

PLEASE RECORD AND RETURN TO:

City of San Leandro
835 East 14th Street
San Leandro, CA 94577
Attn: Community Development Dept.
(Engineering)

GRANT DEED

JH

RECORDED at REQUEST OF *001*
Western Title Ins. Co.
At 10:30 AM
SEP 28 1984
OFFICIAL RECORDS OF
ALAMEDA COUNTY CALIFORNIA
RENE C. DAVIDSON
COUNTY RECORDER

81-196356

103781(2)

SYLVIA B. BRIGGS, a widow, hereby grants to the CITY OF SAN LEANDRO, a municipal corporation, all that land situated in the City of San Leandro, County of Alameda, State of California, described as follows:

Real property in the City of San Leandro, Alameda County, State of California, being all of Lot 7, Block 1, as shown on Tract 744, filed May 31, 1946, in Book 12 of Maps, at pages 28 and 29, Alameda County Records.

The above described parcel of land contains an area of 5,326 square feet, more or less.

DOCUMENTARY TRANSFER TAX \$ No consideration
 COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
 COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES
REMAINING THEREON AT TIME OF SALE.

DATED: September 17, 1984

S Boni
Signature of declarant or agent determining tax-firm name
CITY OF San Leandro Unincorporated

ASSESSOR'S NO. 77D-1485-8 (A11)

Sylvia B. Briggs
SYLVIA B. BRIGGS

STATE OF)
) ss.
COUNTY OF)

On _____, 19____, before me, _____
a Notary Public in and for the County of _____, State of _____,
personally appeared Sylvia B. Briggs, known to me (or proved to me on the basis of satisfactory evidence), to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same.

NOTARY PUBLIC in and for said
County and State

RECEIVED
OCT 24 1984
COMMUNITY
DEVELOPMENT

81-196356

STATE OF CALIFORNIA)
) ss
COUNTY OF ALAMEDA)

ON THIS 17th day of September in the year One Thousand
Nine Hundred and Eighty-four, before me, Richard B. Gordon,
a Deputy County Clerk in the office of Rene C. Davidson, County Clerk of the County
of Alameda, State of California, personally appeared Sylvia B. Briggs,

personally known to me (or proved to me on the basis of satisfactory evidence) to be
the person whose name _____ is _____ subscribed to the within
instrument, and she acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year in this
certificate first above written.

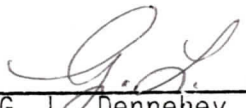
RENE C. DAVIDSON, County Clerk of the
County of Alameda, State of California

By: Richard B. Gordon
Richard B. Gordon, Deputy
County Clerk in and for said County
and State

This is to certify that the interest in real property conveyed by Deed or Grant,
dated September 17, 1984, from Sylvia B. Briggs, a widow,

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: September 17, 1984


G. L. Dennehey
City Clerk of the City of San Leandro



EMORANDUM

City of San Leandro Community Development Department

January 2, 1985

MEMO TO: City Clerk

FROM: Donna Blackman

SUBJECT: POLICY OF TITLE INSURANCE FOR 1084 HALCYON AND 1085 DILLO

Attached please find the Policy of Title Insurance for the above subject properties. This property was recently purchased by the City.

DB

Donna

1-122

Briggs

CITY of SAN LEANDRO

JAN 03 1985

CITY CLERK'S OFFICE

same property

C n

WESTE... TITLE INSURANCE COMPANY

ALAMEDA COUNTY BRANCH

BERKELEY OFFICE
2148 CENTER STREET
P. O. BOX 1294
841-7505

FREMONT OFFICE
37217 FREMONT BLVD.
P. O. BOX 755
797-4122

HAYWARD OFFICE
1165 A STREET
P. O. BOX 689
537-1165

OAKLAND OFFICE
1510 WEBSTER STREET
P. O. BOX 447
893-8100

NORTH BERKELEY OFFICE
1752 SOLANO AVENUE
BOX 7106 — LANDSCAPE STATION
525-8180

SAN LEANDRO OFFICE
159 PARROTT STREET
P. O. BOX 896
483-4000

SOUTHERN ALAMEDA COUNTY OFFICE
2115 FIRST STREET, LIVERMORE
P. O. BOX 1108
447-9120

City of San Leandro
Community Development Department
(Engineering)
835 E. 14th Street
San Leandro, CA 94577

