

APPENDIX B

PROJECT BACKGROUND INFORMATION

COVENANT OF DEED RESTRICTION

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

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

077

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.

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

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

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

9 The western portion of the Site did not warrant a seal and
10 with the concurrence from the regulatory agencies, the section
11 was left in its natural state except for some grading to provide
12 a holding basin for accumulation of runoff during severe storms.
13 Attachment B roughly illustrates the location of the different
14 surface sealing systems and the drainage system at the Site.
15 Long-term monitoring of the Corrective Action Program has shown a
16 decrease in contamination concentrations in soil from the 1981
17 levels. Monitoring of key wells around the groundwater
18 extraction system has detected either low, relatively stable
19 concentrations of VOCs and PCBs, or no detectable PCBs.
20

21 1.02 Health Effects. The corrective actions taken at the
22 Property have essentially eliminated the potential for off-site
23 migration of PCBs and VOCs. The asphalt and bentonite seals
24 prevent surface water from infiltrating into soils containing
25 contaminant concentrations. In addition, the seals at the east
26 portion and the vegetative cover on the open ground at the west
27 end of the Site prevent erosion and dusting of soils from the

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

4 Potential exposure via direct exposure to contaminated
5 surface soils has been minimized by a security fence along the
6 boundary of the Property, capping of the contaminated areas, and
7 fencing of areas that are not needed for the operations of the
8 current business, including the capped area. Potential health
9 effects if the protective measures are disturbed, are as follows:
10

11 Polychlorinated Biphenyls (PCBs). The Department believes
12 the following are PCB health effects. PCBs are a suspected human
13 carcinogen. Exposure can be through ingestion or skin contact.
14 The potential human health effects from exposure to PCBs include
15 chloracne, impairment of liver function, a variety of
16 neurobehavioral symptoms, and minor birth abnormalities.
17

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

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

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

15 Chloroform (Trichloromethane). Humans may be exposed to
16 chloroform through inhalation, ingestion, and dermal contact.
17 Chloroform is a central nervous system depressant and may cause
18 kidney and liver damage, gastrointestinal irritation, and/or
19 cardiac arrest. Dizziness, intracranial pressure, and nausea are
20 common symptoms of acute exposure. Chronic inhalation produces
21 symptoms such as hallucinations, loss of appetite,
22 incoordination, moodiness, mental and physical sluggishness,
23 nausea, rheumatic pain, and delirium (Sax, 1984). There is
24 evidence that suggests chloroform induces mutagenic activity in
25 animals, while conflicting data exist for linking chloroform with
26 teratogenic disorders (U.S. EPA, 1985b). A link between
27

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

7 1,1-Dichloroethane (1,1-DCA). The literature indicates that
8 1,1-DCA is one of the least toxic chlorinated ethanes. Although
9 limited toxicological studies on 1,1-DCA have been completed,
10 results available at this time indicate it is a central nervous
11 system depressant in humans when inhaled at high concentrations.
12 It may also be hepatotoxic in humans (U.S. EPA, 1985b). Human
13 health effects associated with chronic inhalation of this
14 compound include potential kidney and liver injury and lung
15 irritation. 1,1-DCA is also a skin and eye irritant upon dermal
16 contact (U.S. EPA, 1985b). There is no conclusive evidence
17 available at this time that indicates 1,1-DCA is a carcinogen,
18 mutagen, or teratogen. The U.S. EPA has not rated this compound
19 for carcinogenic effects (U.S. EPA, 1985i). Microbial tests
20 (Ames assay) concluded that the compound was not mutagenic. One
21 study indicated the potential for teratogenic effects in animals
22 when inhaled at high concentrations (U.S. EPA, 1985b). The
23 Department's action Criterion for 1,1-DCA in water is 4,000 ppb.

24 1,2-Dichloroethane (1,2-DCA, Ethylene Dichloride).
25 Ingestion and inhalation of 1,2-DCA through short-term exposures
26 may cause nausea, vomiting, mental confusion, dizziness, and
27

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

9 1,1-Dichloroethylene (1,1-DCE). Short-term exposures to
10 high vapor concentrations of 1,1-DCE can result in central
11 nervous system depression, which may progress to unconsciousness
12 with prolonged exposure. The liquid is moderately irritating to
13 the eyes, causing pain, conjunctival irritation, and possible
14 transient injury. The liquid is irritating to the skin after
15 only a few minutes' contact (Clayton and Clayton, 1981). Long-
16 term effects include damage to the liver and kidneys. The IARC
17 classification for 1,1-DCE is Category 3 for carcinogens
18 (possible human carcinogen). The Department's Action Criterion
19 for 1,1-DCE in water is 0.1 to 0.4 ppb (limit of quantification).
20 A TTLC for 1,1-DCE has not been established.

