

CITY OF SAN LEANDRO

MEMORANDUM

DATE: May 25, 2000

TO: Debbie Dettmer, City Clerk's Office

FROM: Tara Peterson, Engineering & Transportation

SUBJECT: Recordation of Deeds/Cancellation of Taxes Memo to Uche Udemezue dated 4/20/98

Below is a response to each of the four items in the above referenced memo.

- I 296 1. Frontage Dedication - 250 Floresta Boulevard. We do not have a notice from Alameda County canceling taxes. That should have come directly to your office after being requested by your office. According to Bennett, there were never any closing statements. In addition, I cannot find a file that refers to this address. Also, I contacted the title company, but they cannot find any documents, so we are not able to assist further with this item. *Why? see Ken's 09-14-94 ltr.*
- I 297
1049 2. Property Dedication - 1245 Marina Boulevard. You required the grant deed from Reynolds & Brown. I sent that up to you yesterday. *But: (1) I need the original - copy was sent. (2) All Grant Deeds must be recorded.*
- I 300
2785
2186 3. Grant Deed and Lot Line Adjustment - Roberts Landing Tract 6636. You required title insurance and closing statements. I have attached the Preliminary Title Report. According to Bennett, there were never any closing statements, nor can I locate any in the file. Also, I contacted the title insurance company and they are unable to find this file.
- 2836
1039 4. Parcel Map 6662 - 91 Durant Avenue. Please find attached the encroachment permit that Bennett issued in lieu of a dedication.

Sorry that all of these items took so long to follow up on. Please send future requests directly to me, and I will do what I can to facilitate the finding of whatever you need.

* However, Ken's 09-14-94 ltr. to Theresa Fletcher, Placer Title -- told them to cancel the taxes.

CITY OF SAN LEANDRO

MEMORANDUM

DATE: April 20, 1998
TO: Uche Udemezue, Engineering and Transportation Department
FROM: Debbie Dettmer, City Clerk's Office
SUBJECT: RECORDATION OF DEED(S) AND CANCELLATION OF TAXES

Uche,

I need your help in finalizing the following:

1. Frontage Dedication -- Escrow #SL-3-3-17-TF, Ralph and Sarah Dayan, APN 77B-1139-6, 250 Floresta Blvd.

This will have been "pending" for 4 years this September (see attached). I still have not received portions of #2 (notice from Alameda County that the Taxes have been canceled) and #4 (Closing Statements).

2. Property Dedication -- Marina Blvd. Frontage of Marina Square, 1245 Marina Blvd., Portion of APN 79A-295-3.

This will have been "pending" for 4 years this October (see attached). I still have not received #1-2. Re. #3, I have received recorded Grants of Deed for Parcel X, Parcel A, and Parcel B, but not for "Public Service Easement from Reynolds & Brown to the City of San Leandro/Sidewalk Easement."

3. Grant Deed and Lot Line Adjustment -- Roberts Landing, Tract 6636.

This will have been "pending" for 3 years next month (see attached). I still have not received #1-2. Re. #3, I have received the recorded Grant Deed, but not the title insurance or closing statements.

4. Parcel Map 6662, Subdivision Improvement Agreement (Public Improvements), Parkland In-Lieu Fee Agreement, and Acceptance of Dedication of a Public Utility Easement for 91 Durant Avenue; Developer: Durant Park Development Limited Liability Company.

The above was a "fast-track/rush" item and put on the January 5, 1998, City Council Agenda, even though the required documents were not submitted to the City Clerk's Office prior to the item going to Council.

The following items still have not been submitted:

- a. Bonds
- b. Certificates of Insurance

CITY OF SAN LEANDRO

MEMORANDUM

DATE: May 22, 2000
TO: Tara Peterson, Engineering and Transportation Department
FROM: Debbie Dettmer, City Clerk's Office
SUBJECT: **RECORDATION OF DEED(S) AND CANCELLATION OF TAXES**

Tara,

Attached is the age-old memo I sent you a copy of a long time ago for follow-up.

You asked for "backup" for items still unresolved. I've made four copies of my original April 20, 1998, memo to Uche, highlighted one of the four items on each separate copy, and attached the corresponding letter referenced. The "status" is still the same; I do not have anything more than I had received as of April 20, 1998.

Please check Engineering's files to see if any of the material is there; if so, please make a copy for your files and forward the original(s) to me; if not, please contact the appropriate person at each of the Title Companies to find out "what happened?"

Thanks for your assistance.

dd

Attachments (3)

cc: Gayle Petersen

D:\COUNTY\MEMOS.MIS-5

City of San Leandro
Civic Center, 835 E. 14th Street
San Leandro, California 94577



Leg Inds

September 14, 1994

06-21-95 - Note to Ken re.

I have read
nothing to date

SEP 15 1994

(1-296)

Theresa Fletcher
Placer Title Company
801 Davis Street
San Leandro, CA 94577

11-20-95 -

I have only read
#3 below. Pls. advise
(over 1 year old).

CITY CLERK'S OFFICE

A Portion of

SUBJECT: Escrow # SL-303017-TF -- Ralph and Sarah Dayan, APN: 77B-1139-6,
250 Floresta Boulevard Frontage Dedication

Dear Theresa Fletcher:

Concerning the above referenced escrow account, please find enclosed the following documents:

Still Need

1. Fully executed Grant Deed from Ralph and Sarah Dayan to the City.
2. A signed Certificate of Acceptance by the City Clerk accepting the deed on behalf of the City.

