

RECORDING REQUESTED BY

TITLE INSURANCE & TRUST CO.
SL-210006

AND WHEN RECORDED MAIL TO

73- 8149
RECORDED at ST OF
Title Insurance & Trust Co.
At 9 A. M.

RE:3442 IM:132
001

JUN 15 1973

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

Name CITY MANAGER'S OFFICE
Street Address CIVIC CENTER
835 E. 14TH STREET
City & State SAN LEANDRO, CALIFORNIA 94577

Name CITY MANAGER'S OFFICE
Street Address CITY HALL
835 E. 14TH STREET
City & State SAN LEANDRO, CALIFORNIA 94577

Corporation Grant Deed

D.T.T. \$

TO 406 CA (7-68)

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
LUCKY STORES, INC.

a corporation organized under the laws of the state of CALIFORNIA
hereby GRANTS 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:

SEE EXHIBIT "A" ATTACHED AND MADE A PART HEREOF.

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX IS \$ None
() COMPUTED ON FULL VALUE OF PROPERTY, OR
() COMPUTED ON FULL VALUE LESS VALUE OF
LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE
() UNINCORPORATED AREA (X) CITY OF San Leandro

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instru-
ment to be executed by its Vice President and Secretary
thereunto duly authorized.

Dated: June 6, 1973

LUCKY STORES, INC.

STATE OF CALIFORNIA }
COUNTY OF Alameda } SS.

On June 8, 1973 before me, the under-
signed, a Notary Public in and for said State, personally appeared
R. C. Biagi, known
to me to be the Vice President, and

Henry Edwards known to me to be
Secretary of the Corporation that executed the
within Instrument, known to me to be the persons who executed the
within Instrument on behalf of the Corporation therein named, and
acknowledged to me that such Corporation executed the within Instru-
ment pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature

Ruth A. Etingoff
Ruth A. Etingoff

Name (Typed or Printed)

By

By

R. C. Biagi
R. C. Biagi

Henry Edwards
Henry Edwards

Vice President

Secretary



(This area for official notarial seal)

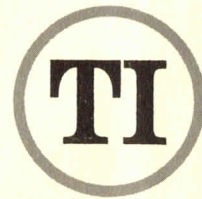
Title Order No.

Escrow or Loan No.

MAIL TAX STATEMENTS AS DIRECTED ABOVE



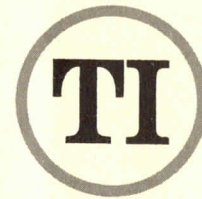
**CORPORATION
GRANT DEED**



Title Insurance
and
Trust Company

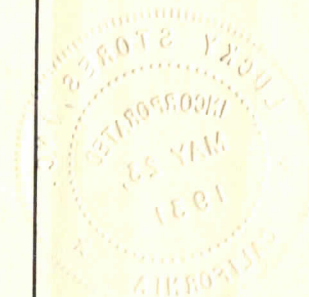
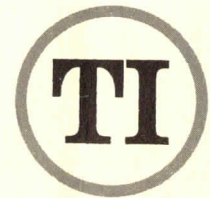
COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL

**CORPORATION
GRANT DEED**



Title Insurance
and
Trust Company

COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL



887
73- 81492

"EXHIBIT A"

RE:3442 IM:133

SL-210006

DESCRIPTION:

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ALAMEDA, CITY OF SAN LEANDRO, DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL 2 IN THE DECREE OF FINAL DISTRIBUTION, ESTATE OF JOSEPH B. SEQUEIRA, DECEASED, TO MARY GRAVIEL, ET AL., DATED AUGUST 5, 1948, PROBATE NO. 97473, A CERTIFIED COPY OF WHICH WAS RECORDED OCTOBER 4, 1948 UNDER INSTRUMENT NO. AC/76164, ALAMEDA COUNTY RECORDS, AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEAST LINE OF WEST AVENUE 132 (NOW KNOWN AS MARINA BOULEVARD) WITH THE NORTHEAST LINE OF MERCED STREET, AS SAID AVENUE AND STREET EXISTED ON JUNE 23, 1947; THENCE ALONG THE SAID SOUTHEAST LINE OF WEST AVENUE 132 NORTH $61^{\circ} 58' 30''$ EAST 411.00 FEET; THENCE ALONG THE NORTHEAST LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM MARY SEQUEIRA, ET AL. TO H. B. HIGGINS, DATED SEPTEMBER 28, 1948, AND RECORDED OCTOBER 4, 1948 UNDER INSTRUMENT NO. AC/76167, ALAMEDA COUNTY RECORDS, SOUTH $28^{\circ} 00' 00''$ EAST 20.58 FEET TO THE INTERSECTION THEREOF WITH THE SOUTHEAST LINE OF THAT PARCEL OF LAND DESCRIBED IN THE DEED FROM LUCKY STORES, INC. TO THE STATE OF CALIFORNIA, RECORDED JULY 8, 1949 IN BOOK 5837 AT PAGE 219, ALAMEDA COUNTY RECORDS, SAID INTERSECTION BEING THE TRUE POINT OF BEGINNING; THENCE ALONG SAID SOUTHEAST LINE OF THE PARCEL OF LAND FROM LUCKY STORES, INC. NORTH $64^{\circ} 51' 14''$ EAST 147.74 FEET; THENCE ALONG A LINE DRAWN PARALLEL WITH AND 28.00 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHEAST LINE OF SAID WEST AVENUE 132, SOUTH $61^{\circ} 58' 30''$ WEST 147.55 FEET; THENCE ALONG THE SAID NORTHEAST LINE OF THE PARCEL OF LAND FROM MARY SEQUEIRA, ET AL., NORTH $28^{\circ} 00' 00''$ WEST 7.42 FEET TO THE TRUE POINT OF BEGINNING.

The above described parcel of land contains 547 square feet, more or less.

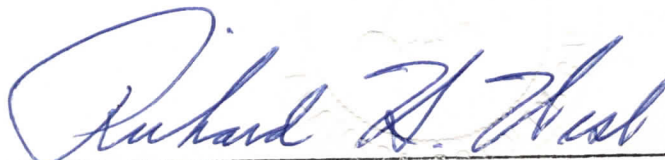
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73- 81492

This is to certify that the interest in real property conveyed by Deed or Grant,
dated June 6, 1973 , from Lucky Stores, Inc.

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 No. 4579 C.M.S., adopted by 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 14, 1973



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

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
FORTY FIVE AND NO/100----- (\$ 2,045.00) 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: -----

Real property in the City of San Leandro, County of Alameda,
State of California, being a portion of that certain 23.89
acre tract of land known as Parcel 2 in the Decree of Final
Distribution, Estate of Joseph B. Sequeira, deceased, to Mary
Graviel, et al., dated August 5, 1948, Probate No. 97473, a
certified copy of which was recorded October 4, 1948 under
Instrument No. AC/76164, Alameda County Records, and being
further described as follows:

Commencing at the intersection of the southeast line of West
Avenue 132 (now known as Marina Boulevard) with the northeast
line of Merced Street, as said avenue and street existed on
June 23, 1947; thence along the said southeast line of West
Avenue 132 north 61° 58' 30" east 411.00 feet; thence along
the northeast line of the parcel of land described in the deed
from Mary Sequeira, et al. to H. B. Higgins, dated September 28,
1948, and recorded October 4, 1948 under Instrument No. AC/76167,
Alameda County Records, south 28° 00' 00" east 20.58 feet to the
intersection thereof with the southeast line of that parcel of
land described in the Deed from Lucky Stores, Inc. to the State
of California, recorded July 8, 1949 in Book 5837 at page 219,
Alameda County Records, said intersection being the TRUE POINT
OF BEGINNING; thence along said southeast line of the parcel of
land from Lucky Stores, Inc. north 64° 51' 14" east 147.74 feet;
thence along a line drawn parallel with and 28.00 feet south-
easterly, measured at right angles, from the southeast line of
said West Avenue 132, south 61° 58' 30" west 147.55 feet; thence
along the said northeast line of the parcel of land from Mary
Sequeira, et al., north 28° 00' 00" west 7.42 feet to the TRUE
POINT OF BEGINNING.

