

REC'D JUL 05 2001

EXHIBIT F

RECORDING REQUESTED BY:  
Ryland Homes  
Northern California Division  
12647 Alcosta Boulevard, Suite 190  
San Ramon, California 94583

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control  
Northern California  
Coastal Cleanup Operations Branch  
700 Heinz Avenue, Suite 200  
Berkeley, California 94710  
Attention: Barbara J. Cook, Chief  
Cleanup Operations Branch

DOCUMENT: 15763779



\*0015763779\*

Titles: 1 / Pages: 16

Fees.... 52.00

Taxes...

Copies...

AMT PAID 52.00

BRENDA DAVIS  
SANTA CLARA COUNTY RECORDER  
Recorded at the request of  
Recording Service

RDE # 006

7/10/2001

2:55 PM

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

(Re: former Vidar Site, Parcel Nos. 147-54-031, 147-54-037, 147-54-038 and 147-54-039)

This Covenant and Agreement ("Covenant") is made by and between Ryland Homes of California, Inc. (the "Covenantor"), the current owner of property situated in Mountain View, County of Santa Clara, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property"), and the Department of Toxic Substances Control ("DTSC"). The Covenantor and DTSC, collectively referred to as the "Parties", hereby agree, pursuant to Health and Safety Code ("H&SC") section 25355.5, that the use of the Property be restricted as set forth in this Covenant.

ARTICLE I  
STATEMENT OF FACTS

1.01. The Property, totaling approximately five acres and known as the Vidar Site, is more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein by this reference. The Property is located in the area now generally bounded by the Southern Pacific Railroad Tracks and Central Expressway to the north, Ortega Avenue to the west, the Mora Drive cul de sac to the east, and commercial properties to the south in the City of Mountain View, County of Santa Clara, State of California. This Property is more specifically described as Santa Clara County Assessor's Parcel Nos. 147-54-031, 147-54-037, 147-54-038 and 147-54-039.

1.02. The Property is downgradient of the former Plessey Micro Science ("Plessey") Site. Hazardous substances, as defined in H&SC section 25316, including volatile organic compounds, remain in the groundwater at the Plessey Site and may have migrated under the Property. Groundwater at the Property is found from 14 to 20 feet below ground surface. Contaminants in the groundwater include volatile organic compounds, primarily tetrachloroethylene, PCE and trichloroethylene, TCE. As of the date of recordation of this covenant, the concentrations of such PCE and TCE significantly exceed California drinking water standards for PCE and TCE. DTSC concludes that the groundwater contamination requires environmental response actions at the Site. Nevertheless, DTSC believes that, based on engineering and other data considered by DTSC, the intended residential use of the Property (and all activities to be undertaken in connection therewith) will not exacerbate or contribute to such contamination or pose health risks to occupants or visitors of the Property.

1.03. Plessey is remediating the groundwater contamination at the Plessey Site and at the Property under the supervision and authority of DTSC, in accordance with a Remedial Action Plan pursuant to Chapter 6.8 of Division 20 of the H&SC. DTSC has circulated the Plessey Remedial Action Plan, which contains a draft negative declaration pursuant to the California Environmental Quality Act, Public Resources Code section 21000 et seq. for public review and comment. The Remedial Action Plan and the negative declaration, were approved by DTSC on May 5, 1992. Remediation includes the installation and operation of a groundwater remediation system and installation of groundwater wells for monitoring of the treatment system. The location of the groundwater remediation system and monitoring wells on the Property are shown on Exhibit "B." The operation and maintenance of the groundwater remediation system and monitoring wells is pursuant to an Operation and Maintenance Plan incorporated into an Operation and Maintenance Agreement between Plessey and DTSC ("Plessey Operation and Maintenance Agreement").

1.04. Covenantor purchased the Property for residential development. A Prospective Purchaser Agreement has been executed by DTSC, Covenantor, TRW Inc., TRW Foundation and Plessey for the remediation of the groundwater at the Property and the Plessey Site to enable residential development of the Property. As part of that Agreement, and in order to facilitate remediation and residential development of the Property, and to protect human health and safety and the environment, DTSC and Covenantor have agreed to enter into this Covenant.

## ARTICLE II DEFINITIONS

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

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

2.03. 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.

2.04. Improvement. "Improvement" means all buildings, structures, roads, driveways, and paved parking areas)

### ARTICLE III GENERAL PROVISIONS

3.01. Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Restriction: (a) runs with the land pursuant to H&SC section 25355.5(a)(1)(C); (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 DTSC; 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 H&SC section 25355.5(a)(1)(C), 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, during their respective periods of ownership or tenancy as the case may be.

3.03. Incorporation into Deeds, Leases and Subleases. The Restrictions set forth herein shall be incorporated by reference in each and all deeds, leases and subleases for any portion of the Property.