21 Trans-1,2-Dichloroethylene (1,2-DCE). Like other
22 chlorinated ethylenes, 1,2-DCE has anesthetic properties at high
23 concentrations. Humans inhaling high concentrations of the
24 compound display the following symptoms: nausea, vomiting,
25 weakness, tremor, and cramps, followed by unconsciousness
26 (U.S. EPA, 1985b). 1,2-DCE was shown not to be a mutagen in
27

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

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

18 Vinyl Chloride. Inhalation of vinyl chloride causes
19 headache, dizziness, abdominal pain, numbness, and tingling of
20 the extremities. The vapors cause eye irritation. Skin contact
21 with the liquid causes irritation and frostbite due to
22 evaporation; vapor may cause irritation (Plunkett, 1976; Sittig,
23 1981; Toxicology Data Bank, 1984). The long-term effects due to
24 exposure to vinyl chloride include liver damage and liver cancer.
25 There is evidence of mutagenicity. IARC classification of this
26 compound is 1 (known human carcinogen). The Department's Action
27 Criterion for vinyl chloride in water is 0.015 ppb.

1 1.03 Surrounding Land Use. The Property is located in
2 Alameda County in a community thoroughfare commercial zone. The
3 area within a one-mile radius of the Property is partly
4 industrial and partly residential. Commercial businesses are
5 located along East 14th Street. The nearest homes bordered the
6 Property to the north. There are no hospitals or schools found
7 within one-mile radius of the Property.
8

9
10 ARTICLE II

11 GENERAL PROVISIONS

12 2.01 Provisions to Run with the Land. This Covenant sets
13 forth protective provisions, covenants, restrictions, and
14 conditions (collectively referred to as "Restrictions"), upon and
15 subject to which the Property and every portion thereof shall be
16 improved, held, used, occupied, leased, sold, hypothecated,
17 encumbered, and/or conveyed. Each and all of the Restrictions
18 are imposed pursuant to Health and Safety Code Section 25355.5,
19 shall run with the land pursuant to Health and Safety Code
20 Section 25355.5, pass with each and every portion of the
21 Property, and shall apply to, inure to the benefit of, and bind
22 the respective successors in interest thereof unless terminated
23 pursuant to Article V. Each and all of the Restrictions are
24 imposed upon the entire Property unless expressly stated as
25 applicable to a specific portion of the Property. Each and all
26 of the Restrictions are for the benefit of and enforceable by the
27 Department.

1 2.02 Concurrence of Owners Presumed. All purchasers,
2 lessees, or possessors of any portion of the Property shall be
3 deemed by their purchase, lease, or possession of such Property,
4 to be in accord with the foregoing and to agree for and among
5 themselves, their heirs, successors, and assignees, and the
6 agents, employees, and lessees of such owners, heirs, successors,
7 and assignees, that the Restrictions as herein established must
8 be adhered to for the benefit of future Owners and Occupants and
9 that their interest in the Property shall be subject to the
10 Restrictions contained herein.

11
12 2.03 Incorporation into Deeds and Leases. Covenantor
13 desires and covenants that the Restrictions set out herein shall
14 be incorporated by reference in each and all deeds and leases of
15 any portion of the Property.

16
17 ARTICLE III

18 DEFINITIONS

19
20 3.01 Department. "Department" shall mean the California
21 State Department of Toxic Substances Control and shall include
22 its successor agencies, if any.

23
24 3.02 Improvements. "Improvements" shall mean all buildings,
25 roads, driveways, regrading, and paved parking areas, constructed
26 or placed upon any portion of the Property.
27

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.

1 d. Day-care centers for either children or senior citizens
2 shall not be permitted on the Property.
3

4 e. Schools for children under 18 years of age shall not be
5 permitted on the Property.
6

7 f. No drilling for drinking water shall be permitted on
8 the Property.
9

10 g. No raising of food (cattle, food crops, cotton, etc.)
11 shall be permitted on the Property.
12

13 h. Subdivision of the Property is forbidden, except as
14 allowed under Health and Safety Code Section 25232 (a) (2)
15 and (b) (2).
16

17 i. No activities which will disturb the capped soils or
18 groundwater depression system (e.g., excavation, grading,
19 removal, trenching, filling, earth movement, or mining)
20 shall be permitted on the Property without a Health & Safety
21 Plan submitted to the Department for review and approval.
22

23 j. The capped areas shall be posted with a bilingual sign
24 in English and Spanish stating that no grading, excavation
25 or construction activities can occur on the capped areas of
26 Property without written permission of the Department.
27

1 k. Any contaminated soils brought to the surface by
2 grading, excavation, trenching or backfilling pursuant to a
3 Department-approved Health and Safety Plan shall be managed
4 in accordance with all applicable provisions of state and
5 federal law.
6

7 l. All uses and development of the Property shall preserve
8 the integrity of the caps, surface and ground water
9 extraction system and shall not disturb the integrity of any
10 hazardous substance containment.
11

12 m. The Owner(s)/Occupant(s) shall maintain all vegetative
13 ground cover, soil caps, surface water and ground water
14 extraction system, fences, gates and warning signs related
15 to the corrective action program.
16

17 n. Any proposed alteration of the caps shall require
18 written approval by the Department.
19

20 o. The Owner(s) shall monitor the caps annually for signs
21 of deterioration and to ensure integrity of the cap.
22

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

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

5
6 q. If monitoring detects contamination at levels requiring
7 corrective action(s) by the Department, the
8 Owner(s)/Occupant(s) shall develop and submit a plan of
9 correction for Department approval.

10
11 r. The Owner(s)/Occupant(s) shall grant the Department and
12 other government agencies access to the Property, upon
13 reasonable notice and at reasonable times, for inspection,
14 surveillance, monitoring, maintenance, and other purposes as
15 deemed necessary by the Department in order to protect the
16 public health and safety.

