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Recorded at the Request of  
Old Republic Title Company  
Oakland 1117611185

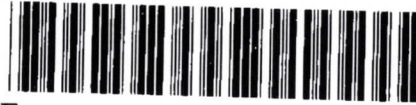


2013178612

05/17/2013 08:30 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY  
PATRICK O'CONNELL  
RECORDING FEE: 21.00

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:



3 PGS

SAN LEANDRO CHAMBER OF COMMERCE  
15555 E. 14th St., #100  
San Leandro, CA 94579

Attn: David P. Johnson

EXEMPT FROM RECORDING FEES PER  
GOVERNMENT CODE §§6103, 27383

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**GRANT DEED**

RST 11929 - NON FEDERAL  
GOVERNMENT AGENCY, GRANTEE  
IS A NON-PROFIT CORPORATION

For valuable consideration, receipt of which is hereby acknowledged, the City of San Leandro, a municipal corporation, and the City acting as the Parking Authority of the City of San Leandro, a body corporate and politic, (together, the "Grantor") hereby grant to the San Leandro Chamber of Commerce, a California nonprofit public benefit corporation ("Grantee") all that real property located in the City of San Leandro, County of Alameda, State of California described in Exhibit D-1 attached hereto and incorporated herein (the "Property").

The Property is conveyed subject to all terms, conditions, reservations of rights and easements set forth in that certain Reciprocal Easement Agreement and Declaration of Covenants, Conditions and Restrictions (Estudillo Parking Garage) dated as of \_\_\_\_\_, 2012, executed by and between Grantor and Grantee, and recorded in the Official Records of Alameda County on 5/17/13, 2013 as Instrument No. 2013 178 160.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of  
May 7, 2013

**GRANTOR:**

CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION, AND THE CITY ACTING AS  
THE PARKING AUTHORITY OF THE CITY OF SAN LEANDRO, A BODY CORPORATE  
AND POLITIC

By: [Signature]  
Chris Zapata

Its: City Manager and Executive Director of the Parking Authority

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California )  
 ) ss.  
 County of Alameda )

On MAY 7, 2013 before me, MARY HUSTACE FOSTER, NOTARY PUBLIC,  
 personally appeared CHRIS ZAPATA, CITY MANAGER AND EXECUTIVE DIRECTOR

My commission number is 1917320.



who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

My commission expires on December 17, 2014.

WITNESS my hand and official seal.

*Mary Hustace Foster*  
 Signature of Notary Public  
 MARY HUSTACE FOSTER

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Grant Deed

Document Date: May 7, 2013

Number of Pages: 1

Signer(s) Other Than Named Above:

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing: \_\_\_\_\_

ORDER NO. : 1117011185-JM

**EXHIBIT D-1**

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

PARCEL ONE:

Parcel 2, as shown on Parcel Map 10073, filed April 25, 2013, in Book 322 of Parcel Maps, at Pages 77 and 79, Alameda County Records

PARCEL TWO:

The easements granted appurtenant to Parcel One, above, described and depicted in the Reciprocal Easement Agreement and Declaration of Covenants, Conditions and Restrictions, recorded 5/17/2013, 2013, Series No. 2013-178160, Official Records.

Being a portion of APN's 077-0551-064 and 067

## Chiu, Vivian

---

**From:** Peterson, Tara  
**Sent:** Friday, June 28, 2013 9:32 AM  
**To:** Chiu, Vivian  
**Subject:** FW: Copy of Document - Escrow #1117011185-JM  
**Attachments:** CA-Alameda-Document - Year.DocID-2013.178612.PDF

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**From:** Julie Massey [<mailto:JMasse@ortc.com>]  
**Sent:** Friday, June 28, 2013 9:30 AM  
**To:** Peterson, Tara  
**Subject:** RE: Copy of Document - Escrow #1117011185-JM

Here you go

Julie Massey, Branch Mgr., Escrow Officer, VP  
Old Republic Title Co., Commercial/Special Projects  
555 12th St., Ste. 2000, Oakland, CA 94607  
(510)272-1121; Fax (510)208-5045  
[jmassey@ortc.com](mailto:jmassey@ortc.com)

---

**From:** [TPeterson@sanleandro.org](mailto:TPeterson@sanleandro.org) [<mailto:TPeterson@sanleandro.org>]  
**Sent:** Friday, June 28, 2013 9:19 AM  
**To:** Julie Massey  
**Subject:** Copy of Document - Escrow #1117011185-JM

Julie:

Can we please get a copy of the recorded Grant Deed transferring 120 Estudillo to the Chamber?

Thanks.

Tara

RECORDING REQUESTED BY

RECORDED at Western Title ST OF by Co.  
At 3:00 PM Min. Past

RE. 3155 IM. 311  
021

AND WHEN RECORDED MAIL TO

JUN 13 1972

NAME WELLS FARGO BANK  
ADDRESS 151 COLLAN AVE  
CITY & STATE SAN LEANDRO CALIF

OFFICIAL RECORDS OF  
ALAMEDA COUNTY, CALIFORNIA  
**JACK G. BLUE**  
COUNTY RECORDER

72-78931

Title Order No. \_\_\_\_\_ Escrow No. \_\_\_\_\_

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

AFFIX I.R.S. \$ 207.35 IN THIS SPACE

NAME \_\_\_\_\_  
ADDRESS (Same as above)  
CITY & STATE \_\_\_\_\_

*Handwritten initials*

*Handwritten notes:* 72 75-7450 - (B) (1)

# Corporation Grant Deed

WESTERN TITLE FORM NO. 102

FOR VALUE RECEIVED,

ATC BUILDING COMPANY and  
THE REDEVELOPMENT AGENCY OF THE CITY OF SAN LEANDRO

GRANTS to

CITY OF SAN LEANDRO, a Municipal Corporation

all that real property situate in the City of San Leandro

County of Alameda, State of California, described as follows:

Parcels 2 and 4 as shown on that Parcel Map No. 768 filed March 28, 1972,  
in Book 72 of Parcel Maps at Page 70, Alameda County Records.

DOCUMENTARY TRANSFER TAX \$ none  
 COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR  
 COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES  
REMAINING THEREON AT TIME OF SALE.

W. Z. ... WESTERN TITLE GUARANTY CO.  
Signature of declarant or agent determining tax-firm name  
CITY OF \_\_\_\_\_ Unincorporated

IN WITNESS WHEREOF, said corporation has executed these presents by its officers thereunto duly authorized, this  
31st day of May, 1972.

ATC BUILDING COMPANY

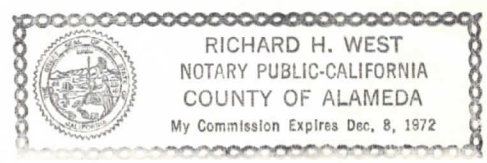
By [Signature]  
VICE President

By [Signature]  
ASSISTANT Secretary

THE REDEVELOPMENT AGENCY OF THE CITY  
OF SAN LEANDRO

By [Signature]  
Chairman

FOR NOTARY SEAL OR STAMP



STATE OF CALIFORNIA } ss.  
County of Alameda

On May 31, 1972, before me, the undersigned,  
a Notary Public, in and for said State, personally appeared  
Jack D. Maltester and

known to me to be the ~~President and the~~ Secretary Chairman

of the corporation that executed the within instrument, and also  
known to me to be the persons who executed it on behalf of such  
corporation, and acknowledged to me that such corporation ex-  
ecuted the same, and further acknowledged to me that such cor-  
poration executed the within instrument pursuant to its by-laws  
or a resolution of its Board of Directors.

[Signature]  
Notary Public

Richard H. West  
Name (Type or Printed)

# Corporation Grant Deed



72-78931



## WESTERN TITLE GUARANTY COMPANY

### ALAMEDA COUNTY DIVISION

1510 Webster Street  
P. O. Box 447  
Oakland, California 94604  
893-8100 (Area Code 415)

## WESTERN TITLE INSURANCE COMPANY

### BRANCH AND AFFILIATED OFFICES

COUNTY	CITY
Alameda	1510 Webster Street..... OAKLAND
	2148 Center Street..... Berkeley
	1752 Solano Ave..... Berkeley
	37217 Fremont Blvd..... Fremont
	1165 A Street..... Hayward
	2188 Railroad Ave..... Livermore
Butte	159 Parrott Street..... San Leandro
	1909 Bird Street..... OROVILLE
Colusa	351 Memorial Way..... Chico
	6402 Skyway..... Paradise
	250 Fifth Street..... COLUSA
Contra Costa	1406 North Broadway..... WALNUT CREEK
	17th & A Street..... Antioch
	1768 Willow Pass Rd..... Concord
	3631 Mount Diablo Blvd..... Lafayette
	Court & Green Streets..... Martinez
	Rheem Theatre Bldg..... Rheem Valley
	2821 Macdonald Ave..... Richmond
Del Norte	501 H Street..... CRESCENT CITY
El Dorado	496 Main Street..... PLACERVILLE
	DeeWalt Investment Bldg..... Bijou
Glenn	250 West Sycamore St..... WILLOWS
Humboldt	404 H Street..... EUREKA
Kings	109 West 8th Street..... HANFORD
Lake	180 Third Street..... LAKEPORT
	Lakeshore Drive..... Clearlake Highlands
Lassen	634 Main Street..... SUSANVILLE
Madera	406 E. Yosemite Ave..... MADERA
Marin	2nd & A Streets..... SAN RAFAEL
	Front St. & Elm Dr..... Novato
Mendocino	101 North State St..... UKIAH
Merced	602 W. 20th Street..... MERCED
Modoc	108 Modoc Street..... ALTURAS
	118 W. Gabilan St..... SALINAS
Monterey	446 Tyler Street..... Monterey
	1121 Third Street..... NAPA
Napa	1121 Third Street..... NAPA
Nevada	Church & Neal Sts..... GRASS VALLEY
Orange	501 West 8th Street..... SANTA ANA

## WESTERN TITLE INSURANCE COMPANY

### BRANCH AND AFFILIATED OFFICES

COUNTY	CITY
Placer	1391 Lincoln Way..... AUBURN
	104 Lincoln Street..... Roseville
	Bechdolt Building..... Tahoe City
Plumas	80 Court Street..... QUINCY
Riverside	6774 Magnolia Ave..... RIVERSIDE
Sacramento	919 - 8th Street..... SACRAMENTO
	2130 Capitol Ave..... Sacramento
	2612 El Camino Ave..... Sacramento
San Benito	378 - 5th Street..... HOLLISTER
San Bernardino	195 N. Arrowhead Ave..... SAN BERNARDINO
San Francisco	266 Bush St..... SAN FRANCISCO
	240 Van Ness Ave..... San Francisco
	26 Ocean Ave..... Mission Office
	1100 Taraval St..... Parkside Office
	5138 Geary Blvd..... Geary Blvd.
San Joaquin	114 N. San Joaquin St..... STOCKTON
San Mateo	840 Middlefield Road..... REDWOOD CITY
	235 Park Road..... Burlingame
Santa Clara	70 North Second Street..... SAN JOSE
	138 Main Street..... Los Altos
	210 Almadra Ave..... Los Gatos
	636 Ramona Street..... Palo Alto
2858 Stevens Creek Blvd..... San Jose	
Santa Cruz	115 Cooper Street..... SANTA CRUZ
Shasta	1250 Yuba Street..... REDDING
Siskiyou	206 Fourth Street..... YREKA
Solano	2415 Sonoma Blvd..... VALLEJO
Sonoma	611 Fifth Street..... SANTA ROSA
	8571 Gravenstein Hwy..... Cotati
	612 Healdsburg Ave..... Healdsburg
Stanislaus	826 Twelfth Street..... MODESTO
Sutter	512 Second Street..... YUBA CITY
	544 Second Street..... YUBA CITY
Tehama	450 Walnut Street..... RED BLUFF
Trinity	211 Main Street..... WEAVERVILLE
Ventura	143 So. California Street..... VENTURA
Yolo	2nd & Court Streets..... WOODLAND
	407 G Street..... Davis
Yuba	120 Fifth Street..... MARYSVILLE

TO 449 C

(Corporation)

TI

72-78931

STATE OF CALIFORNIA }  
COUNTY OF Alameda } SS.

