

PLEASE RECORD & RETURN TO:
Richard H. West, City Clerk
City of San Leandro
835 East 14th Street
San Leandro, CA 94577

GRANT DEED

83-188418
201

JOSEPH DIAS, surviving joint tenant, hereby grants to JOSEPH DIAS and RUTH M. DIAS, his wife, as joint tenants, all the real property situated in the City of San Leandro, County of Alameda, State of California, described as follows:

Real property in the City of San Leandro, County of Alameda, State of California, being a portion of Lots L, M, and N, Block 27, as said Lots and Block are shown on the Map of the Town of San Leandro, filed February 27, 1855, in Book 2 of Maps, page 43, Alameda County Records, and being further described as follows:

BEGINNING at a point on the northeastern line of San Leandro Boulevard, formerly Estudillo Street, distant thereon northwesterly 75.00 feet from the point of intersection thereof with the northwestern line of Williams Street, as said Streets are shown on the Map hereinafter referred to: running thence northwesterly along the said line of San Leandro Boulevard 35.00 feet: thence at right angles northeasterly 150.00 feet: thence at right angles southeasterly 35.00 feet; thence at right angles southwesterly 150.00 feet to the point of beginning.

Excepting therefrom the following described parcel of land:

Real property in the City of San Leandro, County of Alameda, State of California, being a portion of Lot N, Block 27, as said Lot and Block are shown on the Map of the Town of San Leandro, filed February 27, 1855, in Book 2 of Maps, page 43, Alameda County Records, and being further described as follows:

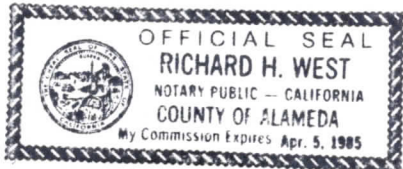
Commencing at the intersection of the northwestern line of Williams Street, 60.60 feet wide, with the northeastern line of San Leandro Boulevard, (formerly Estudillo Street), 80.63 feet wide, as said streets are shown on said map; thence along said line of San Leandro Boulevard, north 28° west (north 28° west being assumed as the bearing of said line of San Leandro Boulevard for the purpose of this description) 75.00 feet to the TRUE POINT OF BEGINNING; thence continuing along said northeastern line of San Leandro Boulevard, north 28° west 35.00 feet; thence north 62° east 18.77 feet to a point of intersection with a non-tangent curve, concave to the northeast, having a radius of 590.00 feet, and a central angle of 30° 25' 37", a radial line to said point bears south 56° 26' 31" west; thence along said curve, southeasterly 35.29 feet to a non-tangent line, said non-tangent line being a line drawn north 62° east from the true point of beginning; thence along the line so drawn, south 62° west 23.24 feet to the TRUE POINT OF BEGINNING.

DATED

ASSESSOR's NO. 75-27-6/2

Joseph Dias
JOSEPH DIAS

State of CALIFORNIA
County of ALAMEDA } SS.



On this the 16th day of September, 19 83, before me,

Richard H. West,

the undersigned Notary Public, personally appeared 83-188418

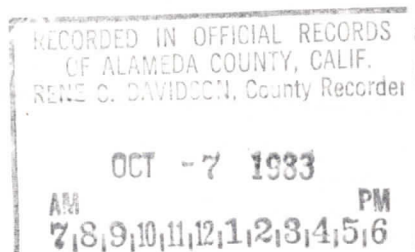
Joseph Dias,

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the
within instrument, and acknowledged that he executed it.
WITNESS my hand and official seal.

Richard H. West
Notary's Signature

83-188418

CITY of SAN LEANDRO
NOV 7 1983
CITY CLERK'S OFFICE



PLEASE RECORD AND RETURN
Richard H. West, City Clerk
City of San Leandro
835 East 14th Street
San Leandro, CA 94577

CITY of SAN LEANDRO

NOV 4 1983

CITY CLERK'S OFFICE

RECORDED IN OFFICIAL RECORDS
OF ALAMEDA COUNTY, CALIF.
RENE C. DAVIDSON, County Recorder

OCT -3 1983

AM PM
7 8 9 10 11 12 1 2 3 4 5 6

CERTIFICATE OF CITY ENGINEER

FOR PARCEL MAP WAIVER

D. H.

(Section 66428, California Government Code;
Section 7-13-107.5, San Leandro Municipal Code)

In accordance with section 66428 of the California Government Code and Section 7-13-107.5 of the San Leandro Municipal Code of 1957, I, P. H. LONG, City Engineer and advisory agency for parcel maps for the City of San Leandro (Section 7-13-102(b), S.L.M.C.) do find, declare and certify that the proposed division of land described in Exhibit A, attached hereto, incorporated herein by this reference complies with all requirements of the Subdivision Map Act (Government Code section 66410 et seq.) and Chapter 13, Title VII of the San Leandro Municipal Code of 1957 with respect to area, improvement and design, floodwater drainage control, improved public roads, sanitary disposal facilities, water supply availability, and environmental protection if applicable.

I further find, declare and certify that:

☐

the land is being divided for the purpose of lease; or

☒

the division of land is a resubdivision of previously divided land for the purpose of relocating one or more lot lines, and the number of parcels will not thereby be increased; or

☐

the division of land is a resubdivision of previously divided land for the purpose of redividing the land with the same lot lines.

DATE:

9/16/83

P. H. LONG

Public Works Director
and City Engineer

By: Curt Luck

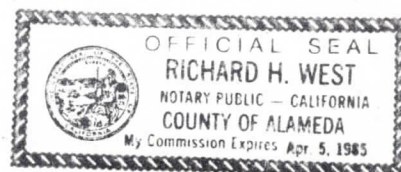
Assistant Public Works Director

* Combine Assessor's Parcels No. 75-27-6/2 and 75-27-7/2
(see EXHIBIT "A", attached)

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) ss.

On this 16th day of September, 1983, before me, the undersigned personally appeared Curtis M. Luck, personally known to me to be the Assistant Public Works Director of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

Richard H. West
Notary Public, State of California



CITY of SAN LEANDRO

OFFICE OF ASSESSOR--COUNTY OF ALABAMA

83-184804

EXHIBIT A

NOV 4 1983

PARCEL COMBINE REQUEST

Date Sept. 16, 19 83

CITY CLERK'S OFFICE

I request combination of the following parcels:

BOOK 75 BLOCK 27 PARCELS 6/2 and 7/2

Remarks: These parcels are commonly known as 1762 and 1770 San Leandro Blvd.,
San Leandro, California. They are being combined by agreement between the owner
and the City of San Leandro.

Requested by:

Joseph Elias OR _____
(owner) (appraiser)

2621 Marine View
(mailing address)

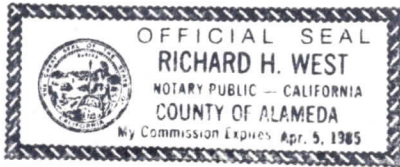
San Leandro
(city)

357-4454
(home phone) (business phone)

* * * * *

- ☐ 1. It appears from field survey that the above parcels should be combined.
- ☐ 2. The above parcels have been combined and now appear as parcel _____.
- ☐ 3. The above parcels cannot be combined because: _____

State of CALIFORNIA }
County of ALAMEDA } ss.



On this the 16th day of September, 1983, before me,
Richard H. West,

the undersigned Notary Public, personally appeared

Joseph Dias,

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the
within instrument, and acknowledged that he executed it.
WITNESS my hand and official seal

Richard H. West
Notary's Signature

1-110

MEMORANDUM
City of San Leandro
Public Works Department

September 16, 1983

TO: Richard H. West, City Clerk
FROM: John Nelson *JSM* via Curt Luck *CL*, Assistant Public Works Director
SUBJ: Joseph Dias, Property Consolidation on San Leandro Blvd.

Ref: Attached 9/14 memo, Silver to Vitz and 9/13 letter,
Rinehart to Alexander

Joseph Dias property consolidation requires processing of the attached Grant Deed, Certificate of City ^{ENGINEER} for Parcel Map Waiver, and Parcel Combine request. Please record the Grant Deed with the County as soon as possible, and return a copy of the recorded deed to Libby Silver and the original to Mr. Dias. On about September 26, please have the Parcel Map Waiver recorded and send the Parcel Combine Request to the County Assessor. When it's returned, forward a copy of the recorded Waiver to Libby, Mr. Dias, and Public Works.

JN/gh

cc: Elizabeth H. Silver

CITY OF SAN LEANDRO

CITY of SAN LEANDRO

SEP 21 1983

INTEROFFICE MEMO

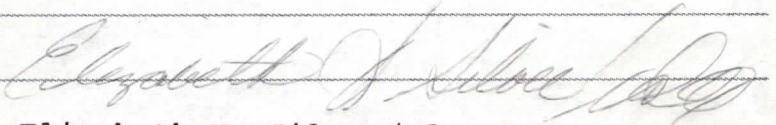
CITY CLERK'S OFFICE

TO Dick West, City Clerk DATE 9/21/83

FROM Elizabeth H. Silver, City Attorney's Office

SUBJECT San Leandro Boulevard Widening - San Leandro v. Wood/Endo and Dias

Enclosed for your files is a copy of the endorsed, recorded
Final Order Of Condemnation in each of the above-referenced
cases.


Elizabeth H. Silver/cda

Attachment

RECEIVED

SEP 21 1983

OFFICE

UNITED STATES OF AMERICA

DEPARTMENT OF JUSTICE

INVESTIGATION

REPORT

DATE

SEP 21 1983

CITY OF SAN LEANDRO

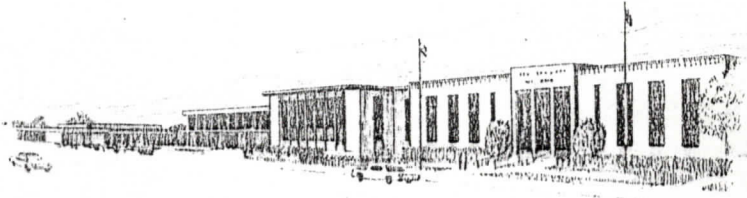
SEP 21 1983

CITY OF SAN LEANDRO

INVESTIGATION

CITY OF SAN LEANDRO

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



Office of City Clerk 415-577-3366

21 September 1983

Pat Seymour
Alameda County Recorder's Office
1225 Fallon Street
Oakland, California 94612

Dear Ms. Seymour:

The City of San Leandro is negotiating with property owners so that it may widen San Leandro Boulevard. Mr. Dias owns two pieces of property - one in his name only and one as joint tenancy with his wife. Mr. Dias is changing the one piece of property from his name only to joint tenancy with his wife, so that both properties are owned by the same people. We are sending a grant deed to this effect for you to record. When this has been done, we will send the Parcel Map Waiver to be recorded and send a Parcel Combine request to the County Assessor. When the properties have been combined, then Mr. Dias will deed to the City of San Leandro that portion of the combined parcel necessary for the widening of San Leandro Boulevard.

