

AS1 0792

RE: 417 IM:165

RECORDING REQUESTED BY

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

SEP 27 1961

WHEN RECORDED MAIL TO

OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
Thomas H. Fitzsimmons
COUNTY RECORDER

*City of San Leandro
City Managers Office
City Hall
San Leandro, Calif.*

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Quit Claim Deed

E-104 (1)

STANDARD INSURANCE COMPANY, an Oregon Corporation,

do es hereby remise, release and quit claim unto City of San Leandro,

[REDACTED]

the real property situated in the

County

of

, State of California, described as follows:

[REDACTED]

Dated: August 10, 1961

Standard Insurance Company

BY *James P. Johnson* Vice President

BY *LA Montgomery* Assistant Secretary

STATE OF CALIFORNIA }
COUNTY OF _____ } SS.

On _____ before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____

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

WITNESS my hand and official seal.

(Seal) _____
Notary Public in and for said County and State

TYPE OR PRINT NAME OF NOTARY

[REDACTED]

If executed by a Corporation the Corporate Seal must be used.

SEAL AFFIXED

Quit Claim Deed

602008

CALIFORNIA PACIFIC TITLE INSURANCE COMPANY

Division of
TITLE INSURANCE AND TRUST COMPANY

OAKLAND TITLE OFFICE
Fifteenth at Franklin Streets
OAKLAND (12)

1164 A Street, HAYWARD
2020 Milvia St., BERKELEY 4
105 Center Square, FREMONT
105 Parrot Street, SAN LEANDRO

Application Number.....

ASSOCIATED OFFICES

SAN FRANCISCO COUNTY

California Pacific Title Insurance Company
148 Montgomery St., San Francisco

CONTRA COSTA COUNTY

California Pacific Title Company
Contra Costa Division
Main and Court Streets, Martinez

MARIN COUNTY

California Pacific Title Company
Marin Division
1200 Lincoln Ave., San Rafael

MONTEREY COUNTY

Monterey County Title Company
16 West Gabilan St., Salinas

SACRAMENTO COUNTY

California Pacific Title Company
Sacramento Division
801 "J" Street, Sacramento

SANTA CLARA COUNTY

California Pacific Title Insurance Company
66 North First Street, San Jose

SANTA CRUZ COUNTY

California Pacific Title Company
Front at Cooper Street, Santa Cruz

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

SONOMA COUNTY

Sonoma County Land Title Company
538 Mendocino Ave., Santa Rosa

LOS ANGELES COUNTY

Title Insurance and Trust Company
433 South Spring St., Los Angeles
and all Branches, Divisions and Affiliates of
Title Insurance and Trust Company
serving Southern California.



EXHIBIT "A"

RE: 417 IM:166

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

PORTION of the parcel of land described in the deed from Manuel F. Cardoza, et ux., to Reynolds Supply Co., dated August 4, 1953, recorded September 18, 1953, in book 7133 of Official Records of Alameda County, at page 443, (AH-82157), described as follows:

BEGINNING at a point on the northeastern line of Washington Avenue, formerly Watkins Street or County Road No. 725, distant thereon south $27^{\circ} 45'$ east 891.21 feet more or less, from the southern line of Halcyon Drive, formerly Holland Avenue, as said street and avenue are shown on the map of "Estudillo Park, Eden Twp., Alameda County, California, 1910", filed January 31, 1911, in book 26 of Maps, page 7, Alameda County Records, said point of beginning being the northwestern corner of said parcel of land described in said deed to Reynolds Supply Co.; and running thence along the northern line of the last named parcel of land due east 13.56 feet to a line drawn parallel with said line of Washington Avenue and distant at right angles 12 feet northeasterly therefrom; thence along the last named parallel line so drawn south $27^{\circ} 45'$ east 101.43 feet; thence tangent with the last named line along the arc of a curve to the right with a radius of 592 feet, through an angle of $10^{\circ} 45' 37''$ southeasterly 111.18 feet to the southern line of said parcel of land described in said deed to Reynolds Supply Co.; thence along the last named line due west 1.79 feet to said line of Washington Avenue; and thence along the last named line north $27^{\circ} 45'$ west 217.43 feet to the actual point of beginning.

