

001

Recorded at request of
CITY OF SAN LEANDRO
PLEASE RECORD AND RETURN TO:
Richard H. West, City Clerk
City of San Leandro
835 East 14th Street
San Leandro, CA 94577

RECORDED at REQUEST OF
Western Title Ins. Co.
At 10:30 AM.
MAR 21 1983
OFFICIAL RECORDS OF
ALAMEDA COUNTY CALIFORNIA
RENE C. DAVIDSON
COUNTY RECORDER

SL-859793 2
A.P. #75-28-9

GRANT DEED

ROSE M. ATTFIELD, aka ROSE ATTFIELD, a married woman, as her separate property;
ANTOINETTE M. GAMAZA, a single woman; MANUEL F. CANETE, a married man, as his
separate property; DONALD R. GAMAZA, a single man; DENNIS GAMAZA, a married man,
as his sole and separate property; ROBERT M. GAMAZA, a married man, as his
separate property; HARRY L. GAMAZA, a married man, as his separate property;
STEVEN R. KUENNE, a married man, as his separate property; DAVID KUENNE, a
single man; CHERYL KUENNE, a single woman; MICHAEL D. KUENNE, a single man;
MANUEL J. VIAS, a married man, as his separate property; ANTOINETTE J. MATTOS,
a married woman, as her separate property; RAYMOND M. GAMAZA, a married man, as
his separate property; MALEDA B. GAMAZA, a widow; FRANCES CARABALLO, a married
woman, as her separate property; CLARA B. GAMAZA, a widow; JENNIE GAMAZA and
JERRY M. ARSLANIAN, as Trustees of Ronald John Gamaza, deceased, last will and
testament for the benefit of Gregory Michael Gamaza; GARY GAMAZA, a single man;
and ISABEL ROBERTSON, a married woman, as her separate property, hereby grant to
the CITY OF SAN LEANDRO, a municipal corporation, all that land situated in the
City of San Leandro, County of Alameda, State of California, described as follows:

FOR DESCRIPTION, SEE EXHIBIT "A", ATTACHED HERETO

Dated this 20th day of December, 1982.

IN WITNESS WHEREOF, GRANTORS have duly executed this document.

Rose M. Attfield AKA Rose Attfield, a married woman as her separate property.

Antoinette M. Yamaza, a single woman

Mmanuel H. Kriets a married man as his separate property

DONALD R.
GAMAZA

~~Robert M. Attfield~~ - A SINGLE MAN

Denis Fung, a married man, as his separate property

Robert M. Attfield a married man as his separate property

Harry S. Yamaza, a married man, as his separate property.

STEVEN R.
KUEHNE

~~John Kuehne~~ a married man, as his separate property

John Kuehne a single man

Cheryl Kuehne a single woman

Michael D. Kuehne a single man

Mmanuel J. Vais a married man as his separate property

Antoinette J. Mathis - a married woman as her separate property

Raymond M. Gamaza - a married man as his separate property.

Melinda B. Gamaza, Widow of Joseph Gamaza

Frances Cardillo - a married woman as her separate property

Cesar B. Gamaza (Widow of Frank Gamaza)

Jennie Gamaza AND Jesse M. Arslanian

TRUSTEES OF RONALD JOHN GAMAZA (DECEASED) LAST WILL AND TESTAMENT

DATED JUNE 29, 1978 FOR THE BENEFIT OF GREGORY MICHAEL GAMAZA

Gary Gamaza single man

Witnessed Gary Gamaza this 24th day of
Nov. 1982, Sally A. Stone, Notary 2/14/85
Isabel Robertson as a married woman
as separate property.

STATE OF CALIFORNIA }
 COUNTY OF Orange } ss.

On Dec. 3, 1982, before me, the undersigned, a Notary Public in and for
 said State, personally appeared Isabel Robertson

personally known to me (or proved to me on the basis of
 satisfactory evidence) to be the person(s) whose name(s)
 is/are subscribed to the within instrument and acknowledged
 to me that he/she/they executed the same.

WITNESS my hand and official seal.

Signature Kimberly L. Davis
 Kimberly L. Davis
 SF-423-4 (REV. A-7/82) (CA) (INDIVIDUAL)



(This area for official notarial seal)

State of OKLAHOMA }
 County of Oklahoma } ss

— ACKNOWLEDGMENT—General —

On this 28th day of February A. D. 1983 before me,
Sally A. Stone a Notary Public in and for the said
 County and State, residing therein, duly commissioned and sworn, personally ap-
 peared Gary Manuel Gamaza on 11/24/82 - signature on page 3
of Grant Deed #SL-859793 2 A.P. #75-28-9.

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

In Witness Whereof, I have hereunto set my hand and affixed my official seal
 the day and year in this Certificate first above written.

Sally A. Stone
 Notary Public in and for said County and State of Oklahoma
 My Commission Expires 2/14/85

83-044860

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss
COUNTY OF ALAMEDA)

ON THIS 14th day of October in the year One Thousand
Nine Hundred and Eighty-two, before me, Eleanor A. Thomsen,
a Deputy County Clerk in the office of René C. Davidson, County Clerk of the County
of Alameda, State of California, personally appeared Rose M. Attfield and
Antoinette M. Gamaza

known to me to be the persons described in and whose names are
subscribed to the within instrument, and they acknowledged to me that
they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year in this
certificate first above written.

RENÉ C. DAVIDSON, County Clerk of the
County of Alameda, State of California

By: Eleanor A. Thomsen
Eleanor A. Thomsen, Deputy
County Clerk in and for said County
and State

83-044860

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) ss

ON THIS 19th day of October in the year One Thousand
Nine Hundred and Eighty-two, before me, Eleanor A. Thomsen,
a Deputy County Clerk in the office of René C. Davidson, County Clerk of the County
of Alameda, State of California, personally appeared Manuel F. Canete, Donald R.
Gamaza, Dennis Gamaza, Robert M. Gamaza and Harry L. Gamaza

known to me to be the persons described in and whose names are
subscribed to the within instrument, and they acknowledged to me that
they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year in this
certificate first above written.

RENÉ C. DAVIDSON, County Clerk of the
County of Alameda, State of California

By: Eleanor A. Thomsen
Eleanor A. Thomsen, Deputy
County Clerk in and for said County
and State

83-044860

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) ss

ON THIS 4th day of November in the year One Thousand
Nine Hundred and Eighty-two, before me, Eleanor A. Thomsen,
a Deputy County Clerk in the office of René C. Davidson, County Clerk of the County
of Alameda, State of California, personally appeared Jerry M. Arslanian (Trustee)
of Ronald John Gamaza (Deceased) for the benefit of Gregory Michael Gamaza,

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

IN WITNESS WHEREOF, I have hereunto set my hand the day and year in this
certificate first above written.

