

3
Requester
Checked Title

Recorded in Official Records, Alameda County
Patrick O'Connell, Clerk-Recorder



98278805 1:27pm 08/11/98

885 435130 32 11 888882
A23 7.00 15.00 0.00 0.00 0.00 0.00
0.00

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

CBS Corporation
11 Stanwix Street
Pittsburgh, Pennsylvania 15222-1384
Attention: Real Estate Department

Applies to Parcel
1 (must be
ESJV, because
HSD
was owned
by us at
that
time)
Parcel 1

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter the "Declaration") is made as of the 11th day of August, 1998, by CBS Corporation, a Pennsylvania corporation (hereinafter the "Declarant").

RECITALS

A. Declarant is the owner of certain real property located in the City of Emeryville, County of Alameda, State of California, as more particularly described in Exhibit A attached hereto (hereinafter referred to as the "Property").

B. The Property is adjacent to certain real property owned by Declarant and described in Exhibit B attached hereto (the "Adjacent Property"), which Adjacent Property is the subject of a Consent Agreement and Final Order in the matter of *In re: Westinghouse Electric Corporation*, No. TSCA-09-13C, United States Environmental Protection Agency, Region 9 (October 30, 1984), entered into between the United States Environmental Protection Agency (hereinafter referred to as the "EPA") and Declarant and recorded in the Alameda County Recorder's office on April 10, 1986, as Instrument No. 86-085949, which has been subsequently amended by amendments dated February 28, 1985, August 28, 1985 and September 6, 1991 (hereinafter collectively referred to as the "Consent Agreement"). The Consent Agreement arises out of the contamination of the Adjacent Property with polychlorinated biphenyls (hereinafter referred to as "PCBs"). The PCB contamination of the Adjacent Property has been encapsulated by virtue of construction of a slurry wall with asphalt cover in accordance with the requirements of the Consent Agreement.

C. Declarant plans to permit the Property to be used for commercial uses, except as limited hereby. In anticipation of such contemplated use of the Property, Declarant has determined to and does hereby affix and establish restrictions upon and subject to which the Property shall be disposed, improved, held, leased, sold and/or conveyed. Such restrictions shall run with the land and shall inure to and pass with the Property and shall apply to and bind the respective successors in interest ("Successors") thereof as to any and all portions of the Property herein described.

Parcel 2

i.e. Exhibit
A
property

A 108926

98278805

The recitals hereinabove are hereby incorporated in this Declaration by reference.

1. Notification of Governmental Inquiries. All Successors, whether by way of ownership, lease, license or otherwise shall immediately notify Declarant in writing of any questions, concerns, investigations, proceedings or orders from the EPA or any other cognizant regulatory body concerning any PCB or other environmental hazard on or suspected to be on the Property.

2. Use Restrictions. The Property may be developed for office, retail and other commercial uses. The Property shall not be used for the following purposes: single-family or multi-unit residential structures; infant or children's day care services; hospital or other medical or dental services; elementary or secondary school classrooms; or facilities for the large-scale manufacture, preparation, storage or distribution of foods, drugs or other products prepared for human consumption or unpackaged utensils related thereto (provided, however, that the use of the Property for restaurant, cafeteria, cafe, coffee shop or similar on-site food preparation and consumption operations shall be permitted on the Property and such use of the Property shall not be prohibited by the foregoing restrictions).

3. Notification to Tenants and Purchasers. During its period of ownership of the Property, each Successor shall comply with the provisions of any applicable law regarding notification to tenants and any purchaser of the Property required as a consequence of the proximity of the Property to the Adjacent Property.

4. Successors and Assigns. This Declaration shall inure to the benefit of the Successors to Declarant by way of merger or consolidation or other disposition of its business. This Declaration shall be binding upon the Successors to Declarant as owner of the Property who shall take subject to all of the terms, provisions and covenants hereof without exception.

5. Term. The term of this Declaration shall commence as of the date of recordation hereof and shall continue in perpetuity.

6. Notices to Declarant. Any notice to be given to Declarant hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested to the following address:

CBS Corporation
11 Stanwix Street
Pittsburgh, Pennsylvania 15222-1384
Attention: Real Estate Department

Declarant reserves the right to change such address by written notice to all current legal record holders of title to the Property.