All their right title and interest in the following lease as to the property described herein.

1. Lease by Bennett M. Reynolds and Joseph W. Smith to Pizzas Unlimited Inc. a corporation, dated March 15, 1960.
2. Lease by Bennett M. Reynolds and Joseph W. Smith to Barnhill Construction Co., A. V. Barnhill, President, dated March 15, 1960.
3. Lease by Bennett M. Reynolds and Joseph W. Smith to Roy R. Matsuda, Richard Y. Hamanaka and Beryl D. Suderman, individually and doing business as Tri-Plastics, a partnership, dated March 15, 1960.
4. Lease by Bennett M. Reynolds and Joseph W. Smith to Henry V. Franco and Joseph V. Franco, dated September 22, 1959.
5. Lease by Bennett M. Reynolds and Joseph W. Smith to Craft Industries Inc., a corporation, and William K. Roberts, Robert M. Moorehead and Steve M. Campouris, individually, lessess, dated March 1, 1960.

For Description see Exhibit "A" attached herewith.

AS118702

OREGON
State of ~~California~~
County of Multnomah

SS

On this 7th day of September in the year One Thousand Nine Hundred and ~~sixty~~ six before me Pauline M. Oscarson Oregon

a Notary Public in and for the County of Multnomah State of ~~California~~ residing

therein, duly commissioned and sworn, personally appeared JAMES P. JOHNSON

known to me to be the Vice President and L. B. MONTGOMERY

known to me to be the Ass't. Secretary of the Corporation that executed the within instrument and the officers who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation 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

Pauline M. Oscarson Notary Public Oregon
Multnomah State of ~~California~~

SEAL AFFIXED

CORPORATION ACKNOWLEDGEMENT
Form NF26X-4 PICA, Oakland, Calif.
My Commission Expires 11-5-63

AS118702



RECORDING REQUESTED BY

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

SEP 21 1961

OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
Thomas W. Fitzsimmons
COUNTY RECORDER

City Managers Office
WHEN RECORDED MAIL TO
City of San Leandro
City Hall
San Leandro
California

D17

SPACE ABOVE THIS LINE FOR RECORDER'S USE

3.30

Deed

E-104 (9)



BENNETT M. REYNOLDS and MADELINE REYNOLDS, his wife, and JOSEPH N. SMITH, a widower, also known as Joseph W. Smith the first parties hereby

Grant to CITY OF SAN LEANDRO, a municipal corporation,

the second party, all that real property situated in the City of San Leandro, County of Alameda State of California described as follows:

PORTION of the parcel of land described in the deed from Manuel F. Cardoza, et ux. to Reynolds Supply Co., dated August 4, 1953, recorded September 18, 1953, in book 7133 of Official Records of Alameda County, at page 443, (AH-82157), described as follows:

BEGINNING at a point on the northeastern line of Washington Avenue, formerly Watkins Street or County Road No. 725, distant thereon south 27° 45' east 891.21 feet more or less, from the southern line of Halcyon Drive, formerly Holland Avenue, as said street and avenue are shown on the map of "Estudillo Park, Eden Twp. Alameda County, California, 1910", filed January 3, 1911, in book 26 of Maps, page 7, Alameda County Records, said point of beginning being the northwestern corner of said parcel of land described in said deed to Reynolds Supply Co; and running thence along the northern line of the last named parcel of land due east 13.56 feet to a line drawn parallel with said line of Washington Avenue and distant at right angles 12 feet northeasterly therefrom; thence along the last named parallel line so drawn south 27° 45' east 101.43 feet; thence tangent with the last named line along the arc of a curve to the right with a radius of 592 feet, through an angle of 10° 45' 37" southeasterly 111.18 feet to the southern line of said parcel of land described in said deed to Reynolds Supply Co; thence along the last named line due west 1.79 feet to said line of Washington Avenue and thence along the last named line north 27° 45' west 217.43 feet to the actual point of beginning.

