RECORDING REQUESTED BY TITLE INSURANCE & TRUST CO. SL-194774

AND WHEN RECORDED MAIL TO

THE CITY OF SAN LEANDRO CITY MANAGERS OFFICE 835 E. 14TH STREET SAN LEANDRO, CALIFORNIA

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

13- 97691

RE:3467 IM:603

JUL 1 9 1973

OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA JACK G. BLUE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO CITY OF SAN LEANDRO

CITY MANAGERS OFFICE 835 E. 14TH STREET SAN LEANDRO, CALIFORNIA 94577 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,

94577

ERNEST I. PROIETTI AND VIOLET PROIETTI, HIS WIFE, hereby GRANT(S) to THE CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION

the following described real property in the ALAMEDA,

SAN LEANDRO, , State of California:

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

Dated	JUNE 18, 1973				
Dated					
STATE OF CA	Alameda (SS.				
On Ju	before me, the under-				
signed, a Notary Public in and for said State, personally appeared Ernest I. Proietti and					
	Proietti				
	, known to me				
to be the perso	n's whose name s are subscribed to the within				
	acknowledged that they executed the same.				
	hand and official seal.				
Signature	Buth J Nolder				
I	Ruth J. Holder				

Name (Typed or Printed)

DOCUMENTARY TRANSFER TAX IS S. NONE

( ) COMPUTED ON FULL VALUE OF PROPERT COMPUTED OF Ernest, I. Violet Proietti

THE UNDERSIGNED GRANTOR(S) DECL

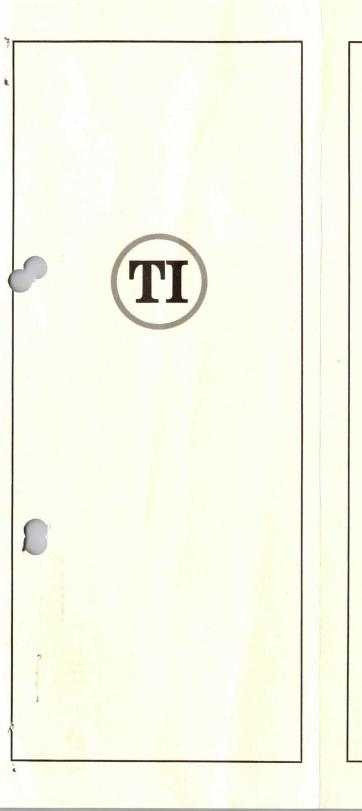
OFFICIAL SEAL

RUTH J. HOLDER

NOTARY PUBLIC CALIFORNIA
ALAMEDA COUNTY
My Commission Expires Oct. 18, 1975

(This area for official notarial seal)

Escrow or Loan No. Title Order No.



**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



73- 97691

RE:3467 IM:604

This is to certify that the interest in real property conveyed by Deed or Grant, dated June 18, 1973 , from ERNEST I. PROIETTI AND

VIOLET PROIETTI, his wife 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 18, 1973

Richard H. West

City Clerk of the City of San Leandro

TITLE INSURANCE & TRUST CO. SL-194774

EXHIBIT "A"



RE:3467 IM:605

REAL PROPERTY IN THE CITY OF SAN LEANDRO, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED FROM ERNEST I. PROIETTI AND VIOLET PROIETTI, HIS WIFE, TO ERNEST I. PROIETTI AND VIOLET PROIETTI, HIS WIFE, AS JOINT TENANTS, DATED MARCH 27, 1963 AND RECORDED APRIL 1, 1963 ON REEL 842 AT IMAGE 784, ALAMEDA COUNTY RECORDS, AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN SAID DEED, SAID CORNER BEING ON THE SOUTHWEST LINE OF EAST 14TH STREET (100.00 FEET WIDE) AT ITS INTERSECTION WITH THE NORTHEASTERLY PROLONGATION OF THE NORTHWEST LINE OF TRACT 804 AS SHOWN ON THE MAP OF TRACT 804, FILED SEPTEMBER 26, 1947 IN BOOK 11 OF MAPS AT PAGE 28, ALAMEDA COUNTY RECORDS; THENCE ALONG THE SAID SOUTHWEST LINE OF EAST 14TH STREET SOUTH 46° 36' 32" EAST 30.00 FEET (SOUTH 46° 36' 32" EAST BEING TAKEN AS THE BEARING OF SAID SOUTHWEST LINE FOR THE PURPOSE OF THIS DESCRIPTION) TO A POINT OF CUSP WITH A TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 90° 00' 00"; THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG SAID CURVE A DISTANCE OF 47.12 FEET TO A POINT OF CUSP WITH A TANGENT LINE BEING THE NORTHWEST LINE OF THE PARCEL OF LAND DESCRIBED IN SAID DEED; THENCE ALONG LAST SAID LINE NORTH 43° 23' 28" EAST 30.00 FEET TO THE BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 193 SQUARE FEET, MORE OR LESS.

