

RECORDING REQUESTED BY:

~~Commonwealth Land Title Company~~
TRANSAMERICA TITLE INS. CO.
ESCROW 75648

AFTER RECORDATION, RETURN TO:

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

DOCUMENTARY TRANSFER TAX:

EXEMPT - City of San Leandro

CITY OF SAN LEANDRO

MAY 17 1991

CITY CLERK'S OFFICE

D.H.

91106371

1-277

001

RECORDED at REQUEST OF
Transamerica Title Co.

At 8:30 A.M.

APR 29 1991

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

GRANT DEED

SAN LORENZO UNIFIED SCHOOL DISTRICT of Alameda County, State of California, a public corporation, successor in interest to HAYWARD UNION HIGH SCHOOL DISTRICT of Alameda County, State of California, a public corporation, does hereby GRANT to the CITY OF SAN LEANDRO, a municipal corporation, the following described real property:

See legal description in attached Exhibit A.

"The property being conveyed herein shall be used solely as a community use facility for public and recreational purposes for a period of 25 years, from April 25, 1989, except that the City may charge rent to qualified users and collect fees for qualified programs. In the event of violation of this provision by the City, the title to the property being conveyed herein to revert to the San Lorenzo Unified School District."

Assessor's No.: Portion of 80G-1320-3-23

IN WITNESS WHEREOF, this document is duly executed on March 27, 1991

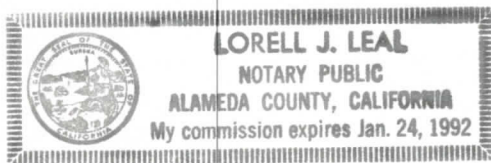
SAN LORENZO UNIFIED SCHOOL DISTRICT
of Alameda County, State of California,
a public corporation

By: Barbara J. Sidari

Its: Board of Education, President

By: _____

Its: _____



Lorell J. Leal

Attach Appropriate Notary

(Corporation)
STATE OF CALIFORNIA

91106371

COUNTY OF Alameda

SS.

On March 27, 1991 before me, Lorell J. Leal a Notary Public

in and for said State, personally appeared Barbara J. Sidari,

(known to me) (or proved to me on the basis of satisfactory evidence) to be the Board of Education

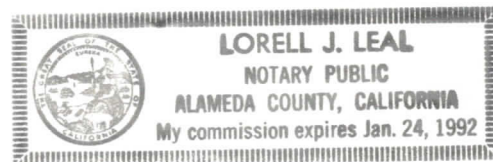
President, and _____

(known to me) (or proved to me on the basis of satisfactory evidence) to be _____

Secretary of the corporation that executed the within Instrument (known to me) (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Lorell J. Leal
Lorell J. Leal



Form 3216 (CA 12-82)

(This area for official notarial seal)

91106371

This is to certify that the interest in real property conveyed by Deed or Grant, dated _____, from San Lorenzo Unified School District

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

2

911063'71

EXHIBIT "A"

Real property in the City of San Leandro, County of Alameda, State of California, being a portion of Lot 13, Sale Map No. 10 of Salt Marsh and Tide Lands, filed in Book 17 of Maps at Page 30, Alameda County Records, and a portion of Lot L, Map of the Vegetable Lands belonging to the estate of William Roberts, filed October 9, 1906, in Book 21 of Maps at Page 64, Alameda County Records, and being more particularly described as follows:

Beginning at the point of intersection of the westerly line of Wicks Boulevard, as described in the "Final Condemnation", Case No. 337760, Alameda County Superior Court, recorded October 2, 1964, Series No. AW/159308, with the southerly line of the lands described in the "Final Order of Condemnation", Case No. 321665, Alameda County Superior Court, recorded March 7, 1963, Series No. AU/40859, the bearing of said southerly line being taken as north 59° 00' 42" east for purposes of this description; thence from the Point of Beginning, along said southerly line, south 59° 00' 42" west, 496.94 feet; thence north 30° 59' 18" west, 154.41 feet; thence north 59° 00' 42" east, 53.63 feet; thence north 23° 47' 56" west, 5.61 feet; thence north 66° 13' 51" east, 39.90 feet; thence north 23° 47' 56" west, 133.58 feet; thence north 66° 12' 04" east, 180.95 feet, thence north 23° 47' 56" west, 13.26 feet; thence north 66° 12' 04" east, 206.76 feet, to the said westerly line of Wicks Boulevard; thence along said westerly line of Wicks Boulevard south 30° 59' 18" east, 252.12 feet, to the POINT OF BEGINNING.

The above described parcel of land contains 2.8174 acres, more or less.

LD89-5

DWG 1148 Case 202
Community Center Parcel at Marina H.S.
San Lorenzo Unified School District
Portion of APN 80G-1320-3-23

91106371

BRASS CAP MONUMENT
MARKED "ALAMEDA COUNTY
TROJAN A 1954"
FD. PER 8 R.O.S. 85-89

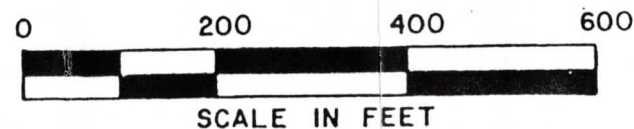
N31°50'56"W
60.54'

N27°44'21"W
1771.88'

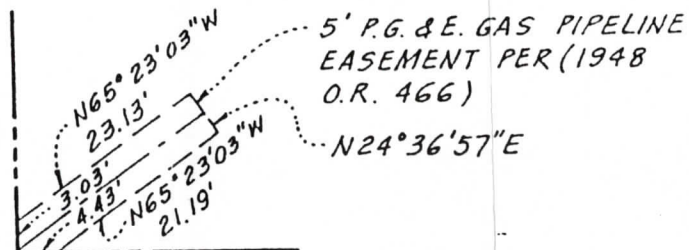
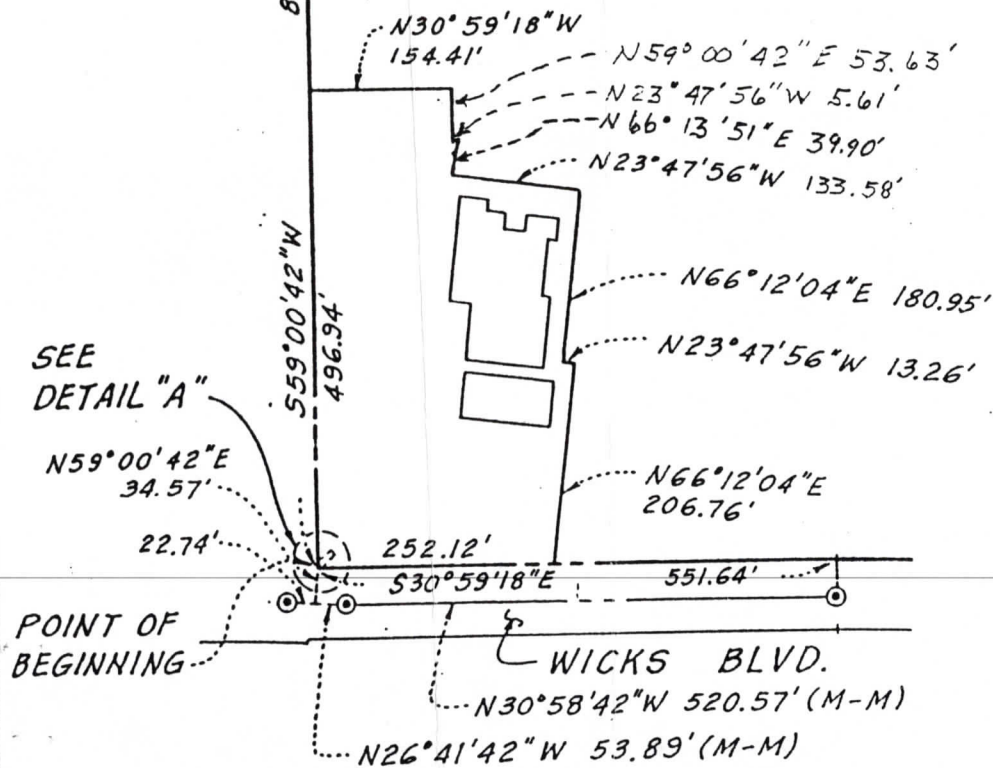
N59°00'42"E
48.93'

