



CBS CORPORATION
11 STANWIX STREET
PITTSBURGH, PENNSYLVANIA 15222-1384

ENVIRONMENTAL
PROTECTION

99 AUG 32 AM 9:05

Gordon T. Taylor
Principal Engineer
Law and Environmental Affairs
Direct: (412) 642-5851
Fax: (412) 642-3957
e-mail: taylorgt@westinghouse.com

August 30, 1999

Susan L. Hugo
Hazardous Materials Specialist
Alameda County Health Care Services Agency
1131 Harbor Bay Parkway, Suite 250
Alameda, CA 94502-6677

Re: Former Westinghouse Electric Corporation Site, Emeryville, CA
Recorded Declaration of Covenants, Conditions and Restrictions

Dear Ms. Hugo:

Please find enclosed the Declaration of Covenants, Conditions and Restrictions (CC&R's) for parcel's, four and one that were recorded on August 11, 1998. Apparently, the County Recorders Office faxed a copy to Chicago Title Company who in turn faxed it to me, so the quality of the text is less than desirable. However, the top right corner of the first page for each parcel shows the Recorders stamp with the time and date on it. I believe Marlene Jackson previously sent to you the unrecorded text of the CC&R's. In the event you can not make out some of the words, you may want to refer to that text.

I have also enclosed the Consent Agreement and Final Order along with all four Amendments.

If you have any questions on the above please call me.

Sincerely,

Gordon T. Taylor

Bc: Mansour Sepehr, SOMA Environmental Engineering, Inc. (w/o attachments)

N

REQUESTOR
Chicago Title

Recorded in Official Records, Alameda County
District 9, Corral, Clerk-Recorder



98278804 1:27pm 08/11/98

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

98 43137 32 11 010003
98 0 7.25 21.00 0.00 0.00 0.00 0.00
0.00

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

98-278804

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: Warrington 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. 86-085049, 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 effect 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.

(B) A108926

Order: AUTO-TH-00041765

Description: 98.278804

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Comment:

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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 un-packaged 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 inside 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 recording hereof and shall continue in perpetuity.

7. Notice 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 Sparwix 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 [Signature]
in Vice President

009/01/1999.01

AUG.27.1999 6:55PM

98278804

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. 98-273589 in the Official Records of the Recorder of Alameda County, California.

Order: AUTO-TH-00041765

Description: 98.278804

Page 4 of 8

Comment:

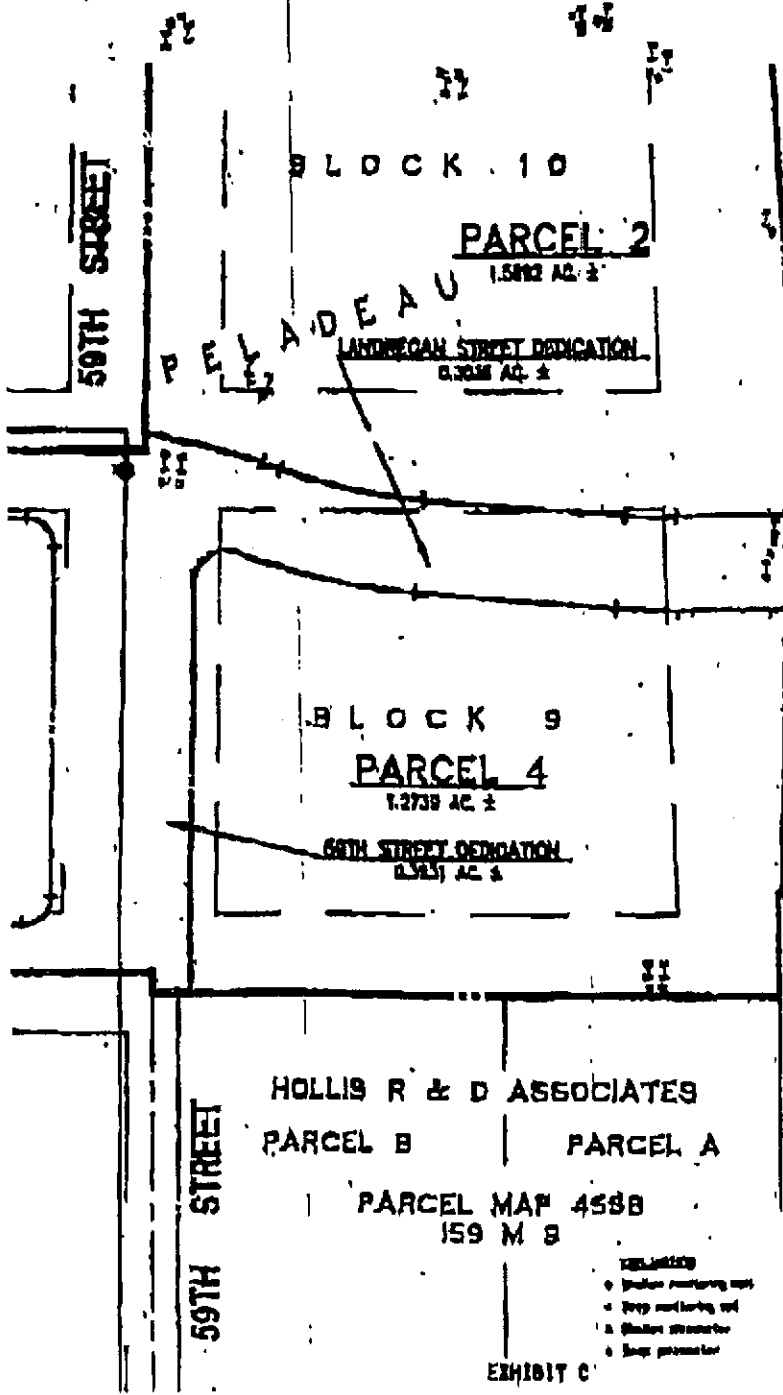
98278804

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 7218 recorded on August 7th, 1998, as Book 216 of Maps, Pages 42 & 43, Series No. 98-273180 in the Official Records of the Recorder of Alameda County, California.



98278804

UNITED STATES
POSTAL SERVICE
PARCEL 2
PARCEL MAP 5129
170 M 57

HOLLIS R & D ASSOCIATES
PARCEL 1
PARCEL MAP 5129

HOLLIS R & D ASSOCIATES
PARCEL B | PARCEL A

PARCEL MAP 4588
159 M 8

- LEGEND
- Public parking lot
 - Prop parking lot
 - Utility structure
 - Sept. structure

EXHIBIT C

WITNESSING ENGINE CERTIFICATE
SOUTHWESTERN ENGINEERING CORPORATION
SOUTHWESTERN ENGINEERING CORPORATION
SOUTHWESTERN ENGINEERING CORPORATION
SITE PLAN & WELL LOCATIONS

Order: AUTO-TH-00041785

Description: 98.278804 Page 6 of 8

Comment:

98278804

STATE OF
COUNTY OF

_____) IS.
_____)

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 Paul A. Jones 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.

Paul A. Jones
Notary Public in and for said State and County

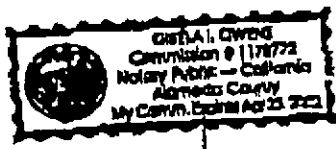
(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

98278804

State of California
County of Alameda
On 1-29-98 before me, Guido J. Oyed
personally appeared Angie Strub

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]
Notary Public

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	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> GENERAL <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____	TITLE OR TYPE OF DOCUMENT _____ NUMBER OF PAGES _____ DATE OF DOCUMENT _____ SIGNER(S) OTHER THAN NAMED ABOVE _____
<input type="checkbox"/> SIGNER IS REPRESENTING: NAME OF PERSON OR ENTITY: _____	

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Order: AUTO-TH-00041765

Description: 98.278804

Page 8 of 8

Comment:

3

REQUESTOR
Chicago Title

Recorded in Official Records, Alameda County
District of Central, Clerk-Recorder

00278805 22.00

00278805 1:27pm 08/11/00

005 003134 32 11 000000
005 0 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

6
no

98-278805

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: Washington 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. 86-083949, 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 uses 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.

Ⓢ A 104926

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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 meals 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. **Notice 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. **Mortgage Protection.** No breach of the covenants, conditions or restrictions set forth herein shall impair, defect or render invalid the lien or charge of any mortgage or deed of trust concerning 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 [Signature]
Its Vice President

0486211012

AUG 27 1999 5:57 PM

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 7218 recorded on August 7th, 1998, as Book 226 of Maps, Pages 42 & 43, Series No. 273599 in the Official Records of the Recorder of Alameda County, California.

Order: AUTO-TH-00041766

Description: 98.278805

Page 4 of 6

Comment:

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 7254 recorded on August 7th, 1998, at Book 324 of Maps, Pages 42 & 43, Series No 98-273580 in the Official Records of the Recorder of Alameda County, California.

Order: AUTO-TH-00041786

Description: 98.278805

Page 5 of 6

Comment:

98278805

STATE OF NEW YORK
COUNTY OF NEW YORK

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 John J. ... 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. Grayer
Notary Public in and for said State and County

(Seal)

CAROL A. GRAYER
Notary Public, State of New York
No. 01-464872
Qualified to Issue Com. July 31, 1997

Order: AUTO-TH-00041766

Description: 98.278805

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Comment: