

Real property in the City of San Leandro, County of Alameda, State of California, being a portion of the Rancho San Leandro (J.J. Estudillo) Alameda County Records, being further described as follows:

Beginning at the intersection of the northwestern line of Davis Street, as said street existed on May 18, 1942, (66 feet wide), (the bearing of said line of Davis Street being taken as north 72° 30' 30" east for the purpose of this description), with the eastern line of Tract 636, filed May 19, 1942, Map Book 12, Page 7, Alameda County Records; thence along said eastern line of Tract 636 north 27° 55' 07" west 3.05 feet to a line drawn parallel with and 3 feet northwesterly, measured at right angles, from the said line of Davis Street; thence along said parallel line, north 72° 30' 30" east 98.67 feet to the southwestern line of Tract 701, filed February 21, 1945, Map Book 9, Page 73, Alameda County Records; thence along said southwestern line of Tract 701 south 27° 54' west 3.05 feet to said northwestern line of Davis Street; thence along said northwestern line of Davis Street south 72° 30' 30" west 98.67 feet to the point of beginning.

The above described parcel of land contains 296 square feet, more or less.

This is to certify that the interest in real property conveyed by Deed or Grant, dated SEPT 1, 1988, from Emerald Properties
1200 Davis Street

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. 84-198, adopted by the City Council of the City of San Leandro on October 1, 1984, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: 9-1-88




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

LD 85-47
Dwg. 1023 Case 1602
Davis Street Widening
1200 Davis Street
Emerald Properties
75-121-13-2

1-186

M E M O R A N D U M

CITY OF SAN LEANDRO

AUG 22 1989

CITY CLERK'S OFFICE

DATE: August 21, 1989
TO: Alice Calvert, City Clerk
FROM: Rob Caughell, Administrative Assistant - CDD
SUBJ: TITLE INSURANCE POLICY - 1200 DAVIS STREET (EMERALD PROPERTIES)

Attached, for your file, is a title insurance policy for City property purchased at 1200 Davis Street (Emerald Properties). This property was purchased back in September, 1988.

A handwritten signature in cursive script, appearing to read 'Rob', with a long horizontal line extending to the right.

1200 DAVIS STREET MERCAD PROPERTIES

POLICY OF TITLE INSURANCE ISSUED BY

STEWART TITLE GUARANTY COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, STEWART TITLE INSURANCE COMPANY, a Texas corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the 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 the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;

and in addition, as to an insured lender only:

5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The 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;
7. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule B, or the failure of the assignment shown in Schedule B to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

Signed under seal for the Company, but this Policy is to be valid only when it bears an authorized countersignature.

Carlos Morris

Chairman of the Board

Countersigned by:

Paul C. Donahue

Authorized Signatory

**STEWART TITLE
GUARANTY COMPANY**



Stewart Morris

President

Company

City, State

PLACER TITLE COMPANY
1420 HARBOR BAY PARKWAY, SUITE 110
ALAMEDA, CA 94501

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (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 paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

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 would have had against the named insured, those who succeed to the interest of the named 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 the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land);

(ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, or any part thereof, whether named as an insured herein or not;

(iii) the parties designated in Section 2(a) of these Conditions and Stipulations.

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

(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" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(f) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

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

(h) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

(i) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE.

(a) **After Acquisition of Title by Insured Lender.** If this policy insures the owner of the indebtedness secured by the insured mortgage, the coverage of this policy shall continue in force as of Date of Policy in favor of (i) such insured lender who acquires all or any part of the estate or interest in the land by foreclosure, trustee's sale, conveyance in lieu of foreclosure or other legal

manner which discharges the lien of the insured mortgage; (ii) a transferee of the estate or interest so acquired from an insured corporation, provided the transferee is the parent or wholly-owned subsidiary of the insured corporation, and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insureds; and (iii) any governmental agency or governmental 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.

(b) **After Conveyance of Title by an Insured.** The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from an insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to an insured.

(c) **Amount of Insurance.** The amount of insurance after the acquisition or after the conveyance by an insured lender shall in neither event exceed the least of:

(i) The amount of insurance stated in Schedule A;

(ii) The amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made; or

(iii) The amount paid by any governmental agency or governmental instrumentality, if the agency or the instrumentality is the insured claimant, in the acquisition of the estate or interest in satisfaction of its insurance contract or guaranty.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

An insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in 4(a) below, (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 prompt notice shall not be given to the Company, then as to that insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by an insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of such insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a

SCHEDULE A

Order No.: SL-300406

Policy No.: CNJP-1581-71738

Date of Policy: September 7, 1988 at 8:30 o'clock a.m.

