Order No. 804307
Escrow No.
Loan No.

WHEN RECORDED MAIL TO:

W. M. Calvert
Puboic Works Dept.
City of San Leandro
Civic Center, 835 E. 14th Street
San Leandro, Ca. 94577

DH

78-078141

RECORDED at REQUEST OF
First American Title Co.
At 10:30 A.M.
APR 28 1978
OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
RENE C. DAVIDSON
COUNTY RECORDER

RE:5367 IM: 74

TRANSFER
TAX PAID
ALAMEDA COUNTY

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

DOCUMENTARY TRANSFER TAX $ 66.00
X Computed on the consideration or value of property conveyed; OR
...... Computed on the consideration or value less liens or encumbrances remaining at time of sale.

Signature of Declarant or Agent determining tax — Firm Name
First American Title Guaranty Company

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

MARY FAUSTINA, also known as MARY V. FAUSTINA, a widow and EDMOND FAUSTINA and ESTHER FAUSTINA, his wife

hereby GRANT(S) to

CITY OF SAN LEANDRO

the real property in the City of *San Leandro*
County of *Alameda*, State of California, described as

FOR DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

STATE OF CALIFORNIA
COUNTY OF ALAMEDA } ss.

On APRIL 26, 1978, before me, the undersigned, a Notary Public in and for said State, personally appeared MARY FAUSTINA, EDMOND FAUSTINA, AND ESTHER FAUSTINA

known to me to be the person S whose name ARE subscribed to the within instrument and acknowledged to me that THEY executed the same.

WITNESS my hand and official seal.

Signature Judith Ann Dickerson

JUDITH ANN DICKERSON
Name (Typed or Printed)

OFFICIAL SEAL
JUDITH ANN DICKERSON
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Commission Expires Jan. 24, 1981
858 E. 14th St., San Leandro, Ca. 94577

78-078142

(This area for official notarial seal)

Form 3001—(Individual) First American Title Company

Dated 4/26/78

Mary V. Faustina
MARY FAUSTINA
Edmond Faustina
EDMOND FAUSTINA
Esther Faustina
ESTHER FAUSTINA

STATE OF CALIFORNIA
COUNTY OF ALAMEDA] ss.

On APRIL 26, 1978 before me, the undersigned, a Notary Public in and for said State, personally appeared MARY FAUSTINA, EDMOND FAUSTINA AND ESTHER FAUSTINA

known to me to be the person S whose names ARE subscribed to the within instrument and acknowledged that THEY executed the same.

WITNESS my hand and official seal.

Signature Judith Ann Dickerson

OFFICIAL SEAL
JUDITH ANN DICKERSON
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Commission Expires Jan. 24, 1981
858 E. 14th St., San Leandro, Ca. 94577

(This area for official notarial seal)

1002 (10/69)

MAIL TAX STATEMENTS AS DIRECTED ABOVE 804307 A

First American Title Insurance Company

HOME OFFICE: 421 NORTH MAIN STREET, SANTA ANA, CALIFORNIA 92701 · (AREA 714) 558-3211

A subsidiary of The First American Financial Corporation

LEGAL DESCRIPTION

REAL PROPERTY in the City of San Leandro, County of Alameda, State of California, described as follows:

Beginning at a point on the Southern line of Callan Avenue extended, distant thereon 250 feet Easterly from the intersection of the said line of Callan Avenue with the Eastern line of Santa Rosa Street. Thence running along the said line of Callan Avenue North 70° 35' East 59 feet 5 inches, more or less, to the Western line of Huff Avenue; thence Southerly along said line of Huff Avenue 115 feet; thence South 70° 35' West 59 feet 5 inches to a point that would be intersected by a line drawn Southerly from the point of beginning and parallel with said line of Huff Avenue; thence Northerly along said line so drawn 115 feet to the point of beginning.

A. P. No: 77-460-5

RE:5367 IM: 76

This is to certify that the interest in real property conveyed by Deed or Grant, dated April 26, 1978 , from Mary Faustina also known as Mary V. Faustina and Edmond Faustina and Esther Faustina to the City of San Leandro, a municipal corporation, is hereby accepted on behalf of the City Council of the City of San Leandro, pursuant to authority conferred by Resolution No. 4579 C.M.S., adopted by the City Council of the City of San Leandro on June 19, 1961, and the grantee consents to recordation thereof by its duly authorized officer.

78-078142

Dated: April 26, 1978

Richard H West by Joseph A Guzman Deputy City Clerk

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

Form No. 1084 (10/73)
California Land Title Association
Standard Coverage Policy Form
Copyright 1973

FIRST AMERICAN

POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

SUBJECT TO SCHEDULE B AND THE CONDITIONS AND STIPULATIONS HEREOF, FIRST AMERICAN 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, First American 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.

FIRST AMERICAN TITLE INSURANCE COMPANY
INCORPORATED
SEPTEMBER 24, 1968
CALIFORNIA

First American Title Insurance Company

BY [signature] PRESIDENT

ATTEST John Lutz Jr. SECRETARY

B1 212357

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 subparagraph (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 I 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 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

(Continued on inside back cover)

Form No. 1084 — A
CLTA Standard Coverage Policy
Copyright — 1973
dla

SCHEDULE A

Total Fee for Title Search, Examination
and Title Insurance $ 287.25

Amount of Insurance: $ 60,000.00

Policy No. 804307

Date of Policy: April 28, 1978 at 10:30 a.m.

1. Name of Insured:

CITY OF SAN LEANDRO

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

CITY OF SAN LEANDRO

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

A FEE

Form No. 1084 — B
CLTA Standard Coverage Policy
Copyright — 1974

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.

Part Two:

A. TAXES for the fiscal year 1978-79, a lien not yet due or payable.

NOTE:

COUNTY AND CITY TAXES for the fiscal year 1977-78, 1st and 2nd Installments are both paid.
A. P. No. 77-460-5
Code Area. 10-001

Form No. 1056-4
All Policy Forms

SCHEDULE C

The land referred to in this policy is situated in the State of California, County of Alameda, City of San Leandro and is described as follows:

Beginning at a point on the Southern line of Callan Avenue extended, distant thereon 250 feet Easterly from the intersection of the said line of Callan Avenue with the Eastern line of Santa Rosa Street. Thence running along the said line of Callan Avenue North 70° 35' East 59 feet 5 inches, more or less, to the Western line of Huff Avenue; thence Southerly along said line of Huff Avenue 115 feet; thence South 70° 35' West 59 feet 5 inches to a point that would be intersected by a line drawn Southerly from the point of beginning and parallel with said line of Huff Avenue; thence Northerly along said line so drawn 115 feet to the point of beginning.

A. P. No: 77-460-5

INDORSEMENT

Attached to Policy No. 804307

Issued by

First American Title Insurance Company

The Company, recognizing the current effect of inflation on real property valuation and intending to provide additional monetary protection to the Insured Owner named in said Policy, 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.

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.

First American Title Insurance Company

BY Dspurmedy PRESIDENT

BY Elvina Q. Hault ASSISTANT SECRETARY

FIRST AMERICAN TITLE INSURANCE COMPANY
INCORPORATED
SEPTEMBER 24, 1968
CALIFORNIA

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.

FA — 11 (9-30-74)
Owner Inflation

INDORSEMENT

Attached to Policy No. 804307

Issued by

First American Title Insurance Company

1. This Indorsement shall be effective only if at Date of Policy there is located on the land described in said Policy a one-to-four family residential structure, in which the Insured Owner resides or intends to reside. For the purpose of this Indorsement the term "residential structure" is defined as the principal dwelling structure located on said land together with all improvements thereon related to residential use of the property except plantings of any nature, perimeter fences and perimeter walls, and the term "Insured Owner" is defined as any insured named in paragraph 1 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.

2. The Company hereby insures the Insured Owner of the estate or interest described in Schedule A against loss or damage which the Insured Owner shall sustain by reason of:

   a. the existence at Date of Policy of any of the following matters:

      (1) lack of a right of access from said land to a public street;

      (2) any statutory lien for labor or materials attaching to said estate or interest arising out of any work of improvement on said land, in progress or completed at the date of the policy, except those liens arising out of a work of improvement for which the insured has agreed to be responsible.

   b. the removal of the residential structure or the interference with the use thereof for ordinary residential purposes as the result of a final Court Order or Judgment, based upon the existence at the Date of the Policy of:

      (1) any encroachment of said residential structure or any part thereof onto adjoining lands, or onto any easement shown as an exception in Part II of Schedule B of said Policy, or onto any unrecorded subsurface easement;

      (2) any violation on the land of enforceable covenants, conditions or restrictions, provided that this coverage shall not refer to or include the terms, covenants and conditions contained in any lease, sub-lease, or contract of sale referred to in this Policy;

      (3) any violation of applicable zoning ordinances to the extent that such ordinances regulate (a) area, width or depth of the land as a building site for the residential structure; (b) floor space area of the residential structure; (c) set back of the residential structure from the property lines of the land; or (d) height of the residential structure.

   c. damage to the residential structure resulting from the exercise of any right to use the surface of said land for the extraction or development of the minerals excepted from the description of said land or shown as a reservation in Schedule B.

