

PLACER TITLE 300665 (2)
Recorded at the request of:
GRANTEE

CITY OF SAN LEANDRO

NOV 05 1992

When recorded, return to:

CITY CLERK'S OFFICE

92319224

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

Documentary Transfer Tax:
EXEMPT

RECORDED IN OFFICIAL RECORDS
OF ALAMEDA COUNTY, CALIF
PATRICK O'CONNELL, County Recorder

OCT - 1 1992

AM 7 8 9 10 11 12 1 2 3 4 5 6 PM

City of San Leandro

APN: 77B-855-7-3

GRANT DEED

SIMMONS COMPANY, a Delaware Corporation, does hereby GRANT to the CITY OF SAN LEANDRO, a municipal corporation, all that certain real property situated in the City of San Leandro, County of Alameda, State of California, described as follows:

FOR DESCRIPTION, SEE EXHIBIT "A" ATTACHED HERETO

It is understood that the present intention of the City of San Leandro is to construct and maintain a public highway on the lands hereinabove described.

Dated this 22ND day of July, 1992.

IN WITNESS WHEREOF, GRANTOR has duly executed this document.

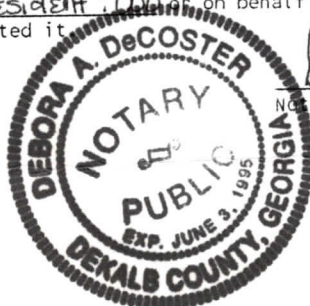
SIMMONS COMPANY, a Delaware Corporation

By: [Signature]
Title: Vice President - International

By: [Signature]
Title: President & COO

State of ~~California~~ Georgia)
County of ~~Alameda~~ DeKalb) ss.

On this 22ND day of July, 1992, before me, the undersigned Notary Public, personally appeared John D. Peterken and Harrison B. Smith personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who executed the within instrument as V.P. - International and President - COO on behalf of the corporation therein named and acknowledged to me that the corporation executed it.



Debora A. DeCoster
Notary Public



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92319224

APN: 77B-855-7-3

This is to certify that the interest in real property conveyed by Deed or Grant,
dated JULY 22, 1992, from SIMMONS COMPANY, a Delaware Corporation

to the City of San Leandro, a municipal corporation, is hereby accepted on behalf
of the City Council of the City of San Leandro, pursuant to authority conferred
by Resolution No. 89-91, adopted by the City Council of the City of San Leandro
on May 15, 1989, and the grantee consents to recordation thereof by its duly
authorized officer.





Alice Calvert, City Clerk of the
City of San Leandro

PTC# 300665

12/18/90

92 1224

1099-05-32

EXHIBIT "A"

REAL PROPERTY IN THE CITY OF SAN LEANDRO, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, A PORTION OF PARCEL 15 AS SHOWN ON PARCEL MAP 379, RECORDED IN BOOK 58 OF PARCEL MAPS AT PAGE 80 IN THE OFFICIAL RECORDS OF SAID COUNTY.