Amount of Insurance: \$6,050.00

Premium: \$225.00

1. Name of Insured:

CITY OF SAN LEANDRO

2. The estate or interest in the land which is covered by this Policy is:

A FEE

3. Title to the estate or interest in the land is vested in:

CITY OF SAN LEANDRO, a municipal corporation

4. 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:

Beginning at the intersection of the northwestern line of Davis Street, as said street existed on May 18, 1942, (66 feet wide), (the bearing of said line of Davis Street being taken as north 72° 30' 30" east for the purpose of this description), with the eastern line of Tract 636, filed May 19, 1942, Map Book 12, Page 7, Alameda County Records; thence along said eastern line of Tract 636 north 27° 55' 07" west 3.05 feet to a line drawn parallel with and 3 feet northwesterly, measured at right angles, from the said line of Davis Street; thence along said parallel line, north 72° 30' 30" east 98.67 feet to the southwestern line of Tract 701, filed February 21, 1945, Map Book 9, Page 73, Alameda County Records; thence along said southwestern line of Tract 701 south 27° 54' west 3.05 feet to said northwestern line of Davis Street; thence along said northwestern line of Davis Street south 72° 30' 30" west 98.67 feet to the point of beginning.

A.P.N. 075-0121-013-02 portion

SCHEDULE B

This policy does not insure against loss or damage (and the company will not pay costs, attorneys' fees or expenses which arise by reason of:

PART 1

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, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

SCHEDULE B
PART II

1. 1988-89 taxes a lien, not yet due or payable.

2. Supplemental Real Property Tax Assessments (Chapter 498, Statutes of 1983, as amended):

1987-88 Taxes: TAX INFORMATION

Code Area: 10-001; A.P.N.: 075-0121-013-02;

Land: \$523,529.00

Improvements: \$1,570,796.00

Personal Prop: \$5,380.00

Exemption: None

1ST INSTALLMENT: \$14,382.98 PAID

2ND INSTALLMENT: \$14,382.98 PAID

Tracer No.: 171701-00; Tax Rate: 1.0422

(Affects the premises and additional property.)



RECEIVED
SAN LEANDRO
NOV 21 1988
CDD - PLANNING

OFFICE OF THE
CLERK, BOARD OF SUPERVISORS

In reply, refer to CT 88-211

DATE: NOVEMBER 17, 1988
TO: ASSESSOR, ATTN: SEICHI YOSHIURA
FROM: CLERK, BOARD OF SUPERVISORS
SUBJECT: CANCELLATION OF TAXES

CITY OF SAN LEANDRO
NOV 22 1988
CITY CLERK'S OFFICE

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	88-226449	75-121-13-2	11/14/88

This is referred to you for processing.

WM:sft

Enclosures

cc: ~~Alice Calvert~~, Acting City Clerk
City of San Leandro
Civic Center, 835 E. 14th Street
San Leandro, CA 94577

Pro-rata check /XX/Yes/ /No Amount \$24.89
Date received 11/15/88 Date Sent to Tax Collector 11/17/88

ASSESSOR'S MAP 75

Code Area Nos. 10-001

121

Scale: 1" = 50'

RANCHO SAN LEANDRO
(J. J. Estudillo)
(Pat. Bk. A Pg. 116)

TRACT 701
(Bk. 9 Pg. 73)

121, Pg. 1

REK 7-1-50 RD
4-18-50 AM
PAGE 2
MAY 3-4-87 BY

913.27 TOX TO FORMER N.L.M. DAVIS

N.E. LINE OF TRACT 636
N. 27° 55' 07" W.
(482.0) 816.8

77A (660)

(630) BOOK

N. 72° 30' 30" E.
58.113'

1.46 Ac. ± (C.)

N. 72° 30' 30" E.
198.57'

415'

8
30,135.9 ± (P)

1
5

N. 62° 06' E.
110'

2
6

3
7

4
8

5
9

6
10

N. 65° 43' E. 118.17'

7
16,540 ±

50' S.W. LN. OF PREDIA ST.
EST. BY TRACT 701

123

PREDIA ST.

DAVIS ST.

WAYNE AVE.

