

ARTICLE I
STATEMENT OF FACTS

1.1. Property Location. The Property that is subject to this Covenant, totaling approximately 0.792 acres, is more particularly described in the attached Exhibit A, "Legal Description", and depicted in Exhibit B, "Plat". The Property is located in the area now generally bounded by parking lots and a gas station to the west and north, Bradford Street to the south, and Main Street to the east. The Property is also identified as County of San Mateo, Assessor Parcel Numbers 052-372-170, 052-372-200, 052-372-240 (portion).

1.2. Remediation of Property. This Property has been investigated and/or remediated under the Department's oversight. The Department approved a Revised Site Assessment Summary and Supplemental Phase II Environmental Site Characterization Report in accordance with Health and Safety Code, division 20, chapter 6.8. Hazardous substances, including polynuclear aromatic hydrocarbons (PAHs) in soil up to 0.487 milligrams per kilogram (mg/kg) and total petroleum hydrocarbons in groundwater at 210 micrograms per liter ($\mu\text{g/l}$), remain at the Property above levels acceptable for unrestricted land use; however, no significant contamination was detected to a depth of 6 feet below ground surface (ft bgs).

1.3. Basis for Environmental Restrictions. As a result of the presence of hazardous substances, which are also hazardous materials as defined in Health and Safety Code section 25260, at the Property, the Department has concluded that it is reasonably necessary to restrict the use of the Property in order to protect present or future human health or safety or the environment, and that this Covenant is required as part of the Department-approved remedy for the Property. The Department has also concluded that the Property, as remediated and when used in compliance with the Environmental Restrictions of this Covenant, does not present an unacceptable risk to present and future human health or safety or the environment.

ARTICLE II
DEFINITIONS

2.1. Department. "Department" means the California Department of Toxic

Substances Control and includes its successor agencies, if any.

2.2. Environmental Restrictions. "Environmental Restrictions" means all protective provisions, covenants, restrictions, requirements, prohibitions, and terms and conditions as set forth in this Covenant.

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

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

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

2.6. Owner. "Owner" or "Owners" means the Covenantor, and any successor in interest including any heir and assignee, who at any time holds title to all or any portion of the Property.

ARTICLE III

GENERAL PROVISIONS

3.1. 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 Civil Code section 1471 and Health and Safety Code section 25355.5; (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.

3.2. Binding upon Owners/Occupants. This Covenant: (a) binds all Owners of the Property, their heirs, successors, and assignees; and (b) the agents, employees, and lessees of the Owners and 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; this Covenant, however, is binding on all Owners and Occupants, and their respective successors and assignees, only during their respective periods of ownership or occupancy except that such Owners or Occupants shall continue to be liable for any violations of, or non-compliance with, the Environmental Restrictions of this Covenant or any acts or omissions during their ownership or occupancy.

3.3. 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.

3.4. Conveyance of Property. The Owner and any new Owner shall provide Notice to the Department not later than 30 calendar days after any conveyance or receipt of any ownership interest in the Property (excluding Leases, and mortgages, liens, and other non-possessory encumbrances). The 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(s) noted on page one. If the new Owner's property has been assigned a different Assessor Parcel Number, each such Assessor Parcel Number 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.

3.5. Costs of Administering the Covenant to Be Paid by Owner. The Department has already incurred and will in the future incur costs associated with 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, implementing and enforcing this Covenant.

ARTICLE IV

RESTRICTIONS AND REQUIREMENTS

4.1. Soil Management. Soil management activities at the Property are subject to the following requirements in addition to any other applicable Environmental Restrictions:

- (a) No activities that will disturb the soil at or below five feet below ground surface (e.g., excavation, grading, removal, trenching, filling, earth movement, mining, or drilling) shall be allowed at the Property without a Soil Management Plan pre-approved by the Department in writing.
- (b) Any soil brought to the surface by grading, excavation, trenching or backfilling shall be managed in accordance with all applicable provisions of state and federal law.

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

- (a) Drilling for any water, oil, or gas without prior written approval by the Department.
- (b) Extraction or removal of groundwater without a Groundwater Management Plan pre-approved by the Department in writing.

4.3. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, investigation, remediation, monitoring, and other activities as deemed necessary by the Department in order to protect human health or safety or the environment.

