

Return to: Richard H. West, Clerk
City Hall
835 East 14th Street
San Leandro, CA 94577

RE: 3241 IM 315

001

72-132314

NO DOCUMENTARY TRANSFER DUE

R. H. WEST, CITY CLERK
CITY OF SAN LEANDRO

GRANT DEED

By grant deed dated January 10, 1968 and recorded January 16, 1968 under County Recorder's Serial No. BA 4979, Reel 2109, Images 156 and 157 and recorded February 1, 1968 under County Recorder's Serial No. BA 11269, Reel 2118, Images 748 and 749, Buon Tempo Club, a corporation organized under the laws of the State of California, conveyed to City of San Leandro, a municipal corporation, certain real property therein described in part as follows:

PARCEL I:

Commencing at the intersection of the northeasterly line of Washington formerly Watkins Street, also known as County Road No. 535, with the southeasterly line of the 8 acre tract of land described in deed to W. W. Warren recorded in Book 97 of Deeds, page 384, Alameda County Records; running thence along said northeasterly line of Washington Street, north 28° 05' west 169.70 feet; thence north 42° 02' east 6.84 feet; thence south 78° 18' 10" east 19.90 feet; thence north 41° 15' 30" east 85.39 feet to the actual point of beginning; run thence north 41° 15' 30" east a distance of 123.26 feet; thence south 81° 00' 23" east 171.71 feet to said southeasterly line of the said 8 acre tract of land; thence along said last named line, south 41° 50' 15" west 123.79 feet to a line drawn south 81° 00' 23" east from the point of beginning; thence north 81° 00' 23" west 153.77 feet to the actual point of beginning.

In said deed, a portion of the real property thereby conveyed, referred to as Parcel 1, was by mistake incorrectly described, and this deed is executed for the purpose of correcting said mistake.

NOW, THEREFORE, BUON TEMPO CLUB, a California corporation, hereby grants to CITY OF SAN LEANDRO, a municipal corporation, all that real property situated in the City of San Leandro, County of Alameda, State of California, described as follows:

Portion of that 8.00 acre tract conveyed to W. W. Warren, by deed dated June 1, 1874, and recorded in Book 97 of Deeds, page 384, Alameda County Records, described as follows:

Parcel 1

Commencing at the intersection of the northeastern line of Washington Avenue, 60 feet wide, with the southeastern line of said 8.00 acre tract; thence along said southeastern line north 41° 50' 15" east 376.87 feet to the most northern corner of Lot 4, as said lot is shown on the map of the Record of Survey for Oliver and Coburn filed

RECORDED AT REQUEST OF CITY OF HAYWARD

AT 3:30 P.M. M.

SEP 27 1972

JACK G. BLUE

Recorder Alameda County, Calif.

72-132314

February 8, 1963, in Record of Survey Book 4, page 40, Alameda County Records, said corner being the ACTUAL POINT OF BEGINNING; thence along the said southeastern line of 8.00 acre tract south 41° 50' 15" west 123.79 feet; thence north 81° 00' 23" west 153.77 feet to a tangent curve concave to the south, having a radius of 600 feet, and a central angle of 1° 35' 09"; thence along said curve northwesterly 16.61 feet to a non-tangent line, thence along said non-tangent line north 41° 15' 30" east 123.26 feet; thence south 81° 00' 23" east 171.71 feet to the point of beginning.

The above described parcel 1 contains 17,782.62 square feet, more or less.

Dated: August 18, 1972

BUON TEMPO CLUB, a California Corporation

By Roy J. Graham President

By Donald S. Polastri Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF ALAMEDA)

On August 18, 1972, before me Frances M. Stubler
a Notary Public in and for the County of Alameda, State of California,
personally appeared Roy J. Graham and Donald S. Polastri
known to me to be the President and Secretary of the
BUON TEMPO CLUB, a California corporation, and to be the persons who executed the
within instrument on behalf of the corporation therein named and acknowledged to
me that such corporation executed the same.



Frances M. Stubler
Notary Public in and for said
County and State

This is to certify that the interest in real property conveyed by the deed or grant
dated August 18, 1972, from BUON TEMPO CLUB, a California corporation, to the
City of San Leandro, a municipal corporation, is hereby accepted by order of the
City Council of the City of San Leandro on June 19, 1961, and the grantee consents
to recordation thereof by its duly authorized officer.

Dated: August 18, 1972

By Richard H. West
Richard H. West, City Clerk

72-1323-4

RECORDING REQUESTED BY
RE: 2118 IM. 748
T.I. - San Leandro Office

BA 4979

RECORDED at
Title Insurance
At 9:30 A.M.

ST OF
st Co.

RE: 2109 IM. 156

AND WHEN RECORDED MAIL TO

JAN 16 1968

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

Name City of San Leandro
Street 835 E. 14th St.
Address San Leandro, California
City & State CITY MAPS OFFICE

SPAC THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

Name SAME AS ABOVE
Street
Address
City & State

\$33.00

\$.55

JAN 16 1968

ALAMEDA COUNTY

DOCUMENTARY STAMP TAX

JAN 16 1968

ALAMEDA COUNTY

DOCUMENTARY STAMP TAX

33.55

IN THIS SPACE

Escrow No. SL-108542

Plant No. E-76, (23)

R/W 4

Corporation Grant Deed

TO 406 CA (8-65)

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Buon Tempo Club,
a corporation organized under the laws of the state of California,
hereby GRANTS 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:

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

FEB 1 1968

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

*re-recorded due to the fact
the certificate of acceptance was not
attached at the time of orig. recording.*

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its _____ President and _____ Secretary
thereunto duly authorized.

Dated: January 10, 1968

Buon Tempo Club

STATE OF CALIFORNIA

COUNTY OF Alameda

SS.

On January 10, 1968 before me, the undersigned, a Notary Public in and for said State, personally appeared
Carlo Vecchiarelli

known to me to be the _____ President, and
Edward Mori

known to me to be the _____ Secretary of the Corporation that executed the
within Instrument, known to me to be the persons who executed the
within Instrument on behalf of the Corporation therein named, and
acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature

H.W. DAHL

Name (Typed or Printed)

By

By

President

Secretary



Title Order No.

Escrow or Loan No.

MAIL TAX STATEMENTS AS DIRECTED ABOVE



**CORPORATION
GRANT DEED**



Title Insurance
and
Trust Company

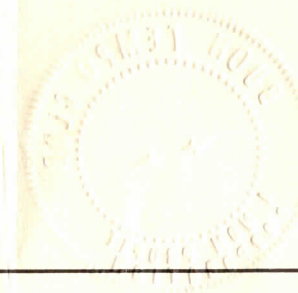
COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL

**CORPORATION
GRANT DEED**



Title Insurance
and
Trust Company

COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL



BA11269

BA 4979

749/3

This is to certify that the interest in real property conveyed by
Deed or Grant, dated January 10, 1968, from
BUON TEMPO CLUB, a Corporation,
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:

Richard H. West

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

BA11269

TO 449 C
(Corporation)

RE: 2118 IM: 749
BA11269 (TI)

STATE OF CALIFORNIA
COUNTY OF ALAMEDA } SS.

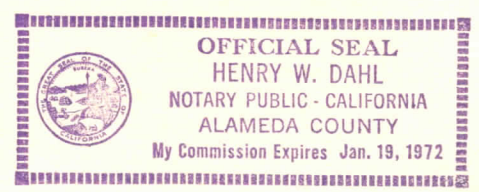
On January 30, 1968 before me, the undersigned, a Notary Public in and for said
State, personally appeared Carlo Vecchiarelli
known to me to be the President, and Edward Mori
known to me to be the Secretary of the corporation that executed the within Instrument,
known to me to be the persons who executed the within
Instrument on behalf of the corporation therein named, and
acknowledged to me that such corporation executed the within
instrument pursuant to its by-laws or a resolution of its board
of directors.

WITNESS my hand and official seal.

Signature *Henry W. Dahl*

Henry W. Dahl

Name (Typed or Printed)



(This area for official notarial seal)

IN LIEU OF OPTION DATED SEPTEMBER 21, 1967.