I hope this clarifies why the City is submitting a grant deed to be recorded.

Also submitted is a check for \$4.00, the recording fee, and a stamped, self-addressed envelope.

Please record the grant deed and return it to:

Richard H. West, City Clerk
City of San Leandro
835 East 14th Street
San Leandro, California 94577

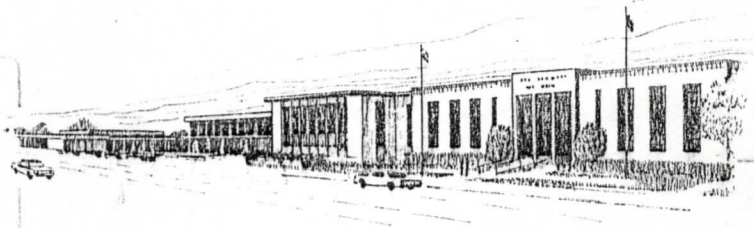
Sincerely,

Richard H. West, CMC
City Clerk

RHW/bt
enclosures

1-110

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



Office of City Clerk 415-577-3366

3 October 1983

Alameda County Assessor's Office
1221 Oak Street
Oakland, California 94612

Dear Sirs:

Enclosed please a Parcel Combine Request for Book 75 Block 27
Parcels 6/2 and 7/2, commonly known as 1762 and 1770 San Leandro
Boulevard, San Leandro, California. They are to be combined by
agreement between the owner and the City of San Leandro.
Would you please combine these parcels and send notification
of procedure to:

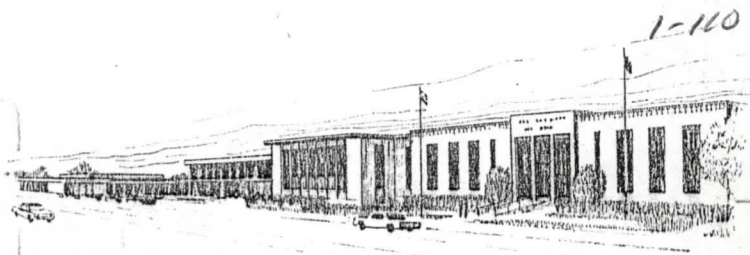
Richard H. West, City Clerk
City of San Leandro
835 East 14th Street
San Leandro, California 94577

A stamped, self-addressed envelope has been provided for your
convenience.

Richard H. West, CMC
City Clerk

RHW/bt
enclosure
cc: J. Nelson, Public Works

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



Office of City Clerk 415-577-3366

3 October 1983

Alameda County Recorder
1225 Fallon Street Room 100
Oakland, California 94612

Dear Sirs:

Enclosed please find a Parcel Map Waiver and Parcel Combine Request for property commonly known as 1762 and 1770 San Leandro Boulevard, San Leandro, California.

Please record the Parcel Map Waiver and Parcel Combine request and return them to:

Richard H. West, City Clerk
City of San Leandro
835 East 14th Street
San Leandro, California 94577

A stamped, self-addressed envelope has been provided for your convenience.

rec'd 11/4/83

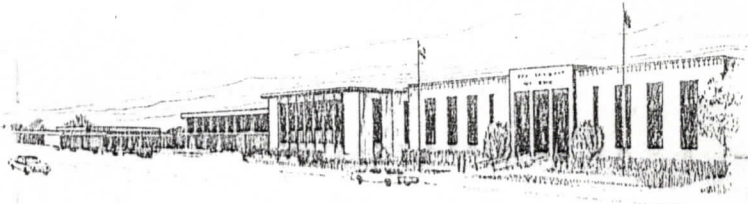
Sincerely,

Richard H. West, CMC
City Clerk

RHW/bt
enclosures
cc: J. Nelson, Public Works



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



Office of City Clerk 415-577-3366

6 October 1983

Pat Seymour
Alameda County Recorder's Office
1225 Fallon Street
Oakland, California 94612

Dear Ms. Seymour:

Enclosed please find a check in the amount of \$5.00 which you requested as per the attached notice. I had spoken to you on the phone before the original mailing, and was told the fee would be \$4.00.

Also on the attached notice, you have marked that the assessor's reference number is required on the face of the deed. The assessor's number IS on the face of the deed - BENEATH the notary information. It is 75-27-6/2.

I am enclosing ALL the papers from this office and your office, so you are fully aware of what is happening.

I hope this document can now be recorded and returned to:

Richard H. West, City Clerk
City of San Leandro
835 East 14th Street
San Leandro, California 94577

I have enclosed a self-addressed, stamped envelope for your convenience.

Sincerely,

Richard H. West, CMC
City Clerk

RHW/bt
enclosures

CITY OF SAN LEANDRO

1-110

INTEROFFICE MEMO

TO John Alexander - Public Works Engineering DATE 24 October 1983
FROM Richard West - City Clerk
SUBJECT San Leandro Boulevard Widening

The attached property has been obtained by the City by the right of eminent domain and has been duly recorded by the Alameda County Recorder. Could you please make for this office a plat for each property and, if possible, an address for each?

Thank you very much.

bt

CITY OF SAN LEANDRO

INTEROFFICE MEMO

TO John Nelson - Public Works Department

DATE 7 November 1983

FROM Richard West - City Clerk

SUBJECT Dias Property - 1762 & 1770 San Leandro Boulevard

Attached is a copy of the recorded Grant Deed for the Dias Property on San Leandro Boulevard. A recorded copy of the Parcel Map Waiver was hand delivered to you on Friday, 4 November 1983.

A copy of the recorded Grant Deed and Parcel Map Waiver are being sent to Joseph Dias (property owner) and Libby Silver (City Attorney's office).

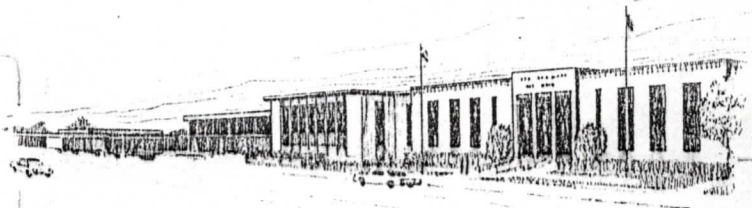
R H West

bt

attachment

cc: Libby Silver

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



Office of City Clerk 415-577-3366

7 November 1983

Joseph Dias
2621 Marine View
San Leandro, California 94577

Dear Mr. Dias:

Enclosed are copies of the recorded Grant deed and Parcel Map Waiver concerning property at 1762 and 1770 San Leandro Boulevard, which were combined by agreement between the owner and the City of San Leandro.

Sincerely,

Richard H. West

Richard H. West, CMC
City Clerk

RHW/bt
enclosures



CITY OF SAN LEANDRO

CITY OF SAN LEANDRO

INTEROFFICE MEMO

OCT 24 1983

CITY CLERK'S OFFICE

TO Dick West, City Clerk

DATE 10/24/83

FROM Cindy Aiello, Legal Secretary

SUBJECT Final Order Of Condemnation

Enclosed please find recorded copies of the Final Order Of Condemnation
in the cases of San Leandro v. Dias and San Leandro v. Wood/Endo.

Both cases relate to the eminent domain proceedings dealing with
San Leandro Boulevard widening.


Cindy Aiello

Enclosures

100W001

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CITY OF SAN LEANDRO

CITY of SAN LEANDRO

DEC 13 1983

INTEROFFICE MEMO

CITY CLERK'S OFFICE

TO City Clerk

DATE 12/15/83

FROM Elizabeth H. Silver, City Attorney's Office

SUBJECT Policies of Title Insurance

Attached are the three policies of title insurance for the properties on San Leandro Boulevard condemned in San Leandro v. Wood/Endo. Please retain these policies for your files.


Elizabeth Silver/cda

Attachment

cc: Steve Meyers

FILED 996

AUG 19 1983

RENE 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 _____

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.

JACK B. WOOD and CELIA M. WOOD,
his wife, as tenants in common;
TAKESHI ENDO and TAKAKO ENDO, his
wife, as tenants in common; COUNTY
OF ALAMEDA, a political
subdivision; WESTERN TITLE
INSURANCE COMPANY, a corporation;
MARY POND BAKER and EILEEN D.
POND TRAVERSE; and Does One through
One Hundred, inclusive,

Defendants.

Dept. No.

No. H- 87140-0

ENTERED IN
JUDGEMENT BOOK
BOOK (REEL) H 108 PG 83

AUG 19 1983

RENE C. DAVIDSON, County Clerk

JUDGMENT IN CONDEMNATION

WHEREAS, plaintiff and defendants have stipulated that
Judgment In Condemnation may be entered with respect to the real
property or interests in real property described in plaintiff's
complaint on file herein as Parcels A, B & C, and described in
Exhibit A attached hereto as Parcel 4B, and have waived Findings
of Fact, Conclusions of Law and Notice of Entry of Judgment,

///

AUG 24 1983

1 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND
2 DECREED that:

3 1. Just compensation to be paid by plaintiff for the
4 acquisition of said property is the sum of ONE HUNDRED FORTY-FIVE
5 THOUSAND THREE HUNDRED SEVENTY-THREE DOLLARS (\$145,373.00) plus
6 interest thereon at the rate of ten percent (10%) per annum from
7 March 9, 1983, the effective date of the Order of Possession on
8 file herein, to the date of payment of said total sum. In
9 addition to said sum, plaintiff shall pay the sum of FIVE HUNDRED
10 DOLLARS (\$500.00) for a temporary construction easement across
11 Parcel 4B from the date of possession to and including May 19,
12 1983.

