



Koo
(1359)

ASSESSMENT APPEALS BOARD

CANCELLATION OF TAXES

Date: May 9, 2003

In reply, refer to CT No(s):

2002-93091 & 2002-93092

Reference Number: 75-164-25 & 75-16-14

SAN LEANDRO, CITY OF
ATTN: MARIAN HANDA, CITY CLERK
CIVIC CENTER
835 E. 14TH STREET
SAN LEANDRO, CA 94577-3767

CITY OF SAN LEANDRO

MAY 12 2003

CITY CLERK'S OFFICE

CANCELLATION OF TAXES

SUBJECT: Request for Cancellation of Taxes

Enclosed is a copy of the Assessor's Report (Exhibit #2002-93091 & 2002-93092) 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,

Crystal K. Hishida, Clerk of the Board
ASSESSMENT APPEALS BOARD

By: Sonia White
Deputy Clerk

Encl.

cc: Tax Collector, QIC 20114



OFFICE OF ASSESSOR
COUNTY OF ALAMEDA

1221 Oak St., County Administration Building
Oakland, California 94612-4288
(510) 272-3787 / FAX (510) 272-3803

RON THOMSEN
ASSESSOR

MEMORANDUM

DATE: APRIL 2 2003
TO: PATRICK O'CONNELL, AUDITOR-CONTROLLER
FROM: RON THOMSEN, ASSESSOR
SUBJECT: CANCELLATION OF TAXES SPECIFIED BY REVENUE AND TAXATION CODE, SECTION 4986
FOR 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 Affected	Assessment Roll Account No.	Portion/ All	Assessed Value
2001-508103, → 12-31-01.	01-02	75-16-14	ALL	Land
RE-RECORDED 2002-314243, 7-23-02.				Imp.
				Land
				Imp.
				Land
				Imp.
				Land
				Imp.
				Land
				Imp.
				Land
				Imp.

Request prepared by R. Pien Date 4-2-03 Exhibit No. 2002-93092.



CITY MANAGER

JAN 24 2003

ASSESSMENT APPEALS BOARD

CANCELLATION OF TAXES

Date: January 22, 2003

In reply, refer to CT No(s): 2002-93091 & 2002-93092

Reference Number: 75-164-25 & 75-16-14

Previous Owner: LARSEN & KOO

TO: Assessor, Attn: Mapping Section, QIC 20116

FROM: Clerk of the Board

SUBJECT: Request for Cancellation of Taxes *Yfarson*

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>
SAN LEANDRO, CITY	2002310545	75-164-25	12/02/2002
OF	2001508103	75-16-14	11/26/2002

This is referred to you for processing.

cc:

SAN LEANDRO, CITY OF
ATTN: MARIAN HANDA, CITY CLERK
CIVIC CENTER, 835 E14TH ST.
SAN LEANDRO, CA: 94577

Pro-rata check YES ☒ NO ☐ AMOUNT \$ _____ Date Rec'd. _____ Date Sent to TxColl. _____

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



November 26, 2002

The Honorable Board of Supervisors
County of Alameda
1221 Oak Street
Oakland, CA 94612

RE: Cancellation of Taxes

Dear Board of Supervisors:

The City Council of the City of San Leandro has acquired fee title to the real property described in the attached legal description and all improvements thereon.

Title was taken by deed from Anna Koo, as Trustee of the Anna Koo Family Trust, UDT, a portion of 320-324 W. Estudillo Avenue; San Leandro, CA; APN 075-0016-014-00

and recorded in the Official Records of the County of Alameda under the County Recorder's Serial No. 2001508103 on December 31, 20 01.

It is requested that your Honorable Board will:

1. ☒ Cancel taxes on the above property.
2. ☐ Accept the attached Check No. _____ made by _____ in the amount of \$_____, to cover the accrued current real property taxes to the above date of recordation (included in the check amount is any current personal property taxes which are secured by a lien on the real property) and cancel the current lien from that date on, as provided in Section 4986 of the Revenue and Taxation Code.
3. ☐ Refund to this City Council the unearned portion of the current property taxes, as provided for in Section 1268.440 of the Code of Civil Procedure, in the sum of \$_____.

Upon your approval, we would appreciate receiving a certified copy of the adopting resolution.

Sincerely,

Marian Handa

Marian Handa
City Clerk

Enclosures: 2

cc: U. Udemezue, Director, Engineering & Transportation

G:\CLERK\AA\COUNTY\021125.ALCO-Koo.ltr.doc

Shelia Young, Mayor

City Council:

Orval "OB" Badger;
Garry A. Loeffler;

Bob Glaze;
Glenda Nardine;

Surlene G. Grant;
Tony Santos



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



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Sincerely,

Marian Handa

Marian Handa
City Clerk

Enclosures: 2

cc: U. Udemezue, Director, Engineering & Transportation

G:\CLERK\AAIT\COUNTY\021125.ALCO-Koo.ltr.doc

Shelia Young, Mayor

City Council:

Orval "OB" Badger;
Garry A. Loeffler;

Bob Glaze;
Glenda Nardine;

Surlene G. Grant;
Tony Santos



(1-359)

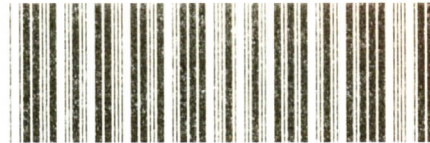
RECORDING REQUESTED BY:

CITY OF SAN LEANDRO

WHEN RECORDED, MAIL TO:

CITY CLERK'S OFFICE
CITY OF SAN LEANDRO
835 E. 14TH STREET
SAN LEANDRO, CA 94577

2002314243 07/23/2002 11:01 AM
OFFICIAL RECORDS OF RECORDING FEE: 0.00
ALAMEDA COUNTY
PATRICK O'CONNELL



4 PGS

4
RD

The Space Above This Line For Recorder's Use Only

CITY OF SAN LEANDRO

AUG 19 2002

CITY CLERK'S OFFICE

GRANT DEED

320-324 W. Estudillo Avenue, San Leandro, CA 94577

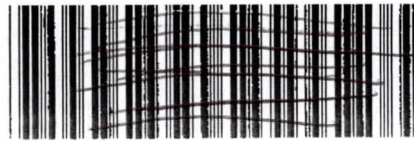
Re-recording to add Certificate of Acceptance

This page added to provide adequate space for recording information
(Govt. Code 27361.6)
(Additional Recording Fee Applies)

17
RECORDING REQUESTED BY:
Fidelity National Title Company
Escrow No 427175-M"O
Title Order No 00427175

When Recorded Mail Document
and Tax Statement To:
City of San Leandro
835 Eeath 14th Street
San Leandro, CA 94577

2001508103 12/31/2001 08:30 AM
OFFICIAL RECORDS OF RECORDING FEE 7 00
ALAMEDA COUNTY COUNTY TAX 528 00
PATRICK O'CONNELL



1 PG

Rob
T. Ortiz

APN: 075-0016-014

GRANT DEED

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s)
Documentary transfer tax is \$528.00

- [X] computed on full value of property conveyed, or
[] computed on full value less value of liens or encumbrances remaining at time of sale,
[] Unincorporated Area City of San Leandro

city tax unpaid

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Anna Koo, as Trustee of the Anna Koo Family Trust, U D T (Under Declaration of Trust) dated June 15, 2001

hereby GRANT(S) to City of San Leandro, A Municipal Corporation

the following described real property in the City of San Leandro
County of Alameda, State of California.

Lot J, Block 15, Town of San Leandro, filed February 27, 1855, Map Book 2, Page 43, Alameda County Records.

Assessor's Parcel No: 075-0016-014

DATED December 19, 2001

STATE OF CALIFORNIA
COUNTY OF Alameda
ON December 27, 2001 before me,
M.B. Ortiz, Notary personally appeared
ANNA KOO

Anna Koo, as Trustee of the Anna Koo Family Trust,
U D T (Under Declaration of Trust) dated June 15,
2001

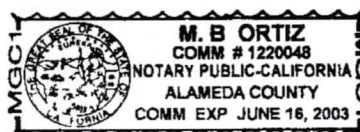
By Anna Koo, Trustee
Anna Koo, Trustee

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

[Handwritten signature]



MAIL TAX STATEMENTS AS DIRECTED ABOVE

This is to certify that this is a
true copy of the document
on file in this office.

ATTEST: JUN 25 2002


COUNTY RECORDER
ALAMEDA COUNTY, CALIFORNIA

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by Deed or Grant, dated December 19, 2001, from Anna Koo 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. 2001-212, adopted by the City Council of the City of San Leandro on December 17, 2001, 1997, and the grantee consents to recordation thereof by its duly authorized officer.

Dated:



(Seal)



Gayle Petersen
City Clerk of the City of San Leandro

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



November 26, 2002

The Honorable Board of Supervisors
County of Alameda
1221 Oak Street
Oakland, CA 94612

RE: Cancellation of Taxes

Dear Board of Supervisors:

The City Council of the City of San Leandro has acquired fee title to the real property described in the attached legal description and all improvements thereon.

Title was taken by deed from Anna Koo, as Trustee of the Anna Koo Family Trust, UDT, a portion of 320-324 W. Estudillo Avenue; San Leandro, CA; APN 075-0016-014-00

and recorded in the Official Records of the County of Alameda under the County Recorder's Serial No. 2001508103 on December 31, 2001.

It is requested that your Honorable Board will:

1. ☒ Cancel taxes on the above property.
2. ☐ Accept the attached Check No. _____ made by _____ in the amount of \$_____, to cover the accrued current real property taxes to the above date of recordation (included in the check amount is any current personal property taxes which are secured by a lien on the real property) and cancel the current lien from that date on, as provided in Section 4986 of the Revenue and Taxation Code.
3. ☐ Refund to this City Council the unearned portion of the current property taxes, as provided for in Section 1268.440 of the Code of Civil Procedure, in the sum of \$_____.

Upon your approval, we would appreciate receiving a certified copy of the adopting resolution.

Sincerely,

Marian Handa

Marian Handa
City Clerk

Enclosures: 2

cc: U. Udemezue, Director, Engineering & Transportation

G:\CLERK\AAII\COUNTY\021125.ALCO-Koo.ltr.doc

Shelia Young, Mayor

City Council:

Orval "OB" Badger;
Garry A. Loeffler;

Bob Glaze;
Glenda Nardine;

Surlene G. Grant;
Tony Santos



(1-359)

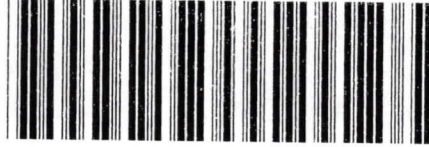
2002314243 07/23/2002 11:01 AM
OFFICIAL RECORDS OF RECORDING FEE: 0.00
ALAMEDA COUNTY
PATRICK O'CONNELL

RECORDING REQUESTED BY:

CITY OF SAN LEANDRO

WHEN RECORDED, MAIL TO:

CITY CLERK'S OFFICE
CITY OF SAN LEANDRO
835 E. 14TH STREET
SAN LEANDRO, CA 94577



4 PGS

4
RD
The Space Above This Line For Recorder's Use Only

CITY OF SAN LEANDRO

AUG 1 9 2002

CITY CLERK'S OFFICE

GRANT DEED

320-324 W. Estudillo Avenue, San Leandro, CA 94577

Re-recording to add Certificate of Acceptance

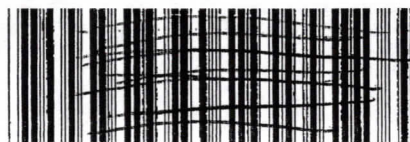
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(Govt. Code 27361.6)
(Additional Recording Fee Applies)

17

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Title Order No 00427175

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835 Eeath 14th Street
San Leandro, CA 94577

2001508103 12/31/2001 08:30 AM
OFFICIAL RECORDS OF RECORDING FEE 7 00
ALAMEDA COUNTY COUNTY TAX 528 00
PATRICK O'CONNELL



1 PG

2003
T R C R
1

APN: 075-0016-014

GRANT DEED

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COUNTY OF Alameda
ON December 27, 2001 before me,
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ANNA KOO

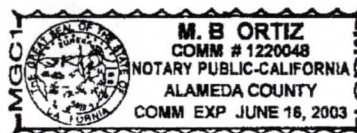
Anna Koo, as Trustee of the Anna Koo Family Trust,
U D T (Under Declaration of Trust) dated June 15,
2001

By Anna Koo, Trustee
Anna Koo, Trustee

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]
true copy of the document
on file in this office



NOTARY PUBLIC
JAN 2 2002

MAIL TAX STATEMENTS AS DIRECTED ABOVE

CERTIFICATE OF ACCEPTANCE

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Dated:



Gayle Petersen
Gayle Petersen
City Clerk of the City of San Leandro

Date, reprint & have
JLD sign, & send
w/2 copies of the
recorded "Grant Deed"

Wait for recorded
Grant Deed

August _____, 2002

(1-359)

The Honorable Board of Supervisors
County of Alameda
1221 Oak Street
Oakland, California 94612

Subject: Cancellation of Taxes

Gentlemen:

The City Council of the City of San Leandro has acquired fee title to the real property described in the attached legal description and all improvements thereon.

