

RECORDED AT THE REQUEST OF:
PLACER TITLE COMPANY #401719
AND RETURN TO:

MICHAEL R. NAVE, ESQ.
STEVEN R. MEYERS, ESQ.
ELIZABETH H. SILVER, ESQ.
MEYERS, NAVE, RIBACK & WEST
A Professional Law Corporation
1220 Howard Avenue, Suite 250
P. O. Box 208
Burlingame, CA 94011-0208
Telephone: (415) 348-7130

Attorneys for Plaintiff
CITY OF SAN LEANDRO

92031621

ENDORSED
FILED

JAN 23 1992

RENE C. DAVIDSON, County Clerk
By JESSICA A. DUCUSIN, Deputy

1-285

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

CITY OF SAN LEANDRO, a
Municipal Corporation,

Plaintiff,

vs.

DOROTHEA ELIZABETH MILLER, et
al.,

Defendants.

NO. H-146067-0

FINAL JUDGMENT--ACTION IN
EMINENT DOMAIN

IT APPEARING to the Court that Plaintiff CITY OF SAN
LEANDRO in accordance with the Stipulation for Judgment between
the parties, is to forthwith deposit into escrow for the benefit
of Defendants DOROTHEA ELIZABETH MILLER, JOANNE MILLER, JEAN A.
POWERS and DOROTHEA TINKLER, Trustees of Testamentary Trust "A"
and Testamentary Trust "B" created by Will of August J. Miller,
Jr., the sum of SIX HUNDRED SIXTY THOUSAND DOLLARS (\$660,000.00),
said sum representing the agreed-upon just compensation,

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED
that the fee simple title in and to the subject property for
street widening will vest in Plaintiff free and discharged of all

BY JESSICA A. DUCOSIM Deputy
BENIE C. DAVIDSON County Clerk

JUN 5 2 1985

FILED
ENDORSED

1 claims and liens of every kind whatsoever forthwith upon
2 recordation of this Final Judgment;

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

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

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

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

12 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the
13 real property taxes, including any delinquencies, costs and
14 interest, if any, shall be apportioned and prorated in accordance
15 with Revenue and Taxation Code Section 4986 as of April 24, 1990,
16 and such portion of said taxes as is attributable to the period
17 from and after said date be and the same is hereby canceled;

18 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the
19 subject property is situate in the County of Alameda, State of
20 California, and more particularly described in Exhibits "A" and
21 "A-1" attached hereto, and by this reference made a part hereof;

22 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that
23 Judgment be entered in favor of Plaintiff and against Defendants
24 and that said Defendants DOROTHEA ELIZABETH MILLER, JOANNE
25 MILLER, JEAN A. POWERS and DOROTHEA TINKLER, Trustees of
26 Testamentary Trust "A" and Testamentary Trust "B" created by Will

27 / / / / /

28 / / / / /

1 of August J. Miller, Jr., have no interest in the property
2 described in Exhibits "A" and "A-1";

3 DATED: JAN 23 1992

4 JOANNE C. PARRILLI

5 JUDGE OF THE SUPERIOR COURT

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18 RECORDED IN OFFICIAL RECORDS
OF ALAMEDA COUNTY, CALIF.
19 RENE C. DAVIDSON CO. RECORDER

20 '92 FEB 3 PM 2 10

21
22 DH-

23

LEGAL DESCRIPTION

92031621

APN 75-93-1-1

Revised 5/30/89

All that real property situate in the City of San Leandro, County of Alameda, State of California, being a portion of the property described on page 4, Exhibit "A", of the document recorded October 25, 1983 as Series No. 83-201387 of the Public Records of Alameda County, being more particularly described as follows:

BEGINNING at the most westerly corner of the said property described on page 4, Exhibit "A"; thence running S 28° 06' 57" E along the southwesterly line of said property a distance of 200.00 feet to the most southerly corner of said property; thence running N 61° 57' 21" E along the southeasterly line of said property a distance of 15.41 feet; thence running N 28° 13' 55" W, parallel to and 25.00 feet from, measured at right angles to the northeasterly line of that easement described in Book 6549, page 53, Series No. AF-82938 of the Official Records of Alameda County, a distance of 90.76 feet; thence along a tangent curve to the right with a radius of 400.00 feet through a central angle of 7° 09' 43" a distance of 50.00 feet to a point of compound curvature; thence along the compound curve with a radius of 30.00 feet through a central angle of 83° 01' 34" a distance of 43.47 feet; thence N 61° 57' 21" E, parallel to and 33.00 feet from, measured at right angles, to the southeasterly line of Marina Boulevard a distance of 70.00 feet; thence along a tangent curve to the left with a radius of 81.25 feet through a central angle of 14° 15' 00" a distance of 20.21 feet to a point of reverse curvature; thence along the reverse curve with a radius of 81.25 feet through a central angle of 14° 15' 00" a distance of 20.21 feet; thence N 61° 57' 21" E, parallel to and 28.00 feet from, measured at right angles, to the southeasterly line of Marina Boulevard, a distance of 69.51 feet to the northeasterly line of the said property of Exhibit "A"; thence N 27° 53' 10" W, along the said northeasterly line a distance of 28.00 feet to the southeasterly line of Marina Boulevard; thence running S 61° 57' 21" W, along the southeasterly line of Marina Boulevard, a distance of 227.68 feet to the POINT OF BEGINNING.

Containing 9931 square feet, more or less

Exhibit "A"
Page 1 of 2
Miller Property

LD 9.2/3

APN - None

LEGAL DESCRIPTION

Easement Attached to 75-93-1-1

All that real property described as Parcel 2, a perpetual easement, in Exhibit "A", page 5, of the FINAL DISTRIBUTION THE ESTATE OF MILLER, as recorded as Series No. 88-201387 of the Public Records of the City of San Leandro, County of Alameda, State of California.

LD 9.2/22

Exhibit "A"
Page 2 of 2
Miller 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 on page 4, Exhibit "A", of the document recorded October 25, 1983, as Series No. 83-201387 of the Public Records of Alameda County, being more particularly described as follows:

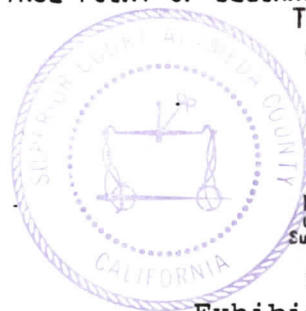
COMMENCING at the most westerly corner of the said property described on page 4, Exhibit "A"; thence running south $28^{\circ} 06' 57''$ east along the southwesterly line of said property a distance of 200.00 feet to the most southerly corner of said property; thence running north $61^{\circ} 57' 21''$ east along the southeasterly line of said property a distance of 15.41 feet to the TRUE POINT OF BEGINNING; thence running north $28^{\circ} 13' 55''$ west, parallel to and 25.00 feet from, measured at right angles to the northeasterly line of that easement described in Book 6549, page 53, Series No. AF-82938 of the Official Records of Alameda County, a distance of 90.76 feet; thence along a tangent curve to the right with a radius of 400.00 feet through a central angle of $7^{\circ} 09' 43''$ a distance of 50.00 feet to a point of compound curvature; thence along the compound curve with a radius of 30.00 feet through a central angle of $83^{\circ} 01' 34''$ a distance of 43.47 feet; thence north $61^{\circ} 57' 21''$ east, parallel to and 33.00 feet from, measured at right angles, to the southeasterly line of Marina Boulevard a distance of 70.00 feet; thence along a tangent curve to the left with a radius of 81.25 feet through a central angle of $14^{\circ} 15' 00''$ a distance of 20.21 feet to a point of reverse curvature; thence along the reverse curve with a radius of 81.25 feet through a central angle of $14^{\circ} 15' 00''$ a distance of 20.21 feet; thence north $61^{\circ} 57' 21''$ east, parallel to and 28.00 feet from, measured at right angles, to the southeasterly line of Marina Boulevard, a distance of 69.51 feet to the northeasterly line of the said property of Exhibit "A"; thence south $27^{\circ} 53' 10''$ east, along the said northeasterly line a distance of 172 feet more or less, to the southeasterly line of the said property of Exhibit A; thence running south $61^{\circ} 57' 21''$ west, along the southeasterly line of the said property of Exhibit A, a distance of 212 feet, more or less to the TRUE POINT OF BEGINNING.

Containing 35,525 sq. ft., more or less.