### ARTICLE IV RESTRICTIONS

#### 4.01. Soil Management

(a) No activities that will disturb the soil ten feet below ground surface (e.g., excavation, grading, removal, trenching, filling, earth movement or mining) shall be allowed on the Property without a Soil Management Plan and a Health and Safety Plan approved by DTSC.

(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.

(c) The Owner shall provide DTSC written notice at least fourteen (14) days prior to any building, filling, grading, mining or excavating in the Property more than ten feet below the soil surface.

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

- (a) Raising of food crops and edible fruit trees.
- (b) Installation of wells and extraction of groundwater without DTSC approval.

4.04. Non-Interference with Groundwater Extraction and Treatment System, Groundwater Monitoring Wells and Conveyance Piping on the Property. Covenantor agrees:

(a) Activities that may disturb the groundwater remediation system, groundwater monitoring wells, and conveyance piping (e.g. excavation, grading, removal, trenching, filling, earth movement, or mining) shall not be permitted on the Property without prior review and approval by DTSC.

(b) All uses and development of the Property shall preserve the integrity and physical accessibility of the groundwater remediation system, groundwater monitoring wells and conveyance piping.

(c) The groundwater remediation system, groundwater monitoring wells and conveyance piping shall not be altered without written approval by DTSC.

(d) Covenantor shall notify DTSC of the type, cause, location and date of any damage to the groundwater remediation system, groundwater monitoring wells and conveyance piping, if known. Notification to DTSC shall be made as provided below within ten (10) working days discovery of any such disturbance. Timely and accurate notification by any Owner or Occupant shall satisfy this requirement on behalf of all other Owners and Occupants.

4.05. Access for DTSC. DTSC and its designees shall have the right of entry and access to the Property at reasonable times, upon reasonable notice to the Owner of the portion of the Property subject to such access, for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by DTSC in order to protect the public health or safety, or the environment. DTSC shall not exercise its access rights in a manner that would unreasonably interfere with an Owner's or Occupant's intended, legal use of the Property.

4.06. Access for Implementing Operation and Maintenance. The entity or person responsible for implementing the Plessey Operation and Maintenance Plan shall have the right of entry and access to the Property, upon reasonable notice to the Owner of the portion of the Property subject to the work, for the purpose of implementing the Plessey Operation and Maintenance Agreement until DTSC determines that no further Operation and Maintenance is required. Such entity or person shall not exercise its access rights in a manner that would unreasonably interfere with an Owner's or Occupant's intended, legal use of the Property.

**ARTICLE V**  
**ENFORCEMENT**

5.01. Enforcement. Failure of the Covenantor, Owner or Occupant to comply with any of the Restrictions specifically applicable to it may be grounds for DTSC to require that the Covenantor or Owner modify or remove any improvements constructed or placed upon any portion of the Property in violation of the Restrictions, or to repair or replace any elements of the groundwater remediation, groundwater monitoring wells and conveyance piping that said Covenantor, Owner or Occupant has damaged or caused to be damaged. This Covenant shall be enforceable by DTSC pursuant to Health and Safety Code, Division 20, Chapter 6.5, Article 8 (commencing with section 25180).

**ARTICLE VI**  
**VARIANCE, TERMINATION, AND TERM**

6.01. Variance. Covenantor, or any other aggrieved person, may apply to DTSC for a written variance from the provisions of this Covenant. Such application shall be made in accordance with H&SC section 25233.

6.02. Termination. Covenantor, or any other aggrieved person, may apply to DTSC for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with H&SC section 25234.

6.03. Term. Unless ended in accordance with the Termination paragraph above, by law, or by DTSC 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. Department References. All references to DTSC include successor agencies/departments or other successor entity.

7.03. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Santa Clara within ten (10) days of the Covenantor's receipt of a fully executed original.

7.04. 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 Owner: Ryland Homes of California, Inc.  
12647 Alcosta Boulevard, Suite 190  
San Ramon, California 94583  
Attention: Scott Menard

To DTSC: Department of Toxic Substances Control  
Northern California  
Coastal Cleanup Operations Branch  
700 Heinz Avenue, Suite 200  
Berkeley, California 94710  
Attention: Branch Chief

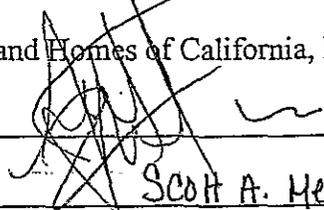
Any Party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.05. Partial Invalidity. If any portion of the Restrictions or other term set forth herein is 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.

7.06 Statutory References. All statutory references include successor provisions.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor: Ryland Homes of California, Inc.

