

-927

74-119342

RECORDING REQUESTED BY

TITLE INSURANCE & TRUST CO.
SL-224936

AND WHEN RECORDED MAIL TO

RECORDED at REQUEST OF
First American Title Co.
At 10:30 A.M.

RE: 3773 IM: 384

SEP 12 1974

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

cc1

Name
Street Address
City & State
CITY OF SAN LEANDRO
CITY MANAGERS OFFICE
835 E. 14TH STREET
SAN LEANDRO, CALIF. 94577

MAIL TAX STATEMENTS TO

Name
Street Address
City & State
SAME AS ABOVE

DH

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

ASSTS. POL NO.
TO 405.1 CA (5-73)

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

The undersigned grantor(s) declare(s):
Documentary transfer tax is \$ NO CONSIDERATION
☒ computed on full value of property conveyed, or
() computed on full value less value of liens and encumbrances remaining at time of sale.
() Unincorporated area: (☒) City of SAN LEANDRO, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
EDWARD MC GURRIN, ALSO KNOWN AS **EDWARD MCGURRIN, JR.**, AN UNMARRIED MAN

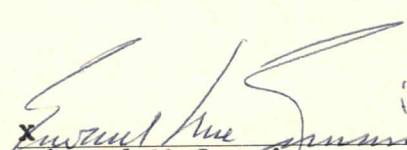
hereby GRANT(S) to
THE CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION

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

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

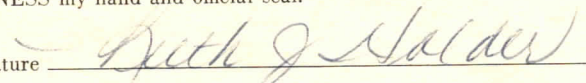
PARCEL #75-172-5 ✓

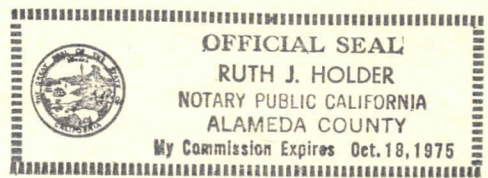
Dated July 2, 1974


Edward McGurrian

STATE OF CALIFORNIA }
COUNTY OF Alameda } SS.
On July 2, 1974 before me, the under-
signed, a Notary Public in and for said State, personally appeared
Edward McGurrian

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

Signature 
Ruth J. Holder
Name (Typed or Printed)



File 927
APN 75-172-5

(This area for official notarial seal)

Title Order No. 107002-SW Escrow or Loan No. S-85218-LR

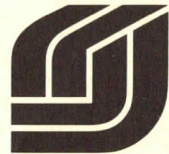
MAIL TAX STATEMENTS AS DIRECTED ABOVE



**TITLE INSURANCE
AND TRUST**

A TICOR COMPANY

Grant Deed



**TITLE INSURANCE
AND TRUST**

A TICOR COMPANY

COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL

Grant Deed



**TITLE INSURANCE
AND TRUST**

A TICOR COMPANY

COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL



**TITLE INSURANCE
AND TRUST**

A TICOR COMPANY

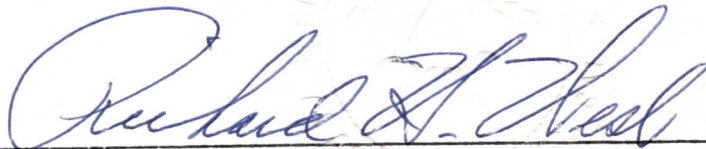
7-119342

RE:3773 IM:385

This is to certify that the interest in real property conveyed by Deed or Grant,
dated July 2, 1974, from EDWARD MC GURRIN

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: July 3, 1974



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

71-11-12

RE: 3773 IM 386

DESCRIPTION:

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

BEGINNING AT A POINT ON THE SOUTHWESTERN LINE OF EAST 14TH STREET, AS SAID LINE IS SHOWN ON THE PLAT SHOWING THE OPENING AND WIDENING OF SAID STREET, FILED SEPTEMBER 5, 1917, IN BOOK 16 OF MAPS, PAGE 45, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, DISTANT THEREON SOUTHEASTERLY 50 FEET FROM THE INTERSECTION THEREOF WITH THE SOUTHEASTERN LINE OF PERALTA AVENUE; RUNNING THENCE SOUTHEASTERLY ALONG SAID LINE OF EAST 14TH STREET, 49 FEET TO THE NORTHWESTERN LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM CHARLES H. CARLETON AND MINNETTE F. CARLETON, HIS WIFE, TO EARL COOPER, DATED FEBRUARY 7, 1946, RECORDED APRIL 6, 1946, IN BOOK 4865 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 175; THENCE ALONG THE LAST MENTIONED LINE SOUTHWESTERLY 108 FEET, MORE OR LESS, TO A POINT ON A LINE DRAWN PARALLEL WITH SAID LINE OF EAST 14TH STREET, AND DISTANT 108 FEET SOUTHWESTERLY THEREFROM, MEASURED ALONG SAID LINE OF PERALTA AVENUE; THENCE ALONG SAID PARALLEL LINE NORTHWESTERLY 48 FEET, 6-1/2 INCHES; THENCE PARALLEL WITH SAID LINE OF PERALTA AVENUE NORTHEASTERLY 108 FEET TO THE POINT OF BEGINNING.

1700111 376

HE 3113 IN 320

September 17, 1974

JACK K. POOL, CLERK
County of Alameda - Office of the Board of Supervisors
1221 Oak Street
Oakland, California 94612

RE: Escrow No. S-85218-LR
Assessor's Reference No. 75-172-5
Code Area 10-001
721-725 East 14th Street
San Leandro, California

Dear Mr. Pool:

We are in receipt of your letter dated September 12, 1974, a copy of which is herein enclosed, and our check No. 12312, in the amount of \$304.52.

In reference to your letter, we enclose a letter from Mr. L. E. Riordan, the Assistant City Manager of the City of San Leandro, wherein he refers to the proration of the Taxes. As you will note in said letter, he instructs us to prorate the Taxes as of the date of Recording and make a check for said prorated amount to the Board of Supervisors of Alameda County to cover the accrued current real property taxes. Since this transaction was recorded on September 12, 1974, the check covers the period from July 1, 1974 to September 12, 1974.

We are returning our check No. 13312, in the amount of \$304.52, in compliance with Mr. Riordan's letter.

We trust that you will find the enclosures in order. If you should have any questions regarding this matter, please do not hesitate to contact the undersigned.

Sincerely yours,

L. H. REBHOLTZ,
Vice President

LHR:pld
Encls.

OPTION

In Consideration of TEN AND NO/100) 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 SIXTY THOUSAND
AND NO/100 - - - - - (\$60,000.00) 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: 721, 723 and 725 E. 14th St. Westerly line E. 14th
St. 50' southerly from Peralta Avenue. Lot size: 49' x 108' improved with one-story
and mezzanine concrete store building.

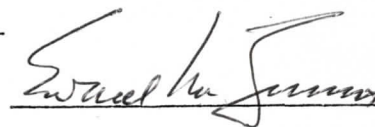
OPTIONEE SHALL HAVE THE RIGHT TO CLOSE THIS APPLICATION AT ANY TIME WITHIN
90 days FROM DATE HEREOF, AND I AGREE TO EXECUTE AND DELIVER TO
OPTIONEE, OR TO ANY ONE NAMED BY OPTIONEE, A GOOD AND SUFFICIENT GRANT DEED.
ON EXECUTION OF SAID DEED I AM TO BE PAID THE FURTHER SUM OF FIFTY THOUSAND
NINE HUNDRED NINETY AND NO/00 - - - - - (\$50,990.00) DOLLARS, IN FULL
PAYMENT OF THE PURCHASE PRICE OF SAID REAL PROPERTY: BUT IF SAID OPTION IS NOT
CLOSED WITHIN 90 days FROM DATE HEREOF, I AM TO RETAIN THE SAID SUM OF
TEN AND NO/00 - - - - - (\$10.00) DOLLARS, SO PAID AS AFORESAID, AS LIQUIDATED
DAMAGES. IF SAID OPTION IS CLOSED WITH THE SAID 90 days, THE AMOUNT
PAID AS AFORESAID IS TO BE APPLIED TOWARDS THE PURCHASE PRICE. TIME IS OF THE
ESSENCE OF THIS CONTRACT.

