

RETURN TO: City of San Leandro
City Hall, 835 East 14th Street
San Leandro, California, 94577
SL/608297 E76 X8 & 13

RE: 1907 IM: 715

NO I.R.S. REQUIRED

AZ 8124

4

THE WESTERN PACIFIC RAILROAD COMPANY, a corporation,
Grantor, hereby GRANTS to the CITY OF SAN LEANDRO, a municipal
corporation of the State of California, Grantee, all that
certain real property situate in the City of San Leandro,
County of Alameda, State of California, described as follows:

630

AZ 8124

Beginning at a point on the northeastern
line of Washington Avenue, 60 feet wide, form-
erly Watkins Street, where the same is inter-
sected by the division line between the prop-
erty now or formerly belonging to James F.
Murphy, and the property now or formerly be-
longing to John J. Murphy; thence running
along said dividing line North 42° 25' East
to the southwestern line of The Western Pacific
Railroad Company right of way, 80 feet wide;
thence along the last named line North 49° 07'
West to the northeastern line of said Washing-
ton Avenue, 60 feet wide; thence along the last
named line South 27° 42' East 169.88 feet to
the point of beginning.

SUBJECT to current taxes.

The property herein conveyed is not necessary or useful
in the performance of the duties of the Grantor to the public.

IN WITNESS WHEREOF, The Western Pacific Railroad Company
has by its officers thereunto duly authorized, by resolution of
its Board of Directors, a certified copy of which resolution is
hereunto attached, signed its corporate name and affixed its
corporate seal this 20th day of July, 1966.

THE WESTERN PACIFIC RAILROAD COMPANY

By M. M. Chast
President

By Josue Sams
Secretary

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

JAN 27 1967

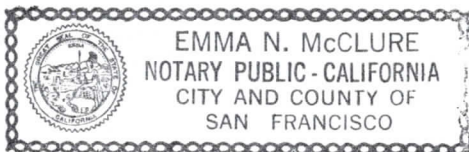
OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
JACK G. BLUE
COUNTY RECORDER

DH

STATE OF CALIFORNIA,)
CITY AND COUNTY OF SAN FRANCISCO) ss.

On this 20th day of July, 1966, before me, EMMA N. McCLURE, a Notary Public in and for the said City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared M. M. CHRISTY and LOGAN PAINE, known to me to be the President and the Secretary, respectively, of THE WESTERN PACIFIC RAILROAD COMPANY, the corporation described in and that executed the within instrument, and they acknowledged to me that such corporation executed the same pursuant to a resolution of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.



Emma N. McClure
Notary Public
in and for the City and County of
San Francisco, State of California

My Commission expires April 5, 1967.

I, LOGAN PAINE, Secretary of THE WESTERN PACIFIC RAILROAD COMPANY, a corporation, as such Secretary, do hereby CERTIFY that at a regular meeting of the Board of Directors of said corporation held on the 23rd day of May, 1966, at which a quorum of said Board was present, a resolution was duly and regularly passed in the words and figures following, to wit:

"RESOLVED, that this corporation execute and deliver to the CITY OF SAN LEANDRO, a municipal corporation of the State of California, a grant deed conveying all that certain real property situate in the City of San Leandro, County of Alameda, State of California, described as follows:

Beginning at a point on the northeastern line of Washington Avenue, 60 feet wide, formerly Watkins Street, where the same is intersected by the division line between the property now or formerly belonging to James F. Murphy, and the property now or formerly belonging to John J. Murphy; thence running along said dividing line North 42° 25' East to the southwestern line of The Western Pacific Railroad Company right of way, 80 feet wide; thence along the last named line North 49° 07' West to the northeastern line of said Washington Avenue, 60 feet wide; thence along the last named line South 27° 42' East 169.88 feet to the point of beginning.

SUBJECT to current taxes.


BE IT FURTHER RESOLVED, that the President or any Vice President and the Secretary or any Assistant Secretary of this corporation be and they are hereby authorized and directed to execute said deed on behalf of this corporation and in its name and under its seal.

