

RECORDING REQUESTED BY  
TITLE INSURANCE & TRUST CO.  
SL-191879

AND WHEN RECORDED MAIL TO

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

RE: 3030 IM: 901001

JAN - 3 1972

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

72-

193

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

REDEVELOPMENT AGENCY OF THE  
CITY OF SAN LEANDRO  
CIVIC CENTER, 835 E. 14TH ST.  
SAN LEANDRO, CALIF. 94577

DOCUMENTARY TRANSFER TAX \$ NIL  
☐ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR  
☐ COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES  
REMAINING THEREON AT TIME OF SALE.  
TITLE INSURANCE & TRUST CO.  
*Ruth J. Holder*  
Signature of declarant or agent determining tax-firm name  
CITY OF SAN LEANDRO ☐ 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,  
AUGUST O. THIERRY AND SYLVIA G. THIERRY, HIS WIFE,

hereby GRANT(S) to

THE REDEVELOPMENT AGENCY OF THE CITY OF SAN LEANDRO

the following described real property in the CITY OF SAN LEANDRO,  
County of ALAMEDA, State of California:

LOT "B" AND THE NORTHWESTERN 25 FEET OF LOT "C", IN BLOCK 3, MAP  
OF THE TOWN OF SAN LEANDRO, FILED FEBRUARY 27, 1955, IN BOOK 1 OF  
MAPS, AT PAGE 19, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA  
COUNTY.

Dated DECEMBER 29, 1971

x *August O. Thierry*  
August O. Thierry  
x *Sylvia G. Thierry*  
Sylvia G. Thierry

STATE OF CALIFORNIA } SS.  
COUNTY OF Alameda

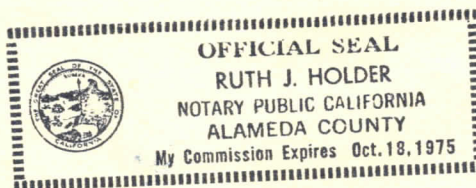
On December 30, 1971 before me, the under-  
signed, a Notary Public in and for said State, personally appeared  
August O. Thierry and Sylvia G. Thierry

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

Signature

*Ruth J. Holder*  
Ruth J. Holder

Name (Typed or Printed)



(This area for official notarial seal)

Title Order No.

Escrow or Loan No.

MAIL TAX STATEMENTS AS DIRECTED ABOVE



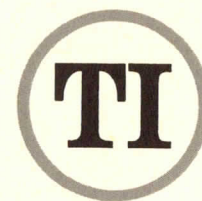
GRANT DEED



Title Insurance  
and  
Trust Company

COMPLETE STATEWIDE TITLE SERVICE  
WITH ONE LOCAL CALL

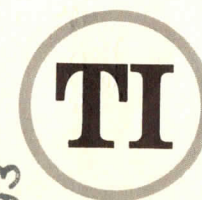
GRANT DEED



Title Insurance  
and  
Trust Company

COMPLETE STATEWIDE TITLE SERVICE  
WITH ONE LOCAL CALL

72- 193






RE: 3030 IM: 902

This is to certify that the interest in real property conveyed by the deed or grant dated DECEMBER 29, 1971 from AUGUST O. THIERRY AND SYLVIA G. THIERRY, HIS WIFE to the Redevelopment Agency of the City of San Leandro, a governmental agency, is hereby accepted by the undersigned officer on behalf of the Redevelopment Agency of the City of San Leandro pursuant to authority conferred by Resolution No. 69-1 of the Redevelopment Agency of the City of San Leandro adopted on January 13, 1969, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: DECEMBER 29, 1971

By

  
W. R. Rugg  
Secretary

72-

193



TI

# 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:

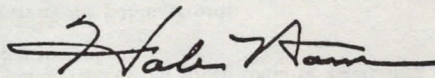
1. Any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule C, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage in Schedule B or in the Conditions and Stipulations; or
2. Unmarketability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

