RECORDED at REQUEST OF

Placer Title Co.

At 8:30 A.M.

JUN - 4 1992

OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA PATRICK O'CONNELL

COUNTY RECORDER

JUN 3 5 1992

CITY CLERK'S OFFICE

PLACER TITLE CO.

Recorded at request of: GRANTEE

When recorded, return to:

Alice Calvert, City Clerk
City of San Leandro
835 East 14th Street
San Leandro, CA 94577

Documentary Transfer Tax: EXEMPT

DH

City of San Leandro

DEED OF DEDICATION OF REAL PROPERTY FOR PUBLIC STREET PURPOSES

San Leandro Unified School District of Alameda County, State of California, a public corporation, hereby dedicates, grants and conveys unto the City of San Leandro, a municipal corporation, for public street purposes, the real property more particularly designated and described in Exhibit "A", attached hereto and made a part hereof.

IN WITNESS WHEREOF said San Leandro Unified School District has caused this deed to be executed this 19th day of May, 1992, by the President and Secretary/Clerk of the Board of Education of the City of San Leandro and of the San Leandro Unified School District of Alameda County, State of California, who are duly authorized to do so by Resolution No. 92-27 of said Board adopted on May 19, 1992, a certified copy of which is hereunto attached.

SAN LEANDRO UNIFIED SCHOOL DISTRICT COUNTY OF ALAMEDA, STATE OF CALIFORNIA

President of its Board of the

President of its Board of the San Leandro Unified School District

Ву

Secretary/Clerk of its Board of the San Leandro Unified School District

PARCEL 102

REAL PROPERTY IN THE CITY OF SAN LEANDRO, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, BEING A PORTION OF THAT PARCEL OF LAND DESCRIBED IN BOOK 7776 OF OFFICIAL RECORDS OF ALAMEDA COUNTY AT PAGE 367, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF ALADDIN AVENUE, SAID POINT BEING A POINT OF CUSP WITH A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 30 FEET, AS DESCRIBED IN THE DEED RECORDED IN ALAMEDA COUNTY AT REEL 5208 IMAGE 651; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 89°52'46" AN ARC DISTANCE OF 47.06 FEET TO THE EASTERLY LINE OF TEAGARDEN ST., THENCE ALONG THE SAID LINE N26°49'39"W 40.53 FEET; THENCE LEAVING THE SAID LINE SOUTHWESTER-LY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 96.53 FEET THROUGH A CENTRAL ANGLE OF 38°47'14" AN ARC DISTANCE OF 65.35 FEET TO A POINT OF COMPOUND CURVE; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 27.00 FEET THROUGH A CENTRAL ANGLE OF 51°05'32" AN ARC DISTANCE OF 24.08 FEET TO THE NORTHERLY LINE OF ALADDIN AVE.; THENCE ALONG THE SAID LINE S63°17'35"W SHOWN AS N62°20'44"E ON PARCEL MAP 2724 RECORDED OCTOBER 25, 1978 IN BOOK 105 OF PARCEL MAPS OF ALAMEDA COUNTY AT PAGE 84 AND 85 12.34 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 0.0019 ACRES MORE OR LESS.

BEARING AND DISTANCES ARE ON THE CALIFORNIA COORDINATE SYSTEM OF 1927, ZONE III. TO OBTAIN GROUND DISTANCE MULTIPLY BY 1.0000708.

PREPARED BY

KENNETH P. MOORE, LS 4918

EXP. 12/30/92

Honnit PM or

DWG CASE
ACQUISITION-ALADDIN AVE., TEAGARDEN ST.
INTERSECTION IMPROVEMENT
-NORTHEAST CORNER OF THE

INTERSECTION
SAN LEANDRO UNIFIED SCHOOL DISTRICT OF ALAMEDA COUNTY
APN: 79A-295-2-10

JM\sn\parcel10

CORPORATE ACKNOWLEDGIVIERS	CERTIFICATION OF THE CONTRACTION
State of <u>California</u> State of <u>Alameda</u> Ss.	On this the 20 th day of
OFFICIAL SEAL ROBERT F. CAUGHELL NOTARY PUBLIC - CALIFORNIA ALAMEDA COUNTY MY COMMA EXPIRES OCT. 12, 1995	personally known to me proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as President School Board or on behalf of the corporation therein named, and acknowledged to me that the corporation executed it. WITNESS my hand and official seal. Notary's Signature
7120 122	NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • P.O. Box 4625 • Woodland Hills, CA 91364
CORPORATE ACKNOWLEDGMENT	92175888 NO. 202
State of <u>California</u> State of <u>Alameda</u> Ss.	On this the 20th day of May 19 97, before me, Robert F. Caughe II the undersigned Notary Public, personally appeared
OFFICIAL SEAL ROBERT F. CAUGHELL NOTATY PUBLIC - CALIFORNIA ALAMEDA COUNTY MY COMM. EXPIRES OCT. 12, 1995	personally known to me proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as Secretary Clerk, School or on behalf of the corporation therein named, and acknowledged to me that the corporation executed it. WITNESS my hand and official seal. Notary's Signature NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • P.O. Box 4625 • Woodland Hills, CA 9136
	92175888

