RECORDING REQUESTED BY

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

AND WHEN RECORDED MAIL TO

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

878330 (1)

CITY of SAN LEANDRO
NOV 22 1983
CITY CLERK'S OFFICE

DH

RECORDED at REQUEST OF
V Title Ins. Co.
0:30 .AM.
83-205463
NOV - 1 1983
OFFICIAL RECORDS OF
ALAMEDA COUNTY CALIFORNIA
RENE C. DAVIDSON
COUNTY RECORDER

001
SM
no fee

DOCUMENTARY TRANSFER TAX $ No consideration
☐ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
☐ COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES REMAINING THEREON AT TIME OF SALE.

L.K. Bucholz[?]
Signature of declarant or agent determining tax-firm name

CITY OF San Leandro ☐ Unincorporated

878330

GRANT DEED

TRUMAN W. FLOOD and DOROTHY M. FLOOD, his wife, as joint tenants, hereby grant to the CITY OF SAN LEANDRO, a municipal corporation, all that land 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 Lot 9 as said lot is shown on the Record of Survey for Oliver and Coburn, filed February 8, 1963, in Record of Survey Book 4, at page 70, Alameda County Records, described as follows:

Beginning at the southwestern corner of said Lot 9; thence along the western line of said Lot, north 28° 18' 35" east, 19.53 feet; thence south 26° 40' 55" east, 13.40 feet to a point on the southern line of said Lot 9; thence along said line, south 71° 08' 06" west, 16.15 feet to the Beginning.

Truman W. Flood and Dorothy M. Flood, his wife, as joint tenants, hereby relinquish any and all rights of ingress to or egress from the land herein conveyed over and across the line described as "south 26° 40' 55" east, 13.40 feet".

The grantors, their sucessors or assigns, shall construct and here after maintain, a structually sound, six feet high, solid fence of wood or other material approved by Grantee, without a gate or other accessway, and keep said fence free of graffiti, along the line discribed as "north 26° 40' 55" west, 13.40 feet".

It is the purpose of the foregoing that no easement of access shall attach or be appurtenant to the property hereby conveyed, by reason of the fact that the same may abut upon a public way and upon a City street, with access only to the City street being restricted.

The above described parcel contains an area of 107 square feet, more or less.

DATED: October 18, 1983

ASSESSOR'S NO. 77D-1410-14

Truman W Flood
TRUMAN W. FLOOD

Dorothy M. Flood
DOROTHY M. FLOOD

STATE OF CALIFORNIA

County of ALAMEDA } ss.

On October 18, , 19 83 , before me, Jennifer N. Deetz , a Notary Public, in and for said State, personally appeared TRUMAN W. FLOOD and DOROTHY M. FLOOD proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Jennifer N. Deetz

NOTARY PUBLIC

OFFICIAL SEAL
JENNIFER N. DEETZ
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Commission Expires Oct. 31, 1984

83-205463

IN THE CITY COUNCIL OF THE CITY OF SAN LEANDRO

RESOLUTION NO. 83 - 215 1034

RESOLUTION APPROVING AGREEMENT
(Conveyance of Property - Truman W. Flood)

Recitals

An agreement between the City of San Leandro and Truman W. Flood and Dorothy M. Flood, a copy of which is attached, has been presented to this Council.

The City Council is familiar with the contents thereof.

The City Manager has recommended the execution of said agreement.

NOW, THEREFORE, the City Council of the City of San Leandro does RESOLVE as follows:

That said agreement is hereby approved and the City Manager is hereby authorized and directed to execute the same on behalf of this City.

Introduced by Council Member Jardin and passed and adopted this 10th day of October, 1983, by the following called vote:

Members of the Council:

Ayes:	Council Members Jardin, Karp, Landis, McGue, Suchman; Mayor Gill	(6)
Noes:	None	(0)
Absent:	Council Member Soares	(1)

Attest: Richard H. West
Richard H. West, City Clerk

83-205463

AGREEMENT

Conveyance Of Property

This agreement by and between the CITY OF SAN LEANDRO, a municipal corporation ("City"), and TRUMAN W. FLOOD and DOROTHY M. FLOOD, ("Owners").

