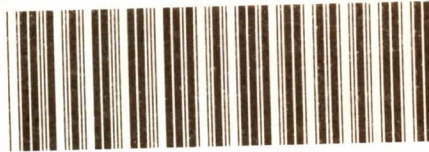


RECORDING REQUESTED BY
CHICAGO TITLE COMPANY

200017-7
OFFICIAL RECORDS OF
ALAMEDA COUNTY
PATRICK O'CONNELL

06/08/2000 08:30 AM
RECORDING FEE: 28.00



8 PGS

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

City of San Leandro
City Clerk's Office
835 East 14th Street
San Leandro, CA 94577

CITY OF SAN LEANDRO

JUN 21 2000

CITY CLERK'S OFFICE

I-350
2647

(Space Above Line for Recorder's Use Only)

GRANT OF EASEMENT

Consideration less than \$100.00

This GRANT OF EASEMENT (this "Easement") is made and entered into effective as of JUNE 1, 2000 by Bay Fair, LLC, a Delaware Limited Liability Company ("Grantor"), for the benefit of any public utility provider of electricity, gas, telephone, water, cable or sewage services located within the county of the Property (as hereinafter defined) who agrees to be bound by the obligations of this Easement ("Grantee").

RECITALS

A. Grantor owns that certain real property situated in the City of San Leandro, California, as more particularly described in Exhibit A attached hereto and incorporated herein (the "Property").

B. Grantor desires to provide for the establishment of a non-exclusive easement for the installation, maintenance and use of underground electrical, gas, telephone, water, cable or sewer lines on the Property, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. **Grant of Easement.** Subject to the terms and conditions hereinafter set forth, Grantor hereby grants to Grantee a non-exclusive easement to install, maintain and use the area on the Property in a strip of land 10 feet in width, as more particularly described in Exhibit A attached hereto and incorporated herein by reference. The use shall be strictly limited to electrical, gas, telephone, water, or cable purposes only. Furthermore, the installation of any such lines must be underground, with nothing to be installed above ground.

2. **Term.** This Easement shall continue in full force and effect in perpetuity from the date of recordation of this Easement. Construction of underground utility work is prohibited during the holiday season (i.e. November 23-January 3). Nothing should prevent utility provider to perform emergency repair work during holiday season. After the construction, the utility provider will be responsible to restore the property to its original condition. The Grantor will be permitted to park vehicles on the easement area.

3. **Notice.** In order to become a Grantee under this Easement, the proposed Grantee: (i) must be a public utility provider of electricity, gas, telephone, water, cable or sewage services located within the county of the Property; (ii) provide a written request to Grantor no later than sixty (60) days prior to its requested use of the Easement; and (iii) file a notice in the real property records of the county in which the Property is located agreeing to be bound by the terms and conditions of this Easement.

4. **Maintenance.** Grantee shall be responsible for maintaining any lines that it installs in the Easement Area in good condition and repair. Grantee shall not unreasonably interfere with the right of others in their use of this Easement Area.

5. **Indemnity.** Grantee shall indemnify, protect and defend Grantor against and hold Grantor harmless from any and all claims, causes of action, judgments, obligations or liabilities, and all reasonable expenses incurred in investigation or resisting the same (including reasonable attorneys' fees), to the extent they arise out of, the installation, maintenance, and use of the Easement Area by Grantee and/or Grantee's agents, employees, contractors (and their subcontractors), and invitees (including any subtenant or assignee of Grantee), except to the extent it arises from the active negligence or willful misconduct of Grantor or Grantor's agents, employees, contractors (and their subcontractors) or invitees.

