BOOK 8799 PAGE 96





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

51-281

ROBERT W. JOHNSON and ESTELLE A. JOHNSON, his wife hereby GRANT to The

CITY OF SAN LEANDRO, A Municipal Corporation, all that real property situated in the City of San Leandro, County of Alameda, State of California, described as follows:

PARCEL 1: Beginning at a point on the southeastern line of Sunnyside Drive, formerly Avon Place, distant thereon northeasterly, 50 feet from the northwestern corner of lot 1 in block 5, according to the map herein referred to; running thence south 31° 5° east parallel with the southwestern line of Breed Avenue, 100 feet to the dividing line between lots 1 and 2 in said block 5, according to the map herein referred to; thence southwesterly along said dividing line between lots 1 and 2, 50 feet; thence north 31° 5° west parallel with said line of Breed Avenue, 100 feet to the said southeastern line of Sunnyside Drive; and thence northeasterly along said line of Sunnyside Drive, 50 feet to the point of beginning.

Being a portion of lot 1 in block 5, as said lot and block are shown on the "Map of Broadmoor, Alameda County", filed January 30, 1908, in book 23 of Maps, page 68, in the office of the County Recorder of Alameda County. PARCEL 2: Commencing at a point on the northwestern boundary line of lot 2 in block 5, distant thereon, 150 feet southwesterly from the point of intersection thereof, with the southwestern line of Breed Avenue, as said lot, block and avenue are shown on the map herein referred to; and running thence southwesterly along said northwestern boundary line, 50 feet to the point of intersection thereof, with the southwestern boundary line of said lot 2 in said block 5; thence at right angles southeasterly along said southwestern boundary line, 50 feet; thence at right angles northeasterly 50 feet; and thence at right angles northwesterly, 50 feet to the point of commencement.

Being a portion of lot 2 in block 5, as said lot and block are shown on the "Map of Broadmoor, Alameda County", filed January 30, 1908, in book 23 of Maps, page 68, in the office of the County Recorder of Alameda County.

DATED: September 22, 1958

State of California) County of Alameda

Serv. 22,1958 before me, the undersigned a Notary Public in and for said County and State personally appeared

ROBERT W. JOHNSON and ESTELLE A. JOHNSON known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public in and for said County and State

I This is to certify that the interest in real property conveyed by the deed or grant dated September 22, 1958 from ROBERT W. JOHNSON and ESTELLE A. JOHNSON, his wife, 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.

H. H. Burbank, City Clerk

RECORDED at REQUEST OF California Pacific Title Ins. Co. AT 8:30 A. M.

QQ PAGE SEP 3 0 1958

OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA

File 389 APN 76-276-13

DH DH

AP99918

Thomas W. Titeinmone O RECORDER COUNTY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, POBLICT W. JOHNSON and ESTELLE A. JOHNSON, his wife hereby GRANT to The CMTY OF SAN LEANDED, A Municipal Corporation, all that real property situated

in the City of San Leandre, County of Alameda, State of California, described

as follows:

FARCEL 1: Beginning at a point on the southeastern line of Sunnyside Drive, formerly Aven Place, distant thereon northeasterly, 50 feet from the northexestern corner of let 1 in block 5, according to the map herein referred to; western corner of let 1 in block 5, according to the map herein referred to; hunning thence south 31° 5' east parallel with the southwestern line of Breed Avenue, 100 feet to the dividing line between lots 1 and 2 in said block 5, according to the map herein referred to; thence southwesterly along said dividing line between jots 1 and 2, 50 feet; thence north 319 5' gest paralled with said line of Breed Avenue, 100 feet to the said southeastern line of Sunnyside Brive; and thence northeasterly along said line of Sunnyside Brive, 50 feet to the point of beginning.

Being a portion of lot 1 in block 5, as said lot and block are shown on the "Map of Broadmoor, Alameda County", filed January 30, 1903, in book 23 of Maps, page 68, in the office of the County Recorder of Alameda County.
PARCEL 2: Commencing at a point on the northwestern boundary line of lot 2 in block 5, distant thereon, 150 feet southwesterly from the point of intersection thereof, with the southwestern line of freed Avenue, as said lot, block and avenue are shown on the map herein referred to; and running thence southwesterly along said northwestern boundary line, 50 feet to the point of intersection thereof, with the southwestern boundary line of said lot 2 in said block 5; thence at right angles southeasterly along said southwestern boundary line, 50 feet; thence at right angles northeasterly 50 feet; and thence at right angles northeasterly, 50 feet to the point of form.

Reing a portion of let 2 in block 5, as said let and block are shown on the "Map of Greedcoor, Alameda County", filed January 30, 1908, in book 23 of Maps, page 68, in the office of the County Recorder of Alameda County.

unith: September 22, 1953

State of California) ss. Coupty of Alemeda) ss.

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

ROPERT W. FAINSON and ESTRILE A. JOHNSON known to me to be the persons whose names are subscribed to the within fastrument, and acknowledged to me that they executed the same.

Notary Public in and for said County and State

H. H. Burbant, City Clerk

This is to certify that the interest in real property conveyed by the deed or grant dated September 22, 1958 from MORBRY W. JOHNSON and ESTRILL A. JOHNSON, nis wife, to the CTY OF SAN LEANDARD, a political corporation, is hereby accepted by order of the City Council of the City of San Leandre on December 16, 1957, and the grantee consents to recordation thereof by its duly; sutherized officer.

DATED: SE DEMENT 25,1956

RECORDED at REQUEST OF California Pacific Tide fins. Co. Attentant

SEP 5 U 1950

OFFICIAL RECORDS OF ALAMEDA COUNTY, CALHORNIA

File 389.

OK al Val

OPTION

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, the option of buying, for the full price of
TWELVE THOUSAND AND NO/100 (\$ 12,000.00) DOLLARS, the
following described real property situated in the City of
County ofAlameda, State of California, and more particularly described
as follows, to wit:
Optionee shall have the right to close this application at any time within
30 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
the execution of said deed I am to be paid the further sum of ELEVEN THOUSAND
NINE HUNDRED NINETY AND NO/100 (\$ 11,990.00) DOLLARS, in full payment
of the purchase price of said real property; but if said option is not closed
within 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
applied towards the purchase price. Time is of the essence of this contract.
[20] [10] [4] [4] [4] [4] [4] [4] [4] [4] [4] [4
- Kolen Wydmion x
Estelle a Johnson x
State of California) ss County of Alameda)
On this 8 day of Sept 1988, before me, the undersigned Notary Public, personally appeared ROBERT W. JOHNSON cline brown to me to be the person S described in and whose name S Age
known to me to be the person & described in and whose name & ARE
subscribed to and who executed the within instrument and acknowledged to me that
(Hoomen the Tolling
Notary Public in and for said County and
My Commission Expires: Sept 32,1919

OBLION

de follows, to wit:
County ofhismeda State of Galifornia, and more particularly described
following described real property situated in the Git, of _ Sen Leandro
TILINE THOUSING AND HOLLOO
herelasitar beformed to as Optiones, the option of buring, for the full price of
The CITY OF SAN LEAMNED, A Municipal Corporation
DOLLARS, the receipt whoreaf is hareby acknowledged, I hereby give to
In consideration of TTM AND NO/100

20 days. Irom dute hereof, and I agree to execute and deliver to optiones, or to any one neard by Optiones, a good and sufficient form read, cut the exemption of said deed I am to be paid the further sur of it will present of the purchase price of said real property; but if said option is not closed within 20 days. In MANION I will be said sum of it in MANION I will be said sum of it in MANION I will be said it in the manion of a said as a liquidated damages. If said option is closed within the said sum of it in MANION I will be amount paid as aforesaid, as be days.

30 days. The amount paid as aforesaid is to be applied towards the purchase price. The is of the expense of this centract.

Duted this 2 day of 2018 1. 1920.

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State of California | En Canada | En Canada of Canada of

executed the rate.

Motary rublic in and for said County and

We Commission Expires:

184 C. A

PARCEL 1: Beginning at a point on the southeastern line of Sunnyside Drive, formerly Avon Place, distant thereon northeasterly, 50 feet from the northwestern corner of lot 1 in block 5, according to the map herein referred to; running thence south 31° 5° east parallel with the southwestern line of Breed Avenue, 100 feet to the dividing line between lots 1 and 2 in said block 5, according to the map herein referred to; thence southwesterly along said dividing line between lots 1 and 2, 50 feet; thence north 31° 5° west parallel with said line of Breed Avenue, 100 feet to the said southeastern line of Sunnyside Drive, 50 feet to the point of beginning.

Being a portion of lot 1 in Block 5, as said lot and block are shown on the "Map of Broadmoor, Alameda County", filed January 30, 1908, in book 23 of Maps, page 68, in the office of the County Recorder of Alameda County.

PARCEL 2: Commencing at a point on the northwestern boundary line of lot 2 in block 5, distant thereon, 150 feet southwesterly from the point of intersection thereof, with the southwestern line of Breed Avenue, as said lot, block and avenue are shown on the map herein referred to; and running thence southwesterly along said northwestern boundary line, 50 feet to the point of intersection thereof, with the southwestern boundary line of said lot 2 in said block 5; thence at right angles southeasterly along said southwestern boundary line, 50 feet; thence at right angles northeasterly 50 feet; and thence at right angles northwesterly, 50 feet to the point of commencement.

Being a portion of lot 2 in block 5, as said lot and block are shown on the "Map of Broadmoor, Alameda County", filed January 30, 1908, in book 23 of Maps, page 68, in the office of the County Recorder of Alameda County.

Possession of premises to be given City of San Leandro 60 days after close of escrow.

Seller shall have the right to remove 10 azalea shrubs, 2 rhododendron shrubs and 6 ferns from premises.

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THE TOTAL TO

POLICY OF TITLE INSURANCE

ISSUED THROUGH

OAKLAND TITLE OFFICE

OF

CALIFORNIA PACIFIC TITLE INSURANCE COMPANY

CALIFORNIA PACIFIC TITLE INSURANCE COMPANY, a California corporation, herein called the Company, for a valuable consideration paid for this policy of title insurance, the number, date, and amount of which are shown in Schedule A, does 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, California Pacific Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

CALIFORNIA PACIFIC TITLE INSURANCE COMPANY

And

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Vice-President.

Assistant Secretary.

File 389

POTHER OF MALE INSURANCE

TERRED LIBOURT

GARLAND STILL OFFICE

CALIFORNIA PACHIC TITLE INSURANCE COMPANY

the Congram. For a valuable commonstrom paid for this policy of tale recursion, the number, date, and automated by which are shown in Schoolade. A, does be elsy incure the part or carried as insured in Schoolade &, does be elsy incure the part or carried as insured in Schoolade &, desther via the present and expositions included in the number of the insured as set force in the supportations of the amount stard in science in the supportation shall be supported in according to the amount stard in according to the francest shall ensign or region of:

- I the to the land the extlest in Schoolade at being rested, at the date becook, or proper that as herein cannot at
- 4. Unique sensition, at the date hereat of the little to and have visited named benefit, and posterioral current safetimes, as see to cause at district, here exercise was at other matters shown or referred to mixing all as.
- In July letters in at their are grounds over one of the sections as the thin homely not show, or construct to underlying the file of
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- the property of the most entered with any such contract or design of the first beauty bower in the

Additional development to Schoolaber A and D and the Stopolations became all of which schools and stopolations and stopolations are benefit studies and of this policy.

in it stocks to arrow, colds much by the Title to areas a company has counted in conjuntate name and sent to the Times allowed by madely authorized officers on the date drown by deficiled.

CALD ORNIA PACIFIC TITLE INSTINANCE COMPANY

via:

pro Descr

Ambiggt the grant

Children County Policy Page 100 pages 100 pages

SCHEDULE A

Amount \$ 12,000.00

Policy No. 556361

Fee \$ 121.00

Policy Date: September 30, 1958 at 8:30 A.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. The land referred to in this policy is situated in the City of San Leandro,

County of

Alameda

, State of California, and is described as follows:

(see following page)

SCHEDULE "A"

PARCEL 1: PORTION of Lot 1 in Block 5, as said lot and block are shown on the "Map of Broadmoor, Alameda County", filed January 30, 1908, in book 23 of Maps, page 68, in the office of the County Recorder of Alameda County, described as follows:

BEGINNING at a point on the southeastern line of Sunnyside Drive, formerly Aven Place, distant thereon northeasterly, 50 feet from the northwestern corner of lot 1 in block 5, according to the map herein referred to; running thence south 31°5' east parallel with the southwestern line of Breed Avenue, 100 feet to the dividing line between lots 1 and 2 in said block 5, according to the map herein referred to; thence southwesterly along said dividing line between lots 1 and 2, 50 feet; thence north 31°5' west parallel with said line of Breed Avenue, 100 feet to the said southeastern line of Sunnyside Drive; and thence northeasterly along said line of Sunnyside Drive, 50 feet to the point of beginning.

PARCEL 2: PORTION of lot 2 in block 5, as said lot and block are shown on the "Map of Broadmoor, Alameda County", filed January 30, 1908, in book 23 of Maps, page 68, in the office of the County Recorder of Alameda, described as follows:

commencing at a point on the northwestern boundary line of lot 2 in block 5, distant thereon, 150 feet southwesterly from the point of intersection thereof, with the southwestern line of Breed Avneue, as said lot, block and avenue are shown on the map herein referred to; and running thence southwesterly along said northwestern boundary line, 50 feet to the point of intersection thereof, with the southwestern boundary line of said lot 2 in said block 5; thence at right angles southeasterly along said southwestern boundary line, 50 feet; thence at right angles northeasterly, 50 feet; and thence at right angles northeasterly 50 feet to the point of commencement.

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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 exist, may affect the title to said land, but which are not shown in this policy:

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing agency or by the public records; and easements, liens or encumbrances which are not shown by the public records.
- 2. Rights or claims of persons in possession of said land which are not shown by the public records.
- 3. Any facts, rights, interests, or claims which are not shown by the public records, but which could be ascertained by an inspection of said land, or by making inquiry of persons in possession thereof or by a correct survey.
- 4. Mining claims, reservations in patents, water rights, claims or title to water.
- 5. Any laws, governmental acts or regulations, including but not limited to zoning ordinances, restricting, regulating or prohibiting the occupancy, use or enjoyment of the land or any improvement thereon, or any zoning ordinances prohibiting a reduction in the dimensions or area, or separation in ownership, of any lot or parcel of land; or the effect of any violation of any such restrictions, regulations or prohibitions.

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

(1st) 1958-59 General and Special County and City taxes now a lien; not yet payable or ascertainable.

(2nd) RIGHTS OF WAY, through, upon, under and over said property, for the purposes of laying, installing, maintaining and using sewer pipes and water pipes and water and other meters and electric light and telephone poles and underground conduits and wires and electric light and telephones, as reserved in the deed from Broadmoor Improvement Co., a corporation, dated October 23, 1923, recorded February 13, 1924, in book 648 O.R., page 92, Alameda County Records, and also in the deed from Broadmoor Improvement Co., a corporation, to Nellie Roe, dated April 15, 1914 and recorded in book 2252 of Deeds page 149, Alameda County Records. (Affects Parcel 2).

NOTE: 1957-58 General and Special County and City taxes all payable to County Tax Collector:

1st installment \$75.25 paid 2nd installment \$75.25 paid County Account No. 76-276-2

Scope of

1. This policy does not insure against, and the Company 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 Company 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 Company against a named insured shall be equally available against any person or corporation who shall become an insured hereunder as successor of such named insured.

Defense of Actions

2. The Company at its own cost shall defend the insured in all litigation consisting of actions or proceedings against the insured, or defenses, re-

straining 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 Company shall or may be liable by virtue of this policy, such insured shall notify the Company thereof in writing. If such notice shall not be given to the Company at least two days before the appearance day in any such liti-gation, or if such insured shall not, in writing,

Notice of Actions or Claims to be Given by the Insured

promptly notify the Company 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 Company as to each insured having such knowledge shall cease and terminate; provided, however, that failure to so notify the Company shall in no case prejudice the claim of any insured unless the Company shall be actually prejudiced by such failure. The Company shall have the right 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, or any insured lien or charge, as insured. In all cases where this policy permits or requires the Company to prosecute or defend any action or proceeding, the insured shall secure to it in writing the right to so prosecute or defend 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 assist the Company 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 Company, and the Company shall reimburse the insured for any expense so incurred. The Company shall be subrogated to and be entitled to all costs and attorneys' fees incurred or expended by the Company, which may be recoverable by the insured in any litigation carried on by the Company on behalf of the insured. The word "knowledge" in this paragraph means actual knowledge, and does not refer to constructive knowledge or notice which may be imputed by the public records.

Notice of

3. 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 ascer-

tained. No action or proceeding for the recovery of any such loss or damage shall be instituted or maintained against Limitation the Company 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 Company of such written statement.

Option to Pay, Settle or Compromise Claims

4. The Company reserves 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, to-

gether with all accrued costs which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder, including all obligations of the company with respect to any litigation pending and subsequent costs thereof.

Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this policy, it 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 Company 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 Company such rights, securities, and remedies, and shall permit the Company to use the name of the insured in any transaction or litigation involving such rights, securities, or remedies.

Option to Pay Insured Owner of Indebtedness and Become Owner of Security

6. The Company has 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 Company is obligated here-

under to pay, in which case the Company shall become the owner of, and such insured shall at once assign and transfer to the Company, said mortgage or deed of trust and the indebtedness thereby secured, and such payment shall terminate all liability under this policy to such insured.

Payment of Loss and Costs of Litigation

7. The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon the insured in litigation carried on by the Company for the insured, and in litiga-

tion carried on by the insured with the written authorization of the Company, but not otherwise. The liability of the Company under this policy shall in no case exceed, in all, the actual loss of the insured

Indorsement of Payment on Policy

and costs which the Company is 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 re-

duce 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 Company to the insured owner of said land. No payment may be demanded by any insured without producing this policy for indorsement of such payment.

Manner of Payment of Loss to Insured

8. Loss under this policy shall be payable, first, to any insured owner of indebtedness secured by mortgage or deed of trust shown in Schedule B, in order of priority therein shown, and if

such ownership vests in more than one, payment shall be made ratably as their respective interests may appear, and thereafter any loss shall be payable to the other insured, and if more than one, then to such insured ratably as their respective interests may appear. If there be no such insured owner of indebtedness, any loss shall be payable to the insured, and if more than one, to such insured ratably as their respective interests may appear.

Definition

9. The following terms when used in this policy

(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 as Policy date in Schedule A (unless the context clearly requires a different meaning);
- (e) "taxing agency": the State and each county, city and county, city and district in which said land or some part thereof is situated that levies taxes or assessments on real property;
- "public records": those public records which, under the recording laws, impart constructive notice of matters relating to said land.

Written Indorsement Required to Change Policy 10. No provision or condition of this policy can be waived or changed except by writing indorsed hereon or attached hereto signed by the President, a Vice-President, the Secretary, or an Assistant Secretary of the Company.

Notices Where Sent 11. All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to

it at its office at 148 Montgomery Street, San Francisco 4, California.

AFFILIATED OFFICES

Alameda County

California Pacific Title Insurance Company Fifteenth and Franklin Streets, Oakland 1164 A Street, Hayward

Butte County

Mid Valley Title and Escrow Company 183 East Sixth Street, Chico 1442 Lincoln Street, Oroville

Calaveras County

Calaveras County Title Guaranty Company Post Office Box 806, San Andreas

Contra Costa County

California Pacific Title Company,
Contra Costa Division
Main at Court Street, Martinez
2566 Macdonald Avenue, Richmond
1950 Mt. Diablo Boulevard, Walnut Creek

Fresno County

Home Title Company 2032 Mariposa Street, Fresno

Glenn County

Land Title Company of Glenn County
115 South Butte Street, Willows

Marin County

California Pacific Title Company, Marin Division
1200 Lincoln Avenue, San Rafael

Monterey County

Monterey County Title Company 16 West Gabilan Street, Salinas Pearl at Tyler Street, Monterey

Sacramento County

California Pacific Title Company, Sacramento Division 801 J Street, Sacramento 2212 K Street, Sacramento 3517 Marconi Avenue, Sacramento

Policy of Title Insurance

Oakland
Title Office
of
California Pacific
Title Insurance
Company

15th and Franklin Streets GLencourt 1-8300 OAKLAND 12, CALIFORNIA

1164 A Street JEfferson 7-8300 HAYWARD, CALIFORNIA

AFFILIATED OFFICES

San Francisco

California Pacific Title Insurance Company 148 Montgomery Street, San Francisco 1501 Noriega Street, San Francisco 3540 Geary Boulevard, San Francisco

Santa Clara County

California Pacific Title Insurance Company
66 North First Street, San Jose 13
321 South Monroe Street, Valley Fair, San Jose
585 Bryant Street, Palo Alto
168 Main Street, Los Altos
344 South Murphy Avenue, Sunnyvale

Santa Cruz County

California Pacific Title Company Front at Cooper Street, Santa Cruz 11 Alexander Street, Watsonville

San Joaquin County

California Pacific Title Company, San Joaquin Division El Dorado at Lindsay Street, Stockton

San Mateo County

California Pacific Title Insurance Company 2424 Broadway, Redwood City 210 Fifth Avenue, San Mateo 44 Westlake Court, Daly City

Shasta County

North Valley Title and Escrow Company 1301 Court Street, Redding

Sonoma County

Sonoma County Land Title Company 538 Mendocino Avenue, Santa Rosa

0ccoper 6' 1958

Oskland, California IS the end Fallon Streets Alameda County Court House gosta of supervisors

Attn: Harold Schulze, Deputy

Gentlemen:

Will you kindly cance the taxes on the following property:

Page 469, AP96176, Official Records of Alexeda Co., Calif. 77-448-36, as recorded on Sept. 19, 1958, Book 8789, from Moy and Mary Hermandez, Assessor's description 1. To City of San Leandro by Final Order of Condemnation

To City of San Leandro by Final Order of Condemnation from

.lifed ..oo shemeds to abroom Laistin william and Petra Kerry, Assessor's description 77-448-11,

A. Johnson, Assessor's description 76-276-2 (Calif. Pac. Title), as recorded on Sept. 30, 1958, Book 6799, Page 96, Title), official Records of Alameda Co., Calif. 3. To City of San Leandro by Deed from Robert W. and Retelle

CTFA CJELK H. H. BURBANK

AGEA PENTA ROMES

October 9, 1958

Dozed of Supervisens elemeds County Carry Bouss 12 be and Pallon Obrests Delimid California

Abbas Manold Scholze, Depoty

Centilenens

Will you bindly emice the hause on the fellowing proporty:

- 1. To City of San Jesucho by Minal Order of Condemnistra from Fey and Mery Remember, American's description 77-49-36, as receited on North, 19, 1958, Each drift, Fage 169, Asyolfo, Official Receive of Alasech Co., Calif.
- 2. To City of Ber Leaviso by Place of Condemnshion from William and Petra Lawry, Lassanor's description Typically recorded on Sept. 25, 1958, Seok 8797, Page 195, APPLIO. Office at Recorde of Alzwada Co., Golif.
- 3. To Otty of Hem Leandro by Deed from Rebers W. and Babello A. Johnson, Amedment's description Fd-276-2 (Octif. Pac. 21910), as recorded on Raph, 30, 1958, Back 8799, Page 90, AP99916, Official Records of Alemada Co., Octif.

year though home?

H. H. BONBANK

September 25, 1958

California Pacific Title Insurance Co. 15th and Franklin Streets Oakland 12, California

Gentlemen:

Please refer to your Application No. 556361.

Enclosed are the following:

One Certified copy of Deed from Robert W. Johnson and Estelle A. Johnson, his wife, with certification of H. H. Burbank, City Clerk, accepting deed.
One City Warrant in the amount of \$11,990.00

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

Upon recordation of deed and issuance of the policy of title insurance showing the title 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. Taxes are to be pro-rated as of date of recording of deed. Please have deed recorded and returned directly to the City Clerk, City Hall, San Leandro, California.

Very truly yours,

R. N. Lindahl Finance Officer

RNL:rp Enclosures (2) cc: Carden Riordan Burbank

September 25, 1958

Callibraia Pacific Title Insurance Co. 15th and Franklin Streets Cakland IZ, California