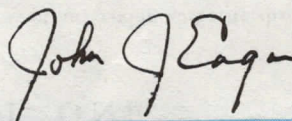
Title Insurance and Trust Company

by

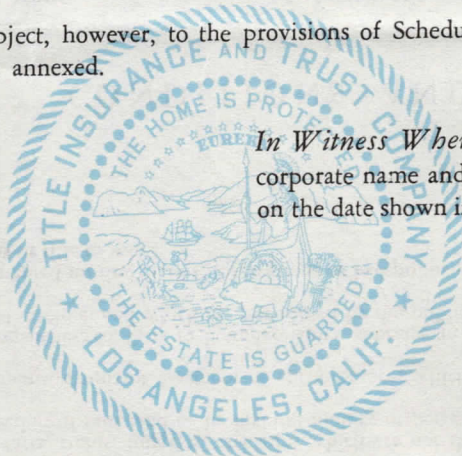


PRESIDENT

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



## SCHEDULE A

Amount \$40,000.00      Effective Date JANUARY 3, 1972,  
AT 9:00 A.M.  
INSURED

Premium \$222.50

Policy No. SL-191879  
SL-3, 3

THE REDEVELOPMENT AGENCY OF THE CITY OF SAN LEANDRO

1. Title to the estate or interest covered by this policy at the date hereof is vested in:

THE REDEVELOPMENT AGENCY OF THE CITY OF SAN LEANDRO

2. The estate or interest in the land described or referred to in Schedule C covered by this policy is a fee.

## SCHEDULE B

This policy does not insure against loss or damage by reason of the following:

### PART I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.



SCHEDULE B — (Continued)

PART II

1. GENERAL AND SPECIAL COUNTY AND CITY TAXES FOR THE FISCAL YEAR 1971-72,  
LAND VALUATION : \$16,300.00  
IMPROVEMENT VALUATION: \$900.00  
1ST INSTALLMENT : \$901.36 PAID  
2ND INSTALLMENT : \$901.36 DUE  
ACCOUNT NO. : 75-3-4  
CODE AREA NO. : 10067

2. AN ACTION IN THE SUPERIOR COURT,  
COMMENCED : JULY 21, 1961  
ENTITLED : REDEVELOPMENT AGENCY OF THE CITY OF SAN LEANDRO,  
A PUBLIC BODY, CORPORATE AND POLITIC, PLAINTIFF, VS.  
AUGUST O. THIERRY AND SYLVIA G. THIERRY, HIS WIFE,  
CARL H. FRANZEN, ALL PERSONS UNKNOWN CLAIMING ANY  
TITLE OR INTEREST IN OR TO THE PROPERTY, AND FIRST  
DOE THROUGH EIGHTH DOE, DEFENDANTS  
CASE NO. : 316628, COUNTY OF ALAMEDA  
NATURE OF ACTION: TO CONDEMN FOR PUBLIC USE  
AFFECTS : THE PREMISES

NOTICE OF THE PENDENCY OF SAID ACTION WAS  
RECORDED: JULY 21, 1961, REEL 371, IMAGE 180, OFFICIAL RECORDS,  
INSTRUMENT NO. AS/88511



TO 1012-1, 1056, 1013-C5 (5-70)  
American Land Title Association Loan Policy-1970  
With ALTA Endorsement - Form 1 Coverage.

or  
American Land Title Association Owner's Policy  
Form B-1970

or  
California Land Title Association  
Standard Coverage Policy-1963

## SCHEDULE C

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

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

LOT "B" AND THE NORTHWESTERN 25 FEET OF LOT "C", IN BLOCK 3,  
MAP OF THE TOWN OF SAN LEANDRO, FILED FEBRUARY 27, 1955, IN  
BOOK 1 OF MAPS, AT PAGE 19, IN THE OFFICE OF THE COUNTY RECORDER  
OF ALAMEDA COUNTY.



## INDORSEMENT

ATTACHED TO POLICY NO. SL-191879

ISSUED BY

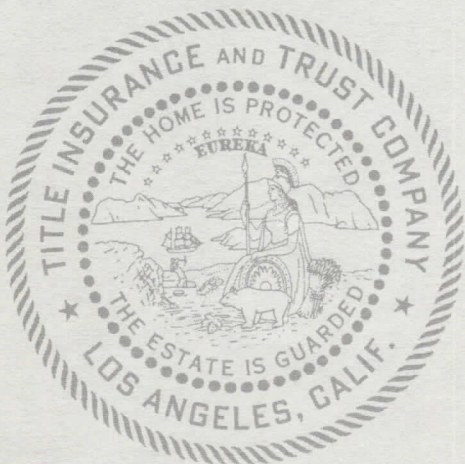
### Title Insurance and Trust Company

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.



