

RE:2335 IM:288

10023

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JK 111 722
Return To,
City of San Leandro
City Hall 835 E. 14th St.
San Leandro, Ca 94577

GRANT DEED

LEALAND HEIGHTS, INC., a corporation, hereby grants to the CITY OF
SAN LEANDRO, a municipal corporation, all that land situated in the City of
San Leandro, County of Alameda, State of California, described as follows:

Commencing at the most western corner of Lot 5, in Block 2,
at a point on the southeastern line of Estudillo Avenue, as
said lot, block, and avenue are shown on the map of Tract
532, filed June 20, 1938, in Book 29 of Maps, pages 12 and
13, Alameda County Records; thence along said southeastern
line of Estudillo Avenue, north 72° 00' 07" east (north
72° 00' 07" east being taken as the bearing of said south-
eastern line for the purpose of this description) 11.24
feet; thence leaving said southeastern line, north 29° 47' 26"
west 67.42 feet to a point on the northwestern line of
Estudillo Avenue, as said avenue existed June 4, 1945; said
last mentioned point being the Actual Point of Beginning;
thence along the said northwestern line of Estudillo Avenue,
north 48° 24' 02" east 100.75 feet to the most southern
corner of the parcel of land described in the deed from
U. B. Lee and wife, to Charles G. Davis and wife, recorded
February 9, 1945, in Book 4671, page 126, Official Records
of Alameda County; thence along the southwestern line of
the last mentioned parcel of land, north 21° 22' 08" west
11.03 feet; thence south 52° 57' 24" west 43.78 feet to a
tangent curve concave to the northwest, having a radius of
70 feet, and a central angle of 39° 40' 16"; thence along
said curve, southwesterly 48.47 feet to a non-tangent line,
said non-tangent line being the northeastern line of the parcel
of land described in the deed from Frank F. Ellis, and wife,
to Josephine A. Marion, recorded September 4, 1945, in Book
4762, page 264, Official Records of Alameda County; thence
along said northeastern line, south 13° 46' 48" east 37.82
feet to the actual point of beginning.

The above described parcel of land contains 1694 square feet,
more or less.

Dated: November 14, 1968

LEALAND HEIGHTS, INC., a
corporation

By [Signature]
President

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

By [Signature]
Secretary

JAN 28 1969

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

RH

E-160-21, 24, 32, 36

DOCUMENTARY TRANSFER TAX \$ 0-
Title Insurance and Trust Company
FIRM NAME
SIGNED - PARTY OR AGENT
[Signature]

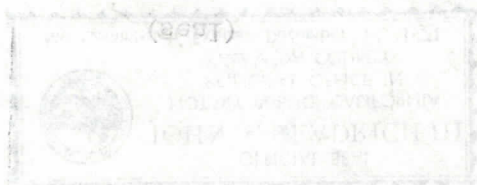
10053



Know all men by these presents, that I, Richard H. Lee, do hereby certify that the interest in real property conveyed by the

and the Board of Supervisors to the Board of Supervisors of Alameda County, California, on the 18th day of December, 1923, in and to the City of San Leandro, California, is hereby

known to be the interest in real property conveyed by the



Alameda, State of California
 Richard H. Lee, Notary Public for the County of

Richard H. Lee

the same.

corporation therein named and acknowledged to me that such corporation existed

and to be the person(s) who executed the within instrument on behalf of the

and of LEVI AND HELEN'S, INC., a corporation,

known to be to be the President

Witness my hand and seal this 11th day of November, 1923, before me, John A. Reddy, III,

a Notary Public in and for the County of Alameda, State of California, personally

COUNTY OF ALAMEDA)
 STATE OF CALIFORNIA)

10023



TI

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

POLICY OF TITLE INSURANCE

ISSUED BY

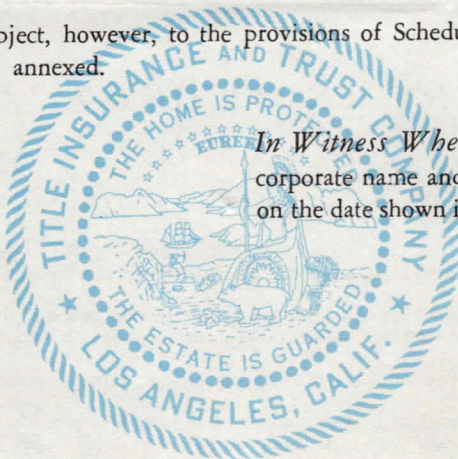
Title Insurance and Trust Company

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;

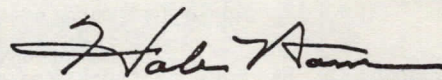
all subject, however, to the provisions of Schedules A, B and C and to the Conditions and Stipulations hereto annexed.

