

RE:2464 IM:503

Recording requested by

TI SL/155451 Amended  
SL/78A1, 134

69-94830

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

001

AUG 22 1969

When recorded mail to

City Manager's Office-City Hall  
835 East 14th Street  
San Leandro, California,  
94577OFFICIAL RECORDS OF  
ALAMEDA COUNTY, CALIFORNIA  
**JACK G. BLUE**  
COUNTY RECORDER

DH.

Return and mail tax statements to:

None Tax To Be Cancelled

Space above this line  
for Recorder's use

## GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, THE WESTERN PACIFIC RAILROAD COMPANY, a California corporation, Grantor, hereby GRANTS to the CITY OF SAN LEANDRO, a municipal corporation of the State of California, Grantee, all that certain real property situate in the City of San Leandro, County of Alameda, State of California, more particularly described in Exhibit "A", attached hereto and hereby made a part hereof as fully as if herein set forth at length.

EXCEPTING AND RESERVING THEREFROM to Grantor, its successors and assigns forever, all minerals, oil, gas and other hydrocarbon substances below a depth of 500 feet of said real property, without the right of surface entry.

SUBJECT to all covenants, conditions, restrictions and encumbrances of record.

SUBJECT ALSO to the lien of current taxes and assessments.

Dated:

July 10, 1969

THE WESTERN PACIFIC RAILROAD COMPANY

By

M. M. Chas. [Signature]

President

And by

[Signature]

Secretary

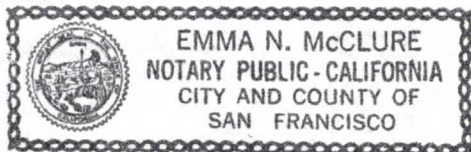
MAIL TAX STATEMENTS AS DIRECTED ABOVE

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

RE:2464 IM:504

On this 10<sup>th</sup> day of July, 1969, before me, EMMA N. McCLURE, a Notary Public in and for the said City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared M. M. CHRISTY and LOGAN PAINE, known to me to be the PRESIDENT and the SECRETARY, respectively, of THE WESTERN PACIFIC RAILROAD COMPANY, the corporation described in and that executed the within instrument, and they acknowledged to me that such corporation executed the same pursuant to its by-laws or a resolution of its Board of Directors.

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



Emma N. McClure  
Notary Public

My Commission expires April 5, 1971.

69- 94830

This is to certify that the interest in real property conveyed by Deed or Grant, dated July 10, 1969, from Western Pacific Railroad Company, a California Corporation to the City of San Leandro, a municipal corporation, is hereby accepted on behalf of the City Council of the City of San Leandro, pursuant to authority conferred by Resolution of the City Council adopted on June 19, 1961, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: July 10, 1969

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

69- 94830

. . . REAL PROPERTY in the City of San Leandro, County of Alameda, State of California, described as follows:

Beginning on the northwestern line of Marina Boulevard, formerly First Avenue, at the southeastern corner of Lot 135, 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; thence along 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), 26.71 feet; thence North  $48^{\circ} 06' 43''$  West, 17.36 feet; thence South  $59^{\circ} 06' 22''$  West, 20.41 feet, to the northeastern line of said Lot 135; thence along said northeastern line, southeasterly 14.64 feet, to the point of beginning.

Containing an area of 365.0 square feet, more or less.

EXHIBIT "A"

69-94830





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

# POLICY OF TITLE INSURANCE

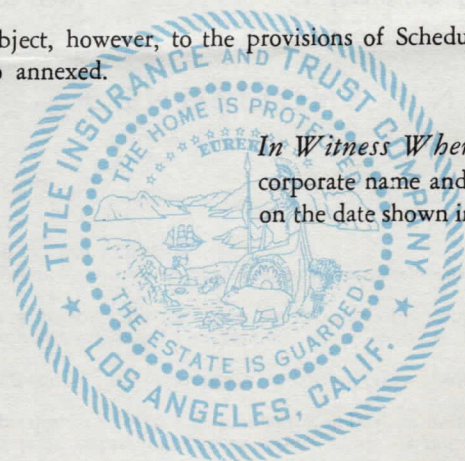
ISSUED BY

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-155451  
AMOUNT : \$912.50  
PREMIUM : \$50.00  
EFFECTIVE DATE: AUGUST 22, 1969 AT 9:00 A.M.  
PLANT ACCOUNT : SL-78A1, 134

INSURED

CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION OF THE STATE  
OF CALIFORNIA

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 OF THE STATE  
OF CALIFORNIA

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:

TAXES BASED UPON LAND VALUE ONLY.

NO IMPROVEMENTS INCLUDED.

