79-204404

Order No. Escrow No. 804775 Loan No.

WHEN RECORDED MAIL TO:

City of San Leandro 835 East 14th Street San Leandro, CA 94577

RECORDED at REQUEST OF First American Title Co. At 10:30 A.M. OCT 12 1979 OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA RENE C. DAVIDSON COUNTY RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Attn:	Curt	Luck	- 1	Public	Works	D
MAIL T	TAX STA	TEMEN	NTS	TO:		

N/A

CITY TRANSFER TAX \$ \_ DOCUMENTARY TRANSFER TAX \$ . SURVEY MONUMENT PRESERVATION FUND \$ . ..... 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.

First American Title Guaranty Co.
Signature of Declarant or Agent determining tax - Firm Name

77-539-17 A. P. #\_

# GRANT DEED

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

CECILE LA VIOLETTE BELDEN, a widow

hereby GRANT(S) to

CITY OF SAN LEANDRO, a Municipal Corporation

the real property in the City of County of Alameda

San Leandro

, State of C 79-204404

## EXHIBIT "A"

Real property in the City of San Leandro, County of Alameda, State of California, being a portion of Lot 7, Block 23, as shown on the Map of the Estudillo Tract, filed January 10, 1876, in Book 5 of Maps, at page 32, Alameda County Records, and being further described as follows:

Beginning at the intersection of the western line of said Lot 7 and the southern line of Estudillo Avenue, 66 feet wide, as said avenue is shown on said Map of Estudillo Tract; thence along the last said line, easterly, 50.00 feet to the eastern line of said Lot 7; thence along the last said line, southerly, 7.00 feet to a line drawn paralle with and 7.00 feet southerly, measured at right angles, from the said southern line of Estudillo Avenue; thence along the last said line, westerly, 50.00 feet to the said western line of Lot 7; thence along the last said line, northerly, 7.00 Feet to the Beginning.

The above decribed parcel of land contains 350 square feet, more or less.

Optionee will relocate existing sign so that the sign does not encroach ove the new property line.

October 2, 1979
Dated
STATE OF CALIFORNIA
COUNTY OF
Alameda
Ostahan 0 1070
OnOctober 9,1979
before me, the undersigned, a Notary Public in and for said
State, personally appeared
Cecile La Violette Belden
known to me to be the person whose nameis
known to me to be the person vinces had asknowledged that
subscribed to the within instrument and acknowledged that
she executed the same.
WITNESS my hand and official seal.

June Kass

Signature





(This area for official notarial seal)

SO4715-AFORM #4280 (2)79



First American Title Guaranty Company

This is to certify that the interest in real property enveyed by Deed or Grant, dated October 2, 1979 , from Cecile LaViolette Belden

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:

October 2, 1979

Richard H. West

City Clerk of the City of San Leandro

# 

IN CONSIDERATION OF
THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, I HEREBY GIVE TOthe CITY OF SAN
LEANDRO, a Municipal Corporation HEREINAFTER REFERRED
TO AS OPTIONEE, THE OPTION OF BUYING, FOR THE FULL PRICE OF
THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN THE CITY OF San Leandro  COUNTY OF STATE OF CALIFORNIA, AND MORE PARTICULARLY
DESCRIBED AS FOLLOWS, TO WIT:
OPTIONEE SHALL HAVE THE RIGHT TO CLOSE THIS APPLICATION AT ANY TIME WITHIN
90 DAYS  FROM DATE HEREOF, AND I AGREE TO EXECUTE AND DELIVER TO
OPTIONEE, OR TO ANY ONE NAMED BY OPTIONEE, A GOOD AND SUFFICIENT GRANT DEED. ON
EXECUTION OF SAID DEED I AM TO BE PAID THE FURTHER SUM OFTWO THOUSAND SIX HUNDRED
FORTY FIVE AND NO/100(\$ 2,845.00 ) DOLLARS, IN FULL PAYMENT
OF THE PURCHASE PRICE OF SAID REAL PROPERTY: BUT IF SAID OPTION IS NOT CLOSED  90 days
WITHIN FROM DATE HEREOF, I AM TO RETAIN THE SAID SUM OF  TEN AND NO/100 10.00  (\$ ) DOLLARS, SO PAID AS AFORESAID, AS LIQUIDATED
DAMAGES. IF SAID OPTION IS CLOSED WITHIN THE SAID THE
AMOUNT PAID AS AFORESAID IS TO BE APPLIED TOWARDS THE PURCHASE PRICE. TIME IS
OF THE ESSENCE OF THIS CONTRACT.
DATED THIS DAY OF 19
STATE OF CALIFORNIA) COUNTY OF ALAMEDA ) SS
ON THIS DAY OF 19, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED
KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHOSE NAME SUBSCRIBED TO AND WHO EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT EXECUTED THE SAME.