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.



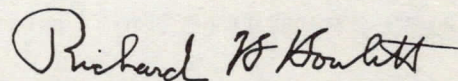
Title Insurance and Trust Company

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-111722
AMOUNT : \$3,270.00
PREMIUM : \$75.00
EFFECTIVE DATE: JANUARY 28, 1969 AT 9:00 A.M.
PLANT ACCOUNT : E-160, 37

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

1. GENERAL AND SPECIAL COUNTY AND CITY TAXES FOR THE FISCAL YEAR 1968-69
LAND VALUATION : \$2,275.00
IMPROVEMENT VALUATION: \$150.00
1ST INSTALLMENT : \$171.20 PAID
2ND INSTALLMENT : \$171.20 PAYABLE
ACCOUNT NO. : 79-123-18
CODE AREA NO. : 10001

SAID MATTER AFFECTS THIS AND OTHER PROPERTY.

2. ASSESSMENT NO. : 1
FOR : CITY LELAND HEIGHTS
BECAME A LIEN : JANUARY 11, 1960
ORIGINAL AMOUNT : \$1,239.15
PAYABLE WITH COUNTY TAXES
WITH 1ST INSTALLMENT : \$55.90
WITH 2ND INSTALLMENT : \$55.90

SAID MATTER AFFECTS THIS AND OTHER PROPERTY.

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:

COMMENCING AT THE MOST WESTERN CORNER OF LOT 5, IN BLOCK 2,
AT A POINT ON THE SOUTHEASTERN LINE OF ESTUDILLO AVENUE, AS
SAID LOT, BLOCK, AND AVENUE ARE SHOWN ON THE MAP OF TRACT 532,
FILED JUNE 20, 1938 IN BOOK 29 OF MAPS, PAGES 12 AND 13, ALAMEDA
COUNTY RECORDS; THENCE ALONG SAID SOUTHEASTERN LINE OF ESTUDILLO
AVENUE, NORTH $72^{\circ} 00' 07''$ EAST, NORTH $72^{\circ} 00' 07''$ EAST BEING
TAKEN AS THE BEARING OF SAID SOUTHEASTERN LINE FOR THE PURPOSE
OF THIS DESCRIPTION, 11.24 FEET; THENCE LEAVING SAID SOUTHEASTERN
LINE, NORTH $29^{\circ} 47' 26''$ WEST 67.42 FEET TO A POINT ON THE NORTHWESTERN
LINE OF ESTUDILLO AVENUE, AS SAID AVENUE EXISTED JUNE 4, 1945;
SAID LAST MENTIONED POINT BEING THE ACTUAL POINT OF BEGINNING;
THENCE ALONG THE SAID NORTHWESTERN LINE OF ESTUDILLO AVENUE,
NORTH $48^{\circ} 24' 02''$ EAST 100.75 FEET TO THE MOST SOUTHERN CORNER
OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM U. B. LEE
AND WIFE, TO CHARLES G. DAVIS AND WIFE, RECORDED FEBRUARY 9,
1945, IN BOOK 4671, PAGE 126, OFFICIAL RECORDS OF ALAMEDA COUNTY;
THENCE ALONG THE SOUTHWESTERN LINE OF THE LAST MENTIONED PARCEL
OF LAND, NORTH $21^{\circ} 22' 08''$ WEST 11.03 FEET; THENCE SOUTH 52°
 $57' 24''$ WEST 43.78 FEET TO A TANGENT CURVE CONCAVE TO THE NORTHWEST,
HAVING A RADIUS OF 70 FEET, AND A CENTRAL ANGLE OF $39^{\circ} 40'$
 $16''$; THENCE ALONG SAID CURVE, SOUTHWESTERLY 48.47 FEET TO A
NON-TANGENT LINE, SAID NON-TANGENT LINE BEING THE NORTHEAST
LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM FRANK
F. ELLIS, AND WIFE, TO JOSEPHINE A. MARION, RECORDED SEPTEMBER
4, 1945, IN BOOK 4762, PAGE 264, OFFICIAL RECORDS OF ALAMEDA
COUNTY; THENCE ALONG SAID NORTHEASTERN LINE, SOUTH $13^{\circ} 46'$
 $48''$ EAST 37.82 FEET TO THE ACTUAL POINT OF BEGINNING.

