

RECORDING REQUESTED BY: PLACER 3 #300391
City of San Leandro
Community Development Department
835 East 14th Street
San Leandro, CA 94577

90-024502

1-249

RECORDED at REQUEST OF
Placer Title Co.
At 8:30 A.M.

JAN 30 1990

OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
RENE C. DAVIDSON
COUNTY RECORDER

AFTER RECORDATION, RETURN TO:

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

DOCUMENTARY TRANSFER TAX:

EXEMPT - City of San Leandro

GRANT DEED

2

BRUCE H. NELSON AND CAROLINE L. NELSON, his wife, as community property, do hereby GRANT to the City of San Leandro, a municipal corporation, the following described real property:

See attached legal descriptions

Assessor's No. 75-79-5-5

IN WITNESS WHEREOF, this document is duly executed on JAN. 10, 1990

WITNESSED BY

Marvin Casalina
Marvin Casalina, SRA

Bruce H. Nelson
Owner's Signature

Caroline L. Nelson
Owner's Signature

Attach Appropriate Notary

RFC:mmc 7/13/89
a:GrantDeed

CITY OF SAN LEANDRO

FEB 16 1990

CITY CLERK'S OFFICE

LEGAL DESCRIPTION

90024502

A Portion of

APN 75-79-5-5

Page 1 of 2

500 Marina Blvd., San Leandro, CA

All that real property situate in the City of San Leandro, County of Alameda, State of California, being a portion of Lot 135 as described in the Grant Deed to Nelson as recorded on Reel 4024 at Image 163 of the Public Records of Alameda County, being more particularly described as follows:

COMMENCING on the previous northwestern line of Marina Boulevard at the most southerly corner of Lot 135 as shown on the map of the Hemme Tract as recorded in Book 9 of Maps at page 33 of the Public Records of Alameda County; thence N 27° 56' 07" W, along the southwesterly line of said Lot 135, a distance of 10.92 feet to the Point of Beginning, being the most westerly corner of the property conveyed to the City of San Leandro as recorded on Reel 2468 at Image 54 of the Public Records of Alameda County; thence N 27° 56' 07" W, continuing along said southwesterly line, a distance of 12.08 feet; thence N 58° 44' 36" E a distance of 50.13 feet to the northeasterly line of said Lot 135; thence S 27° 56' 26" E along said northeasterly line a distance of 11.16 feet to the most northerly corner of said property conveyed to the City of San Leandro; thence S 57° 41' 32" W, along the northwesterly line of said property conveyed to the City of San Leandro, a distance of 50.20 feet to the Point of Beginning.

Containing 582 square feet, more or less.

LEGAL DESCRIPTION

90024502

A Portion of

APN 75-79-5-5

Page 2 of 2

500 Marina Blvd., San Leandro, CA

All that real property situate in the City of San Leandro, County of Alameda, State of California, being a portion of Lot 134 as described in the Grant Deed to Nelson as recorded on Reel 4024 at Image 165 of the Public Records of Alameda County, being more particularly described as follows:

COMMENCING on the previous northwestern line of Marina Boulevard at the most southerly corner of Lot 134 as shown on the map of the Hemme Tract as recorded in Book 9 of Maps at page 33 of the Public Records of Alameda County; thence N 27° 56' 26" W, along the southwesterly line of said Lot 134, a distance of 14.64 feet to the Point of Beginning, being the most westerly corner of the property conveyed to the City of San Leandro as recorded on Reel 2464 at Image 504 of the Public Records of Alameda County; thence N 27° 56' 26" W, continuing along said southwesterly line, a distance of 11.16 feet; thence N 58° 44' 36" E a distance of 16.58 feet to the southwesterly line of the Western Pacific Railroad; thence S 49° 31' 02" E along said southwesterly line of the Railroad a distance of 11.33 feet to the most northerly corner of said property conveyed to the City of San Leandro; thence S 57° 41' 32" W, along the northwesterly line of said property conveyed to the City of San Leandro, a distance of 20.78 feet to the Point of Beginning.

