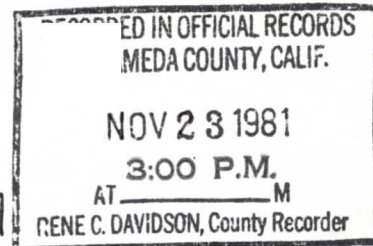


GRANT DEED



81-196760

NO DOCUMENTARY TRANSFER DUE

With ad Deed

Michael A. Oliver - Deputy City Clerk
CITY OF SAN LEANDRO

J. I. CASE COMPANY, a Delaware 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:

Real property in the City of San Leandro, County of Alameda, State of
California, being a portion of that tract of land described in the deed
to J.I. Case Company, recorded December 14, 1966, in Reel 1887 at Image
917, Alameda County Records, and being further described as follows:

BEGINNING at the most westerly corner of Parcel 1 of said tract of land,
said corner being on the southeast line of Williams Street, (formerly
West Avenue 129), 60 feet wide; thence along said line north 62° 30'
east 663.29 feet to a tangent curve, concave to the south, having a radius
of 20.00 feet; thence northeasterly, easterly, and southeasterly along
said curve, through a central angle of 90° 00' a distance of 31.42 feet
to a tangent line; said tangent line being the southwest line of Merced
Street, (formerly County Road 6071), 60 feet wide; thence along last said
line south 27° 30' east 632.50 feet to the southeast line of Parcel 2 of
said tract of land; thence along last said line south 62° 30' west 18.00
feet to a line drawn parallel with and 18.00 feet southwesterly, measured
at right angles, from the said line of Merced Street; thence along said
line 617.50 feet to a tangent curve, concave to the south, having a radius
of 30.00 feet; thence northwesterly, westerly, and southwesterly along
last said curve, through a central angle of 90° 00' a distance of 47.12
feet to a tangent line, last said line being parallel with and 5.00 feet
southeasterly, measured at right angles, from the said line of Williams
Street; thence along last said parallel line 635.29 feet to the southwest
line of Parcel 1 of said tract of land; thence along last said line north
27° 30' west 5.00 feet to the POINT OF BEGINNING.

The above described parcel of land contains 15,179 square feet, more or
less.

DATED: October 8, 1981

ASSESSOR'S NOS. 77A-700-9/2 and 79A-332-2/2

J. I. CASE COMPANY, a Delaware
corporation

By A. Fred Golding *gus*
A. Fred Golding, Group Vice President

Attest:
Sam M. Schaeffel
Assistant Secretary

PLEASE RECORD & RETURN TO:
Richard H. West, City Clerk
City of San Leandro
835 East 14th Street
San Leandro, California 94577

81-196760

This is to certify that the interest in real property conveyed by Deed or Grant,
dated October 8, 1981, from J. I. Case Company

to the City of San Leandro, a municipal corporation, is hereby accepted on behalf
of the City Council of the City of San Leandro, pursuant to authority conferred
by Resolution No. 4579 C.M.S., adopted by the City Council of the City of San Leandro
on June 19, 1961, and the grantee consents to recordation thereof by its duly
authorized officer.

Dated: November 20, 1981

Michael A. Oliver

Michael A. Oliver
Deputy City Clerk of the City of San Leandro



ACKNOWLEDGEMENT

STATE OF Wisconsin)
COUNTY OF Racine) ss.

On October 8, 1981, before me, Nancy S. Langley,
a Notary Public in and for the County of Racine, State of
~~California~~^{Wisconsin}, personally appeared A. Fred Golding, known to
me to be the Group Vice President of the corporation that executed the
within instrument and acknowledged to me that such corporation executed the same.

My Commission Expires 6/23/85

Nancy S. Langley
NOTARY PUBLIC in and for said
County and State



CLERK OF SAN LEANDRO
DEC 2 1981
CLERK OF SAN LEANDRO

CITY OF SAN LEANDRO
DEC 24 1981
CITY CLERK'S OFFICE



047261-10

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



Office of City Clerk 415-577-3366

20 November 1981

Alameda County Recorder
1225 Fallon Street Room 100
Oakland, California 94612

Gentlemen:

Enclosed herewith are the following:

Grant Deed from J. I. Case Company to the City of
San Leandro - APN's 77A-700-9/2; 79A-332-2/2

Abstract of Public Improvement Agreement - 1919
Williams Street, San Leandro

Please record these documents and return them to:

Richard H. West, City Clerk
City of San Leandro
835 East 14th Street
San Leandro, California 94577

Thank you.

