RE:3663 IM:649

3006-3859 Moraga-San Leandro and Moraga-Station J T/L 11 73 1

AFTER RECORDING, RETURN TO:

FOR RECORDER'S USE ONLY

CITY OF SAN LEANDRO CITY MANAGER'S OFFICE 35 E. 14th Street San Leandro, Calif. 94577

RECORDED at REQUEST OF Title Insurance & Trust Co., At 9 A. M.

APR 26 1974

M

OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA JACK G. BLUE

GRANT DEED

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantor, hereby grants to the CITY OF SAN LEANDRO, a public body of the State of California, that certain real property, situate in the City of San Leandro, County of Alameda, State of California, described as follows: (SBE 135-1-5A PARCEL 3)

Beginning at the intersection of the southeasterly boundary line of the parcel of land described in the deed from Oakland Title Insurance and Guaranty Company to Pacific Gas and Electric Company dated November 17, 1927 and recorded in Book 1753 of Official Records at page 142, Alameda County Records, with the line referred to as Line "A" in the deed from Pacific Gas and Electric Company to The County of Alameda dated May 17, 1929 and recorded in Book 2190 of Official Records at page 243, Alameda County Records, and running thence along the southeasterly boundary line of the parcel of land described in said deed dated November 17, 1927

(1) south 43° 23' 28" west 870.77 feet to a point in the southwesterly boundary line of Rose Drive; thence leaving the southeasterly boundary line of the parcel of land described in said deed dated November 17, 1927 and running along the southwesterly boundary of Rose Drive

(2) north 46° 31' 35" west 3.53 feet; thence leaving the southwesterly boundary line of Rose Drive

(3) northwesterly on a curve to the left with a radius of 20.00 feet, through a central angle of 76° 11' 52", and tangent at the southeasterly terminus thereof to the preceding course, an arc distance of 26.60 feet; thence

(4) westerly on a reverse curve to the right with a radius of 704.00 feet, through a central angle of 17° 28' 19", and tangent at the easterly terminus thereof to a line which has a bearing of south 57° 16' 33" west, an arc distance of 214.68 feet

to a point in the southwesterly boundary line of the 9 acre parcel of land described in the deed from Oakland Title Insurance and Guaranty Company to Pacific Gas and Electric Company dated May 16, 1923 and recorded in Book 441 of Official Records at page 165, Alameda County Records; thence running along the southwesterly boundary line of said 9 acre parcel of land

(5) north 46° 36' 32" west 17.20 feet to the most easterly corner of the 7 acre parcel of land described in the deed from Oakland Title Insurance and Guaranty Company to Pacific Gas and Electric Company dated May 16, 1923 and recorded in Book 441 of Official Records at page 168, Alameda County Records; thence leaving the southwesterly boundary line of said 9 acre parcel of land and running along the southeasterly boundary line of said 7 acre parcel of land

(6) south 43° 08' 28" west 26.66 feet; thence leaving the southeasterly boundary line of said 7 acre parcel of land

(7) northwesterly on a curve to the right with a radius of 704.00 feet, through a central angle of 23° 03' 46", and tangent at the southeasterly terminus thereof to a line which has a bearing of south 77° 19' 31" west, an arc distance of 283.37 feet; thence

(8) north 79° 36' 43" west 38.52 feet; thence

(9) westerly on a curve to the left with a radius of 20.00 feet, through a central angle of 57° 08' 59", and tangent at the easterly terminus thereof to the preceding course, an arc distance of 19.95 feet

to a point in the southeasterly boundary line of the parcel of land described in the deed from Pacific Gas and Electric Company to California Pacific Title Insurance Company dated December 13, 1960 and recorded on Reel 238 of Official Records as image 281, Alameda County Records; thence running along the southeasterly boundary line of the parcel of land described in said deed dated December 13, 1960