Dated: September 14, 1961

x *Bennett M. Reynolds*
Bennett M. Reynolds

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.

x *Madeline Reynolds*
Madeline Reynolds

On SEP 18 1961 before me, the undersigned, a Notary Public in and for said County and State, personally appeared SEP 18 1961

x *Joseph N. Smith*
Joseph N. Smith

BENNETT M. REYNOLDS
MADLINE REYNOLDS
Joseph W. Smith, known to me

to be the person whose name subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

(Seal) *Joseph A. DeSmith Sr.*
Notary Public in and for said County and State
Joseph A. DeSmith Sr.
TYPE OR PRINT NAME OF NOTARY

SEAL AFFIXED

If executed by a Corporation the Corporation Form of Acknowledgment must be used.

Deed

**CALIFORNIA PACIFIC TITLE INSURANCE
COMPANY**

Division of
TITLE INSURANCE AND TRUST COMPANY

OAKLAND TITLE OFFICE
Fifteenth at Franklin Streets
OAKLAND (12)

1164 A Street, Hayward
2020 Milvia St., Berkeley 4
105 Center Square, Fremont

Application Number.....

ASSOCIATED OFFICES

SAN FRANCISCO COUNTY

California Pacific Title Insurance Company
148 Montgomery St., San Francisco

CONTRA COSTA COUNTY

California Pacific Title Company
Contra Costa Division
Main and Court Streets, Martinez

MARIN COUNTY

California Pacific Title Company
Marin Division
1200 Lincoln Ave., San Rafael

MONTEREY COUNTY

Monterey County Title Company
16 West Gabilan St., Salinas

SACRAMENTO COUNTY

California Pacific Title Company
Sacramento Division
801 "J" Street, Sacramento

SANTA CLARA COUNTY

California Pacific Title Insurance Company
66 North First Street, San Jose

SANTA CRUZ COUNTY

California Pacific Title Company
Front at Cooper Street, Santa Cruz

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

SONOMA COUNTY

Sonoma County Land Title Company
538 Mendocino Ave., Santa Rosa

LOS ANGELES COUNTY

Title Insurance and Trust Company
433 South Spring St., Los Angeles
and all Branches, Divisions and Affiliates of
Title Insurance and Trust Company
serving Southern California.

AS116135

INDEXED



60209

RE: 413 IM:285

AS116135

This is to certify that the interest in real property conveyed by the deed or grant dated September 14, 1961 from

Reynolds F. Smith
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 June 19, 1961, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: September 19, 1961

Richard H. West
Richard H. West, City Clerk

* END OF DOCUMENT *

SEAL
AFFIXED

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 TWO THOUSAND FIVE
HUNDRED FIFTY AND NO/100 ----- (\$ 2,550.00) 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
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 TWO THOUSAND FIVE
HUNDRED FORTY AND NO/100 ----- (\$ 2,540.00) 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 20th day of January, 1960.

Joseph M. Ford
Bernard M. Reynolds

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: _____

RECEIVED
MAY 10 1900

TO THE HONORABLE SECRETARY OF THE INTERIOR
WASHINGTON, D. C.

FOR THE PURPOSES OF THE ACT OF MARCH 3, 1879,
AS AMENDED BY THE ACT OF MARCH 3, 1897,
AND THE ACT OF MARCH 3, 1900,
I HEREBY CERTIFY THAT THE FOLLOWING IS A
TRUE AND CORRECT COPY OF THE ORIGINAL

AS THE SAME APPEARS IN THE RECORDS OF THE
LAND OFFICE AT WASHINGTON, D. C.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND
AND SEAL OF OFFICE AT WASHINGTON, D. C., THIS
TENTH DAY OF MAY, 1900.

