Recording Requested by and
After Recording Return To:

EXHIBIT H

THE CITY OF SAN LEANDRO
City Clerk's Office
835 East 14th Street
San Leandro, CA 94577

(1-329)
Reso
99-60
05-03-99
(2096)

DEED OF TRUST

THIS DEED OF TRUST is made this 9 day of Dec 1999, 1999 among the Trustor, LAS PALMAS DEVELOPMENT PARTNERS, A California Limited Partnership (herein "Trustor"), THE CITY OF SAN LEANDRO (herein "Trustee"), and the Beneficiary, THE CITY OF SAN LEANDRO, a public agency organized and existing under the laws of the State of California whose address is 835 East 14th Street, San Leandro, CA 94577(herein "Beneficiary").

TRUSTOR, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, that real property located in the County of Alameda, State of California, more fully described in Exhibit A, which has the address of 15370-15375 Tropic Court, San Leandro, California;

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Beneficiary to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property are hereinafter referred to as the "Property";

TO SECURE to Beneficiary payment of the indebtedness evidenced by a promissory note, of even date herewith, and extensions and renewals thereof (herein "Note"), in the principal sum of SEVEN HUNDRED FIFTY THOUSAND ($750,000.00), any additional sums and interest thereon hereafter loaned by Beneficiary to Trustor, which loans are evidenced by a promissory note or notes, containing a recitation that this Deed of Trust secures the payment thereof, and the performance of each agreement herein contained.

Trustor covenants that it is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that, to the best of Trustor's knowledge, the Property is unencumbered except for encumbrances of record. Trustor warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

A. <u>To protect the security of this Deed of Trust, Trustor agrees as follows</u>:

1. <u>Preservation and Maintenance of Property</u>. Trustor agrees to keep the Property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting the Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer, or permit any act upon the Property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune, and do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. <u>Hazardous Materials</u>. Trustor shall not cause or permit any Hazardous Materials (as hereinafter defined) to be brought upon, kept or used in or about the Property by Trustor, its agents, employees, contractors or invitees.

Trustor shall indemnify, defend (with counsel approved by Beneficiary) and hold Beneficiary harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, diminution in value of the Property, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the term of this Deed of Trust as a result of any breach, contamination, discharge, or release of Hazardous Materials. This indemnification of Beneficiary by Trustor includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Materials present in, on or under the Property or adjacent property caused by or a result of Trustor's activities. This indemnification specifically excludes hazardous materials on the Property as a result of prior occupant. If any Hazardous Materials are discharged, released, dumped, or spilled on, under, or about the Property after Trustor obtains ownership and results in any contamination of the Property or adjacent property, or otherwise results in the release or discharge on, under or from the Property of Hazardous Materials, Trustor shall promptly take all actions at its sole expense as are necessary to comply with, and in accordance with, all Hazardous Materials Laws.

The term "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §1801 et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. §6901 et seq.), Section 25117 of the California Health & Safety Code, Section 25316 of the California Health & Safety Code, and in the regulations adopted and publications promulgated pursuant to them, or any other federal, state, or local environmental laws, ordinances, rules, or regulations concerning the environment, industrial hygiene or public health or safety now in effect or enacted after this date, but excludes materials used in compliance with the law in the construction and operation of the Project.

3. Charges; Liens. Trustor shall pay at least ten days before delinquency all taxes and assessments affecting the Property, including assessments on appurtenant water stock; when due, all encumbrances, charges, and liens, with interest, on the Property or any part thereof, which appear to be prior or superior hereto; all costs, fees, and expenses of this Trust. Trustor shall give prompt notice to Beneficiary of any default under any mortgage, deed of trust or other security agreement with a lien on the Property.

4. Hazard Insurance. Trustor shall keep the improvements and personal property now existing or hereafter erected on the Property insured against loss by fire, vandalism and malicious mischief by a policy of standard fire and extended all-risk insurance. The policy shall be written on a full replacement value basis.

Subject to the rights of senior mortgagees, the insurance policy shall be issued in the name of the Trustor and the Beneficiary, as their interests appear. The insurance policy shall contain an endorsement which provides that any proceeds shall be disbursed and used to repair or rebuild any such improvements so damaged or destroyed.

The full replacement value of the improvements to be insured hereunder shall be determined by the company issuing the policy at the time the policy is initially obtained. Not more frequently than once every two (2) years, either the Trustor or the Beneficiary shall have the right to notify the other party that it elects to have the replacement value redetermined by the insurance company.

The insurance policy shall be issued by an insurance company authorized to do business in the State of California with a financial rating of at least A VII status as rated in the most recent edition of Best's Key Rating Guide. The policy shall contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties before cancellation.

5. Defense of Security. Trustor agrees to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

6. Reimbursement of Costs. Trustor agrees to pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the amount allowed by law in effect at the date hereof.

7. Right to Cure. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel, and pay reasonable attorneys' fees. Beneficiary may make or cause to be made reasonable entries upon and inspections of the Property, provided that Beneficiary shall give Trustor notice prior to any such inspection specifying reasonable cause therefor related to Beneficiary's interest in the Property.

B. It is mutually agreed that:

1. Condemnation Award. Subject to the rights of senior mortgagees, any award of damages in connection with any condemnation for public use of or injury to

the Property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply such moneys received by it to any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

2. Late Payment. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. Release and Subordination. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Reconveyance. Upon written request of Beneficiary stating that all sums secured hereby have been paid, upon surrender of this Deed of Trust and the Note to Trustee for cancellation, and upon payment of its fees, Trustee shall reconvey, without warranty, the Property. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof.

