

File No.:	157
Name (Previous Owner):	Grace A. Moore
Assessor's Parcel No.:	
Address of Property:	Water Pollution Control Plant
Year:	1938

State of California }
County of Alameda } ss.



On this 1st day of September in the year One Thousand
Nine Hundred and 38 before me, J. J. Krasinski
a Notary Public in and for the County of Alameda, State of California, residing therein,
duly commissioned and sworn, personally appeared
Grace Helen Moore

known to me to be the person described in and whose name is subscribed to the
within instrument,

and She acknowledged to me that She executed the same

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, the day
and year in this certificate first above written.

J. J. Krasinski

Notary Public
In and for said County of Alameda, State of California

GENERAL ACKNOWLEDGMENT
Hardy's Blank No. 411
Hardy's Bookstore Oakland California

This Indenture, Made this 31st day of August A. D. 1938.

Between GRACE ARFSTEN MOORE, a single woman,
the party of the first part, and

THE CITY OF SAN LEANDRO, a municipal corporation,
the party of the second part,

Witnesseth: That the said party of the first part, for and in consideration of the sum of Ten (10) Dollars, lawful money of the United States of America, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors heirs and assigns forever, all that certain lot piece or parcel of land situate, lying and being in the Township of Eden County of Alameda State of California and bounded and particularly described as follows, to wit:

To find the point of beginning, begin at the point of intersection of the Southwestern line of County Road #1434 commonly known as "Bay Farm Island and San Leandro Road", as now exists, with the Southern boundary line of that certain 42.35 acre tract of land conveyed by Peter Lekos, a single man, to J. E. Faustina by deed dated the 4th day of March, 1925 and recorded in Book 902 of Official Records of Alameda County, at page 475, and running thence along the said Southern boundary line South 69° 13' West 1378.28 feet to a point; said point being the point of beginning; thence along said Southern boundary line South 69° 13' West 20.82 feet; thence South 14° 07' East 310.50 feet to a point on the Northern line of County Road #5952, commonly known as Davis Street; thence along said Northern line of Davis Street South 69° 13' West 280.12 feet; thence North 86° 11' 20" West 190.87 feet; thence North 14° 0' West 1091 feet; thence North 73° 42' East 390.29 feet; thence South 20° 47' East 821.17 feet to the point of beginning.

Subject to:

- 1st. Right of way now on record known as Eden Road
- 2nd. Current taxes

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

To Have and to Hold all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to its successors heirs and assigns forever

In Witness Whereof, the said party of the first part has hereunto set her hand and seal, the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Grace Arfsten Moore

SEAL
SEAL
SEAL
SEAL

260092 Sewer plant

II 49133

Deed.

INDEXED

GRACE ARFSTEN MOORE,
single woman,

COMPARED
BY
HOPKINS
TURNER
BOOK
BK

TO

THE CITY OF SAN LEANDRO,
a municipal corporation

DATED August 31 1938.

Filed for Record at the Request of
ALAMEDA COUNTY - EAST BAY TITLE INS. CO.

OCT - 7 1938 A. D. 19

at 9 A.M. min. past o'clock,

M., and recorded in Vol. 3650

of Official Records page 464

Alameda
County Records. Calif.

W. Bacon

Recorder.

By Deputy Recorder.

