

RECORDING REQUESTED BY

Title Insurance and Trust Co.
SL-230164

74-65459

RE:3686 IM:928

cc1

AND WHEN RECORDED MAIL TO

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

MAY 23 1974

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

ASSTS. POL NO.
TO 405.1 CA (5-73)

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$ N/A.

- () computed on full value of property conveyed, or
() computed on full value less value of liens and encumbrances remaining at time of sale.
() Unincorporated area: (X) City of San Leandro, and

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

WILLIAM G. A. JONES

hereby GRANT(S) to

THE CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION

the following described real property in the **City of San Leandro**
County of **Alameda**, State of California:

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

PARCEL #77-551-35

Dated May 15, 1974

X William G. A. Jones
WILLIAM G. A. JONES

STATE OF CALIFORNIA

COUNTY OF Alameda

} SS.

On May 22, 1974 before me, the under-
signed, a Notary Public in and for said State, personally appeared

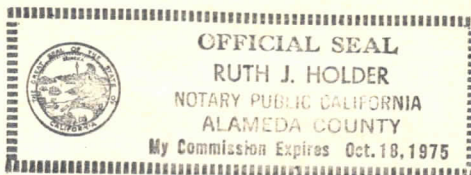
William G. A. Jones

_____, known to me
to be the person whose name is subscribed to the within
instrument and acknowledged that he executed the same.
WITNESS my hand and official seal.

Signature

Ruth J. Holder

Name (Typed or Printed)



(This area for official notarial seal)

File 932

APN 77-551-35

Title Order No. _____

Escrow or Loan No. _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE



**TITLE INSURANCE
AND TRUST**

A TICOR COMPANY

Grant Deed



**TITLE INSURANCE
AND TRUST**

A TICOR COMPANY

COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL

Grant Deed



**TITLE INSURANCE
AND TRUST**

A TICOR COMPANY

COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL



**TITLE INSURANCE
AND TRUST**

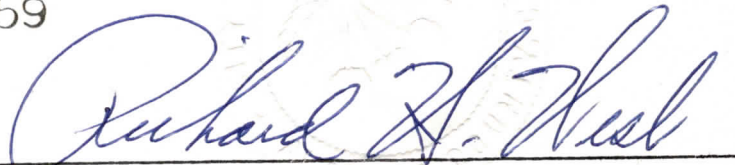
A TICOR COMPANY

RE:3686 IM:929

This is to certify that the interest in real property conveyed by Deed or Grant,
dated May 15, 1974, from WILLIAM G. A. JONES

to the City of San Leandro, a municipal corporation, is hereby accepted on behalf
of the City Council of the City of San Leandro, pursuant to authority conferred
by Resolution No. 4579 C.M.S., adopted by the City Council of the City of San Leandro
on June 19, 1961, and the grantee consents to recordation thereof by its duly
authorized officer.

Dated: May 22, 1974 74-65459



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

74-65459

RE:3886 IM:930

SL-230164
PAGE 4

EXHIBIT "A"

DESCRIPTION:

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

LOT 1 OF WICKS ADDITION TO THE TOWN OF SAN LEANDRO, ACCORDING TO THE MAP THEREOF, FILED FEBRUARY 26, 1868, IN BOOK 2 OF MAPS, PAGE 21, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE INTERSECTION OF THE SOUTHERN LINE OF ESTUDILLO AVENUE WITH THE NORTHEASTERN LINE OF EAST 14TH STREET, AS SAID AVENUE AND STREET NOW EXIST; RUNNING THENCE ALONG SAID SOUTHERN LINE OF ESTUDILLO AVENUE NORTH 70° 35' 43" EAST, 257.576 FEET TO THE WESTERN LINE OF LOT 1 OF THAT CERTAIN MAP ENTITLED "WICKS ADDITION TO THE TOWN OF SAN LEANDRO; FILED FEBRUARY 26, 1868, IN BOOK 2 OF MAPS, AT PAGE 21, ALAMEDA COUNTY RECORDS; THENCE ALONG SAID WESTERN LINE OF SAID LOT 1 SOUTH 19° 24' 17" EAST 64.00 FEET TO THE ACTUAL POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WESTERN LINE, SOUTH 19° 24' 17" EAST, 76.125 FEET TO THE SOUTHWESTERN CORNER OF SAID LOT 1; THENCE ALONG THE LINE DIVIDING LOT 1 AND LOT 24 OF THE AFOREMENTIONED MAP, NORTH 70° 35' 43" EAST, 50.000 FEET TO THE SOUTHEASTERN CORNER OF SAID LOT 1; THENCE ALONG THE EASTERN LINE OF SAID LOT 1, NORTH 19° 24' 17" WEST, 76.125 FEET; THENCE LEAVING SAID EASTERN LINE OF SAID LOT 1 ON A COURSE PARALLEL TO THE AFORESAID SOUTHERN LINE OF ESTUDILLO AVENUE SOUTH 70° 35' 43" WEST 50.000 FEET TO THE POINT OF BEGINNING.

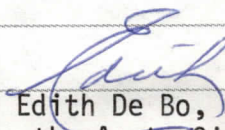
CITY OF SAN LEANDRO

INTEROFFICE MEMO

TO City Clerk DATE June 12, 1974
FROM City Manager's Office
SUBJECT Deed -- Property located at 179 Estudillo Ave.

Attached is the Grant Deed for the property recently acquired from William G.A. Jones, 179 Estudillo Ave. This deed was recorded with title vested in the City on May 23, 1974.

This is for your permanent file.


Edith De Bo, Secty to
the Asst. City Mgr.

Attachment

cc: R. Ward, Pub. Wks. Dir.
W. Rugg, Com. Dev. Dir.

RECEIVED
CITY OF SAN LEANDRO

JUN 12 1974

RICHARD H. WEST
CITY CLERK

CITY CLERK
RICHARD H. WEST

JUN 1 8 1974

CITY OF SAN LEANDRO
RECEIVED

cc: M. Ward, Com. Dev. Div.
K. Ward, Pub. Works Div.

Attachment

the Asst. City Mgr.
Edith De Bo, Secy to

This is for your permanent file.
in the City on May 23, 1974.
William A. Jones, 179 Estudillo Ave. This deed was recorded with title vested

Attached is the grant deed for the property recently acquired from
Deed -- Property located at 179 Estudillo Ave.

City Manager's Office

City Clerk

DATE June 15, 1974

INTEROFFICE MEMO

CITY OF SAN LEANDRO

CITY OF SAN LEANDRO

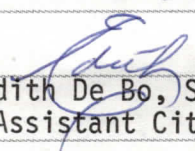
932

INTEROFFICE MEMO

TO City Clerk
DATE June 14, 1974
FROM City Manager's Office
SUBJECT Policy of Title Insurance -- W. Jones property -- 179 ~~Callan~~ ^{Estadillo} Ave.

Attached is the policy of title insurance for the property located at
179 ~~Callan~~ ^{Estadillo} Avenue. This property was approved for acquisition by the
City Council and was recorded with title vested in the City on May 23, 1974.

This is for your permanent file.


