

GRANT DEED

001

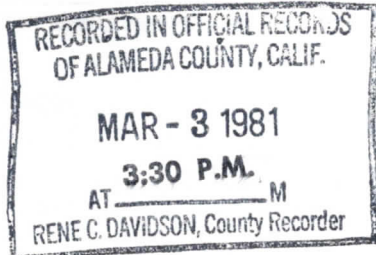
GERALD S. KALLAN and SAM KALUNIAN, a partnership, hereby grant to the CITY OF SAN LEANDRO, a municipal corporation, all that land situated in the City of San Leandro, County of Alameda, State of California, described as follows:

A portion of the following described Real property in the City of San Leandro, County of Alameda, State of California, being a portion of Lot 2, Block 28 as said Lot and Block are shown on the Map of the Estudillo Tract, filed January 10, 1876, in Book 5 of Maps, at page 32, Alameda County Records, being further described as follows:

Beginning at the intersection of the southern line of Estudillo Avenue, 66 feet wide, with the eastern line of said Lot 2; thence southerly along last said line 7 feet to a line drawn parallel with and 7 feet southerly, measured at right angles, from said southern line of Estudillo Avenue; thence along last said line, westerly, 50 feet, more or less, to the western line of said Lot 2; thence along last said line northerly, 7 feet, to said southern line of Estudillo Avenue; thence along last said line, easterly, 50 feet, more or less, to the Point of Beginning.

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

DATED January 30, 1981  
ASSESSOR'S NO. 77-525-10



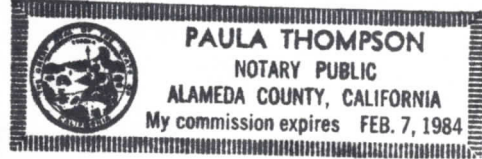
Gerald S. Kallan  
GERALD S. KALLAN

Sam Kalunian  
SAM KALUNIAN

STATE OF California )  
COUNTY OF Alameda ) ss.

NO DOCUMENTARY TRANSFER DUE  
R. H. West  
R. H. WEST, CITY CLERK  
CITY OF SAN LEANDRO

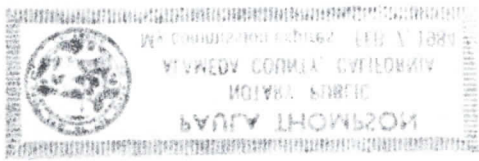
On this 30th day of January, 1981, before me, Paula Thompson, a Notary Public in and for said State personally appeared Gerald S. Kallan and Sam Kalunian known to me to be the partners of the partnership that executed the within instrument and acknowledged to me that such partnership executed the same.



Paula Thompson  
NOTARY PUBLIC in and for said County and State

PLEASE RECORD AND RETURN TO: Richard H. West, City Clerk  
City of San Leandro  
835 East 14th Street  
San Leandro, California 94577

DH



РЕПУБЛИКА БЪЛГАРИЯ  
МИНИСТЕРСТВО НА ВЪТРЕШНИТЕ РАБОТИ  
СОФИЯ

СЪЛЪСЪН НА 15.03.2015  
15.03.2015

ДОСЪНЕМЕНА ДИРЕКЦИЯ

15.03.2015  
15.03.2015

15.03.2015

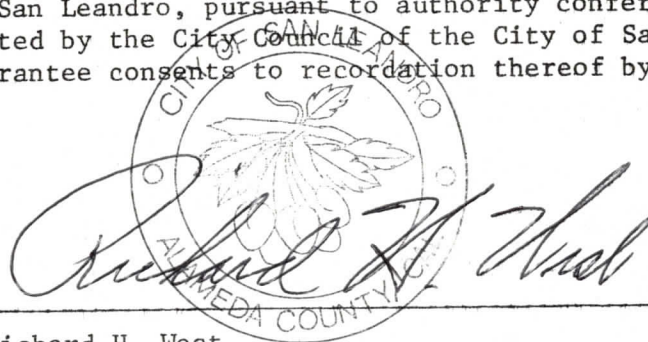
15.03.2015

81-032717

This is to certify that the interest in real property conveyed by Deed or Grant,  
dated 30 January 1981, from Gerald S. Kallan and Sam Kalunian

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.

