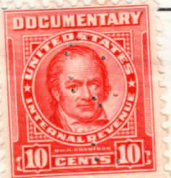
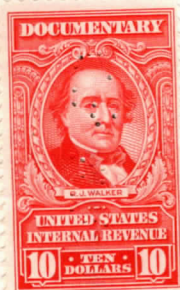


Deed

296



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

STERLING HOMES CO., a California Corporation

_____ hereby

GRANTs to The City of San Leandro, a Municipal Corporation

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

LOT 28. as said lot is shown on that certain map entitled, "Tract 777, San Leandro, Alameda County, California", filed December 31, 1946, in Book 22 of Maps, pages 46, 47 and 48 in the office of the County Recorder of Alameda County, California.

AK88835

RECORDED at REQUEST OF
ALAMEDA COUNTY
EAST BAY TITLE INS. CO.
AT 8:30 A. M.

AUG 18 1955
BOOK 7754 PAGE 395

OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
Thomas W. Fitzsimmons
COUNTY RECORDER

D.H

6

DATED July 22, 1955

STERLING HOMES CO.
By *L. J. Bond*
Secretary

STATE OF CALIFORNIA } ss.
COUNTY OF ALAMEDA }

On _____ before me, the undersigned
a Notary Public in and for said County and State personally appeared

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

(SEAL) _____
Notary Public in and for said County and State.

When recorded mail to:
Name city athy office
Address City Hall
City San Leandro State _____
Form 70 Appl. No. Cal. A/c _____

FOR RECORDER'S USE ONLY

AK88835

INDEXED Deed

FROM

TO

Dated: 19

ALAMEDA COUNTY-EAST BAY
TITLE INSURANCE COMPANY
1510 WEBSTER STREET
OAKLAND, CALIFORNIA



STATE OF CALIFORNIA

County of Alameda } ss.

On this 22nd day of July in the year one thousand nine hundred and fifty five,

before me, Ethel R. Bryant, a Notary Public in and for
the County of Alameda, State of California,
residing therein, duly commissioned and sworn, personally appeared C. P. Pond

known to me to be the Secretary
of the corporation described in and that executed the within instrument, and also known to me
to be the person who executed the within instrument on behalf of the corporation therein
named, and he acknowledged to me that such corporation executed the same.

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

Ethel R. Bryant
Notary Public in and for said County of Alameda State of California.



My Commission Expires February 4, 1958
CORPORATION ACKNOWLEDGMENT

532848

3

55-356

AK88835

IN THE CITY COUNCIL OF THE CITY OF SAN LEANDRO

RESOLUTION NO. 2707 C.M.S.

RESOLUTION ACCEPTING DEED
(Sterling Homes Co.)

Whereas, there has been presented to this Council a certain Deed dated July 22, 1955, to a parcel of land more fully described in the said Deed to the same executed by Sterling Homes Co., a California Corporation, to the City of San Leandro, a municipal corporation, and which conveys to said City of San Leandro said parcel of land:

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.

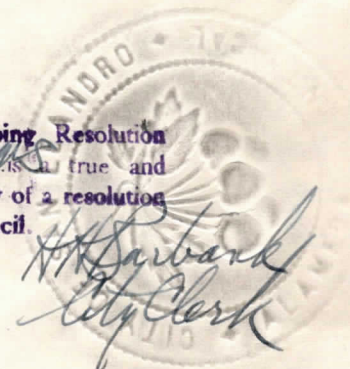
Introduced by Councilman Dunnigan and passed and adopted this 25th day of July, 1955, by the following called vote:

Ayes:	Councilmen: <u>Bellini, Dunnigan, Frazier, Kant, Swift, Vlahos, Krick</u>	(7)
Noes:	Councilmen: <u>None</u>	(0)
Absent:	Councilmen: <u>None</u>	(0)

Thomas Krick
Mayor of the City of San Leandro

Attest: H. H. Burbank
City Clerk

The foregoing Resolution No. 2707 is a true and correct copy of a resolution of the council.



