

15028 Hesperian Blvd.
Order No.
Escrow No. 805246
Loan No.

RECORDED at EST OF
First American Title Co.
At 10:30 AM.
APR - 3 1980
OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
RENE C. DAVIDSON
COUNTY RECORDER

Received 4/22/80
80-060189

WHEN RECORDED MAIL TO:

CITY OF SAN LEANDRO
835 East 14th Street
San Leandro, CA 94577

Attn: Public Works Department

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

CITY TRANSFER TAX \$ N/A

DOCUMENTARY TRANSFER TAX \$ N/A

..... Computed on the consideration or value of property conveyed; OR
..... Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

Signature of Declarant or Agent determining tax - Firm Name
First American Title Company

A. P. # 77D-1496-2-4

CORPORATION GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

RAJ, INC.

a corporation organized under the laws of the State of CALIFORNIA

, does hereby

GRANT to

CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION

the real property in the City of San Leandro
County of Alameda,

, State of California, described as

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF,

This is to certify that the interest in real property conveyed by Deed or Grant
dated December 31, 1979, from Raj, Inc.

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:

80-060189

Richard H. West

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

Dated December 31, 1979

RAJ, INC.

STATE OF CALIFORNIA
COUNTY OF

Alameda

ss.

On March 13, 1980

before me, the undersigned, a Notary Public in and for said
State, personally appeared

John A. Ricards

known to me to be the President, and

known to me to be the Secretary of
the corporation that executed the within instrument, and known
to me to be the persons who executed the within instrument on
behalf of the corporation therein named, and acknowledged to me
that such corporation executed the within instrument pursuant to
its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature

Betty K. Gomez

By

John A. Ricards

President

By

Secretary



(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

805246 A

1144 (7/78)

RECORDED & INDEXED
FIRST AMERICAN TITLE CO.
AT 10:30 AM.
APR - 8 1950
COUNTY RECORDER
RENE C. DAVIDSON
ALBANY, CALIFORNIA



First American Title Guaranty Company



Real property in the City of San Leandro, County of Alameda, State of California, being a portion of that parcel of land described in the deed from John A. Ricardo and Bertine M. Ricardo to RAJ, Inc. recorded April 15, 1975 on Reel 3934, at Image 757 Alameda County Records, and being further described as follows:

Beginning at the intersection of the south line of lot 9, as said lot is shown on the Map of the Coelho Tract, filed December 11, 1899 in Map Book 15, at Page 100, Alameda County Records, with the east line of Hesperian Boulevard, formerly County Road to San Lorenzo (60 feet wide); thence along the said east line of Hesperian Boulevard north 0° 27' west, 93.51 feet to the south line of parcel 2 as described in the deed from Safeway Stores Incorporated to Metropolitan Life Insurance Company, recorded December 30, 1955 in Book 7893, at Page 421, Alameda County Records; thence along the last said line north 81° 03' east, 24.27 feet to a line drawn parallel with and 24.00 feet easterly, measured at right angles, from the said east line of Hesperian Boulevard; thence along the said parallel line south 0° 27' east 93.51 feet to the said south line of lot 9; thence along the last said line south 81° 03' west 24.27 feet to the TRUE POINT OF BEGINNING.

The above described parcel of land contains 2244 square feet, more or less.

Optionee shall relocate at its expense free standing sign to a location designated by Optionor. Optionor shall at its expense install concrete sidewalk, curbs, gutters and driveway aprons along frontage of Hesperian Blvd. to City of San Leandro specifications.

JAR

1206

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



Office of City Clerk 415-577-3366

17 September 1979

G. Ernest Lopez, Attorney
250 Juana Avenue
San Leandro, California 94577

Dear Mr. Lopez,

Attached please find one (1) copy of City of San Leandro Resolution No. 79-262, which is a resolution authorizing giving of notice of intent to adopt condemnation resolution, which was sent to your client, RAJ incorporated.

Sincerely,

Richard H. West

Richard H. West, CMC
City Clerk

RHW/bt
attachment



1206

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



Office of City Clerk 415-577-3366

17 September 1979

RAJ Incorporated
15028 Hesperian Boulevard
San Leandro, California 94578

Dear Sirs:

Enclosed please find one (1) copy of City of San Leandro Resolution No. 79-262, which is a resolution authorizing giving of notice of intent to adopt condemnation resolution.

Sincerely,

Richard H. West

Richard H. West, CMC
City Clerk

RHW/bt
enclosure

cc: G. Ernest Lopez

PLEASE FURNISH SERVICE(S) INDICATED BY CHECKED BLOCK(S). REQUIRED FEE(S) PAID.	
☒ Show to whom, date and address where delivered	☐ Deliver ONLY to addressee
RECEIPT Received the numbered article described below.	
REGISTERED NO.	SIGNATURE OF NAME OF ADDRESSEE (Must always be filled in)
CERTIFIED NO. 393713	SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
INSURED NO.	
DATE DELIVERED	SHOW WHERE DELIVERED (only if requested)

3

The Daily Review

1206

CITY OF SAN LEANDRO

SEP 21 1979

CITY CLERK'S OFFICE

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA

AFFIDAVIT OF PUBLICATION

In the matter of

RESOLUTION NO. 79-262

}

Kay Barber

deposes and says that (he/she) was the Public Notice Advertising Clerk of THE DAILY REVIEW a newspaper of general circulation as defined by Government Code Section 6000, adjudicated as such by the Superior Court of the State of California, County of Alameda (Order Nos. 224 933 and 244 264) which is published and circulated in Eden Township in said county and state seven days a week.

That the PUBLIC NOTICE

of which the annexed is a printed copy, was published in every issue of THE DAILY REVIEW on the following dates:

Sept. 21

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated this 21st day of Sept. 1979
at Hayward, California.

Kay Barber

PUBLIC NOTICE

IN THE CITY COUNCIL OF THE
CITY OF SAN LEANDRO
RESOLUTION NO. 79-262
RESOLUTION AUTHORIZING
GIVING OF NOTICE OF INTENT
TO ADOPT CONDEMNATION
RESOLUTION:
(RAJ Inc.)