IN THE CITY COUNCIL OF THE CITY OF SAN LEANDRO

RESOLUTION NO. 68 - 186

RESOLUTION APPROVING AGREEMENT AND AUTHORIZING
EXECUTION OF GRANT DEED
(Lealand Heights, Inc.)

A property exchange agreement and a grant deed pursuant thereto,
copies of which are hereto attached, have been presented to this Council.

The City Council is familiar with the contents thereof.

The City Manager has recommended the execution of said agreement.

NOW, THEREFORE, the City Council of the City of San Leandro does
RESOLVE as follows:

That said agreement is hereby approved, and the Mayor is hereby
authorized to execute said agreement and deed on behalf of this City.

Introduced by Councilman Polvorosa and passed and adopted
this 4th day of November, 1968, by the following called vote:

Members of the Council:

Ayes:	Councilmen Kant, Polvorosa, Pomares, Suerstedt, Swift; Mayor Maltester	(6)
Noes:	None	(0)
Absent:	None	(0)

Jack D. Maltester
Jack D. Maltester
Mayor of the City of San Leandro

Attest: Richard H. West
Richard H. West, City Clerk

11/1/68/nf

PROPERTY EXCHANGE AGREEMENT
(Lealand Heights, Inc.)

Agreement entered into this 4th day of November, 1968
between the City of San Leandro, a municipal corporation, hereinafter called
City, and Lealand Heights, Inc., a corporation, hereinafter called Lealand.

Recitals

City intends to widen Estudillo Avenue at its intersection with Benedict Drive. Lealand owns property which must be acquired to effectuate this intent. City owns property excess to its needs contiguous to property of Lealand. It is to the best interests of City that said excess property be exchanged for the property of Lealand necessary for said street widening.

NOW, THEREFORE, the parties hereto agree as follows:

1. Lealand shall convey to City by grant deed, free and clear of liens or encumbrances, the following described property:

Real property in the City of San Leandro, County of Alameda, State of California, described as follows:

Commencing at the most western corner of Lot 5, in Block 2, at a point on the southeastern line of Estudillo Avenue, as said lot, block, and avenue are shown on the map of Tract 532, filed June 20, 1938, in Book 29 of Maps, pages 12 and 13, Alameda County Records; thence along said southeastern line of Estudillo Avenue, north 72° 00' 07" east (north 72° 00' 07" east being taken as the bearing of said southeastern line for the purpose of this description) 11.24 feet; thence leaving said southeastern line, north 29° 47' 26" west 67.42 feet to a point on the northwestern line of Estudillo Avenue, as said avenue existed June 4, 1945; said last mentioned point being the Actual Point of Beginning; thence along the said northwestern line of Estudillo Avenue, north 48° 24' 02" east 100.75 feet to the most southern corner of the parcel of land described in the deed from U. B. Lee and wife, to Charles G. Davis and wife, recorded February 9, 1945, in Book 4671, page 126, Official Records of Alameda County; thence along the southwestern line of the last mentioned parcel of land, north 21° 22' 08" west 11.03 feet; thence south 52° 57' 24" west 43.78 feet to a tangent curve concave to the northwest, having a radius of 70 feet, and a central angle of 39° 40' 16"; thence along said curve, southwesterly 48.47 feet to a non-tangent line, said non-tangent line being the northeastern line of the parcel of land described in the deed from Frank F. Ellis, and wife, to Josephine A. Marion, recorded September 4, 1945, in Book 4762, page 264, Official Records of Alameda County; thence along said northeastern line, south 13° 46' 48" east 37.82 feet to the actual point of beginning.

