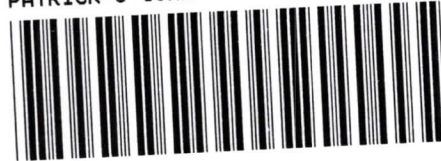


RECORDING REQUESTED BY:

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

2000127559
OFFICIAL RECORDS OF
ALAMEDA COUNTY
PATRICK O'CONNELL

05/01/2000 02:21 PM
RECORDING FEE: 0.00



4 PGS

AND WHEN RECORDED MAIL TO:

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

Resn.
2000-22
02-22-00
(2863)

MAY 15 2000

CITY OF SAN LEANDRO, CALIFORNIA

Tract Map No. 7092

Abstract of Subdivision Improvement Agreement
(Public Improvements)

The Abstract of Subdivision Improvement Agreement is executed concurrently with that certain Subdivision Improvement Agreement (Public Improvements) dated February 22, 2000, between City of San Leandro, a municipal corporation of the State of California (herein referred to as "City") and RYLAND HOMES OF CALIFORNIA, INC., a Delaware Corporation, (herein referred to as "Subdivider"), relating to the making of subdivision improvements on that real property described as APN 077B-1165-002-05, 077B-1165-002-06, 077B-1165-003-02, 077B-1165-004-02, 077B-1165-005-02 and 077B-1163-011-00 (portion) and commonly referred to as Tract 7092, Medallion Phase 2, San Leandro, California, (hereinafter referred to as "the subject subdivision").

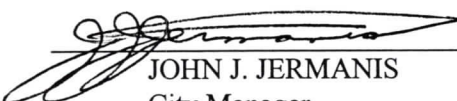
In consideration for approval of said subdivision by City, Subdivider has agreed to improve certain streets and public easements in the subject subdivision to standards prescribed by City and to make certain other improvements and to pay to City such sums as are specified in detail in the above-mentioned Subdivision 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 Improvement Agreement may be a condition precedent to the issuance by the City of building permits or other entitlements of use for parcels and lots within the subject subdivision.

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

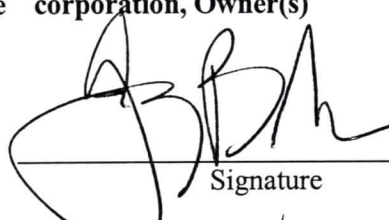
CITY OF SAN LEANDRO, a municipal corporation

Dated: 2/24/00

By: 
JOHN J. JERMANIS
City Manager

RYLAND HOMES OF CALIFORNIA, INC., a Delaware corporation, Owner(s)

Dated: FEB. 2, 2000

By: 
Signature
GREG BALEN
Print name
ASSISTANT VICE PRESIDENT
Title

Attach:

[Appropriate Notary]
[Acknowledgment]

Approved as to Form:


Steven R. Meyers, City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of CONTRA COSTA

ss.

On FEB. 2, 2000, before me, BOBBIE D. BRADLEY, NOTARY PUBLIC

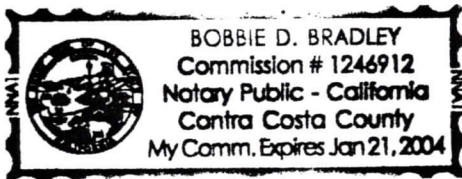
Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared GREG BALEN

Name(s) of Signer(s)

- ☒ personally known to me
☐ 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.

Bobbie D. Bradley

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

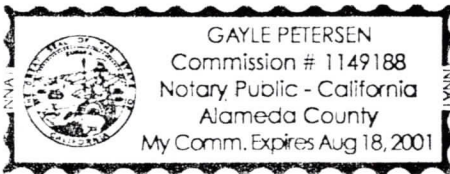
State of California

County of Alameda

On March 1, 2000 before me, Gayle Petersen, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared John J. Jermanis
Name(s) of Signer(s)

☒ personally known to me – OR – ☐ 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.

Gayle Petersen
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Abstract of Subdiv. Imp. Agreement (Public) ^{TM 7092}

Document Date: February 22, 2000 Number of Pages: 3

Signer(s) Other Than Named Above: Greg Balen, Ryland Himes

Capacity(ies) Claimed by Signer(s)

Signer's Name: John J. Jermanis

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☒ Other: City Manager

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer Is Representing:

City of San Leandro

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer Is Representing:

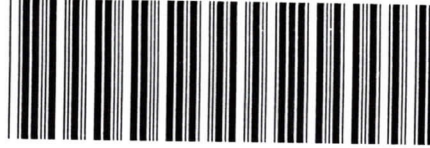
RECORDING REQUESTED BY:

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

2000127558
OFFICIAL RECORDS OF
ALAMEDA COUNTY
PATRICK O'CONNELL

05/01/2000 02:21 PM
RECORDING FEE: 0.00

2863
1049
I-331



4 PGS

AND WHEN RECORDED MAIL TO:

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

u
Reso.
2000-23
02-22-00
(2863)
pl

OF SAN LEANDRO

MAY 15 2000

RECORDS SECTION

CITY OF SAN LEANDRO, CALIFORNIA

Tract Map No. 7092

Abstract of Subdivision Improvement Agreement
(Private Improvements)

The Abstract of Subdivision Improvement Agreement is executed concurrently with that certain Subdivision Improvement Agreement (Public Improvements) dated February 22, 2000, between City of San Leandro, a municipal corporation of the State of California (herein referred to as "City") and RYLAND HOMES OF CALIFORNIA, INC., a Delaware Corporation, (herein referred to as "Subdivider"), relating to the making of subdivision improvements on that real property described as APN 077B-1165-002-05, 077B-1165-002-06, 077B-1165-003-02, 077B-1165-004-02, 077B-1165-005-02 and 077B-1163-011-00 (portion) and commonly referred to as Tract 7092, Medallion Phase 2, San Leandro, California, (hereinafter referred to as "the subject subdivision").

