

SL/136574

69-29608

RE:2365 IM:910

return to: City of San Leandro
City Hall
San Leandro, California

SL 78A-1

GRANT DEED



HAROLD W. OLIVER and MARCELLA E. OLIVER, his wife, hereby grant to the CITY OF SAN LEANDRO, a municipal corporation, all that land situated in the City of San Leandro, County of Alameda, State of California, described as follows:

A portion of Lot 102, as said lot is shown on the map of the Hemme Tract, filed October 1, 1889, in Book 9 of Maps, page 33, Alameda County Records, described as follows:

PARCEL I: Beginning at the southwestern corner of said Lot 102; thence along the southeastern line of said Lot 102, northeasterly 22.78 feet to a line parallel with the centerline of the Western Pacific Railroad main track, and 133 feet, measured at right angles, northeasterly therefrom; thence along said parallel line northwesterly 62.03 feet to the southwestern line of said Lot 102; thence along said southwestern line of Lot 102, southeasterly 57.72 feet to the point of beginning.

PARCEL IA: Beginning on the southeastern line of Estabrook Street at the northwestern corner of said Lot 102; thence along said southeastern line of Estabrook Street, northeasterly 5.12 feet to a point of cusp with a tangent curve concave to the east and having a radius of 20 feet, said curve connects said southeastern line of Estabrook Street with a line parallel with the centerline of the Western Pacific Railroad main track, and 133 feet, measured at right angles, northeasterly therefrom; thence along the arc of said curve, southwesterly 5.18 feet to its intersection with a non-tangent line, said non-tangent line being the aforementioned southwestern line of Lot 102; thence along said southwestern line, northwesterly 0.67 feet to the point of beginning.

The above described parcels of land contain 659 square feet, more or less.

Dated: March 14, 1969

Harold W. Oliver

Marcella E. Oliver

STATE OF CALIFORNIA)
) ss.
County of Alameda)

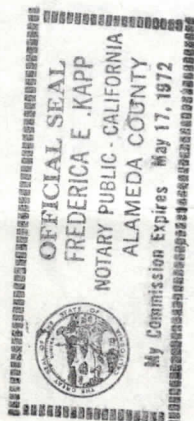
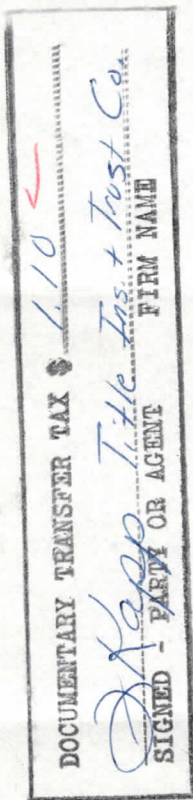
On March 14, 1969, 1969, before me,

Frederica E. Kapp, Notary Public in and for the County of Alameda, State of California, personally appeared HAROLD W. OLIVER and MARCELLA E. OLIVER, his wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.

(Seal)

FREDERICA E. KAPP
My Commission Expires May 17, 1972

Frederica E. Kapp
Notary Public in and for the County of Alameda, State of California



This is to certify that the interest in real property conveyed by this deed or grant dated March 14, 1969, from HAROLD W. OLIVER and MARCELLA E. OLIVER, his wife, 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: March 14, 1969


Richard H. West, City Clerk

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

MAR 18 1969

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

DN

69-29608

GRANT DEED

The CITY OF SAN LEANDRO, a municipal corporation, hereby grants to HAROLD W. OLIVER and MARCELLA E. OLIVER, his wife, all that land situated in the City of San Leandro, County of Alameda, State of California, described as follows:

A portion of Lot 101, as said lot is shown on the map of the Hemme Tract, filed October 1, 1889, in Book 9 of Maps, page 33 Alameda County Records, described as follows:

Commencing at the southeastern corner of said Lot 101; thence along the northeastern line of said Lot 101, northwesterly 57.72 feet to its intersection with a line parallel with the centerline of the Western Pacific Railroad main track, and 133 feet, measured at right angles, northeasterly therefrom, said point of intersection being the Actual Point of Beginning; thence along said parallel line, northwesterly 36.71 feet to a tangent curve concave to the east and having a radius of 20 feet, said curve connects said parallel line with the southeastern line of Estabrook Street; thence along an arc of said curve, northwesterly and northerly 33.76 feet to its intersection with a non-tangent line, said non-tangent line being the said northeastern line of Lot 101; thence along said northeastern line, southeasterly 60.82 feet to the actual point of beginning.

Specifically excepting therefrom and reserving to the City of San Leandro all rights of access to San Leandro Boulevard adjacent to said property.

The above described parcel of land contains 549 square feet, more or less.

Dated:

CITY OF SAN LEANDRO, a municipal corporation

By _____
Mayor

Attest:


City Clerk

VEPERS:

1920

СІЛА ОВ СВА ГЕВІДНО" и министеру

the above described parcel of land contains 240 square feet.

giving access to any browser.
 The reason for this is access to the network port
 is not restricted except for the reason that the user of

bottom of rockmill.
 bottomed into' bottomed into' 20' 25 feet to the bottom
 the and bottomed into' the of for 101' across from and
 section after a bottomed into' and bottomed into' bottom
 side' bottomed into' the bottomed into' 33' 10 feet to the bottom
 section the of bottomed into' across' across from' on the of and
 feet' and side connects and bottomed into' the after the bottom
 a bottomed into' connects to the and and making a length of 30
 across from and bottomed into' bottomed into' 39' 11 feet to
 and bottom of the bottomed into' the bottom of bottomed into'.
 133 feet' across' of the and' bottomed into' across' across'
 section of the bottomed into' bottomed into' and
 21' 15 feet to the bottomed into' after a time bottomed into' and
 across the bottomed into' the of and for 101' bottomed into'
 section of the bottomed into' across of and for 101' across

[illegible]

described as follows:

to the city of San Francisco Council of Veterans' State of California.

NOV 1964

THE CITY OF SAN FRANCISCO, a municipal corporation, hereby agrees to

CHVAL DEED

IN THE CITY COUNCIL OF THE CITY OF SAN LEANDRO

RESOLUTION NO. 69 - 29

RESOLUTION APPROVING AGREEMENT AND AUTHORIZING
EXECUTION OF GRANT DEED
(Oliver)

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

The City Council is familiar with the contents thereof.

The City Manager has recommended execution of said agreement.

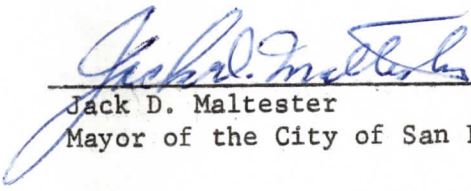
NOW, THEREFORE, the City Council of the City of San Leandro does
RESOLVE as follows:

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

Introduced by Councilman Polvorosa and passed and
adopted this 10th day of February, 1969, by the following called vote:

Members of the Council:

Ayes:	Councilmen Gancos, Kant, Polvorosa, Pomares, Suerstedt; Mayor Maltester	(6)
Noes:	None	(0)
Absent:	Councilman Swift	(1)



Jack D. Maltester
Mayor of the City of San Leandro

Attest:



Richard H. West, City Clerk

2/5/69/nf

In consideration of the sum of \$749.00 paid to the undersigned HAROLD W. OLIVER and MARCELLA E. OLIVER, his wife, owners of the following described Parcels I and IA, agree to exchange said Parcels I and IA free and clear of any liens or encumbrances for the following described Parcel II belonging to the City of San Leandro or being acquired by the City of San Leandro, free and clear of any liens or encumbrances.

Permission is hereby granted to enter upon the land of the undersigned located at 433 Estabrook Street, San Leandro, California for the purpose of conforming existing grounds and to remove the sheds and wood fence along the westerly and southerly sides of Parcel I and accomplishing all necessary incidents thereto.

Further permission is granted during the course of such construction or improvement to enter upon the land adjacent to Parcels I and IA in order to facilitate said construction or improvement during the construction of the extension of San Leandro Boulevard by the City of San Leandro, or its agents.

It is further consented that said work may be performed by the City of San Leandro, or its agents, any time during the impending construction of the extension of San Leandro Boulevard between Castro Street and Washington Avenue.

It is also understood and agreed there will be no driveway access permitted on the said extension of said San Leandro Boulevard.

The three Parcels set forth herein above are described as follows:

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

A portion of Lot 102, as said lot is shown on the map of the Hemme Tract, filed October 1, 1889, in Book 9 of Maps, page 33, Alameda County Records, described as follows:

PARCEL I: Beginning at the southwestern corner of said lot 102; thence along the southeastern line of said lot 102, northeasterly 22.78 feet to a line parallel with the centerline of the Western Pacific Railroad main track, and 133 feet, measured at right angles, northeasterly therefrom; thence along said parallel line northwesterly 62.03 feet to the southwestern line of said lot 102; thence along said southwestern line of lot 102, southeasterly 57.72 feet to the point of beginning.

PARCEL IA: Beginning on the southeastern line of Estabrook Street

at the northwestern corner of said lot 102; thence along said southeastern line of Estabrook Street, northeasterly 5.12 feet to a point of cusp with a tangent curve concave to the east and having a radius of 20 feet, said curve connects said southeastern line of Estabrook Street with a line parallel with the centerline of the Western Pacific Railroad main track, and 133 feet, measured at right angles, northeasterly therefrom; thence along the arc of said curve, southwesterly 5.18 feet to its intersection with a non-tangent line, said non-tangent line being the aforementioned southwestern line of lot 102; thence along said southwestern line, northwesterly 0.67 feet to the point of beginning.

The above described parcels of land contain 659 square feet, more or less.

PARCEL II: A portion of Lot 101, as said lot is shown on the map of the Hemme Tract, filed October 1, 1889, in Book 9 of Maps, page 33 Alameda County Records, described as follows:

Commencing at the southeastern corner of said lot 101; thence along the northeastern line of said lot 101, northwesterly 57.72 feet to its intersection with a line parallel with the centerline of the Western Pacific Railroad main track, and 133 feet, measured at right angles, northeasterly therefrom, said point of intersection being the Actual Point of Beginning; thence along said parallel line, northwesterly 36.71 feet to a tangent curve concave to the east and having a radius of 20 feet, said curve connects said parallel line with the southeastern line of Estabrook Street; thence along an arc of said curve, northwesterly and northerly 33.76 feet to its intersection with a non-tangent line, said non-tangent line being the said northeastern line of lot 101; thence along said northeastern line, southeasterly 60.82 feet to the actual point of beginning.

The above described parcel of land contains 549 square feet, more or less.

Dated this 29th day of January, 1969 at San Leandro, California.

Harold W. Oliver
Harold W. Oliver

The City of San Leandro

Marcella E. Oliver
Marcella E. Oliver

By:

Jack H. Malters

Edith



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

POLICY OF TITLE INSURANCE

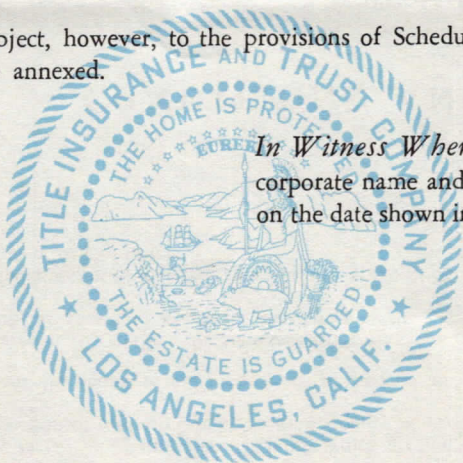
ISSUED BY

Title Insurance and Trust Company

Title Insurance and Trust Company, a California corporation, herein called the Company, for a valuable consideration paid for this policy, the number, the effective date, and amount of which are shown in Schedule A, hereby insures the parties named as Insured in Schedule A, the heirs, devisees, personal representatives of such Insured, or if a corporation, its successors by dissolution, merger or consolidation, against loss or damage not exceeding the amount stated in Schedule A, together with costs, attorneys' fees and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

1. Any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule C, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage in Schedule B or in the Conditions and Stipulations; or
2. Unmarketability of such title; or
3. Any defect in the execution of any mortgage shown in Schedule B securing an indebtedness, the owner of which is named as an Insured in Schedule A, but only insofar as such defect affects the lien or charge of said mortgage upon the estate or interest referred to in this policy; or
4. Priority over said mortgage, at the date hereof, of any lien or encumbrance not shown or referred to in Schedule B, or excluded from coverage in the Conditions and Stipulations, said mortgage being shown in Schedule B in the order of its priority;

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



In Witness Whereof, Title Insurance and Trust Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Title Insurance and Trust Company

by

PRESIDENT

Attest

SECRETARY

SCHEDULE B PART ONE

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

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "land": the land described, specifically or by reference, in Schedule C and improvements affixed thereto which by law constitute real property;

(b) "public records": those records which impart constructive notice of matters relating to said land;

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to the Insured by reason of any public records;

(d) "date": the effective date;

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument; and

(f) "insured": the party or parties named as Insured, and if the owner of the indebtedness secured by a mortgage shown in Schedule B is named as an Insured in Schedule A, the Insured shall include (1) each successor in interest in ownership of such indebtedness, (2) any such owner who acquires the estate or interest referred to in this policy by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, and (3) any federal agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not, subject otherwise to the provisions hereof.

2. BENEFITS AFTER ACQUISITION OF TITLE

If an insured owner of the indebtedness secured by a mortgage described in Schedule B acquires said estate or interest, or any part thereof, by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, or any part thereof, or if a federal agency or instrumentality acquires said estate or interest, or any part thereof, as a consequence of an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by a mortgage covered by this policy, or any part thereof, this policy shall continue in force in favor of such Insured, agency or instrumentality, subject to all of the conditions and stipulations hereof.

3. EXCLUSIONS FROM THE COVERAGE OF THIS POLICY

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

(a) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions, or location of any improvement now or hereafter erected on said land, or prohibiting a separation in ownership or a reduction in the dimensions or area of any lot or parcel of land.

(b) Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records at the date hereof.

(c) Title to any property beyond the lines of the land expressly described in Schedule C, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless this policy specifically provides that such property, rights or easements are insured, except that if the land abuts upon one or more physically open streets or highways this policy insures the ordinary rights of abutting owners for access to one of such streets or highways, unless otherwise excepted or excluded herein.

(d) Defects, liens, encumbrances, adverse claims against the title as insured or other matters (1) created, suffered, assumed or agreed to by the Insured claiming loss or damage; or (2) known to the Insured Claimant either at the date of this policy or at the date such Insured Claimant acquired an estate or interest insured by this policy and not shown by the public records, unless disclosure thereof in writing by the Insured shall have been made to the Company prior to the date of this policy; or (3) resulting in no loss to the Insured Claimant; or (4) attaching or created subsequent to the date hereof.

(e) Loss or damage which would not have been sustained if the Insured were a purchaser or encumbrancer for value with-

out knowledge.

