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COVENANT OF DEED RESTRICTION

RECORDED IN OFFICIAL RECORDS
ALAMEDA COUNTY, CALIF
PATRICK O'CONNELL, CO. RECORDER

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Recording Requested By:

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General Electric Company

When Recorded, Mail To:

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Department of Toxic Substances Control
Region 2
700 Heinz Avenue, Suite 200
Berkeley, CA 94710
Attention: Barbara J. Cook, P.E., Chief
Site Mitigation Branch

COVENANT
TO RESTRICT USE OF PROPERTY

GE-Oakland Site
Oakland, California

This Covenant and Agreement ("Covenant") is made on the 9 day of April, 1993 by General Electric Company ("Covenantor"), which is the owner of record of certain property situated in Oakland, County of Alameda, State of California, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"), and by the Department of Toxic Substances Control (the "Department"). Covenantor and the Department desire and intend that in order to protect the present and future public health and safety, the Property shall be used in such a manner as to avoid potential harm to persons or property which may result from hazardous substances which have been deposited on the Property.

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ARTICLE I

STATEMENT OF FACTS

1.01 Description of Contamination. The Property comprises approximately 24 acres that has been progressively developed and redeveloped over many years with the earliest buildings dating back to 1925. From 1925 to 1975, the Site was used by General Electric Company (GE) for the manufacture of transformers, motors, and switchgear and limited maintenance and repair. Polychlorinated biphenyls (PCBs) were used as a dielectric fluid in the transformer manufacturing operations until 1968. As a result of accidental leaks or spills, oils and PCBs have accumulated in surface and subsurface soils. GE conducted a site investigation to determine the extent of contamination. Following delineation of site contamination, GE implemented an approved Corrective Action Program. The Corrective Action Program included a groundwater collection system; an extraction sump and pump; a treatment system for the removal of oil, volatile organic compounds (VOCs) and PCBs consisting of an oil/water/solids separator; and an extensive site sealing (cover/cap) and drainage system. The surface sealing consisted of two types of sealing systems: (1) a bentonite-soil mixture covered with permeable rock and (2) asphalt-concrete paving and base rock coated with a surface sealant. The bentonite soil mixture consisted of a 4-inch thick layer of imported soil and 4 pounds of bentonite per square foot to achieve a permeability of not greater than 1×10^{-7} cm/sec when the mixture was compacted to 80 percent at optimum moisture content. Six inches of crushed

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drain rock was spread over the bentonite-soil mixture. This type of sealing system was used over portions of the Site containing high concentrations of PCBs, where there was not vehicular traffic and where there were no facility expansion plans.

Part of the Site was sealed using asphalt-concrete paving over an aggregate base. A seal coat, applied at a rate of 0.10 gallons per square yard, was then added to both the existing and newly paved areas.

The western portion of the Site did not warrant a seal and with the concurrence from the regulatory agencies, the section was left in its natural state except for some grading to provide a holding basin for accumulation of runoff during severe storms. Attachment B roughly illustrates the location of the different surface sealing systems and the drainage system at the Site. Long-term monitoring of the Corrective Action Program has shown a decrease in contamination concentrations in soil from the 1981 levels. Monitoring of key wells around the groundwater extraction system has detected either low, relatively stable concentrations of VOCs and PCBs, or no detectable PCBs.

1.02 Health Effects. The corrective actions taken at the Property have essentially eliminated the potential for off-site migration of PCBs and VOCs. The asphalt and bentonite seals prevent surface water from infiltrating into soils containing contaminant concentrations. In addition, the seals at the east portion and the vegetative cover on the open ground at the west end of the Site prevent erosion and dusting of soils from the

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property. A French drain groundwater extraction system has maintained a cone of depression in the water table, directing water flow toward the extraction system.

Potential exposure via direct exposure to contaminated surface soils has been minimized by a security fence along the boundary of the Property, capping of the contaminated areas, and fencing of areas that are not needed for the operations of the current business, including the capped area. Potential health effects if the protective measures are disturbed, are as follows:

Polychlorinated Biphenyls (PCBs). The Department believes the following are PCB health effects. PCBs are a suspected human carcinogen. Exposure can be through ingestion or skin contact. The potential human health effects from exposure to PCBs include chloracne, impairment of liver function, a variety of neurobehavioral symptoms, and minor birth abnormalities.

Volatile Organic Compounds (VOCs). VOCs are not very persistent in the environment, principally due to high solubility, high volatility, low adsorption to soil and organic matter and inability to substantially bioaccumulate. These properties make VOCs highly mobile and transient in the environment. The VOCs found on-site include:

Chloroethane (Ethyl Chloride). Limited data are available for adverse health effects associated with chloroethane exposure. Generally, the primary pathway of exposure is through inhalation. Headaches, dizziness, abdominal cramps, incoordination, and eye

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irritation are common symptoms seen in humans after overexposure to chloroethane. Chronic exposure in chloroethane may result in liver and kidney damage, as demonstrated in animals. At very high levels of chloroethane inhalation, cardiac arrest is possible in humans (U.S. EPA, 1985b). Skin and eye irritation are associated with liquid chloroethane exposure. Chloroethane may be dermally absorbed through liquid or vapor exposure (Sax, 1984). The National Toxicology Program (NTP) is currently conducting studies to determine chloroethane's carcinogenicity. No data are available on teratogenicity of chloroethane, while mutagenicity data suggest no link between mutations and exposure (U.S. EPA, 1985b). The Department has not established an Action Criterion for chloroethane in water. No TTLC for chloroethane has been established.

