



**Linda S. Adams**  
Acting Secretary for  
Environmental Protection



## Department of Toxic Substances Control

Deborah O. Raphael, Director  
700 Heinz Avenue  
Berkeley, California 94710-2721



**Edmund G. Brown Jr.**  
Governor

May 23, 2011

Mr. Justin Murphy  
City of Menlo Park  
701 Laurel Street  
Menlo Park, CA 94025

RECEIVED

MAY 25 2011

CITY OF MENLO PARK  
BUILDING

Dear Mr. Murphy:

Thank you for the opportunity to comment on the Notice of Preparation (SCH #2011042073) for the Menlo Park Facebook Campus Project (Site). As you may be aware, the California Department of Toxic Substances Control (DTSC) oversees the cleanup of sites where hazardous substances have been released pursuant to the California Health and Safety Code, Division 20, Chapter 6.8. As a potential Resource Agency, DTSC is submitting comments to ensure that the environmental documentation prepared for this project to address the California Environmental Quality Act (CEQA) adequately addresses any required remediation activities which may be required to address any hazardous substances release.

Raychem Corporation (Raychem) operated a facility on the Site pursuant to a hazardous waste facility permit (Permit). The Permit, issued in 1983 by the California Department of Health Services, the predecessor to DTSC, allowed operation of a wastewater treatment system, a hazardous waste storage yard, and a potassium ferrocyanide tank farm. On January 9, 1997, DTSC approved the closure activities of the aboveground portions of these hazardous waste management units.

In 1999, Raychem merged with Tyco Electronics Corporation (Tyco). Raychem/Tyco entered into Corrective Action Consent Agreements to address hazardous substances in soil and groundwater. Activities include soil excavation and periodic groundwater monitoring.

Tyco installed an engineered multi-media cap over polychlorinated-biphenyl (PCB) impacted soils on the east side of the Site. The cap is approximately 100 feet by 100 feet and is approximately 300 feet south of Bay Front Expressway and 500 feet west of Willow Road. On November 30, 2006, DTSC issued a Negative Declaration for the site with SCH# 2006072107.

Mr. Justin Murphy  
May 23, 2011  
Page 2 of 2

Soil and groundwater contamination remains on the property. In 2007, Tyco recorded a Land Use Covenant (LUC) that, among other things, prohibits any activity that may disturb or adversely affect the integrity of the engineered cap covered polychlorinated-biphenyl (PCB) impacted soils or interferes with the operation and maintenance of groundwater monitoring wells that are required as part of corrective action for the Site. Please refer to the attached LUC.

If activities include the need for soil excavation, the CEQA document should include: (1) an assessment of air impacts and health impacts associated with the excavation activities; (2) identification of any applicable local standards which may be exceeded by the excavation activities, including dust levels and noise; (3) transportation impacts from the removal or remedial activities; and (4) risk of upset should be there an accident at the Site.

Due to DTSC's current oversight of the Site Operation and Maintenance and the requirements contained within the LUC, DTSC will need to work closely with the city of Menlo Park in their preparation of the Environmental Impact Report for this Site.

Please contact me at (510) 540-3824 if you have any questions or would like to schedule a meeting. Thank you in advance for your cooperation in this matter.

Sincerely,



Denise Tsuji  
Supervising Hazardous Substances Scientist  
Brownfields and Environmental Restoration Program

cc: Enclosure

Governor's Office of Planning and Research  
State Clearinghouse  
P. O. Box 3044  
Sacramento, California 95812-3044

Guenther Moskat  
CEQA Tracking Center  
Department of Toxic Substances Control  
P.O. Box 806  
Sacramento, California 95812-0806

(1/2/07)

First American Title  
WCS 1200425m

WE HEREBY CERTIFY THIS TO BE A TRUE AND  
CORRECT COPY OF THE ORIGINAL RECORDED

RECORDING REQUESTED BY:  
Tyco Electronics Corporation  
304 Constitution Drive  
Menlo Park, California 94025

ON 1-19-07 INSTRUMENT # 207-009472

COUNTY OF San Mateo

FIRST AMERICAN TITLE COMPANY

BY \_\_\_\_\_

WHEN RECORDED, MAIL TO:  
Department of Toxic Substances Control  
700 Heinz Avenue, Suite 200  
Berkeley, California 94710  
Attention: Mr. Mohinder Sandhu, P.E., Chief  
Standardized Permitting and Corrective Action Branch

**COVENANT TO RESTRICT USE OF PROPERTY**

**ENVIRONMENTAL RESTRICTION**

**Tyco Electronics Corporation  
300 Constitution Drive  
Menlo Park, California  
County Assessor's Parcel Nos. 055260150, 055260140,  
055260130, 055260110, 055260080 and 050244101**

This Covenant and Agreement ("Covenant") is made by and between Tyco Electronics Corporation (the "Covenantor"), the current owner of certain property situated in Menlo Park, San Mateo County, California, and further described in Exhibits A-1 (Map) and A-2 (Legal Description), attached hereto and incorporated by this reference (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code section 25260. The Covenantor and the Department, collectively referred to as the "Parties", therefore intend that the use of the Property be restricted as set forth in this Covenant, in order to protect human health, safety and the environment. The Parties further intend that the provisions of this Covenant shall also be for the benefit of, and enforceable by, the United States Environmental Protection Agency (U.S. EPA) as a third party beneficiary

