

Deed

CATHERINE AMBROSE, a widow, formerly known as

KATHERINE ZAMARELLI

, the first party, hereby

Grants to CITY OF SAN LEANDRO

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

LOT 1, as said lot is shown on the "Map of Del Orta,
San Leandro, California", filed February 7, 1925, in
book 4 of Maps, page 1, in the office of the County
Recorder of Alameda County.

275

In Witness Whereof, the said first party has executed this conveyance
this 15th day of September, 1954.

Catherine Ambrose Formerly
known as *Katherine Zamarelli*

State of California, }
County of Alameda } ss.

On this 15th day of September, 1954,
before me John A. Deadrich, III, a Notary Public in and for
said County, personally appeared

--- Catherine Ambrose

known to me to be the person whose name is subscribed to the within
instrument, and acknowledged that she executed the same.

Witness my hand and official seal.

(Notarial Seal)

Notary Public in and for said County and State.

My Commission expires December 17, 1955

DEED

CATHERINE AMBROSE, a widow, formerly
known as
KATHERINE ZAMARELLI,

TO

CITY OF SAN LEANDRO

AJ96979

RECORDING DATA
RECORDED at REQUEST OF
Oakland Title Insurance Company

At 10:30 A.M.

NOV - 1 1954
BOOK 7466 PAGE 309

OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIF.

Thomas W. Fitzsimmons
COUNTY RECORDER

When recorded mail to:

Name

Address

Mr. H. H. Burbank, City Clerk
City Hall, San Leandro, Calif.

DH

8F

#506692
Mail to
Mr. H. H. Burbank, City Clerk
City Hall
San Leandro, Calif

INDEXED
AJ96979



Policy
Number 506692

jm

SL-185

Total Fee for Title Search
Title Insurance
and Escrow \$

92.00

Amount \$

10,500.00

OAKLAND TITLE INSURANCE 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 the persons and corporations included in the definition of "the insured" as set forth in the stipulations of this policy, against loss or damage not exceeding

TEN THOUSAND FIVE HUNDRED AND NO/100

(\$10,500.00) dollars,

which the insured shall sustain by reason of:

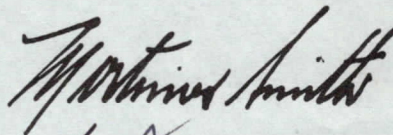
1. Title to the land described in SCHEDULE C being vested, at the date hereof, otherwise than as herein stated; or
2. Unmarketability, at the date hereof, of the title to said land of any vestee named herein, unless such unmarketability exists because of defects, liens, encumbrances, or other matters shown or referred to in SCHEDULE B; or
3. Any defect in, or lien or encumbrance on, said title, existing at the date hereof, not shown or referred to in SCHEDULE B; or
4. 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
5. 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, such mortgage or deed of trust being shown in the order of its priority in PART TWO of 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.

IN WITNESS WHEREOF, Oakland Title Insurance 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 COMPANY

By



Its President.

And



Its Assistant Secretary.

SCHEDULE A

On November 1, 1954

at

10:30

o'clock, a. m., the title to

the land described in SCHEDULE C is vested in:

CITY OF SAN LEANDRO

SCHEDULE B

This policy does not insure against loss by reason of the matters shown or referred to in this SCHEDULE except to the extent that the owner of any mortgage or deed of trust shown in PART TWO is expressly insured in Paragraphs numbered 4 and 5 on Page 1 of this policy.

SCHEDULE B, Continued

PART ONE: This part of SCHEDULE B refers to matters which, if any such exist, may affect the title to said land, but which are not shown in this policy:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing agency or by the public records; and easements, liens or encumbrances which are not shown by the public records.
2. Rights or claims of persons in possession of said land which are not shown 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 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 laws, governmental acts or regulations, including but not limited to zoning ordinances, restricting, regulating or prohibiting the occupancy, use or enjoyment of the land or any improvement thereon, or any zoning ordinances prohibiting a reduction in the dimensions or area, or separation in ownership, of any lot or parcel of land; or the effect of any violation of any such restrictions, regulations or prohibitions.