Upon receipt of these documents, you may proceed as follows:

1. Issue your standard CLTA policy of title insurance in favor of the City of San Leandro in the amount of \$40,000.00 for the property described in the Grant Deed.
2. Close the transaction, including the cancellation of taxes on the dedicated property.
3. Send the title insurance, closing statements, and recorded Grant Deed to my attention.
4. Send the Invoice for the escrow fees and the premium for the policy of title insurance to my attention.

Cancellation of Taxes

Closing Starts.

read - grant deed on 08-24-95

If you have any questions, please call me at (510) 577-3417.

Very truly yours,

Kenneth J. Vogeney

Kenneth J. Vogeney, P.E., Associate Engineer
Engineering and Transportation Department

KJV:kjv

cc: D. Dettmer, City Clerks' Office

Enclosures

M:\K\MART\TITLEINS.LTR

Ellen M. Corbett, Mayor

City Council:
Kent W. Myers;

Gordon A. Galvan;
Linda Perry;

Howard W. Kerr;
Julian P. Polvorosa;

Garry A. Loeffler;
Mike Oliver, City Manager

05-13-96

Ken:

I still do not have 1-4 1/2 Hts
almost 2 years old.

Pls. advise status.

TKs,
Debbie
City Clerks Office

08-23-96

Ken:

Thanks for sending me the
"Title Ins." However, I
still do not have #2
above or the "Closing Statements (part of #3).
dd

RECORDING REQUESTED BY:

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

AFTER RECORDATION, RETURN TO:

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

DOCUMENTARY TRANSFER TAX:

EXEMPT - City of San Leandro

GRANT DEED

RALPH DAYAN and SARAH DAYAN, husband and wife, as joint tenants

do hereby

GRANT to the City of San Leandro, a municipal corporation, for the purpose of a public highway or road, and all necessary utilities, the right-of-way over the following described real property:

See legal description in attached Exhibit A.

Assessor's No. Portion of 77B-1139-6

8/19/94

IN WITNESS WHEREOF, this document is duly executed on

This is to certify that the interest in real property conveyed by Deed or Grant, dated August 19, 1994, from Ralph Dayan and Sarah Dayan

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.

Dated: September 6, 1994



Alice Calvert
Alice Calvert
City Clerk of the City of San Leandro

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

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

DOCUMENTARY TRANSFER TAX:

EXEMPT - City of San Leandro

GRANT DEED

RALPH DAYAN and SARAH DAYAN, husband and wife, as joint tenants do hereby
GRANT to the City of San Leandro, a municipal corporation, for the purpose of
a public highway or road, and all necessary utilities, the right-of-way over
the following described real property:

See legal description in attached Exhibit A.

Assessor's No. Portion of 77B-1139-6

IN WITNESS WHEREOF, this document is duly executed on

8/19/94

Ralph Dayan
RALPH DAYAN

Sarah Dayan
SARAH DAYAN

Attach Notary Acknowledgement

KJV:kjv 5/28/93

M:\KMART\GRANTDEED

Job No. 368-00-137



EXHIBIT "A"

A strip of land, situate in the City of San Leandro, County of Alameda, State of California, being a portion of Parcel "A", as said Parcel is shown on Parcel Map No. 2376, recorded in Book 98 of Maps at Page 42, and as shown on Amended Parcel Map 2376 recorded in Book 101 of Maps, Pages 19 and 20, and as shown on the 2nd Amended Parcel Map 2376, recorded in Book 102, Pages 70 and 71, Official Records of said County, more particularly described as follows:

Beginning at the easterly terminus of the southerly line of Floresta Boulevard of said Parcel "A", said line having a bearing of South 89°53'41" East; thence from said Point of Beginning, along the arc of a curve to the right the tangent of which bears South 89°53'41" East, having a radius of 50.00 feet, a central angle of 54°18'34", and an arc length of 47.39 feet to a point of compound curvature on the westerly line of Washington Avenue as shown on said map; thence along said westerly line the following five (5) courses: 1) along the arc of a curve to the right having a radius of 292.00 feet, a central angle of 08°00'35", and an arc length of 40.82 feet to a point of tangency; 2) thence South 27°34'32" East 89.64 feet to a point of curvature; 3) thence along the arc of a curve to the right having a radius of 192.00 feet, a central angle of 11°28'42", and an arc length of 38.46 feet to a point of reverse curvature; 4) thence along the arc of a curve to the left having a radius of 208.00 feet, a central angle of 11°28'42", and an arc length of 41.67 feet to a point of tangency; 5) thence South 27°34'32" East 143.00 feet; thence leaving said westerly line South 62°25'28" West 12.00 feet; thence North 27°34'32" West 143.00 feet to a point of curvature; thence along the arc of a curve to the right having a radius of 208.00 feet, a central angle of 12°10'38", and an arc length of 44.21 feet to a point of reverse curvature; thence along the arc of a curve to the left having a radius of 192.00 feet, a central angle of 12°10'38", and an arc length of 40.81 feet to a point of tangency; thence North 27°34'32" West 90.63 feet to a point of curvature; thence along the arc of a curve to the left having a radius 292.00 feet, a central angle of 08°00'40", and an arc length of 40.83 feet to a point of compound curvature; thence along the arc of a curve to the left having a radius of 50.00 feet, a central angle of 54°18'29", and an arc length of 47.39 feet to a point of tangency on the southerly line of Floresta Avenue and the northerly line of said Parcel "A"; thence along said southerly line South 89°53'41" East 12.42 feet to the Point of Beginning.

