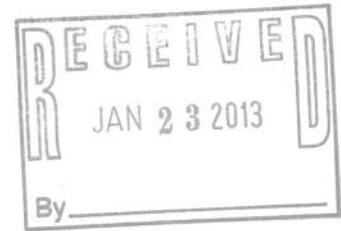


No Fee Per Gov Code 6103



RECORDING REQUESTED BY:

San Mateo Union High School District
650 North Delaware
San Mateo, California 94401
ATTN: Scott Laurence, Superintendent

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, California 95826
ATTN: Burlingame High School Project
Manager, Northern California Schools,
Brownfields and Environmental
Restoration Program

2013-002245

10:24 am 01/04/13 DR Fee: NO FEE
Count of Pages 25
Recorded in Official Records
County of San Mateo
Mark Church
Assessor-County Clerk-Recorder



25 plac

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY
ENVIRONMENTAL RESTRICTION

(Re: County of San Mateo APN 029-141-010
Burlingame High School, DTSC Site Code 204083-11)

This Covenant and Agreement ("Covenant") is made by and between the San Mateo Union High School District (the "Covenantor"), the current owner of property situated in Burlingame, County of San Mateo, State of California, described in Exhibit "A" and depicted in Exhibit "B," attached, (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 Department, collectively referred to as the "Parties," hereby agree, pursuant to Civil Code section 1471, and Health and Safety Code section 25355.5 that the use of the Property be restricted as set forth in this Covenant; and the Parties further agree that the Covenant shall conform with the requirements of California Code of Regulations, title 22, section 67391.1.

ARTICLE I
STATEMENT OF FACTS

1.01. The Property, totaling approximately 22 acres, is more particularly described and depicted in the attached Exhibits "A" and "B". The Property is located in the area now generally bounded by the Peninsula Tennis Club and single-family residences facing Chatham Road on the northeast, Washington Park on the southeast, Carolan Avenue on the southwest, and Oak Grove Avenue on the northwest. The Property is also generally described as San Mateo County Assessor's Parcel Number 029-141-010, and is commonly known as 400 Carolan Avenue, Burlingame, California.

1.02. The limited portions of this Property that are being restricted are described in Exhibit "C" and shown in Exhibit "D" as areas under the buildings, Area B (shot put), Area C (landscaped and/or concreted), Area D1 (near gym), Area D2 (south track), Area E (Front Lawn), Areas F1 & F2 (parkway), Area G2 (Home Economics Building lawn) and Area G3 (fence line), and are referred to as the Capped Areas.

1.03. Covenantor implemented an approved Removal Action Workplan (RAW) at the Property that was developed in accordance with Health and Safety Code, division 20, chapter 6.8 under the oversight of the Department. The RAW, including a Health Risk Assessment and a Notice of Exemption, pursuant to the California Environmental Quality Act, Public Resources Code section 21000, *et seq.*, was released for public review and comment from October 5, 2007 through November 5, 2007. The Department approved the RAW on November 7, 2007. The Preliminary Cleanup Goal (PCG = 10 mg/kg) and a Cleanup Screening Level (CSL = 19.7 mg/kg) were developed using the Department's *Arsenic Strategies, Determination of Arsenic Remediation, Development of Arsenic Cleanup Goals for Proposed and Existing School Sites* (March 2007). An explanation of significant differences was prepared for the RAW to require a Land Use Covenant, because arsenic remains onsite at levels above unrestricted cleanup goals at depths of 3 inches or more below the surface of the Property. Arsenic is a hazardous substance as defined in Health and Safety Codes section 25316 and a hazardous material as defined in Health and Safety Code section 25260.

Remediation included excavation and removal of lead contaminated soils and PCB contaminated soils for offsite disposal. For arsenic contamination, remediation included the removal of up to three feet of contaminated soil, placement of a synthetic membrane or gopher wire on the floor of the excavation and backfilling with clean fill material as described in the cross section drawings attached as Exhibit "D" hereto. The surfaces of the backfilled areas were landscaped, asphalted or concreted.

The operation and maintenance of the Capped Areas is required pursuant to an Operation and Maintenance Plan incorporated into the Operation and Maintenance Agreement between the Covenantor and the Department, dated August 10, 2009.

The RAW did not address areas under buildings because those soils had not been characterized or investigated.

1.04. After implementation of the Remedial Action Workplan for Arsenic, approved by the Department on November 7, 2007, arsenic remains onsite at levels above the CSL of 19.7 mg/kg in the Capped Areas. Areas under the existing buildings may also contain arsenic at levels above the CSL. Based on the CSL for arsenic, the Department concluded that use of the Property as a residence, hospital, and day care center would entail an unacceptable human health risk. The Department further concluded that the Property, as remediated, and subject to the restrictions of this Covenant, does not present an unacceptable threat to human health or safety or the environment, if use is limited to non-residential high school and associated activities.

ARTICLE II DEFINITIONS

2.01. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.02. Environmental Restrictions. "Environmental Restrictions" means all protective provisions, covenants, restrictions, prohibitions, and terms and conditions as set forth in any section of this Covenant.

2.03. Improvements. "Improvements" includes, but is not limited to: buildings, structures, roads, driveways, improved parking areas, wells, pipelines, or other utilities.

2.04. Lease. "Lease" means lease, rental agreement, or any other document that creates a right to use or occupy any portion of the Property.

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

2.06. Owner. "Owner" means the Covenantor, and all successors in interest including heirs and assigns, who at any time hold title to all or any portion of the Property.

ARTICLE III GENERAL PROVISIONS

3.01. Runs with the Land. This Covenant sets forth Environmental Restrictions that apply to and encumber the Property and every portion thereof no matter how it is improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. This Covenant: (a) runs with the land pursuant to Health and Safety Code section 25355.5 and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by the Department, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants. Pursuant to the Health and Safety Code, this Covenant binds all owners of the Property, 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 Department.

3.03. Incorporation into Deeds and Leases. This Covenant shall be incorporated by reference in each and every deed and Lease for any portion of the Property.

3.04. Conveyance of Property. The Owner shall provide written notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding Leases, and mortgages, liens, and other non-possessory encumbrances). The written notice shall include the name and mailing address of the new owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. The notice shall also include the Assessor's Parcel Number (APN) noted on page one. If the new owner's property has been assigned a different APN, each such APN that covers the Property must be provided. The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law or by administrative order.

3.05. Costs of Administering the Covenant to be paid by Owner. The Department has already incurred and will in the future incur costs associated with the administration of this Covenant. Therefore, the Covenantor hereby covenants for the Covenantor 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 costs in administering the Covenant.

ARTICLE IV RESTRICTIONS AND REQUIREMENTS

4.01. Prohibited Uses. 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 day care center for children.

4.02. Soil Management.

- (a) No activities that will disturb soil in the Capped Areas at or below the surface (e.g., hand troweling, excavation, grading, removal, trenching, filling, earth movement, mining, building demolition/removal, or drilling) shall be allowed without a Soil Management Plan approved by the Department in advance.
- (b) Any contaminated soils brought to the surface by grading, excavation, trenching or backfilling shall be managed in accordance with all applicable

provisions of state and federal law.

4.03. Non-Interference with Capped Areas

- (a) Activities that may disturb the Capped Areas (e.g. excavation, grading, removal, trenching, filling, earth movement, or mining) shall not be permitted on the Capped Areas without prior written approval by the Department.
- (b) All uses and development of Capped Area shall preserve the integrity and effectiveness of the Cap.
- (c) The Capped Areas, including but not limited to disturbance of soils under existing buildings, shall not be altered without prior written approval by the Department.

4.04. Access for Department. 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 the public health or safety, or the environment.

4.05. Access for Implementing Operation and Maintenance. The entity responsible for implementing the Operation and Maintenance Agreement and Plan shall have reasonable right of entry and access to the Property for the purpose of implementing the Operation and Maintenance Agreement and Plan until the Department determines that no further Operation and Maintenance is required.

4.06. Inspection and Reporting Requirements. The Owner shall conduct an annual inspection of the Property verifying compliance with this Covenant, and shall submit an annual inspection report to the Department for its approval by August 30th of each year. The annual inspection report must include the dates, times, and names of those who conducted the inspection and reviewed the annual inspection report. It also shall describe how the observations were performed that were the basis for the statements and conclusions in the annual inspection report (e.g., drive by, fly over, walk in, etc.). If violations are noted, the annual inspection report, or follow up document to the violation report, must detail the steps taken to return to compliance, and be submitted to the Department. If the Owner identifies any violations of this Covenant during any annual inspection 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 the Covenant, and demand that the violation cease immediately, or immediately itself cease violating the Covenant and document that return to compliance with the Covenant. Additionally, copies of any correspondence related to the violation of this Covenant shall be sent to the Department within 10 days of its original transmission. A Land Use Covenant Report Template is included in Exhibit E.

