

RECORDING REQUESTED BY
TITLE INSURANCE & TRUST
SL-201897

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

RE:3296 IM:707
001

AND WHEN RECORDED MAIL TO

DEC 12 1972

72-167249

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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

Name
SAME AS ABOVE
Street Address
City & State

DOCUMENTARY TRANSFER TAX \$ None
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING AT TIME OF SALE.
TITLE INS. & TRUST CO. *Ruth J. Holder*
Signature of Declarant or Agent determining tax. Firm Name

Grant Deed

TO 405.1 CA (1-70)

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
DOLORES PESTANA, JOSEPH VALDEZ, JUANITA PINA, CARMEN THATCHER,
TONY VALDEZ AND ISABEL CASTRO
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:

PORTION OF BLOCK 35, AS SAID BLOCK IS SHOWN ON THE "MAP OF THE TOWN
OF SAN LEANDRO, COUNTY SEAT OF ALAMEDA COUNTY", FILED FEBRUARY 27,
1855, IN BOOK 1 OF MAPS AT PAGE 19, IN THE OFFICE OF THE COUNTY
RECORDER OF ALAMEDA COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERN LINE OF RAMON STREET
WITH THE EASTERN LINE OF SAN LEANDRO BOULEVARD, FORMERLY ESTUDILLO
STREET, AS SAID STREETS ARE SHOWN ON SAID MAP; AND RUNNING THENCE
EASTERLY ALONG SAID LINE OF RAMON STREET 150 FEET; THENCE PARALLEL
WITH SAID LINE OF SAN LEANDRO BOULEVARD NORTHERLY 110 FEET; MORE OR
LESS TO THE CENTER OF SAN LEANDRO CREEK, AS SAID CREEK IS SHOWN ON
SAID MAP; THENCE ALONG SAID CENTER LINE OF SAN LEANDRO CREEK WESTERLY
TO SAID EASTERN LINE OF SAN LEANDRO BOULEVARD; AND THENCE ALONG SAID
LAST NAMED LINE SOUTHERLY 110 FEET, MORE OR LESS, TO THE POINT OF
BEGINNING.

Dated November 21, 1972

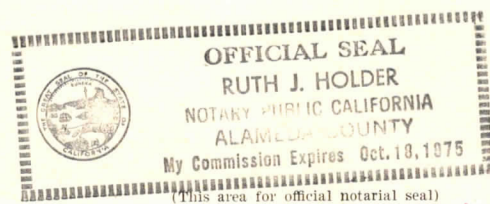
x *Dolores Pestana*
Dolores Pestana
x *Juanita Pina*
Joseph Valdez
x *Joseph Valdez*
Juanita Pina
x *Carmen Thatcher*
Carmen Thatcher
x *Tony Valdez*
Tony Valdez
x *Isabel Castro*
Isabel Castro

STATE OF CALIFORNIA }
COUNTY OF Alameda } ss.

On December 8, 1972 before me, the under-
signed, a Notary Public in and for said State, personally appeared
Dolores Pestana, Joseph Valdez,
Juanita Pina, Carmen Thatcher,
Tony Valdez and Isabel Castro

known to me
to be the persons whose names are subscribed to the within
instrument and acknowledged that they executed the same.
WITNESS my hand and official seal.

Signature *Ruth J. Holder*
Ruth J. Holder
Name (Typed or Printed)



Title Order No. _____ Escrow or Loan No. File 878
APN 75-36-41



72-167249

GRANT DEED



Title Insurance
and
Trust Company

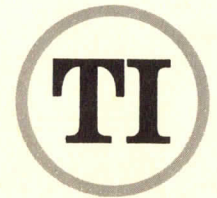
COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL

GRANT DEED



Title Insurance
and
Trust Company

COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL

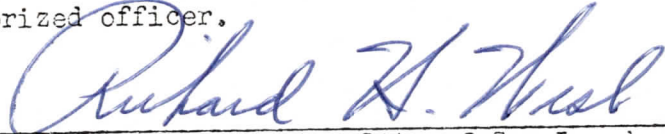


RE:3296 IM:708

72-167249

This is to certify that the interest in real property conveyed by Deed or Grant, dated November 21, 1972, from Dolores Pestana, Joseph Valdez, Juanita Pina, Carmen Thatcher, Tony Valdez and Isabel Castro to the City of San Leandro, a municipal corporation, is hereby accepted on behalf of the City Council of the City of San Leandro, pursuant to authority conferred by Resolution of the City Council adopted on June 19, 1961, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: Dec 11, 1972



