



ASSESSMENT APPEALS BOARD

CANCELLATION OF TAXES

(1-312)

Date: May 19, 2000

In reply, refer to CT No(s):

1996-93045

Reference Number: 77A-640-3

Previous Owner: CHEN CHIACHAI & HONGSIU

SAN LEANDRO CITY OF
835 E. 14TH ST.
SAN LEANDRO, CA 945772323
ATTN: ALICE CALVERT, CITY CLERK

CITY OF SAN LEANDRO
MAY 22 2000
CITY CLERK'S OFFICE

CANCELLATION OF TAXES

SUBJECT: Request for Cancellation of Taxes

Enclosed is a copy of the Assessor's Report (Exhibit #1996-93045) in response to your request for cancellation of taxes on the above parcel(s).

Per the Assessor's Report, the Auditor has been requested to cancel a portion or all of the subject taxes.

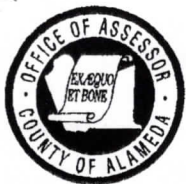
Sincerely,

LESLIE J. BURNS
Assistant Clerk of the Board
ASSESSMENT APPEALS BOARD

By: Mandla Bailey
Deputy Clerk

Encl.

cc: Tax Collector, QIC 20114



OFFICE OF ASSESSOR

ADMINISTRATION BUILDING • ROOM 145 • 1221 OAK STREET
OAKLAND, CALIFORNIA 94612-4288

COUNTY OF ALAMEDA

JOHN N. SCOTT, MAI
ASSESSOR

RON K. THOMSEN
CHIEF DEPUTY

DATE: MAY 15, 2000
TO: PATRICK O'CONNELL, AUDITOR-CONTROLLER
FROM: JOHN N. SCOTT, MAI, ASSESSOR
SUBJECT: CANCELLATION OF TAXES SPECIFIED BY REVENUE & TAXATION CODE, SECTION 4986
FOR CITY OF SAN LEANDRO

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

Supporting Doc. No. Date of Apportionment	Roll Year Effected	Assessment Roll Account No.	Por.	Assessed Value
			All	
<u>96-161646, 7-2-96.</u>	<u>96-97</u>	<u>77A-640-3</u>	<u>FOR</u>	Ld Ø Imp Ø
				Ld Imp
				Ld Imp
				Ld Imp
				Ld Imp
				Ld Imp
				Ld Imp
				Ld Imp
				Ld Imp
				Ld Imp

Request Prepared By

R. P. P. P.

Date

5-15-00

Exhibit #

1996-93045

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



October 2, 1998

Mr. John N. Scott
County Assessor
Alameda County Assessor's Office
1221 Oak Street, Suite 536
Oakland, California 94612

Attention: Mapping Section

Dear Mr. Scott:

Subject: Cancellation of Taxes -- Old Requests

I am writing to request the status of three very old requests (over 2 years old) for cancellation of taxes, for which I have not yet received a response from the Assessor's Office:

<u>Request Dated</u>	<u>APN</u>	<u>Reference No.</u>
08-02-96	77A-640-3	CT 1996-93045
08-02-96	77A-640-2	CT 1996-93060
09-25-96	77A-714-5-3	CT 1996-93053

(1-312)

For your information, I am enclosing copies of all of my previous correspondence with the County on these matters.

I would appreciate it if someone would please help in finalizing these very old transactions; see that the taxes have, in fact, been canceled, and so advise us via the usual form letter.

Sincerely,

Debbie Dettmer
Administrative Secretary
City Clerk's Office

dd

Enclosures (6)

D:\COUNTY\CANCLTAX\MIS-16

Shelia Young, Mayor

City Council:

Gordon A. Galvan;
Garry A. Loeffler;

Bob Glaze;
Joanne M. Lothrop;

Surlene G. Grant;
Glenda Nardine





ALAMEDA COUNTY ASSESSMENT APPEALS BOARD

1221 Oak Street, Suite 536, Oakland, CA 94612 (510) 272-6352 or 6347

(1-312)
CITY OF SAN LEANDRO
NOV 20 1996
CITY CLERK'S OFFICE

CANCELLATION OF TAXES

Date: November 19, 1996

In reply, refer to CT No(s):
1996-93045

Reference Number: 77A-640-3

Previous Owner: CHEN CHIANCHAI & HONGSIU

TO: Assessor, Attn: Mapping Section, QIC 20116

FROM: Clerk of the Board

SUBJECT: Request for Cancellation of Taxes

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

<u>City or Agency</u>	<u>Recorder's No.</u>	<u>APN or Address</u>	<u>Date of Request</u>
SAN LEANDRO CITY OF	96161646	77A-640-3	08/02/1996

This is referred to you for processing.

SM:

cc:

SAN LEANDRO CITY OF

835 E. 14TH ST.

SAN LEANDRO, CA: 94577-2323

Attn: Alice Calvert, City Clerk

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



August 2, 1996

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

(1-312)

Subject: Cancellation of Taxes

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 Chian-Chai Chen and Hong Siu Chen, husband and wife, as joint tenants, for a portion of APN 77A-640-3 at 1302 Timothy Drive, San Leandro, CA

and recorded in the Official Records of the County of Alameda under the County Recorder's Serial No. 96-161646 on July 2, 1996.