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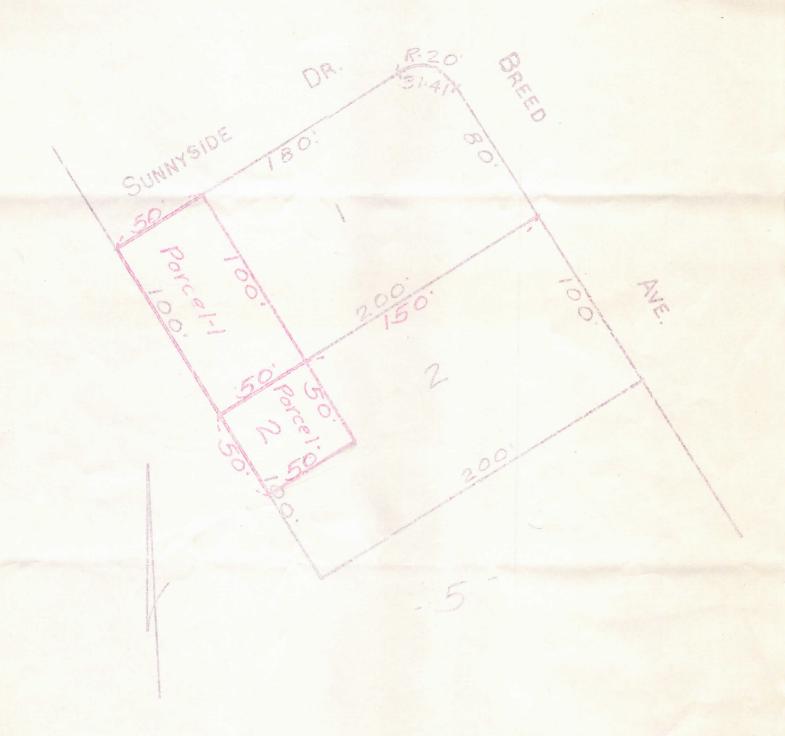
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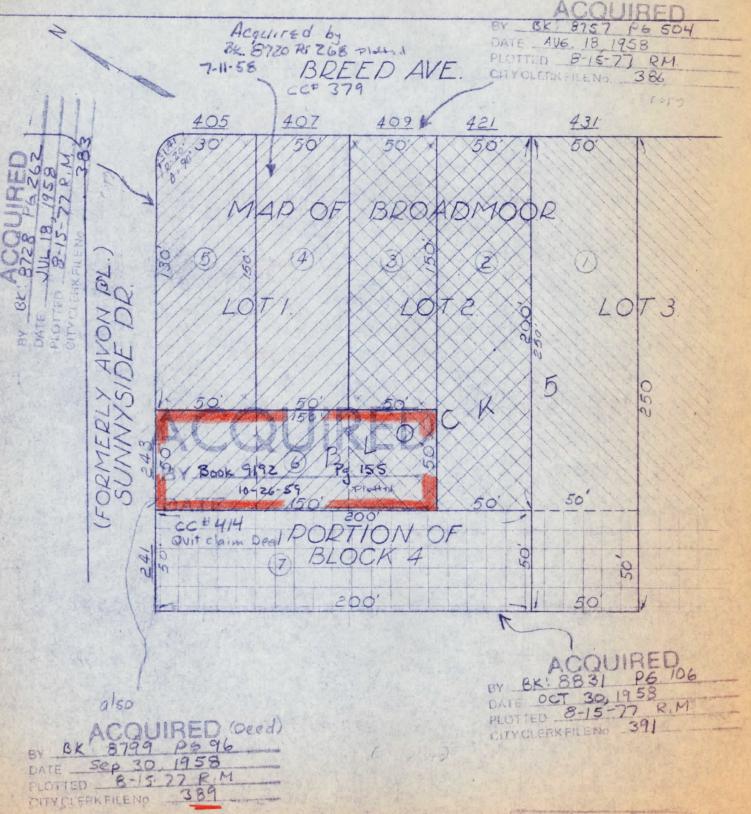
This diagram is delineated from the records in the office of the County Recorder of the County in which the property herein concerned is situated, and is not a part of this report or policy. The location of said property, and of the boundary lines thereof and the monuments referred to therein, should be determined by a survey, if deemed necessary by the insured.

CITY OF AN LEANDRO ENGINEERING IVISION

BY JMJ DATE 11-13:57 SUBJECT WASHINGTONCHKD. BY JN DATE 11-13:57 BROADMOOR PARK SITE
JOB NO.
Scale: 1"= 50' Magazine J DWG 3

SHEET NO. / OF /

DNG 77 CASE SB 37 1602



MICROFILMED

COPIN