Title was taken by deed from Anna Koo, as Trustee of the Anna Koo Family Trust, UDT, a
portion of 320-324 W. Estudillo Avenue; San Leandro, CA; APN 075-0016-014-00

and recorded in the Official Records of the County of Alameda under the County Recorder's
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It is requested that your Honorable Board will:

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provided for in Section 1268.440 of the Code of Civil Procedure, in the sum of
\$_____.

Upon your approval, we would appreciate receiving a certified copy of the adopting resolution.

Very truly yours,

Jacquelyn Diaz
Interim City Clerk

JLD:dd

Enclosures

F:\COUNTY\CANCLTAX.FM1-18

From: Tara Peterson
To: Debbie Dettmer; Jeff Goldfien; Liane M. Randolph
Date: 7/23/02 12:03PM
Subject: Success!

Thanks to Jeff, I was able to get the Certificate of Acceptance and certified copy of the Grant Deed for 320-324 W. Estudillo recorded this morning.

When returned by the County, this will be the City's only proof of ownership since the original Grant Deed was lost.

From: Debbie Dettmer
To: McCluckie, Margaret; Peterson, Tara
Date: 6/25/02 2:39PM
Subject: Re: 320 Estudillo

Tara:

I don't know, I've looked but can't find or remember this happening since I've been here.

I suggest you call the Assessor's Office to find out from them what you need to do to "retroactively cancel the taxes," effective as of the date of the transfer of title.

Also, I'd think the title co. would, routinely, discover that taxes were owing at the time of sale, calculate them, issue a check and send it to you to cover those taxes. If they didn't look at the "taxes" portion, maybe you can ask them to do so, calculate what the taxes should have been, and cut a check for the amount. (Also, I guess you'd need to ask John whether we or the seller were supposed to pay the taxes. If the seller was to have paid it and didn't follow through, you'd need to know and follow up with the seller. I don't know how we'd know what the agreement was without asking JJ. ????)

Then you'd forward the check to me, along with a cover memo (indicating the seller's name, address(es), APN(s)), requesting that I "cancel future taxes," upon my receipt of the recorded Deed from Alameda County.

Once I receive the "recorded Deed" from Alameda County, I'd send the check provided by you, along with our cover letter and a copy of the recorded Deed, to the Alameda County Supervisors, requesting cancellation of future taxes. Once they approve same, they forward our request and their approval to the Assessor's Office to "cancel the taxes." Eventually, the Assessor's Office sends me "confirmation" that the taxes were canceled.

>>> Tara Peterson 06/24/02 09:21AM >>>

I understand that when I purchase property, I do. But I didn't purchase this. Debbie, please advise. Thanks.

>>> Margaret McCluckie 06/24/02 09:14AM >>>

OOPS...that's what happens when I don't have my coffee. You're right, address is 320 West Estudillo and the APN is 75-16-14. Since we own it, who processes the request to the County for elimination of the taxes?

mmc

>>> Tara Peterson 06/24/02 08:50AM >>>

The short answer to your question is no. I think you have an incorrect APN and address.

However, John acquired 075-0016-014 - aka 320-324 W. Estudillo Avenue in December. This is the one I was told about that didn't get the deed recorded properly. I have been working on it since March to get the original deed, but that doesn't look like it is going to happen. I am working with Placer Title to get a copy of the grant deed and our certificate of acceptance recorded. I hope to have this done in a couple of weeks.

Please confirm the property information and let's ask Debbie Dettmer for advise on how to fix the tax issue.

>>> Margaret McCluckie 06/24/02 08:41AM >>>

Tara: Do we own 320 Estudillo, APN 75-16-4?

I've received a property tax bill. Please advise.

From: Tara Peterson
To: Debbie Dettmer; Margaret McCluckie
Date: 6/24/02 9:22AM
Subject: Re: 320 Estudillo

I understand that when I purchase property, I do. But I didn't purchase this. Debbie, please advise.
Thanks.

>>> Margaret McCluckie 06/24/02 09:14AM >>>

OOPS...that's what happens when I don't have my coffee. You're right, address is 320 West Estudillo and the APN is 75-16-14. Since we own it, who processes the request to the County for elimination of the taxes?

mmc

>>> Tara Peterson 06/24/02 08:50AM >>>

The short answer to your question is no. I think you have an incorrect APN and address.

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I've received a property tax bill. Please advise.

mmc

CITY OF SAN LEANDRO

MEMORANDUM

CITY OF SAN LEANDRO
JUL 10 2002
CITY CLERK'S OFFICE

DATE: July 9, 2002
TO: Gayle Petersen, City Clerk
FROM: Tara Peterson, Administrative Analyst - Engineering & Transportation
SUBJECT: Grant Deed Submittal and Tax Cancellation Request

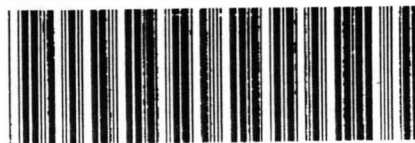
Please find attached a copy of the grant deed for the acquisition of 320-324 W. Estudillo (APN 075-0016-014-00). Unfortunately, the original grant deed seems to have been lost. In addition, the deed was recorded without a Certificate of Acceptance. Liane has been working with the County Recorder to see if we can re-record a copy of the grant deed along with the Certificate of Acceptance. In the meantime, she felt that we should have the taxes cancelled.

I do not know the status of the taxes at this time.

17
RECORDING REQUESTED BY:
Fidelity National Title Company
Escrow No 427175-M"O
Title Order No 00427175

When Recorded Mail Document
and Tax Statement To:
City of San Leandro
835 Eeath 14th Street
San Leandro, CA 94577

2001508103 12/31/2001 08:30 AM
OFFICIAL RECORDS OF RECORDING FEE 7 00
ALAMEDA COUNTY COUNTY TAX 528 00
PATRICK O'CONNELL



1 PG

Rob
T
D

APN: 075-0016-014

GRANT DEED

SPACE ABOVE THIS LINE FOR RECORDER'S USE

city tax unpaid

The undersigned grantor(s) declare(s)

Documentary transfer tax is \$528.00

- [X] computed on full value of property conveyed, or
[] computed on full value less value of liens or encumbrances remaining at time of sale,
[] Unincorporated Area City of San Leandro

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Anna Koo, as Trustee of the Anna Koo Family Trust, U D T (Under Declaration of Trust) dated June 15, 2001

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Assessor's Parcel No: 075-0016-014

DATED December 19, 2001

STATE OF CALIFORNIA

COUNTY OF Alameda

ON December 27, 2001 before me,

M.B. Ortiz, Notary personally appeared

ANNA KOO

Anna Koo, as Trustee of the Anna Koo Family Trust,
U D T (Under Declaration of Trust) dated June 15,
2001

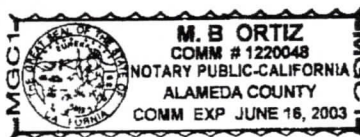
By:

Anna Koo, Trustee

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

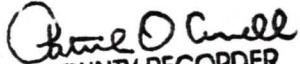
Signature



MAIL TAX STATEMENTS AS DIRECTED ABOVE

This is to certify that this is a
true copy of the document
on file in this office.

ATTEST: JUN 25 2002


COUNTY RECORDER
ALAMEDA COUNTY, CALIFORNIA

File No.:	1-359
Name (Previous Owner):	Koo, Anna, as Trustee of the Anna Koo Family Trust, UDT
Assessor's Parcel No.:	075-0016-014-00
Address of Property:	320-324 W. Estudillo Avenue
Year:	2001

G. Report on Closed Session Actions Taken.

The City Attorney reported the following City Council Closed Session actions:

- (1) Minute Order No. 2001-99, Matter of Closed Session Item 3.B, Regarding the Possible Purchase of Property at 322 and 324 W. Estudillo Avenue.

The City Council, in Closed Session, took action to authorize staff to purchase the property at 322 and 324 W. Estudillo Avenue for \$480,000.

- (2) Minute Order No. 2001-100, Matter of Closed Session Item 3.C, Regarding Public Employee Performance Evaluation, City Manager.
(1502)

The City Council, in Closed Session, took action to extend the City Manager's contract for three (3) months to March 31, 2002, under the original Terms and Conditions.

9. CITY COUNCIL COMMENTS

(See Minutes)

10. ADJOURN

The City Council adjourned its meeting at 10:00 p.m. in Memory of Karen Gordon and Fred Collins.

04-15-02 - Spoke w/ Tara P.
She said the Title Co.
is backlogged & it
will be "... months
before we get the
recorded deed."
[She said "June"]

F/U
06/29

02-27-02
Re: 392-340
W. Estate
Property
Realtor:
w/SS. (gave to
Tara 02-27-02.
Tara to file w/Title
Co. to get Deed.
(Per TS conversation w/
Title Co., they could not find
the file. Also, Ala. Co.
rejected the Deed for
recor dation because there
was no "Cert. of Accep."
Tara to file.
del

REQUISITION

DATE OF REQUISITION <u>12/21/01</u>	DEPARTMENT <u>CMO</u>	DATE OF DELIVERY NEEDED <u>12/21/01</u>	DEPARTMENTAL REQUISITION NUMBER <u>92887</u>
--	--------------------------	--	---

DELIVER TO

- ☐ CITY HALL, 835 E. 14th Street
☐ PUBLIC WORKS SERVICE CENTER, 14200 Chapman Road
☐ WATER POLLUTION CONTROL PLANT, 3000 Davis Street
☐ COMMUNITY LIBRARY CENTER, 300 Estudillo Avenue
☐ SHORELINE MAINTENANCE FACILITY, 2599 Fairway Drive
☐ OTHER: _____

- ☐ WILL PICK UP
☐ HAVE PICKED UP
☐ GOODS ALREADY DELIVERED
☐ CONFIRMS PHONE REQUEST

DATE _____

P.O. No. _____

QUANTITY	UNIT	DESCRIPTION OF SERVICES OR ITEMS	CHARGE TO ACCOUNT CODE			PURCHASING USE ONLY	
			FUND	ACTIVITY	ITEM	UNITS PRICE	EXTENSION
		PURCHASE PROPERTY AT 322-324 W. ESTUDILLO <i>approved by City Council/agency minute order 12/17/01.</i> ① acquisition of land + building for use as museum + art gallery. Charge to Redevelopment Agency Playa Project account. (wire transfer funds) ② Transfer ^{with} \$5,000 deposit to some <i>accounting entry</i> account for total purchase cost of \$497,229.30.	961-	84-001-	7210	492,229.30	

☐ An approved budget item☒ Not an approved item, appropriation transfer within budget

City Manager Approval

Accounting Approval

☒ Not an approved item, requires additional appropriation

City Manager Approval

VENDOR <u>FIDELITY NAT'L TITLE CO.</u> NO. 1 _____ ☐ _____ VENDOR _____ NO. 2 _____ ☐ _____ VENDOR _____ NO. 3 _____ ☐ _____		FOB ☐ DESTINATION ☐ FACTORY ☐ SAME. FRT ALLOWED ☐ OTHER _____ DELIVERY _____	TERMS OF SALE ☐ 1/2 % ☐ 10 DAYS ☐ 1 % ☐ 20 DAYS ☐ 2 % ☐ 30 DAYS ☐ NET ☐ 10th PROX. ☐ OTHER _____
---	--	---	--

I hereby certify that the items requested are necessary for the operation of this department.

