

BA14141

RE:2123 IM:234

This is to certify that the interest in real property conveyed by  
Deed or Grant, dated *FEBRUARY 7, 1968*, from  
*GERTRUDE KING*

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

*Handwritten signature/initials*

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 TWENTY THREE THOUSAND  
FIVE HUNDRED AND NO/100 ----- (\$ 23,500.00 ) 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  
30 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 THREE THOUSAND  
FOUR HUNDRED NINETY AND NO/100 ----- (\$ 23,490.00 ) DOLLARS, in full payment  
 of the purchase price of said real property; but if said option is not closed  
 within 30 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 30 days -----, the  
 amount paid as aforesaid is to be applied towards the purchase price. Time is  
 of the essence of this contract.

Dated this 5th day of January -----, 1968 .

*Gertrude M. King*  
 -----  
 -----  
 -----

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: \_\_\_\_\_

DESCRIPTION:

REAL PROPERTY IN THE CITY OF SAN LEANDRO, COUNTY OF ALAMEDA,  
STATE OF CALIFORNIA; DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERN LINE OF CALLAN AVENUE,  
DISTANT THEREON NORTH 70° 35' EAST 205 FEET FROM THE NORTHEASTERN  
LINE OF SANTA ROSA, FORMERLY PELTON STREET; RUNNING THENCE  
ALONG SAID LINE OF CALLAN AVENUE NORTH 70° 35' EAST 45 FEET  
TO THE SOUTHWESTERN LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED  
IN THE DEED BY S. HUFF TO GUSTAVE N. BAKER, DATED JUNE 5, 1890,  
RECORDED SEPTEMBER 26, 1890, IN BOOK 411 OF DEEDS, AT PAGE  
284, ALAMEDA COUNTY RECORDS; THENCE ALONG THE LAST NAMED LINE  
SOUTH 19° 25' EAST 115 FEET TO THE NORTHWESTERN LINE OF THAT  
CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED BY S. HUFF TO  
B. S. MARSTON, DATED APRIL 6, 1874, RECORDED APRIL 8, 1874  
IN BOOK 97 OF DEEDS, AT PAGE 301, ALAMEDA COUNTY RECORDS; THENCE  
ALONG THE LAST NAMED LINE SOUTH 70° 35' WEST 45 FEET; AND THENCE  
NORTH 19° 25' WEST 115 FEET, MORE OR LESS, TO THE POINT OF  
BEGINNING.



FOUNDED

IN 1893

TO 1012-1 F C (DP7-65)  
California Land Title Association  
Standard Coverage Policy Form  
Copyright 1963

# POLICY OF TITLE INSURANCE

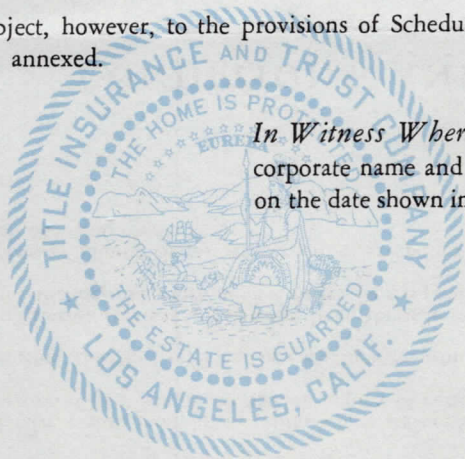
ISSUED BY

## 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:

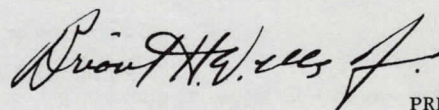
1. Any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule C, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage in Schedule B or in the Conditions and Stipulations; or
2. Unmarketability 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;

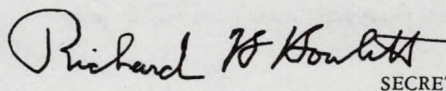
all subject, however, to the provisions of Schedules A, B and C and to the Conditions and Stipulations hereto annexed.



*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

## 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

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1963

SCHEDULE A

POLICY NO. : SL-130775  
AMOUNT : \$23,500.00  
PREMIUM : \$214.00  
EFFECTIVE DATE : FEBRUARY 9, 1968 AT 9:30 A.M.  
PLANT ACCOUNT : SL-136, 13

INSURED

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 ONE

ALL MATTERS SET FORTH IN PARAGRAPHS NUMBERED 1 TO 5 INCLUSIVE ON THE INSIDE COVER SHEET OF THIS POLICY UNDER THE HEADING SCHEDULE B PART ONE.

