

001
1-084NO DOCUMENTARY TRANSFER DUE
R. H. WEST, CITY CLERK
CITY OF SAN LEANDRO

PRODUCTION PATTERN AND FOUNDRY COMPANY, 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:

That parcel of land in the City of San Leandro, County of Alameda, State of California, described as follows:

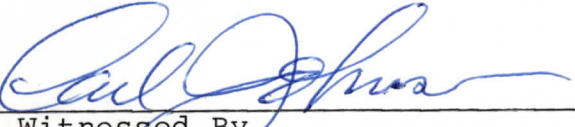
Commencing at the intersection of the northwestern line of Marina Boulevard, formerly First Avenue, and Wick's Landing Road, with the northeastern line of Alvarado Street; thence along said line of Marina Boulevard north 62° 00' east 309.17 feet, more or less, to a point distant thereon north 62° 00' east 95.33 feet from the northeastern line of the parcel of land described in Deed to Moris Fitzgerald, recorded June 22, 1867, in Book "Y" of Deeds, page 313, Alameda County Records, the last determined point being the TRUE POINT OF BEGINNING; thence continuing along said line of Marina Boulevard north 62° 00' east 70.00 feet; thence north 28° 00' west 7.96 feet to a point on a non-tangent curve, concave to the south and southeast, having a radius of 840 feet, (a radial line of said curve to said point bears north 20° 34' 27" west); thence along said curve westerly and southwesterly, through a central angle of 4° 47' 41", a distance of 70.29 feet to a point on a non-tangent line, (a radial line of said curve to said point bears north 25° 22' 08" west); thence south 28° 00' east 14.11 feet to the TRUE POINT OF BEGINNING.

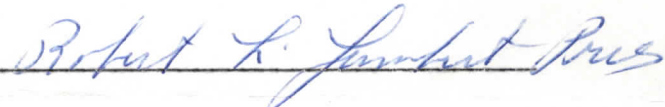
The above described parcel of land contains 807 square feet, more or less.

DATED: September 1, 1981

ASSESSOR'S NO. 75-105-13/1

PRODUCTION PATTERN AND FOUNDRY COMPANY,
a corporation

Witnessed By 

By 

ACKNOWLEDGEMENT

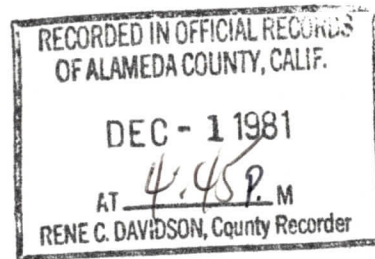
STATE OF _____)
COUNTY OF _____) ss.

On _____, 19____, before me, _____,
a Notary Public in and for the County of _____, State of California,
personally appeared _____, known to me to be the
_____ of the corporation that executed the within instrument
and acknowledged to me that such corporation executed the same.

NOTARY PUBLIC in and for said County
and State

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

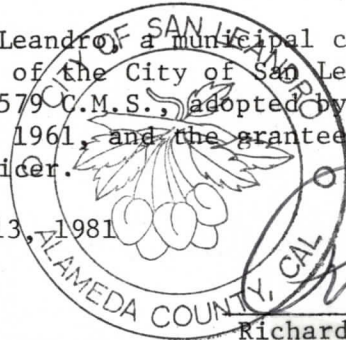
81-200601



This is to certify that the interest in real property conveyed by Deed or Grant,
dated September 1, 1981, from Production Pattern & Foundry 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 13, 1981



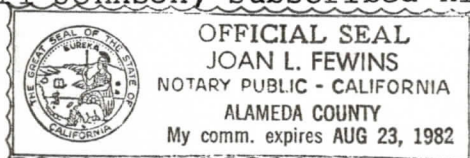
Richard H. West
Richard H. West
City Clerk of the City of San Leandro

81-200601

STATE OF CALIFORNIA) ss
County of Alameda)

81-200601

On this 18th day of September in the year One Thousand Nine
Hundred & Eighty-One before me, Joan L. Fewins, a notary public,
in and for said State personally appeared Carl Johnson, known to
be the same person whose name is subscribed to the within instrument
as a witness thereto, who being by me duly sworn, deposed and said
that he was present and saw Robert L. Lambert known to Carl Johnson
to be the President of the corporation that executed the within
instrument and also known to Carl Johnson to be the person who
executed it on behalf of such corporation and acknowledged to Carl
Johnson that such corporation executed the within instrument pursuant
to its By-Laws or a resolution of its Board of Directors and that
Carl Johnson, subscribed his name as a witness thereto.