FROM Corsair Blvd. OFFICE

September 28, 1984

Order No. 103781

Subject: 1084 Halcyon Drive
San Leandro, CA

In accordance with instructions we have closed the escrow under the above subject and have disbursed as follows:

	DEBITS	CREDITS
Sale Price	\$105,000.00	
<input type="checkbox"/> balance of existing loan being assumed		\$
<input type="checkbox"/> paid direct to seller		
<input type="checkbox"/> 1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd new note and trust deed to seller		
<input checked="" type="checkbox"/> Amount received from you		105,000.00
<input type="checkbox"/> Credit for Loan Proceeds		
<input type="checkbox"/> Amount deposited with agent		
<input checked="" type="checkbox"/> Standard Policy Fee	532.50	
<input checked="" type="checkbox"/> ATA Policy Fee Escrow fee	236.00	
<input type="checkbox"/> Municipal Report		
<input type="checkbox"/> Recording Deed		
<input type="checkbox"/> Recording Trust Deed (s)		
<input type="checkbox"/> Drawing Papers \$ <input type="checkbox"/> Notary Fee \$		
<input type="checkbox"/> Prorata FHA Mortgage Insurance Premium		
<input type="checkbox"/> Prorata Fire Insurance		
<input type="checkbox"/> New Fire Insurance Premium		
<input type="checkbox"/> Loan Trust Fund		
<input type="checkbox"/> Loan Charges: Loan Fee \$ Tax Res. \$		
Insurance Res. \$ FHA Mtg. Ins. \$		
Interest		
<input type="checkbox"/> Paid Taxes		
<input type="checkbox"/> Assumption Fee		
<input type="checkbox"/> Termite Inspection Fee		
<input type="checkbox"/> Prorata Interest		
<input type="checkbox"/> Prorata Taxes		
<input type="checkbox"/> Prorata Rent		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/> Check to you enclosed		
<input checked="" type="checkbox"/> Statement to you enclosed		768.50
TOTALS	\$105,768.50	\$105,768.50

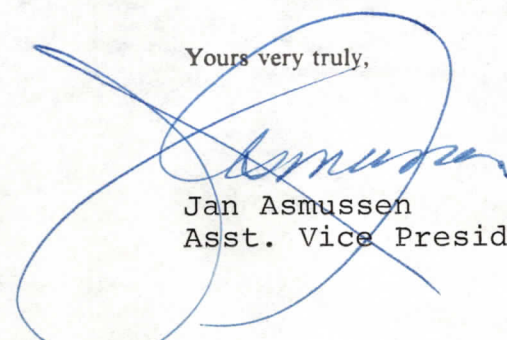
REMARKS:

Enclosed: \$186.00
Check for ~~\$168.00~~ payable to Board of Supervisors
of Alameda County, covering prorata 1984/85 taxes
from 7/1/84 to 9/28/84.

Your policy of title insurance, which is now being written, will follow.
 If you are to receive any recorded document, it will be mailed direct to you by the County Recorder in approximately four weeks.

RE: Project No. 85-694
FAU # M-A029(4)
Finace - Acct. 68-694

Yours very truly,



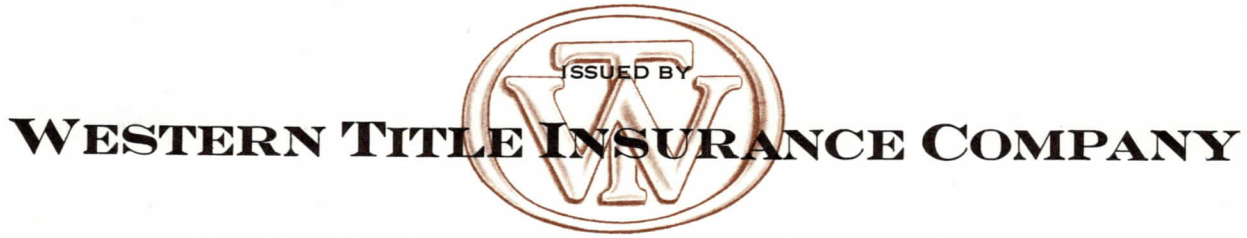
Jan Asmussen
Asst. Vice President

1084 Haleyon Drive + 1085 Dillo

ALAMEDA COUNTY
POLICY NUMBER

S73 542466

POLICY OF TITLE INSURANCE



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

IN WITNESS WHEREOF, WESTERN TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