SOUTHERN PACIFIC
RAILROAD CO.

PARCEL 3



SEE
DETAIL "A"



DETAIL "A"

SCALE: 1"=20'

PLAT TO ACCOMPANY
A LEGAL DESCRIPTION

MARINA HIGH SCHOOL
COMMUNITY CENTER FACILITY
CITY OF SAN LEANDRO
ALAMEDA COUNTY, CALIFORNIA
BISSELL & KARN, INC.

CIVIL ENGINEERS

SAN LEANDRO, CA.

LD89-5

JOB NO. 8808056.10

REV 3-8-89

D1148 C1602

D1148 C1602

POLICY OF TITLE INSURANCE

ISSUED BY

TRANSAMERICA TITLE INSURANCE COMPANY

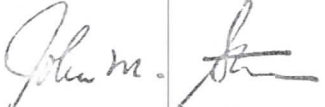
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, TRANSAMERICA TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not 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.

IN WITNESS WHEREOF, TRANSAMERICA TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

TRANSAMERICA TITLE INSURANCE COMPANY

By: 
Authorized Countersignature



By 
President

Attest: 
Secretary

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 policy 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 paid value 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.

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 in favor 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 unreasonable delay, shall provide for the defense of such insured in litigation in which 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 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 to 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.

Conditions and Stipulations Continued Inside Cover

TRANSAMERICA TITLE INSURANCE COMPANY
1855 GATEWAY BOULEVARD, SUITE 140
CONCORD, CALIFORNIA 94520
(415) 685-4436

STANDARD POLICY SCHEDULE A

AMOUNT OF INSURANCE: \$1,000,000.00 CHARGE: \$2,490.00

DATE OF POLICY: APRIL 29, 1991 AT 8:30 A.M.

ORDER NO.: 075648BC

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:

FEE SIMPLE

3. THE ESTATE OR INTEREST REFERRED TO HEREIN IS AT DATE OF POLICY VESTED IN:

CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION

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

BEING PORTION OF LOT 13, SALE MAP NO. 10 OF SALT MARSH AND TIDE LANDS, FILED IN BOOK 17 OF MAPS AT PAGE 30, ALAMEDA COUNTY RECORDS, AND A PORTION OF LOT "L", MAP OF THE VEGETABLE LANDS BELONGING TO THE ESTATE OF WILLIAM ROBERTS, FILED OCTOBER 9, 1906, IN BOOK 21 OF MAPS AT PAGE 64, ALAMEDA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WESTERLY LINE OF WICKS BOULEVARD, AS DESCRIBED IN THE "FINAL CONDEMNATION", CASE NO. 337760, ALAMEDA COUNTY SUPERIOR COURT, RECORDED OCTOBER 2, 1964, SERIES NO. AW/159308, WITH THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN THE "FINAL ORDER OF CONDEMNATION", CASE NO. 321665, ALAMEDA COUNTY SUPERIOR COURT, RECORDED MARCH 7, 1963, SERIES NO. AU/40859, THE BEARING OF SAID SOUTHERLY LINE BEING TAKEN AS NORTH 59°00'42" EAST FOR PURPOSES OF THIS DESCRIPTION; THENCE FROM THE POINT OF BEGINNING, ALONG THE SOUTHERLY LINE, SOUTH 59°00'42" WEST, 496.94 FEET; THENCE NORTH 30°59'18" WEST, 154.41 FEET; THENCE NORTH 59°00'42" EAST, 53.63 FEET; THENCE NORTH 23°47'56" WEST, 5.61 FEET; THENCE NORTH 66°13'51" EAST, 39.90 FEET; THENCE NORTH 23°47'56" WEST, 133.58 FEET; THENCE NORTH 66°12'04" EAST, 180.95 FEET, THENCE NORTH 23°47'56" WEST, 13.26 FEET; THENCE NORTH 66°12'04" EAST, 206.76 FEET, TO THE SAID WESTERLY LINE OF WICKS BOULEVARD SOUTH 30°59'18" EAST, 252.12 FEET, TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBER: 080G-1320-003-23 (PORTION)