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 THIRTY THOUSAND FIVE
HUNDRED AND NO/100 ----- (\$ 30,500.00) 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 THIRTY THOUSAND FOUR --
HUNDRED NINETY AND NO/100 ----- (\$ 30,490.00) 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 20th -- day of October --, 1967 --. BUON TEMPO CLUB
Edmond M... Secretary

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: --

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office at the City of New York, this 1st day of October, 1934.

Witness my hand and seal of office at the City of New York, this 1st day of October, 1934.

Notary Public in and for the State of New York

Subscribed and sworn to before me on this 1st day of October, 1934, by the said _____, who is personally known to me, and who acknowledges to me that he is the author of the foregoing instrument, and that he desires to execute the same for the purposes and consideration therein expressed.

Notary Public in and for the State of New York

Subscribed and sworn to before me on this 1st day of October, 1934, by the said _____, who is personally known to me, and who acknowledges to me that he is the author of the foregoing instrument, and that he desires to execute the same for the purposes and consideration therein expressed.

ADDENDA

The following conditions shall be a part of that certain option dated October 20, 1967 from Buon Tempo to the CITY OF SAN LEANDRO:

1. As an additional consideration, City shall agree that if an assessment is levied against Grantor under any special improvement district proceeding for the extension of San Leandro Boulevard within the property herein described, City will at the time of the spread of such assessment pay to Grantor an additional amount equal to the assessment so levied.
2. As a further consideration City shall further agree that if any property acquired by City for the purpose of the extension of San Leandro Boulevard, which property abuts the property retained by Grantor or its assigns having frontage on both Washington Avenue and San Leandro Boulevard, is determined by City to be surplus property not required for such street purposes, City will on such determination grant to Grantor or its assigns having frontage on both Washington Avenue and San Leandro Boulevard, an easement in such property for purposes of landscaping and erection and maintenance of an advertising sign or signs appurtenant to the commercial development on the property so retained by Grantor or its assigns. Grantor for itself and its assigns agrees that said easement will terminate and any structures placed thereon by Grantor or its assigns will be removed by Grantor or its assigns at its sole cost and expense if said property is thereafter determined by City to be required for street purposes.

ADDENDUM

The following conditions shall be a part of that certain option dated

October 20, 1967 from Buon Tempo to the CITY OF SAN LEANDRO:

1. As an additional consideration, City shall agree that if an assessment is

levied against Grantor under any special improvement district proceeding

for the extension of San Leandro Boulevard within the property herein

described, City will at the time of the spread of such assessment pay to

Grantor an additional amount equal to the assessment so levied.

2. As a further consideration City shall further agree that if any property

acquired by City for the purpose of the extension of San Leandro Boulevard,

which property abuts the property retained by Grantor or its assigns having

frontage on both Washington Avenue and San Leandro Boulevard, is determined

by City to be surplus property not required for such street purposes, City

will on such determination grant to Grantor or its assigns having frontage

on both Washington Avenue and San Leandro Boulevard, an easement in such

property for purposes of landscaping and erection and maintenance of an

advertising sign or signs appurtenant to the commercial development on the

property so retained by Grantor or its assigns. Grantor for itself and its

assigns agrees that said easement will terminate and any structures placed

thereon by Grantor or its assigns will be removed by Grantor or its assigns

at its sole cost and expense if said property is thereafter determined by

City to be required for street purposes.

PARCEL 1:

Commencing at the intersection of the northeasterly line of Washington formerly Watkins Street, also known as County Road No. 535, with the southeasterly line of the 8 acre tract of land described in Deed to W. W. Warren recorded in Book 97 of Deeds, page 384, Alameda County records; running thence along said northeasterly line of Washington Street, North $28^{\circ} 05'$ West 169.70 feet; thence North $42^{\circ} 02'$ East 6.84 feet; thence South $78^{\circ} 18' 10''$ East 19.90 feet; thence North $41^{\circ} 15' 30''$ East 85.39 feet to the actual point of beginning; running thence North $41^{\circ} 15' 30''$ East a distance of 123.26 feet; thence South $81^{\circ} 00' 23''$ East 171.71 feet to said southeasterly line of the said 8 acre tract of land; thence along said last named line, South $41^{\circ} 50' 15''$ West 123.79 feet to a line drawn South $81^{\circ} 00' 23''$ East from the point of beginning; thence North $81^{\circ} 00' 23''$ West 153.77 feet to the actual point of beginning.