4.4. Access for Implementing Operation and Maintenance. The entity or person responsible for implementing the operation and maintenance activities, if any, shall have reasonable right of entry and access to the Property for the purpose of implementing such operation and maintenance activities until the Department determines that no further operation and maintenance activity is required.

4.5. 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 January 15th 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. The annual inspections will be documented on the annual inspection form found in Exhibit C, "Annual Inspection Form". It also shall describe how the observations that were the basis for the statements and conclusions in the annual inspection report were performed (e.g., drive by, fly over, walk in, etc.). If any violation is noted, the annual inspection report must detail the steps taken to correct the violation and return to compliance. If the Owner identifies any violations of this Covenant during the annual inspection or at any other time, the Owner must within 10 calendar days of identifying the violation: (a) determine the identity of the party in violation; (b) send a letter advising the party of the violation of the Covenant; and (c) demand that the violation cease immediately. Additionally, a copy of any correspondence related to the violation of this Covenant shall be sent to the Department within 10 calendar days of its original transmission.

4.6. Five-Year Review. In addition to the annual reviews noted above, after a period of five (5) years from the date this Covenant was recorded and every five (5) years thereafter, Owner shall submit a Five-Year Review report documenting its review of the remedy implemented and its evaluation to determine if human health and the environment are being adequately protected by the remedy as implemented. The report

shall describe the results of all inspections, sampling analyses, tests and other data generated or received by Owner and evaluate the adequacy of the implemented remedy in protecting human health and the environment. As a result of any review work performed, DTSC may require Owner to perform additional review work or modify the review work previously performed by Owner.

ARTICLE V
ENFORCEMENT

5.1. 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, such as failure to submit (including 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, REMOVAL AND TERM

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

6.2. Removal of Environmental Restrictions. Any person may apply to the Department to remove any of the Environmental Restrictions imposed by this Covenant or terminate the Covenant in its entirety. Such application shall be made in accordance with Health and Safety Code section 25224.

6.3 Term. Unless ended in accordance with paragraph 6.2, 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 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.

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

7.3. 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) five calendar days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner:

MP Bradford Associates, L.P.
c/o MidPen Housing Corp.
303 Vintage Park Drive, Suite 250
Foster City, California 94404
Attn: Assistant Secretary

And

To Department:

Branch Chief
Site Mitigation and Restoration Program
Department of Toxic Substances Control
700 Heinz Avenue
Berkeley, California
94710

Any party may change its address or the individual to whose attention a Notice is to be sent by giving advance written Notice in compliance with this paragraph.

7.4. 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

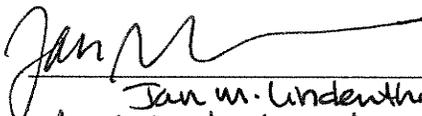
this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.5. Statutory References. All statutory or regulatory references include successor provisions.

7.6. Incorporation of Exhibits. All exhibits and attachments to this Covenant are incorporated herein by reference.

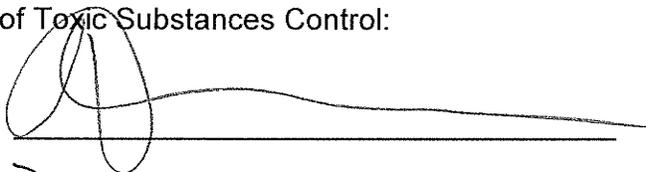
IN WITNESS WHEREOF, the Covenantor and the Department hereby execute this Covenant.

Covenantor: MP Bradford Associates, L.P.

By: 
Title: Jan M. Lindenthal
Assistant Secretary
Date: 1/3/2019

Department of Toxic Substances Control:

By:



DANIEL MURPHY
Branch Chief

Site Mitigation and Restoration Program

Date: 4/4/2019

ACKNOWLEDGMENT

California All-Purpose Acknowledgment

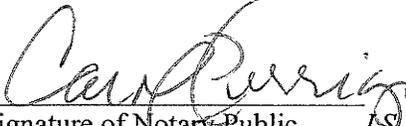
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }}
County of San Mateo }} ss.

