RECORDING REQUESTED BY TITLE INSURANCE & TRUS ESCROW NO.SL236400

AND WHEN RECORDED MAIL TO

THE REDEVELOPMENT AGENCY OF-THE CITY OF SAN LEANDRO CITY MANAGERS OFFICE 835 E. 14TH ST. SAN LEANDRO, CALIF. 94577

75- 98650

RE:4033 IM:432 (3

Firm Name

RECORDED at REQUEST OF Title Insurance & Trust Co. At 10:30 A.M.

JUL 1 5 1975 OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA RENE C. DAVIDSON

COUNTY RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE -

Signature of Declarant or Agent determining tax.

ENCUMBRANCES REMAINING AT TIME OF SALE.

MAIL TAX STATEMENTS TO

Name

SAME AS ABOVE

Grant Deed

TO 405.1 CA (1-70)

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

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

Jeffrey W. Kerry and Dolores J. Kerry, Marvin R. Amaral and Lynn M. Amaral

hereby GRANT(S) to REDEVELOPMENT AGENCY OF THE CITY OF SAN LEANDRO, a governmental agency,

agency,

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

(X) COMPUTED ON FULL VALUE OF PROPERTY, OR

() COMPUTED ON FULL VALUE LESS VALUE OF
LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE.

() State of California:

UNINCORPORATED AREA: (X) CITY OF ALE.

() CITY OF ALE. the following described real property in the County of Alameda Portions of Lots "M" and "N" in Block 3 of the town of San Leandro,

according to the map thereof, filed June 14, 1870 in Book 2 of maps, pages 43, in the office of the County recorder of Alameda County, described as follows:

Parcel 1:

Beginning a a point of intersection of the Northwestern line of Hepburn Street with the Northeastern line of Hays street, as said streets are shown on the map herein referred to; running thence Northeasterly, along said line of Hepburn street, 50 feet; thence at right angles northwesterly 75 feet; thence at right angles southwesterly 50 feet to said line of street; thence southeasterly along the last named line, 75 feet to the point of beginning. Parcel

Beginning at a point on the northwestern line of Hepburn Street, distant thereon northeasterly 50 feet from the northwestern line of Hays street, as said streets are shown on said map; running thence northeasterly along said line of Hepburn Street 75 feet; thence at right angles northwesterly 75 feet; thence at right angles southwesterly 75 feet; thence at right angles southeasterly 75 feet to the point of beginning.

Parcel 75-3-8-3

JULY 2, 1975

STATE OF CALIFORNIA COUNTY OF Alameda

On July 7, 1975 _ before me, the undersigned, a Notary Public in and for said State, personally appeared

Jeffrey W. Kerry, Dolores J. Kerry, Marvin R. Amaral, Lynn M. Amaral

to be the person S whose name S are subscribed to the within

instrument and acknowledged that they WITNESS my hand and official seal.

Ruth J. Holder

Name (Typed or Printed)

Dolores

R. Amara1 Marvin

Amara1

OFFICIAL SEAL RUTH J. HOLDER NOTARY PUBLIC CALIFORNIA ALAMEDA COUNTY May Commission Expires Get. 18, 1975 AARIRDDRALLESSANARIGE BERKELLE PRAKERAKAKAKAKAKAKAKAKAKAKA

(This area for official notarial seal)

Title Order No.

Escrow or Loan No.



GRANT DEED



Title Insurance and Trust Company

COMPLETE STATEWIDE TITLE SERVICE WITH ONE LOCAL CALL GRANT DEED



Title Insurance and Trust Company

COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL



75- 98653

This is to certify that the interest in real property conveyed by the deed or grant dated __July 2, 1975

from Jeffrey W. Kerry, Dolores J. Kerry, Marvin R. Amaral & Lynn M. Amaral

to the Redevelopment Agency of the City of San Leandro, a governmental agency, is hereby accepted by the undersigned officer on behalf of the Redevelopment Agency of the City of San Leandro pursuant to authority conferred by Resolution No. 69-1 of the Redevelopment Agency of the City of San Leandro adopted on January 13, 1969, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: July 11, 1975

