

H. GORDON HAUSCHILDT and EVA HAUSCHILDT, 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, 417 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 portion of Lot 3, Block D, Tract 848, City of San Leandro, Alameda County, California, more particularly described as follows:

Commencing at the most southwesterly corner of the aforesaid Lot 3; thence N. 61° 35' E. 53.23 ft. along the southeast line of said Lot 3 to the ACTUAL POINT OF BEGINNING of the parcel to be described; thence continuing along the said southeast line of Lot 3 for 10.00 ft; thence N. 28° 25' W. 5.00 ft.; thence S. 61° 35' W. 10.00 ft.; thence S. 28° 25' E. 5.00 ft. to the point of beginning.

The map of the above-mentioned Tract 848 was filed in the Office of the Recorder of Alameda County, California, on March 29, 1948 in Book 27 of Maps, pages 65 and 66, Records of Alameda County.

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 25 day of May, 1959.

H. G. Hauschildt

Eva Hauschildt

This is to certify that the interest in real property conveyed by the deed or grant dated May 25, 1959, from H. G. Hauschildt and Eva Hauschildt 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

AQ98280

RECORDED AT REQUEST OF NORTH-AMERICAN TITLE GUAR. CORP.

AT 2:30 P.M.

AUG 13 1959
Official Record of Alameda County, Calif.

Donna K. Williams, COUNTY RECORDER

BOOK 9125 PAGE 341

280

50
601

Handwritten notes and signatures at the top of the page.



IN WITNESS WHEREOF, the signatory have executed this agreement this
 acquisition of the properties.
 to the same condition such improvements were in at the date of
 improvements, shall be repaired or the same replaced by the City
 removed, if possible to avoid the same. Damage, if any, to said
 plants shall be minimized. The foregoing improvements shall not be
 such a manner that possible damage to existing structures, paving or
 sanitary sewers. Work to be performed by the City shall be done in
 said easement shall be used for the construction and maintenance of
 mutually agree:
 provisions, conditions, and covenants to which the parties hereto

records of Alameda County.
 on March 29, 1948 in Book 24 of Maps, Pages 43 and 44,
 the Office of the Recorder of Alameda County, California,
 the map of the above-mentioned tract was filed in
 22.11 2.00 ft. to the point of beginning.
 2.00 ft.; thence S. 81° 32' W. 10.00 ft.; thence S. 32°
 southeast; thence of lot 3 for 10.00 ft.; thence N. 54° 53'
 back to be described; thence continuing along the said
 line of said lot 3 to the POINT OF BEGINNING of the
 lot 3; thence N. 81° 32' E. 22.23 ft. along the southeast
 corner of the most southerly corner of the aforesaid
 follows:
 Alameda County, California, more particularly described as
 a portion of lot 3, block 4, tract 323, City of San Leandro,

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

Attention: R. N. Lindahl, Finance Officer
 City of San Leandro
 San Leandro, California

When recorded mail to:

INDEXED
 A098280

County of ALAMEDA

SS

ACKNOWLEDGMENT—General—

On this 25th day of May A. D. 1969 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

H. G. Hauschildt and Eva Hauschildt

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. Deadrich, III
Notary Public in and for said County and State of California
My Commission Expires December 17, 1969



5
6

5
6

Policy of Title Insurance

No. A 57185

Issued by

North American Title Insurance Company

and

City Title Insurance Company

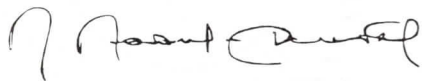
both California corporations and herein called the Companies, for a valuable consideration paid for this policy of title insurance, the number, date, and amount of which are shown in Schedule A, do hereby insure the parties named as Insured in Schedule A, together with the persons and corporations included 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.


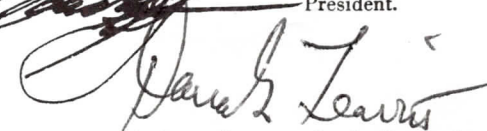
In Witness Whereof, the Companies have caused their corporate names and seals to be hereunto affixed by their duly authorized officers on the date shown in Schedule A.

City Title Insurance Company



President.

North American Title Insurance Company



Assistant Secretary for the Companies

President.

Attest

SCHEDULE A

Amount \$ 50.00

Fee \$ 52.50

Policy No. A 57185

Application No. 335417

Policy Date August 18, 1959 at 2:30 P.M.

I N S U R E D

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 portion of Lot 3, Block D, Tract 848, City of San Leandro, Alameda County, California, according to the map thereof, more particularly described as follows:

COMMENCING at the most southwesterly corner of the aforesaid Lot 3; thence N. 61°35' E. 53.23 ft. along the southeast line of said Lot 3 to the actual point of beginning of the parcel to be described; thence continuing along the said southeast line of Lot 3 for 10.00 ft; thence N. 28°25' W. 5.00 ft; thence S. 61°35' W. 10.00 ft; thence S. 28°25' E. 5.00 ft. to the point of beginning.

The map of the above-mentioned Tract 848 was filed in the Office of the Recorder of Alameda County, California, on March 29, 1948 in Book 27 of Maps, pages 65 and 66, Records of Alameda County.

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. An easement for electrical purposes over a portion of said Tract as disclosed by an endorsement on the filed map. (no specific location given).
3. Covenants, conditions and restrictions with no express provision for forfeiture or reversion of title in the event of violation and not containing a mortgagee protection clause extending to January 1, 1980, with provision for further extension, as contained in Declaration executed by Lebrun Inc., recorded January 15, 1949 in Book 5533, page 13, Official Records; and as modified by instrument recorded in Book 5703, page 299, Official Records.

The covenants, conditions and restrictions referred to above do include restrictions upon the sale or occupancy of the land described herein, on the basis of race, color or creed.

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 H. Gordon Hauschildt
and Eva Hauschildt, with certification of H. H. Burbank,
City Clerk, accepting grant.
Option from H. Gordon Hauschildt and Eva Hauschildt.
City's check in the amount of \$50.00.

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
encumbrances, 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 ✓

Удмурт Р. 1020

ASSESSOR'S MAP 79

TRACT 848

Code Area Nos.

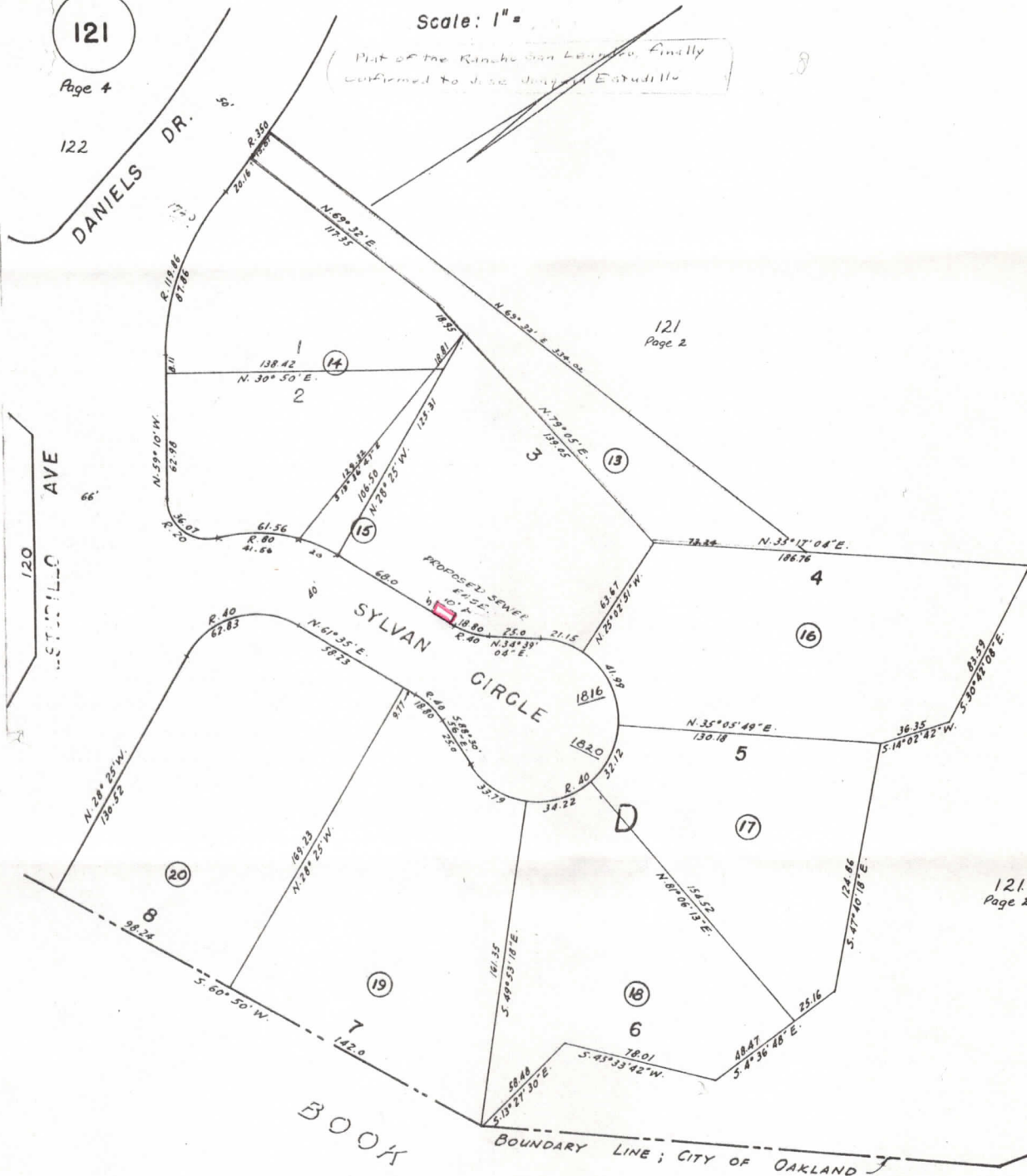
121

Page 4

122

Scale: 1" =

Plat of the Rancho San Lorenzo, finally confirmed to Jose Donato Estradillo



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

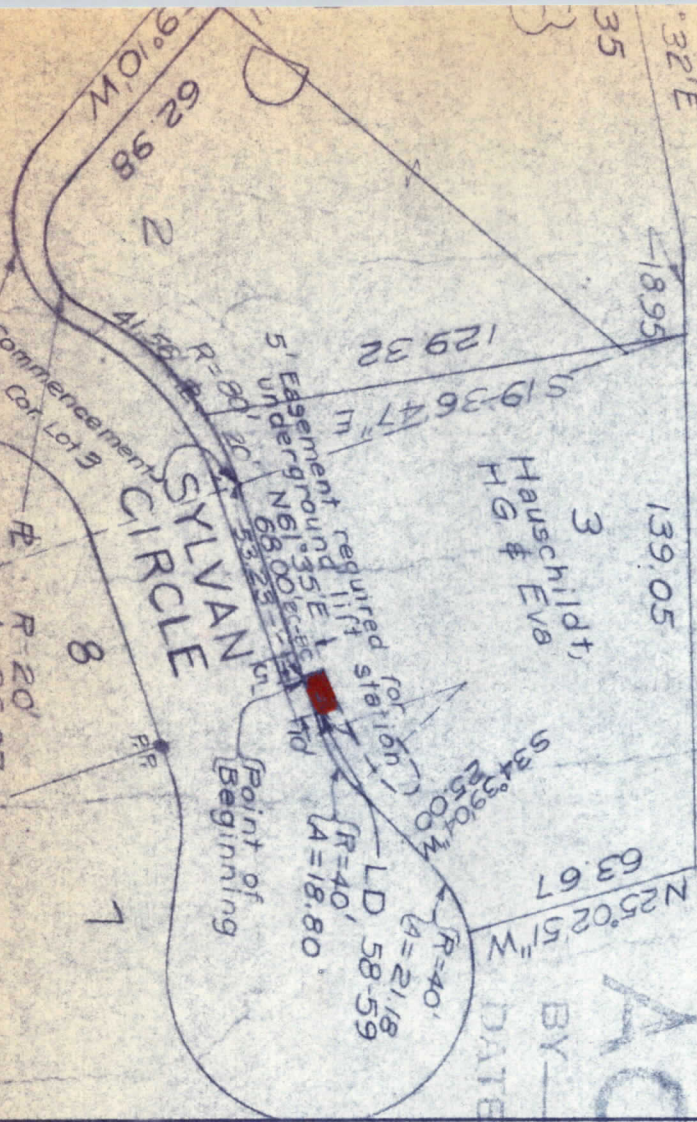
THIS IS NOT A SURVEY BUT IS COMPILED FOR INFORMATION ONLY FROM DATA SHOWN BY OFFICIAL RECORDS

NORTH AMERICAN TITLE INSURANCE COMPANY

ESTUDILLO
AVE.

Point of Commencement
Southwesterly Cor. Lot 9

Curb: $R=31.50$
 $L=56.81$
 $R=20'$
 $A=36.07$
 $\Delta=103^\circ 20' 14''$ (both curves)



Point of Beginning

$R=40'$
 $A=21.18$
 $LD=58.59$
 $A=18.80$

ACQUIRED
BY Book 9125 Pg 341
DATE 8-18-59

Note: City of San Leandro Legal Description numbers for Easement Parcels are indicated thus: LD 58-40.