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2 Wendy A. Roberts, Esq.
MEYERS, NAVE, RIBACK & WEST
3 Gateway Plaza
777 Davis Street, Suite 300
4 San Leandro, California 94577
Telephone: (415) 351-4300
5
6 Attorneys for Plaintiff
CITY OF SAN LEANDRO
7

**ENDORSED
FILED**

FEB 26 1991

RENE C. DAVIDSON, County Clerk
By TERRY CONE, Deputy

8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 IN AND FOR THE COUNTY OF ALAMEDA
10 HAYWARD BRANCH

11 CITY OF SAN LEANDRO, a)
12 Municipal Corporation,)
13 Plaintiff,)
14 v.)
15 MASAO YOKOTA AND YURIKO)
16 YOKOTA; AGNES YOKOTA MASUDA;)
17 OLGA M. GALVAN and DOES 1)
THROUGH 20, INCLUSIVE,)
18 Defendants.)

CASE NO.: H-148310-9

FINAL JUDGMENT OF
CONDEMNATION

PARCEL NOS. 75-87-7-2
75-87-6-4

This is a true and correct copy of the

document recorded 3-28-91

under Recorder's Series No. 91-079154

PLACER TITLE COMPANY

By: *Dantas*

20 IT APPEARING to the Court that plaintiff, in accordance
21 with the Stipulation for Judgment between the parties, shall,
22 not later than February 15, 1991, deliver a check in the sum of
23 EIGHTEEN THOUSAND ONE HUNDRED DOLLARS (\$18,100.00), plus
24 interest from August 23, 1990, to February 15, 1991 at the
25 current rate as required by law to defendant Olga M. Galvan,
26 through her attorney Charles Simonian at Law Offices of Arthur
27 L. Pretzer, 114 Parrott Street, San Leandro, California 94577.

28 NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that
the fee simple title in and to the subject property for flood

1 control and drainage purposes will vest in plaintiff free and
2 discharged of all claims and liens of every kind whatsoever
3 forthwith upon recordation of this Final Judgment;

4 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that:

5 (a) The public interest and necessity require the project;

6 (b) The acquisition is planned and located in the manner
7 that will be most compatible with the greatest public
8 good and to the least private injury; and

9 (c) The property sought to be acquired is necessary for
10 the widening of Marina Boulevard in the City of San
11 Leandro;

12 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the real
13 property taxes, including any delinquencies, costs and
14 interest, if any, shall be prorated in accordance with Revenue
15 and Taxation Code Section 4986 as of August 23, 1990, and such
16 portion of said taxes as is attributable to the period from and
17 after said date be and the same is hereby cancelled;

18 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the
19 subject property is situated in the County of Alameda, State of
20 California, and more particularly described in Exhibit "A"
21 attached hereto, and by this reference made a part hereof;

22 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Judgment
23 be entered in favor of plaintiff and against defendant Olga M.
24 Galvan, and that said defendant has no interest in the property
25 described in Exhibit "A";

26 DONE IN OPEN COURT this 26th day of February, 1991.

27 JOAQUIN J. PARELL

28 JUDGE OF THE SUPERIOR COURT

LEGAL DESCRIPTION

APN: A Portion of 75-87-6-4

Page 1 of 2

All that real property situate in the City of San Leandro, County of Alameda, State of California, being a portion of the property described in the Grant Deed to Galvan recorded on Reel 1862 at Image 471 of the Public Records of Alameda County, being more particularly described as follows:

COMMENCING on the previous southeasterly line of Marina Boulevard at the most northerly corner of the property described in said Grant Deed; thence S 28° 03' 28" E along the northeasterly line of said Galvan property a distance of 20.00 feet to the Point of Beginning being the most easterly corner of the parcel granted to the City of San Leandro described as Parcel 2 in Series No. 81-017393 of the Public Records of Alameda County; THENCE S 61° 56' 32" W along the southeasterly line of the said City of San Leandro parcel a distance of 33.60 feet to the southwesterly line of the said Galvan property; thence S 28° 03' 28" E, along said southwesterly line a distance of 1.92 feet; thence N 58° 40' 35" E a distance of 33.66 feet to the Point of Beginning.

Containing 32 square feet, more or less.