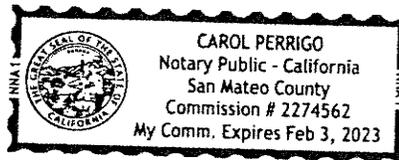
On April 3, 2019 before me, Carol Perrigo, Notary Public, personally appeared Jan M. Lindenthal, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(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 of Notary Public LS

Carol Perrigo



Attached Loose Certificate, Acknowledgment for document:

Arroyo Green - Land Use Covenant & Agr Environmental Restrictions

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Alameda

On 4/4/2019 before me,

Leslie Michelle Johnson, Notary Public

(space above this line is for name and title of the officer/notary),

personally appeared Daniel Murphy, 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,

Leslie M. Johnson (seal)

Signature of Notary Public

Leslie Michelle Johnson

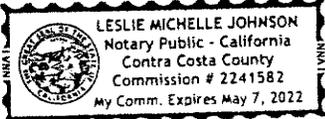


EXHIBIT A

PROPERTY LEGAL DESCRIPTION

LEGAL DESCRIPTION FOR
707-777 BRADFORD STREET
APN's 052-372-170, 052-372-200, 052-372-240 (Portion)

Lands to Be Conveyed From City of Redwood City
To MP Bradford Associates, L.P.

All that real property situate in the City of Redwood City, County of San Mateo, State of California, described as follows

BEING all of the lands conveyed to the City of Redwood City, a charter city and municipal corporation as shown in Grant Deeds recorded in Document Nos. 2011-028358 and 2011-028359, recorded March 9, 2011, San Mateo County Records, and a portion of the lands conveyed to the City of Redwood City as Trustee by deed recorded in Reel 7759, Image 919, recorded July 5, 1978, San Mateo County Records, the combined lands of said deeds being referred to in this description as 707-777 Bradford Street, and being further described as follows

BEGINNING at a point on the monument line 5.00 feet Northerly of the centerline of Bradford Street, from which a brass disc with punch set in concrete in a monument well at the intersection of said monument line with the centerline of Main Street bears, North $86^{\circ} 33' 48''$ East, 376.79 feet distant, and from which point a brass disc with punch set in concrete in a monument well on said monument line at a point in the intersection of Bradford Street and Jefferson Avenue bears, South $86^{\circ} 33' 48''$ West, 168.26 feet distant, as said monuments are shown on that certain Parcel Map recorded in Volume 70 of Parcel Maps, at Page 68, San Mateo County Records; thence from said point of beginning, North $3^{\circ} 26' 12''$ West, 35.00 feet, to the Northerly sideline of Bradford Street, and the TRUE POINT OF BEGINNING of this description, said point also being the Southwest corner of Parcel One as shown on that certain Parcel Map recorded in Volume 23 of Parcel Maps, at Page 50, San Mateo County Records; thence leaving the sideline of Bradford Street and along the West boundary of said Parcel One, along a line parallel with the Easterly sideline of Jefferson Avenue

1. North $3^{\circ} 26' 02''$ West, 187.67 feet, to the Northwest corner of said Parcel One; thence along the Northerly boundary of said Parcel One
2. North $89^{\circ} 07' 18''$ East, 7.01 feet, to a Northeasterly boundary of the Pulgas Rancho, and a Southwesterly corner of the lands conveyed to Vista Marin LLC as shown in the Grant Deed recorded July 31, 1998, in Document No. 98-120411, San Mateo County Records; thence along the Northerly boundary of said Parcel One, along said Rancho boundary and along said boundary of Vista Marin
3. South $58^{\circ} 26' 47''$ East, 42.48 feet, to an angle point; thence leaving said boundary of Parcel One and said Rancho boundary and continuing along a Southeasterly boundary of said lands of Vista Marin
4. North $57^{\circ} 42' 58''$ East, 78.96 feet to the common boundary line of the lands of Vista Marin LLC, and the lands of Chevron U.S.A., Inc., a California Corporation per Grant

Deed recorded in Volume 5285 of Official Records, at Page 403, San Mateo County Records; thence along the Southeasterly line of said lands of Chevron

