

RECORDING REQUESTED

AND WHEN RECORDED MAIL TO

NAME CITY OF SAN LEANDRO  
ADDRESS Public Works Dept.  
835 East 14th Street  
CITY & STATE San Leandro, CA 94577

RECORDED at REQUEST OF  
Western Title Guaranty Co.  
At 10:30 A.M.  
NOV 13 1979  
OFFICIAL RECORDS OF  
ALAMEDA COUNTY, CALIFORNIA  
RENE C. DAVIDSON  
COUNTY RECORDER

001

Title Order No. \_\_\_\_\_ Escrow No. \_\_\_\_\_

DH

MAIL TAX STATEMENTS TO

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY & STATE \_\_\_\_\_

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Documentary transfer tax \$..... NONE  
 Computed on full value of property conveyed, or  
 Computed on full value less liens and encumbrances  
remaining thereon at time of sale.

..... H. Jan W.T. .....  
Signature of declarant or agent determining tax—firm name

SL-828251 6

**Individual Grant Deed**

WESTERN TITLE FORM NO. 104

FOR VALUE RECEIVED, HERMINE MELVINA MAY, a widow

GRANT s to THE CITY OF SAN LEANDRO, a Municipal Corporation

all that real property situate in the City of San Leandro

County of Alameda, State of California, described as follows:

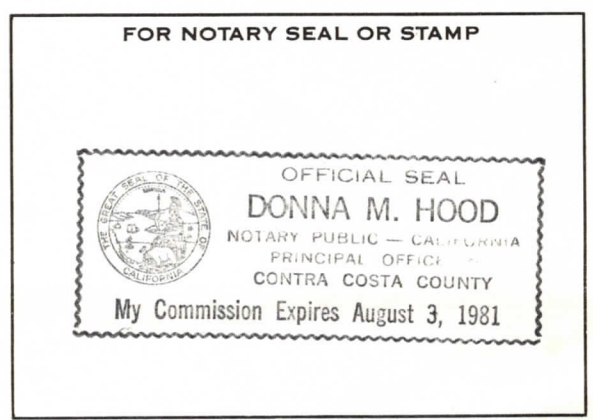
See Exhibit "A" attached hereto and made a part hereof.

Dated October 9 1979

Hermine Melvina May  
HERMINE MELVINA MAY

STATE OF CALIFORNIA }  
County of Contra Costa } ss.  
On Oct. Nov 8, 1979, before me, the undersigned,  
a Notary Public, in and for said State, personally appeared  
Hermine Melvina May  
known to me to be the person whose name is  
subscribed to the within instrument, and acknowledged to me that  
she executed the same.

Donna M. Hood  
Notary Public



# Individual Grant Deed

CITY OF SAN LEANDRO

DEC 18 1979

CITY CLERK'S OFFICE



WESTERN TITLE INSURANCE  
COMPANY

1510 Webster Street  
P. O. Box 447  
Oakland, California 94604  
893-8100 (Area Code 415)

## WESTERN TITLE INSURANCE COMPANY

### BRANCH AND AFFILIATED OFFICES

COUNTY	ADDRESS	CITY
Alameda	1510 Webster Street	OAKLAND
	875 Island	Alameda
	2148 Center Street	Berkeley
	1752 Solano Avenue	Berkeley
	37217 Fremont Blvd.	Fremont
	1165 "A" Street	Hayward
Amador	2115 First Street	Livermore
	159 Parrott Street	San Leandro
	45 Summit Street	JACKSON
Butte	1909 Bird Street	OROVILLE
	194 East Sixth Street	Chico
	6402 Skyway	Paradise
Colusa	250 Fifth Street	COLUSA
Contra Costa	1401 No. Broadway	WALNUT CREEK
	17th and "A" Streets	Antioch
	3585 Clayton Road	Concord
	319 Diablo Road	Danville
	3631 Mt. Diablo Blvd.	Danville
	821 Main Street	Lafayette
	6 Bryant Way	Martinez
	759 Appian Way	Orinda
	12962 San Pablo Avenue	Pineole
		Richmond
Del Norte	501 "H" Street	CRESCENT CITY
El Dorado	573 Main Street	PLACERVILLE
	974 Bal Bijou Road	South Lake Tahoe
	4111 Cameron Park Drive	Shingle Springs
Fresno	2300 Civic Center Square	FRESNO
	222 West Shaw Avenue	Fresno
	1630 East Shaw Avenue	Fresno
	145 Shaw Avenue	Clovis
Glenn	250 West Sycamore Street	WILLOWS
Humboldt	404 "H" Street	EUREKA
Kings	109 West Eighth Street	HANFORD
Lake	180 Third Street	LAKEPORT
	14280 Lakeshore Drive	Clearlake Highlands
Lassen	145 South Lassen Street	SUSANVILLE
Madera	126 North "B" Street	MADERA
Marin	2nd and "A" Streets	SAN RAFAEL
	328 Miller Avenue	Mill Valley
	1400 Grant Avenue	Novato
Mendocino	101 North State Street	UKIAH
	107 Cypress Street	Fort Bragg
	1454 South Main Street	Willits
Merced	602 West 20th Street	MERCED
	2675 Alabama Street	Atwater
Modoc	108 Modoc Street	ALTURAS
Monterey	118 West Gabilan Street	SALINAS
	26388 Carmel Rancho Lane	Carmel
	198 Bonifacio Place	Monterey
Napa	707 Randolph Street	NAPA
Nevada	Church and Neal Streets	GRASS VALLEY
	11721 Nevada City Highway	Grass Valley
	Old Highway 40	Truckee
Orange	501 Civic Center Drive West	SANTA ANA
	1717 E. Lincoln Avenue	Anaheim
	111 W. Bastanchury Road	Fullerton
	12442 Brookhurst Street	Garden Grove
	21062 Brookhurst Street	Huntington Beach
	18090 Beach Blvd.	Huntington Beach
	25255 Cabot Road	Laguna Hills
	567 San Nicolas Drive	Newport Beach
Placer	120 Center Street	AUBURN
	203-A Sunrise Blvd.	Roseville
	855 Northlake Blvd.	Tahoe City
	3111 Sunset Blvd.	Rocklin

