

RECORDING REQUESTED B

Title Insurance & Trust Co.

SL/136578 SL81

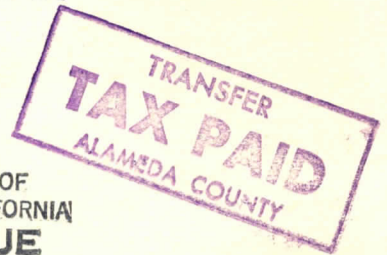
AND WHEN RECORDED MAIL TO

RE:2381 IM:182

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

69-39770

APR 11 1969



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

Name City of San Leandro, City Hall
Street Address 835 East 14th Street
City & State San Leandro, California 94577

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

Name None

DOCUMENTARY TRANSFER TAX \$ 1.65

[Signature] Title Insurance and Trust Company
SIGNED - PARTY OR AGENT FIRM NAME

Grant Deed

AFFIX I.R.S. \$ See ABOVE

TO 405 C (8-67)

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

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

ALFIO FRUZZA, as his separate property
hereby GRANT(S) to

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

A portion of Lot 5, Block D, as said lot and block are shown on the
map of the Cherry Lynn Tract, filed May 3, 1907, in Map Book 22, page
88, Alameda County Records, Described as follows:

Beginning at the southwestern corner of said lot 5; thence along the
southwestern line of said lot, northwesterly 39.09 feet to its
intersection with a line parallel with the northeastern line of the
Western Pacific Railroad right of way, and 100 feet, measured at
right angles, northeasterly therefrom; thence along said parallel
line, southeasterly 42.00 feet to its intersection with the south-
eastern line of said lot; thence along said southeastern line of lot
5, southwesterly 15.38 feet to the point of beginning.

The above described parcel of land contains 301 square feet, more
or less.

Dated April 9, 1969

[Signature]
Alfio Fruzza

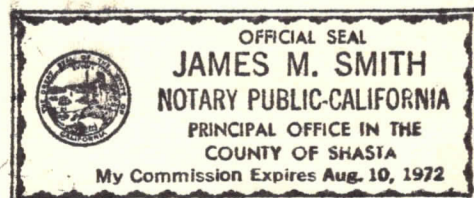
STATE OF CALIFORNIA }
COUNTY OF Shasta } ss.

On April 9, 1969 before me, the under-
signed, a Notary Public in and for said State, personally appeared
Alfio Fruzza

known to me
to be the person whose name is subscribed to the within
instrument and acknowledged that he executed the same.
WITNESS my hand and official seal.

Signature *[Signature]*

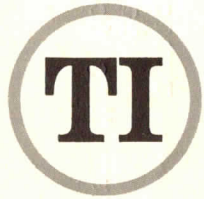
James M. Smith
Name (Typed or Printed)



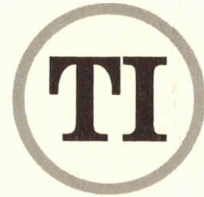
(This area for official notarial seal)

Title Order No. _____ Escrow or Loan No. _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE



GRANT DEED

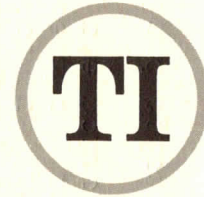


Title Insurance
and
Trust Company

69-39770

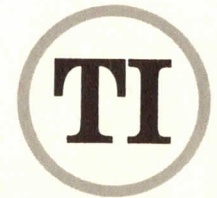
COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL

GRANT DEED



Title Insurance
and
Trust Company

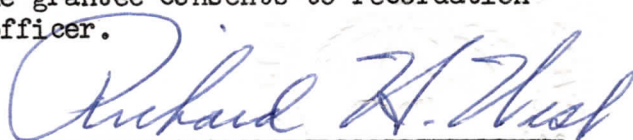
COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL



This is to certify that the interest in real property conveyed by
Deed or Grant, dated April 9, 1969, from
Alfio Fruzza,

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: April 9, 1969


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

RE:2381 IM:183

69-39770

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 HERINAFTER REFERRED
TO AS OPTIONEE, THE OPTION OF BUYING, FOR THE FULL PRICE OF ONE THOUSAND THREE
HUNDRED TEN AND NO/100 (\$ 1,310.00) 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 ONE THOUSAND THREE HUNDRED
AND NO/100 (\$ 1,300.00) 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 WITH 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 24th DAY OF February, 1969.