- arear ginger wall

RE:3554 IM:17 RECORDING REQL DBY AND MAIL TO 73-153053 GLENN A. FORBES, City Attorney 1 CARTER J. STROUD, Asst. City Attorney RECORDED City Hall, 835 E. 14th Street 2 San Leandro, CA 94577 1973 NOV 15 PM 4: 31 3 638-4100 JACK G. BLUE RECORDER 4 Attorneys for Plaintiff LAMEDA COUNTY, CALIF. CITY ATTORNEY'S OFFICE 5 NOV 2 9 1973 6 CITY OF SAN LEANDRO RECEIVED CITY OF SAN LEANDRO 7 SUPERIOR COURT OF THE STATE OF CALIFORNIA 8 NOV 2 9 1973 FOR THE COUNTY OF ALAMEDA 9 RICHARD H. WES 10 CITY CLERK CITY OF SAN LEANDRO, a municipal 11 corporation, 12 No. 431706 Plaintiff, 13 14 ERNEST I. PROIETTI and VIOLET PROIETTI, RELEASE OF husband and wife, and DOE ONE to DOE TEN, 15 LIS PENDENS inclusive, ORO LOMA SANITARY DISTRICT, a body politic, J. LESTER MILLER, MELVIN H. 16 JOHNSON, NUCLEUS BUILDING LOAN ASSOCIATION, 17 a California corporation, Defendants. 18 19 Dismissal of the above-entitled action having been filed on 20 /5 , 1973, plaintiff hereby releases defendants ERNEST I. PROIETTI 21 and VIOLET PROIETTI, husband and wife, ORO LOMA SANITARY DISTRICT, a body 22 politic, J. LESTER MILLER, MELVIN H. JOHNSON, NUCLEUS BUILDING LOAN ASSOCIATION, 23 a California corporation, and that parcel of property described in 'EXHIBIT B" 24 filed January 15, 1973 and recorded on Reel 3320, Image 312, in the Office of 25

Dated: November 15, 1973.

26

27

28

thereon.

the County Recorder of Alameda County, California, from the lis pendens filed

Carter J. Stroud, Asst. City Attorney Attorney for Plaintiff

### 28 Dated: November /5 , 1973. thereon. the County Recorder of Alameda County, California, from the lis pendens filed. 26 filled January 15, 1973 and recorded on Reel 3320, Image 312, in the Office of 32 a California corporation, and that parcel of property described in EXHIBIT B" 24 politic, J. LESTER MILLER, MELVIN H. JOHNSON, NUCLEUS BUILDING LOAN ASSOCIATION, and VIOLET PROIETIL, husband and wife, ORO LOMA SANITARY DISTRICT, a body 22 , 1973, plaintiff hereby releases defendants ERNEST 1, PROTETTI 21 20 Dismissal of the above-entitled action having been filed on Ta 18 Defendants a California corporation, JOHNSON, NUCLEUS BUILDING LOAN ASSOCIATION, body politic, J. LESTER MILLER, MELVIN H. TE inclusive, ORO LOMA SANITARY DISTRICT, a husband and wife, and DOE ONE to DOE TEN, 15 RELEASE OF ERMEST I. PROIETTI and VIOLET PROIELLIL, 13 Plaintiff, No. 431706 13 corporation, CITY OF SAN LEANDRO, a mundcipal H CHA GEEKK 8 FOR THE COUNTY OF ALAMEDA 8 SUPERIOR COURT OF THE STATE OF CALIFORNIA N. CITY OF SAN LEANDRO 6 NOV 29 1973 2 MERWIND PORMER CVCI CITY ATTORNEY'S OFFICE Attorneys for Plaintiff WHEN O' BLUE RECORDER IS A IN STRONGS 638-4100 San Leandro, CA 94577 City Hall, 835 F. 14th Street RECORDED CARTER J. STROUD, Asst. City Attorney GLENN A. FORBES, CLty Attorney SECONDING ME OF