W. R. Rugg

Secretary



July 2, 1975

Jeffrey W. Kerry, Dolores J. Kerry, Marvin R. Amaral & Lynn M. Yaaral

July 11, 1975

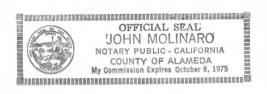
05



<u>O P T I O N</u>

In consideration of
THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, I HEREBY GIVE TO
City of San Leandro, a Municipal Corporation HEREINAFTER REFERRED
TO AS OPTIONEE, THE OPTION OF BUYING, FOR THE FULL PRICE OF _ONE_HUNDRED_SIXTY
THOUSAND AND NO/100(\$160,000.00) DOLLARS,
THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN THE CITY OF San Leandro
COUNTY OFAlameda, STATE OF CALIFORNIA, AND MORE PARTICULARLY
DESCRIBED AS FOLLOWS, TO WIT:
OPTIONEE SHALL HAVE THE RIGHT TO CLOSE THIS APPLICATION AT ANY TIME WITHIN
30 days FROM DATE HEREOF, AND I AGREE TO EXECUTE AND DELIVER TO
OPTIONEE, OR TO ANY ONE NAMED BY OPTIONEE, A GOOD AND SUFFICIENT GRANT DEED. ON
EXECUTION OF SAID DEED I AM TO BE PAID THE FURTHER SUM OF ONE HUNDRED FIFTY NINE
THOUSAND NINE HUNDRED NONETY NO/100 (\$ 159,990.00) DOLLARS, IN FULL PAYMENT
OF THE PURCHASE PRICE OF SAID REAL PROPERTY: BUT IF SAID OPTION IS NOT CLOSED
WITHIN 30 days FROM DATE HEREOF, I AM TO RETAIN THE SAID SUM OF
TEN AND NO/100(\$ 10.00) DOLLARS, SO PAID AS AFORESAID, AS LIQUIDATED
DAMAGES. IF SAID OPTION IS CLOSED WITH THE SAID 30 days
AMOUNT PAID AS AFORESAID IS TO BE APPLIED TOWARDS THE PURCHASE PRICE. TIME IS
OF THE ESSENCE OF THIS CONTRACT.
DATED THIS 21st DAY OF May 19 75
Lynn M. amaral.
Daloes Jalessy
State of California) County of Alameda) ss
On this 22nd. day of May 19 75, before me, the undersigned Notary Public, personally appeared JEFFREY/KERRY AND DOLORES/KERRY
Known to me to be the person described in and whose name s are subscribed to and who executed the within instrument and acknowledged to me that they executed the same. Notary Public in and for said County and State

JOHN MOLINARO



The second secon THE PROPERTY OF THE PROPERTY OF THE PROPERTY PROPERTY FOR THE PROPERTY THE CONTRACTOR OF THE PROPERTY TAKEN OCTUBER NEW TOWNS OF THE STREET

JULY HOLLING

Portions of Lots "M" and "N" in Block 3 of the Town of San Leandro, according to the map thereof, filed June 14, 1870 in Book 2 of maps, Page 43, in the Office of the County Recorder of Alameda County, described as follows:

Parcel 1:

Beginning at a point of intersection of the northwestern line of Hepburn Street with the northeastern line of Hays Street, as said streets are shown on the map herein referred to; running thence northeasterly, along said line of Hepburn Street, 50 feet; thence at right angles northwesterly 75 feet; thence at right angles southwesterly 50 feet to said line of Hays Street; thence southeasterly along the last named line, 75 feet to the point of beginning.

Parcel 2:

Beginning at a point on the northwestern line of Hepburn Street, distant thereon northeasterly 50 feet from the northeastern line of Hays Street, as said streets are shown on said map; running thence northeasterly along said line of Hepburn Street 75 feet; thence at right angles northwesterly 75 feet; thence at right angles southwesterly 75 feet; thence at right angles southwesterly 75 feet to the point of beginning.

STATE OF CALIFORNIA	\
County of Alameda	
On this 22nd day of	May in the year one thousand nine hundred and Seventy-Five
before me, Frances M. St	ubler , a Notary Public in and for the
	County ofAlameda, State of California, residing therein,
	duly commissioned and sworn, personally appeared Marvin R. Amaral and Lynn M. Amaral
OFFICIAL SEAL FRANCES M. STUBLER NOTARY PUBLIC - CALIFORNIA COUNTY OF ALAMEDA My Commission Expires Jan. 14, 1979	known to me to be the person. S. whose name S. are subscribed to the within instrument and acknowledged to me that the Y-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.

