

RECORDING REQUESTED BY

AX147629

AND WHEN RECORDED MAIL TO

RE:1627 IM:692

RECORDED at REQUEST OF
Title Insurance & Trust Co.
At 9:30 A.M.

582

2

OCT 26 1965

OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
JACK G. BLUE
COUNTY RECORDER

DH

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Name The City of San Leandro
Street Office of the City Manager
Address City Hall
City & State San Leandro, California

606865
TR 547
LOT 16

AFFIX I.R.S. \$..NONE.....IN THIS SPACE

MAIL TAX STATEMENTS TO RETURN ADDRESS ABOVE.

Grant Deed

TO 405 C

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

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

HARRY T. SAUER AND WILHELMINA C. SAUER, his wife

hereby GRANT(S) to

THE CITY OF SAN LEANDRO, a municipal corporation

the following described real property in the City of San Leandro
County of Alameda, State of California:

LOT 16 of Tract 547, according to the map thereof, filed May 20, 1939,
in book 29 of Maps, page 42, in the office of the County Recorder of
Alameda County.

Dated October 21, 1965

Harry T. Sauer
Wilhelmina C. Sauer

STATE OF CALIFORNIA }
COUNTY OF Alameda } SS.

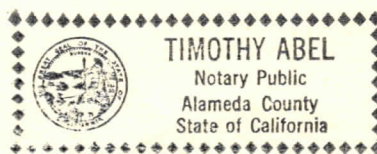
On October 21, 1965 before me, the under-
signed, a Notary Public in and for said State, personally appeared
Harry T. Sauer and
Wilhelmina C. Sauer

_____, known to me
to be the person S whose name S subscribed to the within
instrument and acknowledged that they executed the same.
WITNESS my hand and official seal.

Signature

Timothy Abel

Name (Typed or Printed)



(This area for official notarial seal)

Title Order No. _____ Escrow or Loan No. _____

File 582
APN 770-1468-2



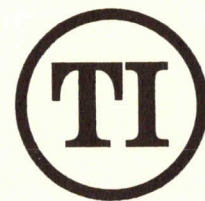
GRANT DEED



Title Insurance
and
Trust Company

COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL

GRANT DEED



Title Insurance
and
Trust Company

COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL



AX147629

RE:1627 IM:693

AX147629

This is to certify that the interest in real property conveyed by Deed or Grant, dated October 21, 1965, from Harry T. Sauer and Wilhelmina C. Sauer, his wife to the City of San Leandro, a municipal corporation, is hereby accepted on behalf of the City Council of the City of San Leandro, pursuant to authority conferred by Resolution of the City Council adopted on June 19, 1961, and the grantee consents to recordation thereof by its duly authorized officer.

Dated:


R. H. West, City Clerk of the City of San Leandro

O P T I O N

In consideration of TEN AND NO/100 ----- (\$ 10.00) DOLLARS,
The receipt whereof is hereby acknowledged, I hereby give to The CITY OF SAN
LEANDRO, a Municipal Corporation -----, hereinafter referred
to as Optionee, *for a period of 10 days J.H.T. Sauer W.C.S.* the option of buying, for the full price of FORTY TWO THOUSAND
ONE HUNDRED AND NO/100 ----- (\$ 42,100.00) DOLLARS,
the following described real property situated in the City of San Leandro, --
County of Alameda --, State of California, and more particularly
described as follows, to wit: Lot 16 of Tract 547, according to the map thereof,
filed May 20, 1939, in Book 29 of maps, page 42, in the office of the County
Recorder of Alameda County. -----
Optionor to surrender possession of premises on or before November 1, 1965.

Optionee shall have the right to close this application at any time within
90 days -- from date hereof, and I agree to execute and deliver to
Optionee, or to any one named by Optionee, a good and sufficient Grant Deed. On
execution of said deed I am to be paid the further sum of FORTY TWO THOUSAND --
NINETY AND NO/100 ----- (\$ 42,090.00) DOLLARS, in full payment
of the purchase price of said real property; but if said option is not closed
within 90 days -- from date hereof, I am to retain the said sum of
TEN AND NO/100 ----- (\$ 10.00) DOLLARS, so paid as aforesaid, as liquidated
damages. If said Option is closed within the said 90 days --, the
amount paid as aforesaid is to be applied towards the purchase price. Time is
of the essence of this contract.

Dated this 29 day of July, 1965.

