CITY OF SAN LEANDRO

INTEROFFICE MEMO

CITY ATTORNEY'S OFFICE
OCT 19 1977
CITY OF SAN LEANDRO

TO Bill Rugg, Glenn Forbes

DATE Oct. 17, 1977

FROM Mort Calvert

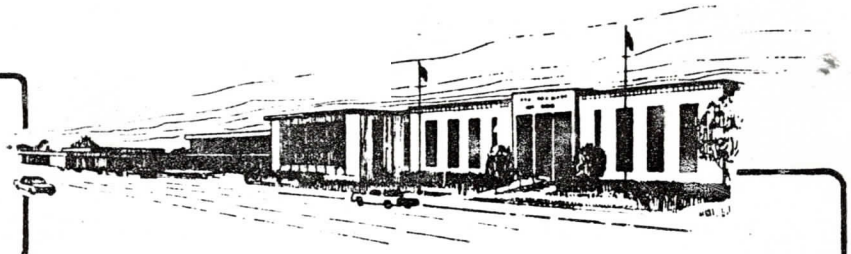
SUBJECT Abandonment of W. Estudillo and Washington

Attached, as you requested, is a copy of the Engineer's Report for the subject abandonments. Also, as you requested, what next?

WMC/ag
Attach.

Mort

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



October 13, 1977

The Honorable City Council
City of San Leandro

Subject: Abandonment of West Estudillo Avenue between East 14th Street and Hays Street and Washington Avenue between Davis Street and West Joaquin Avenue

The following documents are attached as a portion of this report:

Exhibit A - Plot Plan (Dwg. 617 Case 1603)
Exhibit B - Legal Description (LD 77-47)

GENERAL

The affected streets are shown as public streets on the "Map of the Town of San Leandro" filed February 27, 1855 in Book 2 of maps at Page 43, Alameda County Records. West Estudillo is currently fully improved with pavement, curb, gutter and sidewalk for its full length, as is Washington Avenue from West Joaquin to West Estudillo. From West Estudillo to Davis, Washington Avenue is being used as a part of a parking lot and the downtown plaza.

The request to abandon these streets came from the Redevelopment Agency as a portion of the Orchard Park project. It is my understanding that at the time this abandonment is complete, the Redevelopment Agency will have all of the underlying fee under its control, so that the abandoned streets may be incorporated into the Orchard Park development.

ACCESS AND EASEMENT REQUIREMENTS

The abandonment of these streets will not deprive any parcels access to a public street, except one parcel which is owned by the Redevelopment Agency. This parcel lies adjacent to the walkway, which is owned by the City, in front of the theaters.

The serving utilities were notified of the proposed abandonment and all have responded. They each indicated the location of their facilities within the area to be abandoned and that these facilities would be relocated following the completion of an agreement with the City and Redevelopment Agency.

OTHER NEEDS

Even though a portion of Washington Avenue is now used as a parking lot and parking is allowed along both streets, the abandonment will not cause a long term parking shortage. It is anticipated that there will be adequate parking in nearby lots to handle the parking needs of the downtown area during the construction of the Orchard Park Center. Once Orchard Park is complete, downtown shoppers and business people will be able to use the over 900 spaces in the Orchard Park garage.

There are no existing or proposed bikeways within the area to be abandoned. No other bicycle or pedestrian needs are anticipated for the area to be abandoned.

RECOMMENDATION

I find that the portions of West Estudillo Avenue and Washington Avenue, as described in Exhibit B, are unnecessary for present and future public use. I recommend that the City Council proceed with the requested abandonment.

Respectfully submitted,

R. H. Ward
Public Works Director
and City Engineer

RHW/BS/aj
Attach.

Real property in the City of San Leandro, County of Alameda, State of California, being a portion of Washington Avenue, formerly Watkins Street and West Estudillo Avenue, formerly Ward Street, as said streets are shown on the "Map of the Town of San Leandro" filed February 27, 1855 in Book 2 of Maps at Page 43, Alameda County Records, and being further described as follows:

Beginning at the intersection of southwest line of East 14th Street, formerly Hayward Avenue, with the southeast line of West Estudillo Avenue; thence southwesterly along the last said line, 99.05 feet to the northeast line of Washington Avenue; thence southeasterly along the last said line 300.00 feet to the northwest line of West Joaquin Avenue, formerly Hepburn Street; thence along the southwesterly prolongation of the last said line, 60.00 feet to the southwest line of Washington Avenue; thence northwesterly along the last said line, 300.00 feet to the southeast line of West Estudillo Avenue; thence southwesterly along the last said line 289.00 feet; thence northwesterly at right angles to the last said line, 80.60 feet to the northwest line of West Estudillo Avenue; thence northeasterly along the last said line 289.00 feet to the southwest line of Washington Avenue; thence northwesterly along the last said line 300.00 feet to the southeast line of Davis Street; thence northeasterly, easterly, and southeasterly along a curve, tangent to the the last said line and concave to the south, having a radius of 30.00 feet, through a central angle of 70° 40' 16" a distance of 37.00 feet to the northwest prolongation of the southwest line of East 14th Street; thence southeasterly along the last said line 82.76 feet to the northeast line of Washington Avenue; thence southeasterly along the last said line 201.83 feet to the northwest line of West Estudillo Avenue; thence northeasterly along the last line 70.79 feet to the southwest line of East 14th Street; thence southeasterly along the southeast prolongation of the last said line 85.41 feet to the BEGINNING.

The above described parcel of land contains 65,366 square feet, more or less

LD 77-47
Dwg. 617, Case 1603
Washington/West Estudillo Abandonment
City

EXHIBIT B

CITY OF SAN LEANDRO

INTEROFFICE MEMO

CITY ATTORNEY'S OFFICE
FEB 5 1973
CITY OF SAN LEANDRO

TO R. Ward, PUblic Works Director

DATE February 2, 1973

FROM L. E. Riordan, Assistant City Manager

SUBJECT Caterpillar Tractor Company--Sanitary Sewer

Attached is a copy of a January 24, 1973 letter to the City Manager restating our contractual obligations in regard to this subject. I presume you will be following through, as you have been, in seeing that these obligations are fulfilled.

Lee Riordan

LER:ed
cc: City Attorney

FORM 063

CATERPILLAR TRACTOR CO.

Peoria, Illinois 61602

January 24, 1973

City of San Leandro
Civic Center
835 E. 14th Street
San Leandro, California 94557

Attention: Mr. Wesley McClure
City Manager

Sanitary Sewer in Alvarado Street

In accordance with Item 2 of the letter of understanding between Caterpillar and the City of San Leandro dated March 30, 1972 and agreed to April 10, 1972, whereby the City is to construct a replacement sanitary sewer (to take the place of the one in Alvarado St.) in a different location mutually satisfactory to Caterpillar and the City, Caterpillar hereby agrees to the location of the replacement sewer as shown on Drawings 179 and 180, case 505, approval dated 1-15-73, which form a part of the City of San Leandro Contract Book for Alvarado Street Sanitary Sewer Relocation, Project No. 73-635, dated January 22, 1973.

At the time the contract for this work is awarded, the City will provide Caterpillar an estimate of the cost for which Caterpillar is to pay, which will represent the difference between (a) the cost of constructing the relocated replacement sanitary sewer and (b) the estimated cost of rebuilding the sanitary sewer in its present location. Within one month from the date of receipt of this estimate Caterpillar will deposit with the City its share of the estimated cost of the work.

Final billing will take place after completion of the contract based on actual monies expended in a manner similar to the recent street reconstruction work in which Caterpillar participated, the City providing Caterpillar a final accounting with either a bill for the balance due or a refund for the amount of deposit in excess.

Very truly yours,

Richard L. Johnson

Manager
Facilities Planning G. O.

RLJohnson
Telephone: 675-4536

st

CITY OF SAN LEANDRO

INTEROFFICE MEMO

CITY ATTORNEY'S OFFICE

FEB 5 1973

CITY OF SAN LEANDRO

TO R. Ward, Public Works Director

DATE February 2, 1973

FROM L. E. Riordan, Assistant City Manager

SUBJECT Caterpillar Tractor Company--Alvarado Street Abandonment

The attached letter requests that the City undertake street abandonment proceedings on seventy-five feet of Alvarado fronting Caterpillar's newly acquired property at 943 Alvarado. Please review this request. If you feel it is appropriate at this time, please proceed with the City Attorney's Office in taking the necessary steps for abandonment.

L Riordan
Lee Riordan

LER:ed
cc: City Attorney

Attachment

FORM 063

CATERPILLAR TRACTOR CO.

Peoria, Illinois 61602

January 24, 1973

City of San Leandro
Civic Center
835 E. 14th Street
San Leandro, CA 94557

ATTN: Mr. Wesley McClure
City Manager

Gentlemen:

Caterpillar Tractor Co. has just recently acquired the property at 943 Alvarado Street in San Leandro. This property abutts the west side of Alvarado Street and has a frontage of 75 feet that is situated between a point lying 75 feet easterly of Antonio Street and the westerly limits of that part of Alvarado Street previously vacated.

With reference to Item 1 of the letter of understanding between the City of San Leandro and Caterpillar Tractor Co. dated March 30, 1972, please undertake the proceedings necessary to vacate this 75 feet of the street.

Very truly yours,

Richard L Johnson
Manager
Facilities Planning G.O.

RLJohnson
Telephone 309/675-4536
GEJ:ch

April 25, 1972

Caterpillar Tractor Co.
100 Northeast Adams Street
Peoria, Illinois 61602

Attention: Mr. Ronald Crowell
Supervising Engineer
Design & Construction Division

Re: Alvarado Street Vacation

Dear Mr. Crowell:

Enclosed are executed copies of the Cost Sharing Agreement and letter of understanding previously forwarded to the City of San Leandro by your office, together with a resolution approving the agreement which also authorizes the execution of the letter of understanding.

Thank you for your co-operation in concluding this rather difficult matter.

Very truly yours,

Glenn A. Forbes
City Attorney

GAF:aw

Enclosures

CITY OF SAN LEANDRO

INTEROFFICE MEMO

TO Public Works DATE 4/19/72

CITY ATTORNEY'S OFFICE

FROM Deputy City Clerk

APR 21 1972

4:45 pm PH

SUBJECT Caterpillar Agreement

CITY OF SAN LEANDRO

Enclosed please find a copy of Resolution No. 72-98 which you requested to send to the main Caterpillar Office in Peoria.

Dennis

Dennis J. Smith, Deputy City Clerk

DJS:kk

4-20

City Atty -

I'm forwarding these to you to send to Peoria because you have handled it to date.

R Hickard

FORM 063

CATERPILLAR TRACTOR CO.

Peoria, Illinois 61602

April 3, 1972

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

Attention: Mr. Wesley McClure,
City Manager

Gentlemen:

Alvarado Street Vacation

Enclosed are two copies of a Cost Sharing Agreement and letter of understanding regarding the various aspects of the vacation of Alvarado Street. These have been executed on behalf of Caterpillar and are ready for execution by the City of San Leandro. Upon your execution please date both copies of the agreement and return the carbon copy of each document for our files.

Upon receipt of our copy of the fully executed documents, we will forward you deeds for the two small parcels of right-of-way needed for the improvement as outlined in paragraph 4.

As a matter of information, some time ago Mr. Ward provided us preliminary copies of the plans, specifications and cost estimate which we find acceptable. We had telephone conversation today on this subject and Mr. Ward is to send final drawings, specifications and cost estimate for us to officially review and approved in accordance with paragraph 6 of the agreement.

Very truly yours,

RDCrowell

Supervising Engineer
Design & Construction Division

RDCrowell
Telephone: (309) 675-5041
ml

Enc.

CITY OF SAN LEANDRO

INTEROFFICE MEMO

TO City Clerk DATE April 7, 1972

FROM City Attorney's Office

SUBJECT Alvarado Street Vacation -- Cost-Sharing Agreement Caterpillar Tractor Co.

Attached are two copies of Cost-Sharing Agreement and Letter of Understanding. All copies have been executed by Caterpillar Tractor Co. After all copies have been executed by the Mayor and dated please return executed carbon copies to Public Works Director and retain originals for your file.

BW

cc: Public Works Director

FORM 063

CITY OF SAN LEANDRO

INTEROFFICE MEMO

TO: CITY CLERK

DATE: April 1, 1993

FROM: CITY ATTORNEY'S OFFICE

SUBJECT: Viewridge Street Association -- Cost-Sharing Agreement Caterpillar Tractor Co.

Attached are two copies of Cost-Sharing Agreement and letter of Indemnification.

All copies have been executed by Caterpillar Tractor Co. After all copies have been executed by the Mayor and dated please return directed carbon copies to Public Works Director and keep original for your file.

BM

cc: Public Works Director

CITY OF SAN LEANDRO

INTEROFFICE MEMO

TO City Manager

DATE 4/6/72

FROM R. H. Ward, P. W. Director R H Ward

CITY ATTORNEY'S OFFICE
APR 6 - 1972
CITY OF SAN LEANDRO
3:45 pm

SUBJECT Caterpillar Cost-sharing Agreement

Herewith are original and copy of:

1. Letter of transmittal dated 4/3/72 from Caterpillar
2. Cost-sharing agreement re vacation of Alvarado St., and improving portions of Martinez and Antonio Streets
3. Letter of understanding dated 3/30/72 re vacating balance of Alvarado Street between Davis and Antonio, reconstruction or relocation of sanitary sewer, and abandonment of storm drain in Alvarado St. between Davis and Antonio.

The cost-sharing agreement was reviewed by Public Works and the City Attorney's office in November. All pertinent amendments were made at that time and are incorporated herein.

The letter of understanding is as we had previously agreed upon.

These documents are in order as far as this office is concerned and I recommend Council approval.

CC: City Attorney
File

FORM 063

CITY OF SAN LEANDRO

INTEROFFICE MEMO

TO: City Manager

DATE: 4/6/72

FROM: R. Z. Ward, P. E. Director

SUBJECT: Caterpillar Cost-sharing Agreement

Herewith are original and copy of:

1. Letter of transmittal dated 4/3/72 from Caterpillar

2. Cost-sharing agreement re vacation of Alvarado St., and improvised portions of Hartman and Antonio Streets

3. Letter of warrantability dated 3/30/72 re vacating balance of Alvarado Street between Davis and Antonio, reconstruction or relocation of sanitary sewer, and abandonment of storm drain in Alvarado St. between Davis and Antonio.

The cost-sharing agreement was reviewed by Public Works and the City Attorney's office in November. All preliminary amendments were made so that they are incorporated herein.

The letter of warrantability is as we had previously agreed upon.

These documents are in order as far as this office is concerned and I recommend Council approval.