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

**SEND THIS PART
with payment of
2ND INSTALLMENT**

TRACER	LIST	CODE AREA	MAP	BLOCK	PARCEL	SUB
447784		10-001	75	36	41	

PROPERTY LOCATION →
**PESTANA DOLORES ETAL
 950 SAN LEANDRO BL
 SAN LEANDRO CALIF 94577**

\$435.17

ASSESSOR'S
VALUATIONS

LAND/IMPROVEMENTS	PERS. PROPERTY
\$ 8650	\$
\$	\$ 8650
EXEMPTIONS	NET TOTAL

2ND INSTALLMENT PAYMENT CANNOT BE
ACCEPTED UNLESS 1ST INSTALLMENT IS PAID.

2 **ND INSTALLMENT**
 MAKE CHECK PAYABLE TO: **FRANK M. KRAUSE**
 TAX COLLECTOR, 1221 OAK ST., OAKLAND, CA. 94612

**6% PENALTY
AND \$3.00 COST
IF PAID
AFTER APR. 10**

FISCAL YEAR
1972-1973

YOUR CANCELLED CHECK IS YOUR BEST RECEIPT
 If you need an additional receipt, you must check box and enclose
 self-addressed return envelope.

72 - 73 2
8 447784

DO NOT DETACH
75 36 41

MAP BLOCK PARCEL SUB
1 \$ 435.17

2 PAY THIS AM'T →

**DETACH and KEEP
NOT A
TAX BILL**

DETACH HERE
 STATEMENT OF PROPERTY TAXES, 1972 - 1973
 ALAMEDA COUNTY SECURED ROLL, FISCAL YEAR, JULY 1, 1972 TO JUNE 30, 1973
FRANK M. KRAUSE, TAX COLLECTOR
 1221 OAK ST., OAKLAND, CALIF. 94612

**PESTANA DOLORES ETAL
 950 SAN LEANDRO BL
 SAN LEANDRO CALIF 94577**

**SALE NO. IF
SOLD FOR TAXES**

SEE REVERSE SIDE NO. 10

SAME AS ABOVE
 ASSESSED OWNER ON MARCH 1, 1972

LOCATION OF PROPERTY
950 SAN LEANDRO BL

\$ 6900	\$ 1750	\$	\$	\$	\$	\$	\$	\$
LAND	IMPROVEMENTS	PERS. PROPERTY	EXEMPTIONS SEE REVERSE SIDE NO. 11	NET TOTAL	RATE PER \$100	LEGEND		
				8650	9.612			
				8650	.450			13

VALUATIONS
ESTABLISHED
BY COUNTY
ASSESSOR

ASSESSED VALUES (25% OF FULL CASH VALUE)		REFERENCE NUMBER	
FULL CASH VALUE		DESCRIPTION BY ASSESSOR'S MAP	
\$ 34600	\$	447784	10-001 75 36 41
LAND/IMPROVEMENTS	PERS. PROPERTY	TRACER	LIST CODE AREA MAP BLOCK PARCEL SUB



Title Insurance and Trust Company

P.O. BOX 2069

OAKLAND, CALIFORNIA 94604

DATE 12-12-72 BB

OUR NO. SL 201897

ATTENTION R. HOLDER

YOUR NO. CORP. YARD EXP.

CITY OF SAN LEANDRO
 CITY MANAGERS OFFICE
 CIVIC CENTER
 835 EAST 14TH STREET
 SAN LEANDRO, CALIFORNIA 94577

AMT. ENCLOSED \$ _____

PLEASE ENCLOSE THIS STUB WITH YOUR REMITTANCE

DATE	DESCRIPTION	CHARGES	CREDITS	BALANCE
	TITLE POLICY	312.50		
	PRO-RATION OF TAXES	45.98		
	LESS CREDIT ON RENT		101.27	257.21

Title Insurance and Trust Company



Title Insurance and Trust Company

P. O. Box 636, San Leandro, California 94577

.City of San Leandro
.City Manager's Office
.835 E. 14th Street
.San Leandro, California 94577

Our No. SL-201897

Your No. Parcel 75-36-41

Date December 18, 1972

We are sending you the items checked below:

- Receipted tax bill which has served our purpose, 1st Installment 72-73.
- Copy of covenants, conditions and restrictions ordered by you.
- Escrow Instructions dated
- Preliminary Title Report dated as of
- Recorded instrument which you sent to us for examination.
- Plat to be used with the order number shown above.
- Policy of Title Insurance per your instructions.
-



Ruth J. Holder
Escrow or Title Officer

SCHEDULE A

Premium \$312.50

Amount \$ 38,800.00
SL-35,4

Effective Date DECEMBER 12, 1972
AT 9:00 A.M.