Notary Public in and for the

Alameda

1 - 14 - 79

.County of ...

State of California, My Commission Expires....

CITY OF SAN LEANDR?

INTEROFFICE MEMO

TO	Richard West, City Clerk October 22, 1976				
FROM	Dan Sullivan				
SUBJECT	Title Insurance Policy - Amaral/Kerry Property				
	(1380 - 98 Hays Street)				
	Attached is subject policy (duplicate original). Please file				
-	with deed to property acquired by Redevelopment Agency.				
	Title Insurance and Trust said they mailed original policy				
	November 26, 1975 to City c/o Mapping Department (?). I've				
	checked with Public Works, City Attorney and City Manager,				
	none of which have original; so handle attached with care.				
	Thanks				
	Dan Sullivan, Associate Planner				
	Community Development Office				
	DS/cd				
	Attachment RECEIVED CITY OF SAN LEANDRO				
	OCT 2 2 1976				
	RICHARD H. WEST				
Autorianistanistanistanistanistanista					

TITL OF SAM LIANDE

The state of the state of

Garage 1976

Michard West, Chry Clerk San Sulliver

Thele Instrumes Folicy - Amenni/Kerry Property

(1150 - 59 Asys Street)

Autaches is subject policy (duplicate original). Please file with deal to property adquired by Pedevelopment Agency.

Movember 16, 1975 to City c/o Mapping Department (?). I've checked with Public Works, City Attorney and City Manager, none of Which Lave original; so handle attached with care.

Thanks)

Dan Spilivan, Associate Elanner Community Development Office

Daled

Attachment

RECEIVED CITY OF SAN LEANDRO

00,1 23 1976

RICHARD H WEST





P.O. Box 2069 Oakland, California 94604

OCTOBER 20, 1976

	Y OF SAN LEANDRO	OPDER N	
835	MUNITY DEVELOPMENT OFFICE EAST 14TH STREET	ORDER No. LOAN No.	SL-236400
SAN	LEANDRO, CA. 94577	REFERENCE	REDEVELOPMENT AGENCY OF THE CITY OF
	ENTION: DAN SULLIVAN connection with the above transaction, we enclose:		SAN LEANDRO
XX	Policy of Title Insurance ALTA DUPL	ICATE ORIGINAL AND	COPY
	Escrow closing statement		
	Our Check # in the amount of	f \$	
	Deed from		1380-98 Hays S
	Deed of Trust executed by		
	Original Note for \$ made b	ру	
	Fire Policy # issued by Amount \$ Expiration date.		
	Copy of recorded document which you requeste	ed	
	Receipted tax bill		
	Covenants, Conditions and Restrictions		
Any	recorded documents to which you are entitled w	ill be forwarded.	
Tha	ank you for giving us the opportunity of serving	you.	
	Title	Insurance and Trust Comp	any
	BY_	LOUISE FRASER/AT	







DEVEL AND LEVEL

OCTOBER 20, 1976

CITY OF SAN LEANDRO
COMMUNITY DEVELOPMENT OFFICE
835 EAST 14TH STREET
SAN LEANDRO, CA. 94577

OLDER No. SL-236400

REFERENCE REDEVI

REDEVELOPMENT AGENCY OF THE CITY OF SAN LEANDRO

ATTENTION: DAN SULLIVAN

XX POLA CONTROL DE CARA XX DUPLICATE ORIGINAL AND COPY

	betrevial gire world	
	Do lat Contraction thy	
vrt alvent		
cat which you requered		
	Receipted tes bill	

Any requeled decore wis to mine, you are entitled all be forwarded.

Theat you be giving us the opportunity of our lon you

Trust Company

LOUISE FRASER/AT

THIS POLIC A DUPLICATE ORIGINAL AI OADDITIONAL LIABILITY IS ASSUMED HEREUNDER.