CC: City Attorney
PZW

CITY ATTORNEY'S OFFICE

APR 6 - 1972

CITY OF SAN LEANDRO

CITY OF SAN LEANDRO

INTEROFFICE MEMO

TO Carter DATE February 15, 1972

FROM Glenn

SUBJECT Caterpillar--Alvarado Street Vacation

Apparently the Caterpillar lawyers in Peoria have informed the local people that there is some sort of a 25-year period involved before Caterpillar would get control under adverse possession of the Alvarado Street properties if vacated.

Will you research and summarize the adverse possession provisions of the law and contact Tony ~~Pavic~~ Pavack of the local Caterpillar plant, as well as the Peoria offices with the results.

Carter: Phone number + Name - San Leandro Plant
Tony Pavack - 483-6000
Spoke to him about infor.

Peoria: Gary Vandlest - 309-675-4277
Talked to him on 2/15/72. The 25 yr refers to the situation where a lien is under a disability. Then more than 5 yrs is involved. They wish to bring a quiet title action now, rather than in 5 yrs. I suggested he check out the possibility of a presumption in abutting ownership for vacation of streets. He hasn't decided what they will do yet.

CJS

FORM 063

Carter

March 12, 1979

Carterhillar--Alvarado Street Location

Apparently the Carterhillar leaders in Detroit have informed the local people that there is some sort of a 15-year period involved before Carterhillar would get control under adverse possession of the Alvarado Street properties it acquired.

Will you research and summarize the adverse possession provisions of the law that contract law I am of the local Carterhillar plant, as well as the Peoria offices with the results.

CATERPILLAR TRACTOR CO.

Peoria, Illinois 61602

CITY ATTORNEY'S OFFICE
OCT 14 1971
CITY OF SAN LEANDRO

October 12, 1971

City of San Leandro
Civic Center
835 East 14th Street
San Leandro, CA 94577

Attention: Mr. Glenn Forbes,
City Attorney

Dear Sir:

Alvarado Street Vacation

Enclosed is a draft of the proposed Cost-Sharing Agreement between the City and Caterpillar relative to the Alvarado Street vacation and the improvements to Martinez and Antonio Streets. In conversation last Friday with Mr. Van Tine of our San Leandro Plant, we learned that it is highly probable that an existing PG&E gas main will be left in place in Alvarado Street. If this materializes, mention of the gas main will have to be added to paragraph 1.(a).

Within the week we expect to send you an expression of intention in letter form with regard to the future disposition of the sanitary and storm sewers in Alvarado St. and the question of the future vacation of the remainder of the street should Caterpillar ever acquire the remaining property on Alvarado south of Antonio.

We believe this document fairly represents the understandings arrived at regarding the vacation. If after reviewing it you have comments, we will be happy to receive them. Otherwise on your notification that the document is acceptable and in agreement with the title report, we will submit it to our officers for final approval and signature.

Very truly yours,

Ronald D. Crowell

Supervising Engineer
Design & Construction Division

RDCrowell
Phone: (309) 675-5041
ml
Attach.

CITY OF SAN LEANDRO

INTEROFFICE MEMO

TO W. R. Rugg, Community Development Director DATE July 19, 1971

FROM R. H. Ward, Public Works Director

SUBJECT Alvarado Street Vacation

Attached is a copy of a letter delivered to me Friday, July 16, 1971, from Caterpillar Tractor Co., by Mr. Van Tine and Mr. Pavack, advising that they wish to have Alvarado Street abandoned, and will pave Martinez and Antonio Streets for alternate access to properties to their north.

We probably should accept this proposal without considering alternates further. However, Mr. Van Tine and Mr. Pavack said the alternate idea involving Davis Street was an economic standoff, but was more speculative on their part while this proposal clearly satisfied their needs.

In any event, Engineering is proceeding with street construction plans. I am satisfied with their decision, but if further thoughts are in order on our part, I suggest we immediately get together on them, because Caterpillar is proceeding with their plan strictly according to this letter.

Bill, if you have strong feelings contrary to this letter, of if the Manager has, I assume you will arrange an early meeting among us to discuss them.

R H Ward

R. H. Ward

P. W. Director

RHW/jbt
attachment
cc: City Manager
City Attorney

FORM 063

CATERPILLAR TRACTOR CO.

Peoria, Illinois 61602

Received 7-16-71
R Ward

Mr. Richard H. Ward
Public Works Director
814 East 14th Street
San Leandro, California 94577

Gentlemen: Alvarado Street Vacation

Caterpillar Tractor Co. requests the City of San Leandro to vacate Alvarado St. under the terms of Alternate I discussed with you in conference with Mr. McClure and Mr. Forbes, and Messers. Pavack and Crowell of Caterpillar on June 18, 1971.

In general, Alternate I will require Caterpillar to reimburse the City the full cost of construction of a 36 foot wide substitute access along Martinez and Antonio Streets. The exact details of the terms of the vacation are to be worked out in a formal agreement between the City and Caterpillar.

Very truly yours,

A. Parry
A. Parry
Manager

Telephone 483-6000

C. L. VAN TINE

Plant Engineer
CATERPILLAR TRACTOR CO.
San Leandro, California 94577

Telephone 483-6000

ANTONE PAVACK

Manufacturing Manager
CATERPILLAR TRACTOR CO.
San Leandro, California 94577

CITY OF SAN LEANDRO

INTEROFFICE MEMO

TO R. H. Ward

FROM W. M. Calvert

SUBJECT Alvarado St. "Cat" Proposal

DATE 12/31/70

Van Tine called and advised that "Cat" was going to make a formal request for abandonment of Alvarado.

Van Tine is preparing a preliminary proposal for consideration of his management and us regarding the disposition of the existing utilities. It is still preliminary but briefly his proposal contains the following:

(1) Street to be abandoned, Davis to Antonio. Residence at southwest corner will probably remain. Cat. will fence that portion of the ROW which they acquire.

(2) 24" storm drain - To remain in place. City to abandon. "Cat" will assume operation and maintain service to other users eliminating need to construct other lines to continue serving up stream areas.

(3) Alvarado Sewer - Abandon old - build new. "Cat" to own and maintain and provide service to others now being served.

(4) Water line - Abandon line in Alvarado - construct new line in Martinez to line in Antonio. "Cat" will move their service point on Alvarado to Antonio.

(5) Gas and electric lines - Relocate to Martinez and Antonio and "Cat" relocate service.

They will continue to work on the details of the above from their end and contact us with a formal proposal sometime in January.

Mort

To keep you posted, the above doesn't indicate what the City will gain but I assume Van Tine was outlining the physical implications at this stage and intentionally refrained from suggesting who gets what or who bears the cost of relocations.

R. H. Ward

WMC/jbt

FORM 063

TO 77 (10-67)
NOTICE OF RETURNED DOCUMENTS

TI

1/3/72 copy to P.W. by G personally

Title Insurance and Trust Company

P.O. Box 636, San Leandro , CA 94577
Phone: 357-9341

CITY ATTORNEY'S OFFICE
DEC 27 1971
CITY OF SAN LEANDRO

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

Our No. SL 192370

Your No. Same

Date December 22, 1971

We are sending you the items checked below:

- ☐ Receipted tax bill which has served our purpose.
- ☐ Copy of covenants, conditions and restrictions ordered by you.
- ☐ Escrow Instructions dated
- ☐ Preliminary Title Report dated as of
- ☐ Recorded instrument which you sent to us for examination.
- ☐ Plat to be used with the order number shown above.
- ☐ Policy of Title Insurance per your instructions.
- ☒ Preliminary Report (Three copies.)

Ruth J. Holder
Escrow or Title Officer

RUTH J. HOLDER

RJH/tf

Title Insurance and Trust Company
1409 WASHINGTON AVENUE, SAN LEANDRO, CALIFORNIA 94577
PLEASE REPLY TO P. O. BOX 636
TELEPHONE: 415 357-9341

PRELIMINARY REPORT

WHEN REPLYING REFER TO OUR ORDER NUMBER: SL-192370

CITY OF SAN LEANDRO
835 EAST 14TH STREET
SAN LEANDRO, CALIFORNIA

ATTENTION: GLEN FORBES
CITY ATTORNEY

PLANT ACCOUNT: SL 51, ALVARADO STREET

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE, TITLE INSURANCE AND TRUST COMPANY HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE FORM POLICY OF TITLE INSURANCE DESCRIBING THE LAND AND THE ESTATE OR INTEREST THEREIN HEREINAFTER SET FORTH, INSURING AGAINST LOSS WHICH MAY BE SUSTAINED BY REASON OF ANY DEFECT, LIEN OR ENCUMBRANCE NOT SHOWN OR REFERRED TO AS AN EXCEPTION BELOW OR NOT EXCLUDED FROM COVERAGE PURSUANT TO THE PRINTED SCHEDULES, CONDITIONS AND STIPULATIONS OF SAID POLICY FORM.

THIS REPORT, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO, IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE, A BINDER OR COMMITMENT SHOULD BE REQUESTED.

DATED AT 7:30 A.M. AS OF NOVEMBER 26, 1971

ESCROW/TITLE OFFICER: RUTH HOLDER

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS A FEE.

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

CATERPILLAR TRACTOR COMPANY, A CALIFORNIA CORPORATION BY DEED DATED MAY 14, 1925 RECORDED MAY 18, 1925, IN BOOK 961, OFFICIAL RECORDS, PAGE 149, TO THE EASTERLY 30.30 FEET OF THE SOUTHERLY 690 FEET.

PHILIP W. DAVIS
EMMA NYE DAVIS
HARRIETT PHYLLIS DAVIS
NYELENE DAVIS
LILLIAN MYRTLE DAVIS
THOMAS H. DAVIS, SR.
VIRGINIA DAVIS PERKINS
PAULINE DAVIS FRANKLIN
THOMAS HENRY DAVIS, JR.
TO THE NORTHERLY 330 FEET

THE HEIRS AND DEVISEES OF L. R. SNOW, DECEASED TO THE WESTERLY 30.30 FEET OF THE SOUTHERLY 690 FEET.

AT THE DATE HEREOF EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS CONTAINED IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. GENERAL AND SPECIAL COUNTY AND CITY TAXES FOR THE FISCAL YEAR 1971-72, NOT ASSESSED.

2. THE RIGHTS OF THE PUBLIC IN AND TO THE USE OF THE PROPERTY HEREINAFTER DESCRIBED FOR STREET OR HIGHWAY PURPOSES.

NOTE:

THE PERSONS NAMED ENTITLE TO THE NORTHERLY 330 FEET ARE THE PRESENT SUCCESSORS IN INTEREST OF RECORD OF STEPHEN G. NYE.

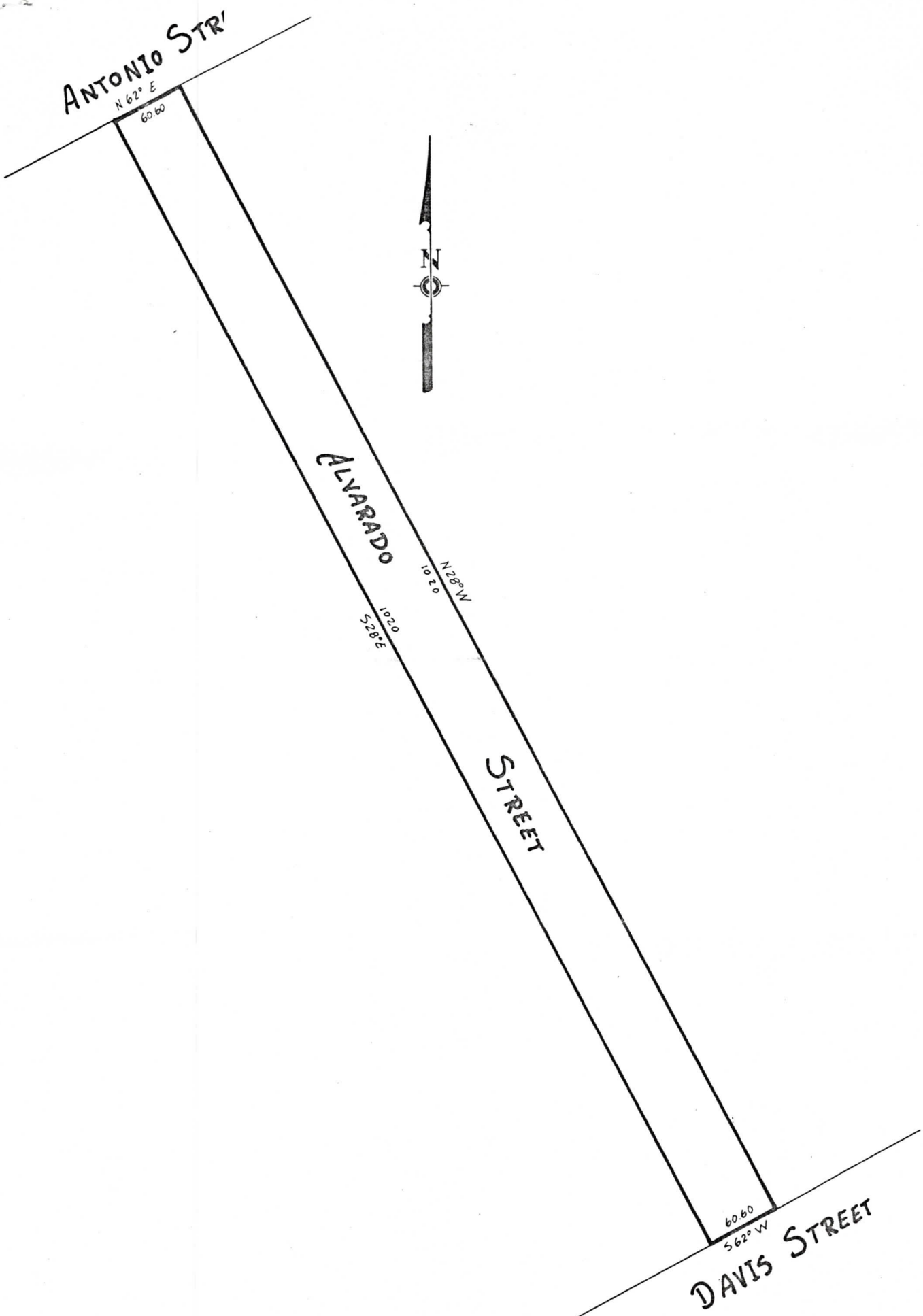
DESCRIPTION:

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ALAMEDA, CITY OF SAN LEANDRO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERN LINE OF DAVIS STREET WITH THE SOUTHWESTERN LINE OF ALVARADO STREET, AS SAID STREETS ARE SHOWN ON THE MAP HEREINAFTER REFERRED TO; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERN LINE OF ALVARADO STREET, 1,020 FEET TO THE SOUTHEAST LINE OF ANTONIO STREET; THENCE NORTH 62° EAST 60.60 FEET TO THE NORTHEASTERN LINE OF ALVARADO STREET; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERN LINE OF ALVARADO STREET 1,020 FEET TO THE NORTHWESTERN LINE OF DAVIS STREET; THENCE SOUTH 62° WEST 60.60 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF ALVARADO STREET AS SAID STREET IS DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED, "MAP OF THE TOWN OF SAN LEANDRO, COUNTY SEAT OF ALAMEDA COUNTY, SURVEYED FOR THE PROPRIETORS FEBRUARY 1855 BY H. A. HIGLEY, COUNTY SURVEYOR" FILED FEBRUARY 27, 1855 IN BOOK 1 OF MAPS, AT PAGE 19, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

TO 232 C



THIS IS NOT A SURVEY OF THE LAND BUT IS COMPILED FOR INFORMATION BY THE TITLE INSURANCE AND TRUST COMPANY FROM DATA SHOWN BY THE OFFICIAL RECORDS.

b.c. R. H. Ward
L. E. Riordan

November 3, 1971

Caterpillar Tractor Co.
100 Northeast Adams Street
Peoria, Illinois 61602

Attention: Mr. Ronald Crowell
Supervising Engineer
Design & Construction Division

Dear Mr. Crowell:

Enclosed is a copy of the proposed ordinance for vacating a portion of Alvarado Street. This ordinance cannot be adopted until the cost-sharing agreement between the City and Caterpillar Tractor Co. is executed.