- (10) north 43° 14' 18" east 176.14 feet thence leaving the southeasterly boundary line of the parcel of land described in said deed dated December 13, 1960 and running
 - (11) southerly on a curve to the left with a radius of 20.00 feet, through a central angle of 129° 33' 38", and tangent at the northerly terminus thereof to a line which has a bearing of south 43° 14' 18" west, an arc distance of 45.22 feet; thence
 - (12) easterly on a compound curve to the left, with a radius of 600.0 feet, through a central angle of 33° 29' 04", and tangent at the westerly terminus thereof to a line which has a bearing of south 86° 19' 20" east, an arc distance of 350.65 feet; thence
- (13) northerly on a compound curve to the left with a radius of 20.00 feet, through a central angle of 106° 43' 11", and tangent at the southerly terminus thereof to a line which has a bearing of north 60° 11' 36" east, an arc distance of 37.25 feet to a point in the southwesterly boundary line of the strip of land described in the easement from Pacific Gas and Electric Company to the City of San Leandro dated July 7, 1964 and recorded on Reel 1273 of Official Records as image 570, Alameda County Records; thence leaving the southwesterly boundary line of the strip of land described in said deed dated July 7, 1964
- (14) north 43° 28' 25" east 50.00 feet to a point in the northeasterly boundary line of the strip of land described in said deed dated July 7, 1964; thence running along the northeasterly boundary line of the strip of land described in said deed dated July 7, 1964
- (15) south 46° 31' 35" east 19.40 feet; thence leaving the northeasterly boundary line of the strip of land described in said deed dated July 7, 1964
 - (16) southeasterly on a curve to the left with a radius of 20.00 feet, through a central angle of 82° 23' 06", and tangent at the northwesterly terminus thereof to the preceding course, an arc distance of 28.76 feet; thence
 - (17) northeasterly on a compound curve to the left with a radius of 600.00 feet, through a central angle of 7° 30' 21", and tangent at the southwesterly terminus thereof to a line which has a bearing of north 51° 05' 19" east, an arc distance of 78.60 feet; thence
 - (18) north 43° 34' 58" east 684.76 feet; thence
 - (19) northerly on a curve to the left with a radius of 40.00 feet, through a central angle of 90° 11' 30", and tangent at the southerly terminus thereof to the preceding course, an arc distance of 62.97 feet
- to a point in said Line "A"; thence running along said Line "A"
- (20) south 46° 36' 32" east 153.13 feet, to the point of beginning; containing 3.617 acres, more or less; together with any underlying fee appurtenant thereto in East 14th Street.

74-51046

Grantor reserves to itself, its successors and assigns, the right to replace, maintain, and use its existing electric transmission facilities across said real property and the further right to erect, install, replace, remove, maintain, and use, in, on, along, and across said real property such underground pipe lines, for any and all purposes, and underground and overhead electric and communication facilities, as it shall from time to time deem necessary in the conduct of its business.

The real property hereby conveyed is no longer necessary or useful to Grantor in the performance by it of its duties to the public.

THE UNDERSIGNED GRANTOR(S) DECLARE(S):
DOCUMENTARY TRANSFER TAX IS \$
DOCUMENTARY TRANSFER TAX IS

PACIFIC GAS AND ELECTRIC COMPANY

R. K. Miller

Vice President-Personnel and General Services

Attested By

Assistant Secretary

DEC 1 4 1973

D. B. ALLISON

East Bay LD 4020

Dwg. 219554

Dwg. 219555

T.2S., R.3W.,

M.D.B.& M.

AF: 2302-03-0190

2302-03-0212

2302-03-0168

2302-03-0166

bgb

72-229

1S

Prepared **GWM**

Checked H.S.G.

RE-3663 IM-652

RE:3663 IM:653

| Dated: 7 March 1974 | | | |
|---|--|--|----------------------|
| - | Richard H. West City Clerk of the City of | f San Leandro | |
| | | | |
| (poration) | | | 1 |
| City and STATE OF CALIFORN San Fra | NIA ancisco ss. | | 2 |
| On this day of a Notary Public in and for the said | December ,in the year 19 | Lucille Mullen Lucille Mullen County, duly commissioned and sworn, per | sonally appeared |
| R. K. | Miller and D. B. Allison | 1 | |
| known to me to be the Vice | e President-Personnel and istant Secretary, respect | d General Services and the | |
| 74-51046 | | s e within instrument, and to be the personz orporation therein named, and acknowledged | who executed the |
| OFFICIAL SEAL LUCILLE MULLEN NOTARY PUBLIC - CAMFORNIA City and County of SAN FRANCISCO | directors. IN WITNESS WHEREOF, I | trument pursuant to its by-laws or a resolution I have hereunto set my hand and affixed my form of the San Francisco County of | official seal in the |
| My Commission Expires January 23, 1975 | year in this certificate first above w | | 1 |
| | | | |