ARTICLE I  
STATEMENT OF FACTS

1.1. The Property totaling 81 acres is located in an area generally bounded to the west and southwest by Chilco Street, to the north by Bayfront Expressway, to the east by Willow Road and to the south by a railroad right-of-way. The Property is currently zoned for commercial and industrial land uses. The surrounding land uses are commercial and industrial with bay marshland located north of the Bayfront Expressway. The 81-acre Property consists of six legal parcels that are identified as San Mateo County Assessor's Parcel Numbers 055260150, 055260140, 055260130, 055260110, 055260080 and 050244101

1.2. Raychem Corporation, the Covenantor's predecessor, manufactured high-technology plastic and electrical insulation products. It also engaged in management of hazardous waste pursuant to a hazardous waste facility permit issued by the California Department of Health Services, the predecessor agency of the Department. The hazardous waste facility permit allowed Raychem Corporation to operate a wastewater treatment system, a hazardous waste storage yard and a potassium ferrocyanide tank farm. On January 9, 1997, the Department approved the closure activities of the aboveground portions of these hazardous waste management units. Raychem Corporation proceeded with corrective action under the Department's oversight to address the release of hazardous waste in soil and groundwater. Raychem merged with the Covenantor in 1999. The Covenantor has conducted corrective action at the Property under the Department's oversight, including removal of contaminated soil, installation of an engineered multi-media cap over an area of subsurface contamination and groundwater monitoring.

1.3. As a result of historical operations at the Property, certain hazardous materials, including volatile organic compounds, semi-volatile organic compounds, PCBs, dioxins and dibenzofurans were released into the soil and groundwater at the Property. The two highest concentrations for the remaining PCBs are 2,100 mg/kg at 16 feet below the ground surface and 2,600 mg/kg at 12 feet below the ground surface. Based on the result of the corrective action conducted by the Covenantor, the Department has determined that the Property has been remediated to a level that is

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acceptable for commercial and industrial use, but not for residential use.

1.4 Because hazardous wastes, which are also hazardous materials as defined in Health and Safety Code sections 25117 and 25260, remain in the soil and groundwater at the Property, the Department has determined that this Covenant is necessary for the protection of human health and safety and the environment. The Department has also determined that, on the basis of the Risk Assessment studies conducted by the Covenantor, and subject to the restrictions of this Covenant, the Property, as remediated, does not present an unacceptable threat to human health or safety or the environment.

## ARTICLE II DEFINITIONS

2.1 Department. "Department" shall mean the California Department of Toxic Substances Control and shall include its successor agencies, if any.

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

2.3 Occupant. "Occupant" shall mean Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

## ARTICLE III GENERAL PROVISIONS

3.1 Restrictions to Run With the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), upon and subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every one of the Restrictions: (a) shall run with the land pursuant to Health and Safety Code sections 25202.5 and 25202.6, and Civil Code section 1471; (b) shall inure to the benefit of and pass with each and every portion of the Property; (c)

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shall apply to and bind the respective successors in interest to the Property; (d) is for the benefit of, and shall be enforceable by the Department; and, (e) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.2. Binding upon Owners/Occupants Pursuant to Health and Safety Code section 25202.5(b), this Covenant shall be binding upon all of the Owners of the land, their heirs, successors, and assignees, and the agents, employees, and lessees of the Owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471, all successive Owners of the Property are expressly bound hereby for the benefit of the covenantee(s) herein. The provisions of this Covenant shall also be for the benefit of, and enforceable by, U.S. EPA as a third-party beneficiary.

3.3. Written Notice of Hazardous Substances Release The Owner shall, prior to the sale, lease, or rental of the Property, give written notice that a release of hazardous substances has come to be located on or beneath the Property, pursuant to Health and Safety Code section 25359.7. Such written notice shall include a copy of this Covenant.

3.4. Incorporation into Deeds and Leases This Covenant shall be incorporated by reference in each and all deeds and leases for any portion of the Property

3.5. Conveyance of Property Covenantor agrees that the Owner shall provide notice to the Department and U.S. EPA no later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances). Such notice shall include the name and address of any new Owner, describe the property owned by the new Owner and identify the new Owner as a person to whom notices should be delivered pursuant to section 7.4 of this Covenant. The Department or U.S. EPA shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect such proposed conveyance, except as otherwise provided by law, by administrative order, or specific provision of this Covenant.

3.6. Costs of Administering this Covenant to be Paid by Owner The Department has incurred and will in the future incur costs associated with the administration of this

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Covenant, including any inspection of the Property. Therefore, the Covenantor hereby covenants for itself and for all subsequent Owners that pursuant to California Code of Regulations, title 22, section 67391.1(h), the Owner agrees to pay the Department's cost in administering the Covenant. Failure of the Owner to pay such costs when billed is a breach of the Covenant and enforceable pursuant to section 5.1 of this Covenant. Notwithstanding California Civil Code section 1466, in the event the property ownership changes between the time when the costs were incurred and the invoice for such costs is received, each Owner of the property for the period covered by the invoice, as well as the then-current Owner is responsible for such costs.

#### ARTICLE IV RESTRICTIONS

4.1. Prohibited Uses. The use of the Property shall be restricted for commercial and industrial purposes only. The Property shall not be used for any of the following purposes:

- (a) A residence, including any mobile home or factory-built housing, constructed or installed for use as residential human habitation.
- (b) A hospital for humans.
- (c) A public or private school for persons under 21 years of age.
- (d) A day care center for children.