Recitals

The Director of Public Works has recommended to the City Council that a certain parcel of property be acquired by the City for public use by the exercise of the power of eminent domain.

In accordance with Section 1245.235 of the Code of Civil Procedure, the City desires to afford the owner of such parcel the opportunity to appear and be heard at a public hearing concerning those matters specified in Section 1240.030 and 1240.410 of the Code of Civil Procedure.

NOW, THEREFORE, the City Council of the City of San Leandro does RESOLVE as follows:

1. That the City Council announces its intent to adopt the attached resolution of necessity.

2. That the City Clerk is hereby authorized and directed to give the notice of said intention as required by Section 1245.235 of the Code of Civil Procedure.

3. That said notice shall provide that the City Council shall hold the hearing required by Section 1245.235 of the Code of Civil Procedure at the City Council meeting to be held at 8:15 p.m. on October 15, 1979, in the City Council Chambers and that all requests to appear and be heard at said hearing shall be filed in writing in the office of the City Clerk not later than 5:00 p.m. on October 15, 1979.

Introduced by Council Member McGue and passed and adopted this 17th day of September, 1979, by the following called vote:

Members of the Council:

Ayes: Frazier, Klehs, Landis, McGue, Seymon; Mayor Gill (6)

Noes: None (0)

Absent: Council Member Soares (1)

Attest: RICHARD H. WEST,
City Clerk

The Daily Review, Legal No. 29019
Sept. 21, 1979

Handwritten signature

City and County of San Francisco
Superior Court

Case No. 20-285

That the said defendant is a person who has been convicted of a crime...

Page 1

That the said defendant is a person who has been convicted of a crime...

That the said defendant is a person who has been convicted of a crime...

That the said defendant is a person who has been convicted of a crime...

Case No. 20-285

DECLARATION OF PUBLICATION

IN AND FOR THE COUNTY OF ALAMEDA
SUPERIOR COURT OF THE STATE OF CALIFORNIA

CITY CLERK'S OFFICE
200 ST 1000
CITY OF SAN FRANCISCO

CITY OF SAN FRANCISCO
RECORDING & CLERK'S OFFICE

The Daily Review

CITY OF SAN LEANDRO

OCT 1 1979

CITY CLERK'S OFFICE

PUBLIC NOTICE

NOTICE OF PUBLIC HEARING
ON ADOPTION OF RESOLUTION
AUTHORIZING ACQUISITION OF
PROPERTY BY EXERCISE OF
THE POWER OF EMINENT DO-

MAIN:

(RAJ Inc.)

TO: All Persons on Latest Equal-
ized Assessment Roll for Each
Parcel

NOTICE IS HEREBY GIVEN that a public hearing will be held at 8:15 p.m. on October 15, 1979, in the Council Chambers, City Hall, 835 East 14th Street, San Leandro, California, at which time the Council of the City of San Leandro will consider the adoption of the attached resolution or resolutions authorizing the acquisition by the City of San Leandro of the real property, or interest therein, pursuant to the exercise of the power of eminent domain. For your convenience, maps are attached to this notice showing the property described in said resolution or resolutions and the relationship of such property to the project for which it is proposed to be taken.

You are further notified that the law affords you the right to appear at the above-mentioned public hearing and to be heard in reference to each of the matters referred to in Section 1240.030 of the Code of Civil Procedure of the State of California, which matters may be generally stated as follows:

1. That the public interest and necessity require the public project described in the attached proposed resolution.

2. That the proposed public project is planned or located in the manner that will be most compatible with the greatest public good and least private injury.

3. That the property described in the attached proposed resolution(s) is necessary for the public project.

You are further notified that you must file with the City Clerk of the City of San Leandro, City Hall, 835 E. 14th Street, San Leandro, California, a written request to appear and be heard at the City Council hearing not later than 5:00 p.m. on October 15, 1979. Your failure to file a timely written request will result in the waiver of your right to appear and be heard at the City Council hearing.

If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your written request to appear and be heard, if any, may be filed with the City Clerk on time.

DATE OF MAILING:

17 September, 1979

RICHARD H. WEST,

City Clerk

The Daily Review, Legal No. 29022
October 1, 1979SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA

AFFIDAVIT OF PUBLICATION

In the matter of

ACQUISITION OF PROPERTY

Kay Barber

deposes and says that (he/she) was the Public Notice Advertising Clerk of THE DAILY REVIEW a newspaper of general circulation as defined by Government Code Section 6000, adjudicated as such by the Superior Court of the State of California, County of Alameda (Order Nos. 224 933 and 244 264) which is published and circulated in Eden Township in said county and state seven days a week.

That the NOTICE OF PUBLIC HEARING

of which the annexed is a printed copy, was published in every issue of THE DAILY REVIEW on the following dates:

October 1

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated this 1st day of October 1979
at Hayward, California.

Kay Barber

Handwritten signature

County of Alameda, California
I, the undersigned, Clerk of said County, do hereby certify that the foregoing is true and correct.

Witness my hand and seal of office at San Leandro, California, this 1st day of October, 1910.

CLERK

IT IS MY BELIEF on the following facts:
That the annexed is a printed copy, was published in every issue of

THE DAILY REVIEW

of the County of Alameda, California, in said County and State of California, County of Alameda (Order Nos. 334,883 and 344,304) which said section 8000, as indicated by the Superior Court of the State of California, is a newspaper of general circulation as defined by Government Code and (the) was the public notice advertising Clerk of THE DAILY REVIEW.

in the office of

AFFIDAVIT OF PUBLICATION

IN AND FOR THE COUNTY OF ALAMEDA
SUPERIOR COURT OF THE STATE OF CALIFORNIA

CITY CLERK'S OFFICE

OCT 1 1910

CITY OF SAN LEANDRO

The Daily Review

RECORDING REQUESTED BY

77

159

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



Office of City Clerk 415-577-3366

16 October 1979

G. Ernest Lopez, Esq.
250 Juana Avenue
San Leandro, California 94577

Dear Mr. Lopez:

Please be advised that the matter of acquisition of property by exercise of the power of eminent domain (Raj, Inc. - Hesperian Boulevard) which was scheduled for hearing on Monday, 15 October 1979 has been continued to Monday, 5 November 1979 at 8:15 P.M.