13 2. In addition to the compensation specified above,
14 and as additional compensation for the acquisition of said
15 properties, plaintiff agrees to undertake and carry out in a
16 workmanlike manner the works of improvement described in the
17 letter dated July 11, 1983, between counsel for plaintiff and
18 counsel for defendants. A copy of said letter marked Exhibit B
19 is attached hereto and incorporated herein by this reference.

20 3. Default of Western Title Insurance Company having
21 been entered, said defendant is not entitled to share in the
22 compensation herein.

23 4. Plaintiff shall deposit the sums specified above
24 with Western Title Insurance Company of Hayward, California, and
25 shall instruct Western Title Insurance Company to pay defendants
26 Eileen D. Pond Traverse and Mary Pond Baker, in care of Stanley
27 C. Smith, attorney for said defendants, from said deposit in the
28 amount of EIGHTEEN THOUSAND ONE HUNDRED SIXTY-THREE DOLLARS AND

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

1 FIFTY-NINE CENTS (\$18,163.59) or such other amount which on the
2 date of recordation of the Final Order of Condemnation represents
3 the sum owing to said defendants by virtue of that certain deed
4 of trust dated July 24, 1978, recorded August 3, 1978, Series
5 148808, Reel 5516 or Image 122. Western Title Insurance Company
6 shall further be instructed to pay the remainder of said deposit
7 to Gary R. Rinehart Trustee for Jack B. Wood and Celia M. Wood
8 and Takeshi Endo and Takako Endo, upon the recordation of the
9 Final Order of Condemnation.

10 5. The payment of said sum and performance of said
11 work shall be in full payment for the real property or interest
12 in real property hereinabove described and for all damage of
13 every kind and nature accruing by reason of the acquisition of
14 said property and the construction and maintenance thereon of the
15 public improvement as proposed by plaintiff, including interest
16 for plaintiff's possession prior to judgment and damages pursuant
17 to Code of Civil Procedure § 1263.510.

18 6. Upon payment of said total sum and performance of
19 said work, said real property shall be condemned to plaintiff and
20 as against Jack B. Wood and Celia M. Wood, Takeshi Endo and Takako
21 Endo, County of Alameda, Western Title Insurance Company, Mary
22 Pond Baker and Eileen D. Pond Traverse, in fee simple absolute,
23 unless a lesser estate is described, and all interests of said
24 defendants in and to said property shall be terminated.

25 7. The purpose for which said property is sought to be
26 condemned is a public use authorized by law and that the taking
27 is necessary for such use.

28 8. Possession having been taken by plaintiff on March

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

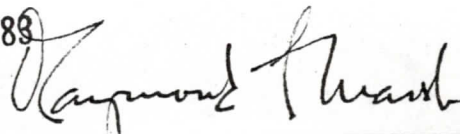
1 9, 1983, all taxes, penalties and costs which are a lien on said
2 property and which are apportioned to that portion of the fiscal
3 year after said date are hereby cancelled pursuant to Revenue and
4 Taxation Code § 4986. All such taxes, penalties and costs
5 apportioned to that portion of the fiscal year before title
6 shall have passed to plaintiff, which shall be unpaid, if any,
7 shall be deducted from said sum and paid to the County of
8 Alameda.

9 9. Defendants, Jack B. Wood and Celia M. Wood and
10 Takeshi Endo and Takako Endo, shall be reimbursed their ordinary
11 costs of suit in the amount of TWO HUNDRED FORTY-EIGHT DOLLARS
12 AND FIFTY CENTS (\$248.50).

13 10. Defendant Eileen D. Pond Traverse shall be
14 reimbursed her ordinary costs of suit in the amount of
15 SEVENTY-ONE DOLLARS (\$71.00).

16 Dated:

17 AUG 18 1983

18 
19 Judge of the Superior Court

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

83-174882

Real property in the City of San Leandro, County of Alameda, State of California, described as follows:

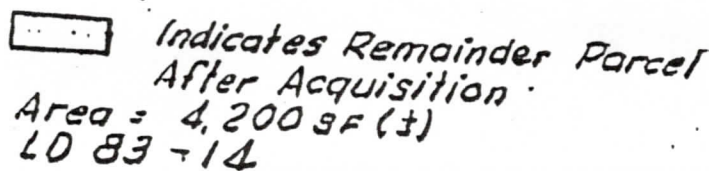
The northwestern 50 feet of Lots M and N, as said Lots are shown on the Map Showing Subdivision of Block 29 San Leandro, filed March 1, 1907, Map Book 22, page 42, Alameda County Records.

Excepting therefrom the following described parcel of land.

The southwestern 16 feet of the northwestern 50 feet 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.

The above described parcel of land contains 4,200 square feet, more or less.

LD 83-14
Dwg. 877 Case 1602
Plan Line - Remainder
San Leandro Blvd.
Wood and Endo
Assessor's No. 75-39-25

[illegible]

APN-75-39-25

WORLD & FAITH

P. H. LONG - A.C.E. NO. 13170
PUBLIC WORKS DIRECTOR

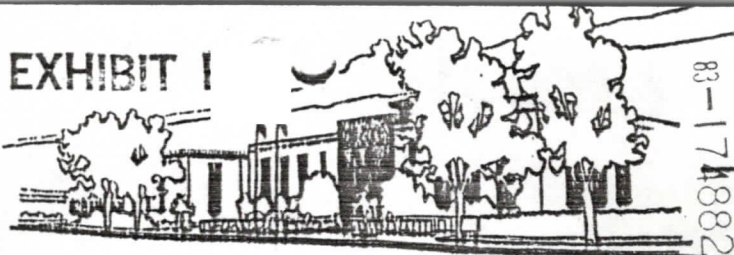
CHECKED BY:

DRAWN BY: JA 5-83

SCALE: 100

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

EXHIBIT I



Office of City Attorney 415-577-3361

July 11, 1983

Mr. Gary Rinehart
2201 Broadway, Suite 315
Oakland, California 94612

Re: San Leandro v. Wood/Endo; H-87140-0
(1540, 1562 and 1604 San Leandro Boulevard)

Dear Mr. Rinehart:

The purpose of this letter is to confirm the terms of the settlement which the City and your clients have agreed to with respect to the referenced case. The terms of the settlement have yet to be approved by the appropriate county officials, but I do not anticipate a problem obtaining such approval.

The City and your clients (Mr. and Mrs. Wood, Mr. and Mrs. Endo, and Mr. Lerschen) agree as follows:

1. The City will perform at its sole cost, all work on the enclosed plans as described in the memorandum from Curt Luck to file dated June 14, 1983 (copy attached).
2. The City will construct its standard section (6" rock, 2" asphalt/concrete) paving on the vacant portion of Parcel A, including two standard commercial sized driveway ramps, one on the San Leandro Boulevard frontage and one on the West Juana frontage. The City will install 3' chain link fencing along the San Leandro Boulevard and West Juana frontages of the vacant portion of Parcel A, with the exception of the two driveway ramps.
3. The City will "hot mop" the roof of the existing building at 1540 San Leandro Boulevard.
4. The City will pay the property owners \$26,369.00 as compensation for Parcel A.

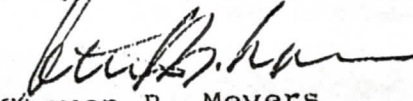


Gary Rinehart
July 11, 1983
Page 2

5. Parcel B shall be condemned to the City's use for total compensation of \$88,774.00, which shall be prorated between the property owners and the beneficiaries under the deed of trust.
6. The City will pay the property owner \$20,230.00 as compensation for Parcel C.
7. The City will pay the property owners \$10,000.00.
8. Mr. Lerschen will waive his claim for loss of business goodwill but will retain all rights to relocation assistance.
9. Interest on the compensation payable and the construction easements on Parcels A & B shall accrue according to law and your clients' ordinary costs shall be reimbursed by the City.
10. Taxes shall be prorated from the date of possession.

As an FAU project, it is preferable that the terms of the settlement be contained in a stipulated judgment. Please advise me at your earliest convenience if you are not in agreement with the above settlement terms or if you object to the settlement being effectuated by stipulated judgment. I will advise you when we have received FAU approval.

Very truly yours,


Steven R. Meyers
City Attorney

SRM/EHS/cda

Attachment

cc: Curt Luck

City of San Leandro
Public Works Department

83-174882

June 14, 1983

To: File

From: Curt Luck, Assistant Public Works Director

Subj: Remodeling of 1540 San Leandro Blvd. - B & T Glass (Wood/Endo)

- A. BASE PROJECT: Cutting existing building front and reconstructing new store front at new property line.

This work includes new tempered glass windows and door and mansard treatment at the roof line (added since last meeting), sealing windows per code requirements along side and rear property line, paint all exterior trim and stucco color coating entire exterior of the existing building, relocating utilities (gas, electric, telephone, water and sewer, as required), adding a new 100 amp electrical service panel with provision for connection to the service when undergrounded with the upcoming underground district work. Sheet rock, texture and paint on the interior of the store front wall, replacing roof drains and finally, tying in of roof members to new wall.

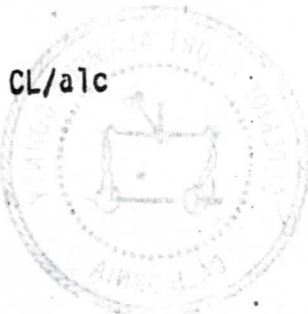
- B. ADDITION OF EQUIVALENT AREA (14' x 25' = 350 sq. ft.): Adding new room adjacent to the rear portion of the existing building.

This work includes a new concrete slab, removal of stucco from exterior side of existing building within the new room, sheet rock, paint, lighting, duplex outlets, roll-up door, a new steel man-door at the rear, tar and gravel roof with parapets and downspouts, turbine ventilation, provision for an 8' passage way to an existing shop and bringing the wiring of the existing rear storage room up to code.

- C. THE PROVISION OF AN OFFICE SPACE BEHIND THE NEW STORE FRONT WALL: This work would require a new interior wall of approximately 12' from the front to create a 12' x 23' room.