5. Rents, Issues, and Profits. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power, and authority, during the continuance of these Trusts, to collect the rents, issues, and profits of the Property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues, and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or be a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said

property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Trustor provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail return receipt requested addressed to Trustor at Las Palmas Development Partners, 26 O'Farrell Street, Suite 506, San Francisco, CA 94108, or at such other address as Trustor may designate by notice to Beneficiary as provided herein, and (b) any notice to Beneficiary shall be given by certified mail return receipt requested to Beneficiary's address stated herein or to such other address as Beneficiary may designate by notice to Trustor as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Trustor or Beneficiary when given in the manner designated herein two (2) days after deposit into the United States Mail, or on the date when personally served on the Trustors or Beneficiary.

7. Due On Sale without the consent of Beneficiary. If the Property, any part of it, or interest in it is sold, or if Trustor agrees to sell, convey, or alienate said property, by operation of law or otherwise in violation of the transfer provisions of the Loan Agreement, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, at the option of the holder thereof and without demand shall immediately become due and payable.

8. Powers of Sale. Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, after the expiration of applicable notice and cure periods, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary may employ counsel to enforce payment of the obligations secured hereby, and shall execute or cause the Trustee to execute a written notice of such default and of its election to cause to be sold the Property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the Recorder of each county wherein the Property or some part thereof is situated.

Prior to publication of the notice of sale, Beneficiary shall deliver to Trustee this Deed of Trust and the Note or other evidence of indebtedness which is secured hereby, together with a written request for the Trustee to proceed with a sale of the property described herein, pursuant to the provisions of law and this Deed of Trust.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed after recordation of such notice of default, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time and place fixed by the preceding postponement. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees, and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable attorneys' fees in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at seven percent (7%) per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

9. Trustor's Right to Reinstate. Notwithstanding Beneficiary's acceleration of the sums secured by this Deed of Trust due to Trustor's breach, Trustor shall have the right to have any proceedings begun by Beneficiary to enforce this Deed of Trust discontinued at any time prior to five days before sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Trustor pays Beneficiary all sums which would be then due under this Deed of Trust if the Note had no acceleration provision; (b) Trustor cures all breaches of any other covenants or agreements of Trustor contained in this Deed of Trust; (c) Trustor pays all reasonable expenses incurred by Beneficiary and Trustee in enforcing the covenants and agreements of Trustor contained in this Deed of Trust, and in enforcing Beneficiary's and Trustee's remedies as provided herein, including, but not limited to, reasonable attorney's fees; and (d) Trustor takes such action as Beneficiary may reasonably require to assure that the lien of this Deed of Trust, Beneficiary's interest in the Property and Trustor's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Trustor, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

10. Indemnification for Relocation Costs. Trustor shall indemnify, defend, and hold harmless the Beneficiary, the City of San Leandro, and the Redevelopment Agency of the City of San Leandro, its officer, employees, agents, and assigns, from and against any and all claims or actions for money or damages for relocation assistance benefits, which may arise by reason of Article 9 of Chapter 4 of Division 24 of the Health and Safety Code of the State of California, or by reason of Chapter 16 of Division 7 of Title I of the Government Code of the State of California, or by reason of the federal act entitled "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970" (Public Law 91-646), as amended, or by reason of any law or regulation of the United States of America or the State of California, made by persons, businesses or entities who have or may have resided or operated on the Property.

11. Request for Notices. Trustor requests that copies of the notice of default and notice of sale be sent to Trustor's address which is 26 O'Farrell Street, Suite 506, San Francisco, CA 94108. Beneficiary requests that copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust be sent to Beneficiary's address, as set forth on page one of this Deed of Trust, as provided by Section 2924(b) of the Civil Code of California.

12. Statement of Obligation. Beneficiary may collect a fee not to exceed $50 for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

13. Utilization of Property. Trustor agrees that the property subject to this Deed of Trust shall be utilized by Trustor for residential housing and failure to so utilize constitutes a default under the Deed of Trust and the Note.

14. Successors and Assigns. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term Beneficiary shall mean the holder and owner of the Note secured hereby; or, if the Note has been pledged, the pledgee thereof. In this deed of Trust, whenever the context so requires, the singular number includes the plural.

15. Other Sales, Actions, or Proceedings. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

16. Substitution of Trustee. Beneficiary may from time to time or at any time substitute a Trustee or Trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the Property is situated, it shall be conclusive evidence of the appointment of such Trustee or Trustees, and such new Trustee or Trustees shall succeed to all of the powers and duties of the Trustee or Trustees named herein.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust.

Trustor

J M Buckley

LAS PALMAS DEVELOPMENT PARTNERS
A California Limited Partnership
By: James M. Buckley

LMR:kag
J:\WPD\MNRSW\136\001\AGREE\1999\CDBG\Citizens Deed of Trust.ded

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

On December 9, 1999 before me, Neusa R. Pollard,
Date — Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared — James M. Buckley —,
Name(s) of Signer(s)

☒ personally known to me – **OR** – ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

THE GREAT SEAL OF THE STATE OF CALIFORNIA EUREKA
NEUSA R. POLLARD
COMM. #1197648
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Comm. Expires Oct. 3, 2002
TGJ1

WITNESS my hand and official seal.