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

JAN 23 1992

LD 89-42
Temporary Construction Easement
797 Marina Blvd. - Marina Blvd. Widening
Miller, et al
APN 75-93-1-1



PENE 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]* DEPUTY

Exhibit "A-1"
Miller Property

RECORDED AT THE REQUEST OF:
PLACER TITLE COMPANY #401719
AND RETURN TO:

1 MICHAEL R. NAVE, ESQ.
2 STEVEN R. MEYERS, ESQ.
3 ELIZABETH H. SILVER, ESQ.
4 MEYERS, NAVE, RIBACK & WEST
5 A Professional Law Corporation
6 1220 Howard Avenue, Suite 250
7 P. O. Box 208
8 Burlingame, CA 94011-0208
9 Telephone: (415) 348-7130

10 Attorneys for Plaintiff
11 CITY OF SAN LEANDRO

92031621

Ok to certify-JD
**ENDORSED
FILED**

JAN 23 1992

RENE C. DAVIDSON, County Clerk
By JESSICA A. DUCUSIN, Deputy

12 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 IN AND FOR THE COUNTY OF ALAMEDA

14 CITY OF SAN LEANDRO, a
15 Municipal Corporation,

096
NO. H-146067-0

16 Plaintiff,

FINAL JUDGMENT--ACTION IN
EMINENT DOMAIN

17 vs.

18 DOROTHEA ELIZABETH MILLER, et
19 al.,

20 Defendants.

21 IT APPEARING to the Court that Plaintiff CITY OF SAN
22 LEANDRO in accordance with the Stipulation for Judgment between
23 the parties, is to forthwith deposit into escrow for the benefit
24 of Defendants DOROTHEA ELIZABETH MILLER, JOANNE MILLER, JEAN A.
25 POWERS and DOROTHEA TINKLER, Trustees of Testamentary Trust "A"
26 and Testamentary Trust "B" created by Will of August J. Miller,
27 Jr., the sum of SIX HUNDRED SIXTY THOUSAND DOLLARS (\$660,000.00),
28 said sum representing the agreed-upon just compensation,

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street widening will vest in Plaintiff free and discharged of all

Clay

1285 (1991)

DEBBIE
THIS IS A COPY OF THE RECORDED
DOCUMENT FOR YOUR FILES, IN
CONNECTION WITH RESOLUTION 90-76
AND FILE 2639.

1 claims and liens of every kind whatsoever forthwith upon
2 recordation of this Final Judgment;

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

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

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

9 (c) The property sought to be acquired is necessary
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16 and such portion of said taxes as is attributable to the period
17 from and after said date be and the same is hereby canceled;

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22 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that
23 Judgment be entered in favor of Plaintiff and against Defendants
24 and that said Defendants DOROTHEA ELIZABETH MILLER, JOANNE
25 MILLER, JEAN A. POWERS and DOROTHEA TINKLER, Trustees of
26 Testamentary Trust "A" and Testamentary Trust "B" created by Will

27 / / / / /

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1 of August J. Miller, Jr., have no interest in the property
2 described in Exhibits "A" and "A-1";

3 DATED: JAN 23 1992

4 JOANNE C. PARRILLI

5 JUDGE OF THE SUPERIOR COURT

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17 RECORDED IN OFFICIAL RECORDS
18 OF ALAMEDA COUNTY, CALIF.
19 RENE C. DAVIDSON CO. RECORDER

20 '92 FEB 3 PM 2 10

21
22 DH.

APN 75-93-1-1

LEGAL DESCRIPTION

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Revised 5/30/89

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Containing 9931 square feet, more or less

LD 9.2/3

Exhibit "A"
Page 1 of 2
Miller Property

92031621

APN - None

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LD 9.2/22

Exhibit "A"
Page 2 of 2
Miller Property

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Containing 35,525 sq. ft., more or less.

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

JAN 23 1992

LD 89-42
Temporary Construction Easement
797 Marina Blvd. - Marina Blvd. Widening
Miller, et al
APN 75-93-1-1

FENE 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]* CITY

Exhibit "A-1"
Miller Property

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 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.

Sanctity of Contract

STEWART TITLE
GUARANTY COMPANY

Carlos Morris

Chairman of the Board

Countersigned by:

B. P. Trulin

Authorized Signatory

Company

City, State



Stewart Morris

President

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

Page 1 of
Policy
Serial No.