The above described parcel of land contains 547 square feet,
more or less.

State of California,
County of Alameda) ss

State of California
County of Alameda

} ss

On This 16 day of April in the year One Thousand Nine Hundred 73
before me Ruth A. Etingoff a Notary Public in and for the
County of Alameda, State of California, residing therein, duly commissioned and sworn,
personally appeared R. C. Biagi known to me
to be the Vice President and I. Owen
known to me to be the Secretary of the Corporation that executed the
within instrument and the officers who executed the within instrument on behalf of the
Corporation therein named, and acknowledged to me that such Corporation executed the same.
In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, the day
and year in this certificate first above written.



CORPORATION ACKNOWLEDGMENT

Ruth A. Etingoff NOTARY PUBLIC
In and for said County of Alameda, State of California

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2

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f

THE SECRETARY OF THE
TREASURY
WASHINGTON, D. C.
JANUARY 1, 1900

RECEIVED

JAN 1 1900

TO THE SECRETARY OF THE
TREASURY
WASHINGTON, D. C.
JANUARY 1, 1900

THE SECRETARY OF THE
TREASURY
WASHINGTON, D. C.
JANUARY 1, 1900

VI

Real Property in the City of San Leandro, County of Alameda, State of California, being a portion of those parcels of land described in the deed from Alameda County East Bay Title Insurance Company, a corporation, to Harry R. Gibson, Jr., et al., dated January 11, 1956, and recorded January 18, 1956, in Book 7908 at page 469, Alameda County Records, and being further described as follows:

PARCEL A

Beginning at the intersection of the northeast line of Merced Street (60.00 feet wide) with the northwest line of the parcel of land described in the deed from Lucky Stores, Inc. to the City of San Leandro, dated April 22, 1969, and recorded April 30, 1969 on Reel 2393 at Image 628, Alameda County Records; thence along the said northeast line of Merced Street north $28^{\circ} 00' 00''$ west 20.00 feet; thence north $62^{\circ} 00' 00''$ east 10.00 feet; thence along a line drawn parallel with and 10.00 feet northeasterly, measured at right angles, from the said northeast line of Merced Street, south $28^{\circ} 00' 00''$ east 18.56 feet; thence along the said northwest line of that certain parcel of land described in the deed from Lucky Stores, Inc. to City of San Leandro, south $53^{\circ} 50' 00''$ west 10.00 feet to the Beginning.

The above described parcel of land contains 193 square feet, more or less.

PARCEL B

Commencing at the intersection of the northwest line of the parcel of land described in the deed from Lucky Stores, Inc. to the City of San Leandro, dated April 22, 1969 and recorded April 30, 1969 on Reel 2393 at Image 628, Alameda County Records, with the northeast line of Merced Street (60.00 feet wide); thence along last said line north $28^{\circ} 00' 00''$ west 24.98 feet to the TRUE POINT OF BEGINNING; thence continuing along last said line north $28^{\circ} 00' 00''$ west 235.00 feet; thence north $62^{\circ} 00' 00''$ east 10.00 feet; thence along a line drawn parallel with and 10.00 feet northeasterly, from the said northeast line of Merced Street, south $28^{\circ} 00' 00''$ east 76.22 feet; thence south $62^{\circ} 00' 00''$ west 2.70 feet; thence along a line drawn parallel with and 7.30 feet northeasterly, from the said northeast line of Merced Street, south $28^{\circ} 00' 00''$ east 122.83 feet; thence north $62^{\circ} 00' 00''$ east 2.70 feet; thence along a line drawn parallel with and 10.00 feet northeasterly, measured at right angles, from the said northeast line of Merced Street, south $28^{\circ} 00' 00''$ east 34.51 feet; thence south $53^{\circ} 50' 00''$ west 10.10 feet to the TRUE POINT OF BEGINNING.