Very truly yours,

Richard H. West

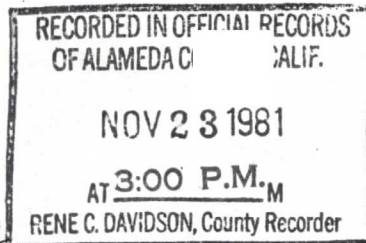
Richard H. West, CMC
City Clerk

ob
encl. - as noted



When Recorded Return To:

City Clerk
City of San Leandro
835 E. 14th Street
San Leandro, CA 94577



81-196761

813

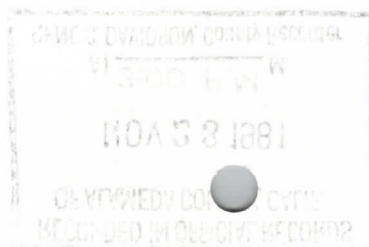
CITY OF SAN LEANDRO, CALIFORNIA

Abstract of Public
Improvement Agreement

The Abstract of Public Improvement Agreement is executed concurrently with that certain Public Improvement Agreement, dated September 28, 1981, between the City of San Leandro, a municipal corporation (herein referred to as "City") and J. I. Case Company (herein referred to as "Owners"), relating to the making of public improvements on that real property described in Exhibit "A" incorporated herein by reference (herein referred to as "the subject property"), and commonly referred to as 1919 Williams Street.

In consideration for approval of building permits for 1919 Williams Street

by City, owner has agreed to improve certain streets and public easements at the subject property to standards prescribed by City and to make certain other improvements and to pay to City such sums as are specified in detail in the above-mentioned Public Improvement Agreement, a copy of which is on file for public inspection in the office of the City Clerk, 835 East 14th Street, San Leandro, California. Under the provisions of the San Leandro Municipal Code, the substantial completion of the work provided for in said Public Improvement Agreement may be a condition precedent to the issuance by the City of building permits or other entitlements of use for the subject property.



187891-11

IN WITNESS WHEREOF, the parties have executed this Abstract of Public Improvement Agreement.

CITY OF SAN LEANDRO, a
municipal corporation

By *P. A. Long*
Public Works Director

Attest:

Richard R. Sub
City Clerk
Date: *October 14, 1981*

Attest:

Sam M. Schuffel
Assistant Secretary

(Appropriate Acknowledgements)

J. I. Case Company

BY:

A. Fred Golding
~~Owner~~ A. Fred Golding,
Group Vice President



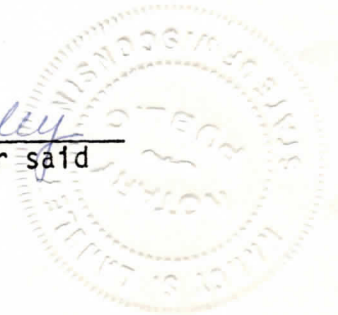
ACKNOWLEDGEMENT

STATE OF Wisconsin)
COUNTY OF Racine) ss.

On October 8, 1981, before me, Nancy S. Langley,
a Notary Public in and for the County of Racine, State of
~~California~~ ^{Wisconsin}, personally appeared A. Fred Golding, known to
me to be the Group Vice President of the corporation that executed the
within instrument and acknowledged to me that such corporation executed the same.

My Commission Expires 6/23/85

Nancy S. Langley
NOTARY PUBLIC in and for said
County and State



187001-11

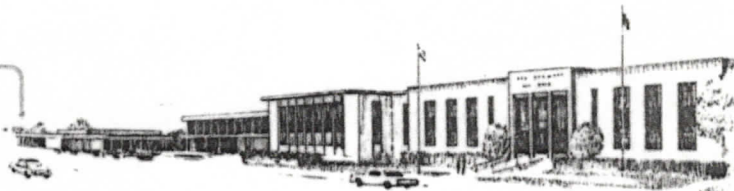


CITY OF SAN LEANDRO

DEC 24 1981

CITY CLERK'S OFFICE

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



Office of City Clerk 415-577-3366

20 November 1981

J. I. Case Company
7000 Durand Avenue
Racine, Wisconsin 53406

Attn: R. M. Powaser
Re: 1919 Williams Street
San Leandro, California

Gentlemen:

Enclosed herewith for your file is a fully executed copy of City of San Leandro Standard Public Improvement Agreement for the above referenced location.

Very truly yours,

Richard H. West

Richard H. West, CMC
City Clerk

ob
encl. - as noted



MEMORANDUM
City of San Leandro
Public Works Department

October 14, 1981

To: City Clerk via Phil Long, Public Works Director *HL*
From: John Nelson, Assistant Engineer
Subj: R/W Dedication and Public Improvement Obligations - 1919 Williams St.

As a condition of new construction at 1919 Williams St., J.I. Case Co. is required to dedicate right-of-way and widen the roadway on both Williams St. and Merced St. All required documents are attached. Please handle the documents as follows:

1. File both bonds.
2. File the letter from Prudential.
3. There are two copies of the Grant Deed. One should be recorded and the other is extra.
4. There are two copies of the Certificate of Insurance. These can be filed (one is extra).
5. One copy of the Public Improvement Agreement should be filed and one sent to:

R.M. Powaser
J.I. Case Company
7000 Durand Avenue
Racine, Wisconsin 53406

OK
JN/alc
Attach.