CNJP-1597-46437

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had value paid for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

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

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

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

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

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

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

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

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

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

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

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

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

2. CONTINUATION OF INSURANCE.

(a) **After Acquisition of Title by Insured Lender.** If this policy insures the owner of the indebtedness secured by the insured mortgage, the coverage of this policy shall continue in force as of Date of Policy or (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 insured; 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 4 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 if any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a

SCHEDULE A

Order No.: 401719

Policy No.: CNJP-1597-46437

Date of Policy: February 3, 1992 at 2:10 o'clock p.m.

Amount of Insurance: \$660,000.00

Premium: \$1,790.00

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 and AN EASEMENT, as to Parcel Two and A
TEMPORARY CONSTRUCTION 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 1:

All that real property situate in the City of San Leandro, County
of Alameda, State of California, being a portion of the property
described on page 4, Exhibit "A", of the document recorded
October 25, 1983 as Series No. 83-201387 of the Public Records of
Alameda County, being more particularly described as follows:

Beginning at the most westerly corner of the said property
described on page 4, Exhibit "A"; thence running south 28° 06'
57" east along the southwesterly line of said property a distance
of 200.00 feet to the most southerly corner of said property;
thence running north 61° 57' 21" east along the southeasterly
line of said property a distance of 15.41 feet; thence running
north 28° 13' 55" west, parallel to and 25.00 feet from, measured
at right angles to the northeasterly line of that easement
described in Book 6549, Page 53, Series No. AF/82938 of the
Official Records of Alameda County, a distance of 90.76 feet;
thence along a tangent curve to the right with a radius of 400.00
feet through a central angle of 7° 09' 43" a distance of 50.00
feet to a point of compound curvature; thence along the compound
curve with a radius of 30.00 feet through a central angle of 83°

01' 34" a distance of 43.47 feet; thence north 61° 57' 21" east, parallel to and 33.00 feet from, measured at right angles, to the southeasterly line of Marina Boulevard a distance of 70.00 feet; thence along a tangent curve to the left with a radius of 81.25 feet through a central angle of 14° 15' 00" a distance of 20.21 feet to a point of reverse curvature; thence along the reverse curve with a radius of 81.25 feet through a central angle of 14° 15' 00" a distance of 20.21 feet; thence north 61° 57' 21" east, parallel to and 28.00 feet from, measured at right angles, to the southeasterly line of Marina Boulevard, a distance of 69.51 feet to the northeasterly line of the said property of Exhibit "A"; thence north 27° 53' 10" west, along the said northeasterly line a distance of 28.00 feet to the southeasterly line of Marina Boulevard; thence running south 61° 57' 21" west, along the southeasterly line of Marina Boulevard, a distance of 227.68 feet to the point of beginning.

A.P.N. 075-0093-001-21

PARCEL 2:

All that real property described as Parcel 2, a perpetual easement, in Exhibit "A", page 5, of the FINAL DISTRIBUTION THE ESTATE OF MILLER, as recorded as Series No. 88-201387 of the Public Records of the City of San Leandro, County of Alameda, State of California.

PARCEL 3:

All that real property situate in the City of San Leandro, County of Alameda, State of California, being a portion of the property described on page 4, Exhibit "A", of the document recorded October 25, 1983, as Series No. 83-201387 of the Public Records of Alameda County, being more particularly described as follows:

Commencing at the most westerly corner of the said property described on page 4, Exhibit "A"; thence running south 28° 06' 57" east along the southwesterly line of said property a distance of 200.00 feet to the most southerly corner of said property; thence running north 61° 57' 21" east along the southeasterly line of said property a distance of 15.41 feet to the true point of beginning; thence running north 28° 13' 55" west, parallel to and 25.00 feet from, measured at right angles to the northeasterly line of that easement described in Book 6549, Page 53, Series No. AF/82938 of the Official Records of Alameda County, a distance of 90.76 feet; thence along a tangent curve to the right with a radius of 400.00 feet through a central angle of 7° 09' 43" a distance of 50.00 feet to a point of compound curvature; thence along the compound curve with a radius of 30.00 feet through a central angle of 83° 01' 34" a distance of 43.47 feet; thence north 61° 57' 21" east, parallel to and 33.00 feet from, measured at right angles, to the southeasterly line of Marina Boulevard a distance of 70.00 feet; thence along a tangent curve to the left with a radius of 81.25 feet through a central angle of 14° 15' 00" a distance of 20.21 feet to a point of reverse curvature; thence along the reverse curve with a radius