ARTICLE V
ENFORCEMENT

5.01. Enforcement. Failure of the Owner or Occupant to comply with this Covenant shall be grounds for the Department to require modification or removal of any Improvements constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant, including but not limited to, failure to submit, or the submission of any false statement, record or report to the Department, shall be grounds for the Department to pursue administrative, civil, or criminal actions, as provided by law.

ARTICLE VI
VARIANCE, TERMINATION, AND TERM

6.01. Variance from Restriction. Any person may apply to the Department for a written variance from a restriction imposed by this Covenant. Such application shall be made in accordance with Health and Safety Code section 25223.

6.02 Removal of Restriction. Any person may apply to the Department to remove a restriction imposed by this Covenant. Such application shall be made in accordance with Health and Safety Code section 25224.

6.03 Term. Unless ended in accordance with paragraph 6.02, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII
MISCELLANEOUS

7.01. No 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.

7.02. 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.

7.03. 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: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Covenantor: San Mateo Union High School District
 650 North Delaware
 San Mateo, California 94401
 Attention: Scott Laurence, Superintendent

and To Department: Department of Toxics Substances Control
8800 Cal Center Drive
Sacramento, California 95826
Attention: Burlingame High School Project Manager
Northern California Schools
Brownfields and Environmental Restoration Program

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.

7.04. Partial Invalidity. If this Covenant or any of its terms are 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.

7.05. Statutory References. All statutory references include successor provisions.

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

7.07 Exhibits. All exhibits referenced in this Covenant and attached hereto are deemed incorporated into this Covenant by reference. Exhibits include:

- Exhibit A – Legal Description
- Exhibit B – Vicinity Map and Assessor's Parcel Map
- Exhibit C – Capped Areas
- Exhibit D – Typical Cross Sections of Capped Areas
- Exhibit E – Land Use Covenant Report Template

IN WITNESS WHEREOF, the Parties execute this Covenant.

San Mateo Union High School District

By:  _____ Date: December 3, 2012
Elizabeth McManus, Acting Superintendent
San Mateo Union High School District

STATE OF CALIFORNIA,
Acting by and through the
California Environmental Protection Agency,
Department of Toxic Substances Control

By:  _____ Date: 12/10/12
Juan Koponen
Supervising Hazardous Substances Engineer I
Northern California Schools
Brownfields and Environmental Restoration Program

California Acknowledgment Form

State of California
County of San Mateo } ss.

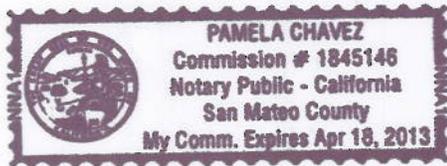
On Dec 3, 2012 before me, Pamela Chavez, Notary Public,
personally appeared Elizabeth McManus

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.

Seal



Pamela Chavez
Signature of Notary

Notes

Please provide information about the document that this form is attached to
***This is not required under California State notary public law ***

Document Title: Covenant to Restrict Use of Property
Environmental Restriction

Re: County of San Mateo APN 029-141-010
Burlingame High School
DISC Site Code 204083-11

Exhibit A, page 1 of 9 - Legal Description



Boundary Surveys & Resolution - Topographic & Planimetric Mapping Surveys - Legal Descriptions - ALTA Title Surveys - Construction Staking - FEMA Certifications - Horizontal & Vertical Geodetic Control Surveys - Aerial Mapping & Aerial Control Surveys

1920 Leslie Street
San Mateo, CA 94403
P (650) 212-1030
F (650) 212-1031

LEGAL DESCRIPTION

Lands of San Mateo Union High School as shown on 35 LLS 97-98

Situate in the City of Burlingame, County of San Mateo, State of California, and being (1) the lands of San Mateo Union High School District, as described in the Deed from Francis Carolan which was recorded in Liber 34 of Official Records Page 128 on March 07, 1922, and being (2) the lands of San Mateo Union High School District as described in the Deed from Wells Fargo Bank and Union Trust Company which was recorded in Book 548 of Official Records Page 379 on February 05, 1932, being more particularly described as follows:

BEGINNING at the most southerly angle point of the lands of San Mateo Union High School District as described in said Deed from Carolan (Liber 34 Page 128), said point being on the southwesterly right of way line of Carolan Avenue (60' wide);

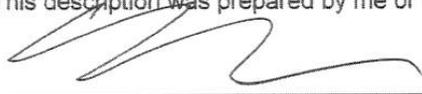
1. Thence along the southwesterly line of said lands, and said right of way, North 61°24'44" West, a distance of 1151.34 feet, to the most westerly angle point of said lands of San Mateo Union High School District, being a point on the centerline of Oak Grove Avenue;
2. Thence along the northwesterly line of said lands of San Mateo Union High School District, and the northwesterly line of the lands of San Mateo Union High School District as described in the Deed from Wells Fargo Bank and Union Trust Company (548 Page 379), North 49°39'42" East, a distance of 1198.57 feet, to the most northerly corner of the lands described in 548 Page 379, being the most westerly subdivision corner as shown on that certain subdivision map entitled, "Map No. 1 of Oak Grove Manor" which was filed for record in Volume 20 of Maps at page 66, San Mateo County records;
3. Thence along the northeasterly line of said lands of San Mateo Union High School District, and the southwesterly line of said map and its southeasterly extension, South 40°48'23" East, a distance of 1071.01 feet, to the most easterly corner of said Deed from Carolan (Liber 34 Page 128);
4. Thence along the southeasterly line of said Deed, South 49°25'07" West, a distance of 793.34 feet, to the Point of Beginning.

Containing a gross area of 1,068,665 sq.ft./24.53317 acres, more or less.

As shown on that certain Record of Survey which was filed for record in Volume 35 of LLS Maps, pages 97-98 on April 7th, 2011, San Mateo County records

END OF DESCRIPTION

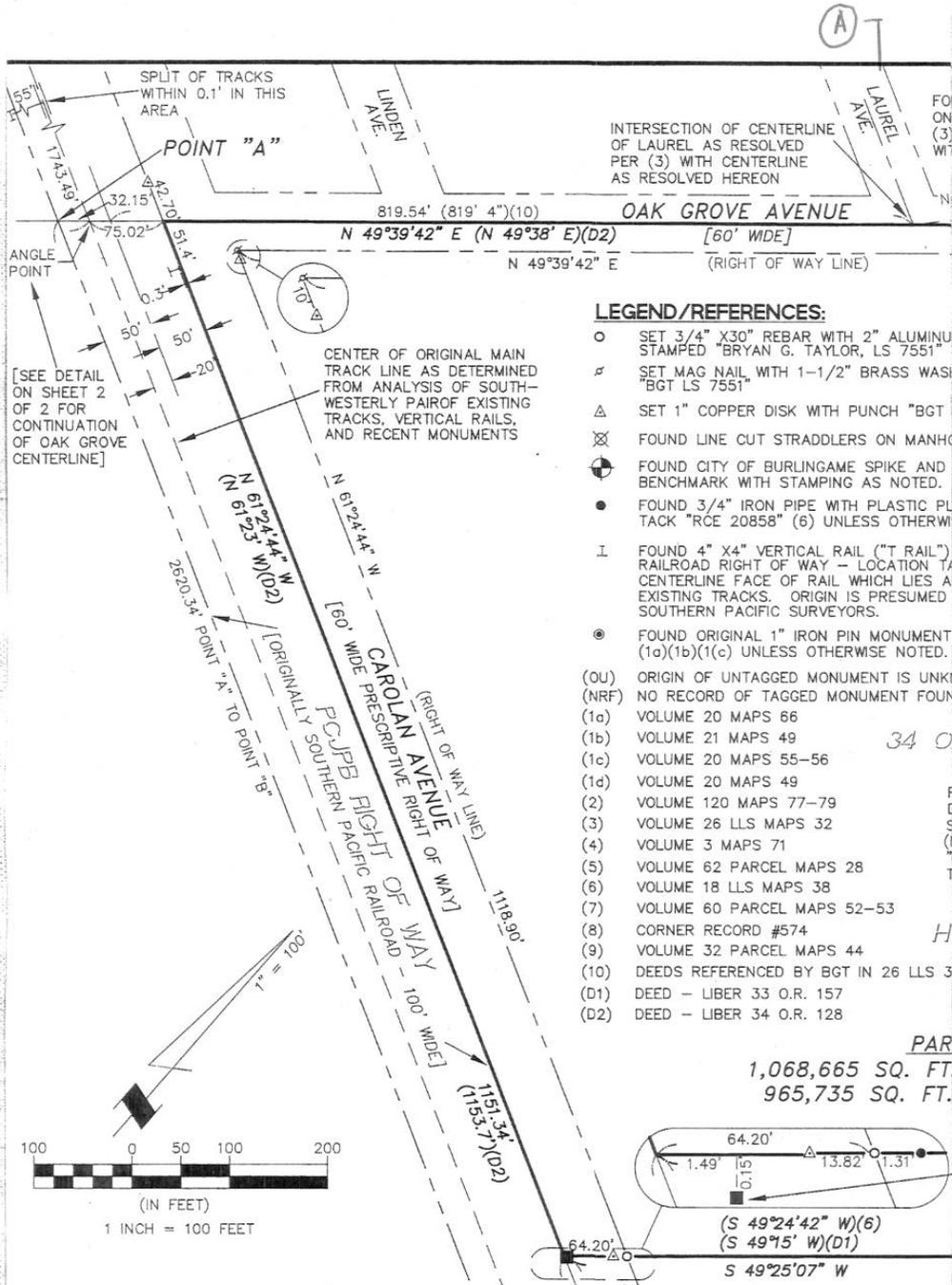
This description was prepared by me or under my direct supervision.


