Return Deed to
City Managers Office
City Hall, San Leandro,
California, 94577

ALTSA-1

12136576

TAX

TRANSFER

69- 73903

TAX PAID
ALAMEDA COUNTY

DEED

SPARTACO CECCHETTI and ROMILDA CECCHETTI, his wife, hereby grant to the CITY OF SAN LEANDRO, a municipal corporation, all that land situate in the City of San Leandro, County of Alameda, State of California, described as follows:

A portion of Lot 130, 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 on the northwestern line of Marina Boulevard at the southwestern corner of said lot 130; thence along the southwestern line of said lot 130, northwesterly 50.94 feet to 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, southeasterly 27.49 feet to a tangent curve concave to the north, having a radius of 40 feet and a central angle of 68° 31' 55"; thence along said curve, southeasterly, easterly, and northeasterly 47.35 feet to a tangent line, said tangent line being the aforementioned northwestern line of Marina Boulevard; thence along said northwestern line of Marina Boulevard, southwesterly 47.35 feet to the point of beginning.

The above described parcel of land contains 646 square feet, more or less.

Dated: June 27, 1969

Spartaco Cecchetti

Romilda Cecchetti

STATE OF CALIFORNIA

SS.

COUNTY OF ALAMEDA

On June 27, 1969, 1969, before me, Hederica & Kapp

a notary public in and for the County of Alameda, State of California, personally appeared SPARTACO CECCHETTI and ROMILDA CECCHETTI, 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)

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 June 227, 1969 , from SPARTACO CECCHETTI and ROMILDA CECCHETTI, 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: June 27, 1969

Richard H. West, City Clerk

69- 73903

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

JUL 1 - 1969

OFFICIAL RECORDS OF VALAMEDA COUNTY, CALIFORNIA JACK G. BLUE

DH.

#### DEED

The CITY OF SAN LEANDRO, a municipal corporation, hereby grants to SPARTACO CECCHETTI and ROMILDA CECCHETTI, his wife, all that land situate in the City of San Leandro, County of Alameda, State of California, described as follows:

A portion of Lot 131, 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 northeastern corner of said lot 131; thence along the northeastern line of lot 131, southeasterly 69.05 feet to its intersection with a line parallel with the center-line of the Western Pacific Railroad main track, and 133 feet, measured at right angles, northeasterly therefrom; thence along said parallel line, northwesterly 74.20 feet to the northwestern line of said lot 131; thence along said northwestern line f lot 131, northeasterly 27.25 feet to the point of beginning.

The above described parcel of land contains 940 square feet, more or less.

Daced:

CITY OF SAN LEANDRO, a municipal

By Hole Maltertis

Attest:

City Clerk

STATE OF CALIFORNIA

May 20

SS.

COUNTY OF ALAMEDA

On

, 1969, before me,

Richard H. West , a Notary Public in and for the County of Alameda, State of California, personally appeared Jack D. Maltester, known to me to be the Mayor of the City of San Leandro and to be the person who executed the within instrument on behalf of the municipal corporation therein named and acknowledged to me that such municipal corporation executed the same.

RICHARD H. WEST
NOTARY PUBLIC-CALIFORNIA
COUNTY OF ALAMEDA
My Commission Expires Dec. 8, 1972

Notary Public in and for said County and State

## DEED

The CITY OF SAN LEANDRO, a municipal corporation, bereby grants to SPARTACO CECCHETTI and RUMILDA CLCCHETTI, his wife, all that land situate in the City of San Leandro, County of Alameda, State of California, described as follows:

A portion of Lot 131, as said let is shown on the map of the Hemme Tract, filed October 1, 1389, in Book 9 of Mays, page 33, Alemada County Records, described as follows:

Reginning at the northernstern corner of said for 131; thence along the northernstern line of Tat 131, southcasterly 69.05 feat to its intersection with a line parallel with the center-in line of the Western Pacific Railroad main track, and 133 feet, measured at right angles, northesterly therefrom; thence along said parallel line, northwesterly 74.20 feet to the northwestern line of said lot 131; thence along said northwestern line f let 134, northeasterly 27.25 feet to the point of beginning.

The above described percel of land contains 940 square feet, more or less.

Dated:

CITY OF MAN LEANDRO, a musicipal

y Hall Mayor Mayor

Attest

STATE OF CALIFORNIA

City Clerk

COUNTY OF ALAMEDA

38.

