

DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
 PEARL KESSLER, a married woman, hereby grants to THE CITY OF SAN LEANDRO,
 A Municipal Corporation, all that real property situated in the City of
 San Leandro, County of Alameda, State of California, described as follows:

COMMENCING at the point of intersection of the southwestern line of San Leandro Boulevard, formerly Estudillo Street, with the northwestern line of Williams Street, said point of intersection being the most eastern corner of lot I in Block 42, as said lot, block and streets, are shown on the map of the Town of San Leandro, filed February 27, 1855 in Book 2 of Maps, page 43, Alameda County Records; thence north $27^{\circ} 37' 04''$ west 25.67 feet along the said line of San Leandro Boulevard to the northeastern line of the Western Pacific Railroad right of way, 80 feet wide, being the ACTUAL POINT OF BEGINNING; thence north $49^{\circ} 07'$ west 6.40 feet along the last mentioned line to a non-tangent curve concave to the west and having a radius of 50 feet; thence northerly 5.33 feet along said curve to a non-tangent line, being the said southwestern line of San Leandro Boulevard; thence south $27^{\circ} 37' 04''$ east 10.74 feet along the last mentioned line to the point of beginning.



Dated September 29, 1959.

X Pearl Kessler

State of California) ss.
 County of Alameda)

On Oct. 2., 1959, before me, the undersigned a Notary Public in and for said County and State personally appeared

PEARL KESSLER

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

Samuel L. Gold
 Samuel L. Gold

Notary Public in and for said County and State.

This is to certify that the interest in real property conveyed by the deed or grant dated September 29, 1959 from PEARL KESSLER, a married woman, 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: *October 30, 1959*

AQ133401

By *H. H. Burbank*
 H. H. Burbank, City Clerk

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

NOV 12 1959
 BOOK 9208 PAGE 323
 OFFICIAL RECORDS OF
 ALAMEDA COUNTY, CALIFORNIA
Thomas W. Fitzsimmons
 COUNTY RECORDER

DH

412

59
 788

RECORDED BY COUNTY CLERK
OFFICIAL RECORDS OF
BOOK 3508 PAGE 333
NOV 18 1923

RECORDED BY COUNTY CLERK
OFFICIAL RECORDS OF
BOOK 3508 PAGE 333
NOV 18 1923

NO 133401

BY H. H. WINTERBURN, CITY CLERK

Dated:

its duly authorized officer.

December 1, 1922, and the grantee consents to recordation thereof by
assessed by order of the City Council of the City of San Leandro on
motion, to the CITY OF SAN LEANDRO, a political corporation, as hereby
deed of Grant dated September 30, 1922 from BEVIE KESSLER, a married
this is to certify that the interest in real property conveyed by the

and state.

Notary Public in and for said county

Samuel L. Cold

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

BEVIE KESSLER

said county and state personally appeared
on Oct. 3, 1922, before me, the undersigned a Notary Public in and for

County of Alameda) ss.
State of California)

Dated September 30, 1922.

last mentioned line to the point of beginning.
Boreas; thence south 34° 31' 04" east 10.74 feet along the
non-tangent line, being the said southwestern line of San Leandro
20 feet; thence northerly 2° 33' feet along said curve to a
non-tangent curve concave to the west and having a radius of
north 40° 04' west 0.40 feet along the last mentioned line to
30 feet wide, being the actual point of beginning; thence
northeastern line of the Western Pacific Railroad right of way,
22.02 feet along the said line of San Leandro Boreas to the
Boreas 43' Alameda County records; thence north 34° 31' 04" west
of San Leandro, filed February 27, 1922 in Book 3 of Maps,
said lot, block and streets, and shown on the map of the Town
section being the most eastern corner of lot 1 in Block 45, as
the northwestern line of Williams Street, said point of inter-
line of San Leandro Boreas, formerly Catemilla Street, with
COMMENCING at the point of intersection of the southwestern

San Leandro, County of Alameda, State of California, described as follows:

A municipal corporation, all that real property situated in the City of

BEVIE KESSLER, a married woman, hereby grants to THE CITY OF SAN LEANDRO,

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

DEED

NO 133401

BOOK 3508 PAGE 333

2 AQ133401

INDEXED

566440

POLICY OF TITLE INSURANCE

ISSUED BY

CALIFORNIA PACIFIC TITLE INSURANCE COMPANY

AND

TITLE INSURANCE AND TRUST COMPANY

CALIFORNIA PACIFIC TITLE INSURANCE COMPANY, a California corporation, and TITLE INSURANCE AND TRUST COMPANY, a California corporation, together herein called the Company, for a valuable consideration paid for this policy of title insurance, the number, date, and amount of which are shown in Schedule A, do hereby insure the parties named as Insured in Schedule A, together with the persons and corporations included in the definition of "the insured" as set forth in the stipulations of this policy, against loss or damage not exceeding the amount stated in Schedule A which the Insured shall sustain by reason of:

1. Title to the land described in Schedule A being vested, at the date hereof, otherwise than as herein stated; or
2. Unmarketability, at the date hereof, of the title to said land of any vestee named herein, unless such unmarketability exists because of defects, liens, encumbrances, or other matters shown or referred to in Schedule B; or
3. Any defect in, or lien or encumbrance on, said title, existing at the date hereof, not shown or referred to in Schedule B; or
4. Any defect in the execution of any mortgage or deed of trust shown in Schedule B securing an indebtedness, the owner of which is insured by this policy, but only insofar as such defect affects the lien or charge of such mortgage or deed of trust upon said land; or
5. Priority, at the date hereof, over any such mortgage or deed of trust, of any lien or encumbrance upon said land, except as shown in Schedule B, such mortgage or deed of trust being shown in the order of its priority in Part Two of Schedule B.

All subject, however, to Schedules A and B and the Stipulations herein, all of which schedules and stipulations are hereby made a part of this policy.

In Witness Whereof, the Companies have caused their corporate names and seals to be hereunto affixed by their duly authorized officers on the date shown in Schedule A.

**TITLE INSURANCE AND
TRUST COMPANY**

By

Ernest J. Loebl

President

And

J. B. Soucia

Assistant Secretary

**CALIFORNIA PACIFIC TITLE
INSURANCE COMPANY**

By

Benjamin J. Stanley

President

And

J. B. Soucia

Assistant Secretary



SCHEDULE A

Amount \$ 200.00

Fee \$ 45.00

Policy No. B- 566440

Policy Date November 12, 1959 at 8:30 A.M.
INSURED

THE CITY OF SAN LEANDRO

1. The title to said land is, at the date hereof, vested in:

THE CITY OF SAN LEANDRO
(a municipal corporation)

2. Description of land in the City of San Leandro,
County of Alameda, State of California, title to which is insured by this policy:

(See following page)

(see following page)

STANDARD TIME OF DAY
STANDARD TIME OF DAY

(continued from previous page)
STANDARD TIME OF DAY

STANDARD TIME OF DAY

STANDARD TIME OF DAY
STANDARD TIME OF DAY

STANDARD TIME OF DAY

STANDARD TIME OF DAY

STANDARD TIME OF DAY

STANDARD TIME OF DAY

SCHEDULE A

COMMENCING at the point of intersection of the southwestern line of San Leandro Boulevard, formerly Estudillo Street, with the northwestern line of Williams Street, said point of intersection being the most eastern corner of lot I in Block 42, as said lot, block, and streets, are shown on the map of the Town of San Leandro, filed February 27, 1855 in Book 2 of Maps, page 43, Alameda County Records; thence north 28° west 23 feet, more or less, along the said line of San Leandro Boulevard to the northeastern line of the Western Pacific Railroad right of way, 80 feet wide, being the ACTUAL POINT OF BEGINNING; thence north $49^{\circ} 33'$ west 8.10 feet along the last mentioned line to a non-tangent curve concave to the west and having a radius of 50 feet; thence northerly 6.56 feet along said curve to a non-tangent line, being the said southwestern line of San Leandro Boulevard; thence south 28° east 13.40 feet along the last mentioned line to the point of beginning.

SCHEDULE B

This policy does not insure against loss by reason of the matters shown or referred to in this Schedule except to the extent that the owner of any mortgage or deed of trust shown in Part Two is expressly insured in paragraphs numbered 4 and 5 on page 1 of this policy.

