73-106623

RECORDING REQUESTED BY

Title Insurance & Trust Co.
SL-194775

AND WHEN RECORDED MAIL TO

Name
Street Address
City & State

CITY OF SAN LEANDRO
CITY MANAGER'S OFFICE
835 E. 14th STREET
SAN LEANDRO, CALIFORNIA

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

RE 3481 IM 681

AUG - 7 1973

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

Name
Street Address
City & State

SAME AS ABOVE

DOCUMENTARY TRANSFER TAX $.....
_____COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
_____OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE.

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,

MARJORIE N. LUCAS,

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

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

SEE EXHIBIT "A" ATTACHED AND MADE A PART HEREOF

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

Dated August 3, 1973

X Marjorie N. Lucas
Marjorie N. Lucas

STATE OF CALIFORNIA
COUNTY OF Alameda } SS.

On August 3, 1973 before me, the undersigned, a Notary Public in and for said State, personally appeared Marjorie N. Lucas

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

WITNESS my hand and official seal.

Signature Ruth J. Holder

Ruth J. Holder
Name (Typed or Printed)

OFFICIAL SEAL
RUTH J. HOLDER
NOTARY PUBLIC CALIFORNIA
ALAMEDA COUNTY
My Commission Expires Oct. 18, 1975

(This area for official notarial seal)

Title Order No. _____ Escrow or Loan No. _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

TI

GRANT DEED

TI

Title Insurance
and
Trust Company

COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL

GRANT DEED

TI

Title Insurance
and
Trust Company

COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL

TI

73-106623 RE:3481 IM:682

This is to certify that the interest in real property conveyed by Deed or Grant, dated August 3, 1973, from Marjorie N. Lucas

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: August 6, 1973

Richard H. West

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

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 Dean Edward Lucas, also known as Dean Lucas to Dean Lucas and Marjorie N. Lucas, his wife, as joint tenants, dated July 27, 1971 and recorded July 28, 1971 on Reel 2909 at Image 450, Alameda County Records, and being further described as follows:

Beginning at the most northerly corner of said parcel of land, said corner being on a line bearing south 46° 36' 32" east a distant of 247.30 feet from the southeast line of Coburn Court (north 43° 14' 18" east being taken as the bearing of said southeast line for the purpose of this description) as said Court is shown on the Record of Survey for Oliver and Coburn, filed February 8, 1963, in Book 4 of Records of Survey at Page 70, Alameda County Records; thence along the northeast line of said parcel of land south 46° 36' 32" east 17.20 feet to a point on a non-tangent curve, concave to the north, having a radius of 704.00 feet and a central angle of 2° 34' 39" (a radial line of said curve to said point bears south 15° 15' 08" east); thence along said curve westerly a distance of 31.67 feet to a point on a non-tangent line being the northwest line of said parcel of land (a radial line of said curve to last said point bears south 12° 40' 29" east); thence along said northwest line north 43° 08' 28" east 26.66 feet to the Beginning.

The above described parcel of land contains 233 square feet, more or less.

CITY OF SAN LEANDRO

INTEROFFICE MEMO

TO City Clerk DATE August 21, 1973

FROM City Manager's Office

SUBJECT Grant Deed--Lucas (S.L. Blvd. Ext.) and Annexation material (Res. #73-140)

Attached is the Grant Deed for the property recently acquired from Don and Marjorie Lucas (escrow #SL-194775). This property was acquired as part of the San Leandro Blvd. Ext. project and was recorded with title vested in the City on August 7, 1973. This is for your permanent file.

Also attached is material re uninhabited territory designated as "San Leandro Industrial District Unit No. 92" (our Res. #73-140) which was sent to this office by the County Recorder along with the above Grant Deed.

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

Attachments

cc: Public Works Dept.
Community Dev. Office
Finance Office

FORM 063

CITY OF SAN LEANDRO

INTEROFFICE MEMO

TO: City Clerk

DATE: August 21, 1973

FROM: City Manager's Office

SUBJECT: Grant Deed--Lucas (S.L. Blvd. Ext.) and Annexation Materials (Res. #73-140)

Attached is the Grant Deed for the property recently acquired from Don and Marjorie Lucas (escrow #SL-19472). This property was acquired as part of the San Leandro Blvd. Ext. project and was recorded with title vested in the City on August 7, 1973. This is for your permanent file.

