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Recorded at the request of Chicago Title Insurance Company

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

REC FEE	12
RMF	8
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SEP 07 1994

Thoits, Love, Hershberger & McLean
525 University Avenue, Suite 1200
Palo Alto, California 94301

8:00 AM
Brenda Davis, Recorder
SANTA CLARA COUNTY, OFFICIAL RECORDS

Attention: Gerald J. Kitchen

Gu

[space above this line for recorder's use]

COVENANT TO RESTRICT USE OF PROPERTY

This Restriction is made by Spectra-Physics Lasers, Inc. ("SPL") as of August 11, 1994.

RECITALS

A. SPL is the owner of certain real property (the "Property") located in the City of Mountain View, County of Santa Clara, State of California described in Exhibit A hereto.

B. The Regional Water Quality Control Board for the San Francisco Bay Region ("Regional Board") has determined that certain hazardous substances are present in soil and groundwater at and in the vicinity of Property.

C. On February 20, 1991, the Regional Board issued Site Cleanup Requirements Order No. 91-025 (the "Order"). Provision C.4.h of the Order requires implementation procedures at the

126-41746

Property to control onsite activities that could endanger public health or the environment due to exposure to volatile organic compounds, including a deed restriction prohibiting the use of the A zone groundwater as a source of drinking water. This Restriction is recorded to comply with the foregoing provision.

NOW, THEREFORE, in order to comply with the Order, SPL, for itself and its successors and assigns with respect to the Property, or any portion thereof, hereby agrees as follows:

1. Any deed or ground lease conveying an interest in all or any portion of the Property shall state that the interest conveyed thereby is subject to this Restriction. 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 terms and conditions of this Restriction. Any purchaser or ground lessee of all or any portion of the property shall notify the Regional Board of the purchase or ground lease within thirty (30) days after the close of escrow of the sale or the commencement of the term of the lease.

2. Any owner or ground lessee of the Property, or any portion thereof, shall refrain from and prohibit third parties from installing any ground water well or wells on the Property, or any portion thereof, except in connection with the remedial program

contemplated by the Order or other remedial activities approved by the Regional Board (the "Remedial Program").

3. Any owner or ground lessee of the Property, or any portion thereof, shall refrain from and prohibit third parties from destroying, damaging, or otherwise interfering with the operation of Remedial Program equipment on the Property, or any portion thereof, including, but not limited to, groundwater extraction wells, groundwater monitoring wells, and groundwater treatment equipment, except to allow the removal of Remedial Program equipment following termination of the applicable portion of the Remedial Program.

4. The terms and conditions of this Restriction 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 written instrument releasing the Property, or any portion thereof, from this Restriction. 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 Regional Board and SPL, that the terms and conditions of this Restriction are no longer reasonably necessary to prevent human exposure to chemical-bearing groundwater at the Property, or that portion of the Property to be released. Constraints shall remain in effect until groundwater cleanup standards have been achieved and chemical

levels have stabilized in onsite aquifers. In addition, any such release shall have attached an acknowledgement by the Regional Board and SPL of the statement 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.

5. With the written concurrences of the Regional Board and SPL, the terms and conditions of this Restriction may be amended from time to time in a writing signed by all of the then owners of the Property, or any portion thereof, which remains subject to this Restriction. Any such amendment shall be effective only upon the recording of the amendment, with the written concurrence of the Regional Board and SPL attached thereto, in the official records of the County of Santa Clara.

6. The terms and conditions of this Restriction shall be enforceable for the mutual benefit of the owners and ground lessees of the Property, or any portion thereof, and for the State of California by the Regional Board and any successor agency thereto. Failure to comply with the terms and conditions of this Restriction shall be grounds for the Regional Board to require the owner or lessee to remove any improvements in violation of this Restriction. Violation of this Restriction shall be grounds for the Board to file enforcement action against the owner or lessee as provided by

law. In addition, SPL shall have the right, but not the obligation, to enforce the Restriction contained herein against other owners or ground lessees of the Property, or any portion thereof. This Restriction shall not create any private right of action against SPL or any owner or ground lessee of the Property, or any portion thereof. SPL, and its successors and assigns, shall have the right to assign all of its rights under this Paragraph 6.

7. Following receipt of a written request from any owner or ground lessee of all or any portion of the Property, the Regional Board shall provide to such owner or ground lessee a written statement, indicating whether to the Regional Board's knowledge such owner or ground lessee is operating in compliance with the provisions of this Restriction, and such confirmation shall be conclusive as of the date prepared. Failure of the Regional Board to provide such a statement shall create a conclusive presumption that the Regional Board has no knowledge of any failure of the owner or ground lessee to comply with the provisions of this Restriction.

8. Notices concerning this covenant shall be sent to:

William Maloney
Spectra-Physics Lasers, Inc.
1330 Terra Bella Avenue
Mountain View, CA 94039-2013

San Francisco Bay
Regional Water Quality Control Board
2101 Webster Street, Suite 500
Oakland, CA 94512

Attention: Project Manager for
Spectra-Physics Lasers, Inc.

9. If any portion of the Restriction set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect.

10. This instrument shall be executed by the covenantor and shall be sent to Santa Clara County for recordation within ten days of the date of execution by covenantor.

IN WITNESS WHEREOF, SPL has executed this Restriction as of August 11, 1994.

SPECTRA-PHYSICS LASERS, INC.

By Patrick L. Edsell
Patrick L. Edsell, President

By Walter H. ...
Title VICE PRESIDENT

EXHIBIT AProperty Description

All that real property situated in the City of Mountain View, County of Santa Clara, State of California, commonly known as 1250 West Middlefield Road and described as follows:

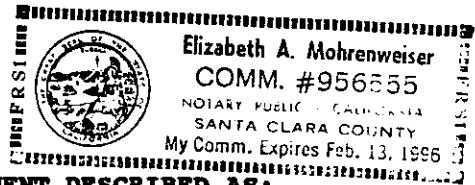
Parcel 1, as shown that certain Parcel Map, which map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on August 31, 1966 in Book 214 of Maps, page 6.

STATE OF CALIFORNIA)
)
COUNTY OF SANTA CLARA

On September 6th, 1994 before me, Elizabeth A. Mohrenweiser, a Notary Public in and for said State, personally appeared PATRICK L. EDSSELL AND MARK HARRINGTON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signed Elizabeth A. Mohrenweiser



THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AS:

Title or type of Document: _____
No. of Pages: _____ Date of Document: _____
Signer(s) other than named above: _____

Spectra-Physics Lasers
Facsimile Cover

Date: 9/20 199
To: Ms Habte Kifle
Company: RWQCB
Fax No.: (510) 622 2464
From: WILLIAM MALONEY
cc: _____

Total Pages 9

Spectra-Physics Lasers, Inc.
1335 Terra Bella Avenue
Mountain View, CA 94043
Telephone: (415) 966-2550
Fax No.: (415) 969-4084 or
(415) 968-5215

Ms Kifle,

Here are the documents as
promised. Please call if you
have any questions. If possible I
would like a signed copy of the Restriction
from the RWQCB.
I will talk to you later.

W. Maloney

CONFIDENTIAL

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone (collect), and return the original message to us at the above address via U.S. Postal Service. Thank you.

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