

RECORDING REQUESTED BY

TI SL/136584
SL 78

AND WHEN RECORDED MAIL TO

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

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

APR 8 1969

69-38011

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



MAIL TAX STATEMENTS TO

Name
None

DOCUMENTARY TRANSFER TAX \$ 2.75

SIGNED

Casty Santos
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,

CASTY SANTOS, a widow,

hereby GRANT(S) to

CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION

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

Beginning on the northwestern line of Marina Blvd. formerly First Avenue, at the southwestern corner of said lot 137; thence along the said northwestern line of Marina Blvd, north 63°21'22" east (north 63° 21' 22" east being taken as the bearing of Marina Blvd. for the purpose of this description) to the northeastern line of said lot 136; thence along said northeastern line of lot 136, northwesterly 10.92 feet; thence south 60°21'22" west 100.14 feet to the southwestern line of said lot 137; thence along said southwestern line of lot 137, southeasterly 5.68 feet to the point of beginning.

The above described parcel of land contains 830 square feet, more or less.

A portion of Lots 136 and 137, as said lots are shown on the map of the Hemme Tract, filed October 1, 1889, in Book 9 of Maps, page 33, Alameda County Records.

Dated April 4, 1969

Casty Santos

STATE OF CALIFORNIA

COUNTY OF Alameda } SS.

On April 4, 1969 before me, the undersigned, a Notary Public in and for said State, personally appeared

Casty Santos

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

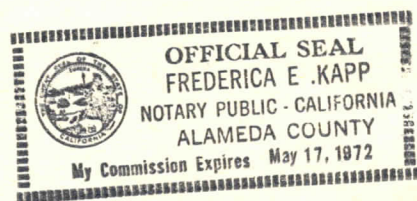
Signature

Frederica E. Kapp

FREDERICA E. KAPP

Name (Typed or Printed)

5-17-72



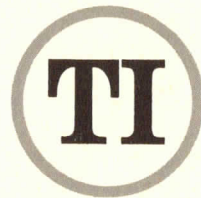
(This area for official notarial seal)

Title Order No. Escrow or Loan No.

MAIL TAX STATEMENTS AS DIRECTED ABOVE



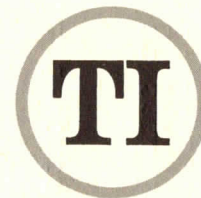
GRANT DEED



Title Insurance
and
Trust Company

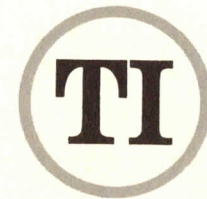
COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL

GRANT DEED



Title Insurance
and
Trust Company

COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL

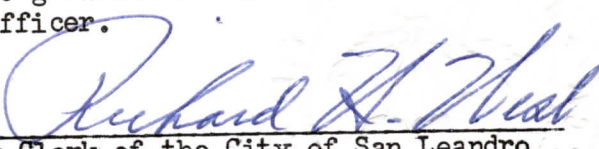


11088-69

This is to certify that the interest in real property conveyed by
Deed or Grant, dated April 4, 1969, from
Casty Santos, a widow,

to the City of San Leandro, a municipal corporation, is hereby
accepted on behalf of the City Council of the City of San Leandro,
pursuant to authority conferred by Resolution of the City Council
adopted on June 19, 1961, and the grantee consents to recordation
thereof by its duly authorized officer.

Dated: April 4, 1969


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

RE-2378 IM-185

69-38011

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 TWO THOUSAND FIVE
HUNDRED AND NO/100----- (\$2,500.00)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 TWO THOUSAND FOUR
NINETY AND NO/100----- (\$ 2,490.00)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 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 5th DAY OF March , 1969 .

Carly Santos

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

My Commission Expires: _____

A portion of Lots 136 and 137, as said lots are 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 on the northwestern line of Marina Boulevard, formerly First Avenue, at the southwestern corner of said lot 137; thence along the said northwestern line of Marina Boulevard, north $63^{\circ} 21' 22''$ east (north $63^{\circ} 21' 22''$ east being taken as the bearing of Marina Boulevard for the purpose of this description) to the northeastern line of said lot 136; thence along said northeastern line of lot 136, northwesterly 10.92 feet; thence south $60^{\circ} 21' 22''$ west 100.14 feet to the southwestern line of said lot 137; thence along said southwestern line of lot 137, southeasterly 5.68 ~~feet~~ to the point of beginning.

The above described parcel of land contains 830 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.



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

POLICY OF TITLE INSURANCE

ISSUED BY

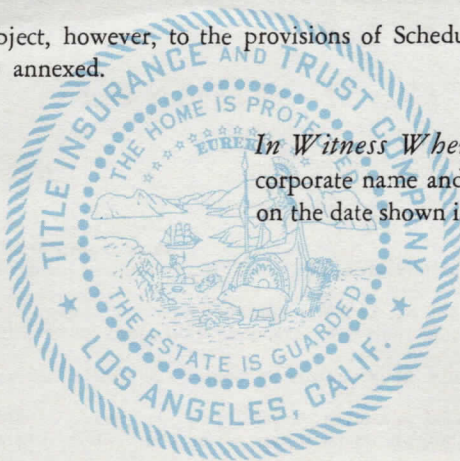
Title Insurance and Trust Company

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-136584
AMOUNT : \$2,500.00
PREMIUM : \$65.00
EFFECTIVE DATE : APRIL 8, 1969 AT 9:00 A.M.
PLANT ACCOUNT : SL-78-A1, 136 AND 137

