

13

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

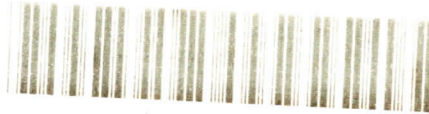
City of San Leandro
City Hall
835 E. 14th Street
San Leandro, CA 94577
Attention: City Clerk



2012327706

10/04/2012 01:19 PM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O. CONNELL
RECORDING FEE: 45.00



11 PGS

AAJ: PORTION OF
077B-0853-027-02

(SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE)

GRANT DEED FOR PUBLIC RIGHT OF WAY EASEMENT

This Grant Deed for Public Right of Way Easement ("Agreement") is entered into on this 3RD day of OCTOBER, 2012 ("Effective Date") by and between 1910 Fairway LLC ("Grantor"), owner in fee of that certain real property to be granted as described below, and the City of San Leandro, a California municipal corporation ("City" or "Grantee") (collectively, the "Parties").

RECITALS

1. Grantor is the owner of that certain real property located at 1910 Fairway Drive, San Leandro, California, 94577, APN 077B 0853 027 02 (the "Property").
2. A portion of Fairway Drive in a location that fronts onto the Property will be widened to accommodate development of the Kaiser Permanente Hospital in San Leandro.
3. Grantor desires to convey to City an easement over a portion of the Property for street-widening purposes, so long as the floor area ratio (FAR) calculation of the Property is unaffected by this grant of easement.

GRANT AGREEMENT

1. Grant of Public Right of Way Easement. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and conveys to Grantee a permanent right of way easement over the Property described in Exhibit A, subject to the conditions set forth in this Agreement (the "Easement").
2. Purpose and Use of Easement. Grantee may use the Easement to maintain, inspect, repair and improve the Easement, for street purposes and appurtenances thereto, over, under, along, across and through all the Easement, including but not limited to the installation, removal and modification of the street pavement, sidewalk, curb, gutter, pedestrian ramps, landscaping, street trees, lighting, stormwater treatment facilities, storm drain facilities, irrigation, curb markings, traffic control devices, parking signs, waste and recycling receptacles, benches, wayfinding signs, bus shelters, newspaper racks, security cameras, bicycling racks and parking, and other utilities.

3. Covenant Running With the Land; Binding on Successors. The Easement created under this Agreement and each term, condition and covenant contained in this Agreement constitutes a covenant running with the land and inures to the benefit of and is binding upon the Parties and their respective successors and assigns, including, without limitation, all subsequent owners of the Property burdened hereby or any portion thereof or interest therein. It is the intent of the Parties that the Easement granted hereby and all agreements set forth herein shall be "covenants running with the land" binding upon the Property.

4. No Barriers. Except as may be required under existing or future laws, codes, rules or regulations, Grantor shall not construct or maintain any wall, fence or barrier of any kind that impairs or impedes access to, or use of, the Easement on or adjacent to the Easement.

5. Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Parties in accordance with this Section. All such notices shall be sent by:

- (i) personal delivery, in which case notice is effective upon delivery; or
- (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; or
- (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or
- (iv) facsimile transmission or email, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile or email shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a non-business day.

To Grantee:

City of San Leandro
City Hall
835 E. 14th Street
San Leandro, CA 94577
Attn: City Manager
Telephone No.: (510) 577.3351
Facsimile No.: (510) 577.3340

With a copy to:

Meyers Nave
555 12th Street, Suite 1500
Oakland, CA 94607
Attention: City Attorney
Telephone No.: (510) 808-2000
Facsimile No.: (510) 444-1118
Email: jwilliams@meyersnave.com

To Grantor:

Stephen E. Fagalde
President
Scott's Restaurants
255 Third Street, Suite 102
Oakland, CA 94607

With a copy to:

Conrad D. Breece
Morris Polich & Purdy LLP
One Embarcadero Center, Suite 400
San Francisco, CA 94111

6. Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Any legal action filed in connection with this Agreement shall be filed in the Superior Court of Alameda County, California or in the Federal District Court for the Northern District of California.

7. Severability. If any term, provision, covenant or condition contained in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall continue in full force and effect unless the rights and obligations of the Parties are materially altered or abridged by such invalidation, voiding or unenforceability.

8. Indemnity. Grantee shall indemnify, defend and hold harmless Grantor from and against any and all claims, demands, liabilities, judgments, losses, costs and expenses (including reasonable attorneys' fees and expenses) arising from or related to Grantee's construction or maintenance of the Easement including any damage to property or injury to any person, except to the extent the same are caused by Grantor's gross negligence or willful misconduct.