This is to certify that the interest in real property conveyed by Deed or Grant,

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

on June 19, 1961, and the grantee consents to recordation thereof by its duly

by Resolution No. 4579 C.M.S., adopted by the City Council of the City of San Leandro

Pacific Gas and Electric Company

, from

14 December 1973

authorized officer.

Policy of Title Insurance

SUBJECT TO SCHEDULE B AND THE CONDITIONS AND STIPULATIONS HEREOF, TITLE INSURANCE AND TRUST 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.

Title Insurance and Trust Company

President

Les Gr

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.

(d.) "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.

B of this Policy.
(g.) "mortgage": mortgage, deed of trust, trust deed, or other

(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 said 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 of 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.

3. 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.

(b.) 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 be 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 or desirable to establish the title to the estate or 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.

5. Options to Pay or Otherwise Settle Claims and Options to Purchase Indebtedness

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

Schedule A

| No. SL-194776 | Date of Policy: APRIL 26, 1974 AT 9:00 A.M. |
|----------------------|---|
| Amount of Insurance: | Premium |
| \$ 157,557.00 | \$ 552.50 |

1. Name of Insured:

E-76, 5 AND E-78, 2 AND 4

CITY OF SAN LEANDRO

2. The estate or interest referred to herein is at Date of Policy vested in:

CITY OF SAN LEANDRO

3. The estate or interest in the land described in Schedule C and which is covered by this policy is a fee.

| | 2.42 | | |
|----------------------|-----------------|-----------|-------------------------|
| | | | |
| | | Armi | |
| | | | |
| | | | |
| | | Line | |
| 00 | | 1000 | |
| | 173 | - 4 | |
| 1 | sagned to magni | | |
| A maleke | PR- | P360 | |
| | | 73.7 | A Justine |
| 1740 | | | |
| | | Later . | |
| The Party of | | | |
| | | POLICE IN | |
| 100, 100 | | | |
| 1 | | | |
| | | | |
| | 134 | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| 1000 | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | m |
| aved. | | | m + |
| Date o | | | [-3 |
| Te austi | | | 17-3 |
| To east | | 253 | 35-3 |
| of he said. | | 253 | .976. |
| of leased | | 253 | , 3 T.=3 |
| king leased | | 253 | ,31-3 |
| A A The saled | | 253 | 8 ,35-3 |
| Valor le sald | | | 26, 5 |
| | | 253 | 26, 5 |
| P. P. | | 253 | 26, 5 |
| 1 | | 253 | 26, 5 |
| 1 | | 253 | 26, 5 |
| P. P. | | 253 | 26, 5 |
| 1 | | 253 | 26, 5 |
| 1 | | 253 | 26, 5 |
| 811.8 | | 253 | 26, 5 |
| 71.8 | | 253 | 26, 5 |
| 811.8 | | 253 | 26, 5 |
| 811.8 | | 253 | 26, 5 |
| (85, 118 | | 253 | 26, 5 |
| (85, 118 | | 253 | .81-3 GMA 8 ,81-3 |
| 811 98, 19 | | 253 | 16, 5 AND E-78, |
| 811 98, 19 | | 253 | 16, 5 AND E-78, |
| 811. 26, 137 | | 253 | 16, 5 AND E-78, |
| 811. 26, 137 | | 253 | 16, 5 AND E-78, |
| RIL 28, 1974 | | 253 | 16, 8 AND E-78, 2 1 |
| RIL 28, 1974 | | 253 | A S . 85-3 GM & . 35 |
| A AVEL , 85 JIS | | 253 | 16, 8 AND E-78, 2 1 |
| RIL 28, 1974 | | 253 | A S . 85-3 GM & . 35 |
| A AVEL , 85 JIS | | 253 | A S . 85-3 GM & . 35 |
| TA AVEL , 85 JIS | | 253 | A S . 85-3 GM & . 35 |
| BIL SE, 1974 AT 9 | | 253 | A S . 85-3 GM & . 35 |
| SIL 28, 1974 AT 9: | | 253 | A S . 85-3 GM & . 35 |
| SIL 28, 1974 AT 9: | | 253 | A S . 85-3 GM & . 35 |
| 811. 26, 1974 AT 9:0 | | 253 | A S . 85-3 GM & . 35 |
| BIL SE, 1974 AT 9 | | 253 | 4 GMA 2 .87-3 GMA 2 .35 |
| 811. 26, 1974 AT 9:0 | | 253 | A GMA 8 .85-3 GMA 8 .35 |
| 811. 26, 1974 AT 9:0 | | 253 | 4 GMA 2 .87-3 GMA 2 .35 |
| 811. 26, 1974 AT 9:0 | | 253 | A GMA 8 .85-3 GMA 8 .35 |
| 811. 26, 1974 AT 9:0 | | 253 | A GMA 8 .85-3 GMA 8 .35 |
| 811. 26, 1974 AT 9:0 | | 253 | A GMA 8 .85-3 GMA 8 .35 |
| 811. 26, 1974 AT 9:0 | | 253 | A GMA 8 .85-3 GMA 8 .35 |
| 811. 26, 1974 AT 9:0 | | 253 | A GMA 8 .85-3 GMA 8 .35 |
| 811. 26, 1974 AT 9:0 | | 253 | A GMA 8 .85-3 GMA 8 .35 |
| 811. 26, 1974 AT 9:0 | | 253 | A GMA 8 .85-3 GMA 8 .35 |
| 811. 26, 1974 AT 9:0 | | 253 | A GMA 8 .85-3 GMA 8 .35 |

