

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name
Street
Address
City &
State

City of San Leandro
San Leandro City Hall
San Leandro, California

AX 46693

DH

RECORDED
Title Insurance & Trust Co.
At 11:30 A. M.

RE: 1474 IM:407

2

APR - 6 1965

568

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

5

No Revenue stamps required

AFFIX I.R.S. \$.....IN THIS SPACE

Grant Deed

TO 405 C

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

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

UGO ABRAM AND PALMA ABRAM, his wife

hereby GRANT(S) to

CITY OF SAN LEANDRO

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

See Attached

Dated March 15, 1965

Ugo Abram
Ugo Abram

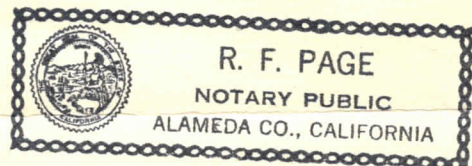
STATE OF CALIFORNIA }
COUNTY OF Alameda } SS.

On March 29, 1965 before me, the under-
signed, a Notary Public in and for said State, personally appeared
UGO ABRAM and
PALMA ABRAM

Palma Abram
Palma Abram

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

Signature *R. F. Page*



R. F. Page
Name (Typed or Printed)

(This area for official notarial seal)

Title Order No. _____

Escrow or Loan No. 942300

#E-36 (X10)



85997 XV

GRANT DEED



Title Insurance
and
Trust Company

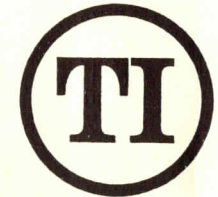
COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL

GRANT DEED



Title Insurance
and
Trust Company

COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL



REAL PROPERTY in the City of San Leandro, County of Alameda, State of California, described as follows:

RE: 1474 IM: 408
AX 46693


BEGINNING at a point on the Northeastern line of Merced Street distant thereon South 27° 30' 00" East 910.00 feet from the intersection thereof with the Southeastern line of Williams Street, formerly West Avenue 129; running thence along the arc of a tangent curve to the left with a radius of 20 feet an arc distance of 31.42 feet; thence tangent North 62° 30' 00" East 405 feet; thence along the arc of a tangent curve to the left with a radius of 510 feet thru a central angle of 20° 50' 39" an arc distance of 185.54 feet; thence along the arc of a compound curve to the left with a radius of 75 feet, the center of which bears North 48° 20' 39" West, thru a central angle of 45° 34' 23" an arc distance of 59.65 feet; thence along the arc of a reverse curve to the right with a radius of 75 feet, the center of which bears North 86° 04' 58" East, thru a central angle of 271° 08' 46", an arc distance of 354.93 feet; thence along a reverse curve to the left with a radius of 75 feet, the center of which bears South 2° 46' 16" East, thru a central angle of 45° 34' 23" an arc distance of 59.65 feet; thence along the arc of a reverse curve to the right with a radius of 570 feet, the center of which bears North 48° 20' 39" West, thru a central angle of 20° 50' 39", an arc distance of 207.37 feet; thence tangent South 62° 30' 00" West 142.00 feet; thence North 27° 30' West 5.50 feet; thence South 62° 30' West 283.00 feet to the said Northeastern line of Merced Street; thence along the last named line North 27° 30' 00" West 74.50 feet to the point of beginning.

AX 46693

This is to certify that the interest in real property conveyed by Deed or Grant, dated _____, from _____

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



POLICY OF TITLE INSURANCE

ISSUED BY

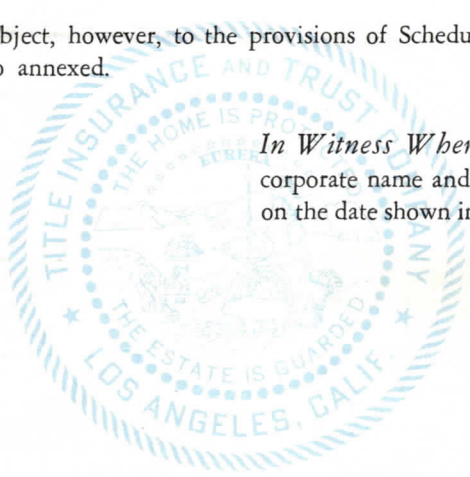
Title Insurance and Trust Company

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

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 defect,

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

(Conditions and Stipulations Continued and Concluded on Last Page of This Policy)

SCHEDULE A

CS
Amount \$ 10,000.00

Effective April 6, 1965
Date at 11:30 A.M.

I N S U R E D

Premium \$ 109.00

Policy No. 942300
E-36 (X10)

CITY OF SAN LEANDRO

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

CITY OF SAN LEANDRO

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.