RENÉ C. DAVIDSON, County Clerk of the
County of Alameda, State of California

By: Eleanor A. Thomsen
Eleanor A. Thomsen, Deputy
County Clerk in and for said County
and State

83-044860

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss
COUNTY OF ALAMEDA)

ON THIS 3rd day of November in the year One Thousand
Nine Hundred and Eighty-two, before me, Eleanor A. Thomsen,
a Deputy County Clerk in the office of René C. Davidson, County Clerk of the County
of Alameda, State of California, personally appeared Jennie Gamaza (Trustee) of
Ronald John Gamaza (Deceased) for the benefit of Gregory Michael Gamaza,
known to me to be the person described in and whose name is
she subscribed to the within instrument, and she acknowledged to me that
she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year in this
certificate first above written.

RENÉ C. DAVIDSON, County Clerk of the
County of Alameda, State of California

By: Eleanor A. Thomsen
Eleanor A. Thomsen, Deputy
County Clerk in and for said County
and State

83-044860

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) ss

ON THIS 2nd day of November in the year One Thousand
Nine Hundred and Eighty-two, before me, Eleanor A. Thomsen,
a Deputy County Clerk in the office of René C. Davidson, County Clerk of the County
of Alameda, State of California, personally appeared Clara B. Gamaza,

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

IN WITNESS WHEREOF, I have hereunto set my hand the day and year in this
certificate first above written.

RENÉ C. DAVIDSON, County Clerk of the
County of Alameda, State of California

By: Eleanor A. Thomsen
Eleanor A. Thomsen, Deputy
County Clerk in and for said County
and State

83-044860

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss
COUNTY OF ALAMEDA)

ON THIS 25th day of October in the year One Thousand
Nine Hundred and Eighty-two, before me, Eleanor A. Thomsen,
a Deputy County Clerk in the office of René C. Davidson, County Clerk of the County
of Alameda, State of California, personally appeared Maleda B. Gamaza, and
Frances Caraballo,

known to me to be the persons described in and whose names are
subscribed to the within instrument, and they acknowledged to me that
they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year in this
certificate first above written.

RENÉ C. DAVIDSON, County Clerk of the
County of Alameda, State of California

By: Eleanor A. Thomsen
Eleanor A. Thomsen, Deputy
County Clerk in and for said County
and State

83-044860

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss
COUNTY OF ALAMEDA)

ON THIS 22nd day of October in the year One Thousand
Nine Hundred and Eighty-two, before me, Eleanor A. Thomsen,
a Deputy County Clerk in the office of René C. Davidson, County Clerk of the County
of Alameda, State of California, personally appeared Raymond M. Gamaza

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

IN WITNESS WHEREOF, I have hereunto set my hand the day and year in this
certificate first above written.

RENÉ C. DAVIDSON, County Clerk of the
County of Alameda, State of California

By: Eleanor A. Thomsen
Eleanor A. Thomsen, Deputy
County Clerk in and for said County
and State

83-044860

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss
COUNTY OF ALAMEDA)

ON THIS 21st day of October in the year One Thousand
Nine Hundred and Eighty-two, before me, Eleanor A. Thomsen,
a Deputy County Clerk in the office of René C. Davidson, County Clerk of the County
of Alameda, State of California, personally appeared Manuel J. Vias and
Antoinette J. Mattos

known to me to be the persons described in and whose names are
subscribed to the within instrument, and they acknowledged to me that
they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year in this
certificate first above written.

RENÉ C. DAVIDSON, County Clerk of the
County of Alameda, State of California

By:

Eleanor A. Thomsen
Eleanor A. Thomsen, Deputy
County Clerk in and for said County
and State

83-044860

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss
COUNTY OF ALAMEDA)

ON THIS 20th day of October in the year One Thousand
Nine Hundred and Eighty-two, before me, Eleanor A. Thomsen,
a Deputy County Clerk in the office of René C. Davidson, County Clerk of the County
of Alameda, State of California, personally appeared Steven R. Kuenne, David
Keunne, Cheryl Kuenne and Michael D. Kuenne,

known to me to be the persons described in and whose names are
subscribed to the within instrument, and they acknowledged to me that
they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year in this
certificate first above written.

RENÉ C. DAVIDSON, County Clerk of the
County of Alameda, State of California

By: Eleanor A. Thomsen
Eleanor A. Thomsen, Deputy
County Clerk in and for said County
and State

EXHIBIT "A"

Real property in the City of San Leandro, County of Alameda, State of California, being a portion of Lots L, M and N, Block 28, as said lots and block are shown on the "Map of the Town of San Leandro", filed February 27, 1855, in Map Book 2, page 43, Alameda County Records, described as follows:

Beginning at a point on the northeastern line of San Leandro Boulevard, formerly Estudillo Street, as said boulevard is shown on said map, distant thereon 50 feet northwesterly from the point of intersection thereof with the northwestern line of Thornton Street, as said street is shown on said map, thence northwesterly along said line of San Leandro Boulevard, 50 feet; thence at a right angle northeasterly 150 feet; thence at a right angle southeasterly 50 feet; and thence at a right angle southwesterly 150 feet to the point of beginning.

The above described parcel of land contains an area of 7,500 square feet, more or less.

EXHIBIT B

Rose M. Attfield
Antoinette M. Gamaza
Manuel F. Canete
Donald R. Gamaza
Dennis Gamaza
Robert M. Gamaza
Harry L. Gamaza
Steven R. Kuenne
David Kuenne
Isabel Robertson
Gary Gamaza

Cheryl Kuenne
Michael D. Kuenne
Manual J. Vias
Antoinette J. Mattos
Raymond M. Gamaza
Maleda B. Gamaza
Frances Caraballo
Clara B. Gamaza
Jennie Gamaza and Jerry M.
Arslanian, trustees of Ronald
John Gamaza (deceased) for
benefit of Gregory Michael
Gamaza

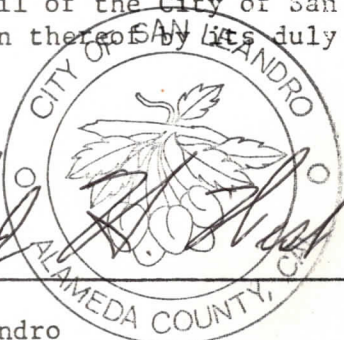
83-044860

This is to certify that the interest in real property conveyed by Deed or Grant, dated December 20, 1982, from See Exhibit B (Grant Deed)

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: January 12, 1983


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



CITY OF SAN LEANDRO

APR 7 1983

CITY CLERK'S OFFICE

Recorded at the request of

CITY OF SAN LEANDRO

Return to

Richard H. West, City Clerk

City of San Leandro

835 East 14th Street

San Leandro, CA 94577

RECORDED at REQUEST OF
Western Title Ins. Co.
At 10:30 AM.
MAR 21 1983
OFFICIAL RECORDS OF
ALAMEDA COUNTY CALIFORNIA
RENE C. DAVIDSON
COUNTY RECORDER

Exhibit C

83-044861

001

JK

Documentary transfer tax \$ No Consideration

- ☐ Computed on full value of property conveyed, or
☐ Computed on full value less liens and encumbrances
remaining thereon at time of sale.

