

RECORDING REQUESTED BY
TITLE INSURANCE AND TRUST
Escrow No. SL-236410 LM

RE: 4619 IM: 679

76-201137

601

Name City of San Leandro
Street Public Works Department
Address City Hall
City & State San Leandro, Calif. 94577

RECORDED at REQUEST OF
Title Insurance & Trust Co.
At 10:30 A.M.
NOV 29 1976
OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
RENE C. DAVIDSON
COUNTY RECORDER

MAIL TAX STATEMENTS TO
Name
Street
Address exempt
City & State

[Handwritten signature]

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Grant Deed

TO 1921 CA (7-74)

THIS FORM FURNISHED BY TICOR TITLE INSURERS

A. P. N. 77D-1444-2-2

The undersigned grantor(s) declare(s):
Documentary transfer tax is \$ No tax due.
() computed on full value of property conveyed, or
() computed on full value less value of liens and encumbrances remaining at time of sale.
() Unincorporated area: (X) City of San Leandro, and
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K. NAKASHIMA NURSERY COMPANY, formerly known as GREAT WESTERN FARM
COMPANY
a corporation organized under the laws of the State of CALIFORNIA hereby GRANTS to

THE CITY OF SAN LEANDRO, a Municipal Corporation
the following described real property in the City of San Leandro
County of Alameda, State of California:

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

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instru-
ment to be executed by its _____ President and _____ Secretary
thereunto duly authorized.

Dated: October 12, 1976

K. NAKASHIMA NURSERY COMPANY

STATE OF CALIFORNIA } SS.
COUNTY OF _____

By *[Signature]* President
By _____ Secretary

On _____ before me, the under-
signed, a Notary Public in and for said State, personally appeared
_____, known
to me to be the _____ President, and
_____ known to me to be
_____ Secretary of the Corporation that executed the
within Instrument, known to me to be the persons who executed the
within Instrument on behalf of the Corporation therein named, and
acknowledged to me that such Corporation executed the within Instru-
ment pursuant to its by-laws or a resolution of its board of directors.
WITNESS my hand and official seal.

Signature _____
Name (Typed or Printed) _____

(This area for official notarial seal)

Title Order No. _____ Escrow or Loan No. _____



**TITLE INSURANCE
AND TRUST**

A TICOR COMPANY

**Corporation
Grant Deed**



**TITLE INSURANCE
AND TRUST**

A TICOR COMPANY

COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL

**Corporation
Grant Deed**



**TITLE INSURANCE
AND TRUST**

A TICOR COMPANY

COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL



**TITLE INSURANCE
AND TRUST**

A TICOR COMPANY

RE: 4619 IM: 680

STATE OF CALIFORNIA

CORPORATION ACKNOWLEDGEMENT

County of Alameda

ss.

OFFICIAL SEAL

JOHN A. DEADRICH III

NOTARY PUBLIC - CALIFORNIA

ALAMEDA COUNTY

My Commission Expires Dec. 17, 1979

On this 24th day of November

1976-201137

in the year one thousand ~~nine~~ hundred and ~~Seventy Six~~

before me the undersigned, a Notary Public in and for
said County and State, residing therein, duly commissioned and sworn, personally appeared
J. Nakashima

known to me to be the President
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 he acknowledged to me that such corporation executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the
day and year in this Certificate first above written.

John A. Deadrich III
Notary Public in and for said County and State

My Commission Expires 12-17-79

RE: 4619 IM: 681

76-201137

SL-236410

EXHIBIT "A"

The following described real property situated in the City of San Leandro, County of Alameda, State of California, and more particularly described as follows:

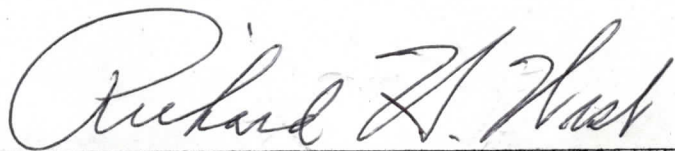
Real property in the City of San Leandro, County of Alameda, State of California, being a portion of Lot 13 of the L. Knox Tract, as shown on the map thereof filed April 11, 1893, in Book 14 of Maps at Page 10, Alameda County Records, and being further described as follows:

BEGINNING at the intersection of the southwest line of said Lot 13 with the center line of 143rd Avenue (formerly Knox Avenue), 50 feet wide, as said Avenue is shown on said map; thence along the last said line north 42° 00' 00" east 317.86 feet, more or less, to a point distant thereon south 42° 00' 00" west 79.17 feet from the northeast line of said Lot 13; thence south 48° 00' 00" east 25.00 feet to the southeast line of 143rd Avenue; thence along the last said line south 42° 00' 00" west 167.86 feet, more or less to a point distant thereon north 42° 00' 00" east 150.00 feet from the said southwest line of Lot 13; thence south 39° 50' 49" west 133.09 feet to a line drawn parallel with and 30.00 feet southeasterly, measured at right angles, from the said center line of 143rd Avenue; thence along said parallel line south 42° 00' 00" west 17.00 feet to the said southwest line of Lot 13; thence along last said line north 48° 00' 00" west 30.00 feet to the BEGINNING.

This is to certify that the interest in real property conveyed by Deed or Grant, dated 10-12-76, from J. Nakashima

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: August 31, 1976



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

STILL WORK OF THE OFFICE OF THE ATTORNEY
RICHARD H. ROSS

RECEIVED
JAN 10 1964

MEMORANDUM FOR THE ATTORNEY

SUBJECT: [Illegible]

[Illegible text]

[Illegible text]

W-501131

RECEIVED

O P T I O N

In consideration of TEN AND NO/100----- (\$10.00) DOLLARS,
THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, I HEREBY GIVE TO the CITY OF
SAN LEANDRO, a Municipal Corporation ----- HEREINAFTER REFERRED
TO AS OPTIONEE, THE OPTION OF BUYING, FOR THE FULL PRICE OF THREE THOUSAND
EIGHT HUNDRED AND NO/100----- (\$ 3,800.00) DOLLARS,
THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN THE CITY OF San Leandro
COUNTY OF Alameda, STATE OF CALIFORNIA, AND MORE PARTICULARLY
DESCRIBED AS FOLLOWS, TO WIT: -----

Real property in the City of San Leandro, County of Alameda,
State of California, being a portion of Lot 13 of the L. Knox
Tract, as shown on the map thereof filed April 11, 1893, in
Book 14 of Maps at page 10, Alameda County Records, and being
further described as follows:

BEGINNING at the intersection of the southwest line of said
Lot 13 with the center line of 143rd Avenue (formerly Knox
Avenue), 50 feet wide, as said Avenue is shown on said map;
thence along the last said line north 42°00'00" east 317.86
feet, more or less, to a point distant thereon south 42°00'00"
west 79.17 feet from the northeast line of said Lot 13; thence
south 48°00'00" east 25.00 feet to the southeast line of 143rd
Avenue; thence along the last said line south 42°00'00" west
167.86 feet, more or less, to a point distant thereon north
42°00'00" east 150.00 feet from the said southwest line of
Lot 13; thence south 39°50'49" west 133.09 feet to a line drawn
parallel with and 30.00 feet southeasterly, measured at right
angles, from the said center line of 143rd Avenue; thence along
said parallel line south 42°00'00" west 17.00 feet to the said
southwest line of Lot 13; thence along last said line north
48°00'00" west 30.00 feet to the BEGINNING.

The above described parcel of land contains 8,364 square feet,
more or less.

Optionor shall at own cost install curbs, gutter, sidewalk and
driveway cuts and aprons to City specifications. Optionor
shall also relocate or remove existing fence at own cost
prior to constr-ction of street improvement by the City.
Optionee shall remove the cedar tree now located on the
subject property.

to and who executed the within instrument and acknowledged to me that -----
executed the same.

Notary Public in and for said County and State

THE CITY OF
SAN LEONARDO, A LIMITED LIABILITY COMPANY
OF THE STATE OF TEXAS
EIGHTY-NINTH AND NO/100

FOR THE YEAR
ENDING
MAY 31, 1999

THE CITY OF
SAN LEONARDO, A LIMITED LIABILITY COMPANY
OF THE STATE OF TEXAS
THIRTY-THIRD AND NO/100

SEVEN HUNDRED FIFTY AND NO/100 --- 3,750.00
THE CITY OF
SAN LEONARDO, A LIMITED LIABILITY COMPANY
OF THE STATE OF TEXAS
THIRTY-THIRD AND NO/100

THIRTY-THIRD AND NO/100
THE CITY OF
SAN LEONARDO, A LIMITED LIABILITY COMPANY
OF THE STATE OF TEXAS
THIRTY-THIRD AND NO/100

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THIRTY-THIRD AND NO/100

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OF THE STATE OF TEXAS
THIRTY-THIRD AND NO/100

THIRTY-THIRD AND NO/100
THE CITY OF
SAN LEONARDO, A LIMITED LIABILITY COMPANY
OF THE STATE OF TEXAS
THIRTY-THIRD AND NO/100



**TITLE INSURANCE
AND TRUST**

A TICOR COMPANY

Policy of Title Insurance

SUBJECT TO SCHEDULE B AND THE CONDITIONS AND STIPULATIONS HEREOF, TITLE INSURANCE AND TRUST 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.