Countersigned:



 Vice President

WESTERN TITLE INSURANCE COMPANY
 INCORPORATED
 By  President
 By  Secretary
 AUGUST 21, 1973
 CALIFORNIA

File 1-122

APN 77D-1485-8

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors. The term "insured" also includes (i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of such indebtedness (reserving, however, all rights and defenses as to any such successor who acquires the indebtedness by operation of law as described in the first sentence of this sub-paragraph (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 One 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 the 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.

This policy shall not be valid until countersigned by a Vice President or an Assistant Vice President of the Company. No amendment or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, an Assistant Vice President or the Secretary 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 its Home Office, 100 Mission Street, San Francisco, California 94105.

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

SCHEDULE A

SH
Policy Number S 542466 Fee \$ 532.50 Order Number 103781

Amount \$ 105,000.00 Date of Policy September 28, 1984 at 10:30 o'clock a. m.

1. Name of Insured:

CITY OF SAN LEANDRO,
a municipal corporation

2. 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 referred to herein is at Date of Policy vested in:

CITY OF SAN LEANDRO, a municipal corporation.

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 ONE

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

Policy Number

Order Number

S 542466

SCHEDULE B (Continued)

103781

PART TWO

- 1- 1984-85 taxes a lien, not yet payable.
- 2- The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 498, Statutes of 1983 of the State of California.
- 3- Building setback lines of 15 feet from Halcyon Drive and 15 feet from Ditho Street as shown on the map of record.
- 4- Covenants, conditions and restrictions embodied in the declaration recorded July 5, 1946, Series No. TT 57381, Book 4934 OR, page 89.

Policy Number

S 542466

SCHEDULE C

Order Number

103781

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

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

Lot 7, Block 1, Tract 744, filed May 31, 1946, Map Book 12,
page 28, Alameda County Records.

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



Office of City Clerk 415-577-3366

November 6, 1984

The Honorable Board of Supervisors
County of Alameda
1221 Oak Street
Oakland, California 94612

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 Sylvia B. Briggs

and recorded in the Official Records of the County of Alameda under the County Recorder's Serial No. 84-196356

on September 28, 19 84.

It is requested that your Honorable Board will:

1. (XX) Cancel taxes on the above property.
2. (XX) Accept the attached Check No. 005068 made by Western Title Insurance Company in the amount of \$ 186.00, to cover the accrued current real property taxes to the above date of recordation, (included in the check amount is any current personal property taxes which are secured by a lien on the real property) and cancel the current lien from that date on as provided in Section 4986 of the Revenue and Taxation Code.
3. () Refund to this City Council the unearned portion of the current property taxes as provided for in Section 5096.3 of the Revenue and Taxation Code in the sum of \$.

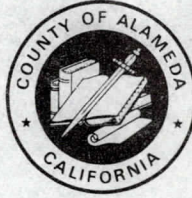
Upon your approval, we would appreciate receiving a certified copy of the adopting resolution.

Sincerely,

G. L. Dennehey
City Clerk

GLD/bt





CITY of SAN LEANDRO
NOV 13 1984
CITY CLERK'S OFFICE

OFFICE OF THE
CLERK, BOARD OF SUPERVISORS

In reply, refer to CT#246

DATE: NOVEMBER 9, 1984
TO: ASSESSOR, ATTN: SEICHI YOSHIURA
FROM: CLERK, BOARD OF SUPERVISORS *WM:rgc*
SUBJECT: CANCELLATION OF TAXES

Enclosed is a request for cancellation of taxes from the following:

<u>CITY OR AGENCY</u>	<u>RECORDER'S NO.</u>	<u>APN OR ADDRESS</u>	<u>DATE OF REQUEST</u>
CITY OF SAN LEANDRO	84-196356	77D-1485-8 (All)	84/11/06

This is referred to you for processing.