On May 20

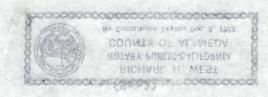
, 1969, before me,

Richard H. West

.... a Metery Public in and for

the County of Alameds, State of California, personally appeared Jack D. Haltester, known to me to be the Mayor of the City of San Leandro and to be the person who executed the within instrument on behalf of the municipal corporation therein named and acknowledged to me that

such sunicipal corporation executed the same.



Motary Public in and and State

said County



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

Preside Preside

Prichard Howlith

SECRETA

## SCHEDULE B PART ONE

- 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 guaranter 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.

# 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 pur-chase and in any such event the title to said estate or interest is rejected as un-marketable, 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

P 6

POLICY NO. 8 SL-136576-1 AMOUNT 8 \$2,111.00 PREMIUM 8 \$65.00

EFFECTIVE DATE: JULY 1, 1969 AT 9:00 A.M.
PLANT ACCOUNT: SL-78A-1, X130 AND X131

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 8

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

A PORTION OF LOT 130, 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 ON THE NORTHWESTERN LINE OF MARINA BOULEVARD AT THE SOUTHWESTERN CORNER OF SAID LOT 130%, NORTHWESTERLY 50.094
FEET SOUTHWESTERN LINE OF SAID LOT 130% NORTHWESTERLY 50.094
FEET TO 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, SOUTHEASTERLY 27.49 FEET TO A TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 40 FEET AND A CENTRAL ANGLE OF 68° 31' 55"% THENCE ALONG SAID CURVE, SOUTHEASTERLY, EASTERLY, AND NORTHEASTERLY 47.35 FEET TO A TANGENT LINE, SAID TANGENT LINE BEING THE AFOREMENTIONED NORTHWESTERN LINE OF MARINA BOULEVARD; THENCE ALONG SAID NORTHWESTERN LINE OF MARINA BOULEVARD; SOUTHWESTERLY 47.35 FEET TO THE POINT OF BEGINNING.

CLTA Form 107.8 (4-10-69) (5-69) ALTA or Standard Coverage

### INDORSEMENT

Attached to Policy No. SL=136576-1

Issued By

Title Insurance and Trust Company

The following exclusion from coverage under this policy is added to Paragraph 3 of the Conditions and Stipulations:

"Consumer credit protection, truth in lending or similar law."

The total liability of the Company under said policy and any indorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the conditions and stipulations thereof of pay.

This indorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.



Title Insurance and Trust Company

Richard H Howlett

BY



Approved as to Form RICHARD J. MOORE, County Counsel

By	Deput	ty

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

On motion of Supervisor	, Second	ed by Supervisor		,
and approved by the following vote,				
Ayes: Supervisors				
Noes: Supervisors				
Excused or Absent: Supervisors				
THE FOLLOWING RESOLUTION WAS ADOPTED:	CANCEL	TAXES	NUMBER	132644

City of San Leandro WHEREAS, certain real property situate in the of Alameda, State of California, and more particularly described under the following account number(s):

CITY ATTORNEY'S OFFICE

75-79-3 WOP (1969-70)

FEB 5 - 1970

CITY OF SAN LEANDRO

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

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

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

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by this Board of Supervisors, with the written consent of the County Counsel of the County of Alameda, and with the written consent of the City Attorney of the City of San Leandro,

that the County Auditor be and he is hereby ordered and directed to cancel any and all uncollected taxes or assessments and penalties or costs thereon, now a lien upon the above described parcel(s) of real property; provided, however, that this resolution and order shall not be construed as making or authorizing the cancellation of any taxes or assessments or penalties or costs thereon, charged or levied on any possessory interest in or to said parcel(s) of real property, or any special assessment levied on said parcel(s) of real property; and

BE IT FURTHER RESOLVED AND ORDERED that if said parcel(s) of real property has / new been sold to the State for nonpayment of any of said taxes, and a certificate of sale or deed therefor has been issued to the State, and the State has not disposed of the property so sold, the County Auditor be and he is hereby ordered and directed to cancel the certificate of sale or deed so issued; and

BE IT FURTHER RESOLVED that pursuant to the provisions of Sections 134, 2921.5 and 4986 of the Revenue and Taxation Code, the Auditor is hereby authorized and directed to transfer uncollected taxes and penalties thereon from the "Secured Roll" to the "Unsecured Roll".

## CONSENT OF THE COUNTY COUNSEL OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA

The County Counsel of the County of Alameda, State of California, hereby consents to the cancellation of all uncollected county taxes or assessments and penalties or costs thereon, charged or levied and now a lien upon the real property hereinabove described, and as shown on that/those certain deed(s) duly recorded in the office of the Recorder of Alameda County.