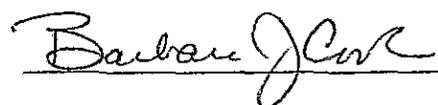
By: 

Name: SCOTT A. MENARD

Title: ASSISTANT VICE PRESIDENT

Date: JUNE 22, 2001

Department of Toxic Substances Control

By: 

Barbara J. Cook, P.E.  
Cleanup Operations Branch Chief

Date: JUNE 28, 2001

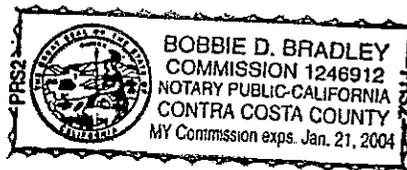
State of California }  
                                  } ss.  
County of Contra Costa }

On June 22, 2001, before me, Bobbie D. Bradley, Notary Public personally appeared Scott Menard, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal,

Bobbie D. Bradley  
Notary's Signature

Commission # 1246912  
My Commission Expires January 21, 2004  
Principal County of Business is Contra Costa County



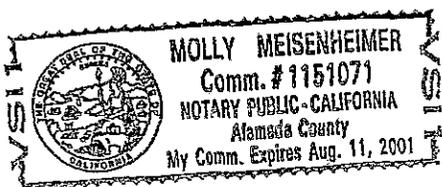
ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda } SS.

On 06-28-01 before me, Molly Meisenheimer, notary  
(DATE) (NOTARY)  
personally appeared Barbara J. Cook  
SIGNER(S)

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.

Molly Meisenheimer  
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR

OTHER: Cleanup operations Branch Chief

DESCRIPTION OF ATTACHED DOCUMENT

Covenant  
TITLE OR TYPE OF DOCUMENT

6  
NUMBER OF PAGES

6/28/01  
DATE OF DOCUMENT

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

Dept. of Toxins

OTHER

**COVENANT TO RESTRICT USE OF PROPERTY  
VIDAR SITE  
77 Ortega Avenue, Mountain View, California**

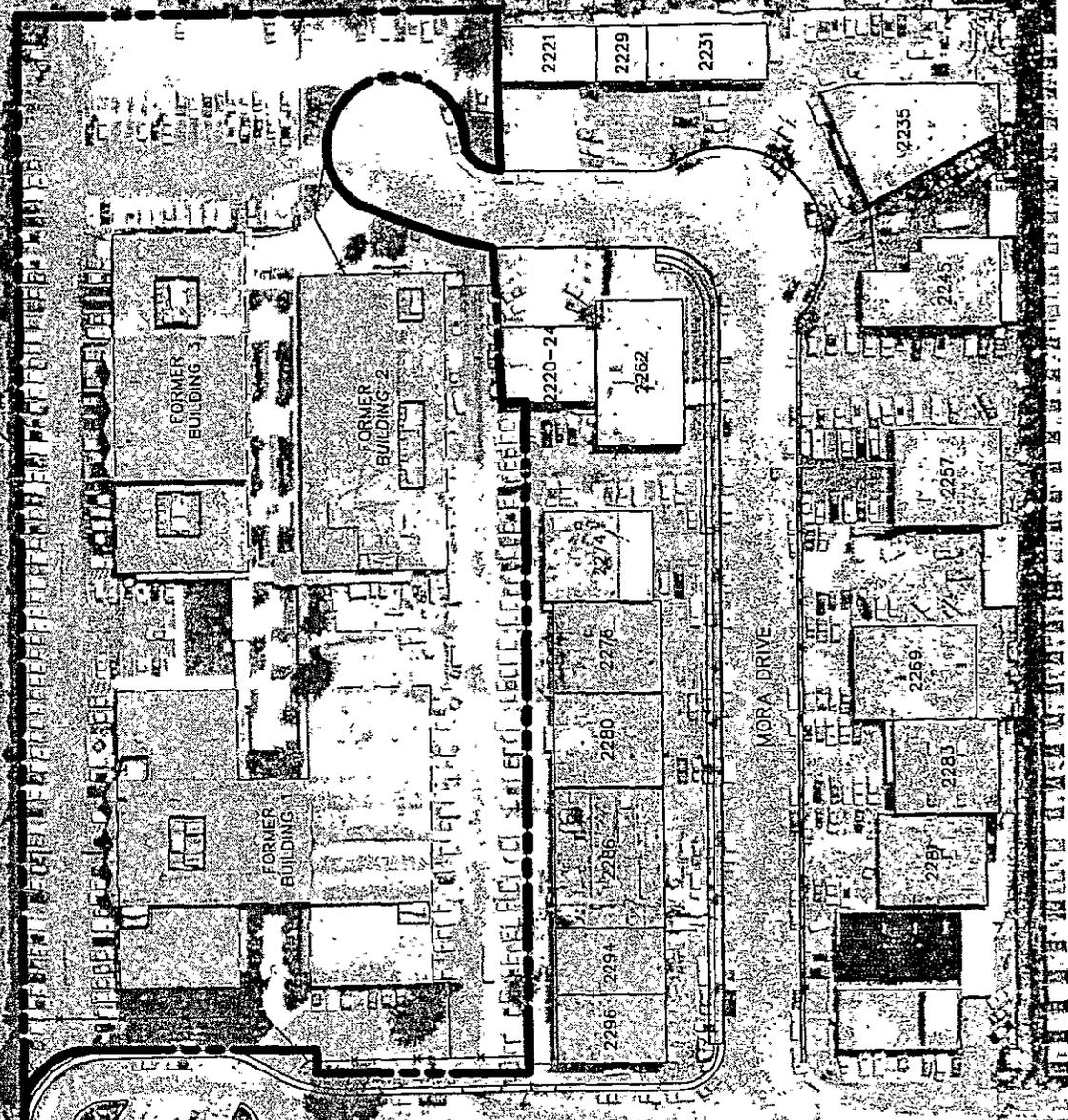
**EXHIBIT A - SITE MAP AND LEGAL DESCRIPTION  
(4 pages)**

