register stand
2 Dixie cup dispenser	2 Bx. "D" size batteries
1 Road case 3x2	2 6" speakers
5 Napkin dispensers	2 Kold Wave air cooler
2 Motorized movie screens	7 Stage Dollies

95059343

2 Wood dolly	1 Dolly w/lg. castors
8 pc. orchestra railing	4 Stage ramps
30 Assorted sm. risers	1 Parking lot line painter
3 Rolls battleship lanoleum	16 Stage section/side skirting
1 Red carpet	4 Argus column spkrs.
4 Stair units	

1 cash reg. National 1900 3978981 1943 (3S-1) 1C
1 cash reg. 4962107 21-1-1-5 (B)1

TRAILER

~~Assorted theatre seat parts~~
Telephone sequencer
2 Mile High ice machines w/o bins
2 6x8 file drawer
1 Rolling file cabinet
1 File cabinet
~~4 cr. dividing display panels~~
1 Rear Projection Screen
1 2 Drawer file cabinet
1 4 drawer file cabinet

MARQUEE

LETTERS

12" sm.	562
16" md.	350
24" lg.	199

95059343

SECURITY OFFICE

- 1 Detecto Scale
- 1 Sussman Steamer
- 1 Mr. Coffee II
- 1 Lg. Safe/Safe Mnfrs. D1231/148165
- 1 Zenith 12" B&W TV
- 2 Sm. petty cash boxes (red)
- 1 Tan flowered table lamp
- 1 2 level/1 drawer file cabinet
- 3 Sq. blk. wastepaper baskets
- 1 2 pc. L-shaped 5 drawer office desk
- 1 Blue love seat sofa
- 1 Casio FR110-s electric calculator
- 1 Tozaj E-647 Solar calculator
- 2 15" Bright Star flash lights
- 1 Stapler
- 1 Scotch tape dispenser

Various mirrors

95059343

Mirrors

54 33" x 36"
2 30" x 84"
1 4' x 6'
8 2' x 7'
2 4' x 8'
14 18" x 24"
1 50" x 72"
1 16" x 16"
1 12" x 15"
1 20" x 72"
1 12" diameter round

Fire Extinguishers

3 General model WS800B
1 General model WS-LS900
2 Badger model WP61
1 Kidde Model WP-SS
1 American LaFrance model PH-A10
2 Ansul Oven Extinguisher
5 Assorted 5-lb. extinguishers

Air conditioners

1 Penncrest
1 Sears & Roebuck Model 10668960, serial 7M346333
1 General Electric Carrycord Model AT905LCL2, serial RD411282

Miscellaneous

Topsys International 4-wheel antique Popcorn carriage
2 cases plastic overs for neon light fixtures

95059343

1650

GRANT DEED (Individual) 158928 VOL 3468 PAGE 89

For value received SAUL WITSCHNER and JANET WITSCHNER, his wife and ROLAND LAMPERT and AUDREY LAMPERT, his wife and DONALD SEILER and RUTH SEILER, his wife

GRANT to METAL MACHINE MANUFACTURING, INC., a corporation

all that real property situate in the City of Redwood City

County of San Mateo, State of California, described as follows:

BEGINNING at the point of intersection of the Northeasterly prolongation of the center line of Garden Street as shown on the map entitled "Cordilleras Addition of Redwood City, San Mateo County, California" filed in the office of the County Recorder of San Mateo County on October 20, 1950 in Book 32 of Maps at page 27 with the Northeasterly line of Industrial Way as established by Deed to the City of Redwood City, dated July 12, 1956 and recorded July 20, 1956 in Book 3063 of Official Records at page 526; thence Southeasterly along said Northeasterly line of Industrial Way on the arc of a curve to the right tangent to a line which bears S. 46° 30' 53" E. from the last mentioned point and having a radius of 3674.71 feet through a central angle of 2° 37' 47" for an arc distance of 168.66 feet to the Northwestern line of lands described in Deed to Garrett J. Dobbins, et al, dated March 8, 1957 and recorded March 8, 1957 in Book 3185 of Official Records at page 727; thence along said Northwestern line N. 46° 38' 30" E. 200 feet, more or less, to a line drawn parallel with and 100 feet Southerly from the East and West quarter section line through the center of Section 18, T. 5 S. R. 3 W. M. D. B. & M. said parallel line being the Southerly boundary line of the lands formerly of the City and County of San Francisco; thence along said last mentioned line S. 89° 12' 05" W. 285 feet, more or less, to the North-easterly line of Industrial Way; thence Southeasterly along said Northeasterly line 22 feet, more or less, to the point of beginning.



Dated Oct 1 1958

+ Counsel Seiler

+ Ruth Seiler

+ Roland Lampert

+ Audrey Lampert

+ Janet Witschner

For Recorder's Use Only

STATE OF CALIFORNIA

Said County of San Mateo ss.

On 1st day of October, 1958,

before me, Virginia F. Swor, a Notary Public,

in and for said County and State, personally appeared

Roland Lampert, Audrey Lampert, Donald Seiler,

Ruth Seiler

known to me to be the persons whose names subscribed to the within instrument, and acknowledged to me that they executed the same.


Virginia F. Swor

Notary Public

My commission expires February 25, 1961

90
PAGE 3458
Vol. 3458

STATE OF CALIFORNIA,
said County of San Mateo
On this 2nd day of October in the year one thousand nine hundred and fifty-eight
before me, Virginia E. Swor, a Notary Public in and for the said
County of San Mateo, State of California, residing therein,
duly commissioned and sworn, personally appeared
Saul Witschner, Janet Witschner
known to me to be the person whose name is subscribed to the within instrument
and acknowledged to me that he executed the same.
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal
in the said County of San Mateo the day and year in this
certificate first above written.
Notary Public in and for the said County of San Mateo
My Commission Expires February 25, 1961
State of California.
158928



Cowdery's Form No. 32—Acknowledgment—General.
(C. C. Sec. 1189) 75898

Recorders' File No.

GRANT DEED

TO

WESTERN TITLE INSURANCE AND GUARANTY COMPANY
CIVIC CENTER OFFICE
140 VAN NESS AVENUE
DOWNTOWN OFFICE
114 MONTGOMERY STREET
GEARY BOULEVARD OFFICE
2100 GEARY BOULEVARD
PARKSIDE OFFICE
1100 TARAVAL STREET
SAN FRANCISCO
TELEPHONE UNDERHILL 3-0150

Order No. 31958
When recorded mail to

805370
Vol. 3458 PAGE 89
RECORDED AT REQUEST OF
SAN MATEO COUNTY TITLE COMPANY
Oct 3 9 55 A 1958
OFFICIAL RECORDS
SAN MATEO COUNTY
Notary Public
200

SAN MATEO COUNTY TITLE COMPANY
Redwood City, Calif.

4. SP-Legal Description 03_84091556

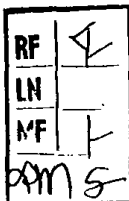
RECORDING REQUESTED BY

And When Recorded Mail This Deed and, Unless
Otherwise Shown Below, Mail Tax Statements To:

NAME Russell A. & Deborah B.
STREET ADDRESS Margiotta
CITY, STATE, ZIP 1661 Industrial Road
San Carlos, CA 94070

Title Order No. _____ Escrow No. _____

ACCOMMODATION ONLY



84091556

RECORDED AT REQUEST OF

CHICAGO TITLE COMPANY

AUG 17 11 15 AM 1984

MARVIN CHURCH, RECORDER
SAN MATEO COUNTY
OFFICIAL RECORDS

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$ NONE

COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,

OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING AT TIME OF SALE.

Monis E. Camins title for Chicago Title Co.
Signature of Declarant or Agent determining tax. Firm Name

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Robinwood Lane Corp., a California Corporation
hereby GRANT(S) to

Russell A. Margiotta and Deborah B. Margiotta, husband and wife
as Trustees under Declaration of Trust dated May 6, 1981 all of
its right, title and interest in
the following described real property in the
county of San Mateo *City of San Carlos*, state of California:

Per Exhibit "A" attached hereto and incorporated herein by this
reference.

Commonly known as 1661 Industrial Road, San Carlos, California

"THIS INSTRUMENT IS ENTERED FOR RECORD BY CHICAGO TITLE INSURANCE
COMPANY, INC., A CALIFORNIA CORPORATION, AND HAS BEEN EXAMINED AS
TO ITS EXECUTION OR AS TO THE EFFECT ON THE TITLE."

ROBINWOOD LANE CORPORATION, A
CALIFORNIA CORPORATION

Dated August 3, 1984

STATE OF CALIFORNIA } SS.
COUNTY OF _____

On _____ before me, the under-
signed, a Notary Public in and for said County and State,

By: *Thomas R. Friebe*
Vice-President

CORPORATE ACKNOWLEDGMENT

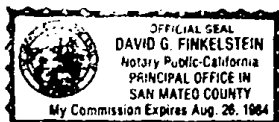
State of CALIFORNIA } SS.
County of SAN MATEO

On this the 8th day of August, 1984, before me,

DAVID G. FINKELSTEIN
the undersigned Notary Public, personally appeared

THOMAS R. FRIEBEL

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence
to be the person(s) who executed the within instrument as
VICE-PRESIDENT or on behalf of the corporation therein
named, and acknowledged to me that the corporation executed it.
WITNESS my hand and official seal.



David G. Finkelstein
Notary's Signature

84091556

ORDER NO. 802471

Exhibit A

The land referred to in this report is situated in the state of California, County of SAN MATEO, and is described as follows:

CITY OF SAN CARLOS

PARCEL 1:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF INDUSTRIAL ROAD (80 FEET WIDE) WITH THE NORTHWESTERLY LINE OF LANDS CONVEYED TO ASSOCIATED INVESTMENT COMPANY, A PARTNERSHIP BY DEED DATED AUGUST 24, 1954, AND RECORDED AUGUST 31, 1954 IN BOOK 2642 OFFICIAL RECORDS AT PAGE 161; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 46° 30' 48" EAST A DISTANCE OF 169.3 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING ALONG A CONTINUATION OF SAID NORTHWESTERLY LINE NORTH 46° 30' 48" EAST A DISTANCE OF 345.05 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE BAYSHORE FREEWAY; AS ESTABLISHED BY DEED FROM THE STATE OF CALIFORNIA RECORDED NOVEMBER 19, 1963 AT REEL 4594, IMAGE 361, OFFICIAL RECORDS OF SAN MATEO COUNTY; THENCE ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE BAYSHORE FREEWAY SOUTH 41° 59' EAST A DISTANCE OF 106.04 FEET, MORE OR LESS, TO A POINT IN A LINE DRAWN PARALLEL WITH AND 106.00 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE ABOVE MENTIONED NORTHWESTERLY LINE OF LANDS OF ASSOCIATED INVESTMENT COMPANY (SAID PARALLEL LINE HEREINAFTER REFERRED TO AS "LINE A"); THENCE SOUTH 46° 30' 48" WEST ALONG SAID "LINE A" A DISTANCE OF 302.26 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "B"); THENCE NORTH 43° 29' 12" WEST A DISTANCE OF 12.00 FEET; THENCE SOUTH 46° 30' 48" WEST A DISTANCE OF 40.00 FEET; THENCE NORTH 43° 29' 12" WEST A DISTANCE OF 94.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

TWO NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS AND PUBLIC UTILITIES DESCRIBED AS FOLLOWS:

EASEMENT 1

BEGINNING AT THE HEREINABOVE DESCRIBED POINT "B"; THENCE NORTH 43° 29' 12" WEST A DISTANCE OF 12.00 FEET; THENCE SOUTH 46° 30' 48" WEST A DISTANCE OF 40.00 FEET; THENCE NORTH 43° 29' 12" WEST A DISTANCE OF 12.00 FEET; THENCE SOUTH 46° 30' 48" WEST A DISTANCE OF 160 FEET, MORE OR LESS, TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INDUSTRIAL ROAD (80 FEET WIDE); THENCE SOUTH 48° 58' 50" EAST ALONG SAID RIGHT-OF-WAY LINE OF INDUSTRIAL ROAD TO A POINT IN HEREINABOVE DESCRIBED "LINE A" A DISTANCE OF 24 FEET, MORE OR LESS; THENCE NORTH 46° 30' 48" EAST ALONG SAID "LINE A" A DISTANCE OF 200 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EASEMENT 2

BEGINNING AT THE HEREINABOVE DESCRIBED POINT "B"; THENCE NORTH 46° 30' 48" EAST ALONG HEREINABOVE DESCRIBED "LINE A" A DISTANCE OF 132.00 FEET; THENCE SOUTH 43° 29' 12" EAST A DISTANCE OF 6 FEET; THENCE SOUTH 46° 30' 48" WEST A DISTANCE OF 132.00 FEET; THENCE NORTH 43° 29' 12" WEST A DISTANCE OF 6 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NO. 046-240-020 JOINT PLANT NO. 046-024-240-02

84091556

RECORDER'S OFFICE SAN MATEO COUNTY

5. SP-Legal Description 04_97076673

First American Title Guaranty Co.
Escrow No. 512154-A
First American Title Insurance Co.
Order No. 426991A-TD

RECORDING REQUESTED BY

City of San Carlos Planning Dept.

WHEN RECORDED MAIL TO

Michael Laughlin, Associate Planner
City of San Carlos Planning Dept.
600 Elm Street
San Carlos, CA 94070



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

Recorded at Request of
FIRST AMERICAN TITLE COMPANY

97-076673 06/25/97 04:23

Recording Fee: 32 - EQUINE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APPROVAL OF LOT LINE ADJUSTMENT

NOTICE IS HEREBY GIVEN that pursuant to Government Code Section 66412(d), and upon application of the undersigned owner(s) of record, the following lot line adjustment is hereby approved by the City of San Carlos by its Planning Director, in accordance with Chapter 7, Section 02.04 of the City Code and the City of Redwood City by its Planning Director, in accordance with Chapter 30, Section 30.13 of the City Code.

Property Being Adjusted:

All that real property situate in the City of San Carlos and the City of Redwood City, County of San Mateo, State of California, being (1) a portion of Parcel I and Parcel II, and being all of Parcel III, Parcel IV and Parcel V, as said parcels are described in that certain Trustee's Deed from Seaside Financial Corporation to California Commerce Bank, recorded June 9, 1995 as Series Number 95059343, Official Records of San Mateo County, and (2) all of Parcel I as said parcel is described in that certain Grant Deed from Robinwood Lane Corporation to Russell A. Margiotta and Deborah B. Margiotta, as Trustees under Declaration of Trust dated May 6, 1981, recorded August 17, 1984, as Series Number 84091556, Official Records of San Mateo County, and (3) an undivided 30% interest in Parcel I as said parcel is described in that certain Grant Deed from Russell A. Margiotta and Deborah B. Margiotta, his wife, to Ronald C. Asti and Linda M. Asti, husband and wife as Trustees under Trust Agreement dated November 16, 1978, recorded August 17, 1984, as Series Number 84091553, Official Records of San Mateo County. See Exhibit "C" for the adjusted parcel configuration, attached hereto and made a part hereof.

Description of Approved Property Configuration:

Approved Parcel 1 Configuration - See Exhibit "A" attached hereto and made a part hereof.

Approved Parcel 2 Configuration - See Exhibit "B" attached hereto and made a part hereof.

We, as owners of record, hereby acknowledge our consent to the above described lot line adjustment.

Dated 6.13.97

Dated _____

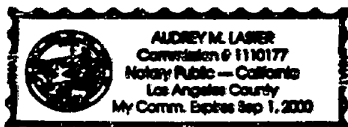
By [Signature] California Commerce Bank By _____
 Printed Name F. Friedrich Printed Name _____
 Title Senior Vice President Title _____

By [Signature] California Commerce Bank By _____
 Printed Name THOMAS LEVINE Printed Name _____
 Title SENIOR VICE PRESIDENT and General Counsel Title _____

STATE OF California)
) ss
 COUNTY OF Los Angeles)

On JUNE 13, 1997 before me, Audrey M. Lasner,
 a Notary Public in and for said County and State, personally appeared, F. Friedrich and Thomas Levine
 personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose
 name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the
 same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
 person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature: [Signature]
 My Commission Expires: 9-1-00

97-076673

We, as owners of record, hereby acknowledge our consent to the above described lot line adjustment.

Dated 6-23-97

Dated 6-23-97

By Russell A. Margiotta

By Linda M. Asti, Trustee

Printed Name Russell A. Margiotta Printed Name Linda M. Asti

Title _____

Title _____

By Deborah B. Margiotta, Trustee

By Ronald C. D. St.

Printed Name Deborah B. Margiotta

Printed Name Ronald C. D. St.

Title _____

Title _____

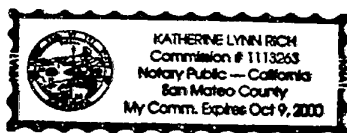
97-076673

STATE OF California)

COUNTY OF San Mateo) ss

On June 23, 19 97 before me, Katherine Lynn Rich, a Notary Public in and for said County and State, personally appeared, Russell A. Margiotta, Trustee personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

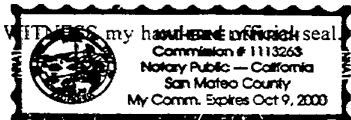


Signature: Katherine Lynn Rich

My Commission Expires: October 9, 2000

STATE OF California)
) ss
 COUNTY OF San Mateo)

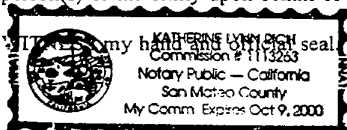
On June 23, 19 97 before me, Katherine Lynn Rich,
 a Notary Public in and for said County and State, personally appeared, Deborah B. Margiotta, Trustee
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose
 name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the
 same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
 person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



Signature: Katherine Lynn Rich
 My Commission Expires: October 9, 2000

STATE OF California)
) ss
 COUNTY OF San Mateo)

On June 23, 19 97 before me, Katherine Lynn Rich,
 a Notary Public in and for said County and State, personally appeared, Linda M. Asti, Trustee
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose
 name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the
 same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
 person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

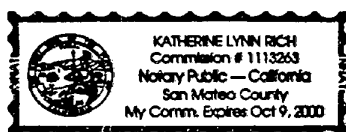


Signature: Katherine Lynn Rich
 My Commission Expires: October 9, 2000

STATE OF California)
) ss
 COUNTY OF San Mateo)

On June 23, 19 97 before me, Katherine Lynn Rich,
 a Notary Public in and for said County and State, personally appeared, Ronald C. Asti, Trustee
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose
 name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the
 same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
 person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



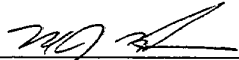
Signature: Katherine Lynn Rich
 My Commission Expires: October 9, 2000

97-076673

Planning Case No. _____

Approved by the City of San Carlos by:


Dated: June 16, 1997


Neal Martin, Planning Director

Planning Case No. _____

Approved by the City of Redwood City by:

Dated: June 16, 1997


Tom Passanisi, Senior Planner

97-076673

Brian Kangas Foulk

Engineers • Surveyors • Planners

June 13, 1997

BKF Project No. 975001-50

**PROPERTY DESCRIPTION OF
APPROVED PARCEL 1 CONFIGURATION**

ALL that real property situate in the City of San Carlos and the City of Redwood City, County of San Mateo, State of California, being a portion of Parcel I and Parcel II and being all of Parcel III, Parcel IV and Parcel V, as described in the Trustee's Deed from Seaside Financial Corporation to California Commerce Bank, recorded June 9, 1995, as Series Number 95059343, Official Records of San Mateo County, described as follows:

BEGINNING at the southwesterly corner of said Parcel II at the centerline of Industrial Way (80 feet wide); thence along the westerly line of said Parcel II North (the bearing North being used for the purpose of this description) 53.02 feet to a point distant 40.00 feet northeasterly, measured at a right angle, from said centerline of Industrial Way; thence leaving said westerly line of Parcel II parallel with and distant 40.00 feet northeasterly, measured at a right angle, from said centerline of Industrial Way South 48°58'53" East 220.17 feet; thence leaving said parallel line North 48°01'00" East 133.64 feet; thence North 41°59'00" West 220.81 feet; thence North 78.95 feet; thence North 48°01'00" East 132.19 feet; thence North 41°59'00" West 170.00 feet; thence North 48°01'00" East 41.50 feet; thence North 41°59'00" West 49.07 feet to a point from which the radial center of a curve having a radius of 60.00 feet bears North 39°21'02" West; thence southwesterly along said curve through a central angle of 21°41'29", an arc distance of 22.72 feet; thence South 72°20'27" West 33.28 feet to a tangent curve to the left having a radius of 70.00 feet; thence along said curve through a central angle of 72°20'20", an arc distance of 88.38 feet to the westerly line of said Parcel I; thence along the perimeter of said Parcel I the following four (4) courses: 1) North 114.94 feet; 2) North 46°30'48" East 126.81 feet; 3) South 41°59'00" East 1187.08 feet; 4) South 89°08'07" West 254.81 feet to the most easterly corner of said Parcel V; thence along the perimeter of said Parcel V the following two (2) courses: 1) South 46°38'37" West 42.11 feet; 2) North 43°21'23" West 38.58 feet to the most westerly corner thereof; thence along the southerly line of said Parcel I and Parcel III, South 89°08'07" West 117.62 feet to the most easterly corner of said Parcel IV; thence along the perimeter of said Parcel IV the following two (2) courses: 1) South 46°38'37" West 74.14 feet to a point from which the radial center of a curve having a radius of 3674.71 feet bears South 44°16'34" West; 2) southwesterly along said curve through a central angle of 01°06'45", an arc distance of 71.35 feet to the southerly line of

97-076673

Exhibit "A"

Page 1 of 3

June 13, 1997
BKF Project No. 975001-50

said Parcel III; thence along said southerly line South 89°08'07" West 56.06 feet to the most southwesterly corner of said Parcel III; thence along the southwesterly line of said Parcel III. Parcel I and Parcel II, North 48°58'53" West 391.05 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

BEGINNING at a point in the northerly boundary line of the lands conveyed in that certain Grant Deed from Saul Witschner, et al., to Metal Machine Manufacturing, Inc., recorded October 3, 1958, in Book 3468 at Page 89 (80537-Q), Official Records of San Mateo County, distant thereon, North 89°08'07" East (called North 89°08' East in said Trustee's Deed recorded as Series Number 95059343) 105.49 feet from the most westerly corner of said lands; thence from said POINT OF BEGINNING, leaving said northerly boundary line, North 46°38'37" East 86.73 feet; thence South 43°21'23" East 79.45 feet to said northerly boundary line; thence along said last mentioned line, South 89°08'07" West 117.62 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

COMMENCING at the most easterly corner of aforesaid Parcel 1 as said parcel is described in that certain Grant Deed from Robinwood Lane Corporation to Russell A. Margiotta and Deborah B. Margiotta, as Trustees under Declaration of Trust dated May 6, 1981, recorded August 17, 1984 as Series Number 84091556, Official Records of San Mateo County; thence southwesterly along the line common to said Parcel 1 (Series Number 84091556), and aforesaid Parcel I (Series Number 95059343), South 46° 30' 48" West 15.04 feet to the POINT OF BEGINNING; thence leaving said common line, South 15°03'06" East 44.56 feet to a tangent curve to the right having a radius of 45.00 feet; thence along said curve through a central angle of 84°16'48", an arc distance of 66.19 feet; thence South 69°13'42" West 40.72 feet to a tangent curve to the left having a radius of 50.00 feet; thence along said curve through a central angle of 33°51'48", an arc distance of 29.55 feet; thence South 35°21'54" West 7.01 feet to the westerly line of said Parcel I (Series Number 95059343); thence along said westerly line North 57.84 feet to said line common to said Parcel 1 (Series Number 84091556), and aforesaid Parcel I (Series Number 95059343); thence northeasterly along said common line, North 46° 30' 48" East 111.77 feet to the POINT OF BEGINNING.

97-076673

Exhibit "A"
Page 2 of 3

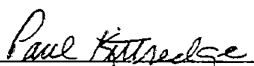
June 13, 1997
BKF Project No. 975001-50

The bearing "North" of the westerly line of said Parcel I as described in the Trustee's Deed from Seaside Financial Corporation to California Commerce Bank, recorded June 9, 1995, as Series Number 95059343, Official Records of San Mateo County, was taken as the Basis of Bearings for this description.

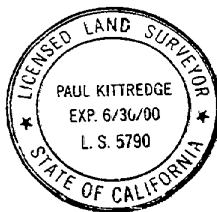
Containing a gross area of 6.983 acres, more or less, excluding the above described exceptions.

A plat showing the above described parcel is attached hereto and made a part hereof as Exhibit "C".

For BRIAN KANGAS FOULK:


Paul Kittredge, P.L.S. No. 5790
License Expires June 30, 2000

Dated: 6/13/97



97-076673

Exhibit "A"
Page 3 of 3

Brian Kangas FoulkEngineers • Surveyors • Planners
June 13, 1997

BKF Project No. 975001-50

**PROPERTY DESCRIPTION OF
APPROVED PARCEL 2 CONFIGURATION**

ALL that real property situate in the City of San Carlos and the City of Redwood City, County of San Mateo, State of California, being a portion of Parcel I as described in the Trustee's Deed from Seaside Financial Corporation to California Commerce Bank, recorded June 9, 1995, as Series Number 95059343, Official Records of San Mateo County, and being all Parcel I as described in the Grant Deed recorded August 17, 1984, as Series Number 84091556, Official Records of San Mateo County, described as follows:

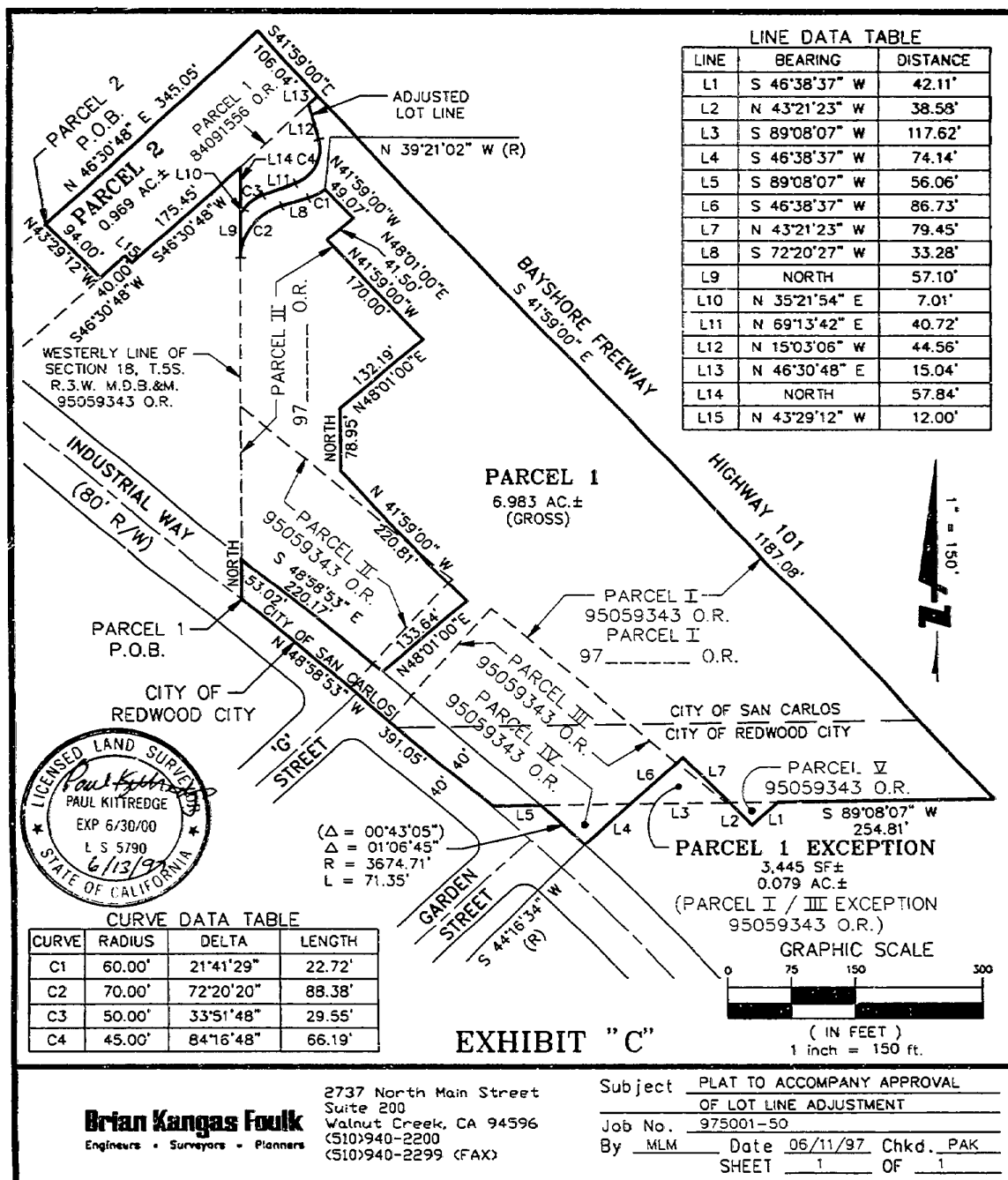
BEGINNING at the most westerly corner of said Parcel I (84091556), said corner being also a point on the northwesterly line of the lands conveyed to Associated Investment Company by Deed recorded August 31, 1954 in Book 2642 Official Records at Page 161; thence along said northwesterly line North 46°30'48" East 345.05 feet to the southwesterly right of way line of the Bayshore Freeway as established by Deed from the State of California recorded November 19, 1963, at Reel 4594, Image 361, Official Records of San Mateo County; thence along said southwesterly right of way line of the Bayshore Freeway South 41°59'00" East 106.04 feet, more or less, to a point on a line drawn parallel with and 106.00 feet distant southeasterly, measured at right angles, from the above mentioned northwesterly line of the lands of Associated Investment Company (said parallel line hereinafter referred to as "Line A"); thence along said "Line A" South 46°30'48" West 15.04 feet; thence leaving said "Line A" South 15°03'06" East 44.56 feet to a tangent curve to the right having a radius of 45.00 feet; thence along said curve through a central angle of 84°16'48", an arc distance of 66.19 feet; thence South 69°13'42" West 40.72 feet to a tangent curve to the left having a radius of 50.00 feet; thence along said curve through a central angle of 33°51'48", an arc distance of 29.55 feet; thence South 35°21'54" West 7.01 feet to the westerly line of said Parcel I (95059343); thence along said westerly line North 57.84 feet to said "Line A"; thence along said "Line A" South 46°30'48" West 175.45 feet to Point "B" as referred to in the description of said Parcel I (84091556); thence North 43°29'12" West 12.00 feet; thence South 46°30'48" West 40.00 feet; thence North 43°29'12" West 94.00 to the POINT OF BEGINNING. Containing an area of 0.969 acres, more or less.

A plat showing the above described parcel is attached hereto and made a part hereof as Exhibit "C".

For BRIAN KANGAS FOULK:

Paul Kittredge
Paul Kittredge, P.L.S. No. 5790
License Expires: June 30, 2000

Dated: 6/13/97Exhibit "B"
Page 1 of 1



6. SP-Legal Description 05_97076680

MAYER, BROWN & PLATT 6-23-1997 13:46

PAGE 4/12

MBP-Chicago

First American Title Guaranty Co.
Escrow No. 512154
First American Title Insurance Co.
Order No. 422437-TD



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

Recorded at Request of
FIRST AMERICAN TITLE COMPANY

97-076680 06/25/97 04:23

Recording Fee: 113- BDUAHE

UPON RECORDING, RETURN TO:

Thomas S. Reif
Mayer, Brown & Platt
190 South La Salle Street
Chicago, IL 60603

(99)

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions (the "Declaration") is made as of the 24th day of June, 1997, by and between MOZAD, L.P., a California limited partnership ("Mozart"), and HOMESTEAD VILLAGE INCORPORATED, a Maryland corporation (the "Homestead" and, collectively with Mozart, the "Declarant").

RECITALS:

- A. Mozart is the owner of certain real property located in San Mateo County, California, consisting of 6.43 acres of useable land, and legally described in Exhibit A attached hereto ("Mozart Land").
- B. Homestead is the owner of certain real property located in San Mateo County, California, consisting of 1.91 acres of useable land, and legally described in Exhibit B attached hereto (the "Homestead Land" and, together with the Mozart Land, the "Property").
- C. The parties hereto wish to grant to each various easements for the mutual benefit of the parties and the development of the Property on the terms and conditions set forth herein.
- D. Mozart intends to develop the Mozart Land as a first-class office complex. Mozart may then subdivide the Mozart Land. Homestead intends to develop the Homestead Land as a first-class, extended-stay hotel.

NOW, THEREFORE, Declarant hereby declares that the Property is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the covenants, conditions, restrictions and limitations hereinafter set forth, all of which are declared to be in furtherance of a plan for the development of the Property as a first-class office and extended-stay hotel complex and the subsequent lease or sale of the Property, or any part thereof, and are established for the purpose of enhancing and protecting the value, desirability

3245887.6 62797 1154C 97345896

37P

97-076680

and attractiveness of the Property. All covenants, conditions, restrictions and limitations shall run with the land and every part thereof and interest therein shall be for the benefit of and bind all parties having or acquiring any right, title, interest or estate in the Property or any part thereof, and shall inure to the benefit of and bind each and every successor in interest of the Owners thereof.

ARTICLE 1: DEFINITIONS

1.1 Agents. "Agents" means the officers, directors, employees, agents and partners of an Owner or Occupant.

1.2 Building. "Building" or "Buildings" means one or more of the buildings indicated on the Site Plan, including the covered parking structure depicted generally on the Site Plan.

1.3 Circle Star Sign. "Circle Star Sign" means the Circle Star sign located on the Mozart Land and visible from Highway 101, and "Circle Star Operator" means a third party to whom Mozart assigns its rights with respect to the Circle Star Sign.

1.4 Entryway Sign. "Entryway Sign" means the sign located at the entryway to the complex as depicted generally on the Site Plan.

1.5 Homestead Sign. "Homestead Sign" means the freeway-oriented sign located on the Mozart Land as depicted generally on the Site Plan.

1.6 Homestead. "Homestead" means Homestead Village Incorporated and its successors, transferees and assigns.

1.7 Improvements. "Improvements" means all building, outbuildings, structures and anything erected, built, placed, installed or constructed on, over or under the Property, including, but not limited to, all Outdoor Area Improvements.

1.8 Invitees. "Invitees" means the contractors, customers, visitors, invitees, licenses and concessionaires of an Owner or Occupant.

1.9 Maintenance Charges. "Maintenance Charges" means the total of all direct, out-of-pocket costs and expenses incurred by the Owners (or the Manager under the Management Agreement) in connection with the management, maintenance, operation and repair of the Outdoor Area and Outdoor Area Improvements, as outlined in Exhibit D, and any management fee due the Manager under the Management Agreement.

1.10 Management Agreement. "Management Agreement" means any Property Management Agreement entered into between the Owners and the Manager. The Owners may

delegate certain of their rights and obligations under this Declaration to the Manager under the Management Agreement.

1.11 Manager. "Manager" means Mozart Development Company or any other Person assuming the duties and obligations of the Manager pursuant to Article 7. Any Manager other than Mozart Development Company shall be selected as provided in Article 7

1.12 Mozart. "Mozart" means Mozad, L.P., and its successors, transferees and assigns.

1.13 Mortgage and Mortgagee. "Mortgage" means any mortgage, deed of trust or other security instrument given in good faith and of value which constitutes a first mortgage lien on all or any portion of the Property. "Mortgagee" means the holder from time to time of a Mortgage.

1.14 Occupant. "Occupant" means any Person which is in possession of or otherwise occupying all or part of the Property, whether as an Owner, lessee, sublessee, licensee or other occupancy agreement entered into with the Owner or a lessee of such portion of the Property.

1.15 Outdoor Area. "Outdoor Area" means all areas of the Property except for the interior of the Buildings, the exterior surfaces of the Buildings, the space occupied by the Buildings, the plaza area located between the two buildings located, or to be located, on the Mozart Land, and the enclosed parking structure located, or to be located, on the Mozart Land..

1.16 Outdoor Area Improvements. "Outdoor Area Improvements" means all improvements heretofore constructed as a part of the Outdoor Area and such other improvements as the Owners may from time to time construct or install and designate as Outdoor Area Improvements, including, without limitation, all parking areas, walkways, roadways, drive aisles, fountains and landscaping.

1.17 Owner. "Owner" means any Person which is (a) the record owner of fee simple title to all or part of a Parcel, (b) a lessee or manager designated by a fee owner, or (c) any Mortgagee in possession of all or part of a Parcel.

1.18 Parcel. "Parcel" means each parcel of real property that is a portion of the Property and which has resulted from a division of the Property as contemplated by the Subdivision Map Act, Government Code Section 66410 et seq. and as shown by the Official Records of San Mateo County, California. Each Parcel shall be a separate tax lot.

1.19 Permittees. "Permittees" means the Agents and Invitees of an Owner or Occupant.

1.20 Person. "Person" or "Persons" means one or more individuals, partnerships, associations, corporations or other entities.

1.21 Share. "Share" means share of certain items of expense or liability to be allocated between or among the Owners as set forth on Exhibit D attached hereto. If the Mozart Land is subdivided, the Owners of the subdivided Mozart Land Parcels shall each be responsible for an equal part of the Share allocated to the Mozart Land as set forth on Exhibit D. The Share allocated to the Homestead Land shall remain unaffected by any subdivision of the Mozart Land.

1.22 Site Plan. "Site Plan" means the site plan attached hereto as Exhibit C.

ARTICLE 2: USE AND OPERATING RESTRICTIONS

2.1 Uses of Property. The Property shall be used for a first-class extended-stay hotel and office complex. No other uses of the Property shall be allowed without the prior unanimous written consent of all of the Owners.

2.2 Prohibited Uses. No use or operation shall be made, conducted or permitted on any part of the Property that constitutes, results in or requires:

- (a) Any public or private nuisance;
- (b) Any noise or sound that is objectionable due to intermittence, beep, frequency, shrillness or loudness, except for security devices that have been approved by the Owner of the Parcel within which such security devices will be located, or soundmaking devices that are required by governmental authorities having jurisdiction over the affected portion of the Property;
- (c) Any ground vibration that is perceptible, without instruments, at any point along any exterior lot line, or any disruptive radio, television, microwave or electronic above-ground transmission beyond the boundaries of the Parcel;
- (d) Any fumes, obnoxious odors, smoke, radiation, gases or vapors;
- (e) Any dust, dirt or ash in excessive quantities;
- (f) Any fire, explosion or other damaging or dangerous hazards (except that normal cooking operations may be conducted in any food preparation facility located on the Property);
- (g) Any drilling for removal of subsurface substances;
- (h) Any distillation, refining, smelting, industrial, agricultural, drilling or mining operation; or

(i) Any dumping, disposal, incineration or reduction of garbage or refuse, other than handling or reducing such waste if produced on the Property from authorized uses and if handled in a reasonably clean and sanitary manner.

2.3 Signage.

(a) The Circle Star Sign. Mozart shall have the exclusive right to use the Circle Star Sign, which shall be located or relocated on the Mozart Land. Mozart may assign or transfer its rights in the Circle Star Sign to a third party who will construct and operate a signage structure that may include video and other forms of electronic advertising. Such assignee or transferee shall not become an Owner of any Parcel, but shall have the exclusive right to use the Circle Star Sign in accordance with the requirements of this Declaration. Mozart, or the party to whom it transfers or assigns its rights to the Circle Star Sign, shall be solely responsible for the operation, maintenance and repair of the Circle Star Sign.

(b) The Homestead Sign. Homestead shall have the exclusive right to install and use the Homestead Sign. The cost of maintenance, operation and repair of the Homestead Sign shall be the sole responsibility of Homestead. Homestead shall maintain the Homestead Sign in a manner that is consistent with the operation of a first-class extended-stay hotel and office complex.

(c) Shared Entryway Sign. Mozart and Homestead shall have the shared right to use the Entryway Sign to be erected at the entryway to the Property in accordance with the Site Plan. The Entryway Sign shall be used solely to designate Occupants, Permittees, and other users of the Property. The Entryway Sign shall be used in a manner that is consistent with a first-class office and extended-stay hotel complex and in harmony with the design and location of the Entryway Sign. Mozart shall be entitled to use 67% of the useable area of the Entryway Sign, and Homestead shall be entitled to use 33% of the useable area the Entryway Sign. If the Mozart Land is subdivided, the Owners of the subdivided Mozart Land shall divide equally the use of the useable area of the Entryway Sign allocated to Mozart.

(d) Signs and Banners on Buildings. All signs, symbols, advertisements or billboards installed or used on any portion of a Building on the Property shall conform to applicable signage criteria of the sign program approved by the City of San Carlos, and, where applicable, the City of Redwood City. In no event shall any banners, balloons, inflated figures or other lighter-than-air devices be tethered, tied to or otherwise affixed or flown from or in any portion of the Property so as to be visible from the exterior of any Building without the prior written consent of all of the Owners; provided, however, that an Owner may use such items on a temporary basis in junction with a grand opening or on occasion in connection with special, one-day events (such as company picnics) without such prior written approval, so long as such Owner (i) gives the other Owners written notice of such special event at least ten (10) business days in advance of such special event, (ii) uses its best efforts to minimize any interference which the use of such items may cause to activities of the Owners, Occupants and/or Permittees

of the other Parcel, and (iii) removes all such items promptly following the conclusion of such special event at its sole cost and expense.

2.4 Exterior Sound Systems. No loud-speakers or other devices for the production or projection of sound or noise on the outside of any Building shall be permitted without the written approval of all Owners.

2.5 Waste and Refuse. All Occupants shall regularly remove all waste and refuse from their premises. No Owner or Occupant shall permit or cause any waste or refuse to be kept on any portion of the Outdoor Area except in the disposal areas or containers designated for such purpose. Each Parcel shall have its own exclusive waste and refuse enclosure area.

2.6 Outside Storage and Equipment. No materials, supplies, equipment or products shall be stored or permitted to remain on any portion of the Outdoor Area without the prior written approval of the Owners. Such storage shall be permitted only where screened from view by a permanent wall or other appropriate screen compatible with such Building's design. Approval shall not be required for storage of materials, equipment and supplies in relation to and as a part of the construction of Improvements on the Property, provided that such materials, equipment and supplies are removed immediately upon completion of construction.

2.7 Temporary Structures. No temporary buildings or other temporary structures shall be permitted on the Property, except for construction purposes during the construction of Improvements.

2.8 Barriers. No fence, wall, structure or other barrier of any kind (except as specifically permitted herein) shall be placed, kept, permitted or maintained upon the Outdoor Area without the prior written consent of the Owners.

2.9 Drainage. There shall be no interference that significantly alters the established drainage pattern over any portion of the Property.

2.10 Selling Activities. There shall be no goods or services sold or offered for sale or displayed in the Outdoor Area other than outdoor selling or promotion in connection with irregular or special events, which shall require the prior written consent of the Owners and shall not unreasonably interfere with the flow of traffic or parking.

ARTICLE 3: IMPROVEMENTS

3.1 General. Each Building on the Property has been designed to be of first quality construction performed in a first-class manner and to be architecturally and aesthetically compatible and harmonious with the other Buildings on the Property. Any work done pursuant to this Article 3 shall be performed in a first-class manner in compliance with all applicable governmental rules and regulations and all provisions of this Declaration. No modifications to

any existing Building shall be approved under this Article that will adversely affect the fire resistivity of such Building.

3.2 Development of Property. Each Owner shall comply with all conditions of approval imposed by the City of San Carlos in connection with the development of such Owner's Parcel. Mozart shall have the right to subdivide the Mozart Land into two or more parcels, and to develop each such subdivided Parcel independently.

3.3 Maintenance of Buildings. Each Owner shall maintain or cause to be maintained at its expense any Building located on such Owner's Parcel, in good order, condition and repair, commensurate with the operation of a first-class extended-stay hotel and office complex. Building maintenance shall include periodic washing of exterior surfaces of the windows and painting of any painted surfaces on the exterior of the Building. If an Owner fails to repair or maintain the exterior of a Building as required by the terms of this Section 3.3, the other Owner(s) shall provide written notice thereof to the Owner in accordance with the notice provisions hereof. If the Owner does not commence such maintenance or repair work within thirty (30) days after its receipt of such notice and does not thereafter prosecute such work diligently to completion, then the other Owner(s) shall have the right, but not the obligation, to clean the exterior surfaces of the Building, repair and replace broken glass on the exterior of the Building, paint any customarily painted surfaces of the exterior of the Building and undertake other similar maintenance or repairs reasonably necessary to maintain the aesthetic appearance of the exterior of the Building. Within ten (10) days after demand therefor, the Owner shall reimburse the other Owner(s) for the cost of all such maintenance and repair, together with an amount equal to ten percent (10%) of the cost thereof to compensate the other Owner(s) for the administrative burden incurred. In the event that such cost is not paid within the ten-day period, the other Owner(s) may enforce collection thereof in accordance with Article 7 below.

3.4 New Construction, Additions and Alterations. After the initial construction of the Improvements on a Parcel, all new construction thereafter and any material exterior change, addition, alteration or modification of any existing Improvement (collectively, "modifications") shall be consistent with the standard set forth in Section 3.1 above. Prior to making any material exterior modifications, the Owner who desires to make such modifications shall submit to the other Owners whatever portion of its plans, specifications, drawings and other pertinent information is necessary for the other Owners to adequately review the exterior design, color and elevations that are proposed for such Improvement, and to either approve or disapprove of the same. The prior written consent of the other Owners shall be required and shall be obtained prior to any such modification, provided that nothing herein shall preclude an Owner or other interested Person from reconstructing a damaged or destroyed Improvement to its condition existing immediately prior to such damage or destruction (subject to any modifications required by law) or require the approval of the other Owners as a condition to such reconstruction. No Owner may arbitrarily or unreasonably withhold or delay its approval of such plans and specifications if they are consistent with the plans and specifications of the existing Improvement.

3.5 Repair or Restoration. In the event that an Owner's Improvements are damaged or destroyed, within one hundred eighty (180) days after such damage or destruction, such Owner, subject to the rights of any Mortgagee, shall determine in its sole discretion whether or not to restore the affected property and shall notify the other Owners of its decision. If such Owner elects to restore the affected property, then it shall be obligated, subject to the rights of any Mortgagee, to diligently rebuild, replace and repair, within a reasonable period of time, any damaged or destroyed Improvements located on its Parcel, substantially to the same general appearance as existed immediately prior to such damage or destruction and in compliance immediately prior to such damage or destruction and in compliance with all applicable federal, state or local laws, ordinances and regulations. If such Owner elects not to restore the affected property, then it shall be obligated, subject to the rights of any Mortgagee, to diligently raze and remove, within a reasonable period of time, all damaged or destroyed Improvements located on its Parcel and undertake whatever action is reasonably necessary to return the Parcel to a safe, sightly and landscaped condition. In either event, such Owner shall diligently rebuild, replace and repair, within a reasonable period of time, any damaged or destroyed Outdoor Area Improvements located on its Parcel, substantially to the same design, construction and general appearance as existed immediately prior to such damage or destruction, including, if other Improvements remain or are to be reconstructed, an obligation to landscape the affected Parcel in a manner consistent with the landscaping on Property in general prior to such damage or destruction.

3.6 Palm Trees. The landscaping for the Outdoor Area includes palm trees with a minimum height of twenty (20) feet cleared trunk, not including fronds, head and root ball. In the event of loss or destruction, such palm trees shall be replaced with palm trees of equal minimum height.

3.7 Security. Each Owner shall be responsible for security on its Parcel, including the Outdoor Area and Outdoor Area Improvements located on the Parcel.

ARTICLE 4: GRANT OF EASEMENTS

4.1 Grant of General Easements. Any conveyance of any portion of the Property shall include the following appurtenant easements on, over, across and under the Outdoor Areas of all other portions of the Property for the benefit of the conveyed portion, and any portion of the Outdoor Area included in such conveyance shall be subject to the following appurtenant easements for the benefit of all other portions of the Property not included in such conveyance:

(a) Access Road and Drive Aisles. Nonexclusive easements for the purpose of vehicular and pedestrian ingress and egress by Owners, Occupants and Permittees on, over and across the access road into the Property and all drive aisles and parking areas now or hereafter constructed on the Property.

(b) Walkways. Nonexclusive easements, within the Outdoor Area only, for the purpose of pedestrian passage of Owners, Occupants and Permittees on, over and across all walkways now or hereafter constructed on the Property, except those within fifteen feet (15') of the main entrance to any Building.

(c) Cross Drainage Easement. Nonexclusive easements on, over, across and under all paved or unpaved surfaces of the Property at locations where storm water drainage from other portions of the Property crosses on, over, across or under such portion of the Property for the benefit of all other portions of the Property, for purposes of conveying such drainage to public drainage systems, as generally depicted on the Site Plan.

(d) Utilities. Nonexclusive easements, which easements shall be located five feet (5') on either side of the centerline of any utilities installed, and 5' surrounding all vaults and boxes relating thereto, on, over, across and under the utility easement areas on the Property, as generally depicted on the Site Plan, for the purpose of operation, maintenance, inspection, removal, replacement and repair from time to time of the electric, gas, telephone, cable, water, sanitary sewer, and storm water sewer lines located, or to be located, therein.

(e) Communication Easements. Nonexclusive easements, which easements shall be located five feet (5') on either side of the centerline of any communications lines installed, within the communication easement areas on the Property, as generally depicted on the Site Plan, for the purpose of the installation, repair, operation, maintenance, replacement and repair from time to time of underground communication facilities located within such easement areas, including without limitation, all necessary and proper conduits, lines, protective devices and other communication apparatus and equipment.

(f) Storm Drainage Easements. Nonexclusive easements, which easements shall be located five feet (5') on either side of the centerline of any storm drainage lines installed, within the storm drainage easement areas on the Property, as generally depicted on the Site Plan, for the purpose of the installation, repair, operation, maintenance, replacement and repair from time to time of underground storm drainage facilities located within such easement areas, including without limitation, all necessary and proper lines, pipes, pumps, protective devices and other storm drainage apparatus and equipment.

4.2 Grant of Specific Easements. Homestead and Mozart hereby grant the following specific appurtenant easements:

(a) Parking Spaces. Homestead grants to Mozart, for the benefit of the Mozart Land, a nonexclusive easement to use 36 parking spaces located on the Homestead Land between the hours of 8:00 a.m. and 5:30 p.m., Monday through Friday. During the period beginning when a Building Permit is issued for the second office building and parking structure planned for construction on the Mozart Land under the Site Plan, and ending upon the earlier to occur of (i) the issuance of a Certificate of Occupancy for the covered parking structure planned for construction on the Mozart Land, and (ii) the date twelve (12) months after the date the building

permit for such covered parking structure is issued, Homestead further grants to Mozart, for the benefit of Mozart Land, a nonexclusive easement to use an additional twenty-three (23) parking spaces ("Additional Spaces") located on the Homestead Land, for a total of fifty-nine (59) spaces, during the hours of 8:00 a.m. and 5:30 p.m., Monday through Friday. If Homestead determines that the additional spaces unreasonably interfere with Homestead's business, Homestead may give written notice to Mozart and Mozart shall then have 10 days in which to mitigate the interference, at Mozart's expense. Such mitigation shall be offsite or on the south end of the Mozart Land, or as otherwise reasonably agreeably to Homestead.

(b) Parking Spaces. Mozart grants to Homestead, for the benefit of the Homestead Land, a nonexclusive easement to use 36 parking spaces located on the Mozart Land, but not including any parking spaces in the covered parking structure planned for the Mozart Land, between the hours of 5:30 p.m. and 8:00 a.m., Monday through Friday and all day on Saturday and Sunday.

(c) Homestead Sign. Mozart grants to Homestead, for the benefit of the Homestead Land, an easement for access, use, operation, maintenance, repair and restoration of the Homestead Sign and an easement for the installation, maintenance, and repair of a conduit for utilities from the Homestead Property to the Homestead Sign.

(d) Entryway Sign. Homestead grants to Mozart, for the benefit of the Mozart Land, an easement for access, maintenance, repair and use of the Entryway Sign.

(e) Circle Star Sign. Mozart may assign and transfer its rights in the Circle Star Sign to the Circle Star Sign Operator. Mozart and Homestead each grant to the Circle Star Sign Operator, for the benefit of the Circle Star Operator, and its successors, transferees and assigns, an easement on and across the Mozart Land and across the Homestead Land for access, use, maintenance, operation, repair and restoration of the Circle Star Sign. The Circle Star Sign Operator may assign or transfer this easement to a third party, and this easement shall inure to the benefit of the successors, transferees or assigns of the Circle Star Sign Operator; provided, however, the terms of this easement as set forth herein shall be binding on any such successors, transferors, and assigns.

(f) Interference with Signs. Neither Owner may erect any Sign or other structure on its Parcel that obstructs or blocks the view corridor between the Circle Star Sign or the Homestead Sign and Highway 101.

4.3 Relocation of Easements. The Owner of a Parcel burdened by any of the easements created under this Article 4 shall have the right to relocate on its Parcel any such easements, provided that such relocation is performed only after the Owner has given thirty (30) days' prior written notice of its intention to do so to the Owner of the other Parcel, and such relocation (a) will not unreasonably interfere with or diminish the enjoyment of the easement by the Owner of the other Parcel; (b) will not reduce or unreasonably impair the usefulness or

function of any such easements; and (c) is performed without cost or expense to the Owner of the other Parcel.

4.4 Duration of Easements. Except as expressly specified herein to the contrary, the easements created under this Article 4 are perpetual; provided, however, that if any single Owner becomes the sole owner of both Parcels, such single Owner shall have the right, but not the obligation, to terminate such easements upon the recordation of a notice of such termination in the Official Records of San Mateo County, California.

4.5 Easements to Run with the Land. The easements granted herein shall run with the land and shall inure to the benefit of, and shall be binding upon, the Owners, their respective heirs, successors and assigns.

4.6 Due Care. Each Owner shall use due care in the exercise of the rights granted in this Article 4 so as to cause the least practicable interference with the operation of the remainder of the Property. Each Owner, at its expense, shall promptly repair, replace or restore any and all Improvements or other property which have been damaged or destroyed in the exercise of the easements granted to such Owner hereunder. To the extent permitted by law, each Owner shall indemnify, defend and hold harmless all other Owners against all claims, costs, expenses (including attorneys' fees), and liabilities arising from the use of the easements granted to such Owner.

ARTICLE 5: OPERATION AND MAINTENANCE OF OUTDOOR AREA

5.1 Possession. Each Owner may, at any time, remove, exclude and restrain any Person from the use or occupancy of the portion of the Outdoor Area on its Parcel, except for Owners, Occupants and Permittees who make use of such area in accordance with the provisions of Article 4. In addition, each Owner shall have the right to close off the Outdoor Area on its Parcel for such reasonable periods of time as may be legally necessary to prevent the acquisition of prescriptive rights by anyone. Before closing off any part of the Outdoor Area as provided above, such Owner shall give notice to the other Owners of its intention to do so and must coordinate its closing with the activities of the other Owners so that no material interference with the operation of the Property occurs.

5.2 Changes in Outdoor Area. Unless required by a governmental entity having authority over the matter, the location, size and design of the Outdoor Area and Outdoor Area Improvements, including, without limitation, all parking areas, walkways, drive aisles, and landscaping shall not be materially altered from the design thereof depicted on the Site Plan, without the unanimous written consent of the Owners.

5.3 Management of Outdoor Area. The Outdoor Area shall be managed, controlled, maintained and operated in a first-class manner by the Owners; provided, however, that the Owners may delegate such responsibilities to the Manager pursuant to the terms of the

Management Agreement; and provided further, however, that neither the Owners nor the Manager shall be responsible for the operation, maintenance or repair of the Circle Star Sign or the Homestead Sign, which shall remain the sole responsibility of the Circle Star Sign Operator and Homestead, respectively.

5.4 Rules and Regulations. In the management and operation of the Outdoor Area, the Owners may from time to time adopt and thereafter enforce reasonable rules and regulations pertaining to the use of the Outdoor Area by Owners, Occupants and Permittees. All such rules and regulations and other matters affecting the use of the Outdoor Area shall apply equally and be enforced without discrimination with respect to the Owners, Occupants and Permittees.

5.5 Cost of Maintenance and Operation. Each Owner shall be obligated to pay its Share of the Maintenance Charges.

5.6 Cost of Utilities. Each Owner shall be responsible for the full cost of any utilities used in connection with the maintenance and operation of that portion of the Outdoor Area situated within the boundaries of such Owner's Parcel and that portion of the public right-of-way for Industrial Road immediately adjacent to such Owner's Parcel, said utilities delivered to each such Owner's Parcel being separately metered.

5.7 Parking. The Owners may adopt parking rules and regulations to ensure that only the Owners, Occupants and Permittees of a Parcel use the parking areas located in that Parcel or in easements granted herein for the benefit of that Parcel.

5.8 Adopt A Highway Program. Homestead and Mozart intend to enter into an agreement with the California Department of Transportation whereby Homestead and Mozart would agree to maintain the right-of-way for Highway 101 immediately adjacent to the Property under the California "Adopt A Highway" program. If such an agreement is executed, the costs of removing existing shrubs and weeds, reseeding the right-of-way and maintaining the right-of-way shall be included as a Maintenance Charge under this Declaration and shall be shared by the Owners based on the relative acreage of each Parcel compared to the acreage of the Property. Nothing under this Section, however, shall obligate any Owner to be responsible for landscaping the Highway 101 right-of-way, and if the California Department of Transportation installs landscaping within such right-of-way, then the Owners shall use the best efforts to terminate the Adopt A Highway agreement.

ARTICLE 6: INSURANCE

6.1 Insurance Program. The Owners shall adopt by unanimous written consent an insurance program (the "Insurance Program") setting forth certain requirements with respect to the insurance coverage of the Property. The Insurance Program shall address for each Parcel such issues as the amount of coverage of each type of insurance required to be carried and the required minimum rating standards of insurers. The Owners shall review the Insurance Program

at least every five (5) years during the term of this Declaration and shall update the Insurance Program as and when it is commercially reasonable to do so, upon the written consent of the Owners. Each Owner's insurer shall have a Best Insurance Guide Rating of not less than AX.

6.2. Duty to Carry Casualty Insurance. The Insurance Program shall require each Owner to carry or cause to be carried during such Owner's ownership of a Parcel, at such Owner's sole cost and expense, an "Special Form" insurance policy, but excluding flood and earth movement, covering 100% of the replacement value of all Improvements situated on its Parcel, including all Buildings and Outdoor Area Improvements. Such policy shall provide for loss or damage settlement on a current replacement cost basis, without deduction for depreciation or coinsurance.

6.3 Policy Proceeds. The payment of casualty insurance proceeds to an Owner by reason of damage to or destruction of any Improvements shall be subject to the rights of any Mortgagee to such proceeds.

6.4 Duty to Carry Liability Insurance. The Insurance Program shall require each Owner to carry or cause to be carried during such Owner's ownership of a Parcel, at such Owner's sole cost and expense, a policy or policies of commercial general liability and property damage insurance covering its portion of the Outdoor Area and all Improvements situated thereon. Such policy shall insure against claims for personal injury or death or property damage occurring in, on or about each Owner's Parcel or any Improvements on such Parcel. The minimum coverage for such policy shall be \$10,000,000 for claims arising out of a single occurrence, and \$20,000,000 in the aggregate. Such insurance shall afford protection in the amount set forth in the Insurance Program, and may be subject to such deduction as is set forth therein.

6.5 Certificate of Insurance. On an annual basis, beginning on the effective date of this Declaration, each Owner shall deliver, or cause to be delivered, to the other Owners a certificate of insurance issued by or on behalf of its insurer certifying that the coverages required hereunder are in fact in place.

6.6 Release and Waiver of Subrogation—Parties. Each Owner hereby waive all rights of recovery and causes of action and release every other such party from any liability for losses and damages sustained by reason of risks covered under the types of policies required by this Article, to the extent of any amounts reimbursed by an independent insurer. To the extent commercially reasonable, the required policies shall provide waivers of any right of subrogation that the insurer of one such party may acquire against all other such parties hereto with respect to any such releases.

6.7 Release and Waiver of Subrogation—Tenants. Each person who becomes an Occupant (excluding transient guests of the extended-stay hotel located on the Homestead Land) of any Improvements on the Property shall be deemed to have waived and released all rights to recover from each Owner all losses and damages sustained by reason of risks covered under the

types of policies required by this Article, to the extent of any amounts reimbursed to such Occupant by an independent insurer. Each Owner hereby waives and releases all rights to recover from each Occupant (who is deemed to have made the above-described waiver and release) all losses and damages sustained by reason of risks covered under the types of policies required by this Article, to the extent of any amounts reimbursed to the Owner by an independent insurer.

ARTICLE 7: MANAGEMENT OF PROPERTY

7.1 Manager. Mozart Development Company shall be the initial Manager of the Property and shall have all rights and obligations delegated to the Manager by the Owners under this Declaration or as outlined in the Management Agreement.

7.2 Collection of Maintenance Charges.

(a) Election of Remedies. The Manager, on behalf of the Owners, shall diligently pursue the collection and enforcement of each Owner's Share of the Maintenance Charges and may enforce the obligations of any Owner to pay its Share of Maintenance Charges by commencement and maintenance of a suit at law or in equity, or may foreclose by judicial proceedings pursuant to this Section 7.2 to enforce the lien rights created. The nondefaulting Owner or Owners, by written consent, may direct the Manager in the election and enforcement of remedies hereunder, and if the Manager is unable or unwilling to carry out such directions, then the nondefaulting Owner or Owners may elect, by written consent, to carry out such enforcement themselves, or may substitute another authorized representative to do so, who need not meet the qualifications for Manager under this Declaration.

(b) Creation of Liens. If an Owner fails to make the payment of its Share of any Maintenance Charge within thirty (30) days after receipt of an invoice therefor, the Manager, as the authorized representative of the Owners, shall deliver to such Owner a written notice of such delinquency and if such delinquency has not been cured within ten (10) days after delivery of such notice, the Manager (or any nondefaulting Owner if the Manager fails or refuses to act) shall record a notice of assessment in the office of the County Recorder of San Mateo County. Upon the recordation of such notice any Maintenance Charges that are delinquent, together with interest thereon from the due date thereof until the date of payment in full at the rate of four percent (4%) per annum over the then-existing prime rate of interest announced from time to time by the Bank of America (but in no event exceeding the maximum lawful annual rate allowed by law), and all costs that are reasonably incurred by the non-defaulting Owners, or the Manager as their authorized representative, in the collection of such Maintenance Charges, including reasonable attorneys' fees, shall be a lien against such Owner's Parcel. Unless the non-defaulting Owners, or the Manager as their authorized representative, institutes judicial foreclosure within 180 days after the date of recordation of the notice of assessment, the lien resulting from such notice of assessment shall expire and shall be void and of no further force or effect.

7.3 Selection of Successor Management.

(a) Manner of Selection. If and when the Owners select a successor to Mozart Development Company to serve as the Manager, the Owners shall do so in the manner provided in this Section 7.3. Every Manager shall have at least five (5) years of experience in managing first-class office and hotel complexes and shall be retained under a Management Agreement on customary terms and conditions, including a term not exceeding one year. The terms of such Management Agreement shall be subject to the unanimous written consent of the Owners, which shall not be unreasonably delayed or withheld.

(b) Selecting Party. When selecting a replacement for the Manager, one of the Owners shall be designated as the "Selecting Party" in accordance with the procedures set forth below. The Selecting Party shall have a period of one month within which to make its selections, and shall act reasonably and in good faith in making such selections. The other Owners shall then have one week within which to eliminate a candidate or cast their votes with respect thereto, all in accordance with the following:

(i) Single Owner of Property. If the entire Property is owned by a single Owner, that Owner shall be the Selecting Party and shall select the successor Manager.

(ii) Two or More Owners of Property. If the Property is owned by two (2) or more Owners, the Owner of the smallest Parcel shall be the Selecting Party and shall select three (3) qualified candidates. The other Owners shall have the right by majority vote to select one of the three candidates to become the successor Manager. In the event of a tie vote, the Owner of the smallest Parcel shall cast a tie-breaking vote.

ARTICLE 8: ENFORCEMENT

8.1 Injunctive Relief. In the event of any violation or threatened violation by any Owner or Occupant of any of the provisions of this Declaration, each of the Owners shall have the right to enjoin such violation or threatened violation in a court of proper jurisdiction. Nothing in this Section shall be deemed to affect whether or not injunctive relief is available with respect to such violation or threatened violation.

8.2 Limitation on Liability. Except for the obligation to pay the Maintenance Charges as provided herein and the administrative costs of arbitration pursuant to Section 13.13 and any award of attorneys' fees pursuant to Section 13.14, no Owner shall be entitled to recover damages from another Owner for breach of the provisions of this Declaration as a contract. However, this provision shall not affect, limit, or otherwise restrict (i) the right of an Owner to obtain injunctive or other equitable relief hereunder, or (ii) any other right or remedy an Owner has at law, including any right or remedy resulting from the easements created pursuant to Article 4.

8.3 Excuse For Non-Performance. If performance by an Owner of any act or obligation hereunder is prevented or delayed by war, national emergency, labor disputes or strikes, acts of God, governmental restrictions or moratoria, or any other causes beyond the reasonable control of such party, then the time for performance of the act or obligation will be extended for the period that such act or obligation is delayed or prevented by any of the above causes. Any party claiming inability to perform pursuant to this Section 8.3 shall give prompt notice thereof to all Owners.

8.4 Notice as Prerequisite for Default. An Owner shall not be in default under this Declaration except under such provisions as required the performance of an act on or before a specific date or within a specific period of time, unless the Owner has been given a written notice specify the default and (a) fails to cure it within thirty (30) days, or (b) if such default cannot be cured within thirty (30) days, fails to commence within thirty (30) days and diligently proceed to cure the default, but in no event shall an Owner have more than forty (40) days within which to cure such default.

8.5 Default Shall Not Permit Termination. No default under this Declaration shall entitle any party to cancel or otherwise rescind this Declaration, provided, however, that this limitation shall not affect any other rights or remedies that a party may have by reason of any default hereunder.

8.6 Waiver of Default. A waiver of any default by an Owner must be in writing and no such waiver shall be implied from any omission by a party to take any action in respect of such default. No express written waiver or any default shall affect any default or cover any period of time other than the default and the period of time specified in such express waiver. One or more written waivers of any default in the performance of any provision of this Declaration shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained herein. The consent or approval by any Person to or of any act or request by another Person requiring consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar acts or requests. The rights and remedies given to a Person by this Declaration shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity that a party might otherwise have by virtue of a default under this Declaration, and the exercise of one such right or remedy by a party shall not impair such party's standing to exercise any other right or remedy.

ARTICLE 9: TERM AND TERMINATION

9.1 Term. This Declaration shall remain in full force and effect for a term of fifty (50) years from the date first set forth above, unless extended or earlier terminated by an agreement in accordance with the provisions of Section 9.2. Notwithstanding the foregoing, the easements granted in Article 4 shall be perpetual, except as otherwise provided in Section 4.4.

9.2 Amendment; Termination. This Declaration may not be amended, terminated or otherwise modified (including the amendment or termination of any easements granted pursuant hereto) except by a writing signed and acknowledged by each Owner and recorded in the office of the Recorder of San Mateo County.

ARTICLE 10: MORTGAGEE PROTECTION

10.1 Mortgagee's Opportunity to Cure. During the continuance of any Mortgage and until such time as the lien of any Mortgage has been extinguished:

(a) Any Mortgagee shall have the right, but not the obligation, at any time prior to the termination of this Declaration, to pay all amounts due hereunder, to obtain any insurance, to pay any taxes and assessments, to make any repairs and improvements, to do any other act or thing required of any Owner hereunder and to do any act or thing that may be necessary and proper in the performance and observance of the agreements, covenants and conditions hereof to remedy or to prevent a violation of this Declaration. All payments so made and all things so done and performed by a Mortgagee shall be as effective to prevent or to cure a default under this Declaration as if made, done and performed by the defaulting Owner instead of by the Mortgagee.

(b) Upon the occurrence of any event of default under this Declaration, the Mortgagee of the defaulting Owner shall have sixty (60) days after receipt of notice from the other Owners setting forth the nature of such event of default and, if the default is such that possession of the property of the defaulting Owner may be reasonably necessary to remedy the default, a reasonable time after the expiration of such sixty (60) day period, within which to remedy the default; provided that (i) the Mortgagee has fully cured any default in the payment of any monetary obligations of the defaulting Owner under this Declaration within such sixty (60) day period and shall continue to pay currently such monetary obligations as and when the same are due, and (ii) the Mortgagee has acquired the defaulting Owner's property or commenced foreclosure or other appropriate proceedings in the nature thereof within such period, or prior thereto, and is diligently prosecuting any such proceedings.

(c) Any event of default under this Declaration that in the nature thereof cannot be remedied by the Mortgagee of the defaulting Owner shall be deemed to be remedied if (i) within sixty (60) days after receiving written notice from the other Owners setting forth the nature of such event of default, or prior thereto, the Mortgagee of the defaulting Owner acquires the defaulting Owner's property, or commences foreclosure or other appropriate proceedings in the nature thereof and diligently prosecutes any such proceedings to completion, and (ii) the Mortgagee fully cures any default in the payment of any monetary obligations of the defaulting Owner hereunder that do not require possession of the defaulting Owner's property within such sixty (60) day period and thereafter continues to faithfully perform all such monetary obligations that do not require possession of such property, and (iii) after gaining possession of such

property, the Mortgagee performs all other obligations of the defaulting Owner hereunder as and when the same are due.

(d) If the Mortgagee of the defaulting Owner is prohibited by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving the defaulting Owner from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof, the times specified in Subsection 10.3(b) and (c) above the commencing or prosecuting such foreclosure or other proceedings shall be extended for the period of such prohibition; provided that the Mortgagee has cured any default in the payment of any monetary obligations of the defaulting Owner under this Declaration and continues to pay currently such monetary obligations as and when the same fall due.

10.2 Application of Charges to Mortgagee. Although authorized to make such payments pursuant to this Article, no Mortgagee shall be personally liable for the payment of Maintenance Charges or other charges against that portion of the Property to which its lien applies, except those accruing after the Mortgagee obtains title to such property pursuant to its remedies under the Mortgage. All liens for unpaid Maintenance Charges and other charges shall be subordinate to the lien of any Mortgage against the applicable portion of the Property, and each Mortgagee who obtains title pursuant to its remedies under the Mortgage, and any purchaser at a foreclosure sale, shall take title to such property free and clear of any claims for unpaid Maintenance Charges and other charges, and liens therefore, that accrued prior to such acquisition of title. Any such sale shall extinguish such liens, but the purchaser or Mortgagee who so acquires title shall be liable for charges and impositions accruing after the date of such sale.

10.3 Limitation of Enforcement Against Mortgagee. No violation of this Declaration by, or enforcement of this Declaration against, an Owner, including an action of foreclosure of any lien for unpaid Maintenance Charges, shall impair, defeat, eliminate or render invalid the lien of any Mortgage, but this Declaration shall, subject to Section 10.2, be enforceable against any Owner who has acquired its title by foreclosure, trustee's sale, voluntary conveyance of otherwise.

ARTICLE 11: CONSENT OF OWNERS

11.1 General. In furtherance of the long-term goal of harmonious management and operation of the Property, the procedure for obtaining the consent, approval or concurrence of one or more Persons under this Declaration shall be as set forth below. All requests or notices specified shall be sent in accordance with the notice provisions set forth in Section 13.1. Whenever the expiration of a specified time period falls on a Saturday, Sunday or holiday, the time period shall be deemed to expire on the first business day thereafter.

11.2 Consent of Owners.

(a) Whenever the consent, approval or concurrence (collectively, "consent") of one or more Owners (the "reviewing party") is required under this Declaration, the Person seeking such consent, approval or concurrence (the "requesting party") shall send a written request therefor to each reviewing party, setting forth all particulars of the matter to be considered, including copies of any and all pertinent documents and items, such as, for example, plans and specifications to be reviewed. Each reviewing party shall then have twenty (20) calendar days within which to provide the requesting party written notice that the reviewing party has either approved or disapproved of such matter, which approval shall not be unreasonably withheld or delayed. Any such disapproval shall include a written explanation in reasonable detail of the reviewing party's reasons for such disapproval. If a reviewing party who disapproves a matter fails to provide such written explanation within the twenty-day period, such party shall be deemed to have approved the matter. If approval or disapproval of any matter is not given within twenty (20) calendar days after receipt of a request for such consent, approval or concurrence, and all pertinent information with respect thereto, then the reviewing party failing to act within such time period shall be deemed to have approved or consented to such matter.

(b) Whenever the consent, approval or concurrence of the Owners is required under this Declaration, the unanimous consent, approval or concurrence of the Owners shall be required, unless otherwise expressly provided herein.

11.3 Voting of Owners. In the event that any Owner transfers or conveys all or any portion of its interest in its Parcel, or any portion of its Parcel, in such manner as to vest ownership of the Parcel or interest therein in more than one Person, then all Persons owning interests in such Parcel shall be jointly considered a single Owner and such Persons shall designate one of their number to act on behalf of all such Persons in the performance of the provisions of this Agreement. Any such designation shall be in writing, duly executed, verified and acknowledged by each such Person, shall be served upon the Manager and all other Owners in accordance with the notice provisions of this Agreement, shall contain a certificate that a copy thereof has been so served and shall be recorded in the office of the Recorder of Santa Clara County. In the absence of such written designation, the acts of the Owner whose interest is so divided with respect to the performance of the provisions of this Agreement shall be binding upon all Persons owning any interest in such Parcel, until such time as the written designation is properly served and recorded as provided by this Section 11.3, and whether or not such Owner retains any interest in the Parcel or Parcels in question.

ARTICLE 12: CONDEMNATION

12.1 Definitions.

(a) "Condemnation" means the taking or possession of all or any part of the Property under the power of eminent domain, or the voluntary sale (with the consent of any Owner and

any other Persons having an interest therein) of all or any part of the Property to any Person having the power Of eminent domain, provided that the Property or such part thereof is then under the threat of condemnation evidenced by notice of the same from a governmental agency having the power to do so.

(b) "Condemnation Date" means the earlier of the date when possession of the condemned property or any part thereof is taken by the condemning authority, or the date when title to the condemned property or any part thereof vests in the condemning authority.

12.2. Restoration Upon Condemnation. If any part of the Improvements on any Owner's Parcel is taken by condemnation, such Owner shall, subject to the rights of any Mortgagee, reconstruct such Improvements as nearly as possible to the condition as existed immediately prior to such taking, to the extent that proceeds available to the Owner from the condemnation award are adequate and the reconstruction is economically feasible in such Owner's reasonable judgment. Notwithstanding anything to the contrary contained in this Article, in no event shall any Owner be required to rebuild, replace or restore any Improvements beyond the extent it would be required to do so pursuant to Section 3.5.

12.3 No Termination of Easements and Licenses. Nothing contained in this Article shall affect the existence of the easements described under Article 4, except to the extent such easements burden the portion of land taken by condemnation.

12.4 Mortgagee Participation. Nothing contained in this Article shall be deemed to prohibit any Mortgagee or Occupant from participating in any eminent domain proceedings on behalf of or in conjunction with any Owner.

ARTICLE 13: MISCELLANEOUS

13.1 Notices. Any notice, request, demand, instruction or other document to be given hereunder or pursuant hereto to any Person shall be in writing and shall either be (a) personally delivered, delivered by facsimile transmission or delivered by reputable overnight courier service (in which event such notice shall be deemed given on the date of delivery), or (b) delivered by registered or certified mail, postage prepaid, return receipt requested (in which event such notice shall be deemed given three (3) days after the date of mailing), to such party at the last address listed with the other Owners. Notice of any change in address must be given to the other Owners in the manner provided above.

13.2 Exhibits. Each reference herein to an Exhibit refers to the applicable Exhibit attached to this Declaration. All such Exhibits constitute a part of this Declaration and by this Section are expressly made a part hereof.

13.3 Table of Contents and Captions. The captions of this Declaration are inserted only as a matter of convenience and for reference. They do not define, limit or describe the scope or intent of this Declaration and shall not affect the interpretation hereof.

13.4 Declaration for Exclusive Benefit of the Owners. Except for provisions expressly stated to be for the benefit of a Mortgagee or other Person, the provisions of this Declaration are for the exclusive benefit of the Owners and their successors and assigns, and not for the benefit of any third person, and this Declaration shall not be deemed to have conferred any rights upon any third person, including any Occupant or Permittee, except as otherwise expressly provided herein.

13.5 No Partnership, Joint Venture or Principal Agent Relationship. Neither anything in this Declaration nor any acts of the Owners shall be deemed by the Owners or by any third person to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the Owners.

13.6 Rights, Privileges and Easements with Respect to Liens. Except as specifically provided to the contrary herein, the rights, privileges and easements of the Owners with respect to the other Owners and the Property shall in all events be superior and senior to any lien placed upon any portion of the Property and the Improvements, including the lien of any Mortgage. Any amendments or modifications of this Declaration, whenever made, shall be deemed superior and senior to any and all liens, including the lien of any Mortgage, the same as if such amendments or modifications had been executed concurrently herewith.

13.7 Successors. This Declaration shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Owners.

13.8 Severability. If any provision of this Declaration is held to any extent to be invalid or unenforceable, the remainder of this Declaration (or the application of such provision to Persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Declaration, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.

13.9 Consent or Approval. Whenever the consent or approval of one or more of the Owners and/or the Manager is required pursuant to any provision of this Declaration, the Owner or Manager whose consent or approval is required shall not be entitled to unreasonably withhold or delay the giving of such consent or approval unless such provision states that such Owner or the Manager can give or withhold consent or approval in its discretion.

13.10 Governing Law. This Declaration shall be construed and governed in accordance with the laws of the State of California.

13.11 Release. If any Owner or other Person obligated to comply with any provision of this Declaration sells, transfers or otherwise conveys its portion of the Property, or any part thereof, such Owner or Person shall, as respects the property conveyed, be released from all liabilities and obligations arising hereunder from and after the date of transfer, and the obligations of this Declaration from and after the date of transfer shall be binding on such transferee. The transferring party shall remain liable for any obligation arising hereunder prior to the date of transfer to the extent of the value of such transferring party's interest in the property conveyed as of the time immediately preceding such transfer.

13.12 Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any part of the Property to or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Declaration shall be strictly limited to and for the purposes expressed herein. No Owner shall dedicate its portion of the Property or any part thereof for public purposes without the consent of the other Owners.

