

RECORDING REQUESTED BY

Title Insurance & Trust Company
SL 198472

RECORDED at RI OF
TITLE INSURANCE UST CO.
At Min. Past 3:00 PM

RE: 3197 IM: 168

AND WHEN RECORDED MAIL TO

CITY MANAGER'S OFFICE
City of San Leandro
Civic Center
835 East 14th Street
San Leandro, California

AUG - 2 1972

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

72-105171

MAIL TAX STATEMENTS TO

SAME AS ABOVE

DOCUMENTARY TRANSFER TAX None
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING AT TIME OF SALE.
Title Ins. & Trust - AG Noides
Signature of Declarant or Agent determining tax. Firm Name

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

TO 405.1 CA (1-70)

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

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

ANGELINA C. AVILA, also known as A. C. AVILA as an individual
and in her capacity as Trustee under the Trust Dated November 21, 1970
hereby GRANT(S) to

City of San Leandro, a Municipal Corporation

the following described real property in the City of San Leandro
County of Alameda, State of California:

See exhibit "A" attached and made apart hereof.

Dated July 31, 1972

Angelina C. Avila
ANGELINA C. AVILA

STATE OF CALIFORNIA }
COUNTY OF Alameda } SS.

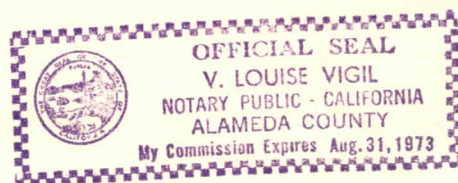
On August 1, 1972 before me, the under-
signed, a Notary Public in and for said State, personally appeared
ANGELINA C. AVILA

known to me
to be the person whose name is subscribed to the within
instrument and acknowledged that she executed the same.
WITNESS my hand and official seal.

Signature

V. Louise Vigil

Name (Typed or Printed)



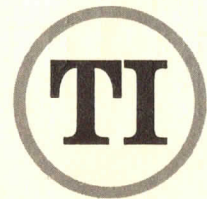
(This area for official notarial seal)

File 831

APN 77-462-5-1

Title Order No. Escrow or Loan No. SL 198472

MAIL TAX STATEMENTS AS DIRECTED ABOVE



GRANT DEED



Title Insurance
and
Trust Company

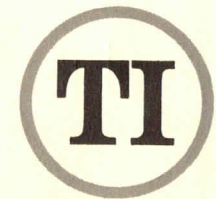
COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL

GRANT DEED



Title Insurance
and
Trust Company

COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL



This is to certify that the interest in real property conveyed by Deed or Grant, dated July 31, 1972, from ANGELINA C. AVILA, also known as A.C. AVILA 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: August 2, 1972

Richard H. West
R. H. West, City Clerk of the City of San Leandro

98 2
E 3
DESCRIPTION:

EXHIBIT "A"

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ALAMEDA, CITY OF SAN LEANDRO, DESCRIBED AS FOLLOWS:

PORTION OF LOT 18, IN BLOCK 2 OF THE HUFF TRACT, ACCORDING TO THE MAP THEREOF FILED JULY 9, 1912, IN BOOK 27 OF MAPS, AT PAGE 4, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERN LINE OF CALLAN AVENUE, DISTANT THEREON 566.60 FEET EASTERLY FROM THE POINT OF INTERSECTION THEREOF WITH THE EASTERN LINE OF HUFF AVENUE, AS SAID AVENUES ARE SHOWN ON THE MAP HEREIN REFERRED TO; RUNNING THENCE EASTERLY ALONG SAID LINE OF CALLAN AVENUE, 40 FEET; THENCE NORTHERLY PARALLEL WITH SAID LINE OF HUFF AVENUE, 100 FEET; THENCE WESTERLY PARALLEL WITH SAID LINE OF CALLAN AVENUE, 40 FEET; THENCE SOUTHERLY PARALLEL WITH SAID LINE OF HUFF AVENUE, 100 FEET TO THE POINT OF BEGINNING.