CITY OF SAN LEANING

CATY OF SAM LEADER

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

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.
- 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.

7169

addition and selection was specificated to state the

to standing a right, that you will you will you will you will you will be you no breat such to

Display Tainting Tourist State Transfer

Any law, ordinance or general regulation (including but not brained to building and continuous spiral regulations of the decimal services of the services of t

Schedule B (Continued)

Part II

- 1. GENERAL AND SPECIAL COUNTY AND CITY TAXES FOR THE FISCAL YEAR 1974-75, A LIEN NOT YET DUE OR PAYABLE.
- 2. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,

IN FAVOR OF: ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION

DISTRICT, A BODY CORPORATE AND POLITIC

FOR : STORM DRAIN

RECORDED : OCTOBER 22, 1962, REEL 706, IMAGE 245, OFFICIAL RECORDS,

INSTRUMENT NO. AT/144418

AFFECTS : A STRIP OF LAND OF THE UNIFORM WIDTH OF 10 FEET ACROSS

PORTION OF PREMISES

3. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,

IN FAVOR OF: CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION FOR: RIGHT TO CONSTRUCT, MAINTAIN, AND USE A STREET

RECORDED : JULY 30, 1964, REEL 1273, IMAGE 570, OFFICIAL RECORDS,

INSTRUMENT NO. AW/122878

AFFECTS : A STRIP OF LAND OF THE UNIFORM WIDTH OF 50 FEET

ACROSS PORTION OF PREMISES

4. RIGHTS RESERVED IN THE DEED FROM PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION, RECORDED APRIL 26, 1974 INSTRUMENT NO. 74-51046.

- GENERAL AND SPECIAL COUNTY AND CITY TAXES FOR THE FISCAL YEAR 1974-75. A LIEN MOT YET DUE OR PAYABLE.
 - AN EASEMENT AFFECTING THE PORTION OF SAID LAND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,

IN FAVOR OF: ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, A BODY CORPORATE AND POLITIC

STORM DRAIN

RECORDED : OCTOBER 22, 1962, REEL 706, IMAGE 245, OFFICIAL RECORDS,

INSTRUMENT NO. AT/149418

: A STRIP OF LAND OF THE UNIFORM WIDTH OF 10 FEET ACROSS

PORTION OF PREMISES.

AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,

IN FAVOR OF: CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION

FOR : RIGHT TO CONSTRUCT, MAINTAIN, AND USE A STREET

RECORDED : JULY 30, 1964, REEL 1273, IMAGE 570, OFFICIAL RECORDS, INSTRUMENT NO. AW/122878

: A STRIP OF LAND OF THE UNIFORM WIDTH OF 50 FEET

ACROSS PORTION OF PREMISES

A. RIGHTS RESERVED IN THE DEED FROM PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION, RECORDED APRIL 26, 1974 INSTRUMENT NO. 74-34012

| TO 1866°C (12-73) American Land Title Association | Loan Policy-1970 with ALTA Endorsement Form | 1 Coverage or American La | ind Title Association |
|---|---|---------------------------|-----------------------|
| | e Association Standard Coverage Policy-1973 | | |

Schedule C

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

EXHIBIT A

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ALAMEDA, CITY OF SAN LEANDRO, DESCRIBED AS FOLLOWS:

(SBE 135-1-5A PARCEL 3)

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM OAKLAND TITLE INSURANCE AND GUARANTY COMPANY TO PACIFIC GAS AND ELECTRIC COMPANY, DATED NOVEMBER 17, 1927, AND RECORDED IN BOOK 1753, OFFICIAL RECORDS, AT PAGE 142, ALAMEDA COUNTY RECORDS, WITH THE LINE REFERRED TO AS LINE "A" IN THE DEED FROM PACIFIC GAS AND ELECTRIC COMPANY TO THE COUNTY OF ALAMEDA DATED MAY 17, 1929, AND RECORDED IN BOOK 2190 OF OFFICIAL RECORDS AT PAGE 243, ALAMEDA COUNTY RECORDS, AND RUNNING THENCE ALONG THE SOUTHEASTERLY BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED IN SAID DEED DATED NOVEMBER 17, 1927.

- (1) SOUTH 43° 23' 28" WEST 870.77 FEET TO A POINT IN THE SOUTH-WESTERLY BOUNDARY LINE OF ROSE DRIVE; THENCE LEAVING THE SOUTH-EASTERLY BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED IN SAID DEED DATED NOVEMBER 17, 1927, AND RUNNING ALONG THE SOUTHWESTERLY BOUNDARY OF ROSE DRIVE.
- (2) NORTH 46° 31' 35" WEST 3.53 FEET; THENCE LEAVING THE SOUTH-WESTERLY BOUNDARY LINE OF ROSE DRIVE
- (3) NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 76° 11' 52", AND TANGENT AT THE SOUTHEASTERLY TERMINUS THEREOF TO THE PRECEDING COURSE, AN ARC DISTANCE OF 26.60 FEET; THENCE
- (4) WESTERLY ON A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 704.00 FEET, THROUGH A CENTRAL ANGLE OF 17° 28' 19", AND TANGENT AT THE EASTERLY TERMINUS THEREOF TO A LINE WHICH HAS A BEARING OF SOUTH 57° 16' 33" WEST, AN ARC DISTANCE OF 214.68 FEET TO A POINT IN THE SOUTHWESTERLY BOUNDARY LINE OF THE 9 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM OAKLAND TITLE INSURANCE AND GUARANTY COMPANY TO PACIFIC GAS AND ELECTRIC COMPANY DATED MAY 16, 1923, AND RECORDED IN BOOK 441 OF OFFICIAL RECORDS, AT PAGE 165, ALAMEDA COUNTY RECORDS; THENCE RUNNING ALONG THE SOUTHWESTERLY BOUNDARY LINE OF SAID 9 ACRE PARCEL OF LAND