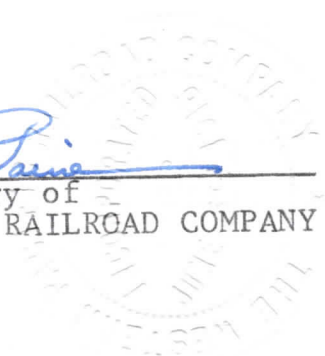
BE IT FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this corporation be and he is hereby authorized and directed to attach to said deed a copy of this resolution, duly certified to by him as such Secretary or Assistant Secretary and under the seal of this corporation."

I FURTHER CERTIFY that said resolution has not been

rescinded or amended and that the same is now in full force and effect at the time of the execution of the attached deed.

IN WITNESS WHEREOF, I have hereunto signed my name as such Secretary and affixed the seal of said corporation this 20th day of July, 1966.

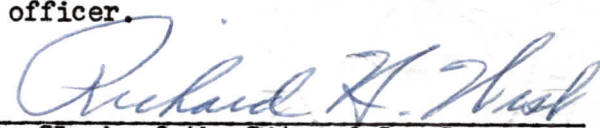

Secretary of
THE WESTERN PACIFIC RAILROAD COMPANY



AZ 8124

This is to certify that the interest in real property conveyed by Deed or Grant, dated July 20, 1966, from Western Pacific Railroad Company, a railroad 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: January 23, 1967


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



TO 1012-1 F C
California Land Title Association
Standard Coverage Policy Form
Copyright 1963

FOUNDED

IN 1893

POLICY OF TITLE INSURANCE

ISSUED BY

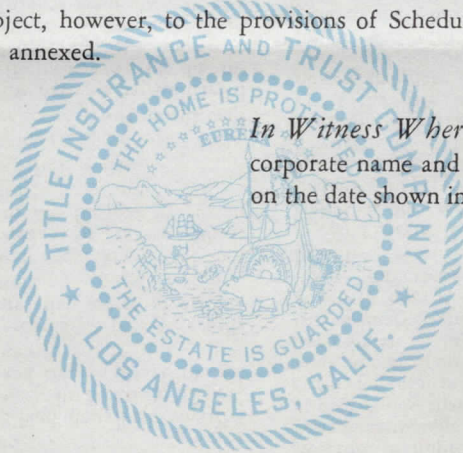
Title Insurance and Trust Company

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:

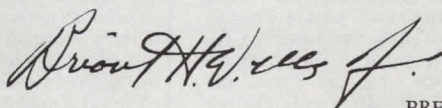
1. Any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule C, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage in Schedule B or in the Conditions and Stipulations; or
2. Unmarketability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

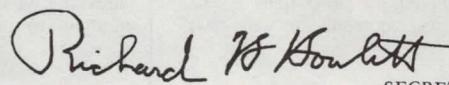
all subject, however, to the provisions of Schedules A, B and C and to the Conditions and Stipulations hereto annexed.

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 de-

fect, 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

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

SCHEDULE A

Premium \$ 72.00

Amount \$ 5,000.00

Effective
Date JANUARY 27, 1967 AT 9:30 A.M.

Policy No. SL-608297
E-76 (X8, 13)

I N S U R E D

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.

TO 10/17 AS C
Covered by the Association
Standard Coverage Form 1000

SCHEDULE A

Premium \$ 12.00

Amount \$ 2,000.00 Date JANUARY 27, 1967 AT 2:30 A.M. Policy No. SL-603297
E-70 (X8, 13) INSURED

CITY OF SAN LEANDRO

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

A MUNICIPAL CORPORATION
CITY OF SAN LEANDRO

2. The estate or interest in the land described or referred to in Schedule C covered by this policy is of 100

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 owing here by the records of any taxing authority that leaves taxes or assessments on real property or by the public records.
2. Any loss arising because of claims which are not shown by the public records but which would be satisfied by an inspection of said land or by walking thereon at the time of the loss.
3. Encumbrances of easements or other interests which are not shown by the public records.
4. Encumbrances existing in favor of third parties, whether in deed, mortgage or any other form which is not shown by the public records.
5. Unpaid or uncollected assessments or charges in favor of or against the insured, which are not shown by the public records.

SCHEDULE B — (Continued)

PART II

NONE.