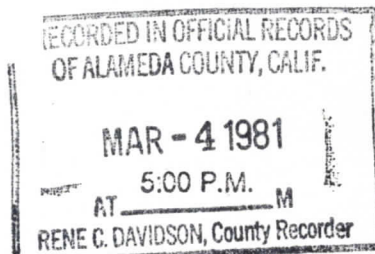
Dated: February 27, 1981

A circular seal of the City of San Leandro, Alameda County, is stamped over the signature. The seal features a central emblem of a tree with a fruit, surrounded by the text "CITY OF SAN LEANDRO" and "ALAMEDA COUNTY".

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

When Recorded Return 1

City Clerk  
 City of San Leandro  
 835 E. 14th Street  
 San Leandro, CA 94577



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 January 28, 1981, between the City of San Leandro, a municipal corporation (herein referred to as "City") and Gerald S. Kallan and Sam Kalunian, a partnership (herein referred to as "Owners"), relating to the making of public improvements on that real property described in Exhibit "A" incorporated herein by reference (herein referred to as "the subject property"), and commonly referred to as Public improvements adjacent to 511 Estudillo Avenue.

In consideration for approval of Building permits for 511 Estudillo Avenue

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 [Signature]  
Public Works Director

Attest: [Signature]  
City Clerk

Date: March 2, 1981

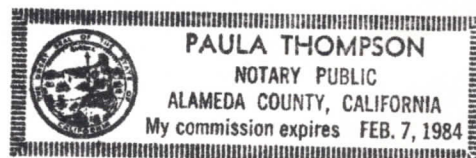
[Signature] ✓  
[Signature] ✓  
Owner

(Appropriate Acknowledgements)

State of California )  
County of Alameda ) ss.

On this 30th day of January, 1981, before me, PAULA THOMPSON personally appeared Gerald S. Kallan and Sam Kalunian known to me (or proved to me on the oath of \_\_\_\_\_) to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

[Signature]  
PAULA THOMPSON  
Notary Public in and for  
said State and County



## EXHIBIT A

A portion of the following described Real property in the City of San Leandro, County of Alameda, State of California, being a portion of Lot 2, Block 28 as said Lot and Block are shown on the Map of the Estudillo Tract, filed January 10, 1876, in Book 5 of Maps, at page 32, Alameda County Records, being further described as follows:

Beginning at the intersection of the southern line of Estudillo Avenue, 66 feet wide, with the eastern line of said Lot 2; thence southerly along last said line 7 feet to a line drawn parallel with and 7 feet southerly, measured at right angles, from said southern line of Estudillo Avenue; thence along last said line, westerly, 50 feet, more or less, to the western line of said Lot 2; thence along last said line northerly, 7 feet, to said southern line of Estudillo Avenue; thence along last said line, easterly, 50 feet, more or less, to the Point of Beginning.

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

LD 79-22  
Dwg. 799 Case 1602  
511 Estudillo Ave. Plan Line  
Plankenhorn  
Assessor's No. 77-525-10

STANDARD

CITY OF SAN LEANDRO

MAR 27 1981

CITY CLERK'S OFFICE

CITY OF SAN LEANDRO STANDARD PUBLIC IMPROVEMENT AGREEMENT

THIS AGREEMENT entered into on January 28, 1981  
by and between the CITY OF SAN LEANDRO, a municipal corporation, hereinafter  
referred to as City, and Gerald S. Kallan and Sam Kalunian, a partnership,  
hereinafter referred to as Owner.

In consideration of the granting of certain entitlements of use described as  
follows: Building permits for 511 Estudillo Avenue

and the ultimate acceptance by the City of the property described in Exhibit B  
herein (if applicable).

It is mutually agreed as follows:

1. Construction of Public Improvements. Owner agrees to construct public  
improvements in the area shown on the attached document, marked Exhibit A,  
incorporated herein by reference, and further identified as \_\_\_\_\_

City of San Leandro Public Works Department

Drawing 919 Case 202

Said improvements shall include Curb, gutter, sidewalk and paving adjacent  
to 511 Estudillo Avenue

and all other improvements required by the Director of the Department of Public  
Works based upon the standards imposed by Title VII, Chapter 17 of the San Leandro  
Municipal Code of 1957 and the Standard Specifications adopted by the City of San  
Leandro for public works.