WM:rgc

Enclosures

cc G. L. Dennehey ✓
City Clerk
City of San Leandro
Civic Center, 835 E. 14th Street
San Leandro, CA 94577

Pro-rata check /XX/Yes/ /No Amount \$ 186.00
Date received 84/11/09 Date Sent to Tax Collector 84/11/09

*File 1-122
APN 77D-1485.8*

CITY OF SAN LEANDRO
NOV 13 1984
CITY CLERK'S OFFICE



OFFICE OF THE
CLERK, BOARD OF SUPERVISORS

In reply, refer to CT-246



DATE: NOVEMBER 9, 1984
TO: ASSESSOR, ATTN: EIICHI YOSHURA
FROM: CLERK, BOARD OF SUPERVISORS
SUBJECT: CANCELLATION OF TAXES

Enclosed is a request for cancellation of taxes from the following:

CITY OR AGENCY	RECORDER'S NO.	APN OR ADDRESS	DATE OF REQUEST
CITY OF SAN LEANDRO	84-19635	77D-1482-8 (A11)	84/11/05

This is referred to you for processing.

WMT:gc

Enclosures

cc G. L. Denny
City Clerk
City of San Leandro
 Civic Center, 835 E. 14th Street
 San Leandro, CA 94577

Date received 84/11/09 Date sent to Tax Collector 84/11/09
Amount \$ 186.00

File 1-127
AM 77D-1482.8

1-122



OFFICE OF THE
CLERK, BOARD OF SUPERVISORS

November 21, 1985

In reply, refer to CT#246

G. L. Dennehey, City Clerk
City of San Leandro
Civic Center, 835 E. 14th Street
San Leandro, CA 94577

Dear Mr. Dennehey:

Enclosed please find a copy of the report of the Assessor regarding your cancellation of taxes request.

Very truly yours,

William Mehrwein / rgc
William Mehrwein, Clerk

WM:rgc
Enclosure

cc: Assessor
Tax Collector



INTERDEPARTMENTAL COMMUNICATION

DONALD L. KROGER
ASSESSOR

CLERK, BOARD OF
SUPERVISORS' OFFICE
COUNTY OF ALAMEDA
1984 NOV 15 PM 3:46

DATE: NOVEMBER 13 1984
TO: DONALD M. PARKIN, AUDITOR-CONTROLLER
FROM: DONALD L. KROGER, ASSESSOR
SUBJECT: CANCELLATION OF TAXES (R & T SEC. 4986) FOR CITY SAN LEANDRO