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7. **Modification.** This Declaration may be modified only by a written instrument executed by Declarant or its successor and by the then owner of the Property.

8. **Mortgages Protection.** No breach of the covenants, conditions or restrictions set forth herein shall impair, defeat or render invalid the lien or charge of any mortgage or deed of trust encumbering the Property, or any ground lease affecting the Property; and all such covenants, conditions and restrictions shall be binding upon and effective against any person or entity whose title to the Property is derived pursuant to judicial or nonjudicial foreclosure or by a deed in lieu of foreclosure, or any other Successor to Declarant as owner of the Property.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first above written.

CBS CORPORATION,
a Pennsylvania corporation

By
Its

A. J. ...
Vice President

98278805

Exhibit A

PROPERTY DESCRIPTION

All that certain real property, located in the City of Emeryville, County of Alameda, State of California, described as follows:

Parcel 1 shown on Parcel Map 7258 recorded on August 7th, 1998, at Book 236 of Maps, Pages 42 & 43, Series No 98-273580, in the Official Records of the Recorder of Alameda County, California.

98278805

Exhibit B

PROPERTY DESCRIPTION OF ADJACENT PROPERTY

All that certain real property, located in the City of Emeryville, County of Alameda, State of California, described as follows:

Parcel 2 shown on Parcel Map 7258 recorded on August 7th, 1998, at Book 236 of Maps, Pages 42 & 43, Series No 98-273580, in the Official Records of the Recorder of Alameda County, California.

98278805

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.

On this 30th day of July, 1998, before me, a Notary Public in and for said State and County, personally appeared known to me (or proved to me on the basis of satisfactory evidence) to be the Regis Stala of the Corporation that executed the within instrument and the officer who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its By-Laws or a resolution of its Board of Directors.

Witness my hand and official seal as of the date hereinabove written.

Carol A. Graven
Notary Public in and for said State and County

(Seal)

CAROL A. GRAVEN
Notary Public, State of New York
No. 01-4649328
Qualified in Bronx County
Commission Expires July 31, 1999

REQUESTOR
Chicago Title

Recorded in Official Records, Alameda County
Patrick O'Connell, Clerk-Recorder

28.00

98278804 1:27pm 08/11/98

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

005 433127 32 11 000002
A23 8 7.00 21.00 0.00 0.00 0.00 0.00
0.00

CBS Corporation
11 Stanwix Street
Pittsburgh, Pennsylvania 15222-1384
Attention: Real Estate Department

8
10
Applies to
Parcel 4

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter the "Declaration") is made as of the 11th day of August, 1998, by CBS Corporation, a Pennsylvania corporation (hereinafter the "Declarant").

RECITALS

A. Declarant is the owner of certain real property located in the City of Emeryville, County of Alameda, State of California, as more particularly described in Exhibit A attached hereto (hereinafter referred to as the "Property").

B. The Property is adjacent to certain real property owned by Declarant and described in Exhibit B attached hereto (the "Adjacent Property"), which Adjacent Property is the subject of a Consent Agreement and Final Order in the matter of *In re: Westinghouse Electric Corporation*, No. TSCA-09-13C, United States Environmental Protection Agency, Region 9 (October 30, 1984), entered into between the United States Environmental Protection Agency (hereinafter referred to as the "EPA") and Declarant and recorded in the Alameda County Recorder's office on April 10, 1986, as Instrument No. 86-085949, which has been subsequently amended by amendments dated February 28, 1985, August 28, 1985 and September 6, 1991 (hereinafter collectively referred to as the "Consent Agreement"). The Consent Agreement arises out of the contamination of the Adjacent Property with polychlorinated biphenyls (hereinafter referred to as "PCBs"). The PCB contamination of the Adjacent Property has been encapsulated by virtue of construction of a slurry wall with asphalt cover in accordance with the requirements of the Consent Agreement.