2. Time of Completion. All of said public improvements shall be  
completed within 10 months from the date of execution of this Agreement, unless  
said time is extended by the Director of Public Works. In the event that Owner fails



to complete the public improvements within the said 10-month period and said period is not extended by the Director of Public Works the City may complete said work, or any portion thereof, and shall be entitled to recover the full cost and expenses thereof from Owner or his surety as hereinafter provided. The City may require Owner or his surety to pay the City, in advance, sufficient money to recover the City's cost in completing construction of said public improvements. If the construction of the public improvements should be delayed without fault of Owner, the time for the completion thereof may be extended by City for such period of time as City may deem reasonable. Any extension of time hereunder shall not operate to release the surety on the bonds filed pursuant to this Agreement. In this connection the surety waives the provision of Section 2819 of the Civil Code of the State of California.

3. Improvements to be Property of City. The improvements constructed or installed pursuant to this Agreement shall become the sole and exclusive property of the City of San Leandro, without payment therefor, upon acceptance of said improvements by the City. Said public works shall not be deemed completed until accepted by the Director of Public Works of the City of San Leandro and shall be free and clear of all liens and encumbrances of any kind or character whatsoever.

4. Guarantee of Public Improvements. Unless the improvements required herein are installed pursuant to Special Assessment Act proceedings, the Owner agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within 12 months after acceptance thereof.

5. Dedication of Land. At the time of the execution of this Agreement, Owner shall submit and dedicate by grant deed to the City the property described in Exhibit B attached hereto and incorporated herein by reference. City agrees to accept such deed.

6. Hold Harmless Clause. Owner hereby agrees to, and shall, hold the City, its officials, officers, directors, employees and agents harmless from and against any or all loss, liability, expense, claim, costs, suits, and damages of every kind, nature and description directly or indirectly arising from the performance of the work from Owner, Owner's contractors or subcontractors.

Approval of the insurance contracts does not relieve the Owner or subcontractors from liability under this Hold Harmless Clause.

7. Performance Bond. Concurrently with the execution hereof, Owner shall obtain and file with City a good and sufficient surety bond in favor of City, issued by a Surety Company authorized to do business in the State of California, and in a form approved by the City, securing the faithful performance of Owner of the design and construction of public improvements required, in the penal sum of

Six Thousand Dollars

(\$ 6,000.00 )

or in lieu thereof deposit a like sum in cash with City or deposit said sum in escrow with a lending or banking institution authorized to do business in the State of California. When payment is made in escrow, the instructions covering said escrow shall be in a form approved by City.

8. Labor and Materials Bond. Concurrently with the execution hereof, Owner shall also obtain and file with City a good and sufficient surety bond issued by a surety company authorized to do business in the State of California and in a form approved by City, securing payment to the contractor, his subcontractors and the persons renting equipment or furnishing labor or materials to them for the improvement in the penal sum of Three Thousand Dollars

(\$3,000.00 ),

or in lieu thereof Owner may deposit a like sum in cash with City or deposit said sum in escrow with a title insurance company or with a lending or banking institution authorized to do business in the State of California, or submit any other form of

security approved as to form by the City Attorney and acceptable to the City. When payment is made in escrow, the instructions covering said escrow shall be in a form approved by City.

9. Public Liability Insurance. The Owner shall take out and maintain in the name of the Owner and the City during the life of the contract, such Public Liability Insurance as shall protect himself, the City, its officials, officers, directors, employees and agents from claims which may arise from operations under the contract, whether such operations be by himself, by the City, its officials, officers, directors, employees and agents, any subcontractors, or by anyone directly or indirectly employed by either of them. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from the Owner's, City's or subcontractor's operations, use of owned or nonowned automobiles, products, and completed operations. The amounts of insurance shall not be less than the following:

Single Limit Coverage applying to Bodily  
and Personal Injury Liability and Property  
Damage: \$1,000,000.00

The following endorsements must be attached to the policy:


- (1) If the insurance policy covers on an "accident" basis, it must be changed to "occurrence".
- (2) The policy must cover Personal Injury as well as bodily injury.
- (3) The policy must cover complete contractual liability. Exclusions of contractual liability as to damage MUST BE ELIMINATED for the basic policy endorsements.
- (4) BROAD FORM property damage liability must be afforded. Permission is granted for deductible which shall not exceed \$500.00 without special approval of the City.
- (5) The City must be named as a named insured under the coverage afforded with respect to the work being performed under the contract.
- (6) An endorsement shall be provided which states that the coverage is PRIMARY INSURANCE and that no other insurance effected by the City will be called upon to contribute to a loss under this coverage.



