

AX165918

RE:1655 IM:678

RECORDING REQUESTED BY

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

AND WHEN RECORDED MAIL TO

DEC - 3 1965

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

DH

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Name The City of San Leandro
Street Office of the City Manager
Address 835 East 14th Street
City & State San Leandro, California

MAIL TAX STATEMENTS TO RETURN ADDRESS ABOVE

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

608530 RS-28 (5)

Grant Deed

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

TO 405 C

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

HAROLD G. NORCUP AND MARY JANE NORCUP, his wife
hereby GRANT(S) toTHE CITY OF SAN LEANDRO, A Municipal Corporation
the following described real property in the City of San Leandro
County of Alameda, State of California:LOT 5, as said lot is shown on the map of "Record of Survey for Oliver
and Coburn in the City of San Leandro, Alameda County, California",
filed February 8, 1963, in Book 4 of recorded surveys, page 70, in the
office of the County Recorder of Alameda County.

Dated: November 24, 1965

STATE OF CALIFORNIA } SS.
COUNTY OF Alameda }On December 2, 1965 before me, the under-
signed, a Notary Public in and for said State, personally appeared
Harold G. Norcup and Mary
Jane Norcup, his wife_____, known to me
to be the person(s) whose name(s) are subscribed to the within
instrument and acknowledged that they executed the same.

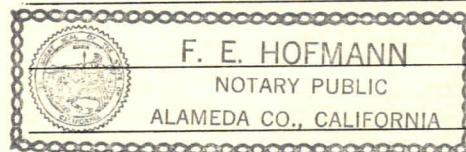
WITNESS my hand and official seal.

(Seal)

Signature

F. E. Hofmann

Name (Typed or Printed)

My commission expires May 10, 1968
If executed by a Corporation the Corporation Form of
Acknowledgment must be used.Harold G. Norcup
Mary Jane Norcup

Title Order No. _____

Escrow No. _____



GRANT DEED



Title Insurance
and
Trust Company

COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL

GRANT DEED



Title Insurance
and
Trust Company

COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL

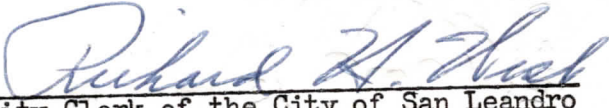


RE:1655 IM:679

This is to certify that the interest in real property conveyed by
Deed or Grant, dated, November 24, 1965, from

Harold G. Norcup and Mary Jane Norcup, his wife
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

AX165918

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 FIFTY EIGHT THOUSAND,
TWO HUNDRED FIFTY AND NO/100 ----- (\$ 58,250.00) 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: Lot 5, as said lot is shown on the Map of "Record of
Survey for Oliver & Coburn, in the City of San Leandro, Alameda County, California,"
filed 2/8/63, in Book 4 of recorded surveys, Page 70, in the office of the County
Recorder of Alameda County.

Optionee shall have the right to close this application at any time within
120 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 FIFTY EIGHT THOUSAND --
TWO HUNDRED FORTY AND NO/100 ----- (\$ 58,240.00) DOLLARS, in full payment
of the purchase price of said real property; but if said option is not closed
within 120 days ----- from date hereof, I am to retain the said sum of
TEN AND NO/100 ----- (\$ 10.00) DOLLARS, so paid as aforesaid, as liquidated
damages. If said Option is closed within the said 120 days -----, the
amount paid as aforesaid is to be applied towards the purchase price. Time is
of the essence of this contract.

Dated this 9th day of November -----, 19 65.

Harold J. Norcup
Mary Jane Norcup

State of California) ss
County of Alameda)

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

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

Notary Public in and for said County and
State
My Commission Expires: -----

OPTION

In consideration of _____ (\$10,000) Dollars,
The receipt whereof is hereby acknowledged, I hereby give to the City of San
_____, a Municipal Corporation,
as an option, the option of buying, for the full price of _____
(\$28,250.00) Dollars,
the following described real property situated in the City of _____
County of _____, State of California, and more particularly
described as follows, to wit: _____
Survey for Oliver & Coburn, in the City of San Leandro, Alameda County, California,
filed _____, in book _____ of recorded surveys, Page _____ in the office of the County
Recorder of Alameda County.

Optionee shall have the right to close this application at any time within
_____ 120 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 _____
(\$28,250.00) Dollars, in full payment
of the purchase price of said real property; but if said option is not closed
within _____ 120 days _____ from date hereof, I am to retain the said sum of
_____ (\$10,000) Dollars, so paid as aforesaid, as liquidated
damages. If said Option is closed within the said _____ 120 days _____, the
amount paid as aforesaid is to be applied towards the purchase price. This is
of the essence of this contract.