PART ONE: This part of Schedule B refers to matters which, if any such exist, may affect the title to said land, but which are not shown in this policy:

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

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

1959-60 General and Special County and City taxes
all payable to County Tax Collector:

1st installment \$418.66 Paid

2nd installment \$418.65 Payable
Due Feb. 1st-Delinquent April 10th

County Account No. 75-42-2

(Affects other property also)

(Witnesses of the Court)

County Account No. 12-16-3

One per 12-16-30 per 1000
and 12-16-30 per 1000

for 12-16-30 per 1000

for 12-16-30 per 1000
12-16-30 per 1000 and 12-16-30 per 1000

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for 12-16-30 per 1000

SCHEDULE B

STIPULATIONS

Scope of Coverage

1. This policy does not insure against, and the Company will not be liable for loss or damage created by or arising out of any of the following:

(a) defects, liens, claims, encumbrances, or other matters which result in no pecuniary loss to the insured; (b) defects, liens, encumbrances, or other matters created or occurring subsequent to the date hereof; (c) defects, liens, encumbrances, or other matters created or suffered by the insured claiming such loss or damage; or (d) defects, liens, claims, encumbrances, or other matters existing at the date of this policy and known to the insured claiming such loss or damage, either at the date of this policy or at the date such insured claimant acquired an estate or interest insured by this policy, unless such defect, lien, claim, encumbrance or other matter shall have been disclosed to the Company in writing prior to the issuance of this policy or appeared at the date of this policy on the public records. Any rights or defenses of the Company against a named insured shall be equally available against any person or corporation who shall become an insured hereunder as successor of such named insured.

Defense of Actions

2. The Company at its own cost shall defend the insured in all litigation consisting of actions or proceedings against the insured, or defenses, restraining orders, or injunctions interposed against a foreclosure or sale of said land in satisfaction of any indebtedness, the owner of which is insured by this policy, which litigation is founded upon a defect, lien, encumbrance, or other matter insured against by this policy, and may pursue such litigation to final determination in the court of last resort. In case any such litigation shall become known to any insured, or in case knowledge shall come to any insured of any claim of title or interest which is adverse to the title as insured or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, such insured shall notify the Company thereof in writing. If such notice shall not be given to the Company at least two days before the appearance day in any such litigation, or if such insured shall not, in writing, promptly notify the Company of any defect, lien, encumbrance, or other matter insured against, or of any such adverse claim, which shall come to the knowledge of such insured, in respect to which loss or damage is apprehended, then all liability of the Company as to each insured having such knowledge shall cease and terminate; provided, however, that failure to so notify the Company shall in no case prejudice the claim of any insured unless the Company shall be actually prejudiced by such failure. The Company shall have the right to institute and prosecute any action or proceeding or do any other act which, in its opinion, may be necessary or desirable to establish the title, or any insured lien or charge, as insured. In all cases where this policy permits or requires the Company to prosecute or defend any action or proceeding, the insured shall secure to it in writing the right to so prosecute or defend such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the insured for such purpose. Whenever requested by the Company the insured shall assist the Company in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, prosecuting or defending such action or proceeding, to such extent and in such manner as is deemed desirable by the Company, and the Company shall reimburse the insured for any expense so incurred. The Company shall be subrogated to and be entitled to all costs and attorneys' fees incurred or expended by the Company, which may be recoverable by the insured in any litigation carried on by the Company on behalf of the insured. The word "knowledge" in this paragraph means actual knowledge, and does not refer to constructive knowledge or notice which may be imputed by the public records.

Notice of Actions or Claims to be Given by the Insured

3. A statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within sixty days after such loss or damage shall have been ascertained. No action or proceeding for the recovery of any such loss or damage shall be instituted or maintained against the Company until after full compliance by the insured with all the conditions imposed on the insured by this policy, nor unless commenced within twelve months after receipt by the Company of such written statement.

Notice of Loss

Limitation of Action

4. The Company reserves the option to pay, settle, or compromise for, or in the name of, the insured, any claim insured against or to pay this policy in full at any time, and payment or tender of payment of the full amount of this policy, together with all accrued costs which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder, including all obligations of the Company with respect to any litigation pending and subsequent costs thereof.

Option to Pay, Settle or Compromise Claims

5. Whenever the Company shall have settled a claim under this policy, it shall be subrogated to and be entitled to all rights, securities, and remedies which the insured would have had against any person or property in respect to such claim, had this policy not been issued. If the pay-

Subrogation Upon Payment or Settlement

ment does not cover the loss of the insured, the Company shall be subrogated to such rights, securities, and remedies in the proportion which said payment bears to the amount of said loss. In either event the insured shall transfer, or cause to be transferred, to the Company such rights, securities, and remedies, and shall permit the Company to use the name of the insured in any transaction or litigation involving such rights, securities, or remedies.

