DOCUMENTARY Series 1953 UNITED STATES INTERNAL REVENUE 2.75 TWO DOLLARS AND SEVENTY-FIVE CENTS

AM49755

DEED

OMER HELMKAMP, also known as 54223 SL/1
OMER L. HELMKAMP and LORETTA E. HELMKAMP, his wife, hereby grant to the City of San Leandro, a municipal corporation, all that land situated in the City of San Leandro, County of Alameda, State of California, described as follows:

325

A portion of Lot H in Block 1, as said lot and block are shown on that certain map entitled, "Map of the Town of San Leandro, County Seat of Alameda County", filed February 27, 1855 in Book 1 of Maps, page 19, Records of Alameda County, California, more particularly described as follows:

Commencing at the southeast corner of said Block 1, said corner being also the point of intersection of the northwestern line of Davis Street with the southwestern line of East 14th Street; thence along the southeastern line of said Block 1 and said northwestern line of Davis Street south 62° 00' 00" west 175 feet; thence north 28° 00' 00" west 212.48 feet to the actual point of beginning, said point being on the northeastern line of said Lot H; thence south 42° 00' 00" west 42.57 feet; thence north 28° 00' 00" west to the north line of said Block 1; thence along the last mentioned line northeasterly to a line drawn north 28° 00' west from the actual point of beginning; thence south 28° 00' east to the actual point of beginning.

Dated: April 29, 1957.

Omer L. Helmkamp also known as
Omer Helmkamp
Loretta E. Helmkamp

STATE OF CALIFORNIA)
) ss.
COUNTY OF ALAMEDA)

On May 5, 1957, before me, John A. Deadrich III a Notary Public in and for the County of Alameda, State of California, personally appeared OMER L. HELMKAMP and LORETTA E. HELMKAMP, his wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.

AM49755

John A. Deadrich III
Notary Public in and for the County of Alameda, State of California.

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

MAY 17 1957
BOOK 8367 PAGE 503
OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
Thomas W. Fitzsimons
COUNTY RECORDER

325

D.H.

~~[illegible] 4[illegible]~~

Return to:

H H Burbank,
City Clerk
City Hall
San Leandro

74A
California Land Title Association
Standard Coverage Policy Form

Y

Helmkamp

Fee $ 39.50

Number 546223 SL/1

ALAMEDA COUNTY-EAST BAY TITLE INSURANCE COMPANY

A CORPORATION OF OAKLAND, CALIFORNIA

AND

TITLE INSURANCE AND TRUST COMPANY

A CORPORATION OF LOS ANGELES, CALIFORNIA

HEREIN CALLED THE COMPANIES, FOR A VALUABLE CONSIDERATION PAID FOR THIS

POLICY OF TITLE INSURANCE

Do Hereby Insure

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 Two thousand four hundred fifty-one and 40/100 (2,451.40) 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 May 17, 1957 at 8:30 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

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- General and Special County and City taxes for the year 1957-58 now a lien, but not yet payable, nor determined as to amount.

2- Any easement for water course over that portion of the herein described property lying within the lines of San Leandro Creek, and to any changes in the boundary lines of said property that have occurred or that may hereafter occur from natural causes and by imperceptible degrees.

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:

A portion of Lot H in Block 1, as said lot and block are shown on that certain map entitled, "Map of the Town of San Leandro, County Seat of Alameda County," filed February 27, 1855 in Book 1 of Maps, page 19, Records of Alameda County, California, more particularly described as follows:

Commencing at the southeast corner of said Block 1, said corner being also the point of intersection of the northwestern line of Davis Street with the southwestern line of East 14th Street; thence along the southeastern line of said Block 1 and said northwestern line of Davis Street south 62° 00' 00" west 175 feet; thence north 28° 00' 00" west 212.48 feet to the actual point of beginning, said point being on the northeastern line of said Lot H; thence south 42° 00' 00" west 42.57 feet; thence north 28° 00' 00" west to the north line of said Block 1; thence along the last mentioned line northeasterly to a line drawn north 28° 00' west from the actual point of beginning; thence south 28° 00' east to the actual point of beginning.

STIPULATIONS

Scope of Coverage 1. This policy does not insure against, and the Companies 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 Companies 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 Companies 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 Companies at their 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 Companies shall or may be liable by virtue of this policy, such insured shall notify the Companies thereof in writing. If such notice shall not be given to the Companies at least two days before the appearance day in any such litigation, or if such insured shall not, in writing, promptly notify the Companies 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 Companies as to each insured having such knowledge shall cease and terminate; provided, however, that failure to so notify the Companies shall in no case prejudice the claim of any insured unless the Companies shall be actually prejudiced by such failure. The Companies shall have the right to institute and prosecute any action or proceeding or do any other act which, in their 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 Companies to prosecute or defend any action or proceeding, the insured shall secure to them in writing the right to so prosecute or defend such action or proceeding, and all appeals therein, and permit them to use, at their option, the name of the insured for such purpose. Whenever requested by the Companies the insured shall assist the Companies 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 Companies, and the Companies shall reimburse the insured for any expense so incurred. The Companies shall be subrogated to and be entitled to all costs and attorneys' fees incurred or expended by the Companies, which may be recoverable by the insured in any litigation carried on by the Companies 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 Companies are liable under this policy shall be furnished to the Companies 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 Companies 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 Companies of such written statement.