C. Declarant plans to permit the Property to be used for commercial uses, except as limited hereby. In anticipation of such contemplated use of the Property, Declarant has determined to and does hereby affix and establish restrictions upon and subject to which the Property shall be disposed, improved, held, leased, sold and/or conveyed. Such restrictions shall run with the land and shall inure to and pass with the Property and shall apply to and bind the respective successors in interest ("Successors") thereof as to any and all portions of the Property herein described.

Parcel 2
(Mound)

Parcel 4 (ESN)

(B) A108926

The recitals hereinabove are hereby incorporated in this Declaration by reference.

1. Consent Agreement: Right of Entry.

(a) With respect to Declarant's obligations under the Consent Agreement to monitor the Adjacent Property on an ongoing basis to determine that the PCB contamination thereof remains encapsulated, Declarant is required to maintain certain monitoring wells, one or more of which are currently located on the Property as shown on Exhibit C attached hereto. Declarant shall be permitted to continue to monitor the Adjacent Property for PCB contamination in accordance with the Consent Agreement on a continuing basis. Declarant shall be permitted to take all action required of it in connection with any PCB contamination or other contamination or alleged contamination resulting from Declarant's ownership, occupancy, and use of the Adjacent Property. All monitoring wells required to be maintained by Declarant on the Property for the purpose of monitoring the Adjacent Property shall be maintained in good condition and repair by Declarant and shall not be covered by Declarant or any Successor to Declarant or any lessee or other occupant of the Property; and at such time as any such monitoring wells may be closed, Declarant shall undertake such closure in accordance with applicable laws, rules and regulations.

(b) Declarant reserves to itself access to the Property to the extent necessary to inspect and monitor the monitoring wells located thereon, to repair and maintain or make any necessary alterations or additions to the Property performed at the request of the EPA or in a manner which Declarant determines in its reasonable judgment to be required for compliance with the Consent Agreement or any other applicable law, rule or regulation. Declarant shall use its best efforts to provide that no such alterations or additions shall materially interfere with a Successor's use of the Property. Declarant shall repair any damage to the Property caused by Declarant's actions hereunder, and Declarant hereby agrees to indemnify and hold harmless each Successor owner of the Property from and against any loss, cost, liability, damage or expense (including, without limitation, reasonable attorneys' fees and costs) suffered or incurred as a consequence of Declarant's negligence or willful misconduct in the course of any entry upon the Property by Declarant.

2. Notification of Governmental Inquiries. All Successors, whether by way of ownership, lease, license or otherwise shall immediately notify Declarant in writing of any questions, concerns, investigations, proceedings or orders from the EPA or any other cognizant regulatory body concerning any PCB or other environmental hazard on or suspected to be on the Property.

3. Use Restrictions. The Property may be developed for office, retail and other commercial uses. The Property shall not be used for the following purposes: single-family or multi-unit residential structures; infant or children's day care services; hospital or other medical or dental services; elementary or secondary school classrooms; or facilities for the large-scale manufacture, preparation, storage or distribution of foods, drugs or other products prepared for human consumption or unpackaged utensils related thereto. In no event shall any improvements constructed on the Property interfere with or damage the monitoring wells required to be

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maintained by Declarant on the Property or invade the slurry wall located on the Adjacent Property.

4. Notification to Tenants and Purchasers. During its period of ownership of the Property, each Successor shall comply with the provisions of any applicable law regarding notification to tenants and any purchaser of the Property required as a consequence of the proximity of the Property to the Adjacent Property.

5. Successors and Assigns. This Declaration shall inure to the benefit of the Successors to Declarant by way of merger or consolidation or other disposition of its business. This Declaration shall be binding upon the Successors to Declarant as owner of the Property who shall take subject to all of the terms, provisions and covenants hereof without exception.

6. Term. The term of this Declaration shall commence as of the date of recordation hereof and shall continue in perpetuity.

7. Notices to Declarant. Any notice to be given to Declarant hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested to the following address:

CBS Corporation
11 Stanwix Street
Pittsburgh, Pennsylvania 15222-1384
Attention: Real Estate Department

Declarant reserves the right to change such address by written notice to all current legal record holders of title to the Property.


8. Modification. This Declaration may be modified only by a written instrument executed by Declarant or its successor and by the then owner of the Property.

