

Deed

524673 SUI

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

a married man

DANIEL MURPHY MONEY MARKET ON PEXAMENTAL AND AND ADMINISTRATION OF THE PROPERTY OF THE

hereby

GRANT to the CITY OF SAN LEANDRO, a Municipal Corporation

326

all that real property situated in the

City of San Leandro, County of Alameda,

State of California, described as follows:

A portion of Hays Street and Lot H, Block 1, as said street, lot, and block are shown on the map entitled, "MAP OF THE TOWN OF SAN LEANDRO, COUNTY SEAT OF ALAMEDA COUNTY", filed February 27, 1855 in Book No. 1 of Maps, page 19, Records of Alameda County, California, more particularly described as follows:

Beginning at the southwest corner of said Block 1, being also the point of intersection of the northwest line of Davis Street with the northeast line of Hays Street, as shown on said map; thence north 28° 00' west 119.76 feet along the southwest line of said Block 1 to its intersection with a non-tangent curve concave to the east and having a radius of 93.60 feet, a radial line to this point bears south 720 220 12" west; thence northwesterly, northerly, and northeasterly 66.15 feet along said curve; thence north 280 00 west to the centerline of San Leandro Creek; thence southwesterly along the said centerline of San Leandro Creek to its intersection with the centerline of said Hays Street; thence south 280 000 east along the said centerline of Hays Street to its intersection with the prolongation of the said northwest line of Davis Street; thence north 62° 00° east 30.60 feet along said prolongation to the point of beginning, excepting the following described parcel of land which begins at the same point of beginning as the above described parcel of land; thence north 28° 00° west 119.76 feet to a point of cusp with a curve concave to the east and having a radius of 93.60 feet, a radial line to said point of cusp bears south 72° 22' 11" west; thence southwesterly 11.99 feet along said curve to a tangent line; thence south 24° 58' 16" east 108,00 feet along the said tangent line to the said prolongation of the northwest line of Davis Street; thence north 62° 00° east 7.10 feet along the last mentioned line to the point of beginning.

The first above described parcel of land contains 12,053.15 square feet, more or less. The second above described parcel of land contains 466.92 square feet, more or less.

DATED May 9, 1957

STATE OF CALIFORNIA & ss. COUNTY OF ALAMEDA & ss.

On May 13, 1957 before me, the undersigned a Notary Public in and for said County and State personally appeared

Daniel Murphy sendoMercicas Pockharologic

known to me to be the person whose name 18 subscribed to the within instrument, and acknowledged to me that he executed the same.

(SEAL)

Notar Public In and for said County and State.

When recorded mail to: City Clerk,

Address City Hall, San Leandro, California

Form 70 Appl. No. A/c A/c

Daniel Murphy

AM56913

FOR RECORDER'S USE ONLY

RECORDED at REQUEST OF Alameda County East Bay Title Ins. Co.

10:30 AM

JUN = 7 1957

ALAMEDA COUNTY, CALIFORNIA 326

DH

INDEXED

Deed

FROM

TO

Dated:

19

ALAMEDA COUNTY-EAST BAY TITLE INSURANCE COMPANY

> MAIN OFFICE 1510 WEBSTER STREET OAKLAND, CALIFORNIA

HAYWARD OFFICE 1165 A- STREET HAYWARD, CALIFORNIA

Number

# ALAMEDA COUNTY-EAST BAY TITLE INSURANCE COMP.

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 seventy-one and 78/100

(2,071.78)which the insured shall sustain by reason of: dollars,

- 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

June 7, 1957 On SCHEDULE C is vested in:

at 10:30

o'clock, a.m., the title to the land described 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 street purposes including the rights of other owners of Lots in the tract to usesaid property for such purposes.
- 3- Any easement for water course over that portion of the premises lying within the lines of San Leandro Creek, as shown on the Map herein referred to; and any change in the boundary lines thereof that has occurred or that may 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 Hays Street and Lot H in Block 1, as said street, lot and block are shown on the Map entitled, "Map of the Town of San Leandro, County Seat of Alameda County," filed February 27, 1855 in Book No. 1 of Maps, page 19, Records of Alameda County, California, more particularly described as follows:

Beginning at the southwest corner of said Block 1, being also the point of intersection of the northwest line of Davis Street with the northeast line of Hays Street, as shown on said Map; thence north 28° 00' west 119.76 feet along the southwest line of said Block 1 to its intersection with a non-tangent curve concave to the east and having a radius of 93.60 feet, a radial line to this point bears south 72° 22' 12" west; thence northwesterly, northerly, and northeasterly 66.15 feet along said curve; thence north 28° 00' west to center line of San Leandro Creek; thence southwesterly along the said center line of San Leandro Creek to its intersection with the center line of said Hays Street; thence south 28° 00' east along the said center line of Hays Street to its intersection with the prolongation of the said northwest line of Davis Street; thence north 62° 00' east 30.60 feet along said prolongation to the point of beginning, excepting the following described parcel of land which begins at the same point of beginning as the above described parcel of land; thence north 28° 00' west 119.76 feet to a point of cusp with a curve concave to the east and having a radius of 93.60 feet, a radial line to said point of cusp bears south 72° 22' 11" west; thence southwesterly 11.99 feet along said curve to a tangent line; thence south 24° 58' 16" east 108.00 feet along the said tangent line to the said prolongation of the northwest line of Davis Street; thence north 62° 00' east 7.10 feet along the last mentioned line to the point of beginning.

#### STIPULATIONS

Scope of 1. This policy does not insure against, and the Companies will not be liable Coverage 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. 2. The Companies at their own cost shall defend the insured in

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

Notice of Loss.

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 Claims

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

S. 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 be 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

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
of Loss to 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 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 9. The following terms when used in this policy mean:

of Terms (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
(f) "public records": those public records which under the recording laws impart

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
the Secretary, or an Assistant

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, 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.

n. a. Behrendt

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

Comes & Loebluke

PRESIDENT

Attest

ALAMEDA COUNTY-EAST BAY TITLE INSURANCE COMPANY

PRESIDENT

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 COUNTYEAST 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 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

HARVEY HANSON - DAKLAND

murphy Property

A portion of Mays Street and Lot H, Block 1, as said street, lot, and block are shown on the map entitled, "MAP OF THE TOWN OF SAN LEANERO COUNTY SEAT OF ALAMEDA COUNTY", filed February 27, 1855 in Book No. 1 of Maps, page 19, Records of Alameda County, California, more particularly described as follows:

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The first above described parcel of land contains 12,053.15 square feet, more or less.) The second above described parcel of land contains h66.92 square feet, more or less. +

Compiled: RGE Checked: JA 5/7/57 ic

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The first above described percel of land contains 12,053,15 square feet, more or less, the second above described percel of less ophisine bob. 92 square feet, more or less, t

Compdied: 202 Checked: JA 5/1/51



# IN THE CITY COUNCIL OF THE CITY OF SAN LEANDRO 3256 C.M.S. RESOLUTION NO.

# RESOLUTION ACCEPTING DEED (Daniel Murphy)

Whereas, there has been presented to this City Council a certain Deed dated May 9, 1957 to a parcel of land more fully described in said Deed to the same executed by Daniel Murphy 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.

Maltester Introduced by Councilman and passed and adopted this 20th day of May , 1957, by the following called vote:

Councilmen: Frazier, Gill, Kant, Maltester, Swift, Ayes: 6 0 Noes: Councilmen: None

D Absent: Councilmen: Bellini

Mayor of the City of San Leandro

Attest:

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. 3256 C.M.S. adopted at a meeting of said City Council on May 20, 1957, at San Leandro, California, arbans

5/21/57

City Clerk

5/17/57/ah

# AM56913

# IN THE CITY COUNCIL OF THE CITY OF SAN LEANDRO

C.M.S. RESOLUTION NO. 3275

# RESOLUTION APPROVING AGREEMENT (Daniel Murphy)

Whereas, a certain agreement dated May 9, 1957 between the City of San Leandro, a municipal corporation, and Daniel Murphy has been presented to this Council; and

Whereas, the City Manager has recommended that this City Council approve said contract; 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 contract be and the same hereby is approved and the Mayor is hereby authorized and directed to execute the same on behalf of the City of San Leandro.

Introduced by Councilman

and passed and

the City of San Leandro

adopted this 17th day of June , 1957, by the following called vote:

Councilmen: Bellini, Frazier, Gill, Maltester, Swift,

Knick (6)

O Noes:

Councilmen: None

(0)

Absent: Councilmen: Kent

(1)

Attest:

5/17/57/ah

IN THE CITY COUNCIL OF THE CITY OF SAW LEALING RESOLUTION APPROVING AGREGICALT

Whereas, a certain agreement dated May 9, 1957 between the City of San Leandro, a municipal corporation, and Daniel Murphy has been pre-sented to this Council; and

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Antroduced by Councilnen Gill and passed and salepted this 17th day of June , 1957, by the following estimal votes of Ayess Connectiment Sellini, Fresier, Gill, Melteever, Smilt, Enter (6)

Nosar Councilment Fore

(J

Attest

TATE, Bureans, of try Clara-

P/11/21/49

## 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 Daniel Murphy as a part of one over-all transaction and in consideration of the execution of a deed of even date herewith whereby Daniel Murphy grants 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 9th day of May, 1957.

CITY OF SAN LEANDRO

By Journohme

THE RESIDENCE THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PARTY OF THE PROPERTY OF THE

A SANDRO CR. 66.15 12:93. HAYS DAVIS STREET. N 620 B 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.

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

FORM 114 50M H H



creek \$ 500 Leandro (Including Shaded Area, Toking ine Proposed Surg \$28.00, E 508 Original Taking Street BLOCK Hays 5 466.92 Sq. Ft. Point of beginning CEXAL CULLER Plot showing additional for Hays st. Extension DAVIS Case 9-39 \$ Revised 5-7-57