Policy No. SL-201897

I N S U R E D

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. The City of San Leandro shall not be liable for any loss or damage by reason of the following:
- 2. Uninsured motor vehicles, including any person or any other person who is a driver of such vehicle, and any other person who is a driver of such vehicle.
- 3. Uninsured motor vehicles, including any person or any other person who is a driver of such vehicle, and any other person who is a driver of such vehicle.
- 4. Uninsured motor vehicles, including any person or any other person who is a driver of such vehicle, and any other person who is a driver of such vehicle.
- 5. Uninsured motor vehicles, including any person or any other person who is a driver of such vehicle, and any other person who is a driver of such vehicle.
- 6. Uninsured motor vehicles, including any person or any other person who is a driver of such vehicle, and any other person who is a driver of such vehicle.

ARTICLE I

The City of San Leandro does not insure against loss or damage by reason of the following:

SCHEDULE B

The City of San Leandro, a municipal corporation, is authorized to borrow money and to incur indebtedness in the amount of \$1,000,000.00 for the purpose of financing the construction of a new municipal building.

THE CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION

This is the sum of interest covered by this policy at the date hereof is hereby:

THE CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION

Amount: \$ 1,000,000.00

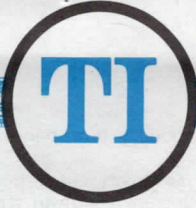
Date: DECEMBER 13, 1975

Policy No. 25-30180A

Premium \$113.20

SCHEDULE A

878



TO 1012 FC (5-72)
California Land Title Association
Standard Coverage Policy Form
Copyright 1963

POLICY OF TITLE INSURANCE

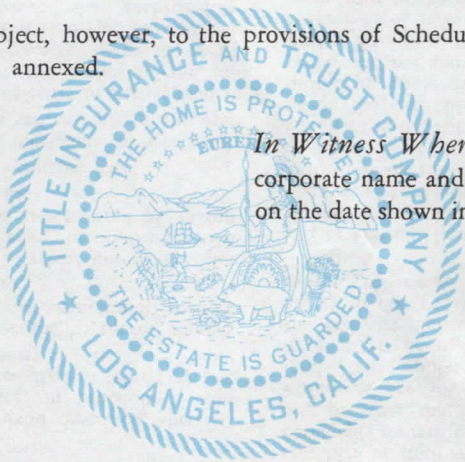
ISSUED BY

Title Insurance and Trust Company

Title Insurance and Trust Company, a California corporation, herein called the Company, for a valuable consideration paid for this policy, the number, the effective date, and amount of which are shown in Schedule A, hereby insures the parties named as Insured in Schedule A, the heirs, devisees, personal representatives of such Insured, or if a corporation, its successors by dissolution, merger or consolidation, against loss or damage not exceeding the amount stated in Schedule A, together with costs, attorneys' fees and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

1. Any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule C, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage in Schedule B or in the Conditions and Stipulations; or
2. Unmarketability of such title; or
3. Any defect in the execution of any mortgage shown in Schedule B securing an indebtedness, the owner of which is named as an Insured in Schedule A, but only insofar as such defect affects the lien or charge of said mortgage upon the estate or interest referred to in this policy; or
4. Priority over said mortgage, at the date hereof, of any lien or encumbrance not shown or referred to in Schedule B, or excluded from coverage in the Conditions and Stipulations, said mortgage being shown in Schedule B in the order of its priority;

all subject, however, to the provisions of Schedules A, B and C and to the Conditions and Stipulations hereto annexed.



In Witness Whereof, Title Insurance and Trust Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Title Insurance and Trust Company

by *George B. Garber*
PRESIDENT

Attest *John J. Egan*

SECRETARY
File 878
APN 75-36-41

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 B — (Continued)

PART II

1. GENERAL AND SPECIAL COUNTY AND CITY TAXES FOR THE FISCAL YEAR
1972-73,
LAND VALUATION : \$6,900.00
IMPROVEMENT VALUATION: \$1,750.00
1ST INSTALLMENT : \$435.17 PAID
2ND INSTALLMENT : \$435.17 PAYABLE
ACCOUNT NO. : 75-36-41 ✓
CODE AREA NO. : 10001

2. ANY ADVERSE CLAIM BASED UPON THE ASSERTION THAT SOME PORTION OF
SAID LAND IS TIDE OR SUBMERGED LANDS, OR HAS BEEN CREATED BY
ARTIFICIAL MEANS OR HAS ACCRETED TO SUCH PORTION SO CREATED.

