

D E E D

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

AUGUST F. LARSON

hereby

GRANTS 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:

Beginning at the point of intersection of the southwestern line of Breed Avenue with the southeastern boundary line of Lot 1 in Block 5, as said avenue, lot and block are shown on the map hereinafter referred to; thence at right angles southwesterly along said boundary line 150 feet; thence at right angles northwesterly 50 feet; thence at right angles northeasterly 150 feet to the said southwestern line of Breed Avenue; thence southeasterly along said line of Breed Avenue 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.

Dated: June 20, 1958

August F. Larson

State of California)
County of Alameda) ss.

On July 2, 1958 before me, the undersigned, a Notary Public in and for said County and State personally appeared

AUGUST F. LARSON

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

[Signature]
Notary Public in and for said County and State
My Commission Expires: Dec. 17, 1959

This is to certify that the interest in real property conveyed by the deed or grant deed dated June 20, 1958 from AUGUST F. LARSON 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 the recordation thereof by its duly authorized officer.

DATED: July 7, 1958

By: H. H. Burbank
H. H. Burbank, City Clerk

AP68057

RECORDED at REQUEST OF
California Pacific Title Ins. Co.

AT 8:30 A. M.

BOOK 8720 PAGE 268
JUL 11 1958

OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA

Thomas W. Fifeimond
COUNTY RECORDER

File 379
APN 76-276-1-3

54

УТВЕРЖДЕНЫ СОЮЗНЫМ СУДЕБНЫМ
ОБЩЕСТВЕННЫМ РЕКОРДС ОМ

8150 522

RECORDED IN BOOKS OF

PA:

NY Commission Expires: 12/11/2012

Patridge witnesses state the same, but that he

County of Monterey) ss.
State of California)

157

REVIEW PLANS CONSIDERATION, RECORDS OF WHICH IS BEING MAINTAINED.

AP 68057

547787

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, the option of buying, for the full price of
FOURTEEN THOUSAND AND NO/100 ----- (\$ 14,000.00) 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: -----

Optionee shall have the right to close this application at any time within
180 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 THIRTEEN THOUSAND NINE
HUNDRED NINETY AND NO/100 ----- (\$ 13,990.00) DOLLARS, in full payment
of the purchase price of said real property; but if said option is not closed
within 180 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
180 days -----, the amount paid as aforesaid is to be
applied towards the purchase price. Time is of the essence of this contract.

Dated this 28th day of April, 1958.

State of California)
County of Alameda) ss

On this ----- day of ----- 19 --, before me, the undersigned
Notary Public, personally appeared -----

known to me to be the person ----- described in and whose name
subscribed to and who executed the within instrument and acknowledged to me that
----- executed the same.

Notary Public in and for said County and
State

My Commission Expires: -----

File 379
APN 76-276-1-3

and the undersigned

that the undersigned

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Beginning at the point of intersection of the southwestern line of Breed Avenue with the southeastern boundary line of lot 1 in block 5, as said avenue, lot and block are shown on the map hereinafter referred to; thence at right angles southwesterly along said boundary line 150 feet; thence at right angles northwesterly 50 feet; thence at right angles northeasterly 150 feet to the said southwestern line of Breed Avenue; thence southeasterly along said line of Breed Avenue 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.

Possession of the premises shall be surrendered to the City of San Leandro on or before 60 days after closing of escrow.

It is also understood and agreed that should the undersigned desire closing of this escrow at any time prior to the termination of the option period, the City of San Leandro will close escrow within 30 days after notification by the undersigned.


August F. Larson

cab

Policy
Number

547787

SL-281

Total Fee for Title Search

Title Insurance
and Escrow \$

114.00

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:

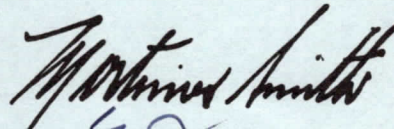
1. Title to the land described in Schedule A being vested, at the date hereof, otherwise than as herein stated; or
2. Unmarketability, at the date hereof, of the title to said land of any vestee named herein, unless such unmarketability exists because of defects, liens, encumbrances, or other matters 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.