Chloroform (Trichloromethane). Humans may be exposed to chloroform through inhalation, ingestion, and dermal contact. Chloroform is a central nervous system depressant and may cause kidney and liver damage, gastrointestinal irritation, and/or cardiac arrest. Dizziness, intracranial pressure, and nausea are common sysmptoms of acute exposure. Chronic inhalation produces symptoms such as hallucinations, loss of appetite, incoordination, moodiness, mental and physical sluggishness, nausea, rheumatic pain, and delirium (Sax, 1984). There is evidence that suggests chloroform induces mutagenic activity in animals, while conflicting data exist for linking chloroform with teratogenic disorders (U.S. EPA, 1985b). A link between

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chloroform exposure and animal cancer has been developed. The U.S. EPA rates chloroform as a probable human carcinogen (B2) from limited evidence in humans but sufficient evidence in animals (U.S. EPA, 1985i). The Department's Action Criterion for chloroform in water is 0.5 ppg. No TTLC for chloroform has been established.

1,1-Dichloroethane (1,1-DCA). The literature indicates that 1,1-DCA is one of the least toxic chlorinated ethanes. Although limited toxicological studies on 1,1-DCA have been completed, results available at this time indicate it is a central nervous system depressant in humans when inhaled at high concentrations. It may also be hepatotoxic in humans (U.S. EPA, 1985b). Human health effects associated with chronic inhalation of this compound include potential kidney and liver injury and lung irritation. 1,1-DCA is also a skin and eye irritant upon dermal contact (U.S. EPA, 1985b). There is no conclusive evidence available at this time that indicates 1,1-DCA is a carconogen, mutagen, or teratogen. The U.S. EPA has not rated this compound for carcinogenic effects (U.S. EPA, 1985i). Microbial tests (Ames assay) concluded that the compound was not mutagenic. One study indicated the potential for teratogenic effects in animals when inhaled at high concentrations (U.S. EPA, 1985b). The Department's action Criterion for 1,1-DCA in water in 4,000 ppb.

1,2-Dichloroethane (1,2-DCA, Ethylene Dichloride). Ingestion and inhalation of 1,2-DCA through short-term exposures may cause nausea, vomiting, mental confusion, dizziness, and

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pulmonary edema (Sittig, 1981). In addition, liquid and vapor may cause eye and skin irritation. Acute exposures can lead to death from resporatory and cirulatory failure. Long-term effects include liver and kidney damage and neurologic changes. 1,2-DCA is classified in the IARC Category 2b for carcinogens (probable human carcinogen). The Department's Action Criterion for 1,2-DCA in water is 0.51 ppb. A TTLC for 1,2-DCA has not been established.

1,1-Dichloroethylene (1,1-DCE). Short-term exposures to high vapor concentrations of 1,1-DCE can result in central nervous system depression, which may progress to unconsciousness with prolonged exposure. The liquid is moderately irritating to the eyes, causing pain, conjunctival irritation, and possible transient injury. The liquid is irritating to the skin after only a few minutes' contact (Clayton and Clayton, 1981). Long-term effects include damage to the liver and kidneys. The IARC classification for 1,1-DCE is Category 3 for carcinogens (possible human carcinogen). The Department's Action Criterion for 1,1-DCE in water is 0.1 to 0.4 ppb (limit of quantification). A TTLC for 1,1-DCE has not been established.

Trans-1,2-Dichloroethylene (1,2-DCE). Like other chlorinated ethylenes, 1,2-DCE has anesthetic properties at high concentrations. Humans inhaling high concentrations of the compound display the following symptoms: nausea, vomiting, weakness, tremor, and cramps, followed by unconsciousness (U.S. EPA, 1985b). 1,2-DCE was shown not to be a mutagen in

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three different microbial tests. No data are available to determine the compound's teratogenic and carcinogenic effects. The U.S. EPA has not rated this compound on the basis of carcinogenicity (U.S. EPA, 1985i). The Department's Action Ceiterion for 1,2-DCE in water is 70 ppb. No TTLC for 1,2-DCE has been established.

Trichloroethylene (TCE). Acute exposure to TCE depresses the central nervous system, causing such symptoms as headache, dizziness, vertigo, tremors, irregular heartbeat, fatigue, nausea, vomiting, and blurred vision. The vapors may cause irritation of the eyes, nose, and throat. The liquid may cause burning irritation and damage to the eyes. Repeated or prolonged skin contact with the liquid may cause dermatitis (Sittig, 1981). Long-term effects may include liver and kidney injury. TCE is included in IARC Category 3 (possible human carcinogen). The Department's Action Criterion for TCE in water is 1.8 ppb. The TTLC for TCE is 2,040 mg/kg.

Vinyl Chloride. Inhalation of vinyl chloride causes headache, dizziness, abdominal pain, numbness, and tingling of the extremities. The vapors cause eye irritation. Skin contact with the liquid causes irritation and frostbite due to evaporation; vapor may cause irritation (Plunkett, 1976; Sittig, 1981; Toxicology Data Bank, 1984). The long-term effects due to exposure to vinyl chloride include liver damage and liver cancer. There is evidence of mutagenicity. IARC classification of this compound is 1 (known human carcinogen). The Department's Action Criterion for vinyl chloride in water is 0.015 ppb.

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1.03 Surrounding Land Use. The Property is located in Alameda County in a community thoroughfare commercial zone. The area within a one-mile radius of the Property is partly industrial and partly residential. Commercial businesses are located along East 14th Street. The nearest homes bordered the Property to the north. There are no hospitals or schools found within one-mile radius of the Property.