13.13 Arbitration. Upon the written request of the Manager or any Owner, any dispute, controversy or claim between or among such parties arising out of or in connection with this Declaration shall be submitted to mandatory binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, which rules are deemed to be incorporated by reference herein, except where inconsistent with this Declaration. The place of arbitration shall be San Carlos, California. Unless the parties to such dispute agree to submit the matter to a single arbitrator, the arbitration panel (the "Arbitration Panel") shall consist of (3) arbitrators. The Arbitration Panel shall be appointed by the American Arbitration Association in accordance with its rules and procedures then in effect. Except as hereafter provided, each person selected to be a member of the Arbitration panel shall have at least five years' experience in the operation and management of first-class office or hotel complexes in the San Mateo County area. Any required initial deposit or other payments to the American Arbitration Association or to the Arbitration Panel shall be advanced in equal shares by all parties to the arbitration, with the final allocation thereof to be determined by the Arbitration Panel. Each party shall make available to the Arbitration Panel in a timely fashion all books, records and other information requested by the Arbitration Panel. The Arbitration Panel shall have the right to consult experts to assist it in making its determination, but any such consultation shall be made in the presence of both parties with full right on their part to cross-examine. The Arbitration Panel shall, prior to rendering its determination, afford each of the parties an opportunity, orally or in writing, as the Arbitration Panel may deem appropriate, to express its point of view as to the proper determination of such matters. The Arbitration Panel shall diligently pursue the determination of any dispute under consideration and shall render its decision within thirty (30) days after submission of the dispute to it. The parties agree that the decision of the Arbitration Panel shall be final and binding, shall not be subject to de novo judicial review, and may be enforced by any court of proper jurisdiction.

13.14 Attorneys Fees. In the event of any litigation or arbitration to interpret or enforce any provision of this Declaration or to protect or establish any right or remedy of a party hereunder, the prevailing party shall be entitled to an award of all legal fees and costs of

proceedings, including, without limitation, reasonable attorneys' fees, fees paid to arbitrators, witness fees and expenses and accounting fees incurred by such prevailing party in connection with such dispute.

13.15 Estoppel Certificate. Within ten (10) days after receipt of a written request from any other Owner, an Owner shall issue to the requesting Owner or to any Mortgagee or to any prospective purchaser or prospective Mortgagee specified by such requesting Owner, an estoppel certificate stating (a) whether the Owner to whom the request has been directed has actual knowledge of any default under this Declaration, and if there are known defaults, specifying the nature thereof; (b) whether the Owner has actual knowledge that the Declaration has been modified or amended in any way, and if it has, stating the nature thereof; and (c) whether to the Owner's actual knowledge this Declaration as of that date is in full force and effect.

13.16 Local Ordinances. All Owners and Occupants shall comply with all local ordinances, laws, rules and regulation.

13.17 Incorporation of Declaration. Any deed or other instrument evidencing conveyance of all or any portion of the Property, whether by fee, easement, leasehold interest or otherwise, shall be subject to the provisions of this Declaration. Any such instrument of conveyance shall be deemed to incorporate the provisions of this Declaration, regardless of whether such instrument makes reference hereto.

13.18 Taxes. Each Owner shall pay or cause to be paid directly when due all real and personal property taxes and other special taxes, assessments, fees, impositions and governmental charges of any kind or nature whatsoever that may be imposed, levied or assessed against or with respect to such Owner's Parcel, including, without limitation, any amounts levied or imposed with respect to that portion of the Outdoor Area located on such Owner's Parcel.

13.19 Nondisturbance. Notwithstanding anything to the contrary contained in this Declaration, no tenant occupying any portion of the Property pursuant to a lease shall be evicted from the premises by the Owners (in the Owners' capacity as parties or successors to this Declaration) in connection with the foreclosure of a lien for nonpayment of Maintenance Charges, so long as the tenant does not violate any of the terms and conditions of this Declaration and the Owner of such portion of the Property entered into the lease in good faith and prior to the recordation of any notice of assessment pursuant to Section 7.2. An Owner shall be deemed to have entered into a lease in good faith if the lease does not provide for more than one month's prepaid rent and is with a party that is not affiliated with such Owner. In the event of the foreclosure of a lien pursuant to Section 7.2, the successor to the Owner whose property is subject to the tenant's lease shall be obligated to permit the tenant to continue to occupy the premises on the terms and conditions of such lease, so long as the tenant performs all its obligations thereunder, including the payment of rent to the successor Owner. Notwithstanding anything to the contrary in this Declaration, any Owner shall be permitted to grant to any tenant of the Owner the right to enforce this Declaration against the other Owners;

• • •

provided, however, that by doing so the Owner shall be relieved of such right to the extent such tenant is permitted to act on behalf of the Owner.

97-076680

3245897.6 61897 1051C 97345896

IN WITNESS WHEREOF, the parties hereto have caused this Declaration to be executed as of the date set forth above.

MOZAD, L.P., a California limited partnership

By: _____

Name: John Mozart

Title: Managing General Partner

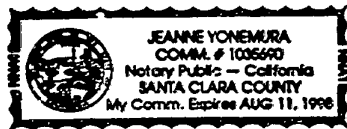
STATE OF CALIFORNIA)

COUNTY OF Santa Clara)

SS.

On June 23, 1997, before me, Jeanne Yonemura, a Notary Public, personally appeared John Mozart, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Jeanne Yonemura
Notary Public

97-076680

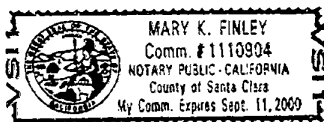
HOMESTEAD VILLAGE INCORPORATED

By: *Steve Tancney*
Name: STEVE TANCNEY
Title: VICE PRESIDENT

STATE OF CALIFORNIA)
) SS.
COUNTY OF ALAMEDA)

On JUNE 20, 1997, before me, MARY K. FINLEY, a Notary Public,
personally appeared STEVE TANCNEY, personally known to me (or proved to me
on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Mary K. Finley
Notary Public

97-076680

• • •
•

EXHIBITS

- A - Mozart Land
- B - Homestead Land
- C - Site Plan
- D - Maintenance Charges Allocation

97-076680

3245897.6 61897 1051C 97345896

Brian Kangas Foulk

Engineers • Surveyors • Planners

June 13, 1997

BKF Project No. 975001-50

Exhibit "A"
Mozad Parcel

**PROPERTY DESCRIPTION OF
APPROVED PARCEL 1 CONFIGURATION**

ALL that real property situate in the City of San Carlos and the City of Redwood City, County of San Mateo, State of California, being a portion of Parcel I and Parcel II and being all of Parcel III, Parcel IV and Parcel V, as described in the Trustee's Deed from Seaside Financial Corporation to California Commerce Bank, recorded June 9, 1995, as Series Number 95059343, Official Records of San Mateo County, described as follows:

BEGINNING at the southwesterly corner of said Parcel II at the centerline of Industrial Way (80 feet wide); thence along the westerly line of said Parcel II North (the bearing North being used for the purpose of this description) 53.02 feet to a point distant 40.00 feet northeasterly, measured at a right angle, from said centerline of Industrial Way; thence leaving said westerly line of Parcel II parallel with and distant 40.00 feet northeasterly, measured at a right angle, from said centerline of Industrial Way South 48°58'53" East 220.17 feet; thence leaving said parallel line North 48°01'00" East 133.64 feet; thence North 41°59'00" West 220.81 feet; thence North 78.95 feet; thence North 48°01'00" East 132.19 feet; thence North 41°59'00" West 170.00 feet; thence North 48°01'00" East 41.50 feet; thence North 41°59'00" West 49.07 feet to a point from which the radial center of a curve having a radius of 60.00 feet bears North 39°21'02" West; thence southwesterly along said curve through a central angle of 21°41'29", an arc distance of 22.72 feet; thence South 72°20'27" West 33.28 feet to a tangent curve to the left having a radius of 70.00 feet; thence along said curve through a central angle of 72°20'20", an arc distance of 88.38 feet to the westerly line of said Parcel I; thence along the perimeter of said Parcel I the following four (4) courses: 1) North 114.94 feet; 2) North 46°30'48" East 126.81 feet; 3) South 41°59'00" East 1187.08 feet; 4) South 89°08'07" West 254.81 feet to the most easterly corner of said Parcel V; thence along the perimeter of said Parcel V the following two (2) courses: 1) South 46°38'37" West 42.11 feet; 2) North 43°21'23" West 38.58 feet to the most westerly corner thereof; thence along the southerly line of said Parcel I and Parcel III, South 89°08'07" West 117.62 feet to the most easterly corner of said Parcel IV; thence along the perimeter of said Parcel IV the following two (2) courses: 1) South 46°38'37" West 74.14 feet to a point from which the radial center of a curve having a radius of 3674.71 feet bears South 44°16'34" West; 2) southwesterly along said curve through a central angle of 01°06'45", an arc distance of 71.35 feet to the southerly line of

97-076680

Exhibit "A"

Page 1 of 3

June 13, 1997
BKF Project No. 975001-50

said Parcel III; thence along said southerly line South 89°08'07" West 56.06 feet to the most southwesterly corner of said Parcel III; thence along the southwesterly line of said Parcel III, Parcel I and Parcel II, North 48°58'53" West 391.05 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

BEGINNING at a point in the northerly boundary line of the lands conveyed in that certain Grant Deed from Saul Witschner, et al., to Metal Machine Manufacturing, Inc., recorded October 3, 1958, in Book 3468 at Page 89 (80537-Q), Official Records of San Mateo County, distant thereon, North 89°08'07" East (called North 89°08' East in said Trustee's Deed recorded as Series Number 95059343) 105.49 feet from the most westerly corner of said lands; thence from said POINT OF BEGINNING, leaving said northerly boundary line, North 46°38'37" East 86.73 feet; thence South 43°21'23" East 79.45 feet to said northerly boundary line; thence along said last mentioned line, South 89°08'07" West 117.62 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

COMMENCING at the most easterly corner of aforesaid Parcel I as said parcel is described in that certain Grant Deed from Robinwood Lane Corporation to Russell A. Margiotta and Deborah B. Margiotta, as Trustees under Declaration of Trust dated May 6, 1981, recorded August 17, 1984 as Series Number 84091556, Official Records of San Mateo County; thence southwesterly along the line common to said Parcel I (Series Number 84091556), and aforesaid Parcel I (Series Number 95059343), South 46° 30' 48" West 15.04 feet to the POINT OF BEGINNING; thence leaving said common line, South 15°03'06" East 44.56 feet to a tangent curve to the right having a radius of 45.00 feet; thence along said curve through a central angle of 84°16'48", an arc distance of 66.19 feet; thence South 69°13'42" West 40.72 feet to a tangent curve to the left having a radius of 50.00 feet; thence along said curve through a central angle of 33°51'48", an arc distance of 29.55 feet; thence South 35°21'54" West 7.01 feet to the westerly line of said Parcel I (Series Number 95059343); thence along said westerly line North 57.84 feet to said line common to said Parcel I (Series Number 84091556), and aforesaid Parcel I (Series Number 95059343); thence northeasterly along said common line, North 46° 30' 48" East 111.77 feet to the POINT OF BEGINNING.

97-076680

Exhibit "A"
Page 2 of 3

June 13, 1997
BKF Project No. 975001-50

The bearing "North" of the westerly line of said Parcel I as described in the Trustee's Deed from Seaside Financial Corporation to California Commerce Bank, recorded June 9, 1995, as Series Number 95059343, Official Records of San Mateo County, was taken as the Basis of Bearings for this description.

Containing a gross area of 6.983 acres, more or less, excluding the above described exceptions.

A plat showing the above described parcel is attached hereto and made a part hereof as Exhibit "C".

For BRIAN KANGAS FOULK:

Paul Kittredge
Paul Kittredge, P.L.S. No. 5790
License Expires June 30, 2000

Dated: 6/13/97



97-076680

Exhibit "A"
Page 3 of 3

15:18

003/010

First American Title

06/24/97 TUE 07:15 FAX 1 510 495 7587 EBR&J

0004

06/18/97 15:19

004/010

June 18, 1997

BKF Project No. 975001-10

48°01'00" East 49.14 feet; thence North 48°58'53" West 31.21 feet to a point from which the radial center of a curve having a radius of 98.00 feet bears North 18°44'08" West; thence southwesterly along said curve through a central angle of 23°36'42", an arc distance of 40.39 feet to a point distant 59.00 feet northeasterly, measured at a right angle, from said centerline of Industrial Way; thence leaving said curve along a non-tangent line parallel with and distant 59.00 feet northeasterly, measured at a right angle, from said centerline of Industrial Way North 48°58'53" West 184.61 feet to the westerly line of said Parcel II; thence along said westerly line of Parcel II South 25.18 feet to the POINT OF BEGINNING. Containing an area of 5,582 square feet, more or less.

Containing a gross area of 1.890 acres, more or less, excluding the above described exception.

The bearing "North" of the westerly line of said Parcel I as described in the Trustee's Deed from Seaside Financial Corporation to California Commerce Bank, recorded June 9, 1995, as Series Number 95059343, Official Records of San Mateo County, was taken as the Basis of Bearings for this description.

This property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act, and shall not be utilized in any conveyance which may violate the Subdivision Map Act of the State of California or local ordinances.

For BRIAN KANGAS FOULK:

Paul Kittredge
Paul Kittredge, P.L.S. No. 5790
License Expires June 30, 2000

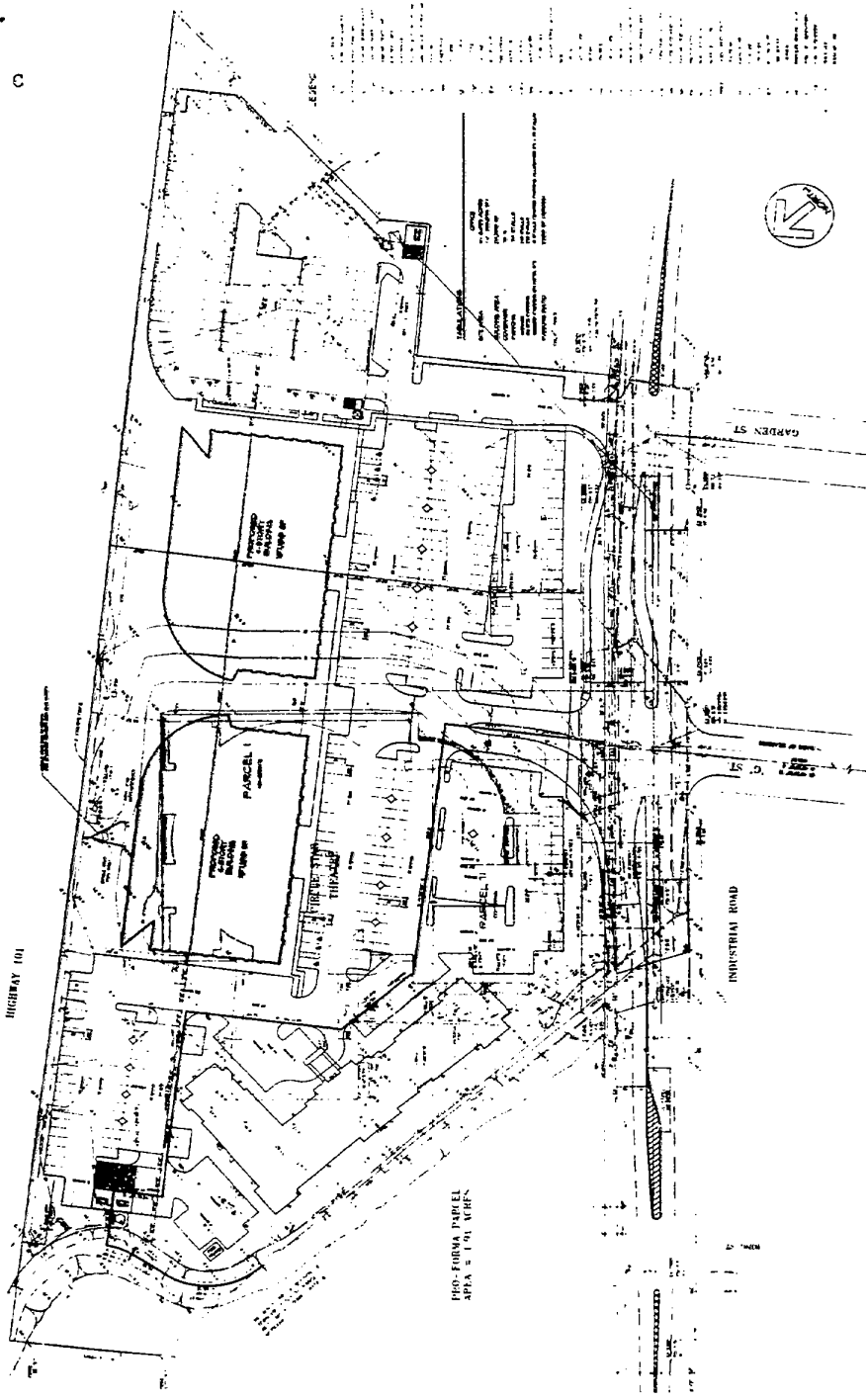
Dated: 6/18/97

c:\survey\975001-10\paulkittredge.spl



97-076680

EXHIBIT C



CIRCLE STAR OFFICE / HOTEL COMPLEX

MASTER SITE PLAN - SCENARIO 3

SAN CARLOS, CALIFORNIA

THE MOZART DEVELOPMENT COMPANY

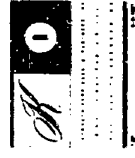


Exhibit D
Maintenance Charges Allocation

Landscaping

Cost allocated based on the landscaped area on each parcel including the offsite area adjacent to each Parcel.

Paved Area/Electroler Maintenance

Cost allocated based on paved area and electrolers on each Parcel.

Traffic Signal Maintenance Cost

Cost allocated based on parking spaces located on each Parcel.

Sanitary Sewer Pump Maintenance

Cost allocated based on fixture unit counts.

Management Fee

Cost allocated based on each Owner's actual reimbursement of manager.

Adopt-A-Highway Program

Cost allocated based on each Parcel's acreage.

Miscellaneous

Cost allocated based on each Parcel's acreage.

Office Plaza and Fountain

Cost allocated exclusively to office owners.

Entryway Sign

Per acreage for structure; each Owner is responsible for the signage on its portion of the sign.

Parking/Traffic Signage

Each Owner is responsible for the cost of signage on its Parcel.

3251845.3 60597 1539C 97345896

97-076680

ACKNOWLEDGEMENT AND ACCEPTANCE

2500 W.L.B., Inc. hereby acknowledges and accepts the rights and obligations of the Circle Star Sign Operator with respect to the Circle Star sign as set forth in the Declaration of Covenants, Conditions and Restrictions dated as of June 24, 1997 by and between Mozart-Wilson Ventures, Inc. and Homestead Village Incorporated.

Executed as of June 24, 1997

2500 W.L.B., Inc.

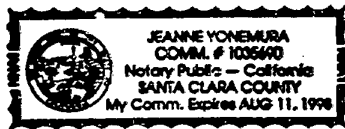
By: _____

John Mozart
Its: President

STATE OF CALIFORNIA)
COUNTY OF Santa Clara) ss.

On June 23, 1997, before me, Jeanne Yonemura, Notary Public
(here insert name and title of the ~~Officer~~), personally
appeared John Dazert, personally known to me
~~(or proved to me on the basis of satisfactory evidence)~~
to be the person(s) whose name(s) is/~~are~~ subscribed to
the within instrument and acknowledged to me that
he/~~she/they~~ executed the same in his/~~her/their~~
authorized capacity(~~ies~~), and that by his/~~her/their~~
signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.

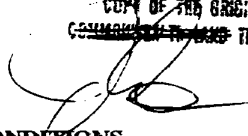


Jeanne Yonemura
Notary Public

97-076680

CERTIFIED TO BE A TRUE AND CORRECT

COPY OF THE ORIGINAL First American
COMMERCIAL TITLE CO



**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

This Declaration of Covenants, Conditions and Restriction (the "Declaration") is made as of the 24th day of June, 1997, by and between MOZAD, L.P., a California limited partnership ("Mozart"), and HOMESTEAD VILLAGE INCORPORATED, a Maryland corporation (the "Homestead" and, collectively with Mozart, the "Declarant").

RECITALS:

- A. Mozart is the owner of certain real property located in San Mateo County, California, consisting of 6.43 acres of useable land, and legally described in Exhibit A attached hereto ("Mozart Land").
- B. Homestead is the owner of certain real property located in San Mateo County, California, consisting of 1.91 acres of useable land, and legally described in Exhibit B attached hereto (the "Homestead Land") and, together with the Mozart Land, the "Property").
- C. The parties hereto wish to grant to each various easements for the mutual benefit of the parties and the development of the Property on the terms and conditions set forth herein.
- D. Mozart intends to develop the Mozart Land as a first-class office complex. Mozart may then subdivide the Mozart Land. Homestead intends to develop the Homestead Land as a first-class, extended-stay hotel.

NOW, THEREFORE, Declarant hereby declares that the Property is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the covenants, conditions, restrictions and limitations hereinafter set forth, all of which are declared to be in furtherance of a plan for the development of the Property as a first-class office and extended-stay hotel complex and the subsequent lease or sale of the Property, or any part thereof, and are established for the purpose of enhancing and protecting the value, desirability

97-076680

7. SP-Legal Description 06_2000-045598

DOC # 2000-045598

04/20/2000 03:26P R3 Fee:55.00

Page 1 of 17

Recorded in Official Records

County of San Mateo

Warren Slocum

Assessor-County Clerk-Recorder

Recorded By FIRST AMERICAN TITLE COMPANY



WHEN RECORDED RETURN TO:

Ellman Burke Hoffman & Johnson
A Professional Corporation
One Ecker, Suite 200
San Francisco, California 94105
Attention: Jeffrey W. Johnson

154715

(Space above for Recorder's use only)

17p

**AMENDMENT NO. 1 TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amendment No. 1 to Declaration of Covenants, Conditions and Restrictions (this "Amendment No. 1") is made as of the 20 day of April, 2000 by and between Circle Star Center Associates, L.P., a California limited partnership ("Circle Star"), and Homestead Village Incorporated, a Maryland corporation ("Homestead").

RECITALS

(a) Homestead and Mozad, L.P., a California limited partnership, predecessor-in-interest to Circle Star, have executed and recorded that certain Declaration of Covenants, Conditions and Restrictions dated as of June 24, 1997 recorded on June 25, 1997 as Recorder's Series No. 97076680 in the San Mateo County records ("Declaration").

(b) The capitalized terms not otherwise defined herein shall have the meanings given in the Declaration.

(c) Homestead and Circle Star have executed that certain "Special Sanitary Sewerage Permit and Agreement" dated as of April 13, 2000 by and between the City of Redwood City, Circle Star and Homestead in the form of agreement attached hereto as **Exhibit "A"** and incorporated herein by reference. Such agreement, as it may be modified from time to time, shall be referred to herein as the "Sewer Agreement".

NOW, THEREFORE, IN CONSIDERATION of mutual covenants and promises of the parties, the parties hereto agree as follows:

1. SANITARY SEWER UTILITIES.

(a) **Exhibit "B-1"** is hereby attached to the Declaration to show the location of the emergency generator with secondary containment slab and sound proofing enclosure (the "Generator"), which relates to the emergency back-up transmission, treatment and disposal of sewerage as described in the Sewer Agreement. Section 4.1(d) of the Declaration shall include the Generator as part of the utilities easement for the Property.

Executed in
1 Counterpart

(b) The cost of construction, maintenance, replacement and operation of the Generator shall be shared prorata by Homestead and Circle Star, based on each Parcel's acreage.

2. **RIGHTS, PRIVILEGES AND EASEMENT WITH RESPECT TO LIENS.** The second (2nd) sentence of Section 13.6 of the Declaration is hereby amended and restated in its entirety as follows:

"Any amendment or modifications of this Declaration, whenever made, shall be deemed superior and senior to any and all liens, including the lien of any Mortgage, the same as if such amendment or modifications had been executed concurrently herewith; provided however, no future amendment, modification or termination of this Declaration shall be binding on the Mortgagee existing prior to such amendment, modification or termination unless such Mortgagee has consented in writing to such amendment, modification or termination."

3. **REPAIRS OR RESTORATION.** The second (2nd) sentence of Section 3.5 of the Declaration is hereby amended and restated in its entirety as follows:

"If such Owner elects to restore the affected property, then it shall be obligated, subject to the rights of any Mortgagee, to diligently rebuild, replace and repair, within a reasonable period of time, any damaged or destroyed Improvements located on its Parcel, substantially to the same general appearance as existed immediately prior to such damage or destruction and in compliance with all applicable federal state or local law, ordinances and regulations."

4. **RATIFICATION.** Except as expressly modified hereby, the Declaration shall remain unmodified and in full force and effect.

5. **COUNTERPARTS.** This Amendment No. 1 may be executed in two or more counterparts each of which shall be deemed an original but all of which taken together shall constitute one and the same agreement.

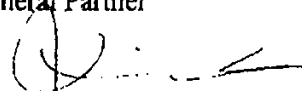


2006-045598
04/26/2006 03:26P
R3 Page 2 of 17

IN WITNESS WHEREOF the parties hereto have caused this Amendment No. 1 to be executed as of the day and year first above written.

CIRCLE STAR: CIRCLE STAR CENTER ASSOCIATES, L.P.,
a California limited partnership

By: M-D Ventures, Inc.,
its General Partner

By: 
Name: J. Michael Wilson
Its: Vice President

HOMESTEAD: HOMESTEAD VILLAGE INCORPORATED,
a Maryland corporation

By: _____
Name: _____
Its: _____



2000-045598
04/20/2000 03:25P
R3 Page: 3 of 17

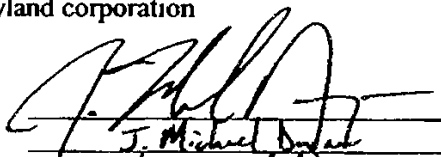
IN WITNESS WHEREOF the parties hereto have caused this Amendment No. 1 to be executed as of the day and year first above written.

CIRCLE STAR: CIRCLE STAR CENTER ASSOCIATES, L.P.,
a California limited partnership

By: M-D Ventures, Inc.,
its General Partner

By: _____
Name: _____
Its: _____

HOMESTEAD: HOMESTEAD VILLAGE INCORPORATED,
a Maryland corporation

By: 
Name: J. Michael Dwyer
Its: Vice President



2000-045588
04/20/2000 03:26P
R3 Page: 4 of 17

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF San JoaquinOn April 13, 2000

before me

LISA MENDEZ

, Notary Public,

personally appeared

J. Michael Wilson

personally known to me

-OR-



~~proved to me on the basis of satisfactory evidence to be the person~~
 whose name ~~is~~ subscribed to the within instrument and
 acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their
 authorized capacity(~~ies~~), and that by his/~~her~~/their signature(~~s~~) on the
 instrument the person~~s~~, or the entity upon behalf of which the
 person~~s~~ acted, executed the instrument.



WITNESS my hand and official seal.

Lisa Mendez
 (SIGNATURE OF THE NOTARY PUBLIC)

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐ INDIVIDUAL☐ CORPORATE OFFICER(S)

TITLE(S):

☐ PARTNERS☐ LIMITED☐ GENERAL☐ ATTORNEY-IN-FACT☐ TRUSTEE☐ GUARDIAN/CONSERVATOR☐ OTHER

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

Right
 Thumbprint of
 Signer



2000-045598
 04/20/2000 03:26P
 R3 Page: 5 of 17

ACKNOWLEDGMENT

STATE OF _____)
) ss.
 County of _____)

On this the _____ day of _____, 19____, before me, _____

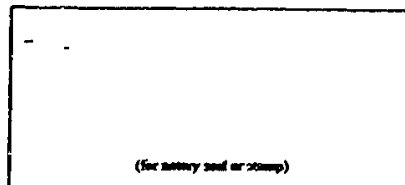
Name, Title of Officer-E.G., "Jane Doe, Notary Public"

Personally appeared _____
 Name(s) of Signer(s)

☒ Personally known to me
☐ Proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) _____ is/are subscribed to the within instrument and acknowledged to me that
 _____ he/she/they executed the same in _____ his/her/their authorized capacity(ies), and that by
 _____ he/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
 executed the instrument.

WITNESS my hand and official seal.



 (Notary Public's signature in and for said County and State)

ACKNOWLEDGMENT

STATE OF Georgia)
) ss.
 County of Fulton)

On this the 5th day of April, 2000, before me, Pamela Woodward

Name, Title of Officer-E.G., "Jane Doe, Notary Public"

Personally appeared J. Michael Dyer
 Name(s) of Signer(s)

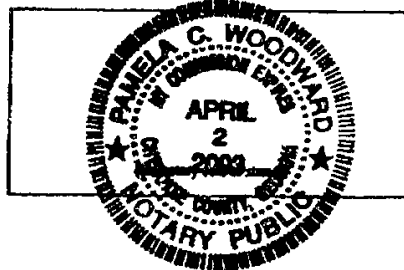
☒ Personally known to me
☐ Proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) _____ is/are subscribed to the within instrument and acknowledged to me that
 _____ he/she/they executed the same in _____ his/her/their authorized capacity(ies), and that by
his _____ he/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
 executed the instrument.

WITNESS my hand and official seal.

Pamela Woodward

(Notary Public's signature in and for said County and State)



2000-045598
 04/20/2000 03:26P
 A3 Page: 6 of 17

DUPLICATE
ORIGINAL

SPECIAL SANITARY SEWERAGE PERMIT AND AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of April, 2000, by and between the CITY OF REDWOOD CITY, a municipal corporation of the State of California ("Redwood City"), and CIRCLE STAR CENTER ASSOCIATES, L.P., a California limited partnership, its successors and assigns ("Circle Star"), and HOMESTEAD VILLAGE, INCORPORATED, a Maryland corporation, its successors and assigns ("Homestead").

WITNESSETH:

WHEREAS, Redwood City, Circle Star, and Homestead, desire to enter into this agreement (the "Agreement") to provide an emergency back-up for the transmission, treatment, and disposal of sewerage emanating, from time to time on an emergency basis, from the private Circle Star Office and Homestead Hotel project (the "Service Area"); and

WHEREAS, Circle Star and Homestead have provided for the installation and construction of sewage collection and transmission facilities for certain land located in part within the municipal jurisdiction of San Carlos and in part within the municipal jurisdiction of the City of Redwood City; and

WHEREAS, pursuant to an agreement entered into by and between Redwood City and San Carlos, the transmission, treatment, and disposal of sewerage emanating from the Service Area will be through San Carlos facilities and all fees to be collected in connection with the transmission, treatment, and disposal of the sewage emanating from the Service Area will be paid by the owner/developer of the Service Area (the "Owner") to San Carlos; and

WHEREAS, it has been determined by San Carlos that in the event of a mechanical and/or electrical failure of the Service Area private facilities, it is advisable to implement a back-up system to prevent sewage discharge; and

EXHIBIT "A"



2000-045598
04/28/2000 03:26P
R3 Page: 7 of 17

WHEREAS, Circle Star and Homestead have requested from Redwood City the right to discharge the sewage emanating from the Service Area in the event of a mechanical and/or electrical failure of the Service Area private facilities or other emergency, into the Redwood City Sanitary Sewage Facilities:

NOW, THEREFORE, Redwood City, Circle Star, and Homestead agree as follows:

1. Circle Star and Homestead are authorized to discharge sewerage into the Redwood City Sanitary Sewage Facilities on an emergency basis only in the event of a mechanical and/or electrical emergency at the Service Area or other unforeseen emergency emanating from the Service Area only.
2. Circle Star and Homestead shall pay Redwood City the total sum of \$4,000 as a one-time connection fee for using Redwood City facilities for emergency purposes.
3. Circle Star and Homestead shall not discharge into the Redwood City Sanitary Sewage Facility (i) any sanitary sewage in excess of an Annualized Daily Average Flow of 100,000 gallons per day (the "ADAF") and (ii) any sanitary sewage in excess of 165,000 gallons within any twenty-four (24) hour period (the "gpd").
4. The payment schedule for emergency use shall be based upon the standard Redwood City retail-commercial water rates as follows: Circle Star and Homestead collectively shall pay Redwood City the total sum of \$16.11 for each month in which up to 1,000 cubic feet of sewage flow is discharged to Redwood City facilities. For a month in which sewage flow is in excess of 1,000 cubic feet, Circle Star and Homestead shall collectively pay Redwood City the additional total sum of \$3.32 per month for each 100 cubic feet of sewage over the initial 1,000 cubic feet. For any month in which no sewage flow is discharged to Redwood City facilities, no payment is required. The



2000-045598
04/20/2009 03:20P
A3 Page: 8 of 17

monitoring of sewage flow shall be by meter as described below. Circle Star and Homestead shall submit charts from the monitoring meter to Redwood City on a quarterly basis.

5. Any discharge in excess of the amount specified in paragraph 3 above shall be considered a violation of the terms and conditions of this Agreement and (i) shall be cause for renegotiation or termination of this Agreement and (ii) shall require payment within 30 days by Circle Star and Homestead to Redwood City, upon written request by Redwood City, of the sum of \$1.00 per gallon in excess of the authorized ADAF and/or the authorized gpd.
6. Circle Star and Homestead shall install, at their sole cost and expense, a sewer flow meter to measure the flow emanating from the Service Area, at a location and of a type approved by Redwood City. Plans shall be prepared by the project engineer and be submitted to Redwood City for approval and permit.
7. Circle Star and Homestead shall not discharge or permit to be discharged either directly or indirectly into Redwood City Sanitary Sewage Facilities any sewage or other matter which is prohibited by Redwood City's Uniform Sanitary Sewage Ordinance, as it exists now or as amended from time to time, or which otherwise threatens to cause, or will cause, damage to Redwood City's or the South Bayside System Authority's (the "Authority") respective Sanitary Sewage Facilities. Circle Star and Homestead hereby grants to Redwood City the power to take any and all necessary action to cease or terminate any such discharge. Any and all costs and expenses incurred by the Authority and/or Redwood City in connection with Circle Star and Homestead unauthorized or prohibited discharge shall, upon request by Redwood City and/or the Authority, be paid by Circle Star and Homestead.
8. Circle Star and Homestead agree to maintain, repair, and replace and operate Service Area Private Sewage Facilities in good and operable condition while



2000-045588
04/20/2000 03:26P
R3 Page: 9 of 17

this Agreement is in effect in accordance with the terms of this Agreement so as not to impair the efficiency or operation of Redwood City's or the Authority's Sewerage Facility.

If repairs, construction, or other private work is necessary to be performed within the Service Area in order to correct, eliminate, or abate a condition within said Service Area which threatens to cause, causes, or caused damage to Redwood City's or the Authority's Sewage Facilities, or which otherwise threatens to cause, causes, or caused a violation of any provision of the Uniform Sanitary Sewerage Ordinances of Redwood City or the Authority's regulation, Redwood City or the Authority shall give written notice to Circle Star and Homestead thereof, and Circle Star and Homestead shall commence such repairs, construction, or work of improvements within a reasonable time of such notice and diligently pursue such work to completion.

9. To the extent permissible by law, Circle Star and Homestead agree to defend, indemnify, and hold harmless Redwood City, its Council, boards, commissions, officers, employees, and agents from any liability for damages (including attorney's fees) or claims for damages resulting, or alleged to have resulted, from personal injury, including death and/or liability for damages (including attorney's fees) or claims for damages to property or loss thereof, including loss of use or value thereof, or for environmental damages, resulting in any manner, directly or indirectly, by reason of any negligent or willful act or omission on the part of Circle Star and Homestead in the performance of its duties and obligations hereunder.
10. This agreement is for the benefit of the land described as Parcel I in the Approval of Lot Line Adjustment recorded June 25, 1997, as Document Number 97-076673, San Mateo County Records, and for the benefit of the land described as Parcel II in the Approval of Lot Line Adjustment recorded June 25, 1997, as Document Number 97-076672, San Mateo County Records.



2000-045398
04/20/2000 02:28P
R3 Page: 10 of 17

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

11. This agreement may be terminated by Redwood City or Circle Star and Homestead, without cause and at the sole and entire discretion of the respective parties, upon a one hundred twenty (120) day written notice to the other party.
12. This Agreement may be terminated by either party for cause upon a sixty (60) day written notice to the other party; provided, however, that the defaulting party shall have thirty (30) days from the date of the notice of termination to remedy the cause of the termination.
 - (a) All notices, demands, and requests under this Agreement that may be given or made by any party to the other party must be in writing.
 - (b) All notices, demands, and requests must be deposited with the United States Postal Service, first-class postage and prepaid or with an overnight messenger or courier addressed to the respective parties, as follows:

In the case of Redwood City:

City of Redwood City
1017 Middlefield Road
Redwood City, CA 94063

In the case of Circle Star:

1068 East Meadow Circle
Palo Alto, CA 94303

In the case of Homestead:

3 Circle Star Way
San Carlos, CA 94070



2000-045598
04/28/2000 03:28P
R3 Page: 11 of 17

or to other addresses at other places as the parties may, from time to time, designate in writing in accordance with this paragraph. In the event of an emergency, notice may be provided by facsimile to Circle Star at (650) 493-9050 and to Homestead at (650) 368-5815 and to Redwood City at (650) 780-7309, followed by a written notice under paragraph 12 (b) above;

13. The parties hereto expressly agree that each and every term and condition of this Agreement may be enforced by injunctive relief, in any court of competent jurisdiction.
14. In the event any action or proceeding is instituted by one party against the other with the respect to this Agreement, or any provision thereof, the prevailing party shall be entitled to recover reasonable attorney's fees.
15. Section, paragraph, and subparagraph headings as used herein are for convenience only and shall not be deemed to alter, modify, or amend the provisions of the section, paragraph, or subparagraphs which they head.
16. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and shall apply to and run with the land.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first hereinabove written.

[Signatures appear on following page]



2000-045598
04/20/2000 03:26P
R3 Page: 12 of 17

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

By: [Signature]
City Manager

ATTEST:

By: [Signature]
City Clerk

CIRCLE STAR CENTER ASSOCIATES,
L.P., a California limited partnership
By M-D Ventures, Inc.,
Its general partner

By: [Signature]
Its: Vice President

ATTEST:

By: [Signature]

HOMESTEAD VILLAGE, INCORPORATED,
A Maryland corporation

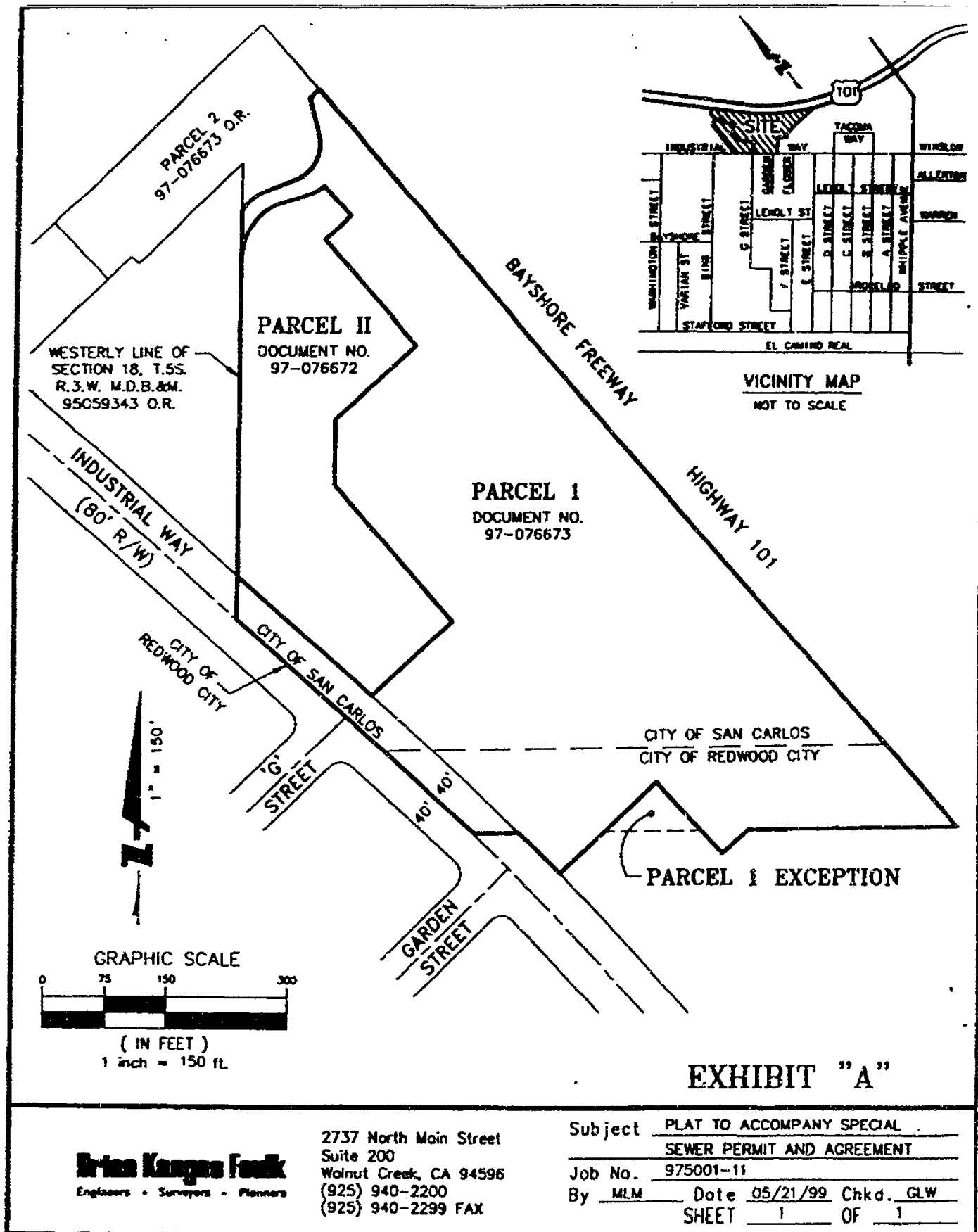
By: [Signature]
Title: SVP

ATTEST:

By: [Signature]



2000-045598
04/20/2000 03:28P
R3 Page: 13 of 17



2000-045598
04/20/2000 03:28P
R3 Page: 14 of 17

CITY OF REDWOOD CITY

**SPECIAL SANITARY SEWERAGE
PERMIT APPLICATION****PERMITS**Date: 1/29/99Applicant Name: Mozart Development Co.Attn: Michael WilsonAddress: 1068 East Meadow Circle
Palo Alto, CA 94303Phone: 650-493-9150Consultant Company: Brian Kangas Foulk
(BKF)Location or other description of the
premises served by the sewerage facilities
and for which this permit is requested.
Circle Start Center, (North of intersection
of Industrial Road and 'G' Street)

- ☐ Storm Water or Ground Water
Drainage Connection
☐ Unpolluted Water
☐ Garbage Grinder
☐ Direct Discharge Permit
☐ Holding Tank Waste
☐ Mandatory Wastewater Discharge
☒ Optional Wastewater Discharge
☐ Private Disposal Facilities

**Data, statistics or other information which will assist the City Engineer during
consideration of this permit request. Attached additional information, (plans,
sketches), if appropriate.**

Permit is requested for emergency overflow from private sanitary pump station.

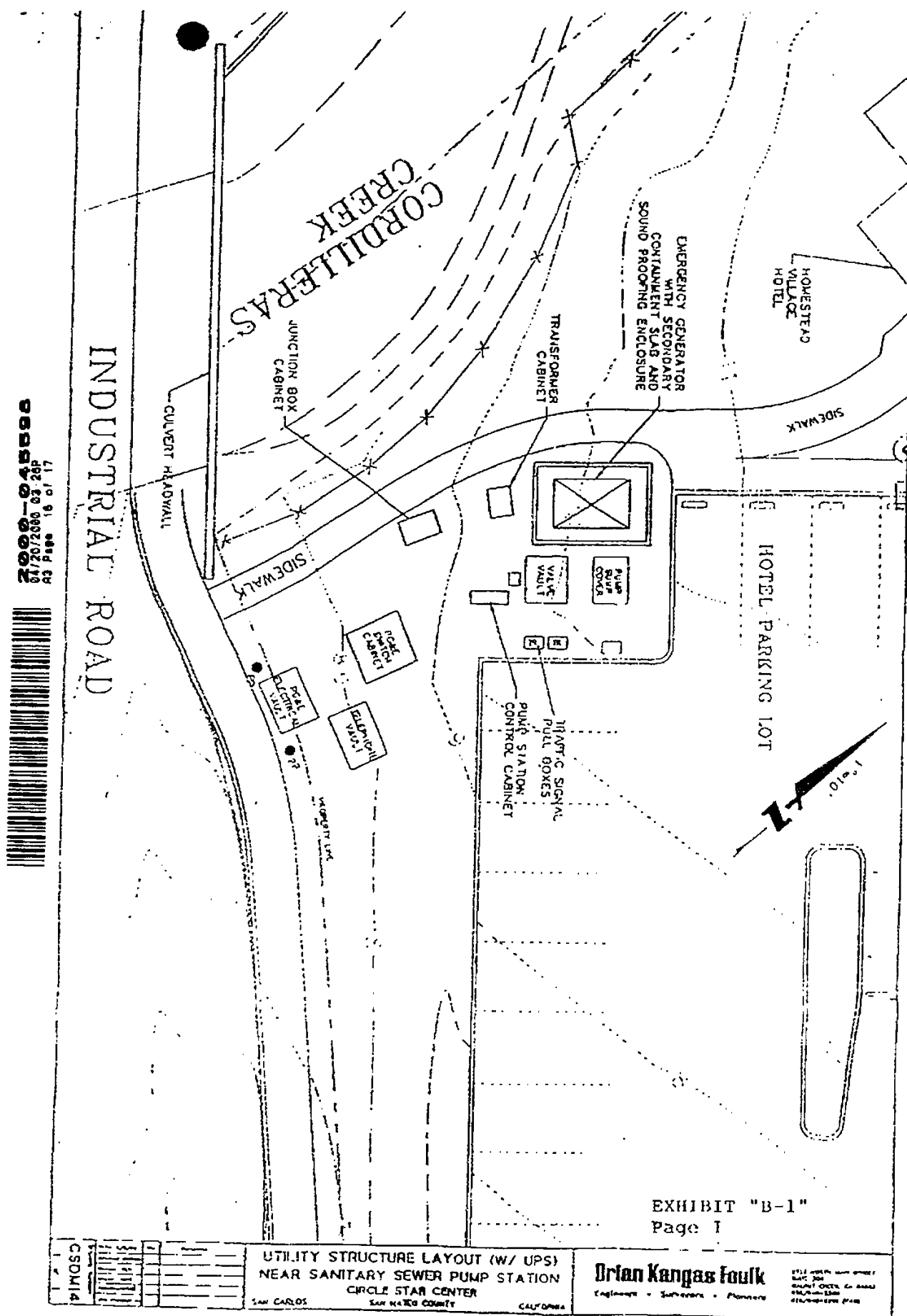
Overflow would prevent sewage spill in the event of a severe power or mechanical
failure. (see attached plans)

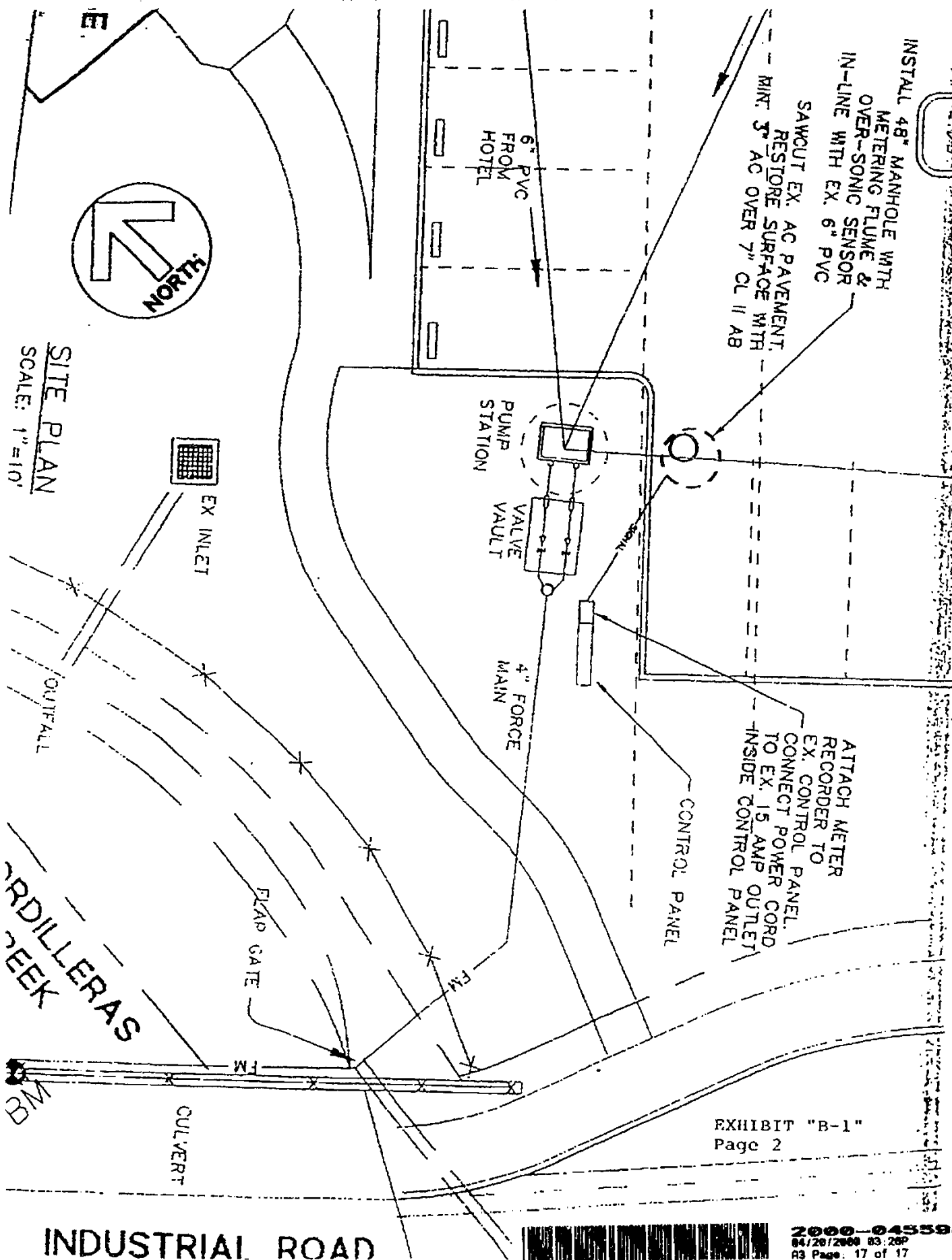
Signature: GARY WILSON
Principal BKF, agent for Mozart Development

(For Official Use Only)

Permit Approval and Conditions:

(See "Special Sanitary Sewerage Permit & Agreement")Fee Collected: \$ 4000.Date: 2/24/00Signature: JOHN K. LYNCHSupervising Civil Engineer
City2000-045598
04/20/2000 03:28P
03 Page: 16 of 17





2000-045598
04/20/2000 03:26P
R3 Page: 17 of 17

8. SP-Legal Description 07_97-076684

First American Title Guaranty Co.
Escrow No. 512154-A
First American Title Insurance Co.
Order No. 426991A-TD

RECORDING REQUESTED BY

Mozad, L.P.

WHEN RECORDED RETURN TO:

Paul J. Neibergs, Esq.
Ellman, Burke, Hoffman & Johnson
One Ecker Building, Suite 200
San Francisco, California 94105



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

Recorded at Request of
FIRST AMERICAN TITLE COMPANY

97-076684 06/25/97 04:23

Recording Fee: 70 - DDUANE

19422477

Transfer tax: None
Consideration less than \$1000
Easement only

Space above line of recorder's use

2K

DECLARATION ESTABLISHING EASEMENTS,
COVENANTS & RESTRICTIONS
RUNNING WITH THE LAND

THIS DECLARATION is made as of this 24th day of June, 1997, by RUSSELL A. MARGIOTTA and DEBORAH B. MARGIOTTA, as Trustees under Declaration of Trust dated May 6, 1981 as to an undivided 70% interest, and RONALD C. ASTI and LINDA M. ASTI, as Trustees under Agreement of Trust dated August 18, 1989 as to an undivided 30% interest (the "Owners"), in that certain real property described more particularly in Exhibit A attached hereto.

A. The Owners are owners of that certain real property adjacent to a creek in the area commonly known as Circle Star Center (the "Creek Parcel"). The Creek Parcel is more particularly described in Exhibit A attached hereto.

B. Mozad, L.P. is the owner of certain real property adjacent to the Creek Parcel (the "Mozart Parcel"). The Mozart Parcel is more particularly described in Exhibit B attached hereto.

C. Mozad, L.P. is required to complete certain creek improvements in accordance with the terms of the the development agreement between the City of San Carlos and Mozart-Wilson, Inc, a copy of which is attached hereto as Exhibit C (the "Development Agreement").

D. The Owners have agreed to landscape and maintain the Creek Parcel in accordance with the plans and requirements set

\\doc\mozadcs.w.dr

426991A-TD

forth in Exhibit D attached hereto.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, OWNERS COVENANT AND DECLARE AS FOLLOWS

1. Grant of Easement. Owners hereby grant a non-exclusive easement, for the benefit of the Mozart Parcel, over, on and across the Creek Parcel for the purpose of implementing the creek improvements required under the Development Agreement attached hereto as Exhibit C, for a period of four (4) years from the date hereof. This easement shall impose no obligation with respect to the completion, maintenance, repair or replacement of such creek improvements. Mozad L.P. shall promptly repair any damage to the Creek Parcel occasioned by Mozad's exercise of this easement. The grant of this easement shall not otherwise restrict Margiotta's right and ability to locate improvements on, or otherwise develop, the Creek Parcel.

2. Landscaping Covenants and Restrictions. The Owners hereby covenant that the Creek Parcel shall be landscaped and forever maintained in accordance with the plans and requirements set forth in Exhibit D attached hereto. This covenant is for the benefit of the Mozart Parcel and shall run with the land, and shall be binding on the successors, transferees and assigns of the Owners.

3. Breach of Covenants. The breach of any covenant contained herein by any party or the successors to any party shall not effect the validity of the easements granted herein or the lien of any mortgage or Deed of Trust on any Parcel.


4. Severability. In the event that any term or provision of this Declaration shall to any extent be held by a court of proper jurisdiction to be invalid or unenforceable for any reason, the remainder of this Declaration shall not be affected thereby, and the remaining terms and provisions hereof shall remain in full force and effect. The invalid or unenforceable provision shall, to the extent permitted by law, be deemed amended and given such interpretation as to achieve the economic intent of this Declaration.

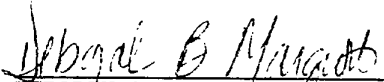
5. Attorneys' Fees. In the event of any litigation between the parties to enforce any provision of this Declaration or to protect or establish any right or remedy of any party hereunder, the substantially prevailing party or parties shall be entitled to an award of all legal fees and costs of proceedings, including reasonable attorneys' fees, incurred by such prevailing party or parties in connection with such dispute.

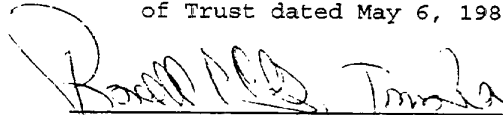
\\doc\mozadcs\dr

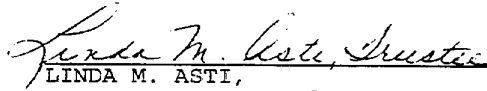
6. Exhibits. All exhibits referred to herein are incorporated by reference.

IN WITNESS WHEREOF, the undersigned have executed this Declaration as of the day and year first above written.


RUSSELL A. MARGIOTTA,
as Trustee under Declaration
of Trust dated May 6, 1981


DEBORAH B. MARGIOTTA,
as Trustee under Declaration
of Trust dated May 6, 1981


RONALD C. ASTI
as Trustee under Agreement of
Trust dated August 18, 1989


LINDA M. ASTI,
as Trustee under Agreement of
Trust dated August 18, 1989

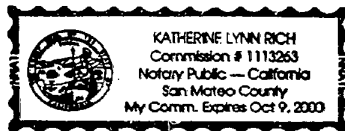
97-076684

\\doc\mozadcs.w.dr

STATE OF CALIFORNIA)
COUNTY OF San Mateo) ss.

On June 23, 1997, before me, Katherine Lynn Rich
(here insert name and title of the officer), personally
appeared Russell A. Margiotta, Trustee ~~Personally known to me~~
(or proved to me on the basis of satisfactory evidence)
to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.



Katherine Lynn Rich
Notary Public

97-076054

STATE OF CALIFORNIA)
COUNTY OF San Mateo) ss.

On June 23, 1997, before me, Katherine Lynn Rich
(here insert name and title of the officer), personally
appeared Deborah B. Margiotta, Trustee ~~personally known to me~~
(or proved to me on the basis of satisfactory evidence)
to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.



Katherine Lynn Rich
Notary Public

97-076684

STATE OF CALIFORNIA)
COUNTY OF San Mateo) SS.

On June 23, 1997, before me, Katherine Lynn Rich
(here insert name and title of the officer), personally
appeared Ronald C. Asti, Trustee, personally known to me
(or proved to me on the basis of satisfactory evidence)
to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.



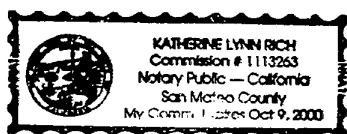
Katherine Lynn Rich
Notary Public

97-076684

STATE OF CALIFORNIA }
COUNTY OF San Mateo } ss.

On June 23, 1997, before me, Katherine Lynn Rich
(here insert name and title of the officer), personally
appeared Linda M. Asti, Trustee, personally known to me
(or proved to me on the basis of satisfactory evidence)
to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.



Katherine Lynn Rich
Notary Public

97-076684

Exhibit A

Margiotta Parcel

A portion of Parcel I as described in the Trustee's Deed from Seaside Financial Corporation to California Commerce Bank, recorded June 9, 1995, as Series Number 95059343, Official Records of San Mateo County, and all Parcel I as described in the Grant Deed recorded August 17, 1984, as Series Number 84091556, Official Records of San Mateo County, described as follows:

BEGINNING at the most Westerly corner of said Parcel I (84091556), said corner being also a point on the Northwesternly line of the lands conveyed to Associated Investment Company by Deed recorded August 31, 1954 in Book 2642 Official Records at Page 161; thence along said Northwesternly line North 46° 30' 48" East 345.05 feet to the Southwesterly right of way line of the Bayshore Freeway as established by Deed from the State of California recorded November 19, 1963, at Reel 4594, Image 361, Official Records of San Mateo County; thence along said Southwesterly right of way line of the Bayshore Freeway South 41° 59' 00" East 106.04, more or less, to a point on a line drawn parallel with and 106.00 feet distant Southeasterly, measured at right angles, from the above mentioned Northwesternly line of the lands of Associated Investment Company (said parallel line hereinafter referred to as "Line A"); thence along said "Line A" South 46° 30' 48" West 15.04 feet; thence leaving said "Line A" South 15° 03' 06" East 44.56 feet to a tangent curve to the right having a radius of 45 feet; thence along said curve through a central angle of 84° 16' 48", an arc distance of 66.19 feet; thence South 69° 13' 42" West 40.72 feet to a tangent curve to the left having a radius of 50.00 feet; thence along said curve through a central angle of 33° 51' 48", an arc distance of 29.55 feet; thence South 35° 21' 54" West 7.01 feet to the Westerly line of said Parcel I (95059343); thence along said Westerly line North 57.84 feet to said "Line A"; thence along said "Line A" South 46° 30' 48" West 175.45 feet; thence North 43° 29' 12" West 12.00 feet; thence South 46° 30' 48" West 40.00 feet; thence North 43° 29' 12" West 94.00 to the point of beginning.

EXCEPTING THEREFROM that portion thereof lying within Parcel I as described in the Deed from National Advertising Company to Russell A. Margiotta, et al, recorded August 17, 1984, Document No. 84091552, San Mateo County Records.

A.P. No.: 046-240-120 (ptn.)

JPN 046 024 240 12 (ptn.) A

97-076684

Exhibit B

Mozad Parcel

ALL that real property situate in the City of San Carlos and the City of Redwood City, County of San Mateo, State of California, being a portion of Parcel I and Parcel II and being all of Parcel III, Parcel IV and Parcel V, as described in the Trustee's Deed from Seaside Financial Corporation to California Commerce Bank, recorded June 9, 1995, as Series Number 95059343, Official Records of San Mateo County, described as follows:

BEGINNING at the southwesterly corner of said Parcel II at the centerline of Industrial Way (80 feet wide); thence along the westerly line of said Parcel II North (the bearing North being used for the purpose of this description) 53.02 feet to a point distant 40.00 feet northeasterly, measured at a right angle, from said centerline of Industrial Way; thence leaving said westerly line of Parcel II parallel with and distant 40.00 feet northeasterly, measured at a right angle, from said centerline of Industrial Way South 48°58'53" East 220.17 feet; thence leaving said parallel line North 48°01'00" East 133.64 feet; thence North 41°59'00" West 220.81 feet; thence North 78.95 feet; thence North 48°01'00" East 132.19 feet; thence North 41°59'00" West 170.00 feet; thence North 48°01'00" East 41.50 feet; thence North 41°59'00" West 49.07 feet to a point from which the radial center of a curve having a radius of 60.00 feet bears North 39°21'02" West; thence southwesterly along said curve through a central angle of 21°41'29", an arc distance of 22.72 feet; thence South 72°20'27" West 33.28 feet to a tangent curve to the left having a radius of 70.00 feet; thence along said curve through a central angle of 72°20'20", an arc distance of 88.38 feet to the westerly line of said Parcel I; thence along the perimeter of said Parcel I the following four (4) courses: 1) North 114.94 feet; 2) North 46°30'48" East 126.81 feet; 3) South 41°59'00" East 1187.08 feet; 4) South 89°08'07" West 254.81 feet to the most easterly corner of said Parcel V; thence along the perimeter of said Parcel V the following two (2) courses: 1) South 46°38'37" West 42.11 feet; 2) North 43°21'23" West 38.58 feet to the most westerly corner thereof; thence along the southerly line of said Parcel I and Parcel III, South 89°08'07" West 117.62 feet to the most easterly corner of said Parcel IV; thence along the perimeter of said Parcel IV the following two (2) courses: 1) South 46°38'37" West 74.14 feet to a point from which the radial center of a curve having a radius of 3674.71 feet bears South 44°16'34" West; 2) southwesterly along said curve through a central angle of 01°06'45", an arc distance of 71.35 feet to the southerly line of

97-076684

said Parcel III; thence along said southerly line South 89°08'07" West 56.06 feet to the most southwesterly corner of said Parcel III; thence along the southwesterly line of said Parcel III, Parcel I and Parcel II, North 48°58'53" West 391.05 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

BEGINNING at a point in the northerly boundary line of the lands conveyed in that certain Grant Deed from Saul Witschner, et al., to Metal Machine Manufacturing, Inc., recorded October 3, 1958, in Book 3468 at Page 89 (80537-Q), Official Records of San Mateo County, distant thereon, North 89°08'07" East (called North 89°08' East in said Trustee's Deed recorded as Series Number 95059343) 105.49 feet from the most westerly corner of said lands; thence from said POINT OF BEGINNING, leaving said northerly boundary line, North 46°38'37" East 86.73 feet; thence South 43°21'23" East 79.45 feet to said northerly boundary line; thence along said last mentioned line, South 89°08'07" West 117.62 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

COMMENCING at the most easterly corner of aforesaid Parcel I as said parcel is described in that certain Grant Deed from Robinwood Lane Corporation to Russell A. Margiotta and Deborah B. Margiotta, as Trustees under Declaration of Trust dated May 6, 1981, recorded August 17, 1984 as Series Number 84091556, Official Records of San Mateo County; thence southwesterly along the line common to said Parcel 1 (Series Number 84091556), and aforesaid Parcel I (Series Number 95059343), South 46° 30' 48" West 15.04 feet to the POINT OF BEGINNING; thence leaving said common line, South 15°03'06" East 44.56 feet to a tangent curve to the right having a radius of 45.00 feet; thence along said curve through a central angle of 84°16'48", an arc distance of 66.19 feet; thence South 69°13'42" West 40.72 feet to a tangent curve to the left having a radius of 50.00 feet; thence along said curve through a central angle of 33°51'48", an arc distance of 29.55 feet; thence South 35°21'54" West 7.01 feet to the westerly line of said Parcel I (Series Number 95059343); thence along said westerly line North 57.84 feet to said line common to said Parcel 1 (Series Number 84091556), and aforesaid Parcel I (Series Number 95059343); thence northeasterly along said common line, North 46° 30' 48" East 111.77 feet to the POINT OF BEGINNING.

The bearing "North" of the westerly line of said Parcel I as described in the Trustee's Deed from Seaside Financial Corporation to California Commerce Bank, recorded June 9, 1995, as Series Number 95059343, Official Records of San Mateo County, was taken as the Basis of Bearings for this description.

27 176684

EXHIBIT C

DEVELOPMENT AGREEMENT
1717 INDUSTRIAL ROAD PROPERTY
(CIRCLE STAR CENTER)

This Agreement is entered into this 23rd day of June, 1997, by and between the City of San Carlos (City) and Mozart Development Company (Developer). This Agreement affects the rights and obligations of the parties with respect to a General Plan Amendment, Planned Community Zoning and Associated Plan of Development, Conditional Use Permits, Grading Approvals and Lot Line Adjustment for the 1717 Industrial Road Property formerly referred to as the Circle Star Center property (The Property) located in the City of San Carlos.

RECITALS

- A. California Commerce Bank is the owner of that real property described and illustrated in Exhibit A consisting of approximately 9.001 acres, approximately 7.621 acres of which lands are located in the City of San Carlos and approximately 1.38 acres of which lands are located in the City of Redwood City. Mozart Development Company has entered into a purchase agreement with the California Commerce Bank to acquire this property upon receipt of certain entitlements to use from the City of San Carlos and the City of Redwood City. This agreement is intended to be applicable only to that portion of the property (approximately 7.621 acres) located within the City of San Carlos.
- B. California Government Code Section 65864 et seq. authorizes cities to enter into a development agreement with any person having a legal or equitable interest in real property for the development of the property. It is intended that this Agreement be governed by and be consistent with provisions of that enabling legislation.
- C. The San Carlos City Council has reviewed and approved a General Plan Amendment, Planned Community Zoning and Plan of Development (the Plan) on April 28, 1997 and has found them consistent with the San Carlos General Plan, and Title 18 (Zoning) of the San Carlos Municipal Code.
- D. Prior to approval of this development agreement, the San Carlos City Council has considered and approved a mitigated negative declaration related to this project on April 28, 1997 in accordance with the California Environmental Quality Act (CEQA).
- E. In consideration of the mutual exchange of obligations set forth in this Agreement, San Carlos finds that it will further the goals of the General Plan and advance the public health, safety, and welfare to enter into this Agreement. San Carlos finds that the public benefits of entering into this Agreement include the following:
 1. Redevelopment of a vacant theater building and blighted property.
 2. Development of the property with uses which will produce significant revenue to the City of San Carlos.
 3. Installation of traffic control devices such as signals and medians which will improve and regulate the flow of traffic to and from the project.

NOW THEREFORE, the parties hereto agree as follows:

1. Applicable Exhibits, Documents and Proceedings
 - a. The following documents are referred to in this Agreement, attached as exhibits and hereby incorporated by reference:

Development Agreement
1717 Industrial Road

1. EXHIBIT A: A legal description of the 1717 Industrial Road property, which is the Property subject to this Agreement.
2. EXHIBIT B: The Plan of Development Map.
3. EXHIBIT C: The Planned Community Zoning Ordinance for the Property.
4. EXHIBIT D: Phasing Schedule.

All exhibits include all amendments approved up to and including the date of execution of this Agreement.

2. Development

The Developer and the City agree that development of the project will be consistent with the Planned Community Zoning Ordinance and Plan of Development for the Property set forth in Exhibits B and C. The parties agree that the phasing as specified in the schedule of development shall proceed in accordance with the time schedule set forth in Exhibit D.

3. Public and Private Improvements

- a. Traffic Signal. The Developer, at his expense, shall install a traffic signal at the project entrance, Industrial Road and "G" Street as depicted on the Plan of Development. Design of the intersection and design and installation of the signal shall be to the satisfaction of the City Engineer. Developer shall pay to the City the annual cost of maintaining the traffic signal not to exceed \$3000 per year indexed to the Consumer Price Index.
- b. Right of Way Dedication. The Developer shall dedicate the Industrial Road right-of-way from the existing centerline of Industrial Road to encompass all roadway improvements proposed on the Plan of Development. Dedication shall occur prior to the issuance of any Building permit for the property. The extent and form of the dedication shall be to the satisfaction of the City Engineer.
- c. Sewer Line Relocation. If feasible, the Developer shall relocate the existing sewer trunk line in Industrial Road so that wastewater from the property flows north to the San Carlos sanitary sewer trunk existing in Industrial Road north of Cordilleras Creek. Design, size of pipe, and installation shall be to the satisfaction of the City Engineer.
- d. Water Line Relocation. If feasible, the Developer shall request a change in Water Service Area for the property from Redwood City to the California Water Service Company. The request shall be made to the water purveyors and the California Public Utilities Commission. The City of San Carlos shall facilitate and support the request. When approval of the Service Area change is received, the Developer shall pay the costs of relocating the water service lines to obtain water service from the California Water Service Company.
- e. Creek Bank Protection. The City of San Carlos shall make application to the Department of Fish and Game for any permits necessary to install erosion control measures along the creek. The developer shall pay any costs associated with such application. Developer shall install erosion control measures along the banks of the unprotected portions of Cordilleras Creek within the limits of the Circle Star property subject to approval of the Department of Fish and Game. Installation shall occur prior to issuance of a Certificate of Occupancy for the second office building. Should the Department of Fish and Game refuse to issue a permit this condition will become void.
- f. Erosion Control. The Developer agrees to implement erosion control measures on the property during construction as required by the City Engineer. No grading shall be permitted from October 15 to April 15 of any given year, unless approved by the City Engineer.

Development Agreement
1717 Industrial Road

- g. Industrial Road Median and Turn Lanes. The Developer shall install a landscaped median and turn lanes in Industrial Road as depicted on the Plan of Development. Design and installation shall be to the satisfaction of the City Engineer.

4. Transient Occupancy Tax and In-Lieu Payments

The City of San Carlos imposes a Transient Occupancy Tax on all transients for the privilege of occupancy in any hotel in the City (San Carlos Municipal Code Chapter 3.24). The developer shall collect and pay the Transient Occupancy Tax Pursuant to the Municipal Code provisions during the life of the project. Should the residential rental of hotel rooms (30 days or more per occupant) cause the transient occupancy tax to be reduced or eliminated by operation of law, the developer shall pay an in-lieu amount to the City of San Carlos which is equal to 10 percent of the rent charged by the hotel operator. Payment to the City of the in-lieu fees shall be made monthly. The developer agrees to permit an annual independent audit of his accounts when required by the City to determine the accuracy of in-lieu charges and collections. The terms of this provision shall extend beyond the life of this agreement to the life of the hotel portion of the project as long as property is used as a hotel/motel.

5. Phasing Schedule

The property improvements shall be completed in phases as set forth in Exhibit C hereto.

6. Development Fees

The Developer shall pay all applicable development fees, including but not limited to those listed below. The fees shall be those in effect on the date when the application for the various permits or entitlements are made.

- a. Sewer Connection Fee
- b. Building Permit Fees
- c. Planning Process & Review Fees
- d. Engineering Plan Check/Field Review Fee
- e. Other Processing Fees

7. Architectural Review

Prior to the issuance of a Building permit for any building or structure on any parcel of land subject to this Agreement, the property owner shall apply for and receive approval from the San Carlos Architectural Review Committee of the proposed new construction in accordance with San Carlos Municipal Code Section 18.116.130.

8. Applicable Land Use Regulations

During the term of this Agreement, the land use regulations and use entitlements which govern the development of the property only shall be those in effect in San Carlos on the date of execution of this agreement. For purposes of this Agreement, land use regulations include all laws, rules, regulations, ordinances, resolutions, plans, agreements, actions, approvals, and official policies governing zoning, land use, density, the pace of development (including any growth control or moratoriums), building size, design, subdivision, public improvements and dedications, residential permit restrictions, environmental guidelines or any other aspect of the development of real property, but exclude the Uniform Building Code, as amended by the City from time to time.

Development Agreement
1717 Industrial Road

9. Overriding Regulations

In the event that the law, regulations, or actions of any federal, state or local entity or agency (other than San Carlos) prevent or preclude compliance with any term of this Agreement, the Agreement shall be properly amended, modified or suspended to the extent necessary to comply with such provisions. If, however, such amendment, modification, or suspension would substantially deprive any party of the benefits of this Agreement, or make performance extremely difficult or expensive, the affected parties may rescind this Agreement and institute rescission procedures as set forth herein.

10. Processing Land Use Applications

San Carlos agrees that it will accept and expeditiously process in accordance with its ordinances, regulations, and policies, all complete applications for permits, design review or other entitlements for use of the Property in accordance with the approved Plan and the terms of this Agreement.

11. Annual Compliance Review

- a. Twelve (12) months from the date of the execution of this Agreement and at the end of every twelve (12) months thereafter (or such longer period of time as the City of San Carlos may set at its sole discretion), San Carlos shall review this Agreement and Developer shall demonstrate its good faith compliance with the terms of the Agreement. San Carlos shall give adequate, advance notice of each annual review together with requests for reasonable information and material needed to submit to establish compliance.
- b. The annual review shall be limited in scope to compliance with the terms of this Agreement.
- c. Developer shall be given an opportunity to be heard orally and in writing regarding its compliance with this Agreement before any review or action on the Agreement.
- d. Within ninety (90) days after each annual review, San Carlos shall issue a written decision regarding compliance with this Agreement. A copy of the decision shall be sent to all persons entitled to notice under paragraph 18(a). In the event that San Carlos fails to issue a decision within the specified time period, it shall be conclusively determined that Developer is in good faith compliance to the date of the review for purposes of future annual reviews or any legal actions between the parties.

12. Events of Default. Unless extended by mutual consent of the parties or by the events set forth in subparagraph (b) herein, failure or unreasonable delay by the Developer to complete a Phase once commenced or either party to perform any term of this Agreement constitutes a default.

- a. Default. The Developer shall be considered in default under this Agreement upon the happening of one or more of the following events or conditions:

(1) If Developer intentionally and willfully makes any material written misrepresentation to San Carlos and the City relies on it in approving the Project; or

(2) A finding and determination by San Carlos is made following a review, as specified above, that upon the basis of substantial evidence and with a reasonable opportunity to cure the default, that Developer has not complied in good faith with one or more of the material terms of this Agreement. Such a finding by San Carlos shall be reviewable under Code of Civil Procedure Section 1094.5 with the court employing an "independent judgment" standard.

Development Agreement
1717 Industrial Road

- b. Non-Performance. Non-performance on the part of Developer shall be excused for the period it is prevented or delayed by reason of:
- (1) War, insurrection, riot, flood, severe weather, earthquake, fire, casualty, acts of a public enemy, governmental restriction, acts or failures to act of any governmental agency or entity;
 - (2) Unavailability of necessary labor, materials, or tools; strikes, lockouts, and delays of any contractor, subcontractor, or supplier which are not within the control of Developer;
 - (3) Any judicial action which in any way prevents or otherwise interferes with Developer's compliance with this Agreement;
- c. Other Legal Rights. In the event that Developer defaults, San Carlos may terminate this Agreement after notice and public hearing or it may, in accordance with paragraph 13 hereof, exercise any of its other legal rights.
- d. Default by San Carlos. San Carlos shall be considered in default under this Agreement if it does not, with reasonable promptness and within the legally required time limit, accept, review, approve and/or issue permits or entitlements for use which are consistent with this Agreement and the applicable land use regulations or it otherwise violates the provisions of this Agreement. In the event of such default, Developer may exercise any of its rights under this Agreement, but in no event shall Developer be obligated to proceed with or complete the Project or any phase thereof nor shall delays in Developer's performance which directly result from delay or default of San Carlos, constitute grounds for termination or cancellation of this Agreement by San Carlos.

13. Procedure Upon Default

- a. Upon the occurrence of an event of default and before any legal action can be initiated, written notice shall be given to the defaulting party setting forth the nature of the default. The defaulting party shall have ninety (90) days to cure the default, except as provided for in subparagraph (c) herein. If the default is not cured, the non-defaulting party may proceed in accordance with this Agreement.
- b. Except as otherwise provided in this Agreement, failure or delay in giving notice of default shall not constitute a waiver of any default, change the date of the default, or deprive any party of its rights and remedies.
- c. In the event that the default would cause great or irreparable injury to a party prior to expiration of the ninety (90) period to cure defaults, said party may initiate legal action after giving the defaulting party a twenty-four (24) hour demand notice to cure the default.

14. Enforcement Provisions

- a. Unless amended, modified, suspended, or canceled pursuant to this Agreement, the Agreement shall be enforceable by any party to it. In any litigation concerning this Agreement, no party shall be permitted to assert as a claim or defense the invalidity of this Agreement or any of its provisions.
- b. The parties hereto may enforce this Agreement in any legal or equitable action. They may seek damages for any breach, and injunctive, declaratory, mandatory and/or specific relief for any breach or threatened breach. It is understood by the parties that in the event of a breach of this Agreement, irreparable harm may occur to the non-breaching party and damages may be an

Development Agreement
1717 Industrial Road

inadequate remedy. To the extent permitted by law, it is therefore expressly recognized that specific enforcement of this Agreement is an appropriate, desirable and available remedy.

- c. If any legal or equitable action by a party hereto to enforce, interpret or remedy a violation of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs.

15. Amendments and Modifications. Except as provided in paragraph 6.02, below, with respect to City's annual review, this Agreement may be modified or amended only by mutual consent of the parties in writing, and then only in the manner provided for in Section 65868 of the Development Agreement Legislation. Any amendment to this Agreement which does not relate to the Term, permitted uses, density or intensity of use, height or size of buildings, provisions for reservation and dedication of land, conditions, terms, restrictions, and requirements relating to subsequent discretionary actions, monetary contributions by Developer, or any conditions or covenants relating to the use of the Property, shall require the giving of notice pursuant to Section 65867 of the Development Agreement Legislation as specified by Section 65868 thereof, but shall not require a public hearing.