## WESTERN TITLE INSURANCE COMPANY

### BRANCH AND AFFILIATED OFFICES

COUNTY	ADDRESS	CITY
Plumas	Court and Jackson Streets	QUINCY
	Almanor Branch - Route 1, Box 202	Westwood
Riverside	6600 Magnolia Avenue	RIVERSIDE
	2484 Hamner Avenue	Norco
	73-871 Highway 111	Palm Desert
	700 E. Tahquitz McCallum Way	Palm Springs
Sacramento	919 - 8th Street	SACRAMENTO
	2130 Capitol Avenue	Sacramento
	3609 Marconi Avenue	Sacramento
	425 Watt Avenue	Sacramento
	6617 Madison Avenue	Carmichael
	8788 Elk Grove Blvd.	Elk Grove
5330 Primrose Drive	Fair Oaks	
San Benito	378 - 5th Street	HOLLISTER
San Bernardino	195 N. Arrowhead Avenue	SAN BERNARDINO
	12588 Central Avenue	Chino
	330 South State Highway 173	Lake Arrowhead
	5825 Adobe	Twentynine Palms
	1031 W. Foothill Blvd.	Upland
	14252 St. Andrews	Victorville
	35242 Yucaipa Blvd.	Yucaipa
7326 Acoma Trail	Yuca Valley	
San Francisco	350 Bush Street	SAN FRANCISCO
	5059 Geary Boulevard	Geary Boulevard Office
	26 Ocean Avenue	Mission Office
San Joaquin	27 Hunter Square Plaza	STOCKTON
	4502 No. Pershing Avenue	Stockton
	307 E. Yosemite Avenue	Manteca
	804 West Lodi Avenue	Lodi
San Mateo	840 Middlefield Road	REDWOOD CITY
	235 Park Road	Burlingame
	441 South El Camino Real	San Mateo
	1630 El Camino Real	San Bruno
Santa Clara	70 No. Second Street	SAN JOSE
	1645 Willow Street	San Jose
	7877-C Wren Avenue	Gilroy
	142 Main Street	Los Altos
	210 Almadra Avenue	Los Gatos
304 S. Abel	Milpitas	
725 University Avenue	Palo Alto	
525 W. Remington Drive	Sunnyvale	
Santa Cruz	115 Cooper Street	SANTA CRUZ
	9063-C Soquel Drive	Aptos
	12788 Highway 9	Boulder Creek
	712 E. Lake Avenue	Watsonville
Shasta	1505 Court Street	REDDING
	2004 Hilltop Drive	Redding
	1295 Main Street	Burney
Solano	825 Webster Street	FAIRFIELD
	524-A Merchant Street	Vacaville
	1726 Tennessee Street	Vallejo
Sonoma	610 Seventh Street	SANTA ROSA
	124 North Street	Healdsburg
	150 E. Cotati Avenue	Cotati
Stanislaus	826 - 12th Street	MODESTO
	1230 E. Orangeburg Avenue	Modesto
	130 South Third Street	Oakdale
	1560 Geer Road	Turlock
Sutter	512 Second Street	YUBA CITY
Tehama	705 Jefferson Street	RED BLUFF
Trinity	228 Main Street	WEAVERVILLE
Tulare	1616 West Mineral King Avenue	VISALIA
	165 North "D" Street	Porterville
Tuolumne	189 So. Washington Street	SONORA
Ventura	2807 Loma Vista Road	VENTURA
	2427 No. Sycamore Drive	Simi Valley
	223 Thousand Oaks Blvd.	Thousand Oaks
Yolo	2nd and Court Streets	WOODLAND
	2nd and "E" Streets	Davis
Yuba	120 Fifth Street	MARYSVILLE

## EXHIBIT A.

Real property in City of San Leandro, County Alameda, State of California being a portion of Lot 19, as said lot is shown on the map of Estudillo Park, filed January 31, 1911 in Map Book 26, at Page 7, Alameda County Records, and being further described as follows:

## PARCEL 1 (TAKE)

Commencing at the intersection of the northeast line of Washington Avenue (formerly Watkins Street), with the south line of Halcyon Drive (formerly Holland Avenue), as said street and avenue are shown on the said map of Estudillo Park; thence along the said south line of Halcyon Drive, East 56.46 feet to the northeast line of the parcel of land from Jack Russell and Hermine Melvina May to the City of San Leandro, recorded January 5, 1962 on Reel 488 at Images 215 and 216, Alameda County Records; thence along the last said line south  $27^{\circ} 44'$  east 35.96 feet to a point on the southeast line of the said parcel from May to the City of San Leandro, said point being the TRUE POINT OF BEGINNING; thence continuing south  $27^{\circ} 44'$  east, 14.80 feet to a point on a nontangent curve concave to the south, having a radius of 45.00 feet (a radial line of said curve to said point bears  $N36^{\circ} 42' 57''$  W); thence westerly, southwesterly along the said nontangent curve, through a central angle of  $65^{\circ} 19' 15''$ , a distance of 51.30 feet to a point of cusp with a nontangent curve concave to the east, having a radius of 112 feet (a radial line of the last said curve to the said point of cusp bears south  $72^{\circ} 11' 37''$  west); thence northerly and northeasterly along the last said curve through a central angle of  $11^{\circ} 42' 14''$  a distance of 22.88 feet, to a tangent curve concave to the southeast, having a radius of 41.00 feet; thence northeasterly along the last said tangent curve through a central angle of  $57^{\circ} 04' 49''$  a distance of 40.85 feet to the TRUE POINT OF BEGINNING.

The above described parcel of land contains 428 square feet, more or less.

## PARCEL 2 (EXCESS)


Commencing at the said intersection of Halcyon Drive and Washington Avenue; thence along the said northeast line of Washington Avenue south  $27^{\circ} 44'$  east, 128.61 feet; thence north  $62^{\circ} 16'$  east, 12.00 feet to the TRUE POINT OF BEGINNING; thence north  $27^{\circ} 44'$  west 7.13 feet to a tangent curve concave to the northeast, having a radius of 45.00 feet; thence northwesterly along the last said curve, through a central angle of  $15^{\circ} 41' 48''$ , a distance of 12.33 feet, to a point of cusp with a nontangent curve concave to the east, having a radius of 112.00 feet (a radial line of the last said curve to the said point of cusp bears south  $72^{\circ} 11' 37''$  west); thence southerly along the last said curve, through a central angle of  $9^{\circ} 55' 37''$ , a distance of 19.40 feet, to the TRUE POINT OF BEGINNING.

The above described parcel of land contains 4 square feet, more or less.

This is to certify that the interest in real property conveyed by Deed or Grant, dated October 9, 1979, from Hermine Melvina May

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: November 12, 1979

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



TO WHOM THESE PRESENTS SHALL COME, I, KATHERINE M. MOSE, City Clerk of the City of San Joaquin, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the files of the City of San Joaquin, California, and that the same is a true and correct copy of the original as the same appears in the files of the City of San Joaquin, California.

# CITY OF SAN LEANDRO

1-044

## INTEROFFICE MEMO

TO City Clerk DATE January 9, 1980  
FROM Curt Luck, Assistant Public Works Director  
SUBJECT Release - 14400-14412 Washington Avenue

Attached please find the Release for the subject property for your files.

*Curt Luck*  
*aj*

CL/aj  
Attach.

CITY OF SAN LEANDRO

JAN 11 1980

CITY CLERK'S OFFICE

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The above described parcel of land contains 4 square feet, more or less.

14400-14412 Washington

79-229065

149

When Recorded return to:  
CITY OF SAN LEANDRO  
Public Works Dept.  
835 East 14th Street  
San Leandro, CA 94577  
SL-828251

RELEASE

I, NICK HONDIUK, in consideration for compensation of \$450.00  
for the value of my leasehold interest and other property rights  
in that real property described as follows:

SEE EXHIBIT A ATTACHED HERETO

79-229065

RECORDED at REQUEST OF  
Western Title Guaranty Co.  
At 10:30 A.M.  
NOV 13 1979  
OFFICIAL RECORDS OF  
ALAMEDA COUNTY, CALIFORNIA  
RENE C. DAVIDSON  
COUNTY RECORDER

JH

do hereby release and hold harmless the City of San Leandro  
and HERMINE M. MAY from any and all claims for damages or other  
compensation arising out of the acquisition of a portion of  
the above described property for street and highway purposes.

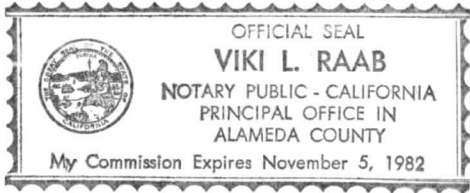
DATED: July 24, 1979

Nick Hondiuk  
Nick Hondiuk

State of California  
County of Alameda

} SS

On this 5th day of October in the year One Thousand  
Nine Hundred and seventy nine before me Viki L. Raab  
a Notary Public in and for the County of Alameda, State of California, residing therein, duly  
commissioned and sworn, personally appeared  
NICK HONDIUK



known to me to be the person described in and whose name is subscribed to the  
within instrument,  
and he acknowledged to me that he executed the same

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal,  
the day and year in this certificate first above written.

Viki L. Raab Notary Public  
In and for said County of Alameda, State of California

GENERAL ACKNOWLEDGMENT  
My Commission Expires  
Form NF26X-1a PICA, Oakland, Calif.