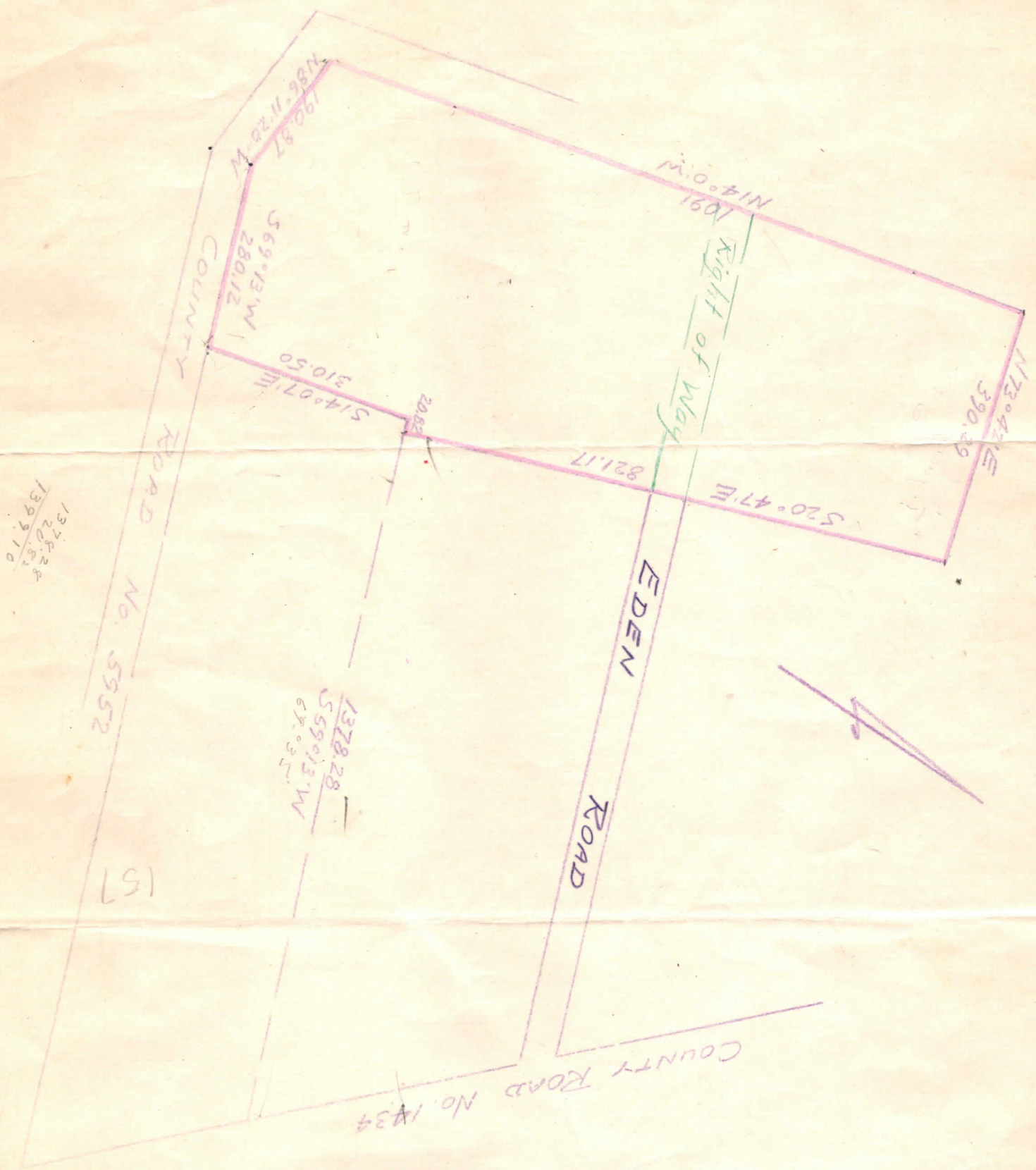
12F

DH

R. LeBillings
City Mgr.
1120 E 14th St
San Leandro

260092





aug 31, 1938

21

Amount, \$ 6000.00

Number 260092 V
E-1/10 1/2



ALAMEDA COUNTY-EAST BAY TITLE INSURANCE COMPANY

IN BUSINESS CONTINUOUSLY SINCE 1861

14TH AND FRANKLIN STREETS

OAKLAND, CALIFORNIA

GLENCOURT 2070

Policy of Title Insurance

BY THIS POLICY OF TITLE INSURANCE the **ALAMEDA COUNTY-EAST BAY TITLE INSURANCE COMPANY**, a corporation, herein called the Company, does hereby insure

THE CITY OF SAN LEANDRO, a municipal corporation

herein called the Insured, against all loss or damage not exceeding the sum of

Six thousand and no/100 (6000.00)

Dollars, which the Insured shall sustain by reason of any incorrect statement in this Policy concerning the title to the real property hereinafter described, herein called the insured property; or by reason of any defect in, or lien or encumbrance upon, the title of the vestee to said property, excepting only such defects, liens or encumbrances and other matters to which said property is subject, as are hereinafter specified; subject to the exceptions and conditions herein contained.