CITY OF SAN LEANDRO

OCT 19 1981

CITY CLERK'S OFFICE

CIA MEMO

1971 1 2 1087

FILE NO 25A 157000

SECRET

The Premium on this Bond is included in that of the Performance Bond

BOND NO. 61S 33221-282R-81

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, J. I. Case Company

as Principal, and The Aetna Casualty & Surety Company

and duly authorized to execute bonds and undertakings under the laws of the State of California as sole Surety, as Surety, are held and firmly bound unto the State of California for the use and benefit of the State Treasurer as ex officio treasurer and custodian of the Unemployment Fund and any and all materialmen, persons, companies, or corporations furnishing materials, provisions, provender, or other supplies used in, upon, for, or about the performance of the work contracted to be executed or performed under the contract hereinafter mentioned, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said work to be done, and all persons who performed work or labor upon the same, and all persons who supply both work and materials, and whose claim has not been paid by the contractor, company, or corporation, in the just and full sum of One Hundred Sixty-Five Thousand Dollars

Dollars, (\$165,000.00),

for the payment whereof, well and truly to be made, said Principal, and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that, whereas the above bounden Principal has entered into a contract, dated September 28, 1981, with the CITY OF SAN LEANDRO, a municipal corporation,

to do the following work, to-wit:

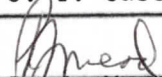
Widen Merced St. per Plan Line requirements and widen
Williams St. per modified Master Plan requirements.

as is more specifically set forth in said contract, to which contract reference is hereby made;

NOW THEREFORE, if the above bounden Principal, contractor, person, company or corporation, or his or its sub-contractor, fails to pay for any materials, provisions, provender, or other supplies, or teams used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon or any kind or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the Surety on this bond will pay the same, in an amount not exceeding the sum specified in the bond, and also in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court, said attorney's fee to be taxed as costs in said suit and to be included in the judgement therein rendered.

EXECUTED THIS 7 day of October, 1981,

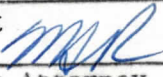
J. I. Case Company


P. J. Mead, Principal
Assistant Treasurer

xxxx The Aetna Casualty & Surety Company


E. L. Boyle, Attorney-in-Fact

Approved as to form:


City Attorney

Attach Acknowledgement here





POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, THAT THE AETNA CASUALTY AND SURETY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, hath made, constituted and appointed, and does by these presents make, constitute and appoint **E. L. Boyle - -**

of **Racine, Wisconsin**, its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated, the following instrument(s):
by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any and all consents incidents thereto on behalf of **J. I. Case Company** where the amount does not exceed the sum of **TWO MILLION (\$2,000,000.00) DOLLARS -**

and to bind THE AETNA CASUALTY AND SURETY COMPANY, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of THE AETNA CASUALTY AND SURETY COMPANY, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Company which Resolutions are now in full force and effect:

VOTED: That each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, may from time to time appoint Resident Vice Presidents, Resident Assistant Secretaries, Attorneys-in-Fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as his certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the Chairman, the Vice Chairman, the President, an Executive Vice President, a Senior Vice President, a Vice President, an Assistant Vice President or by a Resident Vice President, pursuant to the power prescribed in the certificate of authority of such Resident Vice President, and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or by a Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact pursuant to the power prescribed in his or their certificate or certificates of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Board of Directors of THE AETNA CASUALTY AND SURETY COMPANY which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, THE AETNA CASUALTY AND SURETY COMPANY has caused this instrument to be signed by its Assistant Vice President, and its corporate seal to be hereto affixed this **8th** day of **April**, 19 **81**



THE AETNA CASUALTY AND SURETY COMPANY

By **R. T. Rippe**
Assistant Vice President

State of Connecticut }
County of Hartford } ss. Hartford

On this **8th** day of **April**, 19 **81**, before me personally came **R. T. RIPPE**, to me known, who, being by me duly sworn, did depose and say: that he/she is **Assistant Vice President** of THE AETNA CASUALTY AND SURETY COMPANY, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the corporation by authority of his/her office under the Standing Resolutions thereof.



Johanna M. Degnam
My commission expires **March 31, 19 84** Notary Public

CERTIFICATE

I, the undersigned, **Secretary** of THE AETNA CASUALTY AND SURETY COMPANY, a stock corporation of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Board of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this **7th** day of **October**, 19 **81**



By **James A. Wall**
Secretary

SAN LEANDRO PERFORMANCE BOND - PUBLIC WORK

BOND NO. 61S 33221-281R-81

The Premium for this Bond is
\$ for the term of

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, J. I. Case Company

as Principal, and The Aetna Casualty & Surety Company

and duly authorized under the laws of the State of California to become sole surety on bonds and undertakings, as Surety, are held and firmly bound unto CITY OF SAN LEANDRO, a municipal corporation, as Obligee, in the full and just sum of One Hundred Sixty-Five Thousand Dollars

Dollars (\$165,000.00), lawful money of the United States of America, to be paid to the said Obligee, successors or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, successors, administrators, and assigns, jointly and severally, firmly by these presents.

The Condition of the above Obligation is such that whereas the said Principal has entered into a contract dated September 28, 1981, with the said Obligee to do and perform the following work, to-wit:

Widen Merced St. per Plan Line requirements and widen Williams St. per modified Master Plan requirements.

as is more specifically set forth in said contract, to which contract reference is hereby made;

Now, therefore if the said Principal shall well and truly do the said work, and fulfill each and every of the covenants, conditions and requirements of the said contract in accordance with the plans and specifications, then the above obligation to be void, otherwise to remain in full force and virtue.

No right of action shall accrue under this bond to or for the use of any person other than the Obligee named herein.

EXECUTED THIS 7 day of October, 1981.

J. I. Case Company

P. J. Mead

P. J. Mead, Assistant Principal Treasurer

By: The Aetna Casualty & Surety

E. L. Boyle

E. L. Boyle, Attorney-in-Fact
Approved as to form:

City Atty.

Attach Acknowledgment here.





THE AETNA CASUALTY AND SURETY COMPANY
Hartford, Connecticut 06115

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, THAT THE AETNA CASUALTY AND SURETY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, hath made, constituted and appointed, and does by these presents make, constitute and appoint **E. L. Boyle - -**

of **Racine, Wisconsin**, its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated, the following instrument(s):
by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any and all consents incidents thereto **on behalf of J. I. Case Company where**
the amount does not exceed the sum of TWO MILLION (\$2,000,000.00) DOLLARS -

and to bind THE AETNA CASUALTY AND SURETY COMPANY, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of THE AETNA CASUALTY AND SURETY COMPANY, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Company which Resolutions are now in full force and effect:

VOTED: That each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, may from time to time appoint Resident Vice Presidents, Resident Assistant Secretaries, Attorneys-in-Fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as his certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the Chairman, the Vice Chairman, the President, an Executive Vice President, a Senior Vice President, a Vice President, an Assistant Vice President or by a Resident Vice President, pursuant to the power prescribed in the certificate of authority of such Resident Vice President, and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or by a Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact pursuant to the power prescribed in his or their certificate or certificates of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Board of Directors of THE AETNA CASUALTY AND SURETY COMPANY which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, THE AETNA CASUALTY AND SURETY COMPANY has caused this instrument to be signed by its Assistant Vice President, and its corporate seal to be hereto affixed this **8th** day of **April**, 19 **81**



THE AETNA CASUALTY AND SURETY COMPANY

By **R. T. Rippe**
Assistant Vice President

State of Connecticut }
County of Hartford } ss. Hartford

On this **8th** day of **April**, 19 **81**, before me personally came **R. T. RIPPE**, to me known, who, being by me duly sworn, did depose and say: that he/she is **Assistant Vice President** of THE AETNA CASUALTY AND SURETY COMPANY, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the corporation by authority of his/her office under the Standing Resolutions thereof.



Johanna M. Degnam
My commission expires March 31, 19 **84** Notary Public

CERTIFICATE

I, the undersigned, **Secretary** of THE AETNA CASUALTY AND SURETY COMPANY, a stock corporation of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Board of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this **7** day of **October**, 19 **81**



By **Oneal A. Wall**
Secretary

Handwritten signature and date: 10-1-10

Handwritten text: I have read the above and agree with the contents of the same.

Witness:

Handwritten signature and date: 10-1-10

Handwritten text: I have read the above and agree with the contents of the same.

Witness:

Handwritten text: I have read the above and agree with the contents of the same.

Handwritten text: I have read the above and agree with the contents of the same.



Handwritten text: 10-1-10

Handwritten text: I have read the above and agree with the contents of the same.

Handwritten text: I have read the above and agree with the contents of the same.

Handwritten text: I have read the above and agree with the contents of the same.

Handwritten text: I have read the above and agree with the contents of the same.

Handwritten text: I have read the above and agree with the contents of the same.

Handwritten text: I have read the above and agree with the contents of the same.

Handwritten text: I have read the above and agree with the contents of the same.

Handwritten text: I have read the above and agree with the contents of the same.

Handwritten text: I have read the above and agree with the contents of the same.

Handwritten text: I have read the above and agree with the contents of the same.

Handwritten text: I have read the above and agree with the contents of the same.



Handwritten text: I have read the above and agree with the contents of the same.

CITY OF SAN LEANDRO STANDARD PUBLIC IMPROVEMENT AGREEMENT

THIS AGREEMENT entered into on September 28, 1981

by and between the CITY OF SAN LEANDRO, a municipal corporation, hereinafter referred to as City, and J. I. Case Company, hereinafter referred to as Owner.

In consideration of the granting of certain entitlements of use described as follows: Grant of building permits for 1919 Williams St. (also subject to Code Compliance requirements)

and the ultimate acceptance by the City of the property described in Exhibit B herein (if applicable).

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 Plan Line widening on Merced St. and modified Master Plan widening on Williams St. Said improvements shall include all items listed on attached Exhibit C

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 1 year from the date of execution of this Agreement, unless said time is extended by the Director of Public Works. In the event that Owner fails

to complete the public improvements within the said 1 year 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 Owner or his surety as hereinafter provided. The City may require Owner or his surety to pay the City, in advance, sufficient money to recover the City's cost in completing construction of said public improvements. If the construction of the public improvements should be delayed without fault of Owner, the time for the completion thereof may be extended by City for such period of time as City may deem reasonable. Any extension of time hereunder shall not operate to release the surety on the bonds filed pursuant to this Agreement. In this connection the surety waives the provision of Section 2819 of the Civil Code of the State of California.

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, without payment therefor, 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. Unless the improvements required herein are installed pursuant to Special Assessment Act proceedings, the Owner 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, Owner 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. Owner hereby agrees 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 Owner, Owner's contractors or subcontractors.

Approval of the insurance contracts does not relieve the Owner or subcontractors from liability under this Hold Harmless Clause.

7. Performance Bond. Concurrently with the execution hereof, Owner shall obtain and file with City a good and sufficient surety bond in favor of City, 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 Owner of the design and construction of public improvements required, in the penal sum of

One Hundred Sixty-Five Thousand Dollars

(\$ 165,000.00)

or in lieu thereof deposit a like sum in cash with City or deposit said sum in escrow with a lending or banking institution authorized to do business in the State of California. When payment is made in escrow, the instructions covering said escrow shall be in a form approved by City.

8. Labor and Materials Bond. Concurrently with the execution hereof, Owner shall also obtain and file with City 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 the improvement in the penal sum of One Hundred Sixty-Five Thousand Dollars

(\$ 165,000.00)

or in lieu thereof Owner may deposit a like sum in cash with City or deposit said sum in escrow with a title insurance company or with a lending or banking institution authorized to do business in the State of California, or submit any other form of

security approved as to form by the City Attorney and acceptable to the City. When payment is made in escrow, the instructions covering said escrow shall be in a form approved by City.

9. Public Liability Insurance. The Owner shall take out and maintain in the name of the Owner and 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 Owner's, City'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) Thirty (30) days notice of cancellation.

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

J. I. Case Company

BY: A. Fred Golding, Group Vice President

Attest:

~~OWNER~~

Assistant Secretary

CITY OF SAN LEANDRO, a municipal corporation

By

Public Works Director

Attest:

City Clerk

Approved as to Form:

City Attorney



1891

1891

1891

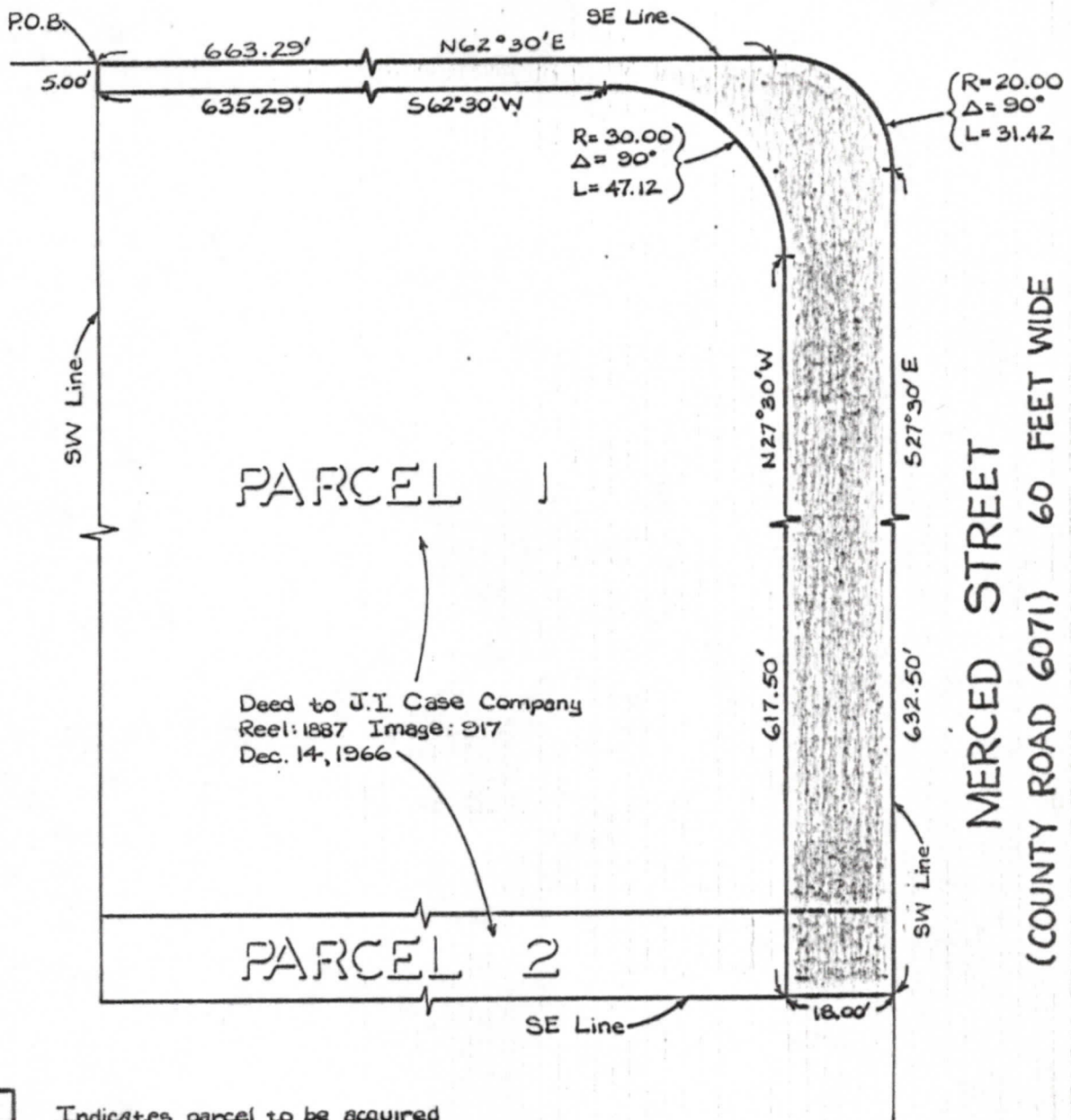


1891

EXHIBIT A



WILLIAMS STREET
(WEST AVE 129) 60 FEET WIDE



☐ Indicates parcel to be acquired
L.D. 81-16
Area = 15,179 Sq. Fts.

9/15/81

PUBLIC WORKS DEPARTMENT — CITY OF SAN LEANDRO

NO.	DATE	REVISION

STREET WIDENING
SW CORNER MERCED & WILLIAMS
77A-700-9-2 J.I. CASE CO.

APPROVAL DATE
P.H. LONG - R.C.E. NO. 13170 PUBLIC WORKS DIRECTOR
CHECKED BY:
DRAWN BY: J. Fujimoto
SCALE: 1" = 30'
DWG 837 CASE 1602

EXHIBIT B

Real property in the City of San Leandro, County of Alameda, State of California, being a portion of that tract of land described in the deed to J.I. Case Company, recorded December 14, 1966, in Reel 1887 at Image 917, Alameda County Records, and being further described as follows:

BEGINNING at the most westerly corner of Parcel 1 of said tract of land, said corner being on the southeast line of Williams Street, (formerly West Avenue 129), 60 feet wide; thence along said line north $62^{\circ} 30'$ east 663.29 feet to a tangent curve, concave to the south, having a radius of 20.00 feet; thence northeasterly, easterly, and southeasterly along said curve, through a central angle of $90^{\circ} 00'$ a distance of 31.42 feet to a tangent line, said tangent line being the southwest line of Merced Street, (formerly County Road 6071), 60 feet wide; thence along last said line south $27^{\circ} 30'$ east 632.50 feet to the southeast line of Parcel 2 of said tract of land; thence along last said line south $62^{\circ} 30'$ west 18.00 feet to a line drawn parallel with and 18.00 feet southwesterly, measured at right angles, from the said line of Merced Street; thence along said line 617.50 feet to a tangent curve, concave to the south, having a radius of 30.00 feet; thence northwesterly, westerly, and southwesterly along last said curve, through a central angle of $90^{\circ} 00'$ a distance of 47.12 feet to a tangent line, last said line being parallel with and 5.00 feet southeasterly, measured at right angles, from the said line of Williams Street; thence along last said parallel line 635.29 feet to the southwest line of Parcel 1 of said tract of land; thence along last said line north $27^{\circ} 30'$ west 5.00 feet to the POINT OF BEGINNING.

The above described parcel of land contains 15,179 square feet, more or less.

LD 81-16
Dwg. 837 Case 1602
Williams & Merced Widening
J.I. Case Company
77A-700-9/2 and 79A-332-2/2

EXHIBIT C
ENGINEER'S ESTIMATE
FOR

WIDENING WILLIAMS & MERCED STS.
J.I. CASE COMPANY

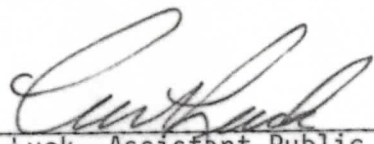
Merced St. Plan Line - Williams St. Master Plan (Modified)

Item No.	Item	Quantity	Unit Price	Amount
1.	Clearing and Grubbing	Lump Sum	\$ L.S.	\$ 5,000.00
2.	Roadway Excavation	670 c.y.	10.00	6,700.00
3.	Asphalt Concrete	350 tons	40.00	14,000.00
4.	Aggregate Base	275 tons	12.00	3,300.00
5.	Aggregate Subbase	650 tons	8.00	5,200.00
6.	Curb and Gutter	1,320 l.f.	8.00	10,560.00
7.	Sidewalk	10,560 s.f.	2.00	21,120.00
8.	Driveway	1,600 s.f.	2.25	3,600.00
9.	Street Light Conduit	1,320 l.f.	4.00	5,280.00
10.	Street Light	5 each	4,000.00	20,000.00
11.	Hydrant Relocation	Lump Sum	L.S.	700.00
12.	Fire Ser. Relocation (10")	Lump Sum	L.S.	6,000.00
13.	Domestic Water Ser. Relocation (3")	Lump Sum	L.S.	2,500.00
14.	Irrigation System Modification	Lump Sum	L.S.	7,500.00
15.	Building Demo. & Refurbishing	Lump Sum	L.S.	5,000.00
16.	Masonry Screen Wall (8)	95 l.f.	30.00	2,850.00
17.	Traffic Signal Modification	Lump Sum	L.S.	17,500.00

This estimate is for a 3 foot widening on Williams St. and 16 foot widening on Merced St. Traffic Index of 8.0. Pavement Section .3' AC, .5' AB, 1.25' ASB. 8' sidewalks.

Total - Items 1 thru 18	\$136,810.00
Contingencies (10%+)	13,190.00
Total Contractual Cost	\$150,000.00
Surveys & Plans (5%+)	7,500.00
Construction Engr. (5%+)	7,500.00
TOTAL COST OF JOB	\$165,000.00

Approved: _____


Curt Luck, Assistant Public Works Director

Prepared By: JA
Typed By: alc
Date: 9/24/81

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



September 25, 1981

CITY OF SAN LEANDRO
SEP 28 1981
CITY CLERK'S OFFICE

J. I. Case Company
c/o Cabak & Associates
1080 O'Brien Drive
Menlo Park, CA 94025

Subject: Building Permit for 1919 Williams

Gentlemen:

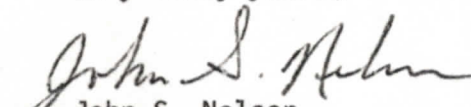
Prior to issuance of a building permit for 1919 Williams St., all of the enclosed documents must be executed, returned to the City of San Leandro, and approved by the City Attorney. Execute and return the following:

1. Three copies of Public Improvement Agreement
2. Insurance per paragraph 9 of Public Improvement Agreement
3. Two copies of Abstract
4. Bonds and bond forms
5. Deed of Reconveyance
6. Grant Deed
7. Accounts Receivable Form

Prior to construction of required public improvements on Merced St. and Williams St., plans and specifications must be completed by engineers hired by your company.

If you have further questions, please call me at 577-3433.

Very truly yours,


John S. Nelson
Assistant Engineer

JSN/alc
Encls.

cc: City Clerk ✓

Valance Gill, Mayor

City Council: Mrs. Faith Frazier; Johan Klehs; L.N. "Judge" Landis;
Don McGue; Gunner Seymon, Richard D. Soares. Lee Riordan, City Manager



CIA CIEBROS OFFICE

1981

CIA OF SAN LEONARDO

SEP 14 1982

REEL... IMAGE...

Approved as to Form
RICHARD J. MOORE, County Counsel

By 1-085 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 194569

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):

77A-700-9-2 WOP (1981-82)
79A-332-2-2 WOP (1981-82)

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 ~~taxes~~ 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

SEP 14 1982

ATTEST:

WILLIAM MEHRWEIN, CLERK OF
THE BOARD OF SUPERVISORS

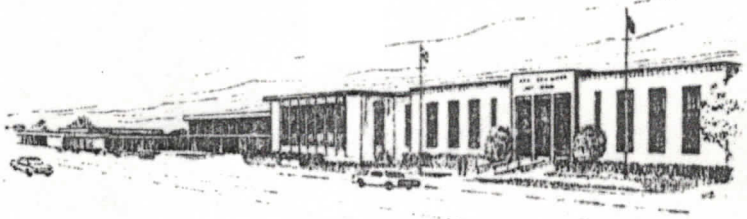
BY: Sofia Luz B. Fortuna

CITY OF SAN LEANDRO

SEP 17 1982

CITY CLERK'S OFFICE

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



Office of City Clerk 415-577-3366

24 December 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 J. I. Case Company

recorded in the Official Records of the County of Alameda under the
County Recorder's Serial No. 81-196760, RE: IM
on November 23, 19 81.

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 \$ _____.

