

8/28/72 Per telephone conversation of CJS with Mr. Hendrix,
all we request is that the mortgage lender subordinate
to the easement.

CITY OF SAN LEANDRO

INTEROFFICE MEMO

TO Sylvia, Public Wks.

DATE 7/25/72

FROM Carter J. Stroud, Asst. City Attorney

SUBJECT Overmyer Easement

1 Attached is a copy of the easement from Overmyer to its neighbors. It is
2 sufficient, when recorded, for the issuance of a building permit but not for occupancy.

CJS
Carter J. Stroud
Asst. City Atty,

nf

INTEROFFICE MEMO

7/25/72

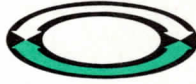
Sylvia, Public Works

Charles J. Stroud, Asst. City Attorney

Investment Agreement

Attached is a copy of the agreement from Overmyer to its neighbors. It is sufficient when recorded, for the issuance of a building permit but not for occupancy.

Charles J. Stroud
Asst. City Atty.



SPACE FOR INDUSTRY

D. H. OVERMYER CO., INC.

201 EAST 42ND STREET • NEW YORK, NEW YORK 10017 • 212 867-2170

DONALD CASSIDY
Assistant Counsel

July 20, 1972

CITY ATTORNEY'S OFFICE

JUL 24 1972

CITY OF SAN LEANDRO

Carter Stroud, Esq.
Assistant City Attorney
City of San Leandro
835 E. 14th Street
San Leandro, California 94577

Re: San Francisco #49

Dear Mr. Stroud:

Your building department requested us to redraft the Drainage Easement for the above site providing for the signature of the owner only. Enclosed are two copies of this Easement. Please forward one of these copies to your building department.

We are forwarding copies of this Easement to the construction lender and the permanent lender for their approval and consent.

Very truly yours,

D. H. OVERMYER CO., INC.

By: Donald Cassidy

Donald Cassidy

DC/dmc
Encl:

CITY OF SAN LEANDRO

INTEROFFICE MEMO

DATE *7-14-72*TO *Simon*

CITY ATTORNEY'S OFFICE

FROM *Carla Stroud*

JUL 17 1972

SUBJECT *Overseas*

CITY OF SAN LEANDRO

1
2
3 The easement attached is O.K.

4 Note that an occupancy permit will
5 not issue until a new easement with
6 the mortgage signature on it is recorded.
7 But if it is to go ahead then we as
8 request for a building permit.
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10 CJS
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7-13-72

Cassidy of Overmyer called while Carter on vacation. Says Trustee and Beneficiary on Deed of Trust will not sign easement until later. Asked me to accept ex p arte easement. Did not give definite answer. Today, Mr. King of MGC Co. (552-2730) brought original "Declaration of Easement" signed only by Overmyer, but reciting approval of Trustee and Beneficiary, with blanks for their signatures. Rejected this. Talked to John Hendrix of Central Valley National Bank, 834-1100. He says Trustee and Beneficiary will not sign now, may sign later if easement document changed per their requirements.

J McS

June 14, 1972

Donald Cassidy, Asst. Counsel
D. H. Overmyer Co., Inc.
201 East 42nd Street
New York, N.Y. 10017

WS
G BW

Dear Mr. Cassidy:

Re: San Francisco #49

It appears from the 1971 title report that you possess the necessary right of way and utility easement.

Your "Declaration of Easement" (We use "Grant of . . ." or just "Easement" on our forms.) is satisfactory for the drainage easement. Note, however, that there is no "Exhibit A" attached and that the plat on the title report does not match the legal descriptions in all respects.

As soon as we receive an executed copy of the drainage easement the building permit may issue.

The City had an easement to use the area of the building to store drainage waters. If we have not already done so, we will quitclaim our interests to you. You should check your records to determine if you need a deed from us.

Very truly yours,

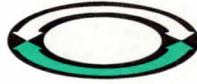
Carter J. Stroud
Asst. City Attorney

nf

cc: S. Saslaw

Note: Cassidy called. Mortgage is balking at easement. Will send original so we can issue building permit on condition mortgage consents.

CJS



SPACE FOR INDUSTRY

D. H. OVERMYER CO., INC.

201 EAST 42ND STREET • NEW YORK, NEW YORK 10017 • 212 867-2170

DONALD CASSIDY
Assistant Counsel

June 7, 1972

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

Att: Carter J. Stroud
Assistant City Attorney

Re: San Francisco #49

Dear Mr. Stroud:

I have been asked to clear up the easements on the above site with you. I have seen your letters of November 4 and 16, 1971, making various comments.

Enclosed is a title insurance policy dated December 13, 1971 insuring us as owner of the northerly parcel access over a sixty foot wide easement for roadway proposes.

Also enclosed is a new proposed storm drainage easement for the benefit of the owners of the southerly parcels. Please advise if these documents comply with your requirements for obtaining a conditional use permit.

Thank you.

Very truly yours,

D. H. OVERMYER CO., INC.

By: Donald Cassidy
Donald Cassidy

DC/dmc
Encl:

RJE 6/12

6/12
Please have this
checked out. The pencil
notes are mine mant

CITY ATTORNEY'S OFFICE

JUN 12 1972

CITY OF SAN LEANDRO

CITY ATTORNEY'S OFFICE

JUN 12 1972

CITY OF SAN LEANDRO

[Handwritten signatures and initials in blue and red ink]

June 2, 1972

Mr. Ron Day
D. H. Overmyer Co., Inc.
201 East 42nd Street
New York, N.Y. 10017

G
tw
BW

Dear Mr. Day:

Enclosed is a copy of a letter sent to Mr. Bullock by Mr. McSharry. It contains the unmet requirements you were interested in determining. Please ignore subsequent letters from me where "40 feet" is stated, rather than 44 feet.

The titles to the properties are unknown to us. An up-to-date title report would help determine whether or not compliance has been made. Old reports do not indicate compliance with the conditions imposed in 1971 on the conditional use.

Very truly yours,

Carter J. Stroud,
Asst. City Attorney

nf



SPACE FOR INDUSTRY

D. H. OVERMYER CO., INC.

201 EAST 42ND STREET • NEW YORK, N. Y. 10017 • 212 867-2170

FORMAN BULLOCK
Attorney

November 17, 1971

Carter J. Stroud, Esq
Assistant City Attorney
Civic Center
San Leandro, California 94577

Re: San Francisco #49

Dear Mr. Stroud:

I have not heard anything further from you in response to my letter of November 9th. We shall appreciate your advising whether the proposed drainage easement agreement is satisfactory to you.

Very truly yours,

D. H. OVERMYER CO., INC.

Forman Bullock

FB/pm

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CS
CITY ATTORNEY'S OFFICE
NOV 19 1971
CITY OF SAN LEANDRO
ny

November 16, 1971

Mr. Forman Bullock
D. H. Overmyer Co., Inc.
201 East 42nd Street
New York, N.Y. 10017

TSB
Q
Bew

Dear Mr. Bullock:

Re: San Francisco #49

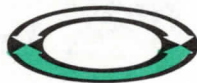
The drainage easement omits any reference to grantee. The party of the first part grants to no one.

If you cannot get an attorney to draw up the easements, we will prepare them for you.

Very truly yours,

Carter J. Stroud
Asst. City Attorney

CJS/nf



SPACE FOR INDUSTRY

D. H. OVERMYER CO., INC.

201 EAST 42ND STREET • NEW YORK, N. Y. 10017 • 212 867-2170

CITY ATTORNEY'S OFFICE

NOV 11 1971

CITY OF SAN LEANDRO

FORMAN BULLOCK
Attorney

November 9, 1971

Carter J. Stroud, Esq.
Assistant City Attorney
Civic Center
835 East 14th Street
San Leandro, California 94577

Re: San Francisco #49

Dear Mr. Stroud:

I am in receipt of your letter of November 4 and am enclosing a copy of the second page of the Drainage Easement Agreement which you requested.

In view of the fact that you consider the previously terminated 40 foot right of way for ingress and egress and utilities as having been extinguished because of the merger of the fee and the easement, we will prepare new instruments to revive the easement.

Very truly yours,

D. H. OVERMYER CO., INC.

Forman Bullock

FB/pm
Enc.

November 4, 1971

D. H. Overmyer Co., Inc.
201 East 42nd Street
New York, N.Y. 10017

Attention Mr. Forman Bullock

Gentlemen:

Please be advised that the file re San Francisco #49 has been referred to me.

There are several items yet to be resolved. The copy of the proposed drainage easement to Divine and Belle Haven appears to be satisfactory. However, two page 1's were enclosed, so we do not have the complete description.

As to the 40-foot right of way and utility easement, none is shown. The 1964 title report is superseded by a 1969 title report showing an extinction of the easement when the easement holder became the fee holder.

This matter can be cleared up by a copy of the necessary recorded easements, or an up-to-date title report showing their attachment to the land in question.

Very truly yours,

Carter J. Stroud
Asst. City Attorney

CJS/nf

BW
Kwz G



SPACE FOR INDUSTRY

D. H. OVERMYER CO., INC.

201 EAST 42ND STREET • NEW YORK, N. Y. 10017 • 212 867-2170

FORMAN BULLOCK
Attorney

October 26, 1971

CITY ATTORNEY'S OFFICE

OCT 29 1971

CITY OF SAN LEANDRO

James M. McSharry, Esq.,
Assistant City Attorney
Civic Center
835 East 14th Street
San Leandro, California 94577

Re: San Francisco #49

Dear Mr. McSharry:

With reference to your letter of October 15th, I am enclosing a copy of a title report from Title Insurance & Trust Company dated October 9, 1964 which sets forth the 44 foot easement referred to in your sub-paragraph "1". As you will note the easement is referred to on the sketch attached to the title report as Parcel 2, whereas the lands that we now designate as San Francisco #49 are called Parcel 1. This easement is reflected in the deeds from our company to Bell Haven Realty Co. and David Divine, a copy of which is also enclosed.

With reference to the storm drainage easement referred to in your sub-paragraph 2, enclosed is a copy of a proposed easement agreement granting the benefits of drainage over lands comprising San Francisco #49 for the benefit of the Divine and Bell Haven properties which we also refer to as our San Francisco #1 & 2 warehouse.

With the present enclosures I hope that we will have resolved the problems of ingress and egress and storm drainage to your satisfaction. If the storm drainage easement agreement enclosed is acceptable, we will arrange for the recording of same.