I CERTIFY THAT THE FOREGOING IS A COR-
RECT COPY OF A RESOLUTION ADOPTED BY
THE BOARD OF SUPERVISORS ALAMEDA
COUNTY, CALIFORNIA FEB 3 1970
FEB 3 1970
ATTEST:

JACK K. POOL, CLERK OF THE BOARD OF SUPERVISORS

P. Brouillette

RICHARD J. MOORE

County Counsel for the County of Alameda, State of California

T. J. FEUNOME

Deputy County Counsel for the County of Alameda, State of California

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

	RESOLUTION WAS	ABOPTED C A	NCFT	TAXES	TOWN. 8-8
					400044
	Supervisors				
Nogs: Supervisors					
and approved by the	following vote,				
On motion of Super-	(eot				

FEB 2 - 1870

CITY ATTORNEY'S OFFICE

CITY OF SAN LEANDRO

now subject to a tien for uncollected taxes or assessmepts and penalties or costs thereon; and

the cancellation of said uncollected taxes and assessments and penalties and costs theraon now a lieu

the city asterney of the tay of the analys MOVE, LINERESTORE, DE IT RESOLVED AND ORDERED by This Board of Supervisors, with th

or assessment: and penalties or costs there m, now a lien upon the above described parcel(s) of real property; provided, however, that this resolution and order shall not be construed as making or authorizing the cancellation of any taxes or assessments or penalties or costs thereon, charged or levied on that the County Auditor be and he is hereby ord red and directed to cancel any and all uncollected taxes

issued to the State, and the State has not dispused of the property so sold, the County Auditor be and he sold to the State for numpayment of any of said taxes, and a continuate of sale or deed therefor has been BE IT FURTHER RESOLVED AND ORDERED that if said parcel(s) of real property has the coen

BEIT FURTHER RESOLVED that pursuant to the provisions of Sections 134, 2921 5 and 4986 of the Revenue and Taration Code, the Anditor is at reby authorized and directed to transfer uncollected taxes

and now a tien upon the real property hereinabous described, and as shown on that/intercentem desd(s) tilly recorded in the office of the Proceder of Alameda County.

RECT COPY OF A RESCLUTION ADOPTED BY I CERTIEY THAT THE FOREGOING IS A COR-

COUNTY, CALIFORNIA FEB 8 1970 FEB 3 1970 THE BOARD OF SUPERVISORS ALAMEDA

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

COUNTY OF ALAMEDA, STATE OF CALIFORNIA

The City Attorney of the City of San Leandro, County of Alameda, State of California, hereby consents to the cancellation of all uncollected dity taxes or assessments and penalties or costs thereon, charged or levied and now a lien upon the real property hereinabove described, and as shown on that certain deed duly recorded in the office of the Recorder of Alameda County.

City Attorney for the City of San Leandro, County of Alameda, State of California

By JAMES M. MC SHARRY
Assistant City Attorney for the City of
San Leandro, County of Alameda, State of
California

COURSE OF ALABEMA, SPACE OF THE OFFE OF CALLEGATION

The City Attorney at the Olfy billen beendro, Journy of Algeride, State of California, boyoly consents he the concellation of all misclisoted dity waves or assessments and penalties or costs characa, characa or levied one now a lieu upon the real property hereinabove deteribed, and as shows as that certain deed day recorded in the office of the Recorder of Alegada County.

City Attorney for the City of San Leandro, County of Slameda, State of California

Assistant City Attances for the City of Sen Leamiro, Chanty of Alemeda, State of Collifornia