END OF DESCRIPTION

Written by:
Chris Russell, L.S. 5696

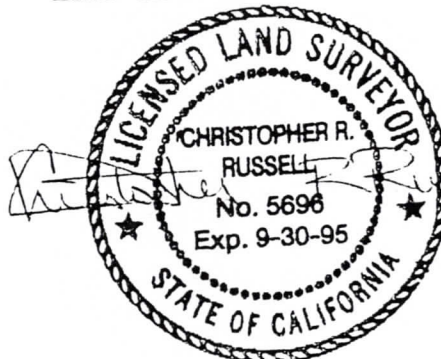
Date: Feb. 20, 1992

ep\wp51\lg\36800137.lgl

APN 77B-1139-6

John B. Lusk, R.C.E. 17032
Jerry V. Aplant, P.L.S. 5876

Steve L. Ehlers, P.L.S. 5721
Chris R. Russell, P.L.S. 5696



LD 92-11
DWG 1241 Case 1602
Plan Line Widening
SW Corner Floresta/Washington
250 Floresta Blvd. -- Dayan
6939 Sunrise Blvd., Suite 121
Citrus Heights, CA 95610
(916) 969-1900
FAX (916) 969-1901

FLORESTA AVENUE

POINT OF BEGINNING

589°54'48"E
12.42'

$\Delta = 54^{\circ}17'11''$
R = 50.00'
L = 47.37'

$\Delta = 08^{\circ}01'49''$
R = 292.00'
L = 40.92'

$\Delta = 54^{\circ}17'17''$
R = 50.00'
L = 47.38'

$\Delta = 08^{\circ}01'43''$
R = 292.00'
L = 40.92'

NOTE: BEARINGS AND DISTANCES
ARE COMPILED FROM
RECORD DATA



SCALE: 1"=60'

Area = 4361.36 s.f.

11'
N27°35'48"W
89.64'

$\Delta = 12^{\circ}10'38''$
R = 192.00'
L = 40.81'

$\Delta = 12^{\circ}10'38''$
R = 208.00'
L = 44.21'

$\Delta = 11^{\circ}28'42''$
R = 192.00'
L = 38.46'

$\Delta = 11^{\circ}28'42''$
R = 208.00'
L = 41.67'

EXISTING R/W LINE

FUTURE R/W LINE

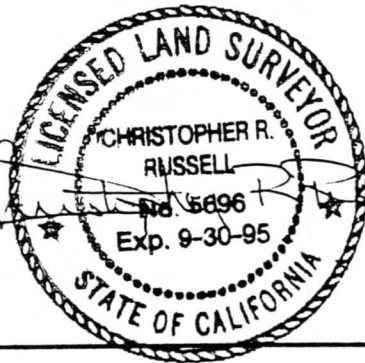
WASHINGTON STREET

10'

S27°34'32"E
N27°34'32"W
143.00'
143.00'

S62°25'28"W
12.00'

K-MART SHOPPING CENTER



APN 77B-1139-6
LD 92-11

STEET DEDICATION PLAT

250 FLORESTA AVENUE, SAN LEANDRO, CA
ALAMEDA COUNTY

DWG 1241 Case 1602

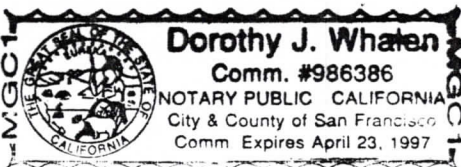
B BURRELL
ENGINEERING
GROUP, INC.

6939 SUNRISE BLVD. STE. 121
CITRUS HEIGHTS, CA. 95610
(916) 969-1900

SCALE: 1" = 60'	DATE: 03-30-92
DRAWN BY: CRR	JOB NO. 368-00-133
APPROVED BY: CRR	DWG. 368EXH
DESIGNED BY:	REVISED:

State of CaliforniaCounty of San FranciscoOn 8/19/94 before me, Dorothy J. Whalen, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"personally appeared Ralph Dayan & Sarah Dayan
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.



WITNESS my hand and official seal.

[Signature]
SIGNATURE OF NOTARY

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

OPTIONAL SECTION

TITLE OR TYPE OF DOCUMENT Grant Deed

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)

TITLE(S)

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

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

City of San Leandro
Civic Center, 835 E. 14th Street
San Leandro, California 94577



September 14, 1994

Theresa Fletcher
Placer Title Company
801 Davis Street
San Leandro, CA 94577

CITY OF SAN LEANDRO

AUG 22 1996

CITY CLERK'S OFFICE

(1-296)

SUBJECT: Escrow # SL-303017-TF -- Ralph and Sarah Dayan, APN: 77B-1139-6,
250 Floresta Boulevard Frontage Dedication

Dear Theresa Fletcher:

Concerning the above referenced escrow account, please find enclosed the following documents:

1. Fully executed Grant Deed from Ralph and Sarah Dayan to the City.
2. A signed Certificate of Acceptance by the City Clerk accepting the deed on behalf of the City.