7/25/55/a

1954



Printed at the
Georgia Department of
Agriculture

STATE OF GEORGIA
DEPARTMENT OF AGRICULTURE

OFFICE OF THE COMMISSIONER

TO THE HONORABLE SENATE AND HOUSE OF REPRESENTATIVES
AT THE ANNUAL SESSION BEING HELD AT MONTICELLO
IN THE CITY OF ATLANTA, GEORGIA, JANUARY 14, 1954

REPORT OF THE COMMISSIONER OF THE DEPARTMENT OF AGRICULTURE
FOR THE YEAR 1953

Submitted in accordance with the provisions of
Section 10-1-1 of the Code of Georgia Annotated
and the provisions of the Georgia Constitution
relating to the Department of Agriculture

COMMISSIONER OF AGRICULTURE
GEORGE W. WATSON

PRINTED AND BOUND AT THE STATE PRINTING OFFICE
AT MONTICELLO, GEORGIA

1954

APR 1954

PRELIMINARY REPORT

Issued by

ALAMEDA COUNTY-EAST BAY TITLE INSURANCE COMPANY

IN BUSINESS CONTINUOUSLY SINCE 1861

MAIN OFFICE
1510 Webster Street
Oakland, California
TWinoaks 3-8100

HAYWARD OFFICE
1165 A - Street
Hayward, California
JEfferson 7-1165

OUR No. 532848
777/2

Your No.

- City Attorney's Office
City Hall
San Leandro, California
Attn: Mr. Corden

The following is a report on the record title to the land hereinafter described, as of the date hereof. This report is issued as an accommodation only and is made without liability and without obligation to issue a policy of title insurance covering said land.

The policy, if and when issued, will be in the form adopted by this company which incorporates therein its standard exceptions, conditions and stipulations.

DATED: 8:30 A. M. February 16, 1955

VESTEE: STERLING HOMES CO., a California Corporation

SUBJECT TO:

1- County of Alameda and City of San Leandro taxes for 1954-55 as follows:

1st Installment \$87.12 PAID
2nd Installment \$87.12 UNPAID
County Account No. 77-A-655-90✓

2- Proviso that the corporate rights and powers of vestee have not been suspended for failure to pay its corporation tax.

3- The fact that the ownership of premises is restricted and does not include any rights of ingress or egress to or from the freeway from Oakland to San Jose, by reason of provisions in deed of record granting said freeway to the State of California from Tormey Estate Company, a corporation, dated October 28, 1943, recorded November 29, 1943, in Book 4340 of Official Records, at page 29.

4- Covenants, conditions and restrictions until January 1, 1972 (with no mortgage-protection clause), as provided for in the declaration of February 4, 1947, by Sterling Homes Co., et al, recorded February 6, 1947, in Book 5082 OR page 264, to which declaration, and the record thereof, reference is made for full particulars.

5- Building set back line 20 feet from front lot line as provided in the Declaration above referred to.

6- Deed of Trust and Assignment of Rents, dated January 17, 1947, by Sterling Homes Co., a corporation, to Corporation of America, a corporation, trustee, to secure to Central Bank, a corporation, the payment of \$7,400.00, and any other amounts payable under the terms thereof; recorded January 23, 1947, in Book 5055 OR 237. Reference is hereby made to the note and the record of the deed of trust for further particulars.

55-356

7- Outstanding right title or interest of Gertrude Magioncalda as disclosed by the following:

(a) Action for divorce in the Superior Court of the State of California in and for the County of Alameda entitled Gertrude Magioncalda, plaintiff, vs Edward Magioncalda, defendant, Case No. 237268 whereas the complaint filed October 25, 1951 alleges that the community property of the parties includes home located at 454 Warden Avenue, San Leandro, California.

On December 4, 1951 said Court made an interlocutory decree of divorce confirming a property settlement agreement executed by said parties and dated November 19, 1951 by the terms of which said defendant agreed to convey to said plaintiff the property at 454 Warden Avenue, San Leandro, Calif.

(b) Quit claim deed executed November 16, 1951 by Edward Magioncalda to Gertrude Magioncalda covering the herein described property; recorded January 2, 1952 in Book 6625 OR at page 394.

DESCRIPTION

All that lot of land situated in City of San Leandro, County of Alameda, State of California, described as follows to-wit:

Lot 28 of Tract 777 according to the map thereof filed December 31, 1946 in the office of the County Recorder of said Alameda County, and of record in Map Book 22, at pages 46, 47 and 48.