PARCEL 2:

Beginning at the intersection of the Northeasterly line of Washington, formerly Watkins Street, also known as County Road No. 535, with the Southeasterly line of the 8 acre tract of land described in Deed to W. W. Warren recorded in Book 97 of Deeds, page 384, Alameda County records; running thence along said Northeasterly line of Washington Street North $28^{\circ} 05'$ West 169.70 feet; thence North $42^{\circ} 02'$ East 6.84 feet; thence South $78^{\circ} 18' 10''$ East 19.90 feet; thence North $41^{\circ} 15' 30''$ East 15.71 feet; thence from a tangent which bears south $41^{\circ} 15' 30''$ West on the arc of a curve to the left having a radius of 40 feet, through a central angle of $8^{\circ} 23' 25''$ a distance of 5.86 feet; thence tangent to said curve South $28^{\circ} 05'$ East 145.84 feet to the said Southeasterly line of said 8 acre tract; thence along the last named line South $48^{\circ} 50' 15''$ West 38.33 feet to the point of beginning.



POLICY OF TITLE INSURANCE

ISSUED BY

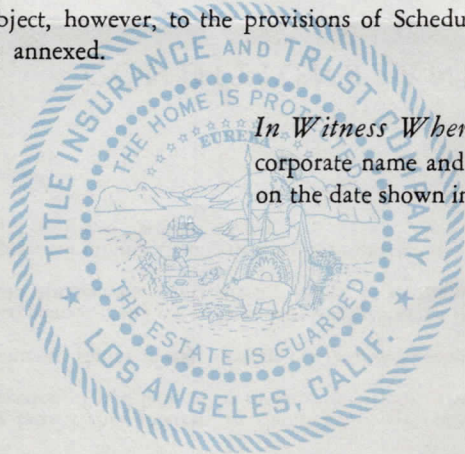
Title Insurance and Trust Company

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:

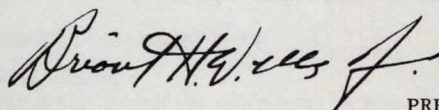
1. Any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule C, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage in Schedule B or in the Conditions and Stipulations; or
2. Unmarketability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

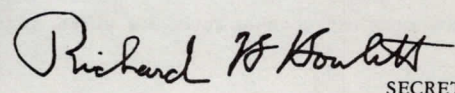
all subject, however, to the provisions of Schedules A, B and C and to the Conditions and Stipulations hereto annexed.

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-108542
AMOUNT : \$30,500.00
PREMIUM : \$255.00
EFFECTIVE DATE : JANUARY 16, 1968 AT 9:30 A.M.
PLANT ACCOUNT : E-76, 23 & R/W X4

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 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 1967-68:
1ST INSTALLMENT: \$691.46 PAID
2ND INSTALLMENT: \$691.46 PAYABLE
ACCOUNT NO. : 77D-1410-4-2
CODE AREA NO. : 10016

2. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES
STATED HEREIN, AND INCIDENTAL PURPOSES,
IN FAVOR OF: ORO LOMA SANITARY DISTRICT
FOR : SANITARY SEWER PIPE OR PIPES AND APPURTENANCES
TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS
RECORDED : NOVEMBER 22, 1949, IN BOOK 5942, PAGE 451 OFFICIAL
RECORDS
AFFECTS : THE SOUTHEASTERN 2-1/2 FEET OF PREMISES

3. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES
STATED HEREIN, AND INCIDENTAL PURPOSES,
IN FAVOR OF: JOHN PERATA AND ANTONIETTA PERATA, HIS WIFE
FOR : STORM SEWER
RECORDED : JUNE 16, 1961, INSTRUMENT NO. AS/73315
AFFECTS : A STRIP OF LAND 5 FEET IN WIDTH, DESCRIBED AS
FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHEASTERN
LINE OF COUNTY ROAD NO. 535, KNOWN AS WASHINGTON
AVENUE, WITH THE SOUTHEASTERN LINE OF SAID 8.00
ACRE TRACT; RUN THENCE ALONG SAID LINE OF WASHINGTON
AVENUE, NORTH 28° 05' WEST 169.70 FEET; THENCE
NORTH 42° 02' EAST 6.84 FEET; THENCE SOUTH 78°
18' 10" EAST 19.90 FEET; THENCE SOUTH 41° 15'
30" WEST 24 FEET, MORE OR LESS, TO SAID LINE
OF WASHINGTON AVENUE, AND THE ACTUAL POINT OF
BEGINNING OF THE LINE TO BE DESCRIBED; AND RUNNING
THENCE NORTH 41° 15' 30" EAST 200 FEET.

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:

PARCEL 1:

COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF WASHINGTON FORMERLY WATKINS STREET, ALSO KNOWN AS COUNTY ROAD NO. 535, WITH THE SOUTHEASTERLY LINE OF THE 8 ACRE TRACT OF LAND DESCRIBED IN DEED TO W. W. WARREN RECORDED IN BOOK 97 OF DEEDS, PAGE 384, ALAMEDA COUNTY RECORDS; RUNNING THENCE ALONG SAID NORTHEASTERLY LINE OF WASHINGTON STREET, NORTH 28° 05' WEST 169.70 FEET; THENCE NORTH 42° 02' EAST 6.84 FEET; THENCE SOUTH 78° 18' 10" EAST 19.90 FEET; THENCE NORTH 41° 15' 30" EAST 85.39 FEET TO THE ACTUAL POINT OF BEGINNING; RUN THENCE NORTH 41° 15' 30" EAST A DISTANCE OF 123.26 FEET; THENCE SOUTH 81° 00' 23" EAST 171.71 FEET TO SAID SOUTHEASTERLY LINE OF THE SAID 8 ACRE TRACT OF LAND; THENCE ALONG SAID LAST NAMED LINE, SOUTH 41° 50' 15" WEST 123.79 FEET TO A LINE DRAWN SOUTH 81° 00' 23" EAST FROM THE POINT OF BEGINNING; THENCE NORTH 81° 00' 23" WEST 153.77 FEET TO THE ACTUAL POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF WASHINGTON, FORMERLY WATKINS STREET, ALSO KNOWN AS COUNTY ROAD NO. 535, WITH THE SOUTHEASTERLY LINE OF THE 8 ACRE TRACT OF LAND DESCRIBED IN DEED TO W. W. WARREN RECORDED IN BOOK 97 OF DEEDS, PAGE 384, ALAMEDA COUNTY RECORDS; RUNNING THENCE ALONG SAID NORTHEASTERLY LINE OF WASHINGTON STREET NORTH 28° 05' WEST 169.70 FEET; THENCE NORTH 42° 02' EAST 6.84 FEET; THENCE SOUTH 78° 18' 10" EAST 19.90 FEET; THENCE NORTH 41° 15' 30" EAST 15.71 FEET; THENCE FROM A TANGENT WHICH BEARS SOUTH 41° 15' 30" WEST ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 40 FEET, THROUGH A CENTRAL ANGLE OF 8° 23' 25" A DISTANCE OF 5.86 FEET; THENCE TANGENT TO SAID CURVE SOUTH 28° 05' EAST 145.84 FEET TO THE SAID SOUTH-EASTERLY LINE OF SAID 8 ACRE TRACT; THENCE ALONG THE LAST NAMED LINE, SOUTH 48° 50' 15" WEST 38.33 FEET TO THE POINT OF BEGINNING.

INTEROFFICE MEMO

TO Public Works Department

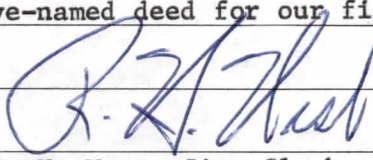
DATE 9/26/72

FROM City Clerk's Office

SUBJECT Buon Temp Club Deed #866

1 Please prepare a plat for the above-named deed for our file. Attached is the

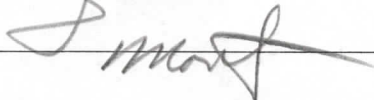
2 LD.


