

RECEIV

AQ 100626

BOOK 9131 PAGE 119

SEP 14 1959

GRANT OF EASEMENT

Leland Heights

419

CITY OF SAN LEANDRO

BROOKS E. HINDES and DOROTHY J. HINDES, his wife, in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, hereby grant to the CITY OF SAN LEANDRO, a municipal corporation, hereinafter called "City", and its successors and assigns, an easement for the purpose and upon the conditions hereinafter set forth upon and along that certain strip of real property in the City of San Leandro, County of Alameda, State of California, described as follows:

A strip of land 10 feet wide across the below-described parcel lying 5 feet to each side of the below-described centerline or projection thereof.

Beginning at a point on the westerly line of that certain parcel of land in the Rancho San Leandro, City of San Leandro, Alameda County, California granted to Brooks E. and D. J. Hindes by deed recorded in Book 5988, Page 527, Official Records of Alameda County, California on January 12, 1950; said point of beginning being 186.90 feet northerly from the southwest corner of said parcel, measured along the westerly line thereof; thence from said point of beginning north 59° 13' 38" east 183.86 feet, more or less, to a point on the easterly line of said parcel which is 170.10 feet northerly from the southeast corner of said parcel, measured along the easterly line thereof.

Said easement is and shall be subject to each and all of the following provisions, conditions, and covenants to which the parties hereto mutually agree:

Said easement shall be used for the construction and maintenance of sanitary sewers. Work to be performed by the City shall be done in such a manner that possible damage to existing structures, paving or plants shall be minimized. The foregoing improvements shall not be removed if possible to avoid the same. Damage, if any, to said improvements, shall be repaired or the same replaced by the City to the same condition such improvements were in at the date of acquisition of the properties.

IN WITNESS WHEREOF, the grantors have executed this agreement this

26th day of *May*, 1959.

Brooks E. Hindes

Dorothy J. Hindes

This is to certify that the interest in real property conveyed by the deed or grant dated May 26, 1959, from Brooks E. Hindes and Dorothy J. Hindes to the City of San Leandro, a political corporation, is hereby accepted by order of the City Council of the City of San Leandro on December 16, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: August 4, 1959

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

NORTH AMERICAN TITLE GUAR. CORP.
 RECORDED AT REQUEST OF
 AT 2:30 P.M. AUG 24 1959
 Official Records of Alameda County, Calif.
 COUNTY RECORDER

AQ 100626
 BOOK 9131 PAGE 119

59 693

INDEXED

INDEXED
AQ 100626

When recorded mail to:

City Clerk
City Hall
San Leandro, California

CITY OF SAN LEANDRO

... and his wife, in consideration of the
... receipt of which is hereby acknowledged, hereby
grant to the CITY OF SAN LEANDRO, a municipal corporation, hereinafter
called "City", and its successors and assigns, an easement for the purpose
and upon the conditions hereinafter set forth upon and along that certain
strip of land...

... described as follows:
A strip of land 10 feet wide across the above-described parcel
...
beginning at a point on the westerly line of that certain parcel
of land in the San Leandro, City of San Leandro, Alameda
County, Alameda's granted to Brooks E. and H. J. Hinder by
deed recorded in Book 4088, Page 127, Official Records of Alameda
County, California on January 12, 1954; said point of beginning
being 118.00 feet northerly from the southwest corner of said
parcel, measured along the westerly line thereof; thence from
said point of beginning north 59° 13' 00" east 123.00 feet,
more or less, to a point on the easterly line of said parcel which
is 170.10 feet northerly from the southeast corner of said parcel,
measured along the easterly line thereof.

Said easement is and shall be subject to each and all of the following
provisions, conditions, covenants and restrictions:

1. This easement shall be used for the construction and maintenance of
sanitary sewers. Work to be performed by the City shall be done in such
a manner that possible damage to existing structures, paving or plants
shall be minimized. The foregoing improvements shall not be removed,
it remains to avoid the same, unless, in any, to said improvements,
shall be replaced by the same replaced by the City to the same condition
such improvements were in at the date of acquisition of the properties.
IN WITNESS WHEREOF, the Mayor has executed this agreement this
... day of ... 1954.