# CITY OF SAN LEANDR

### INTEROFFICE MEMO

L. E. Riordan, Assistant City Manager  Deed Cecchetti S.L. Blvd. Extension  Attached is the deed for the property acquired from Spartaco and R  Cecchetti. This property was acquired for the extension of San Leandro Bo  and was recorded with title vested in the City on July 1, 1969.  This is for your permanent file.  LER:ed  Attach.  cc: Public Works Dept. (LD 67-24, 67-25)  Com. Dev. Office	
Attached is the deed for the property acquired from Spartaco and R  Cecchetti. This property was acquired for the extension of San Leandro Bo  and was recorded with title vested in the City on July 1, 1969.  This is for your permanent file.  LER:ed  Attach.  cc: Public Works Dept. (LD 67-24, 67-25)  Com. Dev. Office	
2 Cecchetti. This property was acquired for the extension of San Leandro Bo 3 and was recorded with title vested in the City on July 1, 1969.  4 This is for your permanent file.  5 Let Riordan  6 Let Let Riordan  6 Cec: Public Works Dept. (LD 67-24, 67-25)  8 Com. Dev. Office	
and was recorded with title vested in the City on July 1, 1969.  This is for your permanent file.  LER:ed Attach. cc: Public Works Dept. (LD 67-24, 67-25) Com. Dev. Office	omelda
This is for your permanent file.  Charles  L. E. Riordan  L. E. Riordan  L. E. Riordan  C: Public Works Dept. (LD 67-24, 67-25)  Com. Dev. Office	ulevard,
LER:ed Attach. cc: Public Works Dept. (LD 67-24, 67-25) Com. Dev. Office	
L. E. Riordan  LER:ed  Attach.  cc: Public Works Dept. (LD 67-24, 67-25)  Com. Dev. Office  9	
LER:ed Attach. cc: Public Works Dept. (LD 67-24, 67-25) Com. Dev. Office	$\sim$
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Return to City of San Leandro
City Manager 'fice
City Hall, San Leandro,
California, San Leandro,
California, San Leandro

SL 136576

IN THE CITY COUNCIL OF THE CITY OF SAN LEANDRO

RESOLUTION NO. 69 - 87

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

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

The City Council is familiar with the contents thereof.

The City Manager has recommended the 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 and directed to execute said agreement and deed on behalf of this City.

Introduced by Councilman Polvorosa and passed and adopted this 19th day of May, 1969, by the following called vote:

Members of the Council:

Ayes: Councilmen Gancos, Kant, Polvorosa, Pomares, Suerstedt, Woods;
Mayor Maltester (7)

Noes: None (0)

Absent: None (0)

Jack D. Maltester

Mayor of the City of San Leandro

Attest: Richard H. West; City Clerk

5/7/69/nf

In consideration of the sum of \$2,111.00 paid to the undersigned SPARACO CECCHETTI and ROMILDA CECCHETTI, his wife, owners of the following described Parcel I, agree to exchange said Parcel I 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 2185 Clarke Street, San Leandro, California for the purpose of conforming existing grounds and to remove the garage and fences.

Further permission is granted during the course of such construction or improvement to enter upon the land adjacent to Parcel I 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 two 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:

## PARCEL I:

A portion of Lot 130, 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 on the northwestern line of Marina Boulevard at the southwestern corner of said lot 130: thence along the southwestern line of said lot 130, northwesterly 50.94 feet to 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, southeasterly 27.49 feet to a tangent curve concave to the north, having a radius of 40 feet and a central angle of 68° 31' 55"; thence along said curve, southeasterly, easterly, and northeasterly 47.35 feet to a tangent line, said tangent line being the aforementioned northwestern line of Marina Boulevard; thence along said northwestern line of Marina Boulevard, southwesterly 47.35 feet to the point of beginning.

The above described parcel of land contains 646 square feet, more or less.

PARCEL II:

A portion of Lot 131, 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 northeastern corner of said lot 131; thence along the northeastern line of lot 131, southeasterly 69.05 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; thence along said parallel line, northwesterly 74.20 feet to the northwestern line of said lot 131; thence along said northwestern line of lot 131, northeasterly 27.25 feet to the point of beginning.

The above described parcel of land contains 940 square feet, more or less.

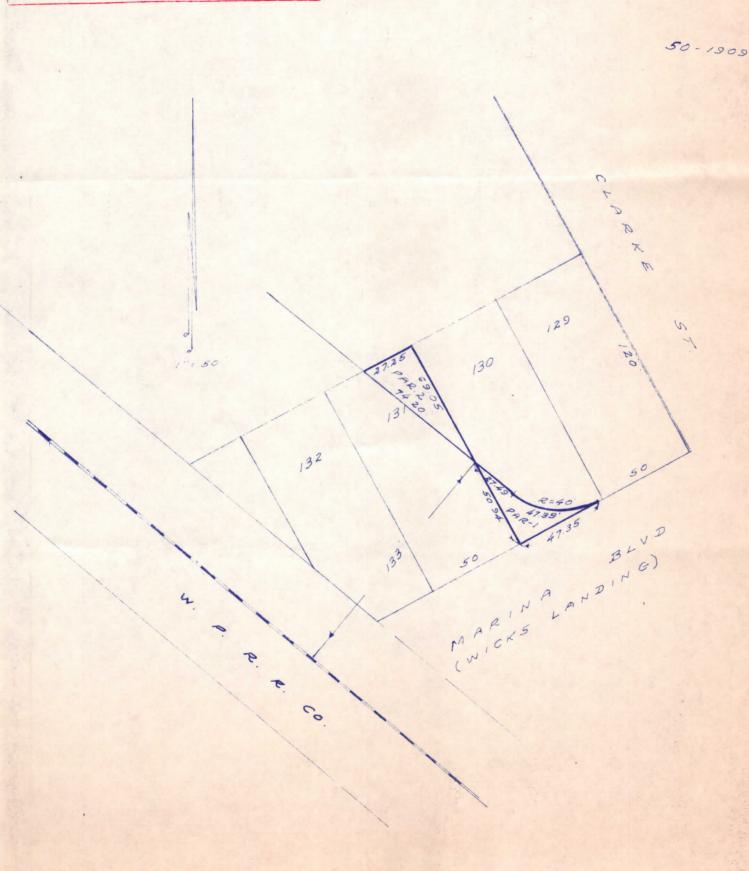
Dated this 29th day of April, 1969 at San Leandro, California.

