

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



Office of City Attorney 415-577-3361

April 5, 1984

Mr. Bruce Sargent
Western Title Insurance Company
21021 Corsair
Hayward, California 94544

Re: San Leandro v. Freezall; H-87138-5
1590 San Leandro Boulevard
Your Nos: 100727 and 100728

Dear Sir:

Please find enclosed the following:

1. City of San Leandro's warrant payable to Western Title Insurance Company in the amount of \$258,084.93. This amount represents \$232,825.00 + 10% interest from April 1, 1984, to, but not including May 1, 1984*;
2. Stipulation for entry of Judgment In Condemnation;
3. Four certified copies of the Judgment of Condemnation in Alameda County Superior Court, Action No. H-87138-5;
4. Your form for deposit of escrow funds in an interest bearing account; and
5. Certification of Taxes Due in Eminent Domain proceedings.
6. Proposed form of Final Order and Application thereof.

Please refer to your litigation guarantees referenced above.

*Interest calculated at \$63.79 per day.



Mr. Bruce Sargent
April 5, 1984
Page 2

We will provide you with four copies of the Final Order of Condemnation when the same has been signed.

Following receipt of the Final Order Of Condemnation, you may close this transaction when you have:

1. Issued your standard CLTA policy of title insurance in favor of the City in the amount of \$232,825.00 for Parcels A-1 and A-2 (Report Nos. 100727 and 100728)

2. Recorded the Final Order Of Condemnation and conformed copies thereof with the recording data.

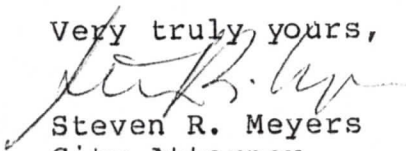
Immediately upon recordation of the Final Order Of Condemnation you are instructed to pay the following amount to Freezall Inc., c/o Raymond N. Baker, 770 A Street, P. O. Box 12, Hayward, California 94543, Two Hundred Thirty-Two Thousand Eight Hundred Twenty-Five Dollars (\$232,825.00) with interest on said amount calculated at 10% per annum from April 1, 1984, to the date of close.

The City shall pay all escrow and recording fees and the premium for the policy of title insurance. Please credit the City for the excess deposited herewith, if any, over the actual amount paid in the paragraph above.

Please provide me with four copies of the Final Order Of Condemnation properly recorded and endorsed.

If you have any questions, please give me a call.

Very truly yours,


Steven R. Meyers
City Attorney

SRM/cda

Enclosures

cc: Raymond N. Baker

Receipt and acceptance of these instructions is acknowledged.

Dated: 4-16, 1984

Western Title Insurance Company

By: 

STEVEN R. MEYERS, City Attorney
MICHAEL S. RIBACK, Chief Assistant City Attorney
CIVIC CENTER
835 E. 14TH STREET
SAN LEANDRO, CA 94577
TELEPHONE (415) 577-3361

1 PROOF OF SERVICE ... ATL

(1013, 2015.5 C.C.P.)

2
3 I am a citizen of the United States and a resident of Alameda County. I am
4 over the age of eighteen years and not a party to the within action; my
5 business address is 835 E. 14th Street, San Leandro, California 94577. On
6 April 16 _____, 19 84, I served the within

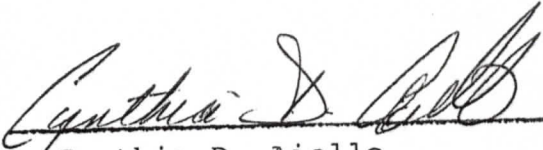
7 APPLICATION FOR FINAL ORDER OF CONDEMNATION (CCP § 1268.030),
8 FINAL ORDER OF COMENDATION and DECLARATION OF STEVEN R. MEYERS
9 IN SUPPORT OF APPLICATION FOR FINAL ORDER OF CONDEMNATION
10 (CCP § 1268.030)

11 in said action by placing a true copy thereof enclosed in a sealed envelope
12 with postage thereon fully prepaid, in the United States mail at San Leandro,
13 Alameda County, California, addressed as follows:

14 Raymond N. Baker
15 770 A Street
16 P. O. Bxo 12
17 Hayward, CA 94543
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23 I declare under penalty of perjury that the foregoing is true and
24 correct.

