

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

RECORDED QUEST OF
Title Insurance & Trust Co.,
At 9 A. M.

RE: 2675 IM: 492 ⁷⁴⁵
001

AUG 19 1970

70-88865

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

TRANSFER
TAX PAID
ALAMEDA COUNTY

Name City of San Leandro
Street Address City Hall - 835 E. 14th Street
City & State San Leandro, California

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

Name none
Street Address
City & State

DOCUMENTARY TRANSFER TAX \$ 10.45 ✓
 COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
 COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES
REMAINING THEREON AT TIME OF SALE.
Title Ins & Trust Co
M. Mullen
Signature of declarant or agent determining tax-firm name
CITY OF Unincorporated

Grant Deed

D.T.T. \$.....

TO 405 CA (9-68)

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
ONE EIGHT FOUR CALLAN CO., A LIMITED PARTNERSHIP

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:
A portion of Lots 4, 5 and 6, Block 5, as said Lots and Block are shown on the Map of East San Leandro, filed February 20, 1871, in Map Book 2, Page 24, Alameda County Records, described as follows: Commencing at the Intersection of the Southwestern line of Harrison Street with the Northwestern Line of Callan Avenue, as said Street and Avenue are shown on said map; thence along said Southwestern line of Harrison Street, Northwesterly 2.75 feet to the Northwestern line of Callan Avenue, as said Northwestern line existed after Callan Avenue was widened to 49.50 feet, last described point being the actual point of beginning; thence along the last mentioned line, Southwesterly 150 feet to the Southwestern line of said Lot 4; thence along said Southwestern line of Lot 4, Northwesterly 10 feet; thence parallel with said Northwestern line of Callan Avenue, Northeasterly 140 feet to a tangent curve concave to the Northwest, having a radius of 10 feet; and a Central Angle of 90°; thence along said curve Northeasterly, Northerly, and Northwesterly 15.71 feet to a point of cusp with a tangent line, said tangent line being the aforementioned Southwestern line of Harrison Street; thence along said Southwestern line of Harrison Street, Southeasterly 20 feet to the actual point of beginning.

Dated August 12, 1970

ONE EIGHT FOUR CALLAN CO., A LIMITED PARTNERSHIP

TO 442 C
(Partnership)

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.
On August 18, 1970

BY: James L. Pierson

BY:

before me, the undersigned, a Notary Public in and for said State, personally appeared
JAMES L. PIERSON, General Partner

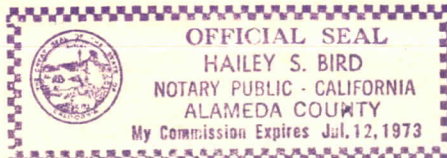
to be One of the partners of the partnership known to me

that executed the within instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.

Signature: Hailey S. Bird

Name (Typed or Printed)



(This area for official notarial seal)

STAPLE HERE



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



70-88865
2675 IM:493

This is to certify that the interest in real property conveyed by
Deed or Grant, dated August 12, 1970, from
ONE EIGHT FOUR CALLAN CO., A LIMITED PARTNERSHIP
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: 8/12/70



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

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 NINE THOUSAND FOUR
HUNDRED FORTY AND NO/100----- (\$ 9,444.00)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 NINE THOUSAND FOUR
HUNDRED THIRTY FOUR AND NO/100----- (\$ 9,434.00)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 March DAY OF March, 1970.
Eighteenth
James L. Pienon
Gen'l. Partner - 184 Callan Co.

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

Notary Name Typed _____
My Commission Expires: _____



TO 1012 FTC—DP (7-68)
California Land Title Association
Standard Coverage Policy Form
Copyright 1963

POLICY OF TITLE INSURANCE

ISSUED BY

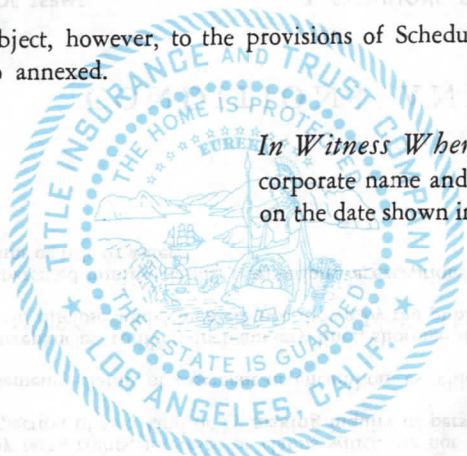
Title Insurance and Trust Company

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

Copy of Policy
No additional liability assumed

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 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