Bryan G. Taylor, PLS
License No. 7551, Expires 12/31/11



25 APRIL 2011
Date

Exhibit A, page 3 of 9 - Legal Description



- LEGEND/REFERENCES:**
- SET 3/4" X30" REBAR WITH 2" ALUMINUM STAMPED "BRYAN G. TAYLOR, LS 7551"
 - ⊕ SET MAG NAIL WITH 1-1/2" BRASS WASHER "BGT LS 7551"
 - △ SET 1" COPPER DISK WITH PUNCH "BGT"
 - ⊗ FOUND LINE CUT STRADDLERS ON MANHOLE
 - ⊙ FOUND CITY OF BURLINGAME SPIKE AND BENCHMARK WITH STAMPING AS NOTED.
 - FOUND 3/4" IRON PIPE WITH PLASTIC PLUG TACK "RCE 20858" (6) UNLESS OTHERWISE NOTED.
 - I FOUND 4" X4" VERTICAL RAIL ("T RAIL") RAILROAD RIGHT OF WAY - LOCATION TAKEN FROM CENTERLINE FACE OF RAIL WHICH LIES ALONG EXISTING TRACKS. ORIGIN IS PRESUMED TO BE SOUTHERN PACIFIC SURVEYORS.
 - ⊙ FOUND ORIGINAL 1" IRON PIN MONUMENT (1a)(1b)(1c) UNLESS OTHERWISE NOTED.
 - (OU) ORIGIN OF UNTAGGED MONUMENT IS UNKNOWN
 - (NRF) NO RECORD OF TAGGED MONUMENT FOUND
 - (1a) VOLUME 20 MAPS 66
 - (1b) VOLUME 21 MAPS 49
 - (1c) VOLUME 20 MAPS 55-56
 - (1d) VOLUME 20 MAPS 49
 - (2) VOLUME 120 MAPS 77-79
 - (3) VOLUME 26 LLS MAPS 32
 - (4) VOLUME 3 MAPS 71
 - (5) VOLUME 62 PARCEL MAPS 28
 - (6) VOLUME 18 LLS MAPS 38
 - (7) VOLUME 60 PARCEL MAPS 52-53
 - (8) CORNER RECORD #574
 - (9) VOLUME 32 PARCEL MAPS 44
 - (10) DEEDS REFERENCED BY BGT IN 26 LLS 3
 - (D1) DEED - LIBER 33 O.R. 157
 - (D2) DEED - LIBER 34 O.R. 128

SURVEYOR'S STATEMENT
 THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYORS' ACT AT THE REQUEST OF SAN MATEO UNION HIGH SCHOOL DISTRICT IN SEPTEMBER, 2010.

COUNTY SURVEYOR'S STATEMENT
 THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8766 OF THE PROFESSIONAL LAND SURVEYORS' ACT THIS 29TH DAY OF MARCH, 2011.



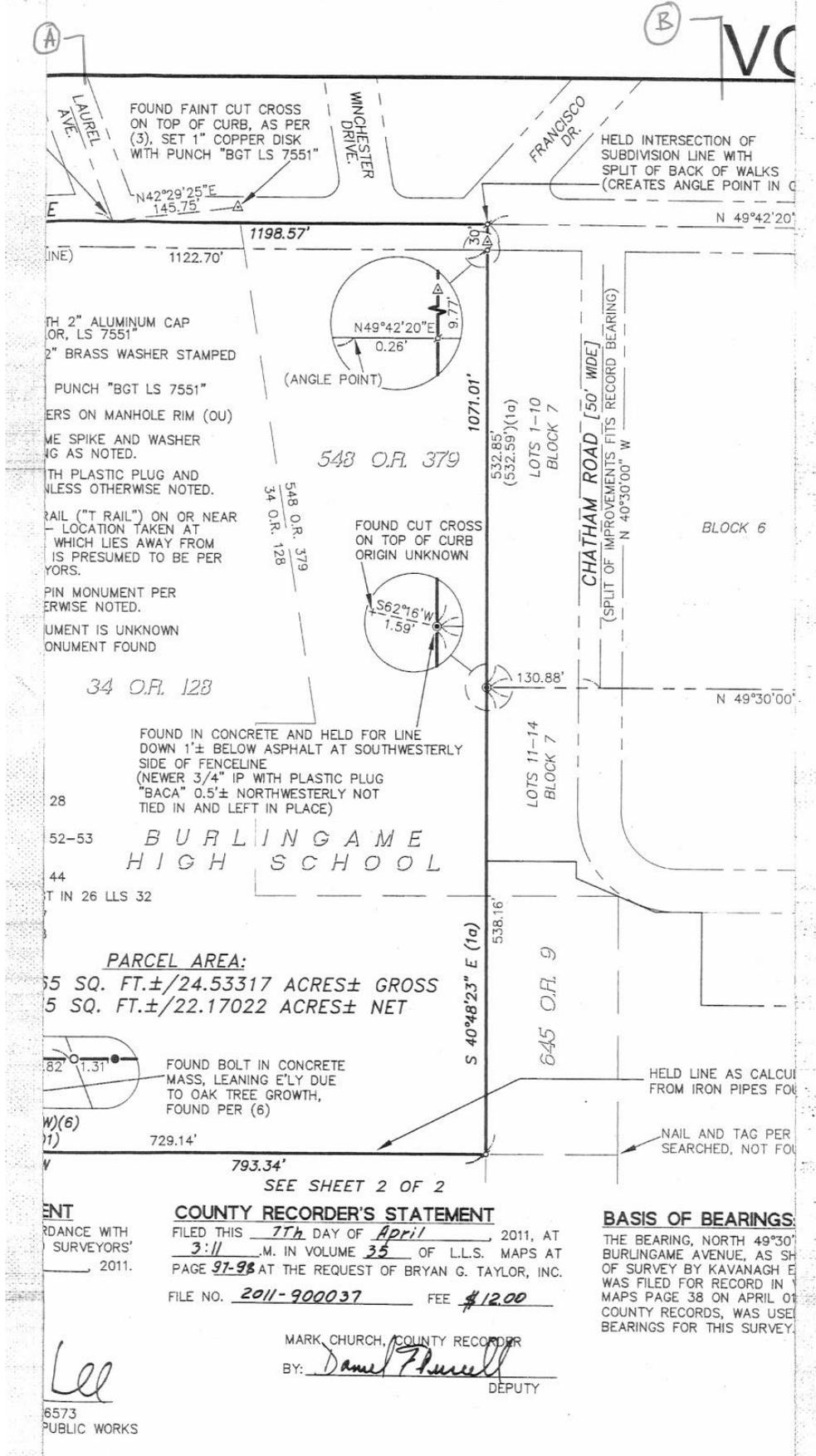
BRYAN G. TAYLOR L.S. #7551
 LICENSE EXPIRES DEC. 31, 2011