This is to certify that the interest in real property conveyed by Deed or Grant, dated from W. McPhee, President San Leandro Unified School District Wayne Jeffries, Secretary/Clerk 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. 89-91, adopted by the City Council of the City of San Leandro on May 15, 1989, and the grantee consents to recordation thereof by its duly authorized officer.



Alice Calvert, City Clerk of the City of San Leandro

SAN LEANDRO, CA. 94577 ATTN: ROBERT CAUGHELL

301828

SAN LEANDRO UNIFIED SCHOOL DISTRICT
San Leandro, California

155

PLACER TITLE CO.

RESOLUTION NO. 92- 27

WHEREAS, the Board of Education of San Leandro Unified School District of Alameda County, State of California, on the 5th day of May, 1992, by a unanimous vote of all its members, adopted Resolution No. 92-22 declaring its intention to convey to the City of San Leandro, a municipal corporation, for public street purposes, the following real property belonging to said school district in the City of San Leandro, County of Alameda, State of California, more particularly designated and described in Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, this Board directed its Secretary/Clerk to cause notice to be given of the adoption of said Resolution and of the time and place of the holding of a public meeting in order to conduct a public hearing upon the question of making such conveyance; and

WHEREAS, on the 7th day of May, 1992, the Secretary/Clerk caused a notice to be published once, not less than five (5) days before the date of said meeting in The Daily Review, a newspaper of general circulation, published in the District; and

WHEREAS, at the direction of the Secretary/Clerk, Alberta J. Roe caused to be posted, on May 7, 1992, a copy of Resolution No. 92-22 signed by all the members of this Board, in three (3) public places in said San Leandro Unified School District, said posting being at least ten (10) days prior to the date of said meeting;

NOW, THEREFORE, this Board finds that due and legal notice has been given of the proceedings pursuant to law and pursuant to the order of this Board; and

WHEREAS, this Board met at a public meeting at the hour of 7:30 p·m·, on the 19th day of May, 1992, at its regular place of meeting in the meeting room of said Board at City Hall, located at 835 East 14th Street, in the City of San Leandro, County of Alameda, State of California, said time and place being the time and place fixed in Resolution No. 92-22 heretofore adopted by this Board, declaring its intention to convey the real property designated for public street purposes and described in the aforesaid Exhibit "A", at which time and place the hearing was held upon the question of making such a conveyance upon the terms set forth in said Resolution No. 92-22; and

WHEREAS, no petition protesting against said conveyance was filed with this Board at that meeting;

NOW, THEREFORE, BE IT RESOLVED, that the aforesaid real property be and the same is hereby conveyed to the City of San Leandro for public street purposes upon the terms and conditions set forth in Resolution No. 92-22; and

JUN 25 1992

conveying Real Property for public street purposes to the City of San Leandro, a municipal corporation, for and on behalf of the San Leandro Unified School District of Alameda County, State of California, and that they are hereby further directed to cause the deed to be delivered to the City of San Leandro and upon delivery and acceptance of the deed, the declaration shall be fully effective.

PASSED AND ADOPTED this 19th day of May, 1992, by the following called vote, consisting of _____ of the members of the Board of Education:

AYES: Holcomb, Jeffries, McDonald, Nardine, Plankenhorn, Wilson

NOES: None

ABSENT: McPhee

Secretary/Clerk, Board of Education San Leandro Unified School District County of Alameda, State of California

* * * * * *

CERTIFICATE

The undersigned Secretary/Clerk of the Board of Education of the San Leandro Unified School District of Alameda County, State of California, hereby certifies that the foregoing is a full, true and correct copy of a resolution adopted at a meeting of said Board, held on the 19th day of May, 1992.

Dated: May 19, 1992

Secretary/Clerk, Board of Education San Leandro Unified School District County of Alameda, State of California

> RECORDED at REQUEST OF Placer Title Co. At 8:30 A.M.