STAPLE HERE

On June 9, 1972 before me, the undersigned, a Notary Public in and for said State, personally appeared G. E. Downey, known to me to be the Vice President, and W. E. Simmons, known to me to be Asst. Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

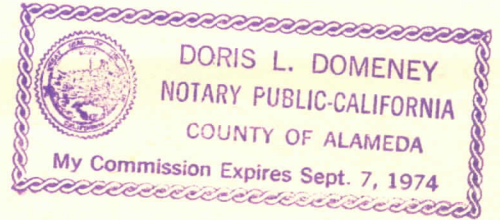
WITNESS my hand and official seal.

Signature

*Doris L. Domenev*

Doris L. Domenev

Name (Typed or Printed)



(This area for official notarial seal)

72-78931

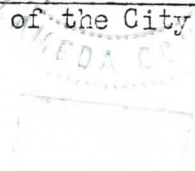
RE: 3155 IM:312

This is to certify that the interest in real property conveyed by Deed or Grant, dated May 31, 1972, from ATC Building Company and 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 of the City Council adopted on June 19, 1961, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: June 12, 1972

*R. H. West*

R. H. West, City Clerk of the City of San Leandro



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



Office of City Clerk 415-638-4100

January 2, 1972

Joseph P. Hiss  
Wells Fargo Bank  
464 California Street  
San Francisco, California

Dear Mr. Hiss:

Enclosed please find two copies each of Resolution Numbers 72-322, 72-323, 72-324, 72-325, which were adopted by the City Council of the City of San Leandro at its meeting of December 18, 1972.

Very truly yours,

Richard H. West  
City Clerk

RHW:KK

Enclosures





IN THE CITY COUNCIL OF THE CITY OF SAN LEANDRO

RESOLUTION NO. 72 - 323

RESOLUTION APPROVING AMENDMENT TO AGREEMENT  
(ATC BUILDING COMPANY)

Recitals

An Amendment to Agreement between the City of San Leandro and ATC Building Company, a copy of which is attached hereto and incorporated herein by reference, has been presented to this City Council.

The City Council is familiar with the contents thereof.

The City Manager has recommended the execution of said Amendment to Agreement.

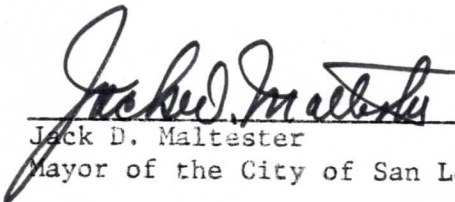
NOW, THEREFORE, the City Council of the City of San Leandro does RESOLVE as follows:

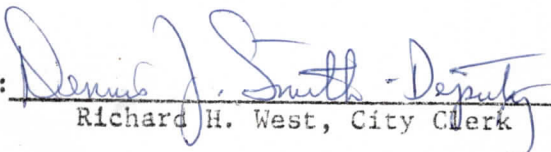
That the hereinbefore mentioned Amendment to Agreement is hereby approved and the Mayor is hereby authorized and directed to execute the same on behalf of the City of San Leandro.

Introduced by Councilman Polvorosa and passed and adopted this 18th day of December, 1972, by the following called vote:

Members of the Council:

Ayes:	Councilmen Coppa, Gill, Polvorosa, Suerstedt; Vice-Mayor Kant	( 5 )
Noes:	None	( 0 )
Absent:	Mayor Maltester, Councilman Nahm	( 2 )

  
\_\_\_\_\_  
Jack D. Maltester  
Mayor of the City of San Leandro

Attest:   
\_\_\_\_\_  
Richard H. West, City Clerk

12/14/72/w

AMENDMENT TO AGREEMENT

That certain Agreement dated February 25, 1972, (the "Agreement"), by and between ATC Building Company, a California Corporation ("ATC") and the City of San Leandro ("City") is hereby amended, in part, as follows:

(Note: The matters set forth hereinafter which are underscored indicate changes and/or additions to the original Agreement.)

1. Paragraph 4 appearing on Page 2 of the Agreement shall from the date hereof be modified to read as follows:

"4. City will make available, for a period of twenty-five (25) years commencing on the first day of the month following the occupancy by Wells Fargo Bank, N.A. of the ATC Building in accordance with the approval of the Redevelopment Agency of the City of San Leandro, for parking purposes, thirty-one (31) parking spaces in the parking facilities to be leased by the City in the air space over Parcels 1b, 2d, 2e, 2g, 5b and 5c for sub-lease by persons employed within the ATC Building. Said parking spaces shall be located in an area mutually agreed upon by City and ATC. Each parking space shall be identified by number or name of lessee. The identification system and any changes with regard thereto shall be under the sole control of ATC and in connection therewith, ATC shall be responsible for the cost of establishing and maintaining said system.

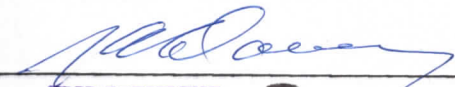

The annual amount that shall be due to the City for the use of each of such 31 parking spaces shall be computed by dividing the total number of parking spaces resulting in the air space over Parcels 1b, 2d, 2e, 2g, 5b and 5c into the actual sum of the principal and interest due and payable by the Agency during that year on the construction cost for such parking, but not including the cost of the land and paving thereunder, and adding thereto the amount of \$24.00, which sum represents maintenance; provided, however, that in no event shall the aggregate amount attributable to

said principal and interest on the construction cost in any year exceed \$300.00 (\$25.00 per month) per each such parking space. After the first year of occupancy of the subject parking spaces by persons employed within the ATC Building, the \$24.00 annual amount paid for maintenance of each parking space shall be adjusted, upward or downward, as the case may be, each year as of July 1st following the anniversary of the commencement of the twenty-five (25) year term defined above by the same percentage that the Consumer Price Index of the U.S. Department of Labor, Bureau of Labor Statistics, for the San Francisco - Oakland Standard Metropolitan Statistical Area for all items has changed from the Index that prevailed on the preceding July 1st."


Other than the amendment set forth above, the Agreement and all terms and conditions set forth therein shall remain in full force and effect as originally drafted and agreed to.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the 12th day of December, 1972.

ATC BUILDING COMPANY

By:   
VICE PRESIDENT  
Its:   
ASSISTANT SECRETARY

CITY OF SAN LEANDRO

By:   
Jack D. Maltester  
Its: Mayor

## IN THE CITY COUNCIL OF THE CITY OF SAN LEANDRO

## RESOLUTION NO. 72 - 324

RESOLUTION APPROVING SURRENDER OF LEASE  
(ATC Building Company)

## Recitals

A surrender of lease between the City of San Leandro and ATC Building Company, a copy of which is attached, has been presented to this Council.

The City Council is familiar with the contents thereof.

The City Manager has recommended the execution of said surrender of lease.

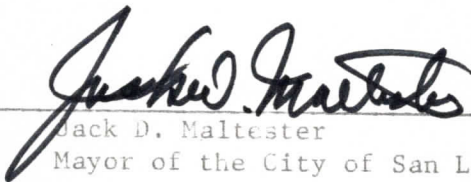
NOW, THEREFORE, the City Council of the City of San Leandro does RESOLVE as follows:

That said surrender of lease is hereby approved and the Mayor is hereby authorized and directed to execute the same on behalf of this City.

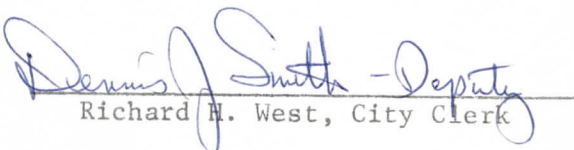
Introduced by Councilman Gill and passed and adopted this 18th day of December, 1972, by the following called vote:

## Members of the Council:

Ayes:	Councilmen Coppa, Gill, Polvorosa, Suerstedt; Vice-Mayor Kant	( 5 )
Noes:	None	( 0 )
Absent:	Mayor Maltester, Councilman Nahm	( 2 )

  
\_\_\_\_\_  
Jack D. Maltester  
Mayor of the City of San Leandro

Attest:

  
\_\_\_\_\_  
Richard H. West, City Clerk

SURRENDER OF LEASE

73- 5939

It is mutually agreed between the parties to that certain lease of premises designated as PARCEL 4 on PARCEL MAP No. 768 filed for record with the Recorder of the County of Alameda on March 28, 1972, which lease was executed on May 19, 1972 and filed for record with the Recorder of the County of Alameda on June 19, 1972 is hereby terminated and surrendered as of December 28, 1972, to the City of San Leandro.

Dated: Dec. 28, 1972.

CITY OF SAN LEANDRO, a municipal corporation

RECORDED at REQUEST OF  
Western Title Guaranty Co.  
At 9 A.M.

By Jack D. Maltester  
Jack D. Maltester, Mayor

JAN 16 1973

ATC BUILDING COMPANY

OFFICIAL RECORDS OF  
ALAMEDA COUNTY, CALIFORNIA  
JACK G. BLUE  
COUNTY RECORDER

By [Signature]  
VICE PRESIDENT  
[Signature]  
ASSISTANT SECRETARY

Acknowledgment

73- 5939

RE:3320 IM:616

State of California, )  
CITY AND COUNTY OF SAN FRANCISCO ) ss.

On this 21st day of December in the year

One Thousand Nine Hundred and Seventy-two, before me, SELMA R. CONLAN, a Notary Public in and for said

City and County, residing therein, duly commissioned and sworn, personally appeared.....

G. E. Downey, and W. Simmons

known to me to be the Vice President and Assistant Secretary

of Wells Fargo Bank N.A.  
the Corporation that executed the within instrument, and also known to me to be  
the person who executed it on behalf of the Corporation therein named, and  
acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal,  
at my office, in the said City and County of San Francisco, the day and year in this  
certificate first above written.

OFFICIAL SEAL  
SELMA R. CONLAN  
NOTARY PUBLIC - CALIFORNIA  
CITY & COUNTY OF SAN FRANCISCO  
My Commission Expires July 4, 1973

Selma R. Conlan

NOTARY PUBLIC  
In and for the City and County of San Francisco, State of California.  
My commission expires July 4, 1973

STATE OF CALIFORNIA )  
COUNTY OF ALAMEDA )

73- 5939

On January 2, 1973, before me, Richard H. West, City Clerk of the  
City of San Leandro, County of Alameda, State of California, personally  
appeared JACK D. MALTESTER, known to me to be the Mayor of the City of  
San Leandro and the person who executed the within instrument on behalf  
of the City therein named and acknowledged that such City executed the  
same.

*Richard H. West*

Richard H. West, City Clerk of the  
City of San Leandro, Alameda County,  
California

IN THE CITY COUNCIL OF THE CITY OF SAN LEANDRO

RESOLUTION NO. 72 - 325

RESOLUTION APPROVING LEASE  
(ATC Building Company)

Recitals

A lease between the City of San Leandro and ATC Building Com-  
pany, a copy of which is attached, has been presented to this Council.

The City Council is familiar with the contents thereof.

The City Manager has recommended the execution of said lease.

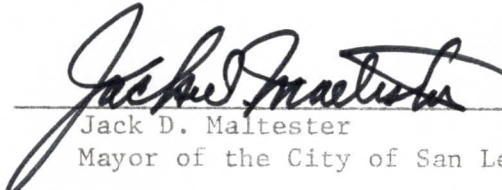
NOW, THEREFORE, the City Council of the City of San Leandro does  
RESOLVE as follows:

That said lease is hereby approved and the Mayor is hereby  
authorized and directed to execute the same on behalf of this City.

Introduced by Councilman Polvorosa and passed and adopted this  
18th day of December, 1972, by the following called vote:

Members of the Council:

Ayes:	Councilmen: Coppa, Gill, Polvorosa, Suerstedt; Vice-Mayor Kant	( 5 )
Noes:	None	( 0 )
Absent:	Mayor Maltester, Councilman Nahm	( 2 )

  
 \_\_\_\_\_  
 Jack D. Maltester  
 Mayor of the City of San Leandro

Attest:

  
 \_\_\_\_\_  
 Richard H. West, City Clerk

12/18/72/m/f

091

JAN 16 1973

OFFICIAL RECORDS OF  
ALAMEDA COUNTY, CALIFORNIA  
**JACK G. BLUE**  
COUNTY RECORDER

LEASE AGREEMENT

73- 5940

700

This Lease Agreement is entered into this 28th day of December,  
1972, by and between the CITY OF SAN LEANDRO ("CITY") and ATC BUILDING COMPANY,  
a California corporation ("ATC").