PART TWO: This part of SCHEDULE B shows liens, encumbrances, defects and other matters affecting the title to said land or to which said title is subject:

(1st) 1954-55 County of Alameda and City of San Leandro and other taxes collected therewith (all payable to County Tax Collector):

1st installment \$86.67 Due
Due Nov. 1st-Delinquent Dec. 10th

2nd installment \$86.67 Payable
Due Feb. 1st-Delinquent April 10th
County Account No. 75-165-5

SCHEDULE "C"

DESCRIPTION OF THE LAND, in the City of San Leandro, County of Alameda, State of California, title to which is insured by this policy:

LOT 1, as said lot is shown on the "Map of Del Orta, San Leandro, California", filed February 7, 1925, in book 4 of Maps, page 1, in the office of the County Recorder of Alameda County.

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, claims, 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, encumbrance or other matter shall have been disclosed to the Company in writing prior to the issuance of this policy or appeared at the date of this policy on the public records. 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 litigation consisting of actions or proceedings against the insured, or defenses, restraining orders, or injunctions interposed against a foreclosure or sale of said land in satisfaction of any indebtedness, the owner of which is insured by this policy, which litigation is 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 litigation shall become known to any insured, or in case knowledge shall come to any insured of any claim of title or interest which is 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 notify the Company thereof in writing. If such notice shall not be given to the Company at least two days before the appearance day in any such litigation, 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

Notice of Actions or Claims to be Given by the Insured

liability of the Company as to each insured having such knowledge shall cease and terminate; provided, however, that failure to so notify the Company 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 attorneys' 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 by the public records.

Notice of Loss

3. 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

4. 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 costs thereof.

Subrogation Upon Payment or Settlement

5. 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

6. 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.

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 may be demanded by any insured without producing this policy for indorsement of such payment.

Payment on Policy Indorsement of

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.

Manner of Payment of Loss to Insured

9. The following terms when used in this policy mean: (a) "named insured": the persons and corporations named as insured on Page 1 of this policy; (b) "the insured": such named insured together with (1) each successor in ownership of any indebtedness secured by any mortgage or deed of trust shown in Schedule B, the owner of which indebtedness is named herein as an insured, (2) 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, (3) any governmental agency or instrumentality acquiring said land under an insurance contract or guarantee insuring or guaranteeing said indebtedness or any part thereof, and (4) 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;

Definition of Terms

(c) "land": the land described specifically or by reference in Schedule C and improvements affixed thereto which by law constitute real property;

(d) "date": the exact day, hour and minute specified in the first line of Schedule A (unless the context clearly requires a different meaning);

(e) "taxing agency": the State and each county, city and county, city and district in which said land or some part thereof is situated that levies taxes or assessments on real property;

(f) "public records": those public records which, under the recording laws, impart constructive notice of matters relating to said land.

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

11. All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at its home office at 1459 Franklin Street, Oakland 12, California.

Written Indorsement Required to Change Policy

Notices Where Sent

AFFILIATED OFFICES

Alameda County

Oakland Title Insurance Company
Fifteenth at Franklin Street, Oakland

Contra Costa County

Richmond Martinez Title Company
Main at Court Street, Martinez

Marin County

San Rafael Land Title Company
1017 Fourth Street, San Rafael

Monterey County

Monterey County Title and Abstract Company
16 West Gabilan Street, Salinas
496 Alvarado Street, Monterey

Sacramento County

Capital City Title Company
801 J Street, Sacramento
1111 - 22nd Street, Sacramento

San Francisco

California Pacific Title Insurance Company
148 Montgomery Street, San Francisco
2411 - 19th Avenue, San Francisco

Santa Clara County

California Pacific Title Insurance Company
66 North First Street, San Jose 13
414 South Bascom Avenue, San Jose 28
460 Ramona Street, Palo Alto

Santa Cruz County

California Pacific Title Company
109 Cooper Street, Santa Cruz

San Joaquin County

Stockton Abstract and Title Company
26 South San Joaquin Street, Stockton

San Mateo County

California Pacific Title Insurance Company
2424 Broadway, Redwood City
210 Fifth Avenue, San Mateo

Sonoma County

Sonoma County Land Title Company
211 Exchange Avenue, Santa Rosa

506692

Policy of Title Insurance

Oakland Title Insurance Company

15th and Franklin Streets
Glencourt 1-8300
OAKLAND 12, CALIFORNIA

CITY OF SAN LEANDRO

SELLER'S INSTRUCTIONS FOR:

PHONE GLENCOURT 1-8300

OAKLAND TITLE INSURANCE AND GUARANTY COMPANY

TO OAKLAND TITLE INSURANCE AND GUARANTY COMPANY:
15TH AND FRANKLIN STREETS
OAKLAND 12, CALIFORNIA

APPLICATION NO. 506692

DATE _____

HEREWITH THE FOLLOWING ENCLOSURES:

1. ☒ DEED FROM CATHERINE AMBROSE, a widow, formerly known as KATHERINE ZAMARELLI TO CITY OF SAN LEANDRO
COVERING THE PROPERTY DESCRIBED IN YOUR APPLICATION NUMBER

2. ☐ INSURANCE POLICIES TOTALING \$ _____ ☐ TAX BILLS

ALL OF WHICH YOU MAY DELIVER OR RECORD WHEN YOU HAVE COLLECTED FOR THE ACCOUNT OF THE GRANTORS IN SAID DEED THE
SUM OF TENTHOUSAND FIVE HUNDRED AND NO/100 ----- DOLLARS, \$ 10,500.00
AND

FROM THE ABOVE MENTIONED SUM YOU WILL DEDUCT THE FOLLOWING AND REMIT THE BALANCE BY YOUR CHECK TO

Mrs. Catherine Ambrose

AT ADDRESS BELOW:—

☒ REVENUE STAMPS ON ABOVE DEED	\$	
☐ PAY DEMAND FOR RECONVEYANCE OF EXISTING DEED OF TRUST	\$	
☒ PAY COMMISSION TO <u>Beardrich, 581 East 14th St, San Leandro</u>	\$	<u>525 00</u>
☒ NET PRO RATATIONS HEREINAFTER MENTIONED IF AGAINST THE UNDERSIGNED	\$	
☐ RECORDING	\$	
	\$	
	\$	
	\$	

AS OF date of closing, PRO RATE ☐ TAXES (BASED ON THE AMOUNTS SHOWN ON THE LATEST AVAILABLE TAX BILLS), ☒ FIRE
INSURANCE PREMIUMS (IF ACCEPTABLE TO BUYER), ☐ INTEREST ON EXISTING LOAN, AND ☒ RENTS \$60.00 a month paid to October 1, 1954
☐ CREDIT TO SELLER EXISTING LOAN TRUST FUNDS IF ANY

☒ IF COPY HEREOF IS ENCLOSED, PLEASE ACKNOWLEDGE RECEIPT THEREON.

RECEIVED

SELLERS

OAKLAND TITLE INSURANCE AND GUARANTY COMPANY

BY

ADDRESS 1050 Harrison St., San Leandro

PLEASE INDICATE BY CHECK MARK (✓), ITEMS ENCLOSED, DEDUCTIONS, AND ITEMS TO BE PRORATED.

75-165-

AJ96979

BOOK 7466 PAGE 309

IN THE CITY COUNCIL OF THE CITY OF SAN LEANDRO

RESOLUTION NO. 2476

C.M.S.

RESOLUTION ACCEPTING DEED
(Katherine Zamarelli)

Whereas, there has been presented to this Council a certain Deed dated September 15, , 1954, to a parcel of land more fully described in the said Deed to the same executed by Catherine Ambrose, a widow, formerly known as Katherine Zamarelli, to the City of San Leandro, a municipal corporation, duly acknowledged and delivered to the City of San Leandro:

Now, therefore, the City Council of the City of San Leandro does RESOLVE as follows:

That said Deed and the land therein described be and the same is hereby accepted by the said City of San Leandro.

Introduced by Councilman Dunnigan and passed and adopted this 20th day of September, 1954 by the following called vote:

Ayes: Councilmen: Bellini, Dunnigan, Frazier, Kant, Knick (5)

Noes: Councilmen: None (0)

Absent: Councilmen: Swift, Vlahos (2)

Thomas Knick
Mayor of the City of San Leandro

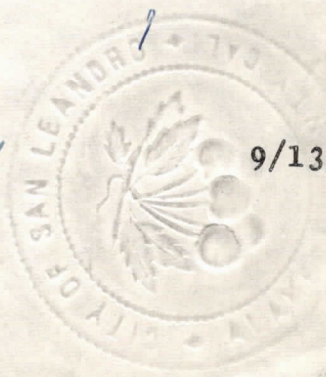
Attest: *H.H. Burbank*
H.H. Burbank - City Clerk

I, the undersigned, H. H. Burbank, City Clerk of the City of San Leandro, hereby certify the foregoing to be a full, true and correct copy of Resolution No. 2476 C.M.S. adopted at a meeting of said City Council on September 20, 1954, at San Leandro, California.

