

THIS AGREEMENT made this 9th day of May, 1957, between CITY OF SAN LEANDRO, a municipal corporation of the State of California, hereinafter called "City," and BAY-FAIR, a California corporation, hereinafter called "Bay-Fair,"

W I T N E S S E T H:

RECITALS:

A. Bay-Fair is constructing a shopping center in the City of San Leandro which shopping center will be of benefit to the City of San Leandro by reason of improvement of the area in which said shopping center is located and by reason of creating new jobs for the residents of the City of San Leandro.

B. The construction of said shopping center will create a traffic pattern which the streets in the area are not designed to handle.

C. It is for the best interests of the City of San Leandro that the streets in the vicinity of the shopping center be improved and redesigned to accommodate the additional traffic that will be brought to that area.

D. The City Manager of City has entered into certain negotiations with Bay-Fair with relation to such matters as aforesaid and has reached a tentative agreement with Bay-Fair.

NOW, THEREFORE, it is mutually agreed:

1. Bay-Fair will grant City an easement for street purposes as more particularly described in Exhibits A and B attached hereto.

2. Bay-Fair will grant to City an easement for a storm drain as more particularly described on Exhibit C attached hereto.

3. Bay-Fair will acquire and dedicate for street purposes the property more particularly described in Exhibit D attached hereto.

4. City and Bay-Fair will carry out the obligations with relation to such street improvements as more particularly set forth in Exhibit E attached hereto, and it is understood and agreed that pursuant to the terms of said letter contract no other or further dedications of Bay-Fair properties or any interest or interests therein may be required thereunder.

5. It is understood and agreed that in consideration of the dedication by Bay-Fair of the easements and rights of way as aforesaid and in consideration of the work to be undertaken by Bay-Fair pursuant to the terms of the contract attached hereto, marked Exhibit E, or as said contract may be hereafter modified or amended by mutual agreement, no assessments will be levied by City against the property owned by Bay-Fair in relation to the work to be undertaken pursuant to said contract, and that City will hold Bay-Fair harmless from and against any assessments that may be levied against the property owned by Bay-Fair by any other governmental or other agency in connection with the work to be undertaken pursuant to said contract or as said contract may be modified or amended as hereinabove provided.

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

AM52387

RECORDED at REQUEST OF

At 7 Min. Past 11 A.M.

MAY 24 1957

BOOK 8374 PAGE 71
OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA

Thomas W. Fitzsimmons
D.H. COUNTY RECORDER

CITY OF SAN LEANDRO

By

By

BAY-FAIR

By

By

STATE OF CALIFORNIA,
City and County of San Francisco. } ss.

On this 9th day of May, 1957,
before me, NAN G. SCULLEY, a notary public in and
for said city and county and state, residing therein, duly
commissioned and sworn, personally appeared James
T. Ryan and W. G. Hobbs, known to
me to be the president and secretary, respectively, of
BAY-FAIR, the corporation that executed the within instrument,
and acknowledged to me that such corporation executed the
within instrument pursuant to its by-laws or a resolution of
its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand
and affixed my official seal at my office in the city and
county and state aforesaid the day and year in this certificate
first above written.

NAN G. SCULLEY

NOTARY PUBLIC
in and for the City and County of
San Francisco, State of California

MY COMMISSION EXPIRES JULY 8, 1957



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GRANT OF RIGHT OF WAY
FOR STREET PURPOSES

THIS GRANT made this 9th day of May, 1957, by BAY-FAIR, a California corporation, hereinafter called "Grantor," to CITY OF SAN LEANDRO, Alameda County, a municipal corporation of the State of California, hereinafter called "Grantee,"

W I T N E S S E T H:

Grantor grants to Grantee and its successors and assigns an easement for public use for street and related public purposes and uses in, along, over, and under that said real property located in the City of San Leandro, County of Alameda, State of California, which said real property is more particularly described as follows:

Commencing at a point on the southwestern line of East Fourteenth Street, 100 feet wide, as it existed November 21, 1956, north $48^{\circ} 55' 20''$ west 140.00 feet from the western line of Lot 5 as said lot is shown on the map entitled "Map of the Coelho Tract, Eden Township, Alameda County, California," filed December 11, 1899, in Book 15 of Maps at page 100, Records of Alameda County, California; thence along the said southwestern line of East Fourteenth Street south $48^{\circ} 55' 20''$ east 40.00 feet to the actual point of beginning; thence south $46^{\circ} 59' 25''$ east 87.98 feet to a non-tangent curve concave to the northwest, having a radius of 143.00 feet; thence southwesterly along said curve 61.15 feet; thence tangent to said curve south $65^{\circ} 34' 40''$ west 159.30 feet; thence south $24^{\circ} 25' 20''$ east 66.00 feet; thence north $65^{\circ} 34' 40''$ east 96.00 feet; thence north $72^{\circ} 36' 43''$ east 110.92 feet to a tangent curve concave to the south, having a radius of 100.00 feet; thence northeasterly, easterly, and southeasterly along said curve 102.04 feet; thence tangent to said curve south $48^{\circ} 55' 20''$ east 280.59 feet to a tangent curve concave to the

EXHIBIT A

southwest, having a radius of 180.00 feet; thence southeasterly, and southerly along said curve 152.66 feet; thence tangent to said curve south $00^{\circ} 19' 45''$ east 96.49 feet; thence north $89^{\circ} 40' 15''$ east 66.00 feet; thence north $00^{\circ} 19' 45''$ west 34.51 feet to a tangent curve concave to the east, having a radius of 114.00 feet; thence northerly and northeasterly along said curve 41.86 feet; to a compound curve concave to the southeast, having a radius of 24.00 feet; thence northeasterly, easterly, and southeasterly along said curve 40.58 feet to a compound curve concave to the southwest, having a radius of 194.00 feet; thence easterly along said curve 6.23 feet, more or less, to the said southwestern line of East Fourteenth Street, said point being north $48^{\circ} 55' 20''$ west 3.63 feet from the eastern line of Lot 6 as said lot is shown on the said map of Coelho Tract; thence along the said southwestern line of East Fourteenth Street north $48^{\circ} 55' 20''$ west 759.79 feet to the actual point of beginning.

Containing 0.7558 acres, more or less.

The respective rights, covenants, and conditions contained herein shall inure to the benefit of and bind the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Grantor has executed this indenture the day and year first above written.

BAY-FAIR

By _____

By _____

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GRANT OF RIGHT OF WAY .
FOR STREET PURPOSES

THIS GRANT made this 9th day of May,
1957, by BAY-FAIR, a California corporation, hereinafter
called "Grantor," to CITY OF SAN LEANDRO, Alameda County,
a municipal corporation of the State of California, herein-
after called "Grantee,"

W I T N E S S E T H:

Grantor grants to Grantee and its successors and
assigns an easement for public use for street and related
public purposes and uses in, along, over, and under that
said real property located in the City of San Leandro, County
of Alameda, State of California, which said real property is
more particularly described as follows:

Beginning at the point of intersection of
the northeastern line of the Western Pacific
Railroad Company right of way, 80 feet wide, with
the eastern line of Hesperian Blvd., as said point
of intersection is described in the quitclaim deed
from R. H. Macy & Co., Inc., and Capital Company
to Bay-Fair, a California Corporation, recorded
February 6, 1956, in Book 7926 of Official Records
at page 525, Records of Alameda County, California;
thence south $49^{\circ} 27' 45''$ east 37.86 feet along the
said northeastern line of the Western Pacific Rail-
road Company right of way; thence north $0^{\circ} 32' 56''$
east 23.47 feet; thence north $5^{\circ} 15' 01''$ east 140.00
feet to a non-tangent curve concave to the south-
east and having a radius of 112.00 feet, a radial
line from said point bearing south $39^{\circ} 27' 04''$
east; thence northeasterly along said curve 44.92
feet to a compound curve concave to the southeast
and having a radius of 49.00 feet; thence north-
easterly along said curve 45.06 feet to a compound
curve concave to the southeast and having a radius
of 292.00 feet; thence northeasterly along said