RECITALS:

1. CITY desires to lease to ATC and ATC desires to lease from CITY  
the ground level of the premises designated as PARCEL 4 on PARCEL MAP  
NO. 768 filed for record with the Recorder of the County of Alameda  
on March 28, 1972.

NOW, THEREFORE, in consideration of the use and occupancy of the  
PREMISES, CITY and ATC agree as follows:

1. USE OF PREMISES

The PREMISES are to be used by ATC exclusively for parking on the  
ground level only of private passenger vehicles with a carrying  
capacity not exceeding nine passengers. ATC shall not obstruct  
CITY in the use of the airspace over the PREMISES from an elevation  
of seven feet above the final pavement surface upward. ATC under-  
stands that the use of said airspace by CITY will involve construction  
and maintenance of columns, stairs and other physical elements necessary  
to the support and use of a parking structure on the PREMISES. ATC  
shall not use or permit the PREMISES or any part thereof to be used  
for any purpose other than as herein set forth at any time during the  
term of this lease except with the prior written consent of CITY, which  
shall not be unreasonably withheld.

2. IMPROVEMENT OF THE PREMISES

CITY agrees to have constructed on the PREMISES a ground level parking  
facility in accordance with plans therefore as have been agreed upon  
by CITY and ATC. Said parking facility shall include, but not be  
limited to, sub-base, base paving, striping, wheel-stops and regulator  
signs. Arrangement of parking spaces, stairs and other necessary  
facilities shall be determined by City, provided, however, that there  
shall be no less than thirteen (13) private parking stalls on the  
PREMISES. The cost of constructing the aforementioned parking



73- 5940

facility shall be the obligation of ATC, payable on completion of work and billing by CITY.

3. PARKING REGULATIONS

ATC shall establish and enforce whatever parking time limits it shall from time to time determine to be appropriate. It is understood that CITY has no responsibility for the establishment or enforcement of parking regulations on the ground level of said premises.

4. TERM OF LEASE

The term of this Lease shall be fifty years, commencing on the first day of the calendar month next succeeding the date of execution of this Lease. ATC or its assignee, shall, in addition, have the right to extend this Lease for not more than three periods of ten years each. Exercise of said options shall be by written notice thereof delivered to CITY not less than one hundred eighty (180) days prior to the expiration of the then current term.

5. PAYMENT OF RENT

ATC shall deposit in escrow to benefit of CITY rent for the entire initial term in the amount of \$17,000.00 upon the execution of this Lease. Rent to ATC or its assignee for each of the ten-year option periods provided for herein shall be one dollar per year. Full rent for each option period shall be prepaid at the commencement of that option period.

6. REPAIRS AND MAINTENANCE

ATC shall maintain the facilities related to the use of the ground level of subject PREMISES for vehicle parking in good repair at its own expense. ATC shall not be responsible for any part of the cost of construction or maintenance of facilities related solely to the use of the airspace over subject PREMISES. However, ATC shall permit reasonable access by CITY for the purpose of constructing and maintaining CITY facilities on the ground level of subject PREMISES.

7. PUBLIC PASSAGE

ATC agrees to the continued free and unobstructed access of the public on any part of subject PREMISES designated by CITY as a driveway

73- 5940

or pedestrian walkway; provided, however, that said means of access shall not unreasonably interfere with ATC's intended occupancy and use of subject PREMISES. Said designation shall be made by CITY at the time of approval of plans for the arrangement of ground level parking facilities.

8. NON-LIABILITY OF CITY

ATC agrees to hold harmless and indemnify CITY, its officers, employees and agents from and against any and all claims, actions and liability or injury to persons or damage to property arising from or in any way connected with ATC's occupancy hereunder or from its use of the PREMISES during the term hereof.

9. ATC TO CARRY LIABILITY INSURANCE

ATC shall procure and maintain in force during the term of this Lease a policy of public liability and property damage insurance approved by the City Attorney adequate to protect against liability for damage claims arising out of accidents occurring in or around said PREMISES, which arise out of or are in any way connected with ATC's occupancy or use of the PREMISES, with limits of \$300,000.00 for injury to any one person, \$500,000.00 for any one accident or occurrence and \$50,000.00 for property damage; said policy shall name the CITY OF SAN LEANDRO and all of its officers, employees and agents as additional insureds.

10. NON-LIABILITY OF ATC

CITY agrees to hold harmless and indemnify ATC, its officers, employees and agents from and against any and all claims, actions and liability for death of or injury to persons or damage to property arising from or in any way connected with CITY's construction in or use of the airspace above the PREMISES or arising out of or in any way connected with the use of the means of access, described in paragraph 7 hereof, by parties other than, or which do not involve the negligent act or conduct of, ATC, its assigns, licensees or invitees.

11. CITY TO CARRY LIABILITY INSURANCE

CITY shall procure and maintain in force during the term of this Lease a policy of public liability and property damage insurance as approved by ATC adequate to protect against liability for damage

claims arising out of accidents occurring in or around said airspace or means of access, described in paragraph 7 hereof, with limits of \$300,000.00 for injury to any one person, \$500,000.00 for any one accident or occurrence and \$50,000.00 for property damage; said policy shall name ATC and all of its officers, employees and agents as additional insureds.

12. SIGNS

No signs or placards of an advertising or promotional nature shall be painted, inscribed or placed on said PREMISES or on any building or structure located on or adjacent to said PREMISES without the prior written consent of CITY, which shall not be unreasonably withheld. ATC agrees to remove promptly and to the satisfaction of CITY at the cost and expense of ATC any and all unauthorized signs and placards within said PREMISES whether painted, inscribed or placed by ATC or by others. Nothing herein shall be interpreted to prevent ATC from placing directional, identification or regulatory signs within said PREMISES.

13. TAXES

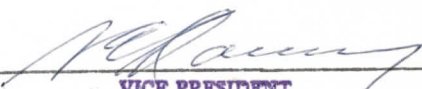

ATC agrees to pay lawful taxes, assessments or charges which at any time may be levied by any federal, state, county, city or any tax or assessment levying agency upon any interest in this Lease or any possessory right which ATC may have in or to the PREMISES covered hereby or the improvements thereon by reason of its use or occupancy thereof or otherwise.

14. CANCELLATION OF PREVIOUS LEASE.

This lease agreement cancels and supersedes the lease agreement entered into by the parties hereto on May 19, 1972.

CITY OF SAN LEANDRO

  
\_\_\_\_\_  
Jack D. Maltester, Mayor  
ATC BUILDING COMPANY

By:   
\_\_\_\_\_  
VICE PRESIDENT  
  
ASSISTANT SECRETARY

Acknowledgment

State of California, }  
CITY AND COUNTY OF SAN FRANCISCO } ss.

73- 5940

RE:3320 IM:621

On this 21st day of December in the year

One Thousand Nine Hundred and Seventy-two, before me, SELMA R. CONLAN, a Notary Public in and for said City and County, residing therein, duly commissioned and sworn, personally appeared.....

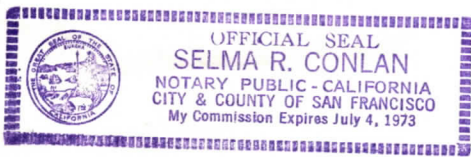
G. E. Downey and W. Simmons

known to me to be the Vice President and Assistant Secretary

of WELLS FARGO BANK, N. A.

the Corporation that executed the within instrument, and also known to me to be the person who executed it on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the said City and County of San Francisco, the day and year in this certificate first above written.



*Selma R. Conlan*

Selma R. Conlan

NOTARY PUBLIC  
In and for the City and County of San Francisco, State of California.  
My commission expires July 4, 1973

73- 5940

STATE OF CALIFORNIA )  
COUNTY OF ALAMEDA )

On January 2, 1973, before me, Richard H. West, City Clerk of the City of San Leandro, County of Alameda, State of California, personally appeared JACK D. MALTESTER, known to me to be the Mayor of the City of San Leandro and the person who executed the within instrument on behalf of the City therein named and acknowledged that such City executed the same.

*Richard H. West*

Richard H. West, City Clerk of the City of San Leandro, Alameda County, California



# CITY OF SAN LEANDRO

*Block N*

## INTEROFFICE MEMO

CITY OF SAN LEANDRO

APR 10 1993 DATE

8/11/72

TO Community Development Office

FROM City Clerk's Office

CITY CLERK'S OFFICE

SUBJECT Title Insurance Policy, Block N, Parcels 2 and 4.

1 Attached herewith is the above-named title insurance policy. Please forward  
2 to this office the original copy of the title insurance policy for Block N,  
3 Parcel 1.

R. H. West, City Clerk

7 KK

8 Attach.

Route to:

- Bill *me*
- Martin *me*
- Dan *me*
- Norm
- Paul
- Pat
- Sheila
- Cheryl
- File

RECEIVED  
SAN LEANDRO  
AUG 14 1972  
COMMUNITY  
DEVELOPMENT

*8/23/72 Forwarded info requested  
this date. Dan*

ALAMEDA COUNTY  
POLICY NUMBER

S 11932

COPY OF  
POLICY OF TITLE INSURANCE

Portions of parcels  
234

CITY OF SAN LEANDRO

APR 30 1993

CITY CLERK'S OFFICE

ISSUED BY  
**WESTERN TITLE INSURANCE COMPANY**

ESTABLISHED 1848

INCORPORATED 1902

WESTERN TITLE INSURANCE COMPANY, a corporation of California, herein called the Company, for a valuable consideration paid for this policy, the number, the effective date, and amount of which are shown in Schedule A, hereby insures the parties named as Insured in Schedule A, the heirs, devisees, personal representatives of such Insured, or if a corporation, its successors by dissolution, merger or consolidation, against loss or damage not exceeding the amount stated in Schedule A, together with costs, attorneys' fees and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

1. Any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule C, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage in Schedule B or in the Conditions and Stipulations; or
2. Unmarketability of such title; or
3. Any defect in the execution of any mortgage shown in Schedule B securing an indebtedness, the owner of which is named as an Insured in Schedule A, but only insofar as such defect affects the lien or charge of said mortgage upon the estate or interest referred to in this policy; or
4. Priority over said mortgage, at the date hereof, of any lien or encumbrance not shown or referred to in Schedule B, or excluded from coverage in Schedule B or in the Conditions and Stipulations, said mortgage being shown in Schedule B in the order of its priority;

all subject, however, to the provisions of Schedules A, B and C and to the Conditions and Stipulations hereto annexed.

IN WITNESS WHEREOF, WESTERN TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned:

\_\_\_\_\_  
Vice President

WESTERN TITLE INSURANCE COMPANY

By

*R. H. Matton*

President

By

*J. L. W. ...*

Secretary

# CONDITIONS AND STIPULATIONS

## 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "land": the land described, specifically or by reference, in Schedule C and improvements affixed thereto which by law constitute real property;

(b) "public records": those records which impart constructive notice of matters relating to said land;

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to the insured by reason of any public records;

(d) "date": the effective date;

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instruments; and

(f) "insured": the party or parties named as Insured, and if the owner of the indebtedness secured by a mortgage shown in Schedule B is named as an Insured in Schedule A, the Insured shall include (1) each successor in interest in ownership of such indebtedness, (2) any such owner who acquires the estate or interest referred to in this policy by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, and (3) any federal 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, subject otherwise to the provisions hereof.

## 2. BENEFITS AFTER ACQUISITION OF TITLE

If an insured owner of the indebtedness secured by a mortgage described in Schedule B acquires said estate or interest, or any part thereof, by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, or any part thereof, or if a federal agency or instrumentality acquires said estate or interest, or any part thereof, as a consequence of an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by a mortgage covered by this policy, or any part thereof, this policy shall continue in force in favor of such Insured, agency or instrumentality, subject to all of the conditions and stipulations hereof.

## 3. EXCLUSIONS FROM THE COVERAGE OF THIS POLICY

This policy does not insure against loss or damage by reason of the following:

(a) 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 said land, or prohibiting a separation in ownership or a reduction in the dimensions or area of any lot or parcel of land.

(b) Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records at the date hereof.

(c) Title to any property beyond the lines of the land expressly described in Schedule C, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless this policy specifically provides that such property, rights or easements are insured, except that if the land abuts upon one or more physically open streets or highways this policy insures the ordinary rights of abutting owners for access to one of such streets or highways, unless otherwise excepted or excluded herein.

