File No.:	171
Name (Previous Owner):	Manuel Vierra
Assessor's Parcel No.:	
Address of Property:	Street purposes (unknown)
Year:	1941

Compared DESCRIPTION OK EXECUTION

Deed

MANUEL VALENTINE VIERRA, also known as Manuel V. Vierra, and MARY CARNATION VIERRA, also known as Mary C. Vierra, his wife, the first parties, hereby

Grant to CITY OF SAN LEANDRO, a Municipal Corporation,

the second party, all that real property situated in the City of San Leandro, County of Alameda, State of California, described as follows:

171

PORTION of the land described in the deed by American Trust Company to Durward Vierra and Gerald Vierra, dated November 3, 1938 and recorded December 10, 1938 in book 3729 of Official Records of Alameda County at page 38, described as follows:

BEGINNING at the intersection of the eastern line of Franklin Lane, as said lane is shown on the "Map of Franklin Subdivision, San Leandro, California", filed May 3, 1927, in book 12 of Maps at page 71, in the office of the County Recorder of Alameda County, with a line drawn parallel with and distant at right angles 80 feet northeasterly from the northeastern line of the right of way, 80 feet wide, of the Western Pacific Railway Company; and running thence along the line so drawn south 43° 49' 30" east 125.42 feet to the eastern line of the land described in the above mentioned deed; thence along the last named line south 9° 03' west 75.25 feet to a line drawn parallel with and distant at right angles 20 feet northeasterly from the northeastern line of said right of way of the Western Pacific Railway Company; thence along the last drawn line north 43° 49' 30" west 125.42 feet to the eastern line of said Franklin Lane; thence along the last named line north 9° 03' east 75.25 feet to the point of beginning.

The grantors understand that the present intention of the grantee of the lands hereby conveyed in fee is to construct and maintain thereon a highway. The grantors hereby waive any claim for any and all damages to any other real property owned by the grantors, contiguous to the lands hereby conveyed, by reason of the location, construction or maintenance of said highway.

In Witness Whereof, the said first parties have executed this conveyance this 5th day of August, 1941.

Manuel Valentine Vierra

(also known as)------- Manuel V. Vierra

Mary Carnation Vierra

(also known as)-------- Mary C. Vierra

GRANT DEED

State of California, }
County of Alameda. } ss.

On this 5th day of August in the year, A. D. nineteen hundred and forty-one, before me, Wm. Mathews a Notary Public in and for said County of Alameda, State of California, duly commissioned and sworn, personally appeared MANUEL VALENTINE VIERRA, also known as Manuel V. Vierra, and MARY CARNATION VIERRA, also known as Mary C. Vierra, his wife, known to me to be the person s described in and who executed and whose name s are subscribed to the within instrument and they acknowledged to me that they executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at my office in the said County of Alameda, the day and year in this certificate first above written.

Wm Mathews

Notary Public in and for the County of Alameda, State of California.

00 47663

Deed

COMPARED DOC ADAMSON SHAW

FROM

MANUEL VALENTINE VIERRA, also known as Manuel V. Vierra, and MARY CARNATION VIERRA, also known as Mary C. Vierra, his wife,

TO

CITY OF SAN LEANDRO, a Municipal Corporation.

Dated: August 5, 1941.

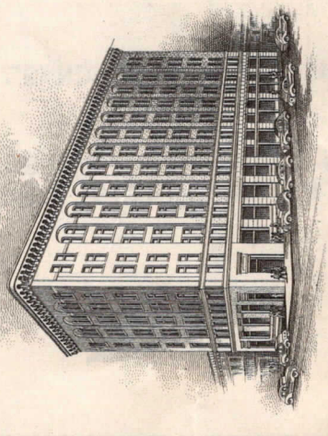
RECORDED at REQUEST OF Oakland Title Insurance and Guaranty Company
53 Min. Past 11 A. M.
AUG 29 1941
In Liber 4086 Page 419
Official Records of Alameda Co. Cal.
COUNTY RECORDER

#5 ALAMEDA COUNTY-EAST BAY TITLE INSURANCE COMPANY
14TH AND FRANKLIN STREETS
OAKLAND, CALIFORNIA

HARVEY HANSON - OAKLAND

When Recorded Return to

Charge to



14TH AND FRANKLIN STREETS
OAKLAND, CALIFORNIA

EP
No. 301104 SL-203 Amount $ 2950.00
"A"

