

**ENDORSED COPY**

**Recording Requested By:**

United Technologies Corporation  
Pratt & Whitney Space Propulsion  
600 Metcalf Road  
San Jose, CA 95138-9601

**When Recorded, Mail To:**

Loretta K. Barsamian, Executive Officer  
California Regional Water Quality Control Board  
San Francisco Bay Region  
1515 Clay Street, Suite 1400  
Oakland, California 94612

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BRENDA DAVIS  
SANTA CLARA COUNTY RECORDER  
Recorded at the request of  
Grantee

RDE # 006  
7/29/2002  
10:39 AM

**DEED NOTATION AND  
COVENANT AND ENVIRONMENTAL RESTRICTION  
ON PROPERTY**

United Technologies Corporation  
Pratt & Whitney Space Propulsion  
600 Metcalf Road, San Jose, Santa Clara County, CA

This Deed Notation and Covenant and Environmental Restriction on Property (this "Covenant") is made as of the 5th day of July, 2002 by United Technologies Corporation, Pratt & Whitney Space Propulsion ("Covenantor") who is the Owner of record of that certain property situated on portions of 600 Metcalf Road, County of Santa Clara, State of California, which is more particularly described in Exhibit A attached hereto and incorporated herein by this reference (such portions hereinafter referred to as the "Burdened Property"), for the benefit of the California Regional Water Quality Control Board for the San Francisco Bay Region (the "Board"), with reference to the following facts:

A. Portions of the Burdened Property and groundwater underlying the Burdened Property contain hazardous materials.

B. Contamination of the Burdened Property. Portions of soil at the Burdened Property were contaminated by the development, manufacturing, and testing of solid rockets and rocket propellant systems, conducted by United Technologies Corporation, Pratt & Whitney Space Propulsion. These operations resulted in contamination of soil and/or groundwater with inorganic and organic chemicals including various chlorinated and non-chlorinated solvents, primarily trichloroethene (TCE) and 1,1,1-trichloroethane (TCA), which are volatile organic compounds (VOCs), polychlorinated biphenyls (PCBs), diesel (TPHd), non-fuel petroleum hydrocarbons (TPH), and perchlorate, which constitute hazardous materials as that term is defined in Health & Safety Code Section 25260.

VOC, PCB, and perchlorate-contaminated groundwater are being cleaned up by groundwater extraction and treatment. Diesel-contaminated groundwater is being sparged with air to increase natural degradation. VOC-contaminated soil is being cleaned up by soil vapor extraction (SVE). Perchlorate-contaminated surface soil is being cleaned up by anoxic microbial degradation. Groundwater extraction is used to prevent offsite migration of VOC-contaminated groundwater and to reduce offsite migration of perchlorate-contaminated groundwater. Access to contaminated soils at the Former Open Burning Facility is controlled by a six-foot tall chain link fence topped with barbed wire. The Former Open Burning Facility is also posted with signs that read, "Danger Hazardous Waste Area – Unauthorized Personnel Keep Out" in English and Spanish.

C. Exposure Pathways. The contaminants addressed in this Covenant are present in portions of the soil and/or groundwater on the Burdened Property. Without the mitigation measures which have been performed on the Burdened Property, exposure to these contaminants could take place via leaching from contaminated soil into groundwater, seepage of contaminated groundwater to surface water, surface water runoff, wind dispersal, and excavation of contaminated soils potentially resulting in dermal contact, inhalation, or ingestion by humans. The risk of public exposure to the contaminants has been substantially lessened by the remediation and controls described herein.

D. Hazardous Waste Facility. The following information is included in this Deed Notation and Covenant to provide notice that the portion of the Burdened Property identified in Exhibit A to this Covenant as the Former Open Burning Facility (the "Former Open Burning Facility") has been used to manage hazardous waste and that the use of the Former Open Burning Facility is restricted under Title 22, Division 4.5, Chapter 15, Article 7 of the California Code of Regulations.

Open air burning of explosive wastes took place at the Former Open Burning Facility, beginning in the 1960s. In 1981, the California Department of Health Services (the Department of Toxic Substances Control's predecessor in interest) authorized the Former Open Burning Facility for the open air burning of waste propellant pursuant to an interim status document. Under this authorization, the Former Open Burning Facility was a hazardous waste treatment facility, regulated by the California Department of Health Services and subject to the requirements of the California Hazardous Waste Control Law (Health & Safety Code §25100 *et seq.*) and the federal Resource Conservation and Recovery Act (42 USC §6901 *et seq.*).

The last open air burn at the Former Open Burning Facility was on October 18, 1996. Although burned waste has been removed, the open burning activities resulted in contamination of soil and underlying groundwater. A closure plan including a risk assessment was submitted to the Department of Toxic Substances Control, which approved the plan on December 6, 1999 and January 12, 2000 with modifications. Pursuant to the closure requirements of the California Hazardous Waste Control Law, including Health & Safety Code §25246 and post-closure notice provisions of 22 CCR §66265.119(b), the Department of Toxic Substances Control required a deed restriction prohibiting certain activities at a portion of the Former Open Burning Facility, as well as a deed notation, because closure activities had not removed all hazardous wastes (which

are also hazardous materials as defined in Health & Safety Code §25117 and §25260) from soil and groundwater.

As detailed in the closure plan and the risk assessment for the Former Open Burning Facility, trichloroethene, tetrachloroethene, carbon tetrachloride, 1,1-dichloroethene, benzene, and perchlorate were found in soil and/or groundwater at levels of concern. The following tables show the maximum concentrations detected in soil and groundwater within portions of the Former Open Burning Facility identified in Exhibit A to this Covenant as OBU-3 ("OBU-3") and as OBU-5 ("OBU-5") and portions outside the OBU-3 and OBU-5 Portions of the Former Open Burning Facility. The current maximum levels of these contaminants may be lower.

Soil contaminants found in soils at the Former Open Burning Facility	Maximum soil concentration in top 15 feet of OBU-3 and OBU-5 soils, mg/kg	Maximum soil concentration in top 15 feet of former Open Burn Facility soil outside of OBU-3 and OBU-5, mg/kg	Soil concentration corresponding to 10 <sup>-6</sup> residential risk level, mg/kg
Trichloroethene	1,300	7.4	7.6
Tetrachloroethene	14	0.067	2.8
Carbon tetrachloride	9.2	Not detected	0.6
Benzene	2.3	Not detected	0.9
Perchlorate	170	680	39/1000*

\* Values for perchlorate were taken from the Preliminary Remediation Goals issued by the United States Environmental Protection Agency, November 22, 2000 (residential is 39 mg/kg, industrial is 1,000 mg/kg).

Groundwater contaminants found in sampling wells at or directly downgradient of the Former Open Burning Facility	Maximum groundwater concentration, µg/L	Current maximum contaminant levels (MCL), µg/L*
Trichloroethene	130,000	5
1,1-Dichloroethene	920	6
Carbon tetrachloride	340	0.5
Tetrachloroethene	48	5
Perchlorate	33,700	4**

\* Source is San Francisco Bay Regional Water Quality Control Board, except as otherwise noted.

\*\* California Action Level.

The Restrictions set forth in this Covenant will prohibit excavation in OBU-3 and OBU-5 for any activity other than remediation activities as approved by the Board, unless Board approval is obtained. Exposure to subsurface soils in OBU-3 and OBU-5 would entail an unacceptable cancer risk and health hazard based on the risk assessment and the maximum levels of VOCs

identified above. SVE systems have been installed to remediate soils impacted with VOCs in OBU-3 and OBU-5. Remediation is conducted under Board oversight.