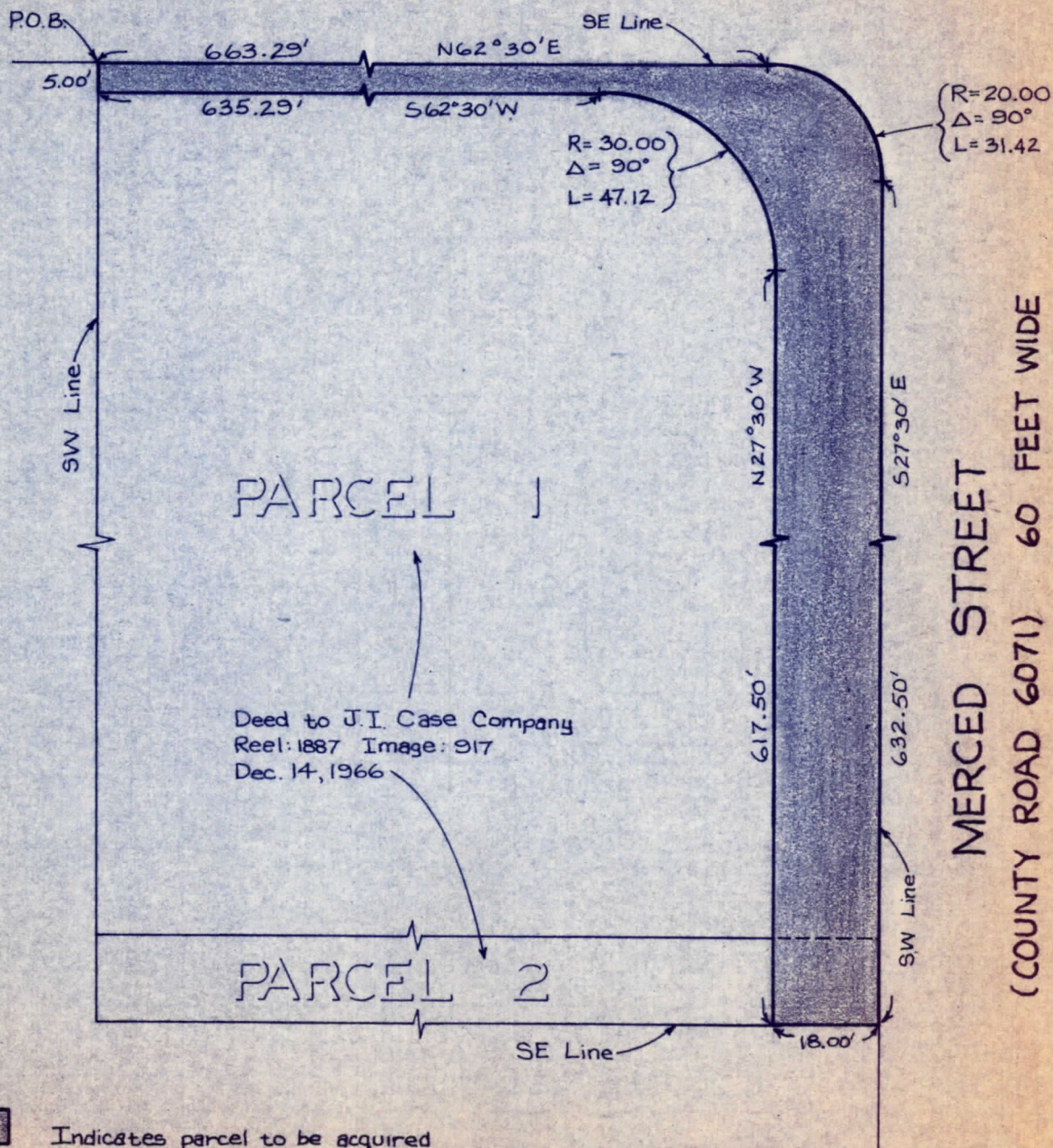
Upon your approval, we would appreciate receiving a certified copy of the adopting resolution.

Very truly yours,

Richard H. West

Richard H. West, CMC
City Clerk

WILLIAMS STREET
(WEST AVE 129) 60 FEET WIDE



Indicates parcel to be acquired

L.D. 81-16

Area = 15,179 Sq. Ft.

ACQUIRED

BY DEED 81-196760

DATE NOV 23, 1981

PLOTTED JA 12-30-81

CITY CLERK FILE NO 1-085

9/15/81

PUBLIC WORKS DEPARTMENT — CITY OF SAN LEANDRO

NO.	DATE	REVISION

STREET WIDENING
SW CORNER MERCED & WILLIAMS
77A-700-9-2 J.I. CASE CO.

APPROVAL DATE _____
P.H. LONG — R.C.E. NO. 13170
PUBLIC WORKS DIRECTOR
CHECKED BY: _____
DRAWN BY: J. Fujimoto
SCALE: 1" = 30'
DWG 837 CASE 1602