This Policy shall and does expressly insure any Insured mortgagee, trustee or beneficiary against any defect or invalidity, existing at the time of the record thereof, in any mortgage or deed of trust to which said property is subject as herein set forth, in which said Insured shall have an interest, and shall and does expressly insure the priority as herein set forth of any such mortgage or deed of trust; subject always to the Exceptions and Conditions herein specified.

The Title to the insured property is vested in:

THE CITY OF SAN LEANDRO, a municipal corporation

FREE OF ENCUMBRANCE

EXCEPT:

1- Taxes for 1938-39 which are now a lien but not yet payable.

2- Right of way for road purposes over and along a private road 50 feet wide known as Eden Road, as now exists on the ground and as granted to various owners of property lying Easterly of the herein described property and abutting on said road as granted by various deeds of record in Alameda County.

1510 Webster

DESCRIPTION OF THE PROPERTY COVERED BY THIS POLICY OF INSURANCE

All that lot of land situated in the Township of Eden, County of Alameda, State of California, and described as follows, to-wit:

To find the point of beginning, begin at the point of intersection of the Southwestern line of County Road #1434 commonly known as "Bay Farm Island and San Leandro Road", as now exists, with the Southern boundary line of that certain 42.35 acre tract of land conveyed by Peter Lekos, a single man, to J. E. Faustina by deed dated the 4th day of March, 1925 and recorded in Book 902 of Official Records of Alameda County at page 475, and running thence along the said Southern boundary line South $69^{\circ} 13'$ West 1378.28 feet to a point; said point being the point of beginning; thence along said Southern boundary line South $69^{\circ} 13'$ West 20.82 feet; thence South $14^{\circ} 07'$ East 310.50 feet to a point on the Northern line of County Road #5952, commonly known as Davis Street; thence along said Northern line of Davis Street South $69^{\circ} 13'$ West 280.12 feet; thence North $86^{\circ} 11' 20''$ West 190.87 feet; thence North $14^{\circ} 0'$ West 1091 feet; thence North $73^{\circ} 42'$ East 390.29 feet; thence South $20^{\circ} 47'$ East 821.17 feet to the point of beginning.

From Grace Arfsten Moore to City Sh.

Dated: Aug 31, 1938 Rec: Oct 7, 1938

Book 3650 Official Records Page 464

EXCEPTIONS

THIS POLICY DOES NOT INSURE AGAINST

1. Instruments, trusts, liens, easements, roads or highways, encumbrances, or rights or claims of parties in possession of any portion of the insured property, not shown by any public record of the County, or City and County, or by the records of the Federal offices of the Division of the Federal District in which said property is situate.
2. The invalidity of tax sales, street assessments, leases, attachments, easements, declarations of homestead, building restrictions or money judgments mentioned as encumbrances in this policy.
3. Secret trusts, equities or defects in, or encumbrances upon, the title to the insured property known to the Insured, not disclosed to the Company in writing, or the invalidity in whole or in part of any mortgage or deed of trust by reason of the violation of the usury law.
4. Overlapping improvements, or any state of facts which a correct survey would show. City Zone or Set-Back Ordinance Restrictions.
5. Taxes of every character not yet payable.
6. Municipal taxes, or municipal and/or District proceedings for any public improvement, or any tax or assessment therefor unless the amount of the assessment therefor has become fixed and shown as a lien at the date hereof, in the public office designated by law.
7. Mining claims and/or water rights and all matters relating thereto.