N Pollard Neusa R Pollard
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: ______________________

Document Date: ______________________ Number of Pages: __________

Signer(s) Other Than Named Above: ______________________

Capacity(ies) Claimed by Signer(s)

Signer's Name: ______________________

☐ Individual
☐ Corporate Officer
Title(s): ______________________
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: ______________________

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: ______________________

Signer's Name: ______________________

☐ Individual
☐ Corporate Officer
Title(s): ______________________
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: ______________________

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: ______________________

EXHIBIT "ONE"

Parcel One:

Portion of the 6.12 acre parcel of land described in the Deed from Robert King and wife, to Benedetto Oberti, dated March 19, 1932, and recorded March 22, 1932 in Book 2790, Page 171, of Official Records of Alameda County, Recorder's Series (CC/14931, bounded as follows:

Beginning at the Southern extremity of the curve with a radius of 20 feet which connects the Western line of Tropic Court with the Southern line of Lewelling Boulevard, as described in that certain Grant from Harry Kroll, et al, to the City of San Leandro, dated June 30, 1958 and recorded July 29, 1958, in Book 8737, Page 383, of said Official Records, Recorder's Series No. AP/74915, and running thence along said line of Tropic Court the four following courses and distances; South 0° 18' East 215.60 feet, Southerly, on the arc of a tangent curve to the right with a radius of 20 feet, a distance of 7.36 feet; South 20° 46' 15" West, tangent to the last mentioned arc, 25.00 feet, and Southerly, on the arc of a tangent curve to the left with a radius of 40 feet, through a central angle of 39° 30' 21"; a distance of 27.56 feet to a point on the General Southern boundary line of the parcel of land described as Parcel 1 in the Deed from Harry Kroll, et al, to Tropic Properties, Inc., a California Corporation, dated March 31, 1959, and recorded April 13, 1959 in Book 8991, Page 563, of said Official Records, Recorder's Series No. AO/42332, the last determined point being the actual point of beginning; running thence along said General Southern boundary line the five following courses and distances; South 71° 15' 54" West 7.43 feet; South 0° 18' East 5.00 feet; South 89° 42' West 36.00 feet; South 0° 18' East 38.00 feet, and South 89° 42' West 101.49 feet to the Western line of said 6.12 acre parcel of land; thence South 0° 18' East along the last mentioned line 322.18 feet to the center line of San Lorenzo Creek; thence along said center line South 67° 23' East 183.07 feet and East 13.87 feet to a line drawn parallel with said Western line of said 6.12 acre parcel and distant 182.49 feet Easterly therefrom; measured at a right angle thereto; thence North 0° 18' West, along said parallel line, 411.54 feet to a point on the Southern line of said Tropic Court, at which point the center of the above-mentioned curve with a radius of 40 feet bears North 0° 18' West 40.00 feet distant; thence Westerly and Northwesterly on the arc of said curve, to the right, through a central angle of 71° 33' 54", a distance of 49.96 feet to the actual point of commencement.

Parcel Two:

Portion of the 6.12 acre parcel of land described in the Deed from Robert King and wife, to Benedetto Oberti, dated March 19, 1932, and recorded March 22, 1932, in Book 2790, Page 171 of Official Records of Alameda County, Recorder's Series CC/14931, bounded as follows:

Beginning at the Southern extremity of the curve with a radius of 20 feet which connects the Western line of Tropic Court with the Southern line of Lewelling Boulevard, as described in that certain Grant from Harry Kroll, et al, to the City of San Leandro, dated June 30, 1958 and recorded July 29, 1958, in Book 8737, Page 383 of said Official Records, Recorder's Series No. AP/74915, and running thence along said line of Tropic Court the four following courses and distances; South 0° 18' East 215.60 feet, Southerly, on the arc of a tangent curve to the right with a radius of 20 feet, a distance of 7.36 feet; South 20° 46' 15" West, tangent to the last mentioned arc 25.00 feet and Southerly, Southeasterly and Easterly on the arc of a tangent curve to the left with a radius of 40 feet, through a central angle of 111° 04' 15" a distance of 77.54 feet to a point on a line drawn parallel with the Western line of said 6.12 acre parcel of land and distant 182.49 feet Easterly therefrom, measured at right angle thereto, the last determined point being the actual point of commencement; running thence South 0° 18' East 411.54 feet to the center line of San Lorenzo Creek; thence along said center line East 115.49 feet and South 66° 26' East 73.26 feet to the Eastern line of said 6.12 acre parcel; thence North 0° 18' West, along the last mentioned line, 423.78 feet to the

General Southern boundary line of the parcel of land described as Parcel 1 in the Deed of Trust made by Tropic Properties, Inc., a corporation, to W. O. Watson, Trustee, for American National Insurance Company, a corporation, dated May 5, 1959 and recorded May 5, 1959, in Book 9015, Page 471 of said Official Records, Recorder's Series No. AQ/52445; thence along said General Southern boundary line the five following courses and distances; South 89° 42' West 101.49 feet; North 0° 18' West 38.00 feet; South 89° 42' West 36.00 feet; North 0° 18' West 5.00 feet and North 71° 51' 54" West 7.43 feet to a point on the Eastern line of said Tropic Court, at which point the center of said curve with a radius of 40 feet bears North 71° 51' 54" West 40.00 feet distant; thence along the line of Tropic Court Southerly, Southwesterly and Westerly, on the arc of said curve with a radius of 40 feet, to the right, through a central angle of 71° 33' 54" a distance of 49.96 feet to the actual point of commencement.