Your client, Raj, Inc., has been notified this date by certified mail.

Very truly yours,

Richard H. West

Richard H. West, CMC
City Clerk

ob
Certified Mail R

SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.	
1. The following service is requested (check one): ☒ Show to whom and date delivered. ☐ Show to whom, date, and address of delivery. ☐ RESTRICTED DELIVERY Show to whom and date delivered. ☐ RESTRICTED DELIVERY. Show to whom, date, and address of delivery. \$ (CONSULT POSTMASTER FOR FEES)	
2. ARTICLE ADDRESSED TO: G. Ernest Lopez, Esq. 250 Juana Avenue San Leandro, California 94577	
3. ARTICLE DESCRIPTION: REGISTERED NO. 700786	INSURED NO.
1 (Always obtain signature of addressee or agent) I have received the article described above. SIGNATURE <i>R. West</i> ☐ Addressee ☐ Authorized agent	
4. DATE OF DELIVERY 10-17-79	
5. ADDRESS (Complete only if requested)	
6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS	

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



Office of City Clerk 415-577-3366

16 October 1979

RAJ, Incorporated
15028 Hesperian Boulevard
San Leandro, California 94578

Gentlemen:

Please be advised that the matter of acquisition of property by exercise of the power of eminent domain (Raj, Inc. - Hesperian Boulevard) which was scheduled for hearing on Monday, 15 October 1979 has been continued to Monday, 5 November 1979 at 8:15 P.M.

Your attorney, G. Ernest Lopez, has been notified this date by certified mail.

Very truly yours,

Richard H. West

Richard H. West, CMC
City Clerk

ob
Certified Mail R

SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.		1. The following service is requested (check one). ☒ Show to whom and date delivered. _____ ☐ Show to whom, date, and address of delivery. _____ ☐ RESTRICTED DELIVERY Show to whom and date delivered. _____ ☐ RESTRICTED DELIVERY Show to whom, date, and address of delivery. \$ _____ (CONSULT POSTMASTER FOR FEES)		2. ARTICLE ADDRESSED TO: RAJ, Incorporated 15028 Hesperian Boulevard San Leandro, California 94578		3. ARTICLE DESCRIPTION: REGISTERED NO. _____ CERTIFIED NO. _____ INSURED NO. _____ 700787		1. (Always obtain signature of addressee or agent) I have received the article described above. SIGNATURE ☐ Addressee ☐ Authorized agent <i>Richard H. West</i>		4. DATE OF DELIVERY OCT 23 1979 POSTMARK SAN LEANDRO CA OCT 23 1979		5. ADDRESS (Complete only if requested)		6. UNABLE TO DELIVER BECAUSE		STAMPING CLERK'S INITIALS	
--	--	---	--	---	--	---	--	--	--	---	--	---	--	------------------------------	--	---------------------------------	--

Office of City Clerk

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



Refused
10-18-79 JS

CITY OF SAN LEANDRO

OCT 23 1979

CITY CLERK'S OFFICE



RAJ, Incorporated

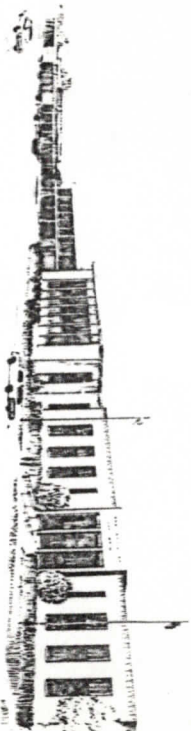
15028 Hesperian Boulevard

San Leandro, California 94578

REFUSE (REFUSED)

CERTIFIED
No 700787
MAIL

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



Office of City Clerk 415-577-3366

6 November 1979

RAJ, Incorporated
15028 Hesperian Boulevard
San Leandro, California 94578

Gentlemen:

Please be advised that the matter of acquisition of property by exercise of the power of eminent domain (Raj, Inc. - Hesperian Boulevard) which was scheduled for hearing on Monday, 6 November 1979 has been continued to Monday, 19 November 1979 at 8:15 P.M.

Your attorney, G. Ernest Lopez, has been notified this date by certified mail.

Very truly yours,

Richard H. West

Richard H. West, CMC
City Clerk

ob
Certified Mail Receipt

PS Form 3811, Aug. 1978

SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
☒ Show to whom and date delivered.40¢
☐ Show to whom, date, and address of delivery.¢
☐ RESTRICTED DELIVERY
Show to whom and date delivered.¢
☐ RESTRICTED DELIVERY.
Show to whom, date, and address of delivery. \$
(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
RAJ, Incorporated
15028 Hesperian Boulevard
San Leandro, California 94578

3. ARTICLE DESCRIPTION:
REGISTERED NO. | CERTIFIED NO. | INSURED NO.
| 700789 |
(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY: NOV - 9 1979

5. ADDRESS (Complete only if requested):
SAN LEANDRO, CA
NOV 9 1979

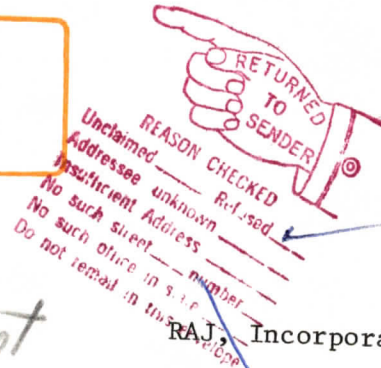
6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS: HSP