A TICOR COMPANY

Policy of Title Insurance

SUBJECT TO SCHEDULE B AND THE CONDITIONS AND STIPULATIONS HEREOF, TITLE INSURANCE AND TRUST COMPANY, a California corporation, herein called the Company, insures the insured, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by said insured by reason of:

- 1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
- Any defect in or lien or encumbrance on such title;
- 3. Unmarketability of such title; or
- 4. Any lack of the ordinary right of an abutting owner for access to at least one physically open street or highway if the land, in fact, abuts upon one or more such streets or highways;

and in addition, as to an insured lender only;

- 5. Invalidity of the lien of the insured mortgage upon said estate or interest except to the extent that such invalidity, or claim thereof, arises out of the transaction evidenced by the insured mortgage and is based upon
- a. usury, or
- any consumer credit protection or truth in lending law;
- 6. Priority of any lien or encumbrance over the lien of the insured mortgage, said mortgage being shown in Schedule B in the order of its priority; or
- 7. Invalidity of any assignment of the insured mortgage, provided such assignment is shown in Schedule B.

Title Insurance and Trust Company

President

7

Secretary

Conditions and Stipulations

Definition of Terms

The following terms when used in this policy mean:

': the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors. The term "insured" also includes (i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of such indebtedness (reserving, however, all rights and defenses as to any such successor who acquires the indebtedness by operation of law as described in the first sentence of this subparagraph (a) that the Company would have had against the successor's transferor), and further includes (ii) any governmental agency or instrumentality which is an insurer or guarantor under an insurance contract or guar anty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not, and (iii) the parties designated in paragraph 2(a) of these Conditions and Stipulations.

(b.) "insured claimant": an insured claiming loss or damage here-

(c.) "insured lender": the owner of an insured mortgage.
(d.) "insured mortgage": a mortgage shown in Schedule B, the owner of which is named as an insured in Schedule A.
(e.) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any

public records.

(f.) "land": the land described specifically or by reference in Schedule C, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any area excluded by Paragraph No. 6 of Part I of Schedule B of this Policy.
(g.) "mortgage": mortgage, deed of trust, trust deed, or other

security instrument.
(h.) "public records": those records which by law impart constructive notice of matters relating to the land.

2. (a.) Continuation of Insurance after Acquisition of Title by

If this policy insures the owner of the indebtedness secured by the insured mortgage, this policy shall continue in force as of Date of Policy in favor of such insured who acquires all or any part of said estate or interest in the land described in Schedule C by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage, and if such insured is a corporation, its transferee of the estate or interest so acquired, provided the transferee is the parent or wholly owned subsidiary of such insured; and in favor of any governmental agency or instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage. After any such acquisition the amount of insurance hereunder, exclusive of costs, attorneys' fees and expenses which the Company may be obligated to pay, shall not exceed the least of:

the amount of insurance stated in Schedule A; (ii) the amount of the unpaid principal of the indebtedness plus interest thereon, as determined under paragraph 6(a)(iii) hereof, expenses of foreclosure and amounts advanced to protect the lien of the insured mortgage and secured by said insured mortgage at the time of acquisition of such estate or interest in the land; or (iii) the amount paid by any governmental agency or instrumentality, if such agency or instrumentality is the insured claimant, in acquisition of such estate or interest in satisfaction of its insur-

ance contract or guaranty.

(b.) Continuation of Insurance After Conveyance of Title

The coverage of this policy shall continue in force as of Date of Policy, in favor of an insured so long as such insured retains an estate or interest in the land, or owns an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

Defense and Prosecution of Actions - Notice of Claim to be Given by an Insured Claimant

(a.) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in litigation to the extent that such litigation involves an alleged defect, lien, encumbrance or other matter insured against by this policy.

(b.) The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in (a) above, (ii) in case knowledge

shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c.) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured; and the Company may take any appropriate action, whether or not it shall be liable under the terms of this policy, and shall not thereby concede liability or waive any pro-

vision of this policy. (d.) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order

(e.) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company, at the Company's expense, all reasonable aid (1) in any such action or proceeding in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and (2) in any other act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, including but not limited to executing corrective or other documents.

Proof of Loss or Damage - Limitation of Action

In addition to the notices required under Paragraph 3(b) of these Conditions and Stipulations, a proof of loss or damage, signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain or determine the facts giving rise to such loss or damage. Such proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage, and, when appropriate, state the basis of calculating the amount of such loss or damage.