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 1268.440 of the Code of Civil Procedure, in the sum of \$ _____.

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

Sincerely,

Alice Calvert
City Clerk

AC:dd
Enclosures (2)
D:\COUNTY\CANCLTAX.FM1-6

Ellen M. Corbett, Mayor

City Council: Gordon A. Galvan; Bob Glaze; Garry A. Loeffler;
Joanne M. Lothrop; Julian P. Polvorosa; Shelia Young; Mike Oliver, City Manager

Recording requested by
GRANTEE

When Recorded return to:
City of San Leandro
835 East 14th Street
San Leandro, CA 94577

80300094-1

Recorded in Official Records
Patrick O'Connell, Clerk-Recorder
Alameda County Recorder

No Fee

96161646 08:30am 07/02/96

004 755164 20 31 000070
A03 5 7.00 12.00 0.00 0.00 0.00 0.00 0.00
0.00 0.00

CITY OF SAN LEANDRO
AUG 1 1996
CITY CLERK'S OFFICE

GRANT DEED

CHIAN-CHAI CHEN and HONG-SIU CHEN, husband and wife, as joint tenants,

hereinafter called GRANTOR, and the CITY OF SAN LEANDRO, a municipal corporation, located in the County of Alameda, State of California, the following described real property:

(FOR DESCRIPTION, SEE EXHIBIT "A" ATTACHED HERETO.)

Dated this 17th day of May, 1996.

Chian Chai Chen
Chian-Chai Chen

Hongsiu Chen
Hong-Siu Chen

STATE OF CALIFORNIA)
) ss
COUNTY OF ALAMEDA)

ON THIS 17th day of May in the year One Thousand Nine
Hundred and Ninety-Six, before me, Rory MacNeil, a
Deputy County Clerk in the office of Patrick O'Connell, County Clerk of the
County of Alameda, State of California, personally appeared _____
CHIAN-CHAI CHEN and HONG-SIU CHEN, husband and wife, as joint tenants

personally known to me (or proved to me on the basis of satisfactory
evidence) to be the persons whose names are subscribed to the within
instrument, and they acknowledged to me that they executed the same in
their authorized capacity(ies), and that by their signatures on the
instrument the persons, or the entity upon behalf of which the persons
acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year in
this certificate first above written.

PATRICK O'CONNELL, County Clerk of the
County of Alameda, State of California

By: Rory MacNeil
Rory MacNeil, Deputy
County Clerk in and for said County
and State

EXHIBIT "A"

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SAN LEANDRO, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOT 5 AS SAID LOT IS SHOWN ON THE MAP OF TRACT 680, FILED FOR RECORD ON FEBRUARY 17, 1944, IN BOOK 10 OF MAPS AT PAGE 27, ALAMEDA COUNTY RECORDS, FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY CORNER OF SAID LOT 5;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT 5, SOUTH 52° 09' 41" WEST, 7.20 FEET;

THENCE LEAVING SAID NORTHWESTERLY LINE, SOUTH 43° 19' 25" EAST, 35.70 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF A 1,248.58 FOOT RADIUS, TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 0° 40' 32", AN ARC DISTANCE OF 14.72 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 5;

THENCE ALONG SAID SOUTHEASTERLY LINE, NORTH 52° 09' 41" EAST, 3.20 FEET TO THE EASTERLY CORNER OF SAID LOT 5;

THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT 5, THE FOLLOWING TWO COURSES:

1. NORTH 37° 50' 19" WEST, 33.03 FEET; AND
2. NORTHWESTERLY ALONG THE ARC OF A 199.99 FOOT RADIUS, TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 4° 55' 29", AN ARC DISTANCE OF 17.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 274 SQUARE FEET MORE OR LESS.

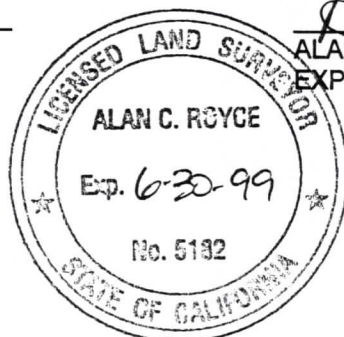
THE BEARINGS AND DISTANCES DESCRIBED HEREIN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3, NAD 1927. TO OBTAIN GROUND LEVEL DISTANCES, MULTIPLY DISTANCES SHOWN BY 1.0000708.