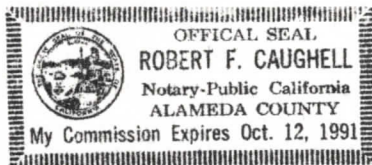
Containing 205 square feet, more or less.

90024502

CREDIBLE-WITNESS ACKNOWLEDGMENT

NO. 205

State of California }
County of Alameda } SS.



On this the 10th day of January, 1990,
before me, the undersigned Notary Public, personally appeared
Marvin Casalina, SPA,
proved to me on the basis of satisfactory evidence, in the form of
the oath or affirmation of Bruce H. Nelson and
Caroline L. Nelson,
to be the person(s) whose name(s) are subscribed to the within
instrument and acknowledged that they executed the same
for the purposes therein contained.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Robert F. Caughell
Notary's Signature

7150 122

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • P.O. Box 4625 • Woodland Hills, CA 91364

500 Marina
APN: 75-79-5-5
This is to certify that the interest in real property conveyed by Deed or Grant,
dated January 10, 1990, from Bruce H. Nelson and Caroline L. Nelson
to the City of San Leandro, a municipal corporation, is hereby accepted on behalf
of the City Council of the City of San Leandro, pursuant to authority conferred
by Resolution No. 89-91, adopted by the City Council of the City of San Leandro
on May 15, 1989, and the grantee consents to recordation thereof by its duly
authorized officer.

Dated: January 23, 1990

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

POLICY OF TITLE INSURANCE ISSUED BY

STEWART TITLE

GUARANTY COMPANY

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

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

and in addition, as to an insured lender only:

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

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

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

Sanctity of Contract

STEWART TITLE
GUARANTY COMPANY



Charles Morris

Chairman of the Board

Countersigned by:

Authorized Signatory

Company

City, State

Stewart Morris

President

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

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:

(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;

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

(c) resulting in no loss or damage to the insured claimant;

(d) attaching or created subsequent to Date of Policy; or

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

4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.

5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

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

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

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

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

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

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

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

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

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

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

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

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

2. CONTINUATION OF INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

SCHEDULE A

Order No.: SL-300391

Policy No.: CNJP-1581-23225

Date of Policy: January 30, 1990 at 8:30 o'clock a.m.

Amount of Insurance: \$14,950.00

Premium: \$350.00

1. Name of Insured:

CITY OF SAN LEANDRO,
a municipal corporation

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

A FEE

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

CITY OF SAN LEANDRO, a municipal corporation

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

PARCEL ONE:

All that real property situate in the City of San Leandro, County of Alameda, State of California, being a portion of Lot 135 as described in the Grant Deed to Nelson as recorded on Reel 4024 at Image 163 of the Public Records of Alameda County, being more particularly described as follows:

Commencing on the previous northwestern line of Marina Boulevard at the most southerly corner of Lot 135 as shown on the map of the Hemme Tract as recorded in Book 9 of Maps at page 33 of the Public Records of Alameda County; thence N 27° 56' 07" W, along the southwesterly line of said Lot 135, a distance of 10.92 feet to the point of beginning, being the most westerly corner of the property conveyed to the City of San Leandro as recorded on Reel 2468 at Image 54 of the Public Records of Alameda County; thence N 27° 56' 07" W, continuing along said southwesterly line, a distance of 12.08 feet; thence N 58° 44' 36" E a distance of 50.13 feet to the northeasterly line of said Lot 135; thence S

27° 56' 26" E along said northeasterly line a distance of 11.16 feet to the most northerly corner of said property conveyed to the City of San Leandro; thence S 57° 41' 32" W, along the northwesterly line of said property to the City of San Leandro, a distance of 50.20 feet to the point of beginning.

Containing 582 square feet, more less.