WALTER W. BROWN, Secretary of the Interior

TO THE HONORABLE SECRETARY OF THE INTERIOR
WASHINGTON, D. C.

FOR THE PURPOSES OF THE ACT OF MARCH 3, 1879,
AS AMENDED BY THE ACT OF MARCH 3, 1897,
AND THE ACT OF MARCH 3, 1900,
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TO THE HONORABLE SECRETARY OF THE INTERIOR
WASHINGTON, D. C.

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AS AMENDED BY THE ACT OF MARCH 3, 1897,
AND THE ACT OF MARCH 3, 1900,
I HEREBY CERTIFY THAT THE FOLLOWING IS A
TRUE AND CORRECT COPY OF THE ORIGINAL

AS THE SAME APPEARS IN THE RECORDS OF THE
LAND OFFICE AT WASHINGTON, D. C.

511737

Real property in the City of San Leandro, County of Alameda, State of California, being a portion of the parcel of land described in the deed from Manuel F. Cardoza, also known as Manuel V. Cardoza and Mary M. Cardoza, his wife, to Reynolds Supply Company, a co-partnership, dated August 4, 1953, and recorded Septemb 18, 1953 in Book 7133, page 443, Official Records of Alameda County, described as follows:

Commencing at the point of intersection of the northeastern line of Washington Avenue, formerly Watkins Street, with the southern line of Halcyon Drive, formerly Holland Avenue, as shown on the map of Estudillo Park, filed January 31, 1911, in Book 26 of Maps, page 7, Records of Alameda County; thence southeasterly along the said northeastern line of Washington Avenue 891.21 feet, more or less, to the northern line of the above mentioned parcel of land, being the ACTUAL POINT OF BEGINNING; thence east 13.56 feet along the last mentioned line to a line parallel to the said northeastern line of Washington Avenue and 12.00 feet (measured at right angles) northeasterly therefrom; thence south $27^{\circ} 45'$ east 101.43 feet along said parallel line to a tangent curve concave to the southwest with a radius of 592.00 feet and a delta of $10^{\circ} 45' 37''$; thence southeasterly 111.18 feet along said curve to the southern line of the first mentioned parcel of land; thence west 1.79 feet along the last mentioned line to the said northeastern line of Washington Avenue; thence northwesterly 217.43 feet along the last mentioned line to the point of beginning.

The above described parcel of land contains 2198.75 square feet, more or less.



1012 4-2-01 3-61
California Land Title Association
Standard Coverage Policy Form
Copyright 1961

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, the number, the effective date, and amount of which are shown in Schedule A, hereby insure 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 Conditions and Stipulations hereto annexed, which Conditions and Stipulations, together with Schedules A, B and C, 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. Loebbecke
PRESIDENT



CALIFORNIA PACIFIC TITLE INSURANCE COMPANY

by

Morrie Schindler
PRESIDENT



Attest

[Signature]
Assistant Secretary for the Companies

CONDITIONS AND STIPULATIONS

(Includes those in the American Title Association-Owner's Policy-Standard Form B-1960)

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 herein designated 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.

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 reason 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

judicial action to exercise 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; or (2) known to the Insured either at the date of this policy or at the date such Insured 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; 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 indebtedness secured by a mortgage covered by this policy or a sale of the estate or interest in said land; or (2) for such action as may be appropriate to establish the title of the estate or interest or the lien of the mortgage as insured, which litigation or action in any of such events is founded upon an alleged defect, lien or encumbrance insured against by this policy, and may pursue any litigation to final determination in the court of last resort.