#### 4.2. Soil Management

- (a) Activities that will disturb the soil, such as excavation, grading, removal, trenching, filling, earth movement or mining, shall only be permitted on the Property pursuant to a Soil Management Plan and a Health and Safety Plan as approved by the Department.
- (b) Any contaminated soil brought to the surface by grading, excavation, trenching, or backfilling shall be managed in accordance with all applicable provisions of state and federal laws.

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4.3 Prohibited Activities. The following activities shall not be conducted at the Property:

- (a) Raising of cattle, food crops or agricultural products.
- (b) Drilling for drinking water, oil, or gas.
- (c) Extraction of groundwater for purposes other than ground water monitoring, site remediation or construction dewatering
- (d) Any activity that may disturb or adversely affect the integrity of the engineered cap, as shown on the map and described in the property description attached to this Covenant as Exhibits B-1 (Map) and B-2 (Legal Description). Paving and non-tree landscaping over the engineered cap is permitted so long as such surfacing does not disturb or adversely affect the integrity of the engineered cap or interfere with any remedy or operation and maintenance activities required for the Property.
- (e) Any activity that may interfere with the operation and maintenance of the groundwater monitoring wells that are required as part of the Department-approved remedy for the Property without the written approval of the Department and U. S. EPA.

4.4. Access for Department. Covenantor agrees that the Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect public health and safety or the environment.

4.5. Access for Implementing Operation and Maintenance Activities. Covenantor agrees that the entity or person responsible for implementing the operation and maintenance activities shall have reasonable right-of-entry and access to the Property for the purpose of implementing such operation and maintenance activities until such time as the Department determines that no further operation and maintenance activities are required.



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4.6 Inspection and Reporting Requirements. The Owner shall conduct an annual inspection of the Property and submit an annual report to the Department by January 15 of each calendar year. The annual report, filed under penalty of perjury by the then-current Owner, shall certify that the Property is being used in a manner consistent with this Covenant. The annual report shall describe how all the requirements outlined in this Covenant are being met. The annual report must include the dates, times, and names of those who conducted and reviewed the annual inspection. It also shall describe how the observations were performed and the basis for the statements and conclusions in the annual report (e.g., drive-by, walk-in, etc.). If violations of this Covenant are noted by the observer, the annual report must detail the steps taken to return to compliance. If the Owner identifies any violations of this Covenant during the annual inspections or at any other time, the Owner must within 10 days of identifying the violation, determine the identity of the party in violation, send a letter advising the party of the violation of this Covenant and demand that the violation cease immediately. Additionally, copies of any correspondence related to the enforcement of the Covenant shall be sent to the Department within 10 days of its original transmission.

#### ARTICLE V ENFORCEMENT

5.1. Enforcement. Failure of the Covenantor and/or Owner to comply with any of the Restrictions specifically applicable to it shall be grounds for the Department, by reason of this Covenant, to require that the Covenantor, Owner and/or Occupant modify or remove any improvements ("Improvements" as used herein shall mean all buildings, roads, driveways, and paved parking areas, constructed or placed upon any portion of the Property in violation of the Restrictions). Violation of this Covenant shall be grounds for the Department or U.S. EPA to file civil and/or criminal actions against the Covenantor, Owner and/or Occupant provided by law.

#### ARTICLE VI VARIANCE, TERMINATION, AND TERM

6.1. Variance. Any Owner or, with the Owner's written consent, any Occupant of the Property or any portion thereof, may apply to the Department for a written variance

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from the provisions of this Covenant. Such application shall be made in accordance with Health and Safety Code section 25202.6 and upon written notice to U.S. EPA.

6.2. Termination Any Owner or, with the Owner's written consent, any Occupant of the Property or any portion thereof, may apply to the Department for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with Health and Safety Code section 25202.6 and upon written notice to U.S. EPA.

6.3. Term Unless ended in accordance with the Termination paragraph above, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

## ARTICLE VII MISCELLANEOUS

7.1. No Taking or Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever. Further, nothing set forth in this Covenant shall be construed to effect a taking under federal or state law.

7.2. Department References. All references to the Department include successor agencies/departments or other successor entity.

7.3. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of San Mateo within ten (10) days of the Covenantor's receipt of a fully executed original.

7.4. Notices Whenever any person gives or serves any notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (a) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (b) three business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

(1/2/07)

To Owner: Tyco Electronics Corporation  
304 Constitution Drive  
Menlo Park, California 94025  
Attention: Director, Site Services

Or: (Name and address of any new owner as identified to the  
Department pursuant to Section 3 5 of this Covenant)

To Department: Department of Toxic Substances Control  
700 Heinz Avenue, Suite 300  
Berkeley, California 94710  
Attention: Branch Chief  
Standardized Permitting and  
Corrective Action Branch

To: United States Environmental Protection Agency, Region 9  
75 Hawthorne Street  
San Francisco, California 94105  
Attention: PCB Coordinator (CMD-4-2)

The Owner shall immediately forward any notice to the Occupant(s) if the Occupant(s) are affected by such notice. Any party may change its address or the individual to whose attention a notice is to be sent by giving written notice in compliance with this paragraph

7.5 Partial Invalidity. If any portion of the Restrictions or other terms set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

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IN WITNESS WHEREOF, the Parties execute this Covenant.

