

**CITY OF OAKLAND
INTER-OFFICE MEMORANDUM**

TO: P. Lemont Ewell, Interim City Administrator

FROM: CEDA – Hamid Ghaemmaghami, CEDA, Real Estate Division

DATE: May 5, 2011

RE: Exchange Agreement for Land Parcel at Peralta Street for Land Parcel at Mandela Parkway between 20th Street and West Grand Avenue

Enclosed Please find one:

- One (1) copy of the Quit Claim Deeds, City transfers (**needs to be notarized**)
- One (1) copy of the Quit Claim Deed, City receives
- One (1) copy of the Resolution NO. 12930 C.M.S,
- One (1) copy of Preliminary Change of Ownership Report
- One (1) copy of the Certificate of Acceptance
- One (1) copy of the Escrow Instruction

The Exchange of the subject properties has been approved by passage of the attached legislation. Please have the City Administrator or designee execute attached documents and contact Hamid Ghaemmaghami at 238- 6364 for pick up,

Per your request, the following summary information is provided:

1. Using Agency: City of Oakland
2. Contact Person: Hamid Ghaemmaghami, 238-6364
3. Type: Vacant Land
4. Detailed Description of purpose of the transaction i.e., being purchased for which project and why: Exchange Agreement
5. Who will be buying the property i.e., the City or ORA? City
6. Legislation Date & number: Ordinance 12930 C.M.S., May 19, 2009
7. Name of the person that must sign this contract: P. Lemont Ewell, Interim City Administrator

RECORDING REQUESTED BY:

Old Republic Title Company

Order #: 1117009848-JM

APN #:

WHEN RECORDED MAIL TO

Brian Collins

, CA

SPACE ABOVE THIS LINE FOR RECORDERS USE

Quitclaim Deed

The undersigned grantor(s) declare(s):

Documentary transfer tax is R&T 11911 This document is recorded to correct the legal description on that certain Quitclaim Deed that recorded on 3/14/06 as 2006094364

() computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale.

() Unincorporated area: (X) City of Oakland

(X) Realty not sold.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
City of Oakland, a municipal corporation

hereby REMISE(S), RELEASE(S) AND FOREVER QUITCLAIM(S) to

Brian Collins, a married man, as his sole and separate property, as to an undivided 1/6th interest; and Henry Wong, an unmarried man, as his sole and separate property, as to an undivided 1/6th interest; and Hemmat and Dokhanchy Associates, a general partnership, as to an undivided 2/3 interest

that property in City of Oakland, Alameda County, State of California, described as:

See "Exhibit A" attached hereto and made a part hereof.

Mail Tax Statements to Grantee at address above

Date May 04, 2011

MAIL TAX STATEMENTS AS DIRECTED ABOVE

State of California

County of Alameda

On 5/11/11 before me,
Michelle Taylor a Notary Public,
personally appeared P. Lamont Ewell

City of Oakland, a municipal corporation

By: [Signature]
Name: P. Lamont Ewell
Title: Interim City Administrator

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

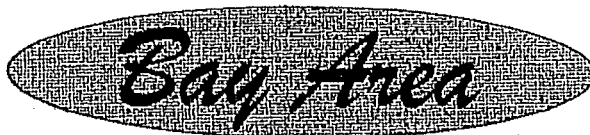
Signature: Michelle Taylor

Name: Michelle Taylor

(typed or printed)

(Seal)





Land Surveying Inc.

961 Mitchell Way,
El Sobrante, CA 94803

PH. (510) 223-5167
FAX (510) 223-0112

April 7, 2011
Job. No. 11-1753

LEGAL DESCRIPTION
PARCEL MAP 9698
PORTION OF PARCEL 1
"GRANT FROM CITY OF OAKLAND"

Real property in the City of Oakland, Alameda County, California.

Being a portion of Peralta Street as said street is shown on that certain map entitled "Map of Survey of Northern Extension of Oakland..." filed on November 6, 1867 in Book 5 of Maps, at Page 34 in the Office of the County Recorder of Alameda County, described as follows:

Commencing at the intersection of the Eastern line of Peralta Street with the Northern line of 20th. Street, as said streets are shown on said map; thence along said Eastern line of Peralta Street, North $33^{\circ}27'02''$ East, 18.41 feet to the Point of Beginning of this description; thence leaving said line, North $56^{\circ}32'58''$ West, 28.00 feet; thence parallel with said Eastern line of Peralta Street, North $33^{\circ}27'02''$ East, 401.18 feet; thence leaving said line along the arc of a non-tangent curve to the right, from a Radial Bearing of South $81^{\circ}25'17''$ West, having a Radius of 1618.95 feet, through a Central Angle of $02^{\circ}28'17''$, an arc distance of 69.83 feet to a point on said Eastern line of Peralta Street; thence along said Eastern line of Peralta Street, South $33^{\circ}27'02''$ West, 337.21 feet to the Point of Beginning.

END OF DOCUMENT

\\Mandela1753-Parcel1-Portion(4-7-11)



Michael J. Foster

RECORDING REQUESTED BY:

Old Republic Title Company

Order #: 1117009848-JM

APN #:

WHEN RECORDED MAIL TO

250 Frank Ogawa Plaza, Suite 4314
Oakland, CA 94612

SPACE ABOVE THIS LINE FOR RECORDERS USE

Quitclaim Deed

The undersigned grantor(s) declare(s):

Documentary transfer tax is R&T 11911 This deed is recorded to correct the legal description on that certain Quitclaim Deed that recorded on 3/14/06 as 2006094364

() computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale.

() Unincorporated area: (X) City of Oakland

(X) Realty not sold.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Brian Collins, a married man; Henry Wong, an unmarried man, who acquired title as a married man; and Hemmat and Dokhanchy Associates, a general partnership

hereby REMISE(S), RELEASE(S) AND FOREVER QUITCLAIM(S) to
City of Oakland, a municipal corporation

that property in City of Oakland, Alameda County, State of California, described as:
See "Exhibit A" attached hereto and made a part hereof.

Mail Tax Statements to Grantee at address above

Date May 04, 2011

READ, APPROVED AND ACCEPTED

X

X

State of _____

County of _____

On _____ before me,
_____ a Notary Public,
personally appeared

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

Name: _____

(typed or printed)

(Seal)

Brian Collins

Henry Wong

Hemmat and Dokhanchy Associates, a
general partnership

By: _____

Name: _____

Title: _____

EXHIBIT "A"



Land Surveying Inc.

961 Mitchell Way,
El Sobrante, CA 94803

PH. (510) 223-5167
FAX (510) 223-0112

April 7, 2011
Job. No. 11-1753

LEGAL DESCRIPTION
PARCEL MAP 9698
PARCEL 2
"DEDICATION TO CITY OF OAKLAND"

Real property in the City of Oakland, Alameda County, California.

Being a portion of Lots 1, 2, 3, 4, 5 and 6, in Block 3, as said lots are shown on that certain map entitled "Map of Survey of Northern Extension of Oakland..." filed on November 6, 1867 in Book 5 of Maps, at Page 34 in the Office of the County Recorder of Alameda County, described as follows:

Beginning at the Southeast corner of said Lot 1, said point being at the intersection of the Northern line of 20th. Street with the Western line of Mandela Parkway, formerly known as Ada Street as said lot and streets are shown on said map; thence along said Western line of Mandela Parkway, North $17^{\circ}16'32''$ East, 265.68 feet; thence continuing along said line, along the arc of a curve to the left with a Radius of 1949.65 feet, through a Central Angle of $3^{\circ}26'45''$, an arc distance of 117.25 feet; thence North $72^{\circ}53'28''$ West, 27.67 feet to the Eastern line of Peralta Street, as said Street is shown on said Map; thence along said Eastern line of Peralta Street, South $33^{\circ}27'02''$ West, 43.36 feet; thence along the arc of a non-tangent curve to the right from a Radial Bearing of South $78^{\circ}57'00''$ East, having a Radius of 1618.95 feet, through a Central Angle of $4^{\circ}26'13''$, an arc distance of 125.37 feet to a point on a line that lies parallel and 35.00 feet Westerly of said Western line of Mandela Parkway; thence along said parallel line South $17^{\circ}06'32''$ West, 216.20 feet to the Northern line of 20th. Street; thence along said Northern line, South $72^{\circ}53'07''$ East, 35.00 feet to the Point of Beginning.

END OF DOCUMENT

\\Mandela1753-Parcel2(4-7-11)



Michael J. Foster

20TH. STREET
(60' WIDE)

MDN. NO. 85W28
MON. DISC & PNC#7777
5' W AND 5/5 OF CL
HELD FOR POSITION PER R1
N 484134.479 R1
E 1482685.416 R1

ALIA STREET
(80' WIDE)

536'31'34"W 1165.11'

N33'33'13"E 607.94'

D MON
TH" PER R1
PNC#7777
AND ON CL PERALIA
B (482640.885 R1)
B (1482477.344 R1)

SET CITY MONUMENT
MON. A. PM 9658,
MON. DISC & PNC#
N 483911.827
E 1483081.305

N 483947.6000 R2
E 1483082.2900 R2

N41'14'31"E
72.22'

20TH. STREET
(60' WIDE)

PERALIA STREET
(52' WIDE)

N33'27'02"E 401.18'

GRANT FROM CITY OF OAKLAND
AREA=10,353± SQ. FT.

N33'27'02"E 380.57' TOTAL

PARCEL 1
NEW AREA=24,096± SQ. FT.

MEAGHER ENTERPRISES
189-3334191
518'54'39"W(R)

STATE OF CALIFORNIA
N35'19'19"W(R)

R=120.00' Δ=57'48'58" L=121.09'
N55'32'58"W 28.00'

145.67'
216.20'

N17'08'32"E 265.68'

PARCEL 2

177'53'28"W(R)

337.21'

Δ=04'25'15" L=125.37'

R=1618.95'

577'53'28"E(R)

17'13'04'47" W(R)

578'57'00"E(R)

R=1618.95'

Δ=04'25'15" L=125.37'

R=1618.95'

577'53'28"E(R)

17'13'04'47" W(R)

578'57'00"E(R)

R=1618.95'

Δ=04'25'15" L=125.37'

R=1618.95'

577'53'28"E(R)

17'13'04'47" W(R)

578'57'00"E(R)

R=1618.95'

Δ=04'25'15" L=125.37'

R=1618.95'

577'53'28"E(R)

17'13'04'47" W(R)

578'57'00"E(R)

R=1618.95'

Δ=04'25'15" L=125.37'

R=1618.95'

577'53'28"E(R)

17'13'04'47" W(R)

578'57'00"E(R)

R=1618.95'

Δ=04'25'15" L=125.37'

R=1618.95'

577'53'28"E(R)

17'13'04'47" W(R)

578'57'00"E(R)

R=1618.95'

Δ=04'25'15" L=125.37'

R=1618.95'

577'53'28"E(R)

17'13'04'47" W(R)

578'57'00"E(R)

R=1618.95'

Δ=04'25'15" L=125.37'

R=1618.95'

577'53'28"E(R)

17'13'04'47" W(R)

578'57'00"E(R)

R=1618.95'

Δ=04'25'15" L=125.37'

R=1618.95'

577'53'28"E(R)

17'13'04'47" W(R)

578'57'00"E(R)

R=1618.95'

Δ=04'25'15" L=125.37'

R=1618.95'

577'53'28"E(R)

17'13'04'47" W(R)

578'57'00"E(R)

R=1618.95'

Δ=04'25'15" L=125.37'

R=1618.95'

577'53'28"E(R)

17'13'04'47" W(R)

578'57'00"E(R)

R=1618.95'

Δ=04'25'15" L=125.37'

R=1618.95'

577'53'28"E(R)

17'13'04'47" W(R)

578'57'00"E(R)

R=1618.95'

Δ=04'25'15" L=125.37'

R=1618.95'

577'53'28"E(R)

17'13'04'47" W(R)

578'57'00"E(R)

R=1618.95'

Δ=04'25'15" L=125.37'

R=1618.95'

577'53'28"E(R)

17'13'04'47" W(R)

578'57'00"E(R)

R=1618.95'

Δ=04'25'15" L=125.37'

R=1618.95'

577'53'28"E(R)

17'13'04'47" W(R)

578'57'00"E(R)

R=1618.95'

Δ=04'25'15" L=125.37'

R=1618.95'

577'53'28"E(R)

17'13'04'47" W(R)

578'57'00"E(R)

R=1618.95'

Δ=04'25'15" L=125.37'

R=1618.95'

577'53'28"E(R)

17'13'04'47" W(R)

578'57'00"E(R)

R=1618.95'

Δ=04'25'15" L=125.37'

R=1618.95'

577'53'28"E(R)

17'13'04'47" W(R)

578'57'00"E(R)

R=1618.95'

Δ=04'25'15" L=125.37'

R=1618.95'

577'53'28"E(R)

17'13'04'47" W(R)

578'57'00"E(R)

R=1618.95'

Δ=04'25'15" L=125.37'

R=1618.95'

577'53'28"E(R)

17'13'04'47" W(R)

578'57'00"E(R)

R=1618.95'

Δ=04'25'15" L=125.37'

R=1618.95'

577'53'28"E(R)

17'13'04'47" W(R)

578'57'00"E(R)

R=1618.95'

Δ=04'25'15" L=125.37'

R=1618.95'

577'53'28"E(R)

17'13'04'47" W(R)

578'57'00"E(R)

R=1618.95'

Δ=04'25'15" L=125.37'

R=1618.95'

577'53'28"E(R)

17'13'04'47" W(R)

578'57'00"E(R)

R=1618.95'

Δ=04'25'15" L=125.37'

R=1618.95'

577'53'28"E(R)

17'13'04'47" W(R)

578'57'00"E(R)

R=1618.95'

Δ=04'25'15" L=125.37'

R=1618.95'

577'53'28"E(R)

17'13'04'47" W(R)

578'57'00"E(R)

R=1618.95'

Δ=04'25'15" L=125.37'

R=1618.95'

577'53'28"E(R)

17'13'04'47" W(R)

578'57'00"E(R)

R=1618.95'

Δ=04'25'15" L=125.37'

R=1618.95'

577'53'28"E(R)

17'13'04'47" W(R)

578'57'00"E(R)

R=1618.95'

Δ=04'25'15" L=125.37'

R=1618.95'

577'53'28"E(R)

17'13'04'47" W(R)

578'57'00"E(R)

R=1618.95'

Δ=04'25'15" L=125.37'

R=1618.95'

577'53'28"E(R)

17'13'04'47" W(R)

578'57'00"E(R)

R=1618.95'

Δ=04'25'15" L=125.37'

R=1618.95'

577'53'28"E(R)

17'13'04'47" W(R)

578'57'00"E(R)

R=1618.95'

Δ=04'25'15" L=125.37'

R=1618.95'

577'53'28"E(R)

17'13'04'47" W(R)

578'57'00"E(R)

R=1618.95'

Δ=04'25'15" L=125.37'

R=1618.95'

577'53'28"E(R)

17'13'04'47" W(R)

578'57'00"E(R)

R=1618.95'

Δ=04'25'15" L=125.37'

R=1618.95'

577'53'28"E(R)

17'13'04'47" W(R)

578'57'00"E(R)

R=1618.95'

Δ=04'25'15" L=125.37'

R=1618.95'

577'53'28"E(R)

17'13'04'47" W(R)

578'57'00"E(R)

R=1618.95'

Δ=04'25'15" L=125.37'

R=1618.95'

577'53'28"E(R)

17'13'04'47" W(R)

578'57'00"E(R)

R=1618.95'

Δ=04'25'15" L=125.37'

R=1618.95'

577'53'28"E(R)

17'13'04'47" W(R)

578'57'00"E(R)

R=1618.95'

Δ=04'25'15" L=125.37'

R=1618.95'

577'53'28"E(R)

17'13'04'47" W(R)

578'57'00"E(R)

R=1618.95'

Δ=04'25'15" L=125.37'

R=1618.95'

577'53'28"E(R)

17'13'04'47" W(R)

578'57'00"E(R)

R=1618.95'

Δ=04'25'15" L=125.37'

R=1618.95'

577'53'28"E(R)

17'13'04'47" W(R)

578'57'00"E(R)

R=1618.95'

Δ=04'25'15" L=125.37'

R=1618.95'

577'53'28"E(R)

17'13'04'47" W(R)

578'57'00"E(R)

R=1618.95'

Δ=04'25'15" L=125.37'

R=1618.95'

577'53'28"E(R)

17'13'04'47" W(R)

578'57'00"E(R)

R=1618.95'

Δ=04'25'15" L=1

PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A *Preliminary Change of Ownership Report* must be filed with each conveyance in the County Recorder's office for the county where the property is located. Please answer all questions in each section, and sign and complete the certification before filing. This form may be used in all 58 California counties. If a document evidencing a change in ownership is presented to the Recorder for recordation without the concurrent filing of a *Preliminary Change of Ownership Report*, the Recorder may charge an additional recording fee of twenty dollars (\$20).

NOTICE: The property which you acquired may be subject to a supplemental assessment in an amount to be determined by the County Assessor. Supplemental assessments are not paid by the title or escrow company at close of escrow, and are not included in lender impound accounts. You may be responsible for the current or upcoming property taxes even if you do not receive the tax bill.

FOR RECORDER'S / ASSESSOR'S USE ONLY

SELLER/TRANSFEROR City of Oakland, a municipal corporation	ASSESSOR'S PARCEL NUMBER
BUYER/TRANSFeree Brian Collins, etal	BUYER'S DAYTIME TELEPHONE NUMBER ()
STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY	

MAIL PROPERTY TAX INFORMATION TO (NAME)

City of Oakland, a municipal corporation

ADDRESS 250 Frank Ogawa Plaza, Suite 4314	CITY Oakland	STATE CA	ZIP CODE 94612
<input type="checkbox"/> YES <input type="checkbox"/> NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy.		MO	DAY YEAR

PART 1. TRANSFER INFORMATION

Please complete all statements.

YES NO *Part 1. This deed corrects the legal description of that certain Deed recorded 3/14/06 as 2006094364*

☐ ☐ A. This transfer is solely between spouses (addition or removal of a spouse, death of a spouse, divorce settlement, etc.).

☐ ☐ B. This transfer is solely between domestic partners currently registered with the California Secretary of State (addition or removal of a partner, death of a partner, termination settlement, etc.).

☐ ☐ *C. This is a transfer between: ☐ parent(s) and child(ren) ☐ grandparent(s) and grandchild(ren).

☐ ☐ *D. This transaction is to replace a principal residence by a person 55 years of age or older.
Within the same county? ☐ YES ☐ NO

☐ ☐ *E. This transaction is to replace a principal residence by a person who is severely disabled as defined by Revenue and Taxation Code section 69.5. Within the same county? ☐ YES ☐ NO

☐ ☐ F. This transaction is only a correction of the name(s) of the person(s) holding title to the property (e.g., a name change upon marriage).
If YES, please explain: _____

☐ ☐ G. The recorded document creates, terminates, or reconveys a lender's interest in the property.

☐ ☐ H. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest (e.g., cosigner). If YES, please explain: _____

☐ ☐ I. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.

☐ ☐ J. This is a transfer of property:

☐ ☐ 1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of
☐ the transferor, and/or ☐ the transferor's spouse ☐ registered domestic partner.

☐ ☐ 2. to/from a trust that may be revoked by the creator/grantor/trustor who is also a joint tenant, and which names the other joint tenant(s) as beneficiaries when the creator/grantor/trustor dies.

☐ ☐ 3. to/from an irrevocable trust for the benefit of the
☐ creator/grantor/trustor and/or ☐ grantor's/trustor's spouse ☐ grantor's/trustor's registered domestic partner.

☐ ☐ 4. to/from an irrevocable trust from which the property reverts to the creator/grantor/trustor within 12 years.

☐ ☐ K. This property is subject to a lease with a remaining lease term of 35 years or more including written options.

☐ ☐ L. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.

☐ ☐ M. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions.

☐ ☐ *N. This transfer is to the first purchaser of a new building containing an active solar energy system.

* If you checked YES to statements C, D, or E, you may qualify for a property tax reassessment exclusion, which may allow you to maintain your previous tax base. If you checked YES to statement N, you may qualify for a property tax new construction exclusion. A claim form must be filed and all requirements met in order to obtain any of these exclusions. Contact the Assessor for claim forms.

Please provide any other information that will help the Assessor understand the nature of the transfer.

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION

20TH. STREET
(60' WIDE)
NS7'09'22"W 447.40'

MON. NO. BSW28
MON. DISC & PINCH
5' W AND 5' S OF CL
HELD FOR POSITION PER R1
N 484154.479 R1
E 1482685.418 R1

ALTA STREET
(80' WIDE)
S36°31'34"W 607.94'

SET CITY MONUMENT
MON. A, P, B, S, L, S, 7170'
MON. DISC & PINCH
N 483947.6000 R2
E 1483082.2900 R2

D MON
TH PER R1
PNC77777
AND ON CL PERALTA
B (482640.865 R1)
ID (1482417.344 R1)

PERALTA STREET
(52' WIDE)
N33°27'02"E 401.18'

GRANT FROM CITY OF OAKLAND
AREA=10,353± SQ. FT.

20TH. STREET
(60' WIDE)
N41°14'31"E 72.22'

PARCEL 1
NEW AREA=24,096± SQ. FT.