ASSESSED TO : WESTERN PACIFIC RAILROAD COMPANY

PARCEL NO. : 12

ON S. B. E. MAP : 886-1-12B

1ST INSTALLMENT : \$7.04 PAID

2ND INSTALLMENT : \$7.04 PAID

CODE AREA NO. : 10003/886

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:

BEGINNING ON THE NORTHWESTERN LINE OF MARINA BOULEVARD, FORMERLY  
FIRST AVENUE, AT THE SOUTHEASTERN CORNER OF LOT 135, 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; THENCE  
ALONG SAID NORTHWESTERN LINE OF MARINA BOULEVARD, NORTH 63°  
21' 22" EAST NORTH 63° 21' 22" EAST BEING TAKEN AS THE BEARING  
OF MARINA BOULEVARD FOR THE PURPOSE OF THIS DESCRIPTION 26.71  
FEET; THENCE NORTH 48° 06' 43" WEST 17.36 FEET; THENCE SOUTH  
59° 06' 22" WEST 20.41 FEET TO THE NORTHEASTERN LINE OF SAID  
LOT 135; THENCE ALONG SAID NORTHEASTERN LINE, SOUTHEASTERLY  
14.64 FEET TO THE POINT OF BEGINNING.



## INDORSEMENT

ATTACHED TO POLICY NO. SL-155451

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 to 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

By

*Richard H. Houlett*

SECRETARY



721 Deed

OFFICE OF THE  
CITY MANAGER



CITY OF SAN LEANDRO

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

July 24, 1969

Title Insurance & Trust Company  
1409 Washington Avenue  
San Leandro, California 94577

Gentlemen:

Please refer to your escrow #155451, dated July 7, 1969, Western Pacific Railroad Company property.

Enclosed are the following: a City warrant in the amount of \$912.50, a copy of a letter from Western Pacific agreeing to this transaction, and a signed but undated certificate of authorization by the City Clerk accepting the deed on behalf of the City.

Will you please prepare a deed describing the property, conveying title from Western Pacific Railroad Company to the City of San Leandro, a Municipal Corporation. By separate copy of this letter I am requesting the present owners to contact you to sign the deed. Upon recordation of the deed and issuance of the policy of title insurance, showing title vested in the City free and clear of all liens and encumbrances, you are authorized to deliver payment to the persons entitled thereto.

Please have the deed recorded and returned to the City Manager's Office, City Hall, San Leandro, California. Please make a note of this last instruction on the back of the deed. Also, send title insurance and closing statement to the City Manager's Office.

If you have any questions, please contact me.

Very truly yours,

L. E. Riordan  
Assistant City Manager

LER:ed  
Encl.

cc: Public Works Dept. (LD 68-33)  
City Clerk ✓  
Finance Office (50-924)  
Western Pacific Railroad Company



Western Pacific Petroleum Company  
Finance Office (20-234)  
City Clerk

cc: Pacific Notes Dept. (ID 28-33)  
RUCJ  
REKED

Western City Manager  
J. E. Horgan

*[Signature]*  
J. E. Horgan

If you have any questions, please contact me.

Enclosed statement to the City Manager's Office.  
Last transaction on the back of the check. Also, send the statement and  
Office City Hall San Francisco, California. Please make a note of this.  
Please have the check recorded and returned to the City Manager's

and/or to the City Manager's Office. The balance entered there.  
listed in the City Hall and State of all items and transactions. You are  
the check and statement of the City of State Treasurer, showing the  
the balance of the City of State Treasurer. Please make a note of this.  
a statement of the City of State Treasurer. Please make a note of this.  
the Western Pacific Petroleum Company to the City of San Francisco.  
will not have a check recording the balance, covering

the check on record of the City.  
a check on record of the City of San Francisco. Please make a note of this.  
a copy of a letter from Western Pacific Petroleum to the City of San Francisco, and  
enclosed are the following: a City Manager in the amount of \$20,000.

Pacific Petroleum Company, Inc.  
Please refer to your account number, dated July 1, 1963, Western

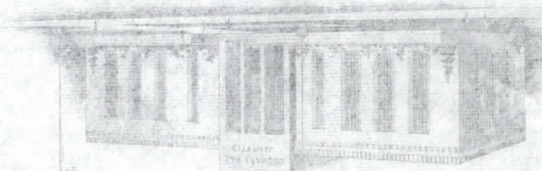
San Francisco:

San Francisco, California 94101  
1000 California Avenue  
1111 California & First Street

July 31, 1963

San Francisco, California  
City Hall - 200 East Main Street  
CITY OF SAN FRANCISCO

CITY MANAGER  
OFFICE OF THE



1000



## CITY OF SAN LEANDRO

721

## INTEROFFICE MEMO

TO City Clerk DATE September 24, 1969

FROM L. E. Riordan, Assistant City Manager

SUBJECT Deed -- Western Pacific Railroad -- S.L. Blvd. Ext. Castro to Washington

1 Attached is the Grant Deed for the property acquired from Western Pacific  
2 Railroad (Title Ins. & Trst., escrow #155451). This property was acquired as part  
3 of the San Leandro Boulevard Extension project and was recorded with title vested  
4 in the City on August 22, 1969. This is for your permanent file.

5

6

*L. Riordan*  
Lee Riordan *ed*

7

8

LER:ed  
Attach.

