



ALAMEDA COUNTY ASSESSMENT APPEALS BOARD
1221 Oak Street, Suite 536, Oakland, CA 94612 (510) 272-6352 or 6347

DARLENE J. BLOOM
Acting Clerk/Administrator

1-304

Date: April 12, 1996

In reply, refer to CT No(s): «APPEAL_NUMBER» 1995-75

Reference Number: 79A-407-3, 2 & 1

Previous Owner: ALBERT GRIM
& WANDA GRIM

CITY OF SAN LEANDRO
ATTN: ALICE CALVERT
CITY CLERK
835 E. 14TH ST.
SAN LEANDRO, CA 94577

CITY OF SAN LEANDRO
APR 15 1996
CITY CLERK'S OFFICE

CANCELLATION OF TAXES

SUBJECT: Request for Cancellation of Taxes

Enclosed is a copy of the Assessor's Report (Exhibit #95-13-75) in response to your request for cancellation of taxes on the above parcel(s).

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

Sincerely,

Darlene J. Bloom
Acting Clerk of the Board

Encl.

cc: Tax Collector, QIC 2011



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

OF
ALAMEDA

JOHN N. SCOTT, MAI
ASSESSOR

STEPHEN R. SARA, CPA

CHIEF DEPUTY

COUNTY OF ALAMEDA
CLERK, BOARD OF
SUPERVISORS' OFFICE
96 JAN 25 PM 2:13

DATE: JANUARY 24, 1996
TO: PATRICK O'CONNELL, AUDITOR-CONTROLLER
FROM: JOHN N. SCOTT, MAI, ASSESSOR
SUBJECT: CANCELLATION OF TAXES SPECIFIED BY REVENUE & TAXATION CODE, SECTION 4986
FOR REDEVELOPMENT AGENCY OF THE
CITY OF SAN LEANDRO

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

Supporting Doc. No. Date of Apportionment	Roll Year Effected	Assessment Roll Account No.	Por.	Assessed Value
			All	
95-159824, 7-21-95.	95-96	79A-407-1		Ld
			ALL	Imp
	95-96	79A-407-2		Ld
			ALL	Imp
	95-96	79A-407-3		Ld
			ALL	Imp
				Ld
				Imp
				Ld
				Imp
				Ld
				Imp
				Ld
				Imp
				Ld
				Imp
				Ld
				Imp

Request Prepared By R. Phien Date 1-24-96
Exhibit # 95-13-0075



CLERK, BOARD OF SUPERVISORS

DARLENE J. BLOOM
Acting Clerk of the Board

CITY OF SAN LEANDRO
OCT 12 1995
CITY CLERK'S OFFICE

In reply, refer to CT 95-75

(1-304)

DATE: October 10, 1995
TO: Assessor, Attn: Mapping Section
FROM: Darlene J. Bloom, Acting Clerk of the Board
SUBJECT: Cancellation of Taxes

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

<u>City or Agency</u>	<u>Recorder's No.</u>	<u>APN or Address</u>	<u>Date of Request</u>
City of San Leandro	95-159824	79A-407-3, 2 & 1	August 22, 1995

This is referred to you for processing.

DJB:sft

cc: / City of San Leandro
ATTN: Alice Calvert
City Clerk
835 E 14th Street
San Leandro CA 94755