PARCEL TWO:

All that real property situate in the City of San Leandro, County of Alameda, State of California, being a portion of Lot 134 as described in the Grant Deed to Nelson as recorded on Reel 4024 at Image 165 of the Public Records of Alameda County, being more particularly described as follows:

Commencing on the previous northwestern line of Marina Boulevard at the most southerly corner of Lot 134 as shown on the map of the Hemme Tract as recorded in Book 9 of Maps at page 33 of the Public Records of Alameda County; thence N 27° 56' 26" W, along the southwesterly line of said Lot 134, a distance of 14.64 feet to the point of beginning, being the most westerly corner of the property conveyed to the City of San Leandro, as recorded on Reel 2464 at Image 504 of the Public Records of Alameda County; thence N 27° 56' 26" W, continuing along said southwesterly line, a distance of 11.16 feet; thence N 58° 44' 36" E a distance of 16.58 feet to the southwesterly line of the Western Pacific Railroad; thence S 49° 31' 02" E along said southwesterly line of the Railroad a distance of 11.33 feet to the most northerly corner of said property conveyed to the City of San Leandro; thence S 57° 41' 32" W, along the northwesterly line of said property conveyed to the City of San Leandro, a distance of 20.78 feet to the point of beginning.

Containing 205 square feet, more or less.

APN 75-79-5-5

PARCEL THREE:

All that real property situate in the city of San Leandro, County of Alameda, State of California, being a portion of Lot 138 of the Hemme Tract as recorded in Book 9 of Maps at page 33 of the Public Records of Alameda County, being more particularly described as follows:

Beginning on the northwesterly line of Marina Boulevard at the most westerly corner of said Lot 138; thence N. 27° 55' 11" W, along the southwesterly line of said Lot 138, a distance of 7.60 feet; thence N. 58° 44' 36" E a distance of 50.14 feet to the northeasterly line of said Lot 138; thence 27° 55' 30" E, along said northeasterly line a distance of 10.39 feet to the most

easterly corner of Lot 138 being on the said northwesterly line of Marina Boulevard; thence S 61° 56' 32" W, along the said northwesterly line a distance of 50.05 feet to the point of beginning.

Containing 450 square feet, more or less.

APN 75-79-8

SCHEDULE B

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

PART 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 by making inquiry of persons in possession thereof.

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

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

SCHEDULE B
PART II

1. Supplemental Real Property Tax Assessments (Chapter 498, Statutes of 1983, as amended):

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

1989-90 Taxes: TAX INFORMATION

Code Area: 10-003; A.P.N.: 075-0079-005-05;

Land: \$10,713.00

Improvements: none

Personal Prop: none

Exemption: none

1ST INSTALLMENT: \$59.26 PAID

2ND INSTALLMENT: \$59.26 PAID

Tracer No.: 172133-00; Tax Rate: 1.0368

(Affects Parcels One and Two.)

1989-90 Taxes: TAX INFORMATION

Code Area: 10-003; A.P.N.: 075-0079-008;

Land: \$15,678.00

Improvements: \$45,597.00

Personal Prop: none

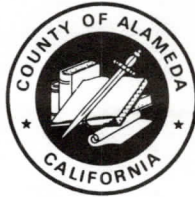
Exemption: none

1ST INSTALLMENT: \$349.17 PAID

2ND INSTALLMENT: \$349.17 PAID

Tracer No.: 172135-00; Tax Rate: 1.0368

(Affects Parcel Three.)



1-249

CITY OF SAN LEANDRO

MAY 23 1990

CITY CLERK'S OFFICE

OFFICE OF THE
CLERK, BOARD OF SUPERVISORS

May 21, 1990

In reply, refer to CT 90-23

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

Dear Ms Calvert:

Attached is a copy of the Assessor's report (Exhibit #90-13-0023) in reply to your request for cancellation of taxes dated February 16, 1990 on Assessor's Reference No. 75-79-5-5.

Based on the report a portion of the taxes on the above reference no. will be cancelled for roll years 1989-90.

