

RECORDING REQUESTED BY

ti sl/157947
SL/94 30 & 31

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

RE:2616 IM: 76

751
607

AND WHEN RECORDED MAIL TO

Name
Street Address
City & State

City of San Leandro
City Hall
835 E. 14th St.
San Leandro, California

MAY 13 1970

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



MAIL TAX STATEMENTS TO

Name
Street Address
City & State

Tax Bills to be canceled
on this portion

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$ 6.05 ✓
 COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
 COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES
 REMAINING THEREON AT TIME OF SALE.
J. Kapp J. J.
 Signature of declarant or agent determining tax-firm name
 CITY OF SAN LEANDRO Unincorporated

Grant Deed

AFFIX I.R.S. \$..... ABOVE

TO 405 C (8-67)

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
CHARLES F. HARBAUGH and BERNICE L. HARBAUGH, his wife,
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 2 and 3, in 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 on the northwestern line of Callan Avenue, at the
southeastern corner of said lot 3, as shown on said map; thence along the
northeastern line of said lot 3, northwesterly, 2.75 feet to the north-
western 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 south-
westerly 100 feet to the southwestern line of said lot 2; thence along
said southwestern line of lot 2, northwesterly 10 feet; thence parallel
with said northwestern line of Callan Avenue, northeasterly 100 feet to
the northeastern line of said lot 3; thence along said northeastern line
of Lot 3, southeasterly 10 feet to the actual point of beginning.

The above described parcel of land contains, 1,000 square
feet, more or less.

Dated May 11, 1970

x *Charles F. Harbaugh*

Charles F. Harbaugh

x *Bernice L. Harbaugh*

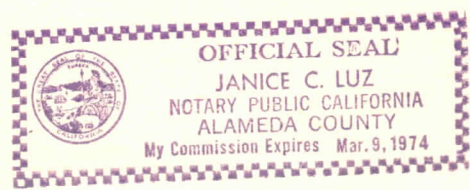
Bernice L. Harbaugh

STATE OF CALIFORNIA }
COUNTY OF Alameda } SS.
On May 12, 1970 before me, the under-
signed, a Notary Public in and for said State, personally appeared

Charles F. Harbaugh and Bernice L.
Harbaugh, his wife,

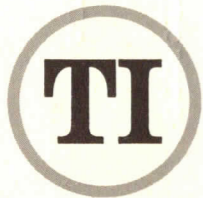
known to me
to be the person s whose name s are subscribed to the within
instrument and acknowledged that they executed the same.
WITNESS my hand and official seal.

Signature *Janice C. Luz*
Janice C. Luz
Name (Typed or Printed)



(This area for official notarial seal)

Title Order No. _____ Escrow or Loan No. _____



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

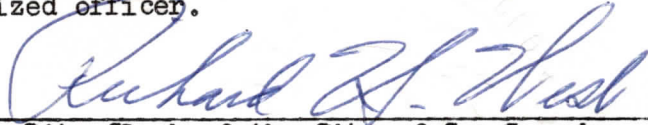
70-49891



RE:2616 IM: 77

This is to certify that the interest in real property conveyed by Deed or Grant, dated May 11, 1970, from Charles F. Harbaugh and Bernice L. Harbaugh, his wife, 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: May 11, 1970



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

TC- 49291

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 FIVE
HUNDRED SEVENTY TWO AND NO/100-----(\$5,572.00)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 FIVE THOUSAND FIVE ---
HUNDRED SIXTY TWO AND NO/100-----(\$ 5,562.00)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 30th --- DAY OF March ---, 1970 ---.

Charles F. Harbaugh
Bernice L. Harbaugh

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

POLICY OF TITLE INSURANCE

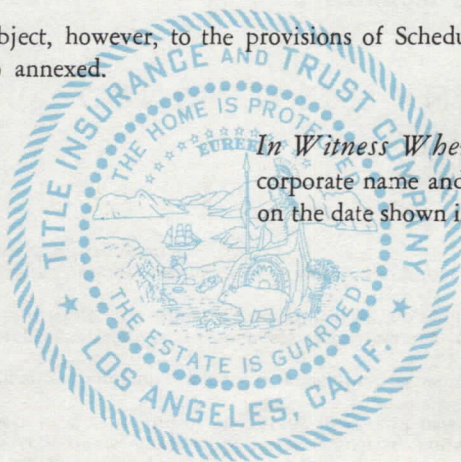
ISSUED BY

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:

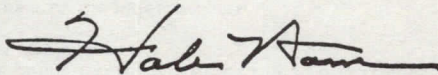
1. Any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule C, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage in Schedule B or in the Conditions and Stipulations; or
2. Unmarketability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

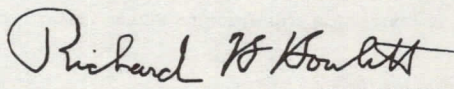
all subject, however, to the provisions of Schedules A, B and C and to the Conditions and Stipulations hereto annexed.