Attorney for Plaintiff

Carter J. Stroud, Asst. City Attorney

RE:3554 IM:175

73-153053

STATE OF CALIFORNIA) COUNTY OF ALAMEDA )

On this 15th day of November

OFFICIAL SEAL RICHARD H. WEST NOTARY PUBLIC — CALIFORNIA PRINCIPAL OFFICE IN THE COUNTY OF ALAMEDA

My Commission Expires Jan. 3, 1977

in the year one thousand nine hundred and seventy-three, before me, Richard H. West, a Notary Public, State of California, duly commissioned and sworn, personally appeared

Carter J. Stroud

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Alameda the day and year in this certificate first above written.

Richard H. West, Notary Public, State of California My Commission Expires January 3, 1977



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. Garler PRESIDENT

Attest John Laga

SECRETARY

### CONDITIONS AND STIPULATIONS

#### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "land": the land described, specifically or by reference, in Schedule C and improvements affixed thereto which by law constitute real property;
- "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 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

- (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 com-menced 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 In-sured 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 which the Company snall or may be hable 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 to the policy unless action shall be 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 COMPRO-MISE 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

TO 1012-1 AB C California Land Title Association Standard Coverage Policy—1963

#### SCHEDULE A

Premium \$56.50

Amount \$ 1,100.00

Effective Date

JULY 19, 1973 AT 9:00 A.M. INSURED

Policy No. SL-194774 TRACT 804 ARB 9

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

- 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.
- 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.

10 1212-1 A8 C Californie Land Lille Association Standard Coverage Folicy-1263 SCHEDOFEY

Premium \$56.50

Policy No S1-194774 TRACT 804 ARB 9

Amount \$ 1,100.00

Effective JULY 19, 1973 Dete AT 9:00 A.M.

THE CITY OF SAN LEMIDRO, A MUNICIPAL CORPORATION

1. Title to the estate or interest covered by this policy at the date hereof is vested but

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 free.

#### SCHEDULE B

This policy does not hisnre egainst loss or damage by reason of the following:

#### PART 1

- Taxes or accessments which are not shown as existing lieus 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 peression thereof.
- 3. Easements, claums of easement of encinchrences which ere not sooks by the public records.
- 4. Theoregancies, conflicts in boundary lines shortage in area, encroachments, or any other facts vehicle a correct survey would disclose, and which are not shown by the public records.
- 5. Unpercented anning claims; reservations or exceptions in paterns or in Acts authorizing the issuance thereoff water rights, claims or title to water.

#### SCHEDULE B— (Continued)

#### PART II

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

2. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES

STATED HEREIN, AND INCIDENTAL PURPOSES,

IN FAVOR OF: ORO LOMA SANITARY DISTRICT, A POLITICAL CORPORATION

FOR : SANITARY SEWER PURPOSES

RECORDED : JANUARY 21, 1960, REEL 012, IMAGE 430, OFFICIAL RECORDS,

INSTRUMENT NO. AR/7634

AFFECTS : THE NORTHEASTERN 10 FEET OF PREMISES

3. AN ACTION IN THE SUPERIOR COURT

COMMENCED : DECEMBER 4, 1972

ENTITLED : CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION,

PLAINTIFF, VS. ERNEST I. PROIETTI AND VIOLET PROIETTI, HUSBAND AND WIFE, AND DOE ONE TO DOE TEN, INCLUSIVE, ORO LOMO SANITARY DISTRICT, A BODY POLITIC, J. LESTER

MILLER, MELVIN H. JOHNSON, NUCLEUS BUILDING LOAN ASSOCIATION, A CALIFORNIA CORPORATION, DEFENDANTS

CASE NO. : 431706

NATURE OF ACTION: CONDEMNATION FOR STREET PURPOSES

AFFECTS : PREMISES

NOTICE OF THE PENDENCY OF SAID ACTION WAS

RECORDED: JANUARY 15, 1973, REEL 3320 IMAGE 312, OFFICIAL RECORDS

INSTRUMENT NO. 73-5743

ORDER FOR IMMEDIATE POSSESSION FILED THEREIN ON JANUARY 15, 1973.

