

Recorded at request of
Grantee

1-183

When Recorded, return to:

CITY of SAN LEANDRO

86-322249

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

JAN 22 1987

CITY CLERK'S OFFICE

001

Documentary Transfer Tax:

EXEMPT

RECORDED at REQUEST OF
LAND TITLE INS. CO.
At 8:30 A.M.

DEC 22 1986

OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
RENE C. DAVIDSON
COUNTY RECORDER

City of San Leandro

5/2

GRANT DEED

JOSEPH C. RAPOSE

does hereby GRANT to the

CITY OF SAN LEANDRO, a municipal corporation

the following described real property:

FOR DESCRIPTION, SEE EXHIBIT "A", ATTACHED HERETO.

Assessor's No. 75-36-20

IN WITNESS WHEREOF, this document is duly executed on 12/13, 1986.

By: Joseph C. Rapose
Joseph C. Rapose

By: _____

STATE OF ~~California~~ Arizona } ss.
County of Maricopa
On 12-13, 1986, before me, the undersigned,

a Notary Public, in and for said State, personally appeared
Joseph C. Rapose
known to me to be the person whose name
subscribed to the within instrument, and acknowledged to me that
he executed the same.

Marjorie L. Jarvis
Notary Public
My Commission Expires 12-18-88.

FOR NOTARY SEAL OR STAMP
seal

EXHIBIT "A"

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

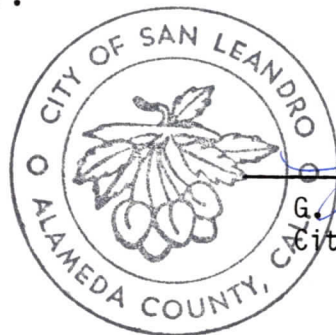
A portion of Lots I and J, Block 33, Map of the town of San Leandro, filed February 27, 1855, Map Book 1, page 19, Alameda County Records, described as follows:

Commencing at the point of intersection of the southwestern line of Carpentier Street with the northwestern line of Davis Street, as said streets are shown on the map hereinbefore referred to; and thence southwesterly along the said line of Davis Street, 100 feet; thence northwesterly and parallel with said line of Carpentier Street 100 feet; thence northeasterly and parallel with said line of Davis Street, 100 feet to the southwestern line of Carpentier Street; and thence southeasterly along said line of Carpentier Street 100 feet to the point of commencement.

This is to certify that the interest in real property conveyed by Deed or Grant, dated 12-13-86, from Joseph C. Rapose

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. 84-198, adopted by the City Council of the City of San Leandro on October 1, 1984, and the grantee consents to recordation thereof by its duly authorized officer.

Dated:




 G. L. Dennehey
 City Clerk of the City of San Leandro

Policy 75
California Land Title Association
Standard Coverage Policy Form
1973
Amended 12/6/85
and 2/20/86

POLICY OF TITLE INSURANCE

ISSUED BY

Land Title Insurance Company

AND

Lawyers Title Insurance Corporation

SUBJECT TO SCHEDULE B AND THE CONDITIONS AND STIPULATIONS HEREOF, LAND TITLE INSURANCE COMPANY AND LAWYERS TITLE INSURANCE CORPORATION, Corporations of California and Virginia, respectively, herein called the Companies, insure the insured, as of the 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 Companies 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, the Companies have caused this Policy to be signed and sealed, to become valid when countersigned by an authorized signatory of the Companies, all in accordance with its By-Laws.

Lawyers Title Insurance Corporation

Land Title Insurance Company

Attest  *Robert C. Dawson* President.
 Secretary.

Attest  *Edward H. Saxe* President
 Secretary

Countersigned for the Companies:
 By *Charles R. Culla*
 Authorized Signature

Policy No. 75-00- **284 583**

Schedule B Part I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule A, 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 change in the dimensions or area of the land or any parcel of which the land is or was a part, whether or not shown by the public records at Date of Policy, or the effect of any violation of any such law, ordinance or governmental regulation, whether or not shown by the public records at Date of Policy.
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) whether or not shown by the public records at date of policy, but created, caused, 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.
10. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by making inquiry of the lessors in the lease or leases described or referred to in Schedule A.
11. The effect of any failure to comply with the terms, covenants and conditions of the lease or leases described or referred to in Schedule A.

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 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.

CLTA Standard Coverage 1973

SCHEDULE A

Date of Policy: December 22, 1986 Amount of Ins.: \$400,000
 @ 8:30 a.m. Premium : \$1,250

Order Number: 21379 Policy Number: 284-583

1. Name of Insured:

City of San Leandro, a municipal corporation

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 herein 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 I

All matters set forth in paragraphs numbered 1(one) to 11(eleven) inclusive on the inside cover sheet of this policy under the heading of Schedule B Part I.

PART II

CLTA Standard (Pol. 75)

SCHEDULE B (Continued)

PART II

1. The lien of Supplemental Taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code, of the State of California.

SCHEDULE C

The land referred to in this policy is situated in the County of Alameda, City of San Leandro, State of California, and is described as follows:

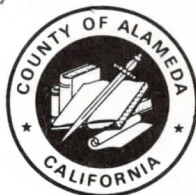
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CITY of SAN LEANDRO

MAY 11 1987

CITY CLERK'S OFFICE



OFFICE OF THE
CLERK, BOARD OF SUPERVISORS

May 7, 1987

In reply, refer to CT 87-89

G L Dennehey
City Clerk
City of San Leandro
835 East 14th Street
San Leandro CA 94577

Dear Mr Dennehey:

Enclosed is a copy of the Assessor's report in reply to your request for cancellation of taxes which we received on April 23, 1987, on reference no. 75-36-20.