Very truly yours,

William Mehrwein
William Mehrwein, Clerk

WM:yfc

Enclosure

cc Tax Collector

Map of the Hermine Tract
(Bk. 9 Pg. 33) 75 Scale: 1" = 50'

ASSESSOR'S MAP 75

Code Area Nos 10-003

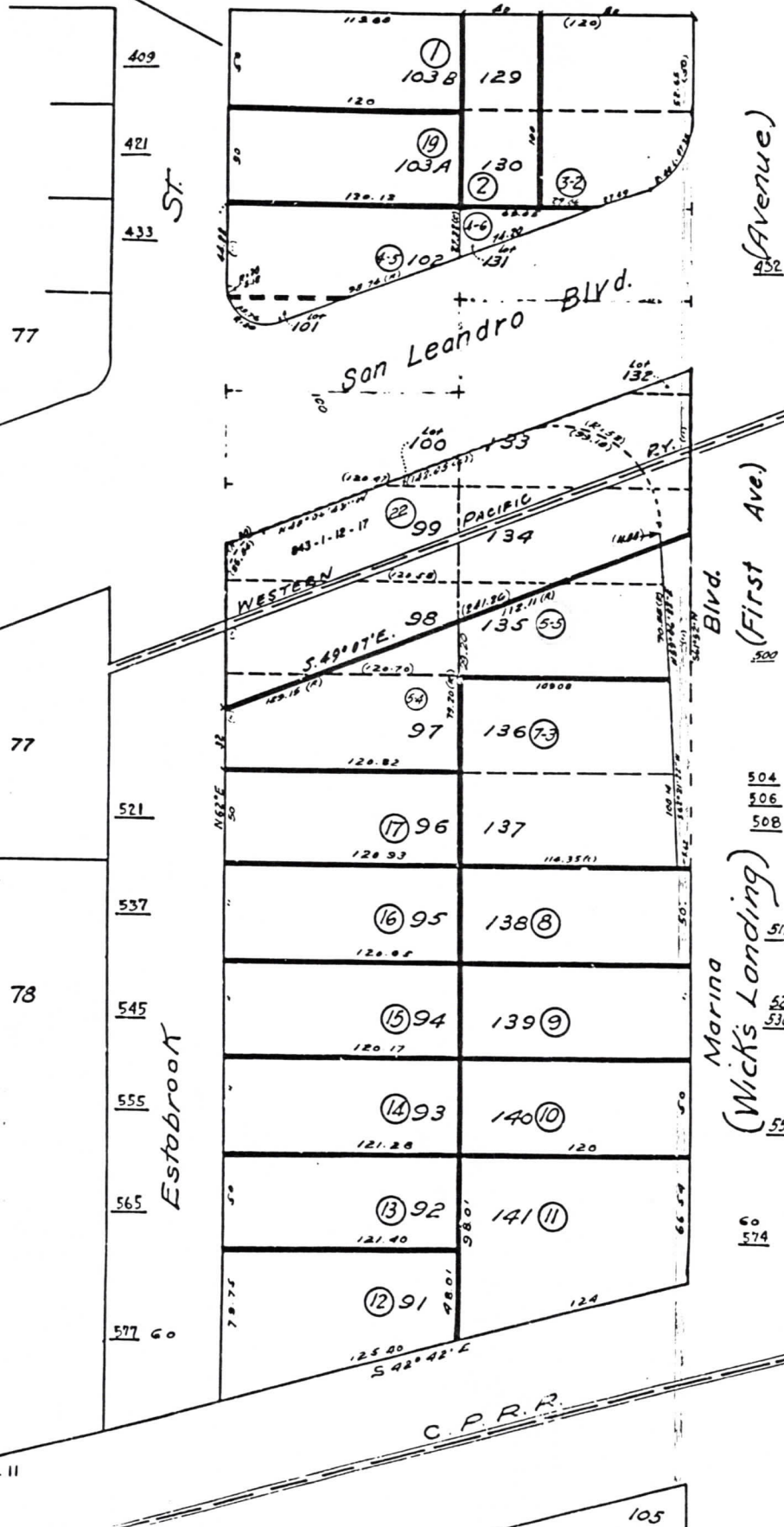
REV. VI-15-76 T2
S.M. BEV

79

Clarke

St.

87



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

Ref. Case 1-10-16

NO 2