ALAMEDA COUNTY-EAST BAY TITLE INSURANCE COMPANY

By

Wm. Borbett

EA

[Handwritten signature]

VIA MEDV COMMEX-EVAGI BVA LITTE INSURANCE COMPANY

County, and of record in Map Book 55, at pages 10, 11 and 12. It is in the office of the County Recorder of said State of California according to the map thereof filed December

State of California, described as follows to-wit: All that lot of land situated in City of San Leandro, County of

DESCRIPTION

Property: Recorded January 5, 1925 in Book 652 on at page 30. Mentioned to certain mentioned concerning the herein described

(p) said claim deed executed November 10, 1921 by Edward Menden Allen, San Leandro, Calif.

defendant agreed to convey to said plaintiff the property at that and before and dated November 10, 1921 by the terms of which said of Grace confirming a property settlement agreement executed by

on December 1, 1921 said Court made an interlocutory decree that Menden Allen, San Leandro, California.

the community property of the parties involved none to be at 53459 unless the complaint filed October 22, 1921 alleges that mentioned, plaintiff, as Edward mentioned, defendant, Case No. California in and for the County of Alameda entitled certain

(s) action for Grace in the Superior Court of the State of California by the following:

1- Outstanding right title or interest of certain mentioned as

Fee \$ 92.00

Number 532848
777/2

ALAMEDA COUNTY-EAST BAY TITLE INSURANCE COMPANY

of Oakland, California, a California corporation
herein called the Company, for a valuable consideration paid for this

POLICY OF TITLE INSURANCE

Does Hereby Insure

THE CITY OF SAN LEANDRO, a Municipal corporation,

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 **Eleven thousand and no/100 (11,000.00)** 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.

SCHEDULE A

On **August 18, 1955**
SCHEDULE C is vested in:

at **8:30** o'clock, **a.m.**, the title to the land described in

THE CITY OF SAN LEANDRO, a Municipal corporation.

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 the first page of this policy.

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.

SCHEDULES B (*Continued*) AND C

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:

1- Taxes for 1955-56 now a lien but not yet payable, nor determined as to amount. County Account No. 77A-655-90

2- The fact that the ownership of premises is restricted and does not include any rights of ingress or egress to or from the freeway from Oakland to San Jose, by reason of provisions in deed of record granting said freeway to the State of California from Tormey Estate Company, a corporation, dated October 28, 1943, recorded November 29, 1943 in Book 4340 OR page 29.

3- Covenants, conditions and restrictions until January 1, 1972, with no mortgage protection clause, as provided in the declaration of February 4, 1947 by Sterling Homes Co., et al, recorded February 6, 1947 in Book 5082 OR page 264, to which declaration and the record thereof, reference is made full particulars.

4- Building set-back line 20 feet from front lot line as provided in the declaration above referred to.

SCHEDULE C

Description of the land, title to which is insured by this policy:

All that lot of land situated in the City of San Leandro, County of Alameda, State of California, described as follows:

Lot 28 of Tract 777 according to the map thereof filed December 31, 1946 in the office of the County Recorder of said Alameda County, and of record in Map Book 22, pages 46, 47 and 48.

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. Notice of Actions or Claims to be Given by the Insured 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 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. Limitation of Action 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.

Option to Pay, Settle, or Compromise Claims 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 sub-

rogated 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 shall become 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. Indorsement of Payment on Policy 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 to 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.

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.

Definition of Terms 9. The following terms when used in this policy mean:

- (a) "named insured": the persons and corporations named as insured on the first page 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;
- (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.

Written Indorsement Required to Change Policy 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.

Notices: Where Sent 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 Oakland, California.

In Witness Whereof, Alameda County-East Bay Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers as of the day and hour set forth in SCHEDULE A hereof.

ALAMEDA COUNTY - EAST BAY TITLE INSURANCE COMPANY

Attest:

N. A. Behrendt

Assistant Secretary

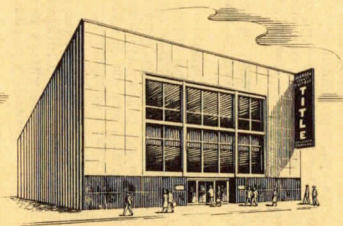
By

Stanley J. Smith

President

**ALAMEDA COUNTY
EAST BAY TITLE
INSURANCE COMPANY**

**POLICY OF
TITLE INSURANCE**



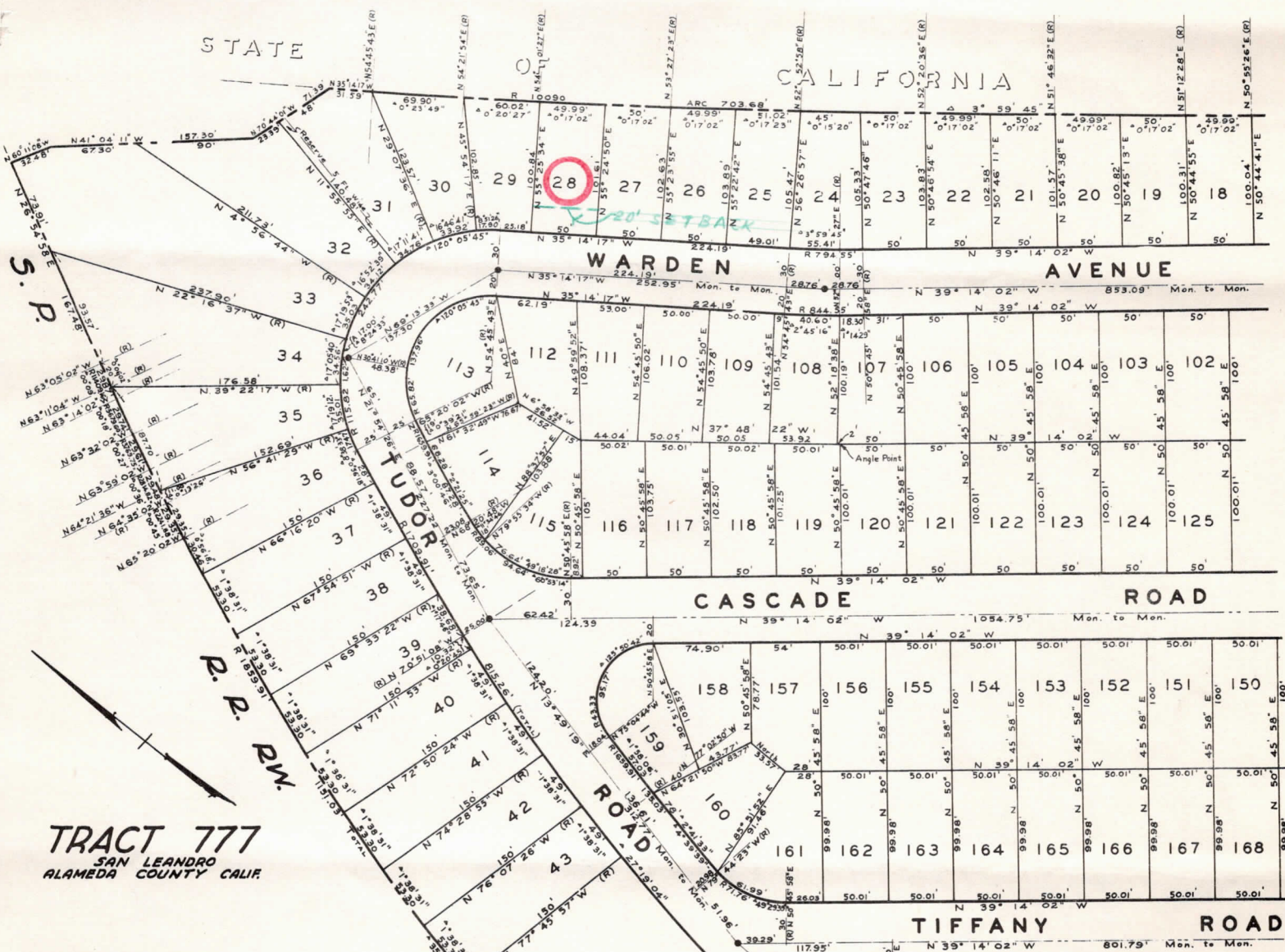
**MAIN OFFICE
1510 WEBSTER STREET
OAKLAND, CALIFORNIA**

**HAYWARD OFFICE
1165 A-STREET
HAYWARD, CALIFORNIA**

IN BUSINESS CONTINUOUSLY SINCE 1861

STATE

CALIFORNIA



TRACT 777
 SAN LEANDRO
 ALAMEDA COUNTY CALIF.

FILED DEC. 31, 1946
 MAP BOOK 22 AT PAGES 46 TO 48
 ALAMEDA COUNTY RECORDS.

Sheet 1 of 3

Furnished by
ALAMEDA COUNTY-EAST BAY
TITLE INSURANCE COMPANY
 1510 WEBSTER STREET
 OAKLAND 12, CALIFORNIA
 TWINGAKS 3-8100

This diagram is prepared from data appearing in the county records, but constitutes no part of any report or policy of title insurance to which it is attached; and the company does not insure against any differences in the location and dimensions delineated thereon that an accurate field survey of the real property may disclose.

FORM 86 20M H H ALAMEDA COUNTY - EAST BAY TITLE INSURANCE COMPANY

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LIBRARY

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