☆ GPO: 1978-272-382

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

Office of City Clerk

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



7815
11-7-79
B
Refused

*Return Receipt
Requested*

RAJ, Incorporated

15028 Hesperian Boulevard

San Leandro, California 94578



CERTIFIED

No 700789

MAIL

CITY OF SAN LEANDRO

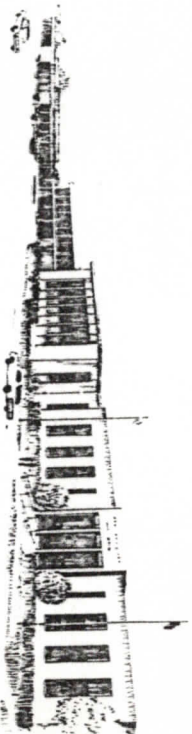
NOV 9 1979

CITY CLERK'S OFFICE

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

Office of City Clerk 415-577-3366

6 November 1979



G. Ernest Lopez, Esq.
250 Juana Avenue
San Leandro, California

94577

Dear Mr. Lopez:

Please be advised that the matter of acquisition of property by exercise of the power of eminent domain (Raj, Inc. - Hesperian Boulevard) which was scheduled for hearing on Monday, 5 November 1979 has been continued to Monday, 19 November 1979 at 8:15 P.M.

Your client, Raj, Inc., has been notified this date by certified mail.

Very truly yours,

Richard H. West

Richard H. West, CMC
City Clerk

ob
Certified Mail Receipt

● SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.		
1. The following service is requested (check one). ☒ Show to whom and date delivered. .40¢ ☐ Show to whom, date, and address of delivery. _____¢ ☐ RESTRICTED DELIVERY Show to whom and date delivered. _____¢ ☐ RESTRICTED DELIVERY. Show to whom, date, and address of delivery. \$ _____ (CONSULT POSTMASTER FOR FEES)		
2. ARTICLE ADDRESSED TO: G. Ernest Lopez, Esq. 250 Juana Avenue San Leandro, California 94577		
3. ARTICLE DESCRIPTION:		
REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	700790	
(Always obtain signature of addressee or agent)		
I have received the article described above. SIGNATURE ☐ Addressee ☐ Authorized agent		
<i>R. West</i>		
4. DATE OF DELIVERY	POSTMARK	
NOV 07 1979	NOV 7 1979	
5. ADDRESS (Complete only if requested)		
6. UNABLE TO DELIVER BECAUSE:		CLERK'S INITIALS

CITY OF SAN LEANDRO

INTEROFFICE MEMO

TO [✓] City Clerk

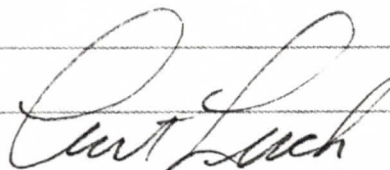
DATE December 7, 1979

FROM Curt Luck, Assistant Public Works Director

SUBJECT Certificate of Acceptance - 15028 Hesperian Blvd.

Please prepare a signed but undated certificate of acceptance for the acquisition of the RAJ, Inc. property located at 15028 Hesperian Blvd., as approved by the City Council on Nov. 19, 1979. Please send the certificate to this office when it's ready.

CL/aj



CITY OF SAN LEANDRO

DEC 10 1979

CITY CLERK'S OFFICE

11 December 1979

Attached as requested.



R. H. West

City Clerk

ob



POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

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

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

and in addition, as to an insured lender only:

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

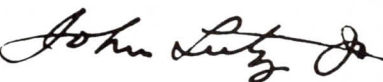
IN WITNESS WHEREOF, First American Title Insurance Company has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.



First American Title Insurance Company

BY 

PRESIDENT

ATTEST 

SECRETARY

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

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

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

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

(b) The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured; and the Company may take any appropriate action, whether or not it shall be liable under the terms of this policy, and shall not thereby concede liability or waive any provision of this policy.

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

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

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

4. PROOF OF LOSS OR DAMAGE - LIMITATION OF ACTION

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

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

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

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

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

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

6. DETERMINATION AND PAYMENT OF LOSS

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

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

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

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

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

(Continued on inside back cover)

SCHEDULE A

r1

Total Fee for Title Search, Examination
and Title Insurance \$ 151.50

Amount of Insurance: \$ 20,990.00

Policy No. 805246

Date of Policy: April 3, 1980 at 10:30 a.m.

1. Name of Insured:

CITY OF SAN LEANDRO

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

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 B

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

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule C, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.
7. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
8. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records.
9. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not shown by the public records and not otherwise excluded from coverage but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had been a purchaser or encumbrancer for value without knowledge.

Part Two:

- A. TAXES for the fiscal year 1980-81, a lien not yet due or payable.
- B. COUNTY AND CITY TAXES for the fiscal year 1979-80
1st Install: paid
2nd Install: open
A. P. No: 77D-1496-2-4
1. Any and all unrecorded leases which may be disclosed by an inspection of the premises.

SCHEDULE C

The land referred to in this policy is situated in the State of California
County of Alameda, City of San Leandro,

and is described as follows:

A portion of Lot 9, according to the "Map of the Coelho Tract," filed December 11, 1899 in the office of the County Recorder of Alameda County, and of record in Map Book 15, page 100, bounded as follows:

Beginning at the intersection of the eastern line of County Road to San Lorenzo, known as Hesperian Boulevard, as shown on said Map, with the southern line of said Lot 9; and running thence along said line of Hesperian Boulevard, North $0^{\circ} 27'$ west 93.51 feet to the southern line of the parcel of land described as parcel 2 in the deed by Safeway Stores Incorporated, to Metropolitan Life Insurance Company, dated November 30, 1955, recorded December 30, 1955 in Book 7893 of Official Records of Alameda County, page 421; thence along the last mentioned line north $81^{\circ} 03'$ east 229.68 feet to the western line of the parcel of land described as Parcel 1 in the deed by Safeway Stores Incorporated, to Metropolitan Life Insurance Company, dated September 19, 1951 recorded September 26, 1951 in Book 6544 of said Official Records, page 173; thence along the last mentioned line and along the western line of the parcel of land described as Parcel 1 in the deed first above mentioned (7893 OR 421) south $0^{\circ} 27'$ east 93.51 feet to said southern line of Lot 9; thence along the last mentioned line south $81^{\circ} 03'$ west 229.68 feet to the point of beginning.