REQUESTED BY

DEPARTMENT HEAD
AUTHORIZED SIGNATURE

DATE

12/21/01



Fidelity National Title Company

39650 Liberty Street, #120 • Fremont, CA 94538
(510) 851-8900 • FAX (510) 851-1531

Henry

DATE: December 18, 2001
ESCROW NO: 427175-M"O
ESCROW OFFICER: Marian "May" Ortiz

TIME: 13:32:39

CLOSING DATE: December 21, 2001

BUYER ESTIMATED CLOSING STATEMENT

SELLER(S): Anna Koo, as Trustee of the Anna Koo Family Trust, U D T (Under Declaration of Trust)
dated June 16, 2001

BUYER(S): City of San Leandro, A Municipal Corporation

PROPERTY: 320-324 West Estudillo Avenue, San Leandro, CA 94577

	\$ DEBITS	\$ CREDITS
FINANCIAL:		
Total Consideration	480,000.00	
Deposit - City of San Leandro		5,000.00
PRORATIONS/ADJUSTMENTS:		
Prepaid County Taxes at \$2,309.34 Semi-Annual from 12/21/01 to 01/01/02	128.30	
TITLE CHARGES:		
CLTA Standard Policy - 1990 Form for 480,000.00	1,316.00	
Documentary Transfer Tax	528.00	
Recording Deed	29.00	
ESCROW CHARGES		
Escrow Fee	778.00	
Courier Fees	50.00	
COMMISSIONS:		
Selling Brokers Commission to Deadrich Real Estate 3.00%	14,400.00	
ESTIMATED BALANCE DUE ESCROW		\$ 492,229.30
ESTIMATED TOTALS	\$ 497,229.30	\$ 497,229.30

*OK 12/20/01
RA purchase
of property*

The Undersigned hereby instruct and authorize Escrow Holder to disburse proceeds/refund as follows:

[] TRANSFER [] All Net Proceeds/Refund, or [] \$ _____ to _____

ATTN: _____

ESCROW NO: _____
[] HOLD check for PICK UP
[] CALL when check is ready for PICK UP, PHONE NUMBER _____
[] WIRE funds to (Bank Name) _____
Address _____
Routing No. _____
Account No. _____

12/12/01 16:38 FAX 510 838 8630

MASON McDUFFIE FIN CORP

001



AMERICAN INDUSTRIAL REAL ESTATE ASSOCIATION

PROPERTY INFORMATION SHEET

(Non-Residential)

PREFACE:

Purpose: This Statement is NOT a warranty as to the actual condition of the Property/Premises. The purpose is, instead, to provide the brokers and the potential buyer/lessee with important information about the Property/Premises which is currently in the actual knowledge of the Owner and which the Owner is required by law to disclose.

Actual Knowledge: For purposes of this Statement the phrase 'actual knowledge' means: the awareness of a fact, or the awareness of sufficient information and circumstances so as to cause one to believe that a certain situation or condition probably exists.

TO WHOM IT MAY CONCERN:

ANNA KOO ("Owner"),
owns the Property/Premises commonly known by the street address of 320-324 W Estudillo
located in the City of San Leandro County
of Alameda State of CA
and generally described as (describe briefly the nature of the premises or property) 6000 sq ft of Commercial Building

(herein after "Property"), and certifies that:

1. **Material Physical Defects.** Owner has no actual knowledge of any material physical defects in the Property or any improvements and structures thereon, including, but not limited to the roof, except (if there are no exceptions write "NONE"): water from the roof drips through the holes on the west wall of the property.

2. Equipment.

A. Owner has no actual knowledge that the heating, ventilating, air conditioning, plumbing, loading docks, electrical and lighting systems, life safety systems, security systems and mechanical equipment existing on the Property as of the date hereof, if any, are not in good operating order and condition, except (if there are no exceptions write "NONE"): none

B. Owner has no actual knowledge of any leases, financing agreements, liens or other agreements affecting any equipment which is being included with the Property, except (if there are no exceptions write "NONE"): none

3. **Soil Conditions.** Owner has no actual knowledge that the Property has any slipping, sliding, settling, flooding, ponding or any other grading drainage or soil problems, except (if there are no exceptions write "NONE"): none

4. **Utilities.** Owner represents and warrants that the Property is served by the following utilities (check the appropriate boxes) ☒ public sewer system and the cost of installation thereof has been fully paid ☐ private septic system, ☒ electricity, ☒ natural gas, ☒ domestic water, ☒ telephone, and ☐ other: electricity

5. **Natural Hazard Zone.** Owner has no actual knowledge that the Property is located within a delineated flood, earthquake, or other natural hazard zone, except (if there are no exceptions write "NONE"): none

6. **Compliance With Laws.** Owner has no actual knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes, or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable government agency or of any casualty insurance company that any work of investigation, remediation, repair, maintenance or improvement is to be performed on the Property, except (if there are no exceptions write "NONE"): none

7. Hazardous Substances.

A. Owner has no actual knowledge of the Property ever having been used as a waste dump, of the past or present existence of any above or below ground storage tanks on the Property, or of the current existence on the Property of asbestos, transformers containing PCB's or any hazardous, toxic or infectious substance whose nature and/or quantity of existence, use, manufacture or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare, except (if there are no exceptions write "NONE"): do not know

B. Owner represents and warrants that it is not currently, and never has been engaged in the business of hauling waste, and never stored hazardous substances on the Property, except (if there are no exceptions write "NONE"): none

12/12/01 16:40 FAX 510 839 9630

MASON McDUFFIE FIN CORP

002

8. Fire Damage. Owner has no actual knowledge of any structure on the Property having suffered material fire damage, except (if there are no exceptions write "NONE"). none

9. Actions, Suits or Proceedings. Owner has no actual knowledge that any actions, suits or proceedings are pending or threatened before any court, arbitration tribunal, governmental department, commission, board, bureau, agency or instrumentality that would affect the Property or the right or ability of an owner or tenant to convey, occupy or utilize the Property, except (if there are no exceptions write "NONE"):

owner made complaint to the Contractor Board because the holes in the wall made by the roofer

10. Governmental Proceedings. Owner has no actual knowledge of any existing or contemplated condemnation, environmental, zoning, redevelopment agency plan or other land use regulation proceedings which could detrimentally affect the value, use and operation of the Property, except (if there are no exceptions write "NONE"):

sell to the City of S. L.

11. Unrecorded Title Matters. Owner has no actual knowledge of any encumbrances, covenants, conditions, restrictions, easements, licenses, liens, charges or other matters which affect the title of the Property that are not recorded in the official records of the county recorder where the Property is located, except (if there are no exceptions write "NONE"):

none

12. Leases. Owner has no actual knowledge of any leases, subleases or other tenancy agreements affecting the Property except (if there are no exceptions write "NONE"):

none

13. Options. Owner has no actual knowledge of any options to purchase, rights of first refusal, rights of first offer or other similar agreements affecting the Property, except (if there are no exceptions write "NONE"):

none

14. Other. (It will be presumed that there are no additional items which warrant disclosure unless they are set forth herein).

The statements herein will be relied upon by brokers, buyers, lessees, lenders and others. Therefore, Owner and/or the Owner's Property Manager has reviewed and modified this printed statement as necessary to accurately and completely state all the known material facts concerning the Property. To the extent such modifications are not made, this statement may be relied upon as printed. This statement, however, shall not relieve a buyer or lessee of responsibility for independent investigation of the Property. Owner agrees to promptly notify, in writing, all appropriate parties of any material changes which may occur in the statements contained herein from the date this statement is signed until title to the Property is transferred, or the lease is executed.

Date: 12-12, 2001
(Fill in date of execution)

"OWNER"

Anna Koo

By:

Name Printed:

ANNA KOO

Title:

Buyer/lessee hereby acknowledges receipt of a copy of this Property Information Sheet on:

[Signature]
City Manager City of San Leandro

By:

Name Printed:

Henry D. [Signature]

Title:

Agent San Leandro

12/10/01 15:29 FAX 510 539 8630

MASON McDUFFIE FIN CORP

001

P.002

DEC. 10' 01 (MON) 11:33

DEADRICH REAL ESTATE

TEL:15106323452



CALIFORNIA
ASSOCIATION
OF REALTORS®

CONTRACT ADDENDUM No. B

The following terms and conditions are hereby incorporated in and made a part of the: ☒ ~~Residential~~ ^{Commercial} Purchase Agreement and Receipt for Deposit, ☐ Manufactured Home Purchase Contract and Receipt for Deposit, ☐ Business Purchase Contract and Receipt for Deposit, ☐ other _____
dated August 31, 2001, on property known as: 320-324 West Estudillo Avenue, San Leandro, CA
in which The City of San Leandro is referred to as Buyer
and Anna Koo is referred to as Seller.

Purchase Price to be: \$480,000.00

Purchaser to pay 3% brokerage fee to DEADRICH REAL ESTATE.

Close of Escrow to be within 5 days after San Leandro City Council approval on
December 17, 2001.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date December 10, 2001

Date 12-12-01

Buyer [Signature]

Seller Anna Koo

Buyer _____

Seller _____

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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PRINT DATE
A OCT 87

OFFICE USE ONLY
Reviewed by Broker
or Designee _____
Date _____



MASTER COPY
FORM PB-11 REVISED 10/97



Fidelity National Title Company

PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Fidelity National Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.*

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Exhibit A attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

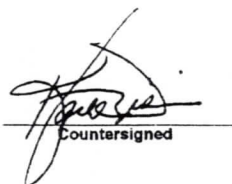
This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The Policy(s) of title insurance to be issued hereunder will be policy(s) of Fidelity National Title Insurance Company, a California Corporation.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Fidelity National Title Company


Countersigned



BY



President

ATTEST



Secretary



Fidelity National Title Company

39650 Liberty Street #120 • Fremont, CA 94538
(510) 651-8900 • FAX (510) 651-1531

PRELIMINARY REPORT

ESCROW OFFICER: Marian "May" Ortiz
TITLE OFFICER: Roger Birkey

ORDER NO.: 427175

LOAN NO.:

TO: Burke Commercial R.E.
2030 Franklin Street, 4th Floor
Oakland, CA 94612

ATTN: Stephen Burke

SHORT TERM RATE: yes

PROPERTY ADDRESS: 320-324 West Estudillo Avenue, San Leandro, California

EFFECTIVE DATE: August 29, 2001, 07:30 A.M.

The form of Policy or Policies of title insurance contemplated by this report is:

California Land Title Association Standard Coverage Policy - 1990
American Land Title Association Loan Policy (10-17-92) with A.L.T.A. Form 1 Coverage

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Anna Koo, as Trustee of the Anna Koo Family Trust, U D T (Under Declaration of Trust)
dated June 15, 2001

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

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

RM\md 09/22/2001

EXHIBIT "ONE"

Lot J, Block 15, Town of San Leandro, filed February 27, 1855, Map Book 2, Page 43,
Alameda County Records.

Assessor's Parcel No: 075-0016-014

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2001-2002.
2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (Commencing with Section 75) of the Revenue and Taxation code of the State of California.
3. Any invalidity or defect in the title of the vestees in the event that the trust referred to herein is invalid or fails to grant sufficient powers to the trustee(s) or in the event there is a lack of compliance with the terms and provisions of the trust instrument.

If title is to be insured in the trustee(s) of a trust, (or if their act is to be insured), this Company will require a **Trust Certification pursuant to California Probate Code Section 18100.5**. The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.
4. We find various Liens and Judgments, that are of record against persons with similar or the same name as that of our vestee(s) shown herein. In order to complete this report, this Company requires a **Statement of Information** to be provided for the following vestee(s), which may allow and assist elimination of some or all of said Liens and Judgments. After review of the requested Statement(s) of Information, the Company reserves the right to add additional items or make further requirements prior to the issuance of any Policy of Title Insurance.