PARCEL 2

PARCEL 3

PARCEL 4

PARCEL 5

PARCEL 6

PARCEL 7

PARCEL 8

PARCEL 9

PARCEL 10

PARCEL 11

PARCEL 12

PARCEL 13

PARCEL 14

PARCEL 15

PARCEL 16

PARCEL 17

PARCEL 18

PARCEL 19

PARCEL 20

PARCEL 21

PARCEL 22

PARCEL 23

PARCEL 24

PARCEL 25

PARCEL 26

PARCEL 27

PARCEL 28

PARCEL 29

PARCEL 30

PARCEL 31

PARCEL 32

PARCEL 33

PARCEL 34

PARCEL 35

PARCEL 36

PARCEL 37

PARCEL 38

PARCEL 39

PARCEL 40

PARCEL 41

PARCEL 42

PARCEL 43

PARCEL 44

PARCEL 45

PARCEL 46

PARCEL 47

PARCEL 48

PARCEL 49

PARCEL 50

PARCEL 51

PARCEL 52

PARCEL 53

PARCEL 54

PARCEL 55

PARCEL 56

PARCEL 57

PARCEL 58

PARCEL 59

PARCEL 60

PARCEL 61

PARCEL 62

PARCEL 63

PARCEL 64

PARCEL 65

PARCEL 66

PARCEL 67

PARCEL 68

PARCEL 69

PARCEL 70

PARCEL 71

PARCEL 72

PARCEL 73

PARCEL 74

PARCEL 75

PARCEL 76

PARCEL 77

PARCEL 78

PARCEL 79

PARCEL 80

PARCEL 81

PARCEL 82

PARCEL 83

PARCEL 84

PARCEL 85

PARCEL 86

PARCEL 87

PARCEL 88

PARCEL 89

PARCEL 90

PARCEL 91

PARCEL 92

PARCEL 93

PARCEL 94

PARCEL 95

PARCEL 96

PARCEL 97

PARCEL 98

PARCEL 99

PARCEL 100

PARCEL 101

PARCEL 102

PARCEL 103

PARCEL 104

PARCEL 105

PARCEL 106

PARCEL 107

PARCEL 108

PARCEL 109

PARCEL 110

PARCEL 111

PARCEL 112

PARCEL 113

PARCEL 114

PARCEL 115

PARCEL 116

PARCEL 117

PARCEL 118

PARCEL 119

PARCEL 120

PARCEL 121

PARCEL 122

PARCEL 123

PARCEL 124

PARCEL 125

PARCEL 126

PARCEL 127

PARCEL 128

PARCEL 129

PARCEL 130

PARCEL 131

PARCEL 132

PARCEL 133

PARCEL 134

PARCEL 135

PARCEL 136

PARCEL 137

PARCEL 138

PARCEL 139

PARCEL 140

PARCEL 141

PARCEL 142

PARCEL 143

PARCEL 144

PARCEL 145

PARCEL 146

PARCEL 147

PARCEL 148

PARCEL 149

PARCEL 150

PARCEL 151

PARCEL 152

PARCEL 153

PARCEL 154

PARCEL 155

PARCEL 156

PARCEL 157

PARCEL 158

PARCEL 159

PARCEL 160

PARCEL 161

PARCEL 162

PARCEL 163

PARCEL 164

PARCEL 165

PARCEL 166

PARCEL 167

PARCEL 168

PARCEL 169

PARCEL 170

PARCEL 171

PARCEL 172

PARCEL 173

PARCEL 174

PARCEL 175

PARCEL 176

PARCEL 177

PARCEL 178

PARCEL 179

PARCEL 180

PARCEL 181

PARCEL 182

PARCEL 183

PARCEL 184

PARCEL 185

PARCEL 186

PARCEL 187

PARCEL 188

PARCEL 189

PARCEL 190

PARCEL 191

PARCEL 192

PARCEL 193

PARCEL 194

PARCEL 195

PARCEL 196

PARCEL 197

PARCEL 198

PARCEL 199

PARCEL 200

PARCEL 201

PARCEL 202

PARCEL 203

PARCEL 204

PARCEL 205

PARCEL 206

PARCEL 207

PARCEL 208

PARCEL 209

PARCEL 210

PARCEL 211

PARCEL 212

PARCEL 213

PARCEL 214

PARCEL 215

PARCEL 216

PARCEL 217

PARCEL 218

PARCEL 219

PARCEL 220

PARCEL 221

PARCEL 222

PARCEL 223

PARCEL 224

PARCEL 225

PARCEL 226

PARCEL 227

PARCEL 228

PARCEL 229

PARCEL 230

PARCEL 231

PARCEL 232

PARCEL 233

PARCEL 234

PARCEL 235

PARCEL 236

PARCEL 237

PARCEL 238

PARCEL 239

PARCEL 240

PARCEL 241

PARCEL 242

PARCEL 243

PARCEL 244

PARCEL 245

PARCEL 246

PARCEL 247

PARCEL 248

PARCEL 249

PARCEL 250

PARCEL 251

PARCEL 252

PARCEL 253

PARCEL 254

PARCEL 255

PARCEL 256

PARCEL 257

PARCEL 258

PARCEL 259

PARCEL 260

PARCEL 261

PARCEL 262

PARCEL 263

PARCEL 264

PARCEL 265

PARCEL 266

PARCEL 267

PARCEL 268

PARCEL 269

PARCEL 270

PARCEL 271

PARCEL 272

PARCEL 273

PARCEL 274

PARCEL 275

PARCEL 276

PARCEL 277

PARCEL 278

PARCEL 279

PARCEL 280

PARCEL 281

PARCEL 282

PARCEL 283

PARCEL 284

PARCEL 285

PARCEL 286

PARCEL 287

PARCEL 288

PARCEL 289

CERTIFICATE OF ACCEPTANCE

The City of Oakland, a municipal corporation hereby accepts the Quit Claim Deed from Brian Collins, a married man; Henry Wong, an unmarried man, who acquired title as a married man; Hemmat and Dokhanchy Associates, a general Partnership for the fee simple interest of real property located in the City of Oakland, County of Alameda, State of California, more particularly described in the Exhibit "A" attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, pursuant to the authority granted by Ordinance No. 12930 C.M.S. May 19, 2009 from the City of Oakland, Grantee has executed this Certificate of Acceptance by its duly authorized officer this 11th day of May 2011.

GRANTEE:

THE CITY OF OAKLAND

Date: 5/11/11

By: 

P. Lamont Ewell
Interim City Administrator

EXHIBIT "A"



Land Surveying Inc.

961 Mitchell Way,
El Sobrante, CA 94803

PH. (510) 223-5167
FAX (510) 223-0112

April 7, 2011
Job. No. 11-1753

LEGAL DESCRIPTION

PARCEL MAP 9698

PARCEL 2

"DEDICATION TO CITY OF OAKLAND"

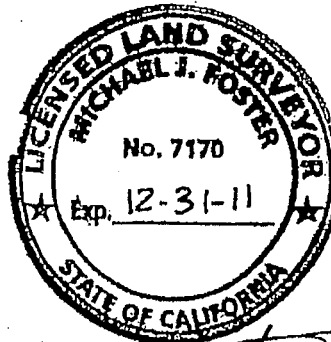
Real property in the City of Oakland, Alameda County, California.

Being a portion of Lots 1, 2, 3, 4, 5 and 6, in Block 3, as said lots are shown on that certain map entitled "Map of Survey of Northern Extension of Oakland..." filed on November 6, 1867 in Book 5 of Maps, at Page 34 in the Office of the County Recorder of Alameda County, described as follows:

Beginning at the Southeast corner of said Lot 1, said point being at the intersection of the Northern line of 20th. Street with the Western line of Mandela Parkway, formerly known as Ada Street as said lot and streets are shown on said map; thence along said Western line of Mandela Parkway, North $17^{\circ}16'32''$ East, 265.68 feet; thence continuing along said line, along the arc of a curve to the left with a Radius of 1949.65 feet, through a Central Angle of $3^{\circ}26'45''$, an arc distance of 117.25 feet; thence North $72^{\circ}53'28''$ West, 27.67 feet to the Eastern line of Peralta Street, as said Street is shown on said Map; thence along said Eastern line of Peralta Street, South $33^{\circ}27'02''$ West, 43.36 feet; thence along the arc of a non-tangent curve to the right from a Radial Bearing of South $78^{\circ}57'00''$ East, having a Radius of 1618.95 feet, through a Central Angle of $4^{\circ}26'13''$, an arc distance of 125.37 feet to a point on a line that lies parallel and 35.00 feet Westerly of said Western line of Mandela Parkway; thence along said parallel line South $17^{\circ}06'32''$ West, 216.20 feet to the Northern line of 20th. Street; thence along said Northern line, South $72^{\circ}53'07''$ East, 35.00 feet to the Point of Beginning.

END OF DOCUMENT

\\Mandela\1753-Parcel2(4-7-11)



Michael J. Foster



OLD REPUBLIC TITLE COMPANY

555 12th Street, Suite 2150 • Oakland CA • 94607 • (510) 272-1121 • FAX (510) 208-5045

ESCROW INSTRUCTIONS FOR DEPOSIT OF DOCUMENT(S) (Other than Deeds and Powers of Attorney)

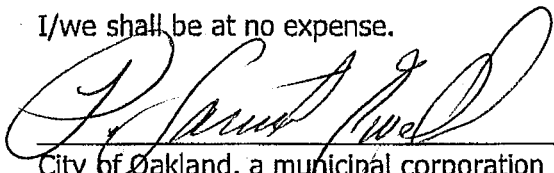
To: Old Republic Title Company
555 12th Street, Suite 2150
Oakland, CA 94607

Date: May 4, 2011
Escrow No.: 1117009848-JM
Escrow Officer: Julie Massey

Old Republic Title Company, as Escrow Holder, is authorized and instructed to prepare a Quitclaim Deed from City of Oakland to Brian Collins, Henry Wong & Hemmat and Dokhanchy Associates, a general partnership pertaining to real property briefly described as portion of APN 005-0421-003-00, Oakland, CA 94601. This deed is recorded to correct the legal description of the property. No title insurance will be issued upon recordation of this deed..

I/we hand you this document for recordation at the close of your above referenced escrow WITH NO DEMAND FOR PAYMENT OF MONIES OR DELIVERY OF ANY DOCUMENTS TO ME.

I/we shall be at no expense.



City of Oakland, a municipal corporation

Accepted by:

Brian Collins

Henry Wong

Hemmat and Dokhanchy Associates, a general partnership

Date: _____ By: _____

FILED
OFFICE OF THE CITY CLERK
Introduced By
2009 MAY -7 PM 12:50
Councilmember

Approved For Form And Legality


City Attorney

OAKLAND CITY COUNCIL

ORDINANCE No. 12930 - C.M.S.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR WITHOUT RETURNING TO COUNCIL TO ACQUIRE THE UNDERLYING FEE SIMPLE INTEREST OF A PORTION OF THE MANDELA PARKWAY RIGHT-OF-WAY BY AN EQUIVALENT EXCHANGE WITHOUT COMPENSATION OF A PORTION OF THE PERALTA STREET RIGHT-OF-WAY NEAR THE INTERSECTIONS OF WEST GRAND AVENUE AND 20th STREET BETWEEN THE CITY AND BRIAN COLLINS AND HEMMAT AND DOKHANCHY ASSOCIATES AND TO EXECUTE AN EQUIVALENT EXCHANGE AGREEMENT

WHEREAS, Brian Collins and Hemmat and Dokhanchy Associates are the owners of the fee simple interest of a triangular shaped lot which is bounded by the intersections of Mandela Parkway, Peralta Street, 20th Street, and West Grand Avenue, and which is described in a Grant Deed, recorded March 14, 2006, series no. 2006-094365, by the Alameda County Clerk-Recorder, and which is more particularly described in *Exhibit A* attached hereto, and which is further identified by the Alameda County Assessor as parcel number 005-0421-003-00; and

WHEREAS, said owners have filed an application (PPE 08054) with the City Engineer of the City of Oakland, as required by the California Streets and Highways Code, and paid all fees for administrative processing, as required by the City of Oakland Master Fee Schedule, requesting that the Council of the City of Oakland vacate an unimproved portion of the Peralta Street right-of-way adjoining said parcel, without valuable consideration to the City; and

WHEREAS, said owners have filed a companion application with the City Engineer requesting that the City accept a quit claim, without valuable consideration to said owners, of the underlying fee simple interest in a portion of the Mandela Parkway right-of-way adjoining said parcel; and

WHEREAS, said vacation and quit claim have been proposed by said owners as an exchange of lands between said owners and the City which are equivalent in fair market value and in current and future rights to the record title; and

WHEREAS, the City Engineer has determined that said proposed quit claim of said portion of the Mandela Parkway right-of-way will not expand nor diminish the useful and usable surface area of said parcel for said owners and their representatives, heirs, successors, and assigns; and

WHEREAS, the City Engineer has further determined that said proposed vacation of the Peralta Street right-of-way will continue the exclusive occupancy of said land area by said owners, which has been the practice for many years of prior owners; and

WHEREAS, the City Engineer has determined that said proposed vacation and acquisition will not expand or diminish the surface areas of the roadways of Peralta Street and Mandela Parkway; and

WHEREAS, pursuant to Ordinance No. 12722 C.M.S, said owners acquired the underlying fee simple interest to said portion of the Mandela Parkway right-of-way from an auction for valuable consideration of surplus City property, as identified in a Grant Deed, recorded March 14, 2006, series no. 2006-094364, by the Alameda County Clerk-Recorder; and

WHEREAS, the City of Oakland previously acquired said property rights to said portions of the Mandela Parkway and Peralta Street rights-of-way from a relinquishment by the California Department of Transportation (Caltrans) of remnant portions of real properties, the air rights of which were previously occupied by the demolished section of Interstate Highway 880 (Nimitz Freeway) damage by the Loma Prieta earthquake in 1989, which are described in a deed, recorded November 2, 1961, reel 444, image 880, by the Alameda County Recorder; and

WHEREAS, said proposed vacation of Peralta Street would continue the exclusive use by the owners of said parcel of the unimproved portion of public right-of-way, which has been enclosed by metal fencing for more than twenty (20) years; and

WHEREAS, pursuant to California Streets and Highways Code section 1805, the proposed remaining fifty-two (52) feet width of Peralta Street adjacent to said proposed vacated public right-of-way will exceed the minimum required width of forty (40) feet; and

WHEREAS, a recent and thorough research of record title documentation and a subsequent land survey by a qualified and licensed land surveyor re-establish the metes and bounds of said parcel, with permanent markers of said property corners and public right-of-way monuments installed in the field, and the metes and bounds of said Mandela Parkway and Peralta Street properties previously relinquished by Caltrans and said fenced and unimproved portions of Peralta Street; and

WHEREAS, said land survey further established that said proposed vacation of Peralta Street consists of approximately 10,985 square feet (orthogonal planer projection) of land area and said proposed quit claim of Mandela Parkway right-of-way consists of approximately 13,781 square feet of land area (orthogonal planer projection); and

WHEREAS, said boundary survey is delineated on Parcel Map No. 9698, attached hereto as *Exhibit B*, and the limits of said proposed vacation and proposed quit claim are delineated on *Exhibit C* attached hereto; and

WHEREAS, the City Engineer has determined that no subsurface, surface, or above surface publicly maintained utilities are located within the portion of Peralta Street proposed for vacation or the portion of Mandela Parkway proposed for acquisition; and

WHEREAS, the City Engineer has further determined that said portion of Peralta Street proposed for vacation has been unimproved for pedestrian and public traffic and has been enclosed by an erected metal fence and has been wholly unmaintained by the City of Oakland for not less than five (5) years preceding the receipt of said application for said vacation; and

WHEREAS, pursuant to California Streets and Highways Code section 8330 et seq., the City Engineer has further determined that the said portion of Peralta Street may be summarily vacated by Resolution of the Council of the City of Oakland, at the option of its elected members; and

WHEREAS, said vacation of Peralta Street will add said real property to the equalized roll of the general levy of property taxes and forever relieve the City of Oakland of the responsibility and potential liability for its maintenance; and

WHEREAS, acquisition of the underlying fee simple interests in said portion of the Mandela Parkway right-of-way will be without valuable consideration to said owners and will not increase the City of Oakland's costs of or liability for maintaining the existing street improvements; and

WHEREAS, pursuant to section 15061(b)(3) of the Guidelines prescribed by the California Secretary of Resources for the requirements of the California Environmental Quality Act of 1970 (CEQA) and to the provisions of the Environmental Review Regulations of the City of Oakland, said vacation and said acquisition are categorically exempted; now, therefore,

THE COUNCIL OF THE CITY OF OAKLAND DOES ORDAIN AS FOLLOWS:

Section 1: That the Council of the City of Oakland hereby finds that said portion of the public right-of-way of Peralta Street proposed for vacation is surplus to the needs of the City of Oakland and not required for any current or future public purpose and may be vacated to said owners as set forth in the California Streets and Highways Code.

Section 2: That the Council of the City of Oakland hereby finds that said vacation to said owners of said portion of the Peralta Street right-of-way, without valuable consideration to the City of Oakland, and the acquisition by the City of Oakland of the underlying fee simple interest of said portion of the Mandela Parkway right-of-way, without valuable consideration to said owners, is in the best interest of the City of Oakland and is an equivalent exchange of real property in all purposes and fair market values and record title rights and interests.

Section 3: That said owners promise to defend, hold harmless, and indemnify the City of Oakland and its officials, officers, employees, agents, representatives, and volunteers from any and all claim, demand, lawsuit and judgment for damages of any kind and nature whatsoever arising out of or caused by the said vacation of the public right-of-way of Peralta Street and that the hereinabove condition shall be binding upon said owners and their beneficiaries, heirs, assigns, and successors in interest and also on the successive owners of said vacated right-of-way; and be it

Section 4: That the City Administrator, or his or her designee, is hereby authorized, without returning to Council, to acquire, without valuable consideration to the owners of parcel no. 005-0421-003-00, said portion of the Mandela Parkway right-of-way, through an instrument acceptable to the City Attorney of the City of Oakland.

Section 5: The Equivalent Exchange Agreement for this property swap shall be approved as to form and legality by the Office of the City Attorney and a copy shall be filed with the Office of the City Clerk .

Section 6: Should any article, section, subsection, sentence, clause, or phrase of this ordinance or exhibit be held to be invalid or unconstitutional, the offending portion shall be severed and shall not affect the validity of remaining portions which shall remain in full force and effect.

Section 7: This ordinance is enacted by the Council of the City of Oakland pursuant to the police powers accorded to the City by and through section 106 of the Charter of the City of Oakland and Article XI of the Constitution of the State of California.

Section 8: Upon final adoption or approval of a reconsideration by sufficient votes of the Council of the City of Oakland, this ordinance shall be effective on and after the day established in section 216 of the Charter of the City of Oakland.

IN COUNCIL, OAKLAND, CALIFORNIA, MAY 19 2009, 2009

PASSED BY THE FOLLOWING VOTE:

AYES - ~~BROOKS~~, DE LA FUENTE, KAPLAN, KERNIGHAN, NADEL, ~~QUAN, REID, ROSE~~, AND
PRESIDENT BRUNER - 5


NOES - 0

ABSENT - 0

ABSTENTION - 0


Excused - Quan, Reid, Brooks - 3

ATTEST:


LATONDA SIMMONS
City Clerk and Clerk of the Council
of the City of Oakland, California

DATE OF ATTESTATION

5-21-09


OFFICE OF THE CITY CLERK
OAKLAND
CITY ATTORNEY

2005 DEC 28 AM 9:58

OAKLAND CITY COUNCIL

ORDINANCE N° 12722 C.M.S.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ACCEPT THE OFFER TO PURCHASE AGREEMENTS TO SELL TO BRIAN COLLINS AND MEHRDAD DOKHANCHI (HIGHEST BIDDER) APPROXIMATELY 11,500 SQUARE FEET OF CITY OWNED SURPLUS REAL PROPERTY LOCATED AT MANDELA PARKWAY (APN# 005-0421-000) FOR THE FAIR MARKET VALUE OF \$415,000; JULIA B. KIM (HIGHEST BIDDER) APPROXIMATELY 6,800 SQUARE FEET OF CITY OWNED SURPLUS REAL PROPERTY LOCATED AT 632 14TH STREET (APN# 003-0071-024) FOR THE FAIR MARKET VALUE OF \$ 1,150,000; KEVIN BAO PHAN (HIGHEST BIDDER) APPROXIMATELY 11,390 SQUARE FEET OF CITY OWNED SURPLUS REAL PROPERTY LOCATED AT 862/850 98TH AVENUE (APN# 045-5230-001-01 AND 045-5230-003-03) FOR THE FAIR MARKET VALUE OF \$ 630,000; AND JULIA B. KIM (HIGHEST BIDDER) APPROXIMATELY 5,932 SQUARE FEET OF CITY OWNED SURPLUS REAL PROPERTY LOCATED AT 569 HIGH STREET/HOWARD STREET (APN# 033-2250-001-04) FOR THE FAIR MARKET VALUE OF \$500,000.

WHEREAS, the City of Oakland (City) currently owns eight surplus land parcels that the City Council recommended be sold by oral competitive bids at a public auction, pursuant to Ordinance 11602 C.M.S.; and

WHEREAS, the City Council adopted Resolution No. 79530 C.M.S., on October 18, 2005, authorizing the Real Estate Services Division to conduct a public auction and receive oral bids at 3:00 P. M. on Friday, November 18th, in Hearing Room 3 at City Hall; and

WHEREAS, the Official Notice of Public Auction of the eight properties was advertised in the City's official newspaper the Oakland Tribune, "For Sale" signs were posted on the properties, and the Official Notice of Sale was posted on the City's web site; and

WHEREAS, bids and non-refundable security deposits in the amount of \$115,600 were received for four (4) of the eight (8) surplus properties at the Public Auction; and

WHEREAS, each property is to be sold in "AS-IS" condition and the City makes no representations with respect to the land use or other permitting issues that may affect these properties or with respect to buyer's ability to develop or improve these properties; and

WHEREAS, the right, title and interest in these properties shall be conveyed by Quitclaim Deed and subject to all matters of public record; and

WHEREAS, any successful bidder's failure or refusal to complete the purchase of any property as required shall result in a forfeiture of the respective security deposit to the City; and

WHEREAS, the sale of each property authorized by the City Council shall be awarded to the highest bidder meeting the conditions specified in the Auction Notice and Purchase and Sales Agreement; and

WHEREAS, the City reserves the right to reject any and all offers and waive any informality or irregularity in any offer or to accept any offer deemed in the best interest of the City; and

WHEREAS, it can be said with certainty that there is no possibility that the conveyance of the Property by the City to the Purchaser may have a significant effect on the environment and therefore said conveyance is exempted from the requirements of the California Environmental Quality Act ("CEQA") by section 15061(b)(3) of the CEQA Guidelines (general rule); now, therefore

THE COUNCIL OF THE CITY OF OAKLAND DOES ORDAIN AS FOLLOWS:

SECTION 1: The City Council finds and determines that the herein-described real property is not needed for any public purpose and is surplus to the needs of the City.

SECTION 2: The City Administrator, or her designee, is authorized to accept the offers and execute the Offer to Purchase Agreements for the following City-owned surplus properties from 1) Brian Collins and Mehrdad Dokhanchi (highest bidder), approximately 11,500 square feet located at Mandela Parkway (APN# 005-0421-00) for the fair market value of \$415,000; 2) Julia B. Kim (highest bidder), approximately 6,800 square feet located at 632 14th Street (APN# 003-0071-024) for the fair market value of \$1,150,000; 3) Kevin Bao Phan (highest bidder), approximately 11,390 square feet located at 862/850 98th Avenue (APN# 045-5230-001-01 & 045-5230-003-03) for the fair market value of \$630,000; and 4) Julia B. Kim (highest bidder), approximately 5,932 square feet located at 569 High Street/Howard Street (APN# 033-2250-001-04) for the fair market value of \$500,000; and to execute on each Property a Quitclaim Deed conveying the Property.

SECTION 3: The net sale proceeds of \$2,563,180 will be placed in the General Purpose Fund (#1010), Real Estate Organization (# 88639), Sale of Land Account (# 48111), Surplus Property Disposition (# P47010), Real Estate Program (# PS32). The sale proceeds will be applied toward the Fiscal Year 2005-07 budget.

SECTION 4: The net sales proceeds of \$2,563,180 deposited in the Surplus Property Disposition Project (# P47010) shall be applied to meet Real Estate Services' Fiscal Year 2005-07 budget requirement.

SECTION 5: Real Estate Services Division's administrative costs associated with the sale of the properties in the amount of \$20,675 shall be reimbursed to the General Purpose Fund (#1010), Real Estate Organization (# 88639), Acquisition of Real Property (account #57120), Surplus Property Disposition (P47010), Real Estate Services Program (PS32).

SECTION 6: Net sales proceeds shall be reduced by \$131,820 to reimburse Self Insurance Liability (#1100), Liability Claims Unit Organization (# 90321), Acquisition of Real Property (Account # 57120) for the funds used to purchase 862-850 98th Avenue for costs associated with eminent domain action on the 98th Avenue street widening project.

SECTION 7: The City Administrator, or her designee, shall cause to be filed with the County of Alameda a Notice of Exemption for this action.

SECTION 8: The Manager, Real Estate Services, or his designee, is hereby authorized to take any and all actions necessary and execute documents, consistent with this ordinance, to complete the sale of the Property.

SECTION 9: The Offer to Purchase Agreement for the purchase of this property shall be approved as to form and legality by the City Attorney's Office and a copy shall be filed with the Office of the City Clerk.

SECTION 10: This Ordinance shall become effective immediately upon final adoption if it receives six or more affirmative votes; otherwise, it shall become effective upon the seventh day after final adoption.