NORTT

CENTRAL EXPRESSWAY

PROPERTY LINE

CALTRAIN CORRIDOR



ORTEGA AVENUE

MORA DRIVE

77 ORT AVENUE  
MOUNT. VIEW, CA

Source: Pacific Aerial Survey  
Negative #AT-10-12-07  
4-28-74

### LEGAL DESCRIPTION

REAL PROPERTY in the City of Mountain View, County of Santa Clara, State of California, described as follows:

#### PARCEL ONE:

A portion of Parcel "B" as shown on Record of Survey of a portion of Lot 2, A. Calderon Subdivision, Mountain View, Santa Clara County, California recorded in Book 188 of Maps, at page 43, Santa Clara County Records, more particularly described as follows:

Beginning at the Southerly corner of Parcel "A" as shown on said Record of Survey; thence along the Southwesterly line of said Parcel "B" South 64° 00' East 132.00 feet, North 26° 00' East 16.00 feet, and South 64° 00' East 101.73 feet to the Westerly line of Mora Drive; thence Northeasterly along a curve to the right, the preceding course is radial to the curve, with a radius of 45.30 feet, a central angle of 18° 00' and an arc distance of 14.23 feet; thence North 44° 00' East 74.75 feet; thence Northeasterly along a curve to the right, tangent to the preceding course, with a radius of 50 feet, a central angle of 28° 22' 30" and an arc distance of 24.75 feet; thence North 17° 37' 30" West 21.88 feet; thence North 26° 00' East 30.00 feet; thence North 64° 00' West 257.00 feet to the Easterly corner of said Parcel "A"; thence along the Southeasterly line of said Parcel "A" South 26° 00' West 167.67 feet to the point of beginning.

#### PARCEL TWO:

A portion of Parcel "B" as shown on Record of Survey of a portion of Lot 2, A. Calderon Subdivision, Mountain View, Santa Clara County, California recorded in Book 188 of Maps, at page 43, Santa Clara County Records, more particularly described as follows:

Beginning at the Southerly corner of said Parcel "B"; thence along the Southwesterly line of said Parcel North 64° 00' West 100 feet; thence Northeasterly, along a curve to the right, the preceding course is radial to the curve, with a radius of 20 feet, a central angle of 84° 09' and an arc distance of 29.36 feet; thence Northeasterly along a reverse curve to the left with a radius of 50 feet, a central angle of 151° 39' and an arc distance of 132.34 feet; thence North 26° 00' East 156.76 feet; thence South 64° 00' East 68.00 feet to the Southeasterly line of said Parcel "B"; thence along said Southeasterly line South 26° 00' West 272.59 feet to the point of beginning.

#### PARCEL THREE:

Parcel B, Map of Record of Survey of a portion of Lot 2, A. Calderon Subdivision filed December 9, 1964, Book 188 of Maps, page 43, Santa Clara County Records.

Excepting therefrom the portion thereof conveyed to Mountain View Properties, by Deed recorded June 8, 1966, Book 7403 Official Record, page 172, said excepted parcel herein being Parcels B and C, Map of Record of Survey filed June 3, 1966 in Book 210 of Maps, page 44, Santa Clara County Records.

