

Recorded at request of  
Grantee

87-141636

When Recorded, return to:

CITY of SAN LEANDRO

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

JUN 16 1987

CITY CLERK'S OFFICE

RECORDED at REQUEST OF  
Western Title Ins. Co.  
At 8:30 A.M.

Documentary Transfer Tax:  
EXEMPT

MAY 20 1987  
OFFICIAL RECORDS OF  
ALAMEDA COUNTY - CALIFORNIA  
RENE C. DAVIDSON  
COUNTY RECORDER

City of San Leandro  
103408

D.H.

GRANT DEED

ADELINA BRUM, also known as Adelana Brum, surviving joint tenant,

does hereby GRANT to the

CITY OF SAN LEANDRO, a municipal corporation,

the following described real property:

FOR DESCRIPTION, SEE EXHIBIT "A", ATTACHED HERETO.

It is understood that the present intention of the City of San Leandro is to construct and maintain a public highway on the lands hereinabove described, and the undersigned hereby waives any claim for any and all damages to the remaining property of which the above described parcel is a part, by reason of the location, construction or maintenance of said highway.

Assessor's No. 77A-630-81 (Por.)  
FAU No. M-5 112 ( )

IN WITNESS WHEREOF, this document is duly executed on November 19, 1985.

Adelana Brum  
Adelina Brum

87-141636

STATE OF CALIFORNIA )  
                                  ) ss  
COUNTY OF ALAMEDA )

ON THIS 19th day of November in the year One Thousand  
Nine Hundred and Eighty-five, 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 Adelina Brum

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

87-141636

This is to certify that the interest in real property conveyed by Deed or Grant,  
dated November 19, 1985, from Adelina Brum

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: 11-19-85



By: Michael A. Oliver  
Michael A. Oliver  
Deputy City Clerk

---

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

Real property in the City of San Leandro, County of Alameda, State of California, being a portion of Lot 2, Tract 632, filed July 18, 1942, in Book 8 of Maps, at pages 28 and 29, Alameda County Records, more particularly described as follows:

Beginning at the intersection of the northeastern line of Pierce Avenue, with the northwestern line of Lot 2, as said avenue and lot are shown on said tract; thence along last said line, north  $64^{\circ} 10' 45''$  east, 13.10 feet to a point on a non-tangent curve, concave to the east, having radius of 208 feet, a radial of said curve to said point bears south  $78^{\circ} 05' 18''$  west; thence along said non-tangent curve, southerly, through a central angle of  $5^{\circ} 26' 22''$ , a distance of 19.75 feet to a reverse curve, concave to the west, having a radius of 47 feet; thence along said reverse curve, southerly, through a central angle of  $20^{\circ} 43' 27''$ , a distance of 17.00 feet to a reverse curve, concave to the east, having a radius of 30 feet; thence along last said reverse curve, southerly, through a central angle of  $29^{\circ} 11' 38''$ , a distance of 15.26 feet to a cusp with the said line of Pierce Avenue, last said cusp being tangent to last said line; thence along last said line, north  $25^{\circ} 49' 15''$  west, 50 feet to the Beginning.

The above described parcel of land contains an area of 345 square feet, more or less.

LD 84-53 (Rev.1)  
Dwg. 938 Case 1602  
Davis St. Widening  
Brum  
1224 Pierce Avenue  
77A-630-81

103408

RECORDING REQUESTED BY:

1-154  
87-141637

City of San Leandro  
City Attorney's Office  
835 East 14th Street  
San Leandro, CA 94577

RECORDED at REQUEST OF  
Western Title Ins. Co.  
At 8:30 A.M.

AND WHEN RECORDED MAIL TO:

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

MAY 20 1987  
OFFICIAL RECORDS OF  
ALAMEDA COUNTY CALIFORNIA  
RENE C. DAVIDSON  
COUNTY RECORDER

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CERTIFICATE OF COMPLIANCE

Pursuant to Section 7-3-555 of the Zoning Code of the City of San Leandro, the City Manager hereby finds the following section or sections are applicable to the real property described in Exhibit A which is attached hereto and incorporated herein by this reference.