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:

BEGINNING AT A POINT ON THE NORTHEASTERN LINE OF WASHINGTON AVENUE, 60 FEET WIDE, FORMERLY WATKINS STREET, WHERE THE SAME IS INTERSECTED BY THE DIVISION LINE BETWEEN THE PROPERTY NOW OR FORMERLY BELONGING TO JAMES F. MURPHY, AND THE PROPERTY NOW OR FORMERLY BELONGING TO JOHN J. MURPHY; THENCE RUNNING ALONG SAID DIVIDING LINE NORTH $42^{\circ} 25'$ EAST TO THE SOUTHWESTERN LINE OF THE WESTERN PACIFIC RAILROAD RIGHT OF WAY, 80 FEET WIDE; THENCE ALONG THE LAST NAMED LINE NORTH $49^{\circ} 07'$ WEST TO THE NORTHEASTERN LINE OF SAID WASHINGTON AVENUE, 60 FEET WIDE; THENCE ALONG THE LAST NAMED LINE SOUTH $27^{\circ} 42'$ EAST 169.88 FEET TO THE POINT OF BEGINNING.

OFFICE OF THE
MAYOR



CITY OF SAN LEANDRO

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

June 18, 1967

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

Gentlemen:

Please refer to your escrow #SL-608297, 3rd Revised, undated, Western Pacific Railroad property.

Enclosed are the following: a City warrant in the amount of \$5,000.00; a copy of a letter to you from Western Pacific, dated July 20, 1966, concerning this transaction; and a signed but undated certificate of authorization by the City Clerk accepting the deed on behalf of the City.

Taxes are to be prorated as of the date of recording the deed. Upon recordation of the deed and issuance of the policy of title insurance, showing title free and clear of all liens and encumbrances, you are authorized to deliver payment to the persons 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 policy and closing statement to the City Manager's Office.

If you have any questions, please contact me.

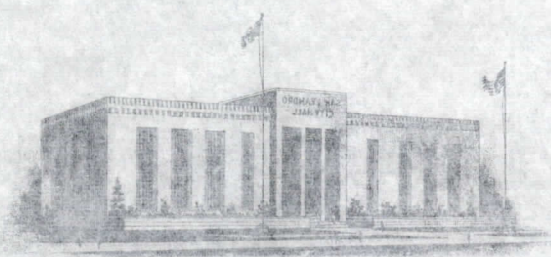
Very truly yours,

L. E. Riordan
Assistant City Manager

LER:ed
Encl.

cc: Public Works Director
City Clerk ✓
Finance Officer
Western Pacific Railroad Company

222



OFFICE OF THE
MAYOR

CITY OF SAN LEANDRO

June 18, 1967

CITY HALL - 888 EAST 14TH STREET
SAN LEANDRO, CALIFORNIA

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

Dear Sirs:

Please refer to your account WSL-608287, 6th Revised, undated, Western Pacific Railroad property.

Enclosed are the following: a CITY WARRANT in the amount of \$2,000.00; a copy of a letter to your firm from Western Pacific, dated July 20, 1966, concerning this transaction; and a signed but undated certificate of authorization by the City Clerk accepting the deed on behalf of the City.

Taxes are to be prorated as of the date of recording the deed. Upon recording of the deed and issuance of the policy of title insurance, showing title insurance and clear of all liens and encumbrances, you are authorized to deliver payment to the persons 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 policy and closing statement to the City Manager's Office.

If you have any questions, please contact me.

Very truly yours,

L. E. Jordan
Assistant City Manager

cc: Public Works Director
City Clerk
Finance Officer
Western Pacific Railroad Company

LR:ed
Lmf.

February 6, 1967

Board of Supervisors
Administration Building
1221 Oak Street
Oakland, California

Gentlemen:

Please cancel taxes on the following property deeded
to the City of San Leandro:

Assessed to: Western Pacific Railroad Company

Recorded: January 27, 1967 RE: 1907 IM: 715 AZ 8124

Legal Description: Attached

Very truly yours,

Richard H. West
City Clerk

wep
Attach.

