RECORDING REQUESTED BY:
City of San Leandro
Engineering and Transportation Department
835 East 14th Street
San Leandro, CA 94577

CITY OF SAN LEANDRO
JAN 30 1992
CITY CLERK'S OFFICE

1-283

92006065

001

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

JAN - 8 1992

OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
RENE C. DAVIDSON
COUNTY RECORDER

AFTER RECORDATION, RETURN TO:
City Clerk
City of San Leandro
835 East 14th Street
San Leandro, CA 94577

D.H.

DOCUMENTARY TRANSFER TAX:

EXEMPT - City of San Leandro

302262-1

GRANT DEED

PAMELA M. LANARO, an unmarried woman, does hereby GRANT to the City of San Leandro, a municipal corporation, the following described real property:

See legal description in attached Exhibit A.

Assessor's No. Portion of 77B-1131-001-12

IN WITNESS WHEREOF, this document is duly executed on June 13, 1991

Pamela M. Lanaro
PAMELA M. LANARO

Attach Appropriate Notary

KJV:kjv 6/10/91

M:\LANARO\GRANTDEED

92006065

This is to certify that the interest in real property conveyed by Deed or Grant, dated June 13, 1991 , from Pamela M. Lanaro

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.

CITY OF SAN LEANDRO
ALAMEDA COUNTY, CAL.

Alice Calvert, City Clerk of the
City of San Leandro

GENERAL ACKNOWLEDGMENT

92006065

NO. 201

State of CALIFORNIA
County of ALAMEDA } ss.

On this the 13 day of June 19 91, before me,

FRED M. DUMAN ,

the undersigned Notary Public, personally appeared

PAMELA M. LANARO ,

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that she executed it.

WITNESS my hand and official seal.

FRED M. DUMAN
NOTARY PUBLIC
ALAMEDA COUNTY, CALIFORNIA
My commission expires June 14, 1993

Notary's Signature

7110 122

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

92006065

Exhibit A

DESCRIPTION FOR STREET DEDICATION AT 14795 WASHINGTON AVENUE, SAN LEANDRO, CALIFORNIA REAL PROPERTY TO BE ACQUIRED FROM PAMELA M. LANARO, AN UNMARRIED WOMAN

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

A PORTION OF THE LAND DESCRIBED IN THAT GRANT DEED DOCUMENT CONVEYED FROM BRADDOCK AND LOGAN, A CALIFORNIA GENERAL PARTNERSHIP TO PAMELA M. LANARO, AN UNMARRIED WOMAN, DATED NOVEMBER 30, 1990, RECORDED DECEMBER 5, 1990 UNDER RECORDER'S SERIES NUMBER 90-318650 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EASTERN 12.00 FEET, RIGHT ANGLE MEASUREMENT, OF SAID LANDS OF LANARO (90-318650).

CONTAINING 1,440 SQUARE FEET (0.0331 ACRES) OF LAND MORE OR LESS.

PORTION OF APN 77B-1131-1-12

DATED: 5-28-1991

BY: Yev Philipovitch
YEVGENI PHILIPOVITCH
R.C.E. NO. 25,392
EXPIRES 12-31-93

BKF JOB NO. 917022-50 JVK
DATE: MAY 24, 1991

REGISTERED PROFESSIONAL ENGINEER
YEVGENI PHILIPOVITCH
No. 25392
EXP. 12-31-93
CIVIL
STATE OF CALIFORNIA

LD 91-4
DWG 1224 Case 1602
Master Plan Acquisition
at 14795 Washington
LANARO
APN 77B-1131-1-12

POLICY OF TITLE INSURANCE ISSUED BY

CITY OF SAN LEANDRO
JUL 15 1992
CITY CLERK'S OFFICE

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

Carloss Morris
Chairman of the Board

Stewart Morris
President

STEWART TITLE GUARANTY CO. INCORPORATED 1908 TEXAS

Countersigned by:
B. P. Taulin
Authorized Signatory

Company

City, State

PLACER TITLE COMPANY
1420 Harbor Bay Parkway
Suite 110
Alameda, CA 94501

Page 1 of Policy Serial No. CNJP-1597-46985

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 m[illegible] the coverage of this policy shall continue in force as of Date of Policy [illegible] of (i) such insured lender who acquires all or any part of the estate [illegible] t in the land by foreclosure, trustee's sale, conveyance in lieu of fc[illegible], 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 [illegible] Conditions and Stipulations, the Company, at its own cost and without u[illegible]ble delay, shall provide for the defense of such insured in litigation in [illegible] 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-302262 **Policy No.:** CNJP-1597-46985

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

Amount of Insurance: $9,000.00 **Premium:** $300.00

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:

All that certain real property situated in the State of California, County of Alameda, City of San Leandro, described as follows:

A portion of the land described in that grant deed document conveyed from Braddock and Logan, a California general partnership to Pamela M. Lanaro, an unmarried woman, dated November 30, 1990, recorded December 5, 1990 under the recorder's Series No. 90-318650 of the official records of Alameda County California, more particularly described as follows:

The eastern 12.00 feet, right angle measurement, of said lands of Lanaro (90-318650).

A.P.N. 077B-1131-001-12

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.

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. 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.

2. Terms, conditions and provisions contained in an Agreement to conditions between Pamela M. Lanaro and the City of San Leandro, recorded December 7, 1990, Series No. 90-321897.
   (Affects the premises and additional property.)