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

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 ON THE NORTHWESTERN LINE OF MARINA BLVD. FORMERLY
FIRST AVENUE, AT THE SOUTHWESTERN CORNER OF SAID LOT 137; THENCE
ALONG THE SAID NORTHWESTERN LINE OF MARINA BLVD, NORTH 63°
21' 22" EAST, (NORTH 63° 21' 22" EAST BEING TAKEN AS THE BEARING
OF MARINA BLVD. FOR THE PURPOSE OF THIS DESCRIPTION), TO THE
NORTHEASTERN LINE OF SAID LOT 136; THENCE ALONG SAID NORTHEASTERN
LINE OF LOT 136, NORTHWESTERLY 10.92 FEET; THENCE SOUTH 60°
21' 22" WEST 100.14 FEET TO THE SOUTHWESTERN LINE OF SAID LOT
137; THENCE ALONG SAID SOUTHWESTERN LINE OF LOT 137, SOUTHEASTERLY
5.68 FEET TO THE POINT OF BEGINNING.

A PORTION OF LOTS 136 AND 137, AS SAID LOTS ARE SHOWN ON THE
MAP OF THE HEMME TRACT, FILED OCTOBER 1, 1889, IN BOOK 9 OF
MAPS, PAGE 33, ALAMEDA COUNTY RECORDS.

OFFICE OF THE
CITY CLERK



CITY OF SAN LEANDRO

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

April 21, 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:

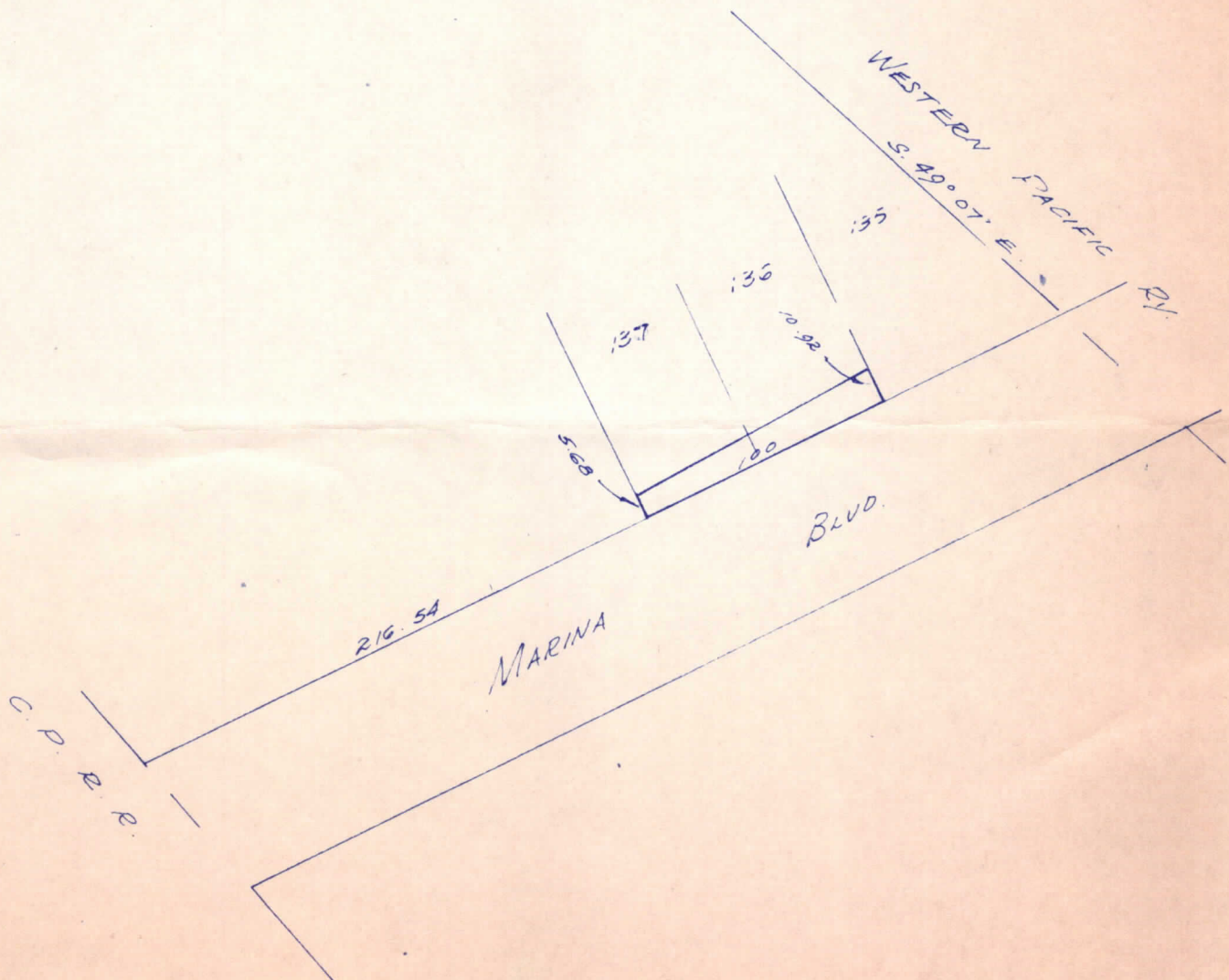
Assessed to:	Casty Santos
Recorded:	April 8, 1969
No:	69-38011
Re:	2378
Im:	184
Legal Description:	Attached

Very truly yours,

Richard H. West
City Clerk

RHW:KK

Enclosure



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.