17
18 s. The Owner(s)/Occupant(s) shall provide notification to
19 any subsequent purchasers, lessees and tenants stating that
20 there is residual contamination as specified in Health &
21 Safety Code Section 25359.7(a).

22
23 4.02 Conveyance of Property. The Owner(s) shall provide
24 thirty (30) days notice to the Department of any sale, lease, or
25 other conveyance of the Property or an interest in the Property
26 to a third person. The Department shall not, by reason of the
27

1 Covenant, have authority to approve, disapprove, or otherwise
2 affect any sale, lease, or other conveyance of the Property.
3

4 4.03 Enforcement. Failure of any Owner/Occupant to comply
5 with any of the Restrictions set forth in Section 4.01, shall be
6 grounds for the Department, by reason of the Covenant, to require
7 that the Owner/Occupant modify or remove any Improvements
8 constructed in violation of that Section 4.01. Violation of the
9 Covenant shall be grounds for the Department to file civil and
10 criminal actions against the Owner/Occupant as provided by law.
11

12 4.04 Notice in Agreements. In the event of any conveyance,
13 all Owner(s)/Occupant(s) shall execute written lease, sublease,
14 or rental agreements relating to the Property. Any such
15 instrument shall contain the following statement:
16

17 "The land described herein contains hazardous substances.
18 Such condition renders the land and the owner, lessee, or
19 other possessor of the land subject to requirements,
20 restrictions, provisions, and liabilities contained in
21 Chapter 6.5 and Chapter 6.8 of Division 20 of the Health and
22 Safety Code as made applicable to this Property by a
23 specific Covenant of Deed Restriction, a copy of which is
24 attached hereto and incorporated herein by reference. This
25 statement is not a declaration that a hazard exists."
26
27

ARTICLE VVARIANCE 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 VIMISCELLANEOUS

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.

1 6.02 Notices. Whenever any person gives or serves any
2 notice, demand, or other communication with respect to this
3 Covenant, each such notice, demand, or other communication shall
4 be in writing and shall be deemed effective 1) when delivered, if
5 personally delivered to the person being served or to an officer
6 of a corporate party being served or official of a government
7 agency being served, or 2) three (3) business days after deposit
8 in the mail if mailed by United States mail, postage paid,
9 certified return receipt requested:
10

11 To: General Electric Company
12 100 Woodlawn Avenue
13 Pittsfield, MA 01201

14 To: Department of Toxic Substances Control
15 Region 2
16 700 Heinz Avenue, Suite 200
17 Berkeley, CA 94710
18 Attention: Barbara J. Cook, P.E., Chief
19 Site Mitigation Branch
20

21 6.03 Partial Invalidity. If any portion of the Restrictions
22 or terms set forth herein is determined to be invalid for any
23 reason, the remaining portion shall remain in full force and
24 effect as if such portion had not been included herein.
25

26 6.04 Article Headings. Headings at the beginning of each
27 numbered article of this Covenant are solely for the convenience
of the parties and are not a part of the Covenant.

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
Barbara J. Cook, Chief

Title: Site Mitigation Branch, Region 2

Date: 4/9/93

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.



Mary A. Harrel
Notary Public in and for said
County and State

Deed

93122851

This indenture, made this 10th day of February, 1921

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

the part Y of the first part, and
GENERAL ELECTRIC COMPANY a corporation of the State of New York

Witnesseth, that the said part Y 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 part Y 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 Southwest corner 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. Umbesen, dated April 23, 1919 and recorded in Liber 2873 of Deeds, at Page 313, Alameda County Records, said point of intersection lying North 72° 25' 20" West Six Hundred and 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 A.S. passed November 8, 1916; and running thence from said point of beginning South 59° 28' 10" East Six and six and 44/100 feet along the said line of East 14th Street (said Street line being parallel to line) to the intersection of the said Southwest line of East 14th Street with the Northwest line of that certain Twenty-eight and 928/1000 acre parcel of land conveyed by Helen D. Umbesen and G. H. Umbesen, her husband, to Libby, Mc Hollenberry, a corporation, by deed dated October 20, 1919 in Liber 2859 of Deeds, at page 46, Alameda County Records, said point being distant along said line of East 14th Street North 89° 26' 10" West Six Hundred and two and 83/100 feet from the Southeastern boundary line of the said land conveyed from Helen D. Umbesen; thence leaving said line of East 14th Street South 47° 50' 30" West along said line to the Western boundary line of the Twenty-eight and 928/1000 acres of land as above referred to; distance of One Thousand Eight Hundred Fifty-six and 29/100 feet to a point on the Northeastern boundary of the right-of-way of the Western Pacific Railway distant thereon Northerly and Eastwardly Hundred Forty-three and 98/100 feet from the Southeastern boundary line of the property owned to Umbesen 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 Northern boundary line of the said land conveyed by Crawford to Umbesen; thence along said Northeastern boundary line North 47° 30' East One Thousand Seven Hundred One and 61/100 feet to the said Southeastern line of East 14th Street and the point of beginning. CONTAINING 23 and 759/1000 acres of land and being a portion of that certain parcel of land conveyed by M. W. Crawford et al. to Helen D. Umbesen, 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. Umbesen to Central Pacific Railway Company, a corporation, dated October 17, 1919 and recorded October 23, 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 line of the Western Pacific Railway Company's Right-of-way, and the Northeastern boundary line of said Northeastern boundary line of right-of-way, thence Southeasterly and along said Northeastern boundary line of right-of-way, a distance of One Thousand and Five feet; thence Northerly parallel to and at a uniform distance of thirty-five feet Northerly from said Northeastern boundary line of right-of-way, a distance of thirty-five feet; thence Northerly in a straight line a distance of One Hundred and Twenty feet, more or less, to a point on said Southeastern line of said Block Lettered "A" that is distant Seven feet from said Northeastern boundary line of right-of-way; thence Southwesterly on and along said Southeastern line of Block Lettered "A", a distance of Twenty feet, more or less, to a point of beginning and containing an area of 1 and 09/100 acres, more or less.