Alfio Franza

State of California)
County of Alameda) ss

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 _____

Notary Name Typed _____

A portion of Lot 5, Block D, as said lot and block are shown on the map of the Cherry Lynn Tract, filed May 3, 1907, in Map Book 22, page 88, Alameda County Records, described as follows:

Beginning at the southwestern corner of said lot 5; thence along the southwestern line of said lot, northwesterly 39.09 feet to its intersection with a line parallel with the northeastern line of the Western Pacific Railroad right of way, and 100 feet, measured at right angles, northeasterly therefrom; thence along said parallel line, southeasterly 42.00 feet to its intersection with the southeastern line of said lot; thence along said southeastern line of lot 5, southwesterly 15.38 feet to the point of beginning.

The above described parcel of land contains 301 square feet, more or less.

Permission is granted during the course of construction or improvement to enter upon the land adjacent to the above described parcel 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.



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

POLICY OF TITLE INSURANCE

ISSUED BY

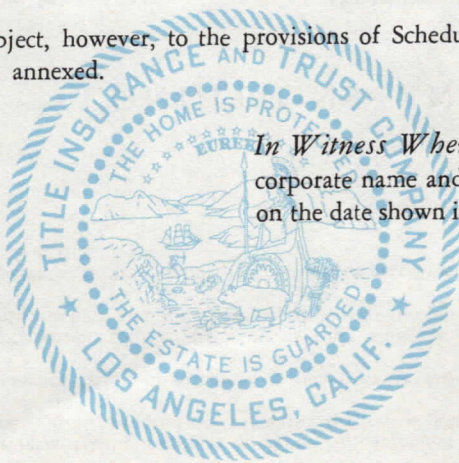
Title Insurance and Trust Company

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;

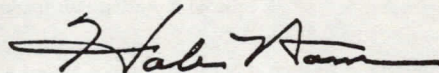
all subject, however, to the provisions of Schedules A, B and C and to the Conditions and Stipulations hereto annexed.

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.



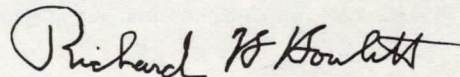
Title Insurance and Trust Company

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-136578
AMOUNT : \$1,310.00
PREMIUM : \$55.00
EFFECTIVE DATE: APRIL 11, 1969, AT 9:00 A.M.
PLANT ACCOUNT : SL-81D, 5

INSURED

THE 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:

THE 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

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:

A PORTION OF LOT 5, BLOCK D, AS SAID LOT AND BLOCK ARE SHOWN
ON THE MAP OF THE CHERRY LYNN TRACT, FILED MAY 3, 1907, IN
MAP BOOK 22, PAGE 88, ALAMEDA COUNTY RECORDS, DESCRIBED AS
FOLLOWS:

BEGINNING AT THE SOUTHWESTERN CORNER OF SAID LOT 5; THENCE
ALONG THE SOUTHWESTERN LINE OF SAID LOT, NORTHWESTERLY 39.09
FEET TO ITS INTERSECTION WITH A LINE PARALLEL WITH THE NORTHEASTERN
LINE OF THE WESTERN PACIFIC RAILROAD RIGHT OF WAY, AND 100
FEET, MEASURED AT RIGHT ANGLES, NORTHEASTERLY THEREFROM; THENCE
ALONG SAID PARALLEL LINE, SOUTHEASTERLY 42.00 FEET TO ITS INTERSECTION
WITH THE SOUTHEASTERN LINE OF SAID LOT; THENCE ALONG SAID SOUTHEASTERN
LINE OF LOT 5, SOUTHWESTERLY 15.38 FEET TO THE POINT OF BEGINNING.

OFFICE OF THE
CITY CLERK



CITY OF SAN LEANDRO

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

April 28, 1969

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 Alfio Fruzza
recorded in the Official Records of the County of Alameda under the
County Recorder's Serial No. 69-39770, RE: 2381 IM: 182
on April 11, 1969.

It is requested that your Honorable Board will:

1. () Cancel taxes on the above property.
2. () Accept the attached Check No. _____ made by _____ in the amount of \$ _____, to cover the accrued current real property taxes to the above date of recordation (included in the check amount is any current personal property taxes which are secured by a lien on the real property) and cancel the current lien from that date on as provided in Section 4986 of the Revenue and Taxation Code.
3. (x) 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 \$ 4.18.

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

Very truly yours,

Richard H. West, City Clerk

RHW/kk
Enc.