SCHEDULE B — (*Continued*)

PART II

•1965-66 County and City taxes now a lien; not yet due or payable.

NOTE: 1964-65 County and City taxes as follows:

1st Installment \$792.99 paid

2nd Installment \$792.99 paid

Account No. 79A-338-1-16

(Affects other property also)

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, described as follows:

BEGINNING at a point on the Northeastern line of Merced Street distant thereon South $27^{\circ} 30' 00''$ East 910.00 feet from the intersection thereof with the Southeastern line of Williams Street, formerly West Avenue 129; running thence along the arc of a tangent curve to the left with a radius of 20 feet an arc distance of 31.42 feet; thence tangent North $62^{\circ} 30' 00''$ East 405 feet; thence along the arc of a tangent curve to the left with a radius of 510 feet thru a central angle of $20^{\circ} 50' 39''$ an arc distance of 185.54 feet; thence along the arc of a compound curve to the left with a radius of 75 feet, the center of which bears North $48^{\circ} 20' 39''$ West, thru a central angle of $45^{\circ} 34' 23''$ an arc distance of 59.65 feet; thence along the arc of a reverse curve to the right with a radius of 75 feet, the center of which bears North $86^{\circ} 04' 58''$ East, thru a central angle of $271^{\circ} 08' 46''$, an arc distance of 354.93 feet; thence along a reverse curve to the left with a radius of 75 feet, the center of which bears South $2^{\circ} 46' 16''$ East, thru a central angle of $45^{\circ} 34' 23''$ an arc distance of 59.65 feet; thence along the arc of a reverse curve to the right with a radius of 570 feet, the center of which bears North $48^{\circ} 20' 39''$ West, thru a central angle of $20^{\circ} 50' 39''$, an arc distance of 207.37 feet; thence tangent South $62^{\circ} 30' 00''$ West 142.00 feet; thence North $27^{\circ} 30'$ West 5.50 feet; thence South $62^{\circ} 30'$ West 283.00 feet to the said Northeastern line of Merced Street; thence along the last named line North $27^{\circ} 30' 00''$ West 74.50 feet to the point of beginning.

Approved as to Form
RICHARD J. MOORE, County Counsel

By Deputy

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 **139187**

WHEREAS, certain real property situate in the **City of San Leandro**, County of Alameda, State of California, and more particularly described under the following account number(s):

79A-338-1-23 ALL (1968-69)

is now subject to a lien for uncollected taxes or assessments and penalties or costs thereon; and

WHEREAS, after the time said taxes or assessments and penalties and costs thereon became a lien on said real property, it was acquired by the **City of San Leandro**, as shown on that ~~those~~ certain deed(s) duly recorded in the office of the Recorder of Alameda County, and because of such public ownership is not subject to sale for delinquent taxes; and

WHEREAS, the **Assessor of the County of Alameda** has requested the cancellation of said uncollected taxes and assessments and penalties and costs thereon now a lien upon the hereinabove described real property;

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 with the written consent of the City Attorney of the City of San Leandro,**

that the County Auditor be and he is hereby ordered and directed to cancel any and all uncollected taxes or assessments and penalties or costs thereon, now a lien upon the above described parcel(s) 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 parcel(s) of real property, or any special assessment levied on said parcel(s) of real property; and

BE IT FURTHER RESOLVED AND ORDERED that if said parcel(s) of real property has ~~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 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, the Auditor 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 real property hereinabove described, and as shown on that ~~those~~ certain deed(s) duly recorded in the office of the Recorder of Alameda County.

RECEIVED
CITY OF SAN LEANDRO

JUN 17 1971

RICHARD H. WEST
CITY CLERK

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

By **T. J. FENNONE**
Deputy County Counsel for the 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 real property hereinabove described, and as shown on that certain deed 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 M. McSHARRY
Assistant City Attorney for the City of
San Leandro, County of Alameda, State
of California

I CERTIFY THAT THE FOREGOING IS A COR-
RECT COPY OF A RESOLUTION ADOPTED BY
THE BOARD OF SUPERVISORS ALAMEDA

COUNTY, CALIFORNIA. JUN 15 1971

ATTEST: JUN 15 1971

JACK K. POOL, CLERK OF
THE BOARD OF SUPERVISORS

BY: *Marilyn S. Moore*

BA: [Signature]
 THE BOARD OF SUPERVISORS
 JACK K. BOGGS, CLERK OF
 ADDRESS: 7001 T 2 1871
 COUNTY, CALIFORNIA 7001 T 2 1871
 THE BOARD OF SUPERVISORS ATTESTED
 BEST COPY OF A RESOLUTION ADOPTED BY
 THE BOARD THAT THE FOREGOING IS A COPY