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

Helen D. Umbesen

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.

HELEN D. JIMENEZ

TO: _____
BY: _____
DATE: _____

TO: _____
BY: _____
DATE: _____

GENERAL ELECTRIC COMPANY

(corporation)

Filed Feb. 16, 1928

RECORDED AT REQUEST OF

Oakland Title Insurance and Guaranty Company

1551 1/2 mile post 38 N

W. L. B. FEB 14 1928

126

P. 445

County of Alameda Co.

County Recorder

dy General Elec.

Return to Gregory & Spindler

Bureau 1827 S

Oakland

Title Insurance and

Guaranty Company

1308 BROADWAY

OAKLAND, CALIFORNIA

1170

1308 BROADWAY

OAKLAND, CALIFORNIA

1308 BROADWAY

OAKLAND, CALIFORNIA

1308 BROADWAY

OAKLAND, CALIFORNIA

1308 BROADWAY

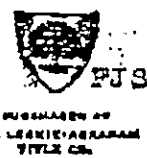
OAKLAND, CALIFORNIA

Title B 194

J. F. SAMPSON
CARL W. ADAMS
ARTHUR M. BROWN
J. M. FORTUNE
ANTHONY MCILLIAN
WALTER A. WHEATLEY
W. H. BARNES
STUART C. FARMLEY

JOHN A. HEDGECOCK
T. W. HARRIS
GERRITSEN E. SANDERS
SAM J. EYB
CHAR. A. KUTCHER
JNO. ANDERSON
ADOLF J. LUTHEIS
ANDREW J. ANDERSON

OFFICERS
President, ROY. E. LEBER
107 VICTORY, Wm. H. SANDERSON
500 VICTORY, W. P. WHEATLEY
SOMERSET AND MARSHALL, 1200 ANDERSON



Oakland Title Insurance and Guaranty Company

CAPITAL AND SURPLUS OVER \$250,000.00

TITLE INSURANCE BUILDING
107th 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 R. E. Leber PRESIDENT
By W. P. Wheatley SECRETARY

Recorders Memo
Legibility for Microfilming and
copying unsatisfactory in a portion
of this document when recorded.

Schedule A
VESTITURE

The title to the real property herein described is vested in:
 GENERAL ELECTRIC COMPANY
 (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.

have followed through

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:

BEARING

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. Umbson, dated April 28, 1919 and recorded in Liber 2573 of Deeds, at page 346, Alameda County Records, said point of intersection lying North $72^{\circ} 23' 20''$ West Two Hundred Eighty-six and 44/100 feet from a concrete monument set at the junction of 58th 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 $59^{\circ} 28' 20''$ 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 Southwestern line of East 14th Street with the Northwestern line of that certain Twenty-eight and 928/1000 acre parcel of land conveyed by Helen D. Umbson and G. H. Umbson, 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 48, Alameda County Records, said point being distant along said line of East 14th Street, North $59^{\circ} 28' 30''$ West Six Hundred Seventy-two and 83/100 feet from the Southeastern boundary line of the said land conveyed from Crawford to Umbson; thence leaving said line of East 14th Street, South $47^{\circ} 30' 30''$ West and along that said Northwestern boundary line of the Twenty-eight and 928/1000 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 Umbson as aforesaid; thence along the said line of the right of way of the Western Pacific Railway Company, North $43^{\circ} 43' 20''$ West Five Hundred Eighty-one and 01/100 feet to the Northwestern boundary line of the said land conveyed by Crawford to Umbson; thence along said Northwestern boundary line North $47^{\circ} 30'$ 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 759/1000 acres of land and being a part of that certain parcel of land conveyed by M. W. Crawford, et al, to Helen D. Umbson, 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. Umbson, 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

SCHEDULE A (CONTINUED)

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 08/100 acres, more or less.