Vestee(s): Vestee

END OF ITEMS

- Note 1.** Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts are:

APN:	075-0016-014
Fiscal year	2000-2001
1st Installment:	\$1,393.76 PAID
2nd Installment:	\$1,393.76 PAID
Land:	\$143,819.00
Improvements:	\$111,603.00
Code Area:	10-024
Tracer No.:	175805-00

- Note 2.** The only deeds affecting said land, which recorded within twenty-four (24) months of the date of this report, as are follows:

Grantor:	Jung Lee
Grantee:	Anna Koo, an unmarried woman
Recorded:	February 29, 2000, Instrument No. 00-061232, of Official Records

- Note 3.** The only deeds affecting said land, which recorded within twenty-four (24) months of the date of this report, as are follows:
- Grantor: Anna Koo
Grantee: Anna Koo, as Trustee of the Anna Koo Family Trust, U D T (Under Declaration of Trust) dated June 1st, 2001
Recorded: July 30, 2001, Instrument No. 01-273944, of Official Records
- Note 4.** None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an Extended Coverage Loan Policy, when issued.
- Note 5.** The Company is not aware of any matters which would cause it to decline to attach the CLTA Endorsement Form 116 indicating that there is located on said land commercial building or buildings known as 320-324 West Estudillo Avenue, San Leandro, CA to an Extended Coverage Loan Policy.
- Note 6.** Your application for title insurance was placed by reference to a street address only. Based on our records, we believe that the description in this report covers the parcel that you requested.
- To prevent errors and to be certain that the proper parcel of land will appear on the documents and on the policy of title insurance, we require written approval of the legal description in this report be sent to this Company, signed by the parties to the transaction.
- Note 7.** The following cities impose a property transfer tax for each \$1,000.00 or fractional part based on full value, as follows:
- San Leandro : \$6.00
Oakland : \$15.00
Albany : \$8.50
Alameda : \$5.40
Piedmont : \$13.00
Berkeley : \$15.00
Hayward : \$4.50
- Note 8.** The name(s) of the buyer(s) furnished with this application for Title Insurance is/are:
- City of San Leandro
- If these names are incorrect, incomplete or misspelled, please notify the Company.
- Note 9.** Section 12413.1, California Insurance Code became effective January 1, 1990. This legislation deals with the disbursement of funds deposited with any title entity acting in an escrow or subescrow capacity. The law requires that all funds be deposited and collected by the title entity's escrow and/or subescrow account prior to disbursement of any funds. Some methods of funding may subject funds to a holding period which must expire before any funds may be disbursed. In order to avoid any such delays, all fundings should be done through wire transfer, certified check or checks drawn on California financial institutions.
- Note 10.** The charge where an order is cancelled after the issuance of the report of title, will be that amount which in the opinion of the Company is proper compensation for the services rendered or the purpose for which the report is used, but in no event shall said charge be less than the minimum amount required under Section 12404.1 of the Insurance Code of the State of California. If the report cannot be cancelled "no fee" pursuant to the provisions of said Insurance Code, then the minimum cancellation fee shall be that permitted by law.

Note 11. California Revenue and Taxation Code Section 18668, effective January 1, 1991, requires that the buyer in all sales of California Real Estate, wherein the Seller shows an out of State Address, withhold 3-1/3% of the total sales price as California State Income Tax, subject to the various provisions of the law as therein contained.

EXHIBIT A

AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- land use
- improvements on the land
- land division
- environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at policy date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- a notice of exercising the right appears in the public records on the Policy Date
- the taking happened prior to the Policy Date and is binding on you if you bought the land without knowledge of the taking

3. Title Risks:

- that are created, allowed, or agreed to by you
- that are known to you, but not to us, on the Policy Date unless they appeared in the public records
- that result in no loss to you
- that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 3 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- to any land outside the area specifically described and referred to in Item 3 of Schedule A or
- in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

SCHEDULE B EXCEPTIONS

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and the expenses resulting from:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.

3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in item 12 of Covered Title Risks.
4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990 EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (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 paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of 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.

SCHEDULE B, PART I EXCEPTIONS FROM COVERAGE

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 1

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 which may be asserted by 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.

EXHIBIT A (CONTINUED)

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92) WITH A.L.T.A. ENDORSEMENT-FORM 1 COVERAGE AND AMERICAN LAND TITLE ASSOCIATION LEASEHOLD LOAN POLICY (10-17-92) WITH A.L.T.A. ENDORSEMENT-FORM 1 COVERAGE EXCLUSIONS FROM COVERAGE

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

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- 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.
- Defects, liens, encumbrances, adverse claims, or other matters:
 - created, suffered, assumed or agreed to by the insured claimant;
 - 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;
 - resulting in no loss or damage to the insured claimant;
 - attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
 - resulting in loss or damage which would not have been sustained if the insured claimant had paid

value for the insured mortgage.

- Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
- 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.
- Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
- Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - to timely record the instrument of transfer; or
 - of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92) AND AMERICAN LAND TITLE ASSOCIATION LEASEHOLD OWNER'S POLICY (10-17-92) 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:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- 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.
- Defects, liens, encumbrances, adverse claims, or other matters:
 - created, suffered, assumed or agreed to by the insured claimant;

(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

- (c) resulting in no loss or damage to the insured claimant;
- (d) attaching or created subsequent to Date of Policy, or
- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
- Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - to timely record the instrument of transfer; or
 - of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above ALTA policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

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:

- 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.
- 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.

- Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- 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.
- (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.

EXHIBIT A
(CONTINUED)

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (6-2-98)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-17-98)
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
 - a. building
 - b. zoning
 - c. Land use
 - d. improvements on Land
 - e. Land division
 - f. environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.

3. The right to take the Land by condemning it, unless:

- a. notice of exercising the right appears in the Public Records at the Policy Date; or
- b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.

4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.

5. Failure to pay value for Your Title.

6. Lack of a right:

- a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
- b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

RESIDENTIAL TITLE INSURANCE POLICY
ONE-TO-FOUR FAMILY RESIDENCE
ENHANCED VERSION (1997)
EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - a. land use;
 - b. improvements on the land;
 - c. land divisions; or
 - d. environmental protection.

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the coverage described in Item 12c and d, 13 and 18 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- a. a notice of exercising the right appears in the public records on the Policy Date; or
- b. the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.

3. Title Risks:

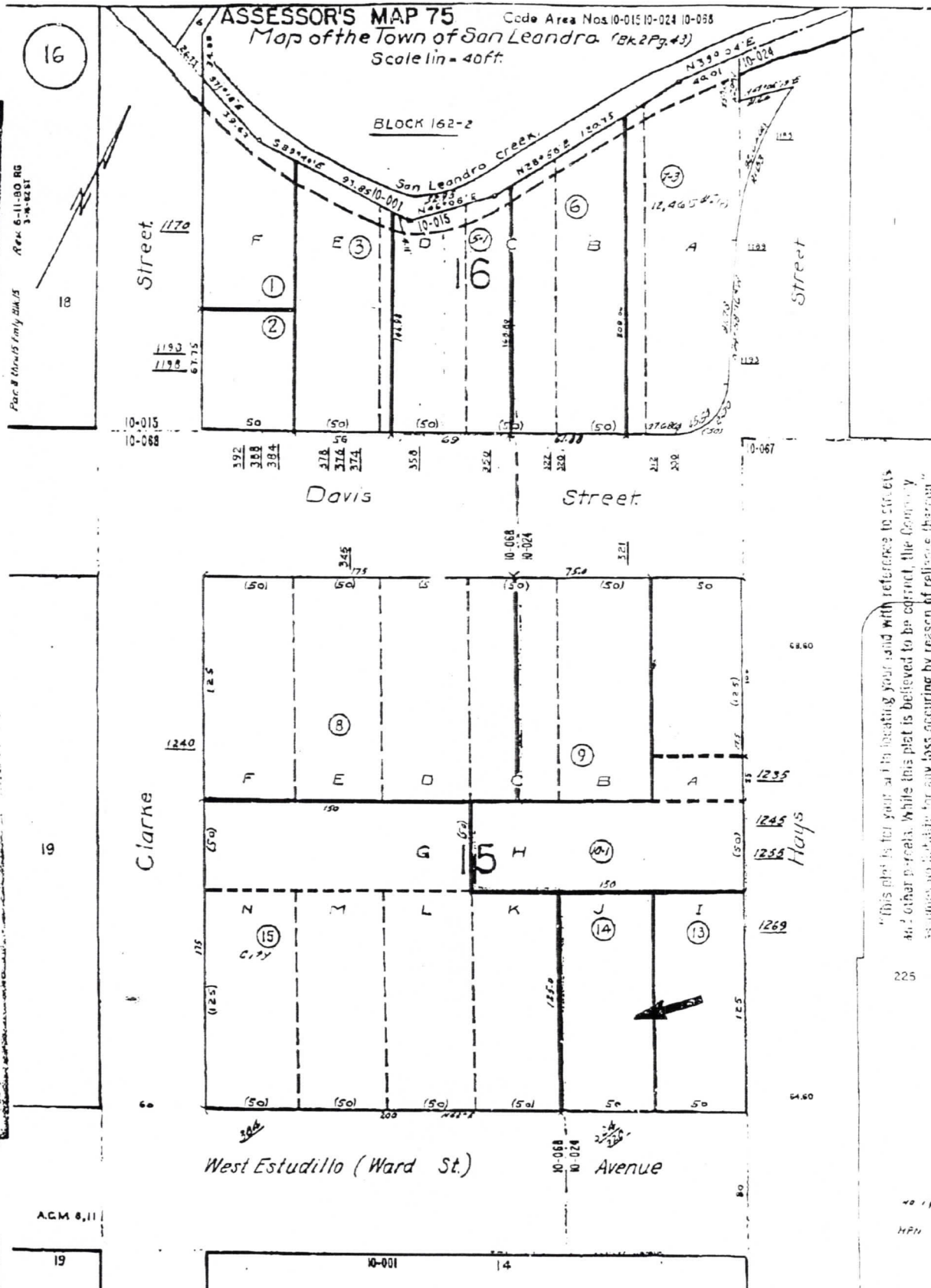
- a. that are created, allowed, or agreed to by you;
- b. that are known to you, but not to us, on the Policy Date - unless they appeared in the public records;
- c. that result in no loss to you; or
- d. that first affect your title after the Policy Date - this does not limit the coverage described in Items 3b, 8, 17 and 19 of Covered Title Risks.

4. Failure to pay value for your title.

5. Lack of a right: (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A or (b) in streets, alleys, or waterways that touch your land.

This exclusion does not limit the coverage described in Items 5 and 12a of the Covered Title Risks.

ASSESSOR'S MAP 75 Code Area Nos 10-015 10-024 10-068
 Map of the Town of San Leandro (Bk 2 Pg. 43)
 Scale 1 in = 40 ft.



"This plat is for your aid in locating your land with reference to cities and other parcels. While this plat is believed to be correct, the Company assumes no liability for any loss occurring by reason of reliance thereon."

FIDELITY NATIONAL TITLE INS. CO.

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 HPM 15

Fidelity National Financial Group of Companies Privacy Statement

July 1, 2001

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes Or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Fidelity National Financial, Inc.
4050 Calle Real, Suite 220
Santa Barbara, CA 93110

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.



Fidelity National Title Company

39650 Liberty Street, #120 • Fremont, CA 94538
(510) 651-8900 • FAX (510) 651-1531

BUYERS COPY

BUYER'S ESCROW INSTRUCTIONS

Date: December 19, 2001

Escrow No.: 427175-M"O

Escrow Officer: Marian "May" Ortiz

I/We hand you herewith:

- Executed loan documents (new loan)
- Balance of funds to close escrow in the form of wire transfer, certified check, cashier's check or teller's check payable to Fidelity National Title Company pursuant to the "Deposit of Funds", Paragraph 1 contained in the General Provisions attached hereto and made a part hereof
- Original, Executed Preliminary Change of Ownership report to be delivered to the County Recorder at the time of recordation of the Grant Deed
- Approved copy of Preliminary Report

You are authorized to deliver and/or record the above and close in accordance with the estimated closing statement contained herein (subject to adjustment) when you have received for my account the following:

- Grant Deed from Anna Koo, as Trustee of the Anna Koo Family Trust, U D T (Under Declaration of Trust) dated June 15, 2001 to City of San Leandro, A Municipal Corporation

and when you can procure/issue a CLTA Standard Policy - 1990 Form coverage form Policy of Title Insurance from Fidelity National Title Insurance Company with a liability of \$480,000.00 on the property described in your Preliminary Report No. 00427175, dated 08/29/2001, a copy of which I/We have read and hereby approve.