CITY OF SAN LEANDRO

687-8

INTEROFFICE MEMO

TO City Clerk DATE April 24, 1969

FROM L. E. Riordan, Assistant City Manager

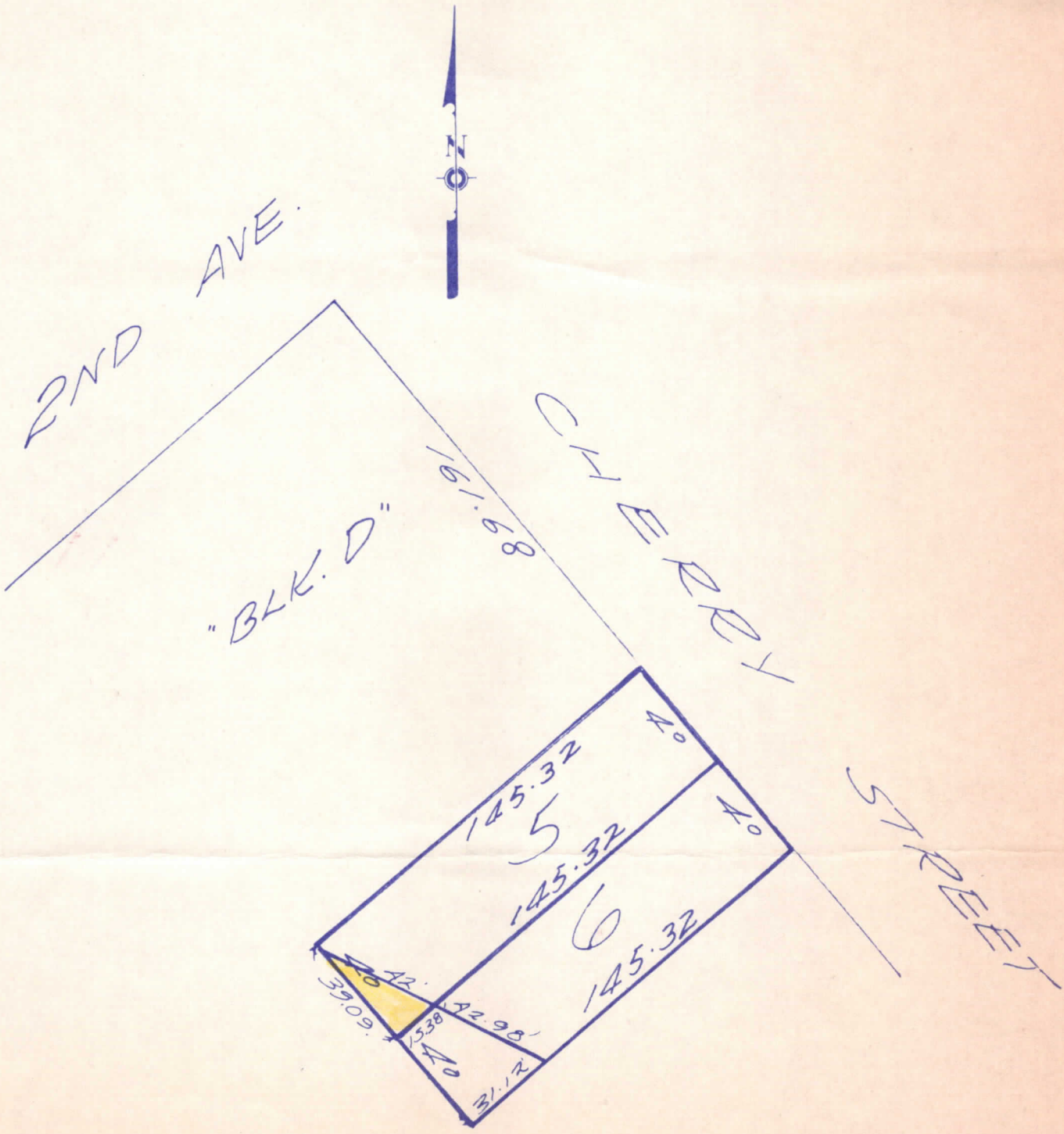
SUBJECT Deed - San Leandro Blvd. Extension (Fruzza)

1 Attached is the deed for the property acquired from Alfio Fruzza (Title
2 Insurance and Trust Co., escrow #136578). This property was acquired for the extension
3 of San Leandro Blvd. and was recorded with title vested in the City on April 11, 1969.
4 This is for your permanent file.