> > JUN - 4 1992

OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA PATRICK O'CONNELL COUNTY RECORDER

DH

CORPORATE ACKNOWLEDGMENT

NO. 202

State of California	On this the 20th day of May 1992, before me,
County of Alameda Ss.	Robert F. Cauchell 92175887
County of	the undersigned Notary Public, personally appeared
OFFICIAL SEAL	Defries Defries Defries
ROBERT F. CAUGHELL NOTARY PUBLIC - CALIFORNIA ALAMEDA COUNTY MY COMM. EXPIRES OCT. 12, 1996	 proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as
	Secretary Clerk, School Board or on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.
	WITNESS) my hand and official sea).

Notary's Signature

7120 122

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • P.O. Box 4625 • Woodland Hills, CA 91364

PARCEL 102

REAL PROPERTY IN THE CITY OF SAN LEANDRO, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, BEING A PORTION OF THAT PARCEL OF LAND DESCRIBED IN BOOK 7776 OF OFFICIAL RECORDS OF ALAMEDA COUNTY AT PAGE 367, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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PREPARED BY

KENNETH P. MOORE, LS 4918

EXP. 12/30/92

DWG CASE ACQUISITION-ALADDIN AVE., TEAGARDEN ST. INTERSECTION IMPROVEMENT -NORTHEAST CORNER OF THE

INTERSECTION SAN LEANDRO UNIFIED SCHOOL DISTRICT OF ALAMEDA COUNTY

APN: 79A-295-2-10

JM\sn\parcel10



POLICY OF TITLE INSURANCE ISSUED BY

STEWART TITLE

GUARANTY COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the 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 the title;
- 3. Unmarketability of the title;
- 4. Lack of a right of access to and from the land;

and in addition, as to an insured lender only:

- 5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
- 6. The 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;
- 7. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule B, or the failure of the assignment shown in Schedule B to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

Signed under seal for the Company, but this Policy is to be valid only when it bears an authorized countersignature.

Sanctity of Contract

STEWART TITLE

GUARANTY COMPANY

Chairman of the Boar

Countersigned by:

Authorized Signator

Company

City, State

TLE GUADA SERVICE STEWARDS SERVICE STEWA

PLACER TITLE COMPANY 2706 TEAGARDEN STREET SAN LEANDRO, CA 94577

(510) 614-2965

Page 1 of Policy Serial No. CNJP-1597- 137275

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or

expenses which arise by reason of:

(a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or

encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

Defects, liens, encumbrances, adverse claims or other matters:

(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;

(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

(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 value paid for the insured mortgage or for the estate or interest insured by this policy.

Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.

5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured

mortgage and is based upon usury or any consumer credit protection or truth in lending law.

Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

CONDITIONS AND STIPULATIONS

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 would have had against the named insured, those who succeed to the interest of the named 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 the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land);

(ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, or any part thereof, whether named as an insured herein or not;

(iii) the parties designated in Section 2(a) of these Conditions and Stipulations.

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

"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" or "known": actual knowledge, not constructive knowledge. edge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive

notice of matters affecting the land.

(f) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

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

(h) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real

property to purchasers for value and without knowledge.

(i) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

CONTINUATION OF INSURANCE.

(a) After Acquisition of Title by Insured Lender. If this policy insures the owner of the indebtedness secured by the insured m the coverage of this policy shall continue in force as of Date of Policy of (i) such insured lender who acquires all or any part of the estate c t in the land by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal

manner which discharges the lien of the insured mortgage; (ii) a transferee of the estate or interest so acquired from an insured corporation, provided the transferee is the parent or wholly-owned subsidiary of the insured corporation. and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insureds; and (iii) any governmental agency or governmental 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.

(b) After Conveyance of Title by an Insured. The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from an insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to an insured.

(c) Amount of Insurance. The amount of insurance after the acquisition or after the conveyance by an insured lender shall in neither event exceed the

least of:

The amount of insurance stated in Schedule A;

(ii) The amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made; or

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

NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

An insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in 4(a) below, (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 prompt notice shall not be given to the Company, then as to that insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. **DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED**

CLAIMANT TO COOPERATE.

(a) Upon written by an insured and subject to the options contained in Section 6 Conditions and Stipplations, the Company, at its own cost and without u able delay, shall provide for the defense of such insured in litigation in winch any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a

SCHEDULE A

Order No.: SL-301828 Policy No.: CNJP-1597-137275

Date of Policy: June 4, 1992 at 8:30 o'clock a.m.