O P T I O N

IN CONSIDERATION OF TEN AND NO/100----- (\$ 10.00 ) DOLLARS,  
THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, I HEREBY GIVE TO The CITY OF  
SAN LEANDRO, a Municipal Corporation ----- HEREINAFTER REFERRED  
TO AS OPTIONEE, THE OPTION OF BUYING, FOR THE FULL PRICE OF TWO THOUSAND AND  
NO/100----- (\$ 2,000.00 ) DOLLARS,  
THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN THE CITY OF San Leandro  
COUNTY OF Alameda -----, STATE OF CALIFORNIA, AND MORE PARTICULARLY  
DESCRIBED AS FOLLOWS, TO WIT: SEE EXHIBIT A ATTACHED HERETO -----

-----  
-----  
OPTIONEE SHALL HAVE THE RIGHT TO CLOSE THIS APPLICATION AT ANY TIME WITHIN  
90 days FROM DATE HEREOF, AND I AGREE TO EXECUTE AND DELIVER TO  
OPTIONEE, OR TO ANY ONE NAMED BY OPTIONEE, A GOOD AND SUFFICIENT GRANT DEED. ON  
EXECUTION OF SAID DEED I AM TO BE PAID THE FURTHER SUM OF ONE THOUSAND NINE  
HUNDRED NINETY AND NO/100----- (\$ 1,990.00 ) DOLLARS, IN FULL PAYMENT  
OF THE PURCHASE PRICE OF SAID REAL PROPERTY: BUT IF SAID OPTION IS NOT CLOSED  
WITHIN 90 days FROM DATE HEREOF, I AM TO RETAIN THE SAID SUM OF  
TEN AND NO/100 - - (\$ 10.00 ) DOLLARS, SO PAID AS AFORESAID, AS LIQUIDATED  
DAMAGES. IF SAID OPTION IS CLOSED WITHIN THE SAID 90 days -----, THE  
AMOUNT PAID AS AFORESAID IS TO BE APPLIED TOWARDS THE PURCHASE PRICE. TIME IS  
OF THE ESSENCE OF THIS CONTRACT.

DATED THIS 20th DAY OF July ----- 19 79 .

Hermine Melrose May  
-----  
-----  
-----

STATE OF CALIFORNIA)  
COUNTY OF ALAMEDA ) SS

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_\_\_, BEFORE ME, THE UNDERSIGNED  
NOTARY PUBLIC, PERSONALLY APPEARED

KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHOSE NAME \_\_\_\_\_ SUBSCRIBED  
TO AND WHO EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT \_\_\_\_\_  
EXECUTED THE SAME.

-----  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

RELEASE

I, NICK HONDIUK, in consideration for compensation of \$450.00 for the value of my leasehold interest and other property rights in that real property described as follows:

SEE EXHIBIT A ATTACHED HERETO

EXHIBIT A

do hereby release and hold harmless the City of San Leandro and HERMINE M. MAY from any and all claims for damages or other compensation arising out of the acquisition of a portion of the above described property for street and highway purposes.

DATED: July 24, 1979

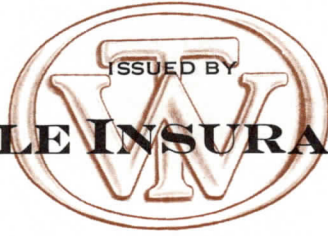
Nick Hondiuk

*included in 14400-14412  
Washington Ave.*

ALAMEDA COUNTY  
POLICY NUMBER

**S73 368441**

**POLICY OF TITLE INSURANCE**



**WESTERN TITLE INSURANCE COMPANY**

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:

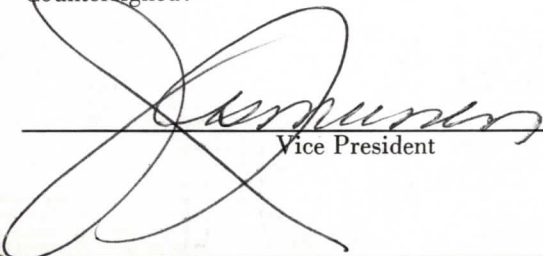
1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Unmarketability of such title; or
4. Any lack of the ordinary right of an abutting owner for access to at least one physically open street or 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

By  President

By  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:

(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 thereof 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 Main Office, 350 Bush Street, San Francisco, California 94104.

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

SCHEDULE A

EPM  
Policy Number S 368441

Fee \$ 77.00

Order Number SL-828251

Amount \$ 2,000.00

Date of Policy November 13, 1979 at 10:30 o'clock a. m.

1. Name of Insured:

THE 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 as to Parcel 1;  
AN EASEMENT as to Parcel 2.

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

THE 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 S 368441

Order Number SL-828251

SCHEDULE B (Continued)

PART TWO

1979-80: Taxes

Co. Acct. No.: 77C-1310-1-11 Tracer No. 173364-3

Code Area: 10-034

1st Install. \$171.68 PAID includes \$3.25 for Flood Benefit

2nd Install. \$171.68 UNPAID includes \$3.25 for Flood Benefit

Re: \$5,825.00

Imp: \$1,500.00

Exempt: None

"Together with such additional amounts which may be assessed within the guidelines defined in Chapters 49 and 242 of the Statutes of 1979 of the State of California."

