

AT39512

DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, EDDIE ROGERS and BARBARA ROGERS, his wife, hereby GRANT 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:

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 Jack Russell May, also known as Jack R. May, and Hermine Melvina May, and also known as Hermine M. May, his wife, to Eddie Rogers and Barbara Rogers, his wife, dated March 22, 1956 and recorded March 29, 1956 in Book 7982, page 348, Official Records of Alameda County, more particularly described as follows:

BEGINNING AT A POINT on the northeastern line of Washington Avenue, 60 feet wide, distant along said line south 27° 44' east 588.56 feet from the southern line of Halcyon Drive, 56 feet wide; thence along the said northeastern line of Washington Avenue south 27° 44' east 208.99 feet to its intersection with the southeastern line of said Rogers parcel; thence along the last mentioned line north 64° 11' 40 " east 12.01 feet to its intersection with a line parallel with the said northeastern line of Washington Avenue and 12.00 feet, measured at right angles, northeasterly, therefrom; thence along said parallel line north 27° 44' west 209.39 feet to its intersection with the northwestern line of said Rogers parcel; thence along the last mentioned line south 62° 16' west 12.00 feet to the point of beginning.

DATED: February 14, 1962

Eddie Rogers
Barbara Rogers

State of California) ss.
County of Alameda)

On February 21, 1962 before me, the undersigned, a Notary Public in and for said County and State personally appeared EDDIE ROGERS and BARBARA ROGERS, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

AT39512

John A. Deadrach III
Notary Public in and for said
County
JOHN A. DEADRICH III

RECORDED AT REQUEST OF 'NORTH AMERICAN TITLE GUAR. CORP.
AT.....MIN. PAST.....MAR 26 1962

Thomas W. Siffert
Recorder, Alameda County, Calif.

This is to certify that the interest in real property conveyed by the deed or grant dated February 14, 1962, from Eddie Rogers and Barbara Rogers, 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 June 19, 1961, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: February 26, 1962

Richard H. West
Richard H. West, City Clerk



Seal Affixed

Seal Affixed

Seal Affixed

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3

When recorded mail to:

City Manager's Office
City Hall
San Leandro, California

Attn: L. E. Riordan
Assistant City Manager



Faint, illegible text on the left side of the document, possibly a return address or header information.

ST 1330-15

[Handwritten signature]
COUNCIL

and acknowledged to me that they executed the same.
Various maps names are subscribed to the within platting
subscribed JOHN ROBERTS and WALTER ROBERTS, known to me to be
legally parties to and for said company and state respectively
on *[Handwritten date]* before me, the undersigned a

()
State of California) as:

Witness my hand and seal this 1st day of January, 1933

... to the point of ...
of said Robert's parcel; hence along the east mentioned line
... the northwestern line
... the north 22° 44' west
... the bearing of the line
... the northwestern line of the parcel
... the north 22° 44' west
... the northwestern line of the parcel
... the north 22° 44' west
... the northwestern line of the parcel
... the north 22° 44' west
... the northwestern line of the parcel
... the north 22° 44' west
... the northwestern line of the parcel

Company, more particularly described as follows:
... in book 1382, page 288, Office records ofameda
... and recorded March
... and known as
... as known as
... ofameda, being a portion of the parcel of land
... County ofameda.

described as follows:
ofameda, County ofameda, State ofameda,
corporation, all that land hereby situated in the City
... and known as
... and known as
... and known as

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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 FIVE THOUSAND ONE
HUNDRED SEVENTY SIX AND 52/100 ----- (\$ 5,176.52) 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
90 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 FIVE THOUSAND ONE
HUNDRED SIXTY SIX AND 52/100 - (\$ 5,176.52) DOLLARS, in full payment
of the purchase price of said real property; but if said option is not closed
within 90 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 90 days -----, the
amount paid as aforesaid is to be applied towards the purchase price. Time is
of the essence of this contract.

