Title Order No. SL-28, 4

Escrow or Loan No. SL-233403



ATICOR COMPANY

Grant Deed



ATICOR COMPANY

COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL

Grant Deed



ATICOR COMPANY

COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL



ATICOR COMPANY

100

RE:3845 IM:194

This is to certify that the interest in real property conveyed by Deed or Grant dated December 26, 1974, from Alec J. Zitterkopf and

Tollie V. Zitterkopf 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. 4578 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: December 26, 1974

75- 103

By:

Dennis J. Smith
Deputy City Clerk

Richard H. West

City Clerk of the City of San Leandro

<u>OPTION</u>

In consideration of <u>TEN_AND_NO/100 (\$ 10.00) DOLLARS</u> ,
THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, I HEREBY GIVE TO
SAN_LEANDRO, A Municipal Corporation HEREINAFTER REFERRED
TO AS OPTIONEE, THE OPTION OF BUYING, FOR THE FULL PRICE OFSEVENTY THOUSAND
_AND_NO/100(\$_70,000.00) DOLLARS,
THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN THE CITY OFSan Leandro
COUNTY OF Alameda, STATE OF CALIFORNIA, AND MORE PARTICULARLY
DESCRIBED AS FOLLOWS, TO WIT: See attatched
OPTIONEE SHALL HAVE THE RIGHT TO CLOSE THIS APPLICATION AT ANY TIME WITHIN
60 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 SIXTY NINE THOUSAND
NINE HUNDRED NINETY AND NO/100 (\$ 69,990.00) DOLLARS, IN FULL PAYMENT
OF THE PURCHASE PRICE OF SAID REAL PROPERTY: BUT IF SAID OPTION IS NOT CLOSED
WITHIN60 days FROM DATE HEREOF, I AM TO RETAIN THE SAID SUM OF
TEN AND NO/100(\$ 10.00) DOLLARS, SO PAID AS AFORESAID, AS LIQUIDATED
DAMAGES. IF SAID OPTION IS CLOSED WITH THE SAID
AMOUNT PAID AS AFORESAID IS TO BE APPLIED TOWARDS THE PURCHASE PRICE. TIME IS
OF THE ESSENCE OF THIS CONTRACT.
DATED THIS 7th DAY OF December , 19 74
Lallie & Litterkopf
CHAN COM CHAN CAM
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

COLUMN A MARKET LARGE CONTROL OF THE THE TELL OF SETTING OF A MARKET LARGE CONTROL OF SETTING OF SE

RECEIVED

DEC 1 7 1974

RICHARD H. WEST

Beginning at the intersection of the castern line of San Leandro Boulevard, formerly Park Street, formerly Estudillo Street, with the northern line of Thornton Street; running thence northerly along said line of San Leandro Boulevard 50 feet; thence at right angles easterly 150 feet; thence at right angles southerly 50 feet to said line of Thornton Street; thence westerly along said line of Thornton Street, 150 feet to the point of beginning.

Being a portion of Block 28, as said block is shown on the "Map of the Town of San Leandro, County seat of Alameda County", filed February 27, 1855, in the office of the County Recorder of Alameda County.

CITY OF SAN LEANDRO

INTEROFFICE MEMO

го	City Clerk	DATE January 30, 1975
ROM	L. E. Riordan, Assistant City Manager	
UBJECT	DeedA. L. Zitterhojaf (1696 San Leandro Blvd.)	
	Attached is the deed for the property located at	1696 San Leandro Blvd
	(escrow #SL 233403). This property was acquired as p	eart of the San Leandro
	Blvd. Widening project and was recorded with title ve	ested in the City on
	January 2, 1975.	
	This is for your permanent file.	
		*
		Leordan
		Lee Riordan
หลักสำหรับสถาสักสักส์กับไทยไทยไทยไทยไทยไทยไทยไทยไทยไทยไทยไทยไทยไ	LER: ed	
	Attachment cc: Public Works Dept. Community Dev. Office	
	Finance Office	
Management of the control of the cont		

- AMMINISTRAÇÃO DE PROPERTO DE		

CITY OF SAN LEANDER

PATRICE MEMO

City Clerk

DATE January 30, 1975

0 010 0151

L. E. Riordan, Assistant City Manager

Deed-rA. L. Zitterhojaf (1696 San Leandro Plvd.)

