

BOOK 8752 PAGE 418
State of California } SS
County of Alameda



GENERAL ACKNOWLEDGMENT

My Commission Expires

FORM NF26X-1 PICA Oakland, Calif.

My Commission Expires
February 8, 1960

On This 30th day of July in the year One Thousand
Nine Hundred and Fifty-Eight before me
a Notary Public in and for the County of Alameda State of California, residing
therein, duly commissioned and sworn, personally appeared
Harlow E. Scribner and Dorothy J. Scribner, his wife,

known to me to be the person S described in and whose name S are subscribed
to the within instrument,

and t he Y acknowledged to me that t he Y executed the same

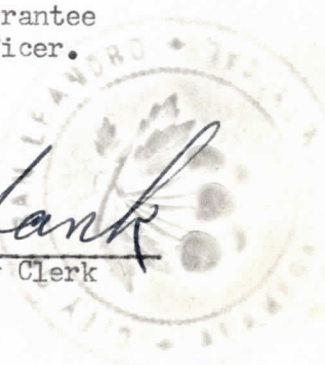
In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, the day and
year in this certificate first above written.

Alfred E. Scribner
NOTARY PUBLIC
In and for said County of Alameda State of California

This is to certify that the interest in real property conveyed
by the deed or grant dated July 30, 1958, from Harlow E. Scribner
and Dorothy J. Scribner, 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.

Dated: August 12, 1958

H.W. Burbank
H.W. Burbank, City Clerk



58
612

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6

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Fee \$ 37.50

Number 581669
SL/105-1-2

ALAMEDA COUNTY-EAST BAY TITLE INSURANCE COMPANY

A CORPORATION OF OAKLAND, CALIFORNIA

AND

TITLE INSURANCE AND TRUST COMPANY

A CORPORATION OF LOS ANGELES, CALIFORNIA

HEREIN CALLED THE COMPANIES, FOR A VALUABLE CONSIDERATION PAID FOR THIS

POLICY OF TITLE INSURANCE

Do Hereby Insure

CITY OF SAN LEANDRO, a municipal corporation.

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

One thousand and no/100 (1,000.00) dollars,
which the insured shall sustain by reason of:

1. Title to the land described in SCHEDULE C 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, B, and C and the STIPULATIONS herein, all of which schedules and stipulations are hereby made a part of this policy.

SCHEDULE A

On August 12, 1958
SCHEDULE C is vested in:

at 2:30 o'clock, p.m., the title to the land described in

CITY OF SAN LEANDRO, a municipal corporation,
by deed dated July 30, 1958 and recorded
August 12, 1958 under Recorder's Series AP/81017.

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 the first page 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.

SCHEDULES B (Continued) AND C

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:

- 1- General and Special County and City taxes for the year 1958-59 now a lien, but not yet payable, nor determined as to amount.
- 2- Easement and right of way for a gas main under and across the herein described property, as granted by Minnie M. Pelton and A. E. Pelton to Pacific Gas and Electric Company by deed dated August 26, 1926, recorded September 28, 1926 in Book 1380 of Official Records, page 203. Reference is had to the record thereof for particulars.
- 3- A non-exclusive, perpetual easement and right of way for the ingress and egress of pedestrians and vehicles and for water, gas, oil and sewer pipe lines and for telephone, electric light and power lines, together with the necessary poles or conduits to carry said lines over the northeastern 10 feet of said land, as granted to Harold P. Gusinde, a single man, by deed dated November 20, 1946 recorded December 9, 1946 in Book 5030 of Official Records, at page 435, and as granted to Juanita Ervin by deed dated December 16, 1946, recorded January 22, 1947 in Book 5072 of OR, page 236.
- 4- A non-exclusive easement and right of way for ingress and egress of pedestrians and vehicles and for sewer, water, gas and electrical purposes, with the right to install, use, maintain, replace and repair conductors therefor and the necessary appurtenances thereto, over, under and along the property herein described, as reserved by Harlow E. Scribner, et ux, in the deed dated July 30, 1958 and recorded August 12, 1958 under Recorder's Series AP/81017.

SCHEDULE C

Description of the land, title to which is insured by this policy.