Very truly yours,

D. H. OVERMYER CO., INC.

Forman Bullock
Forman Bullock

FB/pm
Enc.

October 15, 1971

Forman Bullock, Esq.
D. H. Overmyer Co., Inc.
201 East 42nd Street
New York, N.Y. 10017

Dear Mr. Bullock:

Re: Conditional Use Permit - D. H. Overmyer
Co., Inc., Your San Francisco #49

I have discussed this matter with our Public Works Department and have determined that two things are necessary to fulfill conditions of the permit:

1. Evidence of an easement of right of way and for public utilities in, etc., a forty-four foot strip of land running from Williams Street to the Overmyer parcel across the two parcels fronting on Williams Street, to be granted by the owners of said two parcels to Overmyer;
2. Evidence of an easement for storm drainage surface flow and storm drain across the Overmyer parcel to benefit the two parcels fronting on Williams Street. This is the same as described in the easement dated September 16, 1971, which you previously submitted to me, except that it should be conveyed to the owners of said two parcels, as the City has no intention of maintaining the storm drain.

I return herewith the grant of easement submitted with your letter of September 16, 1971.

Very truly yours,

James M. McSharry
Asst. City Attorney

cc: R. Ward, Dir. Pub. Wks.
M. Vitz, Prin. Planner

JM/nf

CS
BW
G

Handwritten red marks and signatures at the bottom right of the page, including a large 'X' and several illegible signatures.

1941

U. S. DEPARTMENT OF AGRICULTURE
WASHINGTON, D. C.

OFFICE OF THE ASSISTANT SECRETARY
FOR AGRICULTURAL MARKETING

WASHINGTON, D. C.

TO THE DIRECTOR, BUREAU OF AGRICULTURAL MARKETING
FROM THE ASSISTANT SECRETARY FOR AGRICULTURAL MARKETING

SUBJECT:

RE: The proposed marketing agreement for the marketing of certain agricultural products in the State of California, as submitted to the Department of Agriculture by the California Agricultural Marketing Board, and the Department's recommendation thereon.

The Department has received the proposed marketing agreement for the marketing of certain agricultural products in the State of California, as submitted to the Department of Agriculture by the California Agricultural Marketing Board, and the Department's recommendation thereon.

The Department has considered the proposed marketing agreement and the Department's recommendation thereon, and has concluded that the proposed marketing agreement is in the public interest and should be approved.

Very truly yours,
Assistant Secretary for Agricultural Marketing

Very truly yours,

W. H. HARRIS, Director
Bureau of Agricultural Marketing
U. S. Department of Agriculture
Washington, D. C.

October 12, 1941

937

TY OF SAN LEANDRC

INTEROFFICE MEMO

TO Public Works DATE 9/23/71

FROM James M. McSharry, Asst. City Atty.

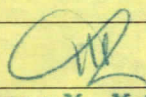
SUBJECT D. H. Overmyer Conditional Use

1 I attach a copy of a grant of easement for construction of storm sewers.
2 Please advise whether this satisfies a condition of Overmyer's CU approval.

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James M. McSharry
Asst. City Attorney

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nf

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CC: Vitz

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INTEROFFICE MEMO

TO	FROM	SUBJECT	DATE
	James M. McSherry, Asst. City Atty.	D. H. Overmyer Conditional Use	5/23/77
1		I attach a copy of a grant of easement for construction of storm sewers.	
2		Please advise whether this satisfies a condition of Overmyer's CU approval.	
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James M. McSherry
Asst. City Attorney

cc: Vitz



SPACE FOR INDUSTRY

D. H. OVERMYER CO., INC.

201 EAST 42ND STREET • NEW YORK, N. Y. 10017 • 212 867-2170

September 16, 1971

FORMAN BULLOCK
Attorney

James M. McSharry, Esq.,
Assistant City Attorney
Civic Center
835 East 14th Street
San Leandro, California 94577

CITY ATTORNEY'S OFFICE

SEP 21 1971

CITY OF SAN LEANDRO
nj

Re: San Francisco #49
Grant of Easement

Dear Mr. McSharry:

In connection with your letter of August 31, 1971 addressed to our Mr. Joel Bohm, we are enclosing an executed and acknowledged copy of a grant of easement to the city of San Leandro for the purpose of the construction and maintenance of storm sewers under the property comprising the above location.

Very truly yours,

D. H. OVERMYER CO., INC.

By Forman Bullock
Forman Bullock

FB/pm
Enc.

August 31, 1971

BW

F CS

Joel Bohm, Esq.
The Overmeyer Company, Inc.
201 East 42nd Street
New York, NY 10017

Dear Sir:

Re: Grant of Easement

I am advised that the City has neither the names of the grantors nor the legal description of the property involved.

We require only a perpetual non-exclusive easement of right-of-way to be granted by the owners to your company.

Very truly yours,

James M. McSharry
Asst. City Attorney

nf

Wms St. Property



SPACE FOR INDUSTRY

D. H. OVERMYER CO., INC.

201 EAST 42ND STREET • NEW YORK, N. Y. 10017 • 212 867-2170

see pink sheet 9/27/71

[Handwritten signature/initials]

FORMAN BULLOCK
Attorney

September 23, 1971

James M. McSharry, Esq.
Assistant City Attorney
Civic Center
835 East 14th Street
San Leandro, California 94577

CITY ATTORNEY'S OFFICE

SEP 27 1971

CITY OF SAN LEANDRO

ry *cs* *G*

Re: San Francisco #49

Dear Mr. McSharry:

I understand from Dick Harris of our organization that you need some additional information concerning the extensiveness of the proposed easement for drainage etc. I am enclosing a copy of a title report which was issued in connection with property which we referred to as San Francisco #1. The location adjoins our proposed San Francisco #49.

I believe that you will find in this report references to easements granted to the City of San Leandro which should provide you with the connecting easements you need in connection with San Francisco #49.

Very truly yours,

D. H. OVERMYER CO., INC.

By

Forman Bullock

Forman Bullock

FB/pm
Enc.

Copy to: M. Vitz
E. Nelson

Carter J. Stroud
Office of the City Attorney
835 East 14th Street
San Leandro, California 94577

September 22, 1972

CITY ATTORNEY'S OFFICE

SEP 25 1972

CITY OF SAN LEANDRO



Re: Overmyer Warehouse
Williams Street
San Leandro, California

Dear Mr. Stroud:

In compliance with your request we are forwarding for your file, a photographed copy of the recorded "Consent to Easement" pertaining to the above mentioned property.

We trust that this complies with the City of San Leandro's requirement that the Central Valley National Bank as mortgagor recognizes the existence of the easement. If you find this satisfactory, your acknowledgement on the enclosed duplicate copy of this letter will be appreciated.

Sincerely,

John H. Hendrix

Acknowledgement is made of the receipt of a photographed copy of the recorded "Consent to Easement". This satisfies the City of San Leandro's requirement that the Central Valley National Bank as mortgagor of the above mentioned property recognizes the existence of the easement.

Signed /s/ Carter J. Stroud
Title Assistant City Attorney
Date September 25, 1972

Date September 22, 1935
Place Assistant City Attorney
Signed Calvin L. Strong

being recognized the existence of the easement.
that the Central United National Bank is mortgagor of the above mentioned pro-
"Consent to Easement". This satisfies the City of San Leandro, a requirement
acknowledgment is made of the receipt of a photostatic copy of the recorded

John H. Bennett

Secretary

stated.
photostatic copy of the enclosed duplicate copy of this letter will be subse-
the existence of the easement. It is further stated that the City of San Leandro
acknowledgment that the Central United National Bank is mortgagor recognizes
We state that this complies with the City of San Leandro, a re-
the above mentioned property.
a photostatic copy of the recorded "Consent to Easement" being returned to
in compliance with your request we are forwarding for your file,
Best W. Strong:

San Leandro, California
William Street
Re: Oakland Mortgage

San Leandro, California 94531
832 West Park Street
Office of the City Attorney
Calvin L. Strong

CITY OF SAN LEANDRO

SEP 22 1935

CITY ATTORNEY'S OFFICE
September 23, 1935

E. Nelson

Copy to: W. Allen

CENTRAL BANK



MORTGAGE LOAN DEPARTMENT
1956 WEBSTER STREET
OAKLAND, CALIFORNIA 94612
(415) 834-1100

September 22, 1972

Carter J. Stroud
Office of the City Attorney
835 East 14th Street
San Leandro, California 94577

*This letter salvaged from
Carter's waste basket.*

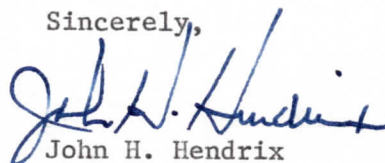
Re: Overmyer Warehouse
Williams Street
San Leandro, California

Dear Mr. Stroud:

In compliance with your request we are forwarding for your file, a photographed copy of the recorded "Consent to Easement" pertaining to the above mentioned property.

We trust that this complies with the City of San Leandro's requirement that the Central Valley National Bank as mortgagor recognizes the existence of the easement. If you find this satisfactory, your acknowledgement on the enclosed duplicate copy of this letter will be appreciated.

Sincerely,


John H. Hendrix

RECORD AND RETU
T. J. Forrest, Vice Pres.
CENTRAL BANK, NA
1956 Webster Street
Oakland, California
94612

RE: 3228 IM: 361

076

72-124250

CONSENT TO EASEMENT

CONSENT made this 7th day of September, 1972
by United Communities Corporation, as trustee, and Central
Valley National Bank, a national banking association,
as beneficiary.

WHEREAS, the undersigned are trustee and beneficiary
under a deed of trust dated May 17, 1971 and recorded Septem-
ber 31, 1971, series number 71/118926, official records,
City of San Leandro, County of Alameda, State of California,
effecting premises located in said city of San Leandro and

WHEREAS, D. H. Overmyer Co. Inc., (California),
owner in fee of said premises located in the city of San
Leandro, has executed a grant of easement of a twenty foot
drainage easement effecting said premises dated July 14, 1972
and recorded July 17, 1972, series number 72/96010, official
records Alameda County, State of California and

WHEREAS, the undersigned desires to consent to
said grant of easement.

NOW THEREFORE, in consideration of \$1.00 in hand
paid and other valuable consideration, the undersigned, trustee
and beneficiary, hereby give their consent to said easement.