(LEGAL DESCRIPTION CONTINUED NEXT PAGE)

Order No. 516731

Page No. 12

## LEGAL DESCRIPTION: (Continued)

## PARCEL FOUR:

A portion of Lot 2, as shown upon that certain Map entitled, "Map of the Subdivision of the property of A. Calderon," which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California on August 13, 1886 in Book B of Maps, at page 37, more particularly described as follows:

Beginning at the Northerly corner of Lot 1, as shown on the Map entitled, "Tract No. 2035, portion of Lot 2-A. Calderon Subdivision, City of Mountain View, Santa Clara County, California," which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California on January 27, 1958 in Book 90 of Maps, at page 19; thence along the Northeasterly line of said Tract No. 2035 North 64° 00' West 15.00 feet to the Southeasterly line of Ortega Avenue, as shown on said Map; thence along said Southeasterly line of Ortega Avenue, North 26° 00' East 167.67 feet; thence along a line parallel to the Northeasterly line of said Tract No. 2035, South 64° 00' East 313.00 feet; thence South 26° 00' West 167.67 feet to a point on the Northeasterly line of said Tract No. 2035; thence along said Northeasterly line North 64° 00' West 298.00 feet to the point of beginning.

## PARCEL FIVE:

A portion of Leland Avenue, as said Avenue is shown upon that certain Map entitled, "Map of University Park," which Map was recorded on January 6, 1908 in Book "M" of Maps, at page 9 of the office of the Recorder of Santa Clara County, and being a portion of the land described in The Resolution ordering the vacation of a portion of the Leland Avenue recorded June 19, 1981 in Book G163, page 299, Santa Clara County Records, described as follows:

Beginning at the intersection of the Southwesterly line of Leland Avenue with the Westerly tract boundary as shown on the aforementioned Map; thence along said Westerly tract boundary and the Northerly prolongation of the same, North 26° East 107.50 feet to the most Northeasterly line of Leland Avenue; thence along said most Northeasterly line of Leland Avenue South 63° 47' East 20.00 feet; thence South 64° East to a point on a line bearing North 71° East from the point of beginning; thence South 71° West to the point of beginning.

## PARCEL SIX:

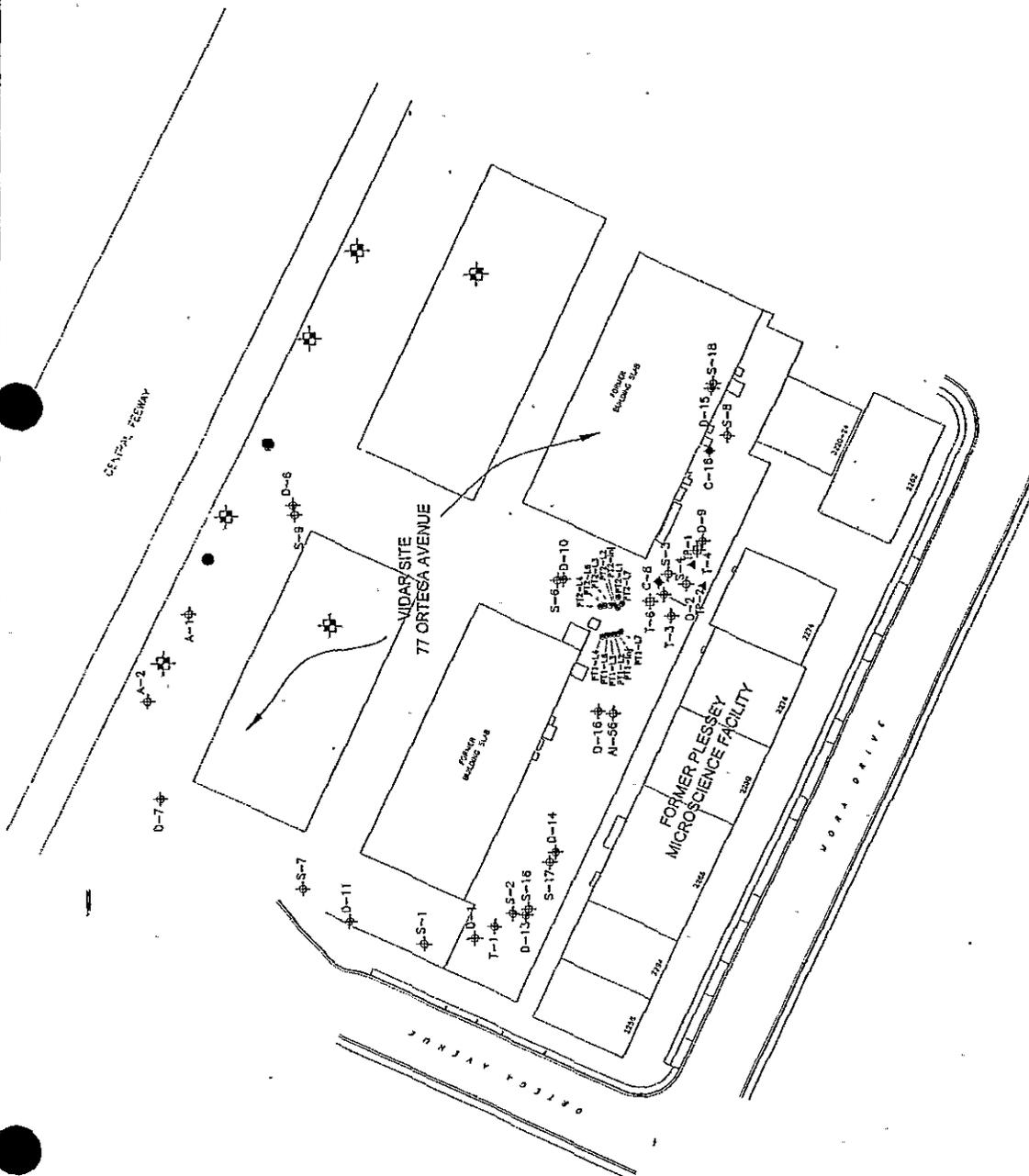
Beginning at the Northerly corner of Parcel "A" as said parcel is shown on the Map entitled, "Record of Survey of a Portion of Lot 2, A. Calderon Subdivision," and recorded on June 3, 1966 in Book 210 of Maps, at page 44, Santa Clara County Records, said corner is also the intersection of the Southeasterly line of Ortega Avenue with the Southwesterly line of the Southern Pacific Railroad Company right-of-way; thence along said Southern Pacific right-of-way line North 63° 47' West 16.04 feet; thence from a tangent which bears South 45° 34' 28" East along a curve to the right having a radius of 60.00 feet through a central angle of 17° 15' 38" an arc distance of 18.08 feet to said Southeasterly line of Ortega Avenue; thence along last named line North 26° 00' East 8.13 feet to the point of beginning.