The property in question was created by a legal subdivision of land; the parcel prior to the acquisition of a portion thereof by eminent domain was conforming to the building site requirements for the applicable zoning district; and the remainder is not less than eighty percent (80%) of the required square footage at the time judgment of condemnation is entered; and/or

Any structures on the remainder were conforming to the provisions of this Chapter prior to the acquisition of a portion thereof by eminent domain and as a consequence of the take have not less than eighty percent (80%) of the required yard, setbacks or open space otherwise required under the terms of this Chapter at the time judgment of condemnation is entered; and/or

The actual number of off-street parking spaces conformed to the required number for the use in the applicable zoning district prior to the acquisition of a portion thereof by eminent domain and as a consequence of the take there are not less than fifty percent (50%) of the required number of off-street parking spaces for such use under the terms of this Chapter on the remainder (or upon adjacent real property previously used for parking in joinder with the remainder or within four hundred [400] feet, and approved pursuant to Section 7-3-521.3) at the time judgment of condemnation is entered.

DATED: Nov 19, 1985

CITY OF SAN LEANDRO, a municipal corporation

OWNER: Adelina Brum, also known as Adelana Brum

By: [Signature]  
City Manager

Attest: [Signature]  
G. L. Dennehey, City Clerk

Approved As To Form:  
[Signature]  
Steven R. Meyers, City Attorney

1 1/61

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87-141637

103408

Exhibit "A"

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

Lot 2, Tract 632, filed July 18, 1942, Map Book 8, page 28, Alameda  
County Records.

# MEMORANDUM

City of San Leandro  
Community Development Department

CITY of SAN LEANDRO

NOV 21 1985

CITY CLERK'S OFFICE

November 21, 1985

MEMO TO: City Clerk

FROM: Donna Blackman

SUBJECT: CERTIFICATE OF ACCEPTANCE 1224 PIERCE AVENUE - ADELINA BRUM

Please prepare a signed, but undated certificate of acceptance for the subject property. The acquisition of this property was approved by the City Council at its September 3, 1985, meeting. Please send the certificate to this office.

db

SUMMARY OF BASIS FOR AMOUNT ESTABLISHED AS JUST COMPENSATION  
(Gov't Code Sec. 7267.2)

OWNER: Adelina Brum

PROJECT: City of San Leandro  
Davis Street FAU No. M-5 112 ( )

PROPERTY DESCRIPTION OR ADDRESS: 1224 Pierce Avenue, San Leandro, California

PROPERTY TO BE ACQUIRED: ALL \_\_\_\_\_  
PART X INC. ACCESS RIGHT YES \_\_\_\_\_ NO X

BASIS FOR AMOUNT OF JUST COMPENSATION

The Just Compensation for the real property proposed to be acquired by the City of San Leandro is based on an appraisal of the property employing data from sales of similar properties in the same general neighborhood. The amount of Just Compensation is the appraised Market Value of the real property proposed to be acquired (and includes damages to the remaining property--if any).

Any increase or decrease in the fair market value before the date of valuation caused by the public improvement or project for which the property is to be acquired or by the likelihood that the property would be acquired for such improvement or project, other than that due to physical deterioration within the reasonable control of the owner, has been disregarded in making the determination of just compensation.

JUST COMPENSATION

Land: (345 sq. ft.)	\$ 2,400.00
Improvements: (Concrete flatwork, brick and gravel beds, landscaping, board fencing, fencing-ornamental iron w/gates)	\$ 2,200.00
Damage to remainder:	<u>9,800.00</u>
TOTAL VALUE OF REQUIRED PROPERTY IS:	\$14,400.00

ON BEHALF OF THE CITY OF SAN LEANDRO

BY: Richard B. Cord

TITLE: RIGHT OF WAY AGENT, COUNTY OF ALAMEDA

DATE: November 19, 1985

STATEMENT OF OWNER

I am aware of our rights to relocation assistance under State statutes. YES X NO \_\_\_\_\_

I have read the Statement of Just Compensation. YES X NO \_\_\_\_\_

There are persons living on the property or portion of the property being acquired. YES \_\_\_\_\_ NO X

There are businesses being conducted by others on the property or portion being acquired. YES \_\_\_\_\_ NO X

DATE: Nov. 19- 1985

OWNER: Adelina Brum



SAN LEANDRO, CALIFORNIA

NOVEMBER 19, 19 85

ADELINA BRUM

Grantor(s) \_\_\_\_\_

REAL PROPERTY PURCHASE CONTRACT - CITY OF SAN LEANDRO FAU No. M-5 112 ( )

A document in the form of a Grant Deed covering the property particularly described therein has been executed and delivered to Richard B. Gordon, Right of Way Agent, County of Alameda, acting on behalf of the City of San Leandro.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the City of San Leandro of all further obligation or claims on this account.