THIS CONVEYANCE IS MADE FOR THE PURPOSE OF A FREEWAY AND THE GRANTOR HEREBY RELEASES AND RELINQUISHES TO THE GRANTEE ANY AND ALL ABUTTER'S RIGHTS OF ACCESS, APPURTENANT TO GRANTOR'S REMAINING PROPERTY, IN AND TO SAID FREEWAY.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

4-26-96
DATE

APN: 77A-640-3



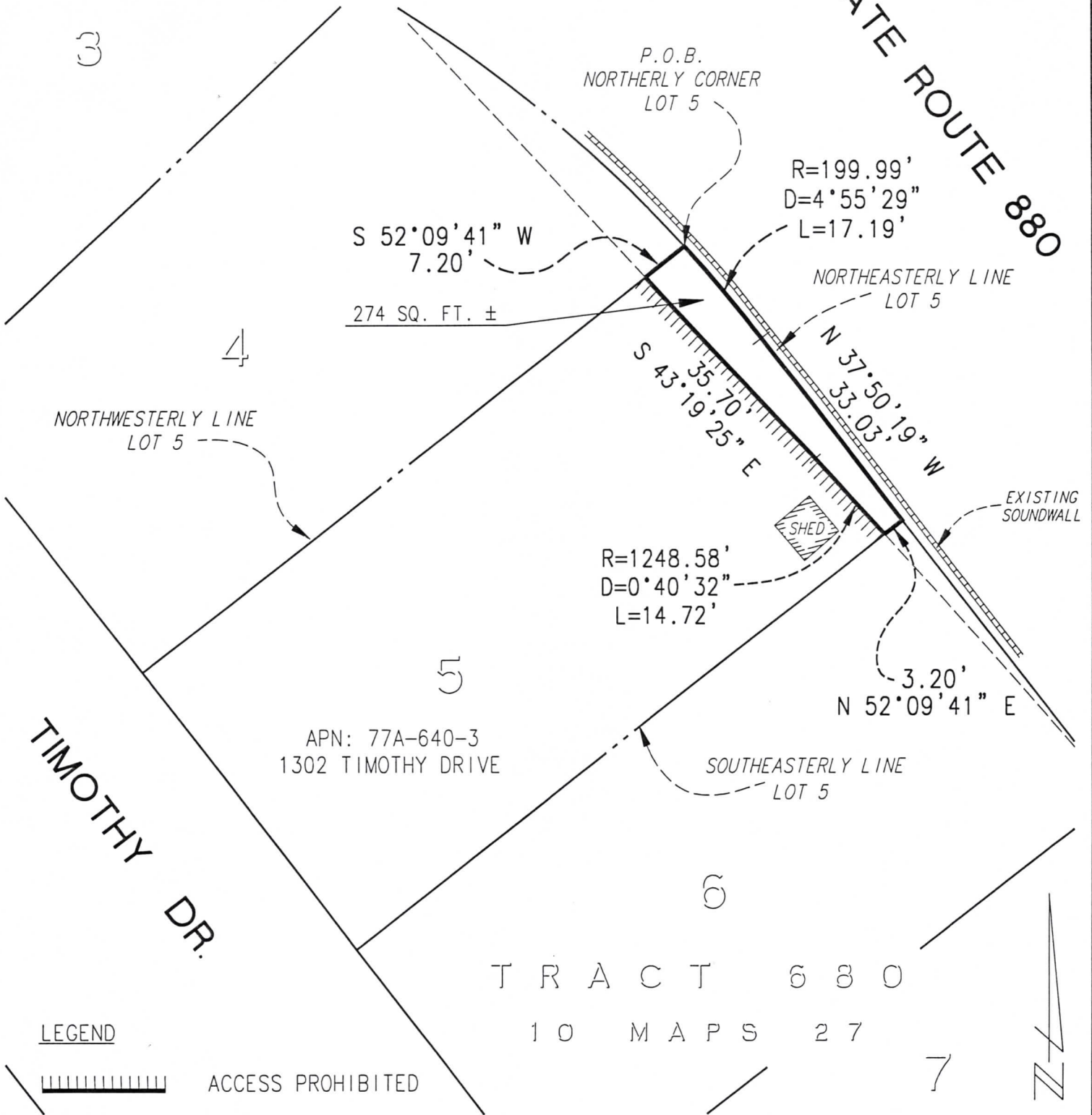
Alan C. Royce
ALAN C. ROYCE, L.S. 5132
EXPIRATION: 6-30-99

BEARINGS AND DISTANCES SHOWN HERE
 COORDINATE SYSTEM ZONE 3, NAD 192
 MULTIPLY DISTANCES SHOWN BY 1.0000708

BASED ON THE CALIFORNIA
 OBTAIN GROUND LEVEL DISTANCES

96161646

STATE ROUTE 880



PLAT TO ACCOMPANY LEGAL DESCRIPTION

CITY OF SAN LEANDRO ALAMEDA COUNTY CALIFORNIA

RIGHT OF WAY ACQUISITION
 PORTION OF LOT 5, TR 680



KIER & WRIGHT
 CIVIL ENGINEERS & SURVEYORS, INC.
 5880 West Las Positas Boulevard, Suite 34
 Pleasanton, California 94588
 (510)734-8060 Fax (510)734-8064

DATE APR. 26, 1996

SCALE 1"=20'

DR. BY ACR

JOB 94589-19

SHEET NO. 1 OF 1

This is to certify that the interest in real property conveyed by Deed or Grant, dated *May 17, 1996*, from *CHIAN CHAI CHEN and Hong-Su Chen* *Husband and wife as Joint tenants* 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