5. North 57° 42' 58" East, 109.91 feet to an angle point; thence leaving the Southeasterly line of said lands of Chevron USA
6. South 32° 17' 02" East, 11.76 feet to an angle point and the beginning of a non-tangent curve to the left, from which a tangent line bears, South 38° 19' 24" West; thence
7. Along said curve to the left, having a radius of 175.20 feet, through a central angle of 41° 46' 45", for an arc length of 127.75 feet to a point of tangency; thence
8. South 3° 27' 21" East, 52.71 feet to the Northeasterly boundary of the Pulgas Rancho, and the Northeasterly boundary of said lands of the City of Redwood City per Doc. 2011-028359; thence along said common Northeasterly boundary
9. South 58° 26' 47" East, 15.62 feet to the Northeast corner of said last mentioned lands of the City of Redwood City; thence leaving said Rancho boundary and along the Easterly boundary of said lands of the City of Redwood City
10. South 3° 26' 12" East, 15.39 feet to an angle point; thence at right angles
11. South 86° 33' 48" West, 10.00 feet to an angle point; thence at right angles
12. South 3° 26' 12" East, 50.03 feet to a point on the Northerly sideline of Bradford Street, 80 feet wide; thence leaving said Easterly boundary, and along the Southerly boundary of said lands of the City of Redwood City per Docs. 2011-028359 and 2011-028358
13. South 86° 33' 48" West, 171.22 feet to the TRUE POINT OF BEGINNING.

Containing 34,502 square feet or 0.792 acres, more or less.

The above-described parcel is shown on the plat entitled, "Plat of 707-777 Bradford Street", attached hereto and made a part hereof.

Description prepared by BKF Engineers, in January 2019.

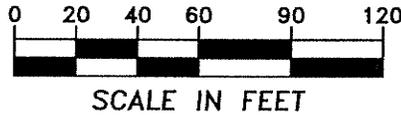
Signed David Darling 1/31/2019
Date



EXHIBIT B

PLAT

LINE TABLE		
NO.	DIRECTION	LENGTH
L1	N89°07'18"E	7.01'
L2	S58°26'47"E	42.48'
L3	S32°17'02"E	11.76'
L4	S03°27'21"E	52.71'
L5	S58°26'47"E	15.62'
L6	S03°26'12"E	15.39'
L7	S86°33'48"W	10.00'
L8	S03°26'12"E	50.03'