2. The City of San Leandro shall:

- (A) Pay the undersigned grantor(s) the sum of \$14,400.00 for the property or interest conveyed by above document when title to said property vests in the City of San Leandro, free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded), and taxes, except:
- a. Taxes for the fiscal year in which escrow closes which shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
  - b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
  - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.

- (B) Pay all escrows and recording fees incurred in this transaction and, if title insurance is desired by the City of San Leandro the premium charged therefor.
- (C) Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy any delinquent taxes due in any fiscal year except the fiscal year in which this escrow closes, together with penalties and interest thereon, and/or delinquent or non-delinquent assessments or bonds except those which title is to be taken subject to in accordance with the terms of this contract.

3. Any or all monies payable under this contract up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish grantor with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.

4. The grantor(s) shall retain possession of the property conveyed up to and including the date of recording of the deed conveying title to the City of San Leandro, upon compliance by the grantor(s) with the conditions of this contract. All rents collected by grantor(s) applicable to any period thereafter shall be paid to the City. Either party hereto collecting rents to which the other party is entitled shall forthwith pay such amount to the other as is necessary to comply with the provisions of this clause.

5. Grantor(s) warrant(s) that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the grantor(s) further agree(s) to hold the City of San Leandro harmless and reimburse the City of San Leandro for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of grantor(s) for a period exceeding one month.

6. The undersigned grantor(s) hereby agree(s) and consent(s) to the dismissal of any eminent domain action in the Superior Court wherein the herein described land is included and also waive(s) any and all claims to any money that may now be on deposit in said action.

7. It is understood and agreed that the grantor(s) shall eliminate to the satisfaction of the below-named title company the effect of the following:

None

8. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in the contract, the right of possession and use of the subject property by the City, including the right to remove and dispose of improvements, shall commence on January 1, 1986, or the close of escrow controlling this transaction, whichever occurs first and that the amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use including damages, if any from said date.

9. This transaction will be handled through an escrow with Western Title Insurance Company, 21021 Corsair Boulevard, Hayward, CA 94545, Escrow No. 103402.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Adeline Brunson

Grantor \_\_\_\_\_

RECOMMENDED FOR APPROVAL:

By: Richard B. Ford  
Right of Way Agent, County of Alameda

By: [Signature]  
Chief, Real Estate Division  
County of Alameda

APPROVED:

CITY OF SAN LEANDRO

By: [Signature]  
City Engineer

No Obligation Other Than Those Set Forth Herein Will Be Recognized.

.....

DEC 11 1986

San Leandro, Ca

CITY OF SAN LEANDRO

Dec. 19, 1986

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

ALSO:  
David Karp, Mayor of San Leandro

Mary Woods, Engineering Dept. of S.L.

Richard B. Gordon, Right of Way agent;  
County of Alameda

Re: City of San Leandro Davis Street Improvement Project  
Assessor's No. 77A-630-81 FAU No. M-5 112 ( )  
Property located at 1224 Pierce Avenue, San Leandro, California

On November 19, 1985, I Adelina Brum signed an agreement to accept \$14,400.00 for a partial release of the above mentioned property. I was to be paid within a reasonable amount of time, and as of this date I have not been paid.

Since all other property owners affected by the project have been paid, and I have not, I am hereby declaring that agreement void, and if and when you need that piece of property, we shall enter into a new negotiation.

It is my opinion that thirteen months without being paid is beyond a reasonable time. If you have decided not to acquire the above property, please have the city repair the damage done to my fence and concrete by a construction crew while excavating in front of my home.

Sincerely,

*A.F. Brum*  
A.F. Brum

SON'S NAME -

Mr. Koura }  
Mama } 352-3155

# Inbound hold up  
due to VA loan  
processing  
with new lawyer

Western Title

11/21/85

\$ 14,400

# 74122

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



Office of City Clerk 415-577-3366

January 8, 1987

Mrs. Adelina F. Brum  
1224 Pierce Avenue  
San Leandro, CA 94577

Dear Mrs. Brum:

This letter is written in response to your recent inquiry regarding the partial sale of your property at 1224 Pierce Avenue to the City of San Leandro.