All that lot of land situated in the City of San Leandro, County of Alameda, State of California, described as follows:

Beginning at the intersection of the northeastern line of Washington Avenue, formerly Watkins Street, with the southeastern line of Palm Drive, formerly Palm Court, as said Court is described in the deed to City of San Leandro, dated June 18, 1917, recorded June 19, 1917 in Book 2567 of Deeds, page 324, Alameda County Records; and running thence along said line of Palm Drive, as follows: north $62^{\circ} 00'$ east 105.03 feet, south $84^{\circ} 15'$ east 18 feet and north $62^{\circ} 00'$ east 128 feet to the actual point of commencement; thence continuing along said line of Palm Drive north $62^{\circ} 00'$ east 87 feet to a line drawn parallel with said line of Washington Avenue, and distant 335 feet northeasterly therefrom, measured at a right angle thereto; thence along said parallel line south $28^{\circ} 00'$ east 81 feet; thence south $62^{\circ} 00'$ west 87 feet to a line drawn south $28^{\circ} 00'$ east from the actual point of commencement; thence north $28^{\circ} 00'$ west 81 feet to the actual point of commencement.

STIPULATIONS

Scope of Coverage 1. This policy does not insure against, and the Companies 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 Companies 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 Companies 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. Notice of Actions or Claims to be Given by the Insured 2. The Companies at their 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 Companies shall or may be liable by virtue of this policy, such insured shall notify the Companies thereof in writing. If such notice shall not be given to the Companies at least two days before the appearance day in any such litigation, or if such insured shall not, in writing, promptly notify the Companies 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 Companies as to each insured having such knowledge shall cease and terminate; provided, however, that failure to so notify the Companies shall in no case prejudice the claim of any insured unless the Companies shall be actually prejudiced by such failure. The Companies shall have the right to institute and prosecute any action or proceeding or do any other act which, in their 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 Companies to prosecute or defend any action or proceeding, the insured shall secure to them in writing the right to so prosecute or defend such action or proceeding, and all appeals therein, and permit them to use, at their option, the name of the insured for such purpose. Whenever requested by the Companies the insured shall assist the Companies 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 Companies, and the Companies shall reimburse the insured for any expense so incurred. The Companies shall be subrogated to and be entitled to all costs and attorneys' fees incurred or expended by the Companies, which may be recoverable by the insured in any litigation carried on by the Companies 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. Limitation of Action 3. A statement in writing of any loss or damage for which it is claimed the Companies are liable under this policy shall be furnished to the Companies 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 Companies 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 Companies of such written statement.

Option to Pay, Settle, or Compromise Claims 4. The Companies reserve 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 Companies are obligated hereunder to pay, shall terminate all liability of the Companies hereunder, including all obligations of the Companies with respect to any litigation pending and subsequent costs thereof.

Subrogation Upon Payment or Settlement 5. Whenever the Companies shall have settled a claim under this policy, they 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 Companies 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 Companies such rights, securities, and remedies, and shall permit the Companies 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 Companies have 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 Companies are obligated hereunder to pay, in which case the Companies shall become the owners of, and such insured shall at once assign and transfer to the Companies, 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. Indorsement of Payment on Policy 7. The Companies will pay, in addition to any loss insured against by this policy, all costs imposed upon the insured in litigation carried on by the Companies for the insured, and in litigation carried on by the insured with the written authorization of the Companies, but not otherwise. The liability of the Companies under this policy shall in no case exceed, in all, the actual loss of the insured and costs which the Companies are 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 Companies 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 of Terms 9. The following terms when used in this policy mean:
(a) "named insured": the persons and corporations named as insured on the first page 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 C, 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 C and improvements affixed thereto which by law constitute real property;
(d) "date": the exact day, hour and minute specified in the first line of 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.

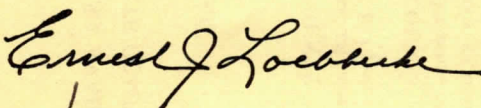
Written Indorsement Required to Change Policy 10. No provision or condition of this policy can be waived or changed except by writing indorsed hereon or attached hereto signed by the President, a Vice President, the Secretary, or an Assistant Secretary of each of the Companies.