- (7) Standard form of cross-liability.
- (8) Forty-five (45) days notice of cancellation.

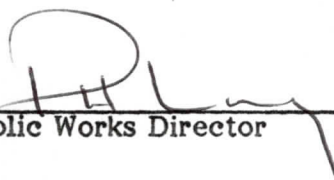
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year hereinabove written.

  
\_\_\_\_\_


  
\_\_\_\_\_

OWNER

CITY OF SAN LEANDRO, a municipal corporation


By   
\_\_\_\_\_

Attest:

  
\_\_\_\_\_

City Clerk

Approved as to Form:

  
\_\_\_\_\_

City Attorney



SAN LEANDRO CONTRACT BOND - PUBLIC WORKS - LABOR AND MATERIAL

The Premium on this Bond is included in that of the Performance Bond

BOND NO. BND 2199576

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Gerald S. Kallan and Sam Kalunian, a partnership

as Principal, and THE CONTINENTAL INSURANCE COMPANY

and duly authorized to execute bonds and undertakings under the laws of the State of California as sole Surety, as Surety, are held and firmly bound unto the State of California for the use and benefit of the State Treasurer as ex officio treasurer and custodian of the Unemployment Fund and any and all materialmen, persons, companies, or corporations furnishing materials, provisions, provender, or other supplies used in, upon, for, or about the performance of the work contracted to be executed or performed under the contract hereinafter mentioned, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said work to be done, and all persons who performed work or labor upon the same, and all persons who supply both work and materials, and whose claim has not been paid by the contractor, company, or corporation, in the just and full sum of

THREE THOUSAND AND NO/100THS. - - - - - Dollars, (\$3,000.00 ), for the payment whereof, well and truly to be made, said Principal, and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that, whereas the above bounden Principal has entered into a contract, dated January 28, 1981, with the CITY OF SAN LEANDRO, a municipal corporation,

to do the following work, to-wit:

Construct curb, gutter, sidewalk and paving, etc. adjacent to 511 Estudillo Avenue, pursuant to the Public Improvement Agreement between the City of San Leandro and Gerald S. Kallan and Sam Kalunian, a partnership

as is more specifically set forth in said contract, to which contract reference is hereby made;

NOW THEREFORE, if the above bounden Principal, contractor, person, company or corporation, or his or its sub-contractor, fails to pay for any materials, provisions, provender, or other supplies, or teams used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon or any kind or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the Surety on this bond will pay the same, in an amount not exceeding the sum specified in the bond, and also in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court, said attorney's fee to be taxed as costs in said suit and to be included in the judgement therein rendered.

EXECUTED THIS 28TH day of JANUARY, 1981, [Signatures]

GERALD S. KALLAN

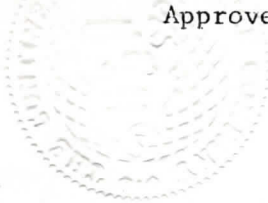
Principal

By: THE CONTINENTAL INSURANCE COMPANY (SURETY)

BY: [Signature] VIOLA M. ORTIZ, ATTORNEY

Approved as to form: [Signature] City Attorney

Attach Acknowledgement here

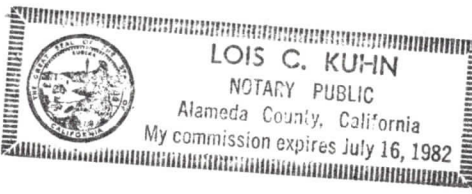


STATE OF CALIFORNIA,

County of ALAMEDA

ss.

On this 28TH day of JANUARY in the year one thousand nine hundred and 81 before me, LOIS C. KUHN, a Notary Public, State of California, duly commissioned and sworn, personally appeared GERALD S. KALLAN



known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal, in the County of ALAMEDA the day and year in this certificate first above written.

