

SP 9-1736-DZ
ACCOMMODATION ONLY

K933 PAGE 959

Recording Requested by and
When Recorded Return to:

10113311

Schlumberger Technology Corporation
c/o Landels, Ripley & Diamond
450 Pacific Avenue
San Francisco, California 94133

REC FEE	15
RMF	13
MICRO	1
LIEN	
CHRG	
PRPR	

Recorded at the request of
SANTA CLARA LAND TITLE CO.

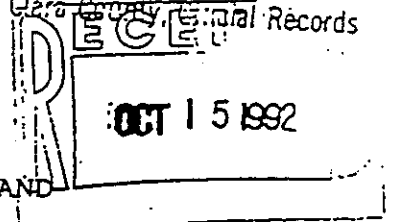
MAY 17 1992 8:00
A.M.

Attn.: Thomas D. Trapp, Esq.

LAURIE KANE, Recorder
Santa Clara County, California Records

ACCOMMODATION ONLY

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS



THIS DECLARATION OF COVENANTS, CONDITIONS AND

RESTRICTIONS ("Declaration") is made this 16 day of May,
1989 by SCHLUMBERGER TECHNOLOGY CORPORATION ("Schlumberger"), a
Texas corporation.

RECITALS

A. Schlumberger is the owner of all of that certain real
property (the "Property") located in the City of San Jose, County
of Santa Clara, State of California, and more particularly
described in Exhibit A, which is attached to and made a part of
this Declaration.

B. The Property is the former site of an electronics
manufacturing facility that was owned and operated by Fairchild
Semiconductor Corporation ("Fairchild"). Operation of the
facility ceased in 1983. Schlumberger, the former parent
corporation of Fairchild, retained ownership of the Property
following its sale of all of the issued and outstanding capital
stock of Fairchild to National Semiconductor Corporation in 1987.

C. In 1981, Fairchild discovered the presence of certain chemicals in soil and groundwater at and in the vicinity of the Property. Immediately following that discovery, Fairchild initiated a subsurface investigation and began implementing interim remedial measures at the Property to remove chemicals from the soil and groundwater and to prevent their further migration. Those interim remedial measures included the construction of a soil-bentonite slurry wall around the perimeter of the Property and the installation and operation of a groundwater extraction and treatment system.

D. Pursuant to Site Cleanup Requirements Order No. 89-16 ("Order No. 89-16"), issued by the Regional Water Quality Control Board for the San Francisco Bay Region ("RWQCB"), Fairchild is conducting soil and groundwater cleanup measures at and in the vicinity of the Property. The remedial program specified in Order No. 89-16 includes continued groundwater extraction to maintain an inward hydraulic gradient within the slurry wall, in-situ aeration of soils within the slurry wall, and treatment of groundwater and air extracted during these processes. Order No. 89-16 also requires Fairchild to arrange for appropriate restrictions on future use of the Property to allow completion of the remedial program.

DECLARATION

Schlumberger declares, in accordance with California Civil Code Section 1468, that the Property is and shall be held,

transferred, sold, conveyed, and occupied by Schlumberger and its successors and assigns subject to the covenants, conditions and restrictions hereinafter set forth, the observance of which shall benefit the Property and any portion thereof.

1. The Grantor of each deed and the Landlord of each ground lease hereafter executed conveying an interest in the Property or any portion thereof shall cause such deed or ground lease to contain the following statement:

The [real property/interest in real property] conveyed by this [deed/ground lease] is subject to that certain Declaration dated May 16, 1989 and recorded on May 17th, 1989 in the Official Records of the County of Santa Clara, State of California as Document No. _____, which Declaration imposes certain covenants, conditions and restrictions on the installation of groundwater wells, excavation or other disturbance of soils, and interference with the operation of remedial program equipment at the real property described herein.

The purchase or ground lease of all or any portion of the Property by a purchaser or ground lessee shall constitute acceptance by such purchaser or ground lessee, and its successors and assigns, of the covenants, conditions and restrictions contained in this Declaration. Any purchaser or ground lessee of all or any portion of the Property shall notify the RWQCB of the purchase or ground lease within 15 days after the close of escrow of the sale or the commencement of the term of the lease.

2. The owner or ground lessee of the Property shall refrain from and prohibit third parties from installing any groundwater well or wells on the Property except in connection

with the remedial program approved by the RWQCB (the "Remedial Program").

3. The owner or ground lessee of the Property shall refrain from and prohibit third parties from excavating or otherwise disturbing soils on the Property below a depth of five feet except in connection with the Remedial Program.