The above described parcel of land contains 2,011 square feet, more or less.

LD 72-102

Parcel 27, 29, 30 - Gibson, et al.

VII

Real property in the City of San Leandro, County of Alameda, State of California, being a portion of that certain 23.89 acre tract of land known as Parcel 2 in the Decree of Final Distribution, Estate of Joseph B. Sequeira, deceased, to Mary Graviel, et al., dated August 5, 1948, Probate No. 97473, a certified copy of which was recorded October 4, 1948 under Instrument no. AC/76164, Alameda County Records, and being further described as follows:

Commencing at the intersection of the southeast line of West Avenue 132 (now known as Marina Boulevard) with the northeast line of Merced Street, as said avenue and street existed on June 23, 1947; thence along the said southeast line of West Avenue 132 north 61° 58' 30" east 411.00 feet; thence along the northeast line of the parcel of land described in the deed from Mary Sequeira, et al. to H. B. Higgins, dated September 28, 1948, and recorded October 4, 1948 under Instrument No. AC/76167, Alameda County Records, south 28° 00' 00" east 20.58 feet to the intersection thereof with the southeast line of that parcel of land described in the Deed from Lucky Stores, Inc. to the State of California, recorded July 8, 1949 in Book 5837 at page 219, Alameda County Records, said intersection being the TRUE POINT OF BEGINNING; thence along said southeast line of the parcel of land from Lucky Stores, Inc. north 64° 51' 14" east 147.74 feet; thence along a line drawn parallel with and 28.00 feet southeasterly, measured at right angles, from the southeast line of said West Avenue 132, south 61° 58' 30" west 147.55 feet; thence along the said northeast line of the parcel of land from Mary Sequeira, et al., north 28° 00' 00" west 7.42 feet to the TRUE POINT OF BEGINNING.

The above described parcel of land contains 547 square feet, more or less.

This conveyance is made for street and freeway purposes and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights of access, appurtenant to grantor's remaining property, in and to said freeway over and across the northeasterly 87.66 feet of the above described parallel line.

LD 72-115 (REVISED)
Lucky Stores, Inc.

1701 Marina Blvd.

IN THE CITY COUNCIL OF THE CITY OF SAN LEANDRO

RESOLUTION NO. 73 - 5

RESOLUTION FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN PROPERTY FOR THE CONSTRUCTION OF A PUBLIC IMPROVEMENT, NAMELY, WIDENING OF MARINA BOULEVARD AND MERCED STREET IN THE CITY OF SAN LEANDRO, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND FINDING AND DETERMINING THAT THE TAKING THEREOF IN FEE SIMPLE IS NECESSARY

The City Council of the City of San Leandro does RESOLVE as follows:

1. The public interest and necessity require the acquisition by the City of San Leandro of the property hereinafter described for the widening of Marina Boulevard and Merced Street in the City of San Leandro, County of Alameda, State of California.
2. The City Council of the City of San Leandro further finds and determines that the taking of the property hereinafter described and the whole thereof in fee simple is necessary.
3. Said real property hereinafter described should be acquired by proceedings in eminent domain in accordance with the appropriate provisions of Part 3, Title 7, of the Code of Civil Procedure of the State of California relating thereto.
4. The real property hereinafter described is selected and located in the manner which will be the most compatible with the greatest public good and the least private injury, and said real property is in the opinion of this Council, that which is best adapted for the public use and purposes hereinabove set out.
5. The City Attorney is hereby authorized and directed to take any and all actions necessary on behalf of the City of San Leandro to acquire said property by eminent domain proceedings or otherwise, including the application to a court of competent jurisdiction for an order permitting the City of San Leandro to take immediate possession and use of the hereinafter de-



scribed real property or interest in real property as a right of way for public use. Said City Attorney is hereby authorized to retain legal assistance in all matters in connection with the acquisition of said property.