25 Executed on April 16, 1984, at San Leandro,
26 California.

27
28 
Cynthia D. Aiello

1 OFFICE OF THE CITY ATTORNEY
2 STEVEN R. MEYERS, City Attorney
3 MICHAEL S. RIBACK, Chief Assistant City Attorney
4 CIVIC CENTER
5 835 E. 14TH STREET
6 SAN LEANDRO, CA 94577
7 TELEPHONE (415) 577-3361

ENDORSED
FILED

APR 18 1984

RENE C. DAVIDSON, County Clerk
By: Kathy McKean, Deputy

Plaintiff

ATTORNEYS FOR _____

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

HAYWARD BRANCH

12 CITY OF SAN LEANDRO, a municipal)
13 corporation,)

Plaintiff,)

14 v.)

15 FREEZALL, INC., a California)
16 corporation; COUNTY OF ALAMEDA,)
17 a political subdivision;)
18 TRANSAMERICA TITLE INSURANCE)
19 COMPANY, formerly NORTH AMERICAN)
20 TITLE INSURANCE COMPANY, a)
21 California corporation; HAROLD)
22 W. BONNER; and Does One through)
23 One Hundred, inclusive,)

Defendants.)

Dept. No.

No. H-87138-5

Parcels A-1 & A-2

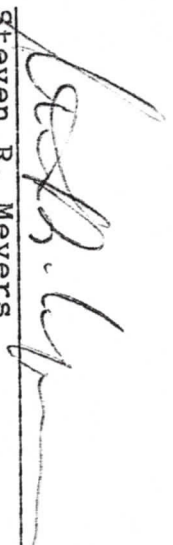
APPLICATION FOR FINAL ORDER
OF CONDEMNATION
(CCP § 1268.030)

22 Plaintiff CITY OF SAN LEANDRO hereby applies to the
23 Court for Final Order Of Condemnation. The attached proposed
24 Final Order Of Condemnation describes the property taken and
25 identifies the judgment authorizing the taking. The Declaration
26 Of Steven R. Meyers attached hereto shows that the full amount of
27 the Judgment has been paid as required by Code Of Civil Procedure
28 § 1268.010. It is appropriate for the Court to enter

Office Of the City Attorney
Steven R. Meyers, City Attorney
835 East 14th Street
San Leandro, California 94577
Telephone (415) 577-3361

its Final Order of Condemnation.

Dated: *April 16, 1984*


Steven R. Meyers
Attorney for Plaintiff,
CITY OF SAN LEANDRO

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FILED**APR 18 1984**

REN C. DAVIDSON, County Clerk
 By Kathy McKean
 Kathy McKean, Deputy

OFFICE OF THE CITY ATTORNEY
 STEVEN R. MEYERS, City Attorney
 MICHAEL S. RIBACK, Chief Assistant City Attorney
 CIVIC CENTER
 835 E. 14TH STREET
 SAN LEANDRO, CA 94577
 TELEPHONE (415) 577-3361

Plaintiff

ATTORNEYS FOR _____

CITY ATTORNEY'S OFFICE

MAY 24 1984

CITY OF SAN LEANDRO

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

HAYWARD BRANCH

CITY OF SAN LEANDRO, a municipal
 corporation,

Plaintiff,

v.

FREEZALL, INC., a California
 corporation; COUNTY OF ALAMEDA,
 a political subdivision;
 TRANSAMERICA TITLE INSURANCE
 COMPANY, formerly NORTH AMERICAN
 TITLE INSURANCE COMPANY, a
 California corporation; HAROLD
 W. BONNER; and Does One through
 One Hundred, inclusive,

Defendants.

Dept. No.

No. H-87138-5

Parcels A-1 & A-2

ENTERED IN
 JUDGEMENT BOOK
 BOOK (REEL) H 120 PG 13

APR 17 1984

RENE C. DAVIDSON, County Clerk

FINAL ORDER OF CONDEMNATION

It appearing to the Court that plaintiff has satisfied
 the Judgment in Condemnation entered in this proceeding;

NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED that
 the real property situated in the County of Alameda, State of
 California, and more particularly described in Exhibit A attached
 hereto and made a part hereof, be condemned to plaintiff in fee
 simple absolute.

APR 19 1984

1 IT IS FURTHER ORDERED AND ADJUDGED that a certified
2 copy of this Order be recorded in the office of the Recorder of
3 Alameda County, State of California, and thereupon title to said
4 property described in Exhibit A shall vest in plaintiff and all
5 interest of defendant FREEZALL INC., in and to said property
6 shall be terminated.

