RE:1808 IM: 9

RECORDING REQUESTED BY

TITLE INS. & TRUST CO.
SL/102688

AND WHEN RECORDED MAIL TO

Name City of San Leandro
Street Address 835 East 14th Street
City & State San Leandro, California

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

JUL 19 1966

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

AY 86567

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO
Name the above
Street Address
City & State

AFFIX I.R.S. $ NONE IN THIS SPACE

Grant Deed

TO 405 C

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
MATILDA DUTRA, a widow,

hereby GRANT(S) to CITY OF SAN LEANDRO, a Municipal Corporation,

the following described real property in the City of San Leandro,
County of Alameda, State of California:

COMMENCING at a point on the southerly line of Castro Street, distant thereon 382 feet westerly from the intersection of the said southerly line of Castro Street with the westerly line of Clarke Street; running thence westerly along said line of Castro Street, 58 feet; thence at right angles southerly parallel with Clarke Street 150 feet; thence at right angles easterly and parallel with Castro Street 58 feet; thence at right angles northerly and parallel with Clarke Street 150 feet to the point of beginning.

BEING a portion of Lot 20 as shown on the Hemme Tract San Leandro, on File in Book 9 of Maps, page 33, in the office of the County Recorder of Alameda County.

Dated July 6, 1966

Matilda Dutra
Matilda Dutra

STATE OF CALIFORNIA
COUNTY OF Alameda } SS.
On July 12, 1966 before me, the undersigned, a Notary Public in and for said State, personally appeared Matilda Dutra, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.
WITNESS my hand and official seal.

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

F. E. HOFMANN
NOTARY PUBLIC
ALAMEDA CO., CALIFORNIA

(This area for official notarial seal)

Title Order No. SL 102688 Escrow or Loan No. SL 78A-(76)

MAIL TAX STATEMENTS AS DIRECTED ABOVE.

AY 86567

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

RE: 1808 IM: 10

This is to certify that the interest in real property conveyed by Deed or Grant, dated July 6, 1966, from Matilda Dutra, a widow, 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: July 6, 1966

Richard H West

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

AY 86567

610

O P T I O N

In consideration of _ TEN AND NO/100 ------------- _($ 10.00_ _) DOLLARS, The receipt whereof is hereby acknowledged, I hereby give to The CITY OF SAN LEANDRO, _ a Municipal Corporation _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _, hereinafter referred to as Optionee, the option of buying, for the full price of TWENTY FOUR THOUSAND _ AND NO/100 ---------------------------------------($ 24,000.00_ _ _ _)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 _TWENTY THREE THOUSAND _ NINE HUNDRED NINETY AND NO/100 - - ($ 23,990.00 _ _ _) 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 within 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 _ _4th_ _day of _ _ _ April _ _ _, 19 66 _.

Mathilda Dutra

State of California) ss
County of Alameda)

On this _ _ _ _day of _ _ _ _ _ _ _ _19_ _, before me, the undersigned Notary Public, personally appeared

known to me to be the person__ described in and whose name_ _ _ _ subscribed to and who executed the within instrument and acknowledged to me that_ _ _ _ _ executed the same.

_ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _
Notary Public in and for said County and State

My Commission Expires:_ _ _ _ _ _ _ _ _

Commencing at a point on the southerly line of Castro Street, distant thereon 382 feet westerly from the intersection of the said southerly line of Castro Street with the westerly line of Clarke Street; running thence westerly along said line of Castro Street, 58 feet; thence at right angles southerly parallel with Clarke Street 150 feet; thence at right angles easterly and parallel with Castro Street 58 feet; thence at right angles northerly and parallel with Clarke Street 150 feet to the point of beginning.

Being a portion of Lot 20 as shown on the Hemme Tract, San Leandro, on file in Book 9 of Maps, Page 33, in the office of the County Recorder of Alameda County.

FOUNDED TI IN 1893

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.

TITLE INSURANCE AND TRUST COMPANY
THE HOME IS PROTECTED
THE ESTATE IS GUARDED
LOS ANGELES, CALIF.

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

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 without 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 the Company in regard to the subject matter of such action, proceeding or matter shall cease and terminate; provided, however, that failure to notify shall in no case prejudice the claim of any Insured unless the Company shall be actually prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish the title of the estate or interest or the lien of the mortgage as insured; and the Company may take any appropriate action under the terms of this policy whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision of this policy.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the Insured shall secure to it the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose. Whenever requested by the Company the Insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse the Insured for any expense so incurred.

5. NOTICE OF LOSS — LIMITATION OF ACTION

In addition to the notices required under paragraph 4(b), a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within sixty days after such loss or damage shall have been determined and no right of action shall accrue to the Insured under this policy until thirty days after such statement shall have been furnished, and no recovery shall be had by the Insured under this policy unless action shall be commenced thereon within five years after expiration of said thirty day period. Failure to furnish such statement of loss or damage, or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Insured of any action under this policy.

6. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Insured any claim insured against or to pay the full amount of this policy, or, in case loss is claimed under this policy by the owner of the indebtedness secured by a mortgage covered by this policy, the Company shall have the option to purchase said indebtedness; such purchase, payment or tender of payment of

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

RB

TO 1012-1 AB C
California Land Title Association
Standard Coverage Policy 1963

SCHEDULE A

Premium $ 184.00

Amount $ 24,000.00 Effective Date JULY 19, 1966, 9:30 A.M.

Policy No. SL-102688

SL-78A (76)

INSURED

CITY OF SAN LEANDRO

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

CITY OF SAN LEANDRO,
A MUNICIPAL CORPORATION

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

SCHEDULE B

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

PART 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

ORDINANCE NO. 1236 N. S., ESTABLISHING RIGHT OF WAY LINES FOR SAN LEANDRO BOULEVARD, BY THE CITY COUNCIL OF THE CITY OF SAN LEANDRO, CALIFORNIA, DATED NOVEMBER 16, 1959, RECORDED DECEMBER 29, 1959, IN BOOK 9256 PAGE 375, OFFICIAL RECORDS, SERIES NO. AQ/153429.
AFFECTS THAT PORTION OF PREMISES LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE MOST WESTERN CORNER OF SAID LOT 20; THENCE NORTH 62° EAST 8.98 FEET ALONG THE NORTHWESTERN LINE OF SAID LOT 20 TO A POINT OF CUSP WITH A TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 30.00 FEET AND A DELTA OF 111° 07' SAID POINT OF CUSP BEING THE ACTUAL POINT OF BEGINNING, THENCE SOUTHWESTERLY, SOUTHERLY, AND SOUTHEASTERLY 58.18 FEET ALONG SAID CURVE TO A TANGENT LINE, SAID TANGENT LINE BEING PARALLEL WITH AND 78 FEET, MEASURED AT RIGHT ANGLES, NORTHEASTERLY OF THE NORTHEASTERN LINE OF THE WESTERN PACIFIC RAILROAD CO. RIGHT OF WAY, 80 FEET WIDE; THENCE SOUTH 49° 07' EAST 257.28 FEET.

TO 1012-1—1056-1 C OC C
American Land Title Association® Loan Policy
Additional Coverage—1962
or
California Land Title Association
Standard Coverage Policy—1963

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 A POINT ON THE SOUTHERLY LINE OF CASTRO STREET, DISTANT THEREON 382 FEET WESTERLY FROM THE INTERSECTION OF THE SAID SOUTHERLY LINE OF CASTRO STREET WITH THE WESTERLY LINE OF CLARKE STREET; RUNNING THENCE WESTERLY ALONG SAID LINE OF CASTRO STREET, 58 FEET; THENCE AT RIGHT ANGLES SOUTHERLY PARALLEL WITH CLARKE STREET 150 FEET; THENCE AT RIGHT ANGLES EASTERLY AND PARALLEL WITH CASTRO STREET 58 FEET; THENCE AT RIGHT ANGLES NORTHERLY AND PARALLEL WITH CLARKE STREET 150 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF LOT 20 AS SHOWN ON THE HEMME TRACT, SAN LEANDRO, ON FILE IN BOOK 9 OF MAPS, PAGE 33, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

610

OFFICE OF THE
CITY MANAGER

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

June 29, 1966

Title Insurance & Trust Company
105 Parrott Street
San Leandro, California

Gentlemen:

Please refer to your escrow #102688, dated December 6, 1965, the Matilda Dutra property.

Enclosed are the following: A City warrant in the amount of $23,990, a copy of an option describing the property to be conveyed, and a signed but undated certificate of authorization by the City Clerk accepting the deed on behalf of the City. Full price of the property being taken is $24,000 — $10.00 having been paid to the owners at the time of taking the option.

Please prepare a deed describing the optioned property, conveying title from Matilda Dutra to the City of San Leandro, a Municipal Corporation. Taxes and rents are to be prorated as of the date of recording the deed. By separate copy of this letter I am requesting the present owner to contact you to sign the deed. Also, the present owner has been asked to send a complete list of the renters and pertinent information to you (see enclosed copy of letter). Upon recordation of the deed and issuance of the policy of title insurance, showing title vested in the City free and clear of all liens and encumbrances, you are authorized to deliver payment to the person entitled thereto.

Please have the deed recorded and returned to the City Manager's Office, City Hall, San Leandro, California. Please make a note of this last instruction on the back of the deed. Also, send title insurance and closing statement to the City Manager's Office.

Very truly yours,

L. E. Riordan
Assistant City Manager

LER:eh
Encl.
cc: Public Works Director (507 Castro)
City Clerk
Finance Officer (50-924)
Matilda Dutra

OFFICE OF THE
CITY MANAGER

CITY OF SAN LEANDRO

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

June 29, 1966

Title Insurance & Trust Company
105 Parrott Street
San Leandro, California

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Please have the deed recorded and returned to the City Manager's Office, City Hall, San Leandro, California. Please make a note of this last instruction on the back of the deed. Also, send title insurance and closing statement to the City Manager's Office.