Joan L. Fewins
Notary Public

PT-8008-12

OFFICE OF THE ATTORNEY GENERAL

WASHINGTON, D. C.

PT-8008-12

RECEIVED
JAN 10 1964
U.S. DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL
WASHINGTON, D. C.

U.S. DEPARTMENT OF JUSTICE

OFFICE OF THE ATTORNEY GENERAL

GRANT DEED

09/

PRODUCTION PATTERN AND FOUNDRY COMPANY, 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:

Real property in the City of San Leandro, County of Alameda, State of California, being a portion of Lot 22, Tract 663, filed October 1, 1943, in Book 8 of Maps, at Page 50, Alameda County Records, described as follows:

Beginning at the intersection of the northwestern line of Marina Boulevard, formerly West Avenue 132 and First Avenue, with the northeastern line of said Lot 22, as said avenue and lot are shown on said map; thence along the said line of Marina Boulevard, south 61° 54' 30" west, 42.77 feet to the southwestern line of said Lot 22; thence along last said line north 28° west, 15.00 feet to a line drawn parallel to said northwestern line of Marina Boulevard, and 15.00 feet, measured at right angles, northwesterly therefrom; thence along said parallel line, north 61° 54' 30" east, 42.77 feet to the said northeastern line of Lot 22; thence along last said line south 61° 54' 30" east, 15.00 feet to the Beginning.

The above described parcel of land contains 642 square feet, more or less.

DATED: September 1, 1981

ASSESSOR'S NO. 75-105-14

PRODUCTION PATTERN AND FOUNDRY COMPANY, a corporation

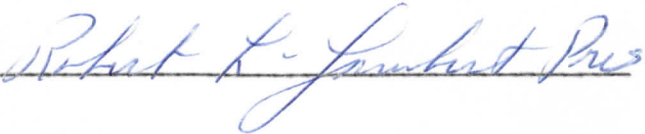


Witnesses By

ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) ss.

By



On _____, 19____, before me, _____,
a Notary Public in and for the County of _____, State of
California, personally appeared _____, known to me to be
the _____ of the corporation that executed the within instrument
and acknowledged to me that such corporation executed the same.

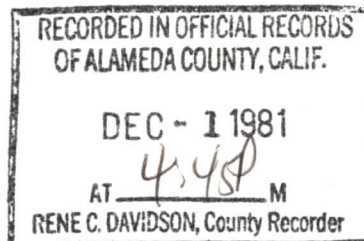
NOTARY PUBLIC in and for said County
and State

R. H. WEST, CITY CLERK
CITY OF SAN LEANDRO

NO DOCUMENTARY TRANSFER DUE

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

81-200602

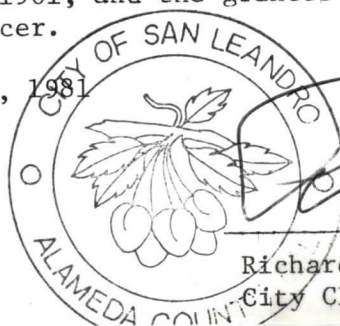


DH

This is to certify that the interest in real property conveyed by Deed or Grant, dated September 1, 1981, from Production Pattern & Foundry 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 13, 1981



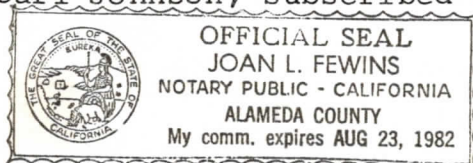
Richard H. West
Richard H. West
City Clerk of the City of San Leandro

81-200602

STATE OF CALIFORNIA) ss
County of Alameda)

81-200602

On this 18th day of September in the year One Thousand Nine Hundred & Eighty-One before me, Joan L. Fewins, a notary public, in and for said State personally appeared Carl Johnson, known to be the same person whose name is subscribed to the within instrument as a witness thereto, who being by me duly sworn, deposed and said that he was present and saw Robert L. Lambert known to Carl Johnson to be the President of the corporation that executed the within instrument and also known to Carl Johnson to be the person who executed it on behalf of such corporation and acknowledged to Carl Johnson that such corporation executed the within instrument pursuant to its By-Laws or a resolution of its Board of Directors and that Carl Johnson, subscribed his name as a witness thereto.



Joan L. Fewins
Notary Public

When Recorded Return To:

81-200603

013

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

CITY OF SAN LEANDRO, CALIFORNIA

Abstract of Public
Improvement Agreement
754 Marina Boulevard

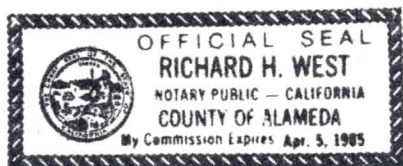
The Abstract of Public Improvement Agreement is executed concurrently with that certain Public Improvement Agreement, dated September 1, 1981 between the City of San Leandro, a municipal corporation (herein referred to as "City") and Production Pattern and Foundry Company (herein referred to as "Owners"), 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 Marina Boulevard
Plan Line widening adjacent to 754 Marina Boulevard.

In consideration for approval of the issuance of a building permit to construct
an additional building at 700 Marina Boulevard

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.

STATE OF CALIFORNIA

COUNTY OF Alameda



On this 15th day of October in the year one thousand nine hundred and eighty-one, before me, Richard H. West, a Notary Public, State of California, duly commissioned and sworn, personally appeared P. H. Long

known to me to be the Public Works Director of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the State of California County of Alameda the day and year in this certificate first above written.

Notary Public, State of California

My commission expires 5 April 1985

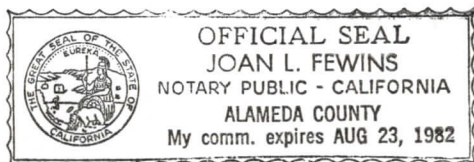
This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The publisher does not make any warranty, either express or implied, as to the legal validity of any provision or the suitability of these forms in any specific transaction.

Cowdery's Form No. 28 — Acknowledgement
Corporation (C. C. Secs. 1190-1190.1)

STATE OF CALIFORNIA) ss
County of Alameda)

81-200603

On this 14th day of October in the year One Thousand Nine Hundred & Eighty-One before me, Joan L. Fewins, a Notary Public, in and for said State personally appeared Carl Johnson, known to be the same person whose name is subscribed to the within instrument as a witness thereto, who being by me duly sworn, deposed and said that he was present and saw Robert L. Lambert known to Carl Johnson to be the President of the corporation that executed the within instrument and also known to Carl Johnson to be the person who executed it on behalf of such corporation and acknowledged to Carl Johnson that such corporation executed the within instrument pursuant to its By-Laws or a resolution of its Board of Directors and that Carl Johnson, subscribed his name as a witness thereto.



Joan L. Fewins
Notary Public

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

CITY OF SAN LEANDRO, a
municipal corporation

By *R. Long*
Public Works Director

Attest:

Richard A. Kuel
City Clerk
Date: *October 15, 1981*
ALAMEDA COUNTY

Carl Johnson
Witness

(Appropriate Acknowledgements)

x *Robert L. Jantant*
Owner

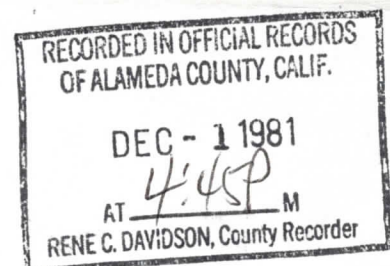
PRODUCTION PATTERN AND FOUNDRY COMPANY
700 MARINA BOULEVARD
SAN LEANDRO, CALIFORNIA 94577

EXHIBIT A

Real property in the City of San Leandro, County of Alameda, State of California, being a portion of Lot 22, Tract 663, filed October 1, 1943, in Book 8 of Maps, at Page 50, Alameda County Records, described as follows:

Beginning at the intersection of the northwestern line of Marina Boulevard, formerly West Avenue 132 and First Avenue, with the northeastern line of said Lot 22, as said avenue and lot are shown on said map; thence along the said line of Marina Boulevard, south $61^{\circ} 54' 30''$ west, 42.77 feet to the southwestern line of said Lot 22; thence along last said line north 28° west, 15.00 feet to a line drawn parallel to said northwestern line of Marina Boulevard, and 15.00 feet, measured at right angles, northwesterly therefrom; thence along said parallel line, north $61^{\circ} 54' 30''$ east, 42.77 feet to the said northeastern line of Lot 22; thence along last said line south $61^{\circ} 54' 30''$ east, 15.00 feet to the Beginning.

The above described parcel of land contains 642 square feet, more or less.



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 Production Pattern and Foundry
Company to the City of San Leandro - APN 75-105-13/1

Grant Deed from Production Pattern and Foundry
Company to the City of San Leandro - APN 75-105-14

Abstract of Public Improvement Agreement - 754
Marina Boulevard

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, CMC
City Clerk

ob
encl. - as noted



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



Office of City Clerk 415-577-3366

13 November 1981

Ray Switzer
Production Pattern and Foundry Company
700 Marina Boulevard
San Leandro, California 94577

Dear Mr. Switzer:

Enclosed herewith for your file are copies of City of
San Leandro Standard Public Improvement Agreements for
700 and 754 Marina Boulevard.

Very truly yours,

Richard H. West

Richard H. West, CMC
City Clerk

ob
encl. - as noted



MEMORANDUM
City of San Leandro
Public Works Department

CITY OF SAN LEANDRO
NOV 9 1981
CITY CLERK'S OFFICE

Nov. 6
~~October 16~~, 1981

To: City Clerk via Phil Long, Public Works Director *PL*
From: John Nelson, Assistant Engineer *JN*
Subj: Property Dedication and Public Improvement Obligations
700 & 754 Marina Blvd.

Production Pattern and Foundry Co. is required to dedicate property and is obligated for Plan Line Widening in front of 700 and 754 Marina Blvd., as a condition of receipt of a building permit issued for 700 Marina Blvd. Required documents to accomplish this are attached. Please handle them as follows:

1. File October 13, 1981 memo with Mike Riback's comments.
2. File the Certificate of Insurance (one extra copy attached).
3. File Partial Reconveyance (one extra copy attached).
4. Record one copy each of the two Grant Deeds and let us know what the final Recorder's number and City Clerk's file number are. (There is one extra copy of each deed.)
5. File the Bonds.
6. File one copy each of the Std. Public Improvement Agreement for 700 Marina Blvd. and for 754 Marina Blvd. and send one copy to:

Ray Switzer
Production Pattern and Foundry Co.
700 Marina Blvd.
San Leandro, CA 94577
7. Record the Abstract of Public Improvement Agreement (one extra copy attached).

JN/alc
Attach.

MEMORANDUM

City of San Leandro
Public Works Department

CITY ATTORNEY'S OFFICE

OCT 13 1981

CITY OF SAN LEANDRO
CITY ATTORNEY'S OFFICE

OCT 12 1981

CITY OF SAN LEANDRO

October 13, 1981

To: Mike Riback, Chief Asst. City Attorney
From: John Nelson, Assistant Engineer
Subj: Agreements, Bonds, etc. - 700 & 754 Marina Blvd.

The attached agreements, etc., are for Plan Line widenings at 700 and 754 Marina Blvd. All documents are included except insurance forms which will be here soon. I would appreciate your quick review of these documents so we can let Production Pattern Foundry proceed with their plans.

If you have any questions, I'll be happy to stop by on a moment's plus one minutes notice.

JN/alc
Attach.

10/14/81

John-

Insurance is satisfactory as to form.

So are bank, improvement agreements, and abstracts. One question - on 700 Marina, I assume developer is to deposit \$7,500⁰⁰ prior to issuance of building permit; the agreement doesn't state.

MSL

To File

We received \$7,500 ^w 10/13/81.

J. Nelson

SAN LEANDRO PERFORMANCE BOND - PUBLIC WORK
BOND NO. 9485125

The Premium for this Bond is
\$ 115.00 for the term of 1 yr.

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Production Pattern and Foundry Company
as Principal, and Fidelity and Deposit Company of Maryland

and duly authorized under the laws of the State of Maryland 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 Five Thousand Seven Hundred Fifty and no/100's-----

Dollars (\$5,750.00),
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 1, 1981,
with the said Obligee to do and perform the following work, to-wit:

Construct all public improvements adjacent to 754 Marina Boulevard
to conform to the Marina Boulevard Plan Line. Work includes curb,
gutter, sidewalk and paving.

as is more specifically set forth in said contract, to which contract re-
ference 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 require-
ments 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 22nd day of September, 1981

Production Pattern and Foundry Company

Principal

By: Fidelity and Deposit Company of Maryland
A. Grant Kasson Jr.: Attorney-In-Fact

Attach Acknowledgment here:

X

Approved as to form:

mm
City Atty.

STATE OF CALIFORNIA }
COUNTY OF San Francisco } ss:

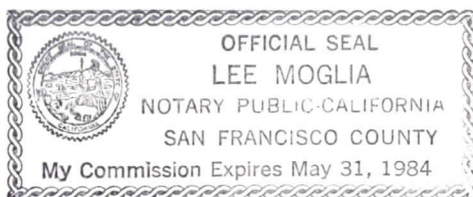
On this 22nd day of September, 1981, before me

LEE MOGLIA

_____, a Notary Public, in and for the County and State
A. Grant Kasson Jr.

aforesaid, duly commissioned and sworn, personally appeared _____

known to me to be the person whose name is subscribed to the foregoing instrument as the Attorney-in-Fact of the Fidelity and Deposit Company of Maryland, and acknowledged to me that he subscribed the name of the Fidelity and Deposit Company of Maryland thereto and his own name as Attorney-in-Fact.



Lee Moglia
Notary Public in and for the State of California,

County of San Francisco

BR (16) 15

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

SEC. 2. The President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto.

does hereby nominate, constitute and appoint A. Grant Kasson, Jr. of San Francisco, California.

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 25th day of July, A.D. 1979.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



ATTEST:

C. W. Robbins
Assistant Secretary

By C. M. Pecot, Jr.
Vice-President

STATE OF MARYLAND } ss:
CITY OF BALTIMORE }

On this 25th day of July, A.D. 19 79, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.



Carol J. Fader
Notary Public Commission Expires July 1, 1982

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 22nd day of September, 1981.

[Signature]
Assistant Secretary

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

BOND NO. 9485125

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Production Pattern and Foundry Company

as Principal, and Fidelity and Deposit Company of Maryland

and duly authorized to execute bonds and undertakings under the laws of the State of Maryland 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 Five Thousand Seven Hundred Fifty and no/100's-----

Dollars, (\$5,750.00),

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 1, 1981, with the CITY OF SAN LEANDRO, a municipal corporation,

to do the following work, to-wit: Construct all public improvements adjacent to 754 Marina Boulevard to conform to the Marina Boulevard Plan Line. Work includes curbs, gutter, sidewalk and paving.

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

day of

, 19 ,

Production Pattern and Foundry Company

Principal

By: Fidelity and Deposit Company of Maryland
A. Grant Kasson Jr. Attorney-In-Fact

X

Attach Acknowledgement here

Approved as to form:

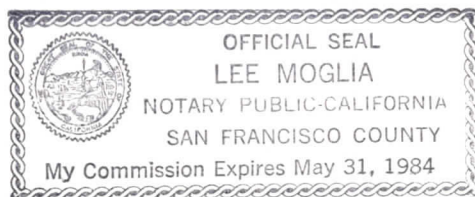
City Attorney

STATE OF CALIFORNIA
COUNTY OF San Francisco } ss:

On this 22nd day of September, 1981, before me

LEE MOGLIA, a Notary Public, in and for the County and State

aforesaid, duly commissioned and sworn, personally appeared A. Grant Kasson Jr.
known to me to be the person whose name is subscribed to the foregoing instrument as the Attorney-in-Fact of the Fidelity and Deposit Company of Maryland, and acknowledged to me that he subscribed the name of the Fidelity and Deposit Company of Maryland thereto and his own name as Attorney-in-Fact.



Lee Moglia
Notary Public in and for the State of California,
County of San Francisco

BR (16) 15

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

SEC. 2. The President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto.

does hereby nominate, constitute and appoint A. Grant Kasson, Jr. of San Francisco, California,

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 25th day of July, A.D. 1979.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



ATTEST:

C. W. Robbins
Assistant Secretary

By

C. M. Pecot, Jr.
Vice-President

STATE OF MARYLAND }
CITY OF BALTIMORE } ss:

On this 25th day of July, A.D. 19 79, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.



Carol J. Fader
Notary Public Commission Expires July 1, 1982

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 22nd day of September, 19 81

[Signature]
Assistant Secretary

Order No. PR 21015

Escrow or Loan No.

RECORDING REQUESTED BY

When Recorded Mail To:
Pattern & Foundry Co
700 Marina Blvd.
San Leandro, CA 94577

Recorded 10/13/81

Recorders
Series 81-172782

SPACE ABOVE THIS LINE FOR RECORDER'S USE

PARTIAL RECONVEYANCE

FIRST AMERICAN TITLE INSURANCE COMPANY, a Corporation, Trustee under the Deed of Trust executed by
Production Pattern & Foundry Co., a California corporation

Trustor, and recorded November 14, 1980 as Document No. 80-202457 in Book

page of Official Records in the Office of the County Recorder of Alameda
County, California, having been requested in writing by the holder of the obligation secured by said Deed of Trust,
to reconvey a portion of the estate granted to Trustee under said Deed of Trust, does hereby reconvey unto the
person or persons legally entitled thereto, without warranty, all the estate, title and interest acquired by Trustee
under said Deed of Trust in and to that portion of the property described as follows:

City of San Leandro, County of Alameda, State of California, described as:

See Exhibit "A" attached

The remaining property described in said Deed of Trust shall continue to be held by said Trustee under the terms
thereof. As provided in said Deed of Trust this Partial Reconveyance is made without affecting the personal liability of
any person or the corporate liability of any corporation for the payment of the indebtedness mentioned as secured
thereby or the unpaid portion thereof, nor shall it affect any rights or obligations of any of the parties to said Deed of
Trust.

IN WITNESS WHEREOF, said FIRST AMERICAN TITLE INSURANCE COMPANY, Trustee, has caused its corporate
name and seal to be hereto affixed by its Assistant Secretary, thereunto duly authorized.

Dated: October 12, 1981

FIRST AMERICAN TITLE INSURANCE COMPANY

STATE OF CALIFORNIA
COUNTY OF
Alameda

ss.

By

John J. Cabral,

Assistant Secretary

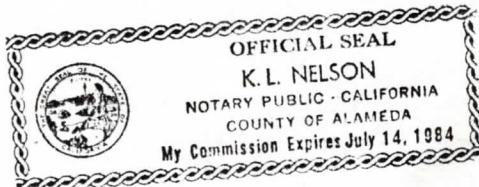
On October 12, 1981
before me, the undersigned, a Notary Public in and for said
State, personally appeared John J. Cabral

known to me to be the Assistant Secretary of the corporation
that executed the within instrument, and known to me to be
the person who executed the within instrument on behalf of
the corporation therein named, and acknowledged to me that
such corporation executed the same, as such Trustee.

WITNESS my hand and official seal.

Signature

Name (Typed or Printed)



(This area for official notarial seal)

REEL

IMAGE

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 **194197**

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):

75-105-13-1 WOP (1981-82)

700-754 Marina Blvd

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 ~~xxxxxx~~ 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.

CITY OF SAN LEANDRO

AUG 6 1982

CITY CLERK'S OFFICE

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 AUG - 3 1982

ATTEST: _____

WILLIAM MEHRWEIN, CLERK OF
THE BOARD OF SUPERVISORS

BY: Super Luz B. Fortuna

CITY OF SAN LEANDRO

AUG 11 1982

CITY CLERK'S OFFICE

EXHIBIT "A"

property described in the deed of trust, situated in the 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 Lot 22, Tract 663, filed October 1, 1943, in Book 8 of Maps, at Page 50, Alameda County Records, described as follows:

Beginning at the intersection of the northwestern line of Marina Boulevard, formerly West Avenue 132 and First Avenue, with the northeastern line of said Lot 22, as said avenue and lot are shown on said map; thence along the said line of Marina Boulevard, south $61^{\circ} 54' 30''$ west, 42.77 feet to the southwestern line of said Lot 22; thence along last said line north 28° west, 15.00 feet to a line drawn parallel to said northwestern line of Marina Boulevard, and 15.00 feet, measured at right angles, northwesterly therefrom; thence along said parallel line, north $61^{\circ} 54' 30''$ east, 42.77 feet to the said northeastern line of Lot 22; thence along last said line south $61^{\circ} 54' 30''$ east, 15.00 feet to the Beginning.

The above described parcel of land contains 642 square feet, more or less.

That parcel of land in the City of San Leandro, County of Alameda, State of California, described as follows:

Commencing at the intersection of the northwestern line of Marina Boulevard, formerly First Avenue, and Wick's Landing Road, with the northeastern line of Alvarado Street; thence along said line of Marina Boulevard north $62^{\circ} 00'$ east 309.17 feet, more or less, to a point distant thereon north $62^{\circ} 00'$ east 95.33 feet from the northeastern line of the parcel of land described in Deed to Moris Fitzgerald, recorded June 22, 1867, in Book "Y" of Deeds, page 313, Alameda County Records, the last determined point being the TRUE POINT OF BEGINNING; thence continuing along said line of Marina Boulevard north $62^{\circ} 00'$ east 70.00 feet; thence north $28^{\circ} 00'$ west 7.96 feet to a point on a non-tangent curve, concave to the south and southeast, having a radius of 840 feet, (a radial line of said curve to said point bears north $20^{\circ} 34' 27''$ west); thence along said curve westerly and southwesterly, through a central angle of $4^{\circ} 47' 41''$, a distance of 70.29 feet to a point on a non-tangent line, (a radial line of said curve to said point bears north $25^{\circ} 22' 08''$ west); thence south $28^{\circ} 00'$ east 14.11 feet to the TRUE POINT OF BEGINNING.

The above described parcel of land contains 807 square feet, more or less.

CITY OF SAN LEANDRO STANDARD PUBLIC IMPROVEMENT AGREEMENT
700 MARINA BOULEVARD

THIS AGREEMENT entered into on September 1, 1981 by and between the CITY OF SAN LEANDRO, a municipal corporation, hereinafter referred to as City, and PRODUCTION PATTERN AND FOUNDRY COMPANY, hereinafter referred to as Owner.

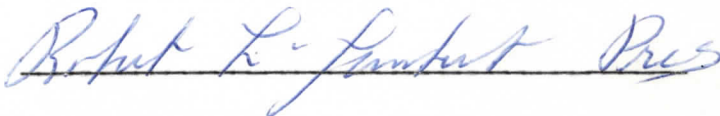
It is mutually agreed as follows:

1. Construction of Public Improvements. In consideration of the granting of certain entitlements of use described as follows: Issuance of a building permit to construct an additional building at 700 Marina Blvd. and the ultimate acceptance by the City of the property described in Exhibit B herein (if applicable) Owner agrees to deposit with the City the following sum \$7,500.00, which the parties agree, satisfies Owner's obligation to construct public improvements in the area shown on the attached document, marked Exhibit A, incorporated herein by reference, and further identified as Marina Boulevard Plan Line widening requirements adjacent to 700 Marina Boulevard. Said improvements shall include curb, gutter, sidewalk, street pavement and all other improvements required by the Director of the Department of Public Works based upon the standards imposed by Title 7, 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 Commencement. Construction of said improvements shall commence at such time as the Director of the Department of Public Works, at his sole discretion deems it appropriate; provided, however, if the City commences construction of said improvements prior to September 1, 1982 City shall return to owner that portion, if any, of above deposit which exceeds the prorated share of the project costs attributable to the frontage of 700 Marina Boulevard.

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 completion of said improvements by the City.

4. 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.