16. Successors in Interest

- a. The burdens of this Agreement shall be binding upon, and the benefits shall inure to, all assignees, transferees and any other successors in interest to the parties hereto. This Agreement shall be recorded.
- b. Nothing in this Agreement shall prohibit or limit Developer's right to sell, convey, exchange or otherwise transfer any or all of the Property or its rights and interests under this Agreement to any person, firm or corporation at any time during the term if this Agreement subject to reasonable approval by San Carlos. Developer shall give San Carlos thirty (30) days' written notice of its intent to sell, assign or transfer its rights or interests under this Agreement. San Carlos agrees that it shall approve any sale, assignment, or transfer to a financially responsible entity. Developer agrees to supply San Carlos with reasonable evidence of the financial responsibility of any proposed successor. If San Carlos does not approve a sale, assignment or transfer within ten (10) days without stated grounds for the failure to approve, such sale, assignment or transfer shall be deemed approved. Any proposed successor shall agree in writing to assume Developer's obligations under this Agreement. Developer shall continue to be bound by this Agreement unless its assignee or transferee assumes, in writing Developer's obligations. City's consent shall not be required once the development, under Section 2, is completed and the public and private improvements under Section 3 are completed.
- c. San Carlos hereby consents to the following assignments:
- (i) Assignment of this Agreement in respect of the office project parcel by Developer to, and assumption in writing by, a partnership or limited liability company in which John Mozart (or a corporation or other entity controlled by John Mozart) is a general partner or manager and (ii) assignment of this Agreement in respect of the hotel project parcel by Developer to, and assumption in writing by, Homestead Village or any affiliate thereof. Upon the foregoing assignments, this Agreement shall be severed and become two agreements. Developer shall be released of any obligations hereunder which accrue following such assignment, each assignee shall be solely responsible for the provisions of this Agreement which apply to the Parcel such assignee acquired, and neither such assignee shall be responsible for, nor shall a default hereunder arise in respect of, any default by the other assignee hereunder. For the purposes of the foregoing, the obligations described in subparagraphs 3a, c and d shall be associated solely with the office project parcel, the obligations described in subparagraph 3b, e, f and g will be associated with each parcel and the obligations of Paragraph 4 will be associated solely with the hotel project parcel.

MLS C 1717 INDUSTRIAL DEV AGREE

Development Agreement
1717 Industrial Road

17. Term of The Agreement

- a. The term of this Agreement shall be 10 years from the date of its execution, or such earlier date as Developer ceases to have any further obligations under this Agreement.
- b. After expiration or full satisfaction of this Agreement, the parties shall execute an appropriate certificate of termination which shall be recorded in the San Mateo County Recorder's Office.
- c. Termination of this agreement shall not cause obligations under this agreement for payment of fees, transient occupancy taxes or other obligations of a continuing nature to cease.

18. Notices

- a. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, as follows:

To the City of San Carlos: CITY OF SAN CARLOS
CITY HALL
600 ELM STREET
SAN CARLOS, CA 94070

ATTENTION: CITY MANAGER

To the Developer: THE MOZART DEVELOPMENT CO.
1068 EAST MEADOW CIRCLE
PALO ALTO, CA 94303

With a copy to: JEFFREY W. JOHNSON, ESQUIRE
ELLMON, BURKE, HOFFMAN & JOHNSON
ONE ECKER BUILDING, SUITE 200
SAN FRANCISCO, CA 94105

- b. The effective date of any notice shall be the date of its receipt. A party may change its address by giving notice in writing to the other parties and thereafter notices shall be sent to the new address.

19. Additional Provisions

- a. If any provision of the Agreement is determined to be invalid, the remainder of the Agreement shall remain in full force and effect unless the invalid provision is so material as to defeat the primary purposes of this Agreement.
- b. It is understood that the contractual relationship between the parties is such that Developer is an independent contractor and not the agent of San Carlos. It is further understood that Developer shall have exclusive power over its private property, subject only to the limitations and obligations imposed by this Agreement.
- c. In the event of any dispute between the parties, California law shall apply to the interpretation, construction and enforcement of this Agreement. The parties agree to submit to and participate in good faith in mediation to resolve any disputes hereunder before proceeding with any legal action.

MLS.C:1717 INDUSTRIALDEV AGREE

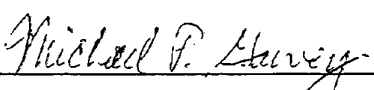
97-076684

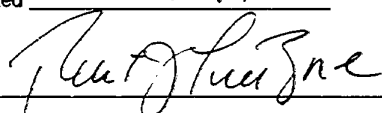
Development Agreement
1717 Industrial Road

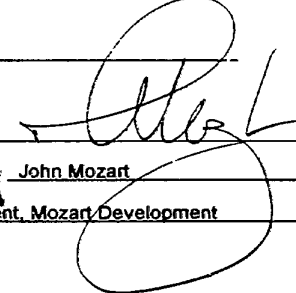
- d. Any amendment, modification, suspension or cancellation of this Agreement must be in writing, signed by the appropriate authorities for San Carlos and Developer, and in a form suitable for recording in the San Mateo County Recorder's Office.
- e. Project Approvals Independent. All project approvals and future approvals which may be granted pursuant to this Agreement and all land use entitlements or other approvals which have been or may be issued or granted by the City with respect to the Property, constitute independent actions by the City. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, or if the City terminates this Agreement or upon expiration of the Term of this Agreement, then such invalidity, unenforceability, termination, or expiration of this Agreement or any part hereof shall not affect the validity or effectiveness of any Project Approvals or future approvals or other land use entitlements, whether approved prior to, concurrently with, or subsequent to approval of this Agreement.
- f. No Third Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action based upon any provision of this Agreement.
- g. Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Property is a separately undertaken development by Developer. No agency relationship, partnership, joint venture, or other associate of any kind between Developer and City is formed by this Agreement.
- h. Public Benefit. City hereby finds and determines that execution of this Agreement furthers the public health, safety, and general welfare of the community and that the provisions of this Agreement are consistent with the Development Agreement Statute and City's General Plan. The parties understand and agree that this Agreement is not intended to constitute, nor shall it be construed to constitute, an impermissible attempt to contract away the legislative and governmental functions and powers of City, including City's police power.
- i. Recordation of Development Agreement. In accordance with Government Code, Section 65868.5, no later than ten (10) days after City enters into this Agreement and any amendments thereto, the City Clerk of City shall record this Agreement and any amendments thereto in the Official Records of the County of San Mateo.
- j. Limitations on Actions. Any action by any third person or entity to attack, review, set aside, void, or annul any action or decision taken by either party hereunder shall not be maintained by such person unless such action or proceeding is commenced within ninety (90) days after the date such decisions or action is made or taken hereunder.
- k. Developer. By execution hereof, Developer warrants and represents that it has the authority to execute this Agreement and that the individuals executing this Agreement on behalf of the Developer have the authority and capacity to bind Developer to the performance of Developer's obligations hereunder.

Development Agreement
1717 Industrial Road

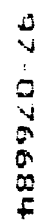
EXECUTED the day and year first written above.

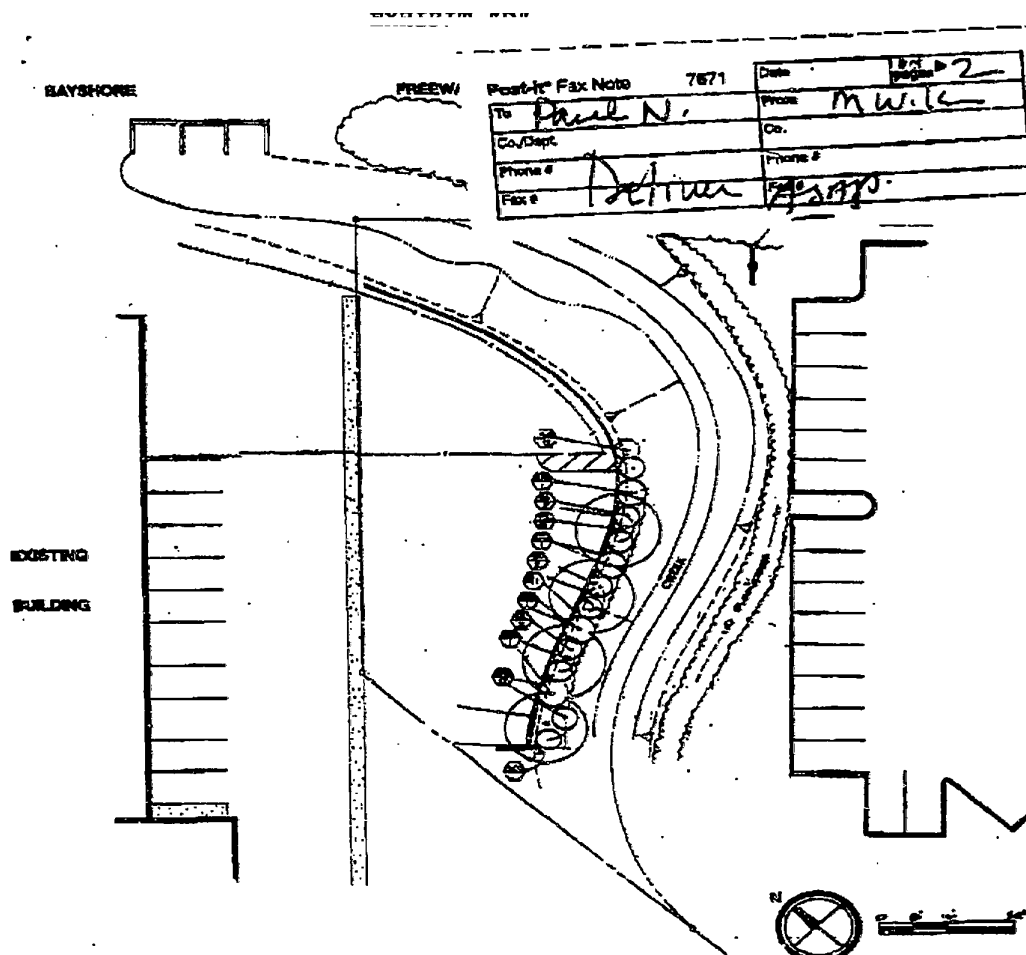
Dated 6/23/97
By 
Printed Name Michael P. Garvey
Title City Manager, City of San Carlos

Dated 6-23-97
By 
Printed Name Robert Lanzone
Title Consulting Attorney, City of San Carlos

Dated
By 
Printed Name John Mozart
Title President, Mozart Development

97-076684


$$E_X D$$



97-076684

PLANT LEGEND

KEY	BOTANICAL / COMMON NAME	SIZE	QTY	REMARKS
71	<u>WILLOW</u> SAULS BAYLONICA — WEEPING WILLOW	24" sq	1	
72	ELIUS ELIUSICA — AFRICAN ONE	24" sq	1	
73	PLANTUS A. YERWOOD — LONDON PLANE TREE	24" sq	1	
81	<u>SHRUBS</u> CITRUS SPANISH — BOKKOD	24" sq	1	
82	CITRUS SPANISH — BOKKOD	24" sq	1	
83	ECHELYN PORTULACA — PRICKLY PEAR	24" sq	1	
84	ELIUS INTERMIDIA — LEAVY BOKKOD	24" sq	1	
85	CERATOPHYLLUM — CALIFORNIA LILAC	24" sq	1	
41	<u>SEMI-DWARF / VINE</u> CERATOPHYLLUM — MEXICAN BURNING BUSH	14" sq	1	SPACE 14" sq
42	CITRUS SPANISH — BOKKOD	24" sq	1	SPACE 24" sq

EXD

9. SP-Vesting Deed

THIS INSTRUMENT PREPARED BY:

Nicole Graves, Esq.
Andrews Kurth LLP
1717 Main Street, Suite 3700
Dallas, Texas 75201

AFTER RECORDING, RETURN TO
AND MAIL TAX STATEMENTS TO:

County of San Mateo
Attention: Real Property
455 County Center, 4th Floor
Redwood City, CA 94063

Assessor's Parcel Numbers:
046-240-180; 052-103-170

2011-028621

10:07 am 03/10/11 DE Fee: NO FEE

Count of Pages 6

Recorded in Official Records

County of San Mateo

Mark Church

Assessor-County Clerk-Recorder



* R 0 0 0 1 1 5 1 1 9 4 *

GRANT DEED

**EXEMPT FROM RECORDING FEE PURSUANT TO
GOVERNMENT CODE SECTION 27383**

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER
TAX **EXEMPT PURSUANT TO R & T CODE 11922**; CITY
TRANSFER TAX \$0.00. (conveyance to public entity)

CIRCLE STAR INVESTORS, LLC, a Delaware limited liability company ("**Grantor**"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells, transfers, grants and conveys to **COUNTY OF SAN MATEO**, a political subdivision of the State of California ("**Grantee**") having an address of 455 County Center, 4th Floor, Redwood City, California 94063, (i) all that real property situated in San Mateo County, State of California, and more particularly described on **Exhibit A** attached hereto and made a part hereof for all purposes, and (ii) together with all improvements now or hereafter situated thereon, and the lessor's or landlord's interest in all space leases or occupancy agreements covering all or any portion of such real property and the improvements situated thereon (collectively, the "**Property**").

The foregoing grant of real property is subject to all easements, covenants, conditions, encumbrances and restrictions of record, as well as matters shown on any current survey of the Property.

GRANT DEED

Circle Star Plaza, San Carlos, California

DAL:793695.3

Page 1

IN WITNESS WHEREOF, Grantor has executed this Deed, to be effective as of this
10 day of March, 2011.

GRANTOR:

CIRCLE STAR INVESTORS, LLC,
a Delaware limited liability company

By: Circle Star Manager, LLC,
a Delaware limited liability company,
its Manager

By: 
Ron Ragsdale, Vice President and Secretary

km

State of TEXAS

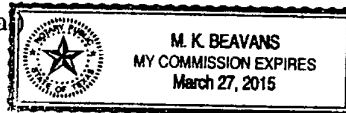
County of DALLAS

On March 8, 2011, before me, MK Beavans, personally
appeared Ron Ragsdale, the Vice President and Secretary of Circle Star Manager, LLC, a
Delaware limited liability company, the Manager of Circle Star Investors, LLC, a Delaware
limited liability company, who proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature MK Beavans (Seal)



GRANT DEED
Circle Star Plaza, San Carlos, California
DAL:793695.3

Page 2

EXHIBIT A
To Grant Deed

LEGAL DESCRIPTION

PARCEL ONE:

ALL THAT REAL PROPERTY SITUATE IN PARTLY IN THE CITY OF SAN CARLOS AND PARTLY IN THE CITY OF REDWOOD CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL I AND PARCEL II AND BEING ALL OF PARCEL III, PARCEL IV AND PARCEL V, AS DESCRIBED IN THE TRUSTEE'S DEED FROM SEASIDE FINANCIAL CORPORATION TO CALIFORNIA COMMERCE BANK, RECORDED JUNE 9, 1995, AS SERIES NUMBER 95059343, OFFICIAL RECORDS OF SAN MATEO COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID PARCEL II AT THE CENTERLINE OF INDUSTRIAL WAY (80 FEET WIDE); THENCE ALONG THE WESTERLY LINE OF SAID PARCEL II NORTH (THE BEARING NORTH BEING USED FOR THE PURPOSE OF THIS DESCRIPTION) 53.02 FEET TO A POINT DISTANT 40.00 FEET NORTHEASTERLY, MEASURED AT A RIGHT ANGLE, FROM SAID CENTERLINE OF INDUSTRIAL WAY; THENCE LEAVING SAID WESTERLY LINE OF PARCEL II PARALLEL WITH AND DISTANT 40.00 FEET NORTHEASTERLY, MEASURED AT A RIGHT ANGLE, FROM SAID CENTERLINE OF INDUSTRIAL WAY SOUTH 48° 58' 53" EAST 220.17 FEET; THENCE LEAVING SAID PARALLEL LINE NORTH 48° 01' 00" EAST 133.64 FEET; THENCE NORTH 41° 59' 00" WEST 220.81 FEET; THENCE NORTH 78.95 FEET; THENCE NORTH 48° 01' 00" EAST 132.19 FEET; THENCE NORTH 41° 59' 00" WEST 170.00 FEET; THENCE NORTH 48° 01' 00" EAST 41.50 FEET; THENCE NORTH 41° 59' 00" WEST 49.07 FEET TO A POINT FROM WHICH THE RADIAL CENTER OF A CURVE HAVING A RADIUS OF 60.00 FEET BEARS NORTH 39° 21' 02" WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21° 41' 29", AN ARC DISTANCE OF 22.72 FEET; THENCE SOUTH 72° 20' 27" WEST 33.28 FEET TO A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 70.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 72° 20' 20", AN ARC DISTANCE OF 88.38 FEET TO THE WESTERLY LINE OF SAID PARCEL I; THENCE ALONG THE PERIMETER OF SAID PARCEL I THE FOLLOWING FOUR (4) COURSES: 1) NORTH 114.94 FEET, 2) NORTH 46° 30' 48" EAST 126.81 FEET; 3) SOUTH 41° 59' 00" EAST 1187.08 FEET; 4) SOUTH 89° 08' 07" WEST 254.81 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL V; THENCE ALONG THE PERIMETER OF SAID PARCEL V THE FOLLOWING TWO (2) COURSES: 1) SOUTH 46° 38' 37" WEST 42.11 FEET; 2) NORTH 43° 21' 23" WEST 38.58 FEET TO THE MOST WESTERLY CORNER THEREOF; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL I AND PARCEL III SOUTH 89° 08' 07" WEST 117.62 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL IV; THENCE ALONG THE PERIMETER OF SAID PARCEL IV THE FOLLOWING TWO (2) COURSES: 1) SOUTH 46° 38' 37" WEST 74.14 FEET TO A POINT FROM WHICH THE RADIAL CENTER OF A CURVE HAVING A RADIUS OF 3674.71 FEET BEARS SOUTH 44° 16' 34" WEST; 2) SOUTHWESTERLY

GRANT DEED

Circle Star Plaza, San Carlos, California

DAL:793695.3

Page 3

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 06' 45", AN ARC DISTANCE OF 71.35 FEET TO THE SOUTHERLY LINE OF SAID PARCEL III; THENCE ALONG SAID SOUTHERLY LINE SOUTH 89° 08' 07" WEST 56.06 FEET TO THE MOST SOUTHWESTERLY CORNER OF SAID PARCEL III; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL III, PARCEL I AND PARCEL II NORTH 48° 58' 53" WEST 391.05 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM PARCEL I THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT A POINT IN THE NORTHERLY BOUNDARY LINE OF THE LANDS CONVEYED IN THAT CERTAIN GRANT DEED FROM SAUL WITSCHNER, ET AL, TO METAL MACHINE MANUFACTURING, INC., RECORDED OCTOBER 3, 1958, IN BOOK 3468 AT PAGE 89 (80537-Q), OFFICIAL RECORDS OF SAN MATEO COUNTY, DISTANT THEREON, NORTH 89° 08' 07" EAST (CALLED NORTH 89° 08' EAST IN SAID TRUSTEE'S DEED RECORDED AS SERIES NUMBER 95059343) 105.49 FEET FROM THE MOST WESTERLY CORNER OF SAID LANDS; THENCE FROM SAID POINT OF BEGINNING, LEAVING SAID NORTHERLY BOUNDARY LINE, NORTH 46° 38' 37" EAST 86.73 FEET; THENCE SOUTH 43° 21' 23" EAST 79.45 FEET TO SAID NORTHERLY BOUNDARY LINE; THENCE ALONG SAID LAST MENTIONED LINE, SOUTH 89° 08' 07" WEST 117.62 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT THE MOST EASTERLY CORNER OF PARCEL I AS SAID PARCEL IS DESCRIBED IN THAT CERTAIN GRANT DEED FROM ROBINWOOD LANE CORPORATION TO RUSSELL A. MARGIOTTA AND DEBORAH B. MARGIOTTA, AS TRUSTEES UNDER DECLARATION OF TRUST DATED MAY 6, 1981, RECORDED AUGUST 17, 1984 AS SERIES NO. 84091556, OFFICIAL RECORDS OF SAN MATEO COUNTY; THENCE SOUTHWESTERLY ALONG THE LINE COMMON TO SAID PARCEL I (SERIES NUMBER 84091556), AND AFORESAID PARCEL I (SERIES NUMBER 95059343), SOUTH 46° 30' 48" WEST 15.04 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID COMMON LINE, SOUTH 15° 03' 06" EAST 44.56 FEET TO A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 45.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 84° 16' 48", AN ARC DISTANCE OF 66.19 FEET; THENCE SOUTH 69° 13' 42" WEST 40.72 FEET TO A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33° 51' 48", AN ARC DISTANCE OF 29.55 FEET; THENCE SOUTH 35° 21' 54" WEST 7.01 FEET TO THE WESTERLY LINE OF SAID PARCEL I (SERIES NUMBER 95059343); THENCE ALONG SAID WESTERLY LINE NORTH 57.84 FEET TO SAID LINE COMMON TO SAID PARCEL I (SERIES NO. 84091556), SAND AFORESAID PARCEL I (SERIES NUMBER 95059343); THENCE NORTHEASTERLY ALONG SAID COMMON LINE, NORTH 46° 30' 48" EAST 111.77 FEET TO THE POINT OF BEGINNING.

THE BEARING "NORTH" OF THE WESTERLY LINE OF SAID PARCEL I AS DESCRIBED IN THE TRUSTEE'S DEED FROM SEASIDE FINANCIAL CORPORATION

GRANT DEED

Circle Star Plaza, San Carlos, California

DAL:793695.3

Page 4

TO CALIFORNIA COMMERCE BANK, RECORDED JUNE 9, 1995, AS SERIES NUMBER 95059343, OFFICIAL RECORDS OF SAN MATEO COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS DESCRIPTION.

THE ABOVE REAL PROPERTY IS FURTHER DESCRIBED AS PARCEL I AS SHOWN ON THAT CERTAIN APPROVAL OF LOT LINE ADJUSTMENT RECORDED JUNE 25, 1997, UNDER RECORDER'S INSTRUMENT NO. 97076673 OF OFFICIAL RECORDS OF SAN MATEO COUNTY, CALIFORNIA.

PARCEL TWO:

EASEMENTS AS SET FORTH IN SECTION 4.1 AND 4.2 OF THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS DATED JUNE 24, 1997, BY AND BETWEEN MOZAD, L.P., A CALIFORNIA LIMITED PARTNERSHIP AND HOMESTEAD VILLAGE INCORPORATED, A MARYLAND CORPORATION, RECORDED JUNE 25, 1997, INSTRUMENT NO. 97076680, SAN MATEO COUNTY RECORDS, AS AMENDED BY AMENDMENT NO. 1 TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, DATED APRIL 20, 2000, RECORDED APRIL 20, 2000, INSTRUMENT NO. 2000-045598, SAN MATEO COUNTY RECORDS.

PARCEL THREE:

LANDSCAPING AND MAINTENANCE APPURTENANT TO PARCEL I ABOVE AS CREATED IN THAT CERTAIN "DECLARATION ESTABLISHING EASEMENTS, COVENANTS & RESTRICTIONS RUNNING WITH THE LAND" RECORDED JUNE 25, 1997 AS INSTRUMENT NO. 97-076684 OF OFFICIAL RECORDS.

GRANT DEED

Circle Star Plaza, San Carlos, California

DAL:793695.3

Page 5

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the Grant Deed dated March 10 2011, from CIRCLE STAR INVESTORS, LLC, a Delaware limited liability company, to the COUNTY OF SAN MATEO, a political subdivision of the State of California, for Assessor's Parcel Numbers 046-240-180 and 052-103-170, together with all appurtenant rights and the improvements thereon, and commonly known as One Circle Star Way, San Carlos, California and 1717 Industrial Way, Redwood City, California, is hereby accepted on behalf of the County of San Mateo as authorized by Resolution No. 071219 of the BOARD OF SUPERVISORS OF THE COUNTY OF SAN MATEO adopted on Tuesday, January 25, 2011, and the Grantee consents to recordation thereof by its duly authorized officer.

COUNTY OF SAN MATEO

By


Steve Alms
Manager, Real Property Services

ATTEST:


CLERK OF THE BOARD OF SUPERVISORSCertificate of Delivery
(Government Code Section 25103)

I certify that a copy of the original document filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.


Deputy Clerk of the Board of Supervisors

COP 2705

NOTICE OF DEFAULT

Loan No. 12-364

The undersigned, PACIFIC STATES SAVINGS AND LOAN COMPANY, as beneficiary under that certain deed of trust executed by FRANK PFEIFFER, as trustee, to PACIFIC STATES AUXILIARY CORPORATION, as trustee, and the undersigned as beneficiary, dated the 26th day of September, 1930, and recorded the 29th day of September, 1930, in Vol. 497, page 230, Official Records, in the office of the County Recorder of the County of San Mateo, State of California, hereby gives notice that a breach of the obligation for which said deed of trust is security has occurred, the nature of such breach being the failure to pay: (a) interest (b) principal, and that the undersigned elects to sell or cause to be sold the trust property to satisfy said obligation.

DATED: June 18, 1934

PACIFIC STATES SAVINGS AND LOAN COMPANY,
a corporation

(CORP. SEAL)

By J D Sullivan, Assistant Vice President
By Dan C Davis, Assistant Secretary

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO)SS.

On this 18th day of June, 1934, before me E. J. Casey, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared J. D. Sullivan, known to me to be the Assistant Vice President, and Dan C. Davis, known to me to be the Assistant Secretary of PACIFIC STATES SAVINGS AND LOAN COMPANY, the Corporation that executed the foregoing instrument, and known to me to be the persons who executed the same on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.

(SEAL)

(E. J. CASEY) E. J. Casey
(NOTARY PUBLIC) Notary Public in and for the City and County of San Francisco,
(CITY & COUNTY OF) State of California. My commission expires Aug. 19, 1935
(SAN FRANCISCO, CALIF.)

RECORDED AT REQUEST OF CALIFORNIA PACIFIC TITLE & TRUST COMPANY JUN 20 1934 at 53 min. past 2 P.M. San Mateo County Records. T.C. Rice, Recorder. By Edith E. Latta, Deputy Recorder. 43186C- Rita Mc Craeken, Copyist. Compared and Corrections OK- 5

JOINT DEED

207-154D

THIS INDENTURE, Made this 20th day of April, 1934, by and between PACIFIC GAS AND ELECTRIC COMPANY, a California Corporation, first party, hereinafter referred to as Grantee, and CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation, second party, hereinafter referred to as City,

WITNESSETH: WHEREAS, the Grantee has offered to trade certain real property hereinafter described as Parcel B to the City in exchange for certain other real property hereinafter described as Parcel A; and

WHEREAS, pursuant to Section 92 of the Charter of the City and County of San Francisco, the Board of Supervisors of San Francisco by Ordinance No. 15,02435, Bill No. 535, approved March 14, 1934, have authorized trading said real property.

NOW, THEREFORE, in consideration of the premises, the City hereby grants to the grantee the following described real property situated in San Mateo County, California, subject to the conditions contained in said Ordinance No. 15,02435, a certified copy of which ordinance is attached hereto and made a part hereof:

PARCEL A:

An easement to construct, reconstruct, patrol, maintain and use, from time to time, for electric power transmission and/or distribution purposes, a single line of poles, together with all necessary or proper wires, guys and other appliances installed thereon and connected therewith, over Parcels 38 and 38-A of San Mateo County lands as said parcels are described in deed from Spring Valley Water Company to the City and County of San Francisco, dated March 3, 1930, and recorded March 3, 1930, in Volume 491, at page 1, Official Records of San Mateo County, California. The center line of said electric transmission line shall be located along the following described line:

BEGINNING at a point on the northeasterly boundary line of said Parcel 38, distant thereon north 48 degrees 58 minutes 53 seconds west 1.3 feet from a 1 inch tapped pipe set in concrete at the most northerly corner of said Parcel 38-A; and running thence south 129.1 feet, south 49 degrees 00 minutes east 346.7 feet and south 60° 34' east 100 feet more or less to a point on the southerly boundary line of said Parcel 38-A.

In exchange for said Parcel A, the grantee hereby grants to the City the following described real property situated in San Mateo County, California:

PARCEL B:

All right, title and interest of the Pacific Gas and Electric Company in and to the following described portion of Parcel 38-A referred to in the foregoing description of Parcel A:

BEGINNING at the most northerly corner of said Parcel 38-A, and running thence along the boundaries of said Parcel 38-A, South 142.02 feet, South 48° 56' 53" East 399.91 feet and North 89° 12' 05" East 160.70 feet; thence North 49° 56' 53" West 149.98 feet to a corner in the northerly boundary of Parcel 38-A; thence

392

along said northerly boundary, North 48° 58' 53" West 462.89 feet to the point of beginning, excepting therefrom the easement hereinbefore described as Parcel A.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first above written.

APPROVED:

By P. R. George
J. S. ENGINEER OF ELECTRICAL OPERATION
(CORP. SEAL)

PACIFIC GAS AND ELECTRIC COMPANY a corporation,
By: P. M. Downing, Vice-President & General Manager

C. H. Prouty

Attest: J. D. Rosie Assistant Secretary

APPROVED

CITY AND COUNTY OF SAN FRANCISCO, a Municipal

W. G. Vincent

(CORP. SEAL)

Corporation,

VICE PRES. AND EXEC. ENGR.

By: Angelo J. Rossi

APPROVED:

Attest: J. S. Dunnigan

Clerk of the Board of Supervisors

General Manager

S. F. Water Dept.

Joseph J. Phillips

Director of Property.

Approved as to form;

Dion R. Holm

Assist. City Attorney

STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO) SS.

On this 24th day of May in the year one thousand nine hundred and thirty-four before me, KATHERINE HALLAHAN, a Notary Public in and for the said City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared P. M. DOWNING and J. D. ROSIE known to me to be the Vice President and General Manager and the Assistant Secretary, respectively, of PACIFIC GAS AND ELECTRIC COMPANY the Corporation that executed the within and foregoing instrument, and to be the officers who executed the said instrument on behalf of said Corporation therein named and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

(SEAL)

(KATHERINE HALLAHAN) Katherine Hallahan

(NOTARY PUBLIC) Notary Public in and for the City and County of San Francisco, State

(CITY & COUNTY OF) of California. My commission expires January 28, 1938.

(SAN FRANCISCO, CALIF.)

Authorizing Exchange of Certain Easements on Ravenswood-Belmont Right of Way in San Mateo County with Pacific Gas and Electric Company.

Bill No. 535:

Ordinance No. 15,02433

Code No. 15,0243

AUTHORIZING EXCHANGE OF CERTAIN EASEMENTS ON RAVENSWOOD - BELMONT RIGHT OF WAY IN SAN MATEO COUNTY WITH PACIFIC GAS AND ELECTRIC COMPANY.

Be it ordained by the People of the City and County of San Francisco as follows:

Section 1. Pursuant to Section 92 of the Charter and in accordance with the recommendation of the Public Utilities Commission, the Director of Property is hereby authorized and directed to arrange for trading certain real property hereinafter described as Parcel A to Pacific Gas and Electric Company in exchange for certain other real property hereinafter described as Parcel B. Said Commission requires said Parcel B and is in charge of said Parcel A. Both of said parcels are situated in San Mateo County, California, and are described as follows:

Parcel A: An easement to construct, reconstruct, patrol, maintain and use, from time to time, for electric power transmission and/or distribution purposes, a single line of poles, together with all necessary or proper wires, guys and other appliances installed thereon and connected therewith, over Parcels 38 and 38-A of San Mateo County lands as said parcels are described in deed from Spring Valley Water Company to the City and County of San Francisco, dated March 3, 1930, and recorded March 5, 1930, in Volume 491, at page 1, Official Records of San Mateo County, California. The center line of said electric transmission line shall be located along the following described line:

Beginning at a point on the northeasterly boundary line of said Parcel 38, distant thereon north 48 degrees 58 minutes 53 seconds west 1.3 feet from a 1-inch capped pipe set in concrete at the most northerly corner of said Parcel 38-A; and running thence south 129.1 feet, south 49 degrees 00 minutes east 346.7 feet and south 50 degrees 34 minutes east 100 feet, more or less, to a point on the southerly boundary line of said Parcel 38-A.

Parcel B: All existing right, title and interest of the Pacific Gas and Electric Company in and to the following described portion of Parcel 38-A referred to in Section 1 hereof:

Beginning at the most northerly corner of said Parcel 38-A, and running thence along the boundary of said Parcel 38-A south 142.02 feet, south 48 degrees 58 minutes 53 seconds east 399.91 feet and north 89 degrees 12 minutes 05 seconds east 149.98 feet; thence north 48 degrees 58 minutes 53 seconds west 149.98 feet

J. J. P.

160.70

to a corner in the northerly boundary of Parcel 38-2; thence along said northerly boundary north 48 degrees 58 minutes 53 seconds west 462.89 feet to the point of beginning.

Section 2. The deed for the conveyance of Parcel A to Pacific Gas and Electric Company shall be made subject to the following conditions:

1. The City reserves the right to use the land included within said right of way for any purposes not inconsistent with the use thereof by the grantee under the terms of this grant.
2. If it shall hereafter become necessary to change, alter, move or reconstruct the pole line to be constructed by the grantee on the above described easement in order to allow the City to construct any improvements, but not buildings, on said property, then the grantee, upon the request of the City so to do, shall within a reasonable time change, alter, move or reconstruct said pole line at the grantee's expense.
3. The grantee shall repay the City, on demand, the reasonable value of any property damaged or destroyed by the grantee due to any act or omission of the grantee in the exercise of the rights herein conveyed. The grantee shall do no work of constructing, reconstructing, installing or renewing said pole line without first obtaining the approval of the Chief Engineer of the San Francisco Water Department of its plans for such work.
4. The grantee shall indemnify and save harmless the City, its agents and employees, from any and all claims for injuries or damages resulting from any act, negligence or omission of the grantee in the exercise of the rights herein conveyed.

Section 3. The Mayor and the Clerk of the Board of Supervisors are hereby authorized and directed to execute a deed on behalf of the City and County of San Francisco conveying said Parcel A to Pacific Gas and Electric Company. The Director of Property is hereby authorized and directed to deliver the deed to said company upon receipt of a deed to Parcel B, and to accept and record said deed to Parcel B.

Passed for Second Reading-

Board of Supervisors, San Francisco, February 26, 1934.

Ayes: Supervisors Brown, Colman, Gallagher, Hawes, Hayden, McSheedy, Ratto, Reconviert, Schmidt, Shannon, Uhl.

J.S. DUNNIGAN.

Feb 26-11

Clerk.

NOTICE OF FINAL PASSAGE OF ORDINANCE

The following ordinance was finally Passed by the Board of Supervisors, March 12, 1934.

Bill No. 535

Ordinance No. 15.02433

Code No. 15.0243

AUTHORIZING EXCHANGE OF CERTAIN EASEMENTS ON RAVENSWOOD - BELMONT RIGHT OF WAY IN SAN MATEO COUNTY WITH PACIFIC GAS AND ELECTRIC COMPANY.

Approved by Angelo J. Rossi, Mayor, March 14, 1934.

mar 16-11

J.S. DUNNIGAN, Clerk.

STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO) SS.

CLERK'S CERTIFICATE

I, J.S. DUNNIGAN, Clerk of the Board of Supervisors, of the City and County of San Francisco, do hereby certify that the annexed ORDINANCE NO. 15.02433 is a full, true and correct copy of the original thereof on file in this office.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the official seal of the City and County this 20th day of April, 1934 122

(SEAL)

J S Dunnigan

(OF THE CITY AND COUNTY OF)

Clerk of the Board of Supervisors, City and County of San

(SAN FRANCISCO)

Francisco

STATE OF CALIFORNIA,

CITY AND COUNTY OF SAN FRANCISCO) SS.

On the 21st day of April in the year one thousand nine hundred and thirty four, before me, H. I. MULGREY, County Clerk of the City and County of San Francisco, and ex officio Clerk of the Superior Court of the State of California, in and for the City and County of San Francisco, personally appeared ANGELO J. ROSSI, Mayor of the City and County of San Francisco, a municipal corporation, and J.S. DUNNIGAN, Clerk of the Board of Supervisors of the City and County of San Francisco, known to me to be the Mayor and the Clerk of the Board of Supervisors of the Municipal corporation, described in and who executed the within instrument and also known to me to be the persons who executed it on behalf of the municipal corporation therein named, and they and each of them acknowledged to me that such municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, State of California, the day and year in this certificate first above written.

(SEAL)

H I Mulgrevy

(SUPERIOR COURT

(CITY & COUNTY OF SAN)

(FRANCISCO, CAL.

) County Clerk of the City and County of San Francisco, State of California, and ex officio Clerk of the Superior Court of the State of California, in and for the City and County of San Francisco.

by- F.I. Thiebaut

[illegible]

AP
NI
VOL. 626 OF O. R. MAR 23 56

11. SP-Exceptions 04_3064_606

VOL 3064 PAGE 606

San Mateo

I, the undersigned, do hereby certify that

the above is a true and correct copy of the original as the same appears in the City of Redwood City.

I, the undersigned, do hereby certify that the State of California has an interest in the above described property as shown by the

following and a method whereby an officer of the City of Redwood City is authorized to accept such

interest. I, the undersigned, do hereby certify that RALPH S. DODGE, Clerk of the City of Redwood City, is authorized to accept such interest on behalf of the City of Redwood City.

I, the undersigned, do hereby certify that the City of Redwood City at the time of the above described interest was held by the

City of Redwood City, and the interest in the above described property was held by the City of Redwood City.

I, the undersigned, do hereby certify that the City of Redwood City is the owner of the above described property.

184

I, the undersigned, do hereby certify that the City of Redwood City is the owner of the above described property and the seal of the City of Redwood City.

Ralph S. Dodge

Clerk of the City of Redwood City, and
Official Clerk of the Council thereof.

I, the undersigned, do hereby certify that the City of Redwood City by virtue of Resolution No. 678 duly adopted by the City of Redwood City on March 7th, 1949, do hereby accept or deed on behalf of the City of Redwood City.

Ralph S. Dodge
RALPH S. DODGE



197337

VOL. 3064 PAGE 607

Grant Deed

AMELIA REVIGLIO

Grants to THE CITY OF REDWOOD CITY, a municipal corporation, an easement for construction, installation, maintenance and operation of streets, sanitary sewers, storm drains and water lines in, over, under, and along

the real property situated in the City of Redwood City,
of San Mateo

All that certain real property situated partly in the City of San Carlos, and partly in the City of Redwood City, County of San Mateo, State of California, described as follows:

So much of the hereinafter described property as lies between the Northeasterly line of Rancho de las Pulgas and a line parallel thereto and distant 40 feet northeasterly measured at right angles therefrom:

BEGINNING at a 2 inch by 2 inch stake set at the point of intersection of the quarter section line running East and West through Section 18, Township 5 South, Range 3 West, Mount Diablo Base and Meridian, with the easterly boundary line of the Rancho de las Pulgas, as patented, said point being distant on said Rancho boundary line, North 48° 58' 53" West 262.25 feet from a concrete monument marked P.M.C. 22"; running thence from said point of commencement, along said Rancho boundary line, North 48° 58' 53" West 249.93 feet to its intersection with the westerly boundary line of said Section 18; thence along said last mentioned boundary line, North 142.02 feet to a one inch pipe capped set in concrete; thence leaving said last mentioned boundary line and running South 48° 58' 53" East 462.89 feet to an iron pipe monument set in concrete marked S.V.W.Co., set in said quarter section line running east and west through said Section 18; thence along said line, North 89° 12' 05" East 453.73 feet to the southwesterly line of the proposed Bayshore Freeway; thence South 41° 59' 04" East along said southwesterly line 132.87 feet, more or less, to a point, distant 100 feet, measured at right angles southerly from the quarter section line running East and West through said Section 18; thence South 89° 12' 05" West 590.15 feet to a 2 inch by 2 inch stake set in said Rancho boundary line; thence along said Rancho boundary line, North 48° 58' 53" West 149.98 feet to the point of beginning, excepting portion in City of San Carlos.

VOL. 3064 PAGE 608

Deed July 13 , 1956

Amelia Reviglio
Amelia Reviglio

STATE OF CALIFORNIA
COUNTY OF
SAN-MATEO
On July 13, 1956
I, William E. Royer, a Notary
Public in and for the County of San Mateo County and
State of California, do hereby certify that
AMELIA REVIGLIO

I know her to be the person whose name is subscribed to the
within and to her knowledge that she
executed the same.

William E. Royer
Notary Public

My Commission Expires: March 6th, 1960

Witnessed
Attest:

My Office No.

CALIFORNIA PACIFIC TITLE INSURANCE COMPANY

RECORDING DATA

VOL. 3064 PAGE 606

73134N

RECORDED AT REQUEST OF

CALIFORNIA PACIFIC TITLE INSURANCE CO.

JUL 24 10 11 A 1956

OFFICIAL RECORDS
SAN MATEO COUNTY
Ruth Hirst
RECORDER

D

RECORDER'S OFFICE
SAN MATEO COUNTY

3/ VOL 4604 PAGE 744
68079W
RECORDED AT REQUEST OF
TITLE INSURANCE AND TRUST CO.
Dec 6 3 01 PM 1963
OFFICIAL RECORDS
SAN MATEO COUNTY
Ruth Kline
RECORDER
4/10/63

VOL 4604 PAGE 744/63
22

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Sta. "F" 130

DIRECTOR'S DEED

DISTRICT	COUNTY	ROUTE	SECTION	NUMBER
IV	SM	68	SCar	321-DD

KNOW ALL MEN BY THESE PRESENTS:

That the STATE OF CALIFORNIA, acting by and through its Director of Public Works, does hereby grant to
AMELIA REVIGLIO, a married woman, as her separate property

all that certain real property situate, lying and being in the City of San Carlos
County of San Mateo, State of California, described as follows, to-wit:

X A portion of that parcel of land described as Parcel 2
in the deed to the State of California recorded June 23, 1944,
in Volume 1129, at Page 92, of Official Records of San Mateo
County, described as follows:

COMMENCING at a point on the southerly line of said
Parcel 2, distant thereon N. 89°46'55" W., 19.27 feet from the
easterly corner of said Parcel 2; thence N. 40°57'59" W.,
1062.73 feet to the northeasterly prolongation of the line
described with a length of 175.46 feet in the deed to
Law W. Cook, et ux., recorded March 20, 1959, in Volume 3567, at
Page 3, of Official Records of San Mateo County; thence along
said prolongation S. 47°31'49" W., 126.80 feet to the westerly
line of said Parcel 2 (1129 OR 92); thence along the westerly,
southwesterly and southerly lines of said Parcel 2 (1129 OR 92)
S. 1°01'01" W., 426.94 feet, S. 47°57'50" E., 462.85 feet and
S. 89°46'55" E., 453.70 feet to the point of commencement. X

CONTAINING 6.889 acres, more or less.

EXCEPTING AND RESERVING unto the State of California any
and all rights of ingress to or egress from the land herein
conveyed over and across the northeasterly line thereof.

FORM R/W-223

VOL 4604 PAGE 744

359728

68079W

RECORDER'S OFFICE
SAN MATEO COUNTY

VOL 4604 PAGE 745

It is the purpose of the foregoing exception and reservation to provide that no easement of access shall attach or be appurtenant to the property hereby conveyed, by reason of the fact that the same abuts upon a State highway.

The bearings and distances used in the above description are on the California Coordinate System, Zone 3. Multiply the above distances by 1.0000610 to obtain ground level distances.

ACRES	FEET	INCHES	PERCENT	OTHER

AT 4604 745

AT 4604 745

RECORDER'S OFFICE
SAN MATEO COUNTY

TAT 5000

VOL 4604 PAGE 746

Subject to special assessments if any, restrictions, reservations, and encumbrances of record.

AND BE IT FURTHER KNOWN:

FIRST, the Director of Public Works has heretofore found and determined and does hereby find and determine, that the said lands were acquired for State Highway purposes and are no longer necessary, and are not now being used for highway uses or purposes;

SECOND, that this conveyance is executed pursuant to the authority vested in the Director of Public Works by law and, in particular, by the Streets and Highways Code.

WITNESS the hand of the Director of Public Works, and the seal of the Department of Public Works of the State of California, this 4th day of November, 1963

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS

JOHN ERRECA
DIRECTOR OF PUBLIC WORKS

RUSSELL J. COONEY
Deputy Director (Management)

APPROVED AS TO FORM AND PRESENCE

ATTORNEY
DEPARTMENT OF PUBLIC WORKS

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

On this 4th day of November, in the year 1963, before me, CARLA M. BENICK, a Notary Public in and for the County of Sacramento, State of California, residing therein, duly commissioned and sworn, personally appeared RUSSELL J. COONEY, known to me to be the Deputy Director of the Department of Public Works of the State of California, described in and that executed the within instrument, and also known to me to be the person who executed the same on behalf of the State of California therein named and he acknowledged to me that the State of California executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and State aforesaid, the day and year in this certificate first above written.

Carla M. Benick
Notary Public

RECORDER'S OFFICE
SAN MATEO COUNTY

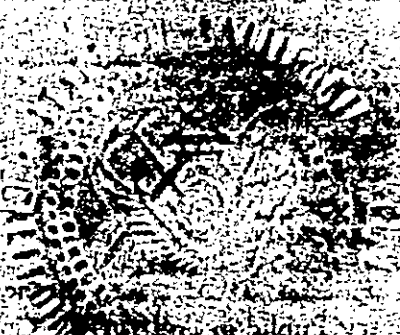
887-1003A

Vol 4604 Page 747

RESOLUTION

RESOLVED by the California Highway Commission that, it having approved the manner and terms and conditions of the transaction, the execution by the Director of Public Works on behalf of the State of California of a deed conveying to **AMELIA REVIGLIO, a married woman, as her separate property** a parcel of land containing approximately 6.889 acres, located

in the City of San Carlos, County of San Mateo, State of California,
is hereby authorized and approved.



THIS IS TO CERTIFY That the foregoing is a full and correct copy of the original resolution passed by the California Highway Commission at its meeting regularly called and held on the 30th day of October, 19 63, in the City of Sacramento, a majority of the members of said Commission being present and voting therefor.
Dated this 31st day of October, 19 63
Robert T. Martin
ROBERT T. MARTIN
Assistant Secretary of the
California Highway Commission

Return to file

RECORDERS OFFICE SAN MATEO COUNTY

*City of San Carlos
666 Elm St.
San Carlos CA 94070*

ORDINANCE NO. 964

AN ORDINANCE OF THE CITY OF SAN CARLOS APPROVING AND ADOPTING THE REDEVELOPMENT PLAN FOR THE SAN CARLOS REDEVELOPMENT PROJECT AREA

THE CITY COUNCIL OF THE CITY OF SAN CARLOS DOES ORDAIN AS FOLLOWS:

SECTION 1. On December 16, 1985 the San Carlos City Council (herein "City Council") adopted Ordinance No. 956 creating the San Carlos Redevelopment Agency (herein "Agency") for the purpose of pursuing redevelopment activities in the community.

SECTION 2. On December 16, 1985 the City Council further adopted Resolution No. 1985-98 captioned:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN CARLOS DESIGNATING CERTAIN REAL PROPERTIES AS BEING INCLUDED WITHIN A SURVEY AREA FOR REDEVELOPMENT CONSIDERATIONS; AND DIRECTING STAFF, THE PLANNING COMMISSION, AND REDEVELOPMENT AGENCY TO CONDUCT THE NECESSARY PUBLIC HEARINGS AND PREPARE THE NECESSARY REPORTS FOR CONSIDERATION AND ADOPTION OF SAN CARLOS REDEVELOPMENT PROJECT AREA(S) AND PLAN(S)"

SECTION 3. The Planning Commission of the City of San Carlos (herein "Planning Commission") in conjunction with the Agency has, by Resolution No. 1986-1 designated the San Carlos Redevelopment Project Area (herein "Project Area").

SECTION 4. The Agency, by Resolution No. RDA-9 approved on January 16, 1986, and the Planning Commission, by Resolution No. 1986-1 approved on January 6, 1986, have prepared and approved a Preliminary Redevelopment Plan for the San Carlos Redevelopment Project Area (herein "Preliminary Redevelopment Plan").

SECTION 5. The City Council has received from the Agency the proposed Redevelopment Plan for the San Carlos Redevelopment Project Area (herein "Redevelopment Plan"), as approved by the Agency, a copy of which is on file at the Office of the Executive Director of the Agency at 666 Elm Street, San Carlos, California, and at the office of the City Clerk of the City of San Carlos (herein "City"), City Hall, 666 Elm Street, San Carlos, California, together with the Report of the Agency, entitled "Final Redevelopment Agency Report on the Redevelopment Plan for the San Carlos Redevelopment Project Area and Supplemental Redevelopment Agency Report on the Redevelopment Plan for the San Carlos Redevelopment Project Area", including the reasons for the selection of the Project Area, a description of specific projects proposed by the Agency and how these projects will improve or alleviate the physical, social and economic conditions existing in the Project Area, and an explanation of why the public improvement cannot be reasonably expected to be accomplished by private

86079707

RECORDERS OFFICE SAN MATEO COUNTY

enterprise acting alone, a description of the physical, social, and economic conditions existing in the Project Area, the proposed method of financing the redevelopment of the Project Area, a plan and method for the relocation of business owners and tenants who may be temporarily or permanently displaced from the Project Area, an analysis of the Preliminary Redevelopment Plan, the report and recommendations of the Planning Commission and report required by Government Code Section 65402, the summary of the Project Area Committee of the City, a Final Environmental Impact Report on the Redevelopment Plan, the report of the County Fiscal Officer and the Agency's analysis thereof, including a summary of the consultation of the Agency, or attempts to do so, with each of the taxing agencies, and a neighborhood impact report. Neither the County of San Mateo nor any affected taxing agency called for the creation of a fiscal review committee, so there was no report thereof.

SECTION 6. The Planning Commission which is the duly designated and official planning body for the City, has submitted to the City Council its report and recommendations for approval of the Redevelopment Plan, and its certification that the Redevelopment Plan conforms to the duly adopted General Plan for the City (herein "General Plan"), and the Project Area Committee has submitted to the City Council its report and recommendations for approval of the Redevelopment Plan.

SECTION 7. The Agency has found and determined that the Project Area is characterized by the conditions of blight which are hereinafter set forth. These conditions represent physical, social, and economic liabilities which require a redevelopment plan in order to properly provide for the revitalization, redevelopment, and development of these properties in a manner which is consistent with, and in the interest of, general welfare. In addition, the Redevelopment Plan shall be a guideline for implementing the objectives set forth hereinafter so as to ensure that the policies, goals, and objectives of the Agency, the City Council, and the laws of the State of California are complied with and implemented in a manner which is most in keeping with the general welfare.

The blight characterized in the Project Area constitutes a physical, social, or economic liability in the community requiring redevelopment in the interest of the health, safety, and general welfare of the people of the community, and further that this blight is causing a reduction of, or lack of, proper utilization of the area to such an extent that it constitutes a serious physical, social, or economic burden on the community which cannot reasonably be expected to be reversed or alleviated by private enterprise acting alone.

SECTION 8. The conditions of blight which exist in the Project Area include, but are not limited to:

- a. Inadequate street system to serve potential parking, circulation, and loading demand within the downtown commercial area (herein "San Carlos Central Business District"), along and adjacent to El Camino Real and Old County Road, within the City's industrial areas, and adjacent to the San Carlos Airport.

86079707

RECORDERS OFFICE SAN MATEO COUNTY

- b. Inadequate street lighting, lack of curbs and gutters, and poor public improvements and facilities.
- c. The need for additional public and private utilities in order to accommodate the development, redevelopment, and recycling of properties within the Project Area boundaries.
- d. The lack of proper utilization (i.e. vacancies, parking inefficiencies, improper design of available space and circulation patterns) of properties within the Project Area boundaries resulting in development constraints, thus producing a stagnant and unproductive condition of land which is otherwise potentially useful and valuable.
- e. The unimproved, defective, and/or inadequate construction of some street improvements and public/private utilities within the Project Area which has resulted from the lack of attention given to certain properties within the Project Area.
- f. The lack or unimproved conditions of adequate public facilities, including open space and other places of recreational activity which are necessary to serve the properties within and adjacent to the Project Area boundaries and surrounding neighborhoods.
- g. The lack of development or redevelopment within the Project Area which has resulted because of the inadequacy of the required public facilities, circulation systems and services necessary to accommodate the redevelopment of the area in cooperation with the private sector.
- h. The presence of vacant underutilized, and viable public, commercial, and industrial properties whose redevelopment has been impeded due to a physical and economic character which is not fully developed to a standard acceptable to market conditions.
- i. A street and freeway pattern which is inadequate to provide for safe and efficient vehicular, pedestrian, and bicycle circulation.
- j. The prevalence of lots within the San Carlos Central Business District and adjacent to Laurel Avenue and El Camino Real which are narrow and non-conforming to the standards and requirements of the City, and the existence of industrial parcels of various sizes non-conforming to the standards and requirements of the City.
- k. A poorly designed and inefficient interface between public street rights-of-way and the Southern Pacific Railroad right-of-way, particularly as these rights-of-way intersect at Holly Street and Brittan Avenue.
- l. Inadequate on- and off-ramp configurations along Highway 101 (The Bayshore Freeway) at Holly Street and the lack of an on- and off-ramp system at Brittan Avenue.

86079707

RECORDERS OFFICE SAN MATEO COUNTY

- m. The presence of properties that exhibit evidence of the storage of materials, goods, and automobiles which adversely affect the visual character of the Project Area.

SECTION 9. The City Council does determine and declare that the City Council's purpose and intent with respect to adopting the Redevelopment Plan and Project Area is:

- a. The elimination of existing blighted conditions, be they properties or structures, and the prevention of recurring blight in and about the Project Area.
- b. The development and redevelopment of property within a coordinated land use pattern of commercial, industrial, and public facilities in the Project Area consistent with the goals, policies, objectives, standards, guidelines, and requirements as set forth in the General Plan.
- c. The development of public services and facilities including, but not limited to, recreational, maintenance, and operational services and facilities as are necessary and required for the redevelopment of the Project Area.
- d. The elimination of environmental deficiencies including inadequate street and freeway improvements, inadequate utility systems, and inadequate public services; and mitigation of highway impacts, including its circulation, movement and its potential social, physical, and environmental characteristics of blight.
- e. The development of a more efficient and effective circulation corridor system free from hazardous vehicular, pedestrian, and bicycle interfaces and designed to their ultimate circulation flow.
- f. The implementation of techniques to mitigate blight characteristics resulting from exposure to highway, and public right-of-way corridor activity and affecting adjacent properties within the Project Area.
- g. The undertaking of beautification activities to eliminate all forms of blight including, but not limited to, visual blight, in order to encourage community identity.
- h. The encouragement, promotion, and assistance in the development and expansion of local commerce and needed commercial and industrial facilities, increasing local employment prosperity, and improving the economic climate within the Project Area, and the various other isolated vacant and/or underdeveloped properties within the Project Area.
- i. The acquisition, assemblage, and/or disposition of sites of usable and marketable sizes and shapes for commercial, industrial, and public facility development within the Project Area.
- j. The creation of a more cohesive and unified community by strengthening the physical, social, and economic ties between residential, commercial, industrial, and recreational land uses within and adjacent to Project Area.

86079707

RECORDERS OFFICE SAN MATEO COUNTY

- k. The provision for very low-, low- and moderate-income housing availability as required by County, Region, or State law and requirements, as necessary and desirable, consistent with the goals and objectives of the community.
- l. The encouragement of the coordination, cooperation, and assistance of other local agencies, as be may deemed necessary, to ensure that projects undertaken by this Agency are implemented to their fullest and practical extent.
- m. The achievement of a physical environment reflecting a high level of concern of architectural and urban design principles deemed important by the community and property owners.
- n. To encourage community and property owner involvement and citizen participation in the adoption of policies, programs, and projects so as to ensure that the Redevelopment Plan is implemented in accordance with the objectives and goals of the General Plan.
- o. To provide a procedural and financial mechanism by which the Agency can assist, complement, and coordinate public and private development, redevelopment, revitalization, and enhancement of the community.

SECTION 10. In conjunction with the City Council's overall redevelopment intent and purpose, the City Council does declare the following general land utilization objectives:

- a. To encourage the development of a well-planned and quality-designed Central Business District which meets the adopted high standards of the community.
- b. To provide for sufficient land area within the Project Area for appropriate types of commercial and industrial uses and development, properly located to provide services and goods to meet the commercial and industrial needs of the area, the community, and the region.
- c. To provide for required community facilities and public services including recreational facilities and governmental services.
- d. To provide an adequate traffic circulation and control system within the Project Area so as to provide for efficient and safe movement of people, goods, and services in conformance with the General Plan.
- e. To provide for the installation and improvement of streets, public utilities, sewer, and water services necessary to the ultimate redevelopment of the Project Area.
- f. To provide the direction, purpose, and climate for combined public and private investment which will result in benefits to the community as a whole.
- g. To provide for the beautification and revitalization of the Project Area enabling the community to further establish an identity and a quality of life which is desired by its citizens and businesspersons.

86079707

RECORDS OFFICE SAN MATEO COUNTY

h. To provide assistance, enticements, and encouragement to ensure that the Project Area is developed to its fullest and ultimate usage, ensuring that the standards and requirements of the Municipal Code and the policies, goals, and objectives of the General Plan are met.

i. To provide a smooth plan that implements the transitional character of the Project Area from a blighted area to an economically viable area.

SECTION 11. The Council has considered the report and recommendations of the Planning Commission and the Project Area Committee, the Preliminary and Final Redevelopment Agency Reports on the Redevelopment Plan for the San Carlos Redevelopment Project Area, the Redevelopment Plan and its economic feasibility, the feasibility of the relocation program, and the Final Environmental Impact Report, has provided an opportunity for all persons to be heard and has received and considered all evidence and testimony presented for or against any and all aspects of the Redevelopment Plan.

SECTION 12. The Agency and Council have reviewed and considered the Final Environmental Impact Report for the Redevelopment Plan, prepared and submitted pursuant to Public Resources Code Section 21151 and Health and Safety Code Section 33352, and certified the completion of said Final Environmental Impact Report on June 23, 1986, by Redevelopment Agency Resolution No. RDA-16 and City Council Resolution No. 1986-50.

SECTION 13. The City Council and the Agency duly held a joint public hearing on June 16, 1986 and continued on June 23, 1986, on the adoption of the Redevelopment Plan and matters related thereto. Notice of said hearing was duly and regularly published in the San Mateo Times, a newspaper of general circulation in the City and the County, there being no newspaper of general circulation printed and published in the City, once a week for four successive weeks prior to the date of said hearing, and a copy of said notice and affidavit of publication are on file with the City Clerk and the Agency. Copies of the notice of joint public hearing were mailed by certified mail with return receipt requested to the last known address of each assessee as shown on the last equalized assessment roll of the County of San Mateo of each parcel of land in the proposed Project Area.

SECTION 14. The City Council acknowledges receipt of and files:

a. Resolution No. 1986-51 of the City of San Carlos

electing to be allocated certain revenues attributable to any increase in these District's tax rates which may occur after the tax year in which this Ordinance becomes effective pursuant to Section 33676 of the California Health and Safety Code and has provided for such allocation in accordance with Section 700.70 of the Redevelopment Plan.

86079707

RECORDERS OFFICE SAN MATEO COUNTY

The City Council acknowledges that they have received no resolutions from affected taxing agencies electing to be allocated certain revenues attributable to increases in the assessed value of the taxable property in the redevelopment Project Area, which are, or otherwise would be, calculated annually pursuant to subdivision (f) of Section 110.1 of the Revenue and Taxation Code, and has provided for such allocation in accordance with Section 700.70 of the Redevelopment Plan.

SECTION 15. All written and oral objections to the Redevelopment Plan and Project Area are hereby overruled.

SECTION 16. The proposed Redevelopment Plan and Project Area, after public hearing and as recommended by the Agency, the Planning Commission, and the San Carlos Redevelopment Project Area Committee are hereby approved, adopted, and designated, respectively as the official Redevelopment Plan for the San Carlos Redevelopment Project Area and the San Carlos Redevelopment Project Area, for the City.

SECTION 17. The City Council hereby finds and determines that:

- a. It is necessary and/or desirable to adopt the Redevelopment Plan and Project Area to encompass the property referred to in the Redevelopment Plan and to authorize the development and/or construction of such facilities and/or improvements as are set forth in the Redevelopment Plan.
- b. The Project Area is a blighted area, the redevelopment of which is necessary to effectuate the public purpose declared in the California Community Redevelopment Law (Health and Safety Code Section 33000 et. seq.). The finding is based upon the following conditions which characterize the Project Area:
 - (1) The existence of unfit or unsafe buildings and structures due to age, obsolescence, faulty exterior spacing and mixed character, and shifting of uses.
 - (2) The existence of properties which suffer from deterioration and disuse because of: inadequate public improvements, facilities, and utilities, including inadequate and insufficient traffic circulation, drainage, water distribution, sewers, and lots (parcels) of irregular form, shape, and size, which cannot be remedied with private or governmental action without redevelopment.
 - (3) The existence of properties which suffer from economic dislocation, deterioration, and disuse resulting from faulty planning.

86079707

RECORDERS OFFICE SAN MATEO COUNTY

- (4) A lack of proper utilization of property, resulting in a stagnant and unproductive condition of land potentially useful and valuable.

It is further found and determined that such conditions are causing, and will increasingly cause, a reduction and lack of proper utilization of the area to such an extent that it constitutes a serious physical, social, and economic burden on the City which cannot reasonably be expected to be reversed or alleviated by private enterprise acting alone, requiring redevelopment in the interest of the health, safety, and general welfare of the people of the City and the State. This finding is based on the fact that governmental action available to the City without redevelopment would be insufficient to cause any significant correction of the blighting conditions, and that the nature and costs of the public improvements and facilities required to correct the blighting conditions are beyond the capacity of the City and cannot be undertaken or borne by private enterprise acting alone or in concert with available governmental action.

- c. The Redevelopment Plan will provide for redevelopment of properties within the Project Area boundaries in a manner conforming with the California Community Redevelopment Law and in the interests of the public peace, health, safety, and general welfare. This finding is based upon the fact that redevelopment of the Project Area will implement the objectives of the Community Redevelopment Law and the City's General Plan by aiding in the elimination and correction of the conditions of blight, providing for planning, development, redesign, clearance, reconstruction or rehabilitation of properties which need improvement, and providing for higher economic utilization of potentially useful land.
- d. The adoption and carrying out of the Redevelopment Plan is economically sound and feasible since it is based upon the Preliminary Redevelopment Plan which has been shown to be both economically sound and feasible as a financing mechanism for the Agency. Among other reasons this finding is based on the fact that under the Redevelopment Plan no public redevelopment activity will be undertaken unless the Agency can demonstrate that it has adequate revenue to finance the activity.
- e. The Redevelopment Plan conforms to the General Plan of the City. This finding is substantiated by the findings of the Planning Commission that the Redevelopment Plan conforms to the General Plan for the City.
- f. The carrying out of the Redevelopment Plan will promote the public peace, health, safety, and general welfare of the community and will effectuate the purposes and policy of the California Community Redevelopment Law. This finding is based on the fact that redevelopment will benefit the Project Area by correcting conditions of blight and by coordinating public and private actions to stimulate development and improve the economic, social, and physical conditions of the Project Area.
- g. The condemnation of real property is not contemplated in the Redevelopment Plan.

86079707

RECORDERS OFFICE SAN MATEO COUNTY

- h. The relocation of persons or businesses is not anticipated or at best would be minimal. However, the Agency has a feasible method or plan for the relocation of families and persons who might be temporarily or permanently displaced from the Project Area through the implementation of the Redevelopment Plan. This finding is based upon the fact that the Redevelopment Plan provides for relocation assistance according to law.
- i. There are or are being provided in the Project Area, or in other areas not generally less desirable in regard to public utilities and public and commercial facilities, and at rents or prices within the financial means of the families and persons displaced from the Project Area, decent, safe, and sanitary dwellings equal in number to the number of, and available to, the displaced families and persons and reasonably accessible to their places of employment. This finding is based upon the fact that no person or family will be required to move from any dwelling unit until suitable replacement housing is available.
- j. There is no noncontiguous area contained in the Project Area.
- k. Inclusion of any lands, buildings, or improvements which are not detrimental to the public health, safety, or general welfare is necessary for the effective redevelopment of the Project Area of which they are a part; and that the areas included are necessary for effective redevelopment in the community and are not included for the purpose of obtaining the allocation of tax increment revenues from the areas pursuant to Section 33670 of the California Health and Safety Code without other substantial justification for their inclusion. This finding is based upon the fact that the boundaries of the Project Area were chosen as a unified and consistent whole to include lands that were underutilized because of blighting influences, or affected by the existence of blighting influences, and land uses significantly contributing to the conditions of blight, whose inclusion is necessary to accomplish the objectives and benefits of the Redevelopment Plan.
- l. The elimination of blight and the redevelopment of the Project Area could not be reasonably expected to be accomplished by private enterprise acting alone without the aid and assistance of the Agency. This finding is based upon the existence of blighting influences, including the lack of adequate public improvements and facilities, and the inability of individual developers to economically remove these blighting influences without substantial public assistance in providing adequate public improvements and facilities, the inability of low- and moderate-income persons to finance needed improvements, and the inadequacy of other governmental programs and financing mechanisms to eliminate the blight, including the provision of necessary public improvements and facilities.
- m. The effect of tax increment financing will not cause a significant financial burden or detriment on any taxing agency deriving revenues from the Project Area. This finding is based, among other reasons, upon the fact no substantial evidence supporting the finding that the redevelopment project will cause or has caused a financial burden or detriment to taxing agencies has been submitted to the Agency pursuant to Section 33401, 33353.5 and 33012 of

86079707

RECORDERS OFFICE SAN MATEO COUNTY

the California Health and Safety Code. Furthermore, this finding is based upon the fact that the financial data, contents, and analysis as set forth in the Report of the Agency to the City Council in no way indicates that the Plan will cause or has caused a financial detriment or burden to any taxing agency, except as to the County of San Mateo and the San Mateo County Library, with which an agreement has been reached with respect to the mitigation of such burden or detriment.

- n. The Redevelopment Plan will afford the maximum opportunity, consistent with the sound needs of the City as a whole, for the redevelopment of such area by private enterprise.
- o. The Redevelopment Plan contains adequate safeguards so that the work of redevelopment will be carried out pursuant to the Redevelopment Plan, and it provides for the retention of controls and the establishment of restrictions and covenants running with the land sold or leased for private use for periods of time and under conditions specified in the Redevelopment Plan, which this City Council deems necessary to effectuate the purposes of the Community Redevelopment Law.
- p. All of the recitals of fact set forth in Sections 1 through 16 are true and correct.

SECTION 18. The City Council, although it does not contemplate the relocation of residents, is satisfied that within the Project Area boundaries or within the greater community, permanent housing facilities either exist or will be available within three years of the time occupants of the Project Area are displaced, and pending the development of the facilities, there will be available to the displaced occupants adequate temporary housing facilities at rents comparable to those in the community at the time of their displacement. No persons or families of low- or moderate-income shall be displaced from residences unless and until there is a suitable housing unit available and ready for occupancy by such displaced persons or families at rents comparable to those at the time of their displacement. Such housing units shall be suitable to the needs of such displaced persons or families and must be decent, safe, sanitary, and otherwise standard dwellings. The Agency shall not displace any such persons or families until such housing units are available and ready for occupancy.

SECTION 19. The City Council acknowledges that not less than twenty percent (20%) of the revenue derived from the allocation of taxes, pursuant to Section 33670 of the California Health and Safety Code, from the Project Area shall be used by the Redevelopment Agency for the purpose of increasing and improving the community's supply of housing for persons and families of low or moderate income, and very low-income households unless, through the implementation of the Redevelopment Plan, one of the following findings are made:

- a. That no need exists in the community to improve or increase the supply of low- and moderate-income housing in a manner which would benefit the Project Area; or
- b. That some stated percentage less than twenty percent (20%) of the taxes which are allocated to the Agency is sufficient to meet such housing need; or

86079707

RECORDERS OFFICE SAN MATEO COUNTY

- c. That a substantial effort to meet low- and moderate-income housing needs in the community is being made, and that this effort, including the obligation of funds currently available for the benefit of the community from State, local, and Federal sources for low- and moderate-income housing alone, or in combination with the taxes allocated under this provision, is equivalent in impact to the funds otherwise required to be set aside pursuant to this provision. The City Council shall consider the need which can be reasonably foreseen because of displacement of persons and families of low- or moderate-income or very-low income households from within, or adjacent to, the Project Area because of increased employment opportunities or because of any other direct or indirect result of implementation of the Redevelopment Plan.

SECTION 20. The City Council further finds and determines that the Project Area is a "predominantly urbanized" area of the City as said term is defined in Section 33320.1 of the California Health and Safety Code.

SECTION 21. In order to implement and facilitate the effectuation of the Redevelopment Plan which is hereby approved and adopted, it is found, determined, and ordered that certain official actions all of which are regularly authorized to occur by the City must be undertaken by the City with reference to, among other things, the following:

- a. Institution and completion of proceedings for opening, closing, vacating, widening, or changing the grades of streets, alleys, and other public rights-of-way, and for other necessary modifications of the streets, the street layout, and other public rights-of-way in the Project Area. Such action by the City shall include the requirement of abandonment and relocation by the public utility companies of their operations in public rights-of-way as appropriate to carry out this Plan.
- b. Institution and completion of proceedings necessary for changes and improvements in publicly-owned public utilities within or affecting the Project Area.
- c. Revision of zoning within the Project Area to permit the land uses and development authorized by this Plan, provided that such action is consistent with Section 500.10 of this Plan.
- d. Imposition wherever necessary (by Conditional Use Permits or other means) of appropriate controls, within the limits of this Plan upon parcels in the Project Area to ensure their proper development and use.
- e. Provision for administrative enforcement of this Plan by the City after development. The City and the Agency shall develop and provide for enforcement of a program for continued maintenance by owners of all real property, both public and private, within the Project Area throughout the duration of this Plan.
- f. Performance of the above (and of all other functions and services relating to public health, safety, and physical development normally rendered in

86079707

RECORDERS OFFICE SAN MATEO COUNTY

accordance with a schedule which will permit the development of the Project Area) shall be commenced and carried to completion without unnecessary delays.

- g. The undertaking and completing of any other proceedings necessary to carry out this project.

SECTION 22. The City Council agrees and does hereby:

- a. Pledge its cooperation in helping to carry out the Redevelopment Plan and requests the various officials, departments, boards, and agencies of the City having administrative responsibilities in the premises, likewise to cooperate to such extent and to exercise their respective functions and powers in a manner which is consistent with the Redevelopment Plan.
- b. Stand ready to consider the taking of appropriate action upon proposals and measures which are designed to effectuate the Redevelopment Plan.
- c. Declares its intention to undertake and complete any proceeding necessary to be carried out by the City under the provisions of the Redevelopment Plan, and hereby provides for the expenditure of City money pursuant to the Plan.

SECTION 23. That certain document entitled "Redevelopment Plan for the San Carlos Redevelopment Project Area", the maps contained therein, and such other reports as are incorporated therein by reference, a copy of which is on file in the office of the City Clerk of the City, having been duly reviewed and considered, is hereby incorporated in this Ordinance by reference and made a part hereof, and as so incorporated is hereby designated, approved, and adopted as the official "Redevelopment Plan for the San Carlos Redevelopment Project Area".

SECTION 24. The City Clerk is directed to send a certified copy of this Ordinance to the Agency, and the Agency is vested with the responsibility of carrying out the Redevelopment Plan.

SECTION 25. The City Clerk is hereby directed to record with the County Recorder of the County of San Mateo, a description of the land within the Project Area, and a statement that proceedings for the redevelopment of the Project Area have been instituted under the California Community Redevelopment Law. The Agency is hereby directed to effectuate recordation of documents in accordance with the provisions of Section 27295 of the Government Code to the extent they are applicable.

SECTION 26. The Building Department of the City is hereby directed, for a period of two years, to advise all applicants for building permits in the Project Area boundaries that the site for which a building permit is being sought for the construction of buildings or for other improvements is within the Project Area.

SECTION 27. The City Clerk is directed to transmit a copy of the description and statement recorded by the City Clerk pursuant to Section 25 of this

86079707

RECEIVED CITY OF SAN MATEO COUNTY

Ordinance, a copy of this Ordinance, and a map or plat, indicating the boundaries of the Project Area, to the auditor and tax assessor of the County of San Mateo, to the governing body of each of the taxing agencies which levies taxes upon any property in the Project Area, and to the State Board of Equalization, within thirty (30) days following the adoption of this Ordinance.

SECTION 28. Severability. If any part of this Ordinance or the Redevelopment Plan, is challenged in a court of competent jurisdiction and is thereafter declared to be unconstitutional, illegal, inoperative, or otherwise ineffective, such decision shall not affect the validity of the remaining portion thereof. The City Council hereby declares that it would have adopted this Ordinance and the Redevelopment Plan, and each part thereof, irrespective of the fact that any one or more parts thereof be declared invalid or unconstitutional.

SECTION 29. This Ordinance shall become effective thirty (30) days after its final passage and adoption and the Agency shall be vested with the responsibility of implementing and carrying out the Redevelopment Plan and is directed to undertake all activities and/or projects as is provided, authorized, or contemplated in the said Redevelopment Plan in order to provide for the redevelopment of the Project Area.

SECTION 30. The City Clerk shall certify to the passage of this Ordinance and cause the same to be published and posted in the manner provided by the City and appropriate provisions of State Law.

* * * * *

86079707

RF	
LN	
MF	
AF	
SM	

86079707
RECORDED AT REQUEST OF
City of San Carlos
JUL 11 4 10 PM '86
MARVIN CHURCH, RECORDER
SAN MATEO COUNTY
OFFICIAL RECORDS

RECORDERS OFFICE SAN MATEO COUNTY

Introduced this 30th day of June, 1986.

PASSED AND ADOPTED as an Ordinance of the City of San Carlos at a regular meeting of the City Council held on the 7th day of July, 1986, by the following vote:

AYES :	MITCHELL, SHANNON, BUCHANAN, BENNIE
NOES :	NONE
ABSENT :	STOLTZ
ABSTAIN :	NONE

Bennie Buchanan
Mayor

ATTEST :

Warren H. Shafer
Deputy City Clerk
of the City of San Carlos

86079707

* * * * *

CERTIFICATE OF THE CITY CLERK

I, Warren H. Shafer, the Deputy City Clerk of the City of San Carlos, California, do hereby certify that the foregoing is a true and correct copy of Ordinance No. 964 of the City of San Carlos, passed and adopted at a regular meeting of the City Council held on July 7TH, 1986.

WITNESS my hand and the seal of the City of San Carlos this 7TH day of July, 1986.

Warren H. Shafer appointed
I, ~~Margaret R. Henley~~, duly ~~elected~~ ^{appointed} Clerk of San Carlos and Ex-Officio Clerk of the Council, do hereby verify the attached Ordinance No. 964 is a true full and correct copy of Ordinance No. 964 passed and adopted by the Council of the City of San Carlos at its July 7th meeting of 7-7-86.

Warren H. Shafer
Deputy City Clerk

DATE: July 10, 1986

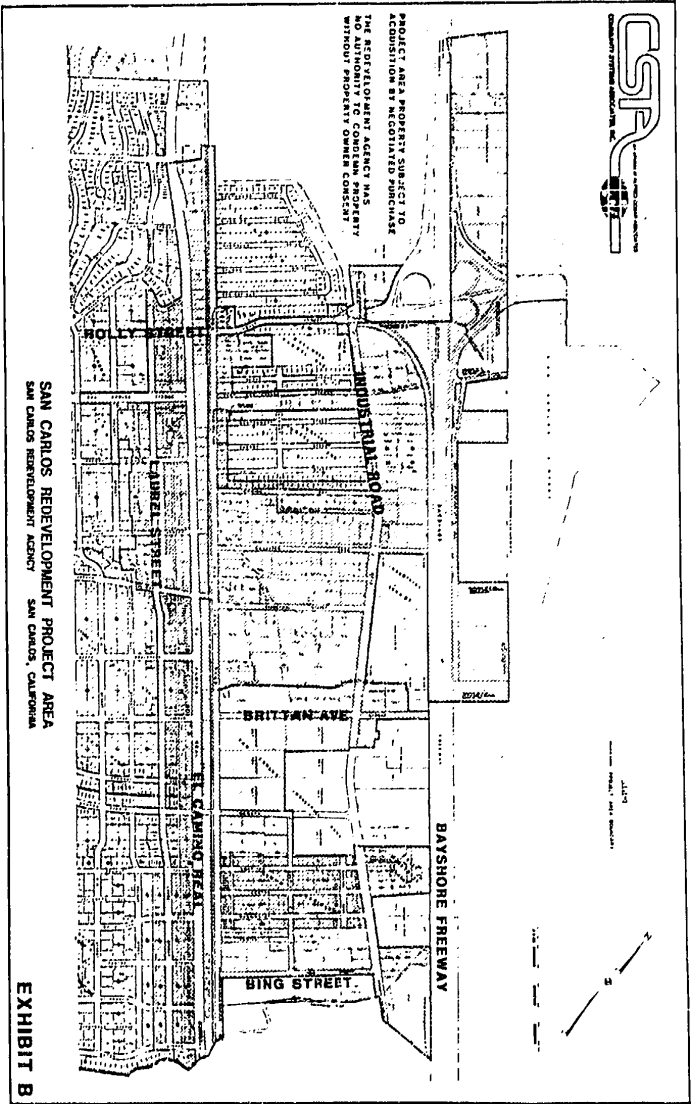
[illegible][illegible]

1

[illegible]



RECORDERS OFFICE SAN MATEO COUNTY



CLERK'S OFFICE SAN MATEO COUNTY

CITY OF SAN CARLOS



July 7, 1986

666 ELM STREET
SAN CARLOS, CALIF. 94070
TELEPHONE (415) 893-8011


County of San Mateo
County Clerk/Recorder
Hall of Justice and Records
401 Marshall Street
Redwood City, California 94063

SUBJECT: Recordation of Statment that the Proceedings for Redevelopment
of the San Carlos Project Area Have Been Initiated

Dear Sir:

On July 7, 1986, the City Council of the City of San Carlos adopted Ordinance No. 964 approving and adopting the San Carlos Redevelopment Plan and Project Area. Pursuant to Section 33373 of the California Health and Safety Code, the City Council does hereby state that the proceedings for redevelopment of the San Carlos Project Area have been instituted under the California Redevelopment Law, California Health and Safety Code, Division 24, Part 1, Section 33000 et. seq.