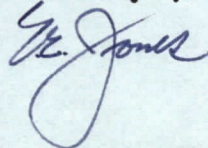
CALIFORNIA PACIFIC TITLE INSURANCE COMPANY

By



Vice-President.

And



Assistant Secretary.

SCHEDULE A

Amount \$ 14,000.00

Policy No. 547787

Fee \$ 114.00

Policy Date: July 11, 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)

EG
547787

SCHEDULE A

BEGINNING at the point of intersection of the southwestern line of Breed Avenue with the southeastern boundary line of lot 1 in block 5, as said avenue, lot and block are shown on the map hereinafter referred to; thence at right angles southwesterly along said boundary line 150 feet; thence at right angles northwesterly 50 feet; thence at right angles northeasterly 150 feet to the said southwestern line of Breed Avenue; thence southeasterly along said line of Breed Avenue 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.

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) RIGHT OF WAY, for sewer, water, gas and electrical purposes, across, over and under premises, as reserved in the deed from Broadmoor Improvement Co., a corporation, dated October 17, 1923, recorded October 27, 1923 in Book 544 O.R., page 273, Alameda County Records.

(3rd) RACE RESTRICTIONS, until May 1, 1972, contained in the agreement dated May 1, 1947, recorded September 8, 1947, in Book 5208 O.R., page 137, Alameda County Records.

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

1st installment \$89.25 Paid (including personal property taxes of \$5.25)

2nd installment \$89.25 Paid (including personal property taxes of \$5.25)

County Account No. 76-276-4

STIPULATIONS

Scope of Coverage

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, 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 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 litigation, or if such insured shall not, in writing, 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

Notice of Actions or Claims to be Given by the Insured

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 Loss

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 ascertained. No action or proceeding for the recovery of any such loss or damage shall be instituted or maintained against 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, together 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

5. 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 hereunder 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 litigation 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 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 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 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.

Indorsement of Payment on Policy

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 of Terms

9. 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 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;

(f) "public records": those public records which, under the recording laws, impart constructive notice of matters relating to said land.

Written Indorsement Required to Change Policy

Notices Where Sent

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.

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 at Franklin Street, Oakland
1164 A Street, Hayward

Contra Costa County

Richmond Martinez Title Company
Main at Court Street, Martinez
2566 Macdonald Avenue, Richmond

Marin County

San Rafael Land Title Company
1017 Fourth Street, San Rafael

Monterey County

Monterey County Title and Abstract Company
16 West Gabilan Street, Salinas
496 Alvarado Street, Monterey

Sacramento County

Capital City Title Company
801 J Street, Sacramento
2212 K Street, Sacramento
2442 Fulton Avenue, North Sacramento

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
414 South Bascom Avenue, San Jose 28
460 Ramona Street, Palo Alto
90 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

Stockton Abstract and Title Company
26 South San Joaquin Street, Stockton

San Mateo County

California Pacific Title Insurance Company
2424 Broadway, Redwood City
210 Fifth Avenue, San Mateo

Sonoma County

Sonoma County Land Title Company
538 Mendocino Avenue, Santa Rosa

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

Alameda County

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

Contra Costa County

Richmond Martinez Title Company
Main at Court Street, Martinez
2566 Macdonald Avenue, Richmond

Marin County

San Rafael Land Title Company
1017 Fourth Street, San Rafael

Monterey County

Monterey County Title and Abstract Company
16 West Gabilan Street, Salinas
496 Alvarado Street, Monterey

Sacramento County

Capital City Title Company
801 J Street, Sacramento
2212 K Street, Sacramento
2442 Fulton Avenue, North Sacramento

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
414 South Bascom Avenue, San Jose 28
460 Ramona Street, Palo Alto
90 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

Stockton Abstract and Title Company
26 South San Joaquin Street, Stockton

San Mateo County

California Pacific Title Insurance Company
2424 Broadway, Redwood City
210 Fifth Avenue, San Mateo