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

Payment of Loss and Costs of Litigation

Indorsement of Payment on Policy

Manner of Payment of Loss to Insured

Definition of Terms

6. The Company has the right and option, in case any loss is claimed under this policy by an insured owner of an indebtedness secured by mortgage or deed of trust, to pay such insured the indebtedness of the mortgagor or trustor under said mortgage or deed of trust, together with all costs which the Company is obligated hereunder to pay, in which case the Company shall become the owner of, and such insured shall at once assign and transfer to the Company, said mortgage or deed of trust and the indebtedness thereby secured, and such payment shall terminate all liability under this policy to such insured.

7. The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon the insured in litigation carried on by the Company for the insured, and in litigation carried on by the insured with the written authorization of the Company, but not otherwise. The liability of the Company under this policy shall in no case exceed, in all, the actual loss of the insured and costs which the Company is obligated hereunder to pay, and in no case shall such total liability exceed the amount of this policy and said costs. All payments under this policy shall reduce the amount of the insurance pro tanto, and payment of loss or damage to an insured owner of indebtedness shall reduce to that extent the liability of the Company to the insured owner of said land. No payment may be demanded by any insured without producing this policy for indorsement of such payment.

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.

9. The following terms when used in this policy mean:

(a) "named insured": the persons and corporations named as insured in Schedule A of this policy;

(b) "the insured": such named insured together with (1) each successor in ownership of any indebtedness secured by any mortgage or deed of trust shown in Schedule B, the owner of which indebtedness is named herein as an insured, (2) any such owner or successor in ownership of any such indebtedness who acquires the land described in Schedule A or any part thereof, by lawful means in satisfaction of said indebtedness or any part thereof, (3) any governmental agency or instrumentality acquiring said land under an insurance contract or guarantee insuring or guaranteeing said indebtedness or any part thereof, and (4) any person or corporation deriving an estate or interest in said land as an heir or devisee of a named insured or by reason of the dissolution, merger, or consolidation of a corporate named insured;

(c) "land": the land described specifically or by reference in Schedule A and improvements affixed thereto which by law constitute real property;

(d) "date": the exact day, hour and minute specified in Schedule A as "Policy Date" (unless the context clearly requires a different meaning);

(e) "taxing agency": the State and each county, city and county, city and district in which said land or some part thereof is situated that levies taxes or assessments on real property;

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

Written Indorsement Required to Change Policy

Notices Where Sent

Fee Defined

10. No provision or condition of this policy can be waived or changed except by writing endorsed hereon or attached hereto signed by the President, a Vice-President, the Secretary, or an Assistant Secretary of each of the companies.

11. All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this policy.

12. The fee specified in Schedule A is the total fee for title search and examination, title insurance and escrow.

AFFILIATED OFFICES

Alameda County

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

Butte County

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

Calaveras County

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

Contra Costa County

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

Los Angeles County

Title Insurance and Trust Company
433 South Spring Street, Los Angeles

Marin County

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

Monterey County

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

Sacramento County

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

POLICY OF TITLE INSURANCE

CALIFORNIA PACIFIC TITLE INSURANCE COMPANY

AND

TITLE INSURANCE AND TRUST COMPANY

ISSUED IN
ALAMEDA COUNTY

**CALIFORNIA PACIFIC TITLE
INSURANCE COMPANY**

**DIVISION OF
TITLE INSURANCE AND TRUST COMPANY**

**15th AND FRANKLIN STREETS
OAKLAND, CALIFORNIA**

AFFILIATED OFFICES

San Francisco

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

Santa Clara County

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

Santa Cruz County

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

San Joaquin County

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

San Mateo County

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

Shasta County

North Valley Title and Escrow Company
1301 Court Street, Redding

Sonoma County

Sonoma County Land Title Company
538 Mendocino Avenue, Santa Rosa

November 2, 1959

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

Gentlemen:

Please refer to your Application No. 566440 SL 41.

Enclosed are the following:

One Certified copy of Deed from Pearl Kessler with certification of
H. H. Burbank, City Clerk, accepting deed.
One City Warrant in the amount of \$190.00.