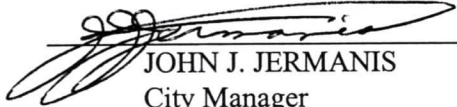
In consideration for approval of said subdivision by City, Subdivider has agreed to improve certain streets and public easements in the subject subdivision to standards prescribed by City and to make certain other improvements and to pay to City such sums as are specified in detail in the above-mentioned Subdivision 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 Improvement Agreement may be a condition precedent to the issuance by the City of building permits or other entitlements of use for parcels and lots within the subject subdivision.

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

CITY OF SAN LEANDRO, a municipal corporation

Dated: 2/24/00

By: 
JOHN J. JERMANIS
City Manager

RYLAND HOMES OF CALIFORNIA, INC., a Delaware corporation, Owner(s)

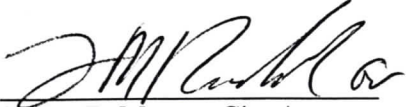
Dated: FEB. 2, 2000

By: 
Signature
GREG BAEN
Print name
ASSISTANT VICE PRESIDENT
Title

Attach:

[Appropriate Notary]
[Acknowledgment]

Approved as to Form:


Steven R. Meyers, City Attorney

State of California

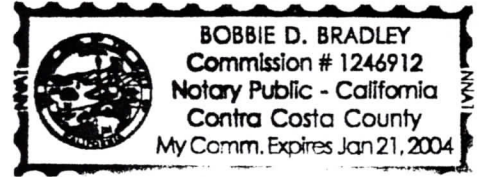
County of Contra Costa

{ ss.
}

On February 2, 2000, before me, Bobbie D. Bradley, Notary Public personally appeared Greg Balen, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal,

Bobbie D. Bradley
Notary's Signature



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

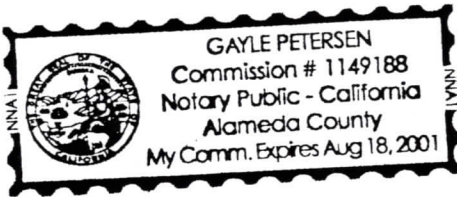
State of California

County of Alameda

On March 1, 2000 before me, Gayle Petersen, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared John J. Jermanis
Name(s) of Signer(s)

☒ personally known to me – OR – ☐ 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.

Gayle Petersen
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: TM 7092 - Abstract of Subdiv. Agrmt. (Private)

Document Date: February 22, 2000 Number of Pages: 3

Signer(s) Other Than Named Above: Greg Balen, Ryland Homes

Capacity(ies) Claimed by Signer(s)

Signer's Name: John J. Jermanis

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☒ Other: _____

Signer Is Representing:

City of San Leandro

**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb here

RECORDING REQUEST Y:
Gray Cary Ware & Freidman LLP
400 Hamilton Avenue
Palo Alto, CA 94301-1809
Attention: Andrea J. Cummings

2000127000
OFFICIAL RECORDS OF
ALAMEDA COUNTY
PATRICK O'CONNELL

05/01/2000 02:21 PM
RECORDING FEE: 0.00

2863
1049
I-731



6 PGS

CITY OF SAN LEANDRO

AND WHEN RECORDED MAIL TO:

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

Reso.
2000-23
02-22-00
(2863)

MAY 15 2000

(Space Above Line for Recorder's Use Only)

CONSIDERATION LESS THAN
\$100 -

BWC

GRANT OF EASEMENT

This GRANT OF EASEMENT (this "Easement") is made and entered into effective as of 22 February, 2000 by the City of San Leandro, California ("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 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 an area on the Property in a strip of land 40 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, cable or sewer lines 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.

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 rights 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.

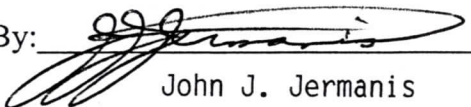
c. **Severability.** The invalidity of any of the provisions of this Easement, or any portion thereof, shall not affect the remaining portions hereof for any party hereto and this Easement shall be construed as if such provision had not been inserted herein.

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"

CITY OF SAN LEANDRO, CALIFORNIA

By: 
John J. Jermanis

Its: _____

APPROVED AS TO FORM BY: STEVEN R. MEYERS, CITY ATTORNEY

A handwritten signature in black ink, appearing to read "S. Meyers", written over a horizontal line.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

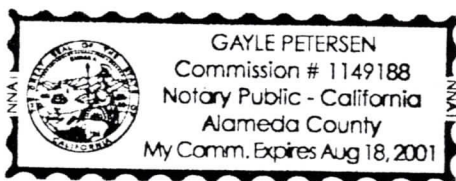
State of California

County of Alameda

On March 1, 2000 before me, Gayle Petersen, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared John J. Jermanis
Name(s) of Signer(s)

☒ personally known to me – OR – ☐ 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.