7 Dated: APR 17 1984

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10 Judge of the Superior Court
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Office of the City Attorney
Steven R. Meyers, City Attorney
835 East 14th Street
San Leandro, California 94577
Telephone (415) 577-3361

84-079945

OFFICE OF THE CITY ATTORNEY
STEVEN R. MEYERS, City Attorney
MICHAEL S. RIBACK, Chief Assistant City Attorney
CIVIC CENTER
835 E. 14TH STREET
SAN LEANDRO, CA 94577
TELEPHONE (415) 577-3361

PARCEL AParcel A-1

That parcel of land in the City of San Leandro, County of Alameda, State of California, being a portion of Lot N, as said Lot is shown on the Map showing Subdivision of Block 29 San Leandro, filed March 1, 1907, Map Book 22, page 42, Alameda County Records, and being further described as follows:

Beginning at the intersection of the northwestern line of Parrott Street, 80.63 feet wide, with the northeastern line of San Leandro Boulevard, (formerly Estudillo Street), 80.63 feet wide, as said streets are shown on said map; thence along said line of San Leandro Boulevard, northwesterly, 75.00 feet; thence at right angles to last said line, northeasterly, 16.00 feet to a line drawn parallel with and 16.00 feet northeasterly, measured at right angles, from the said line of San Leandro Boulevard; thence along said parallel line, southeasterly, 55.00 feet to a tangent curve, concave to the north, having a radius of 20.00 feet; thence southeasterly, easterly and northeasterly along said curve, through a central angle of 90°, a distance of 31.42 feet to a tangent line, said tangent line being the said northwestern line of Parrott Street; thence along last said line, southwesterly, 36.00 feet to the beginning.

The above described parcel of land contains an area of 1,286 square feet, more or less.

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Parcel A-2

84-079945

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

The southeastern 75 feet of Lots M and N, as said Lots are shown on the Map showing Subdivision of Block 29, San Leandro, filed March 1, 1907, Map Book 22, page 42, Alameda County Records.

Excepting therefrom the following described area.

Beginning at the intersection of the northwestern line of Parrott Street, 80.63 feet wide, with the northeastern line of San Leandro Boulevard, (formerly Estudillo Street), 80.63 feet wide, as said streets are shown on said map; thence along said line of San Leandro Boulevard, northwesterly, 75.00 feet; thence at right angles to last said line, northeasterly, 16.00 feet to a line drawn parallel with and 16.00 feet northeasterly measured at right angles, from the said line of San Leandro Boulevard; thence along said parallel line, southeasterly, 55.00 feet to a tangent curve, concave to the north, having a radius of 20.00 feet; thence southeasterly, easterly and northeasterly along said curve, through a central angle of 90 degrees, a distance of 31.52 feet to a tangent line, said tangent line being the said northwestern line of Parrott Street; thence along last said line, southwesterly, 36.00 feet to the beginning.

The above described parcel of land contains an area of 6,214 square feet, more or less.

The foregoing instrument is a correct copy of the original on file in this office
ATTEST: APR 23 1984
RENE C. DAVIDSON, County Clerk
County Clerk and ex-officio Clerk of the Superior Court of the State of California in and for the County of Alameda
BY *[Signature]* DEPUTY