APN: 147-54-031, 037, 038, 039

ARB: 147-54-31, 33, 36 &amp; 37; 147-42-195

LEGEND

- ⊕ S-1 A-ZONE MONITORING WELL TO BE ABANDONED
- ⊕ D-1 B-ZONE MONITORING WELL TO BE ABANDONED
- ⊕ T-4 B-ZONE EXTRACTION WELL TO BE PROTECTED
- ⊕ C-8 C-ZONE MONITORING WELL TO BE ABANDONED
- ▲ TP-1 PIEZOMETERS TO BE ABANDONED
- ⊙ PT2-17 PIEZOMETERS TO BE ABANDONED BY CAMP, DRESSER AND MCKEE FOR TRW
- ⊕ NEW NORTHERN BOUNDARY MONITORING WELL LOCATION
- NEW NORTHERN BOUNDARY EXTRACTION WELL LOCATION



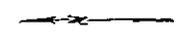
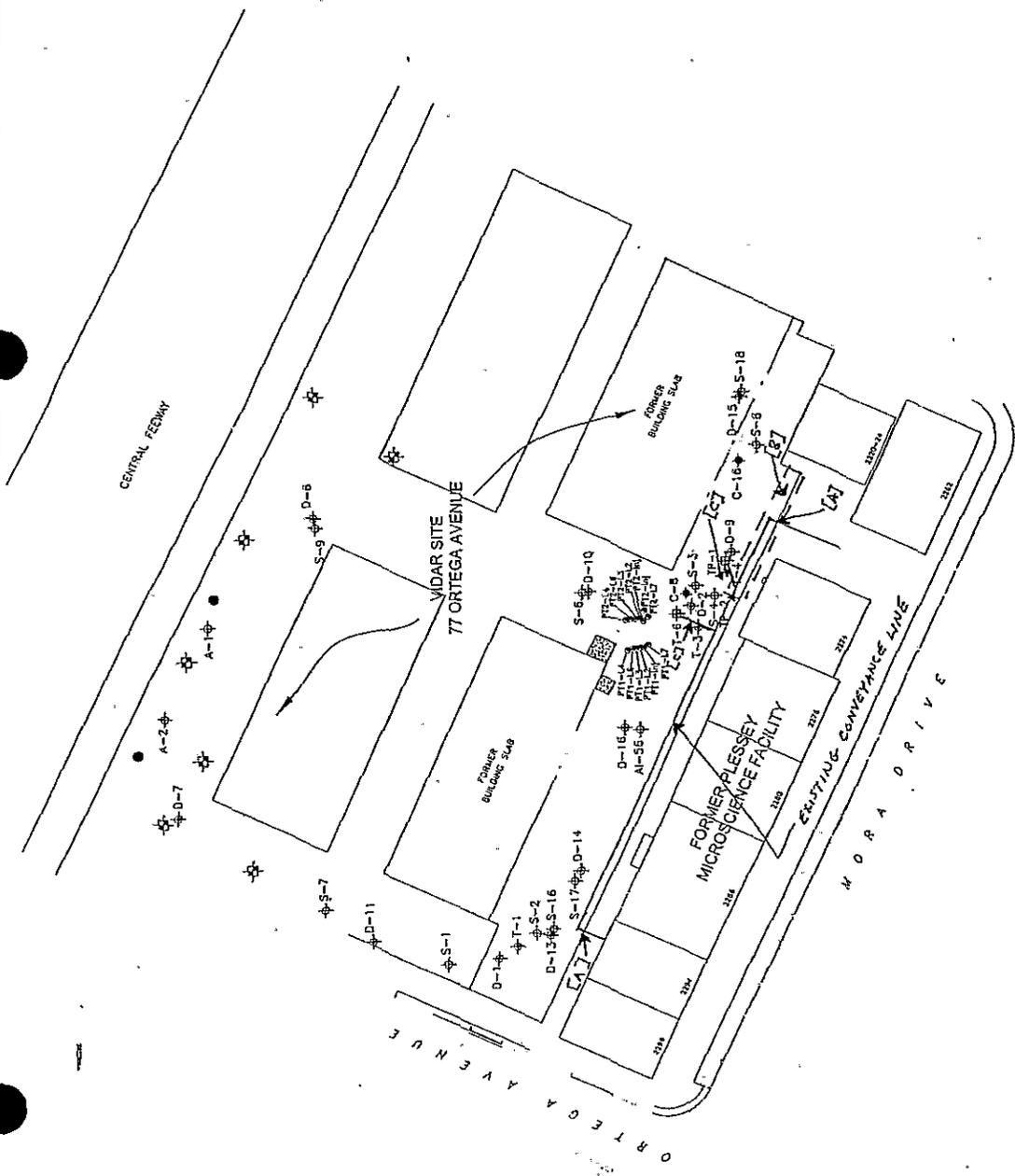
**SECOR**  
International Incorporated

DRAWN	GEL
APPR	SG
DATE	13DEC99
SUB NO	005.02747.028

**FIGURE 2**  
2294 MORA DRIVE  
MOUNTAIN VIEW, CALIFORNIA  