Edith De Bo, Secty to the
Assistant City Manager

Attachment

cc: Public Works Director
Community Dev. Dir.

Community Dev. Div.
cc: Public Works Director
Attachment

Assistant City Manager
Edith de los Angeles to the

This is for your permanent file.

City Council and was recorded with title vested in the City on May 23, 1974.
170 Carlton Avenue. This property was approved for acquisition by the

Attached is the policy of title insurance for the property located at

Policy of Title Insurance -- M. Jones property -- 170 Carlton Ave.

City Manager's Office

City Clerk

June 14, 1974

INTEROFFICE MEMO

CITY OF SAN LEANDRO



**TITLE INSURANCE
AND TRUST**
PLEASE REPLY TO:
P.O. BOX 2069 94604

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

June 13, 1974
ORDER No. SL 230164
LOAN No.
REFERENCE

In connection with the above transaction, we enclose:

- ☒ Policy of Title Insurance CLTA ☒ original and copy
 ALTA ☐
- ☐ Escrow closing statement
- ☐ Our Check # in the amount of \$
- ☐ Deed from
- ☐ Deed of Trust executed by
- ☐ Original Note for \$ made by
 in favor of
- ☐ Fire Policy # issued by
 Amount \$ Expiration date.
- ☐ Copy of recorded document which you requested
- ☐ Receipted tax bill
- ☐ Covenants, Conditions and Restrictions
- ☐
- ☐

Any recorded documents to which you are entitled will be forwarded.

Thank you for giving us the opportunity of serving you.

Title Insurance and Trust Company

BY Linda Tarr for Ruth Holder

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STAGE 100. YOUNG WOMEN



TITLE INSURANCE
AND TRUST

NOTE

The information below is very important to your future real estate transactions. Read it and retain this letter with your other valuable papers relating to this property.

This Policy of Title Insurance is your guarantee of ownership for the new home or other real estate which you have purchased.

Title Insurance and Trust Company realizes that its customers want prompt and efficient processing of their transactions. It is for that reason that the number shown below has been assigned to your account in our title plant...to assure that there will be prompt handling of your future title orders involving this property.

If you sell or obtain a loan on this property within two years, Title Insurance and Trust Company will reduce the Usual Policy Rate 20 per cent. To be certain that this savings is obtained, you should request your escrow officer to forward this letter to us with the title order.

We want you to know that we appreciate your business and hope that we can be of assistance to you in your future title needs.

Yours very truly,

Roy F. Elliston
Vice President and Manager

RFE:rh

Insurance Policy No. SL 230164

1900

1900

1900

1900



**TITLE INSURANCE
AND TRUST**

ATICOR 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;
2. Any defect in or lien or encumbrance on such title;
3. Unmarketability of such title; or
4. Any lack of the ordinary right of an abutting owner for access to at least one physically open street or highway if the land, in fact, abuts upon one or more such streets or highways;

and in addition, as to an insured lender only;

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

Title Insurance and Trust Company

by

John E. Flood, Jr.
President

Attest

John J. Eagan
Secretary

1. Definition of Terms

The following terms when used in this policy mean:

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

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

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

(b.) Continuation of Insurance After Conveyance of Title

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

3. Defense and Prosecution of Actions — Notice of Claim to be Given by an Insured Claimant

- (a.) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in litigation to the extent that such litigation involves an alleged defect, lien, encumbrance or other matter insured against by this policy.
- (b.) The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in (a) above, (ii) in case knowledge

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

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

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

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

4. Proof of Loss or Damage — Limitation of Action

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

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

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

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

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

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

mortgage, other than the obligation to purchase said indebtedness pursuant to this paragraph, are terminated.

6. Determination and Payment of Loss

(a.) The liability of the Company under this policy shall in no case exceed the least of:

- (i) the actual loss of the insured claimant; or
- (ii) the amount of insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in paragraph 2(a) hereof; or
- (iii) if this policy insures the owner of the indebtedness secured by the insured mortgage, and provided said owner is the insured claimant, the amount of the unpaid principal of said indebtedness, plus interest thereon, provided such amount shall not include any additional principal indebtedness created subsequent to Date of Policy, except as to amounts advanced to protect the lien of the insured mortgage and secured thereby.

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

(c.) When the amount of loss or damage has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

7. Limitation of Liability

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, or the lien of the insured mortgage, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily admitted or assumed by an insured without prior written consent of the Company.

8. Reduction of Insurance; Termination of Liability

All payments under this policy, except payment made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto; provided, however, if the owner of the indebtedness secured by the insured mortgage is an insured hereunder, then such payments, prior to the acquisition of title to said estate or interest as provided in paragraph 2(a) of these Conditions and Stipulations, shall not reduce pro tanto the amount of the insurance afforded hereunder as to any 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 of the insured mortgage shall terminate all liability of the Company to an insured owner of the indebtedness secured by the insured mortgage, except as provided in paragraph 2(a) hereof.

9. Liability Noncumulative

It is expressly understood that the amount of insurance under this policy as to the insured owner of the estate or interest covered by this policy, shall be reduced by any amount the Company may pay under any policy insuring (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an 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 under this policy. The Company shall have the option to apply to the payment of any such mortgage any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

The provisions of this paragraph 9 shall not apply to an owner of the indebtedness secured by the insured mortgage, unless such insured acquires title to said estate or interest in satisfaction of said indebtedness or any part thereof.

10. Subrogation Upon Payment or Settlement

Whenever the Company shall have paid or settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant, except that the owner of the indebtedness secured by the insured mortgage 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 insured mortgage, or release any collateral security for the indebtedness, provided such act occurs prior to receipt by such insured of notice of any claim of title or interest adverse to the title to the estate or interest or the

priority of the lien of the insured mortgage and does not result in any loss of priority of the lien of the insured mortgage. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and the Company is hereby authorized and empowered to sue, compromise or settle in its name or in the name of the insured to the full extent of the loss sustained by the Company. If requested by the Company, the insured shall execute any and all documents to evidence the within subrogation. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss, but such subrogation shall be in subordination to an insured mortgage. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall as to such insured claimant 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.

11. Liability Limited to this Policy

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby, or any action asserting such claim, shall be restricted to the provisions and Conditions and Stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

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.

12. 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 policy or to its Home Office, 433 South Spring Street, P.O. Box 2586, Los Angeles, California 90051.

13. The Premium Specified in Schedule A is the Entire Charge for Title Search, Title Examination and Title Insurance.

Policy

of Title Insurance



TITLE INSURANCE AND TRUST

A TICOR COMPANY

Schedule A

No. SL-230164	Date of Policy: MAY 23, 1974 AT 9:00 A.M.
Amount of Insurance: \$17,860.00 ✓	Premium \$ 139.00

SL-101,75

1. Name of Insured:

THE CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION

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

THE CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION

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

Van 22-22-92
LTP 222

- 1 -

THE CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION

THE CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION

Name of Insured

22-101-12

Amount to Insured \$115,000.00	Premium \$123.00
Policy No. #31032-12	Date of Policy MAY 22, 1992 AT 8:00 A.M.