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

Form No. 1084 (10/73) California Land Title Association Standard Coverage Policy Form Copyright 1973



Mound

# 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

ATTEST Sohn July

#### 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 such estate or interest in the land; or

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

#### (b) CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

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

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

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

#### OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS AND OPTIONS TO PURCHASE IN— DEBTEDNESS

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;
- (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 oss insured against by this policy, all costs imposed upon an insured in litigation carried on by

### SCHEDULE A

dt

Total Fee for Title Search, Examination and Title Insurance \$\_100.00

Amount of Insurance: \$ 2,645.00

Policy No. 804775

Date of Policy:

October 12, 1979 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:

- 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 1979-80, a lien not yet due or payable.
- 1. DEED OF TRUST to secure an indebtedness of \$6,000.00

Dated: July 21, 1958

Trustor: Cecile LaViolette Belden, an unmarried woman

Trustee: United Communities Corporation

Beneficiary: Central Valley National Bank, a national banking association

Address: None Shown Loan No: None Shown

Recorded: July 24, 1958, Reel 8733, Image 201, Official Records.

#### NOTE:

COUNTY AND CITY TAXES for the fiscal year 1978-79, 1st and 2nd Installments are both paid.

A. P. No: 77-539-17

#### SCHEDULE C

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

California

and is described as follows:

Being a portion of Lot 7, Block 23, as shown on the Map of the Estudillo Tract, filed January 10, 1876, in Book 5 of Maps, at Page 32, Alameda County Records, and being further described as follows:

Beginning at the intersection of the western line of said Lot 7 and the southern line of Estudillo Avenue, 66 feet wide, as said avenue is shown on said Map of Estudillo Tract; thence along the last said line, easterly, 50.00 feet to the eastern line of said Lot 7; thence along the last said line, southerly, 7.00 feet to a line drawn parallel with and 7.-0 feet southerly, measured at right angles, from the said southern line of Estudillo Avenue; thence along the last said line, westerly, 50.00 feet to the said western line of Lot 7; thence along the last said line, northerly 7.00 feet to the Beginning.

The above described parcel of land contains 350 square feet, more or less.

A. P. No: 77-539-17

JUL - 8 1980 IMAGE REEL

451 Estudillo

Approved as to Form RICHARD I. MOORE, County Counsel

	Ву	Deputy
THE BOARD OF SUPERVISORS	OF THE COUNTY OF ALAMEDA, STATE OF CALIFOR	RNIA
and approved by the following vote,  Ayes: Supervisors	, Seconded by Supervisor	
Excused or Absent: Supervisors		187729
WHEDEAS certain real property sit		, County
77_539_17 901	1979-80) Cecile Beiden	

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 City of San Leandro on said real property, it was acquired by the , 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

has requested City of San Leandro WHEREAS, the the cancellation of said uncollected taxes and assessments and penalties and costs thereon now a lien upon the hereinabove described real property;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by this Board of Supervisors, with the written consent of the County Counsel of the County of Alameda, and with the written consent of the City Attorney of the City of San Leandro,

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

BE IT FURTHER RESOLVED AND ORDERED that if said parcel(s) of real property has/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

T. J. FERNONE

By\_ Deputy County Counsel for the County of Alameda, State of California

# CONSENT OF THE CITY ATTORNEY OF THE CITY OF SAN LEANDRO COUNTY OF ALAMEDA, STATE OF CALIFORNIA

The City Attorney of the City of San Leandro, County of Alameda, State of California, hereby consents to the cancellation of all uncollected city taxes or assessments and penalties or costs thereon, charged or levied and now a lien upon the real property hereinabove described, and as shown on that certain deed duly recorded in the office of the Recorder of Alameda County.