9. Mortgage Protection. No breach of the covenants, conditions or restrictions set forth herein shall impair, defeat or render invalid the lien or charge of any mortgage or deed of trust encumbering the Property, or any ground lease affecting the Property; and all such covenants, conditions and restrictions shall be binding upon and effective against any person or entity whose title to the Property is derived pursuant to judicial or nonjudicial foreclosure or by a deed in lieu of foreclosure, or any other Successor to Declarant as owner of the Property.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first above written.

CBS CORPORATION,
a Pennsylvania corporation

By
Its



Vice President

0498.0-173093.07

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Exhibit A

PROPERTY DESCRIPTION

All that certain real property, located in the City of Emeryville, County of Alameda, State of California, described as follows:

Parcel 4 shown on Parcel Map 7258 recorded on August 7th, 1998, at Book 238 of Maps, Pages 42 & 43, Series No. 98-273580 in the Official Records of the Recorder of Alameda County, California.

98278804

59TH STREET

BLOCK 10

PARCEL 2

1.5892 AC. ±

PELADEAU

LANDREGAN STREET DEDICATION

0.3036 AC. ±

UNITED STATES
POSTAL SERVICE

PARCEL 2
PARCEL MAP 5129
J70 M 57

BLOCK 9

PARCEL 4

1.2739 AC. ±

ESN

59TH STREET DEDICATION

0.3931 AC. ±

HOLLIS R & D ASSOCIATES

PARCEL 1
PARCEL MAP 5129

59TH STREET

HOLLIS R & D ASSOCIATES

PARCEL B

PARCEL A

PARCEL MAP 4558

159 M 9

EXPLANATION

- Dotted monitoring well
- Deep monitoring well
- Shallow piezometer
- Deep piezometer

EXHIBIT C

WESTINGHOUSE ELECTRIC CORPORATION
EVERETTVILLE SITE, EVERETTVILLE, CALIFORNIA
GROUNDWATER SAMPLING AND ANALYSIS

SITE PLAN & WELL LOCATIONS

98278804

STATE OF _____)
COUNTY OF _____) ss.

On this 30th day of July, 1998, before me, a Notary Public in and for said State and County, personally appeared known to me (or proved to me on the basis of satisfactory evidence) to be the Greg Stala of the Corporation that executed the within instrument and the officer who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its By-Laws or a resolution of its Board of Directors.

Witness my hand and official seal as of the date hereinabove written.

Carol A. Seena
Notary Public in and for said State and County

(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

98278804

No. 5007

State of California

County of Alameda

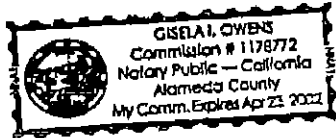
On 7-30-98 before me, Gisela J. Owens

NAME, TITLE OF OFFICER - I.E. "JANE DOE, NOTARY PUBLIC"

personally appeared Angie Strach

NAME(S) OF 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.

[Signature]
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
- _____ TITLE(S)
- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

_____ TITLE OR TYPE OF DOCUMENT

_____ NUMBER OF PAGES

_____ DATE OF DOCUMENT

_____ SIGNER(S) OTHER THAN NAMED ABOVE

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

ASSESSOR'S MAP 49

Code Area Nos. 14-003 14-006

1489

SCALE: 1" = 100'