ARTICLE II

GENERAL PROVISIONS

2.01 Provisions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), upon and subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and all of the Restrictions are imposed pursuant to Health and Safety Code Section 25355.5, shall run with the land pursuant to Health and Safety Code Section 25355.5, pass with each and every portion of the Property, and shall apply to, inure to the benefit of, and bind the respective successors in interest thereof unless terminated pursuant to Article V. Each and all of the Restrictions are imposed upon the entire Property unless expressly stated as applicable to a specific portion of the Property. Each and all of the Restrictions are for the benefit of and enforceable by the Department.

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2.02 Concurrence of Owners Presumed. All purchasers, lessees, or possessors of any portion of the Property shall be deemed by their purchase, lease, or possession of such 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 future Owners and Occupants and that their interest in the Property shall be subject to the Restrictions contained herein.

2.03 Incorporation into Deeds and Leases. Covenantor desires and covenants that the Restrictions set out herein shall be incorporated by reference in each and all deeds and leases of any portion of the Property.

ARTICLE III

DEFINITIONS

3.01 Department. "Department" shall mean the California State Department of Toxic Substances Control and shall include its successor agencies, if any.

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

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3.03 Occupant(s). "Occupant(s)" shall mean those persons entitled by ownership, leasehold, or other legal relationship to the exclusive right to occupy any portion of the Property.

3.04 Owner(s). "Owner(s)" shall mean the Covenantor or successors in interest, including heirs and assigns, who hold title to all or any portion of the Property.

3.05 Director. "Director" shall mean the Director of the California Department of Toxic Substances control or his or her designee.

ARTICLE IV

DEVELOPMENT, USE, AND CONVEYANCE OF THE PROPERTY

4.01 Restrictions on Development and Use. Covenantor promises to restrict the use of the Property as follow:

a. Property shall be restricted to commercial or industrial uses.

b. Residential development for human habitation shall not be permitted on the Property.

c. Hospitals or health clinics shall not be permitted on the Property.

d. Day-care centers for either children or senior citizens shall not be permitted on the Property.

e. Schools for children under 18 years of age shall not be permitted on the Property.

f. No drilling for drinking water shall be permitted on the Property.

g. No raising of food (cattle, food crops, cotton, etc.) shall be permitted on the Property.

h. Subdivision of the Property is forbidden, except as allowed under Health and Safety Code Section 25232 (a) (2) and (b) (2).

i. No activities which will disturb the capped soils or groundwater depression system (e.g., excavation, grading, removal, trenching, filling, earth movement, or mining) shall be permitted on the Property without a Health & Safety Plan submitted to the Department for review and approval.

j. The capped areas shall be posted with a bilingual sign in English and Spanish stating that no grading, excavation or construction activities can occur on the capped areas of Property without written permission of the Department.

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k. Any contaminated soils brought to the surface by grading, excavation, trenching or backfilling pursuant to a Department-approved Health and Safety Plan shall be managed in accordance with all applicable provisions of state and federal law.

l. All uses and development of the Property shall preserve the integrity of the caps, surface and ground water extraction system and shall not disturb the integrity of any hazardous substance containment.

m. The Owner(s)/Occupant(s) shall maintain all vegetative ground cover, soil caps, surface water and ground water extraction system, fences, gates and warning signs related to the corrective action program.

n. Any proposed alteration of the caps shall require written approval by the Department.

o. The Owner(s) shall monitor the caps annually for signs of deterioration and to ensure integrity of the cap.

p. The Owner(s)/Occupant(s) shall notify the Department of each of the following: 1) the type, cause, location and date of any disturbance to either cap which would affect the ability of the cap to contain subsurface hazardous substances on the Property and 2) the type and date of

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repair of such disturbance. Notification to the Department shall be made by registered mail within ten (10) working days of both the discovery of cap disturbance and completion of repairs.

q. If monitoring detects contamination at levels requiring corrective action(s) by the Department, the Owner(s)/Occupant(s) shall develop and submit a plan of correction for Department approval.

r. The Owner(s)/Occupant(s) shall grant the Department and other government agencies access to the Property, upon reasonable notice and at reasonable times, for inspection, surveillance, monitoring, maintenance, and other purposes as deemed necessary by the Department in order to protect the public health and safety.

s. The Owner(s)/Occupant(s) shall provide notification to any subsequent purchasers, lessees and tenants stating that there is residual contamination as specified in Health & Safety Code Section 25359.7(a).

4.02 Conveyance of Property. The Owner(s) shall provide thirty (30) days notice to the Department of any sale, lease, or other conveyance of the Property or an interest in the Property to a third person. The Department shall not, by reason of the

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Covenant, have authority to approve, disapprove, or otherwise affect any sale, lease, or other conveyance of the Property.

4.03 Enforcement. Failure of any Owner/Occupant to comply with any of the Restrictions set forth in Section 4.01, shall be grounds for the Department, by reason of the Covenant, to require that the Owner/Occupant modify or remove any Improvements constructed in violation of that Section 4.01. Violation of the Covenant shall be grounds for the Department to file civil and criminal actions against the Owner/Occupant as provided by law.

