#1 ...

89315676

001 Dill

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

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

NOV 22 1989

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 DH

(3)

PLACER TITLE #300400

GRANT DEED

CHAD PENNEBAKER AND JEAN LOUISE PENNEBAKER, husband and wife, as joint tenants, do hereby GRANT to the City of San Leandro, a municipal corporation, the following described real property:

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 Quitclaim Deed to Pennebaker as recorded in Series No. 82-023825 of the Public Records of Alameda County, being more particularly described as follows:

BEGINNING on the northwesterly line of Marina Boulevard at the most southerly corner of the said Pennebaker property; thence north 27° 57′ 24" west, along the southwesterly line of the said Pennebaker property a distance of 15.00 feet; thence north 61° 57′ 21" east, parallel to and 15.00 feet from, measured at right angles to, the said northwesterly line of Marina Boulevard, a distance of 95.31 feet to the northeasterly line of said Pennebaker property; thence south 28° 02′ 39" east, along said northeasterly line a distance of 15.00 feet to the said northwesterly line of Marina Boulevard, thence south 61° 57′ 21" west, along said northwesterly line a distance of 95.33 feet to the POINT OF BEGINNING.

Containing 1,430 sq. ft., more or less.

Assessor's No. 75-105-13-5.

IN WITNESS WHEREOF, this document is duly executed on Sept. 18, 1989

Owner's Signature

Jean Louise Pennebaker

Attach Appropriate Notary

WITNESSED BY:

Marvin Casalina

Marvin Casalina, SRA

RFC:mmc 7/13/89
a:GrantDeed

CITY OF SAN LEANDRO
DEC 11 1989

·244 89315676

STATE OF CALIFORNIA)
) S.S. 89315676
COUNTY OF Alameda)

On this 18th day of September, 1989, before me, the undersigned, a Notary Public in and for said State, and County personally appeared Marvin Casalina, (personally known to me) or (proved to me on the basis of the oath of ________, a credible witness who is personally known to me) to be the person whose name is subscribed to within instrument, as a witness thereto, who being by me duly sworn, deposed and said: that he/she resides in Alameda, that he/she was present and saw CHAD AND JEAN LOUISE PENNEBAKER PENNEBAKER personally known to him/her to be the same person(s) described in and who executed the within instrument as a party(ies) thereto, sign, seal and deliver the same; and that said party(ies) duly acknowledged in the presence of said affiant, that he/she/they executed the same, and that said affiant, thereupon at the party's(ies') request subscribed his/her name as a witness thereto.

OFFICAL SEAL
ROBERT F. CAUGHELL
Notary Public California
ALAMEDA COUNTY
My Commission Expires Oct. 12, 1991

Robert F Caughell
(NOTARY'S SIGNATURE)

Form 987A Witness Acknowledgement (Credible or Subscribing) (Amended 10/87)

89315676

/18-26 Marina Blvd
APN: 75-105-13-2

This is to certify that the interest in real property conveyed by Deed or Grant, dated September 18, 1989, from Chad and Jean Louise Pennebaker

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: October 5, 1989

CITY OF SAN LEANDRO
ALAMEDA COUNTY, CAL.

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

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

\# 1 89315677

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

NOV 22 1989

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 DH

PLACER TITLE #300400 (4)

GRANT OF EASEMENT

CHAD PENNEBAKER AND JEAN LOUISE PENNEBAKER, husband and wife, as joint tenants, do hereby GRANT to the City of San Leandro, a municipal corporation, the following described real property:

A portion of the right-of-way for ingress and egress within the City of San Leandro as described in the Deed of Production pattern Shop recorded in Book 7151 at page 187 of the Official Records of Alameda County, California, being described as follows:

BEGINNING at the most eastern corner of the property described in the Quitclaim Deed to Pennebaker recorded as Series No. 82-023825 of the Public Records of Alameda County; thence running north 28° 02′ 39" west, along the northeastern line of said Pennebaker property, a distance of 15.00 feet to a point on a non-tangent curve with a radius point bearing south 28° 02′ 39" east; thence along said curve to the right with a radius of 85.42 feet, through a central angle of 6° 43′ 24" an arc distance of 10.02 feet; thence along a non-tangent line, south 28° 02′ 39" east, 14.41 feet to a northeasterly extension of the southeastern line of said Pennebaker property; thence south 61° 57′ 21" west, along said southeastern extension, 10.00 feet to the POINT OF BEGINNING.