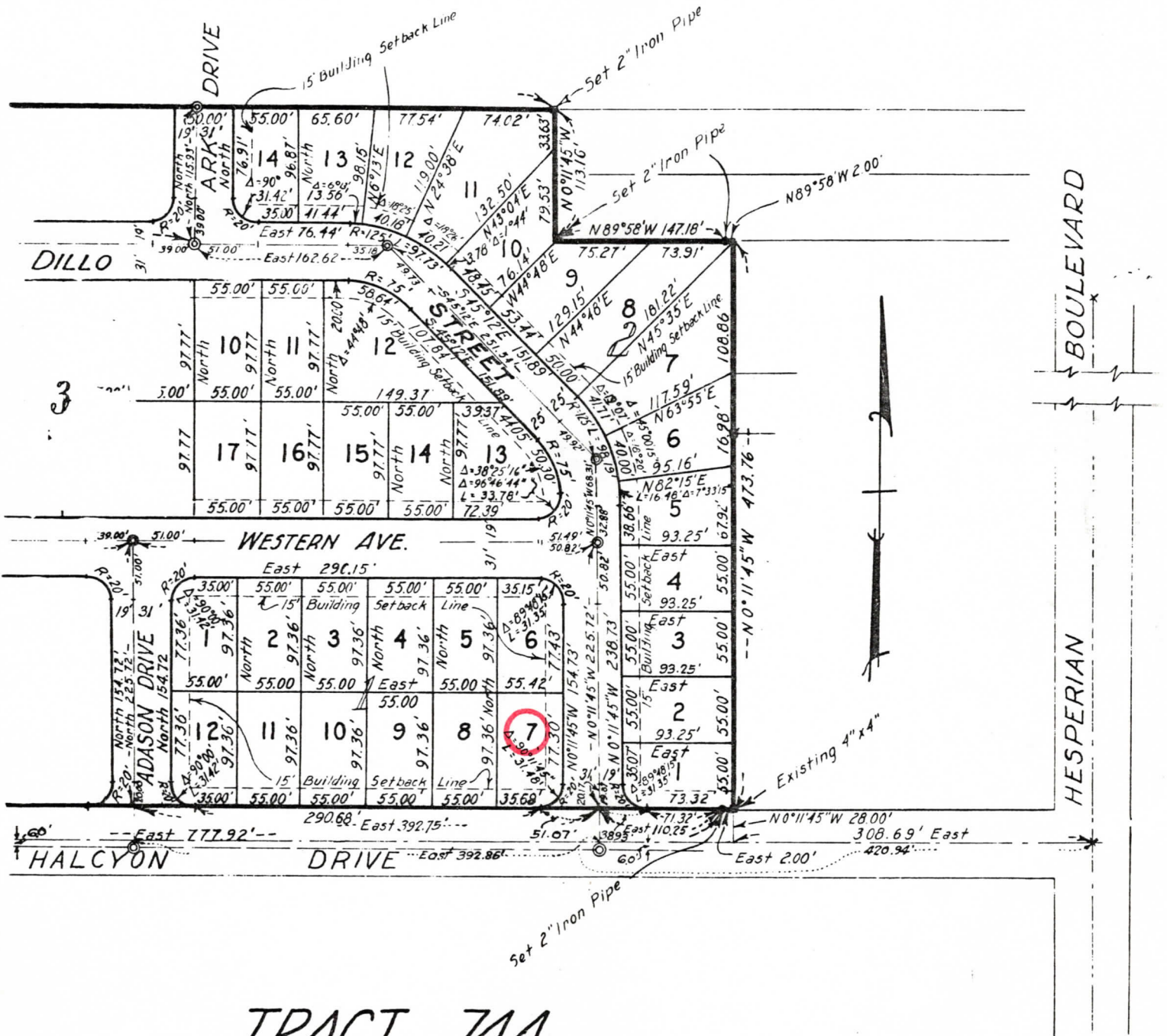
Pursuant to Revenue and Taxation Code Section 4804, and Board of Supervisors' Resolution No. 187874, it is requested that a portion or all the taxes on the account numbers listed on the schedule below be cancelled.

Supporting Doc. No. Date of Possession	Roll Yr. Effected	Account No.	Por.	Assessed Value
			All	
<u>84-176356</u> <u>7-28-84</u>	<u>84-85</u>	<u>770-1485-8</u>	<input type="checkbox"/>	Ld
			<input checked="" type="checkbox"/>	Imp
			<input type="checkbox"/>	Ld
			<input type="checkbox"/>	Imp
	<u>1084</u>	<u>Halcyon Dr.</u>	<input type="checkbox"/>	Ld
			<input type="checkbox"/>	Imp
			<input type="checkbox"/>	Ld
			<input type="checkbox"/>	Imp
			<input type="checkbox"/>	Ld
			<input type="checkbox"/>	Imp
			<input type="checkbox"/>	Ld
			<input type="checkbox"/>	Imp
			<input type="checkbox"/>	Ld
			<input type="checkbox"/>	Imp

