

File No.:

1-364

Name (Previous Owner):

- (1) Batarse, Anthony A., Jr., Trustee of the
Batarse Family Trust UTA Grant Deed
TO San Leandro Redevelopment Agency
(SLRA)
- (2) San Leandro Redevelopment Agency
(SLRA) Grant Deed **TO** City of San
Leandro (CSL)

Assessor's Parcel No.:

075-0093-001-02 (Portion

Address of Property:

765 Marina Blvd.

Year:

2002

RECORDING REQUESTED BY

Order No.
Escrow No. 160323
Loan No.

WHEN RECORDED MAIL TO:

The Redevelopment Agency of the City of San Leandro
Attn: Amalia Lorentz
835 E. 14th Street
San Leandro, CA 94577

200207608 02/15/2002 11:47 AM
OFFICIAL RECC
ALAMEDA COUNT
PATRICK O'CON



3 PGS

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

Same as above

The undersigned grantor(s) declare(s):

CITY TRANSFER TAX \$ N/A
DOCUMENTARY TRANSFER TAX \$ N/A
SURVEY MONUMENT FEE \$

____ 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

APN 075-0093-001-02 (Portion)

GRA

FOR A VALUABLE CONSIDERATION, receipt of which is hereby

Anthony A. Batarse, Jr. Trustee of the Batarse F

hereby GRANT(S) to

The Redevelopment Agency of the City of San L

the real property in the City of
County of

San Lea
Alamed

SEE LEGAL DESCRIPTION ATTACH

Dated January 24, 2002

STATE OF CALIFORNIA }
COUNTY OF Alameda }ss.

On February 1, 2002
before me, Nancy de Abreu
personally appeared Anthony A. Batarse, Jr.

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 in his/~~her/their~~ authorized
capacity(ies), and that by his/~~her/their~~ signature(s) on the
instrument the person(s) or the entity upon behalf of which the
person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Signature Nancy de Abreu

Debbie,

Here is the original Grant
Deed that Tara was asking
about. I would like you
to keep it in your files
since there was no Agency
activity on it, I have nothing
to attach it to in my
permanent files. Does that
sound reasonable? If not
let me know.

Linda
x 3311



COMM. #1217939
Notary Public-California
ALAMEDA COUNTY
My Comm. Exp. May 1, 2003

LEGAL DESCRIPTION

Real property in the City of San Leandro, County of Alameda, State of California, described as follows:

All that real property situate in the City of San Leandro, County of Alameda, State of California, being a portion of land described in Reel 2300, at Image 361, Series No. BA-131593, Official Records, being more particularly described as follows:

Beginning at the most Westerly corner of the said lands, thence S 27° 53' 10" E along the Southwesterly line of said lands a distance of 28.00 feet; thence running N 61° 57' 21" E, parallel to and 28.00 feet from, measured at right angles to Marina Boulevard, a distance of 200.00 feet to the Northeasterly line of said lands; thence N 27° 53' 10" W along the said Northeasterly line a distance of 28.00 feet to the Southeasterly line of Marina Boulevard; thence running S 61° 57' 21" W, along the said Southeasterly line a distance of 200.00 feet to the point of beginning.

APN: 075-0093-001-02 (portion)

This is to certify that the interest in real property conveyed by Deed or Grant, dated _____
January 24, 2002, from Anthony A. Batarese, Jr., Trustee of the Batarese Family Trust
UTA, to the Redevelopment Agency of the City of San Leandro, a public body corporate
and politic, is hereby accepted on behalf of the Redevelopment Agency of the City of San
Leandro, pursuant to authority conferred by Resolution No. 92-13, adopted by the
Redevelopment Agency of the City of San Leandro on September 21, 1992, and the
grantee consents to recordation thereof by its duly authorized officer.



(Seal)

Gayle Petersen
Gayle Petersen, Secretary
City of San Leandro Redevelopment Agency

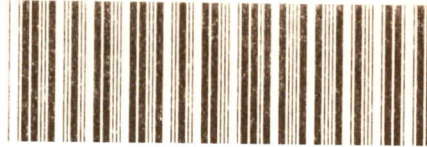
RECORDING REQUESTED BY

Order No.
Escrow No. 160323
Loan No.