Oakland Title Insurance and Guaranty Company

Title Insurance Policy

Oakland Title Insurance and Guaranty Company

a corporation, of California,

herein called the Company, for a valuable consideration, paid for this Policy of Title Insurance,

Does Hereby Insure

CITY OF SAN LEANDRO

together with each successor in ownership of any indebtedness secured by any mortgage or deed of trust shown in SCHEDULE B, the owner of which is named as an insured, and any such owner or successor in ownership of any such indebtedness who acquires the land described in SCHEDULE C, or any part thereof, by lawful means in satisfaction of said indebtedness or any part thereof, and any person or corporation deriving an estate or interest in said land, as an heir or devisee of a named insured, or by reason of the dissolution, merger, or consolidation of a corporate named insured, against loss or damage not exceeding

TWENTY-NINE HUNDRED FIFTY AND NO/100 ($2950.00) dollars,

which any insured shall sustain

by reason of title to the land described in SCHEDULE C being vested, at the date hereof, otherwise than as herein stated; or

by reason of unmarketability of the title of any vestee to said land, at the date hereof, unless such unmarketability exists because of defects, liens, encumbrances, or other matters shown in SCHEDULE B; or

by reason of any defect in, or lien or encumbrance on said title, existing at the date hereof, not shown in SCHEDULE B; or

by reason of any defect in the execution of any mortgage or deed of trust shown in SCHEDULE B securing an indebtedness, the owner of which is insured by this policy, but only insofar as such defect affects the lien or charge of such mortgage or deed of trust upon said land; or

by reason of priority, at the date hereof, over any such mortgage or deed of trust, of any lien or encumbrance upon said land, except as shown in SCHEDULE B;

all subject, however, to SCHEDULES A, B, and C and the stipulations herein, all of which schedules and stipulations are hereby made a part of this policy.

SCHEDULE A

On August 29, 1941 at 11:53 o'clock, a. m., the title to the land described in SCHEDULE C is vested in:

CITY OF SAN LEANDRO
(a municipal corporation)

SCHEDULE B

(A) The Company does not, by this policy, insure against loss by reason of:

1. Easements or liens which are not shown by the public records (a) of the District Court of the Federal District, (b) of the county, or (c) of the city, in which said land or any part thereof is situated.
2. Rights or claims of persons in possession of said land which are not shown by those public records which impart constructive notice.
3. Any facts, rights, interests, or claims which are not shown by those public records which impart constructive notice, but which could be ascertained by an inspection of said land, or by making inquiry of persons in possession thereof, or by a correct survey.
4. Mining claims, reservations in patents, water rights, claims or title to water.
5. Any governmental acts or regulations restricting, regulating or prohibiting the occupancy or use of said land or any building or structure thereon.

SCHEDULE B

(B) Liens and encumbrances to which said title is subject shown in the order of their priority, and defects and other matters to which said title is subject:

COUNTY OF ALAMEDA AND CITY OF SAN LEANDRO TAXES for the fiscal year 1941-42 (including any personal property taxes) are now a lien but are not yet determined as to amount.

NOTE: TAXES for the fiscal year 1940-41 (including any personal property taxes) are as follows:

COUNTY OF ALAMEDA:	1st installment	$ 24.88 paid
	2nd installment	$ 20.06 paid
	(Affects other property also)	
	Bill No. 147863	
CITY OF SAN LEANDRO:	1st installment	$ 7.36 paid
	2nd installment	$ 5.94 paid
	(Affects other property also)	
	Bill No. 1360	
	Assessor's block No. 225	

301104 "A"