Copies of the proposed agreement and letter of intent are returned herewith for certain changes needed to satisfy the City, none of which seems to substantially affect our original intentions. They are as follows:

Letter of Intent:

Since the City cannot agree in advance of a public hearing and legislative action to vacate a public street, we can agree only to undertake those proceedings necessary for such vacation.

Cost-Sharing Agreement:

Paragraph 1. Again, we agree to "undertake" action. Since gas and water lines are still in Alvarado Street and will be for an indefinite time, the rights of Pacific Gas and Electric Company and the East Bay Municipal Utility District must be added.

Paragraph 2. Include an additional item after Item (d), "(e) Adjustment, repair or rehabilitation of railroad spur crossing." The last item will be changed to "(f)."

Paragraphs 5 and 8. Engineering costs are expected to run between 10% and 15%; therefore, as agreed in your telephone conversation with our Director of Public Works, please change these figures to 12% and 112% respectively.

Sheet 1 of Exhibit A. The portion of right of way to be granted at the corner of Martinez and Antonio is not exactly as shown on the drawing and has been modified as you requested to be at least 1' clear of the building foundation. The exact detail of this parcel, which as shown will clear the building by about 1 1/2', is shown on our Drawing 547, Case 1602. A sepia copy of the drawing is included in case you wish to make it a part of your exhibit and save some detailed drafting.

In reference to your letter forwarded on October 25, 1971, concerning the understandings and intentions with regard to the future disposition of the sanitary and storm sewers between Davis and Antonio, the only suggested change is as indicated in paragraph one relating to vacation. This change consists of the addition of the words "undertake all proceedings necessary to" and is necessary for the same reasons set forth above.

If the above modifications are acceptable to your company, please have two copies of the cost-sharing agreement and the letter of future intention signed and returned to us at your earliest convenience.

In the meantime, we are continuing with construction plans and hope to have them to you for approval within 60 days.

Very truly yours,

Glenn A. Forbes
City Attorney

GAF:aw

Enclosures

ITY OF SAN LEANDRC

INTEROFFICE MEMO

CITY ATTORNEY'S OFFICE
NOV 2 - 1971
CITY OF SAN LEANDRO

TO R. H. Ward DATE November 2, 1971

FROM James M. McSharry

SUBJECT Agreement with Caterpillar Tractor Co. re Alvarado and Martinez Streets

Returned herewith are your draft letter and proposed cost-sharing agreement with my notations. Also included is a draft letter of intent for you to send back for correction.

CITY ATTORNEY'S OFFICE
NOV 2 - 1971
CITY OF SAN LEANDRO

JMcS:aw

11-2-71 Jim
OK by me R Howard

FORM 063

October 29, 1971

LETTER OF INTENT:
SINCE THE CITY CANNOT AGREE IN ADVANCE OF A PUBLIC HEARING AND LEGISLATIVE ACTION TO VACATE A PUBLIC STREET, WE CAN AGREE ONLY TO UNDERTAKE THOSE PROCEEDINGS NECESSARY FOR SUCH VACATION.

COST-SHARING AGREEMENT:

Mr. Ronald Crowell
Supervising Engineer
Design & Construction Division
Caterpillar Tractor Co.
100 Northeast Adams Street
Peoria, Illinois 61602

Dear Ron:

Herewith is a copy of the proposed ordinance for vacating Alvarado Street. Final passage must await signing of the cost-sharing agreement between the City and Caterpillar.

~~A copy~~ COPIES of the proposed agreement ~~is~~ AND LETTER OF INTENT ARE being returned herewith for the certain changes needed to satisfy the City, none of which seems to substantially affect our original intentions. They are as follows:

Paragraph 1: Since gas and water lines are still in Alvarado Street and will be for an indefinite time, the rights of Pacific Gas & Electric Co. and the East Bay Municipal Utility District must be added.

Paragraph 2. Include an additional item after Item (d), "Adjust, repair or rehabilitate railroad spur crossing."

Paragraphs 5 and 8: We expect our engineering costs to run somewhere between 10 and 15% so as we compromised over the phone, please change these figures to 12% and 112% respectively.

Sheet 1 of Exhibit A: The portion of right of way to be granted at the corner of Martinez and Antonio is not exactly like it is shown on the drawing and has been modified as you requested to be at least 1' clear of the building foundation. The exact detail of this parcel, which as shown will clear the building by about 1½', is shown on our Drawing 547, Case 1602. I have included a sepia copy of the drawing in case you wish to make it a part of your exhibit and save some detailed drafting.

AGAIN, WE AGREE TO "UNDERTAKE" ACTION.

Mr. Moneta Cronell
Supervising Engineer
Deaton & Construction Division
Carmichael Tractor Co.
100 Northeast Adams Street
Peoria, Illinois 61605

Dear Mon:

Herewith is a copy of the proposed ordinance for amending Alvarado Street. Final language must await advice of the court-ordered settlement between the City and Carmichael.

A copy of the proposed settlement is attached herewith for your information. It seems to resolve the City's none of which seems to be certain changes needed to satisfy the City's interests. They are as follows:

Paragraph 1: Since Eva and Peter lines are still in already supposedly effect out original intentions.

Paragraph 2: Street and will be for an indefinite time, the rights of Pacific Gas & Electric Co. and the Eva Del Monterey Utility District must be added.

Paragraph 3: We expect our engineering costs to run somewhere between 10 and 15% so we've combined your two phone, please change those figures to 15% and 11%% respectively.

Paragraph 4: Include an additional item after item (g), "Walls: repair or reconstruction adjacent upon completion."

Paragraph 5: Include an additional item after item (h)

At the center of Martinez and Alvarado is not exactly like it is shown on the drawing and has been modified as you requested to be at least 1 meter of the pollution connection. The exact detail of this header is shown on our drawing 3W1, case 1005. I have included a white copy of the drawing which as shown will clear the pollution by about 1½' is shown on our drawing 3W1, case 1005. I have included a white copy of the drawing in case you wish to make it a part of your exhibit and save some detailed question.

Sheet 1 of Exhibit A: The portion of right of way to be Rezoned at the corner of Martinez and Alvarado is not exactly like it is shown on the drawing and has been modified as you requested to be at least 1 meter of the pollution connection. The exact detail of this header is shown on our drawing 3W1, case 1005. I have included a white copy of the drawing in case you wish to make it a part of your exhibit and save some detailed question.

Sincerely yours,

Peter Del Monte
Director of Public Works & Public Utilities

Attachments

Copy: Mayor Ernesto Alvarado
City Council members
Peter Del Monte
Director of Public Works & Public Utilities
Carmichael Tractor Co.
Deaton & Construction Division
Supervising Engineer
Mr. Moneta Cronell

October 25, 1987

If the above modifications are acceptable to your company, please have at least two copies signed and returned to us at your earliest convenience.

The second reading of the abandonment ordinance is scheduled for November 15 so if the agreements arrive before then, this part of the project will be concluded at that time.

In the meantime, we are continuing with construction plans and hope to have them to you for approval within about 60 days.

Very truly yours,

Attachments

If the above modifications are acceptable to your company, please have at least two copies signed and returned to us at your earliest convenience.

The second reading of the abandonment ordinance is scheduled for November 15 so if the agreements arrive before then, this part of the project will be concluded at that time.

In the meantime, we are continuing with construction plans and hope to have them to you for approval within about 60 days.

Very truly yours,

Attachments

ITY OF SAN LEANDR(

INTEROFFICE MEMO

TO Wes McClure, City Manager Dick Ward, P. W. Director DATE 10/27/71

FROM Jim McSharry, City Attorney's Office

SUBJECT Alvarado Street Vacation

Since the Council last night passed to print the ordinance vacating Alvarado Street, it is necessary that we firm up our agreement with Caterpillar.

Please respond to my memo of 10/14/71.

CITY ATTORNEY'S OFFICE
NOV 3 - 1971
CITY OF SAN LEANDRO

J. McSharry

McSharry
11-2 Returned in person. Since correspondence so far sent to atty's office, prefer you to reply. I left message with Mr Walker. R Howard

ph

FORM 063

copy to Dick Ward

CATERPILLAR TRACTOR CO.

Peoria, Illinois 61602

October 25, 1971

CITY ATTORNEY'S OFFICE
OCT 28 1971
CITY OF SAN LEANDRO

City of San Leandro
Civic Center
835 East 14th Street
San Leandro, CA 94577

Attention: Mr. Glenn Forbes,
City Attorney

Dear Sir:

Alvarado Street Vacation

Enclosed is a draft of a letter to be used to express understandings and intentions with regard to the future disposition of the sanitary and storm sewers in Alvarado Street and the future vacation of the remainder of that part of the street lying between Davis and Antonio.

As with the draft of the cost sharing agreement which I sent to you earlier, it is believed that this letter fairly represents the understandings reached in our negotiations. If you will review the letter and return it with your comments and/or approval, I will prepare it for signature concurrently with the cost sharing agreement.

Very truly yours,

Ronald D Crowell

Supervising Engineer
Design & Construction Division

RDCrowell
Phone: (309) 675-5041
ml

Enc.

DRAFT

City of San Leandro
San Leandro, California

Gentlemen:

During the course of negotiations between Caterpillar Tractor Co. and the City of San Leandro which resulted in a cost-sharing agreement for improvements to portions of Martinez and Antonio Streets, certain understandings were reached which, primarily because they related to actions that might or will occur at some future time, were not proper for inclusion in the cost-sharing agreement. We believe, however, these understandings should be stated in writing. They are:

1. Vacation of a portion of Alvarado Street. If Caterpillar Tractor Co. acquires the property abutting the west side of Alvarado Street between Davis and Antonio Streets it does not presently own, the City will UNDERTAKE ALL PROCEEDINGS NECESSARY TO vacate that portion of Alvarado Street between Davis and Antonio Streets it has not previously vacated, without charge to Caterpillar Tractor Co.

2. Sanitary sewer in Alvarado Street. Instead of reconstructing the existing sanitary sewer in Alvarado Street between Davis and Antonio Streets, the City will construct, within a reasonable period of time, a replacement sanitary sewer in a different location, mutually satisfactory to Caterpillar Tractor Co. and the City. Caterpillar Tractor Co. will pay to the City an amount representing the difference between (a) the cost of constructing the relocated replacement sanitary sewer, and (b) the estimated cost of rebuilding the sanitary sewer in its present location. The estimated cost referred to in (b) shall be determined at the

time the contract for the work referred to in (a) is awarded. When the replacement sanitary sewer is placed in service, the City will take appropriate action to transfer its right, title and interest in the existing sanitary sewer in Alvarado Street between Davis and Antonio Streets to Caterpillar Tractor Co. without charge.

3. Storm sewer in Antonio Street. Upon completion of a county flood control project, designated P-15-1, the City will have no further need for the storm sewer located in Alvarado Street between Davis and Antonio Streets. When this occurs, the City will take appropriate action to transfer its right, title and interest in the storm sewer in Alvarado Street between Davis and Antonio Streets to Caterpillar Tractor Co. without charge.

If you agree that our understandings are as stated above, please sign the enclosed copy of this letter and return it to us.

Sincerely yours,

CATERPILLAR TRACTOR CO.

By_____

Agreed this _____ day of

_____, 1971.

CITY OF SAN LEANDRO, CALIF.

By_____

CITY OF SAN LEANDRO

INTEROFFICE MEMO

TO W. McClure, City Manager
R. Ward, Dir. Public Works

DATE 10/14/71

FROM James M. McSharry, Asst. City Attorney

SUBJECT Alvarado Street Vacation

I attach a copy of a draft of an agreement between the City and Caterpillar Tractor Company covering abandonment of Alvarado Street and improvement of Martinez and Antonio Streets. Please review and advise whether the proposed agreement embodies the substance of the verbal agreement with Caterpillar as you understand it.

James M. McSharry
Asst. City Attorney

nf

FORM 063

CITY OF SAN LEANDRO

INTEROFFICE MEMO

TO: W. McClure, City Manager
R. Mott, Dir. Public Works

DATE: 10/14/71

FROM: James M. McSpearin, Asst. City Attorney

SUBJECT: Alameda Parcel Vacation

I attach a copy of a draft of an agreement between the City and Carentbilter Tractor Company covering abandonment of Alameda Street and improvement of Martinez and Manuela Streets. Please review and advise whether the proposed agreement embodies the substance of the verbal agreement with Carentbilter as I understand it.

James M. McSpearin
Asst. City Attorney

TM

IN THE CITY COUNCIL OF THE CITY OF SAN LFANDRO

ORDINANCE NO. 74 - 43

AN ORDINANCE VACATING A PORTION OF ALVARADO STREET

Recitals

The City Council of the City of San Leandro on June 24, 1974, passed its Resolution of Intention No. 74-189 to vacate a portion of Alvarado Street, (a public street in the City of San Leandro) as hereinafter described.

A public hearing was set for August 5, 1974, at which time any person objecting to such vacation was given the opportunity to appear and show cause why such vacation should not be ordered, and notice of such meeting was duly published and posted.

