

19
RECORDING REQUESTED BY
FIRST AMERICAN TITLE
#0131-611960 ala

GRANT DEED

RECORDING REQUESTED BY:)
The City of San Leandro Redevelopment)
Agency)

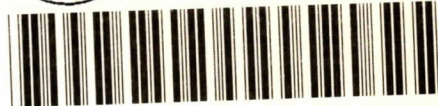
AND WHEN RECORDED MAIL TO:)
City of San Leandro)
835 E. 14th Street)
San Leandro, CA 94577)
Attn: City Clerk)

EXEMPT FROM RECORDING FEES PER)
GOVERNMENT CODE §§6103, 27383)

APNs: 075-0120-061-04)

W/F
MS
TK
CK
4/26

2005388457 09/09/2005 08:30 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00
8 PGS



CITY OF SAN LEANDRO

OCT 11 2005

CITY CLERK'S OFFICE

(Space Above This Line Reserved For Recorder's Use)

For valuable consideration, receipt of which is hereby acknowledged,

THE REDEVELOPMENT AGENCY OF THE CITY OF SAN LEANDRO, a public body, corporate and politic, of the State of California, herein called "Grantor", hereby grants to 1103 DAVIS STREET, a ~~Limited Liability Corporation~~ ^{*} organized in the State of California, herein called "Grantee", the real property commonly known as 1103 Davis Street, City of San Leandro, County of Alameda, State of California, hereinafter referred to as the "Property", described in the document attached hereto, labeled Exhibit 1 and incorporated herein by this reference.

1. The Property is conveyed pursuant to a certain Disposition and Development Agreement ("Agreement") entered into by and between Grantor and Grantee as of July 22, 2005. Said Agreement may be amended in writing from time to time, a copy of which is available in the City Clerk's Office of the City of San Leandro.

2. Grantee covenants by and for itself, and any successors in interest, that there shall be no discrimination against or segregation of any person, or group of persons, on account of sex, race, color, creed, religion, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Grantee itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Property. The foregoing covenants shall run with the land.

All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

*which acquired title as San Leandro Redevelopment Agency

***LLC, a California limited liability company

(a) In deeds: "Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of a person, or of a group of persons, on account of race, color, religion, creed, sex, marital status, ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land."

(b) In leases: "The lessee herein covenants by and for the lessee and lessee's heirs, personal representatives and assigns, and all persons claiming under the lessee or through the lessee, that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, religion, creed, sex, marital status, ancestry, or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the land herein leased."

(c) In contracts: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, creed, sex, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to selection, location, number, use or occupancy of tenants, lessee, subtenants, sublessees or vendees of the land."

3. No violation or breach of the covenants, conditions, restrictions, provisions of limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument permitted by the Agreement; provided, however, that any successor of Grantee to the Property shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

4. The covenants contained in paragraphs 2 and 3 of this Grant Deed shall be binding for the benefit of Grantor and its successors and assigns and such covenants shall run in favor of Grantor and for the entire periods during which such covenants shall be in force and effect, without regard to whether Grantor is or remains an owner of any land of interest therein to which such covenants relate. Grantor, in the event of any breach of any such covenants shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach pursuant to the

conditions and limitations of the Agreement. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by Grantor and its successors.

5. The Developer shall not voluntarily or involuntarily make or attempt any total or partial sale, transfer, conveyance, assignment or lease ("Transfer") of the whole or any part of the Property or the buildings or structures thereon or the Agreement without the prior written approval of the Agency, unless such transfer is made: a) following approved subdivision to a home purchaser, or b) to a partnership in which one of the members of 1103 Davis Street LLC is the managing general partner or to a corporation or limited liability corporation in which Developer is the majority shareholder. The Agency's approval may be given by the Executive Director unless the Executive Director, in his or her discretion, refers the matter of approval to the Agency Board. This prohibition shall not be deemed to prevent the granting of temporary easements or permits to facilitate development required pursuant to this Agreement. If the Developer proposes a Transfer of the Property or a portion thereof, the proposed transferee shall have the qualifications and financial resources necessary and adequate as may be reasonably determined by the Agency to fulfill the obligations undertaken in this Agreement by the Developer. Any transferee, by instrument in writing satisfactory to the Agency and in form recordable among the land records, for itself and its successors and assigns, and for the benefit of the Agency shall expressly assume all of the obligations of the Developer under this Agreement relating to the Property and agree to be subject to all the conditions and restrictions to which the Developer is subject. There shall be submitted to the Agency for review all instruments and other legal documents proposed to effect any such Transfer; and if approved by the Agency its approval shall be indicated to the Developer in writing. In the absence of specific written agreement by the Agency, no Transfer by Developer shall be deemed to relieve the Developer or any other Party from any obligations under this Agreement. This Section remains in effect until the date of issuance of the Certificate of Completion.