The above described parcel of land contains 1694 square feet, more or less.

2. City shall convey to Lealand by grant deed, free and clear of liens or encumbrances except that City shall reserve to itself all rights of access

to Benedict Drive and Estudillo Avenue adjacent thereto, the following described property:

Real property in the County of Alameda, State of California, described as follows:

A portion of those parcels of land conveyed in Deed No. 21625, and as Parcel 1 and Parcel 2 in Deed No. 21626 to the State of California, recorded April 2, 1962, and May 31, 1962, in Reel 550 and 595, Image 374 and 633, respectively, both of Official Records of Alameda County, described as follows:

Commencing at the southeastern corner of said Parcel 1; thence along the southern line thereof, south 72° 00' 07" west 25.94 feet to the eastern line of that parcel of land described as Parcel 2, in the relinquishment to the City of San Leandro, recorded November 29, 1965, in Reel 1652, Image 342, Official Records of Alameda County; thence along said eastern line, north 17° 57' 56" west 20.73 feet to an angle point; thence continuing along said eastern line, north 10° 32' 23" west 32.89 feet to the Actual Point of Beginning; thence continuing along said eastern line and along the northeastern line of that parcel of land described as Parcel 5 in the relinquishment to the City of Oakland, recorded November 29, 1965, in Reel 1652, Image 354, Official Records of Alameda County, north 10° 32' 23" west 303.62 feet and north 28° 03' 45" west 51.19 feet to the southeastern line of that parcel of land described in Director's Deed No. 21625-DD, recorded July 28, 1967, in Reel 2009, Image 37, Official Records of Alameda County; thence along said southeastern line, north 45° 32' 14" east 23.21 feet to the northeastern line of said parcel (Reel 550, Image 374); thence along last said line and along the northeastern line of said Parcel 2 (Reel 595, Image 633) south 27° 09' 47" east 58.60 feet to the southern line of said Parcel 2 (Reel 595, Image 633); thence along last said southern line, south 69° 22' 48" west 12.63 feet to the eastern line of said Parcel 1 (Reel 595, Image 633); thence along last said line, south 13° 46' 48" east 319.86 feet to a non-tangent curve concave to the northeast, having a radius of 70 feet, and a central angle of 23° 54' 52" (a radial line to said point bears south 2° 37' 40" west); thence along said curve, northwesterly 29.22 feet to the actual point of beginning.


Specifically excepting therefrom and reserving to the City of San Leandro all rights of access to Benedict Drive and Estudillo Avenue adjacent to said property.

The above described parcel of land contains 6539 square feet, more or less.


3. Lealand shall remove the existing fence on that property hereinabove described in Section 1.

LEALAND HEIGHTS, INC., a corporation

By


President

By

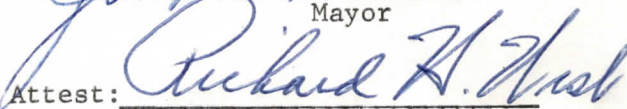

Secretary-Treasurer

CITY OF SAN LEANDRO, a municipal corporation

By


Mayor

Attest:


City Clerk

OFFICE OF THE
CITY CLERK



CITY OF SAN LEANDRO

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

February 10, 1969

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: **Lealand Heights, Inc.**
Recorded: **January 28, 1969**
No: **10023**
Re: **2335**
Im: **288**
Legal Description: **Attached**

Very truly yours,

Richard H. West
City Clerk

RHW:KK

Enclosure

CITY OF SAN LEANDRO

INTEROFFICE MEMO

TO City Clerk DATE April 22, 1969

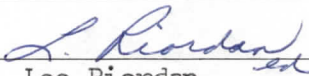
FROM L. E. Riordan, Assistant City Manager

SUBJECT Deed -- Lee property - Estudillo/Benedict

1 Attached is a certified copy of the deed for the property acquired from
2 Lealand Heights, Inc., Corporation, (Title Ins. & Trust, escrow #111722). This
3 property was acquired for the Estudillo/Benedict widening project and was recorded
4 with title vested in the City on January 28, 1969.

5 This is for your permanent file.

6

7 
Lee Riordan

8

9 LER:ed
cc: Public Works Dept. (LD 68-19)
Community Dev. Office

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