Signature

Schedule B

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

Part I

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

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

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

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

6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule C, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.

7. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.

8. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records.

9. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not shown by the public records and not otherwise excluded from coverage but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had been a purchaser or encumbrancer for value without knowledge.

Schedule B (Continued)

Part II

1. GENERAL AND SPECIAL COUNTY AND CITY TAXES FOR THE FISCAL YEAR 1974-75, A LIEN NOT YET DUE OR PAYABLE.

2. ASSESSMENT NO.	:	57
FOR	:	PLAZA PARKING DISTRICT NO. 1
ANNUAL INSTALLMENTS	:	20
BECAME A LIEN	:	NOVEMBER 12, 1969
ORIGINAL AMOUNT	:	\$4,382.39
INCLUDED WITH COUNTY TAXES		
WITH 1ST INSTALLMENT	:	\$191.83
WITH 2ND INSTALLMENT	:	\$191.83

3. EASEMENT FOR STREET PURPOSES OVER ANY PORTION OF SAID PROPERTY WHICH MAY BE INCLUDED WITHIN THE LINES OF ESTUDILLO AVENUE, AS THE SAME NOW EXISTS, SINCE THE WIDENING THEREOF TO 66 FEET.

4. THE PROPERTY DESCRIBED HEREIN LIES WITHIN PLAZA 2 REDEVELOPMENT PROJECT OF THE CITY OF SAN LEANDRO, AS APPROVED AND ESTABLISHED BY ORDINANCE NO. 67-62 ADOPTED DECEMBER 26, 1967 AS AMENDED BY ORDINANCE NO. 71-28 ADOPTED OCTOBER 26, 1971, AND AS AMENDED BY ORDINANCE NO. 74-14, ADOPTED MARCH 15, 1974 A CERTIFIED COPY OF WHICH WAS RECORDED MARCH 22, 1974 ON REEL 3635, IMAGE 910, OFFICIAL RECORDS, TOGETHER WITH THE REDEVELOPMENT PLAN FOR PLAZA 2 REDEVELOPMENT PROJECT.

5. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THE PLAZA 2 REDEVELOPMENT PLAN RECORDED MARCH 22, 1974 ON REEL 3635, IMAGE 910, OFFICIAL RECORDS.

OFFICIAL RECORDS.

REDEVELOPMENT PLAN RECORDED MARCH 33, 1914 ON REEL 2822, IMAGE 810.
2. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THE PLAZA 3

WITH THE REDEVELOPMENT PLAN FOR PLAZA 3 REDEVELOPMENT PROJECT.
MARCH 33, 1914 ON REEL 2822, IMAGE 810. OFFICIAL RECORDS, TOGETHER
NO. 14-14, ADOPTED MARCH 12, 1914 & CERTIFIED COPY OF WHICH WAS RECORDED
ORDINANCE NO. 21-28 ADOPTED OCTOBER 30, 1917, AND AS AMENDED BY ORDINANCE
BY ORDINANCE NO. 21-28 ADOPTED DECEMBER 30, 1923 AS AMENDED BY
PROJECT OF THE CITY OF SAN FRANCISCO, AS APPROVED AND ESTABLISHED
4. THE PROPERTY DESCRIBED HEREIN LIES WITHIN PLAZA 3 REDEVELOPMENT

AS THE SAME NOW EXISTS, SINCE THE WIDENING THEREOF TO 66 FEET,
WHICH MAY BE INCLUDED WITHIN THE LINES OF ESTADILLO AVENUE.

3. EASEMENT FOR STREET PURPOSES OVER AIA PORTION OF SAID PROPERTY

WITH 3RD INSTALLMENT	:	\$181.82
WITH 7TH INSTALLMENT	:	\$181.82
INCLUDED WITH COUNTY TAXES		
ORIGINAL AMOUNT	:	\$4,383.20
BECAME A LIEU	:	NOVEMBER 13, 1923
AMOUNT INSTALLMENTS	:	30
FOR	:	PLAZA PARKING DISTRICT NO. 1
3. ASSESSMENT NO.	:	21

1914-15, A LIEU NOT YET DUE OR PAYABLE.

1. GENERAL AND SPECIAL COUNTY AND CITY TAXES FOR THE FISCAL YEAR

PAGE 11

Appendix B (Continued)

Schedule C

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

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

LOT 1 OF WICKS ADDITION TO THE TOWN OF SAN LEANDRO, ACCORDING TO THE MAP
THEREOF, FILED FEBRUARY 26, 1868, IN BOOK 2 OF MAPS, PAGE 21, IN THE
OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, EXCEPTING THEREFROM THE
FOLLOWING DESCRIBED PROPERTY:

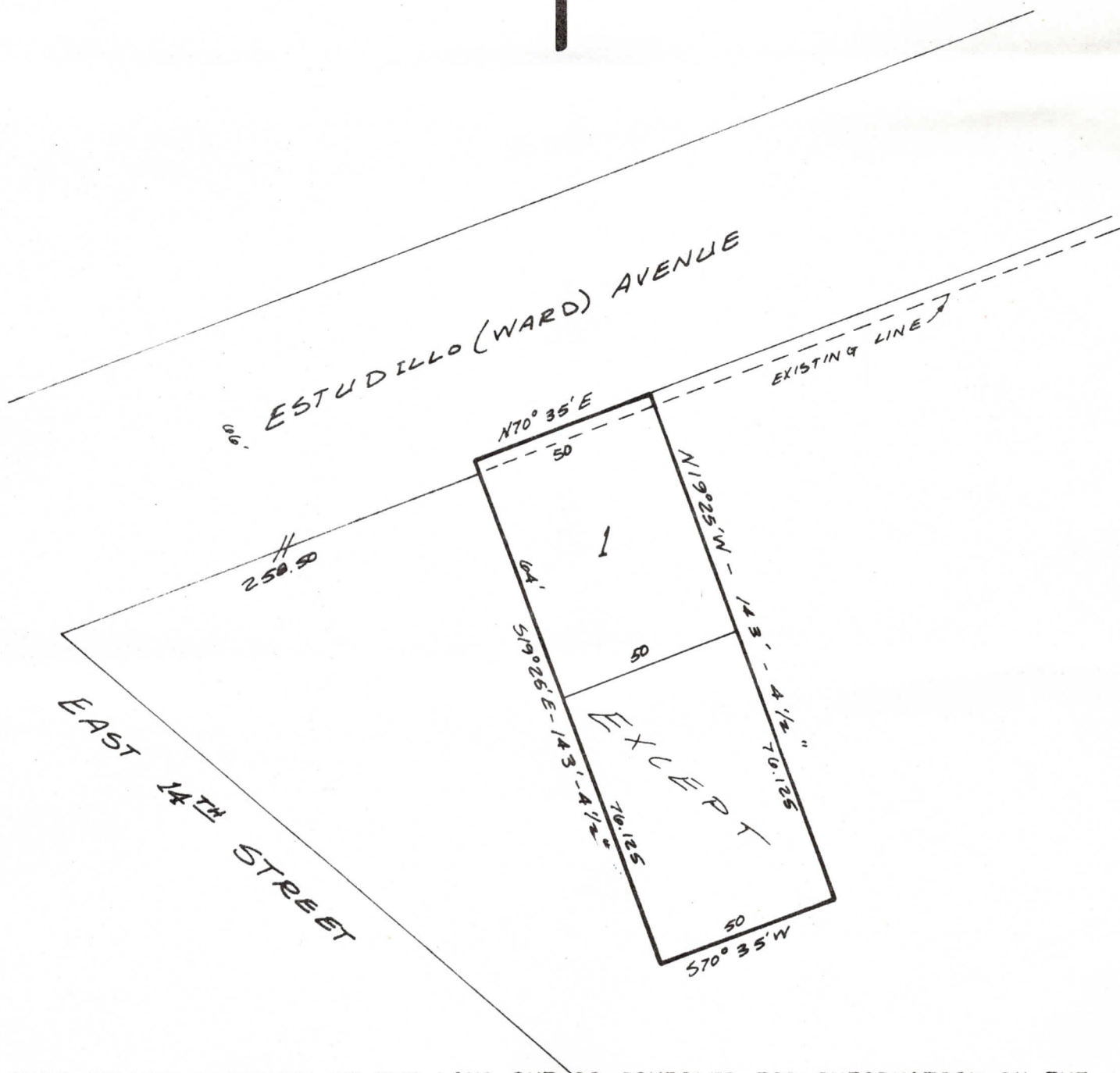
COMMENCING AT THE INTERSECTION OF THE SOUTHERN LINE OF ESTUDILLO AVENUE
WITH THE NORTHEASTERN LINE OF EAST 14TH STREET, AS SAID AVENUE AND STREET
NOW EXIST; RUNNING THENCE ALONG SAID SOUTHERN LINE OF ESTUDILLO AVENUE
NORTH 70° 35' 43" EAST, 257.576 FEET TO THE WESTERN LINE OF LOT 1 OF
THAT CERTAIN MAP ENTITLED "WICKS ADDITION TO THE TOWN OF SAN LEANDRO;
FILED FEBRUARY 26, 1868, IN BOOK 2 OF MAPS, AT PAGE 21, ALAMEDA COUNTY
RECORDS; THENCE ALONG SAID WESTERN LINE OF SAID LOT 1 SOUTH 19° 24'
17" EAST 64.00 FEET TO THE ACTUAL POINT OF BEGINNING; THENCE CONTINUING
ALONG SAID WESTERN LINE, SOUTH 19° 24' 17" EAST, 76.125 FEET TO THE
SOUTHWESTERN CORNER OF SAID LOT 1; THENCE ALONG THE LINE DIVIDING LOT 1
AND LOT 24 OF THE AFOREMENTIONED MAP, NORTH 70° 35' 43" EAST, 50.000
FEET TO THE SOUTHEASTERN CORNER OF SAID LOT 1; THENCE ALONG THE EASTERN
LINE OF SAID LOT 1, NORTH 19° 24' 17" WEST, 76.125 FEET; THENCE LEAVING
SAID EASTERN LINE OF SAID LOT 1 ON A COURSE PARALLEL TO THE AFORESAID
SOUTHERN LINE OF ESTUDILLO AVENUE SOUTH 70° 35' 43" WEST 50.000 FEET
TO THE POINT OF BEGINNING.

TO THE POINT OF BEGINNING.
 SOUTHERN LINE OF ESTADITO VALLE SOUTH 10° 32' 42" WEST 20.000 FEET
 SWID EASTERN LINE OF SWID LOT 1 ON A CORNER SUBMITTER TO THE ABOVE SWID
 LINE OF SWID LOT 1 NORTH 12° 34' 12" WEST 16.132 FEET THENCE BEARING
 WEST TO THE SOUTHEASTERN CORNER OF SWID LOT 1 THENCE ALONG THE EASTERN
 AND LOT 34 OF THE ABOVEMENTIONED MAP NORTH 10° 22' 42" EAST 20.000
 SOUTHWESTERN CORNER OF SWID LOT 1 THENCE ALONG THE LINE DIVIDING LOT 1
 ALONG SWID WESTERN LINE SOUTH 10° 34' 12" EAST 16.132 FEET TO THE
 12" EAST 04.00 FEET TO THE ACTUAL POINT OF BEGINNING THENCE CONTINUING
 BEARING THENCE ALONG SWID WESTERN LINE OF SWID LOT 1 SOUTH 12° 34'
 12" EAST 04.00 FEET IN BOOK 3 OF MAPS PAGE 31, VENEZUELA CORRAL
 THAT SECTION WAS ENTERED MICKS ADDITION TO THE TOWN OF SAN GEORGE
 NORTH 12° 32' 42" EAST 16.132 FEET TO THE WESTERN LINE OF LOT 1 OF
 MAP EXIST: BEARING THENCE ALONG SWID SOUTHERN LINE OF ESTADITO VALLE
 WITH THE NORTHEASTERN LINE OF EAST 12TH STREET VS SWID VALLE AND STREET
 COMMENCING AT THE INTERSECTION OF THE SOUTHERN LINE OF ESTADITO VALLE

BEING DESCRIBED AS FOLLOWS:
 OFFICE OF THE CORRAL RECORDS OF VENEZUELA CORRAL, EXCEPTING THEREFROM THE
 THEREOF, ENTERED FEBRUARY 28, 1908, IN BOOK 3 OF MAPS, PAGE 31, IN THE
 LOT 1 OF MICKS ADDITION TO THE TOWN OF SAN GEORGE, ACCORDING TO THE MAP
 CORRAL OF VENEZUELA, CITY OF SAN GEORGE, DESCRIBED AS FOLLOWS:
 THE LAND BELONGING TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA,

This map is being filed for record as described above.

Copyright ©



THIS IS NOT A SURVEY OF THE LAND BUT IS COMPILED FOR INFORMATION BY THE
TITLE INSURANCE AND TRUST COMPANY FROM DATA SHOWN BY THE OFFICIAL RECORDS.



TITLE INSURANCE AND TRUST

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;
 2. Any defect in or lien or encumbrance on such title;
 3. Unmarketability of such title; or
 4. Any lack of the ordinary right of an abutting owner for access to at least one physically open street or highway if the land, in fact, abuts upon one or more such streets or highways;
- and in addition, as to an insured lender only;
5. Invalidity of the lien of the insured mortgage upon said estate or interest except to the extent that such invalidity, or claim thereof, arises out of the transaction evidenced by the insured mortgage and is based upon:
 - a. usury, or
 - b. any consumer credit protection or truth in lending law;
 6. Priority of any lien or encumbrance over the lien of the insured mortgage, said mortgage being shown in Schedule B in the order of its priority; or
 7. Invalidity of any assignment of the insured mortgage, provided such assignment is shown in Schedule B.

Title Insurance and Trust Company

by  President

Copy of Policy
No additional liability assumed

1. Definition of Terms

The following terms when used in this policy mean:

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

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

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

(b.) Continuation of Insurance After Conveyance of Title

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

3. Defense and Prosecution of Actions — Notice of Claim to be Given by an Insured Claimant

- (a.) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in litigation to the extent that such litigation involves an alleged defect, lien, encumbrance or other matter insured against by this policy.
- (b.) The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in (a) above, (ii) in case knowledge

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

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

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

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

4. Proof of Loss or Damage — Limitation of Action

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

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

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

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

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

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

mortgage, other than the obligation to purchase said indebtedness pursuant to this paragraph, are terminated.