The work would include a drop ceiling, floor covering, a new gas heater, a 3' door between the office and the workshop, replacement of the exterior side door, insulation throughout the new office space, lighting and outlets, including code wiring of the existing work room, a new window along the north side, sheet rock, texture and paint the entire interior of the office, rock, fire tape and primer paint of the work room surface of the new wall.

CL/alcl



174882

S88A5 1-18

RECORDED at REQUEST OF
Western Title Ins. Co.
At 10:30 A.M.

SEP 21 1983

OFFICIAL RECORDS OF
ALAMEDA COUNTY CALIFORNIA
RENE C. DAVIDSON
COUNTY RECORDER

DH

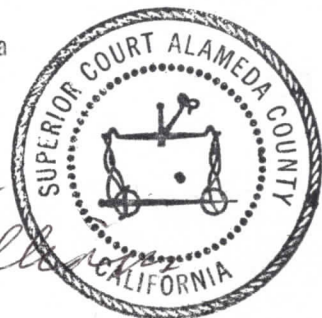
The foregoing instrument is a
correct copy of the original
on file in this office

ATTEST: SEP 20 1983

RENE C. DAVIDSON, County Clerk
County Clerk and ex-officio Clerk of the
Superior Court of the State of California
and for the County of Alameda

BY

DEPUTY





OFFICE OF THE
CLERK, BOARD OF SUPERVISORS

In reply, refer to AP 9/26/83

DATE: SEPTEMBER 26, 1983
TO: ASSESSOR
FROM: CLERK, BOARD OF SUPERVISORS
SUBJECT: CANCELLATION OF TAXES

Enclosed are requests 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 Livermore	83-140481	99A-1400-14-1	83-09-21
City of San Leandro	83-168337	75-27-7	83-09-22
City of San Leandro	83-172989	75-39-25	83-09-22

These are referred to you for processing.

WM:slf
Enclosures

cc: City of San Leandro, Attn: Richard H. West
City of Livermore, Attn: Carol Greany

1409B

FILED

AUG 19 1983

996

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

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

Plaintiff

ATTORNEYS FOR _____

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.

JOSEPH DIAS and RUTH M. DIAS, his
wife, as joint tenants; JOSEPH
DIAS; COUNTY OF ALAMEDA, a
political subdivision; and Does
One through One Hundred, inclusive,

Defendants.

Dept. No.

No. H-87139-4

ENTERED IN
JUDGEMENT BOOK

BOOK (REEL) H 108 PG 83

AUG 19 1983

RENE C. DAVIDSON, County Clerk

JUDGMENT IN CONDEMNATION

WHEREAS, plaintiff and defendants have stipulated that
Judgment In Condemnation may be entered with respect to the real
property or interests in real property described in plaintiff's
complaint on file herein as Parcels A and B and have waived
Findings of Fact, Conclusions of Law and Notice of Entry of
Judgment,

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AUG 24 1983

1 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND
2 DECREED that:

3 1. Just compensation to be paid by plaintiff for the
4 acquisition of said property is the sum of FORTY THREE THOUSAND
5 SIX HUNDRED DOLLARS (\$43,600.00) plus interest thereon at the
6 rate of ten percent (10%) per annum from March 2, 1983, the
7 effective date of the Order of Possession on file herein, to the
8 date of payment of said total sum. In addition to said sum,
9 plaintiff shall pay the sum of EIGHT HUNDRED DOLLARS (\$800.00)
10 for a temporary construction easement across Parcels A and B from
11 the date of possession to and including May 19, 1983.

12 2. That in addition to the compensation specified
13 above, and as additional compensation for the acquisition of said
14 properties, plaintiff agrees to bear the costs of demolition of
15 the buildings on the remainder of the property owned by
16 defendants located at 1762 and 1770 San Leandro Boulevard, San
17 Leandro, California.

18 3. That in addition to the compensation specified
19 above and as additional compensation for the acquisition of said
20 properties, plaintiff agrees to bear the cost of utility
21 connections to the properties located at 1762 and 1770 San
22 Leandro Boulevard, San Leandro, consisting of two (2) pull boxes
23 located in the sidewalk for electric and telephone hook-up.

24 4. That in addition to the compensation specified
25 above, plaintiff CITY OF SAN LEANDRO agrees that it will treat
26 the properties located at 1762 and 1770 San Leandro Boulevard,
27 San Leandro, when combined as one (1) parcel as containing a
28 combined total of 10,000 square feet for all purposes related to

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

1 any permitted or conditionally permitted uses notwithstanding the
2 fact that the combined area of 1762 and 1770 San Leandro
3 Boulevard will consist of 9830 square feet after judgment herein.

4 5. The plaintiff shall deposit the sums set forth in
5 paragraphs 1 hereof with Western Title Insurance Company of
6 Hayward, California, and shall instruct Western Title Insurance
7 Company to pay said sums to Gary R. Rinehart, Trustee for JOSEPH
8 DIAS and RUTH M. DIAS upon the recordation of the Final Order of
9 Condemnation.

10 6. The payment of said sums and performance of
11 said obligations is in full compensation for all interest in the
12 said real property, for all damages of every kind or nature
13 suffered or to be suffered by defendants because of the taking of
14 the property and the construction of the improvement in the
15 manner proposed by plaintiff, including interest for plaintiff's
16 possession prior to judgment, and damages suffered or alleged to
17 be suffered as a result of plaintiff's precondemnation
18 activities.

19 7. Upon payment of said total sum and performance of
20 said work, said real property shall be condemned to plaintiff and
21 as against JOSEPH DIAS and RUTH M. DIAS and County of Alameda,
22 in fee simple absolute, unless a lesser estate is described, and
23 all interests of said defendants in and to said property shall be
24 terminated.

25 8. The purpose for which said property is sought to be
26 condemned is a public use authorized by law and that the taking
27 is necessary for such use.

28 ///

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

9. Possession having been taken by plaintiff on March 2, 1983, all taxes, penalties and costs which are a lien on said property and which are apportioned to that portion of the fiscal year after said date are hereby cancelled pursuant to Revenue and Taxation Code § 4986. All such taxes, penalties and costs apportioned to that portion of the fiscal year before title shall have passed to plaintiff, which shall be unpaid, if any, shall be deducted from said sum and paid to the County of Alameda.

10. Defendants, JOSEPH DIAS and RUTH M. DIAS shall be reimbursed their ordinary costs of suit in the amount of ONE HUNDRED FIFTY-TWO DOLLARS AND FIFTY CENTS (\$152.50).

Dated:

AUG 18 1983

RECORDED at REQUEST OF
Western Title Ins. Co.
At 10:30 AM.

SEP 21 1983

OFFICIAL RECORDS OF
ALAMEDA COUNTY CALIFORNIA
RENE C. DAVIDSON
COUNTY RECORDER

Raymond F. Marshall
Judge of the Superior Court

The foregoing instrument is a
correct copy of the original
on file in this office

ATTEST: SEP 20 1983

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

Cheryl M. [Signature]
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

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

FILED

AUG 25 1983

Plaintiff
ATTORNEYS FOR _____

RENE C. DAVIDSON, County Clerk
BY Vicki Daybell
VICKI DAYBELL, Deputy

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.

JOSEPH DIAS and RUTH M. DIAS, his
wife, as joint tenants; JOSEPH
DIAS; COUNTY OF ALAMEDA, a
political subdivision; and Does
One through One Hundred, inclusive,

Defendants.

Dept. No.

No. H-87139-4

ENTERED IN
JUDGEMENT BOOK
BOOK (REEL) H 109 PG 18

AUG 25 1983

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.

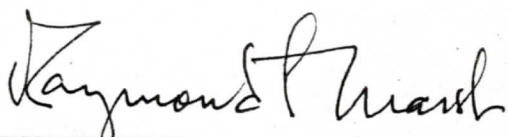
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AUG 30 1983

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 defendants Joseph Dias and Ruth M. Dias and County of
6 Alameda in and to said property shall be terminated.

7 Dated: AUG 25 1983

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10 Judge of the Superior Court

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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 A

Real property in the City of San Leandro, County of Alameda, State of California, being a portion of Lots G, and N, in Block 27, as said Lots and Block are shown on the Map of the Town of San Leandro, filed February 27, 1855, in Book 2 of Maps, page 43, Alameda County Records, and being further described as follows:

Commencing at the intersection of the northwestern line of Williams Street, 60.60 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, north 28° west (north 28° west being assumed as the bearing of said line of San Leandro Boulevard for the purpose of this description) 110.00 feet to the TRUE POINT OF BEGINNING; thence continuing along said northeastern line of San Leandro Boulevard, north 28° west 40.00 feet; thence north 62° east 16.25 feet to a point of intersection with a non-tangent curve, concave to the northeast, having a radius of 590.00 feet, and a central angle of 3° 53' 35", a radial line to said point bears south 60° 20' 06" west, thence along said curve, southeasterly 40.09 feet to a non-tangent line, said non-tangent line being a line drawn north 62° east from the true point of beginning; thence along the line so drawn, south 62° west 18.77 feet to the TRUE POINT OF BEGINNING.

The above described parcel of land contains 691 square feet, more or less.

PARCEL B

Real property in the City of San Leandro, County of Alameda, State of California, being a portion of Lot N, Block 27, as said Lot and Block are shown on the Map of the Town of San Leandro, filed February 27, 1855, in Book 2 of Maps, page 43, Alameda County Records, and being further described as follows:

Commencing at the intersection of the northwestern line of Williams Street, 60.60 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, north 28° west (north 28° west being assumed as the bearing of said line of San Leandro Boulevard for the purpose of this description) 75.00 feet to the TRUE POINT OF BEGINNING; thence continuing along said northeastern line of San Leandro Boulevard, north 28° west 35.00 feet; thence north 62° east 18.77 feet to a point of intersection with a non-tangent curve, concave to the northeast, having a radius of 590.00 feet, and a central angle of 3° 25' 37", a radial line to said point bears south 56° 26' 31" west; thence along said curve, southeasterly 35.29 feet to a non-tangent line, said non-tangent line being a line drawn north 62° east from the true point of beginning; thence along the line so drawn, south 62° west 23.24 feet to the TRUE POINT OF BEGINNING.

The above described parcel of land contains 729 square feet, more or less.