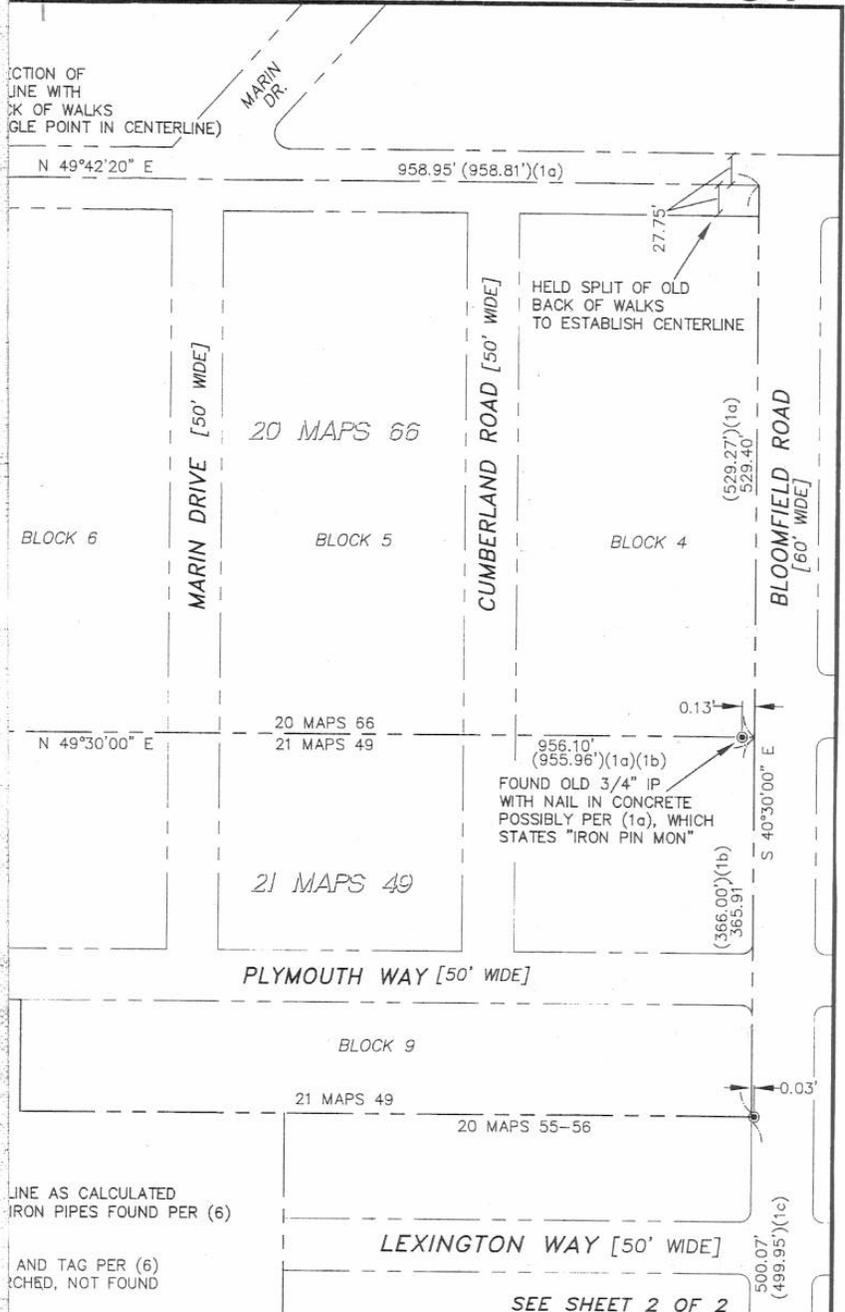
Brian C. Lee
 BRIAN C. LEE, R.C.E. 26573
 DEPUTY DIRECTOR OF PUBLIC WORKS

PAR
 1,068,665 SQ. FT.
 965,735 SQ. FT.

Exhibit A, page 4 of 9 - Legal Description



VOL. 35 PG. 97



BEARINGS:
NORTH 49°30'00" EAST, OF
AVENUE, AS SHOWN ON THE RECORD
BY KAVANAGH ENGINEERING, WHICH
RECORD IN VOLUME 18 OF LLS
88 ON APRIL 01, 1998, SAN MATEO
ORDS, WAS USED AS THE BASIS OF
THIS SURVEY.

RECORD OF SURVEY
R/S NO. 2207
LANDS OF SAN MATEO UNION
HIGH SCHOOL DISTRICT
PER DOCUMENTS 34 O.R. 128 AND 548 O.R. 379
("BURLINGAME HIGH SCHOOL")
BURLINGAME SAN MATEO COUNTY CALIFORNIA
SCALE: 1" = 100' MARCH, 2011