Amount of Insurance: \$3,850.00 Premium: \$300.00

Loan No.: none shown

1. Name of Insured:

CITY OF SAN LEANDRO

2. The estate or interest in the land described herein 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

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

SEE EXHIBIT "A" ATTACHED

Order No.: SL-301828

EXHIBIT A

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

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

Beginning at a point which bears south 61° 53' 18" west 905.426 feet from the western end of the course designated as south 61° 53' 18" west 563.95 feet in the parcel of land secondly described in the Deed to Central Pacific Railway Company, recorded June 17, 1947, Book 5160 OR, Page 235, Series No. AB/51686; running thence north 61° 53' 18" east 313.20 feet; thence south 28° 13' 56" east 512.03 feet to the southeastern line of the parcel of land described in the Deed to Oakland Title Insurance and Guaranty Company, recorded June 19, 1946, Book 4906 OR, Page 364, Series No. TT/51703; thence along the last named line south 61° 53' 18" west 774.55 feet, more or less, to the northeasterly line of the Survey for the location of the Eastshore State Freeway, designated as Road IV=Ala-69-C; thence along the last named line as follows; north 49° 24' 26" west 842.67 feet, more or less to an angle point therein; north 46° 32' 41" west 500.63 feet; north 49° 24' 26" west 199.66 feet; northwesterly and northerly on the arc of a curve to the right with a radius of 270 feet and tangent to the last named course a distance of 283.44 feet; tangent to the last named arc north 10° 44' 24" eats 335.14 feet; tangent to the last named course northerly and northeasterly on the arc of a curve to the right, with a radius of 100 feet, a distance of 89.14 feet; tangent to the last named arc north 61° 48' 44" east 327.63 feet; and north 28° 11' 16" west 200 feet to the southeastern line of West Avenue 132; thence along the last named line north 61° 48' 44" east 336.76 feet to a line drawn north 28° 13' 56" west from the point of beginning; thence south 28° 13' 56" east 1,519.75 feet to said point of beginning.

EXCEPTING THEREFROM:

That portion thereof lying southwesterly of the southeasterly production of a line which bears south 28° 13' 56" east 1,519.75 feet as described in the parcel above.

ALSO EXCEPTING THEREFROM:

Those parcels of land described in the Deeds to the City of San Leandro, recorded January 18, 1967, Series No. AZ/5271, Reel 1903 OR, Image 541, and recorded January 4, 1978, Series No. 78-1604, Reel 5208 OR, Image 643.

A.P.N. 079A-0295-002-10

Order No.: SL-301828

SCHEDULE B

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

PART I

- 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.
- 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, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

SCHEDULE B PART II

- 1992-93 taxes a lien, not yet due or payable.
- 2. Supplemental Real Property Tax Assessments (Chapter 498, Statutes of 1983, as amended):
 - The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California.
- 1992-93 taxes are exempt.
 (Assessed to San Leandro Unified School District.)



DATE:

TO:

INTERDEPARTMENTAL COMMUNICATION

DONALD L. KROGER ASSESSOR

ASSESSOR	•	00 5
DATE:	NOJEMBEN 4, 1992 CLERK, BOARD OF SUPERVISORS ASSESSOR S. M.	E .
TO:	CLERK, BOARD OF SUPERVISORS	
FROM:	ASSESSOR S.U	(i)
SUBJECT:	CANCELLATION OF TAXES	O)
	cached request for cancellation of taxes is being returned, e it can not be processed for the following reason:	
$ \Sigma $	Subject property is a transfer from an exempt agency and there are no taxes to cancel.	
	Subject property is not exempt as defined in Section II, Article XIII, of the California Constitutional Provisions.	
	Subject property was processed under IDC #/ Exhibit #	
	Subject property is not on roll (portion of street).	
	Subject property is an easement only.	
	Subject property is owned byand there are no taxes to cancel.	
	The following grantor/s is/are not shown on the document transferring title of subject property: Missing grantor/s:	





WILLIAM MEHRWEIN

CLERK, BOARD OF SUPERVISORS

OITY OF SAN LEANDRO

1-287

YVONNE D. QUAN
ASSISTANT CLERK

CITY CLERK'S OFFICE

November 13, 1992

In reply, refer to CT 92-113

ALICE CALVERT
CITY CLERK
CITY OF SAN LEANDRO
835 E 14TH STREET
SAN LEANDRO CA 94577-3782

RE: Cancellation of Taxes

Dear Ms Calvert:

Enclosed is a copy of the Assessor's report stating that your request for cancellation of taxes on Assessor's Parcel No. 79A-295-2-10 dated July 15, 1992 cannot be processed because "subject property is a transfer from an exempt agency and there are no taxes to cancel".

Very truly yours,

William Mehrwein, Clerk

William Mehrweinfyk

WM:yfc

Enclosure

cc Tax Collector