Sincerely,

Margaret Hanley 
Margaret Hanley, City Clerk
City of San Carlos

MH/bmr

86073707

14. SP-Exceptions 06a_2007-178444

No fee for recording pursuant to Government Code Section 27383

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

Executive Director
Redevelopment Agency of the
City of San Carlos
600 Elm Street
San Carlos, California 94070

2007-178444

11:23am 12/20/07 NOT Fee: NO FEE

Count of pages ~~18~~ 18

Recorded in Official Records

County of San Mateo

Warren Slocum

Assessor-County Clerk-Recorder



* 2 0 0 7 0 1 7 8 4 4 4 A R *

18p BD
#19/ac

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NOTICE REGARDING REAL PROPERTY
LOCATED WITHIN THE SAN CARLOS
REDEVELOPMENT PROJECT AREA**

**NOTICE REGARDING REAL PROPERTY LOCATED WITHIN THE
SAN CARLOS REDEVELOPMENT PROJECT AREA**

NOTICE IS HEREBY GIVEN that the Redevelopment Plan for the San Carlos Redevelopment Project Area was adopted by the City Council of the City of San Carlos on July 7, 1986, by Ordinance No. 964, and has been amended three times by the City Council (as amended, the "Redevelopment Plan"):

- On January 9, 1995, by Ordinance No. 1168 ("First Amendment");
- On January 12, 2004, by Ordinance No. 1330 ("Second Amendment"); and
- On March 13, 2006, by Ordinance No. 1370 ("Third Amendment").


The boundaries of the San Carlos Redevelopment Project Area (the "Project Area") are described in the document attached hereto, labeled Exhibit A, and incorporated herein by this reference.

Proceedings for the redevelopment of the Project Area have been instituted under the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*), and the Redevelopment Agency of the City of San Carlos (the "Agency") is vested with the responsibility for implementing and carrying out the Redevelopment Plan.

As adopted, Section 600.31 of the Redevelopment Plan authorized the Agency to use the power of eminent domain to acquire real property only in very specific circumstances and only within 12 years of the adoption of the Redevelopment Plan. Ordinance No. 964, which adopted the Redevelopment Plan, was adopted on July 7, 1986. Therefore, the authority of the Agency to acquire real property by eminent domain within the San Carlos Redevelopment Project Area expired on July 7, 1998.

Filed for recordation with the County Recorder of San Mateo County pursuant to Health and Safety Code Section 33373(c).

Dated: 12-20, 2007



Executive Director
Redevelopment Agency of the City of San Carlos

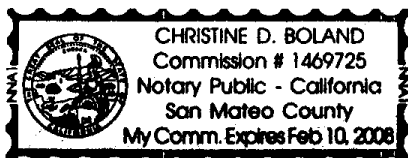
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Mateo } ss.On 12/20/07, before me, Christine D. Boland, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")personally appeared Mark Weiss
Name(s) of Signer(s)

- ☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Christine D. Boland
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Notice Re: Real Property Located within
the San Carlos ReDev. Project Area 16
 Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

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

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb here

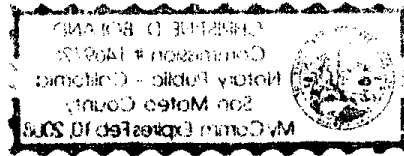


EXHIBIT "A"
SAN CARLOS REDEVELOPMENT
PROJECT AREA

All that certain portion of the territory within the corporate boundaries of the City of San Carlos, County of San Mateo, State of California, described more particularly as follows:

Beginning at a point on the northeasterly line of Old County Road said point being the point of beginning of the description of the Original Incorporation of the Town of San Carlos, June 22, 1925 thence northeasterly along the original boundary of the Town and the northwesterly boundary of the Phelps Home Subdivision as shown on the certain map thereof entitled "Phelps Home Subdivision, San Carlos, Calif." filed in the office of the San Mateo County Recorder in Volume 18 of Maps at Page 34 on June 18, 1930, to the most northerly common corner of Lots 5 and 6 of said Phelps Home Subdivision, thence southeasterly along the common lot line of said Lots 5 and 6 to the intersection thereof with the northwesterly line of Holly Street as shown on said map,

thence northeasterly along said northwesterly line of Holly Street to the most southerly common corner of Lots 24 and 25 of said subdivision, thence northwesterly along the common lot line of said Lots 24 and 25, 118.52 feet more or less to the northwesterly line of said Phelps Homes Subdivision, being a point on the Original Boundary of the Town of San Carlos,

thence northeasterly along said boundary 198.91 feet more or less to an angle point in original boundary at the northeasterly line of Pulgas Rancho,

thence southeasterly along the original corporate limits of the City of San Carlos following said Rancho line to the point of beginning of that certain Parcel One annexed to the City of San Carlos as described in the Board of Supervisors, County of San Mateo, State of California Resolution No. 6354 adopted April 1, 1952,

thence northerly along the corporate limits of the City of San Carlos as established by said Resolution and northwesterly along the northeasterly line of Industrial Way to the most westerly corner of said Parcel 1 of said Annexation,

thence continuing northwesterly along the northeasterly line of Industrial Way to the most westerly corner of Parcel 2 as shown on that certain parcel map recorded in Volume 20 of Parcel Maps, San Mateo County Recorder at page 23, thence North $46^{\circ} 51' 36''$ East 476.39 feet along the northwesterly line of said Parcel 2 to the most northerly corner of said Parcel, thence continuing southerly and southwesterly along the easterly line of said Parcel 2 and southwesterly line of the Bayshore Freeway to the intersection thereof with the corporate limits of the City as established by Parcel One of aforesaid Board of Supervisors Resolution No. 6354,

thence southeasterly along the corporate limits as established by aforesaid Board of Supervisors Resolution No. 6354 to a point on the corporate limits of the City of San Carlos as established by City of San Carlos Ordinance No. 213 adopted October 13, 1948, said point being on the northwesterly line of the annexed lands described in said Ordinance No 213, thence northeasterly along said northwesterly line to the most northerly corner of the lands annexed by said Ordinance No. 213, said point also being the most

westerly corner of the annexed lands described as Parcel Two in aforesaid County Board of Supervisors Resolution No. 6354,

thence continuing along the corporate limits of the City of San Carlos along the northwesterly line of Parcel Two as described in aforesaid Resolution to an angle point in the corporate limits as established by said Parcel Two at the easterly line of the Bayshore Freeway,

thence continuing northwesterly along the corporate limits of the City of San Carlos as described in Parcel Two of said Resolution and in Ordinance No. 444 of the City of San Carlos adopted December 30, 1957, and in Ordinance No. 452 adopted March 25, 1958, to the most southeasterly corner of the lands annexed to the City of San Carlos by Ordinance No. 610 adopted May 24, 1965, thence northwesterly along the southwesterly line of said annexation to the most westerly corner thereof,

thence northeasterly along the northwesterly line of said annexation to the northerly corner thereof, thence continuing northeasterly along the northwesterly and southeasterly along the northeasterly corporate limits of the City of San Carlos as established by aforesaid City Ordinance 452 to the most easterly point of the annexed lands described in aforesaid Ordinance No. 452, said point also being the most northerly point of the annexed lands described in aforesaid City Ordinance No. 444,

thence continuing along the corporate limits of the City of San Carlos southeasterly along the northeasterly line of the annexed lands described in said Ordinance No. 444 to an angle point in said description, said angle point also being the most northerly point of the annexed lands described in

Parcel Two of the aforesaid Resolution No. 6354 of the Board of Supervisors,

thence continuing along the corporate limits of the City of San Carlos southeasterly along the northeasterly boundary of the annexed lands described in Parcel Two of said Resolution No. 6354 and the southeasterly prolongation thereof to the intersection thereof with the southeasterly line of Monte Vista Road said line being 50 feet southeasterly and parallel to the northwesterly line of that certain 40 foot wide road described in the Deed from W. F. Chapman, et al, to Eliette O'Brien recorded in the Official Records of San Mateo County in Book 3 at page 359 on January 26, 1921 thence southwesterly 401.44 feet to the intersection thereof with the northeasterly line of the 49.5 foot easement granted to the City of San Carlos by Easement Deed recorded in Book 2560 of Official Records of San Mateo County at Page 162 on March 31, 1954, thence South $31^{\circ} 21' 23''$ East 295.72 feet along said northeasterly line, thence leaving said northeasterly line North $49^{\circ} 02' 17''$ East 446.51 feet to a point on the southwesterly line of the lands conveyed to San Carlos Development Co. by Deed record in Book 1816 of San Mateo County Official Records at Page 479, thence South $42^{\circ} 08' 24''$ East 300 feet, along said southwesterly line, thence leaving said line South $47^{\circ} 51' 36''$ West 497.5 feet more or less to the northeasterly line of the 49.5 foot easement granted by Harbor Development Corporation to the City of San Carlos by deed recorded in Book 2118 at page 664 of San Mateo County Official Records on August 23, 1951, thence South $42^{\circ} 08' 24''$ East 1427.01 feet more or less along said line to the intersection thereof with the northwesterly boundary of the lands annexed to the City of San Carlos by San Mateo County Board of Supervisors Resolution No. 6353 adopted April 1, 1952,

thence leaving the northeasterly line of said easement North $48^{\circ} 00'$ East 497.50 feet along the northwesterly boundary of said annexation, South $42^{\circ} 00'$ East 1200 feet along the northeasterly boundary of said annexation and South $48^{\circ} 00'$ West 777 feet to the intersection thereof with the corporate limits established by aforesaid City Ordinance No. 213, said intersection being a point on the southwesterly line of Bayshore Freeway (formerly Bayshore Highway),

thence northwesterly along the southwesterly boundary of Bayshore Freeway to the intersection thereof with the southeasterly line of Bransten Road as shown on the map of the Industrial Square Subdivision recorded in the Office of the San Mateo County Recorder in Volume 30 of Parcel Maps at Page 39 on February 27, 1976, thence southwesterly 487.21 feet along the southeasterly line of Bransten Road to the intersection thereof with the northeasterly line of Industrial Road, thence southeasterly along the northeasterly line of Industrial Road 1304.77 feet more or less to the northwesterly corner of Parcel 1 as shown on that certain Parcel Map in the Office of the San Mateo County Recorder in Volume 6 of Parcel Maps at Page 37 on October 29, 1968, thence North $47^{\circ} 35' 48''$ East 398.78, South $41^{\circ} 58' 50''$ East 107.05 feet, North $47^{\circ} 15' 08''$ East 20.04 feet and South $41^{\circ} 58' 50''$ East 217.94 feet along the northwesterly and northeasterly boundaries of Parcel 1 and 2 as shown on said Parcel Map to a point on the northwesterly line of Brittan Avenue, thence northeasterly 205.50 feet more or less to the intersection of said line with the southwesterly line of the Bayshore Freeway being a point on the corporate limits of the City of San Carlos as established by Ordinance No. 213, thence southeasterly along said southwesterly line and corporate limits 66 feet more or less to the

intersection thereof with the southeasterly line of Brittan Avenue, said intersection being the most northerly point of the lands shown on that certain Parcel Map filed in the Office of the San Mateo County Recorder in Volume 54 of Parcel Maps at page 81 on August 8, 1984, thence southwesterly along the southeasterly line of Brittan Avenue 516.12 feet to the most northwesterly corner of Parcel 1 as shown on said Parcel Map,

thence South $36^{\circ} 03' 20''$ East 136.85 feet, North $47^{\circ} 15' 30''$ East 30.23 feet, South $42^{\circ} 44' 30''$ East 8.40 feet, North $47^{\circ} 15' 30''$ East 3.50 feet, South $42^{\circ} 44' 30''$ East 7.40 feet, South $47^{\circ} 15' 30''$ West 3.50 feet, South $42^{\circ} 44' 30''$ East 33.50 feet, South $47^{\circ} 15' 30''$ West 2.00 feet, South $42^{\circ} 44' 30''$ East 20.00 feet, South $47^{\circ} 15' 30''$ West 36.35 feet, South $36^{\circ} 03' 20''$ East 85.37 feet along the southwesterly boundary of said Parcel 1, thence South $47^{\circ} 15' 30''$ West 150.00 feet along the boundary of said Parcel 1 to the intersection thereof with the northeasterly line of Industrial Road, thence continuing South $47^{\circ} 15' 30''$ West 80.55 feet more or less to a point on the southwesterly line of Industrial Road,

thence South $36^{\circ} 03' 30''$ East along the southwesterly line of Industrial Road to the intersection thereof with the northwesterly line of Subdivision No. 3 of San Carlos Industrial Park as shown on that certain map entitled "Lands of Diodati, Proposed San Carlos Industrial Park Subdivision No. 2-7" filed in the Office of the San Mateo County Recorder in Volume 113 of Maps at Page 35 and 36 on May 29, 1985, thence South $47^{\circ} 15' 30''$ West 643.21 feet, North $42^{\circ} 44' 30''$ West 7.00 feet and South $47^{\circ} 15' 30''$ West 26.65 feet along the northwesterly line of said subdivision No. 3, thence South $42^{\circ} 44' 30''$ East 623.51 feet along the southwesterly line of

Subdivision No. 3 and No. 2 as shown on said map to the intersection of said line with the northwesterly line of Howard Avenue,

thence northeasterly along the northwesterly line of Howard Avenue to the intersection thereof with the prolongation of the northeasterly line of Bayport Avenue, thence southeasterly along said prolongation and said northeasterly line to the most southerly corner of subdivision No. 1 of San Carlos Industrial Park as shown on that certain map entitled "San Carlos Industrial Park Subdivision No. 1" recorded in the Office of the San Mateo County Recorder in Volume 112 of Maps at Page 45 and 46 on November 6, 1984,

thence northeasterly along the southeasterly line of said Subdivision No. 1 to the intersection thereof with the southwesterly line of Industrial Road, thence northwesterly along the southwesterly line of Industrial Road to the intersection thereof with the prolongation of a line parallel to and at a distance of 100 feet measured at right angles to the northwesterly line of American Street shown on that certain map entitled "Aced Industrial Tract" filed in the Office of the San Mateo County Recorder in Volume 43 of Maps at Page 38 on October 19, 1955, thence North $48^{\circ} 47' 13''$ East along said prolongation and line 719 feet more or less to the intersection thereof with the southwesterly line of Bayshore Freeway, thence southeasterly along said southwesterly line 467.07 feet more or less to the intersection thereof with the northwesterly line of Parcel A as shown on that certain Parcel Map recorded in the Office of the San Mateo County Recorder in Volume 47 of Parcel Maps at Page 64 and 65 on August 7, 1979, thence South $44^{\circ} 25' 14''$ West 576.14 feet along said northwesterly line to the northeasterly line of Industrial Road, thence South $49^{\circ} 04' 15''$ East 499.57

feet to the most southerly corner of Parcel B as shown on said Parcel Map; thence North $46^{\circ} 25' 23''$ East 514.60 feet along the southeasterly line of said Parcel B to a point on the corporate boundary of the City of San Carlos as established by aforesaid Ordinance No. 213, said point also being a point on the southwesterly line of Bayshore Freeway, thence southeasterly along said corporate limits and southwesterly line 1168.77 feet more or less to the most easterly angle point in the corporate limits as established by Ordinance No. 213, thence leaving the southwesterly line of Bayshore Freeway westerly 614.43 feet more or less along the corporate limit of the City of San Carlos as established by said Ordinance No. 213 to the centerline of Industrial Road being a point on the northeasterly line of the Pulgas Rancho, thence continuing northwesterly along said centerline and corporate limits to the intersection thereof with the centerline of Cordilleras Creek, thence southwesterly along said Creek centerline to the intersection thereof with the southwesterly line of Industrial Road, thence northwesterly along the said southwesterly line to the intersection thereof with the southeasterly line of Bing Street being the northwesterly line of the land conveyed to Bay Cities Lumber Company by Deed recorded in the Office of the County Recorder of San Mateo County in Book 5712 of Official Records at Page 57 on November 6, 1969, thence southwesterly along the southeasterly line of Bing Street 1514.28 feet more or less to the northeasterly line of Old County Road, thence southeasterly 611.48 feet more or less to a point on the corporate limits of the City of San Carlos as established by aforesaid Ordinance No. 213 said point being the intersection of the northeasterly line of Old County Road with the centerline of Cordilleras Creek, thence southwesterly along said corporate limits following the centerline of Cordilleras Creek to most southerly corner of said annexation.

thence continuing southwesterly along the corporate limits of said City as established by City Ordinance No. 63 adopted February 11, 1926, following the centerline of Cordilleras Creek to the intersection thereof with common lot line of Lots 76 and 77 of Block 23 of White Oaks Tract Subdivision No. 4 as said lots are shown on that certain map entitled "White Oaks Tract Subdivision No. 4, San Carlos, CA" recorded in Volume 14 of Maps at page 1 through 3 in the Office of the San Mateo County Recorder, on May 26, 1926, thence northwesterly along the common lot line said Lots 76 and 77 to the southeasterly line of Eaton Avenue as shown on said map, thence southwesterly along the southeasterly line of Eaton Avenue to the intersection thereof with the prolongation of the southwesterly line of that certain unnamed alley transecting Blocks 58 through 61 as shown on said map, thence northwesterly along said prolongation and the southwesterly line of said alley to the intersection thereof with the northwesterly line of White Oaks Way as shown on said map,

thence northeasterly along the northwesterly line of White Oaks Way to the most easterly corner of Block 61 of said White Oaks Tract Subdivision No. 4, thence northwesterly along the southwesterly line of Laurel Street as shown on said map to the northerly corner of Block 62 of said subdivision, thence continuing northwesterly along the southwesterly line of Laurel Street (formerly called Horton Avenue) as shown on that certain map entitled "Oak Park, San Mateo County Calif." recorded in Volume 12 of Maps at Page 26 and 27 on May 5, 1925 in the Office of the San Mateo County Recorder and on that certain map entitled "Lyon & Hoag Subdivision of San Carlos" recorded in Volume 13 of Maps at Page 10 and 11 on November 19, 1925 in the Office of the San Mateo County Recorder to the

intersection thereof with the southeasterly line of Arroyo Avenue as shown on last said map,

thence southwesterly along the southeasterly line of Arroyo Avenue to the intersection thereof with the southeasterly prolongation of the northeasterly line of the land described in the Deed from Mercantile Trust Company of California, a corporation, to Robert Leiser and Bessie F. Leiser, his wife, dated September 23, 1926 and recorded September 25, 1926 in Book 258 of Official Records of San Mateo County at Page 51, thence northwesterly along said prolongation and northeasterly line to the intersection thereof with the southeasterly line of Lot 5C, Block 15, Amended Map of the Town of San Carlos as shown on that certain map entitled "Amended Map of Town of San Carlos" recorded in the Office of the San Mateo County Recorder in Book 8 of Maps of Pages 25 and 26 on October 7, 1912,

thence southwesterly along the southeasterly line of said Lot 5C and the prolongation thereof South $46^{\circ} 15'$ West 125.97 feet, thence leaving said last described line, North $49^{\circ} 02' 40''$ West 42.25 feet, North $76^{\circ} 21'$ West 26.54 feet and South $74^{\circ} 56' 08''$ West 11.20 feet to the intersection thereof with the southeasterly prolongation of the northeasterly line of Walnut Street, thence northwesterly along said prolongation to the southerly corner of Lot 6C, Block 15 of the Town of San Carlos as shown on aforesaid map entitled "Amended Map of the Town of San Carlos", thence northwesterly along the northeasterly line of Walnut Street, to the westerly corner of Lot 6C, Block 15 of said Map, thence northeasterly along the northwesterly line of said Lot 6C to the easterly common corner of Lots 6C and 6D, Block 15 as shown on said map, thence northwesterly along the northeasterly line of Lots 6D and 7 of said Block 15 to the southeasterly line of Olive Street,

thence southwesterly along the southeasterly line of Olive Street 20 feet to a point thereon distant 135 feet North $45^{\circ} 15'$ East from the northeasterly line of Walnut Street, thence North $43^{\circ} 45'$ West 200 feet, thence South $46^{\circ} 15'$ West 25 feet, thence North $43^{\circ} 45'$ West 450 feet to a point on line common to Lots 13 and 14, Block 16 of aforesaid Town of San Carlos, thence North $46^{\circ} 15'$ East 30 feet along said common lot line, thence North $43^{\circ} 45'$ West 150 feet to a point on the northwesterly line of Cherry Street as shown on said map,

thence North $46^{\circ} 15'$ East 10 feet along the northwesterly line of Cherry Street, thence North $43^{\circ} 45'$ West 100 feet to a point on the northwesterly line of Lot 7A, Block 17 of said Town of San Carlos, thence South $46^{\circ} 15'$ West 35 feet along said Lot line, thence North $43^{\circ} 45'$ West 100 feet to a point on the northwesterly line of Lot 8B of said Block 17, thence South $46^{\circ} 15'$ West 110 feet to the northeasterly line of Walnut Street as shown on last said map, thence South $43^{\circ} 45'$ East along the northeasterly line of Walnut Street to the westerly corner of Block 16 of aforesaid Town of San Carlos,

thence South $46^{\circ} 15'$ West 60 feet to the northerly corner of Block 25 of the Town of San Carlos as shown on last said map thence northwesterly along the southwesterly line of Walnut Street to the southeasterly line of San Carlos Avenue (called Cypress Avenue on last said map), thence South $46^{\circ} 15'$ West 310 feet along the southeasterly line of San Carlos Avenue, thence North $43^{\circ} 45'$ West 100 feet to a point on northwesterly line of San Carlos Avenue, thence North $46^{\circ} 15'$ East 680 feet along said

northwesterly line of San Carlos Avenue to the intersection thereof with the southwesterly line of Laurel Street as shown on last said map,

thence North 43° 45' West 1030 feet more or less along the southwesterly line of Laurel Street to the intersection thereof with the southwesterly line of Magnolia Avenue as shown of said map, thence northeasterly 45 feet more or less to a point on the southerly line of Block 8 of the Town of San Carlos as shown on that certain map entitled "Re-Subdivision of Portion of the Town of San Carlos, San Mateo County, California" recorded in the Office of the San Mateo County Recorder in Book 10 of Maps at Pages 39 and 40 on May 20, 1921, said point being the most southerly common corner of Lots 37 and 38 of Block 8 as shown on last said map,

thence southeasterly and northeasterly along the southwesterly and southeasterly boundary of said Block 8, to the most easterly corner of said Block 8 said corner also being a point on the southwesterly line of El Camino Real, State Highway Route 82, called Maple Street on last said map, thence northwesterly along the southwesterly line of said El Camino Real to the intersection thereof with the southwesterly prolongation of the southeasterly line of parcel 2 as shown on that certain Parcel Map entitled "Parcel Map, A Subdivision of Ogden Investment Company Land Described by Deed in Book 5315 at Page 518, Official Records of San Mateo County" recorded in volume 28 of Parcel Maps in San Mateo County Records at Page 46 on August 13, 1975, thence northeasterly along said prolongation and said southeasterly line to the northeasterly line of said Parcel 2, thence northwesterly along the northeasterly line at said Parcel 2 to most northerly corner of said Parcel 2 being a point on the original corporate limits of the Town of San Carlos, as established June 22, 1925, thence northeasterly

along the northeasterly prolongation of the northwesterly line of said Parcel 2 and said corporate limits to the northeasterly line of Old County Road, thence southeasterly along the northeasterly line of Old County Road to the Point of Beginning

Excluding therefrom the following two parcels of land more particularly described as follows:

Parcel One: Beginning at a point on the original corporate boundary of the Town of San Carlos as established June 22, 1925 said point being the most easterly corner of the Phelps Home Subdivision as shown on that certain map entitled "Phelps Home Subdivision, City of San Carlos, CA" filed in the Office of the San Mateo County Recorder in Volume 18 of Maps at page 34 on June 18, 1930, thence southeasterly along the northeasterly line of the Pulgas Rancho now the southwesterly line of Industrial Road to the intersection thereof with the northeasterly prolongation of the northwesterly line of East San Carlos Avenue as established by the McCue Subdivision as shown on the certain map thereof entitled "McCue Subdivision, San Carlos, California" filed in the Office of the San Mateo county Recorder in Volume 24 of Maps at page 49 on June 6, 1945,

thence southwesterly along said prolongation and northwesterly line of East San Carlos Avenue to the southerly corner of Lot 47 of said subdivision, thence northwesterly along the southwesterly lines of Lots 47 and 1 of said subdivision to the most westerly corner of said subdivision, thence northeasterly along the northwesterly line of said subdivision to the intersection thereof with northeasterly line of the lands conveyed to to the City of San Carlos by deed recorded in the Office of the San Mateo

County Recorders in Book 1823 of Official Records at Page 647 on March 24, 1950, thence northwesterly 313.12 feet along said northeasterly line to the intersection thereof with southeasterly line of the aforesaid Phelps Home Subdivision thence southeasterly along said southeasterly line to the southerly corner of Lot 48 of said subdivision, thence northwesterly along the southwesterly line of said Lot 48 to the intersection thereof with the southeasterly line of Holly Street as shown on aforesaid map of Phelps Home Subdivision, thence northeasterly along said southeasterly line to the intersection thereof with the northeasterly line of Lot 31 of said subdivision, thence southeasterly along said northeasterly line to the southeasterly line of said subdivision, thence northeasterly along the southeasterly line of said Phelps Home subdivision to the Point of Beginning

Parcel Two: Beginning at a point on the northwesterly line of Block 1 of the Harbor Addition Subdivision as shown on that certain map entitled "Harbor Addition to San Carlos" as filed in the Office of the San Mateo County Recorder in Book 13 of Map at Page 30 on February 3, 1926 that is North 47° 07' 20" West 25 feet from the most westerly corner of Lot 5 of said Block 1 thence northeasterly along the northwesterly boundary of said subdivision to the northerly corner of Block 2 of said subdivision, thence southeasterly along the southwesterly line of Industrial Road and northeasterly boundary of said subdivision and the northeasterly line of Harbor Additions No. 2, No. 3, No. 4, and No. 5 Subdivisions as shown on the certain maps thereof entitled "Harbor Addition to San Carlos, Map No. 2", "Harbor Addition to San Carlos, Map No. 3", "Harbor Addition to San Carlos, Map No. 4", and "Harbor Addition to San Carlos, Map No. 5", filed in the Office of the San Mateo County Recorder in Book 13 of Maps at

Page 58 on April 28, 1926, in Book 14 of Maps at Page 17 on August 20, 1926, in Book 15 of Maps at Page 60 on May 6, 1927 and in Book 16 of Maps at Page 14 on July 19, 1927, respectively, to the easterly corner of Lot 17, Block 7 of said Harbor Addition No. 5,

thence South $48^{\circ} 02' 20''$ West to the southerly corner of Lot 24 Block 8 of said Harbor Addition No. 5, thence northwesterly along the southwesterly line of said Lot 24, Lots 9 and 28 of Block 5, Lots 9 and 28 of Block 4 of said Harbor Addition Subdivisions and the northwesterly prolongation thereof to the northwesterly line of Montgomery Street as shown on aforesaid map of the Harbor Addition thence northeasterly along said northwesterly line 25.93 feet more or less to the southerly corner of the Lands conveyed by deed from William J. Lindeburg and Ruth Lindeburg to William Joseph Lindeburg and Ruth Lindeburg as Trustees by Deed recorded in the Official Records of San Mateo at file No. 82062441 on July 23, 1982, thence North $42^{\circ} 52' 40''$ West 100 feet to the Point of Beginning

15. SP-Exceptions 07_97076674

RECORDING REQUESTED BY:
FIRST AMERICAN TITLE INS. CO.

AFTER RECORDING MAIL TO:

City of San Carlos
600 Elm St.
San Carlos, Ca. 94070
ESCROW NO. Att. Michael Laughlin



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

Recorded at Request of
FIRST AMERICAN TITLE COMPANY

97-076674 06/25/97 04:23

Recording Fee: 83- BDUANE

TYPE OF DOCUMENT

Agreement

2P

97-076674

~~CONFIDENTIAL~~

**DEVELOPMENT AGREEMENT
1717 INDUSTRIAL ROAD PROPERTY
(CIRCLE STAR CENTER)**

This Agreement is entered into this 23rd day of June, 1997, by and between the City of San Carlos (City) and Mozart Development Company (Developer). This Agreement affects the rights and obligations of the parties with respect to a General Plan Amendment, Planned Community Zoning and Associated Plan of Development, Conditional Use Permits, Grading Approvals and Lot Line Adjustment for the 1717 Industrial Road Property formerly referred to as the Circle Star Center property (The Property) located in the City of San Carlos.

RECITALS

- A. California Commerce Bank is the owner of that real property described and illustrated in Exhibit A consisting of approximately 9.001 acres, approximately 7.621 acres of which lands are located in the City of San Carlos and approximately 1.38 acres of which lands are located in the City of Redwood City. Mozart Development Company has entered into a purchase agreement with the California Commerce Bank to acquire this property upon receipt of certain entitlements to use from the City of San Carlos and the City of Redwood City. This agreement is intended to be applicable only to that portion of the property (approximately 7.621 acres) located within the City of San Carlos.
- B. California Government Code Section 65864 et seq. authorizes cities to enter into a development agreement with any person having a legal or equitable interest in real property for the development of the property. It is intended that this Agreement be governed by and be consistent with provisions of that enabling legislation.
- C. The San Carlos City Council has reviewed and approved a General Plan Amendment, Planned Community Zoning and Plan of Development (the Plan) on April 28, 1997 and has found them consistent with the San Carlos General Plan, and Title 18 (Zoning) of the San Carlos Municipal Code.
- D. Prior to approval of this development agreement, the San Carlos City Council has considered and approved a mitigated negative declaration related to this project on April 28, 1997 in accordance with the California Environmental Quality Act (CEQA).
- E. In consideration of the mutual exchange of obligations set forth in this Agreement, San Carlos finds that it will further the goals of the General Plan and advance the public health, safety, and welfare to enter into this Agreement. San Carlos finds that the public benefits of entering into this Agreement include the following:
 - 1. Redevelopment of a vacant theater building and blighted property.
 - 2. Development of the property with uses which will produce significant revenue to the City of San Carlos.
 - 3. Installation of traffic control devices such as signals and medians which will improve and regulate the flow of traffic to and from the project.

NOW THEREFORE, the parties hereto agree as follows:

- 1. Applicable Exhibits, Documents and Proceedings
 - a. The following documents are referred to in this Agreement, attached as exhibits and hereby incorporated by reference:

Development Agreement
1717 Industrial Road

1. EXHIBIT A: A legal description of the 1717 Industrial Road property, which is the Property subject to this Agreement.
2. EXHIBIT B: The Plan of Development Map.
3. EXHIBIT C: The Planned Community Zoning Ordinance for the Property.
4. EXHIBIT D: Phasing Schedule.

All exhibits include all amendments approved up to and including the date of execution of this Agreement.

2. Development

The Developer and the City agree that development of the project will be consistent with the Planned Community Zoning Ordinance and Plan of Development for the Property set forth in Exhibits B and C. The parties agree that the phasing as specified in the schedule of development shall proceed in accordance with the time schedule set forth in Exhibit D.

3. Public and Private Improvements

- a. Traffic Signal. The Developer, at his expense, shall install a traffic signal at the project entrance, Industrial Road and "G" Street as depicted on the Plan of Development. Design of the intersection and design and installation of the signal shall be to the satisfaction of the City Engineer. Developer shall pay to the City the annual cost of maintaining the traffic signal not to exceed \$3000 per year indexed to the Consumer Price Index.
- b. Right of Way Dedication. The Developer shall dedicate the Industrial Road right-of-way from the existing centerline of Industrial Road to encompass all roadway improvements proposed on the Plan of Development. Dedication shall occur prior to the issuance of any Building permit for the property. The extent and form of the dedication shall be to the satisfaction of the City Engineer.
- c. Sewer Line Relocation. If feasible, the Developer shall relocate the existing sewer trunk line in Industrial Road so that wastewater from the property flows north to the San Carlos sanitary sewer trunk existing in Industrial Road north of Cordilleras Creek. Design, size of pipe, and installation shall be to the satisfaction of the City Engineer.
- d. Water Line Relocation. If feasible, the Developer shall request a change in Water Service Area for the property from Redwood City to the California Water Service Company. The request shall be made to the water purveyors and the California Public Utilities Commission. The City of San Carlos shall facilitate and support the request. When approval of the Service Area change is received, the Developer shall pay the costs of relocating the water service lines to obtain water service from the California Water Service Company.
- e. Creek Bank Protection. The City of San Carlos shall make application to the Department of Fish and Game for any permits necessary to install erosion control measures along the creek. The developer shall pay any costs associated with such application. Developer shall install erosion control measures along the banks of the unprotected portions of Cordilleras Creek within the limits of the Circle Star property subject to approval of the Department of Fish and Game. Installation shall occur prior to issuance of a Certificate of Occupancy for the second office building. Should the Department of Fish and Game refuse to issue a permit this condition will become void.
- f. Erosion Control. The Developer agrees to implement erosion control measures on the property during construction as required by the City Engineer. No grading shall be permitted from October 15 to April 15 of any given year, unless approved by the City Engineer.

MLS/C:1717 INDUSTRIALDEV.AGREE

97-076674

Development Agreement
1717 Industrial Road

- g. Industrial Road Median and Turn Lanes. The Developer shall install a landscaped median and turn lanes in Industrial Road as depicted on the Plan of Development. Design and installation shall be to the satisfaction of the City Engineer.

4. Transient Occupancy Tax and In-Lieu Payments

The City of San Carlos imposes a Transient Occupancy Tax on all transients for the privilege of occupancy in any hotel in the City (San Carlos Municipal Code Chapter 3..24). The developer shall collect and pay the Transient Occupancy Tax Pursuant to the Municipal Code provisions during the life of the project. Should the residential rental of hotel rooms (30 days or more per occupant) cause the transient occupancy tax to be reduced or eliminated by operation of law, the developer shall pay an in-lieu amount to the City of San Carlos which is equal to 10 percent of the rent charged by the hotel operator. Payment to the City of the in-lieu fees shall be made monthly. The developer agrees to permit an annual independent audit of his accounts when required by the City to determine the accuracy of in-lieu charges and collections. The terms of this provision shall extend beyond the life of this agreement to the life of the hotel portion of the project as long as property is used as a hotel/motel.

5. Phasing Schedule

The property improvements shall be completed in phases as set forth in Exhibit C hereto.

6. Development Fees

The Developer shall pay all applicable development fees, including but not limited to those listed below. The fees shall be those in effect on the date when the application for the various permits or entitlements are made.

- a. Sewer Connection Fee
- b. Building Permit Fees
- c. Planning Process & Review Fees
- d. Engineering Plan Check/Field Review Fee
- e. Other Processing Fees

7. Architectural Review

Prior to the issuance of a Building permit for any building or structure on any parcel of land subject to this Agreement, the property owner shall apply for and receive approval from the San Carlos Architectural Review Committee of the proposed new construction in accordance with San Carlos Municipal Code Section 18.116.130.

8. Applicable Land Use Regulations

During the term of this Agreement, the land use regulations and use entitlements which govern the development of the property only shall be those in effect in San Carlos on the date of execution of this agreement. For purposes of this Agreement, land use regulations include all laws, rules, regulations, ordinances, resolutions, plans, agreements, actions, approvals, and official policies governing zoning, land use, density, the pace of development (including any growth control or moratoriums), building size, design, subdivision, public improvements and dedications, residential permit restrictions, environmental guidelines or any other aspect of the development of real property, but exclude the Uniform Building Code, as amended by the City from time to time.

Development Agreement
1717 Industrial Road

9. Overriding Regulations

In the event that the law, regulations, or actions of any federal, state or local entity or agency (other than San Carlos) prevent or preclude compliance with any term of this Agreement, the Agreement shall be properly amended, modified or suspended to the extent necessary to comply with such provisions. If, however, such amendment, modification, or suspension would substantially deprive any party of the benefits of this Agreement, or make performance extremely difficult or expensive, the affected parties may rescind this Agreement and institute rescission procedures as set forth herein.

10. Processing Land Use Applications

San Carlos agrees that it will accept and expeditiously process in accordance with its ordinances, regulations, and policies, all complete applications for permits, design review or other entitlements for use of the Property in accordance with the approved Plan and the terms of this Agreement.

11. Annual Compliance Review

- a. Twelve (12) months from the date of the execution of this Agreement and at the end of every twelve (12) months thereafter (or such longer period of time as the City of San Carlos may set at its sole discretion), San Carlos shall review this Agreement and Developer shall demonstrate its good faith compliance with the terms of the Agreement. San Carlos shall give adequate, advance notice of each annual review together with requests for reasonable information and material needed to submit to establish compliance.
- b. The annual review shall be limited in scope to compliance with the terms of this Agreement.
- c. Developer shall be given an opportunity to be heard orally and in writing regarding its compliance with this Agreement before any review or action on the Agreement.
- d. Within ninety (90) days after each annual review, San Carlos shall issue a written decision regarding compliance with this Agreement. A copy of the decision shall be sent to all persons entitled to notice under paragraph 18(a). In the event that San Carlos fails to issue a decision within the specified time period, it shall be conclusively determined that Developer is in good faith compliance to the date of the review for purposes of future annual reviews or any legal actions between the parties.

12. Events of Default. Unless extended by mutual consent of the parties or by the events set forth in subparagraph (b) herein, failure or unreasonable delay by the Developer to complete a Phase once commenced or either party to perform any term of this Agreement constitutes a default.

- a. Default. The Developer shall be considered in default under this Agreement upon the happening of one or more of the following events or conditions:
 - (1) If Developer intentionally and willfully makes any material written misrepresentation to San Carlos and the City relies on it in approving the Project; or
 - (2) A finding and determination by San Carlos is made following a review, as specified above, that upon the basis of substantial evidence and with a reasonable opportunity to cure the default, that Developer has not complied in good faith with one or more of the material terms of this Agreement. Such a finding by San Carlos shall be reviewable under Code of Civil Procedure Section 1094.5 with the court employing an "independent judgment" standard.

97-076674

Development Agreement
1717 Industrial Road

- b. Non-Performance. Non-performance on the part of Developer shall be excused for the period it is prevented or delayed by reason of:
- (1) War, insurrection, riot, flood, severe weather, earthquake, fire, casualty, acts of a public enemy, governmental restriction, acts or failures to act of any governmental agency or entity;
 - (2) Unavailability of necessary labor, materials, or tools; strikes, lockouts, and delays of any contractor, subcontractor, or supplier which are not within the control of Developer;
 - (3) Any judicial action which in any way prevents or otherwise interferes with Developer's compliance with this Agreement;
- c. Other Legal Rights. In the event that Developer defaults, San Carlos may terminate this Agreement after notice and public hearing or it may, in accordance with paragraph 13 hereof, exercise any of its other legal rights.
- d. Default by San Carlos. San Carlos shall be considered in default under this Agreement if it does not, with reasonable promptness and within the legally required time limit, accept, review, approve and/or issue permits or entitlements for use which are consistent with this Agreement and the applicable land use regulations or it otherwise violates the provisions of this Agreement. In the event of such default, Developer may exercise any of its rights under this Agreement, but in no event shall Developer be obligated to proceed with or complete the Project or any phase thereof nor shall delays in Developer's performance which directly result from delay or default of San Carlos, constitute grounds for termination or cancellation of this Agreement by San Carlos.

13. Procedure Upon Default

- a. Upon the occurrence of an event of default and before any legal action can be initiated, written notice shall be given to the defaulting party setting forth the nature of the default. The defaulting party shall have ninety (90) days to cure the default, except as provided for in subparagraph (c) herein. If the default is not cured, the non-defaulting party may proceed in accordance with this Agreement.
- b. Except as otherwise provided in this Agreement, failure or delay in giving notice of default shall not constitute a waiver of any default, change the date of the default, or deprive any party of its rights and remedies.
- c. In the event that the default would cause great or irreparable injury to a party prior to expiration of the ninety (90) period to cure defaults, said party may initiate legal action after giving the defaulting party a twenty-four (24) hour demand notice to cure the default.

14. Enforcement Provisions

- a. Unless amended, modified, suspended, or canceled pursuant to this Agreement, the Agreement shall be enforceable by any party to it. In any litigation concerning this Agreement, no party shall be permitted to assert as a claim or defense the invalidity of this Agreement or any of its provisions.
- b. The parties hereto may enforce this Agreement in any legal or equitable action. They may seek damages for any breach, and injunctive, declaratory, mandatory and/or specific relief for any breach or threatened breach. It is understood by the parties that in the event of a breach of this Agreement, irreparable harm may occur to the non-breaching party and damages may be an

Development Agreement
1717 Industrial Road

inadequate remedy. To the extent permitted by law, it is therefore expressly recognized that specific enforcement of this Agreement is an appropriate, desirable and available remedy.

- c. If any legal or equitable action by a party hereto to enforce, interpret or remedy a violation of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs.
15. Amendments and Modifications. Except as provided in paragraph 6.02, below, with respect to City's annual review, this Agreement may be modified or amended only by mutual consent of the parties in writing, and then only in the manner provided for in Section 65868 of the Development Agreement Legislation. Any amendment to this Agreement which does not relate to the Term, permitted uses, density or intensity of use, height or size of buildings, provisions for reservation and dedication of land, conditions, terms, restrictions, and requirements relating to subsequent discretionary actions, monetary contributions by Developer, or any conditions or covenants relating to the use of the Property, shall require the giving of notice pursuant to Section 65867 of the Development Agreement Legislation as specified by Section 65868 thereof, but shall not require a public hearing.

16. Successors in Interest

- a. The burdens of this Agreement shall be binding upon, and the benefits shall inure to, all assignees, transferees and any other successors in interest to the parties hereto. This Agreement shall be recorded.
- b. Nothing in this Agreement shall prohibit or limit Developer's right to sell, convey, exchange or otherwise transfer any or all of the Property or its rights and interests under this Agreement to any person, firm or corporation at any time during the term if this Agreement subject to reasonable approval by San Carlos. Developer shall give San Carlos thirty (30) days' written notice of its intent to sell, assign or transfer its rights or interests under this Agreement. San Carlos agrees that it shall approve any sale, assignment, or transfer to a financially responsible entity. Developer agrees to supply San Carlos with reasonable evidence of the financial responsibility of any proposed successor. If San Carlos does not approve a sale, assignment or transfer within ten (10) days without stated grounds for the failure to approve, such sale, assignment or transfer shall be deemed approved. Any proposed successor shall agree in writing to assume Developer's obligations under this Agreement. Developer shall continue to be bound by this Agreement unless its assignee or transferee assumes, in writing Developer's obligations. City's consent shall not be required once the development, under Section 2, is completed and the public and private improvements under Section 3 are completed.
- c. San Carlos hereby consents to the following assignments:
- (i) Assignment of this Agreement in respect of the office project parcel by Developer to, and assumption in writing by, a partnership or limited liability company in which John Mozart (or a corporation or other entity controlled by John Mozart) is a general partner or manager and (ii) assignment of this Agreement in respect of the hotel project parcel by Developer to, and assumption in writing by, Homestead Village or any affiliate thereof. Upon the foregoing assignments, this Agreement shall be severed and become two agreements, Developer shall be released of any obligations hereunder which accrue following such assignment, each assignee shall be solely responsible for the provisions of this Agreement which apply to the Parcel such assignee acquired, and neither such assignee shall be responsible for, nor shall a default hereunder arise in respect of, any default by the other assignee hereunder. For the purposes of the foregoing, the obligations described in subparagraphs 3a, c and d shall be associated solely with the office project parcel, the obligations described in subparagraph 3b, e, f and g will be associated with each parcel and the obligations of Paragraph 4 will be associated solely with the hotel project parcel.

MLS C 1717 INDUSTRIAL/DEV AGREE

Development Agreement
1717 Industrial Road

17. Term of The Agreement

- a. The term of this Agreement shall be 10 years from the date of its execution, or such earlier date as Developer ceases to have any further obligations under this Agreement.
- b. After expiration or full satisfaction of this Agreement, the parties shall execute an appropriate certificate of termination which shall be recorded in the San Mateo County Recorder's Office.
- c. Termination of this agreement shall not cause obligations under this agreement for payment of fees, transient occupancy taxes or other obligations of a continuing nature to cease.

18. Notices

- a. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, as follows:

To the City of San Carlos: CITY OF SAN CARLOS
CITY HALL
600 ELM STREET
SAN CARLOS, CA 94070

ATTENTION: CITY MANAGER

To the Developer: THE MOZART DEVELOPMENT CO.
1068 EAST MEADOW CIRCLE
PALO ALTO, CA 94303

With a copy to: JEFFREY W. JOHNSON, ESQUIRE
ELLMON, BURKE, HOFFMAN & JOHNSON
ONE ECKER BUILDING, SUITE 200
SAN FRANCISCO, CA 94105

- b. The effective date of any notice shall be the date of its receipt. A party may change its address by giving notice in writing to the other parties and thereafter notices shall be sent to the new address.

19. Additional Provisions

- a. If any provision of the Agreement is determined to be invalid, the remainder of the Agreement shall remain in full force and effect unless the invalid provision is so material as to defeat the primary purposes of this Agreement.
- b. It is understood that the contractual relationship between the parties is such that Developer is an independent contractor and not the agent of San Carlos. It is further understood that Developer shall have exclusive power over its private property, subject only to the limitations and obligations imposed by this Agreement.
- c. In the event of any dispute between the parties, California law shall apply to the interpretation, construction and enforcement of this Agreement. The parties agree to submit to and participate in good faith in mediation to resolve any disputes hereunder before proceeding with any legal action.

MLS C 1717 INDUSTRIAL/DEV AGREE

07-107674

Development Agreement
1717 Industrial Road

- d. Any amendment, modification, suspension or cancellation of this Agreement must be in writing, signed by the appropriate authorities for San Carlos and Developer, and in a form suitable for recording in the San Mateo County Recorder's Office.
- e. Project Approvals Independent. All project approvals and future approvals which may be granted pursuant to this Agreement and all land use entitlements or other approvals which have been or may be issued or granted by the City with respect to the Property, constitute independent actions by the City. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, or if the City terminates this Agreement or upon expiration of the Term of this Agreement, then such invalidity, unenforceability, termination, or expiration of this Agreement or any part hereof shall not affect the validity or effectiveness of any Project Approvals or future approvals or other land use entitlements, whether approved prior to, concurrently with, or subsequent to approval of this Agreement.
- f. No Third Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action based upon any provision of this Agreement.
- g. Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Property is a separately undertaken development by Developer. No agency relationship, partnership, joint venture, or other associate of any kind between Developer and City is formed by this Agreement.
- h. Public Benefit. City hereby finds and determines that execution of this Agreement furthers the public health, safety, and general welfare of the community and that the provisions of this Agreement are consistent with the Development Agreement Statute and City's General Plan. The parties understand and agree that this Agreement is not intended to constitute, nor shall it be construed to constitute, an impermissible attempt to contract away the legislative and governmental functions and powers of City, including City's police power.
- i. Recordation of Development Agreement. In accordance with Government Code, Section 65868.5, no later than ten (10) days after City enters into this Agreement and any amendments thereto, the City Clerk of City shall record this Agreement and any amendments thereto in the Official Records of the County of San Mateo.
- j. Limitations on Actions. Any action by any third person or entity to attack, review, set aside, void, or annul any action or decision taken by either party hereunder shall not be maintained by such person unless such action or proceeding is commenced within ninety (90) days after the date such decisions or action is made or taken hereunder.
- k. Developer. By execution hereof, Developer warrants and represents that it has the authority to execute this Agreement and that the individuals executing this Agreement on behalf of the Developer have the authority and capacity to bind Developer to the performance of Developer's obligations hereunder.

MLS C-1717 INDUSTRIAL/DEV AGREE

Development Agreement
1717 Industrial Road

EXECUTED the day and year first written above.

Dated 6/23/97
By Michael P. Garvey
Printed Name Michael P. Garvey
Title City Manager, City of San Carlos

Dated 6-23-97
By Robert Lanzone
Printed Name Robert Lanzone
Title Consulting Attorney, City of San Carlos

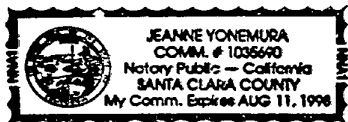
Dated _____
By Johr. Mozart
Printed Name Johr. Mozart
Title President, Mozart Development

97-076674

STATE OF California)
COUNTY OF Santa Clara) ss

On June 20, 1997 before me, Jeanne Yonemura,
a Notary Public in and for said County and State, personally appeared, John Muzet,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

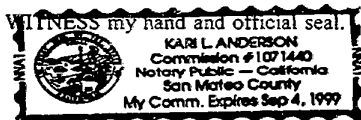


Signature: Jeanne Yonemura

My Commission Expires: August 11, 1998

STATE OF CALIFORNIA)
COUNTY OF San Mateo) ss

On June 23, 1997 before me, Kari L. Anderson,
a Notary Public in and for said County and State, personally appeared, ROBERT LANZONE,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



Signature: Kari L. Anderson

My Commission Expires: September 4, 1999

STATE OF CALIFORNIA)
COUNTY OF SAN MATEO) ss

On JUNE 23, 1997 before me, MARGE LINDER,
a Notary Public in and for said County and State, personally appeared, MICHAEL P. GARVEY,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature: Marge Linder

My Commission Expires: OCTOBER 3, 1997

97-076674

06/23/97 14:33

002/005

Brian Kangas Foulk
Engineers • Surveyors • Planners

June 13, 1997
BKF Project No. 975001-50

**PROPERTY DESCRIPTION OF
APPROVED PARCEL 1 CONFIGURATION**

ALL that real property situate in the City of San Carlos and the City of Redwood City, County of San Mateo, State of California, being a portion of Parcel I and Parcel II and being all of Parcel III, Parcel IV and Parcel V, as described in the Trustee's Deed from Seaside Financial Corporation to California Commerce Bank, recorded June 9, 1995, as Series Number 95059343, Official Records of San Mateo County, described as follows:

BEGINNING at the southwesterly corner of said Parcel II at the centerline of Industrial Way (80 feet wide); thence along the westerly line of said Parcel II North (the bearing North being used for the purpose of this description) 53.02 feet to a point distant 40.00 feet northeasterly, measured at a right angle, from said centerline of Industrial Way; thence leaving said westerly line of Parcel II parallel with and distant 40.00 feet northeasterly, measured at a right angle, from said centerline of Industrial Way South 48°58'53" East 220.17 feet; thence leaving said parallel line North 48°01'00" East 133.64 feet; thence North 41°59'00" West 220.81 feet; thence North 78.95 feet; thence North 48°01'00" East 132.19 feet; thence North 41°59'00" West 170.00 feet; thence North 48°01'00" East 41.50 feet; thence North 41°59'00" West 49.07 feet to a point from which the radial center of a curve having a radius of 60.00 feet bears North 39°21'02" West; thence southwesterly along said curve through a central angle of 21°41'29", an arc distance of 22.72 feet; thence South 72°20'27" West 33.28 feet to a tangent curve to the left having a radius of 70.00 feet; thence along said curve through a central angle of 72°20'20", an arc distance of 88.38 feet to the westerly line of said Parcel I; thence along the perimeter of said Parcel I the following four (4) courses: 1) North 114.94 feet; 2) North 46°30'48" East 126.81 feet; 3) South 41°59'00" East 1187.08 feet; 4) South 89°08'07" West 254.81 feet to the most easterly corner of said Parcel V; thence along the perimeter of said Parcel V the following two (2) courses: 1) South 46°38'37" West 42.11 feet; 2) North 43°21'23" West 38.58 feet to the most westerly corner thereof; thence along the southerly line of said Parcel I and Parcel III, South 89°08'07" West 117.62 feet to the most easterly corner of said Parcel IV; thence along the perimeter of said Parcel IV the following two (2) courses: 1) South 46°38'37" West 74.14 feet to a point from which the radial center of a curve having a radius of 3674.71 feet bears South 44°16'34" West; 2) southwesterly along said curve through a central angle of 01°06'45", an arc distance of 71.35 feet to the southerly line of

97-076674

Exhibit "A"
Page 1 of 3

2737 North Main Street, Suite 200 • Walnut Creek, CA 94596 • (510) 940-2200 • FAX (510) 940-2299

EXHIBIT A OF DEV. AGREEMENT

06/23/97 14:34

003/005

June 13, 1997
BKF Project No. 975001-56

said Parcel III; thence along said southerly line South 89°08'07" West 56.06 feet to the most southwesterly corner of said Parcel III; thence along the southwesterly line of said Parcel III, Parcel I and Parcel II, North 48°58'53" West 391.05 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

BEGINNING at a point in the northerly boundary line of the lands conveyed in that certain Grant Deed from Saul Witschner, et al., to Metal Machine Manufacturing, Inc., recorded October 3, 1958, in Book 3468 at Page 89 (80537-Q), Official Records of San Mateo County, distant thereon, North 89°08'07" East (called North 89°08' East in said Trustee's Deed recorded as Series Number 95059343) 105.49 feet from the most westerly corner of said lands; thence from said POINT OF BEGINNING, leaving said northerly boundary line, North 46°38'37" East 86.73 feet; thence South 43°21'23" East 79.45 feet to said northerly boundary line; thence along said last mentioned line, South 89°08'07" West 117.62 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

COMMENCING at the most easterly corner of aforesaid Parcel I as said parcel is described in that certain Grant Deed from Robinwood Lane Corporation to Russell A. Margiotta and Deborah B. Margiotta, as Trustees under Declaration of Trust dated May 6, 1981, recorded August 17, 1984 as Series Number 84091556, Official Records of San Mateo County; thence southwesterly along the line common to said Parcel I (Series Number 84091556), and aforesaid Parcel I (Series Number 95059343), South 46° 30' 48" West 15.04 feet to the POINT OF BEGINNING; thence leaving said common line, South 15°03'06" East 44.56 feet to a tangent curve to the right having a radius of 45.00 feet; thence along said curve through a central angle of 84°16'48", an arc distance of 66.19 feet; thence South 69°13'42" West 40.72 feet to a tangent curve to the left having a radius of 50.00 feet; thence along said curve through a central angle of 33°51'48", an arc distance of 29.55 feet; thence South 35°21'54" West 7.01 feet to the westerly line of said Parcel I (Series Number 95059343); thence along said westerly line North 57.84 feet to said line common to said Parcel I (Series Number 84091556), and aforesaid Parcel I (Series Number 95059343); thence northeasterly along said common line, North 46° 30' 48" East 111.77 feet to the POINT OF BEGINNING.

97-076674

Exhibit "A"
Page 2 of 3

EXHIBIT A OF DEV. AGREEMENT

06/23/97 14:34

004/005

June 13, 1997
BKF Project No. 975001-50

The bearing "North" of the westerly line of said Parcel 1 as described in the Trustee's Deed from Seaside Financial Corporation to California Commerce Bank, recorded June 9, 1995, as Series Number 95059343, Official Records of San Mateo County, was taken as the Basis of Bearings for this description.

Containing a gross area of 6.983 acres, more or less, excluding the above described exceptions.

A plat showing the above described parcel is attached hereto and made a part hereof as Exhibit "C".

For BRIAN KANGAS FOULK:

Paul Kittredge
Paul Kittredge, P.L.S./No. 5790
License Expires June 30, 2000

Dated: 6/13/97



97-076674

Exhibit "A"
Page 3 of 3

EXHIBIT A OF DEV. AGREEMENT

08/23/97 14:02

007/008

Brian Kangas Foulk

Engineers • Surveyors • Planners

June 12, 1997

BKF Project No. 975001-50

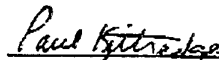
**PROPERTY DESCRIPTION
APPROVED PARCEL II CONFIGURATION**

All that real property situate in the City of San Carlos, County of San Mateo, State of California, being a portion of Parcel I and Parcel II as described in the Trustee's Deed from Seaside Financial Corporation to California Commerce Bank, recorded June 9, 1995, as Series Number 95059343, San Mateo County Records, described as follows:

COMMENCING at the southwesterly corner of said Parcel II at the centerline of Industrial Way (80 feet wide); thence along the westerly line of said Parcel II North (the bearing North being used for the purpose of this description) 53.02 feet to a point distant 40.00 feet northeasterly, measured at a right angle, from said centerline of Industrial Way, said point also being the POINT OF BEGINNING of this description; thence leaving said westerly line of Parcel II parallel with and distant 40.00 feet northeasterly, measured at a right angle, from said centerline of Industrial Way South 48°58'53" East 220.17 feet; thence leaving said parallel line North 48°01'00" East 133.64 feet; thence North 41°59'00" West 220.81 feet; thence North 78.95 feet; thence North 48°01'00" East 132.19 feet; thence North 41°59'00" West 170.00 feet; thence North 48°01'00" East 41.50 feet; thence North 41°59'00" West 49.07 feet to a point from which the radial center of a curve having a radius of 60.00 feet bears North 39°21'02" West; thence southwesterly along said curve through a central angle of 21°41'29", an arc distance of 22.72 feet; thence South 72°20'27" West 33.28 feet to a tangent curve to the left having a radius of 70.00 feet; thence along said curve through a central angle of 72°20'20", an arc distance of 88.38 feet to the westerly line of said Parcel I; thence along said westerly line of Parcel I and the westerly line of said Parcel II South 379.45 feet to the POINT OF BEGINNING. Containing a gross area of 2.018 acres, more or less.

A plat showing the above described parcel is attached hereto and made a part hereof as Exhibit "C".

For BRIAN KANGAS FOULK:



Paul Kittredge, P.E.S. No. 5790
License Expires June 30, 2000

Dated: 6/12/97

Exhibit "B"
Page 1 of 1

2737 North Main Street, Suite 200 • Walnut Creek, CA 94598 • (510) 940-2200 • FAX (510) 940-2209

EXHIBIT A OF DEV. AGREEMENT

97-076674

06/23/97 14:34

005/005

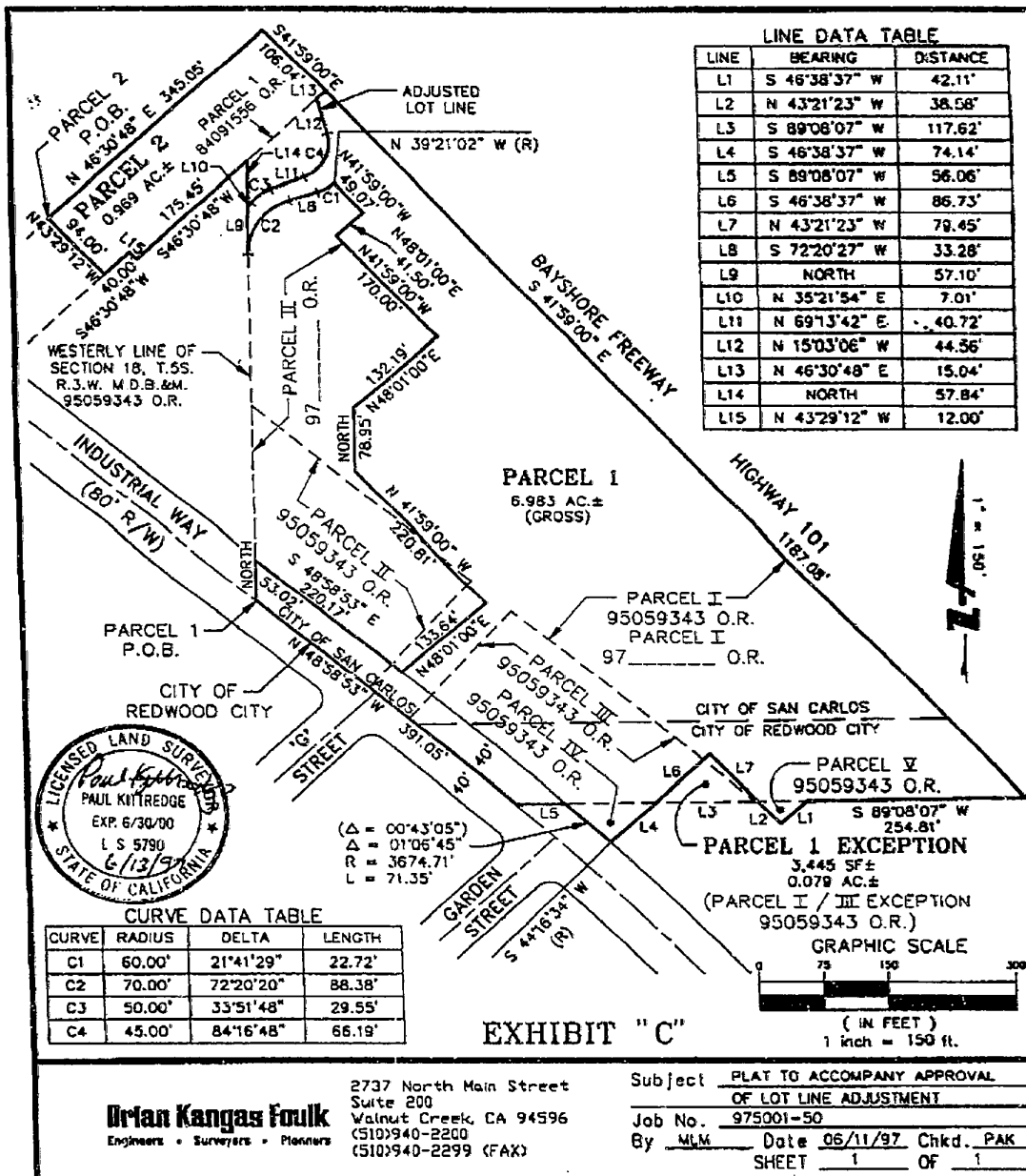
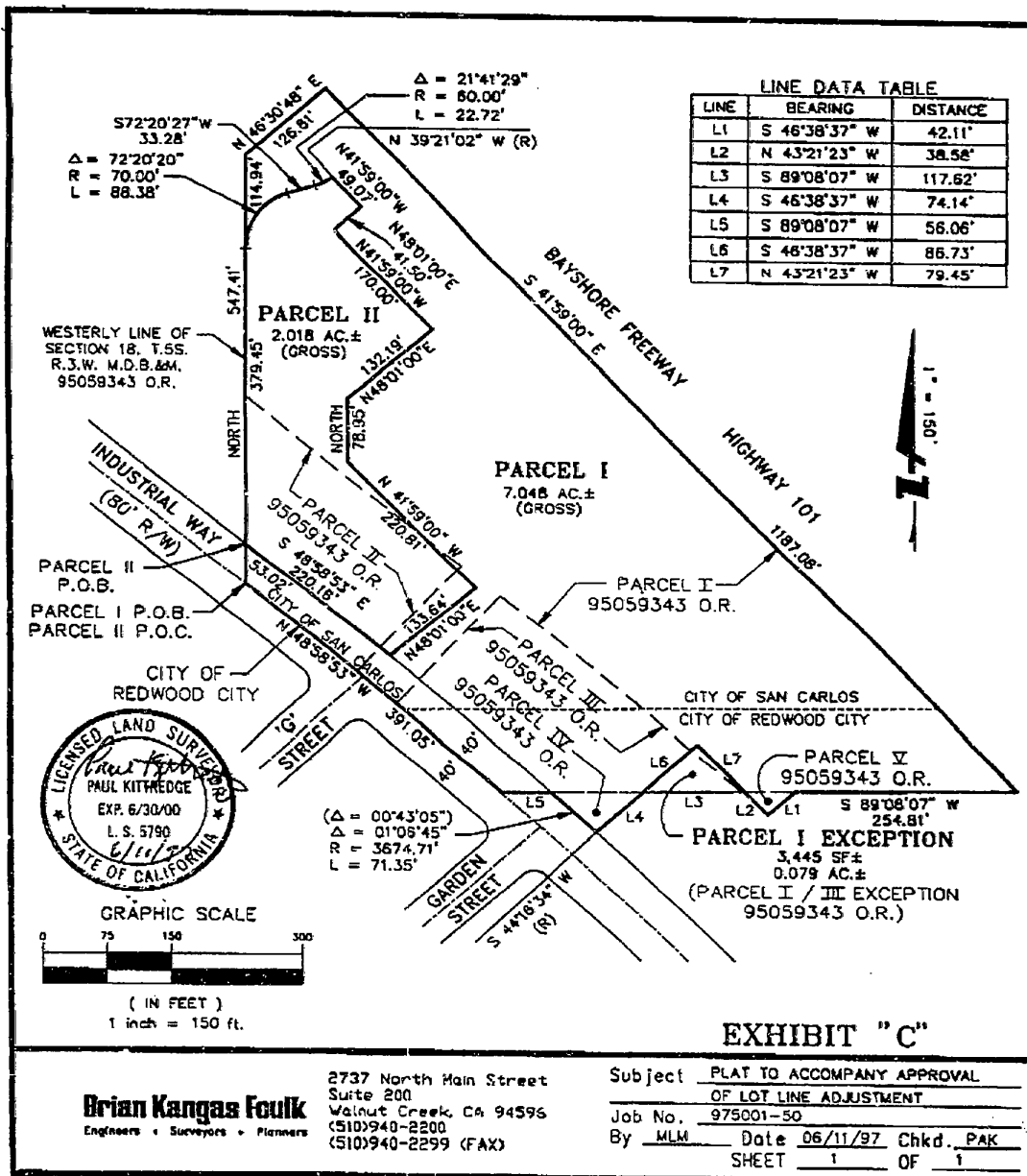


EXHIBIT A OF DEV. AGREEMENT

06/23/97 14:03

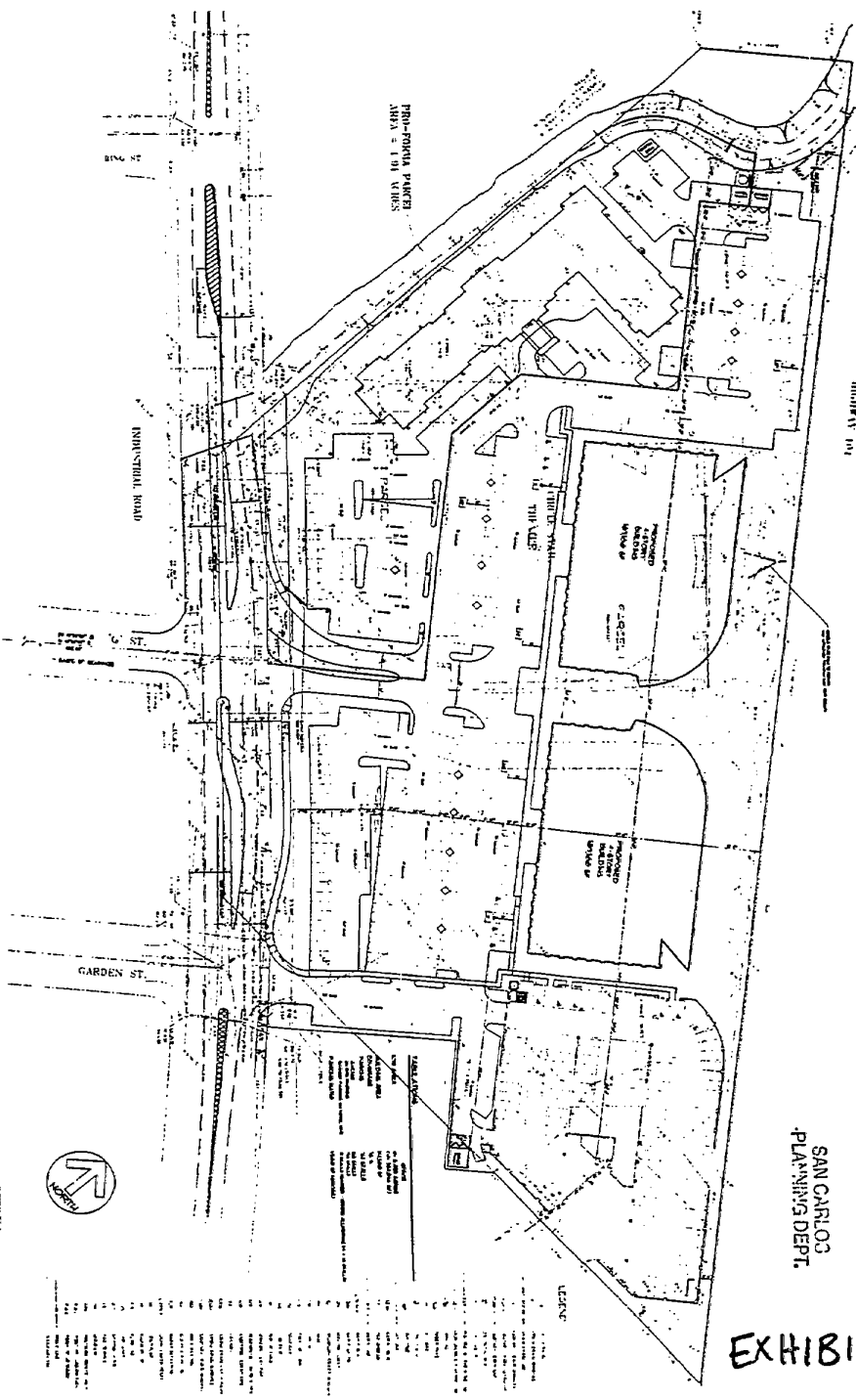
008/008



EXHIBITA OF DEV. AGREEMENT

Arvin Karigyan Fund
Expts. in Surgery & Medicine

EXHIBIT B



429970-26

SAN CARLOS
PLANNING DEPT.

JUN 6 1997

EXHIBIT B

ORDINANCE NO. 1230

PASSED AND ADOPTED AT THE
COUNCIL MEETING OF

Feb. 12, 1997
Pro. Council to: [Signature]
CITY CLERK

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN CARLOS
ADOPTING A PLAN OF DEVELOPMENT FOR PROPERTY LOCATED AT 1717 INDUSTRIAL ROAD
FOR CONSTRUCTION OF TWO FOUR STORY OFFICE BUILDINGS AND 116 ROOM HOTEL

The City Council of the City of San Carlos does ordain as follows:

SECTION 1: That Section 18.16.020 of the San Carlos Ordinance Code and being the Zoning Map of said City, is hereby amended by the adoption of a Plan of Development in accordance with the Planned Community Zoning Regulations for 1717 Industrial Road. Said Plans of Development consist of: Master Plan by Kenneth Rodrigues Partners and David gates Associates (submitted March 28, 1997, with revisions and updates to implement conditions of approval) and plans for Homestead Village by Togawa and Smith, Inc. (submitted February 11, 1997, with revisions and updates to implement conditions of approval) and the development shall be substantially in compliance with those plans.

SECTION 2: That the City Council hereby adopts the Development Standards applicable to said property which consist of:

1. Setbacks shall be a minimum of 25' from the top of the creek bank and 10' from the south side property line, 10' from the rear property line and 100' from Industrial Road for the office buildings, and 50' from the front property line for the hotel. Height shall be limited to no more than 70' (four stories plus penthouse), lot coverage (building footprint) not to exceed 35% for buildings.
2. Compliance shall be maintained with the Planned Community Zoning Regulations specified in the San Carlos Municipal Code. A Conditional Use Permit and Architectural Review shall be completed prior to submittal of building permits.
3. The proposed development shall secure and keep active the first building permit for one of the three proposed structures no later than two (2) years from the effective adoption date of this Plan of Development. If the building permit is not secured and kept active, this Ordinance shall expire, but shall be subject to the provisions and requirements of the Development Agreement.
4. Due to the shared driveway and access for the project, frontage improvements and street improvements shall be completed by Mozart Development (pursuant to purchase agreement with Homestead Village) and full access and parking shall be provided for whichever building is completed first, prior to issuance of an occupancy permit for that building.
5. The project construction, frontage improvements and site improvements shall comply with all requirements of the Building Department, Public Works Department, Fire Department, and Police Department. Fire Department access to the site and building shall be maintained at all times.
6. The signage for both tenants shall not exceed 2,519 square feet (total allowed by Circle Star under their variance), with configuration as discussed in the staff report. The project shall have a monument sign on Industrial Road of uniform design shared by all tenants. Signage on the U.S. 101 sign only shall be permitted to advertise products or services made by the company or companies occupying offices on the site or hotel services. In addition, off-site products or services can be advertised to include community postings as negotiated by the applicant at no charge to the City. Further, such approval is subject to Cal Trans approval and their regulations as well as applicable State Law.

EXHIBIT C

7. Compliance shall be maintained with National Pollution Discharge Elimination System (NPDES) requirements both for construction and ongoing operations of the project.
8. A lot line adjustment shall be filed to consolidate the lots prior to issuance. Cross easements shall be recorded (with a copy provided to the City) to assure that full access is provided to the hotel site.
9. A minimum of one parking space for each 300 square feet of building area shall be maintained for the office development, and one parking space shall be maintained for each hotel unit. Up to 15% of the required parking for hotel use of the office parking and 5% of the office parking using the hotel parking can be shared between the two users (with appropriate language added to the title documents to the property, with a copy furnished to the City) since the peak periods for parking use do not overlap.
10. Improvements and dedications on Industrial Road shall occur in accordance with specifications approved by the City Council. Final plans of the street improvement design take into account design concerns of the Centennial neighborhood and final plans shall be reviewed by the Planning Commission. The following conditions shall apply to the frontage improvements and traffic mitigation:
 - a) Project traffic is precluded from crossing Industrial Road and entering G Street.
 - b) A traffic signal shall be installed at the developer's expense prior to occupancy of the first building on the project site to safely accommodate turning movements into and out of the site. The developer shall pay for the signal maintenance, without time limitation, estimated to be \$3000 per year indexed to the Consumer Price Index.
 - c) Right turn only exits shall be provided from the site to Industrial Road.
 - d) Adequate stacking shall be provided to accommodate projected traffic volumes turning left into the site from south bound Industrial Road.
 - e) A landscaped median shall be installed on Industrial Road in front of the project to the satisfaction of the Planning Director.
 - f) Right and left turns into and out of Garden and Flower Streets shall not be precluded by the Industrial Road improvements.
 - g) The applicant shall contribute \$5,000.00 to a traffic mitigation fund to be used only in the Centennial Neighborhood for traffic "calming" devices to improve neighborhood traffic.
11. The southern access driveway on Industrial Road shall be designed to permit ingress only, no egress shall be permitted.
12. Construction of all frontage improvements, including curb, gutter and sidewalk and driveway approaches shall be constructed or reconstructed to the satisfaction of the City of San Carlos Public Works Director.
13. The main entrance/exit shall have no interior parking lot access points at least 120' from Industrial Road (as shown on the Plan of Development) for the life of the development.
14. The applicant shall comply with the recommendations of the Airport Land Use Committee (ALUC) and of the FAA for construction and maintenance of all structures on the property.
15. The applicant and contractor shall comply with all mitigation measures identified in the environmental review documents and mitigation monitoring program.

16. The project may be constructed in up to three phases including one main building per phase.

17. Rental contracts at the hotel shall be restricted to a thirty (30) day limitation, subject to review by the City Attorney.

SECTION 3: Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of San Carlos hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion may be declared invalid or unconstitutional.

SECTION 4: Pursuant to Section 36937 of the Government Code of the State of California, this Ordinance shall take effect and be in full force and effect thirty (30) days after its final passage.

SECTION 5: The City Clerk shall cause this Ordinance to be published and posted in accordance with the requirements of Section 36933 of the Government Code of the State of California.

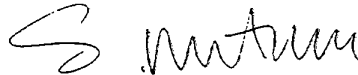
Introduced this 28th day of April 1997.

Passed and adopted as an Ordinance of the City Council of the City of San Carlos at a regular meeting thereof held on the 12th day of May 1997, by the following vote:

AYES, COUNCIL MEMBERS: KING, BUCKMASTER, EATON, NELSON, MITCHELL

NOES, COUNCIL MEMBERS: NONE

ABSENT, COUNCIL MEMBERS: NONE


MAYOR of the City of San Carlos

ATTEST:

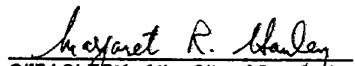

CITY CLERK of the City of San Carlos

EXHIBIT D
PHASING SCHEDULE

June 23, 1997

OFFSITE IMPROVEMENTS

Start construction September 1997; completion of construction within one year
subject to force majeure.

HOTEL

Start construction September 1997; completion of construction within one year
subject to force majeure.

OFFICE (PHASE I) [Site phasing line as submitted to San Carlos ARB on June 16, 1997]

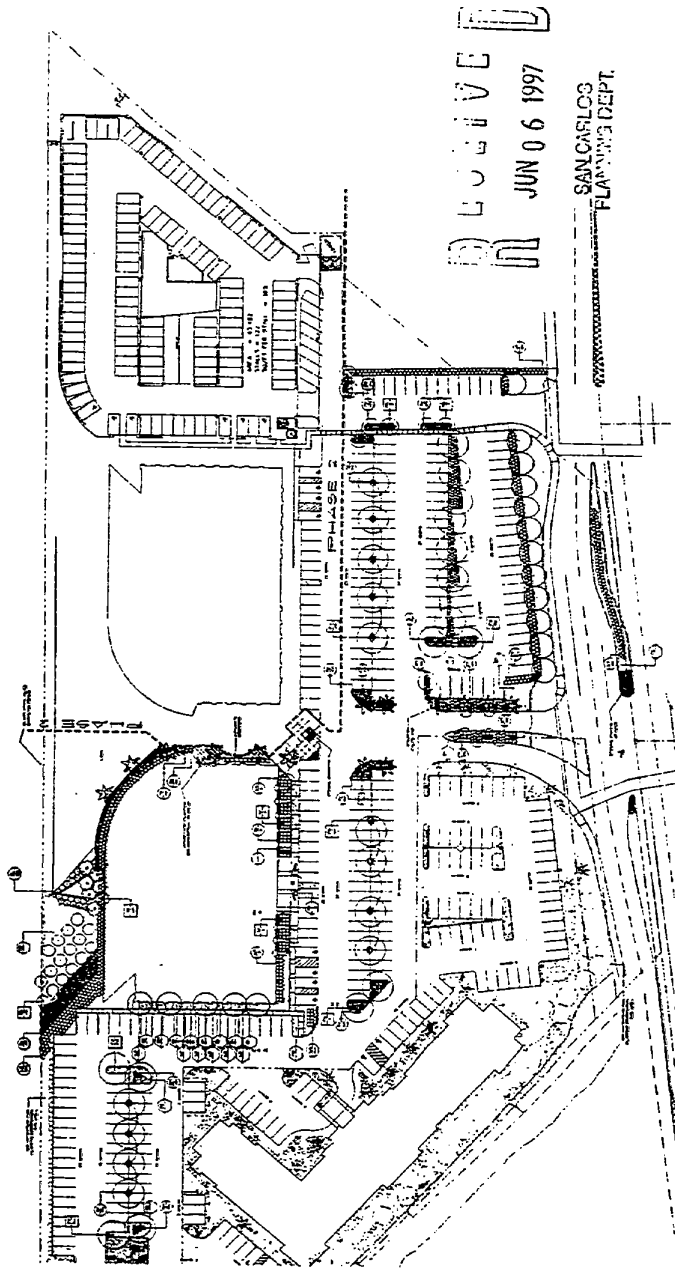
Start construction September 1997; completion of construction within fifteen months,
subject to force majeure.