Introduction Date:

JAN 17 2006

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 2006
PASSED BY THE FOLLOWING VOTE:

FEB 07 2006

AYES


BROOKS, BRUNNER, CHANG, NADEL, REID, QUAN, KERNIGHAN, AND
PRESIDENT DE LA FUENTE

NOES-

ABSENT-

ABSTENTION-

ATTEST:


LATONDA SIMMONS
City Clerk and Clerk of the Council
of the City of Oakland, California

NOTICE AND DIGEST

2005 DEC 28 AM 9: 57

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ACCEPT THE OFFER TO PURCHASE AGREEMENTS TO SELL TO BRIAN COLLINS AND MEHRDAD DOKHANCHI (HIGHEST BIDDER) APPROXIMATELY 11,500 SQUARE FEET OF CITY OWNED SURPLUS REAL PROPERTY LOCATED AT MANDELA PARKWAY (APN# 005-0421-000) FOR THE FAIR MARKET VALUE OF \$415,000; JULIA B. KIM (HIGHEST BIDDER) APPROXIMATELY 6,800 SQUARE FEET OF CITY OWNED SURPLUS REAL PROPERTY LOCATED AT 632 14TH STREET (APN# 003-0071-024) FOR THE FAIR MARKET VALUE OF \$ 1,150,000; KEVIN BAO PHAN (HIGHEST BIDDER) APPROXIMATELY 11,390 SQUARE FEET OF CITY OWNED SURPLUS REAL PROPERTY LOCATED AT 862/850 98TH AVENUE (APN# 045-5230-001-01 & 045-5230-003-03) FOR THE FAIR MARKET VALUE OF \$ 630,000; AND JULIA B. KIM (HIGHEST BIDDER) APPROXIMATELY 5,932 SQUARE FEET OF CITY OWNED SURPLUS REAL PROPERTY LOCATED AT 569 HIGH STREET/HOWARD STREET (APN# 033-2250-001-04) FOR THE FAIR MARKET VALUE OF \$500,000.

An ordinance has been prepared authorizing the City Administrator to sell surplus City-owned property to the highest bidder for four city owned parcels.

The City-owned properties are no longer required for City use and have been sold in accordance with Government Code and City Ordinance 11602 C.M.S. There are no City subsidies involved in the sale of the surplus property.

Hayes, Gil

From: Derania, Ray
Sent: Tuesday, December 18, 2007 9:12 AM
To: Hayes, Gil
Subject: RE: Street vacation...and sale

Gil –

I agree.

1. Effectively, the City sold the abutter the underlying fee simple interest of Mandela, and it's not too useful unless-and-until the City vacates the ROW.
2. Peralta would have to be vacated to the abutter (general vacation procedure in the Streets & Highways Code), and, the City would have to sell it at fair market value. I presume we'd make the case that the "swap" with the Mandela strip would be equal value for equal value (no actual \$ exchanged).
3. The Peralta vacation ordinance would require two findings by Council (General Plan o.k. and narrower ROW o.k.):

S&H Section 8313(a) If the proposed vacation of a street, highway, or public service easement is within an ar

S&H Section 8324(b) If the legislative body finds, from all the evidence submitted, that the street, highway, c

4. We could reserve an easement over the vacated portion of Peralta (utilities, sidewalk, whatever), and we could require that the abutter construct infrastructure improvements (now or in the future).

Ray Derania

From: Hayes, Gil
Sent: Friday, December 14, 2007 11:13 AM
To: Derania, Ray
Cc: Ghaemmaghami, Hamid
Subject: Street vacation...and sale

Ray: I am going to forward a question to you from Real Estate, but first you need a modicum of background. All of this refers to the inset.

12/18/2007



- 1) The City received portions of Mandella Parkway back from the state after the freeway was closed. This included the wedge between Peralta and 20th shown above.
- 2) The City offered for sale the upper portion of the wedge, it was purchased, and a legal description was created using the State's description and calling to the easterly line of Peralta. No field survey was performed.
- 3) The sale was approved by Council
- 4) The buyer had the land surveyed and discovered that the existing fence (as you can sort of see in the photo) was about 15 or 20 feet into Peralta which he does not own.
- 5) The sale also gave him about 10 feet or so of Madella which has the street on it (or sidewalk).
- 6) The buyer would like to swap item 4 for item 5 since the buyer did not get what appeared to be the land for sale.

Real Estate would like to do this to, however I have expressed concern that the matter needs to go thru a street vacation process and that it creates an anomaly with Peralta's normally 80 width.

Real Estate also expressed the possible view that Council has already 'blessed' the sale and that this might be a de-facto vacation.

The buyer is being nice, but is getting frustrated since the City has sold him land that he can never build on (Mandella) since, even if it is his, there is a prescriptive easement by the public over it (the street).

Me, I am just a lowly Surveyor..what do I know?

Your opinion or suggestions ??

g

Gilbert E. Hayes, PS, PE
City Land Surveyor - City of Oakland
250 Frank Ogawa Plaza - Fourth Floor
Oakland, California; 94612
510-238-3697

FINANCIAL TITLE COMPANY

PRELIMINARY REPORT

Financial Title Company
Attn: Niels Povlsen
180 Grand Ave., Suite 850
Oakland, CA 94612

Branch:
180 Grand Avenue, Suite 850
Oakland, CA 94612
Phone: (510) 645-9230 Fax: (510) 645-9240
Contact: **Patricia Larson/MC2 /mmq**
Escrow Contact:

Property Address:
Vacant Land on Mandela Parkway
Oakland, CA

Order Number: 43122002-403-PL

Other Reference:
Buyer/Borrower:

In response to the above referenced application for a policy of title insurance, this Company reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms. The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Exhibit A attached.

Please read the exceptions shown or referred to below and the Exceptions and Exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land. This report (and any supplements hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The form of policy of title insurance contemplated by this report is:

CLTA Owner's, ALTA Lender's

Dated as of **May 12, 2006** at 7:30 a.m.

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A Fee

Title to said estate or interest at the date hereof is vested in:

BRIAN COLLINS, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY A ONE SIXTH (1/6TH) INTEREST; TO HENRY WONG, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY A ONE SIXTH (1/6) INTEREST, AND TO HEMMAT AND DOKHANHY ASSOCIATES, A GENERAL PARTNERSHIP, A TWO THIRD (2/3) INTEREST, AS TENANTS IN COMMON, AS TO PARCEL ONE AND CITY OF OAKLAND, A MUNICIPAL CORPORATION, AS TO PARCEL TWO

LEGAL DESCRIPTION

The land referred to in this Report is described as follows:

All that certain real property situated in the City of Oakland, County of Alameda, State of California, described as follows:

PARCEL ONE:

All those portions of Lots 1, 2, 3, 4, 5 and 6 in Block 3, as said Lots and Block are shown on that certain Map entitled "MAP OF SURVEY OF NORTHERN EXTENSION OF OAKLAND" filed November 6, 1867 in Book 5 of Maps, Page 34, Alameda County Records, described in the Grant Deed from LEARNER INVESTMENT COMPANY to the STATE OF CALIFORNIA recorded June 25, 1952 in Book 6762 of Official Records, Page 503.

EXCEPTING THEREFROM: All that portion thereof described in the Director's Deed from the STATE OF CALIFORNIA to JOSEPH D. BALLINGER, a single man, recorded May 3, 1957 in Book 8355 of Official Records, Page 597;

ALSO EXCEPTING THEREFROM: All that portion thereof as described in the DIRECTOR'S EASEMENT DEED from the STATE OF CALIFORNIA to PACIFIC PIPE COMPANY, a California corporation recorded June 30, 1958 in Book 8710 of Official Records, Page 43.

FURTHER EXCEPTING THEREFROM:

All that portion lying within the lines of Mandella Parkway, as said Mandella Parkway now exists.

PARCEL TWO:

All that portion of Peralta Street lying westerly of Parcel One above and bounded on the South by the northerly line of 20th Street; on the West by the northeasterly production of that certain bearing described as "N. 33° 27' 02" E. 406.16 feet" in Parcel 2 of that certain Relinquishment of State Highway in the City of Oakland, Road IV-Ala-69-Oak, recorded November 2, 1961, in re: 444, Im: 880, Official Records to the intersection with the westerly line of Mandella Parkway, as said Mandella Parkway now exists.

NOTE: The herein above legal description is not insurable and has not yet been created of record; it is being provided at this time for convenience purposes only.

APN: 005-0421-002-02

ARB: None

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy would be as follows:

EXCEPTIONS:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2006-2007.
2. Taxes for the fiscal year 2005-2006 for Parcel Two: none due as said land is vested in a public agency.
3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California.
4. Rights of the public as to any portion of the land lying within the area commonly known as Peralta Street.
5. Easements for existing public utility installations, if any, within that portion of the herein described land lying within Peralta Street
6. The terms, covenants, provisions and conditions contained in an unrecorded Agreement
Disclosed by: Rental Agreement
Executed by: Moore and Sons Trucking and City of Oakland
Purpose: Equipment Storage
7. A Statement of Partnership,
Name: Hemmat & Dokhanchy Associates
General Partners: Edward Hemmat and Mehrdad Dokhanchy
Recorded: August 6, 2002, as Series No. 2002-333214, Official Records
8. The name search and title report is not complete until a Statement of Identity is submitted from Henry Wong. Copies of documents have been forwarded to escrow.
9. Evidence must be provided that there are no commitment statements in effect under Civil Code Section 850 et seq. with respect to the property.
10. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of the herein stated land that is satisfactory to this Company, and/or by inquiry of the parties in possession thereof.

11. This transaction requires high liability approval prior to close of escrow together with an inspection of the subject property.

Please advise Title Operations with an estimated date that your transaction will close so we can schedule the necessary approvals and inspections.

NOTES:

Privacy Promise For Customers

We will not reveal non-public personal customer information to any external non-affiliated organization unless we have been authorized by the customer, or are required by law.

Occasionally, due to certain market conditions, it may not be possible to deliver policies of title insurance in a time frame that our clients request. Should you have individual needs please contact the title operation that issued this report. We recognize, appreciate and understand your needs.

- a. STR applies: YES
- b. This report does not reflect requests for notice of default, requests for notice of delinquency, subsequent transfers of easements, and similar matters not germane to the issuance of the policy of title insurance anticipated hereunder.
- c. If this company is requested to disburse funds in connection with this transaction, Chapter 598 of 1989 Mandates of the California Insurance Code requires hold periods for checks deposited to escrow or sub-escrow accounts. Such periods vary depending upon the type of check and anticipated methods of deposit should be discussed with the escrow officer.
- d. No endorsement issued in connection with the policy and relating to covenants, conditions or restrictions provides coverage for environmental protection.
- e. Our investigation has been completed and the improvements located on the land described herein is a vacant land known as **Vacant Land on Mandela Parkway, Oakland, CA.**

At the close of escrow, an ALTA Lenders Policy of Title Insurance will be issued with 100 and 116 series Endorsements.

- f. If the land is an improved residential lot on which there is located a one-to-four family residence and each insured buyer is a natural person, and unless otherwise directed, we will issue the extended coverage CLTA Homeowners Policy of Title Insurance (6/2/98).
- g. The following is furnished for information only:

The conveyance affecting the herein stated land within twenty-four months prior to the date of this report is as follows:

Grantor:	The City of Oakland, a Municipal Corporation
Grantee:	Brian Collins, a married man as his sole and separate property a one sixth (1/6) interest; to Henry Wong, a married man as his sole and separate property a one sixth (1/6) interest, and to Hemmat And Dokhanchy Associates, a general partnership, a two third (2/3) interest, as tenants in common
Recorded:	March 14, 2006, as Series No. 2006-094364, Official Records

- h. Property taxes, including any assessments collected with taxes, for the fiscal year 2005-2006, have been PAID, and are as follows:

Assessor's Parcel No.: 005-0421-002-02

Code Area: 17-046

Bill No: 015787-00

Land: \$19,798.00

Improvements: \$0.00

Exemptions: \$0.00

1st Installment: \$321.82 Paid

2nd Installment: \$321.82 Paid

Said matter affects a portion of the herein described herein and other land.

This order was generated by Financial Title Company. All questions and recordings should be directed to 3130 Crow Canyon Place, Suite 300, San Ramon, CA 94583. Phone: 925-242-5600 Fax: 925-328-1546.

EXHIBIT "A"

LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS

CLTA Preliminary Report Form
(Rev. 6/98)

CLTA PRELIMINARY REPORT FORM LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS

SCHEDULE B

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY FORM - 1990 AND CALIFORNIA LAND TITLE ASSOCIATION HOMEOWNER'S POLICY - EAGLE (6/2/98) EXCLUSIONS FROM COVERAGE

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence of violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
 - a. building
 - b. zoning
 - c. land use
 - d. improvements on the land
 - e. land division
 - f. environmental protectionThis Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the land by condemning it, unless:
 - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on you if you bought the land without knowing of the taking.
4. Risks:
 - a. that are created, allowed or agreed to by you, whether or not they appear in the Public Records;
 - b. that are known to you at the Policy Date, but not to us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to you; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24, or 25.
5. Failure to pay value for your title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the land.This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

2. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92) WITH ALTA ENDORSEMENT - FORM 1 COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

EXHIBIT "A" - CONTINUED

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (c) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure: (i) to timely record the instrument of transfer; or (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
3. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
4. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) are shown by the public records.

**FINANCIAL
TITLE COMPANY**

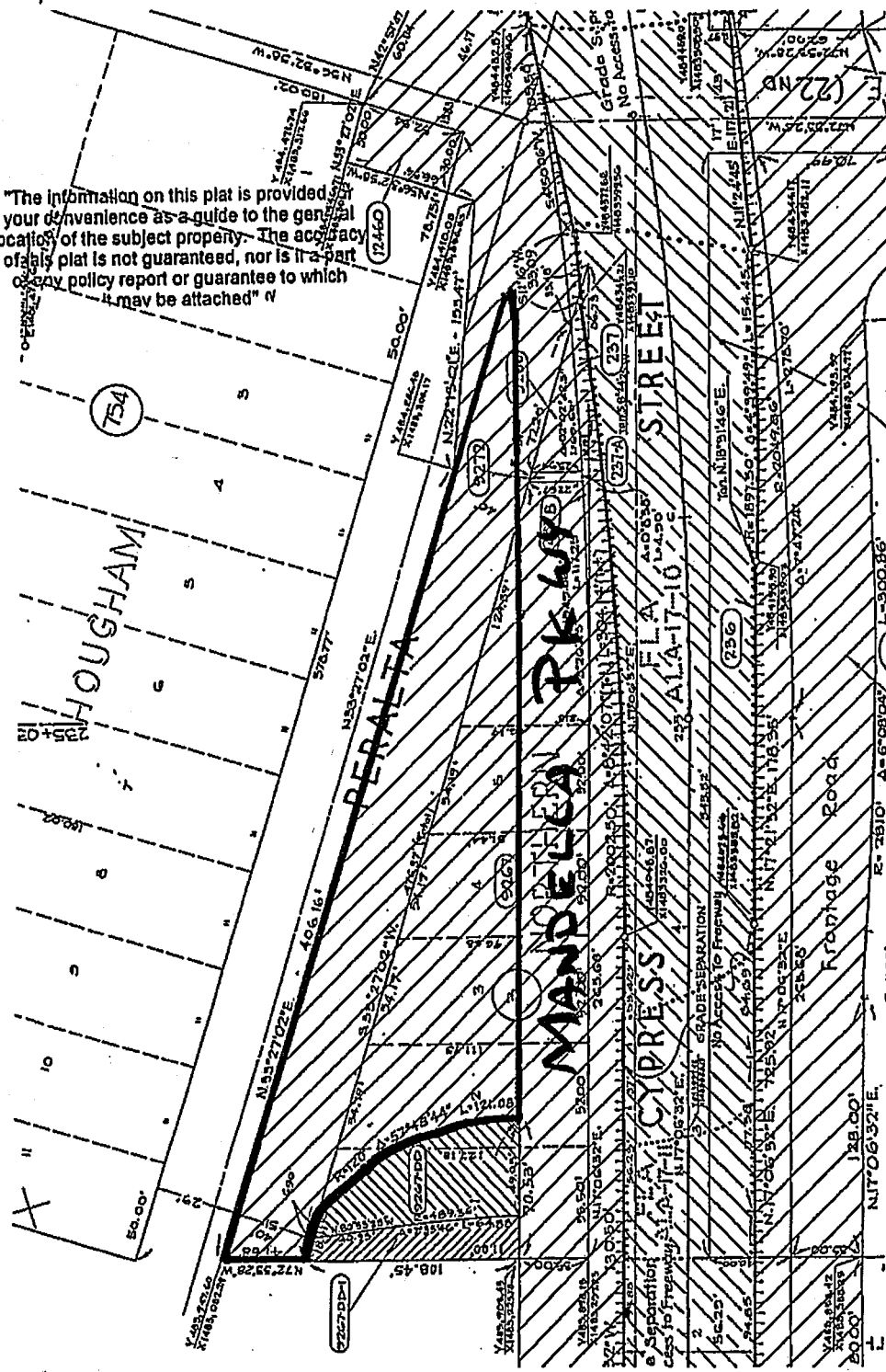
PLEASE DELIVER TO

**180 Grand Avenue, Suite 850
OFFICE**

Patricia Larson

43122002-403

"The information on this plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy report or guarantee to which it may be attached"



FINANCIAL TITLE COMPANY

SELLER'S AND BUYER'S ESCROW INSTRUCTIONS

To: Financial Title Company
180 Grand Avenue, Suite 850
Oakland, CA 94612
Phone No.: (510) 891-3070 Fax No.: (510) 645-9228

Escrow No: 43104052-493-PL
Date: March 9, 2006

Financial Title Company conducts escrow business under License to act as an underwritten title company No. 370 issued by the State of California Department of Insurance.

Sellers hand you herewith a Quitclaim Deed vesting title in Brian Collins and Henry Wong and Hemmat & Dokhanchy Associates, together with

- ☒ Escrow Estimated Settlement Statement
☒ Approved Preliminary Report

which you are authorized to deliver and/or record when you have received for my account:

- ☒ Balance of Sale Proceeds per Escrow Estimated Settlement Statement

Buyers hand you herewith balance due as shown on the estimated settlement statement, together with

- ☒ Escrow Estimated Settlement Statement
☒ Approved Preliminary Report
☒ Quitclaim Deeds from the Spouses of Brian Collins and Henry Wong
☒ Read and Approved copy of the Quitclaim Deed from City of Oakland

which you are authorized to deliver and/or record when you have received: ~~Grant~~ ^{2017 CLTA 114 DEED} Deed describing the property covered by your policy of title insurance herein called for and when you can issue a ☐ CLTA Homeowner's or a ☒ CLTA Owner's policy of title insurance naming **Brian Collins and Henry Wong and Hemmat & Dokhanchy Associates** as insureds with a liability of \$ **415,000.00** covering the property described in the Preliminary Report issued by **Financial Title Company**, dated **February 23, 2006**, and commonly known as: **Vacant land on Mandela Parkway, Oakland, CA.** At close of this escrow, the policy of Title Insurance will contain only the following "subject to" items, PLUS those items that will reflect the documents being recorded through escrow.

SAID POLICY TO SHOW TITLE VESTED IN GRANTEE OF ABOVE DEED, SUBJECT TO:

1. Printed exceptions and conditions and stipulations in said policy.
2. ☒ All ☐ 2nd Half ☐ Paid; General and Special taxes for fiscal year 2006/2007
3. Assessments and/or bonds not delinquent
4. Exceptions numbered **1 thru 3** as shown in the preliminary report referenced above. In particular the Rental Agreement shown as item number 3 of the Preliminary Report and as disclosed by Rental Agreement executed by Moore and Sons Trucking and City of Oakland for the purpose of Equipment Storage:

The undersigned Buyer(s) hereby acknowledges that he has received and read a copy of the preliminary report referred to above, describing the property which is the subject of this escrow.

We hereby instruct you to show title to be vested as follows: **Brian Collins, a married man as his sole and separate property as to an undivided 1/6 interest and Henry Wong, a married man as his sole and separate property as to an undivided 1/6 interest and Hemmat & Dokhanchy Associates, a General Partnership as to an undivided 2/3 interest, as tenants in common**

(Initial next to box selected)	<input type="checkbox"/>	as Joint Tenants*
	<input type="checkbox"/>	as Community Property***
	<input type="checkbox"/>	as Community Property, with right of survivorship***
	<input type="checkbox"/>	as Tenants in Common
	<input type="checkbox"/>	an unmarried
	<input type="checkbox"/>	a married man/woman, as his/her sole and separate property**
<input type="checkbox"/> other:		

* any entity

** An Inter-spousal Deed and Instructions are required to be executed and delivered to this escrow prior to close of escrow.

*** husband and wife or domestic partners only

Note: The manner of taking title may have significant legal and tax consequences. Therefore, you should give this matter serious consideration, it is recommended that a C.P.A. or Attorney be consulted to assist you with your decision.

Seller's Disclosure

The undersigned Sellers hereby certifies that all liens, judgments, taxes, and other obligations have been disclosed to Financial Title Company, and that there are NO additional items that exist against me/us, except those disclosed on the preliminary title report referenced above, which has been acknowledged by my/our initial(s) or signature(s).

WJ
Initials

Initials

Initials

Initials

The undersigned hereby certifies that NO construction, alteration, addition to, or repair of a building or structure is in process or has recently been completed.

Therefore, the undersigned agrees to hold harmless and indemnify Financial Title Company and it's underwriter against all loss, damage, attorney's fees and other costs and charges which Financial Title Company or it's underwriter may sustain in consequences of having issued such policy or policies of Title Insurance, and not having taken exception to an item which should have been disclosed but for whatever reason, was not.

Buyer's Disclosure

The undersigned Buyer(s) hereby certifies that all liens, judgments, taxes and other obligations have been disclosed to Financial Title Company, and that there are NO additional items that exist against me/us.

The undersigned hereby certifies that NO construction, alteration, addition to, or repair of a building or structure is in process or has recently been completed.

Therefore, the undersigned agrees to hold harmless and indemnify Financial Title Company and its underwriter against all loss, damage, attorney's fees and other costs and charges which Financial Title Company or it's underwriter may sustain in consequences of having issued such policy or policies of Title Insurance, and not having taken exception to an item which should have been disclosed but for whatever reason, was not.

Prorations

- A. You are hereby authorized and instructed to prorate taxes to the close of escrow. You are hereby authorized and instructed to base your tax prorations upon the current available tax figures as shown on your Preliminary referenced above The undersigned buyers acknowledge that they have been advised that after December 10th the first installment of taxes will be delinquent and penalties will be assessed and the second installment will be delinquent after the following April 10th.
- B. Buyers are aware that they are responsible for making all future property tax payments, beginning with WHEN PROPERTY BECOMES ASSESSED, plus any Supplemental Tax bills to come.

FIRPTA

Transferor/Seller and Transferee/Buyer agree that any calculation, deduction, act or action, such as the withholding of funds and/or the payment of taxes, in compliance with FIRPTA, or any other Internal Revenue Service Code or Regulation, shall be the responsibility of the parties, to be performed outside of this escrow.

Parties hereto acknowledge that they have not relied upon any representation of the seller or Realtor(s) relative to the condition of subject property. Buyer accepts that the Seller has offered subject property without representation, warranty, or covenant of any kind, express or implied, as to the state or condition of the property. It being the intent of the parties to transfer/sell in it's present ("as is") state of condition; therefore, the Escrow Holder is to close subject escrow without further consideration of same.