4.04 Notice in Agreements. In the event of any conveyance, all Owner(s)/Occupant(s) shall execute written lease, sublease, or rental agreements relating to the Property. Any such instrument shall contain the following statement:

> "The land described herein contains hazardous substances. Such condition renders the land and the owner, lessee, or other possessor of the land subject to requirements, restrictions, provisions, and liabilities contained in Chapter 6.5 and Chapter 6.8 of Division 20 of the Health and Safety Code as made applicable to this Property by a specific Covenant of Deed Restriction, a copy of which is attached hereto and incorporated herein by reference. This statement is not a declaration that a hazard exists."

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ARTICLE V

VARIANCE AND TERMINATION

5.01 Variance. Any Owner(s) or, with the Owner's(s') written consent, any Occupant of the Property or any portion thereof may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with Health & Safety Code Section 25233.

5.02 Termination. Any Owner(s) or, with the Owner's(s') written consent, any Occupant of the Property or a portion thereof may apply to the Department for a termination of the Restrictions as they apply to all or any portion of the Property. Such application shall be made in accordance with Health & Safety Code Section 25234.

5.03 Term. Unless terminated in accordance with Section 5.02 above, by law or otherwise, this Covenant shall continue in effect in perpetuity.

ARTICLE VI

MISCELLANEOUS

6.01 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 Property or any portion thereof to the general public or for any purposes whatsoever.

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6.02 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 to an officer of a corporate party being served or official of a government agency 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: General Electric Company
100 Woodlawn Avenue
Pittsfield, MA 01201

To: Department of Toxic Substances Control
Region 2
700 Heinz Avenue, Suite 200
Berkeley, CA 94710
Attention: Barbara J. Cook, P.E., Chief
Site Mitigation Branch

6.03 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.

6.04 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.

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6.05 Recordation. This instrument shall be executed by the Covenantor and by the Regional Administrator, California Department of Toxic Substances Control. This instrument shall be recorded by the Covenantor in the County of Alameda within ten (10) days of the latest date of execution.

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

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

COVENANTOR:

By: Ronald F. Desgroseilliers

Title: Manager, GE Environmental Programs

Date: April 16, 1993

DEPARTMENT OF TOXIC SUBSTANCES CONTROL

By:

Barbara J. Cook, Chief

Title: Site Mitigation Branch, Region 2

Date: 4/9/93

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COMMONWEALTH OF MASSACHUSETTS

COUNTY OF BERKSHIRE

On April 16, 1993 before me, the undersigned, a Notary Public in and for said state, personally appeared Ronald F. Desgroseilliers, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Manager of General Electric Environmental Programs, the corporation that executed the within instrument, and acknowledge to me that such corporation executed the same pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

Michael J. Austin

Notary Public in and for said

County and State

93122851

STATE OF CALIFORNIA)
COUNTY OF Alameda)

On April 9, 1993 before me, the undersigned, a Notary Public in and for said state, personally appeared BARBARA J. COOK, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Chief, Site Mitigation Branch, Region 2, of the Department of Toxic Substances Control, the agency that executed the within instrument, and acknowledged to me that such agency executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
Mary Ann Harrel
NOTARY PUBLIC CALIFORNIA
ALAMEDA COUNTY
My Comm Expires July 15 1995

Mary A Harrel

Notary Public in and for said County and State

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Deed

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This Indenture, Made this 10 day of FEBRUARY 1921

Between HELEN D. UMBSEN (widow) of the City and County of San Francisco State of California

the party of the first part, and

GENERAL ELECTRIC COMPANY a corporation of the State of New York

the party of the second part

Witnesseth, that the said party of the first part, for and in consideration of the sum of TEN DOLLARS, the receipt whereof is hereby acknowledged, does grant, bargain, sell and convey unto the said party of the second part, and to its successors and assigns forever, all that land with the appurtenances situate in the City of Oakland, County of Alameda State of California, and particularly described as follows, to-wit: BEGINNING at a point on the Southeastern line of East 14th Street at the intersection thereof with the Northeastern boundary line of that certain parcel of land described in the Deed from M. W. Crawford et al to Helen D. Umbsen, dated April 23,1919 and recorded in Liber 2873 of Deeds, at Page 313, Alameda County Records, said point of intersection lying North 72°23'20" West two Hundred Sixty six and 44/100 feet from a concrete monument set at the junction of 85th Avenue and East 14th Street on the Monument line of said Street as established by Ordinance No.1082 N.S. passed November 8,1916; and running thence from said point of beginning South 89°28'20" East Six Hundred Six and 44/100 feet along the said line of East 14th Street (said Street line being parallel to and distant Sixty-four feet Southwesterly measured at right angles from the aforesaid monument line) to the intersection of the said Southeastern line of East 14th Street with the Northwestern line of that certain Twenty-eight and 926/1000 acre parcel of land conveyed by Helen D. Umbsen and G.H. Umbsen, her husband, to Libby, McNeill & Libby, a corporation, by deed dated October 17, 1919 and recorded October 20,1919 in Liber 2839 of Deeds, at page 46, Alameda County Records, said point being distant along said line of East 14th Street North 89°28'20" West Six Hundred Seventy two and 83/100 feet from the Southeastern boundary line of the said land conveyed from Crawford to Umbsen; thence leaving said line of East 14th Street South 47°50'20" West along the Northwestern boundary line of the Twenty-eight and 926/1000 acres of land as above referred to a distance of One Thousand Eight Hundred Sixty-six and 29/100 feet to a point on the Northeastern boundary of the right of way of the Western Pacific Railway distant thereon Northwesterly Six Hundred Forty-three and 98/100 feet from the Southeastern boundary line of the property conveyed to Umbsen as aforesaid; thence along the said line of the right of way of the Western Pacific Railway Company, North 43°43'20" West Five Hundred Eighty-one and 01/100 feet to the northwestern boundary line of the said land conveyed by Crawford to Umbsen; thence along said Northwestern boundary line North 47°50' East One Thousand Seven Hundred One and 61/100 feet to the said Southwestern line of East 14th Street and the point of beginning. CONTAINING 23 and 789/1000 acres of land and being a portion of that certain parcel of land conveyed by M. W. Crawford et al, to Helen D. Umbsen, as first hereinabove referred to. EXCEPTING from the above described parcel of land so much thereof as is included in the Deed from Helen D. Umbsen, to General Railway Company, a corporation, dated October 17, 1919 and recorded October 23, 1919 in Liber 2844 of Deeds, at Page 63, Alameda County Records. The property contained in the last above mentioned Deed is more particularly described as follows:- BEGINNING at the intersection of the Southeastern line of Block Lettered "y" Walnuts Station Tract, and the Northeastern boundary line of the Western Pacific Railway Company's Eighty feet right of way; thence Southeasterly on and along said Northeastern boundary line of right of way, a distance of One Thousand Two Hundred Twenty-four and 2/10 feet; thence Northeasterly at a right angle a distance of Thirty-five feet; thence Northwesterly parallel to and at a uniform distance of Thirty-five feet Northeasterly from said Northeastern boundary line of right of way, a distance of Nine Hundred Fifty feet; thence Northwesterly in a straight line a distance of Two Hundred Seventy-five feet more or less, to a point on said Southeastern line of said Block Lettered "y" that is distant Seven feet, more or less, measured Northeasterly on and along said Southeastern line of Block Lettered "y" from said Northeastern boundary line of right of way; thence Southwesterly on and along said Southeastern line of Block Lettered "y", a distance of Seventy feet, more or less, to the point of beginning and containing an area of 1 and 09/100 acres, more or less.