"Covenantor"

Date: 1-4-07

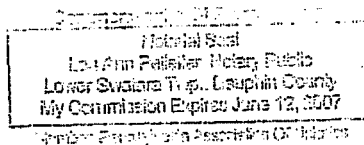
By: *Ter RA*  
DW Terrence Curtin  
Executive Vice President and CFO  
Tyco Electronics Corporation

*COMMERCIAL*  
STATE OF PENNSYLVANIA  
COUNTY OF DAUPHIN } ss.

On 1-4-07 before me, Lou Ann Pelletier, a Notary Public, personally appeared Terrence Curtin, 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 executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

*Lou Ann Pelletier*  
Notary Public



(1/2/07)

"Department"

Date: 1-16-07

By: // Original Signed By //

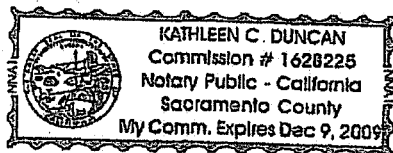
Mohinder Sandhu, P.E., Chief  
Standardized Permitting and  
Corrective Action Branch

STATE OF California )  
COUNTY OF Sacramento )<sup>ss</sup>

On January 16, 2007 before me, Kathleen C. Duncan a Notary Public, personally appeared Mohinder Sandhu 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 executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

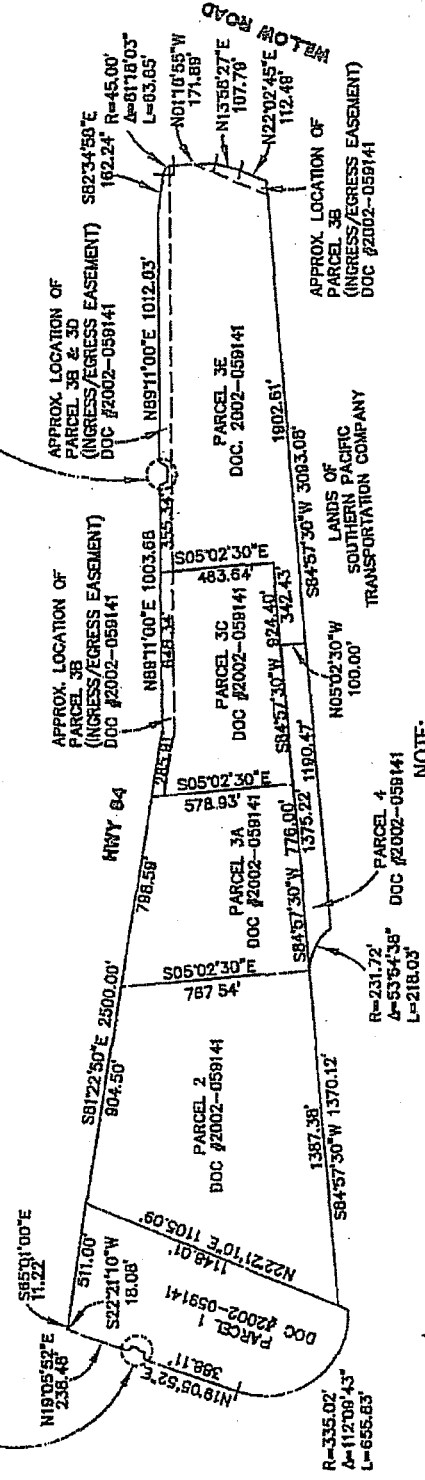
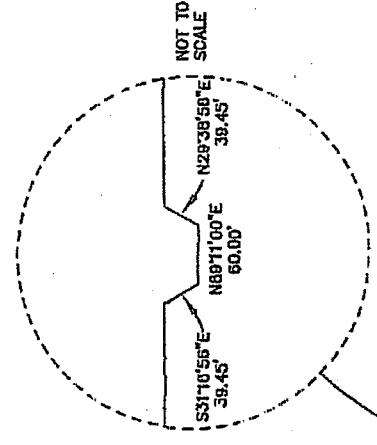
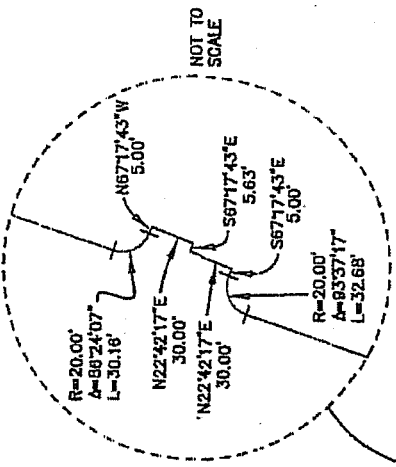
WITNESS my hand and official seal.

Kathleen C. Duncan  
Notary Public

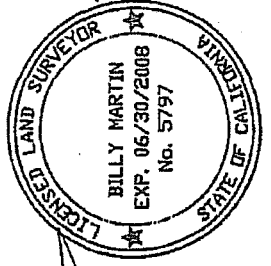


**EXHIBIT "A-1"**

COVENANT TO RESTRICT  
USE OF PROPERTY -  
ENVIRONMENTAL RESTRICTION



NOTE:  
THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY.  
THE BOUNDARY INFORMATION SHOWN ON THIS MAP IS BASED  
ON RECORD INFORMATION ONLY. IT IS DERIVED FROM PARCELS 1  
THROUGH 4 OF EXHIBIT A TO THE GRANT DEED, RECORDED  
MARCH 27, 2002, AS DOCUMENT NO. 2002-059141 IN WHICH  
TYCO INTERNATIONAL (PA) INC. CONVEYED CERTAIN REAL  
PROPERTY TO TYCO ELECTRONICS CORPORATION.