ARTIFICIAL MEANS OR HAS ACCRUED TO SUCH PORTION SO CREATED.
Said fund is like or submerged funds, or has been created by
3. via adverse claim based upon the assertion that some portion of

CODE AREA NO.	:	10001
ACCOUNT NO.	:	12-20-01
3RD INSTALLMENT	:	2022.12
721 INSTALLMENT	:	2022.12
INVOLVEMENT AMOUNT	:	01,122.00
FUND AMOUNT	:	20,000.00
1022-12	:	

1. GENERAL AND SPECIFIC COUNTY AND CITY TAXES FOR THE FIRST YEAR

PAGE 11

SCHEDULE B - (Continued)

TO 1012-1, 1056, 1013-C5 (5-70)
American Land Title Association Loan Policy-1970
With ALTA Endorsement - Form 1 Coverage.

or
American Land Title Association Owner's Policy
Form B-1970

or
California Land Title Association
Standard Coverage Policy-1963

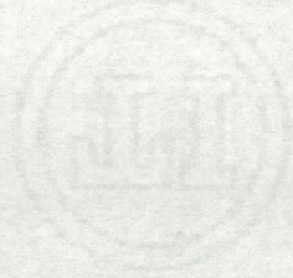
SCHEDULE C

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:

PORTION OF BLOCK 35, AS SAID BLOCK IS SHOWN ON THE "MAP OF THE TOWN
OF SAN LEANDRO, COUNTY SEAT OF ALAMEDA COUNTY", FILED FEBRUARY 27,
1855, IN BOOK 1 OF MAPS AT PAGE 19, IN THE OFFICE OF THE COUNTY
RECORDER OF ALAMEDA COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERN LINE OF RAMON STREET
WITH THE EASTERN LINE OF SAN LEANDRO BOULEVARD, FORMERLY ESTUDILLO
STREET, AS SAID STREETS ARE SHOWN ON SAID MAP; AND RUNNING THENCE
EASTERLY ALONG SAID LINE OF RAMON STREET 150 FEET; THENCE PARALLEL
WITH SAID LINE OF SAN LEANDRO BOULEVARD NORTHERLY 110 FEET; MORE
OR LESS TO THE CENTER OF SAN LEANDRO CREEK, AS SAID CREEK IS SHOWN
ON SAID MAP; THENCE ALONG SAID CENTER LINE OF SAN LEANDRO CREEK
WESTERLY TO SAID EASTERN LINE OF SAN LEANDRO BOULEVARD; AND THENCE
ALONG SAID LAST NAMED LINE SOUTHERLY 110 FEET, MORE OR LESS, TO THE
POINT OF BEGINNING.



POINT OF BEGINNING
 ALONG SAID FIRST NAMED LINE SOUTHERLY 110 FEET MORE OR LESS TO THE
 WESTERLY TO SAID EASTERN LINE OF SAID TOWN OF BOWLING GREEN AND THENCE
 ON SAID MAP THENCE ALONG SAID CENTER LINE OF SAID TOWN OF BOWLING GREEN
 OF LESS TO THE CENTER OF SAID TOWN OF BOWLING GREEN AS SAID CREEK IS SHOWN
 WITH SAID LINE OF SAID TOWN OF BOWLING GREEN NORTHERLY 110 FEET MORE
 EASTERLY ALONG SAID LINE OF SAID TOWN OF BOWLING GREEN 120 FEET THENCE SOUTHERLY
 120 FEET AS SAID STREETS ARE SHOWN ON SAID MAP AND BEGINNING THENCE
 WITH THE EASTERN LINE OF SAID TOWN OF BOWLING GREEN FORMERLY ESTABLISHED
 BEGINNING AT THE INTERSECTION OF THE NORTHERN LINE OF SAID TOWN OF BOWLING GREEN

ORDER OF VERNER COUNTY DESCRIBED AS FOLLOWS:
 1002 IN BOOK 1 OF MAPS AT PAGE 13 IN THE OFFICE OF THE COUNTY
 OF SAID TOWN OF BOWLING GREEN COUNTY SEAL OF VERNER COUNTY SITED BOWLING GREEN
 POSITION OF BLOCK 13 AS SAID BLOCK IS SHOWN ON THE MAP OF THE TOWN