WHEN RECORDED MAIL TO:

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

200207665, 02/15/2002 11:47 AM
OFFICIAL RECORDS OF RECORDING FEE: 0.00
ALAMEDA COUNTY
PATRICK O'CONNELL



3 PGS

AB
3
LHO

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

The undersigned grantor(s) declare(s):
CITY TRANSFER TAX \$ N/A
DOCUMENTARY TRANSFER TAX \$ N/A
SURVEY MONUMENT FEE \$

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.

APN 075-0093-001-02 (Portion)

GRANT DEED

CITY OF SAN LEANDRO

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

MAR 12 2002

The Redevelopment Agency of the City of San Leandro

CITY CLERK'S OFFICE

hereby GRANT(S) to

The City of San Leandro

the real property in the City of
County of

San Leandro
Alameda

, State of California, described as

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated January 24, 2002

STATE OF CALIFORNIA }
COUNTY OF Alameda }ss.

On January 30, 2002, before me, Gayle Petersen, Notary Public, personally appeared John J. Jermanis, Executive Director, San Leandro Redevelopment Agency

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 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

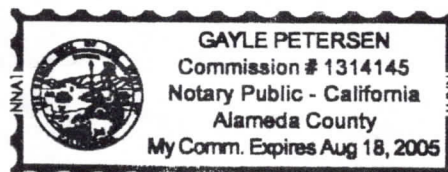
WITNESS my hand and official seal.

Signature Gayle Petersen

The Redevelopment Agency of the City of San Leandro

By:

John J. Jermanis



LEGAL DESCRIPTION

Real property in the City of San Leandro, County of Alameda, State of California, described as follows:

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Beginning at the most Westerly corner of the said lands, thence S 27° 53' 10" E along the Southwesterly line of said lands a distance of 28.00 feet; thence running N 61° 57' 21" E, parallel to and 28.00 feet from, measured at right angles to Marina Boulevard, a distance of 200.00 feet to the Northeasterly line of said lands; thence N 27° 53' 10" W along the said Northeasterly line a distance of 28.00 feet to the Southeasterly line of Marina Boulevard; thence running S 61° 57' 21" W, along the said Southeasterly line a distance of 200.00 feet to the point of beginning.

APN: 075-0093-001-02 (portion)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by Deed or Grant, dated January 24, 2002, from The Redevelopment Agency of the City of ^{San Leandro} 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. 2001-212, adopted by the City Council of the City of San Leandro on December 17, 2001, 1997, and the grantee consents to recordation thereof by its duly authorized officer.

Dated:



F:\COUNTY\CERTIFICATE.ACCEPT-2

Gayle Petersen
Gayle Petersen
City Clerk of the City of San Leandro

From: Amalia Lorentz
To: Peterson, Tara
Date: 3/7/02 3:23PM
Subject: Re: Grant Deed

the original is up here in the Agency master file, I will send you down a copy, and ask Linda to work out w/Debbie where the original should be. (Typically Agency originals have been kept in the Agency files, I understand.)

>>> Tara Peterson 3/6/02 11:02:36 AM >>>

Do you know where the grant deed is for 765 Marina?

From: Tara Peterson
To: Debbie Dettmer
Date: 3/6/02 10:36AM
Subject: Re: City-owned property

P.S. I don't have a deed.

>>> Debbie Dettmer 03/06/02 10:34AM >>>

Yes, please. Any documents re. buying/selling property, especially the Deed and Title Insurance. However, it should go to the person who handled it on behalf of the City, first. Then they should forward to me for City's permanent records.

Thanks, Debbie

>>> Tara Peterson 03/06/02 09:42AM >>>

I have a copy of the policy of title insurance for 765 Marina Boulevard, recently purchased by the RDA and transferred to the City. Do either of you want a copy of this policy?

From: Tara Peterson
To: Debbie Dettmer; Michael White
Date: 3/6/02 9:42AM
Subject: City-owned property

I have a copy of the policy of title insurance for 765 Marina Boulevard, recently purchased by the RDA and transferred to the City. Do either of you want a copy of this policy?