4. DEFENSE AND PROSECUTION OF ACTIONS —NOTICE OF CLAIM TO BE GIVEN BY THE INSURED

(a) The Company, at its own cost and without undue delay shall provide (1) for the defense of the Insured in all litigation consisting of actions or proceedings commenced against the Insured, or defenses, restraining orders, or injunctions interposed against a foreclosure or sale of the mortgage and indebtedness covered by this policy or a sale of the estate or interest in said land; or (2) for such action as may be appropriate to establish the title of the estate or interest or the lien of the mortgage as insured, which litigation or action in any of such events is founded upon an alleged defect, lien or encumbrance insured against by this policy, and may pursue any litigation to final determination in the court of last resort.

(b) In case any such action or proceeding shall be begun, or defense interposed, or in case knowledge shall come to the Insured of any claim of title or interest which is adverse to the title of the estate or interest or lien of the mortgage as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, or if the Insured shall in good faith contract to sell the indebtedness secured by a mortgage covered by this policy, or, if an Insured in good faith leases or contracts to sell, lease or mortgage the same, or if the successful bidder at a foreclosure sale under a mortgage covered by this policy refuses to purchase and in any such event the title to said estate or interest is rejected as unmarketable, the Insured shall notify the Company thereof in writing. If such notice shall not be given to the Company within ten days of the receipt of process or pleadings or if the Insured shall not, in writing, promptly notify the Company of any defect, lien or encumbrance insured against which shall come to the knowledge of the Insured, or if the Insured shall not, in writing, promptly notify the Company of any such rejection by reason of claimed unmarketability of title, then all liability of

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1963

SCHEDULE A

POLICY NO. : SL-136574-1
AMOUNT : \$749.00
PREMIUM : \$50.00
EFFECTIVE DATE: MARCH 18, 1969 AT 9:00 A.M.
PLANT ACCOUNT : SL-78A1, X 102

INSURED

CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION

1. TITLE TO THE ESTATE OR INTEREST COVERED BY THIS POLICY AT THE DATE HEREOF IS VESTED IN:

CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN SCHEDULE C COVERED BY THIS POLICY IS A FEE.

SCHEDULE B

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE BY REASON OF THE FOLLOWING.

PART ONE

ALL MATTERS SET FORTH IN PARAGRAPHS NUMBERED 1 TO 5 INCLUSIVE ON THE INSIDE COVER SHEET OF THIS POLICY UNDER THE HEADING SCHEDULE B PART ONE.

PART TWO

GENERAL AND SPECIAL COUNTY AND CITY TAXES FOR THE FISCAL YEAR 1969-70, A LIEN NOT YET DUE OR PAYABLE.

NOTE:

GENERAL AND SPECIAL COUNTY AND CITY TAXES FOR THE FISCAL YEAR 1968-69
LAND VALUATION : \$1,750.00
IMPROVEMENT VALUATION: \$2,400.00
1ST INSTALLMENT : \$194.83 PAID
2ND INSTALLMENT : \$194.83 PAID
ACCOUNT NO. : 75-79-4-2
CODE AREA NO. : 10003

GENERAL AND SPECIAL COUNTY AND CITY TAXES FOR THE FISCAL YEAR 1968-69
LAND VALUATION : \$1,250.00
IMPROVEMENT VALUATION: \$950.00
1ST INSTALLMENT : \$102.93 PAID
2ND INSTALLMENT : \$102.93 PAID
ACCOUNT NO. : 75-79-18
CODE AREA NO. : 10003

SAID MATTER AFFECTS THIS AND OTHER PROPERTY.