Lois C. Kuhn

Notary Public, State of California.

Cowdery's Form No. 29—(Acknowledgment—Partnership) (C. C. Sec. 1189) (Printed 1/15/70) 0471-0475

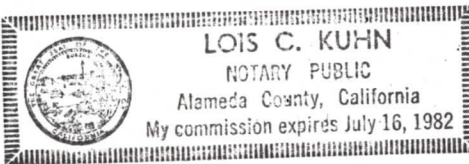
My Commission Expires.....

State of CALIFORNIA
County of ALAMEDA

ss. On JANUARY 28, 1981, before me, the undersigned, a Notary Public of said county and state, personally appeared

VIOLA M. ORTIZ

known to me to be the Attorney-in-Fact of



THE CONTINENTAL INSURANCE COMPANY, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

Lois C. Kuhn

NOTARY PUBLIC



SAN LEANDRO PERFORMANCE BOND - PUBLIC WORK

BOND NO. BND 2199576

The Premium for this Bond is \$54.00 for the term of

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Gerald S. Kallan and Sam Kalunian, a partnership

as Principal, and THE CONTINENTAL INSURANCE COMPANY

and duly authorized under the laws of the State of California to become sole surety on bonds and undertakings, as Surety, are held and firmly bound unto CITY OF SAN LEANDRO, a municipal corporation, as Obligee, in the full and just sum of

SIX THOUSAND AND NO/100THS. - - - - - Dollars (\$6,000.00 ), lawful money of the United States of America, to be paid to the said Obligee, successors or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, successors, administrators, and assigns, jointly and severally, firmly by these presents.

The Condition of the above Obligation is such that whereas the said Principal has entered into a contract dated January 28, 1981, with the said Obligee to do and perform the following work, to-wit:

Construct curb, gutter, sidewalk and paving, etc. adjacent to 511 Estudillo Avenue, pursuant to the Public Improvement Agreement between the City of San Leandro and Gerald S. Kallan and Sam Kalunian, a partnership

as is more specifically set forth in said contract, to which contract reference is hereby made;

Now, therefore if the said Principal shall well and truly do the said work, and fulfill each and every of the covenants, conditions and requirements of the said contract in accordance with the plans and specifications, then the above obligation to be void, otherwise to remain in full force and virtue.

No right of action shall accrue under this bond to or for the use of any person other than the Obligee named herein.

EXECUTED THIS 28TH day of JANUARY, 1981.

*Gerald S. Kallan*  
Gerald S. Kallan

GERALD S. KALLAN, PARTNER  
Principal

By: THE CONTINENTAL INSURANCE COMPANY (SURETY)

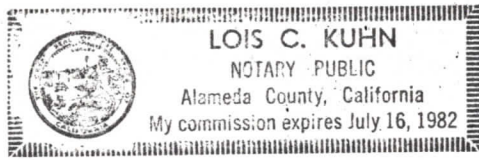
BY: *Viola M. Ortiz*  
VIOLA M. ORTIZ, ATTORNEY

Attach Acknowledgment here.

Approved as to form: *mk*  
City Atty..

State of CALIFORNIA  
County of ALAMEDA

On JANUARY 28, 1981, before me, the undersigned,  
} ss. a Notary Public of said county and state, personally appeared  
VIOLA M. ORTIZ  
known to me to be the Attorney-in-Fact of



THE CONTINENTAL INSURANCE COMPANY  
the Corporation that executed the within instrument, and known  
to me to be the person who executed the said instrument on  
behalf of the Corporation therein named, and acknowledged to  
me that such Corporation executed the same.

*Lois C. Kuhn*  
NOTARY PUBLIC

CO 24 (6/72)

STATE OF CALIFORNIA,

County of ALAMEDA } ss.

On this 28TH day of JANUARY in the year one thousand nine  
hundred and 81 before me, LOIS C. KUHN "  
a Notary Public, State of California, duly commissioned and sworn, personally appeared  
GERALD S. KALLAN



known to me to be one of the partners of the partnership that executed the within instrument,  
and acknowledged to me that such partnership executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal,  
in the County of ALAMEDA the day and year in this  
certificate first above written.