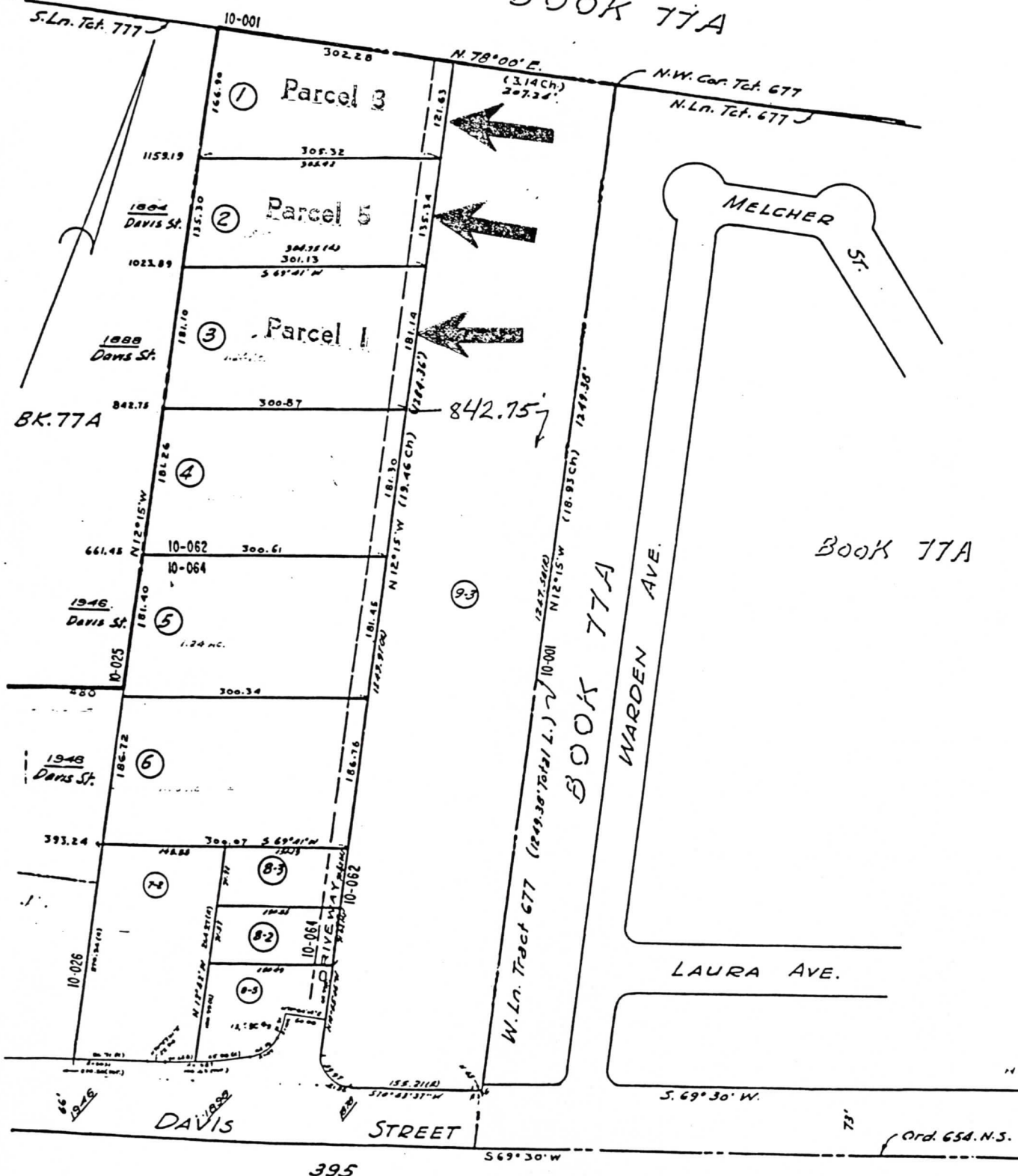
Pro-rata check / ☐ YES / ☒ NO AMOUNTS \$ _____ Date Rcvd _____ Date Sent to Tx C _____

407

Plot of the Rancho San Leandro
finally confirmed to José Joaquin Estudilla (Pat. Bk. A Pg. 116)

Scale: 1" = 100'

BOOK 77A



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

20
Recorded at request of _____
Grantee

When recorded, return to:

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

304899-1
Documentary Transfer Tax:
EXEMPT

City of San Leandro

Recorded in Official Records of Alameda CO.
Patrick O'Connell, Clerk-Recorder



No Fee

95159824 1:29pm 07/21/95

004 505733 37 07 000070
A03 5 7.00 12.00 0.00 0.00 0.00 0.00 0.00
0.00 0.00

(1-304)

CITY OF SAN LEANDRO

AUG 07 1995

CITY CLERK'S OFFICE

GRANT DEED

Trustees, ALBERT LEROY GRIM and WANDA EVELYN GRIM 1985 Trust, as to an _____
undivided 1/2 interest; ALBERT LEROY GRIM and WANDA EVELYN GRIM, Trustees
of the ALBERT LEROY GRIM and WANDA EVELYN GRIM 1985 Trust, as to an _____
undivided 1/2 interest, _____ do hereby
GRANT to the REDEVELOPMENT AGENCY OF THE CITY OF SAN LEANDRO, a public
body, corporate and politic, of the State of California, 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.