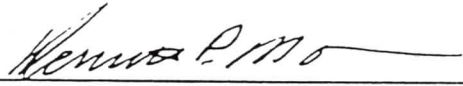
PARCEL ONE

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF FAIRWAY DRIVE WITH THE EASTERLY LINE OF MILLER STREET AT THE NORTHEASTERLY TERMINUS OF A CURVE WITH A RADIUS OF 30.00 FEET; THENCE ALONG SAID LINE OF FAIRWAY DRIVE, N63°19'09"E 564.45 FEET; THENCE ALONG THE SAID LINE A CURVE TO THE RIGHT, WITH A RADIUS OF 75.00 FEET THROUGH A CENTRAL ANGLE OF 45°34'23" AN ARC DISTANCE OF 59.65 FEET; THENCE ALONG THE SAID LINE A CURVE TO THE LEFT, WITH A RADIUS OF 75.00 FEET THROUGH A CENTRAL ANGLE OF 06°29'37" AN ARC DISTANCE OF 8.50 FEET; THENCE LEAVING SAID DRIVE FROM A TANGENT THAT BEARS N79°27'09"W A CURVE TO THE LEFT WITH A RADIUS OF 70 FEET THROUGH A CENTRAL ANGLE OF 37°14'05" AN ARC DISTANCE OF 45.49 FEET; THENCE S63°18'46"W 359.66 FEET; THENCE S61°08'50"W 151.62 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 70.00 FEET THROUGH A CENTRAL ANGLE OF 28°44'17" AN ARC DISTANCE OF 35.11 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 55.00 FEET THROUGH A CENTRAL ANGLE OF 28°44'17" AN ARC DISTANCE OF 27.59 FEET; THENCE S61°08'50"W 11.34 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 83°44'59" AN ARC DISTANCE OF 43.85 FEET TO THE EASTERLY LINE ON MILLER STREET; THENCE NONTANGENTIAL TO THE PRECEDING COURSE, N26°40'51"W 4.91 FEET ALONG THE EASTERLY LINE OF MILLER STREET; THENCE ALONG SAID LINE A CURVE TO THE RIGHT, WITH A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 47.12 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 0.205 ACRES MORE OR LESS.

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

PREPARED BY


KENNETH P. MOORE, LS 4918
EXP. 12-30-92

DWG CASE
ACQUISITION - LOOP ROAD CONCEPT PARCEL ONE
SOUTH OF FAIRWAY DRIVE AT MILLER STREET
SIMMONS USA
APN: 77B-855-7-3

1099-05-32
12/5/90
bm\sl.leg



92324544

PLAVER TITLE COMPANY
Special Projects Dept.
1981 N. BROADWAY, STE. 220
WALNUT CREEK, CA 94596

SUBSTITUTION OF TRUSTEE AND DEED OF RECONVEYANCE

WHEREAS CHICAGO TITLE INSURANCE COMPANY is the present Trustee of Record under that certain Deed of Trust executed on the 17th day of January, 1989, by SIMMONS COMPANY as Trustor to CHICAGO TITLE INSURANCE COMPANY as Trustee, recorded on the 1st day of February 1989, as Instrument No. 89-026479 of the Official Records in the Office of the County Recorder of Alameda County, California;

AND WHEREAS the undersigned, CHEMICAL BANK, is the present holder of the beneficial interest under said Deed of Trust, and hereby appoints itself as Trustee in place and stead of said CHICAGO TITLE INSURANCE COMPANY under said Deed of Trust;

NOW THEREFORE, CHEMICAL BANK as substituted Trustee under said Deed of Trust, does hereby reconvey, without warranty, to the parties entitled thereto all right, title and interest in the parcel of land described in Exhibit A hereto which was heretofore acquired under said Deed of Trust.

Dated this 24th day of September

CHEMICAL BANK,
as Substituted Trustee

by: Arthur N. Seidel
Name: ARTHUR N. SEIDEL
Title: VICE PRESIDENT

STATE OF NEW YORK)
COUNTY OF NEW YORK) s.s:

On Sept. 24, 1992 before me,
George J. Goshaw, Notary Public, personally appeared
Arthur N. Seidel, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature George J. Goshaw

[Seal]

206315/405083

92324544

EXHIBIT A

That certain real property situated in the state of California, County of ALAMEDA, and described as follows:

CITY OF SAN LEANDRO

PARCELS 13, 14, AND 15 AS SHOWN ON PARCEL MAP NO. 379, FILED FEBRUARY 6, 1969 IN BOOK 58 OF PARCEL MAPS, PAGE 80 IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

EXCEPTING THEREFROM:

THAT PORTION GRANTED TO NATHAN SMOOKE BY DEED RECORDED SEPTEMBER 2, 1971, REEL 2940, IMAGE 187, ALAMEDA COUNTY RECORDS.