EXHIBIT F

LEGAL DESCRIPTION

APN: A Portion of 75-87-6-4

Page 2 of 2

All that real property situate in the City of San Leandro, County of Alameda, State of California, being a portion of the property described in the Grant Deed to Galvan recorded on Reel 1862 at Image 472 of the Public Records of Alameda County, being more particularly described as follows:

COMMENCING on the previous southeasterly line of Marina Boulevard at the most northerly corner of the property described in said Grant Deed; thence S 28° 03' 28" E along the northeasterly line of said Galvan property a distance of 20.00 feet to the Point of Beginning being the most easterly corner of the parcel granted to the City of San Leandro described as Parcel 1 in Series No. 81-017393 of the Public Records of Alameda County; thence S 28° 03' 28" E, continuing on the said northeasterly line, a distance of 1.92 feet; thence S 58° 40' 35" W a distance of 52.91 feet to the southwesterly line of said Galvan property; thence N 30° 04' 28" W, along said southwesterly line a distance of 4.93 feet to the southeasterly line of said Parcel 1; thence N 61° 56' 32" E, along said southeasterly line of said Parcel 1 a distance of 53.00 feet to the Point of Beginning.

Containing 181 square feet, more or less.

EXHIBIT A

LEGAL DESCRIPTION

APN 75-87-7-2

All that real property situate in the City of San Leandro, County of Alameda, State of California, being a portion of the lands described in Attachment #3a (pg. 3) of the Community Property Order of Galvan filed as Series No. 85-1055661 of the Public Records of Alameda County, being more particularly described as follows:

COMMENCING at the most northerly corner of said lands described in Attachment #3a (pg. 3); thence southeasterly along the northeasterly line of the said lands, a distance of 20.01 feet to a line being 20.00 feet southerly, measured at right angles, and parallel to Marina Boulevard (60.00 feet wide) being the POINT OF BEGINNING; thence S 30° 04' 28" E, continuing along said northeasterly line, a distance of 4.93 feet; thence S 58° 40' 35" W a distance of 53.93 feet to the northeasterly line of the Southern Pacific Railroad Co.; thence N 42° 39' 52" W, along said northeasterly line of the Railroad, a distance of 8.27 feet to the said line being 20.00 feet southerly of Marina Boulevard (60 feet wide); thence N 61° 56' 32" E, along said parallel line, a distance of 55.75 feet to the Point of Beginning.

Containing 356 square feet, more or less.

EXHIBIT A

LD 9.2/16

4/12/89



The foregoing instrument is a
correct copy of the original
on file in this office

ATTEST: MAR 20 1991

RENE C. MONTGOMERY, County Clerk
County Clerk and ex-officio Clerk of the
Superior Court of the State of California in
and for the County of Alameda

BY *K. Bigelow* DEPUTY

**ENDORSED
FILED**

FEB 26 1991

RENE C. DAVIDSON, County Clerk
By TERRY CONE, Deputy

Steven R. Meyers, City Attorney
Michael R. Nave, Esq.
Wendy A. Roberts, Esq.
MEYERS, NAVE, RIBACK & WEST
Gateway Plaza
777 Davis Street, Suite 300
San Leandro, California 94577

Telephone: (415) 351-4300

Attorneys for Plaintiff
CITY OF SAN LEANDRO

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

HAYWARD BRANCH

CITY OF SAN LEANDRO, a
Municipal Corporation,

Plaintiff,

v.

MASAO YOKOTA AND YURIKO
YOKOTA; AGNES YOKOTA MASUDA;
OLGA M. GALVAN and DOES 1
THROUGH 20, INCLUSIVE,

Defendants.

CASE NO.: H-148310-9

STIPULATION FOR JUDGMENT AND
ORDER THEREON -- ACTION IN
EMINENT DOMAIN

PARCEL NOS. 75-87-7-2
75-87-6-4

IT IS STIPULATED between plaintiff City of San Leandro, a
municipal corporation, and defendant Olga M. Galvan, through
her attorney, as follows:

1. The Complaint in this action was filed on May 23,
1990, to condemn the fee simple title to the property described
in said Complaint;

2. All named defendants having an interest in the subject
property have been served with the Summons and Complaint.

1 3. Defendant Olga M. Galvan represents that, at the time
2 and immediately preceding the filing of the Complaint, she was
3 and now is the owner of the subject property.