Alice Calvert, City Clerk of the
City of San Leandro

Recording requested by
GRANTEE

When Recorded return to:
City of San Leandro
835 East 14th Street
San Leandro, CA 94577

80300094-2

Recorded in Office of Records, Alameda County
Patrick O'Connell, Clerk-Recorder



No Fee

96161647 08:30am 07/02/96

005 755166 20 31 000070
B02 5 7.00 12.00 0.00 0.00 0.00 0.00 0.00
0.00

CITY OF SAN LEANDRO

AUG 0 1 1996

CITY CLERK'S OFFICE

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made this 17th day of May, 1996,
between CHIAN-CHAI CHEN and HONG-SIU CHEN, husband and wife, as joint
tenants,

hereinafter called GRANTOR, and the CITY OF SAN LEANDRO, a municipal
corporation, located in the County of Alameda, State of California,
hereinafter called CITY,

WITNESSETH:

That GRANTOR, in consideration of the benefits resulting to GRANTOR,
and other valuable consideration, the receipt of which is hereby
acknowledged, does hereby GRANT and CONVEY unto CITY, its successors and
assigns, a temporary easement to accomplish the construction of a CITY
highway and incidents thereto, over, through and along the following
described lands:

FOR DESCRIPTION, SEE EXHIBIT "A" ATTACHED HERETO.

Said easement shall be for the period of construction and shall
terminate on December 31, 1996, or upon completion of such construction,
whichever lasts occurs.

IN WITNESS WHEREOF, GRANTOR has duly executed this document.

Chian-chai Chen
Chian-Chai Chen

Hong-siu Chen
Hong-Siu Chen

STATE OF CALIFORNIA)
) ss
COUNTY OF ALAMEDA)

ON THIS 17th day of May in the year One Thousand Nine
Hundred and Ninety-Six, before me, Rory MacNeil, a
Deputy County Clerk in the office of Patrick O'Connell, County Clerk of the
County of Alameda, State of California, personally appeared _____
CHIAN-CHAI CHEN and HONG-SIU CHEN, husband and wife, as joint tenants

personally known to me (or proved to me on the basis of satisfactory
evidence) to be the persons whose names are subscribed to the within
instrument, and they acknowledged to me that they executed the same in
their authorized capacity(ies), and that by their signatures on the
instrument the persons, or the entity upon behalf of which the persons
acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year in
this certificate first above written.

PATRICK O'CONNELL, County Clerk of the
County of Alameda, State of California

By: Rory MacNeil
Rory MacNeil, Deputy
County Clerk in and for said County
and State

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SAN LEANDRO, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOT 5 AS SAID LOT IS SHOWN ON THE MAP OF TRACT 680, FILED FOR RECORD ON FEBRUARY 17, 1944, IN BOOK 10 OF MAPS AT PAGE 27, ALAMEDA COUNTY RECORDS, FURTHER DESCRIBED AS FOLLOWS:

A STRIP OF LAND 4.00 FEET IN WIDTH, THE NORTHEASTERLY LINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY CORNER OF SAID LOT 5;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT 5, SOUTH 52° 09' 41" WEST, 7.20 FEET TO THE ACTUAL POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE LEAVING SAID NORTHWESTERLY LINE, SOUTH 43° 19' 25" EAST, 35.70 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF A 1,248.58 FOOT RADIUS, TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 0° 40' 32", AN ARC DISTANCE OF 14.72 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 5, SAID POINT BEING THE SOUTHEASTERLY TERMINUS OF THIS DESCRIPTION.

THE SIDELINES OF SAID 4.00 FOOT WIDE STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO TERMINATE ON THE NORTHWEST AT THE NORTHWESTERLY LINE OF SAID LOT 5 AND ON THE SOUTHEAST AT THE SOUTHEASTERLY LINE OF SAID LOT 5.

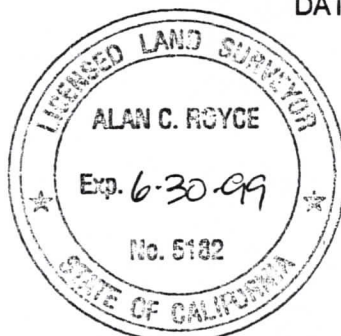
THE BEARINGS AND DISTANCES DESCRIBED HEREIN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3, NAD 1927. TO OBTAIN GROUND LEVEL DISTANCES, MULTIPLY DISTANCES SHOWN BY 1.0000708.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