The Restrictions will also prohibit use of the Former Open Burning Facility as a residence, hospital, school for persons under the age of 21, or day care center. These prohibited uses would entail an unacceptable cancer risk or health hazard based on the risk assessment and the maximum levels of VOCs and perchlorate identified above. Use of the Former Open Burning Facility, as remediated and subject to the Restrictions of this Covenant, and excluding the portion of the Property identified as OBU-3 and OBU-5, does not present an unacceptable threat to human safety or the environment, if limited to commercial use, industrial use, parks, or open space.

Finally, the Restrictions set forth in this Covenant will prohibit use of groundwater underlying the Former Open Burning Facility for human consumption, recreational uses, or agriculture. These prohibited uses would present an unacceptable threat to human health and safety based on the risk assessment and the maximum levels of VOCs and perchlorate identified above. A groundwater extraction and treatment system has been installed to remediate the groundwater underlying the Former Open Burning Facility. Remediation is conducted under Board oversight.

E. Adjacent Land Uses and Population Potentially Affected. The Burdened Property is used for industrial land use and is adjacent to agricultural (ranching) and Regional Park (recreational) land uses.

F. Full and voluntary disclosure to the Board of the presence of hazardous materials on the Burdened Property has been made and extensive sampling of the Burdened Property has been conducted.

G. Covenantor desires and intends that to benefit the Board, and to protect the present and future public health and safety, the Burdened Property shall be used in such a manner as to avoid potential harm to persons or property that may result from hazardous materials that may have been deposited on portions of the Burdened Property.

## ARTICLE I GENERAL PROVISIONS

1.1 Provisions to Run with the Land. This Covenant sets forth protective provisions, covenants, conditions and restrictions (collectively referred to as "Restrictions") upon and subject to which the Burdened Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. The restrictions set forth in Article III are reasonably necessary to protect present and future human health and safety or the environment as a result of the presence on the land of hazardous materials. Each and all of the Restrictions shall run with the land, and pass with each and every portion of the Burdened Property, and shall apply to, inure to the benefit of, and bind the respective successors in interest

thereof, for the benefit of the Board and all Owners and Occupants. Each and all of the Restrictions are imposed upon the entire Burdened Property unless expressly stated as applicable to a specific portion of the Burdened Property. Each and all of the Restrictions run with the land pursuant to section 1471 of the Civil Code. Each and all of the Restrictions are enforceable by the Board.

1.2 Concurrence of Owners and Lessees Presumed. All purchasers, lessees, or possessors of any portion of the Burdened Property shall be deemed by their purchase, leasing, or possession of such Burdened Property, to be in accord with the foregoing and to agree for and among themselves, their heirs, successors, and assignees, and the agents, employees, and lessees of such owners, heirs, successors, and assignees, that the Restrictions as herein established must be adhered to for the benefit of the Board and the Owners and Occupants of the Burdened Property and that the interest of the Owners and Occupants of the Burdened Property shall be subject to the Restrictions contained herein.

1.3 Incorporation into Deeds and Leases. Covenantor desires and covenants that the Restrictions set out herein shall be incorporated in and attached to each and all deeds and leases of any portion of the Burdened Property. Recordation of this Covenant shall be deemed binding on all successors, assigns, and lessees, regardless of whether a copy of this Covenant and Agreement has been attached to or incorporated into any given deed or lease.

1.4 Purpose. It is the purpose of this instrument to convey to the Board real property rights, which will run with the land, to facilitate the remediation of past environmental contamination and to protect human health and the environment by reducing the risk of exposure to residual hazardous materials.

## ARTICLE II DEFINITIONS

2.1 Board. "Board" shall mean the California Regional Water Quality Control Board for the San Francisco Bay Region and shall include its successor agencies, if any.

2.2 Improvements. "Improvements" shall mean all buildings, roads, driveways, regradings, and paved parking areas, constructed or placed upon any portion of the Burdened Property.

2.3 Occupants. "Occupants" shall mean Owners and those persons entitled by ownership, leasehold, or other legal relationship to the exclusive right to use and/or occupy all or any portion of the Burdened Property.

2.4 Owner or Owners. "Owner" or "Owners" shall mean the Covenantor and/or its successors in interest, who hold title to all or any portion of the Burdened Property.

ARTICLE III  
DEVELOPMENT, USE AND CONVEYANCE OF THE BURDENED PROPERTY

3.1 Restrictions on Development and Use. Covenantor promises to restrict the use of the Burdened Property as follows:

- a. Development of the Former Open Burning Facility shall be restricted to industrial, commercial, or office space, except as otherwise set forth in the Restrictions;
- b. No raising of food (cattle or food crops) on the Former Open Burning Facility;
- c. No residence for human habitation shall be permitted on the Former Open Burning Facility;
- d. No hospitals shall be permitted on the Former Open Burning Facility;
- e. No schools for persons under 21 years of age shall be permitted on the Former Open Burning Facility;
- f. No day care centers for children or day care centers for Senior Citizens shall be permitted on the Former Open Burning Facility;
- g. No Owners or Occupants of the Property or any portion thereof shall conduct any excavation work on OBU-3 and OBU-5, unless expressly permitted in writing by the Board. Any contaminated soils located in OBU-3 or OBU-5 and brought to the surface by grading, excavation, trenching, or backfilling shall be managed by Covenantor or his agent in accordance with all applicable provisions of local, state and federal law;
- h. All uses and development of the Burdened Property shall be consistent with any applicable Board Order or Risk Management Plan, each of which is hereby incorporated by reference including future amendments thereto. Any remedial measures taken or remedial equipment installed and any groundwater monitoring system installed on the Burdened Property pursuant to the requirements of the Board shall be consistent with any applicable Board Order or Risk Management Plan, unless otherwise expressly permitted in writing by the Board.
- i. No Owners or Occupants of the Property or any portion thereof shall drill, bore, otherwise construct, or use a well within the Burdened Property for the purpose of extracting drinking water for human consumption, recreational uses, or agriculture from the Santa Clara Formation or the overlying alluvium, unless expressly permitted in writing by the Board. Treated groundwater may be used for dust control, landscape irrigation, and pasture irrigation.
- j. The Covenantor agrees that the Board, and/or any persons acting pursuant to Board orders, shall have reasonable access to the Burdened Property for the purposes of inspection, surveillance, maintenance, or monitoring, as provided for in Division 7 of the Water Code.

k. No Owner or Occupant of the Burdened Property shall act in any manner that will aggravate or contribute to the existing environmental conditions of the Burdened Property.

3.2 Enforcement. Failure of an Owner or Occupant to comply with any of the restrictions, as set forth in paragraph 3.1, shall be grounds for the Board, by reason of this Covenant, to have the authority to require that the Owner modify or remove any Improvements constructed in violation of that paragraph. Violation of the Covenant shall be grounds for the Board to file civil actions against the Owner as provided by law.

3.3 Notice in Agreements. After the date of recordation hereof, all Owners and Occupants shall execute a written instrument that shall accompany all purchase agreements or leases relating to the Burdened Property. Any such instrument shall contain the following statement:

The land described herein contains hazardous materials in soils and in the groundwater under the property, and is subject to a deed restriction dated as of July 5, 2002, and recorded on July 29, 2002, in the Official Records of Santa Clara County, California, as Document No. 16388444, which Covenant and Restriction imposes certain covenants, conditions, and restrictions on usage of the property described herein. This statement is not a declaration that a hazard exists.