4 4. Defendant Olga M. Galvan has been served with Summons
5 and Complaint in this action, and she is fully informed as to
6 all matters affecting said property and expressly waives any
7 and all other process of notice and any rights affected
8 thereby.

9 5. On July 6, 1990, defendants Masao Yokota, Yuriko
10 Yokota and Agnes Yokota Masuda were dismissed from this action.

11 6. The subject property is more particularly described in
12 Exhibit "A" attached hereto and incorporated by reference
13 herein.

14 7. That the Court is authorized and petitioned to enter
15 without further notice a Judgment decreeing that the fee simple
16 title in and to the subject property, more particularly
17 described in Exhibit "A", is taken and condemned as authorized
18 by law and adjudging that the sum of EIGHTEEN THOUSAND ONE
19 HUNDRED DOLLARS (\$18,100.00), plus interest from August 23,
20 1990, to February 15, 1991 at the current rate as required by
21 law, is full, adequate and just compensation for the taking
22 thereof and for relocation benefits and any and all claims or
23 damages asserted by said defendant.

24 8. That plaintiff City of San Leandro will pay all
25 defendant Olga M. Galvan's filing fees and will pay all escrow
26 title and recording costs.

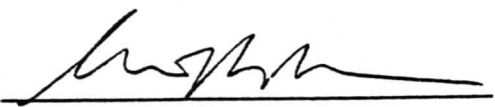
27 9. That plaintiff City of San Leandro will, not later
28 than February 15, 1991, deliver a check in the sum of EIGHTEEN

1 THOUSAND ONE HUNDRED DOLLARS (\$18,100.00) plus interest
2 described above, and defendant's filing and escrow fees, to
3 defendant Olga M. Galvan, in care of her attorney, Charles
4 Simonian, and fee simple title in and to the subject property
5 will forthwith vest in plaintiff free and discharged of all
6 claims and liens of every kind whatsoever upon recordation of
7 the Final Judgment herein.

8 10. That the real property taxes, including any
9 delinquencies, costs, and interest, if any, shall be prorated
10 in accordance with Revenue and Taxation Code Section 4986 as of
11 August 23, 1990, the effective date of the order for
12 prejudgment possession, and such portion of said taxes as is
13 attributable to the period from and after said date be, and the
14 same are hereby, cancelled, and that the lien for real property
15 taxes, insofar as it affects the subject parcel, be cancelled,
16 and the auditor of the County of Contra Costa is directed to
17 take whatever steps as are necessary to cancel said taxes, and
18 the lien for real property taxes, insofar as the lien for real
19 property taxes affects the subject property, is to be cancelled
20 and extinguished.

21 DATED: January 31, 1991

CITY OF SAN LEANDRO

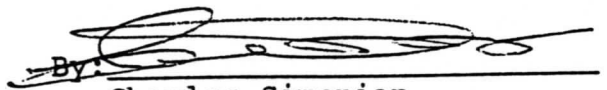
22
23 By: 

24 Steven R. Meyers
25 Attorney for Plaintiff
26 CITY OF SAN LEANDRO
27

1 DATED: February 5, 1991

OLGA M. GALVAN

H 148310-9

2
3 

4 Charles Simonian
5 Attorney for Defendant
6 OLGA M. GALVAN

7 ORDER ON STIPULATION FOR JUDGMENT

8 IT IS SO ORDERED this 26th day of February, 1991.
9

10 JOANNE C. PARRILL

11 JUDGE OF THE SUPERIOR COURT
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LEGAL DESCRIPTION

APN: A Portion of 75-87-6-4

Page 1 of 2

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Containing 32 square feet, more or less.

EXHIBIT F

LEGAL DESCRIPTION

APN: A Portion of 75-87-6-4

Page 2 of 2

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Containing 181 square feet, more or less.

EXHIBIT A

LEGAL DESCRIPTION

APN 75-87-7-2

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Containing 356 square feet, more or less.

EXHIBIT A

the foregoing instrument is
correct copy of the original
on file in this office

ATTEST: APR 2 1991

RENE C. DAVIDSON, County Clerk
County Clerk and ex-officio Clerk of the
Superior Court of the State of California in
and for the County of Alameda

by *[Signature]* DEPI



Steven R. Meyers, City Attorney

Michael R. Nave, Esq.