Gayle Petersen
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Grant of Easement - Gray Cary Ware & Freidenrich LLP

Document Date: February 22, 2000 Number of Pages: 5

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: John J. Jermanis

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☒ Other: City Manager

Signer Is Representing:

City of San Leandro

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

[See attached]

City of San Leandro- Owner
City of San Leandro
County of Alameda

Legal Description
PUE Easement

Real property situate in the County of Alameda, State of California; being a portion of Parcel 3 as said Parcel 3 is described in the deed from Diamond Building Materials, Inc., to William B. Brown, James F. Brown and Thomas T. Brown, recorded January 10, 1978, on Reel 5214, at Image 488, Alameda County Records.

Being a strip of land, 40 feet in width, the northwesterly line of said strip being described as follows:

Beginning at the most northerly corner of said parcel; thence along the northwesterly line of said parcel S.62°31'35"W., 178 feet more or less to the northeasterly line of Fremont Avenue, formerly Sutter Avenue as said Avenue is shown upon Tract Map 1507, filed March 15, 1955, Book 35, pages 68 and 69, Alameda County Records.

AN: 77B-1165-5-3



Charles F. Sellman L.S. 5186
License expires 6/30/2003

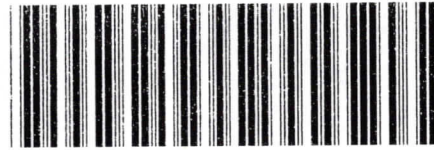
1/25/00
Date



bcc: Linda Adams
Patt Grier

Recording Requested by and
After Recording Return To:

2002101475 03/05/2002 03:51 PM
OFFICIAL RECORDS OF RECORDING FEE: 0.00
ALAMEDA COUNTY
PATRICK O'CONNELL



11 PGS

REDEVELOPMENT AGENCY OF THE
THE CITY OF SAN LEANDRO
City Clerk's Office
835 East 14th Street
San Leandro, CA 94577

DA
11
M

597092-114

(2792/1-331/2880)

CITY OF SAN LEANDRO

**PROPERTY VALUE RESTRICTIONS, RESALE AGREEMENT
AND OPTION TO PURCHASE**

MAR 20 2002

CITY CLERK'S OFFICE

This Resale Restriction Agreement and Option to Purchase (hereinafter "Agreement") is entered into as of this **1st** day of **February**, 2001 by and between the REDEVELOPMENT AGENCY OF THE CITY OF SAN LEANDRO (herein "Agency"), and **Geraldine Johnson** (herein "Owner").

RECITALS

WHEREAS, the Community Redevelopment Law requires the real property which is subject to this agreement to be made available to low and moderate income households; and

WHEREAS, the intent of the Agency is to preserve the affordability of the homes for persons of low or moderate income for the life of the Redevelopment Project Area in which the home is located; and

NOW, THEREFORE, in consideration of the benefits received by the Owner, Owner and Agency agree as follows:

1. Subject of Agreement.

The real property which is the subject of this Agreement is described as **3441 Chaplet Street**, San Leandro, California, more fully described in "Exhibit A" attached here and incorporated by this reference. Said real property ("Residence") is hereby designated as a Below-Market Rate (BMR) unit and shall be subject to the terms and conditions here set forth.

2. Warranty

The Owner represents and warrants to the Agency that the financial and other information provided to the Agency by the Owner for the purpose of qualifying to purchase the Residence was true and correct at the time it was given and remains true and correct as of the date of this Agreement.

3. Right of First Refusal

Owner hereby grants to Agency a right to purchase the real property and improvements thereon which are the subject of this Agreement ("Premises") under conditions hereinafter set forth. Agency may designate a governmental or nonprofit organization to exercise said right. Agency or its designee may assign this right to an individual private buyer who meets the Agency's eligibility qualifications. After the exercise of said right by Agency, its designee or assignee, in the manner hereinafter prescribed, Agency, its designee or assignee, may assign said right to purchase to any substitute individual private buyer who meets the Agency's eligibility requirements, is approved by the Agency and enters into a Resale Agreement and other documents as required by the Agency. Any attempt to transfer title or any interest therein in violation of these covenants shall be void.

The following transfers of title of any interest therein are not subject to the right of first refusal provisions of this deed, transfer by gift, devise, or inheritance to grantee's spouse or issue; taking of title by surviving joint tenant; transfer of title to spouse as part of divorce or dissolution proceedings; acquisitions of title or interest therein in conjunction with marriage; provided, however, that these covenants shall continue to run with the title to said Premises following said transfers.

Any transfer of the Residence will be subject to the conditions set forth in Sections 4 through 6 of this Agreement. "Transfer" means any voluntary or involuntary sale, assignment or transfer of any legal, equitable or possessory interest, life estate, land contract, or any lease or rental of the premises, or any refinancing, encumbrancing, or other hypothecation of the residence. For purposes of illustration, "any refinancing, encumbrancing, or other hypothecation" means that you cannot, for example, place any new mortgage or other trust deed on the premises or use the premises for any other types of security for a loan unless you first get the consent of the Agency as required in Paragraph 4(b). Any transfer without satisfaction of the conditions of Sections 4 through 6 shall be deemed a "prohibited transfer" as defined in Paragraph 11 and may result in a declaration of default voiding the transfer.