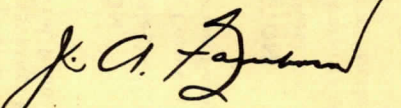
Notices: Where Sent 11. All notices required to be given the Companies and any statement in writing required to be furnished the Companies shall be addressed to them at 1510 Webster Street, Oakland, California.

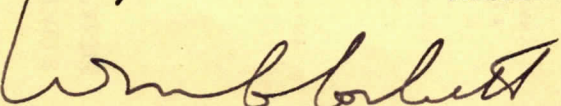
In Witness Whereof, each of the Companies has caused its corporate name and seal to be hereunto affixed by its duly authorized officers as of the day and hour set forth in SCHEDULE A hereof.

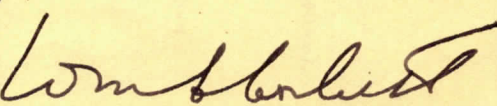
TITLE INSURANCE AND TRUST COMPANY

ALAMEDA COUNTY-EAST BAY TITLE INSURANCE COMPANY

By  PRESIDENT

By  PRESIDENT

Attest  ASSISTANT SECRETARY

Attest  ASSISTANT SECRETARY

TITLE SERVICES AVAILABLE
AT OFFICES OF
TITLE INSURANCE AND TRUST COMPANY
IN
CALIFORNIA

FRESNO COUNTY
1246 "L" Street, Fresno
1469 Belmont Avenue, Fresno

INYO-MONO COUNTIES
149 North Edwards Street, Independence

KERN COUNTY
17th and "I" Streets, Bakersfield
1331 Chester Avenue, Bakersfield

LOS ANGELES COUNTY
HOME OFFICE
433 South Spring Street, Los Angeles

126 West Third Street, Los Angeles
145 North Broadway, Los Angeles

ORANGE COUNTY
800 North Main Street, Santa Ana

SAN LUIS OBISPO COUNTY
1141 Chorro Street, San Luis Obispo

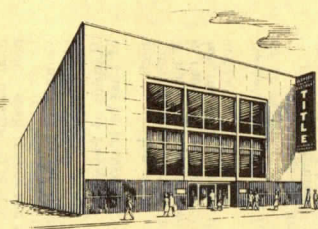
SANTA BARBARA COUNTY
36 East Figueroa Street, Santa Barbara

TULARE COUNTY
320 West Main Street, Visalia

VENTURA COUNTY
101 South Chestnut Street, Ventura
542 South "A" Street, Oxnard

**ALAMEDA COUNTY-
EAST BAY TITLE
INSURANCE COMPANY
AND
TITLE INSURANCE
AND TRUST COMPANY**

**POLICY OF
TITLE INSURANCE**



**ALAMEDA COUNTY-EAST BAY
TITLE INSURANCE COMPANY**

DATING BACK TO 1861

MAIN OFFICE
1510 WEBSTER STREET
OAKLAND, CALIFORNIA

HAYWARD OFFICE
1165 "A" STREET
HAYWARD, CALIFORNIA

TITLE SERVICES ALSO AVAILABLE
THROUGH ASSOCIATE COMPANIES
IN
CALIFORNIA

IMPERIAL COUNTY
PIONEER TITLE INSURANCE COMPANY
600 Main Street, El Centro

RIVERSIDE COUNTY
RIVERSIDE TITLE DIVISION OF
PIONEER TITLE INSURANCE COMPANY
3490 Tenth Street, Riverside

SAN BERNARDINO COUNTY
PIONEER TITLE INSURANCE COMPANY
HOME OFFICE
440 Court Street, San Bernardino

SAN DIEGO COUNTY
UNION TITLE INSURANCE AND TRUST COMPANY
1028 Second Avenue, San Diego

NEVADA
PIONEER TITLE INSURANCE COMPANY
125 South Fourth Street, Las Vegas
WASHOE COUNTY TITLE INSURANCE COMPANY
27 East First Street, Reno

**OREGON
(19 Counties)**
TITLE AND TRUST COMPANY
321 S.W. Fourth Avenue, Portland

**WASHINGTON
(25 Counties)**
WASHINGTON TITLE INSURANCE COMPANY
719 Second Avenue, Seattle

SELLER'S INSTRUCTIONS

Escrow and Report No. 581669Date July 22, 1958

To: Alameda County-East Bay Title Insurance Company
 1510 Webster Street
 Oakland 12, California

The undersigned delivers to you herewith:

☒ Deed from SCRIBNER (copy herewith attached)
 to CITY OF SAN LEANDRO

covering property described in your above-numbered report.