Assessor states that all of the taxes be cancelled on the above-reference number for roll year 1986-87.

Very truly yours,

A handwritten signature in cursive script that reads "William Mehrwein".

William Mehrwein, Clerk

WM:yfc

Enclosure

*File 1-183
APN 75-36-20*

ASSESSOR'S MAP 75

Code Area Nos. 10-001 10-010 10-015

36
54

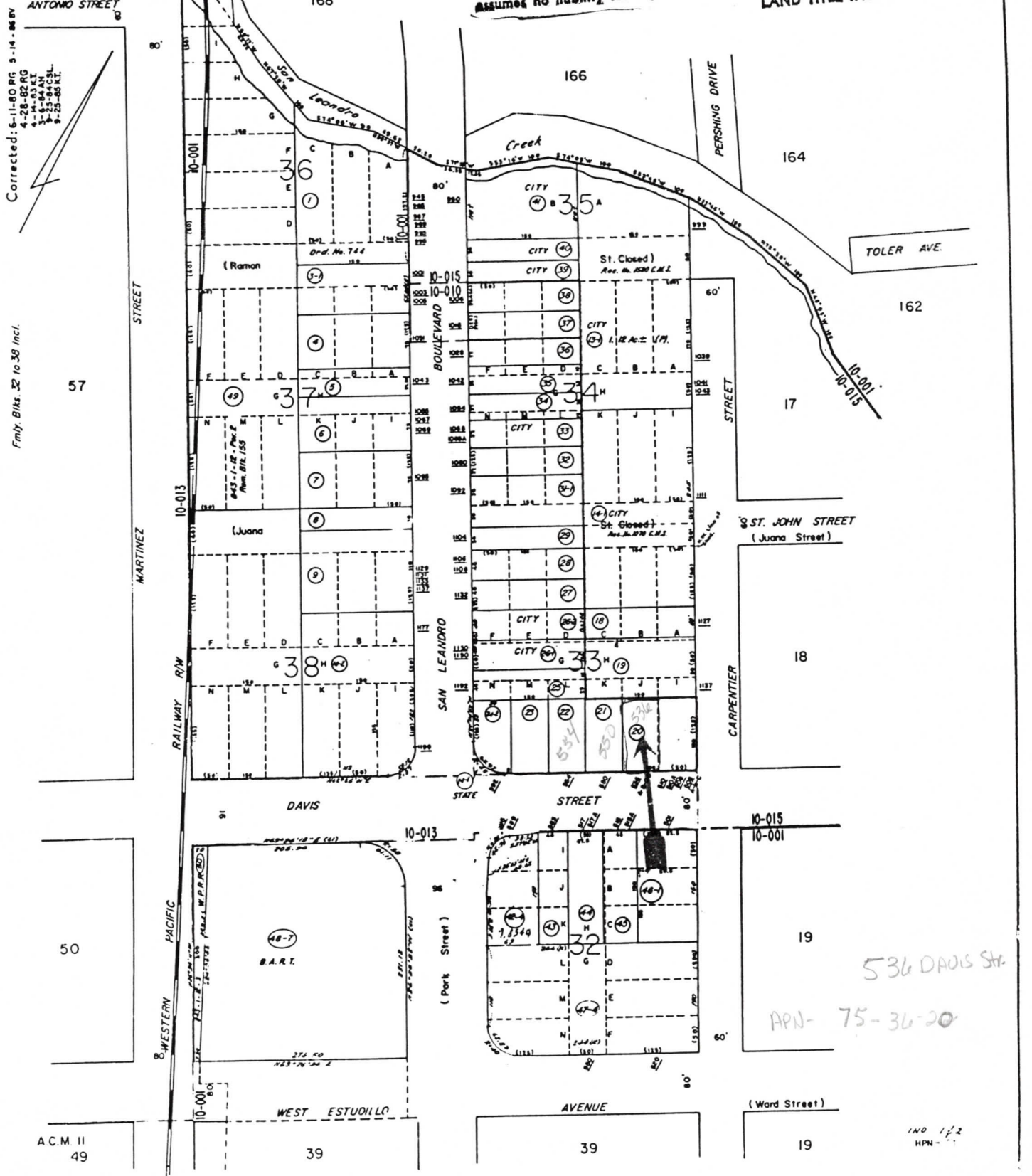
Scale: 1" = 100'

Map of the town of San Leandro (Bk. 2, Pg. 43)

"This plat is for your aid in locating your land with reference to streets and other parcels. While this plat is believed to be correct, the Company assumes no liability for any loss occurring by reason of reliance thereon."
LAND TITLE INSURANCE CO.

Corrected: 6-11-60 Rg. 9-14-66BY
4-28-62 RG
4-14-63 KLT
3-25-64 C.S.L.
9-25-65 KLT

Fmly. Blks. 32 to 38 Incl.



536 DAVIS ST

APN- 75-36-20

IND 1/2
HPN -