MEYERS, NAVE, RIBACK & WEST

Gateway Plaza

777 Davis Street, Suite 300

San Leandro, California 94577

Telephone: (415) 351-4300

Attorneys for Plaintiff

CITY OF SAN LEANDRO

**ENDORSED
FILED**

MAY 23 1990

RENE C. DAVIDSON, County Clerk
By LINDA STEFFENS, Deputy

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

HAYWARD BRANCH

CITY OF SAN LEANDRO, a
Municipal Corporation,

Plaintiff,

v.

MASAO YOKOTA AND YURIKO
YOKOTA; AGNES YOKOTA MASUDA;
OLGA M. GALVAN and DOES 1
THROUGH 20, INCLUSIVE,

Defendants.

CASE NO.: 17-148310-9

ORDER FOR PREJUDGMENT
POSSESSION --

ACTION IN EMINENT DOMAIN

PARCEL NOS. 75-87-4-1

75-87-6-4

75-87-7-2

DATE: May 23, 1990

TIME: 10:30 A.M.

DEPT: 30

Based upon the declarations and other documents filed by
Plaintiff in support of its Application for Prejudgment
Possession, including the Complaint on file in this case;

IT IS HEREBY ORDERED AND DETERMINED THAT:

1. Plaintiff has made a deposit of the probable
just compensation and filed a Summary of the Basis for
Appraisal Opinion, both of which meet the requirement of Code
of Civil Procedure § 1255.010.

1 2. The parcels to be acquired are described in
2 Exhibit A to Plaintiff's Complaint on file herein. Plaintiff
3 is entitled to possession of said parcels as hereinafter set
4 forth.

5 3. The time for service of this Order may be not
6 less than ninety (90) days prior to the time Plaintiff is to
7 take possession of said parcel.

8 4. The effective date of this Order as to said
9 parcels shall be ninety (90) days after service of this Order
10 for Prejudgment Possession on Defendants MASAO YOKOTA AND
11 YURIKO YOKOTA; AGNES YOKOTA MASUDA; OLGA M. GALVAN.

12 5. Upon the effective date of this Order, Plaintiff
13 is authorized to enter upon and take immediate possession of
14 the parcel of land being condemned herein and described in
15 Exhibit A to Plaintiff's Complaint. Plaintiff is empowered to
16 remove therefrom any persons, obstacles, improvements or
17 structures of any kind or nature thereon situated.

18
19 DATED: May _____, 1990
 MAY 25 1990

JOSEPH C. PARILL

JUDGE OF THE SUPERIOR COURT

1-276

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 INSURANCE COMPANY, a Texas corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

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

and in addition, as to an insured lender only:

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

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

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

Carlos Morris

Chairman of the Board

Countersigned by:

Authorized Signatory

Company

City, State

STEWART TITLE
GUARANTY COMPANY



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 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.

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 re, or other legal

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

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

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

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

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

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

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

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

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

(a) Upon written request by an insured and subject to the options contained in Section 6 of 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 any third party asserts a claim adverse to the title or interest as insured by as to those stated causes of action alleging a

SCHEDULE A

Order No.: SL-300099

Policy No.: CNJP-1581-214681

Date of Policy: March 28, 1991 at 8:30 o'clock a.m.

Amount of Insurance: \$18,956.02

Premium: \$400.00

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:

All that real property situate in the City of San Leandro, County of Alameda, State of California, being a portion of the property described in the Grant Deed to Galvan recorded on Reel 1862 at Image 471 of the Public Records of Alameda County, being more particularly described as follows:

Commencing on the previous southeasterly line of Marina Boulevard at the most northerly corner of the property described in said Grant Deed; thence S 28° 03' 28" E along the northeasterly line of said Galvan property a distance of 20.00 feet to the point of beginning being the most easterly corner of the parcel granted to the City of San Leandro described as Parcel 2 in Series No. 81-017393 of the Public Records of Alameda County; thence S 61° 56'

32" W along the southeasterly line of the said City of San Leandro parcel a distance of 33.60 feet to the southwesterly line of said Galvan property; thence S 28° 03' 28" E, along said southwesterly line a distance of 1.92 feet; thence N 58° 40' 35" E a distance of 33.66 feet to the point of beginning.

Containing 32 square feet, more or less.