PART TWO

GENERAL AND SPECIAL COUNTY AND CITY TAXES FOR THE FISCAL YEAR 1967-68,  
INCLUDING PERSONAL PROPERTY TAX OF \$17.88  
1ST INSTALLMENT: \$233.08 PAID  
2ND INSTALLMENT: \$233.08 DUE  
ACCOUNT NO. : 77-460-4  
CODE AREA NO. : 10001

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:

BEGINNING AT A POINT ON THE SOUTHEASTERN LINE OF CALLAN AVENUE,  
DISTANT THEREON NORTH 70° 35' EAST 205 FEET FROM THE NORTHEASTERN  
LINE OF SANTA ROSA, FORMERLY PELTON STREET; RUNNING THENCE  
ALONG SAID LINE OF CALLAN AVENUE NORTH 70° 35' EAST 45 FEET  
TO THE SOUTHWESTERN LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED  
IN THE DEED BY S. HUFF TO GUSTAVE N. BAKER, DATED JUNE 5, 1890,  
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B. S. MARSTON, DATED APRIL 6, 1874, RECORDED APRIL 8, 1874  
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ALONG THE LAST NAMED LINE SOUTH 70° 35' WEST 45 FEET; AND THENCE  
NORTH 19° 25' WEST 115 FEET, MORE OR LESS, TO THE POINT OF  
BEGINNING.

# CITY OF SAN LEANDRO

## INTEROFFICE MEMO

TO City Clerk DATE February 20, 1968  
FROM L. E. Riordan, Assistant City Manager  
SUBJECT Deed -- Gertrude King property -- Callan Ave. Plan Lines

1 Attached is the grant deed for the property acquired from Gertrude King  
2 (Title Ins. & Trst. Co., escrow #130775). This property was acquired as part of the  
3 Callan Avenue Plan Line project and was recorded with title vested in the City on  
4 February 9, 1968. This is for your permanent file.

5 *L. Riordan*  
Lee Riordan *ed*

6 LER:ed  
7 Attach.  
8 cc: Com. Dev. Off.  
Pub. Wks. Dept. (77-460-4)



OFFICE OF THE  
CITY CLERK



CITY OF SAN LEANDRO

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

February 21, 1968

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, a public body corporate and politic, has acquired fee title to the real property described in the attached legal description, and all improvements thereon.

Title was taken by Deed from Gertrude King

recorded in the Official Records of the County of Alameda under the  
County Recorder's Serial No. BA 14141, RE: 2123 IM: 233  
on February 9, 1968.

It is requested that your Honorable Board will:

1. (  ) Accept the attached Check No. N 453539 made by  
Title Insurance & Trust Co. in the  
amount of \$ 56.21, to cover the accrued current  
real property taxes to the above date of recordation  
(included in the check amount is any current personal prop-  
erty 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.
2. (  ) 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:wep  
Enc.



# Title Insurance and Trust Company

FOUNDED 1893

1409 WASHINGTON AVE. · P. O. BOX 636 · SAN LEANDRO, CALIFORNIA 94577 · TELEPHONE (415) 357-9341

February 9, 1968

City of San Leandro  
City Manager's Office  
835 East 14th Street  
San Leandro, California

Attn: Edith DeBo

RE: Our Escrow No. SL-130775  
Gertrude King Property

Gentlemen:

In accordance with the closing of the above escrow and in accordance with your instructions of your letter of January 18, 1968, we enclose herewith our check payable to the Board of Supervisors of Alameda County, covering the tax proration.

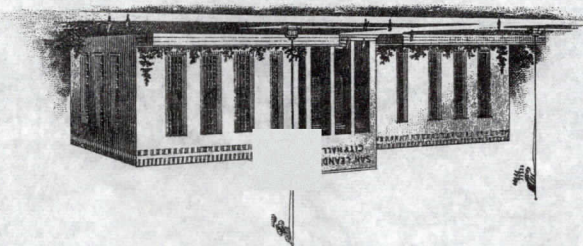
Very truly yours,

PAMELA BOVO  
Escrow Secretary

pb  
encl

P.S. You will also find enclosed herewith our bill in connection with this matter.