OFFICE (PHASE II) [107,000 SF and parking structure]

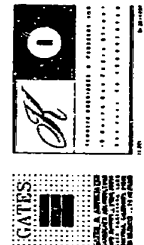
Start construction on or before June 23, 2007; completion of construction within
fifteen months of start date subject to force majeure.

97-076674

C:\Data\Wilson\CSPhasing.Sch



ATTACHMENT TO EXHIBIT D



CIRCLE STAR OFFICE / HOTEL COMPLEX

PHASE 1 PLANTING PLAN

SAN CARLOS, CALIFORNIA

THE MOZART DEVELOPMENT COMPANY



3

12

47-076674

Brian Kangas Foulk

Engineers • Surveyors • Planners

June 12, 1997

BKF Project No. 975001-50

**PROPERTY DESCRIPTION
APPROVED PARCEL II CONFIGURATION**

All that real property situate in the City of San Carlos, County of San Mateo, State of California, being a portion of Parcel I and Parcel II as described in the Trustee's Deed from Seaside Financial Corporation to California Commerce Bank, recorded June 9, 1995, as Series Number 95059343, San Mateo County Records, described as follows:

COMMENCING at the southwesterly corner of said Parcel II at the centerline of Industrial Way (80 feet wide); thence along the westerly line of said Parcel II North (the bearing North being used for the purpose of this description) 53.02 feet to a point distant 40.00 feet northeasterly, measured at a right angle, from said centerline of Industrial Way, said point also being the POINT OF BEGINNING of this description; thence leaving said westerly line of Parcel II parallel with and distant 40.00 feet northeasterly, measured at a right angle, from said centerline of Industrial Way South 48°58'53" East 220.17 feet; thence leaving said parallel line North 48°01'00" East 133.64 feet; thence North 41°59'00" West 220.81 feet; thence North 78.95 feet; thence North 48°01'00" East 132.19 feet; thence North 41°59'00" West 170.00 feet; thence North 48°01'00" East 41.50 feet; thence North 41°59'00" West 49.07 feet to a point from which the radial center of a curve having a radius of 60.00 feet bears North 39°21'02" West; thence southwesterly along said curve through a central angle of 21°41'29", an arc distance of 22.72 feet; thence South 72°20'27" West 33.28 feet to a tangent curve to the left having a radius of 70.00 feet; thence along said curve through a central angle of 72°20'20", an arc distance of 88.38 feet to the westerly line of said Parcel I; thence along said westerly line of Parcel I and the westerly line of said Parcel II South 379.45 feet to the POINT OF BEGINNING. Containing a gross area of 2.018 acres, more or less.

A plat showing the above described parcel is attached hereto and made a part hereof as Exhibit "C".

For BRIAN KANGAS FOULK:

Paul Kittredge

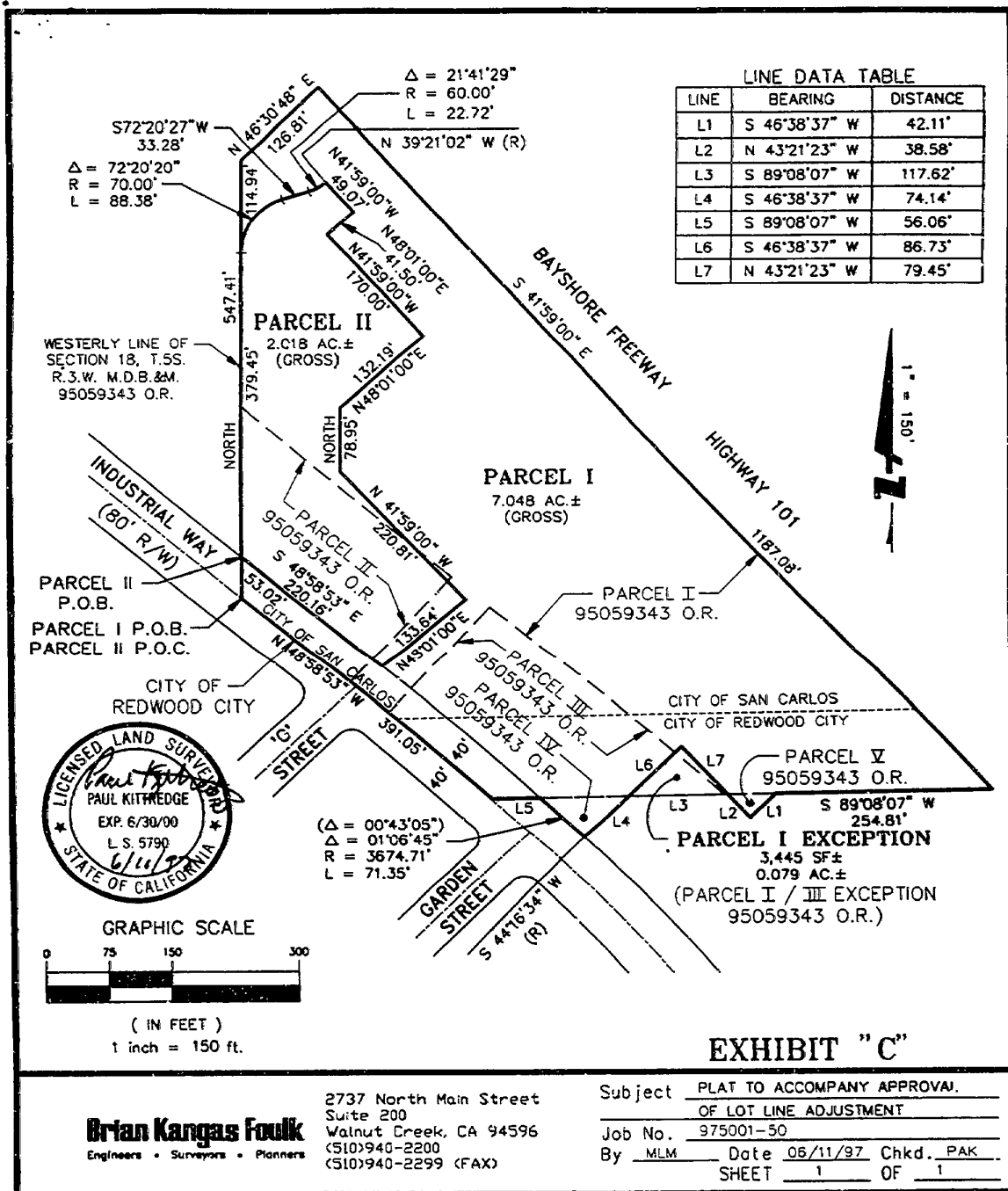
Paul Kittredge, P.E.S. No. 5790
License Expires June 30, 2000

Dated: 6/12/97



Exhibit "B"
Page 1 of 1

97-076674



ORDINANCE NO. 1231

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN CARLOS
APPROVING A DEVELOPMENT AGREEMENT FOR
PROPERTY AT 1717 INDUSTRIAL ROAD (CIRCLE STAR CENTER)

The City Council of the City of San Carlos does ordain as follows:

SECTION 1:

A. Mozart Development Company has proposed a Development Agreement, Exhibit "A" hereto, for the planned development of real property at 1717 Industrial Road, San Carlos, California, formerly the Circle Star Theater site.

B. California Government Code Section 65864, et seq., provides for cities to enter into development agreements in accordance with existing policies, rules, and regulations, subject to conditions of approval.

C. A mitigated negative declaration has been approved for the Development Agreement and the project proposed, in accordance with the California Environmental Quality Act (Public Resources Code Section 21000, et seq.).

D. The Planning Commission has duly held a public hearing and recommended approval of the Development Agreement.

E. The City Council has duly held a public hearing to consider the Development Agreement.

SECTION 2: Approval of Development Agreement. The City Council hereby approves the Development Agreement, Exhibit "A" hereto, and finds that the Development Agreement is consistent with the adopted San Carlos General Plan and the East Side Specific Plan.

SECTION 3: Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of San Carlos hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion may be declared invalid or unconstitutional.

SECTION 4: Pursuant to Section 36937 of the Government Code of the State of California, this Ordinance shall take effect and be in full force and effect thirty (30) days after its final passage.

SECTION 5: The City Clerk shall cause this Ordinance to be published and posted in accordance with the requirements of Section 36933 of the Government Code of the State of California.

PASSED AND ADOPTED AT THE
COUNCIL MEETING OF

May 12, 1997.
Michael R. Brady
CITY CLERK

97-076674



Introduced this 28th day of April 1997.

Passed and adopted as an Ordinance of the City Council of the City of San Carlos at a regular meeting thereof held on the 12th day of May 1997, by the following vote:

AYES, COUNCIL MEMBERS: KING, BUCKMASTER, EATON, NELSON, MITCHELL

NOES, COUNCIL MEMBERS: NONE

ABSENT, COUNCIL MEMBERS: NONE

A handwritten signature in cursive script, appearing to read "J. Muthur".

MAYOR of the City of San Carlos

ATTEST:

A handwritten signature in cursive script, appearing to read "Margaret R. Hawley".
CITY CLERK of the City of San Carlos

97-076674

16. SP-Exceptions 08_97076676

First American Title Guaranty Co.
Escrow No. 512154
First American Title Insurance Co.
Order No. 422437-TD

Exempt from the payment of fees pursuant to Government Code Section 27383

Recording Request By:
City of San Carlos
And When Recorded Mail To:



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

Recorded at Request of
FIRST AMERICAN TITLE COMPANY
97-076676 06/25/97 04:23

Recording Fee: 23- DDNAME

Michael Laughlin
City of San Carlos
Planning Department
600 Elm Street
San Carlos, CA 94070

THIS SPACE FOR RECORDER'S USE ONLY

5) 422437

10

Approved Conditional Use Permit - Office Complex,
1717 Industrial Road, San Carlos, CA 94070

TITLE OF DOCUMENT

97-076676

CITY OF SAN CARLOS

CITY HALL
600 ELM STREET
SAN CARLOS, CALIFORNIA 94070



PLANNING
DEPARTMENT
600 ELM STREET
SAN CARLOS, CALIFORNIA 94070
TELEPHONE (415) 802-4263
FAX (415) 802-4386

APPROVED CONDITIONAL USE PERMIT - OFFICE COMPLEX

THIS IS TO CERTIFY THAT the San Carlos Planning Commission at a regular meeting thereof, held on March 17, 1997 did grant a Conditional Use Permit to Mozart Development pursuant to Section 18.104.070 of the San Carlos Municipal Code to allow construction of an office complex of 4 stories and 214,200 square feet at 1717 Industrial Road (Assessor's Parcel Numbers 046-240-120 and 52-103-170). The application was approved with the following conditions:

1. The following items shall be reviewed and approved by the Architectural Review Committee prior to issuance of a Building Permit:
 - a) Final site plan within the range of options approved under the Plan of Development.
 - b) Building elevations, actual paint samples, and materials. Pursuant to the recommendation of the Airport Land Use Commission (ALUC), the use of highly reflective glass shall be limited due to its potential to cause severe glare impacts to motorists on Highway 101 and to aircraft. The actual glass material specifications shall be reviewed by the ALUC.
 - c) A final sign package consistent with the recommendation of the City Council in the Plan of Development.
 - d) Trash and recycling enclosure (with roof covering per NPDES requirements) - Shall be provided as part of initial construction.
 - e) Comprehensive Landscape and irrigation plan to cover the entire Industrial Road frontage, with berming. The plan shall be coordinated in design and plant materials to the plan submitted by Homestead Village.
 - f) Lighting Plan - Lighting should include the entire parking lot and lights at the driveways. Lighting shall be the lowest practical amount to light the parking lot without spillover effects.
 - g) All pavement markings and requested directional signage.
 - h) The applicant shall design and construct the Industrial Rd./Project Entry/"G" St. intersection in accordance with the following criteria and to the satisfaction of the City Engineer:
 1. Project traffic is precluded from crossing Industrial Road and entering G Street.
 2. A traffic signal may be installed to safely accommodate turning movements into and out of the site.
 3. Right turn only exits shall be provided from the site to Industrial Road.
 4. Adequate stacking shall be provided to accommodate projected traffic volumes turning left into the site from south bound Industrial Road.



CONDITIONAL USE PERMIT - Office Complex, 1717 Industrial Rd.

5. If a traffic signal is installed, pursuant to item 1. h)2 above, the developer shall pay for the signal maintenance, without time limitation, estimated to be \$3000 per year indexed to the Consumer Price Index.
2. Prior to the issuance of any Occupancy Permit, the project Landscape Designer shall certify, in writing, that the landscaping and irrigation systems are installed in accordance with the approved landscape and irrigation plan to the satisfaction of the Director of Planning.
3. The approved landscape and irrigation plan shall be installed prior to a final inspection by the Building Department. Landscaping shall be maintained for the life of the project. The applicant shall comply with the standards of the City's water efficient landscape ordinance. The developer shall maintain all landscaping within the public right of way and the median along the Industrial Road frontage of the project to a high quality standard and to the requirements of the Director of Public Works. At the City's option, City may maintain the median and developer shall reimburse the City for its full cost of such maintenance.
4. All requirements of San Carlos Municipal Code Section 18.150, regulating signs shall be met at all times. Specifically no A-frame or I-frame signs shall be displayed at any time. Use of flag strings are prohibited, as well as inflatables after the grand opening. All temporary banners shall receive temporary banner permits.
5. Architectural Review shall be required for all subsequent additions or modifications to signage or the building, (including changes to exterior colors and materials) consistent with the limitations of the development standards in the ordinance.
6. That all conditions of the Building, City Engineer and Fire Departments must be met prior to the issuance of any occupancy permit.
7. Arrows and a center line shall be painted on the asphalt in thermoplastic at all driveways on the site to clearly delineate direction.
8. The applicant shall comply with all recommendations of the City Geologist, including but not limited to the following requirements:
 - a) After finalization of the plans, and prior to issuance of permits, the geotechnical engineer should review the plans to ensure that the designs for foundations, site grading, and site drainage are in accordance with his/her recommendations, and provide a plan review letter to the City.
 - b) During construction, all excavations and grading should be inspected by the geotechnical engineer prior to placement of concrete so that he/she can verify that conditions are as anticipated and recommend appropriate changes, if necessary. The results of the construction inspection should be submitted to the City before final approval is granted.
9. Review of on site circulation shall occur six months after opening. At that time, the Planning Department, the Police Chief and Public Works Director shall make recommendations to the Architectural Review Committee concerning possible changes in directional signage, markings, loading, customer use of the site and turning movements in and out of the site.
10. The Applicant will comply with the following requirements of South County Fire:
 - a) A condition of approval for this project is that all plan checking fees be paid in full to South County Fire prior to final inspection. A Certificate of Occupancy will not be issued if fees are not paid.
 - b) A lock box shall be installed on commercial and industrial buildings to assist the Fire Department access to, or within a structure if it is unduly difficult or where immediate access is

CONDITIONAL USE PERMIT - Office Complex, 1717 Industrial Rd.

necessary for lifesaving or fire fighting purposes. Applications for the lock box can be obtained from South County Fire. South County Fire Ordinance section 902.4.

- c) Address numbers shall be placed on all new buildings in such a position as to be plainly visible and legible from the street or road fronting the property. Said numbers shall contrast with their background, shall be a minimum of one-half inch stroke by two and one-half inches high, and shall be either internally or externally illuminated. South County Fire Ordinance section 901.4.4.
- d) An automatic and manual fire alarm system shall be installed which conforms to the California Electrical Code, California Building Code, NFPA 72 and the South County Fire Ordinances. Four (4) sets of fire alarm plans and original "cut" sheets for the equipment being used shall be submitted to South County Fire prior to the installation of the fire alarm system.
- e) An automatic fire sprinkler system shall be installed. The design and installation shall meet the requirements of NFPA 13, NFPA 24 and South County Fire. Four (4) sets of sprinkler plans which meet the requirements of section 1-9.2 of NFPA 13, shall be submitted and reviewed by South County Fire prior to any work being completed to the fire sprinkler system. All fire sprinkler work shall be completed by a licensed C-16 Fire Protection Contractor. South County Fire Ordinance, section 1001.4.
- f) A standpipe system shall be installed for use by the fire department in the event of a fire. The standpipe system shall be connected to the automatic fire sprinkler system.
- g) Automatic fire sprinkler system shall be monitored by an approved, central, property or remote station service or local alarm which will give an audible signal at a constantly attended location. All valves controlling the water supply for automatic sprinklers systems and flow switches on all sprinklers shall be electrically supervised. Shutoff valves and water-flow devices shall be provide on each floor. South County Fire Ordinance, section 1003.3.1.
- h) Fire access roads shall be provided for every facility, building or portion of a building. Access roads shall have an unobstructed width of not less than 20 feet, an unobstructed vertical clearance of not less than 13 feet 6 inches, and meet the vehicle dimensions of South County Fire. South County Fire Ordinance section 902.2.
- i) Fire hydrants shall be located within 300 feet of the project site. The fire hydrants shall provide the minimum fire flow as required by South County Fire. The hydrant shall be a Rich Corona, Jones, or one of comparable quality with two 2 1/2 inch and one 4 1/2 inch outlets with national standard threads. The hydrant shall be on site and operational prior to the beginning of construction.
- j) Facilities handling, storing, selling, and using hazardous, combustible or flammable materials shall comply with the applicable sections of the California Fire Code.
- k) Every building or portion thereof shall be provided with exits as specified in Chapter 10 - Means of Egress, California Building Code.
- l) Any room having an occupant load of 50 or more where fixed seats are not installed, and is used for assembly purposes, shall have the capacity of the room posted in a conspicuous place on an approved sign near the main exit from the room. Such sign shall be made of a durable material and shall be maintained legible at all times. South County Fire Ordinance section 2501.16.1.
- m) At least one fire extinguisher with a minimum rating of 2A:10B:C shall be installed in commercial or industrial facilities for every 3,000 square feet of floor area or 75 feet of travel. The extinguishers shall be mounted to a wall so that the top does not exceed five (5) feet above the finished floor. A sign indicating the location of the extinguisher shall be installed

CONDITIONAL USE PERMIT - Office Complex, 1717 Industrial Rd.

above the extinguisher so that the location can be identified. South County Fire Ordinance section 1002.1.

n) For kitchen facilities the following will apply:

- I. A ventilating hood and duct system shall be installed in accordance with the Mechanical Code for commercial food heat-processing equipment that produces grease laden vapors. South County Fire Ordinance section 1006.1.
- II. An approved fire suppression system shall be installed for the protection of commercial type food heat processing equipment. The fire suppression system shall protect the ventilation hood and ducts and all cooking appliances. Submit four (4) sets of plans and supporting documentation of the fire suppression system to South County Fire for review. The system shall be tested prior to opening of the business. South County Fire Ordinance, section 1006.2.2.
- III. At least one fire extinguisher with a minimum rating of 40B:C shall be installed in the kitchen area. The extinguisher shall be only of the sodium bicarbonate or potassium bicarbonate dry chemical type. The extinguisher shall be mounted so that the top does not exceed five feet above the finished floor. South County Fire Ordinance section 1002.1.

11. The applicant shall comply with the following requirements of the Public Works Department:

- a) The existing sewer lateral shall be capped and sealed at the property line during demolition.
- b) The existing 8" Sanitary Sewer main in Industrial Road shall be extended southerly to the Northerly edge of the Cordilleras Creek culvert. The on-site and off-site sewer system for the subject property shall be designed to tie and connect into this extended main.
- c) All site drainage from roof drains and paved surfaces shall be collected in a closed system and discharged to the approved drainage system according to the recommendations of the Soils Engineer and to the complete satisfaction of the City Engineer.
- d) A detailed grading plan with cross sections and all proposed retention structures, along with detailed calculations of cuts and fills shall be submitted for review and assessment of fees and bonds.
- e) All off-site improvements required shall be installed to the satisfaction of the City Engineer.
- f) A sewer connection fee of \$3,200.00 per floor per building shall be paid prior to issuance of an occupancy permit. A partial refund may be permitted after a review of water bills for a two year period.
- g) Public Works plan check and review fees shall be paid prior to the issuance of a building permit.

12. The applicant shall comply with all requirements of the San Carlos Building Department, including but not limited to the following:

- a) The Applicant will need to submit three sets of complete plans to the Building Department for plan checking after approval by the Planning Department. Plans should include, but not be limited to:
 1. Plot Plan
 2. Foundation plan
 3. Floor plans
 4. Roof plan -- including framing
 5. Elevations

CONDITIONAL USE PERMIT - Office Complex, 1717 Industrial Rd.

- 6. Sections and details -- including framing
 - 7. Title 24 energy compliance forms and calculations.
 - 8. Structural calculations.
- b) The 1994 Uniform Codes are now in effect along with the 1993 National Electrical Code. The submittal date of plans will be the Codes the plans will be checked under.
- c) The project shall meet Title 24 Accessibility requirements. A percentage of the handicapped parking spaces will need to be van accessible. Path of travel requirements begin outside of the site property line. The design professional needs to provide path of travel from public transportation sites.
- d) Separate permits will be required for demolition of the existing site improvements. Prior to the demolition permits being issued, applicant would need to obtain a "J number" for Bay Area Air Quality Management District. Applicant should contact them directly for their submittal requirements at 415-771-6000.
- e) A minimum Class "B" roofing assembly will be required.
- f) A fire sprinkler system will be required.
- g) Applicant should be aware that emergency regulations have been implemented by the State of California for "steel moment frame buildings" since the Northridge earthquake.
- h) A four hour firewall is required at the property line with no openings for any structures at the property line.
- i) An acoustical report shall be submitted with the building permit plans to demonstrate how the plans submitted will limit the interior noise level of the office to no more than 55dBA.
13. The applicant shall not be permitted to discharge anything other than rain water into the streets, creek and storm drains.
14. The applicant shall implement Storm Water Pollution Prevention Management practices, including but not limited to:
- a) The applicant shall seal all floor drains or piping that carry wastewater to storm drains.
 - b) The business owner shall recycle cleaners and other hazardous materials or dispose of them as hazardous materials.
 - c) The applicant shall sweep versus hose off parking lots and outdoor storage areas as needed. Debris shall not be swept into the gutter, storm drain inlets or creek.
 - d) Trash enclosures and dumpster areas must be covered and protected from roof and surface drainage. If water cannot be diverted from the areas, a self-contained drainage system that discharges to the sanitary sewer (with approval from the local sanitary agency if necessary) or to the storm drain through a sand filter must be installed. Sand filters must be inspected and cleaned by a contractor at appropriate intervals.
 - e) Drainage from all paved surfaces, including streets, parking lots, driveways, and roofs should be routed through swales, buffer strips or sand filters prior to discharge to the storm drain system. Roof downspout systems can alternatively be used to treat roof drainage. For large parking lots, sand filters or equivalent BMPs shall be installed, inspected and cleaned by a contractor at appropriate intervals. The property owner, association or facility operator is

CONDITIONAL USE PERMIT - Office Complex, 1717 Industrial Rd.

responsible for hiring the contractor depending on agreements established during the development process.

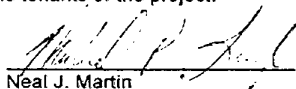
- f) The applicant shall follow all San Mateo County Wide STOPPP Recommended construction Materials Handling and Disposal Practices and prohibit the discharge of the following waste products into the storm drain system:

- ◆ oil and water based paint
- ◆ paint scrapings from sand blasting or cleaning of buildings
- ◆ soil from excavations and other sediments
- ◆ cement, grout and mortar
- ◆ washwater from concrete/mortar, etc.
- ◆ aggregate wash from driveway/patio construction
- ◆ rinsewater from concrete mixing trucks
- ◆ hazardous demolition and construction debris
- ◆ portable toilet waste
- ◆ leaks from garbage dumpsters
- ◆ potable water/line flushing and hydrant testing
- ◆ Water from cleaning streets, driveways, and paved areas in construction areas.
- ◆ saw-cut slurry

15. A responsible construction manager shall be present on the job site at all times when construction is taking place. If problems at the job site result, the City may hire an on site inspector to assure appropriate construction practices. The cost of the inspector would be paid for by the applicant.
16. All conditions of approval shall be posted at the job site in full public view. Conditions shall be placed in a weatherproof cover, and should include the phone number of the developer and staff.
17. Construction activities shall be limited to the job site and to the extended side property lines to the public right of way. No material or equipment storage shall be permitted in the public right of way before, during or after working hours without the permission of the Public Works Director.
18. The job site shall be fenced or guarded during non working hours, and the street and sidewalk shall be kept free of debris and clean for pedestrian and auto passage at all times.
19. Due to the potential for traffic conflicts and disturbance to the neighborhood across the street, deliveries to the site are not to be scheduled before 7:30 a.m. Monday through Friday or before 9:00 a.m. on weekends and holidays or after 10:00 p.m. 7 days a week.
20. Lighting shall be reviewed by the Architectural Review Committee 6 months after opening. The applicant shall pay a deposit for Staff review time.
21. The applicant shall be notified of any complaints received by the Planning Department and shall be given an opportunity to resolve any problems before being presented to the Planning Commission.
22. The applicant shall maintain the property free from weeds and trash.
23. All roof equipment and communications equipment shall be subject to approval by the Architectural Review Committee, and shall be maintained under the overall height limit established under the zoning.
24. The applicant shall encourage employees to use alternate means of transportation, to reduce single occupant vehicle trips to the site.

CONDITIONAL USE PERMIT - Office Complex, 1717 Industrial Rd.

25. The applicants shall apply for a new address from the Planning Department prior to occupancy of the building.
26. Pursuant to Municipal Code requirements, unless used within one year (i.e. Building permit obtained and kept active for the first building) this Use Permit shall expire subject to the provisions of the development agreement. This Use Permit shall not be effective until the ordinance rezoning the property becomes effective, and a signed agreement between the City of San Carlos and the City of Redwood City has been executed.
27. Frontage improvements and street improvements shall be in place prior to issuance of an occupancy permit, to the satisfaction of the Director of Public Works.
28. Due to the potential for localized noise impacts, any pile driving associated with the construction shall be limited to 7:30 a.m. to 5:00 p.m. Monday through Friday only.
29. The tenant of the proposed building is encourages to formulate a Transportation System Management Plan for reducing vehicle trips to and from the site.
30. Security measures and systems shall be incorporated into the building and site plans, to the satisfaction of the Police Chief.
31. During the initial leasing of the office buildings the developer shall lease at least one full floor in each of the office buildings to a single tenant/user; or at least 2 full floors in one of the office buildings to a single tenant user; after the initial leasing of these suites this condition shall terminate. During the life of the project the developer shall not lease any space containing less than 3000 sq. ft. (net rentable) to a single tenant. This portion of the condition is subject to reconsideration by the Planning Commission 5 years subsequent to the effective date of the ordinance, upon application by the project owner.
32. Limited retail and service uses (e.g. deli, barber/beauty shop, package delivery) may be permitted on the ground floor of one of the office buildings solely to support the tenants of the project.

for 
Neal J. Martin
Director of Planning

97-076676

Effective date: June 12, 1997

17. SP-Exceptions 09_97076680

MAYER, BROWN & PLATT 6-23-1997 13:46

PAGE 4/12

MBP-Chicago

First American Title Guaranty Co.
Escrow No. 512154
First American Title Insurance Co.
Order No. 422437-TD



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

Recorded at Request of
FIRST AMERICAN TITLE COMPANY

97-076680 06/25/97 04:23

Recording Fee: 113- BDUAHE

UPON RECORDING, RETURN TO:

Thomas S. Reif
Mayer, Brown & Platt
190 South La Salle Street
Chicago, IL 60603

(9)

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions (the "Declaration") is made as of the 24th day of June, 1997, by and between MOZAD, L.P., a California limited partnership ("Mozart"), and HOMESTEAD VILLAGE INCORPORATED, a Maryland corporation (the "Homestead" and, collectively with Mozart, the "Declarant").

RECITALS:

- A. Mozart is the owner of certain real property located in San Mateo County, California, consisting of 6.43 acres of useable land, and legally described in Exhibit A attached hereto ("Mozart Land").
- B. Homestead is the owner of certain real property located in San Mateo County, California, consisting of 1.91 acres of useable land, and legally described in Exhibit B attached hereto (the "Homestead Land" and, together with the Mozart Land, the "Property").
- C. The parties hereto wish to grant to each various easements for the mutual benefit of the parties and the development of the Property on the terms and conditions set forth herein.
- D. Mozart intends to develop the Mozart Land as a first-class office complex. Mozart may then subdivide the Mozart Land. Homestead intends to develop the Homestead Land as a first-class, extended-stay hotel.

NOW, THEREFORE, Declarant hereby declares that the Property is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the covenants, conditions, restrictions and limitations hereinafter set forth, all of which are declared to be in furtherance of a plan for the development of the Property as a first-class office and extended-stay hotel complex and the subsequent lease or sale of the Property, or any part thereof, and are established for the purpose of enhancing and protecting the value, desirability

3245887.6 62797 1154C 97345896

37P

97-076680

and attractiveness of the Property. All covenants, conditions, restrictions and limitations shall run with the land and every part thereof and interest therein shall be for the benefit of and bind all parties having or acquiring any right, title, interest or estate in the Property or any part thereof, and shall inure to the benefit of and bind each and every successor in interest of the Owners thereof.

ARTICLE 1: DEFINITIONS

1.1 Agents. "Agents" means the officers, directors, employees, agents and partners of an Owner or Occupant.

1.2 Building. "Building" or "Buildings" means one or more of the buildings indicated on the Site Plan, including the covered parking structure depicted generally on the Site Plan.

1.3 Circle Star Sign. "Circle Star Sign" means the Circle Star sign located on the Mozart Land and visible from Highway 101, and "Circle Star Operator" means a third party to whom Mozart assigns its rights with respect to the Circle Star Sign.

1.4 Entryway Sign. "Entryway Sign" means the sign located at the entryway to the complex as depicted generally on the Site Plan.

1.5 Homestead Sign. "Homestead Sign" means the freeway-oriented sign located on the Mozart Land as depicted generally on the Site Plan.

1.6 Homestead. "Homestead" means Homestead Village Incorporated and its successors, transferees and assigns.

1.7 Improvements. "Improvements" means all building, outbuildings, structures and anything erected, built, placed, installed or constructed on, over or under the Property, including, but not limited to, all Outdoor Area Improvements.

1.8 Invitees. "Invitees" means the contractors, customers, visitors, invitees, licenses and concessionaires of an Owner or Occupant.

1.9 Maintenance Charges. "Maintenance Charges" means the total of all direct, out-of-pocket costs and expenses incurred by the Owners (or the Manager under the Management Agreement) in connection with the management, maintenance, operation and repair of the Outdoor Area and Outdoor Area Improvements, as outlined in Exhibit D, and any management fee due the Manager under the Management Agreement.

1.10 Management Agreement. "Management Agreement" means any Property Management Agreement entered into between the Owners and the Manager. The Owners may

delegate certain of their rights and obligations under this Declaration to the Manager under the Management Agreement.

1.11 Manager. "Manager" means Mozart Development Company or any other Person assuming the duties and obligations of the Manager pursuant to Article 7. Any Manager other than Mozart Development Company shall be selected as provided in Article 7

1.12 Mozart. "Mozart" means Mozad, L.P., and its successors, transferees and assigns.

1.13 Mortgage and Mortgagee. "Mortgage" means any mortgage, deed of trust or other security instrument given in good faith and of value which constitutes a first mortgage lien on all or any portion of the Property. "Mortgagee" means the holder from time to time of a Mortgage.

1.14 Occupant. "Occupant" means any Person which is in possession of or otherwise occupying all or part of the Property, whether as an Owner, lessee, sublessee, licensee or other occupancy agreement entered into with the Owner or a lessee of such portion of the Property.

1.15 Outdoor Area. "Outdoor Area" means all areas of the Property except for the interior of the Buildings, the exterior surfaces of the Buildings, the space occupied by the Buildings, the plaza area located between the two buildings located, or to be located, on the Mozart Land, and the enclosed parking structure located, or to be located, on the Mozart Land..

1.16 Outdoor Area Improvements. "Outdoor Area Improvements" means all improvements heretofore constructed as a part of the Outdoor Area and such other improvements as the Owners may from time to time construct or install and designate as Outdoor Area Improvements, including, without limitation, all parking areas, walkways, roadways, drive aisles, fountains and landscaping.

1.17 Owner. "Owner" means any Person which is (a) the record owner of fee simple title to all or part of a Parcel, (b) a lessee or manager designated by a fee owner, or (c) any Mortgagee in possession of all or part of a Parcel.

1.18 Parcel. "Parcel" means each parcel of real property that is a portion of the Property and which has resulted from a division of the Property as contemplated by the Subdivision Map Act, Government Code Section 66410 et seq. and as shown by the Official Records of San Mateo County, California. Each Parcel shall be a separate tax lot.

1.19 Permittees. "Permittees" means the Agents and Invitees of an Owner or Occupant.

1.20 Person. "Person" or "Persons" means one or more individuals, partnerships, associations, corporations or other entities.

1.21 Share. "Share" means share of certain items of expense or liability to be allocated between or among the Owners as set forth on Exhibit D attached hereto. If the Mozart Land is subdivided, the Owners of the subdivided Mozart Land Parcels shall each be responsible for an equal part of the Share allocated to the Mozart Land as set forth on Exhibit D. The Share allocated to the Homestead Land shall remain unaffected by any subdivision of the Mozart Land.

1.22 Site Plan. "Site Plan" means the site plan attached hereto as Exhibit C.

ARTICLE 2: USE AND OPERATING RESTRICTIONS

2.1 Uses of Property. The Property shall be used for a first-class extended-stay hotel and office complex. No other uses of the Property shall be allowed without the prior unanimous written consent of all of the Owners.

2.2 Prohibited Uses. No use or operation shall be made, conducted or permitted on any part of the Property that constitutes, results in or requires:

- (a) Any public or private nuisance;
- (b) Any noise or sound that is objectionable due to intermittence, beep, frequency, shrillness or loudness, except for security devices that have been approved by the Owner of the Parcel within which such security devices will be located, or soundmaking devices that are required by governmental authorities having jurisdiction over the affected portion of the Property;
- (c) Any ground vibration that is perceptible, without instruments, at any point along any exterior lot line, or any disruptive radio, television, microwave or electronic above-ground transmission beyond the boundaries of the Parcel;
- (d) Any fumes, obnoxious odors, smoke, radiation, gases or vapors;
- (e) Any dust, dirt or ash in excessive quantities;
- (f) Any fire, explosion or other damaging or dangerous hazards (except that normal cooking operations may be conducted in any food preparation facility located on the Property);
- (g) Any drilling for removal of subsurface substances;
- (h) Any distillation, refining, smelting, industrial, agricultural, drilling or mining operation; or

(i) Any dumping, disposal, incineration or reduction of garbage or refuse, other than handling or reducing such waste if produced on the Property from authorized uses and if handled in a reasonably clean and sanitary manner.

2.3 Signage.

(a) The Circle Star Sign. Mozart shall have the exclusive right to use the Circle Star Sign, which shall be located or relocated on the Mozart Land. Mozart may assign or transfer its rights in the Circle Star Sign to a third party who will construct and operate a signage structure that may include video and other forms of electronic advertising. Such assignee or transferee shall not become an Owner of any Parcel, but shall have the exclusive right to use the Circle Star Sign in accordance with the requirements of this Declaration. Mozart, or the party to whom it transfers or assigns its rights to the Circle Star Sign, shall be solely responsible for the operation, maintenance and repair of the Circle Star Sign.

(b) The Homestead Sign. Homestead shall have the exclusive right to install and use the Homestead Sign. The cost of maintenance, operation and repair of the Homestead Sign shall be the sole responsibility of Homestead. Homestead shall maintain the Homestead Sign in a manner that is consistent with the operation of a first-class extended-stay hotel and office complex.

(c) Shared Entryway Sign. Mozart and Homestead shall have the shared right to use the Entryway Sign to be erected at the entryway to the Property in accordance with the Site Plan. The Entryway Sign shall be used solely to designate Occupants, Permittees, and other users of the Property. The Entryway Sign shall be used in a manner that is consistent with a first-class office and extended-stay hotel complex and in harmony with the design and location of the Entryway Sign. Mozart shall be entitled to use 67% of the useable area of the Entryway Sign, and Homestead shall be entitled to use 33% of the useable area the Entryway Sign. If the Mozart Land is subdivided, the Owners of the subdivided Mozart Land shall divide equally the use of the useable area of the Entryway Sign allocated to Mozart.

(d) Signs and Banners on Buildings. All signs, symbols, advertisements or billboards installed or used on any portion of a Building on the Property shall conform to applicable signage criteria of the sign program approved by the City of San Carlos, and, where applicable, the City of Redwood City. In no event shall any banners, balloons, inflated figures or other lighter-than-air devices be tethered, tied to or otherwise affixed or flown from or in any portion of the Property so as to be visible from the exterior of any Building without the prior written consent of all of the Owners; provided, however, that an Owner may use such items on a temporary basis in junction with a grand opening or on occasion in connection with special, one-day events (such as company picnics) without such prior written approval, so long as such Owner (i) gives the other Owners written notice of such special event at least ten (10) business days in advance of such special event, (ii) uses its best efforts to minimize any interference which the use of such items may cause to activities of the Owners, Occupants and/or Permittees

of the other Parcel, and (iii) removes all such items promptly following the conclusion of such special event at its sole cost and expense.

2.4 Exterior Sound Systems. No loud-speakers or other devices for the production or projection of sound or noise on the outside of any Building shall be permitted without the written approval of all Owners.

2.5 Waste and Refuse. All Occupants shall regularly remove all waste and refuse from their premises. No Owner or Occupant shall permit or cause any waste or refuse to be kept on any portion of the Outdoor Area except in the disposal areas or containers designated for such purpose. Each Parcel shall have its own exclusive waste and refuse enclosure area.

2.6 Outside Storage and Equipment. No materials, supplies, equipment or products shall be stored or permitted to remain on any portion of the Outdoor Area without the prior written approval of the Owners. Such storage shall be permitted only where screened from view by a permanent wall or other appropriate screen compatible with such Building's design. Approval shall not be required for storage of materials, equipment and supplies in relation to and as a part of the construction of Improvements on the Property, provided that such materials, equipment and supplies are removed immediately upon completion of construction.

2.7 Temporary Structures. No temporary buildings or other temporary structures shall be permitted on the Property, except for construction purposes during the construction of Improvements.

2.8 Barriers. No fence, wall, structure or other barrier of any kind (except as specifically permitted herein) shall be placed, kept, permitted or maintained upon the Outdoor Area without the prior written consent of the Owners.

2.9 Drainage. There shall be no interference that significantly alters the established drainage pattern over any portion of the Property.

2.10 Selling Activities. There shall be no goods or services sold or offered for sale or displayed in the Outdoor Area other than outdoor selling or promotion in connection with irregular or special events, which shall require the prior written consent of the Owners and shall not unreasonably interfere with the flow of traffic or parking.

ARTICLE 3: IMPROVEMENTS

3.1 General. Each Building on the Property has been designed to be of first quality construction performed in a first-class manner and to be architecturally and aesthetically compatible and harmonious with the other Buildings on the Property. Any work done pursuant to this Article 3 shall be performed in a first-class manner in compliance with all applicable governmental rules and regulations and all provisions of this Declaration. No modifications to

any existing Building shall be approved under this Article that will adversely affect the fire resistivity of such Building.

3.2 Development of Property. Each Owner shall comply with all conditions of approval imposed by the City of San Carlos in connection with the development of such Owner's Parcel. Mozart shall have the right to subdivide the Mozart Land into two or more parcels, and to develop each such subdivided Parcel independently.

3.3 Maintenance of Buildings. Each Owner shall maintain or cause to be maintained at its expense any Building located on such Owner's Parcel, in good order, condition and repair, commensurate with the operation of a first-class extended-stay hotel and office complex. Building maintenance shall include periodic washing of exterior surfaces of the windows and painting of any painted surfaces on the exterior of the Building. If an Owner fails to repair or maintain the exterior of a Building as required by the terms of this Section 3.3, the other Owner(s) shall provide written notice thereof to the Owner in accordance with the notice provisions hereof. If the Owner does not commence such maintenance or repair work within thirty (30) days after its receipt of such notice and does not thereafter prosecute such work diligently to completion, then the other Owner(s) shall have the right, but not the obligation, to clean the exterior surfaces of the Building, repair and replace broken glass on the exterior of the Building, paint any customarily painted surfaces of the exterior of the Building and undertake other similar maintenance or repairs reasonably necessary to maintain the aesthetic appearance of the exterior of the Building. Within ten (10) days after demand therefor, the Owner shall reimburse the other Owner(s) for the cost of all such maintenance and repair, together with an amount equal to ten percent (10%) of the cost thereof to compensate the other Owner(s) for the administrative burden incurred. In the event that such cost is not paid within the ten-day period, the other Owner(s) may enforce collection thereof in accordance with Article 7 below.

3.4 New Construction, Additions and Alterations. After the initial construction of the Improvements on a Parcel, all new construction thereafter and any material exterior change, addition, alteration or modification of any existing Improvement (collectively, "modifications") shall be consistent with the standard set forth in Section 3.1 above. Prior to making any material exterior modifications, the Owner who desires to make such modifications shall submit to the other Owners whatever portion of its plans, specifications, drawings and other pertinent information is necessary for the other Owners to adequately review the exterior design, color and elevations that are proposed for such Improvement, and to either approve or disapprove of the same. The prior written consent of the other Owners shall be required and shall be obtained prior to any such modification, provided that nothing herein shall preclude an Owner or other interested Person from reconstructing a damaged or destroyed Improvement to its condition existing immediately prior to such damage or destruction (subject to any modifications required by law) or require the approval of the other Owners as a condition to such reconstruction. No Owner may arbitrarily or unreasonably withhold or delay its approval of such plans and specifications if they are consistent with the plans and specifications of the existing Improvement.

3.5 Repair or Restoration. In the event that an Owner's Improvements are damaged or destroyed, within one hundred eighty (180) days after such damage or destruction, such Owner, subject to the rights of any Mortgagee, shall determine in its sole discretion whether or not to restore the affected property and shall notify the other Owners of its decision. If such Owner elects to restore the affected property, then it shall be obligated, subject to the rights of any Mortgagee, to diligently rebuild, replace and repair, within a reasonable period of time, any damaged or destroyed Improvements located on its Parcel, substantially to the same general appearance as existed immediately prior to such damage or destruction and in compliance immediately prior to such damage or destruction and in compliance with all applicable federal, state or local laws, ordinances and regulations. If such Owner elects not to restore the affected property, then it shall be obligated, subject to the rights of any Mortgagee, to diligently raze and remove, within a reasonable period of time, all damaged or destroyed Improvements located on its Parcel and undertake whatever action is reasonably necessary to return the Parcel to a safe, sightly and landscaped condition. In either event, such Owner shall diligently rebuild, replace and repair, within a reasonable period of time, any damaged or destroyed Outdoor Area Improvements located on its Parcel, substantially to the same design, construction and general appearance as existed immediately prior to such damage or destruction, including, if other Improvements remain or are to be reconstructed, an obligation to landscape the affected Parcel in a manner consistent with the landscaping on Property in general prior to such damage or destruction.

3.6 Palm Trees. The landscaping for the Outdoor Area includes palm trees with a minimum height of twenty (20) feet cleared trunk, not including fronds, head and root ball. In the event of loss or destruction, such palm trees shall be replaced with palm trees of equal minimum height.

3.7 Security. Each Owner shall be responsible for security on its Parcel, including the Outdoor Area and Outdoor Area Improvements located on the Parcel.

ARTICLE 4: GRANT OF EASEMENTS

4.1 Grant of General Easements. Any conveyance of any portion of the Property shall include the following appurtenant easements on, over, across and under the Outdoor Areas of all other portions of the Property for the benefit of the conveyed portion, and any portion of the Outdoor Area included in such conveyance shall be subject to the following appurtenant easements for the benefit of all other portions of the Property not included in such conveyance:

(a) Access Road and Drive Aisles. Nonexclusive easements for the purpose of vehicular and pedestrian ingress and egress by Owners, Occupants and Permittees on, over and across the access road into the Property and all drive aisles and parking areas now or hereafter constructed on the Property.

(b) Walkways. Nonexclusive easements, within the Outdoor Area only, for the purpose of pedestrian passage of Owners, Occupants and Permittees on, over and across all walkways now or hereafter constructed on the Property, except those within fifteen feet (15') of the main entrance to any Building.

(c) Cross Drainage Easement. Nonexclusive easements on, over, across and under all paved or unpaved surfaces of the Property at locations where storm water drainage from other portions of the Property crosses on, over, across or under such portion of the Property for the benefit of all other portions of the Property, for purposes of conveying such drainage to public drainage systems, as generally depicted on the Site Plan.

(d) Utilities. Nonexclusive easements, which easements shall be located five feet (5') on either side of the centerline of any utilities installed, and 5' surrounding all vaults and boxes relating thereto, on, over, across and under the utility easement areas on the Property, as generally depicted on the Site Plan, for the purpose of operation, maintenance, inspection, removal, replacement and repair from time to time of the electric, gas, telephone, cable, water, sanitary sewer, and storm water sewer lines located, or to be located, therein.

(e) Communication Easements. Nonexclusive easements, which easements shall be located five feet (5') on either side of the centerline of any communications lines installed, within the communication easement areas on the Property, as generally depicted on the Site Plan, for the purpose of the installation, repair, operation, maintenance, replacement and repair from time to time of underground communication facilities located within such easement areas, including without limitation, all necessary and proper conduits, lines, protective devices and other communication apparatus and equipment.

(f) Storm Drainage Easements. Nonexclusive easements, which easements shall be located five feet (5') on either side of the centerline of any storm drainage lines installed, within the storm drainage easement areas on the Property, as generally depicted on the Site Plan, for the purpose of the installation, repair, operation, maintenance, replacement and repair from time to time of underground storm drainage facilities located within such easement areas, including without limitation, all necessary and proper lines, pipes, pumps, protective devices and other storm drainage apparatus and equipment.

4.2 Grant of Specific Easements. Homestead and Mozart hereby grant the following specific appurtenant easements:

(a) Parking Spaces. Homestead grants to Mozart, for the benefit of the Mozart Land, a nonexclusive easement to use 36 parking spaces located on the Homestead Land between the hours of 8:00 a.m. and 5:30 p.m., Monday through Friday. During the period beginning when a Building Permit is issued for the second office building and parking structure planned for construction on the Mozart Land under the Site Plan, and ending upon the earlier to occur of (i) the issuance of a Certificate of Occupancy for the covered parking structure planned for construction on the Mozart Land, and (ii) the date twelve (12) months after the date the building

permit for such covered parking structure is issued, Homestead further grants to Mozart, for the benefit of Mozart Land, a nonexclusive easement to use an additional twenty-three (23) parking spaces ("Additional Spaces") located on the Homestead Land, for a total of fifty-nine (59) spaces, during the hours of 8:00 a.m. and 5:30 p.m., Monday through Friday. If Homestead determines that the additional spaces unreasonably interfere with Homestead's business, Homestead may give written notice to Mozart and Mozart shall then have 10 days in which to mitigate the interference, at Mozart's expense. Such mitigation shall be offsite or on the south end of the Mozart Land, or as otherwise reasonably agreeably to Homestead.

(b) Parking Spaces. Mozart grants to Homestead, for the benefit of the Homestead Land, a nonexclusive easement to use 36 parking spaces located on the Mozart Land, but not including any parking spaces in the covered parking structure planned for the Mozart Land, between the hours of 5:30 p.m. and 8:00 a.m., Monday through Friday and all day on Saturday and Sunday.

(c) Homestead Sign. Mozart grants to Homestead, for the benefit of the Homestead Land, an easement for access, use, operation, maintenance, repair and restoration of the Homestead Sign and an easement for the installation, maintenance, and repair of a conduit for utilities from the Homestead Property to the Homestead Sign.

(d) Entryway Sign. Homestead grants to Mozart, for the benefit of the Mozart Land, an easement for access, maintenance, repair and use of the Entryway Sign.

(e) Circle Star Sign. Mozart may assign and transfer its rights in the Circle Star Sign to the Circle Star Sign Operator. Mozart and Homestead each grant to the Circle Star Sign Operator, for the benefit of the Circle Star Operator, and its successors, transferees and assigns, an easement on and across the Mozart Land and across the Homestead Land for access, use, maintenance, operation, repair and restoration of the Circle Star Sign. The Circle Star Sign Operator may assign or transfer this easement to a third party, and this easement shall inure to the benefit of the successors, transferees or assigns of the Circle Star Sign Operator; provided, however, the terms of this easement as set forth herein shall be binding on any such successors, transferors, and assigns.

(f) Interference with Signs. Neither Owner may erect any Sign or other structure on its Parcel that obstructs or blocks the view corridor between the Circle Star Sign or the Homestead Sign and Highway 101.

4.3 Relocation of Easements. The Owner of a Parcel burdened by any of the easements created under this Article 4 shall have the right to relocate on its Parcel any such easements, provided that such relocation is performed only after the Owner has given thirty (30) days' prior written notice of its intention to do so to the Owner of the other Parcel, and such relocation (a) will not unreasonably interfere with or diminish the enjoyment of the easement by the Owner of the other Parcel; (b) will not reduce or unreasonably impair the usefulness or

function of any such easements; and (c) is performed without cost or expense to the Owner of the other Parcel.

4.4 Duration of Easements. Except as expressly specified herein to the contrary, the easements created under this Article 4 are perpetual; provided, however, that if any single Owner becomes the sole owner of both Parcels, such single Owner shall have the right, but not the obligation, to terminate such easements upon the recordation of a notice of such termination in the Official Records of San Mateo County, California.

4.5 Easements to Run with the Land. The easements granted herein shall run with the land and shall inure to the benefit of, and shall be binding upon, the Owners, their respective heirs, successors and assigns.

4.6 Due Care. Each Owner shall use due care in the exercise of the rights granted in this Article 4 so as to cause the least practicable interference with the operation of the remainder of the Property. Each Owner, at its expense, shall promptly repair, replace or restore any and all Improvements or other property which have been damaged or destroyed in the exercise of the easements granted to such Owner hereunder. To the extent permitted by law, each Owner shall indemnify, defend and hold harmless all other Owners against all claims, costs, expenses (including attorneys' fees), and liabilities arising from the use of the easements granted to such Owner.

ARTICLE 5: OPERATION AND MAINTENANCE OF OUTDOOR AREA

5.1 Possession. Each Owner may, at any time, remove, exclude and restrain any Person from the use or occupancy of the portion of the Outdoor Area on its Parcel, except for Owners, Occupants and Permittees who make use of such area in accordance with the provisions of Article 4. In addition, each Owner shall have the right to close off the Outdoor Area on its Parcel for such reasonable periods of time as may be legally necessary to prevent the acquisition of prescriptive rights by anyone. Before closing off any part of the Outdoor Area as provided above, such Owner shall give notice to the other Owners of its intention to do so and must coordinate its closing with the activities of the other Owners so that no material interference with the operation of the Property occurs.

5.2 Changes in Outdoor Area. Unless required by a governmental entity having authority over the matter, the location, size and design of the Outdoor Area and Outdoor Area Improvements, including, without limitation, all parking areas, walkways, drive aisles, and landscaping shall not be materially altered from the design thereof depicted on the Site Plan, without the unanimous written consent of the Owners.

5.3 Management of Outdoor Area. The Outdoor Area shall be managed, controlled, maintained and operated in a first-class manner by the Owners; provided, however, that the Owners may delegate such responsibilities to the Manager pursuant to the terms of the

Management Agreement; and provided further, however, that neither the Owners nor the Manager shall be responsible for the operation, maintenance or repair of the Circle Star Sign or the Homestead Sign, which shall remain the sole responsibility of the Circle Star Sign Operator and Homestead, respectively.

5.4 Rules and Regulations. In the management and operation of the Outdoor Area, the Owners may from time to time adopt and thereafter enforce reasonable rules and regulations pertaining to the use of the Outdoor Area by Owners, Occupants and Permittees. All such rules and regulations and other matters affecting the use of the Outdoor Area shall apply equally and be enforced without discrimination with respect to the Owners, Occupants and Permittees.

5.5 Cost of Maintenance and Operation. Each Owner shall be obligated to pay its Share of the Maintenance Charges.

5.6 Cost of Utilities. Each Owner shall be responsible for the full cost of any utilities used in connection with the maintenance and operation of that portion of the Outdoor Area situated within the boundaries of such Owner's Parcel and that portion of the public right-of-way for Industrial Road immediately adjacent to such Owner's Parcel, said utilities delivered to each such Owner's Parcel being separately metered.

5.7 Parking. The Owners may adopt parking rules and regulations to ensure that only the Owners, Occupants and Permittees of a Parcel use the parking areas located in that Parcel or in easements granted herein for the benefit of that Parcel.

5.8 Adopt A Highway Program. Homestead and Mozart intend to enter into an agreement with the California Department of Transportation whereby Homestead and Mozart would agree to maintain the right-of-way for Highway 101 immediately adjacent to the Property under the California "Adopt A Highway" program. If such an agreement is executed, the costs of removing existing shrubs and weeds, reseeding the right-of-way and maintaining the right-of-way shall be included as a Maintenance Charge under this Declaration and shall be shared by the Owners based on the relative acreage of each Parcel compared to the acreage of the Property. Nothing under this Section, however, shall obligate any Owner to be responsible for landscaping the Highway 101 right-of-way, and if the California Department of Transportation installs landscaping within such right-of-way, then the Owners shall use the best efforts to terminate the Adopt A Highway agreement.

ARTICLE 6: INSURANCE

6.1 Insurance Program. The Owners shall adopt by unanimous written consent an insurance program (the "Insurance Program") setting forth certain requirements with respect to the insurance coverage of the Property. The Insurance Program shall address for each Parcel such issues as the amount of coverage of each type of insurance required to be carried and the required minimum rating standards of insurers. The Owners shall review the Insurance Program

at least every five (5) years during the term of this Declaration and shall update the Insurance Program as and when it is commercially reasonable to do so, upon the written consent of the Owners. Each Owner's insurer shall have a Best Insurance Guide Rating of not less than AX.

6.2. Duty to Carry Casualty Insurance. The Insurance Program shall require each Owner to carry or cause to be carried during such Owner's ownership of a Parcel, at such Owner's sole cost and expense, an "Special Form" insurance policy, but excluding flood and earth movement, covering 100% of the replacement value of all Improvements situated on its Parcel, including all Buildings and Outdoor Area Improvements. Such policy shall provide for loss or damage settlement on a current replacement cost basis, without deduction for depreciation or coinsurance.

6.3. Policy Proceeds. The payment of casualty insurance proceeds to an Owner by reason of damage to or destruction of any Improvements shall be subject to the rights of any Mortgagee to such proceeds.

6.4. Duty to Carry Liability Insurance. The Insurance Program shall require each Owner to carry or cause to be carried during such Owner's ownership of a Parcel, at such Owner's sole cost and expense, a policy or policies of commercial general liability and property damage insurance covering its portion of the Outdoor Area and all Improvements situated thereon. Such policy shall insure against claims for personal injury or death or property damage occurring in, on or about each Owner's Parcel or any Improvements on such Parcel. The minimum coverage for such policy shall be \$10,000,000 for claims arising out of a single occurrence, and \$20,000,000 in the aggregate. Such insurance shall afford protection in the amount set forth in the Insurance Program, and may be subject to such deduction as is set forth therein.

6.5. Certificate of Insurance. On an annual basis, beginning on the effective date of this Declaration, each Owner shall deliver, or cause to be delivered, to the other Owners a certificate of insurance issued by or on behalf of its insurer certifying that the coverages required hereunder are in fact in place.

6.6. Release and Waiver of Subrogation—Parties. Each Owner hereby waive all rights of recovery and causes of action and release every other such party from any liability for losses and damages sustained by reason of risks covered under the types of policies required by this Article, to the extent of any amounts reimbursed by an independent insurer. To the extent commercially reasonable, the required policies shall provide waivers of any right of subrogation that the insurer of one such party may acquire against all other such parties hereto with respect to any such releases.

6.7. Release and Waiver of Subrogation—Tenants. Each person who becomes an Occupant (excluding transient guests of the extended-stay hotel located on the Homestead Land) of any Improvements on the Property shall be deemed to have waived and released all rights to recover from each Owner all losses and damages sustained by reason of risks covered under the

types of policies required by this Article, to the extent of any amounts reimbursed to such Occupant by an independent insurer. Each Owner hereby waives and releases all rights to recover from each Occupant (who is deemed to have made the above-described waiver and release) all losses and damages sustained by reason of risks covered under the types of policies required by this Article, to the extent of any amounts reimbursed to the Owner by an independent insurer.

ARTICLE 7: MANAGEMENT OF PROPERTY

7.1 Manager. Mozart Development Company shall be the initial Manager of the Property and shall have all rights and obligations delegated to the Manager by the Owners under this Declaration or as outlined in the Management Agreement.

7.2 Collection of Maintenance Charges.

(a) Election of Remedies. The Manager, on behalf of the Owners, shall diligently pursue the collection and enforcement of each Owner's Share of the Maintenance Charges and may enforce the obligations of any Owner to pay its Share of Maintenance Charges by commencement and maintenance of a suit at law or in equity, or may foreclose by judicial proceedings pursuant to this Section 7.2 to enforce the lien rights created. The nondefaulting Owner or Owners, by written consent, may direct the Manager in the election and enforcement of remedies hereunder, and if the Manager is unable or unwilling to carry out such directions, then the nondefaulting Owner or Owners may elect, by written consent, to carry out such enforcement themselves, or may substitute another authorized representative to do so, who need not meet the qualifications for Manager under this Declaration.

(b) Creation of Liens. If an Owner fails to make the payment of its Share of any Maintenance Charge within thirty (30) days after receipt of an invoice therefor, the Manager, as the authorized representative of the Owners, shall deliver to such Owner a written notice of such delinquency and if such delinquency has not been cured within ten (10) days after delivery of such notice, the Manager (or any nondefaulting Owner if the Manager fails or refuses to act) shall record a notice of assessment in the office of the County Recorder of San Mateo County. Upon the recordation of such notice any Maintenance Charges that are delinquent, together with interest thereon from the due date thereof until the date of payment in full at the rate of four percent (4%) per annum over the then-existing prime rate of interest announced from time to time by the Bank of America (but in no event exceeding the maximum lawful annual rate allowed by law), and all costs that are reasonably incurred by the non-defaulting Owners, or the Manager as their authorized representative, in the collection of such Maintenance Charges, including reasonable attorneys' fees, shall be a lien against such Owner's Parcel. Unless the non-defaulting Owners, or the Manager as their authorized representative, institutes judicial foreclosure within 180 days after the date of recordation of the notice of assessment, the lien resulting from such notice of assessment shall expire and shall be void and of no further force or effect.

7.3 Selection of Successor Management.

(a) Manner of Selection. If and when the Owners select a successor to Mozart Development Company to serve as the Manager, the Owners shall do so in the manner provided in this Section 7.3. Every Manager shall have at least five (5) years of experience in managing first-class office and hotel complexes and shall be retained under a Management Agreement on customary terms and conditions, including a term not exceeding one year. The terms of such Management Agreement shall be subject to the unanimous written consent of the Owners, which shall not be unreasonably delayed or withheld.

(b) Selecting Party. When selecting a replacement for the Manager, one of the Owners shall be designated as the "Selecting Party" in accordance with the procedures set forth below. The Selecting Party shall have a period of one month within which to make its selections, and shall act reasonably and in good faith in making such selections. The other Owners shall then have one week within which to eliminate a candidate or cast their votes with respect thereto, all in accordance with the following:

(i) Single Owner of Property. If the entire Property is owned by a single Owner, that Owner shall be the Selecting Party and shall select the successor Manager.

(ii) Two or More Owners of Property. If the Property is owned by two (2) or more Owners, the Owner of the smallest Parcel shall be the Selecting Party and shall select three (3) qualified candidates. The other Owners shall have the right by majority vote to select one of the three candidates to become the successor Manager. In the event of a tie vote, the Owner of the smallest Parcel shall cast a tie-breaking vote.

ARTICLE 8: ENFORCEMENT

8.1 Injunctive Relief. In the event of any violation or threatened violation by any Owner or Occupant of any of the provisions of this Declaration, each of the Owners shall have the right to enjoin such violation or threatened violation in a court of proper jurisdiction. Nothing in this Section shall be deemed to affect whether or not injunctive relief is available with respect to such violation or threatened violation.

8.2 Limitation on Liability. Except for the obligation to pay the Maintenance Charges as provided herein and the administrative costs of arbitration pursuant to Section 13.13 and any award of attorneys' fees pursuant to Section 13.14, no Owner shall be entitled to recover damages from another Owner for breach of the provisions of this Declaration as a contract. However, this provision shall not affect, limit, or otherwise restrict (i) the right of an Owner to obtain injunctive or other equitable relief hereunder, or (ii) any other right or remedy an Owner has at law, including any right or remedy resulting from the easements created pursuant to Article 4.

8.3 Excuse For Non-Performance. If performance by an Owner of any act or obligation hereunder is prevented or delayed by war, national emergency, labor disputes or strikes, acts of God, governmental restrictions or moratoria, or any other causes beyond the reasonable control of such party, then the time for performance of the act or obligation will be extended for the period that such act or obligation is delayed or prevented by any of the above causes. Any party claiming inability to perform pursuant to this Section 8.3 shall give prompt notice thereof to all Owners.

8.4 Notice as Prerequisite for Default. An Owner shall not be in default under this Declaration except under such provisions as required the performance of an act on or before a specific date or within a specific period of time, unless the Owner has been given a written notice specify the default and (a) fails to cure it within thirty (30) days, or (b) if such default cannot be cured within thirty (30) days, fails to commence within thirty (30) days and diligently proceed to cure the default, but in no event shall an Owner have more than forty (40) days within which to cure such default.

8.5 Default Shall Not Permit Termination. No default under this Declaration shall entitle any party to cancel or otherwise rescind this Declaration, provided, however, that this limitation shall not affect any other rights or remedies that a party may have by reason of any default hereunder.

8.6 Waiver of Default. A waiver of any default by an Owner must be in writing and no such waiver shall be implied from any omission by a party to take any action in respect of such default. No express written waiver or any default shall affect any default or cover any period of time other than the default and the period of time specified in such express waiver. One or more written waivers of any default in the performance of any provision of this Declaration shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained herein. The consent or approval by any Person to or of any act or request by another Person requiring consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar acts or requests. The rights and remedies given to a Person by this Declaration shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity that a party might otherwise have by virtue of a default under this Declaration, and the exercise of one such right or remedy by a party shall not impair such party's standing to exercise any other right or remedy.

ARTICLE 9: TERM AND TERMINATION

9.1 Term. This Declaration shall remain in full force and effect for a term of fifty (50) years from the date first set forth above, unless extended or earlier terminated by an agreement in accordance with the provisions of Section 9.2. Notwithstanding the foregoing, the easements granted in Article 4 shall be perpetual, except as otherwise provided in Section 4.4.

9.2 Amendment; Termination. This Declaration may not be amended, terminated or otherwise modified (including the amendment or termination of any easements granted pursuant hereto) except by a writing signed and acknowledged by each Owner and recorded in the office of the Recorder of San Mateo County.

ARTICLE 10: MORTGAGEE PROTECTION

10.1 Mortgagee's Opportunity to Cure. During the continuance of any Mortgage and until such time as the lien of any Mortgage has been extinguished:

(a) Any Mortgagee shall have the right, but not the obligation, at any time prior to the termination of this Declaration, to pay all amounts due hereunder, to obtain any insurance, to pay any taxes and assessments, to make any repairs and improvements, to do any other act or thing required of any Owner hereunder and to do any act or thing that may be necessary and proper in the performance and observance of the agreements, covenants and conditions hereof to remedy or to prevent a violation of this Declaration. All payments so made and all things so done and performed by a Mortgagee shall be as effective to prevent or to cure a default under this Declaration as if made, done and performed by the defaulting Owner instead of by the Mortgagee.

(b) Upon the occurrence of any event of default under this Declaration, the Mortgagee of the defaulting Owner shall have sixty (60) days after receipt of notice from the other Owners setting forth the nature of such event of default and, if the default is such that possession of the property of the defaulting Owner may be reasonably necessary to remedy the default, a reasonable time after the expiration of such sixty (60) day period, within which to remedy the default; provided that (i) the Mortgagee has fully cured any default in the payment of any monetary obligations of the defaulting Owner under this Declaration within such sixty (60) day period and shall continue to pay currently such monetary obligations as and when the same are due, and (ii) the Mortgagee has acquired the defaulting Owner's property or commenced foreclosure or other appropriate proceedings in the nature thereof within such period, or prior thereto, and is diligently prosecuting any such proceedings.

(c) Any event of default under this Declaration that in the nature thereof cannot be remedied by the Mortgagee of the defaulting Owner shall be deemed to be remedied if (i) within sixty (60) days after receiving written notice from the other Owners setting forth the nature of such event of default, or prior thereto, the Mortgagee of the defaulting Owner acquires the defaulting Owner's property, or commences foreclosure or other appropriate proceedings in the nature thereof and diligently prosecutes any such proceedings to completion, and (ii) the Mortgagee fully cures any default in the payment of any monetary obligations of the defaulting Owner hereunder that do not require possession of the defaulting Owner's property within such sixty (60) day period and thereafter continues to faithfully perform all such monetary obligations that do not require possession of such property, and (iii) after gaining possession of such

property, the Mortgagee performs all other obligations of the defaulting Owner hereunder as and when the same are due.

(d) If the Mortgagee of the defaulting Owner is prohibited by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving the defaulting Owner from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof, the times specified in Subsection 10.3(b) and (c) above the commencing or prosecuting such foreclosure or other proceedings shall be extended for the period of such prohibition; provided that the Mortgagee has cured any default in the payment of any monetary obligations of the defaulting Owner under this Declaration and continues to pay currently such monetary obligations as and when the same fall due.

10.2 Application of Charges to Mortgagee. Although authorized to make such payments pursuant to this Article, no Mortgagee shall be personally liable for the payment of Maintenance Charges or other charges against that portion of the Property to which its lien applies, except those accruing after the Mortgagee obtains title to such property pursuant to its remedies under the Mortgage. All liens for unpaid Maintenance Charges and other charges shall be subordinate to the lien of any Mortgage against the applicable portion of the Property, and each Mortgagee who obtains title pursuant to its remedies under the Mortgage, and any purchaser at a foreclosure sale, shall take title to such property free and clear of any claims for unpaid Maintenance Charges and other charges, and liens therefore, that accrued prior to such acquisition of title. Any such sale shall extinguish such liens, but the purchaser or Mortgagee who so acquires title shall be liable for charges and impositions accruing after the date of such sale.

10.3 Limitation of Enforcement Against Mortgagee. No violation of this Declaration by, or enforcement of this Declaration against, an Owner, including an action of foreclosure of any lien for unpaid Maintenance Charges, shall impair, defeat, eliminate or render invalid the lien of any Mortgage, but this Declaration shall, subject to Section 10.2, be enforceable against any Owner who has acquired its title by foreclosure, trustee's sale, voluntary conveyance of otherwise.

ARTICLE 11: CONSENT OF OWNERS

11.1 General. In furtherance of the long-term goal of harmonious management and operation of the Property, the procedure for obtaining the consent, approval or concurrence of one or more Persons under this Declaration shall be as set forth below. All requests or notices specified shall be sent in accordance with the notice provisions set forth in Section 13.1. Whenever the expiration of a specified time period falls on a Saturday, Sunday or holiday, the time period shall be deemed to expire on the first business day thereafter.

11.2 Consent of Owners.

(a) Whenever the consent, approval or concurrence (collectively, "consent") of one or more Owners (the "reviewing party") is required under this Declaration, the Person seeking such consent, approval or concurrence (the "requesting party") shall send a written request therefor to each reviewing party, setting forth all particulars of the matter to be considered, including copies of any and all pertinent documents and items, such as, for example, plans and specifications to be reviewed. Each reviewing party shall then have twenty (20) calendar days within which to provide the requesting party written notice that the reviewing party has either approved or disapproved of such matter, which approval shall not be unreasonably withheld or delayed. Any such disapproval shall include a written explanation in reasonable detail of the reviewing party's reasons for such disapproval. If a reviewing party who disapproves a matter fails to provide such written explanation within the twenty-day period, such party shall be deemed to have approved the matter. If approval or disapproval of any matter is not given within twenty (20) calendar days after receipt of a request for such consent, approval or concurrence, and all pertinent information with respect thereto, then the reviewing party failing to act within such time period shall be deemed to have approved or consented to such matter.

(b) Whenever the consent, approval or concurrence of the Owners is required under this Declaration, the unanimous consent, approval or concurrence of the Owners shall be required, unless otherwise expressly provided herein.

11.3 Voting of Owners. In the event that any Owner transfers or conveys all or any portion of its interest in its Parcel, or any portion of its Parcel, in such manner as to vest ownership of the Parcel or interest therein in more than one Person, then all Persons owning interests in such Parcel shall be jointly considered a single Owner and such Persons shall designate one of their number to act on behalf of all such Persons in the performance of the provisions of this Agreement. Any such designation shall be in writing, duly executed, verified and acknowledged by each such Person, shall be served upon the Manager and all other Owners in accordance with the notice provisions of this Agreement, shall contain a certificate that a copy thereof has been so served and shall be recorded in the office of the Recorder of Santa Clara County. In the absence of such written designation, the acts of the Owner whose interest is so divided with respect to the performance of the provisions of this Agreement shall be binding upon all Persons owning any interest in such Parcel, until such time as the written designation is properly served and recorded as provided by this Section 11.3, and whether or not such Owner retains any interest in the Parcel or Parcels in question.

ARTICLE 12: CONDEMNATION

12.1 Definitions.

(a) "Condemnation" means the taking or possession of all or any part of the Property under the power of eminent domain, or the voluntary sale (with the consent of any Owner and

any other Persons having an interest therein) of all or any part of the Property to any Person having the power Of eminent domain, provided that the Property or such part thereof is then under the threat of condemnation evidenced by notice of the same from a governmental agency having the power to do so.

(b) "Condemnation Date" means the earlier of the date when possession of the condemned property or any part thereof is taken by the condemning authority, or the date when title to the condemned property or any part thereof vests in the condemning authority.

12.2. Restoration Upon Condemnation. If any part of the Improvements on any Owner's Parcel is taken by condemnation, such Owner shall, subject to the rights of any Mortgagee, reconstruct such Improvements as nearly as possible to the condition as existed immediately prior to such taking, to the extent that proceeds available to the Owner from the condemnation award are adequate and the reconstruction is economically feasible in such Owner's reasonable judgment. Notwithstanding anything to the contrary contained in this Article, in no event shall any Owner be required to rebuild, replace or restore any Improvements beyond the extent it would be required to do so pursuant to Section 3.5.

12.3 No Termination of Easements and Licenses. Nothing contained in this Article shall affect the existence of the easements described under Article 4, except to the extent such easements burden the portion of land taken by condemnation.

12.4 Mortgagee Participation. Nothing contained in this Article shall be deemed to prohibit any Mortgagee or Occupant from participating in any eminent domain proceedings on behalf of or in conjunction with any Owner.

ARTICLE 13: MISCELLANEOUS

13.1 Notices. Any notice, request, demand, instruction or other document to be given hereunder or pursuant hereto to any Person shall be in writing and shall either be (a) personally delivered, delivered by facsimile transmission or delivered by reputable overnight courier service (in which event such notice shall be deemed given on the date of delivery), or (b) delivered by registered or certified mail, postage prepaid, return receipt requested (in which event such notice shall be deemed given three (3) days after the date of mailing), to such party at the last address listed with the other Owners. Notice of any change in address must be given to the other Owners in the manner provided above.

13.2 Exhibits. Each reference herein to an Exhibit refers to the applicable Exhibit attached to this Declaration. All such Exhibits constitute a part of this Declaration and by this Section are expressly made a part hereof.

13.3 Table of Contents and Captions. The captions of this Declaration are inserted only as a matter of convenience and for reference. They do not define, limit or describe the scope or intent of this Declaration and shall not affect the interpretation hereof.

13.4 Declaration for Exclusive Benefit of the Owners. Except for provisions expressly stated to be for the benefit of a Mortgagee or other Person, the provisions of this Declaration are for the exclusive benefit of the Owners and their successors and assigns, and not for the benefit of any third person, and this Declaration shall not be deemed to have conferred any rights upon any third person, including any Occupant or Permittee, except as otherwise expressly provided herein.

13.5 No Partnership, Joint Venture or Principal Agent Relationship. Neither anything in this Declaration nor any acts of the Owners shall be deemed by the Owners or by any third person to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the Owners.

13.6 Rights, Privileges and Easements with Respect to Liens. Except as specifically provided to the contrary herein, the rights, privileges and easements of the Owners with respect to the other Owners and the Property shall in all events be superior and senior to any lien placed upon any portion of the Property and the Improvements, including the lien of any Mortgage. Any amendments or modifications of this Declaration, whenever made, shall be deemed superior and senior to any and all liens, including the lien of any Mortgage, the same as if such amendments or modifications had been executed concurrently herewith.

13.7 Successors. This Declaration shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Owners.

13.8 Severability. If any provision of this Declaration is held to any extent to be invalid or unenforceable, the remainder of this Declaration (or the application of such provision to Persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Declaration, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.

13.9 Consent or Approval. Whenever the consent or approval of one or more of the Owners and/or the Manager is required pursuant to any provision of this Declaration, the Owner or Manager whose consent or approval is required shall not be entitled to unreasonably withhold or delay the giving of such consent or approval unless such provision states that such Owner or the Manager can give or withhold consent or approval in its discretion.

13.10 Governing Law. This Declaration shall be construed and governed in accordance with the laws of the State of California.

13.11 Release. If any Owner or other Person obligated to comply with any provision of this Declaration sells, transfers or otherwise conveys its portion of the Property, or any part thereof, such Owner or Person shall, as respects the property conveyed, be released from all liabilities and obligations arising hereunder from and after the date of transfer, and the obligations of this Declaration from and after the date of transfer shall be binding on such transferee. The transferring party shall remain liable for any obligation arising hereunder prior to the date of transfer to the extent of the value of such transferring party's interest in the property conveyed as of the time immediately preceding such transfer.

13.12 Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any part of the Property to or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Declaration shall be strictly limited to and for the purposes expressed herein. No Owner shall dedicate its portion of the Property or any part thereof for public purposes without the consent of the other Owners.

13.13 Arbitration. Upon the written request of the Manager or any Owner, any dispute, controversy or claim between or among such parties arising out of or in connection with this Declaration shall be submitted to mandatory binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, which rules are deemed to be incorporated by reference herein, except where inconsistent with this Declaration. The place of arbitration shall be San Carlos, California. Unless the parties to such dispute agree to submit the matter to a single arbitrator, the arbitration panel (the "Arbitration Panel") shall consist of (3) arbitrators. The Arbitration Panel shall be appointed by the American Arbitration Association in accordance with its rules and procedures then in effect. Except as hereafter provided, each person selected to be a member of the Arbitration panel shall have at least five years' experience in the operation and management of first-class office or hotel complexes in the San Mateo County area. Any required initial deposit or other payments to the American Arbitration Association or to the Arbitration Panel shall be advanced in equal shares by all parties to the arbitration, with the final allocation thereof to be determined by the Arbitration Panel. Each party shall make available to the Arbitration Panel in a timely fashion all books, records and other information requested by the Arbitration Panel. The Arbitration Panel shall have the right to consult experts to assist it in making its determination, but any such consultation shall be made in the presence of both parties with full right on their part to cross-examine. The Arbitration Panel shall, prior to rendering its determination, afford each of the parties an opportunity, orally or in writing, as the Arbitration Panel may deem appropriate, to express its point of view as to the proper determination of such matters. The Arbitration Panel shall diligently pursue the determination of any dispute under consideration and shall render its decision within thirty (30) days after submission of the dispute to it. The parties agree that the decision of the Arbitration Panel shall be final and binding, shall not be subject to de novo judicial review, and may be enforced by any court of proper jurisdiction.

13.14 Attorneys Fees. In the event of any litigation or arbitration to interpret or enforce any provision of this Declaration or to protect or establish any right or remedy of a party hereunder, the prevailing party shall be entitled to an award of all legal fees and costs of

proceedings, including, without limitation, reasonable attorneys' fees, fees paid to arbitrators, witness fees and expenses and accounting fees incurred by such prevailing party in connection with such dispute.

13.15 Estoppel Certificate. Within ten (10) days after receipt of a written request from any other Owner, an Owner shall issue to the requesting Owner or to any Mortgagee or to any prospective purchaser or prospective Mortgagee specified by such requesting Owner, an estoppel certificate stating (a) whether the Owner to whom the request has been directed has actual knowledge of any default under this Declaration, and if there are known defaults, specifying the nature thereof; (b) whether the Owner has actual knowledge that the Declaration has been modified or amended in any way, and if it has, stating the nature thereof; and (c) whether to the Owner's actual knowledge this Declaration as of that date is in full force and effect.

13.16 Local Ordinances. All Owners and Occupants shall comply with all local ordinances, laws, rules and regulation.

13.17 Incorporation of Declaration. Any deed or other instrument evidencing conveyance of all or any portion of the Property, whether by fee, easement, leasehold interest or otherwise, shall be subject to the provisions of this Declaration. Any such instrument of conveyance shall be deemed to incorporate the provisions of this Declaration, regardless of whether such instrument makes reference hereto.

13.18 Taxes. Each Owner shall pay or cause to be paid directly when due all real and personal property taxes and other special taxes, assessments, fees, impositions and governmental charges of any kind or nature whatsoever that may be imposed, levied or assessed against or with respect to such Owner's Parcel, including, without limitation, any amounts levied or imposed with respect to that portion of the Outdoor Area located on such Owner's Parcel.