EXHIBIT B

curve 14.36 feet to a non-tangent line; thence along said non-tangent line north $0^{\circ} 26' 00''$ west 97.41 feet to a non-tangent curve concave to the northeast and having a radius of 112.00 feet, a radial line from said point bearing north $6^{\circ} 18' 40''$ east; thence northwesterly along said curve 31.84 feet to a compound curve concave to the northeast and having a radius of 49.00 feet; thence northwesterly along said curve 45.06 feet to a compound curve concave to the east and having a radius of 292.00 feet; thence northerly along said curve 72.77 feet to a non-tangent line, said line being the northern line of the Bay-Fair parcel as described in the aforesaid quitclaim deed; thence south $89^{\circ} 30' 10''$ west 32.00 feet along the last mentioned line to its intersection with said eastern line of Hesperian Blvd.; thence south $0^{\circ} 26' 00''$ east 422.85 feet, more or less, along the last mentioned line to the point of beginning.

Containing 0.5506 acres, more or less.

The respective rights, covenants, and conditions contained herein shall inure to the benefit of and bind the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Grantor has executed this indenture the day and year first above written.

BAY-FAIR

By _____

By _____

RIGHT OF WAY FOR STORM DRAIN 613

THIS INDENTURE, made this 9th day of May, 1957, between BAY-FAIR, a California corporation, hereinafter called "Grantor," and CITY OF SAN LEANDRO, a municipal corporation of the State of California, hereinafter called "Grantee,"

W I T N E S S E T H:

Grantor, for and in consideration of the sum of one dollar (\$1.00) in lawful money of the United States to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, and for other good and valuable considerations, the receipt of which is hereby acknowledged, does by these presents grant to Grantee, its successors and assigns, an easement for the purpose of maintaining, repairing, operating, and using as Grantee may see fit storm drains and appurtenances for flood control and related purposes for so long as it shall be used for said purposes in, through, along, and under any part of that certain real property in the County of Alameda, State of California, described as follows:

A 10 foot wide easement from the east line of Hesperian Boulevard in the City of San Leandro, Alameda County, California (as said boulevard was widened by deed from Bay-Fair, a California corporation, to the City of San Leandro, recorded in Book at page Official Records of Alameda County, California), to the north line of the western entrance to Bay-Fair, the centerline of said easement being more particularly described as follows:

Beginning at a point on said east line of Hesperian Boulevard, as widened, from which the northwest corner of the Bay-Fair parcel, before said widening, bears N. 49° 15' W. 44 feet, more or less (said northwest corner being the northwest corner of that parcel described in quitclaim deed from R. H. Macy & Co., Inc., and Capital Company to Bay-Fair, a California corporation, recorded February 6, 1956, in Book 7926 at page 525, Official Records of Alameda County, California); thence

EXHIBIT C

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S. 29° 03' E. 92.7 feet, more or less, to a point on said north line of the western entrance to Bay-Fair.

A 10 foot wide easement from the south line of said western entrance to Bay-Fair running in a general southeasterly and southerly direction to the south line of said Bay-Fair parcel, the centerline of said easement being more particularly described as follows:

Beginning at a point on said south line of the western entrance to Bay-Fair, from which said northwest corner of the Bay-Fair parcel bears N. 22° 42' W. 232.7 feet, more or less; thence S. 38° 09' E. 299.5 feet, more or less, to an angle point; thence S. 39° 48' E. 278.1 feet, more or less, to an angle point; thence S. 6.8 feet, more or less, to the south line of said Bay-Fair parcel.

The respective rights, covenants, and conditions contained herein shall inure to the benefit of and bind the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Grantor has executed this indenture the day and year first above written.