Title Insurance and Trust Company

by 
President

Attest 
Secretary

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.

10. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by making inquiry of the lessors in the lease or leases described or referred to in Schedule A.

11. The effect of any failure to comply with the terms, covenants and conditions of the lease or leases described or referred to in Schedule A.

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 des-

ignated 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.

Schedule A

No. SL-236410	Date of Policy: NOVEMBER 29, 1976 AT 10:30 A. M.
Amount of Insurance: \$ 3,800.00	Premium \$ 100.00

1. Name of Insured: **E-84, 16, 18, 21 AND 29**

THE CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION

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

THE CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION

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

THE CITY OF SAN FRANCISCO AND MUNICIPAL CORPORATION

THE CITY OF SAN FRANCISCO AND MUNICIPAL CORPORATION

E-SP. 10' 10' 31 AND 30

2' 30' 00

100' 00

25-32010

NOVEMBER 30' 1918 VI 10:30 A. M.

RECEIVED

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 I

All matters set forth in paragraphs numbered 1(one) to 11(eleven) inclusive on the inside cover sheet of this policy under the heading of Schedule B Part I.

Part II

1. GENERAL AND SPECIAL COUNTY AND CITY TAXES FOR THE FISCAL
YEAR 1976-77, INCLUDING PERSONAL PROPERTY TAX OF \$2,514.96
LAND VALUATION : \$65,575.00
IMPROVEMENT VALUATION : \$67,500.00
1ST INSTALLMENT : \$7,549.64 DUE
2ND INSTALLMENT : \$7,549.64 PAYABLE
ACCOUNT NO. : 77D-1444-2-2
CODE AREA NO. : 10016

EXEMPT UNDER : BUSINESS
IN THE AMOUNT OF : \$5.00

SAID MATTER AFFECTS THIS AND OTHER PROPERTY.

2. RIGHTS OF THE PUBLIC IN THAT PORTION OF PARCEL 3 OF PREMISES LYING
WITHIN: THE LINE OF 143RD AVENUE, FORMERLY KNOX AVENUE.

WITHIN: THE TIME OF 173RD AVENUE, FORMERLY KNOX AVENUE.
3. RIGHTS OF THE PUBLIC IN THAT PORTION OF PARCEL 2 OF PREVIOUSLY SAID
SAID MATTER AFFECTS THIS AND OTHER PROPERTY.

IN THE AMOUNT OF : 22.00
EMERGENCY FUND : BUSINESS

CODE AREA NO. : 10010
ACCOUNT NO. : 110-1777-3-3
END INSTALLMENT : \$1,248.84 PAYABLE
1ST INSTALLMENT : \$1,248.84 DUE
IMPROVEMENT AMOUNT : \$21,212.00
LAND ACQUISITION : \$22,212.00
YEAR 1974-75 INCLUDING PERSONAL PROPERTY TAX OF \$2,212.00
1. GENERAL AND SPECIAL COUNTY AND CITY TAXES FOR THE FISCAL

Schedule C

The land referred to herein is described as follows:

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA,
COUNTY OF ALAMEDA, CITY OF SAN LEANDRO, DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOT 13 OF THE L. KNOX TRACT, AS SHOWN ON THE MAP
THEREOF FILED APRIL 11, 1893, IN BOOK 14 OF MAPS AT PAGE 10,
ALAMEDA COUNTY RECORDS, AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWEST LINE OF SAID
LOT 13 WITH THE CENTER LINE OF 143RD AVENUE (FORMERLY KNOX
AVENUE), 50 FEET WIDE, AS SAID AVENUE IS SHOWN ON SAID MAP;
THENCE ALONG THE LAST SAID LINE NORTH 42° 00' 00" EAST 317.86
FEET, MORE OR LESS, TO A POINT DISTANT THEREON SOUTH 42° 00' 00"
WEST 79.17 FEET FROM THE NORTHEAST LINE OF SAID LOT 13; THENCE
SOUTH 48° 00' 00" EAST 25.00 FEET TO THE SOUTHEAST LINE OF 143RD
AVENUE; THENCE ALONG THE LAST SAID LINE SOUTH 42° 00' 00" WEST
167.86 FEET, MORE OR LESS, TO A POINT DISTANT THEREON NORTH
42° 00' 00" EAST 150.00 FEET FROM THE SAID SOUTHWEST LINE OF
LOT 13; THENCE SOUTH 39° 50' 49" WEST 133.09 FEET TO A LINE DRAWN
PARALLEL WITH AND 30.00 FEET SOUTHEASTERLY, MEASURED AT RIGHT
ANGLES, FROM THE SAID CENTER LINE OF 143RD AVENUE; THENCE ALONG
SAID PARALLEL LINE SOUTH 42° 00' 00" WEST 17.00 FEET TO THE SAID
SOUTHWEST LINE OF LOT 13; THENCE ALONG LAST SAID LINE NORTH
48° 00' 00" WEST 30.00 FEET TO THE BEGINNING.