A.P. No. 77D-1496-2-4

INDORSEMENT

Attached to Policy No. 805246

Issued by

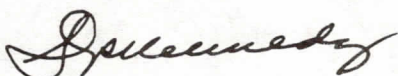
First American Title Insurance Company

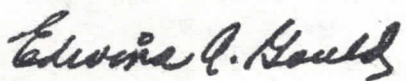
1. This Indorsement shall be effective only if at Date of Policy there is located on the land described in said Policy a one-to-four family residential structure, in which the Insured Owner resides or intends to reside. For the purpose of this Indorsement the term "residential structure" is defined as the principal dwelling structure located on said land together with all improvements thereon related to residential use of the property except plantings of any nature, perimeter fences and perimeter walls, and the term "Insured Owner" is defined as any insured named in paragraph 1 of Schedule A and, subject to any rights or defenses the Company may have had under said Policy and all indorsements, such insured's heirs, distributees, devisees, survivors, personal representatives or next of kin.
2. The Company hereby insures the Insured Owner of the estate or interest described in Schedule A against loss or damage which the Insured Owner shall sustain by reason of:
 - a. the existence at Date of Policy of any of the following matters:
 - (1) lack of a right of access from said land to a public street;
 - (2) any statutory lien for labor or materials attaching to said estate or interest arising out of any work of improvement on said land, in progress or completed at the date of the policy, except those liens arising out of a work of improvement for which the insured has agreed to be responsible.
 - b. the removal of the residential structure or the interference with the use thereof for ordinary residential purposes as the result of a final Court Order or Judgment, based upon the existence at the Date of the Policy of:
 - (1) any encroachment of said residential structure or any part thereof onto adjoining lands, or onto any easement shown as an exception in Part II of Schedule B of said Policy, or onto any unrecorded subsurface easement;
 - (2) any violation on the land of enforceable covenants, conditions or restrictions, provided that this coverage shall not refer to or include the terms, covenants and conditions contained in any lease, sub-lease, or contract of sale referred to in this Policy;
 - (3) any violation of applicable zoning ordinances to the extent that such ordinances regulate (a) area, width or depth of the land as a building site for the residential structure; (b) floor space area of the residential structure; (c) set back of the residential structure from the property lines of the land; or (d) height of the residential structure.
 - c. damage to the residential structure resulting from the exercise of any right to use the surface of said land for the extraction or development of the minerals excepted from the description of said land or shown as a reservation in Schedule B.

The total liability of the Company under said Policy and all indorsements attached thereto shall not exceed, in the aggregate, the amount of said Policy and costs which the Company is obligated under the conditions and stipulations thereof to pay; and nothing contained herein 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.

First American Title Insurance Company

BY  PRESIDENT

BY  ASSISTANT SECRETARY



INDORSEMENT

Attached to Policy No. 805246

Issued by

First American Title Insurance 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:

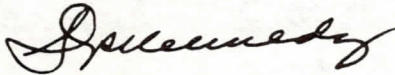
1. Notwithstanding anything contained in said Policy to the contrary, the amount of insurance provided by said Policy, as stated in Schedule A thereof, is subject to cumulative annual upward adjustments in the manner and to the extent hereinafter specified.
2. "Adjustment Date" is defined, for the purpose 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.

First American Title Insurance Company

BY

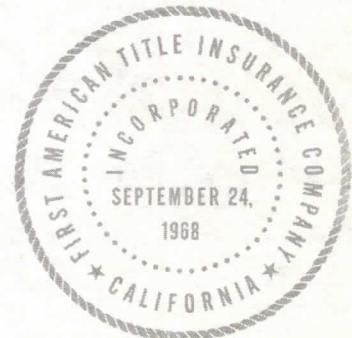


PRESIDENT

BY



ASSISTANT SECRETARY



NOTE: In connection with a future application for title insurance covering said land, reissue credit on premium charges (if applicable at all) will be allowed only upon the original face amount of insurance as stated in Schedule A of said Policy.

THIS POLICY IS NOT VALID UNLESS IT IS SIGNED BY THE INSURED AND THE AGENT.

10-10-10

10-10-10

10-10-10



THIS POLICY IS NOT VALID UNLESS IT IS SIGNED BY THE INSURED AND THE AGENT.

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10-10-10

10-10-10

10-10-10

CONDITIONS AND STIPULATION

(Continued from inside front cover)

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

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

7. LIMITATION OF LIABILITY

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

8. REDUCTION OF INSURANCE; TERMINATION OF LIABILITY

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

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

9. LIABILITY NONCUMULATIVE

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

or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgage any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

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

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

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

11. LIABILITY LIMITED TO THIS POLICY

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

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

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

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

12. NOTICES, WHERE SENT

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

POLICY OF TITLE INSURANCE



First American Title Insurance Company

HOME OFFICE: SANTA ANA CALIFORNIA

CITY OF SAN LEANDRO
APR 23 1980
CITY CLERK'S OFFICE

IN THE CITY COUNCIL OF THE CITY OF SAN LEANDRO

RESOLUTION NO. 79 - 262

1206

RESOLUTION AUTHORIZING GIVING OF NOTICE OF
INTENT TO ADOPT CONDEMNATION RESOLUTION:
(RAJ Inc.)

Recitals

The Director of Public Works has recommended to the City Council that a certain parcel of property be acquired by the City for public use by the exercise of the power of eminent domain.

In accordance with Section 1245.235 of the Code of Civil Procedure, the City desires to afford the owner of such parcel the opportunity to appear and be heard at a public hearing concerning those matters specified in Section 1240.030 and 1240.410 of the Code of Civil Procedure.

NOW, THEREFORE, the City Council of the City of San Leandro does RESOLVE as follows:

1. That the City Council announces its intent to adopt the attached resolution of necessity.
2. That the City Clerk is hereby authorized and directed to give the notice of said intention as required by Section 1245.235 of the Code of Civil Procedure.
3. That said notice shall provide that the City Council shall hold the hearing required by Section 1245.235 of the Code of Civil Procedure at the City Council meeting to be held at 8:15 p.m. on October 15, 1979, in the City Council Chambers and that all requests to appear and be heard at said hearing shall be filed in writing in the office of the City Clerk not later than 5:00 p.m. on October 15, 1979.