Recitals

1. Owners own that certain real property described in Exhibit A, attached hereto and by this reference incorporated herein, hereinafter referred to as "Parcel A".

2. City owns that certain real property described in Exhibit B, attached hereto and by this reference incorporated herein, hereinafter referred to as "Parcel B".

3. Parcel A is necessary for present or prospective public street purposes by virtue of its being located within City's Master Plan of Streets plan line adopted for the future widening of Washington Avenue.

4. Parcel B is unnecessary for present or prospective public street purposes.

5. City and Owners desire to exchange their respective parcels through reciprocal conveyance.

NOW, THEREFORE, the parties hereto agree as follows:

1. CONVEYANCE OF OWNERS' PROPERTY. Owners shall convey to the City of San Leandro in fee simple absolute by Grant Deed all right, title and interest to that real property referred to herein as Parcel A.

2. CONVEYANCE OF CITY PROPERTY. In consideration for the conveyance to it by owners of Parcel A, City shall convey to owners that real property referred to herein as Parcel B.

83-205463

3. <u>REPRESENTATIONS AND WARRANTIES OF OWNERS</u>. In addition to the representations and warranties contained below, Owners do hereby make the following representations and warranties with respect to Parcel A:

(a) Owners are the sole owners of and City shall acquire hereunder the entire right, title and interest to Parcel A.

(b) Parcel A is free and clear of all liens, encumbrances, claims, rights, demands and easements, leases, agreements, covenants, conditions and restrictions of any kind or character except for those exceptions to title permitted to be shown on the title policy as provided herein. If at the time of execution of this agreement Parcel A is not free and clear of the encumbrances described above, Owners shall endeavor to obtain reconveyances of whatsoever nature to insure that title will be free and clear at the time of close of escrow.

4. <u>ESCROW</u>. Owners shall open an escrow with Western Title Insurance Company at 21021 Corsair Boulevard, Hayward, California, within thirty (30) days of the execution of this agreement. The City shall deposit into escrow a Quitclaim Deed to Parcel B as well as an executed copy of this agreement. Owners shall deposit into escrow a fully executed and acknowledged copy of this agreement and the Grant Deed fully executed and acknowledged for Parcel A, including all necessary reconveyances. In addition, Owners shall deposit into escrow such evidence as may be required by the City demonstrating compliance with the terms and conditions of the exchange as set forth below.

5. TIT__ _NSURANCE. When the tit__ company is in a position to record the Grant Deed and Quitclaim Deed referred to in paragraph 4, and to issue a title insurance policy or policies, then a joint protection ALTA Owner's Policy in the usual and customary form showing title to Parcel A vested in the City may be issued. Similarly, a joint protection ALTA Owner's policy in the usual and customary form showing title to Parcel B vested in the Owners may also be issued.

6. PRORATIONS. Real property taxes shall be prorated as of the date of the close of escrow with respect to Parcel A.

7. ESCROW INSTRUCTIONS. The parties hereto agree that this agreement shall constitute the escrow instructions of the buyer and seller.

8. ESCROW FEE AND ANCILLARY COSTS. Title insurance fees, recording fees and other similar ancillary costs associated with the conveyance of Parcels A and B including the proration of taxes and the removal of encumbrances, if any there be, shall be borne solely by the Owners.

9. CLOSING OF ESCROW. Closing of escrow contemplated hereby shall be effectuated within thirty (30) days of the date the escrow is opened unless the date of closing is extended by mutual consent of the parties. The escrow agent shall record the Grant Deed and Quitclaim Deed and deliver to City (specifically to the City Clerk at 835 East 14th Street, San Leandro, California 94577) and Owners conformed copies thereof, as well as the title reports and policies provided herein.

10. SPECIAL CONDITIONS FOR EXCHANGE. Additional consideration for the exchange of Parcels A and B shall be that Owners, at their own cost, shall construct a six (6) feet high solid wood fence of a type and quality satisfactory to the City Engineer,

and Owners shall maintain such wall in a good condition and free of graffiti. Said fence shall be constructed along the entire Washington Avenue frontage of Parcels A and B. Owners hereby relinquish all rights of ingress to or egress from Parcels A or B and said fence shall therefore contain no gate or other accessway which could be used for such purposes.