Upon receipt of these documents, you may proceed as follows:

1. Issue your standard CLTA policy of title insurance in favor of the City of San Leandro in the amount of \$40,000.00 for the property described in the Grant Deed.
2. Close the transaction, including the cancellation of taxes on the dedicated property.
3. Send the title insurance, closing statements, and recorded Grant Deed to my attention.
4. Send the Invoice for the escrow fees and the premium for the policy of title insurance to my attention.

If you have any questions, please call me at (510) 577-3417.

Very truly yours,

Kenneth J. Vogeney, P.E., Associate Engineer
Engineering and Transportation Department

KJV:kjv

cc: D. Dettmer, City Clerks' Office

Enclosures

M:\KMART\TITLEINS.LTR

8/22/96

Debbie -
Title Insurance has
finally been issued.
Original for your file.

Thanks,
Ken V.
ext 3417

Ellen M. Corbett, Mayor

City Council:
Kent W. Myers;

Gordon A. Galvan;
Linda Perry;

Howard W. Kerr;
Julian P. Polvorosa;

Garry A. Loeffler;
Mike Oliver, City Manager

RECORDING REQUESTED BY:

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

AFTER RECORDATION, RETURN TO:

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

CITY OF SAN LEANDRO

AUG 23 1995

DOCUMENTARY TRANSFER TAX CITY CLERK'S OFFICE

EXEMPT - City of San Leandro

303017-1

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



No Fee

95176775 08:30am 08/09/95

004 519618 37 07 000070
A03 5 7.00 12.00 0.00 0.00 0.00 0.00 0.00
0.00 0.00

GRANT DEED

(1-296)

RALPH DAYAN and SARAH DAYAN, husband and wife, as joint tenants

do hereby

GRANT to the City of San Leandro, a municipal corporation, for the purpose of
a public highway or road, and all necessary utilities, the right-of-way over
the following described real property:

See legal description in attached Exhibit A.

Assessor's No. Portion of 77B-1139-6

IN WITNESS WHEREOF, this document is duly executed on

8/19/94

Ralph Dayan
RALPH DAYAN

Sarah Dayan
SARAH DAYAN

Attach Notary Acknowledgement

KJV:kjv 5/28/93

M:\KMART\GRANTDEED

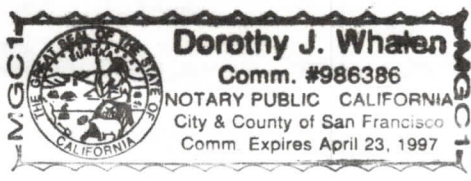
State of California

County of San Francisco

On 8/19/94 before me, Dorothy J. Whalen, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Ralph Dayan & Sarah Dayan
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.



WITNESS my hand and official seal.

[Signature]
 SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

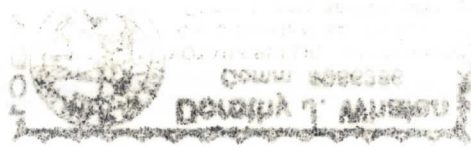
Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

OPTIONAL SECTION

TITLE OR TYPE OF DOCUMENT Grant Deed

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____



ΕΘΝ. ΜΟΥΣΕΟΝ
ΕΛΛΗΝΙΚΗ ΔΗΜΟΚΡΑΤΙΑ

This is to certify that the interest in real property conveyed by Deed or Grant,
dated August 19, 1994, from Ralph Dayan and Sarah Dayan

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.

Dated: September 6, 1994





Alice Calvert
City Clerk of the City of San Leandro

EXHIBIT "A"

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SAN LEANDRO, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, BEING A PORTION OF "PARCEL 2" AS SAID PARCEL IS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP NO. 2028", FILED FOR RECORD IN BOOK 94 OF MAPS AT PAGE 29, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT A MONUMENT AT THE INTERSECTION OF FLORESTA AVENUE/HALCYON DRIVE AND WASHINGTON AVENUE AS SHOWN ON SAID MAP; THENCE SOUTH $27^{\circ}44'48''$ EAST 1.70 FEET; THENCE SOUTH $27^{\circ}35'48''$ EAST 115.28 FEET; THENCE SOUTH $62^{\circ}24'12''$ WEST 42.00 FEET TO A POINT ON THE WESTERLY LINE OF WASHINGTON AVENUE, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE FROM SAID TRUE POINT OF BEGINNING SOUTHERLY ALONG SAID WESTERLY LINE OF WASHINGTON AVENUE THE FOLLOWING 4 COURSES; 1) SOUTH $27^{\circ}35'48''$ EAST 89.64 FEET TO A POINT ON A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 192.00 FEET; 2) ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $11^{\circ}28'42''$, AN ARC DISTANCE OF 38.46 FEET TO A POINT ON A REVERSE CURVE HAVING A RADIUS OF 208.00 FEET; 3) ALONG THE ARC OF LAST SAID CURVE THROUGH A CENTRAL ANGLE OF $11^{\circ}28'42''$, AN ARC DISTANCE OF 41.67 FEET; 4) THENCE TANGENT TO LAST SAID CURVE SOUTH $27^{\circ}35'48''$ EAST 143.00 FEET; THENCE LEAVING SAID WESTERLY LINE OF WASHINGTON AVENUE SOUTH $62^{\circ}24'12''$ WEST 12.00 FEET; THENCE NORTH $27^{\circ}35'48''$ WEST 143.00 FEET TO A POINT ON A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 208.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $12^{\circ}10'38''$, AN ARC DISTANCE OF 44.21 FEET TO A POINT ON A REVERSE CURVE HAVING A RADIUS OF 192.00 FEET; THENCE ALONG THE ARC OF LAST SAID CURVE THROUGH A CENTRAL ANGLE OF $12^{\circ}10'38''$, AN ARC DISTANCE OF 40.81 FEET; THENCE TANGENT TO LAST SAID CURVE NORTH $27^{\circ}35'48''$ WEST 90.63 FEET TO A POINT ON THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 292.00 FEET; THENCE ALONG THE ARC OF LAST SAID CURVE THROUGH A CENTRAL ANGLE OF $8^{\circ}01'49''$, AN ARC DISTANCE ON 40.93 FEET TO A POINT ON THE ARC OF A COMPOUND CURVE HAVING A RADIUS OF 50.00 FEET; THENCE ALONG THE ARC OF LAST SAID CURVE THROUGH A CENTRAL ANGLE OF $54^{\circ}17'11''$, AN ARC DISTANCE OF 47.37 FEET TO A POINT ON THE SOUTHERLY LINE FLORESTA BOULEVARD AS SHOWN ON THE AFOREMENTIONED "PARCEL MAP NO. 2028"; THENCE ALONG SAID SOUTHERLY LINE AND THE WESTERLY LINE OF WASHINGTON AVENUE THE FOLLOWING THREE COURSES; 1) SOUTH $89^{\circ}54'48''$ EAST 12.42 FEET TO A POINT ON THE ARC A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET; 2) THENCE ALONG THE ARC OF LAST SAID CURVE THROUGH A CENTRAL ANGLE OF $54^{\circ}17'17''$, AN ARC DISTANCE OF 47.38 FEET TO A POINT ON THE ARC OF A COMPOUND CURVE HAVING A RADIUS OF 292.00 FEET; 3) THENCE ALONG THE ARC OF LAST SAID CURVE THROUGH A CENTRAL ANGLE OF $8^{\circ}01'43''$, AN ARC DISTANCE OF 40.92 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