ASSESSOR'S PARCEL NO. 077B-0855-007-02
077B-0855-007-03

RECORDED at REQUEST OF
Placer Title Co.
At 8:30 A.M.
OCT - 7 1992
OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
PATRICK O'CONNELL
COUNTY RECORDER

9
341
13

Placer Title 30065 (1)

92319223

1 Steven R. Meyers
MEYERS, NAVE, RIBACK & SILVER
2 Gateway Plaza
777 Davis Street, Suite 300
3 San Leandro, California 94577
(510) 351-4300

4 Attorneys for CITY OF SAN LEANDRO

RECORDED IN OFFICIAL RECORDS
OF ALAMEDA COUNTY CALIF.
PATRICK O'CONNELL, County Recorder

OCT - 1 1992

AM 7:59 PM
7:59 11:12:34:56

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N 2
8 SUPERIOR COURT OF CALIFORNIA
9 COUNTY OF ALAMEDA
10

149

11 CITY OF SAN LEANDRO, a)
12 Municipal Corporation,)
13 Plaintiff,)
14 v.)
15 SIMMONS COMPANY, a Delaware)
Corporation, formerly known)
16 as SIMMONS, USA CORPORATION;)
CHEMICAL BANK, NA; CHICAGO)
17 TITLE INSURANCE COMPANY; and)
DOES I through XX,)
18 inclusive,)
19 Defendant.)

CASE NO.: H-161466-2
RELEASE OF LIS PENDENS

20 NOTICE IS HEREBY GIVEN that the Lis Pendens in the above-
21 referenced action recorded with the Alameda County Recorder
22 on May 5, 1992, No. 92-138268, is hereby released by the
23 above-named Plaintiffs. Said Lis Pendens was filed against
24 the parcels of land more particularly described in
25
26
27

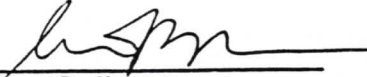
28 MEYERS, NAVE,
RIBACK & SILVER
A PROFESSIONAL LAW CORPORATION
GATEWAY PLAZA
777 DAVIS STREET, SUITE 300
SAN LEANDRO, CA 94577
(510) 351-4300
FAX: (510) 351-4481

92319223

1 Exhibit A attached hereto and by this reference made a part
2 hereof.

3 Dated: September 24, 1992

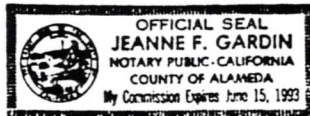
4 MEYERS, NAVE, RIBACK & SILVER

5 
6
7 Steven R. Meyers
8 Attorney for Plaintiffs
9 CITY OF CITY OF SAN LEANDRO

10 STATE OF CALIFORNIA)
11 COUNTY OF ALAMEDA) ss.

12 On this 24th day of September, 1992, before me, the
13 undersigned Notary Public, personally appeared STEVEN R.
14 MEYERS, City Attorney for Plaintiffs, CITY OF SAN LEANDRO,
15 personally known to me to be the person whose name is
16 subscribed to the within instrument, and acknowledged that
17 he executed the same in his authorized capacity, and that by
18 his signature on the instrument, the entity upon behalf of
19 which the person acted executed the instrument.

20 WITNESS my hand and official seal.




NOTARY PUBLIC

25
26
27
28
MEYERS, NAVE,
RIBACK & SILVER
PROFESSIONAL LAW CORPORATION
GATEWAY PLAZA
17 DAVIS STREET, SUITE 300
SAN LEANDRO, CA 94577
(510) 361-4300
FAX (510) 361-4481

12/18/90

92319223

1099-05-32

LOOP ROAD CONCEPT

REAL PROPERTY IN THE CITY OF SAN LEANDRO, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, A PORTION OF PARCEL 15 AS SHOWN ON PARCEL MAP 379, RECORDED IN BOOK 58 OF PARCEL MAPS AT PAGE 80 IN THE OFFICIAL RECORDS OF SAID COUNTY.

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PREPARED BY

Kenneth P. Moore
KENNETH P. MOORE, LS 4918
EXP. 12-30-92

DWG CASE
ACQUISITION - LOOP ROAD CONCEPT PARCEL ONE
SOUTH OF FAIRWAY DRIVE AT MILLER STREET
SIMMONS USA
APN: 77B-855-7-3

1099-05-32
12/5/90
lm/sl:leg

EXHIBIT A



Name, Address and Telephone No. of Attorney(s)

Steven R. Meyers
MEYERS, NAVE, RIBACK & SILVER
Gateway Plaza
777 Davis Street, Suite 300
San Leandro, CA 94577
(510) 351-4300