Option to Pay, Settle, or Compromise Claims 4. The Companies reserve 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 Companies are obligated hereunder to pay, shall terminate all liability of the Companies hereunder, including all obligations of the Companies with respect to any litigation pending and subsequent costs thereof.

Subrogation Upon Payment or Settlement 5. Whenever the Companies shall have settled a claim under this policy, they 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 Companies 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 Companies such rights, securities, and remedies, and shall permit the Companies 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 Companies have 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 Companies are obligated hereunder to pay, in which case the Companies shall become the owners of, and such insured shall at once assign and transfer to the Companies, 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 Companies will pay, in addition to any loss insured against by this policy, all costs imposed upon the insured in litigation carried on by the Companies for the insured, and in litigation carried on by the insured with the written authorization of the Companies, but not otherwise. The liability of the Companies under this policy shall in no case exceed, in all, the actual loss of the insured and costs which the Companies are 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 Companies 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 each of the Companies.

Notices: Where Sent 11. All notices required to be given the Companies and any statement in writing required to be furnished the Companies shall be addressed to them at 1510 Webster Street, Oakland, California.

In Witness Whereof, each of the Companies 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.

TITLE INSURANCE AND TRUST COMPANY

By Ernest J. Loebbecke
PRESIDENT

Attest Wm. Blackburn
ASSISTANT SECRETARY

ALAMEDA COUNTY-EAST BAY TITLE INSURANCE COMPANY

By J. A. Fagundes
PRESIDENT

Attest M. A. Behrendt
ASSISTANT SECRETARY

TITLE SERVICES AVAILABLE
AT OFFICES OF
TITLE INSURANCE AND TRUST COMPANY

IN

CALIFORNIA

FRESNO COUNTY
1117 Van Ness Avenue, Fresno
1469 Belmont Avenue, Fresno

INYO-MONO COUNTIES
149 North Edwards Street, Independence

KERN COUNTY
17th and "I" Streets, Bakersfield
1331 Chester Avenue, Bakersfield

LOS ANGELES COUNTY
HOME OFFICE
433 South Spring Street, Los Angeles

126 West Third Street, Los Angeles
145 North Broadway, Los Angeles

ORANGE COUNTY
416 North Main Street, Santa Ana

SAN LUIS OBISPO COUNTY
777 Higuera Street, San Luis Obispo

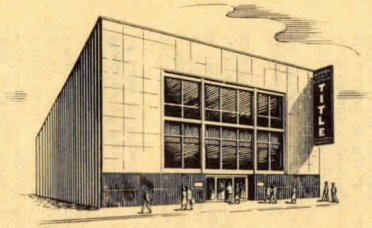
SANTA BARBARA COUNTY
36 East Figueroa Street, Santa Barbara

TULARE COUNTY
320 West Main Street, Visalia

VENTURA COUNTY
101 South Chestnut Street, Ventura

ALAMEDA COUNTY-EAST BAY TITLE INSURANCE COMPANY AND TITLE INSURANCE AND TRUST COMPANY

POLICY OF TITLE INSURANCE



ALAMEDA COUNTY-EAST BAY TITLE INSURANCE COMPANY

DATING BACK TO 1861

MAIN OFFICE
1510 WEBSTER STREET
OAKLAND, CALIFORNIA

HAYWARD OFFICE
1165 "A" STREET
HAYWARD, CALIFORNIA

HARVEY HANSON - OAKLAND

TITLE SERVICES ALSO AVAILABLE
THROUGH ASSOCIATE COMPANIES
IN

CALIFORNIA

IMPERIAL COUNTY
PIONEER TITLE INSURANCE AND TRUST COMPANY
600 Main Street, El Centro

RIVERSIDE COUNTY
RIVERSIDE TITLE COMPANY
3940 Main Street, Riverside

SAN BERNARDINO COUNTY
PIONEER TITLE INSURANCE AND TRUST COMPANY
HOME OFFICE
440 Court Street, San Bernardino

SAN DIEGO COUNTY
UNION TITLE INSURANCE AND TRUST COMPANY
1028 Second Avenue, San Diego

NEVADA

CLARK COUNTY

ESMERALDA COUNTY

LINCOLN COUNTY

NYE COUNTY

WHITE PINES COUNTY
PIONEER TITLE INSURANCE AND TRUST COMPANY
125 South Fourth Street, Las Vegas

WASHOE COUNTY
WASHOE COUNTY TITLE INSURANCE COMPANY
27 East First Street, Reno

OREGON
(19 Counties)

TITLE AND TRUST COMPANY
321 S. W. Fourth Avenue, Portland

WASHINGTON
(24 Counties)

WASHINGTON TITLE INSURANCE COMPANY
803 Second Avenue, Seattle

BOOK 8367 PAGE 504

IN THE CITY COUNCIL OF THE CITY OF SAN LEANDRO

RESOLUTION NO. 3229 C.M.S.

RESOLUTION ACCEPTING DEED
(Omer L. Helmkamp, et ux)

Whereas, there has been presented to this City Council a certain Deed dated April 29, 1957 to a parcel of land more fully described in said Deed to the same executed by Omer L. Helmkamp and Loretta E. Helmkamp, his wife, to the City of San Leandro, 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 hereby is accepted by said City of San Leandro.

Introduced by Councilman Swift and passed and adopted this 6th day of May, 1957, by the following called vote:

Ayes: Councilmen: Bellini, Frazier, Gill, Kant, Maltester, Swift, Knick (7)

Noes: Councilmen: None (0)

Absent: Councilmen: None (0)

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 Res. No. 3229 C.M.S. adopted at a meeting of said City Council on May 6, 1957, at San Leandro, California.

5/7/57

H. H. Burbank
City Clerk

5/6/57/ah

57-304

IN THE CITY COUNCIL OF THE CITY OF SAN LEANDRO

RESOLUTION NO. 3231 C.M.S. 5231

RESOLUTION APPROVING AGREEMENTS

Whereas, two certain agreements dated April 29, 1957 between the City of San Leandro and Omer L. Helmkamp, et ux, and between the City of San Leandro and Margaret Voyer, have been presented to this Council; and

Whereas, the City Manager has recommended that this City Council approve said contracts; and

Whereas, this City Council is familiar with the contents thereof;

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

That said contracts be and the same hereby are approved and the Mayor is hereby authorized and directed to execute each of said contracts on behalf of the City of San Leandro.

Introduced by Councilman Frazier and passed and adopted this 6th day of May, 1957, by the following called vote:

B-7-GK-M-S-K

Ayes: Councilmen: Bellini, Frazier, Gill, Kant, Maltester, Swift, Knick (7)

0 Noes: Councilmen: None (0)

0 Absent: Councilmen: None (0)

Thomas O. Knick
Mayor of the City of San Leandro

Attest:

H. H. Burbank
H. H. Burbank, City Clerk

4/29/57/ah

57 306

AGREEMENT

The City of San Leandro proposes to extend Hays Street from its present termination at San Leandro Creek northeasterly to East 14th Street. To that end, it is acquiring property from the undersigned Omer L. Helmkamp, et al. As a part of one over all transaction, and in consideration of the execution of a deed of even date herewith, whereby Omer L. Helmkamp, et al grant to the City of San Leandro certain property therein described, the City agrees that it will, without cost to grantor, pave, curb, and gutter said improvement. Thereafter, said improved street shall be held by the City of San Leandro subject to all the rights and obligations the City has for the maintenance of public streets generally.

In Witness Whereof, the parties hereto have executed this agreement this 29th day of April, 1957.

CITY OF SAN LEANDRO

By Thomas Shmidt
Mayor

Omer L. Helmkamp

Loretta E. Helmkamp

May 10, 1957

Alameda County-East Bay Title Insurance Company
1510 Webster Street
Oakland 12, California

Gentlemen:

Please refer to your Escrow No. 546223.

Enclosed you will find the following:

One certified copy of Resolution Accepting Deed of Omer L. Helmkamp and Loretta E. Helmkamp,
One certified copy of deed,
One City warrant in the amount of $2,451.40.

It is my understanding that seller's instructions have been given to you by Deadrich Realtors.

Upon recordation of deed and issuance of the policy of title insurance showing title vested in the City of San Leandro free and clear of all encumbrances, you are authorized to delivery this payment to the persons entitled thereto. Taxes are to be pro-rated as of date of recording of deed. Please have deed recorded and returned directly to the City Clerk, City Hall, San Leandro, California.

Very truly yours,

R. E. Lindahl,
Finance Officer

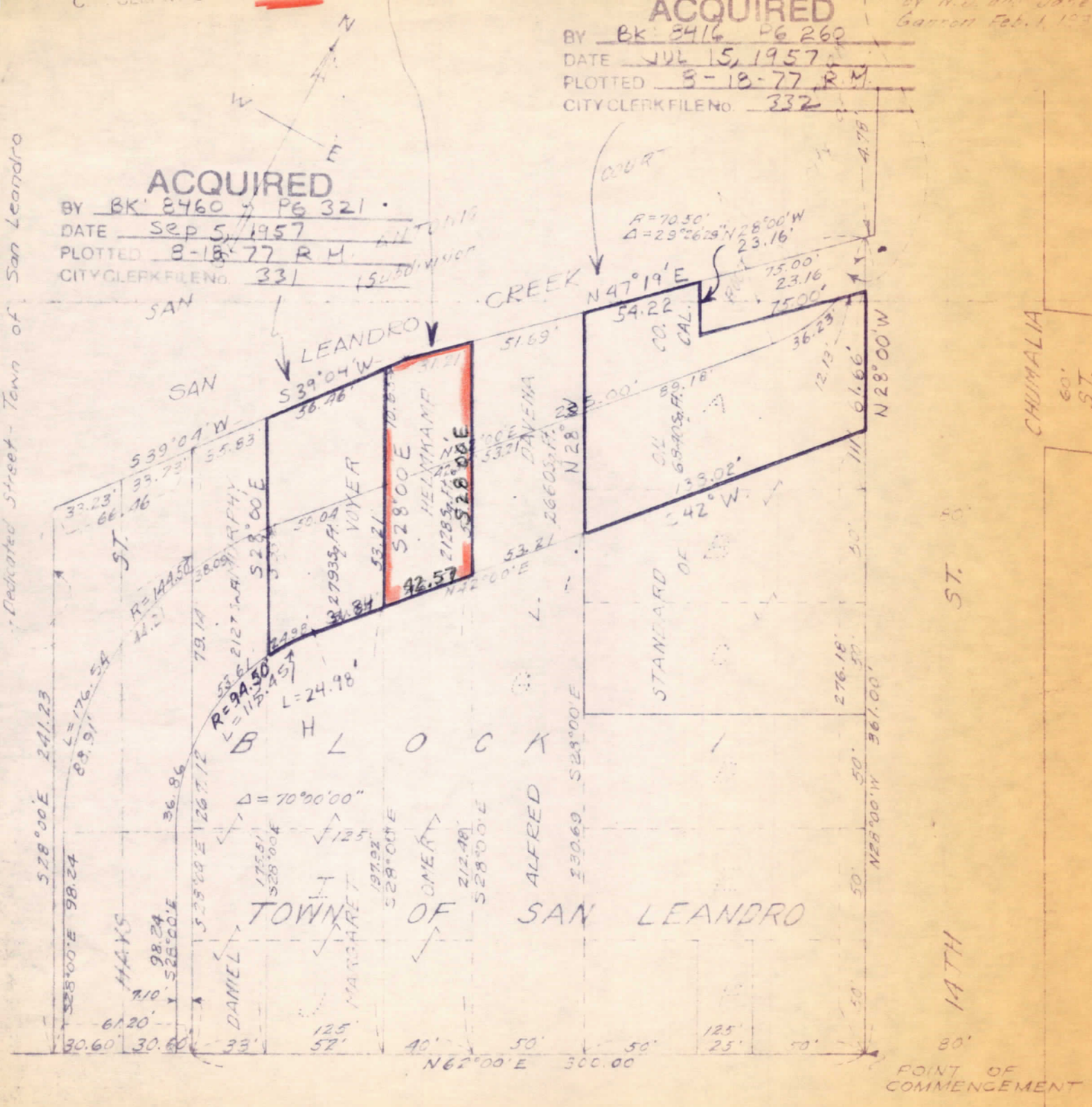
REL
Encl. 3
cc-Carden
Riordan
Burbank

325

ACQUIRED
BY Bk 8367 PG 503
DATE May 17, 1957
PLOTTED 8-19-77 R.M.
CITY CLERK FILE No. 325

ACQUIRED
BY Bk 8416 PG 260
DATE JUL 15, 1957
PLOTTED 8-18-77 R.M.
CITY CLERK FILE No. 332

ACQUIRED
BY BK 8460 PG 321
DATE Sep 5, 1957
PLOTTED 8-18-77 R.M.
CITY CLERK FILE No. 331



Parcel to be Acquired

Scale: 1" = 60'

CITY OF SAN LEANDRO
CALIFORNIA
ENGINEERING DEPARTMENT
PLAT
SHOWING
PARCELS REQUIRED
FOR
RIGHT-OF-WAY
HAYS STREET EXTENSION

DRAWN BY J.C.S. 9-14-55
CHECKED: D.M.F.
APV'D: H. Rieber

SHEET 1 OF 1
APPR BY:
RICHARD F. LOVEJOY
CITY ENGINEER
REG. C.E. NO. 6686
9/27/55
ENG 16A
CASE 1602

Revised 9-6-56 TR

MICROFILMED