CONTAINING 4362 SQUARE FEET MORE OR LESS.

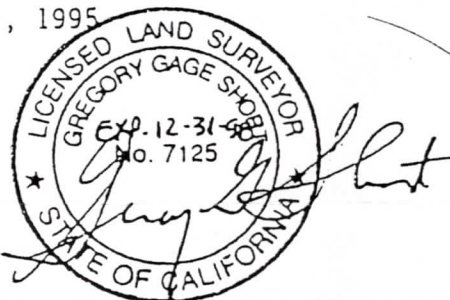
END OF DESCRIPTION

Written by:
Kenneth Joseph

Reviewed by:
Gregory Short, L.S.

Date: February 21, 1995
APN 778-1139-6
D:\WP50\KEN\JQMART.LGL

LD 95-1
DWG 1251 CASE 1602
PLAN LINE WIDENING
SW CORNER FLORESTA/WASHINGTON
250 FLORESTA BLVD -- DAYAN

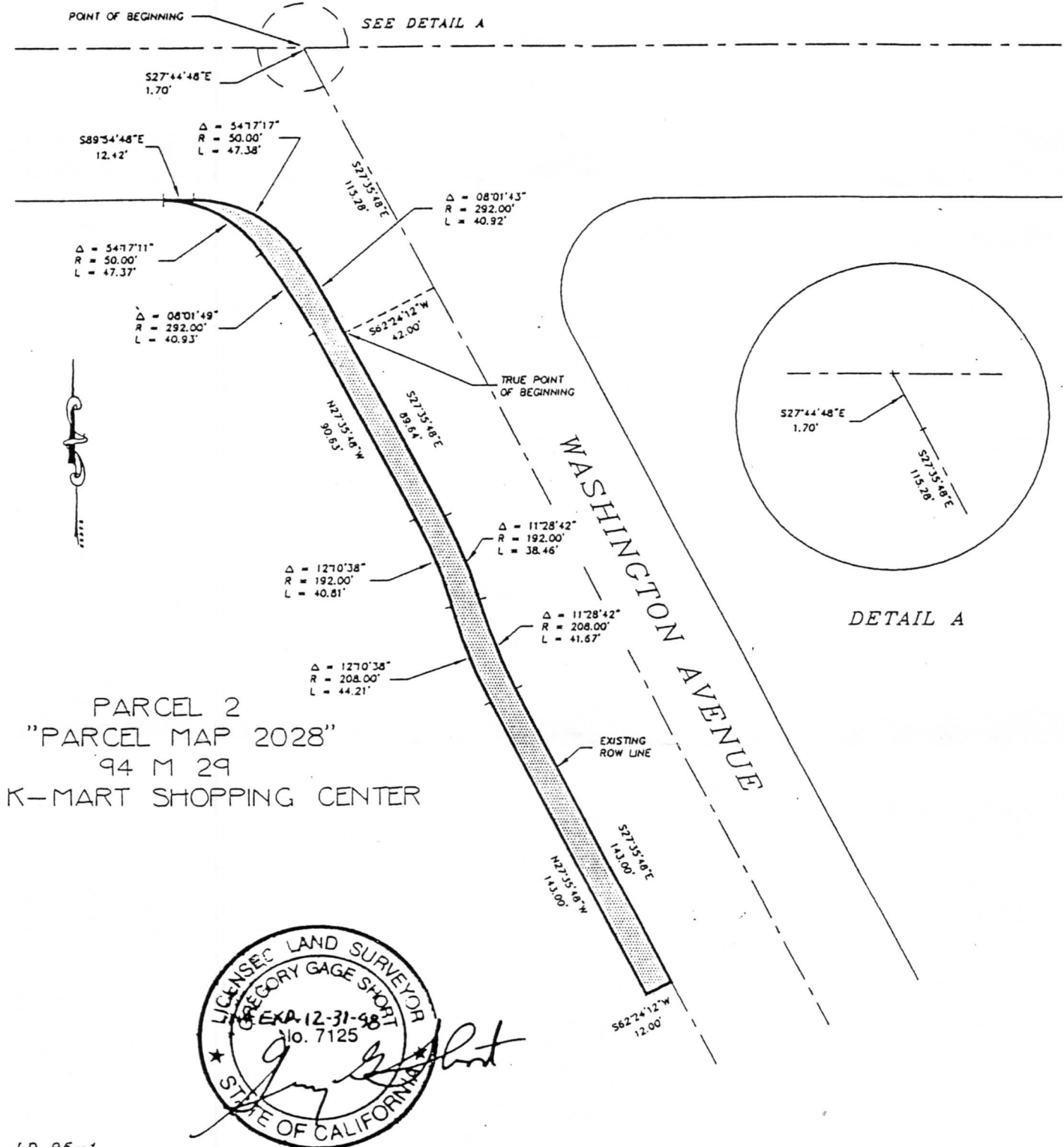


RECORDERS MEMO
LEGIBILITY FOR MICROFILMING AND
COPYING UNSATISFACTORY IN A PORTION
OF THIS DOCUMENT WHEN RECORDED.

95176775

FLORESTA BLVD.

HALCYON DRIVE



CITY OF SAN LEANDRO

NO.	REVISIONS	DATE	STREET DEDICATION PLAT 250 FLORESTA BOULEVARD			APPROVED <i>Wm. Allyn</i> City Engineer, R.C.E. No. 35935	
DRAWN	BGC	CHECKED	CS	DATE	2-9-95	SCALE	1" = 60'
						SHEET	1 OF 1
						DWG. NO.	1251 CASE 1602

POLICY OF TITLE INSURANCE ISSUED BY

(1-296)

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.

ENGINEERING

AUG 22 1996

TRANSPORTATION

Sanctity of Contract

STEWART TITLE
GUARANTY COMPANY



Stewart Morris Jr.
Chairman of the Board

Countersigned by:

Authorized Signatory

Company

City, State

Malcolm S. Morris
President

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

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 any third party asserts a claim adverse to the title or interest as insured, as to those stated causes of action alleging a

defect, lien or encumbrance or other matter insured by this policy. The Company shall have the right to select counsel of its choice (subject to the right of such insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The company will not pay any fees, costs or expenses incurred by an insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to an insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, an insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for this purpose. Whenever requested by the Company, an insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured. If the Company is prejudiced by the failure of an insured to furnish the required cooperation, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by each insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of an insured claimant to provide the required proof of loss or damage, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, an insured claimant may reasonably be required to submit an examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by an insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of an insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that insured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) **To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.**

(i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or

(ii) in case loss or damage is claimed under this policy by the owner of the indebtedness secured by the insured mortgage, to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefor.