#### ARTICLE IV VARIANCE AND TERMINATION

4.1 Variance. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or any portion thereof may apply to the Board for a written variance from the provisions of this Covenant. Any such variance granted by the Board shall amend the rights and obligations of the Board and all Owners and Occupants and the provisions of this Covenant in accordance with the terms of the variance granted by the Board. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or any portion thereof may record such variance in the Official Records of Santa Clara County, California.

4.2 Termination. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or a portion thereof may apply to the Board for a termination of the Restrictions as they apply to all or any portion of the Burdened Property. Upon issuance, the Restrictions set forth in the Board's termination and, to the extent applicable to such Restrictions, all rights and obligations of the Board and all Owners and Occupants and the provisions of this Covenant, shall terminate. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or any portion thereof may record a termination issued by the Board in the Official Records of Santa Clara County, California.

4.3 Term. Unless terminated in accordance with paragraph 4.2 above, by law or otherwise, this Covenant shall continue in effect in perpetuity.

ARTICLE V  
MISCELLANEOUS

5.1 No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Burdened Property or any portion thereof to the general public.

5.2 Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective (1) when delivered, if personally delivered to the person being served or official of a government agency being served, or (2) three business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested:

*If To: "Covenantor"*  
Gregory S. Fatovic  
General Manager  
United Technologies Corporation  
Pratt & Whitney Space Propulsion  
600 Metcalf Road  
San Jose, CA 95138-9601

*If To: "Board"*  
Regional Water Quality Control Board  
San Francisco Bay Region  
Attention: Executive Officer  
1515 Clay Street, Suite 1400  
Oakland, California 94612

5.3 Partial Invalidity. If any portion of the Restrictions or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.

5.4 Article Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.


5.5 Recordation. This instrument shall be executed by the Covenantor and by the Executive Officer of the Board. This instrument shall be recorded by the Covenantor in the County of Santa Clara within ten (10) days of the date of execution.

5.6 References. All references to Code sections include successor provisions.

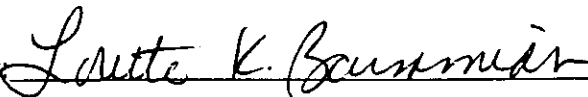


5.7 Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the Covenant to effect the purpose of this instrument and the policy and purpose of the Water Code. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.  
Covenantor: United Technologies Corporation  
Pratt & Whitney Space Propulsion

By:  Gregory S. Fatovic  
Title: General Manager  
Date: 7/5/02

Agency: State of California  
Regional Water Quality Control Board,  
San Francisco Bay Region

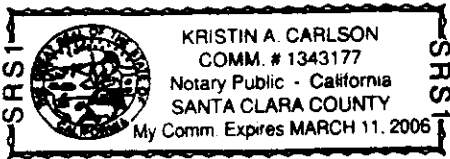
By:  Lotetta K. Basmajian  
Title: Executive Officer  
Date: July 16, 2002

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF SANTA CLARA )

On July 5, 2002 before me, Kristin A. Carlson  
personally appeared Gregory S. Fatovic,

- personally known to me or
- proved to me on the basis of satisfactory evidence 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 entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



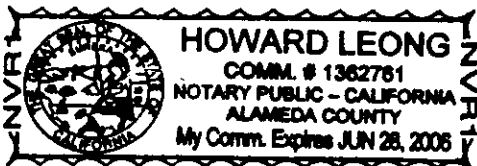
Kristin A. Carlson  
Notary Public in and for said  
County and State

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF ALAMEDA )

On July 16, 2002 before me, HOWARD LEONG  
personally appeared Loretta K. Barsamian,

- personally known to me or
- proved to me on the basis of satisfactory evidence 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 person or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Howard Leong  
Notary Public in and for said  
County and State

## EXHIBIT A

### LEGAL DESCRIPTION OF BURDENED PROPERTY

The Burdened Property is located on portions of that parcel of land (the "Property") as described in that deed recorded at Book 5254 at Pages 488 through 493 of the official Records of the Office of the Recorder of County of Santa Clara, California which description is incorporated herein by reference as though fully set forth at length. The following coordinate values are based upon the California Coordinate System, Zone 3. Horizontal values are based upon a GPS survey conducted in January 1996, utilizing 2<sup>nd</sup> order stations Metcalf and Perry's for horizontal values (North American Datum 1927).

Burdened Property. The Burdened Property includes that area of the Property with underlying impacted groundwater; however, not all of the property within the Burdened Property has impacted groundwater. For the purpose of this covenant and environmental restriction, an area greater than the known impacted area has been described. At a later date, additional sampling may be conducted to further define the extent of groundwater contamination.

The Burdened Property is comprised of three areas within Shingle Valley, Mixer Valley, and the Panhandle. The Shingle Valley portion of the Burdened Property is comprised of that portion of the Property identified by a line from a point 269740N, 1651869E then proceeding east to 269726N, 1653028E then proceeding southeast to 269319N, 1654690E then proceeding southeast to 266529N, 1656718E then proceeding northeast to 266644N, 1656887E then proceeding northwest to 268657N, 1655972E then proceeding north to 269668N, 1655883E then proceeding east to 269663N, 1656269E then proceeding southeast to 267890N, 1658240E then proceeding southeast to 261256N, 1661983E then proceeding southwest to 261120N, 1661861E then proceeding southwest to 260878N, 1661813E then proceeding northwest to 260922N, 1661675E then proceeding southwest to 260814N, 1661346E then proceeding northwest to 261165N, 1660047E then proceeding north to 261958N, 1659964E then proceeding northwest to 263438N, 1656227E then proceeding northeast to 265195N, 1657446E then proceeding northwest to 265997N, 1656305E then proceeding southwest to 265032N, 1653877E then proceeding northwest to 265627N, 1653436E then proceeding northeast to 266334N, 1655570E then proceeding northeast to 266711N, 1655742E then proceeding northwest to 269448N, 1652281E then proceeding southwest to 268421N, 1650278E then proceeding northwest to 269296N, 1649748E then proceeding southeast to 269181N, 1650626E and finally proceeding northeast back to 269740N, 1651869E as identified on Figure 1 attached hereto and incorporated herein by this reference.

The Mixer Valley portion of the Burdened Property is comprised of that portion of the Property identified by a line from a point 269034N, 1658959E then proceeding southeast to 267195N, 1662913E then proceeding south to 265677N, 1662905E then proceeding west to 265720N, 1661811E then proceeding northwest to 266569N, 1659633E then proceeding northwest to 267890N, 1658240E then proceeding north to 268695N, 1658205E and finally proceeding

northeast back to 269034N, 1658959E as identified on Figure 1 attached hereto and incorporated herein by this reference.