SCHEDULE C

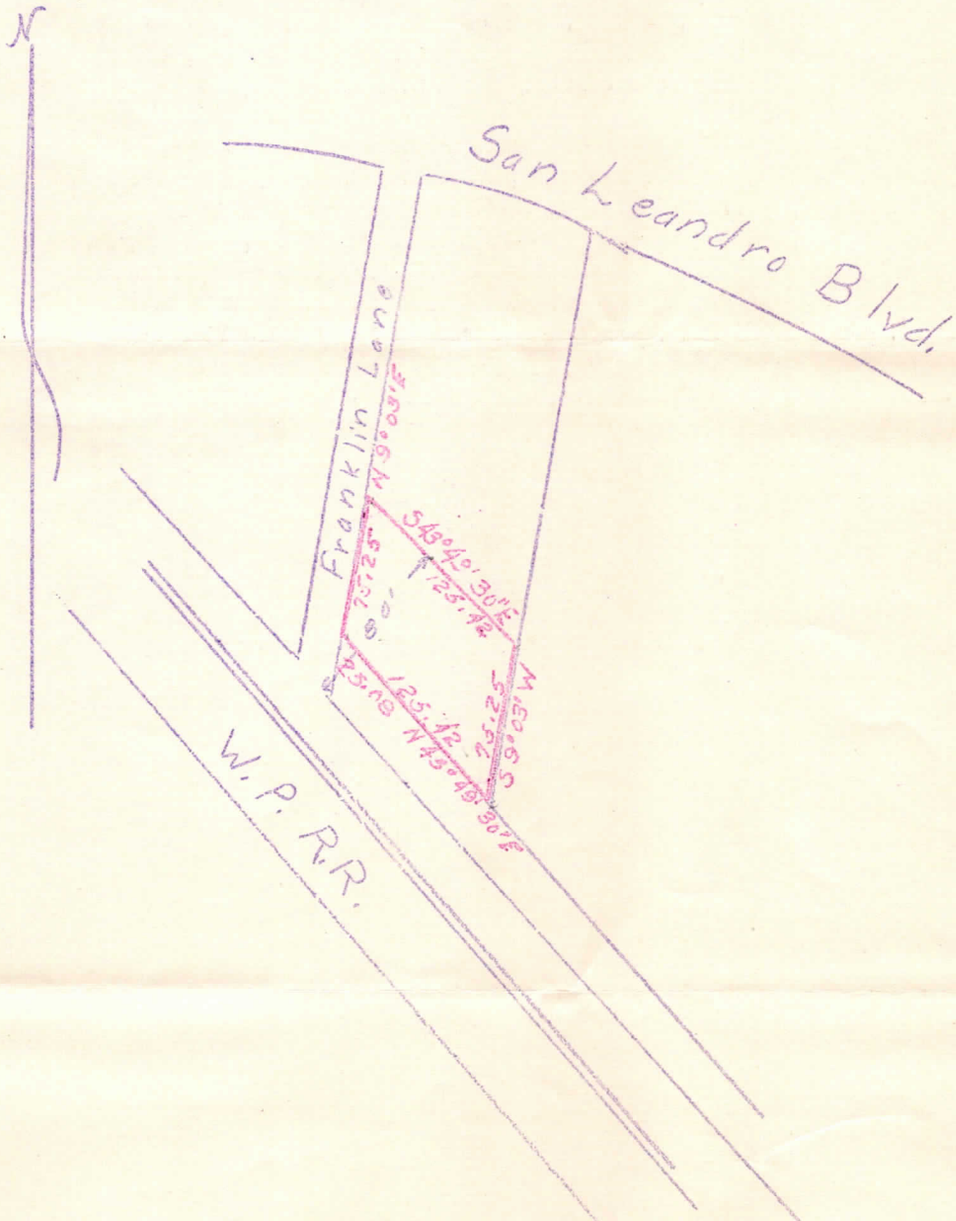
The land referred to in this policy is described as follows:

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

PORTION of the land described in the deed by American Trust Company to Durward Vierra and Gerald Vierra, dated November 3, 1938, recorded December 10, 1938, in book 3729 of Official Records of Alameda County, page 38, described as follows:

BEGINNING at the intersection of the eastern line of Franklin Lane, as said lane is shown on the "Map of Franklin Subdivision, San Leandro, California" filed May 3, 1927, in book 12 of Maps, page 71, in the office of the County Recorder of Alameda County, with a line drawn parallel with and distant at right angles 80 feet northeasterly from the northeastern line of the right of way, 80 feet wide, of the Western Pacific Railway Company; and running thence along the line so drawn south 43° 49' 30" east 125.42 feet to the eastern line of the land described in the above mentioned deed; thence along the last named line south 9° 03' west 75.25 feet to a line drawn parallel with and distant at right angles 20 feet northeasterly from the northeastern line of said right of way of the Western Pacific Railway Company; thence along the last drawn line north 43° 49' 30" west 125.42 feet to the eastern line of said Franklin Lane; thence along the last named line north 9° 03' east 75.25 feet to the point of beginning.

171



This diagram is delineated from the records in the office of the County Recorder of the County in which the property herein concerned is situated, and is not a part of this policy. The location of said property, and of the boundary lines thereof and the monuments referred to therein, should be determined by a survey, if deemed necessary by the insured.