Dated this 12th day of July, 1995.

IN WITNESS WHEREOF, GRANTOR, has duly executed this document.

Albert Leroy Grim TRUSTEE
Albert Leroy Grim, Trustee

Wanda Evelyn Grim TRUSTEE
Wanda Evelyn Grim, Trustee

Albert Leroy Grim TRUSTEE
Albert Leroy Grim, Trustee

Wanda Evelyn Grim TRUSTEE
Wanda Evelyn Grim

ALL-

PROPOSE ACKNOWLED

ENT

95159824

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

On 07/12/95 before me, *SHARON ANNE HARROLD* notary public,
 personally appeared *ALBERT LEROY GRIM, TTEE AND WANDA EVELYN GRIM, TTEE*

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.



Witness my hand and official seal.

Official Notary Seal

Signature of
Notary:

OPTIONAL

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICERS
 Title(s):

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☒ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:
 NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document:

GRANT DEEN

Number Of Pages:

3

Date Of Document:

07/12/95

Signer(s) Other Than Named Above:

NONE

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED

EXHIBIT "A"

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

PARCEL 1:

Beginning at a point on the easterly line of that certain piece or parcel of land conveyed by Bernard Mc Auley to Maria Phillips, by deed dated November 13, 1906, recorded in Book 1215 of Deeds, Page 355, Alameda County Records, said point being distant along said easterly line, north 12° 25' west 842.75 feet from the intersection of said easterly line with the northern line of the county road, leading from San Leandro to Andrews Landing, known as Davis Street (The bearing of said easterly line of said lands conveyed to Maria Phillips being taken as north 12° 25' west for the purpose of making this description); and running thence parallel to said northern line of said county road, south 69° 45' west 300.87 feet, more or less, to the westerly line of said lands conveyed to Phillips; thence along said westerly line, north 12° 30' west 181.10 feet; thence leaving said westerly line and running parallel to the said northern of said county road, north 69° 45' east 301.13 feet, more or less, to the said easterly line of said lands conveyed to Phillips; thence along said easterly line south 12° 25' east, 181.14 feet to the point of beginning.

A.P.N. 079A-0407-003

PARCEL 2:

A non-exclusive easement appurtenant to Parcel 1 above for ingress and egress as reserved in the decree of distribution from the estate of Maria G. Phillips, recorded October 2, 1928, Book 1958, Page 196, Official Records, over a strip of land 20 feet in width lying westerly of, adjacent to, and parallel with the eastern line of that property conveyed to Maria Phillips, by deed recorded November 4, 1906, in Book 1215, Page 355, Official Records.

Excepting therefrom that portion thereof included within Parcel 1 above.

PARCEL 3:

Beginning at the intersection of the eastern boundary line of that certain tract of land conveyed to Maria Phillips by deed dated November 13, 1906, and recorded in Book 1215 of Deeds, Page 355, Alameda County Records, with the northern boundary of said tract; running thence south 12° 25' east along said eastern boundary line of said tract 121.63 feet; thence leaving said eastern boundary line of said tract, south 69° 41' west 305.42 feet to the western boundary of said tract; thence along said western boundary line north 12° 42' west to said northern boundary line of said tract of land; thence north 78-1/4° east along said last named line 302.28 feet, more or less, to the point of beginning.

A.P.N. 079A-0407-001

PARCEL 4:

A non-exclusive easement appurtenant to Parcel 3 above for ingress and egress as reserved in the Decree of Distribution from the estate of Maria G. Phillips, recorded October 2, 1928, Book 1958, Page 196, Official Records, over a strip of land 20 feet in width lying westerly of, adjacent to, and parallel with the eastern line of that property conveyed to Maria Phillips, by deed recorded November 4, 1906, in Book 1215, Page 355, Official Records.