In Witness Whereof, the said party of the first part has hereunto set her hand and seal the day and year first above written.

Helen D. Umbsen

State of California,
County of Alameda. } ss

93122851

On this day of in the year, A. D. Nineteen Hundred and , before me, a Notary Public in and for said County of Alameda, State of California, duly commissioned and sworn, personally appeared

known to me to be the person described in and who executed and whose name subscribed to the within instrument and acknowledged to me that executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at my office in the said County, the day and year first above written.

Notary Public in and for the County of Alameda, State of California.

Deed

HELEN D. HUBERT (widow)

TO

GENERAL ELECTRIC COMPANY (corporation)

Dated Feb. 10, 1922.

RECORDED AT REQUEST OF Oakland Title Insurance and Guaranty Company

at 3 P M. mh. pst

IN LIBER 126 OR PAGE 448 Records of Alameda Co.

FEB 14 1922

County Recorder

Return to Oakland Title Insurance and Guaranty Company 1308 BROADWAY OAKLAND, CALIFORNIA

Return to Oakland Title Insurance and Guaranty Company 1308 BROADWAY OAKLAND, CALIFORNIA

K-1356

0508

TITLE B 1 of 4

Oakland Title Insurance and Guaranty Company

CAPITAL AND SURPLUS OVER $600,000.00

TITLE INSURANCE BUILDING
16TH AND FRANKLIN STS.
OAKLAND

93122851

APPLICATION No. 77508 K-1356

AMOUNT

Title Insurance Policy

$83,000.00

In Consideration of the premium paid it for this *Policy of Title Insurance*,

Oakland Title Insurance and Guaranty Company

a California corporation, does by *This Policy of Insurance* insure

GENERAL ELECTRIC COMPANY

(herein called the *Assured*), and all other persons to whom this Policy may be transferred with the assent of this Company endorsed thereon, from all loss or damage not exceeding

EIGHTY - THREE THOUSAND ($83,000.00)

Dollars, which the *Assured* shall sustain by reason of any defect in the title of the Assured to the estate or interest described in *Schedule "A"* hereto annexed, affecting the premises specified and described in said schedule or by reason of liens or incumbrances affecting the same on this 14th day of February, 1922 at 3:51 o'clock P. M., saving and excepting only such defects, liens or incumbrances, if any, as are specified in *Schedule "B,"* hereto annexed; subject to the conditions specified in *Schedule "C,"* hereto annexed, which, with the schedules aforesaid, are a part of this Policy.

If the *Assured* be a corporation, this contract of insurance shall also extend to and insure all persons claiming said estate or interest under it by operation of law; otherwise it shall also extend to and insure all persons claiming said estate or interest under the *Assured* by will or descent.

In Witness Whereof, **Oakland Title Insurance and Guaranty Company** has caused these presents to be signed by its President and its Secretary, under its corporate seal this 14th day of February, in the year One Thousand Nine Hundred and Twenty-two (1922).

Oakland Title Insurance and Guaranty Company

By _____ PRESIDENT.

By _____ SECRETARY.

Recorders Memo
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Schedule A
VESTITURE

The title to the real property herein described is vested in:

G E N E R A L E L E C T R I C C O M P A N Y
(a corporation)

FREE OF INCUMBRANCES,

NOTE 1 - The Articles of Incorporation of the General Electric Company are not on file in the office of the County Clerk of Alameda County.

NOTE 2 - STATE AND COUNTY, MELROSE SANITARY DISTRICT AND CITY OF OAKLAND TAXES for the fiscal year 1921-22 have been paid.

NO STREET ASSESSMENT LIENS APPEAR.