Dated this _____ day of _____, 19____

State of California) ss
County of Alameda)
On this _____ day of _____, 19____, before me, the undersigned Notary
Public, personally appeared _____
known to me to be the person _____ described in and whose name
to and who executed the within instrument and acknowledged to me that
executed the same.

Notary Public in and for said County and
State
My Commission Expires _____



POLICY OF TITLE INSURANCE

ISSUED BY

Title Insurance and Trust Company

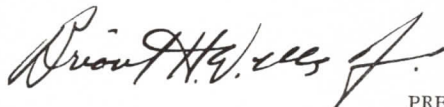
Title Insurance and Trust Company, a California corporation, herein called the Company, for a valuable consideration paid for this policy, the number, the effective date, and amount of which are shown in Schedule A, hereby insures the parties named as Insured in Schedule A, the heirs, devisees, personal 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.

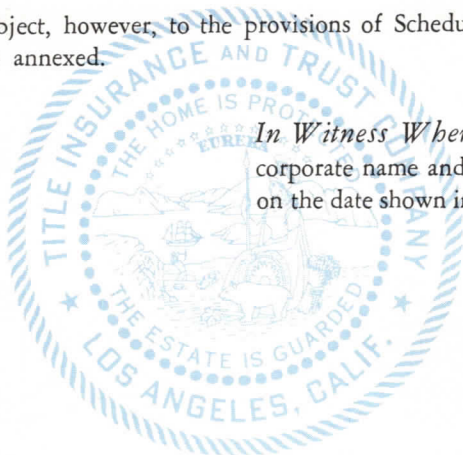
Title Insurance and Trust Company

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 A

ML

Amount \$ 58,250.00 Effective Date DECEMBER 3, 1965
AT 9:30 A.M.
INSURED

Premium \$ 330.00
Policy No. 608530
RS-28
(5)

THE CITY OF SAN LEANDRO

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

THE CITY OF SAN LEANDRO
A MUNICIPAL CORPORATION

2. The estate or interest in the land described or referred to in Schedule C covered by this policy is a fee.

SCHEDULE B

This policy does not insure against loss or damage by reason of the following:

PART I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

SCHEDULE B — (*Continued*)

PART II

1. GENERAL AND SPECIAL COUNTY AND CITY TAXES FOR THE FISCAL YEAR 1965-66, INCLUDING PERSONAL PROPERTY TAX:
FIRST INSTALLMENT : DUE
SECOND INSTALLMENT: PAYABLE

2. THE DEED BY PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION, AS PACIFIC, TO CALIFORNIA PACIFIC TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION, DATED DECEMBER 13, 1960, RECORDED JANUARY 4, 1961, ON REEL 238, IMAGE 281, OFFICIAL RECORDS, INSTRUMENT NO. AS-1006, CONTAINS, AMONG OTHER THINGS, THE FOLLOWING LANGUAGE:

THIS CONVEYANCE IS MADE SUBJECT (A) TO SAID DEED FROM PACIFIC, TO STATE OF CALIFORNIA, FOR HIGHWAY PURPOSES, AND (B) TO THE PERMISSION GIVEN BY PACIFIC, TO ORO LOMA SANITARY DISTRICT, DATED NOVEMBER 13, 1951 FOR A SANITARY SEWER PIPE LINE WITHIN A STRIP OF LAND OF THE UNIFORM WIDTH OF 5 FEET EXTENDING ENTIRELY ACROSS SAID REAL PROPERTY AND LYING EQUALLY ON EACH SIDE OF THE LINE WHICH IS PARALLEL WITH AND DISTANT 4.5 FEET SOUTHEASTERLY FROM (MEASURED AT A RIGHT ANGLE TO) THE NORTHWESTERLY BOUNDARY LINE OF SAID REAL PROPERTY.

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:

LOT 5, AS SAID LOT IS SHOWN ON THE MAP OF "RECORD OF SURVEY
FOR OLIVER AND COBURN IN THE CITY OF SAN LEANDRO, ALAMEDA COUNTY,
CALIFORNIA", FILED FEBRUARY 8, 1963, IN BOOK 4 OF RECORDED SURVEYS,
PAGE 70, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

584

OFFICE OF THE
CITY MANAGER



CITY OF SAN LEANDRO

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

November 23, 1965

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

Gentlemen:

Please refer to your escrow #608530, dated July 6, 1965, Harold G. and Mary Jane Norcup property.