Attached is the deed for the property located at 1696 San Leandro Blvd (escrow #SL 233403). This property was acquired as part of the San Leandro Blvd. Widening project and was recorded with title vested in the City on January 2, 1975.

This is for your permanent file.

Lee Riordan

LER:ed Attachment cc: Public Works Dept. Community Dev. Office Finance Office



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

City of San Leandro 835 E. 14th Street San Leandro, Calif. 94577 Attn: Edith DeBow April 15, 1976 ORDER No. SL-233403 LOAN No. REFERENCE

In o	connection with the above tra	nsaction, we enclose:		
		ALTA		
	Escrow closing statement			
_x	Our Check #0307883 of Jan. 2, 1975. Deed from	in the amount of \$2.73	to replace stale dated che	ck
	Deed of Trust executed by			
	Original Note for \$ in favor of	made by		
	Fire Policy # Amount \$	issued by Expiration date.	RECEIVE	D
	Copy of recorded document	t which you requested	APR 1 6 1976	
	Receipted tax bill		RICHARD H. WES	27
	Covenants, Conditions and	Restrictions	CITY CLERK) [

Any recorded documents to which you are entitled will be forwarded.

Thank you for giving us the opportunity of serving you.

Title Insurance and Trust Company

Ruth J. Holder, Manager



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

Attn: Edith DeBow 835 E. 14th Strout San Deandro, Calif. 04577 City of San Leandro

OKDE 1 Xm SL-233403 April 15, 1976

of Jan. 2, 1975.

Buth J. Holder, Manager



Policy of Title Insurance

SUBJECT TO SCHEDULE B AND THE CONDITIONS AND STIPULATIONS HEREOF, TITLE INSURANCE AND

TRUST 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.

Title Insurance and Trust Company

President

AND ICE CA

Secretary

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 guarantee. anty 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.

(a.) Continuation of Insurance after Acquisition of Title by

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 said 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.

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 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

(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 prosecuring 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.

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 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

Schedule A

No.	Date of Policy:		
SL-233403	JANUARY 2, 1975, AT 10:30 A.M.		
Amount of Insurance:	Premium		
\$ 70,000.00	\$ 317.50		

SL-28, 4

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.

Schedule A

SL-28, 4	
\$ 70,000,00	\$ 317.50
Amount of Insurance:	Remium
51-233403	JANUARY 2, 1975, AT 10:30 A.M.
No.	Date of Policy.

THE CITY OF SAN LEAMDRO, A MUNICIPAL CORPORATION

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

1. Name of Insured:

THE CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION

3. The estate or interest in the land described in Schedule C and which is deverad by this policy is a fee.

Schedule B

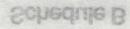
This policy does not insure against loss or damage, nor against costs, attorneys' fees or expenses, any or all of which arise by reason of the following:

Part 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.

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.



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 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, fiens or encumbrances, or claims thereof, which are not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encreachments, 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 aburting 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 aburting 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, eneumbrances, adverse claims or other matters (s) 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) ettaching or created subsequent to Date of Policy, or (s) 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.

Schedule B (Continued)

Part II

1. GENERAL AND SPECIAL COUNTY AND CITY TAXES FOR THE FISCAL YEAR

1974-75, INCLUDING PERSONAL PROPERTY TAX OF \$410.05

LAND VALUATION : \$3,875.00
IMPROVEMENT VALUATION: \$3,420.00
1ST INSTALLMENT : \$491.35 PAID
2ND INSTALLMENT : \$491.35 PAYABLE
ACCOUNT NO. : 75-28-8
CODE AREA NO. : 10001

EXEMPT UNDER : HOMEOWNERS IN THE AMOUNT OF : \$1,750.00

EXEMPT UNDER EXEMPT UNDER : BUSINESS IN THE AMOUNT OF : \$1,125.00

Schedule B (Continued)

1976-75, INCLUDING PERSONAL PROPERTY TAX OF \$410.05 1. GENERAL AND SPECIAL COURTY AND CITY TAXES FOR THE FISCAL YEAR

: \$3,875.00 (: \$3,420.00 : 6491.35 PAID : \$991.35 PAVABLE IMPROVEMENT VALUATION:

ACCOUNT NO.