- ☐ Fire Insurance Policies
☐ Tax Bills
☐ Statement of Identity

- ☐ Rent Statement
☐ Bill of Sale
☐ O.P.A. Certificates

all of which you are authorized to deliver, record and use upon payment to you for seller's account of the sum of
 Recordation of a Quit Claim Deed to property under your #580512-Free and Clear
 \$..... plus Reserves if any, and.....
 of encumbrance, and you have copy of resolution passed by City Council of City
 of San Leandro abandoning that portion of Palm Court affecting property under
 escrow #580512.

You are hereby authorized to make the following disbursements from the above mentioned sum.

☒ Revenue Stamps on Deed.....	\$.....	22 00
☐ Broker's Commission to.....		
☐ Broker's Commission to.....		
☐ Demand for release of existing first loan.....		
☐ Prepayment penalty if any.....		
☐ Demand for release of existing second loan.....		
☐ Reconveyance fee and releasing charges.....		
☐ Notary Fees..... ☐ Drawing Papers.....		
☒ Handling Charges <u>withhold in escrow as</u>		4040 00

As of....., prorate taxes (using the last available tax bills), fire insurance premiums, if policies are acceptable to buyer, interest and F.H.A. mortgage insurance on existing loan, and rents if any, all on the basis of a 30-day month.

These instructions are effective for.....days, and thereafter until revoked by written demand on you. I hereby agree to pay all my proper costs and fees, including any adjustments in prorating.

Remit balance by check to.....

Signature Harlow E. Scribner Address..... City.....

Address..... Telephone.....

Signature..... City.....

Address..... Telephone.....

Receipt of the above acknowledged this 22nd day of July, 195 8

ALAMEDA COUNTY-EAST BAY TITLE INSURANCE COMPANY,

By R. Morris

This receipt must be presented when calling for return of documents

This receipt must be presented when calling for return of this money

ALAMEDA COUNTY-STATE WIDE TITLE INSURANCE COMPANY

Receipt of the above acknowledged title of _____ day of _____ 1957

Address _____ Telephone _____

Signature _____ City _____

Address _____ Telephone _____

Signature _____ City _____

Remit balance by check to _____

You hereby agree to pay all my proper costs and fees, including any adjustments in prorating.

These instructions are effective for _____ days and thereafter until revoked by written demand on _____

if any, all on the basis of a 30-day month. Prorate interest and F.H.A. mortgage insurance on existing loan, and rents

as of _____ Prorate taxes (using the last available tax bill); fire insurance _____

- ☐ No other fees ☐ Drawing Papers
- ☐ Reconveyance fee and releasing charges
- ☐ Demand for release of existing security loan
- ☐ Prorating taxes if any
- ☐ Demand for release of existing first loan
- ☐ Broker's Commission to _____
- ☐ Broker's Commission to _____
- ☐ Reserve Stamp on Deed _____

You are hereby authorized to make the following disbursements from the above mentioned sum

of _____

all of which you are authorized to deliver, record and use upon payment to you for seller's account of the sum of _____

- ☐ Statement of Identity
- ☐ Tax Bills
- ☐ Fire Insurance Policies
- ☐ O.P.A. Certificate
- ☐ Bill of Sale
- ☐ Rent Statement

concerning property described in your above numbered report

☐ Deed from _____

The undersigned delivers to you herewith:

Original 13 California _____

To: Alameda County-First City Title Insurance Company

1210 W. 1st Street

Date _____

Exhibit and Report No. _____

SELLER'S INSTRUCTIONS

THWINS-3-8-100

guarantee that undersigned will pave subject property in accordance with City Specifications and pay for and install one metal electrolier, incandescent light with overhead covering, in accordance with City specifications and if same is not completed within six months you are authorized to deliver the funds covering cost of completed work. However, when work has been completed and accepted by the City of San Leandro then and in that event you are to release the said amount of \$4040.00 to undersigned.