PO (Owner initials)

AL (Agency's initials)

4. Transfer/encumbrance of property

Notwithstanding the provisions of paragraph 3, the Owner may transfer the Residence if the following conditions are satisfied:

A. Sale

i. The transferee(s) intend(s) to occupy the Residence as his/her/their principal residence. The transferee(s) may not collectively earn more than 120% of the then current Alameda County median income as defined by the United States Department of Housing and Urban Development. Agency will allow co-signers not meeting the above conditions for purposes of obtaining loans so long as the transferee(s) of the residence meet(s) the conditions set forth herein.

ii. The sale price does not exceed the Purchase Price as set forth in Paragraph 7.

iii. The Transferee(s) shall execute an agreement assuming all of the obligations and restrictions of this Agreement.

iv. Owner shall notify Agency in writing of his/her/their intention to place the property for sale. Agency will, within 10 days of the receipt of notification, advise owners and any agent engaged by the Owner for the sale of the Residence, of the Purchase Price as set forth in Paragraph 7.

B. Encumbrancing or hypothecation

i. Owner may not further encumber, refinance, or otherwise hypothecate the property TO EXCEED 100% of the Purchase Price as set forth in Paragraph 7.

ii. Prior to the completion of further encumbrancing, refinancing, or other hypothecation of the Residence, Owner(s) will notify Agency in writing of the name and address of the lender, and the proposed terms of the further encumbrancing, refinancing, or hypothecation. Agency will, within 10 days of such notification, advise lender of the Purchase Price as set forth in Paragraph 7.

5. Procedure on Sale

Whenever Owner, (Owner also refers to an Owner's successors in interest as set forth in Paragraph 3) of said Premises no longer desires to own said Premises, Owner shall notify Agency in writing to that effect. Agency, its designee or assignee, upon receipt of said notice, shall then have the right to exercise its right to purchase said Premises by delivery of written notice, to the Owner thereof at any time within thirty (30) days from the receipt by Agency of such written notice from Owner of intent to sell or dispose of the Premises.

The notices provided for herein shall be delivered to the party in person, or by the deposit of postage prepaid certified mail, return receipt requested, to the party at the address in Paragraph 18 below.

If the Agency, its designee or assignee exercises its right to purchase said Premises, close of escrow of said purchase shall be within sixty (60) days of the opening of such escrow by either party. Said escrow shall be opened upon delivery to Owner of written notice of the exercise of the option or as soon thereafter as possible. In the event Agency decides to assign the right to purchase provided herein, Agency may postpone opening of escrow until selection of such assignee or as soon thereafter as possible, provided that the opening of escrow shall occur no later than thirty (30) days after the Owner is notified of the Agency's exercise of its right to purchase. In the event Agency postpones opening of escrow and is unable to select such an assignee, Agency retains the right to open escrow and complete the purchase provided that such escrow is opened within thirty (30) days and the sale transaction is completed within ninety (90) days from the Owner's notice of intent to sell.

Owner shall give written notice to Agency of any intent to terminate the escrow at least ten (10) days prior to such termination. Agency shall retain the right to purchase the unit for an additional period of ten (10) days commencing from the date of termination of escrow.

6. Third-Party Sale

In the event Agency or its designee does not accept the offer of sale within thirty (30) days of the offer, Owner may offer the residence for sale to anyone, regardless of income criteria. The Owner, however, will be subject to the purchase price provision as contained in Paragraph 7. Buyer (Transferee) will be required to execute an agreement under the terms of which the Transferee shall have the same obligations and duties and agree to be bound by the restrictions as are provided in this Agreement.

7. Purchase Price

Closing costs and title insurance shall be paid pursuant to the custom and practice of the Agency at the time of the opening of such escrow.

The Purchase Price of the Premises shall be fixed at the lower amount arrived at via the following two methods.

a. Agency or its designee shall have an appraisal made by a neutral professional appraiser of its choice to establish the market value. The Owner may also have an appraisal made by a neutral professional appraiser of Owner's choice to establish the market value. If agreement cannot be reached, the average of the two appraisals shall be deemed to be the market price.

b. One Hundred Thousand Three Hundred Ninety Eight (\$100,398.00) Dollars plus the amount of any prepayment fees paid by the Owner-Seller at the time said Owner purchased the Premises (base price), plus an amount, if any, to compensate for any increase in the housing component of the San Francisco-Oakland-San Jose, California Consumer Price Index as published periodically by the United States Department of Housing and Urban Development (hereinafter "the Index"). For that purpose, the Index prevailing on the date of the purchase by the Owner-Seller shall be compared with the latest Index available on the date of receipt by Agency of notice of intent to sell. The percentage increase in the Index, if any, shall be computed and the base price shall be increased by that percentage; provided, however, that the price in no event shall be lower than the purchase price paid by the Owner-Seller when he/she purchased the Premises. This adjusted price shall be increased by the value of any substantial structural or permanent fixed improvements, if and only if, such improvements were approved by Agency prior to construction and were constructed with valid building permits. No price adjustment will be made except upon presentation to the Agency of written documentation of all expenditures made by Owner for which an adjustment is requested.

