

RECORDING REQUESTED BY

AX126154

AND WHEN RECORDED MAIL TO

Name
Street
Address
City &
State

City of San Leandro
Office of the City Manager
City Hall
San Leandro, California

DH

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

RE:1595 IM:272

2

SEP 13 1965

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

607819
E-40

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

Corporation Grant Deed

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

TO 406 C

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

INCORPORATED

THE LORD BALTIMORE PRESS, ~~COMPANY OF CALIFORNIA~~
a corporation organized under the laws of the state of ~~CALIFORNIA~~ Maryland and qualified
~~to do business in California~~ hereby GRANTS 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:

BEGINNING at the intersection of the southeastern line of West Avenue 137 (60 feet wide) with the southwestern line of Merced Street (60 feet wide); thence along the said southwestern line of Merced Street south 27° 30' east 30.00 feet; thence south 62° 30' west 10.00 feet to a line parallel with the said southwestern line of Merced Street and 10.00 feet, measured at right angles, southwesterly therefrom; thence along a curve tangent to said parallel line (said curve being concave to the southwest, having a radius of 30.00 feet, and a central angle of 90°) northwesterly, westerly, and southwesterly 47.12 feet to a tangent line, said tangent line being the aforementioned southeastern line of West Avenue 137; thence along said southeastern line of West Avenue 137; north 62° 30' east 40.00 feet to the point of beginning.

The above described parcel of land contains 493.2 square feet, more or less.

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its Vice President and Assistant Secretary thereunto duly authorized.

Dated: August 12, 1965
NEW YORK

STATE OF ~~CALIFORNIA~~ } SS.
COUNTY OF NEW YORK

On August 12, 1965 before me, the undersigned, a Notary Public in and for said State, personally appeared A. William Chapman, known to me to be the Vice President, and Albert W. Roche, known to me to be the Asst Secy. Secretary of the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

THE LORD BALTIMORE PRESS, INCORPORATED
By A. William Chapman Vice President
By Albert W. Roche Assistant Secretary

WITNESS my hand and official seal.
(Seal)
Signature Bernard M. Teevan
Name (Typed or Printed) BERNARD M. TEEVAN
Notary Public in and for said State NOTARY PUBLIC, State of New York No. 24-9299050

Title Order No. _____
Escrow or Loan No. _____



**CORPORATION
GRANT DEED**



Title Insurance
and
Trust Company

COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL

~~AX126064~~

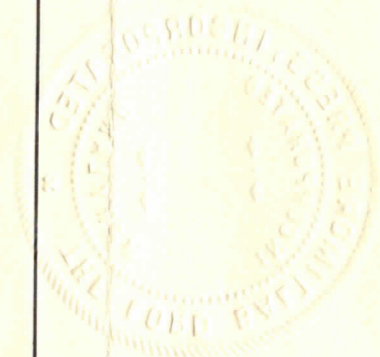
**CORPORATION
GRANT DEED**



Title Insurance
and
Trust Company

COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL

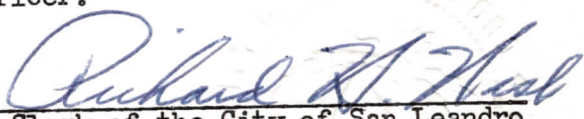
~~AX126155~~



Ax-126154

This is to certify that the interest in real property conveyed by Deed or Grant, dated, *August 12, 1965*, from *The Lord Baltimore Press* 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

AX126154

RE:1595 IM:273

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 SIX HUNDRED SEVENTY
FIVE AND NO/100 (\$ 675.00) 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
60 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 SIX HUNDRED SIXTY FIVE
AND NO/100 (\$ 665.00) DOLLARS, in full payment
 of the purchase price of said real property; but if said option is not closed
 within 60 days from date hereof, ^{said option shall be null and void and} 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 60 days, the
 amount paid as aforesaid is to be applied towards the purchase price. Time is
 of the essence of this contract.

Dated this 20th day of July, 1965.