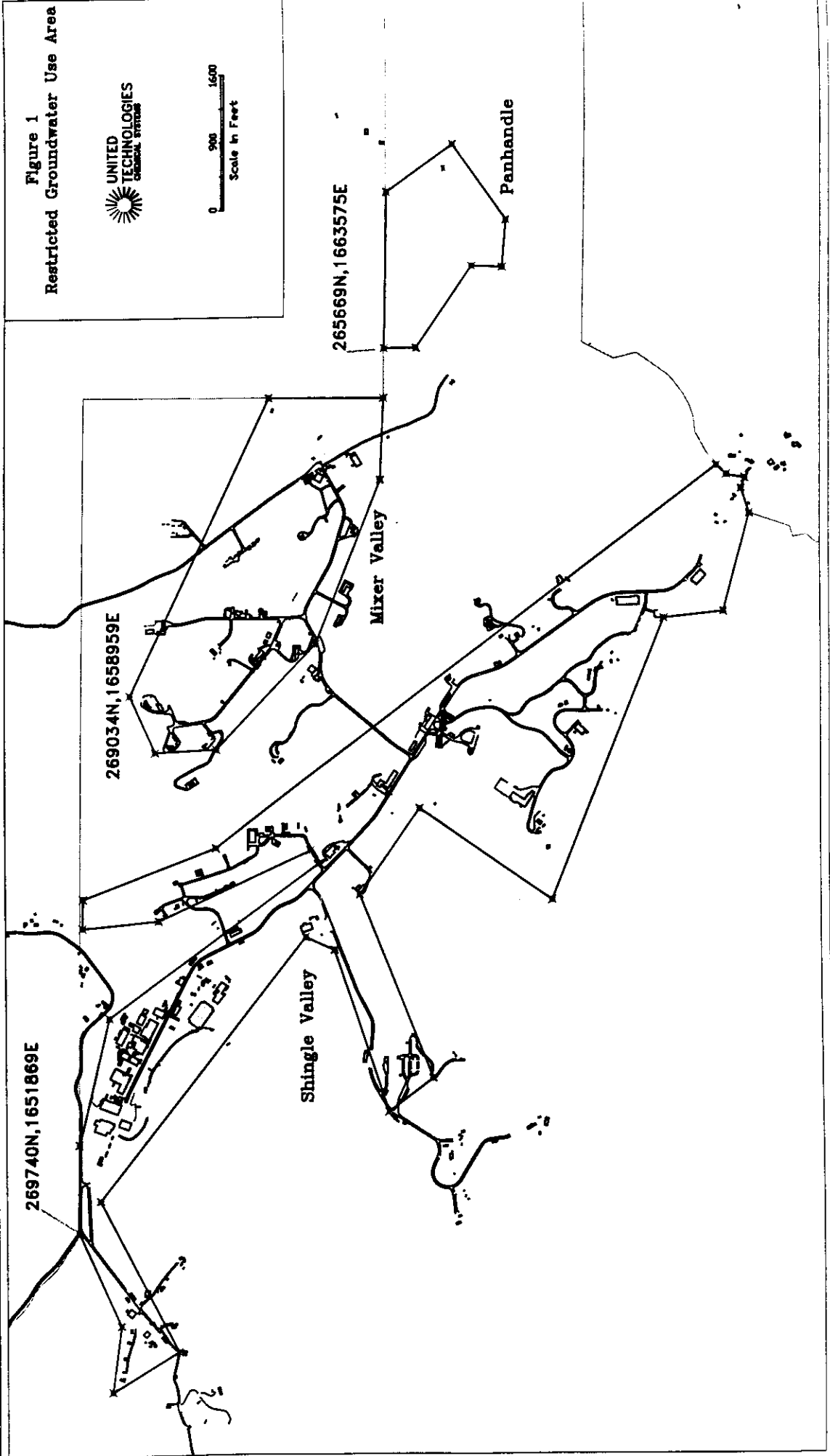
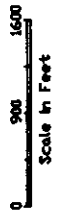
The Panhandle portion of the Burdened Property is comprised of that portion of the Property identified by a line from a point 265669N, 1663575E then proceeding east to 265649N, 1665647E then proceeding southeast to 264769N, 1666277E then proceeding southwest to 264059N, 1665270E then proceeding west to 264107N, 1664644E then proceeding north to 264514N, 1664659E then proceeding northwest to 265241N, 1663577E and finally proceeding north back to 265669N, 1663575E as identified on Figure 1 attached hereto and incorporated herein by this reference.

Former Open Burning Facility. The Former Open Burning Facility is contained within the Burdened Property and is limited to the 17-acre former RCRA-regulated treatment facility where open air burning of explosive wastes took place. The Former Open Burning Facility is comprised of that portion of the property identified by a line from the point 264057.35N, 1665166.11E then proceeding west to 264117.30N, 1664687.73E then proceeding north to 264319.14N, 1664677.00E then proceeding north to 264712.09N, 1664685.75E then proceeding north to 264916.30N, 1664606.45E then proceeding northeast to 265349.40N, 1664921.89E then proceeding southeast to 265291.80N, 1665003.68E then proceeding southeast to 265229.19N, 1665066.91E then proceeding southeast to 265221.72N, 1665079.42E then proceeding southeast to 265068.40N, 1665501.71E then proceeding southeast to 264960.95N, 1665558.94E then proceeding south to 264670.68N, 1665521.63E then proceeding southwest 264604.32N, 1665362.28E and finally proceeding southwest back to 264057.35N, 1665166.11E as identified on Figure 2 attached hereto and incorporated herein by this reference.

OBU-3. OBU-3 is a 366 square yard area contained within the Former Open Burning Facility. OBU-3 is comprised of that portion of the property identified by a line from the point 264848.13N, 1665153.57E then proceeding northwest to 264875.31N, 1665105.83E then proceeding northeast to 264897.82N, 1665119.49E then proceeding northeast to 264919.77N, 1665139.15E then proceeding southeast to 264911.93N, 1665165.54E then proceeding southeast to 264898.46N, 1665180.66E then proceeding southwest back to 264882.07N, 1665173.68E and finally proceeding southwest to 264848.13N, 1665153.57E as identified on Figure 3 attached hereto and incorporated herein by this reference.

OBU-5. OBU-5 is a 600 square yard area contained within the Former Open Burning Facility. OBU-5 is comprised of that portion of the property identified by a line from the point 264932.47N, 1665235.87E then proceeding northeast to 264983.73N, 1665259.25E then proceeding southeast to 264950.71N, 1665336.88E then proceeding southwest to 264898.26N, 1665320.98E and finally proceeding northwest back to 264932.47N, 1665235.87E as identified on Figure 4 attached hereto and incorporated herein by this reference.