Dated this 22nd day of January -----, 19 62 .

x Eddie Rogers -----
x Barbara Rogers -----

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 the sum of \$10,000.00 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 FIVE THOUSAND DOLLARS, the following described real property situated in the City of San Leandro, County of Alameda, State of California, and more particularly

[REDACTED]

Optionee shall have the right to close this application at any time within 90 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 FIVE THOUSAND DOLLARS, in full payment of the purchase price of said real property; but if said option is not closed within 90 days from date hereof, I am to retain the said sum of FIVE THOUSAND DOLLARS, so paid as aforesaid, as liquidated damages. If said Option is closed within the said 90 days, the amount paid as aforesaid is to be applied towards the purchase price. Time is of the essence of this contract.

Dated this 22nd day of January, 1922.

[Handwritten signature and name]

State of California)
County of Alameda)
On this 22nd day of January, 1922, before me, the undersigned Notary Public, personally appeared _____ known to me to be the person described in and whose name _____ and who executed the within instrument and acknowledged to me that he executed the same.

Notary Public in and for said County and State of California
[Signature]

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 Jack Russell May, also known as Jack R. May, and Hermine Melvina May, and also known as Hermine M. May, his wife, to Eddie Rogers and Barbara Rogers, his wife, dated March 22, 1956 and recorded March 29, 1956 in Book 7982, page 348, Official Records of Alameda County, more particularly described as follows:

BEGINNING at a point on the northeastern line of Washington Avenue, 60 feet wide, distant along said line south $27^{\circ} 44'$ east 588.56 feet from the southern line of Halcyon Drive, 56 feet wide; thence along the said northeastern line of Washington Avenue south $27^{\circ} 44'$ east 208.99 feet to its intersection with the southeastern line of said Rogers parcel; thence along the last mentioned line north $64^{\circ} 11' 40''$ east 12.01 feet to its intersection with a line parallel with the said northeastern line of Washington Avenue and 12.00 feet, measured at right angles, northeasterly therefrom; thence along said parallel line north $27^{\circ} 44'$ west 209.39 feet to its intersection with the northwestern line of said Rogers parcel; thence along the last mentioned line south $62^{\circ} 16'$ west 12.00 feet to the point of beginning.

As a further consideration of this option, (1) Optionee shall install curbs and gutters at no expense to Optionor; (2) Optionor shall remove or relocate posts and signs on the subject property prior to street construction; (3) Optionor shall provide any necessary entrance aprons and sidewalks, at own expense.

Policy of Title Insurance

No. **A** 83469

Issued by

North American Title Insurance Company

and

City Title Insurance Company

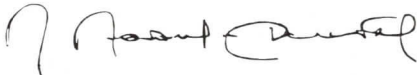
both California corporations and herein called the Companies, the number, date and amount of which are shown in Schedule A, for a valuable consideration, do hereby insure the parties named as Insured in Schedule A, the heirs, devisees, personal representatives of such Insured, or if a corporation, its 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 Companies 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 A, 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 and B, 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.

City Title Insurance Company



President.

North American Title Insurance Company



President.

Attest

Assistant Secretary for the Companies

SCHEDULE A

Amount \$ 5,176.52

Fee \$ 76.00

Policy No. A 83469

Effective Date March 26, 1962, at 12:30 p.m.

Order No. 342712 AB

INSURED

THE CITY OF SAN LEANDRO

1. The estate or interest in the land described or referred to in this schedule covered by this policy is a fee simple

2. 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.

THE CITY OF SAN FRANCISCO - MUNICIPAL COMMISSION

THE CITY OF SAN FRANCISCO - MUNICIPAL COMMISSION

THE CITY OF SAN FRANCISCO - MUNICIPAL COMMISSION

THE CITY OF SAN FRANCISCO

ORDERED

At a public hearing held on the 15th day of June, 1911, at 10:30 a.m.

and the following was adopted:

Section 1000

Section 1000

Section 1000

SCHEDULE A

SCHEDULE A—Continued

3. The land referred to in this policy is situated in the State of California, County of Alameda,
City of San Leandro, and is described as follows:

BEING a portion of the parcel of land described in the deed from Jack Russell May, also known as Jack R. May, and Hermine Melvina May, and also known as Hermine M. May, his wife, to Eddie Rogers and Barbara Rogers, his wife, dated March 22, 1956 and recorded March 29, 1956 in Book 7982, Page 348, Official Records of Alameda County, more particularly described as follows:

BEGINNING at a point on the northeastern line of Washington Avenue, 60 feet wide, distant along said line south $27^{\circ} 44'$ east 588.56 feet from the southern line of Halcyon Drive, 56 feet wide; thence along the said northeastern line of Washington Avenue south $27^{\circ} 44'$ east 208.99 feet to its intersection with the southeastern line of said Rogers parcel; thence along the last mentioned line north $64^{\circ} 11' 40''$ east 12.01 feet to its intersection with a line parallel with the said northeastern line of Washington Avenue and 12.00 feet, measured at right angles, northeasterly, therefrom; thence along said parallel line north $27^{\circ} 44'$ west 209.39 feet to its intersection with the northwestern line of said Rogers parcel; thence along the last mentioned line south $62^{\circ} 16'$ west 12.00 feet to the point of beginning.

SCHEDULE A - Continued

City of San Leandro
Alameda

BEING a portion of the parcel of land described in the deed from Jack Russell M., also known as Jack R. May, and Hermine Melvina May, and also known as Hermine M. May, his wife, to Eddie Rogers and Barbara Rogers, his wife, dated March 22, 1950 and recorded March 29, 1950 in Book 7882, Page 348, Official Records of Alameda County, more particularly described as follows:

BEGINNING at a point on the northeastern line of Washington Avenue, 50 feet wide, distant along said line south 27° 44' east 588.50 feet from the southern line of Halcyon Drive, 50 feet wide; thence along the said northeastern line of Washington Avenue south 27° 44' east 202.39 feet to its intersection with the southeastern line of said Rogers parcel; thence along the last mentioned line north 64° 11' 40" east 12.01 feet to its intersection with a line parallel with the said northeastern line of Washington Avenue and 12.00 feet, measured at right angles, northeasterly, therefrom; thence along said parallel line north 27° 44' west 202.39 feet to its intersection with the northwestern line of said Rogers parcel; thence along the last mentioned line south 67° 16' west 12.00 feet to the point of beginning.

SCHEDULE B

This policy does not insure against loss or damage by reason of matters shown in Parts One and Two hereof:

PART ONE:

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.

PART TWO: Liens, encumbrances, defects and other matters affecting title to said land or to which said title is subject:

A. Taxes for the fiscal year 1962-63, which became a lien on the first Monday in March, but are not yet due and payable, the amounts thereof not having been determined.

B. County Taxes for the fiscal year 1961-62, (including personal property tax of \$56.36) as follows:

1st installment \$448.56 PAID
 2nd installment \$448.56 PAID (AFFECTS THIS AND OTHER PROPERTY)
 Account No. 77C-1310-2-3
 Code Area No. 1044

1. An Easement for sanitary sewer and appurtenances together with the right of ingress and egress, as granted to Oro Loma Sanitary District, in instrument dated October 2, 1954 and recorded October 7, 1954, in Book 7445, Official Records, Page 23, described as follows:

Five feet on each side of a center line beginning at a point 600.80 feet S. 27° 44' E. from where the Southerly line of Halcyon Drive intersects the Easterly line of Washington Avenue; thence 159 feet, more or less, North 50° 56' East.