A. William Chapman
Administrative Vice President
 LORD BALTIMORE PRESS, INC.

New York
 State of ~~California~~) ss
 County of ~~Alameda~~)
 New York

On this 20th day of July, 1965, before me, the undersigned Notary
 Public, personally appeared

A. William Chapman

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.

Willard Leininger
 Notary Public in and for said County and
 State

My Commission Expires: _____

WILLARD LEININGER
 NOTARY PUBLIC, State of New York
 No. 41-7484100
 Qualified in Queens County
 Certificate filed in New York County
 Term Expires March 30, 1966

OPTION

In consideration of the sum of \$100.00 Dollars, the receipt whereof is hereby acknowledged, I hereby give to the City of New York, a municipal corporation, hereinafter referred to as Optionee, the option of buying, for the full price of SIX HUNDRED SEVENTY FIVE AND NO/100 DOLLARS, \$675.00 the following described real property situated in the City of New York, State of New York, and more particularly

described as follows, to wit:

Optionee shall have the right to close this application at any time within 60 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 SIX HUNDRED SEVENTY FIVE AND NO/100 DOLLARS, \$675.00 in full payment

of the purchase price of said real property; but if said option is not closed within 60 days from date hereof, I am to retain the said sum of SIX HUNDRED SEVENTY FIVE AND NO/100 DOLLARS, \$675.00 as said as aforesaid, and I understand that said Option is closed within the said 60 days. The amount paid as aforesaid is to be applied towards the purchase price. This is of the essence of this contract.

Dated this 28th day of July, 1933

WILLIAM W. WALKER
JOHN BALTIMORE PRESS, INC.

State of New York
County of Kings
New York

On this 28th day of July, 1933, before me, the undersigned Notary

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 he executed the same.

Notary Public in and for said County and State of New York
My Commission Expires:



WILLIAM W. WALKER
NOTARY PUBLIC State of New York
44 W. 42nd St.
Qualified in Queens County
Commission expires on New Year's Day
1934



TO 1012-1 F C
California Land Title Association
Standard Coverage Policy Form
Copyright 1963

FOUNDED

IN 1893

POLICY OF TITLE INSURANCE

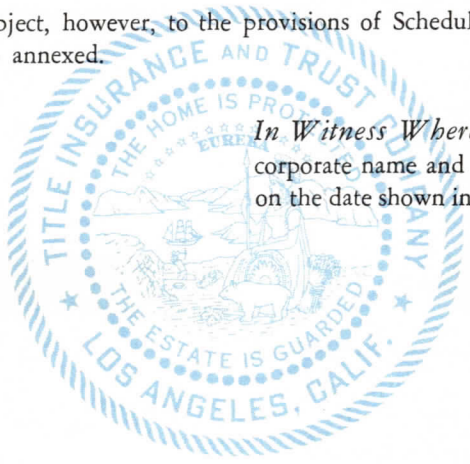
ISSUED BY

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 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 B — (Continued)

PART II

1. 1965-66 County and City taxes now a lien; not yet due or payable.

2. EASEMENT and incidents thereto:

Purpose: for installing, constructing, etc., storm drain for flood control

As granted by: Fleishhacker Paper Box Company, a California corporation

To: Alameda County Flood Control and Water Conservation District

Instrument dated: August 31, 1956

Recorded: September 19, 1956

Book 8152 O.R. page 53 Series No. AL/98340

Affecting: Being a portion of the parcel of land described in the deed to Oakland Title Insurance Company, recorded October 21, 1955 in Book 7821 O.R., page 555 (AK/114698), as follows:

BEGINNING AT THE MOST EASTERN corner of the aforesaid Oakland Title Insurance Company tract of land, said corner also being on the Southwestern line of Merced Street, 60 feet wide and running thence along said Southwestern line of Merced Street N 27° 30' W 21.72 feet; thence S 62° 30' W 22.00 feet; thence S 27° 30' E 21.72 feet to the Southeastern line of the aforesaid Oakland Title Insurance Tract of land; thence along said line N 62° 30' E 22.00 feet to the point of beginning.