STIPULATIONS

SCOPE OF COVERAGE

1. This policy does not insure against, and the Company will not be liable for loss or damage created by or arising out of any of the following: (a) defects, liens, claims, encumbrances, or other matters which result in no pecuniary loss to the insured; (b) defects, liens, encumbrances, or other matters created or occurring subsequent to the date hereof; (c) defects, liens, encumbrances, or other matters created or suffered by the insured claiming such loss or damage, or (d) defects, liens, encumbrances, or other matters existing at the date of this policy and known to the insured claiming such loss or damage, either at the date of this policy or at the date such insured claimant acquired an estate or interest insured by this policy, unless such defect, lien, claim, encumbrances, or other matter shall have been disclosed to the Company in writing prior to the issuance of this policy. Any rights or defenses of the Company against a named insured shall be equally available against any person or corporation who shall become an insured hereunder as successor of such named insured.

DEFENSE OF ACTIONS

2. The Company at its own cost shall defend the insured in all actions or proceedings against the insured founded upon a defect, lien, encumbrance, or other matter insured against by this policy, and may pursue such litigation to final determination in the court of last resort. In case any such action or proceeding shall be begun, or in case knowledge shall come to any insured of any claim of title or interest adverse to the title as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, such insured shall at once notify the Company thereof in writing. If such notice shall not be given to the Company at least five days before the appearance day in any such action or proceeding, or if such insured shall not, in writing, promptly notify the Company of any defect, lien, encumbrance, or other matter insured against, or of any such adverse claim which shall come to the knowledge of such insured, in respect to which loss or damage is apprehended, then all liability of the Company as to each insured having such notice in regard to the subject of such action, proceeding, or claim shall cease and terminate; provided, however, that failure to so notify shall in no case prejudice the claim of any insured unless the Company shall be actually prejudiced by such failure. The Company shall have the right to institute and prosecute any action or proceeding or do any other act which, in its opinion, may be necessary or desirable to establish the title, or any insured lien or charge, as insured. In all cases where this policy permits or requires the Company to prosecute or defend any action or proceeding, the insured shall secure to it in writing the right to so prosecute or defend such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the insured for such purpose. Whenever requested by the Company the insured shall assist the Company in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, prosecuting or defending such action or proceeding, to such extent and in such manner as is deemed desirable by the Company, and the Company shall reimburse the insured for any expense so incurred. The Company shall be subrogated to and be entitled to all costs and attorney's fees incurred or expended by the Company, which may be recoverable by the insured in any litigation carried on by the Company on behalf of the insured. The word "knowledge" in this paragraph means actual knowledge, and does not refer to constructive knowledge or notice which may be imputed to the insured by reason of any public record or otherwise.

NOTICE OF ACTIONS OR CLAIMS TO BE GIVEN BY THE INSURED

OPTION TO PAY SETTLE OR COMPROMISE CLAIMS

3. The Company reserves the option to pay, settle, or compromise for, or in the name of, the insured, any claim insured against or to pay this policy in full at any time, and payment or tender of payment of the full amount of this policy, together with all accrued costs which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder, including all obligations of the Company with respect to any litigation pending and subsequent cost thereof.

SUBROGATION UPON PAYMENT OR SETTLEMENT

4. Whenever the Company shall have settled a claim under this policy, it shall be subrogated to and be entitled to all rights, securities, and remedies which the insured would have had against any person or property in respect to such claim, had this policy not been issued. If the payment does not cover the loss of the insured, the Company shall be subrogated to such rights, securities, and remedies in the proportion which said payment bears to the amount of said loss. In either event the insured shall transfer, or cause to be transferred, to the Company such rights, securities, and remedies, and shall permit the Company to use the name of the insured in any transaction or litigation involving such rights, securities, or remedies.

OPTION TO PAY INSURED OWNER OF INDEBTEDNESS AND BECOME OWNER OF SECURITY

5. The Company has the right and option, in case any loss is claimed under this policy by an insured owner of an indebtedness secured by mortgage or deed of trust, to pay such insured the indebtedness of the mortgagor or trustor under said mortgage or deed of trust, together with all costs which the Company is obligated hereunder to pay, in which case the Company shall become the owner of, and such insured shall at once assign and transfer to the Company said mortgage or deed of trust and the indebtedness thereby secured, and such payment shall terminate all liability under this policy to such insured.