Any sale price determined through the use of this method b (base price adjusted by Consumer Price Index and value of improvements, applications, fixtures, or equipment added) shall be adjusted by decreasing said price by an amount to compensate for deferred maintenance costs, which amount shall be

determined as follows: Upon receipt of notice of Owner's intent to sell, Agency or its designee shall have an opportunity to determine whether any violations of applicable building, plumbing, electric, fire or housing codes exist or any other violations of other provisions of Municipal Code. In the event deficiencies are noted, the Agency shall obtain estimates to cure the observed deficiencies. The Owner shall cure the deficiencies in a reasonable manner acceptable to Agency or designee within sixty (60) days of being notified of the results of the inspection, but in no event later than close of escrow. Should Owner fail to cure such deficiencies prior to the scheduled date of close of escrow, at the option of the Agency, its designee or assignee, escrow may be closed, title passed and money paid to the selling Owner subject to the condition that such funds as are necessary to pay for curing such deficiencies (based upon written estimates obtained by Agency) shall be withheld from the money due the selling Owner and held by the escrow holder for the purpose of curing such deficiencies. Agency, its designee or assignee shall cause such deficiencies to be cured and upon certification of completion of work by Agency, escrow holder shall utilize such funds to pay for said work. Any remaining funds shall be paid to the selling Owner. No other payment shall be due said Owner.

In no event shall Agency become in any way liable to Owner, nor become obliged in any manner, by reason of the assignment of its right to purchase, nor shall Agency be in any way obligated or liable to Owner for any failure of Agency's assignee to consummate a purchase of the premises or to comply with the terms of any purchase and sale agreement.

Until such time as the Agency's right to purchase is exercised, waived, or expired, the Premises and any interest in title hereto shall not be Transferred (the word "Transfer" is defined in Section 3 above) to any person or entity except with the express written consent of Agency or its designee, which consent shall be consistent with the Agency's goal of creating, preserving, maintaining, and protecting housing for persons of low and moderate income. This provision shall not prohibit the encumbering of title for the sole purpose of securing financing; however in the event of foreclosure or transfer by deed in lieu of foreclosure, the provisions of paragraph 9 of this instrument shall govern.

8. Termination of Right of First Refusal

The provisions set forth in this Agreement relating to Agency's right to purchase shall extend for 30 years or until expiration of the Redevelopment Plan for the Project Area.

9. Default and Foreclosure

A request for notice of default and any notice of sale under any deed of trust or mortgage with power of sale encumbering said premises shall be recorded by the Agency in the Office of the Recorder of the County of Alameda. Any notice of default given pursuant to Civil Code Section 2924B, or as later amended, shall constitute a notice of intent to sell hereunder, and the Agency, or its designee, may exercise its preemptive right to purchase pursuant to the provisions of Paragraph 3 of this Agreement, provided, however, that, notwithstanding any language contained in this instrument to the contrary with regard to the rights of the lien holder, the Agency, or its designee or assignee, must complete such purchase no later than the end of the period established by California Civil Code Section 2924c for

reinstatement of a monetary default under the deed of trust or mortgage.

In the event of default and foreclosure, the Agency, or its designee or assignee, shall have the same right as the Owner to cure defaults and redeem the Premises prior to foreclosure sale. Such redemption shall be subject to the same fees, charges and penalties which would otherwise be assessed against the Owner. Nothing herein shall be construed as creating any obligation on the part of the Agency to cure any such default, nor shall this right to cure and redeem operate to extend any time limitations in the default provisions of the underlying deed of trust or mortgage.

In the event that no request for notice is filed, the right to purchase of the Agency, or its designee or assignee, shall run from the date the notice of default is given to the Owner, and any such purchase must be completed within the period established in this Paragraph 9. In the event the Agency, or its designee or assignee, elects not to exercise its rights to purchase upon default, and a foreclosure sale is consummated, any surplus proceeds to which the Owner may be entitled following foreclosure under California state law shall be paid as follows: After any required payment of encumbrances, that portion of surplus, if any, up to but not exceeding the net amount that the Owner would have received after any required payment of encumbrances under the formula set forth above had the Agency exercised its right to purchase the Premises on the date of the foreclosure sale, shall be paid to the Owner on the date of the foreclosure sale; the balance of surplus, if any, shall be paid to the Agency, or its successors or assigns.

In the event that the Agency, or its designee or assignee, does not elect to purchase the Premises pursuant to the provisions of this Section and the Premises is sold through foreclosure, the provisions of paragraph 15 below pertaining to subordination shall apply.

9. Distribution of Insurance and Condemnation Proceeds

In the event that the Premises consist of a unit in a condominium project and the condominium project is destroyed and insurance proceeds are distributed to Owner instead of being used to rebuild, or in the event of condemnation, if proceeds thereof are distributed to Owner, or in the event of termination of the condominium, liquidation of the association and distribution of the assets of the association to the members thereof, including Owner, any surplus proceeds so distributed remaining after payment of encumbrances of said Premises shall be distributed as follows: That portion of the surplus up to but not to exceed the net amount that Owner would have received under the formula set forth above had Agency exercised its right to purchase the property on the date of the destruction, condemnation valuation date, or liquidation, shall be distributed to Owner, and the balance of such surplus, if any, shall be distributed to Agency or its successors or assigns.

11. Notice of Prohibited Transfer

Upon receiving notification of a Prohibited Transfer, Agency will give written notice to the Owner, specifying the nature of the Prohibited Transfer. If the violation is not corrected to the satisfaction of the Agency within ten (10) days after the date of the notice, or within such further time as Agency determines is necessary to correct the violation, Agency may declare a default under this Agreement. Upon the

declaration of a default, Agency may apply to a court of competent jurisdiction for specific performance of the Agreement, for an injunction prohibiting a proposed sale or transfer in violation of this Agreement, for a declaration that the Prohibited Transfer is void, or for any such other relief as may be appropriate.