Containing 148 sq. ft., more or less.

Assessor's No. 75-103-13-5

IN WITNESS WHEREOF, this document is duly executed on Sept 18, 1989

Owner's Signature

Jean Louise Pennebaker
Owner's Signature

WITNESSED BY:
Marvin Casalina
Marvin Casalina, SRA

Attach Appropriate Notary

RFC:mmc 7/13/89
a:GrantDeed

CITY OF SAN LEANDRO
DEC 11 1989

89315677

STATE OF CALIFORNIA)
) S.S.
COUNTY OF Alameda)

89315677

On this 18th day of September, 1989, before me, the undersigned, a Notary Public in and for said State, and County personally appeared Marvin Casalina, (personally known to me) or (proved to me on the basis of the oath of ______, a credible witness who is personally known to me) to be the person whose name is subscribed to within instrument, as a witness thereto, who being by me duly sworn, deposed and said: that he/she resides in Alameda County, that he/she was present and saw CHAD AND JEAN LOUISE PENNEBAKER PENNEBAKER personally known to him/her to be the same person(s) described in and who executed the within instrument as a party(ies) thereto, sign, seal and deliver the same; and that said party(ies) duly acknowledged in the presence of said affiant, that he/she/they executed the same, and that said affiant, thereupon at the party's(ies') request subscribed his/her name as a witness thereto.

OFFICIAL SEAL
ROBERT F. CAUGHELL
Notary Public California
ALAMEDA COUNTY
My Commission Expires Oct. 12, 1991

Robert F. Caughell
(NOTARY'S SIGNATURE)

Form 987A Witness Acknowledgement (Credible or Subscribing) (Amended 10/87)

Grant of Easement

89315677

718-26 Marina Blvd
APN: 75-105-13/5

This is to certify that the interest in real property conveyed by Deed or Grant, dated September 18, 1989, from Chad and Jean Louise Pennebaker 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: November 20, 1989

CITY OF SAN LEANDRO
ALAMEDA COUNTY, CAL.

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

CLTA STANDARD COVERAGE POLICY - 1988

APN: 75-105-13-5
718 MARINA BLVD (PE[illegible]AKER)

1-244

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.

STEWART TITLE
GUARANTY COMPANY

Carloss Morris
Chairman of the Board

Stewart Morris
President

STEWART TITLE GUARANTY CO. INCORPORATED 1908 TEXAS

Countersigned by:
B. P. Trulin
Authorized Signatory

Company

City, State

PLACER TITLE COMPANY
1420 HARBOR BAY PARKWAY, SUITE 110
ALAMEDA, CA 94501

Page 1 of Policy Serial No. CNJP-1581-73092

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 fo , 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, as to those stated causes of action alleging a

(continued on last page and back page of this policy)

SCHEDULE A

Order No.: SL-300400 Policy No.: CNJP-1581-73092

Date of Policy: November 22, 1989 at 8:30 o'clock a.m.

Amount of Insurance: $25,285.00 Premium: $250.00

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, as to Parcel One & Two; AN EASEMENT, as to Parcel Three

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:

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

PARCEL ONE:

Beginning at the point of intersection of the northwestern line of Marina Boulevard, with the northeastern line of Alvarado Street, thence along said line of Marina Boulevard north 62° 00' east 213.84 feet, more or less, to a point on the northeastern line of the parcel of land described in the deed to Moris Fitzgerald, recorded June 22, 1867, Book Y of Deeds, Page 313, Alameda County Records, said last mentioned point being the actual point of commencement; thence continuing along said line of Marina Boulevard north 62° 00' east 48.83 feet; thence north 28° 00' west 130.00 feet; thence south 62° 00' west 48.83 feet to a point on the said northeastern line of the Fitzgerald parcel of land; thence along the said last mentioned line south 28° 00' east 130.00 feet to the actual point of commencement.

PARCEL TWO:

Beginning at the intersection of the northwestern line of Marina Boulevard, formerly First Avenue, formerly Wick's Landing Road, with the northeastern line of Alvarado Street and thence along said line of Marina Boulevard north 62° 00' east 262.67 feet, more or less, to a point distant thereon north 62° 00' east 48.83 feet from the northeastern line of the parcel of land described in the deed to Moris Fitzgerald, recorded June 22, 1867, Book Y of Deeds, Page 313, Alameda County Records, the last determined point being the actual point of commencement; thence continuing along said line of Marina Boulevard north 62° 00' east 46.50 feet; thence north 28° 00' west 130 feet; thence south 62° 00' west 46.50 feet; thence south 28° 00' east 130 feet to the actual point of commencement.