R. H. West, City Clerk

5 RHW:KK

7 Attach: LD

9 Phil 9/26

10 we probably have in original
11 file on this. Please sketch something
12 if we don't so Richard can identify
13 the City's property
14 

18 Plat attached 9/29/72
19

21 RECEIVED
22 CITY OF SAN LEANDRO

23 SEP 29 1972

24 RICHARD H. WEST
25 CITY CLERK

CITY OF SAN LEANDRO

INTEROFFICE MEMO

TO Glenn Forbes - City Attorney DATE March 15, 1972
FROM Dick West - City Clerk CITY ATTORNEY'S OFFICE
SUBJECT DEED ACCEPTANCES MAR 15 1972

Glenn:

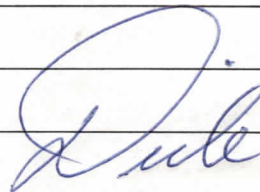
It was pointed out to me today that the Certificate of Acceptance attached to the deed from the Buon Tempo Club, Escrow No. SL-108542, was not dated when signed by me.

As you know, the City Manager frequently requests a signed but undated certificate of acceptance to forward to the title company.

This is what obviously happened in this instance. Edie Debo suggested that I phone the title company to see if this dating was important, since the company had not filled it in but instead sent it directly to be recorded. The recorder's office recorded it undated and forwarded it to the City Manager, and they forwarded it to me for the files.

Instead of asking the title company whether or not this date is necessary, I would rather have the answer from you. The undated portion referred to in this memo is circled in red on the attached copy.

Thank you.

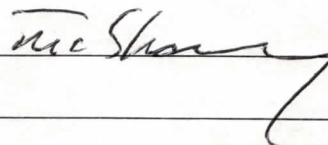


R. H. West
City Clerk

3-21-72

to: West

The date is necessary, but not essential. Don't worry about it.



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

On motion of Supervisor Sweeney, Seconded by Supervisor Razeto,

and approved by the following vote,

1kb Ayes: Supervisors Bort, Murphy, Razeto, Sweeney and Chairman Hannon - 5Noes: Supervisors NoneExcused or Absent: Supervisors NoneTHE FOLLOWING RESOLUTION WAS ADOPTED: CANCEL TAXES NUMBER 125637

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):

77D-1410-4-2 WOP

is now subject to a lien for uncollected taxes or assessments and penalties or costs thereon; and

WHEREAS, after the time said taxes or assessments and penalties and costs thereon became a lien on said real property, it was acquired by the City of San Leandro, as shown on that ~~those~~ certain deed(s) duly recorded in the office of the Recorder of Alameda County, and because of such public ownership is not subject to sale for delinquent taxes; and

WHEREAS, the City of San Leandro has requested the cancellation of said uncollected taxes and assessments and penalties and costs thereon now a lien upon the hereinabove described real property;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by this Board of Supervisors, with the written consent of the County Counsel of the County of Alameda, and 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 ~~been~~ 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 June 5, 1968

ATTEST: October 19, 1972
JACK K. POOL, CLERK OF
THE BOARD OF SUPERVISORS

BY: Shirley Dutz

RICHARD J. MOORE

County Counsel for the County of Alameda,
State of California

By Sam H. Zyglis
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 *Charles W. [Signature]*
Assistant City Attorney for the
City of San Leandro, County of
Alameda, State of California

OFFICE OF THE
CITY CLERK



CITY OF SAN LEANDRO

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

February 19, 1968

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, a public body corporate and politic, has acquired fee title to the real property described in the attached legal description, and all improvements thereon.

Title was taken by Deed from Buon Tempo Club

recorded in the Official Records of the County of Alameda under the
County Recorder's Serial No. BA 4979, RE: 2109 IM: 156
on February 1, 1968.

It is requested that your Honorable Board will:

1. (X) Accept the attached Check No. 1453530 made by
Title Insurance & Trust Co. in the
amount of \$ 15.00, to cover the accrued current
real property taxes to the above date of recordation
(included in the check amount is any current personal prop-
erty 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.
2. () 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:wep
Enc.