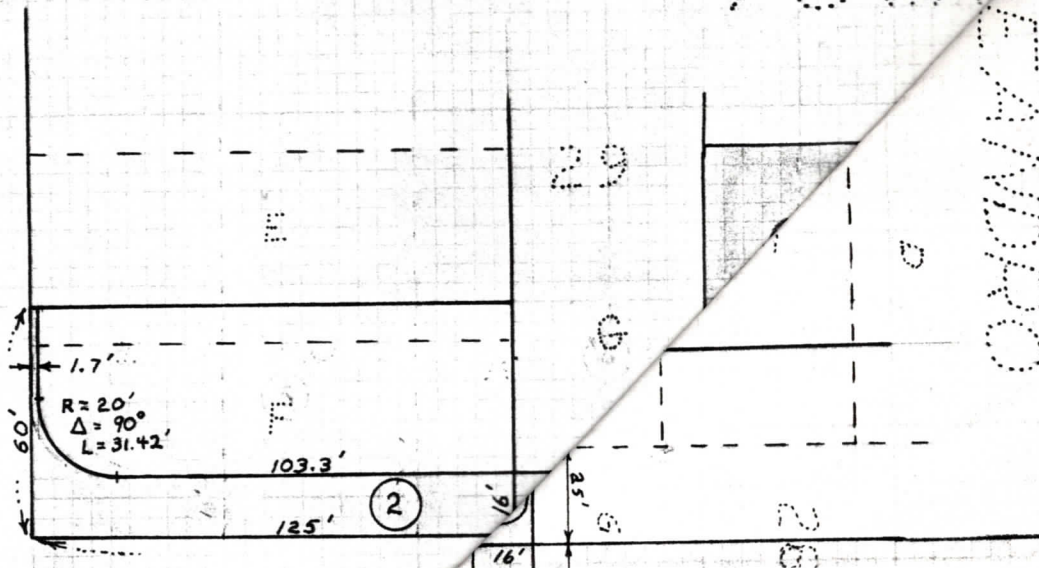


RECORDED at REQUEST OF
Western Title Ins. Co.
At 10:30 AM.
APR 26 1984
OFFICIAL RECORDS OF
ALAMEDA COUNTY CALIFORNIA
RENE C. DAVIDSON
COUNTY RECORDER

DH

OFFICE OF THE CITY ATTORNEY
STEVEN R. MEYERS, City Attorney
MICHAEL S. RIBACK, Chief Assistant City Attorney
CIVIC CENTER
835 E. 14TH STREET
SAN LEANDRO, CA 94577
TELEPHONE (415) 577-3361

WEST JUANA AVE.
(SAUNDERS ST.)



PARCEL	TYPE	AREA
2	Take	216
3	"	800
4A	"	800
5A	"	128
5B	Remainder	621
6	Take	168
7	"	800
8A	"	800
9A	"	800
9B	Remainder	6700

4B Remainder 4,200
8B ✓✓ 6,700

PUBLIC LEANDRO

1 5-83 Add 4B & 8B A

WIDENING

AMS ST.

1" = 50'
418 1603

1 OFFICE OF THE CITY ATTORNEY
2 STEVEN R. MEYERS, City Attorney
3 MICHAEL S. RIBACK, Chief Assistant City Attorney
4 CIVIC CENTER
5 835 E. 14TH STREET
6 SAN LEANDRO, CA 94577
7 TELEPHONE (415) 577-3361

ENDORSED
FILED

APR 18 1984

RENE C. DAVIDSON, County Clerk
By: Kathy McKean, Deputy

Plaintiff

ATTORNEYS FOR _____

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

HAYWARD BRANCH

12 CITY OF SAN LEANDRO, a municipal)
13 corporation,)

Plaintiff,)

14 v.)

15 FREEZALL, INC., a California)
16 corporation; COUNTY OF ALAMEDA,)
17 a political subdivision;)
18 TRANSAMERICA TITLE INSURANCE)
19 COMPANY, formerly NORTH AMERICAN)
20 TITLE INSURANCE COMPANY, a)
21 California corporation; HAROLD)
22 W. BONNER; and Does One through)
23 One Hundred, inclusive,)

Defendants.)

Dept. No.

No. H-87138-5

Parcels A-1 & A-2

DECLARATION OF STEVEN
R. MEYERS IN SUPPORT OF
APPLICATION FOR FINAL ORDER
OF CONDEMNATION
(CCP § 1268.030)

22 I, Steven R. Meyers, declare that if sworn as a witness
23 in this action, I can testify competently as follows:

24 1. That I am an attorney licensed to practice law in
25 the State of California and am City Attorney for the City of San
26 Leandro.

27 2. On April 16, 1984, the City of San Leandro
28 deposited an amount sufficient to satisfy the Judgment herein

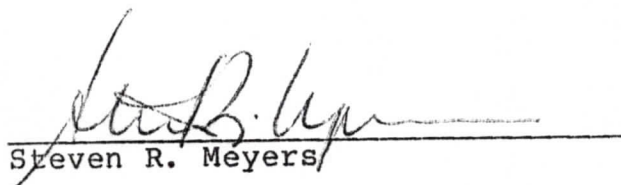
Office of the City Attorney
Steven R. Meyers, City Attorney
835 East 14th Street
San Leandro, California 94577
Telephone (415) 577-3361

1 with Western Title Insurance Company of Hayward, California, with
2 instructions to pay the defendants herein the amounts owing to
3 them upon recordation of the Final Order Of Condemnation. A true
4 copy of the City's instructions is attached hereto.

