

CITY OF SAN LEANDRO STANDARD PUBLIC IMPROVEMENT AGREEMENT
WESTERLY TERMINUS OF DAVIS STREET

THIS AGREEMENT entered into on November 17, 1980 by and between the CITY OF SAN LEANDRO, a municipal corporation, hereinafter referred to as City, and OAKLAND SCAVENGER CO., hereinafter referred to as Developer.

In consideration of the granting of certain entitlements of use described as follows: Conditional Use Approval, CU 76-16, condition (d), issued May 22, 1978, and the ultimate acceptance by the City of the property described in Exhibit B herein.

It is mutually agreed as follows:

1. Construction of Public Improvements. Owner agrees to construct public improvements in the area shown on the attached document, marked Exhibit A, incorporated herein by reference, and further identified as Davis Street Improvement Plans dated August 12, 1980, Drawings 927 thru 933, Case 202. Said improvements include curb, gutter, sidewalk, paving, storm drainage facilities and street lights, and all other improvements required by the Director of the Department of Public Works based upon the standards imposed by Title VII, Chapter 17 of the San Leandro Municipal Code of 1957 and the Standard Specifications adopted by the City of San Leandro for public works.

2. Time of Completion. All of said public improvements shall be completed within 6 months from the date of execution of this Agreement, unless said time is extended by the Director of Public Works. In the event that Developer fails to complete the public improvements within the said 6-month period and said period is not extended by the Director of Public Works the City may complete said work, or any portion thereof, and shall be entitled to recover the full cost and expenses thereof from Developer or its contractor's surety as hereinafter

provided. If the construction of the public improvements should be delayed without fault of Developer, the time for the completion thereof may be extended by City for such period of time as City may deem reasonable.

3. Improvements to be Property of City. The improvements constructed or installed pursuant to this Agreement shall become the sole and exclusive property of the City of San Leandro, upon acceptance of said improvements by the City. Said public works shall not be deemed completed until accepted by the Director of Public Works of the City of San Leandro and shall be free and clear of all liens and encumbrances of any kind or character whatsoever.

4. Guarantee of Public Improvements. The Developer agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within 12 months after acceptance thereof.

5. Dedication of Land. At the time of the execution of this Agreement, Developer shall submit and dedicate by grant deed to the City the property described in Exhibit B attached hereto and incorporated herein by reference. City agrees to accept such deed.

6. Hold Harmless Clause. Developer and its contractor hereby agree to, and shall, hold the City, its officials, officers, directors, employees and agents harmless from and against any or all loss, liability, expense, claim, costs, suits, and damages of every kind, nature and description directly or indirectly arising from the performance of the work from Developer, Developer's contractors or subcontractors.

Approval of the insurance contracts does not relieve the Developer, Developer's contractors or subcontractors from liability under this Hold Harmless Clause.

7. Performance Bond. Concurrently with the execution hereof, Developer shall obtain from its contractor a good and sufficient surety bond in favor of

Developer, issued by a Surety Company authorized to do business in the State of California, and in a form approved by the City, securing the faithful performance of Contractor of the design and construction of public improvements required, in the penal sum of 100% of the work performed.

8. Labor and Materials Bond. Concurrently with the execution hereof, Developer shall also obtain a good and sufficient surety bond issued by a surety company authorized to do business in the State of California, and in a form approved by City, securing payment to the contractor, his subcontractors and the persons renting equipment or furnishing labor or materials to them for improvement in the penal sum of 100% of the work performed.

9. Public Liability Insurance. The Developer and/or its contractor shall take out and maintain in the name of the City during the life of the contract, such Public Liability Insurance as shall protect himself, the City, its officials, officers, directors, employees and agents from claims which may arise from operations under the contract, whether such operations be by himself, by the City, its officials, officers, directors, employees and agents, any subcontractors, or by anyone directly or indirectly employed by either of them. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from the Developer's, City's, contractor's or subcontractor's operations, use of owned or nonowned automobiles, products, and completed operations. The amounts of insurance shall not be less than the following:

Single Limit Coverage applying to Bodily
and Personal Injury Liability and Property
Damage: \$1,000,000.00

The following endorsements must be attached to the policy:

- (1) If the insurance policy covers on an "accident" basis, it must be changed to "occurrence".
- (2) The policy must cover Personal Injury as well as bodily injury.