DATED THIS 5th DAY OF April, 1974

Current Leases:

721 E. 14th St. - Bar - to 1/31/76
723 E. 14th St. - Printer - to 12/31/74
725 E. 14th St. - Tax - to 4/30/75

250/mw
7/31/79
150/mw
4/30/81

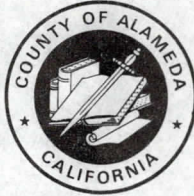


State of California)
County of Alameda) ss

On this _____ day of _____ 19____, before me, the undersigned Notary Public,
personally appeared

Known to me to be the person described in and whose name _____ subscribed to
and who executed the within instrument and acknowledged to me that _____ executed the
same Notary Public in and for said County and State _____

File 927
APN 75-172-5



McGurnin
CLT

COUNTY OF ALAMEDA
OAKLAND, CALIFORNIA 94612

OFFICE OF THE
CLERK, BOARD OF SUPERVISORS

September 12, 1974

First American Title Guaranty Company
P. O. Box 1290
Oakland, California 94604

Gentlemen:

This will acknowledge receipt of your check #13312 dated September 10, 1974, in the amount of \$304.52 covering taxes from 7/1/74 to and including 9/12/74 on property sold to the City of San Leandro (Assessor's Reference No. 75-172-5, Code Area 10-001).

Upon checking with the City of San Leandro, we are advised that cancellation of taxes on the property in question has not been requested by them inasmuch as the deed has not yet been recorded.

Therefore, since it appears it will be at least a month or longer before the City of San Leandro will be requesting this cancellation of taxes on the parcel in question, we are returning herewith your check #13312. Please acknowledge receipt of same by returning the enclosed copy of this letter.

Very truly yours,

Jack K. Pool, Clerk

JKP/sd
Enclosure

cc: City of San Leandro
City Hall
835 East 14th Street
San Leandro, California 94577

100% R. 300% CYCLE

АСТА АСТА АСТА

8979 70103*

1. These expenditures constitute an item of accounting for the purpose of both of
 on the balance in question, as the accounting records have been drawn up
 the staff of San Francisco City and County, and the expenditure of such
 expenditure, which is subject to the staff of the County of San Francisco.

REPORTED BY THE FBI ON 10-10-68

Reference No: 44-1116-2 (page 100 of 101)

101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044-1045-1046-1047-1048-1049-1050-1051-1052-1053-1054-1055-1056-1057-1058-1059-1060-1061-1062-1063-1064-1065-1066-1067-1068-1069-1070-1071-1072-1073-1074-1075-1076-1077-1078-1079-1080-1081-1082-1083-1084-1085-1086-1087-1088-1089-1090-1091-1092-1093-1094-1095-1096-1097-1098-109

CONCLUSIONS :

Copyright © 2000 by John Wiley & Sons, Inc.

5 0 20X 1380

LTJBA 1984-1985 12376 (Continued)

get caught in' it.

CLERK, BOARD OF SUPERVISORS
OFFICE OF THE

OKLAHOMA STATE UNIVERSITY

ADAMANTIA FOYT



CITY OF SAN LEANDRO

927

INTEROFFICE MEMO

TO City Clerk DATE October 23, 1974

FROM City Manager's Office

SUBJECT Policy of Title Insurance--E. McGurrin--Civic Center Expansion

Attached is the policy of title insurance for the property located at 721, 723 and 725 East 14th Street. This property was acquired for Civic Center expansion and was recorded with title vested in the City on September 12, 1974.