Excepting therefrom that portion thereof included within Parcel 3 above.

PARCEL 5:

Beginning at a point in the eastern boundary line of that certain tract of land conveyed to Maria Phillips, by deed dated November 13, 1906, and recorded in Book 1213 of Deeds, Page 355, Records of Alameda County, California, said point of beginning being distant on said boundary line south 12° 25' east 121.63 feet from the northeastern corner of said tract of land; and running thence along said eastern boundary line south 12° 25' east distant 135.34 feet to a stake; thence leaving the said line south 69° 41' west distant 304.75 feet to a stake in the western boundary line of the said tract of land; thence along said line north 12° 42' west distant 135.30 feet to a stake; thence leaving the said boundary line north 69° 41' east distant 305.42 feet to the point of beginning.

A.P.N. 079A-0407-002

PARCEL 6:

A non-exclusive easement appurtenant to Parcel 5 above for ingress and egress as reserved in the Decree of Distribution from the estate of Maria G. Phillips, recorded October 2, 1928, Book 1958, Page 196, Official Records, over a strip of land 20 feet in width lying westerly of, adjacent to, and parallel with the eastern line of that property conveyed to Maria Phillips, by deed recorded November 4, 1906, in Book 1215, Page 355, Official Records.

Excepting therefrom that portion thereof included within Parcel 5 above.

This is to certify that the interest in real property conveyed by Deed or Grant,
dated July 12, 1995, from

ALBERT LEROY GRIM & WANDA EVELYN GRIM, Individually & Trustees to
the Redevelopment Agency of the City of San Leandro, a public body corporate and politic,
is hereby accepted on behalf of the Redevelopment Agency of the City of San Leandro,
pursuant to authority conferred by Resolution No. 92-13, adopted by the Redevelopment
Agency of the City of San Leandro on September 21, 1992, and the grantee consents to
recordation thereof by its duly authorized officer.



Alice Calvert, Secretary
City of San Leandro Redevelopment Agency

POLICY OF TITLE INSURANCE ISSUED BY

Grim, et al
1884 Davis St**STEWART TITLE**
GUARANTY COMPANY

1-304

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

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

and in addition, as to an insured lender only:

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

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

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

Sanctity of Contract

STEWART TITLE
GUARANTY COMPANY

Stewart Morris Jr.
Chairman of the Board
Countersigned by:
B. P. Truelin
Authorized Signatory

Malcolm S. Morris
President

Company

City, State

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

Page 1 of
Policy
Serial No.

CNJP-1597-303723

EXCLUSIONS FROM COVERAGE

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

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

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

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

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

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

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

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

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

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

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

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

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

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

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

2. CONTINUATION OF INSURANCE.

(a) **After Acquisition of Title by Insured Lender.** If this policy insures the owner of the indebtedness secured by the insured mortgage, the coverage of this policy shall continue in force as of Date of Policy of (i) such insured lender who acquires all or any part of the estate or interest in the land by foreclosure, trustee's sale, conveyance in lieu of

manner which discharges the lien of the insured mortgage; (ii) a transferee of the estate or interest so acquired from an insured corporation, provided the transferee is the parent or wholly-owned subsidiary of the insured corporation, and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insureds; and (iii) any governmental agency or governmental instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage.

(b) **After Conveyance of Title by an Insured.** The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from an insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to an insured.

(c) **Amount of Insurance.** The amount of insurance after the acquisition or after the conveyance by an insured lender shall in neither event exceed the least of:

(i) The amount of insurance stated in Schedule A;

(ii) The amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made; or

(iii) The amount paid by any governmental agency or governmental instrumentality, if the agency or the instrumentality is the insured claimant, in the acquisition of the estate or interest in satisfaction of its insurance contract or guaranty.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

An insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to that insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

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

SCHEDULE A

Order No.: SL-304899

Policy No.: CNJP-1597-303723

Date of Policy: July 21, 1995 at 1:29 o'clock p.m.