Introduced by Council Member McGue

and passed and adopted

this 17th day of September, 1979, by the following called vote:

Members of the Council:

Ayes: Frazier, Klehs, Landis, McGue, Seymon;
Mayor Gill (6)

Noes: None (0)

Absent: Council Member Soares (1)

Attest:



RICHARD H. WEST, City Clerk

NOTICE OF PUBLIC HEARING ON ADOPTION OF RESOLUTION
AUTHORIZING ACQUISITION OF PROPERTY BY EXERCISE OF
THE POWER OF EMINENT DOMAIN:
(RAJ Inc.)

TO: All Persons on Latest Equalized
Assessment Roll for Each Parcel

NOTICE IS HEREBY GIVEN that a public hearing will be held at 8:15 p.m. on October 15, 1979, in the Council Chambers, City Hall, 835 East 14th Street, San Leandro, California, at which time the Council of the City of San Leandro will consider the adoption of the attached resolution or resolutions authorizing the acquisition by the City of San Leandro of the real property, or interest therein, pursuant to the exercise of the power of eminent domain. For your convenience, maps are attached to this notice showing the property described in said resolution or resolutions and the relationship of such property to the project for which it is proposed to be taken.

You are further notified that the law affords you the right to appear at the above-mentioned public hearing and to be heard in reference to each of the matters referred to in Section 1240.030 of the Code of Civil Procedure of the State of California, which matters may be generally stated as follows:

1. That the public interest and necessity require the public project described in the attached proposed resolution.
2. That the proposed public project is planned or located in the manner that will be most compatible with the greatest public good and least private injury.
3. That the property described in the attached proposed resolution(s) is necessary for the public project.

You are further notified that you must file with the City Clerk of the City of San Leandro, City Hall, 835 E. 14th Street, San Leandro, California, a written request to appear and be heard at the City Council hearing not later than 5:00 p.m. on October 15, 1979. Your failure to file a timely written request will result in the waiver of your right to appear and be heard at the City Council hearing.

If you wish to seek the advise of an attorney in this matter, you should do so promptly so that your written request to appear and be heard, if any, may be filed with the City Clerk on time.

DATE OF MAILING:

17 September, 1979



RICHARD H. WEST, City Clerk

If you desire to waive your right to appear please execute below and return to the above address. Upon receipt of waivers from all parties the City Council will adopt the resolution(s) without further notice.

Date:

PROPERTY OWNER OR REPRESENTATIVE

IN THE CITY COUNCIL OF THE CITY OF SAN LEANDRO

RESOLUTION NO. 79 -

RESOLUTION OF NECESSITY AUTHORIZING THE ACQUISITION
OF CERTAIN PROPERTY AND FINDING THAT THE PUBLIC IN-
TEREST AND NECESSITY REQUIRE THE PROPOSED PROJECT,
THAT THE LOCATION THEREOF CAUSES THE LEAST PRIVATE
INJURY, THAT THE SUBJECT PROPERTY IS NECESSARY FOR
THE PROPOSED PROJECT
(RAJ Inc.)

Recitals

1. The Director of Public Works has recommended to the City Council that certain parcel described in Exhibit A (attached hereto and incorporated herein by this reference) be acquired by the City of San Leandro for public use by this exercise of the power of eminent domain.

2. Pursuant to Chapter 4, Title 7, Part 3 of the Code of Civil Procedure, the Council passed Resolution No. 79 - 262 authorizing the giving of notice of intent to adopt this resolution of necessity for condemnation.

3. In accordance with Resolution No. 79 - 262 the City Clerk has given notice to persons required by law to be notified.

4. Written requests to appear have been received from:

(a) None

(b)

(c)

5. Due consideration of all oral and documentary evidence introduced has been given and official notice of the plans, specifications, reports, negative declaration heretofore prepared or adopted has been taken;

NOW, THEREFORE, the City Council of the City of San Leandro does
FIND and RESOLVE as follows:

- (a) The subject property is taken for public use for public right of way and other public uses. (Streets and Highways Code Section 5100 - 5102, Government Code Section 40404, San Leandro Municipal Charter).
- (b) The property taken pursuant to this exercise of the power of eminent domain is located in the City of San Leandro. (See location map marked Exhibit B and incorporated herein by this reference).
- (c) The public interest and necessity require the propped project.
- (d) The proposed project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury.
- (e) The property described herein is necessary for the proposed project.

Introduced by Council Member _____ and passed and adopted
this _____ day of October, 1979, by the following called vote:

Members of the Council:

Ayes:

()

Noes:

()

Absent:

()

Attest: _____

RICHARD H. WEST, City Clerk

EXHIBIT A

Real property in the City of San Leandro, County of Alameda, State of California, being a portion of that parcel of land described in the deed from John A. Ricardo and Bertine M. Ricardo to RAJ, Inc. recorded April 15, 1975 on Reel 3934, at Image 757 Alameda County Records, and being further described as follows:

Beginning at the intersection of the south line of lot 9, as said lot is shown on the Map of the Coelho Tract, filed December 11, 1899 in Map Book 15, at Page 100, Alameda County Records, with the east line of Hesperian Boulevard, formerly County Road to San Lorenzo (60 feet wide); thence along the said east line of Hesperian Boulevard north $0^{\circ} 27'$ west, 93.51 feet to the south line of parcel 2 as described in the deed from Safeway Stores Incorporated to Metropolitan Life Insurance Company, recorded December 30, 1955 in Book 7893, at Page 421, Alameda County Records; thence along the last said line north $81^{\circ} 03'$ east, 24.27 feet to a line drawn parallel with and 24.00 feet easterly, measured at right angles, from the said east line of Hesperian Boulevard; thence along the said parallel line south $0^{\circ} 27'$ east 93.51 feet to the said south line of lot 9; thence along the last said line south $81^{\circ} 03'$ west 24.27 feet to the TRUE POINT OF BEGINNING.