#### SCHEDULE B- (Continued

#### I'AMT II

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

2. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,

IN PAVOR OF: ORO LOMA SAMITARY DISTRICT, A POLITICAL CORPORATION FOR : SAMITARY SEWER PURPOSES

RECORDED : JANUARY 21, 1960, REEL 012, IMAGE 430, OFFICIAL RECORDS, INSTRUMENT NO. AR/7634

AFFECTS : THE NORTHEASTERN TO FEET OF PREMISES

3. AN ACTION IN THE SUPERIOR COURT

COMMENCED : DECEMBER N, 1972 ENTITLED : CITY OF SAN LEANDRO, A MUMICIPAL CORPORATION,

PLAINTIFF, VS. ERNEST I. PROIETTI AND VIOLET PROIETTI, MUSEAMP AND WIFE, AND DOE ONE TO DOE TEN, INCLUSIVE, AND LOSS OF TAXABLE PROPERTY.

ORO LONG SANITARY DISTRICT, A BODY POLITIC, J. LESTER MILLER, MELVIN H. JOHNSON, NUCLEUS BUILDING LOAN

ASSOCIATION, A CALIFORNIA CORPORATION, DEFENDANTS

CASE NO. : #31706

MATURE OF ACTION: CONDEMNATION FOR STREET PURPOSES

APFECTS : PREMISES

NOTICE OF THE RENDENCY OF SALD ACTION WAS

RECORDED: JANUARY 15, 1975, REEL 3520 IMAGE 312, OFFICIAL RECORDS

INSTRUMENT NO. 73-5743

ORDER FOR IMMEDIATE POSSESSION FILED THEREIN ON JANUARY 15, 1975.

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:

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF.

so untain this sold date.

An enter this prescriptor have being tong with eather thing prescriptor from 1 Coverage and the tong the American Country value and the American Country value.

SCHEDOTE C

The lend reterred to making policy is described as follows:

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PAST HEREOF.

#### EXHIBIT A

REAL PROPERTY IN THE CITY OF SAN LEANDRO, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED FROM ERNEST I. PROIETTI AND VIOLET PROIETTI, HIS WIFE, TO ERNEST I. PROIETTI AND VIOLET PROIETTI, HIS WIFE, AS JOINT TENANTS, DATED MARCH 27, 1963 AND RECORDED APRIL 1, 1963 ON REEL 842 AT IMAGE 784, ALAMEDA COUNTY RECORDS, AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF THE PARCEL OF LAND
DESCRIBED IN SAID DEED, SAID CORNER BEING ON THE SOUTHWEST LINE
OF EAST 14TH STREET (100.00 FEET WIDE) AT ITS INTERSECTION WITH
THE NORTHEASTERLY PROLONGATION OF THE NORTHWEST LINE OF TRACT 804
AS SHOWN ON THE MAP OF TRACT 804, FILED SEPTEMBER 26, 1947 IN BOOK
11 OF MAPS AT PAGE 28, ALAMEDA COUNTY RECORDS; THENCE ALONG THE
SAID SOUTHWEST LINE OF EAST 14TH STREET SOUTH 46° 36' 32" EAST
30.00 FEET (SOUTH 46° 36' 32" EAST BEING TAKEN AS THE BEARING OF
SAID SOUTHWEST LINE FOR THE PURPOSE OF THIS DESCRIPTION) TO A POINT
OF CUSP WITH A TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS
OF 30.00 FEET AND A CENTRAL ANGLE OF 90° 00" 00"; THENCE NORTHWESTERLY,
WESTERLY AND SOUTHWESTERLY ALONG SAID CURVE A DISTANCE OF 47.12 FEET
TO A POINT OF CUSP WITH A TANGENT LINE BEING THE NORTHWEST LINE OF
THE PARCEL OF LAND DESCRIBED IN SAID DEED; THENCE ALONG LAST SAID
LINE NORTH 43° 23' 28" EAST 30.00 FEET TO THE BEGINNING.