3. EASEMENT and incidents thereto:

Purpose: for installing, etc., an underground storm drain for flood control

As granted by: Fleishhacker Company, formerly Fleishhacker Paper Box Company

To: Alameda County Flood Control and Water Conservation District

Instrument dated: July 15, 1958

Recorded: July 31, 1958

Book 8740 O.R., page 279 Series No. AP/76093

Affecting: as follows:

PORTION of the parcel of land described in the deed from Pine & Co. and Eugene Rene LeRoy to Oakland Title Insurance Company, dated October 10, 1955, recorded October 21, 1955, in Book 7821 of Official Records, page 555, Series No. AK/114698, Records of Alameda County, California, more particularly described as follows:

BEGINNING at the most northern corner of the land described in the aforesaid deed, (AK/114698) said corner also being the intersection of the southwestern line of Merced Street (60 feet wide), with the southeastern line of West Avenue 137 (60 feet wide); and running thence along said southeastern line of West Avenue 137 South $62^{\circ} 30'$ West (the bearing of said southeastern line being taken as South $62^{\circ} 30'$ West for the purpose of making this description) 10.00 feet to a line drawn parallel with and 10.00 feet southwesterly right angle measurement, from the aforesaid southwestern line of Merced Street; thence along the line so drawn South $27^{\circ} 30'$ East 531.12 feet; thence South $22^{\circ} 30'$ East 137.69 feet to a line drawn parallel with and 21.72 feet northwesterly, right angle measurement, from the southeastern line of land described in the aforesaid deed (AK/114698); thence along the line so drawn North $62^{\circ} 30'$ East 22.00 feet to the aforesaid southwestern line of Merced Street; thence along said southwestern line of Merced Street North $27^{\circ} 30'$ West 668.28 feet to the point of beginning.

NOTE: 1964-65 County taxes as follows:
1st installment \$5,569.85 Paid
2nd installment \$5,569.85 Paid
Account No. 77B-850-2-7

TO 1012-1056C OC C
American Land Title Association Loan Policy
Additional Coverage-1962
or
California Land Title Association
Standard Coverage Policy-1963

SCHEDULE C

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

(Description attached hereto)

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 the intersection of the southeastern line of West Avenue 137 (60 feet wide) with the southwestern line of Merced Street (60 feet wide); thence along the said southwestern line of Merced Street south $27^{\circ} 30'$ east 30.00 feet; thence south $62^{\circ} 30'$ west 10.00 feet to a line parallel with the said southwestern line of Merced Street and 10.00 feet, measured at right angles, southwesterly therefrom; thence along a curve tangent to said parallel line (said curve being concave to the southwest, having a radius of 30.00 feet, and a central angle of 90°) northwesterly, westerly, and southwesterly 47.12 feet to a tangent line, said tangent line being the aforementioned southeastern line of West Avenue 137; thence along said southeastern line of West Avenue 137; north $62^{\circ} 30'$ east 40.00 feet to the point of beginning.

CITY OF SAN LEANDRO

INTEROFFICE MEMO

TO City Clerk DATE September 29, 1965
FROM L. E. Riordan, Assistant City Manager
SUBJECT Deed: West Avenue 137th/Merced -- Lord Baltimore Press.

1 Attached is the deed for the property acquired from Lord Baltimore Press
2 for the improvement of the West Avenue 137th/Merced intersection. (Title Insurance
3 & Trust escrow #607819, LD 64-39.) This acquisition was recorded with title
4 vested in the City on September 13, 1965.

5 This is for your permanent file.

6 
7 Lee Riordan

8 LER:eh
9 cc: Public Works Dept.
10 Community Dev. Office

11 Attach.
12
13
14
15
16
17
18
19
20
21
22
23
24
25

September 29, 1965

Board of Supervisors
Administration Bldg., Rm. 536
1221 Oak Street
Oakland, California

Gentlemen:

Will you kindly cancel the taxes on the following property
deeded to the City of San Leandro;

Assessed to: The Lord Baltimore Press

Recorded: RE 1595 IM: 272 AX 126154 September 13, 1965

Legal Description: Copies attached.

Very truly yours,

Richard H. West
City Clerk

wep
Attach.

Attach*
web

CITY CLERK
RICHARD H. MESS

DEPT. OF PUBLIC WORKS

Legal description: copies attached.