PARCEL THREE:

A non-exclusive easement and right of way appurtenant to Parcel Two herein described and any subsequent subdivision or subdivisions thereof as reserved in the deed from Charles J. Snyder, et ux., recorded October 3, 1953, Series No. AH/88927, Book 7151 OR, Page 187, Alameda County Records, for ingress and egress of vehicles and pedestrians over a strip of land 10 feet wide and 130 feet in length, the southwesterly line of said strip being the same line as the northeasterly line of Parcel Two, and the southeasterly line of said strip fronting on First Street, now Marina Boulevard.

A.P.N. 075-0105-013-05

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. 1989-90 Taxes:
Code Area: 10-003; A.P.N.: 075-0105-013-05;
Land: $56,301.00
Improvements: $341,334.00
Personal Prop: None
Exemption: None
1ST INSTALLMENT: $2,123.67 UNPAID
2ND INSTALLMENT: $2,123.67 UNPAID
Tracer No.: 172358-00; Tax Rate: 1.0368

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.

I N D O R S E M E N T
Attached to Policy No. CNJP-1581-73092
Issued by
STEWART TITLE GUARANTY COMPANY,
a corporation

1. This Indorsement shall be effective only if at Date of Policy there is located on the land described in said Policy a one-to-four family residential structure, in which the Insured Owner resides or intends to reside. For the purpose of this Indorsement the term "residential structure" is defined as the principal dwelling structure located on said land together with all improvements thereon related to residential use of the property except plantings of any nature, perimeter fences and perimeter walls, and the term "insured owner" is defined as any insured named in Paragraph 3 of Schedule A and, subject to any rights or defenses the Company may have had under said Policy and all indorsements, such insured's heirs, distributees, devisees, survivors, personal representatives or next of kin.

2. The Company hereby insures the Insured Owner of the estate or interest described in Schedule A against loss or damage which the Insured Owner shall sustain by reason of:

a. the existence at Date of Policy of any of the following matters:

(1) lack of a right of access from said land to a public street;

(2) any statutory lien for labor or materials attaching to said estate or interest arising out of any work of improvement on said land, in progress or completed at the date of the policy, except those liens arising out of a work of improvement for which the insured has agreed to be responsible.

b. the removal of the residential structure or the interference with the use thereof for ordinary residential purposes as the result of a final Court Order or Judgment, based upon the existence at the Date of the Policy of:

(1) any encroachment of said residential structure or any part thereof onto adjoining lands, or onto any easement shown as an exception in Part II of Schedule B of said Policy, or onto any unrecorded subsurface easement;

(2) any violation on the land of enforceable covenants, conditions or restrictions, provided that this coverage shall not refer to or include the terms, covenants and conditions contained in any lease, sub-lease, or contract of sale referred to in this Policy;

(3) any violation of applicable zoning ordinances to the extent that such ordinances regulate (a) area, width or depth of the land as a building site for the residential structure; (b) floor space area of the residential structure; (c) set back of the residential structure from the property lines of the land; or (d) height of the residential structure.

c. damage to the residential structure resulting from the exercise of any right to use the surface of said land for the extraction or development of the minerals excepted from the description of said land or shown as a reservation in Schedule B.

The total liability of the Company under said Policy and all indorsements attached thereto shall not exceed, in the aggregate, the amount of said Policy and costs which the Company is obligated under the conditions and stipulations thereof to pay; and nothing contained herein shall be construed as extending or changing the effective date of said Policy.

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

Dated: November 22, 1989 at 8:30 o'clock a.m.

STEWART TITLE GUARANTY COMPANY

Placer Title Company
1420 Harbor Bay Parkway, Suite 110
Alameda, California 94501

By B. P. Trulin
Authorized Signatory

CLTA Form 126.1 (6-5-75)
One-Four Family

1-244

CITY OF SAN LEANDRO
MAY 11 1990
CITY CLERK'S OFFICE

COUNTY OF ALAMEDA
CALIFORNIA

OFFICE OF THE
CLERK, BOARD OF SUPERVISORS

May 8, 1990

In reply, refer to CT 90-9

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

Dear Ms Calvert:

Attached is a copy of the Assessor's report (Exhibit #90-13-0009) in reply to your request for cancellation of taxes dated January 12, 1990 on Assessor's Reference No. 75-105-13-5.