13.19 Nondisturbance. Notwithstanding anything to the contrary contained in this Declaration, no tenant occupying any portion of the Property pursuant to a lease shall be evicted from the premises by the Owners (in the Owners' capacity as parties or successors to this Declaration) in connection with the foreclosure of a lien for nonpayment of Maintenance Charges, so long as the tenant does not violate any of the terms and conditions of this Declaration and the Owner of such portion of the Property entered into the lease in good faith and prior to the recordation of any notice of assessment pursuant to Section 7.2. An Owner shall be deemed to have entered into a lease in good faith if the lease does not provide for more than one month's prepaid rent and is with a party that is not affiliated with such Owner. In the event of the foreclosure of a lien pursuant to Section 7.2, the successor to the Owner whose property is subject to the tenant's lease shall be obligated to permit the tenant to continue to occupy the premises on the terms and conditions of such lease, so long as the tenant performs all its obligations thereunder, including the payment of rent to the successor Owner. Notwithstanding anything to the contrary in this Declaration, any Owner shall be permitted to grant to any tenant of the Owner the right to enforce this Declaration against the other Owners;

• • •

provided, however, that by doing so the Owner shall be relieved of such right to the extent such tenant is permitted to act on behalf of the Owner.

97-076680

3245897.6 61897 1051C 97345896

IN WITNESS WHEREOF, the parties hereto have caused this Declaration to be executed as of the date set forth above.

MOZAD, L.P., a California limited partnership

By: _____

Name: John Mozart

Title: Managing General Partner

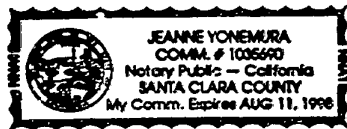
STATE OF CALIFORNIA)

COUNTY OF Santa Clara)

SS.

On June 23, 1997, before me, Jeanne Yonemura, a Notary Public, personally appeared John Mozart, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Jeanne Yonemura
Notary Public

97-076680

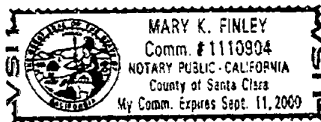
HOMESTEAD VILLAGE INCORPORATED

By: *Steve Tancney*
Name: STEVE TANCNEY
Title: VICE PRESIDENT

STATE OF CALIFORNIA)
) SS.
COUNTY OF ALAMEDA)

On JUNE 20, 1997, before me, MARY K. FINLEY, a Notary Public, personally appeared STEVE TANCNEY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Mary K. Finley
Notary Public

97-076680

• • • • •

EXHIBITS

- A - Mozart Land
- B - Homestead Land
- C - Site Plan
- D - Maintenance Charges Allocation

97-076680

3245897.6 61897 1051C 97345896

Brian Kangas Foulk

Engineers • Surveyors • Planners

June 13, 1997

BKF Project No. 975001-50

Exhibit "A"
Mozad Parcel

**PROPERTY DESCRIPTION OF
APPROVED PARCEL 1 CONFIGURATION**

ALL that real property situate in the City of San Carlos and the City of Redwood City, County of San Mateo, State of California, being a portion of Parcel I and Parcel II and being all of Parcel III, Parcel IV and Parcel V, as described in the Trustee's Deed from Seaside Financial Corporation to California Commerce Bank, recorded June 9, 1995, as Series Number 95059343, Official Records of San Mateo County, described as follows:

BEGINNING at the southwesterly corner of said Parcel II at the centerline of Industrial Way (80 feet wide); thence along the westerly line of said Parcel II North (the bearing North being used for the purpose of this description) 53.02 feet to a point distant 40.00 feet northeasterly, measured at a right angle, from said centerline of Industrial Way; thence leaving said westerly line of Parcel II parallel with and distant 40.00 feet northeasterly, measured at a right angle, from said centerline of Industrial Way South 48°58'53" East 220.17 feet; thence leaving said parallel line North 48°01'00" East 133.64 feet; thence North 41°59'00" West 220.81 feet; thence North 78.95 feet; thence North 48°01'00" East 132.19 feet; thence North 41°59'00" West 170.00 feet; thence North 48°01'00" East 41.50 feet; thence North 41°59'00" West 49.07 feet to a point from which the radial center of a curve having a radius of 60.00 feet bears North 39°21'02" West; thence southwesterly along said curve through a central angle of 21°41'29", an arc distance of 22.72 feet; thence South 72°20'27" West 33.28 feet to a tangent curve to the left having a radius of 70.00 feet; thence along said curve through a central angle of 72°20'20", an arc distance of 88.38 feet to the westerly line of said Parcel I; thence along the perimeter of said Parcel I the following four (4) courses: 1) North 114.94 feet; 2) North 46°30'48" East 126.81 feet; 3) South 41°59'00" East 1187.08 feet; 4) South 89°08'07" West 254.81 feet to the most easterly corner of said Parcel V; thence along the perimeter of said Parcel V the following two (2) courses: 1) South 46°38'37" West 42.11 feet; 2) North 43°21'23" West 38.58 feet to the most westerly corner thereof; thence along the southerly line of said Parcel I and Parcel III, South 89°08'07" West 117.62 feet to the most easterly corner of said Parcel IV; thence along the perimeter of said Parcel IV the following two (2) courses: 1) South 46°38'37" West 74.14 feet to a point from which the radial center of a curve having a radius of 3674.71 feet bears South 44°16'34" West; 2) southwesterly along said curve through a central angle of 01°06'45", an arc distance of 71.35 feet to the southerly line of

97-076680

Exhibit "A"

Page 1 of 3

June 13, 1997
BKF Project No. 975001-50

said Parcel III; thence along said southerly line South 89°08'07" West 56.06 feet to the most southwesterly corner of said Parcel III; thence along the southwesterly line of said Parcel III, Parcel I and Parcel II, North 48°58'53" West 391.05 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

BEGINNING at a point in the northerly boundary line of the lands conveyed in that certain Grant Deed from Saul Witschner, et al., to Metal Machine Manufacturing, Inc., recorded October 3, 1958, in Book 3468 at Page 89 (80537-Q), Official Records of San Mateo County, distant thereon, North 89°08'07" East (called North 89°08' East in said Trustee's Deed recorded as Series Number 95059343) 105.49 feet from the most westerly corner of said lands; thence from said POINT OF BEGINNING, leaving said northerly boundary line, North 46°38'37" East 86.73 feet; thence South 43°21'23" East 79.45 feet to said northerly boundary line; thence along said last mentioned line, South 89°08'07" West 117.62 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

COMMENCING at the most easterly corner of aforesaid Parcel I as said parcel is described in that certain Grant Deed from Robinwood Lane Corporation to Russell A. Margiotta and Deborah B. Margiotta, as Trustees under Declaration of Trust dated May 6, 1981, recorded August 17, 1984 as Series Number 84091556, Official Records of San Mateo County; thence southwesterly along the line common to said Parcel I (Series Number 84091556), and aforesaid Parcel I (Series Number 95059343), South 46° 30' 48" West 15.04 feet to the POINT OF BEGINNING; thence leaving said common line, South 15°03'06" East 44.56 feet to a tangent curve to the right having a radius of 45.00 feet; thence along said curve through a central angle of 84°16'48", an arc distance of 66.19 feet; thence South 69°13'42" West 40.72 feet to a tangent curve to the left having a radius of 50.00 feet; thence along said curve through a central angle of 33°51'48", an arc distance of 29.55 feet; thence South 35°21'54" West 7.01 feet to the westerly line of said Parcel I (Series Number 95059343); thence along said westerly line North 57.84 feet to said line common to said Parcel I (Series Number 84091556), and aforesaid Parcel I (Series Number 95059343); thence northeasterly along said common line, North 46° 30' 48" East 111.77 feet to the POINT OF BEGINNING.

97-076680

Exhibit "A"
Page 2 of 3

June 13, 1997
BKF Project No. 975001-50

The bearing "North" of the westerly line of said Parcel I as described in the Trustee's Deed from Seaside Financial Corporation to California Commerce Bank, recorded June 9, 1995, as Series Number 95059343, Official Records of San Mateo County, was taken as the Basis of Bearings for this description.

Containing a gross area of 6.983 acres, more or less, excluding the above described exceptions.

A plat showing the above described parcel is attached hereto and made a part hereof as Exhibit "C".

For BRIAN KANGAS FOULK:

Paul Kittredge
Paul Kittredge, P.L.S. No. 5790
License Expires June 30, 2000

Dated: 6/13/97



97-076680

Exhibit "A"
Page 3 of 3

003/010

First American Title

06/24/97 TUE 07:15 FAX 1 510 495 7587 EBR&J

0004

06/18/97 15:19

004/010

June 18, 1997

BKF Project No. 975001-10

48°01'00" East 49.14 feet; thence North 48°58'53" West 31.21 feet to a point from which the radial center of a curve having a radius of 98.00 feet bears North 18°44'08" West; thence southwesterly along said curve through a central angle of 23°36'42", an arc distance of 40.39 feet to a point distant 59.00 feet northeasterly, measured at a right angle, from said centerline of Industrial Way; thence leaving said curve along a non-tangent line parallel with and distant 59.00 feet northeasterly, measured at a right angle, from said centerline of Industrial Way North 48°58'53" West 184.61 feet to the westerly line of said Parcel II; thence along said westerly line of Parcel II South 25.18 feet to the POINT OF BEGINNING. Containing an area of 5,582 square feet, more or less.

Containing a gross area of 1.890 acres, more or less, excluding the above described exception.

The bearing "North" of the westerly line of said Parcel I as described in the Trustee's Deed from Seaside Financial Corporation to California Commerce Bank, recorded June 9, 1995, as Series Number 95059343, Official Records of San Mateo County, was taken as the Basis of Bearings for this description.

This property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act, and shall not be utilized in any conveyance which may violate the Subdivision Map Act of the State of California or local ordinances.

For BRIAN KANGAS FOULK:

Paul Kittredge
Paul Kittredge, P.L.S. No. 5790
License Expires June 30, 2000

Dated: 6/18/97

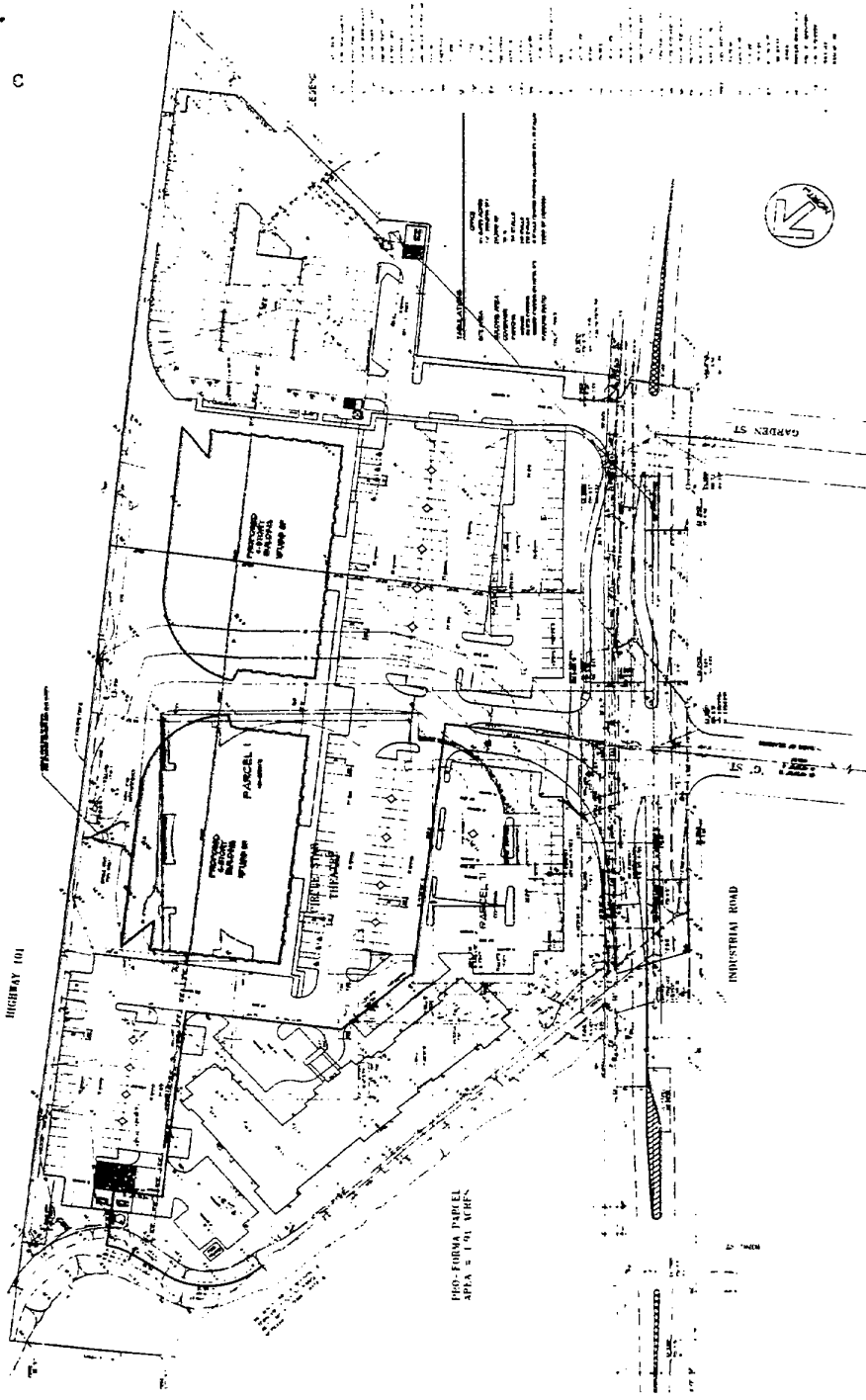
c:\survey\975001-10\paulkittredge.spl



97-076680

Exhibit "A"
Page 2 of 2

EXHIBIT C



CIRCLE STAR OFFICE / HOTEL COMPLEX

MASTER SITE PLAN - SCENARIO 3

SAN CARLOS, CALIFORNIA

THE MOZART DEVELOPMENT COMPANY

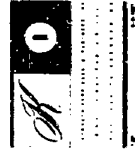


Exhibit D
Maintenance Charges Allocation

Landscaping

Cost allocated based on the landscaped area on each parcel including the offsite area adjacent to each Parcel.

Paved Area/Electroler Maintenance

Cost allocated based on paved area and electrolers on each Parcel.

Traffic Signal Maintenance Cost

Cost allocated based on parking spaces located on each Parcel.

Sanitary Sewer Pump Maintenance

Cost allocated based on fixture unit counts.

Management Fee

Cost allocated based on each Owner's actual reimbursement of manager.

Adopt-A-Highway Program

Cost allocated based on each Parcel's acreage.

Miscellaneous

Cost allocated based on each Parcel's acreage.

Office Plaza and Fountain

Cost allocated exclusively to office owners.

Entryway Sign

Per acreage for structure; each Owner is responsible for the signage on its portion of the sign.

Parking/Traffic Signage

Each Owner is responsible for the cost of signage on its Parcel.

3251845.3 60597 1539C 97345896

97-076680

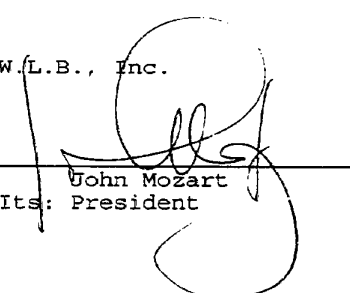
ACKNOWLEDGEMENT AND ACCEPTANCE

2500 W.L.B., Inc. hereby acknowledges and accepts the rights and obligations of the Circle Star Sign Operator with respect to the Circle Star sign as set forth in the Declaration of Covenants, Conditions and Restrictions dated as of June 24, 1997 by and between Mozart-Wilson Ventures, Inc. and Homestead Village Incorporated.

Executed as of June 24, 1997

2500 W.L.B., Inc.

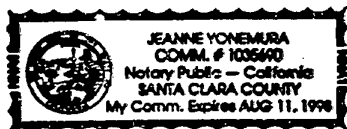
By:


John Mozart
Its: President

STATE OF CALIFORNIA)
COUNTY OF Santa Clara) ss.

On June 23, 1997, before me, Jeanne Yonemura, Notary Public
(here insert name and title of the ~~Officer~~), personally
appeared John Dazert, personally known to me
~~(or proved to me on the basis of satisfactory evidence)~~
to be the person(s) whose name(s) is/~~are~~ subscribed to
the within instrument and acknowledged to me that
he/~~she/they~~ executed the same in his/~~her/their~~
authorized capacity(ies), and that by his/~~her/their~~
signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.

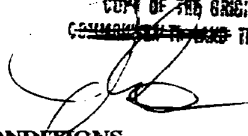


Jeanne Yonemura
Notary Public

97-076680

CERTIFIED TO BE A TRUE AND CORRECT

COPY OF THE ORIGINAL First American
COMMERCIAL TITLE CO



**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

This Declaration of Covenants, Conditions and Restriction (the "Declaration") is made as of the 24th day of June, 1997, by and between MOZAD, L.P., a California limited partnership ("Mozart"), and HOMESTEAD VILLAGE INCORPORATED, a Maryland corporation (the "Homestead" and, collectively with Mozart, the "Declarant").

RECITALS:

- A. Mozart is the owner of certain real property located in San Mateo County, California, consisting of 6.43 acres of useable land, and legally described in Exhibit A attached hereto ("Mozart Land").
- B. Homestead is the owner of certain real property located in San Mateo County, California, consisting of 1.91 acres of useable land, and legally described in Exhibit B attached hereto (the "Homestead Land") and, together with the Mozart Land, the "Property").
- C. The parties hereto wish to grant to each various easements for the mutual benefit of the parties and the development of the Property on the terms and conditions set forth herein.
- D. Mozart intends to develop the Mozart Land as a first-class office complex. Mozart may then subdivide the Mozart Land. Homestead intends to develop the Homestead Land as a first-class, extended-stay hotel.

NOW, THEREFORE, Declarant hereby declares that the Property is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the covenants, conditions, restrictions and limitations hereinafter set forth, all of which are declared to be in furtherance of a plan for the development of the Property as a first-class office and extended-stay hotel complex and the subsequent lease or sale of the Property, or any part thereof, and are established for the purpose of enhancing and protecting the value, desirability

97-076680

18. SP-Exceptions 09a_2000045598

DOC # 2000-045598

04/20/2000 03:26P R3 Fee:55.00

Page 1 of 17

Recorded in Official Records

County of San Mateo

Warren Slocum

Assessor-County Clerk-Recorder

Recorded By FIRST AMERICAN TITLE COMPANY



WHEN RECORDED RETURN TO:

Ellman Burke Hoffman & Johnson
A Professional Corporation
One Ecker, Suite 200
San Francisco, California 94105
Attention: Jeffrey W. Johnson

154715

(Space above for Recorder's use only)

17p

AMENDMENT NO. 1 TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

This Amendment No. 1 to Declaration of Covenants, Conditions and Restrictions (this "Amendment No. 1") is made as of the 20 day of April, 2000 by and between Circle Star Center Associates, L.P., a California limited partnership ("Circle Star"), and Homestead Village Incorporated, a Maryland corporation ("Homestead").

RECITALS

(a) Homestead and Mozad, L.P., a California limited partnership, predecessor-in-interest to Circle Star, have executed and recorded that certain Declaration of Covenants, Conditions and Restrictions dated as of June 24, 1997 recorded on June 25, 1997 as Recorder's Series No. 97076680 in the San Mateo County records ("Declaration").

(b) The capitalized terms not otherwise defined herein shall have the meanings given in the Declaration.

(c) Homestead and Circle Star have executed that certain "Special Sanitary Sewerage Permit and Agreement" dated as of April 13, 2000 by and between the City of Redwood City, Circle Star and Homestead in the form of agreement attached hereto as Exhibit "A" and incorporated herein by reference. Such agreement, as it may be modified from time to time, shall be referred to herein as the "Sewer Agreement".

NOW, THEREFORE, IN CONSIDERATION of mutual covenants and promises of the parties, the parties hereto agree as follows:

1. SANITARY SEWER UTILITIES.

(a) Exhibit "B-1" is hereby attached to the Declaration to show the location of the emergency generator with secondary containment slab and sound proofing enclosure (the "Generator"), which relates to the emergency back-up transmission, treatment and disposal of sewerage as described in the Sewer Agreement. Section 4.1(d) of the Declaration shall include the Generator as part of the utilities easement for the Property.

Executed in
1 Counterpart

(b) The cost of construction, maintenance, replacement and operation of the Generator shall be shared prorata by Homestead and Circle Star, based on each Parcel's acreage.

2. **RIGHTS, PRIVILEGES AND EASEMENT WITH RESPECT TO LIENS.** The second (2nd) sentence of Section 13.6 of the Declaration is hereby amended and restated in its entirety as follows:

"Any amendment or modifications of this Declaration, whenever made, shall be deemed superior and senior to any and all liens, including the lien of any Mortgage, the same as if such amendment or modifications had been executed concurrently herewith; provided however, no future amendment, modification or termination of this Declaration shall be binding on the Mortgagee existing prior to such amendment, modification or termination unless such Mortgagee has consented in writing to such amendment, modification or termination."

3. **REPAIRS OR RESTORATION.** The second (2nd) sentence of Section 3.5 of the Declaration is hereby amended and restated in its entirety as follows:

"If such Owner elects to restore the affected property, then it shall be obligated, subject to the rights of any Mortgagee, to diligently rebuild, replace and repair, within a reasonable period of time, any damaged or destroyed Improvements located on its Parcel, substantially to the same general appearance as existed immediately prior to such damage or destruction and in compliance with all applicable federal state or local law, ordinances and regulations."

4. **RATIFICATION.** Except as expressly modified hereby, the Declaration shall remain unmodified and in full force and effect.

5. **COUNTERPARTS.** This Amendment No. 1 may be executed in two or more counterparts each of which shall be deemed an original but all of which taken together shall constitute one and the same agreement.

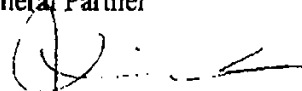


2006-045598
04/26/2006 03:26P
R3 Page 2 of 17

IN WITNESS WHEREOF the parties hereto have caused this Amendment No. 1 to be executed as of the day and year first above written.

CIRCLE STAR: CIRCLE STAR CENTER ASSOCIATES, L.P.,
a California limited partnership

By: M-D Ventures, Inc.,
its General Partner

By: 
Name: J. Michael Wilson
Its: Vice President

HOMESTEAD: HOMESTEAD VILLAGE INCORPORATED,
a Maryland corporation

By: _____
Name: _____
Its: _____



2000-045598
04/20/2000 03:25P
R3 Page: 3 of 17

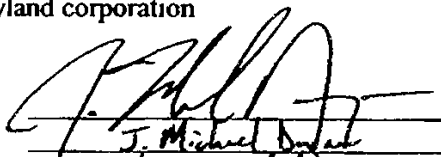
IN WITNESS WHEREOF the parties hereto have caused this Amendment No. 1 to be executed as of the day and year first above written.

CIRCLE STAR: CIRCLE STAR CENTER ASSOCIATES, L.P.,
a California limited partnership

By: M-D Ventures, Inc.,
its General Partner

By: _____
Name: _____
Its: _____

HOMESTEAD: HOMESTEAD VILLAGE INCORPORATED,
a Maryland corporation

By: 
Name: J. Michael Dwyer
Its: Vice President



2000-045588
04/20/2000 03:26P
R3 Page: 4 of 17

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF San JoaquinOn April 13, 2000

before me

LISA MENDEZ

, Notary Public,

personally appeared

J. Michael Wilson

personally known to me

-OR-



~~proved to me on the basis of satisfactory evidence to be the person~~
 whose name ~~is~~ subscribed to the within instrument and
 acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their
 authorized capacity(~~ies~~), and that by his/~~her~~/their signature(~~s~~) on the
 instrument the person(~~s~~), or the entity upon behalf of which the
 person(~~s~~) acted, executed the instrument.



WITNESS my hand and official seal.

Lisa Mendez
 (SIGNATURE OF THE NOTARY PUBLIC)

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐ INDIVIDUAL☐ CORPORATE OFFICER(S)

TITLE(S):

☐ PARTNERS☐ LIMITED☐ GENERAL☐ ATTORNEY-IN-FACT☐ TRUSTEE☐ GUARDIAN/CONSERVATOR☐ OTHER

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

Right
 Thumbprint of
 Signer



2000-045598
 04/20/2000 03:26P
 R3 Page: 5 of 17

ACKNOWLEDGMENT

STATE OF _____)
) ss.
 County of _____)

On this the _____ day of _____, 19____, before me, _____

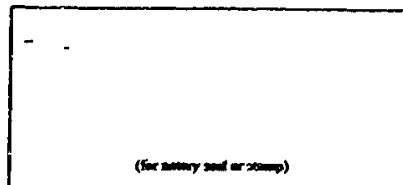
Name, Title of Officer-E.G., "Jane Doe, Notary Public"

Personally appeared _____
 Name(s) of Signer(s)

☒ Personally known to me
☐ Proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) _____ is/are subscribed to the within instrument and acknowledged to me that
 _____ he/she/they executed the same in _____ his/her/their authorized capacity(ies), and that by
 _____ he/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
 executed the instrument.

WITNESS my hand and official seal.



 (Notary Public's signature in and for said County and State)

ACKNOWLEDGMENT

STATE OF Georgia)
) ss.
 County of Fulton)

On this the 5th day of April, 2000, before me, Pamela Woodward

Name, Title of Officer-E.G., "Jane Doe, Notary Public"

Personally appeared J. Michael Dyer
 Name(s) of Signer(s)

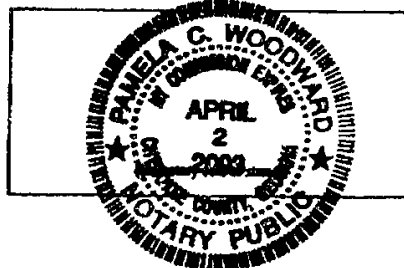
☒ Personally known to me
☐ Proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) _____ is/are subscribed to the within instrument and acknowledged to me that
 _____ he/she/they executed the same in _____ his/her/their authorized capacity(ies), and that by
his _____ he/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
 executed the instrument.

WITNESS my hand and official seal.

Pamela Woodward

(Notary Public's signature in and for said County and State)



2000-045598
 04/20/2000 03:26P
 A3 Page: 6 of 17

DUPLICATE
ORIGINAL

SPECIAL SANITARY SEWERAGE PERMIT AND AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of April, 2000, by and between the CITY OF REDWOOD CITY, a municipal corporation of the State of California ("Redwood City"), and CIRCLE STAR CENTER ASSOCIATES, L.P., a California limited partnership, its successors and assigns ("Circle Star"), and HOMESTEAD VILLAGE, INCORPORATED, a Maryland corporation, its successors and assigns ("Homestead").

WITNESSETH:

WHEREAS, Redwood City, Circle Star, and Homestead, desire to enter into this agreement (the "Agreement") to provide an emergency back-up for the transmission, treatment, and disposal of sewerage emanating, from time to time on an emergency basis, from the private Circle Star Office and Homestead Hotel project (the "Service Area"); and

WHEREAS, Circle Star and Homestead have provided for the installation and construction of sewage collection and transmission facilities for certain land located in part within the municipal jurisdiction of San Carlos and in part within the municipal jurisdiction of the City of Redwood City; and

WHEREAS, pursuant to an agreement entered into by and between Redwood City and San Carlos, the transmission, treatment, and disposal of sewerage emanating from the Service Area will be through San Carlos facilities and all fees to be collected in connection with the transmission, treatment, and disposal of the sewage emanating from the Service Area will be paid by the owner/developer of the Service Area (the "Owner") to San Carlos; and

WHEREAS, it has been determined by San Carlos that in the event of a mechanical and/or electrical failure of the Service Area private facilities, it is advisable to implement a back-up system to prevent sewage discharge; and

EXHIBIT "A"



2000-045598
04/28/2000 03:26P
R3 Page: 7 of 17

WHEREAS, Circle Star and Homestead have requested from Redwood City the right to discharge the sewage emanating from the Service Area in the event of a mechanical and/or electrical failure of the Service Area private facilities or other emergency, into the Redwood City Sanitary Sewage Facilities:

NOW, THEREFORE, Redwood City, Circle Star, and Homestead agree as follows:

1. Circle Star and Homestead are authorized to discharge sewerage into the Redwood City Sanitary Sewage Facilities on an emergency basis only in the event of a mechanical and/or electrical emergency at the Service Area or other unforeseen emergency emanating from the Service Area only.
2. Circle Star and Homestead shall pay Redwood City the total sum of \$4,000 as a one-time connection fee for using Redwood City facilities for emergency purposes.
3. Circle Star and Homestead shall not discharge into the Redwood City Sanitary Sewage Facility (i) any sanitary sewage in excess of an Annualized Daily Average Flow of 100,000 gallons per day (the "ADAF") and (ii) any sanitary sewage in excess of 165,000 gallons within any twenty-four (24) hour period (the "gpd").
4. The payment schedule for emergency use shall be based upon the standard Redwood City retail-commercial water rates as follows: Circle Star and Homestead collectively shall pay Redwood City the total sum of \$16.11 for each month in which up to 1,000 cubic feet of sewage flow is discharged to Redwood City facilities. For a month in which sewage flow is in excess of 1,000 cubic feet, Circle Star and Homestead shall collectively pay Redwood City the additional total sum of \$3.32 per month for each 100 cubic feet of sewage over the initial 1,000 cubic feet. For any month in which no sewage flow is discharged to Redwood City facilities, no payment is required. The



2000-045598
04/20/2009 03:20P
A3 Page: 8 of 17

monitoring of sewage flow shall be by meter as described below. Circle Star and Homestead shall submit charts from the monitoring meter to Redwood City on a quarterly basis.

5. Any discharge in excess of the amount specified in paragraph 3 above shall be considered a violation of the terms and conditions of this Agreement and (i) shall be cause for renegotiation or termination of this Agreement and (ii) shall require payment within 30 days by Circle Star and Homestead to Redwood City, upon written request by Redwood City, of the sum of \$1.00 per gallon in excess of the authorized ADAF and/or the authorized gpd.
6. Circle Star and Homestead shall install, at their sole cost and expense, a sewer flow meter to measure the flow emanating from the Service Area, at a location and of a type approved by Redwood City. Plans shall be prepared by the project engineer and be submitted to Redwood City for approval and permit.
7. Circle Star and Homestead shall not discharge or permit to be discharged either directly or indirectly into Redwood City Sanitary Sewage Facilities any sewage or other matter which is prohibited by Redwood City's Uniform Sanitary Sewage Ordinance, as it exists now or as amended from time to time, or which otherwise threatens to cause, or will cause, damage to Redwood City's or the South Bayside System Authority's (the "Authority") respective Sanitary Sewage Facilities. Circle Star and Homestead hereby grants to Redwood City the power to take any and all necessary action to cease or terminate any such discharge. Any and all costs and expenses incurred by the Authority and/or Redwood City in connection with Circle Star and Homestead unauthorized or prohibited discharge shall, upon request by Redwood City and/or the Authority, be paid by Circle Star and Homestead.
8. Circle Star and Homestead agree to maintain, repair, and replace and operate Service Area Private Sewage Facilities in good and operable condition while



2000-045588
04/20/2000 03:26P
R3 Page: 9 of 17

this Agreement is in effect in accordance with the terms of this Agreement so as not to impair the efficiency or operation of Redwood City's or the Authority's Sewerage Facility.

If repairs, construction, or other private work is necessary to be performed within the Service Area in order to correct, eliminate, or abate a condition within said Service Area which threatens to cause, causes, or caused damage to Redwood City's or the Authority's Sewage Facilities, or which otherwise threatens to cause, causes, or caused a violation of any provision of the Uniform Sanitary Sewerage Ordinances of Redwood City or the Authority's regulation, Redwood City or the Authority shall give written notice to Circle Star and Homestead thereof, and Circle Star and Homestead shall commence such repairs, construction, or work of improvements within a reasonable time of such notice and diligently pursue such work to completion.

9. To the extent permissible by law, Circle Star and Homestead agree to defend, indemnify, and hold harmless Redwood City, its Council, boards, commissions, officers, employees, and agents from any liability for damages (including attorney's fees) or claims for damages resulting, or alleged to have resulted, from personal injury, including death and/or liability for damages (including attorney's fees) or claims for damages to property or loss thereof, including loss of use or value thereof, or for environmental damages, resulting in any manner, directly or indirectly, by reason of any negligent or willful act or omission on the part of Circle Star and Homestead in the performance of its duties and obligations hereunder.
10. This agreement is for the benefit of the land described as Parcel I in the Approval of Lot Line Adjustment recorded June 25, 1997, as Document Number 97-076673, San Mateo County Records, and for the benefit of the land described as Parcel II in the Approval of Lot Line Adjustment recorded June 25, 1997, as Document Number 97-076672, San Mateo County Records.



2000-045398
04/20/2000 02:28P
R3 Page: 10 of 17

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

11. This agreement may be terminated by Redwood City or Circle Star and Homestead, without cause and at the sole and entire discretion of the respective parties, upon a one hundred twenty (120) day written notice to the other party.
12. This Agreement may be terminated by either party for cause upon a sixty (60) day written notice to the other party; provided, however, that the defaulting party shall have thirty (30) days from the date of the notice of termination to remedy the cause of the termination.
 - (a) All notices, demands, and requests under this Agreement that may be given or made by any party to the other party must be in writing.
 - (b) All notices, demands, and requests must be deposited with the United States Postal Service, first-class postage and prepaid or with an overnight messenger or courier addressed to the respective parties, as follows:

In the case of Redwood City:

City of Redwood City
1017 Middlefield Road
Redwood City, CA 94063

In the case of Circle Star:

1068 East Meadow Circle
Palo Alto, CA 94303

In the case of Homestead:

3 Circle Star Way
San Carlos, CA 94070



2000-045598
04/28/2000 03:28P
R3 Page: 11 of 17

or to other addresses at other places as the parties may, from time to time, designate in writing in accordance with this paragraph. In the event of an emergency, notice may be provided by facsimile to Circle Star at (650) 493-9050 and to Homestead at (650) 368-5815 and to Redwood City at (650) 780-7309, followed by a written notice under paragraph 12 (b) above;

13. The parties hereto expressly agree that each and every term and condition of this Agreement may be enforced by injunctive relief, in any court of competent jurisdiction.
14. In the event any action or proceeding is instituted by one party against the other with the respect to this Agreement, or any provision thereof, the prevailing party shall be entitled to recover reasonable attorney's fees.
15. Section, paragraph, and subparagraph headings as used herein are for convenience only and shall not be deemed to alter, modify, or amend the provisions of the section, paragraph, or subparagraphs which they head.
16. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and shall apply to and run with the land.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first hereinabove written.

[Signatures appear on following page]



2000-045598
04/20/2000 03:26P
R3 Page: 12 of 17

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

By: [Signature]
City Manager

ATTEST:

By: [Signature]
City Clerk

CIRCLE STAR CENTER ASSOCIATES,
L.P., a California limited partnership

By M-D Ventures, Inc.,
Its general partner

By: [Signature]
Its: Vice President

ATTEST:

By: [Signature]

HOMESTEAD VILLAGE, INCORPORATED,
A Maryland corporation

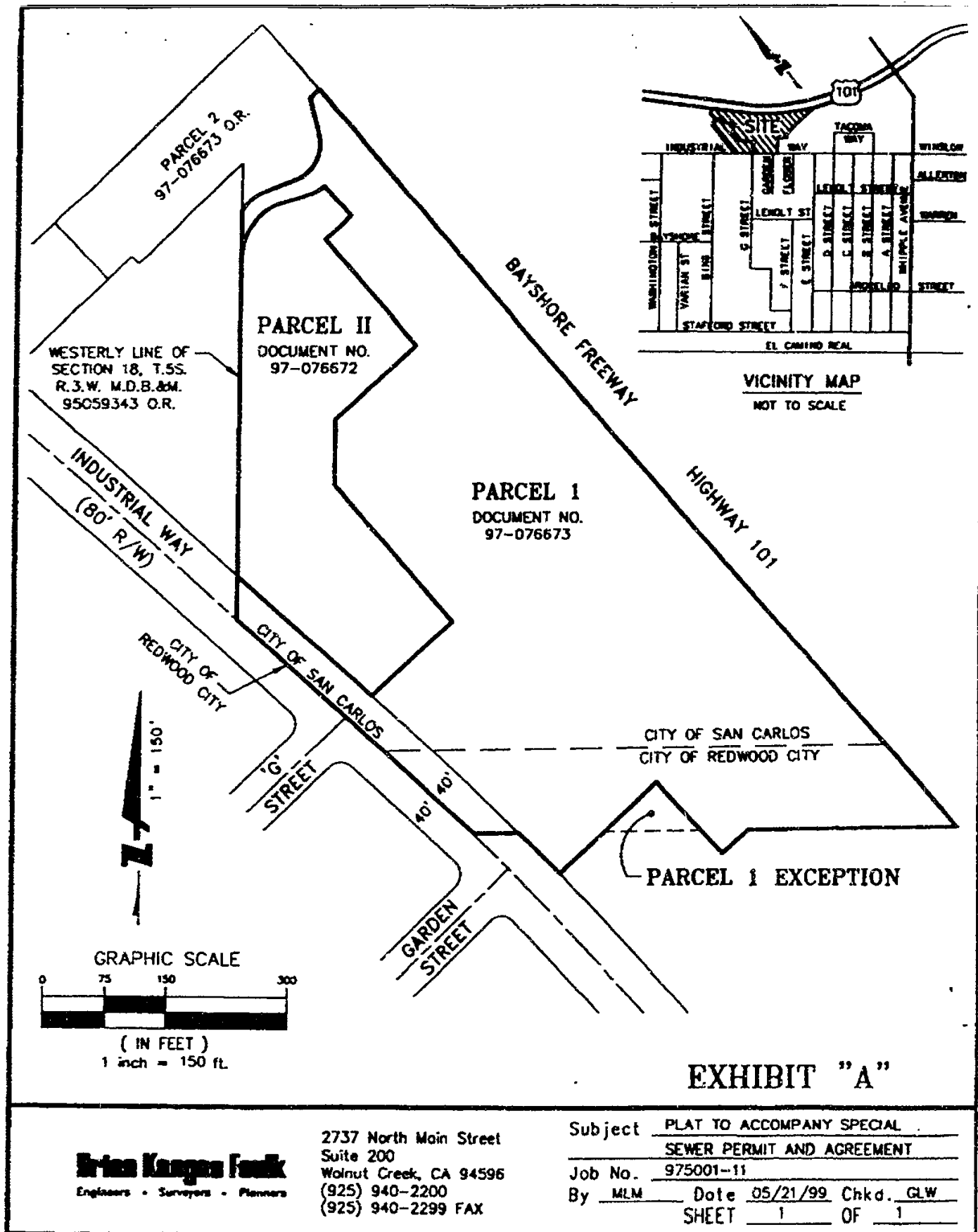
By: [Signature]
Title: SVP

ATTEST:

By: [Signature]



2000-045598
04/20/2000 03:28P
R3 Page: 13 of 17



2000-045598
04/20/2000 03:28P
R3 Page: 14 of 17

CITY OF REDWOOD CITY

**SPECIAL SANITARY SEWERAGE
PERMIT APPLICATION****PERMITS**Date: 1/29/99Applicant Name: Mozart Development Co.Attn: Michael WilsonAddress: 1068 East Meadow Circle
Palo Alto, CA 94303Phone: 650-493-9150Consultant Company: Brian Kangas Foulk
(BKF)Location or other description of the
premises served by the sewerage facilities
and for which this permit is requested.
Circle Start Center, (North of intersection
of Industrial Road and 'G' Street)

- ☐ Storm Water or Ground Water
Drainage Connection
☐ Unpolluted Water
☐ Garbage Grinder
☐ Direct Discharge Permit
☐ Holding Tank Waste
☐ Mandatory Wastewater Discharge
☒ Optional Wastewater Discharge
☐ Private Disposal Facilities

**Data, statistics or other information which will assist the City Engineer during
consideration of this permit request. Attached additional information, (plans,
sketches), if appropriate.**

Permit is requested for emergency overflow from private sanitary pump station.

Overflow would prevent sewage spill in the event of a severe power or mechanical
failure. (see attached plans)

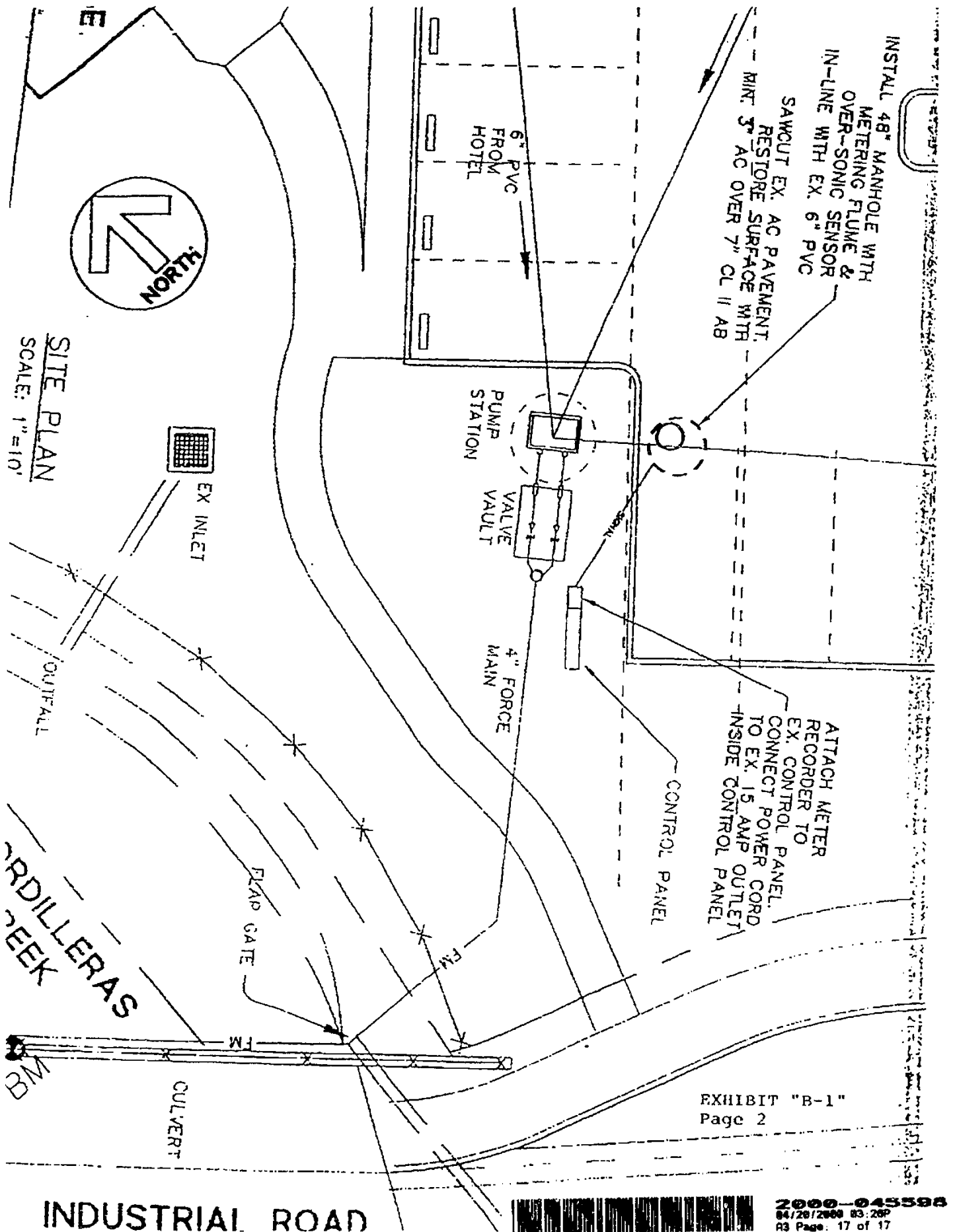
Signature: GARY WILSON
Principal BKF, agent for Mozart Development

(For Official Use Only)

Permit Approval and Conditions:

(See "Special Sanitary Sewerage Permit & Agreement")Fee Collected: \$ 4000.Date: 2/24/00Signature: J. K. LynchJOHN K. LYNCH
Supervising Civil Engineer
City2000-045598
04/20/2000 03:28P
03 Page: 16 of 17





2000-045598
04/20/2000 03:20P
R3 Page: 17 of 17

19. SP-Exceptions 10_2000-044838

DOC # 2000-044838

84/19/2000 08:00A ES Fee:48.00

Page 1 of 14

Recorded in Official Records

County of San Mateo

Warren Slocum

Assessor-County Clerk-Recorder

Recorded By FIRST AMERICAN TITLE COMPANY



42
**RECORDING REQUESTED AND
WHEN RECORDED, RETURN TO:**

Christina W. Chi
Ellman, Burke, Hoffman & Johnson
One Ecker, Suite 200
San Francisco, California 94105

454715

14p
AMENDED AND RESTATED GRANT OF SIGN EASEMENTS AND RIGHTS

This AMENDED AND RESTATED GRANT OF SIGN EASEMENTS AND RIGHTS ("Amended and Restated Grant of Easement") is made as of April 19, 2000, by MOZAD, L.P., a California limited partnership ("Grantor"), for the benefit of 2500 W.L.B., INC., a California corporation ("Grantee").

RECITALS

A. Grantor previously executed that certain Correction Deed and Grant of Sign Easements and Rights (the "Correction Deed") dated as of June 26, 1997, for the benefit of Grantee, and recorded on July 8, 1997 in the Office of the County Recorder, San Mateo County (the "Official Records"), as Document No. 97-081528, which Correction Deed was given to assure that the Official Records reflect that Grantee is the grantee of the easements and rights conveyed by that certain Grant of Sign Easements and Rights ("Grant of Easement") dated as of June 23, 1997, by California Commerce Bank, a California corporation, Grantor's predecessor-in-interest, for the benefit of Grantee, and recorded on July 8, 1997 in the Official Records as Document No. 97-081526.

B. This Deed amends and restates in its entirety both Correction Deed and Grant of Easement.

C. Grantor is the owner of certain real property commonly known as One and Two Circle Star Way, San Carlos, California (the "Circle Star Property"). The Circle Star Property is more particularly described in Exhibit A attached hereto.

D. The Circle Star Property includes a parcel (the "Sign Parcel") on which is located a sign structure capable of operating as an electronic sign which has two (2) faces and visible from both northerly-bound and southerly-bound traffic on Highway 101 (the "Sign"). The Sign Parcel is more particularly described in Exhibit B attached hereto.

E. The Circle Star Property also includes a parcel adjacent to the Sign Parcel for providing access to the Sign Parcel from the surface parking lot on the Circle Star Property and for the placement of the monitor cameras related to the operation of the Sign (the "Access and Camera Parcel"). The Access and Camera Parcel is more particularly described in Exhibit C attached hereto.

F. Grantor desires to grant to Grantee certain easements and other rights with respect to the Sign Parcel and the Access and Camera Parcel (collectively, the "Easement Parcel").

NOW, THEREFORE, IN CONSIDERATION of mutual covenants and promises of the parties, the parties hereto agree as follows:

1. Rescission of Grant of Easement. Grantor and Grantee hereby rescind, terminate and quitclaim the Grant of Easement and the Correction Deed.

2. Sign and Camera Easement. Grantor hereby acknowledges, accepts, consents to and grants to Grantee a non-exclusive, irrevocable and perpetual easement in, to and on the Easement Parcel for the purpose of accessing, constructing, operating, using, repairing, replacing, removing, installing, inspecting and maintaining the Sign, monitor cameras and all utilities (including, without limitation, electricity, telephone and communications facilities used to operate the Sign and such monitor cameras) on the Easement Parcel. This easement shall include the area above the Easement Parcel necessary to operate the Sign and related monitor cameras. No signage, structures, trees, shrubs, undergrowth or other obstructions shall be erected on the Circle Star Property or the Easement Parcel that would materially interfere with the visibility or obscure the view of the Sign from the Highway 101 corridor, interfere with or obscure the view of the monitor cameras of the Sign, or interfere with the operation of such monitor cameras.

3. Access and Utilities. Grantor further hereby acknowledges, accepts, consents to and grants to Grantee a non-exclusive easement on and over the Circle Star Property for the purpose of obtaining access to the Easement Parcel, and for the purpose of locating, constructing, repairing, replacing, removing, installing, inspecting and maintaining all utilities, including, without limitation, electricity, telephone and communications facilities used to operate the Sign and the monitor cameras on the Easement Parcel.

4. Improvements and Equipment. Grantor further hereby acknowledges, accepts, consents to and grants to Grantee exclusive ownership of all improvements, fixtures and equipment located on the Sign Parcel.

5. Intangible Property. Grantor further hereby acknowledges, accepts, consents to and grants and assigns to Grantee all of Grantor's right, title and interest to any intangible property regarding the Sign Parcel, including, without limitation, all right, title and interest in any contracts, permits, authorizations or other approvals regarding the operation of the Sign.

6. Rights under CC&R. Grantor had previously entered into that certain Declaration of Covenants, Conditions and Restrictions dated June 24, 1997 with Homestead Village Incorporated, recorded in the Official Records of San Mateo County, California as Document No. 97076680 (the "CC&R"). Grantor further hereby assigns its rights under the CC&R with respect to the Sign (defined as the "Circle Star Sign" in the CC&R). Grantee is the "Circle Star Sign Operator" for the purposes of the CC&R.

7. Repair and Maintenance of the Easement Parcel. Grantee shall, at Grantee's sole cost and expense, repair and maintain in good condition the Sign Parcel and the access road that is constructed on the Access and Camera Parcel (the "Paved Road"). Subject to Section 8 below,



2000-044838
04/19/2000 08:30a
ES Page: 2 of 14

Grantor shall, at Grantee's sole cost and expense, repair and maintain in good condition the remaining portion of the Access and Camera Parcel not including the Paved Road.

8. Minimize Interference. Any access, location, construction, repair, replacement, removing, installment, inspection and maintenance shall be conducted so as to minimize, to the extent reasonably practicable, interference with Grantor's operations on the Circle Star Property and the use and enjoyment thereof by Grantor, its tenants, invitees and guests.

9. Damage and Indemnity. Grantee shall promptly repair any damage caused by Grantee's entry unto the Circle Star Property and shall restore the same to the condition existing immediately prior to such entry. Grantee shall indemnify, defend and hold harmless Grantor, its agents, employees, trustees, shareholders, contractors, invitees, guests and tenants from and against any and all claims, damages, losses or expenses (including reasonable attorneys' fees) resulting from any damage to property or injury to persons resulting from Grantee's entry onto the Circle Star Property.

10. Easements and Obligations to Run with Land. The easements and obligations established hereunder shall run with the Circle Star Property and the Easement Parcel, and shall be binding upon the successors, transferees and assigns of Grantor and Grantee with respect to the Circle Star Property and the Easement Parcel, respectively.

11. For Benefit of Grantee. The easements and rights granted hereunder are granted for the benefit of Grantee, and may be assigned and transferred by Grantee at any time.

12. Further Assurances. Each party agree to perform such further acts, and execute such further documents as the other party may reasonably request in order to carry out the purposes and intentions of this Amended and Restated Grant of Easement.



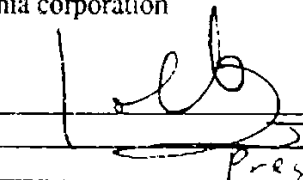
2000-044838
04/19/2000 08:00A
ES Page: 3 of 14

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Amended and Restated Grant of Easement as the date first set forth above.

GRANTOR: MOZAD, L.P.,
a California limited partnership

By: 
Name: John Mozart
Its: General Partner

GRANTEE: 2500 W.L.B., INC.,
a California corporation

By: 
Name: John Mozart
Its: President



2000-044838
04/19/2000 08:00
ES Page: 4 of 14

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

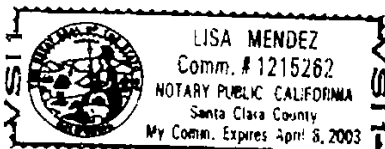
STATE OF CALIFORNIA

COUNTY OF Santa ClaraOn April 13, 2000 before me Lisa Mendez, Notary Public,
personally appeared John Mozart☒ personally known to me

-OR-

☐

~~proved to me on the basis of satisfactory evidence to be the person(s)~~
whose name ~~(s)~~ is ~~are~~ subscribed to the within instrument and
acknowledged to me that he ~~she/they~~ executed the same in his ~~her/their~~
authorized capacity ~~(ies)~~, and that by his ~~her/their~~ signature ~~on~~ the
instrument the person ~~(s)~~, or the entity upon behalf of which the
person ~~(s)~~ acted, executed the instrument.



WITNESS my hand and official seal.

Lisa Mendez
(SIGNATURE OF THE NOTARY PUBLIC)

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐ INDIVIDUAL☐ CORPORATE OFFICER(S)

TITLE(S): _____

☐ PARTNERS☐ LIMITED

TITLE OR TYPE OF DOCUMENT _____

☐ GENERAL☐ ATTORNEY-IN-FACT☐ TRUSTEE

NUMBER OF PAGES _____

☐ GUARDIAN/CONSERVATOR☐ OTHER _____

DATE OF DOCUMENT _____

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES)) _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Right
Thumbprint of
Signer



2000-044838
04/19/2000 08:00
ES Page 5 of 14

EXHIBIT A

CIRCLE STAR PROPERTY LEGAL DESCRIPTION



2000-044838
04/19/2000 CB 000
ES Page 8 of 14

Brian Kangas Foulk

Engineers • Surveyors • Planners

April 11, 2000

BKF Project 975001-11

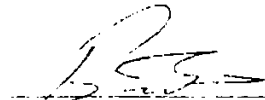
PROPERTY DESCRIPTION CIRCLE STAR PARCEL

ALL that real property situate partly in the City of San Carlos and partly in the City of Redwood City, County of San Mateo, State of California, and described as follows:

BEING all of the lands described in that certain Grant Deed from California Commerce Bank, a California corporation, to Mozad, L.P., a California limited partnership, recorded June 25, 1997, as Series Number 97-076678, San Mateo County Records.

This property description has been prepared by me, or under my supervision, in conformance with the Professional Land Surveyors' Act.

For BRIAN KANGAS FOULK:



Barry T. Williams, P.L.S. No. 6711
License Expires : 06/30/00



Dated: 4-11-2000

k:\sur97975001.11\legals\circle star.doc



2000-044838
04/19/2000 08:08A
ES Page: 7 of 14

EXHIBIT "A"
Page 1 of 1

EXHIBIT B

SIGN PARCEL LEGAL DESCRIPTION



2000-044838
04/19/2000 00:00A
ES Page 8 of 14

Brian Kangas Foulk

Engineers • Surveyors • Planners

April 11, 2000

BKF Project No. 975001-10

**EASEMENT DESCRIPTION
CIRCLE STAR SIGN PARCEL**

ALL that real property situate in the City of San Carlos, County of San Mateo, State of California, described as follows:

BEING a portion of Parcel I, as described in the Trustee's Deed from Seaside Financial Corporation to California Commerce Bank, recorded June 9, 1995, as Series Number 95059343, Official Records of San Mateo County, more particularly described as follows:

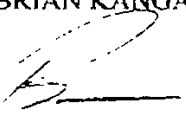
COMMENCING at the most southeasterly corner of said Parcel I; THENCE along the northeasterly line of said Parcel I North 41°59'00" West 735.32 to the POINT OF BEGINNING;

THENCE continuing along said northeasterly line North 41°59'00" West 1.18 feet; THENCE leaving said northeasterly line South 58°34'50" West 49.31 feet; THENCE South 56°41'56" East 39.10 feet; THENCE North 12°25'12" East 47.40 feet to said northeasterly line and the POINT OF BEGINNING. Containing an area of 894 square feet, more or less.

The bearing "North" of the westerly line of said Parcel I as described in the Trustee's Deed from Seaside Financial Corporation to California Commerce Bank, recorded June 9, 1995, as Series Number 95059343, Official Records of San Mateo County, was taken as the Basis of Bearings for this description.

A plat showing the above described easement is attached hereto and made a part hereof.

For BRIAN KANGAS FOULK


Barry T. Williams, P.L.S. No. 6711
License Expires: 06/30/00

Dated: 4-11-2000

k:\sur97\975001 51\descript\signesmt.wpd



Exhibit "B"
Page 1 of 2



2000-044838
04/19/2000 08:00R
ES Page 9 of 14

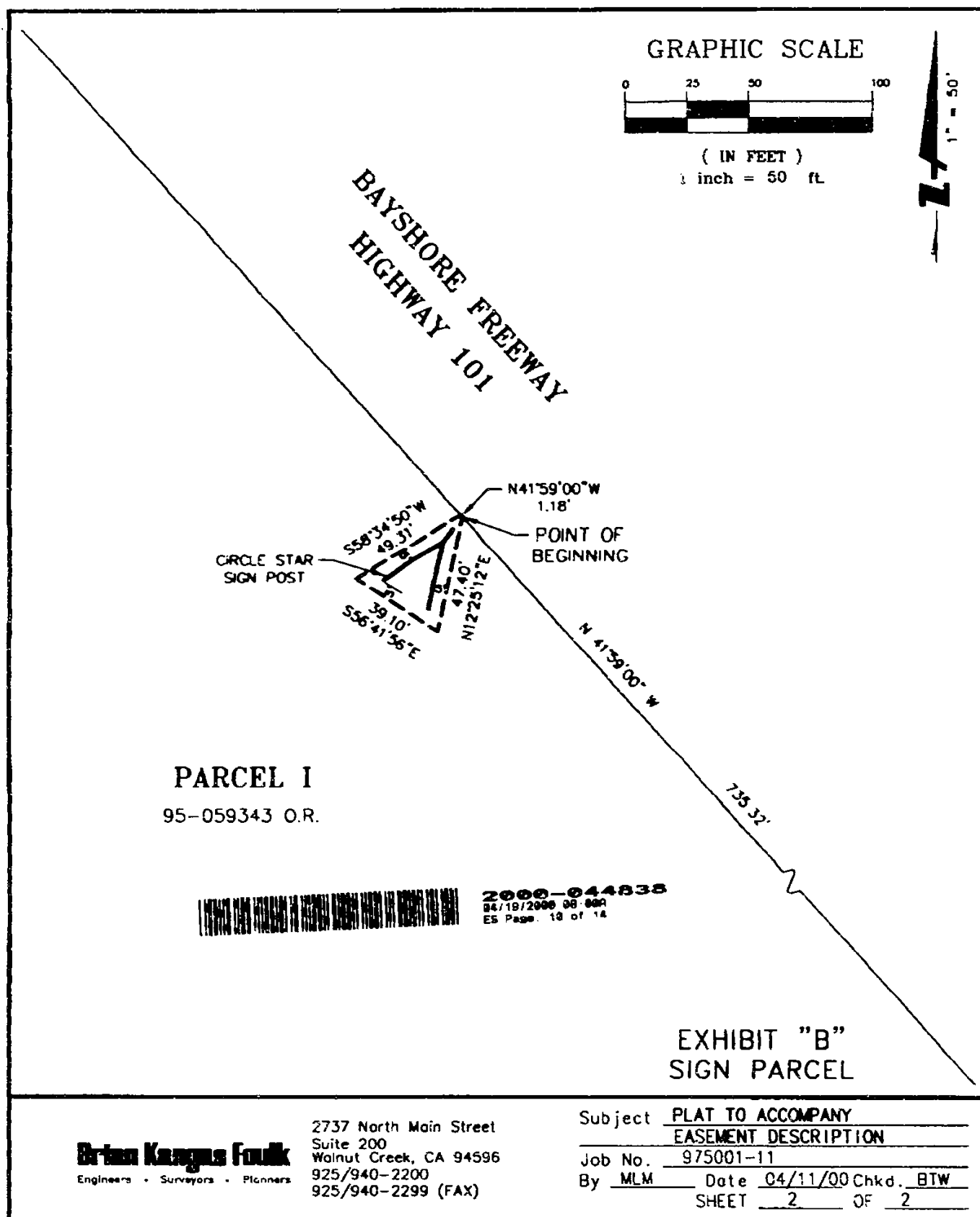


EXHIBIT C

ACCESS AND CAMERA PARCEL LEGAL DESCRIPTION



2000-044838
04/19/2000 08:00
ES Page: 11 of 14

Brian Kangas Foulk

Engineers • Surveyors • Planners

April 11, 2000

BKF Project No. 975001-11



2000-014838
04/19/2000 00:00
ES Page 12 of 14

**EASEMENT DESCRIPTION
SIGN ACCESS AND CAMERA EASEMENT**

ALL that real property situate in the City of San Carlos, County of San Mateo, State of California, described as follows:

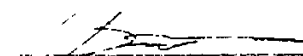
BEING a portion of Parcel I as described in the Approval of Lot Line Adjustment, recorded June 25, 1997, as Series Number 97-076673, Official Records of San Mateo County, said portion being more particularly described as follows:

COMMENCING at the most southeasterly corner of said Parcel I; THENCE along the northeasterly line of said Parcel I North 41°59'00" West 632.93 to the POINT OF BEGINNING of this description; THENCE leaving said northeasterly line of Parcel I South 48°01'00" West 14.00 feet; THENCE North 41°59'00" West 100.29 feet to the beginning of a curve to the left having a radius of 73.50 feet; THENCE along said curve having a radius of 73.50 feet through a central angle of 34°34'51", an arc distance of 44.36 feet to a point of reverse curvature; THENCE along said reverse curve having a radius of 88.50 feet through a central angle of 34°49'21", an arc distance of 53.79 feet; THENCE North 41°44'30" West 9.71 feet; THENCE North 48°01'00" East 13.50 feet; THENCE South 41°44'30" East 9.77 feet to the beginning of a curve to the left having a radius of 75.00 feet; THENCE along said curve having a radius of 75.00 feet through a central angle of 16°48'31", an arc distance of 22.00 feet; THENCE leaving said curve on a non-tangent line North 48°15'30" East 19.36 feet; THENCE North 41°44'30" West 58.63 feet; THENCE North 48°01'00" East 6.40 feet to said northeasterly line of Parcel I; THENCE along said northeasterly line of Parcel I South 41°59'00" East 229.39 feet to the POINT OF BEGINNING. Containing an area of 3,967 square feet, more or less.

A plat showing the above-described easement is attached hereto and made a part hereof as Exhibit "B".

This easement description has been made by me or under my supervision, in conformance with the Professional Land Surveyors' Act.

For BRIAN KANGAS FOULK:

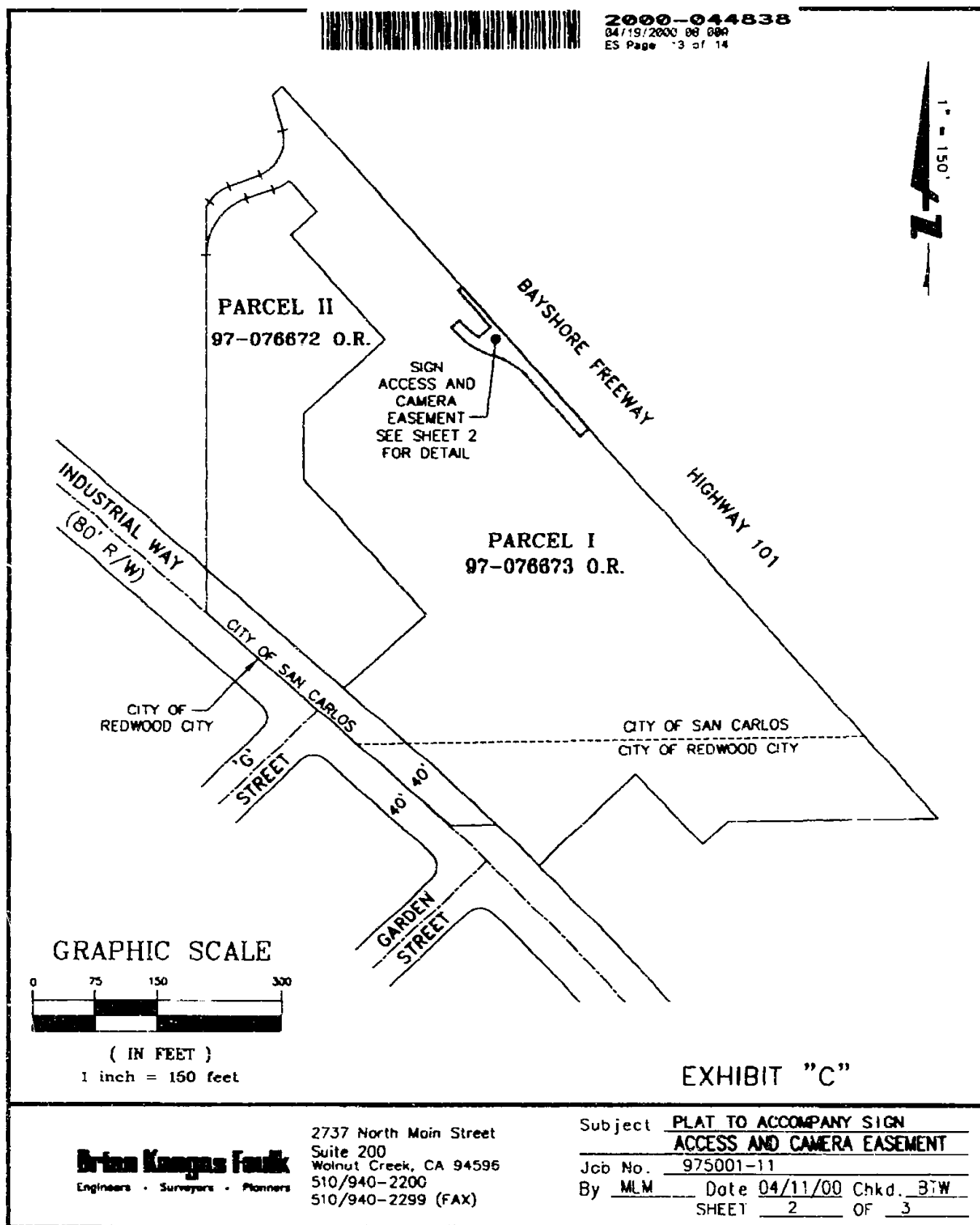

Barry T. Williams, P.L.S. No. 6711
License Expires: June 30, 2000

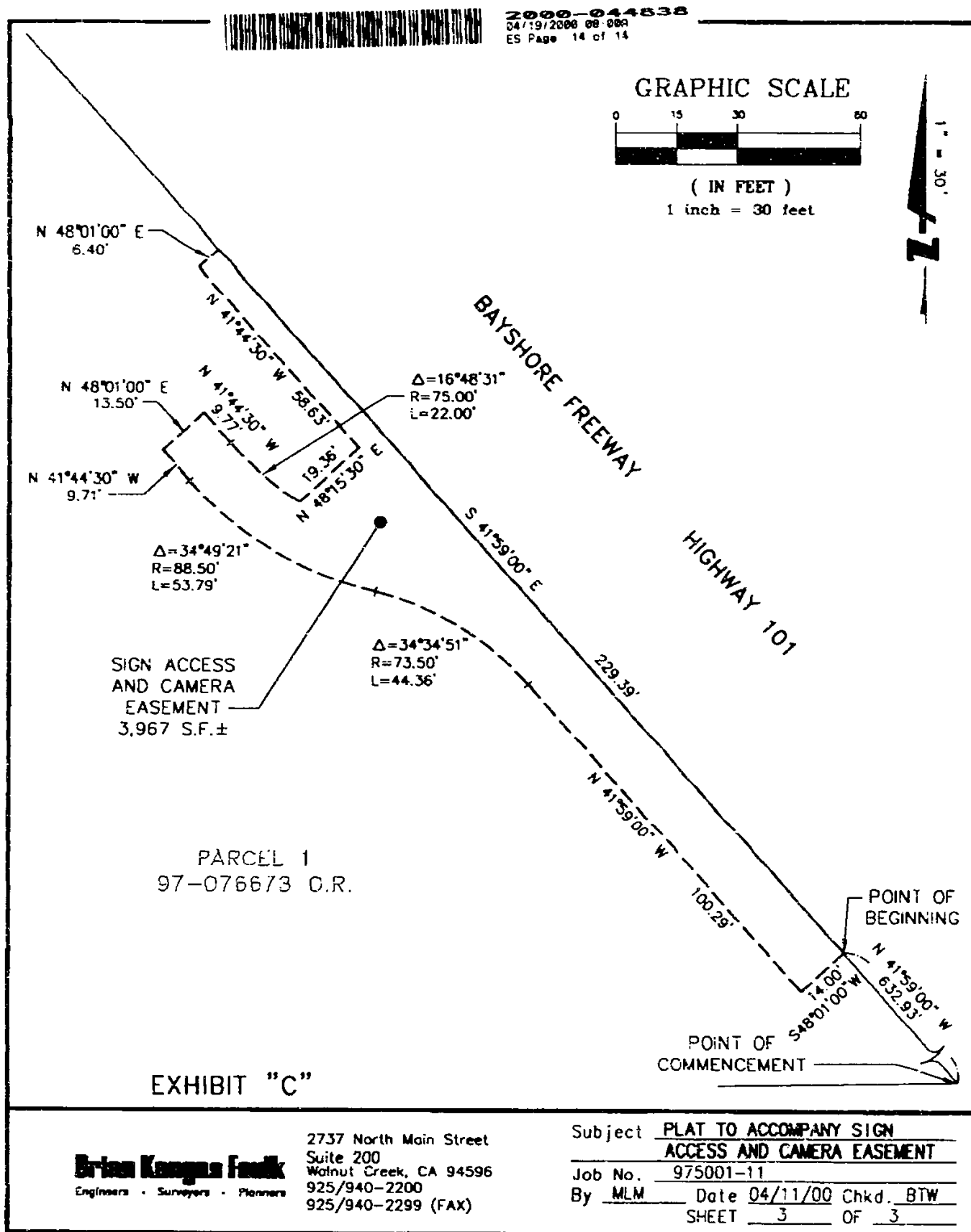
Dated: 4-11-2000

k:\sur97\975001.51\descriptions\access-c.doc



Exhibit "C"
Page 1 of 3





20. SP-Exceptions 10a_2006-131145

First American Title
NG 231627 CC
**RECORDING REQUESTED AND
WHEN RECORDED, RETURN TO:**

Jodi B. Fedor, Esq.
Ellman, Burke, Hoffman & Johnson
601 California Street, 19th Floor
San Francisco, California 94108

2006-131145
FIRST AMERICAN TITLE COMPANY
08:00am 08/31/06 A3 Fee: 28.00
Count of pages 8
Recorded in Official Records
County of San Mateo
Warren Slocum
Assessor-County Clerk-Recorder



**FIRST AMENDMENT TO AMENDED AND RESTATED GRANT OF SIGN
EASEMENTS AND RIGHTS**

This FIRST AMENDMENT TO AMENDED AND RESTATED GRANT OF SIGN EASEMENTS AND RIGHTS ("First Amendment") is made as of August 31, 2006, by CIRCLE STAR CENTER ASSOCIATES, L.P., a California limited partnership, as successor-in-interest to MOZAD, L.P., a California limited partnership ("Grantor"), for the benefit of 2500 W.L.B., INC., a California corporation ("Grantee") and LANDMARK SCREENS, LLC, a Delaware limited liability company ("Grantee Party").

RECITALS

A. Grantor is the owner of certain real property commonly known as One and Two Circle Star Way, San Carlos, California (the "Circle Star Property"). The Circle Star Property is more particularly described in Exhibit A attached hereto.

B. Grantor's predecessor-in-interest, MOZAD, L.P., a California limited partnership, previously executed that certain Amended and Restated Grant of Sign Easements and Rights (the "Sign Easement") dated as of April 19, 2000, for the benefit of Grantee, and recorded on April 19, 2000 in the Office of the County Recorder, San Mateo County (the "Official Records"), as Document No. 2000-044833. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Sign Easement.

C. Grantee subsequently granted and assigned certain of its right, title and interest under the Sign Easement to Grantee Party pursuant to that certain Grant of Sign Easements and Rights dated as of April 19, 2000 and recorded on December 17, 2001 in the Official Records as Document No. 2001-206131.

D. Grantor, Grantee and Grantee Party wish to amend the Sign Easement to provide for additional maintenance options and content restrictions regarding Grantee's operation of the Sign, among other things.

NOW, THEREFORE, IN CONSIDERATION of mutual covenants and promises of the parties, the parties hereto agree as follows:

1. Sign and Camera Easement. Paragraph 2 of the Sign Easement is hereby amended to add the following at the end of the first sentence:

“, and no trees, shrubs, undergrowth or other obstructions shall be allowed to grow or expand in a manner that would materially interfere with the visibility or obscure the view of the Sign from the Highway 101 corridor, interfere with or obscure the view of the monitor cameras of the Sign, or interfere with the operation of such monitor cameras.”

2. Repair and Maintenance. Paragraph 7 of the Sign Easement is hereby amended and restated in its entirety as follows:

“Grantee shall, at Grantee’s sole cost and expense, repair and maintain in good condition the Sign Parcel and the access road that is constructed on the Access and Camera Parcel (the “Paved Road”). Subject to Section 8 below, Grantor shall, at Grantee’s sole cost and expense, repair and maintain in good condition the remaining portion of the Access and Camera Parcel not including the Paved Road. Grantee shall also, at Grantee’s sole cost and expense, have the right, but not the obligation, to trim and maintain any trees, shrubs, undergrowth or other landscaping either (a) on the Circle Star Property or the Easement Parcel that is in violation of Paragraph 2, or (b) installed on any portion of the right-of-way for Highway 101, in accordance with sound horticultural practices, that is (i) adjacent to the Easement Parcel, or (ii) to the extent Grantee deems necessary to ensure that such landscaping does not interfere with or obscure the visibility or view of the Sign from the Highway 101 corridor, or interfere with or obscure the view of the monitor cameras of the Sign, or interfere with the operation of such monitor cameras, that is adjacent to other portions of the Circle Star Property, but in either case under this clause (b) subject to any applicable rules, regulations, and requirements of the California Department of Transportation. Grantee shall, at its sole cost and expense, replace any such landscaping that is damaged or destroyed as a result of Grantee's trimming and maintenance practices.”

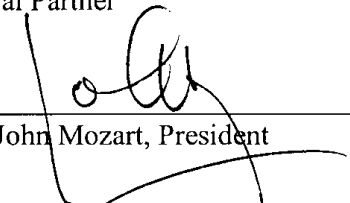
3. Restrictions Regarding Sign. Grantee shall not do any of the following without Grantor’s prior consent, which consent shall not be unreasonably withheld, conditioned or delayed to the extent such action by Grantee is consistent and compatible with the quality and nature of the Circle Star Property: (a) cause or allow the illumination of the Sign to exceed 25,000 NITs; (b) cause or allow the Sign to be relocated, except as reasonably necessary and consistent with applicable laws following a casualty or condemnation; (c) cause or allow the Sign to be increased in size from its size as of the date of this First Amendment, or (d) cause or allow the display on the Sign of content (i) which includes nudity or is identified with the sale of sexually explicit products, businesses or matters, or businesses related to sexual performance, or (ii) which is identified with the sale of tobacco products or businesses whose primary business is the sale of tobacco products.

4. Ratification. Except as expressly modified hereby, the Sign Easement shall remain unmodified and in full force and effect.

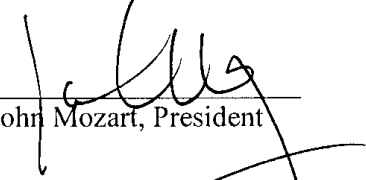
IN WITNESS WHEREOF, the Grantor, Grantee and Grantee Party have executed this First Amendment to Amended and Restated Grant of Easement as the date first set forth above.