(d) Defects, liens, encumbrances, adverse claims against the title as insured or other matters (1) created, suffered, assumed or agreed to by the Insured claiming loss or damage; or (2) known to the Insured Claimant either at the date of this policy or at the date such Insured Claimant acquired an estate or interest insured by this policy and not shown by the public records, unless disclosure thereof in writing by the Insured shall have been made to the Company prior to the date of this policy; or (3) resulting in no loss to the Insured Claimant; or (4) attaching or created subsequent to the date hereof.

(e) Loss or damage which would not have been sustained if the Insured were a purchaser or encumbrancer for value without knowledge.

(f) Any "Consumer Credit Protection," "Truth in Lending" or similar law.

## 4. DEFENSE AND PROSECUTION OF ACTIONS—NOTICE OF CLAIM TO BE GIVEN BY THE INSURED

(a) The Company, at its own cost and without undue delay shall provide (1) for the defense of the Insured in all litigation consisting of actions or proceedings commenced against the Insured, or defenses, restraining orders, or injunctions interposed against a foreclosure or sale of the mortgage and indebtedness covered by this policy or a sale of the estate or interest in said land; or (2) for such action as may be appropriate to establish the title of the estate or interest or the lien of the mortgage as insured, which litigation or action in any of such events is founded upon an alleged defect, lien or encumbrance in

against by this policy, and may pursue any litigation to final determination in the court of last resort.

(b) In case any such action or proceeding shall be begun, or defense interposed, or in case knowledge shall come to the Insured of any claims of title or interest which is adverse to the title of the estate or interest or lien of the mortgage as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, or if the Insured shall in good faith contract to sell the indebtedness secured by a mortgage covered by this policy, or, if an Insured in good faith leases or contracts to sell, lease, or mortgage the same, or if the successful bidder at a foreclosure sale under a mortgage covered by this policy refuses to purchase and in any such event the title to said estate or interest is rejected as unmarketable, the Insured shall notify the Company thereof in writing. If such notice shall not be given to the Company within ten days of the receipt of process or pleadings or if the Insured shall not, in writing, promptly notify the Company of any defect, lien or encumbrance insured against which shall come to the knowledge of the Insured, or if the Insured shall not, in writing, promptly notify the Company of any such rejection by reason of claimed unmarketability of title, then all liability of the Company in regard to the subject matter of such action, proceeding or matter shall cease and terminate; provided, however, that failure to notify shall in no case prejudice the claim of any Insured unless the Company shall be actually 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 prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish the title of the estate or interest or the lien of the mortgage as insured; and the Company may take any appropriate action under the terms of this policy whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision of this policy.

(d) 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 shall secure to it the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose. Whenever requested by the Company the Insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse the Insured for any expense so incurred.

## 5. NOTICE OF LOSS—LIMITATION OF ACTION

In addition to the notices required under paragraph 4(b), a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within sixty days after such loss or damage shall have been determined and no right of action shall accrue to the Insured under this policy until thirty days after such statement shall have been furnished, and no recovery shall be had by the Insured under this policy unless action shall be commenced thereon within five years after expiration of said thirty day period. Failure to furnish such statement of loss or damage, or to commence such action within the time hereinbefore specified shall be a conclusive bar against maintenance by the Insured of any action under this policy.

## 6. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Insured any claim insured against or to pay the full amount of this policy, or, in case loss is claimed under this policy by the owner of the indebtedness secured by a mortgage covered by this policy, the Company shall have the option to purchase said indebtedness; such purchase, payment or tender of payment of the full amount of this policy, together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder. In the event, after notice of claim has been given to the Company by the Insured, the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

## 7. PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed, in all, the actual loss of the Insured and costs and attorneys' fees which the Company may be obligated hereunder to pay.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon the Insured in litigation carried on by the Company for the Insured and all costs and attorneys' fees in litigation carried on by the Insured with the written authorization of the Company.

(c) No claim for damages shall arise or be maintainable under this policy (1) if the Company, after having received notice of an alleged defect, lien or encumbrance not excepted or excluded herein re-opens such defect, lien or encumbrance within a

reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Insured in settling any claim or suit without written consent of the Company, or (3) in the event the title is rejected as unmarketable because of a defect, lien or encumbrance not excepted or excluded in this policy, until there has been a final determination by a court of competent jurisdiction sustaining such rejection.

(d) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto and no payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company; provided, however, if the owner of an indebtedness secured by a mortgage shown in Schedule B is an Insured herein then such payments shall not reduce pro tanto the amount of the insurance afforded hereunder as to such Insured, except to the extent that such payments reduce the amount of the indebtedness secured by such mortgage. Payment in full by any person or voluntary satisfaction or release by the Insured of a mortgage covered by this policy shall terminate all liability of the Company to the insured owner of the indebtedness secured by such mortgage, except as provided in paragraph 2 hereof.

(e) When liability has been definitely fixed in accordance with the conditions of this policy the loss or damage shall be payable within thirty days thereafter.

## 8. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of this policy is reduced by any amount the Company may pay under any policy insuring the validity or priority of any mortgage shown or referred to in Schedule B hereof or any mortgage hereafter executed by the Insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment to the Insured under this policy. The provisions of this paragraph numbered 8 shall not apply to an Insured owner of an indebtedness secured by a mortgage shown in Schedule B unless such Insured acquire title to said estate or interest in satisfaction of said indebtedness or any part thereof.

## 9. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the Insured, and it shall be subrogated to and be entitled to all rights and remedies which the Insured would have had against any person or property in respect to such claim had this policy not been issued. If the payment does not cover the loss of the Insured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of the Insured, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation. The Insured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Insured in any transaction or litigation involving such rights or remedies.

If the Insured is the owner of the indebtedness secured by a mortgage covered by this policy, such Insured may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the mortgage, or release any collateral security for the indebtedness, provided such act does not result in any loss of priority of the lien of the mortgage.

## 10. POLICY ENTIRE CONTRACT

Any action or actions or rights of action that the Insured may have or may bring against the Company arising out of the status of the lien of the mortgage covered by this policy or the title of the estate or interest insured herein must be based on the provisions of this policy.

This policy shall not be valid until countersigned by a Vice President of the Company. No provision or condition of this policy can be waived or changed except by writing endorsed hereon or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

## 11. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at its Main Office, 350 Bush Street, San Francisco, California, 94104.

## 12. THE FEE SPECIFIED IN SCHEDULE A IS THE ENTIRE CHARGE FOR TITLE SEARCH, TITLE EXAMINATION AND TITLE INSURANCE.

Fee \$ 629.00 SL-757450-B

Amount \$ 188,068.00

Effective Date June 13, 1972

at 3:00

o'clock p. m.

NAME OF INSURED

CITY OF SAN LEANDRO,  
a municipal corporation

1. The estate or interest in the land described or referred to in Schedule C covered by this Policy is

A FEE

2. Title to the estate or interest covered by this policy at the date hereof is vested in:

CITY OF SAN LEANDRO,  
a municipal corporation

SCHEDULE B

This policy does not insure against loss or damage by reason of the following:

PART 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 the 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.

PART TWO

- 1- 1972-73 Taxes a lien, not yet payable.
- 2- Easement for unobstructed visibility and pedestrian access, and incidents thereto granted to A.T.C. Building Company, by instrument recorded June 13, 1972, Series No. 78935 (Affects Parcel 3)
- 3- A lease upon the terms, covenants and conditions therein provided.  
Dated: May 19, 1972  
Lessor: City of San Leandro  
Lessee: A.T.C. Building Company  
Recorded: May 19, 1972  
Series No.: 78932



SCHEDULE C

The land referred to in this Policy is described as:

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

PARCEL ONE:

Parcel 4, Parcel Map No. 768, filed March 28, 1972, Book 72 of Parcel Maps, page 70, Alameda County Records.

PARCEL TWO:

Lots 16, 17, 18 and 19, Block 3, Map of East San Leandro, filed February 20, 1871, Map Book 2, page 24, Alameda County Records.

Excepting therefrom that portion lying within the lines of Estudillo Avenue, as said avenue now exists.

PARCEL THREE:

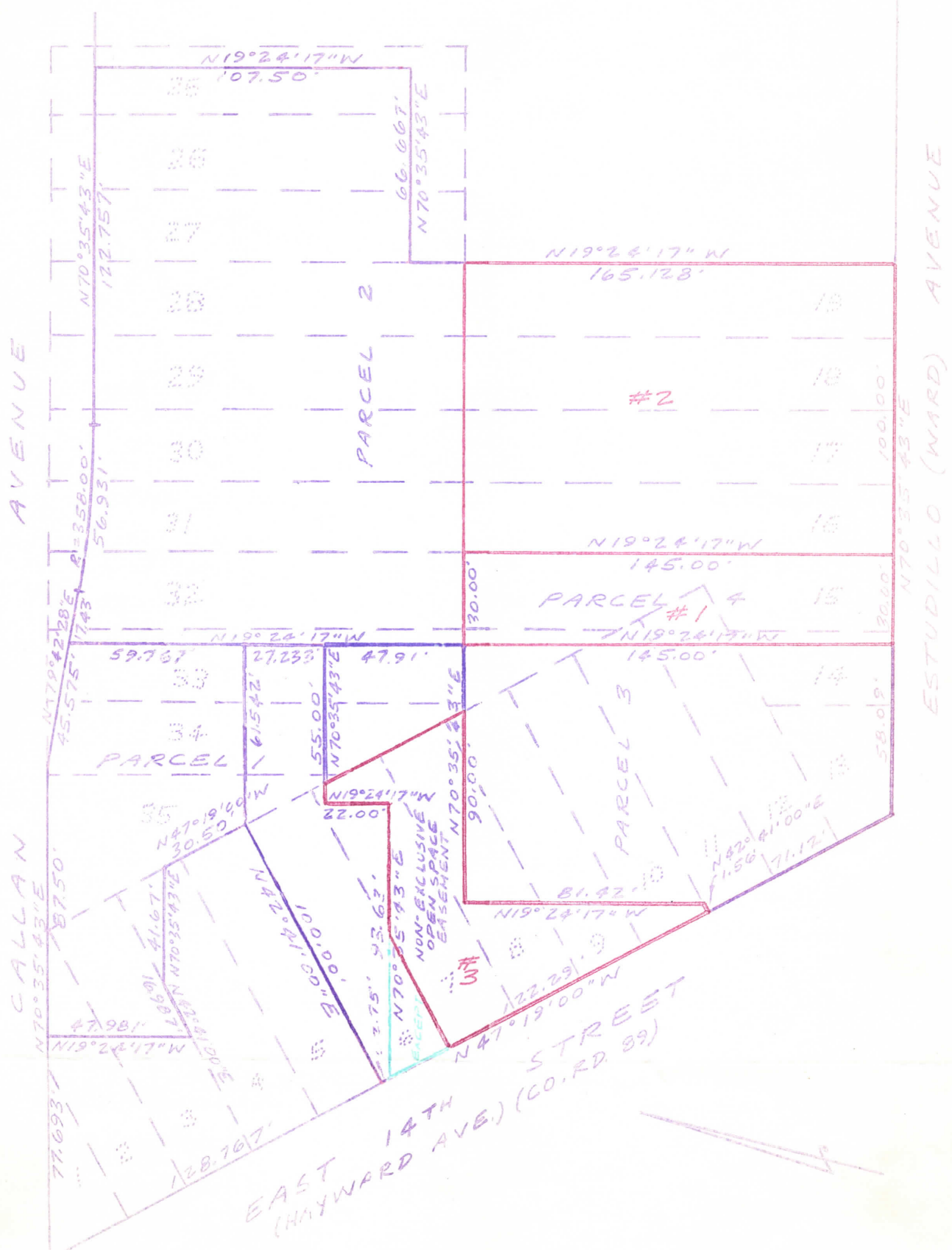
That portion of Parcel 2, Parcel Map No. 768, filed March 28, 1972, Book 72 of Parcel Maps, page 70, Alameda County Records, lying southwesterly of the northeasterly line of Lots 7, 8 and 9, Block 3, Map of East San Leandro, filed February 20, 1871, Map Book 2, page 24, Alameda County Records.

Excepting therefrom the included portion of Lot 6, Block 3, Map of East San Leandro, filed February 20, 1871, Map Book 2, page 24, Alameda County Records.

PARCEL 1 IS PART OF ESTUDILLO PARKING GARAGE - PARCEL IS LEASED BY AITC/WELLS FARGO BANK FOR BANK PATRON PARKING.