Assessors Parcel No: 412-0006-006-01 and 412-0006-006-02

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

City of San Leandro

By: ___________________________

Its: ___________________________

ACKNOWLEDGMENT

State of California)
) ss.
County of Alameda)

On__________________________ before me, a Notary Public, personally appeared_______________________, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(is), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

____
NOTARY PUBLIC

Loan Policy of Title Insurance

Fidelity National Title Insurance Company
A Stock Company

Policy Number
27-042-92 1275000

LOAN POLICY OF TITLE INSURANCE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIDELITY NATIONAL 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;*
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;*
7. *Lack of priority of the lien of the insured mortgage over any statutory lien for services, labor or material:*
   - *(a) arising from an improvement or work related to the land which is contracted for or commenced prior to Date of Policy; or*
   - *(b) arising from an improvement or work related to the land which is contracted for or commenced subsequent to Date of Policy and which is financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance;*
8. *Any assessments for street improvements under construction or completed at Date of Policy, which now have gained or hereafter may gain priority over the lien of the insured mortgage;*
9. *The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A 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, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

Fidelity National Title Insurance Company

FIDELITY NATIONAL TITLE INSURANCE COMPANY CORPORATE SEAL

By: [signature]
President

Attest: M'Oiss Jones Kane
Secretary

Countersigned [signature]
Authorized Signature

Form 27-042-92 (Reprinted 12/98)

ALTA Loan Policy (10-17-92)
With ALTA Endorsement Form 1 Coverage

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 and 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) 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 (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.

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 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 statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.

7. Any claim which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:

(i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or

(ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or

(iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:

(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A. 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) "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.

(d) "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.

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

(f) "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. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "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. The coverage of this policy shall continue in force as of Date of Policy in favor of (i) an insured 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. 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 the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

(c) Amount of Insurance. The amount of insurance after the acquisition or after the conveyance 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 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

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 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 the 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.

CO[illegible] ND STIPULATIONS - (Continued and Concluded on Last Page [illegible] y)

4. DEFENSE AND PROSECUTION OF AC DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the 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 an 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 the 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 the 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 the 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, the 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 the insured for this purpose. Whenever requested by the Company, the 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 the insured to furnish the required cooperation, the Company's obligations to the 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 the 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 the insured claimant to provide the required proof of loss or damage, the Company's obligations to the 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, the 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 the 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 the 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 the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to 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) 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 assign, and convey the indebtedness and the insured mortgage, together collateral security, to the Company upon payment therefor.

Upon the exercise by the Company of either of the options provided for in paragraphs a (i) or (ii), all liability and obligations to the insured under this policy, other than to make the payment required in those paragraphs, 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.

(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 (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 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 theron; 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 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 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 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 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 the insurance pro tanto. However, 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 the insurance afforded under this policy 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 except as provided in Section 2(a) of these Conditions and Stipulations.

10. LIABILITY NONCUMULATIVE

If the insured acquires title to the estate or interest in satisfaction of the indebtedness secured by the insured mortgage, or any part thereof, 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.

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 to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

(b) The Insured's Rights and Limitations.

Notwithstanding the foregoing, the owner of the indebtedness secured by the 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 the 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 the 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 this 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:

Fidelity National Title Insurance Company
National Claims Administration:
17911 Von Karman Avenue, Suite 300
Irvine, CA 92614-6253

Fidelity National Title Insurance Company
17911 Von Karman Avenue, Suite 300
Irvine, CA 92614-6253

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A

Order Number: 604549

Policy No.:	27-042-92 1275000
Amount of Insurance:	$ 750,000.00
Premium:	$ 200.00

Date of Policy: December 14, 1999 at 12:05 p.m.

1. Name of Insured:

   The City of San Leandro, a public agency

2. The estate or interest in the land which is encumbered by the insured mortgage is:

   A Fee

3. Title to the estate or interest in the land is vested in:

   Las Palmas Development Partners, a California Limited Partnership

4. The insured mortgage and assignments thereof, if any, are described as follows.

   A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby

Amount:	$750,000.00
Dated:	December 9, 1999
Trustor:	Las Palmas Development Partners, a California Limited Partnership
Trustee:	The City of San Leandro
Beneficiary:	The City of San Leandro, a public agency
Loan No.:	None shown
Recorded:	December 14, 1999, Instrument No. 99-444481, (Exhibit "H") of Official Records

5. The land referred to in this policy is situated in the City of San Leandro, County of Alameda, State of California, and is described as follows:

   SEE EXHIBIT "ONE" ATTACHED HERETO AND MADE A PART HEREOF

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

EXHIBIT "ONE"

Parcel One:

Portion of the 6.12 acre parcel of land described in the Deed from Robert King and wife, to Benedetto Oberti, dated March 19, 1932, and recorded March 22, 1932 in Book 2790, Page 171, of Official Records of Alameda County, Recorder's Series (CC/14931, bounded as follows:

Beginning at the Southern extremity of the curve with a radius of 20 feet which connects the Western line of Tropic Court with the Southern line of Lewelling Boulevard, as described in that certain Grant from Harry Kroll, et al, to the City of San Leandro, dated June 30, 1958 and recorded July 29, 1958, in Book 8737, Page 383, of said Official Records, Recorder's Series No. AP/74915, and running thence along said line of Tropic Court the four following courses and distances; South 0° 18′ East 215.60 feet, Southerly, on the arc of a tangent curve to the right with a radius of 20 feet, a distance of 7.36 feet; South 20° 46′ 15" West, tangent to the last mentioned arc, 25.00 feet, and Southerly, on the arc of a tangent curve to the left with a radius of 40 feet, through a central angle of 39° 30′ 21"; a distance of 27.56 feet to a point on the General Southern boundary line of the parcel of land described as Parcel 1 in the Deed from Harry Kroll, et al, to Tropic Properties, Inc., a California Corporation, dated March 31, 1959, and recorded April 13, 1959 in Book 8991, Page 563, of said Official Records, Recorder's Series No. AO/42332, the last determined point being the actual point of beginning; running thence along said General Southern boundary line the five following courses and distances; South 71° 15′ 54" West 7.43 feet; South 0° 18′ East 5.00 feet; South 89° 42′ West 36.00 feet; South 0° 18′ East 38.00 feet, and South 89° 42′ West 101.49 feet to the Western line of said 6.12 acre parcel of land; thence South 0° 18′ East along the last mentioned line 322.18 feet to the center line of San Lorenzo Creek; thence along said center line South 67° 23′ East 183.07 feet and East 13.87 feet to a line drawn parallel with said Western line of said 6.12 acre parcel and distant 182.49 feet Easterly therefrom; measured at a right angle thereto; thence North 0° 18′ West, along said parallel line, 411.54 feet to a point on the Southern line of said Tropic Court, at which point the center of the above-mentioned curve with a radius of 40 feet bears North 0° 18′ West 40.00 feet distant; thence Westerly and Northwesterly on the arc of said curve, to the right, through a central angle of 71° 33′ 54", a distance of 49.96 feet to the actual point of commencement.

Parcel Two:

Portion of the 6.12 acre parcel of land described in the Deed from Robert King and wife, to Benedetto Oberti, dated March 19, 1932, and recorded March 22, 1932, in Book 2790, Page 171 of Official Records of Alameda County, Recorder's Series CC/14931, bounded as follows:

Beginning at the Southern extremity of the curve with a radius of 20 feet which connects the Western line of Tropic Court with the Southern line of Lewelling Boulevard, as described in that certain Grant from Harry Kroll, et al, to the City of San Leandro, dated June 30, 1958 and recorded July 29, 1958, in Book 8737, Page 383 of said Official Records, Recorder's Series No. AP/74915, and running thence along said line of Tropic Court the four following courses and distances; South 0° 18′ East 215.60 feet, Southerly, on the arc of a tangent curve to the right with a radius of 20 feet, a distance of 7.36 feet; South 20° 46′ 15" West, tangent to the last mentioned arc 25.00 feet and Southerly, Southeasterly and Easterly on the arc of a tangent curve to the left with a radius of 40 feet, through a central angle of 111° 04′ 15" a distance of 77.54 feet to a point on a line drawn parallel with the Western line of said 6.12 acre parcel of land and distant 182.49 feet Easterly therefrom, measured at right angle thereto, the last determined point being the actual point of commencement; running thence South 0° 18′ East 411.54 feet to the center line of San Lorenzo Creek; thence along said center line

East 115.49 feet and South 66° 26′ East 73.26 feet to the Eastern line of said 6.12 acre parcel; thence North 0° 18′ West, along the last mentioned line, 423.78 feet to the General Southern boundary line of the parcel of land described as Parcel 1 in the Deed of Trust made by Tropic Properties, Inc., a corporation, to W. O. Watson, Trustee, for American National Insurance Company, a corporation, dated May 5, 1959 and recorded May 5, 1959, in Book 9015, Page 471 of said Official Records, Recorder's Series No. AQ/52445; thence along said General Southern boundary line the five following courses and distances; South 89° 42′ West 101.49 feet; North 0° 18′ West 38.00 feet; South 89° 42′ West 36.00 feet; North 0° 18′ West 5.00 feet and North 71° 51′ 54" West 7.43 feet to a point on the Eastern line of said Tropic Court, at which point the center of said curve with a radius of 40 feet bears North 71° 51′ 54" West 40.00 feet distant; thence along the line of Tropic Court Southerly, Southwesterly and Westerly, on the arc of said curve with a radius of 40 feet, to the right, through a central angle of 71° 33′ 54" a distance of 49.96 feet to the actual point of commencement.

Assessors Parcel No: 412-0006-006-01 and 412-0006-006-02

SCHEDULE B

EXCEPTIONS FROM COVERAGE

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

PART I

1. **Property taxes**, including any personal property taxes and any assessments collected with taxes, for the fiscal year 1999-2000, Assessor's Parcel Number 412-0006-006-01.

Code Area Number:	10-031
1st Installment:	$11,000.24 paid
2nd Installment:	$11,000.24 open
Land:	$528,611.00
Improvements:	$834,401.00
Exemption:	$0.00
Personal Property:	$9,400.00
Tracer No.:	271358-00

Affects Parcel One.

2. **Property taxes**, including any personal property taxes and any assessments collected with taxes, for the fiscal year 1999-2000, Assessor's Parcel Number 412-0006-006-02.

Code Area Number:	10-031
1st Installment:	$11,078.50 paid
2nd Installment:	$11,078.50 open
Land:	$528,611.00
Improvements:	$835,884.00
Exemption:	$0.00
Personal Property:	$18,080.00
Tracer No.:	271359-00

Affects Parcel Two.

3. **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.

4. **Any adverse claim** based upon the assertion that:

   a. Some portion of said land has been created by artificial means, or has accreted to such portion so created.

   b. Some portion of said land has been brought within the boundaries thereof by an avulsive movement of San Lorenzo Creek, or has been formed by accretion to any such portion.

5. **Any facts, rights, interests, or claims** which may exist or arise by reason of the following facts disclosed by survey, Job No. 991102, dated November 30, 1999 prepared by Triple E Engineering & Surveying Company:

   A. The back of side walk encroaches 0.0' to 1.4' along Tropic Court Cul-De-Sac.

   B. The fact that there is a chain link fence bordering the northerly line of the flood control channel for San Lorenzo Creek and the Alameda County Flood Control and Water District is using the land between said fence and the center line of San Lorenzo Creek (the southerly line of said land) as a concrete flood control structure.