(C) PM 4558 189/8 (D) PM 5129 170/87
(E) PM 7258 226/43

DRAWING 06-28-88 WL REVISED: 03-07-02 EG

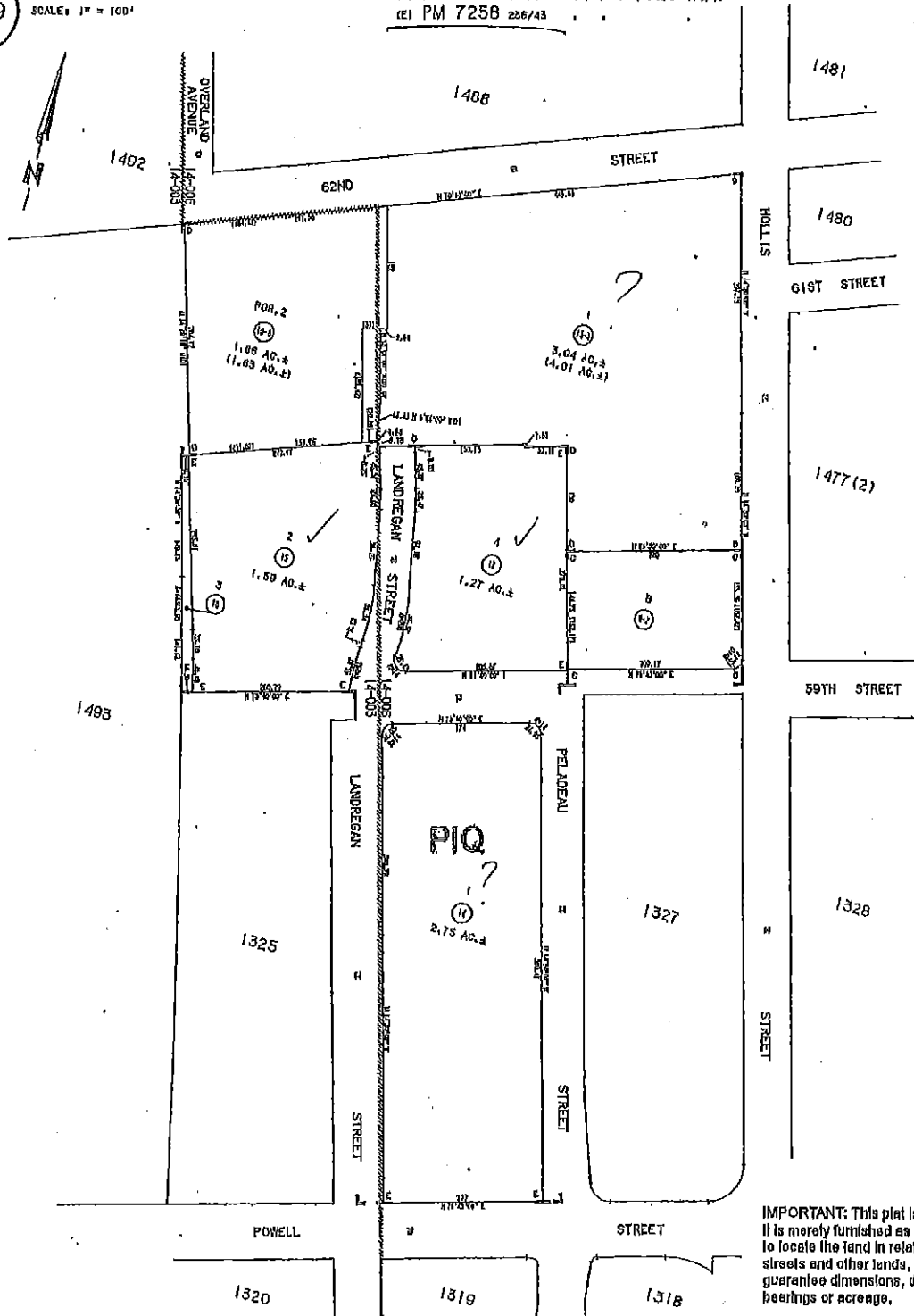
FORMALTY:

ACM / SBC 20

R.G. 1045 18/81, J.L.S. 1168 17/73
MAP OF THE PROPERTY OF L.H. NEAUDRY & G. PELADEAU 8/14
REF: MAP OF THE BARRIOS OF VICENTE AND DOMINGO PERALTA 17/12

HPW 17

IND Pte 2



IMPORTANT: This plat is not a survey. It is merely furnished as a convenience to locate the land in relation to adjoining streets and other lands, and not to guarantee dimensions, distances, bearings or acreage.