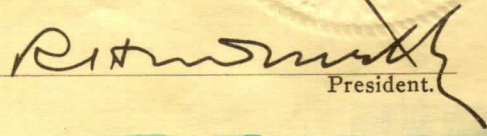
CONDITIONS OF THIS POLICY

1. The Company hereby insures a marketable title such as a court of competent jurisdiction would uphold in an action for specific performance.
2. The Company may and will, at its own expense, defend the Insured in all actions or proceedings founded on a record claim of title or encumbrance prior in date and time to this policy and thereby insured against.
3. In case any action or proceeding described in Paragraph 2 of these conditions is begun, or in case of the service of any paper or pleading, the object or effect of which shall or may be to impugn, attack, or call in question, the validity of the title hereby insured, as insured, or to raise any material question relating to a claim of encumbrance hereby insured against, or to cause any loss or damage for which the Company shall or may be liable under or by virtue of any of the terms or conditions of this Policy, the Insured shall at once notify the Company thereof in writing. In such cases, and in all cases where this Policy permits or requires the Company to prosecute or defend actions, the Insured shall secure to it the right and opportunity to maintain or defend the actions or proceedings, and all appeals from any determination therein, and to give it all reasonable aid therein, and permit it to use, at its option, the name of the Insured for such purpose. If such notice shall not be given to this Company within five days after the service of the summons in such action or proceeding, then this Policy shall be void; provided that no failure to give such notice shall affect the Company's liability if such failure has not prejudiced, and cannot in the future, prejudice the Company; provided also that nothing contained herein shall be construed to avoid this Policy as to an insured mortgagee, trustee, or beneficiary in case of failure, other than the failure of such mortgagee, trustee, or beneficiary, to give notice as required by this paragraph.
4. No right of action shall accrue against the Company under this Policy until there has been a final determination by a court of competent jurisdiction adverse to the title as insured, unless such right of action shall be based upon a matter of record not noted herein as a defect, encumbrance, or exception to which the insured property is subject.
5. The Company will pay, in addition to any loss, all costs imposed on the Insured in litigation carried on by it for the Insured under the requirements of this Policy, but in no case will it be liable for the fees of any counsel or attorney employed by the Insured. Any loss under this Policy shall be paid to the respective parties hereby insured as their interests may appear in the order of priority of their respective encumbrances upon or interests or estates in the insured property. The liability of the Company to any Insured under this Policy shall in no case exceed the amount of the pecuniary interest of such Insured in the insured property. In no case shall the total loss, including all costs, paid to all of the Insured exceed the amount of this Policy.
6. The Company reserves the option to settle any claim insured against by this Policy, or to pay this Policy in full; and the payment to the full amount of this Policy shall terminate all liability of the Company thereunder. All payments under this Policy shall reduce the amount of the insurance pro tanto. No payment or settlement can be demanded of the Company without producing this Policy for indorsement of the fact of such payment or settlement. If this Policy be lost indemnity must be furnished to the satisfaction of the Company.
7. Whenever the Company shall have settled a claim under this Policy, it shall be entitled to all of the rights and remedies which the Insured would have against any other person or property in respect to such claim, had this Policy not been made, and the Insured will transfer or cause to be transferred to the Company such rights, and permit it to use the name of the Insured for the recovery or defense thereof. If the payment does not cover the loss of the Insured, this Company shall be subrogated to such rights, in the proportion which said payment bears to the amount of said loss not covered by said payment. And the Insured warrants that such right of subrogation shall vest in the Company unaffected by any act of the Insured.
8. The term "the Insured" includes (a) all persons claiming an estate or interest under the Insured by will or descent, including the community interest of the wife of the Insured; (b) each successor in interest of any Insured trustee or beneficiary named in any trust deed herein described; (c) each successor in interest of any Insured mortgagee named in any mortgage herein described; and (d) the purchaser at a mortgage or trust deed foreclosure sale, where the property sold is bought in by or for any Insured named in this Policy. No transfer of this Policy shall be valid unless the approval of the Company is endorsed hereon by its proper officers. Such approval may, in any case, be refused at the option of the Company, and all interest in this Policy (saving for damage accrued) shall cease by its transfer without such approval so endorsed.
9. Nothing contained in this Policy shall be construed as an insurance to any Insured herein named against claims, liens or encumbrances created or suffered by such Insured, nor as an insurance to anyone against defects, liens or encumbrances created subsequent to the date and time hereof.