(First American Title Ins. Co., escrow #S-85218-LR.)

This is for your permanent file.


L. E. Riordan

LER:ed
Attachment

cc: R. Ward, Pub. Wks. Dir.
J. Arch, Finance Officer

RECEIVED
CITY OF SAN LEANDRO

OCT 23 1974

RICHARD H. WEST
CITY CLERK

MAN 132413-2
HIT 40

CITY CLERK
RICHARD H. WEST

OCT 23 1974

CITY OF SAN LEANDRO
RECEIVED

J. Arch, Finance Officer
cc: B. Ward, Pub. Wks. Div.
Attachment
LEB:69

L. E. Bjorban

This is for your permanent file.

(First American Title Ins. Co., escrow #2-88518-LB.)

expansion and was recorded with title vested in the City on September 12, 1974.
151, 153 and 155 East 14th Street. This property was acquired for Civic Center

Attached is the policy of title insurance for the property located at

policy of title insurance--E. McQuay--Civic Center Expansion

City Manager's Office

City Clerk

DATE October 23, 1974

INTEROFFICE MEMO

CITY OF SAN LEANDRO



CITY MANAGER

OCT 23 1974

CITY OF SAN LEANDRO

POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

SUBJECT TO SCHEDULE B AND THE CONDITIONS AND STIPULATIONS HEREOF, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures the insured, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by said insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Unmarketability of such title; or
4. Any lack of the ordinary right of an abutting owner for access to at least one physically open street or highway if the land, in fact, abuts upon one or more such streets or highways;

and in addition, as to an insured lender only:

5. Invalidity of the lien of the insured mortgage upon said estate or interest except to the extent that such invalidity, or claim thereof, arises out of the transaction evidenced by the insured mortgage and is based upon
 - a. usury, or
 - b. any consumer credit protection or truth in lending law;
6. Priority of any lien or encumbrance over the lien of the insured mortgage, said mortgage being shown in Schedule B in the order of its priority; or
7. Invalidity of any assignment of the insured mortgage, provided such assignment is shown in Schedule B.

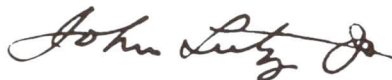
IN WITNESS WHEREOF, First American Title Insurance Company has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.



First American Title Insurance Company

BY 

PRESIDENT

ATTEST 

SECRETARY

B 689470

File 927
APN 75-172-5

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors. The term "insured" also includes (i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of such indebtedness (reserving, however, all rights and defenses as to any such successor who acquires the indebtedness by operation of law as described in the first sentence of this subparagraph (a) that the Company would have had against the successor's transferor), and further includes (ii) any governmental 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, and (iii) the parties designated in paragraph 2 (a) of these Conditions and Stipulations.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "insured lender": the owner of an insured mortgage.

(d) "insured mortgage": a mortgage shown in Schedule B, the owner of which is named as an insured in Schedule A.

(e) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(f) "land": the land described, specifically or by reference in Schedule C, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any area excluded by Paragraph No. 6 of Part I of Schedule B of this Policy.

(g) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(h) "public records": those records which by law impart constructive notice of matters relating to the land.

2. (a) CONTINUATION OF INSURANCE AFTER ACQUISITION OF TITLE BY INSURED LENDER

If this policy insures the owner of the indebtedness secured by the insured mortgage, this policy shall continue in force as of Date of Policy in favor of such insured who acquires all or any part of the estate or interest in the land described in Schedule C by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage, and if such insured is a corporation, its transferee of the estate or interest so acquired, provided the transferee is the parent or wholly owned subsidiary of such insured; and in favor of any governmental agency or instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage. After any such acquisition the amount of insurance hereunder, exclusive of costs, attorneys' fees and expenses which the Company may be obligated to pay, shall not exceed the least of:

(i) the amount of insurance stated in Schedule A;

(ii) the amount of the unpaid principal of the indebtedness plus interest thereon, as determined under paragraph 6 (a) (iii) hereof, expenses of foreclosure and amounts advanced to protect the lien of the insured mortgage and secured by said insured mortgage at the time of acquisition of such estate or interest in the land; or

(iii) the amount paid by any governmental agency or instrumentality, if such agency or instrumentality is the insured claimant, in acquisition of such estate or interest in satisfaction of its insurance contract or guaranty.