IN WITNESS WHEREOF, the undersigned have executed
by their duly authorized officers and affixed their corporate
seals on the date first above written.

RECORDED at REQUEST OF
Transamerica Title Ins. Co.
At 9 A.M.

SEP 12 1972

400
OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
JACK G. BLUE
COUNTY RECORDER

United Communities Corp.

By: *TJ Forrest*
Asst Secretary

Central Valley National
Bank

By: *TJ Forrest*
Vice President
By: *John R. Laffan*
Asst Vice President

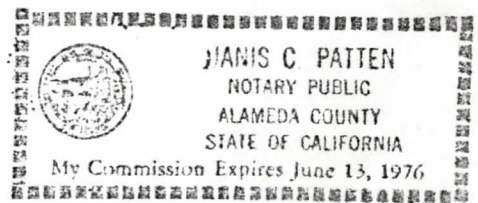
STATE OF CALIFORNIA)
) SS.
 COUNTY OF)

72-124250

On Sept. 7, 1972 before me, the undersigned, a Notary Public in and for said State, personally appeared
 T. J. Forrest Assistant Secretary
 known to me to be the of United Communities Corporation,
 known to me to be the person who executed the within Instrument
 on behalf of the corporation therein named, and acknowledged
 to me that such corporation executed the within instrument
 pursuant to its by-laws or a resolution of its board of
 directors.

WITNESS my hand and official seal.

Signature Janis C. Patten
 Janis C. Patten



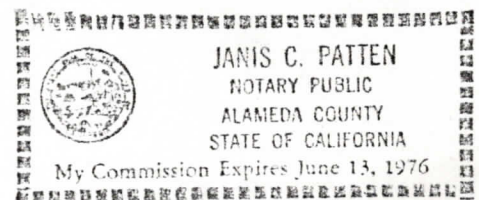
NOTARY PUBLIC

STATE OF CALIFORNIA)
) SS.
 COUNTY OF)

On Sept. 7, 1972 before me, the undersigned, a Notary Public in and for said State, personally appeared
 T. J. Forrest Vice President John R. Labrousche Assistant Vice President
 known to me to be the of Central Valley National
 Bank, known to me to be the person who executed the within
 Instrument on behalf of the corporation therein named, and
 acknowledged to me that such corporation executed and within
 instrument pursuant to its by-laws or a resolution of its
 board of directors.

WITNESS my hand and official seal.

Signature Janis C. Patten
 Janis C. Patten



NOTARY PUBLIC

To Overmyer, in file

RE: 3182 IM 638

081

RECORD & RETURN
D. H. Overmyer Co., Inc.
201 E. 42nd Street
New York, New York
Att: Donald Cassidy

72-96010

RECORDED at REQUEST OF
GRANTOR

At — Min. Past 2 PM

JUL 17 1972

GRANT OF EASEMENT

OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
JACK G. BLUE
COUNTY RECORDER

GRANT made this 14th day of July, 1972 by D. H. Overmyer Co., Inc., a California corporation, hereinafter called Grantor.

WHEREAS, D. H. Overmyer Co., Inc. (California) is the Owner in Fee of premises known as Parcel A, located in the City of San Leandro, County of Alameda, State of California, and more particularly described on annexed Exhibit A; and

WHEREAS, David B. Devine and Belle Haven Realty Co., a California corporation, are the Owners in Fee, respectively, of Parcels B & C (annexed hereto) located in the City of San Leandro, County of Alameda, State of California, hereinafter referred to as Grantees; and

WHEREAS, Grantor desires to convey to Grantees an Easement for storm drainage purposes over Parcel A for the benefit of Parcels B & C.

NOW THEREFORE, in consideration of \$1.00 in hand paid and other valuable consideration, Grantor hereby grant and convey to the Grantees, their heirs and assigns forever, an Easement over Parcel A for the benefit of Parcels B & C for the purpose of storm water surface flow and drainage from Parcels B & C.

Grantees shall have the right to discharge surface waters from Parcels B & C onto the following described 20

foot right of way lying across Parcel A, the center line of which is

BEGINNING at a point distant North $28^{\circ} 02' 10''$ West 880 feet from a point of the Northwestern line of William Street (60 feet wide), formerly West Avenue 129, the last said point being distant along said Northwestern line North $61^{\circ} 57' 50''$ East 2326.64 feet from the center line of Doolittle Drive (80 feet wide); running thence North $28^{\circ} 02' 10''$ West 50 feet; thence South $61^{\circ} 57' 50''$ West 80 feet; thence North $30^{\circ} 17'$ West 247 feet, more or less, to an Easement conveyed by D. H. Overmyer Co., Inc., a California corporation, to Alameda County Flood Control & Water Conservation District, a body politic, by instrument recorded July 5, 1967 in Reel 1994 of Official Records of Alameda County, Image 341.

Grantor shall have the right to relocate said Easement as may be necessary for the fullest development of the property without the consent of the Grantees, and shall maintain said Easement as may be required by local authorities having jurisdiction.

Grantees shall have the right to connect any storm drainage systems located in Parcels B & C into any storm drainage systems now or hereafter located on Parcel A.

It is understood that Grantees shall have no obligation to maintain any storm drainage systems located on Parcel A nor any right to enter upon Parcel A for the purpose of construction or operation of any storm drainage systems located on Parcel A.

IN WITNESS WHEREOF, our hands and seals the day and year first above written.

ATTEST:

Donald Cassidy
assistant secretary

D. H. OVERMYER CO., INC.,
a California corporation

By: [Signature]
Chairman and Chief Executive

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On July 19, 1972 before me, the undersigned, a Notary Public in and for said State, personally appeared D. H. Overmyer, known to me to be the Chairman and Chief Executive Officer, and Donald Cassidy, known to me to be the Assistant Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal on this day first above written.

Carol Weyler
NOTARY PUBLIC

CAROL WEYLER
Notary Public, State of New York
No. 41-4234815 - Queens County
Term Expires March 30, 1973

COMMENCING at a point in the northwesterly line of Williams Street (60 feet wide) distant thereon North $61^{\circ} 57' 50''$ East 2068.64 feet from the center line of Doolittle Drive (80 feet wide); thence North $28^{\circ} 02' 10''$ West 880.00 feet to the TRUE POINT OF BEGINNING of the parcel of land to be described, said point of beginning also being a point in the northeasterly line of that certain parcel of land described in Deed from Title Insurance and Trust Company to Kellogg Company, dated June 15, 1964, recorded June 16, 1964, on Reel 1233 at Image 54 (AW-96548) Official Records of Alameda County; thence North $28^{\circ} 02' 10''$ West along the northeasterly line, 59.08 feet to a point; thence northwesterly, continuing along said northeasterly line, on a curve to the left having a radius of 372.24 feet through a central angle of $50^{\circ} 42' 07''$ (tangent to said curve at last mentioned point is last described course and chord of said curve bears North $53^{\circ} 23' 13.5''$ West 318.76 feet) an arc distance of 329.40 feet; thence North $61^{\circ} 57' 50''$ East leaving said northeasterly line 23.16 feet; thence North $81^{\circ} 37' 50''$ East 93.08 feet; thence North $67^{\circ} 33' 52''$ East 206.01 feet to a point; thence northeasterly, easterly, and southeasterly on a curve to the right having a radius of 322.34 feet through a central angle of $79^{\circ} 56' 04''$ (tangent to last said curve at last mentioned point is last described course and chord of last said curve bears South $72^{\circ} 28' 06''$ East 414.11 feet) an arc distance of 449.70 feet to a point in a line parallel with and distant 880.00 feet northwesterly, measured at right angles, from said northwesterly line of Williams Street; thence South $61^{\circ} 57' 50''$ West along said parallel line 469.26 feet to the TRUE POINT OF BEGINNING, containing and area of 2.951 acres, more or less.

PARCEL B

Beginning at a point in the northwesterly line of Williams Street, 60 feet wide, distant thereon north 61° 57' 50" east, 2068.64 feet from the center line of Doolittle Drive, 80 feet wide, said point also being the most easterly corner of the parcel of land described in the deed from Little Insurance and Trust Company, to Kollins Company, dated June 15, 1964, recorded June 16, 1964 on Reel 1233 Image 54, Series No. AW/96548, Alameda County Records; thence north 28° 02' 10" west along the northwesterly line of last said parcel of land, 880 feet to a point in the southwesterly prolongation of the parcel of land described in the deed from Little Insurance and Trust Company to Southern Pacific Company, dated February 26, 1965, recorded March 22, 1965, on Reel 1462 Image 198, Alameda County Records; thence north 61° 57' 50" east along said southwesterly prolongation 244.24 feet to the most westerly corner of last said parcel of land; thence south 28° 02' 10" east along the southwesterly line of last said parcel of land, 880 feet to a point in said northwesterly line of Williams Street; thence south 61° 57' 50" west along last said line, 244.24 feet to the point of beginning. Excepting therefrom: All oil, gas and mineral rights without, however, right to use the surface or interior beneath the surface to a depth of 500 feet for the extraction thereof, as reserved by Southern Pacific Company in the deed dated August 12, 1966, recorded August 19, 1966, Instrument No. AY/99578.

72-96010

Beginning at a point on the Northwestern line of Williams Street (60 feet wide) formerly West Avenue 129, distant thereon North 61° 57' 50" East 2582.88 feet from the center line of Doolittle Drive (80 feet wide), said point of beginning also being the most South-eastern corner of the parcel of land described in the deed to Inland Transporters, Inc., dated July 19, 1963, recorded August 2, 1963 on Reel 954, Image 682, (AU/128591) Alameda County Records; running thence along the Southwestern line of said above mentioned parcel of land, North 28° 02' 10" West 854.01 feet; thence tangent with the last mentioned course, Northwesterly on the arc of a circle to the left, the center of which circle bears South 61° 57' 50" West with a radius of 392.24 feet, through a central angle of 3° 47' 58", a distance of 26.01 feet to a point on the arc of said circle from which the center thereof bears South 58° 09' 52" West; thence South 61° 57' 50" West 269.14 feet to a line drawn North 28° 02' 10" West from a point on said Northwestern line of Williams Street, distant thereon North 61° 57' 50" East 2312.88 feet from said center line of Doolittle Drive; thence along the last mentioned line, so drawn, South 28° 02' 10" East 880 feet to said Northwest-eastern line of Williams Street; thence along the last mentioned line, North 61° 57' 50" East 270 feet to the point of beginning.