L.R. Smith - W -
Signature of declarant or agent determining tax—firm name

Quit Claim Deed

For ownership, see Page 2 of 3

does quit claim unto City of San Leandro, a municipal corporation,

all that real property situate in the City of San Leandro,

County of Alameda,

State of California, described as follows:

Real property in the City of San Leandro, County of Alameda, State of California, being a portion of Lots L, M and N, Block 28, as said lots and block are shown on the "Map of the Town of San Leandro", filed February 27, 1855, in Map Book 2, page 43, Alameda County Records, described as follows:

Beginning at a point on the northeastern line of San Leandro Boulevard, formerly Estudillo Street, as said boulevard is shown on said map, distant thereon 50 feet northwesterly from the point of intersection thereof with the northwestern line of Thornton Street, as said street is shown on said map, thence northwesterly along said line of San Leandro Boulevard, 50 feet; thence at a right angle northeasterly 150 feet; thence at a right angle southeasterly 50 feet; and thence at a right angle southwesterly 150 feet to the point of beginning.

The above described parcel of land contains an area of 7,500 square feet, more or less.

Dated December 20, 1982

STATE OF CALIFORNIA

County of _____

} ss.

On _____, 19____, before me, the undersigned,
a Notary Public, in and for said State, personally appeared _____

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

Notary Public

FOR NOTARY SEAL OR STAMP

Quit Claim Deed

TO

**WESTERN TITLE
INSURANCE COMPANY**

OFFICIAL RECORDER

W. C. DAVIDSON

MAR 21 1983

W. C. DAVIDSON

RECORDED BY REQUEST OF

OPAL A. CANETE, also known as Alice Canete, wife of Manual Canate; EUNICE PAMELA
GAMAZA, widow of Melio Gamaza; MARY F. GAMAZA, wife of Harry L. Gamaza; PENNY S.
GAMAZA, wife of Dennis Gamaza; CLAUDIA J. GAMAZA, wife of Robert Gamaza; MARY
KUENNE, wife of Steven R. Kuenne; CARL T. ANDERS, widower of Frances Clark
Anders; HARRY E. ATTFIELD, husband of Rose M. Attfield; MARY C. VIAS, wife of
Manuel J. Vias; WILLIAM J. MATTOS, husband of Antoinette Mattos; JACQUELINE M.
GAMAZA, wife of Raymond M. Gamaza; JENNIE GAMAZA, widow of Manuel Gamaza;
CHRISTOPHER CARABALLO, husband of Frances Caraballo; and DAVID ROBERTSON,
husband of Isabel Robertson

Opal A. Canite AKA ^{AC} ~~Alma~~ Canite (WIFE OF MANUEL CANITE)
 Eunice Pamela Gamaza (Widow of Melio Gamaza)
 Mary J. Dango (Wife of Harry L. Gamaza)
 Penny S. Gamaza (Wife of Dennis Gamaza)
 Claudia J. Gamaza (Wife of Robert Gamaza)
 Mary Kuenne (Wife of Steven R. Kuenne)
 Carl J. Anderson (Widow of James Back Anderson)
 Harry E. Atfield Husband of Rose M. Atfield
 Mrs. C. Vias Wife of Manuel J. Vias
 William J. Matter (Husband of Antoinette Matter)
 Jacqueline M. Gamaza (Wife of Raymond M. Gamaza)
 Jennie Gamaza (WIDOW OF MANUEL GAMAZA)
 Christopher Caraballo (Husband of Frances Caraballo)
 David W. Roberts (HUSBAND OF ISABELLE ROBERTS)

STATE OF CALIFORNIA
COUNTY OF Orange

ss.

83-044861

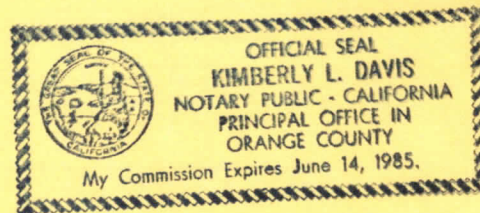
On Dec. 3, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared David W. Robertson

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Signature

Kimberly L. Davis
KIMBERLY L. DAVIS
SF-423-4 (REV. A - 7/82) (CA) (INDIVIDUAL)



(This area for official notarial seal)

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) ss

ON THIS 19th day of October in the year One Thousand
Nine Hundred and Eighty-two, before me, Eleanor A. Thomsen,
a Deputy County Clerk in the office of René C. Davidson, County Clerk of the County
of Alameda, State of California, personally appeared Opal A. Canete; Eunice Pamela
Gamaza; Mary F. Gamaza; Penny S. Gamaza; and Claudia J. Gamaza

known to me to be the persons described in and whose name are
subscribed to the within instrument, and they acknowledged to me that
they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year in this
certificate first above written.

RENÉ C. DAVIDSON, County Clerk of the
County of Alameda, State of California

By:

Eleanor A. Thomsen, Deputy
County Clerk in and for said County
and State

83-044861

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss
COUNTY OF ALAMEDA)

ON THIS 20th day of October in the year One Thousand
Nine Hundred and Eighty-two, before me, Eleanor A. Thomsen,
a Deputy County Clerk in the office of René C. Davidson, County Clerk of the County
of Alameda, State of California, personally appeared Mary E. Kuenne and Carl T.
Anders

known to me to be the persons described in and whose names are
subscribed to the within instrument, and they acknowledged to me that
they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year in this
certificate first above written.

RENÉ C. DAVIDSON, County Clerk of the
County of Alameda, State of California

By: Eleanor A. Thomsen
Eleanor A. Thomsen, Deputy
County Clerk in and for said County
and State

83-044861

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss
COUNTY OF ALAMEDA)

ON THIS 21st day of October in the year One Thousand
Nine Hundred and Eighty-two, before me, Eleanor A. Thomsen,
a Deputy County Clerk in the office of René C. Davidson, County Clerk of the County
of Alameda, State of California, personally appeared Harry E. Attfield; Mary C.
Vias; and William J. Mattos

known to me to be the persons described in and whose names are
subscribed to the within instrument, and they acknowledged to me that
they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year in this
certificate first above written.