OF SUPERVISORS
 THE BOARD OF SUPERVISORS OF THE COUNTY OF
 CALIFORNIA DO HEREBY CERTIFY THAT THE
 ABOVE IS A TRUE AND CORRECT COPY OF THE
 ORIGINAL AS KEPT IN THE OFFICE OF THE
 CLERK OF SAID BOARD

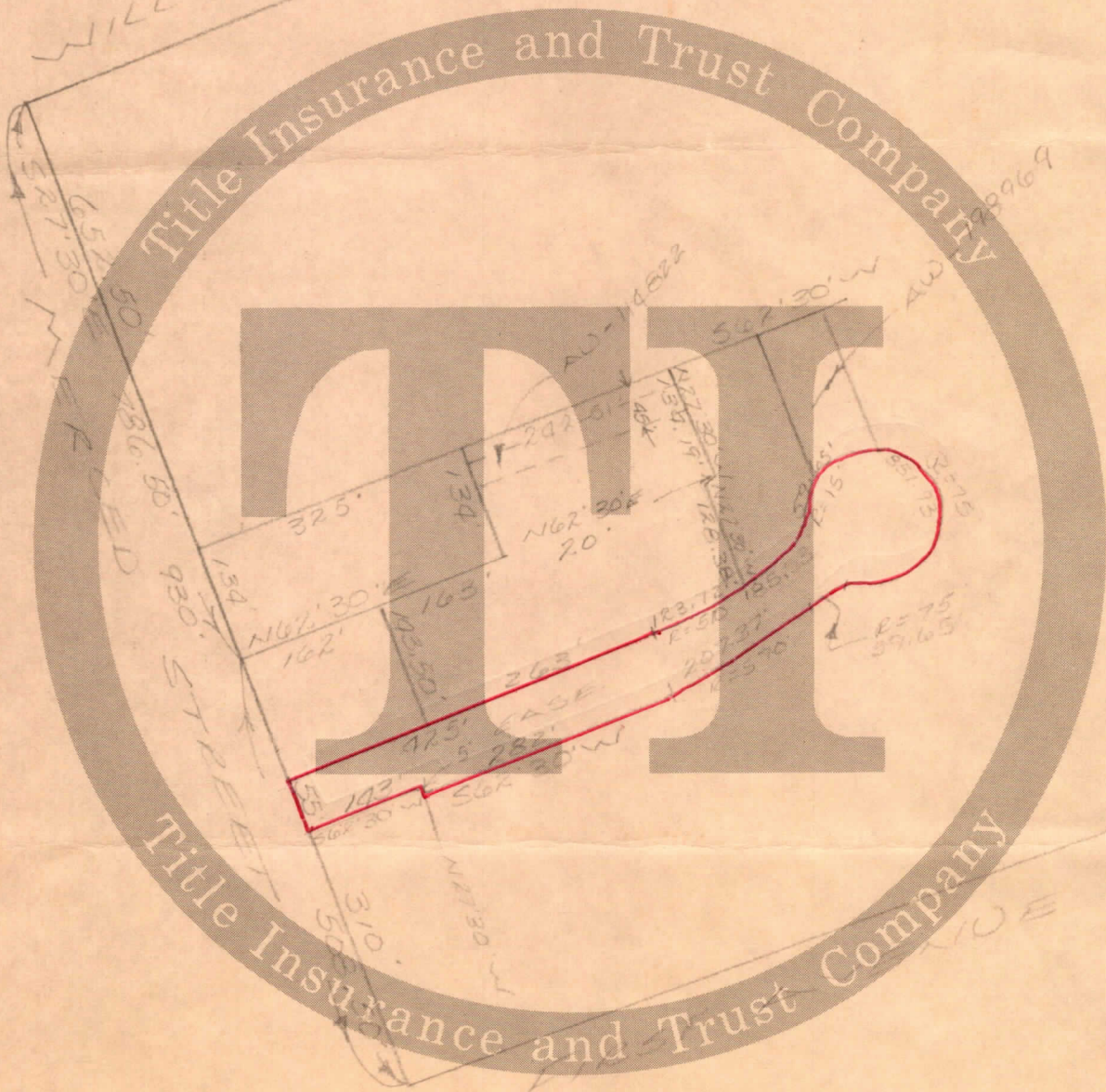
COUNTY OF CALIFORNIA
 CLERK OF SUPERVISORS
 JACK K. BOGGS

This document is the original of the resolution of the Board of Supervisors of the County of California, and it is hereby certified that the same is a true and correct copy of the original as kept in the office of the Clerk of said Board.

COUNTY OF CALIFORNIA
 CLERK OF SUPERVISORS

50-2192
E-36

WILLIAMS (WEST AVE 129) ST



1" = 200'

9969

10E

568



This is not a survey of the land but is compiled for information by the
 Title Insurance and Trust Company from data shown by the official records.