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FILED FOR RECORD
AT REQUEST OF 4350128
ATTORNEY

MAR 5 1 45 PM '92

OFFICE RECORDS
SANTA CLARA COUNTY
LAURIE KANE
RECORDER

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

MUNGER, TOLLES & OLSON
33 New Montgomery Street
Suite 1900
San Francisco, California 94105

Attention: Debra K. Judy

[space above this line for recorder's use]

COVENANT TO RESTRICT USE OF PROPERTY

This Restriction is made by Teledyne, Inc. ("Teledyne")
as of February 24, 1992.

RECITALS

A. Teledyne 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 the 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

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, Teledyne, 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 Teledyne, 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 acknowledgment by the Regional Board and Teledyne 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 concurrence of the Regional Board and Teledyne, 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 Teledyne 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, Teledyne shall have the right, but not the obligation, to enforce the restrictions 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 Teledyne or any owner or ground lessee of the Property, or any portion thereof. Teledyne, 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:

James L. Cronin, Ph.D.
Teledyne Components
1300 Terra Bella Avenue
Mountain View, CA 94039-7267

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

Attention: Project Manager for
Teledyne Semiconductor

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 by the Regional Board and shall be sent to Santa Clara County for recordation within ten days of the date of execution by covenantor.

IN WITNESS WHEREOF, Teledyne has executed this Restriction as of February 24, 1992.

TELEDYNE, INC.

By [Signature]
Title SECRETARY

APPROVED AND AGREED TO:

THE CALIFORNIA REGIONAL
WATER QUALITY CONTROL BOARD-
SAN FRANCISCO BAY REGION

By [Signature]
Title EXECUTIVE OFFICER 12/20/91

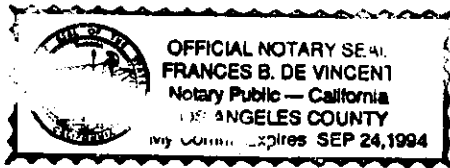
STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this 24th day of February, 1992, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Judith R. Nelson, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the entity upon behalf of TELEDYNE, INC.

WITNESS my hand and official seal.

Frances B. DeVincent
(Signature)

FRANCES B. DEVINCENT
(Name - Typed or Printed)



APPENDIX A

REAL PROPERTY DESCRIPTION

All of that real property situated in the City of Mountain View, County of Santa Clara, State of California, more particularly described as follows:

ALL OF LOTS 3, 4 and 5, as shown upon that certain Map entitled, "Tract No. 2736 Mt. View Industrial Park Unit No. 1", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on July 20, 1961 in Book 135 of Maps, pages 32 and 33.

EXCEPTING FROM said Lot 3, all that portion thereof described as follows:

BEGINNING at the most Westerly corner of Lot 3 in the Northerly line of Terra Bella Avenue, as shown on said Map; thence along said Northerly line of Terra Bella Avenue, South 58° 38' 10" East 12.13 feet; thence along a curve to the right, having a radius of 350.00 feet with a central angle of 16° 25' 24", an arc distance of 100.32 feet to the Southerly line of Lot 3; thence East along the Southerly line of Lot 3, a distance of 416.11 feet to the Southeasterly corner thereof, on the Westerly line of Stierlin Road, as shown on said Map; thence North along said Westerly line 100 feet; thence South 86° 35' 30" West 504.42 feet to the Point of Beginning.