*Billy Martin*  
BILLY MARTIN, P.L.S. 5797  
LICENSE EXPIRES: 06/30/08



255 SHORELINE DR  
SUITE 200  
REDWOOD CITY, CA 94065  
650-482-6300  
650-482-6399 (FAX)

Subject RECORD BOUNDARY EXHIBIT  
TYCO ELECTRONICS CORPORATION  
Job No. 20050178-50  
By MK Date 08/31/06 Chkd. BM  
SHEET 1 OF 1

**EXHIBIT "A-2"**  
**COVENANT TO RESTRICT USE OF PROPERTY --**  
**PROPERTY DESCRIPTION FOR ENVIRONMENTAL RESTRICTION**

The land referred to in this Property Description is situated in the City of Menlo Park, County of San Mateo, State of California and is described as follows:

Being all of Parcel 1, Parcel 2, Parcel 3 and Parcel 4 as described in that certain Grant Deed, recorded on March 27, 2002 as Document No. 2002-059141, San Mateo County Records, and being more particularly described as follows:

**PARCEL 1**

Beginning at a point on the Southwesterly line of the City and County of San Francisco 100 foot right of way, as said right of way is shown on a Record of Survey Map recorded in Volume 3 of Licensed Land Surveyors Maps at page 120, Records of San Mateo County, California, distant thereon South 65° 01' 00" East 357.31 feet from the most Easterly corner of Lot 35, as said Lot 35 is shown on a map entitled "BOHANNON INDUSTRIAL PARK UNIT NO. 7, MENLO PARK, SAN MATEO COUNTY, CALIFORNIA", filed in the office of the County Recorder of San Mateo County, State of California in Volume 60 of Maps at page 10; thence from said point of beginning, South 65° 01' 00" East along said Southwesterly line 11.22 feet and South 81° 22' 50" East 511.00 feet to the most Easterly corner of the boundary of land shown on the aforementioned map of Record of Survey; thence South 22° 21' 10" West along the Southeasterly boundary of said Record of Survey, 1217.72 feet to the Northerly line of the Southern Pacific Railroad Right of Way, as shown on said Record of Survey Map; thence South 84° 57' 30" West along said Northerly line 571.71 feet; thence leaving said Northerly line, North 22° 21' 10" East 1359.98 feet to the point of beginning.

Excepting there from so much thereof as lies within and also so much thereof as lies Westerly, Southwesterly and Southerly of the lands described as Parcel 46737-3 in that certain Final Order of Condemnation, a Certified Copy of which was recorded on July 27, 1983 as Document No. 83078012, Official Records of San Mateo County, California.

**PARCEL 2**

That portion of the 421.29 acre tract in the Rancho de las Pulgas conveyed by George Y Henderson, et al to Newbridge Park Realty Company, a corporation, by Deed dated October 14, 1932 and recorded October 24, 1932 in Book 574 of Official Records at page 446, Records of San Mateo County, California, which lies North of the Northerly line of the Southern Pacific Railroad (Dumbarton cut-off branch), more particularly described as:

Beginning at a point on the Northerly line of the Rancho de las Pulgas, said point being the most Northeasterly corner of the boundary of the land shown on a Record of Survey Map recorded in Volume 3 of Licensed Land Surveyors Maps at page 120, Official Records of San Mateo County, California; thence from said point of beginning South 81° 22' 50" East along said Northerly line of the Rancho de las Pulgas, 904.50 feet; thence leaving said line, South 5° 02'

30" East 767.54 feet to a point on the Northerly property line of the Southern Pacific Railroad Right of Way (300 feet wide); thence South 84° 57' 30" West along said property line 1387.38 feet to the Southeasterly boundary of the lands shown on the forementioned Record of Survey Map; thence North 22° 21' 10" East along said Southeasterly boundary 1105.09 feet to the point of beginning

### PARCEL 3

#### Parcel A:

That portion of the 421.29 acre tract in the Rancho de Las Pulgas conveyed by George Y. Henderson et al to Newbridge Park Realty Company, a corporation by Deed dated October 14, 1932 and recorded October 24, 1932 in Book 574 of Official Records at page 446, Records of San Mateo County, California, which lies North of the Northerly line of the Southern Pacific Railroad (Dumbarton cut off branch), more particularly described as:

Beginning at a point on the Northerly line of the Rancho de las Pulgas, said point lying South 81° 22' 50" East 1,703.09 feet from the most Northeasterly corner in the boundary of the lands shown on a Record of Survey Map recorded in Volume 3 of Licensed Land Surveyors Maps at Page 120, Official Records of San Mateo County, California; thence from said point of beginning, South 81° 22' 50" East along the Northerly line of the Rancho de las Pulgas 798.59 feet; thence leaving said line South 5° 02' 30" East 578.93 feet to the Northerly property line of the Southern Pacific Railroad Right of Way (300 feet wide); thence South 84° 57' 30" West along said property line, 776.00 feet; thence leaving said line North 5° 02' 30" West 924.40 feet to the point of beginning

#### Parcel B:

A Right of Way and easement for ingress and egress over the following described property:

A strip of land 50 feet in width lying within and adjacent to the following described portion of the boundary of that portion of the 421.29 acre tract in the Rancho de las Pulgas, conveyed by George Y. Henderson et al to Newbridge Park Realty Company, a corporation, by Deed dated October 14, 1932 and recorded October 24, 1932 in Book 574 of Official Records at page 446, Records of San Mateo County, California, which lies North of the Northerly line of the Southern Pacific Railroad (Dumbarton cut-off branch), more particularly described as:

Beginning at the point of intersection of the Northwesterly line of Willow Road with the Northerly line of said Railroad, as same is described in Deed recorded September 30, 1907 in Book 142 of Deeds at page 39, Records of San Mateo County, California; running thence along said line of Willow Road and the prolongation thereof Northerly to the Northerly line of the Rancho de las Pulgas; thence along said Rancho line South 89° 07' 10" East 2436.70 feet to a take at Station "P.M.C 13" of said Rancho survey; thence continuing along said Rancho line North 81° 22' 50" West 285.91 feet to the Easterly boundary line of Parcel A above.

Also the right to construct, operate, maintain, repair, alter and replace, over, on, across and



under said real property (a) electric transmission, distribution and telephone lines attached to poles or other supports, together with other" attachments and equipment in connection therewith, and (b) facilities for any other utilities or services, and attachments and equipment in connection therewith over the above-described 50-foot strip of land.

Parcel C:

That portion of the 421.29 acre tract in the Rancho de las Pulgas conveyed by George Y Henderson et al to Newbridge Park Realty Company, a corporation, by Deed dated October 14, 1932 and recorded October 24, 1932 in Book 574 of Official Records at page 446, Records of San Mateo County, California, which lies North of the Northerly line of the Southern Pacific Railroad (Dumbarton cut-off branch), more particularly described as:

Beginning at a point on the Northerly line of the Rancho de las Pulgas, said point lying South  $81^{\circ} 22' 50''$  East 1,703.09 feet from the most Northeasterly corner in the boundary of the land shown on a Record of Survey Map recorded in Volume 3 of Licensed Land Surveyors Maps at page 120, Official Records of San Mateo County, California; thence from said point of beginning South  $81^{\circ} 22' 50''$  East along said Northerly line 285.91 feet to an angle point thereon called PMC-13 and North  $89^{\circ} 11' 00''$  East 648.34 feet; thence leaving said line South  $5^{\circ} 02' 30''$  East 463.64 feet to a point on the Easterly prolongation of the Northerly property line of the Southern Pacific Railroad Right of Way (300 feet wide); thence South  $84^{\circ} 57' 30''$  West along said Easterly prolongation and said Northerly property line 924.40 feet; thence leaving said line North  $5^{\circ} 02' 30''$  West 578.93 feet to the point of beginning

Parcel D:

A Right of Way and easement for ingress and egress over the following described property:

A strip of land 50 feet in width lying within and adjacent to the following described portion of the boundary of that portion of the 421.29 acre tract in the Rancho de las Pulgas, conveyed by George Y. Henderson et al to Newbridge Park Realty Company, a corporation, by Deed dated October 14, 1932 and recorded October 24, 1932 in Book 574 of Official Records at page 446 Records of San Mateo County, California, which lies North of the Northerly line of the Southern Pacific Railroad (Dumbarton cut-off branch), more particularly described as:

Beginning at the point of intersection of the Northwesterly line of Willow Road with the Northerly line of said Railroad, as same is described in Deed recorded September 30, 1907 in Book 142 of Deeds at page 39, Records of San Mateo County, California; running thence along said line of Willow Road and the prolongation thereof Northerly to the Northerly line of the Rancho de las Pulgas; thence along said Rancho line South  $89^{\circ} 11' 00''$  East 1786.01 feet to the Easterly boundary line of Parcel C above.

Also the right to construct, operate, maintain, repair, alter and replace, over, on, across and under said real property (a) electric transmission, distribution and telephone lines attached to poles or other supports, together with other attachments and equipment in connection therewith, and (b) facilities for any other utilities or services, and all attachments and equipment

in connection therewith over the above described 50 foot strip of land.

Parcel E:

Beginning at a point on the Northerly line of Rancho de las Pulgas, said point being distant along said Northerly line South  $81^{\circ} 22' 50''$  East 1989.00 feet (an angle point in said Northerly line called PMC-13) and North  $89^{\circ} 11'$  East 648.34 feet from the most Northeasterly corner of the boundary of the lands shown on a Record of Survey Map recorded in Volume 3 of Licensed Land Surveyors Maps, at page 120, San Mateo County Records; thence from said point of beginning along said Northerly line North  $89^{\circ} 11'$  East 1786.01 feet on the Northerly prolongation of the Westerly line of Willow Road; as said road is shown upon the map of Newbridge Park, recorded in Volume 14 of Maps at pages 6 and 7, Records of San Mateo County, California; thence along said prolongation South  $22^{\circ} 02' 45''$  West 485.29 feet to the Northerly line of Southern Pacific Company right of way; thence along the last mentioned line, South  $84^{\circ} 57' 30''$  West 1902.61 feet; thence North  $5^{\circ} 02' 30''$  West 100.00 feet; thence North  $84^{\circ} 57' 30''$  East 342.43 feet; thence North  $5^{\circ} 02' 30''$  West 463.64 feet to the point of beginning