GRANTOR: CIRCLE STAR CENTER ASSOCIATES, L.P.,
a California limited partnership

By: M-D Ventures, Inc.,
a California corporation
Its General Partner

By: 
John Mozart, President

GRANTEE: 2500 W.L.B., INC.,
a California corporation

By: 
John Mozart, President

GRANTEE PARTY: LANDMARK SCREENS, LLC,
a Delaware limited liability company

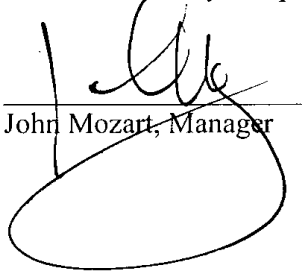
By: 
John Mozart, Manager

EXHIBIT A
(LEGAL DESCRIPTION)

REAL PROPERTY IN THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA,
DESCRIBED AS FOLLOWS:

PARCEL I:

ALL THAT REAL PROPERTY SITUATE IN PARTLY IN THE CITY OF SAN CARLOS AND PARTLY IN THE CITY OF REDWOOD CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL I AND PARCEL II AND BEING ALL OF PARCEL III, PARCEL IV AND PARCEL V, AS DESCRIBED IN THE TRUSTEE'S DEED FROM SEASIDE FINANCIAL CORPORATION TO CALIFORNIA COMMERCE BANK, RECORDED JUNE 9, 1995, AS SERIES NUMBER 95059343, OFFICIAL RECORDS OF SAN MATEO COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID PARCEL II AT THE CENTERLINE OF INDUSTRIAL WAY (80 FEET WIDE); THENCE ALONG THE WESTERLY LINE OF SAID PARCEL II NORTH (THE BEARING NORTH BEING USED FOR THE PURPOSE OF THIS DESCRIPTION) 53.02 FEET TO A POINT DISTANT 40.00 FEET NORTHEASTERLY, MEASURED AT A RIGHT ANGLE, FROM SAID CENTERLINE OF INDUSTRIAL WAY; THENCE LEAVING SAID WESTERLY LINE OF PARCEL II PARALLEL WITH AND DISTANT 40.00 FEET NORTHEASTERLY, MEASURED AT A RIGHT ANGLE, FROM SAID CENTERLINE OF INDUSTRIAL WAY SOUTH 48° 58' 53" EAST 220.17 FEET; THENCE LEAVING SAID PARALLEL LINE NORTH 48° 01' 00" EAST 133.64 FEET; THENCE NORTH 41° 59' 00" WEST 220.81 FEET; THENCE NORTH 78.95 FEET; THENCE NORTH 48° 01' 00" EAST 132.19 FEET; THENCE NORTH 41° 59' 00" WEST 170.00 FEET; THENCE NORTH 48° 01' 00" EAST 41.50 FEET; THENCE NORTH 41° 59' 00" WEST 49.07 FEET TO A POINT FROM WHICH THE RADIAL CENTER OF A CURVE HAVING A RADIUS OF 60.00 FEET BEARS NORTH 39° 21' 02" WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21° 41' 29", AN ARC DISTANCE OF 22.72 FEET; THENCE SOUTH 72° 20' 27" WEST 33.28 FEET TO A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 70.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 72° 20' 20", AN ARC DISTANCE OF 88.38 FEET TO THE WESTERLY LINE OF SAID PARCEL I; THENCE ALONG THE PERIMETER OF SAID PARCEL I THE FOLLOWING FOUR (4) COURSES: 1) NORTH 114.94 FEET, 2) NORTH 46° 30' 48" EAST 126.81 FEET; 3) SOUTH 41° 59' 00" EAST 1187.08 FEET; 4) SOUTH 89° 08' 07" WEST 254.81 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL V; THENCE ALONG THE PERIMETER OF SAID PARCEL V THE FOLLOWING TWO (2) COURSES: 1) SOUTH 46° 38' 37" WEST 42.11 FEET; 2) NORTH 43° 21' 23" WEST 38.58 FEET TO THE MOST WESTERLY CORNER THEREOF; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL I AND PARCEL III SOUTH 89° 08' 07" WEST 117.62 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL IV; THENCE ALONG THE PERIMETER OF SAID PARCEL IV THE FOLLOWING TWO (2) COURSES: 1) SOUTH 46° 38' 37" WEST 74.14 FEET TO A POINT FROM WHICH THE RADIAL CENTER OF A CURVE HAVING A RADIUS OF 3674.71 FEET BEARS SOUTH 44° 16' 34" WEST; 2)

SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $01^{\circ} 06' 45''$, AN ARC DISTANCE OF 71.35 FEET TO THE SOUTHERLY LINE OF SAID PARCEL III; THENCE ALONG SAID SOUTHERLY LINE SOUTH $89^{\circ} 08' 07''$ WEST 56.06 FEET TO THE MOST SOUTHWESTERLY CORNER OF SAID PARCEL III; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL III, PARCEL I AND PARCEL II NORTH $48^{\circ} 58' 53''$ WEST 391.05 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM PARCEL I THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT A POINT IN THE NORTHERLY BOUNDARY LINE OF THE LANDS CONVEYED IN THAT CERTAIN GRANT DEED FROM SAUL WITSCHNER, ET AL, TO METAL MACHINE MANUFACTURING, INC., RECORDED OCTOBER 3, 1958, IN BOOK 3468 AT PAGE 89 (80537-Q), OFFICIAL RECORDS OF SAN MATEO COUNTY, DISTANT THEREON, NORTH $89^{\circ} 08' 07''$ EAST (CALLED NORTH $89^{\circ} 08'$ EAST IN SAID TRUSTEE'S DEED RECORDED AS SERIES NUMBER 95059343) 105.49 FEET FROM THE MOST WESTERLY CORNER OF SAID LANDS; THENCE FROM SAID POINT OF BEGINNING, LEAVING SAID NORTHERLY BOUNDARY LINE, NORTH $46^{\circ} 38' 37''$ EAST 86.73 FEET; THENCE SOUTH $43^{\circ} 21' 23''$ EAST 79.45 FEET TO SAID NORTHERLY BOUNDARY LINE; THENCE ALONG SAID LAST MENTIONED LINE, SOUTH $89^{\circ} 08' 07''$ WEST 117.62 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT THE MOST EASTERLY CORNER OF PARCEL I AS SAID PARCEL IS DESCRIBED IN THAT CERTAIN GRANT DEED FROM ROBINWOOD LANE CORPORATION TO RUSSELL A. MARGIOTTA AND DEBORAH B. MARGIOTTA, AS TRUSTEES UNDER DECLARATION OF TRUST DATED MAY 6, 1981, RECORDED AUGUST 17, 1984 AS SERIES NO. 84091556, OFFICIAL RECORDS OF SAN MATEO COUNTY; THENCE SOUTHWESTERLY ALONG THE LINE COMMON TO SAID PARCEL I (SERIES NUMBER 84091556), AND AFORESAID PARCEL I (SERIES NUMBER 95059343), SOUTH $46^{\circ} 30' 48''$ WEST 15.04 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID COMMON LINE, SOUTH $15^{\circ} 03' 06''$ EAST 44.56 FEET TO A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 45.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $84^{\circ} 16' 48''$, AN ARC DISTANCE OF 66.19 FEET; THENCE SOUTH $69^{\circ} 13' 42''$ WEST 40.72 FEET TO A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $33^{\circ} 51' 48''$, AN ARC DISTANCE OF 29.55 FEET; THENCE SOUTH $35^{\circ} 21' 54''$ WEST 7.01 FEET TO THE WESTERLY LINE OF SAID PARCEL I (SERIES NUMBER 95059343); THENCE ALONG SAID WESTERLY LINE NORTH 57.84 FEET TO SAID LINE COMMON TO SAID PARCEL I (SERIES NO. 84091556), AND AFORESAID PARCEL I (SERIES NUMBER 95059343); THENCE NORTHEASTERLY ALONG SAID COMMON LINE, NORTH $46^{\circ} 30' 48''$ EAST 111.77 FEET TO THE POINT OF BEGINNING.

THE BEARING "NORTH" OF THE WESTERLY LINE OF SAID PARCEL I AS DESCRIBED IN THE TRUSTEE'S DEED FROM SEASIDE FINANCIAL CORPORATION TO CALIFORNIA COMMERCE BANK, RECORDED JUNE 9, 1995, AS SERIES NUMBER

95059343, OFFICIAL RECORDS OF SAN MATEO COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS DESCRIPTION.

THE ABOVE REAL PROPERTY IS FURTHER DESCRIBED AS PARCEL I AS SHOWN ON THAT CERTAIN APPROVAL OF LOT LINE ADJUSTMENT RECORDED JUNE 25, 1997, UNDER RECORDER'S INSTRUMENT NO. 97076673 OF OFFICIAL RECORDS OF SAN MATEO COUNTY, CALIFORNIA.

APN: 046-240-180-3 and 052-103-170-8; JPN'S 046 024 240 12.01; 052 010 103 02.01,02,06,07 A

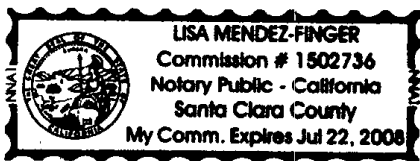
CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF

On August 25, 2006 before me Lisa Mendez-Finger, Notary Public,personally appeared John Mozart

☒ personally known to me -OR- ☐ ~~proved to me on the basis of satisfactory evidence~~ to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.



WITNESS my hand and official seal.

Lisa Mendez-Finger
(SIGNATURE OF THE NOTARY PUBLIC)

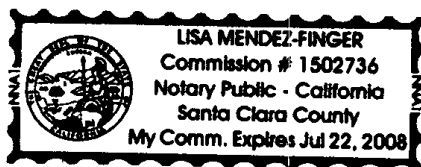
CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF

On August 25, 2006 before me Lisa Mendez-Finger, Notary Public,personally appeared John Mozart

☒ personally known to me -OR- ☐ ~~proved to me on the basis of satisfactory evidence~~ to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.



WITNESS my hand and official seal.

Lisa Mendez-Finger
(SIGNATURE OF THE NOTARY PUBLIC)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF

On August 25, 2006 before me Lisa Mendez-Finger, Notary Public,

personally appeared John Mozart

☒ personally known to me -OR- ☐ ~~proved to me on the basis of satisfactory evidence~~, to be the person ~~whose name~~ ~~is/are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature ~~on~~ the instrument the person ~~acted~~, executed the instrument.



WITNESS my hand and official seal.

Lisa Mendez-Finger
(SIGNATURE OF THE NOTARY PUBLIC)

21. SP-Exceptions 11_2000-022069

NOT FOR RECORD

AFTER RECORDING, RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY

Land Rights Office

111 Almaden Blvd. Rm. 814

San Jose, CA 95115

LD 2305-03-2099

City/County

Recording Fee

Document Transfer Tax \$ none No Consideration

computed on Full Value of Property Conveyed, or

computed on Full Value Less Liens & Encumbrances

at Time of Recording

Signature of Agent determining Tax

DOC # 2000-022069

02/23/2000 02:57P ES Fee:19.00

Page 1 of 5

Recorded in Official Records

County of San Mateo

Warren Slocum

Assessor-County Clerk-Recorder

Recorded By



(SPACE ABOVE FOR RECORDER'S USE ONLY)

EASEMENT

SP

MOZAD, L.P., a California limited partnership

hereinafter called first party, hereby grants to **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation, hereinafter called second party, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified together with a right of way therefor, within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands situate in the City of San Carlos, County of San Mateo, State of California, described as follows:

(APN 046-240-160)

The parcel of land described in the deed from **CALIFORNIA COMMERCE BANK**, a California corporation to **MOZAD, L.P.**, a California limited partnership dated June 25, 1997 and recorded as Document #97-076678 for Official Records, San Mateo County Records.

Said facilities shall consist of:

Such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; and fixtures and appurtenances necessary to any and all thereof, and

One or more underground pipes with suitable service pipes and connections, as Pacific Gas and Electric Company from time to time deems necessary, for the conveyance by it of gas located within the strip of land as shown upon the prints of the second party's Drawing No. SJL-13694 (EXHIBIT A & B) attached hereto and made a part hereof.

PG&E
COPY

First party shall not erect or construct any building or other structure or drill or operate any well under or within said strip or said parcel of land.

First party further grants to second party the right to assign to another public utility as defined in Section 216 of the California Public Utilities Code the right to install, inspect, maintain, replace, remove and use communication facilities within said strip (including ingress thereto and egress therefrom).

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Dated 2 / 11 / 2000

MOZAD, L.P.,
a California limited partnership

By

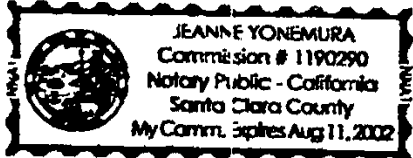

John Mozart, General Partner

Land Rights Offices San Jose
Peninsula Division
PM. 50006369 SO. 2004578
PIAT C-8-24
DWG. NO. SJL-13694
M.D.B. & M., T. 5S., R. 3W.,
SEC. 18, SW1/4 of NW1/4
RE: 50006369c/dan9/ncal



2000-022089
02/23/2000 02:57P
ES Page 2 of 5

67 4702 Notary (General) Rev. 8/91

<p>STATE OF <u>California</u> } SS COUNTY OF <u>Santa Clara</u></p> <p>On <u>Feb. 11, 2000</u> before me, the undersigned, a Notary Public for said State, personally appeared <u>John Stazart</u></p> <p><input checked="" type="checkbox"/> personally known to me OR <input type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.</p> <p>WITNESS my hand and official seal</p> <p><u>Jeanne Yonemura</u> Signature</p> <div data-bbox="646 929 1061 1086">  </div>	<p>CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> Individual(s) Signing For Oneself/Themselves</p> <p><input type="checkbox"/> Corporate Officer(s) of the Above Named Corporation(s)</p> <p><input type="checkbox"/> Guardian of the Above Named Individual(s)</p> <p><input type="checkbox"/> Partner(s) of the Above Named Partnership(s)</p> <p><input type="checkbox"/> Attorney(s) in fact of the Above Named Principal(s)</p> <p><input type="checkbox"/> Trustee(s) of the Above Named Trust(s)</p> <p><input type="checkbox"/> Other _____</p>
---	--



2000-022059
02/23/2000 02:57P
ES Page 3 of 5

Brian Kangas Foulk

Engineers • Surveyors • Planners

February 12, 1999

BKF Project 975001-11

**JOINT TRENCH EASEMENT
ACROSS PARCEL 1
CITY OF SAN CARLOS**

ALL that real property situate in the city of San Carlos, County of San Mateo, State of California, being a portion of Parcel 1, as described in the Approval of Lot Line Adjustment, recorded June 25, 1997, as Series Number 97-076673, Official Records of San Mateo County, described as follows.

COMMENCING at the most southerly corner of said Parcel 1; thence along the southeasterly line of said Parcel 1 North 46°38'37" East, 15.01 feet to a point on a curve concave southwesterly having a radius of 3,689.71 feet from which the radial center bears North 44°17'09" East; thence northwesterly along said curve through a central angle of 00°59'40", an arc distance of 64.04 feet to a point of compound curvature; thence northwesterly along said compound curve having a radius of 3,663.86 feet, through a central angle of 01°06'40", an arc distance of 71.05 feet; thence North 36°41'24" West, 4.13 feet to the beginning of a curve to the left having a radius of 209.00 feet; thence along said curve through a central angle of 12°17'38", an arc distance of 44.84 feet; thence North 48°58'53" West, 13.93 feet to the city limit line of the City of San Carlos and Redwood City, and the POINT OF BEGINNING; thence North 48°58'53" West, 120.27 feet to a point lying on the southeasterly line of Parcel II, distant thereon North 48°01'00" East 20.06 feet from the most southerly corner of Parcel II, as said Parcel II is described in the Approval of Lot Line Adjustment, recorded June 25, 1997, as Series Number 97-076672, Official Records of San Mateo County; thence along said southeasterly line of Parcel II North 48°01'00" East, 8.17 feet; thence South 49°04'15" East, 43.23 feet; thence South 41°01'07" West, 2.09 feet; thence South 48°58'53" East 61.09 feet; thence South 48°29'26" East, 21.54 feet to aforesaid city limit line; thence along said city limit line South 89°08'07" West, 8.84 feet to the POINT OF BEGINNING. Containing an area of 837 square feet, more or less.

A plat showing the above-described easement is attached hereto and made a part hereof as Exhibit "B".

This easement description has been prepared by me, or under my supervision, in conformance with the Professional Land Surveyors' Act.

For BRIAN KANGAS FOULK:

Paul Kittredge
Paul Kittredge, P.L.S. 5790
License Expires June 30, 2000

Dated: 2/16/99

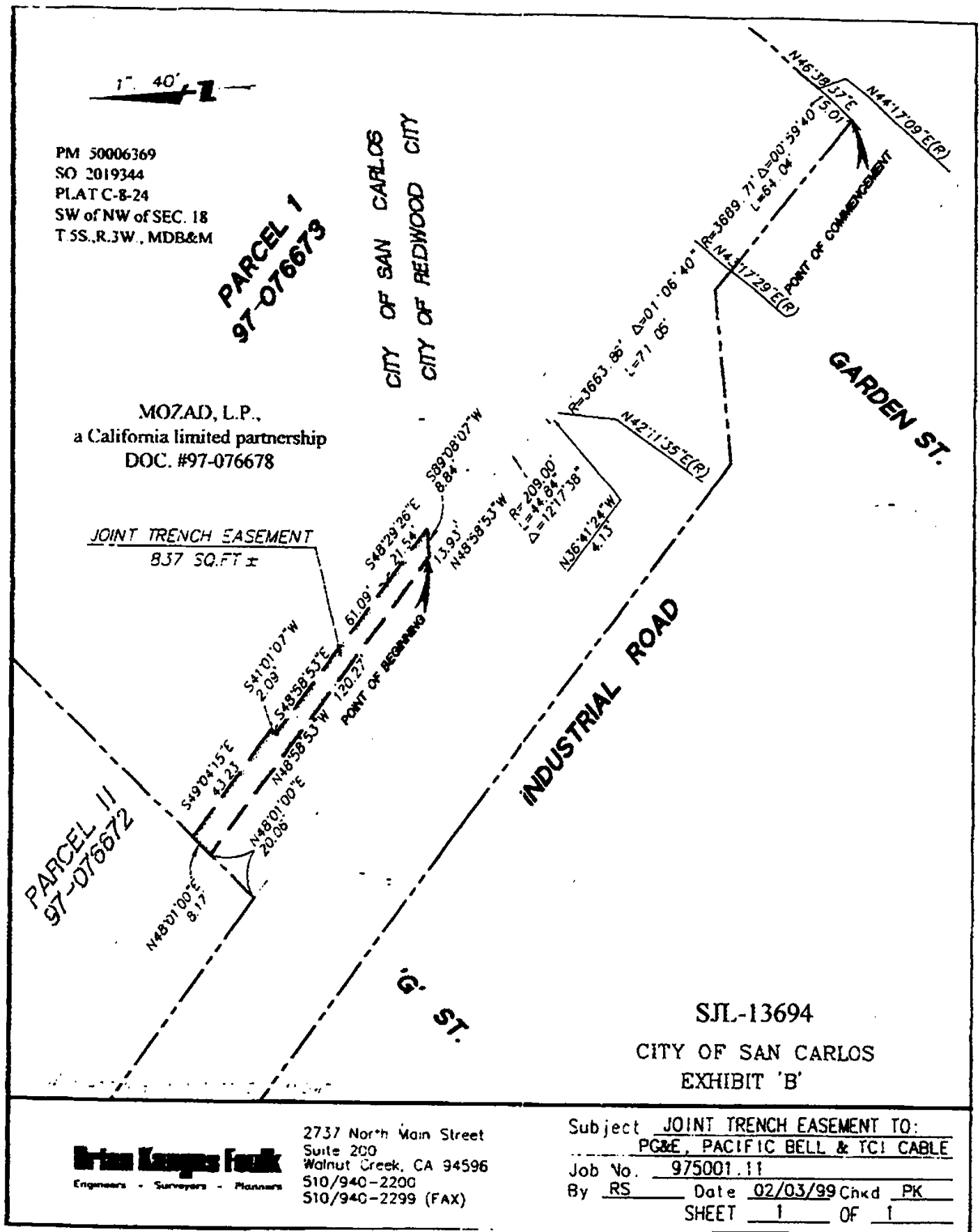
EXHIBIT "A"
Page 1 of 1

BKF 975001-11 LEGAL EASEMENT

2737 North Main Street, Suite 200 • Walnut Creek, CA 94596 2714 • (925) 946 2200 • FAX (925) 946 2299



2000-022089
02/23/2000 02 57P
ES Page 4 of 5



2000-022069
02/23/2000 02:57P
ES Page 5 of 5

22. SP-Exceptions 11a_2003-303152

J111 (REV 1-90)

AFTER RECORDING, RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land Services Office
111 Almaden Blvd. Rm. 814
San Jose, CA 95115

Location: City/Uninc. _____
Recording Fee _____
Document Transfer Tax \$ NONE
☐ Computed on Full Value of Property Conveyed, or
☐ Computed on Full Value Less Liens & Encumbrances
Remaining at Time of Sale.

Signature of declarant or agent determining tax _____

2003-303152

01:53pm 10/21/03 AS Fee: 10.00

Count of pages 2

Recorded in Official Records

County of San Mateo

Warren Slocum

Assessor-County Clerk-Recorder



* 2 0 0 3 0 3 0 3 1 5 2 A R *

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD: 2305-03-2131

ASSIGNMENT

EASEMENT *21*


PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "PG&E", hereby assigns to SBC PACIFIC BELL TELEPHONE COMPANY, a California corporation the rights for communication purposes set out in the grant of easement executed by Mozad L.P., a California limited partnership to PG&E dated February 11, 2000 and recorded as Document Number 2000-022069 for Official Records, San Mateo County Records.

Dated May 14, 2003.

PACIFIC GAS AND ELECTRIC COMPANY

By Carl Horikoshi
Carl Horikoshi
Supervisor, Land Services
South Coast Area

62-4202 Notary (General) Rev. 8/91

STATE OF <u>CALIFORNIA</u> COUNTY OF <u>CONTRA COSTA</u> } SS.	<u>CAPACITY CLAIMED BY SIGNER</u>
On <u>May 14, 2003</u> before me, the undersigned, a Notary Public for said State, personally appeared <u>Carl Horikoshi</u>	<input type="checkbox"/> Individual(s) Signing For Oneself/Themselves <input type="checkbox"/> Corporate Officer(s) of the Above Named Corporation(s) <input type="checkbox"/> Guardian of the Above Named Individual(s) <input type="checkbox"/> Partner(s) of the Above Named Partnership(s) <input type="checkbox"/> Attorney(s)-in-Fact of the Above Named Principal(s) <input type="checkbox"/> Trustee(s) of the Above Named Trust(s)
<input checked="" type="checkbox"/> personally known to me OR <input type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.	<input checked="" type="checkbox"/> Other <u>Supervisor,</u> <u>Land Services</u> <u>South Coast Area</u>
WITNESS my hand and official seal. <u>Gil P. Yamzon</u> Signature	

23. SP-Exceptions 12_2000-022070

AFTER RECORDING, RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY

Land Rights Office

111 Almaden Blvd Rm 814

San Jose, CA 95115

LD 2305-03-2100

Declarant's Attorney

Recording Fee

Ad Valorem Transfer Tax \$ ~~100~~ *12* ~~Consideration~~Computed on Full Value of Property Conveyed, or
Computed on Full Value Less Liens & Encumbrances

Signature of Declarant or Agent determining tax

DOC # 2000-022070

02/23/2000 02:57P ES Fee: 19.00

Page 1 of 5

Recorded in Official Records

County of San Mateo

Warren Slocum

Assessor-County Clerk-Recorder

Recorded By



EASEMENT

MOZAD, L.P., a California limited partnership

hereinafter called first party, hereby grants to **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation, hereinafter called second party, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified together with a right of way therefor, within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands situate in the City of San Carlos, County of San Mateo, State of California, described as follows:

(APN 052-103-170)

The parcel of land described in the deed from CALIFORNIA COMMERCIAL BANK, a California corporation to MOZAD, L.P., a California limited partnership dated June 25, 1997 and recorded as Document #97-076678 for Official Records, San Mateo County Records

Said facilities shall consist of:

Such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; and fixtures and appurtenances necessary to any and all thereof; and

One or more underground pipes with suitable service pipes and connections, as Pacific Gas and Electric Company from time to time deems necessary, for the conveyance by it of gas located within the strip(s) of land as shown upon the print(s) of the second party's Drawing No. SJL-13695 (EXHIBIT A & B) attached hereto and made a part hereof.

PG&E
COPY

First party shall not erect or construct any building or other structure or drill or operate any well under or within said strip or said parcel of land.

First party further grants to second party the right to assign to another public utility as defined in Section 216 of the California Public Utilities Code the right to install, inspect, maintain, replace, remove and use communication facilities within said strip (including ingress thereto and egress therefrom).

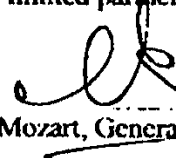
The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Dated

2/11 ~~19~~
2000

MOZAD, L.P.,
a California limited partnership

By

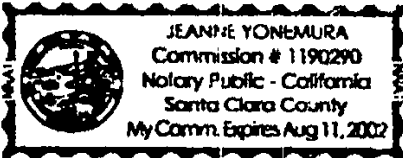

John Mozart, General Partner

Land Rights Offices San Jose
Peninsula Division
PM. 50006369 SO. 2004578
PLAT C 8-24
DWG. NO. SJL-13694
M. D. H. & M., T. 5S., R. 3W.,
SEC. 18, SW1/4 of NW1/4
RE: 50006369d/dan9/ncal



2000-022070
32/23/2000 02:57P
ES Page 2 of 5

67-4202 Notary (General) Rev 8/91

<p>STATE OF <u>California</u>) COUNTY OF <u>Santa Clara</u>) SS</p> <p>On <u>Feb. 11, 2000</u> before me, the undersigned, a Notary Public for said State, personally appeared <u>John Hozart</u></p> <p><input checked="" type="checkbox"/> personally known to me OR <input type="checkbox"/> known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument</p> <p>WITNESS my hand and official seal</p> <p><u>Jeanne Yonemura</u> Signature</p> <div data-bbox="651 936 1056 1093">  </div>	<p>CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> Individual(s) Signing For Oneself/Themselves</p> <p><input type="checkbox"/> Corporate Officer(s) of the Above Named Corporation(s)</p> <p><input type="checkbox"/> Guardian of the Above Named Individual(s)</p> <p><input type="checkbox"/> Partner(s) of the Above Named Partnership(s)</p> <p><input type="checkbox"/> Attorney(s)-in-Fact of the Above Named Principal(s)</p> <p><input type="checkbox"/> Trustee(s) of the Above Named Trust(s)</p> <p><input type="checkbox"/> Other _____</p>
--	--



2000-022070
02/23/2000 02:57P
ES Page 3 of 6

Brian Kangas Foulk

Engineers • Surveyors • Planners

February 12, 1999

BKF Project 975001-11

**JOINT TRENCH EASEMENT
ACROSS PARCEL 1
REDWOOD CITY**

ALL that real property situate in the city of Redwood City, County of San Mateo, State of California, being a portion of Parcel 1, as described in the Approval of Lot Line Adjustment, recorded June 25, 1997, as Series Number 97-076673, Official Records of San Mateo County, described as follows.

COMMENCING at the most southerly corner of said Parcel 1; thence along the southeasterly line of said Parcel 1 North 46°38'37" East, 15.01 feet to a point on a curve concave southwesterly having a radius of 3,689.71 feet from which the radial center bears North 44°17'09" East, said point also being the POINT OF BEGINNING, thence northwesterly along said curve through a central angle of 00°59'40", an arc distance of 64.04 feet to a point of compound curvature; thence northwesterly along said compound curve having a radius of 3,663.86 feet, through a central angle of 01°06'40", an arc distance of 71.05 feet; thence North 36°41'24" West, 4.13 feet to the beginning of a curve to the left having a radius of 209.00 feet; thence along said curve through a central angle of 12°17'38", an arc distance of 44.84 feet, thence North 48°58'53" West, 13.93 feet to the city limit line of the City of San Carlos and Redwood City; thence along said city limit line North 89°08'07" East, 8.84 feet; thence leaving said city limit line South 48°29'26" East, 23.47 feet to a non-tangent curve concave southwesterly having a radius of 3,674.71 feet from which the radial center bears North 41°41'02" East; thence southeasterly along said curve through a central angle of 02°16'54", an arc distance of 146.34 feet, thence leaving said curve North 43°57'56" East, 6.00 feet to a point on a non-tangent curve concave southwesterly having a radius of 3,680.71 feet from which the radial center bears North 43°57'56" East; thence southeasterly along said curve through a central angle of 00°21'02", an arc distance of 22.52 feet to the southeasterly line of said Parcel 1; thence along said southeasterly line South 46°38'37" West, 16.85 feet to the POINT OF BEGINNING. Containing an area of 2,030 square feet, more or less.

A plat showing the above described easement is attached hereto and made a part hereof as Exhibit "B".

This easement description has been prepared by me, or under my supervision, in conformance with the Professional Land Surveyors' Act.

For BRIAN KANGAS FOULK:

Paul Kittredge
Paul Kittredge, P.L.S. No. 5790
License Expires June 30, 2000

Dated: 2/16/99

EXHIBIT "A"
Page 1 of 1

K:\SR97076673\LEGAL\SEASIO\LEGAL.DOC

2737 North Main Street, Suite 200 • Walnut Creek, CA 94596-2714 • (925) 940-2200 • FAX (925) 940-2299



2000-022070
02/23/2000 02:57P
ES Page 4 of 6



24. SP-Exceptions 12a_2003-303153

62-3111 (REV 1-90)

AFTER RECORDING, RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land Services Office
111 Almaden Blvd. Rm. 814
San Jose, CA 95115

Location: City/Unit: _____
Recording Fee: _____
Document Transfer Tax \$ NONE
[] Computed on Full Value of Property Conveyed, or
[] Computed on Full Value Less Liens & Encumbrances
Remaining at Time of Sale.

Signature of declarant or agent determining tax _____

2003-303153

01:53pm 10/21/03 AS Fee: 10.00

Count of pages 2

Recorded in Official Records

County of San Mateo

Warren Slocum

Assessor-County Clerk-Recorder



* 2 0 0 3 0 3 0 3 1 5 3 A R *

24

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD: 2305-03-2132

ASSIGNMENT

EASEMENT

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "PG&E", hereby assigns to SBC PACIFIC BELL TELEPHONE COMPANY, a California corporation the rights for communication purposes set out in the grant of easement executed by Mozad L.P., a California limited partnership to PG&E dated February 11, 2000 and recorded as Document Number 2000-022070 for Official Records, San Mateo County Records.

Dated May 14, 2003.


PACIFIC GAS AND ELECTRIC COMPANY

By

Carl Horikoshi

Carl Horikoshi
Supervisor, Land Services
South Coast Area

62-4202 Notary (General) Rev. 8/91

<p>STATE OF <u>CALIFORNIA</u> } COUNTY OF <u>CONTRA COSTA</u> } SS.</p> <p>On <u>May 14, 2003</u> before me, the undersigned, a Notary Public for said State, personally appeared <u>Carl Herikoski</u></p> <p><input checked="" type="checkbox"/> personally known to me OR <input type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.</p> <p>WITNESS my hand and official seal.</p> <p><u>Gil P. Yamzon</u> Signature</p> <p></p>	<p><u>CAPACITY CLAIMED BY SIGNER</u></p> <p><input type="checkbox"/> Individual(s) Signing For Oneself/Themselves</p> <p><input type="checkbox"/> Corporate Officer(s) of the Above Named Corporation(s)</p> <p><input type="checkbox"/> Guardian of the Above Named Individual(s)</p> <p><input type="checkbox"/> Partner(s) of the Above Named Partnership(s)</p> <p><input type="checkbox"/> Attorney(s)-in-Fact of the Above Named Principal(s)</p> <p><input type="checkbox"/> Trustee(s) of the Above Named Trust(s)</p> <p><input checked="" type="checkbox"/> Other: <u>Supervisor,</u> <u>Land Services</u> <u>South Coast Area</u></p>
---	---

25. SP-Exceptions 13_2000-041479


AFTER RECORDING, RETURN TO:

11 **PACIFIC GAS AND ELECTRIC COMPANY**
Land Rights Office
111 Almaden Blvd. Rm. 814
San Jose, CA 95115

Location: City/Uninc _____
Recording Fee _____
Document Transfer Tax \$ no consideration
() Computed on Full Value of Property Conveyed, or
() Computed on Full Value Less Liens & Encumbrances
Remaining at Time of Sale

Signature of declarant or agent determining tax _____

DOC # 2000-041479
04/11/2000 02:48P ES Fee:25.00
Page 1 of 7
Recorded in Official Records
County of San Mateo
Warren Slocum
Assessor-County Clerk-Recorder
Recorded By FIRST AMERICAN TITLE COMPANY

**EASEMENT**

MOZAD, L.P., a California limited partnership

Hereinafter called first party, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called second party, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified together with a right of way therefor, within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands situate in the City of San Carlos, County of San Mateo, State of California, described as follows:

(APN 052-103-170)

The parcel of land described in the deed from CALIFORNIA COMMERCE BANK, a California corporation, to MOZAD, L.P., a California limited partnership dated June 25, 1997, and recorded as Document #97-076678 for Official Records, San Mateo County Records.

Said facilities shall consist of:

Such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; and fixtures and appurtenances necessary to any and all thereof; and

One or more underground pipes with suitable service pipes and connections, as Pacific Gas and Electric Company from time to time deems necessary, for the conveyance by it of gas located within the strip(s) of land as shown upon the print(s) of the second party's EXHIBIT "A" & "B" attached hereto and made a part hereof.

PG&E
COPY

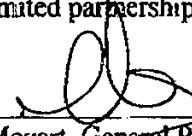
First party shall not erect or construct any building or other structure or drill or operate any well under or within said strip or said parcel of land.

First party further grants to second party the right to assign to another public utility as defined in Section 216 of the California Public Utilities Code the right to install, inspect, maintain, replace, remove and use communication facilities within said strip (including ingress thereto and egress therefrom).

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Dated: _____, 2000.

MOZAD, L.P.,
a California limited partnership

By: 
John Mozart, General Partner

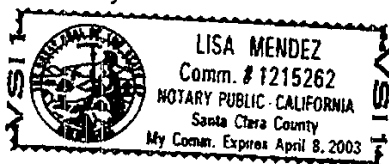


2000-041479
04/11/2000 02:40P
ES Page: 2 of 7

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA) SS

On April 10, 2000 before me, LISA MENDEZ, a Notary Public in and for said County and State, personally appeared, JOHN MOZART personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person~~s~~ whose name~~s~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~s~~ on the instrument the person~~s~~ or the entity that upon behalf of which person~~s~~ acted, executed the instrument.

WITNESS my hand and official seal.



(This area for official notarial seal)

Signature *Lisa Mendez*
My Commission Expires: April 8, 2003
Printed Name: LISA MENDEZ
Principal Place of Business: MOZART DEVELOPMENT
PALO ALTO, CA

MAIL TAX STATEMENTS AS DIRECTED ABOVE



2000-041479
04/11/2000 02:48P
ES Page: 3 of 7

Brian Kangas Foulk

Engineers • Surveyors • Planners

March 24, 2000
BKF Project No. 975001-11



2000-041479
04/11/2000 02:48P
ES Page: 4 of 7

EASEMENT DESCRIPTION PACIFIC GAS & ELECTRIC EASEMENT (MOZAD PARCEL)

ALL that certain real property situate in the City of San Carlos, County of San Mateo, State of California, and described as follows:

BEING a portion of Parcel I, as described in the Approval of Lot Line Adjustment, recorded June 25, 1997, as Series Number 97-076673, Official Records of San Mateo County, said portion being more particularly described as follows:

COMMENCING on the centerline of Industrial Road (80 foot wide right of way) at the most southwesterly corner of said Parcel I (97-076673); THENCE along the westerly line of said Parcel I (97-076673) North 53.02' to the northeasterly right of way line of said Industrial Road;

THENCE along said northeasterly right of way line of Industrial Road South 48°58'53" East 10.42 feet to the POINT OF BEGINNING;

THENCE along said northeasterly right of way line of Industrial Road South 48°58'53" East 6.35 feet; THENCE leaving said northeasterly right of way line of Industrial Road South 85°28'03" East 34.07 feet; THENCE South 54°10'28" East 18.53 feet; THENCE North 40°55'45" East 11.55 feet; THENCE North 49°00'38" West 17.43 feet; THENCE North 40°58'56" East 122.65 feet to a point on the common line of Parcel II as described in the Approval of Lot Line Adjustment, recorded June 25, 1997, as Series Number 97-076672, Official Records of San Mateo County and said Parcel I (97-076673), said point bears North 41°59'00" West 192.80 from the most easterly corner of said Parcel II (97-076672); THENCE leaving said common line of Parcel II (97-076672) and Parcel I (97-076673) North 40°58'56" East 53.26 feet; THENCE North 03°53'58" West 45.73 feet; THENCE North 18°46'02" East 16.40 feet; THENCE North 48°12'17" East 172.58 feet; THENCE South 41°44'30" East 15.02 feet to the beginning of a curve to the left having a radius of 75.00 feet; THENCE along said curve having a radius of 75.00 through a central angle of 16°48'31", an arc distance of 22.00 feet; THENCE leaving said curve on a non-tangent line North 48°15'30" East 19.36 feet; THENCE North 41°44'30" West 48.18 feet; THENCE South 48°15'30" West 13.67 feet; THENCE North 69°46'59" West 195.69 feet; THENCE North 79°12'39" West 1.03 feet to a point on said common line of Parcel II (97-076672) and Parcel I (97-076673), said point bears South 41°59'00" East 21.38 feet from the northwesterly terminus of that certain course described as "North 41°59'00" West 170.00 feet" on said Approval of Lot Line Adjustment

Exhibit "A"

Page 1 of 3

2737 North Main Street, Suite 200 • Walnut Creek, CA 94596-2714 • (925) 940-2200 • FAX (925) 940-2299

March 24, 2000
BKF Project No. 975001-11
Pacific Gas & Electric Easement

(97-076672); THENCE leaving said common line of Parcel II (97-076672) and Parcel I (97-076673) North 79°12'39" West 62.07 feet; THENCE North 53°59'00" West 22.58 feet; THENCE South 36°01'00" West 13.12 feet; THENCE South 53°59'00" East 18.18 feet; THENCE South 79°12'39" East 71.84 feet; THENCE South 69°46'59" East 7.37 feet; THENCE South 45°32'00" East 12.75 feet; THENCE South 46°27'20" West 18.71 feet; THENCE South 43°32'40" East 10.00 feet; THENCE North 46°27'20" East 19.06 feet; THENCE South 45°32'00" East 36.13 feet; THENCE South 39°43'10" East 77.18 feet to said common line of Parcel II (97-076672) and Parcel I (97-076673); THENCE leaving said common line of Parcel II (97-076672) and Parcel I (97-076673) South 39°43'10" East 26.47 feet; THENCE South 48°12'17" West 70.21 feet; THENCE North 34°35'46" West 26.44 feet to said common line of Parcel II (97-076672) and Parcel I (97-076673); THENCE leaving said common line of Parcel II (97-076672) and Parcel I (97-076673) North 34°35'46" West 13.45 feet; THENCE North 66°52'44" West 44.46 feet; THENCE South 23°07'16" West 10.00 feet; THENCE South 66°52'44" East 41.56 feet; THENCE South 34°35'46" East 11.85 feet to said common line of Parcel II (97-076672) and Parcel I (97-076673); THENCE leaving said common line of Parcel II (97-076672) and Parcel I (97-076673) South 34°35'46" East 21.54 feet; THENCE South 55°24'14" West 13.68 feet; THENCE South 34°35'46" East 10.70 feet; THENCE South 18°46'02" West 12.74 feet; THENCE South 03°53'58" East 43.61 feet; THENCE South 40°58'56" West 47.89 feet to said common line of Parcel II (97-076672) and Parcel I (97-076673); THENCE leaving said common line of Parcel II (97-076672) and Parcel I (97-076673) South 40°58'56" West 118.69 feet; THENCE North 49°01'04" West 24.77 feet; THENCE South 40°58'56" West 38.66 feet to the POINT OF BEGINNING. Containing an area of 17,044 square feet, more or less.

EXCEPTING THEREFROM:

All that portion of Parcel I, as described in the Approval of Lot Line Adjustment, recorded June 25, 1997, as Series Number 97-076673, Official Records of San Mateo County, said portion being more particularly described as follows:

COMMENCING at the most southeasterly corner of said Parcel I (97-076673); THENCE along the northeasterly line of said Parcel I (97-076673) North 41°59'00" West 850.50'; THENCE leaving said northeasterly line of said Parcel I (97-076673) South 48°01'00" West 30.67 feet to the POINT OF BEGINNING;

THENCE South 48°12'17" West 76.18 feet; THENCE North 39°43'10" West 103.79 feet; THENCE North 45°32'00" West 37.19 feet; THENCE South 69°46'59" East 159.49 feet to the POINT OF BEGINNING. Containing an area of 5,169 square feet, more or less.

Exhibit "A"
Page 2 of 3



2000-041479
04/11/2000 02:40P
ES Page: 5 of 7

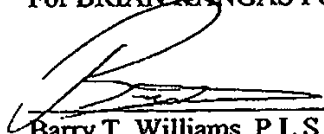
March 24, 2000
BKF Project No. 975001-11
Pacific Gas & Electric Easement

EXCEPTING ALSO THEREFROM that portion of said easement which lies within said Parcel II (97-076672).

A plat showing the above-described easement is attached hereto and made a part hereof as Exhibit "B".

This easement description has been prepared by me, or under my supervision, in conformance with the Professional Land Surveyors' Act.

For BRIAN KANGAS FOULK:


Barry T. Williams, P.L.S. No. 6711
License Expires June 30, 2000

Dated: 4/7/2000

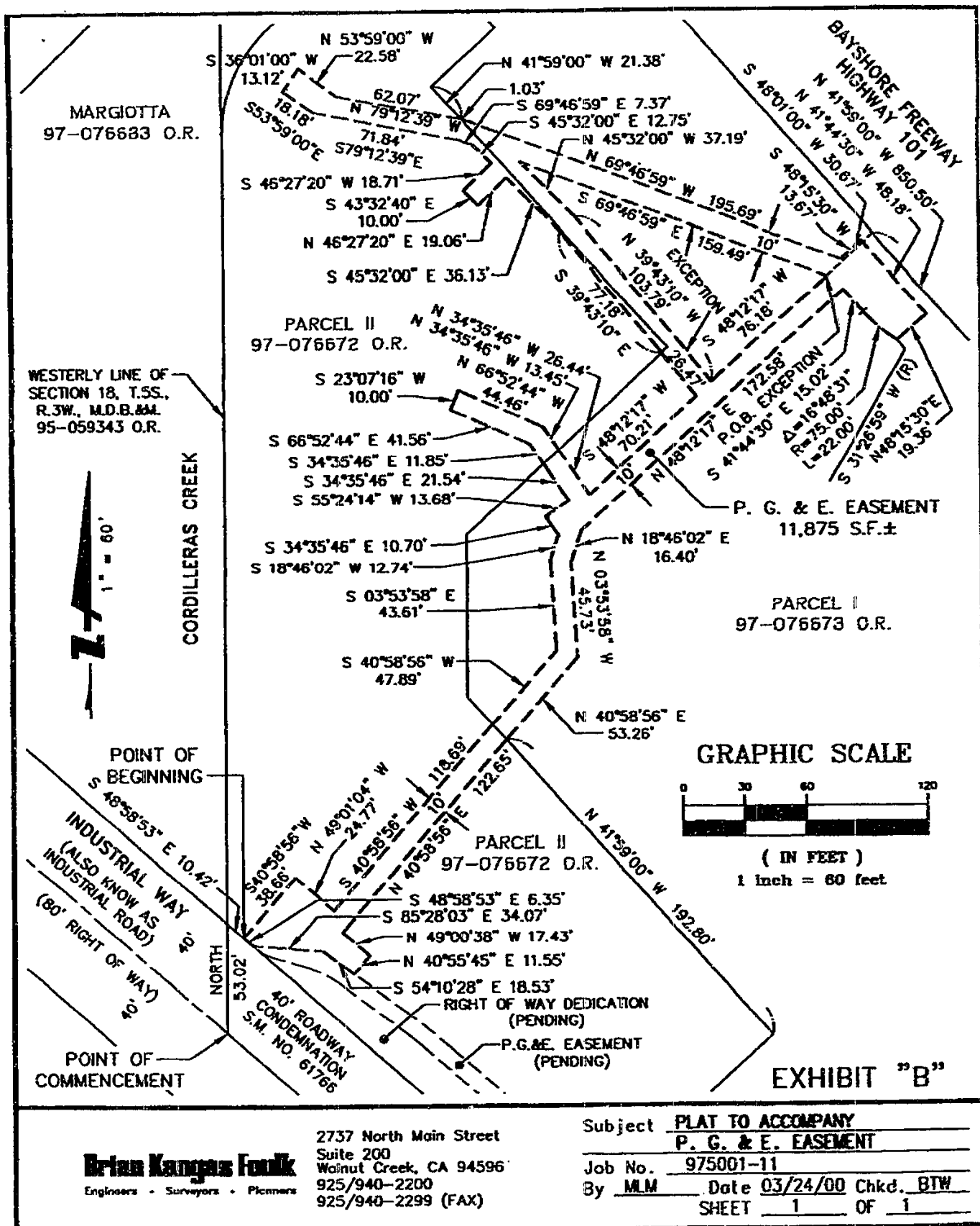


K:\SUR97\975001.51\DESCRIPTIONS\PG&E-JT-MOZAD.DOC



2000-041479
04/11/2000 02:40P
ES Page: 6 of 7

Exhibit "A"
Page 3 of 3



2000-041479
04/11/2000 02:40P
ES Page: 7 of 7

26. SP-Exceptions 13a_2003-084181

62-3111 (REV 1-90)

AFTER RECORDING, RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land Services Office
111 Almaden Blvd. Rm. 814
San Jose, CA 95115

Location: City/Uninc _____
Recording Fee _____
Document Transfer Tax \$ NONE
☐ Computed on Full Value of Property Conveyed, or
☐ Computed on Full Value Less Liens & Encumbrances
Remaining at Time of Sale.
E. J. [Signature]
Signature of declarant or agent determining tax

DOC # 2003-084181

03/31/2003 02:24P AS Fee:10.00

Page 1 of 2

Recorded in Official Records

County of San Mateo

Warren Slocum

Assessor-County Clerk-Recorder

Recorded By PACIFIC GAS & ELECTRIC CO



(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD: 2305-03-2129

ASSIGNMENT

EASEMENT

No Consideration - Easement

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "PG&E", hereby assigns to SBC PACIFIC BELL TELEPHONE COMPANY, a California corporation the rights for communication purposes set out in the grant of easement executed by Mozad L.P., a California limited partnership to PG&E dated April 10, 2000 and recorded as Document Number 2000-041479 for Official Records, San Mateo County Records.

Dated February 11, 2003.

PACIFIC GAS AND ELECTRIC COMPANY

By

Carl Horikoshi

Carl Horikoshi
Supervisor, Land Services
South Coast Area

ZP

m

62-4202 Notary (General) Rev.8/91

STATE OF CALIFORNIA }
COUNTY OF CONTRA COSTA } SS.

On 2/13/03 before me, the undersigned, a Notary Public for said State, personally appeared Carl Horikoshi

☒ personally known to me ~~OR~~ ☐ ~~proved to me on the basis of satisfactory evidence~~ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Gil P. Yamzon

**CAPACITY CLAIMED BY SIGNER**

- ☐ Individual(s) Signing For Oneself/Themselves
☐ Corporate Officer(s) of the Above Named Corporation(s)
☐ Guardian of the Above Named Individual(s)
☐ Partner(s) of the Above Named Partnership(s)
☐ Attorney(s)-in-Fact of the Above Named Principal(s)
☐ Trustee(s) of the Above Named Trust(s)

☒ Other Supervisor,
Land Services
South Coast Area



2003-084181
03/31/2003 02:24P
AS Page: 2 of 2

27. SP-Exceptions 14_2000-041480

17

Name
Street
Address
StateRECORDING REQUESTED BY
AND WHEN RECORDED MAIL TOThe Mozart Development Co.
1068 B. meadow Circle
Palo Alto Ca 94303
Attn: Jeanne Youmans

MAIL TAX STATEMENTS TO

Name
Street
Address
State

N/A

DOC # 2000-041480

04/11/2000 02:40P ES Fee:34.00

Page 1 of 10

Recorded in Official Records

County of San Mateo

Warren Slocum

Assessor-County Clerk-Recorder

Recorded By FIRST AMERICAN TITLE COMPANY



SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant of Easement

102

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$ None - no consideration. Grant of
☐ computed on full value of property conveyed, or Easement interest only.
☐ computed on full value less value of liens and encumbrances remaining at time of sale.
☐ Unincorporated area: ☒ City of San Carlos, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, MOZAD, L.P., a limited partnership organized under the laws of the State of California hereby ("Grantor") GRANTS to HOMESTEAD VILLAGE INCORPORATED., a Maryland corporation, ("GRANTEE"), the following described easement for non-build purposes in the City of San Carlos, County of San Mateo, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Dated _____

MOZAD, L.P.

By _____

Printed Name John MozartTitle Managing General Partner

By _____

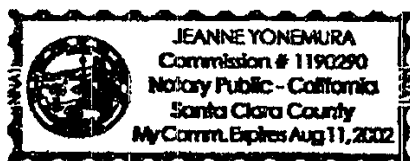
Printed Name _____

Title _____

STATE OF California)
COUNTY OF Santa Clara) SS

On March 28, 2000, 19__ before me, Jeanne Yonemura, a Notary Public in and for said County and State, personally appeared, Joba Mozart, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(s) or the entity that upon behalf of which person(s) acted, executed the instrument.

WITNESS my hand and official seal.



(This area for official notarial seal)

Signature Jeanne Yonemura

My Commission Expires: August 11, 2002

Printed Name: Jeanne Yonemura

Principal Place of Business: Palo Alto, California

MAIL TAX STATEMENTS AS DIRECTED ABOVE



2000-041480
04/11/2000 02:48
ES Page: 2 of 10

Brian Kangas Fouk

Engineers • Surveyors • Planners

December 3, 1997

BKF Project No. 975008-10

**PROPERTY DESCRIPTION FOR:
NON-BUILD EASEMENTS**

SITUATE in the City of San Carlos, County of San Mateo, State of California, and described as follows:

PARCEL A:



2000-041480
04/11/2000 02:40P
ES Page: 3 of 10

BEING a portion of Parcel I as said Parcel is described in that certain "APPROVAL OF LOT LINE ADJUSTMENT", recorded June 25, 1997 as Series Number 97-076672 in the Office of the Recorder of San Mateo County, State of California, the perimeter of said portion being more particularly described as follows:

COMMENCING at the southeasterly terminus of that certain course described as "North 41°59'00" West 170.00 feet" in said document;

THENCE northwesterly along said line North 41°59'00" West 21.06 feet to the POINT OF BEGINNING;

THENCE continuing along said line North 41°59'00" West 103.43 feet; THENCE leaving said line East 29.60 feet; THENCE South 41°59'00" East 59.18 feet; THENCE South 32.90 feet to the POINT OF BEGINNING and containing an area of 1,789 square feet, more or less.

A plat showing the above described easement is attached hereto and made a part hereof.

PARCEL B

BEING a portion of Parcel I as said Parcel is described in that certain "APPROVAL OF LOT LINE ADJUSTMENT", recorded June 25, 1997 as Series Number 97-076672 in the Office of the Recorder of San Mateo County, State of California, the perimeter of said portion being more particularly described as follows:

COMMENCING at the southwesterly terminus of that certain course described as "North 48°01'00" East 132.19 feet" in said document;

THENCE northeasterly along said line North 48°01'00" East 36.08 feet to the POINT OF BEGINNING;

Exhibit "A"

Page 1 of 8

2737 North Main Street, Suite 200 • Walnut Creek, CA 94596-2714 • (925) 940-2200 • FAX (925) 940-2299

December 3, 1997
BKF Project No. 975008-10
Non-build Easements

THENCE continuing along said line North 48°01'00" East 12.82 feet; THENCE leaving said line South 8.58 feet; THENCE West 9.53 feet to the POINT OF BEGINNING and containing an area of 41 square feet, more or less.

A plat showing the above described easement is attached hereto and made a part hereof.

PARCEL C

BEING a portion of Parcel I as said Parcel is described in that certain "APPROVAL OF LOT LINE ADJUSTMENT", recorded June 25, 1997 as Series Number 97-076672 in the Office of the Recorder of San Mateo County, State of California, the perimeter of said portion being more particularly described as follows:

COMMENCING at the northwesterly terminus of that certain course described as "North 41°59'00" West 220.81 feet" in said document;

THENCE southeasterly along said course South 41°59'00" East 10.98 feet to the POINT OF BEGINNING;

THENCE along the perimeter of said Parcel I the following three (3) courses: 1) North 41°59'00" West 10.98 feet; 2) North 78.95 feet; 3) North 48°01'00" East 7.19 feet; THENCE leaving said perimeter line South 13.87 feet; THENCE West 3.00 feet; THENCE South 69.42 feet; THENCE East 5.00 feet; THENCE South 8.63 feet to the to the POINT OF BEGINNING and containing an area of 257 square feet, more or less.

A plat showing the above described easement is attached hereto and made a part hereof.

PARCEL D

BEING a portion of Parcel I as said Parcel is described in that certain "APPROVAL OF LOT LINE ADJUSTMENT", recorded June 25, 1997 as Series Number 97-076672 in the Office of the Recorder of San Mateo County, State of California, the perimeter of said portion being more particularly described as follows:

BEGINNING at the northeasterly terminus of that certain course described as "North 48°01'00" East 41.50 feet" in said document;

THENCE southwesterly along said course South 48°01'00" West 17.00 feet; THENCE leaving said course South 41°59'00" East 5.00 feet; THENCE North 48°01'00" East 17.00 feet; THENCE

Exhibit "A"
Page 2 of 8



2000-041480
04/11/2000 02:40P
ES Page: 4 of 10

December 3, 1997
BKF Project No. 975008-10
Non-build Easements

North 41°59'00" West 5.00 feet to the POINT OF BEGINNING and containing an area of 85 square feet, more or less.

A plat showing the above described easement is attached hereto and made a part hereof.

This description was prepared from record data for Brian Kangas Foulk.

By: Paul Kittredge
Paul Kittredge, P.L.S. No. 5790
License Expires: 06/30/00

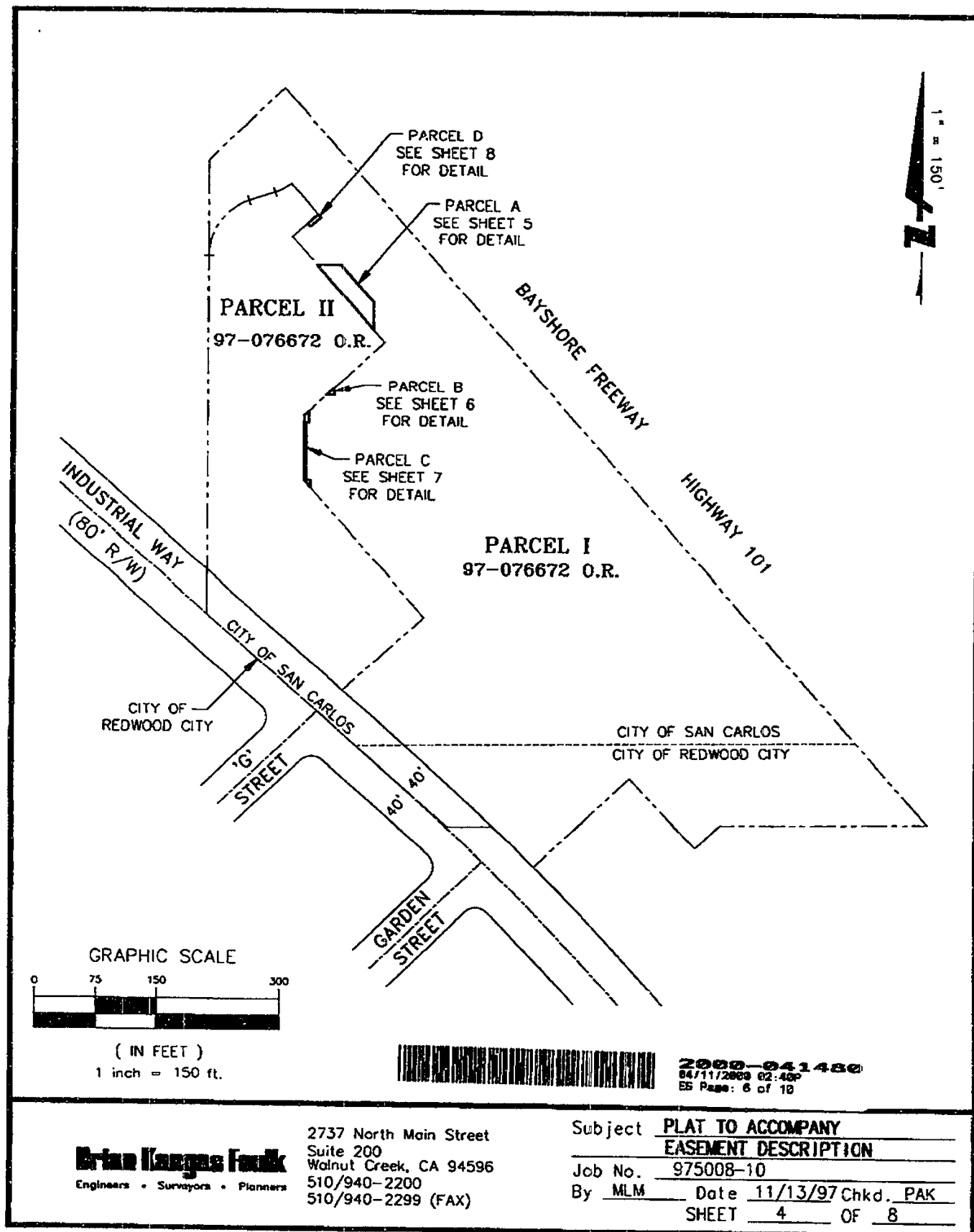
Dated: March 24, 2000

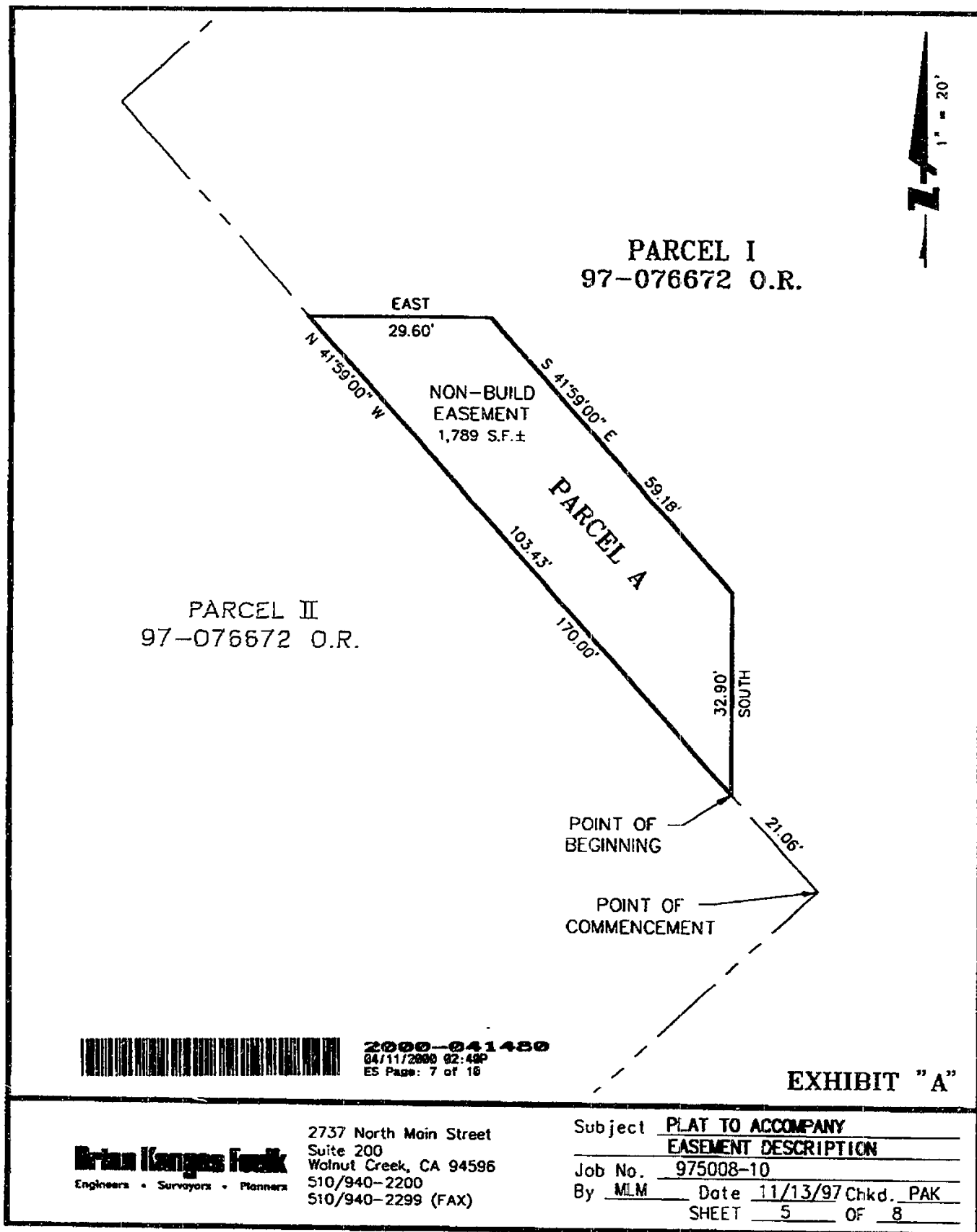
k:\survey\975008.10\legals\nonbuild.wpd

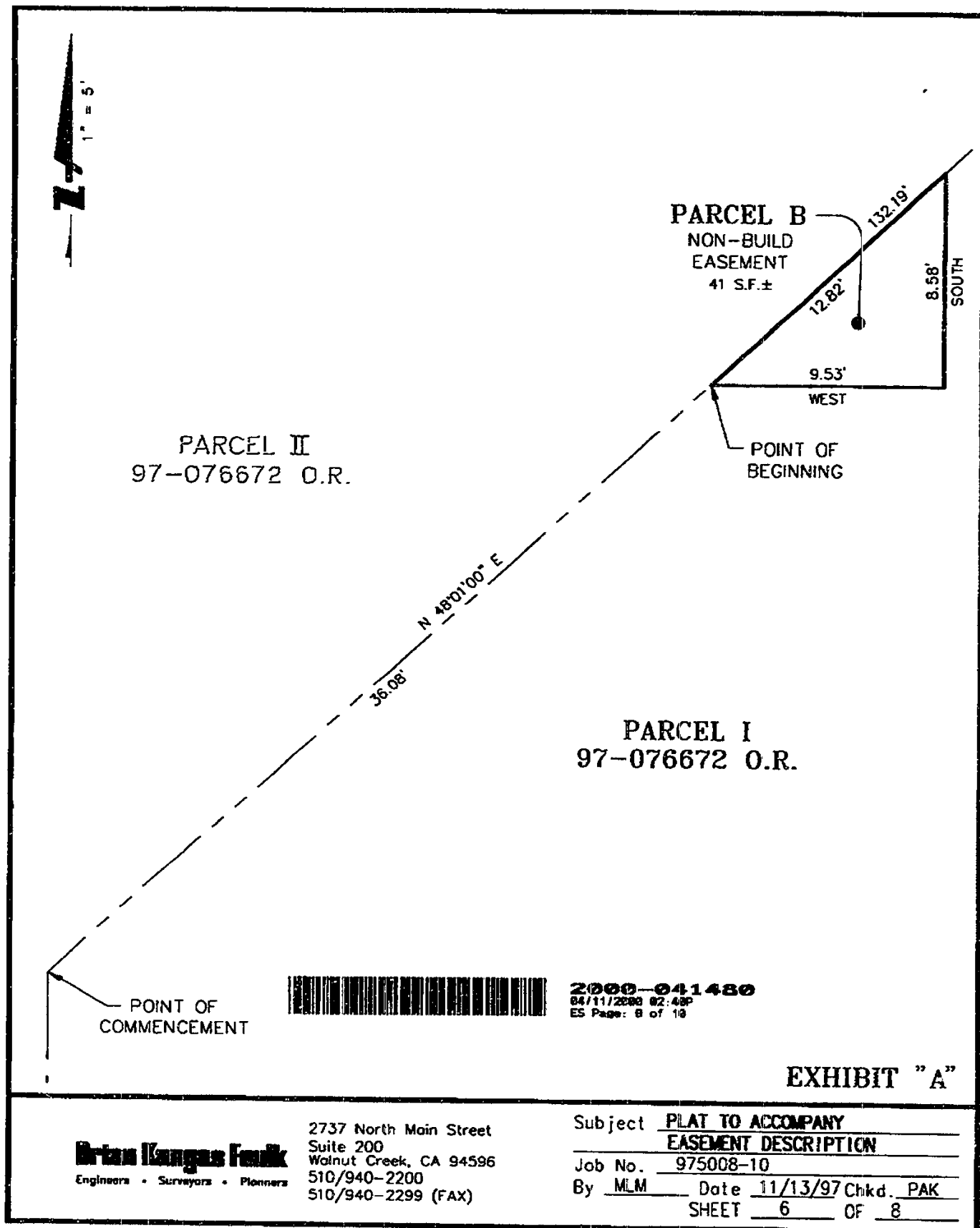


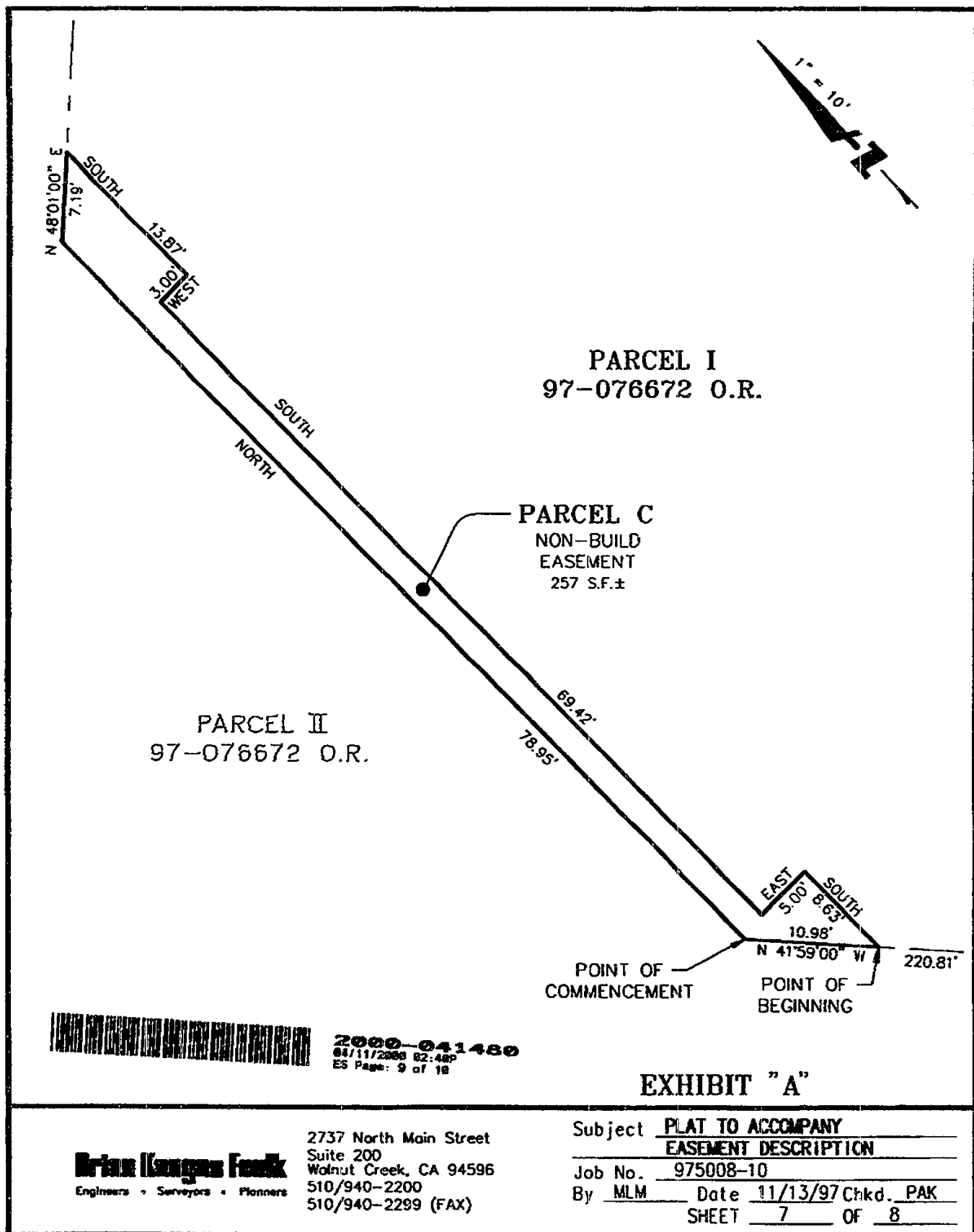
2000-041480
04/11/2000 02:48P
ES Page: 5 of 10

Exhibit "A"
Page 3 of 8











PARCEL II
97-076672 O.R.

POINT OF
BEGINNING

PARCEL D
NON-BUILD
EASEMENT
85 S.F.±

PARCEL I
97-076672 O.R.



2000-041480
04/11/2000 02:40P
ES Page: 18 of 18

EXHIBIT "A"

Urban Kangas Faulk
Engineers • Surveyors • Planners

2737 North Main Street
Suite 200
Walnut Creek, CA 94596
510/940-2200
510/940-2299 (FAX)

Subject PLAT TO ACCOMPANY
EASEMENT DESCRIPTION
Job No. 975008-10
By MLM Date 11/13/97 Chkd. PAK
SHEET 8 OF 8

28. SP-Exceptions 15_2000-041947

Recording requested by
City of Redwood City

When recorded mail to
City Clerk
City of Redwood City
P.O. Box 391
Redwood City, CA 94064

3

454715
Space above this line for recorder's use
Exempt from recording fees
GC 27383 + Exempt from
Mail tax statements to *Transfer Tax*
City of Redwood City *Q+T 11922*
P.O. Box 391
Redwood City, CA 94064

DOC # 2000-041947

04/12/2000 02:37P 1A Fee:22.00

Page 1 of 6

Recorded in Official Records

County of San Mateo

Warren Slocum

Assessor-County Clerk-Recorder

Recorded By FIRST AMERICAN TITLE COMPANY



6

RIGHT OF WAY DEDICATION

Mozad, L.P., a California limited partnership, is the owner of the real property situate partly in the City of San Carlos and partly in the City of Redwood City, County of San Mateo, State of California, and described in Exhibit "A", attached hereto and incorporated by this reference.

We, Mozad, L.P. a California limited partnership, and each one of us, hereby grant to the City of Redwood City, a municipal corporation of the State of California, the right of way dedication in, on, upon, under, over and across, the property described in Exhibit "B", attached hereto and incorporated by this reference and depicted on Exhibit "C", attached hereto. The right of way dedication granted herein includes the right by the City of Redwood City to construct, install, maintain, repair and replace utilities, and sidewalk.

Executed on March 7, 2000, at Redwood City, California.

MOZAD, L.P., a California Limited Partnership

By _____

Printed Name John MozartTitle Managing General Partner

By _____

Printed Name _____

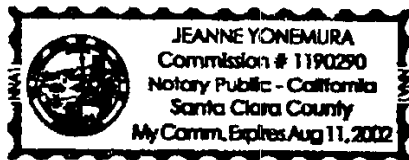
Title _____

Acknowledgment

STATE OF CALIFORNIA)
) SS
COUNTY OF Santa Clara)

On March 7, ²⁰⁰⁰~~19~~ before me, Jeanne Yonemura, a Notary Public in and for said County and State, personally appeared, John Flazart, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s) or the entity that upon behalf of which person(s) acted, executed the instrument.

WITNESS my hand and official seal.



(This area for official notarial seal)

Signature: Jeanne Yonemura

My Commission Expires: August 11, 2002

Printed Name: Jeanne Yonemura

Principal Place of Business: Palo Alto, CA

MAIL TAX STATEMENTS AS DIRECTED ABOVE



2000-041947
04/12/2000 02:37P
1A Page: 2 of 6

Brian Kangas Foulk

Engineers • Surveyors • Planners

March 2, 2000

BKF Project 975001-11

PROPERTY DESCRIPTION MOZARD PARCEL

ALL that real property situate partly in the City of San Carlos and partly in the City of Redwood City, County of San Mateo, State of California, and described as follows:

BEING all of the lands described in that certain Grant Deed from California Commerce Bank, a California corporation, to Mozad, L.P., a California limited partnership, recorded June 25, 1997, as Series Number 97-076678, San Mateo County Records.

This property description has been prepared by me, or under my supervision, in conformance with the Professional Land Surveyors' Act.

For BRIAN KANGAS FOULK:

Paul Kittredge
Paul Kittredge, P.L.S. No. 5790
License Expires June 30, 2000

Dated: 3/2/2000

X:\SUR97975001\1\LEGALSMOZAD.DOC



2000-041947
04/12/2000 02:37P
1A Page: 3 of 6

EXHIBIT "A"
Page 1 of 1

Brian Kangas Foulk

Engineers • Surveyors • Planners

March 2, 2000

BKF Project 975001-11



2000-041847
04/12/2000 02:37P
IA Page: 4 of 6

**RIGHT OF WAY DEDICATION
ACROSS PARCEL 1
REDWOOD CITY**

ALL that real property situate in the city of Redwood City, County of San Mateo, State of California, being a portion of Parcel 1, as described in the Approval of Lot Line Adjustment, recorded June 25, 1997, as Series Number 97-076673, Official Records of San Mateo County, described as follows:

BEGINNING at the most southerly corner of said Parcel 1 (97-076673), said corner also being on the arc of a curve concave southwesterly having a radius of 3,674.71 feet from which the radial center bears North 44°16'34" East; THENCE along the exterior boundary of said Parcel 1 (97-076673) the following three (3) courses: 1) northwesterly along said curve having a radius of 3,674.71 feet, through a central angle of 01°06'45", an arc distance of 71.35 feet; 2) South 89°08'07" West 56.06 feet; 3) North 48°58'53" West 149.78 feet to the city limit line of the City of San Carlos and Redwood City; THENCE leaving said exterior boundary of Parcel 1 (97-076673), along said city limit line North 89°08'07" East 89.75 feet; THENCE leaving said city limit line South 48°58'53" East 13.93 feet to the beginning of a curve to the right having a radius of 209.00 feet; THENCE along said curve through a central angle of 12°17'38", an arc distance of 44.84 feet; THENCE South 36°41'15" East 48.73 feet to the beginning of a curve to the left having a radius of 31.00 feet; THENCE along said curve through a central angle of 54°34'02", an arc distance of 29.52 feet to a point on the arc of a non-tangent curve concave northeasterly having a radius of 3,689.71 feet from which the radial center bears South 43°17'29" West; THENCE southeasterly along said curve through a central angle of 00°59'40", an arc distance of 64.04 feet to the southeasterly line of said Parcel 1 (97-076673); THENCE along said southeasterly line South 46°38'37" West 15.01 feet to the POINT OF BEGINNING. Containing an area of 8,913 square feet, more or less.

A plat showing the above-described parcel is attached hereto and made a part hereof as Exhibit "C".

This description has been prepared by me, or under my supervision, in conformance with the Professional Land Surveyors' Act.

For BRIAN KANGAS FOULK:

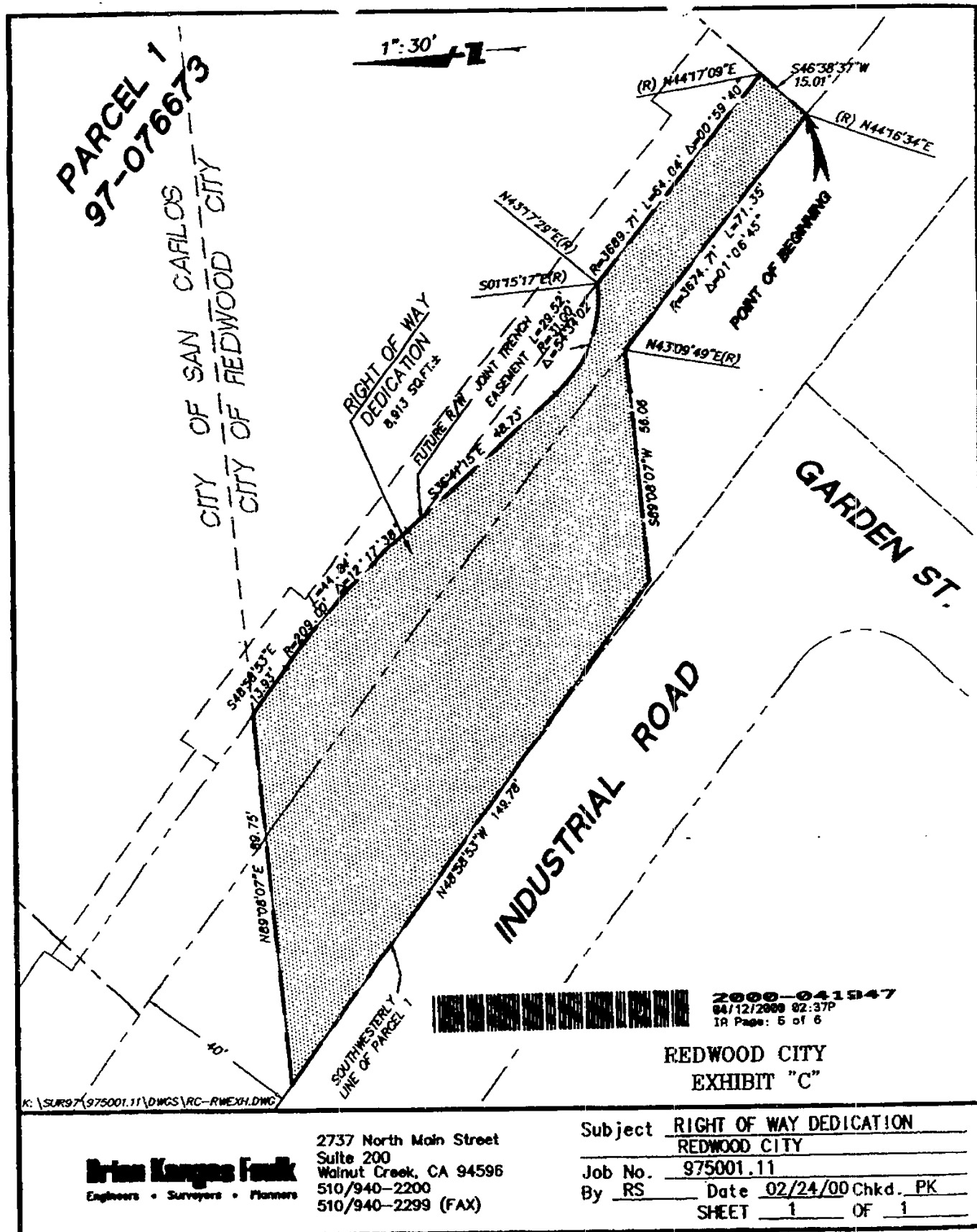
Paul Kittredge
Paul Kittredge, P.L.S. No. 5790
License Expires June 30, 2000

Dated: 3/2/2000



EXHIBIT "B"
Page 1 of 1

K:\SUR97975001.11\LEGALSRW_LEGAL.DOC



COPY

MINUTE ORDER
CITY COUNCIL MEETING

March 27, 2000

MO. 00-204

CITY CLERK DEPARTMENT
Redwood City

DATE: March 28, 2000

Attention: City Attorney
Engineering

SUBJECT **Approval of Sewer Permit & Agreement, Deeds of Easement, and
Deed of Right-of-Way-Circle Star Theatre Project**

Meeting of the Council of the City of Redwood City on March 27, 2000.

Present: Councilmember Hartnett, Howard, Ira, Jordan, Pierce, Vice Mayor Claire and
Mayor Ruskin

Absent: None



2000-041947
04/12/2000 02:37P
1A Page: 6 of 6

The following motion was made, carried and entered on the Minutes:

M/S: Ira/Howard Approve the Motion to Accept deeds of easement from Homestead Village, Inc. and Circle Star Center Associates for constructing water lines and appurtenances, and direct the City Clerk to accept on behalf of the city, said deed of easement pursuant to Resolution No. 10944, adopted December 5, 1988 and to record a certified copy of this Resolution and Minute Order in the Office of the San Mateo County Recorder.