Should such proof of loss or damage fail to state facts sufficient to enable the Company to determine its liability hereunder, insured claimant, at the written request of Company, shall furnish such additional information as may reasonably be necessary to make such determination.

No right of action shall accrue to insured claimant until 30 days after such proof of loss or damage shall have been furnished.

Failure to furnish such proof of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

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

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against, or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment by the insured claimant and authorized by the Company. In case loss or damage is claimed under this policy by the owner of the indebtedness secured by the insured mortgage, the Company shall have the further option to purchase such indebtedness for the amount owing thereon together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay. If the Company offers the Company is obligated hereunder to pay. If the Company offers to purchase said indebtedness as herein provided, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage and any collateral securing the same to the Company upon payment therefor as herein provided. Upon such offer being made by the Company, all liability and obligations of the Company hereunder to the owner of the indebtedness secured by said insured. under to the owner of the indebtedness secured by said insured

Schedule A

No.	Date of Policy:
SL-236400	JULY 15, 1975, AT 10:30 A.M.
Amount of Insurance:	Premium
\$160,000.00	\$557.50
SL-3, 15 AND 24	

REDEVELOPMENT AGENCY OF THE CITY OF SAN LEANDRO, A GOVERNMENTAL AGENCY

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

REDEVELOPMENT AGENCY OF THE CITY OF SAN LEANDRO, A GOVERNMENTAL AGENCY

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

^{1.} Name of Insured:

C. Got-

st-236400 160,000.00 5L-3, 15 AMD 24

JULY 15, 1975, AT 10:30 A.M.

557.50

REDEVOLUPMENT AGENCY OF THE CITY OF SAN LEANDRO, A GOVERNMENTAL AGENCY

REDEVELOPMENT AGENCY OF THE CITY OF SAN LEANINGS, AAGOVERNMENTAL AGENCY

This policy does not insure against loss or damage, nor against costs, attorneys' fees or expenses, any or all of which arise by reason of the following:

Part I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

- 2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
- 6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule C, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.
- 7. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
- 8. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records.
- 9. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not shown by the public records and not otherwise excluded from coverage but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had been a purchaser or encumbrancer for value without knowledge.

Schedule B

This policy does not insure against loss or demage, nor against costs, intromeys, fees or expenses, any or all of which arise by reason of the following:

Part I

1. Taxes or association is which are not shown as existing tiens by the records of any taxing authority that levies taxes or essessments on east property or by the public records.

Proceedings by a public against which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such against or by the pathic records.

- Any facts, rights, inferests or obtains which are not shown by the public records but which could be excertained by an inspection
 of the land or by making inquery of persons in possession thereof.
- 3. Easements, liens or encumbrances, or alsims thereof, which are not shown by the public records.
- 4. Distrepuncies, conflicts an boundary times, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- (a) Unpatented mining claims; (b) reservations of exceptions in patents of in Acts returnations the issuence thereof; (c) water
 rights, claims or title to water.
- 6. Any right, title, into accounts a fastered in fand beyond the lines of the area specifically described or referred to in Schedule Continued and the property of the second to which the antique of high of an election of an election of a purple o
- 2. Any law, ordinance or governmental regulation (including but not limited to building and coning ordinances) restricting or including or prohibiting the ancupants, true or enjoyment of the land, or regulating the character, depending or location of any improvement now or have after erected on the land, or probinging a separation in ownership or a reduction in the dimensions or assault the lend, or the effect of any violation of any such law, or there are governmental regulation.
- Nagire, of eminant demain or governmental right; of poince power radius notice of the exercise of such rights appears in the public records.
- 3. Pelodes here, encumbrances, edverse claims, or other metters (a) created, suffered, assumed or agreed to by the insured claimant (b) and (b) and sticking by the public records and not otherwise exchange from coverage but known to the insured claimant sinhs at Data of Solicy or at the date such slamment acquired an estate or interest insured by this policy or acquired the insured mortgage and not die sload for acting by the insured claimant to the Company prior to the date such insured claimant because at manade hypomolest, (c) resulting in no loss or illamage to the insured claimant; (d) attaching or created subsequent to their of folicy, or (s) resulting in loss or damage which would not have been sustained if the insured claimant had been a parcheter or enginetrancer for value in thous knowledge.