OWNER'S INFLATION PROTECTION INDORSEMENT

ATTACHED TO POLICY NO. **SL-236410**
ISSUED BY

Title Insurance and Trust 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 the highest Index number for the month of September in any previous year which is subsequent to Date of Policy; 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.

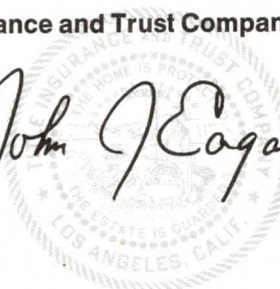
This Indorsement is made a part of said Policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

Title Insurance and Trust Company

By



Secretary



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.

27-330770

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 said 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 pros-

ecuting 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 the 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.

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, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

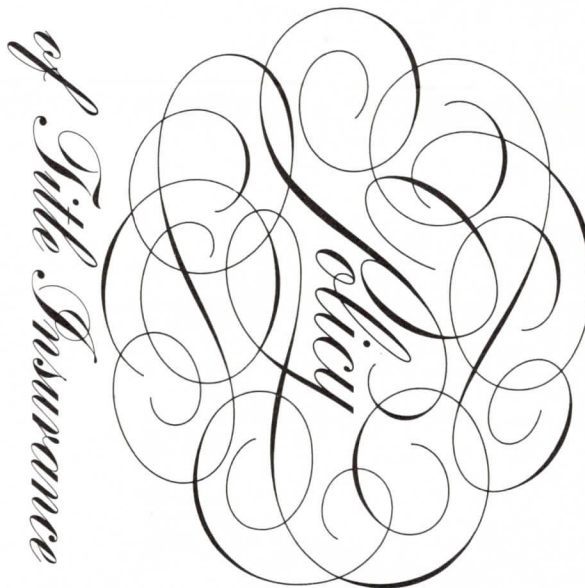
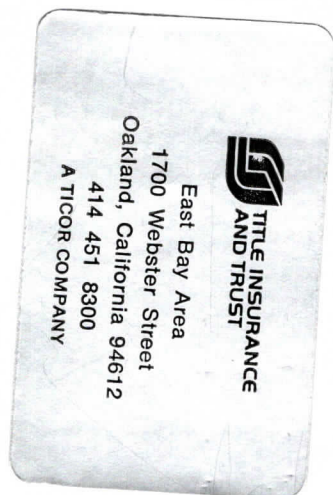
No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

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 the office which issued this policy or to its Home Office, 433 South Spring Street, P.O. Box 2586, Los Angeles, California 90051.

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

TITLE INSURANCE AND TRUST



CITY OF SAN LEANDRO

INTEROFFICE MEMO

TO City Clerk

DATE June 15, 1976

FROM Public Works

SUBJECT Certificates of Acceptance - 143rd Avenue Widening

Please prepare signed but undated certificates of acceptance for the acquisition of the Nakashima property and the Przybos (Leopold and Josephine) property on 143rd Avenue, as approved by the City Council on June 7, 1976.

Please send the certificates to this office. Thanks.

Wm

16 June 1976

Attached per your request.

R. H. West

R. H. West

City Clerk

CITY OF SAN LEANDRO

INTEROFFICE MEMO

TO City Clerk DATE Sept. 8, 1976
FROM Public Works
SUBJECT Certificate of Acceptance

Please prepare a signed but undated certificate of acceptance for the Nakashima property on 143rd Ave. As per our phone conversation, Mr. Nakashima lost the original certificate and this one is to replace it.

Alice Guinan

9/10/76 Attached herewith.

R.H.W.

R.H.W.

E.T.M.