BGT LAND SURVEYING
BRYAN G. TAYLOR, INC.
270 PELICAN COURT FOSTER CITY, CA, 94404
TEL: 650.212.1030 FAX: 650.212.1031

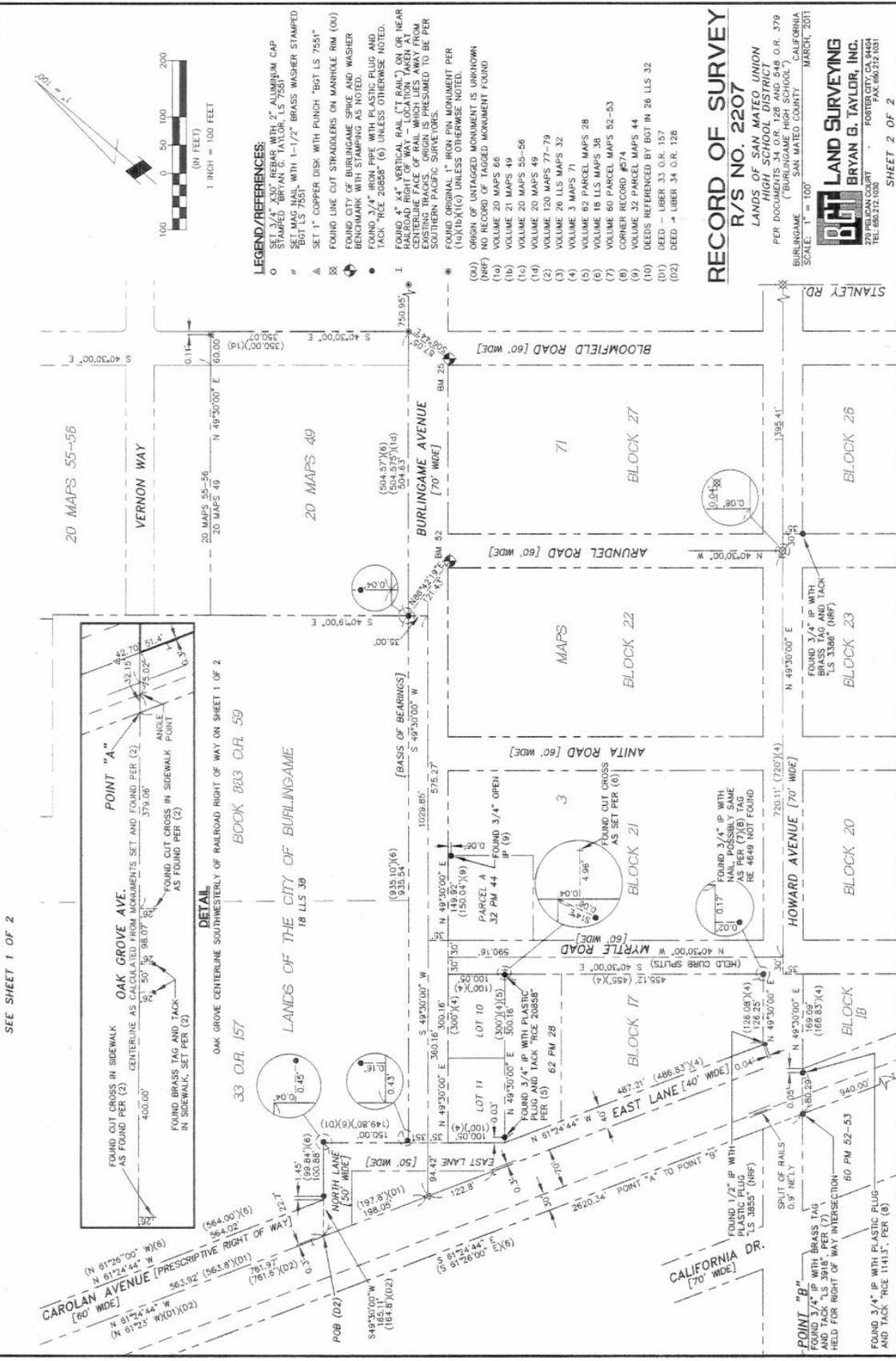


Exhibit A, page 7 of 9 - Legal Description

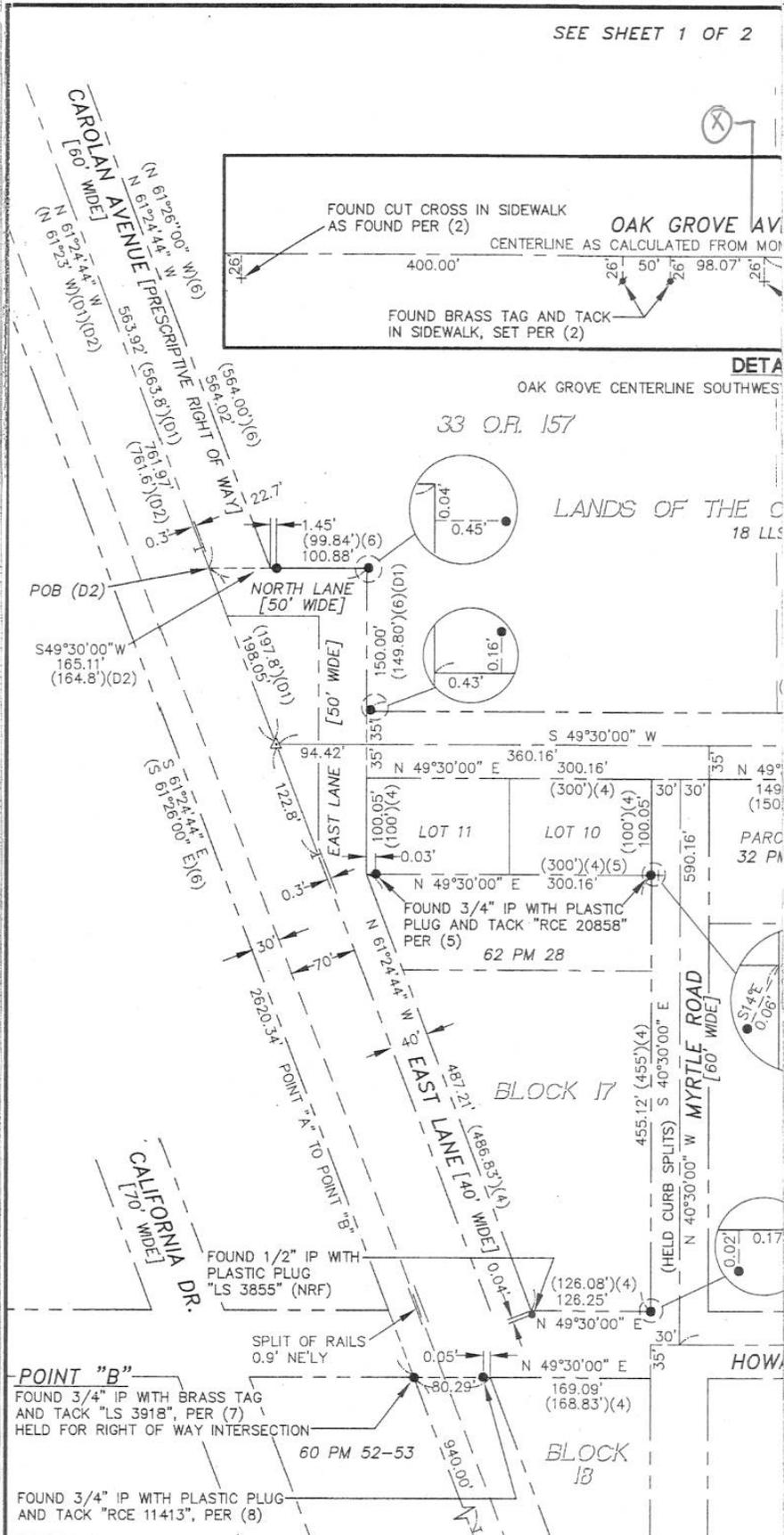
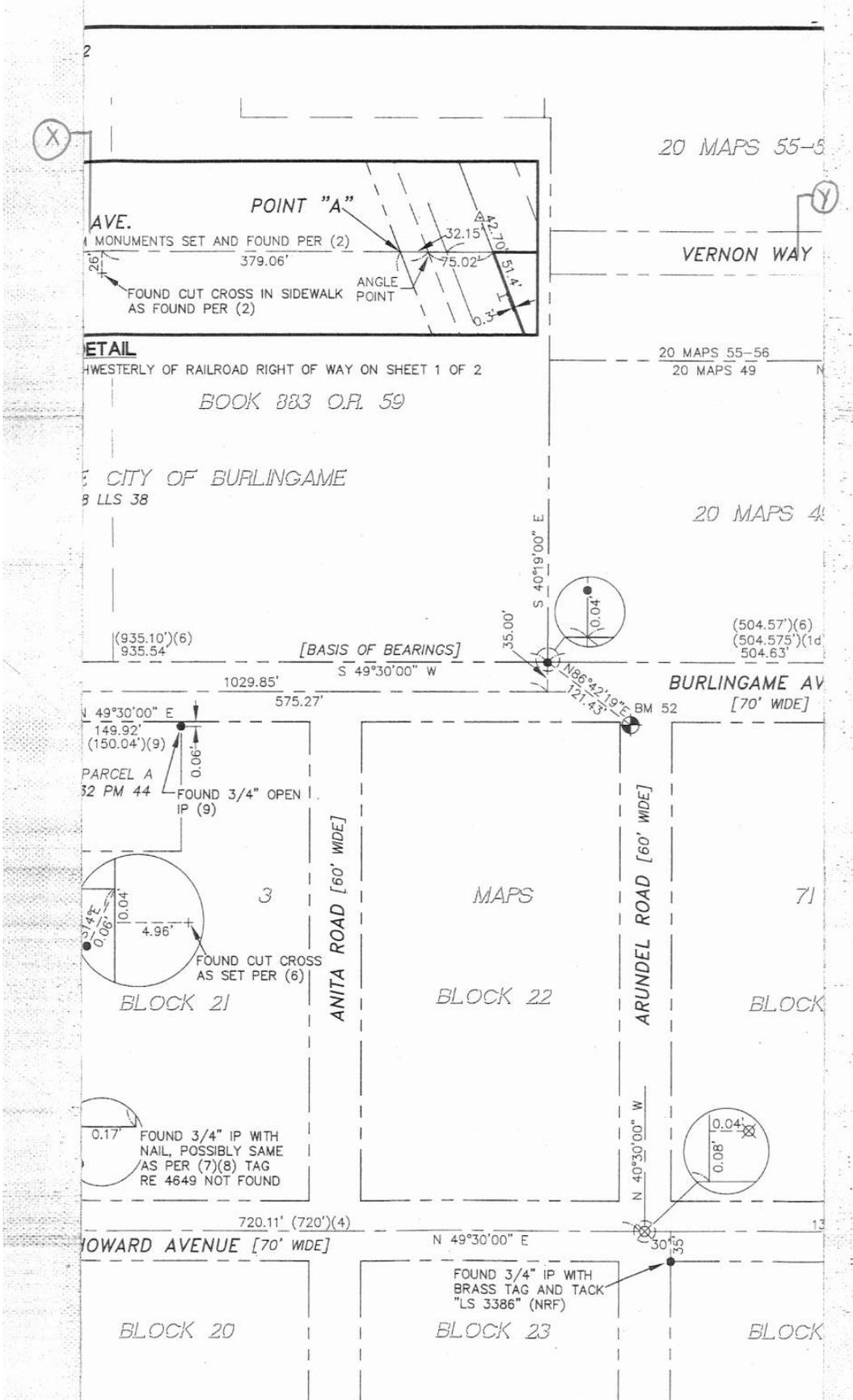
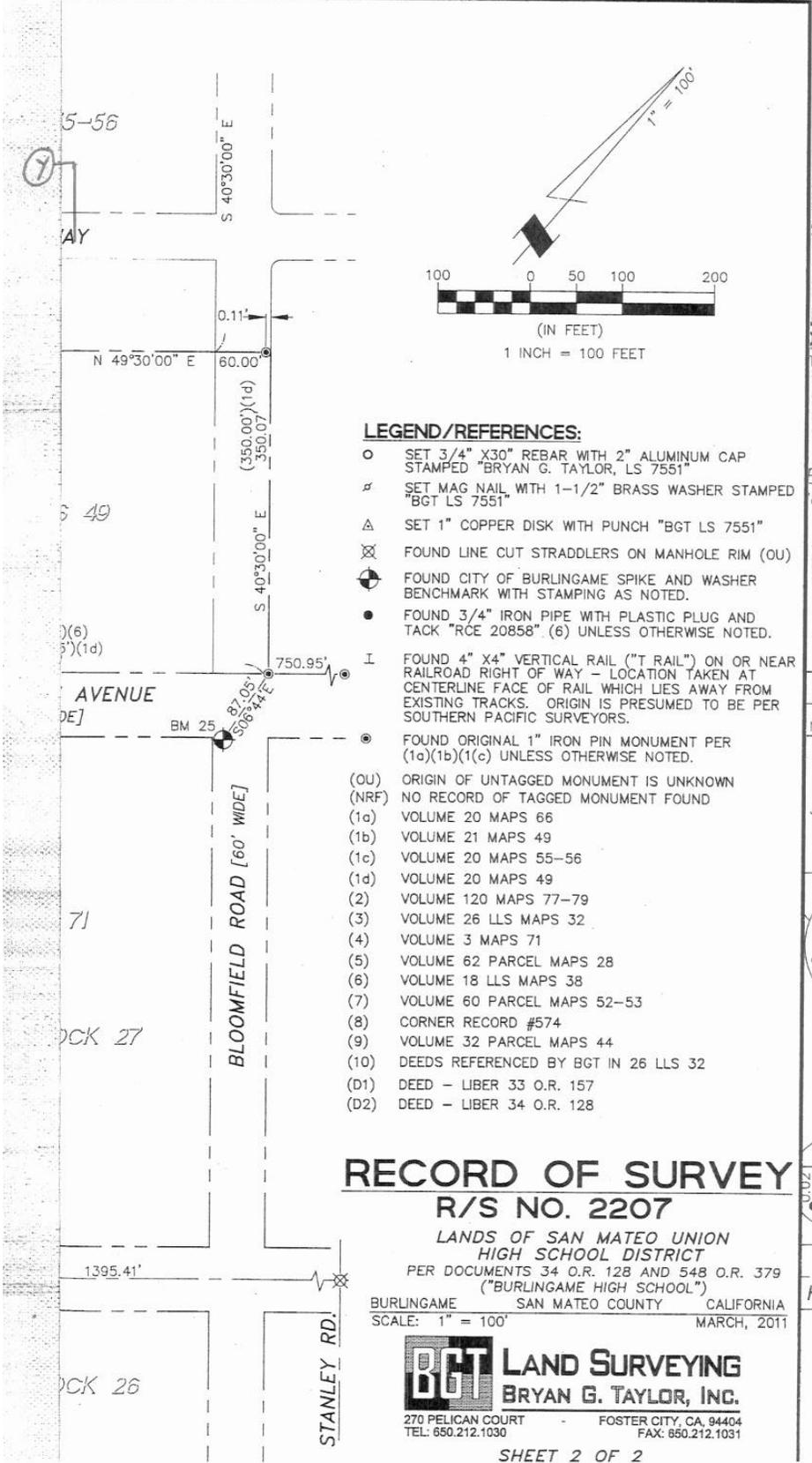