OFFICE OF THE  
CITY MANAGER



CITY OF SAN LEANDRO  
CITY HALL - 832 EAST 14TH STREET  
SAN LEANDRO, CALIFORNIA

January 17, 1968

Title Insurance & Trust Company  
1409 Washington Avenue  
San Leandro, California

Gentlemen:

Please refer to your escrow number 120775, dated October 31, 1967, the Gertrude King property.

Enclosed are the following: a City warrant in the amount of \$23,490, a copy of the option describing the property to be conveyed, and a signed but dated certificate of authorization by the City Clerk accepting the deed on behalf of the City. Full price of the property being taken is \$23,500 -- \$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 Gertrude King to the City of San Leandro, a Municipal Corporation. Taxes 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. Upon recording of the deed and issuance of the policy of title insurance, showing title vested in the City free and clear of all liens and encumbrances, you are authorized to deliver payment to the persons entitled thereto.

Please have the deed recorded and returned to the City Manager's Office, City Hall, San Leandro, California 94577. 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. Jordan  
Assistant City Manager

LR12  
Incl.

Gertrude King  
Community Dev. Office

Public Works Dept.

Finance Office

City Clerk

J. Beadron, Right of Way Agent

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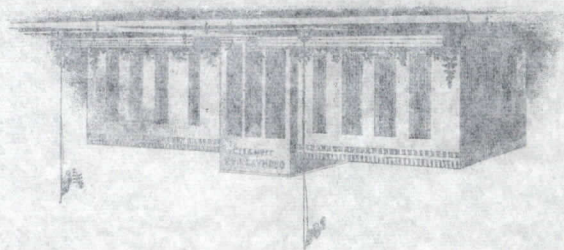
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This is not a survey of the land but is compiled for information by the Title Insurance and Trust Company from data shown by the official records.

BY E.M.P. DATE 3-1-68  
 CHKD. BY P.H.E. DATE 3-1-68

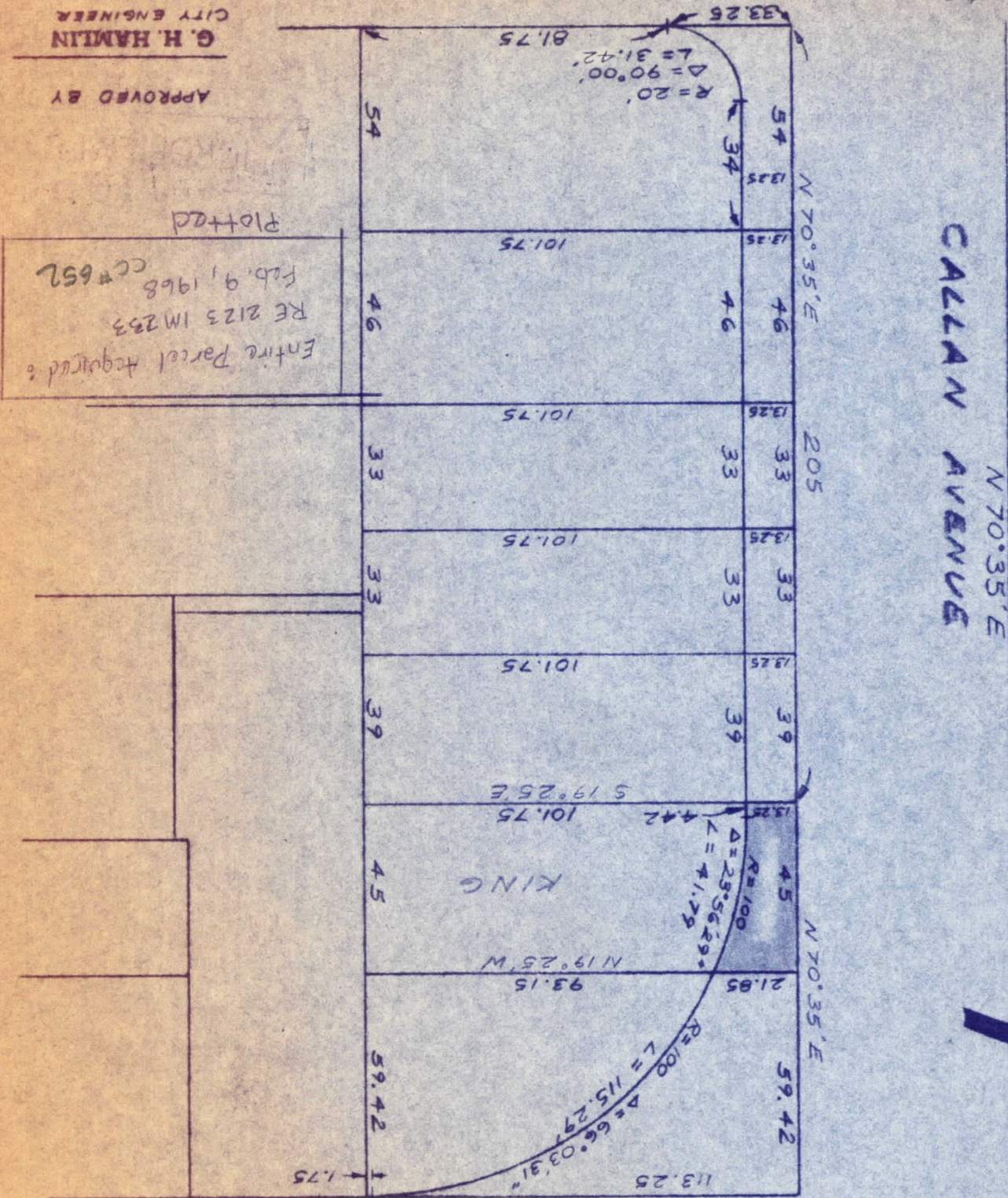
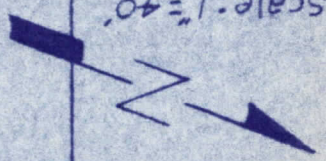
SUBJECT CALLAN AVE. WIDENING (KING PARCEL)