EXHIBIT A CONTINUED

- (5) NORTH 46° 36' 32" WEST 17.20 FEET TO THE MOST EASTERLY CORNER OF THE 7 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM OAKLAND TITLE INSURANCE AND GUARANTY COMPANY TO PACIFIC GAS AND ELECTRIC COMPANY DATED MAY 16, 1923, AND RECORDED IN BOOK 441 OF OFFICIAL RECORDS, AT PAGE 168, ALAMEDA COUNTY RECORDS; THENCE LEAVING THE SOUTHWESTERLY BOUNDARY LINE OF SAID 9 ACRE PARCEL OF LAND AND RUNNING ALONG THE SOUTHEASTERLY BOUNDARY LINE OF SAID 7 ACRE PARCEL OF LAND
- (6) SOUTH 43° 08' 28" WEST 26.66 FEET; THENCE LEAVING THE SOUTH-EASTERLY BOUNDARY LINE OF SAID 7 ACRE PARCEL OF LAND
- (7) NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 704.00 FEET, THROUGH A CENTRAL ANGLE OF 23° 03' 46", AND A TANGENT AT THE SOUTHEASTERLY TERMINUS THEREOF TO A LINE WHICH HAS A BEARING OF SOUTH 77° 19' 31" WEST, AN ARC DISTANCE OF 283.37 FEET; THENCE
- (8) NORTH 79° 36' 43" WEST 38.52 FEET; THENCE
- (9) WESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 57° 08' 59", AND TANGENT AT THE EASTERLY TERMINUS THEREOF TO THE PRECEDING COURSE, AN ARC DISTANCE OF 19.95 FEET TO A POINT IN THE SOUTHEASTERLY BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM PACIFIC GAS AND ELECTRIC COMPANY TO CALIFORNIA PACIFIC TITLE INSURANCE COMPANY, DATED DECEMBER 13, 1960, AND RECORDED ON REEL 238 OF OFFICIAL RECORDS AS IMAGE 281, ALAMEDA COUNTY RECORDS; THENCE RUNNING ALONG THE SOUTHEASTERLY BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED IN SAID DEED DATED DECEMBER 13, 1960
- (10) NORTH 43° 14' 18" EAST 176.14 FEET, THENCE LEAVING THE SOUTH-EASTERLY BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED IN SAID DEED DATED DECEMBER 13, 1960 AND RUNNING
- (11) SOUTHERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 129° 33' 38" AND TANGENT AT THE NORTHERLY TERMINUS THEREOF TO A LINE WHICH HAS A BEARING OF SOUTH 43° 14' 18" WEST, AN ARC DISTANCE OF 45.22 FEET; THENCE
- (12) EASTERLY ON A COMPOUND CURVE TO THE LEFT, WITH A RADIUS OF 600.00 FEET, THROUGH A CENTRAL ANGLE OF 33° 29' 04", AND TANGENT AT THE WESTERLY TERMINUS THEREOF TO A LINE WHICH HAS A BEARING OF SOUTH 86° 19' 20" EAST, AN ARC DISTANCE OF 350.65 FEET; THENCE

EXHIBIT A CONTINUED

- (13) NORTHERLY ON A COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANDLGE OF 106° 43' 11", AND TANGENT AT THE SOUTHERLY TERMINUS THEREOF TO A LINE WHICH HAS A BEARING OF NORTH 60° 11' 36" EAST, AN ARC DISTANCE OF 37.25 FEET TO A POINT IN THE SOUTHWESTERLY BOUNDARY LINE OF THE STRIP OF LAND DESCRIBED IN THE EASEMENT FROM PACIFIC GAS AND ELECTRIC COMPANY TO THE CITY OF SAN LEANDRO DATED JULY 7, 1964 AND RECORDED ON REEL 1273, OF OFFICIAL RECORDS, AS IMAGE 570, ALAMEDA COUNTY RECORDS; THENCE LEAVING THE SOUTHWESTERLY BOUNDARY LINE OF THE STRIP OF LAND DESCRIBED IN SAID DEED DATED JULY 7, 1964
- (14) NORTH 43° 28' 25" EAST 50.00 FEET TO A POINT IN THE NORTH-EASTERLY BOUNDARY LINE OF THE STRIP OF LAND DESCRIBED IN SAID DEED DATED JULY 7, 1964, THENCE RUNNING ALONG THE NORTHEASTERLY BOUNDARY LINE OF THE STRIP OF LAND DESCRIBED IN SAID DEED DATED JULY 7, 1964
- (15) SOUTH 46° 31' 35" EAST 19.40 FEET; THENCE LEAVING THE NORTH-EASTERLY BOUNDARY LINE OF THE STRIP OF LAND DESCRIBED IN SAID DEED DATED JULY 7, 1964
- (16) SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 82° 23' 06", AND TANGENT AT THE NORTHWESTERLY TERMINUS THEREOF TO THE PRECEDING COURSE, AN ARC DISTANCE OF 28.76 FEET; THENCE
- (17) NORTHEASTERLY ON A COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 600.00 FEET, THROUGH A CENTRAL ANGLE OF 7° 30' 21", AND TANGENT AT THE SOUTHWESTERLY TERMINUS THEREOF TO A LINE WHICH HAS A BEARING OF NORTH 51° 05' 19" EAST, AN ARC DISTANCE OF 78.60 FEET; THENCE
- (18) NORTH 43° 34' 58" EAST 684.76 FEET; THENCE
- (19) NORTHERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 40.00 FEET, THROUGH A CENTRAL ANGLE OF 90° 11' 30", AND TANGENT AT THE SOUTHERLY TERMINUS THEREOF TO THE PRECEDING COURSE, AN ARC DISTANCE OF 62.97 FEET TO A POINT IN SAID LINE "A"; THENCE RUNNING ALONG SAID LINE "A"
- (20) SOUTH 46° 36' 32" EAST 153.13 FEET, TO THE POINT OF BEGINNING; CONTAINING 3.617 ACRES, MORE OR LESS; TOGETHER WITH ANY UNDERLYING FEE APPURTENANT THERETO IN EAST 14TH STREET.