STEVEN R. MEYERS

City Attorney for the City of San Leandro, County of Alameda, State of California

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

COUNTY, CALIFORNIA JUL - 8 1980

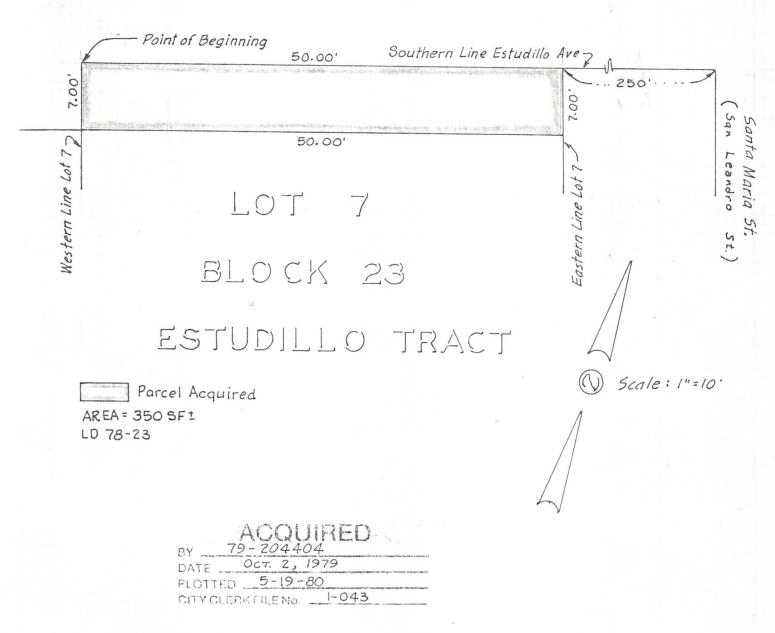
ATTEST: <u>JUL - 8 1980</u>

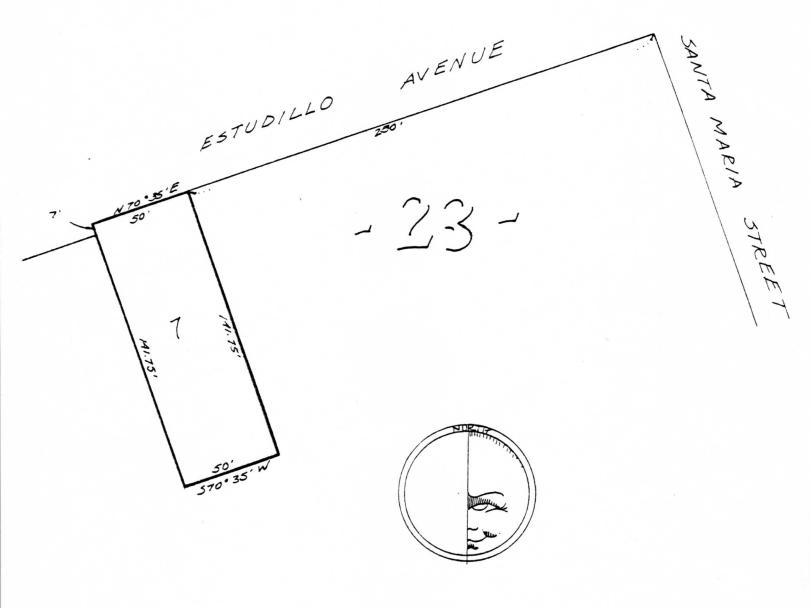
WILLIAM MEHRWEIN, CLERK OF THE BOARD OF SUPERVISORS

DIVISION

BY DK	DATE 10-26-78	SUBJECT Estudillo Ave. Plan Li	ne Widening	SHEET NO.	OF I
CHKD. BY	DATE	Callan-Huff Connection		JOB NO.	
		77-539-17	Belden		

# ESTUDILLO AVENUE (66 Feet Wide)





FORM 4119