RENÉ C. DAVIDSON, County Clerk of the
County of Alameda, State of California

By: Eleanor A. Thomsen
Eleanor A. Thomsen, Deputy
County Clerk in and for said County
and State

83-044861

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) ss

ON THIS 22nd day of October in the year One Thousand
Nine Hundred and Eighty-two, before me, Eleanor A. Thomsen,
a Deputy County Clerk in the office of René C. Davidson, County Clerk of the County
of Alameda, State of California, personally appeared Jacqueline M. Gamaza and
Jennie Gamaza

known to me to be the persons described in and whose names are
subscribed to the within instrument, and they acknowledged to me that
they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year in this
certificate first above written.

RENÉ C. DAVIDSON, County Clerk of the
County of Alameda, State of California

By: Eleanor A. Thomsen
Eleanor A. Thomsen, Deputy
County Clerk in and for said County
and State

83-044861

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) ss

ON THIS 25th day of October in the year One Thousand
Nine Hundred and Eighty-two, before me, Eleanor A. Thomsen,
a Deputy County Clerk in the office of René C. Davidson, County Clerk of the County
of Alameda, State of California, personally appeared Christopher Caraballo

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

IN WITNESS WHEREOF, I have hereunto set my hand the day and year in this
certificate first above written.

RENÉ C. DAVIDSON, County Clerk of the
County of Alameda, State of California

By: Eleanor A. Thomsen
Eleanor A. Thomsen, Deputy
County Clerk in and for said County
and State

EXHIBIT B

Opal A. Canete
Eunice Pamela Gamaza
Mary F. Gamaza
Penny S. Gamaza
Claudia J. Gamaza
Mary E. Kuenne
Carl T. Anders
Harry E. Attfield
Mary C. Vias
William J. Mattos
Jacqueline M. Gamaza
Jennie Gamaza
Christopher Caraballo
David W. Robertson

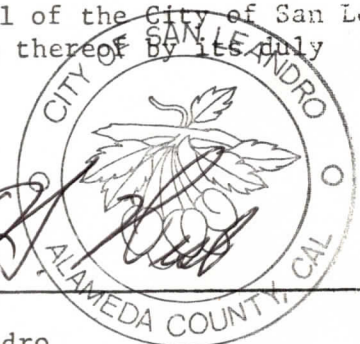
83-044861

This is to certify that the interest in real property conveyed by Deed or Grant, dated December 20, 1982, from See Exhibit B (Quit Claim)

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: January 11, 1983


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



7

CITY OF SAN LEANDRO

APR 7 1983

CITY CLERK'S OFFICE

100723

EXHIBIT "A"

ANTOINETTE GAMAZA, as to an undivided 1/8 interest, ROSE ATTFIELD, as to an undivided 1/8 interest, THE HEIRS OR DEVISEES OF JOSEPH GAMAZA, deceased, as to an undivided 1/8 interest, THE HEIRS OR DEVISEES OF ANDREA VIAS, deceased, as to an undivided 1/8 interest, THE HEIRS OR DEVISEES OF ISABELLE CANETE, deceased, as to an undivided 1/8 interest, THE HEIRS OR DEVISEES OF MANUEL GAMAZA, deceased, as to an undivided 1/8 interest, THE HEIRS OR DEVISEES OF MELIO GAMAZA, deceased, as to an undivided 1/8 interest, and THE HEIRS OR DEVISEES OF FRANK GAMAZA, deceased, as to an undivided 1/8 interest, by Decree of Distribution recorded November 19, 1980, Series No. 205206.
Revenue Tax: None shown.

clerk

OFFICE OF THE CITY ATTORNEY
STEVEN R. MEYERS, City Attorney
MICHAEL S. RIBACK, Chief Assistant City Attorney
CIVIC CENTER
835 E. 14TH STREET
SAN LEANDRO, CA 94577
TELEPHONE (415) 577-3361

Plaintiff
ATTORNEYS FOR _____

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

12	CITY OF SAN LEANDRO, a municipal	)	
13	corporation,	)	
		)	
	Plaintiff,	)	No. H 99239-2
14	v.	)	
		)	
15	The Testate And Intestate	)	
	Successors of JOSEPH GAMAZA,	)	
16	ANDREA VIAS, ISABELLE CANETE,	)	
	MELIO GAMAZA and MANUEL GAMAZA,	)	
17	(deceased) and all persons claiming	)	
	by, through or under such dece-	)	
18	dents, excepting those testate and	)	
	intestate successors signatory to	)	
19	the Grant Deed, 83-044860, under	)	
	which plaintiff claims title, and	)	
20	all persons unknown, claiming any	)	
	legal or equitable right, title,	)	
21	estate, lien or interest in the	)	
	property described in the	)	
22	complaint adverse to plaintiff's	)	
	title, or any cloud on plaintiff's	)	
23	title thereto, named as DOES I	)	
	through X, inclusive,	)	
24		)	
	Defendants.	)	DECLARATION OF
25		)	<u>POSTING</u>

26 MARY J. CAMPOS, declares as follows:

27 ///

28 ///

1 That she is now and at all times herein mentioned was an
2 employee in the Public Works Department, City of San Leandro,
3 County of Alameda, California;

4 That on June 4, 1984, she personally
5 posted on the property described on the attached Summons and
6 Complaint, a copy of said Summons and Complaint in the
7 above-captioned matter;

8 That she personally posted said notices at locations and
9 elevations such that they would attract the attention of
10 passersby and be easily readable;

11 That she completed the posting of said notices on _____
12 June 4, 1984, and thereafter made this declaration
13 and filed it with the Clerk of the City of San Leandro.

14 I declare under penalty of perjury that the foregoing
15 is true and correct.

16 Dated: June 4, 1984

17
18
19
20 Mary J. Campos
21
22
23
24
25
26
27
28

1 OFFICE OF THE CITY ATTORNEY
2 STEVEN R. MEYERS, City Attorney
MICHAEL S. RIBACK, Chief Assistant City Attorney
3 CIVIC CENTER
835 E. 14TH STREET
SAN LEANDRO, CA 94577
4 TELEPHONE (415) 577-3361

ENDORSED
FILED

MAY 30 1934

5 Plaintiff
6 ATTORNEYS FOR _____

RENE C. DAVIDSON, County Clerk
By: Pat Clark, Deputy ✓

7
8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 IN AND FOR THE COUNTY OF ALAMEDA
10 HAYWARD BRANCH
11

12 CITY OF SAN LEANDRO, a municipal)
corporation,)

13 Plaintiff,)

No.

H 99239-2

14 v.)