SHOWING TITLE VESTED IN:

City of San Leandro, A Municipal Corporation

FREE FROM ENCUMBRANCES EXCEPT:

1. Current general and special taxes for the fiscal year in which this escrow closes, and taxes for the ensuing year, if any, a lien not yet due and payable;
2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California;
3. Bonds and Assessments with no delinquent payments, if any;
4. Covenants, conditions restrictions, reservations, easements and rights of way now of record, if any;
5. Exceptions numbered 1 PC. 2-3 as shown in your preliminary report above referenced;

SELLER/TRANSFEROR STATES THAT PROPERTY ADDRESS IS:

320-324 West Estudillo Avenue, San Leandro, CA 94577

PRORATIONS:

Prorate as of Close of Escrow, on the basis of a 30 day month:

- Taxes

ADDITIONAL INSTRUCTIONS:

1. **"AS IS" (EXTENDED VERSION):** The subject property shall be purchased in its current "as is" condition, and Buyer takes said property subject to the current zoning, the current soil and geological condition of said property, and the current legal and physical title and condition thereof. The reliance of Buyer shall be solely on his own inspection of said property and the inspection of his professional experts and engineers, if any, and shall not be in reliance upon Seller any representative, agent, officer, or employee thereof, of any other person acting for or on behalf of either party in any manner. Buyer understands that Seller makes no warranties or representations regarding the legal, physical or soil condition of said property nor any warranties or representations with regard to the usability of any of said property for building requirements, or any other requirements which the County of Alameda or any other public entity might place on the property or upon the owner thereof.

2. **SUPPLEMENTAL TAX:** As previously set forth herein, Escrow Holder is instructed to pro-rate taxes on the latest tax bill as of the close of escrow. In view of the change of ownership of the subject property which will take place on the close of this escrow, due to the passage of Chapter 498 and 1102, Statutes of 1983 of the State of California (commonly referred to as Senate Bill No. 813 and Assembly Bill No. 399 respectively), it is to be expected that the taxing authorities will re-assess the property and issue a subsequent tax bill. Seller and Buyer acknowledge their awareness of the foregoing and hereby release and relieve Escrow Holder of all liability in connection herewith, and Escrow Holder shall not be further concerned with the above re-assessment in any respect.
3. Fire Insurance Policy will be handled and paid outside of escrow. The undersigned buyer agree to hold Fidelity National Title Insurance Company harmless from against any damages or liability or any other expenses.
4. The undersigned Buyer hands you herewith Preliminary Change of Ownership Report as provided for in Section 480.34 of the Revenue and Taxation Code, State of California which you are to cause to be filed concurrently with the Deed in our favor. If form is rejected by the County, a surcharge may be imposed by said County and is to be paid by buyer herein.
5. The undersigned hereby authorize and instruct Escrow Holder to charge each party to the escrow for their respective Federal Express, special mail handling/courier and/or incoming/outgoing wire transfer fees. Unless specified in writing by the undersigned, Escrow Holder is authorized to select special mail/delivery or courier service to be used.

Wire services required by the parties herein or by their individual lenders will be charged at twenty dollars (\$20.00) per wire, incoming and outgoing.

ESTIMATED CLOSING STATEMENT

CLOSING DATE: December 21, 2001

	\$ DEBITS	\$ CREDITS
FINANCIAL:		
Total Consideration	480,000.00	
Deposit - City of San Leandro		5,000.00
PRORATIONS/ADJUSTMENTS:		
Prepaid County Taxes at \$2,309.34 Semi-Annual from 12/21/01 to 01/01/02	128.30	
TITLE CHARGES:		
CLTA Standard Policy - 1990 Form for 480,000.00	1,316.00	
Documentary Transfer Tax	528.00	
Recording Deed	29.00	
ESCROW CHARGES		
Escrow Fee	778.00	
Courier Fees	50.00	
COMMISSIONS:		
Selling Brokers Commission to Deadrich Real Estate 3.00%	14,400.00	
ESTIMATED BALANCE DUE ESCROW		\$ 492,229.30
ESTIMATED TOTALS	\$ 497,229.30	\$ 497,229.30

City of San Leandro, A Municipal Corporation

GENERAL PROVISIONS

1. DEPOSIT OF FUNDS

The law dealing with the disbursement of funds requires that all funds be available for withdrawal as a matter of right by the title entity's escrow and/or sub escrow account prior to disbursement of any funds. Only cash or wire transferred funds can be given immediate availability upon deposit. Cashier's checks, teller's checks and Certified checks may be available one business day after deposit. All other funds such as personal, corporate or partnership checks and drafts are subject to mandatory holding periods which may cause material delays in disbursement of funds in this escrow. In order to avoid delays, all fundings should be wire transfer. Outgoing wire transfers will not be authorized until confirmation of the respective incoming wire transfer or of availability of deposited checks. ~

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account or accounts of Fidelity National Title Company, with any state or national bank, or savings and loan association (the "depository Institution") and may be transferred to any other such general escrow account or accounts. The parties to this escrow acknowledge that the maintenance of such escrow accounts with some depository institutions may result in Escrow Holder's being provided with an array of bank services, accommodations or other benefits by the depository institution. Escrow Holder or its affiliates also may elect to enter into other business transactions with or obtain loans for investment or other purposes from the depository institution. All such services, accommodations and other benefits shall accrue to Escrow Holder and Escrow Holder shall have no obligation to account to the parties to this escrow for the value of such services, accommodations or other benefits.

Said funds will not earn interest unless the instructions otherwise specifically state that funds shall be deposited in an interest-bearing account. All disbursements shall be made by check of Fidelity National Title Company. The principals to this escrow are hereby notified that the funds deposited herein are insured only to the limit provided by the Federal Deposit Insurance Corporation. Any instruction for bank wire will provide reasonable time or notice for Escrow Holder's compliance with such instruction. Escrow Holder's sole duty and responsibility shall be to place said wire transfer instructions with its wiring bank upon confirmation of (1) satisfaction of conditions precedent or (2) document recordation at close of escrow. Escrow Holder will NOT be held responsible for lost interest due to wire delays caused by any bank or the Federal Reserve System, and recommends that all parties make themselves aware of banking regulations with regard to placement of wires.

In the event there is insufficient time to place a wire upon any such confirmation or the wires have closed for the day, the parties agree to provide written instructions for an alternative method of disbursement. WITHOUT AN ALTERNATIVE DISBURSEMENT INSTRUCTION, FUNDS WILL BE HELD IN TRUST IN A NON-INTEREST BEARING ACCOUNT UNTIL THE NEXT OPPORTUNITY FOR WIRE PLACEMENT.

To the extent provided by law, if for any reason funds are retained or remain in escrow following the close of escrow, you are to deduct therefrom a reasonable monthly charge as custodian thereof of not less than \$10.00 per month.

2. PRORATIONS AND ADJUSTMENTS

All prorations and/or adjustments called for in this escrow are to be made on the basis of a thirty (30) day month unless otherwise instructed in writing. You are to use information contained on last available tax statement, rental statement as provided by the Seller, beneficiary's statement and fire insurance policy delivered into escrow for the prorations provided for herein.

3. SUPPLEMENTAL TAXES

The within described property may be subject to supplemental real property taxes due to the change of ownership taking place through this escrow. Any supplemental real property taxes arising as a result of the transfer of the property to Buyer shall be the sole responsibility of Buyer and any supplemental real property taxes arising prior to the closing date shall be the sole responsibility of the Seller. TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER.

4. UTILITIES/POSSESSION

Transfer of utilities and possession of the premises are to be settled by the parties directly and outside escrow.

5. PREPARATION AND RECORDATION OF INSTRUMENTS

Escrow Holder is authorized to prepare, obtain, record and deliver the necessary instruments to carry out the terms and conditions of this escrow and to order the policy of title insurance to be issued at close of escrow as called for in these instructions. Close of escrow shall mean the date instruments are recorded.

6. AUTHORIZATION TO FURNISH COPIES

You are authorized to furnish copies of these instructions, supplements, amendments, notices of cancellation and closing statements, to the Real Estate Broker(s) and Lender(s) named in this escrow.

7. RIGHT OF CANCELLATION

Any principal instructing you to cancel this escrow shall file notice of cancellation in your office in writing. You shall, within two (2) working days thereafter, deliver, one copy of such notice to each of the other principals at the addresses stated in this escrow. UNLESS WRITTEN OBJECTION TO CANCELLATION IS FILED IN YOUR OFFICE BY A PRINCIPAL WITHIN TEN (10) DAYS AFTER DATE OF SUCH MAILING, YOU ARE AUTHORIZED TO COMPLY WITH SUCH NOTICE AND DEMAND PAYMENT OF YOUR CANCELLATION CHARGES. If written objection is filed, you are authorized to hold all money and instruments in this escrow and take no further action until otherwise directed, either by the principals' mutual written instructions, or by final order of a court of competent jurisdiction.

8. PERSONAL PROPERTY

No examination or insurance as to the amount or payment of personal property taxes is required unless specifically requested.

By signing these General Provisions, the parties to the escrow hereby acknowledge that they are indemnifying the Escrow Holder against any and all matters relating to any "Bulk Sales" requirements, and instruct Escrow Agent to proceed with the closing of escrow without any consideration of matter of any nature whatsoever regarding "Bulk Sales" being handled through escrow.

9. RIGHT OF RESIGNATION

Escrow Holder has the right to resign upon ten (10) days written notice delivered to the principals herein. If such right is exercised, all funds and documents shall be returned to the party who deposited them and Escrow Holder shall have no liability hereunder.

10. AUTHORIZATION TO EXECUTE ASSIGNMENT OF HAZARD INSURANCE POLICIES

Either Buyer, Seller and/or Lender may hand you the insurance agent's name and insurance policy information, and you are to execute, on behalf of the principals hereto, form assignments of interest in any insurance policy (other than title insurance) called for in this escrow, forward assignment and policy to the insurance agent, requesting that the insurer consent to such transfer and/or attach a loss payable clause and/or such other endorsements as may be required, and forward such policy(s) to the principals entitled thereto. It is not your responsibility to verify the information handed you or the assignability of said insurance. Your sole duty is to forward said request to insurance agent at close of escrow.

Further, there shall be no responsibility upon the part of Escrow Holder to renew hazard insurance policy(s) upon expiration or otherwise keep it in force either during or subsequent to the close of escrow. Cancellation of any existing hazard insurance policies is to be handled directly by the principals, and outside of escrow.

11. ACTION IN INTERPLEADER

The principals hereto expressly agree that you, as Escrow Holder, have the absolute right at your election to file an action in interpleader requiring the principals to answer and litigate their several claims and rights among themselves and you are authorized to deposit with the clerk of the court all documents and funds held in this escrow. In the event such action is filed, the principals jointly and severally agree to pay your cancellation charges and costs, expenses and reasonable attorney's fees which you are required to expend or incur in such interpleader action, the amount thereof to be fixed and judgment therefor to be rendered by the court. Upon the filing of such action, you shall thereupon be fully released and discharged from all obligations imposed by the terms of this escrow or otherwise.

12. TERMINATION OF AGENCY OBLIGATION

If there is no action taken on this escrow within six (6) months after the "time limit date" as set forth in the escrow instructions or written extension thereof, your agency obligation shall terminate at your option and all documents, monies or other items held by you shall be returned to the parties depositing same. In the event of cancellation of this escrow, whether it be at the request of any of the principals or otherwise, the fees and charges due Fidelity National Title Company, including expenditures incurred and/or authorized shall be borne equally by the parties hereto (unless otherwise agreed to specifically).

13. CONFLICTING INSTRUCTIONS

Upon receipt of any conflicting instructions, you are to take no action in connection with this escrow until non-conflicting instructions are received from all of the principals to this escrow (subject to sections 7, 9, 11 and 12 above).

14. REIMBURSEMENT ATTORNEY FEES/ESCROW HOLDER

In the event that a suit is brought by any party or parties to these escrow instructions to which the Escrow Holder is named as a party which results in a judgment in favor of the Escrow Holder and against a principal or principals herein, the principals or principals' agent agree to pay said Escrow Holder all costs, expenses and reasonable attorney's fees which it may expend or incur in said suit, the amount thereof to be fixed and judgment therefore to be rendered by the court in said suit.