NOTICE OF LOSS

6. A statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within sixty days after such loss or damage shall have been ascertained. No action or proceeding for the recovery of any such loss or damage shall be instituted or maintained against the Company until after full compliance by the insured with all the conditions imposed on the insured by this policy, nor unless commenced within twelve months after receipt by the Company of such written statement.

LIMITATION OF ACTION

PAYMENT OF LOSS AND COSTS OF LITIGATION

7. The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon the insured in litigation carried on by the Company for the insured, and in litigation carried on by the insured with the written authorization of the Company, but not otherwise. The liability of the Company under this policy shall in no case exceed, in all, the actual loss of the insured and costs which the Company is obligated hereunder to pay, and in no case shall such total liability exceed the amount of this policy and said costs. All payments under this policy shall reduce the amount of the insurance pro tanto, and payment of loss or damage to an insured owner of indebtedness shall reduce, to that extent, the liability of the Company to the insured owner of said land. No payment can be demanded by any insured without producing this policy for indorsement of such payment.

INDORSEMENT OF PAYMENT ON POLICY

MANNER OF PAYMENT OF LOSS TO INSURED

8. Loss under this policy shall be payable, first, to any insured owner of indebtedness secured by mortgage or deed of trust shown in Schedule B, in order of priority therein shown, and if such ownership vests in more than one, payment shall be made ratably as their respective interests may appear, and thereafter, any loss shall be payable to the other insured, and if more than one, then to such insured ratably as their respective interests may appear. If there be no such insured owner of indebtedness, any loss shall be payable to the insured, and if more than one, to such insured ratably as their respective interests may appear.

WRITTEN INDORSEMENT REQUIRED TO CHANGE POLICY

9. No provision or condition of this policy can be waived or changed except by writing endorsed hereon or attached hereto signed by the President, a Vice-President, the Secretary, or an Assistant Secretary of the Company.

IN WITNESS WHEREOF, Oakland Title Insurance and Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers the day and hour set forth in Schedule A hereof.

Oakland Title Insurance and Guaranty Company

By Benj. J. Henley

Its Vice-President.

And by O. F. Blanco

Its Vice-President.

~~Its Assistant Secretary.~~

Oakland Title Insurance and Guaranty Company

15th and Franklin Sts., Oakland, Calif.

ASSOCIATED OFFICES

San Francisco
California Pacific Title & Trust Co.
148 Montgomery Street

Contra Costa County
Richmond-Martinez Abstract & Title Co.
Escobar and Las Juntas Sts., Martinez

Marin County
San Rafael Land Title Company
1017 Fourth Street, San Rafael

Monterey County
Monterey County Title and Abstract Co.
16 West Gabilan St., Salinas

Sacramento County
Capital City Title Company
801 J St., Sacramento

Santa Clara County
California Pacific Title & Trust Company
66 North First St., San Jose

Santa Cruz County
California Pacific Title Co.
12 Cooper Street, Santa Cruz

San Joaquin County
Stockton Abstract and Title Company
26 South San Joaquin St., Stockton

San Mateo County
California Pacific Title & Trust Co.
2303 Broadway, Redwood City

Sonoma County
Sonoma County Land Title Company
211 Exchange Ave., Santa Rosa

301104 "A"

Oakland Title Insurance and Guaranty Company

Policy of Title Insurance

ISSUED TO

CITY OF SAN LEANDRO

TITLE INSURANCE BUILDING
15TH AND FRANKLIN STREETS

PHONE GLENCOURT 8300

OAKLAND, CALIFORNIA

IN THE CITY COUNCIL OF THE

CITY OF SAN LEANDRO

RESOLUTION NO. 415 C.M.S.

RESOLUTION OF ACCEPTANCE OF DEED.

The City Council of the City of San Leandro do resolve as follows:

That the City of San Leandro hereby accepts the conveyance to it for public purposes of that real estate described in that deed executed by Manuel Valentine Vierra, also known as Manuel V. Vierra, and Mary Carnation Vierra, also known as Mary C. Vierra, his wife, dated August 5, 1941, and authorizes the attachment of this resolution to such deed.

Introduced by Councilman Thomas and adopted this 11th day of August, 1941 by the following called vote:

AYES: Councilmen Groves, Thomas, Lawrence (3)

NOES: None (0)

ABSENT: Ornadorff, Smith (2)

Helen L. C. Lawrence
Mayor of the City of San Leandro

Attest:

E. F. Hutchings
City Clerk