Amount of Insurance: \$990,000.00

Premium: \$2,706.00

Loan No.: none shown

1. Name of Insured:

REDEVELOPMENT AGENCY OF THE CITY OF SAN LEANDRO

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

A FEE, as to Parcels 1, 3 and 5; AN EASEMENT, as to Parcels 2, 4 and 6

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

REDEVELOPMENT AGENCY OF THE CITY OF SAN LEANDRO

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:

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

PARCEL 1:

Beginning at a point on the easterly line of that certain piece or parcel of land conveyed by Bernard Mc Auley to Maria Phillips, by deed dated November 13, 1906, recorded in Book 1215 of Deeds, Page 355, Alameda County Records, said point being distant along said easterly line, north 12° 25' west 842.75 feet from the intersection of said easterly line with the northern line of the county road, leading from San Leandro to Andrews Landing, known as Davis Street (The bearing of said easterly line of said lands conveyed to Maria Phillips being taken as north 12° 25' west for the purpose of making this description); and running thence parallel to said northern line of said county road, south 69° 45' west 300.87 feet, more or less, to the westerly line of said lands conveyed to Phillips; thence along said westerly line, north 12° 30' west 181.10 feet; thence leaving said westerly line and running parallel to the said northern of said county road, north 69° 45' east 301.13 feet, more or less, to the said easterly line of said lands conveyed to Phillips; thence along said easterly line south 12° 25' east, 181.14 feet to the point of beginning.

A.P.N. 079A-0407-003

PARCEL 2:

A non-exclusive easement appurtenant to Parcel 1 above for ingress and egress as reserved in the decree of distribution from the estate of Maria G. Phillips, recorded October 2, 1928, Book 1958, Page 196, Official Records, over a strip of land 20 feet in width lying westerly of, adjacent to, and parallel with the eastern line of that property conveyed to Maria Phillips, by deed recorded November 4, 1906, in Book 1215, Page 355, Official Records.

Excepting therefrom that portion thereof included within Parcel 1 above.

PARCEL 3:

Beginning at the intersection of the eastern boundary line of that certain tract of land conveyed to Maria Phillips by deed dated November 13, 1906, and recorded in Book 1215 of Deeds, Page 355, Alameda County Records, with the northern boundary of said tract; running thence south 12° 25' east along said eastern boundary line of said tract 121.63 feet; thence leaving said eastern boundary line of said tract, south 69° 41' west 305.42 feet to the western boundary of said tract; thence along said western boundary line north 12° 42' west to said northern boundary line of said tract of land; thence north 78-1/4° east along said last named line 302.28 feet, more or less, to the point of beginning.

PARCEL 4:

A non-exclusive easement appurtenant to Parcel 3 above for ingress and egress as reserved in the Decree of Distribution from the estate of Maria G. Phillips, recorded October 2, 1928, Book 1958, Page 196, Official Records, over a strip of land 20 feet in width lying westerly of, adjacent to, and parallel with the eastern line of that property conveyed to Maria Phillips, by deed recorded November 4, 1906, in Book 1215, Page 355, Official Records.

Excepting therefrom that portion thereof included within Parcel 3 above.

PARCEL 5:

Beginning at a point in the eastern boundary line of that certain tract of land conveyed to Maria Phillips, by deed dated November 13, 1906, and recorded in Book 1213 of Deeds, Page 355, Records of Alameda County, California, said point of beginning being distant on said boundary line south 12° 25' east 121.63 feet from the northeastern corner of said tract of land; and running thence along said eastern boundary line south 12° 25' east distant 135.34 feet to a stake; thence leaving the said line south 69° 41' west distant 304.75 feet to a stake in the western boundary line of the said tract of land; thence along said line north 12° 42' west distant 135.30 feet to a stake; thence leaving the said boundary line north 69° 41' east distant 305.42 feet to the point of beginning.

PARCEL 6:

A non-exclusive easement appurtenant to Parcel 5 above for ingress and egress as reserved in the Decree of Distribution from the estate of Maria G. Phillips, recorded October 2, 1928, Book 1958, Page 196, Official Records, over a strip of land 20 feet in width lying westerly of, adjacent to, and parallel with the eastern line of that property conveyed to Maria Phillips, by deed recorded November 4, 1906, in Book 1215, Page 355, Official Records.