(b) CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy, in favor of an insured so long as such insured retains an estate or interest in the land, or owns an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

3. DEFENSE AND PROSECUTION OF ACTIONS - NOTICE OF CLAIM TO BE GIVEN BY AN INSURED CLAIMANT

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in litigation to the extent that such litigation involves an alleged defect, lien, encumbrance or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be 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 without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured; and the Company may take any appropriate action, whether or not it shall be liable under the terms of this policy, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) 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 hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company, at the Company's expense, all reasonable aid (1) in any such action or proceeding in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and (2) in any other act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or

interest or the lien of the insured mortgage, as insured, including but not limited to executing corrective or other documents.

4. PROOF OF LOSS OR DAMAGE - LIMITATION OF ACTION

In addition to the notices required under Paragraph 3 (b) of these Conditions and Stipulations, a proof of loss or damage, signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain or determine the facts giving rise to such loss or damage. Such proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage, and, when appropriate, state the basis of calculating the amount of such loss or damage.

Should such proof of loss or damage fail to state facts sufficient to enable the Company to determine its liability hereunder, insured claimant, at the written request of Company, shall furnish such additional information as may reasonably be necessary to make such determination.

No right of action shall accrue to insured claimant until 30 days after such proof of loss or damage shall have been furnished.

Failure to furnish such proof of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

5. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS AND OPTIONS TO PURCHASE INDEBTEDNESS

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against, or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment by the insured claimant and authorized by the Company. In case loss or damage is claimed under this policy by the owner of the indebtedness secured by the insured mortgage, the Company shall have the further option to purchase such indebtedness for the amount owing thereon together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay. If the Company offers to purchase said indebtedness as herein provided, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage and any collateral securing the same to the Company upon payment therefor as herein provided. Upon such offer being made by the Company, all liability and obligations of the Company hereunder to the owner of the indebtedness secured by said insured mortgage, other than the obligation to purchase said indebtedness pursuant to this paragraph, are terminated.

6. DETERMINATION AND PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed the least of:

(i) the actual loss of the insured claimant; or

(ii) the amount of insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in paragraph 2 (a) hereof: or

(iii) if this policy insures the owner of the indebtedness secured by the insured mortgage, and provided said owner is the insured claimant, the amount of the unpaid principal of said indebtedness, plus interest thereon, provided such amount shall not include any additional principal indebtedness created subsequent to Date of Policy, except as to amounts advanced to protect the lien of the insured mortgage and secured thereby.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs incurred upon an insured in litigation carried on by

(Continued on inside back cover)

CONDITIONS AND STIPULATIONS

(Continued from inside front cover)

the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When the amount of loss or damage has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

7. LIMITATION OF LIABILITY

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, or the lien of the insured mortgage, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily admitted or assumed by an insured without prior written consent of the Company.

8. REDUCTION OF INSURANCE; TERMINATION OF LIABILITY

All payments under this policy, except payment made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto; provided, however, if the owner of the indebtedness secured by the insured mortgage is an insured hereunder, then such payments, prior to the acquisition of title to said estate or interest as provided in paragraph 2 (a) of these Conditions and Stipulations, shall not reduce pro tanto the amount of the insurance afforded hereunder as to any such insured, except to the extent that such payments reduce the amount of the indebtedness secured by such mortgage.

Payment in full by any person or voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company to an insured owner of the indebtedness secured by the insured mortgage, except as provided in paragraph 2 (a) hereof.

9. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy, as to the insured owner of the estate or interest covered by this policy, shall be reduced by any amount the Company may pay under any policy insuring (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the

amount so paid shall be deemed a payment under this policy. The Company shall have the option to the payment of any such mortgage any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner. This policy. The Company shall have the option to apply the payment of any such mortgage any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

The provisions of this paragraph 9 shall not apply to an owner of the indebtedness secured by the insured mortgage, unless such insured acquires title to said estate or interest in satisfaction of said indebtedness or any part thereof.

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have paid or settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant, except that the owner of the indebtedness secured by the insured mortgage may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness, provided such act occurs prior to receipt by such insured of notice of any claim of title or interest adverse to the title to the estate or interest or the priority of the lien of the insured mortgage and does not result in any loss of priority of the lien of the insured mortgage. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and the Company is hereby authorized and empowered to sue, compromise or settle in its name or in the name of the insured to the full extent of the loss sustained by the Company. If requested by the Company, the insured shall execute any and all documents to evidence the within subrogation. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss, but such subrogation shall be in subordination to an insured mortgage. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall as to such insured claimant be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

11. LIABILITY LIMITED TO THIS POLICY

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby, or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

12. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at its home office at 421 North Main Street, Santa Ana, California, 92701, or to the office which issued this policy.

POLICY OF TITLE INSURANCE



First American Title Insurance Company

HOME OFFICE:

SANTA ANA

CALIFORNIA

SCHEDULE A

Total Fee for Title Search, Examination
and Title Insurance \$ 287.25

Amount of Insurance: \$ 60,000.00✓

Policy No. 107002

Date of Policy: September 12, 1974, at 10:30 a.m.

1. Name of Insured:

THE CITY OF SAN LEANDRO, a municipal corporation

2. The estate or interest referred to herein is at Date of Policy vested in:

THE CITY OF SAN LEANDRO, a municipal corporation

3. The estate or interest in the land described in Schedule C and which is covered by this policy is:

A Fee

File 927
APN 75-172-5

200-111-112
100-111-112

Page 1

THE CITY OF NEW YORK

IN SENATE

January 12, 1911

September 12, 1911 at 10:30 a.m.

100-111-112

100-111-112

100-111-112

100-111-112

100-111-112

100-111-112

SCHEDULE B

This policy does not insure against loss or damage, nor against costs, attorneys' fees or expenses, any or all of which arise by reason of the following:

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.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency 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 the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, 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. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule C, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.
7. 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 the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
8. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records.
9. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not shown by the public records and not otherwise excluded from coverage but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had been a purchaser or encumbrancer for value without knowledge.

Part Two:

A. Taxes for the fiscal year 1974-1975 are not assessed.

NOTE: County and City Taxes for the fiscal year 1973-1974, both installments paid.

NOTE: Computations for the years 1961-1962 are for the period 1961-1962.

Computations for the years 1961-1962 are for the period 1961-1962.

SCHEDULE C

The land referred to in this policy is situated in the State of California, County of Alameda, City of San Leandro and is described as follows:

BEGINNING at a point on the southwestern line of East 14th Street, said line as shown on the plat showing the opening and widening of said street, filed September 5, 1917, in Book 16 of Maps, page 45, in the office of the County Recorder of Alameda County, distant thereon southeasterly 50 feet from the intersection thereof with the southeastern line of Peralta Avenue; running thence southeasterly along said line of East 14th Street, 49 feet to the northwestern line of the parcel of land described in the Deed from Charles H. Carleton and Minnette F. Carleton, his wife, to Earl Cooper, dated February 7, 1946, recorded April 6, 1946, in Book 4865 of Official Records of Alameda County, page 175; thence along the last mentioned line southwesterly 108 feet, more or less, to a point on a line drawn parallel with said line of East 14th Street, and distant 108 feet southwesterly therefrom, measured along said line of Peralta Avenue; thence along said parallel line northwesterly 48 feet, 6 $\frac{1}{2}$ inches; thence parallel with said line of Peralta Avenue northeasterly 108 feet to the point of beginning.