PARCEL 2 IS PART OF ESTUDILLO PARKING GARAGE FACING ESTUDILLO AVE.

PARCEL 3 IS PART OF BLOCK N MAP (PASEO DEL ORO) BETWEEN 1222-34 & 1298 E. 14TH ST.



THIS PLAT IS MADE FROM RECORDED DATA ONLY, OR DATA NOT CONFLICTING THEREWITH.  
 WESTERN TITLE GUARANTY - ALAMEDA COUNTY DIVISION  
 WESTERN TITLE INSURANCE COMPANY

CITY OF SAN LEANDRO

833RA

INTEROFFICE MEMO  
CITY ATTORNEY'S OFFICE

*CO*

TO Jim McSharry, Acting City Attorney AUG 4 - 1972 DATE August 3, 1972  
FROM W. R. Rugg, Community Development Director CITY OF SAN LEANDRO  
SUBJECT Title Insurance Policies, Block N, Portions of Parcels 1, 2 and 4

1 Herewith.

2

3

*Bill*

4 W. R. Rugg, Director  
Community Development Office

5

6 WRR:sm

7 Attachments

RECEIVED  
CITY OF SAN LEANDRO

AUG 11 1972

RICHARD H. WEST  
CITY CLERK

8

9 TO: West ✓ 8-9-72

10 Rugg

11

12 Original and copy for you of 571-11932 (City ownership)  
13 & original and copy for you of 571-11934 (agency ownership)

14

15

*The Sheering*

CITY ATTORNEY'S OFFICE

AUG 11 1972

CITY OF SAN LEANDRO

19 McSharry:

20 Are we supposed to have this deed? The only deed we have in our files for parcels  
21 2 and 4 is one with recorder's series number 78931, recorded June 13, 1972 and the  
policy is for a deed recorded May 19, 1972, series number 78932 which we do not have.

22 TO: WRR 8-11-72

*R. H. West*

R. H. West

23 The policy is effective 6-13-72. I see no reference in the policy to any particular  
24 deed they are insuring. The recording 5-19-72 series no. 78932 is a lease  
25 which is excepted from the coverage of the policy.

*The Sheering*

*[Faint, mostly illegible handwritten text at the top of the page]*

R. H. West

*[Faint, mostly illegible handwritten text in the middle section]*

CITY OF SAN FRANCISCO  
AUG 11 1915  
CITY ATTORNEY'S OFFICE

*[Handwritten signature or initials]*

*[Large block of faint, mostly illegible handwritten text]*

*[Handwritten notes or signatures on the left side]*

CITY CLERK  
RICHARD H. WEST

AUG 11 1915  
CITY OF SAN FRANCISCO  
RECEIVED

*[Handwritten signature or initials]*

*[Faint, mostly illegible handwritten text at the bottom]*

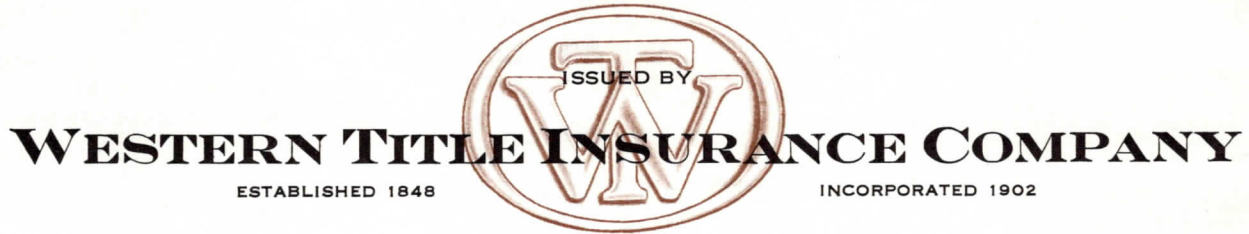
CITY OF SAN FRANCISCO

ALAMEDA COUNTY  
POLICY NUMBER

S71 11932

POLICY OF TITLE INSURANCE

Portions of Parcels  
2, 4




WESTERN TITLE INSURANCE COMPANY, a corporation of California, herein called the Company, for a valuable consideration paid for this policy, the number, the effective date, and amount of which are shown in Schedule A, hereby insures the parties named as Insured in Schedule A, the heirs, devisees, personal representatives of such Insured, or if a corporation, its successors by dissolution, merger or consolidation, against loss or damage not exceeding the amount stated in Schedule A, together with costs, attorneys' fees and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

1. Any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule C, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage in Schedule B or in the Conditions and Stipulations; or
2. Unmarketability of such title; or
3. Any defect in the execution of any mortgage shown in Schedule B securing an indebtedness, the owner of which is named as an Insured in Schedule A, but only insofar as such defect affects the lien or charge of said mortgage upon the estate or interest referred to in this policy; or
4. Priority over said mortgage, at the date hereof, of any lien or encumbrance not shown or referred to in Schedule B, or excluded from coverage in Schedule B or in the Conditions and Stipulations, said mortgage being shown in Schedule B in the order of its priority;

all subject, however, to the provisions of Schedules A, B and C and to the Conditions and Stipulations hereto annexed.

IN WITNESS WHEREOF, WESTERN TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned:

  
Vice President

WESTERN TITLE INSURANCE COMPANY

By



President

By



Secretary

# CONDITIONS AND STIPULATIONS

## 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "land": the land described, specifically or by reference, in Schedule C and improvements affixed thereto which by law constitute real property;
- (b) "public records": those records which impart constructive notice of matters relating to said land;
- (c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to the insured by reason of any public records;
- (d) "date": the effective date;
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instruments; and
- (f) "insured": the party or parties named as Insured, and if the owner of the indebtedness secured by a mortgage shown in Schedule B is named as an Insured in Schedule A, the Insured shall include (1) each successor in interest in ownership of such indebtedness, (2) any such owner who acquires the estate or interest referred to in this policy by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, and (3) any federal 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, subject otherwise to the provisions hereof.

## 2. BENEFITS AFTER ACQUISITION OF TITLE

If an insured owner of the indebtedness secured by a mortgage described in Schedule B acquires said estate or interest, or any part thereof, by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, or any part thereof, or if a federal agency or instrumentality acquires said estate or interest, or any part thereof, as a consequence of an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by a mortgage covered by this policy, or any part thereof, this policy shall continue in force in favor of such Insured, agency or instrumentality, subject to all of the conditions and stipulations hereof.

## 3. EXCLUSIONS FROM THE COVERAGE OF THIS POLICY

This policy does not insure against loss or damage by reason of the following:

- (a) 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 said land, or prohibiting a separation in ownership or a reduction in the dimensions or area of any lot or parcel of land.
- (b) Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records at the date hereof.
- (c) Title to any property beyond the lines of the land expressly described in Schedule C, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless this policy specifically provides that such property, rights or easements are insured, except that if the land abuts upon one or more physically open streets or highways this policy insures the ordinary rights of abutting owners for access to one of such streets or highways, unless otherwise excepted or excluded herein.
- (d) Defects, liens, encumbrances, adverse claims against the title as insured or other matters (1) created, suffered, assumed or agreed to by the Insured claiming loss or damage; or (2) known to the Insured Claimant either at the date of this policy or at the date such Insured Claimant acquired an estate or interest insured by this policy and not shown by the public records, unless disclosure thereof in writing by the Insured shall have been made to the Company prior to the date of this policy; or (3) resulting in no loss to the Insured Claimant; or (4) attaching or created subsequent to the date hereof.
- (e) Loss or damage which would not have been sustained if the Insured were a purchaser or encumbrancer for value without knowledge.
- (f) Any "Consumer Credit Protection," "Truth in Lending" or similar law.

## 4. DEFENSE AND PROSECUTION OF ACTIONS—NOTICE OF CLAIM TO BE GIVEN BY THE INSURED

(a) The Company, at its own cost and without undue delay shall provide (1) for the defense of the Insured in all litigation consisting of actions or proceedings commenced against the Insured, or defenses, restraining orders, or injunctions interposed against a foreclosure or sale of the mortgage and indebtedness covered by this policy or a sale of the estate or interest in said land; or (2) for such action as may be appropriate to establish the title of the estate or interest or the lien of the mortgage as insured, which litigation or action in any of such events is founded upon an alleged defect, lien or encumbrance insured

against by this policy, and may pursue any litigation to final determination in the court of last resort.

(b) In case any such action or proceeding shall be begun, or defense interposed, or in case knowledge shall come to the Insured of any claims of title or interest which is adverse to the title of the estate or interest or lien of the mortgage as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, or if the Insured shall in good faith contract to sell the indebtedness secured by a mortgage covered by this policy, or, if an Insured in good faith leases or contracts to sell, lease, or mortgage the same, or if the successful bidder at a foreclosure sale under a mortgage covered by this policy refuses to purchase and in any such event the title to said estate or interest is rejected as unmarketable, the Insured shall notify the Company thereof in writing. If such notice shall not be given to the Company within ten days of the receipt of process or pleadings or if the Insured shall not, in writing, promptly notify the Company of any defect, lien or encumbrance insured against which shall come to the knowledge of the Insured, or if the Insured shall not, in writing, promptly notify the Company of any such rejection by reason of claimed unmarketability of title, then all liability of the Company in regard to the subject matter of such action, proceeding or matter shall cease and terminate; provided, however, that failure to notify shall in no case prejudice the claim of any Insured unless the Company shall be actually 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 prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish the title of the estate or interest or the lien of the mortgage as insured; and the Company may take any appropriate action under the terms of this policy whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision of this policy.

(d) 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 shall secure to it the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose. Whenever requested by the Company the Insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse the Insured for any expense so incurred.

## 5. NOTICE OF LOSS—LIMITATION OF ACTION

In addition to the notices required under paragraph 4(b), a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within sixty days after such loss or damage shall have been determined and no right of action shall accrue to the Insured under this policy until thirty days after such statement shall have been furnished, and no recovery shall be had by the Insured under this policy unless action shall be commenced thereon within five years after expiration of said thirty day period. Failure to furnish such statement of loss or damage, or to commence such action within the time hereinbefore specified shall be a conclusive bar against maintenance by the Insured of any action under this policy.

## 6. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Insured any claim insured against or to pay the full amount of this policy, or, in case loss is claimed under this policy by the owner of the indebtedness secured by a mortgage covered by this policy, the Company shall have the option to purchase said indebtedness; such purchase, payment or tender of payment of the full amount of this policy, together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder. In the event, after notice of claim has been given to the Company by the Insured, the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

## 7. PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed, in all, the actual loss of the Insured and costs and attorneys' fees which the Company may be obligated hereunder to pay.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon the Insured in litigation carried on by the Company for the Insured and all costs and attorneys' fees in litigation carried on by the Insured with the written authorization of the Company.

(c) No claim for damages shall arise or be maintainable under this policy (1) if the Company, after having received notice of an alleged defect, lien or encumbrance not excepted or excluded herein remove such defect, lien or encumbrance within a

reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Insured in settling any claim or suit without written consent of the Company, or (3) in the event the title is rejected as unmarketable because of a defect, lien or encumbrance not excepted or excluded in this policy, until there has been a final determination by a court of competent jurisdiction sustaining such rejection.

(d) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto and no payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company; provided, however, if the owner of an indebtedness secured by a mortgage shown in Schedule B is an Insured herein then such payments shall not reduce pro tanto the amount of the insurance afforded hereunder as to such Insured, except to the extent that such payments reduce the amount of the indebtedness secured by such mortgage. Payment in full by any person or voluntary satisfaction or release by the Insured of a mortgage covered by this policy shall terminate all liability of the Company to the insured owner of the indebtedness secured by such mortgage, except as provided in paragraph 2 hereof.

(e) When liability has been definitely fixed in accordance with the conditions of this policy the loss or damage shall be payable within thirty days thereafter.

## 8. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of this policy is reduced by any amount the Company may pay under any policy insuring the validity or priority of any mortgage shown or referred to in Schedule B hereof or any mortgage hereafter executed by the Insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment to the Insured under this policy. The provisions of this paragraph numbered 8 shall not apply to an Insured owner of an indebtedness secured by a mortgage shown in Schedule B unless such Insured acquire title to said estate or interest in satisfaction of said indebtedness or any part thereof.