11. <u>WARRANTIES</u>. All warranties, representations, covenants, obligations and agreements contained in this agreement shall survive the execution and delivery of this agreement. Any and all documents or instruments delivered in connection herewith shall survive the closing hereunder and any and all performances in accordance with this agreement shall further survive closing hereunder.

12. <u>FURTHER ASSURANCES</u>. Owners will, whenever and as often as it shall be requested so to do by the City, and City whenever and as often as it shall be requested so to do by Owners, execute, acknowledge and deliver or cause to be executed, acknowledged, and delivered any and all such further conveyances, assignments, covenants, confirmations, satisfactions, releases, powers of attorney, instruments of further assistance, approvals, consents and any and all such further instruments and documents as may be necessary, expedient or proper in order to complete any or all conveyances, transfer, sales and assignments herein provided, and to do any and all such other acts and to execute, acknowledge and deliver any and all documents as so requested in order to carry out the intent and purposes of this agreement.

13. SUCCESSORS AND ASSIGNS. This agreement and the terms and conditions hereof shall inure to the benefit of and shall be binding upon the successors and assigns of the parties hereto.

Dated: 10 October 1983

CITY OF SAN LEANDRO, a municipal corporation

By: ______________________
City Manager

Attest:

____
City Clerk

Truman W Flood
TRUMAN W. FLOOD

Dorothy M. Flood
DOROTHY M. FLOOD

Approved As To Form:

____
City Attorney

83-205463

This is to certify that the interest in real property conveyed by Deed or Grant, dated October 18, 1983, from Truman W. Flood and Dorothy M. Flood, his wife, to the City of San Leandro, a municipal corporation, is hereby accepted on behalf of the City Council of the City of San Leandro, pursuant to authority conferred by Resolution No. 4579 C.M.S., adopted by the City Council of the City of San Leandro on June 19, 1961, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: October 18, 1983

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

1-105

RECORDING REQUESTED BY

Series # 83-205464
Filed Nov. 1, 1983

AND WHEN RECORDED MAIL TO

QUITCLAIM DEED

The CITY OF SAN LEANDRO, a municipal corporation, hereby quitclaims to TRUMAN W. FLOOD and DOROTHY M. FLOOD, 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 Washington Avenue, as said avenue is shown on the Record of Survey for Oliver and Coburn, filed February 8, 1963, in Record of Survey Book 4, at page 70, Alameda County Records, described as follows:

Beginning at the northwestern corner of Lot 9, as said Lot is shown on said Record of Survey; thence along the southwestern line of said Lot 9, said line is also the northeastern line of said Washington Avenue; south 26° 40' 55" east, 81.56 feet; thence south 28° 18' 35" west, 4.88 feet; thence north 26° 40' 55" west, 82.90 feet, to the southeastern corner of that certain parcel of land described in the Deed to the City of San Leandro, filed February 1, 1968, on Reel 2118, at Image 748, Alameda County Records; thence along the said northwestern line of Lot 9, north 43° 14' 20" east, 4.26 feet to the Beginning.

EXCEPTING and RESERVING unto the CITY OF SAN LEANDRO any and all rights of ingress to or egress from the land herein conveyed over and across the line described as "north 26° 40' 55" west, 82.90 feet".

The grantees, their sucessors or assigns, shall construct and here after maintain, a structurally sound, six feet high, solid fence of wood or other material approved by Grantor, without a gate or other accessway, and keep said fence free of graffitti, along the line described as "north 26° 40' 55" west, 82.90 feet".

It is the purpose of the foregoing exception and reservation to provide that no easement of access shall attach or be appurtenant to the property hereby conveyed, by reason of the fact that the same abuts upon a public way and upon a City Street, with access only to the City street being restricted.

The above described parcel contains an area of 329 square feet, more or less.