15. DELIVERY/RECEIPT

Delivery to principals as used in these instructions unless otherwise stated herein is to be by regular mail, and receipt is

determined to be 72 hours after such mailing. All documents, balances and statements due to the undersigned are to be mailed to the address shown herein.

16. STATE/FEDERAL CODE NOTIFICATIONS

According to Federal Law, the Seller, when applicable, will be required to complete a sales activity report that will be utilized to generate a 1099 statement to the Internal Revenue Service.

Pursuant to State Law, prior to the close of escrow, Buyer will provide Escrow Holder with a Preliminary Change of Ownership Report. In the event said report is not handed to Escrow Holder for submission to the County in which subject property is located, upon recording of the Grant Deed, Buyers acknowledge that the applicable fee will be assessed by said County and Escrow Holder shall debit the account of Buyer for same at close of escrow.

Buyer and Seller herein represent and warrant that they will seek and obtain independent legal advice and counsel relative to their obligations under the "Foreign Investors In Real Property Act", and any other applicable federal and/or state laws regarding same, and will take all steps necessary in order to comply with such requirements and hereby hold you harmless relative to their compliance therewith.

17. ENCUMBRANCES

Escrow Holder is to act upon any statements furnished by a lienholder or his agent without liability or responsibility for the accuracy of such statements. Any adjustments necessary because of a discrepancy between the information furnished Escrow Holder and any amount later determined to be correct shall be settled between the parties direct and outside of escrow.

18. ENVIRONMENTAL ISSUES

Fidelity National Title Company has made no investigation concerning said property as to environmental/toxic waste issues. Any due diligence required or needed to determine environmental impact as to forms of toxification, if applicable, will be done directly and by principals outside of escrow. Fidelity National Title Company is released of any responsibility and/or liability in connection therewith.

19. USURY

Escrow Holder is not to be concerned with any questions of usury in any loan or encumbrance involved in the processing of this escrow and is hereby released of any responsibility or liability therefore.

20. DISCLOSURE

Escrow Holder's knowledge of matters affecting the property, provided such facts do not prevent compliance with these instructions, does not create any liability or duty in addition to these instructions.

21. CLARIFICATION OF DUTIES

Fidelity National Title Company serves ONLY as an Escrow Holder in connection with these instructions and cannot give legal advice to any party hereto.

Escrow Holder is not to be held accountable or liable for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited in this escrow, nor as to the identity, authority or rights of any person executing the same. Escrow Holder's duties hereunder shall be limited to the proper handling of such money and the proper safekeeping of such instruments, or other documents received by Escrow Holder, and for the disposition of same in accordance with the written instructions accepted by Escrow Holder.

The agency and duties of Escrow Holder commence only upon receipt of copies of these Escrow Instructions executed by all parties.

THIS AGREEMENT IN ALL PARTS APPLIES TO, INURES TO THE BENEFIT OF, AND BINDS ALL PARTIES HERETO, THEIR HEIRS, LEGATEES, DEVISEES, ADMINISTRATORS, EXECUTORS, SUCCESSORS AND ASSIGNS, AND WHENEVER THE CONTEXT SO REQUIRES THE MASCULINE GENDER INCLUDES THE FEMININE AND NEUTER, AND THE SINGULAR NUMBER INCLUDES THE PLURAL. THESE INSTRUCTIONS AND ANY OTHER AMENDMENTS MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, EACH OF WHICH SHALL BE CONSIDERED AS AN ORIGINAL AND BE EFFECTIVE AS SUCH.

MY SIGNATURE HERETO CONSTITUTES INSTRUCTION TO ESCROW HOLDER OF ALL TERMS AND CONDITIONS CONTAINED IN THIS AND ALL PRECEDING PAGES AND FURTHER SIGNIFIES THAT I HAVE READ AND UNDERSTAND THESE GENERAL PROVISIONS.

FIDELITY NATIONAL TITLE COMPANY CONDUCTS ESCROW BUSINESS UNDER CERTIFICATE OF AUTHORITY NO. 2597-3 ISSUED BY THE CALIFORNIA DEPARTMENT OF INSURANCE.

City of San Leandro, A Municipal Corporation

RECEIVED BY: Fidelity National Title Company

BY: _____

DATE: _____

PRELIMINARY CHANGE OF OWNERSHIP REPORT

(To be completed by transferee (buyer) prior to transfer of subject property in accordance with Section 480.3 of the Revenue and Taxation Code.) A Preliminary Change of Ownership Report must be filed with each conveyance in the County Recorder's office for the county where the property is located; this particular form may be used in all 58 counties of California.

THIS REPORT IS NOT A PUBLIC DOCUMENT

FOR RECORDER'S USE ONLY

Escrow #: 427175-M"O Order #: 00427175
Seller/Transferor: Anna Koo, as Trustee of the Anna Koo Family Trust, U D T
(Under Declaration of Trust) dated June 15, 2001
Buyer/Transferee: City of San Leandro, A Municipal Corporation
Assessor's Parcel Number(s): 075-0016-014
Property Address or Location: 320-324 West Estudillo Avenue, San Leandro, CA 94577
Legal Description:
Mail Tax Information to:

NOTICE: A lien for property taxes applies to your property on January 1 of each year for the taxes owing in the following fiscal year, July 1 through June 30. One-half of these taxes is due November 1, and one-half is due February 1. The first installment becomes delinquent on December 10, and the second installment becomes delinquent on April 10. One tax bill is mailed before November 1 to the owner of record. IF THIS TRANSFER OCCURS AFTER JANUARY 1 AND ON OR BEFORE DECEMBER 31, YOU MAY BE RESPONSIBLE FOR THE SECOND INSTALLMENT OF TAXES DUE FEBRUARY 1.

The property which you acquired may be subject to a supplemental assessment in an amount to be determined by the Alameda County Assessor. For further information on your supplemental roll obligation, please call the Alameda County Assessor's Office.

PART I: TRANSFER INFORMATION

Please answer all questions.

YES NO

- ___ ___ A. Is this transfer solely between husband and wife? (Addition of a spouse, death of a spouse, divorce settlement, etc.)
- ___ ___ B. Is this transaction only a correction of the name(s) of the person(s) holding title to the property? (For example, a name change upon marriage)
- ___ ___ C. Is this document recorded to create, terminate, or reconvey a lender's interest in the property?
- ___ ___ D. Is this transaction recorded only as a requirement for financing purposes or to create, terminate or reconvey a security interest (e.g. cosigner)?
- ___ ___ E. Is this document recorded to substitute a trustee under a deed of trust, mortgage, or other similar document?
- ___ ___ F. Did this transfer result in the creation of a joint tenancy in which the seller (transferor) remains as one of the joint tenants?
- ___ ___ G. Does this transfer return property to the person who created the joint tenancy (original transferor)?
- ___ ___ H. Is this transfer of property:
- ___ ___ 1. to a trust for the benefit of the grantor, or grantor's spouse?
- ___ ___ 2. to a trust revocable by the transferor?
- ___ ___ 3. to a trust from which the property reverts to the grantor within 12 years?
- ___ ___ I. If this property is subject to a lease, is the remaining lease term 35 years or more including written options?
- ___ ___ * J. Is this transfer from parents to children or from children to parents?
- ___ ___ * K. Is this transaction to replace a principal residence by a person 55 years of age or older? Within the same county? ___ Yes ___ No
- ___ ___ * L. Is this transaction to replace a principal residence by a person who is severely disabled as defined by Revenue and Taxation Code Section 69.5? Within the same county? ___ Yes ___ No

*If you checked yes to J, K or L, you may qualify for a property tax reassessment exclusion, which may result in lower taxes on your property. Failure to file a claim results in the reassessment of the property.

Please provide any other information that would help the Assessor to understand the nature of the transfer.

IF YOU HAVE ANSWERED "YES" TO ANY OF THE ABOVE QUESTIONS, EXCEPT J, K OR L, PLEASE SIGN AND DATE, OTHERWISE COMPLETE BALANCE OF THE FORM.

PART II: OTHER TRANSFER INFORMATION

- A. Date of transfer if other than recording date _____.
- B. Type of transfer. Please check appropriate box.
- ___ Purchase ___ Foreclosure ___ Gift ___ Trade or Exchange ___ Merger, Stock, or Partnership Acquisition
- ___ Contract of Sale - Date of Contract _____
- ___ Inheritance - Date of Death _____ Other: Please explain _____
- ___ Creation of Lease ___ Assignment of a Lease ___ Termination of a Lease ___ Sale/Leaseback
- ___ Date lease began _____
- ___ Original term in years (including written options) _____
- ___ Remaining term in years (including written options) _____
- C. Was only a partial interest in the property transferred? ___ Yes ___ No
- If yes, indicate the percentage transferred _____ %

PRELIMINARY CHANGE OF OWNERSHIP REPORT

Please answer, to the best of your knowledge, all applicable questions, sign and date. If a question does not apply, indicate with "N/A".

PART III: PURCHASE PRICE AND TERMS OF SALE

- A. Cash down payment OR Value of Trade of Exchange (excluding closing cost) Amount \$ _____
- B. FIRST DEED OF TRUST @ _____ % interest for _____ years. Pmts/Mo. = \$ _____ (Prin & Int only) Amount \$ _____
- ____ FHA (____ Discount Points) ____ Fixed Rate ____ New Loan
____ Conventional ____ Variable Rate ____ Assumed Existing Loan Balance
____ VA (____ Discount Points) ____ All Inclusive DT (\$ _____ wrapped) ____ Bank or Savings & Loan
____ Cal-Vet ____ Loan Carried by Seller ____ Finance Company
Balloon Payment: ____ YES ____ NO Due Date: _____ Amount \$ _____
- C. SECOND DEED OF TRUST @ _____ % interest for _____ years. Pmts/Mo. = \$ _____ (Prin & Int only) Amount \$ _____
- ____ Bank or Savings & Loan ____ Fixed Rate ____ New Loan
____ Loan Carried by Seller ____ Variable Rate ____ Assumed Existing Loan Balance
Balloon Payment: ____ YES ____ NO Due Date: _____ Amount \$ _____
- D. OTHER FINANCING: Is other financing involved not covered in (b) or (c) above? ____ Yes ____ No Amount \$ _____
- Type _____ @ _____ % interest for _____ years. Pmts/Mo. = \$ _____ (Prin & Int only)
- ____ Bank or Savings & Loan ____ Fixed Rate ____ New Loan
____ Loan Carried by Seller ____ Variable Rate ____ Assumed Existing Loan Balance
Balloon Payment: ____ YES ____ NO Due Date: _____ Amount \$ _____
- E. WAS AN IMPROVEMENT BOND ASSUMED BY THE BUYER? ____ YES ____ NO Outstanding Balance: Amount \$ _____
- F. TOTAL PURCHASE PRICE (or acquisition price, if traded or exchanged, include real estate commission if paid.)
- TOTAL ITEMS A THROUGH E \$ _____**
- G. Property Purchased: ____ Through a broker ____ Direct from seller ____ From a family member ____ Other (Explain) _____
- If purchased through a broker, provide broker's name and phone number: _____

Please explain any special terms, seller concessions, or financing and any other information that would help the Assessor understand the purchase price and terms of sale: _____

PART IV: PROPERTY INFORMATION:

- A. TYPE OF PROPERTY TRANSFERRED:
- ____ Single Family Residence ____ Agricultural ____ Timeshare
____ Multiple-family Res. (No of units _____) ____ Co-op/Own-your-own ____ Mobilehome
____ Commercial/Industrial ____ Condominium ____ Unimproved Lot
____ Other (Description: _____)
- B. IS THIS PROPERTY INTENDED AS YOUR PRINCIPAL RESIDENCE? ____ Yes ____ No
- If yes, enter date of occupancy: _____ / _____ / _____ or intended occupancy: _____ / _____ / _____.
- Month Day Year Month Day Year
- C. IS PERSONAL PROPERTY INCLUDED IN PURCHASE PRICE? (i.e., furniture, farm equipment, machinery, etc.)
- (other than a manufactured home subject to local property tax)? ____ Yes ____ No
- If yes, enter the value of the personal property included in the purchase price \$ _____ (Attach itemized list of personal property).
- D. IS A MANUFACTURED HOME INCLUDED IN PURCHASE PRICE? ____ Yes ____ No
- If yes, how much of the purchase price is allocated to the manufactured home? \$ _____
- Is the manufactured home subject to local property tax? ____ Yes ____ No What is the Decal Number? _____
- E. DOES THE PROPERTY PRODUCE INCOME? ____ YES ____ NO If yes, is the income from:
- ____ Lease/Rent ____ Contract ____ Mineral Rights ____ Other - Explain: _____
- F. WHAT WAS THE CONDITION OF THE PROPERTY AT THE TIME OF SALE?
- ____ Good ____ Average ____ Fair ____ Poor
- Please explain the physical condition of the property and provide any other information (such as restrictions, etc) that would assist the Assessor in determining the value of the property.
- _____
- _____

I certify that the foregoing is true, correct and complete to the best of my knowledge and belief.