Recorded: BE 1282 IN: 333 AX 130128 September 13, 1962

Assessed to: The Lord Baltimore Press

Referred to the City of San Francisco:

Will you kindly cancel the taxes on the following property

Reference:

Oakland, California
1331 Oak Street
Administration Bldg., Rm. 230
Board of Supervisors

September 20, 1962

OFFICE OF THE
CITY MANAGER



CITY OF SAN LEANDRO

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

August 11, 1965

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

Gentlemen:

Please refer to your escrow #607819, dated January 18, 1965, The Lord Baltimore Press Company of California property.

Enclosed are the following: a City warrant in the amount of \$665.00, 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 \$675.00 -- \$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 The Lord Baltimore Press Company of California 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.

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.

S

If you have any questions, please contact me.

Very truly yours,

L. E. Ricrdan
Assistant City Manager

LER:eh

Encl.

cc: Public Wks. Dept.
City Clerk ✓
City Attorney
Finance Office
The Lord Baltimore Press Co. of Calif.

IN THE CITY COUNCIL OF THE CITY OF SAN LEANDRO

RESOLUTION NO. 65 - 57

RESOLUTION FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN PROPERTY FOR THE CONSTRUCTION OF A PUBLIC IMPROVEMENT, NAMELY, WIDENING OF MERCED STREET AND WEST AVENUE 137 AT AND NEAR THEIR INTERSECTION, AND FINDING AND DETERMINING THAT THE TAKING THEREOF IN FEE SIMPLE IS NECESSARY

The City Council of the City of San Leandro does RESOLVE as follows:

1. The public interest and necessity require the acquisition by the City of San Leandro of the property hereinafter described for the widening of Merced Street and West Avenue 137 at and near their intersection, all in the City of San Leandro, County of Alameda, State of California.

2. The City Council of the City of San Leandro further finds and determines that the taking of the property hereinafter described and the whole thereof in fee simple is necessary.

3. Said real property hereinafter described should be acquired by proceedings in eminent domain in accordance with the appropriate provisions of Part 3, Title 7, of the Code of Civil Procedure of the State of California relating thereto.

4. The real property hereinafter described is selected and located in the manner which will be the most compatible with the greatest public good and the least private injury, and said real property is in the opinion of this Council, that which is best adapted for the public use and purposes hereinabove set out.

5. The City Attorney be and he is hereby authorized and directed to take any and all action necessary on behalf of the City of San Leandro to acquire said property by eminent domain proceedings or otherwise, including the application to a court of competent jurisdiction for an order permitting the City of San Leandro to take immediate possession and use of the hereinafter described real property or interest in real property as a right of way for public use. Said City Attorney be and he hereby

is authorized to retain legal assistance in all matters in connection with the acquisition of said property.

6. The property hereinabove referred to is all that real property situated in the City of San Leandro, County of Alameda, State of California, more particularly described as follows:

Parcel 1

Commencing at the intersection of the southwesterly prolongation of the southeastern line of West Avenue 137 (60 feet wide) with the northwesterly prolongation of the northeastern line of Merced Street (60 feet wide); thence along the said prolongation and northeastern line of Merced Street, south $27^{\circ} 30'$ east 30.00 feet to the ACTUAL POINT OF BEGINNING; thence north $62^{\circ} 30'$ east 10.00 feet to a line parallel with the said northeastern line of Merced Street and 10.00 feet, measured at right angles, southeasterly therefrom; thence along a curve tangent to said parallel line, (said curve being concave to the east, having a radius of 30.00 feet and a central angle of 90°) northwesterly, northerly, and northeasterly 47.12 feet to the aforementioned southeastern line of West Avenue 137; thence along the said southeastern line of West Avenue 137, south $62^{\circ} 30'$ west 20.00 feet to a tangent curve concave to the east, having a radius of 20.00 feet and a central angle of 90° ; thence along said curve, southwesterly, southerly, and southeasterly 31.42 feet to a tangent line, said tangent line being the aforementioned northeastern line of Merced Street; thence along said northeastern line of Merced Street, south $27^{\circ} 30'$ east 10.00 feet to the actual point of beginning.