[Handwritten signature]

8/10/19 Attached herewith

[Handwritten signature]

lost the original certificate and this one is to replace it.
makasima directly on 1434 Ave. As per our phone conversation, Mr. Makasima
please provide a signed and located certificate of absence for the

certificate of absence

public works

city clerk

Sept. 8, 1919

REFERENCE WENO

CITY OF SAN LEANDRO

CITY OF SAN LEANDRO

INTEROFFICE MEMO

TO City Clerk
FROM Public Works
SUBJECT Grant Deed - Nakashima Property

DATE Dec. 7, 1977

Attached, for your files, is the grant deed for the Nakashima property on 143rd Avenue. This deed was filed, with title vested in the City, on Nov. 2, 1976. The property was acquired in connection with the 143rd Ave. Widening Project.

WMC/ag
Attach.

WMC Calvert ag

CITY OF SAN LEANDRO

INTEROFFICE MEMO

975

TO Finance Office

DATE June 3, 1977

FROM Public Works

SUBJECT Title Insurance Policy

Attached, for your files, is the policy of title insurance for the right of way purchased from Mr. Nakashima on 143rd Ave.

WMC/ag
Attach.

RECEIVED
CITY OF SAN LEANDRO

MAR 12 1979

RICHARD H. WEST
CITY CLERK

RECEIVED
CITY OF SAN LEANDRO

MAR 7 1979

J. A. ARCH
FINANCE OFFICER

June 3, 1977

Finance Office

Public Works

City Insurance Office

Attached for your files is the policy schedule insurance for the
right of way easement from Mr. Nakashima on Island Ave.

WIC/af
Attch.

RECEIVED
CITY OF SAN LEANDRO

MAR 15 1979

RICHARD H. WEST
CITY CLERK

RECEIVED
CITY OF SAN LEANDRO

JUN 7 1977

J. A. ARCH
FINANCE OFFICER

Previously in Book 79A, BLK. 229

REVISED: 1-3-54 C

1045' S.W. fm. S.W. Ln. E. 144th St.

before widening. 1045-41.5 =

1003.5' fm. present S.W. Ln. Hiway.

1436

(Knox Ave.)

475.02
395.7

N. 42° 05' E.

ORCHID DR.

TRACT

ANTONE CT.

1450

1449

310.30

550.20

475.02 ±

1429

S. 48° 07' E.

239.90

S.W. Ln. Edge

542.60 TOTAL

144th AVE.

1457

14

475.02
395.46

877.52

Scale: 1" = 100'

ORCHID DRIVE

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



Office of City Clerk 415-638-4100

21 January 1977

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

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 K. Nakashima Nursery Company
formerly known as Greqt Western Farm Company
recorded in the Official Records of the County of Alameda under the
County Recorder's Serial No. 76-201137, RE: 4619 IM: 679; 680; 681
on 29 November, 1976.

It is requested that your Honorable Board will:

1. ☒ 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, City Clerk



MAY 3 1977

city of S.L.

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

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

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

THE FOLLOWING RESOLUTION WAS ADOPTED: C A N C E L T A X E S NUMBER **172462**

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):

77D-1444-2-2 WOP (1976-77) N.V.

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 I. J. PENNONE
Deputy County Counsel for the County of Alameda,
State of California

TASTES

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 duly 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 COR-
RECT COPY OF A RESOLUTION ADOPTED BY
THE BOARD OF SUPERVISORS, ALAMEDA

COUNTY, CALIFORNIA MAY 3, 1977

ATTEST: MAY 3, 1977

JACK K. POOL CLERK OF
THE BOARD OF SUPERVISORS

BY: J. Maldonado

BY: [Signature]
THE BOARD OF SUPERVISORS
JACK K. BOOG, CLERK OF
COUNTY, CALIFORNIA MAY 3, 1977
THE BOARD OF SUPERVISORS, ATTESTED
BEST COPY OF A RESOLUTION ADOPTED BY
THE BOARD THAT THE FOREGOING IS A COR-

CLERK OF SUPERVISORS
SAN JUANITO, COUNTY OF VENTURA
CLERK VENTURA FOR THE CITY OF
MAY 3, 1977

Recorded in the office of the Recorder of Ventura County.
The following information described, and is given on this subject and the
information and benefits of some citizens, subject of the same and from a true and
correct copy of the original of the same, and the same is given to the
the City Attorney of the City of San Juanito, County of Ventura, State of

COUNTY OF VENTURA, STATE OF CALIFORNIA
COMMITTEE OF THE CITY ATTORNEY OF THE CITY OF SAN JUANITO