Upon the exercise by the Company of the option provided for in paragraph a(i), all liability and obligations to the insured under this policy, other than to make the payment required in that paragraph, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

Upon the exercise by the Company of the option provided for in paragraph a(ii) the Company's obligation to an insured Lender under this policy for the claimed loss or damage, other than the payment required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

(b) **To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.**

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or b(ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

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 to an insured lender 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 thereon; 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 lender 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 liability of the Company under this policy to an insured owner of the estate or interest in the land described in Schedule A shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) 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.

(d) 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, if applicable, 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 to an insured lender 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 insurance pro tanto. However, as to an insured lender, 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 insurance afforded under this policy as to any such insured, 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 to an insured lender except as provided in Section 2(a) of these Conditions and Stipulations.

10. LIABILITY NONCUMULATIVE.

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 to the insured owner.

The provisions of this Section shall not apply to an insured lender, unless such insured acquires title to said estate or interest in satisfaction of the indebtedness secured by an insured mortgage.

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 (i) as to an insured owner, to all rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss; and (ii) as to an insured lender, to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, 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.

(b) The Insured's Rights and Limitations.

Notwithstanding the foregoing, the owner of the indebtedness secured by an 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 an 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 an 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 the 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 P.O. Box 2029, Houston, Texas 77252-2029, and identify this policy by its printed policy serial number which appears on the bottom of the front of the first page of this policy.

SCHEDULE A

Order No.: SL-303017

Policy No.: CNJP-1597-304506

Date of Policy: August 9, 1995 at 8:30 o'clock a.m.