No. 75793

All that certain lot, piece, or parcel of land situate, lying and being in the City of Oakland, County of Alameda, State of California, described as follows:

BEGINNING ...

93122851

TITLE Pg 8 of 14

No. 75793

All that certain lot, piece, or parcel of land situate, lying and being in the City of Oakland, County of Alameda, State of California, described as follows:

BEGINNING at a point on the Southwestern line of East 14th Street at the intersection thereof with the Northwestern boundary line of that certain parcel of land described in the Deed from M. W. Crawford et al, to Helen D. Umbsen, dated April 25, 1919 and recorded in Liber 2573 of Deeds, at page 345, Alameda County Records, said point of intersection lying North 72° 23' 20" West Two Hundred Eighty-six and 44/100 feet from a concrete monument set at the junction of 55th Avenue and East 14th Street on the monument line of said Street as established by Ordinance No. 1082 N. S. Passed November 8, 1916; and running thence from said point of beginning South 59° 28' 30" East Six Hundred Six and 44/100 feet along the said line of East 14th Street, said Street line being parallel to and distant Sixty-four feet Southwesterly measured at right angles from the aforesaid monument line, to the intersection of the said Southwestern line of East 14th Street with the Northwestern line of that certain Twenty-eight and 926/1000 acre parcel of land conveyed by Helen D. Umbsen and G. H. Umbsen, her husband to Libby, McNeil & Libby, a corporation, by deed dated October 3, 1919 and recorded October 20, 1919 in Liber 2839 of Deeds, at page 46, Alameda County Records, said point being distant along said line of East 14th Street, North 59° 28' 30" West Six Hundred Seventy-two and 83/100 feet from the Southeastern boundary line of the said land conveyed from Crawford to Umbsen; thence leaving said line of East 14th Street, South 47° 30' 30" West and along that said Northwestern boundary line of the Twenty-eight and 926/1000 acres of land as above referred to a distance of One Thousand Eight Hundred Sixty-six and 29/100 feet to a point on the Northeastern boundary of the right of way of the Western Pacific Railway distant thereon Northwesterly Six Hundred Forty-three and 98/100 feet from the Southeastern boundary line of the property conveyed to Umbsen as aforesaid; thence along the said line of the right of way of the Western Pacific Railway Company, North 43° 43' 20" West Five Hundred Eighty-one and 01/100 feet to the Northwestern boundary line of the said land conveyed by Crawford to Umbsen; thence along said Northwestern boundary line North 47° 30' East One Thousand Seven Hundred One and 61/100 feet to the said Southwestern line of East 14th Street and the point of beginning.

CONTAINING 23 and 769/1000 acres of land and being a part of that certain parcel of land conveyed by M. W. Crawford, et al, to Helen D. Umbsen, as first hereinabove referred to.

EXCEPTING from the above described parcel of land so much thereof as is included in the Deed from Helen D. Umbsen, to Central Pacific Railway Company, a corporation, dated October 17, 1919 and recorded October 25, 1919 in Liber 2844 of Deeds, at page 68, Alameda County Records. The property contained in the last above mentioned Deed is more particularly described as follows:

BEGINNING at the intersection of the Southeastern line of Block Lettered "F", Melrose Station Tract, and the Northeastern boundary line of the Western Pacific Railroad Company's Eighty feet right of way; thence Southeasterly on and along said Northeastern boundary line of right of way, a distance of One Thousand Two Hundred Twenty-four and 2/10 feet; thence Northeasterly at a right angle a distance of Thirty-five feet; thence Northwesterly parallel to and at a uniform distance of Thirty-five feet Northeasterly from said Northeastern boundary line of right of way, a distance of Nine Hundred Fifty feet; thence Northwesterly in a straight line a distance of Two Hundred Seventy-five feet, more or less, to a point on said Southeastern line of said Block Lettered "F" that is distant Seventy feet

TITLE

SCHEDULE A (CONTINUED)

(Description)

more or less, measured Northeasterly on and along said Southeastern line of Block Lettered "F" from said Northeastern boundary line of right of way; thence Southwesterly on and along said Southeastern line of Block Lettered "F", a distance of Seventy feet, more or less, to the point of beginning, and containing an area of 1 and 09/100 acres, more or less.

3846 Scale: 1" = 200'

Page 1

RANCHO SAN ANTONIO (A.M.Peralta et al) (Bk. A Pats. Pg.669)

MELROSE STATION TRACT (Bk. 12 Pg. 28)

EASTLAWN (Bk. 25 Pg. 35)