1310

Scale
1240

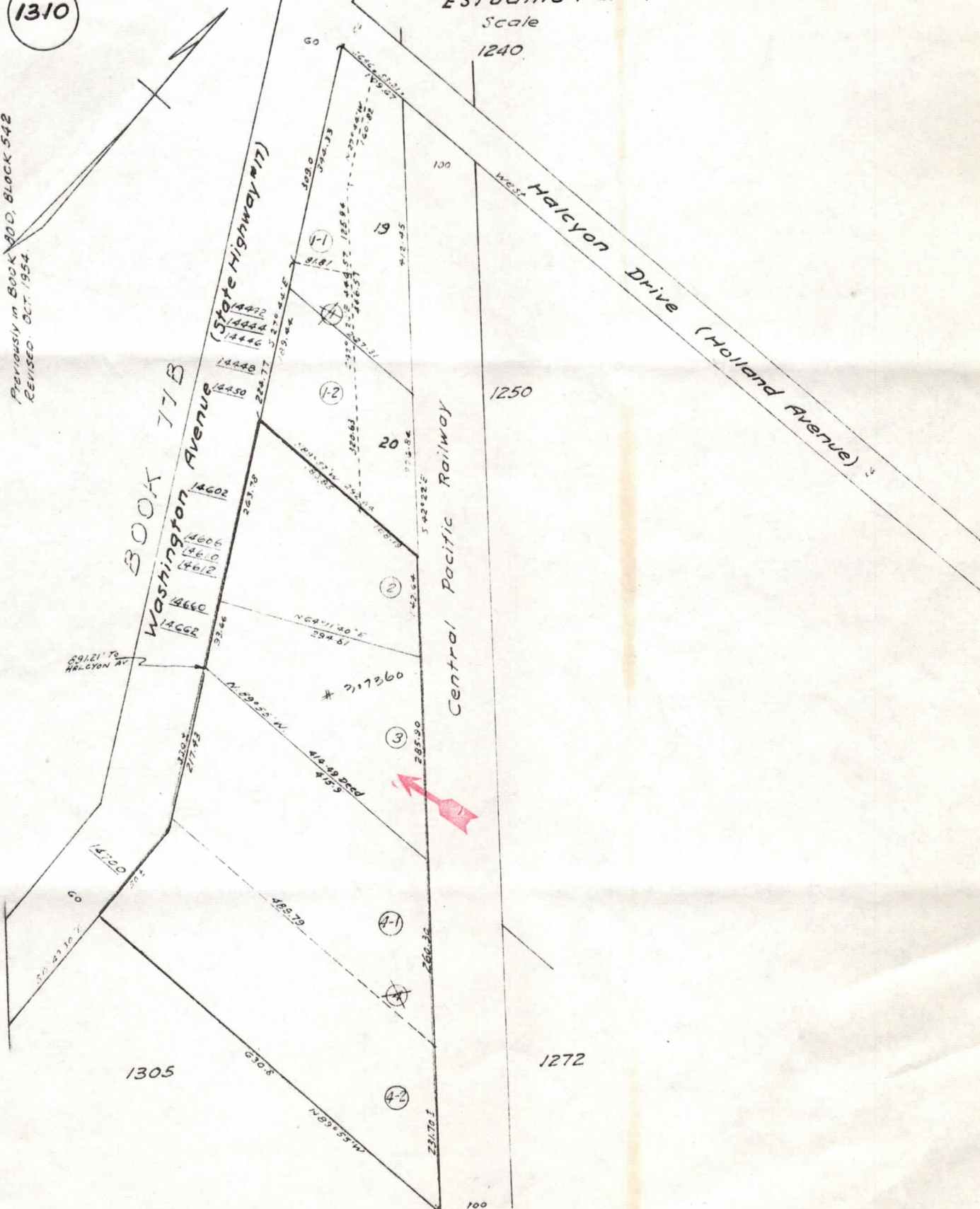
PREVIOUSLY IN BOOK 80D, BLOCK 542
REVISED OCT. 1954.

BOOK 77B
Washington Avenue

State Highway #17

West Halcyon Drive (Holland Avenue)

Central Pacific Railway



*CIRCLED NUMBERS ARE NOT FILED MAP LOT NUMBERS.
(THEY ARE COUNTY ASSESSOR'S ARBITRARY PARCEL NUMBERS.)

THIS IS NOT A SURVEY BUT IS COMPILED FOR INFORMATION ONLY FROM DATA SHOWN BY OFFICIAL RECORDS

NORTH AMERICAN TITLE INSURANCE COMPANY

UNITED STATES DEPARTMENT OF AGRICULTURE

OFFICE OF THE ASSISTANT SECRETARY FOR TECHNICAL ASSISTANCE

WASHINGTON, D. C. 20250

TELEPHONE ROOM 3000



1961

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON, D. C. 20250

TELEPHONE ROOM 3000



CITY OF SAN LEANDRO

SAN LEANDRO, CALIFORNIA

February 27, 1962

North American Title Insurance Company
10440 MacArthur Boulevard
Oakland 5, California

Gentlemen:

Please refer to your escrow #342712AB, Rogers property. Enclosed are: one City warrant in the amount of \$5,166.52, and a signed deed dated February 21, 1962. The purchase price of the property is \$5,176.52--\$10.00 having been previously paid to the owners at the time of taking an option.