of 81.25 feet through a central angle of $14^{\circ} 15' 00''$ a distance of 20.21 feet; thence north $61^{\circ} 57' 21''$ east, parallel to and 28.00 feet from, measured at right angles, to the southeasterly line of Marina Boulevard, a distance of 69.51 feet to the northeasterly line of the said property of Exhibit "A"; thence south $27^{\circ} 53' 10''$ east, along the said northeasterly line a distance of 172 feet more or less, to the southeasterly line of the said property of Exhibit "A"; thence running south $61^{\circ} 57' 21''$ west, along the southeasterly line of the said property of Exhibit "A", a distance of 212 feet, more or less to the true point of beginning.

A.P.N. 075-0093-001-22

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:

Code Area: 10-003; A.P.N.: 075-0093-001-21;

Land: \$35,737.00

Improvements: \$60,928.00

Personal Prop: none

Exemption: none

1ST INSTALLMENT: \$568.86 DELINQUENT PLUS \$56.88 PENALTY

2ND INSTALLMENT: \$568.86 UNPAID

Tracer No.: 173076-00; Tax Rate: 1.0279

(Affects Parcel 1)

2. 1991-92 Taxes.

Code Area: 10-003; A.P.N.: 075-0093-001-22;

Land: \$128,301.00

Improvements: \$85,062.00

Personal Prop: none

Exemption: none

1ST INSTALLMENT: \$4,043.72 PAID

2ND INSTALLMENT: \$4,043.72 UNPAID

Tracer No.: 173077-00; Tax Rate: 1.0279

Each installment includes \$2,846.80 for Assessment District 99, Series No. 59, Marina Undergrounding.

(Affects Parcel 2)

3. 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.

4. Special assessment for Marina Boulevard Underground Assessment District No. 99, in the original amount of \$50,254.08, Assessment No. 10, upon which 15 year bonds have been issued. Principal and interest are collectible with the county taxes commencing with the year 1990-91.
(Affects Parcel 2)5. A Lease upon the terms, covenants and conditions therein provided, dated August 28, 1964, recorded September 18, 1964, Series No. AW-150581, Reel 1316 OR, Image 198;
Lessor: Miller Materials Co., Inc.
Lessee: George H. Reimer
Term: 5 years

Said Lease, among other things, provides for an option to renew, for a period of 5 years.

6. Terms, conditions and provisions of the testamentary trust embodied in the Decree of Distribution filed in the Superior Court, Alameda County;
Case No.: 220924-7
Estate of: August J. Miller, Jr., deceased
Certified copy recorded: October 26, 1983
Series No.: 83-201387



WILLIAM MEHRWEIN
CLERK OF THE BOARD

CLERK, BOARD OF SUPERVISORS

CITY OF SAN LEANDRO

OCT 22 1992

CITY CLERK'S OFFICE

YVONNE D. QUAN
ASSISTANT CLERK

1-285

October 20, 1992

In reply, refer to CT 92-115

ALICE CALVERT
CITY CLERK
CITY OF SAN LEANDRO
835 EAST 14TH STREET
SAN LEANDRO CA 94577

RE: Cancellation of Taxes, Ref No 75-93-1-1

Dear Ms Calvert:

Enclosed is a copy of the Assessor's report in reply to your request for cancellation of taxes dated May 18, 1992 on the above parcel number.

The Assessor's report is requesting the Auditor's Office to cancel a portion of the taxes on the above parcel number for roll year 1989-90 including the cancellation of all the taxes on Reference No. 75-93-1-21 for roll years 1990-91 and 1991-92.