ENDORSED
Space Below for Use of Court Clerk Only

ALAMEDA COUNTY

OCT 13 1992

RONALD G. OVERHOLT, Exec. Off./Clerk
By Carol Alworth

Attorney(s) for Plaintiff, CITY OF SAN
LEANDRO

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA
(SUPERIOR, MUNICIPAL, or JUSTICE)

SOUTHERN BRANCH

(Name of Municipal or Justice Court District or of branch court, if any)

Plaintiff(s): CITY OF SAN LEANDRO

CASE NUMBER H-161466-2

REQUEST FOR DISMISSAL

TYPE OF ACTION

Defendant(s):

SIMMONS COMPANY, et al.

(Abbreviated Title)

☐ Personal Injury, Property Damage and Wrongful Death:☐ Motor Vehicle☐ Other☐ Domestic Relations☒ Eminent Domain☐ Other: (Specify)

TO THE CLERK: Please dismiss this action as follows: (Check applicable boxes.)

1. ☒ With prejudice ☐ Without prejudice
2. ☒ Entire action ☐ Complaint only ☐ Petition only ☐ Cross-complaint only
☐ Other: (Specify)*

Dated: October 5, 1992

*If dismissal requested is of specified parties only, of specified causes of action only or of specified cross-complaints only, so state and identify the parties, causes of action or cross-complaints to be dismissed.

Attorney(s) for Plaintiff, CITY OF SAN LEANDRO

STEVEN R. MEYERS

(Type or print attorney(s) name(s))

TO THE CLERK: Consent to the above dismissal is hereby given.**

Dated:

**When a cross-complaint (or Response (Marriage) seeking affirmative relief) is on file, the attorney(s) for the cross-complainant (respondent) must sign this consent when required by CCP 581(1), (2) or (5).

Attorney(s) for

(Type or print attorney(s) name(s))

(To be completed by clerk)

- ☐ Dismissal entered as requested on
☐ Dismissal entered on as to only
☐ Dismissal not entered as requested for the following reason(s), and attorney(s) notified on

DISMISSAL ENTERED
OCT 13 1992
RONALD G. OVERHOLT, Exec. Off./Clerk
By _____ Deputy

Dated:

By _____, Deputy

SIMMONS - 1700 FAIR 1

POLICY OF TITLE INSURANCE ISSUED BY

1-288

STEWART TITLE

GUARANTY COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;

and in addition, as to an insured lender only:

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

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

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

Sanctity of Contract

STEWART TITLE
GUARANTY COMPANY



Carlos Morris

Chairman of the Board

Countersigned by:

Authorized Signatory

Company

City, State

Stewart Morris

President

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

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had value paid for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors. The term "insured" also includes

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

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

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

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

(c) "insured lender": the owner of an insured mortgage.

(d) "insured mortgage": a mortgage shown in Schedule B, the owner of which is named as an insured in Schedule A.

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

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

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

(h) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

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

2. CONTINUATION OF INSURANCE.

(a) **After Acquisition of Title by Insured Lender.** If this policy insures the owner of the indebtedness secured by the insured mortgage, the coverage of this policy shall continue in force as of Date of Policy if (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 the Conditions and Stipulations, the Company, at its own cost and without undue delay, shall provide for the defense of such insured in litigation in which a third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a

SCHEDULE A

Order No.: SL-300665

Policy No.: CNJP-1597-47648

Date of Policy: September 30, 1992 at 2:30 o'clock p.m.

Amount of Insurance: \$140,641.00

Premium: \$720.00

Loan No.: none shown

1. Name of Insured:

CITY OF SAN LEANDRO,
a municipal corporation

2. The estate or interest in the land described herein and which is covered by this Policy is:

A FEE

3. The estate or interest referred to herein is at Date of Policy vested in:

CITY OF SAN LEANDRO, a municipal corporation

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

SEE EXHIBIT "A" ATTACHED

EXHIBIT A

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

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

A portion of Parcel 15, Parcel Map No. 379, filed February 6, 1969, Map Book 58, Page 80, Alameda County Records.