You noted in your letter that you had signed an agreement to accept \$14,400 for a partial release (sale) of your property to the City on November 19, 1985. According to our records, the Finance Office prepared a check (#74122) on November 21, 1985 payable to Western Title Company for payment to the escrow account on this property. Therefore, our payment for the property was made two days after the agreement was signed.

I contacted both Western Title Company and Dick Gordon of Alameda County regarding the delay in the closing of escrow and final payment to you. I was told that the slow response on the part of the Veterans Administration, which administers your loan, in processing the necessary documents for recording the partial release on the property was the primary cause for the delay.

I understand from Mr. Gordon that he has been in continuing contact with the Veterans Administration to provide whatever paperwork is needed to expedite processing on their part, but nonetheless, progress has been slow.

I hope you understand that the City has in good faith deposited the \$14,400 payment for the property in escrow, but until the Veterans Administration completes its paperwork and approves the reconveyance, Western Title Company cannot release the payment to you.



Adelina F. Brum

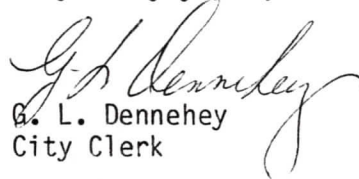
-2-

January 8, 1987

Let me assure you that the City still has every interest in acquiring the property and is equally anxious for the escrow to close so you can receive your money, and we can have title to the property frontage as agreed.

If you have further questions on this matter, please contact Rob Caughell, Administrative Assistant, Community Development Department at 577-3432.

Very truly yours,

  
G. L. Dennehey  
City Clerk

GLD:alc

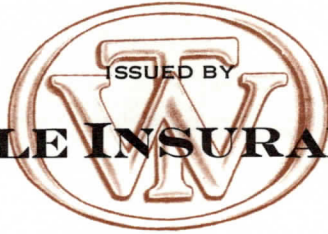
cc: Dick Randall, City Manager  
Dick Gordon, Alameda County Right-of-Way Division  
Rob Caughell, Community Development Department

ALAMEDA COUNTY  
POLICY NUMBER

S73 628473

POLICY OF TITLE INSURANCE

1224 Pierce Ave  
(Brunn)



**WESTERN TITLE INSURANCE COMPANY**

CITY of SAN LEANDRO

JUN 02 1987

CITY CLERK'S OFFICE

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.

RECEIVED

JUN 02 1987

COMMUNITY  
DEVELOPMENT

Countersigned:

*Karen K. Taylor*  
\_\_\_\_\_  
Vice President

WESTERN TITLE INSURANCE COMPANY

By

*J. W. Goings*

President

By

*Deborah Walker*

Secretary



# 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:

- the amount of insurance stated in Schedule A;
- 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
- 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 90 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:

- the actual loss of the insured claimant; or
- the amount of insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in paragraph 2 (a) hereof; or
- 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 any 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 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, 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

Amount \$14,400.00

Fee \$182.50

Date of Policy: May 20, 1987 at 8:30 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 those matters shown in Parts I and II of this Schedule:

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

6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule A, 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.

**SCHEDULE B (Continued)**

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 change in the dimensions or area of the land or any parcel of which the land is or was a part, whether or not shown by the public records at Date of Policy, or the effect of any violation of any such law, ordinance or governmental regulation, whether or not shown by the public records at Date of Policy.

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) whether or not shown by the public records at Date of Policy, but created, caused, 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.

**PART TWO**

1. 1987-88 taxes a lien, not yet due or payable.

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

The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California.

3. Covenants, conditions and restrictions embodied in the instrument recorded July 18, 1942, Book 4229 OR, Page 387;

SCHEDULE C

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:

Being a portion of Lot 2, Tract 632, filed July 18, 1942, in Book 8 of Maps, at pages 28 and 29, Alameda County Records, more particularly described as follows:

Beginning at the intersection of the northeastern line of Pierce Avenue, with the northwestern line of Lot 2, as said avenue and lot are shown on said tract; thence along last said line, north  $64^{\circ} 10' 45''$  east, 13.10 feet to a point on a non-tangent curve, concave to the east, having a radius of 208 feet, a radial of said curve to said point bears south  $78^{\circ} 05' 18''$  west; thence along said non-tangent curve, southerly, through a central angle of  $5^{\circ} 26' 22''$ , a distance of 19.75 feet to a reverse curve, concave to the west, having a radius of 47 feet; thence along said reverse curve, southerly, through a central angle of  $20^{\circ} 43' 27''$ , a distance of 17.00 feet to a reverse curve, concave to the east, having a radius of 30 feet; thence along last said reverse curve, southerly, through a central angle of  $29^{\circ} 11' 38''$ , a distance of 15.26 feet to a cusp with the said line of Pierce Avenue, last said cusp being tangent to last said line; thence along last said line, north  $25^{\circ} 49' 15''$  west, 50 feet to the beginning.

Policy No.  
S-628473

Order No.  
103408

INFLATION INDORSEMENT  
Attached to Policy No. S-628473  
Issued by  
WESTERN TITLE INSURANCE COMPANY,  
a corporation

The Company, recognizing the current effect of inflation on real property valuation and intending to provide additional monetary protection to the insured owner, hereby modifies said Policy, as follows:

1. Notwithstanding anything contained in said Policy to the contrary, the amount of insurance provided by said Policy, as stated in Schedule A thereof, is subject to cumulative annual upward adjustments in the manner and to the extent hereinafter specified.

2. "Adjustment Date" is defined, for the purpose of this Indorsement, to be 12:01 a.m. on the first January 1 which occurs more than six months after the Date of Policy, as shown in Schedule A of the Policy to which this Indorsement is attached, and on each succeeding January 1.

3. An upward adjustment will be made on each of the Adjustment Dates, as defined above, by increasing the maximum amount of insurance provided by said Policy (as said amount may have been increased theretofore under the terms of this Indorsement) by the same percentage, if any, by which the United States Department of Commerce Composite Construction Cost Index (base period 1967) for the month of September immediately preceding exceeds such Index for the month of September one year earlier; provided, however, that the maximum amount of insurance in force shall never exceed 150% of the amount of insurance stated in Schedule A of said Policy, less the amount of any claim paid under said Policy which, under the terms of the Conditions and Stipulations, reduces the amount of insurance in force. There shall be no annual adjustment in the amount of insurance for years in which there is no increase in said Construction Cost Index.

4. In the settlement of any claim against the Company under said Policy, the amount of insurance in force shall be deemed to be the amount which is in force as of the date on which the insured claimant first learned of the assertion or possible assertion of such claim, or as of the date of receipt by the Company of the first notice of such claim, whichever shall first occur.

For the purpose of this Indorsement the term "insured owner" is defined as any insured described in paragraph 3. of Schedule A and, subject to any rights or defenses the Company may have had under said Policy and all indorsements, such insured's heirs, distributees, devisees, survivors, personal representatives or next of kin.

Nothing herein contained shall be construed as extending or changing the effective date of said Policy.

This indorsement is made a part of said policy and is subject to the Schedules, Conditions and Stipulations therein, except as modified by the provisions hereof.

Dated: May 20, 1987

At: 8:30 o'clock a.m.

WESTERN TITLE INSURANCE COMPANY

By  Vice-President

NOTE: In connection with a future application for title insurance covering said land, reissue credit on premium charges (if applicable at all) will be allowed only upon the original face amount of insurance as stated in Schedule A of said Policy.



CITY of SAN LEANDRO

JUN 23 1987

CITY CLERK'S OFFICE

OFFICE OF THE  
CLERK, BOARD OF SUPERVISORS

In reply, refer to CT 87-107

DATE: JUNE 22, 1987  
TO: ASSESSOR, ATTN: SEICHI YOSHIURA  
FROM: CLERK, BOARD OF SUPERVISORS  
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	87-141636	77A-630-81	6/16/87

This is referred to you for processing.

WM:yfc

Enclosure

cc G L Dennehey ✓  
City Clerk  
City of San Leandro  
835 East 14th Street  
San Leandro CA 94577

Pro-rata check / /Yes/XX/No      Amount \$ \_\_\_\_\_  
Date received \_\_\_\_\_ Date Sent to Tax Collector \_\_\_\_\_



FILED JULY 18, 1942  
 MAP BOOK 8 AT PAGES 28+29  
 ALAMEDA COUNTY RECORDS.

**TRACT 632**  
 SAN LEANDRO  
 ALAMEDA COUNTY CALIF.