- (3) The policy must cover complete contractual liability. Exclusions of contractual liability as to damage MUST BE ELIMINATED for the basic policy endorsements.
- (4) BROAD FORM property damage liability must be afforded. Permission is granted for deductible which shall not exceed \$500.00 without special approval of the City.
- (5) The City must be named as a named insured under the coverage afforded with respect to the work being performed under the contract.
- (6) An endorsement shall be provided which states that the coverage is PRIMARY INSURANCE and that no other insurance effected by the City will be called upon to contribute to a loss under this coverage.
- (7) Standard form of cross-liability.
- (8) Forty-five (45) days notice of cancellation.

In consideration of the above and as authorized by City Council Resolution No. 80-199, the City hereby agrees to pay its proportional share of the cost of said improvements constructed on the northerly half of Davis Street along the City's Water Pollution Control Plant frontage.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year hereinabove written.

Peter Bongiorno
DEVELOPER

Approved as to Form:
[Signature]

City Attorney

CITY OF SAN LEANDRO, a municipal corporation
By *[Signature]*

City Manager

EXHIBIT B
GRANT DEED

OAKLAND SCAVENGER COMPANY, INC., a corporation, hereby grants to the CITY OF SAN LEANDRO, a municipal corporation, all the real property situated in the City of San Leandro, County of Alameda, State of California described as follows:

PARCEL 1

Beginning at the intersection of the southeastern line of that 50.00 feet wide strip of land, now known as Davis Street, formerly County Road No. 5952, described in the deed from E. H. Gansberger to J. G. Jennings, recorded March 28, 1879, in Book 179 of Deeds, at page 83, Alameda County Records, with the eastern line of that parcel of land described in the deed from J. C. Faustino to Oakland Scavenger Company, a corporation, recorded March 26, 1937, in Book 3444, at page 413, Official Records of Alameda County; thence along last said line south $19^{\circ} 10' 58''$ east, 20.00 feet, to a line drawn parallel with and 20.00 feet southerly, measured at right angles, from the said southeastern line of Davis Street; thence along said parallel line, south $70^{\circ} 59' 02''$ west, 79.79 feet to a tangent curve, concave to the southeast, having a radius of 40.00 feet; thence westerly, southwesterly, and southerly along said curve, through a central angle of $88^{\circ} 17' 10''$, a distance of 61.64 feet to a tangent line; thence along said tangent line, south $17^{\circ} 18' 08''$ east, 3.59 feet; thence south $72^{\circ} 41' 52''$ west, 40.00 feet to a point on a non-tangent curve concave to the southwest, having a radius of 40.00 feet, a radial of last said curve to last said point bears north $72^{\circ} 41' 52''$ east; thence northwesterly, westerly and southwesterly, through a central angle of $91^{\circ} 42' 50''$, a distance of 64.03 feet to a tangent line, last said tangent line being a line drawn parallel with and 20.00 feet southerly, measured at right angles, from the said southeastern line of Davis Street; thence along last said parallel line, south $70^{\circ} 59' 02''$ west, 285.13 feet to a tangent curve concave to the southeast, having a radius of 60.00 feet; thence southwesterly along last said curve, through a central angle of $40^{\circ} 23' 53''$, a distance of 42.31 feet to a reverse curve concave to the north, having a radius of 70.00 feet; thence southwesterly, westerly and northwesterly, through a central angle of $114^{\circ} 38' 46''$, a distance of 140.07 feet to a point on the southwesterly prolongation of the said southeastern line of Davis Street; thence along the last said line and the said southeastern line of Davis Street, north $70^{\circ} 59' 02''$ east, 636.54 feet to the beginning.