6. **A deed of trust** to secure an indebtedness in the amount shown below, and any other obligations secured thereby

Amount:	$3,562,000.00
Dated:	December 10, 1999 ✓
Trustor:	Las Palmas Development Partners, a California Limited Partnership
Trustee:	U.S. Bank Trust Company, National Association
Beneficiary:	U.S. Bank National Association
Loan No.:	None shown
Recorded:	December 14, 1999, Instrument No. 99-444479, of Official Records

7. **An assignment** of all the moneys due, or to become due, as rental, as additional security for the obligations secured by deed of trust shown as item no. 6.

Assigned to:	U.S. Bank National Association
by Assignment	
Recorded:	December 14, 1999, Instrument/File No. 99-444480, of Official Records

8. **Matters** contained in that certain document entitled "Loan Agreement for the use of Home Funds" dated December 6, 1999, executed by and between The City of San Leandro, a municipal corporation and Citizens Housing Corporation, a California nonprofit public benefit corporation recorded December 14, 1999, Instrument No. 99-444482, of Official Records, which document, among other things, contains or provides for: As therein provided.

   Reference is hereby made to said document for full particulars.

An agreement which states that this instrument was subordinated to the document or interest shown as Item No. 6,

By agreement
Recorded: December 14, 1999, Instrument No. 99-444482, of Official Records

SCHEDULE B

PART II

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that these matters are subordinate to the lien or charge of the insured mortgage upon the estate or interest:

NONE

Order No.: 604549

ENDORSEMENT
Attached to Policy No. 27-042-92 1275000
Issued By
Fidelity National Title Insurance Company

The Company hereby insures the owner of the indebtedness secured by the insured mortgage against loss or damage which the insured shall sustain by reason of:

1. The existence of any of the following:

   (a) Covenants, conditions or restrictions under which the interest of the insured can be cut off, subordinated, or otherwise impaired;

   (b) Present violations on the land of any enforceable covenants, conditions or restrictions;

   (c) Except as shown in Schedule B, encroachments of buildings, structures or improvements located on the land onto adjoining lands, or any encroachments onto the land of buildings, structures or improvements located on adjoining lands.

2. (a) Any future violations on the land of any covenants, conditions or restrictions occurring prior to acquisition of title to the estate or interest referred to in Schedule A by the insured, provided such violations result in impairment or loss of the interest of the inssured, or result in impairment or loss of the title to the estate or interest referred to in Schedule A.

   (b) Unmarketability of the title to the estate or interest referred to in Schedule A by reason of any violations on the land, occurring prior to acquisition of title to the estate or interest referred to in Schedule A by the insured, of any covenants, conditions or restrictions.

3. Damage to existing improvements, including lawns, shrubbery or trees

   (a) Which are located or encroach upon that portion of the land subject to any easement shown in Schedule B, which damage results from the exercise of the right to use or maintain such easement for the purposes for which the same was granted or reserved;

CLTA Form 100 (Rev. 6-14-96)
ALTA - Lender

(b) Resulting from the exercise of any right to use the surface of the land for the extraction or development of the minerals excepted from the description of the land or shown as a reservation in Schedule B.

4. Any final court order or judgment requiring removal from any land adjoining the land of any encroachment shown in Schedule B.

Wherever in this endorsement any or all the words "covenants", "conditions" or "restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, and conditions or restrictions contained in any lease.

For purposes of this endorsement, the words "covenants," "conditions" or "restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection, except to the extent that a notice of a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy and is not excepted in Schedule B.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Dated: December 14, 1999

Fidelity National Title
INSURANCE COMPANY

Countersigned

CLTA Form 100 (Rev. 6-14-96)
ALTA - Lender

Order No.: 604549

ENDORSEMENT
Attached to Policy No. 27-042-92 1275000
Issued by
Fidelity National Title Insurance Company

The Company hereby insures the insured against loss or damage which the insured shall sustain by reason of the failure of the land to abut upon a physically open street known as Tropic Court.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Dated: December 14, 1999

Fidelity National Title
INSURANCE COMPANY

Countersigned

CLTA Form 103.7 (Rev. 6-14-96)
ALTA or CLTA - Owner or Lender

Order No.: 604549

ENDORSEMENT
Attached to Policy No. 27-042-92 1275000
Issued by
Fidelity National Title Insurance Company

The Company hereby insures the owner of the indebtedness secured by the insured mortgage against loss or damage which the insured shall sustain by reason of the failure of (i) a Multiple Family Dwelling known as 15370 & 15375 Tropic Court, San Leandro, California, to be located on the land at Date of Policy, and (ii) the map attached to this policy to correctly show the location and dimensions of the land according to the public records.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Dated: December 14, 1999

Fidelity National Title
INSURANCE COMPANY

Countersigned

CLTA Form 116 (Rev. 6-14-96)
ALTA - Lender

Order No.: 604549

ENDORSEMENT
Attached to Policy No. 27-042-92 1275000
Issued by
Fidelity National Title Insurance Company

The Company hereby insures the insured against loss or damage which the insured shall sustain by reason of the failure of the land to be the same as that delineated on the plat of a survey made by Triple E Engineering & Surveying Co. on November 30, 1999, designated Job No. 991102, a copy of which is attached hereto and made a part hereof.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Dated: December 14, 1999