EXCEPTING THEREFROM all oil, gas and mineral rights without, how-ever, right to use the surface or entry beneath the surface to a depth of 500 feet for the extraction thereof, as reserved in that certain deed from Southern Pacific Company, recorded March 22, 1955, in Reel 1462, Image 200, Series No. AX/38502, Official Re-cords.

RE: 3182 IM 636

081

RECORD & RETURN
D. H. Overmyer Co., Inc.
201 E. 42nd Street
New York, New York
Att: Donald Cassidy

72-96010

RECORDED at REQUEST OF
GRANTOR

At — Min. Past 3 PM

JUL 17 1972

GRANT OF EASEMENT

OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
JACK G. BLUE
COUNTY RECORDER

GRANT made this 14th day of July, 1972 by D. H. Overmyer Co., Inc., a California corporation, hereinafter called Grantor.

WHEREAS, D. H. Overmyer Co., Inc. (California) is the Owner in Fee of premises known as Parcel A, located in the City of San Leandro, County of Alameda, State of California, and more particularly described on annexed Exhibit A; and

WHEREAS, David B. Devine and Belle Haven Realty Co., a California corporation, are the Owners in Fee, respectively, of Parcels B & C (annexed hereto) located in the City of San Leandro, County of Alameda, State of California, hereinafter referred to as Grantees; and

WHEREAS, Grantor desires to convey to Grantees an Easement for storm drainage purposes over Parcel A for the benefit of Parcels B & C.

NOW THEREFORE, in consideration of \$1.00 in hand paid and other valuable consideration, Grantor hereby grant and convey to the Grantees, their heirs and assigns forever, an Easement over Parcel A for the benefit of Parcels B & C for the purpose of storm water surface flow and drainage from Parcels B & C.

Grantees shall have the right to discharge surface waters from Parcels B & C onto the following described 20

foot right of way lying across Parcel A, the center line of which is

BEGINNING at a point distant North $28^{\circ} 02' 10''$ West 880 feet from a point of the Northwestern line of William Street (60 feet wide), formerly West Avenue 129, the last said point being distant along said Northwestern line North $61^{\circ} 57' 50''$ East 2326.64 feet from the center line of Doolittle Drive (80 feet wide); running thence North $28^{\circ} 02' 10''$ West 50 feet; thence South $61^{\circ} 57' 50''$ West 80 feet; thence North $30^{\circ} 17'$ West 247 feet, more or less, to an Easement conveyed by D. H. Overmyer Co., Inc., a California corporation, to Alameda County Flood Control & Water Conservation District, a body politic, by instrument recorded July 5, 1967 in Reel 1994 of Official Records of Alameda County, Image 341.

Grantor shall have the right to relocate said Easement as may be necessary for the fullest development of the property without the consent of the Grantees, and shall maintain said Easement as may be required by local authorities having jurisdiction.

Grantees shall have the right to connect any storm drainage systems located in Parcels B & C into any storm drainage systems now or hereafter located on Parcel A.

It is understood that Grantees shall have no obligation to maintain any storm drainage systems located on Parcel A nor any right to enter upon Parcel A for the purpose of construction or operation of any storm drainage systems located on Parcel A.

IN WITNESS WHEREOF, our hands and seals the day and year first above written.

ATTEST:

Donald Cassidy
assistant secretary

D. H. OVERMYER CO., INC.,
a California corporation

By: [Signature]
Chairman and Chief Executive

STATE OF NEW YORK)
) ss:
 COUNTY OF NEW YORK)

On *July 19, 1972* before me, the undersigned, a Notary Public in and for said State, personally appeared D. H. Overmyer, known to me to be the Chairman and Chief Executive Officer, and Donald Cassidy, known to me to be the Assistant Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal on this day first above written.

Carol Weyler
 NOTARY PUBLIC

CAROL WEYLER
 Notary Public State of New York
 No. 414234-10 Queens County
 Term Expires March 12, 1973

COMMENCING at a point in the northwesterly line of Williams Street (60 feet wide) distant thereon North $61^{\circ} 57' 50''$ East 2068.64 feet from the center line of Doolittle Drive (80 feet wide); thence North $28^{\circ} 02' 10''$ West 880.00 feet to the TRUE POINT OF BEGINNING of the parcel of land to be described, said point of beginning also being a point in the northeasterly line of that certain parcel of land described in Deed from Title Insurance and Trust Company to Kellogg Company, dated June 15, 1964, recorded June 16, 1964, on Reel 1233 at Image 54 (AW-96548) Official Records of Alameda County; thence North $28^{\circ} 02' 10''$ West along the northeasterly line, 59.08 feet to a point; thence northwesterly, continuing along said northeasterly line, on a curve to the left having a radius of 372.24 feet through a central angle of $50^{\circ} 42' 07''$ (tangent to said curve at last mentioned point is last described course and chord of said curve bears North $53^{\circ} 23' 13.5''$ West 318.76 feet) an arc distance of 329.40 feet; thence North $61^{\circ} 57' 50''$ East leaving said northeasterly line 23.16 feet; thence North $81^{\circ} 37' 50''$ East 93.08 feet; thence North $67^{\circ} 33' 52''$ East 206.01 feet to a point; thence northeasterly, easterly, and southeasterly on a curve to the right having a radius of 322.34 feet through a central angle of $79^{\circ} 56' 04''$ (tangent to last said curve at last mentioned point is last described course and chord of last said curve bears South $72^{\circ} 28' 06''$ East 414.11 feet) an arc distance of 449.70 feet to a point in a line parallel with and distant 880.00 feet northwesterly, measured at right angles, from said northwesterly line of Williams Street; thence South $61^{\circ} 57' 50''$ West along said parallel line 469.26 feet to the TRUE POINT OF BEGINNING, containing and area of 2.951 acres, more or less.

72-96010

Beginning at a point in the northwesterly line of Williams Street, 60 feet wide, distant thereon north 61° 57' 50" east, 2068.64 feet from the center line of Doublette Drive, 80 feet wide, said point also being the most easterly corner of the parcel of land described in the deed from Little Insurance and Trust Company, to Kellison Company, dated June 15, 1964, recorded June 16, 1964 on Reel 1233 Image 54, Series No. AM/96548, Alameda County Records; thence north 28° 02' 10" west along the northwesterly line of last said parcel of land, 880 feet to a point in the southwesterly prolongation of the northwesterly line of the parcel of land described in the deed from Little Insurance and Trust Company to Southern Pacific Company, dated February 26, 1965, recorded March 22, 1965, on Reel 1462 Image 198, Alameda County Records; thence north 61° 57' 50" east along said southwesterly prolongation 244.24 feet to the most westerly corner of last said parcel of land; thence south 28° 02' 10" east along the southwesterly line of last said parcel of land, 880 feet to a point in said northwesterly line of Williams Street; thence south 61° 57' 50" west along last said line, 244.24 feet to the point of beginning. Excepting therefrom: All oil, gas and mineral rights without, however, right to use the surface or interior beneath the surface to a depth of 500 feet for the extraction thereof, as reserved by Southern Pacific Company in the deed dated August 12, 1966, recorded August 19, 1966, Instrument No. AY/99578.

72-96010

Beginning at a point on the Northwestern line of Williams Street (60 feet wide) formerly West Avenue 129, distant thereon North 61° 57' 50" East 2582.88 feet from the center line of Doolittle Drive (80 feet wide), said point of beginning also being the most South-eastern corner of the parcel of land described in the deed to Inauated Transpore, Inc., dated July 19, 1963, recorded August 2, 1963 on Reel 954, Image 682, (40/128591) Alaska County Records; running thence along the Southwestern line of said above mentioned parcel of land, North 28° 02' 10" West 874.01 feet; thence tangent with the last mentioned course, Northwesterly on the arc of a circle to the left, the center of which circle bears South 61° 57' 50" West with a radius of 392.24 feet, through a central angle of 3° 47' 58", a distance of 26.01 feet to a point on the arc of said circle from which the center thereof bears South 58° 09' 52" West; thence South 61° 57' 50" West 269.14 feet to a line drawn North 28° 02' 10" West from a point on said Northwestern line of Williams Street, distant thereon North 61° 57' 50" East 2312.88 feet from said center line of Doolittle Drive; thence along the last mentioned line, so drawn, South 28° 02' 10" East 880 feet to said Northwest-eastern line of Williams Street; thence along the last mentioned line, North 61° 57' 50" East 270 feet to the point of beginning.

EXCEPTING THEREFROM all oil, gas and mineral rights without, however, right to use the surface or entry beneath the surface to a depth of 500 feet for the extraction thereof, as reserved in that certain deed from Southern Pacific Company, recorded March 22, 1965, in Reel 1462, Image 200, Series No. AK/38502, Official Records.

EASEMENT

Agreement made September 16, 1971, between D. H. Overmyer Co., Inc., a California corporation, whose mailing address is 201 East 42nd Street, New York, N. Y. 10017, party of the first part, David B. Devine residing at 260 Kearney Street, San Francisco, California and Belle Haven Realty Co., whose mailing address is 1420 East Third Avenue, San Mateo, California, parties of the second part,

Whereas, by deed dated August 12, 1966 and recorded in the official records of Alameda County on August 19, 1966 under Recorder's Serial No. AY99581 from Southern Pacific Co. as Grantor to D. H. Overmyer Warehouse Co. (predecessor in title to D. H. Overmyer Co., Inc., a California corporation) and the City of San Leandro, a right of easement to drain and store storm waters which may from time to time accumulate upon lands described in said instrument as parcel 1, which lands were formerly owned by the party of the first part and are presently owned by Belle Haven Realty Co., and parcel 2 formerly owned by the party of the first part and presently owned David Devine, ^{was granted} to drain upon land described in said deed as parcel 3 which lands are presently owned by the party of the first part, and

Whereas, the party of the first part and the City of San Leandro have agreed upon another location for a storm runoff retention area, the party of the first part grants and establishes a new grant of easement as described below.