Schedule B (Continued)

Part II

1. GENERAL AND SPECIAL COUNTY AND CITY TAXES FOR THE FISCAL YEAR 1975-76, A LIEN NOT YET DUE OR PAYABLE.

2. ASSESSMENT NO.

: 31

FOR

: PLAZA PARKING DISTRICT #1

ANNUAL INSTALLMENTS

: 20

BECAME A LIEN

: NOVEMBER 12, 1969

ORIGINAL AMOUNT

: \$12,366.40

INCLUDED WITH COUNTY TAXES

1. GENERAL AND SPECIAL COUNTY AND CITY TAXES FOR THE FISCAL YEAR 1975-76, A LIEN NOT YET DUE OR PAYABLE.

p. Asseggiant 40.

INCLUDED WITH COURTY TAXES

MOVEMBER 12, 1983 MO2,356.40

TO 1866 C (7-75) American Land Title Association Loan Policy-1970 with ALTA Endorsement Form 1 Coverage or American Land Title Association Owner's Policy Form B-1970 or California La

Association Standard Coverage Policy—1973

Schedule C

The land referred to herein is described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

SHE EXPIRIT A ATTACHED MERETO AND MADE A PART HEREOF.

EXHIBIT "A"

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

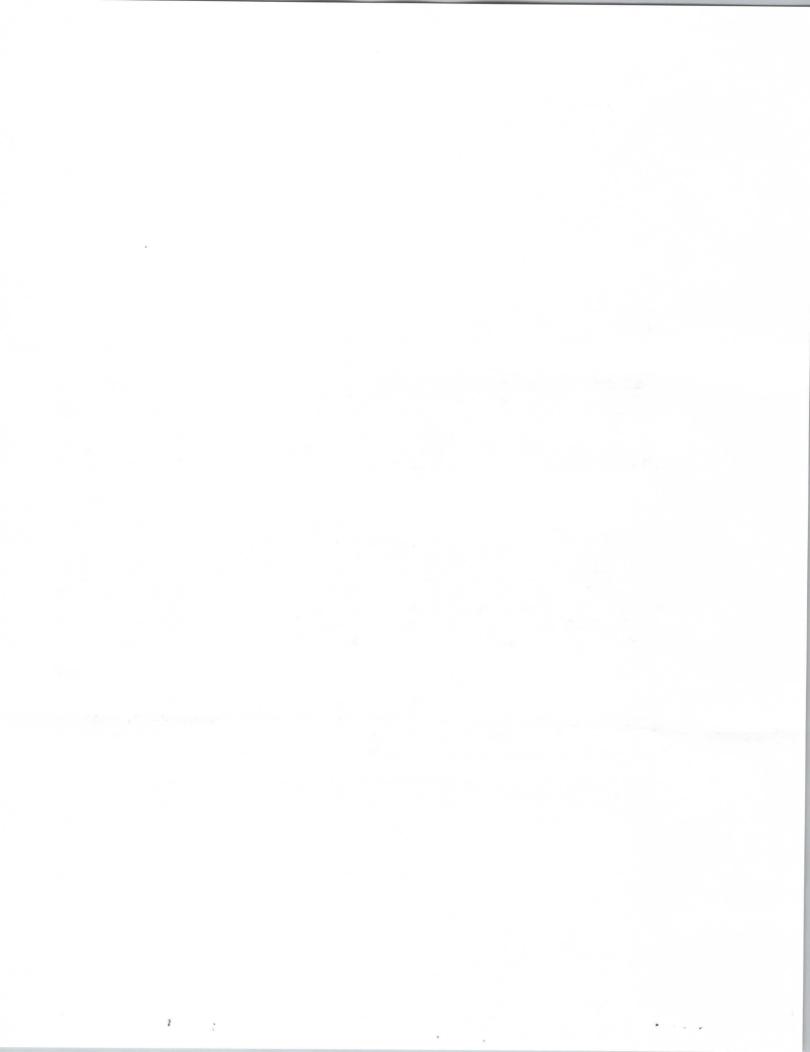
PORTIONS OF LOTS "M" AND "N" IN BLOCK 3 OF THE TOWN OF SAN LEANDRO, ACCORDING TO THE MAP THEREOF, FILED JUNE 14, 1870 IN BOOK 2 OF MAPS, PAGE 43, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING AT A POINT OF INTERSECTION OF THE NORTHWESTERN LINE OF HEPBURN STREET WITH THE NORTHEASTERN LINE OF HAYS STREET, AS SAID STREETS ARE SHOWN ON THE MAP HEREIN REFERRED TO; RUNNING THENCE NORTHEASTERLY, ALONG SAID LINE OF HEPBURN STREET, 50 FEET; THENCE AT RIGHT ANGLES NORTHWESTERLY 75 FEET; THENCE AT RIGHT ANGLES SOUTHWESTERLY 50 FEET TO SAID LINE OF HAYS STREET; THENCE SOUTHEASTERLY ALONG THE LAST NAMED LINE, 75 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT A POINT ON THE NORTHWESTERN LINE OF HEPBURN STREET, DISTANT THEREON NORTHEASTERLY 50 FEET FROM THE NORTHEASTERN LINE OF HAYS STREET, AS SAID STREETS ARE SHOWN ON SAID MAP; RUNNING THENCE NORTHEASTERLY ALONG SAID LINE OF HEPBURN STREET 75 FEET; THENCE AT RIGHT ANGLES NORTHWESTERLY 75 FEET; THENCE AT RIGHT ANGLES SOUTHEASTERLY 75 FEET; THENCE AT RIGHT ANGLES SOUTHEASTERLY 75 FEET TO THE POINT OF BEGINNING.