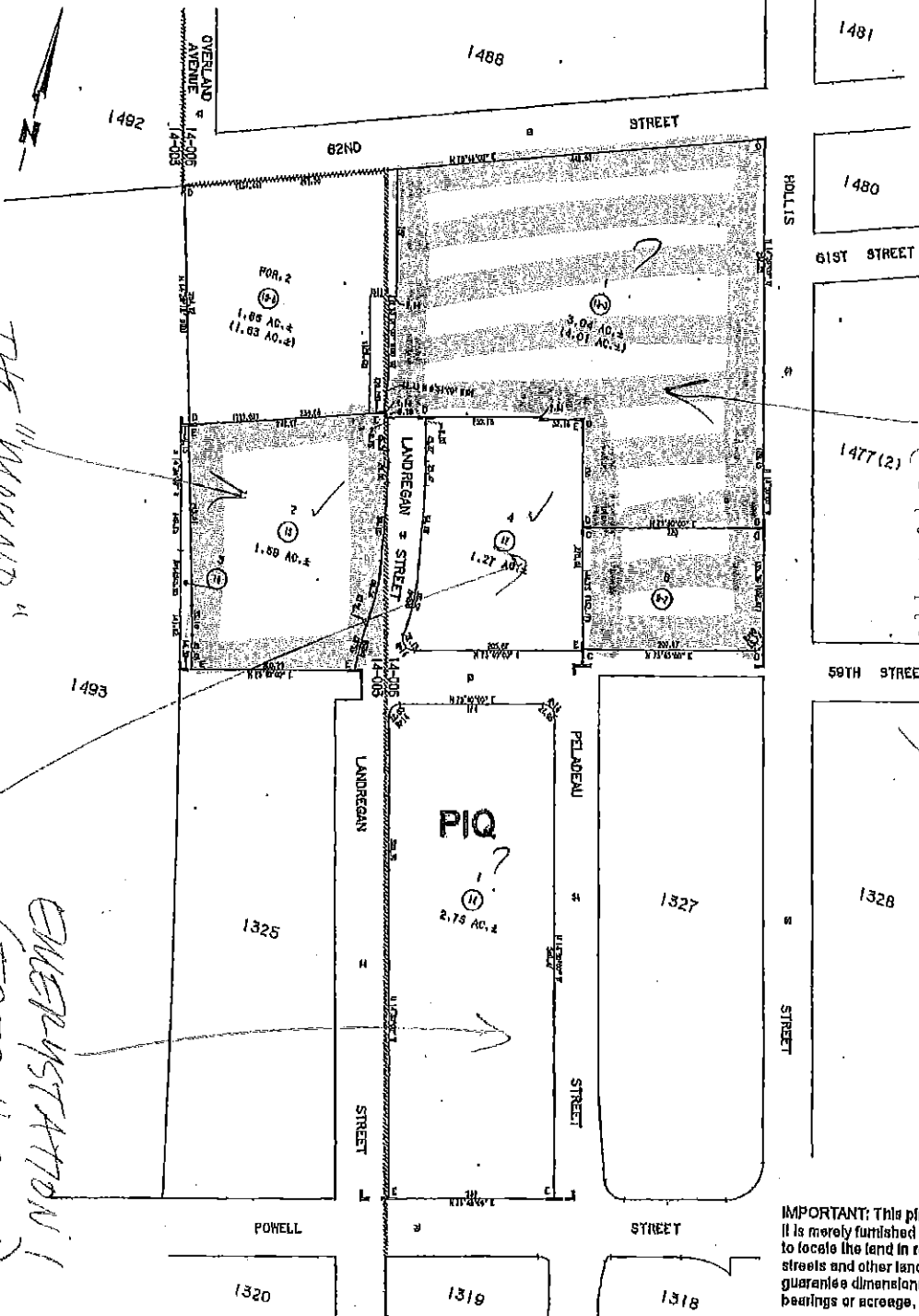
ASSESSOR'S MAP 49

Code Area Nos. 14-003 14-006

1489

SCALE: 1" = 100'

(C) PM 4558 169/6 (D) PM 5129 170/67
(E) PM 7258 236/43



THE "MOUND"
(PROJECT YOU HAVE
WORKED ON)

EMERYSTATION
(5858 HORSTON)
EMERYSTATION NORTH
(5980 HORSTON)

HERITAGE SQUARE
(6121 HOLLIS)

IMPORTANT: This plat is not a survey,
it is merely furnished as a convenience
to locate the land in relation to adjoining
streets and other lands, and not to
guarantee dimensions, distances,
bearings or acreage.