ALAN C. ROYCE, L.S. 5182
EXPIRATION DATE: 6-30-99

4-26-96
DATE



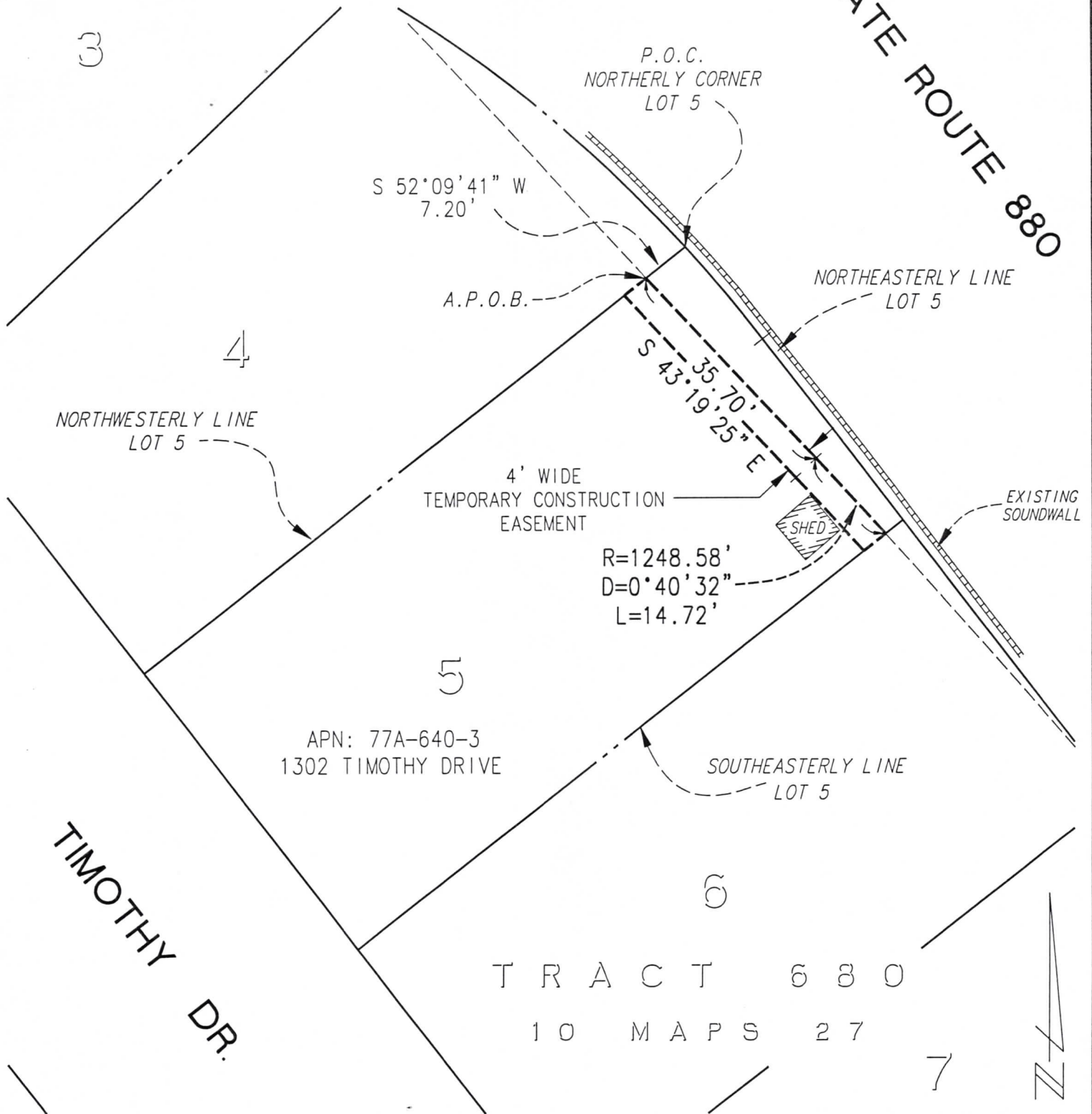
APN: 77A-640-3

BEARINGS AND DISTANCES SHOWN HERE
 COORDINATE SYSTEM ZONE 3, NAD 19
 MULTIPLY DISTANCES SHOWN BY 1.00000000

BE BASED ON THE CALIFORNIA
 TO OBTAIN GROUND LEVEL DISTANCES

96161647

STATE ROUTE 880



PLAT TO ACCOMPANY LEGAL DESCRIPTION

CITY OF SAN LEANDRO ALAMEDA COUNTY CALIFORNIA

TEMPORARY CONSTRUCTION EASEMENT
 PORTION OF LOT 5, TR 680



KIER & WRIGHT
 CIVIL ENGINEERS & SURVEYORS, INC.
 5880 West Las Positas Boulevard, Suite 34
 Pleasanton, California 94588
 (510)734-8060 Fax (510)734-8064

DATE APR. 26, 1996

SCALE 1"=20'

DR. BY ACR

JOB 94589-19

SHEET NO. 1 OF 1

This is to certify that the interest in real property conveyed by Deed or Grant, dated *MAY 17, 1996*, from *CHIAN-CHAI and HONG-SICI CHEN* *Husband and wife as Joint tenants* 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

Alice Calvert, City Clerk of the
City of San Leandro

CITY OF SAN LEANDRO
MEMORANDUM

CITY OF SAN LEANDRO
JUL 03 1996
CITY CLERK'S OFFICE

DATE: July 3, 1996
TO: Alice Calvert, City Clerk
FROM: Rob Caughell, Administrative Assistant
Engineering & Transportation Department
SUBJ: CANCEL TAXES @ 1302 Timothy Drive (Chain-Chai & Hong-Sui Chen)
APN: PORTION OF 77A-640-3

(1-312)

Attached are closing statements and an executed Grant Deed for the above subject property. Approximately 30 days from today, you should receive a copy of the recorded Deed from the County Assessor. Upon receipt of this document, please inform the County Tax Collector to cancel the property taxes

Also, please send me a copy of the recorded Deed for my file. Call me at ext. 3432 if you have any questions.