A.P.N. A portion of 75-87-6-4

All that real property situate in the City of San Leandro, County of Alameda, State of California, being a portion of the property described in the Grant Deed to Galvan recorded on Reel 1862 at Image 472 of the Public Records of Alameda County, being more particularly described as follows:

Commencing on the previous southeasterly line of Marina Boulevard at the most northerly corner of the property described in said Grant Deed; thence S 28° 03' 28" E along the northeasterly line of said Galvan property a distance of 20.00 feet to the point of beginning being the most easterly corner of the parcel granted to the City of San Leandro described as Parcel 1 in Series No. 81-017393 of the Public Records of Alameda County; thence S 28° 03' 28" E, continuing on the said northeasterly line, a distance of 1.92 feet; thence S 58° 40' 35" W a distance of 52.91 feet to the southwesterly line of said Galvan property; thence N 30° 04' 28" W, along said southwesterly line a distance of 4.93 feet to the southeasterly line of said Parcel 1; thence N 61° 56' 32" E, along said southeasterly line of said Parcel 1 a distance of 53.00 feet to the point of beginning.

Containing 181 square feet, more or less.

A portion of A.P.N. 75-87-6-4

All that real property situate in the City of San Leandro, County of Alameda, State of California, being a portion of the lands described in Attachment #3a (pg. 3) of the Community Property Order of Galvan filed as Series No. 85-1055661 of the Public Records of Alameda County, being more particularly described as follows:

Commencing at the most northerly corner of said lands described in Attachment #3a (pg.3); thence southeasterly along the northeasterly line of the said lands, a distance of 20.01 feet to a line being 20.00 feet southerly, measured at right angles, and parallel to Marina Boulevard (60.00 feet wide) being the point of beginning; thence S 30° 04' 28" E, continuing along said northeasterly line, a distance of 4.93 feet; thence S 58° 40' 35" W a distance of 53.93 feet to the northeasterly line of the

Southern Pacific Railroad Co.; thence N 42° 3' 32" W, along said northeasterly line of the Railroad, a distance of 8.27 feet to the said line being 20.00 feet southerly of Marina Boulevard (60.00 feet wide); thence N 61° 56' 32" E, along said parallel line, a distance of 55.75 feet to the point of beginning.

Containing 356 square feet, more or less.

A.P.N. 75-87-7-2

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. 1991-92 taxes a lien, not yet due or payable.

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

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

1990-91 Taxes: TAX INFORMATION

Code Area: 10-003; A.P.N.: 075-0087-006-04;

Land: \$68,234.00

Improvements: \$7,197.00

Personal Prop: none

Exemption: none

1ST INSTALLMENT: \$764.24 PAID

2ND INSTALLMENT: \$764.24 PAID

Tracer No.: 172607-00; Tax Rate: 1.0282

1990-'91 Taxes: TAX INFORMATION

Code Area: 10-003; A.P.N.: 075-0087-007-02;

Land: \$11,834.00

Improvements: none

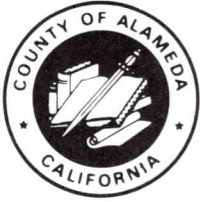
Personal Prop: none

Exemption: none

1ST INSTALLMENT: \$64.41 PAID

2ND INSTALLMENT: \$64.41 PAID

Tracer No.: 172608-00; Tax Rate: 1.0282



WILLIAM MEHRWEIN
CLERK OF THE BOARD

cc: R. Cau
K. Vog

1-276

CLERK, BOARD OF SUPERVISORS

CITY OF SAN LEANDRO

AUG 23 1991

CITY CLERK'S OFFICE

YVONNE D. QUAN
ASSISTANT CLERK

In reply, refer to CT 91-90

August 21, 1991

Alice Calvert, City Clerk
City of San Leandro
Civic Center
835 E. 14th Street
San Leandro, CA 94577

Dear Ms. Calvert:

Enclosed is a copy of the Assessor's report (Exhibit No. 91-13-090) in reply to your request regarding cancellation of taxes on reference no(s) 75-87-6-4 and 75-87-7-2, dated April, 1991, with Recorder Series No(s) 91-079154.

Based on the Assessor's report, a portion of the taxes on the above reference no(s) will be cancelled for roll year(s) 1990-91 and all the taxes will be cancelled for roll year(s) 1991-92 on Parcel Numbers 75-87-6-5 & 75-87-7-3.