THE WAY AND THE CONTRACT OF TH

SECTIONING AT THE MOST NOSTRESET COMMES, OF THE PARTY OF LAND

### INDORSEMENT

ATTACHED TO POLICY NO. SL-194774

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.

ONE IS PROTECTION OF THE IS GUARANT ANGELES.

**Title Insurance and Trust Company** 

By

John Jaga SE

SECRETARY

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



Office of City Clerk 415-638-4100

October 9, 1973

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

of the adopting resolution.

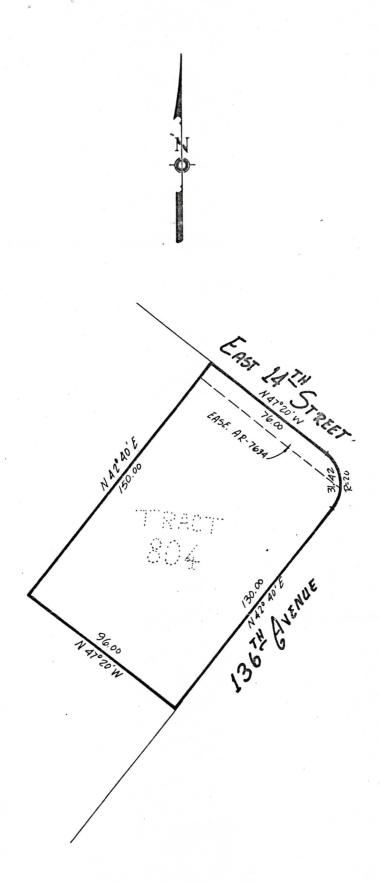
Subject: Tax Cancellation

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 Ernest I. Proietti and
Violet Proietti	, his wife
County Recorder on July 19, 19	e Official Records of the County of Alameda under the c's Serial No. 73-97691 , RE: 3467 IM: 603 , 19  dested that your Honorable Board will:
1. (X)	Cancel taxes on the above property.
2. ( )	Accept the attached Check Nomade 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

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.

# CITY OF SAN LEANDRO ENGINEERING VISION

BY	ME	DATE	11-13-72
CHKD	BY PHL	DATE	11-16-72
	The		

SUBJECT SAN LEANDRO BOULEVARD SHEET NO.

EXTENSION - WASHINGTON TO EAST 14TH JOB NO.

SHEET NO. OF DOB NO.

EAST

14th

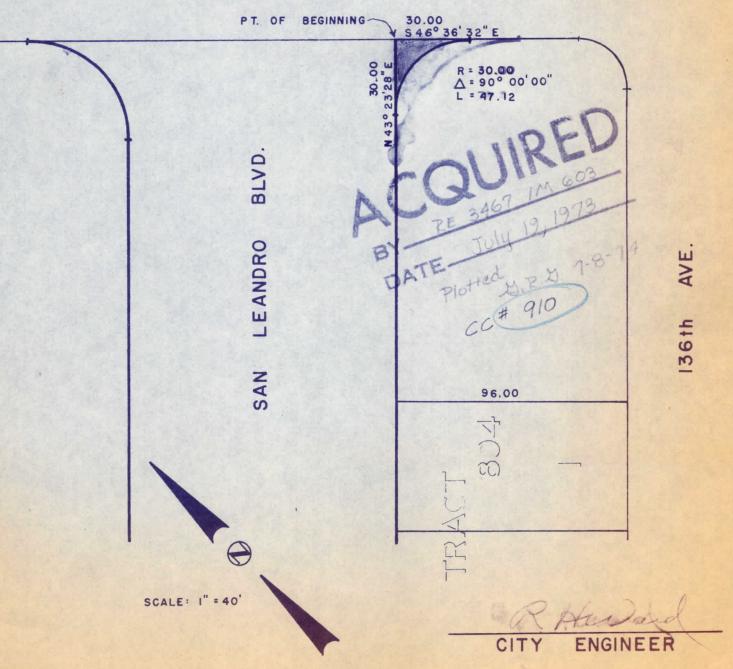
INDICATES PARCEL

AREA = 193 ± SQ. FT.

LD 72-116

ST. (100.00 WIDE)

PROIETTI



11-15-24 DATE

MICROFILMED