Excepting therefrom that portion thereof included within Parcel 5 above.

SCHEDULE B

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

PART I

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

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

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

SCHEDULE B

PART II

1. 1995-96 taxes a lien, not yet due or payable.
2. Supplemental Real Property Tax Assessments (Chapter 498, Statutes of 1983, as amended):

The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California.

3. Easement for right of way and appurtenances thereto, reserved by Estate of Maria G. Phillips in instrument recorded October 4, 1928, Book 1958, Page 196.
(Affects the east 20 feet of said land.)

TAX INFORMATION:

1994-95 Taxes:

Code Area: 10-026; A.P.N.: 079A-0407-003;
Land: \$283,049.00
Improvements: \$none
Personal Prop: \$none
Exemption: \$none
1ST INSTALLMENT: \$1,618.78 PAID
2ND INSTALLMENT: \$1,618.78 PAID
Tracer No.: 193083-00; Tax Rate: 1.0301
(Affects Parcel One)

1994-95 Taxes:

Code Area: 10-026; A.P.N.: 079A-0407-002;
Land: \$207,136.00
Improvements: \$31,836.00
Personal Prop: \$none
Exemption: \$none
1ST INSTALLMENT: \$1,344.48 PAID
2ND INSTALLMENT: \$1,344.48 PAID
Tracer No.: 193082-00; Tax Rate: 1.0301
(Affects Parcel Two)

1994-95 Taxes:

Code Area: 10-026; A.P.N.: 079A-0407-001;
Land: \$225,285.00
Improvements: \$none
Personal Prop: \$none
Exemption: \$none
1ST INSTALLMENT: \$1,449.17 PAID
2ND INSTALLMENT: \$1,449.17 PAID
Tracer No.: 193081-00; Tax Rate: 1.0301
(Affects Parcel Three)

E N D O R S E M E N T
Attached to Policy No. CNJP-1597-303723
Issued by
STEWART TITLE GUARANTY COMPANY,
a corporation

The Company, recognizing the current effect of inflation on real property valuation and intending to provide additional monetary protection to the Insured Owner named in said policy, hereby modifies said policy, as follows:

1. Notwithstanding anything contained in said policy and any other Endorsements attached thereto to the contrary, the amount of insurance provided by said policy, as stated in Schedule A thereof, is subject to cumulative annual upward adjustments in the manner and to the extent hereinafter specified.
2. "Adjustment Date" is defined, for the purpose of this Endorsement, to 12:01 a.m. on the first January 1 which occurs more than six months after the date of policy, as shown in Schedule A of the policy to which this Endorsement is attached, and on each succeeding January 1.
3. An upward adjustment will be made on each of the Adjustment Dates, as defined above, by increasing the maximum amount of insurance provided by said policy (as said amount may have been increased theretofore under the terms of this Endorsement) by the same percentage, if any, by which the United States Department of Commerce Composite Construction Cost Index (base period 1967) for the month of September immediately preceding exceeds such Index for the month of September one year earlier; provided, however, that the maximum amount of insurance in force shall never exceed 150% of the amount of insurance stated in Schedule A of said policy, less the amount of any claim paid under said policy which, under the terms of the Conditions and Stipulations, reduces the amount of insurance in force. There shall be no annual adjustment in the amount of insurance for years in which there is no increase in said Construction Cost Index.
4. In computing loss or damage incurred by the Insured Claimant, the amount of insurance in force shall be deemed to be the amount in force at the date the Insured Claimant first learned of the defect in title from which the loss or damage resulted or the date of receipt by the Company of the first notice of claim, whichever first shall occur.

Nothing herein contained shall be construed as extending or changing the effective date of said policy.

This endorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

Dated: July 21, 1995 at 1:29 o'clock p.m.

STEWART TITLE GUARANTY COMPANY

Placer Title Company
801 Davis Street
San Leandro, California 94577

By B. P. Trulin
Authorized Signatory

Inflation