SCHEDULE C

THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

REAL PROPERTY IN THE CITY OF SAN LEANDRO, COUNTY OF ALAMEDA,
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

A PORTION OF LOT 102, AS SAID LOT IS SHOWN ON THE MAP OF THE
HEMME TRACT, FILED OCTOBER 1, 1889, IN BOOK 9 OF MAPS, PAGE
33, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERN CORNER OF SAID LOT 102; THENCE
ALONG THE SOUTHEASTERN LINE OF SAID LOT 102, NORTHEASTERLY
22.78 FEET TO A LINE PARALLEL WITH THE CENTERLINE OF THE WESTERN
PACIFIC RAILROAD MAIN TRACK, AND 133 FEET, MEASURED AT RIGHT
ANGLES, NORTHEASTERLY THEREFROM; THENCE ALONG SAID PARALLEL
LINE NORTHWESTERLY 62.03 FEET TO THE SOUTHWESTERN LINE OF SAID
LOT 102; THENCE ALONG SAID SOUTHWESTERN LINE OF LOT 102, SOUTHEASTERLY
57.72 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

BEGINNING ON THE SOUTHEASTERN LINE OF ESTABROOK STREET AT THE
NORTHWESTERN CORNER OF SAID LOT 102; THENCE ALONG SAID SOUTHEASTERN
LINE OF ESTABROOK STREET, NORTHEASTERLY 5.12 FEET TO A POINT
OF CUSP WITH A TANGENT CURVE CONCAVE TO THE EAST AND HAVING
A RADIUS OF 20 FEET, SAID CURVE CONNECTS SAID SOUTHEASTERN
LINE OF ESTABROOK STREET WITH A LINE PARALLEL WITH THE CENTERLINE
OF THE WESTERN PACIFIC RAILROAD MAIN TRACK, AND 133 FEET, MEASURED
AT RIGHT ANGLES, NORTHEASTERLY THEREFROM; THENCE ALONG THE
ARC OF SAID CURVE, SOUTHWESTERLY 5.18 FEET TO ITS INTERSECTION
WITH A NON-TANGENT LINE, SAID NON-TANGENT LINE BEING THE AFOREMENTIONED
SOUTHWESTERN LINE OF LOT 102; THENCE ALONG SAID SOUTHWESTERN
LINE, NORTHWESTERLY 0.67 FEET TO THE POINT OF BEGINNING.

CITY OF SAN LEAN

INTEROFFICE MEMO

TO City Clerk DATE February 17, 1969

FROM L. E. Riordan, Asst. City Mgr.

SUBJECT Harold W. and Marcella E. Oliver property -- S.L. Blvd. Extension

1 Attached is a copy of a grant deed conveying property from Harold W. and
2 Marcella E. Oliver to the City of San Leandro and a copy of an exchange agreement
3 regarding the property to be conveyed. Please have these signed by the Mayor and
4 returned to this office so they may be sent to the Title Company along with our
5 letter of instructions. Also, please sign the attached certificate of authorization
6 accepting the property on behalf of the City.

7 Thank you.

8 
9 Lee Riordan

10 LER:ed
11 Attach.

OFFICE OF THE
CITY CLERK



CITY OF SAN LEANDRO

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

April 28, 1969

Board of Supervisors
Administration Building
1221 Oak Street
Oakland, California 94612

Gentlemen:

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

Assessed to:	Harold W. and Mercella E. Oliver
Recorded:	March 18, 1969
No:	69-29608
Re:	2365
Im:	910
Legal Description:	Attached