The above described parcel of land contains 2244 square feet, more or less.

LD 77-17
Dwg 701 Case 1602
HESPERIAN BLVD. PLAN LINE
RAJ Inc.
77D-1496-2-4

SEP 14 1982

REEL... IMAGE...

Approved as to Form
RICHARD J. MOORE, County Counsel

By 1-053 Deputy

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

On motion of Supervisor..., Seconded by Supervisor...,
and approved by the following vote,
Ayes: Supervisors...
Noes: Supervisors...
Excused or Absent: Supervisors...

THE FOLLOWING RESOLUTION WAS ADOPTED: C A N C E L T A X E S NUMBER 194568

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):

77D-1496-2-4 WOP (1979-80 & 1980-81)

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 authorization of the City Council of the City of San Leandro,

that the County Auditor be and he is hereby ordered and directed to cancel any and all uncollected taxes or assessments and penalties or costs thereon, now a lien upon the above described parcel(s) of real property; provided, however, that this resolution and order shall not be construed as making or authorizing the cancellation of any taxes or assessments or penalties or costs thereon, charged or levied on any possessory interest in or to said parcel(s) of real property, or any special assessment levied on said parcel(s) of real property; and

BE IT FURTHER RESOLVED AND ORDERED that if said parcel(s) of real property has/have been sold to the State for nonpayment of any of said taxes, and a certificate of sale or deed therefor has been issued to the State, and the State has not disposed of the property so sold, the County Auditor be and he is hereby ordered and directed to cancel the certificate of sale or deed so issued; and

BE IT FURTHER RESOLVED that pursuant to the provisions of Sections 134, 2921.5 and 4986 of the Revenue and Taxation Code, the Auditor is hereby authorized and directed to transfer uncollected taxes and penalties thereon from the "Secured Roll" to the "Unsecured Roll".

CONSENT OF THE COUNTY COUNSEL OF THE
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

The County Counsel of the County of Alameda, State of California, hereby consents to the cancellation of all uncollected ~~county~~ taxes or assessments and penalties or costs thereon, charged or levied and now a lien upon the real property hereinabove described, and as shown on that/those certain deed(s) duly recorded in the office of the Recorder of Alameda County.

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

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

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

COUNTY, CALIFORNIA **SEP 14 1982**

ATTEST: **SEP 14 1982**

WILLIAM MEHRWEIN, CLERK OF
THE BOARD OF SUPERVISORS

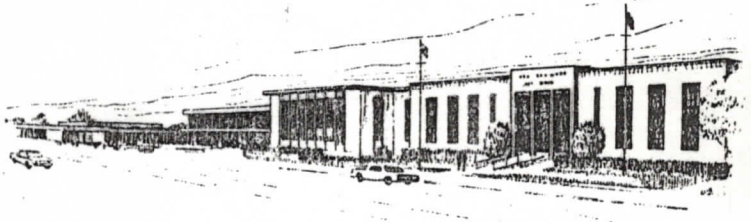
BY: *Rafael Luz B. Terbinat*

CITY OF SAN LEANDRO

SEP 17 1982

CITY CLERK'S OFFICE

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



Office of City Clerk 415-577-3366

23 April 1980

The Honorable Board of Supervisors
County of Alameda
1221 Oak Street
Oakland, California 94612

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 RAJ, INC.

recorded in the Official Records of the County of Alameda under the
County Recorder's Serial No. 80-060189, RE: IM
on 3 April, 19 80.