Signed _____ Date _____

NEW OWNER/CORPORATE OFFICER

Please print name of New Owner/Corporate Officer: _____

(NOTE: The Assessor may contact you for further information) Daytime phone number. (_____) _____

If a document evidencing a change of ownership is presented to the recorder for recordation without the concurrent filing of a PRELIMINARY CHANGE OF OWNERSHIP REPORT, the recorder may charge an additional recording fee of twenty dollars (\$20).

RECORDING REQUESTED BY:
Fidelity National Title Company
Escrow No. 427175-M"O
Title Order No. 00427175

When Recorded Mail Document
and Tax Statement To:
City of San Leandro
835 Eeath 14th Street
San Leandro, CA 94577

APN: 075-0016-014

GRANT DEED

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s)

Documentary transfer tax is \$528.00

- [X] computed on full value of property conveyed, or
[] computed on full value less value of liens or encumbrances remaining at time of sale,
[] Unincorporated Area City of San Leandro

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Anna Koo, as Trustee of the Anna Koo Family Trust, U D T (Under Declaration of Trust) dated June 15, 2001

hereby GRANT(S) to City of San Leandro, A Municipal Corporation

the following described real property in the City of San Leandro

County of Alameda, State of California:

Lot J, Block 15, Town of San Leandro, filed February 27, 1855, Map Book 2, Page 43, Alameda County Records.

Assessor's Parcel No: 075-0016-014

DATED: December 19, 2001

STATE OF CALIFORNIA

COUNTY OF _____

ON _____ before me,
_____ personally appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(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 _____

Anna Koo, as Trustee of the Anna Koo Family Trust,
U D T (Under Declaration of Trust) dated June 15,
2001

By: _____
Anna Koo, Trustee

MAIL TAX STATEMENTS AS DIRECTED ABOVE



Fidelity National Title Company

39650 Liberty Street, #120 • Fremont, CA 94538
(510) 651-8900 • FAX (510) 651-1531

FIRPTA CERTIFICATE

Date: December 19, 2001
Escrow No.: 427175-M"O

This form is provided so that the buyer and/or seller in this transaction can certify compliance with the Foreign Investment in Real Property Tax Act to the escrow agent and/or buyer. Transferee must retain a copy of this document until after the fifth taxable year following the transfer.

I. Transactions on Personal Residence not exceeding \$300,000.00.

I/We hereby certify that:

- (a) the amount realized for the property in this transaction does not exceed \$300,000.00; and
- (b) buyer(s) is/are acquiring said property for use as a residence.

Date: _____

City of San Leandro, A Municipal
Corporation

II. Individual Seller's Certification (IRS reg. 1.14452T, et seq.).

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. Real Property interest must withhold tax if the transferor (seller) is a foreign person. To inform the transferee (buyer) and escrow agent that withholding of tax is not required upon my disposition of a U.S. Real Property Interest, I Anna Koo, as Trustee of the Anna Koo Family Trust, U D T (Under Declaration of Trust) dated June 15, 2001 hereby certify the following:

- 1. For the purposes of U.S. Income Taxation, I am not a non-resident alien;
- 2. My U.S. taxpayer identifying number (Social Security Number) is: _____; and
- 3. My home address is: _____

I understand that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement I have made herein could be punished by fine, imprisonment, or both.

Date: _____

Anna Koo, as Trustee of the Anna Koo Family Trust, U D T (Under Declaration of Trust) dated June 15, 2001

By: _____
Anna Koo, Trustee

Under penalty of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete.

City of San Leandro, A Municipal
Corporation



Fidelity National Title Company

39650 Liberty Street, #120 • Fremont, CA 94538
(510) 651-8900 • FAX (510) 651-1531

NOTICE TO BUYER ON DISPOSITION OF CALIFORNIA REAL PROPERTY

Date: December 19, 2001
Escrow No: 427175-M"O

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a buyer may be required to withhold an amount equal to $3\frac{1}{3}$ percent of the sales price in the case of a disposition of California real property interest by either:

1. A seller who is an individual with a last known address outside of California or when the disbursement instructions authorize the proceeds be sent to a financial intermediary of the seller, OR
2. A corporate seller which has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of ten percent (10%) of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000); OR
2. The seller executes a written certificate under the penalty of perjury, certifying that the seller is a resident of California, or if a corporation, has a permanent place of business in California; OR
3. The seller, who is an individual, executes a written certificate, under the penalty of perjury, that the California real property being conveyed is the seller's principal residence (as defined in Section 1034 of the Internal Revenue code).

The seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

The California statutes referenced above include provisions which authorize the Franchise Tax Board to grant reduced withholding and waivers from withholding on a case-by-case basis.

THE PARTIES TO THIS TRANSACTION SHOULD SEEK THE PROFESSIONAL ADVICE AND COUNSEL OF AN ATTORNEY, ACCOUNTANT OR OTHER TAX SPECIALIST'S OPINION CONCERNING THE EFFECT OF THIS LAW ON THIS TRANSACTION AND SHOULD NOT ACT ON ANY STATEMENTS MADE OR OMITTED BY THE ESCROW OR CLOSING OFFICER.

Receipt acknowledged this _____ Day of _____ , _____

Anna Koo, as Trustee of the Anna Koo Family Trust, U D T (Under Declaration of Trust) dated June 15, 2001

By: _____
Anna Koo, Trustee

City of San Leandro, A Municipal
Corporation



Fidelity National Title Company

39650 Liberty Street #120 • Fremont, CA 94538
(510) 651-8900 • FAX (510) 651-1531

PRELIMINARY REPORT

ESCROW OFFICER: Marian "May" Ortiz
TITLE OFFICER: Roger Birkey

ORDER NO.: 427175

LOAN NO.:

TO: Burke Commercial R.E.
2030 Franklin Street, 4th Floor
Oakland, CA 94612

ATTN: Stephen Burke

SHORT TERM RATE: yes

PROPERTY ADDRESS: 320-324 West Estudillo Avenue, San Leandro, California

EFFECTIVE DATE: August 29, 2001, 07:30 A.M.

The form of Policy or Policies of title insurance contemplated by this report is:

California Land Title Association Standard Coverage Policy - 1990
American Land Title Association Loan Policy (10-17-92) with A.L.T.A. Form 1 Coverage

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Anna Koo, as Trustee of the Anna Koo Family Trust, U D T (Under Declaration of Trust)
dated June 15, 2001

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

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

RM\md 09/22/2001

EXHIBIT "ONE"

Lot J, Block 15, Town of San Leandro, filed February 27, 1855, Map Book 2, Page 43,
Alameda County Records.

Assessor's Parcel No: 075-0016-014

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. **Property taxes**, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2001-2002.
2. **The lien of supplemental taxes**, if any, assessed pursuant to the provisions of Chapter 3.5 (Commencing with Section 75) of the Revenue and Taxation code of the State of California.
3. **Any invalidity or defect** in the title of the vestees in the event that the trust referred to herein is invalid or fails to grant sufficient powers to the trustee(s) or in the event there is a lack of compliance with the terms and provisions of the trust instrument.

If title is to be insured in the trustee(s) of a trust, (or if their act is to be insured), this Company will require a **Trust Certification pursuant to California Probate Code Section 18100.5**. The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

4. **We find various Liens and Judgments**, that are of record against persons with similar or the same name as that of our vestee(s) shown herein. In order to complete this report, this Company requires a **Statement of Information** to be provided for the following vestee(s), which may allow and assist elimination of some or all of said Liens and Judgments. After review of the requested Statement(s) of Information, the Company reserves the right to add additional items or make further requirements prior to the issuance of any Policy of Title Insurance.

Vestee(s): Vestee

END OF ITEMS

- Note 1.** **Property taxes** for the fiscal year shown below are PAID. For proration purposes the amounts are:

APN:	075-0016-014
Fiscal year	2000-2001
1st Installment:	\$1,393.76 PAID
2nd Installment:	\$1,393.76 PAID
Land:	\$143,819.00
Improvements:	\$111,603.00
Code Area:	10-024
Tracer No.:	175805-00

- Note 2.** The only deeds affecting said land, which recorded within twenty-four (24) months of the date of this report, as are follows:

Grantor:	Jung Lee
Grantee:	Anna Koo, an unmarried woman
Recorded:	February 29, 2000, Instrument No. 00-061232, of Official Records

- Note 3.** The only deeds affecting said land, which recorded within twenty-four (24) months of the date of this report, as are follows:
- Grantor: Anna Koo
Grantee: Anna Koo, as Trustee of the Anna Koo Family Trust, U D T (Under Declaration of Trust) dated June 15, 2001
Recorded: July 30, 2001, Instrument No. 01-273944, of Official Records
- Note 4.** None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an Extended Coverage Loan Policy, when issued.
- Note 5.** The Company is not aware of any matters which would cause it to decline to attach the CLTA Endorsement Form 116 indicating that there is located on said land commercial building or buildings known as 320-324 West Estudillo Avenue, San Leandro, CA to an Extended Coverage Loan Policy.
- Note 6.** Your application for title insurance was placed by reference to a street address only. Based on our records, we believe that the description in this report covers the parcel that you requested.
- To prevent errors and to be certain that the proper parcel of land will appear on the documents and on the policy of title insurance, we require written approval of the legal description in this report be sent to this Company, signed by the parties to the transaction.
- Note 7.** The following cities impose a property transfer tax for each \$1,000.00 or fractional part based on full value, as follows:
- San Leandro : \$6.00
Oakland : \$15.00
Albany : \$8.50
Alameda : \$5.40
Piedmont : \$13.00
Berkeley : \$15.00
Hayward : \$4.50
- Note 8.** The name(s) of the buyer(s) furnished with this application for Title Insurance is/are:
- City of San Leandro
- If these names are incorrect, incomplete or misspelled, please notify the Company.
- Note 9.** Section 12413.1, California Insurance Code became effective January 1, 1990. This legislation deals with the disbursement of funds deposited with any title entity acting in an escrow or subescrow capacity. The law requires that all funds be deposited and collected by the title entity's escrow and/or subescrow account prior to disbursement of any funds. Some methods of funding may subject funds to a holding period which must expire before any funds may be disbursed. In order to avoid any such delays, all fundings should be done through wire transfer, certified check or checks drawn on California financial institutions.
- Note 10.** The charge where an order is cancelled after the issuance of the report of title, will be that amount which in the opinion of the Company is proper compensation for the services rendered or the purpose for which the report is used, but in no event shall said charge be less than the minimum amount required under Section 12404.1 of the Insurance Code of the State of California. If the report cannot be cancelled "no fee" pursuant to the provisions of said Insurance Code, then the minimum cancellation fee shall be that permitted by law.

Note 11. California Revenue and Taxation Code Section 18668, effective January 1, 1991, requires that the buyer in all sales of California Real Estate, wherein the Seller shows an out of State Address, withhold 3-1/3% of the total sales price as California State Income Tax, subject to the various provisions of the law as therein contained.

EXHIBIT A

AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- land use
- improvements on the land
- land division
- environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at policy date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- a notice of exercising the right appears in the public records on the Policy Date
- the taking happened prior to the Policy Date and is binding on you if you bought the land without knowledge of the taking

3. Title Risks:

- that are created, allowed, or agreed to by you
- that are known to you, but not to us, the Policy Date unless they appeared in the public records
- that result in no loss to you
- that first affect your title after the Policy Date - this does not limit the labor and material loss coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- to any land outside the area specifically described and referred to in Item 3 of Schedule A or
- in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

SCHEDULE B EXCEPTIONS

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and the expenses resulting from:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.

3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in item 12 of Covered Title Risks.
4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990 EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (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 paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
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.