RECORDING REQUESTED BY
TITLE INSURANCE & TRUST C NY
SL 198472

RECORDED at REQUI
CITY OF SAN LEA
At _____ Min. Past 4:00 P.M. M.

RE: 3248 IM:124

AND WHEN RECORDED MAIL TO

OCT - 5 1972

001

72-136555

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

Name CITY MANAGER'S OFFICE
Street CITY OF SAN LEANDRO
Address 835 EAST 14th STREET
City & State SAN LEANDRO, CA 94577

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

Name
Street SAME AS ABOVE
Address
City & State

DOCUMENTARY TRANSFER TAX \$ none
☐ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
☐ COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES
REMAINING THEREON AT TIME OF SALE.

Debra J. Pappoli - Title Insurance
Signature of declarant or agent determining tax-firm name
CITY OF San Leandro ☐ Unincorporated
D.T.T. \$

TO 402 CA (12-68)

Quitclaim Deed

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
RUDOLPH AVILA RIGO and JUDITH MARIE BOLLINGER

hereby REMISE(S), RELEASE(S) AND FOREVER QUITCLAIM(S) to

CITY OF SAN LEANDRO, a Municipal Corporation

the following described real property in the City of San Leandro county of Alameda
state of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE
A PART HEREOF.

Dated August 16, 1972

X Rudolph Avila Rigo
Rudolph Avila Rigo
X Judith Marie Bollinger
Judith Marie Bollinger

STATE OF CALIFORNIA } SS.
COUNTY OF Alameda

On Sept 22, 1972 before me, the under-
signed, a Notary Public in and for said State, personally appeared

Rudolph Avila Rigo
Judith Marie Bollinger

_____, known to me
to be the persons whose names are subscribed to the within
instrument and acknowledged that they executed the same.
WITNESS my hand and official seal.

Signature Manuel F. Silveira
Name (Typed or Printed)

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



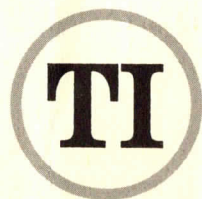
MANUEL F. SILVEIRA
NOTARY PUBLIC
Alameda County, California
My commission expires Oct. 22, 1974

(This area for official notarial seal)

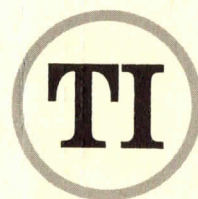
File 831

Title Order No. _____ Escrow or Loan No. SL 198472 APN 77-462-5-1

MAIL TAX STATEMENTS AS DIRECTED ABOVE



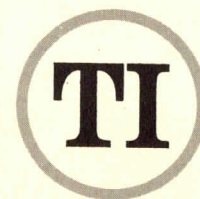
QUITCLAIM DEED



Title Insurance
and
Trust Company

COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL

QUITCLAIM DEED



Title Insurance
and
Trust Company

COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL

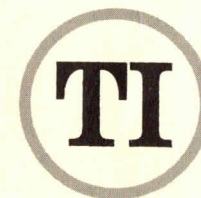


EXHIBIT "A"

RE: 3248 IM: 125

DESCRIPTION:

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ALAMEDA, CITY OF SAN LEANDRO, DESCRIBED AS FOLLOWS:

PORTION OF LOT 18, IN BLOCK 2 OF THE HUFF TRACT, ACCORDING TO THE MAP THEREOF FILED JULY 9, 1912, IN BOOK 27 OF MAPS, AT PAGE 4, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERN LINE OF CALLAN AVENUE, DISTANT THEREON 566.60 FEET EASTERLY FROM THE POINT OF INTERSECTION THEREOF WITH THE EASTERN LINE OF HUFF AVENUE, AS SAID AVENUES ARE SHOWN ON THE MAP HEREIN REFERRED TO; RUNNING THENCE EASTERLY ALONG SAID LINE OF CALLAN AVENUE, 40 FEET; THENCE NORTHERLY PARALLEL WITH SAID LINE OF HUFF AVENUE, 100 FEET; THENCE WESTERLY PARALLEL WITH SAID LINE OF CALLAN AVENUE, 40 FEET; THENCE SOUTHERLY PARALLEL WITH SAID LINE OF HUFF AVENUE, 100 FEET TO THE POINT OF BEGINNING.