12. Property Maintenance

Owner recognizes that installation and maintenance of landscaping will materially benefit the property. Owner agrees to diligently maintain and care for installed landscaping, using generally accepted methods of cultivation and watering. Owner agrees to maintain landscaping that is not maintained by the Homeowners Association as necessary to prevent the landscape deteriorating to the point its value is destroyed.

13. Attorney Fees and Costs

If any action is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

14. Controlling Agreement

Owner covenants that he or she has not, and will not execute any other agreement with provisions contradictory to or in opposition to the provisions hereof, and that in any event, Owner understands and agrees that this Agreement shall control the rights and obligations between and among the parties and respective successors.

10. Subordination

This Agreement is subordinate to any deed of trust or mortgage on the premises made by or held by an institutional lender or investor.

11. Severability

If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein.

12. Time of the Essence

Time is of the essence of this entire Agreement.

13. Notices

All notices required herein shall be sent by certified mail, return receipt requested, to the following address:

Agency: Redevelopment Administrator
Redevelopment Agency of San Leandro
835 East 14th Street
San Leandro, CA 94577

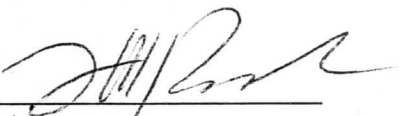
or at such other address as Agency may subsequently elect following notice in writing of such address to Owner.

OWNER: Geraldine Johnson
3441 Chaplet St.
San Leandro, CA

IN WITNESS THEREOF, the parties have executed this Agreement as of the date first written above.

REDEVELOPMENT AGENCY OF THE SAN LEANDRO

APPROVED AS TO FORM:



City Attorney

Neusa R. Pollars
Redevelopment Administrator
Neusa R. Pollars

PROPERTY OWNER (S):

Geraldine Johnson
Geraldine Johnson

(All signatures, except City Attorney, must be acknowledged by a Notary Public)

LEGAL DESCRIPTION

REAL PROPERTY in the City of San Leandro, County of Alameda, State of California, described as follows:

PARCEL ONE:

Lot 14, Tract 7092, filed March 8, 2000, Map Book 250, Pages 50-54, Official Records of Alameda County.

Reserving therefrom easements as defined in the Declaration of Annexation and Supplemental Restrictions for Ryland Medallion Phase II, recorded March 9, 2000, Series No. 2000070554, Official Records.

PARCEL TWO:

The easements as defined in the Declaration of Annexation and Supplemental Restrictions for Ryland Medallion Phase II, recorded March 9, 2000, Series No. 2000070554, Official Records.

A.P. No.: 77B-1165-3-2 (portion)
77B-1165-4-2 (portion)
77B-1165-2-5 (portion)
77B-1165-2-6 (portion)
77B-1165-5-2 (portion)

Subject to: Covenants, Conditions and Restrictions recorded December 13, 1999, Series No. 99442733, amended on March 9, 2000, Series No. 2000070553, per a Declaration of Annexation recorded March 9, 2000, Series 2000070554, and any amendments and/or modifications thereto, which are incorporated herein by reference thereto as though fully set forth herein.

EXHIBIT A

ACKNOWLEDGMENT

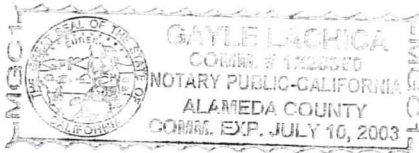
State of California)
) ss.
County of Alameda)

On 7/2/2002 before me, a Notary Public, personally
appeared Geraldine Johnson, personally known to me (or 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(is), 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.



NOTARY PUBLIC



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

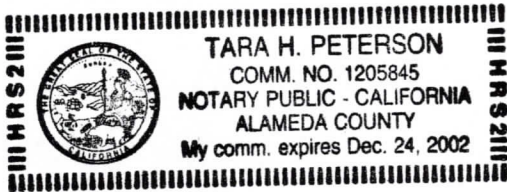
On February 6, 2002 before me, Tara H. Peterson, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Neusa Polbard
Name(s) of Signer(s)

- ☒ personally known to me
☐ 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.



Tara H. Peterson
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Property Value Restrictions, Resale Agreement

Document Date: 1/2/02 Number of Pages: 8

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Neusa Polbard

- ☐ Individual
☐ Corporate Officer
 Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☒ Other: _____

Signer Is Representing:

Redevelopment
Agency

RIGHT THUMBPRINT OF SIGNER
 Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
 Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
 Top of thumb here

Recording Requested by:

CITY OF SAN LEANDRO
Engineering and Transportation Department
835 East 14th Street
San Leandro, CA 94577

When Recorded Mail to:

San Leandro City Clerk
City of San Leandro City Hall
835 East 14th Street
San Leandro, CA 94577



THIS IS A CUSTOMER
12/08/1999 12:04 B02
RECORDING FEE: 0.00

CITY OF SAN LEANDRO

JAN 31 2000

CITY CLERK'S OFFICE

1999438748

OFFICIAL RECORDS OF
ALAMEDA COUNTY
PATRICK O'CONNELL

7 PGS

GRANT OF PERMANENT EASEMENT

THE GRANTOR, CITY OF SAN LEANDRO, hereby grants to Ryland Homes of California, Inc., a Delaware Corporation, hereinafter referred to as GRANTEE, its successors and assigns, a permanent non-exclusive easement for ingress and egress over that certain real property situated in the City of San Leandro, County of Alameda, State of California, described as follows:

SEE EXHIBIT A ATTACHED HERETO

The easement granted herein shall be appurtenant to the real property described in EXHIBIT B ATTACHED HERETO, and future subdivisions thereof

GRANTEE hereby covenants and agrees:

(a) GRANTEE shall not fence said easement;

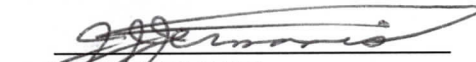
(b) GRANTEE shall indemnify GRANTOR against any loss and damages which shall be caused by the exercise of said easement or by any wrongful or negligent act or omission of GRANTEE or of its agents or employees in the course of their employment.

GRANTOR reserves the right to use said easement for purposes which will not interfere with GRANTEE's full enjoyment of the rights hereby granted; provided that GRANTOR shall not erect or construct any building, fence or other obstruction on said easement.

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective

parties hereto, and all covenants shall apply to and run with the land.

IN WITNESS WHERE OF, GRANTOR has executed these presents this 15th day of November, 1999.



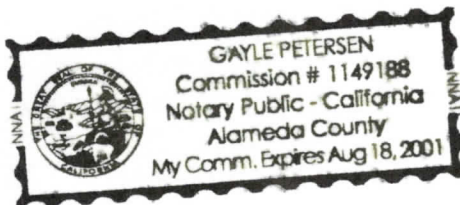
JOHN JERMANIS
City Manager

ACKNOWLEDGMENT

State of California)
) ss.
County of Alameda)

On November 17, 1999 before me, a Notary Public, personally appeared John J. Jermenis, personally known to me (or 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(is), 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.



Gayle Petersen
NOTARY PUBLIC

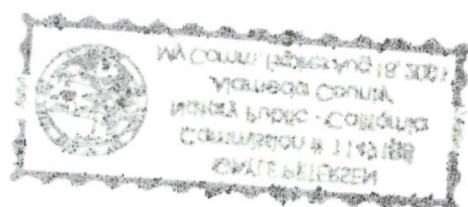


EXHIBIT A

City of San Leandro- Owner
City of San Leandro
County of Alameda

Legal Description Access Easement

Real property situate in the County of Alameda, State of California; being a portion of Parcel 3 as said Parcel 3 is described in the deed from Diamond Building Materials, Inc., to William B. Brown, James F. Brown and Thomas T. Brown, recorded January 10, 1978, on Reel 5214, at Image 488, Alameda County Records.

Being a strip of land, 40 feet in width, the northwesterly line of said strip being described as follows:

Beginning at the most northerly corner of said parcel; thence along the northwesterly line of said parcel S.62°31'35"W., 178 feet more or less to the northeasterly line of Fremont Avenue, formerly Sutter Avenue as said Avenue is shown upon Tract Map 1507, filed March 15, 1955, Book 35, pages 68 and 69, Alameda County Records.

AN: 77B-1165-5-3



Charles F. Sellman L.S. 5186
License expires 6/30/2003



10-27-1999

Date

EXHIBIT B

LEGAL DESCRIPTION

REAL PROPERTY in the City of San Leandro, County of Alameda, State of California, described as follows:

PARCEL ONE: (Tract 7093)

Parcel 2, Parcel Map 7261, filed December 8, 1998 in Book 243 of Parcel Maps, at Pages 49 and 50, Alameda County Records.

A.P. No. 077B-1165-006

PARCEL TWO: (Tract 7092)

Portion of Lot 13, according to the "Partition Map of the Land of the Leonard Stone Estate", filed October 8, 1895, Map Book 15, Page 36, in the office of the County Recorder of Alameda County, described as follows:

Beginning at a point on the southwestern line of the 0.319 acre tract of land described in the deed to the County of Alameda, dated March 12, 1897 and recorded in Book 625 of Deeds, Page 89, Alameda County Records, distant thereon north $42^{\circ} 38'$ west 167 feet from the southeastern line of said Lot 13; thence along said line of said 0.319 acre tract, north $42^{\circ} 38'$ west 31 feet; thence parallel with said southeastern line of said Lot 13, south 62° west 451.38 feet to a line drawn parallel with the southwestern line of said Lot 13, and distant 20 feet northeasterly therefrom measured at right angles thereto; thence along said parallel line, south 28° east 191.58 feet to the said southeastern line of Lot 13; thence along the last mentioned line, north 62° east 345.53 feet to a point distant thereon, south 62° west 155.87 feet from the said southwestern line of the 0.319 acre tract; thence north 28° west 161.58 feet to a line drawn south 62° west from the point of beginning; thence north 62° east 113.68 feet to the point of beginning.

Excepting therefrom that portion thereof conveyed to City of San Leandro by Deed recorded July 1, 1974, Reel 3718, Image 144, Official Records.

A.P. No.: 77B-1165-3-2

PARCEL THREE: (Tract 7092)

Portion of Lot 13, according to the "Partition Map of the Land of the Leonard Stone Estate", filed October 8, 1895, Map Book 15, Page 36, in the office of the County Recorder of Alameda County, described as follows:

Beginning at the point of intersection of the southeastern line of said Lot 13, with the southwestern line of the 20 foot strip of land conveyed to County of Alameda, for road purposes, by deed dated March 12, 1897 and recorded in Book 625, of Deeds Page 89, Alameda County Records; thence along the southwestern line of said 20 foot strip, north $42^{\circ} 38'$ west 167 feet; thence parallel with said

southeastern line of Lot 13, south 62° west 113.68 feet; thence south 28° east 161.58 feet to the said southwestern line of Lot 13; thence along the last mentioned line north 62° east 155.87 feet to the point of beginning.