This is vacant land. There is not a requirement for obtaining hazard or liability insurance coverage through this escrow. Escrow holder is hereby relieved of all liability and/or responsibility in connection with the closing of this escrow without the benefit of evidence of insurance coverage.

Any transfer of fire insurance and/or proration thereof covering this property shall be handled by the parties hereto outside of this escrow.

All parties acknowledge there are no rent prorations or credit of deposits to Buyer through escrow for the rental of subject property to Moore and Sons Trucking.

Property address is: Vacant land on Mandela Parkway, Oakland, CA

"IMPORTANT: California Law requires all funds deposited to close must be presented in the form of a Cashier's Check, Bank Check, or Wire Transfer, payable to Financial Title Company."

City of Oakland, a Municipal Corporation

By: [Signature] Date 3/13/2006

S.S./Tax ID Number: 94-6-000384 S.S./Tax ID Number: _____ Date _____

S.S./Tax ID Number: _____ Date _____
S.S./Tax ID Number: _____

Forwarding Address: _____

Seller's Contact Info: Day: 510-238-6358 Evening: _____ Cell/Pager: 510-723-2745

E-mail address: wilkins@oaklandnet.com

<u>Brian Collins</u>	<u>Henry Wong</u>	<u>Date</u>
S.S./Tax ID Number: _____	S.S./Tax ID Number: _____	

Hemmat & Dokhanchy Associates, a General Partnership

<u>By: Edward Hemmat</u>	<u>By: Mehrdad Dokhanchy</u>	<u>Date</u>
S.S./Tax ID Number: _____	S.S./Tax ID Number: _____	

Forwarding Address: _____

Buyer's Contact Info: Day: _____ Evening: _____ Cell/Pager: _____

E-mail address: _____

Received on: _____ **Financial Title Company: By:** _____

FINANCIAL TITLE COMPANY

Upon consummation of this escrow, you are authorized to disburse proceeds as follows:

Disbursement of Funds for Seller(s):

The undersigned hereby instructs Financial Title Company to disburse their proceeds as follows:

☐ Hold check for pick up at your Financial Title Company office in/at _____

☒ Authorize check to be picked up by:

Name: BARBARA JAMES

Escrow No. 2386362, contact BARBARA JAMES

☒ Call when check is ready for pickup, phone # _____

Name: _____

☐ Mail check to: _____

Address: _____

☐ Transfer proceeds to: _____

Escrow No. _____

Title Company _____

Address _____

☐ Wired funds will incur an additional fee charge of \$25.00 per wire. Please provide wiring instructions.

☐ Other: _____

The proceeds will be disbursed in the form of one check payable to the order of ALL Seller(s) unless Escrow Holder is provided with written instructions from all Seller(s) to do otherwise. Such checks require the personal endorsement of all payees to be negotiable. *Unless otherwise directed in these instructions, Escrow Holder is authorized to mail any proceeds/refund check(s) to the Seller(s) at the address provided Escrow holder herein.*

Disbursement of Funds for Buyer(s):

The undersigned hereby instructs Financial Title Company to disburse their proceeds as follows:

☐ Hold check for pick up at your Financial Title Company office in/at _____

☐ Authorize check to be picked up by:

Name: _____

☐ Call when check is ready for pickup, phone # _____, contact _____

☐ Mail check to: _____

Name: _____

☐ Transfer proceeds to: _____

Address: _____

☐ Escrow No. _____

Title Company _____

Address _____

☐ Wired funds will incur an additional fee charge of \$25.00 per wire. Please provide wiring instructions.

☐ Other: _____

The proceeds will be disbursed in the form of one check payable to the order of ALL Buyer(s) unless Escrow Holder is provided with written instructions from all Buyer(s) to do otherwise. Such checks require the personal endorsement of all payees to be negotiable. *Unless otherwise directed in these instructions, Escrow Holder is authorized to mail any proceeds/refund check(s) to the Buyer(s) at the address provided Escrow holder herein.*

Brian Collins

Henry Wong

FINANCIAL TITLE COMPANY

THE PARTIES UNDERSTAND AND ACKNOWLEDGE:

GENERAL PROVISIONS

1. **NOTE: THE FOLLOWING TWO SUBPARAGRAPHS ARE SPECIFIC TO THE CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS.**

Additionally, the following two subparagraphs alter Escrow Agent's responsibilities as set forth in paragraphs 14 and 25 of the California Association of Realtors (CAR) form Residential Purchase Agreement and Joint Escrow Instructions.

- (i) Paragraph #14(A) (B) (C) and (D), of the Residential Purchase Agreement and Joint Escrow Instructions shall not be of any concern to Escrow Agent, except where said paragraph is referenced in other areas of the Residential Purchase Agreement and Joint Escrow Instructions as to time periods. Escrow Agent's only duties, as to any other matters contained in Paragraph #14(A) (B) (C) and (D) of the Residential Purchase Agreement and Joint Escrow Instructions, shall be to receive and/or deliver any documents, reports, etc., which may be handed to Escrow Agent for delivery to either party through escrow and to notify parties upon Escrow Agent's receipt of any approvals or disapprovals.
- (ii) Paragraph #25 of the Residential Purchase Agreement and Joint Escrow Instructions shall not be of any concern to Escrow Agent, unless the parties to the escrow specifically notify Escrow Agent otherwise in a separate escrow instruction.

2. **Deposit of Funds & Disbursements**

All funds received in this escrow shall be deposited in a non-interest bearing account in one or more of your general escrow trust accounts with any financial institution doing business in the State of California and may be transferred to any other general escrow account or accounts selected by Escrow Agent. In the event you wish to have your funds placed into an interest bearing account, you must complete the Escrow Deposit Authorization and the W-9 Form which is to be provided by and returned to your Escrow Agent. You will incur charges for the administration of the account. Fees that will be charged by Financial Title Company are as follows:

Funds Deposited in the Title Company's depository bank \$45.00
Funds Deposited into the bank of your choice \$125.00

Said fees will be charged regardless of the condition and/or close of the escrow. You are authorized not to close escrow or disburse until good funds All disbursements shall be made by your check or other instrument as per your instructions. Financial Title Company shall not be responsible for any delay in as provided for in California Insurance Code Section 12413.1 have been confirmed in escrow. Delays in closing will occur if funding is by other than bank wire, cashiers closing if funds received by escrow are not available for immediate withdrawal. Delays in closing will occur if funding is by other than bank wire, cashiers checks or similar type items payable through a California Bank. In order to avoid unnecessary delays of two to seven days, or more, please use wire transfers, cashier's checks or certified checks whenever possible. The accounts wherein funds are deposited and disbursed are insured under the specifications and regulations of the Federal Depositors Insurance Corporation (FDIC). You are not responsible for these deposits in the event of bank failure, nor will you provide any additional insurance on said deposits. You shall have no obligation to account for the value of any escrow-related accounting services and incidental benefits that may be provided to the company by any depository bank.

3. **Financial Title Company conducts escrow business under License #370 to act as an underwritten title company issued by the State of California Department of Insurance.**

4. **Prorations**

Unless otherwise specified in writing, all prorations and/or adjustments are to be made as of close of escrow on the basis of a 30-day month. As used herein, the expression, "C.O.E." is defined as "Close of Escrow." "H.O. Dues," as used herein, refers to any homeowners association or similar body which levies monthly or periodic assessments or dues for common area maintenance or similar matters. You are authorized to insert the actual date of recording in all notes as to commencement of interest and due date of first payment.

5. **Sufficiency, Validity, Authority, etc of Documents**

Escrow Agent shall not be responsible or have any liability with respect to the sufficiency or correctness as to form, manner of execution, or validity of any document deposited in this escrow, nor as to the identity, authority or rights of any person executing the same. Escrow Agent's duties hereunder shall be limited to the proper handling and disbursement of funds deposited in this escrow and the proper safekeeping and delivery of such documents received by Escrow Agent in accordance with the written instructions given to Escrow Agent in this escrow in which all parties have concurred.

6. **Recordation of Instruments**

You are authorized to record any documents delivered through this escrow, recording of which is necessary or proper in the issuance of the requested policy of title insurance.

7. **Authorization to Execute Assignment of Insurance Policies**

You may execute on behalf of the parties hereto, assignments of interest in any insurance policies, which are part of this escrow, and forward them upon close of escrow to the agent. With respect to fire insurance policies you shall be fully protected in assuming that such policy is in force and that the necessary premium therefore has been paid. In all acts in this escrow relating to insurance, including adjustments, if any, you shall be fully protected in assuming that each policy is in force and that the necessary premium therefore has been paid.

8. **Authorization to Furnish Copies**

You may furnish a copy of these instructions, amendments thereto, closing statements and/or any other documents to any real estate broker and/or lender involved in this transaction upon request of such lenders or brokers. Delivery of said documents can be sent via delivery, U.S. postal mail, overnight mail, facsimile or electronic. All documents and funds due the parties to this escrow will be sent by Escrow Agent via regular mail to said parties at the addresses provided to Escrow Agent, unless otherwise instructed.

9. **Personal Property Taxes**

No examination or insurance as to the amount of payment of personal property taxes is required unless specifically requested.

10. **Right of Cancellation**

In the event this escrow is cancelled, the parties hereto agree to pay Escrow Agent its cancellation fee for work performed, and to pay all expenses incurred by Escrow Agent on behalf of any party to this escrow. If a demand to cancel this escrow is submitted to Escrow Agent after the closing date set forth in these instructions, Escrow Agent shall send copies of such demand to all other parties. Alternatively, any principal may deliver to you a notice of cancellation executed by that principal. Upon receipt of such notice, you shall deliver a copy of such notice to each of the other principals at the address in this escrow. UNLESS WRITTEN OBJECTION TO CANCELLATION IS FILED IN YOUR OFFICE BY A PRINCIPAL WITH TEN (10) DAYS AFTER DATE OF SUCH MAILING, YOU ARE AUTHORIZED TO COMPLY WITH SUCH NOTICE AND DEMAND PAYMENT OF YOUR CANCELLATION CHARGES.

If a written objection is received by Escrow Holder, Escrow Holder is authorized, at its option, to hold all funds and documents in escrow (subject to the funds held fee) and to take no other action until otherwise directed by either the parties' mutual written instructions or a final order of a court of competent jurisdiction. If no action is taken on this escrow within 6 months after the closing date specified in the escrow instructions, Escrow Holder's obligations shall, at its option, terminate. Upon termination of this escrow, the parties shall pay all fees, charges and reimbursements due to Escrow Holder and all documents and remaining funds held in escrow shall be returned to the parties depositing same.

Initials

Initials

Initials

Initials

11. **Action in Interpleader**

The parties expressly agree that you, as escrow holder, have the absolute right at your election to file an action in interpleader requiring the parties to answer and litigate their several claims and rights among themselves and you are authorized to deposit with the clerk of the court all documents and funds held in this escrow. In the event such action is filed, the parties jointly and severally agree to pay your cancellation charges and costs, expenses and reasonable attorney's fees which you are required to expend or incur in the interpleader action. Upon the filing of the action, you shall be fully released from the obligations to further perform any duties otherwise imposed by the terms of this escrow.

12. **Termination of Agency Obligations**

If there is no action taken on this escrow within six months after the time limit date set forth in the escrow instructions or written extension thereof, your agency obligation shall terminate at your option and all documents, monies, or other items held by you shall be returned to the parties depositing same. This shall not limit your right to withdraw as escrow agent from this transaction at any time. In the event of termination of your agency obligation, the parties shall pay your fees, charges and any expenses incurred, which shall be deducted from any and all deposits made to escrow.

13. **Conflicting Instructions**

No notice, demand, or change of these instructions shall be in effect unless given in writing. Should you before or after close of escrow receive or become aware of any conflicting demands or claims with respect to this escrow of the rights of any of the parties hereto, or any money or property deposited herein or affected hereby, you shall have the right to discontinue any or all further acts on your part until such conflict is resolved to your satisfaction, and you shall have the further right to commence or defend any action or proceedings for the determination of the conflict as provided in paragraphs 10 and 11 of these General Provisions. The parties hereto jointly and severally agree to pay all costs, damages, judgments and expenses, including reasonable attorney's fees, suffered or incurred by you in connection with, or arising out of this escrow, including, but without limiting the generality of the foregoing, a suit interpleader brought by you. In the event you file a suit in interpleader you shall be fully released and discharged from all obligations imposed upon you in this escrow.

14. **Contingency Periods**

Escrow Holder shall not be responsible for monitoring contingency time periods between the parties. The parties shall execute such documents as may be requested by Escrow Holder to confirm the status of any such periods.

15. **Reports**

As an accommodation, Escrow Holder may agree to transmit orders for inspection, termite, disclosure and other reports if requested, in writing or orally, by the parties or their agents. Escrow Holder shall deliver copies of any such reports as directed. Escrow Holder is not responsible for the reviewing such reports or advising the parties of the content of same.

16. **Information From Affiliated Companies**

Escrow Holder may provide the parties' information to and from its affiliates in connection solely to facilitate the closing of this transaction.

17. **Funds Retained in Escrow**

If for any reason, funds are retained or remain in escrow more than 90 days after closing date, you are to deduct therefrom a reasonable monthly charge as custodian thereof of not less than \$25.00 per month. Instruments that are not negotiated within six months are considered stale dated and are considered to be held in escrow and are subject to the fees described above to be assessed from the date of the instrument.

18. **Usury**

You are not to be concerned with any question of usury in any loan or encumbrance involved in the processing of this escrow and you are hereby released of any responsibility or liability therefore. Furthermore, notwithstanding the Note has been executed, you are authorized to insert the actual date of recording in all Notes as to the commencement of interest and due date of the first payment, unless otherwise instructed.

19. **Indemnity for Attorneys Fees and Costs**

In the event suit is brought by any party to this escrow, including the title company or any other party, as against each other or others, including the title company, claiming any right they may have as against each other or against the title company, then in that event, the parties hereto agree to reimburse, indemnify and hold harmless the title company from and against any loss, attorney's fees, expenses and costs incurred by it.

20. **Destruction of Documents**

You are authorized to destroy or otherwise dispose of any and all documents, papers, instructions, correspondence and other material pertaining to this escrow at the expiration of three years from the close of escrow or cancellation thereof, without liability and without further notice to parties to the transaction.

21. **Tax Reporting, Withholding and Disclosure**

The parties are advised to seek independent advice concerning the tax consequences of this transaction, including but not limited to, their withholding, reporting and disclosure obligations. Escrow Holder does not provide tax or legal advice and the parties agree to hold Escrow Holder harmless from any loss or damage that the parties may incur as a result of their failure to comply with federal and/or state tax laws. **WITHHOLDING OBLIGATIONS ARE THE EXCLUSIVE OBLIGATIONS OF THE PARTIES. ESCROW HOLDER IS NOT RESPONSIBLE TO PERFORM THESE OBLIGATIONS UNLESS ESCROW HOLDER AGREES IN WRITING**

A. Taxpayer Identification Number Reporting

Federal law requires Escrow Holder to report seller's social security number or tax identification number (both numbers are hereafter referred to as the "TIN"), forwarding address, and the gross sales price to the Internal Revenue Service ("IRS"). To comply with the USA PATRIOT Act, certain taxpayer identification information (including, but not limited to, the TIN) may be required by Escrow Holder from certain persons or entities involved (directly or indirectly) in the transaction prior to closing.

Escrow cannot be closed nor any documents recorded until the information is provided and certified as to its accuracy to Escrow Holder. The parties agree to promptly obtain and provide such information as requested by Escrow Holder.

B. State Withholding & Reporting

Under California law (Rev & Tax Code §18662), a buyer may be required to withhold and deliver to the Franchise Tax Board (FTB) an amount equal to 3.33% of the sales price in the case of disposition of California real property interest ("Real Property") by either: 1) a seller who is an individual, trust or estate or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary of seller; OR 2) a corporate seller that has no permanent place of business in California immediately after the transfer of title to the Real Property. Buyer may be subject to a penalty (equal to the greater of 10% of the amount required to be withheld or \$500.00 for failing to withhold and transmit the funds to FTB in the time required by law. Buyer is not required to withhold any amount and will not subject to penalty for failure to withhold if: a) the sales price of the Real Property does not exceed \$100,000; b) the seller executes a written certificate under penalty of perjury certifying that the seller is a corporation with a permanent place of business in California; OR c) the seller, who is an individual, trust, estate or corporation without a permanent place of business in California, executes a written certificate under penalty of perjury certifying one of the following: (i) the Real Property was the seller's or decedent's principal residence (as defined in IRC §121); (ii) Real Property being conveyed was last used to the seller as sellers principal residence with the meaning of IRC §121 (even if the seller did not meet the two out of the last five years requirement or one of the special circumstances in IRC §121); (iii) the Real Property is or will be exchanged for property of like-kind (as defined in IRC §1031) and that the seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain California income tax purposes under IRC §1031; (iv) the Real Property has been compulsorily or involuntarily converted (as defined in IRC §1033) and the seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under IRC §1033; or (v) the Real Property sale will result in a loss (or net gain not required to be recognized) for California income tax purposes. Seller is subject to penalties for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding laws.

Contact FTB: For additional information regarding California withholding, contact the Franchise Tax Board at (toll free) 888-792-4900, by e-mail: nws@ftb.ca.gov; or visit their website at www.ftb.ca.gov.

C. Federal Withholding & Reporting

Certain federal reporting and withholding requirements exist for real estate transactions where the seller (transferor) is a non-resident alien, a non-domestic corporation, partnership, or limited liability company; or a domestic corporation, partnership or limited liability company controlled by non-residents; or non-resident corporations, partnerships or limited liability companies.

Initials

Initials

Initials

Initials

D. Taxpayer Identification Disclosure

Federal and state laws require that certain forms include a party's TIN and that such forms or copies of the forms be provided to the other party and to the applicable governmental authorities. Parties to a real estate transaction involving seller-provided financing are required to furnish, disclose, and include the other party's TIN in their tax returns. Escrow Holder is authorized to release a party's TINs and copies of statutory forms to the other party and to the applicable governmental authorities in the foregoing circumstances. The parties agree to hold Escrow Holder harmless against any fees, costs, or judgments incurred and/or awarded because of the release of their TIN as authorized herein.

22. Supplemental Taxes

Supplemental tax bills, when issued and posted, may not be immediately available; therefore, there may be a gap in time where the bill may be posted but we would not have knowledge of it. Therefore, in the event a supplemental tax bill is issued by the County Tax Collector after the date of the above mentioned preliminary report or after the close of escrow and transfer of title, the undersigned parties agree to handle any adjustment which might result from such supplemental tax bill directly between themselves.

23. Exchanges

In the event this transaction is an exchange or part of an exchange, the parties acknowledge the escrow holder has made no representations whatsoever regarding the sufficiency or effect of this transaction in relation to applicable federal and state tax laws. It is further acknowledged by the parties that they have been advised by escrow holder to seek the counsel of their own tax attorney or certified public accountant for the determination of any tax consequences of this exchange.

The undersigned fully indemnify and hold escrow holder harmless from any loss or damage which the parties may sustain in the event this transaction fails to qualify for any special tax treatment.

24. Amendment to Escrow Instructions and Counterpart Approval

Any amendment or supplement to these escrow instructions, amendments and supplements must be in writing. Collectively, these escrow instructions constitute the entire escrow between the escrow holder and the parties. These escrow instructions, amendments and supplements may be executed in one or more counterparts each of which independently shall have the same effect as if it were the original, and all of which taken together shall constitute one and the same instructions, provided said documents have been delivered to Escrow Holder. Should said documents be delivered by facsimile or electronically parties hereto instruct Escrow Holder to rely upon such instructions as if they were original.

25. Fax/Teletcopy Instructions

In the event Buyer(s), Seller(s) or other Parties to the Escrow utilize "facsimile" transmitted signed documents, Buyer(s) and Seller(s) hereby agree to accept, and instructs the Escrow Holder to rely upon such documents bearing the original signatures. Buyer(s) and Seller(s) hereby acknowledge and agree to provide to Escrow Holder the original documents (that have been sent via FAX) within 72 hours of Transmission. Buyer(s) and Seller(s) further acknowledge and agree that documents necessary for recording by the County Recorder must be original signatures, and therefore, non receipt of the original documents to record can delay the close of escrow.

26. Agreement of Co-Operation (Unjust Enrichment)

In the event that any party to this escrow receives funds or is credited with funds that they are not entitled to, for whatever reason, they agree, upon written demand, to return said funds to the proper party entitled or to the escrow for disbursement. In the event that suit is brought to enforce the return of said funds, the parties agree to reimburse the prevailing party their reasonable attorney fees.

27. Escrow Responsibility

We understand that Escrow is acting under this Agreement as a depository only and its sole responsibility shall be to comply with the written instructions given to and accepted by Escrow under this Agreement. Your duties under this Agreement shall be limited to the safekeeping of money, instruments, or other documents received by you as the Escrow Agent, and for the disposition of the money, instruments or other documents received by you in accordance with the instructions contained in this Agreement. Escrow shall have no duty, obligation or responsibility to undertake any of the following actions: (a) to inquire into the sufficiency, correctness, genuineness, form, substance, manner of execution, validity or enforceability of any document; (b) to inform either Seller or Buyer of any facts which Escrow may have acquired outside the transaction between Seller and Buyer; (c) for any loss suffered by either Seller or Buyer attributed to defects in the Title to the Real Property except for a loss caused by Escrow's failure to obtain the required Title Insurance or Title coverage.

28. Seller's Disclosure

The undersigned Seller(s) hereby certifies that all liens, judgments deeds of trust, taxes, and other obligations have been disclosed to Financial Title Company, and that NO additional items or obligations exist against me/us, except those disclosed on the preliminary report referenced above, which has been acknowledged by my/our initial(s) or signature(s).

The undersigned hereby certifies that NO construction, alteration, addition to, or repair of a building or structure is in process or has recently been completed.

Therefore, the undersigned agrees to hold harmless and indemnify Financial Title Company and its underwriter against all loss, damage, attorney's fees and other costs and charges which Financial Title Company or it's underwriter may sustain in consequences of having issued such policy or policies of Title Insurance, and not having taken exception to an item which should have been disclosed but for whatever reason was not.

29. Buyer's Disclosure

The undersigned Buyer(s) hereby certifies that all liens, judgments, taxes and other obligation have been disclosed to Financial Title Company, and that there are NO additional items that exist against me/us.

The undersigned hereby certifies that NO construction, alteration, addition to, or repair of a building or structure is in process or has recently been completed.

Therefore, the undersigned agrees to hold harmless and indemnify Financial Title Company and its underwriter against all loss, damage, attorney's fees and other costs and charges which Financial Title Company or its underwriter may sustain in consequences of having issued such policy or policies of Title Insurance, and not having taken exception to an item which should have been disclosed but for whatever reason, was not.

30. Estimated Settlement Statement

Buyer and Seller hand you herewith an estimated settlement statement which has been read and approved. You are authorized and instructed to make deductions, adjustments and disbursements in accordance with said estimated settlement statement. All amounts are estimated and may be adjusted dependent upon the date of close of escrow.

31. Copy Quality

Any copies provided to us from the County Recorder are the best available copies and Financial Title Company is relieved from any liability or responsibility for the clarity of the copies

32. Preliminary Change of Ownership Report (PCOR)

Buyer(s) will hand you before close of escrow a completed "Preliminary Change of Ownership" Report which you are hereby instructed to file accompanied by the Grant Deed with the County Recorder; or in the absence or rejection thereof you will pay from Buyer's funds an additional \$20.00 if required by the County Recorder. It is understood that Escrow does not have sufficient information to complete this form and will not be required to furnish information therefore. In the event the Preliminary Change of Ownership Report is rejected, Buyers understand that they will be required to file a Change of Ownership Report that should be mailed to them with the recorded Grant Deed from the County Recorder's Office, after close of escrow. Buyers are aware that by law this requirement must be met within 45 days from recordation of their Grant Deed or they may be assessed additional penalties.