6. Determination and Payment of Loss

- (a.) The liability of the Company under this policy shall in no case exceed the least of:
- (i) the actual loss of the insured claimant; or
 - (ii) the amount of insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in paragraph 2(a) hereof; or
 - (iii) if this policy insures the owner of the indebtedness secured by the insured mortgage, and provided said owner is the insured claimant, the amount of the unpaid principal of said indebtedness, plus interest thereon, provided such amount shall not include any additional principal indebtedness created subsequent to Date of Policy, except as to amounts advanced to protect the lien of the insured mortgage and secured thereby.
- (b.) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.
- (c.) When the amount of loss or damage has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

7. Limitation of Liability

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, or the lien of the insured mortgage, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily admitted or assumed by an insured without prior written consent of the Company.

8. Reduction of Insurance; Termination of Liability

All payments under this policy, except payment made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto; provided, however, if the owner of the indebtedness secured by the insured mortgage is an insured hereunder, then such payments, prior to the acquisition of title to said estate or interest as provided in paragraph 2(a) of these Conditions and Stipulations, shall not reduce pro tanto the amount of the insurance afforded hereunder as to any 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 of the insured mortgage shall terminate all liability of the Company to an insured owner of the indebtedness secured by the insured mortgage, except as provided in paragraph 2(a) hereof.

9. Liability Noncumulative

It is expressly understood that the amount of insurance under this policy as to the insured owner of the estate or interest covered by this policy, shall be reduced by any amount the Company may pay under any policy insuring (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an 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 under this policy. The Company shall have the option to apply to the payment of any such mortgage any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

The provisions of this paragraph 9 shall not apply to an owner of the indebtedness secured by the insured mortgage, unless such insured acquires title to said estate or interest in satisfaction of said indebtedness or any part thereof.

10. Subrogation Upon Payment or Settlement

Whenever the Company shall have paid or settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant, except that the owner of the indebtedness secured by the insured mortgage 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 insured mortgage, or release any collateral security for the indebtedness, provided such act occurs prior to receipt by such insured of notice of any claim of title or interest adverse to the title to the estate or interest or the

priority of the lien of the insured mortgage and does not result in any loss of priority of the lien of the insured mortgage. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and the Company is hereby authorized and empowered to sue, compromise or settle in its name or in the name of the insured to the full extent of the loss sustained by the Company. If requested by the Company, the insured shall execute any and all documents to evidence the within subrogation. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss, but such subrogation shall be in subordination to an insured mortgage. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall as to such insured claimant 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.

11. Liability Limited to this Policy

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby, or any action asserting such claim, shall be restricted to the provisions and Conditions and Stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

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.

12. 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 policy or to its Home Office, 433 South Spring Street, P.O. Box 2586, Los Angeles, California 90051.

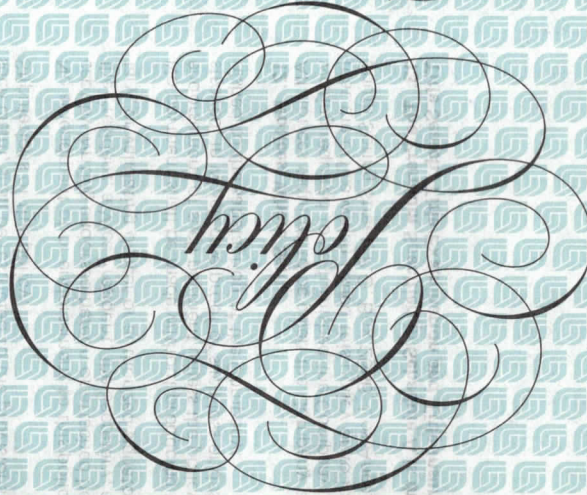
13. The Premium Specified in Schedule A is the Entire Charge for Title Search, Title Examination and Title Insurance.

D TRUST

TITLE INSURANC



of Life Insurance



Schedule A

No. SL-230164	Date of Policy: MAY 23, 1974 AT 9:00 A.M.
Amount of Insurance: \$17,860.00	Premium \$ 139.00

SL-101,75

1. Name of Insured:

THE CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION

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

THE CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION

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

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

THE CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION

5. The estate or interest referred to herein is a fee. Date of Policy issued is

THE CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION

1. Name of insured:

SL-101-12

\$12,300.00

Amount of insurance

\$120.00

Premium

SL-320124

No.

Date of Policy:

MAY 31, 1974 AT 8:00 A.M.

Schedule A

Schedule B

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

Part I

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

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

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

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

6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule C, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.

7. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.

8. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records.

9. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not shown by the public records and not otherwise excluded from coverage but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had been a purchaser or encumbrancer for value without knowledge.

knowledge

damages which would not have been sustained if the insured claimant had been a purchaser or encumbrancer for value without resulting in no loss or damage to the insured claimant; (d) resulting or created subsequent to Date of Policy; or (e) resulting in loss or closed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed by the public records and not otherwise excluded from coverage but known to the insured claimant either at Date of

2. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant

records:
3. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public land, or the effect of any violation of any such law, ordinance or governmental regulation,

ment 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 prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement.
4. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.

or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to
5. Any right, title, interest, estate or assessment in land beyond the lines of the area specifically described or referred to in Schedule C,
right, claim or title to water.

6. (a) Unsubstantiated mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water close, and which are not shown by the public records.

7. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose.
8. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

of the land or by making inquiry of persons in possession thereof.
9. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection records of such agency 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 on real property or by the public records.

10. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments

Part I
the following:
This policy does not insure against loss or damage, not against costs, attorney's fees or expenses, any or all of which arise by reason of

Schedule B (Continued)

Part II

1. GENERAL AND SPECIAL COUNTY AND CITY TAXES FOR THE FISCAL YEAR 1974-75, A LIEN NOT YET DUE OR PAYABLE.

2. ASSESSMENT NO.	:	57
FOR	:	PLAZA PARKING DISTRICT NO. 1
ANNUAL INSTALLMENTS	:	20
BECAME A LIEN	:	NOVEMBER 12, 1969
ORIGINAL AMOUNT	:	\$4,382.39
INCLUDED WITH COUNTY TAXES		
WITH 1ST INSTALLMENT	:	\$191.83
WITH 2ND INSTALLMENT	:	\$191.83

3. EASEMENT FOR STREET PURPOSES OVER ANY PORTION OF SAID PROPERTY WHICH MAY BE INCLUDED WITHIN THE LINES OF ESTUDILLO AVENUE, AS THE SAME NOW EXISTS, SINCE THE WIDENING THEREOF TO 66 FEET.