Such hearing was held by the City Council on August 5, 1974, and the City Council at the time of such hearing determined that said portion of Alvarado Street was unnecessary for present or prospective public use.

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

Section 1. That a portion of Alvarado Street located within the City of San Leandro, Alameda County, California, is unnecessary for present or prospective public use and said portion of Alvarado Street is hereby vacated and abandoned, reserving and excepting therefrom, until such time as all utilities are relocated outside the area proposed to be vacated, easements and rights of way to construct, maintain, operate, replace, remove, renew and enlarge sanitary sewers, storm drains and public utility services now existing in said area, including all necessary and convenient appurtenant structures and incidental purposes thereto, including access; said portion of Alvarado Street is more particularly described as follows:

> Real property in the City of San Leandro, County of Alameda, State of California, described as follows:
>
> That portion of Alvarado Street lying southerly of the south line of Antonio Street, and northerly of the north line of that portion of Alvarado Street vacated by City of San Leandro Ordinance No. 73-77, recorded December 27, 1973, on Reel 3579 at Image 134, Alameda County Records, as said streets are shown on the map of the "Town of San Leandro, County Seat of Alameda County," filed February 27, 1855, in Book 2 of Maps at page 43, Alameda County Records.
>
> The above described parcel of land contains 4,545 square feet, more or less.

Section 2. This ordinance shall take effect thirty (30) days after adoption and shall be published once prior to adoption.

Introduced by Councilman Polvorosa on this 5th day of August 1974, and passed to print by the following called vote:

Members of the Council:

Ayes:	Councilmen Coppa, Frazier, Gill, Polvorosa, Seymon, Suerstedt; Mayor Maltester	(7)
Noes:	None	(0)
Absent:	None	(0)

Attest:_____
Richard H. West, City Clerk

Passed and adopted this 12th day of August, 1974, after publication on August 12, 1974, by the following called vote:

Members of the Council:

Ayes:	Councilmen Frazier, Gill, Polvorosa, Suerstedt; Mayor Maltester	(5)
Noes:	None	(0)
Absent:	Councilmen Coppa, Seymon	(2)

_____
JACK D. MALTESTER
Mayor of the City of San Leandro

Attest:_____
Richard H. West, City Clerk

IN THE CITY COUNCIL OF THE CITY OF SAN LEANDRO

ORDINANCE NO. 73 - 77

AN ORDINANCE VACATING A PORTION OF ALVARADO STREET

Recitals

The City Council of the City of San Leandro on October 29, 1973, passed its Resolution of Intention No. 73-273 to vacate a portion of Alvarado Street, (a public street in the City of San Leandro) as hereinafter described.

A public hearing was set for November 19, 1973, at which time any person objecting to such vacation was given the opportunity to appear and show cause why such vacation should not be ordered, and notice of such meeting was duly published and posted.

Such hearing was held by the City Council on November 19, 1973, and the City Council at the time of such hearing determined that said portion of Alvarado Street was unnecessary for present or prospective public use.

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

Section 1. That a portion of Alvarado Street located within the City of San Leandro, Alameda County, California, is unnecessary for present or prospective public use and said portion of Alvarado Street is hereby vacated and abandoned, reserving and excepting therefrom, until such time as all utilities are relocated outside the area proposed to be vacated, easements and rights of way to construct, maintain, operate, replace, remove, renew and enlarge sanitary sewers, storm drains and public utility services now existing in said area, including all necessary and convenient appurtenant structures and incidental purposes thereto, including access; said portion of Alvarado Street is more particularly described as follows:

> Real property in the City of San Leandro, County of Alameda, State of California, being a portion of Alvarado Street, described as follows:
>
> That portion of Alvarado Street lying southerly of a line drawn parallel with and 75 feet southerly at right angles from the south line of Antonio Street, and northerly of the north line of that portion of Alvarado Street vacated by City of San Leandro Ordinance No. 71-30, recorded January 23, 1973 on Reel 3326 at Image 87, Alameda County Records, as said streets are shown on the map of the "Town of San Leandro, County Seat of Alameda County", filed February 27, 1855, in Book 2 of Maps at page 43, Alameda County Records.
>
> The above described parcel of land contains 4,545 square feet, more or less.

Section 2. This ordinance shall take effect thirty (30) days after adoption and shall be published once prior to adoption.

Introduced by Councilman Polvorosa on this 19th day of November, 1973, and passed to print by the following called vote:

Members of the Council:

Ayes:	Councilmen Coppa, Gill, Nahm, Polvorosa, Suerstedt; Mayor Maltester	(6)
Noes:	None	(0)
Absent:	Councilman Kant (excused)	(1)

Attest:_____
Richard H. West, City Clerk

Passed and adopted this 26th day of November, 1973, after publication on November 26, 1973, by the following called vote:

Members of the Council:

Ayes:	Councilmen Coppa, Gill, Nahm, Polvorosa; Mayor Maltester	(5)
Noes:	None	(0)
Absent:	Councilmen Kant, Suerstedt - excused	(2)

_____
JACK D. MALTESTER
Mayor of the City of San Leandro

Attest:_____
Richard H. West, City Clerk

10/31/73/j

IN THE CITY COUNCIL OF THE CITY OF SAN LEANDRO

RESOLUTION NO. 72 - 98

RESOLUTION APPROVING AGREEMENT
(Caterpillar Tractor Co.)

An agreement between the City of San Leandro and the Caterpillar Tractor Co., 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 the Mayor is hereby authorized and directed to execute the same and the Letter of Understanding attached thereto on behalf of this City.

Introduced by Councilman Nahm and passed and adopted this 10th day of April, 1972, by the following called vote:

Members of the Council:

Ayes:	Councilmen Coppa, Kant, Nahm, Polvorosa, Pomares, Suerstedt; Mayor Maltester	(7)
Noes:	None	(0)
Absent:	None	(0)

Jack D. Maltester
Mayor of the City of San Leandro

Attest: Richard H. West
Richard H. West, City Clerk

4/7/72/aw

CATERPILLAR TRACTOR CO.

March 30, 1972

City of San Leandro
San Leandro, California

Gentlemen:

During the course of negotiations between Caterpillar Tractor Co. and the City of San Leandro which resulted in a cost-sharing agreement for improvements to portions of Martinez and Antonio Streets, certain understandings were reached which, primarily because they related to actions that might or will occur at some future time, were not proper for inclusion in the cost-sharing agreement. We believe, however, these understandings should be stated in writing. They are:

1. Vacation of a portion of Alvarado Street. If Caterpillar Tractor Co. acquires the property abutting the west side of Alvarado Street between Davis and Antonio Streets it does not presently own, the City will undertake all proceedings necessary to vacate that portion of Alvarado Street between Davis and Antonio Streets it has not previously vacated, without charge to Caterpillar Tractor Co.

2. Sanitary sewer in Alvarado Street. Instead of reconstructing the existing sanitary sewer in Alvarado Street between Davis and Antonio Streets, the City will construct, within a reasonable period of time, a replacement sanitary sewer in a different location, mutually satisfactory to Caterpillar Tractor Co. and the City. Caterpillar Tractor Co. will pay to the City an amount representing the difference between (a) the cost of constructing the relocated replacement sanitary sewer, and (b) the estimated cost of rebuilding the sanitary sewer in its present location. The estimated cost referred to in (b) shall be determined at the time the contract for the work referred to in (a) is awarded. When the replacement sanitary sewer is placed in service, the City will take appropriate action to transfer its right, title and interest in the existing sanitary sewer in Alvarado Street between Davis and Antonio Streets to Caterpillar Tractor Co. without charge.

3. Storm sewer in Antonio Street. Upon completion of a county flood control project, designated P-15-1, the City will have no further need for the storm sewer located in Alvarado Street between Davis and Antonio Streets. When this occurs, the City

will take appropriate action to transfer its right, title and interest in the storm sewer in Alvarado Street between Davis and Antonio Streets to Caterpillar Tractor Co. without charge.

If you agree that our understandings are as stated above, please sign the enclosed copy of this letter and return it to us.

Sincerely yours,

CATERPILLAR TRACTOR CO.

By H. L. Haumann

Agreed this 10th day of April, 1972.

CITY OF SAN LEANDRO

By R. H. West

R. H. West, City Clerk

CITY OF SAN LEANDRO

By Jack D. Maltester

Jack D. Maltester, Mayor

COST-SHARING AGREEMENT FOR CERTAIN STREET IMPROVEMENTS

This agreement is made between CATERPILLAR TRACTOR CO., a California corporation, hereinafter called Caterpillar, and the CITY OF SAN LEANDRO, CALIFORNIA, a municipal corporation, hereinafter called City.

1. The City agrees to undertake all action necessary to vacate that portion of Alvarado Street which is abutted on both sides by property owned by Caterpillar, as shown on Exhibit A attached hereto and made a part hereof. The City also will undertake all action necessary to grant and convey to Caterpillar without charge all right, title and interest it may own or hold in the land included within such portion of Alvarado Street subject to the rights of:

   (a) Pacific Gas and Electric Co. for existing natural gas lines, electric lines and poles.

   (b) Pacific Telephone and Telegraph Co. for existing telephone lines and poles.

   (c) City for existing storm and sanitary sewers.

   (d) East Bay Municipal Utility District for existing water lines and appurtenances.

2. The City agrees to make the improvements to Martinez Street and Antonio Street, as shown on Exhibit A, which consist of the following:

   (a) Bituminous concrete pavement 36 feet wide (face to face of curbs).

   (b) Concrete curb and gutter on both sides of the pavement.

   (c) Five feet wide concrete sidewalks along the east side of Martinez Street and the north side of Antonio Street.

   (d) Curbed returns on Martinez Street at its intersection with Davis Street.

   (e) Adjustment, repair or rehabilitation of railroad spur crossing.

   (f) Miscellaneous items including drainage, lighting, top-soiling behind curbs and additional items to complete the improvements.

3. The City will initiate, carry out and complete the improvements as outlined in paragraph 2 above and, without limiting the generality of the foregoing, will:

   (a) Prepare plans and specifications.

   (b) Receive bids and award a contract.

   (c) Furnish engineering and inspection during construction.

   (d) Cause the improvements to be constructed according to the plans, specifications and contract.

   (e) Pay all contract costs.

4. Caterpillar will grant and convey to the City, without charge, the land it now owns which is necessary to make the improvements to Martinez Street and Antonio Street as shown on Exhibit A, subject to rights of Caterpillar to the overhang of its existing building at the corner of Martinez and Antonio Street.

5. Caterpillar will reimburse the City for the total construction cost of all work required to complete the improvements described in paragraph 2, plus an amount equal to 12% of such total construction cost for engineering and inspection services performed by the City.

6. The City will furnish to Caterpillar, without charge, a copy of all plans, specifications and bidding documents prepared or to be prepared for use in connection with the improvements described in paragraph 2, and an estimate of cost. The City will not advertise for bids for completion of the improvements until said plans, specifications, bidding documents and estimate of cost are approved by Caterpillar. Said approval by Caterpillar will not be unreasonably withheld.

7. The City will not, without written approval of Caterpillar, award a contract for completion of the improvements described in paragraph 2 which (a) includes plans or specifications not previously approved by Caterpillar, or (b) is for an amount in excess of the estimate of cost previously approved by Caterpillar.

8. The City will notify Caterpillar when it awards a contract for completion of the improvements described in paragraph 2. Within one month after receipt of such notice, Caterpillar will deposit with the City a sum equal to 112% of the amount of the contract so awarded.

9. Upon completion of the improvements described in paragraph 2 in accordance with the contract awarded by the City, the City will furnish Caterpillar such evidence of amounts expended for work and materials under the contract as Caterpillar may reasonably request, including, without limiting the generality of the foregoing, copies of the contract awarded, itemized invoices including unit prices and all waivers secured by the City as contractor. After such evidence is furnished and the exact amount of the cost is determined, the City and Caterpillar will make a settlement of final costs as provided in paragraph 5. If the sum deposited by Caterpillar in accordance with paragraph 8 is less than the amount of the reimbursement provided for in paragraph 5, Caterpillar will pay the amount of the difference to the City; if the sum deposited is more than the amount of the reimbursement, the City will refund the amount of the difference to Caterpillar.

10. Notwithstanding the reimbursement agreed to by Caterpillar herein, the City will be considered the sole owner in contracting for the work to be performed as outlined herein; and the City shall indemnify, defend and hold harmless Caterpillar, its officers, employees and agents, from and against any and all loss, cost, damage, expense and claims of any nature whatsoever (including, without limiting the generality of the foregoing, claims for consequential damages, loss of profits and those for injury to property of Caterpillar) which arise from, during or in connection

with the performance of the work under this agreement, except only such loss, cost, damage, expense and claims which result from the sole negligence of Caterpillar, its officers, employees or agents; and the City shall further require any contractor retained by the City in the performance of its work to indemnify Caterpillar along with the City in the same manner and shall support such indemnification with insurance certificates and Caterpillar shall have the right to inspect such insurance certificates and approve same prior to the commencement of the work.

11. Notices to Caterpillar provided for in this agreement shall be sent by U.S. mail, first class postage prepaid to:

Manager, Facilities Planning
Caterpillar Tractor Co.
100 N. E. Adams Street
Peoria, Illinois 61602

Executed in duplicate original this 10th day of April, 1972.

CITY OF SAN LEANDRO, CALIFORNIA

By _____
Title: Mayor

ATTEST:

_____
R. H. West, City Clerk

CATERPILLAR TRACTOR CO.