6. The property hereinabove referred to is all that real property situated in the City of San Leandro, County of Alameda, State of California, more particularly described as follows:

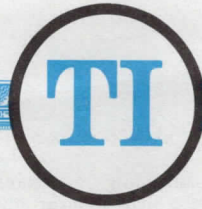
Introduced by Councilman Coppa and passed and
adopted this 2nd day of January, 1973, by the following called vote:

Members of the Council:

Ayes:	Councilmen Coppa, Gill, Kant, Polvorosa, Suerstedt; Mayor Maltester	(6)
Noes:	None	(0)
Absent:	Councilman Nahm	(1)

Jack D. Maltester
Mayor of the City of San Leandro

Attest: _____
Richard H. West, City Clerk



POLICY OF TITLE INSURANCE

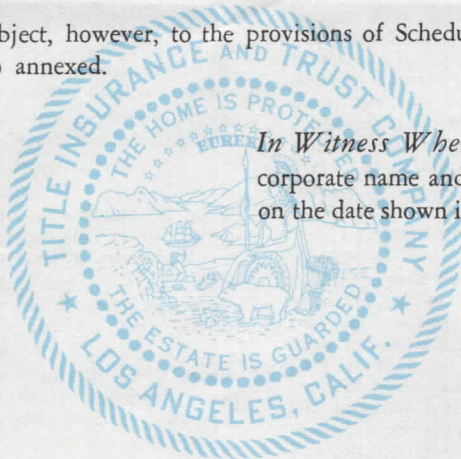
ISSUED BY

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 *George B. Garber*
PRESIDENT

Attest *John J. Egan*
SECRETARY

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 without 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 de-

fect, 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 the Company in regard to the subject matter of such action, proceeding or matter shall cease and terminate; provided, however, that failure to notify shall in no case prejudice the claim of any Insured unless the Company shall be actually prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish the title of the estate or interest or the lien of the mortgage as insured; and the Company may take any appropriate action under the terms of this policy whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision of this policy.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the Insured shall secure to it the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose. Whenever requested by the Company the Insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse the Insured for any expense so incurred.

5. NOTICE OF LOSS — LIMITATION OF ACTION

In addition to the notices required under paragraph 4(b), a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Insured under this policy until thirty days after such statement shall have been furnished, and no recovery shall be had by the Insured under this policy unless action shall be commenced thereon within five years after expiration of said thirty day period. Failure to furnish such statement of loss or damage, or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Insured of any action under this policy.

6. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Insured any claim insured against or to pay the full amount of this policy, or, in case loss is claimed under this policy by the owner of the indebtedness secured by a mortgage covered by this policy, the Company shall have the option to purchase said indebtedness; such purchase, payment or tender of payment of

SCHEDULE A

Premium \$ 63.00

Amount \$ 2,045.00
E-36, X1

Effective JUNE 15, 1973
Date AT 9:00 A.M.

Policy No. SL-210006

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 I

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.

1. Interests in real property which are not shown by the public records;
2. Interests in real property which are not shown by the public records but which are shown by the public records of the State of California;
3. Interests in real property which are not shown by the public records but which are shown by the public records of the State of California;
4. Interests in real property which are not shown by the public records but which are shown by the public records of the State of California;
5. Interests in real property which are not shown by the public records but which are shown by the public records of the State of California;
6. Interests in real property which are not shown by the public records but which are shown by the public records of the State of California;
7. Interests in real property which are not shown by the public records but which are shown by the public records of the State of California;
8. Interests in real property which are not shown by the public records but which are shown by the public records of the State of California;
9. Interests in real property which are not shown by the public records but which are shown by the public records of the State of California;
10. Interests in real property which are not shown by the public records but which are shown by the public records of the State of California;

Page 1

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

SCHEDULE B

1. The

2. The estate or interest in the land described or referred to in Schedule C covered by this policy is

THE CITY OF SAN FRANCISCO A MUNICIPAL CORPORATION

1. This is the estate or interest covered by this policy at the date hereof is stated in:

THE CITY OF SAN FRANCISCO A MUNICIPAL CORPORATION

3-28 XI

Amount \$ 3,000.00

INSURED

Date VI 8:00 A.M.