## 9. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the Insured, and it shall be subrogated to and be entitled to all rights and remedies which the Insured would have had against any person or property in respect to such claim had this policy not been issued. If the payment does not cover the loss of the Insured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of the Insured, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation. The Insured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Insured in any transaction or litigation involving such rights or remedies.

If the Insured is the owner of the indebtedness secured by a mortgage covered by this policy, such Insured may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the mortgage, or release any collateral security for the indebtedness, provided such act does not result in any loss of priority of the lien of the mortgage.

## 10. POLICY ENTIRE CONTRACT

Any action or actions or rights of action that the Insured may have or may bring against the Company arising out of the status of the lien of the mortgage covered by this policy or the title of the estate or interest insured herein must be based on the provisions of this policy.

This policy shall not be valid until countersigned by a Vice President of the Company. No provision or condition of this policy can be waived or changed except by writing endorsed hereon or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

## 11. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at its Main Office, 350 Bush Street, San Francisco, California, 94104.

## 12. THE FEE SPECIFIED IN SCHEDULE A IS THE ENTIRE CHARGE FOR TITLE SEARCH, TITLE EXAMINATION AND TITLE INSURANCE.

CS  
Policy Number S 11932

SCHEDULE A

Order Number

Fee \$ 629.00 SL-757450-B

Amount \$ 188,068.00

Effective Date June 13, 1972

at 3:00

o'clock p. m.

NAME OF INSURED

CITY OF SAN LEANDRO,  
a municipal corporation

1. The estate or interest in the land described or referred to in Schedule C covered by this Policy is

A FEE

2. Title to the estate or interest covered by this policy at the date hereof is vested in:

CITY OF SAN LEANDRO,  
a municipal corporation

SCHEDULE B

This policy does not insure against loss or damage by reason of the following:

PART 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 the 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.

PART TWO

- 1- 1972-73 Taxes a lien, not yet payable.
- 2- Easement for unobstructed visibility and pedestrian access, and incidents thereto granted to A.T.C. Building Company, by instrument recorded June 13, 1972, Series No. 78935 (Affects Parcel 3)
- 3- A lease upon the terms, covenants and conditions therein provided.  
Dated: May 19, 1972  
Lessor: City of San Leandro  
Lessee: A.T.C. Building Company  
Recorded: May 19, 1972  
Series No.: 78932

SCHEDULE C

The land referred to in this Policy is described as:

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

PARCEL ONE:

Parcel 4, Parcel Map No. 768, filed March 28, 1972, Book 72 of Parcel Maps, page 70, Alameda County Records.

PARCEL TWO:

Lots 16, 17, 18 and 19, Block 3, Map of East San Leandro, filed February 20, 1871, Map Book 2, page 24, Alameda County Records.

Excepting therefrom that portion lying within the lines of Estudillo Avenue, as said avenue now exists.

PARCEL THREE:

That portion of Parcel 2, Parcel Map No. 768, filed March 28, 1972, Book 72 of Parcel Maps, page 70, Alameda County Records, lying southwesterly of the northeasterly line of Lots 7, 8 and 9, Block 3, Map of East San Leandro, filed February 20, 1871, Map Book 2, page 24, Alameda County Records.

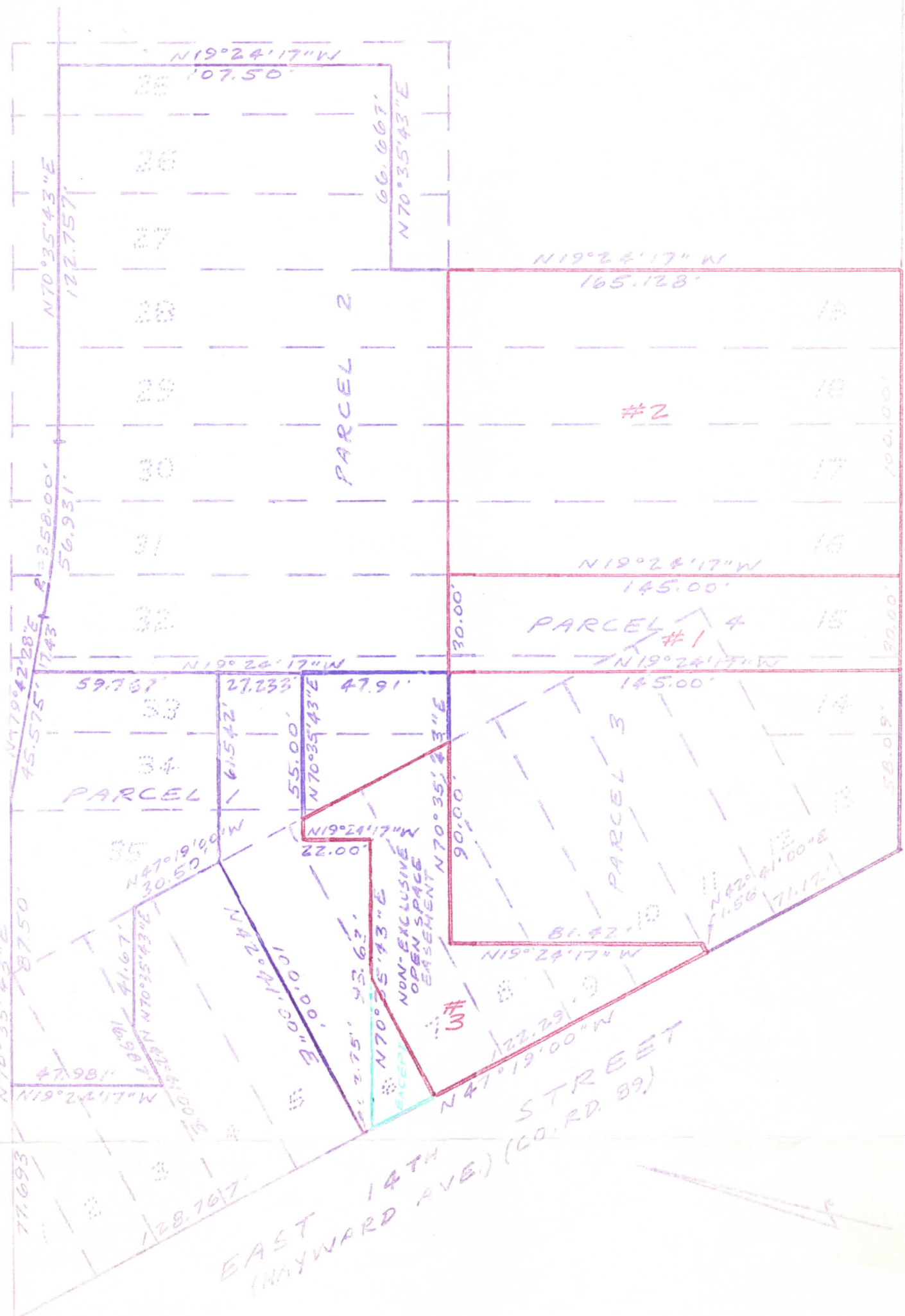
Excepting therefrom the included portion of Lot 6, Block 3, Map of East San Leandro, filed February 20, 1871, Map Book 2, page 24, Alameda County Records.



AVENUE

CALLAN

ESTUDILLO (WARD) AVENUE



THIS PLAT IS MADE FROM RECORDED DATA ONLY, OR DATA NOT CONFLICTING THEREWITH.  
 WESTERN TITLE GUARANTY - ALAMEDA COUNTY DIVISION  
 WESTERN TITLE INSURANCE COMPANY.

72-78932

LEASE INDENTURE

SL 757450

(2)

THIS LEASE entered into this 19th day of May, 1972, by and between the CITY OF SAN LEANDRO (City), Lessor, and A.T.C. BUILDING COMPANY, a California Corporation (A.T.C.), Lessee,

W I T N E S S E I T H :

Lessor does hereby demise and lease unto Lessee and Lessee does hereby hire and take from Lessor that certain premises situate in the City of San Leandro, County of Alameda, State of California, and described as follows:

Parcel No. 4 on parcel map No. 768, filed for record with the Recorder of the County of Alameda on March 28, 1972,

hereinafter called the "premises," upon the following terms and conditions:

TO HAVE AND TO HOLD the same for a term beginning on the 1st day of June, 1972, and ending on the 31st day of May, 2122, and upon the terms, conditions and provisions more fully set forth in that certain Lease dated 19th day of May, 1972, heretofore executed by and between the above named Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly signed as of the day and year first above written.

LESSOR:

CITY OF SAN LEANDRO

Jack D. Maltester  
Jack D. Maltester, Mayor

LESSEE:

A.T.C. BUILDING COMPANY

Attest: Richard D. ...  
City Clerk

By G. E. Downey  
G. E. Downey, Vice President

By W. E. Simmons  
W. E. Simmons, Assistant Secretary

RE: 3155 IM: 314

72-78932

RECORDED at REQUEST OF  
Western Title Guaranty Co.

At \_\_\_\_\_ Min. Past 3:00 PM

JUN 13 1972

OFFICIAL RECORDS OF  
ALAMEDA COUNTY, CALIFORNIA  
**JACK G. BLUE**  
COUNTY RECORDER

400

72-78932

STATE OF CALIFORNIA,

County of ALAMEDA } ss.

On this 19th day of May in the year one thousand nine hundred and seventy-two, before me, Richard H. West, a Notary Public, State of California, duly commissioned and sworn, personally appeared Jack D. Maltester

known to me to be the Mayor of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation 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.

*Richard H. West*

Notary Public, State of California.

Cowdery's Form No. 28—(Acknowledgment—Corporation).  
(C. C. Secs. 1190-1190.1) (Printed 11-10-67) 8221-0420-1

My Commission Expires December 8, 1972

TO 449 C  
(Corporation)

(TI)

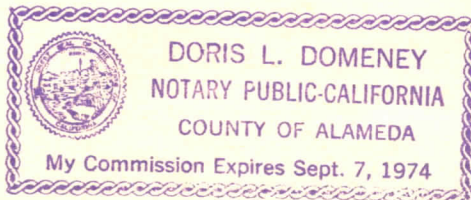
STATE OF CALIFORNIA }  
COUNTY OF Alameda } SS.

72-78932

On June 9, 1972 before me, the undersigned, a Notary Public in and for said State, personally appeared G. E. Downey, known to me to be the Vice President, and W. E. Simmons, known to me to be the Asst. Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature *Doris L. Domeney*



Doris L. Domeney  
Name (Typed or Printed)

(This area for official notarial seal)

STAPLE HERE

CITY OF SAN LEANDRO

1957

INTEROFFICE MEMO

TO Dick West, City Clerk DATE June 30, 1972

FROM W. R. Rugg, Community Development Director

SUBJECT Lease Indenture - City to ATC, Parcel 4, Parcel Map 768

1 Subject lease indenture is attached for your file.

2

3

*Bill*

4

W. R. Rugg, Director  
Community Development Office

5

6 WRR:sm

7 Attachment

8 cc: City Manager

9 City Attorney

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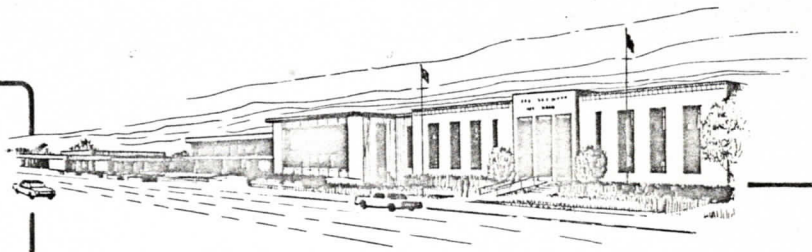
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25

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



Office of City Clerk 415-638-4100

July 18, 1972

Jack Lopas  
151 Callan Avenue  
San Leandro, California

Dear Mr. Lopas:

Enclosed please find one fully executed copy of a Lease Indenture and a recorded copy of the same between the City of San Leandro and A.T.C. Building Company.

Please retain these for your files.