4. The owner or ground lessee of the Property shall refrain from and prohibit third parties from destroying, damaging or otherwise interfering with the operation of Remedial Program equipment on the Property, including but not limited to groundwater extraction wells, groundwater monitoring wells, groundwater treatment equipment, soil aeration equipment and all or any part of the slurry wall surrounding the Property, except to allow the removal of Remedial Program equipment not including the slurry wall following termination of the remedial program.

5. This Declaration shall remain in full force and effect with respect to the Property, or any portion thereof, and shall run with the land until such time as the then-current owner of the Property, or any portion thereof, records a release of the Property, or a portion thereof, from the provisions of this Declaration. Any such release shall contain a sworn statement that the owner of the property to be released has demonstrated, to the reasonable satisfaction of the RWQCB (acting on behalf of all governmental agencies having jurisdiction), that the covenants, conditions and restrictions set forth herein are no longer reasonably necessary for the remedial program for the

K953 PAGE 963

Property, or that portion of the Property, to be released from this Declaration. In addition, any such release shall have attached to the release an acknowledgment by the RWQCB (acting on behalf of all governmental agencies having jurisdiction) of the statements contained in the release. Any such release shall be effective without the concurrence of the owner of any portion of the Property not released or any adjacent property provided that the release conforms to the requirements of this paragraph.

6. With the written concurrence of the RWQCB this Declaration may be amended from time to time in a writing signed by all of the then owners of the Property or any portions of the Property thereof which then remain subject to this Declaration. Any such amendment shall be effective only upon the recording of the amendment, with the written concurrence of the RWQCB attached thereto, in official records of the County of Santa Clara.

7. This Declaration shall be enforced for the mutual benefit of the owners and ground lessees of the Property and for the State of California, by the RWQCB and any successor agency thereto. In addition, Schlumberger or Fairchild shall have the right but no obligation to enforce the covenants, conditions and restrictions contained herein against other or future owners or ground lessees of the Property or any portion thereof. This Declaration shall not create any private right of action against Schlumberger, Fairchild or any owner or ground lessee of the Property or any portion thereof.

8. Within twenty (20) days following receipt of a written request from any owner or ground lessee of the Property or any portion thereof, the RWQCB shall provide to such owner or ground lessee a written statement, substantially in the form attached hereto as Exhibit B, indicating whether to the RWQCB's knowledge such owner or ground lessee is operating in compliance with the provisions of this Declaration, and such confirmation shall be conclusive as of the date prepared. Failure of the RWQCB to provide such a statement within the twenty-day period shall create a conclusive presumption that the RWQCB has no knowledge of any failure of the owner or ground lessee to comply with this Declaration.

This Declaration is executed as of the day and year first above written.

SCHLUMBERGER TECHNOLOGY CORPORATION

By: Charles A. Bostic

Title: Director of Environmental Programs

STATE OF CALIFORNIA)
COUNTY OF Santa Clara) ss.

On the 16 day of March, 1989, before me, the undersigned, a Notary Public, in and for said State, personally appeared Charles A. Sato, and _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as the ~~President and Secretary~~ President and Secretary on behalf of _____ the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.



(SEAL)

Marie E Headley
Notary Public

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT A

LEGAL DESCRIPTION:

REAL property situated in the City of San Jose, County of Santa Clara, State of California, described as follows:

Parcel One

All of Lot 5, as shown upon that certain Map entitled, "Map of the S. Cobb Partition", which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California, on August 28, 1900 in Book I of Maps, at Page 139.

Excepting therefrom that portion thereof as conveyed to Wolverine Development, Inc., a California corporation, by Deed recorded May 19, 1975 in Book B415 Page 600, Official Records and being more particularly described as follows:

Commencing at the most Easterly corner of that certain Map of Tract 4640 recorded in Book 261 of maps at Pages 5 and 6, Santa Clara County Records, said point of commencement as shown on said Map also being the intersection of the centerline of Bernal Road with the monument line of Santa Teresa Boulevard; thence from said point of commencement along said centerline of Bernal Road North $37^{\circ} 00' 26''$ East 1257.72 feet; thence North $52^{\circ} 49' 20''$ West 85.00 feet to True Point of Beginning; thence from said True Point of Beginning North $52^{\circ} 49' 20''$ West 208.34 feet; thence from a tangent which bears South $65^{\circ} 38' 33''$ East on a curve to the right through a central angle of $14^{\circ} 58' 13''$ having a radius of 860.00 feet an arc length of 224.70 feet to a point of compound curvature; thence on a curve to the right through a central angle of $90^{\circ} 00' 00''$ having a radius of 20.00 feet an arc length of 31.42 feet; thence South $37^{\circ} 00' 26''$ West 1.50 feet to the True Point of Beginning.