4. THE PROPERTY DESCRIBED HEREIN LIES WITHIN PLAZA 2 REDEVELOPMENT PROJECT OF THE CITY OF SAN LEANDRO, AS APPROVED AND ESTABLISHED BY ORDINANCE NO. 67-62 ADOPTED DECEMBER 26, 1967 AS AMENDED BY ORDINANCE NO. 71-28 ADOPTED OCTOBER 26, 1971, AND AS AMENDED BY ORDINANCE NO. 74-14, ADOPTED MARCH 15, 1974 A CERTIFIED COPY OF WHICH WAS RECORDED MARCH 22, 1974 ON REEL 3635, IMAGE 910, OFFICIAL RECORDS, TOGETHER WITH THE REDEVELOPMENT PLAN FOR PLAZA 2 REDEVELOPMENT PROJECT.

5. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THE PLAZA 2 REDEVELOPMENT PLAN RECORDED MARCH 22, 1974 ON REEL 3635, IMAGE 910, OFFICIAL RECORDS.

OFFICIAL RECORDS:

REDEVELOPMENT PLAN RECORDED MARCH 33, 1934 ON DEED 2428, PAGE 310
2. CONTAINING CONDITIONS AND RESTRICTIONS CONTAINED IN THE PLAT

WITH THE REDEVELOPMENT PLAN FOR PLAT 3 REDEVELOPMENT REQUEST
MARCH 33, 1934 ON DEED 2428, PAGE 310 OFFICIAL RECORDS, TOGETHER
NO. 17-18, ADOPTED MARCH 12, 1934, A CERTIFIED COPY OF WHICH WAS RECORDED
ORDINANCE NO. 17-38 ADOPTED OCTOBER 30, 1934, AND WAS AMENDED BY ORDINANCE
BY ORDINANCE NO. 21-83 ADOPTED DECEMBER 31, 1934, AND AMENDED BY
ORDINANCE OF THE CITY OF SAN FRANCISCO, WAS APPROVED AND ESTABLISHED
1. THE PROPERTY DESCRIBED HEREIN LIES WITHIN PLAT 3 REDEVELOPMENT

AS THE SAME NOW EXISTS, SINCE THE HIGHWAY THEREOF TO BE BUILT
WHICH WILL BE INCORPORATED WITHIN THE PLAN OF ESTABLISHED ALLEY

2. EASEMENT FOR STREET PURPOSES OVER AND ADJACENT TO SAID PROPERTY

ALL THE INSTANT	:	1934
WITH THE INSTANT	:	1934
INCORPORATED WITH COMBINED TAXES	:	
ORIGINAL AMOUNT	:	\$4,183.10
BECAUSE A FIRM	:	NOVEMBER 15, 1933
VARIOUS INSTANTMENTS	:	50
FOR	:	PLAT 3 BASKING DISTRICT NO. 1
3. ASSESSMENT NO.	:	81

1934-15, A FIRM NOT YET DUE OR PAYABLE

1. GENERAL AND SPECIAL COMBINED CITY TAXES FOR THE FISCAL YEAR

PLAT 3

(Continued) Schedule B

Schedule C

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

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

LOT 1 OF WICKS ADDITION TO THE TOWN OF SAN LEANDRO, ACCORDING TO THE MAP
THEREOF, FILED FEBRUARY 26, 1868, IN BOOK 2 OF MAPS, PAGE 21, IN THE
OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, EXCEPTING THEREFROM THE
FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE INTERSECTION OF THE SOUTHERN LINE OF ESTUDILLO AVENUE
WITH THE NORTHEASTERN LINE OF EAST 14TH STREET, AS SAID AVENUE AND STREET
NOW EXIST; RUNNING THENCE ALONG SAID SOUTHERN LINE OF ESTUDILLO AVENUE
NORTH 70° 35' 43" EAST, 257.576 FEET TO THE WESTERN LINE OF LOT 1 OF
THAT CERTAIN MAP ENTITLED "WICKS ADDITION TO THE TOWN OF SAN LEANDRO;
FILED FEBRUARY 26, 1868, IN BOOK 2 OF MAPS, AT PAGE 21, ALAMEDA COUNTY
RECORDS; THENCE ALONG SAID WESTERN LINE OF SAID LOT 1 SOUTH 19° 24'
17" EAST 64.00 FEET TO THE ACTUAL POINT OF BEGINNING; THENCE CONTINUING
ALONG SAID WESTERN LINE, SOUTH 19° 24' 17" EAST, 76.125 FEET TO THE
SOUTHWESTERN CORNER OF SAID LOT 1; THENCE ALONG THE LINE DIVIDING LOT 1
AND LOT 24 OF THE AFOREMENTIONED MAP, NORTH 70° 35' 43" EAST, 50.000
FEET TO THE SOUTHEASTERN CORNER OF SAID LOT 1; THENCE ALONG THE EASTERN
LINE OF SAID LOT 1, NORTH 19° 24' 17" WEST, 76.125 FEET; THENCE LEAVING
SAID EASTERN LINE OF SAID LOT 1 ON A COURSE PARALLEL TO THE AFORESAID
SOUTHERN LINE OF ESTUDILLO AVENUE SOUTH 70° 35' 43" WEST 50.000 FEET
TO THE POINT OF BEGINNING.