CITY OF SAN LEANDRO

INTEROFFICE MEMO

0	R. West, City Clerk July 16, 1975
ROM	W. R. Rugg, Community Development Director Redevelopment Agency Property Acquisition:
UBJECT	1380-98 Hays Street - Assessor's Parcel No. 75-3-8-3
	The Redevelopment Agency acquired the subject property July 15, 1975, from
	A & K Properties. PLease request the County to cancel property taxes effective
	said date. Please advise when this has been accomplished.
	Thanks.
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	till.
	W. R. Rugg, Director Community Development Office
	DS:WRR:sd
	cc: J. Arch
	R. Ward
R	ECEIVED
	JUL 1 8 1975
RIC	CHARD H. WEST

TITY OF SAN LEANDER

BATTER OFFICE WEIGHT

R. West, City Clerk

July 16, 1975

M. R. Rugg, Community Development Director Redevelopment Agency Property Acquisition: 1380-98 Mays Street - Assessor's Parcel No. 75-3-8-3

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said date. Please advise when this has been accomplished.

Thanks.

w. P. Rugg, Director Community Development Office

DS:WKK:SQ

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RICHARD H. WEST

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



Office of City Clerk 415-638-4100

22 August 1975

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

Subject: Tax Cancellation

Gentlemen:

The Redevelopment Agency 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 Jeffrey W. Kerry & Dolores J. Kerry; Marvan R. Amaral and Lynn M. Amaral recorded in the Official Records of the County of Alameda under the County Recorder's Serial No. 75-98653 , RE: 4033 IM: 432, 433 on 15 July , 1975 . It is requested that your Honorable Board will: 1. (X) Cancel taxes on the above property. made by 2. () Accept the attached Check No. 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 Redevelopment Agency 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,

CICHOIC II. Ucst

Richard H. West, City Clerk



IMAGE Approved as to Form
RICHARD 1. MOORE, County Counsel

On motion of Supervisor	Seconded by Supervisor	
-d assessed by the following vote		
Ayes: Supervisors		
Voes: Supervisors		
Ayes: Supervisors Noes: Supervisors Excused or Absent: Supervisors	*	169063
THE FOLLOWING RESOLUTION WAS ADOPTED:	CANCEL TAXES	NUMBER
WHEREAS, certain real property situof Alameda, State of California, and mor	aate in the City of San Lean e particularly described under	dro , County r the following account number(s):
77A-745-14-4 ALL (1975-76) 77A-745-14-6 ALL (1975-76) 77A-745-31-1 ALL (1975-76) 77A-745-25 ALL (1975-76) 77A-745-21-2 WOP N.V. (1975-76)	77A-745-20 WOP N. 75-3-8-3 ALL (1975	V. (1975–76) –76)