Harry T. Sauer
Wilhelmina C. Sauer

State of California) ss
County of Alameda)

On this 29 day of July, 1965, before me, the undersigned Notary
Public, personally appeared

HARRY T. SAUER and WILHELMINA C. SAUER

known to me to be the persons described in and whose names are subscribed
to and who executed the within instrument and acknowledged to me that they
executed the same.

[Signature]
Notary Public in and for said County and
State

My Commission Expires: April 25, 1966

File 582
APN 770-1468-2

RECORDED BY VANCE'S COUNTY

ONE HUNDRED AND NO/100

IN CORRELATION OF JEN AND MOJOO



POLICY OF TITLE INSURANCE

ISSUED BY

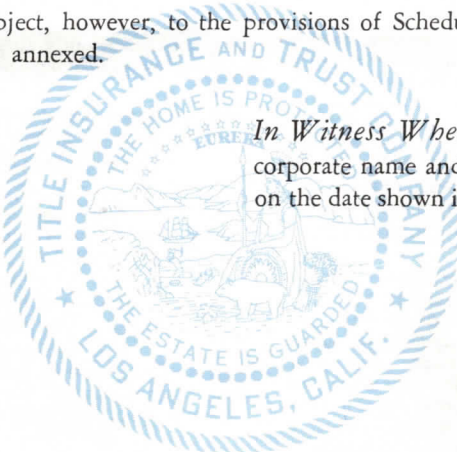
Title Insurance and Trust Company

Title Insurance and Trust Company, a California corporation, herein called the Company, for a valuable consideration paid for this policy, the number, the effective date, and amount of which are shown in Schedule A, hereby insures the parties named as Insured in Schedule A, the heirs, devisees, personal representatives of such Insured, or if a corporation, its successors by dissolution, merger or consolidation, against loss or damage not exceeding the amount stated in Schedule A, together with costs, attorneys' fees and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

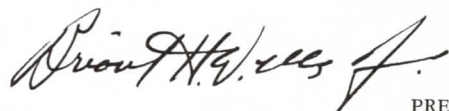
1. Any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule C, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage in Schedule B or in the Conditions and Stipulations; or
2. Unmarketability of such title; or
3. Any defect in the execution of any mortgage shown in Schedule B securing an indebtedness, the owner of which is named as an Insured in Schedule A, but only insofar as such defect affects the lien or charge of said mortgage upon the estate or interest referred to in this policy; or
4. Priority over said mortgage, at the date hereof, of any lien or encumbrance not shown or referred to in Schedule B, or excluded from coverage in the Conditions and Stipulations, said mortgage being shown in Schedule B in the order of its priority;

all subject, however, to the provisions of Schedules A, B and C and to the Conditions and Stipulations hereto annexed.

In Witness Whereof, Title Insurance and Trust Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.



Title Insurance and Trust Company

by  PRESIDENT

Attest  SECRETARY

File 582

APN 770-1468-2

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "land": the land described, specifically or by reference, in Schedule C and improvements affixed thereto which by law constitute real property;

(b) "public records": those records which impart constructive notice of matters relating to said land;

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to the Insured by reason of any public records;

(d) "date": the effective date;

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument; and

(f) "insured": the party or parties named as Insured, and if the owner of the indebtedness secured by a mortgage shown in Schedule B is named as an Insured in Schedule A, the Insured shall include (1) each successor in interest in ownership of such indebtedness, (2) any such owner who acquires the estate or interest referred to in this policy by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, and (3) any federal agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not, subject otherwise to the provisions hereof.

2. BENEFITS AFTER ACQUISITION OF TITLE

If an insured owner of the indebtedness secured by a mortgage described in Schedule B acquires said estate or interest, or any part thereof, by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, or any part thereof, or if a federal agency or instrumentality acquires said estate or interest, or any part thereof, as a consequence of an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by a mortgage covered by this policy, or any part thereof, this policy shall continue in force in favor of such Insured, agency or instrumentality, subject to all of the conditions and stipulations hereof.

3. EXCLUSIONS FROM THE COVERAGE OF THIS POLICY

This policy does not insure against loss or damage by reasons of the following:

(a) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions, or location of any improvement now or hereafter erected on said land, or prohibiting a separation in ownership or a reduction in the dimensions or area of any lot or parcel of land.

(b) Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records at the date hereof.

(c) Title to any property beyond the lines of the land expressly described in Schedule C, or title to streets, roads, avenues, lanes, ways or waterways on which

such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless this policy specifically provides that such property, rights or easements are insured, except that if the land abuts upon one or more physically open streets or highways this policy insures the ordinary rights of abutting owners for access to one of such streets or highways, unless otherwise excepted or excluded herein.

(d) Defects, liens, encumbrances, adverse claims against the title as insured or other matters (1) created, suffered, assumed or agreed to by the Insured claiming loss or damage; or (2) known to the Insured Claimant either at the date of this policy or at the date such Insured Claimant acquired an estate or interest insured by this policy and not shown by the public records, unless disclosure thereof in writing by the Insured shall have been made to the Company prior to the date of this policy; or (3) resulting in no loss to the Insured Claimant; or (4) attaching or created subsequent to the date hereof.

(e) Loss or damage which would not have been sustained if the Insured were a purchaser or encumbrancer for value without knowledge.

4. DEFENSE AND PROSECUTION OF ACTIONS — NOTICE OF CLAIM TO BE GIVEN BY THE INSURED

(a) The Company, at its own cost and without undue delay shall provide (1) for the defense of the Insured in all litigation consisting of actions or proceedings commenced against the Insured, or defenses, restraining orders, or injunctions interposed against a foreclosure or sale of the mortgage and indebtedness covered by this policy or a sale of the estate or interest in said land; or (2) for such action as may be appropriate to establish the title of the estate or interest or the lien of the mortgage as insured, which litigation or action in any of such events is founded upon an alleged defect, lien or encumbrance insured against by this policy, and may pursue any litigation to final determination in the court of last resort.

(b) In case any such action or proceeding shall be begun, or defense interposed, or in case knowledge shall come to the Insured of any claim of title or interest which is adverse to the title of the estate or interest or lien of the mortgage as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, or if the Insured shall in good faith contract to sell the indebtedness secured by a mortgage covered by this policy, or, if an Insured in good faith leases or contracts to sell, lease or mortgage the same, or if the successful bidder at a foreclosure sale under a mortgage covered by this policy refuses to purchase and in any such event the title to said estate or interest is rejected as unmarketable, the Insured shall notify the Company thereof in writing. If such notice shall not be given to the Company within ten days of the receipt of process or pleadings or if the Insured shall not, in writing, promptly notify the Company of any de-

fect, lien or encumbrance insured against which shall come to the knowledge of the Insured, or if the Insured shall not, in writing, promptly notify the Company of any such rejection by reason of claimed unmarketability of title, then all liability of the Company in regard to the subject matter of such action, proceeding or matter shall cease and terminate; provided, however, that failure to notify shall in no case prejudice the claim of any Insured unless the Company shall be actually prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish the title of the estate or interest or the lien of the mortgage as insured; and the Company may take any appropriate action under the terms of this policy whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision of this policy.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the Insured shall secure to it the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose. Whenever requested by the Company the Insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse the Insured for any expense so incurred.

5. NOTICE OF LOSS — LIMITATION OF ACTION

In addition to the notices required under paragraph 4(b), a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Insured under this policy until thirty days after such statement shall have been furnished, and no recovery shall be had by the Insured under this policy unless action shall be commenced thereon within five years after expiration of said thirty day period. Failure to furnish such statement of loss or damage, or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Insured of any action under this policy.

6. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Insured any claim insured against or to pay the full amount of this policy, or, in case loss is claimed under this policy by the owner of the indebtedness secured by a mortgage covered by this policy, the Company shall have the option to purchase said indebtedness; such purchase, payment or tender of payment of

SCHEDULE A

nn
Amount \$ 42,100.00
Effective Date October 26, 1965
at 9:30 A.M.
INSURED
Premium \$ 266.00
Policy No. 606865
Tract 547
(16)

THE CITY OF SAN LEANDRO

1. Title to the estate or interest covered by this policy at the date hereof is vested in:

THE CITY OF SAN LEANDRO
a municipal corporation

2. The estate or interest in the land described or referred to in Schedule C covered by this policy is a fee.

SCHEDULE B

This policy does not insure against loss or damage by reason of the following:

PART I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. 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.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

File 582

APN 770-1468-2

SCHEDULE B — (*Continued*)

PART II

1. 1965-66 County and City taxes now a lien.
2. Set back lines, as shown on the filed map.
3. Covenants, conditions and restrictions, until January 1, 1965
contained in the instrument:
By: Aylmer E. Pelton and Dorothy M. Pelton, his wife
Recorded: May 20, 1939
Book 3744 O.R., page 488.

Said instrument has been modified by an instrument:
Recorded: July 14, 1939
Book 3783 O.R., page 332.

Said instrument contains a mortgage protection clause.

SCHEDULE C

The land referred to in this policy is described as follows:

Real property in the City of San Leandro, County
of Alameda, State of California.

Lot 16 of Tract 547, according to the map thereof,
filed May 20, 1939, in book 29 of Maps, page 42, in the
office of the County Recorder of Alameda County.

The undersigned, **AYLMER E. PELTON** and **Dorothy M. Pelton**, his wife, hereby certify that they are the owners of the property included within the blue lines shown upon the map shown hereon entitled, "TRACT 547, EDEN TOWNSHIP, ALAMEDA COUNTY, CALIFORNIA," etc., consisting of one (1) sheet only, that they have caused said map to be prepared for record and do consent to the making and filing thereof, that said map particularly sets forth and describes all of the lots intended for sale by number and their precise length and width, that said map also particularly sets forth and describes all parcels of land reserved for public purposes by their boundaries, courses and extent, that all said parcels of ground so reserved for public purposes are intended for the uses and purposes of public highways and said parcels are designated upon said map as 148TH AVENUE and PANIS STREET.

And the undersigned, **AYLMER E. PELTON** and **Dorothy M. Pelton**, his wife, hereby designate all of the ground lying within the blue lines upon the above map to the public, for the uses and purposes of public highways.

In WITNESS WHEREOF the undersigned, **AYLMER E. PELTON** and **DOROTHY M. PELTON** his wife, have hereunto set their hands and affixed my official seal this 16th day of May, A.D. 1939.

AYLMER E. PELTON and **Dorothy M. Pelton**, his wife, owners,
State of California } ss
County of Alameda } ss
On the 5th day of May, 1939, in the year of our Lord One Thousand Nine Hundred Thirty-Nine, before me, John J. Wier, a Notary Public in and for said County and State, residing therein, and duly commissioned and sworn, personally appeared **AYLMER E. PELTON** and **Dorothy M. Pelton**, his wife known to me to be the persons who executed the within and foregoing instrument, and they acknowledged to me that they executed the same.

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

NOTARIAL SEAL
John J. Wier, Notary Public in and for said County of Alameda, State of California.

The undersigned, **CORPORATION OF AMERICA**, a corporation, **TRUSTEE**, and **CENTRAL BANK**, a California corporation, beneficiary, under that certain deed in trust dated April 27th, 1934, and recorded May 3, 1939, under Recorder's Series K-K-22273 in the office of the County Recorder of Alameda County, State of California, hereby consents to the making and filing of the above and foregoing map and joins in the offer to dedicate as public highways or streets, 148TH AVENUE and PANIS STREET as said highways are shown within the blue lines of said map.

In WITNESS WHEREOF, said **CORPORATION OF AMERICA**, a corporation, **TRUSTEE**, has caused its corporate name to be hereunto subscribed by its Vice-President, thereunto duly authorized and its corporate seal to be hereunto affixed this 5th day of May, A.D. 1939, and said **CENTRAL BANK**, a California corporation, as beneficiary, has caused its corporate name to be hereunto subscribed by its Vice-President and Assistant Secretary, thereunto duly authorized and its corporate seal to be hereunto affixed this 5th day of May, A.D. 1939.

CORPORATION OF AMERICA, a corporation, **TRUSTEE**,
By **W. E. BACON**, Vice President
CENTRAL BANK, a California corporation, beneficiary,
By **W. E. BACON**, Vice President, and **H. SANDERS**, Assistant Secretary

On this 5th day of May, 1939, in the year of our Lord One Thousand Nine Hundred and Thirty-Nine, before me, **JOHN J. WIER**, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **E. C. PETERSEN**, known to me to be the Vice President of **CORPORATION OF AMERICA**, a corporation, **TRUSTEE**, the corporation that executed the foregoing certificate and the person who executed the said certificate on behalf of said **CORPORATION OF AMERICA**, one of the corporations therein named, and acknowledged to me that such corporation executed the same as **TRUSTEE**, and also personally appeared **E. C. PETERSEN**, known to me to be the Vice-President and **H. SANDERS**, known to me to be the Assistant Secretary of the **CENTRAL BANK**, a California corporation, beneficiary, the corporation that executed the said certificate on behalf of the latter Bank, one of the corporations 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 of my office, in the County and State aforesaid, the day and year in this certificate first above written.

NOTARIAL SEAL
John J. Wier, Notary Public in and for said County of Alameda, State of California.

STATE OF CALIFORNIA } ss
COUNTY OF ALAMEDA } ss
I, **G. F. WIER**, County Clerk and Ex-officio Clerk of the Board of Supervisors of the County of Alameda, State of California, do hereby certify that the herein embodied map entitled "TRACT 547, EDEN TOWNSHIP, ALAMEDA COUNTY, CALIFORNIA," etc., consisting of one sheet only, this certificate being on said one sheet, was presented to said Board of Supervisors at a regular meeting thereof held on the 16th day of May, A.D. 1939, and that said Board of Supervisors did thereupon by Resolution No. 22273, do duly pass and adopted a resolution approving said map and approving the use of the same as public highways or streets, and that said map is hereby approved for public use in conformity with the terms of the offer of dedication.

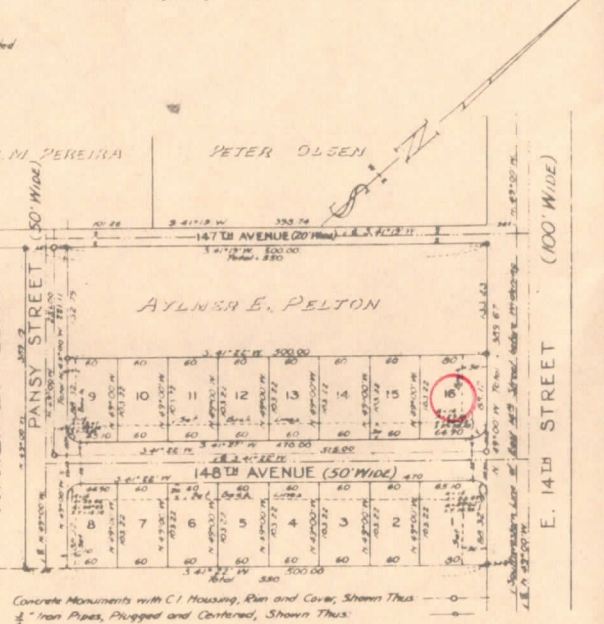
I further certify that a bond in the sum of \$100,000, with sufficient surety as is required by law, was executed and filed with said Board of Supervisors, which was made to secure to the benefit of the County of Alameda, State of California, and conditional upon the payment of all State County taxes and all special assessments collected as taxes, which at the time said map is recorded was a lien against said property or any part thereof, but not yet payable and was duly approved by said Board in said amount and the same.

In WITNESS WHEREOF, I have hereunto set my hand this 16th day of May, A.D. 1939.

JOHN J. WIER, County Clerk and Ex-officio Clerk of the Board of Supervisors, County of Alameda, State of California.

TRACT 547, EDEN TOWNSHIP, ALAMEDA COUNTY, CALIFORNIA.

EDW. K. HUSSEY ENGINEERING CORPORATION Oakland, California.
Consulting Engineers. Scale One-Inch=100 Feet



Concrete Monuments with C.I. Housing, Run and Cover, Shown Thus
1/2" Iron Pipes, Plugged and Centered, Shown Thus

sheet only, this certificate being upon said sheet, was presented to the said County Planning Commission, as approved by said County Planning Commission and regularly adopted at a meeting of said County Planning Commission held on the 16th day of May, A.D. 1939, said County Planning Commission did approve said map.

In WITNESS WHEREOF, I have hereunto set my hand this 16th day of May, A.D. 1939.

W. E. BACON, Secretary of the County Planning Commission of Alameda County, State of California.

"TRACT 547, EDEN TOWNSHIP, ALAMEDA COUNTY, CALIFORNIA," etc., is a subdivision into lots and blocks of a portion of that certain 17.51 Acre Tract of land described in that certain conveyance by Allen H. Phillips to James Owens by deed dated October 15, 1888 and recorded October 21, 1888, in Book 2 of Deeds of Page 30 in the office of the County Recorder of Alameda County, State of California, and said Tract of land is described in that certain Deed to Aylmer E. Pelton dated February 15, 1939 and recorded March 4, 1939, in Series K-K-10617 or Volume 3752 of Official Records, of page 120, made by Alameda Hays and J. Hays, her husband, Alameda County Records.

I, the undersigned, **EDW. K. HUSSEY**, do hereby certify that I am the registered Civil Engineer responsible for the survey from which the herein embodied map entitled "TRACT 547, EDEN TOWNSHIP, ALAMEDA COUNTY, CALIFORNIA," etc., consisting of one sheet only, this certificate being on said sheet, has been prepared and that I am responsible for said final map, that the date of said survey is April, 1939 and was made under my direction, that the said survey is true and complete as shown, that the monuments are of the character and occupy the positions indicated on this map and are sufficient to locate the same, and that the survey is made in accordance with the provisions of the Civil Engineer's Act.

In WITNESS WHEREOF, I have hereunto set my hand this 16th day of May, A.D. 1939.

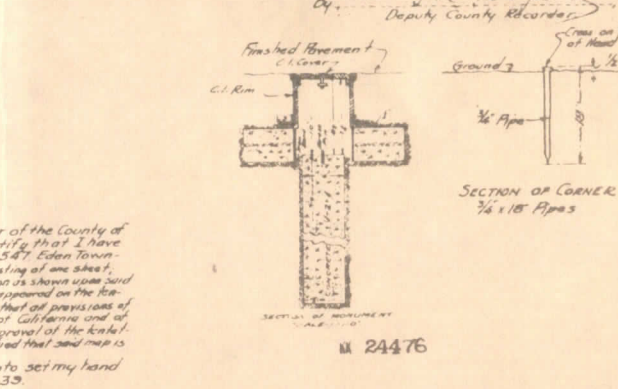
EDW. K. HUSSEY, State Registered Civil Engineer, No. 577

STATE OF CALIFORNIA } ss
COUNTY OF ALAMEDA } ss
I, **G. W. BACON**, County Recorder of the County of Alameda, State of California, do hereby certify that I have examined this final map entitled "TRACT 547, EDEN TOWNSHIP, ALAMEDA COUNTY, CALIFORNIA," etc., consisting of one sheet, and a volume presented by the subdivisor as per letter of title made by Alameda County Title Insurance Company, relative to the recordation thereof, and after such examination I deem that said map complies in all respects with the provisions of Chapter 670, Statutes of 1937, known as the "Subdivision Map Act" and subdivision regulations appearing of record in my office, and adopted pursuant thereto, and I hereby accept said map for recordation.

In WITNESS WHEREOF, I have hereunto set my hand this 16th day of May, A.D. 1939.

G. W. BACON, County Recorder in and for the County of Alameda, State of California.

By **W. E. BACON**, Deputy County Recorder.



FILED AT THE REQUEST OF **Alameda County East Bay Title Insurance Company**, on the 16th day of May, A.D. 1939, at 11:00 A.M., in the Office of the County Recorder of Alameda County, State of California.

W. E. BACON, County Recorder of Alameda County, California.

By **W. E. BACON**, Deputy County Recorder.

One Sheet Only

582

FILED MAY 20, 1939

Book 29 Page 42

OFFICE OF THE
CITY MANAGER



CITY OF SAN LEANDRO

CITY HALL - 835 EAST 14TH STREET
SAN LEANDRO, CALIFORNIA

August 6, 1965

Title Insurance & Trust Company
105 Parrott Street
San Leandro, California

Gentlemen:

Please refer to your escrow #606865, dated April 13, 1964, Harry T. and Wilhelmina C. Sauer.

Enclosed are the following: a City warrant in the amount of \$42,090.00, an option describing the property to be conveyed, and a signed but undated certificate of authorization by the City Clerk accepting the deed on behalf of the City. Full price of the property being taken is \$42,100 -- \$10.00 having been paid to the owners at the time of taking the option.

Will you please prepare a deed describing the optioned property, conveying title from Harry T. and Wilhelmina C. Sauer to the City of San Leandro, a Municipal Corporation. Taxes are to be prorated as of the date of recording the deed. By separate copy of this letter I am requesting the present owners to contact you to sign the deed. Upon recordation of the deed and issuance of the policy of title insurance, showing title vested in the City free and clear of all liens and encumbrances, you are authorized to deliver payment to the persons entitled thereto. We will accept the property subject to exception number five as shown on the preliminary title report (easement for public utility purposes). We would like to have this escrow closed on the last day of the option, which would be approximately October 30.

Please have the deed recorded and returned to the City Manager's Office, City Hall, San Leandro, California. Please make a note of this last instruction on the back of the deed. Also, send title insurance and closing statement to the City Manager's Office.

If you have any questions, please contact me.

Very truly yours,

A handwritten signature in dark ink, appearing to read "L. E. Riordan".

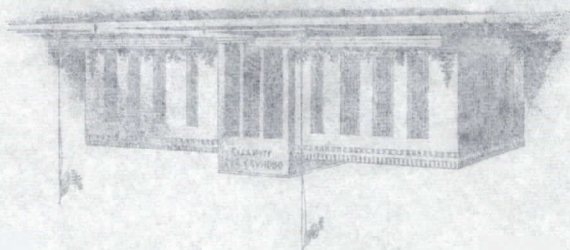
L. E. Riordan
Assistant City Manager

LER:eh

Encl.

cc: H. T. and W. C. Sauer

✓ City Clerk
City Attorney
Finance Office



THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA

On motion of Supervisor _____, Seconded by Supervisor _____,
and approved by the following vote,
Ayes: Supervisors _____
Noes: Supervisors _____
Excused or Absent: Supervisors _____

THE FOLLOWING RESOLUTION WAS ADOPTED: CANCEL TAXES NUMBER 121847

WHEREAS, this Board is in receipt of the following communication:

TO: BOARD OF SUPERVISORS, ATTENTION: JACK K. POOL
FROM: EUGENE V. WARING, AUDITOR-CONTROLLER
SUBJECT: CANCELLATION OF TAXES ON PARCELS
ACQUIRED BY PUBLIC AGENCIES
DATE: JULY 12, 1967

Examination of the records of this office discloses that the following parcels, on which delinquent taxes exist, were acquired by public agencies as indicated. It is believed that the acquiring agencies failed to petition the Board of Supervisors for tax cancellation, or that the results of any court actions involved did not reach this office.

Account No.	Property Acquired By	Deed No. or Court Action No.	Deed Recorded Date or *Date of Possession
2-119-7	Bay Area Rapid Transit District	C/A 347624	*May 15, 1965
2-119-8-1	"	C/A 347624	*May 15, 1965
40A-3443-16-1	State Division of Highways	AT-30063	March 6, 1962
48-6149-9-1	"	AU-804	January 2, 1963
48-6149-9-2	"	"	"
75-162-3	City of San Leandro	AY-43 1033-E.14755	January 3, 1966
77D-1468-2	"	AX-147629 1295-1482	October 26, 1965
78C-626-1-23	City of Hayward	AX-177888	December 29, 1965
84B-308-13-1	County of Alameda	AX-151002	November 2, 1965
84B-308-16-3	"	"	"
84B-440-17-1	"	AX-44417	April 1, 1965
87-15-8-8	City of Union City	AX-89040	June 29, 1965
87-32-5-1	"	AX-63460	May 7, 1965
92A-750-1	City of Newark	AX-90864	July 1, 1965
92A-750-2-1	"	"	"
92A-2141-22-1	"	AX-49072	April 12, 1965
98A-403-20-1	City of Livermore	AX-94026	July 3, 1965
98A-403-20-4	City of Livermore	AX-94027	"
98A-403-21-3	"	AX-94026	"
98A-403-21-6	"	AX-94027	"
99-130-5-1	County of Alameda State Division of Highways	AX-104954	July 29, 1965
415-230-17	"	AX-137482	October 5, 1965
415-230-19	"	"	"
456-17-71	City of Hayward	AX-120795	August 30, 1965
456-42-2	"	AX-109452	August 6, 1965
456-42-47	"	"	"
456-54-19-7	"	AX-120797	August 30, 1965
463-5-72	(street dedication)	Tract No. 2627	September 16, 1965
463-60-18-4	City of Union City	AX-110540	August 10, 1965
507-1-1-1	City of Fremont	AX-62115	May 5, 1965
513-487-30	"	AX-60689	May 3, 1965
525-115-13-4	"	AX-77821	June 7, 1965
525-115-13-6	"	"	"
525-976-22-2	"	AX-58020	April 28, 1965
525-977-73	"	"	"
525-1119-1	"	AT-35310	March 16, 1962
946-2548-1	City of Pleasanton	AX-153238	November 5, 1965

Account No.	Acquired By	Deed No. or Court Action No.	Deed Recorded Date or *Date of Possession
946-2548-2	City of Pleasanton	AX-153238	November 5, 1965
946-3680-6-1	"	AX-63459	May 7, 1965

In accordance with Section 4986, Revenue and Taxation Code, with the consent of the County Counsel and approval of the Board of Supervisors, it is requested that authority be granted to remove these parcels and delinquent taxes from the delinquent abstract list.

/s/ I. W. Christensen

I. W. Christensen
Supervising Redemption Clerk

and

WHEREAS, the Auditor-Controller of the County of Alameda has reported that the hereinabove-described properties acquired by public agencies within this County are subject to delinquent taxes, and said Auditor-Controller has requested cancellation of all uncollected taxes, penalties and costs heretofore levied pursuant to Section 4986 of the Revenue and Taxation Code of the State of California;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by this Board of Supervisors, with the written consent of the County Counsel of the County of Alameda; and the written consents of the City Attorneys of the City of Oakland, City of San Leandro, City of Hayward, City of Livermore, City of Union City, City of Newark, City of Fremont, and the City of Pleasanton; that the County Auditor-Controller be and he is hereby ordered and directed to cancel any and all uncollected taxes or assessments and penalties or costs thereon, levied or charged and now a lien upon the hereinabove-described parcels of real property; provided, however, that this resolution and order shall not be construed as making or authorizing the cancellation of any taxes or assessments or penalties or costs thereon, charged or levied on any possessory interest in or to said parcels of real property, or any special assessment levied on said parcels of real property and

BE IT FURTHER RESOLVED AND ORDERED that if said parcels of real property have been sold to the State for nonpayment of any of said taxes, and a certificate of sale or deed therefor has been issued to the State, and the State has not disposed of the property so sold, the County Auditor-Controller be and he is hereby ordered and directed to cancel the certificate of sale or deed so issued; and

BE IT FURTHER RESOLVED that pursuant to the provisions of Sections 134, 2921.5 and 4986 of the Revenue and Taxation Code of the State of California, the Auditor-Controller is hereby authorized and directed to transfer uncollected taxes and penalties thereon from the "Secured Roll" to the "Unsecured Roll."

CONSENT OF THE COUNTY COUNSEL OF THE COUNTY OF
ALAMEDA, STATE OF CALIFORNIA

The County Counsel of the County of Alameda, State of California, hereby consents to the cancellation of all uncollected county taxes or assessments and penalties or costs thereon, charged or levied and now a lien upon the hereinabove-described real property, and as shown on the certain deeds duly recorded in the office of the Recorder of Alameda County.

RICHARD J. MOORE
County Counsel for the County of Alameda,
State of California

By BEN H. ZUPPAN
Deputy County Counsel for the County of
Alameda, State of California

CONSENT OF THE CITY ATTORNEY OF THE CITY OF OAKLAND
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

The City Attorney of the City of Oakland, County of Alameda, State of California, hereby consents to the cancellation of all uncollected city taxes or assessments and penalties or costs thereon, charged or levied and now a lien upon the hereinabove-described real property, and as shown on those certain deeds duly recorded in the office of the Recorder of Alameda County.

EDWARD A. GOGGIN

City Attorney for the City of Oakland
County of Alameda, State of California

By George M. Calabrese
Assistant City Attorney for the City of
Oakland, County of Alameda, State of
California

CONSENT OF THE CITY ATTORNEY OF THE CITY OF SAN LEANDRO
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

The City Attorney of the City of San Leandro, County of Alameda, State of California, hereby consents to the cancellation of all uncollected city taxes or assessments and penalties or costs thereon, charged or levied and now a lien upon the hereinabove-described real property, and as shown on those certain deeds duly recorded in the office of the Recorder of Alameda County.

GLENN A. FORBES

City Attorney for the City of San Leandro
County of Alameda, State of California

By James W. Van Shuren
Assistant City Attorney for the City of
San Leandro, County of Alameda, State of
California

CONSENT OF THE CITY ATTORNEY OF THE CITY OF HAYWARD
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

The City Attorney of the City of Hayward, County of Alameda, State of California, hereby consents to the cancellation of all uncollected city taxes or assessments and penalties or costs thereon, charged or levied and now a lien upon the hereinabove-described real property, and as shown on those certain deeds duly recorded in the office of the Recorder of Alameda County.

John W. Scanlon
City Attorney for the City of Hayward
County of Alameda, State of California

CONSENT OF THE CITY ATTORNEY OF THE CITY OF UNION CITY
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

The City Attorney of the City of Union City, County of Alameda, State of California, hereby consents to the cancellation of all uncollected city taxes or assessments and penalties or costs thereon, charged or levied and now a lien upon the hereinabove-described real property, and as shown on those certain deeds duly recorded in the office of the Recorder of Alameda County.

Anthony J. Larica
City Attorney for the City of Union City
County of Alameda, State of California