DATED: October 10, 1983

ASSESSOR'S NO. - NONE

CITY OF SAN LEANDRO, a municipal corporation

By

LeRoy E. Riordan, City Manager

ALAMEDA COUNTY
POLICY NUMBER

S73 507335

Policy of Title Insurance

ISSUED BY

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:

S P Jimenez
Vice President

WESTERN TITLE INSURANCE COMPANY

WESTERN TITLE INSURANCE COMPANY INCORPORATED AUGUST 21, 1942 CALIFORNIA

By R H Morton President

By J L W. Goings Secretary

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors. The term "insured" also includes (i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of such indebtedness (reserving, however, all rights and defenses as to any such successor who acquires the indebtedness by operation of law as described in the first sentence of this sub-paragraph (a) that the company would have had against the successor's transferor), and further includes (ii) any governmental agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not, and (iii) the parties designated in paragraph 2 (a) of these Conditions and Stipulations.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "insured lender": the owner of an insured mortgage.

(d) "insured mortgage": a mortgage shown in Schedule B, the owner of which is named as an insured in Schedule A.

(e) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(f) "land": the land described, specifically or by reference in Schedule C, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any area excluded by Paragraph No. 6 of Part One of Schedule B of this Policy.

(g) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(h) "public records": those records which by law impart constructive notice of matters relating to the land.

2(a). CONTINUATION OF INSURANCE AFTER ACQUISITION OF TITLE BY INSURED LENDER

If this policy insures the owner of the indebtedness secured by the insured mortgage, this policy shall continue in force as of Date of Policy in favor of such insured who acquires all or any part of the estate or interest in the land described in Schedule C by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage, and if such insured is a corporation, its transferee of the estate or interest so acquired, provided the transferee is the parent or wholly owned subsidiary of such insured; and in favor of any governmental agency or instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage. After any such acquisition the amount of insurance hereunder, exclusive of costs, attorneys' fees and expenses which the Company may be obligated to pay, shall not exceed the least of:

(i) the amount of insurance stated in Schedule A;

(ii) the amount of the unpaid principal of the indebtedness plus interest thereon, as determined under paragraph 6 (a) (iii) hereof, expenses of foreclosure and amounts advanced to protect the lien of the insured mortgage and secured by said insured mortgage at the time of acquisition of such estate or interest in the land; or

(iii) the amount paid by any governmental agency or instrumentality, if such agency or instrumentality is the insured claimant, in acquisition of such estate or interest in satisfaction of its insurance contract or guaranty.

(b). CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy, in favor of an insured so long as such insured retains an estate or interest in the land, or owns an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

3. DEFENSE AND PROSECUTION OF ACTIONS— NOTICE OF CLAIM TO BE GIVEN BY AN INSURED CLAIMANT

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in litigation to the extent that such litigation involves an alleged defect, lien, encumbrance or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured; and the Company may take any appropriate action, whether or not it shall be liable under the terms of this policy, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company, at the Company's expense, all reasonable aid (1) in any such action or proceeding in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and (2) in any other act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, including but not limited to executing corrective or other documents.

4. PROOF OF LOSS OR DAMAGE— LIMITATION OF ACTION

In addition to the notices required under Paragraph 3 (b) of these Conditions and Stipulations, a proof of loss or damage, signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain or determine the facts giving rise to such loss or damage. Such proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage, and, when appropriate, state the basis of calculating the amount of such loss or damage.

Should such proof of loss or damage fail to state facts sufficient to enable the Company to determine its liability hereunder, insured claimant, at the written request of Company, shall furnish such additional information as may reasonably be necessary to make such determination.

No right of action shall accrue to insured claimant until 30 days after such proof of loss or damage shall have been furnished.

Failure to furnish such proof of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

5. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS AND OPTIONS TO PURCHASE INDEBTEDNESS

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against, or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment by the insured claimant and authorized by the Company. In case loss or damage is claimed under this policy by the owner of the indebtedness secured by the insured mortgage, the Company shall have the further option to purchase such indebtedness for the amount owing thereon together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay. If the Company offers to purchase said indebtedness as herein provided, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage and any collateral securing the same to the Company upon payment therefor as herein provided. Upon such offer being made by the Company, all liability and obligations of the Company hereunder to the owner of the indebtedness secured by said insured mortgage, other than the obligation to purchase said indebtedness pursuant to this paragraph, are terminated.