A handwritten signature in blue ink, appearing to be "J. L. F.", located at the bottom right of the document.

AP74913

IN THE CITY COUNCIL OF THE CITY OF SAN LEANDRO

RESOLUTION NO. 3686 C.M.S.

RESOLUTION APPROVING CONTRACT
(Scribner)

Whereas, a contract with Harlow.Scribner, has been presented to this Council; and

Whereas, the City Council is familiar with the contents thereof; and

Whereas, the City Manager has recommended the execution of said agreement;

Now, therefore, the City Council of the City of San Leandro does RESOLVE as follows:

That said contract be and the same hereby is approved and the Mayor is hereby authorized and directed to execute the same on behalf of this City.

Introduced by Councilman Swift and passed and adopted this 24th day of July, 1958, by the following called vote:

Ayes:	Councilmen: Cheatham, Gill, Kant, Swift, Maltester	(5)
Noes:	Councilmen: Frazier	(1)
Absent:	Councilmen: Taylor	(1)

Jack W. Maltester
Mayor of the City of San Leandro

Attest: H. H. Burbank
H. H. Burbank, City Clerk

7/22/58/nf

I, H. H. Burbank, City Clerk of the City of San Leandro, hereby certify the foregoing to be a full, true and correct copy of Resolution No. 3686 C.M.S. adopted at a meeting of Said City Council on July 24, 1958, at San Leandro, California.

July 28, 1958

H. H. Burbank
City Clerk

AGREEMENT

This Agreement, made and entered into this 24 day of July, 1958, by and between the CITY OF SAN LEANDRO, a municipal corporation, hereinafter called "City", and HARLOW SCRIBNER, hereinafter called "Scribner",

RECITALS

The City and Scribner have agreed upon exchange of the properties hereinafter described. The City proposes to abandon a portion of Palm Court, a dedicated public street, and to execute a quitclaim deed of the property so abandoned to Scribner. In consideration of such action by the City, Scribner proposes to grant to the City for street or public parking purposes with easements for ingress and egress to Scribner's proposed shopping center, sidewalks, parking area and store area, the property hereinafter enumerated.

Now, therefore, in consideration of the premises, the parties do hereby mutually agree as follows:

A. The City will:

1. Vacate in the manner provided by law therefor, a portion of Palm Court hereinafter described as Parcel I.
2. Execute a quitclaim deed to Scribner covering said Parcel I.

B. Scribner will:

1. Execute a deed to the City conveying for street or public parking purposes with easements for ingress and egress to Scribner's adjoining shopping center property, sidewalks, parking area, and store area, the property hereinafter designated as Parcel II.
2. Improve at Scribner's expense and to the plans and specifications of the City therefor, said Parcel II. Without in anywise limiting the generality of the foregoing, said improvements shall include but not be limited to the following:
 - (a) Grade and pave said Parcel II for use as a parking lot, said grading and paving shall cover:
 - (1) Removal of existing foundations.
 - (2) Grading approximately 790 square yards.
 - (3) Placing approximately 240 tons of untreated base 6 inches thick.
 - (4) Place approximately 85 tons of plantmix surfacing 2 inches thick.

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- (2) ...
- (3) ...
- (4) ...
- (5) ...

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- (b) To light said Parcel II in accordance with City plans and specifications therefor, and including:
 - (1) Metal electrolier (flourescent luminaire), together with necessary electrical connections to the City's adjacent electroliers.
 - (c) City is preparing plans and specifications covering the improvement of both Parcels I and II. Scribner agrees to pay his pro rata share of the cost of such plans and specifications. This pro rata share will be based on the ratio of the area of the respective parcels.
 - (d) Scribner agrees to pay for all normal engineering costs such as inspection, staking, testing, etc., of the improvements placed by him on Parcel II.
3. Scribner agrees to deposit the sum of FOUR THOUSAND FORTY DOLLARS (\$4,040), with the Alameda County-East Bay Title Insurance Company as a cash bond for the faithful performance of the things agreed to be performed by him.

