

RECORDING REQUESTED BY:

RE: 4145 IM: 665 ✓

Redevelopment Agency of the
City of Oakland
1333 Broadway
Oakland, California 94612

75-157515
RECORDED at REQUEST OF
Northwestern Title Co.
At 10:30 A.M.
OCT 28 1975
OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
RENE C. DAVIDSON
COUNTY RECORDER

WHEN RECORDED MAIL TO:

Redevelopment Agency of the
City of Oakland
1333 Broadway
Oakland, California 94612

Space above this line for
Recorder's Use

TRANSFER
TAX PAID
ALAMEDA COUNTY

CITY
TAX
P

GRANT DEED

REDEVELOPMENT AGENCY OF THE CITY OF OAKLAND, a public body, corporate and politic, herein called "Grantor" acting to carry out a redevelopment plan under the Community Redevelopment Law of California, hereby grants to Paul L. Cobb and Gay P. Cobb, his wife, as joint tenants herein called "Grantee," the real property situated in the City of Oakland, County of Alameda, State of California, more particularly described in Schedule "A" attached hereto, hereinafter referred to as "Property;"

SUBJECT, however, to easements of record, the Amended Oak Center Redevelopment Plan, recorded in the office of the Recorder of the County of Alameda on November 18, 1970, Reel 2735, Image 24, Official Records, or any amendment thereto hereafter legally adopted, hereinafter referred to as the "Plan," the Declaration of Restrictions incident thereto, recorded in the office of said County Recorder on July 31, 1967, Reel 2009, Image 934, Official Records, or any amendment thereto hereafter legally adopted, hereinafter referred to as the "Restrictions", which Plan and Restrictions are incorporated and made a part of this Grant Deed with the same force and effect as though set forth in full herein. This Grant Deed is also subject to the covenants and conditions set forth in that certain Contract for Sale of Property, dated October 9, 1975, by and between Grantor and Grantee, hereafter called "The Contract." Said Contract by this reference is incorporated into this Grant Deed with the same force and effect as though set forth in full herein. Said Contract is on file at the principal office of the Redevelopment Agency of the City of Oakland, located at 1333 Broadway, Oakland, California 94612.

1. (a) Grantee covenants and agrees for itself and its successors and assigns to or of the Property that the Grantee, and such successor and assigns shall promptly begin and diligently prosecute to completion the redevelopment of the Property through the construction of the improvements thereon provided to be constructed in the Contract, hereinafter referred to as the "Improvements", and that such construction shall be commenced and completed within the times provided in the Contract. It is intended and agreed that such agreements and covenants shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Grant Deed itself, be, to the fullest extent permitted by law and equity, binding for the benefit of the Community and the Grantor; which agreements and covenants shall be enforceable to the extent provided herein by the Grantor and the City of Oakland against the Grantee and its successors and assigns to or of the Property or any interest therein and said agreements and covenants

AP# 5-385-10

may be waived or amended by the Grantor on behalf of the Community, the City of Oakland, and Grantor.

(b) Promptly after completion of the improvements on the Property in accordance with the provisions of the Contract, Grantor will furnish Grantee with an appropriate instrument so certifying. Such certification by the Grantor shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the Contract and in this Grant Deed with respect to the obligations as to the Property of Grantee, and its successors and assigns, to construct the improvements and as to the dates for the beginning and completion thereof.

(c) Grantor will also, with respect to individual parts or parcels of the Property which the Redeveloper is authorized by the Contract to convey or lease as the improvements to be constructed thereon are completed, provided the Grantee is not in default with respect to any of its obligations under the Contract, certify to the Grantee that such improvements have been made in accordance with the provisions of the Contract. Such certification shall mean and provide:

(i) That any party purchasing or leasing such individual part or parcel pursuant to the authorization herein contained shall not (because of such purchase or lease) incur any obligation with respect to the construction of the improvements relating to the Property, or to any other part of parcel or any other property; and

(ii) That neither Grantor nor any other party shall thereafter have or be entitled to exercise with respect to any such individual part or parcel so sold, any rights or remedies or controls that it may otherwise have or be entitled to exercise with respect to the Property as a result of default in or breach of any provisions of the Contract or this Grant Deed by Grantee or any successor in interest or assign unless:

a. Such default or breach be by the purchaser or lessee, or any successor in interest or assign, of or to such individual part or parcel with respect to the covenants contained in the Contract and

b. The right, remedy or control relate to such default or breach.

2. (a) Grantee covenants and agrees for itself, and its successors and assigns to or of the Property or any part thereof that Grantee, and such successors and assigns, shall:

(i) Devote the Property to, and only to and in accordance with the uses specified in the Plan and Restrictions as hereafter amended from time to time, and

(ii) Not discriminate upon the basis of race, religion, sex, or national origin in the sale, lease or rental or in the use of occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

(iii) The purchaser understands that by purchase of this property and its rehabilitation with HUD 312 funds, he must occupy the property purchased for a minimum of three (3) years.