*Lois C. Kuhn*  
Notary Public, State of California.



RESOLUTION NO. 81 - 290

RESOLUTION ACCEPTING IMPROVEMENTS  
(511 Estudillo Ave. - Kallan & Kalunian)

Recitals

Kallan & Kalunian has requested that this City Council accept the work and construction of public improvements at 511 Estudillo Avenue . The Director of Public Works has approved and recommended such acceptance. NOW, THEREFORE, the City Council of the City of San Leandro does RESOLVE as follows:

That said work is hereby accepted by the City of San Leandro.

Introduced by Council Member Frazier and passed and adopted this

7th day of December, 1981 , by the following called vote:

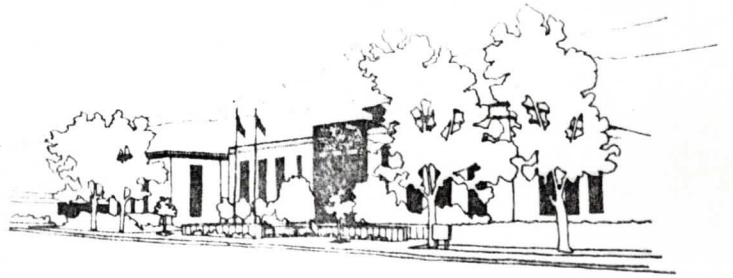
Members of the Council:

Ayes: Council Members Frazier, Klehs, Landis, McGue, Soares;  
Mayor Gill ( 6 )  
Noes: None ( 0 )  
Absent: Council Member Seymon ( 1 )

Attest: RICHARD H. WEST, City Clerk

By: Michael A. Oliver  
Michael A. Oliver  
Deputy City Clerk

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



January 22, 1981

Gerald S. Kallan and  
Sam Kalunian  
220 Juana Avenue  
San Leandro, CA 94577

CITY OF SAN LEANDRO

FEB 4 1981

CITY CLERK'S OFFICE

Subject: Development of 511 Estudillo Avenue

Dear Messrs. Kallan and Kalunian:

Before a building permit can be issued for 511 Estudillo Ave., a public improvement agreement and a seven foot property grant along Estudillo Ave. must be executed. In that regard, complete the enclosed deed and other documents and return all copies of each document to the Public Works Department along with bonds and insurance as required in the agreement.

If you have further questions, please call me at 577-3433.

Very truly yours,

A handwritten signature in cursive script that reads "John S. Nelson". The signature is written in dark ink and is positioned above the printed name and title.

John S. Nelson  
Assistant Engineer

JSN/alc  
Encls.  
cc: City Clerk  
Code Compliance ✓

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



Office of City Clerk 415-577-3366

2 March 1981

Gerald S. Kallan and  
Sam Kalunian  
220 Juana Avenue  
San Leandro, California 94577

Gentlemen:

Enclosed for your record is a fully executed Public  
Improvement Agreement for improvements to property  
adjacent to 511 Estudillo Avenue.

Very truly yours,

*Richard H. West*

Richard H. West, CMC  
City Clerk

ob  
encl. - as noted



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



Office of City Clerk 415-577-3366

2 March 1981

Alameda County Recorder  
1225 Fallon Street Room # 100  
Oakland, California 94612

Gentlemen:

Enclosed is a fully executed Abstract of Public Improvement Agreement for public improvements adjacent to 511 Estudillo Avenue, San Leandro - Gerald S. Kallan and Sam Kalunian.

Please record this document and return it to:

Richard H. West, City Clerk  
City of San Leandro  
835 East 14th Street  
San Leandro, California 94577

Thank you.

Very truly yours,

*Richard H. West*

Richard H. West, CMC  
City Clerk

ob  
encl. - as noted





**MEMORANDUM**  
City of San Leandro  
Public Works Department

February 23, 1981

TO: Richard West, City Clerk  
FROM: Phil Long, Public Works Director *HL*  
SUBJ: Grant Deed - 511 Estudillo Ave.