Now therefore, in consideration of One Dollar (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, and other good and valuable considerations, the party of the first part hereby grants an easement for storm drainage surface flow and for the construction, maintenance and operation of a storm drain pipeline and all appurtenances thereto, in, under, over, along and across a strip of land twenty (20) feet wide, measured at right angles, the centerline of said strip being described as follows:

Beginning at a point distant North 28° 02' 10" West 880 feet from a point on the Northwestern line of Williams Street (60 feet wide), formerly West Avenue 129, the last said point being distant along said Northwestern line North 61° 57' 50" East 2326.64 feet from the centerline of Doolittle Drive (80 feet wide); running thence North 28° 02'

10" West 50 feet; thence South $61^{\circ} 57' 50''$ West
80 feet; thence North $30^{\circ} 17'$ West 247 feet, more
or less, to an easement conveyed by D. H. Overmyer
Co., Inc., a California corporation, to Alameda
County Flood Control & Water Conservation District,
a body politic, by instrument recorded July 5,
1967 in Reel 1994 of Official Records of Alameda
County, Image 341.

Witness our hands and seals the day and year first
above written.

ATTEST:

D. H. OVERMYER CO., INC.

Assistant Secretary

By _____
Vice President

EASEMENT

Agreement made September 16, 1971, between D. H. Overmyer Co., Inc., a California corporation, whose mailing address is 201 East 42nd Street, New York, N. Y. 10017, party of the first part, and City of San Leandro, Alameda County, California, party of the second part,

WITNESSETH:

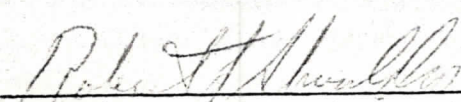
That for and in consideration of One Dollar (\$1.00), in hand paid, the receipt whereof is hereby acknowledged, and other good and valuable considerations, the party of the first part hereby grants an easement for storm drainage surface flow and for the construction, maintenance and operation of a storm drain pipeline and all appurtenances thereto, in, under, over, along and across a strip of land twenty (20) feet wide, measured at right angles, the centerline of said strip being described as follows:

BEGINNING at a point distant North 28° 02' 10" West 880 feet from a point on the Northwestern line of Williams Street (60 feet wide), formerly West Avenue 129, the last said point being distant along said Northwestern line North 61° 57' 50" East 2326.64 feet from the centerline of Doolittle Drive (80 feet wide); running thence North 28° 02' 10" West 50 feet; thence South 61° 57' 50" West 80 feet; thence North 30° 17' West 247 feet, more or less, to an easement conveyed by D. H. Overmyer Co., Inc., a California corporation, to Alameda County Flood Control & Water Conservation District, a body politic, by instrument recorded July 5, 1967 in Reel 1994 of Official Records of Alameda County, Image 341.

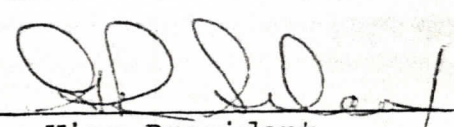
Witness our hands and seals the day and year first above written.

ATTEST:

D. H. OVERMYER CO., INC.


Assistant Secretary

By


Vice President

retd 10/17/71

STATE OF NEW YORK
COUNTY OF NEW YORK

On this 17th day of September, 1971 before me, Forman Bullock, a notary public of said state, duly commissioned and sworn, personally appeared G. R. Silcox known to me to be the Vice President of the corporation that executed the within instrument and Robert Shouldis known to me to be the Assistant Secretary and the person who executed the within instrument on behalf of the corporation and acknowledged to me that such corporation executed the same.

In Witness Whereof:

Forman Bullock
Notary Public

FORMAN BULLOCK
NOTARY PUBLIC, State of New York
No. 60-5517450
Qualified in Westchester County
Cert. filed with New York County Clerk
Term expires March 30, 1972

Return to:
Pillsbury, Madison & Sutro
225 Bush Street
San Francisco, California 94104

AY 99577

*Access Road
to S.F. #49*

RE: 1827 IM: 779

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That SOUTHERN PACIFIC COMPANY, a Delaware corporation, first party, does hereby release, remise and quitclaim unto D. H. OVERMYER WAREHOUSE CO., a California corporation, second party, all of first party's right, title and interest in and to that certain real property situated in the City of San Leandro, County of Alameda, State of California, and described as follows:

Portions of that certain easement excepted and reserved to first party by deed from first party to second party dated December 8, 1964, and recorded March 22, 1965, on Reel 1462, Images 200-203, of the Official Records of Alameda County, California, being those portions of said easement described as follows:

PARCEL 1: Beginning at a point in the northwesterly line of land described in Deed dated February 26, 1965, from Title Insurance and Trust Company to Southern Pacific Company recorded March 22, 1965 on Reel 1462, Image 198, Official Records of said County, distant thereon, North 61°57'50" East, 30 feet from the most westerly corner thereof; thence continuing North 61°57'50" East along said northwesterly line 42.28 feet to a point; thence southerly on a curve to the right having a radius of 75 feet through a central angle of 30°06'24" (tangent to said curve at last mentioned point bears South 12°34'11" East) an arc distance of 39.41 feet to a point of reverse curve; thence southerly on a curve to the left having a radius of 75 feet through a central angle of 45°34'23" (tangent to last said curve at last mentioned point bears South 17°32'13" West) an arc distance of 59.65 feet; thence North 28°02'10" West 87.12 feet to the point of beginning, containing an area of 1528 square feet, more or less.

PARCEL 2: Beginning at a point in the southeasterly line of land described in Deed dated February 26, 1965, from Title Insurance and Trust Company to Southern Pacific Company recorded March 22, 1965 on Reel 1462, Image 198, Official Records of said County, distant thereon North 61°57'50" East 30 feet from the most southerly corner thereof; thence continuing North 61°57'50" East along said southeasterly line, 30 feet to a point; thence westerly on a curve to the right having a radius of 30 feet through a central angle of 90°00' (tangent to said curve at last mentioned point bears South 61°57'50" West) an arc distance of 47.12 feet; thence South 28°02'10" East 30 feet to the point of beginning, containing an area of 193 square feet, more or less.

*E-38
(60)*

First party hereby covenants and agrees that in the use of said easement first party shall not construct any curbs, gutters, sidewalks or other improvements in or upon the lands traversed by said easement, nor shall first party otherwise interfere with or obstruct in any way the free use of said lands by second party as a vehicle parking, loading and turning area; provided, however, that the foregoing limitations upon the use by first party of said easement shall forthwith cease and determine and be of no further force or effect in the event second party does not purchase the real property described as "Parcel 3" in that certain Purchase and Sales Agreement dated December 27th, 1965, (an indenture of which was recorded May 27th, 1966, on Reel 1777, Images 620-624, of the Official Records of Alameda County) in accordance with the terms thereof.

First party further covenants and agrees that it will not dedicate the lands traversed by said easement to the City of San Leandro for street purposes unless and until second party fails to purchase the real property described as "Parcel 3" in the above-described Purchase and Sales Agreement in accordance with the terms thereof.

First party hereby declares that the right, title and interest being released, remised and quitclaimed is not necessary for use in the performance of its duties to the public as prescribed by the Public Utilities Code of the State of California, and is not needed for use in the conduct of its business.

First party hereby expressly reserves to itself, its successors and assigns, all of its right, title and interest in and to the remainder of said easement for roadway and utility purposes excepted and reserved to first party by said deed

AY 99577

dated December 8, 1964 and not hereby quitclaimed.

IN WITNESS WHEREOF, first party has executed these
presents this 12th day of August, 1966.

AY 99577

RECORDED at REQUEST OF
TITLE INSURANCE & TRUST CO.

At _____ Min. Past 2:30 P. M.

AUG 19 1966

OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
JACK G. BLUE
COUNTY RECORDER

SOUTHERN PACIFIC COMPANY

By *John B. Reid*
VICE PRESIDENT

Attest *T. F. Ryan*
Assistant Secretary

Value of interest
conveyed herein does
not exceed \$100

STATE OF CALIFORNIA, } ss.
City and County of San Francisco }

On this 16th day of August in the year One Thousand Nine Hundred and Sixty Six
before me, ROBT. J. BUSHNER, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared
John B. Reid and T. F. Ryan
(65 Market St.)

known to me to be the Vice President and Asst. Secretary

of the corporation _____ described in and that executed the within instrument, and also known to me
to be the person 3 who executed it on behalf of the corporation _____ therein named and
he _____ acknowledged to me that such corporation _____ executed the same.

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

Robt. J. Bushner
Notary Public in and for the City and County of San Francisco, State of California.

ROBT. J. BUSHNER
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL PLACE OF BUSINESS IN
CITY AND COUNTY OF
SAN FRANCISCO
My Commission Expires July 12, 1970

AY 99577

Corporation

My Commission Expires July 12, 1970



TRANSAMERICA TITLE INSURANCE COMPANY

PRELIMINARY REPORT

Please address correspondence to the office checked below:

☐

SAN FRANCISCO
214 Van Ness Ave.
Underhill 3-3080



SAN FRANCISCO
160 Sutter St.
Exbrook 2-2142

☐

SAN FRANCISCO
2329 Irving St.
P.O. Box 22177
Lombard 6-8088

☐

SAN FRANCISCO
5061 Mission St.
Delaware 3-6900

☐

SAN FRANCISCO
3250 - 21st St.
Mission 7-4233



TRANSAMERICA TITLE INSURANCE GROUP

ALASKA

TITLE INSURANCE AND TRUST COMPANY
OF ALASKA
705 Sixth Avenue, Anchorage

ARIZONA

PHOENIX TITLE AND TRUST COMPANY
114 West Adams Street, Phoenix

CALIFORNIA

TRANSAMERICA TITLE INSURANCE COMPANY
1330 Broadway, Oakland

COLORADO

THE TITLE GUARANTY COMPANY OF COLORADO
1720 California Street, Denver

OREGON

OREGON TITLE INSURANCE CO.
731 S.W. Stark Street, Portland

PACIFIC TITLE INSURANCE COMPANY
315 S.W. Fourth Avenue, Portland

WASHINGTON

TRANSAMERICA TITLE INSURANCE COMPANY
OF WASHINGTON
705 Third Avenue, Seattle

Preliminary Report

for a

Title Insurance Policy

Issued by

TRANSAMERICA TITLE
INSURANCE COMPANY



FIRST SUPPLEMENTAL REPORT

BUCKBEE THORNE AND COMPANY
160 Sutter Street
San Francisco, California

Our No. 169788 PD

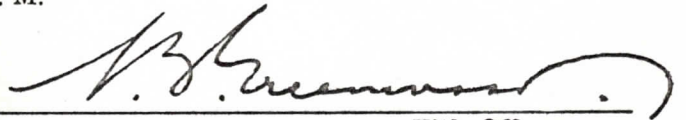
Your No. 402638 EM

2 cc: William Cristy IV
2 cc: William Greenback
2 cc: Dennis Hession
2 cc: Kevin Lynch

In connection with this preliminary report, furnished without liability, the Company is prepared to issue a policy of title insurance in usual form, as of the date hereof, containing standard exceptions and conditions and showing title as set forth herein.