83-168337

RECORDED IN OFFICIAL RECORDS
OF ALAMEDA COUNTY, CALIF.
RENE C. DAVIDSON, County Recorder

SEP 12 1983

AM

PM

7,8,9,10,11,12,1,2,3,4,5,6

14

The foregoing instrument is
correct copy of the original
on file in this office

ATTEST: SEP 12 1983

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 M. J. [Signature] DEPUTY



1052-84B 1-110
1052-54B
83-172989
033

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

FILED

AUG 25 1983

Plaintiff
ATTORNEYS FOR _____

RENE C. DAVIDSON, County Clerk
BY Vicki Daybell
VICKI DAYBELL, Deputy

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.

JACK B. WOOD and CELIA M. WOOD,
his wife, as tenants in common;
TAKESHI ENDO and TAKAKO ENDO, his
wife, as tenants in common; COUNTY
OF ALAMEDA, a political
subdivision; WESTERN TITLE
INSURANCE COMPANY, a corporation;
MARY POND BAKER and EILEEN D.
POND TRAVERSE; and Does One through
One Hundred, inclusive,

Defendants.

Dept. No.

No. H- 87140-0

Parcels A,B,C & 4B

ENTERED IN
JUDGEMENT BOOK
BOOK (REEL) H 109 PG 18

AUG 25 1983

RENE C. DAVIDSON, County Clerk

FINAL ORDER OF CONDEMNATION

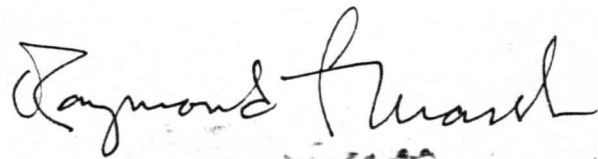
It appearing to the Court that plaintiff has satisfied
the Judgment in Condemnation entered in this proceeding;

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.

AUG 30 1983

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 defendants Jack B. Wood and Celia M. Wood, Takeshi
6 Endo and Takako Endo, County of Alameda, Western Title Insurance
7 Company, Mary Pond Baker and Eileen D. Pond Traverse in and to
8 said property shall be terminated.

9 Dated: AUG 25 1983

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12 Judge of the Superior Court

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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

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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 A

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

Being portion of Lots E and F, 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, described as follows:

Beginning at the intersection of the southeast line of West Juana Avenue, (formerly Saunders Street), 80.64 feet wide, with the northeast 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 West Juana Avenue, northeasterly 60.00 feet; thence at right angles to last said line, southeasterly, 1.7 feet to a line drawn parallel with and 1.7 feet southeasterly, measured at right angles, from said line of West Juana Avenue; thence along said parallel line, southwesterly, 24 feet to a tangent curve, concave to the east, having a radius of 20 feet; thence southwesterly, southerly and southeasterly along said curve, through a central angle of 90°, a distance of 31.42 feet to a tangent line, said tangent line being also parallel with and 16 feet northeasterly, measured at right angles, from said line of San Leandro Boulevard; thence along last said

parallel line, southeasterly, 103.3 feet to the southeast line of said Lot F; thence along last said line, southwesterly, 16 feet to the said line of San Leandro Boulevard; thence along last said line, northwesterly, 125 feet to the beginning.

The above described parcel of land contains 2,161 square feet, more or less.

PARCEL B

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

The southwestern 16 feet of the northwestern 50 feet 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.

The above described parcel of land contain 800 square feet, more or less.

PARCEL C

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

Being a portion of Lot F, Block 28, Map of the Town of San Leandro, filed February 27, 1855, Map Book 2, page 43, Alameda County Records, described as follows:

Beginning at the intersection of the southeast line of Parrott Street, 80.63 feet wide, with the northeast 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 Parrott Street, northeasterly, 36 feet to a point of cusp with a tangent curve, concave to the east, having a radius of 20 feet; thence southwesterly, southerly, and southeasterly along said curve, through a central angle of 90°, a distance of 31.42 feet to a tangent line, said tangent line being also parallel with and 16 feet northeasterly, measured at right angles, from said line of San Leandro Boulevard; thence along said parallel line, southeasterly, 80 feet to a line drawn parallel with and 100 feet southeasterly, measured at right angles, from the said line of Parrott Street; thence along said parallel line, southwesterly, 16 feet to the said line of San Leandro Boulevard, thence along last said line, northwesterly, 100 feet to the beginning.

The above described parcel of land contains 1,686 square feet, more or less.

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Real property in the City of San Leandro, County of Alameda, State of California, described as follows:

The northwestern 50 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 parcel of land.

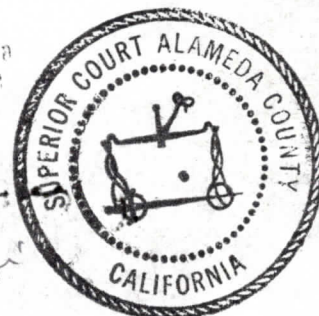
The southwestern 16 feet of the northwestern 50 feet of Lot N, as said Lot is shown on the Map Showing Subdivision of Block 29 San Leandro, filed March 1, 1907, Map Book 22, page 42, Alameda County Records.

The above described parcel of land contains 4,200 square feet, more or less.

The foregoing instrument is a
correct copy of the original
on file in this office

ATTEST: SEP 12 1983

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



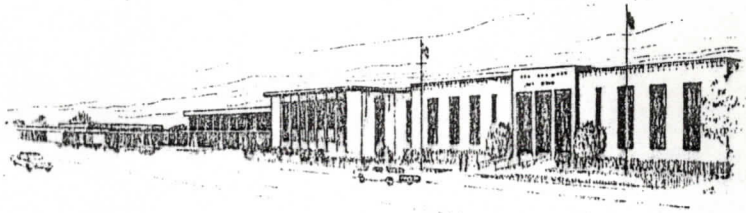
RECORDED at REQUEST OF
Western Title Ins. Co.
At 10:30 AM.

SEP 19 1983

OFFICIAL RECORDS OF
ALAMEDA COUNTY CALIFORNIA
RENE C. DAVIDSON
COUNTY RECORDER

LD 83-14
Dwg. 877 Case 1602
Plan Line - Remainder
San Leandro Blvd.
Wood and Endo
Assessor's No. 75-39-25

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



Office of City Clerk 415-577-3366

22 September 1983

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

Subject: Tax Cancellation

Gentlemen:

The City Council of the City of San Leandro has acquired fee title to the real property described in the attached legal description and all improvements thereon.

Title was taken by deed from Jack B. & Celia M. Wood; and

Takeshi and Takako Endo (San Leandro Boulevard widening)
recorded in the Official Records of the County of Alameda under the
County Recorder's Serial No. 172989, RE: IM
on 19 September 1983, 19 .

It is requested that your Honorable Board will:

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

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

Very truly yours,

Richard H. West, CMC
City Clerk

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

FILED

ADD 23 11/1

WILLIAM C. DAVIDSON, County Clerk
By Vicki Dayton, Deputy

Plaintiff

ATTORNEYS FOR _____

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,	)	Dept. No.
	)	
Plaintiff,	)	No. H- 87140-0
v.	)	
	)	Parcels A, B, C & 4B
JACK B. WOOD and CELIA M. WOOD, his wife, as tenants in common;	)	
TAKESHI ENDO and TAKAKO ENDO, his wife, as tenants in common; COUNTY OF ALAMEDA, a political subdivision; WESTERN TITLE INSURANCE COMPANY, a corporation;	)	
MARY POND BAKER and EILEEN D. POND TRAVERSE; and Does One through One Hundred, inclusive,	)	
Defendants.	)	<u>FINAL ORDER OF CONDEMNATION</u>

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.

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 defendants Jack B. Wood and Celia M. Wood, Takeshi
6 Endo and Takako Endo, County of Alameda, Western Title Insurance
7 Company, Mary Pond Baker and Eileen D. Pond Traverse in and to
8 said property shall be terminated.

9 Dated:

10 AUG 25 1983

11 RAYMOND L. MARSH

12 Judge of the Superior Court
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PARCEL A

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

Being portion of Lots E and F, 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, described as follows:

Beginning at the intersection of the southeast line of West Juana Avenue, (formerly Saunders Street), 80.64 feet wide, with the northeast 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 West Juana Avenue, northeasterly 60.00 feet; thence at right angles to last said line, southeasterly, 1.7 feet to a line drawn parallel with and 1.7 feet southeasterly, measured at right angles, from said line of West Juana Avenue; thence along said parallel line, southwesterly, 24 feet to a tangent curve, concave to the east, having a radius of 20 feet; thence southwesterly, southerly and southeasterly along said curve, through a central angle of 90°, a distance of 31.42 feet to a tangent line, said tangent line being also parallel with and 16 feet northeasterly, measured at right angles, from said line of San Leandro Boulevard; thence along last said

1 parallel line, southeasterly, 103.3 feet to the southeast line of
2 said Lot F; thence along last said line, southwesterly, 16 feet
3 to the said line of San Leandro Boulevard; thence along last said
4 line, northwesterly, 125 feet to the beginning.

5 The above described parcel of land contains 2,161 square feet,
6 more or less.

7 PARCEL B

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

10 The southwestern 16 feet of the northwestern 50 feet of Lot N, as
11 said Lot is shown on the Map showing Subdivision of Block 29 San
12 Leandro, filed March 1, 1907, Map Book 22, page 42, Alameda
13 County Records.

14 The above described parcel of land contain 800 square feet, more
15 or less.

16 PARCEL C

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

19 Being a portion of Lot F, Block 28, Map of the Town of San
20 Leandro, filed February 27, 1855, Map Book 2, page 43, Alameda
21 County Records, described as follows:

22 Beginning at the intersection of the southeast line of Parrott
23 Street, 80.63 feet wide, with the northeast line of San Leandro
24 Boulevard (formerly Estudillo Street), 80.63 feet wide, as said
25 streets are shown on said map; thence along said line of Parrott
26 Street, northeasterly, 36 feet to a point of cusp with a tangent
27 curve, concave to the east, having a radius of 20 feet; thence
28 southwesterly, southerly, and southeasterly along said curve,
through a central angle of 90°, a distance of 31.42 feet to a
tangent line, said tangent line being also parallel with and 16
feet northeasterly, measured at right angles, from said line of
San Leandro Boulevard; thence along said parallel line,
southeasterly, 80 feet to a line drawn parallel with and 100 feet
southeasterly, measured at right angles, from the said line of
Parrott Street; thence along said parallel line, southwesterly,
16 feet to the said line of San Leandro Boulevard, thence along
last said line, northwesterly, 100 feet to the beginning.