(b) The Grantee herein covenants by and for himself, his heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, religion, sex, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the Grantee himself or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location,

number, use or occupancy of tenants, lessees, subtenants, sub-lessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

(c) It is intended and agreed that the agreements and covenants provided in this section shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by Grantor, its successors and assigns, the City of Oakland, any successor in interest to the Grantee of the Property or any part thereof, and the owner of any other land (or of any interest in such land) in the Project Area which is subject to the land use requirements and restrictions of the Plan, and the United States with respect to clause (a)(ii) thereof, against the Grantee, its successor and assigns to or of the Property or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof. It is further intended and agreed that the agreement and covenant provided in clauses (a)(i) hereof shall remain in effect until November 30, 2005 and, such restrictions shall thereafter remain in full force and effect until such time as a written agreement is executed by the then owners of more than one-half (1/2) in area of all lands subject to the Restrictions removing any or all of the restrictions herein contained and recorded in the office of the County Recorder of the County of Alameda, State of California; provided, however, that the restrictive covenants contained in clauses (a)(ii) and (b), hereof shall remain in full force and effect without limitations as to time.

(d) In amplification, and not in restriction, of the provisions of the preceding subsection, it is intended and agreed that Grantor shall be deemed a beneficiary of the agreements and covenants provided in clauses (a)(i) and (a)(ii), and the United States shall be deemed a beneficiary of the covenants provided in clauses (a)(ii), of this section both for and in their or its own right and also for the purposes of protecting the interests of the community and the other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of Grantor and the United States for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether Grantor or the United States has at any time been, remains, or is an owner of any land or interest therein to, or in favor of, which such agreements and covenants relate. Grantor and the United States shall have the right, in the event of any breach of any such agreement or covenants, to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenants may be entitled.

3. (a) In the event that prior to completion of the Improvements as certified by Grantor:

(i) Grantee (or successor in interest) shall default in or violate its obligations with respect to the construction of the Improvements (including the nature thereof and the dates for the beginning and completion thereof), or shall abandon or substantially suspend construction work, and any such default or violation, abandonment, or suspension shall not be cured, ended, or remedied within three months (six months, if the default is with respect to the date for completion of the Improvements) after written demand by the Grantor so to do, or

(ii) Grantee (or successor in interest) shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by the Contract, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged, or provision satisfactory to Grantor made for such payment, removal, or discharge, within thirty days after written demand by Grantor so to do; or

(iii) There is, in violation of the Contract, any transfer of the Property or any part thereof, or any change in the ownership of the Grantee, or with respect to the identity of the parties in control of the Grantee or the degree thereof, and such violation shall not be cured within thirty (30) days after written demand by the Grantor to Grantee; then Grantor shall have the right to re-enter and take possession of the Property and to terminate (and revert in the Grantor) the estate conveyed by this Grant Deed to the Grantee, it being the intent that the conveyance of the Property to the Grantee is made upon a condition subsequent to the effect that in the event of any default, failure, violation or other action or inaction by the Grantee specified in clauses (i), (ii), and (iii) of this subsection (a), failure on the part of the Grantee to remedy, end, abrogate such default, violation or other action or inaction, within the period and in the manner states in said clause, Grantor at its option may declare a termination in favor of the Grantor of the title, and of all the rights and interest, in the Property conveyed by this Grant Deed to the Grantee and that such title, and all rights and interest of the Grantee, and any assigns or successors in interest in the Property, shall revert to the Grantor: Provided, that such condition subsequent to and any reversioning of title as a result thereof in the Grantor, shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way (i) the lien or any mortgage authorized by the Contract and executed for the sole purpose of obtaining funds to construct the Improvements, and (ii) any rights or interests provided in the Contract for the protection of the holders of such mortgages.

(b) Grantor shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Section 3, including also, the right to execute and record or file with the Recorder of the County of Alameda written declaration of the termination of all rights and title of Grantee, and its successors in interest, and assigns, in the Property, and the reversioning of title thereto in the Grantor; Provided, that any delay by the Grantor in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this section, shall not operate as a waiver of such rights or to deprive it of, or limit such rights in any way (it being the intent of this provision that Grantor should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section 3 because of the concepts of waiver, laches, or others) to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved, nor shall any waiver in fact made by Grantor with respect to any specific default by Grantee under this Section 3 be considered or treated as a waiver of rights of Grantor with respect to any other defaults by Grantee under this section or with respect to the particular default except to the extent specifically waived.

The term "Contract" as used herein shall be deemed to include "Agreement." The term "Mortgage" as used herein shall be deemed to include "Deed of Trust." The word "grantee" as used herein shall include a corporation and include the plural as well as the singular. Words used in the masculine gender include the feminine.