(b) In case any such action or proceeding shall be begun, or defense interposed, or in case knowledge shall come to the Insured of any claim of title or interest which is adverse to the title of the estate or interest or lien of the mortgage as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, or if the Insured shall in good faith contract to sell the indebtedness secured by a mortgage covered by this policy, or, if an Insured in good faith leases or contracts to sell, lease or mortgage the same, or if the successful bidder at a foreclosure

sale under a mortgage covered by this policy refuses to purchase and in any such event the title to said estate or interest is rejected as unmarketable, the Insured shall notify the Company thereof in writing. If such notice shall not be given to the Company within ten days of the receipt of process or pleadings or if the Insured shall not, in writing, promptly notify the Company of any defect, lien or encumbrance insured against which shall come to the knowledge of the Insured, or if the Insured shall not, in writing, promptly notify the Company of any such rejection by reason of claimed unmarketability of title, then all liability of the Company in regard to the subject matter of such action, proceeding or matter shall cease and terminate; provided, however, that failure to notify shall in no case prejudice the claim of any Insured unless the Company shall be actually prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish the title of the estate or interest or the lien of the mortgage as insured; and the Company may take any appropriate action under the terms of this policy whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision of this policy.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the Insured shall secure to it the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose. Whenever requested by the Company the Insured shall give the Company all assistance 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.

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

SCHEDULE A

Fee \$56.00

man

Amount \$2550.00

Effective
Date September 21, 1961
at 8:30 A.M.

Policy No. 602008

I N S U R E D

CITY OF SAN LEANDRO

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

CITY OF SAN LEANDRO
(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

(1st) 1961-62 General and Special County and City taxes now a lien; not yet payable or ascertainable.

(2nd) ANY EASEMENT or lesser right which the owner of a Pacific Gas and Electric pole line may have or claim over a northerly portion of said land by reason of the existence of such pole line as disclosed by an inspection.

NOTE: 1960-61 General and Special County and City taxes all payable to County Tax Collector:

1st installment \$2676.88 Paid

2nd installment \$2676.86 Paid

County Account No. 77C-1310-4-1
(Affects other property also)

SCHEDULE C

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

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

PORTION of the parcel of land described in the deed from Manuel F. Cardoza, et ux., to Reynolds Supply Co., dated August 4, 1953, recorded September 18, 1953, in book 7133 of Official Records of Alameda County, at page 443, (AH/82157), described as follows:

BEGINNING at a point on the northeastern line of Washington Avenue, formerly Watkins Street or County Road No. 725, distant thereon south $27^{\circ} 45'$ east 891.21 feet more or less, from the southern line of Halcyon Drive, formerly Holland Avenue, as said street and avenue are shown on the map of "Estudillo Park, Eden Twp., Alameda County, California, 1910", filed January 31, 1911, in book 26 of Maps, page 7, Alameda County Records, said point of beginning being the northwestern corner of said parcel of land described in said deed to Reynolds Supply Co.; and running thence along the northern line of the last named parcel of land due east 13.56 feet to a line drawn parallel with said line of Washington Avenue and distant at right angles 12 feet northeasterly therefrom; thence along the last named parallel line so drawn south $27^{\circ} 45'$ east 101.43 feet; thence tangent with the last named line along the arc of a curve to the right with a radius of 592 feet, through an angle of $10^{\circ} 45' 37''$ southeasterly 111.18 feet to the southern line of said parcel of land described in said deed to Reynolds Supply Co., thence along the last named line due west 1.79 feet to said line of Washington Avenue; and thence along the last named line north $27^{\circ} 45'$ west 217.43 feet to the actual point of beginning.



CITY OF SAN LEANDRO
SAN LEANDRO, CALIFORNIA

This is to certify that the interest in real property conveyed by the deed or grant dated August 10, 1961, from Standard Insurance Company, an Oregon Corporation

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 June 19, 1961, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: September 15, 1961

AS118702

By

Richard H. West
Richard H. West, City Clerk

SEAL
AFFIXED



Faint, illegible text lines across the middle of the page, possibly bleed-through from the reverse side.