The above described parcel of land contains 1,686 square feet,
more or less.

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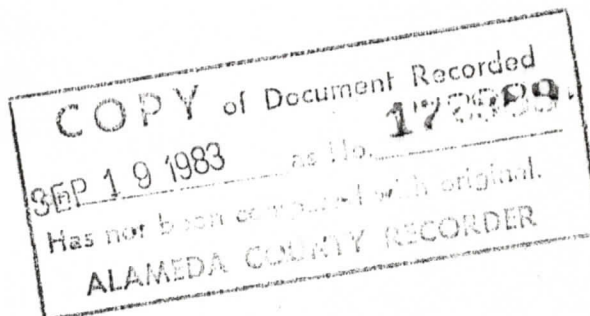
Real property in the City of San Leandro, County of Alameda, State of California, described as follows:

The northwestern 50 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 parcel of land.

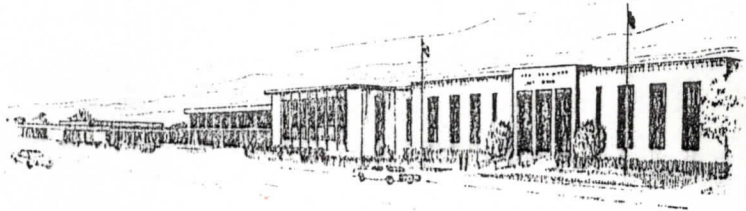
The southwestern 16 feet of the northwestern 50 feet of Lot N, as said Lot is shown on the Map Showing Subdivision of Block 29 San Leandro, filed March 1, 1907, Map Book 22, page 42, Alameda County Records.

The above described parcel of land contains 4,200 square feet, more or less.



LD 83-14
Dwg. 877 Case 1602
Plan Line - Remainder
San Leandro Blvd.
Wood and Endo
Assessor's No. 75-39-25

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



Office of City Clerk 415-577-3366

22 September 1983

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

Subject: Tax Cancellation

1762 12B

Gentlemen:

The City Council of the City of San Leandro has acquired fee title to the real property described in the attached legal description and all improvements thereon.

75-27-7

Title was taken by deed from Joseph & Ruth M. Dias

(San Leandro Boulevard widening)

recorded in the Official Records of the County of Alameda under the
County Recorder's Serial No. 83-168337, RE: IM
on 12 September, 19 83.

It is requested that your Honorable Board will:

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

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

Very truly yours,

Richard H. West

Richard H. West, CMC
City Clerk

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✓ 100 21

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) 577-7161

8 Plaintiff
9 ATTORNEYS FOR _____

10
11
12 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
13
14 IN AND FOR THE COUNTY OF ALAMEDA
15
16 HAYWARD BRANCH

17 CITY OF SAN LEANDRO, a municipal
18 corporation,

19 Plaintiff,

20 v.

21 JOSEPH DIAS and RUTH M. DIAS, his
22 wife, as joint tenants; JOSEPH
23 DIAS; COUNTY OF ALAMEDA, a
24 political subdivision; and Does
25 One through One Hundred, inclusive,

26 Defendants.

Dept. No.

No. H-87139-4

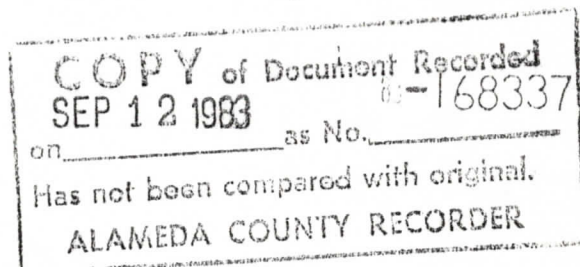
FINAL ORDER OF CONDEMNATION

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

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

34 ///

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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 defendants Joseph Dias and Ruth M. Dias and County of
6 Alameda in and to said property shall be terminated.

7 Dated:

AUG 25 1965

9 RAYMOND L. MARSH

10 Judge of the Superior Court

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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 A

Real property in the City of San Leandro, County of Alameda, State of California, being a portion of Lots G, and N, in Block 27, as said Lots and Block are shown on the Map of the Town of San Leandro, filed February 27, 1855, in Book 2 of Maps, page 43, Alameda County Records, and being further described as follows:

Commencing at the intersection of the northwestern line of Williams Street, 60.60 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, north 28° west (north 28° west being assumed as the bearing of said line of San Leandro Boulevard for the purpose of this description) 110.00 feet to the TRUE POINT OF BEGINNING; thence continuing along said northeastern line of San Leandro Boulevard, north 28° west 40.00 feet; thence north 62° east 16.25 feet to a point of intersection with a non-tangent curve, concave to the northeast, having a radius of 590.00 feet, and a central angle of 3° 53' 35", a radial line to said point bears south 60° 20' 06" west, thence along said curve, southeasterly 40.09 feet to a non-tangent line, said non-tangent line being a line drawn north 62° east from the true point of beginning; thence along the line so drawn, south 62° west 18.77 feet to the TRUE POINT OF BEGINNING.

The above described parcel of land contains 691 square feet, more or less.

PARCEL B

Real property in the City of San Leandro, County of Alameda, State of California, being a portion of Lot N, Block 27, as said Lot and Block are shown on the Map of the Town of San Leandro, filed February 27, 1855, in Book 2 of Maps, page 43, Alameda County Records, and being further described as follows:

Commencing at the intersection of the northwestern line of Williams Street, 60.60 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, north 28° west (north 28° west being assumed as the bearing of said line of San Leandro Boulevard for the purpose of this description) 75.00 feet to the TRUE POINT OF BEGINNING; thence continuing along said northeastern line of San Leandro Boulevard, north 28° west 35.00 feet; thence north 62° east 18.77 feet to a point of intersection with a non-tangent curve, concave to the northeast, having a radius of 590.00 feet, and a central angle of 3° 25' 37", a radial line to said point bears south 56° 26' 31" west; thence along said curve, southeasterly 35.29 feet to a non-tangent line, said non-tangent line being a line drawn north 62° east from the true point of beginning; thence along the line so drawn, south 62° west 23.24 feet to the TRUE POINT OF BEGINNING.

The above described parcel of land contains 729 square feet, more or less.

ALAMEDA COUNTY
POLICY NUMBER

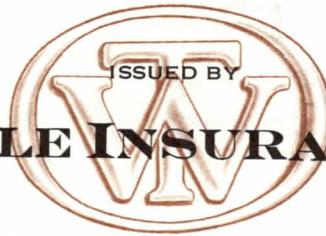
S73 506719

POLICY OF TITLE INSURANCE

CITY ATTORNEY'S OFFICE

FEB 1 0 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;

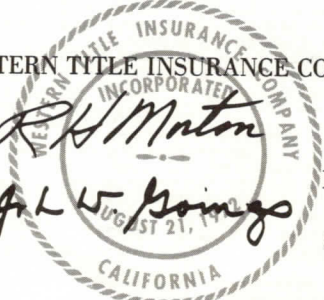
and in addition, as to an insured lender only:

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 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 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

TS

Policy Number

S 506719

Fee \$ 261.00

Order Number

100721

Amount \$ 21,800.00

Date of Policy September 12, 1983 at 2:00 o'clock p. 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- 1983-84 taxes a lien, not yet payable.
- 2- An Ordinance establishing right of way lines, Ordinance No. 1236 N.S., by City of San Leandro, recorded December 29, 1959, Series No. AQ/153429.
(Affects the southwest portion of the premises)

1982-83 TAX INFORMATION

Co. Acct. No.: 75-27-7, Tracer No.: 167169, Tax Rate 1.0751

Code Area: 10-001

1st Installment: \$250.01, paid

2nd Installment: \$250.01, paid

Land: \$23,433.00

Imp: \$6,548.00

Exempt: None

Pers. Prop.: None

Pers. Prop. Exempt: None

Policy Number
S 506719

SCHEDULE C

Order Number
100721

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

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

Being a portion of Lots G, and N, in Block 27, as said Lots and Block are shown on the Map of the Town of San Leandro, filed February 27, 1855, in Book 2 of Maps, page 43, Alameda County Records, and being further described as follows:

Commencing at the intersection of the northwestern line of Williams Street, 60.60 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, north 28 degrees west (north 28 degrees west being assumed as the bearing of said line of San Leandro Boulevard for the purpose of this description) 110.00 feet to the True Point of Beginning; thence continuing along said northeastern line of San Leandro Boulevard, north 28 degrees west 40.00 feet; thence north 62 degrees east 16.25 feet to a point of intersection with a non-tangent curve, concave to the northeast, having a radius of 590.00 feet, and a central angle of 3 degrees 53' 35", a radial line to said point bears south 60 degrees 20' 06" west; thence along said curve, southeasterly 40.09 feet to a non-tangent line, said non-tangent line being a line drawn north 62 degrees east from the true point of beginning; thence along the line so drawn, south 62 degrees west 18.77 feet to the True Point of Beginning.

The above described parcel of land contains 691 square feet, more or less.

INFLATION INDORSEMENT

Attached to Policy No. S 506719

Order Number
100721

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.

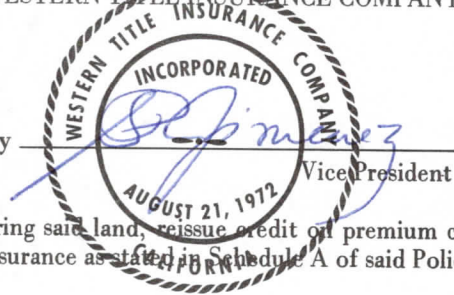
For the purpose of this Indorsement the term "insured owner" is defined as any insured described in paragraph 3. of Schedule A and, subject to any rights or defenses the Company may have had under said Policy and all indorsements, such insured's heirs, distributees, devisees, survivors, personal representatives 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 12, 1983
At: 2:00 p.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
DEC 6 1983
CITY CLERK'S OFFICE

In reply, refer to CT#62

DATE: DECEMBER 2, 1983
TO: SUICHI YOSHIURA, ASSESSOR'S OFFICE
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	83-168337	75-27-7	83/09/22

This is referred to you for processing.