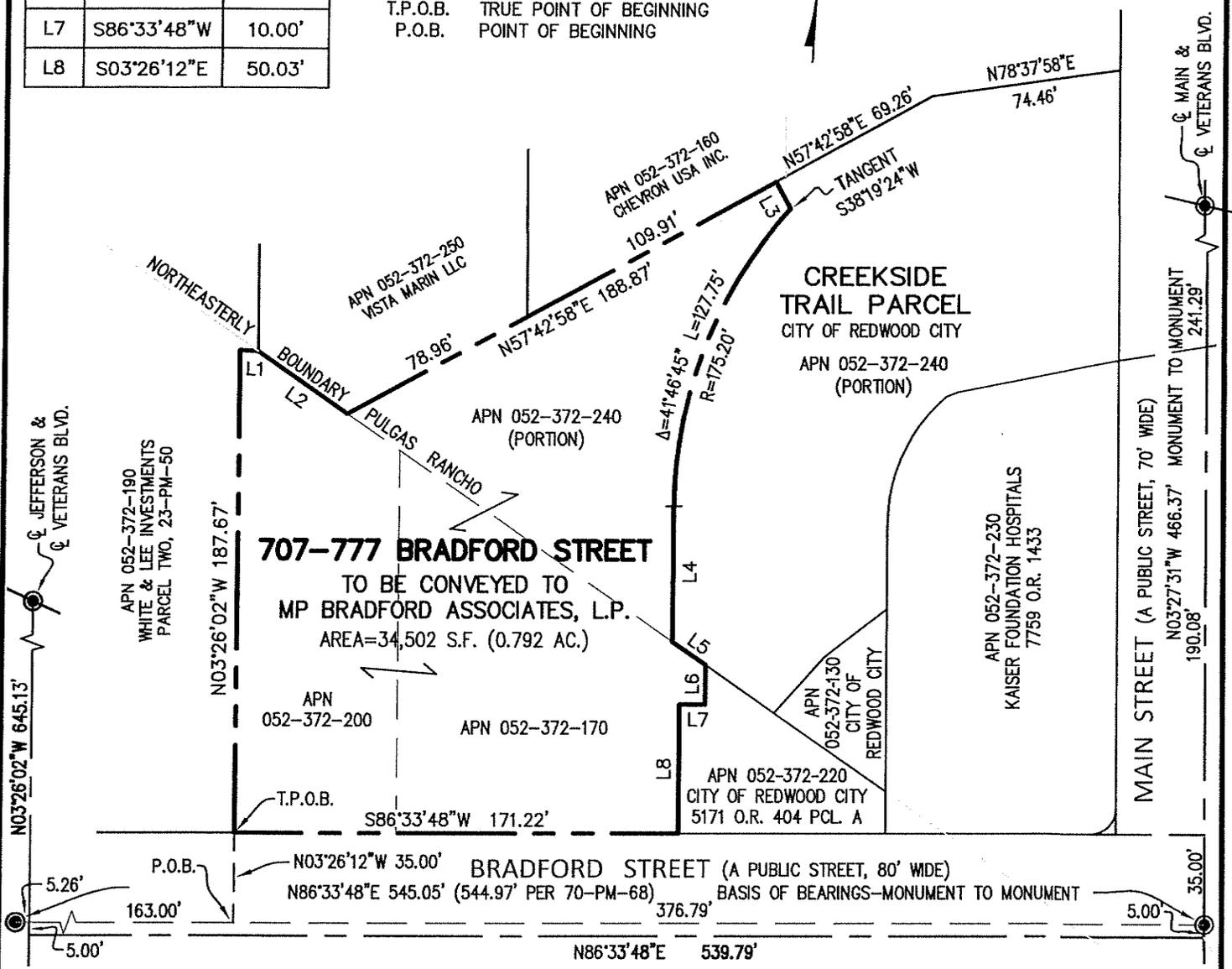


LINETYPE LEGEND

- SUBJECT PROPERTY LINE
- ADJOINER PROPERTY LINE
- CENTERLINE OF RIGHT OF WAY
- T.P.O.B. TRUE POINT OF BEGINNING
- P.O.B. POINT OF BEGINNING



David Darling



K:\2016\166073_BRADFORD_ST_RWC\SUR\DWG\PLATS\MIDPEN PARCEL PLAT.DWG

PLOT TIME: 01-31-19 PLOTTED BY: dard



1730 N. FIRST STREET
SUITE 600
SAN JOSE, CA 95112
408-467-9100
408-467-9199 (FAX)

Subject PLAT OF 707-777 BRADFORD STREET
 APN's 052-372-170, 052-372-200, 052-372-240 (PORTION)
 JOB No. 20166073
 By DH Date 1-31-19 Chkd. DSD
 SHEET 1 OF 1

EXHIBIT C

ANNUAL INSPECTION FORM

**LAND USE COVENANT
ANNUAL INSPECTION REPORT**

Site name: Bradford Street Parcels

Site address:

Current Site owner:

Date and times of inspection:

Name(s) of individual(s) who performed inspection:

How inspection observations were made (e.g. drive-by, fly-over, walk-in):

1. Has there been any disturbance of the soil at or below five feet below ground surface (e.g. excavation, grading, removal, trenching, filling, earth movement, mining, or drilling) that occurred on the restricted Property without a DTSC-approved Soil Management Plan or was there evidence of soil disturbance observed during the inspection?
 Yes No

2. Has there been any drilling for any water, oil, or gas without prior written approval by the Department?
 Yes No

3. Has there been any extraction or removal of groundwater without a DTSC-approved Groundwater Management Plan?
 Yes No

If the response to any of the above questions is yes, describe the circumstances:

Detail the steps to be taken to correct any area of non-compliance and to return to compliance with the Land Use Covenant:

Photos should be attached to the report that show the use and condition of the restricted Property at the time of the inspection.

I certify under penalty of law that this document and all attachments were prepared by me or under my direction or supervision. With the exception of any areas of non-compliance noted above, all uses and activities on the restricted Property were found to be in compliance with the restrictions and requirements of the Land Use Covenant. Based on my personal knowledge or inquiry of the person or persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete.

Signature of Property Owner or Representative

Date

Print Name

Title