6. **General Provisions.**

a. **Assignment: Binding on Successors.** This Easement runs with the land and shall be binding upon and inure to the benefit of the respective parties.

b. **Entire Agreement.** This Easement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and terminates and supersedes as of the date hereof any prior agreement(s) between the parties, written or oral, concerning the same. Any subsequent modification of this Easement shall be in writing and signed by both parties or their respective successors in interest.

c. **Severability.** The invalidity of any of the provisions of this Easement, or any portion thereof, shall not affect the remaining portions hereof for any party hereto and this Easement shall be construed as if such provision had not been inserted herein.

d. **Governing Law.** This Easement shall be governed by and construed in accordance with the laws of the State of California.

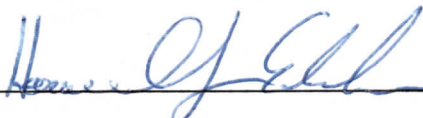
IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement as of the date and year first above written

"GRANTOR"

Bay Fair LLC, a Delaware Limited Liability Company

By: HRC LLC, a Delaware limited liability company

Its: Manager

By:  Howard Edelman

Title: Vice President

STATE OF Illinois

)

) ss.

COUNTY OF Cook

)

On June 1, 2000 before me, the undersigned Notary Public, personally appeared Howard Edelman, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Linda M. Riley

Signature of Notary Public

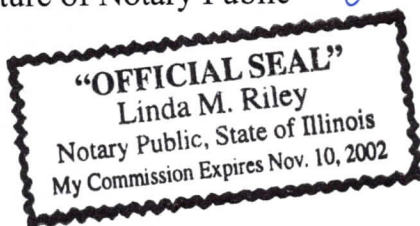


EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

[See attached]

LEGAL DESCRIPTION

All that real property situate in the City of San Leandro, County of Alameda, State of California, described as follows:

PARCEL ONE:

A portion of Lots 4, 5, and 6 as designated on the *Map of the Coelho Tract*, filed December 11, 1899, Map Book 15, Page 100, Alameda County Records, described as follows:

A strip of 10.00 feet wide, the northeasterly line of which is described as follows:

Beginning at the most northerly corner of *PARCEL 2* as designated on that certain map entitled *PARCEL MAP NO. 2046, CITY OF SAN LEANDRO, ALAMEDA COUNTY, CALIFORNIA*; thence southeasterly along the southwesterly right of way line of East 14th Street the following five courses:

South 48°55'20" East, 100.00 feet (the bearing South 48°55'20" East being taken for the purposes of this description);
South 46°59'25" East, 87.98 feet;
South 48°12'47" East 164.19 feet;
South 48°55'20" East, 280.59 feet to the beginning of a curve concave to the southwest having a radius of 180.00 feet;
southeasterly 59.69 feet along said curve through a central angle of 19°00'00";

Excepting therefrom all those portions lying within existing public roadway right of way.

PARCEL TWO:

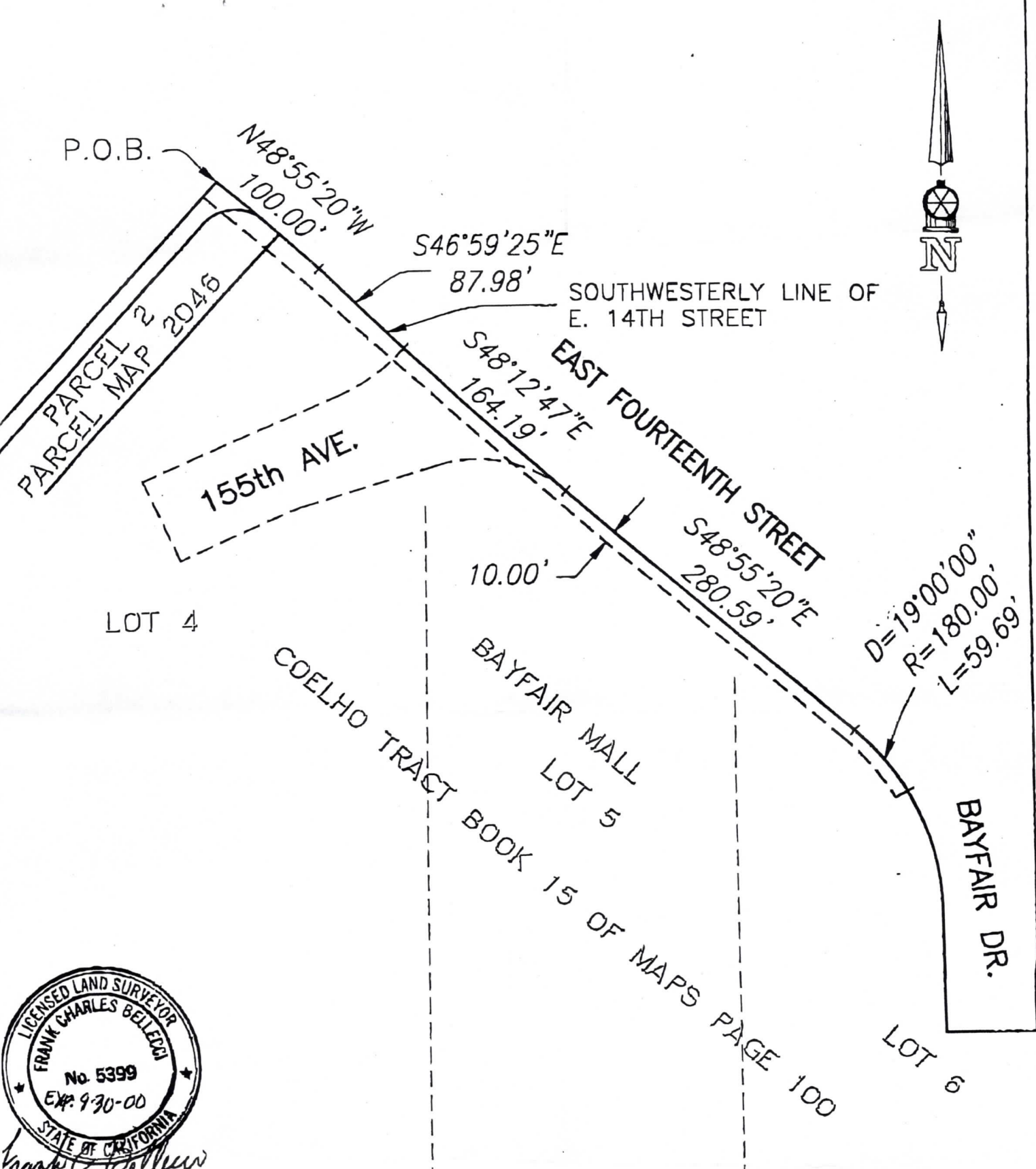
A portion of Lot 6 and 7 as designated on the *Map of the Coelho Tract*, filed December 11, 1899, Map Book 15, Page 100, Alameda County Records, described as follows:

A strip of 10.00 feet wide, the northeasterly line of which is described as follows:

Beginning at a point on the easterly line of said Lot 7 at the southwesterly right of way line of East 14th Street as shown on said *Map of the Coelho Tract*, thence along said right of way line of East 14th Street and its northwesterly prolongation North 48°55'20" West, 464 feet. The southwesterly line of said 10.00 feet wide strip of land to be lengthened to terminate at said easterly line of Lot 7.

Excepting therefrom all those portions lying within existing public roadway right of way







EAST FOURTEENTH STREET

BAYFAIR DR.

SOUTHWESTERLY LINE OF
E. 14TH STREET

LOT 6
COELHO TRACT BOOK 15 OF MAPS PAGE 100
LOT 7

10.00'

P.O.B.



BELLECCI & ASSOCIATES INC.

VIL ENGINEERING-LAND PLANNING-LAND SURVEYING
PH. (925) 685-4569

DATE: APRIL 2000

FILE NO.: 99056LLA

SCALE: 1"=100'

SHEET 1 OF 1

DADCEI TWO