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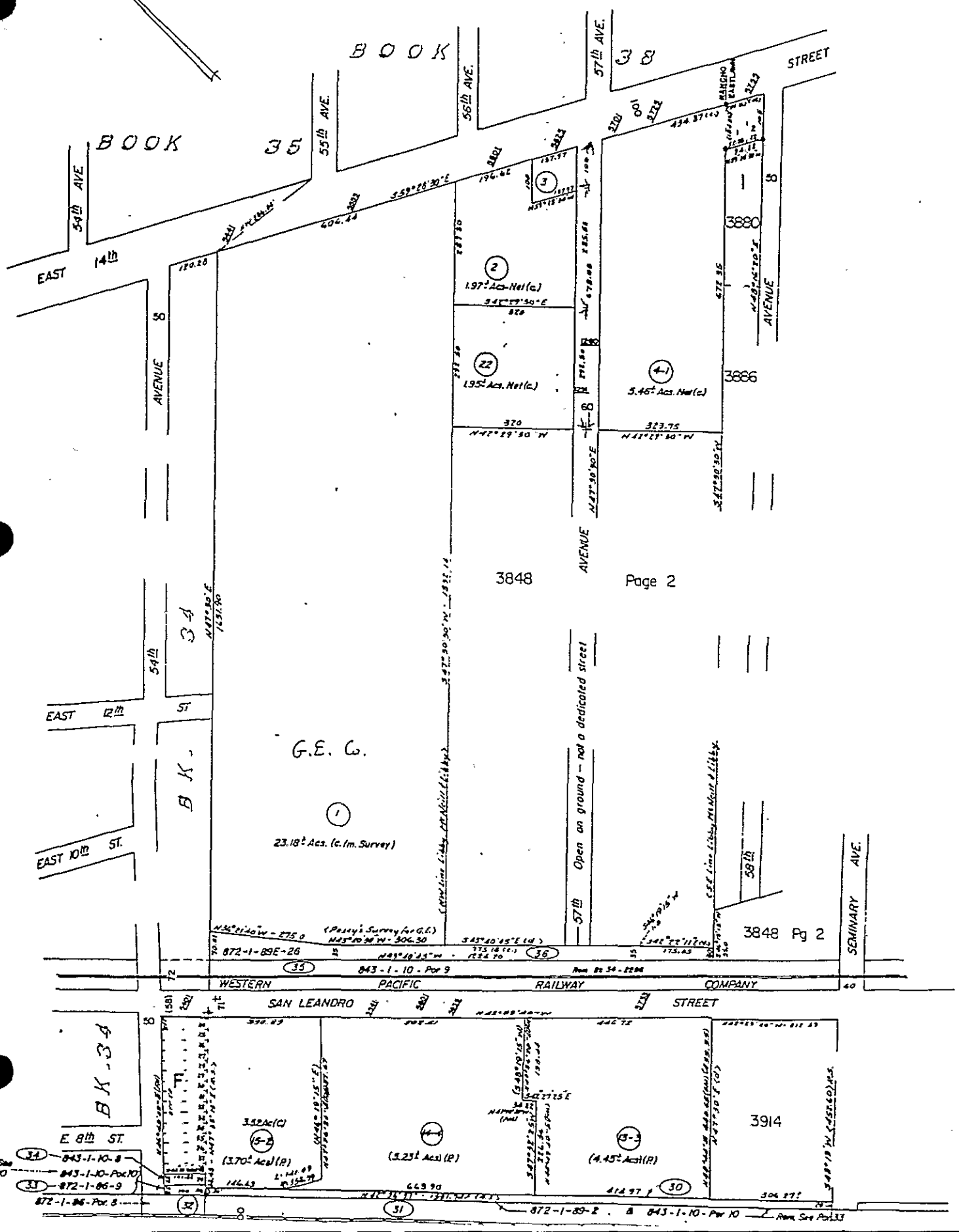

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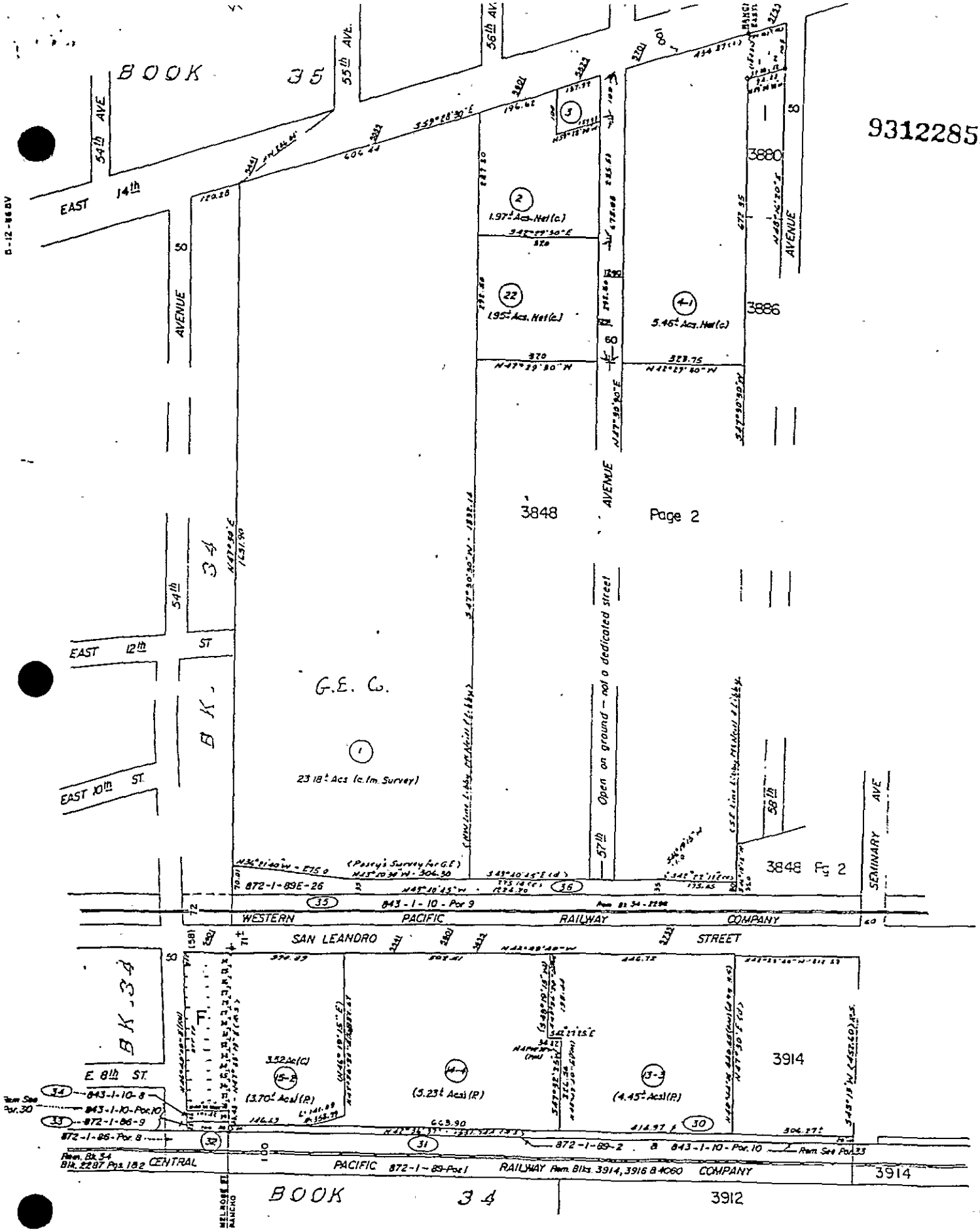