Said Alameda County-East Bay Title Insurance Company is hereby instructed to hold said sum of \$4,040 upon the following conditions:

- (a) If Scribner shall in all particulars perform his part of this contract within six months from July 24, 1958, such performance to be evidenced by a certificate from the Public Works Director of the City of San Leandro to that effect, said sum shall be redelivered to Scribner. In the event Scribner fails to perform any or all of the things herein agreed to be done by him, then said title company shall deliver to the City of San Leandro upon written demand therefor, any sums expended by City in the performance of those things wherein Scribner defaulted.
- (b) Scribner further agrees that if in the event of his default the cost of performance by the City exceeds the sum of \$4,040, Scribner shall pay to the City such excess. City agrees that if such costs are less than \$4,040, that it will release such surplus to Scribner.
- (c) Scribner agrees to replace the existing sewer in Parcel I into the new street commonly called Dolores Avenue Extension.

The properties herein referred to are all that land situated in the City of San Leandro, County of Alameda, State of California, described as follows:

PARCEL I

Commencing at the point of intersection of the northeast line of Washington Avenue with the southeast line of Palm Court, as said court is described in the deed from Minnie M. Pelton and Allen E. Pelton, her husband, to the City of San Leandro, a municipal corporation, dated June 18, 1917, and recorded June 19, 1917, in Book 2567 of Deeds, page 324,

THE BOARD OF DIRECTORS OF THE
COMPANY OF THE CITY OF NEW YORK
HAS RESOLVED TO GRANT TO THE
SAYRE COMPANY, INC. A LEASE OF
THE LANDS AND BUILDINGS OF THE
CITY OF NEW YORK, FOR THE
PURPOSES OF THE SAID COMPANY.

ARTICLE I

SECTION 1. The City of New York, by and through the Board of Directors of the City of New York, do hereby lease to the Sayre Company, Inc., all the lands and buildings of the City of New York, for the purposes of the said company.

SECTION 2. The lease shall be for a term of years, to be determined by the Board of Directors of the City of New York, and shall be subject to the terms and conditions hereinafter set forth.

SECTION 3.

(a) The lease shall be for a term of years, to be determined by the Board of Directors of the City of New York, and shall be subject to the terms and conditions hereinafter set forth.

SECTION 4.

(b) The lease shall be for a term of years, to be determined by the Board of Directors of the City of New York, and shall be subject to the terms and conditions hereinafter set forth.

(c) The lease shall be for a term of years, to be determined by the Board of Directors of the City of New York, and shall be subject to the terms and conditions hereinafter set forth.

(d) The lease shall be for a term of years, to be determined by the Board of Directors of the City of New York, and shall be subject to the terms and conditions hereinafter set forth.

(e) The lease shall be for a term of years, to be determined by the Board of Directors of the City of New York, and shall be subject to the terms and conditions hereinafter set forth.

(f) The lease shall be for a term of years, to be determined by the Board of Directors of the City of New York, and shall be subject to the terms and conditions hereinafter set forth.

(g) The lease shall be for a term of years, to be determined by the Board of Directors of the City of New York, and shall be subject to the terms and conditions hereinafter set forth.

(h) The lease shall be for a term of years, to be determined by the Board of Directors of the City of New York, and shall be subject to the terms and conditions hereinafter set forth.

(i) The lease shall be for a term of years, to be determined by the Board of Directors of the City of New York, and shall be subject to the terms and conditions hereinafter set forth.

(j) The lease shall be for a term of years, to be determined by the Board of Directors of the City of New York, and shall be subject to the terms and conditions hereinafter set forth.

(k) The lease shall be for a term of years, to be determined by the Board of Directors of the City of New York, and shall be subject to the terms and conditions hereinafter set forth.

(l) The lease shall be for a term of years, to be determined by the Board of Directors of the City of New York, and shall be subject to the terms and conditions hereinafter set forth.

(m) The lease shall be for a term of years, to be determined by the Board of Directors of the City of New York, and shall be subject to the terms and conditions hereinafter set forth.

(n) The lease shall be for a term of years, to be determined by the Board of Directors of the City of New York, and shall be subject to the terms and conditions hereinafter set forth.

(o) The lease shall be for a term of years, to be determined by the Board of Directors of the City of New York, and shall be subject to the terms and conditions hereinafter set forth.

(p) The lease shall be for a term of years, to be determined by the Board of Directors of the City of New York, and shall be subject to the terms and conditions hereinafter set forth.

