

PLEASE RECORD AND RETURN TO:

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

QUITCLAIM DEED (also filed in 1556 file)

The CITY OF SAN LEANDRO, a municipal corporation, hereby quitclaims to U.A. LOCAL 444, APPRENTICE TRAINING FUND BUILDING FOUNDATION, INC., all that real property situated in the City of San Leandro, Alameda County, State of California, described below:

Real property in the City of San Leandro, County of Alameda, State of California, being a portion of that certain parcel described in the deed from Pine & Co., a partnership and Eugene Rene LeRoy, to the City of San Leandro, recorded October 3, 1956 in Book 8166, at Pages 307, 308 and 309, Alameda County Records, more particularly described as follows:

Commencing at the intersection of the northwest boundary line of Tract 1113, filed May 21, 1952, in Book 33 of Maps, at pages 2 and 3, Alameda County Records, with the northeast line of Merced Street, as said street is shown on said map; thence along said line of Merced Street north 27° 43' 30" west, 28.00 feet, more or less, to a line drawn parallel to; and 28.00 feet northwesterly, measured at right angles, from the said line of Tract 1113; thence northeasterly along the said parallel line, 50.00 feet to the TRUE POINT OF BEGINNING; thence north 27° 43' 30" west, 32.00 feet, more or less, to a line drawn parallel to, and 60.00 feet northwesterly, measured at right angles, from said line of Tract 1113; thence northeasterly along last said parallel line, 581.30 feet; thence south 27° 43' 30" east, 32.00 feet, more or less, to a line drawn parallel to and 28.00 feet northwesterly, measured at right angles, from the said northwest line of Tract 1113; thence southwesterly along the last said parallel line, 581.30 feet to the TRUE POINT OF BEGINNING.

The above described parcel of land contains 18,602 square feet, more or less.

"EXCEPTING AND RESERVING THEREFROM the permanent easement and right at any time or from time to time, to construct, maintain, operate, replace, remove, and renew sanitary sewers and appurtenant structures in, upon, over and across the northwest 10.00 feet."

DATED: September 14, 1983

CITY OF SAN LEANDRO, a municipal corporation

By



LeRoy E. Riordan, City Manager

STATE OF CALIFORNIA

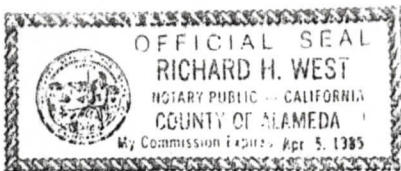
)

) ss.

COUNTY OF ALAMEDA

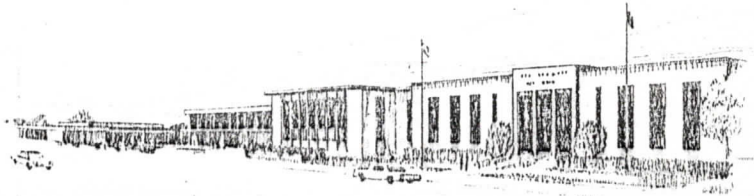
)

On September 14, 1983, before me, RICHARD H. WEST, a Notary Public in and for the County of Alameda, State of California, personally appeared LeROY E. RIORDAN, known to me to be the City Manager of the City of San Leandro and the person who executed the within instrument on behalf of the municipal corporation therein named and acknowledged to me that such corporation executed the same.



RICHARD H. WEST, Notary Public in and
for said County and State

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



Office of City Clerk 415-577-3366

9 September 1983

Joseph Bobba Company, Inc.
P. O. Box 2759
Dublin, California 94568

Dear Mr. Bobba:

Enclosed please find the certificate of insurance you submitted for UA Local No. 444 JAIC Building Fund Inc. The certificate is perfect except that under the cancellation clause we require 30 days notice - not 10. Would you please make this correction and re-submit the certificate of insurance as soon as possible.

Thank you for your cooperation in this matter.

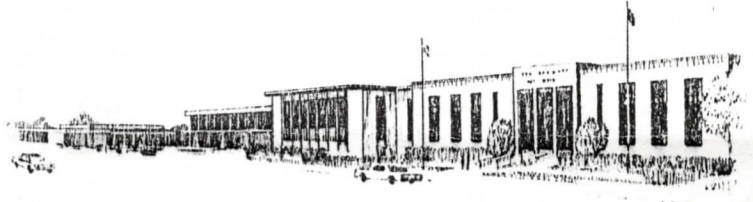
Sincerely,

Richard H. West, CMC
City Clerk

RHW/bt
enclosure

cc: UA Local No 444 JAIC Building Fund INC.

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



Office of City Clerk 415-577-3366

18 September 1984

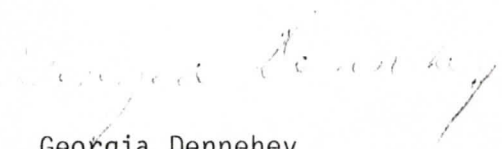
UA Local No 444 JAIC Bldg Fund Inc
2960 Merced Street
San Leandro, California 94579

Dear Sirs:

This is to notify you that a certificate of insurance from Joseph Bobb Company, Incorporated of Dublin, California submitted on your behalf, has been approved by the Risk Manager.

Thank you for your prompt action.

Sincerely,


Georgia Dennehey
City Clerk

GD/bt

CITY OF SAN LEANDRO

1-109

INTEROFFICE MEMO

TO John Alexander - Public Works Department DATE 21 October 1983

FROM Richard West - City Clerk

SUBJECT Quitclaim Deed for property on Merced Street (UA Local 444)

Attached herewith is the quitclaim deed for property on Merced Street which you will take to Hank Deadrich who will take it to the Title company for recordation purposes. The recorded document will then be returned to this office.

R H West

bt

attachment

This deed should not be recorded until we receive the proper endorsement for the license agreement as specified in R-10 83-156.

IN THE CITY COUNCIL OF THE CITY OF SAN LEANDRO

RESOLUTION NO. 83 - 156

2207

RESOLUTION APPROVING LICENSE AGREEMENT
U.A. LOCAL 444, APPRENTICE TRAINING FUND
BUILDING FOUNDATION, INC.

Recitals

A license agreement between the CITY OF SAN LEANDRO and U.A. LOCAL 444, APPRENTICE TRAINING FUND BUILDING FOUNDATION, INC., a copy of which is attached, has been presented to this Council.

The City Council is familiar with the contents thereof.

The City Manager has recommended the approval of said license agreement.

NOW, THEREFORE, the City Council of the City of San Leandro does RESOLVE as follows:

That said license agreement is hereby approved and execution thereof is hereby authorized.

Introduced by Council Member Soares and passed and adopted this 5th day of July, 1983, by the following called vote:

Members of the Council:

Ayes: Council Members Jardin, Karp, Landis, McGue, Soares, Suchman;
Mayor Gill (7)

Noes: None (0)

Absent: None (0)

Attest:


RICHARD H. WEST, City Clerk

LICENSE AGREEMENT

This license agreement is made at San Leandro, California on July 5, 1983, between the City of San Leandro, a municipal corporation ("City"), and UA Local 444, Apprentice Training Fund, Building Foundation, Inc., ("Licensee").

City and Licensee agree as follows:

1. PURPOSE: This license agreement is made for the convenience of the Licensee and for the benefit of the City. The parties hereto expressly find and declare that it is to the public's benefit for City to permit Licensee, by virtue of this agreement, to use the property of City for the purposes enumerated herein.

2. GRANT OF LICENSE: City grants to Licensee a revocable license to enter upon and use the property of the City described in Exhibit A, which is attached hereto and incorporated herein by this reference.

3. USE OF LICENSED PROPERTY: Licensee shall have the nonexclusive right to use the subject property for the sole purposes described in Exhibit B, which is attached hereto and incorporated herein by this reference, and for no other purposes. Without written consent of the City Manager, any change in use or alteration of design or layout of improvements from that which may be described in Exhibit B shall, without limiting the terms of paragraph 5, be cause for revocation of this license by City.

4. TERM: The term of this license shall be for 10 years, subject to the provisions of paragraphs 5 and 6 and further subject to renewal for the same term at the sole option of City, which option shall be exercised no later than thirty days prior to expiration of the original term.

5. REVOCATION: City reserves the right to revoke the license herein granted for any breach of this license agreement or for any act or omission on the part of Licensee contrary to the public interest in the sole, exclusive, and absolute determination of the City. Notice of revocation pursuant to this paragraph shall be served upon the Licensee in writing, and Licensee shall vacate the licensed property and remove all improvements thereon within 5 days of receipt thereof.

6. CANCELLATION: City reserves the right to cancel the license herein granted, without cause, at City's sole discretion. Notice of cancellation pursuant to this paragraph shall be served upon the Licensee in writing, and Licensee shall vacate the licensed property and remove all improvements thereon within 90 days of receipt thereof.

7. HOLD HARMLESS: Licensee shall hold harmless and indemnify City, its officers, agents and employees from and against all liability for injury to persons, including Licensee and City, their officers, agents and employees, and damage to property, including that of Licensee and City, arising from or in any way connected with Licensee's use of the licensed property.

8. SPECIAL TERMS: In addition to the provisions of this license agreement, the following special terms shall apply:

A. Public Liability and Property Damage Insurance. Licensee, at his sole expense, shall take out and maintain in the name of the Licensee and the City during the life of the agreement, such Public Liability Insurance, issued by an admitted insurer or insurers, as defined by the California Insurance Code, as shall protect himself, the City, its officials, officers, anyone directly or indirectly employed by either of them. This liability council, boards, commissions, employees and agents, any subcontractors, or

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 Licensee's, City's or subcontractor's operations, use of owned or non-owned 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.

- (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 bodily injuries, personal injuries and property 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 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) Unconditional notice of cancellation. Should the policy or policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the City.

B. Certificate of Insurance. Licensee shall complete and file, or cause to be completed and filed with the City Clerk ten (10) days prior to City Council approval of the license a certificate of insurance showing the coverages required in paragraph 8 of this agreement.

C. In consideration for granting of this license, licensee shall construct pavement within a portion of the license area for vehicular parking.

D. Licensee shall pay the cost of all utilities to the licensed premises during the term of this agreement.

CITY OF SAN LEANDRO,
a municipal corporation

By _____
L. E. RIORDAN, City Manager

Approved as to form:

Attest: _____
RICHARD H. WEST, City Clerk

STEVEN R. MEYERS, City Attorney

Licensee

EXHIBIT A

DESCRIPTION OF LICENSE AREA

Real property in the City of San Leandro, County of Alameda, State of California, being a portion of that certain parcel of land described in the deed from Pine & Co., a partnership, and Eugene Rene LeRoy, to the City of San Leandro, a municipal corporation, recorded October 3, 1956, in Book 8166, at page 307, Official Records of Alameda County, more particularly described as follows:

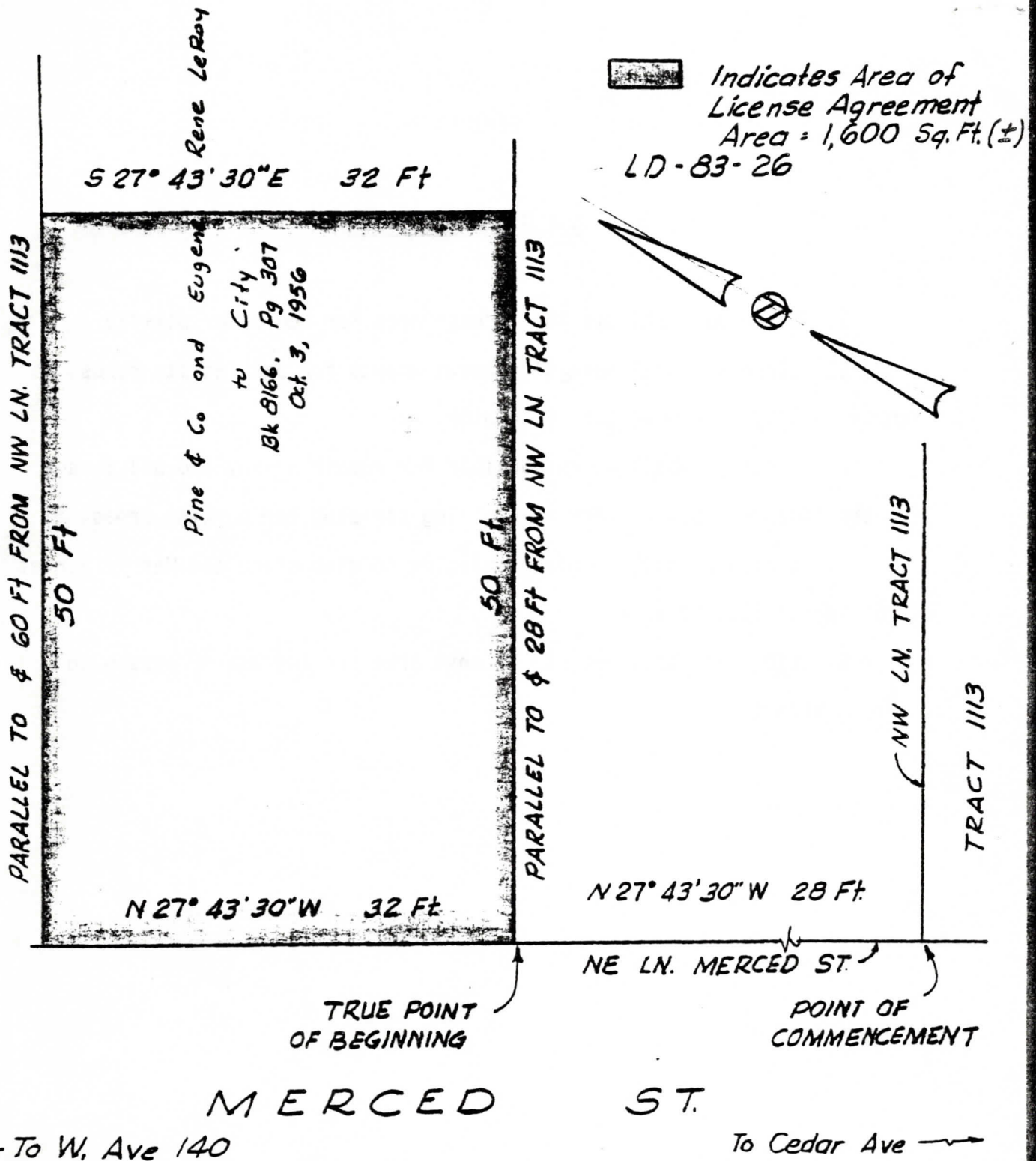
Commencing at the intersection of the northwestern boundary line of Tract 1113 with the northeastern line of Merced Street, as said boundary line and street are shown on the said Tract, filed May 21, 1952, in Book 33 of Maps, at pages 2 and 3, Records of Alameda County; thence along the northeastern line of Merced Street, as it existed on June 27, 1983, north $27^{\circ} 43' 30''$ west, 28 feet to the TRUE POINT OF BEGINNING; thence continuing along said line of Merced Street, north $27^{\circ} 43' 30''$ west, 32 feet to a line drawn parallel with and 60 feet northwesterly, measured at right angles, from the said northwestern boundary line of Tract 1113; thence northeasterly, along said parallel line, 50 feet; thence south $27^{\circ} 43' 30''$ east, 32 feet to a line drawn parallel with and 28 feet northwesterly, measured at right angles, from the said northwestern boundary line of Tract 1113; thence along last said parallel line, southwesterly, 50 feet to the True Point of Beginning.

The above described parcel of land contains an area of 1,600 square feet, more or less.

EXHIBIT B

USE OF LICENSE AREA

1. Licensee shall use the license area for vehicular parking.
2. Licensee shall meet City requirements for parking standards, as shown on City's Drawing 22A, Case 3102.
3. Licensee shall be responsible for repair of any and all damage to the license area, and for maintaining striping for parking areas.
4. Licensee shall maintain existing fencing along the Merced Street frontage of license area.
5. Licensee shall not use license area for ingress or egress to Merced Street.



PUBLIC WORKS DEPARTMENT — CITY OF SAN LEANDRO

NO.	DATE	REVISION

AREA OF
LICENSE AGREEMENT

Merced St U.A. Local 444
TTB-855-24

APPROVAL DATE _____
P. H. LONG — R.C.E. NO. 13170 PUBLIC WORKS DIRECTOR
CHECKED BY _____
DRAWN BY: <i>JA</i>
SCALE: 1" = 10'
DWG 880 CASE 1602

RESOLUTION ACCEPTING PROPOSAL FOR SALE OF SURPLUS
PROPERTY AND AUTHORIZING CONVEYANCE THEREOF
(ADJACENT TO 2960 MERCED STREET)

R E C I T A L S

The City Council of the City of San Leandro did on October 25, 1982, confirm the City Manager's recommendation to dispose of the property at Merced Street, LD-77-30, as described in Exhibit A and shown on Exhibit B, attached hereto.

Said City Council also directed that said property be disposed of by negotiated sale to the adjacent property owner(s), and not publicly bid.

NOW, THEREFORE, the City Council of the City of San Leandro does RESOLVE as follows:

That said City Council hereby accepts the offer of U.A. LOCAL 444, APPRENTICE TRAINING FUND BUILDING FOUNDATION, INC., to purchase the property described in Exhibit A for the sum of \$9,300.

That the City Manager is hereby authorized to execute all deeds necessary to effectuate the conveyance of the subject real property.

Introduced by Council Member Suchman and passed and adopted this 5th day of July, 1983, by the following called vote:

Members of the Council:

Ayes: Council Members Jardin, Karp, Landis, McGue, Soares, Suchman;
Mayor Gill (7)

Noes: None (0)

Absent: None (0)

ATTEST:

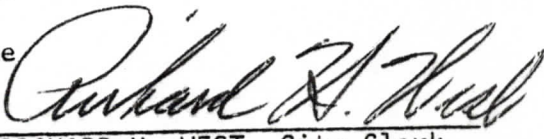

RICHARD H. WEST, City Clerk

EXHIBIT A

Real property in the City of San Leandro, County of Alameda, State of California, being a portion of that certain parcel described in the deed from Pine & Co., a partnership and Eugene Rene LeRoy, to the City of San Leandro, recorded October 3, 1956 in Book 8166, at Pages 307, 308 and 309, Alameda County Records; more particularly described as follows:

Commencing at the intersection of the northwest boundary line of Tract 1113, filed May 21, 1952, in Book 33 of Maps, at pages 2 and 3, Alameda County Records, with the northeast line of Merced Street, as said street is shown on said map; thence along said line of Merced Street north $27^{\circ} 43' 30''$ west, 28.00 feet, more or less, to a line drawn parallel to, and 28.00 feet northwesterly, measured at right angles, from the said line of Tract 1113; thence northeasterly along the said parallel line, 50.00 feet to the TRUE POINT OF BEGINNING; thence north $27^{\circ} 43' 30''$ west, 32.00 feet, more or less, to a line drawn parallel to, and 60.00 feet northwesterly, measured at right angles, from said line of Tract 1113; thence northeasterly along last said parallel line, 581.30 feet; thence south $27^{\circ} 43' 30''$ east, 32.00 feet, more or less, to a line drawn parallel to and 28.00 feet northwesterly, measured at right angles, from the said northwest line of Tract 1113; thence southwesterly along the last said parallel line, 581.30 feet to the TRUE POINT OF BEGINNING.

The above described parcel of land contains 18,602 square feet, more or less.

"EXCEPTING AND RESERVING THEREFROM the permanent easement and right at any time or from time to time, to construct, maintain, operate, replace, remove, and renew sanitary sewers and appurtenant structures in, upon, over and across the northwest 10.00 feet."

LD 77-30 Rev. 6/22/83
Dwg. 714, Case 1602
Merced St. near West Ave. 141st
Excess
City
77B-855-24

BY B.K. DATE 7/12/77
CHKD. BY JA DATE 7/12/77
REV. 6/21/83

PROJECT MERCED ST
NEAR W. AVE 141
EXCESS CITY
(77B-855-24)

SHEET NO. _____ OF _____

JOB NO. _____

MERCED ST.

N 27°43'30"W

Point of
CommencementPOINT OF
BEGINNING

CEDAR AVE.

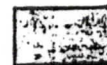
TRACT
1113

ACFC & WCD 561.30' R/W

581.30'

E. LEROY

1" = 100'



Indicates Parcel

Area = 18,602 ± SF.

LD-77-30

S 27°43'30"E

CITY OF S. LEANDRO ENGINEERING DIVISION

BY B.K. DATE 7/12/77 SUBJECT MERCED ST. SHEET NO. OF
 CHKD. BY JA DATE 7/12/77 NEAR W. AVE 141 JOB NO.
Rev. 6/21/83 EXCESS CITY
 (77B-855-24)

MERCED ST.

N 27° 43' 30" W

CEDAR AVE.

Point of
Commencement

POINT OF
BEGINNING

R/W

ACFC & WCD 581.30'

SEWER EASEMENT

581.30'

TRACT
1113

E. LEROY

1" = 100'



Indicates Parcel

Area = 18,602 ± SF
LD-77-30

SOLD

DATE RECORDED 9-27-85

BY INSTRUMENT NO. 83-201710

CITY CLERK FILE NO. 1-109

RECORDED COPY OF DEED
NOT IN CLERK'S OFFICE

S 27° 43' 30" E

DWG 714 CASE 1602