9. Representation. This Agreement is executed voluntarily by each of the Parties hereto, both of which have had the opportunity to obtain legal advice by independent counsel of their choice as to the content and effect of this Agreement.

10. Authorization. Each signatory to this Agreement warrants that he or she has full authority to execute this Agreement on behalf of and thus bind the entity represented.

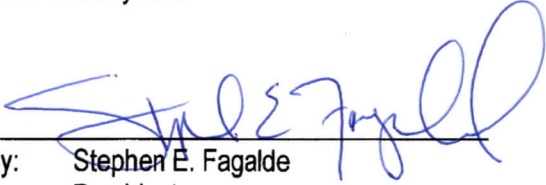
11. No Effect upon Grantor's Property of Floor Area Ratio Calculation. It is understood and agreed by the Parties that as a condition of Grantor's grant of easement pursuant to this Agreement the

calculation of floor area ratio (FAR) for the Property, as that term is defined in Article 3 of section 1-304 of the City's Zoning Code, shall be unaffected by the grant of easement. Therefore, upon the execution of this grant of easement for purposes of calculating FAR the City holds the total lot area of the Grantor's parcel unchanged, such that the total lot area of the parcel shall include the area of the easement granted.

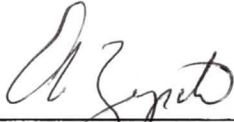
SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Grant Deed for Easement as of the Effective Date first written above.

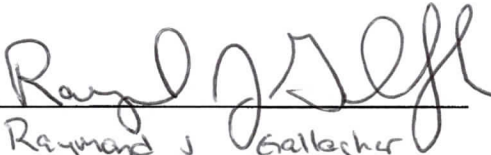
GRANTOR,
1910 Fairway LLC


By: Stephen E. Fagalde
Its: President

GRANTEE,
City of San Leandro

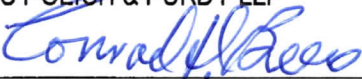

By: Chris Zapata
Its: City Manager

ATTEST:


By: Raymond J. Gallagher
Its: member

APPROVED AS TO FORM:

MORRIS POLICH & PURDY LLP


By: Conrad D. Breece
Its: Attorney

ATTEST:


By: Marian Handa
Its: City Clerk

APPROVED AS TO FORM:


By: Jayne Williams
Its: City Attorney

STATE OF CALIFORNIA)

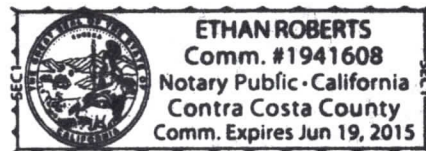
COUNTY OF ALAMEDA)

On August 17, 2012, before me, Ethan Roberts, notary public, (here insert name and title of the officer), personally appeared Stephen E. Fagalde, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



STATE OF CALIFORNIA)

COUNTY OF ALAMEDA)

On Sept. 13, 2012, before me, MARY HUSTACE FOSTER, NOTARY PUBLIC, (here insert name and title of the officer), personally appeared CHRIS ZAPATA, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Mary Hustace Foster (Seal)



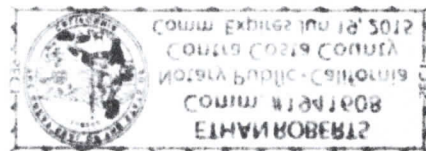


Exhibit A

EASEMENT DESCRIPTION

(Insert legal description)

EXHIBIT "A"

**LEGAL DESCRIPTION
1910 FAIRWAY DRIVE
RIGHT OF WAY DEDICATION
SAN LEANDRO, CALIFORNIA**

ALL THAT CERTAIN REAL PROPERTY IN THE RANCHO SAN LEANDRO, CITY OF SAN LEANDRO, COUNTY OF ALAMEDA AND STATE OF CALIFORNIA, BEING A PORTION OF THE LAND DESCRIBED IN THE DEED RECORDED JUNE 12, 2007 AS DOCUMENT NUMBER 2007219301, ALAMEDA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINES OF FAIRWAY DRIVE AND MERCED STREET;

THENCE SOUTH 63°18'38" WEST ALONG THE CENTERLINE OF FAIRWAY DRIVE, A DISTANCE OF 264.96 FEET;

THENCE SOUTH 26°41'22" EAST A DISTANCE OF 40.00 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF FAIRWAY DRIVE, AT THE POINT OF BEGINNING;

THENCE NORTH 63°18'38" EAST A DISTANCE OF 194.94 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE SOUTH;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, WITH RADIUS OF 30.00 FEET AND CENTRAL ANGLE OF 89°59'34" FOR AN ARC DISTANCE OF 47.12 FEET TO A POINT OF TANGENCY AT AN INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF MERCED STREET;