Sonoma County

Sonoma County Land Title Company
538 Mendocino Avenue, Santa Rosa

BY 247 DATE 11-13-57
CHKD. BY JN DATE 11-13-57

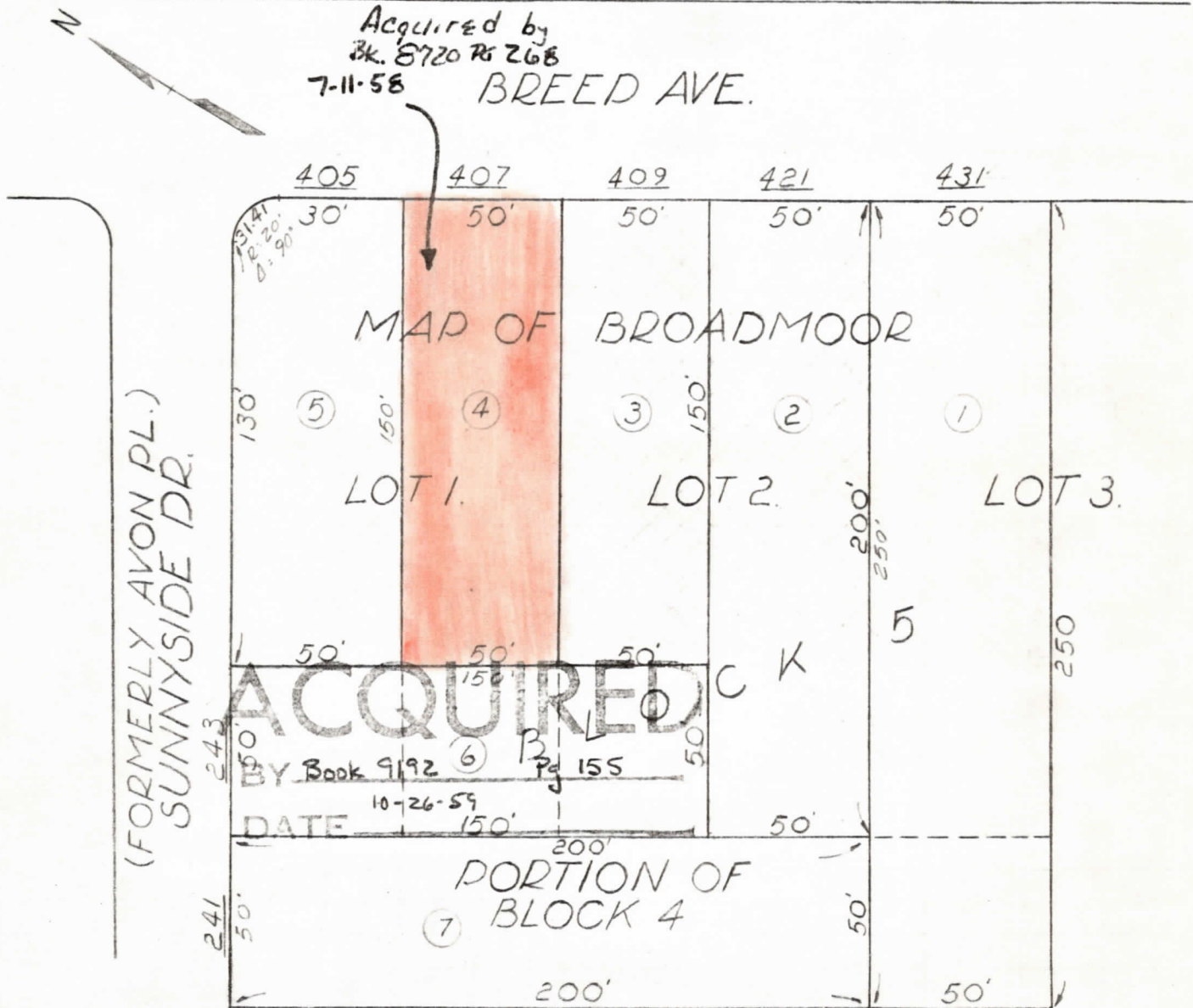
SUBJECT WASHINGTON -
BROADMOOR PARK SITE

SHEET NO. 1 OF 1

JOB NO. DWG 72 CASE 5B

Scale: 1" = 50' Mc CARTNEY
1948

37 1602



MICROFILMED