AS118702
INDEXED



City Clerk

OFFICE OF THE
CITY MANAGER



CITY OF SAN LEANDRO

SAN LEANDRO, CALIFORNIA

June 29, 1961

California Pacific Title Company
105 Parrott Street
San Leandro, California

Gentlemen:

We would like to have you open an escrow on our behalf for the purpose of our acquiring title to and title insurance on a small parcel of property on Washington Avenue approximately 851 feet southerly of Haleyon Drive.

Enclosed are the following: One City warrant in the amount of \$2,510.00 (#38915), a legal description of the property to be conveyed (LD-59-116) and an accompanying plat (Dwg 172, Case 1602), a certificate of authorization undated but signed by the City Clerk of the City of San Leandro accepting the deed for the City of San Leandro, and a photostat of the option. This certificate is normally affixed to the deed prior to the closing of escrow.

The full price of the parcel being acquired by the City is \$2,550.00--\$10.00 having been paid to the owners at the time of taking the option. Will you please prepare a deed describing the above property, conveying title from Reynolds and Smith to the "City of San Leandro, a municipal corporation." It is our understanding that title is currently vested in Mr. Bennet H. Reynolds and Joseph W. Smith, both as married men. By separate copy of this letter the present owners are being asked 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 of San Leandro,..." free and clear of all encumbrances, you are authorized to deliver this payment to the persons entitled thereto. If there are any loans against the property, will you please secure a partial reconveyance on our behalf. Taxes are to be prorated as of the date of recording the deed. Please have the deed recorded

1911
City Engineer
City Clerk
John Boardman
Robert H. Reynolds

T. E. Boardman, Assistant City Engineer

Very truly yours,

You have my question please contact either John Boardman or me.
and return to the City Engineer's Office, City Hall, San Francisco, California.
Please make a note of this last instruction on the back of the card. Also,
send this insurance and clearing statement to the City Engineer's Office, 11

June 29, 1911

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California Pacific Life Company

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Encl. 3 /s/

RICHARD H. WEST
City Clerk

Yours very truly,

Three copies of the property description attached.
Deed to the City of San Leandro and recorded on Sept. 21, 1961,
AS 116135, BE: 413 IM; 284, Official Records of Alameda County.

County Assessor's #770-1310-4-1 (portion of)

Assessed to: Bennett M. and Madeline Reynolds

Will you kindly cancel the taxes on the following property:

Gentlemen:

Board of Supervisors
Court House
Oakland, California

October 16, 1961

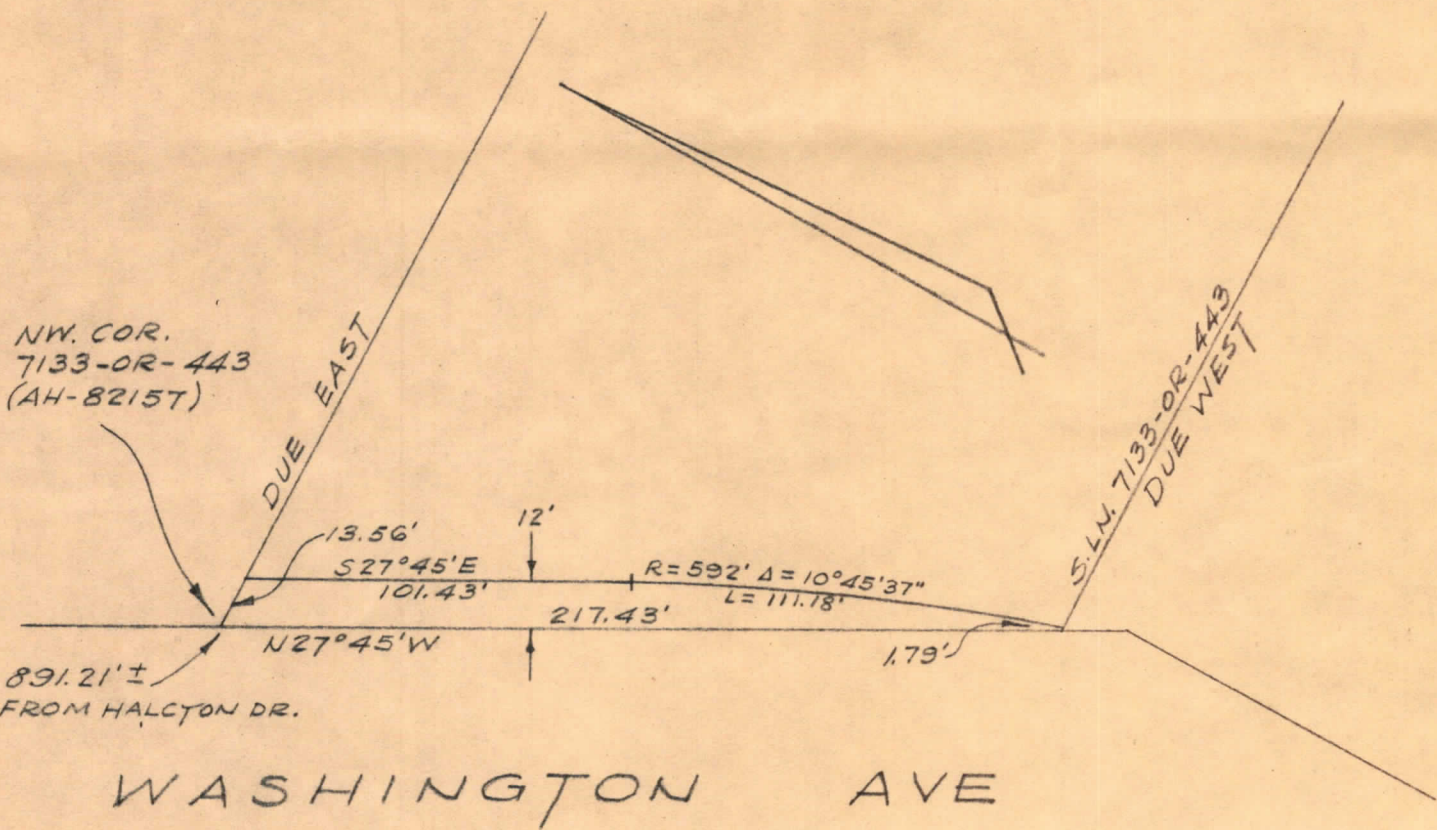
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STAY STAY
RICHARD H. MERR

WORKS AND JURY

These copies of the following publications are
for the use of the State of New York and are
to be distributed to the State Library (New York City)
under the provisions of the Act of the Legislature
of 1907, Chapter 100, Section 1, and the Act of the
Legislature of 1908, Chapter 100, Section 1.
The following are the titles of the publications:
1. The State Library
2. The State Library
3. The State Library

1907. 10. 10



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.

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BY DJD DATE _____
CHKD. BY JA DATE 12-14-60