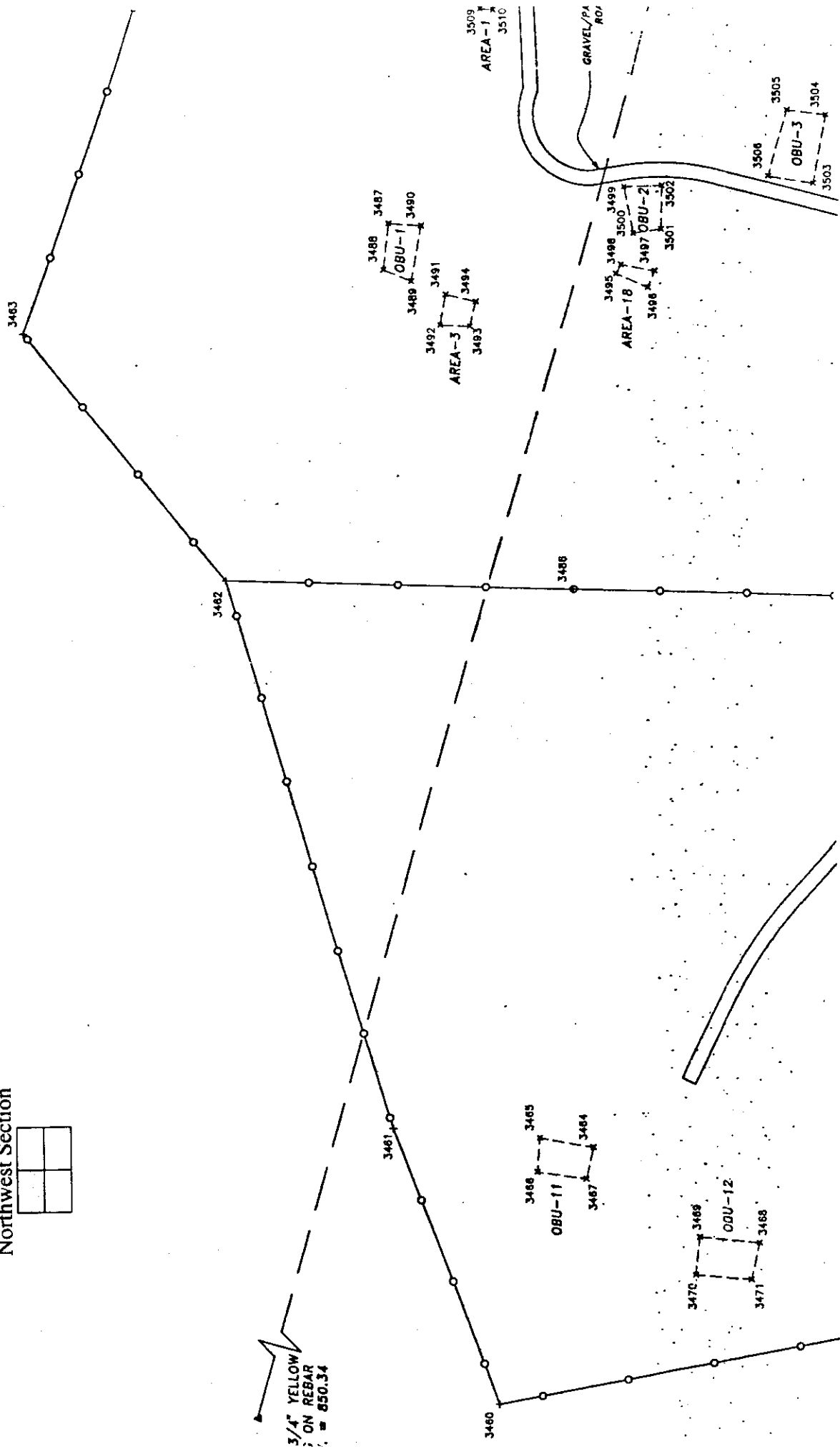
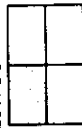
Figure 1  
Restricted Groundwater Use Area



# FIGURE 2

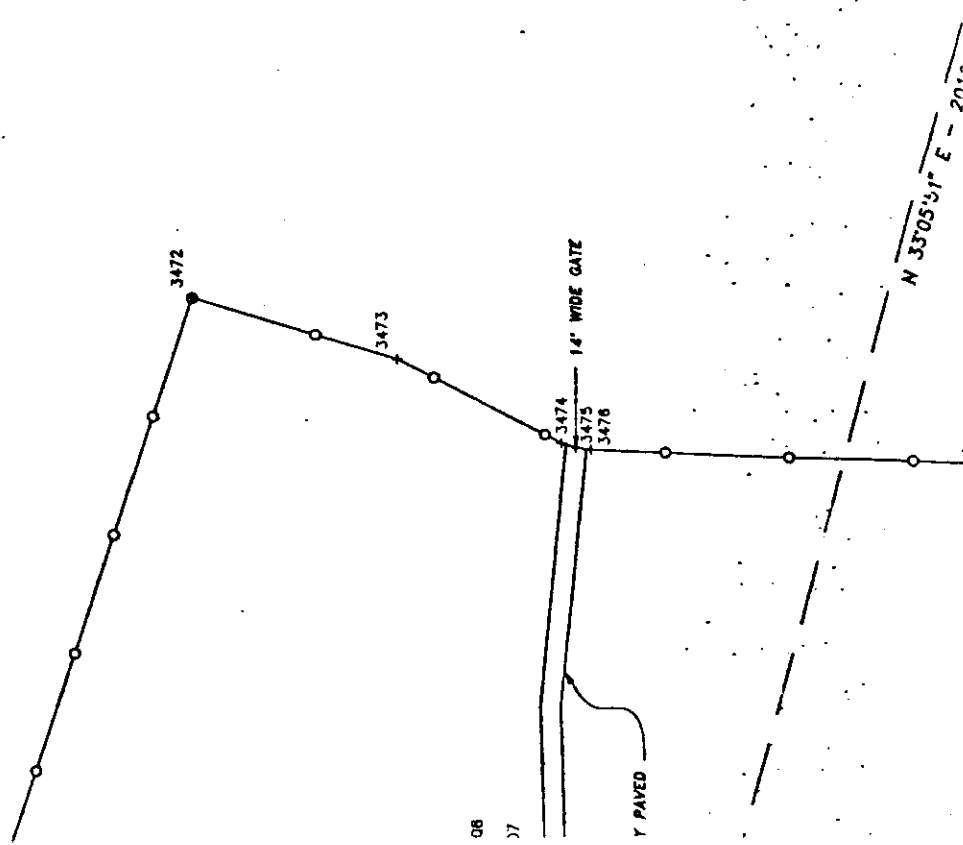
1 of 4

Northwest Section



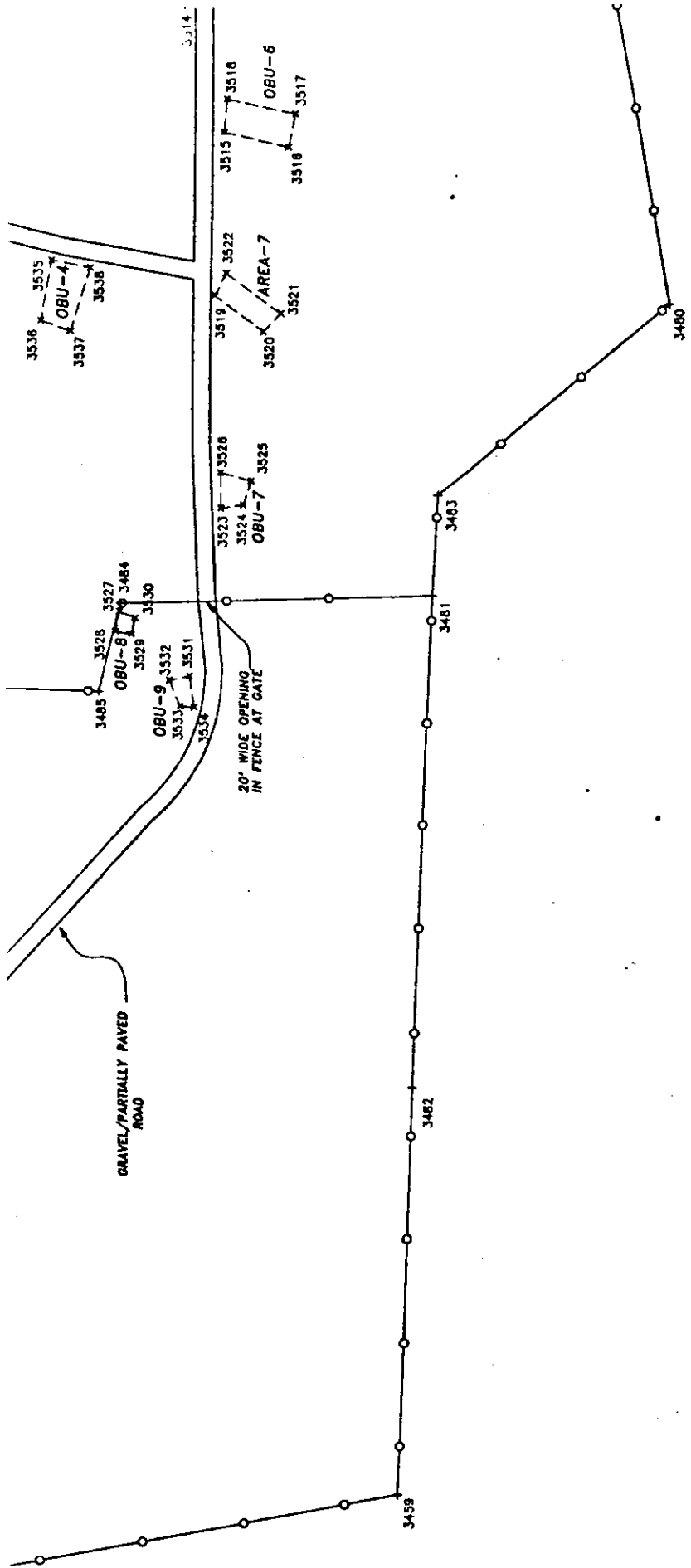
**LOCATION SURVEY**  
 of the  
**OBU FACILITIES WITHIN THE OBF**  
 for  
**ICF KAISER**  
**UTC/CSD METCALF ROAD**  
**SAN JOSE, CALIFORNIA**  
**AUGUST 28, 1998**