Date: June 12, 1967

at 8:00 A. M.



Title Officer

Vestee:

D. H. OVERMYER WAREHOUSE CO., a
corporation of the State of California

Description:

(SEE PAGE TWO)

DESCRIPTION:

In the State of California, County of Alameda, City of San Leandro, and being:

PARCEL 1:

Beginning at a point on the Northwestern line of Williams Street (60 feet wide) formerly West Avenue 129, distant thereon North 61° 57' 50" East 2582.88 feet from the center line of Doolittle Drive (80 feet wide), said point of beginning also being the most Southern corner of the parcel of land described in the deed to Insured Transporters, Inc., dated July 19, 1963, recorded August 2, 1963 on Reel 954, Image 682, (AU/128591) Alameda County Records; running thence along the Southwestern line of said above mentioned parcel of land, North 28° 02' 10" West 854.01 feet; thence tangent with the last mentioned course, Northwesterly on the arc of a circle to the left, the center of which circle bears South 61° 57' 50" West with a radius of 392.24 feet, through a central angle of 3° 47' 58", a distance of 26.01 feet to a point on the arc of said circle from which the center thereof bears South 58° 09' 52" West; thence South 61° 57' 50" West 269.14 feet to a line drawn North 28° 02' 10" West from a point on said Northwestern line of Williams Street, distant thereon North 61° 57' 50" East 2312.88 feet from said center line of Doolittle Drive; thence along the last mentioned line, so drawn, South 28° 02' 10" East 880 feet to said Northwestern line of Williams Street; thence along the last mentioned line, North 61° 57' 50" East 270 feet to the point of beginning.

EXCEPTING THEREFROM all oil, gas and mineral rights without, however, right to use the surface or entry beneath the surface to a depth of 500 feet for the extraction thereof, as reserved in that certain deed from Southern Pacific Company, recorded March 22, 1965, in Reel 1462, Image 200, Series No. AX/38502, Official Records.

- Assessor's Arb No. 79A-375-7-12

PARCEL 2:

An easement for roadway and utility purposes, over and upon the following described parcel of land, which D. H. Overmyer Warehouse Co., may also dedicate for street purposes to the City of San Leandro:

A piece or parcel of land situate, lying and being in the City of San Leandro, County of Alameda, State of California, more particularly described as follows:

Beginning at a point on the Northwestern line of Williams Street (60 feet wide), formerly West Avenue 129, distant thereon North $61^{\circ} 57' 50''$ East 2372.88 feet from the center line of Doolittle Drive (80 feet wide), said point of beginning also being distant South $61^{\circ} 57' 50''$ West 210 feet from the most Southern corner of the parcel of land described in the deed to Insured Transporters, Inc., dated July 19, 1963, recorded August 2, 1963 on Reel 954, Image 682 (AU/128591) Alameda County Records; running thence Westerly and Northerly on the arc of a circle to the right from which the center of said circle bears North $28^{\circ} 02' 10''$ West, with a radius of 30 feet, through a central angle of 90° , a distance of 47.12 feet to a point on said arc from which the center of said circle bears North $61^{\circ} 57' 50''$ East; thence tangent with last said arc North $28^{\circ} 02' 10''$ West 762.88 feet; thence Northwesterly on the arc of a circle to the right from which the center of said circle bears North $61^{\circ} 57' 50''$ East, with a radius of 75 feet, through a central angle of $45^{\circ} 34' 23''$, a distance of 59.65 feet to a point on said arc from which the center of said circle bears South $72^{\circ} 27' 47''$ East; thence Northerly, Northwesterly, Westerly and Southerly on the arc of a circle to the left from which the center of said circle bears North $72^{\circ} 27' 47''$ West, with a radius of 75 feet, through a central angle of $271^{\circ} 08' 46''$, a distance of 354.93 feet to a point on said circle from which the center thereof bears North $16^{\circ} 23' 27''$ East; thence Southeasterly on the arc of a reverse circle to the right from which the center of said circle bears South $16^{\circ} 23' 27''$ West, with a radius of 75 feet, through a central angle of $45^{\circ} 34' 23''$, a distance of 59.65 feet to a point on said circle from which said center thereof bears South $61^{\circ} 57' 50''$ West; thence tangent with the last mentioned curve, South $28^{\circ} 02' 10''$ East 762.88 feet; thence Southeasterly on the arc of a tangent circle to the right from which the center of said circle bears South $61^{\circ} 57' 50''$ West, with a radius of 30 feet, through a central angle of 90° , a distance of 47.12 feet to a point on said Northwestern line of Williams Street, distant thereon North $61^{\circ} 57' 50''$ East 2252.88 feet from said center line of Doolittle Drive, said point also being a point on said arc of said circle from which said center thereof bears North $28^{\circ} 02' 10''$ West; thence along said Northwestern line of Williams Street, North $61^{\circ} 57' 50''$ East 120 feet to the point of beginning.

EXCEPTING THEREFROM, that portion thereof lying within the lines of Parcel 1 above described.

ALSO EXCEPTING THEREFROM all oil, gas and mineral rights without, however, right to use the surface or interior beneath the surface to a depth of 500 feet for the extraction thereof, as reserved in that certain deed from Southern Pacific Company, a corporation, recorded August 19, 1966 in Reel 1827, Image 782, Series No. AY/99578, Official Records.

PARCEL 3:

The non-exclusive and temporary right and easement to drain and store storm waters over and upon the following described land:

Commencing at a point in the Northwestern line of Williams Street (60 feet wide) distant thereon North $61^{\circ} 57' 50''$ East 2068.64 feet from the center line of Doolittle Drive (80 feet wide); thence North $28^{\circ} 02' 10''$ West 880.00 feet to the true point of beginning of the parcel of land to be described, said point of beginning also being a point in the Northeasterly line of that certain parcel of land described in Deed from Title Insurance and Trust Company to Kellogg Company, dated June 15, 1964, recorded June 16, 1964, on Reel 1233 at Image 54 (AW/96548) Official Records of Alameda County; thence North $28^{\circ} 02' 10''$ West along said Northeasterly line, 59.08 feet to a point; thence Northwesterly, continuing along said Northeasterly line, on a curve to the left having a radius of 372.24 feet through a central angle of $50^{\circ} 42' 07''$ (tangent to said curve at last mentioned point is last described course and chord of said curve bears North $53^{\circ} 23' 13.5''$ West 318.76 feet) an arc distance of 329.40 feet; thence North $61^{\circ} 57' 50''$ East leaving said Northeasterly line 23.16 feet; thence North $81^{\circ} 37' 50''$ East 93.08 feet; thence North $67^{\circ} 33' 52''$ East 206.01 feet to a point, thence Northeasterly, Easterly, and Southeasterly on a curve to the right having a radius of 322.34 feet through a central angle of $79^{\circ} 56' 04''$ (tangent to last said curve at last mentioned point is last described course and chord of last said curve bears South $72^{\circ} 28' 06''$ East 414.11 feet) an arc distance of 449.70 feet to a point in a line parallel with and distant 880.00 feet Northwesterly, measured at right angles, from said Northwesterly line of Williams Street; thence South $61^{\circ} 57' 50''$ West along said parallel line 469.26 feet to the true point of beginning, containing an area of 2.951 acres, more or less; together with the right to construct and maintain along the perimeter of said Parcel 3 a dyke of sufficient height to provide for the storage of 5 acre-feet of storm water upon said Parcel 3.

Said easement and right will terminate upon the termination of the requirement by the City of San Leandro that said Parcel 3 be reserved as a storm run-off retention area.

SUBJECT TO THE FOLLOWING:

A. TAXES for the fiscal year 1967-1968, a lien, not yet due and payable.

B. COUNTY TAXES for the fiscal year 1966-1967 (including personal property tax of \$39.33) as follows:

1st inst. \$9,127.99 PAID
2nd inst. \$9,127.99 DELINQUENT
Account No. 79A-375-7-12
Land \$40,050 Imp \$157,100 PP \$450
Code Area No. 10-001

1. A NON-EXCLUSIVE RIGHT OF WAY AND EASEMENT affecting Parcel 3 and such portions of Parcels 1 and 2 as may be determined by inspection of said land as disclosed by said recitals herein, and the recital in that certain deed recorded March 29, 1963, Series No. AU/53871, for the installation, operation and maintenance of a railroad spur track to provide railroad service to (a) Parcel 1 described in the deed from Chrysler Corporation to Grantor dated June 4, 1962, recorded June 6, 1962, on Reel 600, Image 394 (AT/75451) Alameda County records; (b) Parcel 2 described in the Corporation Quitclaim Deed from Chrysler Corporation to Kaiser Aluminum & Chemical Corporation dated December 6, 1962, recorded December 20, 1962, under Recorder's Series No. AT/174874, Alameda County Records; and (c) a strip of land approximately 189.42 feet in width adjoining said Parcel 1 on the east, said easement being in the City of San Leandro, County of Alameda, State of California and described as follows:

Beginning at the intersection of the Northwestern line of the parcel of land described in the deed by Chrysler Corporation, a corporation, to Kaiser Aluminum & Chemical Sales, Inc., dated June 4, 1962, recorded June 6, 1962 on Reel 600, Image 394, (AT/75451) Alameda County Records, with the Northeastern line of the parcel of land described in the deed by The Welch Grape Juice Co. to Kellogg Company, a Delaware corporation, dated December 12, 1951, recorded January 7, 1952 in book 6628 of Official Records of Alameda County, page 241, (AG/1417); running thence along said Northwestern line, North 69° 30' East (the bearing of North 69° 30' East being taken for the purpose of this description) 340.62 feet; thence South 28° 02' 10" East 35.30 feet; thence South 69° 30' West 146.44 feet; thence tangent with the last mentioned course Westerly on a curve to the right with a radius of 326.90 feet, a distance of 46.59 feet; thence tangent with the last mentioned curve, South 77° 40' West 152.60 feet to said Northeastern line of said parcel of land described in said deed to Kellogg Company; thence along the last mentioned line, North 28° 02' 10" West 10.10 feet to the point of beginning, as conveyed to Kellogg Company by deed recorded December 27, 1962, Series No. AT/177675.