First American Title

**1535 Harrison Street
Oakland, CA 94612**

March 01, 2002

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

CITY OF SAN LEANDRO

MAR 07 2002

CITY CLERK'S OFFICE

Title Officer:	Paul Donahue
Phone:	(510) 464-5419
Order Number:	160323ALA
Escrow Officer:	Michelle Chan
Phone:	(510) 763-0500
Property:	765 Marina Boulevard San Leandro, California

Attached please find the following item(s):

A Policy of Title

Thank You for your confidence and support. We at First American Title Company maintain the fundamental principle:

Customer First!

Policy of Title Insurance



ISSUED BY

First American Title Insurance Company

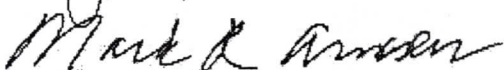
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the 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 the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

First American Title Insurance Company

BY  PRESIDENT

ATTEST  SECRETARY



SCHEDULE A

Premium: \$1,174.00

Amount of Insurance: \$450,000.00

Policy Number: 160323ALA

Date of Policy: February 15, 2002 at 11:47:53 a.m.

1. Name of insured:

The City of San Leandro

2. The estate or interest in the land which is covered by this policy is:

A fee.

3. Title to the estate or interest in the land is vested in:

The City of San Leandro

4. The land referred to in this policy is described as follows:

Real property in the City of San Leandro, County of Alameda, State of California, described as follows:

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Beginning at the most Westerly corner of the said lands, thence S 27° 53' 10" E along the Southwesterly line of said lands a distance of 28.00 feet; thence running N 61° 57' 21" E, parallel to and 20.00 feet from, measured at right angles to Marina Boulevard, a distance of 200.00 feet to the Northeasterly line of said lands; thence N 27° 53' 10" W along the said Northeasterly line a distance of 28.00 feet to the Southeasterly line of Marina Boulevard; thence running S 61° 57' 21" W, along the said Southeasterly line a distance of 200.00 feet to the point of beginning.

APN: 075-0093-001-02

SCHEDULE B
EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

PART ONE
SECTION ONE

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances 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 public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

SECTION TWO

1. General and special taxes and assessments for the fiscal year 2001-2002.
First Installment: \$6,643.77, Paid
Penalty: \$0.00
Second Installment: \$6,643.77, Unpaid
Penalty: \$674.37
Tax Rate Area: 10-075
A. P. No.: 075-0093-001-02
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. An assessment in the original amount of \$27,600.00, as disclosed by notice of assessment recorded May 24, 1990 as Series No. 90-144077 of Official Records.
No.: 99
Issued: May 24, 1990
For: Marina Boulevard Underground Assessment

All amounts are paid through county taxes.

4. The fact that the land lies within the boundaries of the San Leandro Redevelopment Project Area, as disclosed by various documents of record.

Said Plan was amended by Ordinance No. 95-039, an ordinance of the City Council of the City of San Leandro approving a second amendment to the Redevelopment Plan for the County of Alameda - City of San Leandro ("joint") Redevelopment Project extending the power of eminent domain within the city portion of the project area, a certified copy of which recorded January 26, 1996, Series No. 96-018671, Official Records.

5. The fact, as disclosed by Ordinance No. 95-039 of the City Council of the City of San Leandro, a certified copy of which recorded January 26, 1996, Series No. 96018671, Official Records, that the Redevelopment Agency of the City of San Leandro has the power to acquire said land by the powers of eminent domain. Said powers are in effect for a period of 12 years, with the right to extend said period by amendment to the Redevelopment Plan.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- 1.(a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the land;
 - (ii) the character, dimensions or location of any improvement now or hereafter erected on the land;
 - (iii) 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; or
 - (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (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 paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

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 would have had against the named insured, those who succeed to the interest of the named 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.
- (b) "insured claimant": an insured claiming loss or damage.
- (c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
- (d) "land": the land described or referred to in Schedule (A), and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A), nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions from Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.
- (g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. 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 only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either

- (i) an estate or interest in the land, or
- (ii) an indebtedness secured by a purchase money mortgage given to an insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing

- (i) in case of any litigation as set forth in Section 4(a) below,

(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, 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, an insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by an insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and 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, as insured, or to prevent or reduce loss or damage to an insured. The Company may take any appropriate action under the terms of this policy, whether