6. DETERMINATION AND PAYMENT OF LOSS

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

(i) the actual loss of the insured claimant; or

(ii) the amount of insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in paragraph 2 (a) hereof; or

(iii) if this policy insures the owner of the indebtedness secured by the insured mortgage, and provided said owner is the insured claimant, the amount of the unpaid principal of said indebtedness, plus interest thereon, provided such amount shall not include any additional principal indebtedness created subsequent to Date of Policy, except as to amounts advanced to protect the lien of the insured mortgage and secured thereby.

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

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

7. LIMITATION OF LIABILITY

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, or the lien of the insured mortgage, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily admitted or assumed by an insured without prior written consent of the Company.

8. REDUCTION OF INSURANCE; TERMINATION OF LIABILITY

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

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

9. LIABILITY NONCUMULATIVE

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

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

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

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

11. LIABILITY LIMITED TO THIS POLICY

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

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

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

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

12. NOTICES, WHERE SENT

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

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

SCHEDULE A

TS
Policy Number
S 507335

Fee $ 83.00

Order Number
SL -878330

Amount $ 1,000.00

Date of Policy November 1, 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 507335

Order Number
SL -878330

SCHEDULE B (Continued)

PART TWO

1- 1983-84 taxes (not assessed separately)
Co. Acct. No.: 77D-1410-14, Tracer No. 180440, Tax Rate 1.0851
Code Area: 10-016
1st Installment: $510.54, unpaid
2nd Installment: $510.54, unpaid
Land: $47,568.00
Imp: $42,695.00
Exempt: $7,000.00 Homeowner's
Pers. Prop.: None
Pers. Prop. Exempt: None

2- The right and permission to maintain and use a sanitary sewer pipe within the southeast 4 feet of the most northwest 6.5 feet of the premises as granted to Oro Loma Sanitary District, disclosed by deed from Pacific Gas and Electric Company, recorded January 4, 1961, Series No. AS/1006, Reel 238 OR, Image 281.

3- Easement for driveway and appurtenances thereto reserved by Jose G. Bautista and Helen L. Bautista, his wife, as joint tenants, by instrument recorded July 22, 1963, Series No. AU/120769.

Said instrument contains the following recital:

Grantor does hereby covenant with the City of San Leandro that the within easement may be released only by covenant in writing executed on direction of the City Council of the City of San Leandro; said covenant shall run with the lands herein described and shall bind both parties hereto, their heirs, executors, administrators, and assigns.

Policy Number
S 507335

SCHEDULE C

Order Number
SL -878330

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

Real property in the City of San Leandro, County of Alameda, State of California, being a portion of Lot 9 as said lot is shown on the Record of Survey for Oliver and Coburn, filed February 8, 1963, in Record of Survey Book 4, at page 70, Alameda County Records, described as follows:

Beginning at the southwestern corner of said Lot 9; thence along the western line of said Lot, north 28° 18' 35" east, 19.53 feet; thence south 26° 40' 55" east, 13.40 feet to a point on the southern line of said Lot 9; thence along said line, south 71° 08' 06" west, 16.15 feet to the Beginning.

Truman W. Flood and Dorothy M. Flood, his wife, as joint tenants, hereby relinquish any and all rights of ingress to or egress from the land herein conveyed over and across the line described as "south 26° 40' 55" east, 13.40 feet".

The grantors, their sucessors or assigns, shall construct and here after maintain, a structually sound, six feet high, solid fence of wood or other material approved by Grantee, without a gate or othe accissway, and keep said fence free of graffiti, along the line described as "north 26° 40' 55" west, 13.40 feet".

It is the purpose of the foregoing that no easement of access shall attach or be appurtenant to the property hereby conveyed, by reason of the fact that the same may abut upon a public way and upon a City street, with access only to the City street being restricted.

The above described parcel contains an area of 107 square feet more or less.

INFLATION INDORSEMENT

Attached to Policy No. S 507335

Order Number
SLO-878330

Issued by

WESTERN TITLE INSURANCE COMPANY
a corporation

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

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

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

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

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

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

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

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

Dated: November 1, 1983
At: 10:30 a.m.

WESTERN TITLE INSURANCE COMPANY

WESTERN TITLE INSURANCE COMPANY INCORPORATED AUGUST 21, 1972 CALIFORNIA

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.