**FIGURE 2**  
 2 of 4  
 Northeast Section



**LOCATION COORDINATE VALUES**

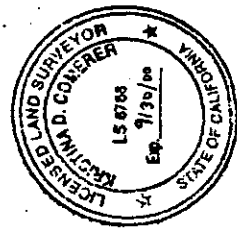
Point ID	NORTH	EAST	ELEV	DESC
3487	264913.32	1664863.17	809.93	OBU-1
3488	264884.96	1664850.55	811.10	OBU-1
3489	264871.78	1664866.29	811.38	OBU-1
3490	264905.85	1664883.68	808.75	OBU-1
3499	264988.95	1665024.42	808.17	OBU-2
3500	264858.68	1665021.03	810.82	OBU-2
3501	264853.91	1665040.23	810.63	OBU-2
3502	264881.79	1665049.49	808.89	OBU-2
3503	264851.34	1665148.46	813.27	OBU-3
3504	264893.82	1665170.57	812.65	OBU-3
3505	264904.97	1665146.59	812.00	OBU-3
3506	264863.44	1665120.92	812.10	OCU-3
3535	264801.30	1665188.33	816.25	OBU-4
3536	264770.00	1665172.68	818.63	OBU-4
3537	264759.11	1665167.11	818.98	OBU-4
3538	264790.50	1665208.41	817.35	OBU-4
3511	264954.06	1665318.96	814.70	OBU-5
3512	264978.44	1665280.17	815.39	OBU-5
3513	264934.63	1665256.13	816.14	OBU-5
3514	264917.64	1665307.28	815.39	OBU-5
3515	264841.95	1665305.26	816.58	OBU-6
3516	264822.35	1665339.30	818.94	OBU-6
3517	264839.73	1665348.68	818.75	OBU-6
3518	264859.84	1665312.70	816.24	OBU-6
3523	264634.84	1665239.41	822.97	OBU-7
3524	264632.76	1665252.68	823.14	OBU-7
3525	264644.77	1665261.39	823.39	OBU-7
3526	264654.89	1665245.44	823.06	OBU-7
3527	264594.58	1665168.06	822.57	OBU-8
3528	264583.92	1665160.36	822.79	OBU-8
3529	264579.87	1665168.63	824.07	OBU-8
3530	264586.35	1665173.27	823.09	OBU-8
3531	264546.74	1665193.10	824.17	OBU-9
3532	264547.58	1665181.40	823.13	OBU-9
3533	264531.53	1665182.83	824.61	OBU-9
3534	264528.52	1665190.27	824.13	OBU-9
3464	264264.94	1664803.25	841.93	OBU-11
3465	264282.48	1664770.37	841.59	OBU-11
3466	264281.05	1664761.47	842.04	OBU-11
3467	264245.92	1664791.91	841.75	OBU-11
3468	264187.09	1664892.13	842.53	OBU-12
3469	264181.58	1664884.32	843.67	OBU-12
3470	264159.60	1664843.60	842.88	OBU-12
3471	264144.87	1664878.91	843.43	OBU-12
3507	265042.79	1664860.06	804.39	AREA-1
3508	265045.80	1664871.74	804.44	AREA-1
3509	265034.64	1664967.44	803.99	AREA-1
3510	265031.32	1664975.84	803.91	AREA-1
3491	264855.88	1664865.69	813.53	AREA-3
3492	264836.89	1664876.03	816.00	AREA-3
3493	264823.95	1664893.18	815.45	AREA-3
3494	264845.10	1664903.81	814.06	AREA-3
3519	264754.23	1665272.16	819.83	AREA-7
3520	264725.55	1665294.00	820.00	AREA-7
3521	264732.58	1665306.81	820.11	AREA-7
3522	264784.27	1665282.37	818.25	AREA-7
3495	264834.14	1665001.67	812.11	AREA-18
3496	264818.50	1665019.75	813.48	AREA-18
3497	264827.78	1665027.67	812.68	AREA-18
3498	264839.04	1665006.71	812.19	AREA-18



**SURVEYOR'S STATEMENT**

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYORS' ACT AT THE REQUEST OF GREG NICOLL, ICF KAISER, ON AUGUST 28, 1998.

*Kristina D. Conner*  
 KRISTINA D. CONNER, PLS 6766  
 LICENSE EXPIRES: September 30, 2000



**BENCH MARK**

POINT NO. 9021, FD. REBAR, DN. 0.1' ELEVATION = 819.64 FEET ABOVE SEA LEVEL. HORIZONTAL AND VERTICAL CONTROLS HAVE BEEN ESTABLISHED BY CROSS LAND SURVEYING, INC., AND ARE BASED UPON A GPS SURVEY IN APRIL & MAY, 1989, UTILIZING N.G.S. 2ND ORDER STATIONS METCALF & PERRY'S FOR HORIZONTAL VALUES (NAD 1927) AND VARIOUS N.G.S. BENCH MARKS FOR VERTICAL CONTROL (NGVD 1929).