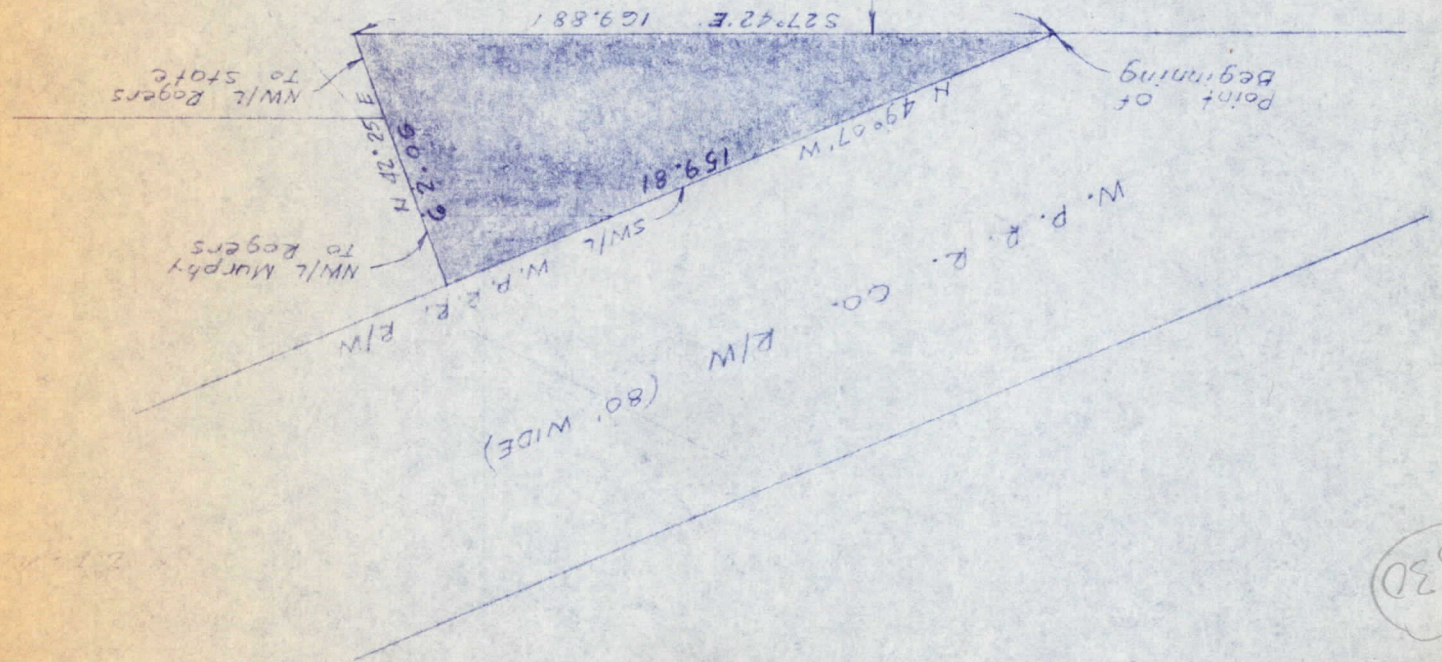
CITY OF AN LEANDRO ENGINEERING DIVISION

BY RHC DATE 2-11-65
 CHKD. BY JH DATE 2-17-65
 Revised 4-2-65 JA
 " 3-3-66 R91E

SUBJECT WASHINGTON AVENUE
WIDENING
(W.P.R.E.)

SHEET NO. _____ OF _____
 JOB NO. _____

630



ACQUIRED

Grant Deed Re 1907 Im 715

DATE Jan 27, 1967

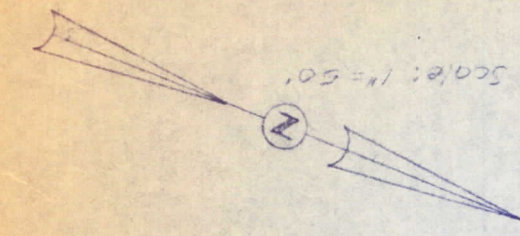
CC# 630

Parcel To Be Acquired
 Area = 4956.61 S.F. ±

LD 65-10
~~65-27~~
 66-12

Plotted B.R.N. 8-22-74

G. Homer Hamlin
 R.C.E. 2054



MICROFILMED

630