15 The Testate And Intestate)
16 Successors of JOSEPH GAMAZA,)
ANDREA VIAS, ISABELLE CANETE,)
17 MELIO GAMAZA and MANUEL GAMAZA,)
(deceased) and all persons claiming)
18 by, through or under such dece-)
dents, excepting those testate and)
19 intestate successors signatory to)
the Grant Deed, 83-044860, under)
20 which plaintiff claims title, and)
all persons unknown, claiming any)
21 legal or equitable right, title,)
estate, lien or interest in the)
22 property described in the)
complaint adverse to plaintiff's)
23 title, or any cloud on plaintiff's)
title thereto, named as DOES I)
through X, inclusive,)

24 Defendants.)

COMPLAINT TO QUIET TITLE
(CCP §§ 760.020, 761.020)

26 1. Plaintiff, CITY OF SAN LEANDRO, is a charter city
27 and a municipal corporation.

28 ///

1 2. Plaintiff is the sole owner of the fee simple title
2 of certain real property located in the County of Alameda, namely
3 that real property described in Exhibit A, attached hereto and
4 incorporated herein by this reference, commonly known as 1672 San
5 Leandro Boulevard, in the City of San Leandro ("subject
6 property").

7 3. The basis of plaintiff's title is a Grant Deed,
8 83-044860, to the City of San Leandro from the persons listed in
9 the Grant Deed (Exhibit B, attached hereto and incorporated
10 hereby in this reference), granting the property described in
11 Exhibit A in fee simple to plaintiff dated December 20, 1982, and
12 recorded in the official records of the County of Alameda,
13 83-044860 on March 21, 1983. Plaintiff's title is further based
14 on the Quit Claim Deed to the City of San Leandro from the
15 persons listed in the Quit Claim Deed (Exhibit C, attached hereto
16 and incorporated herein by this reference), quit claiming the
17 property described in Exhibit A to plaintiff, dated December 20,
18 1982, and recorded in the official records of the County of
19 Alameda, 83-044861 on March 21, 1983.

20 4. Defendants are the testate and intestate successors
21 of JOSEPH GAMAHA, ANDREA VIAS, ISABELLE CANETE, MELIO GAMAHA and
22 MANUEL GAMAHA excepting those testate and intestate successors
23 listed on Exhibit A, signatory to the Grant Deed, 83-044860,
24 under which plaintiff claims title to the subject property.

25 5. Plaintiff, CITY OF SAN LEANDRO, is seeking to quiet
26 title against the claims of defendants as follows:

27 Title to the subject property, prior to March 21, 1983,
28 was as shown on Exhibit D, attached hereto and incorporated

1 herein by this reference, by which "The Heirs and Devisees of
2 Joseph Gamaza, Andrea Vias, Isabelle Canete, Manuel Gamaza and
3 Melio Gamaza" each owned an individual one-eighth (1/8) interest
4 in the subject property, for a total of five-eighths (5/8)
5 interest. The remaining three-eighths (3/8) interest was owned by
6 other persons.

7 Plaintiff, through its agent, the County of Alameda,
8 obtained, for valuable consideration, the Grant Deed and Quit
9 Claim Deeds referred to in Paragraph 3 above, from those persons
10 believed by County of Alameda to be the heirs and devisees of
11 JOSEPH GAMAZA, ANDREA VIAS, ISABELLE CANETE, MELIO GAMAZA and
12 MANUEL GAMAZA.

13 Due to the failure to commence and complete probate
14 proceedings on the estates of JOSEPH GAMAZA, ANDREA VIAS,
15 ISABELLE CANETE, MELIO GAMAZA and MANUEL GAMAZA by personal
16 representatives of said deceased persons, the title company
17 issuing the policy of title insurance on the subject property
18 when plaintiff purchased it included a provision in said title
19 insurance policy as an exception to the title as follows:

20 "Any lack of sufficiency of the title and
21 any claims that may be made by reason of
22 the failure to commence and complete
23 proceedings pursuant to the Probate Code
of the State of California on the Estates
of the following deceased persons:

24 JOSEPH GAMAZA
25 ANDREA VIAS
ISABELLE CANETE
26 MELIO GAMAZA
MANUEL GAMAZA"

27 A true copy of said policy of title insurance is
28 attached hereto as Exhibit E and incorporated herein by this

1 reference.

2 6. The claim of said defendants is without any right
3 whatever and such defendants have no right, title, estate, lien
4 or interest whatever in the subject property or any part thereof.

5 7. The defendants herein named as "all person unknown
6 claiming any legal or equitable right, title, estate, lien or
7 interest in the property described in the complaint adverse to
8 plaintiff's title, or any cloud on plaintiff's title thereto,
9 named as DOES I through X, inclusive" are unknown to plaintiff.
10 Such defendants, and each of them, claim some right, title,
11 estate, lien or interest in the above-described property adverse
12 to plaintiff's title and such claim or claims constitute a cloud
13 on plaintiff's title thereto. Such claim or claims are without
14 any right whatever and these defendants have no right, title,
15 estate, lien or interest whatever in the above-described property
16 or any part thereof.

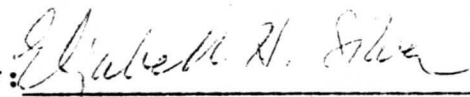
17 8. Plaintiff seeks to quiet title as of the date of
18 filing the complaint herein.

19 WHEREFORE, plaintiff prays as follows:

20 1. For a judgment that plaintiff, CITY OF SAN LEANDRO,
21 is the owner in fee simple of the subject property and that
22 defendants have no interest in the property adverse to the
23 plaintiff; and

24 2. For such other and further relief as the court may
25 deem proper.

26 Dated: May 30, 1984

27 By: 
28

Elizabeth H. Silver
Attorney for Plaintiff,
CITY OF SAN LEANDRO

EXHIBIT A

That parcel of land in the City of San Leandro, County of Alameda, State of California, described as follows:

Portion of Lots L, M and N, Block 28, filed February 27, 1855, Map Book 2, page 43, Alameda County Records, described as follows:

Beginning at a point on the Eastern line of Park Street, formerly Estudillo Street, distant thereon 50 feet Northerly from the point of intersection thereof with the Northern line of Thornton Street; thence northerly along said line of Park Street, formerly Estudillo Street, 50 feet; thence at a right angle Easterly 150 feet; thence at a right angle Southerly 50 feet; and thence at a right angle Westerly 150 feet to the point of beginning.