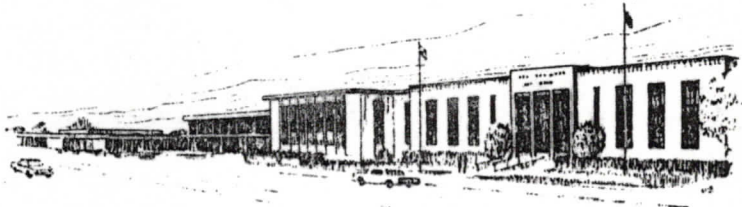
Attached is a deed granting the City a 7 foot right of way strip along the Estudillo Ave. frontage of 511 Estudillo Ave.

Estudillo Ave. is a Plan Line Street per Ordinance 69-17. A requirement of Section 7-17-100 of the Municipal Code is that property within the designated street area must be granted to the City prior to the issuance of building permits for any project which will generate additional traffic. Therefore, this particular grant deed was required as a condition of issuance of a building permit for a commercial building at 511 Estudillo Ave.

In light of the above requirement, you are hereby authorized to accept this grant deed on behalf of the City.

JSN/ac  
Attach.

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



Office of City Clerk 415-577-3366

23 March 1981

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

Subject: Tax Cancellation

Gentlemen:

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

Title was taken by deed from Gerald S. Kallan and Sam Kalunian

recorded in the Official Records of the County of Alameda under the  
County Recorder's Serial No. 81-032717, RE: IM  
on 3 March, 19 81.

It is requested that your Honorable Board will:

1. ( X ) Cancel taxes on the above property.
2. ( ) Accept the attached Check No. \_\_\_\_\_ made by \_\_\_\_\_ in the amount of \$ \_\_\_\_\_, to cover the accrued current real property taxes to the above date of recordation, (included in the check amount is any current personal property taxes which are secured by a lien on the real property) and cancel the current lien from that date on as provided in Section 4986 of the Revenue and Taxation Code.
3. ( ) Refund to this City Council the unearned portion of the current property taxes as provided for in Section 5096.3 of the Revenue and Taxation Code in the sum of \$ \_\_\_\_\_.

Upon your approval, we would appreciate receiving a certified copy of the adopting resolution.

Very truly yours,

Richard H. West, CMC  
City Clerk

REEL \_\_\_\_\_ IMAGE \_\_\_\_\_

Approved as to Form  
RD J. MOORE, County Counsel

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: CANCEL TAXES NUMBER 192986

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):

77-525-10 WOP (1980-81 & 1981-82)

511 Estudillo

is now subject to a lien for uncollected taxes or assessments and penalties or costs thereon; and

WHEREAS, after the time said taxes or assessments and penalties and costs thereon became a lien on said real property, it was acquired by the City of San Leandro, as shown on that/those certain deed(s) duly recorded in the office of the Recorder of Alameda County, and because of such public ownership is not subject to sale for delinquent taxes; and

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

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

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

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

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

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

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

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

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

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

COUNTY, CALIFORNIA MAR 9 1982

ATTEST: MAR 9 1982

WILLIAM MEHRWEIN, CLERK OF  
THE BOARD OF SUPERVISORS


BY: Sofia Fortuna

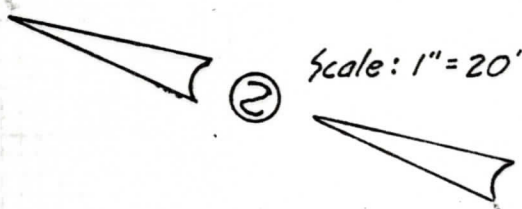
CITY OF SAN LEANDRO  
MAR 12 1982  
CITY CLERK'S OFFICE



CITY OF SAN LEANDRO ENGINEERING DEPARTMENT VISION

BY DK DATE \_\_\_\_\_ SUBJECT WIDENING - 511 ESTUDILLO AV SHEET NO. 1 OF 1  
 CHKD. BY JSN DATE 1/11/80 KALLAN & KALUNIAN JOB NO. \_\_\_\_\_  
 \_\_\_\_\_ 77-525-10 \_\_\_\_\_

 INDICATES PARCEL ACQUIRED  
 AREA = 350 ± SF  
 LD 79-22



**ACQUIRED**  
 BY 81-032717  
 DATE MARCH 3, 1981  
 PLOTTED APRIL 28, 1981 RSG  
 CITY CLERK FILE NO. 1-071