EXEMPT WADER : BUSINESS IN THE AMOUNT OF : 51,125.00 : \$1,750.00

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:

BEGINNING AT THE INTERSECTION OF THE EASTERN LINE OF SAN LEANDRO BOULEVARD, FORMERLY PARK STREET, FORMERLY ESTUDILLO STREET, WITH THE NORTHERN LINE OF THORNTON STREET; RUNNING THENCE NORTHERLY, ALONG SAID LINE OF SAN LEANDRO BOULEVARD 50 FEET; THENCE AT RIGHT ANGLES EASTERLY 150 FEET; THENCE AT RIGHT ANGLES SOUTHERLY 50 FEET TO SAID LINE OF THORNTON STREET; THENCE WESTERLY ALONG SAID LINE OF THORNTON STREET, 150 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF BLOCK 28, AS SAID BLOCK IS SHOWN ON THE "MAP OF THE TOWN OF SAN LEANDRO, COUNTY SEAT OF ALAMEDA COUNTY", FILED FEBRUARY 27, 1855, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

TQ 1808 C (12) 731 Agree and 1 the Association Loan Policy 1970 with At TA Endarcement Form 1 Saverage of Antificial Land 2 the Association Standard Colorade Policy 1975.

Francia 1 Figure Science 1979 to Conference 1.

Schedule C

Prendrich rotercial to thirt is policy is desurficed as follows

THE LAND REFERRED TO MEREIN IS SITUATED IN THE STATE OF CALLEDRALA, COURTY OF ALAMEDA, CITY OF SAM LEAMORD, DESCRIBED AS FOLLOWS:

BEGINAING AT THE INTERSECTION OF THE EASTERN LINE OF SAN LEANDRO BEGINAING AT THE INTERSECTION OF THE EASTERN LINE OF SAN LEANDRO STREET, FORMERLY ESTUDIL O STREET, WITH THE NORTHERN LINE OF THORNTON STREET, BUNNING THENCE NORTHERLY. ALONG SAID LINE OF SAN LEANDRO BOULEVARD SO FRET; THENCE AT RIGHT ANGLES CASTERLY ISO FEET, THENCE AT RICHT ANGLES SOUTHERLY SO FRET TO SAID LINE OF THORNTON STREET, 150 FEET TO THE POTAR OF BEGINNING.

BEING A PORTION OF BLOCK 28, AS SAID BLOCK IS SHOWN ON THE MARP OF THE TOWN OF SAN LEANDED, COUNTY SEAT OF ALAMEDA COUNTYD, EILED FURRUARY 27, 1855, TW-THE OFFICE OF THE COUNTY RECORDES OF ALAMEDA COUNTY.

OWNER'S INFLATION PROTECTION INDORSEMENT

ATTACHED TO POLICY NO. SL-233403
ISSUED BY

Title Insurance and Trust Company

The Company, recognizing the current effect of inflation on real property valuation and intending to provide additional monetary protection to the Insured Owner named in said Policy, hereby modifies said Policy, as follows:

- 1. Notwithstanding anything contained in said Policy to the contrary, the amount of insurance provided by said Policy, as stated in Schedule A thereof, is subject to cumulative annual upward adjustments in the manner and to the extent hereinafter specified.
- 2. "Adjustment Date" is defined, for the purpose of this Indorsement, to be 12:01 a.m. on the first January 1 which occurs more than six months after the Date of Policy, as shown in Schedule A of the Policy to which this Indorsement is attached, and on each succeeding January 1.
- 3. An upward adjustment will be made on each of the Adjustment Dates, as defined above, by increasing the maximum amount of insurance provided by said Policy (as said amount may have been increased theretofore under the terms of this Indorsement) by the same percentage, if any, by which the United States Department of Commerce Composite Construction Cost Index (base period 1967) for the month of September immediately preceding exceeds such Index for the month of September one year earlier; provided, however, that the maximum amount of insurance in force shall never exceed 150% of the amount of insurance stated in Schedule A of said Policy, less the amount of any claim paid under said Policy which, under the terms of the Conditions and Stipulations, reduces the amount of insurance in force. There shall be no annual adjustment in the amount of insurance for years in which there is no increase in said Construction Cost Index.
- 4. In the settlement of any claim against the Company under said Policy, the amount of insurance in force shall be deemed to be the amount which is in force as of the date on which the insured claimant first learned of the assertion or possible assertion of such claim, or as of the date of receipt by the Company of the first notice of such claim, whichever shall first occur.