CITY OF SAN LEANDR

INTEROFFICE MEMO

4-3 most

| TO majoritationaria | L. E. Riordan | - Assistant City Manager | DATE 3 April 1974 |
|---------------------|--|--------------------------------------|--|
| FROM | R. H. West - | City Clerk | |
| SUBJECT | Pacific Gas & E | lectric Company Deed | The second secon |
| | Attached | herewith is a deed from the above re | ferenced organization, |
| | with a letter o | f transmittal containing instruction | s regarding recording |
| | of the deed. | | |
| | On 8 Marc | h 1974 the deed was mailed to Title | Insurance Company as |
| | directed in the | transmittal letter. On 2 April 197 | 4 a representative of |
| | Pacific Gas & E | lectric Company telephoned regarding | the status of the |
| | recording. Thi | s office contacted Title Insurance b | y telephone on the |
| | same date and w | as informed that they were awaiting | further instructions |
| | from the City o | f San Leandro or Pacific Gas & Elect | ric Company, and |
| | that the deed w | ould not be processed until then. | |
| | Will you | please handle this matter? The dee | d was received from |
| | | in this morning's mail. | |
| | | | |
| | | | |
| | | | A |
| | | 136 | |
| | | | lel |
| | | R. H. West | |
| | | | |
| | | City Clerk | |
| | RHW: ob | | |
| | 4-3-74 To: | | if it conforms with our |
| | | Please review this deed to see | |
| | | eement with PG&E for the extension o | f San Leandro Blvd., and |
| | retu | rn it to me. | |
| | | | LER |
| | and the same of th | | |

DITY OF SAN LEANDR

INTEROFFICE MEMO

L. E. Biordan - Assistant City Manager

Pacific Cas & Llectric Company Deed

with a letter of transmittel containing instructions regarding recording Attached berevith is a dead from the above referenced organization,

from the City of San Leandro or Pacific Gas & Llectric Company, and Same date and was informed that they were awaiting further instructions recording. This office contacted Title Insurance by telephone on the Pacific Cas & Electric Company telephoned regarding the status of the directed in the transmittal letter. On 2 April 1974 a representative of On & March 1974 the deed was mailed to Title Insurance Company as

Title Insurance in this morning's mail. Will you please handle this matter? The deed was received from

E. H. West

4-3-74 To: R. Ward

return it to me. agreement with PG&E for the extension of San Leandro Blvd., and Please review this deed to see if it conforms with our

PACIFIC GAS AND ELECTRIC COMPANY

77 BEALE STREET • SAN FRANCISCO, CALIFORNIA 94106 • (415) 781-4211 • TWX 910-372-6587

NOLAN H. DAINES

MANAGER
LAND DEPARTMENT

January 4, 1974

Moraga-San Leandro Fee R/W, San Leandro Alameda County LD 4020 610.5

Mr. Richard H. Ward
Public Works Director
City of San Leandro
City Hall
San Leandro, California 94577

Dear Mr. Ward:

Enclosed is executed and acknowledged Grant Deed conveying to the City of San Leandro real property required for the extension of San Leandro Boulevard.