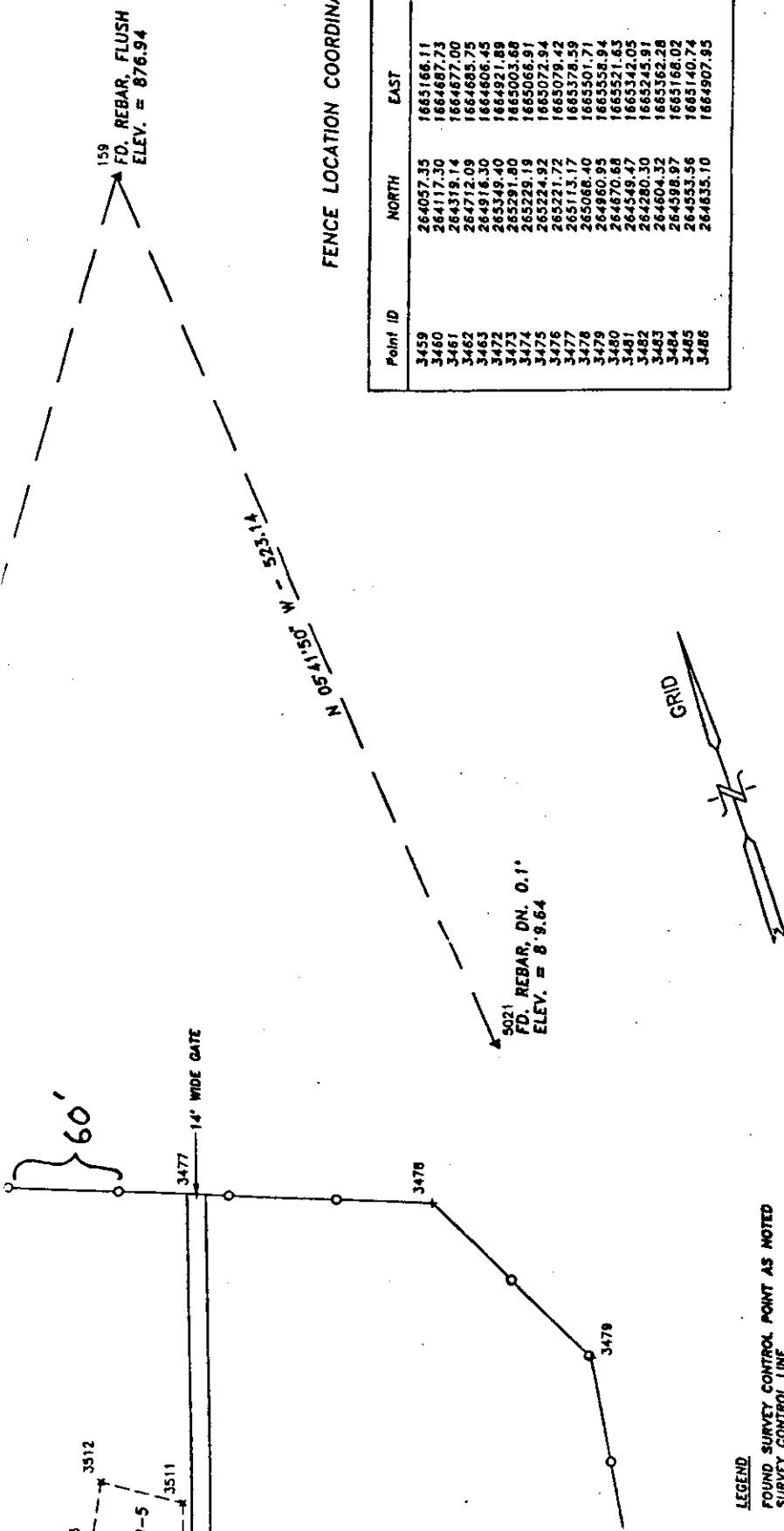
**FIGURE 2**

3 of 4

Southwest Section







FENCE LOCATION COORDINATE VALUES

Point ID	NORTH	EAST	ELEV	DESC
3459	264057.35	1665166.11	820.04	FENCE COR.
3460	264117.30	1664687.73	842.23	FENCE COR.
3461	264319.14	1664877.00	844.40	FENCE ANG PT.
3462	264712.09	1664685.75	830.59	FENCE INT.
3463	264916.30	1664806.45	821.88	FENCE COR.
3472	265349.40	1664921.89	800.07	FENCE COR.
3473	265329.18	1665003.68	803.36	FENCE ANG PT.
3474	265224.92	1665066.91	805.40	FENCE ANG PT.
3475	265221.72	1665072.94	805.33	FENCE C/L GATE
3476	265113.17	1665079.42	803.39	FENCE ANG PT.
3477	265068.40	1665378.59	811.53	FENCE C/L GATE
3478	264960.95	1665501.71	817.49	FENCE COR.
3479	264870.85	1665558.94	820.35	FENCE COR.
3480	264548.47	1665521.83	825.21	FENCE COR.
3481	264280.30	1665342.05	825.90	FENCE INT.
3482	264604.32	1665245.91	832.60	FENCE LINE
3483	264598.97	1665362.28	824.81	FENCE ANG PT.
3484	264553.56	1665168.02	822.35	FENCE ANG PT.
3485	264553.56	1665140.74	822.76	FENCE ANG PT.
3486	264635.10	1664907.95	826.12	FENCE LINE

CROSS LAND SURVEYING, INC.  
 2210 MT. PLEASANT ROAD  
 SAN JOSE, CA 95148  
 (408) 274-7994



SCALE: 1" = 60'

Reduced to 64.5%

PROJECT NO. 98-

FIGURE 2

4 of 4

Southeast Section



LEGEND  
 FOUND SURVEY CONTROL POINT AS NOTED  
 SURVEY CONTROL LINE  
 OLD OUTLINE  
 SURVEYED POSITION AND ID NUMBER  
 EDGE OF GRAYEL/PARTIALLY PAVED ROAD  
 6' HIGH CYCLOPE FENCE