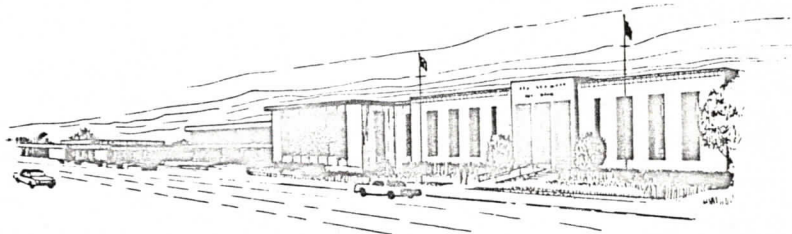
Title Insurance and Trust Company

By *Richard H. Boulett*

SECRETARY



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



Office of City Clerk 415-638-4100

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

Subject: Tax Cancellation

Gentlemen:

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

Title was taken by Deed from August O. Thierry and Sylvia G.

Thierry

recorded in the Official Records of the County of Alameda under the  
County Recorder's Serial No. 72-193, RE: 3030 IM: 901  
on January 3, 1972, ~~xx19xxxxx~~.

It is requested that your Honorable Board will:

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

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

Very truly yours,

Richard H. West, City Clerk

RHW/mj



By... Deputy

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

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

THE FOLLOWING RESOLUTION WAS ADOPTED: CANCEL TAXES NUMBER 142761

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):

75-3-4 ALL (1971-72)

CITY ATTORNEY'S OFFICE

FEB 24 1972

CITY OF SAN LEANDRO

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 ~~these~~ 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. FEB 22 1972

ATTEST: FEB 22 1972  
JACK K. POOL, CLERK OF  
THE BOARD OF SUPERVISORS

BY: P. Brucillette

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.