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. Taxes are to be prorated as of the date of recording the deed.

Please have the deed recorded and returned to the City Manager's Office, City Hall, San Leandro, California. Please make a note of this last instruction on the back of the deed. Also, send title insurance and closing statement to the City Manager's Office.

If you have any questions, please contact me.

Very truly yours,

L. E. Riordan, Assistant City Manager

LER:eh
Encl. (2)
cc: Finance Officer
City Clerk ✓
City Attorney

STATE VERIFICATION
STATE OF TEXAS
COUNTY OF TARRANT
PAGE (5)
FILE NO.

THE STATE OF TEXAS

COUNTY OF TARRANT

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at Tarrant, Texas, this 1st day of January, 1905.

Notary Public

My commission expires on the 1st day of January, 1905. I have hereunto set my hand and the seal of said County at Tarrant, Texas, this 1st day of January, 1905.

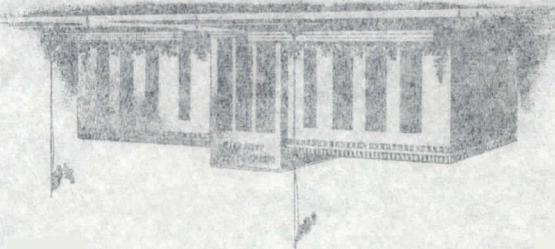
Attest my hand and the seal of said County at Tarrant, Texas, this 1st day of January, 1905.

Notary Public

Notary Public

Notary Public

RECORDED 51 1895
SAN GEORGE, CALIFORNIA
CITY OF SAN GEORGE



CITY OF SAN LEANDRO

INTEROFFICE MEMO

TO City Clerk _____ DATE April 16, 1962 _____
FROM L. E. Riordan, Assistant City Manager _____
SUBJECT Policy of Title Insurance--Eddie & Barbara Rogers - WASU AVE (ABOVE FREEWAY) _____

1 Attached is a policy of title insurance from the North American Title
2 Insurance Company, dated March 26, 1962, covering the Rogers property. This is being
3 acquired for the purpose of widening Washington Avenue above Nimitz Freeway.

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5 
6 Lee Riordan

7 LER:eh
8 Attach.

9 cc: City Attorney
10 Finance Officer
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CLERK OF THE CITY

CITY OF SAN LEANDRO
SAN LEANDRO, CALIFORNIA

May 21, 1962

Board of Supervisors
Alameda County Court House
Oakland, California

Gentlemen:

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

1. Assessed to: Teresa Freitas
Assessor's description: 80H-1515-7-5 (portion of)
Recorded: May 23, 1961 RB:330 DM:952

2. Assessed to: F. S. Teachworth, et al.
Assessor's description: 80G-1287-2 (portion of)
Recorded: May 23, 1961 - RB:330 IM:953

3. Assessed to: Victoria P. Perry
Assessor's description: 80G-1287-1-5 (portion of)
Recorded: July 13, 1961 - RB:365 IM:718

4. Assessed to: Angelo Overtello, et al.
Assessor's description: 80D-544-1-1 (portion of)
Recorded: Nov. 8, 1961 - RB:418 IM:853

5. Assessed to: Harry Bogart, et al.
Assessor's description: 77A-647-1-9 (portion of)
Recorded: March 19, 1962 - RB:539 IM:138-112

6. Assessed to: Kiddle Rogers, et al.
Assessor's description: 77C-1310-2-3 (portion of)
Recorded: March 26, 1962 - RB:514 IM:798

7. Assessed to: John J. Silva, et al.
Assessor's description: 77C-1230-2 (portion of)
Recorded: April 17, 1962 RB:562 IM:582

Property descriptions are attached.