SUBJECT WASHINGTON AVE WIDENING
REYNOLDS & SMITH

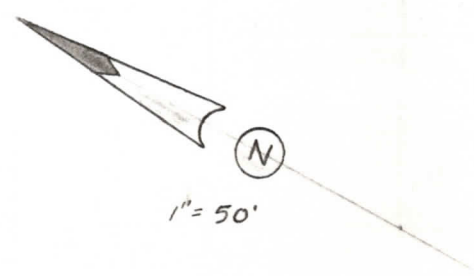
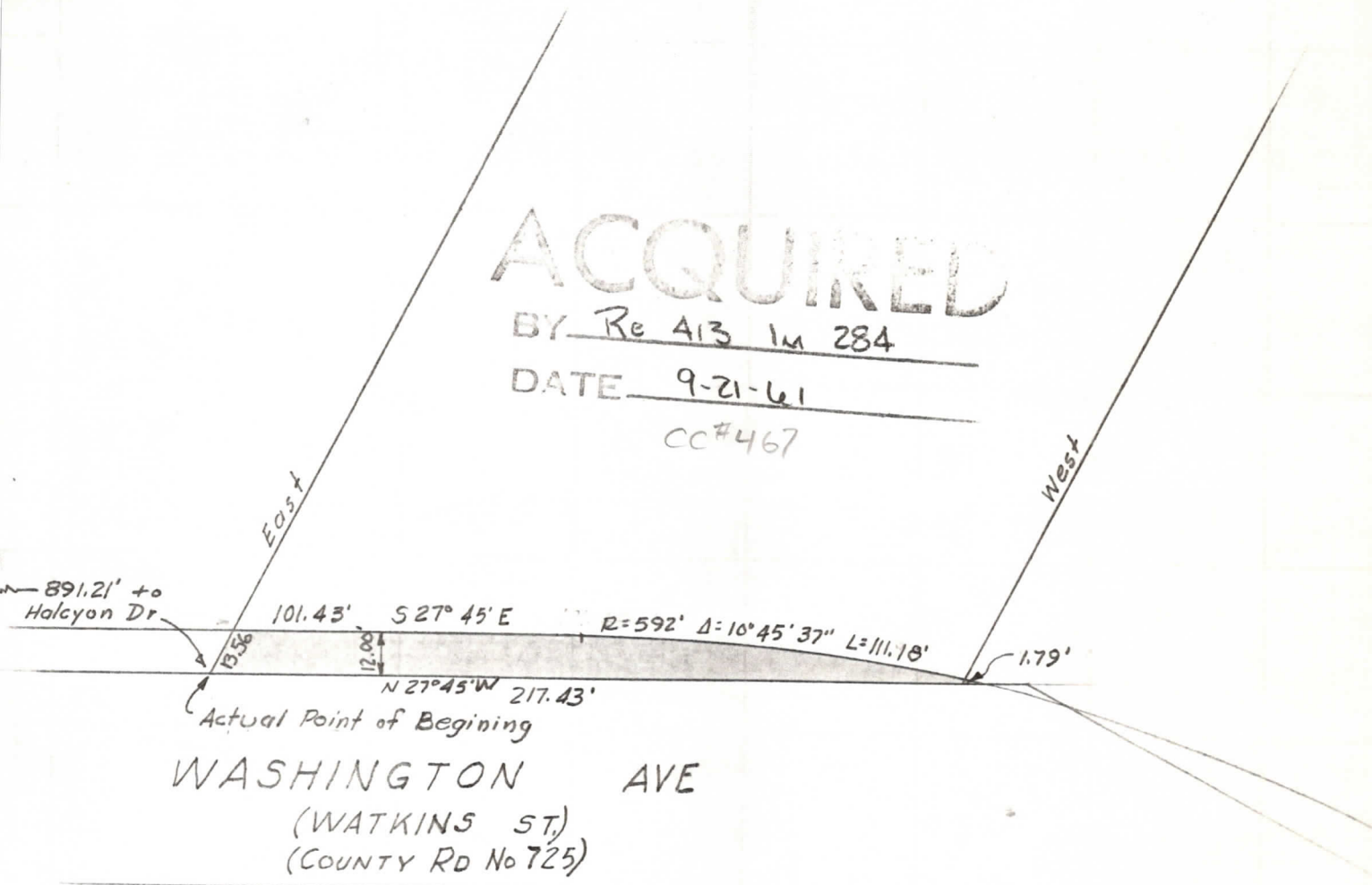
SHEET NO. _____ OF _____
JOB NO. _____
PARCEL 22

ACQUIRED

BY Re 413 In 284

DATE 9-21-61

CC#467



LD 59-116
AREA = 2198.75 S. F.

MICROFILMED

Area to be Acquired