Very truly yours,

L. L. Riordan
Assistant City Manager

LLR:toh
Encl.
cc: Public Works Director (507 Castro)
City Clerk
Finance Officer (50-824)
Matilda Dutra

August 9, 1966

Board of Supervisors
Administration Building
1221 Oak Street
Oakland, California

Gentlemen:

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

Assessed to: Matilda Dutra

Recorded: July 19, 1966 RE: 1808 IM: 9 AY 86567

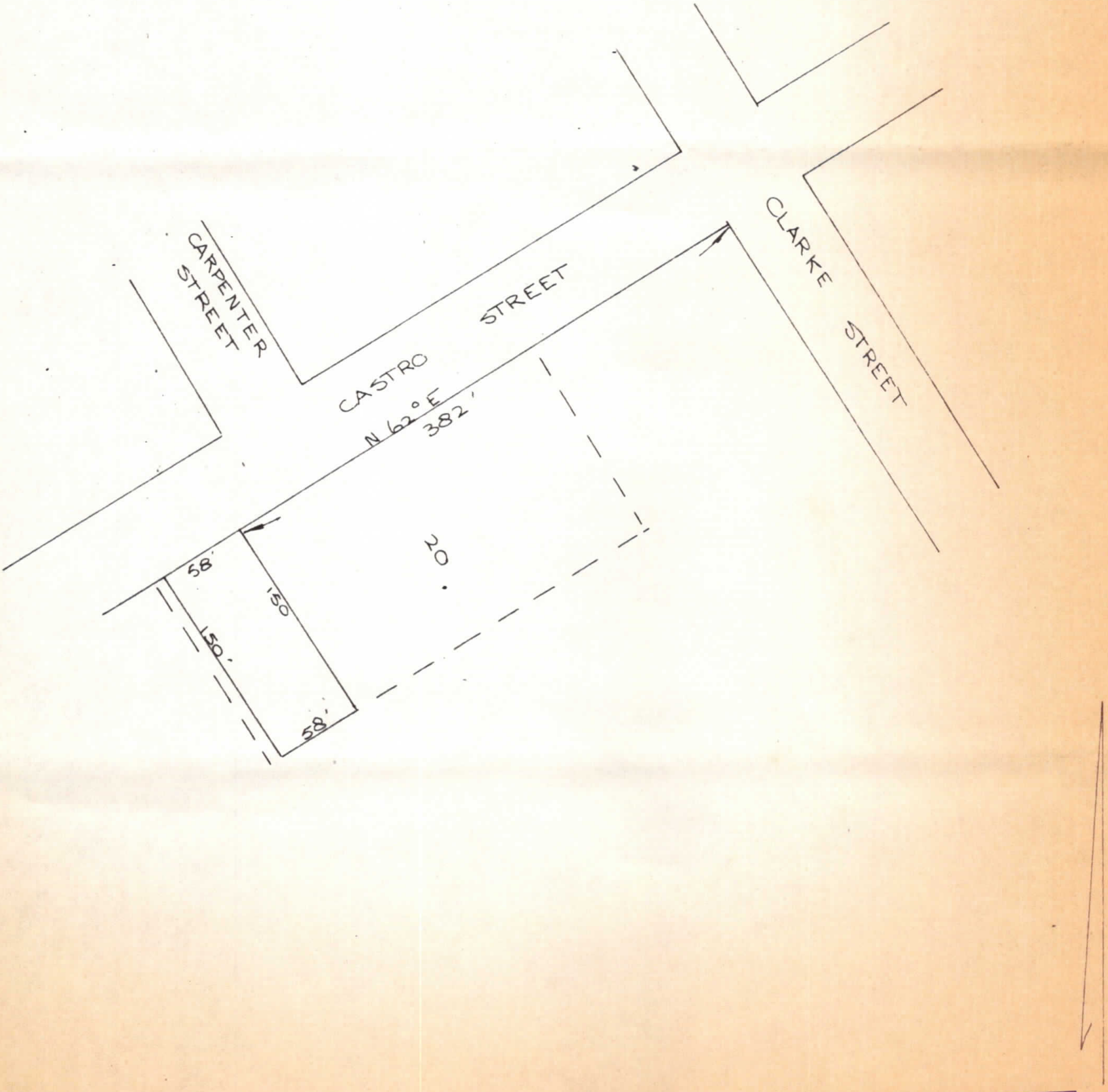
Legal Description: Attached

Very truly yours,

Richard H. West, City Clerk

By:____________________________
Wilma E. Pomares, Deputy

wep
Attach.


CARPENTER STREET
CASTRO STREET
N 62° E
382'
CLARKE STREET
20
58'
150'
150
58'