COUNTY OF VERNER CITY OF SAID TOWN OF BOWLING GREEN DESCRIBED AS FOLLOWS:
 THE SAID REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA

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

SCHEDULE C

Division of Land Management
 California State Lands Commission
 1980-1981
 10/11/81 1089 1013-C7 (240)

Division of Land Management
 California State Lands Commission
 1980-1981
 10/11/81 1089 1013-C7 (240)

INDORSEMENT

ATTACHED TO POLICY NO. **SL-201897**

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

CONDITIONS AND STIPULATIONS (Continued and Concluded From Reverse Side of Policy Face)

the full amount of this policy, together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder. In the event, after notice of claim has been given to the Company by the Insured, the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

7. PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed, in all, the actual loss of the Insured and costs and attorneys' fees which the Company may be obligated hereunder to pay.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon the Insured in litigation carried on by the Company for the Insured, and all costs and attorneys' fees in litigation carried on by the Insured with the written authorization of the Company.

(c) No claim for damages shall arise or be maintainable under this policy (1) if the Company, after having received notice of an alleged defect, lien or encumbrance not excepted or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Insured in settling any claim or suit without written consent of the Company, or (3) in the event the title is rejected as unmarketable because of a defect, lien or encumbrance not excepted or excluded in this policy, until there has been a final determination by a court of competent jurisdiction sustaining such rejection.

(d) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto and 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; provided, however, if the owner of

an indebtedness secured by a mortgage shown in Schedule B is an Insured herein then such payments shall not reduce pro tanto the amount of the insurance afforded hereunder as to 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 by the Insured of a mortgage covered by this policy shall terminate all liability of the Company to the insured owner of the indebtedness secured by such mortgage, except as provided in paragraph 2 hereof.

(e) When liability has been definitely fixed in accordance with the conditions of this policy the loss or damage shall be payable within thirty days thereafter.

8. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of this policy is reduced by any amount the Company may pay under any policy insuring the validity or priority of any mortgage shown or referred to in Schedule B hereof or any mortgage hereafter executed by the 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 to the Insured under this policy. The provisions of this paragraph numbered 8 shall not apply to an Insured owner of an indebtedness secured by a mortgage shown in Schedule B unless such Insured acquires title to said estate or interest in satisfaction of said indebtedness or any part thereof.

9. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the Insured, and it shall be subrogated to and be entitled to all rights and remedies which the Insured would have had against any person or property in respect to such claim had this policy not been issued. If the payment does not cover the loss of the Insured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If

loss should result from any act of the Insured, such act shall not void this policy, but the Company, in that event, shall 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. The Insured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Insured in any transaction or litigation involving such rights or remedies.

If the Insured is the owner of the indebtedness secured by a mortgage covered by this policy, such Insured 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 mortgage, or release any collateral security for the indebtedness, provided such act does not result in any loss of priority of the lien of the mortgage.

10. POLICY ENTIRE CONTRACT

Any action or actions or rights of action that the Insured may have or may bring against the Company arising out of the status of the lien of the mortgage covered by this policy or the title of the estate or interest insured herein must be based on the provisions of this policy.

No provision or condition of this policy can be waived or changed except by writing endorsed hereon or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

11. 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 the office which issued this policy or to its Home Office, 433 South Spring Street, Los Angeles, California 90051.

12. THE PREMIUM SPECIFIED IN SCHEDULE A IS THE ENTIRE CHARGE FOR TITLE SEARCH, TITLE EXAMINATION AND TITLE INSURANCE.



Title Insurance and Trust Company



POLICY
OF
TITLE
INSURANCE

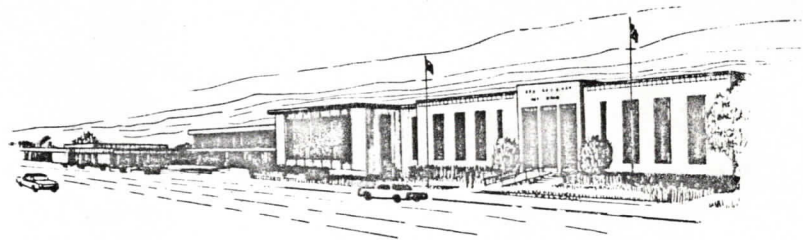
*Providing direct title services or referral
services throughout the United States and
the territory of Guam, Commonwealth of
Puerto Rico and U. S. Virgin Islands.*



Title Insurance
and
Trust Company



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



Office of City Clerk 415-638-4100

December 26, 1972

The Honorable Board of Supervisors
County of Alameda
1221 Oak Street
Oakland, California

Subject: Tax Cancellation

Gentlemen:

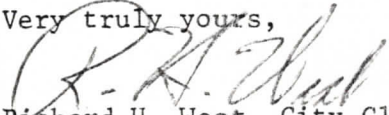
The City Council of the City of San Leandro has adquired fee title to the real property described in the attached legal description, and all improvements thereon.