Said deed provides grantee, its successors and assigns, shall have the right (subject to the consent of the railroad) to tie into and use any railroad spur track on said right of way and easement; provided, however, that in the event Grantee exercises said right Grantee and Grantor shall thereafter contribute their equitable share of the costs of maintenance of said railroad spur track and right of way.

2. (AFFECTS PARCELS 1, 2 AND 3)

AN EASEMENT for roadway and utility purposes over and upon the following described parcel of land, which parcel Grantor may also dedicate for street purposes to the City of San Leandro, as reserved in that certain deed from Southern Pacific Company, recorded March 22, 1965 in reel 1462, image 200, Series No. AX/38502:

A piece or parcel of land situate, lying and being in the City of San Leandro, County of Alameda, State of California, more particularly described as follows:

Beginning at a point on the Northwestern line of Williams Street (60 feet wide), formerly West Avenue 129, distant thereon North $61^{\circ} 57' 50''$ East 2372.88 feet from the center line of Doolittle Drive (80 feet wide), said point of beginning also being distant South $61^{\circ} 57' 50''$ West 210 feet from the most Southern corner of the parcel of land described in the deed to Insured Transporters, Inc., dated July 19, 1963, recorded August 2, 1963 on Reel 954, Image 682, (AU/128591) Alameda County Records; running thence Westerly and Northerly on the arc of a circle to the right from which the center of said circle bears North $28^{\circ} 02' 10''$ West, with a radius of 30 feet, through a central angle of 90° , a distance of 47.12 feet to a point on said arc from which the center of said circle bears North $61^{\circ} 57' 50''$ East; thence tangent with last said arc, North $28^{\circ} 02' 10''$ West 762.88 feet; thence Northwesterly on the arc of a circle to the right from which the center of said circle bears North $61^{\circ} 57' 50''$ East, with a radius of 75 feet, through a central angle of $45^{\circ} 34' 23''$, a distance of 59.65 feet to a point on said arc from which the center of said circle bears South $72^{\circ} 27' 47''$ East; thence Northerly, Northwesterly, Westerly and Southerly on the arc of a circle to the left from which the center of said circle bears North $72^{\circ} 27' 47''$ West, with a radius of 75 feet, through a central angle of $271^{\circ} 08' 46''$, a distance of 354.93 feet to a point on said circle from which the center thereof bears North $16^{\circ} 23' 27''$ East; thence Southeasterly on the arc of a reverse circle to the right from which the center of said circle bears South $16^{\circ} 23' 27''$ West, with a radius of 75 feet, through a central angle of $45^{\circ} 34' 23''$, a distance of 59.65 feet to a point on said circle from which said center thereof bears

South $61^{\circ} 57' 50''$ West; thence tangent with the last mentioned curve, South $28^{\circ} 02' 10''$ East 762.88 feet; thence Southeasterly on the arc of a tangent circle to the right from which the center of said circle bears South $61^{\circ} 57' 50''$ West, with a radius of 30 feet, through a central angle of 90° , a distance of 47.12 feet to a point on said Northwestern line of Williams Street, distant thereon North $61^{\circ} 57' 50''$ East 2252.88 feet from said center line of Doolittle Drive, said point also being a point on said arc of said circle from which said center thereof bears North $28^{\circ} 02' 10''$ West; thence along said Northwestern line of Williams Street, North $61^{\circ} 57' 50''$ East 120 feet to the point of beginning.

The perimeter of said easement was diminished by a Quitclaim Deed from Southern Pacific Company, recorded August 19, 1966, in reel 1827, image 779, Series No. AY/99577, as follows:

Portions of that certain easement excepted and reserved to first party by deed from first party to second party dated December 8, 1964, and recorded March 22, 1965, on reel 1462, image 200-203, of the Official Records of Alameda County, California, being those portions of said easement described as follows:

PARCEL 1: Beginning at a point in the Northwesternly line of land described in Deed dated February 26, 1965, from Title Insurance and Trust Company to Southern Pacific Company recorded March 22, 1965 on reel 1462, image 198, Official Records of said County, distant thereon, North $61^{\circ} 57' 50''$ East, 30 feet from the most Westerly corner thereof; thence continuing North $61^{\circ} 57' 50''$ East along said Northwesternly line 42.28 feet to a point; thence Southerly on a curve to the right having a radius of 75 feet through a central angle of $30^{\circ} 06' 24''$ (tangent to said curve at last mentioned point bears South $12^{\circ} 34' 11''$ East) an arc distance of 39.41 feet to a point of reverse curve; thence Southerly on a curve to the left having a radius of 75 feet through a central angle of $45^{\circ} 34' 23''$ (tangent to last said curve at last mentioned point bears South $17^{\circ} 32' 13''$ West) an arc distance of 59.65 feet; thence North $28^{\circ} 02' 10''$ West 87.12 feet to the point of beginning, containing an area of 1528 square feet, more or less.

PARCEL 2: Beginning at a point in the Southeasterly line of land described in Deed dated February 26, 1965, from Title Insurance and Trust Company to Southern Pacific Company recorded March 22, 1965 on reel 1462, image 198, Official Records of said County, distant thereon North $61^{\circ} 57' 50''$ East 30 feet from the most Southerly corner thereof; thence continuing North $61^{\circ} 57' 50''$ East along said Southeasterly line, 30 feet to a point; thence Westerly on a curve to the right having a radius of 30 feet through a central angle of $90^{\circ} 00'$ (tangent to said curve at last mentioned point bears South $61^{\circ} 57' 50''$ West) an arc distance of 47.12 feet; thence South $28^{\circ} 02' 10''$ East 30 feet to the point of beginning, containing an area of 193 square feet, more or less.

3. DEED OF TRUST to secure an indebtedness of \$700,000.00 and any other amounts payable under the terms thereof, dated December 8, 1964, recorded March 22, 1965, reel 1462, image 204, Series No. AX/38503, Official Records.

Trustor: D. H. Overmyer Warehouse Co., a California corporation
Trustee: Title Insurance and Trust Company
Beneficiary: Bank of America National Trust and Savings Association, 1400 East 14th Street, San Leandro, California

Said deed of trust is additionally secured by an assignment of rents executed by D. H. Overmyer Warehouse Co., a corporation, dated December 8, 1964, recorded February 23, 1966, reel 1712, image 339, Official Records.

The beneficial interest under said deed of trust is now vested of record in John Hancock Mutual Life Insurance Company, without recourse or warranty by assignment, recorded February 23, 1966, reel 1712, image 342, Series No. AY/24218, Official Records.

Said deed of trust was partially reconveyed as to a non-exclusive Road and utility easement over that portion of said land more particularly described in that certain Partial Reconveyance recorded August 19, 1966, in reel 1827, image 151, Series No. AY/99163, the record of which reference is made for said description.

4. (AFFECTS PARCEL 3)

AGREEMENT OF SALE dated December 27, 1965, between Southern Pacific Company, a Delaware corporation, Seller, and D. H. Overmyer Warehouse Co., a California corporation, Buyer, on the terms and conditions contained therein, recorded May 27, 1966, reel 1777, image 620, Series No. AY/67015, Official Records.

5. (AFFECTS PARCEL 2)

AN EASEMENT for roadway and utility purposes over that portion of Parcel 2 being described as the Northeasterly 30 feet of Parcel 2 as reserved by Southern Pacific Company in that certain Agreement of Sale recorded May 27, 1966, reel 1777, image 620, Series No. AY/67015, Official Records.

6. (AFFECTS PARCEL 3)

COVENANTS affecting Parcel 3, regarding quitclaim thereof as contained in the deed from Southern Pacific Company, recorded August 19, 1966, reel 1827, image 789, Series No. AY/99581.

7. CLAIM OF LIEN in the amount of \$75.00 by Herman Krusi, dba Power Pole Rentals, recorded March 2, 1967, reel 1924, image 369, Series No. AZ/19089, Official Records.

8. CLAIM OF LIEN in the amount of \$25,000.00 by The Ceco Corporation, recorded May 15, 1967, reel 1964, image 356, Series No. AZ/45286, Official Records.

9. WE HAVE SHOWN Mechanic's Liens in Items 7 and 8, above, inasmuch as they do not contain a legal description but merely show a street address of 1968 Williams Street, San Leandro, which may or may not have been intended to cover said land herein, which is 1950 Williams Street.

10. DEED OF TRUST to secure an indebtedness of \$17,445.00 and any other amounts payable under the terms thereof, dated May 12, 1967, recorded May 22, 1967, reel 1967, image 493, Series No. AZ/47362, Official Records.

Trustee: D. H. Overmyer Co., Inc., a California corporation

Trustee: Title Insurance and Trust Company, a California corporation

Beneficiary: Concrete Shell Structures, Inc.

SPECIAL INFORMATION SHEET (NIL)

Attached To Preliminary Report No. 169788 Dated June 12, 1967

Unless shown in the body of this preliminary report there appear of record no transfers or agreements to transfer the land described herein recorded during the period of six months prior to the date of this report, except as follows:

NONE

BOOK 77A
41 Pg. 3
Boundary Line City of San Leandro
N69°52'05"E (C.N.C.)