33. Failure to Close Timely

If the conditions for closing this escrow have not occurred at the time set forth herein for closing, Escrow Agent is nevertheless to continue to act hereunder and to close this escrow as soon thereafter as such conditions (except as to time) shall have been met, unless any party shall have made a written demand on Escrow Agent for cancellation of this escrow and/or for the return of any funds and/or documents deposited by such party.

Initials

Initials

Initials

Initials

34. **No Duty to Notify as to Subsequent Transactions**

Escrow Agent shall have no duty or responsibility to notify any party to this escrow of any sale, resale, loan, exchange or other transaction involving the property which is the subject of this escrow or any profit realized by any person or entity in connection therewith, notwithstanding that Escrow Agent may act as escrow holder for such transactions(s) in this or another escrow(s).

35. **Escheat to the State of California**

If for any reason, funds retained or remain in escrow for more than 3 years after the last contact date with the party(ies) in which funds were disbursed or instructed to be released to, and if the party(ies) cannot be located, or if there is a dispute regarding the disbursement of the funds, you are to deduct your custodian fees as provided for in paragraph 17 of these General Provisions and escheat the remaining funds to the State Controller, as mandated by the State of California. If funds are disputed, meaning release is not mutually agreed upon and/or there is no final court order to whom the funds should be released, then you shall escheat the remaining funds to the State Controller as "disputed funds". In the event the party(ies) last known address is outside of California you are to escheat the funds either to the State of California, as agent, pursuant to the list of Reciprocal States for Unclaimed Properties or by remitting the funds pursuant to the guidelines and escheatment periods of the State Controller where the party(ies) reside(s), as mandated by said State.

36. **PRIVACY PROMISE FOR CUSTOMERS**

We at Financial Title Company take pride in our protection of your trust as we perform background support through the production of your loan package for closing.

Assuring your comfort that nonpublic personal customer information gathered in our rendering of services will be held secure is among our highest of priorities. This is our promise to you, our individual customers:

- A. We restrict access to nonpublic personal information about you, our customers and consumers, to those employees who have a need to know such information to provide our services and products to you or for your benefit. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.
- B. We will not reveal nonpublic personal customer information to any external non-affiliated organization unless we have been authorized by the customer, or are required by law.
- C. We will always maintain secure control over the non-public personal information that we hold.
- D. Whenever we hire other organizations to provide support services, we will require them to conform to our privacy standards and to allow us to audit them for compliance.

37. **Application of Payoff Funds**

Should a check or wire be deemed unacceptable by lenders, creditors, lien holders or beneficiaries of Deeds of Trust, you are authorized to act on our behalf in requesting the funds, as well as any balance in an impound account, be applied towards the balance due.

Financial Title Company is specifically directed to follow these instructions only and has no responsibility to follow the terms of any prior agreements entered into between the parties herein. It is agreed and understood that these Escrow Instructions shall be the whole and only agreement between the parties with regard to the instructions to, and obligations of, Financial Title Company, and shall supersede and cancel any prior instructions. The undersigned parties jointly and severally agree to hold Financial Title Company harmless from and against any and all damages or liability, therefore, loss, costs, charges, attorneys' fees or other expenses which Financial Title Company shall or may at any time suffer, sustain or incur by reason of or in consequence of complying with the foregoing instructions.

Although time is of the essence in these instructions, they shall be effective until revoked by written demand and authorization satisfactory to you, or as defined in paragraph #10 of these General Provisions.

_____	_____	_____	_____
Initials	Initials	Initials	Initials

FINANCIAL TITLE COMPANY

180 Grand Avenue, Suite 850, Oakland, CA 94612

(510) 891-3070

SELLERS CLOSING STATEMENT

Estimated

Seller:City of Oakland, a Municipal Corporation

Escrow No:43104052-493 PL

Close Date:

Proration Date:

Date Prepared:

03/09/2006

Property:	Vacant land on Mandela Parkway Oakland, CA	Description	Debit	Credit
TOTAL CONSIDERATION:				
Total Consideration				415,000.00
PRORATIONS AND ADJUSTMENTS:				
Deposit paid OSE			22,000.00	
Sub Totals			22,000.00	415,000.00
Proceeds Due Seller			393,000.00	
Totals			\$415,000.00	\$415,000.00

OFFER TO PURCHASE AGREEMENT

1. On this date, the 18th of November 2005, the undersigned, Brian Collins, herein called "Purchaser", irrevocably offers to purchase from the City of Oakland (the "City"), under the terms and conditions stated herein, that certain real property (the "Property") located within the City of Oakland, County of Alameda, State of California, known as **Mandela Parkway at Peralta Street, Parcel Number 4, as identified on the attached Plat Map** being legally described on Exhibit "A" and depicted on map Exhibit "B", which are attached hereto and incorporated herein, for the purchase price of Four Hundred Fifteen Thousand (\$415,000.00) payable in lawful money of the United States of America.
 - A. An earnest money deposit, by cash, money order or cashier's check, in the amount of Twenty Two Thousand Dollars (\$22,000) is to be paid by the Purchaser upon the signing of this Purchase Agreement.
 - B. On September 29, 2005, by Resolution No. 79530 C.M.S., the City Council authorized the sale of the Property at auction with legislation to follow to approve the sale to Purchaser. The Purchaser's offer to purchase the Property may be accepted by the City at any time within thirty (30) days from the date hereof. This time limit may be extended at the sole discretion of the City if necessary.
 - C. The earnest money deposit is to be applied to the purchase price upon acceptance or will be refunded without interest in the event that the City declines to accept the Purchaser's offer.
 - D. The Purchaser and the City agree that in the event of Purchaser's breach of its obligation to buy the Property in accordance with this Agreement, the amount of the City's actual expenses would be difficult to ascertain and would be costly or inconvenient to prove. The parties agree that under the circumstances, retention of the Purchaser's earnest money deposit represents a reasonable sum to compensate the City considering all the circumstances existing on the date of this Agreement.

Initials BC

 - E. The balance of the purchase price shall be paid, in cash or cashier's check, to the City by the Purchaser within fourteen (14) days after the City accepts the Purchaser's offer. The City shall give the Purchaser notice of acceptance of his or her offer by returning a copy of this Agreement executed by the City Administrator along with the authorizing legislation. Purchaser agrees to pay all costs of recording, transfer taxes and title insurance if the Property is obtained by the Purchaser.
2. The conveyance shall be by a Quitclaim Deed which City will have recorded in the Alameda Recorder's Office within five (5) business days of receipt of the balance of the purchase price and the necessary Legislative approvals.

3. When the sale of the property is consummated, Purchaser desires to take title to the Property in the name(s) of:

Brian Collins and Mehrdad Dokhanchi

[Purchaser should consult with their attorney or title company as to the manner of taking title.]

4. The Purchaser further acknowledges and agrees to the following:

- A. Upon passage by City Council, Purchaser will receive a copy of Ordinance No. _____ C.M.S., legislation approving this sale and will read and fully understand the contents therein and will comply with all conditions of said Ordinance, a copy of which will be attached to this Agreement and made a part hereof.
- B. The Purchaser, or Purchaser's representative, has had an opportunity to inspect the Property, investigate City Zoning regulations, review the status of title to the property including, but not limited to existing and proposed restrictions, if any, and encumbrances on title, the availability of public utilities, rights of access to public or private roads, the City's disclaimers and restrictions as to the status, condition, and potential use and buildability of the property, and to inform himself or herself that the status of the Property and the restrictions with regard thereto are to his or her satisfaction.
- C. **The Property is being purchased in an "as is" condition and neither the City nor its representatives have made any promises or warranties of any kind or relating to the improvements on the Property or any other matters relating to the condition, usability or buildability of the Property. To the best of the City's knowledge, during the period of City's ownership of the Property, there have been no disposals, releases or threatened releases of hazardous substances or wastes on, from, or under the Property.**
- D. The Purchaser has received a copy of the legal description of the Property.
- E. The Planning Commission believes that the current zoning for the property is appropriate and will allow the property to develop in a manner compatible with the surrounding neighborhood.
- F. The Purchaser has received a copy of this Agreement and all the attachments thereto.
- G. This Agreement contains the entire agreement between the parties; any previous understandings of the parties regarding the subject matter hereof are expressly declared null and void and are superseded hereby.
- H. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.


I. No waiver or any breach of any covenant or provision herein contained shall be deemed a waiver of any other covenant or provision herein contained, and no waiver shall be valid unless in writing and executed by the waiving party. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

J. This Agreement shall be governed and construed in accordance with California law.

K. Time is of the essence of each and every condition herein, and of each term and provision herein.

WHEREFORE, the parties have executed this Agreement on the date first written above.

Date: 11-18-2005

Purchaser: 

Purchaser: _____

Address: 8117 SKYLINE BLVD.

Telephone: home: 510-339-3008

work: 510-459-7428

Accepted by the City of Oakland,
a municipal corporation

By: _____
City Administrator

Date: _____

Approved as to Form
and Legality:

City Attorney

OFFER TO PURCHASE AGREEMENT

1. On this date, the 18th of November 2005, the undersigned, BRIAN COLLINS, herein called "Purchaser", irrevocably offers to purchase from the City of Oakland (the "City"), under the terms and conditions stated herein, that certain real property (the "Property") located within the City of Oakland, County of Alameda, State of California, known as Mandela Parkway at Peralta Street, Parcel Number 4, as identified on the attached Plat Map being legally described on Exhibit "A" and depicted on map Exhibit "B", which are attached hereto and incorporated herein, for the purchase price of FOUR HUNDRED (\$ 445,000) payable in lawful money of the United States of America. FIFTEEN THOUSAND DOLLARS.

BC TWENTY TWO A. An earnest money deposit, by cash, money order or cashier's check, in the amount of ~~Sixteen~~ Twenty Two Thousand Dollars (\$22,000) is to be paid by the Purchaser upon the signing of this Purchase Agreement. (BC) (BT)

B. On September 29, 2005, by Resolution No. 79530 C.M.S., the City Council authorized the sale of the Property at auction with legislation to follow to approve the sale to Purchaser. The Purchaser's offer to purchase the Property may be accepted by the City at any time within thirty (30) days from the date hereof. This time limit may be extended at the sole discretion of the City if necessary.

C. The earnest money deposit is to be applied to the purchase price upon acceptance or will be refunded without interest in the event that the City declines to accept the Purchaser's offer.

D. The Purchaser and the City agree that in the event of Purchaser's breach of its obligation to buy the Property in accordance with this Agreement, the amount of the City's actual expenses would be difficult to ascertain and would be costly or inconvenient to prove. The parties agree that under the circumstances, retention of the Purchaser's earnest money deposit represents a reasonable sum to compensate the City considering all the circumstances existing on the date of this Agreement.

Initials BC

E. The balance of the purchase price shall be paid, in cash or cashier's check, to the City by the Purchaser within fourteen (14) days after the City accepts the Purchaser's offer. The City shall give the Purchaser notice of acceptance of his or her offer by returning a copy of this Agreement executed by the City Administrator along with the authorizing legislation. Purchaser agrees to pay all costs of recording, transfer taxes and title insurance if the Property is obtained by the Purchaser.

2. The conveyance shall be by a Quitclaim Deed which City will have recorded in the Alameda Recorder's Office within five (5) business days of receipt of the balance of the purchase price and the necessary Legislative approvals.

3. When the sale of the property is consummated, Purchaser desires to take title to the Property in the name(s) of:

BRIAN COLLINS AND ED HEMMAT
AND MEHRDAD DOKHTANCHI

[Purchaser should consult with their attorney or title company as to the manner of taking title.]

4. The Purchaser further acknowledges and agrees to the following:

- A. Upon passage by City Council, Purchaser will receive a copy of Ordinance No. _____ C.M.S., legislation approving this sale and will read and fully understand the contents therein and will comply with all conditions of said Ordinance, a copy of which will be attached to this Agreement and made a part hereof.
- B. The Purchaser, or Purchaser's representative, has had an opportunity to inspect the Property, investigate City Zoning regulations, review the status of title to the property including, but not limited to existing and proposed restrictions, if any, and encumbrances on title, the availability of public utilities, rights of access to public or private roads, the City's disclaimers and restrictions as to the status, condition, and potential use and buildability of the property, and to inform himself or herself that the status of the Property and the restrictions with regard thereto are to his or her satisfaction.
- C. **The Property is being purchased in an "as is" condition and neither the City nor its representatives have made any promises or warranties of any kind or relating to the improvements on the Property or any other matters relating to the condition, usability or buildability of the Property. To the best of the City's knowledge, during the period of City's ownership of the Property, there have been no disposals, releases or threatened releases of hazardous substances or wastes on, from, or under the Property.**
- D. The Purchaser has received a copy of the legal description of the Property.
- E. The Planning Commission believes that the current zoning for the property is appropriate and will allow the property to develop in a manner compatible with the surrounding neighborhood.
- F. The Purchaser has received a copy of this Agreement and all the attachments thereto.
- G. This Agreement contains the entire agreement between the parties; any previous understandings of the parties regarding the subject matter hereof are expressly declared null and void and are superseded hereby.

H. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

I. No waiver or any breach of any covenant or provision herein contained shall be deemed a waiver of any other covenant or provision herein contained, and no waiver shall be valid unless in writing and executed by the waiving party. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

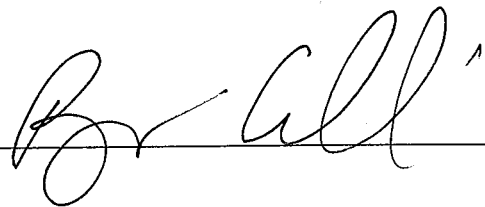
J. This Agreement shall be governed and construed in accordance with California law.

K. Time is of the essence of each and every condition herein, and of each term and provision herein.

WHEREFORE, the parties have executed this Agreement on the date first written above.

Date: 11/18/2005

Purchaser: _____



Purchaser: _____

Address: _____

8117 SKYLINE BLVD.
OAKLAND, CA 94611

Telephone: _____

home: 510-339-3008

work: 510-459-7428

Accepted by the City of Oakland,
a municipal corporation

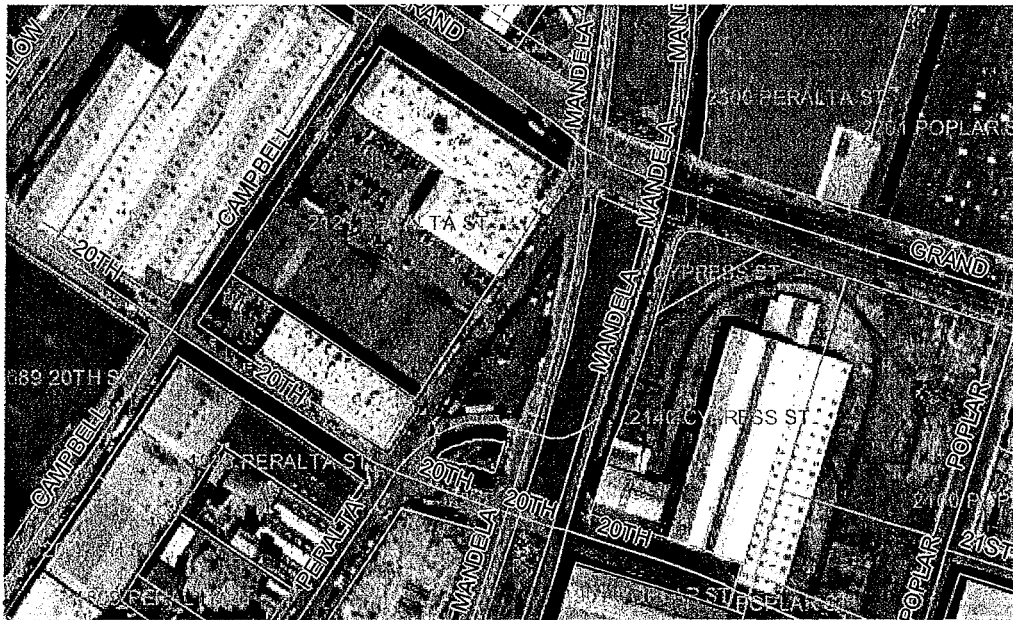
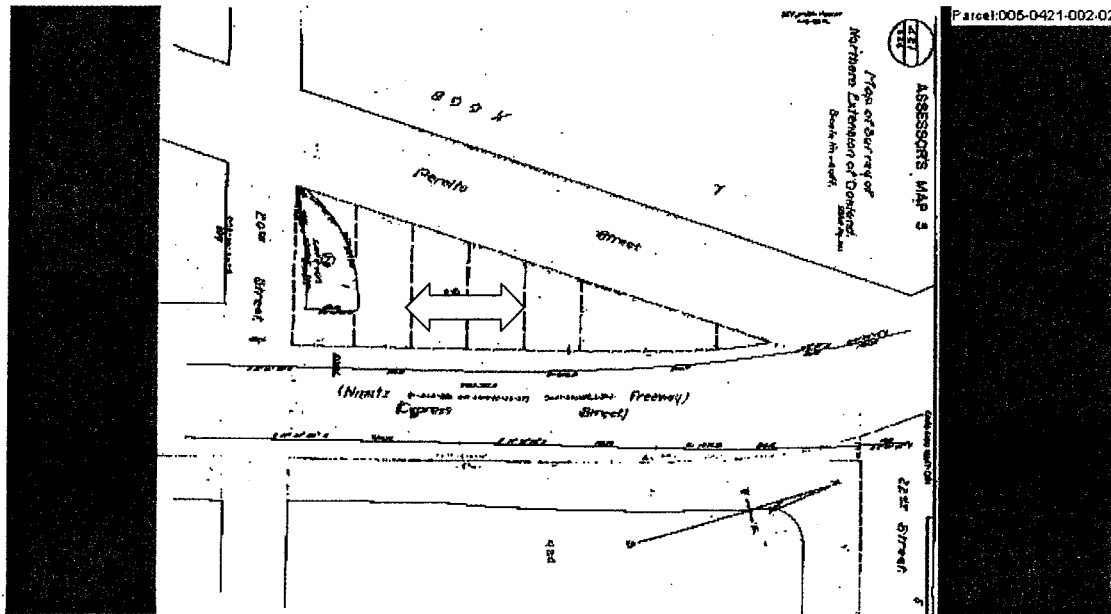
By: _____
City Administrator

Date: _____

Approved as to Form
and Legality:

City Attorney

POSSIBLE AUCTION PARCEL



005-0421-

- (1) Zoning is M-30/ S-4 (to be verified)
- General Plan is Business Mix
- Land Area to be determined
- including area of street vacation

Dear Brian:

Congratulations on your successful bid to purchase the parcel at Mandela Parkway and Peralta Street, Oakland ("Property").

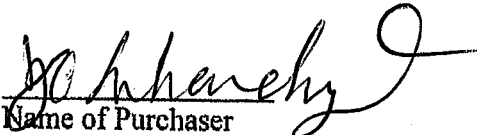
The City of Oakland request that you provide a written verification of your source of funds to cover the remaining balance of the purchase price and all closing or purchasing expenses to complete the transaction.

To verify your source of funds, or prequalification for a line of credit or a new loan to compete the purchase of this property, please provide the following information, sign and return this questionnaire to me or before December 21, 2005.

1. Name of Financial Institution: TECHNOLOGY CREDIT UNION
2. Address of Financial Institution: 2010 NORTH FIRST STREET, SAN JOSE, CA 95131
3. Account No.: 149 876-92
4. Account Balance: \$400,000
5. Name of officer to confirm account balance: REAL ESTATE SERVICES
6. Telephone number of officer to confirm account balance: 408 451-9111 Ext. 3782
7. Name of loan officer to confirm prequalification for a loan or a line of credit _____
8. Telephone number of loan officer to confirm prequalification _____

The undersigned Purchaser provides this information with the understanding that the City may rely on the accuracy of these statements in processing the purchase of the Property.

Purchaser:


Name of Purchaser

Date: 12/15/05

AGENDA ITEM TRANSMITTAL FORM

DATE: December 12, 2005

TO: CITY ADMINISTRATOR/AGENCY ADMINISTRATOR

ATTN: Shirley Walker, City Administrator Analyst

(Please Print or Type)

FROM: Agency/Dept./Div. CEDA Real Estate Contact Person. Frank Fanelli Ext. 6354


This item is: ☐ An Informational Report; No Action Requested ☒ A report and Recommendation for a
☐ Motion ☐ Resolution ☒ Ordinance

Title: An Ordinance authorizing the City Administrator to accept the Offer to Purchase Agreements to sell to Brian Collins and Mehrdad Dokhanchi (highest bidders) approximately 11,500 square feet of City owned surplus real property located at Mandela Parkway (APN# 005-0421-00) for the fair market value of \$415,000; Julia B. Kim (highest bidder) approximately 6,800 square feet of City owned surplus real property located at 632 14th Street (APN# 003-0071-024) for the fair market value of \$1,150,000; Kevin Bao Phan (highest bidder) approximately 11,390 square feet of City owned surplus real property located at 862/850 98th Avenue (APN# 045-5230-001-01 & 045-5230-003-03) for the fair market value of \$630,000; and Julia B. Kim (highest bidder) approximately 5,932 square feet of City owned surplus real property located at 569 High Street/Howard Street (APN# 033-2250-001-04) for the fair market value of \$500,000.

1. This item is to be placed on the agenda(s) of January 10, 2006 for
(Date)

- ☐ 1. ORA/City Council Regular Agenda
☐ 2. Consent Calendar
☒ 3. ORA/City Council Committee (Specify) Finance and Management
☐ 4. Other

2. A check indicates that the staff report and support items attached to this form have been reviewed and approved by the City Attorney, the Budget Manager and reviewed by the City Auditor (for expenditures of \$250,000 or more), as shown by their signatures below (indicate N/A if not applicable):

CITY ATTORNEY: 

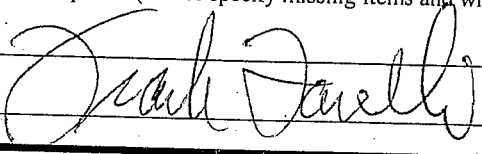
BUDGET OFFICE: 

CITY AUDITOR: _____

- ☐ 1. Cover Letter w/report (Orig. & 2 copies) ☐ 3. Resolution, orig. + 2 copies ☐ 5. Agreement/contract (3 copies)
☐ 2. Attachments (specify how many) ☐ 4. Ordinance, orig. + 2 copies & ☐ 6. Other
Notice & Digest (orig. + 2 copies)

☐ This agenda item is NOT complete. (Please specify missing items and when they will be submitted below)

AGENCY DIRECTOR/
DEPT. HEAD SIGNATURE:

 12/13/05

SPECIAL INSTRUCTIONS: (NOTE: The agenda will be sent to the printer by 3:00 P.M. each THURSDAY after Rules & Legislation Committee review)

(FOR CITY CLERK USE ONLY)

This item is for the agenda and should be placed under the following headings:

- ☐ 1. Presentations/Installations ☐ 5. Reports from Staff ☐ 9. Reports/Reqs from Members of Council
☐ 2. Public Hearings ☐ 6. Introduction of Ordinances ☐ 10. Reports from other Agencies
☐ 3. Written Communications ☐ 7. Resolutions ☐ 11. Final Passage of Ordinance
☐ 4. Reports from Commissions & Council Committees ☐ 8. Public Hearing w/ Legislation ☐ 12. Other

Final Disposition of Item: _____

DATE: _____

CITY OF OAKLAND

Agenda Report

TO: Office of the City Administrator
ATTN: Deborah Edgerly, City Administrator
FROM: Community and Economic Development Agency
DATE: January 10, 2006

RE: An Ordinance authorizing the City Administrator to accept the Offer to Purchase Agreements to sell to Brian Collins and Mehrdad Dokhanchi (highest bidder) approximately 11,500 square feet of City owned surplus real property located at Mandela Parkway (APN# 005-0421-00) for the fair market value of \$415,000; Julia B. Kim (highest bidder) approximately 6,800 square feet of City owned surplus real property located at 632 14th Street (APN# 003-0071-024) for the fair market value of \$1,150,000; Kevin Bao Phan (highest bidder) approximately 11,390 square feet of City owned surplus real property located at 862/850 98th Avenue (APN# 045-5230-001-01 & 045-5230-003-03) for the fair market value of \$630,000; and Julia B. Kim (highest bidder) approximately 5,932 square feet of City owned surplus real property located at 569 High Street/Howard Street (APN# 033-2250-001-04) for the fair market value of \$500,000.