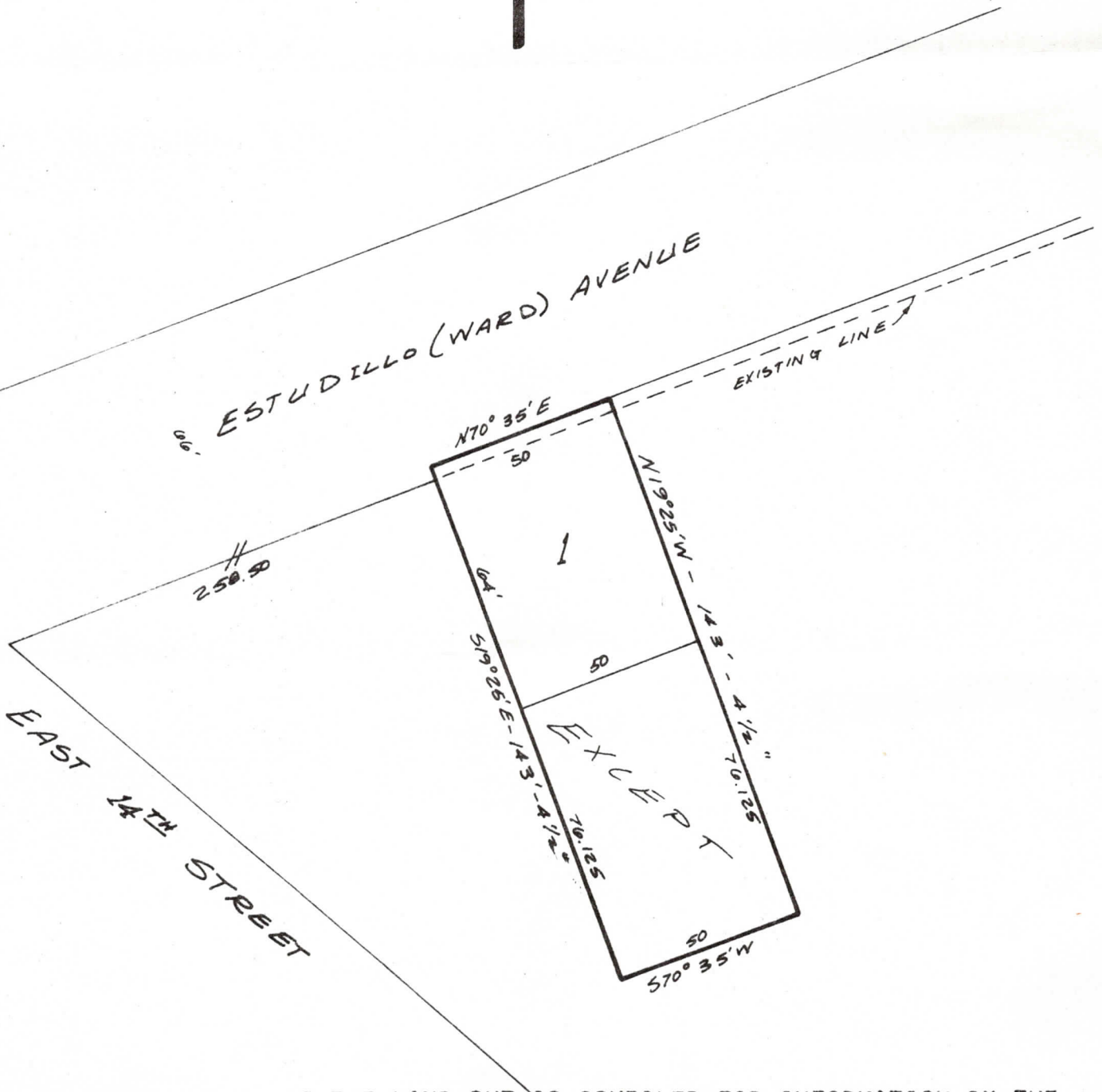
TO THE SOUTH OF BEGINNING:
 SOUTHERN LINE OF ESTADITO VALLE SOUTH 10° 32' 42" WEST 20' 000 FEET
 SWID. EASTERN LINE OF SWID FOR 1 ON A CORNER 688' 11" TO THE VORNE SWID
 LINE OF SWID FOR 1' NORTH 13° 38' 12" WEST 18' 152 FEET: THENCE TRAVELING
 WEST TO THE SOUTHEASTERN CORNER OF SWID FOR 1' THENCE ALONG THE EASTERN
 AND FOR 31' OF THE VORNE MENTIONED MAP: NORTH 16° 32' 42" WEST 20' 000
 SOUTHEASTERN CORNER OF SWID FOR 1' THENCE ALONG THE LINE DIVIDING FOR 1
 ALONG SWID WESTERN LINE: SOUTH 13° 38' 12" WEST 18' 152 FEET TO THE
 12" EAST 24' 00 FEET TO THE VORNE POINT OF BEGINNING: THENCE CONTINUING
 RECORDS: THENCE ALONG SWID WESTERN LINE OF SWID FOR 1 SOUTH 13° 38'
 12" WEST 18' 152 FEET: IN BOOK 3 OF MAPS: PAGE 37: VORNE CORNER
 THAT CORNER WAS CALLED MICKS ADDITION TO THE TOWN OF SAN JUAN DE LOS
 RIOS: NORTH 16° 32' 42" WEST 20' 000 FEET TO THE WESTERN LINE OF FOR 1 OF
 FOR 31' 12" THENCE THENCE ALONG SWID SOUTHERN LINE OF ESTADITO VALLE
 WITH THE NORTHEASTERN LINE OF SWID THIS STREET: AS SWID VALLE AND STREET
 COMMENCING AT THE INTERSECTION OF THE SOUTHERN LINE OF ESTADITO VALLE

FOLLOWING DESCRIBED EVIDENCE:
 OFFICE OF THE COMRA RECORDS OF VORNE CORNER: EXCEPTING THEREFROM THE
 THEREOF: LINED EVIDENCE 38' 1888' IN BOOK 3 OF MAPS: PAGE 37: IN THE
 FOR 1 OF MICKS ADDITION TO THE TOWN OF SAN JUAN DE LOS RIOS: ACCORDING TO THE MAP
 CORNER OF VORNE: CITY OF SAN JUAN DE LOS RIOS: DESCRIBED AS FOLLOWS:
 THE LAND REFERRED TO HEREIN IS SHOWN IN THE STATE OF CALIFORNIA

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

Schedule C

Schedule C



THIS IS NOT A SURVEY OF THE LAND BUT IS COMPILED FOR INFORMATION BY THE
TITLE INSURANCE AND TRUST COMPANY FROM DATA SHOWN BY THE OFFICIAL RECORDS.

CITY OF SAN LEANDRO

INTEROFFICE MEMO

TO J. Arch, Finance Officer

DATE June 12, 1974

FROM City Manager's Office

SUBJECT Closing Statement -- W. Jones property acquisition (Acct. #51-690)

Attached is a closing statement from Title Insurance & Trust Company for the recent acquisition of subject property located at 179 Estudillo Avenue.

You will note that the City has been charged \$148.27 for taxes that were paid to July 1, 1974. By copy of this memo we are requesting the City Clerk to request a refund from the County for this amount when he sends in his letter requesting cancellation of taxes on this property. In the meantime, it will be necessary for us to absorb this charge.

Edith De Bo
Edith De Bo, Secty to
the Asst. City Mgr.

Attachment

cc: City Clerk ✓

RECEIVED
CITY OF SAN LEANDRO

JUN 12 1974

RICHARD H. WEST
CITY CLERK

CITY CLERK
RICHARD H. WEST

JUN 15 1894

CITY OF SAN FRANCISCO
RECEIVED

CITY CLERK
RECEIVED

JUN 15 1894
CITY OF SAN FRANCISCO

as to transfer this matter.

Cancellation of cases on this subject. In the meantime, it will be necessary for
a motion from the court for this matter will be sent to the clerk for
JUN 15 1894. It can be said that the clerk is not
not will note that the clerk has been ordered to
the record and the clerk is not to be held responsible for the
the record and the clerk is not to be held responsible for the

attached to a copy of the record from the clerk's office for

copying the record -- it is not properly recorded (see 100-100)

CITY CLERK'S OFFICE

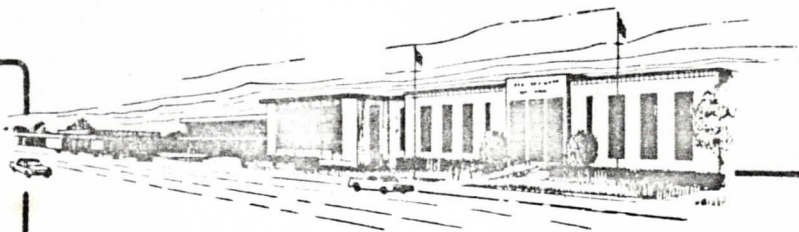
RECEIVED

JUN 15 1894

RECEIVED

CITY OF SAN FRANCISCO

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



Office of City Clerk 415-638-4100

12 June 1974

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

Subject: Tax Cancellation

Gentlemen:

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

Title was taken by deed from William G. A. Jones

recorded in the Official Records of the County of Alameda under the
County Recorder's Serial No. 74-65459, RE: 3686 IM: 928-929-930
on 23 May, 1974.