The above described parcel of land contains 17,608 square feet, more or less.

DATED:

ASSESSOR'S NO. 79A-475-7/9

OAKLAND SCAVENGER COMPANY, INC.,
a corporation

By Peter Borgers

Approved as to Form

RICHARD J. MOORE, County Counsel

By Deputy

THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA

On motion of Supervisor, Seconded by Supervisor,
and approved by the following vote,
Ayes: Supervisors
Noes: Supervisors
Excused or Absent: Supervisors

THE FOLLOWING RESOLUTION WAS ADOPTED: CANCEL TAXES NUMBER **195973**

WHEREAS, certain real property situate in the City of San Leandro, County of Alameda, State of California, and more particularly described under the following account number(s):

79A-475-7-9 WOP (1980-81)

CITY OF SAN LEANDRO

2615 Davis

APR 4 1983

CITY CLERK'S OFFICE

is now subject to a lien for uncollected taxes or assessments and penalties or costs thereon; and

WHEREAS, after the time said taxes or assessments and penalties and costs thereon became a lien on said real property, it was acquired by the City of San Leandro, as shown on that/those certain deed(s) duly recorded in the office of the Recorder of Alameda County, and because of such public ownership is not subject to sale for delinquent taxes; and

WHEREAS, the City of San Leandro has requested the cancellation of said uncollected taxes and assessments and penalties and costs thereon now a lien upon the hereinabove described real property;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by this Board of Supervisors, with the written consent of the County Counsel of the County of Alameda, and the authorization of the City Council of the City of San Leandro

that the County Auditor be and he is hereby ordered and directed to cancel any and all uncollected taxes or assessments and penalties or costs thereon, now a lien upon the above described parcel(s) of real property; provided, however, that this resolution and order shall not be construed as making or authorizing the cancellation of any taxes or assessments or penalties or costs thereon, charged or levied on any possessory interest in or to said parcel(s) of real property, or any special assessment levied on said parcel(s) of real property; and

BE IT FURTHER RESOLVED AND ORDERED that if said parcel(s) of real property has/have been sold to the State for nonpayment of any of said taxes, and a certificate of sale or deed therefor has been issued to the State, and the State has not disposed of the property so sold, the County Auditor be and he is hereby ordered and directed to cancel the certificate of sale or deed so issued; and

BE IT FURTHER RESOLVED that pursuant to the provisions of Sections 134, 2921.5 and 4986 of the Revenue and Taxation Code, the Auditor is hereby authorized and directed to transfer uncollected taxes and penalties thereon from the "Secured Roll" to the "Unsecured Roll".

CONSENT OF THE COUNTY COUNSEL OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA

The County Counsel of the County of Alameda, State of California, hereby consents to the cancellation of all uncollected ~~county~~ taxes or assessments and penalties or costs thereon, charged or levied and now a lien upon the real property hereinabove described, and as shown on that/those certain deed(s) duly recorded in the office of the Recorder of Alameda County.

RICHARD J. MOORE
County Counsel for the County of Alameda,
State of California

By T. J. FENNONE
Deputy County Counsel for the County of Alameda,
State of California

I CERTIFY THAT THE FOREGOING IS A COR
RECT COPY OF A RESOLUTION ADOPTED BY
THE BOARD OF SUPERVISORS ALAMEDA

COUNTY, CALIFORNIA

MAR 29 1983

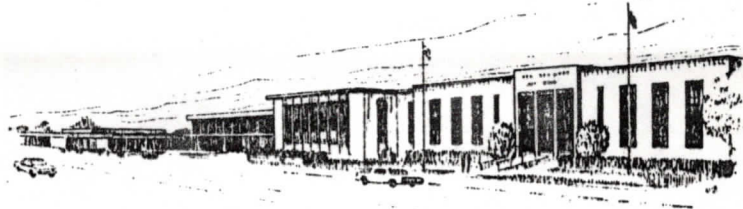
ATTEST:

WILLIAM MEHRWEIN, CLERK OF
THE BOARD OF SUPERVISORS

BY:

[Handwritten Signature]

City of San Leandro
Civic Center, 835 E. 14th Street
San Leandro, California 94577



Office of City Clerk 415-577-3366

30 January 1981

The Honorable Board of Supervisors
County of Alameda
1221 Oak Street
Oakland, California 94612

Subject: Tax Cancellation

Gentlemen:

The City Council of the City of San Leandro has acquired fee title to the real property described in the attached legal description and all improvements thereon.

Title was taken by deed from Oakland Scavenger Company

recorded in the Official Records of the County of Alameda under the
County Recorder's Serial No. 81-006085, RE: IM
on November 21, 19 80.

It is requested that your Honorable Board will:

1. (XX) Cancel taxes on the above property.
2. () Accept the attached Check No. _____ made by _____ in the amount of \$ _____, to cover the accrued current real property taxes to the above date of recordation, (included in the check amount is any current personal property taxes which are secured by a lien on the real property) and cancel the current lien from that date on as provided in Section 4986 of the Revenue and Taxation Code.
3. () Refund to this City Council the unearned portion of the current property taxes as provided for in Section 5096.3 of the Revenue and Taxation Code in the sum of \$ _____.

Upon your approval, we would appreciate receiving a certified copy of the adopting resolution.

Very truly yours,

Richard H. West

Richard H. West, CMC
City Clerk

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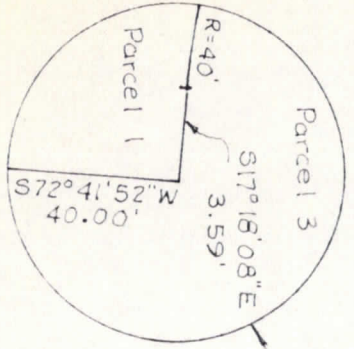
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DATED: November 21, 1980
ASSESSOR'S NO. 79A-475-7/9

OAKLAND SCAVENGER COMPANY, INC.,
a corporation

By Peter Borghero

POINT OF BEGINNING
 PARCEL 1,
 P.O.C. Par. 2,
 & P.O.C. Par 3
 LD 77-13 Rev. 1



DETAIL A
 No Scale

DAVIS STREET (50.00' WIDE) (Co SE

T.P.O.B. Par. 2

555°13'55" W (R)
 20'

636.54' N 70°59'02" E
 T.P.O.B. Par. 3

PARCEL 1 LD 77-13 Rev. 1
 285.13' S 70°59'02" W

R = 60.00'
 $\Delta = 40^\circ 23' 53''$
 L = 42.31'

N 72°41'52" E (R)

S 19°10'58" E 20.00'
 S 70°59'02" W 39.77'
 S 70°59'02" W 79.79'

FAUSTINO TO OAKLAND SCAVENGER
 BK 3444 PG 413 & 414
 MARCH 26, 1937

81-006085
 JAN. 13, 1981
 APRIL 29, 1981 R.S.G
 1-068

PCL. 1

NEPTUNE DR.

$\Delta = 91^\circ 42' 50''$
 L = 64.03'
 R = 40.00'

S 72°41'52" W 40.00'
 S 17°18'08" E 195.59'
 R = 40.00'
 $\Delta = 88^\circ 17' 10''$
 L = 61.64'

PARCEL 3
 LD 77-13
 Rev. 1

E. Ln. Faustino to Oakland Scavenger

SE Ln. Faustino to Oakland Scavenger

$\Delta = 2^\circ 51' 45''$
 L = 74.94'
 R = 1500.00'

S 14°26'23" E 100.40'
 S 70°49'02" W 73.15'

Portion of D284 C1601