Title was taken by Deed from Dolores Pestana, Joseph Valdez, Juanita Pina, Carmen Thatcher, Tony Valdez and Isabel Castro recorded in the Official Records of the County of Alameda under the County Recorder's Serial No. 72-167249, RE: 3296 IM: 707 on December 12, 19 72.

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

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

147056

THE FOLLOWING RESOLUTION WAS ADOPTED: CANCEL TAXES NUMBER

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):

75-36-41 [✓] ALL (1972-73) (*Osborn Postans*) 950 *1/2 Block*

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.

I CERTIFY THAT THE FOREGOING IS A CORRECT COPY OF A RESOLUTION ADOPTED BY THE BOARD OF SUPERVISORS ALAMEDA

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

COUNTY, CALIFORNIA FEB 13 1973

ATTEST: FEB 13 1973
JACK K. POOL, CLERK OF THE BOARD OF SUPERVISORS

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

BY: *Shirley Bert*

File 878
APN 75-36-41

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 of costs thereon, charged or levied and now a lien upon the real property hereinabove described, and as shown on that certain deed duly recorded in the office of the Recorder of Alameda County.

GLENN A. FORBES

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

By CANTER J. STANOND

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

25% COTTON FIBER

Warrant of Arrest



County of ... State of ...
I, the undersigned, Clerk of the Court, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the files of the Court.

Witness my hand and the seal of the Court at ...
this ... day of ... 19...

of the ... of ...
...
...
...
The ... of the ... of the ...

...
...
...

25% COTTON FIBER

MAR 14 1973

CITY OF SAN LEANDRO

City of City of San Leandro
Approved as to Form
ARD MOORE, County Counsel

By _____ Deputy

REEL _____ IMAGE _____

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:

NUMBER 147484

REFUND TAXES

Handwritten initials and signature

WHEREAS, this Board of Supervisors is in receipt of the following communication from the Auditor-Controller:

TO: JACK K. POOL, CLERK,
BOARD OF SUPERVISORS
FROM: DONALD M. PARKIN, AUDITOR-CONTROLLER
* SUBJECT: I.D.C. 5299 - CITY OF SAN LEANDRO,
REQUEST FOR REFUND
DATE: MARCH 5, 1973

Cancellation of taxes on Account Number 75-36-41 ALL (1972-73) pursuant to Board of Supervisors Resolution No. 174056 will result in a refund of \$44.13 being due, since the first installment is paid.

Therefore, it is recommended that a refund of \$44.13 be allowed as provided by Section 5096.3 of the Revenue and Taxation Code.

By: /s/ Ben Morita
Ben Morita
Deputy Auditor

and

WHEREAS, it satisfactorily appears to this Board that the City of San Leandro is entitled to a refund of taxes in the amount hereinabove shown on the above-described real property, pursuant to the provisions of Section 5096.3 of the Revenue and Taxation Code of the State of California;

NOW, THEREFORE, BE IT RESOLVED that the following taxes paid by the following taxpayer be and they are hereby ordered refunded; that the Auditor-Controller of the County of Alameda be and he is hereby authorized and directed to draw his warrant in favor of said taxpayer for said amount of taxes paid, and the County Treasurer be and he is hereby authorized and directed to pay the same when presented for payment:

<u>NAME</u>	<u>ADDRESS</u>	<u>ACCOUNT NO.</u>	<u>FISCAL YEAR</u>	<u>AMOUNT</u>
City of San Leandro	Civic Center 835 East 14th Street San Leandro, California 94577	75-36-41 (10-001)	1972-73	\$44.13 3/16/73

* no check with this per M. J.