BAY-FAIR

By _____

By _____

GRANT OF RIGHT OF WAY FOR STREET PURPOSES

THIS GRANT, made this 9th day of May, 1957, by BAY-FAIR, a California corporation, hereinafter called "Grantor," to COUNTY OF ALAMEDA, a political subdivision of the State of California, hereinafter called "Grantee,"

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W I T N E S S E T H:

Grantor grants to Grantee and its successors and assigns an easement for a public highway along, over, and across that real property located in the County of Alameda, State of California, more particularly described as follows:

Commencing at the point of intersection of the northeasterly line of East Fourteenth Street with the southeasterly line of Lot 210, as said street and lot are delineated and so designated on that certain map entitled "East Fourteenth Street Terrace Eden Township Alameda County California" etc., filed December 7, 1926, in Book 10 of Maps at page 93 thereof, Records of Alameda County, California, and running thence along said southeasterly line of Lot 210 and along the direct production northeasterly thereof North 45° 02' 00" East (the bearing of said southeasterly line of Lot 210 being taken as North 45° 02' 00" East for the purpose of making this description), 119.64 feet to an intersection thereof with the westerly line of Plaza Drive, formerly Holly Avenue, as said avenue is shown on the aforesaid map of East Fourteenth Street Terrace; thence along said westerly line of Plaza Drive North 0° 54' 00" East, 68.75 feet to an intersection thereof with the northerly line of Lot 201, as said lot is shown on said map; thence leaving said westerly line of Plaza Drive South 46° 42' 11" West, 72.56 feet to the most northerly corner of Lot 209, as said lot is shown on said map; thence along the northwesterly line of said Lot 209 South 45° 02' 00" West, 100.00 feet to an intersection thereof with the aforesaid northeasterly line of East Fourteenth Street; thence along said northeasterly line of East Fourteenth Street South 49° 02' 00" East, 50.12 feet to the point of commencement.

Being all of Lots 209 and 210 and a portion of Lot 201, as said lots are shown on the aforesaid map of East Fourteenth Street Terrace.

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EXHIBIT D

AM52387

IN THE CITY COUNCIL OF THE CITY OF SAN LEANDRO

RESOLUTION NO. 3215 C.M.S.

RESOLUTION APPROVING AGREEMENT
(Bay-Fair Street Work)

Whereas, a certain agreement dated May 9, 1957 between the City of San Leandro, a municipal corporation, and Bay-Fair, a California corporation, has been presented to this Council; and

Whereas, the City Manager has recommended that this City Council approve said contract; and

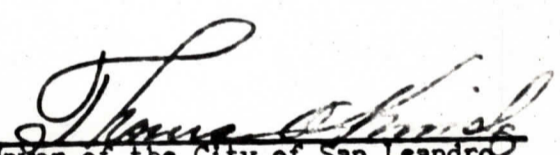
Whereas, this City Council is familiar with the contents thereof;

Now, therefore, the City Council of the City of San Leandro does
RESOLVE as follows:

That said contract be and the same hereby is approved and the Mayor is hereby authorized and directed to execute the same on behalf of the City of San Leandro.

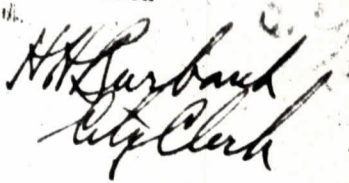
Introduced by Councilman Gill and passed and adopted this 20th day of May, 1957, by the following called vote:

Ayes:	Councilmen:	Frazier, Gill, Kant, Maltester, Swift, Knick (6)
Noes:	Councilmen:	None (0)
Absent:	Councilmen:	Bellini (1)


Mayor of the City of San Leandro

Attest: 
H. H. Burbank, City Clerk

The foregoing Resolution
No. 3215 is a true and
correct copy of a resolution
of the Council.


City Clerk

5/16/57/ah



CITY OF SAN LEANDRO
SAN LEANDRO, CALIFORNIA

March 7, 1957

EXHIBIT "E"

Bay-Fair
1 Powell Street
San Francisco, California

Attention: Mr. Harry Rothrock

Gentlemen:

This letter is in confirmation of the previous discussions which have been held in relation to the necessary street developments in the vicinity of Bay-Fair. It has been thought advisable to put in letter form the parties' understandings as to the duties and obligations of the various parties involved in this program.

1. East 14th Street

Bay-Fair, at its sole cost and expense, shall cause to be constructed in a manner satisfactory to the appropriate governmental agencies all curbing, sidewalks, gutters, islands, drainage structures and paving on East 14th Street southwest of the existing gutter line or paving and on those portions of 155th Avenue and Bayfair Drive to be conveyed to the City by Bay-Fair, all as generally shown on Exhibit "A" attached hereto.