By _____
Title: Executive Vice President

ATTEST:

_____
Assistant Secretary

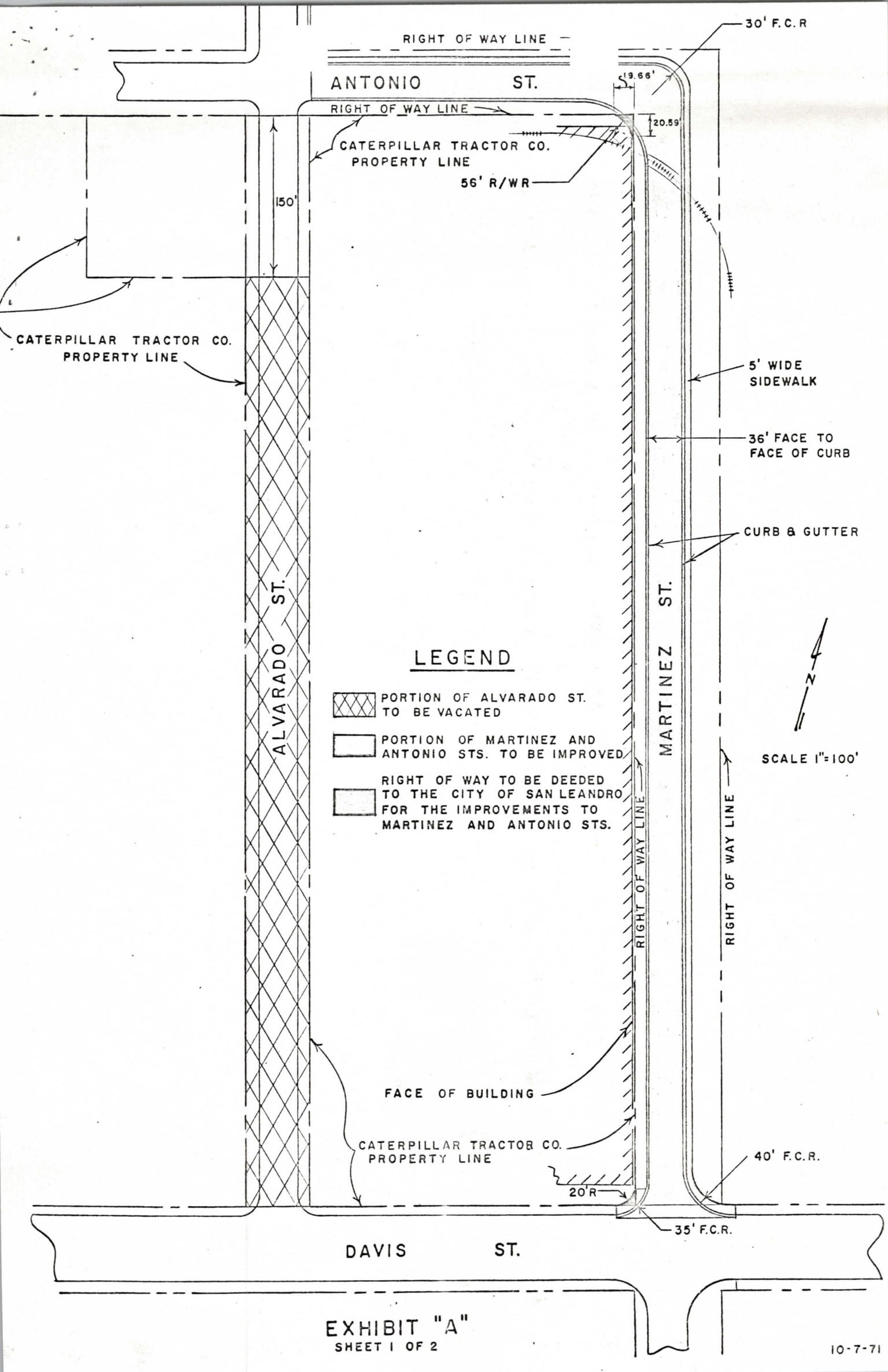
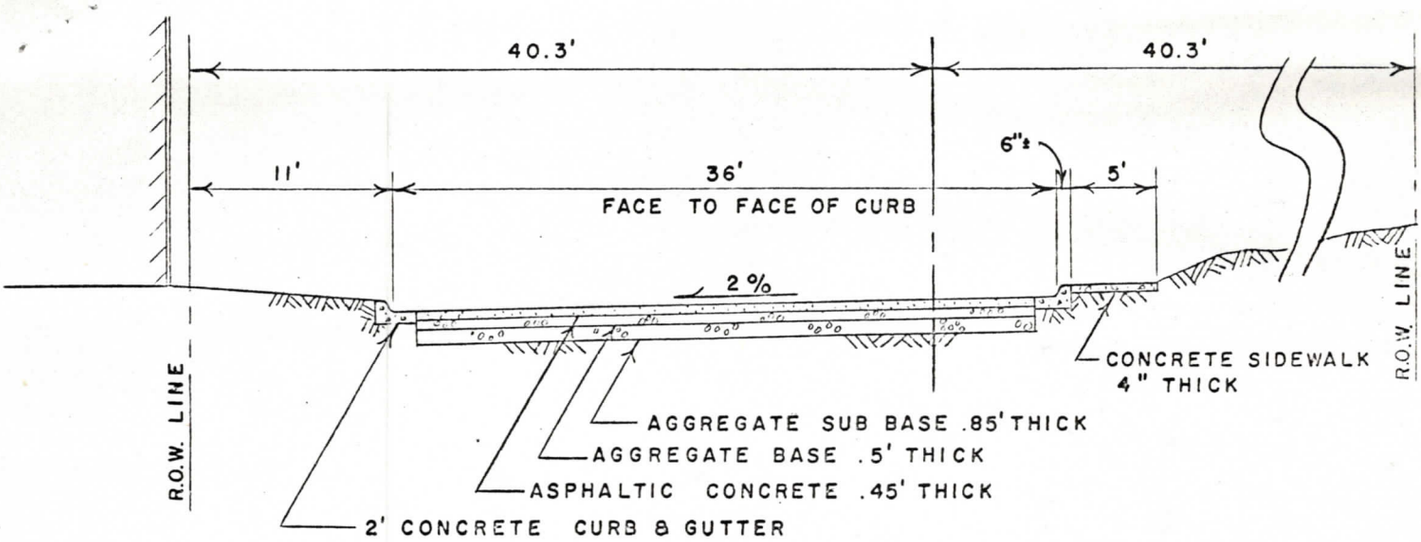


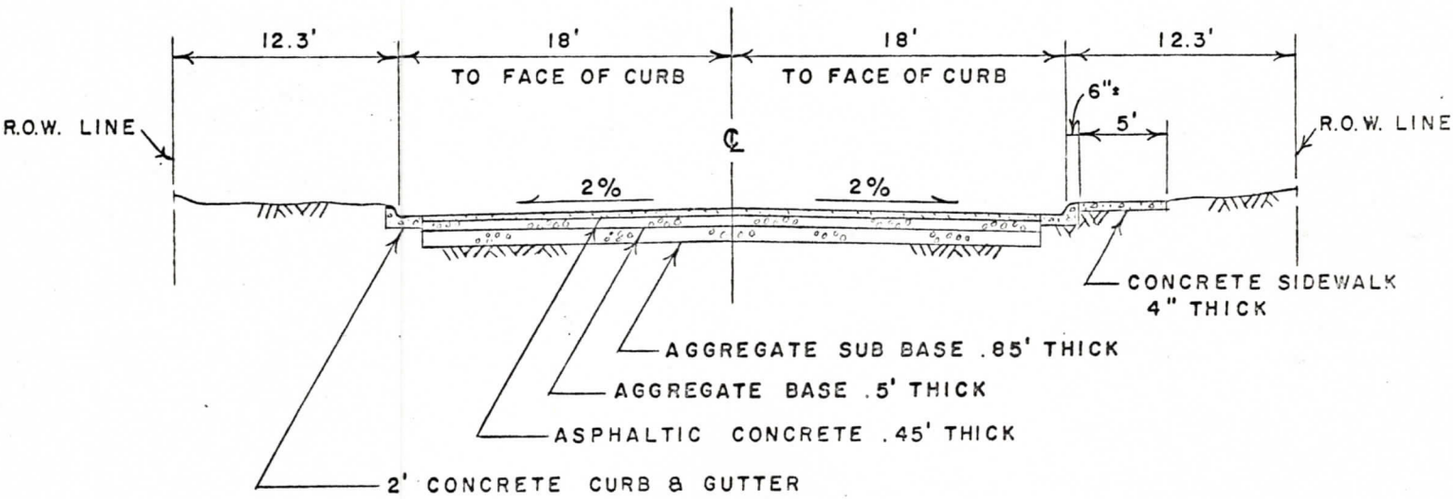
EXHIBIT "A"
SHEET 1 OF 2

10-7-71



TYPICAL SECTION FOR MARTINEZ STREET IMPROVEMENT
LOOKING NORTH

SCALE 1" = 10'



TYPICAL SECTION FOR ANTONIO STREET IMPROVEMENT
LOOKING WEST

SCALE 1" = 10'

EXHIBIT "A"
SHEET 2 OF 2

10-7-7

IN THE CITY COUNCIL OF THE CITY OF SAN LEANDRO

ORDINANCE NO. 71 - 30

AN ORDINANCE VACATING A PORTION OF ALVARADO STREET

Recitals

The City Council of the City of San Leandro on October 4, 1971, passed its Resolution of Intention No. 71-200 to vacate a portion of Alvarado Street (a public street in the City of San Leandro) as hereinafter described.

A public hearing was set for October 26, 1971, at which time any person objecting to such vacation was given the opportunity to appear and show cause why such vacation should not be ordered, and notice of such meeting was duly published and posted.

Such hearing was held by the City Council on October 26, 1971, and the City Council at the time of such hearing determined that said portion of Alvarado Street was unnecessary for present or prospective public use.

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

Section 1. That a portion of Alvarado Street located within the City of San Leandro, Alameda County, California, is unnecessary for present or prospective public use and said portion of Alvarado Street is hereby vacated and abandoned, reserving and excepting therefrom, until such time as all utilities are relocated outside the area proposed to be vacated, easements and rights of way to construct, maintain, operate, replace, remove, renew and enlarge sanitary sewers, storm drains and public utility services now existing in said area, including all necessary and convenient appurtenant structures and incidental purposes thereto, including access; said portion of Alvarado Street is more particularly described as follows:

> That portion of Alvarado Street lying northerly of the northwest line of Davis Street and lying southerly of a line drawn parallel with and 150 feet southerly at right angles from the southeast line of Antonio Street as said streets are shown on the map of the "Town of San Leandro, County Seat of Alameda County," filed February 27, 1855, in Book 2 of Maps at Page 43, Alameda County Records.
>
> The above-described parcel contains 52,722 square feet, more or less.

Section 2. This ordinance shall take effect thirty (30) days after adoption and shall be published once prior to adoption.

Introduced by Councilman Kant on this 26th day of October, 1971, and passed to print by the following called vote:

Members of the Council:

Ayes:	Councilmen Coppa, Kant, Nahm, Polvorosa, Pomares, Suerstedt; Mayor Maltester	(7)
Noes:	None	(0)
Absent:	None	(0)

Attest:_____
Richard H. West, City Clerk

Passed and adopted this 10th day of April, 1972, after publication on November 1, 1971, by the following called vote:

Members of the Council:

Ayes:	Councilmen Coppa, Kant, Nahm, Polvorosa, Pomares, Suerstedt; Mayor Maltester	(7)
Noes:	None	(0)
Absent:	None	(0)

_____
Jack D. Maltester
Mayor of the City of San Leandro

Attest:_____
Richard H. West, City Clerk

10/22/71/M/w

IN THE CITY COUNCIL OF THE CITY OF SAN LEANDRO

RESOLUTION NO. 71 - 200

RESOLUTION OF INTENTION TO VACATE
A PORTION OF ALVARADO STREET

The City Council of the City of San Leandro does RESOLVE as follows:

That the City Council hereby elects to proceed under the provisions of Chapter a.1 of Title V of the San Leandro Municipal Code of 1957.

It is the intention of the City Council to vacate a portion of Alvarado Street. Said Alvarado Street is a public street in the City of San Leandro, Alameda County, California, officially known and designated as Alvarado Street. That portion of Alvarado Street so proposed to be vacated and abandoned is described as follows:

> That portion of Alvarado Street lying northerly of the northwest line of Davis Street and lying southerly of a line drawn parallel with and 150 feet southerly at right angles from the southeast line of Antonio Street as said streets are shown on the map of the "Town of San Leandro, County Seat of Alameda County," filed February 27, 1855, in Book 2 of Maps at page 43, Alameda County Records.

The above-described parcel contains 52,722 square feet, more or less.

These proceedings are taken subject to the reservation and exception, (until such time as all utilities are relocated outside the area proposed to be vacated,) of (easements and rights of way to construct, maintain, operate, replace, remove, renew and enlarge sanitary sewers, storm drains and public utility services now existing in said area, including all necessary and convenient appurtenant structures and incidental purposes thereto, including access.)

Reference is hereby made to a map of said proposed vacation entitled "PLAT TO ACCOMPANY ENGINEER'S REPORT FOR VACATION OF A PORTION OF ALVARADO STREET," Drawing 417, Case No. 1603, dated October 4, 1971, on file in the office of the City Clerk for particulars as to the proposed vacation.

Notice is hereby given that on October 26, 1971, at 7:15 o'clock p.m. in the Council Chambers of the City Council of said City, City Hall, 835 East 14th Street, San Leandro, California, any and all persons having any objections to the proposed vacation of said portion of Alvarado Street may appear before said Council and show cause why said proposed vacation should not be ordered.

The City Clerk shall cause this Resolution of Intention to be published once in the official newspaper of the City of San Leandro. Said publication shall be not less than ten days prior to the date of hearing.

This resolution shall be posted conspicuously along the line of the portion of Alvarado Street to be vacated at least ten days before the date of hearing. Such resolution shall be posted not more than 300 feet apart, but at least three shall be posted.

Introduced by Councilman Polvorosa and passed and adopted this 4th day of October, 1971, by the following called vote:

Members of the Council:

Ayes:	Councilmen Coppa, Nahm, Polvorosa, Pomares, Suerstedt; Mayor Maltester	(6)
Noes:	None	(0)
Absent:	Councilman Kant	(1)

Jack D. Maltester
Mayor of the City of San Leandro

Attest:
Richard H. West, City Clerk

9/30/71/w

Alvarado Street Vacation - copy of agree. also filed under "C" agree.

IN THE CITY COUNCIL OF THE CITY OF SAN LEANDRO

RESOLUTION NO. 72 - 98

RESOLUTION APPROVING AGREEMENT
(Caterpillar Tractor Co.)

An agreement between the City of San Leandro and the Caterpillar Tractor Co., 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 the Mayor is hereby authorized and directed to execute the same and the Letter of Understanding attached thereto on behalf of this City.

Introduced by Councilman Nahm and passed and adopted this 10th day of April, 1972, by the following called vote:

Members of the Council:

Ayes:	Councilmen Coppa, Kant, Nahm, Polvorosa, Pomares, Suerstedt; Mayor Maltester	(7)
Noes:	None	(0)
Absent:	None	(0)

_____
Jack D. Maltester
Mayor of the City of San Leandro

Attest:_____
Richard H. West, City Clerk

4/7/72/aw

CATERPILLAR TRACTOR CO.