STREET
Merced MEA
St

1900
1904
1910

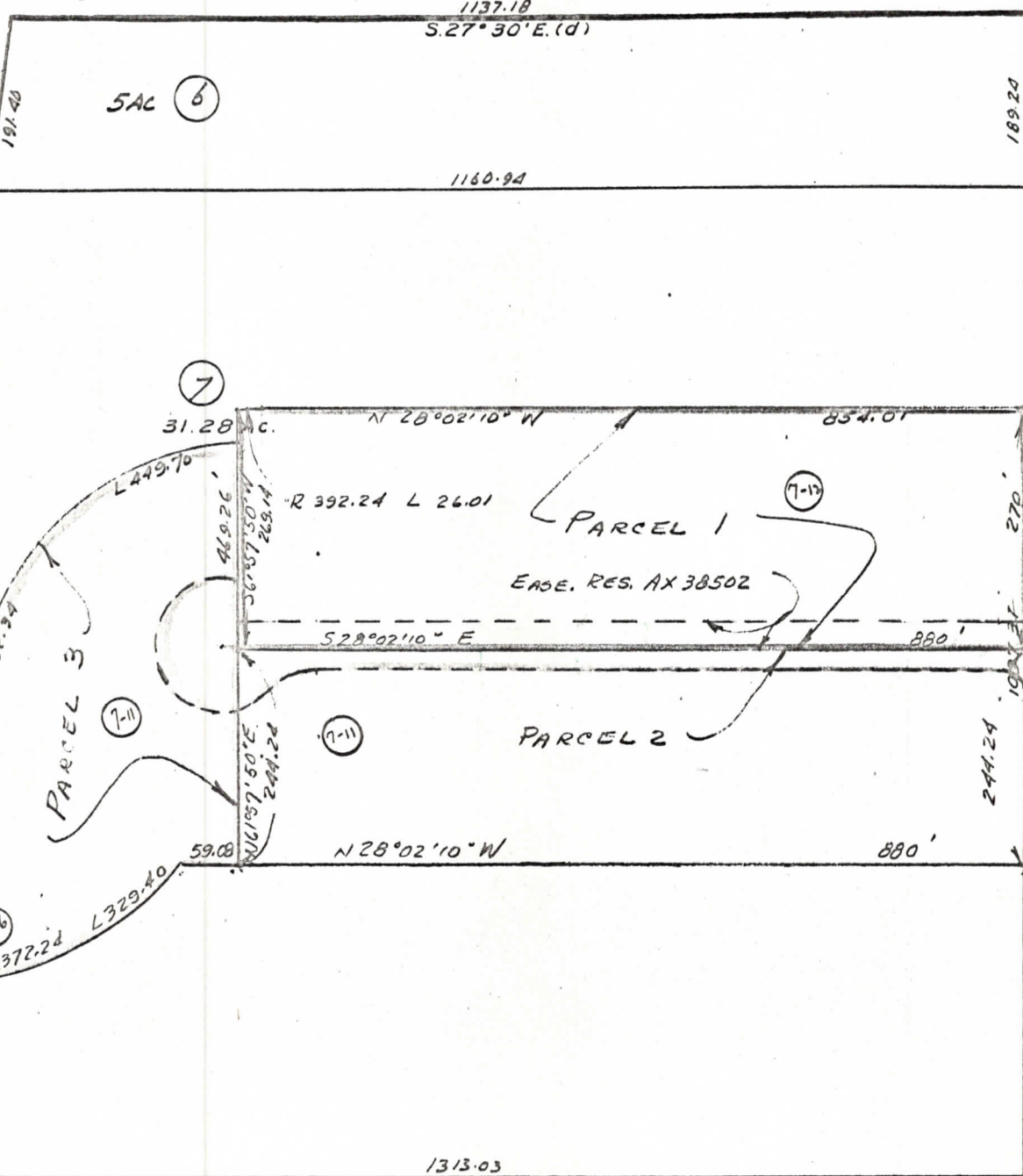
(West Ave 129)

2582.88
WILLIAMS
2312.88

206A.8

WILLIAMS

60



Boundary Line, City of San Leandro
Ord. No. 174 N.S.

ML



Title Insurance and Trust Company

FOUNDED 1893

PLEASE ADDRESS ALL
INQUIRIES AND
CORRESPONDENCE TO:

PLEASE ADDRESS ALL
INQUIRIES AND
CORRESPONDENCE TO:

- ☐ 105 CENTER SQUARE, FREMONT
TELEPHONE 797-3633
- ☐ 7739 AMADOR VALLEY BLVD. DUBLIN
TELEPHONE 828-2525
- ☐ 105 PARROTT STREET, SAN LEANDRO
TELEPHONE 357-9341

ALAMEDA COUNTY

- ☒ 1459 FRANKLIN STREET, OAKLAND 12
TELEPHONE 451-8300
- ☐ 1164 "A" STREET, HAYWARD
TELEPHONE 537-8300
- ☐ 2020 MILVIA STREET, BERKELEY 4
TELEPHONE 841-6424

- D. H. Overmyer Warehouse Company
- John Hancock Mutual Life Insurance Company

IMPORTANT

When replying refer to

Our No. 1120060

E-38

The following is a report of the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy. In addition to any exceptions shown herein, and not cleared, the policy, if issued, will contain conditions and stipulations and also exceptions from its coverage as may be required by the particular form of policy issued.

Dated as of October 9, 1964 at 8:30 a.m.

Assistant Secretary

Vestee:

TITLE INSURANCE and TRUST COMPANY

(a California corporation)

(by instrument recorded more than six months prior to date hereof)

Exceptions:

1964-65 County and City taxes as follows:
1st installment \$2,944.75
2nd installment \$2,944.75
Account No. 79A-375-7-4

(Affects other property also)

DESCRIPTION

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

PARCEL 1:

COMMENCING at a point on the northwestern line of Williams Street (60 feet wide), formerly West Avenue 129, distant thereon north 61° 57' 50" east 2168.64 feet from the centerline of Boonville Drive (80 feet wide), said point of commencement also being distant south 61° 57' 50" west 514.24 feet from the most southern corner of the land described in the deed to Insured Transporters Inc., dated July 19, 1963, recorded August 2, 1963, on Reel 954, Image 682, (AU/128591) Alameda County Records; thence along the north-eastern line of the land described in the deed by Kellogg Company, a corporation, to Title Insurance and Trust Company, dated March 22, 1963, recorded March 29, 1963, on Reel 840, Image 447, (AU/53870) Alameda County Records, north 28° 02' 10" west 88.0 feet to the actual point of beginning; running thence along said last named line, north 28° 02' 10" west 59.08 feet; thence northwesterly, on the arc of a curve to the left, having a radius of 372.24 feet, through a central angle of 50° 42' 07", a distance of 329.40 feet to a point from which the center of said circle bears south 11° 15' 43" west; thence along the southwestern line of said last mentioned land, north 28° 02' 10" west 23.245 feet to a line drawn parallel with the northwestern line of the 10 acre parcel of land described in the deed from Kaiser Aluminum and Chemical Sales, Inc., a corporation, to Kellogg Company, a corporation, dated December 27, 1962, recorded December 27, 1962, on Reel 753, Image 810, (AT/177675) Alameda County Records, and distant southeasterly 35 feet, right angle measurement, therefrom; thence along said line, so drawn, north 69° 30' east 513.81 feet to the general southwestern line of said land firstly mentioned; thence along the last named line, south 20° 30' east 25 feet to a point from which the center of a circle having a radius of 392.24 feet, bears south 11° 06' 33" west; thence along the arc of said circle to the right, through a central angle of 47° 03' 19", a distance of 322.14 feet to a point from which the center of said circle bears south 58° 09' 52" west; and thence south 61° 57' 50" west 513.38 feet to the point of beginning.

PARCEL 2: _____
AN EASEMENT for roadway purposes over the following described parcel of land:

BEGINNING at a point on the northwestern line of Williams Street (60 feet wide), formerly West Avenue 129, distant thereon north 61° 57' 50" east 2472.88 feet from the centerline of Boottle Drive (80 feet wide), said point of beginning also being distant south 61° 57' 50" west 210 feet from the most southern corner of the land described in the deed to Insured Transporters Inc., dated July 19, 1963, recorded August 2, 1963, on Reel 954, Image 682, (AU/128591) Alameda County Records; running thence westerly and northerly, on the arc of a tangent curve to the right, having a radius of 30 feet, through a central angle of 90°, a distance of 47.12 feet; thence tangent to said curve north 28° 02' 10" west 762.88 feet; thence westerly and northerly, on the arc of a tangent curve to the right, having a radius of 75 feet, through a central angle of 45° 34' 23", a distance of 59.65 feet to a point from which the center of said circle bears north 16° 23' 27" east; thence on the arc of a reverse curve to the right, having a radius of 75 feet, through a central angle of 45° 34' 23", a distance of 59.65 feet; thence tangent to said curve south 28° 02' 10" east 762.88 feet; thence southwesterly, on the arc of a curve to the right, having a radius of 30 feet, through a central angle of 90°, a distance of 47.12 feet to a point on said northwestern line of Williams Street, distant thereon north 61° 57' 50" east 2352.88 feet from said centerline of Boottle Drive; and thence along said northwestern line of Williams Street, north 61° 57' 50" east 120 feet to the point of beginning.

EXCEPT that portion thereof lying within the boundary lines of parcel 1 above.

RESERVING an easement for roadway purposes over the following described parcel of land.

BEGINNING at a point on the northwestern line of Williams Street (60 feet wide), formerly West Avenue 129, distant thereon north $61^{\circ} 57' 50''$ east 2472.88 feet from the centerline of Doolittle Drive (80 feet wide), said point of beginning also being distant south $61^{\circ} 57' 50''$ west 210 feet from the most southern corner of the land described in the deed to Insured Transporters Inc., dated July 19, 1963, recorded August 2, 1963, on Reel 954, Image 682, (AU/128591) Alameda County Records; running thence westerly and northerly, on the arc of a tangent curve to the right, having a radius of 30 feet, through a central angle of 90° , a distance of 47.12 feet; thence tangent to said curve north $28^{\circ} 02' 10''$ west 762.88 feet; thence westerly and northerly, on the arc of a tangent curve to the right, having a radius of 75 feet, through a central angle of $45^{\circ} 34' 23''$, a distance of 59.65 feet to a point from which the center of said circle bears north $73^{\circ} 36' 33''$ west; thence southeasterly, on the arc of a reverse curve to the left, having a radius of 75 feet, through a central angle of $271^{\circ} 08' 46''$, a distance of 354.93 feet to a point from which the center of said circle bears north $16^{\circ} 23' 27''$ east; thence on the arc of a reverse curve to the right, having a radius of 75 feet, through a central angle of $45^{\circ} 34' 23''$, a distance of 59.65 feet; thence tangent to said curve south $28^{\circ} 02' 10''$ east 762.88 feet; thence southwesterly, on the arc of a curve to the right, having a radius of 30 feet, through a central angle of 90° , a distance of 47.12 feet to a point on said northwestern line of Williams Street, distant thereon north $61^{\circ} 57' 50''$ east 2352.88 feet from said centerline of Doolittle Drive; and thence along said northwestern line of Williams Street, north $61^{\circ} 57' 50''$ east 120 feet to the point of beginning.