Enclosed are the following: a City warrant in the amount of \$58,240.00, 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 \$58,250.00 -- \$10.00 having been paid to the owners at the time of taking the option.

Please prepare a deed describing the optioned property, conveying title from Harold G. and Mary Jane Norcup to the City of San Leandro, a Municipal Corporation. The reference on the preliminary title report indicates there may be a second deed of trust on the property. If there is, it of course will have to be satisfied by the sellers. Taxes and rents 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. Also, the present owners have been asked to send a complete list of the renters and pertinent information to you (see enclosed copy of letter). Upon recordation of the deed and issuance of the policy of title insurance, showing title vested in the City free and clear of all encumbrances, you are authorized to deliver payment to the persons entitled thereto.

When the deed is recorded it should be 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.

If you have any questions, please contact me.

Very truly yours,

L. E. Riordan
Assistant City Manager

LER:eh
Encl.

cc: Pub. Wks. Dir.
City Clerk ✓
W. Rugg, Com. Dev. Dir.
City Attorney
Finance Off.
H. G and M. J. Norcup

W. C. WINE M. T. HENRICK
LAWYER
CITY OF SAN FRANCISCO
AT THE COURT OF THE
CITY OF SAN FRANCISCO
DOES HERBY CERTIFY
THAT

VERIFICATION OF THE
W. C. WINE

[Signature]
W. C. WINE

IT IS HERBY CERTIFIED THAT THE

RECORDS OF THE CITY OF SAN FRANCISCO
RECORDED IN THE BOOK OF THE CITY OF SAN FRANCISCO
ON THE 11TH DAY OF JANUARY 1900
THE CITY OF SAN FRANCISCO

RECORDED

THE CITY OF SAN FRANCISCO
DOES HERBY CERTIFY THAT THE
RECORDS OF THE CITY OF SAN FRANCISCO
RECORDED IN THE BOOK OF THE CITY OF SAN FRANCISCO
ON THE 11TH DAY OF JANUARY 1900
THE CITY OF SAN FRANCISCO

THE CITY OF SAN FRANCISCO
DOES HERBY CERTIFY THAT THE
RECORDS OF THE CITY OF SAN FRANCISCO
RECORDED IN THE BOOK OF THE CITY OF SAN FRANCISCO
ON THE 11TH DAY OF JANUARY 1900
THE CITY OF SAN FRANCISCO

RECORDED

THE CITY OF SAN FRANCISCO

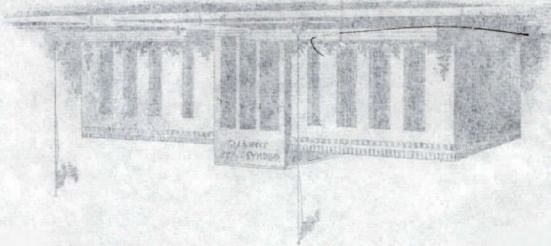
RECORDED

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RECORDS OF THE CITY OF SAN FRANCISCO
RECORDED IN THE BOOK OF THE CITY OF SAN FRANCISCO
ON THE 11TH DAY OF JANUARY 1900
THE CITY OF SAN FRANCISCO

RECORDED 52 1900

CITY OF SAN FRANCISCO
CITY HALL - 222 EIGHTH STREET

CITY OF SAN FRANCISCO



CITY MANAGER
OFFICE OF THE

CITY OF SAN LEANDRO

592

INTEROFFICE MEMO

TO City Clerk DATE January 5, 1966

FROM L. E. Riordan, Assistant City Manager

SUBJECT Deed: Norcup Property -- S.L. Blvd. Extension

Attached is the Grant Deed for the property acquired from Harold G. and Mary J. Norcup (Title Ins. & Trst. Co., escrow #608530). This property was acquired for the extension of San Leandro Blvd. and was recorded with title vested in the City on December 3, 1965.

This is for your permanent file.

L. Riordan
Lee Riordan

LER:eh
Attach.

cc: Public Wks. Dept.
Com. Dev. Office

January 6, 1966

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

Gentlemen:

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

Assessed to: Harry G. Norcup and Mary Jane Norcup

Recorded: December 3, 1965 AX165918 RE: 1655 IM: 678

Legal Description: Attached

Very truly yours,

Richard H. West
City Clerk

wep
Attach.

Attest:
me

CITY CLERK
BIOGRAPHIC H. HOFF

WILLIAM L. HOFF

Under the provisions of the

resolution of the Board of Directors of the City of New York

passed on the 11th day of March, 1922, the following

resolution of the City of New York:

That the City of New York do hereby

authorize

the City of New York

to do so

and to do so

and to do so

WILLIAM L. HOFF



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