Peoria, Illinois 61602

March 30, 1972

City of San Leandro
San Leandro, California

Gentlemen:

During the course of negotiations between Caterpillar Tractor Co. and the City of San Leandro which resulted in a cost-sharing agreement for improvements to portions of Martinez and Antonio Streets, certain understandings were reached which, primarily because they related to actions that might or will occur at some future time, were not proper for inclusion in the cost-sharing agreement. We believe, however, these understandings should be stated in writing. They are:

1. Vacation of a portion of Alvarado Street. If Caterpillar Tractor Co. acquires the property abutting the west side of Alvarado Street between Davis and Antonio Streets it does not presently own, the City will undertake all proceedings necessary to vacate that portion of Alvarado Street between Davis and Antonio Streets it has not previously vacated, without charge to Caterpillar Tractor Co.

2. Sanitary sewer in Alvarado Street. Instead of reconstructing the existing sanitary sewer in Alvarado Street between Davis and Antonio Streets, the City will construct, within a reasonable period of time, a replacement sanitary sewer in a different location, mutually satisfactory to Caterpillar Tractor Co. and the City. Caterpillar Tractor Co. will pay to the City an amount representing the difference between (a) the cost of constructing the relocated replacement sanitary sewer, and (b) the estimated cost of rebuilding the sanitary sewer in its present location. The estimated cost referred to in (b) shall be determined at the time the contract for the work referred to in (a) is awarded. When the replacement sanitary sewer is placed in service, the City will take appropriate action to transfer its right, title and interest in the existing sanitary sewer in Alvarado Street between Davis and Antonio Streets to Caterpillar Tractor Co. without charge.

3. Storm sewer in Antonio Street. Upon completion of a county flood control project, designated P-15-1, the City will have no further need for the storm sewer located in Alvarado Street between Davis and Antonio Streets. When this occurs, the City

CATERPILLAR TRACTOR CO.

will take appropriate action to transfer its right, title and interest in the storm sewer in Alvarado Street between Davis and Antonio Streets to Caterpillar Tractor Co. without charge.

If you agree that our understandings are as stated above, please sign the enclosed copy of this letter and return it to us.

Sincerely yours,

CATERPILLAR TRACTOR CO.

By _____

Agreed this 10th day of April, 1972.

CITY OF SAN LEANDRO

By _____
Richard H. West, City Clerk

COST-SHARING AGREEMENT FOR CERTAIN STREET IMPROVEMENTS

This agreement is made between CATERPILLAR TRACTOR CO., a California corporation, hereinafter called Caterpillar, and the CITY OF SAN LEANDRO, CALIFORNIA, a municipal corporation, hereinafter called City.

1. The City agrees to undertake all action necessary to vacate that portion of Alvarado Street which is abutted on both sides by property owned by Caterpillar, as shown on Exhibit A attached hereto and made a part hereof. The City also will undertake all action necessary to grant and convey to Caterpillar without charge all right, title and interest it may own or hold in the land included within such portion of Alvarado Street subject to the rights of:

   (a) Pacific Gas and Electric Co. for existing natural gas lines, electric lines and poles.

   (b) Pacific Telephone and Telegraph Co. for existing telephone lines and poles.

   (c) City for existing storm and sanitary sewers.

   (d) East Bay Municipal Utility District for existing water lines and appurtenances.

2. The City agrees to make the improvements to Martinez Street and Antonio Street, as shown on Exhibit A, which consist of the following:

   (a) Bituminous concrete pavement 36 feet wide (face to face of curbs).

   (b) Concrete curb and gutter on both sides of the pavement.

   (c) Five feet wide concrete sidewalks along the east side of Martinez Street and the north side of Antonio Street.

   (d) Curbed returns on Martinez Street at its intersection with Davis Street.

   (e) Adjustment, repair or rehabilitation of railroad spur crossing.

   (f) Miscellaneous items including drainage, lighting, top-soiling behind curbs and additional items to complete the improvements.

3. The City will initiate, carry out and complete the improvements as outlined in paragraph 2 above and, without limiting the generality of the foregoing, will:

   (a) Prepare plans and specifications.

   (b) Receive bids and award a contract.

   (c) Furnish engineering and inspection during construction.

   (d) Cause the improvements to be constructed according to the plans, specifications and contract.

   (e) Pay all contract costs.

4. Caterpillar will grant and convey to the City, without charge, the land it now owns which is necessary to make the improvements to Martinez Street and Antonio Street as shown on Exhibit A, subject to rights of Caterpillar to the overhang of its existing building at the corner of Martinez and Antonio Street.

5. Caterpillar will reimburse the City for the total construction cost of all work required to complete the improvements described in paragraph 2, plus an amount equal to 12% of such total construction cost for engineering and inspection services performed by the City.

6. The City will furnish to Caterpillar, without charge, a copy of all plans, specifications and bidding documents prepared or to be prepared for use in connection with the improvements described in paragraph 2, and an estimate of cost. The City will not advertise for bids for completion of the improvements until said plans, specifications, bidding documents and estimate of cost are approved by Caterpillar. Said approval by Caterpillar will not be unreasonably withheld.

7. The City will not, without written approval of Caterpillar, award a contract for completion of the improvements described in paragraph 2 which (a) includes plans or specifications not previously approved by Caterpillar, or (b) is for an amount in excess of the estimate of cost previously approved by Caterpillar.

8. The City will notify Caterpillar when it awards a contract for completion of the improvements described in paragraph 2. Within one month after receipt of such notice, Caterpillar will deposit with the City a sum equal to 112% of the amount of the contract so awarded.

9. Upon completion of the improvements described in paragraph 2 in accordance with the contract awarded by the City, the City will furnish Caterpillar such evidence of amounts expended for work and materials under the contract as Caterpillar may reasonably request, including, without limiting the generality of the foregoing, copies of the contract awarded, itemized invoices including unit prices and all waivers secured by the City as contractor. After such evidence is furnished and the exact amount of the cost is determined, the City and Caterpillar will make a settlement of final costs as provided in paragraph 5. If the sum deposited by Caterpillar in accordance with paragraph 8 is less than the amount of the reimbursement provided for in paragraph 5, Caterpillar will pay the amount of the difference to the City; if the sum deposited is more than the amount of the reimbursement, the City will refund the amount of the difference to Caterpillar.

10. Notwithstanding the reimbursement agreed to by Caterpillar herein, the City will be considered the sole owner in contracting for the work to be performed as outlined herein; and the City shall indemnify, defend and hold harmless Caterpillar, its officers, employees and agents, from and against any and all loss, cost, damage, expense and claims of any nature whatsoever (including, without limiting the generality of the foregoing, claims for consequential damages, loss of profits and those for injury to property of Caterpillar) which arise from, during or in connection

with the performance of the work under this agreement, except only such loss, cost, damage, expense and claims which result from the sole negligence of Caterpillar, its officers, employees or agents; and the City shall further require any contractor retained by the City in the performance of its work to indemnify Caterpillar along with the City in the same manner and shall support such indemnification with insurance certificates and Caterpillar shall have the right to inspect such insurance certificates and approve same prior to the commencement of the work.

11. Notices to Caterpillar provided for in this agreement shall be sent by U.S. mail, first class postage prepaid to:

Manager, Facilities Planning
Caterpillar Tractor Co.
100 N. E. Adams Street
Peoria, Illinois 61602

Executed in duplicate original this 10th day of April, 1972.

CITY OF SAN LEANDRO, CALIFORNIA

ATTEST:

By_____
Title: Mayor

_____
Richard H. West, City Clerk

CATERPILLAR TRACTOR CO.

ATTEST:

By_____
Title: Executive Vice President

_____
Assistant Secretary

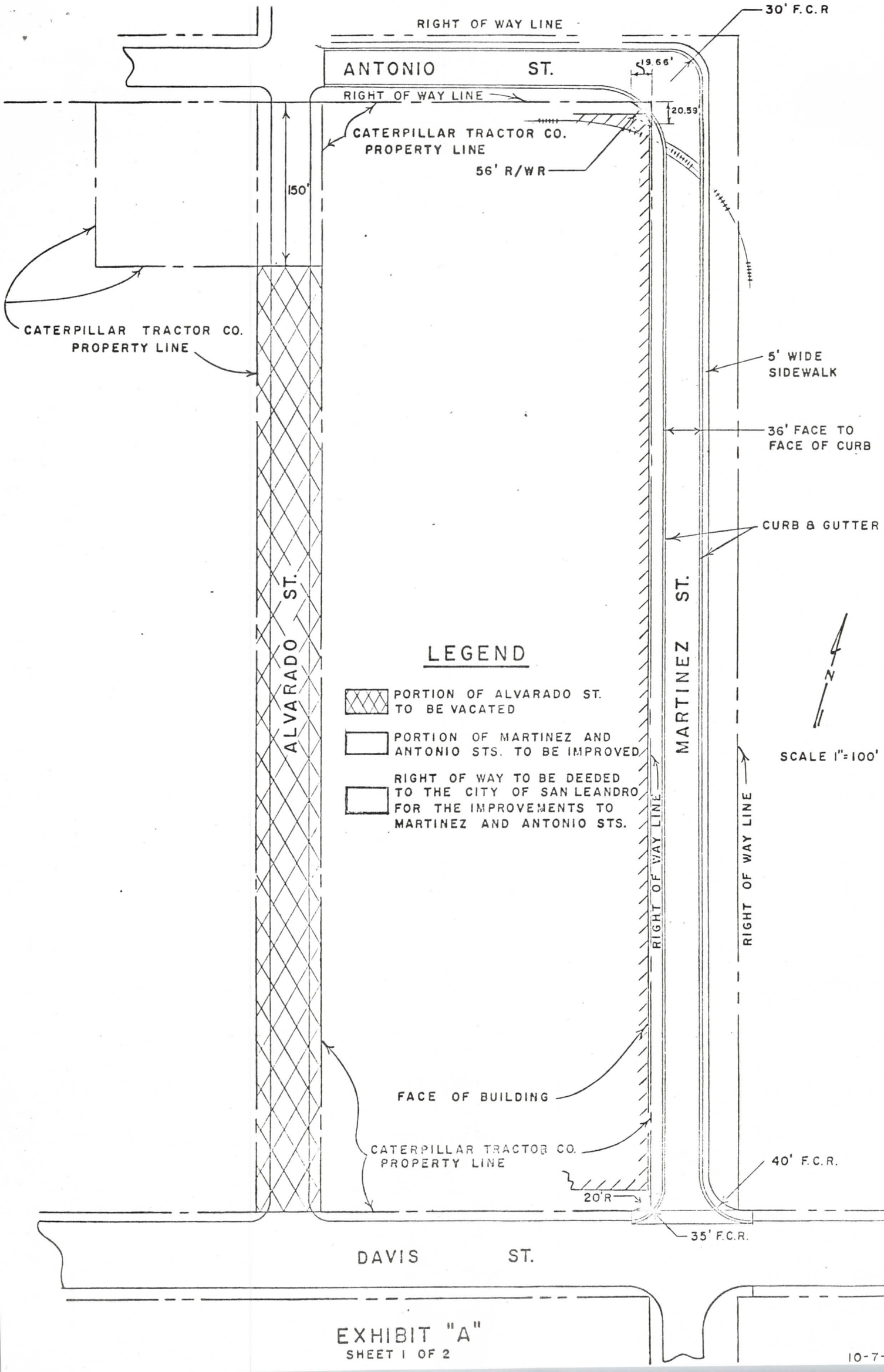
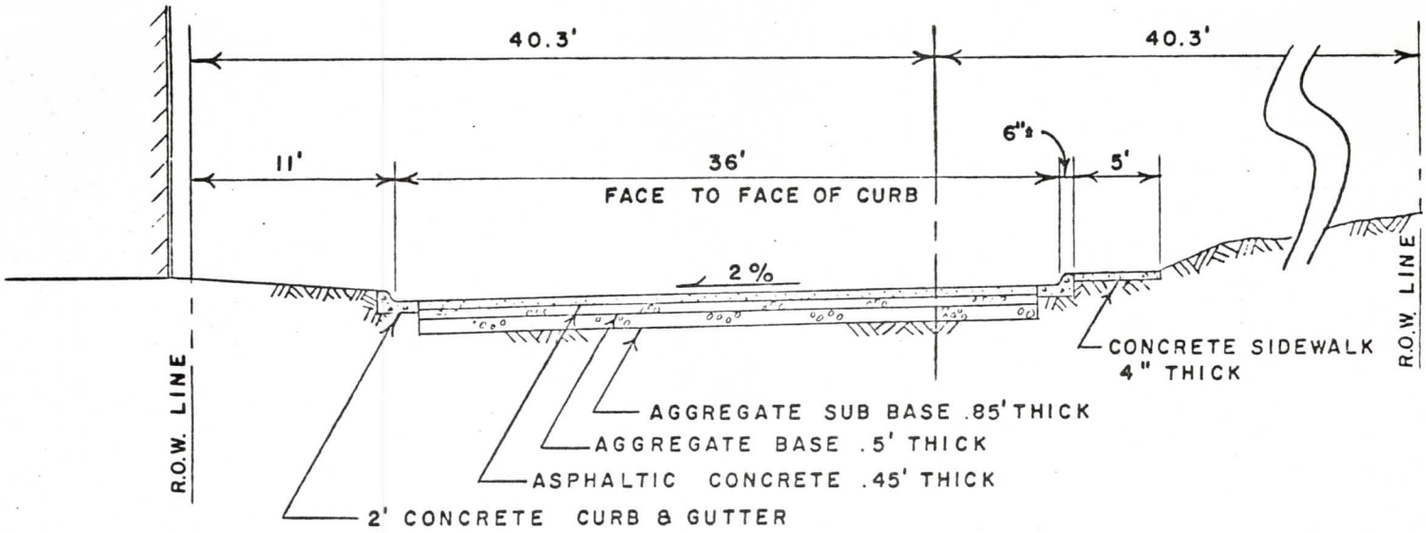


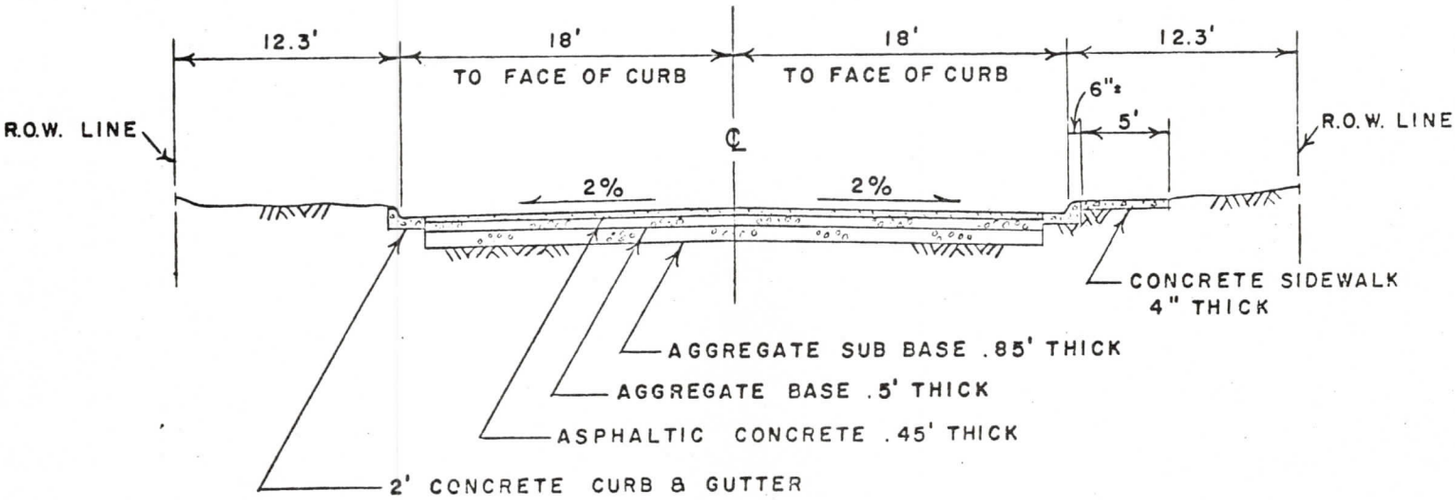
EXHIBIT "A"
SHEET 1 OF 2

10-7-7



TYPICAL SECTION FOR MARTINEZ STREET IMPROVEMENT
LOOKING NORTH

SCALE 1" = 10'



TYPICAL SECTION FOR ANTONIO STREET IMPROVEMENT
LOOKING WEST

SCALE 1" = 10'

EXHIBIT "A"
SHEET 2 OF 2

COST-SHARING AGREEMENT FOR CERTAIN STREET IMPROVEMENTS

This agreement is made between CATERPILLAR TRACTOR CO., a California corporation, hereinafter called Caterpillar, and the CITY OF SAN LEANDRO, CALIFORNIA, a municipal corporation, hereinafter called City.