Very truly yours,

William Mehrwein, Clerk

WM:yfc

Enclosure

cc Tax Collector

Plat of the

Rancho San Leandro finally confirmed to Jose Joaquin Estudillo

Scale: 1" = 100'

(Pat. Bk. A Pg. 116)

P.M. 515 (Bk. 75 Pg. 92)

P.M. 3056 113/43

P.M. 487 61/41

P.M. 1480 84/60

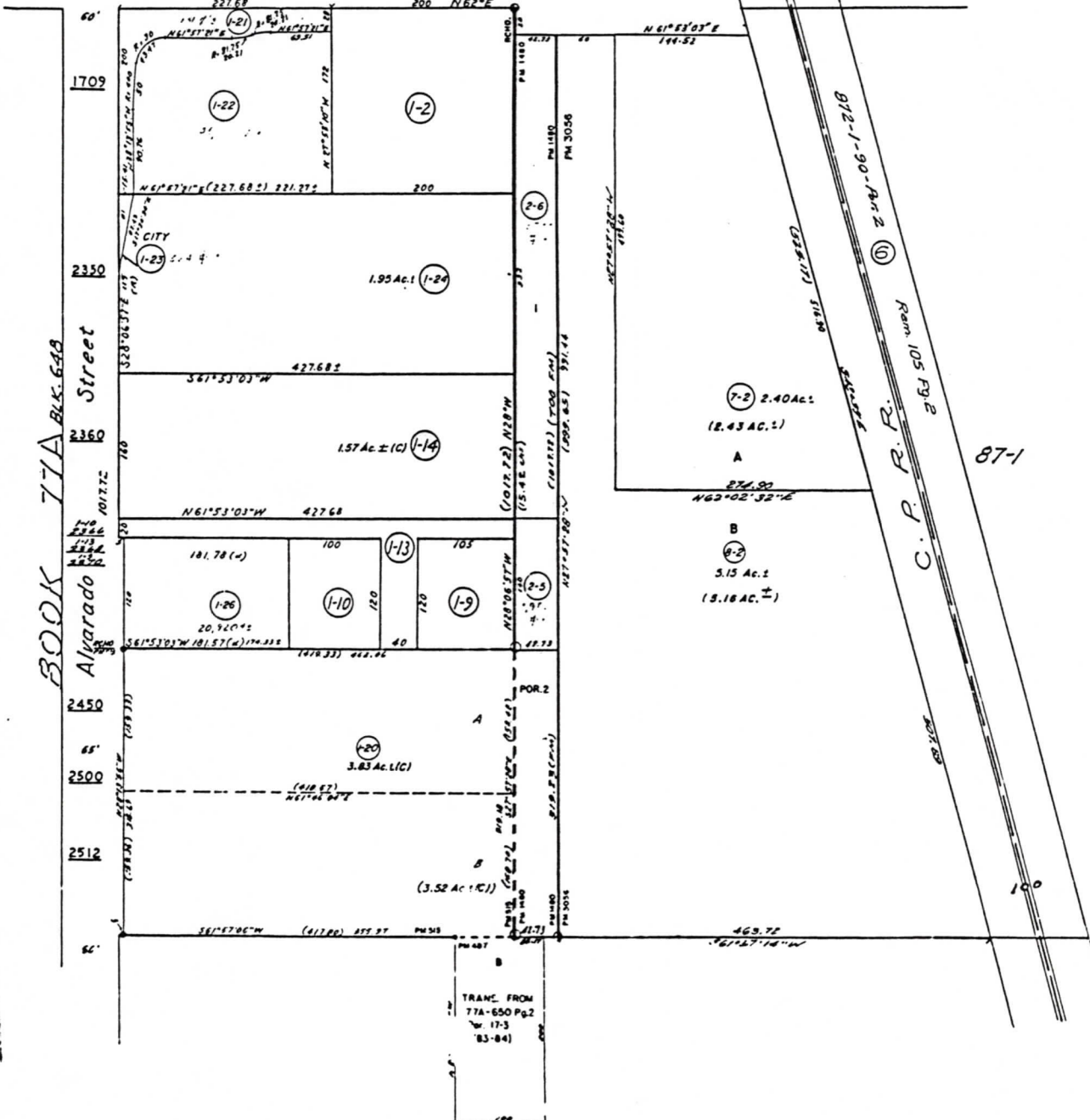
REK 18-1-79-24
4-18-90CSL
7-10-90 PB
8-7-90 PB
3-28-86CSL
11-3-89 JCR
1-31-90CSL
3-3-86BY
3-26-90 JCR
3-5-91JT

93

105

79

(West Ave. 132nd) (Wicks Landing) Marina Blvd.



BOOK 77A BLK. 650

IND 2.

NPN -

ACM II

Reference:

7/5 11/11/11 7/11 11/11/11 11/11/11