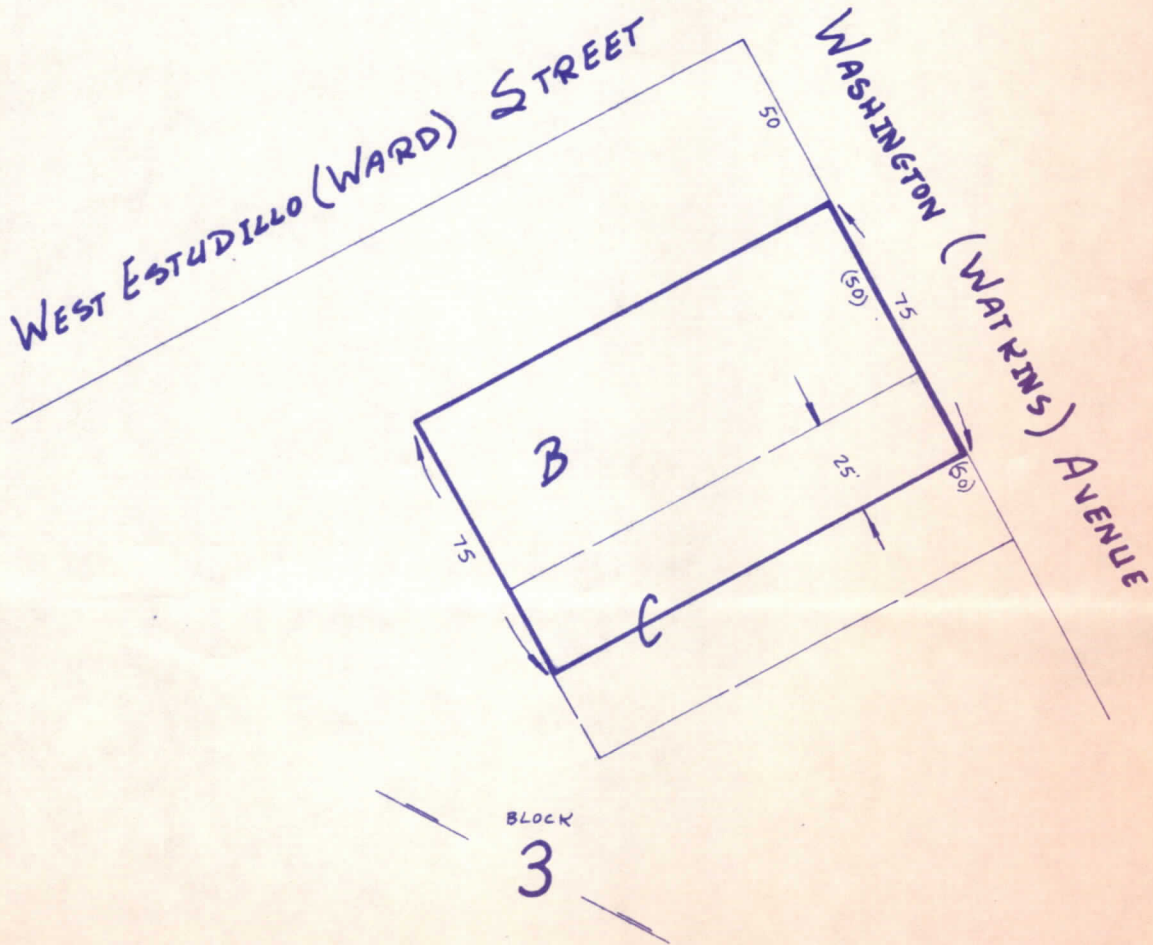
GLENN A. FORBES

City Attorney for the City of San Leandro,  
County of Alameda, State of California

By 

Assistant City Attorney for the City of  
San Leandro, County of Alameda, State of  
California







DISTRICT OF COLUMBIA DEPARTMENT OF THE DISTRICT OF COLUMBIA

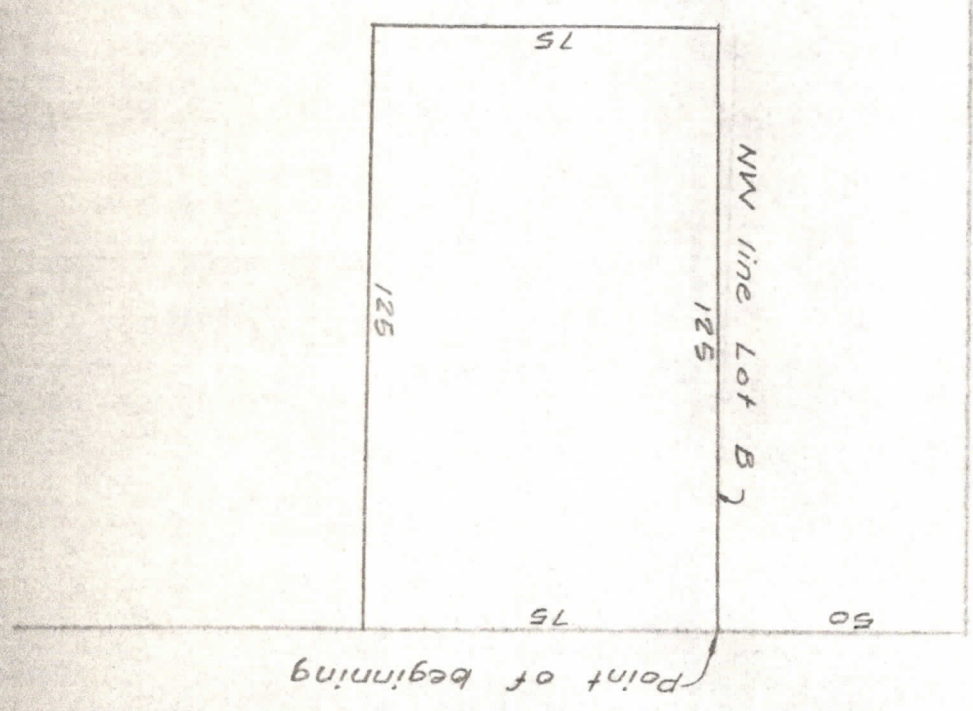
213 1602 CC 804

MICROFILMED

ACQUIRED  
BY Re 3030 Im 901  
DATE 1-3-72

Scale: 1" = 40'

WEST ESTUDILLO  
(WARD ST.)



WASHINGTON AVE  
(WATKINS ST.)

AVE

LD 61-71

PARCEL D

SUBJECT AUGUST O. THIERRY  
AND SYLVIA G. THIERRY

SHEET NO.  
JOB NO.

DATE 3-61  
DATE 3-61  
BY P72  
CHKD BY DM

804

VISION

AN LEANDRO ENGINEERIN

CITY C

804