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/yp

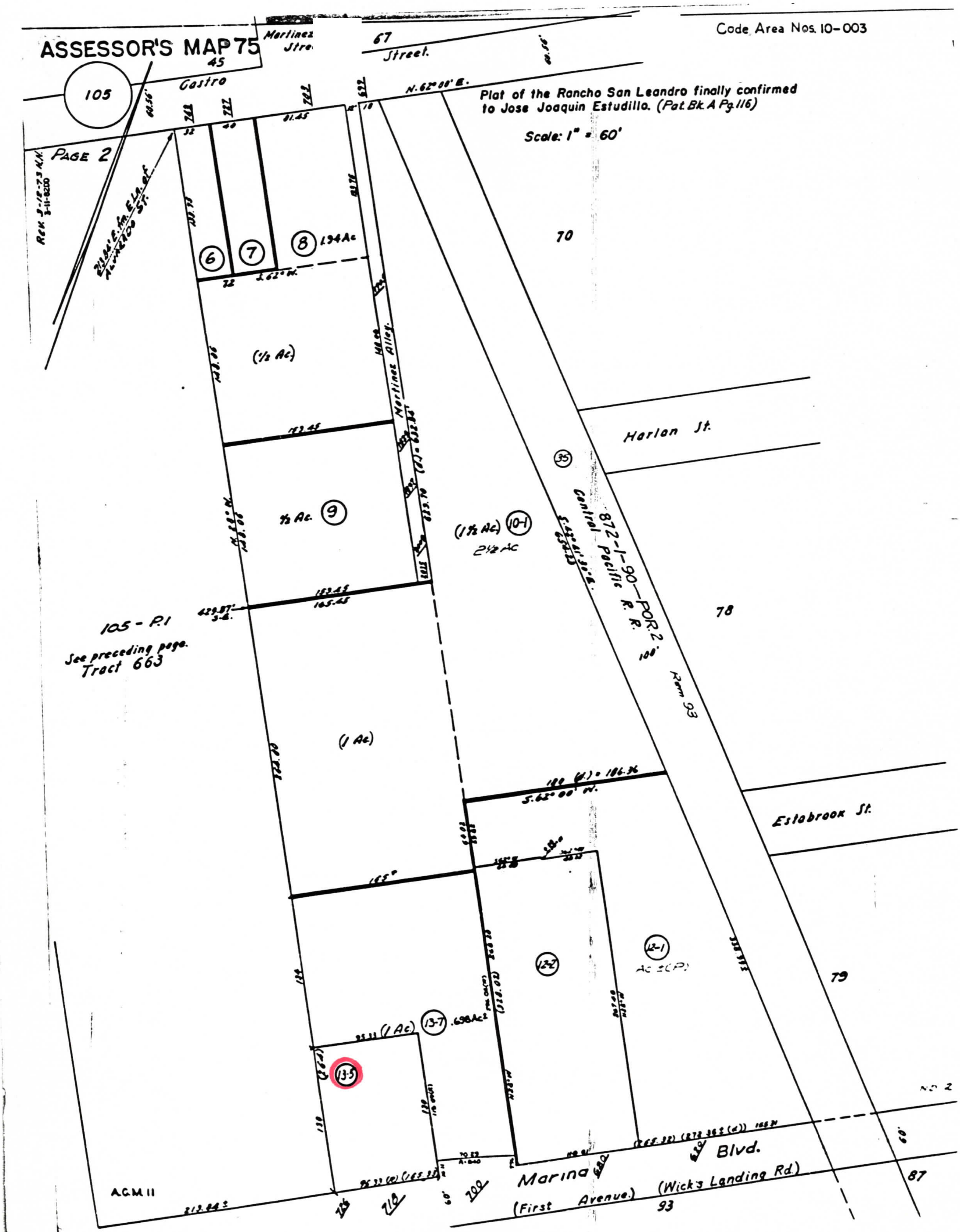
William Mehrwein, Clerk

WM:yfc

Enclosure

cc Tax Collector

1221 OAK STREET • SUITE 536 • OAKLAND, CALIFORNIA 94612 • (415) [redacted] 272-6347



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