FP:nac

WESTERN TITLE INSURANCE COMPANY

73 10209

LITIGATION GUARANTEE

No. 100723

LIABILITY \$ 1,000.00

FEE \$ 125.00

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE,

WESTERN TITLE INSURANCE COMPANY

a corporation, herein called the Company,

GUARANTEES

CITY OF SAN LEANDRO

herein called the Assured, against loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the date stated below,

1. The title to the herein described estate or interest was vested in the vestee named, subject to the matters shown as Exceptions herein, which Exceptions are not necessarily shown in the order of their priority; and
2. The necessary parties defendant in an action to (NOT APPLICABLE)

are as herein stated.

Dated: October 1, 1982 , in the County of Alameda
At: 8:00 a.m.

Countersigned:

[Signature]
Vice President



CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this Guarantee mean:

(a) "land": the land described, specifically or by reference, in this Guarantee 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) "date": the effective date;

(d) "the Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company;

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

2. EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

The Company assumes no liability for loss or damage by reason of the following:

(a) 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.

(b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

(c) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, 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 such property, rights or easements are expressly and specifically set forth in said description.

(d) Defects, liens, encumbrances, adverse claims against the title as guaranteed or other matters (1) created, suffered, assumed or agreed to by one or more of the Assured; or (2) resulting in no loss to the Assured.

3. PROSECUTION OF ACTIONS

(a) 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 or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.

(b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all

reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. NOTICE OF LOSS—LIMITATION OF ACTION

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee 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 Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two 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 Assured of any action under this Guarantee.

5. 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 Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

6. LIMITATION OF LIABILITY—PAYMENT OF LOSS

(a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of the liability stated on the face page herof.

(b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorney's fees in litigation carried on by the Assured with the written authorization of the Company.

(c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or ex-

cluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.

(d) All payments under this Guarantee, except for attorneys' fees as provided for in paragraph 6(b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for indorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

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

7. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

8. GUARANTEE ENTIRE CONTRACT

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee.

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

9. 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 Main Office, 350 Bush Street, San Francisco, California.

10. The fee specified on the face of this Guarantee is the total fee for title search and examination and for this Guarantee.

No. 100723

The estate or interest in the land hereinafter described or referred to covered by this Guarantee is:

A FEE

Title to said estate or interest at the date hereof is vested in:

SEE EXHIBIT "A"

EXCEPTIONS:

1- 1982-83 taxes (not assessed separately)

Co. Acct. No.: 75-28-9, Tracer No. 167179, Tax Rate 1.0751

Code Area: 10-001

1st Installment: \$246.70, not yet payable

2nd Installment: \$246.70, not yet payable

Land: \$24,352.00

Imp: \$6,318.00

Exempt: \$7,000.00 Homeowners

Pers. Prop.: None

Pers. Prop. Exempt.: None

2- Deed of trust to secure payment of \$2,300.00 and any other amounts secured thereby dated July 18, 1922, recorded

July 21, 1922, Series No. S/215331, Book 251 OR, page 198

Trustor: Manuel Gamaza and Francisca Garuccu Gamaza, his wife

Trustee: R. Esteves and F. Anderson

Beneficiary: Bartolomeo Lagomarsino

Loan No.: None shown

(Affects additional property)

100723

EXHIBIT "A"

ANJOINETTE GAMAZA, as to an undivided 1/8 interest, ROSE
ATFIELD, as to an undivided 1/8 interest, THE HEIRS OR
DEVISEES OF JOSEPH GAMAZA, deceased, as to an undivided
1/8 interest, THE HEIRS OR DEVISEES OF ANDREA VIAS,
deceased, as to an undivided 1/8 interest, THE HEIRS OR
DEVISEES OF ISABELLE CANETE, deceased, as to an undivided
1/8 interest, THE HEIRS OR DEVISEES OR MANUEL GAMAZA,
deceased, as to an undivided 1/8 interest, THE HEIRS OR
DEVISEES OF MELIO GAMAZA, deceased, as to an undivided
1/8 interest, and THE HEIRS OR DEVISEES OF FRANK GAMAZA,
deceased, as to an undivided 1/8 interest, by Decree of
Distribution recorded November 19, 1980, Series No. 205206.
Revenue Tax: None shown.

No. 100723

Effective Date October 1, 1982

Said necessary parties (other than those having a claim or interest by reason of matters shown in
Exceptions numbered) to be made defendants in said action to be brought by

as plaintiff, are as follows:

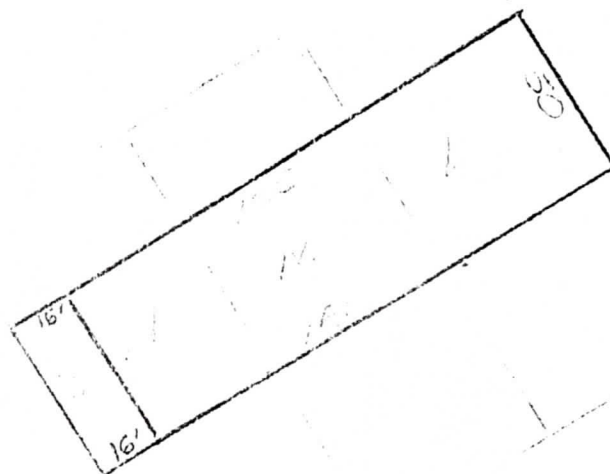
DESCRIPTION:

That parcel of land in the City of San Leandro, County of Alameda, State of California, described as follows:

Portion of Lot N, Block 28, as said Lot and Block are shown on the "Map of the Town of San Leandro", filed February 27, 1855, Map Book 2, page 43, Alameda County Records, described as follows:

Beginning at a point on the northeastern line of San Leandro Boulevard, (formerly Estudillo Street), 80.63 feet wide, as said boulevard is shown on said map, distant thereon 50 feet northwesterly from the point of intersection thereof with the northwestern line of Thornton Street, 60.60 feet wide, as said street is shown on said map; thence northwesterly along said line of San Leandro Boulevard, 50 feet; thence at a right angle, northeasterly, 16 feet; thence at a right angle, southeasterly, 50 feet; and thence at a right angle, southwesterly, 16 feet to the point of beginning.

The above described parcel of land contains an area of 800 square feet, more or less.



THIS IS NOT A SURVEY OF THE LAND, BUT IS COMPILED FROM DATA SHOWN BY THE PUBLIC RECORDS
WESTERN TITLE GUARANTY COMPANY, ALAMEDA COUNTY DIVISION
AND WESTERN TITLE INSURANCE COMPANY

73 10210

LITIGATION GUARANTEE

No. 100722

LIABILITY \$ 1,000.00

FEE \$ 125.00

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE,

WESTERN TITLE INSURANCE COMPANY

a corporation, herein called the Company,

GUARANTEES

CITY OF SAN LEANDRO

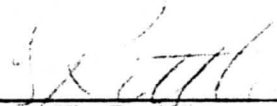
herein called the Assured, against loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the date stated below,

1. The title to the herein described estate or interest was vested in the vestee named, subject to the matters shown as Exceptions herein, which Exceptions are not necessarily shown in the order of their priority; and
2. The necessary parties defendant in an action to (NOT APPLICABLE)

are as herein stated.