SHEET NO. OF  
 JOB NO. PARCEL # 35  
 TAKE

HUFF AVENUE

N 19° 25' W

Scale: 1" = 40'



Indicates Parcel to be Acquired  
 LD 68-25  
 AREA = 710 SF ±

(PELTON ST.)  
 SANTA ROSA STREET

APPROVED BY  
 G. H. HAMLIN  
 CITY ENGINEER  
 REG. C. E. NO. 7084  
 DATE  
 LC 652  
 CASE  
 DWG 430 1602

Entire Parcel Acquired:  
 RE 2123 IM 233  
 Feb. 9, 1968  
 CC # 652  
 Plotted

RECORDING REQUESTED BY

BA14141

RE: 2123 IM: 233

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

FEB 9 1968

AND WHEN RECORDED MAIL TO

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

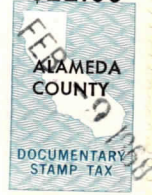
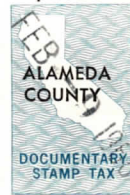
DH

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

\$3.85

\$22.00



Name City of San Leandro  
Street Address City Hall 835 East 14th St.  
City & State San Leandro, California  
Escrow No. SL-130775

Name SAME AS ABOVE  
Street Address  
City & State

AFFIX F.R.S. \$ 25.85 IN THIS SPACE

### Grant Deed

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

TO 405 C

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

GERTRUDE KING, a widow,

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: as per legal description  
attached hereto and made a part hereof.

3

BEGINNING AT A POINT ON THE SOUTHEASTERN LINE OF CALLAN AVENUE,  
DISTANT THEREON NORTH 70° 35' EAST 205 FEET FROM THE NORTHEASTERN  
LINE OF SANTA ROSA, FORMERLY PELTON STREET; RUNNING THENCE  
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BA14141

Dated February 7, 1968

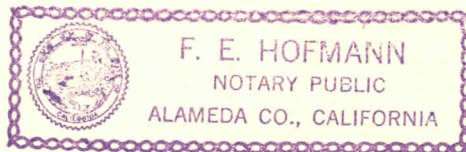
*Gertrude King*  
Gertrude King

STATE OF CALIFORNIA }  
COUNTY OF Alameda } ss.

On February 7, 1968 before me, the under-  
signed, a Notary Public in and for said State, personally appeared  
Gertrude King

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 *F. E. Hofmann*  
F. E. Hofmann 5/18/68  
Name (Typed or Printed)



(This area for official notarial seal)

Title Order No. \_\_\_\_\_ Escrow or Loan No. \_\_\_\_\_

MAIL TAX STATEMENTS AS DIRECTED ABOVE



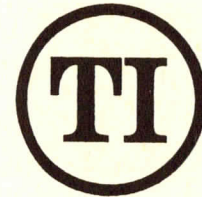
**GRANT DEED**



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



BA14141