Request Prepared By S. Yoshida Date 11-13-84 ✓

Exhibit # 84-13-0246 ✓

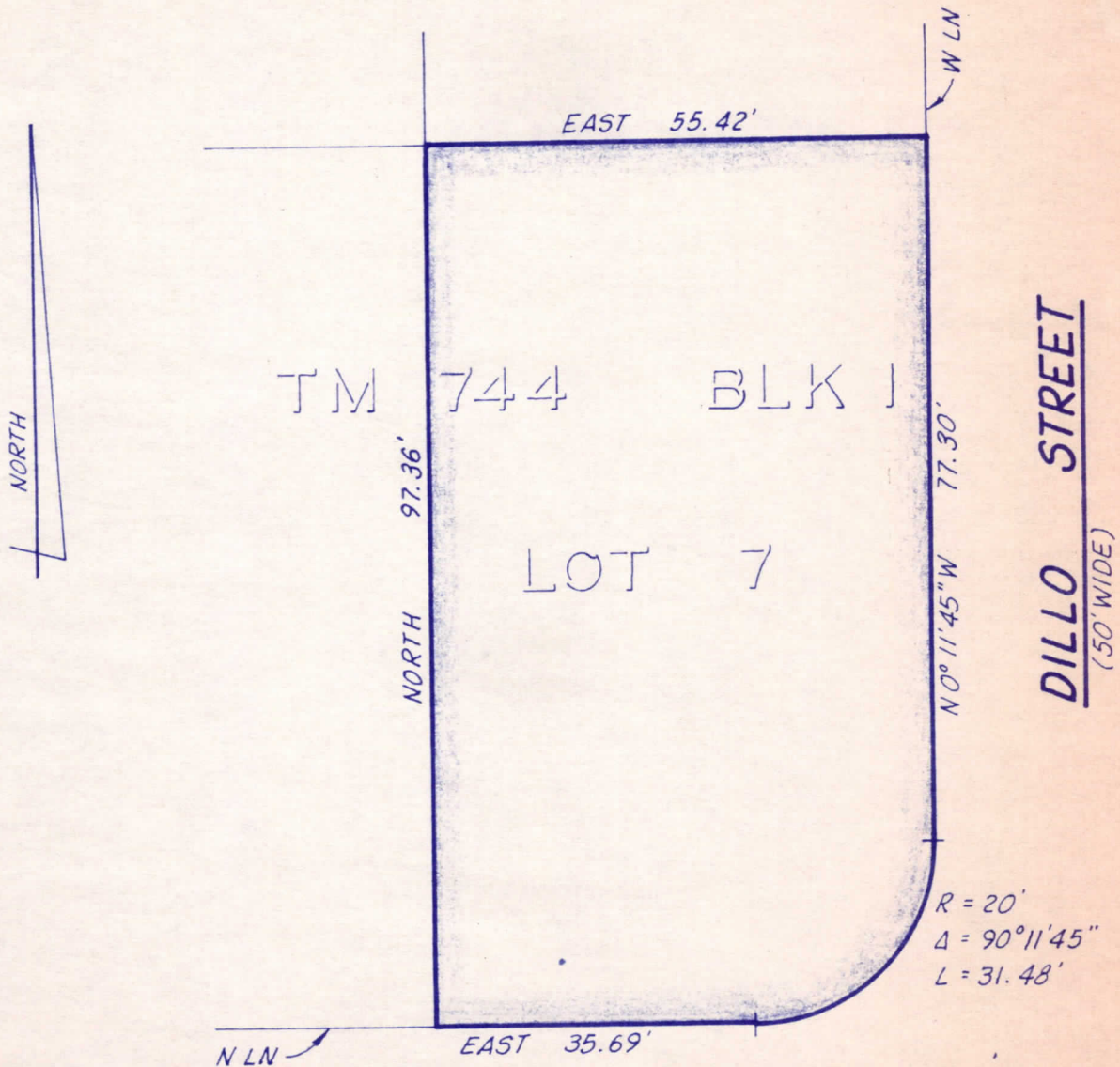
FILED MAY 31, 1946
 MAP BOOK 12 AT PAGES 28+29
 ALAMEDA COUNTY RECORDS.




TRACT 744
 EDEN TOWNSHIP
 ALAMEDA COUNTY CALIF.

Sheet 2 of 2

THIS IS NOT A SURVEY OF THE LAND, BUT IS COMPILED FROM DATA SHOWN BY THE PUBLIC RECORDS
 WESTERN TITLE GUARANTY COMPANY, ALAMEDA COUNTY DIVISION
 AND WESTERN TITLE INSURANCE COMPANY



HALCYON DRIVE
(HOLLAND AVE.) (56' WIDE)

 Indicates parcel to be acquired
LD 84-87
Area = 5,326 ± SF

ACQUIRED

DATE RECORDED Sept 28, 1984
BY INSTRUMENT NO. 84-196356
CITY CLERK FILE NO. 1-122

PUBLIC WORKS DEPARTMENT — CITY OF SAN LEANDRO

NO.	DATE	REVISION
1	8-19-84	Address - 1085 Dillo DK

ACQUISITION
HALCYON DRIVE WIDENING
at
1084 HALCYON DRIVE
APN 77D-1485-8 BRIGGS

APPROVAL DATE _____
P. H. LONG — R.C.E. NO. 13170
PUBLIC WORKS DIRECTOR
CHECKED BY: JA
DRAWN BY: DK 4-20-84
SCALE: 1" = 20'
DWG 969 CASE 1602