Dated: October 1, 1982, in the County of Alameda
At: 8:00 a.m.

Countersigned:


Vice President

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this Guarantee mean:

(a) "land": the land described, specifically or by reference, in this Guarantee 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) "date": the effective date;

(d) "the Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company;

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

2. EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

The Company assumes no liability for loss or damage by reason of the following:

(a) 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.

(b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

(c) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, 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 such property, rights or easements are expressly and specifically set forth in said description.

(d) Defects, liens, encumbrances, adverse claims against the title as guaranteed or other matters (1) created, suffered, assumed or agreed to by one or more of the Assured; or (2) resulting in no loss to the Assured.

3. PROSECUTION OF ACTIONS

(a) 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 or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.

(b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all

reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. NOTICE OF LOSS—LIMITATION OF ACTION

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee 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 Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two 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 Assured of any action under this Guarantee.

5. 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 Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

6. LIMITATION OF LIABILITY—PAYMENT OF LOSS

(a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of the liability stated on the face page hereof.

(b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorney's fees in litigation carried on by the Assured with the written authorization of the Company.

(c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or ex-

cluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.

(d) All payments under this Guarantee, except for attorneys' fees as provided for in paragraph 6(b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for indorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

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

7. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

8. GUARANTEE ENTIRE CONTRACT

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee.

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

9. 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 Main Office, 350 Bush Street, San Francisco, California.

10. The fee specified on the face of this Guarantee is the total fee for title search and examination and for this Guarantee.

No. 100722

The estate or interest in the land hereinafter described or referred to covered by this Guarantee is:

A FEE

Title to said estate or interest at the date hereof is vested in:

SEE EXHIBIT "A"

EXCEPTIONS:

1- 1982-83 taxes (not assessed separately)
Co. Acct. No.: 75-28-9, Tracer No. 167179, Tax Rate 1.0751
Code Area: 10-001

1st Installment: \$246.70, not yet payable

2nd Installment: \$246.70, not yet payable

Land: \$24,352.00

Imp: \$6,318.00

Exempt: \$7,000.00 Homeowners

Pers. Prop.: None

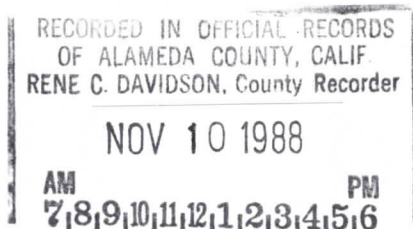
Pers. Prop. Exempt.: None

2- Deed of trust to secure payment of \$2,300.00 and any
other amounts secured thereby dated July 18, 1922, recorded
July 21, 1922, Series No. S/215331, Book 251 OR, page 198
Trustor: Manuel Gamaza and Francisca Garuccu Gamaza, his wife
Trustee: R. Esteves and F. Anderson
Beneficiary: Bartolomeo Lagomarsino
Loan No.: None shown
(Affects additional property)

1098
013

RECORDING REQUESTED BY:
G. L. Dennehey, City Clerk
City of San Leandro
835 East 14th Street
San Leandro CA 94577

AND WHEN RECORDED, MAIL TO:
G. L. Dennehey, City Clerk
City of San Leandro
835 East 14th Street
San Leandro CA 94577



6/3

CITY OF SAN LEANDRO
DEC 22 1988
CITY CLERK'S OFFICE

CITY OF SAN LEANDRO, CALIFORNIA

Abstract of Public
Improvement Agreement

The Abstract of Public Improvement Agreement is executed concurrently with that certain Public Improvement Agreement, dated November 9, 1987, between the CITY OF SAN LEANDRO, a municipal corporation (herein referred to as "City") and Tony Pon, (herein referred to as "Owners"), relating to the making of public improvements on that real property described in the aforementioned Public Improvement Agreement, which is on file with the City of San Leandro, City Engineer's Office, 835 East 14th Street, San Leandro, California (herein referred to as "the subject property"), and commonly referred to as 550 San Leandro Boulevard.

In consideration for approval of building permits issued in accordance with CU 86-3

by City, owner has agreed to improve certain streets and public easements at the subject property to standards prescribed by City and to make certain other improvements and to pay to City such sums as are specified in detail in the above mentioned Public Improvement Agreement, a copy of which is on file for public inspection in the office of the City Clerk, 835 East 14th Street, San Leandro, California. Under the provisions of the San Leandro Municipal Code, the substantial completion of the work provided for in said Public Improvement

Agreement may be a condition precedent to the issuance by the City of building permits or other entitlements of use for the subject property.

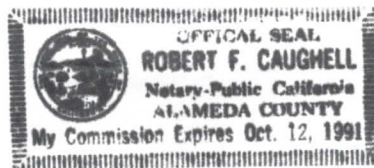
IN WITNESS WHEREOF, the parties have executed this Abstract of Public Improvement Agreement.

CITY OF SAN LEANDRO, a municipal corporation

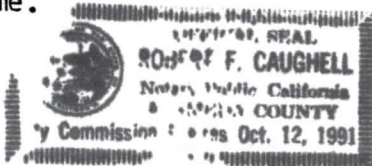
By

Curtis M. Luck
City Engineer

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) ss



On this 9th day of November, in the year 87, before me, Robert F. Caughell, a Notary Public, personally appeared Curtis M. Luck, personally known to me to be the City Engineer of the City of San Leandro and known to me to be the person who executed the within instrument on behalf of said municipal corporation, and acknowledged to me that said City of San Leandro executed the same.



Robert F. Caughell
Notary Public

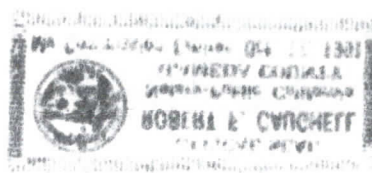
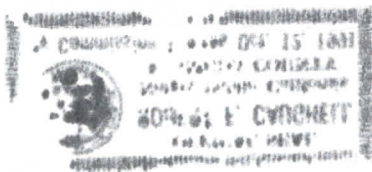
OWNER

(Appropriate Owner)
(Acknowledgement Required)

Tony Pon

Tony Pon
Signature

Signature



GENERAL ACKNOWLEDGMENT

State of California

County of Alameda

SS.