THENCE SOUTH 26°41'48" EAST ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF MERCED STREET A DISTANCE OF 5.50 FEET TO A POINT OF CUSP, AT AN INTERSECTION WITH THE ARC OF A TANGENT CURVE, CONCAVE TO THE SOUTH;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, WHOSE CENTER BEARS SOUTH 63°18'12" WEST, WITH RADIUS OF 30.00 FEET AND CENTRAL ANGLE OF 89°59'34" FOR AN ARC DISTANCE OF 47.12 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 63°18'38" WEST A DISTANCE OF 194.94 FEET;

THENCE NORTH 26°41'22" WEST A DISTANCE OF 5.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 1237 SQUARE FEET, MORE OR LESS.

THE PROPERTY DESCRIBED HEREON IS SHOWN ON THE ATTACHED PLAT, EXHIBIT "B", AND BY REFERENCE, MADE A PART HEREOF.

FILE: 1910 FAIRWAY RW 7-29-11.doc
July 29, 2011



A handwritten signature in black ink, appearing to read "David W. Betham", written over the bottom portion of the professional seal.

Project Number 605162
1910 Fairway Right of Way Dedication
July 31, 2011

Figure Name: 1910 Fairway R/W Dedication

Course: N 63-18-38 E	Distance: 194.94
Arc Length: 47.12	Radius: 30.00 Delta: 89-59-34
Course: S 26-41-48 E	Distance: 5.50
Arc Length: 47.12	Radius: 30.00 Delta: -89-59-34
Course: S 63-18-38 W	Distance: 194.94
Course: N 26-41-22 W	Distance: 5.50

Perimeter: 495.12

Area: 1237.08 0.03 acres
Mapcheck Closure - (Uses listed courses & COGO Units)
Error of Closure: 0.001 Course: N 62-57-11 W
Precision 1: 422428.63

Figure Name: 1910 Fairway R/W Dedication

North: 2082838.09	East: 6079040.36
Course: N 63-18-38 E	Distance: 194.94
North: 2082925.65	East: 6079214.53
Arc Length: 47.12	Radius: 30.00 Delta: 89-59-34
Tangent: 30.00	Chord: 42.42 Ch Course: S 71-41-35 E
Course In: S 26-41-22 E	Out: N 63-18-12 E
Ctr North: 2082898.84	East: 6079228.00
End North: 2082912.32	East: 6079254.81
Course: S 26-41-48 E	Distance: 5.50
North: 2082907.41	East: 6079257.28
Arc Length: 47.12	Radius: 30.00 Delta: -89-59-34
Tangent: 30.00	Chord: 42.42 Ch Course: N 71-41-35 W
Course In: S 63-18-12 W	Out: N 26-41-22 W
Ctr North: 2082893.93	East: 6079230.48
End North: 2082920.73	East: 6079217.00
Course: S 63-18-38 W	Distance: 194.94
North: 2082833.17	East: 6079042.83
Course: N 26-41-22 W	Distance: 5.50
North: 2082838.09	East: 6079040.36

Perimeter: 495.12

Area: 1237.08 0.03 acres
Mathematical Closure - (Uses Survey Units)
Error of Closure: 0.000 Course: S 90-00-00 E
Precision 1: 495123861.14

1910 Fairway - Closure.doc



A handwritten signature in black ink, appearing to read "David W. Betram", written over the bottom right portion of the professional seal.

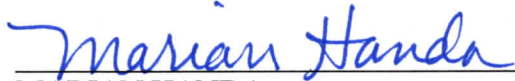
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by Deed or Grant, dated September 13, 2012, from 1910 Fairway LLC 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. 2005-143, adopted by the City Council of the City of San Leandro on October 17, 2005, and the grantee consents to recordation thereof by its duly authorized officer.

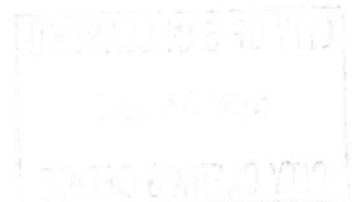
Dated: September 13, 2012

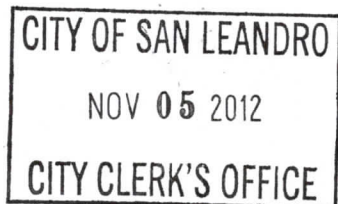
Seal:





MARIAN HANDA
City Clerk of the City of San Leandro





SCANNED

NOV 05 2012

CITY CLERK'S OFFICE

Scan Operator: _____

340998

cc: Tara Peterson / ET
Austin Osakwe / ET
Pauline Tablang / ET