Exhibit A, page 8 of 9 - Legal Description



VOL. 35 PG. 98



LEGEND/REFERENCES:

- SET 3/4" X30" REBAR WITH 2" ALUMINUM CAP STAMPED "BRYAN G. TAYLOR, LS 7551"
- ⊕ SET MAG NAIL WITH 1-1/2" BRASS WASHER STAMPED "BGT LS 7551"
- △ SET 1" COPPER DISK WITH PUNCH "BGT LS 7551"
- ⊗ FOUND LINE CUT STRADDLERS ON MANHOLE RIM (OU)
- ⊙ FOUND CITY OF BURLINGAME SPIKE AND WASHER BENCHMARK WITH STAMPING AS NOTED.
- FOUND 3/4" IRON PIPE WITH PLASTIC PLUG AND TACK "RCE 20858" (6) UNLESS OTHERWISE NOTED.
- I FOUND 4" X4" VERTICAL RAIL ("T RAIL") ON OR NEAR RAILROAD RIGHT OF WAY - LOCATION TAKEN AT CENTERLINE FACE OF RAIL WHICH LIES AWAY FROM EXISTING TRACKS. ORIGIN IS PRESUMED TO BE PER SOUTHERN PACIFIC SURVEYORS.
- ⦿ FOUND ORIGINAL 1" IRON PIN MONUMENT PER (1a)(1b)(1c) UNLESS OTHERWISE NOTED.
- (OU) ORIGIN OF UNTAGGED MONUMENT IS UNKNOWN
- (NRF) NO RECORD OF TAGGED MONUMENT FOUND
- (1a) VOLUME 20 MAPS 66
- (1b) VOLUME 21 MAPS 49
- (1c) VOLUME 20 MAPS 55-56
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- (4) VOLUME 3 MAPS 71
- (5) VOLUME 62 PARCEL MAPS 28
- (6) VOLUME 18 LLS MAPS 38
- (7) VOLUME 60 PARCEL MAPS 52-53
- (8) CORNER RECORD #574
- (9) VOLUME 32 PARCEL MAPS 44
- (10) DEEDS REFERENCED BY BGT IN 26 LLS 32
- (D1) DEED - LIBER 33 O.R. 157
- (D2) DEED - LIBER 34 O.R. 128

RECORD OF SURVEY R/S NO. 2207

LANDS OF SAN MATEO UNION
HIGH SCHOOL DISTRICT
PER DOCUMENTS 34 O.R. 128 AND 548 O.R. 379
("BURLINGAME HIGH SCHOOL")
BURLINGAME SAN MATEO COUNTY CALIFORNIA
SCALE: 1" = 100'
MARCH, 2011