Also excepting therefrom that portion thereof as conveyed to the City of San Jose, a municipal corporation, by Deed recorded March 10, 1976 in Book B908, Page 202, Official Records and being more particularly described as follows:

LEGAL DESCRIPTION (Continued)

Parcel A:

Beginning at the most Northerly corner of Lot 5, as shown on that certain record of survey of Lot 5 of the S. Cobb Partition which was recorded in Book 272 of Maps, at Page 43, Santa Clara County Records; thence South 53° 02' 00" East along the Northeasterly line of said Lot 5, 690.35 feet to a point on a curve concave to the Northeast, thence Northwesterly along a curve to the right, from a radial bearing of North 8° 58' 24" East, with a radius of 453.00 feet through an angle of 27° 59' 36" an arc distance of 221.32 feet thence North 53° 02' 00" West, tangent to the last mentioned curve, 477.49 feet to a point in the Northwesterly line of said Lot 5; thence North 36° 43' 13" East along said Northwesterly line 53.00 feet to the point of beginning.

Parcel B:

Beginning at the most Southerly corner of Lot 5, as shown on that certain Record of Survey of Lot 5 of S. Cobb Partition as recorded in Book 272 of Maps, at Page 43 of Santa Clara County Records; thence North 36° 47' 45" East along the Southeasterly line of said Lot 5, 692.94 feet to a point on a tangent curve to the left; thence along said tangent curve to the left having a radius of 1,000.00 feet and a central angle of 26° 23' 35", an arc distance of 460.64 feet to a point on the Northeasterly line of said Lot 5; thence leaving said curve North 53° 02' 00" West along said Northeasterly line 73.31 feet to a point on a curve concave to the West at said point having a radial bearing of North 81° 36' 24" West; thence Southerly along said curve concave to the West having a radius of 935.00 feet through a central angle of 28° 24' 09", an arc distance of 463.49 feet to a point of tangency; thence South 36° 47' 45" West 692.49 feet; to the Southwesterly line of said Lot 5; thence South 53° 04' 54" East along said Southwesterly line, 65.00 feet to the point of beginning.

LEGAL DESCRIPTION (Continued)

Parcel C:

Beginning at the most Easterly corner of Lot 5, as shown on that certain Record of Survey of Lot 5, in the S. Cobb Partition, which was filed for record in Book 272 of Maps, at Page 43, Santa Clara County Records; thence South $36^{\circ} 47' 45''$ West along the Southeasterly line of said Lot 5, 444.21 feet to a point of cusp; thence Northerly along a tangent curve concave to the West having a radius of 1,000.00 feet through a central angle of $26^{\circ} 23' 35''$ an arc distance of 460.64 feet to a point in the Northeasterly line of said Lot 5; thence leaving said curve South $53^{\circ} 02' 00''$ West, along said Northeasterly line 104.23 feet to the point of beginning.

Parcel D:

Beginning at the most Southerly corner of Lot 5, as shown on that certain Record of Survey of Lot 5 of the S. Cobb Partition which is recorded in Book 272 of Maps, at Page 43, Santa Clara County Records; thence North $53^{\circ} 04' 54''$ West 65.00 feet; thence North $36^{\circ} 47' 45''$ East 0.10 feet to a point on a tangent curve to the left said point also being the True Point of Beginning of this description; thence along said tangent curve to the left having a radius of 20.00 feet through a central angle of $89^{\circ} 52' 39''$, an arc distance of 31.37 feet to a point of compound curvature; thence continuing along said compound curve to the left having a radius of 860.00 feet through a central angle of $12^{\circ} 23' 58''$ an arc distance of 186.11 feet to a point in the Southwesterly line of said Lot 5; thence North $53^{\circ} 04' 54''$ West along said Southwesterly line 726.55 feet to the most Westerly corner thereof; thence North $36^{\circ} 43' 13''$ East along the Northwesterly line of said Lot 5, 40.00 feet; thence South $53^{\circ} 04' 54''$ East 454.19 feet to a point on a tangent curve; thence along said tangent curve to the left having a radius of 830.00 feet through a central angle of $14^{\circ} 58' 07''$ an arc distance of 216.84 feet to a point of reverse curvature; thence along a curve to the right with a radius of 940.00 feet through a central angle of $14^{\circ} 57' 12''$, an arc distance of 245.32 feet to a point of reverse curvature; thence along a curve to the left having a radius of 20.00 feet through a central angle of $90^{\circ} 06' 26''$, an arc distance of 31.45 feet; thence South $36^{\circ} 47' 45''$ West 120.00 feet to the True Point of Beginning.