I CERTIFY THAT THE FOREGOING IS A
DIRECT COPY OF A RESOLUTION ADOPTED BY
THE BOARD OF SUPERVISORS ALAMEDA
COUNTY, CALIFORNIA. MAR 13 1973

ATTEST: MAR 13 1973
JACK K. POOL, CLERK OF
THE BOARD OF SUPERVISORS

BY: *Virginia Colloren*

CITY ATTORNEY'S OFFICE
MAR 14 1973
CITY OF SAN LEANDRO

878

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



Office of City Clerk 415-638-4100

February 5, 1973

The Honorable Board of Supervisors
County of Alameda
1221 Oak Street
Oakland, California

Subject: Tax Cancellation

Gentlemen:

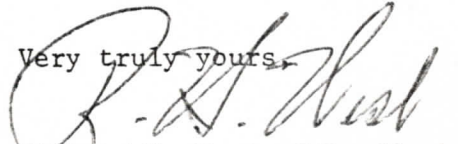
The City Council of the City of San Leandro has acquired fee title to the real property described in the attached legal description, and all improvements thereon.

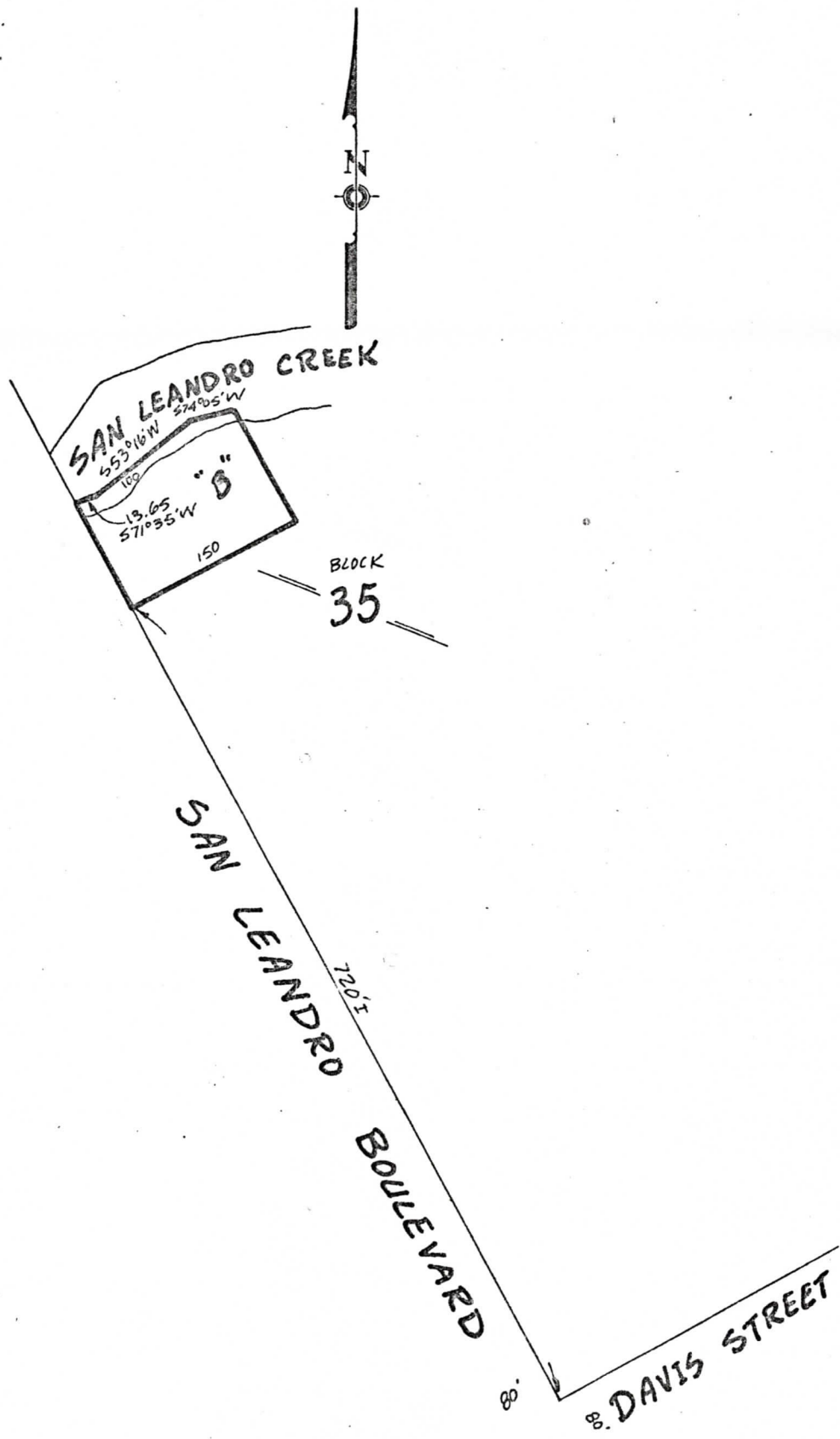
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It is requested that your Honorable Board will:

1. () 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. (x) 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 \$45.98.