Pursuant to recording the deed will you please recommend to the City Council that a resolution accepting the property and authorizing recording of the deed be passed.

In accordance with our agreement of September 13, 1972 the City is responsible for completing the street improvements for the extension of San Leandro Boulevard. The improvements, as detailed in paragraph 2 of the agreement apparently will not be completed prior to recording of the enclosed deed. Therefore, will you please forward, by letter, your assurance that the improvements will be completed in accordance with the agreement and at no further cost to Pacific Gas and Electric Company.

Upon the passing of a resolution by the Council and transmittal of your letter please forward the deed to Escrow Account No. SL 194776 at Title Insurance and Trust Company, P. O. Box 636, San Leandro, California 94577 for recording. Upon recording of the deed, the title company will be instructed to issue a policy of title insurance without showing the First and Refunding Mortgage which appears as Exception #2 in the preliminary report.

Very truly yours,

E. E. DOMENEY

Supervisor of Land Sales and Leasing

MPN:kd Enclosure

CITY OF SAN LEANDRO

INTEROFFICE MEMO

| TO production of the contraction | R. West, City | Clerk | | DATE May 13, 1974 |
|--|---|---------------------|------------------------|---|
| FROM | City Manager' | s Office | | |
| SUBJECT | Grant DeedP | G&E AcquisitionSa | an Leandro Blvd. EXt. | |
| | Attached | is the Grant Deed | for the property acqui | ired from PG&E. This |
| | property was | acquired (Title Ins | s. & Trst. escrow #SL- | 194776) through mutual agree- |
| | ment as part | of the San Leandro | Blvd. Ext. project and | d was recorded with title |
| | vested in the | City on April 26, | 1974. | |
| | This is | for your permanent | file. | |
| | | | | Edith De Bo, Secty to the Asst. City Mgr. |
| | Attachment cc: Public W | orks | | |
| | Com. Dev | . Office | | |
| | | | | |
| | | | | |
| | general destre este este en | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Approximately approximate the second | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | R E | CEIVED of SAN LEANDRO |
| | | | M | IAY 1 4 1974 |
| | | | RICH | ARD H. WEST |

TITY OF SAN LEANDRE

INTEROFFICE MEMO

LO.

R. West, City Clerk

DATE May 13, 1974

Asst. City Mgr.

Edith be Bo, Secty to the

FROM

City Manager's Office

2000001

Grant Deed -- PG&E Acquisition -- San Leandro Blvd. EXt.

Attached is the Grant Deed for the property acquired from PG&E. This property was acquired (Title Ins. & Trst. escrow #SL-194776) through mutual agreement as part of the San Leandro Blvd. Ext. project and was recorded with title vested in the City on April 26, 1974.

This is for your permanent file.

Attachment cc: Public Works Com. Dev. Office

RECEIVED CITY OF SAN LEANDRO

MAY 1 + 1974

RICHARD H. WEST

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



Office of City Clerk 415-638-4100

of the adopting resolution.

20 May 1974

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

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: | impr | ove | ment | s thereon. | |
|------|------|------------|------|--|-----|
| | Tit | 1e | was | taken by deed from Pacific Gas & Electric Company | |
| | | | | | |
| | | | | Official Records of the County of Alameda under the | |
| | | | | 's Serial No. 74-51046 , RE: 3663 IM:649, 650,651, | 652 |
| on | 26 | Apr | 1.1 | , 1974 | |
| | It | is | requ | nested that your Honorable Board will: | |
| | 1. | (X |) | Cancel taxes on the above property. | |
| | 2. | (|) | Accept the attached Check Nomade 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 \$ | |

Very truly yours,

Richard H. West &

Richard H. West, City Clerk



Upon your approval, we would appreciate receiving a certified copy