1. The City agrees to ~~take~~ UNDERTAKE all action necessary to vacate that portion of Alvarado Street which is abutted on both sides by property owned by Caterpillar, as shown on Exhibit A attached hereto and made a part hereof. The City also will take all action necessary to grant and convey to Caterpillar without charge all right, title and interest it may own or hold in the land included within such portion of Alvarado Street subject to the rights of:

   (a) Pacific Gas and Electric Co. for existing NATURAL GAS LINES electric lines and poles.

   (b) Pacific Telephone and Telegraph Co. for existing telephone lines and poles.

   (c) City for existing storm and sanitary sewers.

   (d) EAST BAY MUNICIPAL UTILITY DISTRICT FOR EXISTING WATER LINES AND APPURTENANCES

2. The City agrees to make the improvements to Martinez Street and Antonio Street, as shown on Exhibit A, which consist of the following:

   (a) Bituminous concrete pavement 36 feet wide (face to face of curbs).

   (b) Concrete curb and gutter on both sides of the pavement.

   (c) Five feet wide concrete sidewalks along the east side of Martinez Street and the north side of Antonio Street.

   (d) Curbed returns on Martinez Street at its intersection with Davis Street.

   (e) ADJUSTMENT, REPAIR OR REHABILITATION OF RAILROAD SPUR CROSSING.

   (~~e~~ f) Miscellaneous items including drainage, lighting, topsoiling behind curbs and additional items to complete the improvements.

3. The City will initiate, carry out and complete the improvements as outlined in paragraph 2 above and, without limiting the generality of the foregoing, will:

   (a) Prepare plans and specifications.

   (b) Receive bids and award a contract.

   (c) Furnish engineering and inspection during construction.

   (d) Cause the improvements to be constructed according to the plans, specifications and contract.

   (e) Pay all contract costs.

4. Caterpillar will grant and convey to the City, without charge, the land it now owns which is necessary to make the improvements to Martinez Street and Antonio Street as shown on Exhibit A, subject to rights of Caterpillar to the overhang of its existing building at the corner of Martinez and Antonio Street.

5. Caterpillar will reimburse the City for the total construction cost of all work required to complete the improvements described in paragraph 2, plus an amount equal to ~~10%~~ 12% of such total construction cost for engineering and inspection services performed by the City.

6. The City will furnish to Caterpillar, without charge, a copy of all plans, specifications and bidding documents prepared or to be prepared for use in connection with the improvements described in paragraph 2, and an estimate of cost. The City will not advertise for bids for completion of the improvements until said plans, specifications, bidding documents and estimate of cost are approved by Caterpillar. Said approval by Caterpillar will not be unreasonably withheld.

7. The City will not, without written approval of Caterpillar, award a contract for completion of the improvements described in paragraph 2(a) which includes plans or specifications not previously approved by Caterpillar, or (b) for an amount in excess of the estimate of cost previously approved by Caterpillar.

8. The City will notify Caterpillar when it awards a contract for completion of the improvements described in paragraph 2. Within one month after receipt of such notice, Caterpillar will deposit with the City a sum equal to ~~110%~~ 112% of the amount of the contract so awarded.

9. Upon completion of the improvements described in paragraph 2 in accordance with the contract awarded by the City, the City will furnish Caterpillar such evidence of amounts expended for work and materials under the contract as Caterpillar may reasonably request, including, without limiting the generality of the foregoing, copies of the contract awarded, itemized invoices including unit prices and all waivers secured by the City as contractor. After such evidence is furnished and the exact amount of the cost is determined, the City and Caterpillar will make a settlement of final costs as provided in paragraph 5. If the sum deposited by Caterpillar in accordance with paragraph 8 is less than the amount of the reimbursement provided for in paragraph 5, Caterpillar will pay the amount of the difference to the City; if the sum deposited is more than the amount of the reimbursement, the City will refund the amount of the difference to Caterpillar.

10. Notwithstanding the reimbursement agreed to by Caterpillar herein, the City will be considered the sole owner in contracting for the work to be performed as outlined herein; and the City shall indemnify, defend and hold harmless Caterpillar, its officers, employees and agents, from and against any and all loss, cost, damage, expense and claims of any nature whatsoever (including, without limiting the generality of the foregoing, claims for consequential damages, loss of profits and those for injury to property of Caterpillar) which arise from, during or in connection with the performance of the work under this agreement, except only such loss, cost, damage, expense and claims which result from the sole negligence of Caterpillar, its officers, employees or agents; and the City shall further require any contractor retained by the City in the performance of its work to indemnify

Caterpillar along with the City in the same manner and shall support such indemnification with insurance certificates and Caterpillar shall have the right to inspect such insurance certificates and approve same prior to the commencement of the work.

11. Notices to Caterpillar provided for in this agreement shall be sent by U.S. mail, first class postage prepaid to:

Manager, Facilities Planning
Caterpillar Tractor Co.
100 N. E. Adams Street
Peoria, Illinois 61602

Executed in duplicate original this _____ day of _____, 1971.

CITY OF SAN LEANDRO, CALIFORNIA

ATTEST:

By_____
Title:

_____

CATERPILLAR TRACTOR CO.

ATTEST:

By_____
Title:

_____

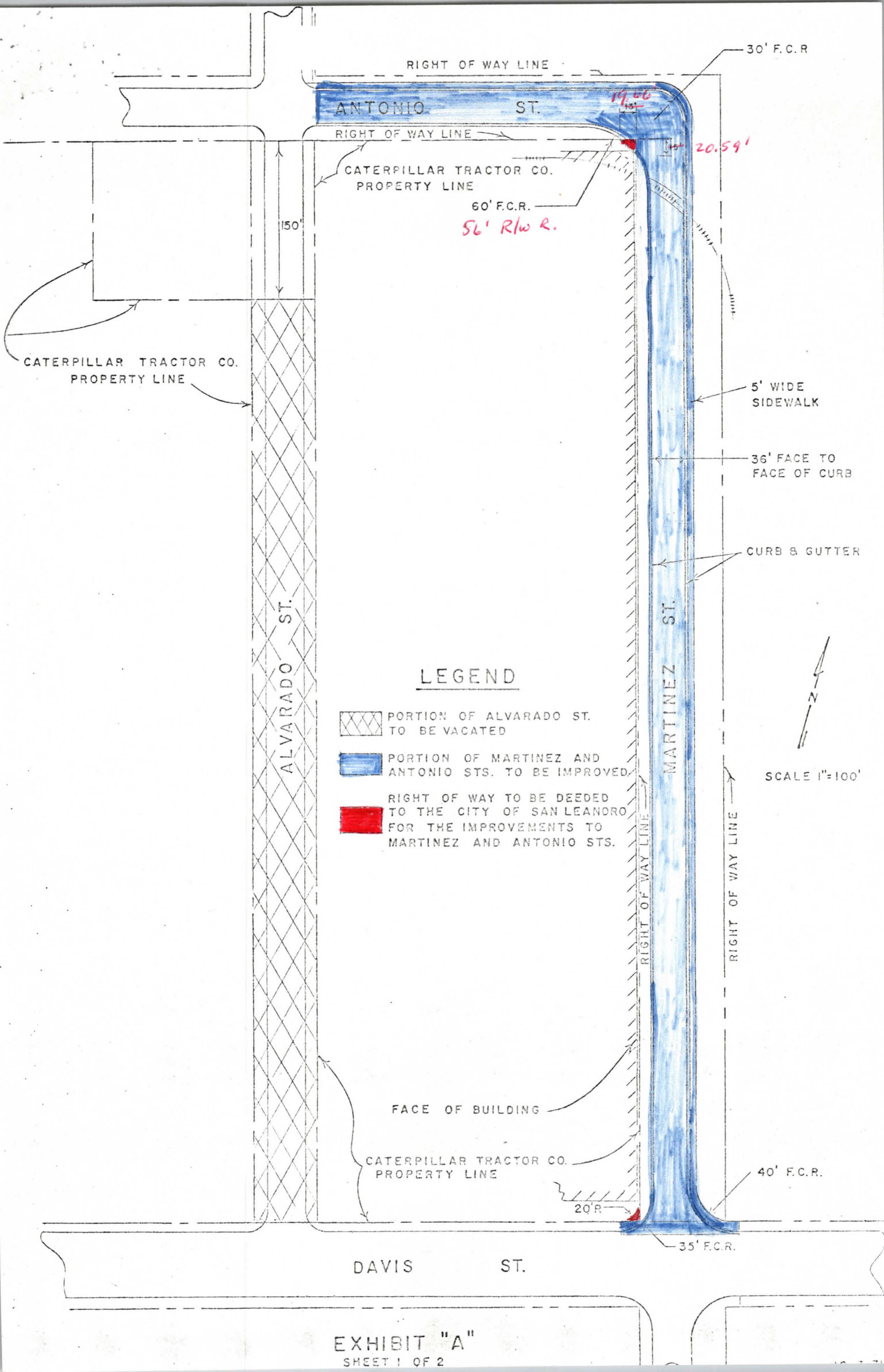
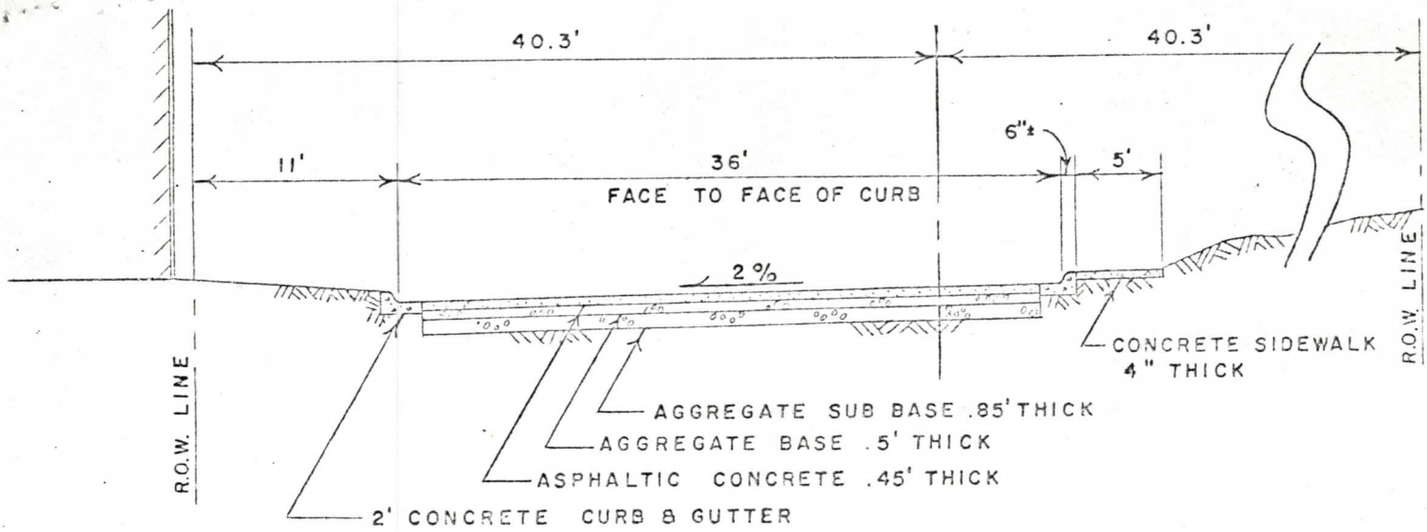
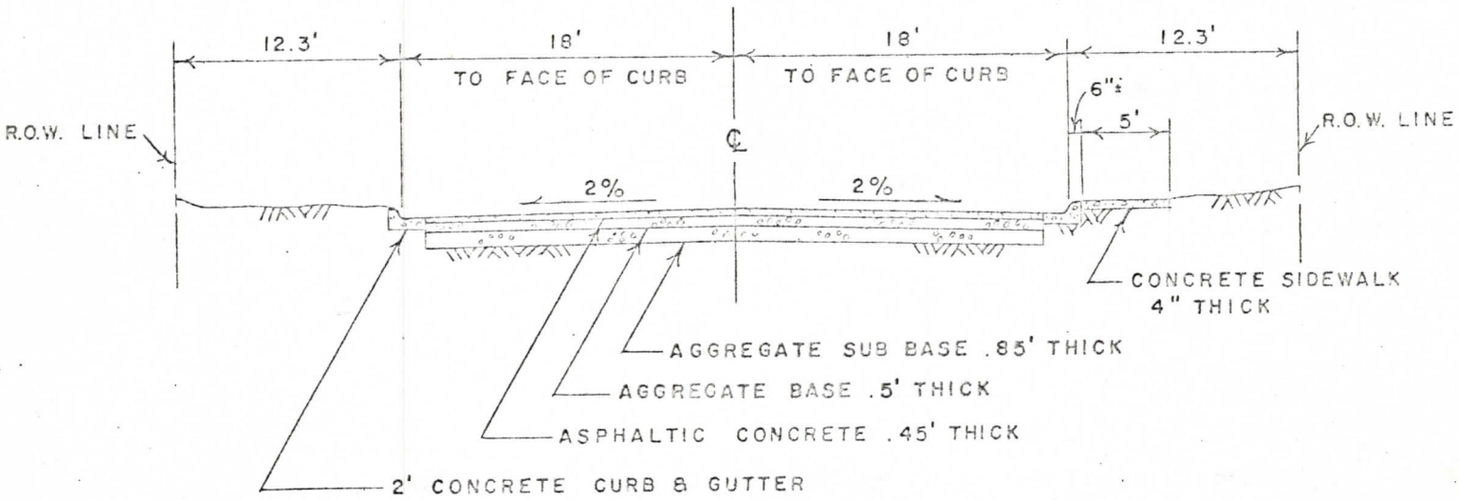