The above-described parcel of land contains 407.4 square feet, more or less.

Parcel 2

Beginning at the intersection of the northwestern line of West Avenue 137 (60 feet wide) with the northeastern line of Merced Street (60 feet wide); thence along the southwesterly prolongation of said northwestern line of West Avenue 137, south $62^{\circ} 30'$ west 7 feet; thence along a line parallel with said northeastern line of Merced Street, north $27^{\circ} 30'$ west 30.00 feet; thence north $62^{\circ} 30'$ east 17.00 feet to a line parallel with the said northeastern line of Merced Street and 10.00 feet, measured at right angles, northeasterly therefrom; thence along a curve tangent to said parallel line (said curve being concave to the northeast, having a radius of 30.00 feet and a central angle of 90°) southeasterly, easterly, and northeasterly 47.12 feet to a tangent line, said tangent line being the aforementioned northwestern line of West Avenue 137; thence along said northwestern line of West Avenue 137 south $62^{\circ} 30'$ west 40.00 feet to the point of beginning.

The above-described parcel of land contains 703.2 square feet, more or less.

Parcel 3

Beginning at the intersection of the southeastern line of West Avenue 137 (60 feet wide) with the southwestern line of Merced Street (60 feet wide); thence along the said southwestern line of Merced Street south $27^{\circ} 30'$ east 30.00 feet; thence south $62^{\circ} 30'$ west 10.00 feet to a line parallel with the said southwestern line of Merced Street and 10.00 feet, measured at right angles,

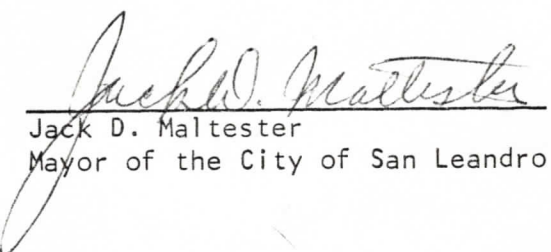
southwesterly therefrom; thence along a curve tangent to said parallel line (said curve being concave to the southwest, having a radius of 30.00 feet, and a central angle of 90°) northwesterly, westerly, and southwesterly 47.12 feet to a tangent line, said tangent line being the aforementioned southeastern line of West Avenue 137; thence along said southeastern line of West Avenue 137; north 62° 30' east 40.00 feet to the point of beginning.

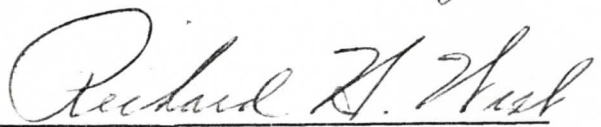
The above-described parcel of land contains 493.2 square feet, more or less.

Introduced by Councilman Suerstedt and passed and adopted this 22d day of March, 1965, by the following called vote:

Members of the Council:

Ayes:	Councilmen:	Borré, Kant, Pomares, Suerstedt, Swift and Taylor	(7)
	Mayor:	Maltester	
Noes:	Councilmen:	None	(0)
Absent:	Councilmen:	None	(0)