Very truly yours,

Richard H. West  
City Clerk

RHW:KK

Enclosures



file 833



TO 1523-T (7-68)

# LITIGATION GUARANTEE

ISSUED BY

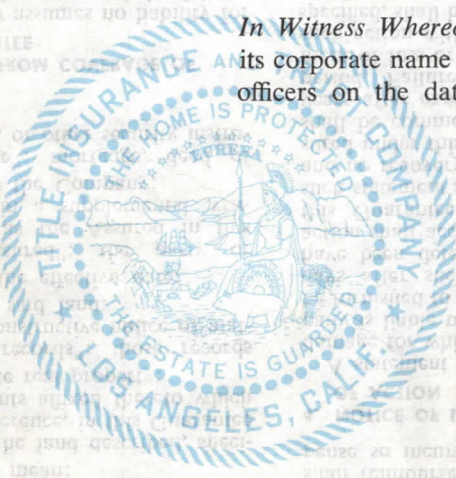
Title Insurance and Trust Company

TITLE INSURANCE AND TRUST COMPANY, A CALIFORNIA CORPORATION, herein called the Company, for the fee paid for this Guarantee, the number, amount and effective date of which are shown herein, hereby Guarantees the parties herein called the Assured, against loss not exceeding the liability amount stated herein which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the effective date stated herein,

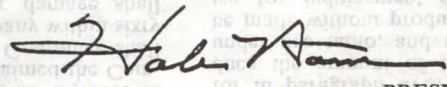
1. The title to the herein described land was vested in the vestee named, subject to the matters shown as Exceptions herein, which Exceptions are not necessarily shown in the order of their priority;
2. The necessary parties defendant in an action, the nature of which is shown herein, are as herein stated.

ALL SUBJECT, HOWEVER, to the exclusions from coverage, the limits of liability and the other provisions of the Conditions and Stipulations hereto annexed and made a part of this Guarantee.

In Witness Whereof, Title Insurance and Trust Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown herein.



Title Insurance and Trust Company

by  PRESIDENT

Attest  SECRETARY

COPY ONLY

EXCLUSIONS FROM COVERAGE

## GUARANTEE CONDITIONS AND STIPULATIONS

### 1. DEFINITION OF TERMS

The following terms when used in this Guarantee mean:

(a) "land": the land described, specifically or by reference, in this Guarantee and improvements affixed thereto which by law constitute real property;

(b) "public records": those records which impart constructive notice of matters relating to said land;

(c) "date": the effective date;

(d) "the Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company;

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

### 2. EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

The Company assumes no liability for loss or damage by reason of the following:

(a) 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.

(b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

(c) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.

(d) Defects, liens, encumbrances, adverse claims against the title as guaranteed or other matters (1) created, suffered, assumed or agreed to by one or more of the Assured; or (2) resulting in no loss to the Assured.

### 3. PROSECUTION OF ACTIONS

(a) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.

(b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company

all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

### 4. NOTICE OF LOSS — LIMITATION OF ACTION

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.

### 5. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

### 6. LIMITATION OF LIABILITY — PAYMENT OF LOSS

(a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of the liability stated within this Guarantee.

(b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorney's fees in litigation carried on by the Assured with the written authorization of the Company.

(c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect,

lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.

(d) All payments under this Guarantee, except for attorney's fees as provided for in paragraph 6(b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for indorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

(e) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.

### 7. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

### 8. GUARANTEE ENTIRE CONTRACT

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee.

No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

### 9. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this Guarantee or to its Home Office, 433 South Spring Street, Los Angeles, California 90054.

10. The fee specified within this Guarantee is the total fee for title search and examination and for this Guarantee.



LITIGATION GUARANTEE

GUARANTEE NO. : SL-148841  
FEE : \$75.00  
EFFECTIVE DATE : JANUARY 24, 1969 AT 7:30 A.M.  
E3A=X41, X42, 46, 47; E4-7,9, 14, 15, 17; E47Z-X1, 25, 29

ASSURED : CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION

LIABILITY : \$1,000.00 - ONE THOUSAND AND NO/100 DOLLARS

VESTEE : OAKLAND SCAVENGER COMPANY, A CALIFORNIA CORPORATION

EXCEPTIONS:

1. GENERAL AND SPECIAL COUNTY AND CITY TAXES FOR THE FISCAL YEAR 1968-69, INCLUDING PERSONAL PROPERTY TAX OF \$3,810.95

LAND VALUATION : \$95,000.00  
IMPROVEMENT VALUATION : \$2,500.00  
1ST INSTALLMENT : \$6,541.60 PAID  
2ND INSTALLMENT : \$6,541.60 PAYABLE  
ACCOUNT NO. : 79A-475-7-5  
CODE AREA NO. : 10001

GENERAL AND SPECIAL COUNTY AND CITY TAXES FOR THE FISCAL YEAR 1968-69,

LAND VALUATION : \$47,500.00  
IMPROVEMENT VALUATION : \$ NONE  
1ST INSTALLMENT : \$2,258.62 PAID  
2ND INSTALLMENT : \$2,258.62 PAYABLE  
ACCOUNT NO. : 79A-475-8-6  
CODE AREA NO. : 10001

SAID MATTER AFFECTS THIS AND OTHER PROPERTY.



2. ANY ADVERSE CLAIM BASED UPON THE ASSERTION THAT ANY PORTION OF SAID LAND WAS NOT TIDE LAND SUBJECT TO DISPOSITION BY THE STATE OF CALIFORNIA, OR THAT ANY PORTION THEREOF HAS CEASED TO BE TIDE LANDS BY REASON OF EROSION OR BY REASON OF HAVING BECOME UPLAND BY ACCRETION.

3. RIGHTS AND EASEMENTS FOR COMMERCE, NAVIGATION AND FISHERY.

4. TERMS, PROVISIONS AND RESERVATIONS CONTAINED IN THE SUBMERGED LANDS ACT OF MAY 22, 1953, CH. 65 "67 STAT. 29, 43 U.S.C.A. 1301".

5. ANY ADVERSE CLAIM BASED UPON THE ASSERTION THAT ANY PORTION OF SAID LAND WAS EXCLUDED FROM SALE BY THE STATE OF CALIFORNIA BY REASON OF THE PROXIMITY THEREOF TO THE CITY OF SAN FRANCISCO OR THE CITY AND COUNTY OF SAN FRANCISCO UNDER PROVISIONS OF THE VARIOUS ACTS PROVIDING FOR THE SALE OF SUCH LANDS OR BASED UPON THE ASSERTION THAT ANY PORTION OF SAID LAND DISPOSED OF AS SWAMP AND OVERFLOWED LANDS WAS COVERED BY NAVIGABLE WATERS AT THE DATE OF DISPOSITION BY THE STATE OF CALIFORNIA.

6. 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  
RECORDED : OCTOBER 20, 1950, IN BOOK 6261, PAGE 406, OFFICIAL  
RECORDS, INSTRUMENT NO. AE/95126  
AFFECTS : THAT PORTION OF SAID LAND LYING WITHIN THE LINES  
OF WEST AVENUE 129 FORMERLY WILLIAMS STREET

7. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,  
IN FAVOR OF: PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA  
CORPORATION  
FOR : ERECTION, MAINTENANCE AND USE OF LINE OF POLES  
AND WIRES FOR TRANSMISSION AND DISTRIBUTION OF  
ELECTRIC ENERGY, TOGETHER WITH A RIGHT OF WAY  
RECORDED : MARCH 27, 1952, IN BOOK 6691, PAGE 317, OFFICIAL  
RECORDS, INSTRUMENT NO. AG/25399  
AFFECTS : A NORTHEASTERLY PORTION OF PREMISES

8. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,  
IN FAVOR OF: CITY OF SAN LEANDRO  
FOR : TO CONSTRUCT, MAINTAIN, AND OPERATE A STORM SEWER  
AND APPURTENANCES  
RECORDED : MARCH 13, 1962, REEL 535, IMAGE 192, OFFICIAL  
RECORDS, INSTRUMENT NO. AT/33194  
AFFECTS : A NORTHERN PORTION OF THAT PORTION OF PREMISES  
LYING EASTERLY OF THE WESTERN LINE OF MULFORD  
GARDENS ADDITION

9. A DEED OF TRUST TO SECURE AN INDEBTEDNESS OF THE AMOUNT STATED  
HEREIN AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF  
DATED : JUNE 2, 1966  
AMOUNT : \$2,650,800.00  
TRUSTOR : OAKLAND SCAVENGER COMPANY, A CALIFORNIA CORPORATION  
TRUSTEE : WESTERN TITLE INSURANCE COMPANY, A CALIFORNIA  
CORPORATION  
BENEFICIARY : BANK OF AMERICA NATIONAL TRUST AND SAVINGS  
ASSOCIATION AND OCCIDENTAL LIFE INSURANCE  
COMPANY OF CALIFORNIA, A CALIFORNIA CORPORATION  
RECORDED : JUNE 8, 1966, ON REEL 1783, IMAGE 154, OFFICIAL  
RECORDS  
INSTRUMENT NO.: AY/70530

AFFECTS A PORTION OF PREMISES AND OTHER PROPERTY ALSO

10. AN ACTION IN THE SUPERIOR COURT,  
COMMENCED : AUGUST 23, 1966  
ENTITLED : CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION,  
PLAINTIFF, VS. OAKLAND SCAVENGER COMPANY,  
INC., A CALIFORNIA CORPORATION, COUNTY OF  
ALAMEDA, A BODY CORPORATE AND POLITICAL,  
DEFENDANTS  
CASE NO. : 362713, ALAMEDA COUNTY  
NATURE OF ACTION: EMINENT DOMAIN PROCEEDINGS TO ACQUIRE FEE  
SIMPLE TITLE FOR PUBLIC PARK PURPOSES AND  
RELATED PUBLIC USES  
AFFECTS : THAT PORTION OF PREMISES LYING WITHIN THE  
FOLLOWING DESCRIBED PROPERTY:

REAL PROPERTY IN THE CITY OF SAN LEANDRO, COUNTY OF ALAMEDA,  
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERN CORNER OF LOT 24, SECTION 33,  
TOWNSHIP 2 SOUTH, RANGE 3 WEST MOUNT DIABLO BASE AND MERIDIAN,  
AS SAID LOT IS SHOWN ON SALE MAP NO. 10 OF SALT MARSH AND TIDELANDS,  
FILED JUNE 9, 1888, IN BOOK 17 OF MAPS, PAGE 30, IN THE OFFICE  
OF THE COUNTY RECORDER OF ALAMEDA COUNTY; THENCE ALONG THE  
SOUTHEASTERN LINE OF THE TERRITORY ANNEXED TO THE CITY OF SAN

LEANDRO BY ORDINANCE NO. 925 N. S. AS SHOWN ON THE MAP FILED MARCH 15, 1954, IN BOOK 32 OF MAPS PAGE 17A, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, NORTH 73° 20' 40" EAST 1900.00 FEET; THENCE SOUTH 3° 30' 40" WEST 1330.00 FEET TO A TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1880.00 FEET AND A CENTRAL ANGLE OF 115°; THENCE ALONG SAID CURVE, SOUTHWESTERLY, SOUTHERLY, SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY 3,773.40 FEET TO A TANGENT LINE; THENCE ALONG SAID TANGENT LINE NORTH 68° 30' 40" EAST 180.00 FEET; THENCE NORTH 61° 00' 40" EAST 520.00 FEET; THENCE NORTH 18° 59' 20" WEST 1675.00 FEET; THENCE NORTH 25° 00' 40" EAST 520 FEET, MORE OR LESS TO THE WESTERN BOUNDARY LINE OF THE RANCHO SAN LEANDRO, THENCE ALONG THE SAID WESTERN BOUNDARY LINE OF THE RANCHO SAN LEANDRO SOUTHWESTERLY AND SOUTHEASTERLY TO THE NORTHEASTERN CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM OAKLAND SCAVENGER COMPANY, A CORPORATION, TO THE CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION, DATED MARCH 12, 1958, AND RECORDED MARCH 20, 1958, IN BOOK 8625, PAGE 1, OFFICIAL RECORDS OF ALAMEDA COUNTY; THENCE ALONG THE NORTHERN LINE OF SAID PARCEL WEST TO THE NORTHEAST CORNER OF LOT 15, SECTION 4, TOWNSHIP, 3 SOUTH, RANGE 3 WEST, MOUNT DIABLO BASE AND MERIDIAN; THENCE ALONG THE NORTHWESTERN LINE OF SAID PARCEL FROM OAKLAND SCAVENGER TO THE CITY OF SAN LEANDRO; SOUTHWESTERLY TO THE SOUTHWESTERN CORNER OF SAID PARCEL; THENCE ALONG THE SOUTHERN LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION TO OAKLAND SCAVENGER COMPANY, DATED JUNE 11, 1948 AND RECORDED JUNE 15, 1948, IN BOOK 5529, PAGE 349, OFFICIAL RECORDS OF ALAMEDA COUNTY WEST TO THE NORTHEASTERN LINE OF THE TERRITORY ANNEXED TO THE CITY OF SAN LEANDRO BY ORDINANCE NO. 976 N. S., AS SHOWN ON THE MAP FILED JULY 29, 1955, IN BOOK 32 OF MAPS, PAGE 94A, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY; THENCE ALONG THE SAID NORTHEASTERN LINE NORTH 21° 48' WEST 3962.06 FEET TO THE POINT OF BEGINNING.