Valencia northwesterly 100 feet to the corner of Redington
and 100 feet S. thence bearing with said line of Redington
line of Redington thence along said bearing line northwesterly
and distant 100 feet northwesterly thence along said
a point on a line drawn bearing with said line of East Main Street
the last mentioned line northwesterly 100 feet more or less to
book of Deed of Records of Alameda County, page 112, thence along
corner of said Redington & 100 feet recorded April 9, 1896, to Book
Charles H. Carleton and Minnette C. Carleton, his wife, to East
western line of the parcel of land described in the deed from
eastern along said line of East Main Street, 100 feet to the north-
with the southerly line of Redington thence south-
west thence southerly 20 feet from the intersection thereof
to the office of the County Recorder of Alameda County, dis-
of said street, dated September 2, 1891, to Book 10 of Maps, page
said line as shown on the plat showing the opening and widening
beginning at a point on the southerly line of East Main Street.

of Alameda, City of San Francisco

California

JAN 28 1975 927

REEL _____ IMAGE _____

Approved as to Form
RICHARD J. MOORE, County Counsel

By _____ Deputy

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

On motion of Supervisor _____, Seconded by Supervisor _____,
and approved by the following vote,

Ayes: Supervisors _____

Noes: Supervisors _____

Excused or Absent: Supervisors _____

THE FOLLOWING RESOLUTION WAS ADOPTED: CANCEL TAXES NUMBER 158493

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

77A-646-1-4 WOP (1974-75) NOT IN book

77A-646-2-3 WOP (1974-75) NOT IN book

★ 75-172-5 ALL (1974-75) 721 E. 14th St.

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

WHEREAS, the City of San Leandro 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 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~~/have 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.

RICHARD J. MOORE
County Counsel for the County of Alameda,
State of California

By T. J. FENNONE
Deputy County Counsel for the County of Alameda,
State of California

File 927
APN 75-172-5

CONSENT OF THE CITY ATTORNEY OF THE CITY OF SAN LEANDRO
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 city 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 those certain deeds duly recorded in the office of the Recorder of Alameda County.

GLENN A. FORBES

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

By LYLE LOPUS

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

I CERTIFY THAT THE FOREGOING IS A COR-
RECT COPY OF A RESOLUTION ADOPTED BY
THE BOARD OF SUPERVISORS, ALAMEDA

COUNTY, CALIFORNIA JAN 28 1975

ATTEST: JAN 28 1975

JACK K. POOL, CLERK OF
THE BOARD OF SUPERVISORS

BY: C. Krummes

elk/

ETK\

BY: [Signature]
THE BOARD OF SUPERVISORS
JACK K. BOGGS, CLERK OF
COUNTY, CALIFORNIA
JAN 28 1912
JAN 28 1912
THE BOARD OF SUPERVISORS, ALAMEDA
COUNTY, CALIFORNIA, DO HEREBY
CERTIFY THAT THE FOREGOING IS A COM-

CERTIFICATE
San Leandro, County of Alameda, State of
California City Attorney for the City of
BY: PAUL ROSS

COUNTY OF ALAMEDA, STATE OF CALIFORNIA
CITY ATTORNEY FOR THE CITY OF SAN LEANDRO,
GIVEN A. ROSS

only recorded in the office of the Recorder of Alameda County.
upon the last property heretofore described, and as shown on those certain deeds
or assessments and benefits of said person, charged or taxed and now a lien
California, hereby consents to the cancellation of all uncollected city taxes
The City Attorney of the City of San Leandro, County of Alameda, State of

COUNTY OF ALAMEDA, STATE OF CALIFORNIA
COMMISSIONER OF THE CITY ATTORNEY OF THE CITY OF SAN LEANDRO

927

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



Office of City Clerk 415-577-3366

October 2, 1974

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 Edward McGurkin and was recorded in the Official Records of the County of Alameda under the County Recorder's Serial No. 74-119342, RE: 3773, IM: 384 on September 12, 1974.

It is requested that your Honorable Board will cancel taxes on the above property.