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

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1963

SCHEDULE A

POLICY NO. : SL-157948
AMOUNT : \$9,444.00
PREMIUM : \$91.00
EFFECTIVE DATE : AUGUST 19, 1970 AT 10:45 A. M.
PLANT ACCOUNT : SL-94, X27, X28

INSURED

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 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

NONE.

SCHEDULE C

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

A PORTION OF LOTS 4, 5, AND 6, BLOCK 5, AS SAID LOTS AND BLOCK
ARE SHOWN ON THE MAP OF EAST SAN LEANDRO, FILED FEBRUARY 20,
1871, IN MAP BOOK 2, PAGE 24, ALAMEDA COUNTY RECORDS, DESCRIBED
AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERN LINE OF
HARRISON STREET WITH THE NORTHWESTERN LINE OF CALLAN AVENUE,
AS SAID STREET AND AVENUE ARE SHOWN ON SAID MAP; THENCE ALONG
SAID SOUTHWESTERN LINE OF HARRISON STREET, NORTHWESTERLY 2.75
FEET TO THE NORTHWESTERN LINE OF CALLAN AVENUE, AS SAID NORTHWESTERN
LINE EXISTED AFTER CALLAN AVENUE WAS WIDENED TO 49.50 FEET,
LAST DESCRIBED POINT BEING THE ACTUAL POINT OF BEGINNING; THENCE
ALONG THE LAST MENTIONED LINE, SOUTHWESTERLY 150 FEET TO THE
SOUTHWESTERN LINE OF SAID LOT 4; THENCE ALONG SAID SOUTHWESTERN
LINE OF LOT 4, NORTHWESTERLY 10 FEET; THENCE PARALLEL WITH
SAID NORTHWESTERN LINE OF CALLAN AVENUE, NORTHEASTERLY 140
FEET TO A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A
RADIUS OF 10 FEET; AND A CENTRAL ANGLE OF 90°; THENCE ALONG
SAID CURVE NORTHEASTERLY, NORTHERLY, AND NORTHWESTERLY 15.71
FEET TO A POINT OF CUSP WITH A TANGENT LINE, SAID TANGENT LINE
BEING THE AFOREMENTIONED SOUTHWESTERN LINE OF HARRISON STREET;
THENCE ALONG SAID SOUTHWESTERN LINE OF HARRISON STREET, SOUTHEASTERLY
20 FEET TO THE ACTUAL POINT OF BEGINNING.

INDORSEMENT

ATTACHED TO POLICY NO. SL-157948

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

Richard H. Houlett

SECRETARY

San Leandro CA.

RR

By _____ Deputy

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

CITY ATTORNEY'S OFFICE

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

DEC 4 - 1970

CITY OF SAN LEANDRO

THE FOLLOWING RESOLUTION WAS ADOPTED: CANCEL TAXES NUMBER 136632

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):

77-449-2-5 WOP N.V. (1970-71)

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 with 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 1 1970
DEC 1 1970

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

BY: *Virginia Colbran*

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

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

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 hereinabove described, and as shown on that certain deed duly recorded in the office of the Recorder of Alameda County.

GILLEN A. FORNER
City Attorney for the City of San Leandro,
County of Alameda, State of California

By JAMES M. McSHARRY
Assistant City Attorney for the City of
San Leandro, County of Alameda, State of
California

UNITED STATES OF AMERICA
DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D. C.