BGT LAND SURVEYING
BRYAN G. TAYLOR, INC.
270 PELICAN COURT - FOSTER CITY, CA, 94404
TEL: 650.212.1030 FAX: 650.212.1031

Exhibit B, page 1 of 2 - Vicinity Map of Burlingame High School

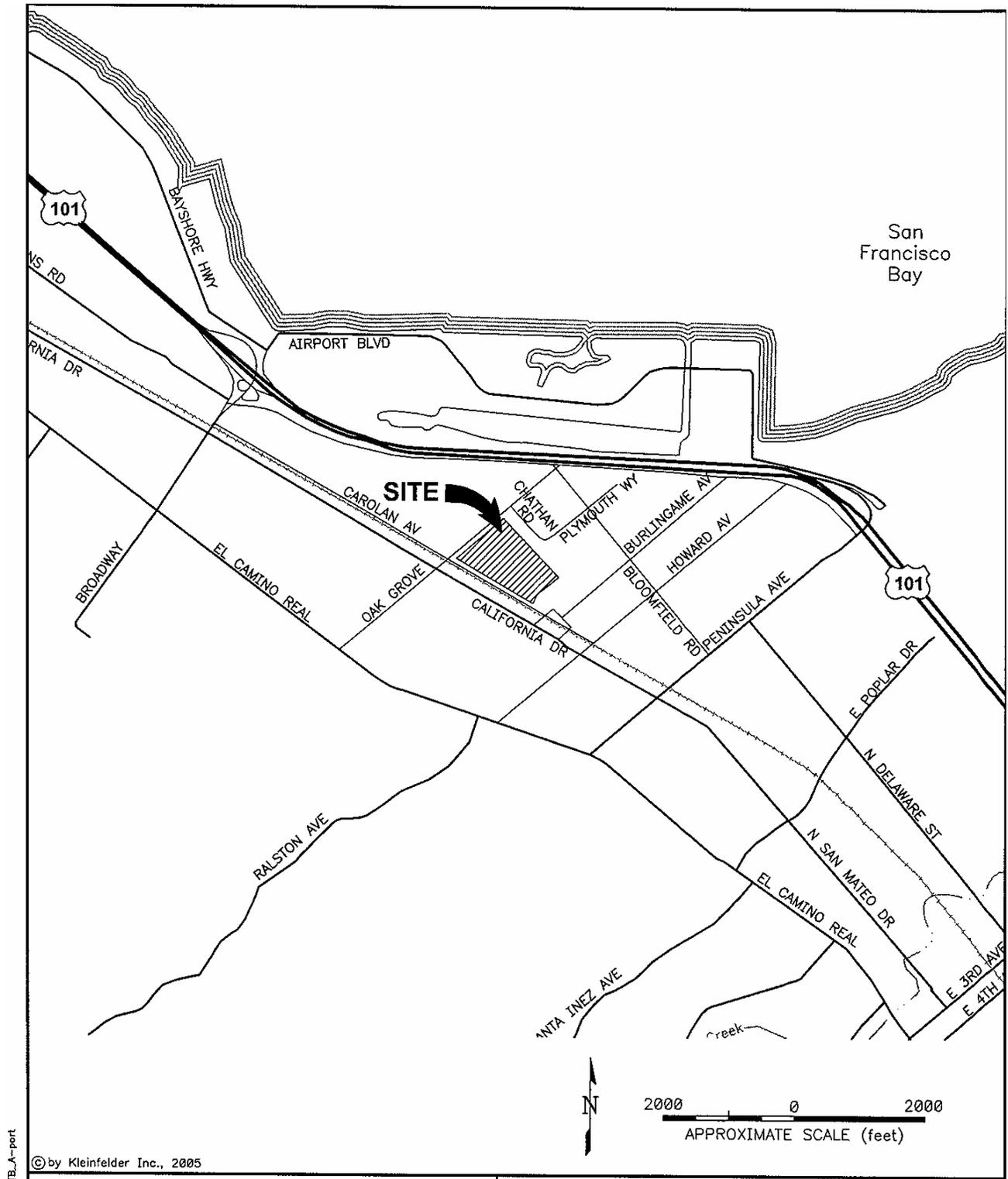


Exhibit B, page 2 of 2 – Assessor's Parcel Map

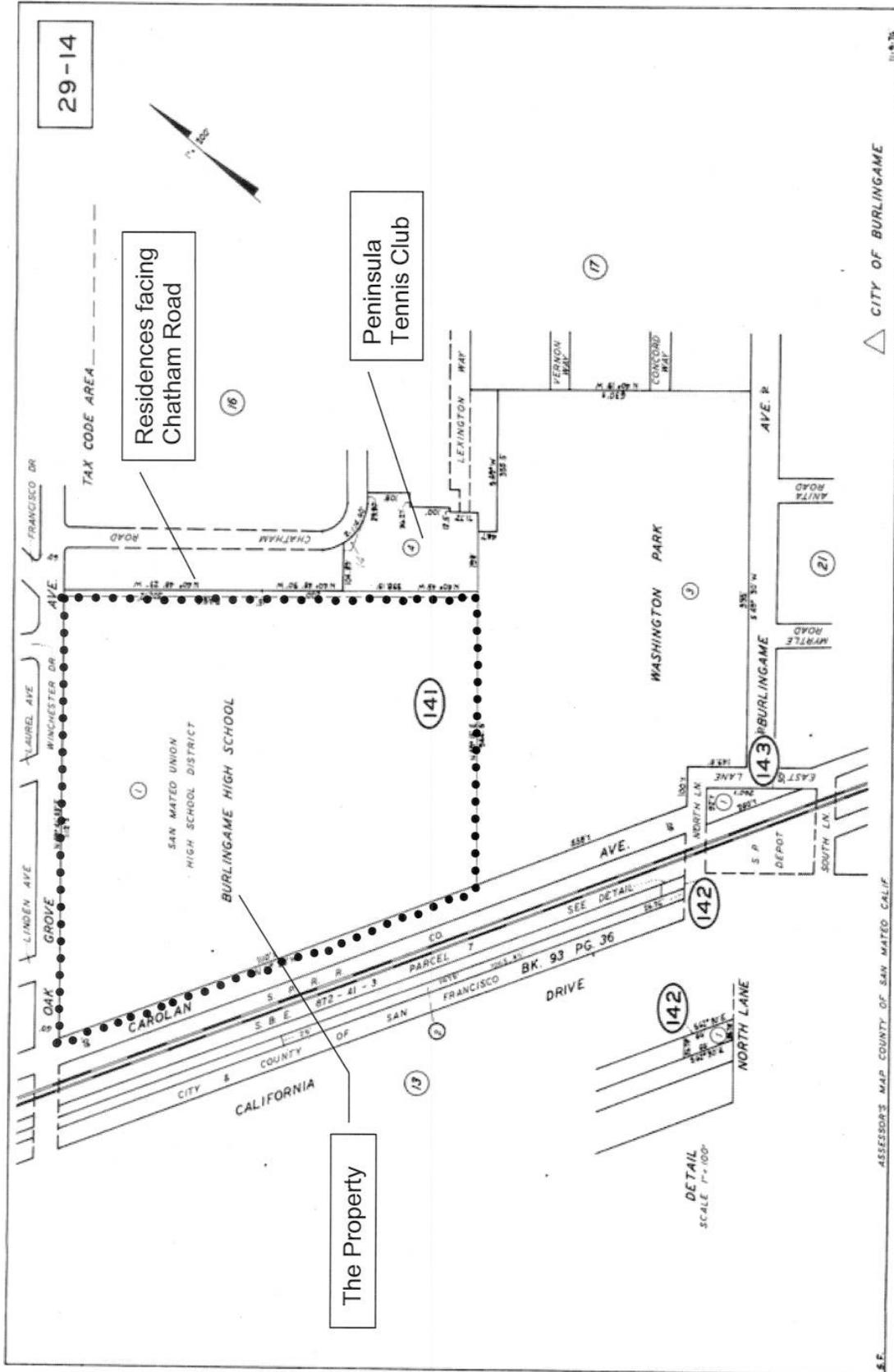


Exhibit C, page 1 of 2 – Description of Capped Areas

Areas under buildings have not been tested or characterized, and will require additional testing to assess the risk associated with those soils.

The following areas are locations on the campus where the native soil contains arsenic concentrations greater than the Site cleanup screening level of 19.7 mg/kg. To reduce exposure to students and staff these areas are covered or capped. Below are descriptions of the various caps for each of the areas:

- **Area C:** These areas are capped by landscape (i.e., plants, bark, wood chips) or asphalt or concrete.
- **Area D2:** This area is capped by approximately 24 inches of clean fill and decomposed granite. The interface between native soil containing elevated arsenic and the clean fill is marked with a warning barrier consisting of orange plastic fencing.
- **Area E:** These areas are capped with approximately 3 inches of clean fill. The interface between native soil containing elevated arsenic and clean fill is marked with a warning barrier consisting of wire mesh.
- **Area F1:** These areas are capped by approximately 4 inches of concrete (sidewalk) or 4 inches of concrete overlying 4 inches of compacted aggregate base (parkway), for a total cap thickness of approximately 4 to 8 inches. In areas with aggregate base under the concrete (i.e., the parkway), buried orange plastic fence marks the interface between clean fill (aggregate base) and native soil containing elevated arsenic.
- **Area F2:** Except for around the trees, this area is capped by approximately 4 inches of concrete (sidewalk) or 4 inches of concrete overlying 4 inches of compacted aggregate base (parkway), for a total cap thickness of approximately 4 to 8 inches. In areas with aggregate base under the concrete (i.e., the parkway), buried orange plastic fence marks the interface between clean fill (aggregate base) and native soil containing elevated arsenic. The areas around trees, in Area F2, are capped by crushed rock that is approximately 4 inches thick. The interface between native soil containing elevated arsenic and clean fill (crushed rock) is marked with a warning barrier consisting of orange plastic fence and geotextile fabric.
- **Area G3:** These areas are capped with approximately 4 inches of asphalt.
- **Area H (Track):** The track area is capped with Synthetic “Brock” turf system comprised of a synthetic fiber, infill material, carpet backing, synthetic composite underlayment, geotextile liner and compacted baserock over compacted native subgrade.

The following are three additional capped areas where excavations took place and some of the excavation sidewalls contain native soil with arsenic above the Site cleanup screening level. At the sidewall interface between native soils containing elevated arsenic and the clean fill, a warning barrier was placed. These three areas are also capped with existing hardscape (i.e., concrete, asphalt).

- **Area B:** A warning barrier consisting of orange plastic fence was placed on the south wall of the excavation prior to back filling.
- **Area D1:** A warning barrier consisting of orange plastic fence was placed on the east wall of the excavation near the gym prior to back filling.
- **Area G2:** A warning barrier consisting of orange plastic fence was placed on the east wall of the excavation prior to back filling.

Exhibit C, page 2 of 2 – Capped Areas
 (All areas listed in the legend are restricted)