5 3. As soon as the Final Order Of Condemnation is
6 signed and filed Western Title Insurance Company will release the
7 amounts owing to the defendants pursuant to the Judgment In
8 Condemnation and the City's instructions.

9 I declare under penalty of perjury that the foregoing
10 is true and correct to the best of my personal knowledge.

11 Executed this 16th day of April, 1984, at
12 San Leandro, California.

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15 Steven R. Meyers
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ALAMEDA COUNTY
POLICY NUMBER

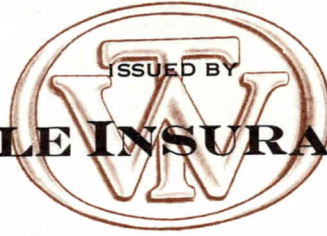
S73 540578

POLICY OF TITLE INSURANCE

CITY ATTORNEY'S OFFICE

MAY 29 1984

CITY OF SAN LEANDRO



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:

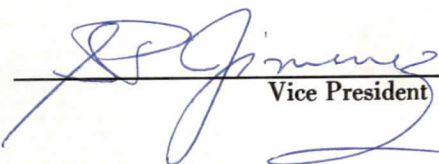
1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Unmarketability of such title; or
4. Any lack of the ordinary right of an abutting owner for access to at least one physically open street or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

CLV
Policy Number
S 540578

Fee \$ 761.50

Order Number
103699

Amount \$ 232,825.00

Date of Policy April 26, 1984 at 10:30 o'clock a.m.

1. Name of Insured:

CITY OF SAN LEANDRO,
a Municipal Corporation

2. The estate or interest in the land described in Schedule C and which is covered by this policy is:

A FEE

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

CITY OF SAN LEANDRO, a Municipal Corporation.

SCHEDULE B

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

PART ONE

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule C, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.
7. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
8. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records.
9. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not shown by the public records and not otherwise excluded from coverage but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had been a purchaser or encumbrancer for value without knowledge.

SCHEDULE B (Continued)

PART TWO

1- 1984-85 taxes a lien, not yet payable.

2- The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 498, Statutes of 1983 of the State of California.

3- 1983-84 taxes

Co. Acct. No.: 75-39-24-1, Tracer No. 167857, Tax Rate 1.0702

Code Area: 10-001

1st Installment: \$52.18 Delinquent plus \$5.21 Penalty

2nd Installment: \$52.18, not marked paid

Land: \$9,630.00

Imp: None

Exempt: None

Pers. Prop.: None

Pers. Prop. Exempt: None

4- 1983-84 taxes

Co. Acct. No.: 75-39-24-2, Tracer No. 167858, Tax Rate 1.0702

Code Area: 10-001

1st Installment: \$145.12 Delinquent plus \$14.51 Penalty

2nd Installment: \$145.12, not marked paid

Land: \$27,000.00

Imp: None

Exempt: None

Pers. Prop.: None

Pers. Prop. Exempt: None

5- 1982-83 County and City taxes delinquent

Sale No.: 358014 (75-39-24)

Amount to redeem by April 30, 1984 is \$363.88.

Policy Number

S 540578

SCHEDULE C

Order Number

103699

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

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

PARCEL ONE:

Being a portion of Lot N, as said Lot is shown on the Map showing Subdivision of Block 29 San Leandro, filed March 1, 1907, Map Book 22, page 42, Alameda County Records, and being further described as follows:

Beginning at the intersection of the northwestern line of Parrott Street, 80.63 feet wide, with the northeastern line of San Leandro Boulevard, (formerly Estudillo Street), 80.63 feet wide, as said streets are shown on said map; thence along said line of San Leandro Boulevard, northwesterly 75.00 feet; thence at right angles to last said line, northeasterly, 16.00 feet to a line drawn parallel with and 16.00 feet northeasterly, measured at right angles, from the said line of San Leandro Boulevard; thence along said parallel line, southeasterly, 55.00 feet to a tangent curve, concave to the north, having a radius of 20.00 feet; thence southeasterly, easterly and northeasterly along said curve, through a central angle of 90°, a distance of 31.42 feet to a tangent line, said tangent line being the said northwestern line of Parrott Street; thence along last said line, southwesterly, 36.00 feet to the beginning.