5 *L. Riordan*
Lee Riordan *LR*

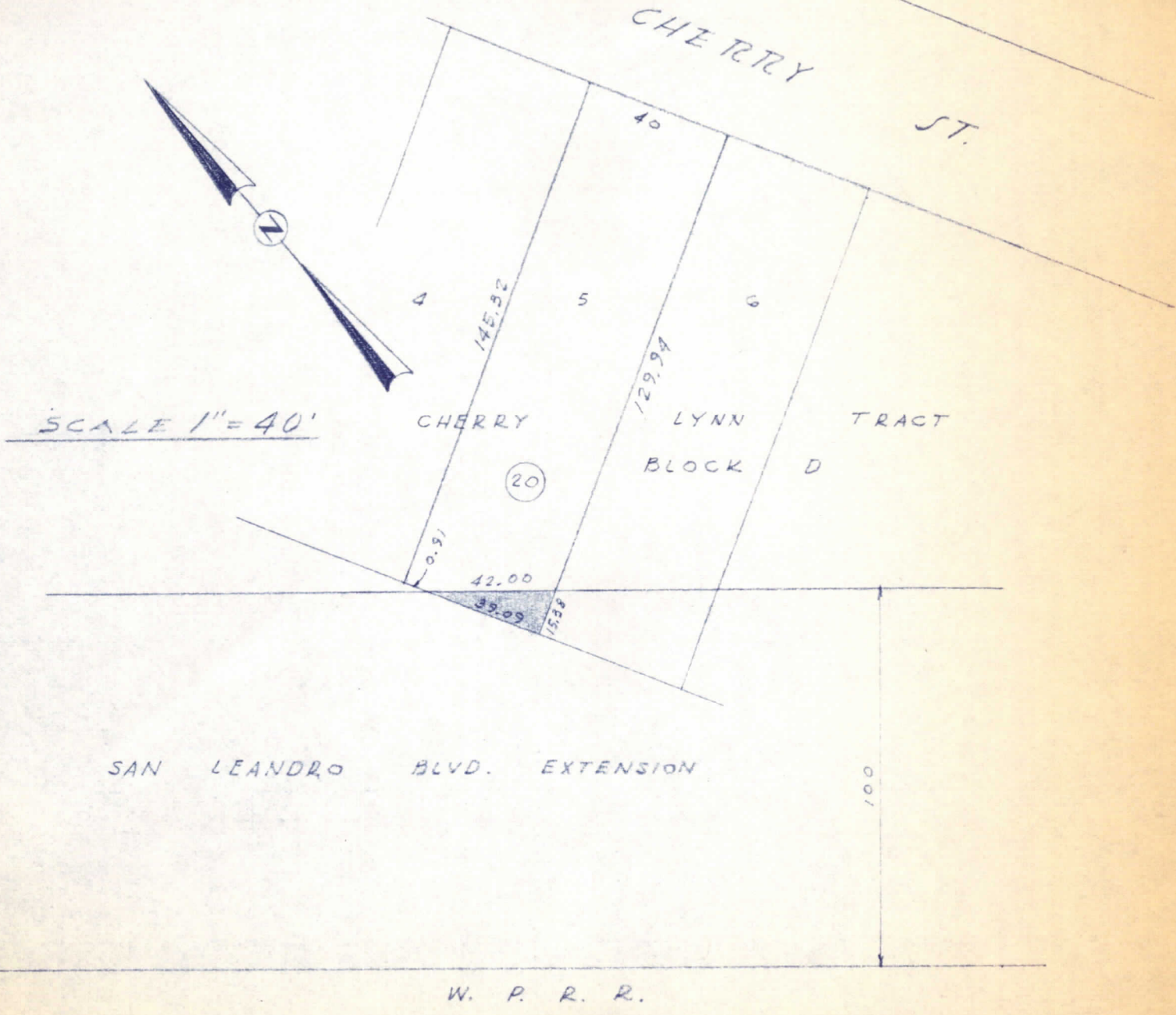
6 LER:ed
7 Attach.
8 cc: Public Works Dept. (LD 67-36)
Com. Dev. Office

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CITY OF SAN LEANDRO ENGINEERING DIVISION

BY GG DATE MAY 1967 SUBJECT SAN LEANDRO BLVD. EXTENSION SHEET NO. _____ OF _____
 CHKD. BY RVE DATE 7-20-67 A. TRUZZA PARCEL JOB NO. _____
 _____ PARCEL 20



INDICATES PARCEL
 TO BE ACQUIRED
 LD 67-36
 AREA = 301 SF ±

11-14-67
 DATE

RH Ward
 R. H. WARD
 ACTING CITY ENGINEER
 RCE 8375