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

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-157947
AMOUNT : \$5,572.00
PREMIUM : \$70.00
EFFECTIVE DATE: MAY 13, 1970, AT 9:00 A.M.
PLANT ACCOUNT : SL 94, 30 AND 31

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

GENERAL AND SPECIAL COUNTY AND CITY TAXES FOR THE FISCAL YEAR 1970-71, A LIEN NOT YET DUE OR PAYABLE.

NOTE:

GENERAL AND SPECIAL COUNTY AND CITY TAXES FOR THE FISCAL YEAR 1969-70,
INCLUDING PERSONAL PROPERTY TAX OF \$72.82

LAND VALUATION	:	\$11,725.00
IMPROVEMENT VALUATION:	:	\$23,775.00
1ST INSTALLMENT	:	\$1,587.05 PAID
2ND INSTALLMENT	:	\$1,587.05 PAID
ACCOUNT NO.	:	77-449-4-2
CODE AREA NO.	:	10001

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 2 AND 3, IN 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 ON THE NORTHWESTERN LINE OF CALLAN AVENUE, AT THE
SOUTHEASTERN CORNER OF SAID LOT 3, AS SHOWN ON SAID MAP; THENCE
ALONG THE NORTHEASTERN LINE OF SAID LOT 3, 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 100 FEET TO THE
SOUTHWESTERN LINE OF SAID LOT 2; THENCE ALONG SAID SOUTHWESTERN
LINE OF LOT 2, NORTHWESTERLY 10 FEET; THENCE PARALLEL WITH
SAID NORTHWESTERN LINE OF CALLAN AVENUE, NORTHEASTERLY 100
FEET TO THE NORTHEASTERN LINE OF SAID LOT 3; THENCE ALONG SAID
NORTHEASTERN LINE OF LOT 3, SOUTHEASTERLY 10 FEET TO THE ACTUAL
POINT OF BEGINNING.

INDORSEMENT

ATTACHED TO POLICY NO. SL-157947

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

CITY OF SAN LEANDRO

INTEROFFICE MEMO

TO City Clerk DATE May 28, 1970
FROM L. E. Riordan, Assistant City Manager
SUBJECT Deed - Harbaugh Acquisition - Callan Ave. Widening

1 Attached is the deed for the property acquired from C. and B. Harbaugh
2 (escrow #157947). This property was acquired for the Callan Avenue Widening Project
3 and was recorded with title vested in the City on May 13, 1970. This is for your
4 permanent file.

L. Riordan
Lee Riordan *ed*

6 LER:ed
7 Attach.
8 cc: Public Works Dept.
9 Community Dev. Office

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OFFICE OF THE
CITY CLERK



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

May 25, 1970

Board of Supervisors
Administration Building
1221 Oak Street
Oakland, California 94612

Gentlemen:

Will you please cancel taxes on the following property
deed to the City of San Leandro:

Assessed to:	Charles F. and Bernice L. Harbaugh
Recorded:	May 13, 1970
No:	70-49291
Re:	2616
Im:	76
Legal Description:	Attached