Excepting there from Parcel 46737-1 as contained in the Final Order of Condemnation recorded July 27, 1983 under Recorder's Serial No. 83078012; Official Records of San Mateo County, California and being more particularly described as follows:

Commencing at the Northeasterly corner of Parcel 6, as said Parcel 6 is designated in the map entitled "RECORD OF SURVEY OF A PORTION OF THE LANDS FORMERLY OWNED BY THE CARNDUFF SITUATED IN SECTION 24; TOWNSHIP 5 SOUTH, RANGE 3 WEST, M.D.B. AND M. AND IN THE RANCHO DE LAS PULGAS" filed in the office of the Recorder of San Mateo County, State of California, on October 29, 1965, in Volume 6 of Licensed Land Survey Maps at page 66; thence along common line of said Parcel 6 and Parcel 5 of said Record of Survey South  $54^{\circ} 33' 08''$  West, 37.03 feet; thence from a tangent that bears South  $82^{\circ} 18' 07''$  West, along a curve to the right with a radius of 2120.00 feet, through an angle of  $2^{\circ} 07' 56''$ , an arc length of 78.90 feet; thence South  $35^{\circ} 20' 07''$  West, 114.78 feet; thence South  $18^{\circ} 44' 08''$  West, 0.42 feet to said common line of Parcel 6 and Parcel 5; thence along last said line South  $54^{\circ} 33' 08''$  West 204.46 feet to the Westerly line of said Parcel 5; thence along last said line South  $23^{\circ} 08' 15''$  West, 106.70 feet to the Southwesterly corner of said Parcel 5; thence leaving last said corner North  $15^{\circ} 03' 57''$  East, 107.78 feet; thence North  $0^{\circ} 11' 25''$  West, 172.12 feet; thence along a tangent curve to the left with a radius of 45.00 feet, through an angle of  $81^{\circ} 13' 05''$ , an arc length of 63.79 feet; North  $81^{\circ} 24' 30''$  West 162.32 feet to the Northerly line of Rancho de las Pulgas between PMC 13 to PMC 12; along last said line South  $89^{\circ} 38' 32''$  East 554.89 feet to the point of commencement

Also excepting from Parcel 3 above described Parcel 46737-2; (amended) as contained in the Final Order of Condemnation recorded July 27, 1983 under Recorder's Serial No. 83078012; Official Records of San Mateo County, California and being more particularly described as follows:

Commencing at a point on the Northerly line of Rancho de las Pulgas, said point being distant along said Northerly line North  $89^{\circ} 38' 32''$  West, 1330.59 feet from the Northwesterly corner of

Parcel 6, as said Northerly line and Parcel 6 are shown in the map entitled "Record of Survey of a portion of the lands formerly owned by Carnduff, situated in Section 24, Township 5 South, Range 3 West, M.D.B and M. and in the Rancho de las Pulgas" filed in the office of the Recorder of San Mateo County, State of California, on October 29, 1965 in Volume 6 of Licensed Land Survey Maps at Page 66; thence continue along said line North  $89^{\circ} 38' 32''$  West 100.00 feet; thence leaving said Northerly line South  $30^{\circ} 06' 28''$  East 39.45 feet; thence South  $89^{\circ} 38' 32''$  East 60.00 feet; thence North  $30^{\circ} 49' 24''$  East, 39.45 feet to the Point of Commencement.

**PARCEL 4**

Parcel A of the parcel map recorded in Book 56 of Maps, Page 7, in the office of the County Recorder in the County of San Mateo, on July 8, 1985