WM:slf
Enclosures

cc: ✓ City Clerk, City of San Leandro
835 E. 14th Street
San Leandro, CA 94577

1409B

1708E

San Francisco, CA 94211
232 E. FAY STREET
CC: CITY CLERK, CITY OF SAN FRANCISCO

ENCLOSURES
MM:STJ

This is referred to you for processing.

CITY OF SAN FRANCISCO	83-108331	12-31-1	83/08/35
CITY OF VENEZUELA	RECORDED, S. NO.	VBA OF VENEZUELA	DATE OF RECORD

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

SUBJECT: CANCELLATION OF TAXES
FROM: CREEK, BOVED OF SUBSIDIARIES
TO: SHICHI KOSHIMBU, VENEZUELA, S. OFFICE
DATE: DECEMBER 3, 1983

IN REPLY, REFER TO CLERK

CITY CLERK'S OFFICE
DEC 6 1983
CITY OF SAN FRANCISCO

CITY of SAN LEANDRO

DEC 6 1983

CITY CLERK'S OFFICE

In reply, refer to CT#63

DATE: DECEMBER 2, 1983
TO: SUICHI YOSHIURA, ASSESSOR'S OFFICE
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	83-172989	75-39-25-14-1	83/09/22

This is referred to you for processing.

WM:sif
Enclosures

cc: City Clerk, City of San Leandro
835 E. 14th Street
San Leandro, CA 94577

1409B

19088

SAN LEANDRO, CA 94577
832 E. 10TH STREET
CITY CLERK, CITY OF SAN LEANDRO

Enclosures
None

This is referred to you for processing.

CITY OF SAN LEANDRO	83-113888	12-30-32-14-1	83108133
CITY OF SAN LEANDRO	RECORDING NO.	FILE OF ADDRESS	DATE OF RECORD

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

SUBJECT: CANCELLATION OF TAXES
FROM: CLERK, BOARD OF SUPERVISORS
TO: SHIRLEY LORING, ASSESSOR'S OFFICE
DATE: DECEMBER 3, 1983

In reply, refer to 83108133

CITY CLERK'S OFFICE
DEC 8 1983
CITY OF SAN LEANDRO

ALAMEDA COUNTY
POLICY NUMBER

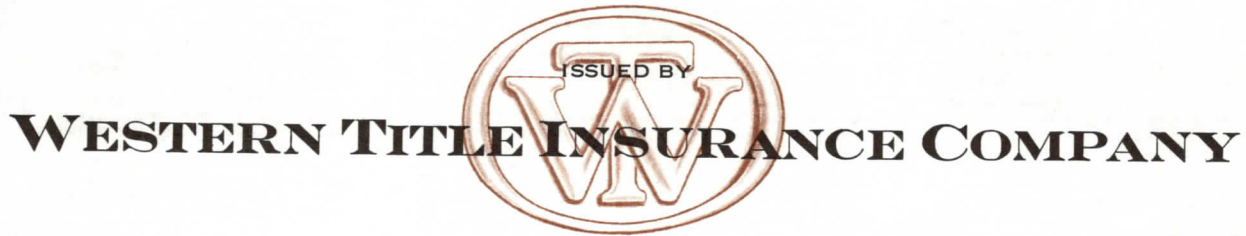
S73 506822

POLICY OF TITLE INSURANCE

CITY ATTORNEY'S OFFICE

DEC 9 1983

CITY OF SAN LEANDRO

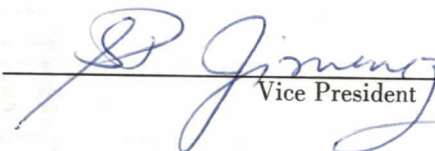


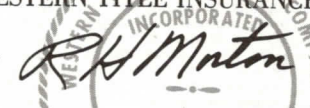
SUBJECT TO SCHEDULE B AND THE CONDITIONS AND STIPULATIONS HEREOF, WESTERN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures the insured, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and 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 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 incurred 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.

MG

SCHEDULE A

Policy Number
S 506822

Fee \$ 544.00

Order Number
100726

Amount \$ 20,230.00

Date of Policy September 19, 1983 at 10:30 o'clock a.m.

1. Name of Insured:

CITY OF SAN LEANDRO,
a municipal corporation

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

A FEE

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

CITY OF SAN LEANDRO, a municipal corporation

SCHEDULE B

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

PART ONE

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

Policy Number
S 506822

Order Number
100726

SCHEDULE B (Continued)

PART TWO

NONE

SCHEDULE C

The land referred to in this Policy is described as:

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

Being a portion of Lot F, Block 28, Map of the Town of San Leandro, filed February 27, 1855, Map Book 2, page 43, Alameda County Records, described as follows:

Beginning at the interesection of the southeast line of Parrott Street, 80.63 feet wide, with the northeast 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 Parrott Street, northeasterly, 36 feet to a point of cusp with a tangent curve, concave to the east, having a radius of 20 feet; thence southwesterly, southerly, and southeasterly along said curve, through a central angle of 90°, a distance of 31.42 feet to a tangent line, said tangent line being also parallel with and 16 feet northeasterly, measured at right angles, from said line of San Leandro Boulevard; thence along said parallel line, southeasterly, 80 feet to a line drawn parallel with and 100 feet southeasterly, measured at right angles, from the said line of Parrott Street; thence along said parallel line, southwesterly, 16 feet to the said line of San Leandro Boulevard, thence along last said line, norhtwesterly, 100 feet to the beginning.

The above described parcel of land contains 1,686 square feet, more or less.

INFLATION INDORSEMENT

Attached to Policy No. S 506822

Order Number
100726

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 19, 1983

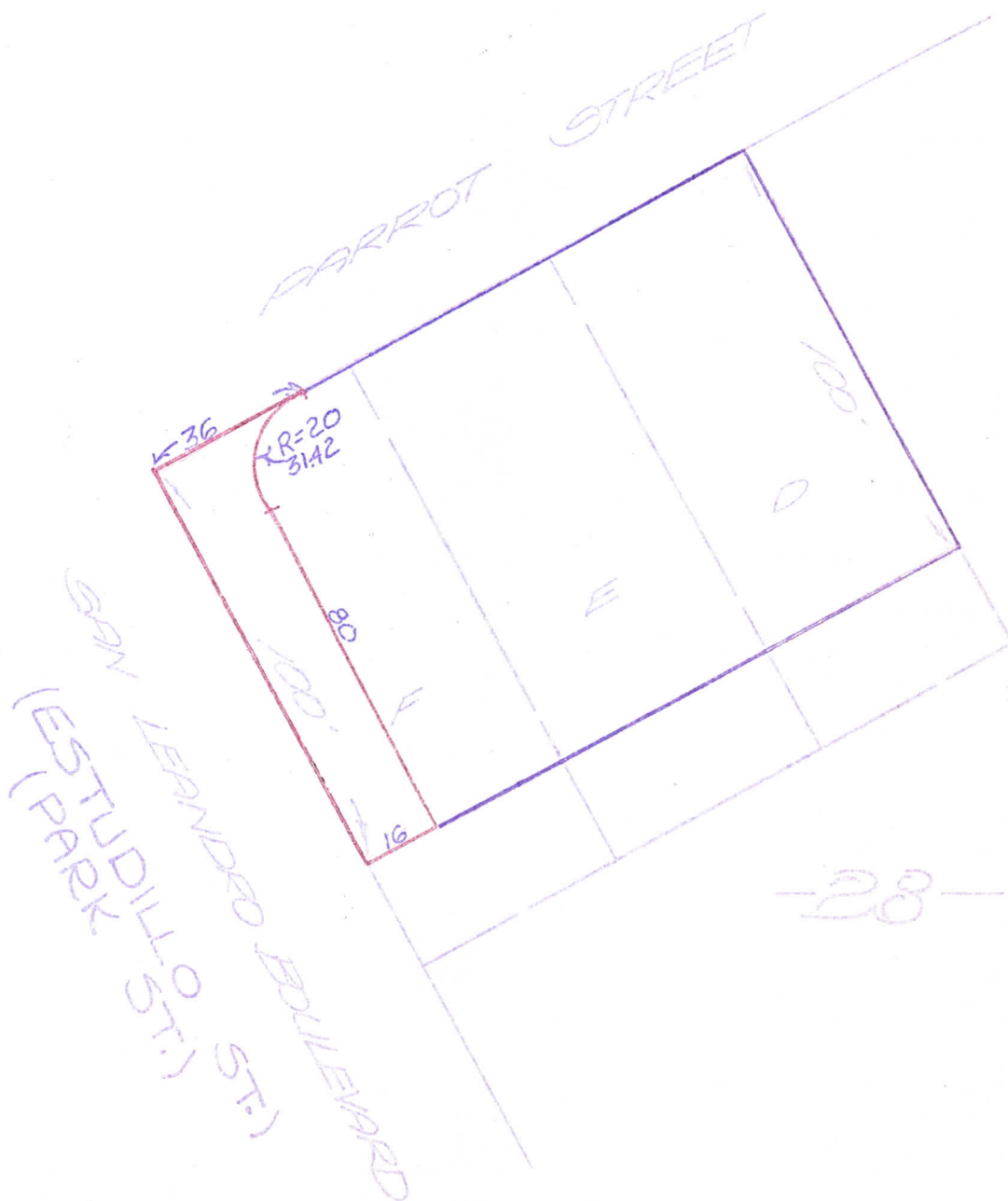
At: 10:30 a.m.

WESTERN TITLE INSURANCE COMPANY

By  Vice President

NOTE: In connection with a future application for title insurance covering said and, 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.