Excepting therefrom that portion thereof conveyed to City of San Leandro by Deed recorded July 1, 1974, Reel 3718, Image 136, Official Records.

A.P. No.: 77B-1165-4-2

PARCEL FOUR: (Tract 7092)

Portion of Lot 13, according to the "Partition Map of the Land of the Leonard Stone Estate", filed October 8, 1895, Map Book 15, Page 36, in the office of the County Recorder of Alameda County, described as follows:

Beginning at the southern corner of said Lot 13; thence along the southeastern line of said Lot 13, north 62° 00' east 20 feet to a line drawn parallel with the southwestern line of said Lot 13 and distant 20.00 feet northeasterly therefrom measured at right angles thereto; thence along said parallel line north 28° 00' west 191.58 feet; thence south 62° 00' west 20 feet to the southwestern line of said Lot 13; thence south 28° 00' east 191.58 feet to the point of beginning.

A.P. No.: 77B-1165-2-5

PARCEL FIVE: (Tract 7092)

Portion of Lot 13, according to the "Partition Map of the Land of the Leonard Stone Estate", filed October 8, 1895, Map Book 15, Page 36, in the office of the County Recorder of Alameda County, described as follows:

Commencing at the southern corner of said Lot 13; thence along the southwestern line of said Lot 13, north 28° 00' west 191.58 feet; thence north 61° 00' east 213 feet to a point on a line drawn parallel with the southwestern line of said Lot 13 and distant 213.00 feet northeasterly therefrom measured at right angles thereto, said point being also the TRUE POINT OF BEGINNING; thence along said parallel line north 28° 00' west 200.00 feet; thence north 62° 00' east to the southwestern line of the right of way of the Southern Pacific Transportation Company; thence along said line of said right of way south 42° 38' east to the northwestern line of the 0.18 acre tract of land described in the deed to the Central Pacific Railroad Company dated February 27, 1897 and recorded in Book 607 of Deeds, Page 465; thence along the last mentioned line and along the northwestern line of the 0.319 acre tract of land described in the deed to the County of Alameda, dated March 12, 1897 and recorded in Book 625 of Deeds, Page 89, south 47° 22' west 50.00 feet to the southwestern line of said 0.319 acre tract; thence along the last mentioned line south 42° 38' east 48.18 feet to a point, distant thereon north 42° 38' west 198.00 feet from the southeastern line of said Lot 13; thence parallel with the southeastern line of said Lot 13, south 62° 00' west to the TRUE POINT OF BEGINNING.

Excepting therefrom that portion thereof conveyed to City of San Leandro by Deed recorded July 1, 1974, Reel 3718, Image 139, Official Records.

Also excepting therefrom that portion described as follows:

Beginning at the point of intersection of the southwestern line of the right of way of the Southern Pacific Transportation Company with the northwestern line of the 0.18 acre tract of land described in the deed to the Central Pacific Railroad Company, dated February 27, 1897, and recorded in Book 607 of Deeds, at Page 465; thence along last said line and its southwesterly prolongation, south $47^{\circ} 22'$ west, 60 feet, more or less, to the most western corner of that parcel of land conveyed to the City of San Leandro by deed recorded July 1, 1974, on Reel 3718, at Image 139, Alameda County Records, said corner being also a point on a curve, tangent to the southwestern line of last said parcel, said curve being concave to the northeast, having a radius of 821.00 feet; thence northwesterly along said curve, through a central angle of $10^{\circ} 08' 31''$, a distance of 145.33 feet to a point on a tangent line; thence along last said line, north $32^{\circ} 29' 29''$ west 12.83 feet, more or less, to a point on a line drawn parallel with the southeastern line of said Lot 13 and distant 391.58 feet northwesterly therefrom measured at right angles thereto; thence along last said parallel line, north $62^{\circ} 00'$ east 46.42 feet, more or less, to the southwestern line of the said right of way; thence along last said line, south $42^{\circ} 38'$ east to the point of beginning.

A.P. No.: 77B-1165-2-6

PARCEL SIX: (Tract 7092)

Portion of Lot 10, according to the "Partition Map of the Land of the Leonard Stone Estate", filed October 8, 1895, Map Book 15, Page 36, in the office of the County Recorder of Alameda County, and described in the Deed from Diamond Building Materials, Inc., to William B. Brown, James F. Brown and Thomas T. Brown, recorded January 10, 1978, on Reel 5214, at Images 488, 489 and 490, Alameda County Records.

Excepting therefrom a strip of land, 40 feet in width, the northwestern line of said strip being described as follows:

Beginning at the intersection of the northeastern line of said Lot 10 and the northwestern line of said portion of Lot 10 described in said Deed, and extending southwesterly, 178 feet, more or less, to the northeastern line of Fremont Avenue, formerly Sutter Street, as said Avenue is shown upon Tract Map 1507, filed March 15, 1955, Book 35, Pages 68 and 69, Alameda County Records.

A.P. No.: 77B-1165-5-2

EXHIBIT B