## SCHEDULE C

The land referred to in this Policy is described as:

Real property in the City of San Leandro, County of Alameda, State of California being a portion of Lot 19, as said lot is shown on the map of Estudillo Park, filed January 31, 1911 in Map Book 26, at Page 7, Alameda County Records, and being further described as follows:

## PARCEL 1: (TAKE)

Commencing at the intersection of the northeast line of Washington Avenue (formerly Watkins Street), with the south line of Halcyon Drive (formerly Holland Avenue), as said street and avenue are shown on the said map of Estudillo Park; thence along the said south line of Halcyon Drive, East 56.46 feet to the northeast line of the parcel of land from Jack Russell and Hermine Melvina May to the City of San Leandro, recorded January 5, 1962 on Reel 488 at Images 215 and 216, Alameda County Records; thence along the last said line south  $27^{\circ} 44'$  east 35.96 feet to a point on the southeast line of the said parcel from May to the City of San Leandro, said point being the TRUE POINT OF BEGINNING; thence continuing south  $27^{\circ} 44'$  east, 14.80 feet to a point on a nontangent curve concave to the south, having a radius of 45.00 feet (a radial line of said curve to said point bears  $N36^{\circ} 42' 57''$  W); thence westerly, southwesterly along the said nontangent curve, through a central angle of  $65^{\circ} 19' 15''$ , a distance of 51.30 feet to a point of cusp with a nontangent curve concave to the east, having a radius of 112 feet (a radial line of the last said curve to the said point of cusp bears south  $72^{\circ} 11' 37''$  west); thence northerly and northeasterly along the last said curve through a central angle of  $11^{\circ} 42' 14''$  a distance of 22.88 feet, to a tangent curve concave to the southeast, having a radius of 41.00 feet; thence northeasterly along the last said tangent curve through a central angle of  $57^{\circ} 04' 49''$  a distance of 40.85 feet to the TRUE POINT OF BEGINNING.

The above described parcel of land contains 428 square feet, more or less.

## PARCEL 2: (EXCESS)

Commencing at the said intersection of Halcyon Drive and Washington Avenue; thence along the said northeast line of Washington Avenue south  $27^{\circ} 44'$  east, 128.61 feet; thence north  $62^{\circ} 16'$  east, 12.00 feet to the TRUE POINT OF BEGINNING; thence north  $27^{\circ} 44'$  west 7.13 feet to a tangent curve concave to the northeast, having a radius of 45.00 feet; thence northwesterly along the last said curve, through a central angle of  $15^{\circ} 41' 48''$ , a distance of 12.33 feet, to a point of cusp with a nontangent curve concave to the east, having a radius of 112.00 feet (a radial line of the last said curve to the said point of cusp bears, south  $72^{\circ} 11' 37''$  west); thence southerly along the last said curve, through a central angle of  $9^{\circ} 55' 37''$ , a distance of 19.40 feet, to the TRUE POINT OF BEGINNING.

The above described parcel of land contains 4 square feet, more or less.

INFLATION INDORSEMENT

Attached to Policy No. S 368441

Order Number  
SL-828251

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.

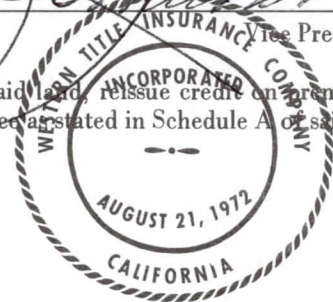
This Indorsement is made a part of said Policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

Dated: **November 13, 1979**  
At: **10:30 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

## INTEROFFICE MEMO

TO City Clerk ✓ DATE Aug. 16, 1979  
FROM Public Works  
SUBJECT Certificate of Acceptance - 14400 Washington Ave.

Please prepare a signed but undated Certificate of Acceptance for the subject property. Acquisition of the property was approved by the City Council on Aug. 6, 1979 in connection with the Halcyon Drive Widening project.

*Alice*

20 August 1979

Attached as requested.

*h-*

CITY OF SAN LEANDRO

AUG 17 1979

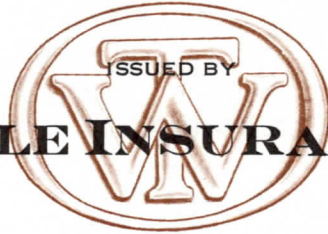
CITY CLERK'S OFFICE

included in 14400-14412  
Washington Ave.

ALAMEDA COUNTY  
POLICY NUMBER

**S73 367313**

**POLICY OF TITLE INSURANCE**



**WESTERN TITLE INSURANCE COMPANY**

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:

M. E. Dean  
Vice President

WESTERN TITLE INSURANCE COMPANY  
 INCORPORATED  
 AUGUST 21, 1902  
 CALIFORNIA

By R. H. Minton President  
 By J. L. Goings 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:

- (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 Main Office, 350 Bush Street, San Francisco, California 94104.

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

SCHEDULE A

EPM

Policy Number S 367313

Fee \$ 82.00

Order Number SL-828250

Amount \$ 3,000.00

Date of Policy September 18, 1979 at 10:30 o'clock a.m.

1. Name of Insured:

CITY OF SAN LEANDRO,  
a Municipal Corporation of the State of California

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 of the  
State of California

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.

SCHEDULE B (Continued)

PART TWO

- 1- 1979-80 taxes a lien, not yet payable.
- 2- Condition contained in the deed from Southern Pacific Land Company, recorded September 18, 1979, Series No. 185974, as follows:

Grantor excepts from the property hereby conveyed that portion thereof lying below a depth of 500 feet, measured vertically, from the contour of the surface of said property; however, Grantor or its successors and assigns shall not have the right for any purpose whatsoever to enter upon, into or through the surface of said property or any part thereof lying between said surface and 500 feet below said surface.