M/S: Ira/Howard Approve the Motion to Accept deed of right-of-way from Homestead Village and Circle Star Center Associates for a portion of Industrial Road, and direct the City Clerk to accept on behalf of the City, said deed of right-of-way pursuant to Resolution No. 10944, adopted December 5, 1988, and to record a certified copy of this Resolution and Minute Order in the Office of the San Mateo County Recorder.

Motion adopted by unanimous roll call vote.

CITY OF REDWOOD CITY
SILVIA M. PONTE, Sr. Deputy City Clerk of the City of Redwood City
does hereby certify that the above and foregoing is a full true and
correct copy of Minute Order 204

In Witness Whereof, I have hereunto set my hand and the seal of
said City this 12th day of April, 2000

SILVIA M. PONTE
Sr. Deputy City Clerk

29. SP-Exceptions 16_2000-041948

Recording requested by
City of Redwood City

When recorded mail to
City Clerk
City of Redwood City
P.O. Box 391
Redwood City, CA 94064

DOC # 2000-041948

04/12/2000 02:37P ES Fee:28.00

Page 1 of 8

Recorded in Official Records
County of San Mateo

Warren Slocum
Assessor-County Clerk-Recorder
Recorded By FIRST AMERICAN TITLE COMPANY



4 454715
Space above this line for recorder's use

Exempt from recording fees
G.C. 27383 + Exempt
from transfer tax R+T
11922

Mail tax statements to
City of Redwood City
P.O. Box 391
Redwood City, CA 94064

SP

DEED OF EASEMENT

Mozad, L.P., a California limited partnership, is the owner of the real property situate partly in the City of San Carlos and partly in the City of Redwood City, County of San Mateo, State of California, and described in Exhibit "A", attached hereto and incorporated by this reference.

We, Mozad, L.P. a California limited partnership, and each one of us, hereby grant to the City of Redwood City, a municipal corporation of the State of California, a public service easement in, on, upon, under, over, and across, the property described in Exhibit "B", attached hereto and incorporated by this reference and depicted on Exhibit "C", attached hereto. The easement granted herein includes the right by the City of Redwood City to construct, install, maintain, repair and replace utilities, and sidewalk.

Executed on March 7, 2000, at Redwood City, California
MOZAD, L.P., a California Limited Partnership

By [Signature]

Printed Name John Mozart

Title Managing General Partner

By _____

Printed Name _____

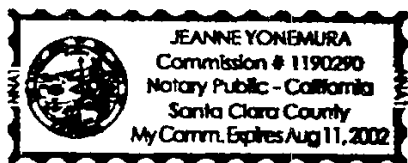
Title _____

Acknowledgment

STATE OF CALIFORNIA)
) SS
COUNTY OF Santa Clara)

On March 7, ²⁰⁰⁰ before me, Jeanne Yonemura, a Notary Public in and for said County and State, personally appeared, John Slazart, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s) or the entity that upon behalf of which person(s) acted, executed the instrument.

WITNESS my hand and official seal.



(This area for official notarial seal)

Signature: Jeanne Yonemura

My Commission Expires: August 11, 2002

Printed Name: Jeanne Yonemura

Principal Place of Business: Palo Alto, CA

MAIL TAX STATEMENTS AS DIRECTED ABOVE



2000-041948
04/12/2000 02:37P
ES Page: 2 of 8

Brian Kangas Foulk

Engineers • Surveyors • Planners

February 24, 2000

BKF Project 975001-11

**PROPERTY DESCRIPTION
MOZARD PARCEL**

ALL that real property situate partly in the City of San Carlos and partly in the City of Redwood City, County of San Mateo, State of California, and described as follows:

BEING all of the lands described in that certain Grant Deed from California Commerce Bank, a California corporation, to Mozard, L.P., a California limited partnership, recorded June 25, 1997, as Series Number 97-076678, San Mateo County Records.

This property description has been prepared by me, or under my supervision, in conformance with the Professional Land Surveyors' Act.

For BRIAN KANGAS FOULK:

Paul Kittredge

Paul Kittredge, P.L.S. No. 5790
License Expires June 30, 2000

Dated: 2/25/00



K:\SUR97\975001-11\LEGAL\SMOZAD.DOC



2000-041948
04/12/2000 02:37P
ES Page: 3 of 8

EXHIBIT "A"
Page 1 of 1

Brian Kangas Foulk

Engineers • Surveyors • Planners

February 25, 2000

BKF Project 975001-11

**PUBLIC SERVICE EASEMENT
ACROSS PARCEL 1**

EASEMENT NO. 1

ALL that real property situate in the city of Redwood City, County of San Mateo, State of California, being a portion of Parcel 1, as described in the Approval of Lot Line Adjustment, recorded June 25, 1997, as Series Number 97-076673, Official Records of San Mateo County, described as follows:

COMMENCING the most southerly corner of Parcel II, as said parcel is described in the Approval of Lot Line Adjustment, recorded June 25, 1997, as Series Number 97-076672, Official Records of San Mateo County; thence along the southeasterly line of said Parcel II North 48°01'00" East, 28.23 feet; thence leaving said southeasterly line South 49°04'15" East, 43.23 feet; thence South 41°01'07" West, 8.18 feet; thence South 48° 58' 53" East, 76.05 feet to the city limit line of the City of San Carlos and Redwood City, and the POINT OF BEGINNING; thence leaving said city limit line South 48°58'53" East, 13.93 feet to the beginning of a curve to the right having a radius of 209.00 feet; thence along said curve through a central angle of 04°25'33", an arc distance of 16.14 feet; thence leaving said curve North 40°55'45" East 11.00 feet to a point on the arc of a non-tangent curve concave southwesterly having a radius of 3,710.21 feet from which the radial center bears North 41°41'27" East; thence northwesterly along said curve through a central angle of 00°16'56", an arc distance of 18.28 feet to aforesaid city limit line of the City of San Carlos and Redwood City; thence along said city limit line South 89°08'07" West 15.80 feet to the POINT OF BEGINNING. Containing an area of 257.0 square feet, more or less.

A plat showing the above-described easement is attached hereto and made a part hereof as Exhibit "C".

EASEMENT No. 2



2000-041948
94/12/2000 02:37P
ES Page: 4 of 8

ALL that real property situate in the city of San Carlos, County of San Mateo, State of California, being a portion of Parcel 1, as described in the Approval of Lot Line Adjustment, recorded June 25, 1997, as Series Number 97-076673, Official Records of San Mateo County, described as follows:

COMMENCING at the most southerly corner of Parcel II, as said parcel is described in the Approval of Lot Line Adjustment, recorded June 25, 1997, as Series Number 97-076672, Official Records of San Mateo County; thence along the southeasterly line of said Parcel II North 48°01'00" East, 28.23 feet; thence leaving said southeasterly line South 49°04'15" East,

EXHIBIT "B"
Page 1 of 2

February 25, 2000
BKF Project 975001-11
Public Service Easement

43.23 feet; thence South 41°01'07" West, 8.18 feet; thence South 48° 58' 53" East, 61.10 feet to the POINT OF BEGINNING; thence South 48° 58' 53" East, 14.95 feet to the city limit line of the City of San Carlos and Redwood City; thence along said city limit line North 89°08'07" East 15.80 feet to a point being on the arc of a non-tangent curve, concave southwesterly, having a radius of 3,710.21 feet from which the radial center bears North 41°24'31" East; thence northwesterly along said curve through a central angle of 00°24'46", an arc distance of 26.73 feet to a point which bears North 40°55'45" East from the POINT OF BEGINNING; thence South 40°55'45" West, 10.63 feet to the POINT OF BEGINNING. Containing an area of 221.0 square feet, more or less.

A plat showing the above-described easement is attached hereto and made a part hereof as Exhibit "C".

This easement description has been prepared by me, or under my supervision, in conformance with the Professional Land Surveyors' Act.

For BRIAN KANGAS FOULK:

Paul Kittredge
Paul Kittredge, P.L.S. No. 5790
License Expires June 30, 2000

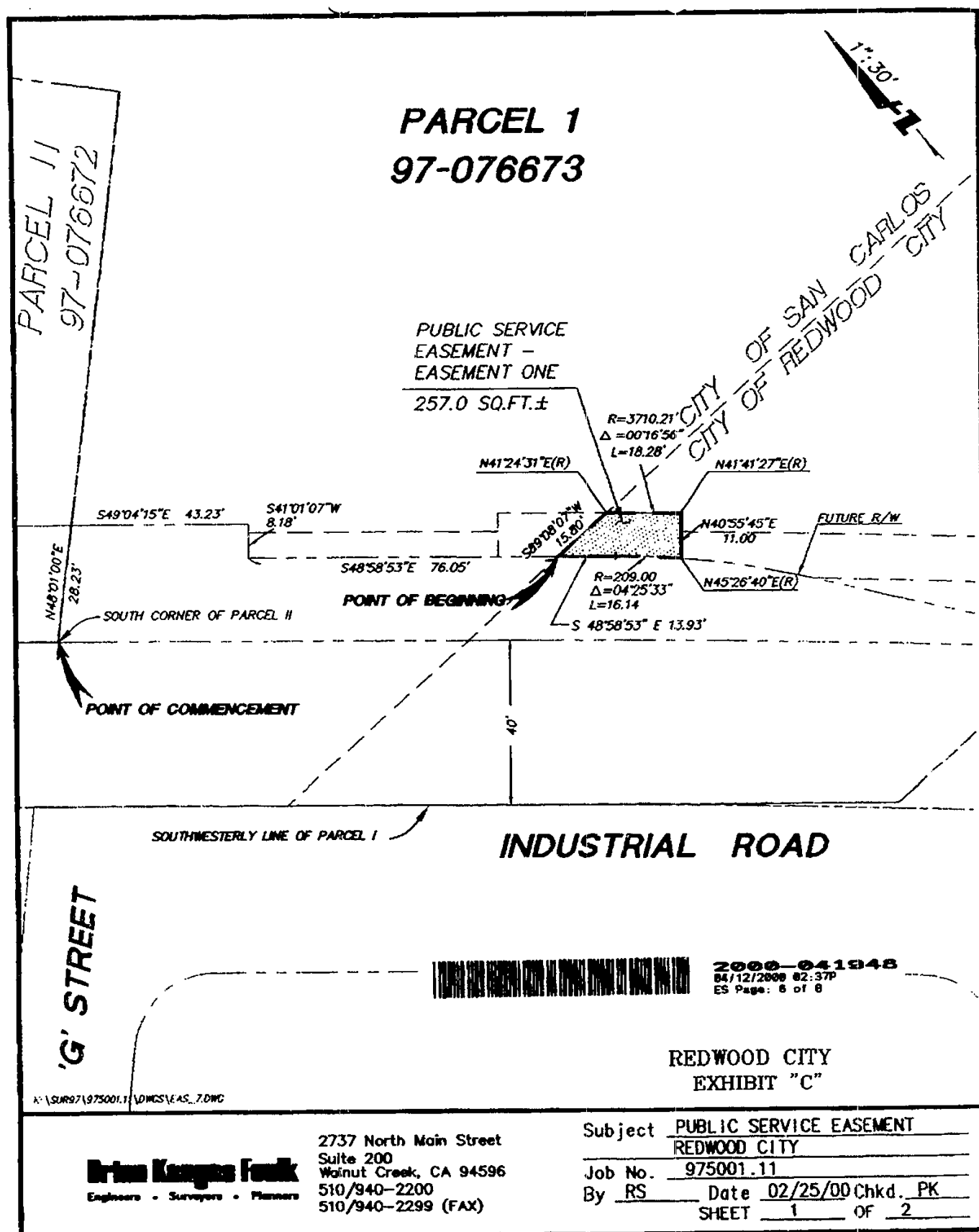
Dated: 2/25/2000

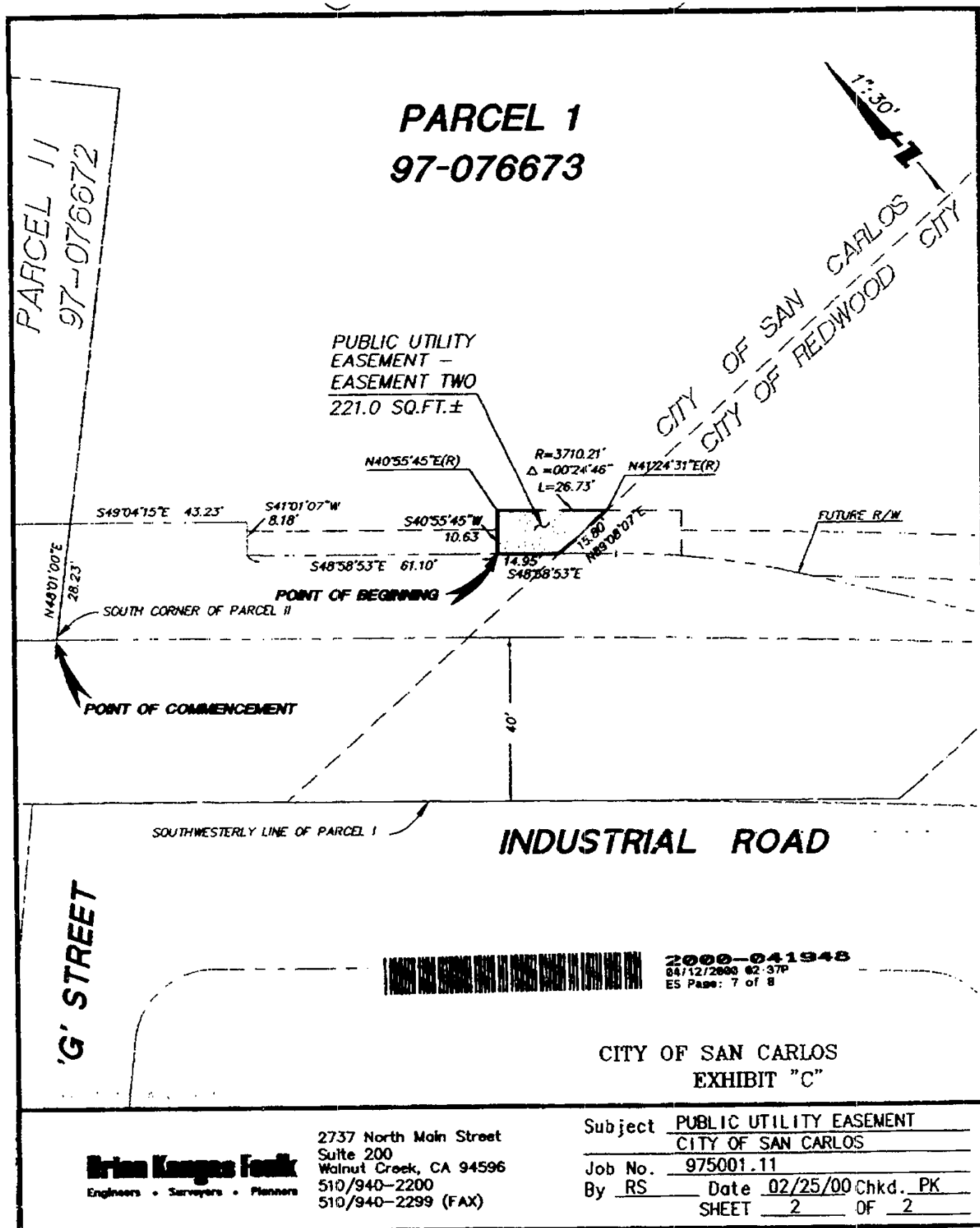
K:\SUR975001\11\LEGAL\SEAS7.1\LEGAL.DOC



2000-041948
04/12/2000 02:37P
ES Page: 6 of 8

EXHIBIT "B"
Page 2 of 2





COPY

MINUTE ORDER
CITY COUNCIL MEETING

March 27, 2000

MO. 00-204

CITY CLERK DEPARTMENT
Redwood City

DATE: March 28, 2000

Attention: City Attorney
Engineering

SUBJECT **Approval of Sewer Permit & Agreement, Deeds of Easement, and
Deed of Right-of-Way-Circle Star Theatre Project**

Meeting of the Council of the City of Redwood City on March 27, 2000.

Present: Councilmember Hartnett, Howard, Ira, Jordan, Pierce, Vice Mayor Claire and
Mayor Ruskin

Absent: None



2000-041948
04/12/2000 02:37P
ES Page: 8 of 8

The following motion was made, carried and entered on the Minutes:

M/S: Ira/Howard Approve the Motion to Accept deeds of easement from Homestead Village, Inc. and Circle Star Center Associates for constructing water lines and appurtenances, and direct the City Clerk to accept on behalf of the city, said deed of easement pursuant to Resolution No. 10944, adopted December 5, 1988 and to record a certified copy of this Resolution and Minute Order in the Office of the San Mateo County Recorder.

M/S: Ira/Howard Approve the Motion to Accept deed of right-of-way from Homestead Village and Circle Star Center Associates for a portion of Industrial Road, and direct the City Clerk to accept on behalf of the City, said deed of right-of-way pursuant to Resolution No. 10944, adopted December 5, 1988, and to record a certified copy of this Resolution and Minute Order in the Office of the San Mateo County Recorder.

Motion adopted by unanimous roll call vote.

CITY OF REDWOOD CITY
Silvia M. Ponte, Sr. Deputy City Clerk of the City of Redwood City
does hereby certify that the above and foregoing is a full true and
correct copy of Minute Order 204

In Witness Whereof, I have hereunto set my hand and the seal of
said City this 12th day of April 2000

SILVIA M. PONTE
Sr. Deputy City Clerk

30. SP-Exceptions 17_2000-048105

RECORDING REQUESTED BY:

CITY CLERK
CITY OF SAN CARLOS
600 ELM STREET
SAN CARLOS, CA 94070

WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF SAN CARLOS
600 ELM STREET
SAN CARLOS, CA 94070

DOC # 2000-048105

04/26/2000 11:23A ES Fee:NC

Page 1 of 11

Recorded in Official Records

County of San Mateo

Warren Slocum

Assessor-County Clerk-Recorder

Recorded By SAN CARLOS CITY OF



THIS SPACE FOR RECORDER'S USE ONLY

11p

RIGHT OF WAY DEDICATION FROM MOZAD, L.P. TO
THE CITY OF SAN CARLOS FOR STREET PURPOSES

TITLE OF DOCUMENT

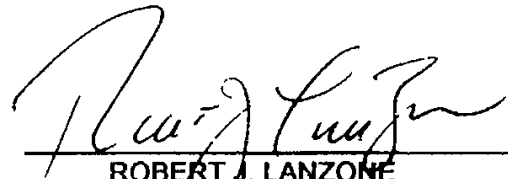
EXEMPT FROM RECORDING FEES
IN ACCORDANCE WITH GOVERNMENT
CODE SECTION 27383

AARONSON, DICKERSON, COHN & LANZONE
A PROFESSIONAL CORPORATION
838 LAUREL STREET, SUITE D
SAN CARLOS, CALIFORNIA
TELEPHONE 593-3117

CERTIFICATE OF ACCEPTANCE

This is to certify that the right of way in, on, upon, under, over and across the real property described in the Right of Way Dedication from MOZAD, L.P., a California limited partnership, to the CITY OF SAN CARLOS, a municipal corporation, attached hereto and dated APRIL 12, 2000, is hereby accepted by the undersigned City Attorney on behalf of the City Council pursuant to authority conferred by Resolution of the City Council of the City of San Carlos adopted March 14, 1988 and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: 4-13-00



ROBERT J. LANZONE
City Attorney for the City of San Carlos



2000-048105
04/26/2000 11:23A
ES Page: 2 of 11

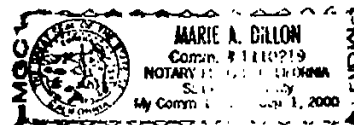
AARONSON, DICKERSON, COHN & LANZONE
A PROFESSIONAL CORPORATION
939 LAUREL STREET SUITE D
SAN CARLOS, CALIFORNIA
TELEPHONE 593-3117

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

On April 13, 2000, before me, Marie A. Dillon, personally appeared Robert J. Lanzone, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/it/they executed the same in his/her/its/their authorized capacity(ies), and by his/her/its/their signatures on the instrument the person(s) or entity(ies) upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Marie A. Dillon



Notary Public of the State of California
My Commission Expires *September 1, 2000*

(This area for official notarial seal)



2000-048105
04/26/2000 11:23A
ES Page: 3 of 11

RESOLUTION NO. 1988 - 26

RESOLUTION RESCINDING RESOLUTION NO. 1977-35 AND AUTHORIZING
ROBERT J. LANZONE, CITY ATTORNEY, TO FILE CERTIFICATES OF ACCEPTANCE

WHEREAS, the City of San Carlos does on numerous occasions receive deeds, easements and other documents requiring recordation, for public purposes from the citizens of San Carlos and others; and

WHEREAS, Section 27281 of the Government Code of the State of California provides that recordation of such deeds, easements and other documents requiring recordation, may be accompanied by a Certificate of Acceptance; and

WHEREAS, ROBERT J. LANZONE is the City Attorney for the City of San Carlos.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of San Carlos that Resolution No. 1977-35 be rescinded and until ROBERT J. LANZONE shall cease to be the City Attorney for the City of San Carlos, ROBERT J. LANZONE is authorized on behalf of the City of San Carlos to execute Certificates of Acceptance of deeds granting or conveying any interest in or easement upon real property to the City of San Carlos.

* * * * *

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of San Carlos at a regular meeting thereof held on the 14th day of March, 1988, by the following vote:

AYES, COUNCILMEMBERS: STOLTZ, LINDEBURG, KELLY, MITCHELL, SHANNON

NOES, COUNCILMEMBERS: NONE

ABSENT, COUNCILMEMBERS: NONE



2000-048105
04/26/2000 11:23A
ES Page: 4 of 11

Maynard R. Harley
CLERK, of the City of San Carlos

APPROVED:

Craig Shannon
MAYOR of the City of San Carlos

I hereby certify this to be a full, true and correct copy of the document it purports to be as the same is on file in my office.

Dated 4-17-00
Christine Antone
City Clerk of the City of San Carlos

Recording requested by
City of San Carlos

When recorded mail to
City Clerk
City of San Carlos
600 Elm Street
San Carlos, CA 94070

Space above this line for recorder's use

Mail tax statements to
City of San Carlos
600 Elm Street
San Carlos, CA 94070

RIGHT OF WAY DEDICATION

Mozad, L.P., a California limited partnership, is the owner of the real property situate partly in the City of San Carlos and partly in the City of Redwood City, County of San Mateo, State of California, and described in Exhibit "A", attached hereto and incorporated by this reference.

We, Mozad, L.P. a California limited partnership, and each one of us, hereby grant to the City of San Carlos, a municipal corporation of the State of California, the right of way dedication in, on, upon, under, over and across, the property described in Exhibit "B", attached hereto and incorporated by this reference and depicted on Exhibit "C", attached hereto.

Executed on 4-12, 2000, at San Carlos, California.

Mozad, L.P., a California limited partnership

By [Signature]

Printed Name John Mozad

Title Managing Partner

By _____

Printed Name _____

Title _____



2000-048105
04/26/2000 11:23A
ES Page: 5 of 11

Acknowledgment

STATE OF CALIFORNIA)
) SS
COUNTY OF Santa Clara)

On April 12, ~~10~~²⁰⁰⁰ before me, LISA MENDEZ, a Notary Public in and for said County and State, personally appeared, JOHN MOZART, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person~~s~~ whose name~~s~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~ies~~, and that by his/~~her/their~~ signature~~s~~ on the instrument the person~~s~~ or the entity that upon behalf of which person~~s~~ acted, executed the instrument.

WITNESS my hand and official seal.



(This area for official notarial seal)

Signature: *Lisa Mendez*

My Commission Expires: April 8, 2003

Printed Name: LISA MENDEZ

Principal Place of Business: MOZART DEVELOPMENT
PALO ALTO, CA

MAIL TAX STATEMENTS AS DIRECTED ABOVE



2000-048105
04/26/2000 11:23A
ES Page: 8 of 11

Brian Kangas Foulk

Engineers • Surveyors • Planners

April 12, 2000

BKF Project 975001-11

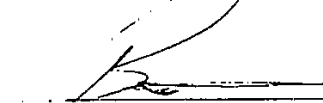
**PROPERTY DESCRIPTION
MOZARD PARCEL**

ALL that real property situate partly in the City of San Carlos and partly in the City of Redwood City, County of San Mateo, State of California, and described as follows:

BEING all of the lands described in that certain Grant Deed from California Commerce Bank, a California corporation, to Mozad, L.P., a California limited partnership, recorded June 25, 1997, as Series Number 97-076678, San Mateo County Records.

This property description has been prepared by me, or under my supervision, in conformance with the Professional Land Surveyors' Act.

For BRIAN KANGAS FOULK:


Barry T. Williams, P.L.S. No. 6711
License Expires : 06/30/00



Dated: 4-12-2000

K:\SI\R975001\FILEGALS\MOZAD.DOC



2000-048105
04/26/2000 11:23A
ES Page: 7 of 11

EXHIBIT "A"
Page 1 of 1

Brian Kangas Foulk

Engineers • Surveyors • Planners

April 12, 2000
BKF Project 975001-11

**RIGHT OF WAY DEDICATION
ACROSS PARCEL 1
CITY OF SAN CARLOS**

ALL that real property situate in the City of San Carlos, County of San Mateo, State of California, being a portion of Parcel 1, as described in the Approval of Lot Line Adjustment, recorded June 25, 1997, as Series Number 97-076673, Official Records of San Mateo County, described as follows:

PARCEL ONE:

BEGINNING at the southwesterly corner of said Parcel 1 (series 97-076673); thence along the centerline of Industrial Road (80 feet wide) South 48°58'53" East 241.26 feet to the city limit line of the City of San Carlos and Redwood City; thence along said city limit line North 89°08'07" East 59.92 feet to a point distant 40.00 feet northeasterly, measured at a right angle, from said centerline of Industrial Road; thence leaving said city limit line, parallel with and distant 40.00 feet northeasterly, measured at a right angle, from said centerline of Industrial Road North 48°58'53" West 320.67 feet to the northwesterly line of said Parcel 1; thence leaving said parallel line, along said northwesterly line South 53.02 feet to the POINT OF BEGINNING. Containing an area of 11,238.7 square feet, more or less

PARCEL TWO:

BEGINNING at the most southerly corner of Parcel II, as said parcel is described in the Approval of Lot Line Adjustment, recorded June 25, 1997, as Series Number 97-076672, Official Records of San Mateo County; thence along the southeasterly line of said Parcel II North 48°01'00" East, 28.23 feet; thence leaving said southeasterly line South 49°04'15" East, 43.23 feet; thence South 41°01'07" West, 8.18 feet; thence South 48° 58' 53" East, 76.04 feet to the city limit line of the City of San Carlos and Redwood City; thence along said city limit line South 89°08'07" West, 29.83 feet to a point distant 40.00 feet northeasterly, measured at a right angle, from the centerline of Industrial Road (80 feet wide); thence leaving said city limit line, parallel with and distant 40.00 feet northeasterly, measured at a right angle, from said centerline of Industrial Road North 48°58'53" West, 100.50 feet to the POINT OF BEGINNING. Containing an area of 2,554.3 square feet, more or less.



2000-048105
04/26/2000 11:23A
ES Page: 8 of 11


EXHIBIT "B"
Page 1 of 2

April 12, 2000
Right-of Way Dedication
Across Parcel 1
City of San Carlos

A plat showing the above-described parcel is attached hereto and made a part hereof as Exhibit "C".

This description has been prepared by me, or under my supervision, in conformance with the Professional Land Surveyors' Act.

For BRIAN KANGAS FOULK:


Barry T. Williams, P.L.S. No. 6711
License Expires June 30, 2000



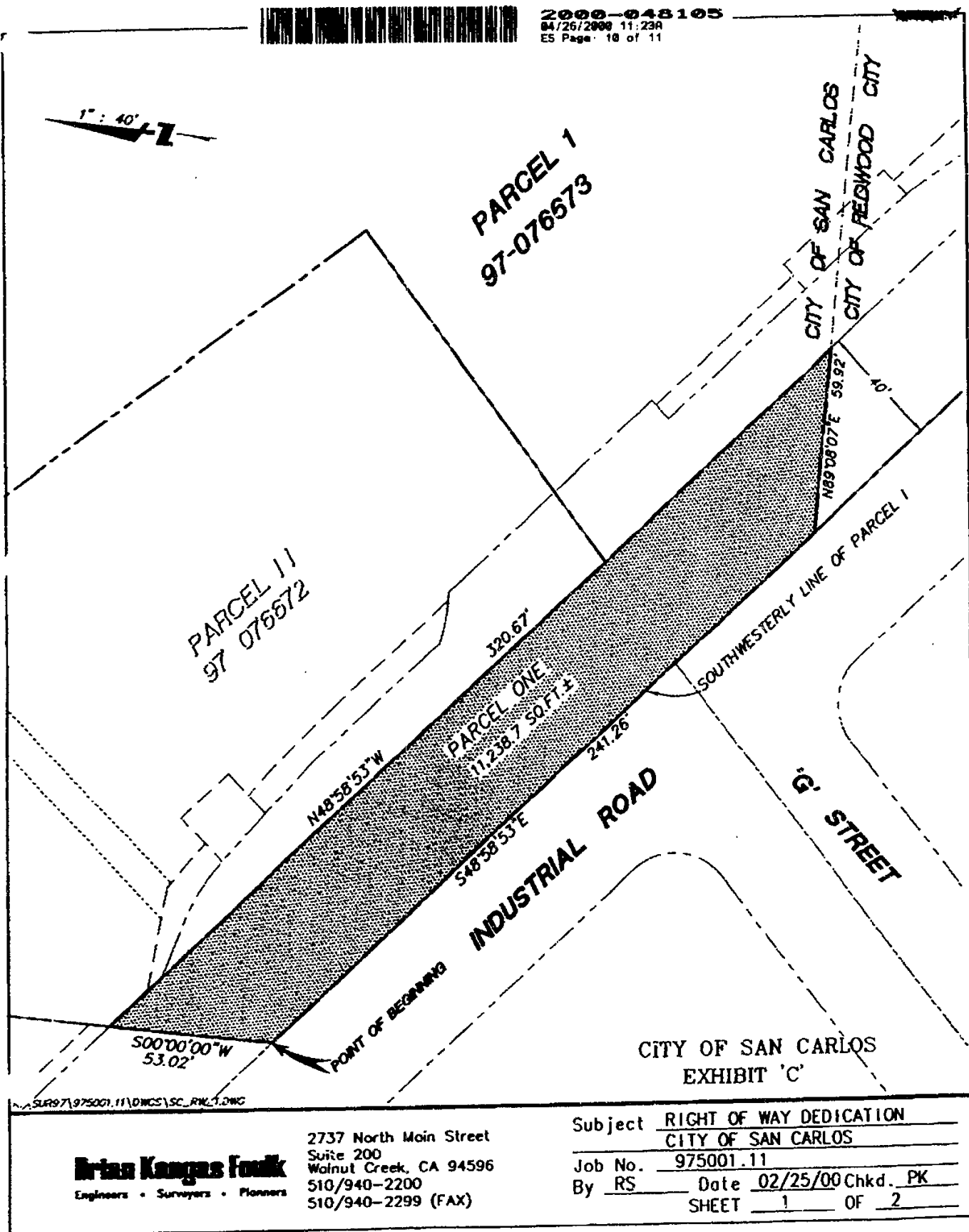
Dated: 4/12/2000

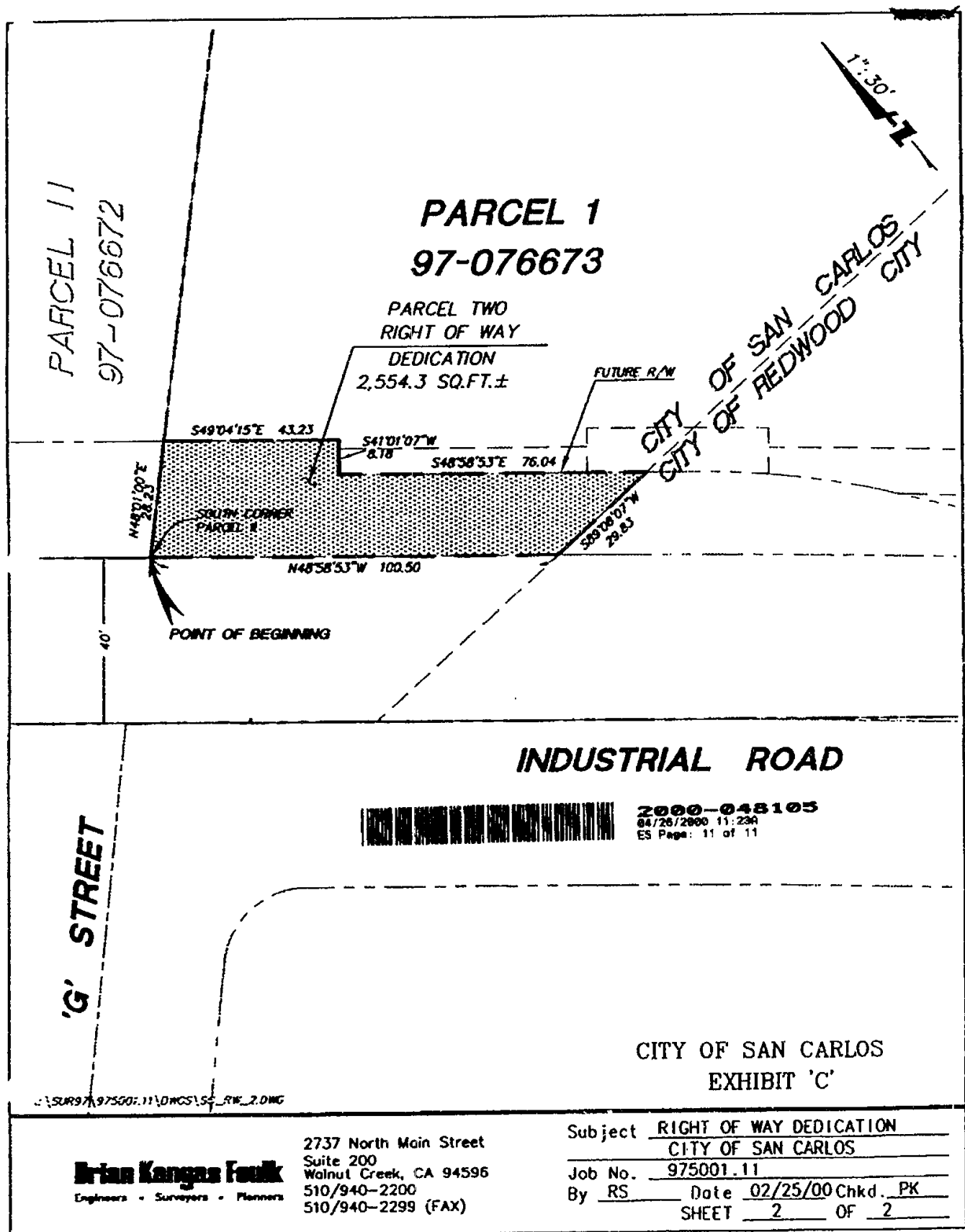
K:\SUR97\975001\LEGAL\SSC_RW_LEGAL.DOC



2000-048105
04/26/2000 11:23A
ES Page: 9 of 11

EXHIBIT "B"
Page 2 of 2





31. SP-Exceptions 18_2001-206131

DOC # 2001-206131

12/17/2001 11:41A ES Fee:31.00

Page 1 of 9

Recorded in Official Records

County of San Mateo

Warren Slocum

Assessor-County Clerk-Recorder

Recorded By ELLMAN BURKE HOFFMAN & JOHNSON

RECORDING REQUESTED BY AND

WHEN RECORDED, PLEASE RETURN TO:

Jeffrey W. Johnson
Ellman Burke Hoffman & Johnson
One Ecker. Suite 200
San Francisco, CA 94105



GRANT OF SIGN EASEMENTS AND RIGHTS

This GRANT OF SIGN EASEMENTS AND RIGHTS ("Grant of Easements") is made as of April 19, 2000 ("Effective Date"), by **2500 W.L.B., INC.**, a California corporation ("Grantor Party"), for the benefit of **Landmark Screens, LLC**, a Delaware limited liability company ("Grantee Party").

RECITALS

A. Grantor Party is the "Grantee" of certain easements and rights (collectively, "**Circle Star Sign Easements**") pursuant to a series of instruments the last of which is entitled "Amended and Restated Grant of Sign Easements and Rights" dated and recorded April 19, 2000 and recorded in the Office of the County Recorder, San Mateo County ("**Official Records**") as Document No. 2000-044838 ("**Amended and Restated Grant**"). All capitalized terms used herein that are not defined herein shall have the meanings given them in the Amended and Restated Grant.

B. The Easement Parcel consists of two adjacent parcels of land known as the "**Sign Parcel**" and the "**Access and Camera Parcel**" located on that certain real property commonly known as One and Two Circle Star Way, San Carlos, California (the "**Circle Star Property**"). The Circle Star Property is more particularly described in Exhibit A attached hereto.

C. Located on the Sign Parcel is sign support structure ("**Support Structure**") erected for a prior use of the Circle Star Property by the former Circle Star Theater. As of the Effective Date, a electronic sign is being installed into the Support Structure, which when completed, will be visible by traffic traveling in both directions on Highway 101 ("**Sign**"). The Sign Parcel is more particularly described in Exhibit B attached hereto.

D. The Access and Camera Parcel provides access to the Sign Parcel from the surface parking lot on the Circle Star Property and provides a location for the monitor cameras related to the operation of the Sign. The Access and Camera Parcel is more particularly described in Exhibit C attached hereto.

E. Grantor Party desires to herein grant the Circle Star Easements to Grantee Party.

NOW, THEREFORE, IN CONSIDERATION of mutual covenants and promises of the parties, the parties hereto agree as follows:

1. Grant. Grantor Party hereby grants to Grantee Party all of Grantor Party's right, title and interest in and to the Circle Star Sign Easements, including the rights pertaining to the Support Structure, but excluding any rights pertaining to (i) any other improvements, fixtures and equipment located on the Sign Parcel described in Section 4 of the Amended and Restated Grant and (ii) any improvements, fixtures

2001-206131
12/17/2001 11:41A
ES Page: 2 of 9

and equipment that may be located on the Access and Camera Parcel (collectively, the "**Excluded Tangible Property**"). Pursuant to the grant contained herein, Grantee Party is assigned all of Grantor party's "right title and interest to any intangible property regarding the Sign Parcel", as more particularly described in Section 5 of the Amended and Restated Grant. Pursuant to the grant contained herein, Grantee Party shall become the "Circle Star Sign Operator", as more particularly described in Section 6 of the Amended and Restated Grant. Grantee Party shall have the right, power and authority, in its sole and absolute discretion, to record this Grant of Easements in the Official Records.

2. Assumption of Obligations. Grantee Party hereby assumes all of the obligations of the "Grantee" pursuant to the Amended and Restated Grant, except for any obligations that may pertain to the Excluded Tangible Property. Such assumption of obligations shall inure to the benefit of Grantor Party and its successors.

3. Easements and Obligations to Run with Land. The easements, other rights and obligations referred to herein shall run with the Circle Star Property and the Easement Parcel, and shall be binding upon the successors, transferees and assigns of Grantor Party and Grantee Party with respect to the Circle Star Property and the Easement Parcel, respectively.

4. For Benefit of Grantee Party. The easements and other rights granted hereunder are granted for the benefit of Grantee Party, and may be assigned and transferred by Grantee Party at any time.

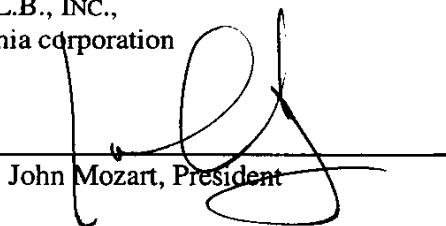
5. Third Party Beneficiaries. Except as otherwise explicitly stated herein, this Grant of Easements shall not provide any rights or benefits to any person other than the parties hereto.

6. Further Assurances. Each party agrees to perform such further acts, and execute such further documents as the other party may reasonably request in order to carry out the purposes and intentions of this Grant of Easements.

IN WITNESS WHEREOF, Grantor Party and Grantee Party have executed this Grant of Easements as the April 19, 2000.

GRANTOR PARTY: 2500 W.L.B., INC.,
a California corporation

By:


John Mozart, President

GRANTEE PARTY: Landmark Screens, LLC
a Delaware limited liability company

By:


John Mozart, Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA

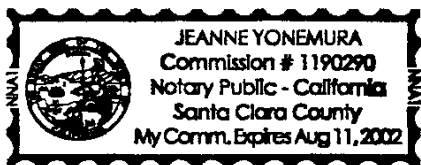
COUNTY OF Santa ClaraOn November 26, 2001 before me Jeanne Yonemura, Notary Public,personally appeared Jahn Mozart

personally known to me

-OR-



~~proved to me on the basis of satisfactory evidence~~ to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(~~ies~~), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Jeanne Yonemura
 (SIGNATURE OF THE NOTARY PUBLIC)

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT



INDIVIDUAL



CORPORATE OFFICER(S)

TITLE(S): _____



PARTNERS



LIMITED



GENERAL



ATTORNEY-IN-FACT



TRUSTEE



GUARDIAN/CONSERVATOR



OTHER _____

TITLE OR TYPE OF DOCUMENT _____

NUMBER OF PAGES _____

DATE OF DOCUMENT _____

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES)) _____

SIGNER(S) OTHER THAN NAMED ABOVE _____



2001-206131
 12/17/2001 11:41A
 ES Page: 3 of 9

Brian Kangas Foulk

Engineers • Surveyors • Planners

April 11, 2000

BKF Project 975001-11

**PROPERTY DESCRIPTION
CIRCLE STAR PARCEL**

ALL that real property situate partly in the City of San Carlos and partly in the City of Redwood City, County of San Mateo, State of California, and described as follows:

BEING all of the lands described in that certain Grant Deed from California Commerce Bank, a California corporation, to Mozad, L.P., a California limited partnership, recorded June 25, 1997, as Series Number 97-076678, San Mateo County Records.

This property description has been prepared by me, or under my supervision, in conformance with the Professional Land Surveyors' Act.

For BRIAN KANGAS FOULK:



Barry T. Williams, P.L.S. No. 6711
License Expires : 06/30/00

Dated: 4-11-2000

k:\sur97\975001.11\legals\circle star.doc



2001-206131
12/17/2001 11:41A
ES Page: 4 of 9

EXHIBIT "A"
Page 1 of 1

Brian Kangas Foulk
Engineers • Surveyors • Planners

April 11, 2000
BKF Project No. 975001-10

**EASEMENT DESCRIPTION
CIRCLE STAR SIGN PARCEL**

ALL that real property situate in the City of San Carlos, County of San Mateo, State of California, described as follows:

BEING a portion of Parcel I, as described in the Trustee's Deed from Seaside Financial Corporation to California Commerce Bank, recorded June 9, 1995, as Series Number 95059343, Official Records of San Mateo County, more particularly described as follows:


COMMENCING at the most southeasterly corner of said Parcel I; THENCE along the northeasterly line of said Parcel I North 41°59'00" West 735.32 to the POINT OF BEGINNING;

THENCE continuing along said northeasterly line North 41°59'00" West 1.18 feet; THENCE leaving said northeasterly line South 58°34'50" West 49.31 feet; THENCE South 56°41'56" East 39.10 feet; THENCE North 12°25'12" East 47.40 feet to said northeasterly line and the POINT OF BEGINNING. Containing an area of 894 square feet, more or less.

The bearing "North" of the westerly line of said Parcel I as described in the Trustee's Deed from Seaside Financial Corporation to California Commerce Bank, recorded June 9, 1995, as Series Number 95059343, Official Records of San Mateo County, was taken as the Basis of Bearings for this description.

A plat showing the above described easement is attached hereto and made a part hereof.

For BRIAN KANGAS FOULK


Barry T. Williams, P.L.S. No. 6711
License Expires: 06/30/00

Dated: 4-11-2000

k:\sur97\975001.51\descript\signesmt.wpd

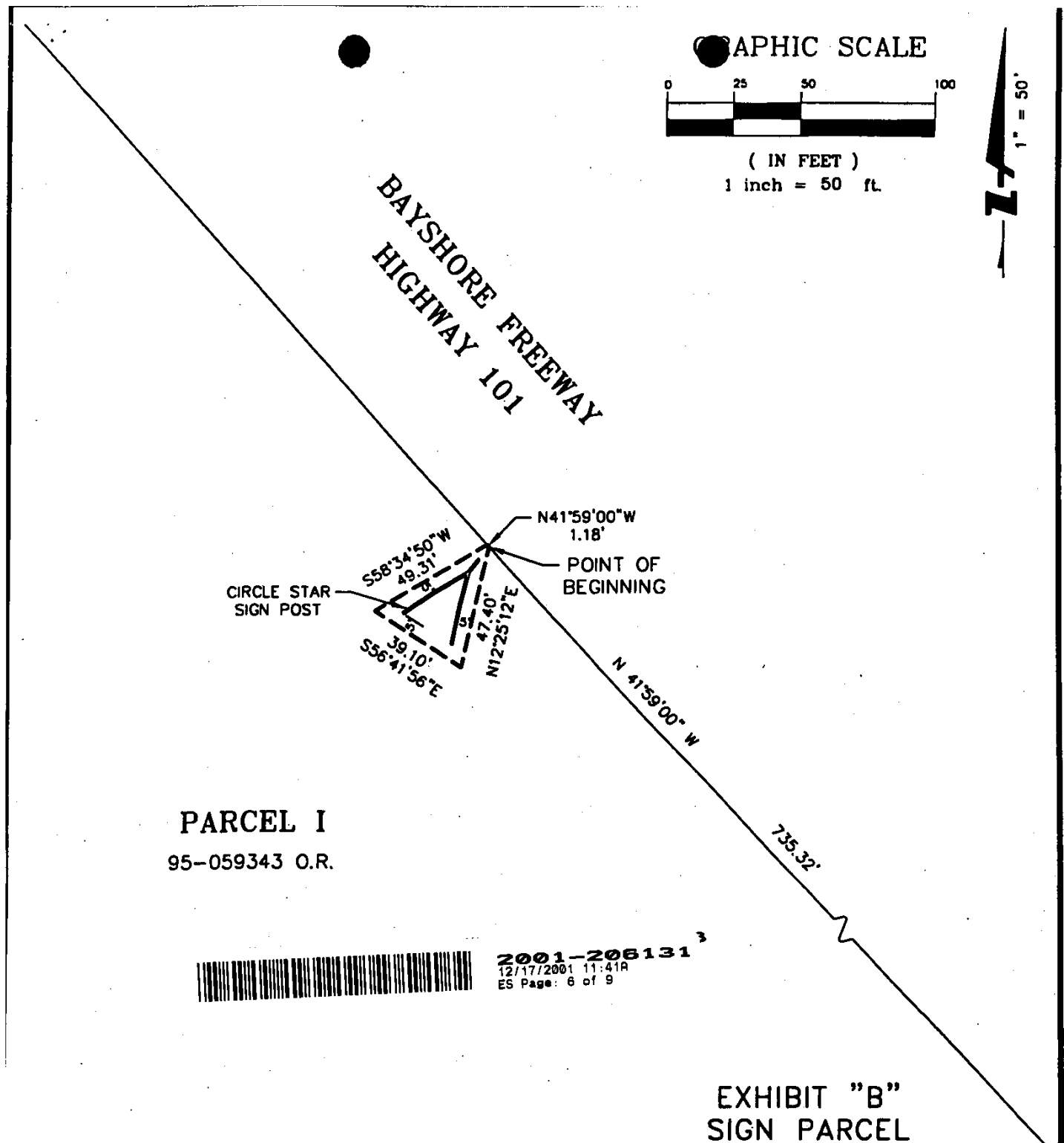


Exhibit "B"
Page 1 of 2



2001-206131 8
12/17/2001 11:41A
ES Page: 5 of 9

2737 North Main Street, Suite 200 • Walnut Creek, CA 94596-2714 • (925) 940-2200 • FAX (925) 940-2299



Brian Kangas Foulk
Engineers • Surveyors • Planners

2737 North Main Street
Suite 200
Walnut Creek, CA 94596
925/940-2200
925/940-2299 (FAX)

Subject PLAT TO ACCOMPANY
EASEMENT DESCRIPTION
Job No. 975001-11
By MLM Date 04/11/00 Chkd. BTW
SHEET 2 OF 2

Brian Kangas Foulk

Engineers • Surveyors • Planners



2001-206131
12/17/2001 11:41A
ES Page: 7 of 9

April 11, 2000

BKF Project No. 975001-11

**EASEMENT DESCRIPTION
SIGN ACCESS AND CAMERA EASEMENT**

ALL that real property situate in the City of San Carlos, County of San Mateo, State of California, described as follows:


BEING a portion of Parcel I as described in the Approval of Lot Line Adjustment, recorded June 25, 1997, as Series Number 97-076673, Official Records of San Mateo County, said portion being more particularly described as follows:

COMMENCING at the most southeasterly corner of said Parcel I; THENCE along the northeasterly line of said Parcel I North 41°59'00" West 632.93 to the POINT OF BEGINNING of this description; THENCE leaving said northeasterly line of Parcel I South 48°01'00" West 14.00 feet; THENCE North 41°59'00" West 100.29 feet to the beginning of a curve to the left having a radius of 73.50 feet; THENCE along said curve having a radius of 73.50 feet through a central angle of 34°34'51", an arc distance of 44.36 feet to a point of reverse curvature; THENCE along said reverse curve having a radius of 88.50 feet through a central angle of 34°49'21", an arc distance of 53.79 feet; THENCE North 41°44'30" West 9.71 feet; THENCE North 48°01'00" East 13.50 feet; THENCE South 41°44'30" East 9.77 feet to the beginning of a curve to the left having a radius of 75.00 feet; THENCE along said curve having a radius of 75.00 feet through a central angle of 16°48'31", an arc distance of 22.00 feet; THENCE leaving said curve on a non-tangent line North 48°15'30" East 19.36 feet; THENCE North 41°44'30" West 58.63 feet; THENCE North 48°01'00" East 6.40 feet to said northeasterly line of Parcel I; THENCE along said northeasterly line of Parcel I South 41°59'00" East 229.39 feet to the POINT OF BEGINNING. Containing an area of 3,967 square feet, more or less.

A plat showing the above-described easement is attached hereto and made a part hereof

This easement description has been made by me or under my supervision, in conformance with the Professional Land Surveyors' Act.

For BRIAN KANGAS FOULK:


Barry T. Williams, P.L.S. No. 6711
License Expires: June 30, 2000

Dated: 4-11-2000

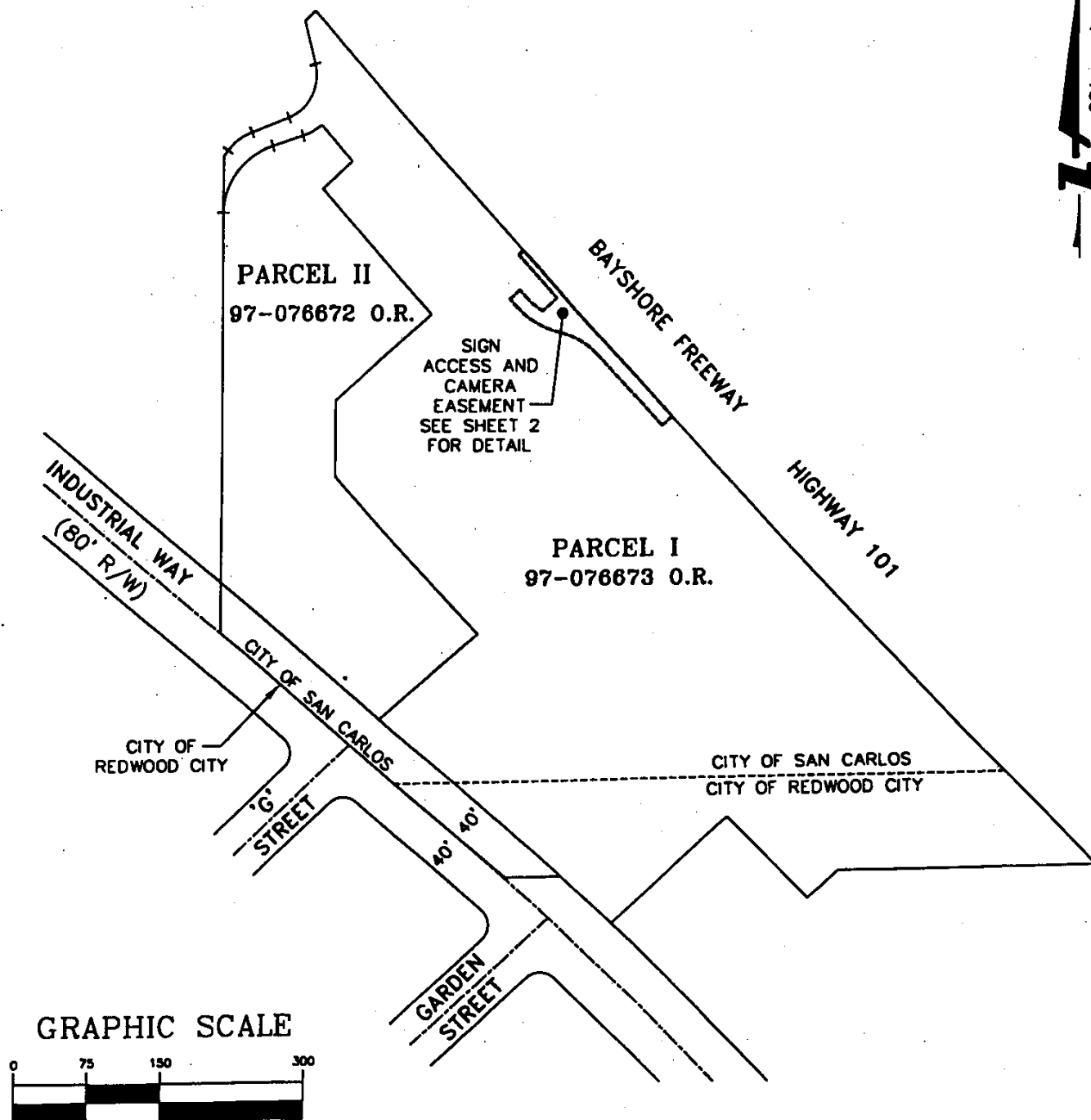
k:\sur97\975001.51\descriptions\access-c.doc



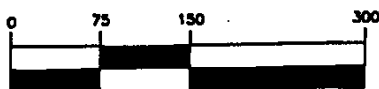
Exhibit "C"
Page 1 of 3



2001-206131
12/17/2001 11:41A
ES Page: 8 of 9



GRAPHIC SCALE



(IN FEET)

1 inch = 150 feet

EXHIBIT "C"

Brian Kangas Foulk
Engineers • Surveyors • Planners

2737 North Main Street
Suite 200
Walnut Creek, CA 94596
510/940-2200
510/940-2299 (FAX)

Subject PLAT TO ACCOMPANY SIGN
ACCESS AND CAMERA EASEMENT
Job No. 975001-11
By MLM Date 04/11/00 Chkd. BTW
SHEET 2 OF 3



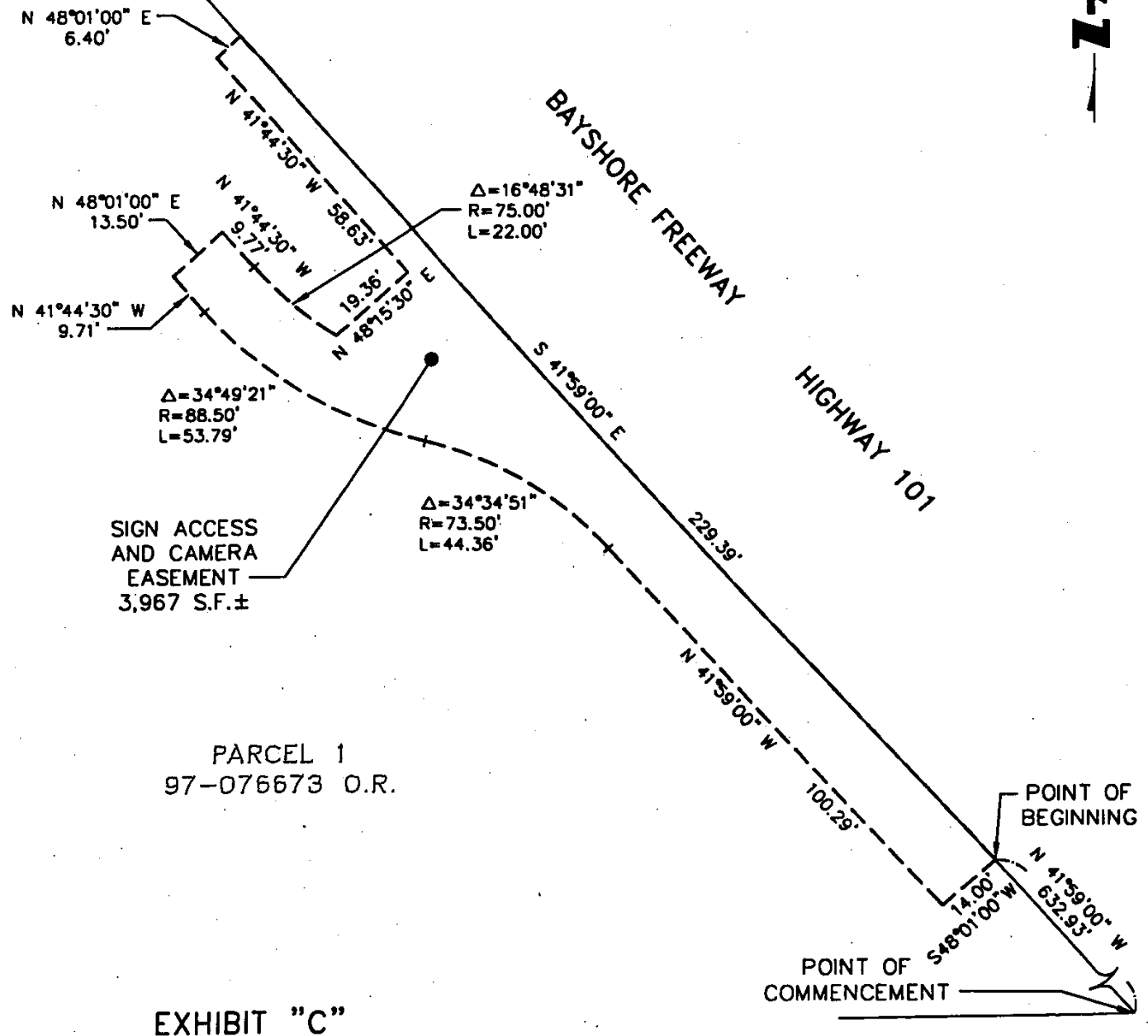
2001-206131
12/17/2001 11:41A
ES Page: 9 of 9

GRAPHIC SCALE



(IN FEET)

1 inch = 30 feet



Brian Kangas Foulk
Engineers • Surveyors • Planners

2737 North Main Street
Suite 200
Walnut Creek, CA 94596
925/940-2200
925/940-2299 (FAX)

Subject PLAT TO ACCOMPANY SIGN
ACCESS AND CAMERA EASEMENT
Job No. 975001-11
By MLM Date 04/11/00 Chkd. BTW
SHEET 3 OF 3

32. SP-Exceptions 18a_2006-131145

First American Title
NG 231627 CC
**RECORDING REQUESTED AND
WHEN RECORDED, RETURN TO:**

Jodi B. Fedor, Esq.
Ellman, Burke, Hoffman & Johnson
601 California Street, 19th Floor
San Francisco, California 94108

2006-131145
FIRST AMERICAN TITLE COMPANY
08:00am 08/31/06 A3 Fee: 28.00
Count of pages 8
Recorded in Official Records
County of San Mateo
Warren Slocum
Assessor-County Clerk-Recorder



**FIRST AMENDMENT TO AMENDED AND RESTATED GRANT OF SIGN
EASEMENTS AND RIGHTS**

This FIRST AMENDMENT TO AMENDED AND RESTATED GRANT OF SIGN EASEMENTS AND RIGHTS ("First Amendment") is made as of August 31, 2006, by CIRCLE STAR CENTER ASSOCIATES, L.P., a California limited partnership, as successor-in-interest to MOZAD, L.P., a California limited partnership ("Grantor"), for the benefit of 2500 W.L.B., INC., a California corporation ("Grantee") and LANDMARK SCREENS, LLC, a Delaware limited liability company ("Grantee Party").

88
W

RECITALS

A. Grantor is the owner of certain real property commonly known as One and Two Circle Star Way, San Carlos, California (the "Circle Star Property"). The Circle Star Property is more particularly described in Exhibit A attached hereto.

B. Grantor's predecessor-in-interest, MOZAD, L.P., a California limited partnership, previously executed that certain Amended and Restated Grant of Sign Easements and Rights (the "Sign Easement") dated as of April 19, 2000, for the benefit of Grantee, and recorded on April 19, 2000 in the Office of the County Recorder, San Mateo County (the "Official Records"), as Document No. 2000-044833. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Sign Easement.

C. Grantee subsequently granted and assigned certain of its right, title and interest under the Sign Easement to Grantee Party pursuant to that certain Grant of Sign Easements and Rights dated as of April 19, 2000 and recorded on December 17, 2001 in the Official Records as Document No. 2001-206131.

D. Grantor, Grantee and Grantee Party wish to amend the Sign Easement to provide for additional maintenance options and content restrictions regarding Grantee's operation of the Sign, among other things.

NOW, THEREFORE, IN CONSIDERATION of mutual covenants and promises of the parties, the parties hereto agree as follows:

1. Sign and Camera Easement. Paragraph 2 of the Sign Easement is hereby amended to add the following at the end of the first sentence:

“, and no trees, shrubs, undergrowth or other obstructions shall be allowed to grow or expand in a manner that would materially interfere with the visibility or obscure the view of the Sign from the Highway 101 corridor, interfere with or obscure the view of the monitor cameras of the Sign, or interfere with the operation of such monitor cameras.”

2. Repair and Maintenance. Paragraph 7 of the Sign Easement is hereby amended and restated in its entirety as follows:

“Grantee shall, at Grantee’s sole cost and expense, repair and maintain in good condition the Sign Parcel and the access road that is constructed on the Access and Camera Parcel (the “Paved Road”). Subject to Section 8 below, Grantor shall, at Grantee’s sole cost and expense, repair and maintain in good condition the remaining portion of the Access and Camera Parcel not including the Paved Road. Grantee shall also, at Grantee’s sole cost and expense, have the right, but not the obligation, to trim and maintain any trees, shrubs, undergrowth or other landscaping either (a) on the Circle Star Property or the Easement Parcel that is in violation of Paragraph 2, or (b) installed on any portion of the right-of-way for Highway 101, in accordance with sound horticultural practices, that is (i) adjacent to the Easement Parcel, or (ii) to the extent Grantee deems necessary to ensure that such landscaping does not interfere with or obscure the visibility or view of the Sign from the Highway 101 corridor, or interfere with or obscure the view of the monitor cameras of the Sign, or interfere with the operation of such monitor cameras, that is adjacent to other portions of the Circle Star Property, but in either case under this clause (b) subject to any applicable rules, regulations, and requirements of the California Department of Transportation. Grantee shall, at its sole cost and expense, replace any such landscaping that is damaged or destroyed as a result of Grantee's trimming and maintenance practices.”

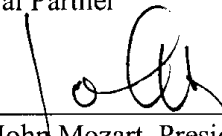
3. Restrictions Regarding Sign. Grantee shall not do any of the following without Grantor’s prior consent, which consent shall not be unreasonably withheld, conditioned or delayed to the extent such action by Grantee is consistent and compatible with the quality and nature of the Circle Star Property: (a) cause or allow the illumination of the Sign to exceed 25,000 NITs; (b) cause or allow the Sign to be relocated, except as reasonably necessary and consistent with applicable laws following a casualty or condemnation; (c) cause or allow the Sign to be increased in size from its size as of the date of this First Amendment, or (d) cause or allow the display on the Sign of content (i) which includes nudity or is identified with the sale of sexually explicit products, businesses or matters, or businesses related to sexual performance, or (ii) which is identified with the sale of tobacco products or businesses whose primary business is the sale of tobacco products.

4. Ratification. Except as expressly modified hereby, the Sign Easement shall remain unmodified and in full force and effect.

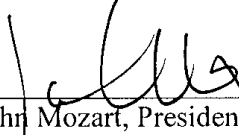
IN WITNESS WHEREOF, the Grantor, Grantee and Grantee Party have executed this First Amendment to Amended and Restated Grant of Easement as the date first set forth above.

GRANTOR: CIRCLE STAR CENTER ASSOCIATES, L.P.,
a California limited partnership

By: M-D Ventures, Inc.,
a California corporation
Its General Partner

By: 
John Mozart, President

GRANTEE: 2500 W.L.B., INC.,
a California corporation

By: 
John Mozart, President

GRANTEE PARTY: LANDMARK SCREENS, LLC,
a Delaware limited liability company


By: 
John Mozart, Manager

EXHIBIT A
(LEGAL DESCRIPTION)

REAL PROPERTY IN THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA,
DESCRIBED AS FOLLOWS:

PARCEL I:

ALL THAT REAL PROPERTY SITUATE IN PARTLY IN THE CITY OF SAN CARLOS AND PARTLY IN THE CITY OF REDWOOD CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL I AND PARCEL II AND BEING ALL OF PARCEL III, PARCEL IV AND PARCEL V, AS DESCRIBED IN THE TRUSTEE'S DEED FROM SEASIDE FINANCIAL CORPORATION TO CALIFORNIA COMMERCE BANK, RECORDED JUNE 9, 1995, AS SERIES NUMBER 95059343, OFFICIAL RECORDS OF SAN MATEO COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID PARCEL II AT THE CENTERLINE OF INDUSTRIAL WAY (80 FEET WIDE); THENCE ALONG THE WESTERLY LINE OF SAID PARCEL II NORTH (THE BEARING NORTH BEING USED FOR THE PURPOSE OF THIS DESCRIPTION) 53.02 FEET TO A POINT DISTANT 40.00 FEET NORTHEASTERLY, MEASURED AT A RIGHT ANGLE, FROM SAID CENTERLINE OF INDUSTRIAL WAY; THENCE LEAVING SAID WESTERLY LINE OF PARCEL II PARALLEL WITH AND DISTANT 40.00 FEET NORTHEASTERLY, MEASURED AT A RIGHT ANGLE, FROM SAID CENTERLINE OF INDUSTRIAL WAY SOUTH 48° 58' 53" EAST 220.17 FEET; THENCE LEAVING SAID PARALLEL LINE NORTH 48° 01' 00" EAST 133.64 FEET; THENCE NORTH 41° 59' 00" WEST 220.81 FEET; THENCE NORTH 78.95 FEET; THENCE NORTH 48° 01' 00" EAST 132.19 FEET; THENCE NORTH 41° 59' 00" WEST 170.00 FEET; THENCE NORTH 48° 01' 00" EAST 41.50 FEET; THENCE NORTH 41° 59' 00" WEST 49.07 FEET TO A POINT FROM WHICH THE RADIAL CENTER OF A CURVE HAVING A RADIUS OF 60.00 FEET BEARS NORTH 39° 21' 02" WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21° 41' 29", AN ARC DISTANCE OF 22.72 FEET; THENCE SOUTH 72° 20' 27" WEST 33.28 FEET TO A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 70.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 72° 20' 20", AN ARC DISTANCE OF 88.38 FEET TO THE WESTERLY LINE OF SAID PARCEL I; THENCE ALONG THE PERIMETER OF SAID PARCEL I THE FOLLOWING FOUR (4) COURSES: 1) NORTH 114.94 FEET, 2) NORTH 46° 30' 48" EAST 126.81 FEET; 3) SOUTH 41° 59' 00" EAST 1187.08 FEET; 4) SOUTH 89° 08' 07" WEST 254.81 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL V; THENCE ALONG THE PERIMETER OF SAID PARCEL V THE FOLLOWING TWO (2) COURSES: 1) SOUTH 46° 38' 37" WEST 42.11 FEET; 2) NORTH 43° 21' 23" WEST 38.58 FEET TO THE MOST WESTERLY CORNER THEREOF; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL I AND PARCEL III SOUTH 89° 08' 07" WEST 117.62 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL IV; THENCE ALONG THE PERIMETER OF SAID PARCEL IV THE FOLLOWING TWO (2) COURSES: 1) SOUTH 46° 38' 37" WEST 74.14 FEET TO A POINT FROM WHICH THE RADIAL CENTER OF A CURVE HAVING A RADIUS OF 3674.71 FEET BEARS SOUTH 44° 16' 34" WEST; 2)

SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 06' 45", AN ARC DISTANCE OF 71.35 FEET TO THE SOUTHERLY LINE OF SAID PARCEL III; THENCE ALONG SAID SOUTHERLY LINE SOUTH 89° 08' 07" WEST 56.06 FEET TO THE MOST SOUTHWESTERLY CORNER OF SAID PARCEL III; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL III, PARCEL I AND PARCEL II NORTH 48° 58' 53" WEST 391.05 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM PARCEL I THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT A POINT IN THE NORTHERLY BOUNDARY LINE OF THE LANDS CONVEYED IN THAT CERTAIN GRANT DEED FROM SAUL WITSCHNER, ET AL, TO METAL MACHINE MANUFACTURING, INC., RECORDED OCTOBER 3, 1958, IN BOOK 3468 AT PAGE 89 (80537-Q), OFFICIAL RECORDS OF SAN MATEO COUNTY, DISTANT THEREON, NORTH 89° 08' 07" EAST (CALLED NORTH 89° 08' EAST IN SAID TRUSTEE'S DEED RECORDED AS SERIES NUMBER 95059343) 105.49 FEET FROM THE MOST WESTERLY CORNER OF SAID LANDS; THENCE FROM SAID POINT OF BEGINNING, LEAVING SAID NORTHERLY BOUNDARY LINE, NORTH 46° 38' 37" EAST 86.73 FEET; THENCE SOUTH 43° 21' 23" EAST 79.45 FEET TO SAID NORTHERLY BOUNDARY LINE; THENCE ALONG SAID LAST MENTIONED LINE, SOUTH 89° 08' 07" WEST 117.62 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT THE MOST EASTERLY CORNER OF PARCEL I AS SAID PARCEL IS DESCRIBED IN THAT CERTAIN GRANT DEED FROM ROBINWOOD LANE CORPORATION TO RUSSELL A. MARGIOTTA AND DEBORAH B. MARGIOTTA, AS TRUSTEES UNDER DECLARATION OF TRUST DATED MAY 6, 1981, RECORDED AUGUST 17, 1984 AS SERIES NO. 84091556, OFFICIAL RECORDS OF SAN MATEO COUNTY; THENCE SOUTHWESTERLY ALONG THE LINE COMMON TO SAID PARCEL I (SERIES NUMBER 84091556), AND AFORESAID PARCEL I (SERIES NUMBER 95059343), SOUTH 46° 30' 48" WEST 15.04 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID COMMON LINE, SOUTH 15° 03' 06" EAST 44.56 FEET TO A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 45.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 84° 16' 48", AN ARC DISTANCE OF 66.19 FEET; THENCE SOUTH 69° 13' 42" WEST 40.72 FEET TO A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33° 51' 48", AN ARC DISTANCE OF 29.55 FEET; THENCE SOUTH 35° 21' 54" WEST 7.01 FEET TO THE WESTERLY LINE OF SAID PARCEL I (SERIES NUMBER 95059343); THENCE ALONG SAID WESTERLY LINE NORTH 57.84 FEET TO SAID LINE COMMON TO SAID PARCEL I (SERIES NO. 84091556), AND AFORESAID PARCEL I (SERIES NUMBER 95059343); THENCE NORTHEASTERLY ALONG SAID COMMON LINE, NORTH 46° 30' 48" EAST 111.77 FEET TO THE POINT OF BEGINNING.

THE BEARING "NORTH" OF THE WESTERLY LINE OF SAID PARCEL I AS DESCRIBED IN THE TRUSTEE'S DEED FROM SEASIDE FINANCIAL CORPORATION TO CALIFORNIA COMMERCE BANK, RECORDED JUNE 9, 1995, AS SERIES NUMBER

95059343, OFFICIAL RECORDS OF SAN MATEO COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS DESCRIPTION.

THE ABOVE REAL PROPERTY IS FURTHER DESCRIBED AS PARCEL I AS SHOWN ON THAT CERTAIN APPROVAL OF LOT LINE ADJUSTMENT RECORDED JUNE 25, 1997, UNDER RECORDER'S INSTRUMENT NO. 97076673 OF OFFICIAL RECORDS OF SAN MATEO COUNTY, CALIFORNIA.

APN: 046-240-180-3 and 052-103-170-8; JPN'S 046 024 240 12.01; 052 010 103 02.01,02,06,07 A

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF

On August 25, 2006 before me Lisa Mendez-Finger, Notary Public,personally appeared John Mozart

☒ personally known to me -OR- ☐ ~~proved to me on the basis of satisfactory evidence~~ to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.



WITNESS my hand and official seal.

Lisa Mendez-Finger
(SIGNATURE OF THE NOTARY PUBLIC)

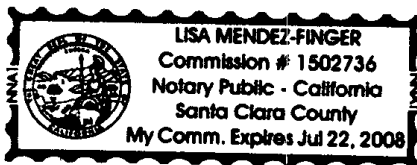
CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF

On August 25, 2006 before me Lisa Mendez-Finger, Notary Public,personally appeared John Mozart

☒ personally known to me -OR- ☐ ~~proved to me on the basis of satisfactory evidence~~ to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.



WITNESS my hand and official seal.

Lisa Mendez-Finger
(SIGNATURE OF THE NOTARY PUBLIC)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF

On August 25, 2006 before me Lisa Mendez-Finger, Notary Public,

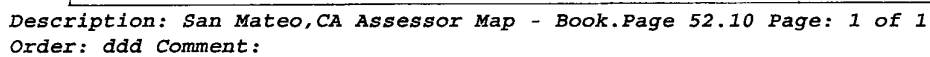
personally appeared John Mozart

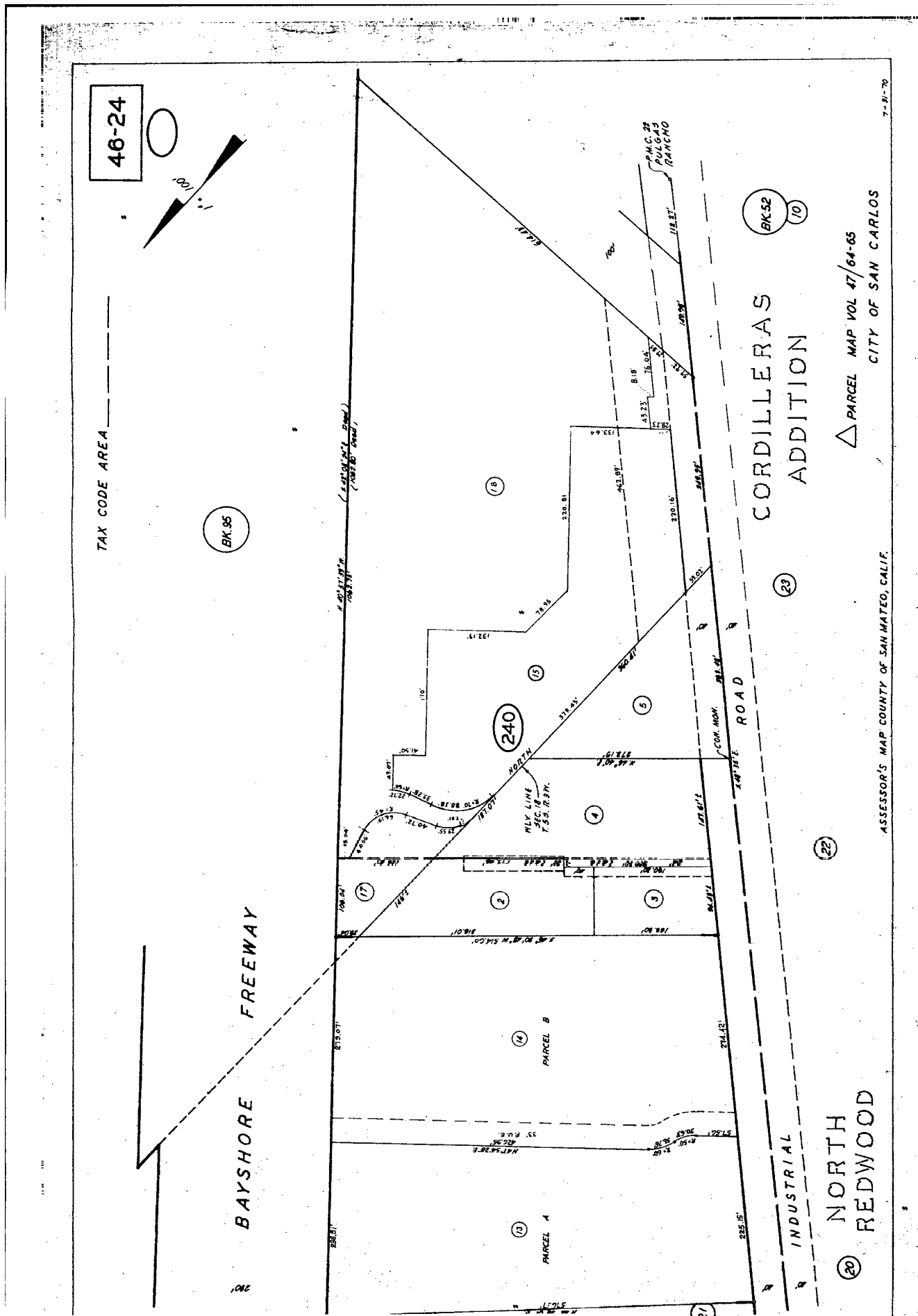
☒ personally known to me -OR- ☐ ~~proved to me on the basis of satisfactory evidence~~, to be the person~~s~~ whose name~~s~~ ~~is/are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~s~~, and that by his/~~her/their~~ signature~~s~~ on the instrument the person~~s~~, or the entity upon behalf of which the person~~s~~ acted, executed the instrument.



WITNESS my hand and official seal.

Lisa Mendez-Finger
(SIGNATURE OF THE NOTARY PUBLIC)





Description: San Mateo, CA Assessor Map - Book. Page 46.24 Page: 1 of 1
 Order: ddd Comment: