

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

ALSO ASSIGNED
LEASE
AUDIT NO. 187666
RELMIS: D-16.7-N(N)

DEED
AUDIT NO. 59740

C.S.7362

APPROVED AS TO FORM BY GENERAL COUNSEL

MARCH 15, 1979

DOCUMENTARY TRANSFER DUE

R. H. West

STREET OR HIGHWAY EASEMENT

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

This Indenture, made this 2nd day of July, 1979, by and between
SOUTHERN PACIFIC TRANSPORTATION COMPANY,
a Delaware corporation, herein called "Railroad", and

CITY OF SAN LEANDRO, a municipal corporation of the State of California,
address: City Hall, 835 East 14th Street, San Leandro, CA/94577, herein called "Grantee";

Witnesseth:

1. That Railroad hereby grants to Grantee the right to construct, reconstruct, maintain and use a street or highway, hereinafter termed "highway", upon and across the real property described on the attached Exhibit "A".

2. The rights herein granted are expressly limited vertically and shall not extend beyond a plane parallel with and twenty (20) feet above the roadway surface of the highway as originally constructed, except that lighting fixtures and similar highway appurtenances may extend above said plane, provided that any such facilities will be removed or rearranged within thirty (30) days after notification from Railroad that such facilities interfere with Railroad's intended use of the space above said plane.

3. This grant is subject and subordinate to the prior right of Railroad, its successors and assigns, to use all the property described in the performance of its duty as a common carrier, and there is reserved unto Railroad, its successors and assigns, the right to construct, reconstruct, maintain, use and remove existing and future transportation, communication, power and pipeline facilities in, upon, over, under, across or along said property. In the event Railroad trackage facilities are removed from said property, Railroad shall not be obligated to make any change in the grade of said highway, nor shall such removal affect Railroad's title to the underlying property.

This grant is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect said property, and the word "grant" shall not be construed as a covenant against the existence thereof.

4. The rights herein granted shall lapse and become void if the construction or reconstruction of said highway is not commenced within two (2) years from the date first herein written.

5. This grant shall not be construed as conveying or otherwise vesting in Grantee the right to install or to authorize the installation of any ditches, pipes, drains, sewer or underground structures, or the facilities of any telegraph, telephone or electric power lines in, upon, over, under, across or along said property, except as necessary for maintenance of said highway.

6. Grantee shall obtain any necessary governmental authority to construct, reconstruct, maintain and use said highway. Any contractor performing work on the property herein described shall execute Railroad's standard form of contractor's agreement prior to commencing any work on Railroad's premises.

7. Except as herein otherwise provided, Grantee shall bear the entire expense of constructing, reconstructing and maintaining said highway. The crossing of said highway over any tracks of Railroad shall be constructed and maintained at the grade of said tracks now or hereafter existing. After the construction or reconstruction of said highway has been completed, Railroad shall maintain the surface of that portion of said highway between lines two (2) feet outside the rails of each track located thereon. Should Railroad abandon tracks leading to said highway, Railroad may abandon its rails, ties and appurtenant materials and leave same in place. In such event, Railroad shall not be liable for maintenance of the portion of said highway specified above.

8. As part consideration herefor, Grantee agrees to pay Railroad an amount equal to all assessments levied by any lawful body against the property of Railroad to defray any part of the expense incurred in connection with the construction or reconstruction of said highway commenced within two (2) years from the date first herein written.

9. Should Grantee at any time abandon the use of said property or any part thereof, or fail to use the same for said purpose for a continuous period of one (1) year, the rights granted shall cease to the extent of the use so abandoned or discontinued, and Railroad shall at once have the right, in addition to but not in qualification of the rights hereinabove reserved, to resume exclusive possession of said property or the part thereof the use of which is so discontinued or abandoned. Upon termination of the rights hereby granted, Grantee agrees to remove said highway, including the paving, from said property of Railroad, to restore said property as nearly as practicable to the same state and condition in which it existed prior to construction of said highway, and to bear the expense thereof. Should Grantee in such event fail, neglect or refuse to so remove said highway and restore said property, such removal and restoration may be performed by Railroad at the expense of Grantee, which expense Grantee agrees to pay to Railroad upon demand.

10. This indenture shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

11. Sections 12 to 17, inclusive, on the attached insert, are hereby made parts of this indenture.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate as of the day and year first herein written.

SOUTHERN PACIFIC TRANSPORTATION COMPANY

CITY OF SAN LEANDRO,

By *W. J. Donald*
(Title) Assistant Manager
Contract Dept.

By *Joseph A. Arch*
Finance Director

Attest: *R. F. Ormell*
Assistant Secretary

By *Richard H. West*
Richard H. West City Clerk

IN THE CITY COUNCIL OF THE CITY OF SAN LEANDRO

1-037

RESOLUTION NO. 79 - 174

RESOLUTION APPROVING AGREEMENT
(Southern Pacific Transportation Company)

Recitals

An agreement between the City of San Leandro and the Southern Pacific Transportation Company, 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 execution of said agreement.

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

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

Introduced by Council Member Landis and passed and adopted this 2nd day of July, 1979, by the following called vote:

Members of the Council:

Ayes: Council Members Frazier, Landis, McGue, Seymon, Soares; Mayor Gill (6)

Noes: None (0)

Absent: Council Member Klehs (1)

Attest:

Richard H. West, City Clerk

RECORDED IN OFFICIAL RECORDS
OF ALAMEDA COUNTY, CALIF.
JUN 17 1980
AT 4:45 P M
RENE C. DAVIDSON, County Recorder

6/25/79/v

The foregoing Resolution No. 79-174 is a true and correct copy of a Resolution passed this 2nd day of July, 1979, by the City Council of the City of San Leandro.

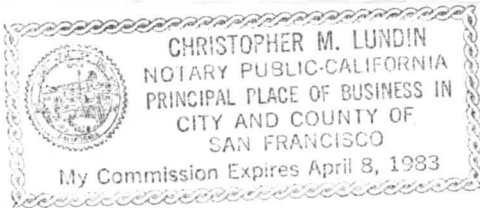
Richard H. West, City Clerk of the City of San Leandro

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

STATE OF CALIFORNIA)
City and County of San Francisco)

On this 31st day of July in the year
One Thousand Nine Hundred and ~~Seventy-nine~~, before me,
CHRISTOPHER M. LUNDIN (One Market Plaza), a Notary Public in and
for the City and County of San Francisco, State of California,
personally appeared W. J. Honold, known to me to be the Assistant
Manager, Contract Department, of the corporation _____
described in and that executed the within instrument, and also
known to me to be the person who executed it on behalf of the
corporation _____ therein named and he acknowledged
to me that such corporation _____ executed the same.

IN WITNESS WHEREOF, I have
hereunto set my hand and
affixed my official seal at my
office in the City and County
of San Francisco, the day and
year in this certificate first
above written.



Christopher M. Lundin
Notary Public in and for the
City and County of San Francisco,
State of California.

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) ss.

On this 9th day of July,

in the year one thousand nine hundred and seventy-nine,
before me, Richard H. West, a Notary Public, State of
California, duly commissioned and sworn, personally
appeared J. J. Jermanis, Jr.,

known to me to be the Assistant Finance 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 County of Alameda
the day and year in this certificate first above written.



Richard H. West

Richard H. West, Notary Public, State of California
My Commission Expires February 1, 1981

I N S E R THalcyon Drive, Crossing D-16.7,
City of San Leandro

12. The print of Drawing E-1843, revised January 11, 1979, is attached and made a part hereof.

13. Warning devices shall be installed at said highway under separate agreement between Railroad and the State of California, Department of Transportation.

14. Railroad shall furnish all necessary labor, materials, tools and equipment and shall perform the following work:

- (a) Remove existing main line crossing in track area, raise the tracks and install timber planking along the rails of the main track through the existing portion of the crossing.
- (b) Remove existing side track "A" crossing in track area, raise tracks and install paving along the rails of the tracks of the siding through the existing portion of the crossing.
- (c) Remove existing side track "B" crossing in track area, raise the track, and install timber planking along rails of the main track through the existing portion of the crossing.
- (d) Raise track, including approaches, to accommodate street grade, and install timber planking along the rails of the main track and side track "B" through the widened portions of the crossing.
- (e) Raise track, including approaches, to accommodate street grade on side track "A."
- (f) Adjust Railroad's overhead communication wires, poles, guy wires and appurtenances as necessary to provide proper clearance for the widened roadway.
- (g) Remove and replace turnout.

Grantee agrees to reimburse Railroad for one hundred percent (100%) of the cost and expense incurred by Railroad in furnishing materials and performing work specified in items (a) through (f) above.

Railroad, at its expense, shall perform the work specified in item (g) above.

15. Following execution of this instrument, Railroad will order the delivery of all materials required to perform the work contemplated herein and shall submit to Grantee a bill for eighty percent (80%) of Grantee's share of the estimated cost of materials to be furnished by Railroad. As soon as the crossing surface has been placed in operation, Railroad shall submit to Grantee bills for eighty percent (80%) of Grantee's share of the estimated cost of applicable labor furnished by Railroad. Following completion of audit, Railroad shall submit to Grantee a final bill for the actual total cost of the work performed by Railroad, less the progress payments made by Grantee hereunder. Grantee shall pay all of such bills promptly.

In the event progress payments made by Grantee exceed the audited total final cost, the difference shall be promptly refunded to Grantee by Railroad.

16. Grantee, at its expense, shall furnish and install necessary paving, including paving in the widened portions of the crossing area, together with all curbs, gutters, sidewalks, raised center median islands and other street facilities.

17. The work to be performed by Railroad hereunder shall be commenced as soon as labor and materials are available, following execution of this instrument, and shall be completed within one (1) year thereafter.

In the event Railroad is unable to complete the work to be performed by Railroad hereunder concurrently with Grantee's highway construction, Grantee, at its expense, shall furnish, properly install and maintain such barricade, warning lights or other implements or devices as are necessary and appropriate to guide and channel highway traffic safely over the existing railroad crossing until such time as work to be performed is completed.

*

*

FMY
1/22/77Halcyon Drive, Crossing D-16.7**EXHIBIT A**PARCEL 2

Real property in the City of San Leandro, County of Alameda, State of California, being a portion of the parcel of land described in the deed from Edward Holland to the Western Pacific Railroad Company, recorded October 12, 1869, in Book 49, at Page 121, Alameda County Records, and being further described as follows:

Commencing at the intersection of the south line of Halcyon Drive, formerly Holland Avenue (56 feet wide), as said street is shown on the map of Estudillo Park, filed January 31, 1911 in Map Book 26, at Page 7, Alameda County Records, with the northeast line of the said parcel from Holland to Western Pacific; thence along the last said line south $42^{\circ}22'$ east 18.95 feet to the most easterly corner of the easement from Southern Pacific Company to the City of San Leandro recorded March 16, 1964, on Reel 1150 at Images 264 through 270, Alameda County Records, said corner being the TRUE POINT OF BEGINNING; thence continuing along the said northeast line of the parcel from Holland to Western Pacific, south $42^{\circ}22'$ east, 29.78 feet to a line drawn parallel with and 36.00 feet southerly, measured at right angles, from the said south line of Halcyon Drive; thence along said parallel line West 135.35 feet to the southwest line of the said parcel from Holland to Western Pacific; thence along the last said line north $42^{\circ}22'$ west 26.14 feet to a non-tangent curve, concave to the south, having a radius of 292 feet, said non-tangent curve being the south line of the said easement from Southern Pacific to the City of San Leandro; thence easterly along the said non-tangent curve, through a central angle of $7^{\circ}47'16''$, a distance of 39.69 feet to a tangent line; thence along the said tangent line East 93.33 feet to the TRUE POINT OF BEGINNING.

The above described parcel of land contains 2,939 square feet, more or less.

PARCEL 2:

Street or highway easement.

RESOLUTION NO. 79 - 174

RESOLUTION APPROVING AGREEMENT
(Southern Pacific Transportation Company)

Recitals

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The City Council is familiar with the contents thereof.

The City Manager has recommended the execution of said agreement.

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

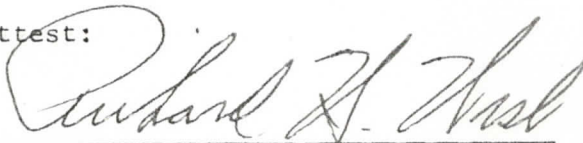
That said agreement is hereby approved and execution thereof is hereby authorized.

Introduced by Council Member Landis and passed and adopted this 2nd day of July, 1979, by the following called vote:

Members of the Council:


Ayes:	Council Members Frazier, Landis, McGue, Seymon, Soares; Mayor Gill	(6)
Noes:	None	(0)
Absent:	Council Member Klehs	(1)

Attest:


Richard H. West, City Clerk

6/25/79/v

The foregoing Resolution No. 79-174
is a true and correct copy of a Resolution passed this
2nd day of July, 1979
by the City Council of the City of San Leandro.


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

1-037

Southern Pacific Transportation Company

Southern Pacific Building • One Market Plaza • San Francisco, California 94105

H. B. BERKSHIRE
ASST. VICE PRESIDENT—MAINTENANCE OF WAY
AND ENGINEERING

February 1, 1979

CITY OF SAN LEANDRO

MAR 20 1979

CITY CLERK'S OFFICE

T. H. KRUTTSCHNITT, JR.
ASSISTANT CHIEF
ENGINEER—ADMINISTRATION
J. F. LYNCH
ENGINEER, DESIGN
AND CONSTRUCTION

G. L. MURDOCK
ENGINEER, MAINTENANCE
OF WAY
R. C. NAGEL
ENGINEER OF SIGNALS

IN REPLY PLEASE REFER TO

92419/311

Mr. John A. Deadrich III
Deadrich Real Estate
581 East 14th Street
San Leandro, California 94577

Subject: Sale of Property at Halcyon Drive
Crossing, PUC #D-16.7 - ESTUDILLO

Dear Mr. Deadrich:

Reference is made to your letter of January 9, 1979, concerning property matters in connection with the widening of Halcyon Drive Crossing. The widening, relocation and addition of signals, and grant of easement over our operating property has been approved by the railroad. We are now securing necessary authority and have document prepared for the sale of Parcel 1.

We are returning your check in the amount of \$10.00 and also the unexecuted Option. The City should forward a check in the amount of \$3,000.00 to cover full payment for the parcel when the Company's copy of the deed is returned for our records.

Thank you for your cooperation.

Very truly yours,

H. B. Berkshire

CITY OF SAN LEANDRO
MAR 20 1979
CITY CLERK'S OFFICE

Southern Pacific Transportation Company

February 2, 1979

MEMORANDUM

Mr. John A. ...
...
...

Subject: ...
...

...

Reference is made to your letter of January 23, 1979, concerning property located in ...
...
...

The amount of ...
...
...

...

Very truly yours,

[Handwritten signature]

1-037

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



Office of City Clerk 415-577-3366

16 June 1980

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

Gentlemen:

I am enclosing a certified copy of City of San Leandro Resolution No. 79-174, Approving Agreement (Southern Pacific Transportation Company). Also enclosed is a Street or Highway Easement, a two-page Insert, a Legal Description and a blue line drawing.

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

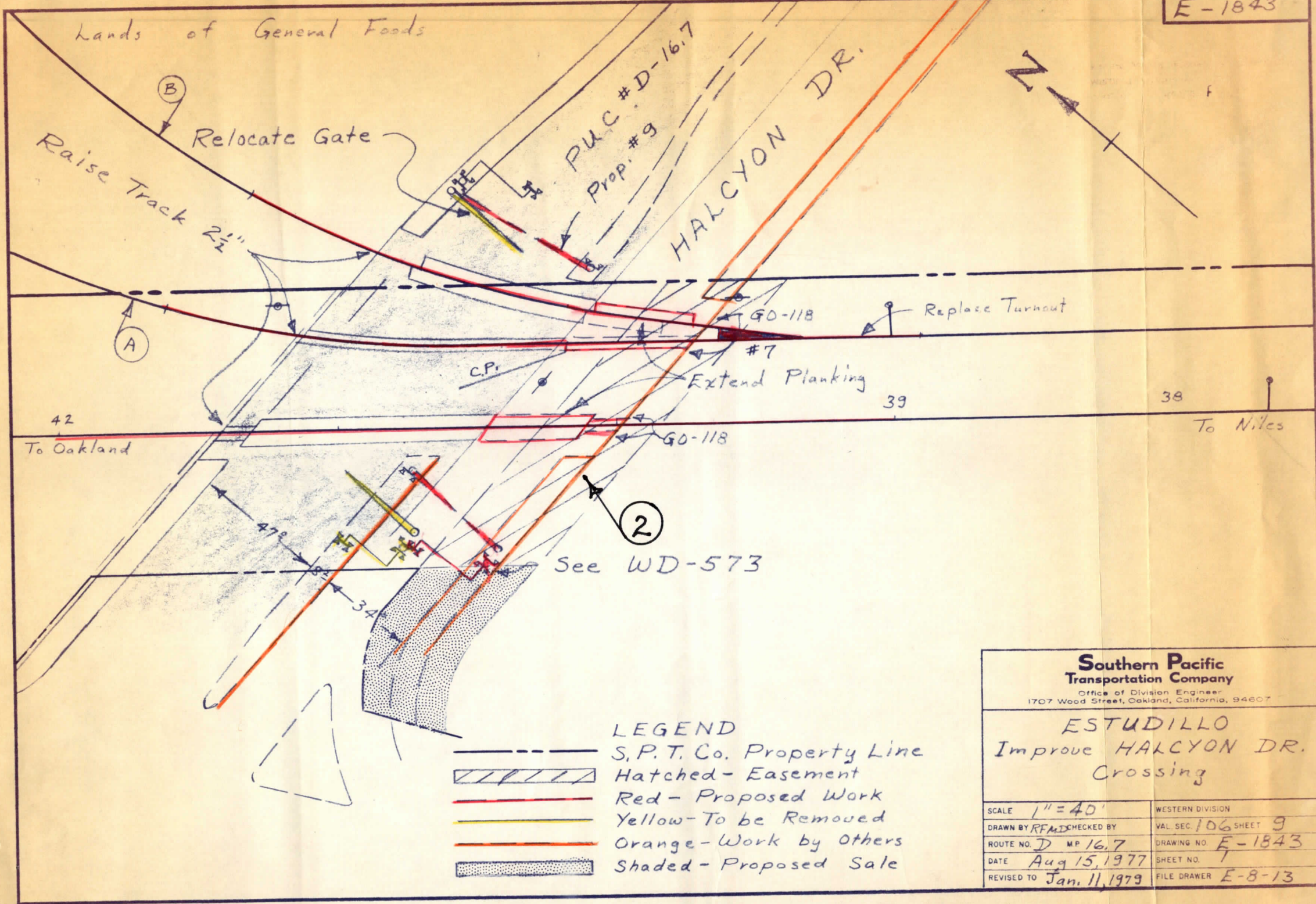
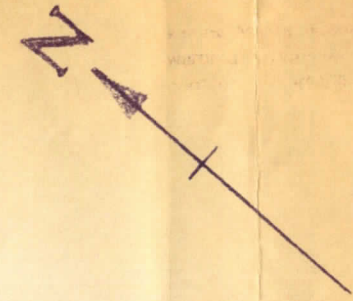
ob
encl. - as noted



80-103507

2/21/9/32

Lands of General Foods



- LEGEND**
- S.P.T. Co. Property Line
 - ▨ Hatched - Easement
 - Red — Proposed Work
 - Yellow — To be Removed
 - Orange — Work by Others
 - ▨ Shaded - Proposed Sale

Southern Pacific Transportation Company <small>Office of Division Engineer 1707 Wood Street, Oakland, California, 94607</small>	
ESTUDILLO Improve HALCYON DR. Crossing	
SCALE 1" = 40'	WESTERN DIVISION
DRAWN BY <i>RFMD</i> CHECKED BY	VAL SEC. 106 SHEET 9
ROUTE NO. <i>D</i> MP 16.7	DRAWING NO. <i>E-1843</i>
DATE <i>Aug 15, 1977</i>	SHEET NO. <i>7</i>
REVISED TO <i>Jan. 11, 1979</i>	FILE DRAWER <i>E-8-13</i>

1-037

BY RDP DATE 4-22-77

SUBJECT HALCYON DR. PLAN LINE

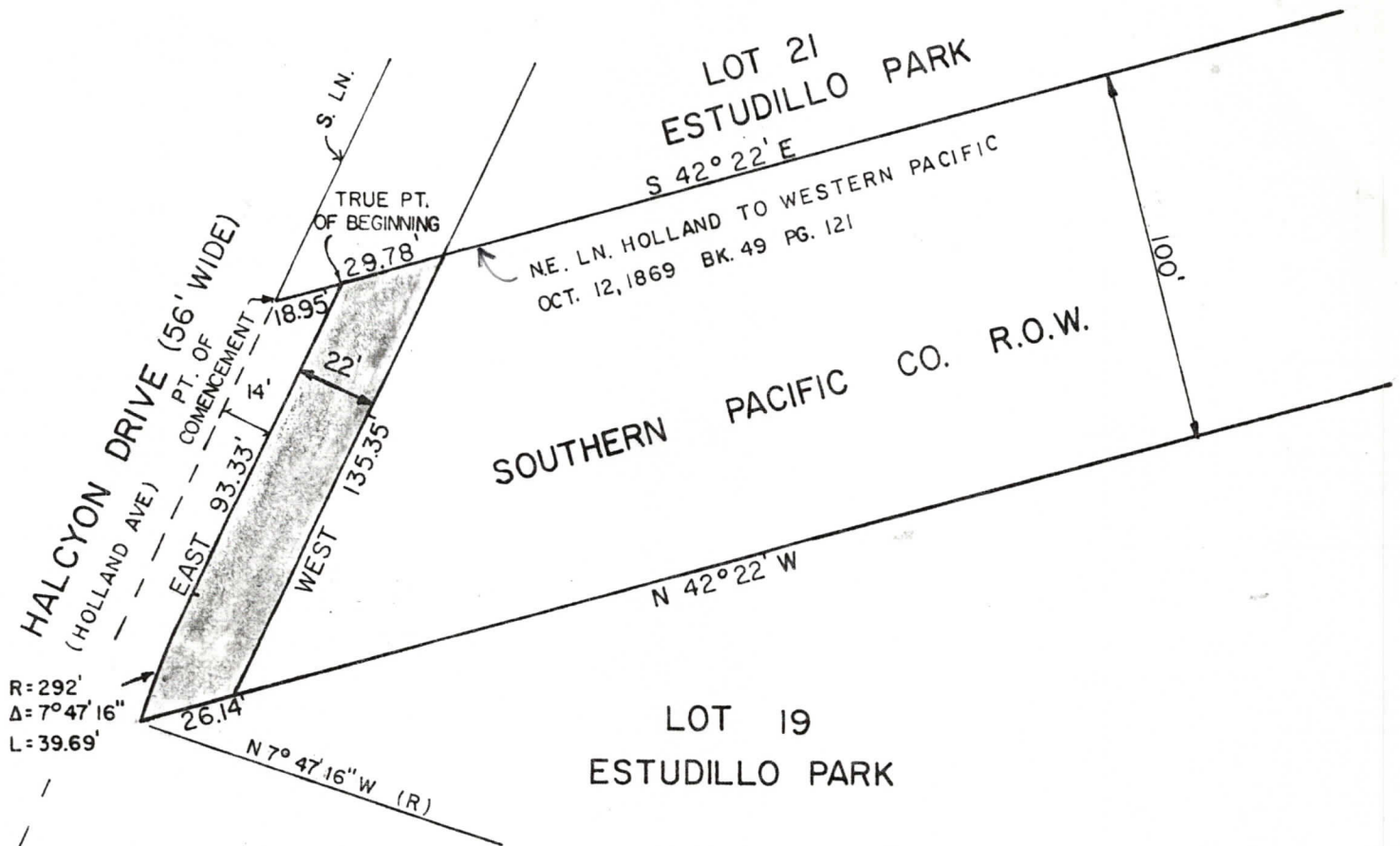
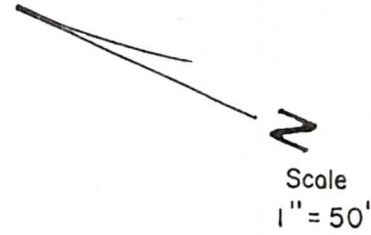
SHEET NO. _____ OF _____

CHKD. BY Bog S DATE 4-27-77

SOUTHERN PACIFIC CO.

JOB NO. _____

872-1-90Y-54



R=292'
 $\Delta=7^{\circ}47'16''$
 L=39.69'

WASHINGTON AVE.

EASEMENT
 [shaded box] INDICATES ~~PART~~ TO BE ACQUIRED
 LD 77-15
 AREA=2939 ± SQ FT

REF: DWG 49
 CASE 1601

ACQUIRED

BY 80-103507
 DATE JULY 9, 1979
 BY 4-22-77
 1-037

1-037