SUMMARY

The City Council approved the public auction of the City-owned surplus properties. Resolution 79530 C.M.S., dated October 18, 2005, authorized the City of Oakland (City) to conduct a public auction for the sale of eight (8) surplus properties (Attachment A) owned by the City. The official noticing of the public auction was advertised in the Oakland Tribune newspaper; the Montclarion, El Mensajero, Sing-Tao and the Korean Times; "For Sale" signs were posted on the properties and the Auction Notice was posted on the City's web site. Four of the eight surplus properties where sold at the auction. Approval of the City Council is requested to sell the four City-owned surplus properties sold at the public auction conducted on November 18, 2005 to the highest bidder(s).

The sale, if accepted by the City Council, will be awarded to the highest bidder(s) meeting the conditions specified in the Auction Notice and the Offer to Purchase Agreement. The City reserves the right to reject any and all offers, and waive any informality or irregularity in any offer, or to accept any offer deemed in the best interest of the City.

Staff recommends adoption of this Ordinance authorizing the City Administrator to sell the four City-owned surplus properties sold at the Public Auction to the following high bidders: (1) Brian Collins and Mehrdad Dokhanchi (Mandela Parkway parcel); (2) Julia B. Kim (14th Street

Item #: _____
Finance and Management Committee
January 10, 2006

parcel); (3) Kevin Bao Phan (98th Avenue parcel); and (4) Julia B. Kim (High and Howard Street parcel).

Adoption of this Ordinance satisfies Mayor and City Council Goals by providing opportunities to facilitate new development and by reducing blight and nuisance.

FISCAL IMPACT

In the Fiscal Year 2005-07 City Budget, the Real Estate Division was tasked with generating one time General Purpose fund revenue in the amount of \$2.56 million dollars through its' Asset Management Program. The Real Estate Division identified eight surplus land parcels and prepared them for the public auction.

Bids were received on four (4) of the eight (8) properties auctioned. The total dollar amount of the high bids for the four properties is \$2,695,000. The successful bidders (buyers) are responsible for and are required to pay all closing costs including, but not limited to, recording fees, property transfer and sales tax and title insurance.

City Council passed Resolution 79082 C.M.S. in March 2005 authorizing the City to acquire Parcel 3 (862 – 850 98th Avenue) for \$326,820 through eminent domain actions against the property owner, Thrifty Oil. The City Attorney's office provided \$131,820 of that acquisition price from their litigation fund to complete the purchase at that time. The highest bid for Parcel 3 (862 – 850 98th Avenue) at the auction on November 18, 2005 was \$630,000. Upon approval of this Ordinance, proceeds from the sale of this property will be reduced by \$131,820 to reimburse the City Attorney's Self Insurance Liability (# 1100), Liability Claims Unit Organization (# 90321), Acquisition of Real Property (account # 57120), for a net profit to the City of \$498,180.

The Real Estate Services Division requests reimbursement of all administrative costs associated with the sale of the properties in the amount of \$25,675. Funds will reimburse the General Purpose Fund (#1010), Real Estate Organization (# 88639), Miscellaneous Contract Services (Account #54919); Surplus Property Disposition Project (P47010); Real Estate Services Program (PS32).

City Owned Surplus Properties	Highest Amount Bid	Reimbursable Costs		Totals
		City Attorney's Litigation Fund	Real Estate Administrative Costs	
Mandela Parkway	\$ 415,000			\$ 415,000
14 th Street	1,150,000			1,150,000
98 th Avenue	630,000	\$131,820		498,180
High and Howard Street	500,000			500,000
Total Auction Bid amounts	\$ 2,695,000			\$ 2,563,180
Less Real Estate Services Administrative Costs			\$ 25,675	(25,675)
		Net Proceeds to General Fund		\$ 2,537,505

Item #: _____

Finance and Management Committee
January 10, 2006

The net sale proceeds of \$2,537,505 will be placed in the General Purpose Fund (#1010), Real Estate Organization (# 88639), Sale of Land Account (#48111), Surplus Property Disposition Project (#P47010), Real Estate Program (#PS32). The sale proceeds will be applied toward the Fiscal Year 2005-07 budget requirement.

In addition, the City will receive its share of future property taxes once the properties are returned to the property tax rolls and will save the ongoing maintenance costs associated with these properties. The purchasers are responsible for all escrow and closing costs and liability exposure.

BACKGROUND

Real Estate Services is continuing its efforts to generate additional revenue and reduce the City of Oakland's maintenance and liability expenses through the proactive identification and disposal of surplus property. The City plans to hold additional auctions until it disposes of all excess surplus property.

Real Estate Services conducted a Public Auction and received oral bids on four of the eight properties on November 18, 2005, in City Hall, Hearing Room 3 at 3:00 P.M. The successful bidders for each property, upon making the highest bid, delivered to the City cash, a cashier's check, or money order for a nonrefundable earnest money deposit in an amount representing at least ten percent (10%) of the minimum bid price for each property. Any successful bidder's failure or refusal to complete the purchase of any properties will result in forfeiture of the respective deposit to the City. The successful bidder will be required to complete the transaction within 14 days after the City Council approves the sale.

The Real Estate Services Division will try to sell the four properties that were not sold at the auction to interested parties via a negotiated sale. If Real Estate Services is successful, we will then come back to the City Council for authority to sell them.

KEY ISSUES AND IMPACTS

These properties are presently a burden on the City because of maintenance and liability concerns and were sold "as is". Selling these properties will maximize the City's economic and non-economic returns by returning the property to the property tax rolls, eliminating ongoing maintenance costs, reducing future litigation exposure and generating additional property tax revenue to the City.

Item #: _____

Finance and Management Committee

January 10, 2006

The right, title and interest in each property shall be conveyed by Quitclaim Deed and subject to all matters of public record. The City of Oakland does not assume any liability for possible encumbrances of any kind on these properties. No warranty is made by the City of Oakland relative to the ground locations, property lines or the accuracy of the public records and/or the assessor's parcel maps related to these properties.

SUSTAINABLE OPPORTUNITIES

Economic: The sale of these properties will take underutilized sites and produce increased revenue for the City from documentary transfer taxes, property taxes and development and permit fees when developed.

Environmental: Private ownership of the property will relieve the City of ongoing abatement issues for weed abatement and fire suppression. Some of the properties are in proximity to major public transportation nodes. Development of the properties will likely encourage use of public transit by project residents and possible retail customers, which will ease general pressure on the region's congested transportation infrastructure.

Social Equity: The sale of the properties will provide an opportunity for citizens to participate in owning real estate in the City of Oakland and assist in promoting real estate activity in the area, which is consistent with the environmental and recreational goals of the City.

DISABILITIES AND SENIOR CITIZEN ACCESS

Adoption of this Ordinance will have no direct impact on disabled and senior citizen access.

RECOMMENDATION AND RATIONALE

Staff recommends that the City Council approve the Ordinance authorizing the City Administrator to accept the Offer to Purchase Agreements and to sell the properties to the four highest bidders.

Item #: _____

Finance and Management Committee
January 10, 2006

ACTION REQUESTED OF THE CITY COUNCIL

Adoption of the Ordinance is required to authorize the City Administrator to accept the Offer to Purchase Agreements and to sell the properties to the four highest bidders: (1) Brian Collins and Mehrdad Dokhanchi (Mandela Parkway); (2) Julia B. Kim (14th Street); (3) Kevin Bao Phan (98th Avenue); and (4) Julia B. Kim (High and Howard Street). Staff also requests that the City Administrator be authorized to deposit the net sales proceeds of \$2,537,505 into the Surplus Property Disposition Project P47010 to meet their Fiscal Year 2005-07 budget requirement.

Respectfully submitted,

DANIEL VANDERPRIEM, Director
Redevelopment, Economic Development and Housing
Community and Economic Development Agency

Forwarded by:
Frank Fanelli, Manager
Real Estate Services

Prepared by:
William Wilkins, Supervising Real Estate Agent
Real Estate Services

APPROVED FOR FORWARDING TO THE
FINANCE AND MANAGEMENT COMMITTEE

Office of the City Administrator

Item #: _____
Finance and Management Committee
January 10, 2006



CITY ATTORNEY

OAKLAND CITY COUNCIL

ORDINANCE NO. _____ C. M. S.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ACCEPT THE OFFER TO PURCHASE AGREEMENTS TO SELL TO BRIAN COLLINS AND MEHRDAD DOKHANCHI (HIGHEST BIDDER) APPROXIMATELY 11,500 SQUARE FEET OF CITY OWNED SURPLUS REAL PROPERTY LOCATED AT MANDELA PARKWAY (APN# 005-0421-000) FOR THE FAIR MARKET VALUE OF \$415,000; JULIA B. KIM (HIGHEST BIDDER) APPROXIMATELY 6,800 SQUARE FEET OF CITY OWNED SURPLUS REAL PROPERTY LOCATED AT 632 14TH STREET (APN# 003-0071-024) FOR THE FAIR MARKET VALUE OF \$ 1,150,000; KEVIN BAO PHAN (HIGHEST BIDDER) APPROXIMATELY 11,390 SQUARE FEET OF CITY OWNED SURPLUS REAL PROPERTY LOCATED AT 862/850 98TH AVENUE (APN# 045-5230-001-01 AND 045-5230-003-03) FOR THE FAIR MARKET VALUE OF \$ 630,000; AND JULIA B. KIM (HIGHEST BIDDER) APPROXIMATELY 5,932 SQUARE FEET OF CITY OWNED SURPLUS REAL PROPERTY LOCATED AT 569 HIGH STREET/HOWARD STREET (APN# 033-2250-001-04) FOR THE FAIR MARKET VALUE OF \$500,000.

WHEREAS, the City of Oakland (City) currently owns eight surplus land parcels that the City Council recommended be sold by oral competitive bids at a public auction, pursuant to Ordinance 11602 C.M.S.; and

WHEREAS, the City Council adopted Resolution No. 79530 C.M.S., on October 18, 2005, authorizing the Real Estate Services Division to conduct a public auction and receive oral bids at 3:00 P. M. on Friday, November 18th, in Hearing Room 3 at City Hall; and

WHEREAS, the Official Notice of Public Auction of the eight properties was advertised in the City's official newspaper the Oakland Tribune; "For Sale" signs were posted on the properties, and the Official Notice of Sale was posted on the City's web site; and

WHEREAS, bids and non-refundable security deposits in the amount of \$115,600 were received for four (4) of the eight (8) surplus properties at the Public Auction; and

WHEREAS, each property is to be sold in "AS-IS" condition and the City makes no representations with respect to the land use or other permitting issues that may affect these properties or with respect to buyer's ability to develop or improve these properties; and

WHEREAS, the right, title and interest in these properties shall be conveyed by Quitclaim Deed and subject to all matters of public record; and

WHEREAS, any successful bidder's failure or refusal to complete the purchase of any property as required shall result in a forfeiture of the respective security deposit to the City; and

WHEREAS, the sale of each property authorized by the City Council shall be awarded to the highest bidder meeting the conditions specified in the Auction Notice and Purchase and Sales Agreement; and

WHEREAS, the City reserves the right to reject any and all offers and waive any informality or irregularity in any offer or to accept any offer deemed in the best interest of the City; and

WHEREAS, it can be said with certainty that there is no possibility that the conveyance of the Property by the City to the Purchaser may have a significant effect on the environment and therefore said conveyance is exempted from the requirements of the California Environmental Quality Act ("CEQA") by section 15061(b)(3) of the CEQA Guidelines (general rule); now, therefore

THE COUNCIL OF THE CITY OF OAKLAND DOES ORDAIN AS FOLLOWS:

SECTION 1: The City Council finds and determines that the herein-described real property is not needed for any public purpose and is surplus to the needs of the City.

SECTION 2: The City Administrator, or her designee, is authorized to accept the offers and execute the Offer to Purchase Agreements for the following City-owned surplus properties from 1) Brian Collins and Mehrdad Dokhanchi (highest bidder), approximately 11,500 square feet located at Mandela Parkway (APN# 005-0421-00) for the fair market value of \$415,000; 2) Julia B. Kim (highest bidder), approximately 6,800 square feet located at 632 14th Street (APN# 003-0071-024) for the fair market value of \$1,150,000; 3) Kevin Bao Phan (highest bidder), approximately 11,390 square feet located at 862/850 98th Avenue (APN# 045-5230-001-01 & 045-5230-003-03) for the fair market value of \$630,000; and 4) Julia B. Kim (highest bidder), approximately 5,932 square feet located at 569 High Street/Howard Street (APN# 033-2250-001-04) for the fair market value of \$500,000; and to execute on each Property a Quitclaim Deed conveying the Property.

SECTION 3: The net sale proceeds of \$2,563,180 will be placed in the General Purpose Fund (#1010), Real Estate Organization (# 88639), Sale of Land Account (# 48111), Surplus Property Disposition (# P47010), Real Estate Program (# PS32). The sale proceeds will be applied toward the Fiscal Year 2005-07 budget.

SECTION 4: The net sales proceeds of \$2,563,180 deposited in the Surplus Property Disposition Project (# P47010) shall be applied to meet Real Estate Services' Fiscal Year 2005-07 budget requirement.

SECTION 5: Real Estate Services Division's administrative costs associated with the sale of the properties in the amount of \$20,675 shall be reimbursed to the General Purpose Fund (#1010), Real Estate Organization (# 88639), Acquisition of Real Property (account #57120), Surplus Property Disposition (P47010), Real Estate Services Program (PS32).

SECTION 6: Net sales proceeds shall be reduced by \$131,820 to reimburse Self Insurance Liability (#1100), Liability Claims Unit Organization (# 90321), Acquisition of Real Property (Account # 57120) for the funds used to purchase 862-850 98th Avenue for costs associated with eminent domain action on the 98th Avenue street widening project.

SECTION 7: The City Administrator, or her designee, shall cause to be filed with the County of Alameda a Notice of Exemption for this action.

SECTION 8: The Manager, Real Estate Services, or his designee, is hereby authorized to take any and all actions necessary and execute documents, consistent with this ordinance, to complete the sale of the Property.

SECTION 9: The Offer to Purchase Agreement for the purchase of this property shall be approved as to form and legality by the City Attorney's Office and a copy shall be filed with the Office of the City Clerk.

SECTION 10: This Ordinance shall become effective immediately upon final adoption if it receives six or more affirmative votes; otherwise, it shall become effective upon the seventh day after final adoption.

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 2006
PASSED BY THE FOLLOWING VOTE:

AYES BROOKS, BRUNNER, CHANG, NADEL, REID, QUAN, KERNIGHAN, AND
 PRESIDENT DE LA FUENTE

NOES-

ABSENT-

ABSTENTION-

ATTEST: _____
LA TONDA SIMMONS
City Clerk and Clerk of the Council
of the City of Oakland, California

JP Lewis

NOTICE AND DIGEST

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ACCEPT THE OFFER TO PURCHASE AGREEMENTS TO SELL TO BRIAN COLLINS AND MEHRDAD DOKHANCHI (HIGHEST BIDDER) APPROXIMATELY 11,500 SQUARE FEET OF CITY OWNED SURPLUS REAL PROPERTY LOCATED AT MANDELA PARKWAY (APN# 005-0421-000) FOR THE FAIR MARKET VALUE OF \$415,000; JULIA B. KIM (HIGHEST BIDDER) APPROXIMATELY 6,800 SQUARE FEET OF CITY OWNED SURPLUS REAL PROPERTY LOCATED AT 632 14TH STREET (APN# 003-0071-024) FOR THE FAIR MARKET VALUE OF \$ 1,150,000; KEVIN BAO PHAN (HIGHEST BIDDER) APPROXIMATELY 11,390 SQUARE FEET OF CITY OWNED SURPLUS REAL PROPERTY LOCATED AT 862/850 98TH AVENUE (APN# 045-5230-001-01 & 045-5230-003-03) FOR THE FAIR MARKET VALUE OF \$ 630,000; AND JULIA B. KIM (HIGHEST BIDDER) APPROXIMATELY 5,932 SQUARE FEET OF CITY OWNED SURPLUS REAL PROPERTY LOCATED AT 569 HIGH STREET/HOWARD STREET (APN# 033-2250-001-04) FOR THE FAIR MARKET VALUE OF \$500,000.

An ordinance has been prepared authorizing the City Administrator to sell surplus City-owned property to the highest bidder for four city owned parcels.

The City-owned properties are no longer required for City use and have been sold in accordance with Government Code and City Ordinance 11602 C.M.S. There are no City subsidies involved in the sale of the surplus property.

RESULTS OF THE CITY OF OAKLAND SURPLUS PROPERTY AUCTION

HELD NOVEMBER 18, 2005

EXHIBIT A

The City of Oakland offered the following eight (8) parcels of real property for sale to the highest bidder at public auction.

#	ASSESSOR PARCEL NUMBER (APN)	ADDRESS	BUYER	DEPOSIT	HIGH BID
1	005-0421-00	Mandela Parkway/20 th Street	Brian Collins, Mehrddad Dokhanchi	\$ 22,000	\$ 415,000
2	003-0071-024	632 - 14 th Street	Julie B. Kim	\$ 67,000	\$ 1,150,000
3	045-5230-001-01 & 045-5230-003-03	862 - 850 98 th Avenue	Kevin Bao Phan	\$ 16,000	\$ 630,000
4	048H-7602-012	Grand View Drive	No Bidder	-0-	No Bids Received
5	048H-7602-013	Grand View Drive	No Bidder	-0-	No Bids Received
6	048H-7602-014	Grand View Drive	No Bidder	-0-	No Bids Received
7	048H-7602-015	Grand View Drive	No Bidder	-0-	No Bids Received
8	033-2250-001-04	569 High Street/Howard Street	Julia B. Kim	\$ 10,600	\$ 500,000

City of Oakland
Real Estate Services
Frank Ogawa Plaza, Suite 4314
Oakland, CA 94612
Office: (510) 238-3541, Fax: (510)-238-2240

**REAL PROPERTY EQUIVALENT EXCHANGE AGREEMENT
BETWEEN
THE CITY OF OAKLAND
AND
BRIAN COLLINS, HENRY WONG, HEMMAT AND DOKHANCHY
ASSOCIATES**

This Real Property Equivalent Exchange Agreement ("Agreement") is dated as of June 1, 2009, between the **City of Oakland**, a municipal corporation ("City"), and **Brian Collins, Henry Wong, Hemmat And Dokhanchy Associates**, ("Owners").

Recitals

This Agreement is made with respect to the following:

1. According to the Resolution No.81956 attached as Exhibit "R" effective May 5, 2009 and Ordinance No. 12930 attached as Exhibit "O". effective May 19, 2009, approved by Oakland City Council, the Owners and the City are to enter into a Real Property Equivalent Exchange Agreement at the earliest possible date to complete the exchange of the real properties described and as shown as Exhibit "A", "B", "C", and "C-detail A". A copy of the Ordinance No. 12930 and Resolution No. 81956 are attached hereto and made a part hereof as Exhibit "O" and "R". The City is the owner of the real property shown on the map attached as Exhibit "B". The Owners are the owner of the real property shown on the maps attached as Exhibit "A" and "B".
2. This agreement will relinquish the City's ownership of the 10,985 square feet of the Peralta right -of -way without compensation to the owners of the adjoining parcels in exchange for the City acquiring ownership without compensation of approximately 13,781 square feet of adjoining Mandela Parkway right -of -way.
3. To complete the exchange transaction and to satisfy the approved requirements of Ordinance No. 12930 and Resolution No. 81956 relating to the Real Property Exchange Agreement, the Owners and the City have entered into this Real Property Equivalent Exchange Agreement.
4. The City and the Owners wish to enter into an agreement subject to the terms and conditions set forth hereinafter.

Agreement

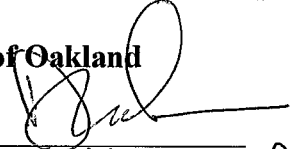
For and in consideration of the mutual promises and undertakings set forth in this Agreement, the parties agree as follows:

1. **Exchange of Real Properties.** The City shall convey Peralta right -of -way parcel, high lighted in Exhibit "C" Parcel in exchange of the Owners' conveyance of a portion of the triangular parcel described in Exhibit "A", and further shown in Exhibits "B", "C", and "C detail A". The City shall execute and deliver a Quit Claim Deed in recordable form that describes the Exhibit "C". In a concurrent and simultaneous exchange, the Owners shall execute and deliver a Quit Claim Deed in recordable form that describes the Exhibit "A" and Exhibit "C". Each party shall be responsible for the cost of recording its own deeds and the payment of any other fees relating to this transaction.

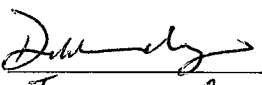

2. **City Vacation to Collins, et al.** In consideration, the City agrees to vacating a portion of the Peralta street right-of-way as indicated on Exhibit "C" between the intersections of west grand avenue and 20th street to Brian Collins, Henry Wong, Hemmat And Dokhanchy Associates.
3. **Owners Dedication to City.** In consideration, the Owners agree to dedicate to the City of Oakland, a portion of the triangular shaped parcel which is bounded by the intersections of Mandela Parkway, Peralta Street, 20th Street, and West Grand Ave., as further described in Exhibit "A", and further shown in Exhibits "B", "C", and "C detail A". Owners agree to dedicate property that is free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases and taxes.
4. **Events Occurring before the Exchange.** The City shall be responsible for all events occurring before the exchange on City owned lands. Similarly, the Owners shall be responsible for all events occurring before the exchange on Owners' lands.
5. **Events Occurring after the Exchange.** After the exchange, the City shall be solely responsible for all City owned property acquired from the Owners. Similarly, after the exchange, the Owners shall be solely responsible for property and the easements acquired from the City.
6. **Real Property Equivalent Exchange Agreement.** The terms and conditions of this Agreement represents all that is reflected by the passage of Resolution NO. 81956 and Ordinance NO.12930 by Oakland City Council and shall survive the recording of the deeds described in this Agreement. This Agreement shall not be amended except in writing signed by both parties.
7. **Time is of the Essence.** Time is of the essence with respect to each term and condition of this Agreement.

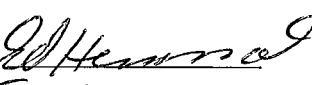
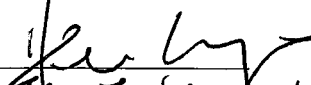
In Witness Whereof, the parties have executed this Agreement on the dates set forth below.