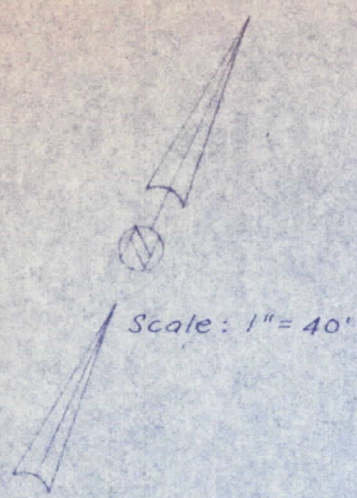
Very truly yours,

Richard H. West
City Clerk

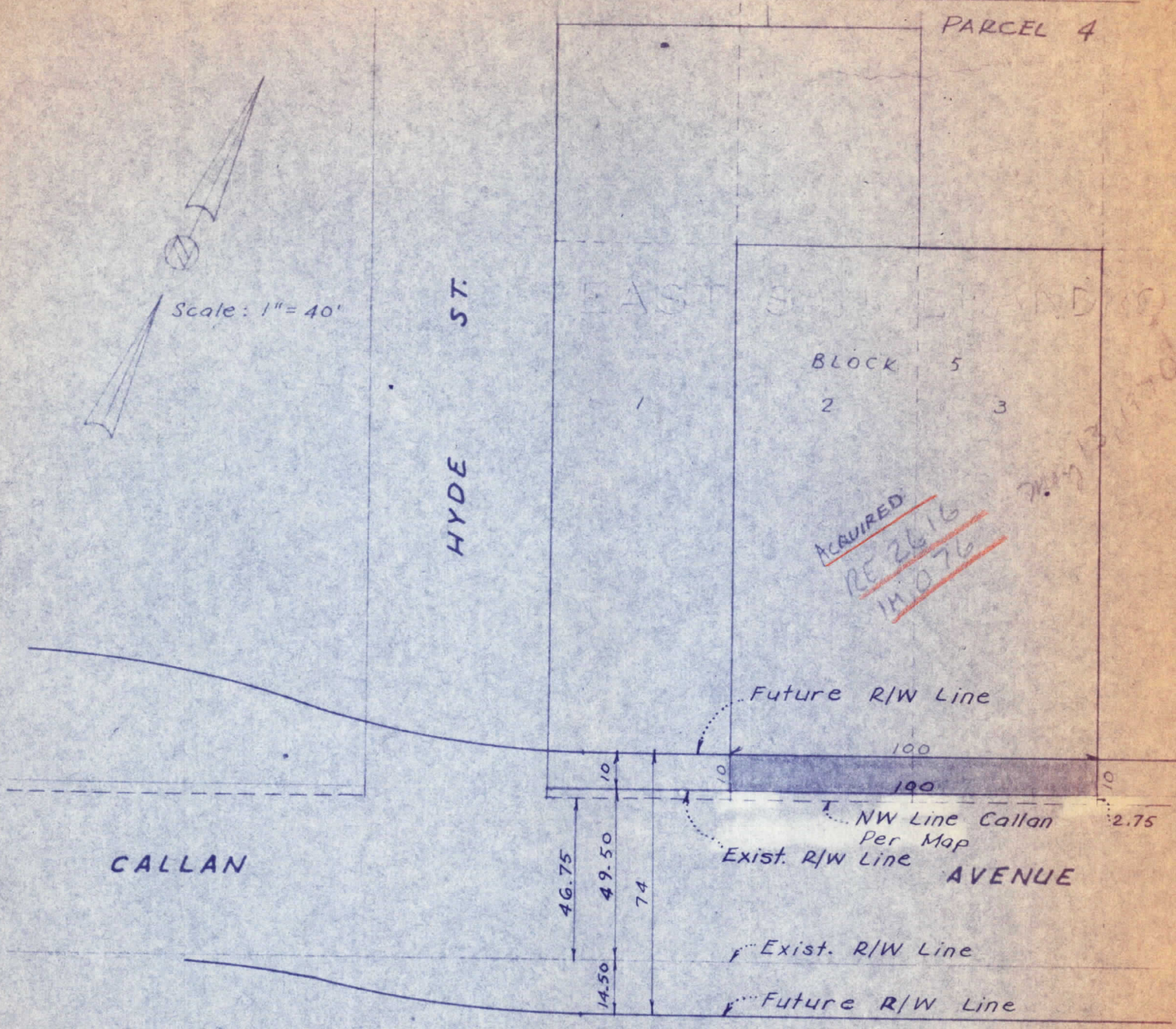
RHW:KK


Enclosure

BY RJE DATE 10-17-69 SUBJECT CALLAN AVENUE WIDENING SHEET NO. OF
CHKD. BY DATE Harbaugh JOB NO. 77-449-4-2



Scale: 1" = 40'



 Indicates Parcel To Be Acquired
LD 69-53
Area = 1000 S.F. ±

10-21-69 by R H Ward
Date James F. Vivrette
City Engineer
R.C.E. No. 8087

Plotted - J.R.M. 7-8-74 (4)