WTI Form HO-3
(10-16-74)

CITY of SAN LEANDRO
DEC 1 1983
CITY CLERK'S OFFICE

COUNTY OF ALAMEDA CALIFORNIA

OFFICE OF THE
CLERK, BOARD OF SUPERVISORS

In reply, refer to CT#54

DATE: NOVEMBER 30, 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:

CITY OR AGENCY	RECORDER'S NO.	APN OR ADDRESS	DATE OF REQUEST
City of San Leandro	83-205463	77D-1410-14	83/11/22

This is referred to you for processing. 821 Cotham Ct Flood

WM:slf
Enclosures

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

1409B

1221 OAK STREET • SUITE 536 • OAKLAND, CALIFORNIA 94612 • (415) 874-6754

1-105

MEMORANDUM

City of San Leandro
Public Works Department

ATTORNEY'S OFFICE
FEB 3 1984
CITY OF SAN LEANDRO

Kir - Pls file as directed
gr

February 1, 1984

To: Mike Riback, Chief Asst. City Attorney

From: John Alexander, Assoc. Engr. via Curt Luck, Asst. PW Director

Subj: Title Policy (Flood's)

Attached is the Policy of Title Insurance from Western Title Insurance Company, for the parcel of land the City acquired from the Floods.

The Flood's address is 821 Coburn Court, although the parcel of land acquired is along Washington Avenue.

JA/alc
Attach.

To: Georgia Pennekey

For your permanent files.
MHR

CITY of SAN LEANDRO
FEB 6 1984
CITY CLERK'S OFFICE

CITY OF SAN LEANDRO

INTEROFFICE MEMO

TO John Alexander - Public Works Engineering DATE 26 October 1983

FROM Richard West - City Clerk

SUBJECT GRANT DEED - Truman & Dorothy Flood

Attached herewith is the GRANT DEED from Truman W & Dorothy M Flood to the City of San Leandro. It is understood that you will deliver this document to the Title Company, who will have it recorded. The recorded GRANT DEED will then be returned to this office.

R H West

821 Coburn Ct

bt

attachment

Also see Grant Deed: 1-105

FORM 063

COPY 3

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

Office of City Clerk 415-577-3366

22 November 1983

The Honorable Board of Supervisors
County of Alameda
1221 Oak Street
Oakland, California 94621

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 grant deed from Truman W. and Dorothy M. FLOOD (APN 77D-1410-14 [821 Coburn Ct] San Leandro)and was recorded in the Official Records of the County of Alameda under the County Recorder's Serial No. 83-205463 on 1 November 1983.

It is requested that your Honorable Board will:

1. Cancel taxes on the above property.

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

Sincerely,

G L Dennehey

G. L. Dennehey
City Clerk

GLD/bt
enclosure

OFFICE OF THE
CLERK, BOARD OF SUPERVISORS

November 21, 1985

In reply, refer to CT#054

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

Dear Mr. Dennehey:

Enclosed please find a copy of the report of the Assessor regarding your cancellation of taxes request.