**EXTENT OF VOC-CONTAMINATED SOIL  
(TOP 15 FEET)  
OBU-3 AREA**

for

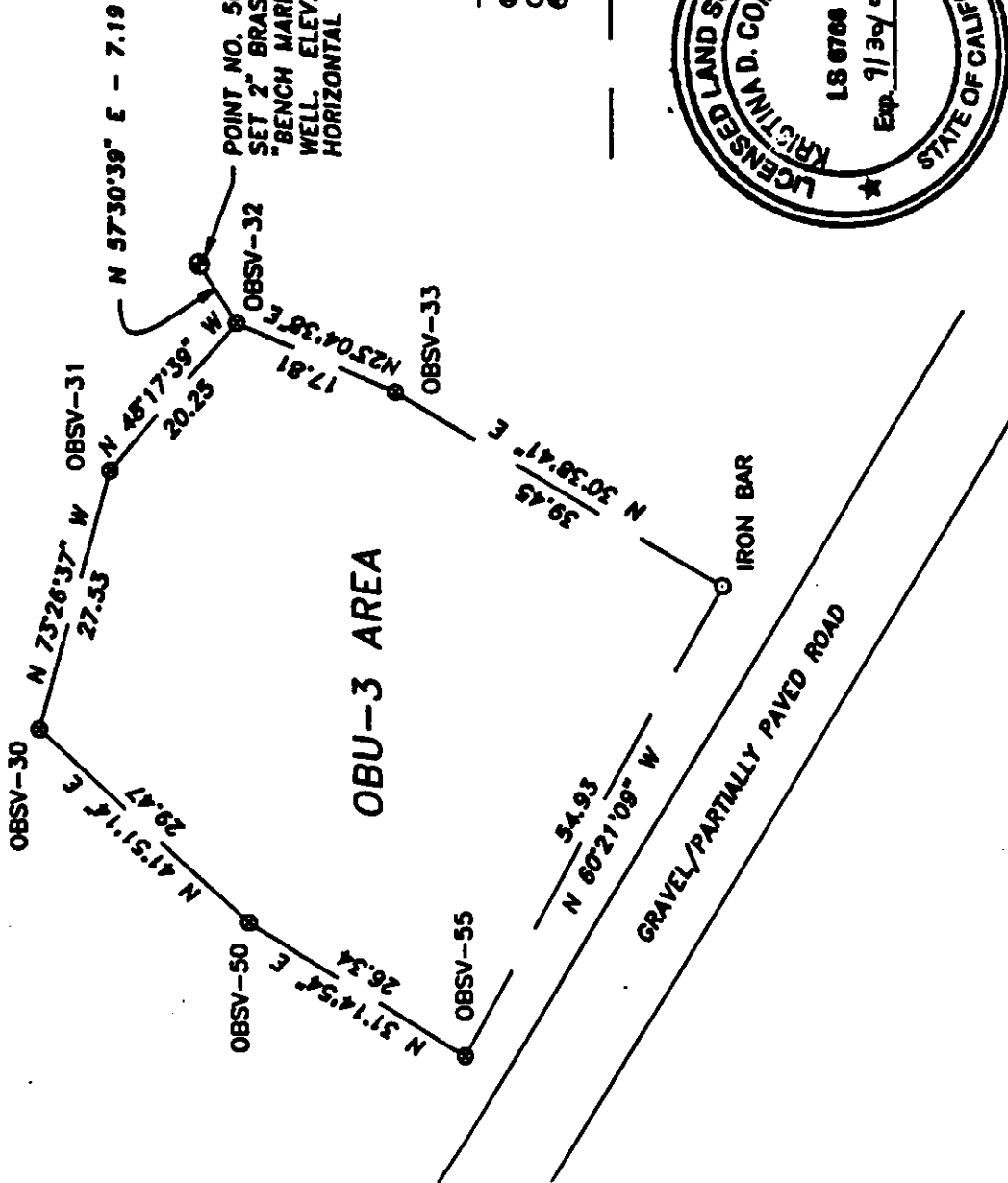
ICF KAISER

UTC/CSD METCALF ROAD

SAN JOSE, CALIFORNIA

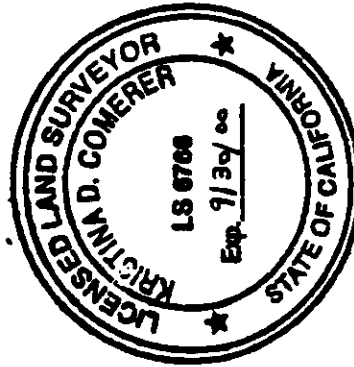
DECEMBER 10, 1998

**FIGURE 3**



**LEGEND**

- ⊙ OBSV VENT LOCATION
- IRON BAR
- ⊙ SET 2" BRASS DISK BENCH MARK
- EXTENTS OF VOC-CONTAMINATED SOIL (TOP 15 FEET)



**SURVEYOR'S STATEMENT**

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*Kristina D. Comer*

KRISTINA D. COMER, PLS 6766  
LICENSE EXPIRES: September 30, 2000



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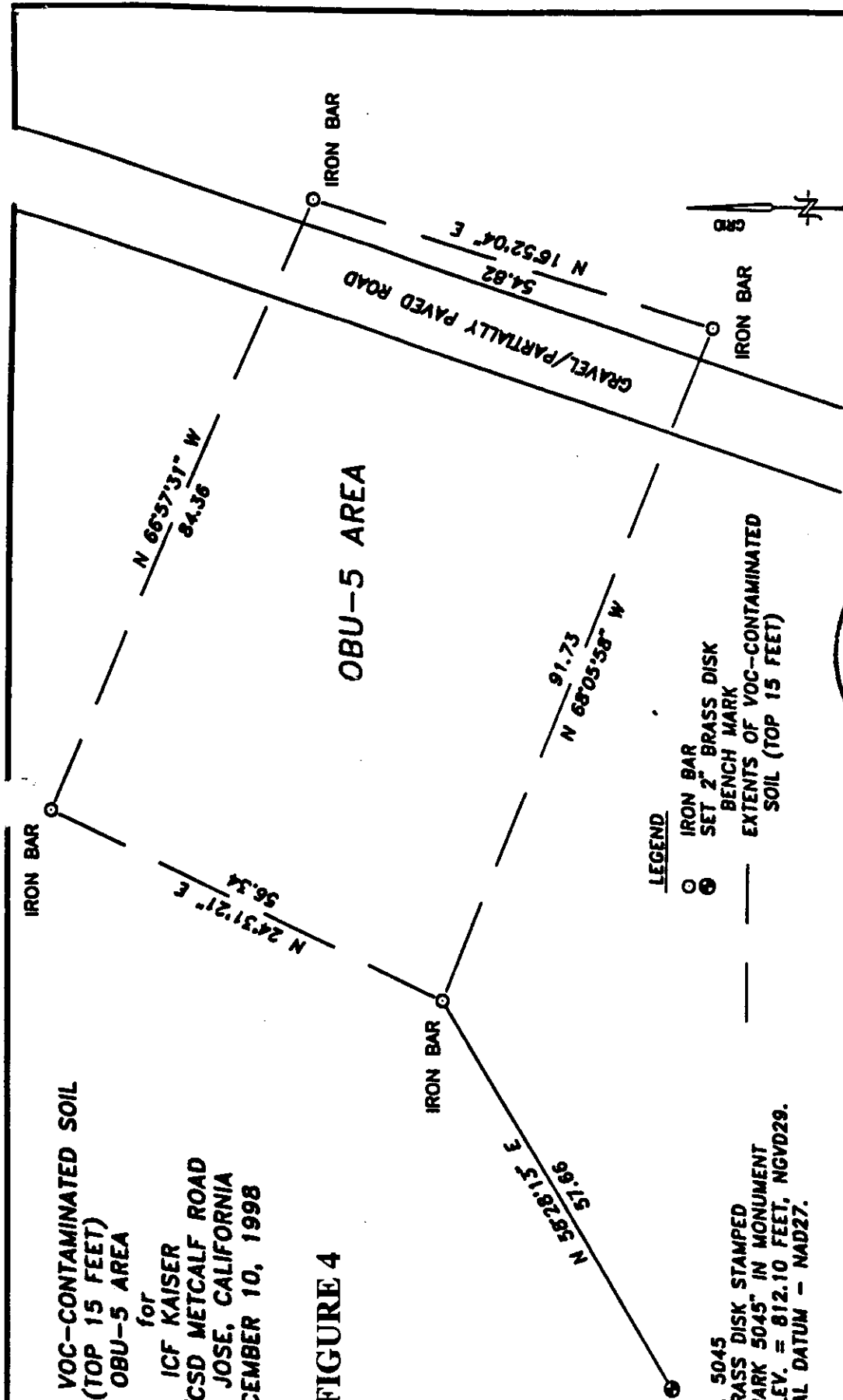
PROJECT NO. 98-80

**EXTENT OF VOC-CONTAMINATED SOIL  
(TOP 15 FEET)  
OBU-5 AREA**

for  
ICF KAISER  
UTC/CSD METCALF ROAD  
SAN JOSE, CALIFORNIA  
DECEMBER 10, 1998

**FIGURE 4**

**OBU-5 AREA**



**LEGEND**

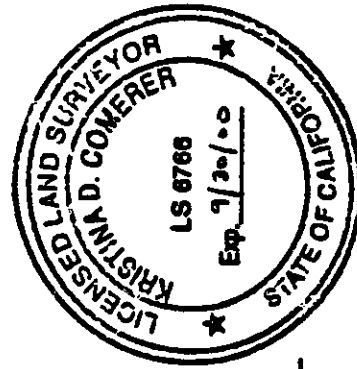
- IRON BAR
- ⊙ SET 2" BRASS DISK
- ⊙ BENCH MARK
- EXTENTS OF VOC-CONTAMINATED SOIL (TOP 15 FEET)

POINT NO. 5045  
SET 2" BRASS DISK STAMPED  
"BENCH MARK 5045" IN MONUMENT  
WELL. ELEV. = 812.10 FEET, NGVD29.  
HORIZONTAL DATUM - NAD27.

**SURVEYOR'S STATEMENT**

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*Kristina D. Comer*  
KRISTINA D. COMERER, PLS 6766  
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SCALE 1" = 20'



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PROJECT NO. 98-80