CA
100626
100626

Partial Reconveyance

This Indenture Witnesset :

Whereas, a portion of the indebtedness secured to be paid by a certain Deed of Trust executed by Brooks E. Hindes and Dorothy J. Hindes, DBA The Rainbow

of the City of San Leandro County of Alameda State of California, to UNION SECURITIES CORPORATION, as Trustee, dated December 2, 1955, and recorded in the office of the County Recorder of the Alameda County of Alameda State of California, in Liber 7879 of Official Records, at page 523, et seq., has been paid;

AK 137290

Now, Therefore, said UNION SECURITIES CORPORATION, Trustee, does hereby grant, remise, release and reconvey unto the PRESENT HOLDERS OF THE EQUITABLE TITLE OF SAID REAL PROPERTY, their heirs and assigns, without any warranty or implied covenant, all the estate and interest derived to said UNION SECURITIES CORPORATION by or through said Deed of Trust, in the following particularly described lands, (and none other), with the appurtenances, situate in the City of San Leandro County of Alameda, State of California, viz:—

"A strip of land 10 feet wide across the below-described parcel lying 5 feet to each side of the below-described centerline or projection thereof."

"Beginning at a point on the westerly line of that certain parcel of land in the Rancho San Leandro, City of San Leandro, Alameda County, California granted to Brooks E. Hindes and D. J. Hindes by deed recorded in Book 5988, Page 527, Official Records of Alameda County, California on January 12, 1950; said point of beginning being 186.90 feet northerly from the southwest corner of said parcel, measured along the westerly line thereof; thence from said point of beginning north 59° 13' 38" east 183.86 feet, more or less, to a point on the easterly line of said parcel which is 170.10 feet northerly from the southeast corner of said parcel, measured along the easterly line thereof."

AQ 100625

RECORDED AT REQUEST OF NORTH AMERICAN TITLE GUAR. CORP. AT 2:30 P M

AUG 24 1959

BOOK 9131 PAGE 115

OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA

Thomas K. Fitzgibbon County Recorder

280

being a portion of the lands described in the Deed of Trust hereinabove referred to;

To Have and to Hold the same, without any warranty or implied covenant, unto the said PRESENT HOLDERS OF THE EQUITABLE TITLE OF SAID REAL PROPERTY, their heirs and assigns forever.

In Witness Whereof, said UNION SECURITIES CORPORATION, by its officers duly authorized, has hereunto set its corporate name and seal this 19th day of August, 1959

UNION SECURITIES CORPORATION, Trustee.

By [Signature] Vice-President

By [Signature] Assistant Secretary



X5 79-123-15

336999ES

ss.

AQ 100625

On this 19th day of August, in the year of our Lord One Thousand
Nine Hundred and Fifty Nine, before me, Alice E. Lowrie
a Notary Public in and for said City & County of San Francisco, State of California, residing therein,
duly commissioned and sworn, personally appeared E. T. Peterson and D. S. Green

known to me to be the Vice-President and the Assistant Secretary respectively, of the Corporation described in
and that executed the within instrument, and also known to me to be the persons who executed it on behalf of
the Corporation therein named, and they acknowledged to me that such Corporation executed the same as
Trustee.

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

Alice E. Lowrie

Notary Public in and for said City & County of San Francisco, State of California.

My Commission expires May 23, 1960



AQ 100625

INDEXED

Deed of Reconveyance:

(PARTIAL)

UNION SECURITIES CORPORATION

TO
THE PRESENT HOLDERS OF THE
EQUITABLE TITLE OF THE REAL
PROPERTY DESCRIBED IN SAID
DEED OF TRUST.

Dated,, 19.....

Filed for Record at the Request of

on the day of

19....., at min. past o'clock

..... M., and recorded in Liber.....

of at page

..... records of the

County of

State of California.

Recorder

By Deputy Recorder.

When recorded return to
WELLS FARGO BANK
....., California

When recorded mail to:
City Hall
San Leandro, California

State of California
County of ✓

}SS



On This 13th day of August in the year One Thousand
Nine Hundred and Fifty-Nine before me Lillian Kerr
a Notary Public in and for the County of Alameda, State of California, residing
therein, duly commissioned and sworn, personally appeared
Leslie Harder and W. B. Wood,
Vice President and Assistant Vice President, respectively,

known to me to be the persons who executed the within instrument on behalf of the
corporation therein named, and acknowledged to me that such corporation executed
the same.

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, the day and
year in this certificate first above written.

CORPORATION ACKNOWLEDGEMENT
Manager or Officer

Form NF26X-3 PICA, Oakland, Calif.