4. Only the Grantor, its successors and assigns, and Grantee and the successors and assigns of Grantee in and to all or any part of the fee title to the Property shall have the right to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed, to subject the Property to additional covenants, easements, or other restrictions, or to consent and agree to changes in the Plan and Declaration of Restrictions as they apply to the Property. For purposes of this section, successors and assigns of Grantee shall be defined to include only those parties who hold all or any part of the property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust or any other person or entity having an interest less than a fee in the Property. Grantee covenants and agrees for itself, and its successors and assigns to or of the Property or any part thereof that Grantee, and such successors and assigns, shall join the Grantor in amending the Restrictions in order that it will conform to any legally adopted amendment to the Plan. Provided, however, that nothing herein shall be construed to permit abrogation of those covenants pertaining to discrimination as provided for in Section 2 of this deed.

If there is any conflict between the provisions of this Grant Deed and the Contract hereinbefore referred to, it is the intent of the parties hereto and their successors in interest that this Grant Deed shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Deed in triplicate this 9th day of October, 1975.

GRANTEE

GRANTOR

BY Paul L. Cobb

BY Ben P. Cobb

REDEVELOPMENT AGENCY OF THE CITY OF OAKLAND

Recommended for Approval

BY M.C. Forkner
M.C. Forkner, Chief
Real Estate Division

By David Board
JOHN B. WILLIAMS
Executive Director

Approved by Agency Legal Counsel as to Form and Legality:

Thomas Brown

Victorine Boone
Witness

5-157515

RE:4145 IM:670

SCHEDULE A

Escrow No. 68046
Parcel No. 385-10

Description of Property

All that certain parcel or parcels of land located in the City of Oakland, County of Alameda, State of California, more particularly described as follows:

Lots 21, 22 and a portion of Lot 23, Block 594, of the Reed Tract, filed December 6, 1876, in Book 2 of Maps, page 61, described as follows:

Beginning at the intersection of the north line of 16th Street, with the east line of Filbert Street as said streets are shown upon said Map; thence east along said line of 16th Street 50 feet; thence north parallel with Filbert Street 125 feet to the north line of said Lot 23; thence west along said north line 50 feet to the east line of said Filbert Street; thence south along said east line 125 feet to the point of beginning.

**Commonly known as: 974 - 16th Street
Alameda County Account No. 5-385-10**

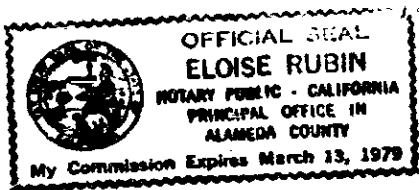
City of Oakland tax \$ 22.00 ✓
1/2 of 1% of full value conveyed

DOCUMENTARY TRANSFER TAX \$ 4.95 ✓
 COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
 COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES
REMAINING THEREON AT TIME OF SALE.
Northwestern Title Co.
Bob Wright
Signature of declarant or agent determining tax firm name
CITY OF Oakland ✓ Unincorporated

On this 9th day of October in the year 1975
before me, Eloise Rubin, a Notary Public in and for
the County of Alameda, State of California, personally appeared
David Hoard

known to me to be the Deputy Director of the Redevelopment
Agency of the City of Oakland, a public body, corporate and politic,
that executed the within and also known to me to be the person who
executed the same on behalf of said Redevelopment Agency of the City
of Oakland executed the same pursuant to its Resolution No. 1154
adopted on September 18, 1974

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official
seal in the County of Alameda, the day and year of this certificate first
above written.



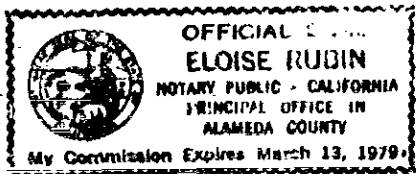
(Seal)
Eloise Rubin
Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
COUNTY OF Alameda)

WITNESS ACKNOWLEDGE

On this 9th day of October in the year 1975
before me, Eloise Rubin, a Notary Public in and for the
County of Alameda, State of California, personally
appeared Victorine Boone known to me to be the person
whose name is subscribed to the within Agreement as a witness thereto, who
being duly sworn, says: that ^{her} ~~his~~ place of residence was 220 Yale Avenue
Kensington, California, that he was present and saw
Paul L. Cobb and Gay P. Cobb personally known to ^{her} ~~him~~ to be
the persons whose names are subscribed to the within Agreement, execute
the same and that affiant subscribed ^{her} ~~his~~ name thereto as a witness to said
execution.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal
in the County of Alameda, the day and year in this certificat
first above written.



Eloise Rubin
(Seal)
Notary Public in and for
Said County and State