WHEREAS, after the time said taxes or assessments and penalties and costs thereon became a lien on said real property, it was acquired by the City of San Leandro as shown on that/those certain deed(s) duly recorded in

the office of the Recorder of Alameda County, and because of such public ownership is not subject to sale for delinquent taxes; and

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

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

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

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

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

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

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

RECEIVED CITY OF SAN LEANDRO

OCT 11 1976

RICHARD H. WEST

RICHARD J. MOORE

County Counsel for the County of Alameda, State of California

T. J. FENNONE

By Deputy County Counsel for the County of Alameda, State of California



169063

RESOLUTION NO. CANCEL TAXES PAGE 2

CONSENT OF THE CITY ATTORNEY OF THE CITY OF SAN LEANDRO COUNTY OF ALAMEDA, STATE OF CALIFORNIA

The City Attorney, of the above-named city, hereby consents to the cancellation by the Auditor-Controller of the County of Alameda, State of California, of the tax, penalties and interest, except for special assessments, in the amounts specified against the above-described property.

GLENN A. FORBES

City Attorney in and for the City of San Leandro County of Alameda, State of California

LOTE BY THAT THE FORESCING IS A COR-

COUNTY, CALIFORNIA OCT 0 5 1976

ATTEST: OCT 0 5 1976

JACK K, FOOL, CLERK OF THE BOARD OF SUPERVISORS

S, Settencourt



TITY OF SAN LEANDRO

INTEROFFICE MEMO

	W. R. Rugg - Community Development Director DATE 22 October 1976
ом	R. H. West - City Clerk
IECT	1380, 1392, 1398 Hays Street - Kerry/Amaral Property
	I am attaching for your files, a copy of Board of Supervisors Resolution
	No. 169063, cancelling taxes on the above captioned property. Interesting
	that it should have taken almost 14 months to reach this office.
	E. H. West
	R. H. West
	City Clerk
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PREMOTER MA

W. H. Carry - Consumity Pevalopment Director

22 October 1976

M. M. Went - City Clerk

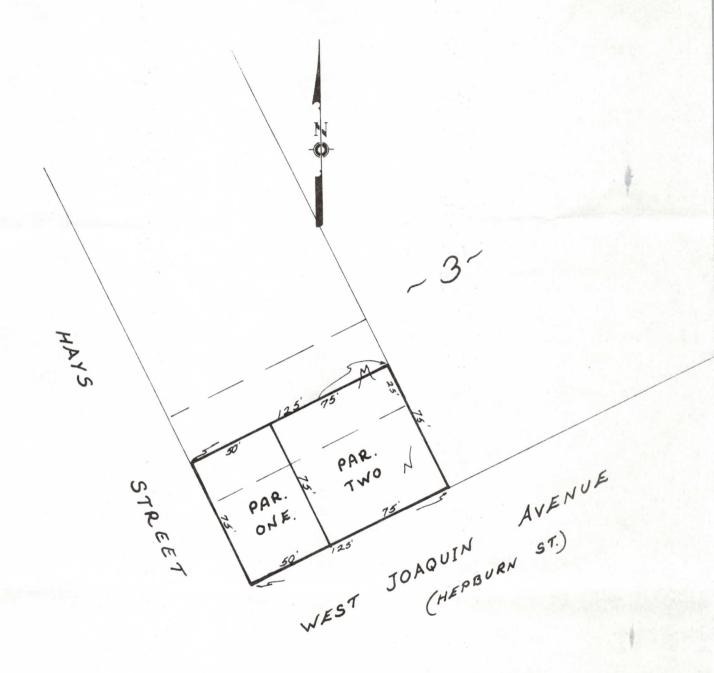
1388, 137 3378 1378 Street - Merry/Amaral Property

I am attaching for your files, a copy of Board of Supervisors Resolution No. 180063, carcelline tomas on the slove exotioned property. Interesting that it should have taken almost 14 mer. s to reach this office.

B. H. Went

District Control

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