336 929 ES

Lillian Kerr NOTARY PUBLIC
In and for said County of Alameda, State of California
My commission expires June 9, 1963.

X4 79-103-15

State of California
County of Alameda } SS

119100626

— ACKNOWLEDGMENT—General —

On this 06th day of May A. D. 1959 before me,
JOHN A. DEADRICH, III a Notary Public in and for the said
County and State, residing therein, duly commissioned and sworn, personally ap-
peared BROOKS E. HINDES and DOROTHY J. HINDES



known to me to be the persons whose name s are subscribed to the
within Instrument, and acknowledged to me that they executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal
the day and year in this Certificate first above written.

John A. Deadrach, III
Notary Public in and for said County and State of California

My Commission Expires December 17, 1959

X6

79-103-15

33692985

2
6

9
3

1

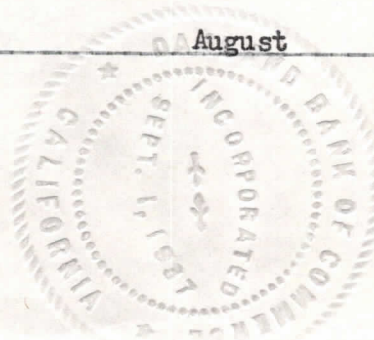
SUBORDINATION AGREEMENT
(TRUST DEED)

WHEREAS, on July 10, 1952, Brooks E. Hindes and Dorothy J. Hindes, his wife, as joint tenants executed a promissory note in sum of \$33,000.00 in favor of Oakland Bank of Commerce secured by a Deed of Trust recorded on July 11, 1952, in Book 6776, Page 167 of Official Records of the County Recorder of Alameda County, State of California, and

WHEREAS, Brooks E. Hindes and Dorothy J. Hindes, his wife the record owners of said real property have executed a Grant of Easement to the City of San Leandro for the construction and maintenance of sanitary sewers, dated May 26, 1959.

NOW, THEREFORE, Oakland Bank of Commerce, the owner and holder of the first above mentioned Deed of Trust and note, does hereby subordinate said Deed of Trust to the Grant of Easement to the City of San Leandro.

IN WITNESS WHEREOF, I have hereunto set my hand this 13th day of August, 1959.



OAKLAND BANK OF COMMERCE
by [Signature]
Vice President
by [Signature]
Asst. Vice President

BOOK 9131 PAGE 114

INDEXED
100624
200
RECORDED AT REQUEST OF NORTH AMERICAN TITLE GUAR. CORP.
AT 2:30 P. M. AUG 24 1959
Official Records of Alameda County, Calif.
COUNTY RECORDER

338829 88

When recorded mail to:
City Clerk
City Hall
San Leandro, California

111 1018

INVESTMENT MANAGEMENT
(TRUST DEED)

AG 100624
INDEXED

⊗ Venue

WHEREAS, on July 11, 1952, Brooks E. Hinds and Dorothy J. Hinds, his wife, as joint tenants executed a promissory note in sum of \$3,000.00 in favor of Oakland Bank of Commerce secured by a Deed of Trust recorded on July 11, 1952, in Book 6776, Page 147 of Official Records of the County Recorder of Alameda County, State of California, and

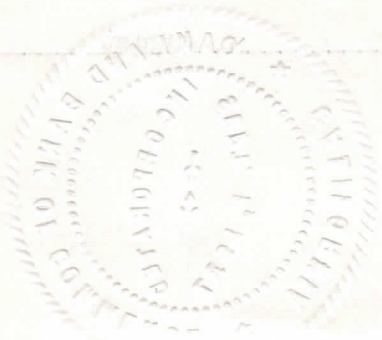
WHEREAS, Brooks E. Hinds and Dorothy J. Hinds, his wife and joint owners of said real property have executed a Deed of Easement to the City of San Leandro for the construction and maintenance of sanitary sewers, dated May 20, 1952, NOW, THEREFORE, Oakland Bank of Commerce, the owner and holder of the first above mentioned Deed of Trust and note, does hereby subordinate said Deed of Trust to the Deed of Easement to the City of San Leandro.

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of _____, 1952.

OAKLAND BANK OF COMMERCE

[Signature]
Vice President

[Signature]
Asst. Vice President



AG 100624
INDEXED

Policy of Title Insurance

No. A 57333

Issued by

North American Title Insurance Company

and

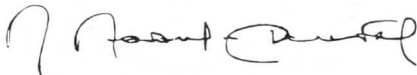
City Title Insurance Company

both California corporations and herein called the Companies, for a valuable consideration paid for this policy of title insurance, the number, date, and amount of which are shown in Schedule A, do hereby insure the parties named as Insured in Schedule A, 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 the amount stated in Schedule A which the insured shall sustain by reason of:

1. Title to the land described in Schedule A 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 and B and the Stipulations herein, all of which schedules and stipulations are hereby made a part of this policy.

In Witness Whereof, the Companies have caused their corporate names and seals to be hereunto affixed by their duly authorized officers on the date shown in Schedule A.

City Title Insurance Company



President.

North American Title Insurance Company



President.

Attest



Assistant Secretary for the Companies

SCHEDULE A

Amount \$ 460.00

Fee \$ 52.50

Policy No. A 57333
Application No. 336929

Policy Date August 24, 1959 at 2:30 P.M.

INSURED

CITY OF SAN LEANDRO

1. The title to said land is, at the date hereof, vested in:

CITY OF SAN LEANDRO, a municipal corporation.

2. Description of land in the State of California, County of Alameda, City of San Leandro, title to which is insured by this policy:

A strip of land 10 feet wide across the below-described parcel lying 5 feet to each side of the below-described centerline or projection thereof:

BEGINNING at a point on the westerly line of that certain parcel of land in the Rancho San Leandro, City of San Leandro, Alameda County, California, granted to Brooks E. and D.J. Hinds by Deed recorded in Book 5988, page 527, Official Records of Alameda County, California, on January 12, 1950; said point of beginning being 186.90 feet northerly from the southwest corner of said parcel, measured along the westerly line thereof; thence from said point of beginning north 59° 13'38" east 183.86 feet, more or less, to a point on the easterly line of said parcel which is 170.10 feet northerly from the southeast corner of said parcel, measured along the easterly line thereof.

001
002
003
004

005
006
007
008

009

010

011
012
013
014
015
016
017
018
019
020
021
022
023
024
025
026
027
028
029
030
031
032
033
034
035
036
037
038
039
040
041
042
043
044
045
046
047
048
049
050
051
052
053
054
055
056
057
058
059
060
061
062
063
064
065
066
067
068
069
070
071
072
073
074
075
076
077
078
079
080
081
082
083
084
085
086
087
088
089
090
091
092
093
094
095
096
097
098
099
100

101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200

201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300

301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400

401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500

501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600

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.

Part One: This part of Schedule B refers to matters which, if any such exists, 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 restriction, regulations or prohibitions.

Part Two: This part of Schedule B shows liens, encumbrances, defects and other matters affecting title to said land or to which said title is subject:

1. Taxes for the fiscal year 1959-60, which became a lien on the first Monday in March but are not yet due and payable the amounts thereof not having been determined.
2. A Deed of Trust dated July 10, 1952 executed by Brooks E. Hinds and Dorothy J. Hinds, his wife, as joint tenants, to A.S. Weaver and James L. Watters, Trustees, to secure an indebtedness of \$33,000.00 in favor of Oakland Bank of Commerce, and any other amounts payable under the terms thereof; recorded July 11, 1952 in Book 6776, page 167, of Official Records. (Covers this and other property)

In Book 8324, page 243, Official Records, is the record on March 28, 1957 of an instrument substituting Oakland Commerce Corporation as Trustee under said Deed of Trust.

Said Deed of Trust provides for acceleration upon a sale or transfer of said land.

Said Deed of Trust was subordinated to the Grant of Easement to the City of San Leandro, by instrument dated August 13, 1959 and recorded August 24, 1959 under Recorder's Series AQ/100624.

... (faint, illegible text) ...

... (faint, illegible text) ...

... (faint, illegible text) ...

... (faint, illegible text) ...

STIPULATIONS

1. SCOPE OF COVERAGE

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.

2. DEFENSE OF ACTIONS. NOTICE OF ACTIONS OR CLAIMS TO BE GIVEN BY THE INSURED

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.

3. NOTICE OF LOSS. LIMITATION OF ACTION

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.

4. OPTION TO PAY, SETTLE, OR COMPROMISE CLAIMS

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.

5. SUBROGATION UPON PAYMENT OR SETTLEMENT

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.

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

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 owner 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.

7. PAYMENT OF LOSS AND COSTS OF LITIGATION. INDORSEMENT OF PAYMENT ON POLICY

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.

8. MANNER OF PAYMENT OF LOSS TO INSURED

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.

9. DEFINITION OF TERMS

The following terms when used in this policy mean: (a) "named insured": the persons and corporations named as insured in Schedule A 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 A 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 A and improvements affixed thereto which by law constitute real property; (d) "date": the exact day, hour and minute specified in Schedule A as "Policy Date" (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. WRITTEN INDORSEMENT REQUIRED TO CHANGE POLICY

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 Companies.

11. NOTICES, WHERE SENT

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 360 - 14th Street, Oakland, California.

12. FEE

The fee specified in Schedule A is the total charge for Title Insurance including charges for Title Search and Examination.

North American Title Guaranty Corporation



Alameda Division

360 Fourteenth Street
Oakland, California

Policy of Title Insurance

Issued by

North American Title Insurance Company

and

City Title Insurance Company

North American Title Insurance Company

AFFILIATED OFFICES

Alameda County

North American Title Guaranty Corporation,
Alameda Division
360 - 14th Street, Oakland
TEmplebar 6-4772

10440 MacArthur Blvd., Oakland
LOckhaven 9-1965

2140 Center Street, Berkeley
THornwall 5-3823

24123 Mission Blvd., Hayward
JEfferson 7-1852

Contra Costa County

North American Title Guaranty Corporation,
Contra Costa Division
4505 Macdonald Avenue, Richmond
BEacon 2-3915

1816 Contra Costa Highway, Concord
MULberry 5-4436

Fresno County

North American Title Company
Fresno Division
1004 North Van Ness Avenue, Fresno
AMherst 6-0461

Kern County

Kern County Title Company
1401 Chester Avenue, Bakersfield
FAirview 7-3061

Sacramento County

North American Title Guaranty Corporation,
Sacramento Division
915 - 21st Street, Sacramento
GIbert 2-0405

2845 Marconi Avenue, Sacramento
IVanhoe 9-3625

3235 Fair Oaks Blvd., Carmichael
IVanhoe 3-5517

August 5, 1959

North American Title Guaranty Corp.
10440 MacArthur Blvd.
Oakland, California

Attention Mr. M. Brown

Gentlemen:

Please refer to your Search #335417 et al dated July 16, 1958.

Enclosed are the following:

Certified copy of Grant of Easement from Brooks E. Hindes and
Dorothy J. Hindes, with certification of H. H. Burbank, City
Clerk, accepting grant.
Option from Brooks E. Hindes and Dorothy J. Hindes.
City's check in the amount of \$460.00

Upon obtaining release from any mortgage holders, recordation of the
Grant of Easement and issuance of a policy of title insurance showing
easement vested in the City of San Leandro free and clear of all encum-
brances, you are authorized to deliver this payment to the persons
entitled thereto.

Please have Grant of Easement recorded and returned directly to the
City Clerk, City Hall, San Leandro, California.

Very truly yours,

R. N. Lindahl
Finance Officer

RNL:rp
Encl. 3
cc: Carden
Riordan
Burbank

STATION
STATION
STATION
STATION
STATION

STATION OFFICE
STATION

STATION

STATION STATION STATION STATION STATION
STATION STATION STATION STATION STATION

STATION STATION STATION STATION STATION
STATION STATION STATION STATION STATION
STATION STATION STATION STATION STATION
STATION STATION STATION STATION STATION

STATION STATION STATION STATION STATION
STATION STATION STATION STATION STATION
STATION STATION STATION STATION STATION
STATION STATION STATION STATION STATION

STATION STATION STATION STATION STATION

STATION STATION STATION STATION STATION

STATION STATION STATION STATION STATION

STATION STATION STATION STATION STATION

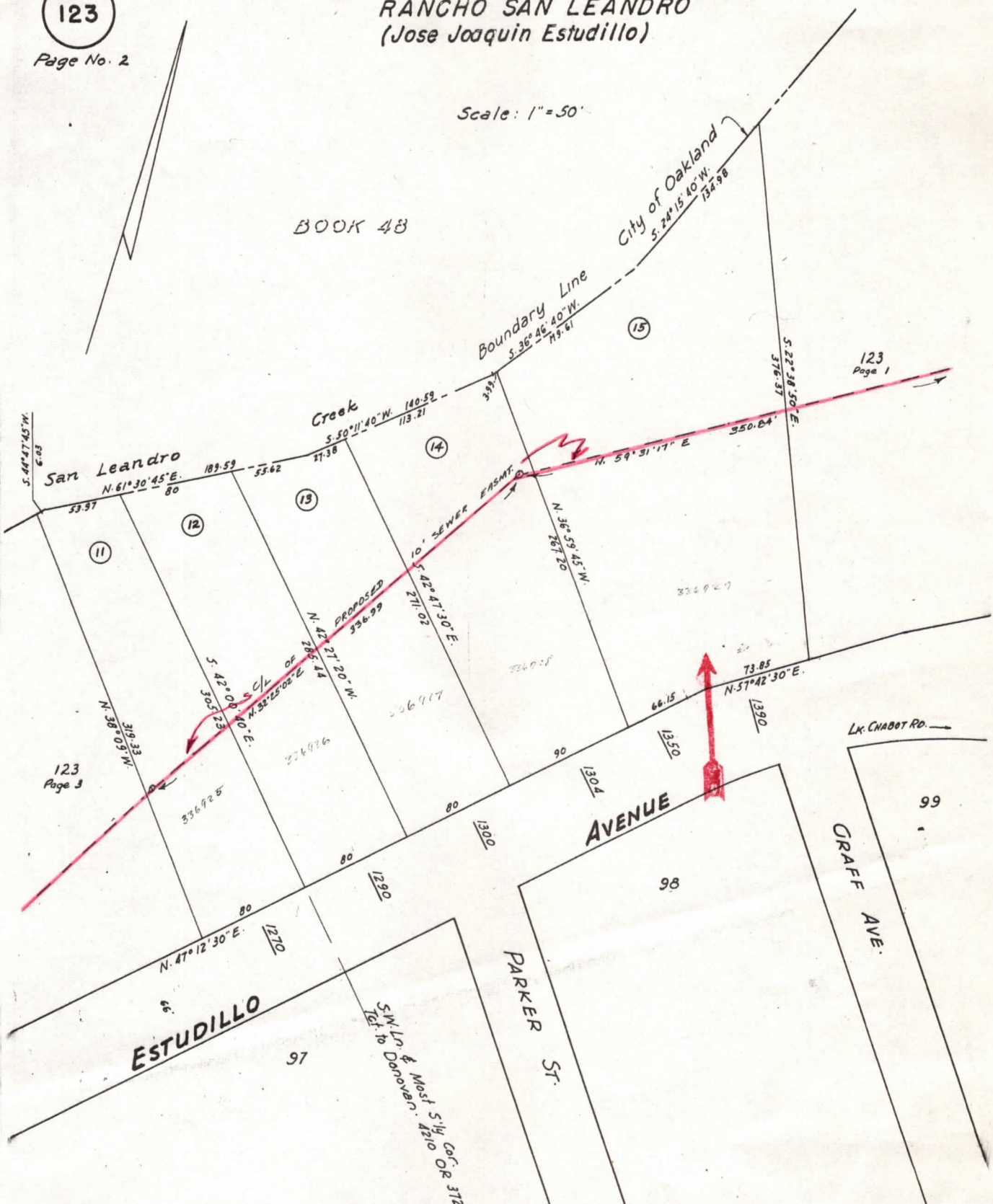
STATION STATION STATION STATION STATION
STATION STATION STATION STATION STATION
STATION STATION STATION STATION STATION

STATION STATION STATION STATION STATION

RANCHO SAN LEANDRO
(Jose Joaquin Estudillo)

Scale: 1" = 50'

BOOK 48



123
Page 3

123
Page 1

*CIRCLED NUMBERS ARE NOT FILED MAP LOT NUMBERS.
(THEY ARE COUNTY ASSESSOR'S ARBITRARY PARCEL NUMBERS.)