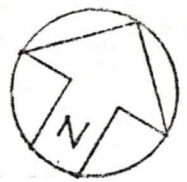

Jack D. Maltester
Mayor of the City of San Leandro

Attest: 
Richard H. West, City Clerk

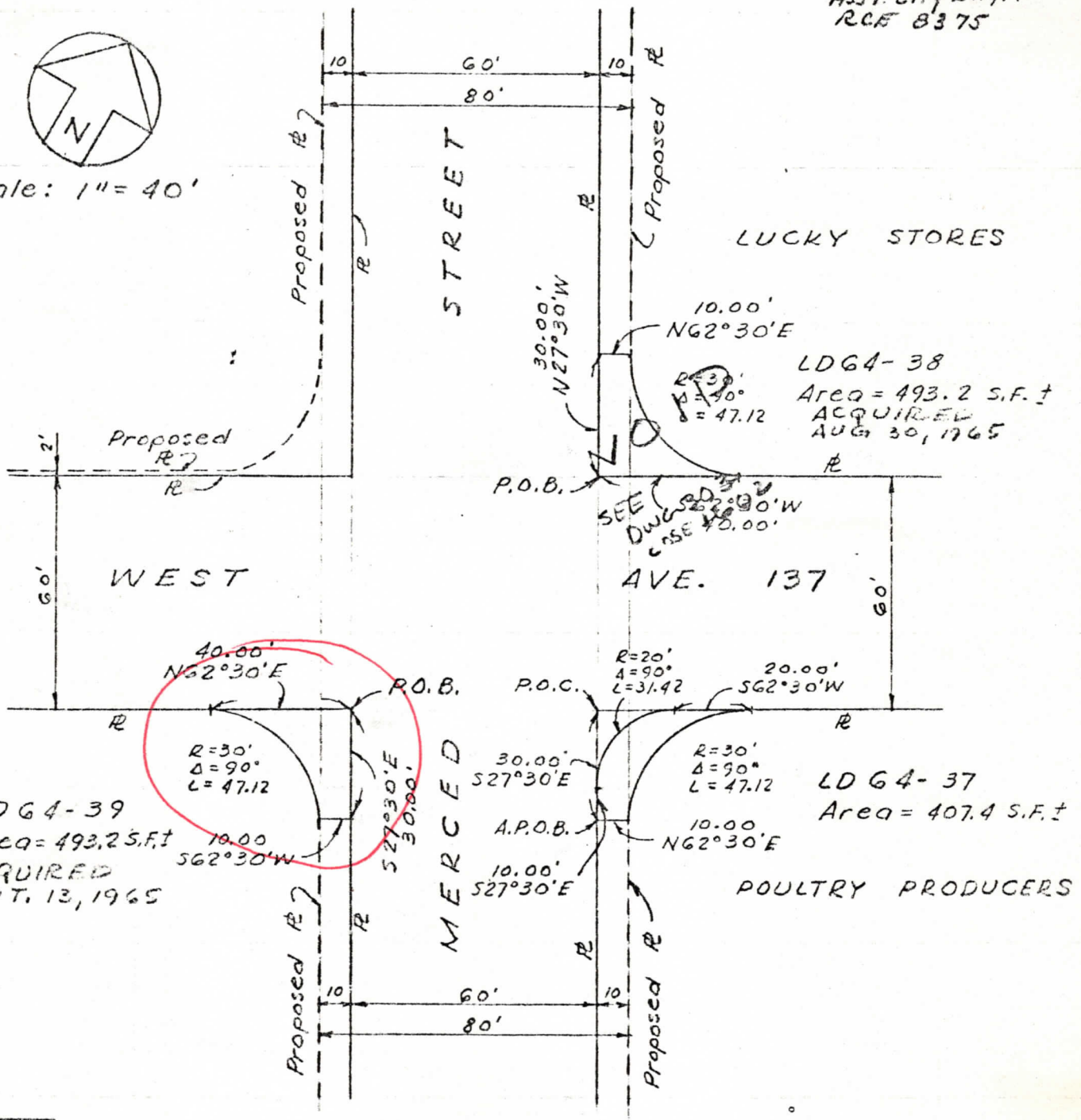
BY RJE DATE 10-20-64 SUBJECT WIDENING OF
CHKD. BY RJC DATE 10-21-64 MERCED ST.
@ WEST AVE. 137

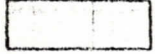
SHEET NO. 1 OF 1
JOB NO.

G. HOMER HAMLIN
R.C.E., 7054
by R.H. Ward
Asst. City Engr.
RCE 8375



Scale: 1" = 40'