Beginning at the intersection of the southerly line of Fairway Drive with the easterly line of Miller Street at the northeasterly terminus of a curve with a radius of 30.00 feet; thence along said line of Fairway Drive, north $63^{\circ} 19' 09''$ east 564.45 feet; thence along the said line a curve to the right, with a radius of 75.00 feet through a central angle of $45^{\circ} 34' 23''$ an arc distance of 59.65 feet; thence along the said line a curve to the left, with a radius of 75.00 through a central angle of $06^{\circ} 29' 37''$ an arc distance of 8.50 feet; thence leaving said drive from a tangent that bears north $79^{\circ} 27' 09''$ west a curve to the left with a radius of 70 feet through a central angle of $37^{\circ} 14' 05''$ an arc distance of 45.59 feet; thence south $63^{\circ} 18' 46''$ west 359.66 feet; thence south $61^{\circ} 08' 50''$ west 151.62 feet; thence along a curve to the right with a radius of 70.00 feet through a central angle of $28^{\circ} 44' 17''$ an arc distance of 35.11 feet; thence along a curve to the left with a radius of 55.00 feet through a central angle of $28^{\circ} 44' 17''$ an arc distance of 27.59 feet; thence south $61^{\circ} 08' 50''$ west 11.34 feet; thence along a curve to the left with a radius of 30.00 feet through a central angle of $83^{\circ} 44' 59''$ an arc distance of 43.85 feet to the easterly line of Miller Street; thence nontangential to the preceding course, north $26^{\circ} 40' 51''$ west 4.91 feet along the easterly line of Miller Street; thence along said line a curve to the right, with a radius of 30.00 feet through a central angle of $90^{\circ} 00' 00''$ an arc distance of 47.12 feet to the point of beginning.

A.P.N. 077B-0855-007-03

SCHEDULE B

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

PART I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

SCHEDULE B

PART II

1. 1992-93 taxes a lien, not yet due or payable.
2. Tax installments for the fiscal year 1991-92 as shown above do not reflect a subsequent decrease to the assessed valuations, however the assessed valuations as subsequently decreased.
3. Covenants, conditions and restrictions as set forth in the instrument recorded August 10, 1962, Series No. AT/108608;
 - (a) With mortgage protection clause.
 - (b) No reversionary clause.
4. Existing drill and switching spur tracks for use of other parcels in said development, as disclosed in document recorded August 19, 1963, Series No. AU/137553.

1991-92 Taxes: AAA INFORMATION
Code Area: 10-018; A.P.N.: 077B-0855-007-03;
Land: \$3,833,300.00
Improvements: \$3,464,466.00
Personal Prop: \$370,221.00
Exemption: none
1ST INSTALLMENT: \$52,796.34 PAID
2ND INSTALLMENT: \$52,796.34 PAID
Tracer No.: 182643-00; Tax Rate: 1.0279



CLERK, BOARD OF SUPERVISORS

1-288

WILLIAM MEHRWEIN
CLERK OF THE BOARD

YVONNE D. QUAN
ASSISTANT CLERK

In reply, refer to CT 92-156

DATE: NOVEMBER 12, 1992
TO: ASSESSOR, ATTN: SEICHI YOSHIURA
FROM: CLERK, BOARD OF SUPERVISORS
SUBJECT: CANCELLATION OF TAXES

CITY OF SAN LEANDRO
NOV 16 1992
CITY CLERK'S OFFICE

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

<u>CITY OR AGENCY</u>	<u>RECORDER'S NO.</u>	<u>APN OR ADDRESS</u>	<u>DATE OF REQUEST</u>
City of San Leandro	92-319224	778-855-7-3	11/6/92

This is referred to you for processing.

WM:yfc

Enclosures

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

Pro-rata check ☐ Yes ☒ No Amount \$ _____
Date received _____ Date sent to Tax Collector _____

06-30-95

(1-288)

Per Tom Lum, Ala. Co. Auditor's Office, the memo generated by the Clerk, Board of Supervisors, that confirms taxes have been cancelled, is no longer done.

Once you receive the memo from the Clerk, Board of Supervisors, which forwards our requestion for cancellation of taxes to the Assessor's Office, we are to assume the taxes have been canceled -- there will be no "confirmation" memo.

Debbie
City Clerk's Office

MAP Bk. 58 Pg. 8 (