Very truly yours,

ROBERT E. WARD
CITY CLERK



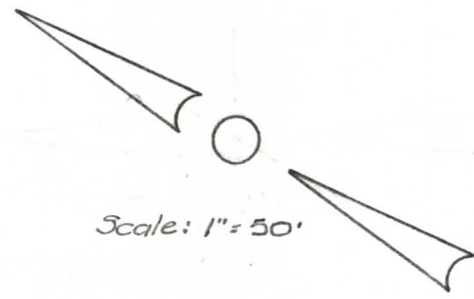
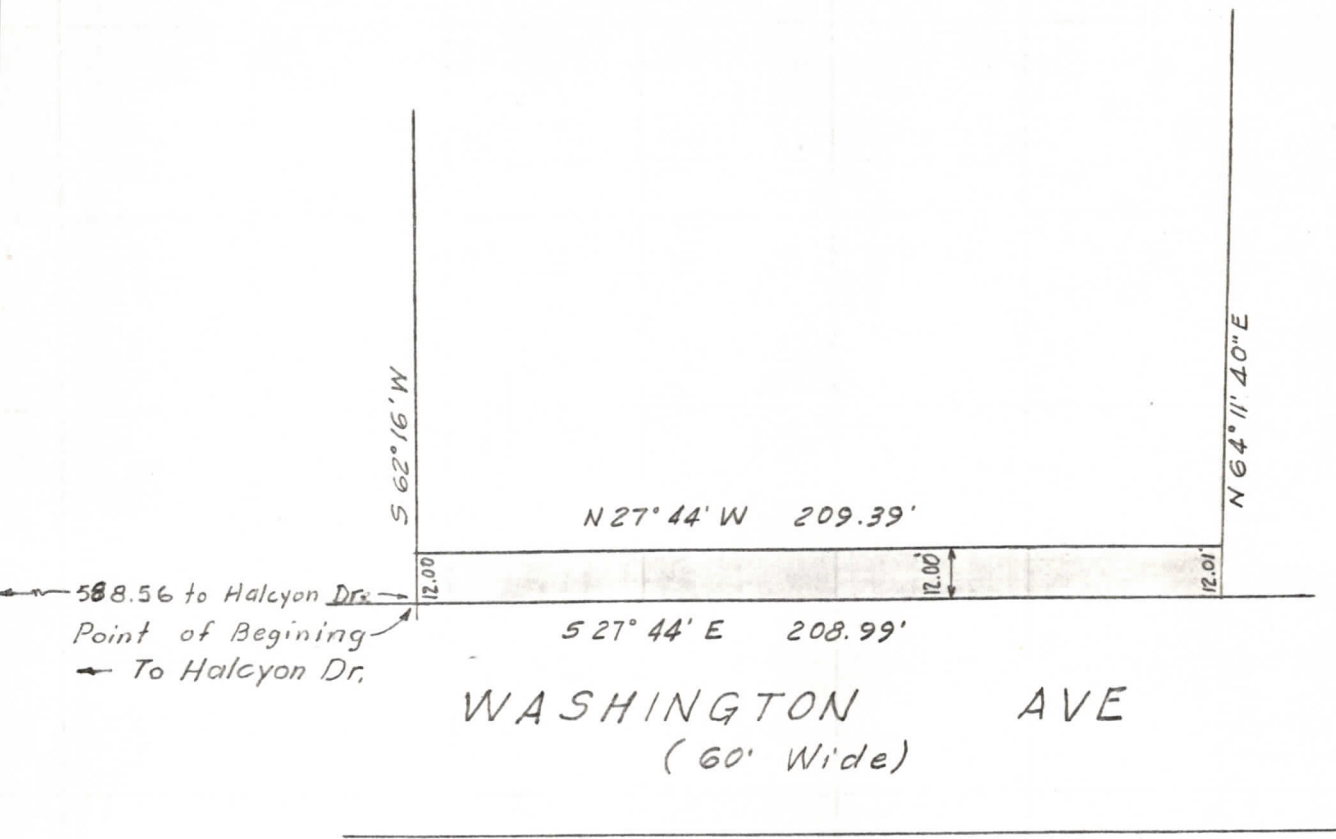
491

(491)

BY JA DATE 8-15-60
CHKD. BY EP DATE 12-21-60


SUBJECT WASHINGTON AVE WIDENING
EDDIE & BARBARA ROGERS

SHEET NO. _____ OF _____
JOB NO. _____
PARCEL 20



Scale: 1" = 50'

Area = 2512.68 s.f.
L.D. 60-178

 Area to be Acquired

ACQUIREL

BY RE 544 IM 798

DATE MARCH 26, 1962

MICROFILMED