**B-ZONE NORTHERN BOUNDARY  
EXTRACTION AND MONITORING WELLS**

**LEGEND**

- ⊕ S-1 A-ZONE MONITORING WELL TO BE ABANDONED
- ⊕ D-1 B-ZONE MONITORING WELL TO BE ABANDONED
- ⊕ T-4 B-ZONE EXTRACTION WELL TO BE PROTECTED
- ⊕ C-8 C-ZONE MONITORING WELL TO BE ABANDONED
- ▲ TP-1 PIEZOMETERS TO BE ABANDONED
- ⊙ PT2-L7 PIEZOMETERS TO BE ABANDONED BY CAMP, DRESSER AND MCKEE FOR TRW
- ⊕ NEW NORTHERN BOUNDARY MONITORING WELL LOCATION
- NEW NORTHERN BOUNDARY EXTRACTION WELL LOCATION



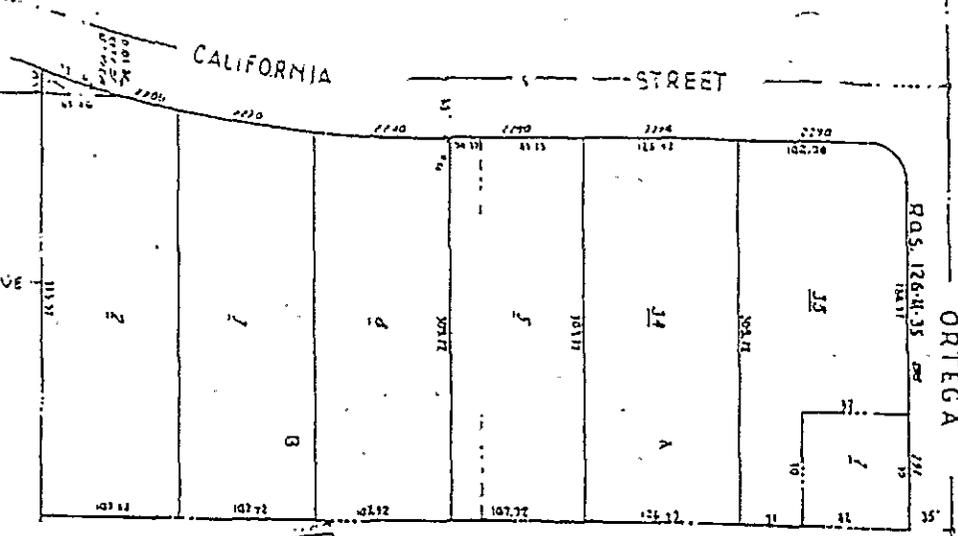
**SECOR**  
International Incorporated

DRAWN	GEL
APPR	SG
DATE	130EC99
ISS#0	005.02747.028

**FIGURE 1**  
2254 MORA DRIVE  
MOUNTAIN VIEW, CALIFORNIA  
**A-ZONE NORTHERN BOUNDARY  
EXTRACTION AND MONITORING WELLS**