Very truly yours,

Richard H. West
City Clerk

RHW:KK

Enclosure

BY CC DATE 12-11-67

CHKD. BY 283 DATE 12-11-67

HA RKM

SUBJECT JAN LEANDRO BLVD

EXTENSION

O. W. OLIVER (TAKE)

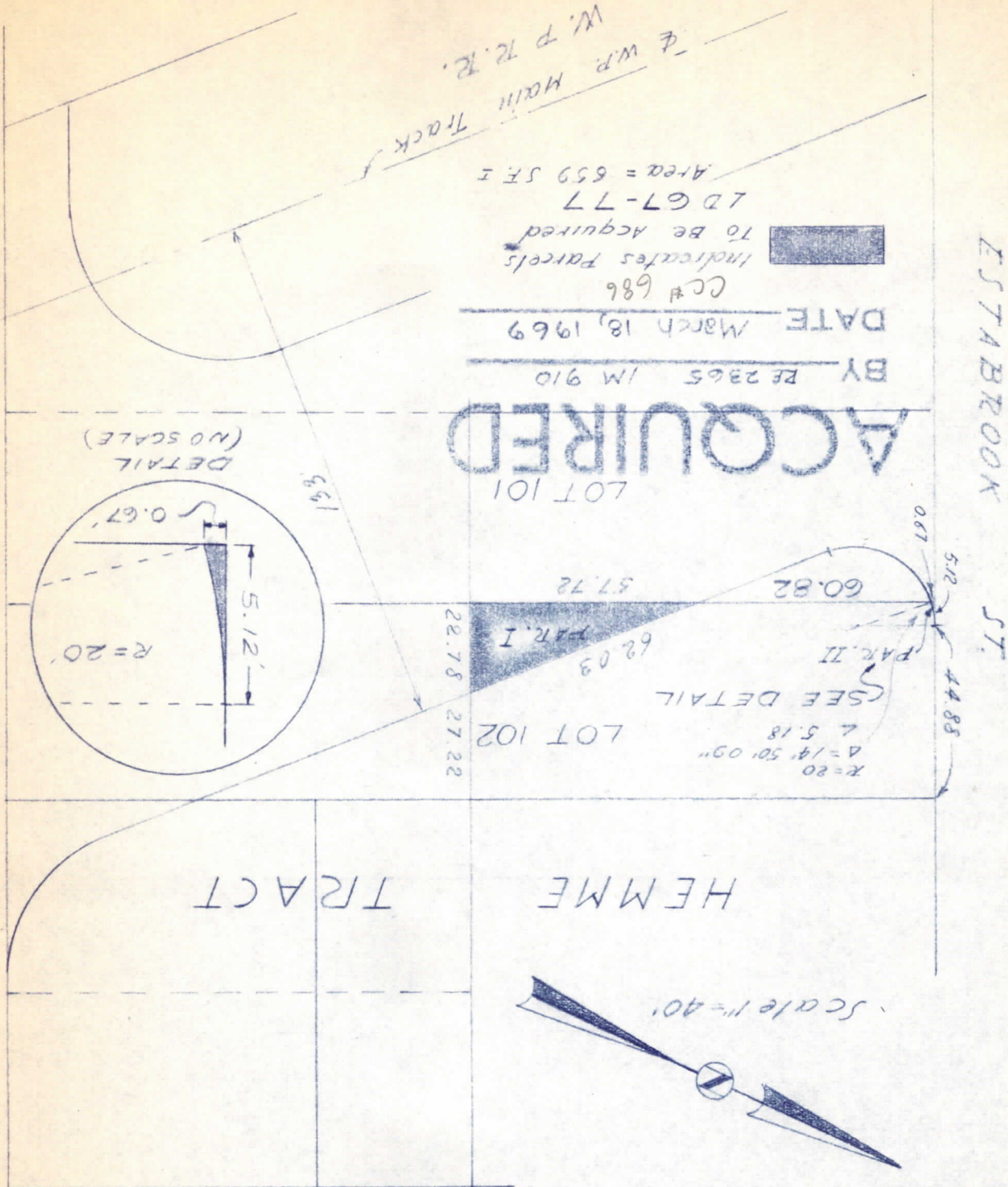
CLARK

45

SHEET NO. _____ OF _____

_____ JOB NO.

PAGE 12