Effective JUNE 12, 1912

Policy No 27-310000

Balance \$ 22.00

SCHEDULE A

SCHEDULE B — (Continued)

PART II

1. GENERAL AND SPECIAL COUNTY AND CITY TAXES FOR THE FISCAL YEAR 1973-74, A LIEN NOT YET DUE OR PAYABLE.

2. RELEASE AND RELINQUISHMENT OF ACCESS RIGHTS TO AND FROM THE FREEWAY UPON WHICH PREMISES ABUTS, TOGETHER WITH WAIVER OF DAMAGES BY REASON OF CONSTRUCTION OR MAINTENANCE OF A FREEWAY, AS CONTAINED IN THE DEED:

FROM : LUCKY STORES, INC., A CORPORATION
TO : STATE OF CALIFORNIA
RECORDED : JULY 8, 1949, BOOK 5837, PAGE 219, OFFICIAL RECORDS

EXCEPTING AND RESERVING UNTO THE GRANTOR, ITS SUCCESSORS AND ASSIGNS, THE RIGHT OF ACCESS TO THE FREEWAY OVER AND ACROSS THE SOUTHWESTERN 60 FEET OF PREMISES.

3. AN ACTION IN THE SUPERIOR COURT,

COMMENCED : MARCH 12, 1973

ENTITLED : "CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION, PLAINTIFF, VS. LUCKY STORES, INC., A CORPORATION, ETC., DEFENDANTS"

CASE NO. : 433807

NATURE OF ACTION : TO ACQUIRE UNDER THE LAWS OF EMINENT DOMAIN, PREMISES FOR THE PUBLIC USE OF THE PLAINTIFF FOR STREET AND HIGHWAY PURPOSES

AFFECTS : PREMISES

NOTICE OF THE PENDENCY OF SAID ACTION WAS

RECORDED: MARCH 14, 1973, ON REEL 3364, IMAGE 153, OFFICIAL RECORDS
INSTRUMENT NO. 73-33383

THIS INSTRUMENT CONTAINS THE FOLLOWING RECITAL:

"THIS CONVEYANCE IS MADE FOR STREET AND FREEWAY PURPOSES AND THE GRANTOR HEREBY RELEASES AND RELINQUISHES TO THE GRANTEE ANY AND ALL ABUTTER'S RIGHTS OF ACCESS, APPURTENANT TO GRANTOR'S REMAINING PROPERTY, IN AND TO SAID FREEWAY OVER AND ACROSS THE NORTHEASTERLY 87.66 FEET OF THE ABOVE DESCRIBED PARALLEL LINE."

SCHEDULE B -- (Continued)

Part II

1. GENERAL AND SPECIAL COUNTY AND CITY TAXES FOR THE FISCAL YEAR 1972-73, A LIEN NOT YET DUE OR PAYABLE.

2. RELEASE AND RELINQUISHMENT OF ACCESS RIGHTS TO AND FROM THE FREEWAY UPON WHICH PREMISES ABUTS, TOGETHER WITH WAIVER OF DAMAGES BY REASON OF CONSTRUCTION OR MAINTENANCE OF A FREEWAY, AS CONTAINED IN THE DEED:

FROM : LUCKY STORES, INC., A CORPORATION
TO : STATE OF CALIFORNIA
RECORDED : JULY 8, 1942, BOOK 2837, PAGE 219, OFFICIAL RECORDS

EXCEPTING AND RESERVING UNTO THE GRANTOR, ITS SUCCESSORS AND ASSIGNS, THE RIGHT OF ACCESS TO THE FREEWAY OVER AND ACROSS THE SOUTHWESTERN 60 FEET OF PREMISES.