Fidelity National Title
INSURANCE COMPANY

Countersigned

CLTA Form 116.1 (Rev. 6-14-96)
ALTA or CLTA - Owner

Order No.: 604549

ENDORSEMENT
Attached to Policy No. 27-042-92 1275000
Issued by
Fidelity National Title Insurance Company

The Company hereby insures the insured against loss or damage which the insured shall sustain by reason of the failure of the land described in Schedule A to be contiguous to Itself.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Dated: December 14, 1999

Fidelity National Title
INSURANCE COMPANY

Countersigned

CLTA Form 116.4 (Rev. 6-14-96)
ALTA or CLTA - Owner or Lender

Order No.: 604549

ENDORSEMENT
Attached to Policy No. 27-042-92 1275000
Issued by
Fidelity National Title Insurance Company

The Company hereby insures the insured against loss or damage which the insured shall sustain by reason of the failure of the land described as Parcel 1&2 in Schedule A to constitute a lawfully created parcel according to the Subdivision Map Act (Section 66410, et seq., of the California Government Code) and local ordinances adopted pursuant thereto.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Dated: December 14, 1999

Fidelity National Title
INSURANCE COMPANY

Countersigned

CLTA Form 116.7 (Rev. 6-14-96)
ALTA or CLTA - Owner or Lender

ENDORSEMENT

Attached to Policy No. 27-042-92 1275000
Issued by
FIDELITY NATIONAL TITLE INSURANCE COMPANY

FILE NO. 604549

The Company hereby assures U.S. Bank, National Association that, notwithstanding the provisions in the policy to the contrary, in the event of loss or damage insured against under the terms of the policy, the Company will not deny its coverage or liability thereunder to U.S. Bank, National Association on the ground that U.S. Bank, National Association had knowledge of any matter solely by reason of notice thereof imputed to it through a Partner of Las Palmas Development Partners, a California Limited Partnership, by operation of law.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsement thereto. Except to the extent expressly stated. it neither modifies any of the terms and provisions of the policy and any prior endorsements. nor does it extend the effective date of the policy and any prior endorsements nor does it increase the face amount thereof.

Dated: December 14, 1999

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Countersigned:______________________________
Authorized Signature

Non-Imputation
ALTA or CLTA
Owner or Lender

ENDORSEMENT

Attached to Policy No. 27-042-92 1275000
Issued by
FIDELITY NATIONAL TITLE INSURANCE COMPANY

FILE NO. 604549

The Company hereby insures the insured that, notwithstanding anything to the contrary contained in this policy, in the event of loss or damage insured against under the terms this policy, the Company shall not deny liability under this policy to the insured on the ground that on or after the effective date of this policy a dissolution or termination of the insured partnership has occurred or a new partnership has been formed solely by reason of (a) any one or more transfers of the partnership interests of any one or more of the partners of the insured partnership, or (b) the admission, substitution or withdrawal of any one or more partners, or (c) a change in any partner's interest in the capital or profits of, or as a limited or general partner in, the insured partnership; provided that (x) under the terms of the partnership agreement of the insured partnership (as the same may be amended and restated), the business of the insured partnership continues after such event, and (y) at all times after such event, at lease one of the entities that is a general partner of the insured on the effective date of this policy remains a general partner of the insured. Each of the events described in clauses (a)-(c) above that satisfies the conditions set forth in clauses (x) and (y) above is hereinafter referred to as a "Permitted Transfer."

The Company hereby agrees that it shall be and remain liable to the named insured or any successor of the named insured after any such Permitted Transfer, in accordance with all of the terms and provisions of this policy, notwithstanding any such Permitted Transfer. The benefits of the insurance coverage provided for herein shall be limited to the date of the policy and, except as provided herein, shall be subject to the Exclusions from Coverage, the Schedules and the Conditions and stipulations of the Policy (except as the same have been or may be modified by the Company), and any rights or other defenses the Company would have had against the named insured or its constituent partners before or after any Permitted Transfer.

This Endorsement is made a part of the policy. It is subject to all the terms of the policy and prior endorsements. Except as expressly stated on this endorsement, the terms, dates and amount of the commitment or policy and prior endorsements are not changed.

Dated: December 14, 1999

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Countersigned: ______________________
Authorized Signature

ENDORSEMENT

Attached to Policy No. 27-042-92 1275000
Issued by
FIDELITY NATIONAL TITLE INSURANCE COMPANY

FILE NO. 604549

The Company hereby insures the insured against loss which the insured shall sustain as a result of any final court order or judgment requiring removal of any improvement which exists as of the date of this policy, as a result of any "adverse claim" in connection with exception number 4 of Schedule B.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Dated: December 14, 1999

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Countersigned: ______________________
Authorized Signature

Accretion/Avulsion
ALTA or CLTA
Owner or Lender

ENDORSEMENT
Attached to Policy No. 27-042-92 1275000
Issued by
Fidelity National Title Insurance Company

1. The Company insures the Insured against loss or damage sustained by reason of any incorrectness in the assurance that, at Date of Policy:

   (a) According to applicable zoning ordinances and amendments thereto, the land is not classified Zone RM-1800.

   (b) The following use or uses are not allowed under that classification: Residential Multi-Family Dwelling, 24 units per acre.
   and there shall be no liability under this paragaraph 1 (b) if the use or uses are not allowed as the result of any lack of compliance with any conditions, restrictions, or requirements contained in the zoning ordinances and amendments thereto mentioned above, including but not limited to the securing of necessary consents or authorizations as a prerequisite to the use or uses.