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

 Pres

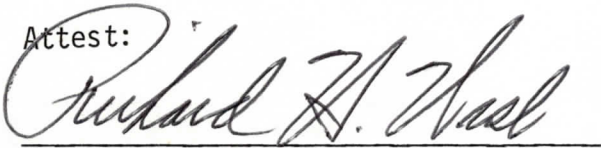
PRODUCTION PATTERN AND FOUNDRY COMPANY
700 MARINA BOULEVARD
OWNER SAN LEANDRO, CALIFORNIA 94577

CITY OF SAN LEANDRO, a municipal
corporation

By


Public Works Director

Attest:


City Clerk

Approved as to Form:


City Attorney

EXHIBIT B

That parcel of land in the City of San Leandro, County of Alameda, State of California, described as follows:

Commencing at the intersection of the northwestern line of Marina Boulevard, formerly First Avenue, and Wick's Landing Road, with the northeastern line of Alvarado Street; thence along said line of Marina Boulevard north $62^{\circ} 00'$ east 309.17 feet, more or less, to a point distant thereon north $62^{\circ} 00'$ east 95.33 feet from the northeastern line of the parcel of land described in Deed to Moris Fitzgerald, recorded June 22, 1867, in Book "Y" of Deeds, page 313, Alameda County Records, the last determined point being the TRUE POINT OF BEGINNING; thence continuing along said line of Marina Boulevard north $62^{\circ} 00'$ east 70.00 feet; thence north $28^{\circ} 00'$ west 7.96 feet to a point on a non-tangent curve, concave to the south and southeast, having a radius of 840 feet, (a radial line of said curve to said point bears north $20^{\circ} 34' 27''$ west); thence along said curve westerly and southwesterly, through a central angle of $4^{\circ} 47' 41''$, a distance of 70.29 feet to a point on a non-tangent line, (a radial line of said curve to said point bears north $25^{\circ} 22' 08''$ west); thence south $28^{\circ} 00'$ east 14.11 feet to the TRUE POINT OF BEGINNING.

The above described parcel of land contains 807 square feet, more or less.

CITY OF SAN LEANDRO STANDARD PUBLIC IMPROVEMENT AGREEMENT
754 MARINA BOULEVARD

THIS AGREEMENT entered into on September 1, 1981
by and between the CITY OF SAN LEANDRO, a municipal corporation, hereinafter
referred to as City, and Production Pattern and Foundry Company,
hereinafter referred to as Owner.

In consideration of the granting of certain entitlements of use described as
follows: Issuance of a building permit to construct an additional
building at 700 Marina Boulevard
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 Marina Boulevard Plan
Line widening requirements adjacent to 754 Marina Boulevard.
Said improvements shall include curb, gutter, sidewalk, street pavement

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 12 months 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 12-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 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

Five Thousand Seven Hundred Fifty

(\$ 5,750.00

)

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 Five Thousand Seven Hundred Fifty

(\$ 5,750.00

),

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.



PRODUCTION PATTERN AND FOUNDRY COMPANY
700 MARINA BOULEVARD
SAN LEANDRO, CALIFORNIA 94577

OWNER

CITY OF SAN LEANDRO, a municipal corporation

By 
Public Works Director

Attest:



City Clerk

Approved as to Form:



City Attorney

EXHIBIT B

Real property in the City of San Leandro, County of Alameda, State of California, being a portion of Lot 22, Tract 663, filed October 1, 1943, in Book 8 of Maps, at Page 50, Alameda County Records, described as follows:

Beginning at the intersection of the northwestern line of Marina Boulevard, formerly West Avenue 132 and First Avenue, with the northeastern line of said Lot 22, as said avenue and lot are shown on said map; thence along the said line of Marina Boulevard, south $61^{\circ} 54' 30''$ west, 42.77 feet to the southwestern line of said Lot 22; thence along last said line north 28° west, 15.00 feet to a line drawn parallel to said northwestern line of Marina Boulevard, and 15.00 feet, measured at right angles, northwesterly therefrom; thence along said parallel line, north $61^{\circ} 54' 30''$ east, 42.77 feet to the said northeastern line of Lot 22; thence along last said line south $61^{\circ} 54' 30''$ east, 15.00 feet to the Beginning.

The above described parcel of land contains 642 square feet, more or less.