Also attached is material re annexation designated as "San Leandro Industrial District Unit No. 52" (our Res. #73-140) which was sent to this office by the County Recorder along with the above Grant Deed.

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

Attachments

cc: Public Works Dept.
Community Dev. Office
Finance Office

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
THE HOME IS PROTECTED
EUREKA
THE ESTATE IS GUARDED
LOS ANGELES, CALIF.

Title Insurance and Trust Company

by George B. Garber
PRESIDENT

Attest John J. Eagan
SECRETARY

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

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

(b) "public records": those records which impart constructive notice of matters relating to said land;

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to the Insured by reason of any public records;

(d) "date": the effective date;

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument; and

(f) "insured": the party or parties named as Insured, and if the owner of the indebtedness secured by a mortgage shown in Schedule B is named as an Insured in Schedule A, the Insured shall include (1) each successor in interest in ownership of such indebtedness, (2) any such owner who acquires the estate or interest referred to in this policy by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, and (3) any federal agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not, subject otherwise to the provisions hereof.

2. BENEFITS AFTER ACQUISITION OF TITLE

If an insured owner of the indebtedness secured by a mortgage described in Schedule B acquires said estate or interest, or any part thereof, by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, or any part thereof, or if a federal agency or instrumentality acquires said estate or interest, or any part thereof, as a consequence of an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by a mortgage covered by this policy, or any part thereof, this policy shall continue in force in favor of such Insured, agency or instrumentality, subject to all of the conditions and stipulations hereof.

3. EXCLUSIONS FROM THE COVERAGE OF THIS POLICY

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

(a) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions, or location of any improvement now or hereafter erected on said land, or prohibiting a separation in ownership or a reduction in the dimensions or area of any lot or parcel of land.

(b) Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records at the date hereof.

(c) Title to any property beyond the lines of the land expressly described in Schedule C, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless this policy specifically provides that such property, rights or easements are insured, except that if the land abuts upon one or more physically open streets or highways this policy insures the ordinary rights of abutting owners for access to one of such streets or highways, unless otherwise excepted or excluded herein.

(d) Defects, liens, encumbrances, adverse claims against the title as insured or other matters (1) created, suffered, assumed or agreed to by the Insured claiming loss or damage; or (2) known to the Insured Claimant either at the date of this policy or at the date such Insured Claimant acquired an estate or interest insured by this policy and not shown by the public records, unless disclosure thereof in writing by the Insured shall have been made to the Company prior to the date of this policy; or (3) resulting in no loss to the Insured Claimant; or (4) attaching or created subsequent to the date hereof.

(e) Loss or damage which would not have been sustained if the Insured were a purchaser or encumbrancer for value without knowledge.

4. DEFENSE AND PROSECUTION OF ACTIONS —NOTICE OF CLAIM TO BE GIVEN BY THE INSURED

(a) The Company, at its own cost and without undue delay shall provide (1) for the defense of the Insured in all litigation consisting of actions or proceedings commenced against the Insured, or defenses, restraining orders, or injunctions interposed against a foreclosure or sale of the mortgage and indebtedness covered by this policy or a sale of the estate or interest in said land; or (2) for such action as may be appropriate to establish the title of the estate or interest or the lien of the mortgage as insured, which litigation or action in any of such events is founded upon an alleged defect, lien or encumbrance insured against by this policy, and may pursue any litigation to final determination in the court of last resort.

(b) In case any such action or proceeding shall be begun, or defense interposed, or in case knowledge shall come to the Insured of any claim of title or interest which is adverse to the title of the estate or interest or lien of the mortgage as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, or if the Insured shall in good faith contract to sell the indebtedness secured by a mortgage covered by this policy, or, if an Insured in good faith leases or contracts to sell, lease or mortgage the same, or if the successful bidder at a foreclosure sale under a mortgage covered by this policy refuses to purchase and in any such event the title to said estate or interest is rejected as unmarketable, the Insured shall notify the Company thereof in writing. If such notice shall not be given to the Company within ten days of the receipt of process or pleadings or if the Insured shall not, in writing, promptly notify the Company of any defect, 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

(Conditions and Stipulations Continued and Concluded on Last Page of This Policy)

ES 285 (4-68)
TRANSMITTAL LETTER

Title Insurance and Trust Company

AUGUST 22, 1973

THE CITY OF SAN LEANDRO
CITY MANAGER'S OFFICE
835 E. 14TH ST.
SAN LEANDRO, CA.