2. The Company further insures against loss or damage arising from a final decree of a court of competent jurisdiction

   (a) prohibiting the use of the land, with any structure presently located thereon, as specified in paragraph 1(b) above; or

   (b) requiring the removal or alteration of said structure on the basis that, at Date of Policy, the ordinances and amendments thereto have been violated with respect to any of the following matters:

      (i) Area, width or depth of the land as a building site for the structure;

      (ii) Floor space area of the structure;

      (iii) Setback of the structure from the property lines of the land; or

      (iv) Height of the structure.

      (v) Number of parking spaces.

There shall be no liability under this endorsement based on the invalidity of the ordinances and amendments thereto mentioned above until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses.

CLTA Form 123.2 (Rev. 3-13-87)
(ALTA Endorsement Form 3.1 (6-1-87))
Zoning - Completed Structure

Loss or damage he matters insured against by this rsement shall not include loss of damage sustaine ıcurred by reason of the refusal o erson to purchase, lease or lend money on the estate or interest covered by this policy.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Dated: December 14, 1999

Fidelity National Title
INSURANCE COMPANY

Countersigned

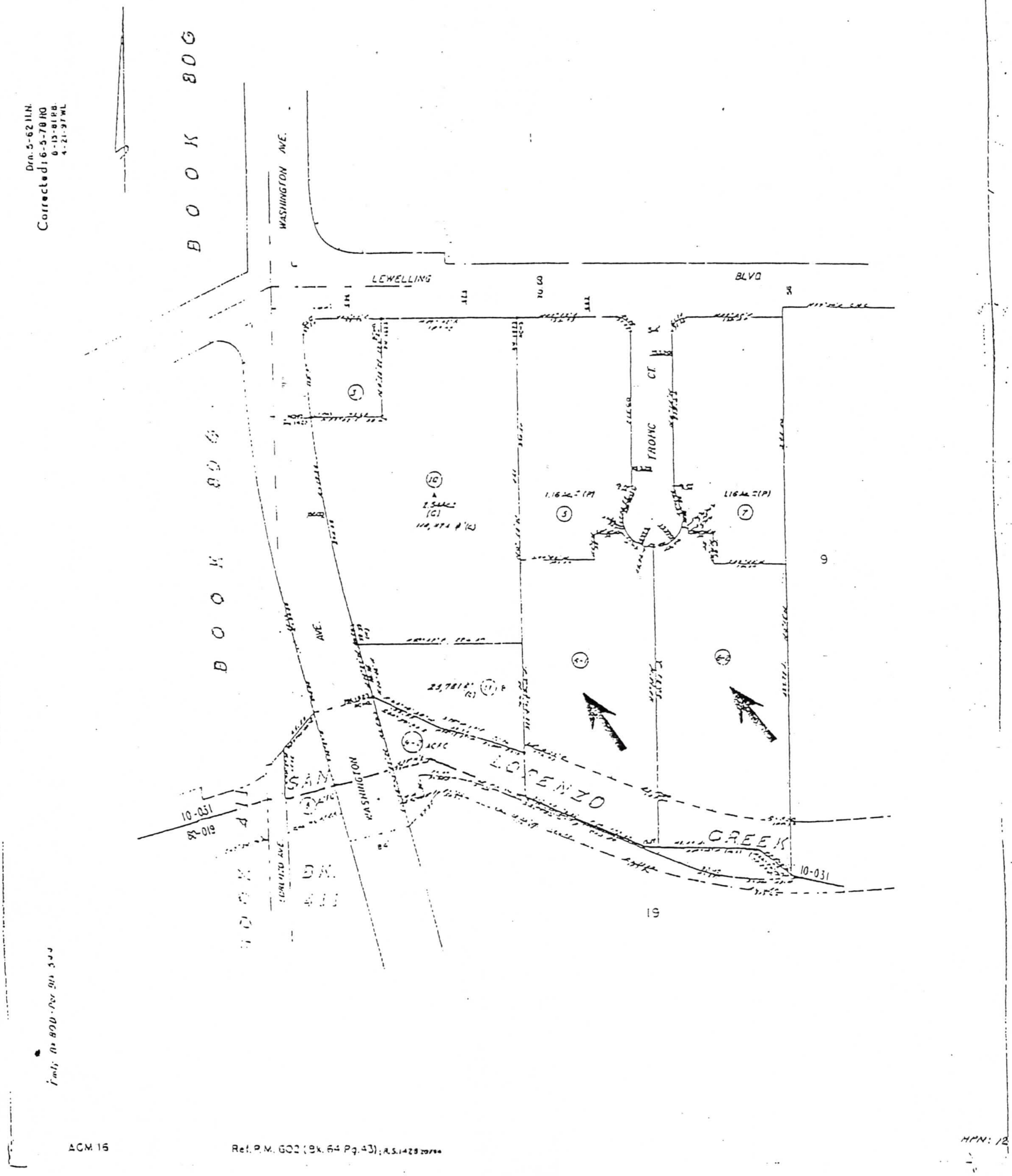
CLTA Form 123.2 (3-13-87)
(ALTA Endorsement Form 3.1 (6-1-87))
Zoning - Completed Structure

ASSESSOR'S MAP 412

Code Area Nos. 10-031
80-019

6 Scale: 1" = 100'

Rancho San Leandro (J.J. Estudillo) (Bk. Pat. "A" Pg. 116)
P.M. 1823 (Bk. 91 Pg. 16)



ACM 16

Ref. P.M. 602 (Bk. 64 Pg. 43); R.S. 1429

APN: 12