The City of San Leandro will be responsible for arranging for the costs of installation of all other improvements on East 14th Street including, without limitation, the two (2) traffic signal installations, traffic bars, islands, paving, etc.

Bay-Fair will grant to the City easements for street purposes on the property owned by it necessary for the widening of East 14th Street and for the opening of 155th Avenue and Bayfair Drive southwesterly of East 14th Street, the general locations of which are shown on Exhibit "A" attached hereto.

2. Hesperian Boulevard

Bay-Fair, at its sole cost and expense, shall cause to be constructed in a manner satisfactory to the City of San Leandro, all curbing, gutters, paving and drainage structures on said street, on the property which is hereinafter referred to which is to be conveyed to the City by Bay-Fair for street widening, located east of a line which is parallel to

EXHIBIT "E"

and twenty-two and one-half (22-1/2) feet, more or less, to the east of the existing property line, said parallel line also being the new gutter line.

The City of San Leandro will be responsible for the cost of the installation of all other improvements on said street including, without limitation, all costs of paving, traffic bars and islands, signals, etc.

Bay-Fair will grant to the City an easement for street purposes on the property owned by it fronting on Hesperian Boulevard required for the street widening and traffic control, referred to in the first paragraph of this Section 2. Bay-Fair will also grant to the City the necessary ten (10) foot wide easements for storm drains connecting the drainage structures on Hesperian Boulevard and the Drive-In Theater with the Alameda County Flood Control ditch. Bay-Fair further agrees to construct on said easements, in a manner satisfactory to the City, a storm drain and related entrance structures; the City agrees that all costs of maintenance, repair, replacement and/or reconstruction of said storm drain, after its acceptance by the City, shall be borne by the City.

3. Bayfair Drive easterly of E. 14th Street (Plaza Drive Extension)

Bay-Fair shall acquire or shall reimburse the City of San Leandro and/or the County of Alameda for its costs in acquiring by condemnation Lots 209 and 210 of "East 14th Street Terrace Subdivision" and shall dedicate said lots to the City or County as a public way. Bay-Fair shall also acquire or reimburse the City of San Leandro and/or the County of Alameda for its costs in acquiring by condemnation Lot 201 of said tract; the portion thereof necessary for the extension of a public way connecting East 14th Street and Plaza Drive, as said way is extended through Lots 209 and 210, shall be dedicated by Bay-Fair to the City or County as a public way and the remainder of said Lot 201 shall either be retained by Bay-Fair or shall be conveyed by the City or County to Bay-Fair. It is our understanding that the above costs of condemnation proceedings do not involve attorney's fees or court costs.

The City shall be responsible for arranging for all other costs involved in the creation of Bayfair Drive easterly of East 14th Street.

A general description of the improvements to be located on Bayfair Drive, 155th Avenue and East 14th Street is attached hereto and marked Exhibit "A".

In consideration of the undertakings herein contained to be performed by Bay-Fair and the City of San Leandro, it is understood that no further charges shall be made against Bay-Fair for that work which the City agrees herein to do.

The parties shall prepare the necessary plans, specifications for the work and plats and legal descriptions of the dedications to be performed pursuant to this agreement. When said plans and specifications, descriptions and plats are prepared and approved in writing by the parties to this letter of understanding, such plans and specifications, plats and descriptions shall be

BOOK 8374 PAGE 84
Bay-Fair
Ltr. of Understanding

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March 7, 1957
exhibit "E"

deemed to be a part of this letter of understanding.

If this letter of understanding is acceptable, will you please indicate your acceptance on the enclosed copy and return it to the undersigned.

Yours very truly,

CITY OF SAN LEANDRO

By _____
City Manager

Accepted:

BAY-FAIR

By _____

By _____

DN 8374 381

This is to certify that this is a true
copy of the document on file in this
office.

Jackie Blue

COUNTY RECORDER
ALAMEDA COUNTY, CALIFORNIA

Date MAR 30 1966