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

Richard H. West, CMC
City Clerk

CITY OF N LEANDRO ENGINEERING VISION

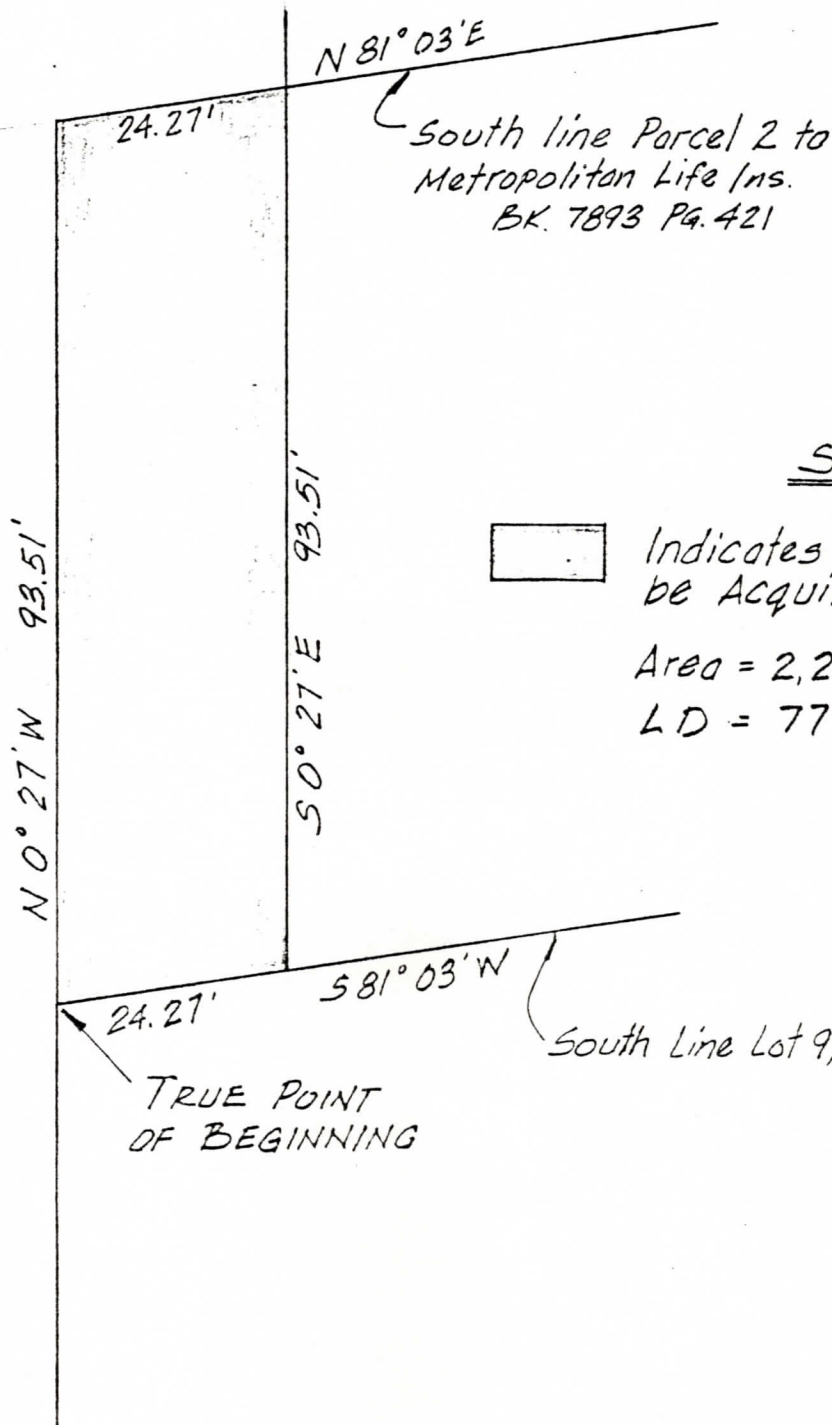
EXHIBIT B

BY Bob K. DATE 6-1-77
CHKD. BY Bob S. DATE 6-1-77

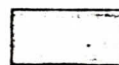
SUBJECT HESPERIAN BLVD.
PLAN LINE WIDENING
RAJ INC. 770-1496-2-4

SHEET NO. _____ OF _____
JOB NO. _____

HESPERIAN BLVD. (60' WIDE)
(County Road to San Lorenzo)



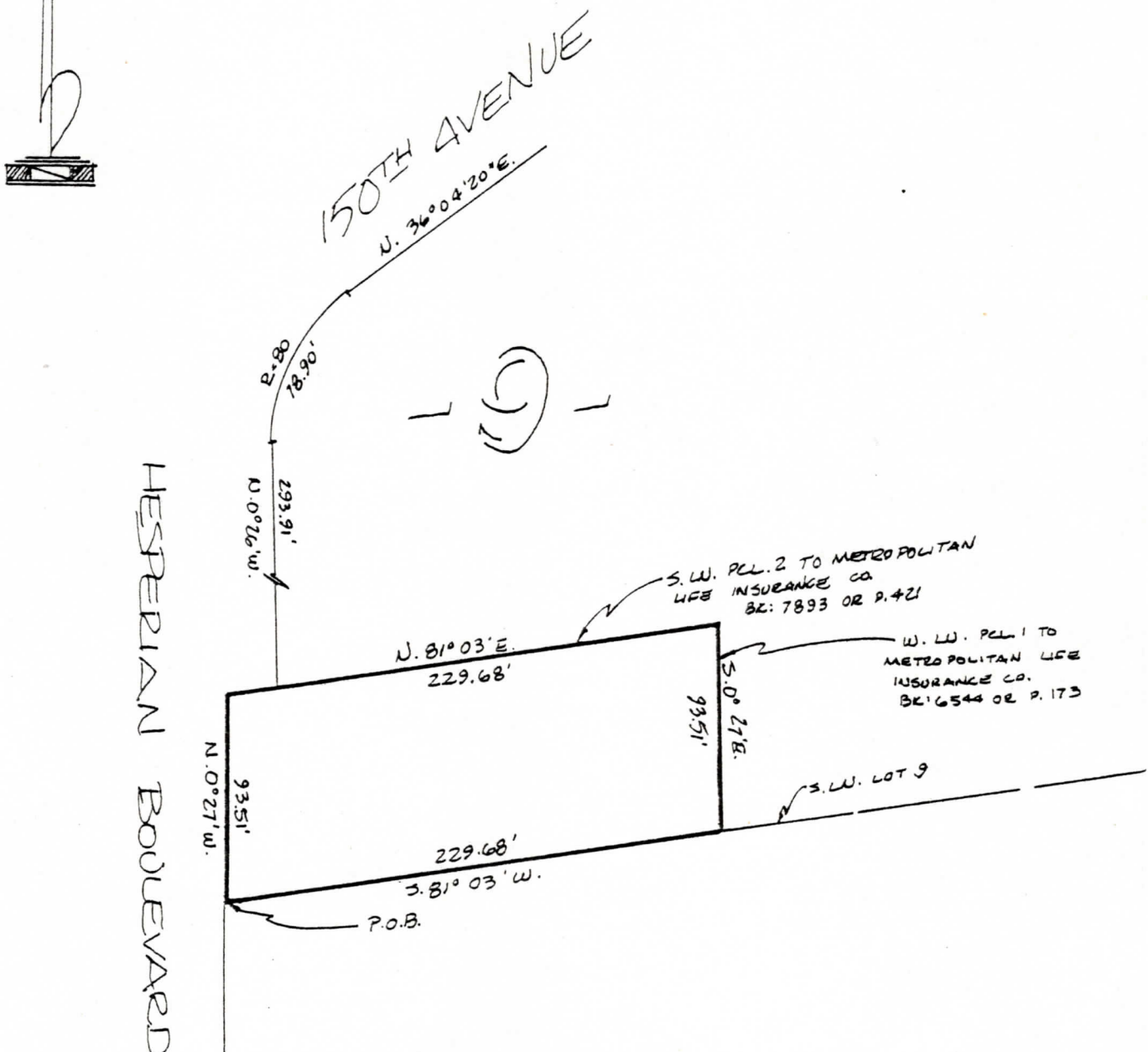
Scale 1" = 20'



Indicates Parcel to be Acquired

Area = 2,244' ± S.F.
LD = 77-17

803605
COELHO TR.
805246



THIS PLAT IS NOT A SURVEY OF THE LAND BUT IS
COMPILED FOR INFORMATION ONLY BY FIRST AMERICAN TITLE COMPANY
FROM DATA SHOWN BY THE OFFICIAL RECORDS.