IN TESTIMONY WHEREOF, ALAMEDA COUNTY-EAST BAY TITLE INSURANCE COMPANY, has caused its corporate seal to be hereunto affixed, and these presents to be signed by two of its officers thereunto duly authorized this

7th day of October, 1938, at 9:00 o'clock, A. M.

Alameda County-East Bay Title Insurance Company.

By  President.

By  Vice-President.
Assistant Secretary.

NUMBER

260092

Faustina property

**ALAMEDA COUNTY-
EAST BAY
TITLE INSURANCE
COMPANY**

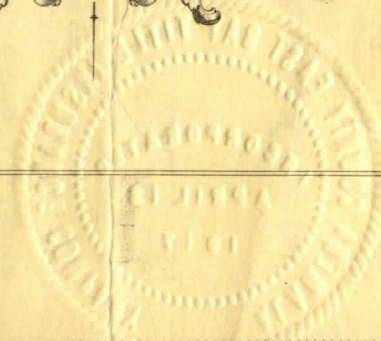


14TH AND FRANKLIN STREETS
**OAKLAND,
CALIFORNIA**

POLICY OF TITLE INSURANCE
ISSUED TO

THE CITY OF SAN LEANDRO,
a municipal corporation

SUNSET-MCKEE-OAKLAND



BEFORE THE CITY COUNCIL OF THE CITY OF
SAN LEANDRO.

RESOLUTION NO. 140 C. M. S.

RESOLUTION ACCEPTING DEED TO CERTAIN LANDS SITUATE IN
EDEN TOWNSHIP, COUNTY OF ALAMEDA, STATE OF CALIFORNIA.

WHEREAS, Grace Arfsten Moore, a single woman, has presented to this Council a certain deed wherein the said Grace Arfsten Moore, a single woman, is the party of the first part, and the The City of San Leandro, a municipal corporation is the party of the second part, dated the 31st day of August, 1938, wherein and whereby certain lands therein described are conveyed to the said City of San Leandro, a copy of said deed is attached hereto and to which reference is made for further particulars and by such reference is made a part hereof:

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN LEANDRO:

That said deed and the lands therein described be and the same are hereby accepted.

Introduced by Councilman Lawrence and passed and adopted this 1st day of October, 1938, by the following called vote:

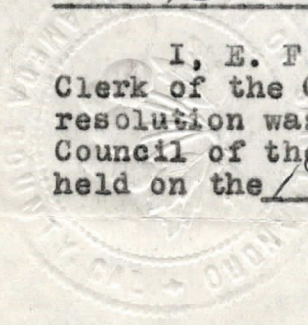
AYES: COUNCILMAN	<i>James Lawrence</i>	
	<i>Thomas Dury</i>	(4)
NOES: COUNCILMAN	<i>None</i>	
ABSENT: COUNCILMAN	<i>Ormscott</i>	(0)
		(1)

Approved this 1st day of October, 1938.
Carl Dury Mayor.

ATTEST:
E. F. Hutchings City Clerk.

I, E. F. HUTCHINGS, the duly elected, qualified and acting City Clerk of the City of San Leandro, hereby certify that the foregoing resolution was duly and regularly passed and adopted by the City Council of the City of San Leandro at a regular adjourned meeting held on the 1st day of October, 1938.

E. F. Hutchings
City Clerk of the City of San Leandro.



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