(q) The lease shall be for a term of years, to be determined by the Board of Directors of the City of New York, and shall be subject to the terms and conditions hereinafter set forth.

(r) The lease shall be for a term of years, to be determined by the Board of Directors of the City of New York, and shall be subject to the terms and conditions hereinafter set forth.

(s) The lease shall be for a term of years, to be determined by the Board of Directors of the City of New York, and shall be subject to the terms and conditions hereinafter set forth.

Alameda County Records; thence along the last mentioned line the two following courses: north 62° east 105.03 feet, and south 84° 15' east 18 feet to the ACTUAL POINT OF BEGINNING; thence north 28° west 48 feet; thence north 62° east 128 feet; thence south 28° east 48 feet to the said southeast line of Palm Court; thence south 62° west 128 feet along the last mentioned line to the point of beginning.

PARCEL II

Beginning at the intersection of the northeastern line of Washington Avenue, formerly Watkins Street, with the southeastern line of Palm Drive, formerly Palm Court, as said Court is described in the deed to City of San Leandro, dated June 18, 1917, recorded June 19, 1917 in Book 2567 of Deeds, page 324, Alameda County Records; and running thence along said line of Palm Drive as follows: north 62° 00' east 105.03 feet, south 84° 15' east 18 feet and north 62° 00' east 128 feet to the actual point of commencement; thence continuing along said line of Palm Drive north 62° 00' east 87 feet to a line drawn parallel with said line of Washington Avenue and distant 335 feet northeasterly therefrom measured at a right angle thereto; thence along said parallel line south 28° 00' east 81 feet; thence south 62° 00' west 87 feet to a line drawn south 28° 00' east from the actual point of commencement; thence north 28° 00' west 81 feet to the actual point of commencement.

IN WITNESS WHEREOF, this agreement has been executed by the parties the day and year first above written.

AP74913

CITY OF SAN LEANDRO, a municipal corporation

RECORDED at REQUEST OF
CITY OF SAN LEANDRO
At 3 Min. Past 9 A.M.

JUL 29 1958

BOOK 8737 PAGE 373

OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA

Thomas W. Fitzsimmons
COUNTY RECORDER

By

Jack D. Maestri
Mayor

Harlow Scribner
HARLOW SCRIBNER

D. H.

7/23/58/nf

INDEXED

AP74913

H. H. Burbank,
AP74913

Clark
City

Chas Hall

San Leandro, Calif.

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Gill

EGK.S.M. S⁻A

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Jack H. Inatista
Mayor of the City of San Leandro

H. H. Burbank
H. H. Burbank, City Clerk

7/24/58/nf

I, H. H. Burbank, City Clerk of the City of San Leandro, hereby certify the foregoing to be a full, true, and correct copy of Resolution No. 3688 C.M.S. adopted at a meeting of said City Council on July 24, 1958, at San Leandro, California.

Dated: July 25, 1958

City Clerk

58 586

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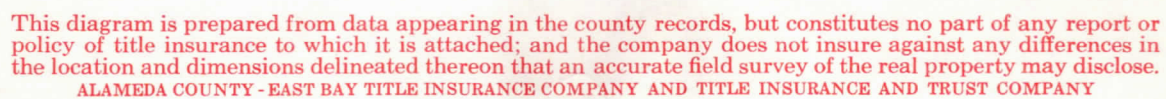
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SHEET NO. 1 OF 1
JOB NO.

ACCEPTED BY
COUNCIL &
RECORDED 8-12-58

Re: LD 58-64

ACQUIRED

BY Bk 8752 Pg 417

DATE 8-12-58

WASHINGTON
(WATKINS ST.) AVE.

528° E	418.22'
117.66'	

PALM

DR.
(CT.)

395'

Actual Point of Commencement-

Point of beg'g
N62°00'E 105.03'

S 84° 15' E
18'

NG 2° 00' E 128'

N 62° 00' E
87'

SE/L Palm Ct. as described in deed from M.M. Pelton & A.E. Pelton to City of San Leandro, dated June 18, 1917, recorded June 19, 1917 in Book 2567 of Deeds, page 324, Alameda County Records.

N 28° 00' W

87'
562°00' W

3,00825
18

MICROFILMED