Nothing herein contained shall be construed as extending or changing the effective date of said Policy.

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

Rv

Secretary

A 10 10 10 10m 1 2L-135403

. . . .



OFFICE OF THE CLERK, BOARD OF SUPERVISORS

March 1, 1976

City of San Leandro Civic Center 935 E. 14th Street San Leandro, CA 94577

Attention: Richard H. West, City Clerk

Gentlemen:

Re: Request dated January 30, 1975, for cancellation of taxes on property acquired from Alec J. & Tollie Zitterkopf

This office has been advised by the Assessor's Office that the above-entitled request received in this office February 11, 1975, is a duplicate of your request received January 31, 1975. The Board of Supervisors' Resolution No. 160127 adopted April 15, 1975, covered this request; and a copy should have been received by you about that same date.

We are returning herewith Title Insurance and Trust Company check #004967 dated January 2, 1975, in the amount of \$2.73. If this amount is still owing on the account in question, please have a new check issued since this check is stale-dated.

Very truly yours,

Sherley Secty
(Mrs.) Shirley Deitz, Secretary

SD/ Enclosure



REEL

JMAGE

Approved as to Form RICHARD J. MOORE, County Counsel

12.		
DV		

Deputy

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

On moti	ion of Supervisor,	, Seconded by Supervisor,
and app	proved by the following vote,	
	Supervisors	
	Supervisors	
Excuse	d or Absent: Supervisors	
		160127

CANCEL TAXES NUMBER 16016 THE FOLLOWING RESOLUTION WAS ADOPTED:

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):

75-28-8 ALL (1974-75)

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/xxxxx 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

has requested City of San Leandro WHEREAS, the 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 with 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/kays 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/thuxx 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

T. J. FENNONE

Deputy County Counsel for the County of Alameda, State of California

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 lieu upon the real property hereinabove described, and as shown on that certain deed duly recorded in the office of the Recorder of Alameda County.

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

RECT COPY OF A RESOLUTION ADOPTED BY
THE BOARD OF SUPERVISORS ALAMEDA

GOUNTY, CALIFORNIA APR 15 1975

ATTEST:

JACK K. POOL, CLERK OF
THE BOARD OF SUPERVISORS

EY:

EY:

COUNTY OF ALAMONA, STATE OF CALIFORNIA COMBERT OF THE CITY ATTORNEY OF THE CITY OF SAN LEAKING

auly recorded in the office of the Recorder of Alamada County. upon the real property hereinabove described, and as shown on that certain deed assessments and penalties or costs thereon, charged or levied and now a lien Calliornia; hereby condents to the cancellation of all uncollected city taxes or The City Attorney of the Gity of San Lagudro, County of Alamada, State of

County of Alemeda, State of California City Actorney for the City of San Leandro,

California San Lasndro, County of Alaneda, State of By LILE LORES.
Assistant City Attorney for the City of

I CERTIEST THE FORMOUT OF A CONTROL OF A RESOLUTION ADOPTED BY THE BOARD OF SUPERVISORS ALAMEDA

APR 1,5 1975

ATTEST;

SOUNTY, CALIFORNIA.

JACK K. POOL, CLERK OF THE BOARD OF SUPERVISORS APR 3

GTE!

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



Office of City Clerk 415-638-4100

January 30, 1975

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 Alec J. & Tollie Zitterkopf

recorded in the Official Records of the County of Alameda under the County Recorder's Serial No. 75-103 , RE: 3845 IM: 193 & 194 on January 2, 1975 , 19

It is requested that your Honorable Board will:

- 1. (X) Cancel taxes on the above property.
- 2. ($^{\rm X}$) Accept the attached Check No. 004967 made by

Title Insurance and Trust

amount of \$2.73

, 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.

Richard H. West, City Clerk

San Single Singl

BY MAN DATE 10-7-74
CHKD. BY DATE

SUBJECT SAN LEANURO BLVU.

WIDENING

A.J. ZITTERKOPF

SHEET NO. 2 OF 3