NOTICE OF THE PENDENCY OF SAID ACTION WAS RECORDED: AUGUST 23, 1966, ON REEL 1829, IMAGE 400, OFFICIAL RECORDS, INSTRUMENT NO. AY/100590

11. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES, IN FAVOR OF: T. K. MC MANUS, A MARRIED MAN, NELSON HYDE CHICK, A MARRIED MAN AND JOHN C. GUTLEBEN, A MARRIED MAN  
 FOR RECORDED: CONSTRUCTION AND MAINTENANCE OF A ROADWAY SLOPE  
 MARCH 3, 1967, ON REEL 1924, IMAGE 664, INSTRUMENT NO. AZ/19274  
 AFFECTS: A STRIP OF LAND 20 FEET WIDE, ALONG THE NORTHEASTERN LINE OF PREMISES

12. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,  
IN FAVOR OF: MASSMAN CONSTRUCTION COMPANY, A MISSOURI CORPORATION  
FOR : CONSTRUCTION AND MAINTENANCE OF A ROADWAY SLOPE  
RECORDED : MARCH 3, 1967, ON REEL 1924, IMAGE 666, OFFICIAL  
RECORDS, INSTRUMENT NO. AZ/19275  
AFFECTS : A STRIP OF LAND 20 FEET WIDE, ALONG THE NORTHEASTERN  
LINE OF PREMISES

13. A LIEN FOR THE AMOUNT HEREIN STATED AND ANY OTHER AMOUNTS DUE,  
IN FAVOR OF THE UNITED STATES OF AMERICA, FILED IN THE OFFICE OF  
THE DISTRICT DIRECTOR OF INTERNAL REVENUE  
DISTRICT : SAN FRANCISCO  
FEDERAL SERIAL NO. : 10-7-3230  
TAXPAYER : OAKLAND SCAVENGER CO.  
CLASS OR TYPE OF TAX: 1120  
AMOUNT : \$1,514.93  
DATE FILED : DECEMBER 6, 1967  
RECORDER'S NO. : AZ/125863

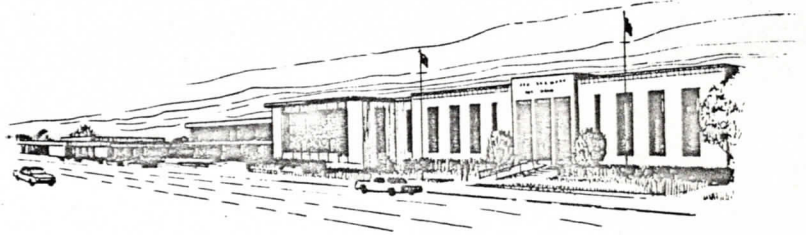
DESCRIPTION:

REAL PROPERTY IN THE CITY OF SAN LEANDRO, COUNTY OF ALAMEDA,  
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERN CORNER OF LOT 24, SECTION 33,  
TOWNSHIP 2 SOUTH RANGE 3 WEST, MOUNT DIABLO BASE AND MERIDIAN,  
AS SAID LOT IS SHOWN ON SALE MAP NO. 10 OF SALT MARSH AND TIDELANDS,  
FILED JUNE 9, 1888 IN BOOK 17 OF MAPS, PAGE 30, IN THE OFFICE  
OF THE COUNTY RECORDER OF ALAMEDA COUNTY; THENCE ALONG THE  
SOUTHEASTERN LINE OF THE TERRITORY ANNEXED TO THE CITY OF SAN  
LEANDRO BY ORDINANCE NO. 925 N.S. AS SHOWN ON THE MAP FILED  
MARCH 15, 1954, IN BOOK 32 OF MAPS, PAGE 17A, IN THE OFFICE  
OF THE COUNTY RECORDER OF ALAMEDA COUNTY, NORTH 73° 20' 40"  
EAST 1900.00 FEET; THENCE SOUTH 3° 30' 40" WEST 1330.00 FEET  
TO A TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS  
OF 1880.00 FEET AND A CENTRAL ANGLE OF 115°; THENCE ALONG SAID  
CURVE, SOUTHWESTERLY, SOUTHERLY, SOUTHEASTERLY, EASTERLY AND  
NORTHEASTERLY 3773.40 FEET TO A TANGENT LINE; THENCE ALONG  
SAID TANGENT LINE NORTH 68° 30' 40" EAST 180.00 FEET; THENCE  
NORTH 61° 00' 40" EAST 520.00 FEET; THENCE NORTH 18° 59' 20"  
WEST 1675.00 FEET; THENCE NORTH 25° 00' 40" EAST 520 FEET,  
MORE OR LESS, TO THE MOST NORTHWESTERN CORNER OF THE TRACT  
OF LAND DESCRIBED IN THE QUITCLAIM DEED FROM OAKLAND SCAVENGER  
COMPANY, A CALIFORNIA CORPORATION, TO SEQUOYAH LAND ASSOCIATES,  
A CALIFORNIA CORPORATION, DATED FEBRUARY 8, 1960, RECORDED  
MAY 2, 1960, ON REEL 37, IMAGE 758, INSTRUMENT NO. AR/24411,  
ALAMEDA COUNTY RECORDS; THENCE ALONG THE GENERAL WESTERN LINE  
OF SAID TRACT OF LAND SOUTH 4° 19' 30" WEST 727.96 FEET TO  
THE MOST WESTERN CORNER THEREOF, SAID LAST CORNER BEING AT  
A POINT ON THE GENERAL EASTERN LINE OF THE TRACT OF LAND DESCRIBED  
IN THE QUITCLAIM DEED FROM SARAH C. MENDONCA AND SEQUOYAH  
LAND ASSOCIATES, A CALIFORNIA CORPORATION, TO OAKLAND SCAVENGER  
COMPANY, A CALIFORNIA CORPORATION, DATED FEBRUARY 8, 1960,  
RECORDED MARCH 2, 1960, ON REEL 37, IMAGE 764, INSTRUMENT NO.  
AR/24409, ALAMEDA COUNTY RECORDS, SAID LAST POINT ALSO BEING  
AT A POINT ON THE NORTHERN LINE OF THE TRACT OF LAND DESCRIBED  
IN THE DEED FROM OAKLAND SCAVENGER COMPANY A CALIFORNIA CORPORATION,  
TO T. K. MC MANUS, ET AL, DATED FEBRUARY 19, 1963, RECORDED  
FEBRUARY 27, 1963, ON REEL 811, IMAGE 323, INSTRUMENT NO. AU/34393,  
ALAMEDA COUNTY RECORDS, DISTANT THEREON NORTH 82° 32' 45" WEST  
305.08 FEET FROM THE TERMINUS OF THE PRECEDING COURSE THEREIN  
DESCRIBED AS NORTH 10° 38' WEST 201.31 FEET; THENCE SOUTH 24°  
10' 40" EAST 1261.56 FEET TO THE SOUTHWESTERN CORNER OF THE  
TRACT OF LAND DESCRIBED IN THE QUITCLAIM DEED FROM OAKLAND  
SCAVENGER COMPANY, A CALIFORNIA CORPORATION, TO SARAH C. MENDONCA,  
A WIDOW, DATED FEBRUARY 8, 1960, RECORDED MARCH 2, 1960, ON  
REEL 37, IMAGE 754, INSTRUMENT NO. AR/24410, ALAMEDA COUNTY  
RECORDS, SAID LAST CORNER BEING AT THE NORTHEASTERN CORNER  
OF THE TRACT OF LAND DESCRIBED IN THE QUITCLAIM DEED FROM ROBERT  
C. JOUGHIN AND JANET M. JOUGHIN, HIS WIFE, TO OAKLAND SCAVENGER

COMPANY, A CALIFORNIA CORPORATION, DATED MARCH 13, 1962, RECORDED MARCH 13, 1962, ON REEL 535, IMAGE 196, INSTRUMENT NO. AT/33195, ALAMEDA COUNTY RECORDS; THENCE ALONG THE EASTERN LINE OF SAID TRACT OF LAND LAST REFERRED TO, SOUTH 10° 38' EAST 91.55 FEET, MORE OR LESS, TO A POINT ON THE SOUTHEASTERN LINE OF LOT 1, AS SAID LOT IS SHOWN ON THE MAP OF "MULFORD GARDENS ADDITION", ETC., FILED FEBRUARY 1, 1928, IN BOOK 7 OF MAPS, PAGE 55, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY; THENCE ALONG THE LAST NAMED LINE, SOUTH 62° 30' WEST 45.12 FEET, MORE OR LESS, TO THE INTERSECTION WITH A LINE DRAWN NORTH 9° 55' 05" WEST FROM A POINT ON THE CENTER LINE OF MARINA BLVD., FORMERLY WEST AVENUE 132, FORMERLY FIRST AVENUE, DISTANT THEREON SOUTH 62° 21' 55" WEST 306.94 FEET FROM THE CENTER LINE OF NEPTUNE DRIVE, FORMERLY BAY STREET, AS SAID AVENUE AND STREET ARE SHOWN ON SAID MAP LAST REFERRED TO; THENCE ALONG SAID LINE SO DRAWN, SOUTH 9° 55' 05" EAST 394.35 FEET MORE OR LESS, TO THE NORTHERN LINE, PRODUCED EASTERLY, OF LOT 15, IN SECTION 4, TOWNSHIP 3 SOUTH RANGE 3 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS SAID LOT 15, IS SHOWN ON SALE MAP NO. 10 OF SALT MARSH AND TIDELANDS, FILED JUNE 9, 1888, IN BOOK 17 OF MAPS PAGE 30, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY; THENCE ALONG SAID LINE SO PRODUCED, WEST TO THE NORTHEASTERN CORNER OF SAID LOT 15; THENCE IN A DIRECT LINE SOUTHWESTERLY TO THE SOUTHWESTERN CORNER OF THE TRACT OF LAND DESCRIBED IN THE DEED FROM OAKLAND SCAVENGER COMPANY, A CORPORATION, TO CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION, DATED MARCH 12, 1958, RECORDED MARCH 20, 1958, IN BOOK 8625 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 1, INSTRUMENT NO. AP/28084, SAID LAST CORNER BEING AT A POINT ON A LINE DRAWN WEST FROM SAID POINT ON MARINA BLVD., ABOVE REFERRED TO; THENCE CONTINUING ALONG SAID LINE SO DRAWN, BEING ON THE SOUTHERN LINE OF THE TRACT OF LAND DESCRIBED IN THE DEED FROM BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION TO OAKLAND SCAVENGER COMPANY, A CORPORATION, DATED JUNE 11, 1948, RECORDED JUNE 15, 1948, IN BOOK 5529 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 349, INSTRUMENT NO. AC/47266, WEST 2834.07 FEET TO THE NORTHEASTERN LINE OF THE TERRITORY ANNEXED TO THE CITY OF SAN LEANDRO BY ORDINANCE NO. 976 N. S. AS SHOWN ON THE MAP FILED JULY 29, 1955, IN BOOK 32 OF MAPS, PAGE 94A, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY; THENCE ALONG SAID LAST NAMED LINE NORTH 21° 48' WEST 3962.06 FEET TO THE POINT OF BEGINNING.

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



Office of City Clerk 415-638-4100

July 3, 1972

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 improvements thereon.

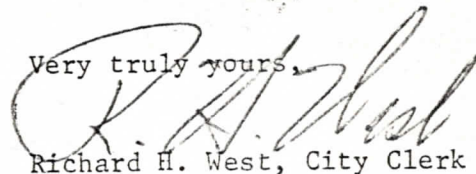
Title was taken by Deed from ATC Building Company and the  
Redevelopment Agency of the City of San Leandro  
recorded in the Official Records of the County of Alameda under the  
County Recorder's Serial No. 72-78931, RE: 3155 IM: 311 & 312  
on June 13, 1972, 19    .

It is requested that your Honorable Board will:

1.  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, City Clerk

RHW/mj