3846

Scale: 1" = 200'

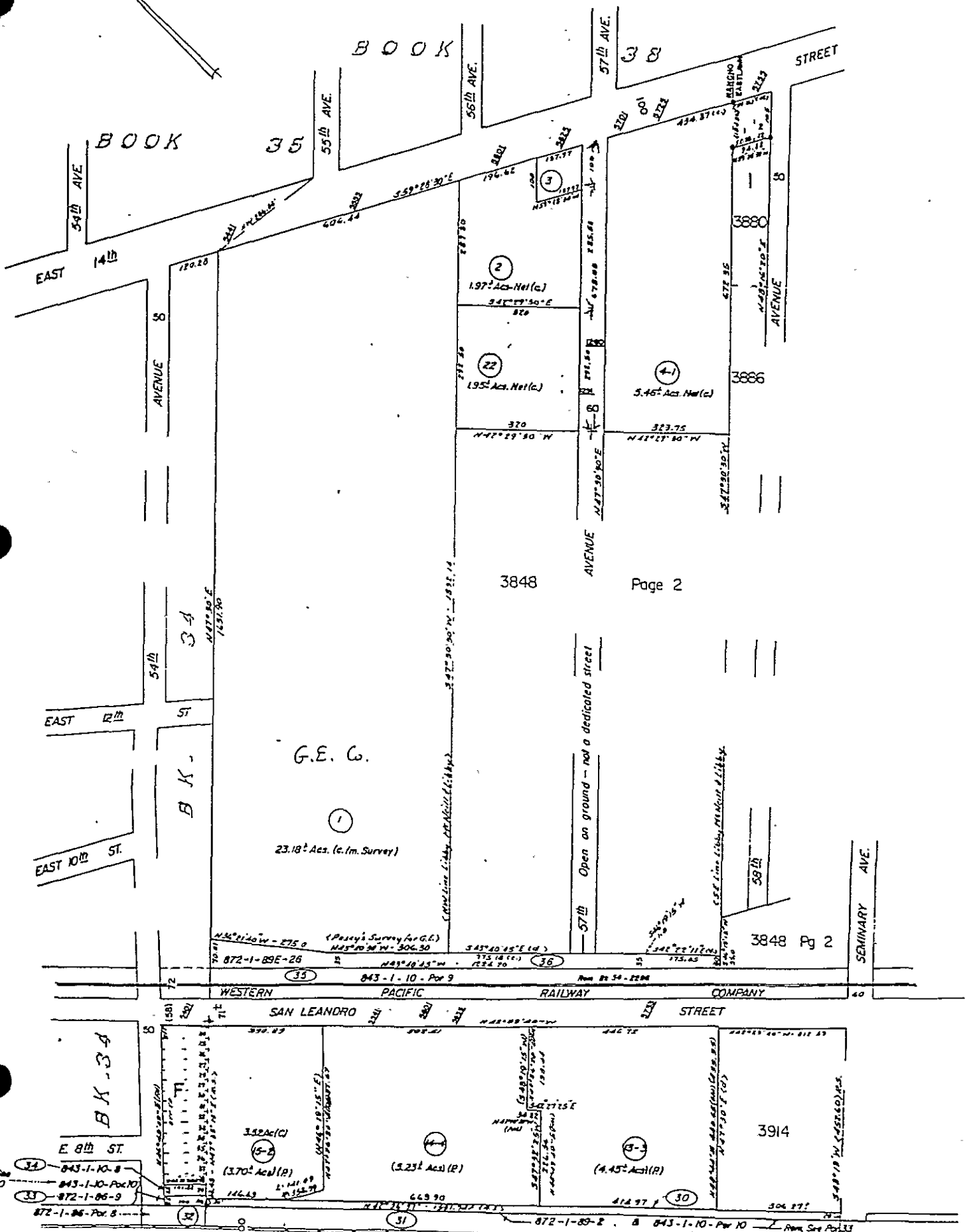
RANCHO SAN ANTONIO (A.M. Peralta et al) (Bk. 12 Pg. 669)

MELROSE STATION TRACT (Bk. 12 Pg. 28)

EASTLAWN (Bk. 25 Pg. 35)