On this the 14th day of APRIL, 1987, before me,

EDWARD B. WONG,

the undersigned Notary Public, personally appeared

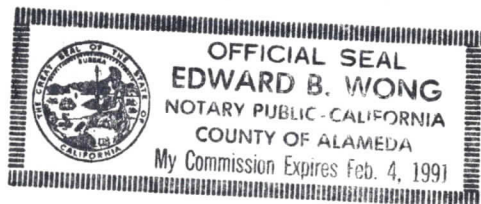
TONY POY,

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.



Notary's Signature

Edward B. Wong

MEMORANDUM

TO: File

DATE: 10/15/84

FROM: Steven R. Meyers, City Attorney

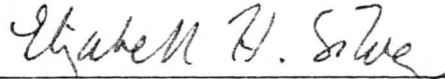
By: Elizabeth H. Silver, Assistant City Attorney

RE: San Leandro vs. Gamaza, Superior Court # H99239-2;

Grant Deed 83-044860 (Attfield); 1672 San Leandro Boulevard

An exception to title (Exception #3) was included in the title insurance policy for the subject property issued by Western Title Insurance Company when the City purchased this property in March 1983. This exception was included because of the lack of probate proceedings for five of the children of Mr. and Mrs. Gamaza (the original owners of the property).

The quiet title action filed in May, 1984, removed this exception to title. The judgment in action #H-99239-2 has been recorded and acts to terminate any interest of unknown heirs of the five deceased children of the Gamazas. When this property is ultimately sold by the City the title should be free and clear.



Elizabeth H. Silver

EHS: dc

CC : City Clerk ✓

CITY of SAN LEANDRO

OCT 15 1984

CITY CLERK'S OFFICE

MEMORANDUM

TO: Dick West, City Clerk

DATE: 1/10/83

FROM: Steven R. Meyers, City Attorney

By: Elizabeth H. Silver, Assistant City Attorney

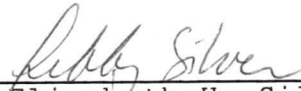
RE: 1672 San Leandro Blvd. (Gamaza)

The City is purchasing 1672 San Leandro Boulevard for widening of San Leandro Boulevard. We have received a Grant Deed and Quit Claim Deed from the property owners and their spouses, respectively.

Please complete and return to me a certificate of acceptance for the real property described on the attached legal description:

1. Grant Deed dated December 20, 1982 from the persons listed on Exhibit A to the City of San Leandro.
2. Quit Claim Deed dated December 20, 1982 from the persons listed on Exhibit B to the City of San Leandro.

We will then forward the deeds to the title company. Authority for this purchase is Council Resolution 82-280.



Elizabeth H. Silver

EHS: dc
Attachment

1/10/83 - Two certificates of acceptance attached hereto as requested.



EXHIBIT A

Rose M. Attfield

Antoinette M. Gamaza

Manuel F. Canete

Donald R. Gamaza

Dennis Gamaza

Robert M. Gamaza

Harry L. Gamaza

Steven R. Kuenne

David Kuenne

Isabelle Robertson

Gary Gamaza

Cheryl Kuenne

Michael D. Kuenne

Manual J. Vias

Antoinette J. Mattos

Raymond M. Gamaza

Maleda B. Gamaza

Frances Caraballo

Clara B. Gamaza

Jennie Gamaza and Jerry M.

Arslanian, trustees of Ronald

John Gamaza (deceased) for

benefit of Gregory Michael

Gamaza

EXHIBIT B

Opal A. Canete

Eunice Pamela Gamaza

Mary F. Gamaza

Penny S. Gamaza

Claudia J. Gamaza

Mary E. Kuenne

Carl T. Anders

Harry E. Attfield

Mary C. Vias

William J. Mattos

Jacqueline M. Gamaza

Jennie Gamaza

Christopher Caraballo

David W. Robertson

No. 100722

Effective Date October 1, 1982

Said necessary parties (other than those having a claim or interest by reason of matters shown in
Exceptions numbered) to be made defendants in said action to be brought by

as plaintiff, are as follows:

DESCRIPTION:

That parcel of land in the City of San Leandro, County of Alameda, State of California, described as follows:

Portion of Lots L, M and N, Block 28, as said Lots and Block are shown on the "Map of the Town of San Leandro", filed February 27, 1855, Map Book 2, page 43, Alameda County Records, described as follows:

Beginning at a point on the northeastern line of San Leandro Boulevard, (formerly Estudillo Street), 80.63 feet wide, as said boulevard is shown on said map, distant thereon 50 feet northwesterly from the point of intersection thereof with the northwestern line of Thornton Street, 60.60 feet wide, as said street is shown on said map; thence northwesterly along said line of San Leandro Boulevard, 50 feet; thence at a right angle northeasterly 150 feet; thence at a right angle southeasterly 50 feet; and thence at a right angle southwesterly 150 feet to the point of beginning.

Except that portion described as follows:

The southwestern 16 feet of the above described land.

The above described parcel of land contains an area of 6,700 square feet, more or less.

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



Office of City Attorney 415-577-3361

CITY OF SAN LEANDRO

MAR 23 1983

CITY CLERK'S OFFICE

March 22, 1983

Alameda County Tax Collector
1221 Oak Street
Oakland, California 94612

RE: 1672 San Leandro Blvd., San Leandro, California
A.P.#75-28-9

Gentlemen:

The City of San Leandro purchased the property located at 1672 San Leandro Boulevard, San Leandro on March 21, 1983. This property was purchased as a negotiated purchase in lieu of condemnation of the property. Enclosed is a check payable to the County of Alameda Board of Supervisor's in the amount of One Hundred and Nine Dollars and Sixty-Four Cents (\$109.64) for taxes to the date of sale, March 21, 1983. When we receive a recorded copy of the Deed, we will forward it to you for cancellation of the taxes.

Thank you for your assistance in this matter.

Very truly yours,

Elizabeth H. Silver
Assistant City Attorney

EHS: dc
CC : D. West
Enclosure

By _____ Deputy

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

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

THE FOLLOWING RESOLUTION WAS ADOPTED: SEPTEMBER 27, 1983
CANCEL TAXES NUMBER R-83-607

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):

75-28-9 ALL (1982-83 & 1983-84)

1672 SLB

CITY of SAN LEANDRO

SEP 30 1983

CITY CLERK'S OFFICE

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, taking into consideration the pro-rata tax payment in the sum of \$ 109.64, submitted by Western Title Insurance Company, and deposited in the Alameda County Treasury by Deposit Permit No. 82548; 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 ~~xxxxxx~~ 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 27 1983
ATTEST: SEP 27 1983

WILLIAM MEHRWEIN, CLERK OF
THE BOARD OF SUPERVISORS

BY: *Actuna*

CITY OF SAN LEANDRO

SEP 30 1983

CITY CLERK'S OFFICE