RFC





PLACER TITLE COMPANY

801 DAVIS STREET
SAN LEANDRO, CA 94577
(510) 614-2965

BUYER'S CLOSING STATEMENT

CITY OF SAN LEANDRO
835 E. 14th Street
San Leandro, CA 94577

Date: 07/02/96
Escrow # 80300094-TJF
Escrow Officer: TERESA J. FLETCHER
Closing Date: 07/02/96

Property: 1302 Timothy Drive, San Leandro, CA

Item	Debits	Credits
Sales Price 1302 Timothy Drive, San Leandro	4,550.00	
Funds deposited to close escrow		4,550.00
Processing & Underwriting fees to Great Western	240.00	
Partial Reconveyance fee	65.00	
CLTA Title Ins. Premium: 100% Of Total Premium	400.00	
Escrow Fees: 100% Of Total Escrow Fees	235.00	
Notary Fee	20.00	
Recording Fees	63.00	
Due from Buyer - Billing Invoice Enclosed		1,023.00
<u>TOTALS</u>	<u>5,573.00</u>	<u>5,573.00</u>



PLACER TITLE COMPANY

801 DAVIS STREET
SAN LEANDRO, CA 94577
(510) 614-2965

SELLER'S CLOSING STATEMENT

CHIAN-CHAI CHEN and HONG-SIU CHEN
1302 Timothy Drive
San Leandro, CA 94577

Date: 07/02/96
Escrow # 80300094-TJF
Escrow Officer: TERESA J. FLETCHER
Closing Date: 07/02/96

Property: 1302 Timothy Drive, San Leandro, CA

Item	Debits	Credits
Sales Price 1302 Timothy Drive, San Leandro		4,550.00
Due to Seller	4,550.00	
<u>TOTALS</u>	<u>4,550.00</u>	<u>4,550.00</u>

1302 mothy (Chen)

(1-312)

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**



Stewart Morris Jr.
Chairman of the Board

Countersigned by:

[Signature]

Authorized Signatory

Company

City, State

Malcolm S. Morris
President

**PLACER TITLE COMPANY
801 DAVIS STREET
SAN LEANDRO, CA 94577
(510) 614-2965**

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:

1. (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.
2. 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.
3. 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.
4. 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.
6. 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

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 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.

(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" or "known": actual knowledge, not constructive knowledge 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.

2. CONTINUATION OF INSURANCE.

(a) **After Acquisition of Title by Insured Lender.** If this policy insures the owner of the indebtedness secured by the insured mortgage, 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 or interest 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:

(i) 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 guaranty.

3. 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 request by an insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without delay, shall provide for the defense of such insured in litigation in which a third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a

CONDITIONS AND STIPULATIONS Continued
(continued from reverse side of Policy Face)

defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of such insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by an insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and 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, or to prevent or reduce loss or damage to an insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any 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.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, an insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for this purpose. Whenever requested by the Company, an insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful 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. If the Company is prejudiced by the failure of an insured to furnish the required cooperation, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by each insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The 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 shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of an insured claimant to provide the required proof of loss or damage, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, an insured claimant may reasonably be required to submit an examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by an insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of an insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that insured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) **To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.**

(i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or

(ii) in case loss or damage is claimed under this policy by the owner of the indebtedness secured by the insured mortgage, to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefor.

Upon the exercise by the Company of the option provided for in paragraph a(i), all liability and obligations to the insured under this policy, other than to make the payment required in that paragraph, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

Upon the exercise by the Company of the option provided for in paragraph a(ii) the Company's obligation to an insured Lender under this policy for the claimed loss or damage, other than the payment required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

(b) **To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.**

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or b(ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy to an insured lender shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2 (c) of these Conditions and Stipulations;

(ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or

(iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the insured lender has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.

(c) The liability of the Company under this policy to an insured owner of the estate or interest in the land described in Schedule A shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,
(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(d) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, or, if applicable, to the lien of the insured mortgage, as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

(d) The Company shall not be liable to an insured lender for: (i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or (ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the insured was and continued to be obligated to advance at and after Date of Policy.

9. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

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

(b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the Amount of Insurance stated in Schedule A.

(c) Payment in full by any person or the voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company to an insured lender except as provided in Section 2(a) of these Conditions and Stipulations.

10. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and 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 to the insured owner.

The provisions of this Section shall not apply to an insured lender, unless such insured acquires title to said estate or interest in satisfaction of the indebtedness secured by an insured mortgage.

11. PAYMENT OF LOSS.

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

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated (i) as to an insured owner, to all rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss; and (ii) as to an insured lender, to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Insured's Rights and Limitations.

Notwithstanding the foregoing, the owner of the indebtedness secured by an insured mortgage, provided the priority of the lien of the insured mortgage or its enforceability is not affected, 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.

When the permitted acts of the insured claimant occur and the insured has knowledge of any claim of title or interest adverse to the title to the estate or interest or the priority or enforceability of the lien of an insured mortgage, as insured, the Company shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(c) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

The Company's right of subrogation shall not be avoided by acquisition of an insured mortgage by an obligor (except an obligor described in Section 1(a)(ii) of these Conditions and Stipulations) who acquires the insured mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an insured under this policy, notwithstanding Section 1(a)(i) of these Conditions and Stipulations.

13. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) 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 by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a 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.

15. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

16. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at P.O. Box 2029, Houston, Texas 77252-2029, and identify this policy by its printed policy serial number which appears on the bottom of the front of the first page of this policy.

SCHEDULE A

Order No.: 80300094

Policy No.: CNJP-1597-357966

Date of Policy: July 2, 1996 at 8:30 o'clock a.m.

Amount of Insurance: \$4,550.00

Premium: \$400.00

Loan No.: none shown

1. Name of Insured:

CITY OF SAN LEANDRO,
a Municipal Corporation

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, a Municipal Corporation

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

SEE EXHIBIT "A" ATTACHED

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:

Being a portion of Lot 5 as said lot is shown on the Map of Tract 680, filed for record on February 17, 1944, in Book 10 of Maps at Page 27, Alameda County Records, further described as follows:

Beginning at the northerly corner of said Lot 5; thence along the northwesterly line of said Lot 5, South 52° 09' 41" west, 7.20 feet; thence leaving said northwesterly line, South 43° 19' 25" east, 35.70 feet; thence southeasterly along the arc of a 1,248.58 foot radius, tangent curve to the right, through a central angle of 0° 40' 32", an arc distance of 14.72 feet to the southeasterly line of said Lot 5; thence along said southeasterly line, north 52° 09' 41" East, 3.20 feet to the easterly corner of said Lot 5; thence along the northeasterly line of said Lot 5, the following two courses: North 37° 50' 19" west, 33.03 feet; and northwesterly along the arc of a 199.99 foot radius, tangent curve to the left, through a central angle of 4° 55' 29", an arc distance of 17.19 feet to the point of beginning. Containing 274 square feet more or less.

A.P.N. 077A-0640-003

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

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.

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

SCHEDULE B

PART II

1. 1996-97 taxes a lien, not yet due or payable.
2. 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.
3. Relinquishment of any and all rights of ingress and egress over and across the northeasterly line of the premises to the Nimitz Freeway.
4. Building set-back line of 15 feet as shown on the map of record.
5. Covenants, conditions and restrictions as set forth in the instrument recorded February 19, 1944, Series No. RR/10035, Book 4504 OR, page 112;
 - (a) With mortgage protection clause.
 - (b) No reversionary clause.

1995-96 Taxes: LAA INFORMATION
Code Area: 10-001; A.P.N.: 077A-0640-003;
Land: \$63,336.00
Improvements: \$30,990.00
Personal Prop: \$NONE
Exemption: \$7,000.00 HOMEOWNERS
1ST INSTALLMENT: \$670.77 PAID
2ND INSTALLMENT: \$670.77 PAID
Tracer No.: 182060-00; Tax Rate: 1.0324

TRW-REDI

1-800-345-7334

SCALE IN 1/10 OF AN INCH

77 Code Area No. 10-001
FORMERLY IN BK. 79-P. 182

TRACT 680. (BK. 10 Pg. 27) ASSESSOR'S MAP 77A

Scale: 1" = 50'

660
Davis Street

640

Page 1

NO ACCESS

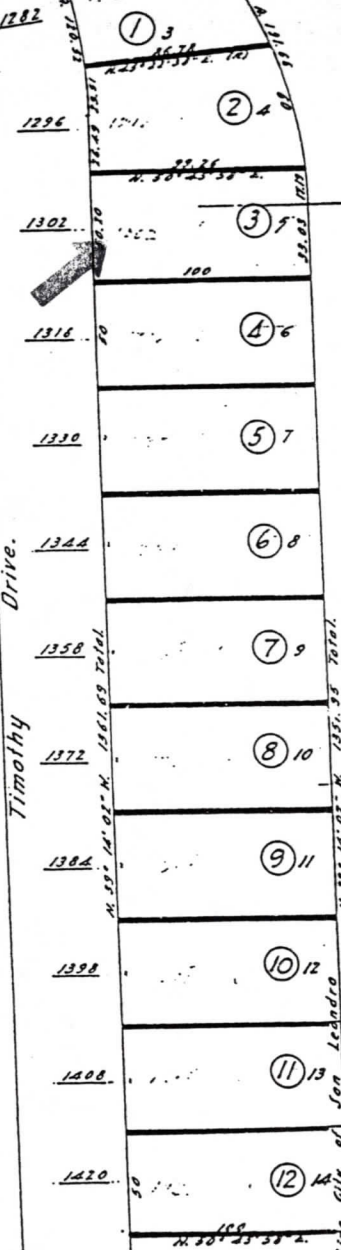
REVISED: 3-25-69 J.K.C.