N 33-11015

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 City of -----
San Leandro, A Municipal Corporation ----- HEREINAFTER REFERRED
TO AS OPTIONEE, THE OPTION OF BUYING, FOR THE FULL PRICE OF TWENTY THREE -----
THOUSAND AND NO/100 ----- (\$ 23,000.00) 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
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 TWENTY TWO THOUSAND
NINE HUNDRED NINETY AND NO/100 ----- (\$ 22,990.00) 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 WITH 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 June -----, 1972 -----.

Angelina de Arilla -----

State of California)
County of Alameda) ss

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

Real property in the City of San Leandro, County of Alameda, State of California, being a portion of Lot 18 in Block 2 as said lot and block are shown on the map of the Huff Tract filed July 9, 1912, in Book 27 of Maps at page 4, Alameda County Records, and being further described as follows:

Beginning at a point on the north line of Callan Avenue, (56.75 feet wide) distance thereon 566.60 feet easterly from the east line of Huff Avenue (40.00 feet wide), as said Avenues are shown on said map; thence along said north line of Callan Avenue north $70^{\circ} 35' 00''$ east 40.00 feet; thence along a line drawn parallel with said east line of Huff Avenue north $19^{\circ} 25' 00''$ west 100.00 feet; thence along a line drawn parallel with said north line of Callan Avenue south $70^{\circ} 35' 00''$ west 40.00 feet; thence along a line drawn parallel with said east line of Huff Avenue south $19^{\circ} 25' 00''$ east 100.00 feet to the point of Beginning.

The above described parcel of land contains 4,000 square feet, more or less.



TO 1012 FC—DP (7-71)
California Land Title Association
Standard Coverage Policy Form
Copyright 1963

POLICY OF TITLE INSURANCE

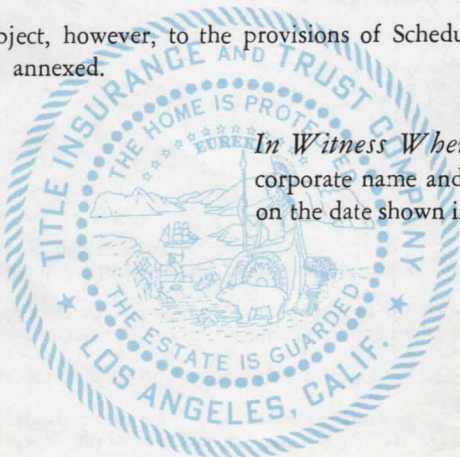
ISSUED BY

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 *File 831*

SCHEDULE B 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.

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 with-

out 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 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

SCHEDULE A

Premium \$ 160.25

Amount \$ 23,000.00

Effective

Date AUGUST 2, 1972, AT 3:00 P.M.

Policy No. SL-198472

INSURED

SL-136-A, 23

CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION

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.

24 FEB 1958

1. There is the charge of inferior quality of the work of the said person, as stated in

2Г-128-В' 33
Допол. №2Г-108/15

152000 2 100' 52

SCHEDULE V

SCHEDULE B — (*Continued*)

PART II

•
GENERAL AND SPECIAL COUNTY AND CITY TAXES FOR THE FISCAL YEAR
1972-73, A LIEN NOT YET DUE OR PAYABLE.