A.C.M.

References: Posey Survey (Gen'l. Elec. Co.) Case 2-21A-1, (R/S ARB. No. 53 Rec. Sur. (Con Con Co.) R.S. Bk. 1 Pg 43) BART (Bk. 68 Pg. 94), R/S ARB No. 50 (R.S. Bk. 1

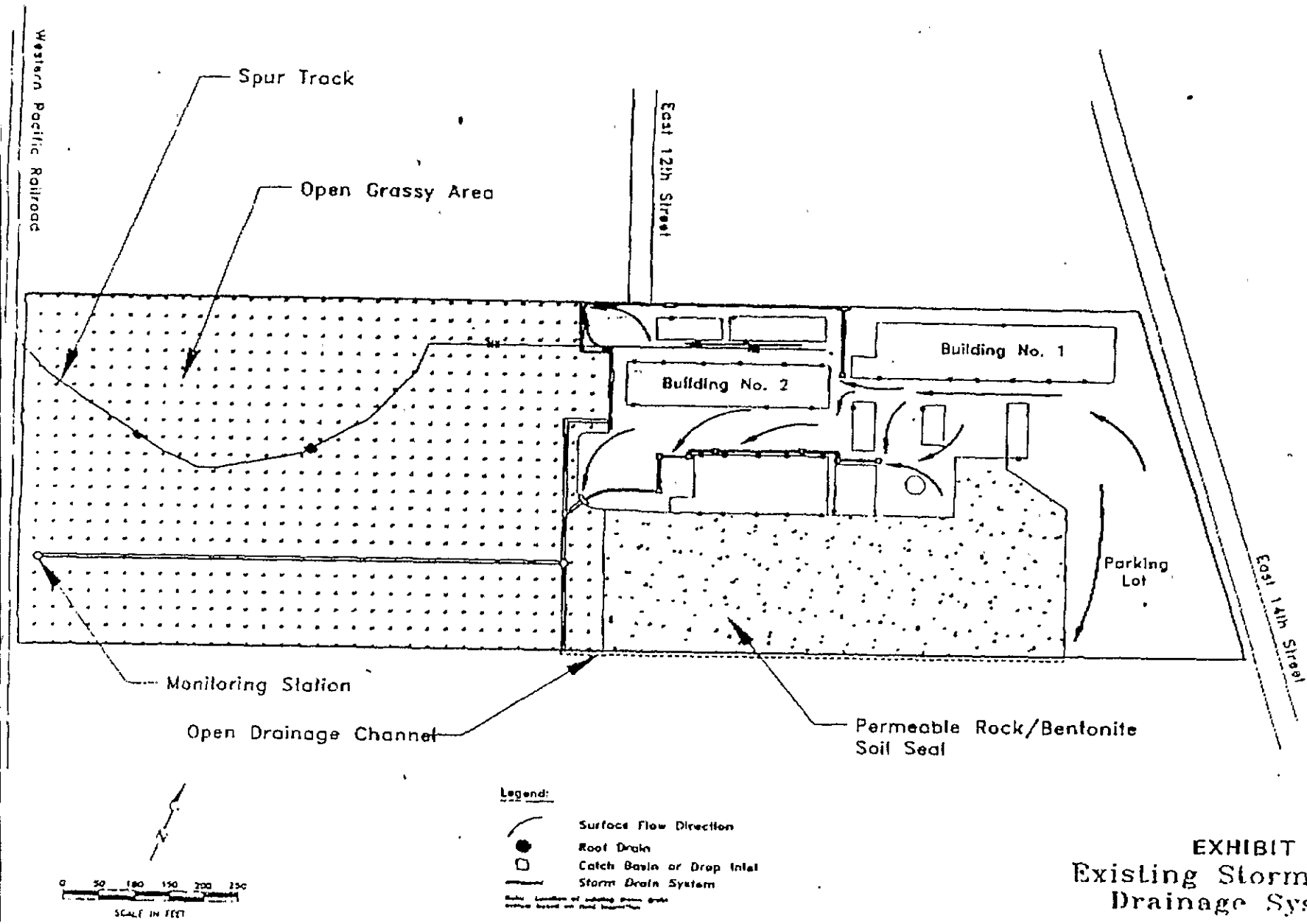

EXHIBIT B
Existing Storm Water Drainage System

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