   1991-92 Taxes: TAX INFORMATION
   Code Area: 10-019; A.P.N.: 077B-1131-001-12;
   Land: $334,000.00
   Improvements: $91,000.00
   Personal Prop: none
   Exemption: none
   1ST INSTALLMENT: $2,303.88 PAID
   2ND INSTALLMENT: $2,303.88 PAID
   Tracer No.: 183550-00; Tax Rate: 1.2079

1-283

CLERK, BOARD OF SUPERVISORS

WILLIAM MEHRWEIN
CLERK OF THE BOARD

YVONNE D. QUAN
ASSISTANT CLERK

CITY OF SAN LEANDRO
JUN 4 1992
CITY CLERK'S OFFICE

June 1, 1992

In reply, refer to CT 92-52

ALICE CALVERT
CITY CLERK
CITY OF SAN LEANDRO
835 EAST 14TH STREET
SAN LEANDRO CA 94577

RE: Cancellation of Taxes

Dear Ms Calvert:

Enclosed is a copy of the Assessor's report in reply to your request for cancellation of taxes dated March 30, 1992.

The Auditor is requested to cancel a portion of the taxes on Account No. 77B-1131-1-12 for roll year 1991-92.

Very truly yours,

William Mehrwein /yfc

William Mehrwein, Clerk

WM:yfc

Enclosure

cc Tax Collector

de Area Nos. 10-019

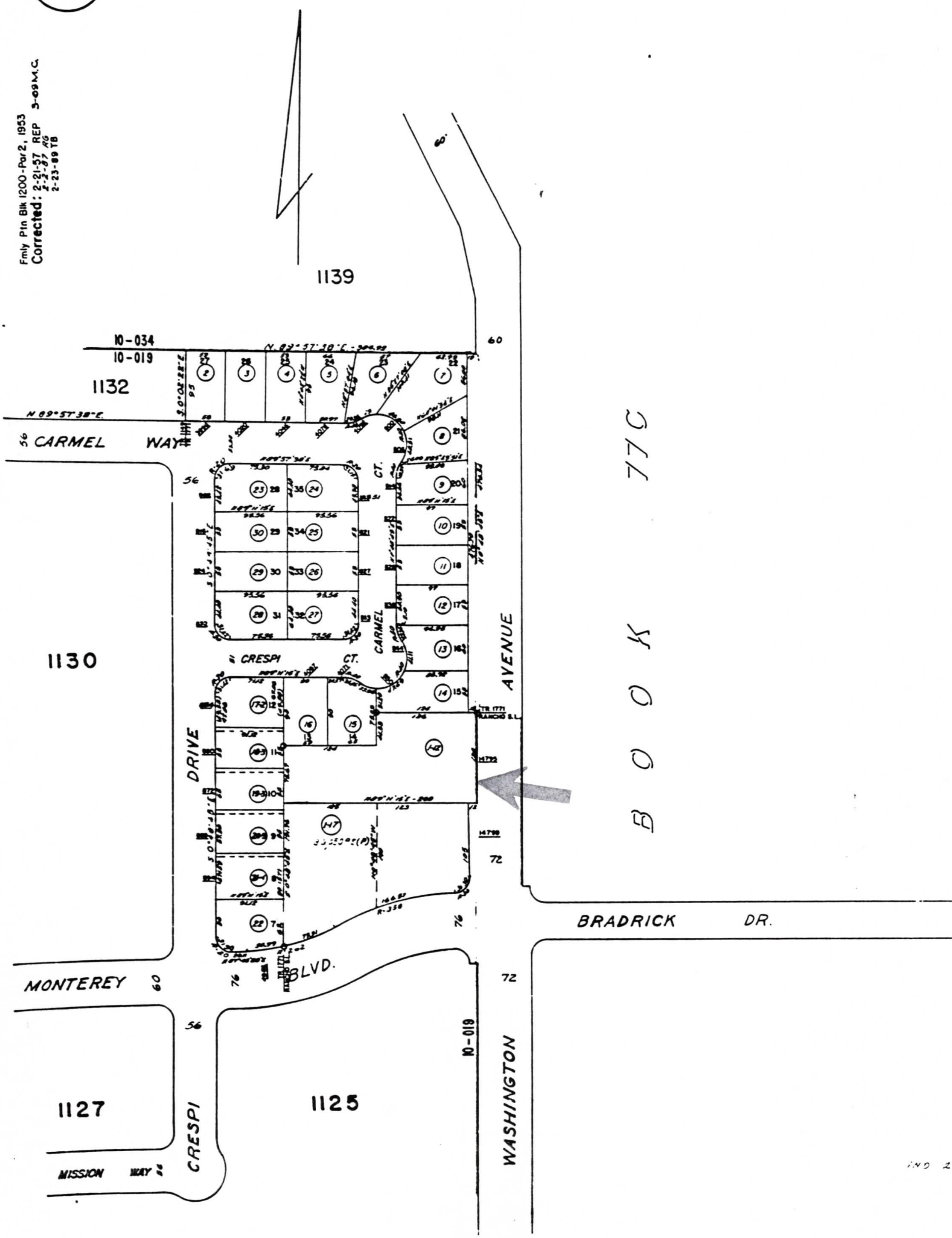
ASSESSOR'S MAP 77B

1131

Scale: 1" = 100'

F...... San Leandro (Jose Joaquin Estu

TRACT 1771 (Bk.37-Pg.82)



THIS IS NOT A SURVEY OF THE LAND, BUT IS COMPILED FROM DATA SHOWN BY THE PUBLIC RECORDS

PLACER TITLE COMPANY