641

Marybelle Avenue

Timothy Drive

642



370

90' 369+44.75

9

8

366+72.27 90'

NIMITZ FREEWAY

State Highway
Route IV. Ala 69 - Sect C

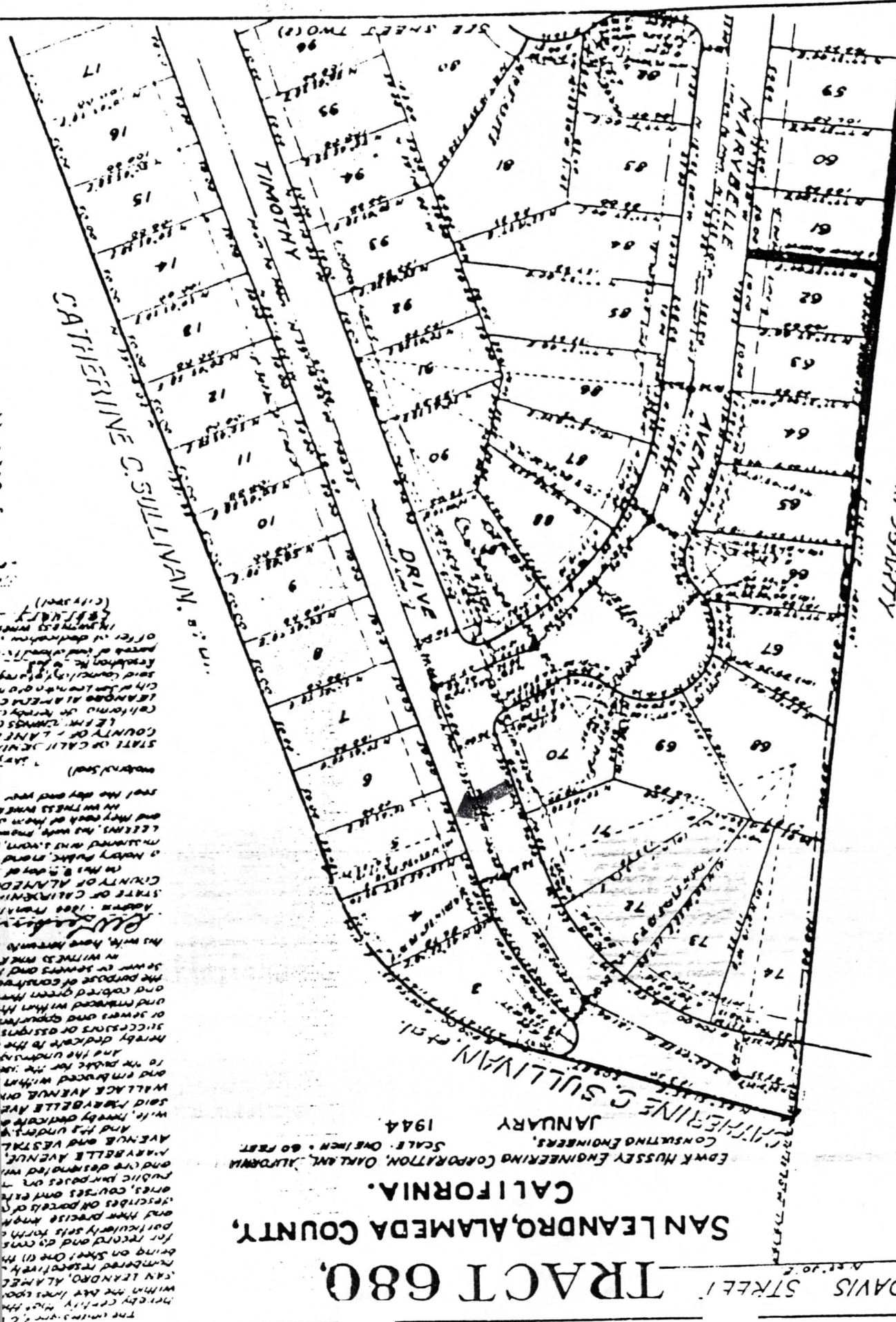
635

STATE = N.30°52'25"W.

IMPORTANT: This plat is not a survey. It is merely furnished as a convenience to locate the land in relation to adjoining streets and other lands and not to guarantee any dimensions, distances, bearings or acre area.

15
640
Page 2

IMPORTANT: This plat is not a survey. It is merely furnished as a convenience to locate the land in relation to adjoining streets and other lands and not to guarantee any dimensions, distances, bearings or acre area.



JOS. M. FOZARNTY



TRACT 680,
SAN LEANDRO, ALAMEDA COUNTY,
CALIFORNIA.
 EDK HUSSEY ENGINEERING CORPORATION, OAKLAND, ALABAMA
 CONSULTING ENGINEERS.
 SCALE: ONE INCH = 60 FEET.
 JANUARY 1944
 CATHERINE G. SULLIVAN, et al.

[Faint, mostly illegible text, possibly a title block or legal description]