93122851

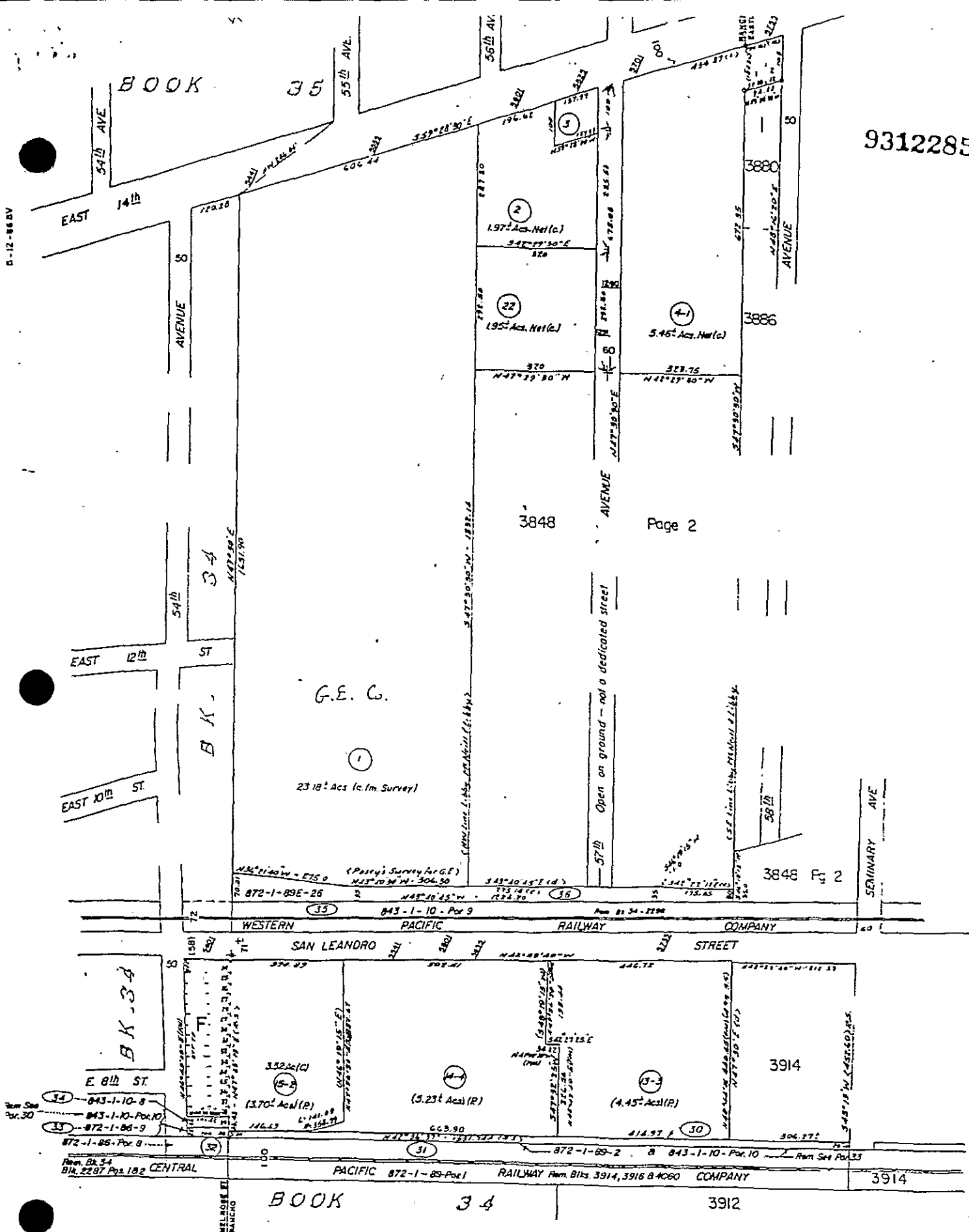
Page 1

7-30-81 SV
5-12-86 BV

Page 2

3848 Pg 2

93122851

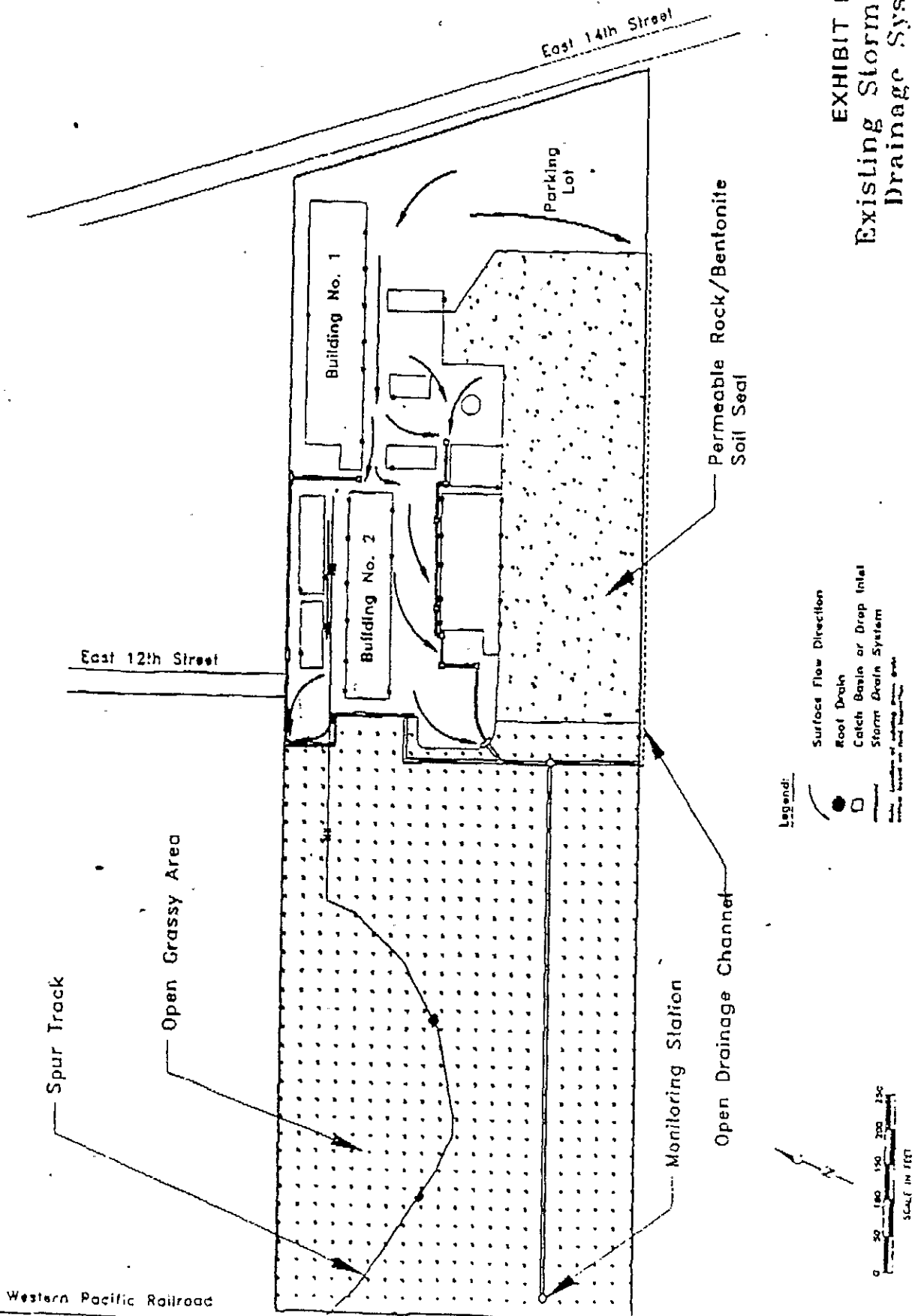


ACM

References: Pease Survey (Gen'l. Elec. Co.) Case 2-21A-1, (R/S ARB. NO. 53) (Rec. Sur. (Con. Gen. Co.) R/S BR. 1 Pg. 4) BART (Bk. 68 Pg. 94), R/S ARB NO. 50 (21. Bk. 1

93122851

EXHIBIT B
Existing Storm Water
Drainage System





CITY OF OAKLAND

COMMUNITY AND ECONOMIC DEVELOPMENT AGENCY

250 Frank-H. Ogawa Plaza, 2nd Floor, Oakland, CA 94612

Inspection Services: 238-3381

FAX: 238-2959

TDD: 238-3254

May 21, 2010

certified and priority postage

General Electric Co.
c/o Thomson Prof. & Reg.
P.O. Box 4900 201

Subject: **5441 International Blvd**
APN: 041-3848-001-00
Declaration of Public Nuisance - Substandard
Unsafe to Occupy and Order to Vacate
Administrative Penalty - **\$5,000.00** Citation

Re: Complaint#: **1001777**

Dear Owner(s):

Our inspection on 03/02/2010, of the subject property confirmed that habitable conditions on the premises have deteriorated to an extent that we are now making the following determinations and, therefore, are required to make the accompanying declarations:

- * The Substandard conditions previously identified in the referenced List of Violations (refer to enclosure) are determined to be Unsafe to the safety, health, and welfare of (potential) occupants; therefore, the building is hereby declared a ***Public Nuisance, and the Certificate of Occupancy is hereby revoked.***
- * Certain unsafe conditions are determined also to be Dangerous both to occupants and (potential) visitors; therefore, the building is hereby declared ***Unsafe To Occupy*** and the occupied premises shall be vacated immediately.
- * An Administrative Penalty is further determined to be applicable and warranted as a sanction for maintaining a Public Nuisance and is hereby assessed.

*Penalty Assessment
Oakland Municipal Code 1.12.060*

Administrative Citations shall not be assessed at more than five thousand dollars (\$5,000.00) cumulatively per calendar year (excludes accrued interest). Fees will be assessed as follows:

<i>1st Issuance</i>	<i>\$100.00</i>	<i>3rd Issuance</i>	<i>\$250.00</i>
<i>2nd Issuance</i>	<i>\$150.00</i>	<i>Subsequent Issuances</i>	<i>\$500.00</i>