PARCEL TWO:

The southeastern 75 feet of Lots M and N, as said Lots are shown on the Map showing Subdivision of Block 29, San Leandro filed March 1, 1907, Map Book 22, page 42, Alameda County Records.

Excepting therefrom the following described area.

Beginning at the intersection of the northwestern line of Parrott Street, 80.63 feet wide, with the northeastern line of San Leandro Boulevard, (formerly Estudillo Street), 80.63 feet wide, as said streets are shown on said map; thence along said line of San Leandro Boulevard, northwesterly, 75.00 feet; thence at right angles to last said line, northeasterly, 16.00 feet to a line drawn parallel with and 16.00 feet northeasterly measured at right angles, from the said line of San Leandro Boulevard; thence along said parallel line, southeasterly, 55.00 feet to a tangent curve, concave to the north, having a radius of 20.00 feet; thence southeasterly, easterly and northeasterly along said curve, through a central angle of 90 degrees, a distance of 31.42 feet to a tangent line, said tangent line being the said northwestern line of Parrott Street; thence along last said line, southwesterly, 36.00 feet to the beginning.

CITY OF SAN LEANDRO

INTEROFFICE MEMO

CITY of SAN LEANDRO

MAY 30 1984

CITY CLERK'S OFFICE

TO City Clerk

FROM Steven R. Meyers, City Attorney

SUBJECT San Leandro Boulevard Widening (Freezall)

DATE 5/30/84

Attached please find a signed original policy of title insurance issued by Western Title, Alameda County Policy Number S73 540578, for the property at 1590 San Leandro Boulevard, for your permanent files.


Steve Meyers/cda

Attachment

CITY OF SAN LEANDRO

V118

INTEROFFICE MEMO

TO John Alexander - Public Works Department DATE July 13, 1984
FROM Kimberly - City Clerk's Office
SUBJECT Grant Deed

Attached is a copy of the Final Order of Condemnation with property
description for 1590 San Leandro Boulevard. Please send us a plat
map for our files.

Thanks!

kld

Attachment

File 1/118

K. G. G.

MEMORANDUM

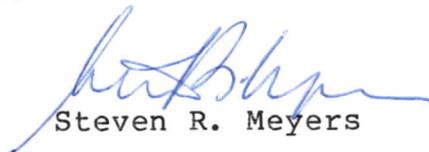
TO: Georgia Dennehey, City Clerk

DATE: 4/5/84

FROM: Steven R. Meyers, City Attorney

RE: Request to County For Cancellation of Taxes

Please contact the County Tax Collector and request that taxes are cancelled on 1590 San Leandro Boulevard (Assessor's Parcel No. 75-39-24 effective April 26, 1984).


Steven R. Meyers

SRM/cda

→ Attached, please find a check in the amount of \$201.53 made payable to Alameda County Tax Collector. Please forward this warrant to the County as payment for taxes due for the period of January 1, 1983 to April 1, 1983 (possession by Goodrich).

Also attached is a recorded copy of the Final Order of Condemnation for your files.

CITY of SAN LEANDRO

JUL 23 1984

CITY CLERK'S OFFICE

In reply, refer to CT#186

DATE: JULY 19, 1984
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	79945	75-39-24	84/07/13

This is referred to you for processing.

WM:yfc

Enclosures

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

Pro-rata check /XX/Yes / /No Amount \$ 201.53
Date received 7-17-84 Date Sent to Tax Collector 7-19-84

CITY OF SAN LEANDRO

JUL 23 1984

CITY CLERK'S OFFICE

In reply, refer to 074186

JULY 19, 1984

DATE:

ASSESSOR, ATTN: SEICHI YOSHIMURA

TO:

CLERK, BOARD OF SUPERVISORS

FROM:

CANCELLATION OF TAXES

SUBJECT:

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

CITY OR AGENCY	RECORDING'S NO.	APN OR ADDRESS	DATE OF REQUEST
City of San Leandro	79942	75-29-24	84/07/13

This is referred to you for processing.

WM:Yfc

Enclosures

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

Pro-rata check 1/XX/Yes 1/No
Date received 7-17-84 Date sent to Tax Collector 7-19-84 Amount \$ 201.53



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

BOULEVARD

LEONARDO

SAN

-29-

10



PARROTT STREET