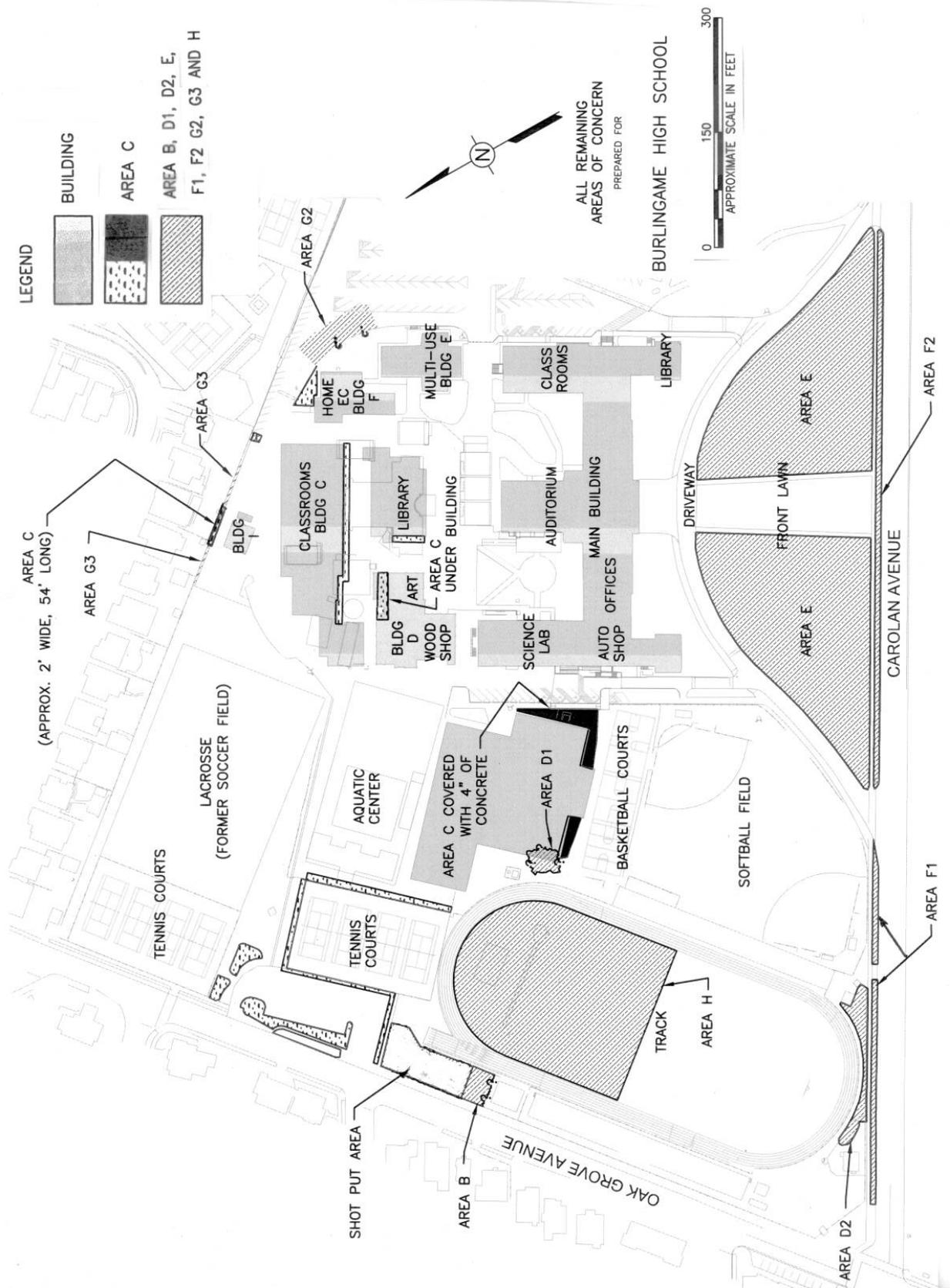


Exhibit D - Typical Cross Sections of Capped Areas

(Adopted from Figure K-1 of the O&M Plan - Locus Technologies, July 10, 2012)

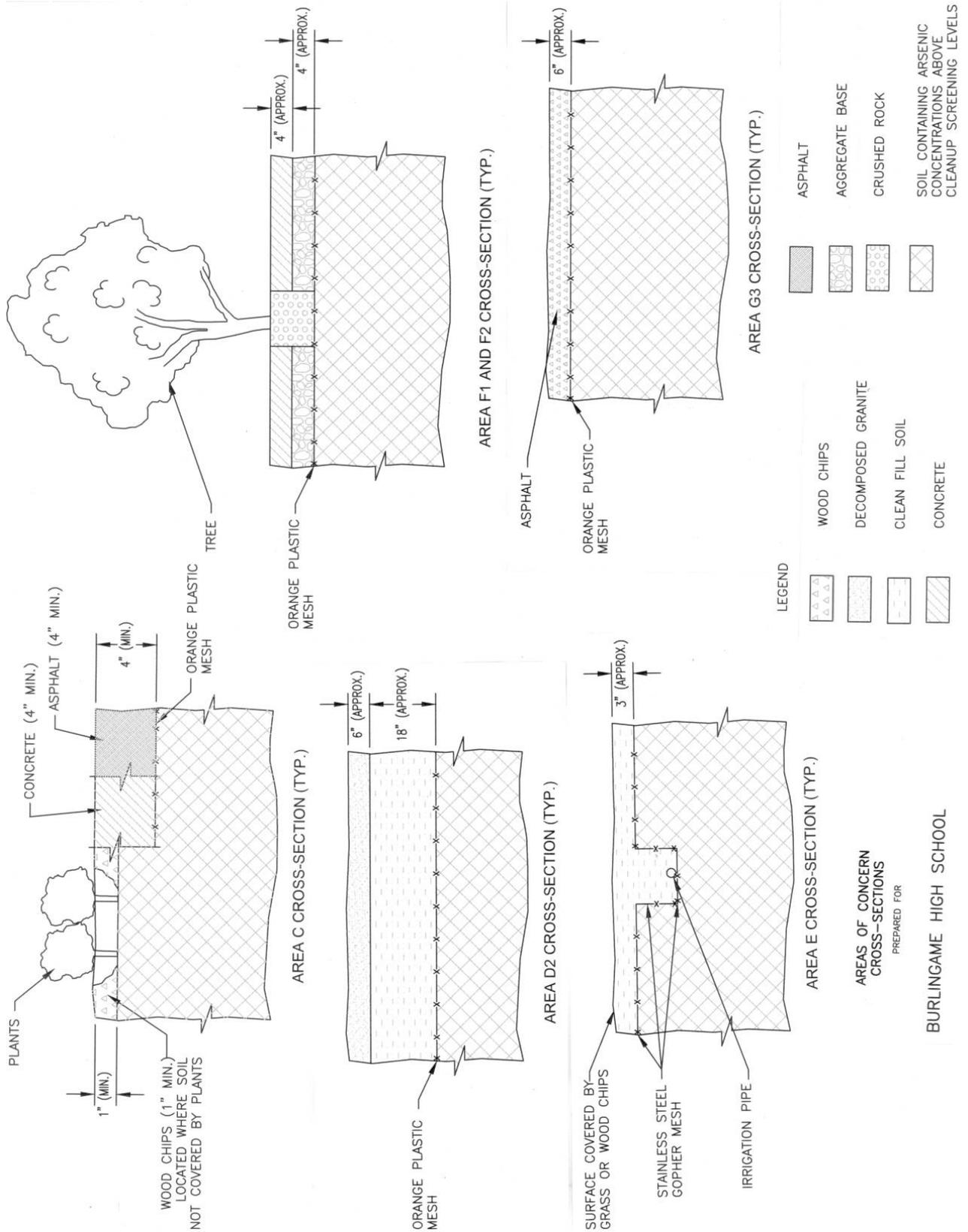


Exhibit E, page 1 of 2 – Land Use Covenant Report Template

Annual Inspection Report for
BURLINGAME HIGH SCHOOL LAND USE COVENANT
Covering July 1, _____ (yr) to June 30, _____(yr)

This annual inspection report (including any attachments) is
due by August 30 of each year

TO: DEPARTMENT OF TOXIC SUBSTANCE CONTROL
ATTN: Burlingame High School, Project Manager
Northern California Schools Unit
Brownfields and Environmental Restoration Program
8800 Cal Center Drive
Sacramento, California 95826

DATE(S) OF INSPECTION: _____
(List all dates)

Owner's Staff conducting inspection: _____
Printed/Typed Name and Title

Inspector's Work Address:

Owner's Work Address: (if different)

SOIL MANAGEMENT AND RESTRICTIONS

1. Did Owner's staff visually inspect the Capped Areas shown in Exhibit "E"? Such visual inspection shall include observation of any structures and any other activity that would disturb the soil at surface or below which would affect the integrity and effectiveness of the cap. Yes No

2. Did Owner's staff check that no activities that disturb the soil (e.g., hand toweling, excavation, grading, removal, trenching, filling, earth movement, mining, or drilling) in the Capped Areas was conducted without a DTSC approved Soil Management Plan? Yes No

3. Did Owner's staff check that any contaminated soils brought to the surface by grading, excavation, trenching or backfilling was managed in accordance with all applicable provisions of state and federal law? Yes No

4. Did Owner's staff check that no drilling for any water, oil, or gas was conducted without prior written approval by the DTSC? Yes No

5. Did the Owner's staff check that no extraction of groundwater, except as approved by the DTSC in a Groundwater Management Plan, was conducted? Yes No

Exhibit E, Page 2 of 2 – Land Use Covenant Report Template

6. Did the Owner's staff check that the Capped Areas were not altered Yes No
without prior written approval by the DTSC?

If you answered **yes** to the questions above, **and found any of the conditions listed**, then **provide** the following information for each and every Covenant violation:

(Use additional sheets as needed).

a) date and time of visit/call

b) contact name

c) location of finding(s)

d) violations, if any, and

e) steps taken to return to compliance

Total number of additional pages attached to this form: _____

Signature of Owner's Staff: _____ **Date:** _____

Owner's Staff conducting inspection: _____

Printed/Typed Name and Title

Contact Information: Phone: _____ Email: _____

Suggested Attachments to Annual LUC Report

(Attachments **required** if violations found. Attachments should document violation and document correction and return to compliance.)

1. Inspection Notes for each Capped Area.
2. Inspection Photos for each Capped Area.
3. DTSC Approval letter(s) (e.g., Soil Management Plan)
4. Manifest records
5. Permit records
6. GPS coordinates for Capped Areas