SCHEDULE C

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

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA,
COUNTY OF ALAMEDA, CITY OF SAN LEANDRO, DESCRIBED AS FOLLOWS:

PORTION OF LOT 18, IN BLOCK 2 OF THE HUFF TRACT, ACCORDING TO THE
MAP THEREOF FILED JULY 9, 1912, IN BOOK 27 OF MAPS, AT PAGE 4, IN
THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, DESCRIBED AS
FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERN LINE OF CALLAN AVENUE, DISTANT
THEREON 566.60 FEET EASTERLY FROM THE POINT OF INTERSECTION THEREOF
WITH THE EASTERN LINE OF HUFF AVENUE, AS SAID AVENUES ARE SHOWN ON
THE MAP HEREIN REFERRED TO; RUNNING THENCE EASTERLY ALONG SAID LINE
OF CALLAN AVENUE, 40 FEET; THENCE NORTHERLY PARALLEL WITH SAID LINE
OF HUFF AVENUE, 100 FEET; THENCE WESTERLY PARALLEL WITH SAID LINE OF
CALLAN AVENUE, 40 FEET; THENCE SOUTHERLY PARALLEL WITH SAID LINE OF
HUFF AVENUE, 100 FEET TO THE POINT OF BEGINNING.

INDORSEMENT

ATTACHED TO POLICY NO. **SL-198472**

ISSUED BY

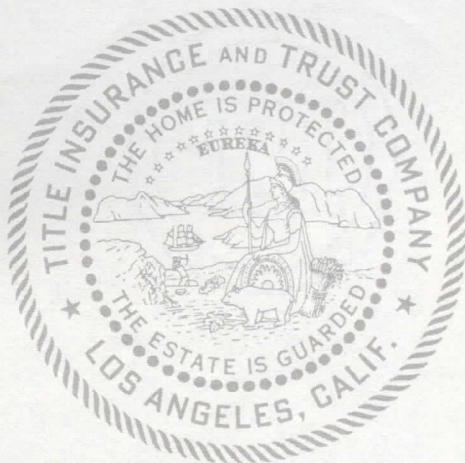
Title Insurance and Trust Company

The following exclusion from coverage under this policy is added to Paragraph 3 of the Conditions and Stipulations:

"Consumer credit protection, truth in lending or similar law."

The total liability of the Company under said policy and any indorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This indorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.



Title Insurance and Trust Company

By

SECRETARY

City of San Leandro
Civic Center, 835 E. 14th Street
San Leandro, California 94577



Office of City Clerk 415-638-4100

October 19, 1972

The Honorable Board of Supervisors
County of Alameda
1221 Oak Street
Oakland, California

Subject: Tax Cancellation

Gentlemen:

The City Council of the City of San Leandro has acquired fee title to the real property described in the attached legal description, and all improvements thereon.

Title was taken by Deed from Angelina C. Avila

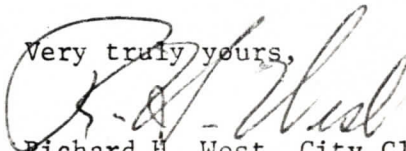
recorded in the Official Records of the County of Alameda under the
County Recorder's Serial No. 72-105171, RE: 3197 IM: 168
on August 2, 19 72.

It is requested that your Honorable Board will:

1. () Cancel taxes on the above property.
2. (x) Accept the attached Check No. N448413 ¹¹⁻²⁴/₁₂₁₀ made by
Title Insurance and Trust Company. in the
amount of \$ 39.73, to cover the accrued current
real property taxes to the above date of recordation,
(included in the check amount is any current personal
property taxes which are secured by a lien on the real
property) and cancel the current lien from that date on
as provided in Section 4986 of the Revenue and Taxation
Code.
3. () Refund to this City Council the unearned portion of the
current property taxes as provided for in Section 5096.3
of the Revenue and Taxation Code in the sum of \$ _____.

Upon your approval, we would appreciate receiving a certified copy of the adopting Resolution.