REPORT OF SPECIAL AGENT IN CHARGE
OF THE FIELD OFFICE
DATE: _____

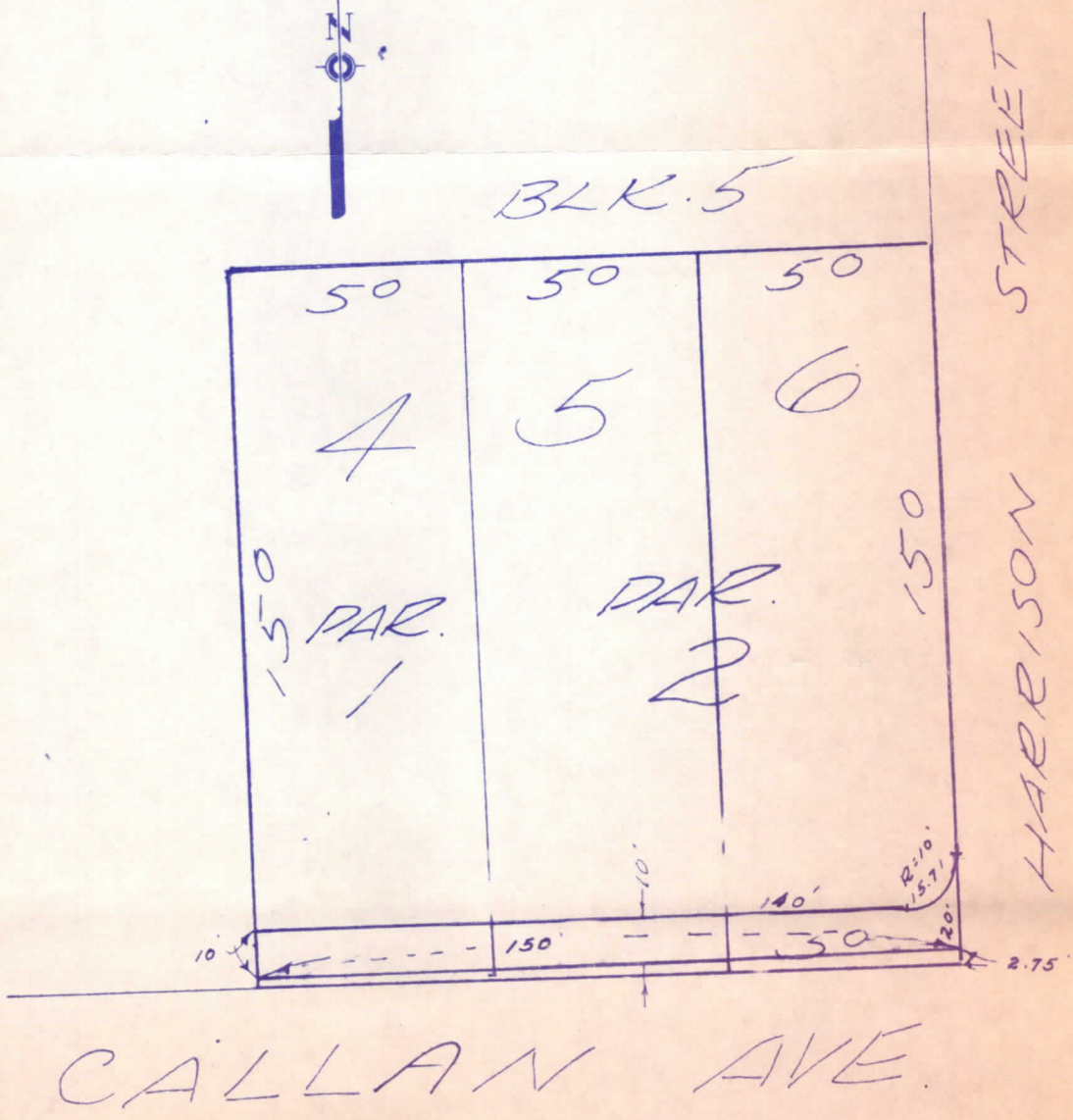
TO DIRECTOR, FBI (NY 100-100000)
FROM: SAC, NEW YORK (100-100000)
SUBJECT: [REDACTED]
RE: [REDACTED]