Spartaco Cecchetti

Spartaco Cecchetti

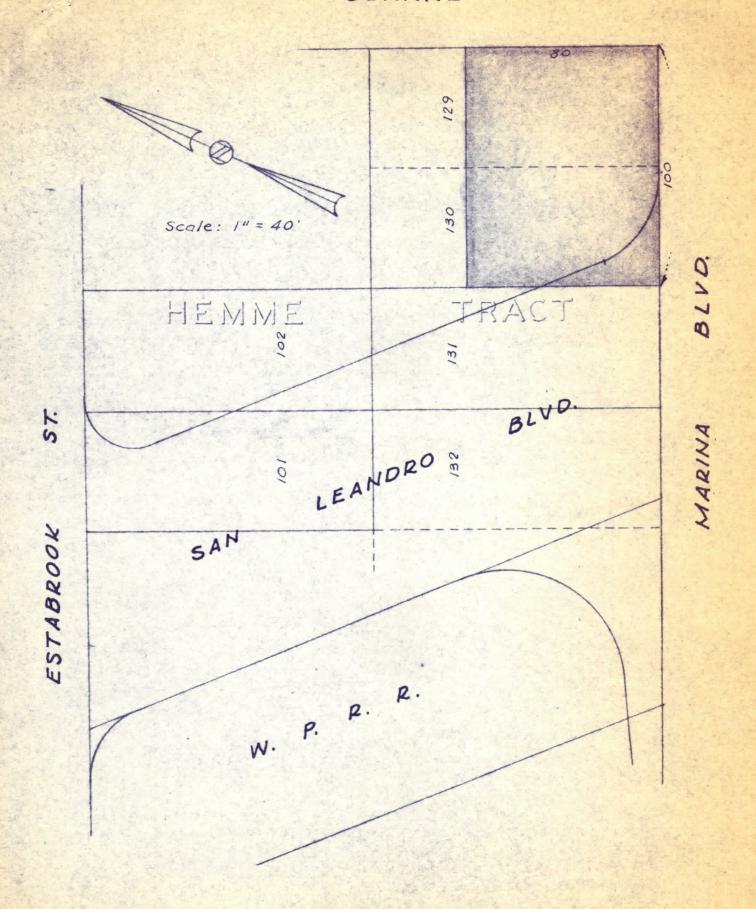
By: Juli Mallester, Mayor

This is not a survey of the land but is compiled for information by the Title Insurance and Trust Company from data shown by the official records.



## CITY OF I LEANDRO ENGINEERING IVISION

BY RGE DATE 5-25-67 SUBJECT SAN LEANDRO BLVD. SHEET NO. OF\_ EXTENSION CHKD. BY RVE DATE 7-18-67 JOB NO.\_ S & R COCHETTI (TAKE) PARCEL CLARKE S T. 129 Scale: 1"= 40' R=40 4=68-31'55 HEMME TRACT L= 47.84 130 N 48.06.43 131 K 5 MARINA 0 0 V 90 Y 5 Indicates Parcel W To Be Acquired LD 67-24 Areq = 646 SF 1 WP Main Line P. R. R. 11-14-67 DATE WARD ENGINEER ACT



MAP SHOWING OWNERSHIP OF CECCHETTI INVOLVED IN ACQUISITION OF LAND FOR THE OPENING OF SAN LEANDRO BOULE-VARD AT AND NEAR MARINA BOULE-VARD IN THE CITY OF SAN LEANDRO, ALAMEDA COUNTY, CALIFORNIA.