3. AN ACTION IN THE SUPERIOR COURT, COMMENCED
ENTITLED :
CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION,
PLAINTIFF, VS. LUCKY STORES, INC., A CORPORATION,
ETC., DEFENDANTS
CASE NO. : 433807
NATURE OF ACTION : TO ACQUIRE UNDER THE LAWS OF EMINENT DOMAIN, PREMISES FOR THE PUBLIC USE OF THE PLAINTIFF FOR STREET AND HIGHWAY PURPOSES
AFFECTS : PREMISES

NOTICE OF THE PENDENCY OF SAID ACTION WAS
RECORDED : MARCH 14, 1973, ON REEL 3364, IMAGE 133, OFFICIAL RECORDS
INSTRUMENT NO. 73-33383

THIS INSTRUMENT CONTAINS THE FOLLOWING RECITAL:

"THIS CONVEYANCE IS MADE FOR STREET AND FREEWAY PURPOSES AND THE GRANTOR HEREBY RELEASES AND RELINQUISHES TO THE GRANTEE ANY AND ALL ABUTTER'S RIGHTS OF ACCESS, APPURTENANT TO GRANTOR'S REMAINING PROPERTY, IN AND TO SAID FREEWAY OVER AND ACROSS THE NORTHEASTERLY 87.66 FEET OF THE ABOVE DESCRIBED PARALLEL LINE."

SCHEDULE C

The land referred to in this policy is described as follows:

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ALAMEDA, CITY OF SAN LEANDRO, DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL 2 IN THE DECREE OF FINAL DISTRIBUTION, ESTATE OF JOSEPH B. SEQUEIRA, DECEASED, TO MARY GRAVEL, ET AL., DATED AUGUST 5, 1948, PROBATE NO. 97473, A CERTIFIED COPY OF WHICH WAS RECORDED OCTOBER 4, 1948 UNDER INSTRUMENT NO. AC/76164, ALAMEDA COUNTY RECORDS, AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEAST LINE OF WEST AVENUE 132 (NOW KNOWN AS MARINA BOULEVARD) WITH THE NORTHEAST LINE OF MERCED STREET, AS SAID AVENUE AND STREET EXISTED ON JUNE 23, 1947; THENCE ALONG THE SAID SOUTHEAST LINE OF WEST AVENUE 132 NORTH $61^{\circ} 58' 30''$ EAST 411.00 FEET; THENCE ALONG THE NORTHEAST LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM MARY SEQUEIRA, ET AL. TO H. B. HIGGINS, DATED SEPTEMBER 28, 1948, AND RECORDED OCTOBER 4, 1948 UNDER INSTRUMENT NO. AC/76167, ALAMEDA COUNTY RECORDS, SOUTH $28^{\circ} 00' 00''$ EAST 20.58 FEET TO THE INTERSECTION THEREOF WITH THE SOUTHEAST LINE OF THAT PARCEL OF LAND DESCRIBED IN THE DEED FROM LUCKY STORES, INC. TO THE STATE OF CALIFORNIA, RECORDED JULY 8, 1949 IN BOOK 5837 AT PAGE 219, ALAMEDA COUNTY RECORDS, SAID INTERSECTION BEING THE TRUE POINT OF BEGINNING; THENCE ALONG SAID SOUTHEAST LINE OF THE PARCEL OF LAND FROM LUCKY STORES, INC. NORTH $64^{\circ} 51' 14''$ EAST 147.74 FEET; THENCE ALONG A LINE DRAWN PARALLEL WITH AND 28.00 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHEAST LINE OF SAID WEST AVENUE 132, SOUTH $61^{\circ} 58' 30''$ WEST 147.55 FEET; THENCE ALONG THE SAID NORTHEAST LINE OF THE PARCEL OF LAND FROM MARY SEQUEIRA, ET AL., NORTH $28^{\circ} 00' 00''$ WEST 7.42 FEET TO THE TRUE POINT OF BEGINNING.