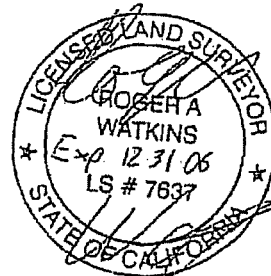
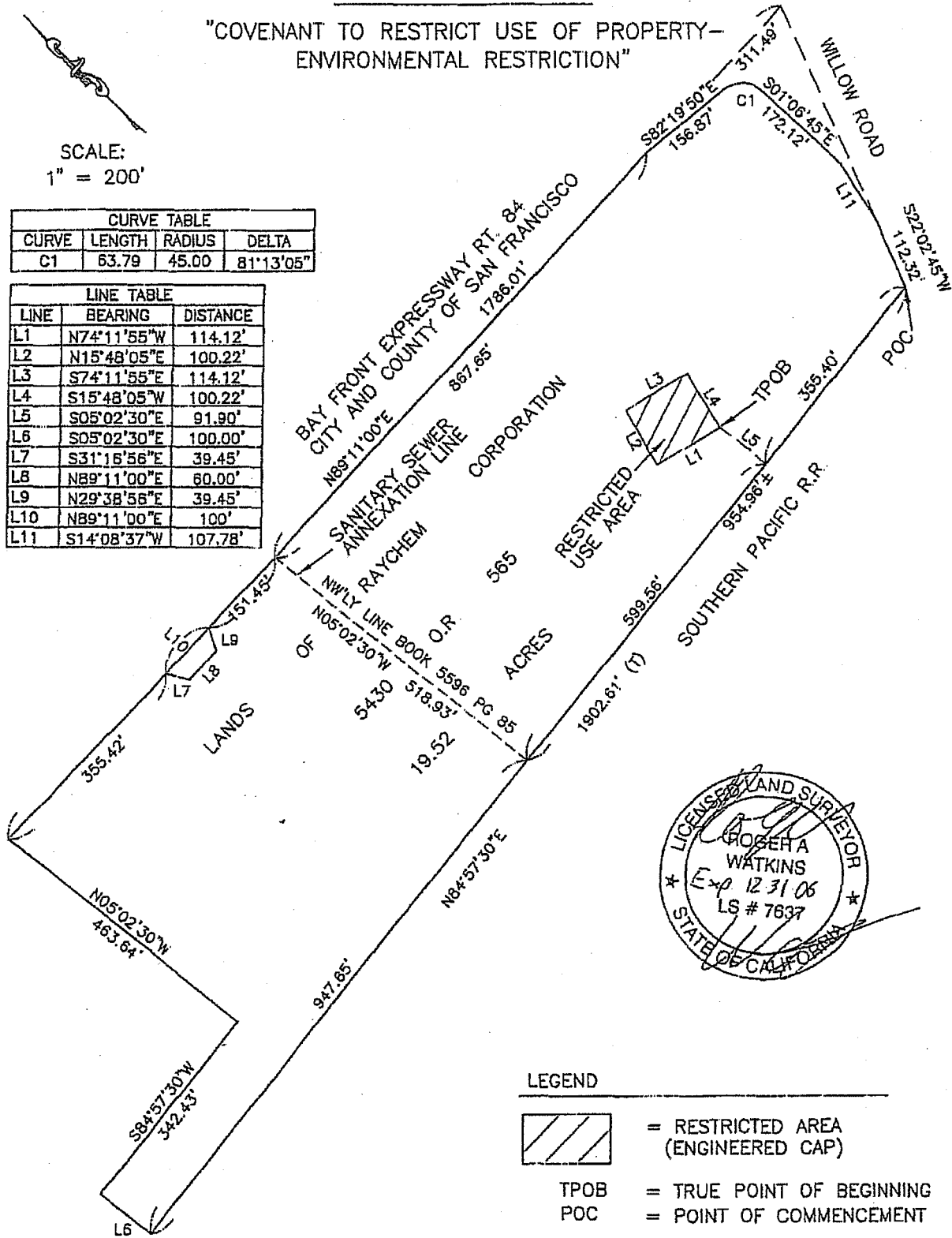
# EXHIBIT "B-1"

## "COVENANT TO RESTRICT USE OF PROPERTY- ENVIRONMENTAL RESTRICTION"

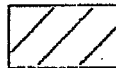
SCALE:  
1" = 200'

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	63.79	45.00	81°13'05"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N74°11'55"W	114.12'
L2	N15°48'05"E	100.22'
L3	S74°11'55"E	114.12'
L4	S15°48'05"W	100.22'
L5	S05°02'30"E	91.90'
L6	S05°02'30"E	100.00'
L7	S31°16'56"E	39.45'
L8	N89°11'00"E	60.00'
L9	N29°38'56"E	39.45'
L10	N89°11'00"E	100'
L11	S14°08'37"W	107.78'



LEGEND



= RESTRICTED AREA  
(ENGINEERED CAP)

TPOB = TRUE POINT OF BEGINNING  
POC = POINT OF COMMENCEMENT

Accompanies Exhibit "B-1"

EXHIBIT "B-2"  
"COVENANT TO RESTRICT USE OF PROPERTY-  
ENVIRONMENTAL RESTRICTION"

THAT PORTION OF REAL PROPERTY DESCRIBED IN BOOK 5430 PAGE 565 OF OFFICIAL RECORDS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

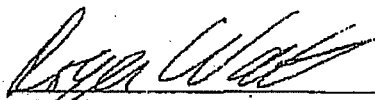
COMMENCING AT THE MOST SOUTHEASTERLY CORNER OF SAID PROPERTY, BEING THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF WILLOW ROAD AND THE NORTH RIGHT-OF-WAY LINE OF THE SOUTHERN PACIFIC RAILROAD; THENCE ALONG THE SOUTH PROPERTY LINE OF SAID DEED, SOUTH 84°57'30" WEST, A DISTANCE OF 355.40 FEET; THENCE LEAVING SAID PROPERTY LINE, NORTH 05°02'30" WEST, A DISTANCE OF 91.90 FEET TO THE TRUE POINT OF BEGINNING; THENCE THE FOLLOWING FOUR COURSES;

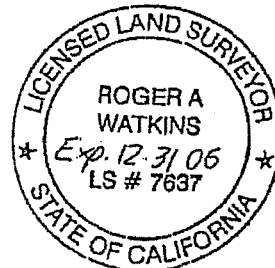
1. NORTH 74°11'55" WEST, A DISTANCE OF 114.12 FEET;
2. NORTH 15°48'05" EAST, A DISTANCE OF 100.22 FEET;
3. SOUTH 74°11'55" EAST, A DISTANCE OF 114.12 FEET;
4. SOUTH 15°48'05" WEST, A DISTANCE OF 100.22 FEET TO THE TRUE POINT OF BEGINNING

SAID PARCEL CONTAINS 11,437 SQUARE FEET, MORE OR LESS.

EXHIBIT "B-1" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART THEREOF.

PREPARED UNDER MY SUPERVISION

  
\_\_\_\_\_  
ROGER WATKINS, PLS 7637  
LICENSE EXPIRES 12/31/06



7-31-06  
\_\_\_\_\_  
DATE