120

73'

66'

ACM 10.11

WD 1

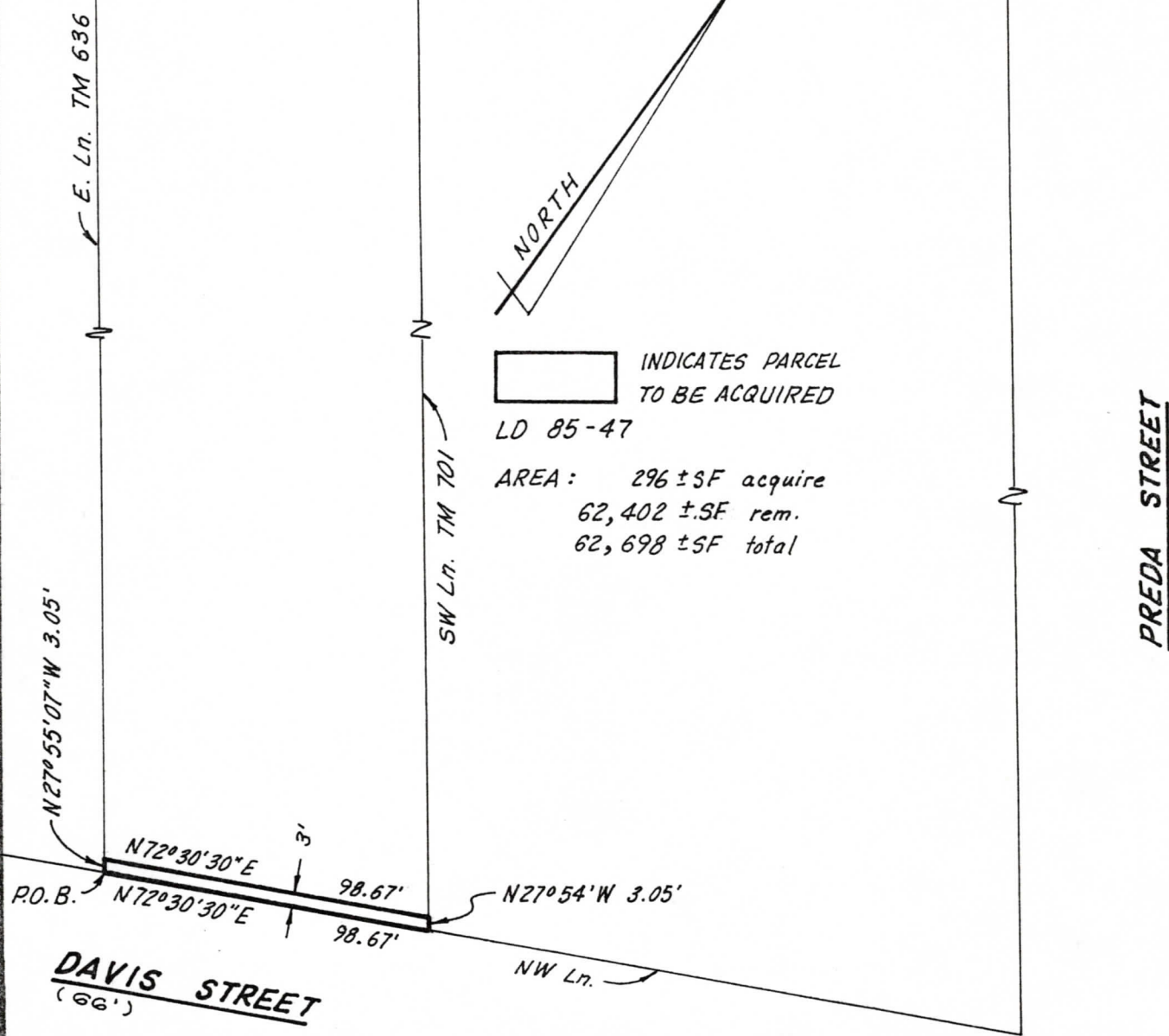
THIS IS NOT A SURVEY OF THE LAND, BUT IS COMPILED FROM DATA SHOWN BY THE PUBLIC RECORDS
PLACER TITLE COMPANY

ACQUIRED

DATE RECORDED SEPT. 7, 1988

BY INSTRUMENT NO. 88-226449

CITY CLERK FILE NO. _____



PUBLIC WORKS DEPARTMENT — CITY OF SAN LEANDRO

NO.	DATE	REVISION

ACQUISITION
DAVIS STREET WIDENING
1200 DAVIS ST.

APN 75-121-13-2 EMERALD PROP.

APPROVAL DATE _____

P. N. LONG - R.C.E. NO. 15170
 PUBLIC WORKS DIRECTOR

CHECKED BY _____

DRAWN BY DK

SCALE 1" = 50'

DWG 1023 CASE 1602