ADMINISTRATIVE PAGE

THIS IS A COPY OF THE ORIGINAL FILED IN THE NEW YORK OFFICE



BLK. 5

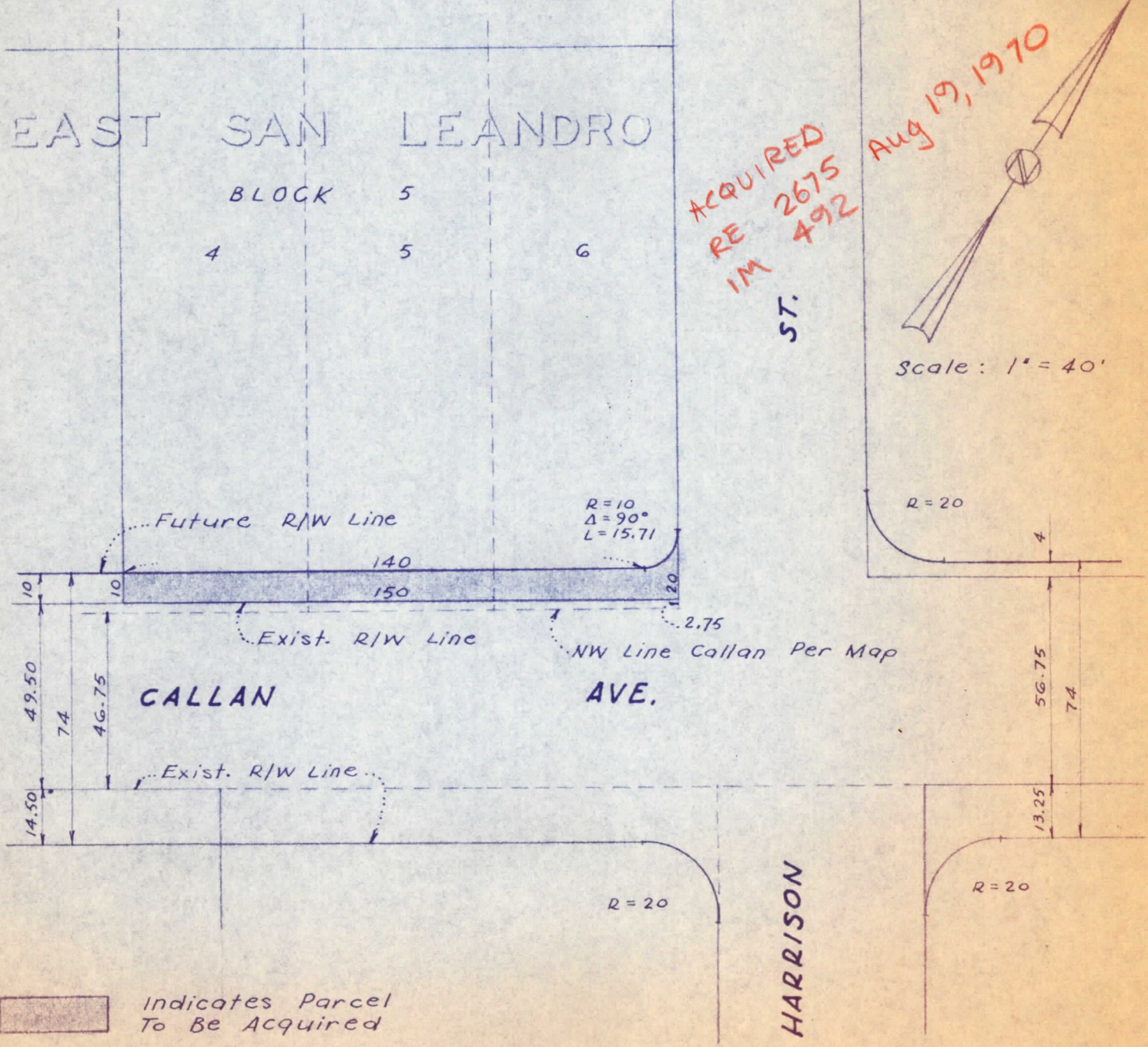


CITY OF SAN LEANDRO ENGINEERING DIVISION

1745

BY RJE DATE 10-17-69 SUBJECT CALLAN AVENUE WIDENING SHEET NO. _____ OF _____
 CHKD. BY _____ DATE _____ (One Eighty Four Callan Co.) JOB NO. 77-449-2-5

PARCEL 5



Indicates Parcel To Be Acquired
 LD 69-52
 Area = 1,521 S.F. ±

10-21-69
 Date

by R.H. Ward
 James F. Vivrette
 City Engineer
 R.C.E. No. 8087

Plotted - J.R.D. 7-9-74

MICROFILMED 5