Very truly yours,

William Mehrwein/rgc
William Mehrwein, Clerk

WM:rgc
Enclosure

cc: Assessor
Tax Collector

1-105

INTERDEPARTMENTAL COMMUNICATION

DONALD L. KROGER
ASSESSOR

CLERK, BOARD OF SUPERVISORS' OFFICE
1984 AUG -8 AM 8:42
COUNTY OF ALAMEDA

DATE: August 7, 1984

TO: DONALD M. PARKIN, AUDITOR-CONTROLLER

FROM: DONALD L. KROGER, ASSESSOR

SUBJECT: CANCELLATION OF TAXES (R & T SEC. 4986) FOR City San Leandro

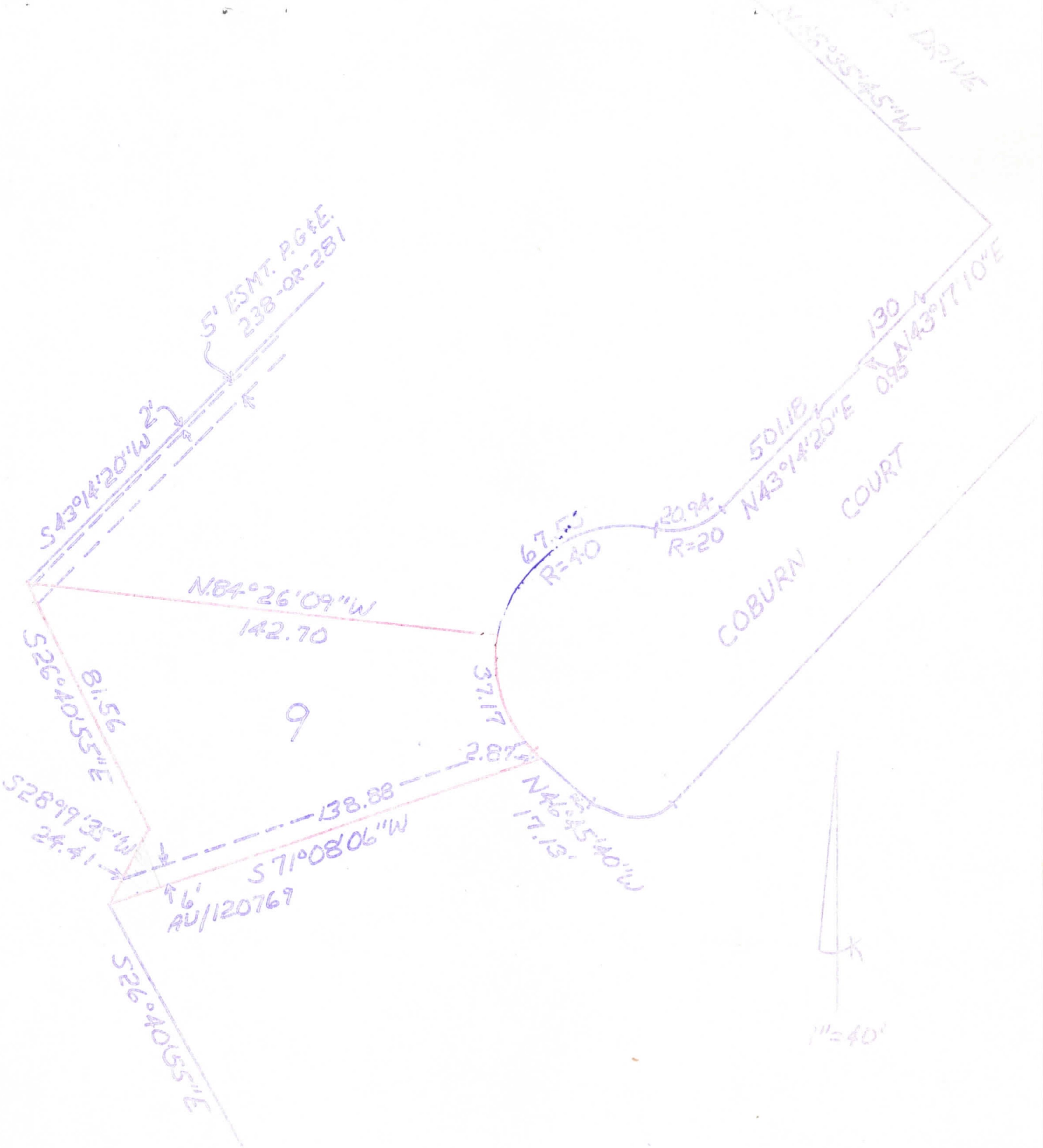
Pursuant to Revenue and Taxation Code Section 4804, and Board of Supervisors' Resolution No. 187874, it is requested that a portion or all the taxes on the account numbers listed on the schedule below be cancelled.

Supporting Doc. No. Date of Possession	Roll Yr. Effected	Account No.	Por. / All	Assessed Value
83-205463 11-1-83	83-84	77D-1410-14	POR	Ld 114.00 Imp ¢
		821 Coburn Ct.		Ld Imp
				Ld Imp
				Ld Imp
				Ld Imp
				Ld Imp
				Ld Imp
				Ld Imp
				Ld Imp
				Ld Imp

Request Prepared By E. Yoshimura Date 8-7-84

Exhibit # 84-13-0054

111-13-019-16 (1/84)



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

FORM 114 100M M-S