## SCHEDULE C

The land referred to in this Policy is described as:

Real property in the City of San Leandro, County of Alameda, State of California, being a portion of Lot 19, as said lot is shown on the map of Estudillo Park, filed January 31, 1911, in Map Book 26, at Page 7, Alameda County Records, and being further described as follows:

Commencing at the intersection of the northeast line of Washington Avenue (formerly Watkins Street) with the south line of Halcyon Drive (formerly Holland Avenue), as said street and avenue are shown on the said map of Estudillo Park; thence along the said south line of Halcyon Drive East 109.67 feet, to the southwest line of the Southern Pacific Railroad right of way (100 feet wide), as said right of way is shown on the said map; thence along the said southwest line south  $42^{\circ}22'$  east 22.59 feet to a point on the south line of that parcel from Southern Pacific Company, et al., to the City of San Leandro, recorded August 10, 1964, on Reel 1282 at Image 738, Alameda County Records, said point being the TRUE POINT OF BEGINNING; thence continuing along the said southwest line, south  $42^{\circ}22'$  east 26.14 feet; thence West, 35.52 feet to a tangent curve concave to the south, having a radius of 45.00 feet; thence westerly and southwesterly along said tangent curve, through a central angle of  $36^{\circ}42'57''$ , a distance of 28.84 feet to the southwest line of the parcel from E. J. Holland to Central Pacific Railroad Company, recorded February 9, 1931, in Book 2556 at Pages 53 and 54, Alameda County Records; thence along the last said line north  $27^{\circ}44'$  west 14.80 feet to a point on a nontangent curve concave to the south, having a radius of 41.00 feet (a radial line of said curve to said point bears north  $39^{\circ}01'20''$  West), said nontangent curve being the south line of the said parcel from Southern Pacific to the City of San Leandro; thence easterly along the last said curve, through a central angle of  $23^{\circ}54'26''$  a distance of 17.11 feet to a tangent curve, concave to the south, having a radius of 292.00 feet; thence easterly along the last said curve through a central angle of  $7^{\circ}19'38''$  a distance of 37.34 feet to the TRUE POINT OF BEGINNING.

Grantor excepts from the property hereby conveyed that portion thereof lying below a depth of 500 feet, measured vertically, from the contour of the surface of said property.

INFLATION INDORSEMENT

Attached to Policy No. S 367313

Order Number  
SL-828250

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: September 18, 1979  
At: 10:30 a.m.

WESTERN TITLE INSURANCE COMPANY

By *M. S. [Signature]* 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.



MAY 20 1980

1-044

REEL..... IMAGE.....

Approved as to Form  
RICHARD J. MOORE, County Counsel

By ..... Deputy

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

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

THE FOLLOWING RESOLUTION WAS ADOPTED: C A N C E L T A X E S NUMBER **187228**

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

**77C-1310-1-11 WOP (1979-1980)**

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

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

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

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

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

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

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

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

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

RICHARD J. MOORE  
County Counsel for the County of Alameda,  
State of California

By T. J. Fennous  
Deputy County Counsel for the County of Alameda,  
State of California



CONSENT OF THE CITY ATTORNEY OF THE CITY OF SAN LEANDRO

COUNTY OF ALAMEDA, STATE OF CALIFORNIA

The City Attorney of the City of San Leandro, County of Alameda, State of California, hereby consents to the cancellation of all uncollected city taxes or assessments and penalties or costs thereon, charged or levied and now a lien upon the real property heretofore described, and as shown on that certain deed duly recorded in the Office of the Recorder of Alameda County.

Steven R. Meyer  
City Attorney for the City of San Leandro  
County of Alameda, State of California

I CERTIFY THAT THE FOREGOING IS A CORRECT  
COPY OF A RESOLUTION ADOPTED BY THE  
BOARD OF SUPERVISORS ALAMEDA COUNTY,  
CALIFORNIA  
MAY 20 1980

ATTEST:

William Mehrwein  
WILLIAM MEHRWEIN, CLERK OF  
THE BOARD OF SUPERVISORS

*[Handwritten Signature]*  
THE BOARD OF SUPERVISORS  
MATTIAM WENHAMEN' STEEK OF  
VITERRA'

WMA S O 1200  
WMA S O 1200  
BOARD OF SUPERVISORS VITAMEDIA COMIDA'  
COPY OF A RESOLUTION ADOPTED BY THE  
I CERTIFY THAT THE FOREGOING IS A CORRECT