THIS IS NOT A SURVEY BUT IS COMPILED FOR INFORMATION ONLY FROM DATA SHOWN BY OFFICIAL RECORDS

NORTH AMERICAN TITLE INSURANCE COMPANY

NOVIN AMERICAN DIT INGENEER COMPANY

THIS IS NOT A SURVEY BUT IS CONSIDERED AS INFORMATION ONLY IN CONNECTION WITH THE SURVEY

THESE ARE NOT TO BE USED AS A BASIS FOR ANY OTHER SURVEY OR FOR ANY OTHER PURPOSE



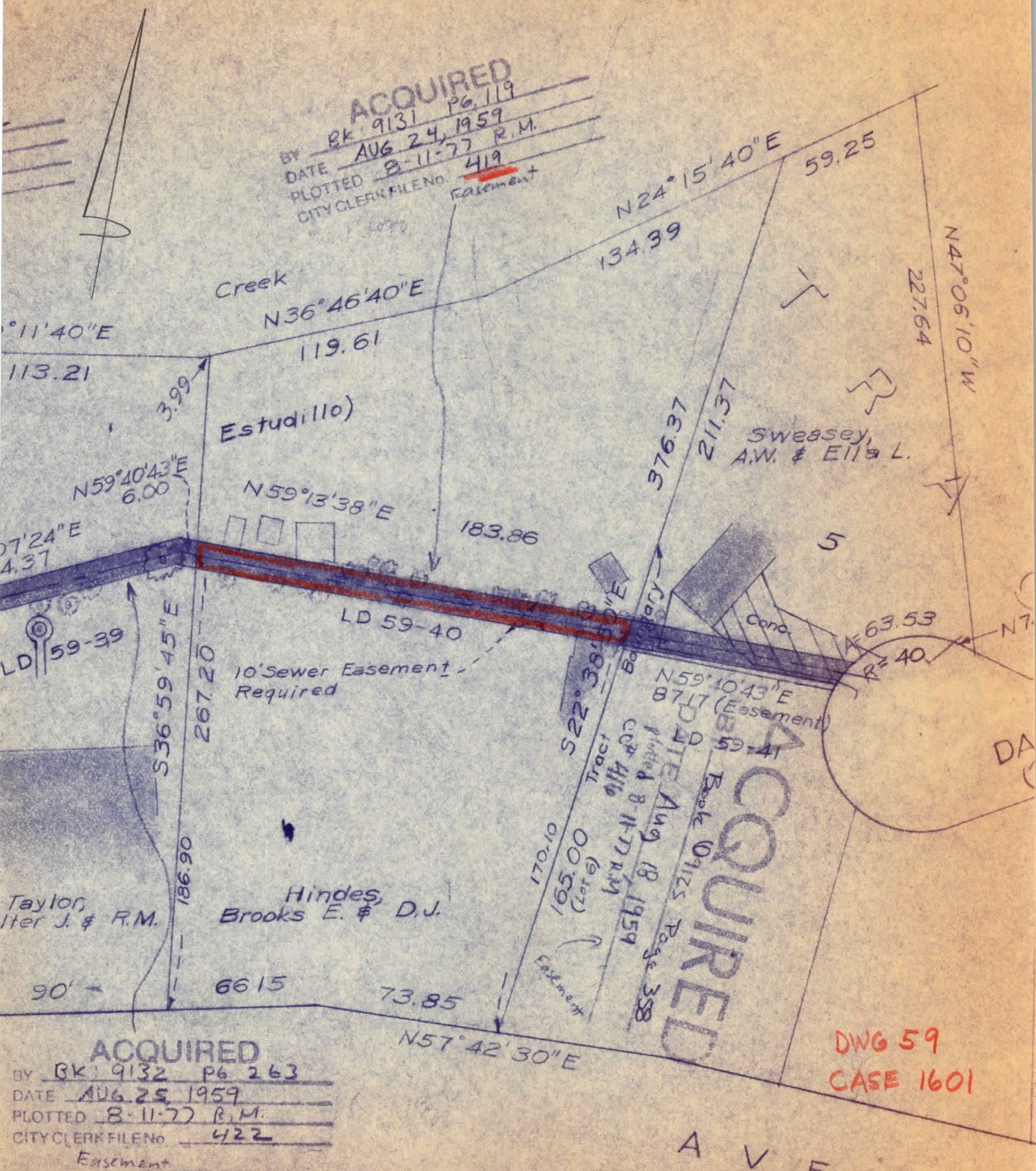
153

ORANGE VALLEY RANCHO

AT 10 AM 1900

419

ACQUIRED
 BY BK 9131 Pg. 119
 DATE AUG 24, 1959
 PLOTTED 8-11-77 R.M.
 CITY CLERK FILE NO. 419
 Easement



ACQUIRED
 BY BK 9132 Pg. 263
 DATE AUG 25, 1959
 PLOTTED 8-11-77 R.M.
 CITY CLERK FILE NO. 422
 Easement

DWG 59
 CASE 1601

A V E N U E