BEARING:

E1 V. NORTHERN 38° 00' 00" WEST 17.45 FEET TO THE TRUE POINT OF
SOLID NORTHEAST LINE OF THE PARCEL OF LAND BORN WABA GEORGEIA,
VALUABLE 135' NORTH 27° 28' 30" WEST 171.22 FEET; THENCE ALONG THE
MEASURED AT RIGHT ANGLES, FROM THE SOUTHEAST LINE OF SAID WEST
THENCE ALONG A LINE BEING PARALLEL WITH AND 38' 00' FEET SOUTHEASTLY
LAND BORN GASKA STONES, INC. NORTH 27° 21' 14" EAST 171.20 FEET;
OF BEARING; THENCE ALONG SAID SOUTHEAST LINE OF THE PARCEL OF
AGWEDY CONITA RECORDS, SAID INTERSECTION BEING THE TRUE POINT
OF CALIFORNIA, RECORDED JULY 8, 1948 IN BOOK 2821 AT PAGE 318,
LAND DESCRIBED IN THE DEED FROM GASKA STONES, INC. TO THE STATE
INTERSECTION THEREOF WITH THE SOUTHEAST LINE OF THAT PARCEL OF
AGWEDY CONITA RECORDS, NORTH 38° 00' 00" EAST 30' 28' FEET TO THE
1948, AND RECORDED OCTOBER 4, 1948 UNDER INSTRUMENT NO. VC128781,
FROM WABA GEORGEIA, E1 V. TO H. B. HISSING, DATED SEPTEMBER 30,
THE NORTHEAST LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED
VALUABLE 135' NORTH 27° 28' 30" EAST 171.00 FEET; THENCE ALONG
LINE 31' 1941; THENCE ALONG THE SAID SOUTHEAST LINE OF WEST
LINE OF MEASURED STREET, AS SAID VALUABLE AND STREET EXISTED ON
VALUABLE 135' (NOW KNOWN AS WABINGA BOUTELAND) WITH THE NORTHEAST
COMMENCING AT THE INTERSECTION OF THE SOUTHEAST LINE OF WEST

CONITA RECORDS, AND BEING FURTHER DESCRIBED AS FOLLOWS:
RECORDED OCTOBER 4, 1948 UNDER INSTRUMENT NO. VC128781, AGWEDY
VALUABLE 2' 1948, EXCEPT NO. 21413, A CERTIFIED COPY OF WHICH WAS
FORWARDED TO GEORGEIA, DECEASED, TO WABA GEORGEIA, E1 V., DATED
A PORTION OF PARCEL 3 IN THE DEED OF FINAL DISTRIBUTION, ESTATE OF

CONITA OF AGWEDY, CITY OF SAN FRANCISCO, DESCRIBED AS FOLLOWS:
THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA.

The land referred to in the policy is described as follows:

SCHEDULE C

INDORSEMENT

ATTACHED TO POLICY NO. SL-210006

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

SECRETARY

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

MARINA BLVD. (104 FT. WIDE)
(FIRST AVE. or WEST AVE. 132, 60 FT. WIDE)

PT. OF COMMENCEMENT

N 61° 58' 30" E
411.00

S 28° 00' 00" E
20.58

N 64° 51' 14" E 147.74

S 61° 58' 30" W 147.55

N 28° 00' 00" W
7.42

28.00

87.66

60

LUCKY STORES, INC.
TO: STATE OF CALIF
BOOK 5837 PAGE 219

UE PT. OF
GINNING

INDICATES PARCEL
LD 72 - 115 (REVISED)

NE LINE SEQUEIRA
TO: HIGGINS
INST. NO. AC/76167

SCALE: 1" = 40'



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 San Leandro
Civic Center, 835 E. 14th Street
San Leandro, California 94577



Office of City Clerk 415-638-4100

18 July 1973

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 has acquired fee title to the real property described in the attached legal description and all improvements thereon.

Title was taken by deed from Lucky Stores, Inc.

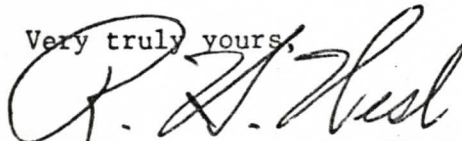
recorded in the Official Records of the County of Alameda under the County Recorder's Serial No. 73-81492, RE: 3442 IM: 132 on 15 June, 19 73.

It is requested that your Honorable Board will:

1. (X) 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. () 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 \$ _____.

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

Very truly yours,


Richard H. West, City Clerk