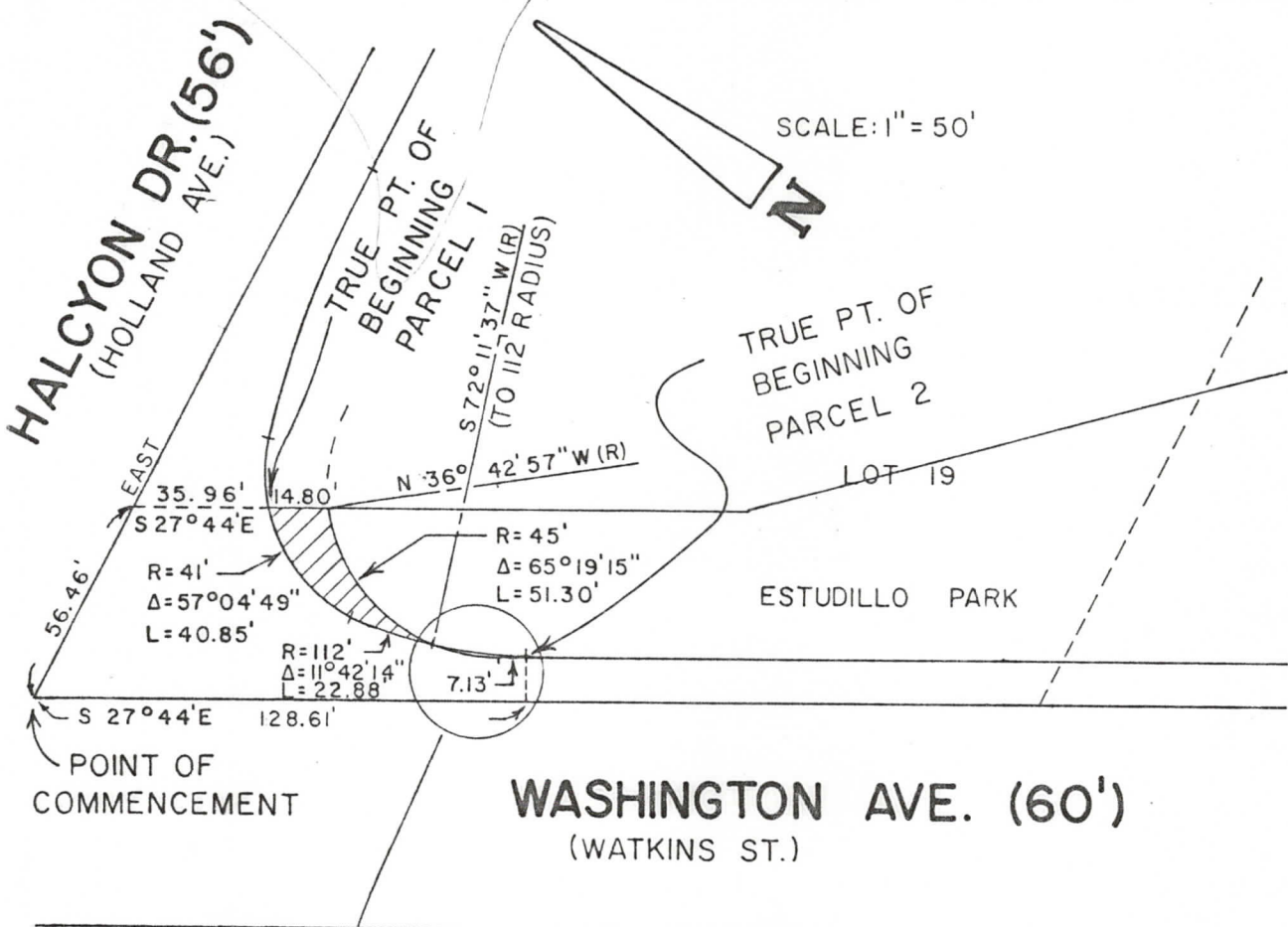
COMIDA' OF VITAMEDIA' STATE OF CALIFORNIA  
OFFICE VERIFIED FOR THE CITY OF SAN FRANCISCO  
WMA S O 1200

any records in the office of the recorder of viterra county.  
when the last foregoing resolution described and as shown on this certificate  
of transmission and benefits of course provided and as shown on this certificate  
certificates refer to the collection of all unnecessary city taxes  
the city officials of the city of san francisco, county of viterra, state of

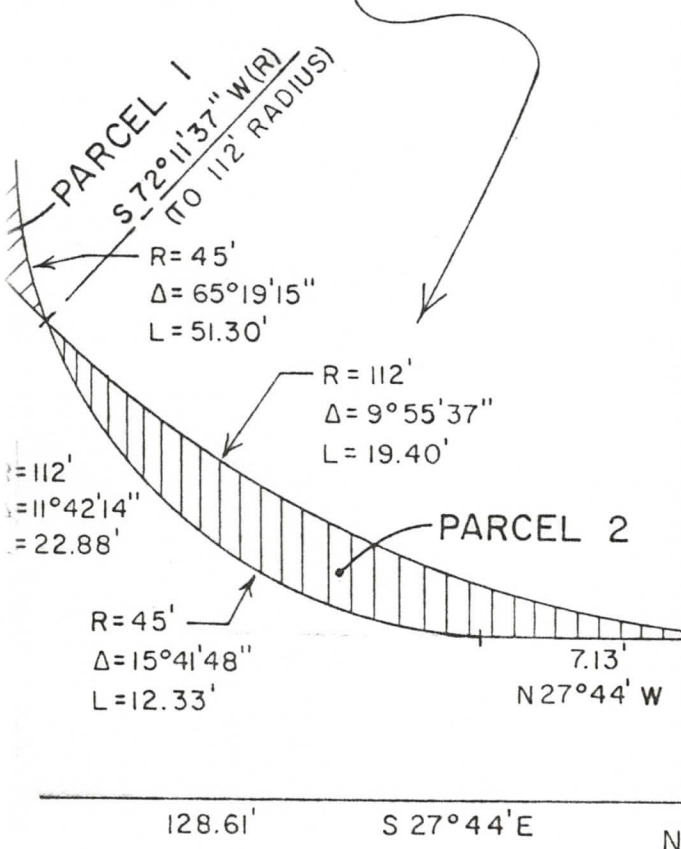
COMIDA' OF VITAMEDIA' STATE OF CALIFORNIA  
COMIDA' OF THE CITY VITAMEDIA OF THE CITY OF SAN FRANCISCO