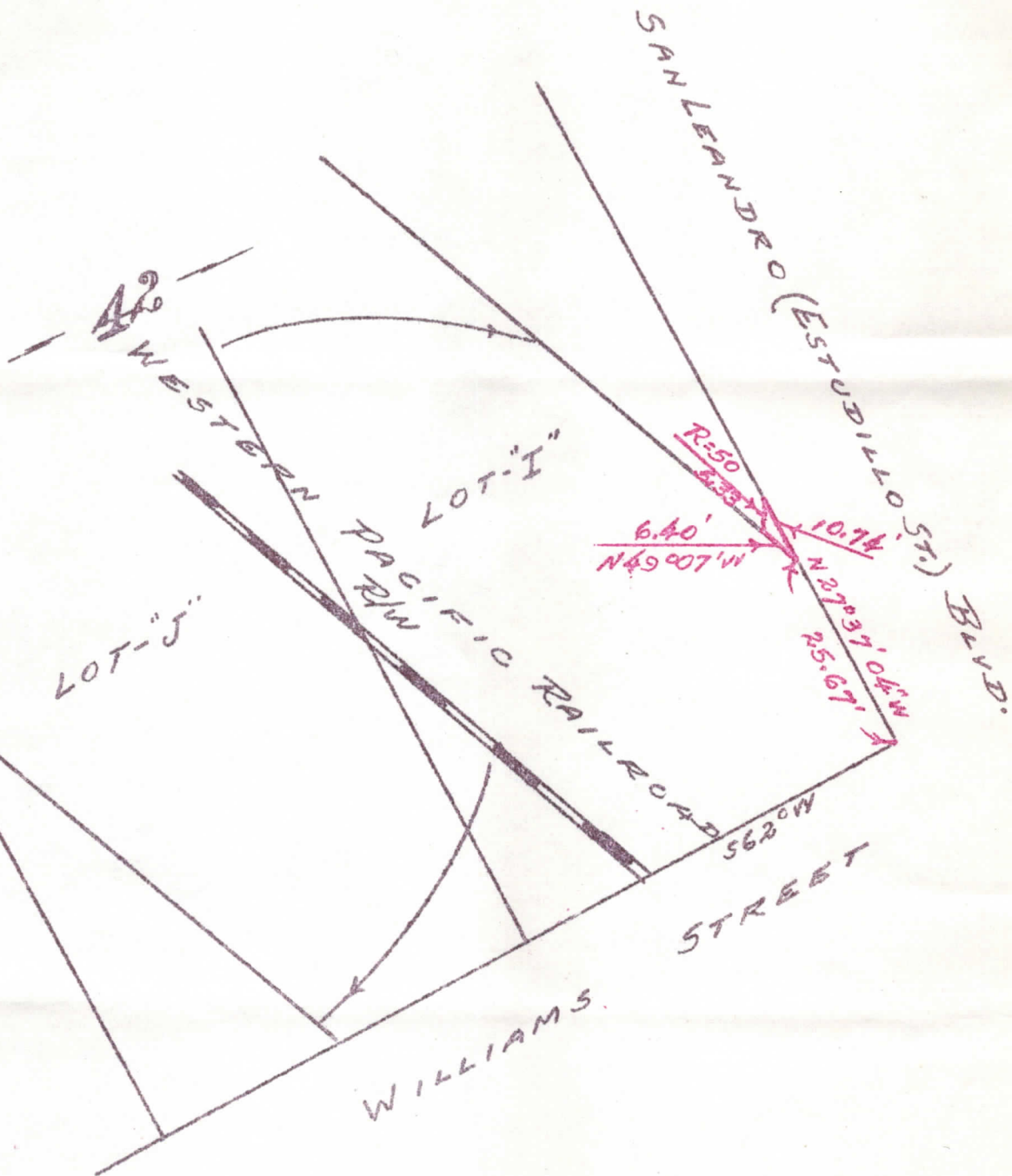
It is my understanding that seller's instructions have been given to you
by Beadrich Healtors.

Upon recitation of deed and issuance of the policy of title insurance
showing the title vested in the City of San Leandro free and clear of all
encumbrances, you are authorized to deliver this payment to the persons
entitled thereto. Taxes are to be pro-rated as of date of recording of
deed. Please have deed recorded and returned directly to the City Clerk,
City Hall, San Leandro, California.

Very truly yours,

H. N. Lindahl,
Finance Officer

Encl. 2
cc-Garden
Horton
Burbank



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