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 THOSE MATTERS SHOWN IN PARTS I AND II OF THIS SCHEDULE.

PART I

ALL MATTERS SET FORTH IN SCHEDULE B PART I AND THE EXCLUSIONS FROM COVERAGE ARE PRINTED IN THE INSIDE COVER OF THIS POLICY.

PART II

1. TAXES, A LIEN BUT NOT YET ASSESSED.

FISCAL YEAR: 1990-91

NOTE: THE HEREIN DESCRIBED PROPERTY IS CURRENTLY TAX EXEMPT.

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. EASEMENT, and incidents thereto,

In Favor of	: ALAMEDA COUNTY MOSQUITO ABATEMENT DISTRICT
Recorded, Official Records:	NOVEMBER 28, 1940
Book/Reel	: 3991
Page/Image	: 199
Purpose	: DRAIN DITCH
Affects	: CROSSES CENTER PORTION

4. EASEMENT, and incidents thereto,

In Favor of	: PACIFIC GAS AND ELECTRIC COMPANY
Recorded, Official Records:	APRIL 17, 1967
Book/Reel	: 1948
Page/Image	: 466
Series/Instrument No.	: AZ-34754
Purpose	: PUBLIC UTILITY
Affects	: SOUTHEAST CORNER

5. VARIOUS ENCROACHMENTS AND EASEMENTS AS DISCLOSED BY AN ALTA/ACSM SURVEY DATED MARCH 23, 1991, JOB NO. N0614.30 BY BISSELL AND KARN, AS FOLLOWS:

- A) EXISTING 24 INCH STORM DRAIN RUNNING NORTH ACROSS ADJACENT PROPERTY
- B) EXISTING 6 INCH SANITARY SEWER LINE CROSSING WESTERLY CORNER
- C) ENCROACHMENT OF GATE, CURBING AND CYCLONE FENCE ONTO ADJACENT PROPERTY AT WESTERLY CORNER
- D) INGRESS AND EGRESS EASEMENT BY REASON OF SAID GATE AND CURBING
- E) H.V./GAS ENCLOSURE IN WESTERLY CORNER
- F) EXISTING BUILDINGS UPON COMMON BOUNDARY WITH HOMESTEAD FINANCIAL PARCEL
- G) FENCE ENCROACHMENT ON SOUTHERLY LINE
- H) STORAGE SHED AND WOODEN FENCE ENCROACHMENT ON SOUTHERLY LINE
- I) ELECTRICAL BOX ENCROACHMENT ON SOUTHERLY LINE
- J) ENCROACHMENT OF BUILDINGS UPON EASEMENT (3991 O.R. 199) K) UNRECORDED LEASE TO THE CITY OF SAN LEANDRO

NOTE:

COUNTY AND MUNICIPAL TAXES, as follows:

For Fiscal Year	: 1990-91
First Installment	: \$NO TAXES ASSESSED
Second Installment	: \$NO TAXES ASSESSED
Account No.	: 080G-1320-003-23
Code Area No.	: 10-006

The above item affects : A PORTION AND OTHER PROPERTY