Plotted A.R.D. 8-21-74

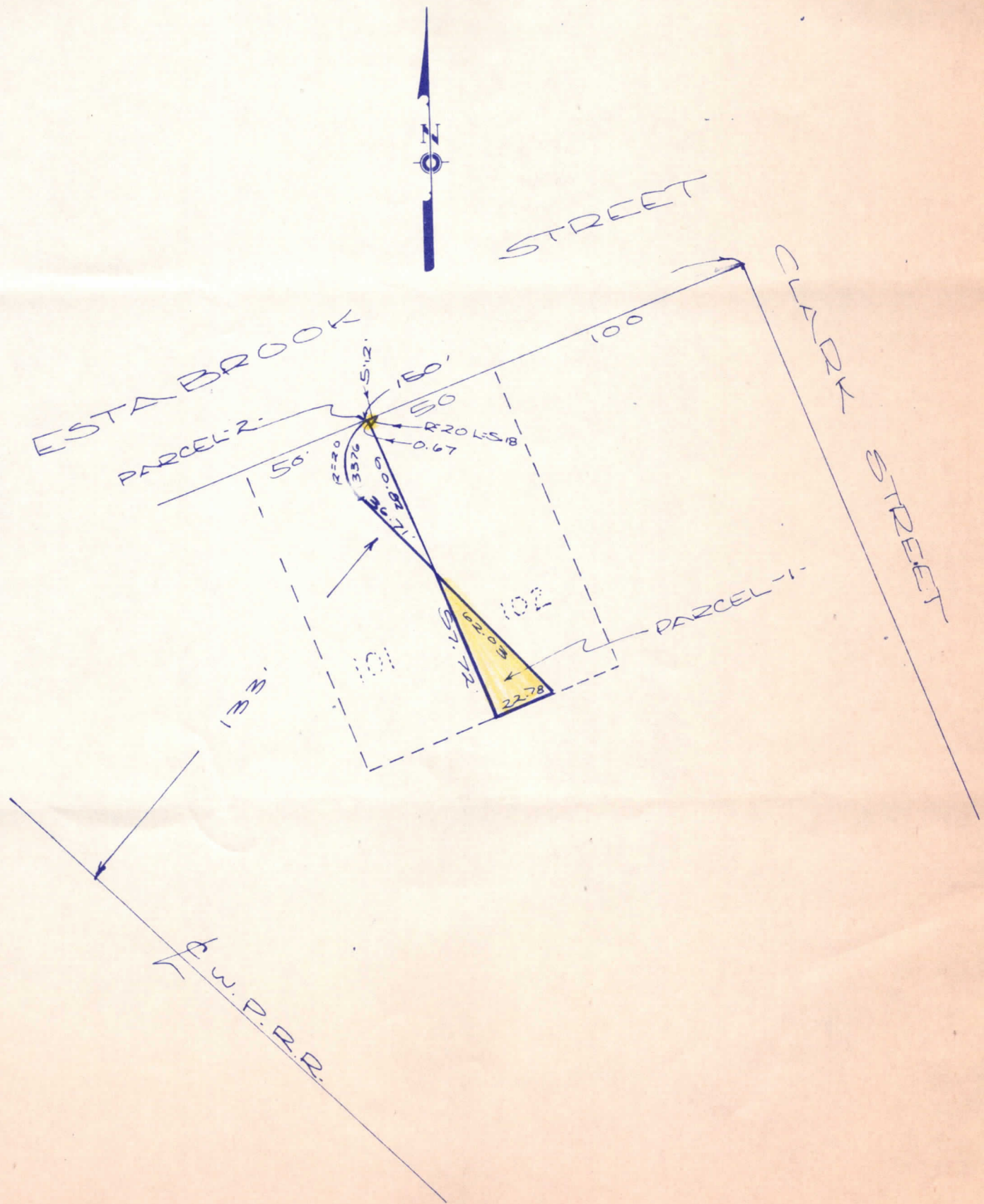
RCE No 7054

CITY ENGINEER

G. HOMER HALLAM

DATE 12-28-67

Dillon & Co.



THIS IS NOT A SURVEY OF THE LAND BUT IS COMPILED FOR INFORMATION ONLY BY THE
TITLE INSURANCE AND TRUST COMPANY FROM DATA SHOWN BY OFFICIAL RECORDS.