 Indicates Parcels To Be Acquired

RE: DWG 150 CASE 1603 R/W RECORD

MICROFILMED

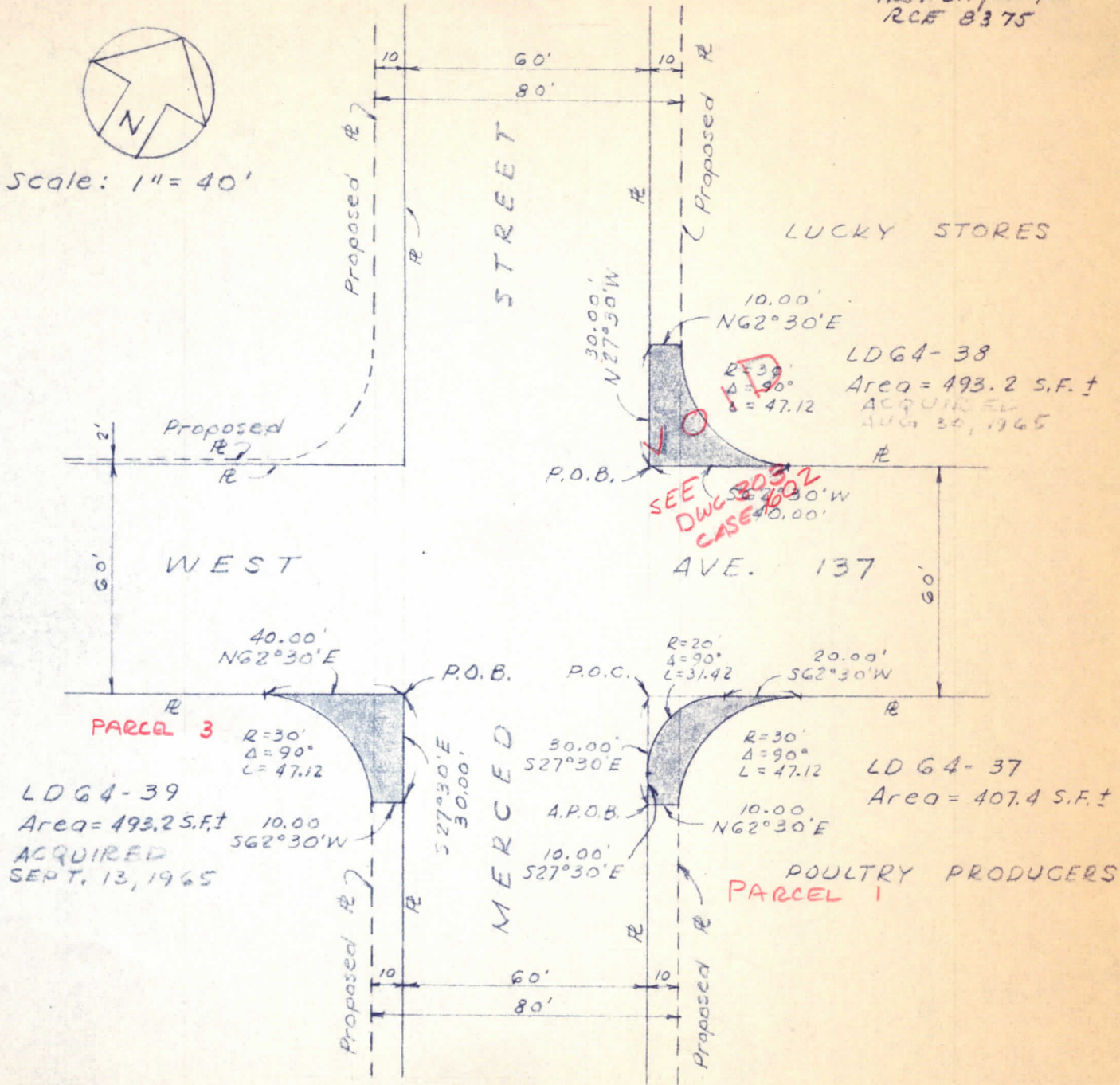
CITY OF SAN LEANDRO ENGINEERING DIVISION

BY RJE DATE 10-20-64 SUBJECT WIDENING OF SHEET NO. 1 OF 1
 CHKD. BY RJC DATE 10-21-64 MERCED ST. JOB NO. _____
 @ WEST AVE. 137

G. HOMER HAMLIN
 R.C.E. 7054
 by R.H. Ward
 ASST. City Engr.
 RCE 8375



Scale: 1" = 40'



Indicates Parcels To Be Acquired

RE: DWG 150 CASE 1603 R/W RECORD