A "title" search to determine individuals with record title on the building or structure, the holder of any mortgage, deed of trust or other lien or encumbrance of record, the owner or holder of any lease of record and the holder of any other estate or legal interest of record in or to the building or the land on which it is located will be obtained and the actual cost plus administrative charges will be against the owner of record.

Consequently, you are hereby ordered to do the following *expeditiously* :

- * *within 14 days* (from the date of this notification), pay all City assessments to date; *and*
- * *within 45 days*, pay fees and submit a complete permit application for the rehabilitation of the building (or demolition, unless structure has historic status), and pay fees for compliance monitoring and a renewal Certificate of Occupancy, and present evidence of construction financing, and post a completion security deposit, and execute a Compliance Plan for the scheduled rehabilitation, *and*
- * *within 75 days*, obtain required permits for the rehabilitation, *and*
- * *within 135 days*, obtain final inspection approvals and a renewal Certificate of Occupancy, *and*
- * *continually* maintain the premises free of blighting conditions and secured from unauthorized entry (in accordance with enclosed City specifications), *and*
- * *not* re-occupy or re-use the vacant premises for any reason or any purpose whatsoever without prior written approval from the City.

Failure to comply fully with all parts of these Declarations and resulting Orders and with all time periods specified herein will subject you to the following:

- * continuing re-inspection and administrative fees, *and*
- * additional administrative penalties and judicial civil action, *and*
- * signage prominently posted on the premises identifying you as the owner, *and*
- * survey of the premises for hazardous materials and painting of the facade, *and*
- * disposal of personal property and demolition of the structure and foundation, *and*
- * disallowance by the California Franchise Tax Board of tax deductions for interest, taxes, depreciation or amortization paid or incurred in the taxable year (R & T 17274 & 24436.5), and,
- * re-accessing your property without further notice and for additional charge to remove blighting conditions and/ or (re)install perimeter fencing and locked gates and/ or (re) secure the premises against unauthorized entry.