City of Oakland

By: 
 Its: CITY ADMINISTRATOR
 Date: 8/21/09

BRIAN COLLINS, HENRY WONG, HEMMAT AND DOKHANCHY ASSOCIATES

By: 	By: 	By: _____
Its: TENANT in common	Its: TENANT in common	Its: _____
Date: 7/6/09	Date: 7/13/09	Date: _____

By: 	By: 	By: _____
Its: TENANT in common	Its: TENANT in common	Its: _____
Date: 7/6/09	Date: 7/13/09	Date: _____

Approved as to Form and Legality

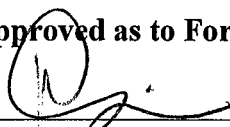

 City Attorney

Table of Exhibits

Exhibits	Description
R	Resolution No. 81956
O	Ordinance No. 12930
A	Owners' Property: A triangular shaped lot which is bounded by the intersections of Mandela Parkway, Peralta Street, 20th Street, and West Grand Avenue
B	Boundary survey is delineated on Parcel Map No. 9698
C	Boundary survey is delineated on Parcel Map No. 9698, attached hereto as <i>Exhibit B</i> , and the limits of said proposed vacation and proposed quit claim
C- Detail A	Proposed Vacation To Collins, et al and Proposed dedication to City of Oakland

FILED
OFFICE OF THE CITY CLERK
Introduced by
2009 MAY -7 PM 12:49
Councilmember

Exhibit "R"

Approved For Form And Legality


City Attorney

OAKLAND CITY COUNCIL

RESOLUTION No. 81956 C.M.S.

A RESOLUTION SUMMARILY VACATING A PORTION OF THE PERALTA STREET RIGHT-OF-WAY BETWEEN THE INTERSECTIONS OF WEST GRAND AVENUE AND 20th STREET TO BRIAN COLLINS AND HEMMAT AND DOKHANCHY ASSOCIATES

WHEREAS, Brian Collins and Hemmat and Dokhanchy Associates are the owners of the fee simple interest of a triangular shaped lot which is bounded by the intersections of Mandela Parkway, Peralta Street, 20th Street, and West Grand Avenue, and which is described in a Grant Deed, recorded March 14, 2006, series no. 2006-094365, by the Alameda County Clerk-Recorder, and which is more particularly described in *Exhibit A* attached hereto, and which is further identified by the Alameda County Assessor as parcel number 005-0421-003-00; and

WHEREAS, said owners have filed an application (PPE 08054) with the City of Oakland, as required by the California Streets and Highways Code, and paid all fees for administrative processing, as required by the City of Oakland Master Fee Schedule, requesting that the Council of the City of Oakland vacate an unimproved portion of the Peralta Street right-of-way adjoining said parcel, without valuable consideration to the City; and

WHEREAS, said owners have filed a companion application with the City Engineer requesting that the City accept a quit claim, without valuable consideration to said owners, of the underlying fee simple interest in a portion of the Mandela Parkway right-of-way adjoining said parcel; and

WHEREAS, said vacation and quit claim have been proposed by said owners as an exchange of lands between said owners and the City which are equivalent in fair market value and in current and future rights to the record title; and

WHEREAS, the City Engineer has determined that said proposed quit claim of said portion of the Mandela Parkway right-of-way will not expand nor diminish the useful and usable surface area of said parcel for said owners and their representatives, heirs, successors, and assigns; and

WHEREAS, the City Engineer has further determined that said proposed vacation of the Peralta Street right-of-way will continue the exclusive occupancy of said land area by said owners, which has been the practice for many years of prior owners; and

WHEREAS, the City of Oakland previously acquired said property rights to said portion of the Peralta Street rights-of-way from a relinquishment by the California Department of Transportation of remnant portions of real properties, the air rights of which were previously occupied by the demolished section of Interstate Highway 880 (Nimitz Freeway) damaged by the Loma Prieta

earthquake in 1989, which are described in a deed, recorded November 2, 1961, reel 444, image 880, by the Alameda County Recorder; and

WHEREAS, said proposed vacation of Peralta Street would continue the exclusive use by the owners of said parcel of the unimproved portion of public right-of-way, which has been enclosed by metal fencing for more than twenty (20) years; and

WHEREAS, pursuant to California Streets and Highways Code section 1805, the proposed remaining fifty-two (52) feet width of Peralta Street adjacent to said proposed vacated public right-of-way will exceed the minimum required width of forty (40) feet; and

WHEREAS, a recent and thorough research of record title documentation and a subsequent land survey by a qualified licensed surveyor re-establish the metes and bounds of said parcel, with permanent markers of said property corners and public right-of-way monuments installed in the field, and the metes and bounds of said Peralta Street right-of-way previously relinquished by Caltrans and said fenced and unimproved portion of Peralta Street; and

WHEREAS, said land survey further established that said proposed vacation of Peralta Street consists of approximately 10,985 square feet (orthogonal planer projection) of land area; and

WHEREAS, said land survey is delineated on Parcel Map No. 9698, attached hereto as *Exhibit B*, and the limits of said proposed vacation and proposed quit claim are delineated on *Exhibit C* attached hereto; and

WHEREAS, the City Engineer has further determined that said portion of Peralta Street proposed for vacation has been unimproved for pedestrian and public traffic and has been fully enclosed by an erected metal fence and has been wholly unmaintained by the City of Oakland for not less than five (5) years preceding the receipt of said petition for said vacation; and

WHEREAS, pursuant to California Streets and Highways Code section 8330 et seq., the City Engineer has further determined that the said portion of Peralta Street may be summarily vacated by Resolution of the Council of the City of Oakland, at the option of its elected members; and

WHEREAS, said vacation of Peralta Street will add said real property to the equalized roll of the general levy of property taxes and forever relieve the City of Oakland of the responsibility and potential liability for its maintenance; and

WHEREAS, pursuant to the California Streets and Highways Code, sections 8333, the legislative body of a local agency may summarily vacate public right-of-way when the right-of-way has not been used for the purpose for which it was dedicated for five (5) consecutive years immediately preceding the proposed vacation and there are no public utility facilities within the right-of-way proposed for vacation; and

WHEREAS, pursuant to California Streets and Highways Code Section 892, a vacation of public right-of-way may not limit public use of or impede public access for non-motorized transportation; and

WHEREAS, the City Engineer has determined that no subsurface, surface, or above surface publicly maintained utilities are located within the portion of Peralta Street proposed for vacation or the portion of Mandela Parkway proposed for acquisition; and

WHEREAS, pursuant to said sections of the California Streets and Highways Code, the City Engineer has further determined the following:

- the proposed vacation will not limit public use or impede public access for non-motorized transportation; and
- the proposed vacation will not increase traffic and pedestrian inconvenience nor decrease traffic and pedestrian safety; and
- the proposed vacation does not require a dedication of a public service easement for existing and future publicly maintained utilities; and that
- the proposed vacation does not require a dedication of a public service easement for access by emergency vehicles and personnel; and
- the unimproved right-of-way proposed for vacation has been impassable for vehicular and pedestrian traffic for more than five (5) of the preceding years, and no public money has been expended for maintenance during this period of time; and, therefore,
- said portion of the Peralta Street right-of-way may be vacated summarily by Resolution of the Council of the City of Oakland; and

WHEREAS, pursuant to California Government Code Section 65402, the Secretary of the Planning Commission of the City of Oakland has determined the proposed vacation conforms with the adopted General Plan of the City of Oakland; and

WHEREAS, the requirements of the California Environmental Quality Act (CEQA), the Guidelines as prescribed by the Secretary of Resources, and the provisions of the Statement of Objectives, Criteria and Procedures for Implementation of the California Environmental Quality Act: City of Oakland, have been satisfied, and that in accordance with CEQA Guidelines Section 15301 (existing facilities) this project is categorically exempted; now, therefore, be it

RESOLVED: That the Council of the City of Oakland hereby finds that said portion of the Peralta Street right-of-way proposed for vacation is surplus to the needs of the City of Oakland and not required for any current or future public purpose; and be it

FURTHER RESOLVED: That the summary vacation, without valuable consideration to the City of Oakland, of said portion of the Peralta Street right-of-way, as described and delineated in the attached *Exhibits B and C*, is hereby ordered; and be it

FURTHER RESOLVED: That said vacation is hereby conditioned on the acquisition by the City of Oakland, without valuable consideration, from the owners of parcel no. 005-0421-003-00 of said portion of the Mandela Parkway right-of-way, through an instrument acceptable to the City Attorney of the City of Oakland; and be it

FURTHER RESOLVED: That said vacation is hereby further conditioned by the following special requirements:

1. the Permittee, by the acceptance of this vacation, promises to defend, hold harmless, and indemnify the City of Oakland and its officials, officers, employees, agents, representatives, and volunteers from any and all claim, demand, lawsuit and judgment for damages of any kind and nature whatsoever arising out of or caused by the said vacation of the public right-of-way of Peralta Street and that the hereinabove condition shall be binding upon said owners and their beneficiaries, heirs, assigns, and successors in interest and also on the successive owners of said vacated right-of-way; and
2. the Permittee acknowledges that the City of Oakland makes no representations or warranties as to the conditions beneath the public right-of-way area; and that by accepting this vacation, the Permittee agrees that it will use the area in the future at its own risk; and
3. the Permittee acknowledges that the City of Oakland is unaware of the existence of any hazardous substances beneath the public right-of-way area and hereby waives and fully releases and forever discharges the City of Oakland and its officers, directors, employees, agents, and volunteers from any and all claims, demands, liabilities, damages, actions, causes of action, penalties, fines, liens, judgments, costs, or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise out of or in any way connected with the physical condition, or required remediation of the public right-of-way area or any law or regulation applicable thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), the Clean Water Act (33 U.S.C. Section 466 et seq.), the Safe Drinking Water Act (14 U.S.C. Sections 1401-1450), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.), the Toxic Substance Control Act (15 U.S.C. Sections 2601-2629), the California Hazardous Waste Control Law (California Health and Safety Code Sections 25100 et seq.), the Porter-Cologne Water Quality Control Act (California Health and Safety Code Section 13000 et seq.), the Hazardous Substance Account Act (California Health and Safety Code Section 25300 et seq.), and the Safe Drinking Water and Toxic Enforcement Act (California Health and Safety Code Section 25249.5 et seq.); and
4. the Permittee further acknowledges that it understands and agrees that it hereby expressly waives all rights and benefits which it now has or in the future may have, under and by virtue of the terms of California Civil Code Section 1542, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR; and
5. the Permittee recognizes that by waiving the provisions of Civil Code Section 1542, it will not be able to make any claims for damages that may exist, and to which, if known, would materially affect its decision to accept this vacation, regardless of whether Permittee's lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause; and be it

FURTHER RESOLVED: That, pursuant to California Streets and Highways Code Section 8336, said vacation shall not be complete unless and until this Resolution has been filed with and recorded by the Alameda County Recorder within three-hundred and sixty-five (365) consecutive days following approval of this Resolution by the Council of the City of Oakland; and be it

FURTHER RESOLVED: That the conditions of this Resolution shall equally bind the representatives of the owner and its heirs, successors, assigns, beneficiaries, and successors in interest.

IN COUNCIL, OAKLAND, CALIFORNIA, MAY 5 2009, 2009

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, DE LA FUENTE, KAPLAN, KERNIGHAN, NADEL, QUAN, ~~ROSS~~,
AND PRESIDENT BRUNNER - 7

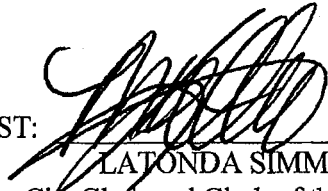
NOES - 0

ABSENT - 0

ABSTENTION - 0

Excused - Reid - 1

ATTEST:



LATONDA SIMMONS

City Clerk and Clerk of the Council
of the City of Oakland, California

FILED
OFFICE OF THE CITY CLERK
Introduced By
2009 MAY -7 PM 12:50
Councilmember

Exhibit "O"

Approved For Form And Legality


City Attorney

OAKLAND CITY COUNCIL

ORDINANCE No. 12930 - C.M.S.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR WITHOUT RETURNING TO COUNCIL TO ACQUIRE THE UNDERLYING FEE SIMPLE INTEREST OF A PORTION OF THE MANDELA PARKWAY RIGHT-OF-WAY BY AN EQUIVALENT EXCHANGE WITHOUT COMPENSATION OF A PORTION OF THE PERALTA STREET RIGHT-OF-WAY NEAR THE INTERSECTIONS OF WEST GRAND AVENUE AND 20th STREET BETWEEN THE CITY AND BRIAN COLLINS AND HEMMAT AND DOKHANCHY ASSOCIATES AND TO EXECUTE AN EQUIVALENT EXCHANGE AGREEMENT

WHEREAS, Brian Collins and Hemmat and Dokhanchy Associates are the owners of the fee simple interest of a triangular shaped lot which is bounded by the intersections of Mandela Parkway, Peralta Street, 20th Street, and West Grand Avenue, and which is described in a Grant Deed, recorded March 14, 2006, series no. 2006-094365, by the Alameda County Clerk-Recorder, and which is more particularly described in *Exhibit A* attached hereto, and which is further identified by the Alameda County Assessor as parcel number 005-0421-003-00; and

WHEREAS, said owners have filed an application (PPE 08054) with the City Engineer of the City of Oakland, as required by the California Streets and Highways Code, and paid all fees for administrative processing, as required by the City of Oakland Master Fee Schedule, requesting that the Council of the City of Oakland vacate an unimproved portion of the Peralta Street right-of-way adjoining said parcel, without valuable consideration to the City; and

WHEREAS, said owners have filed a companion application with the City Engineer requesting that the City accept a quit claim, without valuable consideration to said owners, of the underlying fee simple interest in a portion of the Mandela Parkway right-of-way adjoining said parcel; and

WHEREAS, said vacation and quit claim have been proposed by said owners as an exchange of lands between said owners and the City which are equivalent in fair market value and in current and future rights to the record title; and

WHEREAS, the City Engineer has determined that said proposed quit claim of said portion of the Mandela Parkway right-of-way will not expand nor diminish the useful and usable surface area of said parcel for said owners and their representatives, heirs, successors, and assigns; and

WHEREAS, the City Engineer has further determined that said proposed vacation of the Peralta Street right-of-way will continue the exclusive occupancy of said land area by said owners, which has been the practice for many years of prior owners; and

WHEREAS, the City Engineer has determined that said proposed vacation and acquisition will not expand or diminish the surface areas of the roadways of Peralta Street and Mandela Parkway; and

WHEREAS, pursuant to Ordinance No. 12722 C.M.S, said owners acquired the underlying fee simple interest to said portion of the Mandela Parkway right-of-way from an auction for valuable consideration of surplus City property, as identified in a Grant Deed, recorded March 14, 2006, series no. 2006-094364, by the Alameda County Clerk-Recorder; and

WHEREAS, the City of Oakland previously acquired said property rights to said portions of the Mandela Parkway and Peralta Street rights-of-way from a relinquishment by the California Department of Transportation (Caltrans) of remnant portions of real properties, the air rights of which were previously occupied by the demolished section of Interstate Highway 880 (Nimitz Freeway) damage by the Loma Prieta earthquake in 1989, which are described in a deed, recorded November 2, 1961, reel 444, image 880, by the Alameda County Recorder; and

WHEREAS, said proposed vacation of Peralta Street would continue the exclusive use by the owners of said parcel of the unimproved portion of public right-of-way, which has been enclosed by metal fencing for more than twenty (20) years; and

WHEREAS, pursuant to California Streets and Highways Code section 1805, the proposed remaining fifty-two (52) feet width of Peralta Street adjacent to said proposed vacated public right-of-way will exceed the minimum required width of forty (40) feet; and

WHEREAS, a recent and thorough research of record title documentation and a subsequent land survey by a qualified and licensed land surveyor re-establish the metes and bounds of said parcel, with permanent markers of said property corners and public right-of-way monuments installed in the field, and the metes and bounds of said Mandela Parkway and Peralta Street properties previously relinquished by Caltrans and said fenced and unimproved portions of Peralta Street; and

WHEREAS, said land survey further established that said proposed vacation of Peralta Street consists of approximately 10,985 square feet (orthogonal planer projection) of land area and said proposed quit claim of Mandela Parkway right-of-way consists of approximately 13,781 square feet of land area (orthogonal planer projection); and

WHEREAS, said boundary survey is delineated on Parcel Map No. 9698, attached hereto as *Exhibit B*, and the limits of said proposed vacation and proposed quit claim are delineated on *Exhibit C* attached hereto; and

WHEREAS, the City Engineer has determined that no subsurface, surface, or above surface publicly maintained utilities are located within the portion of Peralta Street proposed for vacation or the portion of Mandela Parkway proposed for acquisition; and

WHEREAS, the City Engineer has further determined that said portion of Peralta Street proposed for vacation has been unimproved for pedestrian and public traffic and has been enclosed by an erected metal fence and has been wholly unmaintained by the City of Oakland for not less than five (5) years preceding the receipt of said application for said vacation; and

WHEREAS, pursuant to California Streets and Highways Code section 8330 et seq., the City Engineer has further determined that the said portion of Peralta Street may be summarily vacated by Resolution of the Council of the City of Oakland, at the option of its elected members; and

WHEREAS, said vacation of Peralta Street will add said real property to the equalized roll of the general levy of property taxes and forever relieve the City of Oakland of the responsibility and potential liability for its maintenance; and

WHEREAS, acquisition of the underlying fee simple interests in said portion of the Mandela Parkway right-of-way will be without valuable consideration to said owners and will not increase the City of Oakland's costs of or liability for maintaining the existing street improvements; and

WHEREAS, pursuant to section 15061(b)(3) of the Guidelines prescribed by the California Secretary of Resources for the requirements of the California Environmental Quality Act of 1970 (CEQA) and to the provisions of the Environmental Review Regulations of the City of Oakland, said vacation and said acquisition are categorically exempted; now, therefore,

THE COUNCIL OF THE CITY OF OAKLAND DOES ORDAIN AS FOLLOWS:

Section 1: That the Council of the City of Oakland hereby finds that said portion of the public right-of-way of Peralta Street proposed for vacation is surplus to the needs of the City of Oakland and not required for any current or future public purpose and may be vacated to said owners as set forth in the California Streets and Highways Code.

Section 2: That the Council of the City of Oakland hereby finds that said vacation to said owners of said portion of the Peralta Street right-of-way, without valuable consideration to the City of Oakland, and the acquisition by the City of Oakland of the underlying fee simple interest of said portion of the Mandela Parkway right-of-way, without valuable consideration to said owners, is in the best interest of the City of Oakland and is an equivalent exchange of real property in all purposes and fair market values and record title rights and interests.

Section 3: That said owners promise to defend, hold harmless, and indemnify the City of Oakland and its officials, officers, employees, agents, representatives, and volunteers from any and all claim, demand, lawsuit and judgment for damages of any kind and nature whatsoever arising out of or caused by the said vacation of the public right-of-way of Peralta Street and that the hereinabove condition shall be binding upon said owners and their beneficiaries, heirs, assigns, and successors in interest and also on the successive owners of said vacated right-of-way; and be it

Section 4: That the City Administrator, or his or her designee, is hereby authorized, without returning to Council, to acquire, without valuable consideration to the owners of parcel no. 005-0421-003-00, said portion of the Mandela Parkway right-of-way, through an instrument acceptable to the City Attorney of the City of Oakland.

Section 5: The Equivalent Exchange Agreement for this property swap shall be approved as to form and legality by the Office of the City Attorney and a copy shall be filed with the Office of the City Clerk .

Section 6: Should any article, section, subsection, sentence, clause, or phrase of this ordinance or exhibit be held to be invalid or unconstitutional, the offending portion shall be severed and shall not affect the validity of remaining portions which shall remain in full force and effect.

Section 7: This ordinance is enacted by the Council of the City of Oakland pursuant to the police powers accorded to the City by and through section 106 of the Charter of the City of Oakland and Article XI of the Constitution of the State of California.

Section 8: Upon final adoption or approval of a reconsideration by sufficient votes of the Council of the City of Oakland, this ordinance shall be effective on and after the day established in section 216 of the Charter of the City of Oakland.

IN COUNCIL, OAKLAND, CALIFORNIA, MAY 19 2009, 2009

PASSED BY THE FOLLOWING VOTE:

AYES - ~~BROOKS~~, DE LA FUENTE, KAPLAN, KERNIGHAN, NADEL, ~~QUAN, REID~~, AND
PRESIDENT BRUNER - 5

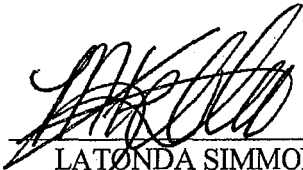
NOES - 0

ABSENT - 0

ABSTENTION - 0

Excused - Quan, Reid, Brooks - 3

ATTEST:


LATONDA SIMMONS
City Clerk and Clerk of the Council
of the City of Oakland, California

DATE OF ATTESTATION

5-21-09

EXHIBIT A

property boundary of parcel no. 005-0421-003-00, as described in a Grant Deed, recorded March 14, 2006, series no. 2006094365, by the Alameda County Clerk-Recorder

All those portions of lots 1, 2, 3, 4, 5, and 6 in Block 3, as said Lots and Block are shown on that certain Map entitled "Map Of Survey Of Northern Extension Of Oakland", filed November 6, 1867 in Book 5 of Maps, page 34, Alameda County records, described in the Grant Deed from Learner Investment Company to the State of California, recorded June 25, 1952, in Book 6762 of Official Records, page 503.