ORDER No. SL-194775
LOAN No.
REFERENCE

In connection with the above transaction, we enclose:

- [x] Policy of Title Insurance — CLTA [x] ALTA [ ] — ORIG.
- [ ] Escrow closing statement
- [ ] Our Check # in the amount of $
- [ ] Deed from
- [ ] Deed of Trust executed by
- [ ] Original Note for $ made by in favor of
- [ ] Fire Policy # issued by Amount $ Expiration date.
- [ ] Copy of recorded document which you requested
- [ ] Receipted tax bill
- [ ] Covenants, Conditions and Restrictions
- [ ]
- [ ]

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

BY H. West

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

SCHEDULE A

Premium $ 50.00

Amount $ 280.00
E-76, 18

Effective Date AUGUST 7, 1973 AT 9:00 A.M.

Policy No. SL-194775

INSURED

THE CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION

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

THE CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION

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

SCHEDULE B

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

PART I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

SCHEDULE B — (*Continued*)

PART II

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

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

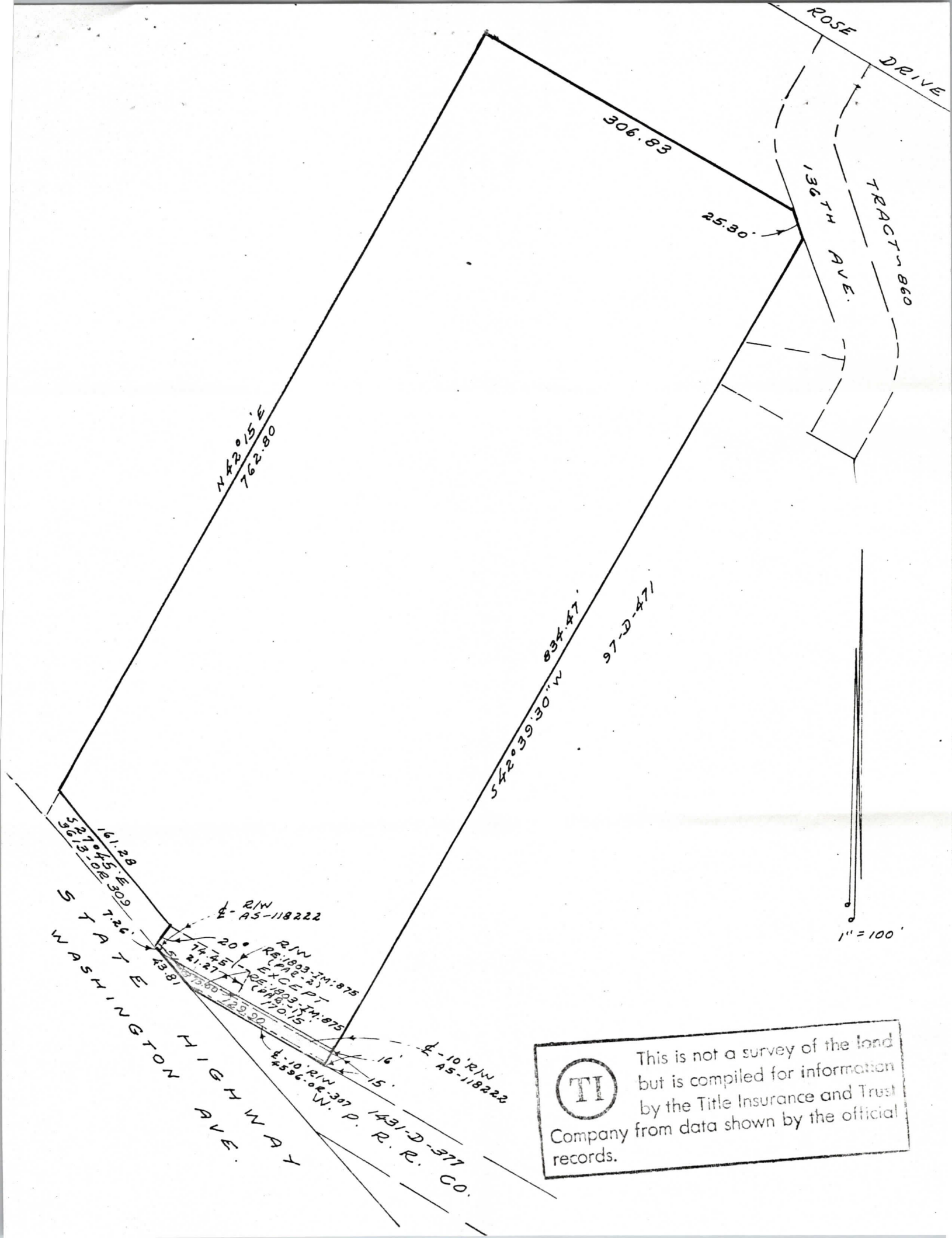
The land referred to in this policy is described as follows:

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

EXHIBIT A

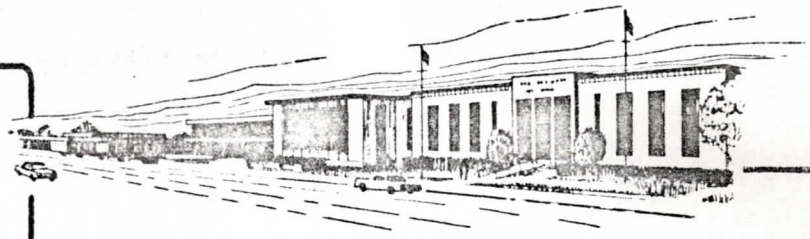
REAL PROPERTY IN THE CITY OF SAN LEANDRO, COUNTY OF ALAMEDA STATE OF CALIFORNIA, BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED FROM DEAN EDWARD LUCAS, ALSO KNOWN AS DEAN LUCAS TO DEAN LUCAS AND MARJORIE N. LUCAS, HIS WIFE, AS JOINT TENANTS, DATED JULY 27, 1971 AND RECORDED JULY 28, 1971 ON REEL 2909 AT IMAGE 450, ALAMEDA COUNTY RECORDS, AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL OF LAND, SAID CORNER BEING ON A LINE BEARING SOUTH 46° 36' 32" EAST A DISTANT OF 247.30 FEET FROM THE SOUTHEAST LINE OF COBURN COURT (NORTH 43° 14' 18" EAST BEING TAKEN AS THE BEARING OF SAID SOUTH-EAST LINE FOR THE PURPOSE OF THIS DESCRIPTION) AS SAID COURT IS SHOWN ON THE RECORD OF SURVEY FOR OLIVER AND COBURN, FILED FEBRUARY 8, 1963, IN BOOK 4 OF RECORDS OF SURVEY AT PAGE 70, ALAMEDA COUNTY RECORDS; THENCE ALONG THE NORTHEAST LINE OF SAID PARCEL OF LAND SOUTH 46° 36' 32" EAST 17.20 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 704.00 FEET AND A CENTRAL ANGLE OF 2° 34' 39" (A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH 15° 15' 08" EAST); THENCE ALONG SAID CURVE WESTERLY A DISTANCE OF 31.67 FEET TO A POINT ON A NON-TANGENT LINE BEING THE NORTHWEST LINE OF SAID PARCEL OF LAND (A RADIAL LINE OF SAID CURVE TO LAST SAID POINT BEARS SOUTH 12° 40' 29" EAST); THENCE ALONG SAID NORTHWEST LINE NORTH 43° 08' 28" EAST 26.66 FEET TO THE BEGINNING.



This is not a survey of the land but is compiled for information by the Title Insurance and Trust Company from data shown by the official records.

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



Office of City Clerk 415-638-4100

October 9, 1973

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

Subject: Tax Cancellation

Gentlemen:

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

Title was taken by deed from Marjorie N. Lucas

recorded in the Official Records of the County of Alameda under the County Recorder's Serial No. 73-106623, RE: 3481 IM: 681 on August 7, 1973., 19_____.

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

CENTENNIAL-BICENTENNIAL San Lean-oro 72 1972 1772 1872