In accordance with the Oakland Municipal Code, Chapter 15.60, you are required to *pay relocation benefits to all residential tenants* who will vacate a rental unit because of this or any further associated action. Should you fail to make required payments to eligible tenants before

5441 International Blvd, Complaint # 1001777, Declaration of Public Nuisance-Substandard

they vacate, the City may make payments on your behalf. A more detailed summary of the Code Enforcement Relocation Ordinance is enclosed for your review.

In accordance with California Civil Code Section 1942.5, you are precluded from specified retaliatory actions against tenants for exercising their rights under Title 5, Chapter 2, or for filing a complaint with the City.

Fees, costs, payments, assessments, and penalties associated with our enforcement and relocation actions are *very* significant and shall be a charge against the property and the owners and, if not reimbursed immediately, shall become a priority lien and special assessment recorded against the property title and are recoverable through the property tax general levy and court action, among other remedies available to the City.

You may appeal the determination to an independent Administrative Hearing Examiner (who may stay and/or rescind our actions). You must pay a **\$110.16** non-refundable filing fee, and you must clearly identify in writing (*Administrative Appeal form attached*) how the City has erred or abused its discretion in these actions. You will be assessed additional fees for processing the administrative hearings. Should you have questions concerning the appeal process, please contact *Denise Parker, Office Manager, weekdays from 8:00 a.m. to 4:00 p.m. (510) 238-6282 or by visiting our public counter.*

If we do not receive your written appeal *and* filing fee **before 4:00 p.m., 06/04/2010**, you will **waive your right** for further administrative adjudication of this matter, and your only other method for redressing this matter will be judicial action.

Note: Incomplete appeals including, but not limited to an oral notification of your intention to appeal, a written appeal postmarked but not received by us within the time prescribed or a written appeal received by us without a filing fee are not acceptable and will be rejected.

Sincerely,


ANTOINETTE RENWICK
Inspections Manager

Encl.

List of Violations

EXL/asm

Administrative Hearing Fees

Filing Fee	\$ 96.00*
Conduct Appeals Hearing	\$254.00* an hour
Processing Fee	\$506.00*
Reschedule Hearing	\$ 96.00*

**Fee Does Not Include 9.5% Records Management Fee and 5.25% Technology Enhancement Fee*

Attachments

1. General Electric Company
2. The Alameda County Tax Collector
3. Lance M. Hauer, P.E.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.

LIST OF VIOLATIONS

Address: 5441 International Blvd.
A.P.N: 041-3848-001-00
Inspector: Edward J. Labayog
No. of pages: One
Revised Date: 4/06/10

Inspection Date: March 02, 2010
Complaint No. 1001777
Occupancy: F-1/ S-1
Approved Use: IG

THE FOLLOWING SUBSTANDARD VIOLATIONS OF THE BUILDING CONDITIONS ARE DANGEROUS AND SHALL BE CORRECTED IMMEDIATELY:

Building #1 and 2: (vacant/abandoned Main Buildings used as office and factory)

1. The weather protection of the building is inadequate. The roof is leaking in several areas and has damaged some of the elements of the building. There are damaged exterior doors and windows. OMC 15.08.340.H. Repair or replace.
2. The electrical systems have been disconnected. There are damaged and unsecured service/control panels, light fixtures, raceways, conduits, wiring, junction boxes, switches outlets, etc. OMC 15.08.340.E. Repair or replace with permits.
3. The plumbing system is inadequate. Some fixtures are damaged, disconnected and not functional. OMC 15.08.340.F. Repair or replace with permits.
4. There are interior partition walls that have been stripped of its covering and have damage. OMC 15.08.340.C Repair or replace with permits.
5. There is deteriorated wood flooring in the office areas. OMC 15.08.340.C Repair or replace.
6. There are damaged walls and ceilings throughout and the paint is deteriorating and peeling. OMC 15.08.250 Repair or replace.

Building # 8,18, 20 and 21 (vacant/abandoned storage/warehouses):

7. The electrical systems have been disconnected. There are damaged and unsecured service/ control panels, light fixtures, raceways, conduits, wiring, junction boxes, switches outlets, etc. OMC 15.08.340.E. Repair or replace with permits.
8. Unit 21 has damaged concrete from abandoned storage tank stabilizers. OMC 15.08.250. Repair or replace.
9. Some of the buildings have damaged siding. OMC 15.08.340.C Repair or replace with permits.

Building #17 (vacant/abandoned open building):

10. The weather protection of the building is inadequate. The roof is leaking in several areas and has damaged elements of the building frame and sheathing. OMC 15.08.340.H. Repair or replace.

NOTE: The property is subjected to the abatement and removal of all identified hazardous materials from all structures and removal and regulated disposal of all contaminated soils.

CORRECTION NEEDED:

Certain areas were not open for inspection. Any violations or deficiencies subsequently identified shall become a component part of this report and shall be corrected in an approved manner.

Corrections shall not commence without issuance of a Compliance Plan, submittal of a performance security deposit, payment of all assessments and business tax license, field check inspection, and issuance of required permits.