Attached is a copy of the letter to you from First American Title Company of San Francisco regarding receipt of their check No. 13312 dated September 10, 1974 in the amount of \$304.52. Please accept that check to cover the accrued current real property taxes to the above date of recordation.

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

Very truly yours,

Richard H. West, City Clerk

RHW:rp

CITY OF AN LEANDRO

INTEROFFICE MEMO

TO City Clerk
FROM City Manager's Office
SUBJECT Deed - McGurrian Acquisition (Civic Center Expansion)

DATE October 1, 1974

Attached is the Grant Deed for the property recently acquired from Edward McGurrian, Jr., located at 721, 723 and 725 East 14th Street. This property was acquired as part of the Civic Center Expansion project and was recorded with title vested in the City on September 12, 1974 (Title Ins. & Trst., escrow #SL224936).

Also attached is a letter from First American Title Company of San Francisco stating they sent the check in the amount of \$304.52, to cover accrued taxes to date of recordation, to the Office of the Board of Supervisors, Alameda County. Please mention this fact in your letter to the County requesting cancellation of taxes.


L. E. Riordan

LER:ed
Attachments

cc: Public Works Dept.
Finance Office

RECEIVED
CITY OF SAN LEANDRO

OCT 2 - 1974

RICHARD H. WEST
CITY CLERK

CITY CLERK
RICHARD H. WEST

OCT 8 - 1974

CITY OF SAN LEANDRO
RECEIVED

Finance Office

cc: Public Works Dept.

Attachments

Legal

L. E. Borden

taxes.

Please mention this fact in your letter to the County requesting cancellation of date of recordation, to the Office of the Board of Supervisors, Alameda County, stating they sent the check in the amount of \$304.25, to cover accrued taxes to

Also attached is a letter from First American Title Company of San Francisco title vested in the City on September 15, 1974 (Title Ins. & Trust, escrow #21554430). was acquired as part of the Civic Center Expansion Project and was recorded with Edward McQuinn, Jr., located at 751, 753 and 755 East 14th Street. This property

Attached is the grant deed for the property recently acquired from

Deed - McQuinn Acquisition (Civic Center Expansion)

City Manager's Office

City Clerk

DATE October 1, 1974

INTEROFFICE MEMO

CITY OF SAN LEANDRO

CITY OF SAN LEANDRO

927

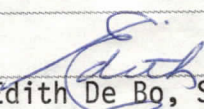
INTEROFFICE MEMO

TO City Clerk
FROM City Manager's Office
SUBJECT Certificate of Acceptance--McGurrin Property--Civic Center Development (Esc. #224936)

DATE June 20, 1974

Please prepare a signed but undated certificate of acceptance for the acquisition of the McGurrin property located at 721, 723 and 725 East 14th Street. This acquisition was approved by the City Council on May 6, 1974.

Please send the certificate to this office so that it can be sent to the Title Company along with our letter of instructions. Thank you.


Edith De Bo, Secty to
the Asst. City Mgr.

6/20/74 - attached RHW 

RECEIVED
CITY OF SAN LEANDRO

JUN 20 1974

RICHARD H. WEST
CITY CLERK

CITY OF SAN LEANDRO

INTEROFFICE MEMO

DATE June 20, 1974

TO City Clerk

FROM City Manager's Office

SUBJECT Certificate of Acceptance--McGurriin Property--Civic Center Development (Esc. #224936)

Please prepare a signed but undated certificate of acceptance for the acquisition of the McGurriin property located at 721, 723 and 725 East 14th Street. This acquisition was approved by the City Council on May 6, 1974. Please send the certificate to this office so that it can be sent to the Title Company along with our letter of instructions. Thank you.

Edith De No. Secy to
the Asst. City Mgr.

6/20/74 - attached RMW

RECEIVED
CITY OF SAN LEANDRO

JUN 20 1974

RICHARD H. WEST
CITY CLERK

10.7002
RANCHO de
SAN
ANTONIO