-28-

ALAMEDA COUNTY
POLICY NUMBER

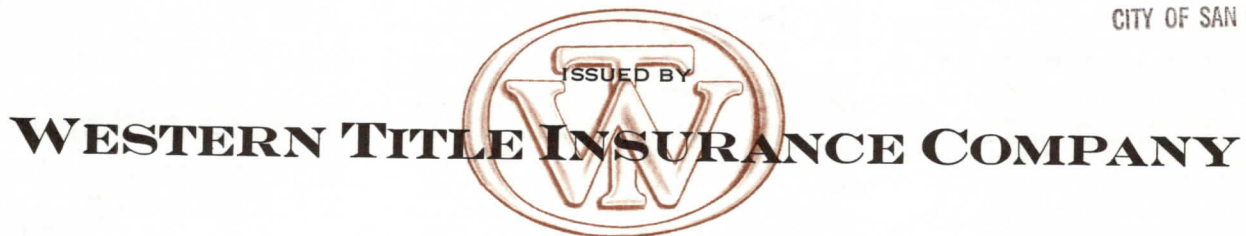
S73 506823

POLICY OF TITLE INSURANCE

CITY ATTORNEY'S OFFICE

DEC 9 1983

CITY OF SAN LEANDRO



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:

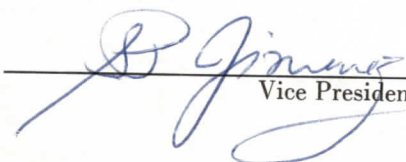
1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Unmarketability of such title; or
4. Any lack of the ordinary right of an abutting owner for access to at least one physically open street or 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 owed 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 of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, an Assistant Vice President or the Secretary of the Company.

No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

12. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at its Home Office, 100 Mission Street, San Francisco, California 94105.

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

MG

SCHEDULE A

Policy Number
S 506823

Fee \$ 544.00

Order Number
100729

Amount \$ 88,774.00

Date of Policy September 19, 1983 at 10:30 o'clock a.m.

1. Name of Insured:

CITY OF SAN LEANDRO,
a municipal corporation

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

A FEE

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

CITY OF SAN LEANDRO, a municipal corporation

SCHEDULE B

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

PART ONE

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

Policy Number
S 506823

Order Number
100729

SCHEDULE B (Continued)

PART TWO

NONE

Policy Number
S 506823

Order Number
100729

SCHEDULE C

The land referred to in this Policy is described as:

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

The northwestern 50 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.

The above described parcel of land contains 5,000 square feet, more or less.

INFLATION INDORSEMENT

Attached to Policy No. S 506823

Order Number
100729

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 19, 1983
At: 10:30 a.m.

WESTERN TITLE INSURANCE COMPANY

By *[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.





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

ALAMEDA COUNTY
POLICY NUMBER

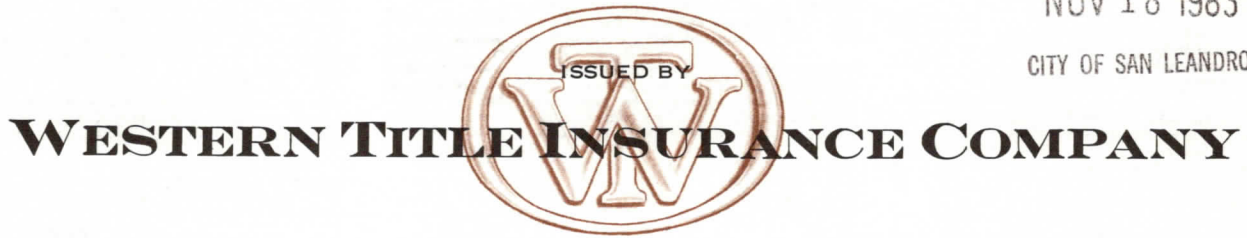
S73 506824

POLICY OF TITLE INSURANCE

CITY ATTORNEY'S OFFICE

NOV 18 1983

CITY OF SAN LEANDRO



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:

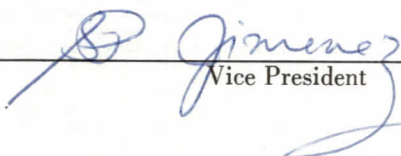
1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Unmarketability of such title; or
4. Any lack of the ordinary right of an abutting owner for access to at least one physically open street or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

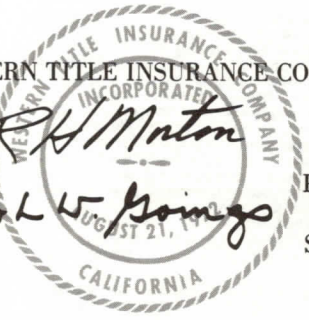
and in addition, as to an insured lender only:

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 therefor as herein provided. Upon such offer being made by the Company, all liability and obligations of the Company hereunder to the owner of the indebtedness secured by said insured mortgage, other than the obligation to purchase said indebtedness pursuant to this paragraph, are terminated.

6. DETERMINATION AND PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed the least of:

- (i) the actual loss of the insured claimant; or
- (ii) the amount of insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in paragraph 2 (a) hereof; or
- (iii) if this policy insures the owner of the indebtedness secured by the insured mortgage, and provided said owner is the insured claimant, the amount of the unpaid principal of said indebtedness, plus interest thereon, provided such amount shall not include any additional principal indebtedness created subsequent to Date of Policy, except as to amounts advanced to protect the lien of the insured mortgage and secured thereby.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When the amount of loss or damage has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

7. LIMITATION OF LIABILITY

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, or the lien of the insured mortgage, as insured, within a reasonable time after

receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily admitted or assumed by an insured without prior written consent of the Company.

8. REDUCTION OF INSURANCE; TERMINATION OF LIABILITY

All payments under this policy, except payment made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto; provided, however, if the owner of the indebtedness secured by the insured mortgage is an insured hereunder, then such payments, prior to the acquisition of title to said estate or interest as provided in paragraph 2 (a) of these Conditions and Stipulations, shall not reduce pro tanto the amount of the insurance afforded hereunder as to any such insured, except to the extent that such payments reduce the amount of the indebtedness secured by such mortgage.

Payment in full by any person or voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company to an insured owner of the indebtedness secured by the insured mortgage, except as provided in paragraph 2 (a) hereof.

9. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy, as to the insured owner of the estate or interest covered by this policy, shall be reduced by any amount the Company may pay under any policy insuring (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgage any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

The provisions of this paragraph 9 shall not apply to an owner of the indebtedness secured by the insured mortgage, unless such insured acquires title to said estate or interest in satisfaction of said indebtedness or any part thereof.

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have paid or settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant, except that the owner of the indebtedness secured by the insured mortgage may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness, provided such act occurs prior to receipt by such insured of notice of any claim of title or interest adverse to the title to the estate or interest or the priority of the lien of the insured mortgage and does not result in any loss of priority of the lien of the insured mortgage. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and the Company is hereby authorized and empowered to sue, compromise or settle in its name or in the name of the insured to the full extent of the loss sustained by the Company. If requested by the Company, the insured shall execute any and all documents to evidence the within subrogation. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss, but such subrogation shall be in subordination to an insured mortgage. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall as to such insured claimant be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

11. LIABILITY LIMITED TO THIS POLICY

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby, or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

This policy shall not be valid until countersigned by a Vice President or an Assistant Vice President of the Company. No amendment or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, an Assistant Vice President or the Secretary of the Company.

No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

12. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at its Home Office, 100 Mission Street, San Francisco, California 94105.

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

MG

SCHEDULE A

Policy Number
S 506824

Fee \$ 544.00

Order Number
100731

Amount \$ 36,369.00

Date of Policy September 19, 1983 at 10:30 o'clock a.m.

1. Name of Insured:

CITY OF SAN LEANDRO,
a municipal corporation

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

A FEE

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

CITY OF SAN LEANDRO, a municipal corporation

SCHEDULE B

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

PART ONE

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

Policy Number
S 506824

Order Number
100731

SCHEDULE B (Continued)

PART TWO

1- 1983-84 taxes a lien, not yet payable.

SCHEDULE C

The land referred to in this Policy is described as:

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

Being portion of Lots E and F, 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, described as follows:

Beginning at the intersection of the Southeast line of West Juana Avenue, (formerly Saunders Street), 80.64 feet wide, with the northeast 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 West Juana Avenue, northeasterly 60.00 feet; thence at right angles to last said line, southeasterly, 1.7 feet to a line drawn parallel with and 1.7 feet southeasterly, measured at right angles, from said line of West Juana Avenue; thence along said parallel line, southwesterly, 24 feet to a tangent curve, concave to the east, having a radius of 20 feet; thence southwesterly, southerly and southeasterly along said curve, through a central angle of 90, a distance of 31.42 feet to a tangent line, said tangent line being also parallel with and 16 feet northeasterly, measured at right angles, from said line of San Leandro Boulevard; thence along last said parallel line, southeasterly, 103.3 feet to the southeast line of said Lot F; thence along last said line, southwesterly, 16 feet to the said line of San Leandro Boulevard; thence along last said line, northwesterly, 125 feet to the beginning.

The above described parcel of land contains 2,161 square feet, more or less.

INFLATION INDORSEMENT

Attached to Policy No. S 506824

Order Number
100731

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 19, 1983
At: 10:30 a.m.

WESTERN TITLE INSURANCE COMPANY

By [Signature] Vice President

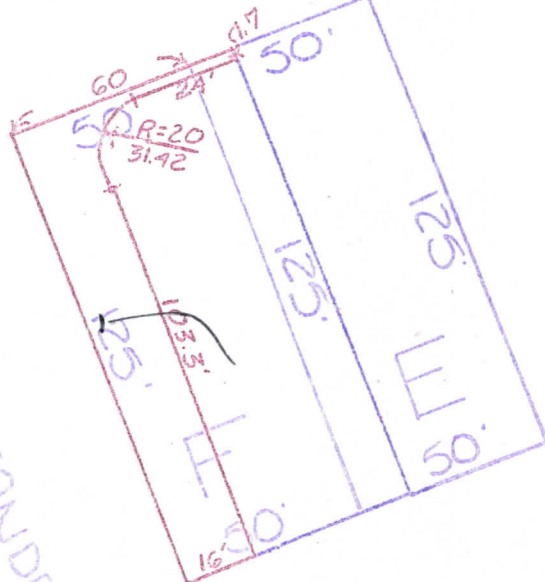
NOTE: In connection with a future application for title insurance covering said land, reissue credit on premium charges (if applicable at all) will be allowed only upon the original face amount of insurance as stated in Schedule A of said Policy.



WEST JUANA (SAUNDERS) ST

-29-

BLVD.
(ESTUDILLO)
LEANDRO
(PARK)
SAN





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