EXHIBIT "A"
SHEET 1 OF 2



TYPICAL SECTION FOR MARTINEZ STREET IMPROVEMENT
LOOKING NORTH

SCALE 1" = 10'



TYPICAL SECTION FOR ANTONIO STREET IMPROVEMENT
LOOKING WEST

SCALE 1" = 10'

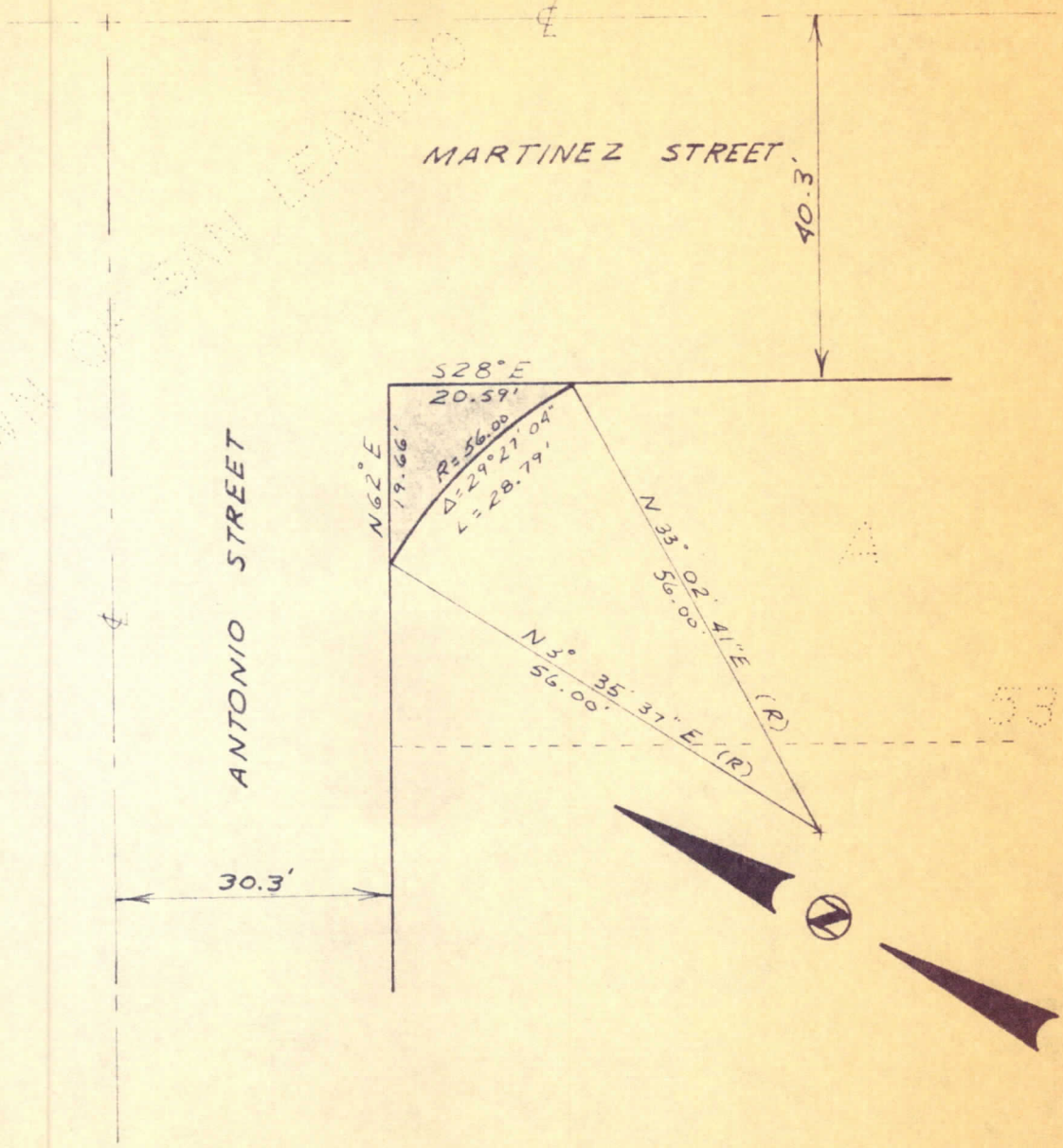
EXHIBIT "A"
SHEET 2 OF 2

10-7-7

CITY OF LEANDRO ENGINEERING DIVISION

BY JMC DATE 10-27-71 SUBJECT MARTINEZ STREET & ANTONIO STREET CORNER ROUNDING SHEET NO. 1 OF 1

CHKD. BY JA DATE 10-27-71 JOB NO.



INDICATES PARCEL TO BE ACQUIRED

LD 71-21 (REVISED)
AREA = 167 ± SQ. Ft.

R H Ward
CITY ENGINEER

10-28-71
DATE

DWG. 547 CASE 1602

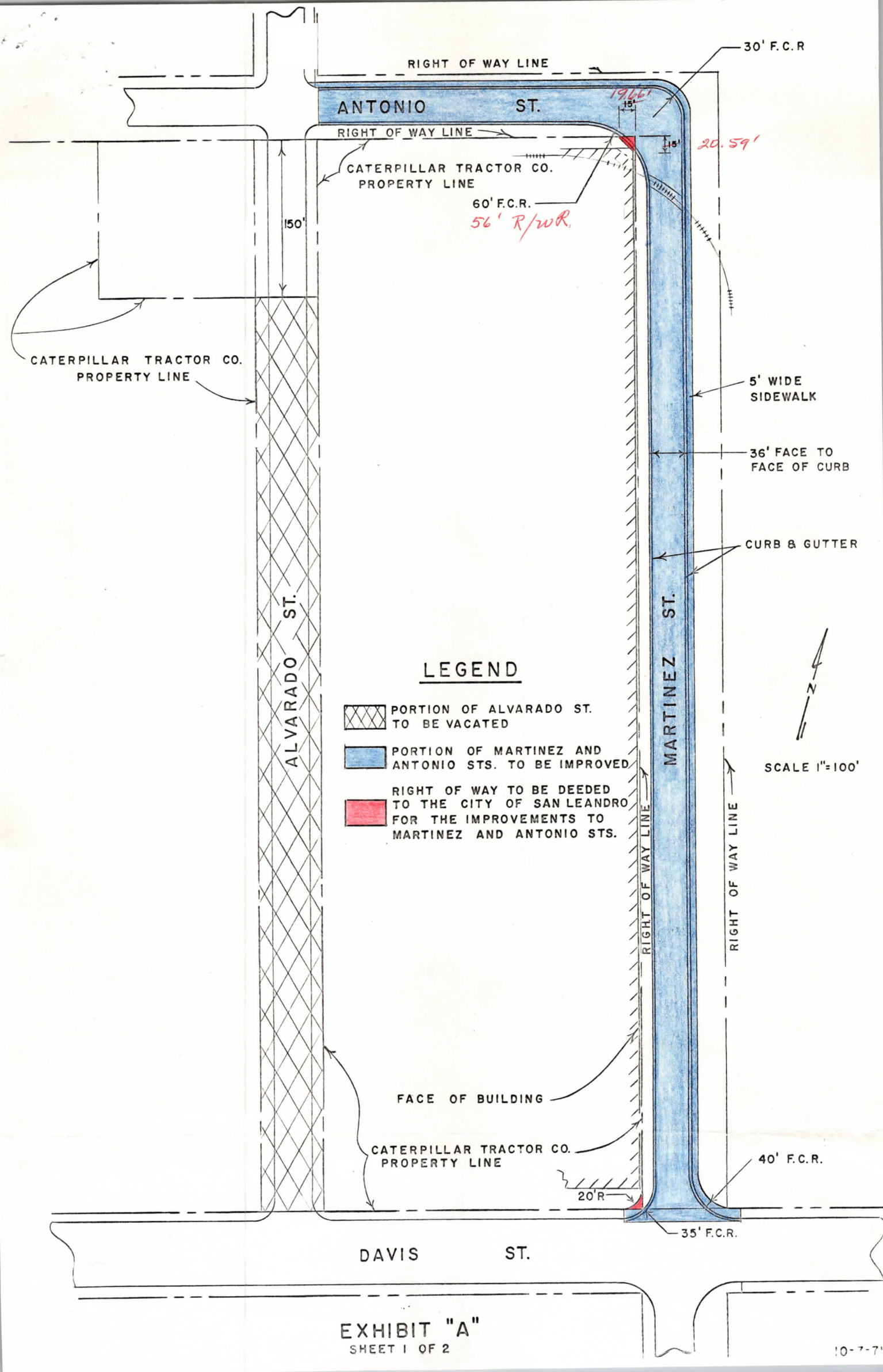
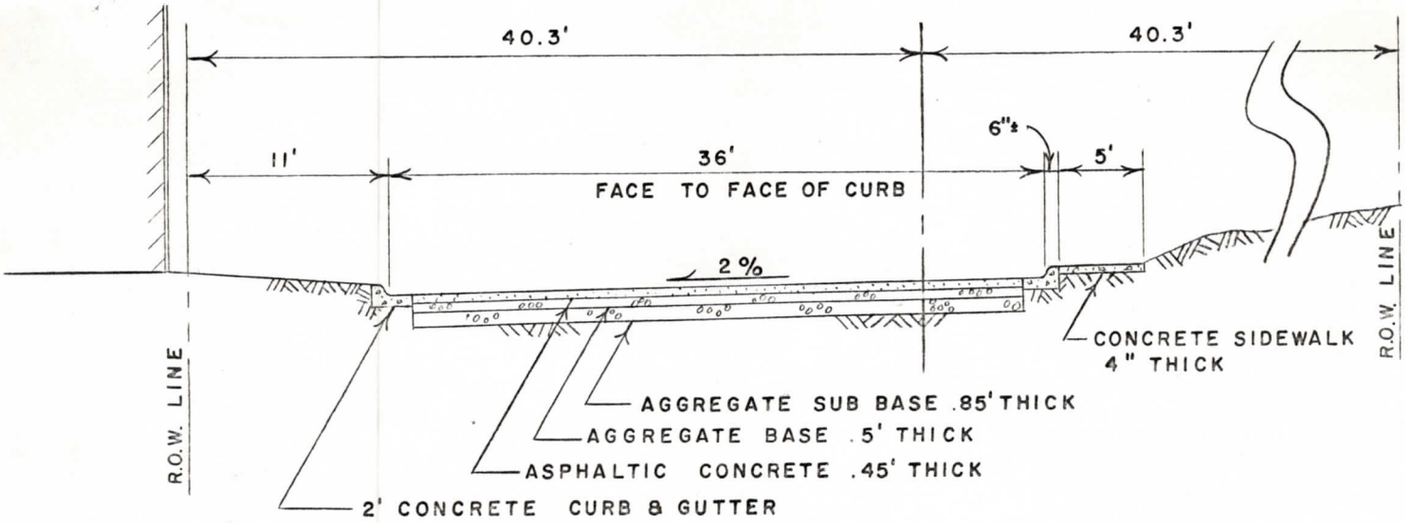


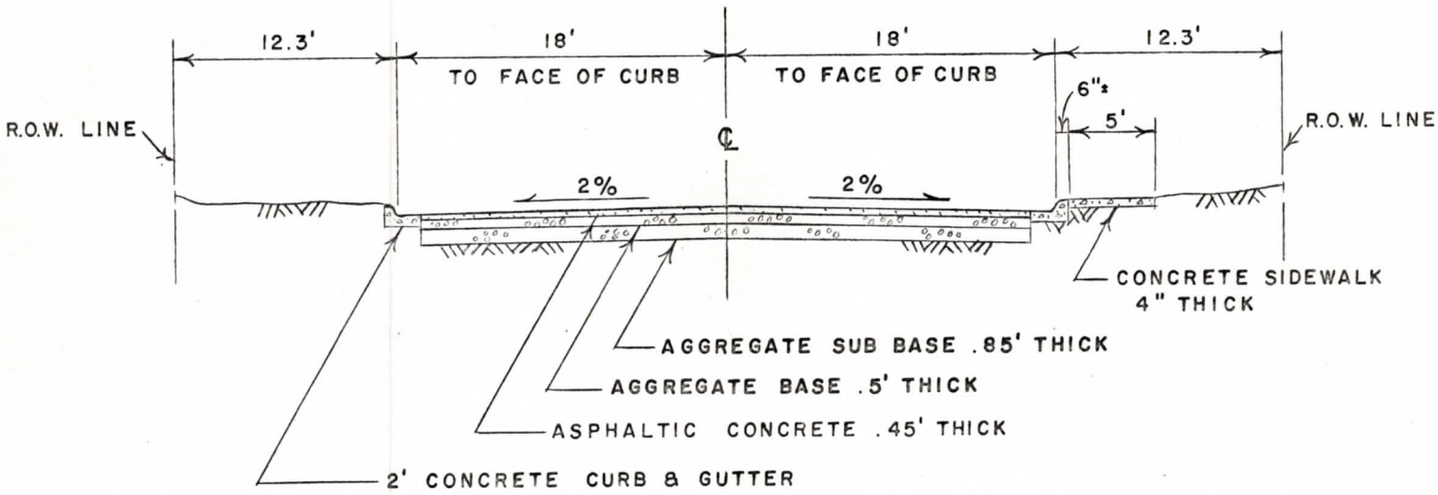
EXHIBIT "A"
SHEET 1 OF 2

10-7-7



TYPICAL SECTION FOR MARTINEZ STREET IMPROVEMENT
LOOKING NORTH

SCALE 1" = 10'



TYPICAL SECTION FOR ANTONIO STREET IMPROVEMENT
LOOKING WEST

SCALE 1" = 10'

EXHIBIT "A"
SHEET 2 OF 2

10-7-71