It is requested that your Honorable Board will:

1. (X) Cancel taxes on the above property. Per attached memo.
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. (X) 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 \$ 148.27.

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

Very truly yours,

Richard H. West

Richard H. West, City Clerk



JUL 30 1974

Approved as to Form
COAKLEY, District AttorneyR J. MOORE, County Counsel
By Deputy

THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA

On motion of Supervisor....., Seconded by Supervisor.....,
and approved by the following vote,
Ayes: Supervisors.....
Noes: Supervisors.....
Excused or Absent: Supervisors.....

THE FOLLOWING RESOLUTION WAS ADOPTED: CANCEL AND REFUND TAXES NUMBER 155355

WHEREAS, certain real property situate in the City of San Leandro, County of Alameda, State of California, and more particularly described under the following account number(s):

Parcel No.	Account No.	Amount of Taxes Refundable
1.	77-551-35 ALL (1973-74) (1974-75)	Tax \$84.00 Fld#13 \$4.04 Total \$88.04

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

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

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

WHEREAS, the City of San Leandro has requested a refund of taxes on the hereinabove described real property under the provisions of Section 5096.3 of the Revenue and Taxation Code, and it satisfactorily appears to this Board that the City of San Leandro is entitled to a refund of taxes in the amount hereinabove shown on the real property hereinabove described;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by this Board of Supervisors, with the written consent of the ~~District Attorney~~ County Counsel of the County of Alameda, and 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"; and

BE IT FURTHER RESOLVED that pursuant to the provisions of Section 5096.3 of the Revenue and Taxation Code, taxes in the amount hereinabove shown on the real property hereinabove described be and they are hereby ordered refunded, and the Auditor-Controller of the County of Alameda be and he is hereby authorized and directed to draw his warrant in the amount hereinabove shown in favor of the City of San Leandro.

File 932
APN 77-551-35

444-20-20-2
617-20-2

122322

By LYLE TOMBS
Assistant City Attorney for the City of
San Leandro, County of Alameda, State of
California

GILBERT A. FORBES
City Attorney for the City of San Leandro,
County of Alameda, State of California

The City Attorney of the City of San Leandro, County of Alameda, State of
California, hereby consents to the cancellation of all uncollected city 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 certain deed duly
recorded in the office of the Recorder of Alameda County.

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

By R. J. PENNONE
Deputy County Counsel for the County of
Alameda, State of California

RICHARD J. MOORE
County Counsel for 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 certain deed duly recorded in the
office of the Recorder of Alameda County.

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

CERTIFICATE
THE BOARD OF SUPERVISORS, COUNTY OF ALAMEDA, STATE OF CALIFORNIA
DO HEREBY CERTIFY THAT THE FOREGOING IS A
TRUE AND CORRECT COPY OF THE RESOLUTION ADOPTED BY
THE BOARD OF SUPERVISORS, COUNTY OF ALAMEDA, STATE OF CALIFORNIA,
ON THE 15TH DAY OF JULY, 1974.

CERTIFICATE
THE BOARD OF SUPERVISORS, COUNTY OF ALAMEDA, STATE OF CALIFORNIA
DO HEREBY CERTIFY THAT THE FOREGOING IS A
TRUE AND CORRECT COPY OF THE RESOLUTION ADOPTED BY
THE BOARD OF SUPERVISORS, COUNTY OF ALAMEDA, STATE OF CALIFORNIA,
ON THE 15TH DAY OF JULY, 1974.

Recorded in the office of the recorder of the county of Alameda.
The said Board of Supervisors do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Board of Supervisors, County of Alameda, State of California, on the 15th day of July, 1974.
The said Board of Supervisors do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Board of Supervisors, County of Alameda, State of California, on the 15th day of July, 1974.

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ON THE 15TH DAY OF JULY, 1974.

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TRUE AND CORRECT COPY OF THE RESOLUTION ADOPTED BY
THE BOARD OF SUPERVISORS, COUNTY OF ALAMEDA, STATE OF CALIFORNIA,
ON THE 15TH DAY OF JULY, 1974.

Recorded in the office of the recorder of the county of Alameda.
The said Board of Supervisors do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Board of Supervisors, County of Alameda, State of California, on the 15th day of July, 1974.
The said Board of Supervisors do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Board of Supervisors, County of Alameda, State of California, on the 15th day of July, 1974.

CERTIFICATE
THE BOARD OF SUPERVISORS, COUNTY OF ALAMEDA, STATE OF CALIFORNIA
DO HEREBY CERTIFY THAT THE FOREGOING IS A
TRUE AND CORRECT COPY OF THE RESOLUTION ADOPTED BY
THE BOARD OF SUPERVISORS, COUNTY OF ALAMEDA, STATE OF CALIFORNIA,
ON THE 15TH DAY OF JULY, 1974.

BY: *[Signature]*
THE BOARD OF SUPERVISORS
JACK K. POOL, CLERK OF THE BOARD OF SUPERVISORS
ATTEST:
JUL 30 1974
COUNTY, CALIFORNIA
THE BOARD OF SUPERVISORS, ALAMEDA
I CERTIFY THAT THE FOREGOING IS A
TRUE COPY OF A RESOLUTION ADOPTED BY
THE BOARD OF SUPERVISORS, ALAMEDA
JUL 30 1974

Blair McKee
1/27/76
js



county of alameda
office of
treasurer-tax collector

FRANK M. KRAUSE
TREASURER-TAX COLLECTOR

W. ELDEN DILLINGER
CHIEF DEPUTY

ADMINISTRATION BLDG., 1221 OAK STREET, OAKLAND, CALIFORNIA 94612

PHONE: 874-⁵⁹⁵³~~5042~~

January 23, 1976

City of San Leandro
835 East 14th Street
San Leandro, Calif. 94577

Attn: Joseph Arch
Finance Officer

Gentlemen:

The County Assessor's records reveal that the property designated as Account No. 77-551-35 was acquired by the City of San Leandro by Deed No. 74-65459 dated May 23, 1974.

The account remains on the delinquent tax roll, and it is believed that the City may have failed to request cancellation under Section 4986 of the State Revenue and Taxation Code.

Please check your records and inform this office if you intend to petition for cancellation.

Very truly yours,

FRANK M. KRAUSE, TAX COLLECTOR

F. Coyle
F. Coyle, Deputy

FMK:FC:lp

RECEIVED
CITY OF SAN LEANDRO

JAN 26 1976

J. A. ARCH
FINANCE OFFICER

MEMORANDUM

TO: THE BOARD OF SUPERVISORS
FROM: J. A. ARCH, Finance Officer
SUBJECT: [Illegible]

[Illegible text follows]

DATE: [Illegible]
BY: [Illegible]

[Illegible text follows]



City of San Leandro
Office of the
Finance Officer

RECEIVED
CITY OF SAN LEANDRO
JAN 26 1976