1-044

BY G R G DATE 4-28-77 SUBJECT HALCYON DRIVE PLAN LINE SHEET NO. 1 OF 1  
 CHKD. BY RMS DATE 4-28-77 JOB NO. \_\_\_\_\_  
 77C-1310-1-II MAY



ACQUIRED  
 BY 79-229066  
 DATE OCT. 9, 1979  
 PLOTTED 1-29-80  
 CITY ENGINEERING 1-044



INDICATES PARCEL TO BE ACQUIRED

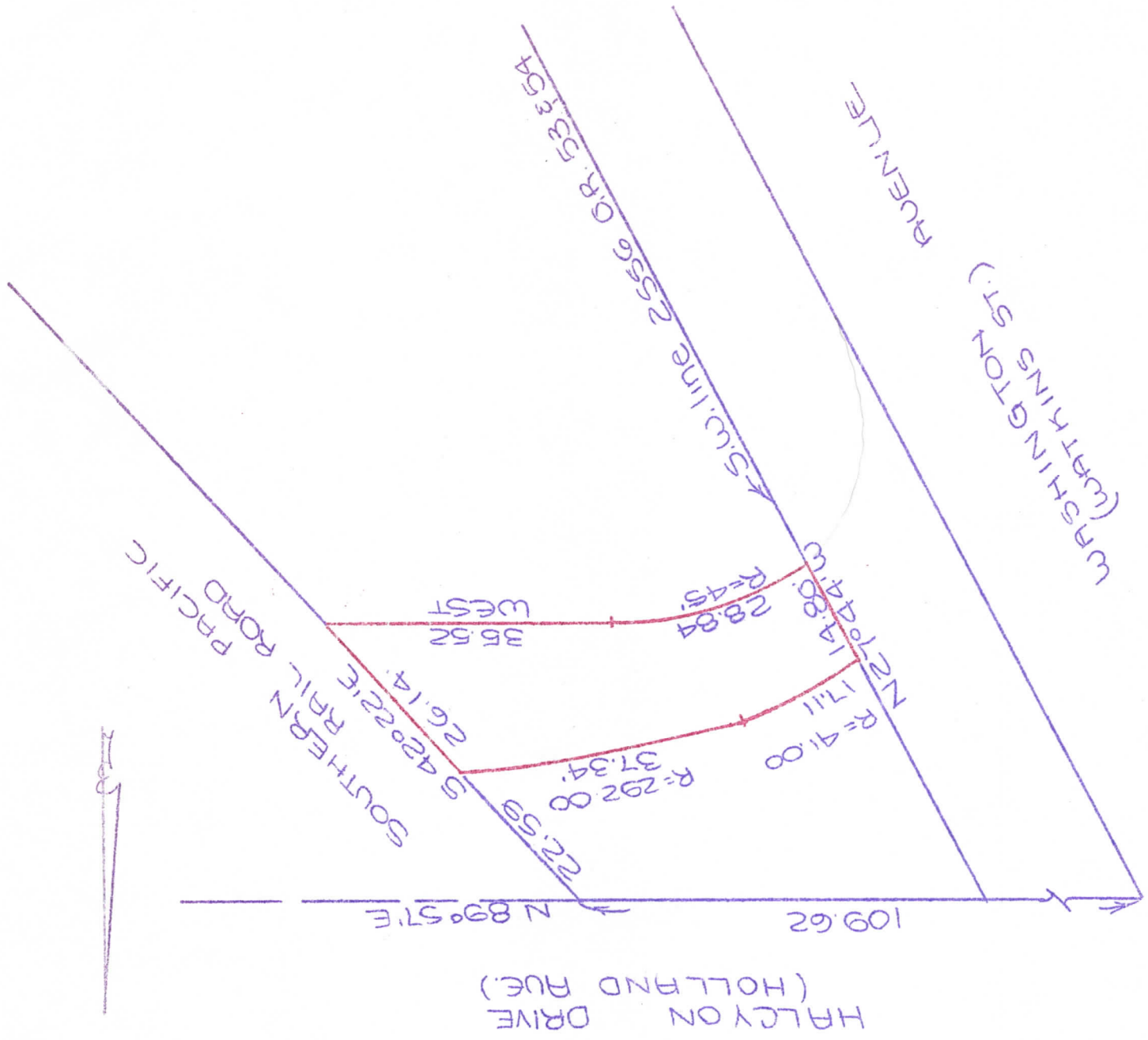
INDICATES EXCESS PARCEL

LD 77-12

AREA = 428± SQ FT PARCEL 1 (TAKE)

= 4± SQ FT PARCEL 2 (EXCESS)

REFERENCE  
 DWG. 169 CASE 1602



A vertical line with a double-headed arrow, possibly indicating a specific distance or boundary.