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

Very truly yours,

Richard H. West, City Clerk



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.

298

CITY OF SAN LEANDRO ENGINEERING DIVISION

BY GG. DATE 1-4-73

SUBJECT CORPORATION YARD

SHEET NO. 1 OF 1

CHKD. BY ME DATE 1-4-73

EXPANSION - 950 SAN

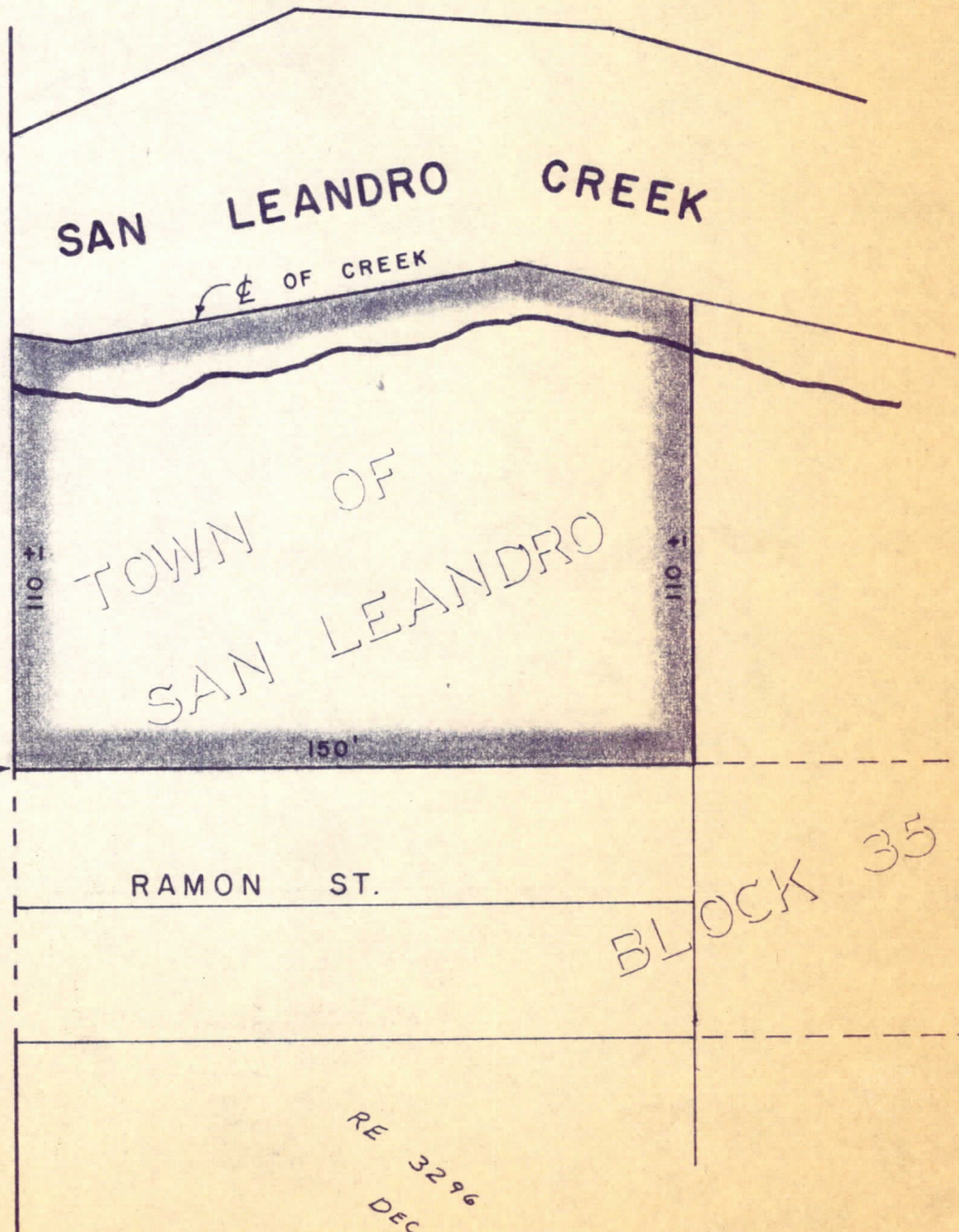
JOB NO.

LEANDRO BLVD. PESTANA, et al

Scale 1" = 40'



SAN LEANDRO BLVD.



RE 3296 IM 707
DEC 12, 1972

INDICATES PARCEL