9/21/54

H.H. Burbank
City Clerk

9/13/54/a



54 472

3/27/27

City Clerk

30' 1927, at San Francisco, California.
 at a meeting of said City Council on September
 20th of resolution no. 3710 C.M.S. adopted
 the following to be a full, true and correct
 of the City of San Francisco, hereby certified
 I, the undersigned, H. H. [illegible] City Clerk



[Signature]
 Mayor of the City of San Francisco

Present: Councilmen: [illegible] (5)
 Absent: Councilmen: [illegible] (0)
 Yea: Councilmen: [illegible] (2)

City Clerk

and adopted the following resolution

Resolved, that the City Council of the City of San Francisco
 do hereby order that the land described as and
 located in the [illegible] be sold

Now, therefore, the City Council of the City of San
 Francisco do hereby order that the land described as and
 located in the [illegible] be sold
 to the [illegible] for the sum of [illegible]
 and that the City Clerk of the City of San Francisco
 do hereby certify that the foregoing is a true and correct
 copy of the resolution of the City Council of the City of San Francisco

(Whereas, there has been presented to this Council a

(Kernellus [illegible])
 Resolution No. 3710 C.M.S.

Resolution No. 3710 C.M.S.

IN THE CITY COUNCIL OF THE CITY OF SAN FRANCISCO

Attest

300 300

275

CITY OF

I LEANDRO ENGINEERIN

VISION

BY JA DATE 10.5.76

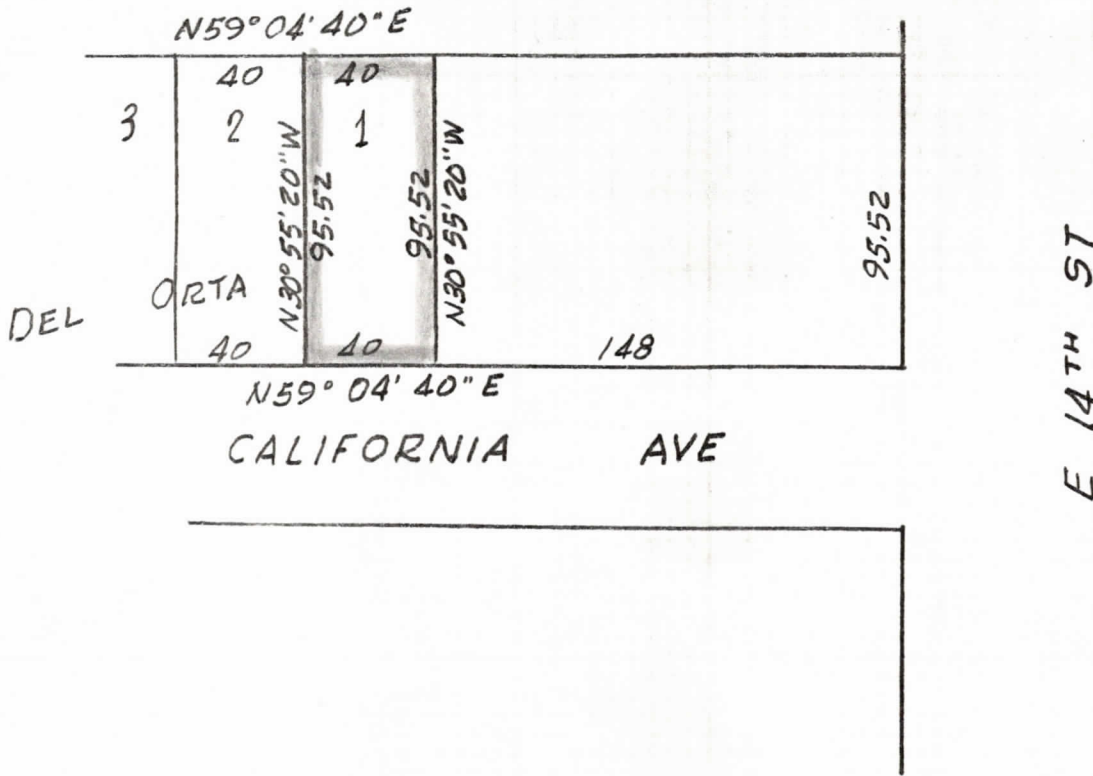
SUBJECT CIVIC CENTER

SHEET NO. 1 OF 1

CHKD. BY _____ DATE _____

CALIFORNIA AVE W/ E 14TH ST
AMBROSE (ZAMARELLI)

JOB NO. _____



☐ AREA ACQUIRED

ACQUIRED

BY BK 7466 Pg 310

DATE NOV 1 1954