The total liability of the Company under said Policy and all indorsements attached thereto shall not exceed, in the aggregate, the amount of said Policy and costs which the Company is obligated under the conditions and stipulations thereof to pay; and nothing contained herein 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.

First American Title Insurance Company

BY [signature] PRESIDENT

BY Edwina Q. Gould ASSISTANT SECRETARY

FIRST AMERICAN TITLE INSURANCE COMPANY INCORPORATED SEPTEMBER 24, 1968 CALIFORNIA

CLTA Form 126.1 (6-5-75)
One-Four Family

1-020 JUL 18 1978

CITY MANAGER
JUL 21 1978
CITY OF SAN LEANDRO

REEL .... IMAGE ....
Approved as to Form
RICHARD J. MOORE, County Counsel

By .... Deputy

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

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

THE FOLLOWING RESOLUTION WAS ADOPTED: CANCEL TAXES NUMBER 178991

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

77-460-5 ALL (1977-78 and 1978-79)

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

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

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

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

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

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

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

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

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

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

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

CONSENT OF THE CITY ATTORNEY OF THE CITY OF SAN LEANDRO

COUNTY OF ALAMEDA, STATE OF CALIFORNIA

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

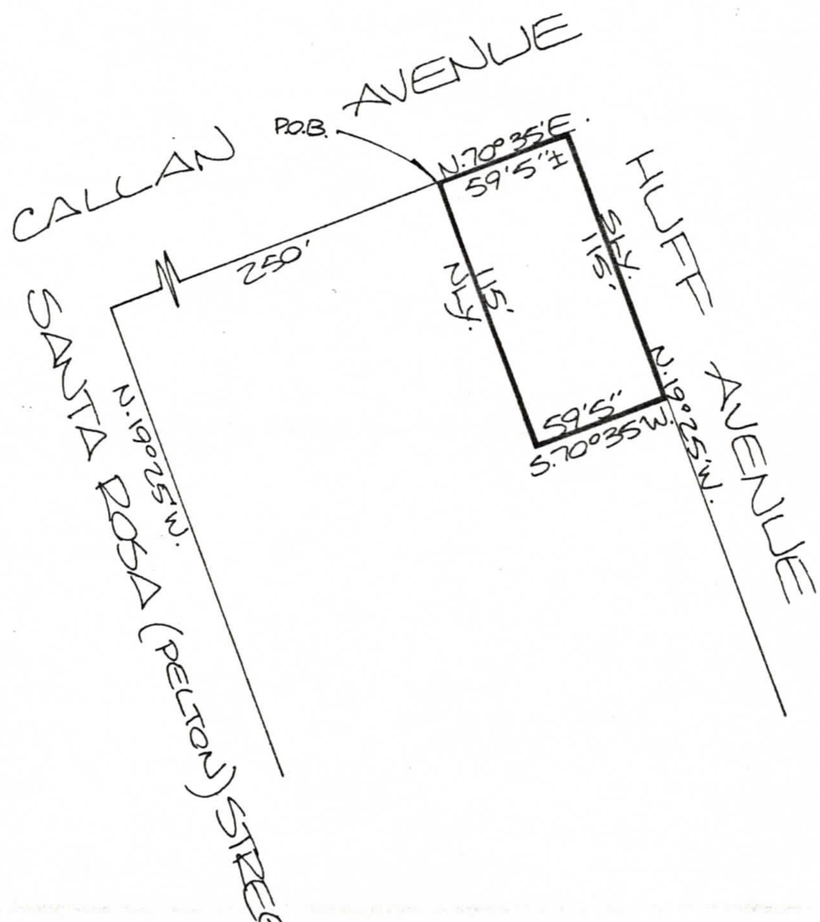
GLENN A. FORBES
City Attorney for the City of San Leandro
County of Alameda, State of California

I CERTIFY THAT THE FOREGOING IS A CORRECT COPY OF A RESOLUTION ADOPTED BY THE BOARD OF SUPERVISORS ALAMEDA COUNTY, CALIFORNIA JUL 18 1978

ATTEST: JUL 18 1978
JACK K. POOL, CLERK OF THE BOARD OF SUPERVISORS

BY:

803954
RANCHO SAN
LEANDRO
804307



FORM 4119

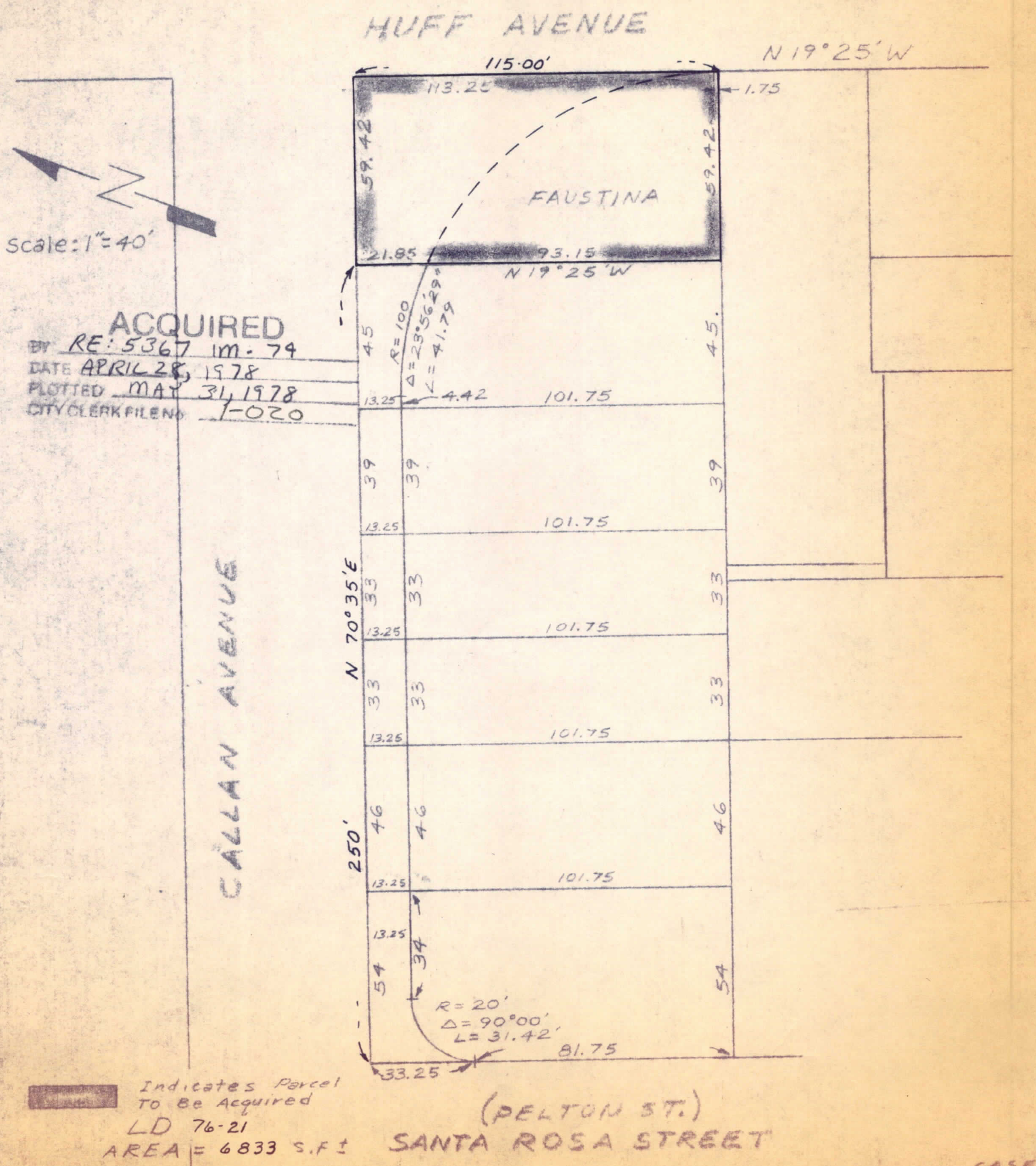
THIS PLAT IS NOT A SURVEY OF THE LAND BUT IS
COMPILED FOR INFORMATION ONLY BY FIRST AMERICAN TITLE COMPANY
FROM DATA SHOWN BY THE OFFICIAL RECORDS.

CITY OF LEANDRO ENGINEERING DIVISION

BY FMP DATE 3-1-68 SUBJECT CALLAN AVE. WIDENING (FAUSTINA PARCEL) SHEET NO. ___ OF ___

CHKD. BY RE DATE 3-5-68 JOB NO. ___

PARCEL # 36 TAKE



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