6. In the event that the Agreement is terminated pursuant to its Section 5.04 and such termination occurs prior to the issuance of the Certificate of Completion, then the Agency shall have the right to, at its election, reenter and take possession of the portions of the Property the Agency has conveyed to Developer and all improvements thereon and to revert in the Agency the estates of Developer therein. Upon reverting in the Agency of title, the Agency shall promptly use its best efforts to resell the Property consistent with its obligations under state law. Upon sale the proceeds shall be applied as follows:

(a) First, to reimburse the Agency and/or the City of San Leandro for any costs it incurs in managing or selling the Property including but not limited to amounts to discharge or prevent liens or encumbrances arising from any acts or omissions of Developer, and fee advances;

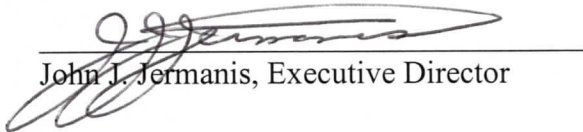
(b) Second, to the Developer up to the sum of the amount paid to the Agency for the Property and the actual construction cost of the Improvements Developer has placed on the portion of the Property reverting to the Agency;

(c) Any balance to the Agency.


7. In the event of any express conflict between this Grant Deed and the Agreement, the provisions of the Agreement shall control.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized, this 16th day of August, 2005.

The Redevelopment Agency of the City of San Leandro, which acquired title as San Leandro Redevelopment Agency, a public body, corporate and politic



John I. Jermanis, Executive Director

Attest:


Marian H. Handa, City Clerk

The provisions of this Grant Deed are hereby approved and accepted.

1103 DAVIS STREET LLC, a California limited liability company
By: Langon Homes, LLC, a California limited liability company


By: David Langon, as Manager of
Langon Homes, LLC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
) ss.
County of Alameda)

On August 16, 2005, before me, MARIAN HANDA, NOTARY PUBLIC,
personally appeared JOHN J. JERMANIS,

personally known to me
 proved to me on the basis of satisfactory evidence

My commission number is 1414491.



My commission expires on April 29, 2007.

to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Grant Deed

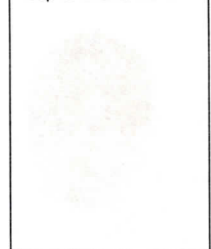
Document Date: August 16, 2005

Number of Pages: 4

Signer(s) Other Than Named Above: David Langon

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

File No: 0131-611960ala (MC)

APN No: 075 -0120-061-04

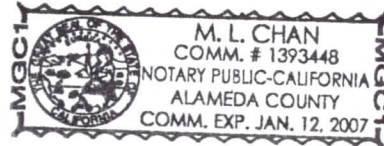
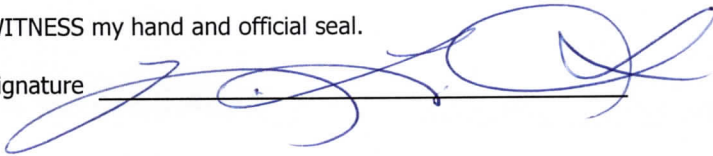
STATE OF California)SS
COUNTY OF Alameda)

On September 2, 2005 before me, M. L. Chan personally appeared David Langon

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



This area for official notarial seal.

**OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

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

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

EXHIBIT 1

Real property in the City of San Leandro, County of Alameda, State of California, described as follows:

Exhibit "1"

Real property in the City of San Leandro, County of Alameda, State of California, described as follows:

A portion of Lots 1, 2, 3, 4, 5, 6 and 33 of "Map of Durnan's Addition to the Town of San Leandro", recorded January 10, 1871, in Book 1 of Maps, at Page 33, Alameda County Records, and a portion of Lot 3 as said lot is shown on the Map of Tract 659, filed April 23, 1943, in Book 8 of Maps, Page 54, Alameda County Records, further described as follows:

Beginning at the Northeast corner of said Lot 33, said corner shown on that certain "Record of Survey No. 1124", filed December 16, 1993, in Book 17 of Record of Surveys, pages 77 and 78 Alameda County Records, said corner also shown on said Map of Durnan's Addition to the Town of San Leandro; thence from said point of beginning, South 26° 32' 04" East 8.30 feet along the Easterly line of said Lot 33 to a point on said Easterly line; thence from said point, South 63° 27' 56" West 355.78 feet to the most Westerly point of that certain 0.5475 acre parcel as shown said Record of Survey No. 1124; thence from said point along the exterior boundary of said 0.5475 acre parcel the following courses: North 26° 32' 04" West 1.15 feet to the beginning of a curve concave East having a radius of 10.00 feet; thence along said curve through a central angle of 90° 00' 00" degrees an arc distance of 15.71 feet; thence North 63° 27' 56" East 26.25 feet to the beginning of a curve concave Westerly having a radius of 112.99 feet; thence along said curve through a central angle of 79° 33' 22" degrees an arc length of 156.89 feet to a point of reverse curve, concave Southeasterly having a radius of 18.63 feet; thence along said curve through a central angle of 90° 00' 00" degrees an arc length of 29.26 feet; thence North 73° 54' 25" East 67.91 feet to the beginning of a curve concave Northerly having a radius of 108.00 feet; thence along said curve through a central angle of 6° 21' 40" an arc distance of 11.99 feet; thence North 67° 32' 55" East 27.25 feet; thence Easterly along the arc of a 92.00 foot radius, tangent curve to the right, through a central angle of 6° 21' 40" an arc distance of 10.21 feet; thence North 73° 54' 35" East 55.28 feet to the beginning of a curve concave Southwesterly having a radius of 20.00 feet; thence along said curve through a central angle of 79° 33' 21" an arc distance of 27.77 feet; thence South 26° 32' 04" East, 63.56 feet to the true point of beginning.

APN: 075 -0120-061-04

SCANNED

MAY 12 2009

CITY CLERK'S OFFICE

Scan Operator: _____