Amount of Insurance: \$40,000.00

Premium: \$400.00

Loan No.: None Shown

1. Name of Insured:

CITY OF SAN LEANDRO, a Municipal Corporation

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

A FEE

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

CITY OF SAN LEANDRO, a Municipal Corporation

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

SEE EXHIBIT "A" ATTACHED

EXHIBIT A

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

All that certain real property situate in the City of San Leandro, County of Alameda, State of California, being a portion of "Parcel Map No. 2028", filed for record in Book 94 of Maps at Page 29, Alameda County Records, described as follows:

Commencing at a monument at the intersection of Floresta Avenue/Halcyon Drive and Washington Avenue as shown on said map; thence south $27^{\circ} 44' 48''$ east 1.70 feet; thence south $27^{\circ} 35' 48''$ east 115.28 feet; thence south $62^{\circ} 24' 12''$ west 42.00 feet to a point on the westerly line of Washington Avenue, said point being the True Point of Beginning of this description; thence from said True Point of Beginning southerly along said westerly line of Washington Avenue the following 4 courses; 1) south $27^{\circ} 35' 48''$ east 89.64 feet to a point on a tangent curve to the right having a radius of 192.00 feet; 2) along the arc of said curve through a central angle of $11^{\circ} 28' 42''$, an arc distance of 38.46 feet to a point on a reverse curve having a radius of 208.00 feet; 3) along the arc of last said curve through a central angle of $11^{\circ} 28' 42''$, an arc distance of 41.67 feet; 4) thence tangent to last said curve south $27^{\circ} 35' 48''$ east 143.00 feet; thence leaving said westerly line of Washington Avenue south $62^{\circ} 24' 12''$ west 12.00 feet; thence north $27^{\circ} 35' 48''$ west 143.00 feet to a point on a tangent curve to the right having a radius of 208.00 feet; thence along the arc of said curve through a central angle of $12^{\circ} 10' 38''$, an arc distance of 44.21 feet to a point on a reverse curve having a radius of 192.00 feet; thence along the arc of last said curve through a central angle of $12^{\circ} 10' 38''$, an arc distance of 40.81 feet; thence tangent to last said curve north $27^{\circ} 35' 48''$ west 90.63 feet to a point on the arc of a tangent curve to the left having a radius of 292.00 feet; thence along the arc of last said curve through a central angle of $8^{\circ} 01' 49''$, an arc distance of 40.93 feet to a point on the arc of a compound curve having a radius of 50.00 feet; thence along the arc of last said curve through a central angle of $54^{\circ} 17' 11''$, an arc distance of 47.37 feet to a point on the southerly line of Floresta Boulevard as shown on the aforementioned "Parcel Map No. 2028"; thence along said southerly line and the westerly line of Washington Avenue the following three courses; 1) south $89^{\circ} 54' 48''$ east 12.42 feet to a point on the arc a tangent curve to the right having a radius of 50.00 feet; 2) thence along the arc of last said curve through a central angle of $54^{\circ} 17' 17''$, an arc distance of 47.38 feet to a point on the arc of a compound curve having a radius of 292.00 feet; 3) thence along the arc of last said curve through a central angle of $8^{\circ} 01' 43''$, an arc distance of 40.92 feet to the True Point of Beginning of this description.

Containing 4362 square feet more or less.

A.P.N. 077B-1139-006

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. 1994-95 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. Lease memorandum upon the terms, covenants and conditions contained in an unrecorded lease referred to therein dated May 17, 1976, recorded December 23, 1976, Series No. 76-218275, Reel 4654 OR, Image 678
Lessor: Eltinge, Gruziadio and Sampson, Development Company
Lessee: S.S. Kresge Company, Michigan corporation
(Affects the premises and additional property.)

The present ownership of said leasehold and other matters affecting the interest of the lessee are not shown herein.

4. Easement for water transmission facilities and appurtenances thereto, granted to East Bay Municipal Utility District by instrument recorded May 12, 1977, Series No. 77-90605, Reel 4854 OR, Image 188.
(Affects a 30 foot by 12 foot strip of land in a southeasterly portion of the premises and also additional property.)
5. Covenants, conditions and restrictions as set forth in the instrument recorded November 1, 1977, Series No. 77-217535, Reel 5118 OR, Image 507;

(a) With mortgage protection clause.

(b) No reversionary clause.

Amendment thereto recorded June 21, 1978, Series No. 78-117120, Reel 5449 OR, Image 525.

Amendment thereto recorded August 25, 1981, Series No. 81-143987 .

6. Easement for purposes set forth in the declaration recorded November 1, 1977, Series No. 77-217535, Reel 5118 OR, Image 507 and amendments recorded June 21, 1978, Series No. 78-117120, Reel 5449 OR, Image 525 and appurtenances thereto, reserved by Commerce Development Associates in instrument recorded June 21, 1978, Series No. 78-117123, Reel 5449 OR, Image 574.
(Affects the portion of the premises as described in said instruments and additional property.)

Amendment thereto recorded August 25, 1981, Series No. 81-143987.

1994-95 Taxes: TAX INFORMATION

Code Area: 10-035; A.P.N.: 077B-1139-006;

Land: \$2,889,730.00

Improvements: \$2,650,145.00

Personal Prop: none

Exemption: none

1ST INSTALLMENT: \$30,520.58 PAID

2ND INSTALLMENT: \$30,520.58 PAID

Tracer No.: 184764-00; Tax Rate: 1.0357

SUPPLEMENTAL COLLECTIONS:

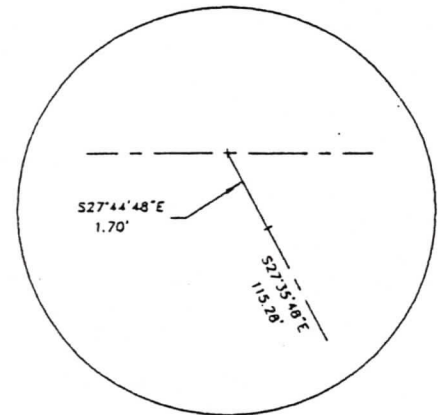
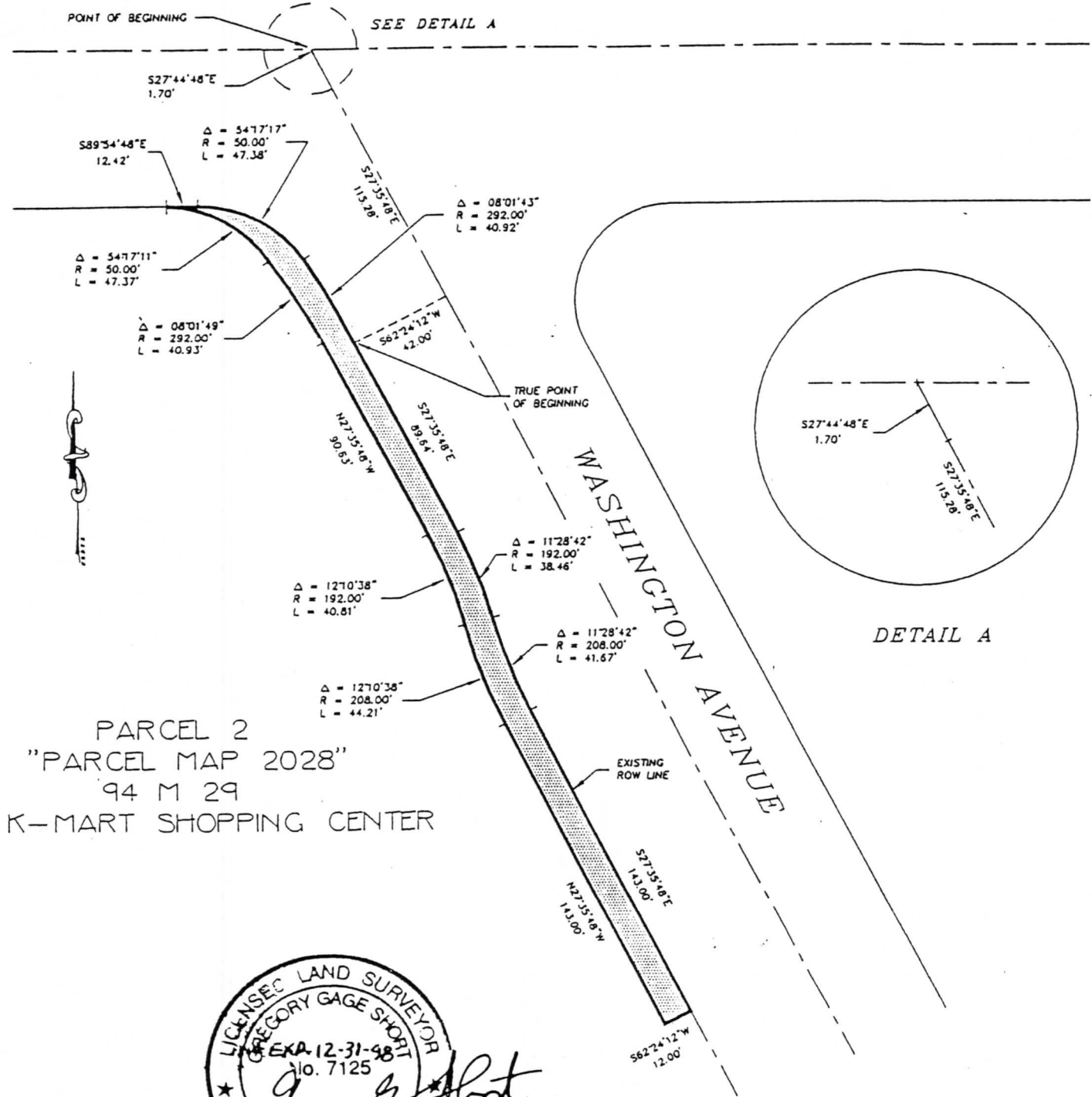
Code Area: 10-035; A.P.N.: 007B-1139-006;
Event Date: April 25, 1993
1ST INSTALLMENT: \$569.48 PAID
2ND INSTALLMENT: \$569.48 PAID
Exemption: none
Net SA: \$644,900.00
Tracer No.: 504608-00; Tax Rate: 1.0389

SUPPLEMENTAL COLLECTIONS:

Code Area: 10-035; A.P.N.: 077B-1139-006;
Event Date: April 25, 1993
1ST INSTALLMENT: \$3,343.80 PAID
2ND INSTALLMENT: \$3,343.80 PAID
Exemption: none
Net SA: \$644,900.00
Tracer No.: 504609-00; Tax Rate: 1.0370

FLORESTA BLVD.

HALCYON DRIVE



DETAIL A



LD 95-1
AREA = 4,362 SF
APN 77B-1139-6

CADD FILE: D:\DWG3\K-MART.DWG

CITY OF SAN LEANDRO

NO.	REVISIONS	DATE	STREET DEDICATION PLAT 250 FLORESTA BOULEVARD			APPROVED							
						 City Engineer, R.C.E. No. 35935							
DRAWN	BGC	CHECKED	CS	DATE	2-9-95	SCALE	1" = 60'	SHEET	1 OF 1	DWG. NO.	1251	CASE	1602