**COVENANT TO RESTRICT USE OF PROPERTY**  
**VIDAR SITE**  
77 Ortega Avenue, Mountain View, California

**EXHIBIT B - LOCATION OF GROUNDWATER REMEDIATION**  
**SYSTEM AND MONITORING WELLS**  
(2 pages)



(46)

OFFICE OF COUNTY ASSESSOR - SANTA CLARA COUNTY, CALIFORNIA  
GABRIEL AVE.

A. CALDERON SUBD.

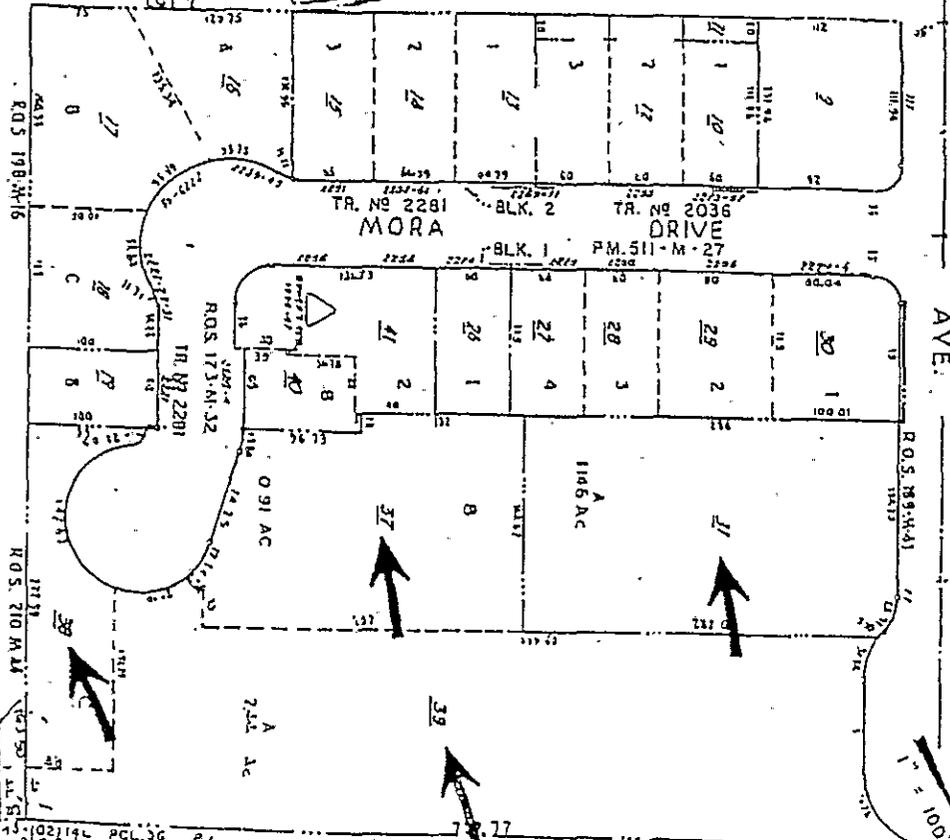
(41)

(58)

EFFECTIVE FOR THE FISCAL YEAR  
LAWRENCE E. STONE - ASSESSOR

### NOTICE

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. IT IS NOT TO BE RELIED UPON FOR ANY PURPOSE OTHER THAN ORIENTING ONE'S SELF AS TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS OF INTEREST. FIRST AMERICAN TITLE COMPANY ASSUMES NO LIABILITY FOR LOSS



100' 147  
250' 54

S.B.E. 872-43-10214L PCL. 36 P. 1  
SOUTHERN PACIFIC TRANSPORTATION CO.  
PENINSULA CORRIDOR JOINT POWERS BOARD (ASSESSED IN BK. 104 Pg. 4)

S.B.E. 872-43-10214L PCL. 34 P. 1  
SOUTHERN PACIFIC TRANSPORTATION CO.  
PENINSULA CORRIDOR JOINT POWERS BOARD (ASSESSED IN BK. 104 Pg. 2)

S.B.E. 200-43-11810 PCL. 1  
CABLE R/W ESMT.