Very truly yours,

William Mehrwein

William Mehrwein, Clerk

WM:as

Enclosure(s)

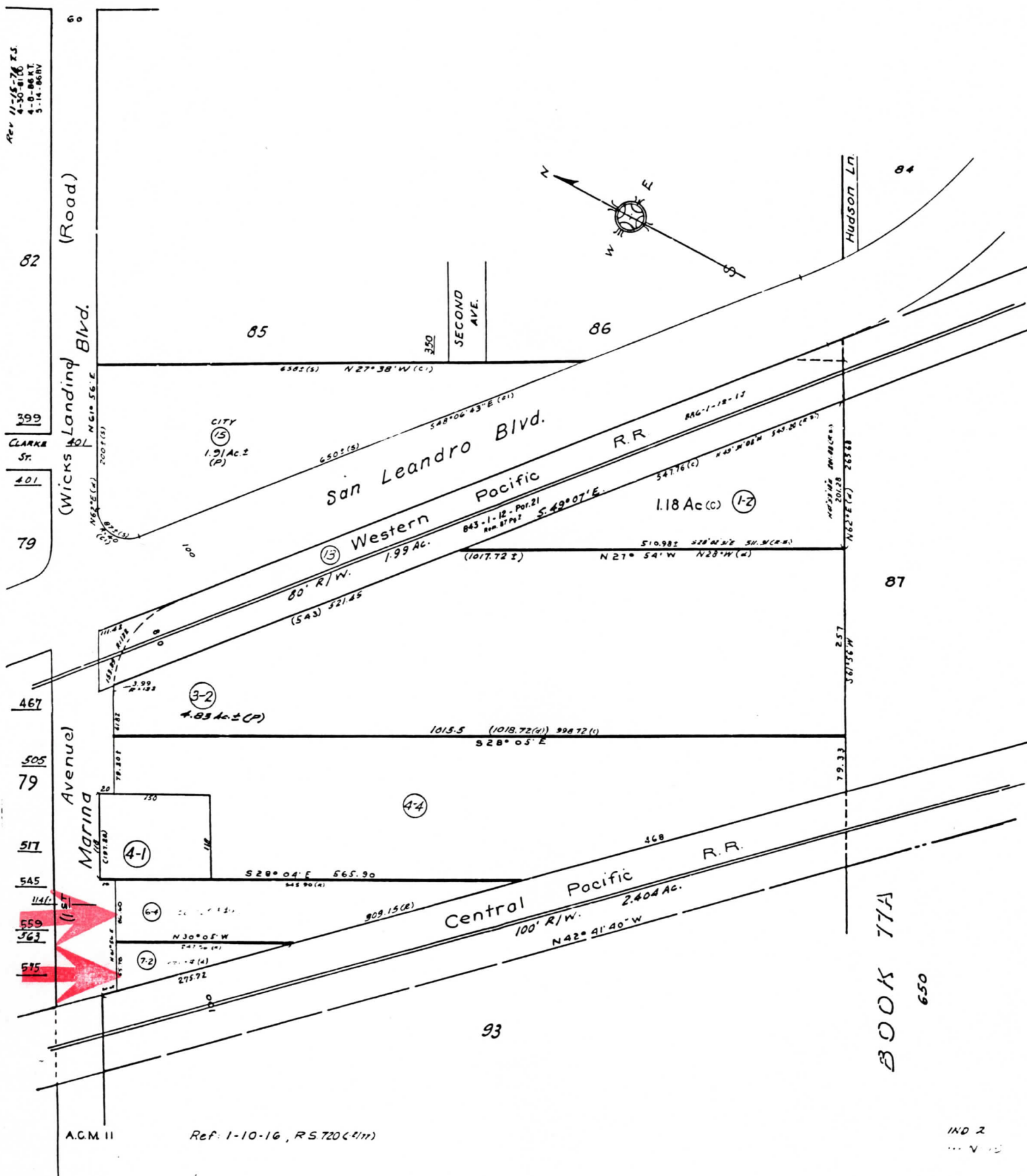
cc: Tax Collector
QIC: 20113

San Leandro finally confirm
Jose Joaquin Estudillo
Scale 1 in = 100 ft (Pat Bk A Pg. 116)

Scale 1 in = 100 ft. (Pat Bk. A Pg. 116)

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PAGE 1.



BOOK 77A

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IND 2
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