Excepting there from: *all that portion thereof described in the Director's Deed from the State of California to Joseph D. Ballinger, a single man, recorded May 3, 1957, in Book 8355 of Official Records, page 597.*

Also excepting there from: *all that portion thereof as describe in the Director's Easement Deed from the State of California to Pacific Pipe Company, a California corporation, recorded June 30, 1958, in Book 8710 of Official Records, page 43.*

EXHIBIT B

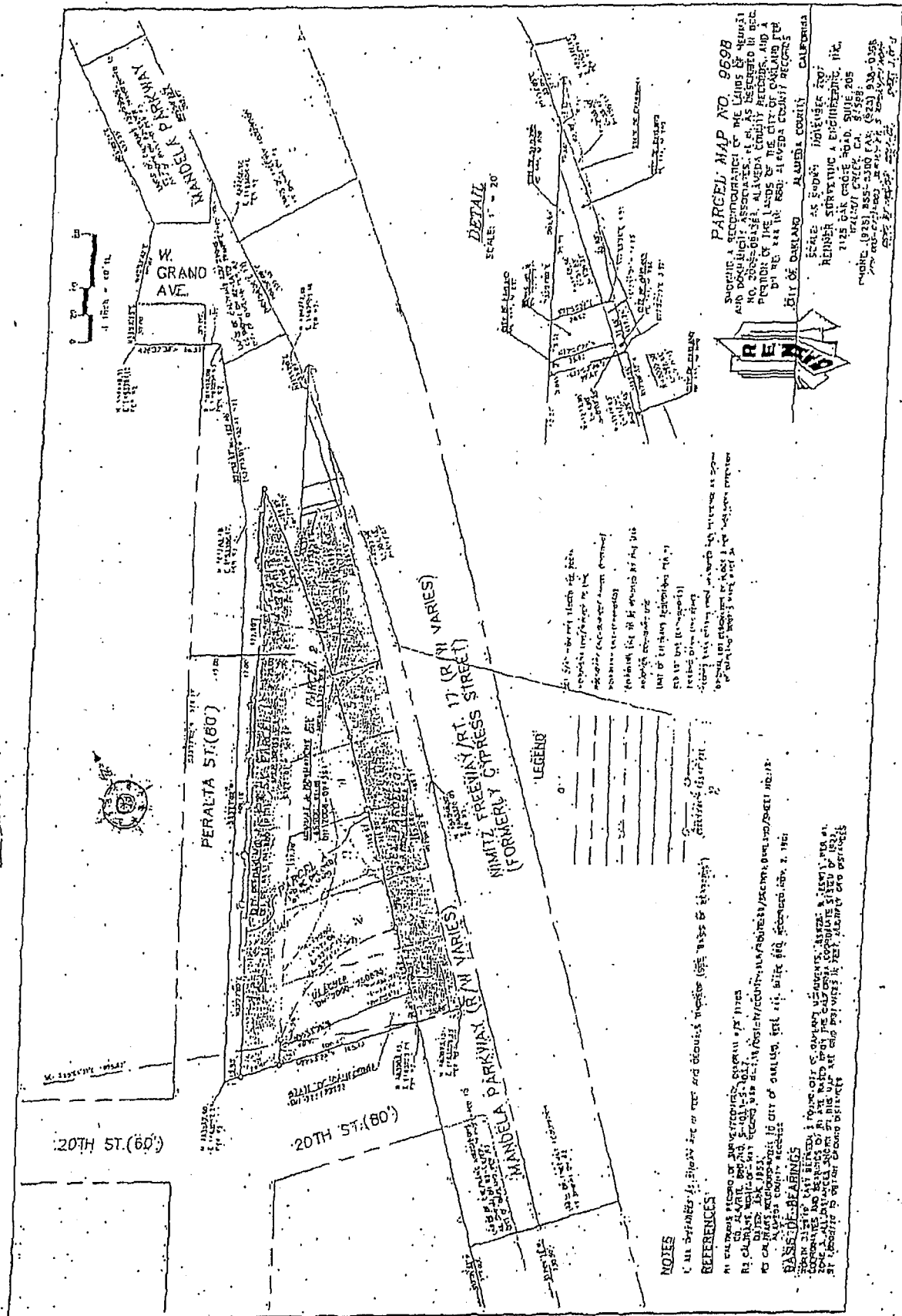


EXHIBIT C

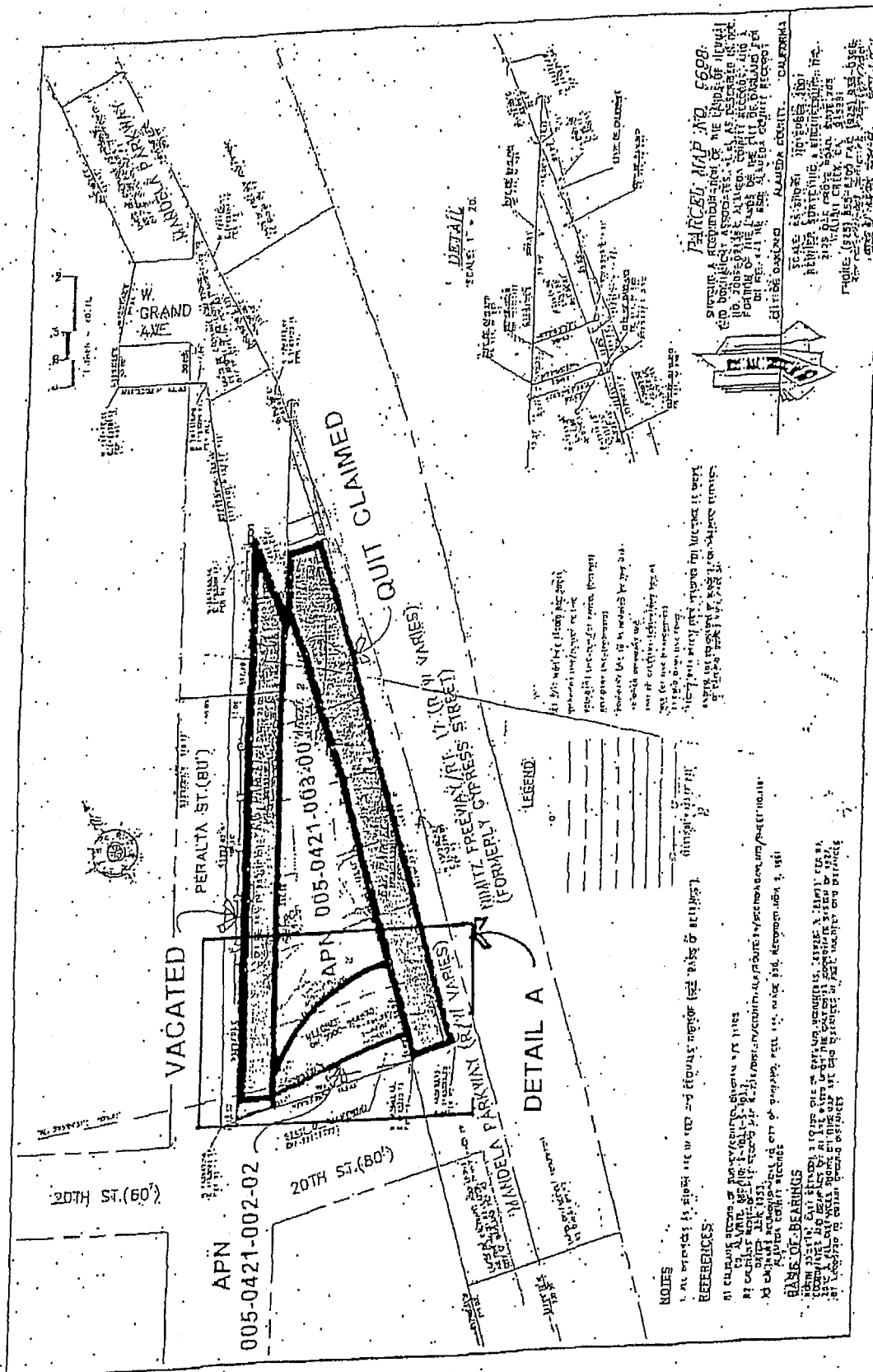
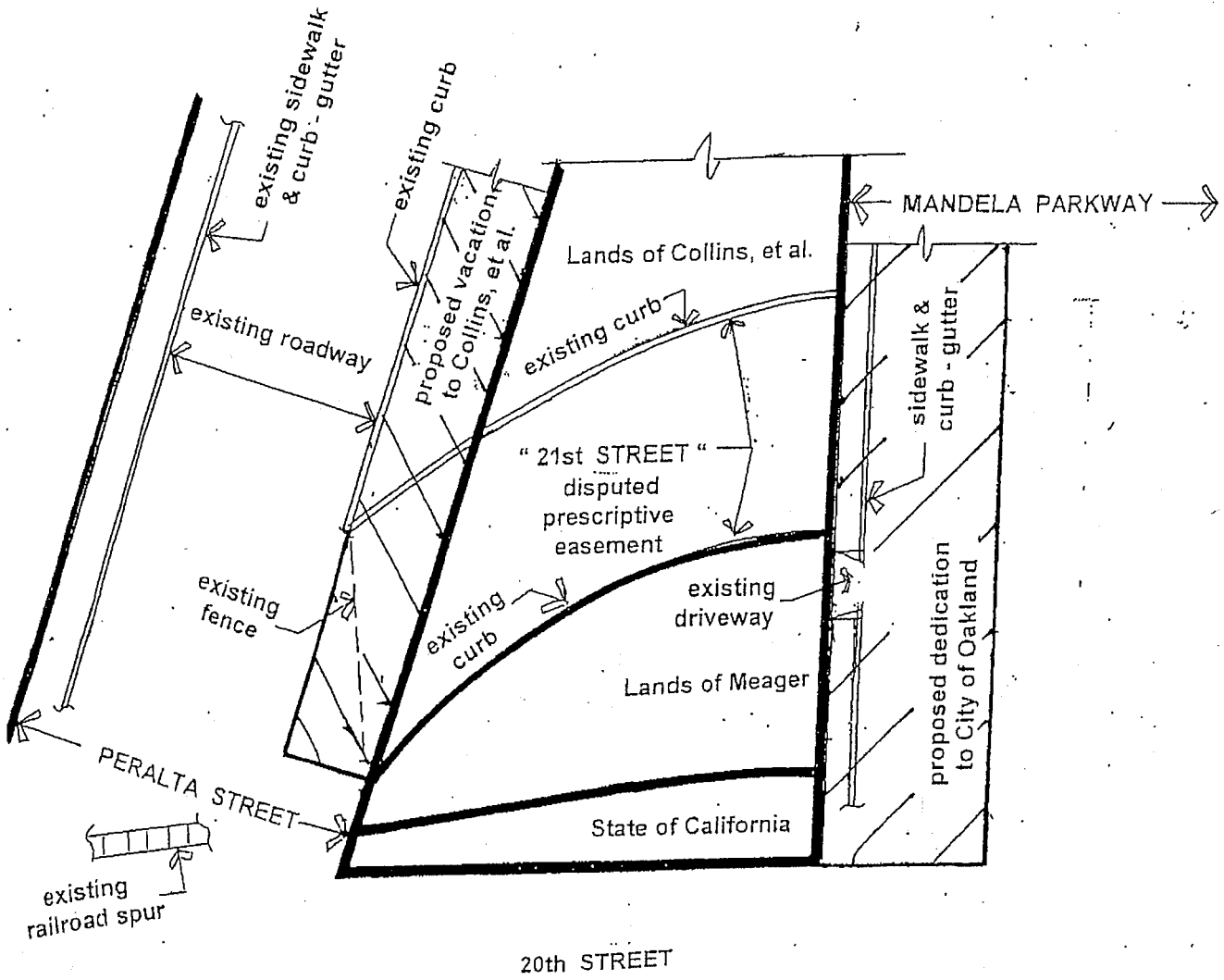
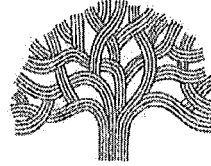


EXHIBIT C

Detail A.



CITY OF OAKLAND



250 FRANK H. OGAWA PLAZA OAKLAND, CALIFORNIA 94612-2033
Community and Economic Development Agency
Real Estate Services

March 21, 2012

Office (510) 238-3541
FAX (510) 238-2240
TDD (510) 839-6451

Clerk, Board of Supervisors
1221 Oak Street, Suite 536
Oakland, CA 94612
510-208-44949

Alameda County Assessor's Office
1221 Oak Street, Room 145
Oakland, CA 94612

Assessment Appeals Application Processing
P.O. Box 1499
Oakland, CA 94612
510-272-3854

RE: Parcels - APNs: 005-0421-004-00, 005-0421-003-00 – Mandela Parkway/20th Street

To Whom It May Concern:

In October of 2005, City of Oakland conducted a surplus public Property Auction and proceeded to sell the subject property at Mandela Parway/20th Street to (Hemmat & Dokhanchy Associates (a California general Partnership), Brian Collins (an individual) and Henry Wong (an individual) as tenants-in-common "the Buyers").

After obtaining City Council approval, In March 2006 the property was recorded in the name of the Buyers. However, shortly thereafter, the initial findings of a survey of the area that was sold to the Buyers disclosed that the City had erroneously sold them a significant portion of Mandela Parkway, which happens to be in the right of way and the portion(s) of property that were intended to be sold to the Buyers were not transferred in the sale. As a result, the property was erroneously recorded and the City retained title to the majority (approximately 15,000 Square feet or about 2/3) of the subject property which was in the right of way.

In order to correct what had taken place, the entire block that contained the subject property, neighboring streets, and abandoned streets required new legal descriptions and surveys. Additionally, special coordination was required by public works Agency, the State of California, the City Attorney and the City of Oakland Real Estate Department to transfer the correct area of the property.

It is important to point out a significant portion of the property that was intended to be transferred to the Buyers belonged to the State of CA before Loma Prieta Earth Quake. The nature of completing the survey was extremely complicated without (1) a previously existing legal description, (2) accurate parcel maps, or (3) clear chain of title. This process was finally completed in 2011 with the cooperation of all parties. However, currently, as of the date of this letter, the Buyers are still waiting for a response from the city to approve a final parcel map so that the Buyers may enjoy rights of ownership.

During this entire time frame, the "usable and developable" portion of the property was still controlled by the City and the Buyers were virtually prohibited from their ability to sell, utilize or develop the site as would have been normally permitted under the existing zoning. Furthermore, as the property was owned by the City during the timeframe, the Buyer's should not have been responsible for property taxes during the timeframe. During the process it was agreed that the Buyer's would retain title during the timeframe until such time the correction was made. The intention was to complete the corrective action in one step in order for all property rights to be transferred correctly. It was never intended that the Buyer's would be required to incur carrying costs associated with Property Taxes since they did not receive proper and exact property rights/area from the City of Oakland.

City is in full support of an abatement of the property taxes previously paid and that were accumulated up until the point that the final corrective deeds were recorded. We appreciate your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Hamid Ghaemmaghani', with a long horizontal line extending to the right.

Hamid Ghaemmaghani
Supervising Real Estate Agent

RECORDING REQUESTED BY:

Old Republic Title Company

Order #: 1117009848-JM

APN #:

WHEN RECORDED MAIL TO

City of Oakland
250 Frank Ogawa Plaza, Suite 4314
Oakland, CA 94612
Attn: Hamid



2011166917

06/09/2011 11:51 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 30.00



6 PGS

SPACE ABOVE THIS LINE FOR RECORDERS USE

Quitclaim Deed

The undersigned grantor(s) declare(s):

Documentary transfer tax is R&T 11911 This deed is recorded to correct the legal description on that certain Quitclaim Deed that recorded on 3/14/06 as 2006094364

() computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale.

() Unincorporated area: (X) City of Oakland

(X) Realty not sold.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Brian Collins, a married man; Henry Wong, an unmarried man, who acquired title as a married man; and Hemmat and Dokhanchy Associates, a general partnership

hereby REMISE(S), RELEASE(S) AND FOREVER QUITCLAIM(S) to
City of Oakland, a municipal corporation

that property in City of Oakland, Alameda County, State of California, described as:

See "Exhibit A" attached hereto and made a part hereof.

SEE ATTACHED CERTIFICATE OF ACCEPTANCE

Mail Tax Statements to Grantee at address above

Date May 04, 2011

MAIL TAX STATEMENTS AS DIRECTED ABOVE

State of California

County of Alameda

On 5/12/11 before me,
Julie Massey a Notary Public,
personally appeared
Brian Collins & Henry Wong

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

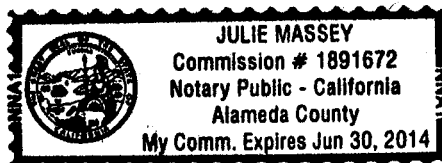
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Julie Massey

Name: Julie Massey
(typed or printed)

(Seal)



x Brian Collins

x Henry Wong

Hemmat and Dokhanchy Associates, a
general partnership

f By: [Signature]
Name: MEHRDAD DOKHANCHY
Title: GENERAL PARTNER

State of California

County of Alameda

On 16th day of May, 2011 before me, Julie Massey a Notary Public, personally appeared Mehrdad Dokhanchy, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

Name: Julie Massey
(typed or printed)

(Seal)

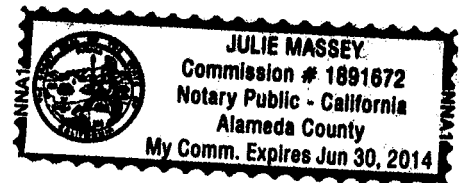
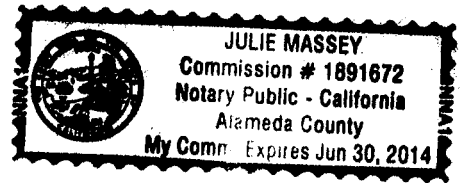


EXHIBIT "A"



Land Surveying Inc.

961 Mitchell Way,
El Sobrante, CA 94803

PH. (510) 223-5167
FAX (510) 223-0112

April 7, 2011
Job. No. 11-1753

LEGAL DESCRIPTION
PARCEL MAP 9698
PARCEL 2
"DEDICATION TO CITY OF OAKLAND"

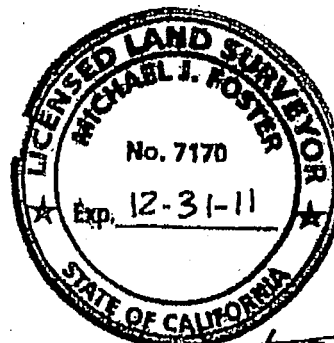
Real property in the City of Oakland, Alameda County, California.

Being a portion of Lots 1, 2, 3, 4, 5 and 6, in Block 3, as said lots are shown on that certain map entitled "Map of Survey of Northern Extension of Oakland..." filed on November 6, 1867 in Book 5 of Maps, at Page 34 in the Office of the County Recorder of Alameda County, described as follows:

Beginning at the Southeast corner of said Lot 1, said point being at the intersection of the Northern line of 20th. Street with the Western line of Mandela Parkway, formerly known as Ada Street as said lot and streets are shown on said map; thence along said Western line of Mandela Parkway, North $17^{\circ}16'32''$ East, 265.68 feet; thence continuing along said line, along the arc of a curve to the left with a Radius of 1949.65 feet, through a Central Angle of $3^{\circ}26'45''$, an arc distance of 117.25 feet; thence North $72^{\circ}53'28''$ West, 27.67 feet to the Eastern line of Peralta Street, as said Street is shown on said Map; thence along said Eastern line of Peralta Street, South $33^{\circ}27'02''$ West, 43.36 feet; thence along the arc of a non-tangent curve to the right from a Radial Bearing of South $78^{\circ}57'00''$ East, having a Radius of 1618.95 feet, through a Central Angle of $4^{\circ}26'13''$, an arc distance of 125.37 feet to a point on a line that lies parallel and 35.00 feet Westerly of said Western line of Mandela Parkway; thence along said parallel line South $17^{\circ}06'32''$ West, 216.20 feet to the Northern line of 20th. Street; thence along said Northern line, South $72^{\circ}53'07''$ East, 35.00 feet to the Point of Beginning.

END OF DOCUMENT

\\Mandela1753-Parcel2(4-7-11)



Michael J. Foster

20TH. STREET
(60' WIDE)

MON. NO. 85W28
MON. DISC & PNCH????
5' W AND 5' S OF CL
HELD FOR POSITION PER R1
N 484154.479 R1
E 1482685.418 R1

ALTA STREET
(80' WIDE)

S36°31'34"W

N33°33'13"E 1165.11'

D. MON
TH. PER R1
PNCH????
AND ON CL PERALTA
8 (482940.885 R1)
10 (1482417.344 R1)

SET CITY MONUMENT
"MON. A. PM 9698, L.S. 7170"
MON. DISC & PNCH
N 483911.827
E 1483082.2800 R2
N 483061.305

N57°09'22"W 447.40'

PERALTA STREET
(52' WIDE)

N33°27'02"E 401.18'

GRANT FROM CITY OF OAKLAND
AREA=10.353± SQ. FT.

N33°27'02"E 380.57' TOTAL

PARCEL 1
NEW AREA=24.096± SQ. FT.

MEAGHER ENTERPRISES
(89-338419)
S18°54'39"W(R)

STATE OF CALIFORNIA

20TH. STREET
(60' WIDE)

PARCEL 2

PARCEL 2
NEW AREA=265.68± SQ. FT.

MANDELA PARKWAY / ROUTE 17
NIMITZ FREEWAY
(FORMERLY CYPRESS STREET)
(R.O.W. VARIES)

CITY OF OAKLAND
STATE OF CALIFORNIA

N 81°25'17"W(R)
N 484286.4800 R2
E 1483306.1700 R2
N 1618.95
D=07°28'11" E
L=69.85
S76°20'13"E(R)
N33°27'02"E
27.67
N72°53'28"W
L=11.75
B=1949.55
D=03°26'45"
L=11.75
N72°53'28"E(R)
D=04°26'13"
L=125.57
N74°30'47"W(R)
S72°53'28"E(R)
R=1618.95
DEDICATION TO CITY OF OAKLAND
AREA=13.782± SQ. FT.
N 484048.8700 R2
E 1483326.0000 R2

CERTIFICATE OF ACCEPTANCE

The City of Oakland, a municipal corporation hereby accepts the Quit Claim Deed from Brian Collins, a married man; Henry Wong, an unmarried man, who acquired title as a married man; Hemmat and Dokhanchy Associates, a general Partnership for the fee simple interest of real property located in the City of Oakland, County of Alameda, State of California, more particularly described in the Exhibit "A" attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, pursuant to the authority granted by Ordinance No. 12930 C.M.S. May 19, 2009 from the City of Oakland, Grantee has executed this Certificate of Acceptance by its duly authorized officer this 11th day of May 2011.

GRANTEE:

THE CITY OF OAKLAND

Date: 5/11/11

By: 

P. Lamont Ewell
Interim City Administrator



2006094364

03/14/2006 08:30 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 14.00
COUNTY TAX: 488.50
CITY TAX: 6225.00



3 PGS

Escrow # 413104052-493-PL
RECORDING REQUESTED BY:
City of Oakland

WHEN RECORDED MAIL TO:
Brian Collins et al
24 York Drive
Piedmont, CA 94611

CITY
74
A03
3
22

MAIL TAX STATEMENTS TO:
SAME AS ABOVE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantors declare:
CITY TRANSFER TAX \$ 6,225.00
DOCUMENTARY TRANSFER TAX \$ 456.50
SURVEY MONUMENT FEE \$ -0-

005-0421-003

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, and benefit which is hereby acknowledged, the City of Oakland, a municipal corporation, does hereby REMISE, RELEASE, and QUITCLAIM to Brian Collins, a married man, as his sole and separate property a one sixth (1/6) interest; to Henry Wong, a married man, as his sole and separate property a one sixth (1/6) interest, and to Hemmat and Dokhanchy Associates, a general partnership, a two third (2/3) interest, as tenants in common, all right, title and interest it may have in that real property in the City of Oakland, County of Alameda, State of California, described in Exhibit "A" attached hereto.

Date: BLA 3-9-06
OK

City of Oakland

City Administrator

Approved as to form and legality

Deputy City Attorney

Niccolo De Luca

PARCEL FOUR:

All those portions of Lots 1, 2, 3, 4, 5 and 6 in Block 3, as said Lots and Block are shown on that certain Map entitled "MAP OF SURVEY OF NORTHERN EXTENSION OF OAKLAND" filed November 6, 1867 in Book 5 of Maps, Page 34, Alameda County Records, described in the Grant Deed from LEARNER INVESTMENT COMPANY to the STATE OF CALIFORNIA recorded June 25, 1952 in Book 6762 of Official Records, Page 503.

EXCEPTING THEREFROM: All that portion thereof described in the Director's Deed from the STATE OF CALIFORNIA to JOSEPH D. BALLINGER, a single man, recorded May 3, 1957 in Book 8355 of Official Records, Page 597.

ALSO EXCEPTING THEREFROM: All that portion thereof as described in the DIRECTOR'S EASEMENT DEED from the STATE OF CALIFORNIA to PACIFIC PIPE COMPANY, a California corporation recorded June 30, 1958 in Book 8710 of Official Records, Page 43.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

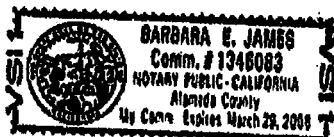
State of California

County of ALAMEDA } ss.

On MARCH 9, 2006, before me, BARBARA E. JAMES *Notary Public*
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared NICCOLO De LUCA
Name(s) of Signer(s)

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Barbara E. James
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: REC. QUIT CLAIM DEED

Document Date: 3/9/06 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: CITY OF OAKLAND