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cc: Finance Office (Acct. #50-924)

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Public Works Dept. (LD 68-33)

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Community Dev. Office

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SUBJECT  
FROM  
TO

COMMUNITY DEV. OFFICE  
PUBLIC WORKS DEPT. (FD 22-33)  
cc: FINANCE OFFICE (Acct. #20-234)  
ATTACH.  
PER:ed

Lee Klorfen  
*[Signature]*

in the City on August 22, 1933. This is for your permanent file.  
of the San Leandro Boulevard Extension Project and was recorded with title vested  
Railroad (Title Ins. & Trust, Section #122421). This property was acquired as part  
Attached is the Grant Deed for the property acquired from Western Pacific  
Deed -- Western Pacific Railroad -- S.F. Blvd. Ext. Castro to Washington  
L. E. Klorfen, Assistant City Manager  
CITY CLERK

DATE September 24, 1933

OFFICE OF THE  
CITY CLERK



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

September 25, 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: The Western Pacific Railroad Company  
Recorded: August 22, 1969  
No: 69-94830  
Re: 2464  
Im: 503, 504 and 505  
Legal Description: Attached

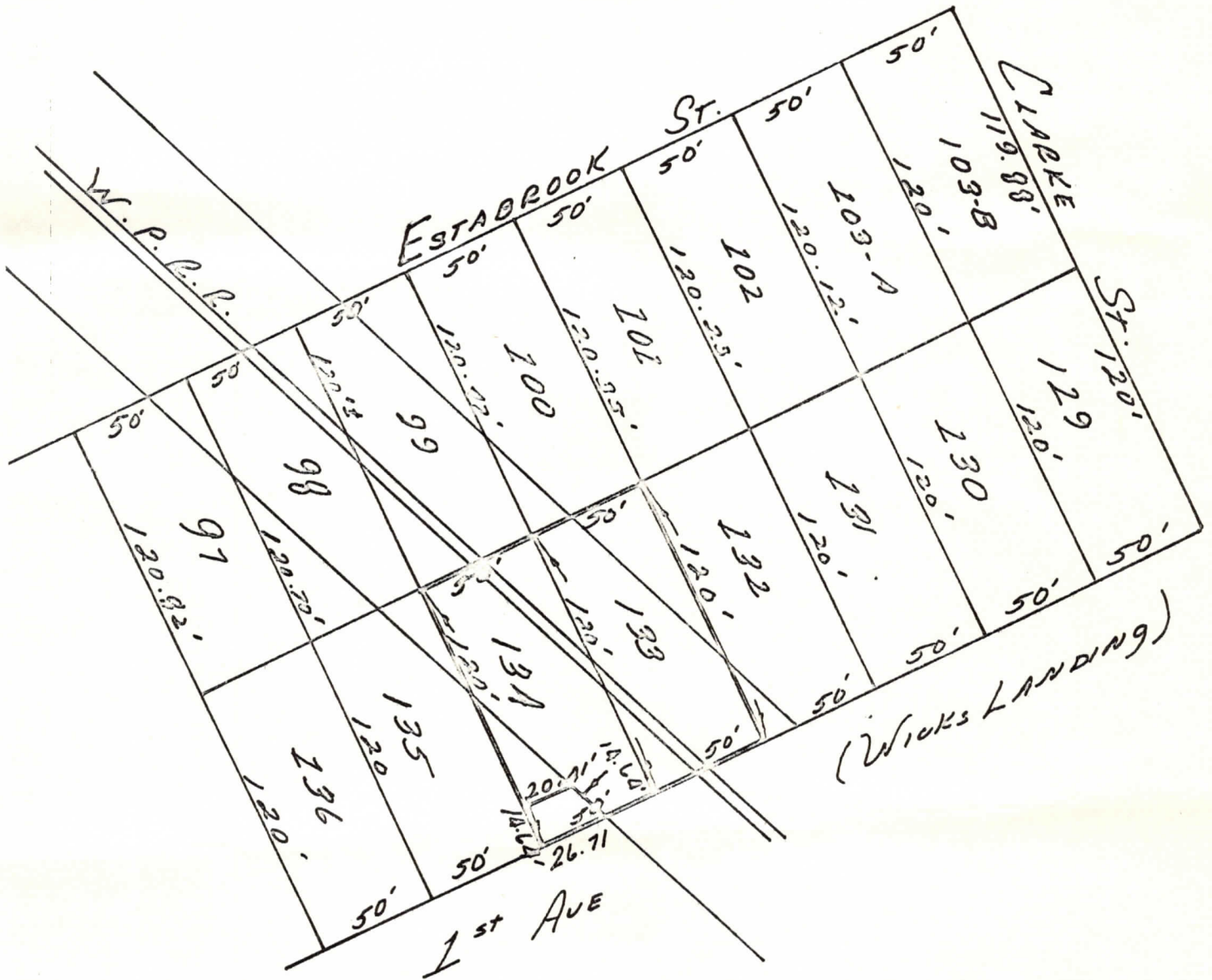
Very truly yours,

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.