SCHEDULE B, PART I EXCEPTIONS FROM COVERAGE

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 1

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 which may be asserted by 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.

EXHIBIT A (CONTINUED)

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92) WITH A.L.T.A. ENDORSEMENT-FORM 1 COVERAGE AND AMERICAN LAND TITLE ASSOCIATION LEASEHOLD LOAN POLICY (10-17-92) WITH A.L.T.A. ENDORSEMENT-FORM 1 COVERAGE EXCLUSIONS FROM COVERAGE

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

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- 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.
- Defects, liens, encumbrances, adverse claims, or other matters:
(a) created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid

value for the insured mortgage.

- Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
- 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.
- Any statutory lien for services, labor or materials for the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
- Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
(iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92) AND AMERICAN LAND TITLE ASSOCIATION LEASEHOLD OWNER'S POLICY (10-17-92) 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:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- 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.
- Defects, liens, encumbrances, adverse claims, or other matters:
(a) created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy, or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
- Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above ALTA policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

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:

- 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.
- 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.
- Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- 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.
- (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.

EXHIBIT A (CONTINUED)

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (6-2-98) ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-17-98) EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
 - a. building
 - b. zoning
 - c. Land use
 - d. improvements on Land
 - e. Land division
 - f. environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without knowing of the taking.

4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

RESIDENTIAL TITLE INSURANCE POLICY ONE-TO-FOUR FAMILY RESIDENCE ENHANCED VERSION (1997) EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - a. land use;
 - b. improvements on the land;
 - c. land divisions; or
 - d. environmental protection.

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.
2. The right to take the land by condemning it, unless:
 - a. a notice of exercising the right appears in the public records on the Policy Date; or
 - b. the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.

3. Title Risks:
 - a. that are created, allowed, or agreed to by you;
 - b. that are known to you, but not to us, on the Policy Date - unless they appeared in the public records;
 - c. that result in no loss to you; or
 - d. that first affect your title after the Policy Date - this does not limit the coverage described in Items 3b, 8, 17 and 19 of Covered Title Risks.
 4. Failure to pay value for your title.
 5. Lack of a right: (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A or (b) in streets, alleys, or waterways that touch your land.
- This exclusion does not limit the coverage described in Items 5 and 12a of the Covered Title Risks.

ACM 8.11

19

18

16

Part 8 (Rev. 5-11-00) RA
Rev. 6-11-00 RA
3-1-00 RA

Clarke

Street

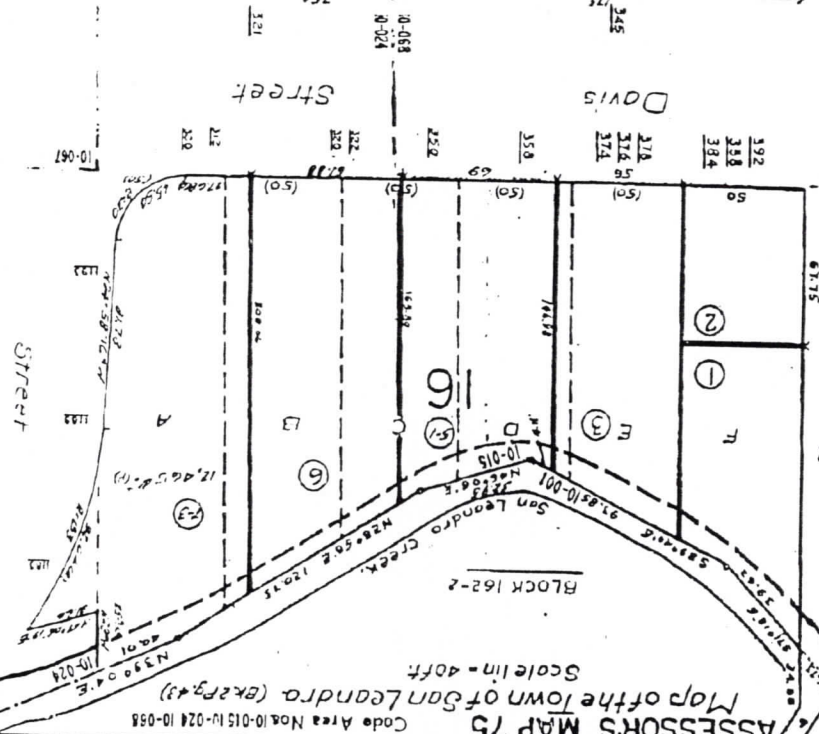
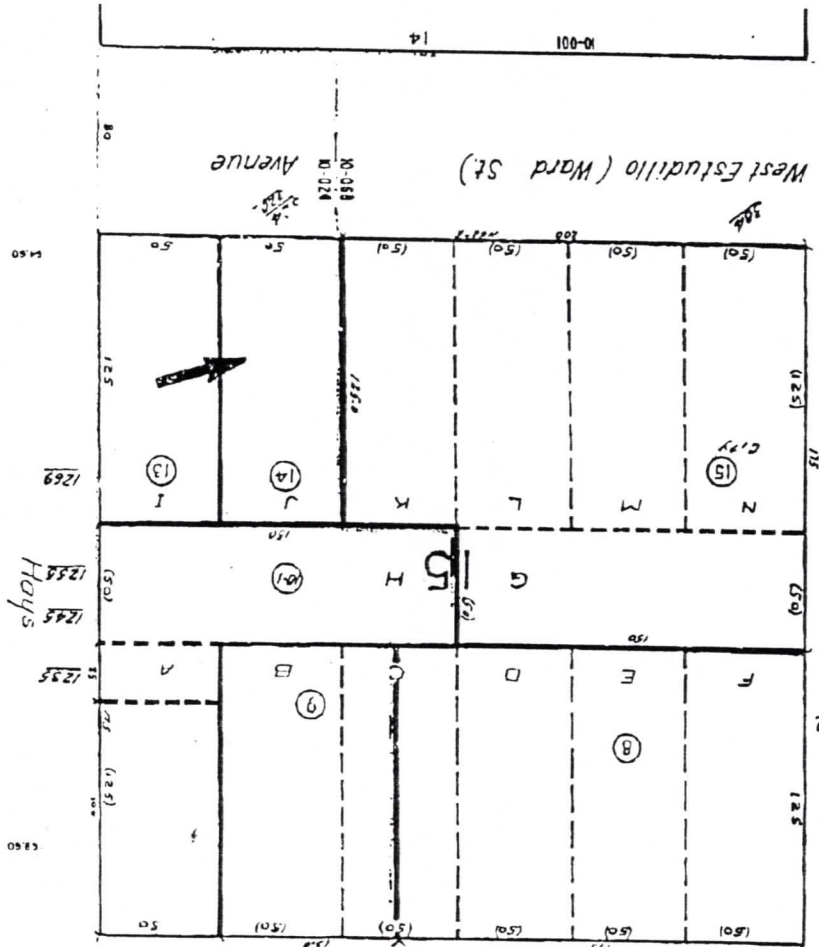
West Estudillo (Ward St.)

Davis

Street

Hays

Street



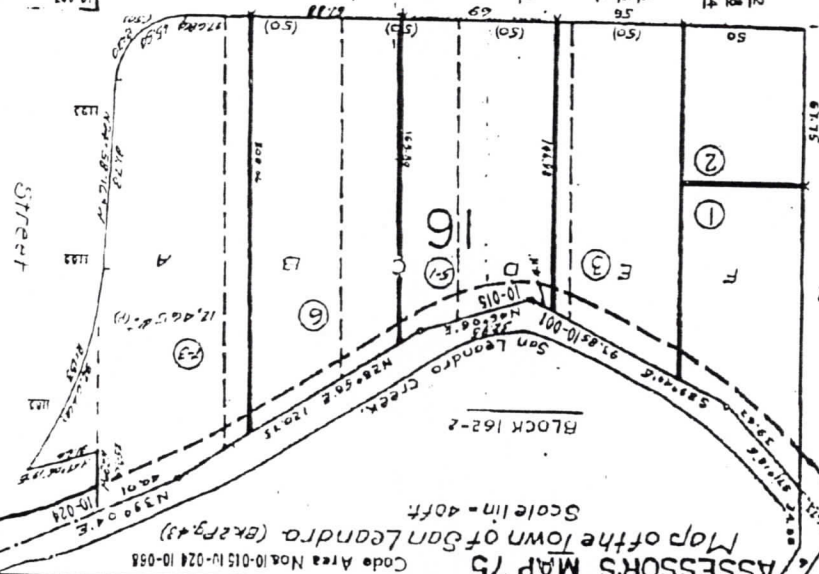
"This map is for general reference to streets and other facts. While this plat is believed to be correct, the County assumes no liability for any loss occurring by reason of reliance thereon."

IDENTITY NATIONAL TITLE 110 07

ASSESSOR'S MAP 75
Code Area Nos. 10-015-14-024-10-058
Top of the town of San Leandro (Ex. 2743)
Scale in - 40 ft

BLOCK 162-2

San Leandro Creek



Fidelity National Financial Group of Companies Privacy Statement

July 1, 2001

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes Or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Fidelity National Financial, Inc.
4050 Calle Real, Suite 220
Santa Barbara, CA 93110

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.



Fidelity National Title Company

PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Fidelity National Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.*

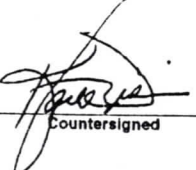
The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Exhibit A attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The Policy(s) of title insurance to be issued hereunder will be policy(s) of Fidelity National Title Insurance Company, a California Corporation.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.


Countersigned



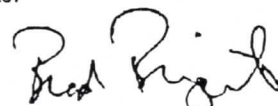
Fidelity National Title Company

BY



President

ATTEST



Secretary

From: Tara Peterson
To: Liane M. Randolph
Date: 3/6/02 3:45PM
Subject: Recording Grant Deeds

Your expert opinion is needed with the following:

322-324 W. Estudillo Avenue was purchased by the City in December 2001. We understand that John Jermanis did everything associated with the acquisition.

I was asked to get a preliminary title report to begin working on the renovation of the building. At that time, I learned that Fidelity National Title handled the transaction for the City.

I contacted Fidelity, and was informed that while the deed had been recorded, there was a problem with it. Stan Kline of Fidelity told me that the deed had been recorded 12/31/01 without the Certificate of Acceptance that usually accompanies our grant deeds. He told me that we should re-record the deed.

Here is the problem. No one has an original grant deed. I imagine it was submitted on 12/31/01 to Alameda County. Nor has anyone record of receiving a copy back from Alameda County. Fidelity was kind enough to send me a copy of the grant deed, with the recording stamp from Alameda County.

Debbie Dettmer noticed that there was nothing on the deed about the tax exempt status.

So, what do we do to: 1) Get this thing recorded properly, and 2) Make sure that we do not have to pay taxes?

Please let me know if you'd like to see a copy of the grant deed - I will fax it over upon request.

Thanks for your help.

CC: Debbie Dettmer; Tara Peterson

From: Liane Randolph <lrandolph@meyersnave.com>
To: 'Tara Peterson ' <tpeterson@ci.san-leandro.ca.us>
Date: 3/6/02 8:06PM
Subject: RE: Recording Grant Deeds

The Government Code provides that deeds for property to a local government may not be accepted for recording without the certificate of acceptance, so the County should not have recorded it, they should have rejected it then. As a result, they should make some effort to help you solve the problem.

My recommendation is to have the title company see if they can get the original deed from the County, then re-record it with the certificate of acceptance. If the County doesn't have or can't provide the original, then have the title company record an original certificate of acceptance as a separate document with the copy of the recorded grant deed attached as an exhibit. Then the title record for the property will have both the grant deed and the certificate of acceptance.

If the County balks at doing either one of those, tell them to call me or have their County Counsel call me.

-----Original Message-----

From: Tara Peterson
To: lmr@meyersnave.com
Cc: Debbie Dettmer; Tara Peterson
Sent: 3/6/2002 3:45 PM
Subject: Recording Grant Deeds

Your expert opinion is needed with the following:

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Please let me know if you'd like to see a copy of the grant deed - I will fax it over upon request.

Thanks for your help.

From: Tara Peterson
To: Debbie Dettmer
Date: 3/7/02 9:03AM
Subject: Fwd: RE: Recording Grant Deeds

FYI. I will try to work with Fidelity to see if they can get the original deed back from the County.