Very truly yours,


Richard H. West, City Clerk

RHW/mj

*City Atty
of S. Leandro*

REEL _____ IMAGE _____
Approved as to Form
RICHARD J. MOORE, County Counsel
By _____ Deputy

THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA

On motion of Supervisor _____, Seconded by Supervisor _____,
and approved by the following vote,
Ayes: Supervisors _____
Noes: Supervisors _____
Excused or Absent: Supervisors _____

146346

THE FOLLOWING RESOLUTION WAS ADOPTED: C A N C E L T A X E S NUMBER _____

WHEREAS, certain real property situate in the City of San Leandro, County of Alameda, State of California, and more particularly described under the following account number(s):

77-462-2 ALL (1972-73) *598 Callan
Avila, Angelina C.*

is now subject to a lien for uncollected taxes or assessments and penalties or costs thereon; and

WHEREAS, after the time said taxes or assessments and penalties and costs thereon became a lien on said real property, it was acquired by the City of San Leandro, as shown on that/those certain deed(s) duly recorded in the office of the Recorder of Alameda County, and because of such public ownership is not subject to sale for delinquent taxes; and

WHEREAS, the City of San Leandro has requested the cancellation of said uncollected taxes and assessments and penalties and costs thereon now a lien upon the hereinabove described real property;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by this Board of Supervisors, with the written consent of the County Counsel of the County of Alameda, and the written consent of the City Attorney of the City of San Leandro,

that the County Auditor be and he is hereby ordered and directed to cancel any and all uncollected taxes or assessments and penalties or costs thereon, now a lien upon the above described parcel(s) of real property; provided, however, that this resolution and order shall not be construed as making or authorizing the cancellation of any taxes or assessments or penalties or costs thereon, charged or levied on any possessory interest in or to said parcel(s) of real property, or any special assessment levied on said parcel(s) of real property; and

BE IT FURTHER RESOLVED AND ORDERED that if said parcel(s) of real property has/have been sold to the State for nonpayment of any of said taxes, and a certificate of sale or deed therefor has been issued to the State, and the State has not disposed of the property so sold, the County Auditor be and he is hereby ordered and directed to cancel the certificate of sale or deed so issued; and

BE IT FURTHER RESOLVED that pursuant to the provisions of Sections 134, 2921.5 and 4986 of the Revenue and Taxation Code, the Auditor is hereby authorized and directed to transfer uncollected taxes and penalties thereon from the "Secured Roll" to the "Unsecured Roll".

CONSENT OF THE COUNTY COUNSEL OF THE
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

The County Counsel of the County of Alameda, State of California, hereby consents to the cancellation of all uncollected county taxes or assessments and penalties or costs thereon, charged or levied and now a lien upon the real property hereinabove described, and as shown on that/those certain deed(s) duly recorded in the office of the Recorder of Alameda County.

I CERTIFY THAT THE FOREGOING IS A CORRECT COPY OF A RESOLUTION ADOPTED BY THE BOARD OF SUPERVISORS ALAMEDA COUNTY, CALIFORNIA. DEC 19 1972

ATTEST: DEC 19 1972
JACK K. POOL, CLERK OF THE BOARD OF SUPERVISORS

BY: *Shirley Dery*

RICHARD J. MOORE
County Counsel for the County of Alameda,
State of California

By T. J. FENNORE
Deputy County Counsel for the County of Alameda,
State of California

*File 831
APN 77-462-5A*

CONSENT OF THE CITY ATTORNEY OF THE CITY OF SAN LEANDRO
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

The City Attorney of the City of San Leandro, County of Alameda, State of California, hereby consents to the cancellation of all uncollected city taxes or assessments and penalties or costs thereon, charged or levied and now a lien upon the real property heretofore described, and as shown on those certain deeds duly recorded in the office of the Recorder of Alameda County.

GILMAN A. FORBES
City Attorney for the City of San Leandro,
County of Alameda, State of California

By CARTER J. STROUP
Assistant City Attorney for the City of
San Leandro, County of Alameda, State of
California

CHITROGITE
THE PROPOSED COMBINE OF THE STATE OF
VIRGINIA AND THE STATE OF NEW YORK
IN THE YEAR 1863

THE STATE OF NEW YORK
IN THE YEAR 1863

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IN THE YEAR 1863

COMBINE OF VIRGINIA AND NEW YORK
IN THE YEAR 1863