K953 PAGE 369

LEGAL DESCRIPTION CONTINUED

Also excepting therefrom that portion thereof as conveyed to the City of San Jose, a Municipal Corporation by deed recorded July 19, 1983 in Book H727, page 657, Official Records and being more particularly described as follows:

Parcel B-1:

Commencing from point lying on the Westerly right-of-way of San Ignacio Avenue 106.00 feet wide (formerly Cobb Road), said point also being the most Northerly corner of certain 21.998 Acres Parcel of land as shown on certain record of survey; recorded February 3, 1976 in Book 367 at Page 30, Santa Clara County Records; thence along said right-of-way Line South $52^{\circ} 24' 50''$ East 477.49 feet to a point of curvature; thence along a tangent curve to the left having a radius of 453.00 feet through a central angle of $14^{\circ} 19' 26''$ an arc distance of 113.25 feet to the True Point of Beginning of this description; thence along said same curve continuing left through a central angle of $10^{\circ} 05' 18''$ an arc distance of 79.76 feet to a point; thence South $52^{\circ} 24' 50''$ East 28.31 feet to a point; thence North $66^{\circ} 44' 16''$ West 106.78 feet to True Point of Beginning of said Parcel B-1.

Parcel B-2:

Commencing from point lying on the Westerly right-of-way line of San Ignacio Avenue 106.00 feet wide (formerly Cobb Road), said point also being the most Northerly corner of certain 21.998 acres Parcel of land as shown on certain record of survey; recorded February 3, 1976 in Book 367 at Page 30, Santa Clara County Records; thence along said right-of-way line South $52^{\circ} 24' 50''$ East 477.49 feet to the point of curvature; thence along a tangent curve to the left having a radius of 453.00 feet through a central angle of $24^{\circ} 24' 44''$ an arc distance of 193.01 feet to a point; thence South $52^{\circ} 50'$ East 161.53 feet to the True Point of Beginning of this description; thence along non-tangent curve to the right having a radius of 50.00 feet with radial bearing of North $86^{\circ} 39' 58''$ West through a central angle of $6^{\circ} 54' 17''$ an arc distance of 6.03 feet to a point on curvature; thence along a tangent curve to the left having a radius of 935.00 feet through a central angle of $0^{\circ} 21' 27''$ an arc distance of 5.83 feet to a point; thence North $52^{\circ} 24' 50''$ West 0.39 feet to True Point of Beginning of said Parcel B-2.

K953 PAGE 970

LEGAL DESCRIPTION (Continued)

Parcel Two:

Commencing from point lying on the Westerly right-of-way line of San Ignacio Avenue 106.00 feet wide (formerly Cobb Road), said point also being the most Northerly corner of certain 21.998 acre parcel of land as shown on certain Record of Survey; recorded February 3, 1976 in Book 367 at Page 30, Santa Clara County Records; thence along said right-of-way line South 52° 24' 50" East 477.49 feet to a point of curvature; thence along tangent curve to the left having a radius of 453.00 feet through a central angle of 24° 24' 44", an arc distance of 193.01 feet to a point; thence South 52° 24' 50" East 28.31 feet; thence South 66° 44' 16" East 50.52 feet to the True Point of Beginning of this description; thence South 66° 44' 16" East 31.55 feet to a point of curvature; thence along a tangent curve to the right having a radius of 50.00 feet through a central angle of 49° 57' 04" an arc distance of 43.59 feet to a point, thence North 52° 24' 50" West 72.06 feet to the True Point of Beginning.

APN: 706-1-73

ARB: 703-21-3, 3.02, 4.01.03

EXHIBIT "B"

Date: _____, 19__

Dear _____:

This is to notify [Property Owner/Lessee] in response to a request dated _____ made pursuant to the terms of that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration") recorded in the Official Records of Santa Clara County at Page _____ of Book _____, that the Regional Water Quality Control Board for the San Francisco Bay Region (the "RWQCB") has no knowledge of any failure of [Property Owner/Lessee] to comply with the provisions of the Declaration [or that the RWQCB has knowledge of the following facts:

_____.] In providing this statement, the RWQCB has relied upon a review of its official records and has made no other inquiries and has made no inspection of the property [owned by Property Owner or leased by Lessee].

REGIONAL WATER QUALITY CONTROL
BOARD FOR THE SAN FRANCISCO BAY
REGION

By: _____

Title: _____

